

**MEMORANDUM OF UNDERSTANDING BETWEEN
COUNCIL OF SAN BENITO COUNTY GOVERNMENTS, COUNTY OF SAN
BENITO, CITY OF HOLLISTER, AND CITY OF SAN JUAN BAUTISTA**

This Memorandum of Understanding by and between the Council of San Benito County Governments ("SBCOG"), the designated Regional Transportation Planning Agency for San Benito County; County of San Benito ("County"), a political subdivision of the State of California; the City of Hollister ("Hollister"), a municipal corporation; and City of San Juan Bautista ("San Juan Bautista"), a municipal corporation (SBCOG, County, Hollister, and San Juan Bautista are collectively hereinafter referred to as "the Parties" and individually as "Party") is entered into on this 21 day of August 2025 for the preparation of the San Benito County Traffic Impact Mitigation Fee (TIMF) Program ("MOU").

BACKGROUND AND PURPOSE OF MOU

- A. SBCOG represents the regional transportation interests of the San Benito County region.
- B. The selected consultant will prepare a TIMF Nexus Study Update (the "Study") that will serve as the basis for continuing to require impact fees under AB 1600 legislation, as codified by California Code Government Section 66000 et seq. The established procedures under AB 1600 require that a "reasonable relationship", or nexus, exist between the traffic infrastructure improvements required to mitigate the traffic impacts and the proposed development project. The last comprehensive TIMF Nexus Study was completed in 2016, with a minor amendment completed in 2019.
- C. SBCOG will be responsible for leading the procurement process to hire a technical consultant and managing the study update work, in cooperation with local agency staff participating in a study update working group.
- D. A working group for the study update will be established by SBCOG staff and include representatives from each participating agency. The working group will be involved in the procurement process and will provide feedback to the consultant team on all deliverables produced as part of the study update.
- E. SBCOG, the County, Hollister, and San Juan Bautista are participants in a collaborative effort to update and fund the Study. Proportional cost-sharing of the study will involve Hollister and the County each contributing 47.5% towards the cost of the consultant contract, while San Juan Bautista will contribute the 5% balance to fully fund the consultant contract.
- F. This purpose of this MOU is to define the rights and responsibilities of the Parties concerning the selection of a consultant and the Parties respective cost sharing responsibilities concerning the completion of the Study.

THEREFORE, SBCOG, the County, Hollister, and San Juan Bautista hereby agree as follows:

AGREEMENT

1. The County will contribute 47.5% of the total cost associated with the preparation of the Study. County will make payment to SBCOG no later than 30 days after a consultant for the Study has been selected and terms of the agreement have been agreed to by SBCOG and the consultant. SBCOG shall provide County with notice of the agreement and an invoice for the County's share of the total cost for the Study. The County acknowledges that SBCOG will not issue a Notice to Proceed ("NTP") to the consultant until the County's share of funds have been received by SBCOG.
2. Hollister will contribute 47.5% of the total cost associated with the preparation of the Study. Hollister will make payment to SBCOG no later than 30 days after a consultant for the Study has been selected and terms of the agreement have been agreed to by SBCOG and the consultant. SBCOG shall provide Hollister with notice of the agreement and an invoice for the Hollister's share of the total cost for the Study. Hollister acknowledges that SBCOG will not issue a NTP to the consultant until Hollister's share of funds have been received by SBCOG.
3. San Juan Bautista will contribute 5% of the total cost associated with the preparation of the Study. San Juan Bautista will make payment to SBCOG no later than 30 days after a consultant for the Study has been selected and terms of the agreement have been agreed to by SBCOG and the consultant. SBCOG shall provide San Juan Bautista with notice of the agreement and an invoice for the San Juan Bautista's share of the total cost for the Study. San Juan Bautista acknowledges that SBCOG will not issue a NTP to the consultant until San Juan Bautista's share of funds have been received by SBCOG.
4. SBCOG staff in consultation with Hollister, San Juan Bautista and County staff: (1) will review proposals from consultants who respond to the Request for Proposals; (2) will participate in the interview panel for the consultant applicants who are invited to meet with the committee; (3) will participate in rating the consultant applicants; (4) will recommend the preferred consultant for award of the contract to prepare the Study; and (5) will review and approve the consultants cost proposal and scope of work to be included in the contract between consultant and SBCOG. The Parties acknowledge that a portion of the Study will evaluate the state highway system, accordingly, the Parties may consult with Caltrans and seek input during the proposal evaluation process.

No consultant will be selected without written recommendation of the review committee which shall include representatives of Hollister, San Juan Bautista, and the County, SBCOG shall be responsible for the procurement of the consultant and managing the consultant's administration of the Study. SBCOG shall be reimbursed 5% of the total cost of the Study ("Administration Fee") by the County, Hollister, and San Juan Bautista in accordance with the cost sharing percentages established in this MOU for SBCOG staff time associated with procurement of the consultant, administering the contract with the selected

consultant, and oversight of the Study. The Administration Fee shall be included in the invoices issued in accordance with sections 1, 2 and 3 of this MOU.

5. This MOU contains the entire and complete understanding of the Parties hereto and supersedes any and all other previous agreements, oral or written.
6. Any amendments to this MOU must be in writing and signed by all Parties.
7. Each Party hereto agrees to cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time, in order to effectuate the provisions and purposes of this MOU.
8. Time is of the essence in each and all of the provisions of this MOU.
9. Any waiver by any Party hereto of a breach of any of the terms of this MOU shall not be construed as a waiver of any succeeding breach of the same or other term of this MOU.
10. This MOU shall be binding upon the successors and assigns of the Parties.
11. Each Party has had the opportunity to participate in the drafting and preparation of this MOU and represents that it has reviewed this MOU with counsel. No Party shall deny the validity of this MOU on the ground that such Party did not have the advice of counsel. The provisions and terms of this MOU shall not be construed in favor or against any Party.
12. This MOU may be executed in one or more counterparts, all of which together shall constitute one and the same agreement.
13. In the event any provision of this MOU is held by a court of competent jurisdiction or arbitration to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.
14. This MOU is to be construed under California law.
15. Each Party certifies that each individual signing below has the authority to execute this MOU on behalf of his/her respective Party.
16. This MOU shall terminate automatically upon completion of the Study and fulfillment of all obligations by the Parties under this MOU.

SIGNATURE PAGES TO FOLLOW

COUNCIL OF SAN BENITO COUNTY GOVERNMENTS

APPROVED AS TO LEGAL FORM

Sloan Sakai Yeung & Wong LLP



Ignacio Velazquez, Chair

Osman I. Mufti, SBCOG Legal Counsel

Date: _____

Date: 8/21/2025

(Signatures continue on the following page)

COUNTY OF SAN BENITO, a political subdivision of the State of California

APPROVED AS TO LEGAL FORM

San Benito County Counsel's Office

Kollin Kosmicki, Chair

Dave Prentice, County Counsel

Date: _____

Date: _____

(Signatures continue on the following page)

CITY OF HOLLISTER, a municipal corporation

APPROVED AS TO LEGAL FORM

Hollister City Attorney's Office

Roxanne Stephens, Mayor

Mary F. Lerner, Attorney at Law

Date: _____

Date: _____

(Signatures continue on the following page)

CITY OF SAN JUAN BAUTISTA, a municipal corporation

APPROVED AS TO LEGAL FORM

Kennedy, Archer, & Giffen

Leslie Q. Jordan, Mayor

Jon Giffen, San Juan Bautista Legal Counsel

Date: _____

Date: _____