

TO: Regional Transportation Commission (RTC)
FROM: Bouapha Toommaly, Budget and Finance Special Advisor
RE: Status reports on FY 2024-25 Transportation Development Act Revenues Through June 2025

SUMMARY

Transportation Development Act revenues are received monthly from the State of California Tax and Fee Administration. Attachment 1 provides the Commission with the status of cumulative revenue receipts for July 2024 through June 2025 and compares the total to the same period in fiscal year (FY) 2023-24 in dollars and as a percentage.

Included in the attachment are the FY 2023-24 Transportation Development Act revenues. Revenues for FY 2024-25 are 1.19% higher than FY 2023-24 and 1% higher than the estimate for the same period (July 2024 through June 2025).

Staff will continue to monitor revenues and provide recommendations at a future Santa Cruz County Regional Transportation Commission (RTC) meeting, if action is needed.

BACKGROUND

As the Regional Transportation Planning Agency for Santa Cruz County, the RTC is responsible for receiving and managing funds, and processing Transportation Development Act apportionments. These revenues are generated at the “point of sale” for purchases made within the County of Santa Cruz. Revenues are collected by the California Department of Tax and Fee Administration and distributed each month to the TDA trust fund held at the Santa Cruz County treasury for the RTC as administrator.

FY 2024-25 Cash Receipts

Transportation Development Act FY 2024-25 budgeted revenues are projected to increase \$69,689 (+0.57%) from \$12,252,659 in the FY 2023-24 estimate to \$12,322,348 estimated for FY 2024-25. FY 2023-24 revenues came in higher than estimated at \$12,303,725 lowering the estimated increase for FY 2024-25 to \$18,623 (+0.15%). FY 2024-25 Transportation Development Act cash receipts for July 2024 through June 2025 are \$145,958 (1.19%) higher at

\$12,449,684 compared to \$12,303,725 in July 2023 through June 2024. July 2024 through June 2025 cash receipts represent May 2024 through April 2025 sales tax revenues as shown in Attachment 1.

FY 2024-25 Year Transportation Development Act Revenues

Actual Cash Receipts July - June			
FY 2023-24	FY 2024-25	Increase / (-) Decrease	
12,303,725	12,449,684	1.19%	145,959

Budgeted to Actuals July 2024 - June 2025			
Budgeted	Actual	Increase / (-) Decrease	
12,322,384	12,449,694	1.03%	127,310

For seasonal comparison, we compare the current and prior fiscal years at the end of each quarter on an accrual basis. Q1 represents July 2024 through September 2024 revenues received from May 2024 through July 2024. Q2 represents October through December 2024 revenues received from August 2024 through October 2024. Q3 represents January 2025 through March 2025, revenues received from November 2024 through January 2025. Q4 represents April 2025 through June 2025 revenues received from February 2025 through April 2025.

The March 2025 and April 2025 revenue distributions are considered an advance for January 2025 and February 2025 revenues. The May 2025 distribution for March 2025 revenue completes the revenue for Q3 on an accrual basis. The table below provides revenue comparisons by quarter on an accrual basis between FY 2023-24 and FY 2024-25 revenues. On an accrual basis revenues are \$115,285 (1.27%) higher in FY 2024-25 than in FY 2023-24 for the same period.

FY 2024-25 Year TDA Revenues - Quarterly Comparison to FY 2023-24 Accrual Basis

	Q1 (July-Sep)	Q2 (Oct-Dec)	Q3 (Jan-Mar)	Q4 (Apr -June)	Fiscal YTD
FY 2023-24	3,263,965	3,062,526	2,719,047	2,840,156	11,885,694
FY 2024-25	3,016,503	3,189,641	2,954,679	3,110,098	12,270,921
\$ Difference	(247,462)	127,115	235,632	269,942	385,227
% Difference	-7.58%	4.15%	8.67%	9.50%	3.24%

Attachment

1. Status Report on Transportation Development Act Revenues as of June 2025

**SCCRTC
TRANSPORTATION DEVELOPMENT ACT (TDA)
SUMMARY OF REVENUE RECEIPTS BY MONTH
FY2025 ENDING JUNE 30, 2025**

ATTACHMENT 1

MONTH	FY2023-24 ACTUAL REVENUE	FY2024-25 BUDGETED REVENUE	FY2024-25		DIFFERENCE AS % OF PROJECTION	CUMMULATIVE % OF ACTUAL TO PROJECTION	ACTUAL FY 2024-25 COMPARED TO ACTUAL FY 2023-24	
			ACTUAL REVENUE	DIFFERENCE			\$ Increase (+) /Decrease (-)	% Increase (+) /Decrease (-)
							FY2024 to FY2025	FY2024 to FY2025
JULY	1,144,443	1,191,634	1,012,225	(179,409)	-15.06%	84.94%	(132,218)	-11.55%
AUGUST	1,112,472	1,132,274	1,239,451	107,177	9.47%	96.89%	126,980	11.41%
SEPTEMBER	977,616	991,990	994,204	2,214	0.22%	97.89%	16,587	1.70%
OCTOBER	1,032,101	992,725	901,646	(91,079)	-9.17%	96.26%	(130,455)	-12.64%
NOVEMBER	1,254,248	1,276,574	1,120,653	(155,921)	-12.21%	94.32%	(133,595)	-10.65%
DECEMBER	890,226	901,645	1,018,473	116,828	12.96%	96.91%	128,247	14.41%
JANUARY	857,956	814,044	878,510	64,466	7.92%	98.14%	20,554	2.40%
FEBRUARY	1,314,344	1,130,580	1,292,658	162,078	14.34%	100.31%	(21,687)	-1.65%
MARCH	880,164	924,916	881,767	(43,149)	-4.67%	99.82%	1,603	0.18%
APRIL	808,685	885,518	775,261	(110,257)	-12.45%	98.76%	(33,424)	-4.13%
MAY	1,097,417	1,101,677	1,297,651	195,974	17.79%	100.61%	200,234	18.25%
JUNE	934,054	978,771	1,037,186	58,415	5.97%	101.03%	103,132	11.04%
TOTAL	12,303,725	12,322,348	12,449,684	127,336	1.03%	101.03%	145,958	1.19%
July 2024 through June 2025	12,303,725	12,322,348	12,449,684	127,336	1.03% Cash		145,958	1.19%
September 2024 through June 2025	10,046,811	9,998,440	10,198,008	199,568	2.00% Accrual		151,197	1.50%

I:\FISCAL\7.TDA\MonthlyReceipts\FY2025\12 June 2025\[June 2025 TDA Revenue - BOD.xlsx]Summary

AGENDA: AUGUST 7, 2025

TO: Regional Transportation Commission (RTC)
FROM: Bouapha Toommaly, Budget and Finance Special Advisor
RE: Status reports on Measure D Revenues from June 2025

SUMMARY:

Measure D revenues are received monthly from the California Department of Tax and Fee Administration and distributed to the direct recipients. Attachment 1 provides the Commission with the status of cumulative revenue receipts for July 2024 through June 2025 and compares the total to the same period in fiscal year (FY) 2023-24 in dollars and as a percentage.

Included in the attachment is the FY 2024-25 Measure D revenue report, cash receipts are .65% lower than FY 2023-24. Staff will continue to monitor revenues and provide updates in the new fiscal year.

BACKGROUND:

Measure D FY 2024-25 budgeted revenues were projected to increase \$572,899 (+2.10%) from \$27,114,358 in FY 2023-24 to \$27,687,257.

FY 2024-25 Cash Receipts

FY 2024-25 Measure D cash receipts for July 2024 through June 2025 are \$178,715 (-.65%) lower at \$27,465,134 compared to \$27,643,850 in the same period in FY 2023-24. July 2024 through June 2025 cash receipts represent May 2024 through April 2025 sales tax revenues.

FY2024-25 Year Meas D Revenues - Cash Basis

FY2023-24	FY2024-25	Increase / (-) Decrease
27,643,850	27,465,135	-0.65% (178,715)

FY 2024-25 Quarterly Sales Tax Revenues

The June 2025 distribution from the California Department of Tax and Fee Administration represents April 2025 sales tax revenues. For seasonal comparison, we compare the current and prior fiscal years at the end of each quarter on an accrual basis. Q1 represents July 2024 through September 2024 revenues received from May 2024 through July 2024. Q2

represents October through December 2024 revenues received from August 2024 through October 2024. Q3 represents January 2025 through March 2025, revenues received from November 2024 through January 2025. Q4 represents April 2025 through June 2025 revenues received from February 2025 through April 2025.

The table below reflects the April 2025 Measure D projection from Hinderliter de Llamas for FY 2024-25 quarters 3 and 4.

FY 2024-25 Year Meas D Revenues - Quarterly Comparison to FY 2023-24 Accrual Basis - Actual

	Q1 (July-Sep)	Q2 (Oct-Dec)	Q3 (Jan-Feb)	Q4 (Mar - June)	Fiscal YTD
FY 2023-24	7,260,345	7,052,135	6,358,506	6,463,613	27,134,598
FY 2024-25	6,865,876	7,150,991	6,429,366	6,664,753	27,110,985
\$ Difference	(394,469)	98,856	70,860	201,140	(23,613)
% Difference	-5.43%	1.40%	1.11%	3.11%	-0.09%

FY 2024-25 Year Meas D Revenues - Quarterly Comparison to FY 2023-24 Accrual Basis - Projected

	Q1 Actual (July-Sep)	Q2 Actual (Oct-Dec)	Q3 Projected (Jan-Mar)	Q4 Projected (Apr-Jun)	Fiscal YTD
FY 2023-24	7,260,345	7,052,135	6,358,506	6,901,951	27,572,936
FY 2024-25	6,865,876	7,150,991	6,038,547	6,703,524	26,758,937
\$ Difference	(394,469)	98,856	(319,959)	(198,427)	(813,999)
% Difference	-5.43%	1.40%	-5.03%	-2.87%	-2.95%

As the administrator of Measure D, the RTC allocates, administers, and oversees the expenditure of all Measure D revenues which are not directly allocated by formula annually to other agencies, consistent with the Expenditure Plan. Measure D revenues are collected by the California Department of Tax and Fee Administration and distributed to the RTC each month by wire transfer to the Santa Cruz County treasury into the Measure D general fund and distributed to the separate fiduciary fund for each of the five investment categories. Each month the RTC distributes the revenues from the Neighborhood and Transit categories to the direct recipients based on actual revenues received.

Attachments

1. Status Report on Measure D Revenues from June 2025

**SCCRTC
TRANSPORTATION TAX REGIONAL TRANSPORTATION FUND (TTRTF) - MEASURE D
SUMMARY OF REVENUE ALLOCATION BY MONTH
FY 2025 ENDING JUNE 30, 2025**

GROSS BOE FEES	RATE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	FY 2025 TOTAL	FY 2024 TOTAL	% Increase (+) /Decrease (-)	\$ Increase (+) /Decrease (-)
		2,309,396.42	2,560,679.22 (44,270.00)	2,197,536.94	2,034,588.51	2,678,020.09 (44,270.00)	2,282,459.28	1,962,749.70	2,950,051.58 (44,270.00)	1,998,609.85	1,796,344.51	2,675,311.90 (40,900.00)	2,193,096.65	27,638,844.65 (173,210.00)	27,841,050.44 (197,200.00)	FY 2024 to FY 2025	FY 2024 to FY 2025
NET		2,309,396.42	2,516,409.22	2,197,536.94	2,034,588.51	2,633,750.09	2,282,459.28	1,962,749.70	2,905,781.58	1,998,609.85	1,796,344.51	2,634,411.90	2,193,096.65	27,465,134.65	27,643,850.44	-0.65%	(178,715.79)
ADMINISTRATION & IMPLEMENTATION - 729100/75381																	
ADMINISTRATION - SALARIES & BENEFITS	1%	23,093.96	25,164.09	21,975.37	20,345.89	26,337.50	22,824.59	19,627.50	29,057.82	19,986.10	17,963.45	26,344.12	21,930.97	274,651.35	276,438.50	-0.65%	(1,787.16)
O/H ADMIN		17,406.61	18,966.93	16,563.50	15,335.30	19,851.36	17,203.58	14,793.83	21,901.75	15,064.12	13,539.59	19,856.35	16,530.03	207,012.96	293,854.13	-29.55%	(86,841.17)
SALARIES & O/H IMPLMNT & OVERSIGHT		10,019.94	10,019.94	10,019.94	10,019.94	10,019.94	10,019.94	10,019.94	10,019.94	10,019.94	10,019.94	10,019.94	10,019.94	120,239.24	156,674.54	-23.26%	(36,435.30)
SERVICES & SUPPLIES		4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	4,041.67	48,500.00	48,500.00	0.00%	-
Subtotal		54,562.18	58,192.63	52,600.47	49,742.79	60,250.47	54,089.78	48,482.93	65,021.17	49,111.82	45,564.64	60,262.07	52,522.60	650,403.54	775,467.17	-16.13%	(125,063.63)
TO DISTRIBUTE TO INVESTMENT CATEGORIES		2,254,834.24	2,458,216.59	2,144,936.47	1,984,845.72	2,573,499.62	2,228,369.50	1,914,266.77	2,840,760.41	1,949,498.03	1,750,779.87	2,574,149.83	2,140,574.05	26,814,731.11	26,868,383.27	-0.20%	(53,652.16)
1. NEIGHBORHOOD - 729200/75382	30%	676,450.27	737,464.98	643,480.94	595,453.72	772,049.89	668,510.85	574,280.03	852,228.12	584,849.41	525,233.96	772,244.95	642,172.22	8,044,419.33	8,060,514.98	-0.20%	(16,095.65)
SLV SR9	Fixed \$	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	27,777.78	333,333.33	333,333.33	0.00%	-
HWY 17 Wildlife	Fixed \$	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	13,888.89	166,666.67	166,666.67	0.00%	-
		41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	41,666.67	500,000.00	500,000.00	0.00%	-
City of Capitola - V41597	4.8361%	30,698.83	33,649.56	29,104.39	26,781.74	35,322.13	30,314.87	25,757.76	39,199.63	26,268.91	23,385.84	35,331.56	29,041.10	364,856.33	359,670.12	1.44%	5,186.21
City of Santa Cruz - V110467	22.6081%	143,512.56	157,306.83	136,058.82	125,200.77	165,125.82	141,717.61	120,413.80	183,252.60	122,803.34	109,325.41	165,169.92	135,762.94	1,705,650.42	1,714,825.30	-0.54%	(9,174.88)
City of Scotts Valley - V102713	5.0159%	31,840.39	34,900.86	30,186.67	27,777.65	36,635.62	31,442.16	26,715.59	40,657.31	27,245.75	24,255.47	36,645.40	30,121.03	378,423.89	371,027.94	1.99%	7,395.95
City of Watsonville - V111928	15.5696%	98,832.95	108,332.67	93,699.78	86,222.15	113,717.38	97,596.82	82,925.51	126,200.77	84,571.11	75,289.25	113,747.75	93,496.01	1,174,632.17	1,182,957.15	-0.70%	(8,324.99)
County of Santa Cruz	51.9703%	329,898.87	361,608.39	312,764.62	287,804.73	379,582.27	325,772.73	276,800.70	421,251.13	282,293.64	251,311.32	379,683.64	312,084.47	3,920,856.52	3,932,034.47	-0.28%	(11,177.95)
	100%	634,783.61	695,798.31	601,814.28	553,787.05	730,383.22	626,844.18	532,613.36	810,561.46	543,182.74	483,567.30	730,578.28	600,505.55	7,544,419.33	7,560,514.98	-0.21%	(16,095.65)
2. HWY Corridors - 729300/75383	25%	563,708.56	614,554.15	536,234.12	496,211.43	643,374.91	557,092.38	478,566.69	710,190.10	487,374.51	437,694.97	643,537.46	535,143.51	6,703,682.78	6,717,095.82	-0.20%	(13,413.04)
3. TRANSIT/PARATRANSIT - 729400/75384	20%	450,966.85	491,643.32	428,987.29	396,969.14	514,699.92	445,673.90	382,853.35	568,152.08	389,899.61	350,155.97	514,829.97	428,114.81	5,362,946.22	5,373,676.65	-0.20%	(10,730.43)
Santa Cruz Metro (SCMTD) 16%	80%	360,773.48	393,314.65	343,189.84	317,575.31	411,759.94	356,539.12	306,282.68	454,521.67	311,919.68	280,124.78	411,863.97	342,491.85	4,290,356.98	4,298,941.32	-0.20%	(8,584.35)
Community Bridges - V127587 - 4%	20%	90,193.37	98,328.66	85,797.46	79,393.83	102,939.98	89,134.78	76,570.67	113,630.42	77,979.92	70,031.19	102,965.99	85,622.96	1,072,589.24	1,074,735.33	-0.20%	(2,146.09)
4. ACTIVE TRANSPORTATION - 729500/75385	17%	383,321.82	417,896.82	364,639.20	337,423.77	437,494.94	378,822.82	325,425.35	482,929.27	331,414.66	297,632.58	437,605.47	363,897.59	4,558,504.29	4,567,625.16	-0.20%	(9,120.87)
5. RAIL CORRIDOR - 729600/75386	8%	180,386.74	196,657.33	171,594.92	158,787.66	205,879.97	178,269.56	153,141.34	227,260.83	155,959.84	140,062.39	205,931.99	171,245.92	2,145,178.49	2,149,470.66	-0.20%	(4,292.17)
DISTRIBUTED TO INVESTMENT CATEGORIES	100%	2,254,834.24	2,458,216.59	2,144,936.47	1,984,845.72	2,573,499.62	2,228,369.50	1,914,266.77	2,840,760.41	1,949,498.03	1,750,779.87	2,574,149.83	2,140,574.05	26,814,731.11	26,868,383.27	-0.20%	(53,652.16)
TOTAL ADMIN & IMPLM AND INVESTMENT CATEGORIES		2,309,396.42	2,516,409.22	2,197,536.94	2,034,588.51	2,633,750.09	2,282,459.28	1,962,749.70	2,905,781.58	1,998,609.85	1,796,344.51	2,634,411.90	2,193,096.65	27,465,134.65	27,643,850.44	-0.65%	(178,715.79)

I:\FISCAL\6.Measure D\Distribution To Investment Category\FY2025\FY2025 12 June 2025 Measure D Distribution with YTD comparison.xlsx\Detail

TO: Santa Cruz County Regional Transportation Commission
FROM: Bouapha Toommaly, Budget and Finance Special Advisor
RE: Contract Award for Financial Advisory Services – TP #2213

RECOMMENDATIONS

Staff recommends that the Santa Cruz County Regional Transportation Commission (RTC) award a contract to KNN Public Finance, LLC for financial advisory services, in response to RFP #2213 and authorize the Executive Director to enter into a professional services contract with KNN Public Finance, LLC with a value not to exceed \$300,000 for the period of four years with the option to renew for an additional two years.

BACKGROUND

On March 20, 2025, the RTC issued RFP #2213 to solicit proposals from qualified financial advisors to support the Commission with strategic financial planning, debt management, and capital financing strategies, particularly related to Measure D implementation. The scope of work includes advising on borrowing strategies, cash flow modeling, project-specific funding, bond issuance, and financial policy development.

After a comprehensive review of qualifications, experience, and approach, KNN Public Finance, LLC was ranked highest and is recommended for contract award.

DISCUSSION

KNN Public Finance, LLC demonstrated substantial qualifications and experience in alignment with the RFP requirements:

- **Local Knowledge and Experience**
KNN has advised RTC since 2019, including development of the initial Measure D Strategic Implementation Plan and related cash flow modeling. They have demonstrated a deep understanding of RTC's long-term capital needs and financing goals.
- **Qualified Team**
The proposed team includes Managing Director Melissa Shick (Engagement Manager) and Senior Managing Director David Leifer

(Strategic Oversight), each with over 20 years of relevant municipal finance experience. Their qualifications meet and exceed the minimum criteria outlined in the RFP.

- **Comparable Engagements**

KNN serves 13 other California transportation sales tax agencies and has managed over \$1.3 billion in transportation financings in the past five years. They bring extensive experience in Measure D-type programs, bond structuring, and federal/state financing programs including TIFIA.

- **Fiduciary and Regulatory Compliance**

KNN is fully registered with the SEC and MSRB and operates exclusively as an independent municipal advisor. They comply with all applicable fiduciary, ethical, and reporting requirements under MSRB Rules G-42 and G-37, as well as California's Public Contract Code and FPPC regulations.

- **Proven Expertise:** Over 40 years of continuous experience advising California municipalities. KNN currently serves 13 transportation sales tax agencies statewide and is uniquely familiar with Measure D.

- **Strong Relationship with RTC:** KNN has served RTC since 2019, providing strategic planning, cash flow modeling, and presentations to staff and the Commission regarding Measure D borrowing needs. This continuity ensures minimal onboarding time and deep institutional knowledge.

- **Comprehensive Scope Fulfillment:** KNN's proposal fully satisfies all minimum qualifications including SEC and MSRB registration, California regulatory compliance, and GFOA best practices. Their strategic plan includes debt vs. pay-as-you-go modeling, investor outreach, and planning support for large capital projects like the Highway 1 and Coastal Rail Trail.

- **Ethics and Compliance:** KNN adheres to all fiduciary, ethical, and disclosure requirements under MSRB Rule G-42, G-37, the California FPPC, and CDIAC reporting regulations.

- Additionally, KNN Public Finance, LLC is our current vendor and is familiar with RTC's projects and funding streams, they're responsive and worked well with key staff.

FISCAL IMPACT

The cost for services will be based on KNN's proposed fee schedule, which includes hourly rates and/or fixed fees per project. Sufficient funding for financial advisory services is available in the adopted RTC budget and the Measure D 5-year program of projects.

All services will be billed on a time-and-materials basis against a not-to-exceed amount of \$300,000 over the four-year contract term. The contract includes two optional two-year extensions, at RTC's discretion.

SUMMARY

Staff recommends that the RTC:

1. Approve awarding the contract for financial advisory services to KNN Public Finance, LLC with a not to exceed value of \$300,000 and a term of four years.
2. Authorize the Executive Director to negotiate and execute the agreement and any necessary documents, subject to legal counsel review

Attachments:

1. Request For Proposal
2. KNN Public Finance Agreement
3. Resolution



Santa Cruz County Regional Transportation Commission

REQUEST FOR PROPOSALS FOR FINANCIAL ADVISORY SERVICES RFP 2213

Commission Contact:

The Commission has designated Tracy New, as its contact (the "RTC Contact") for this request for proposals (this "RFP"). The RTC Contact's information is listed below:

Tracy New, Director of Finance and Budget
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060

Email: tnew@sccrtc.org

Telephone: (831) 420-3200

Timeline:

Issuance Date	Thursday, March 20, 2025
Deadline for Questions	Thursday, April 3, 2025, at 5:00 p.m.
Proposal Deadline	Friday, April 11, 2025, at 5:00 p.m.
Review & rank proposals	Friday, April 18, 2025
Interviews (if necessary)	Friday, April 25, 2025
Select top ranked consultant	Friday, May 2, 2025
Board Approval	Thursday, June 5, 2025

Summary of Request for Proposals:

The Santa Cruz County Regional Transportation Commission (RTC or Commission) is seeking the services of a qualified Financial Advisor to provide financial advisory services including but not limited to staff and board education, evaluation of bond markets, debt management, maintaining credit ratings, modeling funding for large construction projects, long-term strategic financial planning, and managing bond issuance for the Commission. The RTC's Annual Financial Report can be accessed on the RTC's website through the following link: <https://sccrtc.org/>. The RTC anticipates having the Consultant begin work in June 2025.



Project Information and Scope of Work:

A. Overview

The Santa Cruz County Regional Transportation Commission (RTC) is requesting proposals from qualified financial advisors to provide comprehensive advisory and debt management support for high- priority initiatives, as outlined in this RFP. In addition to the broader advisory scope, the selected advisor(s) will assist with anticipated transactions, providing expert guidance on a wide range of financial strategies to meet the Commission's evolving needs.

B. Santa Cruz County Regional Transportation Commission Background

The RTC serves as Santa Cruz county's regional transportation planning agency (RTPA) and is a state designated agency responsible for planning and financial programming of transportation projects.

In November 2016, Santa Cruz County voters approved Measure D, a ½-cent sales tax measure to improve, operate and maintain Santa Cruz county's transportation network.

Projects will provide safer routes to schools for local students; maintain mobility and independence for seniors and those with disabilities; invest in bicycle and pedestrian pathways and bridges on an unprecedented scale; repave roadways, repair potholes and improve safety on local streets; ease congestion on major roadways; and invest in transportation projects that reduce the pollution that causes global warming.

Working together with our local and regional partners, the RTC obtains and distributes funding, including voter-approved Measure D funds, to maintain the existing transportation network as well as prepare for the transportation needs of the next generation. The RTC keeps residents, business, and visitors moving wherever they want to go and however they choose to get there.

The RTC employs professional staff to plan, implement, and administer projects and programs.

C. Project Background

The RTC is preparing to meet evolving challenges that require careful financial management and strategic long-term planning. Effective financial planning will require the RTC to comply with all relevant policies and regulations, identifying appropriate financing strategies, conducting thorough risk assessments, and adhering to best practices in debt management to maintain fiscal stability. The RTC is currently working with local jurisdictions and community stakeholders on the development and construction of a multimodal Highway 1 project from Freedom Boulevard to State Park Drive

and, the Coastal Rail Trail bicycle and pedestrian facility, these projects require significant capital investment, with potential for future debt issuance over the next five (5) years.

D. Scope of Work (specific scope to be developed with contractor)

- **Financial Advisory Services:** Provide as-needed municipal finance advisory services on market conditions, trends, financial products, credit analysis, alternative financing, and State or Federally subsidized loan programs, that the Commission could implement as it seeks to address capital infrastructure needs.
 - **Review Financial Status:** Assess the overall financial status of the Commission and its long-range financing strategy, with a focus on the Measure D Strategic Implementation Plan, and the Commission's ability to issue new debt, if needed. Make recommendations on the most beneficial use of existing resources and/or debt for immediate and long-term projects.
 - **Risk Assessment and Management:** Conduct risk assessments related to debt and financing. Recommend strategies for mitigating financial risks, preparing the Commission for market fluctuations, interest rate changes, and other uncertainties.
 - **Update and Implement Strategies:** Advise and assist in updating and implementing financial strategies, plans, and policies, including analysis of short- term, intermediate, and long-term financing options.
- **Debt Management:** Develop strategies for managing both current and future Commission debt.
- **Project-Specific Support:** Provide tailored financial advisory services for individual projects, including comprehensive financial analysis, debt management strategies, and collaboration with project management teams to ensure alignment with individual project timelines, objectives, and cashflow needs.

Advise and assist in the development and execution of a financing plan, which includes the following:

- Review the financial feasibility of a capital project.
- Assessing available revenue sources, recommend a financing structure (coverage ratios, debt service reserve, credit enhancements, etc.).
- Recommend maturity schedules and redemption terms.
- Support the preparation and distribution of preliminary and official bond documents.

- Assist with rating agency presentations.
- Recommend an investment strategy for the proceeds.
- Analyze the bids in a competitive sale or assist in the selection of underwriters and negotiate the terms of the offering in a negotiated sale.

Current priority projects which require financial advisory support include bicycle and pedestrian, highway, and rail facilities.

- **Implementation Management:** Oversee the implementation of approved financing strategies.
- **Document Preparation and Coordination:** Coordinate with Commission staff in preparing and approving financing documents and assist in preparation.
- **Reporting and Communication:** Assist with written updates to the Commission and staff reports as needed. Attend meetings with Commission staff, consultants, and present debt-related issues and strategies.
- **Additional Analysis and Advising:** Provide additional analysis and advisory services on matters specific to the scope of work as requested.
- **Additional Financial Services:** Offer other financial services as requested.

The scope of services described above is intended to include elements essential to the required services, it describes the minimum baseline level of services required under this RFP. Consultants are welcome to expand and submit proposals that exceed the minimum levels of service.

Term: The contract period is proposed for a four-year term with two two-year extension options which may be exercised at the Commission's discretion.

I. Instructions

A. Solicitation Questions

The Proposer must carefully examine the specifications, terms and conditions provided in the Request for Proposal and become fully informed as to the requirements set forth therein. If any party planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall submit their questions and/or request clarification or modification of the document(s) in writing via email.

All questions must be emailed and received by Thursday, April 3, 2025, by 5:00 pm local time. Questions asked after this date and time will not be considered. All questions shall be submitted to via email at tnew@scrtc.org Phone calls and faxed questions will not be accepted.

The subject line of the email shall be: Financial Advisor Professional Services RFP2213 – Solicitation Question

Answers to all written questions concerning this solicitation will be posted on the Commissions website on Monday, April 7, 2025, by the end of the day. It is the responsibility of all interested proposers to access the website(s) for this information.

B. Proposal Submittal Requirements

One (1) Electronic PDF version of the proposal is due Friday, April 11, 2025, by 5:00 pm local time. Completed proposals should be submitted to Tracy New via email at tnew@scrtc.org.

Email subject line shall be: Financial Advisor Professional Services RFP2213 – Submitted Proposal.

The proposal should be straightforward, concise and provide "layperson" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. The proposal should contain the sections in the order indicated below, along with any additional information appropriate:

- 1. Cover letter:** Provide a letter of introduction, no more than 2 pages in length. The cover letter should also include a profile and brief history of the firm.
- 2. Listing of Personnel:** This section shall define the qualifications and the experience of the consultant firm, key personnel, and staff or sub-consultants assigned to the services. A designated primary contact for the duration of the contractual period should be identified.



3. Minimum Qualification Requirements: To be considered for this RFP, all respondents must meet the following minimum qualifications and experience requirements. Failure to meet any of the following may result in disqualification:

Registration and Licensing:

- (1) SEC Registration: Respondent must be a registered municipal advisor with the Securities and Exchange Commission (SEC), in full compliance with the registration requirements set forth under the Dodd-Frank Act.
- (2) MSRB Registration: Respondent must be registered with the Municipal Securities Rulemaking Board (MSRB) and be in good standing, with full compliance with all applicable MSRB regulations.

Relevant Experience:

- (3) Experience in Municipal Advisory Services: Respondent must have a minimum of five (5) years of experience providing municipal advisory services to public entities, including but not limited to counties, municipalities, or other local government entities.
- (4) Experience with Similar Projects: Respondent must demonstrate prior advisory experience with projects that include debt issuance, capital improvement financing, infrastructure funding, and other municipal finance projects similar in scope to the Commission's needs.
- (5) California-Specific Experience: Respondent must have knowledge and experience working within the framework of California's regulatory environment.

Key Personnel and Team Qualifications:

- (6) Qualified Key Personnel: The respondent must identify key personnel who will be assigned to the Commission's account. Each must have at least five (5) years of experience in municipal advisory services. These personnel must include individuals with expertise in public sector debt issuance, capital financing, financial strategy, and project implementation.
- (7) Professional Certifications: Key personnel should possess relevant certifications, such as Certified Public Accountant (CPA), Chartered Financial Analyst (CFA), or other equivalent designations.
- (8) Direct Involvement: The proposed lead advisor must have hands-on experience advising California public entities on debt

management, compliance, and financial planning, particularly related to capital improvement projects.

Fiduciary Responsibility and Ethical Conduct:

- (9) **Fiduciary Duty Compliance:** Respondent must acknowledge that it has a fiduciary duty to act in the best interests of the Commission and must demonstrate a clear understanding of this responsibility as per MSRB Rule G-42.
- (10) **Conflict of Interest Disclosure:** Respondent must disclose any potential conflicts of interest and confirm compliance with MSRB Rule G-37 (prohibiting pay-to-play practices) and California's Fair Political Practices Commission (FPPC) regulations, including the requirement to file a Form 700 (Statement of Economic Interests), if applicable.

California Public Agency Compliance:

- (11) **Adherence to California's Public Contract Code:** Respondent must demonstrate familiarity and compliance with California's Public Contract Code, particularly related to competitive bidding, transparency, and fairness in selecting vendors for public services.
- (12) **Brown Act Compliance:** Respondent must have experience working in compliance with the California Brown Act, ensuring transparency in public decision-making, particularly around municipal bond issuance and financial strategy discussions.

Compliance with Reporting and Recordkeeping Requirements:

- (13) **CDIAC Reporting:** Respondent must be knowledgeable and compliant with California Debt and Investment Advisory Commission (CDIAC) reporting requirements, including preparing and submitting the necessary debt issuance reports.
- (14) **MSRB Recordkeeping Compliance:** Respondent must adhere to MSRB Rule G-8 and demonstrate a history of maintaining appropriate records for municipal advisory activities, including compliance documentation, client communications, and financial analysis.

4. Strategic Plan or approach for accomplishing the required scope of work, demonstrating the respondent's understanding of the Commission's financial situation, including ideas on how the Commission should approach financing issues such as bond structures, credit rating strategies and investor marketing strategies. Respondent should provide examples of long-term financial strategies implemented for other public sector clients,

with an emphasis on maintaining fiscal stability while addressing immediate and future capital needs.

- 5. Proposed fee structure** for each type of service, itemizing and explaining each service individually. Include all applicable fees, such as hourly rates for identified personnel, fixed rates, and/or retainer fees, as detailed in Submittal Document 2, listed below.
- 6. Exceptions to the written requirements or scope.** Each exception must be fully explained for the Commission's consideration and potential acceptance.
- 7. References and clients.** Provide at least three (3) references from recent public entity clients within the last five (5) years, from whom similar services were provided. These references should include the scope of services, project outcomes, and any measurable success metrics, such as cost savings or improved financial performance. Include a detailed description of the services, the agency names, contact names and phone numbers, dates of services performed, and successful work completed. A current list of clients and clients over the past three years is also requested.
- 8. Disclosure of all compensation/fee arrangements (formal or informal)** that your firm, its related entities or any proposed personnel currently has or within the past twelve months has had with any other potential parties to contemplate financing in which your firm was engaged in any capacity. Such parties include, but are not limited to, swap providers, verification agents, financial advisor firms, investment banking firms, any other consultants or financial institutions, and law firms.
- 9. Commitment to Diversity.** Respondents are encouraged to provide information on their commitment to diversity and inclusion, including minority or women- owned business participation, as well as any policies or initiatives to promote diversity within the firm.
- 10. Disclosure of any alleged significant prior or ongoing contract failures,** any civil or criminal litigation or investigation pending which involves the Proposer or a verification of no responsive incidents. Failure to comply with the terms of this provision may disqualify any proposal. The RTC reserves the right to reject any proposal based upon the Proposer's prior history with the RTC or with any other party, which documents, without limitation, unsatisfactory performance, significant failures to meet contract milestones or other contractual failures.

Once received, all original and/or copies of the proposal become property of the RTC and will not be returned. Proposals will be considered late if not received by the above due date and time and will be rejected.

All costs of preparation of proposals including travel for any interviews scheduled shall be borne by the respondents.

The RTC reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in the scope of work. The Commission reserves the right to make multiple awards of this proposal. The RTC also reserves the right to request additional information not included in this RFP from any of the respondents.

C. Solicitation Documents to be Returned with Submittal

In addition to the documents described in the Proposal Submittal Requirements Section B. above, the following forms must be completed and submitted with the Proposal by the Submittal Deadline.

Submittal Document 1: Offer

Submittal Document 2: Schedule of Proposed Fees

Submittal Document 3: Debarment Suspension Certification

Submittal Document 4: Non-collusion Declaration

Submittal Document 5: Levine Act Disclosure Statement

Submittal Document 6: Exceptions to the Scope of Work

Submittal Document 7: Exceptions to the Contract

If selected, a successful Proposer shall be required to furnish the following:

- Certificate of Liability Insurances (see Standard Contract Attachment 1)
- Additional Insured Endorsement naming "Santa Cruz County Regional Transportation Commission" as additional insured
- Any other requested documentation related to this solicitation and Vendor Registration with the County of Santa Cruz Auditor Controller's Office

D. Contract Term

It is the Commission's intent to award this contract with an initial contract term of three (3) years. The Commission reserves the right to extend the contract for up to four (4) additional years in two-year increments, by mutual consent of Commission and Contractor.

E. Minimum Qualifications/Experience Requirement

Proposers are required to meet minimum qualifications and experience outlined in **Section B: Proposal Submittal Requirements** in this document. Failure to meet requirements detailed for registration and licensing, relevant experience, key personnel and team qualifications, fiduciary responsibility and ethical conduct, California agency compliance,

and reporting and recordkeeping requirements may result in disqualification.

F. Timeline of Events

RTC will make all attempts to adhere to the Timeline presented on Page 1 of this RFP.

G. Informed Proposers / Examination of Documents

Before submitting a proposal, proposers must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the proposer's own risk. It is the responsibility of the proposer to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, addenda (if any), herein referred to as contract documents. Contractor shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the contract documents. The failure or neglect of the contractor to examine the documents shall in no way relieve them from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the Santa Cruz County Regional Transportation Commission may rely that the contractor has thoroughly examined and is familiar with the contract documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

H. Verbal Agreement or Conversation with Santa Cruz County Regional Transportation Commission

No prior, current, or post-award verbal conversations or agreements with any officer, agent, or employee of the Commission or any other person or entity shall affect or modify any terms or obligations of this RFP or any agreement resulting from this process.

Except for the above named, potential respondents should not contact other staff or Commissioners regarding any aspect of this RFP. If such contact is made, the Commission reserves the right to reject the proposal.

I. General Conditions

The issuance of this solicitation constitutes only an invitation to present responses. The Commission reserves the right, at its sole discretion, to determine whether or not any aspect of the response satisfactorily meets the criteria established in the solicitation. The Commission reserves the right to seek additional information and/or clarification from the respondent, the right to confer with any respondent submitting a response



and the right to reject any or all responses with or without cause. The Commission reserves the right to reject any and all responses for failure to meet the requirements contained herein, to waive any technicalities and to select the responses, which, in the Commission's sole judgment, best meets the requirement of the project. In the event that the solicitation is withdrawn by the Commission for any reason, the Commission shall have no liability to any respondent for any costs or expense incurred with the preparation of a response to this solicitation or related work. The Commission reserves the right, at its sole discretion, to waive any irregularities or informality.

An example of the Commission's Professional Services Agreement is attached to this solicitation (Attachment 1). By submitting a response without exceptions, the contracting firm accepts all terms and conditions contained in Attachment 1. Additional terms and conditions may be required and may be negotiated after the award.

End of Instructions

II. Award Evaluation and General Procurement Provisions

The provisions in this section, with the exception to the Evaluation Criteria and Invoicing address, cannot be altered without prior approval by Commission Counsel and Procurement.

A. Responsible Parties

Representing the Santa Cruz County Regional Transportation Commission in all matters regarding the submission of this solicitation package shall be Tracy New, Director of Finance and Budget, tnew@sccrtc.org

All inquiries shall be directed to the designated County staff person as shown. Failure to comply with this request may be considered cause for disqualification of your proposal.

B. Award of Contract

Award of proposal, if awarded, will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in order of preferences. An Evaluation Committee will be established by the Santa Cruz County Regional Transportation Commission. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The Santa Cruz County Regional Transportation Commission reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Evaluation scores will not be released until after award of proposal. The Santa Cruz County Regional Transportation Commission shall not be obligated to accept the lowest priced proposal but will make an award in the best interests of the Commission after all factors have been evaluated.

Receipt of the official Contract shall indicate award of the proposal. Award of proposal shall be made by the Santa Cruz County Regional Transportation Commission to the responsible Proposer who meets the provisions and specifications of this proposal after consideration of all evaluation criteria to provide the services as described in this request. The Commission reserves the right to make a multiple award of this proposal.

C. Award Evaluation Criteria

The Evaluation Criteria that will be used to evaluate all received proposals is listed in this RFP.

A Selection Committee will interview and evaluate each submission and determine which individuals, firms, corporations, organizations, or teams will be invited to enter into a Contract. The Selection committee may



include various Department and/or Division Directors, or other Commission representatives. The Selection Committee will review and make the final selection after review of materials and interviews with respondents.

Interviews may take place virtually. Additionally, the review committee will determine whether respondents' existing client list present a conflict to the Commission's needs and Scope of Work.

Evaluation Criteria	Point
<p>Registration and Compliance</p> <ul style="list-style-type: none"> • Verified registration with the SEC and MSRB, with no compliance issues or regulatory violations. • Demonstrated familiarity and compliance with Public Contract Code, Brown Act, and California-specific financial regulations. • Commitment to fiduciary duty, adherence to MSRB Rule G-42, and full disclosure of any potential conflicts of interest or compliance with MSRB Rule G-37 and FPPC regulations. 	Pass / Fail
<p>Relevant Experience</p> <ul style="list-style-type: none"> • Demonstrated 5+ years of experience in municipal advisory services, including work with California public entities. • Proven experience with similar projects, including debt issuance, capital improvement financing, and compliance with California- specific regulations. 	25
<p>Key Personnel Qualifications</p> <ul style="list-style-type: none"> • Qualifications of key personnel, including 5+ years of relevant experience, appropriate certifications (CPA, CFA), and direct involvement in public sector finance. 	10
<p>Track Record and References</p> <ul style="list-style-type: none"> • Strong references from three (3) recent public sector clients and successful completion of three (3) comparable projects demonstrating financial strategy development and measurable outcomes. 	10
<p>Commitment to Nondiscrimination, Diversity and Inclusion</p> <ul style="list-style-type: none"> • Demonstrated commitment to diversity and inclusion, including policies or initiatives that promote diversity within the firm. • Participation or leadership by minorities, women or people with disabilities-, with specific examples of diversity initiatives within the firm or in past engagements. 	5

Evaluation Criteria	Point
<p>Alignment with Commission Needs</p> <ul style="list-style-type: none"> • Does the applicant demonstrate knowledge of local political, economic, legal or other issues that may affect the proposed financing. • Does the applicant’s plan or approach for accomplishing the required scope of work demonstrate an understanding of the Commission’s needs and the tasks required to meet those needs? • Does the applicant’s qualifications and proposed use of staff and resources demonstrate an ability to meet the Commission’s needs? • Does the overall cost structure clearly outline competitive and transparent pricing, including any fees or additional expenses, and align with the scope of services and the value provided? 	20
Oral Interview	20
Adherence to the requirements of the RFP	10
Total	100

The Selection Committee may also contact and evaluate the respondent’s references; contact any respondent to clarify any response; contact any current users of a proposer’s services; solicit information from any available source concerning any aspect of a proposal; and/or seek and review any other information deemed pertinent to the evaluation process. The Selection Committee is not obligated to accept the lowest priced proposal but shall make an award in the best interest of the Santa Cruz County Regional Transportation Commission, reject any and all proposals, and to waive any informalities and minor irregularities in the proposals.

Discussions/interviews may, at RTC’s sole option, be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible to being selected for an award. Discussions/interviews may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submissions and before award for obtaining best and final proposals. In conducting discussions/interviews, the RTC will not disclose information derived from proposals submitted by competing Proposers.

Note: The Proposer’s main or lead contact for the RTC (Principal and key support staff) must present in any subsequent discussions/interviews during the Award Evaluation process.



The RTC may consider other criteria that it deems relevant. The Selection Committee is free to make recommendations it may deem to be in the best interest of the RTC.

D. Addenda

Any changes, additions, deletions or clarifications to this proposal package shall be made by written addendum, issued by the Santa Cruz County Regional Transportation Commission. Addenda will be sent to all known entities in receipt of the solicitation and shall be incorporated in the proposal. The proposer shall sign and date the addendum and submit with their response to the solicitation.

Addenda issued within five (5) calendar days of the proposal opening date/time shall be cause for extension of the opening date, if so determined by the Commission, in order to allow prospective Proposers sufficient time to prepare their proposals.

E. Invoicing and Payment

Payment by the RTC to vendor shall be made in full, per invoice within 30 calendar days after receipt of a correct invoice.

Contractor shall submit an invoice only after services have been rendered to the following address:

Santa Cruz County Regional Transportation Commission
Attn: Accounts Payable
accountspayable@scrtc.org and tnew@scrtc.org

F. Assignment and Subcontracting

The proposer shall have no right, authority or power to sell, mortgage or assign the resulting contract and/or purchase order or any interest herein, or any right, power or authority to allow or permit any other person or persons or organizations to have any interest in or use any part of the rights or obligations granted hereunder for any purpose whatsoever without the prior written consent of the Santa Cruz County Regional Transportation Commission. Neither the contract nor any interest created thereby shall pass by operation of law to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or any claim hereunder to any other party or parties, except as expressly authorized by the Santa Cruz County Regional Transportation Commission.

G. Force Majeure

Time extension for delay may be allowed for the Proposer by the RTC for any delay in the completion/delivery of specified items which arises from unforeseeable causes beyond the control of the proposer and without fault or negligence of the proposer, including but not restricted to such causes as the act or negligence of the RTC, stormy or inclement weather in which specified work cannot be done, strikes, boycotts, acts of God, acts of the public enemy, acts of government, fire, flood, epidemics, freight embargo, delays of suppliers which arise from unforeseeable causes beyond the control and without the fault or negligence of both the proposer and supplier.

H. Nondiscriminatory Employer

The RTC does not discriminate on the basis of 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, and other class of individuals protected from discrimination under state or federal law in any of its activities or operations. This includes, but is not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, contractors, subcontractors, vendors and clients.

I. Fair Employment Provisions

The contractor awarded this proposal and doing the work herein specified shall not knowingly fail to hire or allow to be dismissed from employment thereon any persons because of race, color, sex, religion, national origin, or creed. The hiring of all labor for the work included in this contract shall be in accordance with applicable directives of the California Civil Rights Department of the State of California.

The contractor shall comply fully with Titles I and II of the Americans with Disabilities Act (ADA), Sections 504 and 508 of the 1973 Rehabilitation Act as amended in 2008 in that the contractor's hiring practices do not discriminate against disabled persons.

The contractor shall cooperate fully with the Commission and affiliated unions to promote and ensure the maximum employment of minorities and other protected group members, in all phases and at all levels of the work.

Contractor and/or any permitted subcontractor shall not unlawfully harass nor discriminate against any individual based on 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. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

A Commission representative will be available to advise and assist in implementation of the foregoing.

The Contractor shall comply with all federal, state and local laws affecting the services provided by the contractor.

J. Cancellation of Contract

Without CAUSE, the Santa Cruz County Regional Transportation Commission may cancel this contract at any time with thirty (30) days written notice to the supplier/contractor. **With** CAUSE, the Santa Cruz County Regional Transportation Commission may cancel this contract at any time with five (5) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the Santa Cruz County Regional Transportation Commission and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The Successful Proposer may not cancel this contract without prior written consent of the Santa Cruz County Regional Transportation Commission.

K. Termination for Default – Time Extension for Delay

If the proposer fails or refuses to prosecute the work, or any separable part thereof, so as to ensure that the items specified will not be completed and/or delivered within the time specified in the proposal documents, the Santa Cruz County Regional Transportation Commission, may, by written notice to the proposer, terminate its right to proceed with the work or such part of the work as to which there has been a delay at the Commission's option. The proposer and its sureties shall be liable to the Santa Cruz County Regional Transportation Commission for liquidated damages, or if no liquidated damages are so provided, then for any damages to the Santa Cruz County Regional Transportation Commission resulting from the proposer's failure or refusal to complete/deliver the items within the specified time.

L. Termination for Convenience

The Commission reserves the right to terminate the contract at any time, for the convenience of the Commission, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Commission pursuant to the contract prior to the effective date of termination.

Termination compensation cannot exceed the monthly service fee, and the termination nullifies the remaining months of the contract.

- i. Termination for lack of funding: The Commission reserves the right to terminate any contract in any user agency if said agency loses funding during the term of the contract.
- ii. Termination for non-performance: The Commission may terminate the contract in whole or in part if delivery or performance is repeatedly unsatisfactory. Unsatisfactory performance includes but is not limited to:
 - a. Repeated failure to respond within requested time-frame
 - b. Failure to perform services when promised or expected
 - c. Inability to reach Contractor contact; lack of customer service

M. Non-Appropriation of Funds

The Commission warrants that it has funds available to remit payments on the resulting contract. Should appropriated funds during the term of the contract become unavailable for the purpose of the Contract, the Commission may cancel the agreement by providing the proposer with written notice. Such notice shall release both the Commission and proposer from all obligations under the Contract and/or Purchase Order, and proposer shall refund the Commission the balance of any advance payment made for orders of goods and/or services which are outstanding, or which have not been received by the Commission.

N. Compliance or Deviation to Specifications

Proposer hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations are clearly indicated in the proposer's response and listed as such under Exceptions to the Scope of Work.

O. Insurance

Successful proposer shall be required to furnish and maintain insurance described in Section 6 of Attachment 1: Sample Professional Services Contract.

P. Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Offer. Signing this Offer on the signature portion thereof shall also constitute signature of the Certification.

Q. Conformity with Law

Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including Federal, State, Municipal and Local Governing Bodies having jurisdiction over the scope of services or any part hereof, including all provisions of the Occupation Safety and Health Act of 1979 and all amendments thereto, and applicable Federal, State and Local Government Safety Regulations. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and save Commission harmless from any and all liability, fines, penalties and consequences arising from any non-compliance or violations of such laws, ordinances, codes and regulations.

R. Attorney's Fees

If any action at law or inequity is brought to enforce or interrupt the provisions of this agreement, the prevailing party shall be entitled to



reasonable attorney's fees in addition to any other relief to which it may be entitled.

S. Proposer Agreement to Terms and Conditions

Submission of a signed proposal will be interpreted to mean Proposer has agreed to all the terms and conditions set forth in the pages of this solicitation.

T. Right to Audit

Commission shall have the right of audit and inspection of the Vendor's business records at any time during the term of this agreement. Vendor shall have readily available all records related to the performance of the agreement and shall provide office space as may be required for Commission to audit these records.

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Agreement and shall be subject to inspection by the Commission. The Commission shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of Commission to recover excessive and/or illegal payments.

U. California Public Records Act (CPRA)

Applicants acknowledge and agree that the Commission is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Applicant's proprietary information is contained in documents or information submitted to the Commission, and Applicant claims that such information falls within one or more CPRA exemption, the Applicant must clearly mark such information "CONFIDENTIAL AND PROPRIETARY" and identify the specific lines containing such information.

In the event of a request for such information, Commission will make reasonable efforts to provide notice to Applicant prior to any disclosure. If Applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, then Applicant is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law before the Commission's deadline to respond to the CPRA request. If Applicant fails to obtain such remedy, Commission may disclose the requested information without penalty or liability.

Applicant further agrees that it shall defend, indemnify and hold Commission harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees and attorneys' fees) that may result from deniable by Commission of a CPRA request for information arising from any representation, or any action (or inaction) by the Applicant.

V. Taxes

Successful Proposer shall pay all federal, state and local taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the Santa Cruz Regional Transportation Commission from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

End of Award Evaluation and General Procurement Provisions

III. Submittal Document 1: Offer

In compliance with the solicitation, the undersigned offers and agrees, if this bid is accepted within sixty (60) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified.

The Santa Cruz County Regional Transportation Commission is committed to developing and supporting diverse, equitable, and inclusive values within all aspects of its operations. By conducting business for or with the Commission, you are representing your commitment to rejecting inequities in employment, services, and practices by ensuring fair and equitable treatment for all.

REPRESENTATIONS AND CERTIFICATIONS

Proposer certifies the following

That they are a: _____ Certified Vendor for the Items in this Bid

Business is operated as: _____ an Individual
_____ a Partnership
_____ a Corporation
Incorporated in the State of _____

Company Name: _____

Company Address: _____

Company Phone: _____

Company Website: _____

Signature of person authorized to sign bid: _____

Printed name: _____

Title: _____

Date: _____

Email address: _____



IV. Submittal Document 2: Schedule of Proposed Fees

Schedule of Proposed Fees – Please include details on what deliverables will be provided .

		Note: Proposers provide projected hours/billing rate for each task over the four-year contract term.				
1.1		Perform financial assessment and analysis.				
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					Task Subtotal	\$
1.2		Assess existing financial plans and develop future funding plans.				
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$
					\$	\$
					\$	\$
					Task Subtotal	\$
1.3		Identify and analyze potential funding and financing sources.				
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$

					\$	\$
					\$	\$
					\$	\$
				Task Subtotal		\$
1.4	Analyze and evaluate delivery methods.					
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$
					\$	\$
					\$	\$
				Task Subtotal		\$
1.5	Provide financial procurement assistance.					
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$
					\$	\$
					\$	\$
				Task Subtotal		\$
1.6	Prepare analysis for the Commission's Business Plan and other Commission planning documentation and financial reports					
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$
					\$	\$
					\$	\$
				Task Subtotal		\$

1.7		Develop other revenue analyses and plans.				
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$
					\$	\$
					\$	\$
				Task Subtotal		\$
1.8		Analyze financial elements of contracts, contract data, processes and potential gaps.				
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$
					\$	\$
					\$	\$
				Task Subtotal		\$
1.9		Provide analysis on existing and recommended future processes and procedures .				
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$
					\$	\$
				Task Subtotal		\$
1.10		Contract Management				
	EMPLOYEE	FIRM NAME	CLASSIFICATION	PROJECTED HOURS	BILLING RATE/hr.	Total Cost
					\$	\$
					\$	\$
					\$	\$
				Task Subtotal		\$

				Subtotal All Tasks	\$
				Other Direct Costs	\$
				Total Contract Costs	\$

Optional/Additional Proposed Fees (Optional) – Please include details on what additional deliverables will be provided outside the Scope of Work. Upon evaluation of the proposal the Commission may elect to include additional deliverables.

Additional Tasks (#)	Description/Deliverables	Price
		\$
		\$
Total Annual Additional Costs		\$

Total Costs (Total Annual Project Cost + Total Additional Cost)	\$
--	-----------

V. Submittal Document 3: Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Dated: _____

By:

Authorized Signature for
Contractor

Printed Name & Title



VI. Submittal Document 4: Non-collusion Declaration

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [date], at _____ [city], _____ [state]."
(Amended by Stats. 2011, Ch. 432, Sec. 37. (SB 944) Effective January 1, 2012.)

Printed Name of Document Signer

Signature of Document Signer



VII. Submittal Document 5: California 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 twelve 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.

A list of the Santa Cruz County Regional Transportation Commission's (RTC) Commissioners and their Alternates is available on the RTC website <https://sccrtc.org/about/commission-members/> and is incorporated herein as if attached. Proposers/bidders are responsible for accessing this link to review the names prior to answering the following questions:

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 RTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

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 RTC commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

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

Date

(signature of authorized official)

Company Name

(type or write appropriate name, title)



VIII. Submittal Document 6: Exceptions to the Scope of Contract

Contractors shall fully describe any exceptions to the contract, in the space provided below. Attach an additional sheet if more space is necessary. Any exception taken shall be fully described to allow the RTC to evaluate its acceptance.

Section	Description of exception
<hr/>	<hr/>
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IX. Submittal Document 7: Exceptions to the RTC Standard Contract

This form shall include any exceptions the Respondent takes to the "RTC Standard Contract" included as Attachment 1 of this RFP which includes compensation, invoicing, payment, indemnity, and insurance requirements. If proposer takes no exceptions, state "Proposer takes no exceptions to RFP2213 requirements."



X. Attachment 1: Sample Professional Services 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.

Name	Firm	Function

- 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>> on a time and materials basis at the rates and conditions set out 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. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.
- C. 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.
- D. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- E. 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.
- F. 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:

Tracy New, Director of Finance and Budget
tnew@scrtc.org and accountspayable@scrtc.org

The invoices must include the following information:

- 1. This agreement number and project name;
- 2. Services provided and the dates;
- 3. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
- 4. Itemized expenses incurred during the billing period;
- 5. Total invoice/payment requested;
- 6. Total amount previously paid under this AGREEMENT;



7. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work; and
8. 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.

6. 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. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here: _____ / _____
- 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: ____/____.

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:



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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.



16. 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.

17. 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.

18. 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.

19. 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.

- 20. 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."

21. 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.

22. 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:

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

By _____
Name
Title

By _____
Sarah Christensen
Executive Director

Date _____

Date _____

Firm
Address 1
Address 2
Telephone
Email

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

3. APPROVED AS TO FORM:

4. APPROVED AS TO INSURANCE:

By _____
Steve Mattas
RTC Counsel

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Date _____

Distribution: RTC Contract Manager, RTC Contracts, CONSULTANT



Agreement No. TP2213

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 A 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.

Name	Function
David Leifer	Senior Manager Director
Melissa Shick	Managing Director

- C. No person named in paragraph B of this Article or in Scope of Services (Exhibit A), 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 B).
- E. The CONSULTANT’s Project Manager shall meet with the COMMISSION’s Contract Manager, as needed, to discuss progress on the contract.

2. COMPENSATION.

In consideration for CONSULTANT accomplishing work to be performed under this AGREEMENT (as described in Exhibit A Scope of Services), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule, dated <<Date>>, attached hereto (Exhibit B) and incorporated by reference. Total payment shall not exceed \$300,000 on a time and materials basis at the rates and conditions set out in Exhibit B. If there is any conflict between the

approved Fee Schedule (Exhibit B) 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. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.
- C. 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 A), the COMMISSION may terminate this AGREEMENT in accordance with the provisions of Section 4 of this AGREEMENT.
- D. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- E. 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.
- F. 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:

Director of Finance and Budget

@sccrtc.org and accountspayable@sccrtc.org

The invoices must include the following information:

1. This agreement number and project name;
2. Services provided and the dates;
3. Labor (staff name, hours charged, hourly billing rate, current charges and cumulative charges) performed during the billing period by task;
4. Itemized expenses incurred during the billing period;
5. Total invoice/payment requested;
6. Total amount previously paid under this AGREEMENT;
7. Report of expenditures by CONSULTANT and subconsultants for each task and subtask or milestone and estimated percentage completion by such divisions of work; and

8. 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 June 30, 2029, unless earlier terminated or extended by contract amendment. Two 2-year extension options may be exercised and the amendments executed at the Commission's discretion as described in the request for proposal (RFP2213).
- 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 the expiration, termination, or suspension of this AGREEMENT.

6. 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. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here: ____ / ____.
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: ____/____.

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
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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS.

- A. CONSULTANT and subconsultants 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.
- B. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- C. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- D. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to COMMISSION.

- E. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

13. 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.

- 14. 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.

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

- 16. 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.

17. 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.

18. 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.

19. 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 B).
- 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.

20. 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.

21. 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.”

22. 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.

23. 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 A: Scope of Services
- Exhibit B: Fee Schedule
- Exhibit C: Levine Act Statement

DRAFT

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. TP2213

1. CONSULTANT:

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

By _____
David Leifer
Senior Managing Director

By _____
Sarah Christensen
Executive Director

Date _____

Date _____

KNN Public Finance, LLC
1300 Clay Street, Suite 1000
Oakland, CA 94612
(510) 839-8200
dleifer@knninc.com

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

3. APPROVED AS TO FORM:

4. APPROVED AS TO INSURANCE:

By _____
Steve Mattas
RTC Counsel

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Date _____

Distribution: RTC Contract Manager, RTC Contracts, CONSULTANT

EXHIBIT A

SCOPE OF SERVICES

-- Placeholder --

(See RFP, final scope of services pending RTC negotiations)

DRAFT

DATE: July 28, 2025

TO: **Santa Cruz County Regional Transportation Commission**
 Luis Mendez | lmendez@sccrtc.org
 Bouapha Toommaly | bouapha@sccrtc.org
 Cindy Convisser | cconvisser@sccrtc.org

FROM: KNN Public Finance

RE: FEE SCHEDULE FOR MUNICIPAL ADVISOR CONTRACT

KNN Public Finance, LLC (“KNN”) is submitting this fee schedule for the delivery of municipal advisory services under a new contract with Santa Cruz County Regional Transportation Commission (“RTC” or the “Commission”). The following is reflective of our response to RTC’s Request for Proposals for Financial Advisory Services (RFP 2213) and as further revised and discussed with RTC staff.

Overall, our fee approach under a general municipal advisor contract is to charge on an hourly basis for on-call advisory services, typically charged against a not-to-exceed amount established at the beginning of each task or against a not-to-exceed amount for a given fiscal year. For transaction services, we establish a fixed fee based on the complexity and size of the specific transaction, with our fee being contingent upon the close of financing.

NON-TRANSACTION SERVICES | HOURLY FEES

Our hourly fees for on-call, hourly financial advisory (e.g. updating and implementing financial strategies, plans, models, and policies, etc.) and pre-transaction services (e.g. preparation of a plan of finance, cash flow model updates, analysis of alternative financing approaches, presentations to staff and Commission, etc.) are provided in the table below. Our hourly rate schedule is subject to a 3% annual escalation – as approved by RTC each year – over the term of the contract.

KNN Hourly Rate Schedule for RTC

TITLE	YR 1 Rates	YR 2 Rates	YR 3 Rates	YR 4 Rates
Senior Managing Director	\$415	\$427	\$440	\$453
Managing Director	\$400	\$412	\$424	\$437
Director	\$375	\$386	\$398	\$410
Vice President	\$350	\$361	\$371	\$382
Assistant Vice President	\$300	\$309	\$318	\$328
Associate	\$265	\$273	\$281	\$290
Analyst	\$240	\$247	\$255	\$262

>>Reflects 3% annual increases

TRANSACTION SERVICES | FIXED FEES

For municipal advisory services related to debt offerings, KNN typically negotiates fixed fees at the time the plan of finance is known, based on factors that impact complexity and time commitments, such as bond structure, credit structure, financing vehicle, interest rate mode, and the method of sale (public versus private offering). Such fixed transaction fees are paid from bond proceeds (i.e., cost of issuance) and payment is contingent on the successful closing the bonds. Contingent fee structures do raise a potential conflict of interest, which is addressed in our MSRB G-42 disclosure statement provided in **Attachment | KNN Disclosures**.

REIMBURSEABLE EXPENSES

KNN will seek reimbursement for actual out-of-pocket travel expenses and other costs associated with on-call advisory and transaction engagements, including color copying, outside printing and copying, and outside sources of data. Included in these expenses is \$550 data charge for access to Bloomberg, TM3, and DBC subscription services, when utilized. KNN shall obtain prior written authorization from the RTC’s Contract Manager, or designee.

ATTACHMENT: KNN REGULATORY DISCLOSURES

DISCLOSURES PURSUANT TO MSRB RULE G-42

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of KNN Public Finance, LLC (“KNN Public Finance”) and its associated persons.

Conflicts of Interest

Other Municipal Advisor Relationships. KNN serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another KNN client. For example, KNN serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it will to your entity, if hired. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, KNN could potentially face a conflict of interest arising from these competing client interests. KNN fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

Compensation. KNN Public Finance represents that in connection with the issuance of municipal securities, KNN Public Finance may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, KNN Public Finance hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding KNN Public Finance’s ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair KNN Public Finance’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

If KNN Public Finance becomes aware of any additional potential or actual conflict of interest after this disclosure, KNN Public Finance will disclose the detailed information in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

KNN Public Finance, LLC, has never been subject to any legal, disciplinary or regulatory actions nor was it ever subject to any legal, disciplinary or regulatory actions previously, when it was a division of Zions First National Bank or Zions Public Finance, Inc.

A regulatory action disclosure has been made on Form MA-I for one of KNN Public Finance municipal advisory personnel relating to a 1998 U.S. Securities and Exchange Commission (“SEC”) order that was filed while the municipal advisor was employed with a prior firm, (not KNN Public Finance). The details of which are available in Item 9; C(1), C(2), C(4), C(5) and the corresponding regulatory action DRP section on Form MA and Item 6C; (1), (2), (4), (5) and the corresponding regulatory action DRP section on Form MA-I. Issuers may electronically access KNN Public Finance’s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

The SEC permits certain items of information required on Form MA and Form MA-I to be provided by reference to such required information already filed on a regulatory system (e.g., FINRA CRD). The above noted regulatory action has been referenced on both Form MA and MA-I due to the information already filed on FINRA’s CRD system and is publicly accessible through BrokerCheck at <http://brokercheck.finra.org>. For purposes of accessing such BrokerCheck information, the Municipal Advisor’s CRD number is 4457537.

There has been no change to any legal or disciplinary event that has been disclosed on KNN Public Finance’s original SEC registration Form MA filed on February 8, 2016 or Form MA-I’s filed on January 22, 2016.

DISCLOSURES PURSUANT TO MSRB RULES G-10

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- a) KNN Public Finance, LLC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- b) Within the Municipal Securities Rulemaking Board (“MSRB”) website at www.msrb.org, RTC may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

EXHIBIT C

VII. Submittal Document 5: California 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 twelve 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.

A list of the Santa Cruz County Regional Transportation Commission's (RTC) Commissioners and their Alternates is available on the RTC website <https://sccrtc.org/about/commission-members/> and is incorporated herein as if attached. Proposers/bidders are responsible for accessing this link to review the names prior to answering the following questions:

- 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 RTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

- 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 RTC commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

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

April 11, 2025

Date
KNN Public Finance, LLC

Company Name



(signature of authorized official)
Melissa Shick, Managing Director

(type or write appropriate name, title)



RESOLUTION NO.

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of August 7, 2025
on the motion of Commissioner
duly seconded by Commissioner

**RESOLUTION APPROVING AWARD OF CONTRACT TO KNN PUBLIC FINANCE, LLC
FOR FINANCIAL ADVISORY SERVICES (RFP #2213)**

WHEREAS, the Santa Cruz County Regional Transportation Commission (RTC) issued Request for Proposals No. 2213 to solicit qualified firms to provide professional financial advisory services to support long-term fiscal planning, debt issuance, and Measure D program implementation; and

WHEREAS, the scope of work includes advising on strategic financial planning, evaluating bond and borrowing options, assisting with credit ratings, preparing bond documents, and modeling project cash flows; and

WHEREAS, proposals were received and evaluated in accordance with the RTC's procurement policies and the criteria outlined in the RFP; and

WHEREAS, interviews were conducted with both firms, and KNN Public Finance, LLC was selected as the top-ranked proposer based on qualifications, relevant experience, and demonstrated understanding of RTC's financial needs; and

WHEREAS, KNN Public Finance, LLC has provided financial advisory services to RTC since 2019 and has extensive experience supporting California transportation agencies with similar long-term capital programs; and

WHEREAS, KNN Public Finance, LLC meets all minimum qualification and regulatory requirements outlined in RFP #2213 and has submitted a responsive proposal with a not-to-exceed fee of \$300,000 for the initial four-year contract term; and

**THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION THAT:**

1. The Executive Director is hereby authorized to negotiate and execute the final agreement with KNN Public Finance, LLC for a period of four years for a not to exceed amount of \$300,000 and to take any administrative actions necessary to implement the contract, subject to approval by legal counsel.
2. Authorizes the option to extend the contract for an additional two years, at the Commission's discretion, contingent on performance and funding availability.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Eduardo Montesino, Chair

ATTEST:

Sarah Christensen, Secretary