

**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, June 17, 2021
4:00 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: 873-9252-2437

DIRECTORS: Chair Ignacio Velazquez, Vice Chair Mary Vazquez Edge
Rolan Resendiz, Bob Tiffany, and Peter Hernandez
Alternates: San Benito County: Kollin Kosmicki;
City of San Juan Bautista: Scott Freels; 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.***

4:00 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 Local Transportation Authority Draft Meeting Minutes Dated May 20, 2021 – Gomez

REGULAR AGENDA:

4:00 P.M. Public Hearing (Or As Soon Thereafter As the Matter May Be Heard)

2. Local Transportation Authority Budget FY 2021/22 – Rivera

- a. **OPEN** Public Hearing
- b. **RECEIVE** Presentation on the FY 2021/22 Local Transportation Authority Budget
- c. **CLOSE** Budget Hearing
- d. **ADOPT** Resolution 21-03, Adopting the FY 2021/22 Local Transportation Authority Budget

3. Short Range Transit Plan Update Contract Amendment – Valentine

- a. **RECEIVE** Draft Contract Amendment 1 between the San Benito County Local Transportation Authority and DanTec Associates for an Amount Not to Exceed \$108,050 for the Preparation of a Short Range Transit Plan Update
- b. **AUTHORIZE** Executive Director to Sign the Amendment Pending Approval by Caltrans
- c. **AUTHORIZE** Executive Director to Make Changes to the Scope of Work to Comply with Caltrans Comments, as Needed

Adjourn to LTA Meeting on Thursday, August 19, 2021. Agenda deadline is August 3, 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 Secretary 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, 873-9252-2437** 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/2021/06/LTA_Packet_061721.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, 873-9252-2437** 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/2021/06/LTA_Packet_061721.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 **June 17, 2021 at 4:00 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 **11th day of June 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
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING
(Zoom Platform)**

May 20, 2021 4:00 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, Norma Rivera; Transportation Planner, Veronica Lezama; Office Assistant, Griselda Arevalo; Deputy County Counsel, Shirley Murphy

CALL TO ORDER:

Chair Velazquez called the meeting to order at 4:26 p.m.

A. CERTIFICATE OF POSTING

Motion made to acknowledge Certificate of Posting:

Motion: Mary Vazquez Edge Second: Bob Tiffany

Secretary Gomez called the roll call vote.

Director Vazquez Edge voted yes, Director Resendiz voted yes, Director Medina voted yes, Director Tiffany voted yes, Chair Velazquez voted yes.

Motion carried: 5/0

Yes:	Velazquez, Vazquez Edge, Resendiz, Medina, Tiffany
No:	None
Recused:	None
Abstention:	None
Absent:	None

B. NOTICE OF TEMPORARY PROCEDURES FOR LOCAL TRANSPORTATION AUTHORITY MEETINGS

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 LTA Board can attend the meeting via teleconference and to participate in the meeting to the same extent as if they were present.

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 March 18, 2021 – Gomez
2. **Receive** Local Transportation Authority FY 2020-21 Third Quarter Budget Report – Rivera
3. **Approve** Cancellation of July 2021 Local Transportation Authority Board Meeting – Gilbert
4. **Adopt** Resolution 2021-02 Authorizing the Execution of the Low Carbon Transit Operations Program (LCTOP) Projects “Expansion of Intercounty Services” and “Mobility on Demand Operations” – Valentine
5. **Surplus Vehicles** – Valentine
 - a. **Declare** Two Vehicles Surplus Property to be Auctioned or Salvaged to Donate to Eligible Local Nonprofits and Other Eligible Local Government Agencies;
 - b. **Direct** Staff to Prepare a Solicitation for Eligible Local Nonprofits and Other Eligible Local Government Agencies to Indicate Interest in and Eligibility for Donation of Surplus Vehicles;
 - c. **Authorize** Executive Director to Execute all Necessary Documents to Auction or Salvage Surplus Vehicles for Sale or for Donation to Eligible Local Nonprofits or Other Eligible Local Government Agencies.

There was no public comment on the Consent Agenda.

Motion made to approve the Consent Agenda:

Motion: Bob Tiffany Second: Mary Vazquez Edge

Secretary Gomez called the roll call vote.

Director Vazquez Edge voted yes, Director Resendiz voted yes, Director Medina voted yes, Director Tiffany voted yes, Chair Velazquez voted yes.

Motion carried: 5/0

Yes:	Velazquez, Vazquez Edge, Resendiz, Medina, Tiffany
No:	None
Recused:	None
Abstention:	None
Absent:	None

REGULAR AGENDA:

6. **Receive** Presentation of FY 2021/22 Local Transportation Authority Draft Budget – Rivera

Received presentation from Administrative Services Specialist Norma Rivera on the FY 2021/22 Local Transportation Authority Draft Budget. Transportation Planner Regina Valentine provided a Local Transportation Authority service level overview.

There was brief discussion regarding the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds and the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act) funds.

There was no public comment.

Director Medina was disconnected from the meeting at 4:35 p.m.

There being no further business to discuss, Director Vazquez Edge motioned to adjourn at 4:36 p.m.
Motion seconded by Director Tiffany.

Secretary Gomez called the roll call vote.

Director Vazquez Edge voted yes, Director Resendiz voted yes, Director Tiffany voted yes, Chair Velazquez voted yes.

Motion carried: 4/0

Yes: Velazquez, Vazquez Edge, Resendiz, Tiffany

No: None

Recused: None

Abstention: None

Absent: Medina

ADJOURN TO LTA MEETING JUNE 17, 2021 AT 4:00 P.M.

Staff Report

To: Local Transportation Authority
From: Norma Rivera, Administrative Services Specialist **Telephone:** (831) 637-7665
Date: June 17, 2021
Subject: Local Transportation Authority Budget FY 2021/22

Staff Recommendation:

ADOPT Resolution 21- 03 Adopting the FY 2021/22 Local Transportation Authority Budget.

Summary:

The Local Transportation Authority Budget – FY 2021/22 has been prepared using funding assumptions that are consistent with information provided through State and Federal programs. Expenditures match anticipated funding. A second fiscal year is included to the Budget for financial planning purposes.

Financial Considerations:

The Local Transportation Authority's Budget for FY 2021/22 is \$4.07 million. This Budget includes contracts for transit operations including County Express and Jovenes de Antano. The Budget includes personnel and services to support transit operations. The Budget also includes an account for Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funding.

Overall, the Budget is 3.19% above the FY 2020/2021 Budget. This increase of \$129,880 is mainly attributed to the Services and Supplies line item related to COVID-19 pandemic response and CARES Act funding.

Background:

The San Benito County Local Transportation Authority (LTA) administers and operates public transportation services in the County. County Express provides local Fixed Route service, General Public Dial-a-Ride, ADA Paratransit, and commuter services to the residents of San Benito County.

The Fixed Route service has been temporarily suspended due to COVID-19. Jovenes de Antano provides transportation for the Senior Lunch Program, Medical & Shopping Assistance Program and Out of County Medical Transportation.

The most important component of the Budget focuses on aligning spending with anticipated funding and financing transit operations. The Local Transportation Authority is funded through the Transportation Development Act, Federal Transit Act and various local grants.

Pending grant applications will be amended into the Budget at a future date if the funds become available.

Staff Analysis:

The Local Transportation Authority limits personnel costs to 7.5 percent and directs agency funds to Services and Supplies, Operations, and Capital.

Services and Supplies represents 44.6 percent of the budget. This category includes large expenditures in maintenance and fuel. The fuel estimate is the largest unknown in the Authority's Budget. Fluctuations at the gas pump are difficult to predict. It also includes expenses related to Covid 19 and the CARES Act funding.

Contracts represent 44.4 percent of expenditures. This category includes contracts with MV Transportation for County Express and Jovenes de Antaño for Specialized Transportation. Also \$45,000 to rebuild the County Express website and \$80,000 for the development of a Short Range Transit Plan.

The Local Transportation Authority set up a separate account for the Public Transportation Moderation, Improvements and Service Enhancements Account (PTMISEA), and the Office of Emergency Services funding (OES). The Budget for this account is \$1,135,227. This funding is available for various transit capital needs, purchase of buses and customer services enhancements, transit maintenance and operational enhancements.

The Budget is balanced with revenues matching expenditures.

In summary, the Local Transportation Authority meets the goals and objectives of the agency and matches anticipated funding with expenses.

Executive Director Review: MG

Counsel Review: Yes

Supporting Attachments: 1. Resolution 21- 03
2. Local Transportation Authority Budget – FY 2021/22

BEFORE THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY

A RESOLUTION OF THE SAN BENITO COUNTY)
LOCAL TRANSPORTATION AUTHORITY)
ADOPTING THE 2021/2022 FISCAL YEAR) Resolution 21-03
ANNUAL BUDGET)

WHEREAS, the Local Transportation Authority of San Benito County published and held a public hearing regarding the Authority's consideration of the budget for the Local Transportation Authority of San Benito County for Fiscal Year 2021/2022; and

WHEREAS, at the public hearing, the Local Transportation Authority heard and received all oral and written testimony and evidence that was made, presented, or filed, and all persons present at the hearing were given ample opportunity to hear and be heard with respect to any matter related to the budget for Fiscal Year 2021/2022; and

WHEREAS, said hearing was concluded, during which time all additions and deletions to the budget for Fiscal Year 2021/2022 were made or authorized; and

WHEREAS, the 2021/2022 fiscal year budget is a balanced budget.

NOW, THEREFORE, BE IT RESOLVED by the Local Transportation Authority of San Benito County that the Adopted Budget of the Local Transportation Authority for Fiscal Year 2021/2022, is hereby adopted by reference to the attached Adopted Budget.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY THIS 17TH DAY OF JUNE 2021 BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAINING:
ABSENT:

Ignacio Velazquez, Chair

APPROVED AS TO LEGAL FORM:
SAN BENITO COUNTY COUNSEL'S OFFICE

Dated: June 9, 2021

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

ATTEST:
Mary Gilbert, Executive Director

Dated: _____

By: _____



Adopted Budget Fiscal Year 2021/22

330 Tres Pinos Road, Suite C7
Hollister, California 95023
(831) 637-7665

www.sanbenitocountyexpress.org

Local Transportation Authority Adopted Budget Fiscal Year 2021 - 2022

Published by Order of the:
Board of Directors

Peter Hernandez
County of San Benito

Bob Tiffany
County of San Benito

Ignacio Velazquez
City of Hollister

Rolan Resendiz
City of Hollister

Mary Vazquez Edge
City of San Juan Bautista

Executive Director:
Mary Gilbert

Prepared and Compiled by:
Norma Rivera
Administrative Services Specialist

Adopted: June 17, 2021

TABLE OF CONTENTS

Introduction

Organization Chart.....	1
Local Transportation Authority Executive Summary.....	2
Local Transportation Authority Goals and Objectives.....	2

Local Transportation Authority Budget

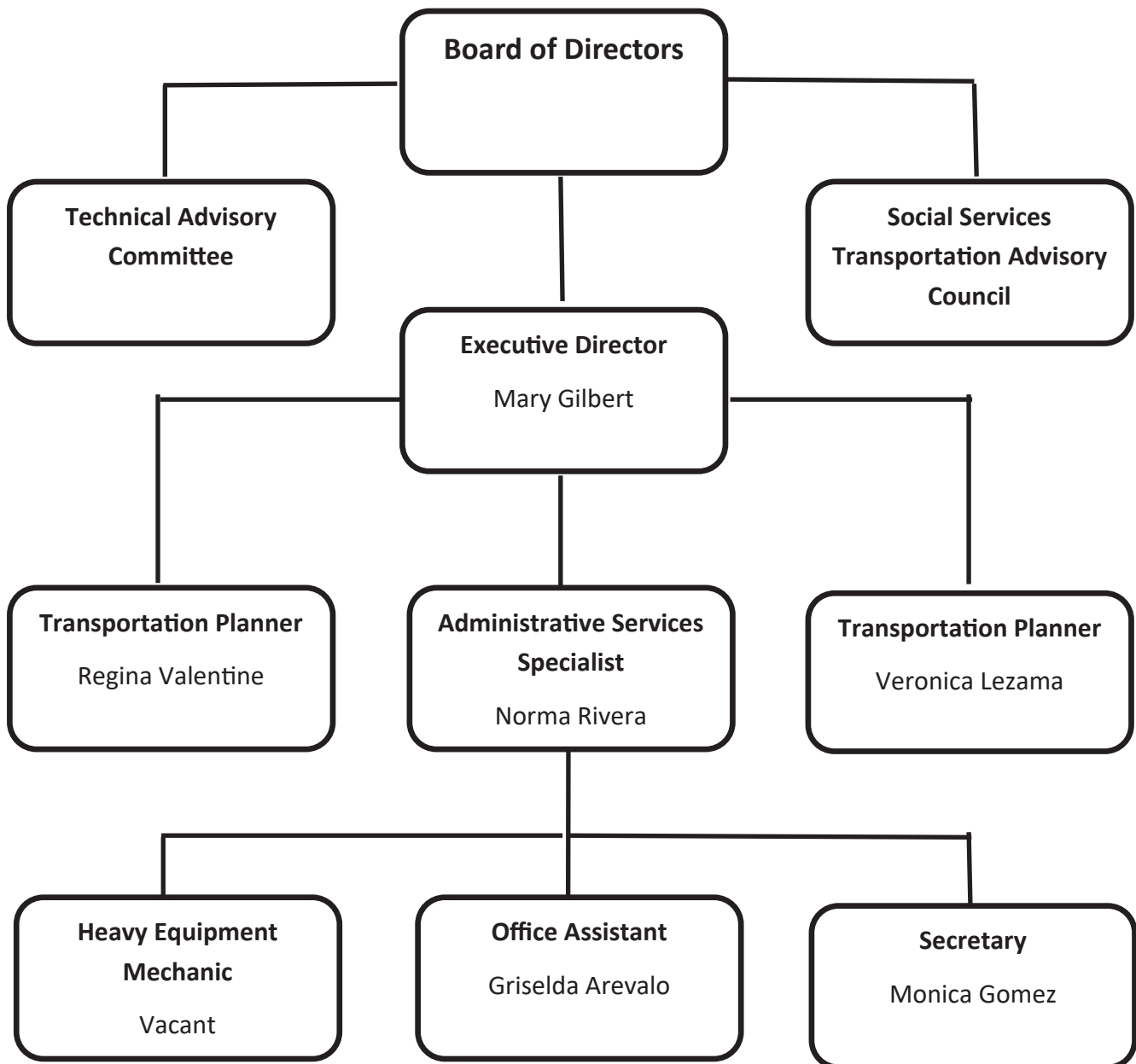
Local Transportation Authority	3
Revenue Summary and Expenditure Summary	4
PTMISEA	5

Appendix

Purchasing Policies for the Local Transportation Authority	7
Policies for Amending the Local Transportation Authority Budget.....	13
Budget Adjustment/Transfer Form.....	14

San Benito County Local Transportation Authority

Organizational Chart



Executive Summary

The Local Transportation Authority (LTA) is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County. The Local Transportation Authority is responsible for administration and operation of San Benito County Express, the public transportation for the County, which operates seven (7) days a week. San Benito County Express services, operated through a contract with MV Transportation Inc., include Fixed Route, Complementary Paratransit, Dial-A-Ride, and Intercounty transit services.

Local Transportation Authority also provides three (3) Specialized Transportation services operated through a contract with the local nonprofit, Jovenes de Antaño: Out-of-County Non-Emergency Medical Transportation, Senior Lunch Program Transportation, and Medical-Shopping Assistance Program.

Goals and Objectives

The Local Transportation Authority goals for FY 2021/2022 are to continue serving the community through its transit operations, increased community outreach to bring back ridership because of the COVID-19 pandemic, implementation of unmet transit needs, and implementation of the Short-Range Transit Plan recommendations which will include upgrades to the vehicle fleet and system infrastructure.

Budget Detail

The Local Transportation Authority's total proposed budget for FY 2021/2022 is \$4.07 million. The FY 2021/2022 Budget reflects an overall increased in expenditures. Staff positions remain the same from the previous year budget, which consists of funding for seven Full Time Equivalent positions. The Services & Supplies line item has increased significantly due to funding from the Coronavirus Aid Relief and Economic Security Act (CARES ACT) and Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) which will be used to support transit operations for the next few years. The Contract line item has increased due to a new contract for the development of a Short-Range Transit Plan and funding for the Local Transportation Authority website redesign.

The Local Transportation Authority FY 2021/2022 Budget is balanced and supports the policies of the Board of Directors and the needs of the community.

**LOCAL TRANSPORTATION AUTHORITY
BUDGET - FY 2021/22
EXPENDITURES**

EXPENDITURE DESCRIPTION		Adopted Budget FY 20/21	Estimated Actual to June 30, 2021	Proposed Budget FY 21/22	Budget Estimate for FY 22/23	Variance FY 20/21 FY 21/22
Personnel						
610.101	Salaries	323,691	297,616	304,055	313,177	(19,636)
610.101	Salaries	-	-	-	-	-
610.101	Salaries (5304 Bus Stop IT)	-	-	-	-	-
	Total	323,691	297,616	304,055	313,177	(19,636)
Services and Supplies						
619.126	Magazines and Subscriptions	-	-	-	-	-
619.130	Clothing and Safety	1,500	1,185	1,500	1,500	-
619.132	Communications	1,200	1,192	1,200	1,200	-
619.138	Computer Maintenance	3,200	1,000	3,200	46,899	-
619.140	Computer Supplies	325	316	325	325	-
619.142	Computer Hardware	200	-	-	-	(200)
645.701	General Insurance	7,380	7,379	9,503	10,000	2,123
619.152	Maintenance of Equipment	50,000	22,594	50,000	55,000	-
619.154	Maintenance of Equipment - Oil and Gas	173,618	62,668	80,000	90,000	(93,618)
619.158	Maintenance of Structures and Grounds	500	64	500	500	-
619.280	Marketing	9,400	9,000	9,400	9,400	-
619.166	Membership Dues	620	620	620	620	-
619.176	Special Project Supplies - Supplies	600	-	600	600	-
619.174	Supplies	250	129	250	250	-
619.172	Postage and Delivery	25	-	25	25	-
619.210	Professional Service - Legal	4,000	4,000	4,000	4,000	-
619.180	Public and Legal Notices	100	50	100	150	-
619.184	Rent Equipment	-	-	-	-	-
619.186	Rent Structures	-	-	-	-	-
619.190	Small Tools	400	25	100	100	(300)
619.268	Special Dept. Expense - Other (CARES)	351,681	325,000	698,019	-	346,338
619.268	FTA 5310 CRRSSA	-	-	918,436	-	-
619.268	FTA 5311 CRRSSA	-	-	32,929	-	-
619.196	Travel Lodging	800	-	800	800	-
619.198	Travel Meals	250	-	250	250	-
619.194	Training	2,000	-	2,000	2,000	-
619.200	Travel Transportation	150	-	150	150	-
619.306	Utilities	4,670	-	4,670	4,670	-
	Total	612,869	435,222	1,818,577	228,439	254,343
Contracts						
619.250	Special Dept. Expense - Contracts	1,607,204	1,059,462	1,810,061	1,607,205	202,857
	Total	1,607,204	1,059,462	1,810,061	1,607,205	202,857
Capital						
650.302	Equipment other than Computer	-	-	-	-	-
650.303	Computer Hardware	-	-	-	-	-
650.301	Automobiles, Trucks, Vans	-	-	137,200	-	137,200
	Total	0	0	137,200	-	137,200
Other						
649.320	OPEB	-	-	-	-	-
	Total	-	-	-	-	-
TOTAL PROPOSED BUDGET		2,543,764	1,792,300	4,069,893	2,148,821	574,764

**LOCAL TRANSPORTATION AUTHORITY
BUDGET - FY 2021/22
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 20/21	Estimated Actual to June 30, 2021	Proposed Budget FY 21/22	Budget Estimate for FY 22/23	Variance FY 20/21 FY 21/22
570.001 Advertisement Revenue	-	1,000	1,000	1,000	1,000
570.003 Sale of Fix Asset	3,000	2,985	3,000	3,000	-
551.113 Misc. (FTA 5311 Operating Assistance)	316,616	316,616	347,399	341,279	30,783
551.113 FTA 5310 (Out of County Medical)	37,000	53,739	55,000	37,000	18,000
551.113 FTA 5310 (Traditional)	-	-	137,200	-	-
551.113 FTA 5304 Sustainable Communities (SR)	-	20,000	80,000	-	80,000
551.113 Low Carbon Transit Operations Program	142,811	95,136	47,675	47,675	(95,136)
551.113 CARES	350,680	325,000	698,019	498,019	347,339
551.113 STA SB1	45,000	-	45,000	-	-
576.012 STA/LTF transfer	1,548,656	981,852	1,655,235	1,548,656	106,579
562.803 County Express Fares	100,000	4,892	50,000	85,000	(50,000)
556.301 FTA 5311 CRRSSA	-	-	918,436	-	918,436
556.301 FTA 5310 CRRSSA	-	-	32,929	-	32,929
TOTAL REVENUE	2,543,763	1,800,220	4,069,893	2,560,629	437,565

EXPENDITURES VS REVENUES <u>LTA</u>	Adopted Budget FY 20/21	Estimated Actual to June 30, 2021	Proposed Budget FY 21/22	Budget Estimate for FY 22/23	Variance FY 20/21 FY 21/22
EXPENDITURES					
Personnel	323,691	297,616	304,055	313,177	(19,636)
Services & Supplies	612,869	435,222	1,818,577	228,439	1,205,708
Contracts	1,607,204	1,059,462	1,810,061	1,607,205	202,857
Capital	0	0	137,200	-	137,200
Other	-	-	-	-	-
TOTAL EXPENDITURES	2,543,764	1,792,300	4,069,893	2,148,821	1,526,129
REVENUES					
Revenues	995,107	818,368	2,414,658	1,011,973	1,419,551
Operating Transfers (in)	1,548,656	981,852	1,655,235	1,548,656	106,579
TOTAL REVENUE	2,543,763	1,800,220	4,069,893	2,560,629	1,526,130
TOTAL PROPOSED BUDGET	2,543,764	1,792,300	4,069,893	2,148,821	1,526,129

FUND BALANCE	(0)
DESIGNATED FUND BALANCE	-
UNDESIGNATED FUND BALANCE	(0)

<u>LTA</u>	
BUDGET NOTES	Proposed Budget FY 21/22
Personnel Personnel includes salaries, administrative support, and professional services. Thes include regular staff salaries, executive director services and temporary help.	
Total	304,055
Services and Supplies Services and Supplies include normal budget items to support transit operations. The largest expenses include general insurance, maintenance, and fuel. Includes expenses releated to Covid 19 and CARES and CRRSSA funding.	
Total	1,818,577
Contracts Contracts includes transit operations for fixed route, intercounty route, dial-a-ride, (County Express) out of county medical and senior lunch program (Jovenes de Antano) . Short Range Transit Plan \$80,000 and \$45,000 for CE website.	
Total	1,810,061
Capital No Capital expenditures are proposed in this Budget.	
Total	137,200
Other	

LOCAL TRANSPORTATION AUTHORITY - Cal Office of Emergency Services
BUDGET - FY 2021/22
EXPENDITURES

EXPENDITURE DESCRIPTION	Adopted Budget FY 20/21	Estimated Actual to June 30, 2021	Proposed Budget FY 21/22	Budget Estimate for FY 22/23	Variance FY 20/21 FY 21/22
Personnel					
610.101 Salaries	-	-	-	-	-
623.510 Administrative Support	-	-	-	-	-
Total	-	-	-	-	-
Services and Supplies					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.130 Clothing and Safety	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	-	-	-	-	-
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.176 Special Project Supplies - Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Professional Service - Legal	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept. Expense - Other	1,396,250	257,331	1,135,227	-	(261,023)
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
Total	1,396,250	257,331	1,135,227	-	(261,023)
Contracts					
619.250 Special Dept. Expense - Contracts	-	-	-	-	-
Total	-	-	-	-	-
Capital					
650.302 Equip other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
Total	-	-	-	-	-
Other					
649.320 Operating Transfers	-	-	-	-	-
Total	-	-	-	-	-
TOTAL PROPOSED BUDGET	1,396,250	257,331	1,135,227	-	(261,023)

**LOCAL TRANSPORTATION AUTHORITY - PTMISEA, ARRA, AND OES
BUDGET - FY 2021/22
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 20/21	Estimated Actual to June 30, 2021	Proposed Budget FY 21/22	Budget Estimate for FY 22/23	Variance FY 20/21 FY 21/22
551.401 PTMISEA (Proposition B) (carryover PY)	1,144,780	1,141,339	884,008	-	(260,772)
551.401 OES (Carryover-Prop 1B Grants)	121,596	121,596	121,596	-	-
Fund Balance (carryover previous years)	117,874	117,623	117,623	-	(251)
541.001 Interest	12,000	14,000	12,000	-	-
	-	-	-	-	-
TOTAL REVENUE	1,396,250	1,394,558	1,135,227	-	(261,023)

EXPENDITURES VS REVENUES	Adopted Budget FY 20/21	Estimated Actual to June 30, 2021	Proposed Budget FY 21/22	Budget Estimate for FY 22/23	Variance FY 20/21 FY 21/22
EXPENDITURES					
Personnel	-	-	-	-	-
Services & Supplies	1,396,250	257,331	1,135,227	-	(261,023)
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other	-	-	-	-	-
TOTAL EXPENDITURES	1,396,250	257,331	1,135,227	-	(261,023)
REVENUES					
Revenues	1,396,250	1,394,558	1,135,227	-	(261,023)
TOTAL REVENUES	1,396,250	1,394,558	1,135,227	-	(261,023)
TOTAL PROPOSED BUDGET	1,396,250	257,331	1,135,227	-	(261,023)
FUND BALANCE			(0)		
DESIGNATED FUND BALANCE			-		
UNDESIGNATED FUND BALANCE			(0)		

BUDGET NOTES	Proposed Budget FY 21/22
Personnel No Personnel expenditures are proposed in this Budget.	
Total	-
Services and Supplies Special projects includes purchase of buses to increase service. Customer services enhancements, transit maintenance and operational enhancements. Purchased of buses will be capitalize in LTA.	
Total	1,135,227
Contracts No Contract expenditures are proposed in this Budget.	
Total	-
Capital No Capital expenditures are proposed in this Budget.	
Total	-
Other No Other expenditures are proposed in this Budget.	
Total	-
TOTAL PROPOSED BUDGET	1,135,227

PTMISEA: Public Transportation Modernization, Improvement and Service Enhancement Program
ARRA: American Recovery and Reinvestment Act
OES: Office of Emergency Services

APPENDIX

PURCHASING POLICIES FOR THE LOCAL TRANSPORTATION AUTHORITY

A. DEFINITIONS

For the purpose of this article, the following words and phrases shall have the meaning respectively ascribed by this section:

- 1) Agency: Local Transportation Authority
- 2) Board of Directors: The governing body of the agency.
- 3) Contractual services: Any telephone, gas, water, electric light and power services; the rental of equipment and machinery; insurance; the services of attorneys, physicians, electricians, engineers, consultants or other individuals or organizations possessing a high degree of technical skill; and all other types of agreements under which the contract provides services which are required by the agency, but not furnished by its own employees. Purchase of space for legal advertising shall not be subject to the provisions of this chapter.
- 4) Fixed Assets: Any piece of tangible personal property having an estimated useful life of one calendar year or more, capable of being permanently identified as an individual unit of property, and belonging to one of the general classes of property considered a fixed asset in accordance with generally accepted accounting practices (i.e., equipment, machinery, vehicles, furnishings,) with an accounting value of \$3,000 or more.
- 5) Local Business: any person or entity that regularly maintains a place of business and transacts business in, or maintains an inventory of merchandise for sale in, the County of San Benito.
- 6) Professional Services: An independent contractor's expert advice or professional services that involve extended analysis, personal expertise, the exercise of discretion and independent judgment in their performance, which are of an advisory nature, provide a recommended course of action, and have an end product transmitting information which is related to LTA programs. Providers are selected on the basis of qualification, subject to the negotiation of a fair and reasonable compensation. Classification as professional services may also require an advanced, specialized type of knowledge, expertise, technical skill or training customarily acquired either by a prolonged course of study or equivalent experience, such as accountants, financial advisors, auditors, grant writers, program specialists, labor consultants and negotiators, investigators, law enforcement retained certified laboratories, attorneys and other litigation-related specialist, environmental consultants, appraisers, architects, landscape architects, surveyors, engineers, design professionals, and construction project management firms.
- 7) Supplies and equipment: Any personal property, such as physical articles, materials or things, which property shall furnished to, or shall be used by the agency.

B. PURPOSE OF CHAPTER

The purpose of this chapter is to adopt policies and procedures governing purchases of supplies, equipment and contractual services by the agency in accordance with section 54200 et seq. of the Government Code. This chapter is not intended to conflict with applicable provisions of state law and shall be interpreted as supplementary thereto.

C. DESIGNATION OF THE PURCHASING AGENT

The Board of Directors appoints the Executive Director or designee to serve as the Purchasing Agent for Local Transportation Authority.

D. PURCHASING AGENT – POWERS AND DUTIES

The Purchasing Agent shall have all the duties and powers prescribed by the laws of the state including the following duties:

1. Acquisition of Personal Property – To purchase equipment, materials, supplies and all other personal property and services for LTA where funding has been approved and budgeted by the Board, unless specified otherwise in the Purchasing Policy.
2. Professional Service Contracts – To engage independent contractors to perform professional services through contracts for the LTA with or without furnishing of material where the aggregate cost does not exceed \$50,000. Contracts shall not be split between fiscal years to circumvent this dollar limitation.
3. Renewal/Extension of Contracts – To renew or extend contracts for professional services that are critical to ongoing LTA projects provided the financial obligation falls within his/her preview of authority.
4. Rental of Real Property – To negotiate and execute in the name of LTA, contracts to lease or rent for the LTA real property or storage space where funding has been approved by the LTA Board, with an annual rent not to exceed \$50,000.

E. DESIGNATION OF ASSISTANT PURCHASING AGENTS

The Purchasing Agent has the authority to designate such assistants and limit or rescind authority. The Purchasing Agent may delegate the authority to purchase to a deputy or assistant.

F. ASSISTANT PURCHASING AGENT – POWERS AND DUTIES

The Assistant Purchasing Agent shall have all the duties and powers prescribed by laws of the state relating to LTA purchasing agents, and orders of the Board of Directors to include the following duties:

1. Acquisition of Personal Property - To purchase, equipment, materials, supplies and all other personal property and services for LTA where funding has been approved and budgeted by the Board unless specified otherwise in the LTA Purchasing Policy.
2. Professional Service Contracts – To engage independent contractors for professional services through contracts where the cost does not exceed \$3,000, where funding has

been approved and budgeted. Contracts shall not be split between fiscal years to circumvent this dollar limitation.

3. Rental of Real Property – To negotiate and execute in the name of LTA, contracts to lease or rent for LTA real property or storage space, with an annual rent not to exceed \$3,000, where funding has been approved and budgeted by the Board.

G. PURCHASING METHODS AND PROCEDURES

In the performance of his/her function hereunder, the Purchasing Agent or Assistant Purchasing Agent shall comply with all applicable statutes and regulations. Purchases shall be made using such methods and procedures to secure the lowest price consistent with the quality desirable for the use intended.

H. EXCEPTIONS TO THE COMPETITIVE PROCESS

Except as otherwise directed by law, or as directed by the Board of Directors, competitive process is not required for the following purchases:

1. Expert and professional services which involve extended analysis: the exercise of discretion and independent judgment in their performance; and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience as defined under Definitions – Professional Services.
2. Legal brief printing, stenographic services, and transcripts.
3. Books, publications, subscriptions, recordings, motion picture films, and annual book and periodical contracts.
4. Insurance.
5. Contracts for services which by law when some other office or body is specifically charged with obtaining.
6. Public utility services.
7. Ordinary travel expenses.
8. Personal property or services obtainable through master contracts or purchasing association pools identified for the use and benefit of all local agencies.
9. Where law fixes the price of property or services.
10. Training, seminars, and classes for LTA personnel.
11. Sole source procurement, defined as an award for a commodity or service which can only be purchased from one supplier, usually because of its technological, specialized, or unique character.

12. Emergency purchases necessary when unforeseen circumstances require an immediate purchase in order to avoid a hazard to life or property or serious interruption of the operation of LTA, or the necessary emergency repair of LTA equipment.
13. When the product/services are needed by LTA pending a contract award and a contractor agrees to provide such product/services at the same contract price as a previous award, until a new contract has been awarded. Such interim period contracts shall not exceed six months.

I. CONTRACTUAL PROCEDURES

All Contracts are binding legal documents that are subject to the following provisions:

1. All contracts, leases and any amendments or modifications shall be reviewed and approved as to legal form by the County Counsel's Office prior to execution of the Purchasing Agent, Assistant Purchasing Agents and/or Board of Directors.
2. Prior approval shall be obtained from County Counsel's Office before any contracts for professional services relating to outside attorney services are executed.

J. PREFERENCE FOR PRODUCTS CONTAINING RECYCLED MATERIALS

1. The Purchasing Agent shall establish and maintain procedures and specifications to ensure that LTA gives preference, in its purchasing decisions, to products containing the maximum amount of recycled materials, where the quality and fitness of such products is equal to those of products containing no recycled materials, or a lesser amount of recycled materials, and where the total cost of such products is reasonable in comparison to the total cost of those products containing no recycled materials, or a lesser amount of recycled materials.
2. "Product containing recycled materials" means, with respect to a paper product, a "recycled paper product" as that term is defined in Section 12301© of the Public Contract Code, and means, with respect to other products, a "recycled product," as that term is defined in Section 12301(d) of the Public Contract Code.
3. To the extent that the Public Contract Code or other provisions of state law provide for purchasing preferences which are more extensive than those established herein, or for additional procedures to increase the use of recycled materials, the provisions of state law shall prevail.

K. PREFERENCE FOR LOCAL BUSINESSES

When all other factors are determined to be equal, preference shall be given to individuals or firms having a bona-fide place of business within the County of San Benito. Any responsive, responsible bid, proposal or quote for materials and supplies from a local business which is within the percent (10%) of the lowest responsive, responsible bid, proposal or quote for materials and supplies shall be considered equal to the amount of the

lowest responsive, responsible bid, proposal or quote. If the business has additional places of business located outside of the County of San Benito, the designated point of sale for all resulting purchases shall be the bona-fide place of business located within the County of San Benito.

L. UNLAWFUL PURCHASES

Failure of the Purchasing Agent or Assistant Purchasing Agent to adhere to the provisions of this policy may incur costs not meriting the definition of county charges and therefore becoming the personal responsibility of the Purchasing Agent or Assistant Purchasing Agent. Except as otherwise provided by law, no purchase of Materials, supplies, furnishings, equipment, other personal property or contractual services shall be made in excess of the amount of the appropriations allowed by the budget.

M. EMERGENCY PURCHASES WITHOUT PRIOR APPROVAL

Emergency purchases may be made by the Purchasing Agent or Assistant Purchasing Agent when a generally unexpected occurrence or unforeseen circumstances require an immediate purchase of material, supplies or equipment:

1. in order to avoid a hazard to life or property;
2. in order to avoid a serious interruption or discontinuance of essential services or operation of LTA;
3. in order to make necessary emergency repairs of LTA equipment required to provide essential services or for the operation of LTA; or
4. in order to avoid economic loss to LTA.

Emergency purchases shall be submitted to the Board of Directors for ratification at its next meeting.

N. PROTEST PROCEDURES

Any aggrieved potential provider of supplies, equipment or contractual services may file a written protest against a potential purchase by the board of directors. The protest shall be filed with the Executive Director one (1) day before the day of the meeting at which the board of directors is initially scheduled to consider the subject purchase. The exact basis for the protest and proof that the protester is a viable and responsible provider of the supplies, equipment or services sought shall be specified in writing and filed with the Executive Director who shall render a written decision in response to the protest not later than five (5) days after the day of the meeting at which the board of directors is initially scheduled to consider the subject purchase. Any protester disagreeing with the decision of the Executive Director may file an appeal not later than five (5) days after the date of the Executive Director's decision. The appeal shall state the basis of error that the Executive Director allegedly made. The board of directors shall hear the appeal at the next meeting when the appeal may be placed on the agenda.

O. ACCEPTANCE OF GRATUITIES

The acceptance of any gratuity in the form of cash, merchandise or any other thing of value by an official or employee of the agency, or by an official or employee of a public agency contracting with the agency, from a vendor or contractor, or prospective vendor or

contractor, is prohibited and shall be a cause for disciplinary action in the case of an agency employee or official, or in the case of an official or employee of the contracting public entity, cause for termination of the contract between the agency and the public entity.

Policies for Amending the Local Transportation Authority's Budget

Periodically, it may be necessary for the Executive Director to take financial steps to support administrative functions. A transfer of funds from one item to another may sometimes be needed due to inadequate budget allocations or unforeseen circumstances. Below are the policies for amending the Local Transportation Authority's Budget.

1. BUDGET TRANSFER REQUEST FORM

- a. A Budget Adjustment/Transfer Form must be completed to initiate any budget transfer. (See Attachment 1)
- b. The Budget Adjustment/Transfer Form must be signed by the Executive Director and/or the Administrative Services Specialist.

2. EXECUTIVE DIRECTOR APPROVAL OF BUDGET TRANSFERS

Interdepartmental transfers of less than \$50,000.

Interobject transfers of less than \$50,000.

Intraobject transfers of any amount.

3. BOARD APPROVAL OF BUDGET TRANSFERS

- a. The following Budget Transfers can only be made with prior approval of the Board of Directors.

Transfers of revenue increases.

Interdepartmental transfers of more than \$50,000.

Interobject transfers of more than \$50,000.

Note: Intraobject is within object titles example within Services and Supplies. Interobject is between object titles example between Contracts and Personnel. The following Budget Transfers may be made with prior approval of the Executive Director.

**Local Transportation Authority
BUDGET ADJUSTMENT/TRANSFER**

Please Indicate Type:

Fiscal Year: _____

☐

Appropriation/Est. Revenue Increase
(Requires Board Approval)

Department: _____

☐

Org Key: _____

☐

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

(Requires Board Approval)

☐

Interobject Transfer <\$10,000

(Requires Executive Director and Admin Ser Spe)

☐

Intraobject Transfer

(Requires Executive Director)

<u>Org Key:</u>	<u>Object No:</u>	<u>Description</u>	<u>Decrease/ Rev. Increase</u>	<u>Increase</u>
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
_____	_____	_____	\$ -	\$ -
Total			\$ -	\$ -

Comments: _____

Submitted: _____

_____ Date

Verification of
Sufficient Funds: _____

Administrative Services Specialist

_____ Date

Approval: _____

Executive Director

_____ Date

Approval by COG Board

_____ Date

Attested:

Clerk of the Board: _____

Vote: _____ Yes _____ No

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: June 17, 2021
Subject: Short Range Transit Plan Update Contract Amendment

Recommendation:

- a. **RECEIVE** Draft Contract Amendment 1 between the San Benito County Local Transportation Authority and DanTec Associates for an amount not to exceed \$108,050 for the preparation of a Short Range Transit Plan update.
- b. **AUTHORIZE** Executive Director to Sign the Amendment Pending Approval by Caltrans.
- c. **AUTHORIZE** Executive Director to Make Changes to the Scope of Work to Comply with Caltrans Comments, as Needed.

Summary:

In March 2021, LTA entered into contract with DanTec Associates to prepare a Short Range Transit Plan update. Due to the requirements of an initial report due to the California Air Resources Board June 30, 2021 detailing the transit fleet inventory, staff is requesting approval of a contract amendment with DanTec to provide staff support to complete the report.

Additionally, as work has been initiated on the Short Range Transit Plan update, the need to update the contract's Scope of Work to address changes to LTA operations due to the COVID-19 pandemic has been identified. With the July 2021 meeting being cancelled, staff recommends the Board authorize the Executive Director to sign Amendment 1 pending approval from Caltrans modifying the Scope of Work.

Financial Considerations:

The grant award for the initial contract 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. The \$8,050 increase for Amendment 1 would be funded using Transportation Development Act funding to provide staff support for the preparation of the California Air Resources Board report.

Background:

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.

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.

Staff Analysis:

LTA must submit an initial Innovative Clean Transit report to the California Air Resources Board by June 30, 2021 detailing all LTA-owned passenger transporting vehicles with rubber tires that have a gross vehicle weight rating (GVWR) greater than 14,000 pounds. Staff is requesting approval of a contract amendment with DanTec to provide staff support to complete the report because of the required outside resources.

Additionally, as work has been initiated on the Short Range Transit Plan update, the need to update the contract's Scope of Work to address changes to LTA operations due to the COVID-19 pandemic has been identified. Due to the funding source of the plan, Caltrans will also need to review and approve any proposed Scope of Work changes. With the July 2021 meeting being cancelled, staff recommends the Board authorize the Executive Director to sign Amendment 1 pending approval from Caltrans modifying the Scope of Work.

The Board may consider approving the amendment. If not approved, staff resources would be unallocated and would likely result in project delay.

Executive Director Review: MG

Counsel Review: Yes

Attachment: Draft Contract Amendment 1 with DanTec Associates

AMENDMENT TO CONTRACT # 1

The San Benito County Local Transportation Authority ("LTA") and DanTec Associates ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

LTA and CONTRACTOR acknowledge that the parties entered into a contract, dated March 18, 2021.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows: _____

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____

b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

(Insert modified or new services.)

Attachment A (Scope of Services) to the original contract (Exhibit 1) is hereby amended to add a new Task 29 to read as follows, and to amend the schedule in Attachment A:

To Be Inserted: Updated Scope of Work to address changes to LTA operations due to COVID-19 pandemic

Task 29 California Air Resources Board Innovative Clean Transit Report

CONTRACTOR, on behalf of LTA, shall prepare an Innovative Clean Transit report for submittal to the California Air Resources Board (CARB). The report shall meet all requirements set forth in the Innovative Clean Transit regulation and shall include information for all LTA-owned passenger transporting vehicles with rubber tires that have a gross vehicle weight rating (GVWR) greater than 14,000 pounds. CONTRACTOR shall complete the report and submit through the CARB online portal

no later than June 30, 2021. CONTRACTOR shall complete one site visit to LTA operations headquarters as part of this task.

Schedule



All other provisions of Attachment A to the original contract (Exhibit 1) shall remain the same.

[] The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

[] The payment terms in the original contract (Exhibit 1) are not modified.

[X] The payment terms in the original contract (Exhibit 1) are modified as specified below:
 (Check one.)

[X] The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

Attachment B (Payment Terms) to the original contract (Exhibit 1) is hereby amended to increase the compensation and amend the fee schedule by an additional amount not to exceed \$8,500.00, for additional services provided under this amendment to the contract, as follows:

Original Contract:	\$100,000.00
1 st Amendment:	\$ 8,050.00
Total:	\$108,050.00

Paragraph B-3 is hereby amended to read as follows:

B-3. COMPENSATION

LTA shall pay to CONTRACTOR: (check one)

☐ a total lump sum payment of \$ _____, or
☒ a total sum not to exceed \$ 108,050.00.

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

Paragraph B-4 is hereby amended to modify the fee schedule to read as follows:

Fee Schedule

Project Tasks		Consultants							Hours	Disbursements		Total
		Dan Levy	Brian Mills	Jess Segovia	DanTec Support	Molly Chu	Vicki Lee	Laura O'Brien		Disbursements	Travel & Expenses	
Task	Hourly Rate	\$ 140	\$ 125	\$ 135	\$ 100	\$ 155	\$ 135	\$ 100	By Task			YTD \$
1	Project Initiation	1	1	1		1	1	1	6			\$840
2	Ride Count & User/Public Surveys	16		16	12	2	12	24	82	\$2,500	\$1,960	\$18,478
3	Evaluate Existing Service & Ridership	2	24	16	12				54			\$5,880
4	Review of Plans	4			12				16			\$1,760
5	Client Review Meeting	1	1	1		1	1		5			\$740
6	First Round Public Outreach	10	12	12		6	34	50	124		\$165	\$15,565
7	Update Goals, Objectives & Standards, Create Performance Indicators	1	16	8					25			\$3,380
8	Identification of Issues	16	4	4					24			\$3,320
9	Client Review Meeting	1	1	1					3	\$200		\$610
10	Evaluation of Needed Changes in Service - Fixed Route & Interservice	2	20						22			\$2,980
11	Evaluation of Needed Changes in Service - Dial-A-Ride & Paratransit	2		12					14			\$1,900
12	Evaluation of Needed Changes in Service - Specialized Transportation	12		2					14			\$1,960
13	Client Review Meeting	1	1	1					3	\$200		\$610
14	Second Round Public Outreach	10	12	12		6	34	50	130		\$165	\$18,025
15	Development of Recommended Service Plan - Fixed Route & Interservice	2	16						18			\$2,440
16	Development of Recommended Service Plan - Dial-A-Ride & Paratransit	2		8					10			\$1,360
17	Development of Recommended Service Plan - Specialized Transportation	6		2					10			\$1,390
18	Client Review	1	1	1					3	\$200		\$610
19	Development of Capital Improvement Plan	1	8	4					13			\$1,760
20	Marketing Communications	4				5	26	50	85		\$170	\$10,215
21	Financial	2		8					10			\$1,360
22	Client Review	1	1	1					3	\$200		\$610
23	Review Organizational and Staffing Plan	6	2	2					12			\$1,660
24	Third Party Contract Review	1		8					9			\$1,220
25	Prepare Draft Report	8	4	4					16	\$375		\$2,575
26	Client Review	1	1	1					3			\$410
27	Present Final Draft to Board	6							6		\$350	\$1,470
28	Finalize Report	4			4	2	4		14			\$1,890
29	Complete CARE Innovative Clean Transit Reporting Tool	45			12				57			\$5,550
Total		175	125	125	52	23	108	185	736	\$3,675	\$3,360	\$108,050

All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.

☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

(Insert new payment terms.)

d. Other Terms. (Check one.)

☒ There are no other terms of the original contract that are modified.
☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

LTA:

By: _____
Ignacio Velazquez, Chair
Date: _____

CONTRACTOR:

By: _____
Daniel Levy, DanTec Associates
Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

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

Draft

EXHIBIT 1
TO AMENDMENT # 1

**ORIGINAL
CONTRACT**

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

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)

- ☒ 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

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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 ¼ mile to either ½ mile or ¾ 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

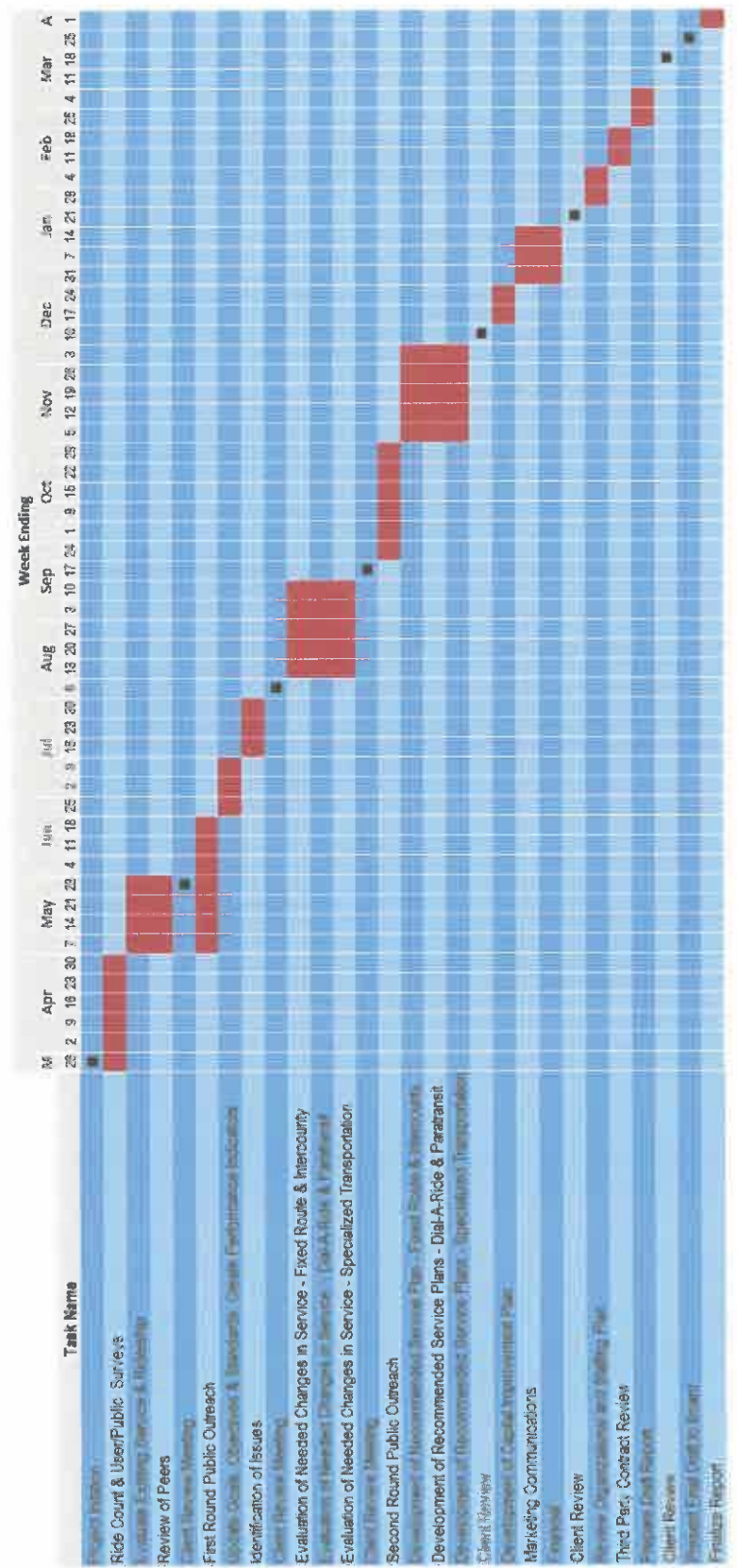
Any comments received from the Board will be integrated into the draft and a final version of the report will be produced. Three bound copies and a camera-ready PDF will be provided.

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

Task	Hourly Rate	Center						Hours	Disbursements		Total \$
		Dan Levy	Brian Mills	Lees Segovia	DanTec Support	Malily Chu	Vitor Lima	Laurel Emen	Disbursements	Travel & Expenses	
1. Project Initiation	\$ 140	\$ 136	\$ 136	\$ 136	\$ 100	\$ 186	\$ 136	\$ 100			\$840
2. Ride Count & User Public Surveys	16		16	12	12	2	12	24	\$2,500	\$1,900	\$14,470
3. Focus Grouping Service & Research	4		24	16	12						\$6,880
4. Review of Peers				12	12						\$1,760
5. Client Review Meeting			1	1		1	1	5			\$740
6. First Round Public Outreach	10	12	12	12		16	24	50		\$105	\$15,665
7. Further Group, Call-aways & Interviews, Create Performance Toolboxes	16	4	4	4				25			\$3,380
8. Identification of Issues	10	4	4	4				24	\$200		\$3,320
9. Client Review Meeting			20					3			\$610
10. Evaluation of Needed Changes in Service - Fixed Route & Intercountry	2							22			\$2,980
11. Evaluation of Needed Changes in Service - Charter Bus & Paratransit	12			12				14			\$1,900
12. Evaluation of Needed Changes in Service - Specialized Transportation	1			1				3			\$1,950
13. Client Review Meeting			12	12		10	20	30	\$200	\$185	\$810
14. Second Round Public Outreach	10	12	12	12				130			\$16,025
15. Assessment of Recommended Service Plan Fixed Route & Intercountry	7							13			\$2,440
16. Development of Recommended Service Plans - Dial-A-Ride & Paratransit	2			8				10			\$1,360
17. Development of Recommended Service Plans - Specialized Transportation	1			1				10	\$200		\$1,360
18. Client Review			1	1				3			\$610
19. Development of Capital Improvement Plan	4			1		5	25	50		\$170	\$1,760
20. Marketing Communications	2			1				10	\$200		\$1,360
21. Research	1			1				3			\$610
22. Client Review			1	1				12			\$1,660
23. Review, Comments and Signing Plan	1			1				9			\$1,220
24. Third Party Contract Review	1			8				16	\$275		\$2,575
25. Engineer Cost Report	1		1	1				3			\$410
26. Client Review			1					8		\$200	\$1,470
27. Presentation Draft to Board	1				4	2	4	14			\$1,890
28. Finalize Report				126	40	23	108	736	\$3,675	\$2,810	\$100,000
Total	130	126	126	126	40	23	108	736			

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