

**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, March 18, 2021
6:00 P.M.

LOCATION: Via-Zoom

Attendance at the LTA meeting is closed to the public per Executive Order N-29-30. The public may join meeting by Zoom: <https://zoom.us/join> per the instructions provided at the end of the agenda:

Meeting ID: 880-0844-7164

DIRECTORS: Chair Ignacio Velazquez, Vice Chair Mary Vazquez Edge
Rolan Resendiz, Mark Medina, and Bob Tiffany
Alternates: San Benito County: Kollin Kosmicki;
City of San Juan Bautista: César E. Flores; City of Hollister: Rick Perez

*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 C. Public Comment.***

6:00 P.M. CALL TO ORDER:

A. ACKNOWLEDGE Certificate of Posting

B. NOTICE OF TEMPORARY PROCEDURES FOR LOCAL TRANSPORTATION AUTHORITY MEETINGS: (Please see Zoom instructions at the end of the agenda)

Pursuant to California Governor Gavin Newsom's Executive Order N-29-20 issued on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic. Additionally, members of the Local Transportation Authority are allowed to attend the meeting via teleconference and to participate in the meeting to the same extent as if they were present.

C. 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 Council of Governments, Local Transportation Authority, Measure A Authority, Airport Land Use Commission, Service Authority for Freeways and Expressways Adjourned Draft Meeting Minutes Dated December 17, 2020 – Gomez

2. **APPROVE** Local Transportation Authority Adjourned Draft Meeting Minutes Dated December 21, 2020 – Gomez
3. **APPROVE** Local Transportation Authority Draft Meeting Minutes Dated January 21, 2021 – Gomez
4. **ADOPT** Resolution 2021-01, Amending the Local Transportation Authority Rules and Regulations to Change the Regular Board Meeting Time to 4:00 p.m. – Rivera
5. **RECEIVE** Local Transportation Authority FY 2020-21 Second Quarter Budget Report – Rivera
6. **APPROVE** Contract between the San Benito County Local Transportation Authority and DanTec Associates for an Amount Not to Exceed \$100,000 for the Preparation of a Short Range Transit Plan Update – Valentine

Adjourn to LTA Meeting on Thursday, April 15, 2021. Agenda deadline is March 29, 2021 at 12:00 p.m.

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.

ZOOM INSTRUCTIONS:

Members of the public are encouraged to participate in Board meetings in the following ways:

1. Remote Viewing

Members of the public who wish to watch the meeting can view the meeting online through Zoom. Instructions for participating via Zoom are included below.

2. Written Comments & Email Public Comment

Members of the public may submit comments via email by 5:00 PM. on the Wednesday prior to the Board meeting to the Clerk of the Board at monica@sanbenitocog.org. Regardless of whether the matter is on the agenda. Every effort will be made to provide Board Members with your comments before the agenda item is heard.

3. Local Transportation Authority meeting - Zoom Instructions for remote Participants:

Each meeting will have a meeting ID, which is a unique number associated with an instant or scheduled meeting. Three ways to attend zoom meetings:

1. Over the phone (Audio only):

- (669) 900-6833 or (408) 638-0968.

2. Open the Web-browser:

- <https://zoom.us/join>

3. Smart device Application:

- Apple App store: <https://apps.apple.com/us/app/id546505307>
- Android App store: <https://play.google.com/store/apps/details?id=u.s.zoom.videomeetings>

Zoom Audio Only (phone)

If you are **calling in as audio-only**, please dial **(669) 900-6833 or (408) 638-0968**.

1. It will ask you to enter the **Meeting ID, 880-0844-7164**, followed by the **“#” key**, which can be found at the top page of the agenda. The meeting agenda can be found at: http://www.sanbenitocog.org/wp-content/uploads/2021/03/LTA_Packet_031821.pdf
2. It will then ask for a **Participant ID**, press the **“#” key** to continue.
3. Once you enter the zoom meeting, you will automatically be placed on mute.

4. **Public Comment:** If you are using a phone, please press the “*9” to raise your hand, zoom facilitator will unmute you when your turn arrives.

Zoom On Web-browser or Zoom app on Tablet or Smartphone

If joining through web-browser launch: <https://zoom.us/join> or launch the Zoom app on your Tablet or Smartphone

1. Select “**JOIN A MEETING**”
2. The participant will be prompted to enter **Meeting ID, 880-0844-7164** and name to join the meeting, which can be found at the top page of the agenda. The meeting agenda can be found at: http://www.sanbenitocog.org/wp-content/uploads/2021/03/LTA_Packet_031821.pdf
3. You can launch audio through your computer or set it up through the phone. Follow instructions provided by Zoom.
4. **Public Comment:** Click “**Raise hand**” icon, the zoom facilitator will unmute you when your turn arrives.

Public Comment Guidelines

- If participating on zoom Once you are selected, you will hear that you have been unmuted: State your first name, last name, and county you reside in for the record.
- The Local Transportation Authority welcomes your comments.
- Each individual speaker will be limited to a presentation total of three (3) minutes.
- Please keep your comments, brief, to the point, and do not repeat prior testimony, so that as many people as possible can be heard. Your cooperation is appreciated.

CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Local Transportation Authority on **March 18, 2021** at **6:00 P.M.** was posted at the following locations freely accessible to the public:

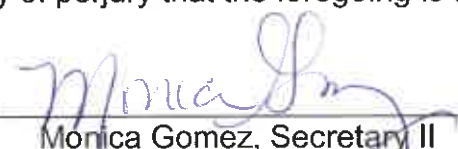
The front entrance of the Old San Benito County Courthouse, Monterey Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the **12th day of March 2021**, on or before **5:00 P.M.**

The meeting agenda was also posted on the Council of San Benito County Governments website, www.sanbenitocog.org, under Meetings, LTA Board, Meeting Schedule

I, Monica Gomez, swear under penalty of perjury that the foregoing is true and correct.

BY: _____


Monica Gomez, Secretary II
Council of San Benito County Governments

**SAN BENITO COUNTY
COUNCIL OF GOVERNMENTS, LOCAL TRANSPORTATION AUTHORITY,
MEASURE A AUTHORITY, AIRPORT LAND USE COMMISSION, AND
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS
(Zoom Platform)**

MINUTES of Adjourned Meetings December 17, 2020

MEMBERS PRESENT:

Director Jaime De La Cruz; Ex Officio, Scott Eades, Caltrans District 5

STAFF PRESENT:

Executive Director, Mary Gilbert; Transportation Planner, Regina Valentine, Transportation Planner, Veronica Lezama; Administrative Services Specialist, Norma Rivera; Secretary, Monica Gomez; Office Assistant, Griselda Arevalo; Deputy County Counsel, Shirley Murphy

OTHERS PRESENT:

Joe Arch, JJACPA, Inc.

CALL TO ORDER:

The San Benito County Council of Governments, Local Transportation Authority, Measure A Authority, Airport Land Use Commission, and Service Authority for Freeways and Expressways Meetings of December 17, 2020 at 6:00 p.m. were adjourned to date certain.

Director De La Cruz called an adjournment of the December 17, 2020 at 6:00 p.m. Meetings to a date certain of December 21, 2020 at 4:00 p.m., due to lack of a quorum.

**San Benito County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING
(Zoom Platform)
December 17, 2020 at 6:00 p.m. adjourned to
December 21, 2020 at 4:00 P.M.**

DRAFT MINUTES

MEMBERS PRESENT:

Chair Ignacio Velazquez; Vice-Chair Peter Hernandez; Jaime De La Cruz, Mary Vazquez Edge, Rolan Resendiz

STAFF PRESENT:

Executive Director, Mary Gilbert; Transportation Planner Regina Valentine; Secretary, Monica Gomez; Administrative Services Specialist, Norma Rivera; Transportation Planner, Veronica Lezama; Office Assistant, Griselda Arevalo; Deputy County Counsel, Shirley Murphy

CALL TO ORDER:

The Meeting of December 17, 2020 at 6:00 p.m. was adjourned to December 21, 2020 at 4:00 p.m.

Chair Velazquez called the meeting to order at 4:46 p.m.

A. CERTIFICATE OF POSTING

A motion was made by Director De La Cruz, and seconded by Director Hernandez, the Directors acknowledge the Certificate of Posting. Vote: 5/0 motion passes.

B. NOTICE OF TEMPORARY PROCEDURES FOR LOCAL TRANSPORTATION AUTHORITY MEETINGS

Chair Velazquez reminded members of the public that an overview of temporary procedures (Zoom etiquette) for LTA meetings was attached to the agenda.

C. PUBLIC COMMENT: NONE

CONSENT AGENDA:

- 1. Approve** Local Transportation Authority Draft Meeting Minutes Dated October 15, 2020 – Gomez
- 2. RECEIVE** Specialized Transportation/Jovenes de Antaño January, February, March, April, May, and June 2020 Monthly Service Reports – Valentine
- 3. RECEIVE** County Express/MV Transportation January, February, March, April, May, and June 2020 Monthly Reports – Valentine

There was no public comment on the Consent agenda.

A motion was made by Director De La Cruz, and seconded by Director Vazquez Edge, the Directors approved Items 1-3 from the Consent Agenda. Vote 5/0 motion passes.

REGULAR AGENDA:

4. Update on COVID-19 Service Impacts and Implementation of Responsive Software Services – Valentine

- a. **RECEIVE** Update on Local Transportation Authority's COVID-19 Response and Preliminary Impacts to Public Transportation Services; and
- b. **APPROVE** Order Form from Routematch Software Inc. for an 18-Month Dispatch Software Project Cost Not to Exceed \$89,790 with Ongoing Annual Costs Not to Exceed \$25,060.75 and **AUTHORIZE** Executive Director to Sign.

Transportation Planner, Regina Valentine provided an update for the Board related to the response from the agency and its public transportation service contractors, MV Transportation and Jovenes de Antaño, to the COVID-19 pandemic. The update included information about preliminary impacts to the San Benito County Express and Specialized Transportation services. Staff provided information on new software that the LTA may purchase to implement service changes in response. Staff recommended that the Board authorize signature of an Order Form from Routematch Software Inc. to expand County Express' current dispatching software.

There was no discussion or public comment.

A motion was made by Director De La Cruz, and seconded by Director Vazquez Edge, the Directors approved Item 4b as noted. Vote 5/0 motion passes.

A motion was made by Director Vazquez Edge, and seconded by Director De La Cruz, the Directors adjourned the LTA meeting at 4:53 p.m. Vote:5/0 motion passes.

ADJOURN TO LTA MEETING JANUARY 21, 2021.

**San Benito County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING
(Zoom Platform)**

January 21, 2021 6:00 P.M.

MINUTES

MEMBERS PRESENT:

Chair Ignacio Velazquez, Mary Vazquez Edge, Rolan Resendiz, Mark Medina, and Bob Tiffany

STAFF PRESENT:

Executive Director, Mary Gilbert; Transportation Planner Regina Valentine; Secretary, Monica Gomez; Administrative Services Specialist, Kathy Postigo; Transportation Planner, Veronica Lezama; Office Assistant, Griselda Arevalo; Deputy County Counsel, Shirley Murphy

CALL TO ORDER:

Chair Velazquez called the meeting to order at 6:55 p.m.

A. CERTIFICATE OF POSTING

A motion was made by Director Medina, and seconded by Director Tiffany, the Directors acknowledge the Certificate of Posting. Vote: 5/0 motion passes.

B. NOTICE OF TEMPORARY PROCEDURES FOR LOCAL TRANSPORTATION AUTHORITY MEETINGS

Chair Velazquez reminded members of the public that an overview of temporary procedures (Zoom etiquette) for LTA meetings was attached to the agenda.

C. ELECT LTA Chairperson for 2021

A motion was made by Director Resendiz and seconded by Director Vazquez Edge to elect Ignacio Velazquez as LTA Chairperson for 2021. Vote: 5/0 motion passes.

D. ELECT LTA Vice Chairperson for 2021

A motion was made by Director Resendiz and seconded by Director Medina to elect Mary Vazquez Edge as LTA Vice Chairperson for 2021. Vote: 5/0 motion passes.

E. PUBLIC COMMENT: NONE

CONSENT AGENDA:

1. Disposition of Surplus Vehicles – Valentine

- a. **APPROVE DONATION** of Surplus Vehicles, VINs. 10017 and 03123, to Growing Hearts Garden Center, Local Non-Profit Organization (501(c)(3) 83-2202218), and;
- b. **APPROVE SALE** of Three Surplus Vehicles, Last Five VIN No. 05654, 01405, and 01432, to Commercial Bus and Vehicles, LLC.

A motion was made by Director Vazquez Edge, and seconded by Director Medina, the Directors approved Item 1a, & b from the Consent Agenda. Vote 5/0 motion passes.

REGULAR AGENDA:

2. Update on COVID-19 Response and CARES Act Funding – Gilbert

- a. **RECEIVE** Update on Local Transportation Authority's COVID-19 Response; and
- b. **DIRECT STAFF** to Prepare Amendments to Operations Contracts to Include Funding Work Items Associated with Response to be Funded by the CARES Act.

Transportation Planner Regina Valentine provided a presentation on the Local Transportation Authority's COVID-19 Response. Staff is seeking approval from the Board regarding contract modifications to address the contract changes that were necessitated by the pandemic. Staff will prepare an amendment for the Board's consideration at a future meeting.

The Board commended staff for maintaining service operations through this difficult time.

There was consensus from the Board directing staff to move forward with preparing amendments to operations contracts to include funding work items associated with response to be funded by the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

There was no public comment on Item 2.

A motion was made by Director Vazquez Edge, and seconded by Director Medina, the Directors adjourned the LTA meeting at 7:03 p.m. Vote:5/0 motion passes.

ADJOURN TO LTA MEETING FEBRUARY 18, 2021.

Staff Report

To:	Local Transportation Authority	
From:	Norma Rivera, Administrative Services Specialist	Telephone: (831) 637-7665
Date:	March 18, 2021	
Subject:	Regular Local Transportation Authority Meeting Time	

Recommendation:

ADOPT Resolution 2021-01, Amending the Local Transportation Authority Rules and Regulations to Change the Regular Board Meeting Time to 4:00 p.m.

Summary:

The Council of Governments, Local Transportation Authority, Measure A Authority, Airport Land Use Commission, and Service Authority for Freeways and Expressways conduct their meetings on the third Thursday of each month at 6:00 pm. The Local Transportation Authority (LTA) Board of Directors has expressed interest in changing the time of the monthly regular meetings from 6:00 p.m. to 4:00 p.m.

Financial Considerations:

Staff estimates an annual savings of approximately \$3,600 for 4:00 p.m., meetings. Some staff currently get paid overtime for attending meetings that take place at 6:00 p.m. which is outside of their regular work week, identified as Monday through Friday, 8:00 a.m. to 5:00 p.m. Staff estimated costs are based on a two-hour meeting and three staff receiving overtime pay.

Background:

In 2007, LTA began holding regular meetings at 2:00 p.m. In 2013, the Board approved an amendment to the LTA's Rules and Regulations to hold meetings at 3:00 p.m. On May 21, 2020, LTA began holding regular meetings at 6:00 pm.

Staff Analysis:

The LTA meeting provides an opportunity for the public to participate in the local government process and the public is allowed to provide public comment on all agenda items.

LTA staff prepared an amendment to LTA's rules and regulations to reflect a 4:00 p.m. meeting time. The LTA Board of Directors is being asked to consider adopting Resolution 2021-01, which amends the rules and regulations.

Executive Director Review: MG

Counsel Review: Yes

Supporting Attachment: LTA Resolution No. 21-01

San Benito County
**LOCAL
TRANSPORTATION
AUTHORITY**

COUNTY EXPRESS

BEFORE THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY

RESOLUTION OF THE SAN BENITO COUNTY LOCAL)
TRANSPORTATION AUTHORITY BOARD OF)
DIRECTORS TO AMEND ITS RULES AND REGULATIONS,)
SECTION 1: GENERAL RULES AND REGULATIONS,)
AMENDING SUBSECTION 1(C): MEETINGS)

RESOLUTION NO: 21-01

WHEREAS, the San Benito County Local Transportation Authority (LTA), has adopted Rules and Regulations regarding the transaction of LTA's business; and

WHEREAS, Section 1 of LTA's Rules and Regulations sets forth LTA's General Rules and Regulations; and

WHEREAS, Subsection 1(C) identifies the date and time of regular LTA meetings; and

NOW, THEREFORE, BE IT RESOLVED, by the San Benito County Local Transportation Authority's that it does hereby amend LTA's Rules and Regulations, Section 1, Subsection 1(C) as set forth in Exhibit A, attached hereto and incorporated herein by reference.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY on this 18th day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ignacio Velazquez, Chair

ATTEST:
Mary Gilbert, Executive Director

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

By: _____

By: Shirley L. Murphy
Shirley L. Murphy, Deputy County Counsel

Dated: _____

Dated: March 11, 2021

SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY RULES AND REGULATIONS

SECTION I. GENERAL RULES AND REGULATIONS

- A. GENERAL APPLICATION: The San Benito County Local Transportation Authority (LTA) hereby declares that its procedures shall be governed by the regulations hereinafter set forth, together with such other regulations as may from time to time be prescribed by the LTA.
- B. PARTICULAR APPLICATION: Unless otherwise particularly noted, the regulations hereinafter provided shall be implemented consistent with the intent and purpose of the "Joint Powers Agreement to Create the San Benito County Local Transportation Authority", dated June 5, 1990, entered into by the participating incorporated cities and the County of San Benito.
- C. MEETINGS: Regular meetings of the LTA shall be held on the third Thursday of each month commencing at the hour of ~~2:00~~ 4:00 p.m. Unless otherwise particularly ordered by the LTA, all meetings shall be held in the Chambers of the Board of Supervisors of San Benito County, 481 Fourth Street, Hollister, California.
- D. CHAIR: At its first meeting in January of each year, the LTA shall, by majority vote of all appointed members, select one of its members who shall serve as Chair of the LTA for the balance of the calendar year. Any Chair selected under the provisions of this section shall continue to act as such Chair until the selection of a successor. The Chair of the LTA shall be rotated between the participating incorporated cities and the County of San Benito.
- E. VICE CHAIR: The same procedure as heretofore set forth for the selection of a Chair shall be followed for the selection of a Vice-Chair of the LTA.
- F. CHAIR PRO TEMPORE: In the absence of both the Chair and the Vice-Chair at any meeting, the members present and constituting a quorum, may by majority vote, select a Chair Pro Tempore to serve in the absence of such officers.
- G. QUORUM: A majority of the appointed members from the participating agencies shall constitute a quorum for the transaction of any business of the LTA.

H. BROWN ACT: All meetings of the LTA shall be conducted pursuant to the provisions of the RALPH M. BROWN ACT, Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code, commencing with section 54950.

I. AGENDA: The business of each regular meeting shall be transacted in accord with an agenda prepared by the Executive Director and transmitted to each member of the LTA. All agenda items for any regular meeting shall be filed with the Executive Director not later than seven (7) calendar days prior to the meeting at which such item is to be considered, absent special circumstances.

J. RULES OF ORDER:

1. When motions are made by directors, the motion shall be stated to the clerk by the moving director.
2. No question on a motion shall be debated or put to the LTA unless the motion has been seconded. When a motion is seconded, it shall be stated by the Chair before debate.
3. A motion having been stated by the Chair, shall be deemed to be in possession by the LTA, but it may be withdrawn by the maker of the motion at any time before decision or amendment with the assent of the second.
4. When a question is under debate, no motion shall be received unless the motion is:
 - a. To adjourn;
 - b. To lay on the table;
 - c. To consider the previous question;
 - d. To postpone to a certain date;
 - e. To commit to committee;
 - f. To amend; or
 - g. To postpone indefinitely.

These motions shall have no preference in the above order.

5. A motion to adjourn or a motion to fix time of adjournment shall be decided with debate.
 6. A motion to lay on the table shall include all amendments to the main question.
 7. A motion to consider the previous question shall preclude all amendment from debate to the main question and shall be put in the form "shall the main question be put to a vote."
 8. A member called to order shall relinquish the floor unless permitted to explain, and the LTA, if appealed to, shall decide on the case, but without debate. If there is no appeal, the decision of the Chair shall be final.
 9. Upon demand of any LTA member, or at the discretion of the Chair, the vote shall be by roll call, except that the vote on all ordinances or resolutions shall be by roll call.
 10. Where a procedural issue arises which is not resolved by reference to the LTA's rules, the procedure to be followed shall be stated by the Chair. However, upon objection by any member, the procedure to be followed is determined by majority vote of the LTA ("Rule of the Chair").
- K. **VOTING:** Except on demand of a member, the roll need not be called upon voting upon a motion, unless the motion is to adopt an ordinance in which case the vote shall be by roll call. An LTA order applies mainly as a directive to LTA officers or employees. It need not be reviewed in writing, as it generally applies to one specific act only. LTA resolutions and ordinances must be reviewed in written form before binding action is taken on them.
- L. **RECORDS OF PROCEEDINGS:** All proceedings of every meeting of the LTA shall be reported in writing and recorded by means of audio or video. The Executive Director shall permanently maintain the written records (minutes) and the audio or video records in the LTA file. The Executive Director also shall keep a resolution file in which all resolutions shall be entered in full.

- M. REPORTS AND RECOMMENDATIONS: The Executive Director shall review all matters coming before the LTA and shall make a report and recommendation on all items placed on the agenda.
- N. FEES: The LTA may establish an appropriate fee schedule for services provided by the LTA.
- O. AMENDMENTS: Rules and regulations herein enumerated may, from time to time, be amended by resolution of the LTA. Prior notification by mail of specific changes proposed, to all members of the LTA and the specific date on which such amendments will be considered shall be required. A vote of a majority of the membership of the board of directors is required to amend such rules or regulations.

Staff Report

To:	Local Transportation Authority	
From:	Norma Rivera, Administrative Services Specialist	Telephone: (831) 637-7665
Date:	March 18, 2021	
Subject:	Second Quarter Budget Report	

Recommendation:

RECEIVE Local Transportation Authority FY 2020-21 Second Quarter Budget Report.

Summary:

The Second Quarter Budget Report summarizes revenues and expenditures as of December 31, 2020. The Report shows that revenues were at 5.06% and expenditures were at 32.93% in total.

Financial Considerations:

During the second quarter, total revenues were \$128,762 or 5.06% of the budgeted revenues. This number includes the fund balance that has been carried forward from the previous fiscal year.

Total expenditures for all Local Transportation Authority accounts were \$837,601 or 32.93%. This amount is under the 50% estimated for the second quarter.

Background:

Staff prepares a quarterly update on the revenues and expenditures of Local Transportation Authority fiscal year performance for the Board to review. The attached report identifies the revenues and expenditures for Fiscal Year (FY) 2021, for the period of July 1, 2020 through December 31, 2020. After each quarter, staff reviews and analyzes the Trial Balances for errors or corrections. Once the Trial Balances are reviewed, staff prepares a budget report and analyzes the need for budget adjustments/transfers to reflect actual revenues and expenditures.

The Second Quarter Budget report includes the Public Transportation, Modernization, Improvement and Safety Enhancement Account (PTMISEA).

The Second Quarter Budget Report of Local Transportation Authority shows expenditures under the 50% projection for the quarter due to a decrease in services rendered.

Transportation Development Act (TDA) funds are allocated to the Local Transportation Authority at the end of the fiscal year. This is the cause for the low percentage of revenues in the summary.

Staff Analysis:

Staff made budget adjustments, approved by the Executive Director as authorized in the Purchasing/Budget policy to cover small overages. At this time there are no Budget Adjustments required for Board approval.

Executive Director Review: MG

Counsel Review: N/A

Supporting Attachments:

1. Local Transportation Authority FY 2020/21 Second Quarter Budget Report
2. Public Transportation, Modernization, Improvement and Safety Enhancement Account FY 2020/21 Second Quarter Budget Report

Local Transportation Authority (627.7320)
Second Quarter Budget Report
FY 2020/21

FISCAL SUMMARY	Budgeted FY 20/21	Actual as of 12/31/2020	Balance FY 20/21	Projected % 50%	Actual %
EXPENDITURES					
Salaries & Benefits	323,691	148,808	174,883	50%	45.97%
Services & Supplies	612,868	159,062	453,806	50%	25.95%
Contracts	1,607,204	529,731	1,077,473	50%	32.96%
Capital	-	-	-	50%	
Other	-	-	-	50%	
TOTAL EXPENDITURES	\$2,543,763	837,601	\$1,706,162	50%	32.93%
REVENUES					
Revenues	2,543,763	128,762	2,414,351	50%	5.06%
Operating Transfers	-	-	-	-	-
TOTAL REVENUE	\$2,543,763	\$128,762	\$2,414,351	50%	5.06%
TOTAL FUND BALANCE	\$0	(\$708,839)			
	Equip. Trf	(\$708,839)			

Local Transportation Authority (627.7320)
Second Quarter Budget Report
FY 2020/21

REVENUE & EXPENDITURES

REVENUES		Budgeted	Revenues	Balance	Projected %	Actual %
Category		FY 20/21	12/31/2020	FY 20/21	50%	
541.001	Interest	-	(650)	-	50%	
551.113	Mis (FTA 5311 Operating Assistance)	316,616	-	316,616	50%	0.00%
551.113	FTA 5310 (Out of county med.)	37,000	13,712	23,288	50%	37.06%
551.113	Low Carbon Transit Operations Program \	142,811	47,568	95,243	50%	33.31%
551.113	STA SB1	45,000	-	45,000	50%	0.00%
551.113	CARES	350,680	54,532	296,148	50%	15.55%
551.401	State Misc Rev	-	-	-	50%	
551.401	LCTOP-Inter cunty service exp	-	-	-	50%	
562.803	County Express Fares	100,000	2,446	97,554	50%	2.45%
570.001	Other Sales (Ad Space)	-	2,869	(2,869)	50%	
570.001	Sales of fixed assets	-	-	-	50%	
570.003	Advertisement Revenue Sales of FA	3,000	-	3,000	50%	0.00%
570.006	Other Rev Reim	-	-	-	50%	
570.015	Other Revenue Private Grants	-	8,285	(8,285)	50%	
576.012	Transfer from Trust STA<F	1,548,656	-	1,548,656	50%	0.00%
590.001	Unclaimed check	-	-	-	50%	
TOTAL		2,543,763	128,762	2,414,351	50%	5.06%

EXPENDITURES		Budgeted	Expenses	Balance	Projected %	Actual %
Category		FY 20/21	12/31/2020	FY 20/21	50%	

Personnel

610.101	Salaries	323,691	148,808	174,883	50%	45.97%
610.101	BS IT					
610.101	Bus Stop Imp.					
Total		323,691	148,808	174,883	50%	45.97%

Services and Supplies

619.126	Magazines and Subscriptions	-	-	-	50%	
619.130	Clothing and Safety	1,500	874	626	50%	58.28%
619.132	Communications	1,200	596	604	50%	49.69%
619.138	Computer Maintenance	3,200	7,920	(4,720)	50%	247.50%
619.140	Computer Supplies	325	316	9	50%	97.14%
619.142	Computer Software	200	-	200	50%	0.00%
619.152	Maintenance of Equipment	50,000	11,297	38,703	50%	22.59%
619.154	Maintenance of Equip - Oil and Gas	173,618	31,334	142,284	50%	18.05%
619.158	Maint of Structures and Grounds	500	14	486	50%	2.84%
621.503	Maint of Equipment - Auto			-		
619.166	Membership Duesx	620	620	-	50%	100.00% Cal Act
619.172	Postage and Delivery x	25	-	25	50%	0.00%
621.901	Medical/Dental/Lab Supplies and Services			-		
619.174	Supplies x	250	29	221	50%	11.44%
622.501	Office Furniture under \$700			-		
622.502	Office Equipment under \$300			-		
619.176	Special Project Supplies x	600	2,999	(2,399)	50%	499.80%
619.180	Public and Legal Notices	100	50	50	50%	50.00%
619.184	Rent Equipment	-	-	-	50%	
619.190	Small Tools x	400	14	386	50%	3.44%
619.222	Professional Services - Other Consultants			-		
619.194	Training	2,000	-	2,000	50%	0.00%
619.196	Travel Lodging x	800	-	800	50%	0.00%
619.186	Rent Structures			-		
619.188	Rent Space			-		
619.198	Travel Meals x	250	-	250	50%	0.00%
619.200	Travel Transportation	150	-	150	50%	0.00%
619.210	Professional Service - Legalx	4,000	-	4,000	50%	0.00%
619.268	Special Dept Expense - Other (CARES)	351,680	87,641	264,039	50%	24.92%
619.280	Marketing x	9,400	7,980	1,420	50%	84.89%
619.306	Utilities	4,670	-	4,670	50%	0.00%
645.701	General Insurance	7,380	7,379	1	50%	99.99%
Total		612,868	159,062	453,806	50%	25.95%

Contracts

619.250	Special Dept Exp (SRTP & LRTP)	-	-	-	50%	
619.250	Special Dept Expense - Contracts	1,607,204	529,731	1,077,473	50%	32.96%
Total		1,607,204	529,731	1,077,473	50%	32.96%

Capital

650304	Furniture and Fixtures	-	-	-	50%	
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		2,543,763	837,601	1,706,162	50%	32.93%

PTMISEA and OES (628.7400)
Second Quarter Budget Report
FY 2020/21

Attachment:2

FISCAL SUMMARY	Budgeted FY 20/21	Actual as of 12/31/2020	Balance FY 20/21	Projected % 50%	Actual %
<u>EXPENDITURES</u>					
Salaries & Benefits	-	-	-		
Services & Supplies	1,396,250	166,541	1,229,709	50%	11.93%
Contracts	-	-	-		
Capital	-	-	-		
Other	-	-	-		
TOTAL EXPENDITURES	\$1,396,250	\$166,541	\$1,229,709	50%	11.93%
<u>REVENUES</u>					
Revenues	1,396,250	1,384,271	11,979	50%	99%
Operating Transfers	-	-	-		
TOTAL REVENUE	\$1,396,250	\$1,384,271	\$11,979	50%	99%
TOTAL FUND BALANCE	\$0	\$1,217,730			

PTMISEA and OES (628.7400)
Second Quarter Budget Report
FY 2020/21

REVENUE & EXPENDITURES

REVENUES		Budgeted	Revenues	Balance	Projected %	Actual %
Category		FY 20/21	12/31/2020	FY 20/21	50%	
541.001	Interest Revenue	12,000	3,713	8,287	50%	30.95%
551.401	PTMISEA (Current Yr)	-	-	-	50%	0.00%
551.401	PTMISEA (Prop B) (carryover PY)	1,144,780	1,141,339	3,441	50%	0.00%
551.401	OES (Carryover Prop 1B Grants)	121,596	121,596	-	50%	0.00%
	Fund Balance (carryover previous years)	117,874	117,623	251	50%	0.00%
570.011	PTMISEA (Prior Yr)	-	-	-	50%	0.00%
570.011	OES (State) (Prior Yr)	-	-	-	50%	0.00%
	TOTAL	1,396,250	1,384,271	11,979	50%	99%

EXPENDITURES		Budgeted	Expenses	Balance	Projected %	Actual %
Category		FY 20/21	12/31/2020	FY 20/21	50%	
Personnel						
610.101	Salaries		-	-		
	Total		-	-		
Services and Supplies						
619.126	Magazines and Subscriptions			-		
619.132	Communications			-		
619.138	Computer Maintenance			-		
619.140	Computer Supplies			-		
619.152	Maintenance of Equipment			-		
619.154	Maintenance of Equip- Oil and Gas			-		
619.158	Maintenance of Structures & Grounds			-		
619.166	Membership Dues			-		
619.168	Office Furniture under \$700			-		
619.170	Office Equipment under \$300			-		
619.172	Postage and Delivery			-		
619.174	Supplies			-		
619.176	Special Project Supplies - Printing			-		
619.180	Public and Legal Notices			-		
619.184	Rent Equipment			-		
619.186	Rent Structures			-		
619.188	Rent Space			-		
619.190	Small Tools			-		
619.194	Training			-		
619.198	Travel Meals			-		
619.200	Travel Transportation			-		
619.210	Legal			-		
619.222	Other Consultants			-		
619.268	Special Dept Expense - PTMISEA	1,396,250	166,541	1,229,709	50%	11.93%
619.268	Special Dept Expense - OES			-		
619.280	Marketing			-		
619.306	Utilities			-		
645.701	General Insurance			-		
	Total	1,396,250	166,541	1,229,709	50%	11.93%
Contracts						
623601	Special Dept Expense - Contracts	-	-	-		
	Total	-	-	-		
Capital						
650.301	Automobiles, Trucks, Vans			-		
650.302	Equipment other than Computer			-		
650.303	Computer Hardware			-		
650.304	Furniture & Fixtures(Bus Stop Shelters)			-		
	Total	-	-	-		
Other						
670.000	Trf Out Other Funds			-		
670.000	Interfund Trf			-		
	TOTAL	1,396,250	166,541	1,229,709	50%	11.93%

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: March 18, 2021
Subject: Contract for the Short Range Transit Plan Update

Recommendation:

APPROVE Contract between the San Benito County Local Transportation Authority and DanTec Associates for an amount not to exceed \$100,000 for the preparation of a Short Range Transit Plan update.

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 a Short Range Transit Plan update. Staff is requesting authorization from the LTA Board to enter into contract with DanTec Associates to prepare the plan.

Financial Considerations:

The grant award is \$100,000 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:

The purpose of the Short Range Transit Plan Update is to comprehensively evaluate LTA's public transportation services and to make recommendations regarding: program goals and objectives, service enhancement or reduction possibilities, capital improvement planning, management structure and partnership opportunities, marketing and related policy issues. The study will address internal and external factors influencing the use of public transit, including fares, schedules, route design, amenities, etc. The plan shall include a short range element (within 5 year window) and a longer 10 year element.

The overall tasks of the Short Range Transit Plan Update include:

- Update Goals and Objectives
- Identification of Issues
- Evaluation of Existing Services and Ridership
- Performance Indicators

- Development of a Capital Improvement Plan
- Marketing and Communications
- Financial Plan
- Review Organizational and Staffing Framework
- Third-Party Contract Review
- Meetings and Public Participation
- Final Plan Document

Staff requested authorization from the Board at the September 2019 meeting to submit the application for a Short Range Transit Plan update. In June 2020, Caltrans awarded COG, on behalf of LTA, \$100,000, with an 11.47% local in-kind or cash match, for the completion of the project.

Staff Analysis:

On January 22, 2021, staff released the Request for Proposals (RFP) for the preparation of a Short Range Transit Plan Update. Four qualified firms submitted responsive proposals: DanTec Associates, Evan Brooks Associates, Moore and Associates, and Transportation Management and Design (TMD) Inc.

The firms were evaluated based on written proposals and interviews conducted by a panel of four staff.

The panel ranked DanTec Associates as the highest ranked firm. Staff has negotiated a contract with DanTec to complete the Short Range Transit Plan Update (Attachment). The project is slated to kick-off this month and to be completed no later than March 2023.

Executive Director Review: MG

Counsel Review: Yes

Attachment: Contract with DanTec Associates

*Short Range Transit Plan Update
DanTec Associates
March 18, 2021
Page 1 of 24*

CONTRACT

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and DanTec Associates ("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 18, 2021, and end on March 31, 2023 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)

- ☒ [X] 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: Daniel Levy

Title: Principal

Address: 700 West E. Street, Suite 1001

San Diego, CA 92101

Phone: (760) 213-0961

Email: dantec1@sbcglobal.net

SIGNATURES

APPROVED BY LTA:


Name: Ignacio Velazquez, Chair
San Benito County Local Transportation Authority
Date: March 18, 2021

APPROVED BY CONTRACTOR:


daniel levy (Mar 3, 2021 12:38 PST)

Name: Daniel Levy
DanTec Associates
Date: Mar 3, 2021

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: Shirley L. Murphy, Deputy County Counsel

Date: March 11, 2021

ATTACHMENT A

Scope of Services

CONTRACTOR, for LTA's benefit, will develop a Short Range Transit Plan update following an active participation of community stakeholders and comprehensive evaluation of LTA's public transportation service to make recommendations that are operationally and financially sustainable regarding: program goals and objectives, service enhancement or reduction possibilities, capital improvement planning, management structure and partnership opportunities, marketing and related policy issues. The study shall address internal and external factors influencing the use of public transit, including the COVID-19 pandemic, fares, schedules, route design, passenger amenities, etc. The plan shall include a short-range element (within 5-year window) and a longer 10-year element setting a vision for improved transit services for the future.

Task 1 Project Initiation

A kickoff meeting will be held virtually to initiate the project and introduce the teams. CONTRACTOR will provide an agenda. The meeting will offer an opportunity to adjust the tasks, goals, and schedule. The meeting will also confirm project roles and responsibilities and lines of communication. The team will discuss plans and seek input on the first round of public outreach and stakeholder engagement as well as the ride count and onboard surveys. The meeting will include a discussion of the decision makers survey and other outreach activities and surveys.

Deliverables: Agenda and written summary of Project Initiation Meeting and finalized scope of work and timeline.

Task 2 Ride Check and Performance Data Analysis

A 100 percent onboard ride check on fixed route and intercounty services will be conducted for one weekday and one Saturday. Paratransit and Dial-A-Ride analysis will be based on ridership data from booking logs and sample observation trips will be taken on the Paratransit and Dial-A-Ride service to view operational practices and speak with operators and customers. For the on board count the surveyors will record the numbers of passengers, persons in wheelchairs, and bicycles boarding and alighting at each stop, times at each timepoint and reasons for any delays while on route. On the same days, the drivers will be asked to keep all transfer slips received, (if they are being issued) and passengers will be provided with an onboard survey that will be collected upon completion by the passenger counters. All surveyors will be hired locally through a local employment agency and receive training, facemasks and hand sanitizer prior to being assigned to a bus route. If there is a major disruption to service because of an accident or bus breakdown the checks will be rescheduled within two days. The days for the count will be selected to avoid holidays or other events that might skew the ridership data.

The data received will be entered into a database using a crosscheck procedure to ensure accuracy; data sheets are either double-entered or crosschecked by different people and any entries that do not match are validated and revised to ensure the correct entry. Similar, but less in-depth analysis due to more limited data will be conducted on the driver counts from previous years if available. CONTRACTOR will also interpret the findings as they relate to potential recommendations.

While ridership will be lower than usual during the pandemic the ridechecks will still provide useful information about trip supplemented by experience and insight.

Deliverables: Raw data collection forms and survey instruments, database of boardings, alightings, and onboard survey.

Task 3 Evaluate Existing Service & Ridership

The task will include an examination of past Short Range Transit Plans, TDA Audits, Unmet Transit Needs Reports, the San Benito Regional Transportation Plan (RTP) and Transportation Improvement Plan (TIP). CONTRACTOR will analyze information on the current system, costs, fare revenues and assessment of the fixed routes, intercounty services, Dial-A-Ride, Paratransit and specialized transit.

The data analysis will include passenger loads, service efficiency, schedule performance, and maximum load points. Analysis will identify route performance and highlight busy stops. The actual performance will be compared with any existing fixed route service standards and policies maintained by LTA. Dial-A-Ride, Paratransit and Specialized Transportation performance will compare the data extracted from the scheduling system and performance will be evaluated against criteria found in the service policies.

Prior customer survey results will be reviewed and an updated survey form in English and Spanish will be prepared for use during the ride check. The survey will include information on travel patterns, origin-destination, demographics, and desired improvements. Where appropriate, wording of questions will be consistent with past surveys to accurately track trends since the earlier surveys.

The analysis will use a system lens to identify opportunities to improve usefulness and performance across the network including areas for potential future new services or route improvements addressing the implications for customer trips and service flow.

There may be opportunities to clarify and optimize the roles of urban and intercounty service. For local service there is potential to review the routings to improve its attractiveness of while maintaining coverage to key destinations. For example, community expansion has extended beyond walking distance of the existing route network in Hollister. The review will consider if

there are opportunities to extend coverage within the existing resources. In addition, service within San Juan Bautista is limited to one stop and the review will consider the demand and potential opportunities to expand service within the community.

For intercounty services, the review will reconfirm the destinations being served and identify others that may be underserved or are emerging such as the potential High Speed Rail station in East Gilroy. Trip times, a key factor in attracting demand for commute services, may be compromised because the existing intercounty service design serves both Hollister and San Juan Bautista. The review will consider the market segments and potential benefits to alternative route designs. The review will also examine the schedule design to confirm service appropriate levels for demand, the match with key times at destinations and connections.

The analysis will review route and network design, spacing of routes, connection points and scheduled connections times between routes, opportunities to reduce duplication, service accessibility, service “legibility” including consistent naming and labeling, service information and mapping and other potential improvements for customer service and operational efficiency.

Deliverables: Background analysis summary memo. Charts, tables and maps showing ridership and performance data.

Task 4 Review of Peer Systems

This task will include a review of peer transit systems. A sample of transit systems serving similar communities with approximately the same fleet characteristics will be included in the peer sample. The goal is to compare the performance of LTA transit with similar systems and to identify policies, practices and innovative programs at similar systems that may be adoptable by LTA.

The sample will include up to 12 agencies. We will look for peers that serve communities similar agriculturally based economies but close enough to a major metropolitan center for commuting. Performance of LTA will be contrasted with the performance of the peer systems.

Deliverable: Report on peer agencies.

Task 5 Technical Review Meeting

At this meeting CONTRACTOR will review the progress to date and present the results of the peer review, on board passenger count and other existing conditions. The meeting will also be used to receive input on potential vision and mission statements to guide the system for the next ten years.

Deliverables: Meeting notes.

Task 6 First Round Public Outreach

CONTRACTOR will work closely with LTA to define a strategic and dynamic outreach plan to implement during key milestones of the overall schedule to ensure that key stakeholders, community, and public at large are actively engaged and diverse audiences are involved in the public participation process. The first round of public outreach will focus on information gathering and active listening sessions to better understand and tailor future outreach activities. It is assumed that this round of outreach will likely be focused online and virtually to encourage safe participation from the public.

Deliverables: Draft and Final Public Outreach Plan, Onboard rider survey (English, Spanish), Meeting materials (presentation, agenda, and handouts as needed)

Task 7 Update Goals, Objectives, and Standards and Create Performance Indicators

CONTRACTOR will develop a vision and mission based on input received through the public and stakeholder outreach and the technical review meeting. This input will also be used to craft the goals, objectives and service standards, consistent with and supporting the vision and mission.

During the first round of outreach, CONTRACTOR will have sought input on key trade-offs such as having service that comes closer to respondents' homes operating less frequently versus service that operates from major roads or collection points and is more frequent. Effectiveness standards are used to assess how well the services achieve their objectives and vary according to the service intent. Services that exist for the purpose of attracting ridership should be measured on their ridership, levels of crowding, speed and directness and the cost per customer should be relatively low. Conversely, services that exist to serve neighborhoods, basic mobility and maximize coverage should be measured on walking distance to bus stops and social measures such as satisfaction while accepting lower number of customers per hour and higher cost per customer.

A transit system needs service standards or guidelines to operate effectively, transparently and equitably. The service standards are needed to let council and the public understand what to expect from the system. Creating service standards or guidelines based on goals and objectives tied to the mission and vision will create a formal policy framework. The measurement of performance and evaluation of the system can then be tied to the standards. The standards are also helpful during budget approvals. Rather than distracting decision makers with the details of route or schedule adjustments the Board can focus on adjustments to the policy issues (service standards). This would allow staff to make service adjustments to meet any policy revisions and the budget target. For example, the budget discussions can be based on the financial ramifications of adjusting walking distance from $\frac{1}{4}$ mile to either $\frac{1}{3}$ mile or $\frac{3}{4}$ mile rather than looking at the specific route and service changes. This will create a policy discussion that the

Board can understand rather than focusing on the details of routes or schedules. From the vision and mission statements a set of goals will be developed and for each goal, specific objectives with indicators and performance targets. The service standards will be in the form of objectives, indicators and targets. Using this methodology, the goals are firm, but the objectives, indicators and target can be adjusted in the future based on funding levels or public demand. The service standards would guide LTA in making both small tweaks to the service as well as major expansion such as determining when to start a new service. One of the advantages of this structure is that the vision, mission, and goals can remain unchanged between Short Range Plan updates, but the objectives and targets can change if necessary, based on annual or periodic reviews due to financial constraints or other factors.

It is recommended that service standards for address the following key issues:

Quality of service

- Frequency of service (e.g., headways)
- Span of service (e.g., service start and finish time)
- Access to service (e.g., walking distance to stops, stop spacing)
- Passenger amenities (e.g., shelters and heated shelters)
- Transfers and travel time (e.g., maximum transfers, travel time relative to auto)

Effectiveness

- Frequency of service (e.g., headways)
- Span of service (e.g., service start and finish time)
- Productivity (e.g., passenger km per seat km, boardings per hour)
- Cost recovery (e.g., percentage of cost recovered from farebox)

Efficiency

- Labor Productivity (layover, delays, scheduling efficiency)
- Spare ratio (e.g., revenue vehicles to spare vehicles)

Reliability (on-time performance, cancellations)

- Access to service (e.g., walking distance to stops, stop spacing)
- Passenger amenities (e.g., shelters and heated shelters)
- Transfers and travel time (e.g., maximum transfers, travel time relative to auto)
- Effectiveness
- Productivity (e.g., passenger km per seat km, boardings per hour)
- Cost recovery (e.g., percentage of cost recovered from farebox)

Deliverable: Memorandum describing proposed Vision, Mission, Goals and Service Standards.

Task 8 Identification of Issues

At this stage of the project CONTRACTOR will have established an understanding of the existing conditions and current system as well as how the community wants the system to develop. Comparing the two will allow the team to identify the issues that need to be addressed.

Other issues will be identified from a review of TDA Audits, the Unmet Transit Needs reports, the RTP and TIP and other public outreach activities including surveys of the public, stakeholders and decision makers.

Deliverable: Memo describing issues for LTA.

Task 9 Technical Review Meeting

A meeting will be held to review the progress and findings to date including vision, mission, goals, standards, performance measures and identification of issues.

Deliverables: Meeting summary

Task 10 Evaluation of Needed Changes Fixed Route and Intercounty Service

With information from the first round of stakeholder and public engagement we will develop alternative transit system designs for consideration.

Most fixed route local service is within the urban area of Hollister, the largest community in the county. Three existing routes serve demand, with two operating in opposing directions on perimeter loops and a third route operating primarily north-south through the center of the community. Some city neighborhoods are beyond ¼ mile of transit, the distance that people will typically walk to transit.

The review will identify the coverage of existing routes including any gaps in service. We will also identify potential solutions to provide increased coverage, considering what may be possible within existing resources and potential solutions at defined levels of incremental funding.

We will develop at least two alternative network designs for the local service within Hollister. One alternative will optimize the service coverage using only existing resources. A second will be for expansion that assumes some enhancement in service resources, vehicles and hours.

Intercounty service is currently focused on connections to Caltrain and Greyhound transit service in Gilroy. The review will consider existing data as well as input through the survey to reconfirm travel patterns to these connection points, demand to other destinations and connections to local transit in adjacent communities.

CONTRACTOR will consider how the current routings and schedules affect use of the intercounty services. For example, existing trips operate from Hollister through San Juan Bautista as a time efficient routing for the vehicles but may suppress demand because it is not the most direct routing from Hollister. The review will consider alternatives examining customer service implications and operational costs.

For intercounty service we will also develop alternative service designs. These may include enhancements within existing resources and an alternative with enhancements that are possible at a defined level of system expansion.

In both cases the alternatives will be based on the findings from the analysis and engagement and be closely tied to levels of funding realistically available. Each alternative will be described and mapped, and high-level costs will be estimated.

A fare elasticity model will be created to assess the impact on ridership and revenue from fare changes. The model will use generally accepted elasticity factors for small communities.

Deliverables: A report on service evaluation and needs including rider demand analysis and identifying at least four service alternatives.

Task 11 Evaluation of Needed Changes Dial-A-Ride and ADA Paratransit

The delivery of ADA Paratransit service is perhaps the most challenging form of public transportation. And it is, without a doubt, the most expensive form of public transportation. Given these real and constant challenges, agencies struggle to, both, deliver compliant services while also being “budget conscious”. Therefore, an evaluation of LTA's ADA Paratransit services will be completed in order to ensure compliance with the ADA, as well as identify opportunities for more efficient Paratransit operations. This will also include a performance evaluation and peer comparison.

As a part of this comprehensive Paratransit review, CONTRACTOR will review LTA's service by understanding, evaluating and/or identifying the following:

LTA's administrative policies and operating practices; including requirements to comply with:

- Providing “reasonable assistance” to riders with disabilities.
- Wheelchair securement
- Boarding and alighting practices
- Reasonable Modification of Services
- Service Animals
- Eligibility Determination process
- On-time percentage

- Missed trips
- Telephone hold times
- Reservations and scheduling practices
- Shared rides
- Stranded passengers
- Service area
- Fare structure
- Personal Care Attendants
- Hours of operation
- Premium services
- Other general equivalency requirements with fixed route services

Identifying inefficiencies in service are vital to ensuring that transit agencies are maximizing the funding available to a community. CONTRACTOR will seek to identify opportunities for LTA to maximize each dollar budgeted for Paratransit services. This may include addressing how shared rides are scheduled and how to better take advantage of the ability to schedule trips one hour before or after a requested pick-up time to increase efficiency.

Given that ADA Paratransit service is the most expensive form of public transportation, special attention will be given throughout this planning process to ensure that existing and recommended operating policies and practices are viewed through a “fiscal reality” lens. All transit agencies want to provide the highest quality services possible, however, agencies are regularly faced with fiscal constraints that often limit the level of customer service provided. Fiscal constraints do not, of course, apply to an agency’s requirement to comply with the Americans with Disabilities Act and other federal requirements. They may, though, have an impact in how an agency is able to exceed the minimum requirements which typically lead to higher quality services. All of these issues will be considered during CONTRACTOR’s evaluation process.

CONTRACTOR understands that there are a number of other demand responsive services provided in the LTA service area (in addition to ADA Paratransit). These services will also be evaluated for compliance to ensure that services are delivered meeting such standards as providing a “reasonable” level of service, wheelchair securement, etc.

Deliverables: A report on service evaluation and needs including rider demand analysis.

Task 12 Evaluation of Needed Changes Specialized Transportation

The current program for Specialized Transportation services in San Benito County will be reviewed and evaluated. The work will include an inventory of service needs and identify spatial or temporal service gaps. The review will also look at service denials, on-time performance, latent demand and compliance with ADA and Title VI. Service delivery options including new modes such as volunteer drivers and ride sharing or the use of transportation network companies may be considered. A bilingual survey will be conducted of non-users.

Deliverables: A report on service evaluation and needs including rider demand analysis.

Task 13 Technical Review Meeting

A meeting will be held to discuss the reports on service evaluation, needs for each of the modes studied in Task 10 through 12 and the second round of stakeholder and public engagement.

Deliverables: Meeting notes and PowerPoint presentation.

Task 14 Second Round of Public Outreach

During the second round of public outreach, CONTRACTOR will focus on information sharing. Based on feedback from the first round of outreach, CONTRACTOR will work closely with community-based organizations, partner agencies, and the LTA to increase project awareness, encourage public feedback, and direct the public to the project website.

SUBCONTRACTOR, Circlepoint, will support the logistics and staffing of project outreach meetings. These meetings will be opportunities for the Project Team to meet the community where they are to share more information, address questions, concerns, and gather more contacts for the project list. The location of these events will be determined according to community needs and may be hosted as online open houses or pop-up events, if needed.

Deliverables: Attendance at one (1) in-person public meeting, Onboard rider survey of up to 10 (ten) questions in two languages (English, Spanish)

Task 15 Development of Recommended Plan – Fixed Route and Intercounty

With information from the stakeholder and public engagement we will develop a recommended fixed-route transit system design for consideration.

The plan may advance a scenario that was included in the consultation or may present a refined alternative arising out of the input. It will include recommended service for intercounty service as well as urban service. The design will align with levels of funding realistically available and the relationship between urban and intercounty service will be complementary. The service design will include a description, map and high-level costs.

Deliverables: A report with a recommended service design for fixed route and intercounty services.

Task 16 Development of Recommended Plan – Dial-A-Ride and ADA Paratransit

A plan for improved services will be developed based on the goals, objectives and service

standards formulated in Task 7 and the evaluation of needed changes documented in Task 12. The plan will include ridership forecasts, cost estimates, and strategies for compliance with ADA. The recommendations will include any changes to policies required to implement the service changes. The recommendations will be categories such as short term (up to five years) and longer term (six to ten years).

Deliverables: Report on recommended service implementation plans for Dial-A-Ride and Paratransit.

Task 17 Development of Recommended Plan – Specialized Transportation

A plan for improved services will be developed based on the goals, objectives and service standards formulated in Task 7 and the evaluation of needed changes documented in Task 12. The plan will include ridership forecasts, cost estimates, and strategies for compliance with ADA. The recommendations will include any changes to policies required to implement the service changes. The recommendations will be categories such as short term (up to five years) and longer term (six to ten years).

Deliverables: Report on recommended service implementation plans for Specialized Transportation.

Task 18 Technical Review Meeting

A meeting will be held to review the service implementation plans developed for each of the three modes in Tasks 15 – 17.

Deliverables: Meeting notes and PowerPoint.

Task 19 Development of Capital Improvement Plans

CONTRACTOR will develop a 10-year capital asset plan including schedules, costs estimates and potential funding sources for replacement, rehabilitation, expansion of service. The plan will include at a minimum:

- Buses and nonrevenue vehicles
- Shelters
- Information systems
- Identification of lacking capital needs
- Cost neutral improvements

The plan will include recommended roles for new technology together with cost estimates for implementation. The plan will outline a systemic scheme for cost effective maintenance, replacement or rehab of capital assets consistent with Transit Asset Management Plan and California Air Resources Board Innovation Clean Transit zero emission fleet purchase

requirements.

Deliverables: Draft 10-year Capital Improvement Plan

Task 20 Marketing and Communications

The consultant team will measure the effectiveness of past efforts through the surveys conducted earlier in the study process and other public outreach activities for users and non-users of the system. A report will be prepared with recommendations on the types of media and messages to market services and any improvements needed to user information services for all modes. The marketing and communication plan will identify any potential new technologies that may increase ridership or increase convenience for transit dependent populations.

Deliverables: Draft Marketing and Communications Plan

Task 21 Financial Plan

A financial plan will be prepared that will project the operating costs and revenues annually for each proposed service change on a route-by-route basis. The plan will cover 10 years based on a constrained, partially constrained and unconstrained scenarios. CONTRACTOR will identify and recommend an annual financing plan for operations and capital improvements based on current, expect and potential funding sources including a possible transit impact fee program.

Deliverables: Draft Financial Plan

Task 22 Technical Review Meeting

At this technical review meeting the consulting team will present the Draft Capital, Marketing and Communications, and Financial Plans

Deliverables: Meeting notes and PowerPoint presentation.

Task 24 Third Party Contract Review

CONTRACTOR will review the LTA current third-party contracts. The contracts will be looked at in terms of current industry standards and conformity with Federal and State requirements. Recommendations will be made for changes to current or future contracts to support existing or future service levels and staffing. The review will identify the need for operator training including ADA training and certifications. The review will also consider dispatch procedures and insurance coverage.

Deliverables: Draft report on third party contracting.

Task 25 Prepare Draft Report

A draft final report will be prepared including integrating all topics covered in interim draft reports and memo.

Deliverables: Draft report

Task 26 Technical Review Meeting

A technical review meeting will be held to discuss the draft report. Any comments, changes or deletions requested by the Technical Review committee will be incorporated into the draft and a revised draft will be produced for the Board.

Deliverables: Meeting notes

Task 27 Present Final Draft to Board

The revised draft report will be presented to the Board. A PowerPoint will be used to summarize the report.

Deliverables: PowerPoint

Task 28 Finalize and Deliver Report

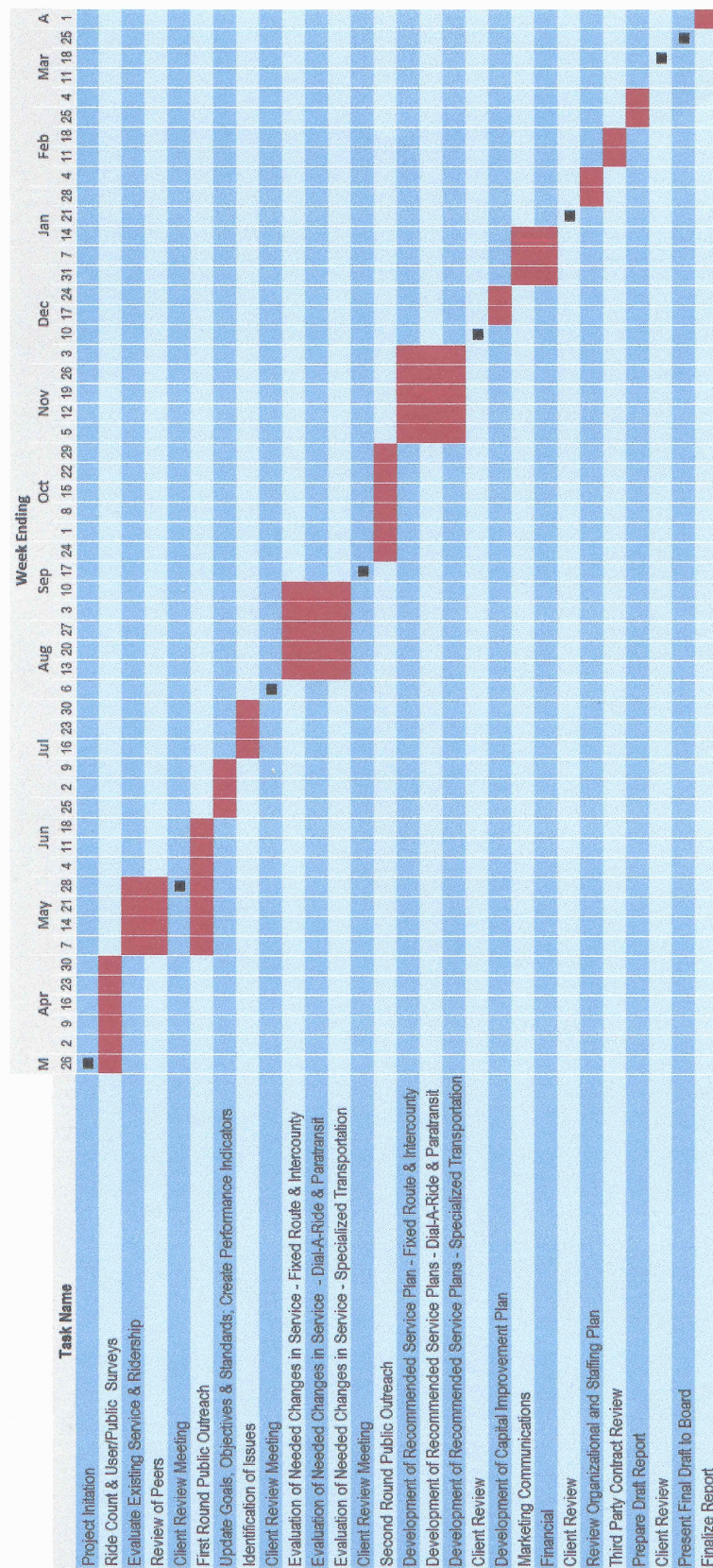
Any comments received from the Board will be integrated into the draft and a final version of the report will be produced. Three bound copies and a camera-ready PDF will be provided.

Deliverables: Final report.

Project-wide, LTA will be responsible for:

- Providing notification and project materials for outreach events.
- Coordinating and covering direct costs for translation, printing, production, mailing, and postage as needed.
- Digital distribution of all materials will be coordinated through the LTA's online communication tools and channels.
- Distributing and collecting the survey via their email and project channels

Schedule



This schedule assumes a contract commencement date of March 19, 2021.

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 \$ 100,000.00.

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.

Fee Schedule

Project Tasks		Consultants								Hours	Disbursements		Total \$
		DanTec				Travel & Expenses							
Task	Hourly Rate	Dan Levy	Brian Mills	Jess Segovia	DanTec Support	Molly Chu	Vitor Lira	Laune O'Brien	By task	Disbursements	Travel & Expenses		
1	Project Initiation	\$ 140	\$ 135	\$ 135	\$ 100	\$ 195	\$ 135	\$ 100	6	\$840			
2	Ride Count & User/Public Surveys	16	1	1		1	1	1	82	\$2,500	\$1,360		
3	Evaluate Existing Service & Ridership	2	24	16	12	2	12	24	54				
4	Review of Peers	4			12				16				
5	Client Review Meeting	1	1	1		1	1		5				
6	First Round Public Outreach	10	12	12		6	34	50	124		\$165		
7	Update Goals, Objectives & Standards, Create Performance Indicators	1	16	8					25				
8	Identification of Issues	16	4	4					24				
9	Client Review Meeting	1	1	1					3	\$200			
10	Evaluation of Needed Changes in Service - Fixed Route & Intercountry	2	20						22				
11	Evaluation of Needed Changes in Service - Dial-A-Ride & Paratransit	2		12					14				
12	Evaluation of Needed Changes in Service - Specialized Transportation	12		2					14				
13	Client Review Meeting	1	1	1					3	\$200			
14	Second Round Public Outreach	10	12	12		6	30	60	130	\$165			
15	Development of Recommended Service Plan - Fixed Route & Intercountry	2	16						18				
16	Development of Recommended Service Plans - Dial-A-Ride & Paratransit	2		8					10				
17	Development of Recommended Service Plans - Specialized Transportation	8		2					10				
18	Client Review	1	1	1					3	\$200			
19	Development of Capital Improvement Plan	1	8	4					13				
20	Marketing Communications	4				5	26	50	85	\$170			
21	Financial	2		8					10				
22	Client Review	1	1	1					3	\$200			
23	Review Organizational and Staffing Plan	8	2	2					12				
24	Third Party Contract Review	1		8					9				
25	Prepares Draft Report	8	4	4					16	\$375			
26	Client Review	1	1	1					3	\$410			
27	Present Final Draft to Board	8							8		\$360		
28	Finalize Report	4			4	2	4		14				
Total		130	125	125	40	23	108	185	736	\$3,675	\$2,810		

**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.

2021 Short Range Transit Plan Update Contract (DanTec)_030221

Final Audit Report

2021-03-03

Created:	2021-03-03
By:	Norma Rivera (norma@sanbenitocog.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT23M1H-yKiLC28gou9mwTCC_xsiB7_Xk

"2021 Short Range Transit Plan Update Contract (DanTec)_030221" History



Document created by Norma Rivera (norma@sanbenitocog.org)

2021-03-03 - 5:45:54 PM GMT- IP address: 71.92.248.154



Document emailed to daniel levy (dantec1@sbcglobal.net) for signature

2021-03-03 - 5:52:01 PM GMT



Email viewed by daniel levy (dantec1@sbcglobal.net)

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Document e-signed by daniel levy (dantec1@sbcglobal.net)

Signature Date: 2021-03-03 - 8:38:39 PM GMT - Time Source: server- IP address: 136.26.100.243



Agreement completed.

2021-03-03 - 8:38:39 PM GMT



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