

**SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION**

**REQUEST FOR PROPOSALS (RFP2215)**

**FOR**

**PROFESSIONAL ACTUARIAL SERVICES FOR  
ACTUARIAL VALUATION, ANALYSIS, COMPLIANCE ON  
OTHER POST-EMPLOYMENT BENEFITS (OPEB)**

**AND**

**GASB 68 ACTUARIAL INFORMATION FOR CALPERS  
COST-SHARING (RISK POOL) PLANS AND GASB 68 COMPLIANCE**



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**July 23, 2025**

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## **INTRODUCTION and BACKGROUND**

### **General Information**

The Santa Cruz County Regional Transportation Commission (RTC) is requesting proposals from qualified Actuaries to perform professional actuarial services of its retiree healthcare program through CalPERS and actuarial services of its pension cost-sharing plans through CalPERS. The actuary will need to prepare a bi-annual actuarial valuation for RTC's Other Post-Employment Benefits/retiree health benefits and provide the associated information required to comply with Governmental Accounting Standards Board (GASB) Statements 75. The actuary will also need to provide information for RTC's cost sharing (risk pool) pension plans required to comply with GASB Statement 68.

The GASB sets reporting standards for the preparation of financial reports for state and local governments. RTC seeks assistance in the calculation of the actuarial accrued liability of its OPEB as defined and adopted within Statement 75. The actuary will also provide RTC an actuary valuation and the information needed to present the appropriate assumptions and schedules in its financial statements as required by GASB 75. The valuation will be performed bi-annual but the supplemental information to comply with GASB 75 will be performed annually. Furthermore, the actuary will provide annually, the information needed to present the appropriate assumptions and schedules in its financial statements as required by GASB 68 based on the CalPERS actuarial valuation for RTC's Classic miscellaneous and PEPRAs miscellaneous plans Cost-Sharing (risk pools).

RTC is contemplating a multi-year (four years) contract with a renewal option for an additional 1 (one)-two-year term to perform actuarial services as specified below.

To be considered, proposal and bids must be electronically submitted by 3:00 PM on Monday, August 11, 2025 to [boupaha@sccrtc.org](mailto:boupaha@sccrtc.org) and [info@sccrtc.org](mailto:info@sccrtc.org).

There is no expressed or implied obligation for RTC to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Proposals submitted are subject to public inspection and will be evaluated by a review committee.

During the evaluation process, RTC reserves the right, where it may serve the agency's best interest, to request additional information or clarification from proposers, or to allow corrections of errors and/or omissions.



RTC reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the RTC and the firm selected.

It is anticipated that the selection of a firm will be completed by September 2025. Following the notification of the selected firm, it is anticipated that a recommendation and proposed contract will be prepared for review and approval by the Commission at its September 4, 2025, meeting. RTC reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

### **Description of Government**

The Santa Cruz County Regional Transportation Commission (RTC) is an autonomous regional transportation planning agency headquartered in downtown Santa Cruz. Created by the State of California in 1972 to carry out transportation responsibilities that cross city-county boundaries in Santa Cruz County.

The RTC is responsible for setting priorities for major improvements to the transportation infrastructure and network of services, including highways, major roads, bus transit, paratransit, rail and alternative transportation facilities in Santa Cruz County.

The RTC is currently governed by a twelve-member Commission composed of all five members of the Santa Cruz County Board of Supervisors, one member of the Watsonville, Santa Cruz, Scotts Valley and Capitola City Councils and three members appointed by the Santa Cruz Metropolitan Transit District. The Caltrans District 5 Director serves as an ex-officio member of the Commission. The Commission is not included in the OPEB and pension liabilities.

The Commission will provide monthly contributions for employees who retire from the RTC through the California Public Employee's Retirement System (CalPERS) and enroll in a PERS medical plan or any RTC offered alternate medical plan, as provided under the Public Employees' Medical & Hospital Care Program and PERS regulations. Currently, there are thirteen eligible retirees.

The RTC established two section 115 trusts to pre-fund the Other Post Employment Benefit (OPEB) liability with the California Employers' Retiree



Benefit Trust (CERBT) Fund and the pension liability with the California Employers' Pension Prefunding Trust Fund (CEPPT).

RTC belongs to the California Public Employee's Retirement System (CalPERS) and has two pension tiers. The first tier includes "CalPERS Classic" Miscellaneous employees receiving the 2% at 55 retirement formula. Currently there are five employees in this tier. The second tier includes the "CalPERS PEPR" Miscellaneous employees receiving the 2% at 62 retirement formula. Currently there are seventeen employees within this tier. As turnover occurs and vacant positions are filled, the new employees will fall into either tier depending on their CalPERS status.

For more information about RTC, please visit our website at [www.sccrtc.org](http://www.sccrtc.org)

## **Scope of Work**

RTC is seeking proposals from qualified actuaries to provide actuarial services for the agency's Other Post-Employment Benefits (OPEB) as required by GASB 75 and a report for information required by GASB 68.

GASB 75 establishes standards for recognizing and measuring net OPEB liabilities, related deferred outflows of resources and deferred inflows of resources, and OPEB expenses in the financial reports of the Commission. All requirements of GASB 75 including note disclosure and required supplementary information about the defined benefit OPEB plan must be included in the actuary reports.

The actuary must (at a minimum):

- Ensure compliance with GASB 75.
- Prepare the next two valuations for
  - July 1, 2025, that will provide recommended contributions/plan funding for Fiscal Years 2025/2026 and 2026/2027 and GASB 75 roll forward accounting information for the Commission's audited Financial Statements for Fiscal Years 2025/2026 and 2026/2027.
  - July 1, 2027, that will provide recommended contributions/plan funding for Fiscal Years 2027/2028 and 2028/2029 and GASB 75 roll forward accounting information for the Commission's audited Financial Statements for Fiscal Years 2027/2028 and 2028/2029.
- Information shall include but not be limited to:
  - Actuarial present value of total value of total projected benefits

- Actuarial accrued liability
- Unfunded actuarial accrued liability
- Actuarial value of assets
- Normal cost
- Actuarially Determined Employer Contribution
- Annual OPEB costs
- Net OPEB obligation
- Implicit rate subsidy and its impact on the OPEB liability
- Deferred Outflows: losses in the total OPEB liability
- Deferred Inflows: gains in the total OPEB liability
- Summary of data used for the valuation
- Summary of actuarial methods and assumptions
- Summary of upcoming OPEB and CalPERS issues.
- Detailed participant statistics
- Historical valuation results and demographic information
- Gain and loss analysis with changes in Actuarial Accrued Liability since the prior valuations
- Projection of contributions and benefit payments (ten years)
- Additional information needed for RTC to prepare the financial notes to be included in the Commission's audited financial statements including but not limited to notes, required supplementary information
- Explain results of the roll-forward valuation (if needed)
- Assist external auditors as necessary
- Assist in implementing any new GASB statement and other financial pronouncements related to OPEB and providing ongoing professional consultation.
- The July 1, 2025, actuarial valuation shall be provided by November 30, 2025.
- The annual reports for information necessary to prepare the Commission's audited CAFR shall be provided by August 31<sup>st</sup> each year.

GASB 68 establishes standards for recognizing and measuring pension liabilities, related deferred outflows of resources and deferred inflows of resources, and pension expenses in the financial reports of the Commission. Although RTC relies on the actuary valuation prepared by CalPERS for its Classic and PEPRAs miscellaneous cost-shared plans, additional information is required for note disclosure and required supplementary information about pension benefits.

The actuary must (at a minimum):

- Ensure compliance with GASB 68.
- Prepare a report (annually) that provides the associated GASB 68 information necessary based on the CalPERS GASB 68 valuations miscellaneous cost-share risk pools for Classic and PEPRAs.
- Information shall include but not be limited to:
  - RTC's proportionate share of net pension liability, NPL sensitivity and deferral amounts.
  - All employer-specific deferrals and associated amortization schedules.
  - Net pension expense.
  - All actuarial amounts required for the note disclosures and required supplementary information.
  - Supporting calculations.
  - Reconciliation of deferred outflows and inflows.
  - Meet with RTC (and its external auditors as necessary) to discuss and review the report
- Assist in implementing any new GASB statement and other financial pronouncements related to pensions and providing ongoing professional consultation.
- The annual report for information necessary to prepare the Commission's audited Financial Statements shall be provided by August 31<sup>st</sup> of each year.

## **Working Paper Retention**

All working papers and reports must be retained, at the actuary's expense, for a minimum of seven years after the last year of the contract, unless the actuary is notified in writing by the RTC of the need to extend the retention

period. The actuary will be required to make working papers available, upon request, including, but not limited to the Santa Cruz County Transportation Commission or its designees. The actuary shall work with RTC's staff and financial auditors as needed to comply with GASB 68 and 75 requirements and Financial Statement preparation and audits.

In addition, the actuary shall respond to the reasonable inquiries of successor actuaries and allow successor actuaries to review working papers relating to matters of continuing GASB and accounting significance, if needed.

### **Irregularities and Illegal Acts**

Actuaries shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware of to the following parties: Executive Director; Agency Attorney and the Director of Finance and Budget.

### **Use of Valuations and Reports**

RTC shall be free to publish the valuations and reports as they see fit without obtaining prior permission from the actuary as long as they are not used in a potentially misleading manner and no material subsequent event has occurred that might render the valuation and reports potentially misleading.

### **Term of Engagement**

It is the intent of RTC to contract for the services presented herein for a term of four (4) years. RTC reserves the right to extend the term of this contract for one (1) additional two-year term subject to the satisfactory negotiation of terms, including a price acceptable to both the agency and the selected firm.

The proposal package shall present all-inclusive actuarial fees for each year of the contract term and optional extensions. RTC requires the total costs be stated as a "not to exceed" basis and provide total estimated staff hours. The "not to exceed" fee shall be inclusive of labor, overhead, travel, report preparation, printing, and all other expenses incurred by the actuary.

Fees shall be billed monthly based on work completed. Payments will be made in arrears. RTC shall reimburse the actuary within 30 days of approval as practical after receipt and acceptance of invoices that detail the expenses and the period for which payment is requested.



## **PROPOSAL REQUIREMENTS**

### **Proposer Representation**

By submitting a proposal, each proposer represents that it:

- Has thoroughly examined and become familiar with the work described in the Scope of Work
- Understands the requirements, nature of work and matters that could affect the work as indicated in the proposal
- Has reviewed the sample contract
- Agrees to comply with all requirements set forth in this RFP and in the ensuing contract (Attachment C. Sample Contract), if awarded.

### **Addenda**

RTC reserves the right to revise or amend the RFP documents prior to the stated proposal submitted deadline. Any such revisions will be made by written addenda to this RFP and posted on the Commission's website. Since such postings of addenda on the Commission's website is considered constructive notice of the document change, potential proposers are encouraged to check the Commission's website routinely for relevant postings.

### **Questions**

All requests for clarification and/or additional information shall be made by proposer in writing by emailing Bouapha Toommaly at [bouaha@sccrtc.org](mailto:bouaha@sccrtc.org), all requests must be submitted before the stated deadline. The Commission will respond to all written questions within a reasonable time. If changes to the RFP document are required, a written addendum will be issued. Questions and responses will be posted on the Commission's website and are considered constructive notice. Potential proposers are encouraged to check the Commission's website routinely for relevant postings.

### **Proposal Dates**

The following is a list of key dates. RTC reserves the right to modify this schedule if it is in their best interest to do so. If RTC does modify the schedule, it shall provide written notice of such to all parties known to have received copies of this RFP.

## **Tentative Schedule**

Proposal Release	July 23 2025
Question deadline/cut-off	July 29, 2025 at 3:00 p.m.
Response to questions posted	August 1, 2025
Proposal due date	August 11, 2025, at 3:00 p.m.
Commission Approval	September 4, 2025

## **General Proposal Requirements**

Any inquiries concerning the request for proposals should be directed to Bouapha Toommaly via email at [bouapha@sccrtc.org](mailto:bouapha@sccrtc.org) and [info@sccrtc.org](mailto:info@sccrtc.org). Questions and answers will be posted on the RTC website at [www.sccrtc.org](http://www.sccrtc.org) on the [About the RTC - Opportunities](#) page. Contact with personnel of the agency other than the above regarding this request for proposals may be grounds for elimination from the selection process.

In response to the RFP, each proposer shall submit the proposal and bids electronically to [bouapha@sccrtc.org](mailto:bouapha@sccrtc.org) and [info@sccrtc.org](mailto:info@sccrtc.org) no later than 3:00 p.m. on Monday, August 11, 2025, for a proposing actuary to be considered. The proposal shall include:

1. Introduction/Background – Briefly introduce your firm and provide:
  - a. The RFP you are responding to
  - b. The person(s) authorized to make representations for and to bind the firm including their titles, mailing addresses, e-mail addresses and telephone numbers
  - c. The size of the firm, the size of the actuary staff, and the principal supervisory and management staff you are anticipating assigning
  - d. An affirmation that the proposer and all assigned key professional staff are properly licensed for actuarial services in the State of California
  - e. A statement committing to perform the work within the time period specified in the RFP
  - f. A signed statement that the proposal is a firm and irrevocable offer for 90 days
2. Qualifications/Credentials – Briefly explain:
  - a. Your understanding of the work to be performed and why the firm believes it to be best qualified to perform the engagement

- b. Brief biographies of key staff and relevant credentials held
  - c. Experience with California government agencies, GASB 68 and 75, and similar experience performing work as described in this RFP
  - d. Your on-going efforts to keep your staff current and knowledgeable in Actuarial and GASB 68 and 75 requirements
  - e. The name, qualifications and credentials of the actuary signing the valuations and reports submitted to RTC
- 3. Client Assistance – Explain how you assist your clients with GASB 68 and 75 requirements and how you will offer this service to RTC throughout the term of the agreement.
- 4. References – The actuary’s general experience and reputation with the municipal government field are an important part of the firm’s qualifications. Please include a minimum of three municipal government agency references with at least one or more references that contributes to a CERBT trust and one governmental auditor reference with contact information, scope of work and dates of service that the firm performed similar services for within the last thirty-six (36) months. Also, include a list of all current municipal and special district clients. RTC reserves the right to contact any or all of the listed references/clients regarding the audit services performed by the proposer.
- 5. Litigation and Contract History – The firm shall state whether it has been the subject of any disciplinary action within the last five years, or if any such action is pending by state regulatory bodies, professional organizations or current/prior clients. If such conditions exist, information is to be provided as to the circumstances and status of the disciplinary action.
- 6. Plan Approach – The proposal should set forth a work plan and timeline for the requested services of this RFP. The plan at a minimum should include:
  - a. Approach and methodology for the valuation and reports
  - b. Approach and methodology to include compliance with GASB standards
  - c. Data and information required from the Commission for each service

- d. Project schedule including deadlines for staff, project completion and report issuance
  - e. Sample reports for each deliverable
  - f. Identify any special issues or problems that might be encountered with the requested services identified herein and how you would propose to address or not address them
  - g. Identify any potential hurdles to the delivery of the project
7. Price Proposal – The cost of each year’s engagement should be listed separately as a “not to exceed” basis. All expense reimbursements will be charged against the total all-inclusive maximum price submitted in this proposal. Costs for the valuation and reports should be detailed separately. Estimate hours for should be included by year as well. Price should include the hourly cost of additional services by staff position. See Attachment C – Sample Actuary Cost Proposal and Estimated Hours.
8. A completed and signed [California Levine Act Statement](#) for each firm.

## **Proposal Evaluation**

RTC staff shall examine and evaluate all proposals to ascertain their completeness and responsiveness to the provisions of this RFP. The Commission may at its discretion schedule interviews as part of the evaluation process.

The RTC reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. RTC also reserves the right, without prejudice, to reject any or all proposals submitted. Award of the contract will be made to the actuary firm, who, based on evaluation of all responses and criteria, is determined to be the best qualified to perform the audits and meet the Commission needs.

Proposals will be evaluated based on the following criteria (See Attachment B - Professional Actuary Services RFP Evaluation Form):

- a) Understanding and approach of the engagement
- b) Completeness and comprehensiveness of the proposal
- c) Background, Experience of staffing and References
- d) Responsiveness to the Commission’s issues and ability to meet its needs

e) Cost Effectiveness

**Contract**

A sample contract is provided in Attachment C- Sample Contract that is separate from this document. By submitting a proposal, the proposer represents that it has reviewed the attached Sample Contract and, other than through the question and answer process, will not seek to alter or revise its terms and conditions and will comply with all requirements of the contract. Should the proposer have concerns, questions or recommended changes to the Sample Contract requirements, those concerns and requested changes must be specified in detail and submitted in writing to the Commission as set forth in the Questions section.

**Insurance**

All proposers doing business with the Commission are required to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the Attachment C - Sample Contract. The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided upon executed contract and prior to commencement of work.

**Request for Proposal Attachments:**

Attachment A: Sample Actuary Cost Proposal and Estimated Hours

Attachment B: RFP Evaluation Form

Attachment C: Sample Standard Contract

## Attachment A – Sample Actuary Cost Proposal and Estimated Hours

The cost proposal should be all-inclusive maximum fees for actuary services by fiscal years ending June 30 and by product. Should the Commission require additional audits be required during the audit period, please specify the cost per hour fee by labor category and any proposed subconsultants.

Cost Proposal by Fiscal Year																
	Initial Contract								Optional Contract Extension 1							
Service	2025/2026		2026/2027		2027/2028		2028/2029		2029/2030		2030/2031					
	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours
GASB 75 OPEB valuation	\$	#			\$	#			\$	#			\$	#		
GASB 75 roll forward report to prepare the audited Financial Statements	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#
GASB 68 report to prepare the audited Financial Statements	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#	\$	#
Additional Services by labor category (per hour):																
	\$		\$		\$		\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$		\$		\$		\$	
	\$		\$		\$		\$		\$		\$		\$		\$	



**Attachment B - Professional Actuary Services  
RFP Evaluation Form**

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

RTC staff shall examine and evaluate all proposals for ascertaining their completeness and responsiveness to the provisions of this RFP.

1. Technical Qualifications – Points for technical qualifications will be awarded as follows:

a.	<b>Understanding and approach of the engagement</b> - The proposer demonstrates a clear understanding of the services needed and elements required including an understanding of project issues and potential conflicts; and ability to meet deadlines.	(0-20 points)	
b.	<b>Completeness and Comprehensiveness of the proposal</b> - The proposal addresses the needs and issues in RFP. The information is clearly presented with adequate detail.	(0-20 points)	
c.	<b>Background, Experience of staffing and References</b> - What are the staffing levels and depth, credentials, years of experience with requested work, and involvement with municipal agencies, GASB, and associated stakeholders as well as references.	(0-20 points)	
d.	<b>Responsiveness to the Commission's issues and ability to meet its needs</b> - The proposer understands the nature of RTC and its pension and OPEB plans and the associated needs. The information and reports are detailed, clear, and user-friendly.	(0-30 points)	
e.	<b>Cost Effectiveness</b> - The cost proposal is appropriate and reasonable for the time needed/involved, services provided and level of experience and knowledge provided.	(0-10 points)	
	<b>Total</b>	<b>Maximum 100</b>	

Prepared by \_\_\_\_\_



## **Attachment C. Sample Contract**

### **Agreement No. TPXXXX**

#### **PROFESSIONAL SERVICES** **INDEPENDENT CONSULTANT AGREEMENT**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and <<consultant name>>, hereinafter called CONSULTANT. The parties agree as follows:

#### **1. DUTIES.**

- A. CONSULTANT agrees to exercise all reasonable care, skill and diligence in performing the same or similar services used by members of the same profession at the same time and locality under the same or similar conditions to accomplish the following results: << services description>> as specified in Exhibit X Scope of Services, which by this reference is incorporated herein.
- B. CONSULTANT shall provide the personnel listed below to perform the above-specified services, which persons are hereby designated as key personnel under this AGREEMENT.

<b>Name</b>	<b>Firm</b>	<b>Function</b>

- C. No person named in paragraph B of this Article or in Scope of Services (Exhibit X), or his or her successor, shall be removed or replaced by CONSULTANT, nor shall his or her agreed-upon function hereunder be changed, without the prior written consent of the COMMISSION Contract Manager. Such consent shall not be unreasonably withheld.
- D. This AGREEMENT includes the subconsultants listed in Fee Schedule (Exhibit X).
- E. The CONSULTANT's Project Manager shall meet with the COMMISSION's Contract Manager, as needed, to discuss progress on the contract.

#### **2. COMPENSATION.**

**NOTE: This is a sample agreement and method of payment and terms will be finalized during contract negotiations.**

In consideration for CONSULTANT accomplishing work to be performed under this AGREEMENT (as described in Exhibit X Scope of Services), COMMISSION





shall compensate CONSULTANT in accordance with the approved Fee Schedule, dated <<Date>>, attached hereto (Exhibit X) and incorporated by reference. Total payment shall not exceed <<\$XXXX>>, at the rates and conditions stipulated in Exhibit X. If there is any conflict between the approved Fee Schedule (Exhibit X) and this contract, this AGREEMENT shall take precedence. COMMISSION agrees to pay CONSULTANT as follows:

- A. Transportation and subsistence expenses claimed for reimbursement shall not exceed the rates authorized to be paid rank and file State employees under State Department of Personnel Administration (Cal HR: <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>).
- B. Progress payments may be made no more than monthly in arrears based on satisfactory services provided and actual allowable incurred costs. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Services (Exhibit X), the COMMISSION may delay payment and/or terminate this AGREEMENT in accordance with the provisions of Section 4 of this AGREEMENT.
- C. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- D. This AGREEMENT is valid and enforceable only, if sufficient funds are made available to COMMISSION for the purpose of this AGREEMENT. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- E. The CONSULTANT will be reimbursed after receipt by the COMMISSION's Contract Manager of itemized invoices. Invoices shall be sent electronically to the COMMISSION's Contract Manager:

Contract Manager, Finance and Budget Officer  
[@sccrtc.org](mailto:@sccrtc.org) and [accountspayable@sccrtc.org](mailto:accountspayable@sccrtc.org)

The invoices must include the following information:

1. This agreement number and project name;
2. Services provided by category with dates, and percentage of completion;
3. Additional services, labor hours and billing rate by task;
4. Total invoice/payment requested;
5. Total amount previously paid under this AGREEMENT; and
6. CONSULTANT'S final invoice must be submitted within 60- calendar days after acceptance of the CONSULTANT's work by the Contract Manager.



**3. TERM.**

- A. The AGREEMENT shall end on <<Date>>, unless earlier terminated or extended by contract amendment.
- B. The CONSULTANT is advised that this AGREEMENT is not binding and enforceable until it is approved by the COMMISSION and fully executed by all parties.

**4. TERMINATION.**

- A. COMMISSION reserves the right to terminate this AGREEMENT upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. COMMISSION may terminate this AGREEMENT with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COMMISSION may proceed with the work in any manner deemed proper by COMMISSION. If COMMISSION terminates this AGREEMENT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this AGREEMENT prior to termination, unless the cost of completion to COMMISSION exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

**5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** To the fullest extent permitted by law, CONSULTANT shall exonerate, indemnify, defend, protect, and hold harmless the COMMISSION, its governing body, officers, officials, agents, employees and volunteers from and against:

- A. Any and all claims, demands, costs, damages, losses, expenses, or liability arising from or connected with the services provided under this AGREEMENT due to the recklessness, willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents. The CONSULTANT will reimburse COMMISSION for any expenditure, including reasonable attorney's fees, incurred by COMMISSION in defending against claims ultimately determined to be due to recklessness, willful misconduct or to negligent acts, errors, or omissions of the CONSULTANT, its officers, subconsultants, employees, volunteers, or agents.
- B. Any and all federal, State and local taxes, charges, fees, penalties, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, subconsultants employees, volunteers, and agents engaged in the performance of this AGREEMENT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).
- C. In the event that CONSULTANT or any employee, agent, or subcontractor of CONSULTANT providing services under this AGREEMENT is determined by a court of competent jurisdiction or the California Public Employees Retirement



System (PERS) to be eligible for enrollment in PERS as an employee of COMMISSION, CONSULTANT shall indemnify, defend, and hold harmless COMMISSION for the payment of any employee and/or employer contributions for PERS benefits on behalf of CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of COMMISSION.

D. The provisions of this section shall survive expiration, termination, or suspension of this AGREEMENT.

- 1. INSURANCE.** CONSULTANT, at its sole cost and expense, for the full term of this AGREEMENT, and any extensions thereof, shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it. Insurance is to be placed with insurers reasonably acceptable to COMMISSION.

**A. Types of Insurance and Minimum Limits**

1. Workers' Compensation in the minimum statutorily required coverage amounts.
2. Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this AGREEMENT, including owned, non-owned (e.g., owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Comprehensive or Commercial General Liability Insurance coverage at least as broad as ISO form CG 00 01, with a minimum limit of \$2,000,000 per occurrence, and \$4,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
4. Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COMMISSION here: \_\_\_\_/\_\_\_\_.
5. If CONSULTANT normally carries insurance in an amount greater than the minimum amount required by the COMMISSION for this AGREEMENT, that greater amount shall become the minimum required amount of insurance for purposes of this AGREEMENT. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this AGREEMENT.



## B. Other Insurance Provisions

1. If any insurance coverage required in this AGREEMENT is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT agrees that the retroactive date thereof shall be no later than the effective date of this AGREEMENT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this AGREEMENT (hereinafter "POST AGREEMENT COVERAGE") and any extensions thereof. CONSULTANT may maintain the required POST AGREEMENT COVERAGE by renewal or purchase of prior acts or tail coverage. The COMMISSION will not be responsible for any premiums or assessments on the policy.
2. All policies of Commercial General Liability Insurance shall be endorsed to cover the Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers, as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of, the CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01, covering ongoing operations and products and completed operations.
3. CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this AGREEMENT with Certificates of Insurance and endorsements for all required coverages. The Certificates of Insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall require the carrier to notify COMMISSION in writing of any material change, cancellation, termination or non-renewal of the coverage at least thirty days (30) days in advance of the effective date of such cancellation, or material change, or non-renewal. Insurance shall not be canceled until after ten (10) days prior written notice in the event of nonpayment of premium. Failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent via email to:

[contracts@sccrtc.org](mailto:contracts@sccrtc.org)

4. If any insurance policy of CONSULTANT required by this AGREEMENT includes language conditioning the insurer's legal obligation to defend or indemnify COMMISSION on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the COMMISSION as a named insured. Notwithstanding the foregoing, both the CONSULTANT and its insurers agree that by naming the COMMISSION as a named insured, the COMMISSION may at its sole direction, but is not obligated to, perform any act required by the named insured under said insurance policies.



5. CONSULTANT shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) workdays, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to COMMISSION or any additional insured. If CONSULTANT'S insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this AGREEMENT so as to not prevent any of the parties to this AGREEMENT from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.
6. CONSULTANT hereby grants to COMMISSION a waiver of any right of subrogation which any insurer of said CONSULTANT may acquire against the COMMISSION by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COMMISSION has received a waiver of subrogation endorsement from the insurer.
7. CONSULTANT shall cause the foregoing provisions to be inserted in all subcontracts for any work covered under this AGREEMENT, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**6. FEDERAL, STATE AND LOCAL LAWS.**

- A. CONSULTANT warrants that in the performance of this AGREEMENT, it shall exercise usual and customary professional care in its efforts to comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. In the event of a conflict between the laws and lawful regulations of any government entities having jurisdiction over the project, the CONSULTANT shall notify COMMISSION of the nature and impact of such conflict. The COMMISSION agrees to cooperate and work with the CONSULTANT in an effort to resolve any conflict.
- B. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on COMMISSION as a recipient of federal or state funds are imposed on CONSULTANT.

**7. NON-DISCRIMINATION AND COMPLIANCE PROVISIONS.** During and in relation to the performance of this AGREEMENT, CONSULTANT agrees to the following:

- A. The CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow discrimination or harassment against any employee, applicant for employment, or subconsultant in any manner prohibited by





Federal, State and local laws, including but not limited to race, color, sex, gender, religious creed, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), marital status, sexual orientation, age (over 40), veteran status, denial of family and medical care leave and denial of pregnancy disability leave, or any other non-merit factor unrelated to job duties.

- B. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 8113 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 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. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other AGREEMENT.
- C. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- D. CONSULTANT shall comply fully with all federal, State, and local laws and regulations which prohibit discrimination. The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- E. Consultant and its subconsultants shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with this Article.
- F. In the event of CONSULTANT'S non-compliance with the non- discrimination clauses of this AGREEMENT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the Agreement in whole or in part. CONSULTANT may also be declared ineligible for further agreements with the COMMISSION.



**8. CONFLICT OF INTEREST.**

- A. CONSULTANT certifies that it has disclosed to COMMISSION any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COMMISSION of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COMMISSION ordinance or State law.
- B. CONSULTANT 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. Any subcontract in excess of \$25,000 entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.

**9. LICENSES.** If a license of any kind is required of CONSULTANT, its employees, agents, or subcontractors by Federal or State law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, that CONSULTANT shall keep it in effect at all times during the terms of this AGREEMENT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

**10. INDEPENDENT CONSULTANT STATUS.**

- A. CONSULTANT and COMMISSION have reviewed and considered the principal test and secondary factors herein and agree that CONSULTANT is an independent CONSULTANT and not an employee of COMMISSION. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits. COMMISSION agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.
  - 1. PRINCIPAL TEST: The CONSULTANT rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.
- B. SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONSULTANT rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of



CONSULTANT is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONSULTANT and COMMISSION believe they are creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

- C. It is recognized that it is not necessary that all secondary factors support creation of an independent CONSULTANT relationship, but rather that overall there are significant secondary factors which indicate that CONSULTANT is an independent CONSULTANT.
- D. By their signatures to this AGREEMENT, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this AGREEMENT is in fact an independent CONSULTANT.

#### **11. RETENTION OF RECORDS/AUDIT.**

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COMMISSION shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four years from the date of final payment under the contract. The COMMISSION, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. If any action has occurred relative to the records, the records must be retained until completion of the action and resolution of all issues that arise from it.
- B. Subcontracts in excess of \$25,000 shall contain this provision.
- C. CONSULTANT and subcontractors shall establish and maintain, an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e. direct labor, other direct costs, subrecipients/subcontractor, etc.) and enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

#### **12. INSPECTION OF WORK.** The CONSULTANT and any subconsultant shall permit the COMMISSION, to review and inspect the project activities and files at all





reasonable times during the term of this AGREEMENT including review and inspection on a daily basis.

**13. ACKNOWLEDGMENT.** CONSULTANT shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

**14. WORK PRODUCTS/OWNERSHIP OF DATA.** All material, data, information, and written, graphic or other work produced under this AGREEMENT is subject to the unqualified and unconditional right of the COMMISSION to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so.

- A. Upon completion of all work under this AGREEMENT, ownership and title to all custom letters, reports, documents, plans, specifications, and estimates and other products produced as part of this AGREEMENT (herein "deliverables") will automatically be vested in the COMMISSION; and no further agreement will be necessary to transfer ownership to the COMMISSION. The CONSULTANT shall furnish the COMMISSION all necessary copies of data needed to complete the review and approval process.
- B. The COMMISSION may permit copyrighting reports or other contract products, subject to its rights in Section C below.
- C. If any of the work is subject to copyright, trademark, service mark, or patent, CONSULTANT now grants to the COMMISSION a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**15. CONFIDENTIALITY OF DATA.**

- A. All financial, statistical, personal, technical, or other data and information relative to COMMISSION's operations, which are designated confidential by COMMISSION and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by COMMISSION relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COMMISSION's actions on the same, except to



COMMISSION's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

- D. CONSULTANT 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 COMMISSION, and receipt of COMMISSION'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

#### **16. AUDIT REVIEW PROCEDURES.**

- A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this AGREEMENT that is not disposed of by agreement, shall be reviewed by the COMMISSION'S Contract Manager.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COMMISSION'S Executive Director of unresolved audit issues. The request for review will be submitted in writing. The Executive Director's determination regarding such dispute shall be final unless the Executive Director determines, in its sole discretion, that the dispute shall be determined by the COMMISSION.
- C. Neither the pendency of a dispute nor its consideration by the COMMISSION will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

#### **17. SUBCONTRACTING.**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between COMMISSION and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COMMISSION for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COMMISSION'S obligation to make payments to the CONSULTANT.
- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this AGREEMENT shall be subcontracted without prior written authorization by the COMMISSION'S Contract Manager, except that, which is expressly identified in the approved Fee Schedule (Exhibit X).
- C. CONSULTANT shall pay its subconsultants within seven (7) calendar days from receipt of each payment made to CONSULTANT by COMMISSION.
- D. All subcontracts entered into as a result of this AGREEMENT shall contain all



the provisions stipulated in this AGREEMENT to be applicable to subconsultants.

- E. Any substitution of subconsultants must be approved in writing by the COMMISSION's Contract Manager prior to the start of work by the subconsultant.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions required by this AGREEMENT to be applicable to those subconsultants.

**18. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.**

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

- 19. BROKERAGE OR OTHER FEES.** CONSULTANT warrants that s/he has not employed or retained any company or person, other than a bona fide employee working for the consultant, to solicit or secure this AGREEMENT, and that s/he 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, the COMMISSION 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."

**20. FORCE MAJEURE**

CONSULTANT shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, any action or inaction of the COMMISSION or a third-party engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of CONSULTANT.

**21. COMPLETE AGREEMENT.**

- A. AGREEMENT: The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance



with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

- B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or his or her designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this AGREEMENT subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. COMPLETE AGREEMENT, INCLUDING ATTACHMENTS: This AGREEMENT includes all exhibits, attachments, and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the AGREEMENT between COMMISSION and CONSULTANT, and supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or conditions. The COMMISSION's waiver of CONSULTANT's performance of any term(s) or condition(s) of this AGREEMENT shall not be construed as a waiver for any future performance of such term(s) or conditions.

Attachments are:

- Exhibit X: Scope of Services
- Exhibit X: Fee Schedule
- Exhibit X: Levine Act Statement



Each of the undersigned represents and warrants that they are duly authorized to execute and deliver this AGREEMENT and that such execution is binding upon the entity for which they are executing this document.

**SIGNATURE PAGE**

**Agreement No. TPXXXX**

**1. CONSULTANT:**

By \_\_\_\_\_  
Name  
Title

Date\_\_\_\_\_

Firm  
Address 1  
Address 2  
Telephone  
Email

**2. SANTA CRUZ COUNTY REGIONAL  
TRANSPORTATION COMMISSION:**

By \_\_\_\_\_  
Sarah Christensen  
Executive Director

Date\_\_\_\_\_

1101 Pacific Avenue, Suite 250  
Santa Cruz, CA 95060  
(831) 460-3200  
[info@sccrtc.org](mailto:info@sccrtc.org)

**3. APPROVED AS TO FORM:**

By \_\_\_\_\_  
Steve Mattas  
RTC Counsel

Date\_\_\_\_\_

**4. APPROVED AS TO INSURANCE:**

By \_\_\_\_\_  
Yesenia Parra  
RTC Administrative Services Officer

Date\_\_\_\_\_

Distribution: RTC Contract Manager, RTC Contracts, CONSULTANT

