



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

DATE: Thursday, November 21, 2024
4:00 p.m.

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

Teleconference Location:
Hyatt Place Pasadena
399 E Green Street
Pasadena, CA 91101

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: 815-8802-5582 and Webinar Passcode: 318195

*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 October 17, 2024 – Gomez
7. APPOINT Mr. Botelho to Measure G Citizens Oversight Committee to Represent the Agriculture Category – Diaz
8. APPOINT Ms. Freels and Ms. Aviles to the Social Services Transportation Advisory Council – Diaz
9. APPROVE the Central Coast Coalition Memorandum of Understanding – Borick
10. Funding for SBCOG/SBLTA Office Move – Aceves
 - a. APPROVE the Use of PTMISEA Funds, Including \$267,618 and any Accrued Interest, for the Move.
 - b. ADOPT Resolution 2024-12 Approving Projects for Funding Under the California State of Good Repair Program Totaling \$309,534.
 - c. APPROVE Budget Adjustments 24-25-01,02, and 03.

ACTION ITEMS:

11. APPROVE First Amendment to Measure G Transportation Safety and Investment Plan Oversight Committee Bylaws – Aceves
12. AUTHORIZE the Executive Director to Execute Master On-Call Agreements with Selected Consultants – Borick
13. APPROVE the Draft 2050 San Benito Regional Transportation Plan Project List and Delegate Authority to the Exec. Director to Finalize the Project List through Further Coordination with Member Agencies on Minor Technical Edits and Timing of the Projects. Any Changes made to

the RTP Project List will be Brought Back to the SBCOG Board in December as an Information Item – Borick

INFORMATION ITEMS:

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

Adjourn to COG Meeting on December 19, 2024. Agenda Deadline is December 03, 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 **November 21, 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 18th day of November 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
Teleconference Location: Tenaya Lodge at Yosemite, 122 Highway 41, Fish Camp, CA 93623
October 17, 2024, at 4:00 P.M.
ACTION MINUTES

MEMBERS PRESENT:

Vice Chair Mia Casey, Director Angela Curro (via-teleconference), Director Mindy Sotelo, Alternate Director Jackie Morris-Lopez, Alternate Director Rick Perez, and Ex Officio Orchid Monroy-Ochoa (via-teleconference); Caltrans District 5

MEMBERS ABSENT:

Chair Scott Freels, Director Dolores Morales

STAFF PRESENT:

Executive Director; Binu Abraham, Office Assistant; Griselda Arevalo; Secretary; Monica Gomez, COG Legal Counsel; Osman Mufti (via-Zoom).

OTHERS PRESENT:

Heather Adamson; AMBAG (via-Zoom), Kelly McClendon; Caltrans District 5 (via-Zoom), Damon Felice; Felice Consulting, Leona Medearis-Peacher; MV Transportation

1. CALL TO ORDER:

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

2. PLEDGE OF ALLEGIANCE

Alt. Director Perez led the pledge of allegiance.

3. ROLL CALL

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

Director Curro attended via-teleconference.

4. CERTIFICATE OF POSTING

Motion made to acknowledge Certificate of Posting:

Motion: Director Sotelo Second: Alt. Director Perez

Motion carried: 5/0

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

No: None

Recused: None

Abstention: None

Absent: Freels, Morales

Director Curro verified that the SBCOG Agenda was posted at the teleconferenced location as indicated on the Agenda. Director Curro stated that no members of the public were present at her location.

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 September 13, 2024 – Gomez
7. APPROVE Council of Governments Regular Meeting Action Minutes Dated September 19, 2024 – Gomez
8. APPROVE Resolution 2024-10 Authorizing the Execution of the Master Fund Transfer Agreement between the California Department of Transportation and the Council of San Benito County Governments for the period of January 1, 2025, to December 31, 2034 – Aceves
9. FY 24/25 OWP Amendment 1 – Aceves
 - a. ADOPT Resolution No. 2024-07 Approving Amendment No. 1 to the Fiscal Year 2024/2025 Overall Work Program (OWP); and
 - b. APPROVE Amendment No. 1 of the Overall Work Program Agreement (OWPA) with Caltrans to Reflect Program Carry-Over of Rural Planning Assistance (RPA) Funds totaling \$73,419.52 from the previous year.
10. ADOPT Resolution 2024-11 Approving Projects for Funding and Authorizing the Application and Acceptance of FY 2024 -25 California State of Good Repair Program Funds totaling \$117,921 – Borick

There was no public comment on Consent.

Motion made to Approve Consent Agenda 6-10:

Motion: Alt. Director Morris-Lopez Second: Director Sotelo

Motion carried: 5/0

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

No: None

Recused: None

Abstention: None

Absent: Freels, Morales

ACTION ITEMS:

11. FY 23-24 Q4 Year End Budget Report – Aceves

- a. RECEIVE FY 23-24 Year End Budget Report
- b. APPROVE Budget Adjustments

Administrative Services Specialist Norma Aceves presented the Year-End Budget Report for Fiscal Year 23-24, summarizing four budget adjustments for the Boards’ review and approval. These adjustments pertain to the Local Transportation Fund, COG Administration, State Subvention Fund, and Measure G.

There was no public comment.

Motion made to Approve Item 11:

Motion: Director Sotelo Second: Director Curro
Motion carried: 5/0
Yes: Casey, Curro, Sotelo, Alt. Perez, Alt. Morris-Lopez
No: None
Recused: None
Abstention: None
Absent: Freels, Morales

12. AUTHORIZE SBCOG Executive Director to Execute a Contract with the Lowest Responsive and Responsible Bidder for the SBCOG/SBLTA Office Tenant Improvement Project with a Not to Exceed Amount to be Approved at the Board Meeting – Aceves

Administrative Services Specialist Norma Aceves provided an overview of the Bid Proposal Summary Sheet for the SBCOG Tenant Improvement Project. She noted that SBCOG received six bids, all of which exceeded the budgeted amount. Staff is working on identifying additional funding opportunities to address the unexpected costs.

The Board asked for clarification on how the bids were ranked and whether the construction manager identified any hidden exclusions in the contractor’s bids. They also requested an overview of the work needed for the new office space.

Damon Felice with Felice Consulting explained that in public bidding for design-bid build projects, the selection is made based on the lowest responsible and responsive bidder. He confirmed that exclusions are not accepted, and that this is a low bid based on the submitted documents. Staff also provided details on the construction and internal remodeling for the new office space.

Public Comment:

There was public comment received from Kathy Postigo.

Motion made to Approve Item 12:

Motion: Director Sotelo Second: Alt. Director Morris-Lopez

Motion carried: 5/0
Yes: Casey, Curro, Sotelo, Alt. Perez, Alt. Morris-Lopez
No: None
Recused: None
Abstention: None
Absent: Freels, Morales

INFORMATION ITEMS:

13. RECEIVE Information on Activities Supporting the 2050 Regional Transportation Plan Update – Borick

Transportation Planner, Samuel Borick provided an overview of activities supporting the 2050 Regional Transportation Plan update. In November, staff will present a draft project list to the Board and seek their feedback, which will then be incorporated into the project list. Staff will present the final project list to the Board in December for approval.

Executive Director Abraham emphasized the importance of the RTP update, which occurs every four years and involves collaboration among the three jurisdictions; the City of Hollister, City of San Juan Bautista, and San Benito County, in partnership with Caltrans and AMBAG. This update is crucial for securing funding for priority projects in the region. She acknowledged the efforts of SBCOG staff in coordinating with staff from the three jurisdictions to identify both immediate projects and long-term goals.

There was no public comment.

14. RECEIVE Information on Caltrans Fiscal Year (FY) 2025-26 Sustainable Transportation Planning Grants – Diaz

Transportation Planner, Victor Diaz provided information on Caltrans Sustainable Transportation Planning grants for fiscal year 2025-2026, which includes: 1. Sustainable Communities Grants, 2. Climate Adaptation Planning Grants, and 3. Strategic Partnerships Grants.

Caltrans Branch Chief of Regional Planning Orchid Monroy Ochoa clarified that the Sustainable Planning Grant focuses on the planning phase of projects. A workshop is scheduled for October 29th, with a virtual option available.

There was no public comment.

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

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

The Board inquired if Caltrans had an estimated timeline for when both lanes of the new SR 156 Improvement project will be fully operational and open to the public. To benefit the public, the Board also requested that Caltrans provide a report detailing the steps and changes they've implemented to address last week's significant traffic delays on SR 156. They noted that drivers are continuing to use Mitchell Road by detouring onto private farm roads, bypassing the official detour, and crossing over to access the new section of Highway 156.

Executive Director Abraham stated that the new SR 156 Improvement Project is expected to be fully operational by the Fall of 2025.

Ms. Monroy-Ochoa provided an overview of the issues on SR 156 Westbound following the traffic shift and the solutions Caltrans implemented to address them. In response to the Board's concerns about the Mitchell Road closure, Ms. Monroy-Ochoa will follow up to confirm whether Caltrans is taking further steps to notify the public and minimize disruption. Caltrans will update the construction team and, if necessary, notify CHP to enhance safety and ensure proper road use, as their presence can make a big impact.

There was no public comment.

16. Caltrans Report/Correspondence – Orchid Monroy-Ochoa Brandy Rider, Caltrans

Ms. Monroy-Ochoa provided her announcement under item 14.

There was no public comment.

17. Executive Director's Report – Abraham

Executive Director Abraham announced that Victor Diaz has joined the SBCOG team as the new Transportation Planner. Ms. Abraham reported that she and Administrative Services Specialist Norma Aceves attended the Transit Summit on September 26, 2024. Ms. Abraham announced that SBCOG has been invited to present an update on Highway 25 at the San Benito Town Hall on October 23, 2024. Additionally, SBCOG and Caltrans will host SR 25 Scoping meetings in San Benito County on November 19, 2024, and Santa Clara County on November 20, 2024. Virtual meetings will also be available, with more details to follow. Ms. Abraham also announced that she attended a two-day Transit Network Design Course led by Jarrett Walker & Associates on October 7-8, 2024, hosted by the Valley Transportation Authority. Lastly, on October 8, 2024, SBCOG provided a presentation on Highway 25 to the South Bay Transportation Officials Association.

SBCOG Counsel, Osman Mufti provided a brief update on a Board item from the September meeting regarding an amendment to the JPA agreement. As discussed in September, the Board recommended that member agencies approve the amendment, which would extend the term length for directors from one year to four years. The amendment was circulated for consideration among the member agencies. At this past Tuesday's City Council meeting, the City of Hollister was the first to consider the amendment, but it failed to pass. Since the amendment requires approval from all member agencies to move forward, Hollister's rejection means it will not be presented to other agencies at this time.

There was no public comment.

18. Board of Directors' Reports –

Director Sotelo provided an update from the Association of Monterey Bay Area Governments meeting she attended, noting that the AMBAG Board approved the final 2026 Regional Growth Forecast.

There was no public comment.

ADJOURNMENT:

There being no further business to discuss, Director Sotelo motioned to adjourn at 5:09 p.m. Motion seconded by Alt. Director Perez.

Motion carried: 5/0
Yes: Casey, Curro, Sotelo, Alt. Perez, Alt. Morris-Lopez
No: None
Recused: None
Abstention: None
Absent: Freels, Morales

ADJOURN TO COG MEETING NOVEMBER 21, 2024, AT 4:00 P.M.



STAFF REPORT

Consent

Prepared By: Victor Diaz, Transportation Planner

Subject: Appointments to Measure G Citizens Oversight committee

Agenda Item No. 7

Approved By: Binu Abraham, Executive Director

Meeting Date: November 21, 2024

Recommendation:

Appoint Mr. Anthony Botelho to the Measure G Citizens Oversight committee to represent the "Agriculture" category.

Summary:

Staff is recommending appointment of one new member to the Measure G Citizens Oversight committee. Staff is recommending that the Board appoint Mr. Botelho to fill the vacancy under the "Agriculture" category.

Background/ Discussion:

The Measure G Citizens Oversight (Measure G committee) membership is comprised of San Benito County residents with relevant expertise and experience. The members assist the Measure G committee in its task of evaluating Measure G revenues and expenditures, to determine compliance with the commitments made to and approved by voters in the Measure G Transportation Safety and Investment Plan.

The Measure G committee would fairly represent the geographical, social, cultural and economic diversity of the County to ensure maximum benefit for road and transportation users. The Measure G committee would gather information and input from outside sources and SBCOG staff when necessary.

The membership would consist of individuals that fulfill the following areas-of-expertise, as defined in SBCOG Resolution 19-03:

- Five (5) at-large members, representing each of the five San Benito County Supervisorial Districts.
- Six (6) members representing each of the following groups or interests:
 - a. Agriculture/Farm Bureau
 - b. Seniors and Persons with Disabilities
 - c. Industry
 - d. Trade/Labor

- e. Latino/Hispanic
- f. Education

Mr. Botelho is an orchard farmer and past county supervisor, SBCOG Board Member for 15 years, and familiar with transportation budgets.

Each member of Measure G is to be appointed for a two-year term commencing in January and can be reappointed. Members whose terms have expired may continue to serve on the Measure G committee until a successor has been appointed.

Financial Impact:

There is no financial impact.

Attachments:

1. Mr. Anthony Botelho "Agriculture" Member Category Application



Application for Appointment Measure G Citizens Oversight Committee

In order to be considered, all questions must be completed thoroughly. Please attach additional pages, if necessary.

Name of Applicant: Anthony Botelho

Residence Street Address: [REDACTED]

City: [REDACTED] com

Supervisory District: 1 2 3 4 5

Are you a full-time paid officer or employee of local, state, or federal government?
 No Yes If yes, name employer _____ Position _____

Nominating Agency/ Community Group, if applicable (leave blank if not applicable):

Occupation & Education: Self-Farming / B.S Degree Cal Poly SLO

Do you identify with any of the following groups: (check all that apply)

<input checked="" type="checkbox"/> Agriculture	Describe: <u>Orchard</u>
<input type="checkbox"/> Senior/Disabled Community	Describe: _____
<input type="checkbox"/> Industry	Describe: _____
<input type="checkbox"/> Trade/Labor	Describe: _____
<input type="checkbox"/> Latino Community	Describe: _____
<input type="checkbox"/> Education	Describe: _____

All members will be required to file a Form 700, Statement of Economic Interests, with the Fair Political Practices Commission upon membership start and annually thereafter. Are you willing to sign Form 700, Statement of Economic Interests?
 Yes
 No

List any areas of expertise or interest, (i.e., accounting, project management, engineering, or other) if any:
Retired County Supervisor, Co-Chair on political effort to pass Measure G, Have ran a successful farming operation for 42 yrs.

One of the responsibilities for serving on the Measure G Committee is the ability to provide input on audit reports to assure the funds are being expended in accordance with the Transportation Safety and Investment Plan. Please explain your experience with reviewing financial reports, if any.
Past County Supervisor, COG Member 15 yrs, and familiar with gov transportation budgets with years of experience.

If any, list community organizations or activities that you have been involved in. Demonstrated your ability to work collaboratively. Please include the approximate dates you were involved:
Since being retired from the BOS, I been involved with the Struck Verde project to promote Economic Dev in SBC.

Describe why you are interested in serving on this committee:
Measure G's goal was to improve our roads & Transportation system's (widen 25). This is critical for public safety and vitality of SBC.

Signature: [Signature] Date: 11-1-24

Appointments will be considered at a Council of San Benito County Governments Board of Directors meeting. Any information you submit on your application will become a matter of public record, with the exception of contact information which will be kept confidential.



STAFF REPORT

Consent

Prepared By: Victor Diaz, Transportation Planner

Subject: Appointments to Social Services Transportation Advisory Council

Agenda Item No. 8

Approved By: Binu Abraham, Executive Director

Meeting Date: November 21, 2024

Recommendation:

Appoint Ms. Shawna Freels and Ms. Tammy Aviles to the Social Services Transportation Advisory Council.

Summary:

Staff is recommending appointments of two new members to the Social Service Transportation Advisory Council (SSTAC). Staff is recommending that the Board appoint Ms. Freels to fill the vacancy for a potential transit user 60 years of age or older, and Ms. Aviles to fill the vacancy for one concerned citizen who has expressed interest in social service transportation vacancy.

Background/ Discussion:

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

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

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

Ms. Freels is a board member of the Mary Velasco Sellen Senior Center, a local nonprofit agency and assistance program that advocates for the senior population in San Benito County.

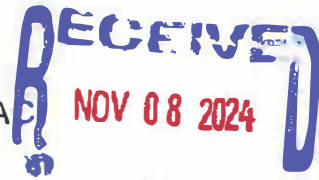
Ms. Aviles is a past board member/treasurer for the Senior Council, a community-based nonprofit agency that represents and advocates for the senior population in San Benito County.

Financial Impact:

There is no financial impact.

Attachments:

1. SSTAC applications



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

The San Benito County Social Service Transportation Advisory Council (SSTAC) advises the Council of San Benito County Governments (SBCOG) on matters related to transportation accessibility for the elderly, the disabled, and persons of limited means. Members are recruited and appointed by the COG Board to provide a broad representation of social services and transit providers in San Benito County. COG strives to achieve a balanced geographic and minority representation with its members.

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

Name: Shauna Freels
Address: [Redacted]
Phone Number: [Redacted] CA. 95045
Email: [Redacted] Length of Residence in San Benito County: 45 years
Occupation: Retired City Clerk Company: [Redacted]

Do you currently, or have you ever, used County Express services? If yes, please indicate which services (i.e. Fixed Route, Caltrain Service, Dial-a-Ride, etc.)
 Yes No

How did you hear about SSTAC?
SBC Senior Summit Work Group - Community

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

Dates	Organization	Position	Address
<u>2/2024 - present</u>	<u>Mary Velasco</u>	<u>Board member</u>	<u>201 The Alameda</u>
<u>2016 - present</u>	<u>Sellen Senior Center</u>	<u>Board member</u>	<u>San Juan Bta Ct</u>
	<u>Pozas House Org. Inc</u>	<u>member</u>	<u>31 Park 95025</u>

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

Why are you interested in participating on SSTAC for San Benito County?
I see the vast needs of our senior and disabled community members

What concerns and/or interests do you feel you represent for the San Benito County community?
Senior transportation service in the North West portions and unincorporated areas of our County



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

What expertise do you feel you can offer to SSTAC?

I am a Master Municipal Clerk, 24 years as a City Clerk / Administrator and passionate about improving transportation for

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

Chair, San Juan Pta Strategic Plan these underserved members
Bylaws review committee - 4 years of SBC
CCTC

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

- Representative of potential transit users sixty years of age or older
- Representative of potential transit users who are disabled
- Representative of concerned citizens from the community
- Representative of the local social service providers for seniors
- Agency Name: _____
- Representative of the local social service providers for disabled
- Agency Name: _____
- Representative of the local social service providers for persons of limited means
- Agency Name: _____
- Representative of the local consolidated transportation service agency
- Agency Name: _____

*All members will be required to file a Form 700, Statement of Economic Interests, with the Fair Political Practices Commission upon membership start and annually thereafter.

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

Amanda Druks
Signature

11/8/2024
Date

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

Submit application to:

Council of San Benito County Governments
Attention: SSTAC Membership
330 Tres Pinos Road, Suite C7
Hollister, CA 95023
FAX: 831-636-4160 or info@sanbenitocog.org



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

The San Benito County Social Service Transportation Advisory Council (SSTAC) advises the Council of San Benito County Governments (COG) on matters related to transportation accessibility for the elderly, the disabled, and persons of limited means. Members are recruited and appointed by the COG Board to provide a broad representation of social services and transit providers in San Benito County. COG strives to achieve a balanced geographic and minority representation with its members.

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

Name: Tami Aviles

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED] Length of Residence in San Benito County: 11

Occupation: retired Company: _____

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

Yes No

How did you hear about SSTAC?

Seniors Council

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

<u>Dates</u>	<u>Organization</u>	<u>Position</u>	<u>Address</u>
N/A	Hollister Rotary Club	Member	
N/A	Seniors Council	Board Member/Treasurer	
N/A	Friends of the SBC County Free Library - President		

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

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

Need to improve transportation options. It's hard to find public transit in SBC.

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



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

As the caregiver and driver for my in-laws (94 & 87), I represent part of the community that needs better options for public transportation.
What expertise do you feel you can offer to SSTAC?

As an advocate for other organizations and issues, I look for solutions and collaboration across all parties.

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

I have no experience, but am interested and willing to learn.

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

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

Agency Name: _____

- Representative of the local social service providers for disabled

Agency Name: Hope Services

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

Agency Name: _____

- Representative of the local consolidated transportation service agency

Agency Name: _____

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

[Signature]
Signature

October 30, 2024
Date

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

Submit application to:

Council of San Benito County Governments
Attention: SSTAC Membership
330 Tres Pinos Road, Suite C7
Hollister, CA 95023
FAX: 831-636-4160 or info@sanbenitocog.org



STAFF REPORT

Consent

Prepared By: Samuel Borick, Transportation Planner

Subject: Central Coast Coalition MOU

Agenda Item No. 9

Approved By: Binu Abraham, Executive Director

Meeting Date: November 21, 2024

Recommendation:

APPROVE the Central Coast Coalition Memorandum of Understanding.

Summary:

The Council of San Benito County Governments (SBCOG), in collaboration with other transportation planning agencies, is part of the Central Coast Coalition (CCC), which aims to promote regional coordination along the U.S. 101 corridor. The Memorandum of Understanding (MOU) currently under consideration will formalize SBCOG's participation in the CCC from July 1, 2025, through June 30, 2030.

Background/Discussion:

The CCC is a regional collaboration among the transportation agencies in the five counties of Santa Barbara, San Luis Obispo, Monterey, San Benito, and Santa Cruz. The agencies representing these five counties under the District 5, Caltrans, comprise of the Santa Barbara County Association of Governments (SBCAG), Association of Monterey Bay Area Governments (AMBAG), Council of San Benito County Governments, Transportation Agency for Monterey County (TAMC), San Luis Obispo Council of Governments (SLOCOG), and Santa Cruz County Regional Transportation Commission (SCCRTC). The CCC was formed in 2011 to raise awareness of the U.S. 101 corridor's economic importance to both the region and the nation. The CCC is considered a recommending entity and does not have the power of a decision-making body. As a member agency, SBCOG is responsible for paying an annual due of \$1,250 for its participation in the CCC.

The aim of the CCC is to promote economic prosperity along the U.S. 101 corridor. The CCC strives to achieve this by highlighting the importance of the region's transportation networks, engaging in information sharing, identifying funding opportunities, and coordinating with Caltrans District 5. Additionally, the CCC advocates for regional transportation priorities with agencies such as the California State Transportation Agency (CalSTA) and the California Transportation Commission (CTC), as well as with state representatives from the Central Coast region. One of the CCC's key activities is its annual Legislative Advocacy Day, where board members and staff from the coalition's partner agencies travel to Sacramento to meet with our region's state legislators to discuss transportation needs.

Financial Impact:

CCC membership dues are included in the SBCOG budget.

Attachments:

1. Central Coast Coalition Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

BETWEEN THE:

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS,
 ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS,
 COUNCIL OF SAN BENITO COUNTY GOVERNMENTS,
 TRANSPORTATION AGENCY FOR MONTEREY COUNTY,
 SAN LUIS OBISPO COUNCIL OF GOVERNMENTS, AND
 SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
 ON PARTNERSHIP TO ENSURE THE VITALITY OF THE
 U.S. 101 CORRIDOR ALONG THE CENTRAL COAST

Effective: July 1, 2025

THIS Memorandum of Understanding is hereby entered into by and between the Santa Barbara County Association of Governments (SBCAG), Association of Monterey Bay Area Governments (AMBAG), Council of San Benito County Governments (San Benito COG), Transportation Agency for Monterey County (TAMC), San Luis Obispo Council of Governments (SLOCOG), and Santa Cruz County Regional Transportation Commission (SCCRTC), collectively referred to herein as the "CENTRAL COAST COALITION," or individually as AGENCY.

R E C I T A L S :

WHEREAS, the AGENCIES are either a regional transportation agency established pursuant to the California Government Code sections 6500 et seq or are a designated Metropolitan Planning Organization for their region by the Governor in accordance with Title 23 of the Code of Federal Regulations section 450.310; and

WHEREAS, the since 2011 the AGENCIES have worked together as the CENTRAL COAST COALITION to raise awareness of the U.S. 101 corridor on the Central Coast as a major economic asset to the state and nation and to encourage public and private investment on the corridor, and to facilitate the improvement of the U.S. 101 corridor for approximately 269 miles from the Santa Barbara/Ventura County line to the San Benito/Santa Clara County line ("U.S. 101"); and

WHEREAS, the U.S. 101 functions as a critical north-south corridor connecting the Central Coast and the greater Los Angeles Metropolitan Area to the south, the greater San Jose / San Francisco Metropolitan Area to the north, and the Central Valley to the east, serving as: a critical goods movement corridor; the primary alternative north/south highway when Interstate 5 is periodically closed due to storms and accidents; and an emergency escape route upon any natural or manmade accident or disaster occurring along the coast including wildfire, earthquake, tsunami, or critical incident at Diablo Nuclear Power Plant; and

WHEREAS, the U.S. 101 is a part of the National Highway system, is on the State Interregional Road System, and is designated a High Emphasis Focus Route in the Caltrans Interregional Transportation Strategic Plan; and

WHEREAS, the U.S. Department of Transportation in cooperation with the U. S. Department of Defense has also deemed the Route essential for the national defense designating it a Strategic Highway Network Corridor (SHNC); and

WHEREAS, in addition to monthly staff coordinated meetings, the CENTRAL COAST COALITION orchestrates or participates in the following: annual Sacramento Legislative Advocacy Day, California Transportation Commission town halls, state agency special meetings, state workshops and meeting participation, and other activities related to the U.S. 101 corridor that spans across the AGENCIES jurisdictions; and

WHEREAS, the AGENCIES desire to set forth an annual dues schedule for the purposes of covering the expenses of the Central Coast Coalition including legislative advocacy services for a period of five years; and

WHEREAS, the AGENCIES desire SBCAG to serve as the Administrative Agency for the CENTRAL COAST COALITION during the term of this MOU and to enter into an agreement with a legislative advocacy firm to provide legislative advocacy services for the CENTRAL COAST COALITION.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the AGENCIES agree as follows:

1. ROLES AND RESPONSIBILITIES. Under this MOU, the AGENCIES agree to work together to:

- A. Raise the awareness of the importance of U.S. 101 as a critical north south highway, as well as other critical state routes like Highways 1, 17, 41, 46, 154, 156 and 166, supporting the foundation of the regional economy which is also vital at statewide and national levels.
- B. Cooperate in developing and distributing information about the corridor including but not limited to improvement needs, funding options and strategies, economic impacts and benefits.
- C. Identify funding that the AGENCIES may pursue or obtain for improvements for the U.S. 101 and other critical routes.
- D. Coordinate with Caltrans District 5 to develop projects to support the U.S. 101 and other critical routes.
- E. Seek support from other public and private partners to raise awareness about the importance of the U.S. 101 and other critical routes and encourage investments in corridor improvements.
- F. Highlight the importance of the U.S. 101 corridor and other critical routes on the California Central Coast with the California State Transportation Agency, California Transportation Commission, Air Resources Board, California Department of Housing and Community Development and state legislative and congressional representatives.
- G. Seek appropriate state and federal designations that promote the statewide and national significance of the corridor for long-term economic vitality and seek additional state and federal funding for its improvement.
- H. The name for the working body under this mutual understanding will be known as the "CENTRAL COAST COALITION".
- I. The AGENCIES agree the CENTRAL COAST COALITION is a multijurisdictional recommending agency that is not a separate legal entity and does not have powers of a decision-making body.
- J. The CENTRAL COAST COALITION cannot enter contracts, employ staff, apply for grants or other funding, incur debts, sue or be sued.

2. ADMINISTRATIVE AGENCY. SBCAG shall serve as the Administrative Agency for the CENTRAL COAST COALITION. As the Administrative Agency, SBCAG shall:

- A. Upon approval by the SBCAG Board, enter into an agreement with a legislative advocacy firm, in compliance with SBCAG's purchasing policy and bidding procedures, to provide legislative advocacy services for the CENTRAL COAST COALITION to advance the collective position of the AGENCIES with Caltrans, the California Transportation Commission, Air Resources Board, Department of Housing and Community Development, the State Legislature, the Governor's Office, and other appropriate groups.
- B. Be the single point of contact for the legislative advocate and will have the sole authority to provide direction to the legislative advocate regarding the CENTRAL COAST COALITION policy positions.
- C. Serve as the custodian of dues paid by AGENCIES and deposit dues in a separate fund.
- D. Pay all invoices of the legislative advocate from the separate fund consisting of dues paid by AGENCIES.

3. TERM & TERMINATION. This MOU is effective as of July 1, 2025 and shall expire on June 30, 2030, unless the AGENCIES agree otherwise. Any AGENCY may terminate its participation from this MOU upon 30-days written notification to the other AGENCIES.

4. FINANCIAL RESPONSIBILITIES

- A. Each AGENCY shall pay annual dues based on a population formula as follows:

SBCAG	\$6,500
SLOCOG	\$4,125
AMBAG	\$2,500
San Benito COG	\$1,250
TAMC	\$6,500
SCCRTC	<u>\$4,125</u>
TOTAL	\$25,000

- B. The AGENCIES shall pay annual dues to provide revenues to fulfill the roles and responsibilities of AGENCIES described above.
- C. Dues shall be used for purposes consistent with the mission of the Coalition including legislative advocacy.
- D. Dues are payable by June 30 of each fiscal year.

5. LIABILITY AND INDEMNIFICATION. Each AGENCY agrees to defend, indemnify and hold harmless other AGENCIES, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity,

including the Central Coast Coalition that arise out of, or are related any act or omission of the Central Coast Coalition relating to this MOU. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety.

6. GENERAL TERMS & CONDITIONS.

- A. **Entire Agreement and Amendment.** In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the AGENCIES to this Agreement and by no other means. Each AGENCY waives its future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
- B. **Nondiscrimination.** Each AGENCY shall comply with the Civil Rights Act of 1964, as amended, and shall not discriminate on the basis of race, color, national origin, or sex in the performance of this MOU.
- C. **Non-assignment.** AGENCIES shall not assign, transfer or subcontract this MOU or any of its rights or obligations without the prior written consent of each AGENCY and any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect.
- D. **Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- E. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- F. **Compliance with Law.** Each AGENCY shall, at its sole cost and expense, comply with all State and federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this MOU. The judgment of any court of competent jurisdiction, or the admission of any AGENCY in any action or proceeding against an AGENCY, whether any other AGENCY is a party thereto or not, that an AGENCY has violated any such ordinance statute, or regulation, shall be conclusive of that fact.
- G. **Jurisdiction & Venue.** This MOU shall be governed by the laws of the State of California. Any litigation regarding this MOU or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to San Luis Obispo County, if in federal court.
- H. **Authority.** All signatories and parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements

necessary or required by any State and/or federal law in order to enter into this MOU have been fully complied with.

- I. **Execution of Counterparts.** This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this MOU with the CENTRAL COAST COALITION.


Santa Barbara County Association of Governments



Steve Lavaghino, Chair
Date: 10 24 24



Marjie Kinn Executive Director

Approved as to Legal Form
SECCAG Counsel


(Signatures continue on following page.)

San Luis Obispo Council of Governments

Andy Pease, President

Date: _____

Approved as to Legal Form
SLOCOG Counsel

Pete Rodgers, Executive Director

(Signatures continue on following page.)

Association of Monterey Bay Area Governments

Mary Ann Carbone, President
Date: _____

Maura Twomey
Executive Director

Approved as to Legal Form
AMBAG Counsel

(Signatures continue on following page.)

**Santa Cruz County Regional Transportation
Commission**

Kristen Brown, Chair
Date: _____

Sarah Christensen, Executive Director

Approved as to Legal Form

SCCRTC Counsel

(Signatures continue on following page.)

Transportation Agency for Monterey County

Luis Alejo, Chair
Date: _____

Todd Muck, Executive Director

Approved as to Legal Form
TAMC Counsel

TAMC Counsel

(Signatures continue on following page.)

Council of San Benito County Governments

Scott Freels, Chair
Date: _____

Binu Abraham, Executive Director

Approved as to Legal Form
Sloan Sakai Yeung & Wong LLP



SBCOG Counsel



STAFF REPORT

Consent

Prepared By: Norma Aceves, Administrative Services Specialist

Subject: Funding for SBCOG/SBLTA Office Move

Agenda Item No. 10

Approved By: Binu Abraham

Meeting Date: November 21, 2024

Recommendation:

- a. Approve the use of PTMISEA funds, including \$267,618 and any accrued interest, for the move.
- b. Adopt Resolution 2024-12 approving projects for funding under the California State of Good Repair Program totaling \$309,534.
- c. Approve Budget Adjustments 24-25-01, 02, and 03.

Summary:

Formalize funding strategy for the SBCOG/SBLTA office move.

Background/ Discussion:

At the October Board meeting, staff informed the Board of our efforts to identify State funding sources to cover the expenses associated with the SBCOG/SBLTA office relocation. We have identified two funding sources— Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) and State of Good Repair (SGR)—both of which are designated for transit capital projects. Utilizing these funds would allow us to avoid using local TDA funds for this project.

Staff is recommending that the SBCOG Board approve the use of PTMISEA funds, which were already included in the FY 25 budget and were to be reverted back to the State. However, staff has successfully secured approval from the State to apply these funds toward the office move.

Additionally, staff recommends that the SBCOG Board adopt Resolution 2024-12 to reallocate FY 21-22, 22-23, and FY 23-24 rollover SGR funds, which were originally designated for vehicle replacement, to support the office relocation project. Staff will be applying for a Low or No Emission Grant Program - 5339(c) in 2025, which will replace these funds for a vehicle purchase.

Finally, staff recommends that the Board approve Budget Adjustments 24-25-01, 02, and 03 to formalize these changes.

Financial Impact:

Utilizing \$309,534 in rollover SGR funds and releasing \$230,000 in local TDA funds that were initially budgeted for the project.

Attachments:

1. Resolution 2024-12
2. Budget Adjustment 24-25-01, 02, and 03



BEFORE THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

RESOLUTION OF THE COUNCIL OF SAN)	RESOLUTION NO: 2024-12
BENITO COUNTY GOVERNMENTS)	
REALLOCATING CALIFORNIA STATE OF)	
GOOD REPAIR FUNDS TOTALLING)	
\$309,534 FROM FISCAL YEAR 21-22, 22-23,)	
AND 23-24 TOWARDS A NEW PROJECT.)	

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

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

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

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

WHEREAS, SBCOG and LTA have identified a list of transit projects in San Benito County, attached hereto and incorporated herein by reference as Exhibit A, to be funded through the FY 2021-22, 2022-23, and 2023-24 SGR Account; and

WHEREAS, the transit projects to be submitted for FY 2021-22, 2022-23, and 2023-24 SGR funding total \$309,534, to be allocated to SBCOG and LTA pursuant to the distribution formulas in PUC sections 99313 and 99314; and

WHEREAS, SBCOG desires to allocate its share of SGRfunds to LTA, to administer the projects as the CTSA for San Benito County, for a total combined allocation of \$309,534.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Council of San Benito County Governments hereby approves the SGR funded transit projects identified in the project list attached hereto and incorporated herein by reference as Exhibit A; and

BE IT FURTHER RESOLVED THAT that the Board of Directors of the Council of San Benito County Governments hereby designates the San Benito County Local Transportation Authority to be the lead agency for the SGR funded transit projects identified in Exhibit A, to be funded in part through SBCOG's SGR allocations.

PASSED AND ADOPTED by the Council of San Benito County Governments this 21st day of November, 2024 by the following vote:

AYES:
NOES:
ABSTAINING:
ABSENT:

Scott Freels, Chair

ATTEST,

APPROVED AS TO LEGAL FORM
SBCOG Counsel



Binu Abraham, Executive Director

Dated:

Osman I. Mufti, SBCOG Counsel

Dated:

Exhibit A

Projects	FY 2021-22, 22-23, and 23-24 SGR
SBCOG/SBLTA Office Relocation	\$309,534
<i>Total</i>	\$309,534

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

Please Indicate Type:

Fiscal Year: FY 24-25

Appropriation/Est. Revenue Increase
(Requires Board Approval)

Department: COG Administration

Org Key: 628.95.7340

**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>
628.95.7340	650.302	Equipment Other Than Computer	\$ (230,000.00)	
628.95.7340	576.012	Contributions (LTF)	\$ (230,000.00)	
Total			\$ (460,000.00)	\$ -

Comments:

Reducing the COG Admin budget by \$230,000 and decreasing the LTF contribution to COG Admin by \$230,000. The project that was initially going to be funded by LTF now has an alternate funding source.

Submitted: _____

_____ Date

Verification of Sufficient Funds: Administrative Services Specialist

_____ Date

Approval: Executive Director

_____ Date

Approval by COG Board

_____ Date

Attested: Clerk of the Board: _____

Vote: _____ Yes _____ No

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

Please Indicate Type:

Fiscal Year: FY 24-25
Department: Local Transportation Fund
Org Key: 629.95.7310

- Appropriation/Est. Revenue Increase**
(Requires Board Approval)
- 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>
629.95.7310	640.513	Operating Transfers (COG Admin)	\$ (230,000.00)	
Total			\$ (230,000.00)	\$ -

Comments: Reducing the LTF transfer to COG Admin by \$230,000. The project that was initially going to be funded by LTF now has an alternate funding source.

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

JE# BUDGET ADJUSTMENTS

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

Please Indicate Type:

Fiscal Year:	<u>FY 23-24</u>	<input checked="" type="checkbox"/>	Appropriation/Est. Revenue Increase (Requires Board Approval)
Department:	<u>COG- State Transit Assistance</u>	<input type="checkbox"/>	
Org Key:	<u>629.95.7300</u>	<input type="checkbox"/>	Interdepartmental Transfer or Interobject Transfer >\$50,000 (Requires Board Approval)
		<input type="checkbox"/>	Interobject Transfer <\$50,000 (Requires Executive Director and Admin Ser Spe)
		<input type="checkbox"/>	Intraobject Transfer (Requires Executive Director)

<u>Org Key:</u>	<u>Object No:</u>	<u>Description</u>	<u>Decrease/ Rev. Increase</u>	<u>Increase</u>
<u>629.95.7300</u>	<u>640.513</u>	<u>Operatimg Transfers (SGR to LTA)</u>		<u>\$ 198,456.00</u>
<u>629.95.7300</u>	<u>541.001</u>	<u>State of Good Repair (and Carryover funds)</u>	<u>\$ 316,377.00</u>	
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>	<u>\$ -</u>
<u> </u>	<u> </u>	<u> </u>	<u>\$ -</u>	<u>\$ -</u>
Total			\$ 316,377.00	\$ 198,456.00

Comments: Increasing the operating transfer to LTA from STA/SGR by \$198,456 to fund a project.
Increasing SGR revenue to reflect carryover funds from previous years.

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

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

Please Indicate Type:

Fiscal Year: FY 24-25
 Department: LTA - CE
 Org Key: 627.95.7320

- Appropriation/Est. Revenue Increase**
 (Requires Board Approval)
- 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>
627.95.7320	650.31	Capital		\$ 427,455.00
627.95.7320	576.012	SGR Transfer In	\$ 427,455.00	
Total			\$ 427,455.00	\$ 427,455.00

Comments:
 LTA Capital project to be funded by SGR.

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

JE# BUDGET ADJUSTMENTS



STAFF REPORT

Action

Prepared By: Norma Aceves, Administrative Services Specialist

Subject: Amendment to Measure G Oversight Committee Bylaws

Agenda Item No. 11

Approved By: Binu Abraham

Meeting Date: November 21, 2024

Recommendation:

Approve First Amendment to Measure G Transportation Safety and Investment Plan Oversight Committee Bylaws.

Summary:

The Council of San Benito County Governments proposes to amend Section 5.3 of the bylaws to define a quorum as four (4) members, rather than a majority of the total membership.

Background/ Discussion:

The Measure G Transportation Safety and Investment, COG Ordinance 2018-01, specifies the Council of San Benito County Governments shall establish and convene an eleven (11) member citizens' oversight committee to be designated as the Measure G Transportation Safety and Investment Plan Oversight Committee (Measure G Committee). Its purpose is to ensure that Measure G funds are being expended consistent with the Transportation Safety and Investment Plan. The Measure G Committee is responsible for independent audits, plan changes, project delivery and priorities, and annual and final reports.

COG had to cancel three meetings in 2024 due to insufficient quorum. To ensure we fulfill our responsibilities as outlined in the ordinance and to keep progress moving forward on projects related to Measure G, we are proposing a change to the quorum requirements.

Current bylaws read as follows:

§5.3 Quorum; Vote; Committee of the Whole

A quorum of the Committee shall consist of a majority of the total membership. Committee action may be taken by a majority of those present and voting, and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance. At any regularly called meeting not held because of a lack of a quorum, the members present may constitute themselves a "committee of the whole" for the purpose of discussing matters on the agenda of interest to the committee members present. The Committee of the whole shall automatically cease to exist if a quorum is present at the meeting.

Proposed amendment reads as follows:

§5.3 Quorum; Vote; Committee of the Whole

A quorum of the Committee shall consist of four (4) members of the Committee. Committee action may be taken by a majority of those present and voting, and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance. At any regularly called meeting not held because of a lack of a quorum, the members present may constitute themselves a “committee of the whole” for the purpose of discussing matters on the agenda of interest to the committee members present. The Committee of the whole shall automatically cease to exist if a quorum is present at the meeting.”

Financial Impact:

None.

Attachments:

1. First Amendment To Measure G Transportation Safety and Investment Plan Oversight Committee Bylaws
2. Measure G Transportation Safety and Investment Plan Oversight Committee Bylaws

**FIRST AMENDMENT TO
MEASURE G TRANSPORTATION SAFETY AND INVESTMENT PLAN OVERSIGHT
COMMITTEE BYLAWS**

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

WHEREAS, the Council of San Benito County Governments pursuant to COG Resolution No. 2019-04 established the Measure G Transportation Safety and Investment Plan Oversight Committee; and

WHEREAS, the Council of San Benito County Governments pursuant to COG Resolution No. 2019-04 adopted Bylaws for the Measure G Transportation Safety and Investment Plan Oversight Committee (“Bylaws”); and

WHEREAS, the Council of San Benito County Governments now desires to amend the Bylaws.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Council of San Benito County Governments, that it hereby amends the Bylaws as follows:

1. Section 5.3, of the Bylaws is hereby amended in its entirety to read as follows:

“§5.3 Quorum; Vote; Committee of the Whole

A quorum of the Committee shall consist of four (4) members of the Committee. Committee action may be taken by a majority of those present and voting, and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance. At any regularly called meeting not held because of a lack of a quorum, the members present may constitute themselves a “committee of the whole” for the purpose of discussing matters on the agenda of interest to the committee members present. The Committee of the whole shall automatically cease to exist if a quorum is present at the meeting.”

2. Except as expressly amended herein, all other terms of the Bylaws shall remain in full force and effect.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS on this 21st day of November, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Scott Freels, Chair



**BEFORE THE COUNCIL OF
SAN BENITO COUNTY GOVERNMENTS**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ADOPTING THE MEASURE G TRANSPORTATION SAFETY AND INVESTMENT PLAN OVERSIGHT COMMITTEE BYLAWS) **Resolution No. 2019-09**

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

WHEREAS, COG resolution 2019-04 established the Measure G Transportation Safety and Investment Plan Oversight Committee; and

WHEREAS, the Board of Directors of the Council of Governments desires to adopt Bylaws for the Measure G Transportation Safety and Investment Plan Oversight Committee.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Council of Governments, that it hereby adopts the Transportation Safety and Investment Plan Oversight Committee Bylaws, attached hereto and incorporated herein by reference as Exhibit A; and

BE IT FURTHER RESOLVED, by the Board of Directors of the Council of Governments, that the Bylaws (Exhibit A) govern the proceedings of the Transportation Safety and Investment Plan Oversight Committee.

PASSED AND ADOPTED BY THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS on this 19th day of September, 2019 by the following vote:

AYES: 5 DIRECTORS: Chair Flores, Botelho, Richman, Velazquez, Medina
NOES: 0 DIRECTORS:
ABSENT: 0 DIRECTORS:
ABSTAIN: 0 DIRECTORS:


César E. Flores, Chair

ATTEST:
Mary Gilbert, Executive Director

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

By: 

By: 
Shirley L. Murphy, Deputy County Counsel

Dated: 9/19/19

Dated: Sept. 13, 2019

Exhibit A

Article I

GENERAL PROVISIONS

§1.1 Purpose

Measure G is a Transportation Safety and Investment Plan (COG Ordinance 2018-01 and Expenditure Plan) approved by San Benito County voters on November 6, 2018. The Measure consists of a one cent local transactions and use tax to be collected for 30 years to improve the City of Hollister, City of San Juan Bautista, and the unincorporated areas of San Benito County's local streets and roads. COG Ordinance 2018-01 specifies the Council of San Benito County Governments ("COG") as the administrator of the tax, shall establish and convene a citizens' oversight committee to be designated as the Measure G Transportation Safety and Investment Plan Oversight Committee to provide oversight, prior to expenditure of any funds collected.

The COG Ordinance also lists the Committee's specific duties and responsibilities, which are incorporated into these bylaws (§2.1). These Bylaws govern the proceedings of the Committee. The Committee shall be in existence during the term of the sales tax (June 20, 2019 – December 31, 2050) and for a reasonable period thereafter necessary for the Committee to complete its work.

§1.2 Definitions

- a. As used in these Bylaws, "Board of Directors" means the Board of Directors of the Council of San Benito County Governments (COG).
- b. As used in these Bylaws, "chairperson" means the chairperson of the Committee.
- c. As used in these Bylaws, "Member Agency" means the County of San Benito, a legal subdivision of the State of California, the City of Hollister, and incorporated city located within San Benito County and/or the City of San Juan Bautista, an incorporated city located within San Benito County.
- d. As used in these Bylaws, "2018 Measure G" or "Measure G" means the 2018 Measure G Transportation Safety and Investment Plan approved by San Benito County voters on November 6, 2018.

§2.1 Mission and Duties

The Committee is a citizens' oversight body, established by the COG Board of Directors in accordance with the provisions and intent of the 2018 Measure G ballot. Its purpose shall be to ensure that Measure G funds are being expended consistent with the Transportation Safety and Investment Plan.

Policy-related decisions for the Transportation Safety and Investment Plan, including the composition, implementation, completion schedule, and funding level of specific projects in the Program Categories specified in the 2018 Measure G ballot and Transportation Safety and Investment Plan, are the responsibility of the COG Board of Directors and/or Member Agencies.

The Committee shall be responsible for the following:

- a. Independent Audits: The Committee shall have full access to the COG's independent auditor and review the annual audits, have the authority to request and review the specific financial information, and provide input on the audit to assure the funds are being expended in accordance with the Transportation Safety and Investment Plan;
- b. Plan Changes: The Committee shall review and make recommendations on any proposed changes to the Transportation Safety and Investment Plan, prior to the COG Board of Directors' consideration, subject to 2/3 vote of the voting Committee members;
- c. Project Delivery and Priorities: The Committee shall review and comment on the project delivery schedules and make recommendations to the COG on any proposals for changing project delivery priorities; and
- d. Annual and Final Reports: The Committee shall prepare annual reports regarding the administration of the program, to be presented to the COG's Board of Directors. The committee shall submit the report to the COG Executive Director for inclusion in the next available meeting agenda and COG will ensure that the report shall be made available for public review on the COG website (SanBenitoCOG.org). The annual written report shall include at a minimum the following:
 - A statement indicating whether COG is in compliance with the requirements of the Transportation Safety and Investment Plan, per the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

§2.2 Limitations on Authority

The Committee shall have no independent duties other than those specified in these bylaws, the 2018 Measure G ballot, and the Transportation Safety and Investment Plan. The Committee shall have no authority to take actions that bind COG or the COG Board of Directors. No expenditures or requisitions for services and supplies shall be authorized by the Committee. No individual member of the Committee shall be entitled to reimbursement for travel or other expenses.

Article III

MEMBERSHIP

§3.1 Membership

The Committee shall be composed of eleven (11) members. The Committee shall not have alternate members due to its need for expertise, specific experience and continuity of knowledge. To be a qualified person, members must be at least 18 years of age.

To assure independence, no member of the Board of Directors or alternate, or other elected public official shall be appointed to the Committee. Appointees to other COG committees are not eligible to serve. During their terms, Committee members may not be employed by COG or any of its Member Agencies, nor by any agency or organization that either oversees or benefits from the proceeds of the Transportation Safety and Investment Plan.

The membership shall be comprised of San Benito County residents with relevant expertise and experience needed to assist the Committee in its task of evaluating Measure G revenues and expenditures to determine compliance with the commitments made to and approved by voters in the Measure G Transportation Safety and Investment Plan.

The Expenditure Plan Oversight Committee shall include, at a minimum, representatives who are residents of the City of Hollister, the City of San Juan Bautista, and the unincorporated areas of San Benito County. The Committee will fairly represent the geographical, social, cultural and economic diversity of the County to ensure maximum benefit for road and transportation users. The Committee will gather information and input from outside sources and COG staff when necessary.

The membership will consist of individuals that fulfill the following areas-of-expertise, as defined in COG Resolution 19-03:

- Five (5) at-large members, representing each of the five San Benito County Supervisorial Districts.
- Six (6) members representing each of the following groups or interests:
 - a. Agriculture/Farm Bureau
 - b. Seniors and Persons with Disabilities
 - c. Industry
 - d. Trade/Labor
 - e. Latino/Hispanic
 - f. Education

The COG Board of Directors may redefine these areas of expertise. Each member shall represent only one of the eleven (11) specified areas of expertise.

Members will be required to complete and submit the California Fair Political Practices Commission's Form 700 – Statement of Economic Interests at the required intervals.

§3.2 Members' Terms

Committee members shall be appointed for a two (2) year term commencing on January and can be reappointed. Terms shall be staggered to ensure continuity of knowledge and relevant expertise. Members whose terms have expired may continue to serve on the Committee until a successor has been appointed.

In order to achieve staggering of terms, four (4) of the original Committee members' initial terms shall be offset by a one-year interval from the remaining seven (7) original Committee members' terms, to be determined by consensus.

§3.3 Vacancies

Vacancies shall be filled from the same category of expertise represented by the original appointee, in accordance with the criteria defined in §3.1. The application process shall be open, upon Committee vacancies, to provide qualified San Benito County residents the opportunity to participate. Applications received will be reviewed and appointed by the COG Board of Directors. The Board of Directors, in their exclusive discretion, may remove any Committee member for any reason, including, but not limited to, failure to attend Committee meetings without reasonable excuse.

Article IV

OFFICERS

§4.1 Chairperson and Vice Chairperson

Election of a Chairperson and Vice Chairperson shall be held at the initial meeting of the Committee and take effect immediately. Thereafter, election of a Chairperson and Vice Chairperson shall take place at the Committee's last meeting of the calendar year to serve for a two-year term effective January 1 of the next calendar year. The Chairperson and Vice Chairperson are eligible to serve multiple terms.

In the event of a vacancy in the Chairperson's position, the Vice Chairperson shall succeed as Chairperson for the balance of the Chairperson's term and the Committee shall elect a successor to fill the vacancy in the Vice Chairperson's position. In the event of a vacancy in the Vice Chairperson's position, the Committee shall elect a successor from its membership to fill the Vice Chairperson's position for the remainder of the Vice Chairperson's term. In the event that the Chairperson and Vice Chairperson are absent, the Committee may select a member to serve as Chairperson Pro Tempore for

that particular meeting. However, if the Chairperson or Vice Chairperson later arrives, the Chairperson or Vice Chairperson shall then assume responsibility for the meeting upon arrival.

The Chairperson shall preside at all meetings of the Committee and represent the Committee. In fulfilling this duty, all official communications shall come from the Chairperson acting on behalf of the Committee. The Chairperson shall only release information that reflects the majority view of the Committee. Opinions or statements from a Committee member must include a disclaimer that the opinion or statement is that of the individual only, and not of the Committee.

§4.2 Secretary

COG staff shall serve as the Committee's Secretary without any voting rights.

Article V

MEETINGS

§5.1 Regular Meetings

Regular meetings shall be held in the County building located at 2301 Technology Parkway, Hollister, California, in the conference room on the second floor, or such other place as may from time to time be determined by the Committee. Meetings shall be open to the public and shall conform to the Ralph M. Brown Act (California Government Code sections 54950 et seq.).

The Committee shall meet at least once but no more than four times per year. Meetings will be held in the months of October, January, April, and July, on the last Wednesday starting at 6 PM at the San Benito County Resource Management Agency (upstairs conference room), 2301 Technology Parkway in Hollister. The calendar for the following fiscal year shall be adopted no later than the last meeting of the current fiscal year.

Whenever a regular meeting falls on a holiday observed by COG, the meeting shall be held on another day, in consultation with COG staff. A rescheduled regular meeting shall be designated a regular meeting.

§5.2 Calling and Noticing of Meetings

All regular and special meetings shall be called, noticed and conducted in accordance with the applicable provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code). COG Staff shall be responsible for noticing all meetings.

§5.3 Quorum; Vote; Committee of the Whole

A quorum of the Committee shall consist of a majority of the total membership. Committee action may be taken by a majority of those present and voting, and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance. At any regularly called meeting not held because of a lack of a quorum, the members present may constitute themselves a "committee of the whole" for the purpose of discussing matters on the agenda of interest to the committee members present. The Committee of the whole shall automatically cease to exist if a quorum is present at the meeting.

§5.4 Twenty Minute Rule

If a quorum has not been established within twenty minutes of the noticed starting time for the meeting, the Committee may be excused from further attendance at the meeting.

§5.5 Absences

Attendance at all Committee meeting is expected. Member representatives who miss more than two (2) regular meetings within a twelve (12) month period without due cause shall have their appointment automatically terminated. "Due cause" is defined as calling or emailing COG staff in advance of the meeting and providing a reason for not attending.

§5.6 Matters Not Listed On the Agenda Requiring Committee Action

Except as provided below, a matter requiring Committee action shall be listed on the posted agenda before the Committee may act upon it. The Committee may take action on items not appearing on the posted agenda only upon a determination to add it as an urgency item, pursuant to Brown Act requirements.

§5.7 Time Limits for Speakers

Each member of the public appearing at a Committee meeting shall be limited to three minutes. Any person addressing the Committee may submit written statements, petitions or other documents.

§5.8 Impertinence; Disturbance of Meeting

Any person making personal, impertinent or indecorous remarks while addressing the Committee may be barred by the Chairperson from further appearance before the Committee at that meeting, unless permission to continue is granted by an affirmative vote of the Committee. The Chairperson may order any person removed from the Committee meeting who causes a disturbance or interferes with the conduct of the meeting, and the Chairperson may direct the meeting room cleared when deemed necessary to maintain order.

§5.9 Access to Public Records Distributed at Meeting

Writings distributed during a Committee meeting shall be made available for public inspection at the meeting, consistent with the Brown Act, and all records distributed at a meeting shall become public records and shall be treated as such, in compliance with the California Public Records Act.

Article VI

AGENDAS AND MEETING NOTICES

§6.1 Agenda Format and Content

The agenda shall specify the starting time and location of the meeting and shall contain a description of each item of business to be transacted or discussed at the meeting, consistent with Brown Act requirements.

Items may be referred for inclusion on an agenda by: (1) the COG Executive Director; (2) the Committee Chairperson, in consultation with the COG Executive Director; and (3) the Committee, with a quorum present and upon the affirmative vote of a majority of the members present.

§6.2 Agenda Posting and Delivery

The written agenda for each regular meeting and each meeting continued for more than five calendar days shall be posted by COG at least 72 hours before the meeting is scheduled to begin, consistent with Brown Act requirements. The written agenda for every special meeting shall be posted by COG at least 24 hours before the special meeting is scheduled to begin, consistent with Brown Act requirements. The agenda shall be posted in a location that is freely accessible to members of the public, consistent with Brown Act requirements. The agenda together with supporting documents shall be delivered to each Committee member at least three days before each regular meeting and at least 24 hours before each special meeting.

§6.3 Minutes

Official minutes recording the members and visitors present, motions entertained, actions taken, and the votes cast at each Committee meeting, shall be prepared by COG staff and submitted to the Committee for approval.

Article VII

MISCELLANEOUS

§7.1 Adoption and Amendment of Bylaws

These Bylaws shall be adopted by the COG Board of Directors. Any subsequent amendment thereof shall require approval of the COG Board of Directors.

Section 7.2. Termination.

The Committee shall be disbanded by the COG Board of Directors with the Committee's submission of the final Annual Report which reflects the final accounting of the expenditure of all Measure G monies.

Adopted by the Board of Directors: September 19, 2019.



STAFF REPORT

Action

Prepared By: Samuel Borick,
Transportation Planner
Subject: Transportation Planning Study
Request for Qualifications

Agenda Item No. 12

Approved By: Binu Abraham, Executive
Director
Meeting Date: November 21, 2024

Recommendation:

AUTHORIZE the Executive Director to execute Master On-Call Agreements with selected consultants.

Summary:

Proposals in response to the SBCOG On-Call transportation Planning RFQ were accepted on November 15, 2024. The next step in this project will be to award Master On-Call Agreements with all parties.

Background/ Discussion:

On October 15, 2024, SBCOG published its Request for Qualifications packet seeking transportation planning consultants who can demonstrate sufficient experience, expertise, and technical skills relating to transportation data analysis, transit system planning, cost benefit analysis, public engagement, and transition planning to zero-emission energy infrastructure.

Consultant firms were invited to submit proposals for consideration in four distinct service categories: Transportation Data Analysis and Modeling, Transportation System Planning, Transit System Planning, and Public Outreach and Community Engagement.

Proposals will be submitted on November 15, 2024, and staff will provide an update on the scoring results at the Board meeting on November 21, 2024. Staff is recommending that the SBCOG Board authorize the Executive Director to execute Master On-Call Agreements with the firms whose proposals scored highest for each service category. Selection to the bench is contingent upon the execution of a Master On-Call Agreement, which establishes the standards for participation on the bench. Inclusion on the bench does not guarantee work or compensation. Work will be assigned to the selected firms through a mini-RFP process, which is informal and designed for quick task order assignments. The best-responding firm will be selected for each task.

Alternatives:

None

Financial Impact:

None

Attachments:

1. Request for Qualifications: On Call Transportation Planning Services
2. Standard Master On-Call Agreement for Professional Services
3. Proposal Summary Sheet (provided under separate cover)



REQUEST FOR QUALIFICATIONS 2024-02

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

ON CALL TRANSPORTATION PLANNING SERVICES

You are invited to submit your qualifications for the services to complete the above work. Submittals are due via email to the project manager, (projects@sanbenitocog.org), by November 15, 2024, at 12:00pm, PDT.

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

Background

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

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

SBCOG is actively seeking transportation planning services from consultant(s) or consulting firms(s) on an as-needed basis. As a smaller rural agency, SBCOG regularly grapples with an imbalance between workload and staffing. This disparity makes it challenging for the agency to address the entirety of its transportation planning priorities. To address this challenge, SBCOG is seeking on call transportation and transit planning services. These services will be utilized to cover a range of transportation planning tasks outlined in Preliminary Scope of Services, including but not limited to, transportation data analysis and modeling, transportation planning, transit system planning, and public outreach activities. In addition to these general transportation planning endeavors, SBCOG intends to utilize on call transportation planning services to help execute and implement grants the agency has been awarded. Grants awarded to SBCOG may be used to fund or partially fund the requested planning services; SBCOG is considering both state and federal grants as potential funding sources.

Project Description

This request for qualifications will be used by SBCOG to qualify a bench of consultants and/or firms to provide transportation planning services on an on-call and as-needed basis in support of agency priorities. The current priorities of SBCOG include the State Route 25 Improvement Project and revitalizing the San Benito Local Transportation Authority (LTA) transit services. While transit-oriented work will primarily fall under the Transit Planning service category, every service category may be called upon to support the State Route 25 Improvement Project. SBCOG intends to contract with multiple consulting firms to provide transportation planning services on and as needed and on-call basis.

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

A copy of the template agreement anticipated to be used by SBCOG is in Exhibit B. A single document will be prepared between the Consultant and SBCOG consistent with the provisions of these attachments. It is important that the consultant has the capability to work closely with SBCOG staff. The consultant must be prepared to undertake whatever liaison and meetings are required to satisfy this requirement.

Project Budget and Contract Term

The term of the contract will be (5) years, until December 16, 2029. Work will be issued on a task order basis, with a separate scope of work and budget for each task assigned.

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

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

Selection Process

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

Evaluations will be based on the following criteria:

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

Questions & Answers, Requests for Clarification or Exceptions, and Addenda

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

Any requests for clarification or exceptions to requirements in this Request for Qualifications must be received by the Agency no later than 12:00pm, PDT on November 1, 2024, to guarantee response or consideration. Responses to questions concerning this Request for Qualifications posed before this deadline will be posted on the agency's website (<http://sanbenitocog.org/>).

Submittal Requirements and Format

Submittals are due via email to the project manager, (projects@sanbenitocog.org), by November 15, 2024, at 12:00pm, PDT.

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

All interested firms are required to submit one (1) digital copy of their statement to perform the requested consulting services. Firms seeking consideration for multiple service categories are not required to submit separate statements of qualification; firms may submit a single statement addressing all relevant service categories or elect to submit multiple proposals for each service category they wish to be considered for. The statement shall include:

- A. **Title Page:** The title page should include the name of the proposing firm as well as the service categories for which they wish to be considered.
- B. **Demonstrated Knowledge and Experience with Transportation Planning:** The statement shall include the Project Manager and assigned team members' demonstrated knowledge, expertise, and experience in the work as specified.

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

- C. **Examples of Relevant Transportation Planning Work Performed:** The statement should include three (3) examples of transportation planning work relevant to the Preliminary Scope of Work (Exhibit A). Examples should represent the latest, most comprehensive products delivered, such as final documents, presentations, findings report, etc., that best exemplify the work performed. Examples should also include the name and contact information of the project manager at the agency for which the work was performed.
- D. **Project Team:** The statement shall clearly identify a Project Manager and include the names and qualifications of all personnel of the proposed team to be assigned to the contract and a chart representing the proposed organizational structure of the team. The submittal shall identify the skills of each of the team members and how those skills will be utilized in the work.

Proposers are asked to provide assurances that they will be able to provide a team with the necessary qualifications and classifications throughout the duration of the contract, and when a mini-RFP is issued, they will provide the exact team composition for that specific task.

- E. **References:** The statement shall include at least two (2) recent references from past clients for similar types of work.
- F. **Cost of Services:** The statement of qualifications shall include a listing of the hourly rates for the assigned personnel and positions within the organization for the term of the contract. **Hourly rates should be submitted as a separate document and not included with items A-E above.**

Cost Proposal*

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

Cost Proposals should include annual rates/costs for a possible five (5) year agreement. If rates are subject to change annually, the cost proposal forms shall be submitted for each year of the contract. Each firm shall also complete and submit with its cost proposal the attached Exhibit 10- K: Consultant Certification of Contract Costs and Financial Management System. Failure to provide adequate cost data will result in the SOQ rejection as unresponsive.

*Response required

Consultant and Subcontractor Information

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

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

The consultant may satisfy the requirements of this section by completing and submitting the Exhibit referred to as "Disadvantaged Business Enterprise Information", which is attached to the SBCOG’s Standard Agreement (Exhibit B). Consultant should also complete and submit the attached Exhibit “10-01” from Chapter 10 of the Caltrans Local Assistance Procedures Manual.

Proposed Subcontractor Letters

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

Proposed DBE Utilization*

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

Must Submit:

- Exhibit 10-01 Local Agency Consultant DBE Commitment
- Disadvantaged Business Enterprise Information (in SBCOG’s Standard Agreement) (When DBE goal met) Must Submit:
 - Exhibit 10-01 all sections (1-24)
 - Form includes names, addresses, description, dollar amount of work each named DBE will perform, confirmation of proposer’s commitment to use identified DBE, and commitment to participate from DBE firm.

(When DBE goal not met) Must Submit:

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

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

Proposed Award Schedule

Release of Request for Qualifications	October 15, 2024
Requests for clarification due to SBCOG	November 1, 2024
Electronic proposals due to SBCOG	November 15, 2024
Board announcement	November 21, 2024
Contract Award	December 16, 2024

Miscellaneous

- A. **Modification or Withdrawal of Submittals:** Any submittals received prior to November 15, 2024, at 12:00pm, PDT, the deadline for proposal submission, may be withdrawn or modified by written request of the proposer. To be considered, however, the modified submittal must be received by November 15, 2024, at 12:00pm, PDT.
- B. **Property Rights:** Any submittal received within the prescribed deadline becomes the property of SBCOG and all rights to the contents therein become those of SBCOG.
- C. **Confidentiality:** Before the award of the contracts, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all Proposal), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of any submittals as confidential will be regarded as non-effective and will be disregarded.
- D. **Amendments to Request for Qualifications:** SBCOG reserves the right to amend the Request for Qualifications by addendum before the final submittal date, November 15, 2024.
- E. **Non-Commitment of SBCOG:** This Request for Qualifications does not commit SBCOG to award a contract, to pay any costs incurred in the preparation of a submittal for this request, or to procure or contract for services. All products used or developed in the execution of any contract resulting from this Request for Qualifications will remain in the public domain at the completion of the contract.

Conflict of Interest: The prospective consultant shall disclose any financial, business, or other relationship with SBCOG that may have an impact upon the outcome of this contract or any SBCOG project. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or SBCOG projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any firm that might submit a bid on SBCOG projects.

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

Protestants shall email a detailed statement of protest to the project manager,

projects@sanbenitocog.org, no later than five (5) business days after receipt of the Tentative Award email described above.

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

Questions

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

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

Attachments

- Exhibit A: Preliminary Scope of Work
- Exhibit B: Sample SBCOG Standard Agreement for Professional Services
- Exhibit C: Levine Act Disclosure Statement
- Exhibit D: Debarment Certification Form
- Exhibit E: Disadvantaged Business Enterprise (DBE) Information Form
- Exhibit F: Fair Employment Practices Addendum
- Exhibit G: Nondiscrimination Assurances
- Exhibit 10-I: Notice to Proposers DBE Information
- Exhibit 10-K: Consultant Annual Certification of Indirect Costs and Financial Management Systems
- Exhibit 15-H: Proposer – Contractor Good Faith Efforts
- Exhibit 10-01: Consultant Proposal DBE Commitment
- Exhibit L: Sample Cost Proposal Form

Exhibit A

On Call Transportation Planning Services: Preliminary Scope of Services

Overview:

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

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

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

Task Orders:

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

Examples of Project Tasks for Each Listed Service Category:

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

1. **Transportation Data Analysis and Modeling:**

- a. Identify and collect relevant transportation data such as individual travel behavior data and corridor-level analyses.
- b. Derive important and useful data points from transportation datasets, such as modal share, travel times, travel frequency, and traffic counts. This may require the use of quantitative statistical methodology.
- c. Summarize data, create graphic representations of data, and present findings.
- d. Formulation of options and recommendations for SBCOG staff to take up in support of findings.

2. **Transportation System Planning:**

- a. Assist with Senate Bill 743 (SB 743) implementation, including Traffic Impact Mitigation Fee.
- b. Provide technical highway planning assistance relating to matters such as VMT

reduction, traffic mitigation, and safety.

- c. Conduct feasibility studies relating to congestion pricing and express lane revenues.
- d. Perform technical analyses of specific transportation corridors.
- e. Conduct a Comprehensive Multimodal Corridor Plan.
- f. Assess county wide goods movement and assist in freight planning activities.
- g. Develop strategies to improve multimodal connectivity.
- h. Explore techniques that promote multimodal shift.
- i. Assist in complete streets planning and coordination.
- j. Identify strategies and methods that improve the safety of our transportation networks for all modalities.
- k. Develop strategies that make our transportation system more equitable.

3. Transit System Planning

- a. Assess the current state of the transit system in San Benito County and the goals of the Local Transit Authority (LTA). This may include a statistical and financial analyses of operations and the identification of performance measures for transit operations.
- b. Perform a Next Generation Transit Study and provide recommendations and options to the LTA regarding the direction of future transit operations.
- c. Conduct a Zero Emission Vehicle and Transit Operations Feasibility Study and provide recommendations and options to the LTA regarding the direction of future emission transit operations.
- d. Assess regional energy infrastructure as it relates to zero emission transit operations.
- e. Identify potential risks with zero-emission technologies.
- f. Examine the regulatory landscape as it pertains zero-emission transit operations.
- g. Develop strategies that make transit operations more financially efficient.
- h. Develop strategies that increase the viability of LTA transit services.
- i. Develop strategies that increase the equity of LTA transit services.
- j. Collect and present information on the latest trends in the transit world as it applies to San Benito County.
- k. Provide assessment on how the LTA transit system can better integrate and support local economic activity.
- l. Deliver insight on how LTA services can be more environmentally friendly.
- m. Create a visual / electronic dashboard, to be shared with the public, that represents the state of current LTA operations.

4. Community Engagement and Public Outreach

- a. Public outreach strategy development.

- b. Focus group coordination and management.
- c. Conduct community surveys.
- d. Research and integrate equitable outreach strategies.
- e. Develop tools for assessing the impact of outreach efforts.
- f. Advisory group coordination and management.
- g. Provide recommendation on how SBCOG can better utilize its website and social media accounts.

Role of SBCOG:

SBCOG will:

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

Relevant Links:

- San Benito County Local Transit Authority (LTA) <http://sanbenitocountyexpress.org/>
- Chapter 10 of Local Assistance Procedures Manual, Consultant Selection. <file:///C:/Users/sborick/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/BY303CS2/ch10.pdf>

Exhibit B

Sample SBCOG Standard Master On-Call Agreement for Professional Services

Exhibit B —STANDARD CONTRACT

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

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("SBCOG") and _____ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____ unless sooner terminated as specified herein.

2. Scope of Services and Task Orders.

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

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

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

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

3. Compensation for Services.

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

4. General Terms and Conditions.

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

5. Insurance Limits.

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

- (a) Comprehensive general liability insurance: \$2,000,000
- (b) Professional liability insurance: \$2,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. Termination.

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

7. Compliance with Laws.

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

8. Information about Contract Administrators.

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

Contract Administrator for SBCOG:

Name: Binu Abraham

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Contract Administrator for
CONTRACTOR:

Name:

Title:

Address:

SIGNATURES

APPROVED BY
CONTRACTOR:

Name:

Chair

Date:

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

Sloan Sakai Yeung & Wong LLP

By:

Osman I. Mufti, SBCOG Legal Counsel

Date:

ATTACHMENT A
Sample Task Order
Form Task Order No.

To The
Master On-Call Services Agreement
Between the Council of San Benito County Governments
and [INSERT FULL LEGAL NAME OF CONTRACTOR]

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

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

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

NOW, THEREFORE, the parties agree to the following:

1. Scope of Services

a. Task 1

[Insert detailed description of each task to be performed]

b. Task 2

[Insert detailed description of each task to be performed]

2. Fee

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

3. Schedule of Performance

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

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

4. Deliverables

[List Deliverables to be provided]

5. Assumptions and Exclusions

[List assumptions and exclusions, if any]

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

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

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

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

BINU ABRAHAM, Executive Director

[CONTRACTOR]

Name and Title

~ END ATTACHMENT A ~

ATTACHMENT B Payment Schedule

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

B-3. COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

on each milestone, on each project, as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due to SBCOG that include any equipment purchased under the provisions of Section 43 of this Agreement, must be reimbursed by CONTRACTOR prior to the expiration or termination of this Agreement. Invoices shall be mailed to SBCOG's Project Manager at the address provided in this Agreement.

- (9) The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- (10) The total amount payable by SBCOG for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by written amendment.
- (11) If the CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- (12) Task Orders may not be used to amend this Agreement and may not exceed the Scope of Work under this Agreement
- (13) All subcontracts in excess of \$25,000 shall contain provisions c(1) through c(12) above.

~ END ATTACHMENT B ~

ATTACHMENT C General Terms and Conditions

C-1. INDEMNIFICATION.

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

C-2. GENERAL INSURANCE REQUIREMENTS.

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

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

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

C-3. INSURANCE COVERAGE REQUIREMENTS.

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

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR'S operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an

insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

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

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR'S Subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any SUBCONTRACTOR, shall be made available to SBCOG or its authorized representative, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by SBCOG, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

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

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

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

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

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's

employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

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

C-22. WAIVER.

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

C-23. AUTHORITY AND CAPACITY.

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

C-24. BINDING ON SUCCESSORS.

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

C-25. CUMULATION OF REMEDIES.

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

C-26. INDEPENDENT ADVICE.

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

C-27. NO RELIANCE ON REPRESENTATIONS.

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

facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

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

C-29. COUNTERPARTS.

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

C-30. National Labor Relations Board Certification.

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

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

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

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

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

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

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

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

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

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

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

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

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

C-33. Drug-Free Certification.

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

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

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

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

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

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

C-34. Union Organizing.

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

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

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

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

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

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

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

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

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

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

C-36. Conflicts of Interest.

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

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

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

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

C-37. Covenant Against Contingent Fees.

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

C-38. Political Reform Act Compliance.

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

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

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

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

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

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

c. Contractor also agrees by signing this Agreement that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed

\$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C-41. Campaign Contribution Disclosure.

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

C-42. Costs and Attorneys' Fees.

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

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

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

C-44. Equipment Purchase.

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

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

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

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

C-45. State Prevailing Wage Rates.

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

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

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

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

C-46. Clean Air Act.

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

C-47. Disputes.

Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SBCOG's Contracts Administrator and General Counsel. This Committee may consider the written information or additional verbal information submitted

by CONTRACTOR at the request of the Committee. A determination shall be made by the Committee within 10 business days. In the event that CONTRACTOR disputes the Committee's determination, CONTRACTOR may request review by SBCOG's Executive Director of unresolved claims or disputes, other than audit, not later than 30 days after completion of all work under the Agreement. The CONTRACTOR's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse CONTRACTOR from full and timely performance in accordance with this Agreement.

C-48. Confidentiality of Data.

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

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

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

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

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

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

C-49. Evaluation of Contractor Performance.

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

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

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

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

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

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

C-51. Recovered Materials.

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

C-52. Funding Requirements.

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

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

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

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

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

Consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), CONTRACTOR must not: (a) provide “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as part of its performance under this Agreement, if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system; or

(b) use such covered telecommunication equipment or services as a substantial or essential component of any system or as critical technology as part of any system, regardless of whether that use is in connection with performance of work under this Agreement, subject only to the exception that covered telecommunications equipment or services may be provided or used if the equipment or services cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

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

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

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

C-55. Economic Sanctions.

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

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

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

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

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

Exhibit C: Levine Act Disclosure Statement

Exhibit D: Debarment Certification Form

Exhibit E: DBE Information Form

Exhibit F: Fair Employment Practices Addendum

Exhibit G Non-discrimination Assurances

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

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

Caltrans Exhibit 10-O1: Consultant Proposal DBE Commitment

Caltrans Exhibit 10-O2: Local Agency Proposer DBE Commitment

Sample Cost Proposal: For Specific Rates of Compensation

~ END ATTACHMENT C ~

~ END EXHIBIT B ~

**EXHIBIT C
LEVINE ACT DISCLOSURE STATEMENT**

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

Scott Freels
Mia Casey
Mindy Sotelo
Dolores Morales
Angela Curro

Jackie Morris-Lopez
Rick Perez
Kollin Kosmicki

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

___YES ___NO

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

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

___YES ___NO

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

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

(Signature of Authorized Official)

(Print Name and Title)

(Company Name)

California Government Code Section 84308

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

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

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

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

~ END EXHIBIT C ~

**EXHIBIT D
DEBARMENT CERTIFICATION FORM**

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

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

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

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

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

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

Dated this _____ day of _____, 20 _____

By _____ Authorized Signature for Contractor

Printed Name and Title

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

Address

City/State/Zip Code

Area Code/Telephone Number and E-Mail Address

EXHIBIT E

DISADVANTAGED BUSINESS ENTERPRISE ("DBE") INFORMATION FORM

Background

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Council of San Benito County Governments (SBCOG), the California Department of Transportation

("Caltrans"), and the U.S. Department of Transportation that DBEs have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal

transportation funds. A certified DBE may participate in the performance of SBCOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee

shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

Resources

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

DBE Participation Information

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

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

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

Name of Certified DBE

DBE Certification No.

DBE Address DBE Telephone No.

DBE E-Mail Address

Age of Firm _____

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

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

_____ \$ Amount DBE Participation vendor)

_____ Description of services or materials to be provided
by DBE

~ END EXHIBIT E ~

EXHIBIT F

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

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

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

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

5. Remedies for Willful Violation:

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

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

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

~ END EXHIBIT F ~

EXHIBIT G

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of

Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or

disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives

federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

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

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid

Program and, in adapted form, in all proposals for negotiated agreements: ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.
7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties: Appendix C;
 - (a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and Appendix D;
 - (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.
8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.
9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.
10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.
11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non

discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 es seq.)

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

APPENDIX A TO EXHIBIT G

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

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

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

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

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY

is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

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

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

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

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

APPENDIX B TO EXHIBIT G

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

(GRANTING CLAUSE)

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

(HABENDUM CLAUSE)

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

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

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

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

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

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

APPENDIX C TO EXHIBIT G

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

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

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

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

(Include in deeds)*

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

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

APPENDIX D TO EXHIBIT G

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

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

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

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

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

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

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

(Include in deeds)*

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

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

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of 21%

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

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

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

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

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

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

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

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

Consultant's Full Legal Name: _____

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

Indirect Cost Rate:

Combined Rate _____ % **OR**

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

Facilities Capital Cost of Money _____ % (if applicable)

Fiscal period * _____

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

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

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

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

Financial Management System:

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

Our financial management system has the following attributes:

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

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

Cost Reimbursements on Contracts:

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

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

All A&E Contract Information:

- Total participation amount \$ _____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is _____.
- Years of consultant's experience with 48 CFR Part 31 is _____.
- Audit history of the consultant's current and prior years (if applicable)
 - Cognizant ICR Audit Local Gov't ICR Audit Caltrans ICR Audit
 - CPA ICR Audit Federal Gov't ICR Audit

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

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

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

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

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

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

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

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

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

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

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

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts:

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

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

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
<p>17. Local Agency Contract Number: _____</p> <p>18. Federal-Aid Project Number: _____</p> <p>19. Proposed Contract Execution Date: _____</p> <p>20. Consultant's Ranking after Evaluation: _____</p> <p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> <p>_____ 21. Local Agency Representative's Signature</p> <p>_____ 22. Date</p> <p>_____ 23. Local Agency Representative's Name</p> <p>_____ 24. Phone</p> <p>_____ 25. Local Agency Representative's Title</p>			

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

CONSULTANT SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT L

Sample Cost Proposal Form

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

SAMPLE COST PROPOSAL 2

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

Note: Mark-ups are Not Allowed
 Consultant _____ Prime Consultant Subconsultant 2nd Tier Subconsultant
 Project No. _____ Contract No. _____ **Contract Amount \$** _____ **Date** _____

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

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

(Add pages as necessary)

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

SAMPLE COST PROPOSAL 2

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

Consultant _____ Prime Consultant Subconsultant

Project No. _____ Contract No. _____ Date _____

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)			
Description of Item	Quantity	Unit	Unit Cost Total
Subconsultant 1:			
Subconsultant 2:			
Subconsultant 3:			
Subconsultant 4:			
Subconsultant 5:			

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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

SAMPLE COST PROPOSAL 2

Certification of Direct Costs:

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: _____ Title*: _____

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

Email: _____ Phone Number: _____

Address: _____

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

List services the consultant is providing under the proposed contract:

Sample SBCOG Standard Master On-Call Agreement for Professional Services

Exhibit B —STANDARD CONTRACT

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

The COUNCIL OF SAN BENITO COUNTY GOVERNMENTS ("SBCOG") and _____ ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____, and end on _____ unless sooner terminated as specified herein.

2. Scope of Services and Task Orders.

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

- a. A draft Task Order will identify the following: 1) the scope of services containing a detailed description of the services to be performed; 2) the fee containing the rates of compensation, fees, expenses and a not-to-exceed amount; and 3) the schedule of performance enumerating a timeline for completion of tasks including a deadline for deliverables. The Cost Proposal will include a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, and total dollar amount. The cost proposal shall utilize the hourly rates in Exhibit 10-H – Master Agreement Fee Schedule and Cost Proposal ("Cost Proposal"). After agreement has been reached on the negotiable items and total cost, the finalized Task Order shall be signed by both SBCOG and the CONTRACTOR. The final Task Order shall state that payments under the Task Order shall not exceed the total dollar amount stated.
- b. A Task Order is of no force or effect until returned to SBCOG and signed by an authorized representative of SBCOG. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the SBCOG and approved by the SBCOG's Board, if such approval necessary.
- c. SBCOG reserves the right to review and approve all work to be performed by CONTRACTOR in relation to this Agreement. Any proposed amendment to a Task Order must be submitted by CONTRACTOR in writing for prior review and approval by SBCOG's Executive Director or their designee. Approval shall not be effective unless such approval is made by the SBCOG in writing.

3. **Compensation for Services.**

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

4. **General Terms and Conditions.**

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

5. **Insurance Limits.**

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

- (a) Comprehensive general liability insurance: \$2,000,000
- (b) Professional liability insurance: \$2,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. **Termination.**

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

7. **Compliance with Laws.**

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

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information

for the respective contract administrators for the parties.

Contract Administrator for SBCOG:

Name: Binu Abraham

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Contract Administrator for
CONTRACTOR:

Name:

Title:

Address:

SIGNATURES

APPROVED BY
CONTRACTOR:

Name:

Chair

Date:

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

Sloan Sakai Yeung & Wong LLP

By:

Osman I. Mufti, SBCOG Legal Counsel

Date:



STAFF REPORT

Action

Prepared By: Samuel Borick,
Transportation Planner

Subject: 2050 Regional Transportation Plan
Project List

Agenda Item No. 13

Approved By: Binu Abraham, Executive
Director

Meeting Date: November 21, 2024

Recommendation:

APPROVE the draft 2050 San Benito Regional Transportation Plan (2050 RTP) project list and delegate authority to the executive director to finalize the project list through further coordination with member agencies on minor technical edits and timing of the projects. Any changes made to the RTP project list will be brought back to the board of directors in December as an information item.

Summary:

The Council of San Benito County Governments (SBCOG) is seeking board approval of the project list for the 2050 SBCOG Regional Transportation Plan update. The county-level project list is a critical element of the 2050 RTP plan and will be incorporated into the three-county metropolitan transportation plan (MTP) that the Association of Monterey Bay Area Governments (AMBAG) is concurrently preparing. Regular updates to a long-range transportation plan (MTP/RTP) fulfills federal and state requirements and keeps AMBAG and SBCOG eligible for funding from these government sources.

SBCOG has developed the draft project list by collaborating with member agency staff and holding regular meetings of the SBCOG Technical Advisory Committee (TAC). The budget and timing of projects included in the 2050 RTP will be the focus for the next TAC. Staff anticipates bringing forward the draft RTP budget to the board at their December meeting.

Alternatives:

None

Financial Impact:

None

Attachments:

1. Draft 2050 San Benito RTP Project List (provided under separate cover)



PROJECT UPDATE - SAN BENITO COUNTY

PREPARED FOR THE NOVEMBER 21 COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

AGENDA ITEM: 14

CONSTRUCTION PROJECTS									
Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Contractor	Comments	
1	SR 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	Construction activities continue. The traffic switch onto the new SR 156 alignment and the closure of Mitchell Road has begun.
2	SR 25 Highway Maintenance (1P580)	From SR 198 in Monterey County to approximately 2 miles north of Coalinga Road (PM MON 0.0 / SBT 17.0)	Chip seal improvements	August 2024 – November 2024	N/A	Highway Maintenance	Mark Cresswell	N/A	Project completed.
3	US 101 Rocks Road Tree Removal (1S010)	US 101 in San Benito County near Rocks Road (PM SBT 1.2/2.1)	Remove trees	October 2024 - December 2024	\$2.6 million	SHOPP	Lisa Lowerison	Community Tree Services	Construction activities continue. This purpose of this project is to improve safety for the traveling public by eliminating the potential for trees and debris falling onto the roadway. Work activities also include environmental monitoring, site restoration, and erosion control.

Red font indicates updates from the previous month.



PROJECT UPDATE - SAN BENITO COUNTY

PREPARED FOR THE NOVEMBER 21 COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

PROJECTS IN DEVELOPMENT

Project	Location/Post Mile (PM)	Description	Construction Timeline	Construction Cost	Funding Source	Project Manager	Phase	Comments		
4	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	Summer 2025	TBD	Oversight/ Local	Terry Thompson	PS&E	Caltrans is actively collaborating with the City's design team regarding adjacent/affected property owners. The City's design team has prepared the 3rd PS&E submittal and anticipates completing the Caltrans DEER review in Early 2025	
	5	SR 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	Caltrans and SBCOG are analyzing a range of alternatives that align with SB743 VMT guidelines. There will be four meetings open to the general public.
		6	US 101/ Rocks Road Wildlife Connectivity Project (1Q260)	In San Benito County in the Aromas Hills (PM 0.0/2.8)	Construct a wildlife crossing to connect important habitat on both sides of US 101 and improve safety for drivers and wildlife	TBD	TBD	Other	Terry Thompson	PA&ED



PROJECT UPDATE - SAN BENITO COUNTY

PREPARED FOR THE NOVEMBER 21 COUNCIL OF SAN BENITO COUNTY GOVERNMENTS MEETING

ACRONYMS USED IN THIS REPORT:

ADA	Americans with Disabilities Act	SHOPP	State Highway Operation and Protection Program
CEQA	California Environmental Quality Act	SR	State Route
CMAQ	Congestion Mitigation Air Quality	STIP	State Transportation Improvement Program
CMIA	Corridor Mobility Improvement Account	TBD	To Be Determined
CTC	California Transportation Commission	TMS	Traffic Management System
DEER	Design Engineering Evaluation Report	VMT	Vehicle Miles Traveled
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		

Caltrans Project Update San Benito County



ID	Project	Description
1	SR 156 Improvement Project	Construct four-lane expressway
2	SR 25 Highway Maintenance	Chip seal improvements
3	US 101 Rocks Road Tree Removal	Remove trees
4	SR 156/Alameda EB Right Turn Channelization	Installation of eastbound right-turn channelization from SR 156 onto the Alameda
5	SR 25 Expressway Conversion - Segment 1	Conversion of 2-lane conventional highway to a 4-lane expressway
6	US 101/ Rocks Road Wildlife Connectivity Project	Identify wildlife crossing opportunities

