

**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, March 21, 2019
3:00 P.M.

LOCATION: **Board of Supervisors Chambers**
481 Fourth Street, Hollister, CA 95023

DIRECTORS: Chair César E. Flores, Vice Chair Jim Gillio,
Mark Medina, Marty Richman, and Ignacio Velazquez
Alternates: San Benito County: Anthony Botelho;
City of Hollister: Rolan Resendiz; San Juan Bautista: Mary Vazquez Edge

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

3:00 P.M. CALL TO ORDER:

- A. **ACKNOWLEDGE** Certificate of Posting
- B. **PUBLIC COMMENT:** (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

1. **APPROVE** Local Transportation Authority Draft Meeting Minutes Dated November 15, 2018 – Postigo
2. **APPROVE** Local Transportation Authority Draft Special Meeting Minutes Dated January 24, 2019 – Gomez
3. **RECEIVE** Specialized Transportation/Jovenes de Antaño November and December 2018 Monthly Service Reports – Valentine

4. **RECEIVE** County Express/MV Transportation November and December 2018 Monthly Operations Reports – Valentine
5. **ADOPT** Resolution 19-01 Authorizing the San Benito County Local Transportation Authority's Executive Director to Apply for and Accept Federal Transit Administration (FTA) Section 5311 Funds through the California Department of Transportation – Valentine

REGULAR AGENDA:

6. **RECEIVE** Local Transportation Authority FY 2018-19 Second Quarter Budget Report and **APPROVE** Budget Adjustment/Transfer 18-19-07 – Postigo
7. **APPROVE** Contract between the San Benito County Local Transportation Authority (LTA) and Kimley-Horn and Associates, Inc. for an Amount Not to Exceed \$150,000 for the Preparation of an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study – Valentine

Adjourn to LTA Meeting on Thursday, April 18, 2019. Agenda deadline is April 02, 2019 at 12:00 p.m.

<i>In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Local Transportation Authority Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831) 637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.</i>

**San Benito County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING**

November 15, 2018 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

Chair De La Cruz, Vice-Chair Boch, Director Gillio, and Director Velazquez

STAFF PRESENT:

County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner, Veronica Lezama; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

OTHERS PRESENT:

Mary Leon, Leona Medearis-Peacher, MV Transportation, Pauline Valdivia, Jovenes de Antaño

CALL TO ORDER:

Chair De La Cruz called the meeting to order at 3:51 p.m.

A. CERTIFICATE OF POSTING

Upon a motion duly made by Director Boch, and seconded by Director Gillio, the Directors unanimously acknowledged the Certificate of Posting. Vote: 4/0 motion passes.

B. PUBLIC COMMENT: None

CONSENT AGENDA:

1. **Approve** Local Transportation Authority Draft Meeting Minutes Dated October 18, 2018 – Gomez
2. **Receive** Specialized Transportation/Jovenes de Antaño September 2018 Monthly Service Report – Valentine
3. **Receive** County Express/MV Transportation September 2018 Monthly Operations Report – Valentine

There was no public comment on the consent agenda.

Upon a motion duly made by Director Boch, and seconded by Director Velazquez, the Directors unanimously approved Items 1-3 from the Consent Agenda. Vote: 4/0 motion passes.

REGULAR AGENDA:

4. **Operations Contracts for County Express and Specialized Transportation – Valentine**
 - a. **APPROVE** the Contract with MY Public Transportation, Inc. for Operation of San Benito County Express
 - b. **APPROVE** the Contract with Jovenes de Antaño for Operation of Specialized Transportation

Ms. Valentine gave a brief presentation on the selection of the vendors. Interviews were held on August 27, 2018. Ms. Valentine stated based on the final scores provided by the Selection Committee, staff is requesting the LTA Board approve the contracts with MV Transportation, Inc. to operate County Express and with Jovenes de Antano to operate Specialized Transportation for services effective January 1, 2019.

Chair De La Cruz asked Pauline Valdivia of Jovenes de Antaño to podium and asked if there was an increase in demand for dialysis.

Ms. Valdivia stated that there are people on the waiting list for service to dialysis.

Chair De La Cruz stated that he would support additional services if it became possible.

Ms. Valentine stated staff has applied for FTA 5310 funds for an additional bus for dialysis.

Director Gillio wanted to thank staff for the professional way the interviews were conducted by the Selection Committee.

Pauline Valdivia thanked staff for approving the contract and thanked everyone involved in the process.

There was no further discussion or public comment.

Upon a motion duly made by Director Gillio, and seconded by Director Boch, the Directors unanimously approved Item 4 as noted above. Vote 4/0 motion passes.

Upon a motion duly made by Director Boch, and seconded by Director Velazquez, the Directors unanimously adjourned the LTA meeting at 4:00 p.m. Vote: 4/0 motion passes.

ADJOURN TO LTA MEETING DECEMBER 20, 2018.

**San Benito County
LOCAL TRANSPORTATION AUTHORITY
SPECIAL MEETING**

January 24, 2019 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

César E. Flores, Jim Gillio, Mark Medina, Marty Richman, and Ignacio Velazquez

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Administrative Services Specialist, Kathy Postigo; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

CALL TO ORDER:

Chair Flores called the meeting to order at 3:56 p.m.

A. CERTIFICATE OF POSTING

Upon a motion duly made by Director Gillio, and seconded by Director Medina, the Directors unanimously acknowledged the Certificate of Posting. Vote: 5/0 motion passes unanimously.

B. ELECT LTA Chairperson for 2019

Upon a motion duly made by Director Richman, and seconded by Director Gillio, the Directors elected César E. Flores as LTA's Chairperson for 2019 and Jim Gillio as LTA's Vice Chairperson for 2019. Vote: 5/0 motion passes unanimously.

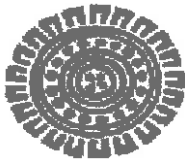
C. ELECT LTA Vice Chairperson for 2019

Upon a motion duly made by Director Medina, and seconded by Director Richman, the Directors elected Jim Gillio as LTA's Vice Chairperson for 2019. Vote: 5/0 motion passes unanimously.

There was no public comment on Items B. and C.

Upon a motion duly made by Director Gillio, and seconded by Director Medina, the Directors unanimously adjourned the LTA meeting at 3:58 p.m. Vote: 5/0 motion passes unanimously.

ADJOURN TO LTA MEETING FEBRUARY 21, 2019.



Jovenes de Antaño
Specialized Transportation Services
Monthly Service Report - November 2018

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	428	260.50	3,823	\$ 669.00	19
Senior Lunch	556	110.00	808	\$ -	19
Medical/Shopping Assistance	126	91.75	927	\$ 157.50	18
Total	1,110	462.25	5,558	\$ 826.50	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	84	31.00	395	\$ -	4
Total	84	31.00	395	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	512	291.50	4,218	\$ 669.00	23
Senior Lunch	556	110.00	808	\$ -	19
Medical/Shopping Assistance	126	91.75	927	\$ 157.50	18
Total	1,194	493.25	5,953	\$ 826.50	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	2,818	1,542.25	21,110	\$ 2,177.25	126
Senior Lunch	2,597	598.75	4,089	\$ -	105
Medical/Shopping Assistance	611	524.50	4,793	\$ 769.25	97
Total	6,026	2,665.50	29,992	\$ 2,946.50	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
62	
63	27012
735	120183
736	114741
737	
738	103379

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	176	732
Unduplicated Passengers	100	466
Turn Downs		0
No Shows		7
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño Specialized Transportation Services Monthly Service Report - November 2018

OUT OF COUNTY

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
11/1-3/2018				20	18	20	58
11/4-10/2018	22	23	22	20	23	20	130
11/11-17/2018		33	20	26	21	21	121
11/18-24/2018	25	21	25			23	94
11/25-30/2018	19	24	22	19	25		109
Total	66	101	89	85	87	84	512

DONATIONS

M	T	W	TH	F	S	Total
						0
			87.5			87.5
			130.5			130.5
			155.5			155.5
			295.5			295.5
0	0	0	669	0	0	669

REVENUE HOURS

M	T	W	TH	F	S	Total
			13.5	14.25	7.75	35.5
12.5	14.5	16.8	9.5	11	7.75	72
	13.8	14.8	14	12.25	7.75	62.5
11.5	15.5	15.8			7.75	50.5
11	17	14.5	7.75	20.75		71
35	60.8	61.8	44.75	58.25	31	291.5

REVENUE MILES

M	T	W	TH	F	S	Total
			193	149	67	409
238	208	199	74	117	91	927
	429	178	274	109	115	1105
227	216	283			122	848
135	267	139	122	266		929
600	1120	799	663	641	395	4218

SENIOR LUNCH

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
11/1-3/2018			23	22		45
11/4-10/2018	25	22	32	26	25	130
11/11-17/2018		42	36	29	26	133
11/18-24/2018	32	30	33			95
11/25-30/2018	36	34	29	26	28	153
Total	93	128	130	104	101	556

DONATIONS

M	T	W	TH	F	Total
					0
					0
					0
					0
					0
0	0	0	0	0	0

REVENUE HOURS

M	T	W	TH	F	Total
			5.75	5.75	11.5
5.75	4.5	6.75	5.25	5.75	28
	7.25	5.75	5.75	5.75	24.5
5.75	5.75	5.75			17.25
5.75	5.75	5.75	5.75	5.75	28.75
17.3	23.3	24	22.5	23	110

REVENUE MILES

M	T	W	TH	F	Total
			23	37	60
54	52	41	20	80	247
	51	41	38	39	169
71	44	10			125
38	42	44	43	40	207
163	189	136	124	196	808

MEDICAL/SHOPPING ASSISTANCE

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
11/1-3/2018				10	6	16
11/4-10/2018	6	4	10	14	4	38
11/11-17/2018		10	10	8	2	30
11/18-24/2018	2	10	6			18
11/25-30/2018	4	10		6	4	24
Total	12	34	26	38	16	126

FARES

M	T	W	TH	F	Total
			12.5	7.5	20.0
7.5	5	12.5	15	7.5	47.5
	12.5	12.5	10	2.5	37.5
2.5	12.5	7.5			22.5
5	12.5		7.5	5	30
15	42.5	32.5	45	22.5	157.5

REVENUE HOURS

M	T	W	TH	F	Total
			5.25	4	9.25
4.75	2.25	5.25	6.75	4.75	23.75
	5.75	8.75	5.25	2.75	22.5
2.75	6.75	4.75			14.25
5.75	5.25		5.25	5.75	22
13.3	20	18.8	22.5	17.25	91.75

REVENUE MILES

M	T	W	TH	F	Total
			65	27	92
33	52	85	104	29	303
	77	106	51	15	249
29	60	27			116
33	70		39	25	167
95	259	218	259	96	927

Combined Totals 826.50



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - December 2018

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	430	258.00	3,796	\$ 370.75	20
Senior Lunch	590	108.50	919	\$ -	20
Medical/Shopping Assistance	111	102.75	788	\$ 138.75	18
Total	1,131	469.25	5,503	\$ 509.50	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	97	39.75	574	\$ -	5
Total	97	39.75	574	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	527	297.75	4,370	\$ 370.75	25
Senior Lunch	590	108.50	919	\$ -	20
Medical/Shopping Assistance	111	102.75	788	\$ 138.75	18
Total	1,228	509.00	6,077	\$ 509.50	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	3,345	1,840.00	25,480	\$ 2,548.00	151
Senior Lunch	3,187	707.25	5,008	\$ -	125
Medical/Shopping Assistance	722	627.25	5,581	\$ 908.00	115
Total	7,254	3,174.50	36,069	\$ 3,456.00	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
62	
63	28038
735	120956
736	116665
737	
738	105893

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	176	908
Unduplicated Passengers	95	561
Turn Downs		0
No Shows		7
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño Specialized Transportation Services Monthly Service Report - December 2018

OUT OF COUNTY

Week of	M	T	W	TH	F	S	Total
12/1/2018						19	19
12/2-8/2018	19	27	21	25	20	19	131
12/9-15/2018	23	22	25	25	22	19	136
12/16-22/2018	19	24	21	20	20	19	123
12/23-29/2018	21		19	21	17	21	99
12/30-31/2018	19						19
Total	101	73	86	91	79	97	527

DONATIONS							Total
M	T	W	TH	F	S		
							0
			43.75				43.75
			128.5				128.5
			130.5				130.5
							0
			68				68
0	0	0	370.8	0	0		370.75

REVENUE HOURS							Total
M	T	W	TH	F	S		
							7.75
12	15.5	10.5	14.25	10.5	7.75		70.5
14	13.5	21.75	15.5	17.25	8.75		90.75
11	13	7.5	15.5	16.25	7.75		71
7.75		10.5	12	12	7.75		50
7.75							7.75
52.5	42	50.25	57.25	56	39.75		297.75

REVENUE MILES							Total
M	T	W	TH	F	S		
							127
205	224	145	275	104	127		1080
219	230	306	209	252	70		1286
118	217	116	285	234	123		1093
119		99	182	130	127		657
127							127
788	671	666	951	720	574		4370

SENIOR LUNCH

Week of	M	T	W	TH	F	Total
12/1/2018						0
12/2-8/2018	26	28	33	21	30	138
12/9-15/2018	34	28	15	29	31	137
12/16-22/2018	28	31	37	34	31	161
12/23-29/2018	24		34	33	35	126
12/30-31/2018	28					28
Total	140	87	119	117	127	590

DONATIONS							Total
M	T	W	TH	F	S		
							0
							0
							0
							0
							0
							0
0	0	0	0	0	0		0

REVENUE HOURS							Total
M	T	W	TH	F	S		
							0
5.75	5.75	5.75		5.75			23
5.75	7.25	3.5	5.75	5.75			28
5.75	5.75	5.75	5.75	5.75			28.75
5.75		5.75	5.75	5.75			23
5.75							5.75
28.75	18.75	20.75	17.25	23			108.5

REVENUE MILES							Total
M	T	W	TH	F	S		
							0
36	41	29	71	44			221
45	60	40	44	43			232
46	46	50	51	43			236
42		46	46	51			185
45							45
214	147	165	212	181			919

MEDICAL/SHOPPING ASSISTANCE

Week of	M	T	W	TH	F	Total
12/1/2018						0
12/2-8/2018	8	6	9		6	29
12/9-15/2018	6	2		10	6	24
12/16-22/2018	8	4	8	8	2	30
12/23-29/2018	2		6	4	10	22
12/30-31/2018	6					6
Total	30	12	23	22	24	111

FARES							Total
M	T	W	TH	F	S		
							0
10	7.5	11.3		7.5			36.25
7.5	2.5		12.5	7.5			30
10	5	10	10	2.5			37.5
2.5		7.5	5	12.5			27.5
7.5							7.5
37.5	15	28.8	27.5	30			138.75

REVENUE HOURS							Total
M	T	W	TH	F	S		
							0
3.75	4.75	13	6.25	5			32.75
5.75		4	4.75	3.75			18.25
4.75	6.25	9.5	5.25	2.75			28.5
1.75		5.75	4.25	6.75			18.5
4.75							4.75
20.75	11	32.25	20.5	18.25			102.75

REVENUE MILES							Total
M	T	W	TH	F	S		
							0
27	50	57		97			231
48	30		57	29			164
35	27	46	51	16			175
7		62	30	97			196
22							22
139	107	165	138	239			788

Combined Totals 509.50

November 2018
San Benito County Express Monthly Operations Report
 Operated by MV transportation

Year to Year comparison

	2018	2017
Passengers Per Hour		
Dial a Ride/Paratransit	3.14	3.82
Fixed Route Service	5.12	5.49
Gavilan Service	7.05	10.05
Caltrain Service	3.41	4.45
Greyhound Service	3.30	3.55
Total Passengers	8,771	10,627
Total Revenue Hours	2108.16	1,942.46
Passengers per Hour	4.16	5.47
Lift Trips	129	174
No Shows	161	69
Cancellations	71	174

WEEKDAYS November 2018

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,689	19	393.32	3,463	\$ 717.99	\$ 405.60	\$ 35.75	21	\$ 18,522.62
Paratransit	1,510	81	670.52	10,057	\$ 2,153.98	\$ 1,216.80	\$ 107.25	21	\$ 31,576.80
Fixed Route	2,256	61	452.04	5,280	\$ 1,285.99	\$ 172.60	\$ 27.00	21	\$ 21,287.92
Gavilan	2,158	0	306.45	7,035	\$ 2,086.14	\$ 804.00	\$ 54.00	21	\$ 14,431.65
Caltrain	701	0	205.60	4,745	\$ 902.40	\$ 101.00	\$ -	21	\$ 9,682.32
Total	8,314	161	2,027.93	30,580	\$ 7,146.50	\$ 2,700.00	\$ 224.00		\$ 95,501.31

SATURDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	45	0	9.91	182	\$ 62.92	\$ 2.20	\$ -	4	\$ 466.69
Greyhound	93	0	27.98	760	\$ 162.46	\$ 3.60	\$ -	4	\$ 1,317.66
Total	138	0	37.89	942	\$ 225.38	\$ 5.80	\$ -		\$ 1,784.35

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	51	14	13.96	247	\$ 65.66	\$ 1.10	\$ -	4	\$ 657.42
Greyhound	93	0	28.38	767	\$ 136.96	\$ 3.60	\$ -	4	\$ 1,336.50
Total	144	14	42.34	1,014	\$ 202.62	\$ 4.70	\$ -		\$ 1,993.92

MONTH

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,785	33	417.19	3,892	\$ 846.57	\$ 408.90	\$ 35.75	29	\$ 19,646.73
Paratransit	1,510	81	670.52	10,057	\$ 2,153.98	\$ 1,216.80	\$ 107.25	21	\$ 31,576.80
Fixed Route	2,256	61	452.04	5,280	\$ 1,285.99	\$ 172.60	\$ 27.00	21	\$ 21,287.92
Gavilan	2,158	0	306.45	7,035	\$ 2,086.14	\$ 804.00	\$ 54.00	21	\$ 14,431.65
Caltrain	701	0	205.60	4,745	\$ 902.40	\$ 101.00	\$ -	21	\$ 9,682.32
Greyhound	186	0	56.36	1,527	\$ 299.42	\$ 7.20	\$ -	8	\$ 2,654.16
Total	8,596	175	2,108.16	32,536	\$ 7,574.50	\$ 2,710.50	\$ 224.00		\$ 99,279.58

FISCAL YEAR TO DATE

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	10,498	372	2,173.32	19,349	\$ 4,621.54	\$ 2,506.53	\$ 230.00	150	\$ 102,348.16
Paratransit	7,462	309	3,532.38	56,761	\$ 11,454.63	\$ 7,446.97	\$ 690.00	107	\$ 166,350.37
Fixed Route	11,848	249	2,288.27	26,650	\$ 6,466.94	\$ 1,104.40	\$ 27.00	107	\$ 107,761.50
Gavilan	10,302	0	1,467.53	32,501	\$ 11,087.15	\$ 3,360.10	\$ 72.00	107	\$ 69,110.39
Caltrain	4,150	0	1,041.42	24,528	\$ 5,984.96	\$ 550.40	\$ -	107	\$ 49,043.59
Greyhound	1,014	0	315.62	8,276	\$ 1,683.48	\$ 37.80	\$ -	43	\$ 14,863.49
Total	45,274	930	10,818.54	168,065	\$ 41,298.70	\$ 15,006.20	\$ 1,019.00		\$ 509,477.50

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	129	757
Turn Downs	0	0
No Shows	161	926
Cancellations	71	425
Employee Hours	2,528	14,219
Vehicles - Midday	7	
Vehicles - Peak	8	

NOTES

Greyhound Bikes = 2 Gavilan Bikes= 56 Caltrain Bikes = 6 Fixed Route = 0

FIXED ROUTE PASSENGER CT

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-Nov	26	35	16	0	0	77
2-Nov	31	40	59	1	14	145
3-Nov						
4-Nov						
5-Nov	27	50	66	1	14	158
6-Nov	25	48	58	2	16	149
7-Nov	57	57	54	2	12	182
8-Nov	13	66	38	3	20	140
9-Nov	18	51	64	3	14	150
10-Nov						
11-Nov						
12-Nov	9	8	8	0	0	25
13-Nov	24	39	52	3	10	128
14-Nov	28	58	69	3	13	171
15-Nov	30	58	67	3	21	179
16-Nov	21	40	47	2	12	122
17-Nov						
18-Nov						
19-Nov	29	13	0	0	0	42
20-Nov	24	12	0	0	0	36
21-Nov	11	19	0	0	0	30
22-Nov						
23-Nov						
24-Nov						
25-Nov						
26-Nov	22	49	60	1	11	143
27-Nov	26	58	52	1	13	150
28-Nov	22	31	28	1	10	92
29-Nov	19	20	32	2	15	88
30-Nov	12	35	51	1	11	110
1-Dec						
TOTALS	474	787	821	29	206	2317
DAILY AVERAG E	24	39	41	1	10	116

December 2018
San Benito County Express Monthly Operations Report
 Operated by MV transportation

Year to Year comparison

	2018	2017
Passengers Per Hour		
Dial a Ride/Paratransit	2.97	3.43
Fixed Route Service	4.57	4.45
Gavilan Service	4.97	6.88
Caltrain Service	3.05	3.66
Greyhound Service	3.21	3.81
Total Passengers	6,957	7,197
Total Revenue Hours	1926.69	1,709.59
Passengers per Hour	3.61	4.20
Lift Trips	127	117
No Shows	90	71
Cancellations	74	177

WEEKDAYS December 2018

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,425	11	335.50	2,201	\$ 628.35	\$ 324.70	\$ 79.75	20	\$ 15,799.70
Paratransit	1,289	60	615.88	9,397	\$ 1,885.08	\$ 974.10	\$ 239.25	20	\$ 29,003.64
Fixed Route	1,976	25	438.32	5,118	\$ 1,095.25	\$ 177.70	\$ -	20	\$ 20,641.80
Gavilan	1,268	0	255.17	5,645	\$ 1,385.68	\$ 444.40	\$ 18.00	20	\$ 12,016.72
Caltrain	598	0	195.53	4,621	\$ 828.75	\$ 89.00	\$ -	20	\$ 9,208.09
Total	6,556	96	1,840.40	26,982	\$ 5,823.11	\$ 2,009.90	\$ 337.00		\$ 86,669.96

SATURDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	50	1	9.98	171	\$ 73.19	\$ -	\$ -	5	\$ 469.99
Greyhound	96	0	29.70	772	\$ 172.46	\$ 4.00	\$ -	5	\$ 1,398.66
Total	146	1	39.68	943	\$ 245.65	\$ 4.00	\$ -		\$ 1,868.65

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	43	13	14.87	231	\$ 63.85	\$ -	\$ -	5	\$ 700.27
Greyhound	102	0	31.74	1,065	\$ 119.39	\$ -	\$ -	5	\$ 1,494.73
Total	145	13	46.61	1,296	\$ 183.24	\$ -	\$ -		\$ 2,195.00

MONTH

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,518	25	360.35	2,603	\$ 765.39	\$ 324.70	\$ 79.75	30	\$ 16,969.96
Paratransit	1,289	60	615.88	9,397	\$ 1,885.08	\$ 974.10	\$ 239.25	20	\$ 29,003.64
Fixed Route	1,976	25	438.32	5,118	\$ 1,095.25	\$ 177.70	\$ -	20	\$ 20,641.80
Gavilan	1,268	0	255.17	5,645	\$ 1,385.68	\$ 444.40	\$ 18.00	20	\$ 12,016.72
Caltrain	598	0	195.53	4,621	\$ 828.75	\$ 89.00	\$ -	20	\$ 9,208.09
Greyhound	198	0	61.44	1,837	\$ 291.85	\$ 4.00	\$ -	10	\$ 2,893.39
Total	6,847	110	1,926.69	29,221	\$ 6,252.00	\$ 2,013.90	\$ 337.00		\$ 90,733.61

FISCAL YEAR TO DATE

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	12,016	397	2,533.67	21,952	\$ 5,386.93	\$ 2,831.23	\$ 309.75	180	\$ 119,318.12
Paratransit	8,751	369	4,148.26	66,158	\$ 13,339.71	\$ 8,421.07	\$ 929.25	127	\$ 195,354.01
Fixed Route	13,824	274	2,726.59	31,768	\$ 7,562.19	\$ 1,282.10	\$ 27.00	127	\$ 128,403.30
Gavilan	11,570	0	1,722.70	38,146	\$ 12,472.83	\$ 3,804.50	\$ 90.00	127	\$ 81,127.11
Caltrain	4,748	0	1,236.95	29,149	\$ 6,813.71	\$ 639.40	\$ -	127	\$ 58,251.69
Greyhound	1,212	0	377.06	10,113	\$ 1,975.33	\$ 41.80	\$ -	53	\$ 17,756.89
Total	52,121	1,040	12,745.23	197,286	\$ 47,550.70	\$ 17,020.10	\$ 1,356.00		\$ 600,211.12

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	127	884
Turn Downs	0	0
No Shows	90	1,016
Cancellations	74	499
Employee Hours	2,673	16,892
Vehicles - Midday	7	
Vehicles - Peak	8	

NOTES

Greyhound Bikes = 5 Gavilan Bikes = 51 Caltrain Bikes = 8 Fixed Route = 0

FIXED ROUTE PASSENGER CT

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-Dec						
2-Dec						
3-Dec	17	47	69	3	14	150
4-Dec	26	37	57	2	13	135
5-Dec	17	32	62	5	16	132
6-Dec	23	42	47	2	19	133
7-Dec	21	41	60	0	11	133
8-Dec						
9-Dec						
10-Dec	18	45	60	3	13	139
11-Dec	22	39	65	3	16	145
12-Dec	26	41	54	3	14	138
13-Dec	22	33	58	2	18	133
14-Dec	28	40	58	3	9	138
15-Dec						
16-Dec						
17-Dec	31	27	40	3	13	114
18-Dec	26	43	48	2	22	141
19-Dec	11	48	40	3	0	102
20-Dec	17	19	18	0	0	54
21-Dec	26	24	24	0	0	74
22-Dec						
23-Dec						
24-Dec	10	6				16
25-Dec						
26-Dec	16	14	0	0	0	30
27-Dec	13	27	0	0	0	40
28-Dec	11	14	0	0	0	25
29-Dec						
30-Dec						
31-Dec	18	11	0	0	0	29
TOTALS	399	630	760	34	178	2001
DAILY AVERAG E	20	32	40	2	9	100

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: March 21, 2019
Subject: Federal Transit Administration Section 5311

Recommendation:

ADOPT Resolution 19-01 Authorizing the San Benito County Local Transportation Authority's Executive Director to Apply for and Accept Federal Transit Administration Section 5311 Funds through the California Department of Transportation.

Summary:

The Federal Transit Administration annually allocates operating assistance to eligible transit agencies, such as the Local Transportation Authority (LTA), under the Federal Transit Administration Section 5311 Program. The funds must be used for public transit operations.

Financial Considerations:

In years past, LTA has typically received approximately \$300,000 per year in Federal Transit Administration Section 5311 funds. For Federal Fiscal Year 2018/19, LTA is scheduled to receive \$316,616 in Section 5311 funding.

Background:

The Federal Transit Administration Section 5311 Program is a federal grant that provides funding for public transit operations in non-urbanized areas. The California State Department of Transportation Division of Rail and Mass Transportation (Caltrans) is the delegated agency responsible for administering the grant program in California.

Staff Analysis:

In order to be eligible for Section 5311 grant funds, LTA must provide Caltrans a resolution authorizing its Executive Director to apply for and accept the funds. The Board adopted a multi-year Section 5311 resolution in 2014, which is soon set to expire. For this reason, Caltrans is requested an updated Section 5311 resolution valid for up to three years.

Executive Director Review: _____

Counsel Review: Yes

Attachment: Resolution 19-01

RESOLUTION OF THE SAN BENITO COUNTY LOCAL
TRANSPORTATION AUTHORITY AUTHORIZING FEDERAL
FUNDING UNDER FEDERAL TRANSIT ADMINISTRATION (FTA)
SECTION 5311 (49 U.S.C. SECTION 5311) WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION

RESOLUTION NO: 19-01

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (49 U.S.C. §5311); and

WHEREAS, the California Department of Transportation (Caltrans) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for rural transit and intercity bus service; and

WHEREAS, the San Benito County Local Transportation Authority (LTA) desires to apply for said financial assistance to permit operation of service in San Benito County; and

WHEREAS, the LTA has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the San Benito County Local Transportation Authority hereby authorizes the Executive Director, or her designee, to file and execute applications for and on behalf of the LTA with Caltrans to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (49 U.S.C. §5311), as amended.

BE IT FURTHER RESOLVED that the San Benito County Local Transportation Authority hereby authorizes the Executive Director, or her designee, to execute and file all certifications of assurances, contracts or agreements, or any other documents, which pertain to financing of capital/operating assistance projects pursuant to Section 5311, that may be required by Caltrans, for and on behalf of the LTA.

BE IT FURTHER RESOLVED that the San Benito County Local Transportation Authority hereby authorizes the Executive Director, or her designee, to provide additional information as Caltrans may require in connection with the application for Section 5311 projects, for and on behalf of the LTA.

BE IT FURTHER RESOLVED that the San Benito County Local Transportation Authority hereby authorizes the Executive Director, or her designee, to submit and approve requests for reimbursement of funds from Caltrans for Section 5311 project(s), for and on behalf of the LTA.

BE IT FURTHER RESOLVED that such authorization is valid for a term of three years from the date of the adoption of this resolution.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY on this 21st day of March 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:
Mary Gilbert, Executive Director

By: _____

Dated: _____

César E. Flores, Chair

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

By: Shirley L. Murphy

Shirley L. Murphy, Deputy County Counsel
Dated: March 8, 2019

Staff Report

To: Local Transportation Authority
From: Kathy Postigo, Administrative Services Specialist **Telephone:** (831) 637-7665
Date: March 21, 2019
Subject: **Second Quarter Budget Report**

Recommendation:

RECEIVE Local Transportation Authority FY 2018-19 Second Quarter Budget Report and
APPROVE Budget Adjustment/Transfer 18-19-07.

Summary:

The Local Transportation Authority's expenditures for the second quarter for 2018-19 were under budget. The Second Quarter Budget Report shows that expenditures were at 39.80% and revenues were at 4.81%.

Financial Considerations:

During the Second quarter, total expenditures for LTA were \$834,275 or 39.80% of the budget. Revenues received were at 4.81% of the budget. Budget Adjustment/Transfer of \$18,430 for grant revenue of FTA Section 5311 due to change in allocation.

Background:

Staff has prepared the attached budget report for the Board to review. After each quarter the Trial Balances are reviewed and analyzed by staff for errors or corrections. Once the Trial Balances are reviewed, a budget report is prepared and analyzed by staff for budget adjustments/transfers if needed to reflect actual revenues and expenditures

The FY 2018-19 Second Quarter Budget Report, ending December 31, 2018, summarizes the quarterly expenditures and revenues. This report has the actual revenues and expenditures for the second quarter of fiscal year 2018-19. The Local Transportation Authority as a whole was under budget.

This Budget Report also includes the Public Transportation, Modernization, Improvement and Safety Enhancement Account (PTMISEA). The procurement of transit buses occurred during this quarter.

The Second Quarter Report of Local Transportation Authority shows expenditures for Services and Supplies as a whole is slightly under the 50% projection for the quarter. Some individual line items are over due to yearly allocations and one-time costs.

Revenues are low at 4.81% due to the fact that Transportation Development Act Funds are allocated at the end of the fiscal year.

Due to a change in the allocation for the FTA Section 5311 grant LTA will be receiving an additional \$18,430. Due to new contract for the Specialized Transportation with Jovenes De Antano which now includes paying of fuel cost the additional amount will be applied to Maintenance of Equipment – Oil and Gas.

Staff Analysis:

Staff made budget adjustments as authorized in the Purchasing/Budget policy. At this time a Budget Adjustment/Transfer is required to increase the Maintenance of Equipment – Oil and Gas line item for \$18,430.

Staff recommends that the Board receive the FY 2018/19 Second Quarter Budget Report.

Executive Director Review: _____

Counsel Review: N/A

Attachments: 1. Budget Adjustment/Transfer 18-19-07
2. Local Transportation Authority FY 2017/18 Second Quarter Budget Report

Council of San Benito County Governments
BUDGET ADJUSTMENT/TRANSFER

18-19-07

Please Indicate Type:

Fiscal Year: 2018/2019

Department: Local Transportation Authority

Org Key: 627.95.7320

11

Appropriation/Est. Revenue Increase
(Requires Board Approval)

114

**Interdepartmental Transfer or
Interobject Transfer>\$10,000**

(Requires Board Approval)

☒

Interobject Transfer<\$10,000

(Requires Executive Director and Admin Ser Spe)

11

Intraobject Transfer

(Requires Executive Director)

<u>Org Key:</u>	<u>Object No:</u>	<u>Description</u>	<u>Decrease/ Rev. Increase</u>	<u>Increase</u>
627.95.7320	551.113	Grant Revenue (FTA 5311)	\$ 18,430.00	\$ -
627.95.7320	619.154	Maintenance of Equip - Oil and Gas	\$ -	\$ 18,430.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total			\$ 18,430.00	\$ 18,430.00

Comments: Allocation of FTA 5311 Grant was higher than anticipated budgeting the increase all to Maintenance of Equip - Oil and Gas as needed.

Submitted: Kathy Postigo

3/5/2019

Verification of
Sufficient Funds: 
Administrative Services Specialist

Date _____

3/5/19

Date _____

Approval: _____
Executive Director

Date _____

Approval by COG Board

Date _____

Attested:
Clerk of the Board:

Vote: Yes No

**Local Transportation Authority
Second Quarter Budget Report
FY 2018/19**

Attachment: 2

FISCAL SUMMARY	Budgeted FY 18/19	Expenses 12/31/2018	Balance FY 18/19	Projected % 50%	Actual %
<u>EXPENDITURES</u>					
Salaries & Benefits	280,731	122,531	158,200	50%	43.65%
Services & Supplies	232,420	138,886	93,534	50%	59.76%
Contracts	1,582,865	572,858	1,010,007	50%	36.19%
Capital	-	-	-	50%	
Other	-	-	-	50%	
TOTAL EXPENDITURES	\$2,096,016	834,275	\$1,261,741	50%	39.80%
<u>REVENUES</u>					
Revenues	2,095,416	100,692	1,994,724	50%	4.81%
Operating Transfers	-	-	-	-	-
TOTAL REVENUE	\$2,095,416	\$100,692	\$1,994,724	50%	4.81%
TOTAL FUND BALANCE	(\$600)	(\$733,583)			
	Equip. Trf	\$0			
		(\$733,583)			

**Local Transportation Authority
Second Quarter Budget Report
FY 2018/19**

REVENUE & EXPENDITURES

REVENUES		Budgeted	Revenues	Balance	Projected %	Actual %
Category		FY 18/19	12/31/2018	FY 18/19	50%	
570.001	Other Sales (Ad Space)	-	5,460	(5,460)	50%	
551.113	Mis (FTA 5311 Operating Assistance)	298,186	-	298,186	50%	0.00%
551.113	FTA 5310	-	-	-	50%	
551.113	FTA 5304 (SRTP & LRTP)	-	-	-	50%	
570.001	Sales of fixed assets	3,000	-	3,000	50%	0.00%
551.113	FTA 5304 (IT Tech for Safety & Eff)	-	-	-	50%	
551.113	FTA 5304 (Bus Stop Imp Plan)	-	-	-	50%	
576.012	Transfer from Trust STA<F	1,552,942	-	1,552,942	50%	0.00%
590.001	Transfer from PTMISEA	-	-	-	50%	
551.401	LCTOP-Inter curty service exp	71,288	18,640	52,648	50%	26.15%
541.001	Interest	-	-	-	50%	
562.803	County Express Fares	170,000	76,592	93,408	50%	45.05%
TOTAL		2,095,416	100,692	1,994,724	50%	4.81%

EXPENDITURES		Budgeted	Expenses	Balance	Projected %	Actual %
Category		FY 18/19	12/31/2018	FY 18/19	50%	
Personnel			0			
610.101	Salaries	280,731	122,531	158,200	50%	43.65%
610.101	BS IT	-	-	-		
610.101	Bus Stop Imp.	-	-	-		
Total		280,731	122,531	158,200	50%	43.65%
Services and Supplies						
619.130	Clothing and Safety	1,500	600	900	50%	39.98%
619.132	Communications	1,025	510	515	50%	49.79%
619.138	Computer Maintenance	1,000	217	783	50%	21.70%
619.141	Computer Software	200	-	200		0.00%
645.701	General Insurance	4,427	4,427	(0)	50%	100.00%
619.152	Maintenance of Equipment	66,000	30,982	35,018	50%	46.94%
619.154	Maintenance of Equip - Oil and Gas	141,000	99,321	41,679	50%	70.44%
619.158	Maint of Structures and Grounds	500	216	284	50%	43.13%
619.280	Marketing	900	150	750	50%	16.67%
619.166	Membership Dues	590	590	-	50%	100.00% Cal Act
619.176	Special Project Supplies	1,100	1,034	66	50%	94.00%
619.174	Supplies	250	51	199	50%	20.42%
619.172	Postage and Delivery	25	-	25	50%	0.00%
619.210	Professional Service - Legal	4,000	-	4,000	50%	0.00%
619.180	Public and Legal Notices	100	-	100	50%	0.00%
619.184	Rent Equipment	-	-	-		
619.190	Small Tools	250	-	250	50%	0.00%
619.268	Special Dept Expense -	2,000	789	1,212	50%	39.43%
619.196	Travel Lodging	500	-	500	50%	0.00%
619.198	Travel Meals	200	-	200	50%	0.00%
619.194	Training	2,000	-	2,000	50%	0.00%
619.200	Travel Transportation	150	-	150	50%	0.00%
619.306	Utilities	4,703	-	4,703		0.00%
Total		232,420	138,866	93,534	50%	59.76%
Contracts						
619.250	Special Dept Exp (SRTP & LRTP)	-	-	-	50%	
619.250	Special Dept Expense - Contracts	1,582,865	572,858	1,010,007	50%	36.19%
Total		1,582,865	572,858	1,010,007	50%	36.19%
Capital						
650.302	Equipment other than Computer	-	-	-	50%	
650.301	Automobiles, Trucks, Vans	-	-	-	50%	
650.312	Depreciation Exp	-	-	-	0%	
Total		-	-	-	50%	
Other						
640.320	OPEB	-	-	-		
640.513	Operating Transfers	-	-	-		
Total		-	-	-		
TOTAL		2,096,016	834,275	1,261,741	50%	39.80%

JE #	BUDGET ADJUSTMENTS	
18-19-01	645.701 Insurance	227.00
	619.166 Memberships	30.00
	619.268 Special Dept. Other	2,000.00
	619.280 Marketing	200.00
	619.176 Special Proj. supp	600.00
	619.306 Utilities	(3,057.00)

**PTMISEA ARRA Second Quarter Budget Report
FY 2018/19**

FISCAL SUMMARY	Budgeted FY 18/19	Expenses 12/31/2018	Balance FY 18/19	Projected % 50%	Actual %
EXPENDITURES					
Salaries & Benefits	-	-	-		
Services & Supplies	1,149,986	-	1,149,986	100%	0.00%
Contracts	-	-	-		
Capital	-	-	-	50%	0.00%
Other	-	-	-	50%	
TOTAL EXPENDITURES	\$1,149,986	\$0	\$1,149,986	50%	0.00%
REVENUES					
Revenues	1,149,986	1,055,315	94,671	50%	92%
Operating Transfers	-	-	-		
TOTAL REVENUE	\$1,149,986	\$1,055,315	\$94,671	50%	92%
TOTAL FUND BALANCE	\$0	\$1,055,315			

**PTMISEA ARRA Second Quarter Budget Report
FY 2018/19**

REVENUE & EXPENDITURES

REVENUES		Budgeted	Revenues	Balance	Projected %	Actual %
Category		FY 18/19	12/31/2018	FY 18/19	50%	
541.001	Interest Revenue	-	-	-	50%	0.00%
551.401	PTMISEA	1,055,315	1,055,315	-	50%	100%
551.401	Misc (LCTOP	-	-	-	50%	
	Fund Balance Carry over	10,590	-	10,590	50%	0%
551.401	OES (State)	84,081	-	84,081	50%	0%
551.401	RSTP (Bus Shelters)	-	-	-	50%	0%
TOTAL		1,149,986	1,055,315	94,671	50%	92%

EXPENDITURES		Budgeted	Expenses	Balance	Projected %	Actual %
Category		FY 18/19	12/31/2018	FY 18/19	50%	
Personnel						
610.101	Salaries	-	-	-		
610.101	ARRA (Bus Shelters)	-	0	-	50%	
610.101	PTMISEA Brochures	-	-	-		0.00%
610.101	Cal-EMA (Farebox)	-	-	-		0.00%
Total					50%	0.00%
Services and Supplies						
619.126	Magazines and Subscriptions	-	-	-		
619.132	Communications	-	-	-		
619.138	Computer Maintenance	-	-	-		
619.140	Computer Supplies	-	-	-		
645.701	General Insurance	-	-	-		
619.152	Maintenance of Equipment	-	-	-		
619.154	Maintenance of Equip- Oil and Gas	-	-	-		
619.158	Maintenance of Structures & Grounds	-	-	-		
619.280	Marketing	-	-	-		
619.166	Membership Dues	-	-	-		
619.168	Office Furniture under \$700	-	-	-		
619.170	Office Equipment under \$300	-	-	-		
619.176	Special Project Supplies - Printing	-	-	-		
619.174	Supplies	-	-	-		0.00%
619.172	Postage and Delivery	-	-	-		
619.210	Legal	-	-	-		
619.222	Other Consultants	-	-	-		
619.180	Public and Legal Notices	-	-	-		
619.184	Rent Equipment	-	-	-		
619.186	Rent Structures	-	-	-		
619.188	Rent Space	-	-	-		
619.190	Small Tools	-	-	-		
619.268	Special Dept Expense -	1,149,986	-	1,149,986	50%	0.00%
619.196	Travel Lodging	-	-	-		
619.198	Travel Meals	-	-	-	50%	
619.194	Training	-	-	-		
619.200	Travel Transportation	-	-	-		
619.306	Utilities	-	-	-		
Total		1,149,986	-	1,149,986	50%	
Contracts						
623601	Special Dept Expense - Contracts	-	-	-		
Total						
Capital						
650304	Furniture & Fixtures(Bus Stop Shelters)	-	-	-	50%	
650302	Equipment other than Computer	-	-	-	50%	
650303	Computer Hardware	-	-	-	50%	
650301	Automobiles, Trucks, Vans	-	-	-		
Total						
Other						
640513	Operating Transfers	-	-	-		
690000	Interfund Trf	-	-	-	50%	
TOTAL		1,149,986	-	1,149,986	50%	

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: March 21, 2019
Subject: Contract for the Public Transit Projects for Congestion Relief of Hwy 25 Corridor Study

Recommendation:

APPROVE Contract between the San Benito County Local Transportation Authority (LTA) and Kimley-Horn and Associates, Inc. for an amount not to exceed \$150,000 for the preparation of an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study.

Summary:

The Council of San Benito County Governments (COG), on behalf of the Local Transportation Authority (LTA), was awarded a Caltrans Sustainable Transportation Planning Grant Program Competitive Grant for the completion of an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study. Staff is requesting authorization from the LTA Board to enter into contract with Kimley-Horn and Associates, Inc. to prepare the study.

Financial Considerations:

The grant award is \$150,000 with an 11.47% local in-kind or cash match. Time spent on the project by staff is considered by Caltrans as a cash match.

Background:

Census information indicates that 48.9% of employed San Benito County residents commute outside of the county for employment. As the population of the county continues to increase at a rate higher than the employment opportunities, current congestion issues for personal automobiles will continue to increase, including along Highway 25.

During the August 2016 LTA Board meeting, it was requested that staff conduct preliminary research on the possibility of creating a County Express commuter rail service to Gilroy to relieve congestion. Staff provided a related report to the Board in October 2016 regarding possible County Express commuter services to the Silicon Valley, and further reported the information to the Technical Advisory Committee (TAC).

Upon further direction of the Board, staff incorporated comments received by the TAC on a draft Scope of Work for a Caltrans Sustainable Transportation Planning Grant. After, staff requested authorization from the Board at the September 2017 meeting to submit for the application for an

Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study. In January 2018, Caltrans awarded COG, on behalf of LTA, \$150,000, with an 11.47% local in-kind or cash match, for the completion of the project.

Staff Analysis:

At the September 2018 meeting, the Board authorized staff to release the Request for Proposals (RFP) for the preparation of an Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study to analyze the feasibility of public transit network expansion projects for the Highway 25 corridor, including commuter rail. Proposals were due October 19, 2018 and only one was received, which was from Kimley-Horn and Associates, Inc.

Although it was a strong proposal, staff informed Caltrans, the funding agency, about the single proposal response and was advised on competitive bid requirements. For this reason, staff re-released the RFP with a February 25, 2019 response deadline. Again, only one proposal was received, which was from Kimley-Horn and Associates, Inc. Although there was little response to the RFP, Kimley-Horn and Associates, Inc. demonstrated through their proposal they are a highly-experienced team which will be able to successfully prepare a detailed, thoughtful analysis to address congestion on the Highway 25 Corridor using public transit, including the possibility of commuter rail. Kimley-Horn and Associates, Inc. has completed similar work for other agencies including Monterey-Salinas Transit, Santa Cruz County Regional Transportation Commission, and the Santa Clara Valley Transportation Authority.

The project is slated to kick-off in April 2019 and to be completed no later than March 2020. The overall project objectives of the study include:

- Encouraging stakeholder participation
- Determining the feasibility of proposed public transit network expansion projects
- Preparing high-level implementation strategies for each of the public transit network expansion projects determined to be feasible
- Calculating project costs estimates, and
- Identifying potential funding strategies and sources for project implementation

LTA has negotiated a contract with Kimley-Horn to complete the study. During contract negotiations, Kimley-Horn requested additional clauses to be added to the contract as Attachment D, specific terms and conditions that apply to professional engineers. Kimley-Horn has requested a broader application of California Civil Code section 2782.8. County Counsel reviewed the requested changes and advises that the LTA Board does not agree to the proposed changes. The proposed changes are provided to the Board for consideration as a part of this report (Attachment 2).

The Board may consider approving the contract as requested by Kimley-Horn. If the Board does not agree to this language, staff will re-issue the Request for Proposals to seek other qualified firms.

Executive Director Review: _____

Counsel Review: Yes

Attachment: Contract with Kimley-Horn and Associates, Inc.

DRAFT

CONTRACT

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and Kimley-Horn and Associates, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on March 21, 2019, and end on June 30, 2020 unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for LTA's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, LTA shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000
- (d) Worker's compensation insurance: \$1,000,000

6. Termination.

The number of days of advance written notice required for termination of this contract is thirty (30) days.

7. Specific Terms and Conditions. (check one)

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for LTA:

Name: Mary Gilbert

Title: Executive Director

Address: 330 Tres Pinos Road, Suite C-7

Hollister, California 95023

Phone No.: (831) 637-7665

Email: mary@sanbenitocog.org

Contract Administrator for
CONTRACTOR:

Name: Frederik Venter, P.E.

Title: Vice President

Address: 100 W. San Fernando St.,
Ste. 250

San Jose, CA 95113

Phone: (669) 800-4146

Email: frederik.venter@kimley-
horn.com

SIGNATURES

APPROVED BY LTA:

Name: César E. Flores, Chair

San Benito County Local Transportation Authority

Date: March 21, 2019

APPROVED BY
CONTRACTOR:

Name: Frederik Venter, P.E.

Kimley-Horn and Associates,
Inc.

Date:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy, Deputy County Counsel

ATTACHMENT A
Scope of Services

CONTRACTOR, for LTA's benefit, will perform the proposed study and complete associated public outreach in accordance with the tasks below. CONTRACTOR will work closely with the LTA and the Council of San Benito County Governments ("COG") during all phases of development of the study. Other stakeholders may include land owners, the Public Utilities Commission (PUC)/Union Pacific, the Santa Clara Valley Transportation Authority (VTA), the California Department of Transportation District 5 (Caltrans D5), and members of the public.

Task 1. Development of Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study

Task 1.1: Kick-off meeting

a. CONTRACTOR'S and LTA's project teams will attend a project kick-off meeting to discuss project expectations including invoicing, reporting, and other relevant project information. CONTRACTOR will initiate data collection to include rail information ownership, any prior agreements of clauses or vesting rights or limitations, rail line conditions, existing bus transit ridership, embarking and disembarking data, and schedules. LTA will provide information on bus transit ridership, embarking and disembarking data, and transit schedules. CONTRACTOR will be responsible for determining rail information ownership, any prior agreements or clauses, regarding vested rights or limitations, and rail line conditions.

b. Responsible Party: LTA and CONTRACTOR

c. Deliverable: Agenda and background documentation

Task 1.2: Review of previously completed related reports/documents, and identifying comparable projects

a. CONTRACTOR will review previously completed related federal, state, and local reports/documents/data, and identify comparable projects to gather existing conditions, background data, opportunities, and constraints surrounding the project, with direction from the LTA. Documents to be reviewed will include, but are not limited to the following: the San Benito County 2035 General Plan, the State Route 25 (SR 25) widening study, the SBCOG Transportation Improvement Mitigation Fee (TIMF) study, rail conditions assessment, VTA documentation on the widening of SR 25 and the interchange projects for US Highway 101 (US 101) and SR 25, and current operations and maintenance (O&M) costs for the LTA bus fleet.

b. Responsible Party: CONTRACTOR

c. Deliverable: Summary spreadsheet with all relevant information and key take aways from each document

Task 1.3: Develop list of potential public transit network expansion projects

a. CONTRACTOR will develop a thorough list of potential public transit network expansion projects, including passenger rail with a rail yard in Hollister and Bus Rapid Transit (BRT) for the LTA's review. CONTRACTOR will analyze the feasibility of alternatives. The list will include: rail stations, crossing locations, rail equipment, track upgrades or maintenance (assessed in potentially other studies), and commute rolling stock and O&M. For the BRT, bus stations and stops, bus preemption, bypass lanes, and new buses that would operate the service will be assessed. As part of this task, a rail and BRT network and corresponding service plan will be identified and captured in GIS format for mapping and evaluation purposes. Routing, stops, and service frequencies by direction will be confirmed with LTA. Up to two route alternatives will be developed. Public transit technologies, such as, alternative fuels, zero-emission, and automated vehicles will be taken into consideration.

b. Responsible Party: CONTRACTOR

c. Deliverable: maps and spreadsheets

Task 1.4: Develop list of feasible public transit network expansion projects and engineering cost estimates

a. CONTRACTOR will develop a list of feasible public transit network expansion projects and engineering cost estimates for the LTA's review. The networks, alignments, and amenity locations identified in Task 1.3 will be used to develop engineering cost estimates (Probable Cost of Engineering Estimates). The estimates will be based on the development of routing, concept cross sections, typical stations, and other transit infrastructure. Standard public transit performance measures, such as farebox recovery ratio, passengers per hour, passengers per mile, cost per hour, and cost per mile, will be used to determine project feasibility. In addition, transit vehicle miles traveled will be calculated for comparison with a non-transit option: SR 25 with and without transit. GHG emissions reductions and safety benefits of transit alternatives will be estimated using factors such as those published by FTA.

b. Responsible Party: CONTRACTOR

c. Deliverable: Spreadsheets with engineering cost estimates

Task 1.5: Develop feasible public transit network expansion projects implementation plans and funding scenarios/strategies

a. CONTRACTOR will develop implementation plans and funding scenarios/strategies, including federal, state, local, and revenue projections over the timespan of projects, for the list of feasible public transit network expansion projects for the LTA's review. The funding sources

will be based on current grant funding structures and the 2040 Regional Transportation Plan strategies from the Association of Monterey Bay Area Governments (AMBAG) Sustainable Action Plan, as well as CONTRACTOR'S knowledge regarding funding programs. Implementation will link the grant funding and cost of the projects into a table. Projects will be qualitatively sorted by ease of implementation based on discussion with LTA and by drawing on CONTRACTOR'S best practices.

b. Responsible Party: CONTRACTOR

c. Deliverable: Feasible Projects Implementation Plans and Funding Scenarios/Strategies

Task 1.6: Develop Administrative Draft Study

a. CONTRACTOR will prepare an Administrative Draft Study to be reviewed by the LTA. The Administrative Draft Study will include an executive summary, maps, methodology, tables, text, and appendices for review.

b. Responsible Party: CONTRACTOR

c. Deliverable: Administrative Draft Study

Task 1.7: Review Administration Draft Study

a. LTA will review the Administrative Draft Study and provide comments to be incorporated by CONTRACTOR in a Draft Report.

b. Responsible Party: LTA

c. Deliverable: Administrative Draft Study Comments

Task 1.8: Incorporate comments on Administrative Draft Study and provide Draft Study for public review

a. CONTRACTOR will incorporate LTA's comments on the Administrative Draft Study to prepare the Draft Study to be provided for public review. CONTRACTOR will respond to one set of non-conflicting comments.

b. Responsible Party: CONTRACTOR

c. Deliverable: Draft Study

Task 1.9: Present Draft Study to LTA/COG Boards of Directors and Advisory Committees

a. CONTRACTOR will present the Draft Study to the COG/LTA Boards of Directors for public review and to the COG/LTA advisory committees for comments. The LTA will submit the Draft Study to Caltrans District 5 for review and comment.

b. Responsible Party: LTA and CONTRACTOR

c. Deliverable: Meeting Agendas

Task 1.10: Review, respond, and incorporate comments received to prepare Final Study

a. CONTRACTOR will review, respond, and incorporate comments received from the public, COG/LTA Boards of Directors, Caltrans, and COG/LTA advisory committees and will prepare the Final Study for LTA's review.

b. Responsible Party: CONTRACTOR

c. Deliverable: Copy of Comments Received and Responses

Task 1.11: Final Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study Adoption

a. CONTRACTOR will present the Final Study to the COG/LTA Boards of Directors for adoption. CONTRACTOR will prepare a MS PowerPoint presentation for outreach and public presentations.

b. Responsible Party: LTA and CONTRACTOR

c. Deliverable: Final Study

Task 2. Public Participation

Task 2.1: Hold Project Development Team Meetings

a. CONTRACTOR will hold, at a minimum, three face-to-face Project Development Team meetings during the preparation of this study, ideally with representation from COG, Caltrans, Capital Corridor, San Benito Railroad LLC, Caltrain, VTA, AMBAG, San Benito County, City of Hollister, Gavilan College administration and students, community leaders including those representing vulnerable populations, and others to be determined.

b. Responsible Party: CONTRACTOR

c. Deliverable: Meeting Agendas and Notes

Task 2.2: Evaluate local English and Spanish language community events for possible opportunities for public participation and attend meetings. At a minimum, one open house will be held.

a. CONTRACTOR will coordinate with LTA and Caltrans D5 regarding possible opportunities to engage the public regarding the draft study at community events. LTA will evaluate local English and Spanish language community events for possible opportunities to encourage public participation during the preparation of the study. LTA will provide in-house Spanish speaking staff for translation of materials and translation services at the outreach meetings. CONTRACTOR can supply a Spanish speaking team member, if required. CONTRACTOR's project team will attend two community meetings or events with LTA and Caltrans D5 staff, and will coordinate with the LTA to hold one open house, in order to solicit community project input. Close attention will be made to ensure that residents of disadvantaged communities are actively engaged in the process after reviewing AMBAG's Public Participation Plan and Title VI Plans for AMBAG, COG, and LTA. All project participation events will be announced using social and local media.

b. Responsible Party: LTA and CONTRACTOR

c. Deliverable: Community Event Calendar, Open House, Documents, and Event Announcements

Task 2.3: Public review period of Draft Study

a. CONTRACTOR will present the Draft Study to the COG/LTA Boards of Directors for public review. It is anticipated that the public will have between 30 and 45 days to provide written comments. CONTRACTOR will prepare thorough public noticing, in both English and Spanish, to ensure maximum public review and comments. CONTRACTOR will provide translation services of public notices. CONTRACTOR will review, respond, and incorporate comments received to prepare the Final Study for LTA's review. Up to 80 hours are budgeted for incorporating one set of combined comments from all the stakeholders.

b. Responsible Party: CONTRACTOR

c. Deliverable: Public Review Noticing Period

Schedule

		Apr-19	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan-20	Feb	Mar
Task 1	Public Transit Network Expansion Project Development												
1.0	Check Ins Progress Reports, and Administration												
1.1	Project Kick-Off Meeting												
1.2	Review Previous Studies Relevant to Project												
1.3	Potential Project List Development												
1.4	Potential Project List Feasibility and Cost Estimates												
1.5	Feasible Project List Implementation Plan and Funding Strategies												
1.6	Prepare Administrative Draft Study												
1.7	Review Administrative Draft Study												
1.8	Response to Administrative Draft Comments												
1.9	Present Draft Study to Board of Directors and Advisory Committees												
1.10	Prepare Final Study												
1.11	Present Final Study for Adoption												
Task 2	Public Participation												
2.1	Project Development Team Meetings												
2.2	Community Outreach meetings												
2.3	Public Review Noticing												

This schedule assumes a contract commencement date of March 21, 2019.

End of Attachment A

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by LTA to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

LTA shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ _____, or
- ☒ a total sum not to exceed \$ 150,000.00.

For services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
- ☒ The following specific terms of compensation shall apply:

CONTRACTOR shall invoice monthly at an hourly rate for services rendered pursuant to B-4 and of this Contract, for which the Fee Schedule has been inserted into Attachment B. CONTRACTOR shall provide a monthly progress report as a part of the monthly invoice which tracks tasks specified in Attachment A, Scope of Services, with services completed by CONTRACTOR. The monthly progress report shall include the following:

- Description of the tasks in progress or achieved
- Description of the tasks still to be achieved
- Percentage of work still anticipated for each task for the completion of the project

The LTA shall have the right to retain 10% of the total contracted amount until the project is deemed completed by the CONTRACTOR and the LTA.

End of Attachment B

Attachment B-1 Fee Schedule

**San Benito County Local Transportation Authority
Analysis of Public Transit Network Expansion Projects for Congestion Relief of the Highway 25 Corridor Study**

ATTACHMENT C
General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and LTA each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify LTA, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that LTA shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the San Benito County Local Transportation Authority and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's

operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.

- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.
- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of LTA, CONTRACTOR shall file certificates of insurance with LTA, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to LTA as the insurance required herein. CONTRACTOR further agrees to notify LTA in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to LTA or its authorized representative, Federal Transit Administration (FTA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the LTA notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of LTA, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of LTA is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to LTA and not officers or employees of LTA. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of LTA. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to LTA that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and

maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify LTA in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of LTA, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, LTA shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile or email to a party's facsimile number or email address specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of

CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that LTA shall have the right to deduct from any payments specified in Attachment B any amount owed to LTA by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If LTA exercises the right to reduce the consideration specified in Attachment B, LTA, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

C-30. FINANCIAL PENALTY.

In the event any critical project milestone is not attained as agreed upon at the project initiation meeting, CONTRACTOR will pay the LTA a financial penalty equal to two hundred dollars (\$200.00) for every "late day" incurred.

END OF ATTACHMENT C.

ATTACHMENT D
Specific Terms and Conditions

**Licensed Architects, Landscape Architects, Professional Engineers and
Professional Land Surveyors**

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

D-1. INDEMNIFICATION. With regard to the design professional services to be provided in Task 1.4 of Attachment A to this contract, as described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows: To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the LTA and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, LTA and County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778, and as limited by California Civil Code section 2782.8. The parties shall cooperate with each other in the investigation and disposition of any claim for which CONTRACTOR is required to indemnify LTA. CONTRACTOR shall not be liable under this indemnification provision if the LTA has been found in a court of competent jurisdiction to be solely or actively liable by reason of its own negligence, recklessness or willful misconduct. In no event shall the cost to defend charged to the CONTRACTOR exceed the CONTRACTOR's proportionate percentage of fault. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR'S provision of all other services under this contract.

D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS: (check one)

☒ [X] There are no additional specific terms and conditions.

☐ [] The following additional specific terms and conditions shall apply: (Specify)

D-3. HARMONIZATION OF CONTRACT TERMS. Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

END OF ATTACHMENT D.

ATTACHMENT D
Specific Terms and Conditions

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**Licensed Architects, Landscape Architects, Professional Engineers and
Professional Land Surveyors**

The rights and duties of the parties to this contract are additionally governed by the following specific, additional terms and conditions:

D-1. INDEMNIFICATION. With regard to the design professional services to be provided in ~~Task 1.4 of~~ as outlined in Attachment A to this contract, as described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows: To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the LTA and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, LTA and County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778, and as limited by California Civil Code section 2782.8. The parties shall cooperate with each other in the investigation and disposition of any claim for which CONTRACTOR is required to indemnify LTA. CONTRACTOR shall not be liable under this indemnification provision if the LTA has been found in a court of competent jurisdiction to be solely or actively liable by reason of its own negligence, recklessness or willful misconduct. In no event shall the cost to defend charged to the CONTRACTOR exceed the CONTRACTOR's proportionate percentage of fault. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR'S provision of all other services under this contract.

D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS: (check one)

☒ There are no additional specific terms and conditions.

☐ The following additional specific terms and conditions shall apply: (Specify)

D-3. HARMONIZATION OF CONTRACT TERMS. Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this contract, exclusive of Section C-1, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C, exclusive of Section C-1, shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

END OF ATTACHMENT D.