

MENDOCINO COUNCIL OF GOVERNMENTS

PROFESSIONAL SERVICES AGREEMENT

Administrative and Fiscal Staffing Services to the Mendocino Council of Governments

This Professional Services Agreement (“Agreement”) is entered into on October 1, 2024, by and between the Mendocino Council of Governments, hereinafter referred to as “**MCOG**” and Dow & Associates, hereinafter referred to as “**Consultant**.”

RECITALS:

MCOG may retain independent contractors to perform special, technical, expert, or professional services. **Consultant** is equipped, staffed, licensed, and prepared to provide such services.

MCOG is lead agency for Administrative and Fiscal Staffing Services, hereinafter referred to as the **Project**, to the Mendocino Council of Governments, funded by local, state, and federal funds. **MCOG** shall be responsible to the State of California, Department of Transportation (State) for the successful completion of this **Project**, as authorized by resolution of **MCOG**’s Board of Directors.

All services performed by **MCOG**, **Consultant** and any sub-consultants pursuant to this Agreement are intended to be performed in accordance with all applicable Federal, State, and County of Mendocino laws, ordinances, regulations, and Caltrans’ published manuals, including the approved grant application. In case of conflict between Federal, State and County of Mendocino laws, ordinances, or regulations, the order of precedence for applicability of these laws shall be Federal, State and County of Mendocino laws and regulations, respectively.

MCOG and **Consultant** agree as follows:

1. WORK TO BE PERFORMED

Consultant agrees to provide those services, tasks and products detailed in the attachments, incorporated herein by reference. Professional services described in Exhibits A and B may be refined or amended by written agreement of **MCOG** and **Consultant**.

- Exhibit A: MCOG’s Request for Proposals dated March 6, 2024
- Exhibit B: Scope of Work, Schedule and Budget
- Exhibit C: Debarment and Suspension Certification
- Exhibit D: Federal Tax Form W-9,
- Exhibit E: Caltrans Local Assistance Procedures Manual Exhibit 10-J
- Standard Contract Provisions for Sub-consultant/DBE Participation.
- Exhibit F: Sub-Consultant List
- Exhibit G: Certifications

Consultant agrees to perform any additional services as may be required due to significant changes in general scope of the project or its design, including but not limited to change in size, complexity, or character. Such additional services shall be paid for by Amendment to this Agreement or by a Supplemental Agreement and shall conform to the rates of payment specified in Section 2 hereof. For additional services requiring staff not included in the existing rates, rates will be negotiated.

2. PAYMENT FOR SERVICES

Compensation for the base fiscal year of service is \$660,204.46. This amount will be prorated to reflect the agreement start date of October 1, 2024. Compensation for subsequent fiscal years will be escalated to reflect the accumulated Consumer Price Index (CPI) and other potential cost increases, including merit salary adjustments and health benefit costs, proposed by the consultant during the annual budget development process and approved by the Board. This shall include compensation for completing the tasks and products identified in Exhibit B

Cost overruns and/or failure to perform within the limits of the proposed budget shall not relieve Consultant of responsibility to provide those tasks and products specified in the Exhibit.

The MCOG shall pay Consultant for work required for satisfactory completion of this Agreement according to the process in Section 3 below. The basis for payment for services shall be on a monthly rate plus non-salary expenses, in accordance with Consultant's Cost Proposal, as attached hereto and made a part hereof in Exhibit B

3. INVOICES AND DISBURSEMENT

The MCOG will pay Consultant in equal monthly installments based on the annualized compensation for each fiscal year. Certain specific activities will be billed on an hourly basis in monthly invoices. MCOG will make payments within 30 days of receipt of Consultant's invoices.

Contractor shall make progress payments to its subcontractors, if any, no later than 10 days following receipt of payments by MCOG, in accordance with Section 7108.5 of the California Business and Professional Code, unless a longer period is agreed to in writing.

Any delay or postponement of payment over 30 days may take place only for good cause and with MCOG's prior written approval.

If **MCOG** substantially alters the scope of work, the maximum fee may be changed by Supplemental Agreement or an Amendment signed by both **MCOG** and **Consultant**.

4. REPORTS

Due dates and milestones are detailed in **Exhibit B**. Preparation of deliverable work products detailed in **Exhibit B** shall be in formats acceptable to **MCOG**. **MCOG** will provide **Consultant** with guidance on acceptable formats. **Consultant** shall bear the expense of all routine printing and reproduction costs of the deliverable products, until final reports and products are accepted by **MCOG**. **Consultant** shall provide deliverable products in both print and electronic formats as appropriate.

5. SERVICES OF MCOG

MCOG shall provide full information as to its requirements for performance of this Agreement, attached as **Exhibit B**. **MCOG** shall provide program guidance and appropriate monitoring of work task performance under this Agreement. **MCOG** shall place at the disposal of **Consultant** all available information pertinent to the project.

6. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2024 to September 30, 2029. Execution of this Agreement by **MCOG** shall constitute **Consultant's** authority to proceed with the performance of the work described by **Exhibit B**, provided that evidence of insurance has been received by **MCOG** as specified under Section 11 below.

All work by **Consultant** shall be completed and all deliverables submitted to and in the possession of **MCOG** by due dates listed in **Exhibit B**. Extensions of due dates shall be made only upon written authorization by **MCOG**. **Consultant** shall not be held responsible for delays caused by circumstances beyond its control.

Consultant acknowledges that timely performance of services is an important element of this Agreement and will perform services in a timely manner consistent with sound professional practices.

7. PROJECT INSPECTION AND ACCOUNTING RECORDS

Consultant agrees that duly authorized representatives of **MCOG** and **State** shall have right of access to the **Consultant's** files and records relating to the **Project** and may review the work at appropriate stages during performance of the work. **Consultant** must maintain accounting records and other evidence pertaining to costs incurred, which records and documents shall be kept available at **Consultant's** offices during the contract period and thereafter for three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. (See also Section 13.)

8. OWNERSHIP OF FINAL REPORTS AND PRODUCTS:

All original reports and documents together with such backup data as required by this Agreement shall be and shall remain the property of **MCOG** and **State**.

Consultant is advised that Government Code Section 7550 states, “(a) Any document or written report prepared for or under the direction of a state or local agency, that is prepared

in whole or in part by nonemployees of the agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report; if the total cost for the work performed by nonemployees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report.

“(b) When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.”

9. TERMINATION

At any time **MCOG** may suspend indefinitely or abandon the project, or any part thereof, and may require **Consultant** to suspend the performance of its services. In the event **MCOG** abandons or suspends the project, **Consultant** shall receive compensation for services rendered to date of abandonment and suspension in accordance with the provisions of Sections 2 and 3 herein.

It is understood and agreed that should **MCOG** determine that any part of the work involved in the program is to be suspended indefinitely, abandoned, or canceled, this Agreement shall be amended accordingly. Such abandonment or cancellation of a portion of the program shall in no way void or invalidate this Agreement as it applies to any remaining portion of the project.

If, in the opinion of **MCOG**, **Consultant** fails to perform or provide prompt, efficient and thorough service, or if **Consultant** fails to complete the work within the time limits provided, **MCOG** shall have the right to give notice in writing to **Consultant** of its intention to terminate this Agreement. The notice shall be delivered to **Consultant** at least one hundred and twenty (120) days prior to the date of termination specified in the notice. Upon such termination **MCOG** shall have the right to take **Consultant's** studies, and reports insofar as they are complete and acceptable to **MCOG** and pay **Consultant** for its performance rendered, in accordance with Sections 2 and 3 herein, prior to delivery of the notice of intent to terminate, less the amount of damages, general or consequential, if any, sustained by **MCOG** due to the breach of this Agreement by **Consultant**. Said termination of the Agreement shall not relieve **Consultant** of its liability to **MCOG** for any damages, general or consequential, which **MCOG** may sustain as a result of **Consultant's** failure to satisfactorily perform its obligations under this Agreement.

10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

Consultant shall indemnify and hold harmless **MCOG** and its agents and officers against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, and costs (including but not limited to attorney's fees), brought for, or on account of, injuries to or death of any person or persons including employees of **Consultant**, or injuries to or destruction of property including the loss of use thereof, arising out of, or resulting from, the performance of the work described herein, provided that any such claim, lawsuit, action, liability, damage, loss, expense, or cost is caused in whole or in part by any negligent or intentional act or omission of the **Consultant**, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Where **Consultant** is found to

have caused the injury, damage, or loss only in part, **Consultant** shall hold **MCOG** harmless only to the extent **Consultant** caused the injury, damage, or loss. **MCOG** agrees to timely notify **Consultant** of any such negligence claim and to cooperate with **Consultant** to allow **Consultant** to defend such a claim.

MCOG shall indemnify and hold harmless **Consultant**, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between **Consultant** and **MCOG** and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of **MCOG** or its contractors or their respective employees, officers and agents.

11. INSURANCE

Consultant, at its expense, shall secure and maintain at all times during the entire period of performance of this Agreement, insurance as set forth herein with insurance companies acceptable to **MCOG** for **MCOG's** protection, its elected or appointed officials, employees and volunteers, **Consultant** and any other independent contractor from any and all claims which may arise from operations under this Agreement, whether operations be by **Consultant**, by its sub-consultants, or by anyone directly or indirectly employed by either of them.

Consultant shall provide to **MCOG** Certificates of Insurance evidencing minimum coverage as specified below:

Vehicle/Bodily Injury - \$250,000 Each Person, \$500,000
Each Occurrence and Vehicle/Property Damage - \$250,000
Each Occurrence

OR

Combined Single Limit Vehicle Bodily Injury and Property
Damage Liability - \$1,000,000 Each Occurrence

AND

General Liability - \$1,000,000 per Occurrence for Bodily
Injury, Personal Injury and Property Damage

AND

Worker's Compensation and Employer's Liability: Limits
as required by the labor code of the State of California.

In the event of breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, **MCOG**, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend further work pursuant

to this Agreement.

Consultant shall not commence work, nor shall it allow its employees or subcontractors or anyone to commence work contemplated through this Agreement until all insurance required hereunder has been submitted to and accepted by **MCOG**. Failure to submit proof of insurance as required herein may result in awarding said Agreement to another bidder.

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve **Consultant** for liability in excess of such coverage, nor shall it preclude **MCOG** from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

Before beginning the work, **Consultant** shall furnish to **MCOG** satisfactory proof that it has secured, for the period covered under this Agreement, Workers Compensation Insurance for all persons whom it may employ in carrying out the work completed under this Agreement, in accordance with the "Workers Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this Agreement.

Consultant shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractor's employees.

12. STANDARD OF CARE

The absence, omission, or failure to include in this Agreement items which are considered to be a part of normal procedures for work of this type or which involve professional judgment shall not be used as a basis for submission of inadequate work or incomplete performance.

MCOG relies upon the professional ability and stated experience of **Consultant** as a material inducement to entering into this Agreement. **Consultant** understands the use to which **MCOG** will put its work product and hereby warrants that all findings, recommendations, studies and reports shall be made and prepared in accordance with generally accepted professional practices.

Consultant will comply with all Federal, State and Local laws and ordinances as may be applicable to the performance of work under this Agreement.

13. STATE AND FEDERAL REQUIREMENTS

Non-Discrimination. a) In the performance of work under this Agreement, **MCOG**, **Consultant** and its sub-consultants shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave and denial of pregnancy disability leave.

b) **MCOG**, **Consultant** and its sub-consultants shall ensure that the evaluation and

treatment of their employees and applicants for employment are free from such discrimination and harassment. **MCOG, Consultant** and its sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 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 part hereof as if set forth in full.

c) **MCOG, Consultant** and its sub-consultants shall each give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other labor agreement.

d) **MCOG, Consultant** and its sub-consultants will 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 section.

Title VI of the Civil Rights Act of 1964. **Consultant** agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, California Civil Code section 51(b) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.

Equal Employment Opportunity. In connection with the performance of this Agreement, **Consultant** shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Cost Principles. **MCOG, Consultant** and its sub-consultants will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with Title 2, CFR, part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable. For more information, refer to: <https://www.ecfr.gov/>.

Record Retention and Audits. **MCOG, Consultant** and its sub-consultants shall maintain all source documents, accounting records, and other supporting papers connected with performance of work under this Agreement for a minimum of three (3) years from the date of final payment, or until annual audit resolution is achieved, whichever is later. All such supporting information shall be made available for inspection and audit by representatives of State of California Department of Transportation (State), the California State Auditor, and auditors representing the federal government. Copies will be made and furnished by **MCOG** upon request, at no cost to State.

MCOG, Consultant and its sub-consultants shall each establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP), to support invoices

and requests for reimbursement that segregate and accumulate project costs by line item, and can produce interim (e.g. quarterly) reports that clearly identify reimbursable costs and other expenditures for the project.

14. COMPLIANCE

Consultant, in the conduct of the services contemplated within this agreement, shall comply with all statutes, State or Federal, and all ordinances, rules and regulations enacted or issued by the County of Mendocino.

15. INDEPENDENT CONSULTANT

Both **MCOG** and **Consultant** agree and acknowledge that the relationship between them is that of public entity and independent contractor and shall in no event be considered that of employer/employee. **MCOG** shall compensate **Consultant** by payment of the gross amounts due to **Consultant**, and **Consultant** shall be solely responsible for any federal, state, and local taxes and withholdings that may be applicable.

16. FINANCIAL INTEREST

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. **Consultant** further covenants that in the performance of this Agreement, no person having any such interest shall be employed or subcontracted.

17. SUCCESSOR AND ASSIGNMENTS

MCOG and **Consultant** each binds itself, its partners, successors, and executors, administrators, and assigns to the other party to this Agreement, and to the partners, successors, executors, administrators and assigns of such party in respect to all covenants of this Agreement.

Except as noted above, neither **MCOG** nor **Consultant** shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, however, **Consultant** reserves the right to assign the proceeds due under this Agreement to any bank or person.

18. NOTICES

Notices pursuant to this Agreement shall be served via certified United States mail, addressed to the parties as follows:

Chair of MCOG
Mendocino Council of Governments
525 South Main St., Suite B
Ukiah, CA 95482

Nephele Barrett, Owner
Dow & Associates
525 South Main St., Suite B
Ukiah, CA 95482

19. VENUE

The venue for this agreement shall be Mendocino County, California.

20. EXTENT OF AGREEMENT:

This Agreement and all exhibits made a part hereof constitute the entire Agreement between the parties. In case of conflict or inconsistency between this Agreement and any exhibits, this Agreement shall control. This Agreement shall not be modified except by written agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement in duplicate as of the day and year first written above.

Dan Gjerde, Chair
Mendocino Council of Governments

Nephele Barrett, Owner
Dow & Associates

Federal ID No.: _____

EXHIBIT A
MCOG'S REQUEST FOR PROPOSALS DATED
MARCH 6, 2024



Mendocino Council of Governments

Request for Proposals

for

**Administrative and Fiscal Staffing Services to the
Mendocino Council of Governments
(MCOG)**

Fiscal year 2024/25 through Fiscal Year 2028/29

Issued: March 4, 2024

Questions Due: March 11, 2024

Deadline for Proposal Due: April 5, 2024

Submit all questions and proposals to:

Maura Twomey, Executive Director | Regional Analysis and Planning Services | 24580 Silver Cloud
Court, Monterey, CA 93940 | mtwomey@ambag.org | fax 831.883.3755

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Introduction

This request for proposal (RFP) announces the intent of the Regional Analysis and Planning Services to issue and administer this RFP on behalf of the Mendocino Council of Governments.

The Mendocino Council of Governments (MCOG), the Regional Transportation Planning Agency (RTPA) for Mendocino County. MCOG is soliciting a contractor to provide Administrative and Fiscal Staffing Services to its Board to carry out its mission of serving as the RTPA. The selected candidate for this RFP will specifically serve as the Board's Executive Director and will provide oversight of fiscal and administrative activities required to implement all State and Federal mandated transportation and planning programs. This contractor will serve simultaneously with the Board's Planning Services contractor to carry out the duties as detailed in the annual overall work program, and specifically those listed in "Scope of Work" of this RFP.

Under a separate RFP, MCOG is also soliciting a contractor to provide Planning Services to its Board to carry out its mission of serving as the RTPA. No one firm can be awarded both contracts.

Both contractors are expected to coordinate with one another consistently to meet all local, State and Federal mandated programs. There are overlapping responsibilities with the "Scope of Work" between the Fiscal and Administrative RFP and the Planning Services RFP. This overlap is meant to indicate that both contractors will need to coordinate in order to execute the responsibilities and to divide up the related tasks, with those more administrative and fiscal tasks being assigned to the administrative and fiscal services contractor; the planning and implementation tasks will be assigned to the planning services contractor. A more exhaustive list of responsibilities can be found below in section titled "Scope of Work".

Scope of Work

The scope of work for the project includes the responsibility to provide administrative and fiscal staffing services to the Mendocino Council of Governments in its role as the Regional Transportation Planning Agency as established in the Transportation Development Act. This includes but is not limited the following tasks:

- Coordinate with planning services contractor to implement all state and federal transportation planning requirements as mandated by the federal transportation bill (Infrastructure Investment and Jobs Act) and state legislation, as well as requirements of programs created under those bills and legislation.
- Prepare budgets for the Local Transportation Fund and state and federal funding received in MCOG's cash accounts
- Execute fiscal and performance audits
- Manage, retain and dispose of MCOG's records according to policies and procedures
- Maintain and develop policies and procedures manuals
- Administer and coordinate overall RTPA budget with the MCOG Planning

Services contractor

- Administer Transportation Development Act funds, Rural Planning Assistance (RPA), grants and related funds
- Conduct the annual Unmet Transit Needs process consistent with the Transportation Development Act (TDA)
- Prepare and execute Subrecipient Cooperative Agreements and annual exhibits with the five MCOG member local government agencies
- Manage SB 125 transit funding program, including selection of projects, preparation of short term and long term financial plans, allocation submission, and fund distribution.
- Process claims consistent with budget allocations
- Execute federal and state reimbursement agreements
- Process all required agreements and distribute funds received through the Surface Transportation Block Grant (STBG) Program
- Oversee reimbursement procedures for the Transportation Planning Work Program
- Administer funding awarded to local agencies under the Carbon Reduction Program and other similar programs as needed
- Host, prepare agendas, minutes, staff reports, coordinate with the MCOG Board's planning services contractor, and distribute all relevant documents for MCOG Board/Regional Transportation Planning Agency (RTPA) meetings
- Prepare, submit and advertise all necessary legal notices
- Analyze transit funding and maintain performance criteria to evaluate efficient and effective use of funds; prepare reports, agendas and minutes for Transit Productivity Committee meetings
- Attend meetings of MCOG's Technical Advisory Committee
- Provide staffing and conduct meetings for Social Services Transportation Advisory Council (SSTAC), including reports, agendas and minutes
- Engage in community relations and publicity and maintain website
- Ensure coordination and consultation with Native American Tribes within the region
- Conduct Senior Center Transportation workshops
- Engage with state and federal elected officials
- Serve as liaison to the California Transportation Commission and other state agencies and attend CTC/meetings/hearings

- Ensure continued membership and execution of duties with California Association of Councils of Government (CALCOG)
- Ensure continued membership and execution of duties with the Rural Counties Task Force, attend meetings, participate in committee assignments as needed
- Attend Regional Transportation Planning Agency statewide group meetings
- Attend North State Super Region meetings, and participate on committees as needed
- Provide local agency support as needed, including with the management and delivery of planning and capital projects funded through state and federal sources (e.g., SB 1 programs, HSIP, etc.), development of project initiation documents and grant applications, project reporting, and participate in local agency/Caltrans status meetings
- Monitor and assess state and federal policies, legislation and document development related to MCOG and comment as needed
- Provide staffing to regional and statewide committees as necessary
- Administer MCOG's Active Transportation Program (ATP) grant funds and associated project and contracts
- Participate and comment on state and federal program development to promote rural project eligibility
- Submit applications for state and federal grants as needed
- Identify projects for the annual overall work program, coordinate with the planning services contractor in development, and assist with delivery of the annual overall work program
- Oversee sub-contracting of discretionary planning projects as needed, provide an administrative Contracts Officer to implement and oversee adopted procurement policies and procedures, in coordination with the planning services contractor's Project Manager
- Coordinate the planning, programming and monitoring for the State Transportation Improvement Program (STIP) and Regional Transportation Improvement Program with the MCOG planning services contractor
- Coordinate with planning services contractor in development of the Regional Transportation Plan and Active Transportation Plan every four years, with particular emphasis on goal/policy development and finance/revenue.
- Participate in regional economic development, climate resiliency, and other regional planning efforts as appropriate and directed by the board
- Participate in the Regional Housing Needs Allocation process in collaboration with the planning services contractor every 8 years and monitor implementation as appropriate
- Participate in activities and manage local agency activities funding as part of the Regional Early Action Planning program in collaboration with the planning services contractor
- Administer and oversee Service Authority for Freeway Emergencies (SAFE) including preparation of annual budget, meeting reports and agendas, update of implementation plan, participation in statewide CalSAFE meetings, ensure monitoring and regular maintenance of existing system

The above provides details of the scope of services required under this contract. Respondents to this RFP should build on this general description by proposing a scope of work with specific sub-tasks as deemed appropriate. Respondents also should refer to the Proposal Requirements, and

Evaluation and Selection Process sections for additional requirements.

Additional tasks and work elements may be added or deleted during contract negotiations. Upon conclusion of the negotiation process, the selected consultant will be required to prepare a final work plan, schedule, and budget for inclusion in a final contract.

Optional Tasks

MCOG may add additional tasks to the scope of work which would be executed at MCOG's discretion if needed. The additional tasks could involve additional meetings or work beyond the tasks listed above that may be needed. This would be negotiated based on the rates included in the final contract.

Schedule

Task	Completion Date
Release RFP	March 4, 2024
Questions Due	March 11, 2024
Post responses to questions/addendum (as needed)	March 15, 2024
Proposals Due	April 5, 2024
Evaluation Committee Completes Proposal Review	April 15, 2024
Short Listed Candidates Notified	April 17, 2024
Proposers Not on Short List Notified	April 17, 2024
Oral Interviews for Short Listed Consultants (if applicable)	April 22, 2024
Consultant Selection and Notice of Intent to Award	April 25, 2024
Candidates Not Recommended for Selection Notified	April 25, 2024
Notice of Intent to Protest Deadline	April 30, 2024
MCOG Board Approval of Consultant	May 2024 Board Mtg
Execute Contract	June 2024 Board Mtg

Proposal Submittal

Interested consultants must submit a digital copy of the proposal to the Project Manager as follows:

Digital: Send as a single PDF or PDF portfolio

All submissions must be received by Regional Analysis and Planning Services on or before April 5, 2024, at 4:00 p.m. Pacific Daylight Time (PDT). By submitting a proposal, the Proposer certifies that his or her name or the consultant firm's name, as well as the name of Proposer's subcontractors, does not appear on the Comptroller General's list of ineligible contractors for federally assisted projects.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful Proposer, all proposals shall become

public record. No proposal shall be returned after the date and time set for opening thereof.

Submittal Questions and Addenda

All questions regarding this RFP should be received no later than March 11, 2024, at 4:00 p.m. PDT by e-mail to Maura Twomey at mtwomey@ambag.org or by fax to (831) 883-3755.

Responses that require that an addendum be issued to the RFP will be posted on the MCOG website at www.mendocinocog.org on or before March 15, 2024, at 4:00 p.m. PDT. It is the responsibility of proposers to check the MCOG website to determine if any addenda have been issued. Any addenda to the RFP will become part of the RFP.

Regional Analysis and Planning Services Services reserves the right to revise the RFP prior to the date that proposals are due. It is the responsibility of proposers to check the MCOG website to determine if a modified RFP has been issued.

Notice of Award

The final recommended consultant shall be informed by phone and confirmed in writing or in an email on or before April 25, 2024. Candidates not recommended for contract award shall be informed by April 25, 2024.

Project Manager

Maura Twomey, Executive Director
Regional Analysis and Planning Services
24580 Silver Cloud Court, Monterey, CA 93940
Email | mtwomey@ambag.org (preferred communication)
Phone | 831.264.5100
Fax | 831.883.3755

Proposal Requirements

- A. Proposals should be concise, well organized and demonstrate the proposer's qualifications and experience applicable to the project. Proposals shall be limited to 50 pages (8.5 inches x 11 inches). The proposal must include a discussion of the proposer's approach to the project, a description of the firm's qualifications for the scope of work, a schedule of contract performance and a cost estimate.
- B. The proposal and any required certifications shall be signed by an individual or

individuals authorized to execute legal documents on behalf of the proposer.

- C. Failure to comply with the requirements of the RFP may result in disqualification. AMBAG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in proposals. If a proposal is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. AMBAG may, but is not required to, seek clarification from a proposer regarding information in a proposal. Errors and ambiguities in proposals will be interpreted in favor of MCOG. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered.
- D. The proposer shall certify whether it takes no exception(s) to this RFP and the draft contract. If the proposer does take exception(s) to any portion of the RFP or the draft contract, the specific portion to which exception(s) is taken must be identified and explained. Failure to make exceptions to the RFP or draft contract within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.
- E. Regional Analysis and Planning Services reserves the right to reject any or all proposals and to waive irregularities contained therein and to accept any proposals deemed most advantageous to MCOG.

Evaluation and Selection Process

- A. Based upon the proposals and other appropriate evaluation factors, the top-ranked proposer(s) will be short listed. Negotiations with the selected firm may cover: scope of work, contract schedule, contract terms and conditions, technical specifications, level of effort, and price.
- B. Proposers will be evaluated on the following criteria according to the weights assigned below based on the written proposal. Oral interviews will also be worth 100 points. MCOG reserves the right to add the proposers' interview scores to the proposal evaluation scores or to select proposers based solely upon their written proposal and/or oral interview.
- C. All proposals must be completed and convey all of the information requested in order to be considered responsive. The proposals and interviews (if conducted) will be evaluated on the basis of the criteria listed below. The total number of points used to score the proposals is 100.

D. Evaluation factors and point values will be as follows:

Criteria	Description	Points
Proposed method to accomplish the work	<ul style="list-style-type: none">Professional qualificationsRelevant experience	25
Project experience	<ul style="list-style-type: none">Nature, quality, and relevance of recently completed projects	25
Staff Qualifications	<ul style="list-style-type: none">Unique qualifications of key personnel	20
Cost or Best Value	<ul style="list-style-type: none">Ranking of comparative costs among proposed firms, providing the best value of services offered	30
Total		100

All proposers must complete a Cost Estimate form detailing proposed costs for the contract (see RFP Attachment A) in addition to the written proposal.

The Evaluation Committee will review all submitted proposals. Proposers may be emailed and asked for further information, if necessary and may be expected to participate (virtually) in oral interviews on April 22, 2023. The Evaluation Committee will make recommendations to MCOG's Board of Directors on the basis of the proposal, oral interview, and reference check. MCOG reserves the right to select a consultant based solely on written proposals and to not convene oral interviews.

If the MCOG Board of Directors select a different consultant than the one recommended by the Evaluation Committee, the Project Manager, will prepare a memo explaining the selection.

Contractual Information and Payment Schedule

The contract agreement for the Planning Services will be between MCOG and the Consultant. The consultant will invoice MCOG for services rendered, and MCOG will compensate the consultant for these services as set forth in the agreement. Funding for the consultant services will be provided by MCOG.

The Consultant will be paid based on work actually performed, and accepted and beneficial to MCOG, in writing by MCOG, during the preceding month. The consultant should forward a copy

of all invoices for payment for work performed, associated expenses, and required forms, by the 10th day of the month.

At least six months prior to contract termination, the MCOG Board or its delegate shall conduct a performance review of the CONTRACTOR and a cost analysis. Based on the results of the performance review and cost analysis, the Board may elect to amend this contract for additional period of time not to exceed five years.

Terms & Conditions

A. Limitations

This request for proposal (RFP) does not commit MCOG to award a contract, to pay any pre-contractual expenses, or to procure or contract for services or supplies. MCOG expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any Proposer and of the suitability of the materials and/or services to be rendered. MCOG reserves the right to withdraw this RFP at any time without prior notice. Further, MCOG reserves the right to modify the RFP schedule described above.

B. Award

MCOG may ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. MCOG also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

C. Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of MCOG shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

D. Pre-contractual Expenses

Pre-contractual expenses include any expenses incurred by Proposers and selected contractor in:

- Preparing proposals in response to this RFP
- Submitting proposals to MCOG
- Negotiations with MCOG on any matter related to proposals.
- Other expenses incurred by a contractor or Proposer prior to the date of award of any agreement.

In any event, MCOG shall not be liable for any pre-contractual expenses incurred by any Proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. MCOG shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

E. Signature

The proposal will also provide the following information: name, title, address, and telephone number of individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by no later than June 2024.

F. Conflict of Interest Statement

Consultants and consultant firms submitting proposals in response to this RFP must disclose to MCOG any actual, apparent, perceived, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal. The selected consultant shall refrain from and disclose subsequent potential conflicts during this contract. Consultant shall at all times avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this contract. Consultant shall file statements of financial interest on forms provided by MCOG to the extent and at all times required by MCOG's Conflict of Interest Code and applicable law.

G. Contract Arrangements

The successful consultant is expected to utilize the MCOG Agreement for Services which included as Attachment C.

G1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation (USDOT) that minority- and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds.

G2. DBE Obligation: The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

G3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

G4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

(1) A copy of the consultant's affirmative action policy (applicable for firms with 50 or more employees)

(2) Discussion of the consultant's program for use of DBEs in the performance of this work, including the following:

- The names and addresses of DBE firms that will participate
- The description of the work each named firm will perform
- The dollar amount of participation by each DBE firm

H. Americans with Disabilities Act (ADA) Provisions

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of MCOG to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the MCOG representative listed in this RFP.

IMPORTANT: To ensure that we can meet your need for ADA accommodations, it is best that we receive your request for reasonable modification at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadlines due date for procurement documents. In order to ensure the proposal is in compliance with Federal ADA guidelines, Proposers should review the Federal ADA guidelines at <http://www.ada.gov/>.

I. Alternative Protest Process

This procurement is being conducted under the provisions of the Alternative Protest Process. By submitting a proposal to this solicitation conducted under the Alternative Protest Process, the Proposer agrees that all protests of the proposed award shall be resolved by the Executive

Committee of MCOG, whose decision will be final. During the protest period, any participating Proposer may protest the proposed award on the following grounds:

For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting Proposer’s proposal should have been selected; or For any other acquisition – that the protesting Proposer’s proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written notice of intent to protest the proposed award of this solicitation must be received (emails and facsimile acceptable) by the project manager before the close of business 4:00 p.m. PDT on the third (3rd) business day after notifying the Proposer of intent to award, as specified in the solicitation timeline. Failure to submit a timely, written notice of intent to protest waives the Proposer’s right to protest. The Proposer is to send the notice of intent to protest to the project manager at the following address:

Maura Twomey,
Executive Director
Regional Analysis and Planning Services
24580 Silver Cloud Court, Monterey, CA 93940
Fax: 831-883-3755

Within seven (7) business days after the last day to submit a notice of intent to protest, the MCOG project manager must receive from the protesting Proposer the complete protest filing including the signed, written, detailed statement of protest including exhibits, filing fee and deposit or small business certification, as applicable. Untimely submission of the complete protest filing waives the Proposer’s right to protest.

The protest bond amount for this Alternative Protest Process shall be ten percent (10%) of the contract amount as specified in the solicitation.

J. Requirements Protests

Protests regarding any issue other than selection of the successful Proposer are “requirements protests” to be heard by the Executive Director, or his or her designee, and may be appealed to, heard, and resolved by the Executive Committee of MCOG, whose decision will be final. Before a requirements protest is submitted, the Proposer must make full and timely use of the procedures outlined in this RFP. This procurement procedure is designed to give the Proposer and MCOG adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Proposal is due. The protest procedure is made available in the event that a Proposer cannot reach a fair agreement with MCOG after exhausting these procedures.

All protests to the RFP requirements must be received by the Executive Committee as promptly as possible, but not later than the respective time and date as noted in this RFP for such protests.

Requirements protests must be mailed or delivered to:

Maura Twomey
Regional Analysis and Planning Services
24580 Silver Cloud Court
Monterey, CA 93940

Incorporation of Attachments

The following documents are attached and incorporated by reference if the box next to document title is marked.

- RFP Attachment A – Sample Cost Estimate
- RFP Attachment B – Subconsultant List
- RFP Attachment C– Draft Agreement for Services

SAMPLE COST ESTIMATE – RFP ATTACHMENT A

Project: _____

Consultant: _____

Services will commence on 10/01/2024 and be fully completed on 09/30/2029. Please provide the following detail cost information for the first year of the proposed contract in addition to an estimated proposal for the contract term (sum of first year detail multiplied by 5 year term).

Combined Overhead (%) +

		Hours	Actual Rate/Hr	Loaded* Rate/Hr	Labor Amount	Total
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Name	Classification		\$0.00	\$0.00	\$0.00	\$0.00
<hr/>						
Other Direct Costs						
Item 1	Classification		\$0.00	\$0.00	\$0.00	\$0.00
Item 2	Classification		\$0.00	\$0.00	\$0.00	\$0.00
<hr/>						
Annual Hours:			<input type="text"/>	Annual Cost:	<input type="text"/>	
				Five Year Cost:	<input type="text"/>	

* Loaded hourly rate: includes labor overhead, fringe benefit, and general administrative expenses (% of total direct labor cost)
 Loaded hourly rate calculation: \$ actual hourly rate x (1 + combined of overhead & fringe %) x (1 + fee %)

Name and Title of Authorized Representative (typed) _____ Date _____

Signature of Authorized Representative _____ Date _____

SUBCONSULTANT LIST – RFP ATTACHMENT B

The proposal shall include a complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from MCOG.

PROPOSED SUBCONSULTANTS

Subconsultant Firm Name and Address	Scope of Work	Dollar Amount of Work
DRAFT		

Name of Firm

Printed name and Title of Signatory

Signature

Date

DRAFT AGREEMENT FOR SERVICES – RFP ATTACHMENT C

MENDOCINO COUNCIL OF GOVERNMENTS PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into this day of ____, _____, by and between the Mendocino Council of Governments, hereinafter referred to as "MCOG", and _____, hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, MCOG may retain independent contractors to perform special services to or for MCOG; and

WHEREAS, MCOG believes the provision of these services to the residents is in their best interests and CONTRACTOR agrees to perform such duties and render such services, as outlined more specifically below; and

WHEREAS, MCOG wishes to extend to the residents of the County of Mendocino certain services which CONTRACTOR is equipped, staffed, licensed and prepared to provide; and

WHEREAS, CONTRACTOR is willing and able to perform duties and render services which are determined by MCOG to be necessary or appropriate for the welfare of residents of the County of Mendocino; and

NOW, THEREFORE, we agree as follows:

1. The term of this Agreement shall be from October 1, 2024 through September 30, 2029.
2. CONTRACTOR has been selected by MCOG to provide those services described in MCOG's Request for Proposal (Exhibit "A") attached hereto and incorporated herein by reference.
3. CONTRACTOR must request compensation for services on a monthly basis. All compensation contemplated by this Agreement and not requested by CONTRACTOR during the term of this Agreement shall be forfeited to MCOG.
4. FINANCIAL RECORDS
 - A) CONTRACTOR shall maintain on a current basis and preserve for a period of three (3) years, or until audit findings are resolved, whichever is later, records of all operating costs and expenses incurred as well as of all revenues received applicable to performances rendered under this Agreement.

- B) MCOG and/or its appropriate audit agency shall have the right to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amounts payable under this Agreement.
5. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR must comply with all necessary licensing requirements and must obtain appropriate licenses and display the same in a location that is reasonably conspicuous.
 6. OWNERSHIP OF EQUIPMENT: CONTRACTOR shall furnish necessary office equipment to perform services under this Agreement. Title to all property acquired by CONTRACTOR in connection with this Agreement or the services rendered pursuant thereto shall vest in CONTRACTOR.
 7. AFFIRMATIVE ACTION: CONTRACTOR certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practices Act and any other federal or state laws pertaining to equal employment opportunity and that it will not discriminate against any employee or applicant for employment on the basis of race, color, religion, handicap, age, sex, national origin or ancestry in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.
 8. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from MCOG any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
 9. ASSIGNMENT: CONTRACTOR shall not assign this Agreement to a third party without the prior written consent of MCOG and any such assignment in violation of this section shall automatically terminate this Agreement; provided, however, that such provision shall not be deemed to apply to nor prevent subcontracting by CONTRACTOR hereunder to any independent CONTRACTOR rendering the particular service at CONTRACTORS' facilities under an agreement with CONTRACTOR, and payment by CONTRACTOR to such independent contractor of portions of the amount received from MCOG hereunder, provided there is prior approval by MCOG of the Agreement with the independent contractor.
 10. RELATIONSHIP OF PARTIES: INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the MCOG in any capacity whatsoever and MCOG shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable

payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold MCOG harmless from any and all liability which MCOG may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of MCOG.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and MCOG laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of MCOG is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the MCOG agency concerned.

11. INDEMNIFICATION: CONTRACTOR shall indemnify, defend, and hold harmless the MCOG, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of MCOG. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
12. CONTRACT TERMS: The term of this Agreement shall be from October 1, 2024 through September 30, 2029.
13. At least six months prior to contract termination, the MCOG Board or its delegate shall conduct a performance review of the CONTRACTOR and a cost analysis. Based on the results of the performance review and cost analysis, the Board may elect to amend this contract for additional period of time not to exceed five years.

14. MCOG reserves the right to terminate this agreement at any time upon providing CONTRACTOR one hundred twenty (120) days' notice. In the event this Agreement is terminated prior to the expiration of the original five years, CONTRACTOR shall be paid on a prorated basis for only that portion of the contract term during which CONTRACTOR provided services pursuant to this Agreement.
15. TIME: Time is of the essence.
16. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
17. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
18. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of MCOG, its officers, directors, employees or agents, in advertising or publicity releases or otherwise unless the sole purpose of such advertisement or publicity is for communication or outreach to the community which relates to MCOG meetings or projects and/or duties identified in the scope of work attached hereto as Exhibit A without securing the prior written consent of MCOG in each instance.
19. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between MCOG and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
20. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
21. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

22. ASSURANCE OF PERFORMANCE: If at any time the MCOG has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, MCOG may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to MCOG, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of MCOG's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MENDOCINO COUNCIL OF GOVERNMENTS

CONTRACTOR/COMPANY NAME

DRAFT

By: _____

By: _____

CHAIRMAN

Date: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Social Security No. _____

APPROVED AS TO FORM:

Or Tax I.D. No.

Attorney for MCOG

By: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXHIBIT A

Scope of Services

To be determined upon award of contract.

DRAFT

EXHIBIT B

Payment Terms

To be determined upon award of contract.

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected or appointed officials, employees or volunteers against any claims, actions, or demands against them, or any of them, and against any damages, liabilities or expenses, including costs of defense and attorney's fees, for any claims of any sort related to this agreement and/or the action of contractor and its employees arising out of the performance of this Agreement by CONTRACTOR.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONTRACTOR'S and subcontractors' employees.

1. CONTRACTOR shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:
 - a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
 - b. Vehicle/ Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

**EXHIBIT A. PROJECT TASKS/SERVICES, TIMELINE,
AND BUDGET**

DRAFT

**EXHIBIT B. DEBARMENT AND SUSPENSION
CERTIFICATION**

DRAFT

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.

2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to MCOG.

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by MCOG. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to MCOG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name of Firm

Signature (original signature required)

DRAFT

Date

**EXHIBIT C. FEDERAL TAX FORM W-9, REQUEST FOR
TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**

DRAFT

**EXHIBIT D. DISADVANTAGED BUSINESS
ENTERPRISES (DBE) INFORMATION FORM**

DRAFT

EXHIBIT E. CERTIFICATIONS

DRAFT

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 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attached code for the complete statutory language.

Current members of the MCOG Board of Directors are attached.

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 MCOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

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

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

YES NO

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

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

California Government Code Section 84308

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

use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

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

For more information, contact the Fair Political Practices Commission,
428 J Street, Suite 800,
Sacramento, CA 95814,
(916) 322-5660.

MCOG Board of Directors

Agency	Representative	Alternate Representative
County of Mendocino County of Mendocino City of Fort Bragg Countywide Public Appointee City of Willets City of Ukiah City of Point Arena	Dan Gjerde John Haschak Bernie Norvel Micheal Carter Greta Kanne Josefina Duenas Jeff Hansen	Glenn McGourty Pending Larry Stranske Susan Sher Anna Dobbins

DRAFT

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application ___ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing ___ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier _____, if Known:</p> <p align="center">DRAFT</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Exhibit B

Dow & Associates Scope and Method to Provide Administrative and Fiscal Staffing Services to the Mendocino Council of Governments

Hours and Days of Operation

Dow & Associates will provide a turn-key operation to deliver Administrative and Fiscal Staffing Services to the Mendocino Council of Governments. Our offices in Ukiah will be open to the public and stakeholders, in person or by phone, Monday through Friday, 8:00 am to 5:00 pm. There are eleven holidays throughout the year when our offices will be closed.

Coordination

Coordination with the Planning Services contractor is a theme that repeats throughout the scope tasks described in the following sections. As the current Administrative and Fiscal Services contractor, Dow & Associates is well aware of the need for and value of close coordination with the Planning Services contractor. Dow & Associates has successfully coordinated with the other staff contractor since 2014. Although administrative and planning functions of the agency were separated in 2014 at the recommendation of Caltrans, it has been our goal to present to our partners and member agencies a seamless and unified agency staff. Although some tasks may fall more within the realm of administration or planning, the work of each contract affects and informs the work of the other.

Scope of Work

Federal and State Legislative Requirements

Regional transportation planning agencies in California must understand and work within the framework of a number of federal programs that are administered through the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). Dow & Associates **will coordinate with the planning services contractor to implement all federal transportation planning requirements** as mandated by the federal transportation bill, Infrastructure Investment and Jobs Act (IIJA), and its successor transportation bills, as well as requirements of programs created under those bills and legislation. Activities related to federal requirements include working with local agencies to ensure that Surface Transportation Block Grant (STBG) funding flows to eligible projects, assisting local agencies to improve competitiveness for funding that may be available under programs such as the Highway Safety Improvement Program, Safe Streets and Roads for All, or Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT). Detail on these responsibilities is provided in the subsequent sections of the scope.

Regional transportation planning agencies were established by State legislation. Rural agencies receive State planning funds to ensure that certain processes are maintained and products produced. Dow & Associates will **coordinate with the planning services contractor to implement all State transportation planning requirements as mandated by the State legislation, as well as requirements of programs created under the legislation**. As a Council of Governments, State law also dictates that MCOG has responsibility for certain housing related planning. Below are highlights of tasks that will be performed by Dow & Associates in accordance with State legislation. Tasks will be coordinated with the planning services contractor as appropriate. Detail on these tasks is provided in the subsequent sections of the scope.

- Coordinate with the planning services contractor to plan for and develop candidate projects for inclusion into the biennial Regional Transportation Improvement Program (RTIP)
- Coordinate with the planning services contractor to prepare, monitor, and amend the RTIP, as needed and to manage the State Transportation Improvement Program (STIP)
- Coordinate with the planning services contractor to update the Regional Transportation Plan (RTP) every four years and ensure consistency with State guidelines and APC policies
- Conduct the annual Unmet Transit Needs process
- Coordinate with the planning services contractor on the Regional Housing Needs Assessment (RHNA) process to comply with State law and aid member entities in development of housing elements.

Regional Transportation Planning Agency Administration

This functional realm includes a wide range of responsibilities including program management, Board and committee support, Overall Work Program coordination, and grant development. This section has been further subdivided for ease of review.

Agency Administration Essentials

Much of what we do as staff to MCOG falls into the category of administration essentials. These are ongoing, day to day activities that keep the agency functioning, such as **records retention**. Staff will continue to follow methods developed by Dow & Associates with appropriate training, consistent with California Secretary of State's guidance, Transportation Development Act (TDA) and other professional standards **to manage, retain and dispose of MCOG's records**.

To facilitate smooth operations, Dow & Associates has created several volumes of **policies and procedures manuals** by topic: TDA, Procurement, Board, Finance, and Records. The first three are completed; we will continue to develop the two that are in draft versions, and update as necessary. Our staff has received appropriate training for this task.

For **community relations and publicity**, we coordinate with Planning staff to create content and push out notices to the public on all MCOG matters of interest utilizing **MCOG's website** and other publicity methods. We present information in an attractive, professional manner that shows off the region's beauty and character. We have twice migrated the website to keep up with current technology. Our current chosen hosting service is designed for special districts and small agencies to easily maintain compliance such as Brown Act and ADA. (See www.mendocinocog.org.)

Manage Funding Programs

In 2017/18, in order to ensure flow-down requirements of funding that MCOG awards to member agencies, Dow & Associates created MCOG's first **Subrecipient Cooperative Agreements, along with annual exhibits**, for a five-year term, comprising flow-down terms for all applicable funding sources. The format was approved by MCOG's counsel and the five member agencies were introduced to this new procedure. In 2022/23 we updated the master agreements, which have been executed with two years of exhibits detailing scopes of work and budgets. We will continue to maintain these agreements and update the master agreement on the five year schedule.

In order to **administer and distribute funds received through the Surface Transportation Block Grant (STBG) Program**, Dow & Associates follows MCOG adopted policy, tracking three separate components through budget allocations: Partnership Funding projects, Local Assistance staffing, and Formula Distribution to the member agencies. In 2021 we revised claim procedures to streamline

distribution management, improving efficiency going forward. Expenditure reports are provided as required with each annual agreement and fund balances are reported in annual fiscal audits.

Dow & Associates is responsible for MCOG's **administration of Transportation Development Act (TDA) funds, Rural Planning Assistance (RPA), grants and related funds**. Dow & Associates developed MCOG's TDA Policies & Procedures manual, which guides staff in each annual cycle of activities. RPA and planning grants are largely used in the Transportation Planning Overall Work Program (OWP), so Administrative staff coordinates with Planning staff in those cases, by integrating funding into MCOG's budget, reviewing and signing requests for reimbursement, and reconciling accounting records. We will continue dedicating qualified staff to these tasks.

A new responsibility is management of the **SB 125 transit funding program, including selection of projects, preparation of short-term and long-term financial plans, allocation submission, and fund distribution**. Dow & Associates staff drafted the first Allocation Plan in coordination with Mendocino Transit Authority, and consulted with CalSTA on project eligibility and related questions. The conceptual plan was approved by MCOG's Board and staff successfully transmitted the allocation package as required. We have added this funding source to MCOG's budget and will continue to manage the funds and implement the program over the current and future cycles in compliance with program requirements. Additional tasks that will be conducted by Dow staff are amendment/ update of the allocation plan in order to utilize additional funding and development of a long-term financial plan.

MCOG Board & Committee Support, Facilitation & Coordination

MCOG Board meetings are typically held ten times each year. The Board meets as the Regional Transportation Planning Agency and the Mendocino SAFE Board as needed. Dow & Associates staff coordinates with the Planning Services contractor to **identify necessary agenda items**, then **compiles and organizes all agenda material** into a packet of consistent standard (often praised by Board members). Meeting preparation also includes writing and arranging for publication of **all necessary legal notices** with local/regional newspapers, as required for specific items. Dow staff **prepares reports** for administrative agenda items for inclusion in the Board packet. Senior staff oversees quality control before release. Brown Act and all applicable meeting laws are followed in noticing, posting and quorum requirements, both online and physically onsite. We reserve meeting venues and prepare the meeting room on meeting days. Dow & Associates **prepares minutes** for all Board meetings. Now that Board meetings are held in a hybrid format, Board meeting preparation includes coordinating with Board members to establish remote locations, setting up and managing the virtual meeting platform, and ensuring that the public is able to access the meeting remotely. We will continue these practices in the new contract period.

MCOG's **Executive Committee and Transit Productivity Committee** each meet one to two times per year. The Executive Committee reviews the agency's preliminary budget and makes recommendations for transit funding. They also discuss higher level policy issues as needed. As MCOG Administrative and Fiscal staff, we will schedule and arrange for meeting venues, plan agendas, write reports and prepare minutes for all Executive Committee meetings. Meeting procedures will be conducted in compliance with the Brown Act. These same tasks will be conducted for meetings of the Transit Productivity Committee (TPC). The TPC's responsibilities are discussed in the TDA Administration subsection of this scope.

MCOG's **Technical Advisory Committee** is made up of staff representatives of JPA member and other partner/stakeholder agencies. Dow & Associates coordinates with the Planning Services contractor to

develop agendas for these monthly meetings and **writes reports on topics related to MCOG administrative** functions. In her role as MCOG Executive Director, Nephele Barrett **runs the meetings**, and other Dow & Associates **staff attends** as appropriate. Dow & Associates intends to continue this system for the upcoming contract.

Grant Preparation & Administration

One of the critical roles of MCOG's Administrative and Fiscal Staffing Services contractor will be to bring in additional funding to the region through competitive grant programs. We have a long history of success in competitive grant programs and have secured funding for critical projects such as the Covelo SR 162 Corridor Multi-Purpose Trail and Gualala Downtown Streetscape projects. Success in grant programs begins with ensuring that our local projects can compete **by monitoring, assessing, and providing input to relevant federal and state policy and document development**, such as the Climate Action Plan for Transportation Infrastructure. It also involves watching for new funding opportunities that may become available and identifying projects that may fit with these opportunities, for both MCOG projects as well as local agency projects. As MCOG staff, Dow & Associates has been actively **participating and providing comment in development of grant programs and policies** for many years, advocating for programs to address the needs and issues of rural projects. We will continue these efforts in the new contract period. We will also continue our existing practices of working with the Planning Services contractor to **prepare and submit grant applications and assist local and partner agencies with grant applications**. We have demonstrated our strong grant writing skills, which have proven successful for MCOG. For grants awarded to MCOG, we will conduct all required steps for **administration of grant funds** as appropriate, such as reporting and submitting requests for reimbursement. All grants will be **administered consistent with the individual grant programs and relevant State and federal requirements**, such as Disadvantaged Business Enterprise requirements.

One of Dow & Associates' accomplishments during the current contract period was securing funding for and initiating a much-needed trail project along SR 162 in Round Valley. As MCOG staff, we are now **administering and implementing the Active Transportation Program (ATP) grant funds and associated project and contracts**. We have conducted competitive procurement processes for all components of this project, such as design, right-of-way, and construction. Final construction and post-construction activities are expected to extend into the new contract period. We will continue administering these contracts and project progress through the duration of the project and post-construction monitoring. This includes coordination with partner agencies Caltrans and the Round Valley Indian Tribes, regular Project Development Team meetings, and arranging for post construction monitoring.

Overall Work Program Coordination & Oversight

As the Administrative and Fiscal contractor, Dow & Associates **will coordinate with the Planning Services contractor in development, delivery and administration of the annual Overall Work Program (OWP)**. Based on agency needs and current issues, we will **identify regional projects to propose in the OWP**. We will provide oversight and collaboration with the Planning Services contractor and Technical Advisory Committee during development and preparation of the OWP and member agency project selection. Once approved, Dow & Associates will **coordinate with the Planning Services contractor to implement** projects in the OWP. The Executive Director will be involved at an administrative level in all MCOG led projects in the OWP, including public outreach components of the projects.

During implementation of the OWP, Dow & Associates will **oversee contract preparation and management for discretionary OWP projects** that will be conducted by consultants (not considered sub-contracts as they contract with the agency) rather than in house. Dow & Associates currently

provides a **Contracts Officer** familiar with these procedures who coordinates with the Planning project managers in order to ensure all appropriate requirements are included and procurement policies are followed.

Regional Plan and Program Development

MCOG's **Regional Transportation Plan (RTP)** is the primary long-term planning document of the agency and is updated every four years. In recent updates, the **Active Transportation Plan** has been incorporated into the RTP to form one document, the *Mendocino County Regional Transportation Plan and Active Transportation Plan*. The development process is **conducted in collaboration with the Planning services contractor** and includes multiple rounds of public and stakeholder engagement, as well as local agency and Tribal government input. Dow & Associates will be particularly involved in **drafting policies for the plan as well as estimating revenue assumptions** for use in development. Dow & Associates executive staff will provide input throughout development of the RTP/ATP and thoroughly review all drafts. We will also be involved in engagement and outreach throughout development, including developing and posting updates and material for the agency's website and leading workshops. We will facilitate review by both the Technical Advisory Committee and MCOG Board and ultimate adoption by the Board. The next update of the RTP and ATP will begin in the first year of this new contract period and will be completed in early 2026.

MCOG's **Regional Transportation Improvement Program (RTIP)** is prepared every other year in order to **program projects in the State Transportation Improvement Program (STIP)**. As MCOG administrative staff, we have conducted multiple updates to the agency policies that guide development of the Regional Transportation Improvement Program and utilization of the region's STIP funds. Every other year, the Dow & Associates team will collaborate with the Planning Services contractor to **plan for and develop the RTIP**, conduct a call for projects if warranted, engage the public, and facilitate approval through the TAC and MCOG Board. We will collaborate for **ongoing monitoring** following approval to ensure that projects are delivered, participate in local agency status meetings, and prepare amendments or extensions as needed to manage funding consistent with State adopted STIP guidelines.

The **Carbon Reduction Program** is a fairly new program. Within the last few months, MCOG approved policies and a project selection process for awarding funds, which had been prepared by contract staff. Dow & Associates staff will coordinate with the Planning Services contractor to **conduct calls for projects and work with Caltrans to program** once projects are approved by the MCOG Board. Following programming, we will **work with the local agencies to monitor project delivery and ensure use of funds**. This process will be used for other similar programs as they are created through State or federal legislation. A previous example of this process was the Highway Infrastructure Program, which we continue to monitor.

Transit Development Act Administration

MCOG is the entity responsible for **administering the Transportation Development Act (TDA)** in the Mendocino County region. Dow & Associates has become expert in these procedures. We have implemented key annual tasks as described in this section.

Chief among these is conducting the annual **Unmet Transit Needs process** consistent with TDA. We begin each cycle by **convening the Social Services Transportation Advisory Council (SSTAC)** in November or December and staff a workshop to identify all known needs. We publish a 30-day legal notice in local newspapers and through MCOG's website and interested party emails advertising the

public hearing at a regular Board meeting in December or February. We present the SSTAC's list along with any written testimony received, and the Board hears needs from the public at its meeting. The Board takes action to forward all needs to Mendocino Transit Authority (MTA) for analysis. (Note there is only one eligible transit claimant in the region.) In April or May, we **convene the Transit Productivity Committee (TPC)**, who receives MTA's report. Consistent with MCOG's adopted definitions, the TPC makes a recommendation to MCOG's Board for any **needs found "reasonable to meet" for funding** in MTA's annual claim. The SSTAC meets again to review the report and makes its own recommendation. As part of our budget package for adoption in June, we present to the Board a resolution to make the recommended finding. **Three options are available for action:** There are no unmet transit needs; there are unmet transit needs including some that are reasonable to meet; or there are no unmet transit needs that are reasonable to meet.

Another imperative is to **analyze transit funding and maintain performance criteria to evaluate efficient and effective use of funds**. Tasks include **preparing reports, agendas and minutes for Transit Productivity Committee meetings**. Consistent with MCOG's adopted policies developed by Dow & Associates, the following process has worked well. Administrative staff (Deputy Director) **collects reports by MTA of transit performance data** from the preceding calendar year for each service type. The Deputy Director then **prepares analysis** of the data, which **updates the adopted cost standards** using a three-year "CPI Adjusted Rolling Average" based on actual performance, and applies other standards adopted or in statute. A staff report is prepared noting trends and highlights for the past one-year and three-year periods for review in the TPC meeting, to **consider any productivity improvement opportunities**. We also present for consideration any needed adjustments to the standards. Staff then prepares a report to the MCOG Board for information and potential action. It may be noted that Dow & Associates was instrumental in facilitating the addition of a seat on the TPC representing the five senior centers in Mendocino County that provide specialized transportation services.

As described here, Dow & Associates provides staffing to conduct meetings of the **Social Services Transportation Advisory Council (SSTAC)**, including reports, agendas and minutes. We gather material, facilitate meetings, document SSTAC business, and bring any recommendations to MCOG's Board for approval, including membership nominations. Typically, we convene the SSTAC twice a year.

Executing fiscal and performance audits are essential administrative tasks that reflect progress and completion of these required elements. Dow & Associates has issued Requests for Qualifications for CPA's, and five-year authorizations have been approved by the Board for fiscal auditors, with engagements signed annually by staff. Dow & Associates provides a financial officer (Deputy Director/CFO) to work directly with the selected accounting firm to produce the audit. The CFO also prepares and submits to the State Controller the annual Financial Transactions Report. For triennial TDA performance audits, RFQs are issued for each engagement; the Deputy Director acts as Project Coordinator. Consistent with TDA, Mendocino Transit Authority is consulted on selection of the performance audit firm. We propose to continue this process in the new contract period. All of MCOG's fiscal and performance audits in the years during the 2014-2024 contract period with Dow & Associates have been fully compliant and prior recommendations implemented. MCOG staff was commended for significantly improving compliance with transit productivity annual requirements, among other mentions.

Fiscal Services

Along with funding comes the fiduciary responsibility of managing the funds. Dow staff has developed systems and routines to efficiently handle day-to-day and year-to-year procedures.

Each year begins with **preparation of budgets for the Local Transportation Fund and State and federal funding** received in MCOG's cash accounts. Beginning with the County Auditor's estimate of Local Transportation Funds, due in February, staff prepares a first draft budget for Executive Committee review, with participation by MTA management as a major claimant. The committee's recommendation informs the Area Apportionment notice, which staff issues by March 1 annually. After MTA submits their annual claim by April 1, the Transit Productivity Committee meets to review and recommend on the claim and Unmet Transit Needs. Staff further develops the budget based on these recommendations and other fund revenues and balances available, such as the draft OWP prepared by planning staff. Administrative staff presents a budget workshop at the Board's regular meeting in May. Collecting all available information, **staff prepares allocating resolutions and a budget package** with narrative and reference notes for Board adoption in June. The final budget is posted on MCOG's website, and staff prepares and transmits instructions to the County Auditor as trustee of the funds. Amendments are prepared for Board approval during the fiscal year as needed.

We will **administer the overall RTPA budget in coordination with the MCOG Planning Services contractor**. After adoption of a budget and OWP, staff from both Administration and Planning will **review and approve vendor or claimant invoices for payment** consistent with budget allocations and consultant contracts, depending on the project or expenditure. Portions of the budget that are not part of the OWP are administered entirely by our administrative staff.

We then **process approved claims**. Dow & Associates has staff cross-trained and adept in use of the County's Munis Finance System, the interface for all of MCOG's cash accounts held in the County Treasury. Individual access credentials are established with the Information Services division. Additionally, Dow & Associates staff developed MCOG's internal QuickBooks system, which provides more accurate accrual tracking in real time (compared to Munis reports similar to bank statements). The QuickBooks system is customized for MCOG and has been vetted by independent CPAs. In this way, we **accumulate and segregate costs as required by government Cost Principles**. Dow staff reconciles the two systems quarterly and year end. The annual fiscal audits are based on MCOG's QuickBooks trial balances, with Munis for verification. Usually staff submits payable batches to the County Auditor's office every other week or as needed, in the form of purchase orders that are reviewed by County staff, who then cuts checks and mails directly to claimants.

Certain revenues are collected by **executing federal and State reimbursement agreements**. Administrative and Planning staff coordinate to execute funding agreements. These are done as soon as received from Caltrans. RPA funds come under the OWP master agreement, so annual agreements are executed along with OWP adoption in June for the coming fiscal year. PPM funds come with a separate annual agreement, typically executed in the fall of the year funded (second fiscal quarter). Grant fund agreements are executed intermittently, depending on the projects awarded. Administration handles annual STBG/RSTP agreements, normally executed from April to June of the funded year (fourth fiscal quarter).

Following signed funding agreements, we **oversee reimbursement procedures for the Transportation Planning Work Program (OWP) and other programs**. Administrative and Planning staff coordinate to process invoices and requests for reimbursement from funding sources, as appropriate. Usually planning

staff will prepare a quarterly RFR for review and signature by Administration. In the case of the Surface Transportation program, our Administrative staff will invoice Caltrans annually to receive the funds.

Interagency Relationships & Representation

An integral part of providing administrative services to MCOG is creating and maintaining positive relationships with the local, regional, Tribal, State and federal agencies that play key roles in our region or in the programs that benefit and affect our region. In its many years providing Administrative and Fiscal Services to MCOG, Dow & Associates has excelled in this area. We have created strong relationships with staff of the JPA member agencies and other local agencies, such as the Mendocino Transit Authority. When needed, we participate in Board or Council meetings of our member agencies, as well as their advisory groups, such as the local Municipal Advisory Councils. These relationships enable us to easily work with these agencies to understand needs, conduct planning efforts that include those agencies, and ensure that both planning and capital project delivery tasks are accomplished.

Several years ago, Dow & Associates staff began organizing **Senior Center Transportation workshops** to facilitate discussion and among the senior centers that provide transportation in the region and with Mendocino Transit Authority. These workshops have provided a venue for idea sharing and problem solving. Dow & Associates will continue to hold annual workshops through the new contract period.

As appropriate, Dow & Associates will continue to **engage with State and federal elected officials** or their staff. Engagement is most likely to be topic or project specific, for instance to collaborate on support for a project. Dow & Associates staff also **monitors and assesses legislation** that may affect MCOG, its member agencies, or regional transportation in general. When appropriate, we **prepare and submit comments to the elected officials** or their staff on proposed legislation or letters in support or opposition to legislation if approved by the MCOG Board or consistent with MCOG policies. We propose to continue this approach in the new contract period.

The **California Transportation Commission** is one of the major agencies with which Dow & Associates will interact as MCOG staff. They and their staff are responsible for developing and approving guidelines and allocations for many of the programs that fund transportation projects in our region. In this contract period, we will continue to **serve as a liaison to the CTC**, interacting with staff and regularly attending Commission meetings to provide comment as needed or be available for questions, not only for MCOG projects or interests, but for those of our local agencies as well. As MCOG staff, Dow & Associates is currently in the process of organizing a California Transportation Commission Town Hall meeting to be hosted by MCOG in April of this year. Of course, we also interact with **Caltrans** staff on a nearly daily basis. They are a key partner and frequent funding agency in many of our efforts, and maintaining this relationship is critical. Dow & Associates has strong relationships with District 1 staff as well as key staff in Caltrans Headquarters that enable us to successfully move our own projects forward and serve as liaison for local agencies. Dow staff regularly participates in **Project Development Team meetings** for Caltrans implemented projects, particularly those with MCOG awarded funding. This gives an opportunity to encourage inclusion of locally desired project components during development. To a lesser extent, our interactions with State agencies also include the **California State Transportation Agency** for policy development and SB 125 transit funding, **California Air Resources Board** for specific clean transportation grant programs, and **Housing and Community Development** in regards to the Regional Housing Needs Allocation and Regional Early Action Program. More recently, contacts have been made with the **California Energy Commission** to coordinate with partners on zero emission vehicle projects and opportunities.

In addition to State agencies, we also participate in several statewide or regional organizations as staff to MCOG. In this upcoming contract, we will ensure continued membership in the **California Association of Councils of Government (CALCOG)** and attend both board and California Association of COG Director's meetings, which have been a valuable source of information on upcoming legislation and policies. We will continue to actively participate in the **Rural Counties Task Force**. Nephele Barrett, in her role as MCOG Executive Director, has served as an RCTF officer for the last four years, and is the current RCTF chair. We will also continue MCOG's active participation in the **Regional Transportation Planning Agency statewide group meetings**, held prior to each CTC meeting. Dow & Associates staff has been actively engaged in the 16-county **North State Super Region** since its inception, including initiating a new North State Zero Emission Vehicle (ZEV) Working Group. We propose to continue this participation in the upcoming contract period. In addition to active participation in these statewide or regional groups, we will also continue participation in **committee assignments** as needed for these groups or related to specific topics.

Dow & Associates, as MCOG staff, will continue efforts to strengthen relationships with **Native American Tribal governments in the region**. Over the last decade, Dow & Associates has worked to expand MCOG's working relationships with Tribal governments in Mendocino County, and will continue to do so in this new contract. We are participants in the semi-annual Mendocino County Tribes/Caltrans meetings, which provide a venue for discussion with all tribes in Mendocino County. In addition, we participate in the annual Tribal Transportation Summits, also organized by Caltrans, which is a more formal, presentation focused event. Tribal government representatives are included in our grant communication and outreach. In collaboration with the Planning Services contractor, we have established a goal to implement a MCOG hosted tribal workshop, to provide opportunity for a more informal, project focused discussion. In addition to this general **coordination and consultation**, we will continue engaging with the Tribes and consult as needed on a project specific basis, which may include attendance at Tribal Council meetings. For example, we have had significant coordination with the Round Valley Indian Tribes government and staff during implementation of the Covelo SR 162 Corridor Multi-Purpose Trail project. The collaboration with the Tribe on this project has provided great experience to Dow & Associates staff that will be valuable in continued Tribal relations in the future.

Local Assistance

As MCOG staff, Dow & Associates has a successful history of providing **local assistance to our member and partner agencies**. There has been a particular need for this assistance as programs continue to change at the State and federal level. This has been of benefit not only to the smaller agencies, but to larger agencies as well. We will continue to provide assistance with tasks involved in **management and delivery of projects**, such as project reporting and meeting eligibility requirements under SB 1, **grant application assistance**, and **data collection**, such as traffic or bike and pedestrian counts, and coordinating with Caltrans for FSTIP programming and amendments for federal funded projects. The task may also include assistance with preparation of **initiation documents** for State programs or the Regional Transportation Improvement Program. We will participate in **local agency/ Caltrans status meetings** for the Cities and County as a way to stay up to date on project milestones and ensure timely use of funds, and schedule additional meetings if needed.

Joint Powers Authority/Council of Governments Functions

MCOG's JPA identifies specific responsibilities including transportation planning, economic development, regional housing related planning, and regional planning in other functional areas authorized by member agencies. Most of the tasks and responsibilities carried out by Dow & Associates

as MCOG staff fall within the regional transportation planning functional area. Responsibilities taken on for the COG outside of that area are summarized in this section.

One major responsibility is conducting the **Regional Housing Needs Allocation** every eight years. Dow & Associates will continue to do this in coordination with the Planning Services contractor in the upcoming contract period. The process is conducted over about a year, in collaboration with the member jurisdictions. MCOG's contract staff first works with the California Department of Housing and Community Development (HCD) to accept or appeal the determination of housing units assigned to the region. Then we work with the jurisdictions through an iterative process to arrive at a regional allocation. Implementation by local agencies through their housing elements is then monitored, and the RHNA may be amended if needed. We anticipate conducting the next RHNA process in FY 26/27. State law and HCD have established procedures that Dow & Associates will follow in implementing this process. Dow staff is currently coordinating with the Planning Services contractor on an amendment in response to a proposed annexation, which may continue into the upcoming contract period.

In 2020, funding was made available from the State to organizations that have RHNA responsibility through the **Regional Early Action Planning** program (REAP). Dow & Associates staff was instrumental in initiating this program within Mendocino County. We coordinated with the Planning Services contractor to apply for funds and conduct a local application process for suballocation. We expect that the work under this program will be nearing completion by the start of the new contract period. If similar funding programs are made available in the future, Dow & Associates will again participate as MCOG staff to implement and administer the programs as appropriate.

As MCOG staff, we will periodically participate in **other regional planning efforts**. Nephele Barrett, as Executive Director, is currently participating as a voting member of the Redwood Region RISE Jobs First initiative, as approved by the MCOG Board. This will allow valuable input into the year long, multi-county **economic development effort** through monthly meetings and project nomination, which will continue into the new contract period. Another example is the effort to have a regional role in **reducing greenhouse gasses and climate change**, which has led Dow staff to participate in development and possible implementation of the new Rural Regional Energy Network (RuralREN) to bring **energy efficiency programs** to the residents of Mendocino County. Implementation of the RuralREN is on hold, pending a decision of the California Public Utilities Commission (CPUC). Because the outcome is unknown at this time, staffing for implementation of this possible future responsibility is not included in this scope. Following CPUC approval, Dow & Associates will provide staffing for implementation as appropriate and approved in an addendum or amendment to this scope.

Mendocino County Service Authority for Freeway Emergencies (SAFE)

Dow & Associates, in collaboration with the Planning services contractor has been responsible for successful installation of the Mendocino Service Authority for Freeway Emergency (SAFE) existing motorist aid call box system, which includes cellular and satellite boxes. We will coordinate with the Planning Services to continue administration and maintenance of the system, as well as plan for and implement changes and upgrades as appropriate. This includes coordinating with the Planning contractor to ensure **monitoring of operational reports**. Following inspections by the Planning services contractor, we will arrange for repairs or other service to be provided by the technical contractor to **address technical issues**. We will provide for **seasonal maintenance** and cleaning of each site, apply for encroachment permit applications, and prepare and oversee contracts with California Highway Patrol and the technical maintenance contractor.

Over the last couple of years, Dow & Associates has been working with the Planning Services contractor and technical maintenance contractor to address the need to **upgrade hardware** in the existing system resulting from a change in the cellular network. This will likely continue into the new contract period.

As the Administrative and Fiscal Services contractor, we will **prepare annual budgets** for the program, facilitate and **prepare reports and agendas for SAFE Board meetings** as needed, and process for payment all invoices for technical maintenance, satellite service and cellular service. Long term planning for the SAFE system in the new contract period will include coordinating with the Planning services contractor to conduct an update of the **Mendocino SAFE action and implementation plan** and participation in the **statewide CalSAFE group** to monitor new technologies and activities of other programs around the State.

Dow & Associates Schedule of Contract Performance

Regularly Occurring Tasks and Milestones

Much of the work to be performed is ongoing and does not lend itself well to a schedule. Tasks that are either too frequent, are ongoing, or have an undetermined schedule are not included here. For instance, supporting local agencies on project delivery, coordinating with the Planning contractor on OWP implementation, records management, or monitoring call boxes happens on an ongoing basis. Tasks such as processing of the agency’s claims are conducted on an approximately weekly basis. The timing of other efforts, such as grant guideline monitoring and grant writing are dictated by the programs themselves, which often have fluctuating timelines. Shown in the following tables are highlights of some of the recurring major tasks.

Monthly Tasks (approximate)	Quarterly or Semi-Annual Tasks (approximate)
<ul style="list-style-type: none"> • MCOG Board meetings and preparation • MCOG TAC meeting • California Transportation Commission meetings • CalCOG Board meetings • Rural Counties Task Force meetings (bi-monthly) • Regional Transportation Planning Agency statewide meetings 	<ul style="list-style-type: none"> • Mendocino SAFE Board meetings • Caltrans/Native American Tribal meetings • Caltrans District 1/RTPA Directors’ meetings • Call box cleaning and vegetation removal • Social Services Transportation Advisory Council Meetings • Executive Committee Meetings • North State Super Region meetings • NSSR ZEV Working Group meetings • Local Agency/Caltrans Project Status meetings
Annual Tasks	
<ul style="list-style-type: none"> • Budget preparation • Overall Work Program development, implementation, and oversight • Sub-recipient Agreement development and processing • Unmet Transit Needs process • Fiscal Audits • District 1 Tribal Summits • Transit performance review with Transit Productivity Committee • Senior Center Transportation Workshops • CalSAFE meetings 	

Intermittent Tasks & Milestones

In the table below are some of the items or milestones that will occur during the five year contract period on a less frequent basis. These are not annual or ongoing activities, so lend themselves better to a schedule format. Some of the processes to reach the milestones shown in this table may extend over more than the Fiscal Year in which the milestone is shown. Some competitive programs listed are examples of potential funding sources that are often considered, although not mandatory. Cycles for these may vary.

Task or Milestone	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29-29/30 Q1
SB 125 Allocation Plan Update	✓	✓			
Performance Audits for MCOG & MTA	✓			✓	
Regional Housing Needs Allocation Amendment	✓				

Regional Transportation Plan & Active Transportation Plan Adoption		✓			
Regional Housing Needs Allocation Plan Adoption			✓		
Renew Five-Year Master Subrecipient Agreements				✓	
Regional Transportation Improvement Program Adoption		✓		✓	
Mendocino SAFE Implementation Plan update	✓				
SB 1 Programs grant cycles	✓		✓		✓
Active Transportation Program grant cycles	✓		✓		✓
Carbon Reduction Program call for projects	✓	✓	✓		

Dow & Associates Budget for Providing Administrative and Fiscal Staffing Services to the Mendocino Council of Governments

The budget identified herein includes operating costs to staff the administrative and fiscal services of the Mendocino Council of Governments and Mendocino County Service Authority for Freeway Emergencies. This includes costs of professional, administrative, clerical services, office facilities, computers and related technology, industry specific equipment such as counters, utilities, printing and reproduction, mileage and routine travel, telephone, postage and delivery, publication, office supplies, office training, standard legal notices, furniture and equipment, professional memberships, contractor insurance (liability, employee health, & disability), seasonal call box cleaning, and all other operating expenses.

Costs that shall be funded separately by Mendocino Council of Governments include agency legal services, environmental reviews, County Auditor services, travel for COG Directors, CalCOG, CalACT and NSSR dues, audits of the COG and the transit operator (fiscal, compliance and performance), meetings venue costs, third party website fees, conference and training fees and associated travel costs, and any insurance beyond that required of contractor related to the provision of services contemplated by the RFP. These costs are identified in the MCOG Administration Budget as Total Other Direct Costs, and for FY 2023/24 amount to \$58,500.

Costs that shall be funded separately by Mendocino SAFE include satellite and cellular call box provider fees, technical call box repairs and upgrades provided by the maintenance contractor, and the annual CHP contract fee. These expenses are included as individual line items in the annual SAFE budget.

Budget Detail

Included in the following tables are individual fully loaded hourly rates for employees. These rates include overhead, employee benefits and salary related costs, and fee. The tables provide the breakdown of staffing hours and costs between MCOG and the Mendocino SAFE, which have separate agency budgets, and the total cost for each.

The contract cost will be increased at the start of each new Fiscal Year, starting with July 1, 2025, in accordance with California Consumer Price Index – California, All Urban Consumers (California Department of Industrial Relations, Division of Labor Statistics and Research), to be applied cumulatively. We will also propose any additional minor cost changes in each subsequent year that might not be reflected in an inflationary increase, such as merit increases for employees or excessive health benefit increases. These adjustments will be proposed during the annual budget process.

Mendocino Council of Governments

Position	Approximate Weekly Hours	Fully Loaded Rate	Year Total
Executive Director – Nephele Barrett	29.5	\$173.18	\$226,831.16
Deputy Director/CFO – Janet Orth	40	\$135.98	\$244,764.00
Regional Project Coordinator – Michael Villa	21.5	\$87.66	\$85,564.93
Administrative Assistant – Jody Lowblad	22.5	\$58.64	\$59,373.00
Senior Planner (resource) – John Speka	15 (annual)	\$122.02	\$1,830.27
Total			\$618,363.36

Mendocino Service Authority for Freeway Emergencies

Position	Approximate Weekly Hours	Fully Loaded Rate	Year Total
Executive Director – Nephele Barrett	2.5	\$173.18	\$19,222.98
Regional Project Coordinator – Michael Villa	3	\$87.66	\$11,939.29
Administrative Assistant – Jody Lowblad	1	\$58.64	\$2,638.80
SAFE Direct Expenses			\$8,040.00
		Total	\$41,841.07

Additional Work

The staff hours and associated budget shown above are based on what we have found to be an ideal level of staffing to meet the current administrative and fiscal needs of MCOG and Mendocino SAFE. However, as we have seen over our many years of service to MCOG, needs and responsibilities may change as local and State programs, policies, and priorities change. We are prepared to meet additional needs of MCOG as they arise. We have been able to accommodate many changes to existing responsibilities with our existing staffing levels. However, more significant additions to tasks and responsibilities may require additional hours/budget. If needs of the agency increase, staffing hours could be increased at the request of the Board. Additional work by existing staff would be negotiated based on the rates included in the final contract (per the RFP). For changes that require additional staff not included in the current scope, we would propose staff and rates appropriate to the new tasks.

EXHIBIT C
DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL
REGULATIONS, PART 29 DEBARMENT
AND SUSPENSION CERTIFICATION

1. All persons or firms, including Subcontractor(s), must complete this certification and certify, under penalty of perjury, that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, and local) terminated for cause or default.

2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to MCOG.

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of actions.

The certification in this clause is a material representation of fact relied upon by MCOG. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to MCOG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Name of Firm

Signature (original signature required)

Date

EXHIBIT D
FEDERAL TAX FORM W-9, REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATION

EXHIBIT E
DISADVANTAGED BUSINESS ENTERPRISES (DBE)
INFORMATION FORM

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			14. TOTAL CLAIMED DBE PARTICIPATION
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.			
_____ 23. Local Agency Representative's Signature		_____ 24. Date	_____ 15. Preparer's Signature
_____ 25. Local Agency Representative's Name		_____ 26. Phone	_____ 16. Date
_____ 27. Local Agency Representative's Title			_____ 17. Preparer's Name
			_____ 18. Phone
			_____ 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

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

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENTCONSULTANT SECTION

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

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT F
SUB-CONTRACTOR'S LIST

SUBCONSULTANT LIST

The proposal shall include a complete list of all proposed subconsultants. All subconsultants listed must be provided a meaningful element of work within the defined scope of work. Changes to this Subconsultant List will not be allowed without prior written approval from **MCOG.**

PROPOSED SUBCONSULTANTS

Subconsultant Firm Name and Address	Scope of Work	Dollar Amount of Work
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00
Name Address		\$0.00

Name of Firm

Printed Name and Title of Signatory

Signature

Date

EXHIBIT G
CERTIFICATIONS

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 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attached code for the complete statutory language.

Current members of the MCOG Board of Directors are attached.

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 MCOG Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES

NO

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

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

YES

NO

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

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

California Government Code Section 84308

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

use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or his or her agent, or from any participant, or his or her agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7. If an officer receives a contribution which would otherwise require disqualification under this section, returns the contribution within 30 days from the time he or she knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, he or she shall be permitted to participate in the proceeding.

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

For more information, contact the Fair Political Practices Commission,
428 J Street, Suite 800,
Sacramento, CA 95814,
(916) 322-5660.

MCOG Board of Directors

Agency	Representative	Alternate Representative
County of Mendocino County of Mendocino City of Fort Bragg Countywide Public Appointee City of Willets City of Ukiah City of Point Arena	Dan Gjerde John Haschak Bernie Norvel Micheal Carter Greta Kanne Josefina Duenas Jeff Hansen	Glenn McGourty Pending Larry Stranske Susan Sher Anna Dobbins

CERTIFICATION OF RESTRICTIONS ON LOBBYING

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p align="center"><i>Congressional District, if known:</i></p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center"><i>Congressional District, if known:</i></p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="center">CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Federal Use Only</p>		<p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503