



SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

1523 Pacific Ave., Santa Cruz, CA 95060-3911 • (831) 460-3200 FAX (831) 460-3215 EMAIL info@sccrtc.org

-- NOTICE -- REQUEST FOR PROPOSALS (RFP) FOR BOND COUNSEL AND DISCLOSURE COUNSEL

The Santa Cruz County Regional Transportation Commission (RTC) seeks responses from qualified firms to provide bond counsel and disclosure counsel services to the RTC in connection with its debt issuances. The Santa Cruz County Regional Transportation Commission (RTC) is anticipating the issuance of Sales Tax Revenue Bonds to finance transportation projects authorized under Measure D, the half-cent sales tax measure approved by voters in 2016. Measure D provides a dedicated source of revenue to support a wide range of transportation improvements throughout the county.

The RTC may select a firm for each of the two separate categories of legal services or may award to a single firm; thus, multiple firms may be selected by the RTC to provide services for various transaction types, as needed, through June 30, 2027. The RTC may also elect to extend the term of this engagement by two years

Issue Date:
November 18, 2025

Closing Date:
January 8, 2026

Interested parties must submit (1) electronic PDF version of the proposal with fee schedule by the closing date.

Proposals relating to this RFP shall be submitted or delivered to:

Santa Cruz County Regional Transportation Commission (RTC)
Subject: Bond and Disclosure Counsel RFP 2602
Attention: Nisha Singh, Director of Internal Services
Mail: 1101 Pacific Avenue, Suite 250 Santa Cruz, CA 95060
Electronic: nsingh@sccrtc.org | Phone: 831-460-3200

This notice, along with its enclosures, comprises the Request for Proposals (RFP) for this project. Responses should be submitted in accordance with the instructions set forth in this RFP. Email inquiries relating to this RFP should include "Bond Counsel and Disclosure Counsel services RFP2602" in the subject header. The RTC reserves the right to amend the RFP by addendum before the final proposal submittal date. This RFP and addenda will be available at: <https://www.sccrtc.org/about/working-with-the-rtc/#consulting>



SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

1523 Pacific Ave., Santa Cruz, CA 95060-3911 • (831) 460-3200 FAX (831) 460-3215 EMAIL info@sccrtc.org

DATE: November 18, 2025
TO: Interested Consultants
FROM: Sarah Christensen, Executive Director
SUBJECT: Bond Counsel and Disclosure Counsel – RFP2602

INVITATION

The Santa Cruz County Regional Transportation Commission (RTC) seeks responses from qualified firms to provide bond counsel and disclosure counsel services to the RTC in connection with its debt issuances. The Santa Cruz County Regional Transportation Commission (RTC) is anticipating the issuance of Sales Tax Revenue Bonds to finance transportation projects authorized under Measure D, the half-cent sales tax measure approved by voters in 2016. Measure D provides a dedicated source of revenue to support a wide range of transportation improvements throughout the county.

The RTC intends to select either one firm that can provide both Bond and Disclosure services or separate firms for each need; thus, multiple firms may be selected by the RTC to provide services for various transaction types, as needed, through June 30, 2027. The RTC may also elect to extend the term of this engagement by two years

The proposal is due to the RTC **by 12:00 PM PST on January 8, 2026**. Responses to the RFP received after the date and time specified will not be considered. Responses to this RFP shall be considered firm offers to enter into a contract, as described in this RFP, for a period of ninety (90) days from the time of submittal. Completed proposals and inquiries relating to this RFP shall be submitted to:

Nisha Singh, Director of Internal Services
Santa Cruz County Regional Transportation Commission
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
831-460-3200 ~ nsingh@sccrtc.org

Email inquiries relating to this Request for Proposals should include “*Bond Counsel and Disclosure Counsel RFP 2602*” in the subject header.



BACKGROUND:

The Santa Cruz County Regional Transportation Commission (RTC) is a state-designated public agency with regional transportation planning and project implementation responsibilities that cross city-county boundaries. The RTC serves Santa Cruz County as the regional transportation planning agency (RTPA) per Government Code 67940 and 67941, the Transportation Planning Agency per Public Utilities Code 99214, the service authority for freeway emergencies (SAFE) per Streets and Highways Codes 2550 to 2559, the Designated Transportation Planning Agency per Government Code 29532.1, and the Local Transportation Authority per Public Utilities Code 180000 et seq. and local ballot Measure D. Serving in those roles, the RTC produces planning and funding documents and studies; receives and distributes federal, state and local funds; hires consultants and contractors; and develops and implements service and capital projects.

In addition, the RTC purchased the 32-mile Santa Cruz Branch Rail Line (Branch Line) from Union Pacific Railroad in 2012. The Branch Line is an active rail line, with freight and recreational rail service. The RTC owns the right of way, and the short line railroad operator Saint Paul & Pacific Railroad, owns the operating rights as the owner of an easement for rail freight purposes and an RTC issued license for recreational rail services. The short line railroad operator is the common carrier for freight purposes designated by the Surface Transportation Board (STB).

PROJECT DESCRIPTION:

Santa Cruz County Regional Transportation Commission (SCCRTC) is seeking proposals for Bond Counsel and Disclosure Counsel services. The services needed are listed on the proposed Scope of Services (Attachment A). The Bond Counsel and Disclosure Counsel serve as SCCRTC's legal counsel in connection with its sales tax revenue bond borrowings.

RFP DEFINITIONS:

Throughout this RFP, the following definitions will be used:

- "Contract" means a written agreement executed between the RTC and a selected respondent.
- "Consultant" or "Contractor" means the firm, team, or person qualified to provide services described in this RFP.
- "Respondent" means an individual, team, joint venture, or a company that submits, or intends to submit, a Proposal in response to this RFP.
- "RFP" or "Request for Proposals" means the process described in this document.
- "RFP Response" and "Proposal" mean all documents submitted by a respondent in reply to this RFP request.
- "RTC Contract Manager", "RTC Project Manager", or "Contract Administrator" means the lead RTC staff assigned to oversee work of the consultant selected to implement this project.
- "RTC website" means the website maintained by the Santa Cruz County Regional Transportation Commission (RTC) at www.sccrtc.org.



INQUIRIES:

Inquiries will be accepted by phone, mail or email. All inquiries related to this RFP should be directed to:

Nisha Singh, Director of Internal Services
1101 Pacific Avenue, Suite 250, Santa Cruz, CA 95060
Phone: 831-460-3200 / Email: nsingh@sccrtc.org

Information obtained from other sources is not official and should not be relied upon for completion of the RFP. Inquiries and answers may be documented and available on the RTC website to all potential respondents at the RTC's option.

Questions, Requests for Clarification and Additional Info on this RFP:

The RFP and any subsequent information regarding this RFP, including changes made to this document and questions/responses on this RFP, will be posted on the RTC's website: <http://www.sccrtc.org/about/working-with-the-rtc/#consulting>. It is the sole responsibility of the respondent to check the website for addenda to the RFP documents. Any questions, requests for clarification or exceptions to RFP requirements must be received by RTC no later than 12:00 PM on December 19, 2025 to guarantee response. Email questions or requests for clarification to: nsingh@sccrtc.org. Responses to questions concerning this RFP posed before this deadline will be posted on the RTC website: <http://www.sccrtc.org/about/working-with-the-rtc/#consulting> by 5:00 pm on December 22, 2025.

Closing Date for RFP Responses:

By 12:00 PM on January 8, 2026, the RTC must receive one (1) electronic copy of the proposal and cost estimate with rate sheet to the email or mail addresses listed on the cover of this RFP. Proposal materials received after this time will not be considered. If electronic copies are too large to email, please submit on a flash drive with the hard copy of your proposal.

Addenda to RFP: The RTC reserves the right to amend this RFP at any time up until the due date. Any amendments to or interpretations of the RFP shall be described in written addenda posted on the RTC website. If the RTC determines that an addendum requires significant changes to proposal preparation, it may extend the proposal submission deadline by a number of days deemed necessary to give Proposers adequate time to revise their proposals. revised due date will be stated in the addendum. All addenda issued shall become part of the RFP.

SELECTION PROCESS:

The RTC will establish a committee to review the proposals and develop a short-list of consultants. Based on the evaluation of proposals, oral interviews between the review committee and the highest ranked firm(s) may be conducted. It is expected that key staff proposed to work on the project will attend interviews conducted as part of the selection process. Based on the final rankings of consultants, one or more consulting firms will be recommended for engagement to the RTC board.



The RTC staff will meet with one or more qualified consultant or consultant teams and will attempt to negotiate a final Scope of Work and a Fee Schedule for the required services. Should any qualified consultant or consultant team and the RTC fail to successfully negotiate a final scope of work and a mutually agreed upon fee schedule for the required services, then the RTC reserves the right to enter negotiations with the next ranked consultant for performance of the work. In some cases, ability to complete a project to meet a specific schedule or deadline may be an important criterion for selection of the consultant.

Further, the RTC may, or may not, also negotiate contract terms with selected proposers prior to award, and expressly reserves the right to negotiate with several proposers simultaneously and, thereafter, to award a contract to the proposer offering the most favorable terms to the RTC. The proposal submitted, therefore, should contain the consultants' most favorable terms and conditions, because the selection and award may be made without further discussion with any proposer. The RTC will submit the consultant considered to be the most responsive and competitive to the RTC board for consideration and selection. The RTC reserves the right to accept or reject any and all firms, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all proposers at any stage of the evaluation.

The selection process shall be based upon the determination of the most qualified consultant offering the best value to the RTC. Factors to be considered in selecting the consultant(s) are indicated in the table below:

Table 1: Selection Criteria

1. Understanding of work to be done & local context	<i>Up to 15 points</i>
2. Specialized experience with similar kinds of work	<i>Up to 25 points</i>
3. Quality of staff for work to be done, including experience and qualifications of the project manager, the team, and the key staff with similar work	<i>Up to 25 points</i>
4. Technical ability in connection with the type of services required	<i>Up to 20 points</i>
5. Past record of performance on contracts with RTC, other government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, and ability to meet schedules	<i>Up to 15 points</i>
6. Maximum: 100 points	

SUBMITTAL REQUIREMENTS/ FORMAT

The proposal must include the names and qualifications of all personnel to be employed on the project. The proposal should provide a short description of the firm's experience with projects that relate to this Scope of Work. A list of relevant past clients including contact information should be included.

A. Project Team

The proposal shall clearly identify Project Manager(s) and include the names and qualifications of all personnel of the proposed team to be assigned to future contracts and a chart representing the organizational structure of the team. The proposal shall demonstrate that the key personnel have the time available to work on the project. The proposal shall include the estimated number of hours per week individual personnel will be available for RTC projects when they arise.

B. Demonstrated Knowledge

The proposal shall include the assigned project team's demonstrated knowledge of, expertise and experience with providing similar services and completing similar types of work. Specific expertise should be shown in:

Bond Counsel

- **Municipal Finance Law:** Comprehensive understanding of federal, state, and local laws governing municipal bonds, including tax-exempt financing regulations.
- **Federal Tax Regulations:** Expertise in IRS rules related to tax-exempt bonds, private-activity tests, arbitrage and rebate requirements, and post-issuance compliance.
- **Debt Structuring:** Experience establishing the legal framework for the issuance of special tax bonds (namely, sales tax revenue bonds), and other municipal debt instruments.
- **Validation and Authorization Processes:** Familiarity with legal procedures for bond issuance, including authorizing resolutions, elections (if applicable), and validation actions.
- **Drafting Legal Documents:** Proficiency in preparing bond resolutions, indentures, trust agreements, loan agreements, closing documents, and legal opinions on validity and tax status.
- **State Law Expertise:** Strong working knowledge of California Government Code, Public Resources Code, and other applicable authorities.
- **Public Agency Governance:** Understanding of board/commission approval processes and public meeting laws.
- **Complex Financing Transactions:** Demonstrated experience with refunding's, new money bonds, COPs, P3 financing structures, and multi-agency or regional projects.
- **Rating Agency and Investor Relations:** Ability to support the issuer in providing required legal information during rating reviews and investor outreach.

Disclosure Counsel

- **Federal Securities Law:** In-depth knowledge of the Securities Act, Exchange Act, SEC Rule 10b-5, and Rule 15c2-12 disclosure obligations.
- **Official Statements and Offering Documents:** Expertise in drafting, reviewing, and validating Preliminary and Final Official Statements and related disclosure materials.



- **Issuer Due-Diligence Processes:** Strong understanding of best practices for conducting disclosure due diligence, including interviews, data verification, and risk assessment.
- **Securities Law Compliance:** Knowledge of SEC regulations, antifraud provisions, and continuing disclosure requirements impacting bond issuers.
- **Material Event Disclosure:** Knowledge of continuing disclosure requirements and material event reporting under Rule 15c2-12.
- **Public Agency Financial Reporting:** Ability to interpret and explain financial statements, budgets, and long-term financial obligations in public disclosure documents.
- **Risk Factors Development:** Experience drafting clear and comprehensive risk factor sections tailored to an issuer's financial, legal, and operational environment.
- **Review of Third-Party Reports:** Ability to evaluate information from engineers, consultants, auditors, rating agencies, and incorporate it appropriately into disclosure documents.
- **Training and Compliance:** Knowledge of best practices for training staff on disclosure obligations and establishing internal continuing disclosure policies.

C. Approach/Work Plan

The proposal shall:

- Establish the respondent's understanding of the RTC's objectives and work requirements and the respondent's ability to satisfy those objectives and requirements.
- Identify and describe approach based on the services described in the scope of services.

D. References

The proposal shall include at least three (3) recent references from past clients for similar types of contracts.

E. Exceptions to the Contract

Respondents shall be prepared to accept the terms and conditions of the contract provided herein as Attachment B, which include requirements for Compensation, Indemnity and Insurance. If a Proposer desires to take exception to the above, Proposer shall provide a written section describing the exceptions to the Contract, which shall include the following:

1. Proposer shall clearly identify each proposed change to the Agreement, including all relevant exhibits.
2. Proposer shall include the reasons as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the Agreement or proposed compensation terms may be determined by the RTC, at its sole discretion, to be unacceptable and no longer



considered for award. Only the exceptions stated in the Proposal will be considered when negotiating the Agreement.

The RTC may accept the proposal or negotiate the terms and conditions of the Agreement with the highest-ranked firm. If mutually agreeable terms are not reached, the RTC reserves the right to terminate negotiations and may open negotiations with the next highest-ranked firm. RTC further reserves the right to terminate negotiations at any point without obligation to contract for services with any firm. If a proposer wishes to recommend a change to any standard RTC contract provision, the provision and any proposed alternative language must be requested in writing prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change or exception is requested in writing, the consultant will be deemed to accept RTC's standard contract provisions.

Response Due Date: All documents must be submitted to the Santa Cruz County Regional Transportation Commission via email at: <mailto:nsingh@sccrtc.org> by **12:00 noon on January 8, 2026.**

PROPOSED SCHEDULE

November 18, 2025	Distribute RFP
December 12, 2025	Preproposal Meeting (Zoom)
December 19, 2025	Requests for clarification/questions due
January 8, 2026	Response to RFP due from Consultants
January 16, 2026	Interview Top Ranked Consultants
February 5, 2026	Recommended consultant approved by the RTC
February 6, 2026	Consultant Notice to Proceed

GENERAL CONDITIONS

Respondent's Proposal Preparation Expenses: Respondents are solely responsible for their own expenses in preparing and submitting a response to this RFP as well as for subsequent interviews and contract negotiations with the RTC. The RTC will not be liable to any respondent for any costs or damages incurred by the respondent in preparing the RFP response, loss of anticipated profit, or for any other claim.

Ownership of RFP Responses: All documents, including specific RFP responses, submitted to the RTC become the property of the RTC. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), except that the RTC may withhold from disclosure clearly marked confidential trade secret information contained in any proposal, and proposer's submission of information so marked shall constitute its agreement to defend and indemnify the RTC from any claim or liability for



nondisclosure thereof. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.

Collection and Use of Personal Information: Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable for the collection and dissemination of personal information, including resumes and other personal information concerning respondent employees and employees of any proposed subconsultants.

Non-Commitment of RTC: This RFP is not an agreement to purchase or contract for services. The RTC reserves the right to modify or cancel in whole or in part this RFP, to reject any and all proposals, to accept the proposal they consider most favorable to the RTC's interests in their sole discretion, and to waive irregularities or informalities in any proposal or in the proposal procedures. The RTC reserves the right, in its sole discretion, not to enter into a contract as a result of this RFP. The RTC further reserves the right to reject all proposals and seek new proposals when the RTC considers such procedure to be in their best interests. All responses will be assessed in light of the needs described in this RFP, including the Scope of Services. The RTC is under no obligation to receive further information, written or oral, from any respondent. Any award will be to the consultant(s) whose Proposal is, in the sole judgment of the RTC board on the basis of the evaluation criteria herein, most advantageous to RTC.

Changes to Proposals Prior to Closing Date: Any proposals received prior to the due date and time specified above may be modified by written request of the proposer. Any modification must be received by the proposal due date and time specified in this RFP. After that date, no additional wording or comments will be added to the response unless requested by the RTC for purposes of clarification.

Modification of RFP Terms: The RTC reserves the right to modify the terms of this RFP at any time, and may cancel this RFP or further review of responses at any time without entering into a contract. It is the sole responsibility of prospective and actual respondent to check for modifications of and additional information pertaining to the RFP on the RTC website: <http://www.scrtc.org/about/working-with-the-rtc/#consulting>.

Notification of Further RFP Respondent Review and Interview Not Binding: A respondent may withdraw from consideration at any time by notifying the RTC in writing, by phone or by email. The RTC may, at its sole discretion, withdraw the name of a respondent for further review by notifying the respondent in writing, by phone or by email. Notice in writing, by email or by phone to a respondent that it has been identified as a candidate for further review and an interview will neither constitute a contract, nor give the respondent any legal or equitable rights or privileges relative to this RFP.



Contract: Any contract proposed with a selected respondent shall comply with all public contracting statutes applicable in the State of California. For your reference, a sample contract is enclosed as Attachment B.

Conflict of Interest: The prospective consultant shall demonstrate no conflicts of interest, and a commitment to avoid potential conflicts that might arise from work performed for others, past associations or pending relationships. Prospective consultants shall disclose any financial, business or other relationship with RTC that may have an impact upon the outcome of this contract or RTC construction projects. The prospective consultant shall also list current clients who may have a financial interest in the outcome of this contract or RTC projects that will follow. In particular, the prospective consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on RTC projects.

Past and future contracts: Firms that have participated in past studies or other activities associated with the current RFP are not precluded from submitting proposals for this contract. The firm selected to conduct the work under this RFP will not be precluded from conducting work on future projects by the RTC.

Local, State, and Federal Regulations: Any contract awarded under this request for professional proposals may be funded in part by the State Transportation Improvement Program. The consultant must be able to meet requirements for contracts using local, state and/or federal transportation funds, and local, state and federal grant language will be incorporated into the contract, as applicable. This includes, but may not be limited to, applicable provisions set forth in the Caltrans *Local Assistance Procedures Manual (LAPM)* and Caltrans Division of Transportation Planning: *Master Fund Transfer Agreement*.

The selected consultant(s) shall also have all state and local licenses required by applicable law for the performance of the services or any portion thereof.

Financial Management and Accounting System Requirements: Contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

Nondiscrimination

The prospective consultant must certify compliance with nondiscrimination requirements of the RTC pertaining to the development, implementation and maintenance of a nondiscrimination program. The prospective consultant's signature affixed to and dated on the cover letters shall constitute a certification under penalty of perjury under the laws of the State of California that the proposer has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.



Final Selection and Protests

Respondents not selected for interview or contract award will be informed by mail and/or email. Upon request, the RTC will offer a debriefing to respondents who were not selected, at a mutually agreeable time after award of the contract.

A proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or may object to the selection of a particular consultant on the grounds that RTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied. Any objection must be submitted in writing to the RTC Contract Manager and must include an explanation of the basis for the objection:

1. No later than 4:00 pm on the fifth business day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 pm on the fifth business day after the date the proposer is notified that its Proposal was found to be non-responsive or did not meet the minimum qualifications, for objections to rejection of a Proposal; or
3. No later than 4:00 pm on the fifth business day after the date on which a proposer is notified that it was not recommended for selection, or that another proposer is recommended for selection for objections to consultant selection.

Except concerning initial determinations of non-responsiveness, the evaluation record shall remain confidential until the RTC authorizes the award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail. The RTC Contract Manager will respond to the objection in writing within thirty days. No contract to a consultant shall be executed until the expiration of the objection period or, if an objection is filed, the issuance of a written response to the protest by the RTC Contract Manager.

The proposer may appeal the decision of the RTC Contract Manager by filing a written appeal with the RTC Executive Director, no less than three (3) working days after receipt of the written response from the RTC Contract Manager. The Executive Director's decision will be final.

QUESTIONS

If you need assistance or have any questions, please call Nisha Singh at (831) 460-3200 or nsingh@sccrtc.org.

Attachments:

- A. Scope of Services
- B. Sample RTC Standard Agreement for Professional Services

ATTACHMENT A

Scope of Work Santa Cruz County Regional Transportation Commission (RTC) Bond Counsel and Disclosure Counsel

Santa Cruz County Regional Transportation Commission (SCCRTC) is seeking proposals for Bond Counsel and Disclosure Counsel services. Firms may submit a response to serve in one or both roles. SCCRTC may appoint separate Bond Counsel and Disclosure Counsel firms or may procure a single firm to serve in both roles.

A. Bond Counsel Services

Serve as SCCRTC's legal counsel in connection with its sales tax revenue bond borrowings. The selected Bond Counsel firm will be required to perform the following upon request of the SCCRTC, as appropriate:

1. Prepare all legal documents for the authorization, issuance, and sale of the bonds, including closing documents and transcripts.
2. Attend working group and due diligence meeting/conference calls as necessary, or when specifically requested by SCCRTC to attend. Attend SCCRTC Commission meetings as necessary and requested.
3. Participate, when requested, in activities associated with rating agency meeting/calls.
4. Provide an objective legal opinion with respect to the valid authorization and issuance of the SCCRTC's bonds and whether the interest paid is tax-exempt under federal and/or state laws and regulations (and other opinions customary for the SCCRTC's issuance of sales tax revenue bonds).
5. Provide continuing advice regarding any necessary actions required of the SCCRTC to ensure that interest will continue to be tax-exempt.
6. Provide any and all legal consultations requested by the SCCRTC concerning the proposed offering at any time after their delivery.
7. Provide guidance to SCCRTC staff, legal counsel, and Municipal Advisor on borrowing authority, legal requirements, and the formulation of the legal structure for sales tax revenue bond issuance.

8. Assist with establishing an agreement between SCCRTC and the California Department of Tax and Fee Administration (CDTFA) regarding the transfer of sales tax revenues to the bond trustee.
9. Review the proposed project list and advise on eligibility for tax-exempt financing under IRS rules, including guidance on spend-down requirements, private use limitations, and other federal tax law considerations.
10. Assist in the preparation of tax regulatory agreements and provide legal support to ensure compliance with post-issuance tax requirements and IRS reporting obligations.

B. Disclosure Counsel Services

Serve as SCCRTC's counsel in connection with the development of its disclosure for the sale and issuance of sales tax revenue bonds. The selected Disclosure Counsel firm will be required to perform the following upon request of the SCCRTC, as appropriate:

1. Consult and work with SCCRTC staff, Municipal Advisor, underwriter(s), and other consultants, to assist in the development of sales tax revenue bond disclosure documents.
2. Provide SCCRTC staff and the SCCRTC Commission guidance on issuer obligations and requirements, as requested. Conduct disclosure training to staff and Commission members as may be requested.
3. Prepare the Preliminary Official Statement and Final Official Statement, the continuing disclosure certificate and other disclosure documents in connection with a public offering.
4. Confer and consult with staff on all matters relating to the Preliminary Official Statement and Final Official Statement.
5. Attend working group and due diligence meeting/conference calls as necessary, or when specifically requested by the SCCRTC to attend. As requested, attend and present at SCCRTC Commission meetings.
6. Review and comment on any investor presentation prepared by the SCCRTC and the underwriter, as needed.
7. Render a disclosure opinion to the SCCRTC and to the underwriter.

8. Provide any and all disclosure consultations requested by the SCCRTC concerning the public offering at any time after their delivery, including disclosure training to the SCCRTC staff and Commission.
9. Provide advice regarding ongoing continuing disclosure and SCCRTC's obligations.

ATTACHMENT B

Contract No. TPXXXX

PROFESSIONAL SERVICES **INDEPENDENT CONSULTANT CONTRACT**

This is a Sample Contract, and language and provisions contained herein are subject to change. Contract award is subject to approval by the Commission.

THIS CONTRACT 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 will provide legal services to the COMMISSION. Services are described in Scope of Services (Exhibit X), 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 CONTRACT.

Name	Firm	Function

- C. No person named in paragraph B of this Article or in the Fee Schedule (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.

- 2. COMPENSATION.** In consideration for CONSULTANT accomplishing work to be performed under this CONTRACT as described in Scope of Services (Exhibit X), COMMISSION shall compensate CONSULTANT in accordance with the approved Fee Schedule, attached hereto (Exhibit X) and incorporated by reference.

Payment Method Options 1 and 2 (To be determined):

Option 1. Time and Materials

- A. 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 CONTRACT shall take precedence.
- B. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Fee Schedule (Exhibit X) and is approved by COMMISSION'S Contract Manager. Increases are not allowed until one (1) year after this CONTRACT is executed and every year thereafter. The salary escalation rate is established at X% for the duration of the contract.
- C. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (Cal HR).
- D. Reimbursable expenses will be billed and processed for payment upon approval of the Contract Manager.
- E. Progress payments will be made no more than monthly in arrears based on satisfactory services provided and allowable incurred costs.
- F. No payment will be made prior to approval of any work by the COMMISSION'S Contract Manager, nor for any work performed prior to approval of this CONTRACT.
- G. This CONTRACT is valid and enforceable only, if sufficient funds are made available to COMMISSION for the purpose of this CONTRACT. It is mutually agreed that if sufficient funds are not appropriated, this CONTRACT may be amended to reflect any reduction in funds.
- H. The CONSULTANT will be reimbursed after receipt by the COMMISSION'S Contract Manager of itemized invoices. Invoices shall be sent to the COMMISSION'S Contract Manager:

Santa Cruz County Regional Transportation Commission
Attn: Nisha Singh, Director of Internal Services
nsingh@sccrtc.org and accountspayable@sccrtc.org

The invoices must include the following information:

- 1. This CONTRACT number and project title;
- 2. Description of services performed 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; and
6. Total amount previously paid under this CONTRACT.

Option 2. Fixed Rate

- A. Total payment shall not exceed \$XXXX, on a lump sum 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 CONTRACT shall take precedence.
- B. The total lump sum price paid CONSULTANT shall include compensation for all work and deliverables, including travel and other expenses described in the Scope of Services (Exhibit X) and Fee Schedule (Exhibit X). No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project approved by the COMMISSION. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and COMMISSION and will be subject to approval by the COMMISSION in its sole discretion. Adjustment in the total lump sum compensation will not be effective until authorized by CONTRACT amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the per diem rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (Cal HR).
- D. Progress payments will be made no more than monthly in arrears based on satisfactory services provided and allowable incurred costs.
- E. No payment will be made prior to approval of any work by the COMMISSION'S Contract Manager, nor for any work performed prior to approval of this CONTRACT.
- F. This CONTRACT is valid and enforceable only, if sufficient funds are made available to COMMISSION for the purpose of this CONTRACT. It is mutually agreed that if sufficient funds are not appropriated, this CONTRACT may be amended to reflect any reduction in funds.
- G. The CONSULTANT will be reimbursed after receipt by the COMMISSION's Contract Manager of itemized invoices.

Invoices shall be sent to the COMMISSION's Contract Manager:

Santa Cruz County Regional Transportation Commission
Attn: Nisha Singh, Director of Internal Services
nsingh@sccrtc.org and accountspayable@sccrtc.org

The invoices must include the following information:

1. This CONTRACT number and project title;
2. Description of services performed and the dates;
3. Total invoice/payment requested; and
4. Total amount previously paid under this CONTRACT.

3. TERM.

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

4. TERMINATION.

- A. This CONTRACT may be terminated by COMMISSION, for cause or without cause provided that COMMISSION gives not less than ten (10) calendar days written notice of its intent to terminate and in the event of termination for cause, provides the reasons for termination stated in the notice.
- B. COMMISSION may temporarily suspend this CONTRACT, at no additional cost to COMMISSION provided that CONSULTANT is given written notice of temporary suspension. If COMMISSION gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this CONTRACT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this CONTRACT, CONSULTANT shall not be relieved of liability to the COMMISSION by termination of this CONTRACT for damages sustained by COMMISSION by virtue of any breach of this CONTRACT by CONSULTANT, and COMMISSION may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to COMMISSION from CONSULTANT is determined.
- D. If COMMISSION terminates this CONTRACT with CONSULTANT, COMMISSION shall pay CONSULTANT the sum due to CONSULTANT under this CONTRACT for services

satisfactorily performed 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.

- E. Upon termination, COMMISSION shall be entitled to all CONSULTANT'S work produced under this CONTRACT, including, but not limited to, reports, investigations, appraisals, inventories, studies, analysis, drawing and data estimates performed to that date, whether or not complete.
- F. COMMISSION may terminate this CONTRACT for CONSULTANT'S default if a federal or State proceeding for the relief of debtors is undertaken by or against CONSULTANT, or CONSULTANT'S principal, or if CONSULTANT or CONSULTANT'S principal makes an assignment for the benefit of creditors.
- G. CONSULTANT may terminate this CONTRACT by giving the COMMISSION at least one hundred and twenty (120) days advance written notice. CONSULTANT shall be liable for any and all reasonable costs incurred by COMMISSION as a result of such early termination, default, including but not limited to re-procurement costs of the same or similar services defaulted or not provided by CONSULTANT under this CONTRACT.

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 CONTRACT due to the recklessness, willful misconduct or negligent acts, errors, or omissions of the CONSULTANT, its officers, 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, 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, employees, volunteers, and agents engaged in the performance of this CONTRACT (including, without limitation, unemployment insurance, social security, and payroll tax withholding).
- C. In the event that CONSULTANT or any employee, agent, or of CONSULTANT providing services under this CONTRACT 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, 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 CONTRACT.

6. **INSURANCE.** CONSULTANT, at its sole cost and expense, for the full term of this CONTRACT, 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 CONTRACT, 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 two million dollars (\$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 one million dollars (\$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 CONTRACT, that greater amount shall become the minimum required amount of insurance for purposes of this CONTRACT. 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 CONTRACT.

B. Other Insurance Provisions

1. If any insurance coverage required in this CONTRACT 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 CONTRACT, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this CONTRACT (hereinafter "POST CONTRACT COVERAGE") and any extensions thereof. CONSULTANT may maintain the required POST CONTRACT 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 CONTRACT 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 CONTRACT 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 CONTRACT so as to not prevent any of the parties to this CONTRACT 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. FEDERAL, STATE AND LOCAL LAWS.

- A. CONSULTANT warrants that in the performance of this CONTRACT, 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 CONTRACT, CONSULTANT agrees to the following:

- A. The CONSULTANT 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, or combination of protected categories 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 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 CONTRACT 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 CONTRACT.

- 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 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 CONTRACT or with any of the said rules, regulations or orders the COMMISSION may cancel, terminate or suspend the CONTRACT in whole or in part. CONSULTANT may also be declared ineligible for further contracts with the COMMISSION.

9. **HARASSMENT.** The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably

interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

10. CONFLICT OF INTEREST.

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

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 contract.

11. LICENSES. If a license of any kind is required of CONSULTANT, its employees, agents, or subconsultants 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 CONTRACT, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

12. INDEPENDENT CONSULTANT STATUS.

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.
2. SECONDARY FACTORS: (a) The extent of control which, by CONTRACT, 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.

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.

By their signatures to this CONTRACT, each of the undersigned certifies that it is his or her considered judgment that the CONSULTANT engaged under this CONTRACT is in fact an independent CONSULTANT.

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 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 state, State Auditor, COMMISSION, FHWA, or any duly authorized representative of the 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 and indirect cost rates (ICR) 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. CONSULTANT 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, 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 shall permit the COMMISSION or the State, to review and inspect the project activities and files at all reasonable times during the term of this CONTRACT 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. 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 contract, 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.
- 17. AUDIT REVIEW PROCEDURES.**
- A. Any dispute concerning a question of fact arising under an interim or post-completion audit of this CONTRACT that is not disposed of by CONTRACT, 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 contract.

18. SUBCONTRACTING.

- A. Nothing contained in this CONTRACT 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 CONTRACT 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 CONTRACT shall contain all the provisions stipulated in this CONTRACT 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 CONTRACT to be applicable to those subconsultants.

- 19. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this CONTRACT 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 CONTRACT 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 CONTRACT, 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 CONTRACT. For breach or violation of this warranty, the COMMISSION shall have the right to annul this CONTRACT without liability, or at its discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee."
- 21. FORCE MAJEURE.** Neither COMMISSION nor CONSULTANT will be liable for any breach or failure to perform under this CONTRACT or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of federal, state, or local government, either in its sovereign or contractual capacity, fire, floods, epidemics, pandemics, and quarantines, civil disobedience, strikes, lock-outs, freight embargoes, or severe weather provided, however, that party which has been so affected will promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore. The party claiming force majeure shall promptly notify the other party of the termination of the event and shall resume its performance under this CONTRACT immediately upon the cessation of such cause(s). During the period that the performance by one of the parties of its obligations under this CONTRACT has been suspended because of an event of force majeure, the other party may likewise suspend the performance of its obligations under this CONTRACT to the extent that the suspension is reasonable.

22. COMPLETE CONTRACT.

- A. CONTRACT: The two parties to this CONTRACT, who are the before named CONSULTANT and the before named COMMISSION, hereby agree that this CONTRACT constitutes the entire CONTRACT which is made and concluded 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 CONTRACT as evidenced by the signatures below.
- B. COMMISSION DESIGNEE: The Executive Director of COMMISSION, or their designee, shall have the authority to act for and exercise any of the rights of COMMISSION as set forth in this CONTRACT subsequent to, and in accordance with the authorization granted by the COMMISSION.
- C. COMPLETE CONTRACT, INCLUDING ATTACHMENTS. This CONTRACT 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 CONTRACT 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 CONTRACT 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 CONTRACT 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

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

SIGNATURE PAGE

CONTRACT No. TPXXXX

1. CONSULTANT:

By _____
Name
Title

Date _____

Company Name
Address 1
Address 2
Telephone
Email

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

By _____
Sarah Christensen
Executive Director

Date _____

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

3. APPROVED AS TO FORM:

By _____
Steve Mattas
RTC Counsel

Date _____

4. APPROVED AS TO INSURANCE:

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Distribution:

RTC Contract Manager, RTC Contracts, CONSULTANT