



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

DATE: Thursday, June 20, 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: 830-5304-1018 and Webinar Passcode: 066707

*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 May 16, 2024 – Gomez
7. APPROVE Amendment No. 2 to Contract with JJA,CPA Inc. – Aceves

ACTION ITEMS:

4:00 P.M. Public Hearing (Or As Soon Thereafter As the Matter May Be Heard)

8. 2024 Unmet Transit Needs Report – Borick
- a. ACCEPT 2024/2025 Unmet Transit Needs Report.
 - b. ADOPT Resolution 2024-04 Making Findings and Recommendations Regarding Unmet Transit Needs as Required by the Transportation Development Act (TDA) for Implementation in Fiscal Year 2024/2025.
9. APPROVE Amendment No. 5 to the Cooperative Agreement with Caltrans for the State Route 156 Improvement Project. – Borick
10. SBCOG Office Lease – Aceves
- a. APPROVE Lease between Council of San Benito County Governments and K & S Market, Inc. for an Office Space Located at 650 San Benito Street, Suite 120.
 - b. APPROVE Release Bid Solicitation for Tenant Improvements based in Architect Design and Specifications.
11. Fiscal Year 2024-2025 Council of San Benito County Governments (SBCOG) Budget – Aceves
- a. RECEIVE Presentation on the Fiscal Year 2024-2025 Budget.
 - b. HOLD Public Hearing on the Fiscal Year 2024-2025 Budget.
 - c. ADOPT Resolution 24-03 Adopting the Fiscal Year 2024-2025 Budget.

INFORMATION ITEMS:

12. RECEIVE Monthly Caltrans District 5 Construction Projects Report – Caltrans Ex-Officio
13. Caltrans Report/Correspondence (Verbal Report) – Caltrans Ex-Officio

14. Executive Director's Report (Verbal Report) – Abraham

15. Board of Directors' Reports – (Verbal Report)

CLOSED SESSION:

16. Public Employee Performance Evaluation (Government Code, § 54957(b)(1))

Employee: Executive Director

17. Conference with Labor Negotiators (Government Code, § 54957.6)

Agency Designated Representative: Board Chair

Unrepresented Employee: Executive Director

RETURN TO OPEN SESSION

18. Report out of Closed Session.

Adjourn to COG Meeting on July 18, 2024. Agenda Deadline is July 02, 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 **June 20, 2024**, at **4:00 P.M.** was posted at the following locations freely accessible to the public:

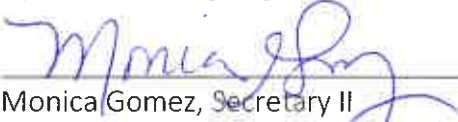
The front entrance of the San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the 17th day of June 2024, on or before 3:00 P.M.

The meeting agenda was also posted on the Council of San Benito County Governments website, www.sanbenitocog.org, under Meetings, COG Board, Meeting Schedule

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

BY:



Monica Gomez, Secretary II
Council of San Benito County Governments

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS
REGULAR MEETING
Board of Supervisors Chambers, 481 Fourth Street,
Hollister, CA 95023 & Zoom Platform
May 16, 2024, at 4:00 P.M.
ACTION MINUTES

MEMBERS PRESENT:

Chair Scott Freels (arrived at 4:07), Vice-Chair Mia Casey, Director Angela Curro, Alternate Director Kollin Kosmicki, and Ex Officio Brandy Rider (via-Zoom); Caltrans District 5

MEMBERS ABSENT:

Director Mindy Sotelo

STAFF PRESENT:

Administrative Services Specialist; Norma Aceves, Office Assistant; Griselda Arevalo; Secretary; Monica Gomez, COG Legal Counsel; Osman Mufti (via-Zoom).

ABSENT: Executive Director; Binu Abraham.

OTHERS PRESENT:

Terry Thompson (via-Zoom); Caltrans District 5, Jill Leal; Caltrans District 5, Paul Hierling; Association of Monterey Bay Area Governments (AMBAG), Leona Medearis-Peacher, MV Transportation

1. CALL TO ORDER:

Vice Chair Casey called the meeting to order at 4:06 P.M.

2. PLEDGE OF ALLEGIANCE

Director Curro led the pledge of allegiance.

3. ROLL CALL

Secretary Gomez called the roll call and confirmed a quorum of Directors were present.

Alternate Director Kollin Kosmicki was in attendance for Director Mindy Sotelo.

4. CERTIFICATE OF POSTING

Motion made to acknowledge Certificate of Posting:

Motion: Director Angela Curro Second: Director Dolores Morales

Motion carried: 5/0

Yes: Freels, Casey, Curro, Morales, Alt. Kosmicki

No: None

Recused: None

Abstention: None

Absent: Sotelo

5. PUBLIC COMMENT:

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

Chair Freels joined the meeting at 4:07 p.m.

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 April 18, 2024 – Gomez

7. APPOINT Mr. Douglas Kean to the Social Services Transportation Advisory Council (SSTAC) – Aceves

There was no public comment on Consent.

Motion made to Approve Consent Agenda 6-7:

Motion: Vice Chair Mia Casey Second: Director Dolores Morales

Motion carried: 5/0

Yes: Freels, Casey, Curro, Morales, Alt. Kosmicki

No: None

Recused: None

Abstention: None

Absent: Sotelo

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 e the RFQ Packet Upon Completion of Caltrans DBE Review.

Transportation Planner, Samuel Borick reported on the On Call Transportation Planning Services Request for Qualifications (RFQ) and answered questions from the Board.

Director Curro commented on the current firm evaluation process, which is based on a point system. She emphasized the need of a more detailed breakdown, as she finds the system too subjective.

She stated that providing evaluators with clear parameters helps ensure that they understand why one firm may not receive the same score as another.

Overall, the Board indicated support of the streamlined process.

There was no public comment.

Motion made to Approve Item 8.a, b:

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

- 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.

Transportation Planner, Samuel Borick reported on the Fiscal Year 2024/2025 Overall Work Program (OWP), requesting that the Board adopt Resolution No. 2024-02 and authorize the Executive Director to sign the OWP Agreement and Annual List of Certifications and Assurances as noted above.

There was no discussion or public comment

Motion made to Approve Item 9:

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

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

Administrative Services Specialist, Norma Aceves provided a presentation on the SBCOG, LTA, and SAFE Budgets and answered questions from the Board.

Director Curro inquired about the significant decrease in the budgeted amount for contracts between the last fiscal year and the current fiscal year.

Ms. Aceves stated that staff overestimated the budget for the previous fiscal year and are now basing the budget for the new year on actual numbers.

Vice Chair Casey inquired about the substantial expense listed in San Benito County’s Cost Plan.

Ms. Aceves stated that it is related to a one-time expense to Caltrans to fund the local contribution for the Highway 156 Project, which significantly impacted SBCOG's Cost Plan expenditure figures. Staff is working with San Benito County to resolve the matter.

The Board requested to see a breakdown detailing the nature of the overall expenses listed in the Cost Plan.

There was no public comment.

11. RECEIVE Measure G Update for Fiscal Year 2023-2024 – Aceves

Administrative Services Specialist, Norma Aceves provided an update on Measure G for Fiscal Year 2023-2024 and answered questions from the Board.

The Board recommended convening an additional Special session regarding Highway 25 to plan for the updated Vehicle Miles Traveled (VMT) requirements and engage local State Representatives in this dialogue as well. Look into whether there's flexibility within the Measure for SBCOG to modify the allocation of Tiers. Consider incorporating a safety component for Highway 25 within the budget planning. Additionally, consider recording the State Route 25 presentation and sharing it with the public as part of our outreach efforts.

SBCOG Counsel, Osman Mufti mentioned that modifying the allocation of Tiers, typically occurs through the adopted expenditure plan. Therefore, his inclination is that there may not be the ability to adjust the Tiers, however, he would need to confirm and report back to the Board.

Public Comment:

There was public comment received from Valerie Eglund (via-Zoom)

12. RECEIVE the Draft 2024 Unmet Transit Needs Report – Kean

Transportation Planner Douglas Kean provided a presentation on the Draft 2024 Unmet Transit Needs Report and answered questions from the Board.

Director Kosmicki expressed awareness of state mandates but emphasized the necessity of exploring alternatives and evaluating the cost-effectiveness of operating buses that frequently transport only 1-3 passengers.

Mr. Kean suggested that staff could compile ridership data and report back to the Board. Additionally, staff will be installing new onboard data collection systems, including computers, which will help simplify the tracking process.

Director Morales stated that the report aligns with the feedback she's received from residents, highlighting the importance of addressing the issues of predictability and reliability in transportation services. She expressed interest in accessing the compiled ridership data.

Director Curro emphasized the necessity for extensive education regarding our transportation services within our community and efforts to rebrand and conduct outreach.

Vice Chair Casey emphasized the significance of ensuring access to public transportation for individuals who depend on it and are unable to drive. She also suggested a comparison between pre-pandemic ridership

numbers and current data. Additionally, she expressed support for efforts to rebrand and conduct outreach, which could potentially boost ridership.

Chair Freels concurred with the comments regarding efforts to inform the public about our transportation services and rebranding. Additionally, he emphasized the importance of establishing a route that serves Aromas, one of our occasionally overlooked communities.

Public Comment:

There was public comment received from Valerie Eglund (via-Zoom)

13. RECEIVE Update on State Route 25 Strategic Plan Framework – Abraham

Administrative Services Specialist, Norma Aceves reported on behalf of Executive Director Binu Abraham on the State Route 25 Strategic Plan Framework and answered questions from the Board.

Director Curro requested that staff prioritize the development of a historical timeline for State Route 25, which can be shared with the public. She emphasized her strong support for participating in conferences, engaging with state representatives, and working collaboratively to come up with solutions for rural counties like ours, which are significantly affected by urban areas.

Director Kosmicki voiced his frustration with the state-imposed policies, emphasizing the necessity of obtaining support from our state representatives. He stressed the importance of urging proactive lobbying efforts for funding. Additionally, he suggested revisiting the idea of transferring State Route 25 to the County.

Chair Freels stated that SBCOG has been working collaboratively with local partners and highlighted the significance of last year's milestone: hosting the California Transportation Commission (CTC) at SBCOG's Town Hall for the first time. Assemblymember Robert Rivas participated in the event and spoke very candidly with the CTC Commissioners about the pressing needs and challenges facing the San Benito region.

Vice Chair Casey echoed the comments made by Director Curro and Chair Freels, highlighting the collaborative efforts between SBCOG, the Cities, and County. She stressed the importance of ongoing engagement with state and local officials to continue to make progress.

Public Comment:

There was public comment received from Valerie Eglund (via-Zoom).

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

Caltrans Deputy District Director of Transportation Planning, Brandy Rider, provided an update on the Highway 156 Improvement Project's temporary detour and closure at Union Road. The Union Road detour staging plan public communication process has begun. The closure is slated to last for 8 weeks, from late June to late August, weather permitting. Ms. Rider highlighted some of the outreach efforts undertaken, including presentations by herself and Executive Director Abraham to the Farm Bureau. Additionally, Caltrans Project Manager Terry Thompson and Executive Director Abraham are scheduled to present at the upcoming County Board of Supervisors meeting, as well as at the City of Hollister and City of San Juan Bautista's City Council meetings later this month. Lastly, Caltrans will be providing more information on the temporary closure of Mitchell Road, which will occur immediately following Union Road reopening.

Director Curro asked for clarification on how the traffic control at the intersection of Fourth Street and San Juan Road and Highway 156 will look.

Caltrans Project Manager, Terry Thompson provided an overview of the State Route 156 Improvement Project traffic control changes: Temporary traffic signals at Suan Juan Hollister Rd. and 4th Street/Business 156, Longer dedicated right turn lane at 4th Street/Business 156 from EB SR 156, Extra left turn from 4th Street/Business 156 to WB SR 156.

Director Casey requested that the no left turns onto Highway 25 are looked into once again. It is a major safety concern that requires CHP enforcement as ongoing incidents of drivers making left turns off of Highway 25 onto dirt roads are causing accidents.

Director Kosmicki thanked Brandy Rider and Terry Thompson from Caltrans for their collaboration with the County regarding the closure of Union Road. He stated that he is still concerned about the impacts of the 8 week closure and recommended reevaluation of traffic signal timing on Highway 156 to optimize traffic flow.

Chair Freels and Director Kosmicki also recommended CHP enforcement to deter left turns from Highway 156 and advocated for enforcement measures at the Alameda intersection as well.

Director Curro suggested implementing a measure to restrict access to Highway 156 from side roads by posting signs indicating “residential access only.” This would help mitigate the increasing number of accidents resulting from ongoing construction in the area. Additionally, she proposed exploring solutions to alleviate the bottleneck on Bolsa Road, which is causing traffic congestion extending to Monterey Street/Highway 101.

Public Comment:

There was public comment received from Valerie Eglund (via-Zoom)

15. Caltrans Report/Correspondence – Brandy Rider, Caltrans

Caltrans Deputy District Director of Transportation Planning, Brandy Rider announced the upcoming Highway 101 Rocks Road Tree Removal project, just south of Highway 156/101 Interchange on Highway 101. It is a safety project to remove approximately 200 trees that are in a state of severe damage. The project will likely begin in the fall. Caltrans will provide updates and a fact sheet to the Board as this project approaches .

There was no public comment.

16. Board of Directors’ Reports –

Director Curro requested that SBCOG include as a future agenda item a report regarding the operations of SBCOG’s Joint Powers Authority, to enhance understanding of the JPA as an independent entity.

Director Morales concurred with Director Curro’s comment. She announced that the next three Mobility Partnership meetings will be held in San Benito County. Lastly, she requested an update and/or education for the public regarding the operations of the Highway 25/156 Roundabout. She stated that there seems to be an understanding that large trucks can change lanes within the roundabout while cars cannot.

Public Comment:

There was public comment received from Valerie Eglund (via-Zoom)

ADJOURNMENT:

There being no further business to discuss, Vice Chair Casey motioned to adjourn at 5:48 p.m.

Motion seconded by Director Morales.

Motion carried: 5/0

Yes: Freels, Casey, Curro, Morales, Alt. Kosmicki

No: None

Recused: None

Abstention: None

Absent: Sotelo

ADJOURN TO COG MEETING JUNE 20, 2024, AT 4:00 P.M.



STAFF REPORT

Consent

Prepared By: Norma Aceves, Administrative Services Specialist

Subject: Contract for Financial Auditing Services

Agenda Item No. 7

Approved By: Binu Abraham, Executive Director

Meeting Date: June 20, 2024

Recommendation:

APPROVE Amendment No. 2 to contract with JJA, CPA Inc.

Summary:

The Council of San Benito County Governments (SBCOG) financial transactions and records are to be audited by an independent certified public accountant. SBCOG is requesting that the Board approve Amendment No. 2 which allows for a one-year contract extension as well as an increase in the contract budget to provide auditing services for fiscal year 2023-2024.

Background/ Discussion:

Under the Transportation Development Act regulations, SBCOG is required to perform an annual financial audit. The function of the independent audit is to provide an annual review of all SBCOG funds and financial transactions in accordance with generally accepted auditing standards.

The current contract with JJA, CPA was set to expire on June 30, 2024, and staff is seeking Board approval to extend the expiration date to June 30, 2025, for auditing services to be performed on financial statements for year ending June 30, 2024.

Financial Impact:

The contract amendment includes an additional not to exceed amount of \$18,000 for the fiscal year 2024 auditing services. The contract amendment also includes an additional \$10,000 for the federally required Single Audit Report.

Attachment:

1. Draft- Amendment No. 2 to contract with JJA, CPA Inc. and original contract.

AMENDMENT TO CONTRACT# 2

The Council of San Benito County Governments (“SBCOG”) and JJA CPA, Inc., (“CONTRACTOR”) enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

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

SBCOG and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2020.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 27, 2023

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

The term of the original contract is not modified.

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

b. Scope of Services. (Check one.)

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

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

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

Modified or New Scope of Services:

(Insert modified or new services.)

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

New Scope of Services:

(Insert new services.)

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

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

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

Attachment B (Payment Terms) to the original contract (Exhibit 1) is hereby amended to increase the compensation by an additional amount not to exceed \$28,000.00 for additional services provided under this amendment to the contract, as follows:

Original Contract	\$16,200.00
1 st Automatic One-Year Extension	\$16,200.00
2 nd Automatic One-Year Extension	\$16,200.00
Single Audit Report	\$11,000.00
1 st Amendment	\$16,200.00
<u>2nd Amendment</u>	<u>\$28,000.00</u>
Total	\$103,800.00

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

B-3. COMPENSATION

SBCOG shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
 a total sum not to exceed \$103,800.00,
for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

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

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

New Payment Terms:

B-1. BILLING

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

-] One month in arrears.
] Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
] The basis specified in paragraph B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

SBCOG shall pay to CONTRACTOR: (Check one.)

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

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

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

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

d. Other Terms. (Check one.)

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

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

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

CONTRACTOR

Name/Title: Joseph J. Arch, President/CEO

Date

SBCOG

Scott Freels, Chair

Date

APPROVED AS TO LEGAL FORM:

Osman I. Mufti, SBCOG Legal Counsel

Date

DRAFT

**EXHIBIT 1
TO AMENDMENT # 1**

**ORIGINAL
CONTRACT**

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

AMENDMENT TO CONTRACT

1

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

1. Existing Contract.

a. Initial Contract.

COG and CONTRACTOR acknowledge that the parties entered into a contract, dated July 1, 2020.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

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

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

The term of the original contract is not modified.

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

b. Scope of Services. (Check one.)

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

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

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

Modified or New Scope of Services:

(Insert modified or new services.)

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

New Scope of Services:

(Insert new services.)

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

The payment terms in the original contract (Exhibit 1) are not modified.

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

The payment terms are modified only as specified below:

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

Attachment B (Payment Terms) to the original contract (Exhibit 1) is hereby amended to increase the compensation by an additional amount not to exceed \$16,200.00 for additional services provided under this amendment to the contract, as follows:

Original Contract	\$16,200.00
1 st Automatic One-Year Extension	\$16,200.00
2 nd Automatic One-Year Extension	\$16,200.00
Single Audit Report	\$11,000.00
1 st Amendment	<u>\$16,200.00</u>
Total	\$75,800.00

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

B-3. COMPENSATION

COG shall pay to CONTRACTOR: (Check one.)

a total lump sum payment of \$ _____, or

a total sum not to exceed \$75,800.00 _____,

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

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

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

New Payment Terms:

B-1. BILLING

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

One month in arrears.

Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.

The basis specified in paragraph B-4.

B-2. PAYMENT

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

B-3. COMPENSATION

COG shall pay to CONTRACTOR: (Check one.)

a total lump sum payment of \$ _____, or

a total sum not to exceed \$ _____,

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

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

There are no additional terms of compensation.

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

d. Other Terms. (Check one.)

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

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

3. Other Terms.

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

CONTRACTOR

Joseph Arch, CPA

Name/Title: Joseph J. Arch, President/CEO

Jun 26, 2023

Date

COG

Binu Abraham

Binu Abraham (Jun 27, 2023 11:40 PDT)

Binu Abraham, Executive Director

Jun 27, 2023

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

Shirley L. Murphy

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

Jun 26, 2023

Date

CONTRACT

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("COG") and JJACPA, Inc. ("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 July 1, 2020, and end on June 30, 2021 unless sooner terminated as specified herein.

2. Scope of Services.

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

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

6. Termination.

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

7. Specific Terms and Conditions (check one)

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

[] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.


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

Contract Administrator for COG :
Name: Mary Gilbert
Title: Executive Director
Address: 330 Tres Pinos Rd., Suite C7
Hollister, California 95023
Telephone No.: (831) 637-7665
Fax No.: (831) 636-4160


Contract Administrator for CONTRACTOR:
Name: Joseph J. Arch, CPA
Title: President/CEO
Address: 7080 Donlon Way, Suite 204
Dublin, CA 94568-2787
Telephone No.: (925) 556-6200
Fax No.: (510) 217-5930

SIGNATURES


APPROVED BY COG:


Name: Mary Gilbert
Executive Director, Council of Governments
Date: _____

APPROVED BY CONTRACTOR:


Name: Joseph J. Arch, CPA
Title: President/CEO
Date 8/12/2020

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office


By: Shirley L. Murphy, Deputy County Counsel
Date: Aug. 13, 2020

ATTACHMENT A
Scope of Work

On behalf of COG, CONTRACTOR shall perform the following services:

CONTRACTOR will audit the general-purpose financial statements of the Council of San Benito County Governments as of June 30, 2020, for the fiscal year ended. Also, CONTRACTOR engagement will include the following services:

- a. Perform annual fiscal audit of the Council of San Benito County Governments (COG) for FYE June 30, 2020.
- b. Perform annual fiscal audit of Transportation Development Act (TDA) funds of claimants: COG, Local Transportation Authority, Airport Land Use Commission, Service Authority for Freeways and Expressways, City of Hollister, San Benito County and City of San Juan Bautista.
- c. Assistance in implementing changes resulting from pronouncements and/or changes made by the Governmental Accounting Standards Board that will be required.

The Audits must meet all requirements of California state law relating to fiscal audits of Regional Transportation Planning Agency (RTPA) and Transportation Development Act (TDA) claimants. Specifically, contractor shall perform fiscal audits, which comply with all provisions of Title 21, California Code of Regulations, sections 6662, 6664, 6666, and 6667, and related sections of the California Code of Regulations and adopted by the State of California Business, Transportation and Housing Agency, Department of Transportation and Housing Agency, Department of Transportation, and certain provision of laws regulations, contracts and grants.

CONTRACTOR will retain all work papers, reports, and related information for a minimum of three years from the date the audit report is finalized. Any representative of the Council of San Benito County Governments, the state, and the federal government, with prior notice and written approval of the Council of San Benito County, may have access to the above-mentioned records.

CONTRACTOR will complete the audits December 31, 2020.

END OF ATTACHMENT A.

**ATTACHMENT B
Payment Schedule**

B-1. BILLING

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

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

B-2. PAYMENT

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

B-3. COMPENSATION

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

a total lump sum payment of \$ _____, or

a total sum not to exceed \$ \$16,200.

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

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

There are no additional terms of compensation.

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

END OF ATTACHMENT B.

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

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

C-4. CERTIFICATE OF INSURANCE.

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

insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's Subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any SUBCONTRACTOR, shall be made available to COG or its authorized representative, 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 COG, its authorized representative, or official of the State of the State of California.

C-6 RECORDS TO BE MAINTAINED

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 an audit prior to the expiration of the three year period.

C-7 TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent CONTRACTORS in relation to COG and not

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

C-9. CONFLICT OF INTEREST.

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator;
or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid;
or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

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

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

END OF ATTACHMENT C.

ATTACHMENT D
Specific Terms and Conditions

1. **AUTOMATIC RENEWAL.** Unless terminated, this contract shall automatically renew for two (2) successive one-year periods (July 31 - June 30) under the same terms and conditions unless either party, not less than sixty (60) days before the expiration of the contract, provides written notice of intent that the agreement not be renewed. However, this provision will not in any way prevent either party from exercising the right to terminate this contract with 30 days' written notice as specified in paragraph 6 of this contract, and the termination provisions as provided in paragraph 6 of this contract shall apply to all contract renewals.

2. **TITLE TO DOCUMENTS; COPYRIGHT.** Paragraph C-7 of Attachment C to this contract is hereby modified to read as follows:

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

3. **ADDITIONAL SPECIFIC TERMS AND CONDITIONS:** (check one)

There are no additional specific terms and conditions.

The following additional specific terms and conditions shall apply:
(Specify)

4. **HARMONIZATION OF CONTRACT TERMS.** Where the specific terms and Conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

END OF ATTACHMENT D.



STAFF REPORT

Action

Prepared By: Samuel Borick,
Transportation Planner

Subject: 2024/2025 Unmet Transit Needs
Report

Agenda Item No. 8

Approved By: Binu Abraham, Executive Director

Meeting Date: June 20, 2024

Recommendation:

- a. **ACCEPT** 2024/2025 Unmet Transit Needs Report.
- b. **ADOPT** Resolution 2024-04 Making Findings and Recommendations Regarding Unmet Transit Needs as Required by the Transportation Development Act (TDA) for Implementation in Fiscal Year 2024/2025.

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 final Unmet Transit Needs report is being considered for approval by the SBCOG Board of Directors at their June 20, 2024, meeting.

Background/ Discussion:

In its role as the Transportation Development Act (TDA) fund administrator, SBCOG is responsible for conducting the annual Unmet Transit Needs process.

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 the above-mentioned Step 1 and received 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.**
For Step 2, staff analyzed the Unmet Transit Needs expressed by the public with SBCOG's Social Services Transportation Advisory Council¹ at their May meeting.

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.

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 that are found Reasonable to Meet for implementation in the upcoming fiscal year.

At the May SBCOG meeting, the Board of Directors received the draft Unmet Transit Needs for input. The Board will consider adopting the 2024/2025 Unmet Transit Needs Report at their June 20, 2024, meeting.

The 2024/2025 Unmet Transit Needs Report identified thirteen Unmet Transit Needs Found Reasonable to Meet for implementation in the upcoming fiscal year, these findings must be considered for adoption through a resolution by the SBCOG Board of Directors (Attachment 1, Exhibit A). The thirteen Unmet Transit Needs that were 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	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.

	offices at the job center, grocery store, and a return service	
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.	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.	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.
10.	Bringing back the Red line would be helpful. I go to the food pantry weekly and dial a ride is not always available	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.
11.	Linia roja	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.

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 determined to not be an unmet transit need, the San Benito Local Transportation Authority will still try to accommodate the request or respond with a reason the request cannot be accommodated.

The Unmet Transit Needs Report shall be submitted to Caltrans by their stated deadline of August 15th. If the Unmet Transit Needs Report is not adopted by the August 15th deadline, SBCOG is at risk of losing TDA funds.

Financial Impact:

There is no financial impact.

Attachments:

1. Resolution No. 2024-04 adopting the 2024/2025 Unmet Transit Needs Report, Findings, and Recommendations



Before The Council of San Benito County Governments

RESOLUTION OF THE COUNCIL OF SAN BENITO)
COUNTY GOVERNMENTS CONCERNING UNMET)
PUBLIC TRANSPORTATION NEEDS FUNDING)
AND IMPLEMENTATION OF THE PROGRAM)
WITHIN FISCAL YEAR 2024/2025)

Resolution No: 2024-04

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

WHEREAS, SBCOG has adopted a Regional Transportation Plan directed at the achievement of a balanced coordinated transportation system; and

WHEREAS, SBCOG shall, in implementation of its Plan, allocate monies in the Local Transportation Fund and State Transit Assistance Fund in accordance with the rules and regulations which implement the Transportation Development Act of 1972 as amended; and

WHEREAS, SBCOG adopted the definition of "unmet needs" and "reasonable to meet" in Resolution 1992-01: Unmet Needs Findings Required; and

WHEREAS, SBCOG adopted Resolution No. 11-04 Amending its Unmet Transit Needs "Reasonable to Meet" Criteria; and

WHEREAS, California Public Utilities Code, Section 99401.5 requires SBCOG to hold a public hearing, pursuant to Public Utility Code Section 99238.5, for the purpose of soliciting comments to determine whether there are any unmet public transportation needs that are reasonable to meet prior to allocation of Local Transportation Funds for other purposes; and

WHEREAS, SBCOG held a public hearing on March 21st, 2024 to determine whether there are any unmet public transportation needs, and all those who attended the public hearing were given the opportunity to hear and be heard regarding all matters properly before SBCOG and SBCOG considered all public testimony; and

WHEREAS, SBCOG pursuant to Public Utility Code Section 99401.5:

- 1. Has consulted with the Social Services Transportation Advisory Council established pursuant to Public Utilities Code Section 99238; and
2. Has conducted a transit analysis including an assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged, including but not limited to the elderly, the disabled and persons of limited means, an analysis of the adequacy of existing and specialized public and private transportation services in meeting the transit demands of those

groups, and an analysis of the potential alternative public and specialized transportation services and service improvements that would meet all or part of the demand, in order to identify the transit needs of the County of San Benito;

3. Has identified thirteen (13) Unmet Transit Needs that are Reasonable to Meet;
4. Has prepared the 2024/2025 Annual Unmet Transit Needs Report, attached hereto and incorporated herein by reference as **Exhibit A**, which provides the findings required by Section 99401.5 and the information developed by SBCOG that provides the basis for the findings.

NOW, THEREFORE, BE IT RESOLVED, that the Council of San Benito County Governments, acting as the Regional Transportation Planning Agency for the County of San Benito, hereby makes the following findings and determinations, based on all information in the record including, but not limited to the findings of the 2024/2025 Annual Unmet Transit Needs Report (**Exhibit A**):

- A. There were thirteen (13) “unmet transit needs” that fulfilled the “reasonable to meet” criteria as further explained in the 2024/2025 Annual Unmet Transit Needs Report (Exhibit A); and
- B. There were fourteen (14) “unmet transit needs” that did not fulfill the adopted “reasonable to meet” criteria, as further explained in the 2024/2025 Annual Unmet Transit Needs Report (Exhibit A); and
- C. There were 12 comments that were determined to not qualify as “unmet transit needs,” as further explained in the 2024/2025 Annual Unmet Transit Needs Report (Exhibit A).

BE IT FURTHER RESOLVED that the Council of San Benito County Governments, acting as the Regional Transportation Planning Agency, accepts and adopts the 2024/2025 Unmet Transit Needs Report (**Exhibit A**) and finds that there are no additional unmet regional and community public transit needs within the incorporated and unincorporated areas of the County that can be reasonably met at this time.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ON THIS 20TH DAY OF JUNE 2024, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAINING:
ABSENT:

Scott Freels, Chair

ATTEST:

APPROVED AS TO LEGAL:
SBCOG COUNSEL’S OFFICE



Binu Abraham, Executive Director

Osman L. Mufti, SBCOG Legal Counsel

Dated:

Dated:

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UNMET TRANSIT NEEDS REPORT

Final Report: June 20th, 2024

The Council of San Benito County Governments 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.



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About the Council of San Benito County Governments (SBCOG)

The Council of San Benito County Governments (SBCOG) is the Regional Transportation Planning Agency (RTPA) for San Benito County. SBCOG serves as the forum for regional decision-making. In this capacity, SBCOG builds consensus among local and regional agencies, develops long-term strategic plans, programs Federal and State funding for allocation to transportation projects.

The governing board for SBCOG is made up of five members. Two members are appointed by the San Benito County Board of Supervisors, two from the City of Hollister and one from the City of San Juan Bautista.

SBCOG BOARD OF DIRECTORS

Angela Curro, (County of San Benito)

Scott Freels, Chair (City of San Juan Bautista)

Mia Casey, Vice-Chair (City of Hollister)

Dolores Morales (City of Hollister)

Mindy Sotelo (County of San Benito)

Scott Eades, Caltrans District 5 (Ex-Officio)

SBCOG STAFF:

Binu Abraham, Executive Director

Richard Alves, Mechanic

Griselda Arevalo, Office Assistant

Monica Gomez, Secretary

Norma Aceves, Administrative Services Specialist

Samuel Borick, Transportation Planner

Taylor Turntime, Transportation Planner

Area Profile and Transit System Overview

REGIONAL 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. Land area 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.

Figure 1: San Benito

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, leaving the southern portion of the County primarily rural.

EXISTING TRANSIT SERVICES

The San Benito County Local Transportation Authority (LTA) was formed through a Joint Powers Agreement between the Cities of Hollister and San Juan Bautista and the County of San Benito in 1990. The Authority is responsible for the administration and operation of public transportation services in the County provided by County Express and Specialized Transportation Services (Figure 2: County Express Riders).

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 2: County Express Riders

County Express Transit System

The County Express fleet includes 20 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:

- **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.
- **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.
- **Intercounty** - Routes provide connections from the Cities of Hollister and San Juan Bautista to the City of Gilroy. There is a 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 9:20 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.
- **Tripper Service**- County Express' Tripper, which is available to the general public, provides safe and clean service to San Benito High School, Rancho San Justo, Marguerite Maze, and other Hollister schools.

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 Senior Lunch Transportation Program. The Senior Lunch Transportation Program service was suspended in March 2020 in response to the COVID-19 pandemic. These services go beyond 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 San Benito County’s population is aged 65 or older.¹ Many of these elderly individuals and persons with disabilities require specialized transportation services to travel to medical appointments, shop, and visit recreational centers.

The LTA works to provide a comprehensive and adequate public transit service. This continued effort to meet the needs of the community is accomplished through the annual Unmet Transit Needs Process, which is outlined in this Report.

¹ 2020 U.S. Census, San Benito County

Unmet Transit Needs Overview

TRANSPORTATION DEVELOPMENT ACT (TDA)

The Transportation Development Act of 1971 (TDA), also known as SB 325, is administered by the California Department of Transportation (Caltrans) through the county's designated regional transportation planning agency (RTPA).

As the administrator of TDA funds, the Council of San Benito County Governments (SBCOG), as the regional transportation planning agency, is charged with performing the Unmet Transit Needs process. The purpose of this process is to ensure that all unmet transit needs that are "reasonable to meet" are met before funds are expended for non-transit uses.

"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. The "Reasonable to Meet" standard is based on several criteria that analyze how accommodating that transit need will affect the rest of the transit system that it relates to. If it passes the criteria then it is found reasonable to meet and changes will be made to accommodate the need.

The process is done annually and entails a comprehensive outreach program and a series of public hearings throughout the county to obtain comments on unmet transit needs that may be reasonable to meet. Once the comments are received, the Social Services Transportation Advisory Committee (SSTAC) analyzes them to determine if there are any transit needs that meet the adopted definitions of "reasonable to meet" and "unmet transit need" and makes a recommendation of findings to the SBCOG Board. If the Board determines there are unmet transit needs that are reasonable to meet, the affected jurisdiction must satisfy the needs before any TDA funds are expended for non-transit purposes.

As noted previously, SBCOG staff typically evaluates the comments received and recommends those "Unmet Transit Needs" found "Reasonable to Meet" for implementation in the upcoming fiscal year.

This Report documents the Unmet Transit Needs process which is submitted annually to the California Department of Transportation (Caltrans).

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 SBCOG 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 non-operational in nature (operational = 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 SBCOG 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 SBCOG determines to affect the reasonableness of meeting an unmet transit need.

SBCOG Resolution Adopting Criteria and Definitions

BEFORE THE BOARD OF DIRECTORS OF THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

RESOLUTION OF THE BOARD OF DIRECTORS OF THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS AMENDING RESOLUTION NO. 90-12 TO REVISE THE CRITERIA FOR DETERMINING UNMET TRANSIT NEEDS THAT ARE "REASONABLE TO MEET" Resolution No. 11-04

WHEREAS, the Council of San Benito County Governments, herein referred as to as ("COG") is the Regional Transportation Planning Agency (RTPA) for San Benito County; and

WHEREAS, the COG is responsible for the allocation to claimants of funds received from the Transportation Development Act (P.U.C. 99200, et seq); and

WHEREAS, Transportation Development Act funds can be allocated to eligible claimants for support of public transportation systems, bicycle and pedestrian facilities, and for streets and roads; and

WHEREAS, COG identifies unmet transit needs within the San Benito County region and those needs that are reasonable to meet in accordance with Public utilities Code, Section 99401.5; and

WHEREAS, COG, on July 12, 1990, adopted Resolution No. 90-12, adopting the definition of "unmet needs" and the criteria for determining unmet transit needs that are "reasonable to meet" in San Benito County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Council of San Benito County Governments, that it does hereby amend COG's Resolution 90-12 to amend the criteria for determining what unmet transit needs are "reasonable to meet", as set forth in Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS THIS 21ST DAY OF APRIL, 2011 BY THE FOLLOWING VOTE:

- AYES:
NOES:
ABSTAINING:
ABSENT:

Signature of Jaime De La Cruz, Chair

ATTEST: Lisa Rheinheimer, Executive Director

APPROVED AS TO LEGAL FORM: San Benito County Counsel Office

By: Rosa Raveira

By: Shirley L. Murphy, Deputy County Counsel

Dated: 4/26/11

Dated: April 13, 2011

Exhibit A

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 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.

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H. OTHER FACTORS

Other specific, formulated components that COG determines to affect the reasonableness of meeting an unmet transit need.

The notice below was published in the Hollister Freelance Newspaper on February 16, 2024 notifying the public of the March 2024 Public Hearing.

**PROOF OF PUBLICATION
(2015.5 C.C.P.)
STATE OF CALIFORNIA
County of San Benito**

I am a resident of the State of California and over the age of eighteen years, and not a party to or interested in the above entitled matter.

I am the principal clerk of the publisher of the Free Lance, published in the city of Hollister, County of San Benito, State of California, **Friday, and on line** for which said newspaper has been adjudicated a newspaper of general circulation by the **Superior Court of the County of San Benito, State of California, under the date of June 19, 1952, Case Number 5330**, that the notice of which the annexed is a printed copy had been published in each issue thereof and not in any supplement on the following date(s):

February 16, 2024.

I declare, under penalty of perjury, that the foregoing is true and correct. This declaration has been executed **on February 16, 2024.**

**HOLLISTER FREE LANCE
615 San Benito Street, Suite 210
Hollister, CA 95023**



/s/ Juliana B. Pulcrano /
Legal Publications Specialist
Hollister Free Lance

Phone # (408) 709 3952
E-mail: jpulcrano@newsvmmedia.com
Website: www.sanbenito.com

**San Benito Council
of Governments**

**NOTICE OF PUBLIC HEARING
REGARDING UNMET TRANSIT
NEEDS**

Notice is hereby given that a hybrid in-person and virtual public hearing will be held to provide the public the opportunity to identify any transit needs that are not currently being met by the local bus services of County Express and Specialized Services- a service provided by Jovenes de Antaño. The hearing will be held on the following date:

COG Board Meeting (In-person and virtual)

Thursday, March 21, 2024 at 4:00 PM

San Benito County Board of Supervisors Chambers
481 Fourth Street, Hollister, CA
Zoom Meeting details visit www.sanbenitocog.org

Spanish interpretation will be available at the hearing. If you are unable to attend, you may submit your comments in writing by March 28, 2024, to: Council of Governments, Attn: Unmet Transit Needs, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023 or by email at dkean@sanbenitocog.org. For more information, please contact Douglas Kean, Transportation Planner at (831) 637-7665 Ext. 204.

**AVISO-AUDIENCIA PÚBLICA
SOBRE LAS NECESIDADES DE
TRÁNSITO**

Se avisa que una audiencia pública se llevará a cabo en persona y virtual para ofrecer al público la oportunidad de identificar las necesidades de tránsito que en la actualidad no se están cumpliendo en el Condado de San Benito por los servicios de autobús County Express y Specialized Transportation Services - un servicio operado por Jovenes de Antaño. La audiencia se llevará a cabo en la siguiente fecha:

Reunión de la Junta de Mesa Directiva COG

Jueves, 21 de marzo del 2024 4:00 PM (en persona y por el sistema de computadora Zoom)
San Benito County Board of Supervisors Chambers
481 Fourth Street, Hollister, CA
Detalles Zoom visite www.sanbenitocog.org

Interpretación en Español será disponible en la audiencia. Si usted no puede atender, escriba para expresar sus opiniones antes del 28 de marzo, 2024 a el: Concilio de Gobiernos, Attn: Necesidades de Tránsito, 330 Tres Pinos Road, Suite C7, Hollister, CA 95023 o por correo electrónico dkean@sanbenitocog.org. Para obtener más información, llame a Douglas Kean, Planificador de transporte, al (831) 637-7665 Ext. 204.

Publish before 2/20/2024
(Pub HF 2/16)

SBCOG Minutes, Relating to the Unmet Transit Needs Hearing of March 21, 2024:

Agenda Item: 7

COUNCIL OF SAN BENITO COUNTY
GOVERNMENTS REGULAR MEETING
Board of Supervisors Chambers, 481 Fourth Street,
Hollister, CA 95023 & Zoom Platform
March 21, 2024, at 4:00 P.M.

ACTION MINUTES

MEMBERS PRESENT:

Vice-Chair Mia Casey, Director Angela Curro, Director Mindy Sotelo, Alternate Director Jackie Morris-Lopez, and Ex Officio Brandy Rider (via-Zoom); Caltrans District 5

MEMBERS ABSENT:

Chair Scott Freels, Director Dolores Morales

STAFF PRESENT:

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

OTHERS PRESENT:

Casey Emoto; Valley Transportation Authority (via-Zoom), Heather Adamson (via-Zoom); Association of Monterey Bay Area Governments, Jill Leal; Caltrans District 5, Leona Medearis-Peacher, MV Transportation

1. CALL TO ORDER:

Vice Chair Casey called the meeting to order at 4:05 P.M.

2. PLEDGE OF ALLEGIANCE

Director Sotelo led the pledge of allegiance.

3. ROLL CALL

Secretary Gomez called the roll call and confirmed a quorum of Directors were present.

4. CERTIFICATE OF POSTING

Motion made to acknowledge Certificate of Posting:

Motion: Director Angela Curro Second: Vice Chair Mia

Casey Motion carried: 4/0

Yes: Casey, Curro, Sotelo, Alt. Morris-Lopez

No: None

Recused: None

Abstention: None

Absent: Freels, Morales

5. PUBLIC COMMENT:

Vice Chair Casey 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 January 31, 2024 – Gomez

7. APPROVE Council of Governments Special Meeting Action Minutes Dated February 12,

2024 - Gomez 8. APPROVE Council of Governments Regular Meeting Action

Minutes Dated February 15, 2024 – Gomez

There was no public comment on Consent.

Motion made to Approve Consent Agenda 6-8:

Motion: Director Mindy Sotelo Second: Director Angela Curro

Motion carried: 4/0

Yes: Casey, Curro, Sotelo, Alt. Morris-Lopez

No: None

Recused: None

Abstention: None

Absent: Freels, Morales

ACTION ITEMS:

4:00 P.M. Public Hearing (Or As Soon Thereafter As the Matter May Be Heard)

9. APPROVE Change in Appointment of SBCOG Representative to the San Benito/Santa Clara Mobility Partnership – Aceves

Administrative Services Specialist, Norma Aceves reported that the SBCOG Board requested to make a change in appointment of Director Sotelo as one of the representatives to the San Benito/Santa Clara Mobility Partnership. Director Morales is the other SBCOG Representative on the San Benito/Santa Clara Mobility Partnership.

There was no public comment.

Motion made to Appoint Director Curro as one of the Reps. to the San Benito/Santa Clara Mobility Partnership Agenda 9:

Motion: Director Mindy Sotelo Second: Alt. Director Jackie Morris-

Lopez Motion carried: 4/0

Yes: Casey, Curro, Sotelo, Alt. Morris-Lopez

No: None

Recused: None

Abstention: None

Absent: Freels, Morales

10. Unmet Transit Needs Report – Kean

- a. ADOPT Report on the Unmet Transit Needs Process.
- b. HOLD Public Hearing on the Unmet Transit Needs of the Community.
- c. RETURN for Board Input and Action in April.

Transportation Planner, Douglas Kean, reported on the Unmet Transit Needs Process and answered questions from the Board. Mr. Kean noted a correction to the agenda item, stating that this was an informational item, the Board would not be adopting the report yet. Staff will be soliciting comments through March 28, 2024.

Vice Chair Casey opened the public hearing at 4:10 p.m.

There was no public comment.

Vice Chair Casey closed the public hearing at 4:10 p.m.

There was brief discussion about the staff's outreach efforts. In an effort to solicit more input from the public from all three jurisdictions, the Board directed staff to reach out to Jovenes de Antaño, including the San Juan Bautista Senior Center, Seniors Council, Alliance on Aging, Youth Alliance, and the County and Cities public information officers.

Alternate Director Morris-Lopez stated that San Juan Bautista has a bus stop at Abbey Park, however, she noted that an additional bus stop perhaps at the Windmill Market should be considered as well.

11. ADOPT the State Route 25 Purpose and Need Statement – Kean

Transportation Planner, Douglas Kean, presented the State Route 25 Purpose and Need Statement and answered questions from the Board.

Motion made to Adopt Agenda Item 11:

Motion: Director Angela Curro Second: Director Mindy

Sotelo Motion carried: 4/0

Yes: Casey, Curro, Sotelo, Alt. Morris-Lopez

No: None

Recused: None

Abstention: None

Absent: Freels, Morales

INFORMATION ITEMS:

12. RECEIVE Update on SBCOG Community Engagement Plan for State Route 25 – Aceves

Administrative Services Specialist, Norma Aceves provided an update and next steps on the SBCOG community engagement efforts.

The Board expressed appreciation to staff for bringing this item back in such a timely manner and they’re looking forward to seeing community engagement for the State Route 25 Project.

There was no public comment.

13. RECEIVE Information Regarding Recent and Upcoming Grant Opportunities the Council of San Benito County Governments (SBCOG) is Applying for – Borick

Transportation Planner, Samuel Borick provided an overview of the state and federal grant opportunities that SBCOG is actively pursuing to secure additional transportation funding for the San Benito region.

The Board expressed appreciation to staff for their work in pursuing grant opportunities. They recommended looking into potential partnerships for both hydrogen and electric opportunities.

Public comment:

There was public comment received from Chuck Sorbet.

14. RECEIVE Draft of the Fiscal Year 2024/2025 Overall Work Program, which includes Planning Activities to be Performed by the Council of San Benito County Governments – Borick

Transportation Planner, Samuel Borick, provided an overview of the Draft Fiscal Year 2024/2025 Overall Work Program (OWP) and planning activities performed by SBCOG. Staff requested that the Board provide comments by April 5th. The final 2024/2025 OWP will be presented to the Board for adoption at its May meeting.

There was no public comment.

15. RECEIVE Presentation on the US 101/SR 25 Interchange Improvements – Aceves/VTA

Administrative Services Specialist, Norma Aceves introduced Casey Emoto with the Valley Transportation Authority. Mr. Emoto provided an update on the US 101/SR 25 Interchange improvements and answered questions from the Board.

There was no public comment.

16. RECEIVE Monthly Caltrans District 5 Construction Projects Report – Brandy Rider, Caltrans

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

Ms. Rider noted that the following projects would be removed from the Construction Project Update Report because they are completed or near completion:

- Highway 25/156 Roundabout
- Highway 25 Curve Alignment Restoration
- Hollister Clean CA
- US 101 Southbound Connector Extension

Regarding the Highway 25/156 Roundabout, Vice Chair Casey asked for follow up regarding two arrows painted on the road. The left turn arrow on the inside is causing confusion for drivers. Also, Apple maps is not clear and is directing people to turn left instead of going around the roundabout. She forwarded pictures to Executive Director Abraham.

Executive Director Abraham reported that she forwarded the pictures to Richard Rosales with Caltrans D5. Mr. Rosales responded stating that Apple map hasn't been updated, however, they're working on it. Regarding the left turn arrows, these are a design standard so Caltrans is having an internal discussion to see how they can make it less confusing for drivers. Caltrans will follow up with staff.

There was no public comment.

17. Caltrans Report/Correspondence – Brandy Rider, Caltrans

Caltrans Deputy District Director for Transportation Planning, Brandy Rider announced that a new federal grant opportunity for the National Zero-Emission Freight Corridor Strategy to accelerate deployment of zeroemission infrastructure for freight trucks was released on March 12. For more information contact Caltrans District 5. Ms. Rider also highlighted the partnership with honoring the Native American culture and agricultural heritage of Hollister with the recently installed woven basket, for the Hollister Clean California Project.

There was no public comment.

18. Executive Director's Report – Abraham

Executive Director Abraham thanked the new transit planners for all of their work on the presentations and grants SBCOG will be applying for. Ms. Abraham reported that she attended San Benito County's Legislative Workshop on February 23rd and provided a presentation on Highway 25. Ms. Abraham, Director Curro, and SBCOG's Transportation Planner, Samuel Borick, attended the Central Coast Coalition State Legislative Day on March 20, 2024. Ms. Abraham thanked the SBCOG Board for attending and participating in SBCOG's Board Retreat and Strategic Planning meeting on March 1st. Lastly, Ms. Abraham reported that staff is updating and upgrading the transit software which will improve reliability and tracking of the buses.

There was no public comment.

19. Board of Directors' Reports –

Director Sotelo provided an overview of her first Association of Monterey Bay Area Governments meeting.

Director Curro provided an overview of the Central Coast Coalition State Legislative meeting that she attended with Executive Director Abraham and Transportation Planner Borick.

Director Morris-Lopez reported that she was attending as the alternate for Chair Freels, who had a conflict as he was attending another meeting in Sacramento. She mentioned that there is a safety concern for pedestrians crossing at the intersection of Highway 156 and the Alameda to get to San Juan Bautista and asked about a future plan to possibly look into a pedestrian crossover at this location, similar to what they have in Los Banos.

Vice Chair Casey reported that she had the honor of hosting Congresswoman Zoe Lofgren. She provided an overview of their San Benito County tour.

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 20-21 at 5:41 p.m.

There was no public comment on Closed Session items.

20. Public Employee Performance Evaluation (Government Code, § 54957(b)(1)) Employee: Executive Director

21. 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 6:33 p.m.

SBCOG Counsel, Osman Mufti stated that there was no reportable action taken under Closed Session.

ADJOURNMENT:

There being no further business to discuss, Alt. Director Morris-Lopez motioned to adjourn at 6:34 p.m. Motion seconded by Director Sotelo.

Motion carried: 4/0

Yes: Curro, Casey, Sotelo, Alt. Morris-Lopez

No: None

Recused: None

Abstention: None

Absent: Chair Freels, Morales

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

Social Services Transportation Advisory Council Special Meeting Minutes May 7, 2024.

Agenda Item: __

**COUNCIL OF SAN BENITO COUNTY GOVERNMENTS
SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL
SPECIAL MEETING
ACTION MINUTES**

DATE: Tuesday, May 7, 2024
2:00 PM

LOCATION: Council of San Benito County Governments
Conference Room
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

1. CALL TO ORDER:

Chair Leona Medearis-Peacher called the meeting to order at 2:01 P.M.

MEMBERS PRESENT:

Chair Leona Medearis-Peacher, Vice-Chair, Paulette Cobb, Clay Kempf, Connie Padron, Stacey Romo, Maria Magaña (arrived at 2:17).

MEMBERS ABSENT:

Joshua Mercier

STAFF PRESENT:

Binu Abraham; Executive Director, Douglas Kean; Transportation Planner, Samuel Borick; Transportation Planner, Monica Gomez; Secretary II.

2. CERTIFICATE OF POSTING

Motion made to acknowledge Certificate of Posting:

Motion: Paulette Cobb Second: Clay Kempf

Motion carried: 5/0

Yes: Medearis-Peacher, Cobb, Kempf, Padron, Romo

No: None

Abstention: None

Absent: Mercier, Magaña

3. MEMBER ANNOUNCEMENTS:

Member Kempf asked SSTAC members keep an eye out for an upcoming invitation he will be sending regarding the 2024 Solutions Summit, focusing on "Developing a Local Playbook for California's Master Plan for Aging, scheduled for May 30, 2024. The event will be hosted by the Seniors Council/Area Agency on Aging of Santa Cruz & San Benito Counties in partnership with The Community Foundation for San Benito County.

ACTION ITEMS:

4. 2024 Unmet Transit Needs Report – Kean
 - a. COMMENT on the Public Feedback Received During the 2024 Unmet Transit Needs Process.
 - b. RECOMMEND to the SBCOG Board the Unmet Transit Needs Found Reasonable to Meet for Implementation in Fiscal Year 2024/2025 by the Local Transportation Authority.

Transportation Planner, Douglas Kean provided an overview of the public feedback received during the 2024 Unmet Transit Needs process and answered questions from the Committee regarding “reasonable to meet criteria” and “operational need vs. unmet transit need.”

Members of the SSTAC were pleased to see that the items deemed reasonable to meet were already identified within the Short Range Transit Plan, which includes the restoration of the Fixed Route service. They also commented that future surveys could be made more intuitive to effectively engage with individuals from diverse cultural backgrounds.

Mr. Kean highlighted plans for the upcoming year, emphasizing SBCOG staff’s commitment to enhancing direct engagement with the public through continuous outreach efforts. He noted that staff has already secured a booth at the local Farmers Market for this year.

There was no public comment.

Motion made to recommend to the SBCOG Board the Unmet Transit Needs found reasonable to meet for implementation in Fiscal Year 2024/2025 by the Local Transportation Authority.

Motion: Paulette Cobb Second: Clay Kempf

Motion carried: 6/0

Yes: Medearis-Peacher, Cobb, Kempf, Padron, Magaña, Romo

No: None

Abstention: None

Absent: Mercier

There being no further business to discuss, Stacey Romo motioned to adjourn the Social Services Transportation Advisory Council special meeting at 2:39 p.m. Motion seconded by Maria Magaña.

Motion carried: 6/0

Yes: Medearis-Peacher, Cobb, Kempf, Padron, Magaña, Romo

No: None

Recused: None

Abstention: None

Absent: Mercier

The next regularly scheduled meeting date is June 28, 2024.

Public Comments Received and SBCOG Response

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 SRTP 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 SRTP 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 SRTP 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 SRTP 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 SRTP 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 SRTP 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 SRTP 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 SRTP 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 SRTP 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 SRTP 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.

Council of San Benito County Governments Resolution June 20, 2024

Add Resolution For Caltrans Once Resolution Is Signed



STAFF REPORT

Action

Prepared By: Samuel Borick,
Transportation Planner

Subject: HIP Funds & SR 156 Improvement
Project Cooperative Agreement

Agenda Item No. 9

Approved By: Binu Abraham, Executive Director

Meeting Date: June 20, 2024

Recommendation:

APPROVE Amendment No. 5 to the Cooperative Agreement with Caltrans for the State Route 156 Improvement Project.

Summary:

Caltrans and the Council of San Benito County Governments (SBCOG) have an existing Cooperative Agreement that outlines the funding share agreement for the project. \$47,798 of Highway Improvement Program (HIP) funds are in the process of being programmed to the State Route 156 Improvement Project; SBCOG will lose the ability to utilize these funds if they are not obligated by June 30th, 2024.

Background/ Discussion:

HIP funds are designated specifically for the restoration, repair, and construction of federal-aid-eligible roads, bridges, and tunnels. There have been four cycles of HIP funding, FFY 2017 – FFY 2020, in which SBCOG has received an apportionment. To date SBCOG has obligated \$404,017 worth of HIP funding to the State Route 156 Improvement Project. However, SBCOG has not yet obligated its FFY 2020 HIP apportionment worth \$47,798. The deadline to obligate HIP funds from the FFY 2020 cycle is June 30th, 2024. If FFY 2020 cycle HIP funds are not obligated by the June 30th deadline SBCOG will lose these funds.

Caltrans and SBCOG have an existing Cooperative Agreement for the SR 156 Improvement Project that outlines each party's funding responsibilities pertaining to the project. Attached is a draft Cooperative Agreement Amendment (Attachment 1); the Amendment reflects SBCOG's programming of \$47,798 in remaining HIP funds to the SR 156 Improvement Project. The programming of the FFY 2020 HIP funds to the State Route 156 Improvement Project increases the project's total HIP funding from \$404,017 to \$451,915; this change in funding will be reflected in the Metropolitan Transportation Improvement Plan for FFY 2022-2023 to 2025-2026.

Financial Impact:

SBCOG must obligate its apportionment of FFY 2020 HIP funds by June 30th, 2024. If FFY 2020 HIP funds are not obligated by the end of June SBCOG will lose access to \$47,798 worth of funding.

Attachment:

1. Amendment No. 5 to Cooperative Agreement No. 05-0308

AMENDMENT NO. 5 TO AGREEMENT 05-0308

This Amendment No. 5 (AMENDMENT) to Agreement 05-0308 (AGREEMENT), executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Council of San Benito County Governments, a public corporation/entity, referred to hereinafter as SBCOG.

RECITALS

1. CALTRANS and SBCOG, collectively referred to as PARTIES, entered into AGREEMENT on May 19, 2020, defining the terms and conditions for widening State Route 156 in San Benito County, post miles 3.0 to R8.2, from a two-lane conventional Highway to a four lane Expressway will be referred to as PROJECT.
2. The AGREEMENT established the SBCOG will contribute \$24,339,000 to the PROJECT. Contributed funds will be used for the PROJECT.
3. PARTIES entered into Amendment No. 1 to AGREEMENT on August 12, 2021, to adjust the Funding Table. Thus, SBCOG is now contributing:
 - a. Adding \$404,017 in HIP
 - b. Increasing STIP/RIP by \$404,000
 - c. Increasing SB1-LPP by \$2,500,000
 - d. and decreasing Local funds by \$2,500,000to cover PROJECT cost increases to a total of \$25,147,017.
4. PARTIES entered into Amendment No. 2 on March 4, 2022, thus agreeing that the HIP funds are a fixed contributed amount. Eligible costs will spend HIP funds and the Local matching funds first prior to spending CTC voted funds.
5. PARTIES entered into Amendment No. 3 on May 3, 2022, thus adjusting Fund Source to accommodate Construction Bids. This included:
 - a. Increasing Local Funds by \$2,145,000
 - b. Increasing STIP/RIP by \$4,540,000.
 - c. Updating the LPP language to fixed contributed amount at \$2,500,000.

Article 22 was added to read as follows: PARTIES agree that LPP funds will be a fixed contributed amount.

6. PARTIES entered into amendment No. 4 on July 27, 2023, to adjust Fund Sources to accommodate Construction Change Orders.
 - a. Increasing STIP/RIP by \$4,255,000

7. PARTIES now seek to adjust Fund Sources to cover PROJECT cost increases.
 - a. Increasing HIP by \$47,798 from \$404,017 to \$451,815

IT IS THEREFORE MUTUALLY AGREED:

1. Recital No. 5 is replaced in its entirety to read as follows:

SBCOG will contribute an amount of \$36,134,815. Contributed funds will be used for the PROJECT.

2. Article 14 in the AGREEMENT is replaced in its entirety to read as follows:

FUNDING TABLE 4			
Fund Source	Fund Type	Project Component	Amount
LOCAL	LOCAL*	Construction Capital	\$9,225,463
LOCAL	LOCAL ^M	Construction Capital	\$58,537
FEDERAL	HIP	Construction Capital	\$451,815
STATE	SB1-LPP	Construction Capital	\$2,500,000
STATE	STIP/RIP	Construction Capital	\$23,899,000
Total Funds			\$36,134,815

^M non-Federal match.

*Includes \$2,500,000 of match for SB1-LPP

3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

4. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

Executive Director: Binu Abraham

Phone Number: 831-637-7665

E-mail: babraham@sanbenitocog.org

Billing Address: 330 Tres Pinos Road, C7

Hollister, CA 95023

CALTRANS

Project Manager: Terry Thompson

50 Higuera St.

San Luis Obispo, CA 93401

Phone Number: 805-503-5013

E-mail: terry.thompson@dot.ca.gov

SIGNATURES

PARTIES are authorized to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT. By signing below, the PARTIES each expressly agree to execute this AMENDMENT electronically.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**COUNCIL OF SAN BENITO COUNTY
GOVERNMENTS**


By: _____
Scott Eades
District Director

By: _____
Scott Freels
SBCOG Chair

VERIFIED OF FUNDS & AUTHORITY:

**APPROVED AS TO FORM &
PROCEDURE:**

By: _____
Hannah Cary
Project Control Manager

By:  _____
Osman I. Mufti
SBCOG General Counsel

**CERTIFIED AS TO FINANCIAL
TERMS & POLICIES:**

By: _____
Lai Saephan
HQ Accounting Supervisor



STAFF REPORT

Action

Prepared By: Norma Aceves, Administrative Services Specialist

Subject: SBCOG Office Lease

Agenda Item No. 10

Approved By: Binu Abraham, Executive Director

Meeting Date: June 20, 2024

Recommendation:

- a. APPROVE lease between Council of San Benito County Governments and K & S Market, Inc. for an office space located at 650 San Benito Street, Suite 120.
- b. APPROVE release bid solicitation for tenant improvements based in architect design and specifications.

Summary:

The Council of San Benito County Governments (SBCOG)'s existing lease ends on July 31, 2024. Staff has identified office space at 650 San Benito Street, Suite 120, with a lease term from August 1, 2024, to July 31, 2029.

Background/ Discussion:

The current SBCOG office is located at 330 Tres Pinos Road, Suite C7. SBCOG has been at this location over 16 years with the lease set to expire on July 31, 2024. The office building needs substantial improvements including essential building and safety improvements, remodeling to accommodate the needs of our agency, and improvements in communication and security systems.

SBCOG has found a location that is more central to our agency partners, located at 650 San Benito Street, Suite 120. This location is 1950 square feet. The monthly rent will be \$2,925.00 a month with a 4% annual increase thereafter. There is also a triple net lease at approximately \$816.00 a month which covers real property taxes, garbage, PG&E for the exterior of the building, fire alarm system, power washing and general maintenance of the exterior. A security deposit of \$2,925.00 is required and payable at execution of the lease agreement.

The new space would require renovations including office reconfiguration, new floors, IT migration, upgrades to communications and security systems, electrical work, new furniture, painting, and other essential improvements with anticipated costs between \$200,000 and \$223,000. Additionally, we expect costs of \$7,000 associated with moving and terminating the existing lease.

Estimate cost breakdown is as follows:

Construction	\$	185,000
Architect	\$	8,500
IT Upgrades	\$	10,000
Electrical	\$	8,500
Furniture	\$	11,000
Movers	\$	6,000
Moving Supplies	\$	500
Cleaners	\$	500

Financial Impact:

Monthly rent, including triple net lease, starts at \$3,741.00 with 4% annual increase thereafter. A security deposit \$2925.00 is required. Additionally, we anticipate higher insurance costs due to the elevated coverage required at this location.

The total anticipated costs for the move and tenant improvements range from \$200,000 to \$230,000. In the FY 23 budget, the Board allocated \$60,000 for improvements to the current SBCOG office, which remains unused. Staff now seeks an additional \$170,000 to fulfill the financial requirements for this project.

Attachment:

1. Draft- Lease Agreement with K & S Market, Inc.
2. Current floor plan

LEASE AGREEMENT

Between

LANDLORD:

K&S MARKET, INC.
A California Corporation

And

TENANT:

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

~~a political subdivision of the
State of California~~
California
Joint Powers Authority

PREMISES:

**650 San Benito Street, Suite 120
Hollister, California 95023**

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THIS LEASE AGREEMENT ("Lease") is made and entered into on the date hereafter set forth by and between K&S MARKET, INC., a California Corporation ("Landlord"), and COUNCIL OF SAN BENITO COUNTY GOVERNMENTS, a ~~political subdivision of the State of California~~ California Joint Powers Authority ("Tenant"), ~~hereinafter referred to as "Landlord" and "Tenant", respectively.~~

The parties hereto agree as follows:

1. LEASE/USE. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the purposes of conducting therein transportation planning services and operations associated with related to Tenants responsibilities as a Regional Transportation Planning Agency (RTPA), Local Transportation Authority (LTA), Service Authority for Freeways and Expressways (SAFE) and Airport Land Use Commission (ALUC) ~~a designated Regional Transportation Planning Agency ("RTPA")~~ for the San Benito County region, and for no other purposes, those certain Premises (as hereinafter described) with appurtenances described as hereinafter set forth.

2. PREMISES. The premises leased to Tenant, together with appurtenances, consist of 1,950 square feet, more or less, known as Suite 120, within the building (the "Building") located at 650 San Benito Street, Hollister, California (hereinafter referred to as "the Premises").

Tenant acknowledges that it has examined the Premises before taking possession hereunder. Tenant further acknowledges that such taking of possession shall be conclusive evidence as against Tenant that at the time thereof the Premises are in good order and satisfactory condition, that there are no representations or warranties by Landlord regarding the condition of the Premises or the Property (as hereinafter defined) or the suitability thereof for Tenant's proposed use or improvements (if any), and that the Premises are accepted in an "AS IS", "WHERE IS" condition, and Landlord shall have no obligation to improve the same in any way, except as otherwise provided herein.

3. TERM/POSSESSION. The term of this Lease shall be for a period of five (5) years, commencing on the day after the current tenant vacates the Premises which is anticipated to be on or about August - July 15, 2024 (the "Commencement Date") and terminating on July 31, 2029 (the "Termination Date") (hereinafter "the Term").

4. RENT. Monthly rent shall be paid by Tenant to Landlord in the following amounts with the first rent payment due September 1, 2024 and monthly payments thereafter for the ~~five (5) year~~ Term of this Lease.

Term	Rent
August <u>September 1, 2024</u> through July 31, 2025	\$2,925.00
August 1, 2025 through July 31, 2026	\$3,042.00
August 1, 2026 through July 31, 2027	\$3,164.00
August 1, 2027 through July 31, 2028	\$3,291.00
August 1, 2028 through July 31, 2029	\$3,423.00

Such rent shall be paid, in advance, commencing on the first day of each and every calendar month set forth herein and continuing on the same date of each month thereafter during the Term of this Lease. All payments received by Landlord from Tenant shall be applied to the oldest payment obligation owed by Tenant to Landlord. No designation by Tenant, either in a separate writing or on a check or money order, shall modify this clause or have any force or effect. All rent shall be paid to Landlord's agent,

A.G. Davi at 484-D Washington Street, Monterey, California 93942, or to such other person or at such other place as Landlord may from time to time designate in writing and shall be paid in lawful money of the United States of America without deduction, offset, prior notice, or demand.

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5. SECURITY DEPOSIT. Prior to the commencement of the Term of this Lease, Tenant shall deposit with Landlord the sum of Two Thousand Nine Hundred Twenty-Five Dollars (\$2,925.00) as a security deposit for the performance by Tenant of all the terms, covenants, conditions, agreements of this Lease. In the event Tenant breaches any term, covenant, condition or agreement of this Lease, Landlord may use the security deposit, or any portion of it, to cure the breach or to compensate Landlord for all costs, expenses and damages sustained by Landlord resulting from Tenant's breach. On written demand by Landlord, Tenant shall immediately deposit with Landlord a sum equal to the portion of the security deposit necessary to increase the same to the Two Thousand Nine Hundred Twenty-Five Dollars (\$2,925.00) initially deposited with Landlord. In the event Tenant shall not then be in Default (as hereinafter defined) as to any of the terms, covenants, conditions or agreements of this Lease on expiration or termination of this Lease, Landlord shall return said security deposit to Tenant. Landlord's obligations with respect to this security deposit are those of a debtor and not a trustee. No interest shall accrue or be paid on the security deposit and Landlord may commingle it, use it in the ordinary course of business, or in any other way, and may assign or transfer the same.

6. LATE CHARGE. Tenant acknowledges that late payment to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installment of rent or any other sum due from Tenant is not received by Landlord within five (5) days after such amount shall be due, Tenant shall pay to Landlord a charge equal to six percent (6%) of the outstanding obligation plus any costs and attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charge represents a fair and reasonable estimate of costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

7. RETURNED CHECKS. Returned checks are considered as unpaid rent and as such Tenant will be charged a six percent (6%) late charge and a Forty Dollar (\$40.00) non-sufficient funds or NSF fee for all returned checks. In the event of a returned check, the amount in question will be due immediately, payable by money order or cashier's check only, including the late charge and non-sufficient funds fee.

8. REAL PROPERTY TAXES. Tenant covenants during the Term of this Lease or any extension thereof, to pay monthly with the rent Tenant's pro-rata share of any and all real property taxes (as defined below) levied upon the real property commonly known as 650 San Benito Street, Hollister, California, including all buildings and improvements constructed thereon (collectively, the "Property") Tenant's share will be 9.3768% of the real property taxes levied upon the Property; said real property expenses are reflected and made a part of the monthly reimbursement payable by Tenant to Landlord in Paragraph 11 below. All payments due under this Paragraph 8 shall be deemed additional rent.

The term "real property taxes" as used herein shall be deemed to mean all general and special real property taxes and assessments and governmental levies and charges of any and every kind, nature and sort whatsoever, ordinary and extraordinary, foreseen and unforeseen, and substitutes therefor or supplements thereto, including the cost to Landlord of any appeals or contests of any taxes or assessments, except any inheritance, estate, succession, transfer or gift tax imposed on Landlord or any income tax specifically payable by Landlord as a separate tax-paying entity without

regard to Landlord's income source as arising from or out of the Property which may be levied or assessed by any lawful authority against the Property applicable to the period from the Commencement Date until the expiration or sooner termination of this Lease.

All real estate property taxes for the tax year in which the Term commences and for the tax year in which this Lease terminates shall be apportioned and adjusted so that Tenant shall not be responsible for taxes and assessments for a period of time occurring prior to the time the Term commences or subsequent to the Term.

9. INSURANCE REIMBURSEMENT. Tenant covenants during the Term of this Lease or any extension to reimburse Landlord for Tenant's pro-rata share of any and all insurance costs paid by Landlord for the Property along with the monthly rent. Tenant's share will be 9.3768%. Each year Landlord shall adjust said monthly cost to reflect the actual cost; said insurance expenses are reflected and made a part of the monthly reimbursement payable by Tenant to Landlord in Paragraph 11 below. All payments due under this Paragraph 9 shall be deemed additional rent.

10. PERSONAL PROPERTY TAXES. During the Term of this Lease and any extension hereof, Tenant shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Tenant contained in the Premises, and when possible, Tenant shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the Building. In the event any or all of the Tenant's fixtures, furnishings, equipment and other personal property shall be assessed and taxed with the Building, the Tenant shall pay to Landlord any taxes levied or assessed against Tenant's personal property within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to the Tenant's property.

11. PARKING AND COMMON FACILITIES. The Lease of said Premises includes appurtenant rights of access to the same by Tenant, and Tenant's clients, employees, agents, and invitees, through the Common Area (as hereinafter defined) of the Property upon which the Building is located and through the Common Area of the Building and the non-exclusive right of Tenant and said persons to park vehicles in any designated spaces within the Common Area. Landlord covenants that the Common Area of the Property includes, but is not limited to, all areas and facilities outside the Premises within the Building and on the Property upon which the Building is located that are provided and designated by Landlord from time to time for the general use and convenience of Tenant and other tenants of the Building and the Property upon which the Building is located, and their respective authorized clients, customers, authorized representatives, employees, agents, and invitees and includes, without limitation, any sidewalks, corridors, stairways, lobbies, balconies, parking lots, as well as landscaping surrounding the Building, elevator(s), restrooms, hallways and decks of the Building in which the Premises are situated but which are outside of the Premises (collectively the "Common Area").

Tenant, and its clients, customers, employees, agents, and invitees, and other authorized representatives, shall have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers, licensees and subtenants, to use said Common Area during the Term of this Lease, or any extension thereof, for the uses for which they were designed, including but not limited to ingress and egress, roadway, sidewalk and automobile parking, provided that the condemnation or other taking by any public authority, or sale in lieu of condemnation, of any or all of such Common Area shall not constitute a violation of this covenant. Landlord reserves

the right to change the entrances, exits, traffic lanes and the boundaries and locations of such parking area or areas.

(a) Landlord shall cause the Common Area to be maintained in good condition and repair during the Term of this Lease or any extension of the Term hereof.

(b) Landlord shall keep or cause to be kept said Common Area in neat, clean and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof, but all expenses in connection with the operation, maintenance and repair of such Common Area (the "Operating Expenses") shall be charged and prorated in the manner hereinafter set forth. It is understood and agreed that the phrase "Operating Expenses" as used herein shall be construed as the total costs and expenses incurred by Landlord relating to the ownership, operation and administration of the Property including, without limitation, all costs incurred for the Common Area for all general maintenance and repairs, any elevator maintenance, resurfacing, painting, re-striping, cleaning, sweeping and janitorial services; planting and landscaping; lighting and other utilities; directional signs and other markers and bumpers; personnel to implement such services and to police the Common Area; any fees payable to third parties (whether or not affiliated with Landlord) to manage the operation of the Common Area, exterior signs and tenant directories, real estate property taxes to be paid for by Landlord for the Property under Paragraph 8 hereof, the cost of the premiums for the insurance policies maintained by Landlord under Paragraph 9, heating and air conditioning installation systems (if any) maintenance and repairs, fire alarm and fire sprinkler maintenance, inspections and monitoring, gutter and roof cleaning and maintenance, bird control and prevention, a reasonable allowance to Landlord for Landlord's supervision of said Common Area (but said cost of supervision shall not exceed in any calendar year ten percent (10%) of the total of the aforementioned expenses for said calendar year) and any other cost Landlord deems necessary in the operation of the Common Area.

Tenant's pro rata share of said costs and expenses is 9.3768% which Tenant shall pay along with the monthly rent. **TENANT'S INITIAL MONTHLY REIMBURSEMENT IS \$817.00**, which Tenant shall pay along with the monthly rent. Landlord will bill to Tenant any shortage in the cost, which will be payable within ten (10) days from receipt of notice and any overage shall be credited to Tenant. Landlord will adjust annually the monthly Operating Expenses to reflect Landlord's best estimate of said cost. An accounting period is a calendar year or if a fiscal year commencing each July 1, and ending each June 30, except for the first accounting period shall commence on the date of the Term of the Lease commences and the last period shall end on the date the Lease expires or is terminated. It is understood and agreed that the Common Area is not a portion of the Premises leased to Tenant hereunder. All payments due under this Paragraph 11 shall be deemed additional rent.

(c) The Tenant, in the use of said Common Area, agrees to comply with such reasonable rules and regulations as the Landlord may adopt from time to time for the orderly and proper operation of said Common Area.

(d) Landlord shall have the right to close, if necessary, all or any portion of the Common Area to such extent as may in the opinion of Landlord's counsel be necessary or desirable in order to prevent a dedication thereof or the accrual or any rights of any person or of the public therein; to close temporarily all or any portion of the Common Area to discourage non-customer use; to use portions of the Common Area while engaged in making additional improvements or repairs or alterations to the center; and to do and perform such other acts in, to, or with respect to the Common Area as Landlord, in its sole judgment, shall determine to be appropriate for the center.

(e) Landlord shall have the right to increase or reduce the Common Area, and to rearrange the parking spaces, driveways, entrances, exits and improvements on and within the Common Area. Tenant shall not park in any parking spaces which are presently reserved for other tenants at the Property, unless otherwise directed by Landlord.

(f) Landlord shall have the sole right to place vending or amusement devices and public telephones in the Common Area.

12. UTILITIES. Tenant shall pay before delinquency all charges for water, gas, heat, electricity, power, telephone service, internet service, garbage and recycling collection, and all other services or utilities used in, upon, or about the Premises by Tenant or any of its subtenants, licensees, or concessionaires during the Term of this Lease, or any extension thereof, provided that such utilities are billed separately and directly to Tenant by the entities supplying the same.

In the event that certain utilities at said Premises are commonly metered, Landlord shall bill to Tenant and Tenant shall pay to Landlord within ten (10) days of a statement received by Tenant, such amount as Landlord shall determine to be Tenant's share of usage of any such utilities and ancillary services. Tenant's pro rata share of the common area metered utilities is 9.3768% which Tenant shall pay along with the monthly rent. Said common area metered utilities are reflected and made a part of the monthly reimbursement payable by Tenant to Landlord in Paragraph 11 above. All payments due under this Paragraph 12 shall be deemed additional rent. There shall be appropriate adjustment of Tenant's share of such charges as of the commencement and expiration of the Term of this Lease.

13. ESTIMATED REIMBURSEMENT STATEMENTS. Landlord and Tenant agree that Landlord may at Landlord's option elect to estimate the approximate reimbursement of the aforementioned Common Area, real estate property tax, insurance and utility costs on a monthly basis. Tenant agrees to pay said amount along with Tenant's monthly rent. Landlord and Tenant further agree that Landlord shall review the aforementioned estimated reimbursement amount and Landlord shall adjust said amount to reflect the actual annual costs.

14. WASTE. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in or around the Building in which the Premises may be located.

15. USES PROHIBITED. Tenant shall not use, or permit said Premises, or any part thereof, to be used for any other purpose or purposes other than the purpose or purposes for which said Premises are hereby leased; and no use shall be made or permitted to be made of said Premises nor acts done, which will increase the existing rate of insurance upon the Building in which said Premises may be located (once said rate is established), or cause a cancellation of any insurance policy covering said Building or any part thereof, nor shall Tenant sell or permit to be kept, used or sold in or about said Premises any article which may be prohibited by standard form of fire insurance policies. Tenant shall, at its sole cost, comply with any and all requirements, pertaining to the use of said Premises, of any insurance organization or company necessary for the maintenance or reasonable fire and public liability insurance, covering said Building and appurtenances. In the event Tenant's use of the Premises, as recited in Paragraph 1 hereof, results in a rate increase for the Building of which the Premises are a part, Tenant shall pay annually on the anniversary date of this Lease, as additional rent, a sum equal to that of the additional premium occasioned by said rate increase.

16. HAZARDOUS SUBSTANCES. The term "Hazardous Substances," as used in this Paragraph 16, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

16.1 Environmental Prohibitions. Tenant shall not cause or permit to occur:

(a) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and groundwater conditions; or

(b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance arising from Tenant's use or occupancy of the Premises.

16.2 Environmental Compliance.

(a) Tenant shall, at Tenant's expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances (the "Laws").

(b) Tenant shall, at Tenant's expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(c) If any Authority or any third party demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term, at or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, then Tenant shall, at Tenant's expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all work required by such clean-up plans.

(d) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances at, on or from the Premises that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Paragraph 16.2, within a reasonable time, Landlord may do so; and reasonably in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord reasonably deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and, Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages, under any Law shall constitute a waiver of any of Tenant's obligations under this Paragraph 16.2.

(e) Tenant's obligations and liabilities under this Paragraph 16.2 shall survive the expiration or termination of this Lease.

16.3 Environmental Indemnity.

Tenant shall indemnify, defend, and hold harmless Landlord, Landlord's shareholders, officers, directors, employees, agents, contractors, or invitees from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs ~~during the Term, or any extension thereof~~, at or from the Premises during the Term, or any extension thereof, or which arises at any time from Tenant's use or occupancy of the Premises ~~during the Term, or any extension thereof~~, or from Tenant's failure to provide all information, make all submissions, and take all actions required by all Authorities under the Laws. Tenant's obligations and liabilities under this Paragraph 16.3 shall survive the expiration or termination of this Lease.

17. ALTERATIONS AND ADDITIONS. Except as otherwise provided herein, Tenant shall not make any structural or exterior alterations to the Premises without Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

Tenant, at its sole cost and expense, shall have the right to make, without Landlord's consent, nonstructural alterations to the interior of the Premises that Tenant requires in order to conduct its business on the Premises.

In making any alterations that require Landlord's prior consent, Tenant shall comply with the following:

Tenant shall submit for Landlord's approval reasonably detailed final plans and specifications and working drawings of the proposed alterations (where plans and specifications and working drawings are customarily prepared in connection with such alterations) and the name of its contractor at least fifteen (15) days before the date it intends to commence the alterations.

The alterations shall not be commenced until five (5) days after Landlord has received notice from Tenant stating the date the installation of the alterations is to commence so that Landlord can post and record an appropriate notice of non-responsibility.

The alterations shall be approved by all appropriate government agencies and all applicable permits and authorizations shall be obtained by Tenant before commencement of the alterations.

All alterations shall be completed with due diligence in compliance with the plans and specifications and working drawings and all applicable laws.

Any addition or alteration to the Premises, except movable furniture and trade fixtures, shall become at one a part of the realty and belong to Landlord at the expiration or termination of the Term, or any extension thereof, unless specific agreement to the contrary is entered into in writing by both parties. Alterations and additions that are not to be deemed as trade fixtures shall include heating, lighting, electrical systems, air-conditioning, partitioning, carpeting, or any other installation that has become an integral part of the Premises.

Tenant shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Paragraph 17 or whether done as part of the maintenance provisions of Paragraph 18 below. Any alterations undertaken by Tenant under the provisions of this paragraph shall be

performed by contractors licensed by the California Contractors State License Board and undertaken in accordance with all local, state and federal laws, codes and regulations. Tenant shall keep the Building, other improvements and land of which the Premises are a part, free and clear of all mechanic's liens resulting from the construction done by or for Tenant.

18. MAINTENANCE AND REPAIR. Tenant shall, at Tenant's sole cost and expense, keep, maintain, and repair the Premises and that portion of the Building in which they are situated in good and sanitary order and condition (except as hereinafter provided with respect to Landlord's obligation) including without limitation, the maintenance, repair and/or replacement of any store front, doors, door assemblies, windows, window casements, glazing, water heaters, heating and air conditioning installation systems (if any), plumbing (such as clearing stoppages in pipes that originate inside the Premises and can be cleared from within the Premises), pipes, electrical wiring and conduit, lighting (including the repair and replacement of light fixtures, bulbs and ballasts within the Premises), interior painted surfaces, floor coverings, any damage caused by trespassers or vandals, and all damage or deterioration caused by any acts of Tenant or Tenant's employees, agents, invitees, licensees, or contractors. Tenant, at its sole cost and expense, shall also provide adequate fire extinguishers in the Premises as required by law.

Tenant hereby waives all right to make repairs at the expense of Landlord as provided in §1942 of the Civil Code of the State of California and Tenant hereby waives all rights provided for by §1941 of said Civil Code. By entering into the Premises, Tenant shall be deemed to have accepted the Premises as being in good and sanitary order, condition and repair and Tenant agrees on the last day of said Term, or any extension thereof, or sooner termination of this Lease to surrender the Premises with appurtenances, in the same condition as when received, reasonable use and wear thereof and damage by fire, act of God or by the elements excepted.

Subject to the provisions of Paragraph 2 (Premises), Paragraph 11 (Parking and Common Facilities), Paragraph 16 (Hazardous Substances), this Paragraph 18, Paragraph 22 (Damage and Destruction of Premises) and Paragraph 23 (Condemnation), Landlord shall keep in good order, condition and repair the foundations, exterior load-bearing walls, and structural portions of the roof, roof membrane, fire sprinkler and/or standpipe and hose or other automatic fire extinguishing system including fire alarm and/or smoke detection systems and equipment, fire hydrants, parking lots, walkways, driveways, landscaping, fences, signs and utility systems serving the Common Area and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 11, provided, however, that anything to the contrary notwithstanding contained in this Lease, the Landlord shall not be required to make any repairs unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period of time thereafter within which to commence and complete said repairs. Landlord agrees to use due diligence in the making of said repairs upon receipt of Tenant's notice with regards thereto.

19. FREE FROM LIENS. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished, or obligation incurred by Tenant.

20. COMPLIANCE WITH LAWS.

(a) Tenant shall comply with all applicable city, state and federal authorities now in force or which may hereafter be in force laws, including the Americans with Disabilities Act of 1980, as it has been or may later be amended ("the ADA"), regarding the operation of Tenant's business and the use, condition, configuration and occupancy of the Premises. Tenant acknowledges and agrees that Tenant

shall be solely liable for any and all costs and expenses relating to compliance with such applicable laws arising from or related to any alterations constructed in the Premises. Tenant shall, within ten (10) days after receipt, provide Landlord with copies of any notices it receives regarding a violation or alleged violation of any laws. Tenant shall all times comply with any covenants, rules or regulations affecting the Property from time to time.

(b) Tenant shall the sole responsibility for complying, at Tenant's cost, with any and all provisions of the ADA and any other applicable laws, (i) with respect to the Premises, and (ii) with respect to the Common Areas where in the case of this clause (iii) such compliance has been brought about by: (A) any initial improvements or alterations to the Premises or to the Common Areas made by or on behalf of Tenant, whether by Landlord or otherwise, and whether performed before or after the Commencement Date; (B) requirements of Tenant's employees, any Tenant related parties or any changes to Tenant's use of the Premises; or (C) any architectural barriers caused by Tenant's installation of any equipment, fixtures, furniture, or other personal property in or about the Premises.

(c) Landlord makes no warranty that the permitted use set out in Paragraph 1 is permitted for the Premises under the applicable laws. Tenant shall be solely responsible for confirming that such use is a permitted use under applicable laws, and for securing all licenses and permits applicable to its use or tenancy of the Premises

(d) Required Accessibility Disclosure. Landlord hereby advises Tenant that the Premises have not undergone an inspection by a certified access specialist, and except to the extent expressly set forth in this Lease, Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards. The following disclosure is hereby made pursuant to California Civil Code §1938(e):

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Building in which the Premises are located with regard to such inspections and shall be subject to Landlord's prior written consent.

21. INDEMNITY AND EXCULPATION/INSURANCE.

(a) **Exculpation of Landlord.** Landlord, Landlord's shareholders, officers, directors, employees, agents, contractors, or invitees shall not be liable for any loss, injury or damage to any property upon the Premises, whether the same be Tenant's property or any other person's property, nor to any person upon said Premises ~~or the adjoining sidewalks.~~ Unless such loss, injury, or damage is caused by the gross negligence or willful misconduct of Landlord, Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord, Landlord's

shareholders, officers, directors, employees, agents, contractors, or invitees for damage to goods, wares and merchandise in, upon or about the Premises, and for injuries to Tenant, Tenant's agents or other persons in or about the Premises ~~or sidewalks adjoining the Premises~~ from any cause arising at any time, unless such loss, injury, or damage is caused by the gross negligence or willful misconduct of Landlord.

(b) Indemnification. Tenant shall indemnify, defend and hold Landlord, Landlord's shareholders, officers, directors, employees, agents, contractors, or invitees harmless from and against any and all claims of liability for any injury or damage to any person or property arising from Tenant's use of the Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises ~~or elsewhere.~~

Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims of liability for any injury or damage to any person or property arising from the gross negligence or willful misconduct of Landlord relating to the Premises or arising from its condition.

The obligation of each party hereto under this paragraph to indemnify, defend, and hold the other party harmless shall be limited to any sum that exceeds the amount of insurance proceeds, if any, received on account of said damage claims.

(c) Liability Insurance. Tenant, at its cost, shall maintain commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises.

Tenant's commercial general liability insurance shall insure performance by Tenant of the indemnification provisions of subparagraph (b) of this paragraph above. Landlord shall be named as an additional insured on the policy identified in this subparagraph (c).

(d) Other Insurance Matters. All the insurance required under this Lease shall:

1. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A status as rated in the most recent edition of *Best's Insurance Reports*.
2. Be issued as a primary policy.
3. Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties and to Landlord's lender before cancellation or change in the coverage, scope or amount of any policy.

The insurance policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with Landlord at the commencement of the Term and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

22. DAMAGE AND DESTRUCTION OF PREMISES.

(a) If, during the Term, or any extension thereof, the Premises or the Building or other improvements in which the Premises are located are totally or partially destroyed from a risk covered by insurance rendering the Premises totally or partially inaccessible or unusable, Landlord shall restore the

Premises or the Building or other improvements in which the Premises are located to substantially the

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same condition they were in immediately before destruction. Such destruction will not terminate this Lease and all sums due hereunder shall continue to be paid, subject to reduction under subparagraph (c) of this paragraph. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

However, if the cost of the restoration exceeds the amount of proceeds received from insurance, Landlord may elect to terminate this Lease by giving notice to Tenant within thirty (30) days after determining that the restoration costs will exceed the insurance proceeds. In the case of destruction to the Premises only, if Landlord elects to terminate this Lease, Tenant, within fifteen (15) days after receiving Landlord's notice to terminate, can elect to pay Landlord, at the time Tenant notifies Landlord of its election, the difference between the amount of insurance proceeds and the costs of restoration in which case Landlord shall restore the Premises. Landlord shall give Tenant satisfactory evidence that all sums contributed by Tenant as provided in this paragraph have been expended by Landlord in paying the costs of restoration. If Landlord elects to terminate this Lease and Tenant does not elect to contribute toward the costs of restoration as provided herein, this Lease shall terminate.

(b) If, during the Term, or any extension thereof, the Premises or the Building or other improvements in which the Premises are located are totally or partially destroyed from a risk not covered by insurance rendering the Premises totally or partially inaccessible or unusable, then Landlord may, by notice to Tenant given within fifteen (15) days after determining restoration costs, elect either to terminate this Lease or to restore the Premises, the Building or such other improvements. Any alterations made by Tenant, Tenant's trade fixtures, or Tenant's personal property shall be the sole responsibility of Tenant to restore.

(c) In the event the Premises are to be restored by Landlord under the provision of subparagraphs (a) and (b) above, the rent due hereunder shall be reduced in proportion to the loss of use of the Premises by Tenant, commencing with the first rental payment due after damage or destruction.

23. CONDEMNATION. If, during the Term or during the period of time between the execution of this Lease and the date the Term commences, there is any taking of all or any part of the Premises or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined as hereinafter provided.

(a) If the Premises are totally taken by condemnation, this Lease shall terminate on the date of taking.

(b) If any portion of the Premises is taken by condemnation, this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if the remaining portion of the Building or other improvements or the parking areas that are a part of the Premises is rendered unsuitable for Tenant's continued use of the Premises, in Tenant's sole discretion. If Tenant elects to terminate this Lease, Tenant must exercise its right to terminate pursuant to this paragraph by giving notice to Landlord within thirty (30) days after the nature and the extent of the taking has been finally determined. If Tenant elects to terminate this Lease as provided for in this paragraph, Tenant shall also notify Landlord of the date of termination, which date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate. If Tenant does not elect to terminate this Lease within said period, this Lease shall continue in full force and effect as otherwise provided herein. However, if within thirty (30) days after the date that the nature and extent of the taking are finally determined, Landlord notifies Tenant that Landlord at its cost will add on to the remaining premises and

parking area so that the area and the approximate layout of the Premises and parking area will be substantially the same after the date of taking as they were before the date of taking, and Landlord commences the restoration immediately and completes the restoration within ninety (90) days after Landlord notifies Tenant, this Lease shall continue in full force and effect without any reduction in minimum monthly rent, except the reduction made pursuant to the following paragraph.

(c) If any portion of the Premises is taken by condemnation and this Lease remains in full force and effect, on the date of taking the rent shall be reduced by an amount that is in the same ratio to the rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the date of taking.

(d) Each party hereto waives the provision of Code of Civil Procedure §1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taken of the Premises.

(e) If there is a partial taking of the Premises and this Lease remains in full force and effect, Tenant at its cost shall accomplish all necessary restoration.

(f) The award shall belong to and be paid to Landlord, except that Tenant shall receive from the award the following:

(1) The sum attributable to any improvements or alterations made to the Premises by Tenant in accordance with this Lease, which Tenant has the right to remove from the Premises pursuant to the provisions of this Lease but elects not to remove. However, if Tenant elects to remove any of such improvements or alterations, a sum for reasonable removal and relocation costs not to exceed the market value of such improvements or alterations.

(2) A sum attributable to that portion of the award constituting severance damages for the restoration of the Premises, but only if Tenant undertakes such restoration at its sole cost.

(3) A sum paid to Tenant from the entity undertaking condemnation for loss of good will of Tenant.

24. ABANDONMENT. The Premises shall be deemed abandoned by Tenant, if, after failure by Tenant to pay an installment of rent pursuant to Paragraph 4 of this Lease, or any portion thereof, for any rental month, and after the date of service of a written notice on Tenant pursuant to California Code of Civil Procedure §§ 1161 and 1162, demanding that Tenant either pay the amount of rent then due or quit the Premises, (a) Tenant has been absent from the Premises for a period of fourteen (14) consecutive days, and (b) Tenant has neither contacted Landlord in person nor cured said rent Default.

Upon such abandonment by Tenant:

(a) Landlord has the remedy described in California Civil Code § 1951.4 (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations); or

(b) Landlord the right to invoke the remedy described in California Civil Code § 1951.2 (suit for damages).

25. PERSONAL PROPERTY REMAINING ON PREMISES. After Tenant vacates the Premises, either by (a) expiration of the Term or any extension thereof, (b) termination of the tenancy pursuant to the terms of this Lease, or (c) abandonment or surrender, Landlord may reenter and retake possession of the Premises. Any personal property remaining on the Premises shall be returned to Tenant, placed in storage or disposed of as provided in Civil Code §§ 1993 et seq.

26. SIGNS AND AUCTIONS. Tenant shall not place or permit to be placed any sign, advertisement, awning, banner, exterior light, pennant, flag, door lettering, placard, or other exterior decoration, or any interior sign visible from the outside of the Building in which the Premises are located, without Landlord's written consent. Any sign placed on the Premises shall comply with all laws, and Tenant shall obtain an approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval. Approval fees and the costs of preparing an erection of such signs shall be at Tenant's sole cost and expense.

Tenant shall remove all of its signs at its sole cost and expense and restore the Premises (including repainting over any sign placed on the exterior portion of the Building in which the Premises are located) to its condition existing at the Commencement Date (reasonable wear and tear excepted) at the expiration or earlier termination of this Lease.

No "sandwich" folding type signs are permitted by Landlord. Tenant shall not display or sell merchandise outside the defined exterior walls and permanent doorways of the Premises.

Tenant shall not conduct or permit to be conducted any sale by auction in, upon or from the Premises, whether said auction be voluntary, involuntary, pursuant to any assignment for the payment of creditors or pursuant to any bankruptcy or other solvency proceedings.

27. ENTRY. Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:

(a) To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease.

(b) To do any necessary maintenance and to make any restoration to the Premises that Landlord has the right or obligation to perform.

(c) To serve, post or keep posted any notices required or allowed under the provisions of this Lease or by law.

(d) To post "for sale" signs at any time during the Term or any extension thereof, to post "for rent" or "for lease" signs during the last ninety (90) days of the Term or any extension thereof, or during any period while Tenant is in Default.

(e) To show the Premises to prospective brokers, agents, buyers, tenants or persons interested in an exchange at any time during the Term or any extension thereof.

The above requirements of this Paragraph 27 making Landlord's entry into the Premises subject to ~~reasonable-no less than 72 hours~~ prior written notice to Tenant, and entry without unreasonably interfering with Tenant's business shall not apply to entry by Landlord and its authorized representatives in the event of any emergency which reasonably requires entry without compliance with said conditions of entry.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Landlord's entry on the Premises as provided in this paragraph, except damage resulting from the gross negligence or willful misconduct of Landlord or its authorized representatives.

28. ASSIGNMENT AND SUBLETTING.

(a) Landlord's Consent Required. Tenant shall not mortgage, pledge, hypothecate or encumber this Lease or any interest therein except as otherwise set forth herein. Tenant shall not assign this Lease or sublet the Premises or any part thereof, without the prior written consent of Landlord and any attempt to do so without such consent being first had and obtained shall be wholly void and shall constitute a breach of this Lease.

(b) Reasonable Consent. If Tenant complies with the following conditions, Landlord shall not unreasonably withhold, condition or delay its consent to an assignment of this Lease or the subletting of the Premises or any portion thereof. Tenant shall submit in writing to Landlord: (i) the name and legal composition of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business to be carried on in the Premises; (iii) the terms and provisions of the proposed assignment or sublease; and (iv) such reasonable financial information as Landlord may request concerning the proposed assignee or subtenant. Landlord may conduct reasonable investigations (including, without limitation, a background check and completed application) of Tenant's proposed subtenant or assignee at Tenant's sole cost.

(c) No Release of Tenant. No consent by Landlord to any assignment or subletting by Tenant shall relieve Tenant of any obligation to be performed by the Tenant under this Lease, whether occurring before or after such consent or assignment or subletting. The consent by Landlord to any assignment or subletting shall not relieve Tenant from the obligation to obtain Landlord's express written consent to any other assignment or subletting. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment or subletting or other transfer. Consent to one assignment or subletting or other transfer shall not be deemed to constitute consent to any subsequent subletting or other transfer.

(d) Assignment of Rent. Tenant shall immediately and irrevocably assign to Landlord as security for Tenant's obligations under this Lease, all rent from any subletting of all or any part of the Premises as permitted by this Lease, and Landlord, as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of act of Default by Tenant, Tenant shall have the right to collect such rent.

(e) Excess Rent. All rent received by Tenant from Tenant's subtenants in excess of the rent payable by Tenant to Landlord under this Lease shall be paid to Landlord, and any sums paid by an assignee to Tenant in consideration of assignment of this Lease shall be paid to Landlord.

(f) Fees. If Tenant requests Landlord to consent to a proposed assignment or subletting, Tenant shall pay to Landlord, whether or not consent is ultimately given, Landlord's reasonable administrative fees or attorney's fees incurred in connection with each such request, not to exceed the total sum of One Thousand Dollars (\$1,000.00) per request for consent.

No interests of Tenant in this Lease shall be assignable by operation of law. Each of the following acts shall be considered an involuntary assignment by operation of law:

(a) If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt.

(b) If a writ of attachment or execution is levied on this Lease.

(c) If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises.

An involuntary assignment shall constitute a Default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall be treated as an asset of Tenant.

29. DEFAULT. The occurrence of any of the following shall constitute a default (hereinafter "Default") by Tenant:

(a) Failure to pay rent or any other monies due and payable within five (5) days after the day of any month on which it is due and following three (3) days written notice from Landlord to Tenant of such delinquency.

(b) Abandonment of the Premises.

(c) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, when that failure continues for ten (10) days after written notice of Tenant's failure is given by Landlord to Tenant; provided, however, that if the nature of that Default is such that it cannot reasonably be cured within ten (10) days, Tenant shall not be deemed to be in Default if Tenant commences that cure within the ten (10) day period and thereafter diligently prosecutes it to completion.

(d) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when that seizure is not discharged within thirty (30) days.

29.1 Replacement of Statutory Notice Requirements. When this Lease requires service of a notice, that notice shall replace rather than supplement any equivalent or similar statutory notice, including any notices required by Code of Civil Procedure §1161 or any similar or successor statute. When a statute requires service of a notice in a particular manner, service of that notice (or a similar

notice required by this Lease) in the manner required by Paragraph 37 shall replace and satisfy the

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statutory service-of-notice procedures, including those required by Code of Civil Procedure §1162 or any similar or successor statute.

30. REMEDIES UPON DEFAULT. Landlord shall have the following remedies if Tenant commits a Default. These remedies are not exclusive but are cumulative in addition to any remedies now or later allowed by law.

(a) Landlord has the remedy described in California Civil Code §1951.4 (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or

(b) Landlord has the right to invoke the remedy described in California Civil Code §1951.2 (lease termination and suit for damages). If Landlord elects to terminate this Lease, Landlord may recover from Tenant: (1) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could reasonably have been avoided; (3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and (4) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of award" of the amount referred to in clauses (1) and (2) above is computed by allowing interest at the legal rate, as contemplated by California Civil Code §1951.2. The "worth at the time of award" of the amount referred to in clause (3) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

31. SUBORDINATION/ATTORNMENT. Upon request of the Landlord, Tenant will in writing subordinate its rights hereunder to the lien of any first mortgage, or first deed of trust, to any bank, insurance company or other lending institution, now or hereafter in force against the land and Building of which the Premises are a part, and upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

32. ESTOPPEL CERTIFICATE. Tenant shall at any time upon not less than ten (10) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that such Lease is unmodified and in full force and effect (or if modified, stating in reasonable detail the nature of such modifications), and the date to which the rent or other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises.

Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord and (ii) that there are no uncured defaults in Landlord's performance, and (iii) not more than thirty (30) days rent has been paid in advance.

33. SURRENDER OF PREMISES. On expiration of the Term or any extension thereof, Tenant shall surrender to Landlord the Premises in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the Premises covered by Paragraph 22, and except for alterations and fixtures that Tenant has the right to remove). Tenant shall remove all its personal property by the date of such termination of the Term or any extension thereof, and shall perform restoration made necessary by removal of any alterations or Tenant's personal property.

If Tenant fails to surrender the Premises to Landlord, on expiration or termination of the Term or any extension thereof, as required under this paragraph, then Tenant shall indemnify, defend and hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

34. SALE OF PREMISES BY LANDLORD. The term "Landlord" as used in this Lease, means only the owner for the time being of the land and Building containing the Premises, so that, in the event of any sale of said land or Building, or in the event of a Lease of said Building, the Landlord shall be and hereby is entirely freed and relieved of all covenants and obligations of the Landlord hereunder, and it shall be deemed and construed, without further agreement between the parties and the purchaser at any such sale, or the Tenant of the Building, which the purchaser or Tenant of the Building has assumed and agreed to carry out any and all covenants and obligations of the Landlord hereunder.

35. ATTORNEY'S FEES.

(a) If either party hereto fails to perform any of its obligations under this Lease or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Lease, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other party on account of such default and/or in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees and disbursements. Any such attorneys' fees and other expenses incurred by either party in enforcing a judgment in its favor under this Lease shall be recoverable separately from and in addition to any other amount included in such judgment, and such attorneys' fees obligation is intended to be severable from the other provisions of this Lease and to survive and not be merged into any such judgment.

(b) Without limiting the generality of Paragraph 35(a) above, if Landlord utilizes the services of an attorney for the purpose of collecting any rent due and unpaid by Tenant or in connection with any other breach of this Lease by Tenant, Tenant agrees to pay Landlord's actual attorneys' fees for such services, regardless of the fact that no legal action may be filed by Landlord or whether or not such matter proceeds to judgment.

36. HOLDING OVER. Any holding over after the expiration of the Term, or any extension thereof, shall be construed to be a tenancy from month-to-month, subject to all of the same

terms, covenants and conditions as are set forth in this Lease, including the payment of additional rent, except that Tenant's rent shall equal to One Hundred Twenty Five Percent (125%) of the rent payable during the last month of the Term preceding expiration or termination hereof.

37. NOTICES. Any notice, demand, consent, approval or communication that either party desires or is required to give to the other party or any other person shall be in writing and either personally served or sent by prepaid first-class mail. Any such notice shall be addressed to the other party as follows, except that either party may change its address by notifying the other of such a change of address. Notice shall be deemed effective upon actual receipt or refusal to accept delivery if personally served or within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

Landlord: K&S Market, Inc.
a California Corporation
650 San Benito Street, Suite 210
Hollister, California 95023

Tenant: Council of San Benito County Governments
a ~~political subdivision of the State of~~
California California Joint Powers Authority 650
San Benito Street, Suite 120
Hollister, California 95023

38. WAIVER. No delay or omission in the exercise of any right or remedy of Landlord on any Default by Tenant shall impair such right or remedy, or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other Default. It shall constitute only a waiver of timely payment for the particular rental payment involved. No act or conduct of Landlord, including but not limited to the acceptance of the keys to the Premises shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term or any extension thereof. Only a notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessarily Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any Default must be in writing and shall not be a waiver of any other Default concerning the same or any other provision of this Lease.

39. LEASE SQUARE FOOTAGE AGREEMENT. Tenant hereby acknowledges that it is leasing the Premises it viewed. Any square footage referenced in this Lease is an approximate figure and may not be the sole basis for the monthly rent. Tenant should measure the Premises to verify square footage prior to signing the Lease and must communicate any discrepancy to Landlord prior to signing this Lease. If Tenant elects not to measure the Premises and/or not communicate any discrepancy to Landlord and signs this Lease, Tenant will have no recourse if, during the Term or any extension thereof, or later, a discovery of inaccurate square footage is made to Landlord. Tenant hereby acknowledges that it physically visited and viewed the Premises and acknowledges that regardless of square footage, it is accepting and renting the Premises as viewed. Upon mutual execution of this Lease by Landlord and Tenant, Tenant will not thereafter challenge the square footage and/or determination of the square footage as contained in this Lease.

40. CONSTRUCTION. This Lease shall be construed and interpreted in accordance with the laws of the State of California. The parties acknowledge and agree that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease, including any exhibits and addenda attached hereto. All captions in this Lease are for reference only and shall not be used in the interpretation of this Lease. Whenever required by the context of this Lease, the singular shall include the plural, the masculine shall include the feminine, and vice versa. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect.

41. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties, and there are no binding agreements or representations between the parties except as expressed herein. Tenant acknowledges that neither Landlord nor Landlord's agent(s) has made any legally binding representation or warranty as to any matter except those expressly set forth herein, including any warranty as to (i) whether the Premises may be used for Tenant's intended use under existing law; (ii) the suitability of the Premises for the conduct of Tenant's business; or (iii) the condition of any improvements. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease.

42. AMENDMENTS. This Lease may be modified only in writing, signed by the parties in interest at the time of modification.

43. ~~[RESERVED]CONFIDENTIALITY.~~ ~~This Lease document, the terms of this Lease, and the covenants, obligations, and conditions contained in this Lease shall remain strictly confidential. Tenant agrees to keep such terms, covenants, obligations and conditions strictly confidential and not to disclose such matters to any other landlord, tenant, prospective tenant, or broker; provided, however, Tenant may provide a copy of this Lease to its attorney or to a non party solely in conjunction with Tenant's reasonable and good faith effort to secure an assignee or subtenant for the Premises.~~

Commented [OM1]: SBCOG is a public agency and is subject to the California Public Records Act, this Lease agreement once approved and executed is subject to disclosure.

44. TRIPLE NET LEASE. Landlord and Tenant acknowledge that, except as otherwise provided to the contrary in this Lease, it is their intent and agreement that this Lease be a "TRIPLE NET" Lease, and that as such, the provisions contained in this Lease are intended to pass on to Tenant or reimburse Landlord for the costs and expenses reasonably associated with this Lease, the Building and the Property, and Tenant's operation therefrom. To the extent such costs and expenses payable by Tenant cannot be charged directly to, and paid by, Tenant, such costs and expenses shall be paid by Landlord but reimbursed by Tenant as additional rent.

45. LOCKS AND KEYS. Locks may not be re-keyed, changed or added by Tenant without the prior written consent of Landlord. Locks must be left in place upon vacating the Premises and Landlord must have keys to all changed locks. Tenant shall not make or permit to be made any duplicate key without the prior written permission of Landlord. All keys to the Premises shall remain the property of Landlord and must be returned to Landlord or its agent upon the termination of this Lease. If Tenant fails to return all keys to the Premises at the termination of this Lease, then Landlord will have a locksmith re-key the locks at Tenant's expense.

46. **SUCCESSORS AND ASSIGNS.** The terms, covenants and conditions of this Lease shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all parties hereto.

47. **TIME.** Time is of the essence of this Lease and each and every term, condition and provision herein.

48. **CONSENT OR APPROVAL.** Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

49. **COUNTERPART COPIES.** This Lease (and any amendments to this Lease) may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes. To facilitate execution of this Lease, the parties may execute and exchange, by telephone facsimile or electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Lease to physically form one document.

50. **RECORDING.** Tenant shall not record this Lease or a memorandum of this Lease in the public records of the county where the Premises are located.

51. **INDEPENDENT LEGAL COUNSEL.** Tenant acknowledges that it has been urged to seek independent legal counsel with respect to the meaning and effect of this Lease.

IN WITNESS WHEREOF, the parties have signed this Lease on this _____ day of _____ 2024.

LANDLORD:

K&S MARKET, INC.,
Governments County of San Benito
a California Corporation

TENANT:

Council of San Benito County
Council of Governments

By _____
Susan K. Rivera, Vice-President

By _____
Scott Freels, Chair

Norma Rivera
2024-06-12 21:16:39

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APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

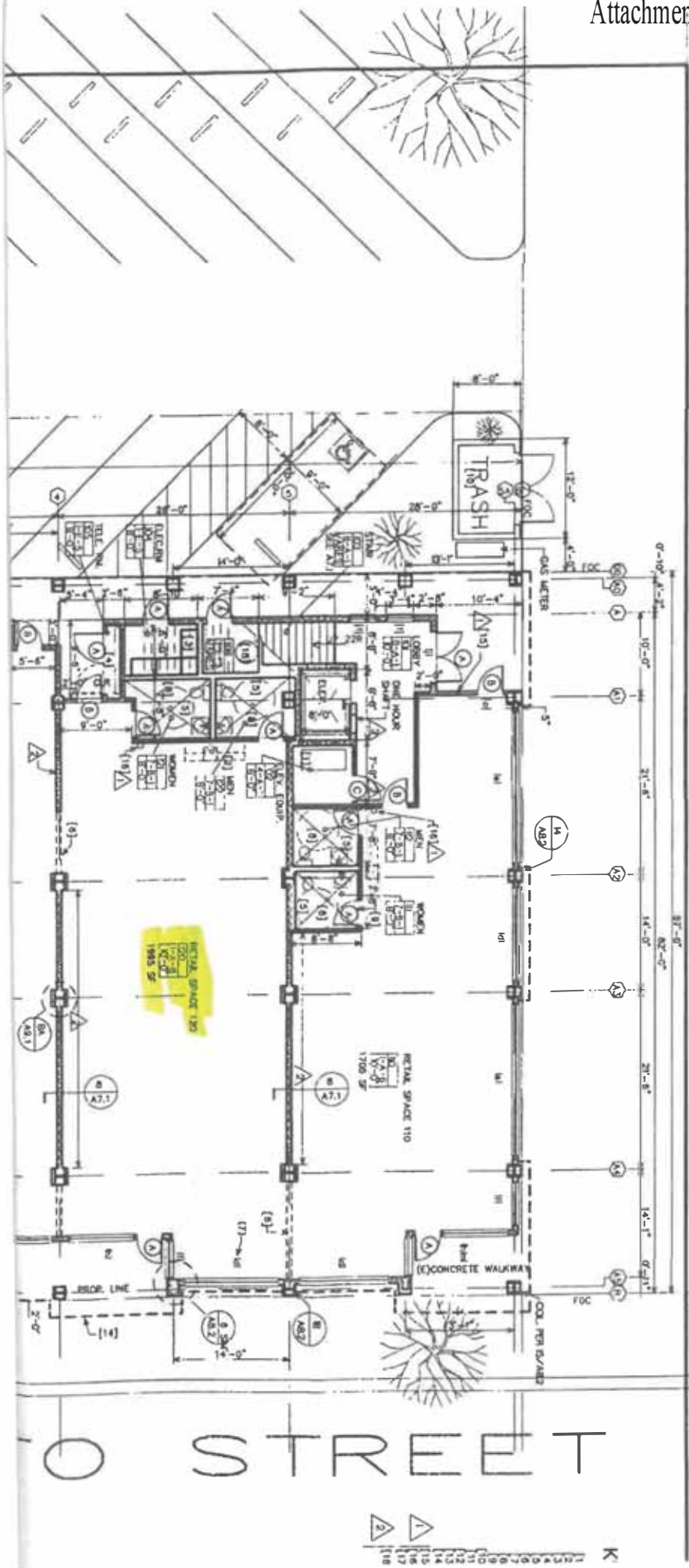
Deputy County Counsel Osman I. Mufti, SBCOG Counsel

Norma Rivera
2024-06-12 21:16:24

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Norma Rivera
2024-06-12 21:17:47

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SBCOG Counsel

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STAFF REPORT

Action

Prepared By: Norma Aceves, Administrative Services Specialist

Subject: Fiscal Year 2024-2025 Budget

Agenda Item No. 11

Approved By: Binu Abraham, Executive Director

Meeting Date: June 20, 2024

Recommendation:

- a. Receive presentation on the Fiscal Year 2024-2025 Budget.
- b. Hold public hearing on the Fiscal Year 2024-2025 Budget.
- c. Adopt Resolution 24-03 adopting the Fiscal Year 2024-2025 Budget.

Summary:

The Council of San Benito County Governments (SBCOG) Budget totals \$3,399,587 with an additional \$283,788 for Measure G. The budget is balanced.

Background/ Discussion:

The SBCOG budget includes the following nine accounts:

1. Council of Governments Administration
2. Local Transportation Fund
3. State Transit Assistance Fund
4. Highway 25 Safety Project
5. Vanpool Program
6. Low Carbon Transit Operations Program
7. Rideshare Program
8. Transportation Planning State Subvention
9. Measure G

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 budget was prepared using the line-item format. This style is easy to use and identifies where funds are spent. The budget includes 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 budget. Revenue funding from the various sources is outlined in the Revenue Summaries section of the budget.

The SBCOG budget for fiscal year 2024/25 totals \$3,416,087 with an additional \$283,788 for Measure G.

Overall, the SBCOG 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 57%, due to cost plan increase of \$234,815 and increased legal budget by \$50,000. Contracts- Increased by 96%, \$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. Capital- \$230,00 budgeted for the COG Office move. Other- Decreased by 17%, \$360,581, due to a decrease in operating transfers to LTA.

An additional \$201, 500 was added to the SBCOG budget since the draft budget was presented to the Board at the May 2024 meeting. The additions are as follows:

- \$30,000 for a State mandated Triennial Performance Audit
- \$170,000 for COG Office move. Total anticipated costs are \$230,000, however, \$60,000 is rolling over from FY 23/24 which was approved for safety improvements to our current office space.
- + \$1,500 for rent for the new office location.

The SBCOG budget meets the goals and objectives of the agency and balances expenses and revenues.

Financial Impact:

The SBCOG budget totals \$3,416,087 with an additional \$283,788 for Measure G. The budget is balanced.

Attachment:

1. Resolution No. 24-03
2. Fiscal Year 2024-2025 Council of San Benito County Governments Budget



BEFORE THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

A RESOLUTION OF THE COUNCIL OF SAN BENITO)
COUNTY GOVERNMENTS ADOPTING THE) Resolution No. COG 24-03
2024/2025 FISCAL YEAR ANNUAL BUDGET)

WHEREAS, the Council of San Benito County Governments published and held a public hearing regarding the Board of Director' consideration of the annual budget for the Council of San Benito County Governments for Fiscal Year 2024/2025; and

WHEREAS, at the public hearing, the Council of San Benito County Governments Board of Directors heard and received all oral and written testimony and evidence that was made, presented, or filed, and all persons present at the hearing were given ample opportunity to hear and be heard with respect to any matter related to the budget for Fiscal Year 2024/2025; and

WHEREAS, said hearing has concluded, during which time all additions and deletions to the budget for Fiscal Year 2024/2025 were made or authorized; and

WHEREAS, the 2024/2025 Fiscal Year annual budget is a balanced budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors for the Council of San Benito County Governments that the Adopted Budget of the Council of San Benito County Governments for Fiscal Year 2024/2025, is hereby adopted by reference to the attached Adopted Budget.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS THIS 20TH DAY OF JUNE, 2024 BY THE FOLLOWING VOTE:

- AYES:
NOES:
ABSTAINING:
ABSENT:

Scott Freels, Chair

APPROVED AS TO LEGAL FORM:

By: [Signature]
Osman I. Mufti, SBCOG Counsel

Dated: _____

ATTEST:
Binu Abraham, Executive Director

Dated: _____

By: _____



Adopted Budget Fiscal Year 2024 - 2025

330 Tres Pinos Road, Suite C 7
Hollister, California 95023
(831) 637-7665
www.sanbenitocog.org

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS
Adopted Budget
Fiscal Year 2024 - 2025

Published by Order of the:
Board of Directors

Scott Freels, Chair
City of San Juan Bautista

Mia Casey, Vice Chair
City of Hollister

Angela Curro
County of San Benito

Dolores Morales
City of Hollister

Mindy Sotelo
County of San Benito

Executive Director
Binu Abraham

Prepared and Compiled by
Norma Aceves
Administrative Services Specialist

Adopted: June 20, 2024

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Council of Governments Budgets

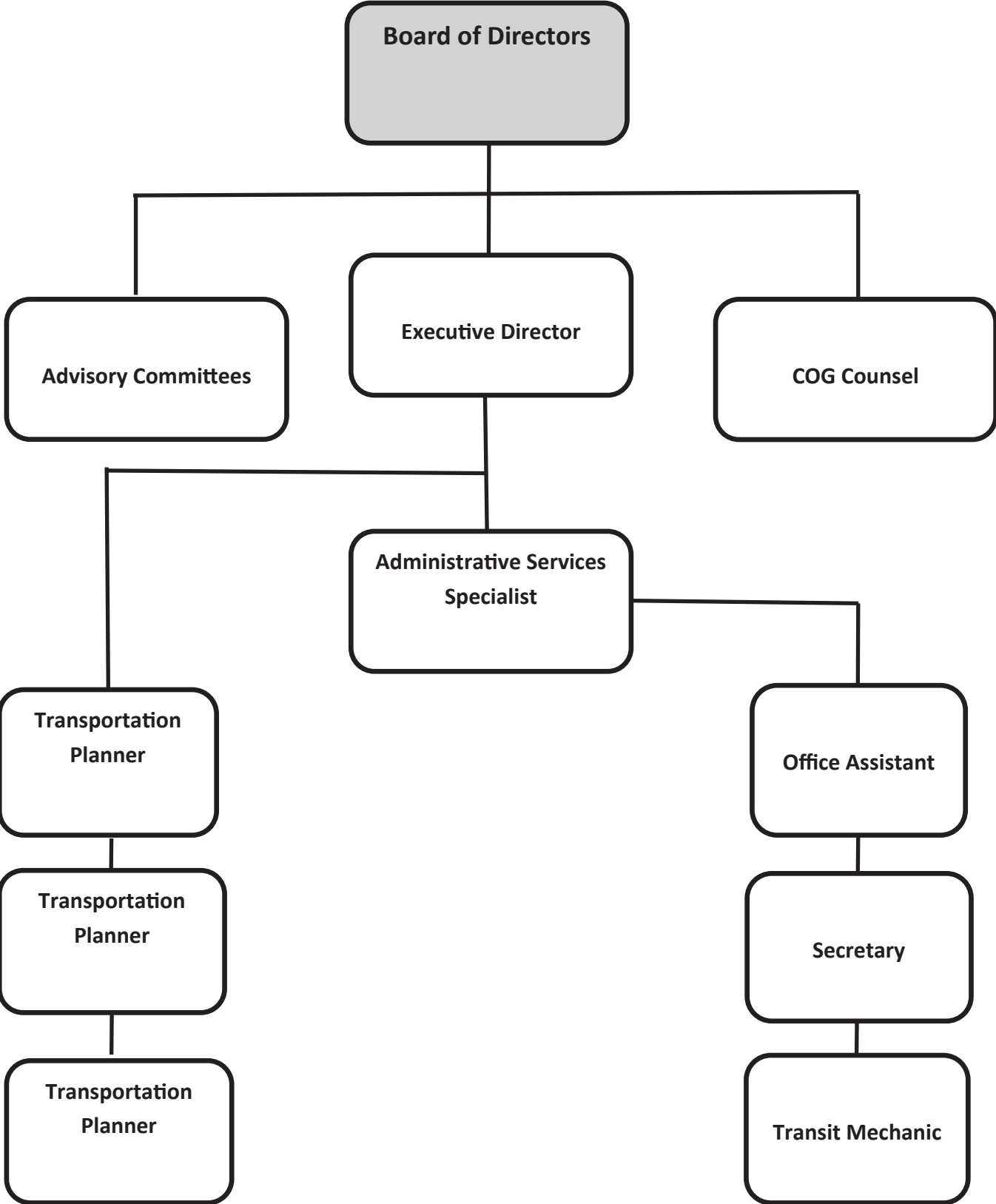
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San Benito Local Transportation Authority

Organizational Chart



Mission:

The Council of San Benito County Governments 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.

Executive Summary

The Council of San Benito County Governments (SBCOG) is the Regional Transportation Planning Agency for the San Benito County region. As such, SBCOG plans and finances transportation projects and programs of regional importance. Projects include bicycle and pedestrian facilities, highways, local streets and roads, transit, and ridesharing and vanpooling.

This Budget continues the goal of prudent and conservative fiscal management. This Budget is balanced and uses adequate revenues to match only necessary expenditures.

Budget Goals and Objectives

The Council of San Benito County Governments’ goals and objectives for the FY 2024/2025 Budget are to continue funding the federal and state transportation plans and programs and coordinate with various federal, state, regional and local agencies on transportation projects and programs.

Additionally, the Budget continues the approach of conservative funding scenarios and realistic expenditures. Conservative funding estimates allow the agency to realistically balance the budget without assuming potential revenue streams. Grant applications which are pending a decision are not included in the Budget and will only be amended into the Budget upon award.

Work Program

Highlights of the FY 2024/2025 Council of San Benito County Governments Budget include:

- Regional Planning & Coordination
- Financing & Project Delivery
- Transit Planning and Operations
- Active Transportation

Staffing

Council of San Bentio County Government Budget includes funding for eight Full-Time Equivalent positions: Executive Director, Administrative Services Specialist, three transportation planners, Secretary, Office Assistant, and Transit Mechanic. All positions are currently filled.

Budget Detail

The FY 2024/2025 Budget includes nine accounts. These separate accounts make up the total of the SBCOG Budget. These accounts include:

- State Transit Assistance
- Local Transportation Fund
- Rideshare Program
- Council of Governments Administration
- Measure G
- Highway 25 Safety
- Vanpool Program
- Transportation Planning State Subvention
- Low Carbon Transit Operations Program

Account Organization

Each account includes a line-item detail which shows expenditures in Personnel, Services and Supplies, Contracts, Capital, and Other. The Revenue Summary in each account shows the funding source for those proposed expenditures. A section is included which shows Revenues vs. Expenditures. The comparison is shown to allow the reader to see how revenues and expenditures balance.

In addition, the Budget shows detailed information about the previous year’s budget with anticipated revenue receipts and expected spending to June 30, 2024. The Budget also includes a column with anticipated revenues for the next budget year, FY 2025/2026. Finally, the Budget includes a column showing the change from the previous year’s adopted budget.

Expenditure Summary

The Council of San Benito County Governments total budget for FY 2024/2025 is \$3,416,087. There is an additional \$283,788 budgeted for Measure G which will be covered below in the *Measure G* section. The FY 2024/2025 SBCOG Budget has increased by \$298,805 compared to the FY 2023/2024 Budget.

Personnel costs for planning and administrative purposes total \$474,326, a 9% decrease over the previous year’s budget due to staffing changes. SBCOG has one vacant Transportation Planner position.

Service and Supplies total \$678,169, a 57% increase over last year. This category includes those necessary purchases to support planning and project delivery. The largest changing being in the COG Administration account for the SBCOG contribution to the County of San Benito cost allocation plan and an increased legal budget.

Contracts account for \$446,867, a 96% increase over last year. The largest changes related to a grant award for a traffic study that will be conducted under our State Subvention account. SBCOG will also be due for a Triennial Performance Audit in FY 25. This category includes reoccurring

contracted services for the annual financial audit, Airport Land Use Commission (ALUC) consultation services, a contract with the Association of Monterey Bay Area Governments (AMBAG), and County Geographic Information System (GIS) Program.

FY 25 will include a Capital budget of \$230,000 for the SBCOG office relocation funded by Transportation Development Act funds.

This budget reflects fund transfers in the amount of \$1.5 million. This includes a transfer to the Local Transportation Authority for public transit operations and a transfer to the COG Administration account which are both funded by the Transportation Development Act (TDA).

Revenue Summary

Revenues in the FY 2024/2025 Budget total \$22,460,035. Revenues show a \$1.4 million dollar increase related to carryover Local Transportation Funds.

For FY 2024/2025, the SBCOG budget estimates revenue of \$910,631 in State Transit Assistance funds. The State Transit Assistance funds are projected to be 1% lower than what was received last fiscal year based on current State estimates. These funds will be claimed by the Local Transportation Authority through the Transportation Development Act process.

Local Transportation Funds are provided to the Council of Governments under the Transportation Development Act. These funds are generated locally through a ¼ cent sales tax. The estimated revenue for these funds is \$2,588,313 which is 1% higher than the actual projected for last fiscal year based on current sales tax projections.

Other significant revenue sources include the Planning, Programming, and Monitoring (PPM), Rural Planning Assistance, and Regional Surface Transportation Program, and other grant specific funds. Estimates for these funds are projected to be flat to the previous fiscal year.

Measure G

The Council of Governments is the designated administrator of the Measure G sales tax. COG implements the San Benito County Roads and Transportation Safety Investment Plan with a 1% sales tax, which is addressing critical transportation issues.

The revenue from the sales tax measure is projected at \$13.0 million for FY 24/25 which is flat to last fiscal year based on current sales tax projections.

Expenditures are budgeted at \$283,788 which includes personnel costs for program administration, service and supplies expenses including insurance, legal counsel, and other program expenses. Contracts related to Measure G include engineering support services, financial services, and other contracts as needed. The Other category consisted of allocations to the local agencies for street and road improvements in FY 23/24 in the amount of \$8.1 million.

Based on the current Board adopted strategic plan, these payments are planned to stop effective June 30, 2024.

Budget Summary

The Council of Governments FY 2024/2025 Budget is balanced. The Budget supports the policies of the Board of Directors to complete projects and plan for the transportation needs of the community.

**COUNCIL OF GOVERNMENTS
BUDGET - FY 2024/25
REVENUE SUMMARY**

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
Local Transportation Fund (629.95.7310)					
LTF Balance (Carryover)	8,090,679	7,856,599	9,243,570	10,498,138	1,152,891
340.101 TDA 2% Reserved for Bike/Ped.	828,061	820,817	872,583	924,349	44,522
541.001 LTF Interest Revenue	5,490	251,252	240,000	230,000	234,510
550.102 General Sales Tax (1/4%) LTF	2,775,614	2,562,687	2,588,313	2,640,079	(187,301)
Set aside Local Streets & Roads(carry over)	1,241,578	1,241,578	1,241,578	1,241,578	-
Total	12,941,422	12,732,933	14,186,044	15,534,144	1,244,622
Transportation Planning State Subvention (628.95.7390)					
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 (RPA)	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	6,723,791	5,880,472	6,940,854	4,474,078	217,063
State Transit Assistance (629.95.7300)					
551.406 STA Revenue	793,730	793,730	797,617	650,000	3,887
State of Good Repair (And carryover of SGR)	127,724	127,724	110,814	100,000	(16,910)
541.001 STA Interest Revenue	80	2,488	2,200	2,200	2,120
Total	921,534	923,942	910,631	752,200	(10,903)
COG Administration (628.95.7340)					
576.012 OPEB revenue	13,500	13,500	14,000	14,000	500
541.001 Interest	-	9,132	9,000	9,000	-
561.904 ALUC Fees	2,000	2,100	2,100	2,100	100
570.001 Contributions (LTF)	439,456	439,456	915,651	699,525	476,195
Total	454,956	464,188	940,751	724,625	476,795
Rideshare Fund (628.95.7330)					
556.310 CMAQ Rideshare	-	-	-	-	-
570.012 Donations/Balance	4,000	4,000	4,000	4,000	-
Total	4,000	4,000	4,000	4,000	-
LCTOP (628.95.7325)					
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	163,282	204,442	177,876	181,976	14,594
Hwy 25 Safety (628.95.7360)					
541.001 Interest Revenue	200	6,008	4,000	-	3,800
564.501 Copies	-	-	-	-	-
570.014 Reimbursement from Caltrans	-	-	-	-	-
570.014 Contributions (RDA)Balance	190,441	189,359	195,367	-	4,926
Total	190,641	195,367	199,367	-	8,726
Vanpool Administration Account (628.95.7370)					
542.010 Passenger Lease Fees	-	-	-	-	-
541.001 Interest	20	880	500	400	480
350.101 Carryover from previous years & sale of van	31,215	27,784	28,664	18,950	(2,551)
Total	31,235	28,664	29,164	19,350	(2,071)
TOTAL ALL REVENUES	25,759,820	23,819,507	26,893,352	24,985,214	1,124,532
*TOTAL COG REVENUES	20,987,405	19,981,420	22,460,035	20,975,749	1,472,530
Measure G (634.95.7391)					
541.001 Interest Revenue	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 Cycle 3	-	-	-	-	-
512.001 Sales Tax-Tier I	3,750,326	3,732,525	13,089,759	13,351,554	9,339,433
512.001 Sales Tax-Tier II	8,186,909	8,148,051	-	-	(8,186,909)
512.001 Sales Tax-Tier III	954,510	949,979	-	-	(954,510)
512.001 Sales Tax-Administration	130,220	129,602	-	-	(130,220)
570.014 Prior Year Balance	19,721,768	20,395,277	20,863,584	34,258,999	1,141,816
TOTAL MEASURE G REVENUES	33,010,718	33,941,946	34,542,787	48,215,913	1,532,069

*Total does not include the transfer of LTF funds or Planning Subvention to COG Administration.

Note: Revenue to the various accounts are reimbursed at the end of the fiscal year or when the project has been completed.

Acronyms Summary:

RSTP - Regional Surface Transportation Program	STA - State Transit Assistance
CMAQ - Congestion Mitigation and Air Quality	STIP - State Transportation Improvement Program
5311 - Federal Transit Administration Section 5311 Program	LTF - Local Transportation Fund
RMRA - Road Maintenance & Rehabilitation Account (St. Funds)	SRTP - Short Range Transit Plan
CRRSAA - Coronavirus Response and Relief Supplemental Appropriations Act of 2021	
CARES Act - Coronavirus Aid, Relief, and Economic Security Act	

**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	678,169	687,587	245,443
Contracts	228,941	57,053	446,867	133,000	217,926
Capital	-	-	230,000	-	230,000
Other	1,930,806	1,926,577	1,586,725	2,420,476	(344,081)
TOTAL EXPENDITURES	3,117,282	2,836,021	3,416,087	3,739,105	298,805
REVENUES					
See Revenue Sheet for detail	20,991,405	19,985,420	22,460,035	20,977,849	1,472,630
Operating Transfers Received	454,956	439,456	915,651	724,625	460,695
TOTAL REVENUES	21,446,361	20,424,876	23,375,686	21,702,474	1,933,325
TOTAL PROPOSED BUDGET	3,117,282	2,836,021	3,416,087	3,739,105	298,805

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 **678,169**

Contracts

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

Total **446,867**

Capital

No capital expenses proposed in this draft budget.

230,000

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 **1,586,725**

TOTAL PROPOSED BUDGET **3,416,087**

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	1,914	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	118,205	283,788	95,000	(8,227,355)
REVENUES					
See Revenue Sheet for detail	33,010,718	33,941,946	34,542,787	48,215,913	1,532,069
Operating Transfers Received	-	-	-	-	-
TOTAL REVENUES	33,010,718	33,941,946	34,542,787	48,215,913	1,532,069
FUND BALANCE			34,258,999	95,000	

**Council of San Benito County
Governments**

**Adopted Budget
Fiscal Year 2024/2025**

**COUNCIL OF GOVERNMENTS - STATE TRANSIT ASSISTANCE
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	-	-	-	-	-
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)	601,062	837,264	793,810	817,624	192,748
640.513 Operating Transfers (SGR to LTA)	110,450	96,116	127,724	131,556	17,274
Total	711,512	933,380	921,534	949,180	210,022
TOTAL PROPOSED BUDGET	711,512	933,380	921,534	949,180	210,022

**COUNCIL OF GOVERNMENTS - STATE TRANSIT ASSISTANCE
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	STA Interest Revenue	80	80	80	80	-
	State of Good Repair (and carryover SGR)	209,409	117,217	127,724	100,000	(81,685)
551.406	STA Revenue	601,062	837,264	793,730	650,000	192,668
	TOTAL REVENUE	810,551	954,561	921,534	750,080	110,983
	TOTAL BUDGET	711,512	933,380	921,534	949,180	210,022

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
	Personnel	-	-	-	-	-
	Services & Supplies	-	-	-	-	-
	Contracts	-	-	-	-	-
	Capital	-	-	-	-	-
	Other (LTA)	711,512	933,380	921,534	949,180	210,022
	TOTAL EXPENDITURES	711,512	933,380	921,534	949,180	210,022

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
	Revenues	810,551	954,561	921,534	750,080	110,983
	TOTAL REVENUES	810,551	954,561	921,534	750,080	110,983
	TOTAL PROPOSED BUDGET	711,512	933,380	921,534	949,180	210,022

FUND BALANCE	-
DESIGNATED FUND BALANCE	-
UNDESIGNATED FUND BALANCE	-

**COUNCIL OF GOVERNMENTS - STATE TRANSIT ASSISTANCE
BUDGET - FY 2023/24
BUDGET NOTES**

BUDGET NOTES		Proposed Budget FY 23/24
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	921,534
	TOTAL PROPOSED BUDGET	921,534

**COUNCIL OF GOVERNMENTS - LOCAL TRANSPORTATION FUND
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 22/23 FY 23/24
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	606,327	1,411,724	(329,933)
650.513 Operating Transfers	-	-	-	-	-
650.513 Operating Transfer (COG Admin)	439,456	439,456	915,651	699,525	476,195
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	1,573,745	2,164,051	142,517
TOTAL PROPOSED BUDGET	1,431,228	1,426,969	1,573,745	2,164,051	142,517

**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	10,498,138	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	15,534,144	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	1,573,745	2,164,051	142,517
TOTAL EXPENDITURES	1,431,228	1,426,969	1,573,745	2,164,051	142,517
REVENUES					
Revenues	\$12,941,422	\$12,732,933	14,186,044	15,534,144	1,244,622
TOTAL REVENUES	12,941,422	12,732,933	14,186,044	15,534,144	1,244,622
TOTAL PROPOSED BUDGET	1,431,228	1,426,969	1,573,745	2,164,051	142,517

FUND BALANCE	12,612,299
DESIGNATED FUND BALANCE	2,114,161
UNDESIGNATED FUND BALANCE	10,498,138

**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	1,573,745
TOTAL PROPOSED BUDGET	1,573,745

**COUNCIL OF GOVERNMENTS - RIDESHARE PROGRAM
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	-	-	-	-	-
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	-
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	-
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	-

**COUNCIL OF GOVERNMENTS - RIDESHARE PROGRAM
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
556310 CMAQ Rideshare	-	-	-	-	-
Donations/Carry over	4,000	-	4,000	4,000	-
TOTAL REVENUE	4,000	0	4,000	4,000	0

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	-	-	-	-	-
Services & Supplies	4,000	-	4,000	4,000	-
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other	-	-	-	-	-
TOTAL EXPENDITURES	4,000	-	4,000	4,000	-
REVENUES					
Revenues	4,000	-	4,000	4,000	\$0
TOTAL REVENUES	4,000	-	4,000	4,000	-
TOTAL PROPOSED BUDGET	4,000	-	4,000	4,000	-

FUND BALANCE	-
DESIGNATED FUND BALANCE	-
UNDESIGNATED FUND BALANCE	-

**COUNCIL OF GOVERNMENTS - RIDESHARE PROGRAM
BUDGET - FY 2023/24
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 23/24
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 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	-	-	-	-	-
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	157,268	157,268	163,282	168,180	6,014
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	157,268	157,268	163,282	168,180	6,014
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	157,268	157,268	163,282	168,180	6,014

**COUNCIL OF GOVERNMENTS - LOW CARBON TRANSIT OPERATIONS PROGRAM
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	40	40	-	-	(40)
570.101 Carry Over Previous Years	6,282	-	-	-	(6,282)
551.401 State Grant Misc	157,268	1,572,968	163,282	168,180	6,014
TOTAL REVENUE	163,590	1,573,008	163,282	168,180	-308

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	-	-	-	-	-
Services & Supplies	157,268	157,268	163,282	168,180	6,014
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other	-	-	-	-	-
TOTAL EXPENDITURES	157,268	157,268	163,282	168,180	6,014
REVENUES					
Revenues	163,590	1,573,008	163,282	168,180	-\$308
TOTAL REVENUES	163,590	1,573,008	163,282	168,180	(308)
TOTAL PROPOSED BUDGET	157,268	157,268	163,282	168,180	6,014

FUND BALANCE	-
DESIGNATED FUND BALANCE	-
UNDESIGNATED FUND BALANCE	-

**COUNCIL OF GOVERNMENTS - LOW CARBON TRANSIT OPERATIONS PROGRAM
BUDGET - FY 2023/24
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 23/24
Personnel	
Total	-
Services and Supplies	
Cost of expansion of intercounty services..	
Total	163,282
Contracts	
Total	-
Capital	
Total	-
Other	
Total	-
TOTAL PROPOSED BUDGET	163,282

**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	44,500	45,000	2,195
622903	Rent Space					-
623101	Small Tools					-
619.268	Special Dept. Expense - Other	71,000	13,000	11,000	11,000	(60,000)
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	454,187	463,008	227,476
Contracts						
619.250	Special Dept. Expense - Contracts	20,000	30,246	51,500	38,000	31,500
	Total	20,000	30,246	51,500	38,000	31,500
Capital						
650.302	Equipment other than Computer	-	-	230,000		230,000
650.303	Computer Hardware	-	-	-	-	-
650.301	Automobiles, Trucks, Vans	-	-	-	-	-
	Total	-	-	230,000	-	230,000
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	940,751	715,625	485,295

**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	915,651	699,525	476,195
TOTAL REVENUE		454,956	464,188	940,751	724,625	476,695

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	454,187	463,008	227,476
	Contracts	20,000	30,246	51,500	38,000	31,500
	Capital	-	-	230,000	-	230,000
	Other	13,500	13,530	14,000	14,000	500
	TOTAL EXPENDITURES	454,956	395,740	940,751	715,625	485,795
REVENUES						
	Revenues	454,956	464,188	940,751	724,625	485,795
	TOTAL REVENUES	454,956	464,188	940,751	724,625	485,795
	TOTAL PROPOSED BUDGET	454,956	395,740	940,751	715,625	485,795

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	454,187
Contracts Contracts include the cost of the financial audit and ALUC consultant fee.	
Total	51,500
Capital	
Total	230,000
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	940,751

**COUNCIL OF GOVERNMENTS - HIGHWAY 25 SAFETY PROJECT
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	-	-	-	-	-
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	400	5,000	-	-
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	5,000	400	5,000	-	-
Contracts					
619.250 Special Dept. Expense - Contracts	190,338	1,200	185,641	-	(4,697)
Total	190,338	1,200	185,641	-	(4,697)
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	195,338	1,600	190,641	-	(4,697)

**COUNCIL OF GOVERNMENTS - HIGHWAY 25 SAFETY PROJECT
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 Revenue	250	250	200	-	(50)
551.405	Caltrans Reim	-	-	-	-	-
570.014	Contributions Balance	195,088	190,191	190,441	-	(4,647)
TOTAL REVENUE		195,338	190,441	190,641	-	(4,697)

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	-	-	-	-	-
	Services & Supplies	5,000	400	5,000	-	-
	Contracts	190,338	1,200	185,641	-	(4,697)
	Capital	-	-	-	-	-
	Other	-	-	-	-	-
	TOTAL EXPENDITURES	195,338	1,600	190,641	-	(4,697)
REVENUES						
	Revenues	195,338	190,441	190,641	-	(4,697)
	TOTAL REVENUES	195,338	190,441	190,641	-	(4,697)
	TOTAL PROPOSED BUDGET	195,338	1,600	190,641	-	(4,697)
FUND BALANCE				-		
DESIGNATED FUND BALANCE				-		
UNDESIGNATED FUND BALANCE				-		

**COUNCIL OF GOVERNMENTS - HIGHWAY 25 SAFETY PROJECT
BUDGET - FY 2023/24
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 23/24
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	185,641
Capital No Capital expenditures are proposed in this Budget.	
Total	-
Other	
Total	-
TOTAL PROPOSED BUDGET	190,641

COUNCIL OF GOVERNMENTS - VANPOOL PROGRAM
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	4,967	4,967	5,150	5,408	183
619.226 Administrative Support	-	-	-	-	-
Total	4,967	4,967	5,150	5,408	183
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	150	144	134	150	(16)
619.152 Maintenance of Equipment	3,000	60	500	500	(2,500)
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	250	-	-	250	(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	-	100	100	-
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	4,000	204	1,234	1,500	(2,766)
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	-
Total	4,000	-	4,000	4,000	-
TOTAL PROPOSED BUDGET	12,967	5,171	10,384	10,908	(2,583)

**COUNCIL OF GOVERNMENTS - VANPOOL PROGRAM
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
542.010 Passenger Lease Fees	-	58	-	-	-
541.001 Interest	20	20	20	20	-
570.011 Carryover from Vanpool	40,796	31,137	31,215	20,851	(9,581)
TOTAL REVENUE	40,816	31,215	31,235	20,871	(9,581)

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	4,967	4,967	5,150	5,408	183
Services & Supplies	4,000	204	1,234	1,500	(2,766)
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other	4,000	-	4,000	4,000	-
TOTAL EXPENDITURES	12,967	5,171	10,384	10,908	(2,583)
REVENUES					
Revenues	40,816	31,215	31,235	20,871	(9,581)
TOTAL REVENUES	40,816	31,215	31,235	20,871	(9,581)
TOTAL PROPOSED BUDGET	12,967	5,171	10,384	10,908	(2,583)
FUND BALANCE			20,851		
DESIGNATED FUND BALANCE			-		
UNDESIGNATED FUND BALANCE			20,851		

**COUNCIL OF GOVERNMENTS - VANPOOL PROGRAM
BUDGET - FY 2023/24
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 23/24
Personnel Personnel includes salaries, administrative support, and professional services. These include regular staff salaries, reimbursement, and temporary help.	
Total	5,150
Services and Supplies Services and Supplies include routine budget items to support vanpool operations.	
Total	1,234
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 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	343,854	315,328	324,914	341,160	(18,940)
619.226	Administrative Support	-	-	-	-	-
	Total	343,854	315,328	324,914	341,160	(18,940)
Services and Supplies						
619.126	Magazines and Subscriptions	-	-	-	-	-
619.132	Communications	-	-	-	-	-
619.138	Computer Maintenance	-	-	-	-	-
619.140	Computer Supplies	-	-	-	-	-
645.701	General Insurance	10,885	10,545	8,489	9,338	(2,396)
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	8,210	9,210	9,210	9,210	1,000
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	100	-
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	1,000	850	7,500	500	6,500
619.196	Travel Lodging	1,500	652	2,800	2,800	1,300
619.198	Travel Meals	300	345	1,000	1,000	700
619.194	Training	2,300	1,735	2,400	2,400	100
619.200	Travel Transportation	600	477	1,000	1,000	400
619.306	Utilities	-	-	-	-	-
	Total	24,895	23,814	32,499	26,348	7,604
Contracts						
619.250	Special Dept. Expense - Contracts	33,262	43,857	20,000	-	(13,262)
619.250	Special Dept. Expense - Contracts (HWY 156)	9,284,000	9,284,000	-	-	(9,284,000)
619.250	Special Dept. Expense -Contracts	3,000	3,148	3,300	3,300	300
	Total	9,320,262	9,331,005	23,300	3,300	(9,296,962)
Capital						
650.302	Equipment other than Computer	-	-	-	-	-
650.303	Computer Hardware	-	-	-	-	-
650.301	Automobiles, Trucks, Vans	-	-	-	-	-
	Total	-	-	-	-	-
Other						
640.320	Operating Transfers (CRRSAA)	414,060	-	-	-	(414,060)
640.513	Operating Transfers (RSTP)	644,404	-	-	-	(644,404)
	Total	1,058,464	-	-	-	(644,404)
	TOTAL PROPOSED BUDGET	10,747,475	9,670,146	380,713	370,808	(9,952,702)

**COUNCIL OF GOVERNMENTS - TRANSPORTATION PLANNING STATE SUBVENTION
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
551.405 STIP Planning, Programming & Monitoring	37,000	37,000	37,000	37,000	-
551.405 STIP - FTA CRRSAA	414,060	-	-	-	(414,060)
551.407 Rural Planning Assistance	328,155	278,328	343,827	294,000	15,672
551.401 Regional Early Action Planning (REAP)	11,254	11,877	-	-	(11,254)
570.014 Other Revenue Contributions	9,284,000	9,284,000	8,500	1,500	(9,275,500)
RSTP From Previous years- Held for Others	2,382,922	3,027,260	3,797,213	1,898,607	1,414,291
551.412 RSTP Exchange	644,404	769,953	929,852	644,000	285,448
Fund Balance (Carry over previous years)	2,501,963	1,602,899	1,602,899	1,226,686	(899,064)
541.001 Interest Revenue	5,000	4,500	4,500	47,000	(500)
TOTAL REVENUE	15,608,758	15,015,817	6,723,791	4,148,793	(8,884,967)

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	343,854	315,328	324,914	341,160	(18,940)
Services & Supplies	24,895	23,814	32,499	26,348	7,604
Contracts	9,320,262	9,331,005	23,300	3,300	(9,296,962)
Capital	-	-	-	-	-
Other	1,058,464	-	-	-	(1,058,464)
TOTAL EXPENDITURES	10,747,475	9,670,146	380,713	370,808	(10,366,762)
REVENUES					
Revenues	15,608,758	15,015,817	6,723,791	4,148,793	(8,884,967)
TOTAL REVENUE	15,608,758	15,015,817	6,723,791	4,148,793	(8,884,967)
TOTAL PROPOSED BUDGET	10,747,475	9,670,146	380,713	370,808	(9,952,702)
		FUND BALANCE	6,343,078		
		DESIGNATED FUND BALANCE	4,727,065		
		UNDESIGNATED FUND BALANCE	1,616,013		

**COUNCIL OF GOVERNMENTS - TRANSPORTATION PLANNING STATE SUBVENTION
BUDGET - FY 2023/24
BUDGET NOTES**

BUDGET NOTES	Proposed Budget FY 23/24
Personnel Personnel includes salaries, administrative support, and professional services. These include regular staff salaries, executive director services and temporary help.	Total 324,914
Services and Supplies Services and Supplies includes travel, lodging, meals, and training for planning activities.	Total 32,499
Contracts Contracts includes costs for contribution to the County Regional GIS System and additional contracts as needed.	Total 23,300
Other	-
General Notes	
TOTAL PROPOSED BUDGET	380,713

**MEASURE G /SALES TAX
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					
610101 Salaries (Admin)	12,471	51,994	64,354	3,218	51,883
623510 Administrative Support	-	-	-	-	-
623508 Outside Labor	-	-	-	-	-
Total	12,471	51,994	64,354	3,218	51,883
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance (Admin)	-	361	1,760	-	1,760
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	-	-	-	-	-
Total	-	361	1,760	-	1,760
Contracts					
619.250 Special Dept. Expense - Contracts (Tier I)	2,500,000	-	238,120	98,000	(2,261,880)
619.250 Special Dept. Expense - Contracts (Admin)	200,000	170,281	20,000	10,000	(180,000)
Total	2,700,000	170,281	258,120	108,000	(2,441,880)
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 3	600,000	-	-	-	-
640.513 Operating Transfers- Sales Tax Rev (Tier II)	8,112,647	8,146,178	8,186,909	8,334,274	74,262
Total	8,712,647	8,146,178	8,186,909	8,334,274	74,262
TOTAL PROPOSED BUDGET	11,425,118	8,368,814	8,511,143	8,445,491	(2,313,975)

**MEASURE G /SALES TAX
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 Income	11,440	265,657	266,985	274,194	255,545
550.113 SB 1 Local Partnership Program (LPP) - Formulaic	2,500,000	-	-	-	(2,500,000)
550.113 SB 1 Local Partnership Program (LPP) - Formulaic Cyc	600,000	-	-	-	(600,000)
512.001 Sales tax	12,386,533	12,957,179	-	-	(12,386,533)
570.014 Sales Tax-Tier I	-	-	3,750,326	3,851,585	3,750,326
570.014 Sales Tax-Tier II	-	-	8,186,909	8,407,956	8,186,909
570.014 Sales Tax-Tier III	-	-	954,510	980,282	954,510
570.014 Sales Tax-Administration	-	-	130,220	133,736	130,220
570.014 Prior Year Balance	14,311,084	14,867,746	19,721,768	24,499,574	5,410,684
TOTAL REVENUE	29,809,057	28,090,582	33,010,718	38,147,326	(11,480,662)

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	12,471	51,994	64,354	-	51,883
Services & Supplies	-	361	1,760	-	1,760
Contracts	2,700,000	170,281	258,120	108,000	(2,441,880)
Capital	-	-	-	-	-
Other	8,712,647	8,146,178	8,186,909	8,334,274	(525,738)
TOTAL EXPENDITURES	11,425,118	8,368,814	8,511,143	8,442,274	(2,913,975)
REVENUES					
Revenues	29,809,057	28,090,582	33,010,718	38,147,326	3,201,661
TOTAL REVENUES	29,809,057	28,090,582	33,010,718	38,147,326	3,201,661
TOTAL PROPOSED BUDGET	11,425,118	8,368,814	8,511,143	8,442,274	(2,913,975)

	FUND BALANCE	24,499,574
DESIGNATED FUND BALANCE	DESIGNATED FUND BALANCE	-
	UNDESIGNATED FUND BALANCE	24,499,574

BUDGET NOTES	Proposed Budget FY 23/24
Personnel Administration of Measure G.	
Total	64,354
Services and Supplies County Counsel, insurance, and services as needed.	
Total	1,760
Contracts Contracts for consultants needed for services, implementation, and administration of the Measure G.	
Total	258,120
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	8,186,909
TOTAL PROPOSED BUDGET	8,511,143

APPENDIX

PURCHASING POLICIES FOR THE COUNCIL OF GOVERNMENTS

A. DEFINITIONS

For the purpose of this article, the following words and phrases shall have the meaning respectively ascribed by this section:

- 1) Agency: Council of Governments
- 2) Board of Directors: The governing body of the agency.
- 3) Contractual services: Any telephone, gas, water, electric light and power services; the rental of equipment and machinery; insurance; the services of attorneys, physicians, electricians, engineers, consultants or other individuals or organizations possessing a high degree of technical skill; and all other types of agreements under which the contract provides services which are required by the agency, but not furnished by its own employees. Purchase of space for legal advertising shall not be subject to the provisions of this chapter.
- 4) Fixed Assets: Any piece of tangible personal property having an estimated useful life of one calendar year or more, capable of being permanently identified as an individual unit of property, and belonging to one of the general classes of property considered a fixed asset in accordance with generally accepted accounting practices (i.e., equipment, machinery, vehicles, furnishings,) with an accounting value of \$3,000 or more.
- 5) Local Business: any person or entity that regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, the County of San Benito.
- 6) Professional Services: An independent contractor's expert advice or professional services that involve extended analysis, personal expertise, the exercise of discretion and independent judgment in their performance, which are of an advisory nature, provide a recommended course of action, and have an end product transmitting information which is related to COG programs. Providers are selected based on qualification, subject to the negotiation of a fair and reasonable compensation. Classification as professional services may also require an advanced, specialized type of knowledge, expertise, technical skill or training customarily acquired either by a prolonged course of study or equivalent experience, such as accountants, financial advisors, auditors, grant writers, program specialists, labor consultants and negotiators, investigators, law enforcement retained certified laboratories, attorneys and other litigation-related specialist, environmental consultants, appraisers, architects, landscape architects, surveyors, engineers, design professionals, and construction project management firms.

- 7) Supplies and equipment: Any personal property, such as physical articles, materials or things, which property shall furnished to, or shall be used by the agency.

B. PURPOSE OF CHAPTER

The purpose of this chapter is to adopt policies and procedures governing purchases of supplies, equipment, and contractual services by the agency in accordance with section 54200 et seq. of the Government Code. This chapter is not intended to conflict with applicable provisions of state law and shall be interpreted as supplementary thereto.

C. DESIGNATION OF THE PURCHASING AGENT

The Board of Directors appoints the Executive Director or designee to serve as the Purchasing Agent for Council of Governments.

D. PURCHASING AGENT – POWERS AND DUTIES

The Purchasing Agent shall have all the duties and powers prescribed by the laws of the state including the following duties:

1. Acquisition of Personal Property – To purchase equipment, materials, supplies and all other personal property and services for COG where funding has been approved and budgeted by the Board, unless specified otherwise in the Purchasing Policy.
2. Professional Service Contracts – To engage independent contractors to perform professional services through contracts for the COG with or without furnishing of material where the aggregate cost does not exceed \$50,000. Contracts shall not be split between fiscal years to circumvent this dollar limitation.
3. Renewal/Extension of Contracts – To renew or extend contracts for professional services that are critical to ongoing COG projects provided the financial obligation falls within his/her preview of authority.
4. Rental of Real Property – To negotiate and execute in the name of COG, contracts to lease or rent for the COG real property or storage space where funding has been approved by the COG Board, with an annual rent not to exceed \$50,000.

E. DESIGNATION OF ASSISTANT PURCHASING AGENTS

The Purchasing Agent has the authority to designate such assistants and limit or rescind authority. The Purchasing Agent may delegate the authority to purchase to a deputy or assistant.

F. ASSISTANT PURCHASING AGENT – POWERS AND DUTIES

The Assistant Purchasing Agent shall have all the duties and powers prescribed by laws of the state relating to COG purchasing agents, and orders of the Board of Directors to include the following duties:

1. Acquisition of Personal Property - To purchase, equipment, materials, supplies and all other personal property and services for COG where funding has been approved and budgeted by the Board unless specified otherwise in the COG Purchasing Policy.
2. Professional Service Contracts – To engage independent contractors for professional services through contracts where the cost does not exceed \$3,000, where funding has been approved and budgeted. Contracts shall not be split between fiscal years to circumvent this dollar limitation.
3. Rental of Real Property – To negotiate and execute in the name of COG, contracts to lease or rent for COG real property or storage space, with an annual rent not to exceed \$3,000, where funding has been approved and budgeted by the Board.

G. PURCHASING METHODS AND PROCEDURES

In the performance of his/her function hereunder, the Purchasing Agent or Assistant Purchasing Agent shall comply with all applicable statutes and regulations. Purchases shall be made using such methods and procedures to secure the lowest price consistent with the quality desirable for the use intended. The Purchasing Agent and Assistant Purchasing Agent shall comply with standards set forth in the Council of Governments Rules & Regulations, Section 3 – Purchasing Policy.

H. EXCEPTIONS TO THE COMPETITIVE PROCESS

Except as otherwise directed by law, or as directed by the Board of Directors, competitive process is not required for the following purchases:

1. Expert and professional services which involve extended analysis: the exercise of discretion and independent judgment in their performance; and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience as defined under Definitions – Professional Services.
2. Legal brief printing, stenographic services, and transcripts.
3. Books, publications, subscriptions, recordings, motion picture films, and annual book and periodical contracts.
4. Insurance.
5. Contracts for services which by law when some other office or body is specifically charged with obtaining.
6. Public utility services.
7. Ordinary travel expenses.

8. Personal property or services obtainable through master contracts or purchasing association pools identified for the use and benefit of all local agencies.
9. Where law fixes the price of property or services.
10. Training, seminars, and classes for COG personnel.
11. Sole source procurement, defined as an award for a commodity or service which can only be purchased from one supplier, usually because of its technological, specialized, or unique character.
12. Emergency purchases necessary when unforeseen circumstances require an immediate purchase in order to avoid a hazard to life or property or serious interruption of the operation of COG, or the necessary emergency repair of COG equipment.
13. When the product/services are needed by COG pending a contract award and a contractor agrees to provide such product/services at the same contract price as a previous award, until a new contract has been awarded. Such interim period contracts shall not exceed six months.

I. CONTRACTUAL PROCEDURES

All Contracts are binding legal documents that are subject to the following provisions:

1. All contracts, leases and any amendments or modifications shall be reviewed and approved as to legal form by the County Counsel's Office prior to execution of the Purchasing Agent, Assistant Purchasing Agents and/or Board of Directors.
2. Prior approval shall be obtained from County Counsel's Office before any contracts for professional services relating to outside attorney services are executed.

J. PREFERENCE FOR PRODUCTS CONTAINING RECYCLED MATERIALS

1. The Purchasing Agent shall establish and maintain procedures and specifications to ensure that COG gives preference, in its purchasing decisions, to products containing the maximum amount of recycled materials, where the quality and fitness of such products is equal to those of products containing no recycled materials, or a lesser amount of recycled materials, and where the total cost of such products is reasonable in comparison to the total cost of those products containing no recycled materials, or a lesser amount of recycled materials.
2. "Product containing recycled materials" means, with respect to a paper product, a "recycled paper product" as that term is defined in Section 12301© of the Public Contract Code, and means, with respect to other products, a "recycled product," as that term is defined in Section 12301(d) of the Public Contract Code.

3. To the extent that the Public Contract Code or other provisions of state law provide for purchasing preferences which are more extensive than those established herein, or for additional procedures to increase the use of recycled materials, the provisions of state law shall prevail.

K. PREFERENCE FOR LOCAL BUSINESSES

When all other factors are determined to be equal, preference shall be given to individuals or firms having a bona-fide place of business within the County of San Benito. Any responsive, responsible bid, proposal or quote for materials and supplies from a local business which is within ten percent (10%) of the lowest responsive, responsible bid, proposal or quote for materials and supplies, shall be considered equal to the amount of the lowest responsive, responsible bid, proposal or quote. If the business has additional places of business located outside of the County of San Benito, the designated point of sale for all resulting purchases shall be the bona-fide place of business-located within the County of San Benito.

L. UNLAWFUL PURCHASES

Failure of the Purchasing Agent or Assistant Purchasing Agent to adhere to the provisions of this policy may incur costs not meriting the definition of county charges and therefore becoming the personal responsibility of the Purchasing Agent or Assistant Purchasing Agent. Except as otherwise provided by law, no purchase of Materials, supplies, furnishings, equipment, other personal property or contractual services shall be made in excess of the amount of the appropriations allowed by the budget.

M. EMERGENCY PURCHASES WITHOUT PRIOR APPROVAL

Emergency purchases may be made by the Purchasing Agent or Assistant Purchasing Agent when a generally unexpected occurrence or unforeseen circumstances require an immediate purchase of material, supplies or equipment:

1. in order to avoid a hazard to life or property;
2. in order to avoid a serious interruption or discontinuance of essential services or operation of COG;
3. in order to make necessary emergency repairs of COG equipment required to provide essential services or for the operation of COG; or
4. in order to avoid economic loss to COG.

Emergency purchases shall be submitted to the Board of Directors for ratification at its next meeting.

N. PROTEST PROCEDURES

Any aggrieved potential provider of supplies, equipment or contractual services may file a written protest against a potential purchase by the board of directors. The protest shall be

filed with the Executive Director one (1) day before the day of the meeting at which the board of directors is initially scheduled to consider the subject purchase. The exact basis for the protest and proof that the protester is a viable and responsible provider of the supplies, equipment or services sought shall be specified in writing and filed with the Executive Director who shall render a written decision in response to the protest not later than five (5) days after the day of the meeting at which the board of directors is initially scheduled to consider the subject purchase. Any protester disagreeing with the decision of the Executive Director may file an appeal not later than five (5) days after the date of the Executive Director's decision. The appeal shall state the basis of error that the Executive Director allegedly made. The board of directors shall hear the appeal at the next meeting when the appeal may be placed on the agenda.

O. ACCEPTANCE OF GRATUITIES

The acceptance of any gratuity in the form of cash, merchandise or any other thing of value by an official or employee of the agency, or by an official or employee of a public agency contracting with the agency, from a vendor or contractor, or prospective vendor or contractor, is prohibited and shall be a cause for disciplinary action in the case of an agency employee or official, or in the case of an official or employee of the contracting public entity, cause for termination of the contract between the agency and the public entity.

Policies for Amending the Council of San Benito County Governments’ Budget

Periodically, it may be necessary for the Executive Director to take financial steps to support administrative functions. A transfer of funds from one item to another may sometimes be needed due to inadequate budget allocations or unforeseen circumstances. Below are the policies for amending the Council of Governments’ Budget.

1. BUDGET TRANSFER REQUEST FORM

- a. A Budget Adjustment/Transfer Form must be completed to initiate any budget transfer. (See Attachment 1)
- b. The Budget Adjustment/Transfer Form must be signed by the Executive Director and/or the Administrative Services Specialist.

2. EXECUTIVE DIRECTOR APPROVAL OF BUDGET TRANSFERS

Interdepartmental transfers of less than \$50,000.

Interobject transfers of less than \$50,000.

Intraobject transfers of any amount.

3. BOARD APPROVAL OF BUDGET TRANSFERS

- a. The following Budget Transfers can only be made with prior approval of the Board of Directors.

Transfers of revenue increases.

Interdepartmental transfers of more than \$50,000.

Interobject transfers of more than \$50,000.

Note: Intraobject is within object titles example within Services and Supplies.
Interobject is between object titles example between Contracts and Personnel.

- a. The following Budget Transfers may be made with prior approval of the Executive Director

**Council of San Benito County Governments
BUDGET ADJUSTMENT/TRANSFER**

Please Indicate Type:

Fiscal Year: _____

Appropriation/Est. Revenue Increase
(Requires Board Approval)

Department: _____

Org Key: _____

**Interdepartmental Transfer or
Interobject Transfer >\$50,000**
(Requires Board Approval)

Interobject Transfer <\$50,000
(Requires Executive Director and Admin Ser Spe)

Intraobject Transfer
(Requires Executive Director)

<u>Org Key:</u>	<u>Object No:</u>	<u>Description</u>	<u>Decrease/ Rev. Increase</u>	<u>Increase</u>
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
Total			\$ -	\$ -

Comments: _____

Submitted: _____ Date _____

Verification of Sufficient Funds: _____ Date _____
 Administrative Services Specialist

Approval: _____ Date _____
 Executive Director

Approval by COG Board _____ Date _____

Attested: _____
 Clerk of the Board: _____ Vote: _____ Yes _____ No



PROJECT UPDATE - SAN BENITO COUNTY

PREPARED FOR THE JUNE 20, 2024, COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

CONSTRUCTION PROJECTS

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments
1. Highway 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 will commence approximately mid-July 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 JUNE 20, 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