

**AGENDA  
REGULAR MEETING  
LOCAL TRANSPORTATION AUTHORITY**

**DATE:** Thursday, April 21, 2022  
4:00 P.M.

**LOCATION:** Via-Zoom

Attendance at the LTA meeting is closed to the public per Executive Order N-29-30 and Assembly Bill 361 (AB 361). The public may join meeting by Zoom: <https://zoom.us/join> per the instructions provided at the end of the agenda:

Meeting ID: 872-6280-9073

**DIRECTORS:** Chair Ignacio Velazquez, Vice Chair Kollin Kosmicki  
Mary Vazquez Edge, Rolan Resendiz, and Peter Hernandez  
Alternates: San Benito County: Betsy Dirks;  
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, and Assembly Bill 361 (AB 361), relating to the convening of public meetings in response to the COVID-19 pandemic, attendance at the LTA meeting is closed to the public. The public may join the meeting by Zoom: <https://zoom.us/join> per the instructions provided at the end of the agenda. 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 March 17, 2022 – Gomez
- 2. ADOPT** Resolution 22-07 Authorizing Teleconferencing Options for the Local Transportation Authority meetings for the Period of April 23, 2022, through May 22, 2022 – Rivera
- 3. RECEIVE** Local Transportation Authority FY 2021-22 Third Quarter Budget Report – Rivera

4. **ADOPT** Resolution 2022-08 Authorizing the Execution of the Low Carbon Transit Operations Program (LCTOP) Projects “Expansion of Intercounty Services” and “Fixed Route Redesign” – Valentine
5. **APPROVE** Contract Amendment 1 Between the San Benito County Local Transportation Authority (LTA) and DanTec Associates for an Amount not to Exceed \$108,050 for the Preparation of a Short Range Transit Plan Update – Valentine

#### REGULAR AGENDA:

6. **RECEIVE** Presentation on the Preparation of the 2022 Short Range Transit Plan and **PROVIDE** Feedback on Draft Service Design Recommendations – Valentine

**Adjourn to LTA Meeting on Thursday, May 19, 2022. Agenda deadline is May 03, 2022, 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](mailto: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, 872-6280-9073** 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/2022/04/LTA\\_Packet\\_042122.pdf](http://www.sanbenitocog.org/wp-content/uploads/2022/04/LTA_Packet_042122.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, 872-6280-9073** 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/2022/04/LTA\\_Packet\\_042122.pdf](http://www.sanbenitocog.org/wp-content/uploads/2022/04/LTA_Packet_042122.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 **April 21, 2022**, at **4:00 P.M.** was posted at the following locations freely accessible to the public:

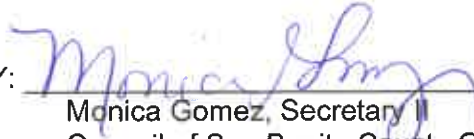
The front entrance of the Old San Benito County Courthouse, Monterey Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the **18<sup>th</sup> day of April 2022**, on or before **4:00 P.M.**

The meeting agenda was also posted on the Council of San Benito County Governments website, [www.sanbenitocog.org](http://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)**

**March 17, 2022 4:00 P.M.**

**MINUTES**

**MEMBERS PRESENT:**

Chair Ignacio Velazquez, Vice Chair Kollin Kosmicki, Mary Vazquez Edge, Rolan Resendiz, and Peter Hernandez

**STAFF PRESENT:**

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

**CALL TO ORDER:**

Chair Velazquez called the meeting to order at 4:44 p.m.

**A. CERTIFICATE OF POSTING**

Motion made to acknowledge Certificate of Posting:

Motion: Mary Vazquez Edge                      Second: Peter Hernandez

Secretary Gomez called the roll call vote.

Director Vazquez Edge voted yes, Director Resendiz vote yes, Director Kosmicki voted yes, Director Hernandez voted yes, and Chair Velazquez voted yes.

Motion carried:     5/0  
Yes:                    Velazquez, Vazquez Edge, Resendiz, Kosmicki, Hernandez  
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 January 20, 2022 – Gomez
2. **Adopt** Resolution 22-04 Authorizing Teleconferencing Options for the Local Transportation Authority Meetings for the Period of March 24, 2022, through April 22, 2022 – Rivera
3. Adopt Resolution 22-05 Authorizing the San Benito County Local Transportation Authority's Executive Director to Apply for and Accept Federal Transit Administration Section 5311 Funds through the California Department of Transportation – Valentine
4. Adopt Resolution 22-06 Authorizing the Application for Federal Transit Administration Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Grant Fund and Acceptance of Funds, if awarded – Valentine

There was no public comment on the Consent Agenda.

Motion made to approve the Consent Agenda:

Motion: Mary Vazquez Edge                      Second: Kollin Kosmicki

Secretary Gomez called the roll call vote.

Director Vazquez Edge voted yes, Director Resendiz voted yes, Director Kosmicki voted yes, Director Hernandez voted yes, Chair Velazquez voted yes.

Motion carried:     5/0

Yes:	Velazquez, Vazquez Edge, Resendiz, Kosmicki, Hernandez
No:	None
Recused:	None
Abstention:	None
Absent:	None

**ADJOURNMENT:**

There being no further business to discuss, Chair Velazquez adjourned at 4:46 p.m.

**ADJOURN TO LTA MEETING APRIL 21, 2022 AT 4:00 P.M.**

## Staff Report

To: Local Transportation Authority  
From: Norma Rivera, Administrative Services Specialist      **Telephone:** (831) 637-7665  
Date: April 21, 2022  
Subject: Assembly Bill 361 Teleconferencing Options For LTA

### Recommendation:

**ADOPT** Resolution 22-07 Authorizing Teleconferencing Options for the Local Transportation Authority meetings for the Period of April 23, 2022, through May 22, 2022.

### Summary:

On September 16, 2021, the Governor signed Assembly Bill (AB) 361, a bill that codifies certain teleconference procedures that local agencies have adopted in response to the Governor's Brown Act-related Executive Orders. Specifically, AB 361 allows a local agency to continue to use teleconferencing under the same basic rules as provided in the Executive Orders under certain prescribed circumstances or when certain findings have been made and adopted by the local agency legislative body.

### Financial Considerations:

None.

### Discussion:

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, amending his prior Executive Order N-29-20 and waiving certain provisions of the Brown Act relating to teleconferences/remote meetings by local agency legislative bodies. The Executive Order waived, among other things, the provisions of the Brown Act that otherwise required the physical presence of members of local agency legislative bodies or other personnel in a particular location as a condition of participation or as a quorum for a public meeting. These modifications remained in effect through September 30, 2021.

Under Assembly Bill (AB) 361, when the state of emergency lasts longer than 30 days, as is the case presently, the legislative body must make findings every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules. AB 361 mandates that the legislative body must find that there is a continuing need for teleconferencing due to dangers posed by the ongoing state of emergency. This means that local agencies will have to put an item on the public

meeting agenda at least every thirty days to make findings regarding the circumstances of the emergency and to vote to continue relying upon the law's teleconference provisions.

To continue to meet under those modified rules after May 22, 2022, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

Reducing the circumstances under which people come into close contact remains a vital component of the San Benito County and LTA's COVID-19 response strategy. Local agency public meetings are an essential government function and the last 18 months have proven that the teleconferencing format protects public access while minimizing exposure to COVID-19.

The California Department of Public Health (CDPH) and the federal Centers for Disease Control and Prevention (CDC) caution that the Omicron variant of COVID-19 is spreading quickly throughout the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/omicron-variant.html>).

**Staff Analysis:**

Staff recommends that the Board adopt findings that conducting in-person meetings at the present time would present an imminent risk to the health and safety of attendees. A resolution to that effect and directing staff to return each 30 days to afford the Board the opportunity to reconsider such findings, is included herewith. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through May 22, 2022.

Counsel Review: Yes

Attachment: 1. Resolution 22-07

2. Letter from San Benito County Health Officer



BEFORE THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY

A RESOLUTION OF THE SAN BENITO COUNTY )  
LOCAL TRANSPORTATION AUTHORITY ) Resolution No. 22-07  
AUTHORIZING CONTINUED REMOTE )  
TELECONFERENCE MEETINGS OF THE LOCAL )  
TRANSPORTATION AUTHORITY PURSUANT TO )  
AB 361 )

**WHEREAS**, the San Benito County Local Transportation Authority is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, pursuant to his authority under the California Emergency Services Act, California Government Code section 8625; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20 that suspended the teleconferencing rules set forth in the California Open Meeting Law, Government Code section 54950 et seq. (the "Brown Act"), provided certain requirements were met and followed; and

**WHEREAS**, on June 4, 2021, Governor Newsom clarified that the "reopening" of California on June 15, 2021 did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, clarifying the suspension of the teleconferencing rules set forth in the Brown Act, and further provided that those provisions would remain suspended through September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (AB 361), which provides that a legislative body subject to the Brown Act may continue



to meet without fully complying with the teleconferencing rules in the Brown Act, provided the legislative body determines that meeting in person would present imminent risks to the health or safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and

**WHEREAS**, California Department of Public Health ("CDPH") and the federal Centers for Disease Control and Prevention ("CDC") caution that the Omicron variant of COVID-19 is spreading quickly throughout the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/omicron-variant.html>); and

**WHEREAS**, on September 30, 2021, Dr. Ghilarducci, Interim San Benito County Public Health Officer, issued a recommendation on Social Distancing at public meetings of legislative bodies within San Benito County; and

**WHEREAS**, on January 5, 2022, Dr. Gellert, San Benito County Public Health Officer, issued an updated recommendation on continued Social Distancing at public meetings of legislative bodies within San Benito County, attached hereto as Exhibit "A", and incorporated herein by this reference; and

**WHEREAS**, the San Benito County Local Transportation Authority is a joint powers authority formed under the joint exercise of powers provisions of California Government Code Sections 6500-6522 and the California Code of Civil Procedure section 1240.140, among the County of San Benito, a political subdivision of the State of California, and the Cities of Hollister and San Juan Bautista, municipal corporations located in San Benito County; and

**WHEREAS**, the San Benito County Board of Supervisors is empowered by Article XI, section 7 of the California Constitution to take actions necessary to protect public, health, welfare, and safety within the County of San Benito; and

**WHEREAS**, at its regular meetings on October 12, 2021, November 9, 2021, November 23, 2021, December 14, 2021, January 25, 2022, February 22, 2022, and March 22, 2022, the San Benito County Board of Supervisors considered all information related to this matter, as presented at the public meetings of the Board of Supervisors identified herein, including any supporting reports by County Staff, and any information provided during public meetings, including but not limited to the current circumstances related to the state of emergency, and adopted Resolution Nos. 2021-128, 2021-140, 2021-148, 2021-160, 2022-04, 2202-21, and 2202-38, making the findings and determinations required by AB 361; and



**WHEREAS**, the San Benito County Local Transportation Authority has an important governmental interest in protecting the health, safety, and welfare of those who participate in meetings of the Local Transportation Authority; and

**WHEREAS**, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the San Benito County Local Transportation Authority deems it necessary to find that a requirement to meet in person for meetings of the Local Transportation Authority would present imminent risks to the health or safety of attendees, and thus, intends to invoke the provisions of AB 361 related to teleconferencing; and

**WHEREAS**, at its regular meetings on October 21, 2021, November 18, 2021, and December 16, 2021, its special meeting on January 11, 2022, and regular meetings on January 20, 2022, February 17, 2022, and March 17, 2022, the San Benito County Local Transportation Authority considered all information related to this matter, as presented at the public meetings of the Board of Directors identified herein, including any supporting reports by Local Transportation Authority Staff, and any information provided during public meetings, including but not limited to the current circumstances related to the state of emergency, and adopted Resolution Nos. 2021-07, 2021-08, 2021-09, 2022-01, 2022-02, 2022-03, and 2022-04 making the findings and determinations required by AB 361; and

**WHEREAS**, the San Benito County Local Transportation Authority has further considered all information related to this matter, as presented at the public meetings of the Board of Directors identified herein as of the date of this Resolution, including any supporting reports by Local Transportation Authority's Staff, and any information provided during public meetings, including but not limited to the current circumstances related to the state of emergency, which continues to remain in effect; and

**WHEREAS**, as of the date of this Resolution, neither the Governor nor the California Legislature have exercised their respective powers, pursuant to California Government Code section 8629, to lift the state of emergency either by proclamation or by concurrent resolution in the state Legislature, and the proclaimed state of emergency remains in effect; and

**WHEREAS**, the continued local rates of transmission of the virus and variants causing COVID-19 are such that meeting in person would present imminent risks to the health or safety of attendees of public meetings; and

**WHEREAS**, the Board of Directors of the San Benito County Local Transportation Authority further finds that the state of emergency continues to directly impact the ability of the members to meet safely in person.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Benito County Local Transportation Authority as follows:

1. Recitals. The Board of Directors hereby finds that the facts set forth in the Recitals to this Resolution are true and correct and are incorporated into this Resolution by this reference.
2. Proclamation of Local Emergency. The Board of Directors hereby proclaims that a local emergency continues to exist throughout the County, and social distancing orders are currently in place and needed to protect the health and safety of the citizens.
3. Consideration of Future Extensions of Resolution. As long as the State Emergency remains in effect or until directed otherwise by the Board of Directors, staff shall present to the Board at every meeting an item necessary to continue the findings required by AB 361.
4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of thirty (30) days from adoption of the Resolution or such time the Board of Directors adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Local Transportation Authority may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.
5. Remote Teleconference Meetings. The staff and Counsel for the Local Transportation Authority are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL  
TRANSPORTATION AUTHORITY THIS 21<sup>ST</sup> DAY OF APRIL 2022 BY THE  
FOLLOWING VOTE:

AYES:

NOES:

ABSTAINING:

ABSENT:

\_\_\_\_\_  
Ignacio Velazquez, Chair

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

Dated: April 14, 2022

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

ATTEST:  
Mary Gilbert, Executive Director

Dated: \_\_\_\_\_

By: \_\_\_\_\_



# EXHIBIT A



## SAN BENITO COUNTY

HEALTH & HUMAN SERVICES AGENCY

GEORGE GELLERT MD, MP, MPA  
HEALTH OFFICER

TRACEY BELTON  
AGENCY DIRECTOR

### PUBLIC HEALTH SERVICES

Healthy People in Healthy Communities

January 5, 2022

CAO Ray Espinosa  
San Benito County Administration

#### Re: Recommendation on Social Distancing and Hybrid Meetings

Given the considerable impact on our community from the COVID-19 virus and the Delta and more recently the Omicron variant, I strongly urge all legislative bodies, including but not limited to the County, cities, and special districts, local commissions and committees, and subsidiary bodies, continue social distancing measures for public meetings, including offering, at the legislative body's discretion, a remote or hybrid format for public meetings. Social distancing and masking remain crucial strategies in our fight to prevent contagion. The conduct of public meetings in a remote or hybrid manner enables members of the community to participate from the comfort of their homes without having to risk contracting these viruses by attending in-person meetings.

In addition, these measures help contain the spread of the disease and protect the community. All events public gatherings, including public meetings, create environments where these virus variants can potentially spread among attendees and participants. However, when combined with social distancing and effective masking practices, along with continued efforts to increase vaccination uptake within San Benito County, a remote or hybrid format for meetings maximizes avenues for public access and input and minimizes the risk of infection for the public, agency staff, meeting presenters, and legislative body members as well.

If you have any questions regarding this recommendation, please do not hesitate to contact me.

A handwritten signature in black ink, appearing to read "George Gellert", written over a light blue horizontal line.

George Gellert MD, MPH, MPA  
Health Officer

PUBLIC HEALTH SERVICES  
351 Tres Pinos Road, Suite A-202  
Hollister CA 95023  
831-637-5367

ENVIRONMENTAL HEALTH  
351 Tres Pinos Road, Suite C-1  
Hollister CA 95023  
831-636-4035

MEDICAL THERAPY UNIT  
761 South Street  
Hollister CA 95023  
831-637-1989

## Staff Report

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To:	Local Transportation Authority	
From:	Norma Rivera, Administrative Services Specialist	Telephone: (831) 637-7665
Date:	April 21, 2022	
Subject:	Third Quarter Budget Report	

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### Recommendation:

RECEIVE Local Transportation Authority FY 2021-22 Third Quarter Budget Report.

### Summary:

The Third Quarter Budget Report summarizes revenues and expenditures as of March 31, 2022. The Report shows that revenues were at 4.01% and expenditures were at 38.21% in total.

### Financial Considerations:

As of the third quarter, total revenues were \$163,135 or 4.01% of the budgeted revenues.

Total expenditures for all Local Transportation Authority accounts were \$1,554,959 or 38.21%. This amount is under the 75% estimated for the third quarter. Part of this increase includes the Special Department Expense line incurring a new annual expense for the LTA cost plan paid to San Benito County.

### Background:

Staff prepares a quarterly update on the revenues and expenditures of Local Transportation Authority fiscal year performance for the Board to review. The attached report identifies the revenues and expenditures for Fiscal Year (FY) 2022, for the period of July 1, 2021, through March 31, 2022. After each quarter, staff reviews and analyzes the Trial Balances for errors or corrections. Once the Trial Balances are reviewed, staff prepares a budget report and analyzes the need for budget adjustments/transfers to reflect actual revenues and expenditures.

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

330 Tres Pinos Road, Suite C7, Hollister, CA 95023  
Ph: (831) 637-7665 Fax: (831) 636-4160 [www.SanBenitoCountyExpress.org](http://www.SanBenitoCountyExpress.org)

The Third Quarter Budget Report of Local Transportation Authority shows expenditures under the 75% projection for the third quarter.

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

**Staff Analysis:**

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

Executive Director Review: MG

Counsel Review: N/A

Supporting Attachments: 

1. Local Transportation Authority FY 2021/22 Third Quarter Budget Report
2. Public Transportation, Modernization, Improvement and Safety Enhancement Account FY 2021/22 Third Quarter Budget Report



**Local Transportation Authority (627.7320)**  
**Third Quarter Budget Report**  
**FY 2021/22**

Attachment 1

<b>FISCAL SUMMARY</b>	<b>Budgeted FY 21/22</b>	<b>Actual as of 3/31/2022</b>	<b>Balance FY 21/22</b>	<b>Projected % 75%</b>	<b>Actual %</b>
<b><u>EXPENDITURES</u></b>					
Salaries & Benefits	289,055	178,395	110,660	75%	61.72%
Services & Supplies	1,833,577	321,977	1,511,600	75%	17.56%
Contracts	1,810,061	1,054,587	755,474	75%	58.26%
Capital	137,200	-	137,200	75%	0.00%
Other	-	-	-	75%	
<b>TOTAL EXPENDITURES</b>	<b>\$4,069,893</b>	<b>1,554,959</b>	<b>\$2,514,934</b>	<b>75%</b>	<b>38.21%</b>
<b><u>REVENUES</u></b>					
Revenues	4,069,893	163,135	2,818,400	75%	4.01%
Operating Transfers	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>\$4,069,893</b>	<b>\$163,135</b>	<b>\$2,818,400</b>	<b>75%</b>	<b>4.01%</b>
<b>TOTAL FUND BALANCE</b>	<b>\$0</b>	<b>(\$1,391,824)</b>			
	Equip. Trf	(\$1,391,824)			

# Local Transportation Authority (627.7320)

## Third Quarter Budget Report

FY 2021/22

### REVENUE & EXPENDITURES

REVENUES Category	Budgeted FY 21/22	Revenues 3/31/2022	Balance FY 21/22	Projected % 75%	Actual %
541.001 Interest	-	207	-	75%	
551.113 Mis (FTA 5311 Operating Assistance)	347,399	-	347,399	75%	0.00%
551.113 FTA 5310 (Out of county med.)	55,000	-	55,000	75%	0.00%
55.113 FTA 5310 (Traditional)	137,200	-			
551.401 Low Carbon Transit Operations Program	47,675	52,218	(4,543)	75%	109.53%
551.113 STA SB1	45,000	-	45,000	75%	0.00%
551.113 FTA 5304 Sustainable Communities (SRTI	80,000	-	80,000		0.00%
556.301 FTA CARES	698,019	-	698,019	75%	0.00%
556.301 FTA 5311 CRRSSA	918,436	-			
556.301 FTA 5310 CRRSSA	32,929	-			
562.803 County Express Fares	50,000	94,891	(44,891)	75%	189.78%
570.001 Other Rev Other Sales Ad Space	-	13,470	(13,470)	75%	
570.003 Other Rev Sales Revenue Sales of FA	3,000	2,349	651	75%	78.30%
570.015 Other Revenue Private Grants	-	-	-	75%	
576.012 Transfer from Trust STA&LTF	1,655,235	-	1,655,235	75%	0.00%
<b>TOTAL</b>	<b>4,069,893</b>	<b>163,135</b>	<b>2,818,400</b>	<b>75%</b>	<b>4.01%</b>

EXPENDITURES Category	Budgeted FY 21/22	Expenses 3/31/2022	Balance FY 21/22	Projected % 75%	Actual %
<b>Personnel</b>					
610.101 Salaries	289,055	178,395	110,660	75%	61.72%
610.101 BS IT	-	-	-		
610.101 Bus Stop Imp.	-	-	-		
<b>Total</b>	<b>289,055</b>	<b>178,395</b>	<b>110,660</b>	<b>75%</b>	<b>61.72%</b>
<b>Services and Supplies</b>					
619.126 Magazines and Subscriptions	-	-	-	75%	
619.130 Clothing and Safety	1,500	793	707	75%	52.89%
619.132 Communications	1,200	1,145	55	75%	95.43%
619.138 Computer Maintenance	1,127	72	1,055	75%	6.39%
619.140 Computer Supplies	325	97	228	75%	29.92%
619.142 Computer Hardware	1,050	1,044	6	75%	99.46%
619.152 Maintenance of Equipment	65,000	53,127	11,873	75%	81.73%
619.154 Maintenance of Equip - Oil and Gas	80,000	71,819	8,181	75%	89.77%
619.158 Maint of Structures and Grounds	2,500	2,295	205	75%	91.79%
621.503 Maint of Equipment - Auto	-	-	-		
619.166 Membership Duesx	650	650	-	75%	100.00%
619.172 Postage and Delivery x	25	-	25	75%	0.00%
621.901 Medical/Dental/Lab Supplies and Services	-	-	-		
619.174 Supplies x	250	-	250	75%	0.00%
622.501 Office Furniture under \$700	-	-	-		
622.502 Office Equipment under \$300	-	-	-		
619.176 Special Project Supplies x	643	642	1	75%	99.88%
619.180 Public and Legal Notices	500	492	8	75%	98.40%
619.184 Rent Equipment	-	-	-	75%	
619.190 Small Tools x	100	44	56	75%	43.86%
619.222 Professional Services - Other Consultants	-	-	-		
619.194 Training	2,000	650	1,350	75%	32.50%
619.196 Travel Lodging x	-	-	-	75%	
619.198 Travel Meals x	-	-	-	75%	
619.200 Travel Transportation	-	-	-	75%	
619.210 Professional Service - Legalx	4,000	2,663	1,338	75%	66.56%
619.268 Special Dept Expense - Other (COVID Res	691,019	159,523	531,496	75%	23.09%
619.268 FTA 5310 CRRSSA	918,436	-	918,436		0.00%
619.268 FTA 5311 CRRSSA	32,929	-	32,929		0.00%
619.280 Marketing x	20,820	18,069	2,751	75%	86.79%
619.306 Utilities	-	-	-	75%	
645.701 General Insurance	9,503	8,852	651	75%	93.15%
<b>Total</b>	<b>1,833,577</b>	<b>321,977</b>	<b>1,511,600</b>	<b>75%</b>	<b>17.56%</b>
<b>Contracts</b>					
619.250 Special Dept Exp (SRTP)	80,000	58,451	21,549	75%	73.06%
619.250 Special Dept Exp - Contracts (MV/JDA)	1,730,061	996,136	733,925	75%	57.58%
<b>Total</b>	<b>1,810,061</b>	<b>1,054,587</b>	<b>755,474</b>	<b>75%</b>	<b>58.26%</b>
<b>Capital</b>					
650.301 Automobiles, Trucks, Vans	137,200	-	137,200	75%	0.00%
650.312 Depreciation Exp	-	-	-	0%	
<b>Total</b>	<b>137,200</b>	<b>-</b>	<b>137,200</b>	<b>75%</b>	<b>0.00%</b>
<b>TOTAL</b>	<b>4,069,893</b>	<b>1,554,959</b>	<b>2,514,934</b>	<b>75%</b>	<b>38.21%</b>

#### Budget Adjustment

21-22-04	619.196 Travel Lodging -800	619.306 Utilities -4670
	619.180 Public and Legal Notices +400	619.280 Marketing +3620
	619.280 Marketing +400	619.142 Computer Hardware +1050
	619.138 Computer Maintenance -2000	619.198 Travel Meal -250
	619.158 Main of Structure and Grounds +200	619.200 Travel Transportation -150
		619.280 Marketing +250, +150
21-22-05	619.166 Membership Duesx +30	610.101 Salaries -15,000
		619.152 Main of Equipment +15,000

**PTMISEA and OES (628.7400)**  
**Third Quarter Budget Report**  
**FY 2021/22**

<b>FISCAL SUMMARY</b>	<b>Budgeted FY 21/22</b>	<b>Actual as of 3/31/2022</b>	<b>Balance FY 21/22</b>	<b>Projected % 75%</b>	<b>Actual %</b>
<b><u>EXPENDITURES</u></b>					
Salaries & Benefits	-	-	-		
Services & Supplies	1,135,227	30,899	1,104,328	75%	2.72%
Contracts	-	-	-		
Capital	-	-	-		
Other	-	-	-		
<b>TOTAL EXPENDITURES</b>	<b>\$1,135,227</b>	<b>\$30,899</b>	<b>\$1,104,328</b>	<b>75%</b>	<b>2.72%</b>
<b><u>REVENUES</u></b>					
Revenues	1,135,227	1,098,790	36,437	75%	97%
Operating Transfers	-	-	-		
<b>TOTAL REVENUE</b>	<b>\$1,135,227</b>	<b>\$1,098,790</b>	<b>\$36,437</b>	<b>75%</b>	<b>97%</b>
<b>TOTAL FUND BALANCE</b>	<b>\$0</b>	<b>\$1,067,891</b>			

**PTMISEA and OES (628.7400)**  
**Third Quarter Budget Report**  
**FY 2021/22**

**REVENUE & EXPENDITURES**

<b>REVENUES</b>		<b>Budgeted</b>	<b>Revenues</b>	<b>Balance</b>	<b>Projected %</b>	<b>Actual %</b>
<b>Category</b>		<b>FY 21/22</b>	<b>3/31/2022</b>	<b>FY 21/22</b>	<b>75%</b>	
541.001	Interest Revenue	12,000	727	11,273	75%	6.06%
551.401	PTMISEA (Current Yr)	-	-	-	75%	0.00%
551.401	PTMISEA (Prop B) (carryover PY)	884,008	854,195	29,813	75%	0.00%
551.401	OES (Carryover Prop 1B Grants)	121,596	121,596	-	75%	0.00%
	Fund Balance (carryover previous years)	117,623	122,272	(4,649)	75%	0.00%
570.011	PTMISEA (Prior Yr)	-	-	-	75%	0.00%
570.011	OES (State) (Prior Yr)	-	-	-	75%	0.00%
		-	-	-	75%	0.00%
<b>TOTAL</b>		<b>1,135,227</b>	<b>1,098,790</b>	<b>36,437</b>	<b>75%</b>	<b>97%</b>

<b>EXPENDITURES</b>		<b>Budgeted</b>	<b>Expenses</b>	<b>Balance</b>	<b>Projected %</b>	<b>Actual %</b>
<b>Category</b>		<b>FY 21/22</b>	<b>3/31/2022</b>	<b>FY 21/22</b>	<b>75%</b>	
<b>Personnel</b>						
610.101	Salaries		-	-		
	<b>Total</b>		-	-		
<b>Services and Supplies</b>						
619.126	Magazines and Subscriptions			-		
619.132	Communications			-		
619.138	Computer Maintenance			-		
619.140	Computer Supplies			-		
619.152	Maintenance of Equipment			-		
619.154	Maintenance of Equip- Oil and Gas			-		
619.158	Maintenance of Structures & Grounds			-		
619.166	Membership Dues			-		
619.168	Office Furniture under \$700			-		
619.170	Office Equipment under \$300			-		
619.172	Postage and Delivery			-		
619.174	Supplies			-		
619.176	Special Project Supplies - Printing			-		
619.180	Public and Legal Notices			-		
619.184	Rent Equipment			-		
619.186	Rent Structures			-		
619.188	Rent Space			-		
619.190	Small Tools			-		
619.194	Training			-		
619.198	Travel Meals			-		
619.200	Travel Transportation			-		
619.210	Legal			-		
619.222	Other Consultants			-		
619.268	Special Dept Expense - PTMISEA	1,135,227	30,899	1,104,328	75%	2.72%
619.268	Special Dept Expense - OES			-		
619.280	Marketing			-		
619.306	Utilities			-		
645.701	General Insurance			-		
	<b>Total</b>	<b>1,135,227</b>	<b>30,899</b>	<b>1,104,328</b>	<b>75%</b>	<b>2.72%</b>
<b>Contracts</b>						
623601	Special Dept Expense - Contracts	-	-	-		
	<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Capital</b>						
650.301	Automobiles, Trucks, Vans			-		
650.302	Equipment other than Computer			-		
650.303	Computer Hardware			-		
650.304	Furniture & Fixtures(Bus Stop Shelters)			-		
	<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>		
<b>Other</b>						
670.000	Trf Out Other Funds			-		
670.000	Interfund Trf			-		
		-	-	-		
<b>TOTAL</b>		<b>1,135,227</b>	<b>30,899</b>	<b>1,104,328</b>	<b>75%</b>	<b>2.72%</b>

## Staff Report

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To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner  
Date: April 21, 2022  
Subject: Low Carbon Transit Operations Program

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Telephone: (831) 637-7665

### Recommendation:

**ADOPT** Resolution 2022-08 authorizing the execution of the Low Carbon Transit Operations Program (LCTOP) projects "Expansion of Intercounty Services" and "Fixed Route Redesign."

### Summary:

The Low Carbon Transit Operations Program (LCTOP) provides funding for transit services that reduce greenhouse gas emissions. For Fiscal Year 2022/23, LTA is proposing to use the funds for additional trips for the County Express Intercounty service and to cover the first few months of operating cost of the Fixed Route redesign scheduled to begin Fall 2022.

### Financial Considerations:

\$157,268 is earmarked for San Benito County LTA from the LCTOP.

### Background:

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project required to reduce greenhouse gas emissions.

### Staff Analysis:

The State requires local agencies to adopt an annual resolution to establish eligibility and receive funds for LCTOP Projects. A draft version of the resolution was submitted in March 2022 as part of the LCTOP allocation request due to Caltrans. Staff submitted two projects for allocation:

- **Expansion of Intercounty Services:** During FY 2022/23 San Benito LTA will operate a 7:10am roundtrip and a 1:15pm roundtrip from Hollister through San Juan Bautista to the Gavilan College campus and Caltrain Station in Gilroy.
- **Mobility on Demand Operations:** Because Fixed Route was suspended in response to COVID-19, during FY 2022/23 San Benito LTA will operate a redesigned Fixed Route service Monday - Friday anticipated from 6am to 6pm in Hollister providing access to vital destinations such as schools, grocery stores, and medical care. At this time the service is being designed, but it is projected to begin August 2022.

Staff is requesting that the LTA Board ratify the submittal of the allocation request with the adoption of Resolution 2022-08.

Executive Director Review: MG

Counsel Review: Yes

Attachment: Resolution 2022-08

RESOLUTION OF THE SAN BENITO COUNTY LOCAL )  
TRANSPORTATION AUTHORITY AUTHORIZING THE )  
SUBMITTAL OF THE LOW CARBON TRANSIT )  
OPERATIONS PROGRAM (LCTOP) PROJECT )  
NOMINATION AND ALLOCATION REQUEST FOR USE IN )  
FISCAL YEAR 2022-2023: EXPANSION OF INTERCOUNTY )  
SERVICES (\$117,478) AND FIXED ROUTE REDESIGN )  
(\$39,790) AND AUTHORIZING THE EXECUTIVE )  
DIRECTOR TO ACCEPT SUCH ALLOCATIONS AND TO )  
EXECUTE RELATED AGREEMENTS AND OTHER )  
DOCUMENTS REQUIRED BY THE DEPARTMENT OF )  
TRANSPORTATION )

Resolution No. 22-08

**WHEREAS**, the San Benito County Local Transportation Authority (LTA) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) now or sometime in the future for transit projects; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

**WHEREAS**, the LTA wishes to implement the LCTOP project listed above.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Local Transportation Authority that it hereby agrees to comply with all conditions and requirements set forth in the applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

**BE IT FURTHER RESOLVED** by the Board of Directors of the Local Transportation Authority that it hereby authorizes the submittal of the following project nomination and allocation requests to the Department in Fiscal Year 2021-2022 for LCTOP funds to be used in Fiscal Year 2022-2023:

*Project 1 Name: Expansion of Intercounty Services*

- Amount of LCTOP funds requested: \$117,478
- Short Description of project: During FY 2022-2023 San Benito LTA will operate a 7:10am roundtrip and a 1:15pm roundtrip from Hollister through San Juan Bautista to the Gavilan College campus and Caltrain Station in Gilroy.



- Benefit to Priority Populations: Project provides improved transit or passenger rail service for stations or stops within a disadvantaged or low-income community (e.g., new transit lines, more frequent service, greater capacity on existing lines that are nearing capacity, improved reliability, improved accessibility, bus rapid transit service).

*Project 2 Name: Fixed Route Redesign*

- Amount of LCTOP funds requested: \$39,790
- Short Description of project: San Benito LTA will redesign Fixed Route service in FY 2022-2023.
- Benefit to Priority Populations: Because Fixed Route was suspended in response to COVID-19, during FY 2022-2023 San Benito LTA will operate a redesigned Fixed Route service Monday through Friday, anticipated from 6am to 6pm in Hollister, providing access to vital destinations such as schools, grocery stores, and medical care. At this time the service is being designed, but it is projected to begin August 2022, increasing revenue service hours by 5,500 during FY 2022-2023, increasing mobility for San Benito County residents, including those living in AB1550 Low-Income areas.

**BE IT FURTHER RESOLVED** by the Board of Directors of the Local Transportation Authority that it hereby authorizes the Executive Director to accept LCTOP funds allocated for use in Fiscal Year 2022-2023 and to execute agreements and other required documents with the Department related to such allocations, for and on behalf of the Local Transportation Authority.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY on this 21<sup>st</sup> day of April 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Ignacio Velazquez, Chair

ATTEST:  
Mary Gilbert, Executive Director

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: Shirley L. Murphy  
Shirley L. Murphy, Deputy County Counsel  
Date: April 14, 2022

## Staff Report

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To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665  
Date: April 21, 2022  
Subject: Short Range Transit Plan Update Contract Amendment

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### Recommendation:

**APPROVE** Contract Amendment 1 between the San Benito County Local Transportation Authority (LTA) and DanTec Associates for an amount not to exceed \$108,050 for the preparation of a Short Range Transit Plan update.

### Summary:

In March 2021, LTA entered into contract with DanTec Associates to prepare a Short Range Transit Plan update. In June 2021, staff requested preliminary approval of a contract amendment from the LTA Board to add the completion of initial transit fleet reporting due to the California Air Resources Board (CARB) as well as staff support to address COVID-19 changes to LTA operations. After Board direction, staff worked with Caltrans for approval of these Scope of Work changes as required by the funding source. As such, the contract amendment is now finalized for formal Board approval.

### 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 was funded using Transportation Development Act funding to provide staff support for the preparation of the CARB report.

### Background:

The Council of San Benito County Governments (COG), on behalf of 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.

In March 2021, LTA entered into contract with DanTec Associates to prepare a Short Range Transit Plan update. In June 2021, staff requested preliminary approval of a contract amendment

from the Board to add the completion of initial transit fleet reporting due to the CARB as well as staff support to address COVID-19 changes to LTA operations.

**Staff Analysis:**

Due to the funding source of the plan, it was required that Caltrans review and approve the proposed Scope of Work changes. After Board direction in June 2021, staff worked with Caltrans for approval and updated project programming in COG's FY 2021-22 Overall Work Program. The contract amendment is now finalized for formal Board approval.

Staff recommends the Board approve Contract Amendment 1 between LTA and DanTec Associates for an amount not to exceed \$108,050 for the preparation of a Short Range Transit Plan update.

Executive Director Review: MG

Counsel Review: Yes

Attachment:    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, effective June 1, 2021. 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 modify Task Nos. 2 and 24, add new Task Nos. 23 and 25, renumber previous Task Nos. 25 through 28 as Task Nos. 26 through 29, and amend the schedule at the end of Attachment A. Modified Task No. 2, new Task No. 23, modified Task No. 24, new Task No. 25 and the modified Schedule shall read as follows:

**Task 2 User Public Surveys**

CONTRACTOR, on behalf of LTA, shall conduct surveys of the general public and transit users to obtain information on their attitudes, awareness and use of transit services.

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

**Task 23 Review Staffing Plan and Organizational Structure**

CONTRACTOR, on behalf of LTA, will review the current staffing plan and organizational structure for transit delivery, including Fixed Route, Dial-A-Ride, and ADA Paratransit services. This review will include an evaluation of workloads for the current staff and the organizational structure, with recommendations regarding the staffing plan and organizational structure, in order to improve effectiveness.

*Deliverables: Recommendations regarding the staffing plan and organizational structure.*

**Task 24 Complete California Air Resources Board (CARB) Innovation Clean Transit (ICT) Reporting Tool and Report**

CONTRACTOR, on behalf of LTA, shall collect data necessary to upload into the Innovative Clean Transit (ICT) Reporting Tool, for preparation of an ICT 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 it through the CARB online portal no later than June 30, 2021.

A meeting will be held to coordinate access to the LTA fleet for inspections and obtaining documents for bus acquisitions, to confirm access to the ICT Reporting Tool, and to download the spreadsheet for completion. CONTRACTOR will visit Hollister and inspect each bus in the fleet (County Express and Specialized Transportation) to obtain vehicle, engine and propulsion system information for each unit in the fleet. CONTRACTOR will photograph vehicle information plates on each bus and transcribe required data. Data will include fleet numbers, VIN, license plates, length, body and chassis type, ownership type, odometer, status (active, reserve, retired) and any other information required for the spreadsheet. CONTRACTOR will compile data regarding the purchase history of each bus in the fleet and on order (if any), and proposed delivery dates (if any). If the engines are low NO<sub>x</sub>, CONTRACTOR will record the specific engine data. CONTRACTOR also will complete the Transit System agency information. CONTRACTOR will enter the collected data into the spreadsheet and upload it to the ICT Reporting Tool. CONTRACTOR will produce a separate report for the LTA to retain as required as part of the Final Report in Task 29.

*Deliverables: Completed CARB Spreadsheet and final report*

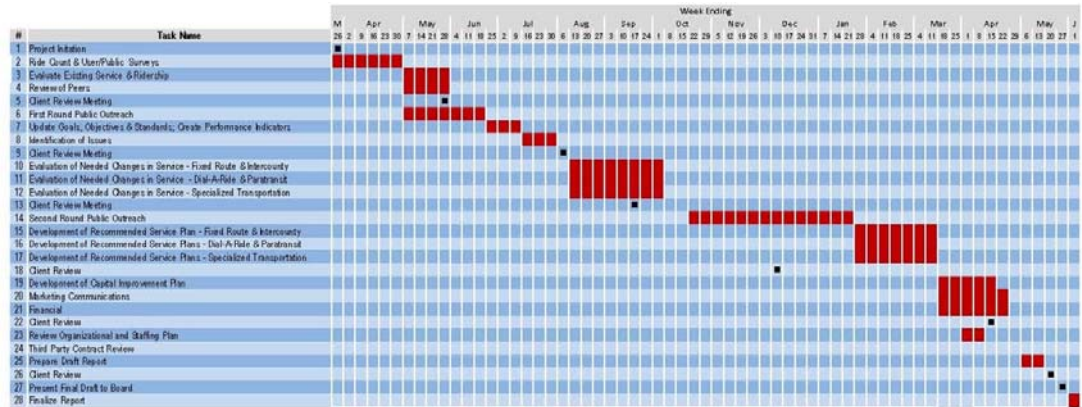
### **Task 25 Fixed Route Operational Restoration Plan**

CONTRACTOR shall prepare a focused operational plan that outlines an approach to restore fixed route transit capacity at times of peak demand for fall 2021, which will include routings, service levels and service span. The plan also will identify approaches to adapt service to changing demand, considerations for extending the service past 2021, as well as key communications issues and key messages. This Task will include weekly meetings to coordinate the project as findings are established and recommendations are developed, including one site visit.

*Deliverables: A memorandum will be provided in a concise format suitable for immediate approval and implementation and will include:*

- *Routings (detailed descriptions and maps)*
- *Service levels (draft vehicle schedules)*
- *Service span*
- *Communications plan including key messages*
- *Identification of risks and mitigation strategies*

## Modified 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 \$8,050.00, for additional services provided under this amendment to the contract, as follows:

Original Contract: \$100,000.00  
 1<sup>st</sup> 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  
[X] 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 at the end of the paragraph, to read as follows:

### Fee Schedule

Project Tasks		Consultants							Hours	Disbursements		Total \$
		DanTec								Disbursements	Travel & Expenses	
		Dan Levy	Brian Mills	Jess Segovia	DanTec Support	Maily Chu	Vitor Lira	Laurie O'Brien				
Task	Hourly Rate	\$ 140	\$ 135	\$ 135	\$ 100	\$ 195	\$ 135	\$ 100	By task			
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	\$14,470
3	Evaluate Existing Service & Ridership	2	24	16	12				54			\$6,880
4	Review of Peers	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 & Intercounty	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			\$1,950
13	Client Review Meeting	1	1	1					3	\$200		\$610
14	Second Round Public Outreach	10	12	12		\$ 6	\$ 30	60	130		\$165	\$16,025
15	Development of Recommended Service Plan - Fixed Route & Intercounty	2	16						18			\$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	8		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	8	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	8							8		\$350	\$1,470
28	Finalize Report	4			4	2	4		14			\$1,890
29	Complete CARB Innovative Clean Transit Reporting Tool	45			12						\$550	\$8,050
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: \_\_\_\_\_

**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

Email: mary@sanbenitocog.org

Contract Administrator for  
CONTRACTOR:

Name: Daniel Levy

Title: Principal

Address: 700 West E. Street, Suite 1001

San Diego, CA 92101

Phone: (760) 213-0961

Email: dantec1@sbcglobal.net

**SIGNATURES**

APPROVED BY LTA:



Name: Ignacio Velazquez, Chair

San Benito County Local Transportation Authority

Date: March 18, 2021

APPROVED BY CONTRACTOR:



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

Name: Daniel Levy

DanTec Associates

Date: Mar 3, 2021

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office



By: Shirley L. Murphy, Deputy County Counsel

Date: March 11, 2021



## **ATTACHMENT A**

### **Scope of Services**

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

#### **Task 1          Project Initiation**

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

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

#### **Task 2          Ride Check and Performance Data Analysis**

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

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

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

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

### **Task 3          Evaluate Existing Service & Ridership**

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

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

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

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

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



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

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

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

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

#### **Task 4          Review of Peer Systems**

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

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

*Deliverable: Report on peer agencies.*

#### **Task 5          Technical Review Meeting**

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

*Deliverables: Meeting notes.*

## **Task 6 First Round Public Outreach**

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

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

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

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

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

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

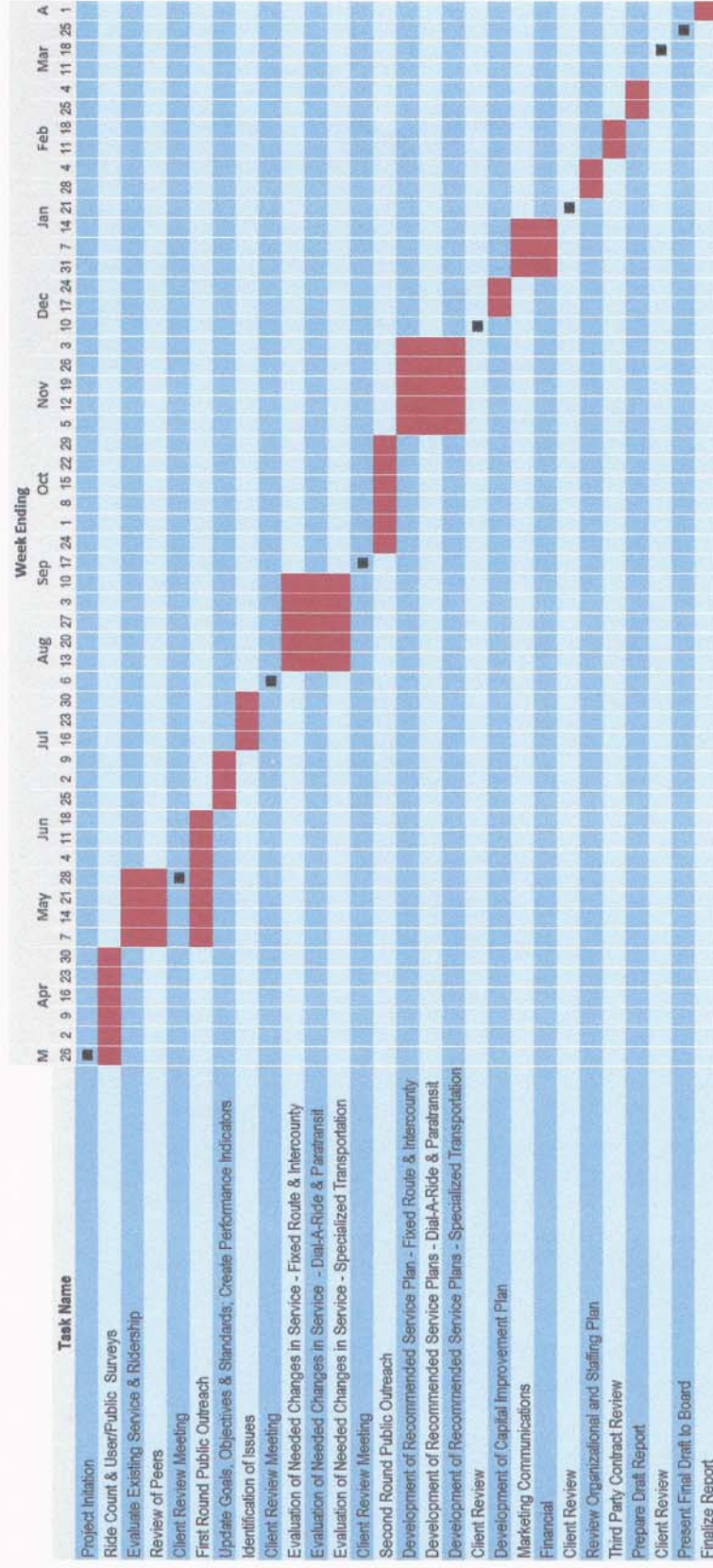
*Deliverables: Final report.*

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	Consultants						Hours	Disbursements		Total \$
		Dan Levy	Brian Mills	Jess Segovia	DanTec Support	Molly Chu	Vitor Lira	Laune O'Brien	Disbursements	Travel & Expenses	
1	Project Initiation	\$ 140	\$ 135	\$ 135	\$ 100	\$ 195	\$ 135	\$ 100			\$840
2	Ride Count & User Public Surveys	16	1	1	12	2	1	1	\$2,500	\$1,360	\$14,470
3	Evaluate Existing Service & Ridership	2	24	16	12			24			\$6,880
4	Review of Peers	4			12						\$1,760
5	Client Review Meeting	1	1	1		1	1				\$740
6	First Round Public Outreach	10	12	12		6	34	50		\$165	\$15,665
7	Update Goals, Objectives & Standards, Create Performance Indicators	1	16	8							\$3,380
8	Identification of Issues	16	4	4							\$3,320
9	Client Review Meeting	1	1	1					\$200		\$610
10	Evaluation of Needed Changes in Service - Fixed Route & Intercountry	2	20								\$2,980
11	Evaluation of Needed Changes in Service - Dial-A-Ride & Paratransit	2		12							\$1,900
12	Evaluation of Needed Changes in Service - Specialized Transportation	12		2							\$1,960
13	Client Review Meeting	1	1	1					\$200		\$610
14	Second Round Public Outreach	10	12	12		6	30	60		\$165	\$16,025
15	Development of Recommended Service Plan - Fixed Route & Intercountry	2	16								\$2,440
16	Development of Recommended Service Plans - Dial-A-Ride & Paratransit	2		8							\$1,380
17	Development of Recommended Service Plans - Specialized Transportation	8		2							\$1,300
18	Client Review	1	1	1					\$200		\$610
19	Development of Capital Improvement Plan	1	8	4							\$1,760
20	Marketing Communications	4				5	26	50		\$170	\$10,215
21	Financial	2		8							\$1,380
22	Client Review	1	1	1					\$200		\$610
23	Review Organizational and Staffing Plan	8	2	2							\$1,680
24	Third Party Contract Review	1		8							\$1,220
25	Prepare Draft Report	8	4	4					\$375		\$2,675
26	Client Review	1	1	1							\$410
27	Present Final Draft to Board	8								\$360	\$1,470
28	Finalize Report	4			4	2	4	14			\$1,880
	Total	130	125	125	40	23	108	185	\$3,675	\$2,810	\$100,000

**ATTACHMENT C  
General Terms and Conditions**

**C-1. INDEMNIFICATION.**

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

**C-2. GENERAL INSURANCE REQUIREMENTS.**

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

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

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

**C-3. INSURANCE COVERAGE REQUIREMENTS.**

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



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

#### **C-4. CERTIFICATE OF INSURANCE.**

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

#### **C-5. RECORDS TO BE MAINTAINED.**

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



of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

**C-6. RETENTION OF RECORDS.**

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

**C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

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

**C-8. INDEPENDENT CONTRACTOR.**

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

**C-9. CONFLICT OF INTEREST.**

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

**C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

**C-11. NONDISCRIMINATION.**

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

**C-12. BANKRUPTCY.**

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

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

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

**C-14. NEGOTIATED CONTRACT.**

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

**C-15. SEVERABILITY.**

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

**C-16. ENTIRE CONTRACT.**

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



**C-17. TIME IS OF THE ESSENCE.**

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

**C-18. TERMINATION.**

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

**C-19. NOTICES.**

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

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

**C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

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

**C-21. MATERIALITY.**

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



**C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. LTA's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

**C-23. AUTHORITY AND CAPACITY.**

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

**C-24. BINDING ON SUCCESSORS.**

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

**C-25. CUMULATION OF REMEDIES.**

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

**C-26. INDEPENDENT ADVICE.**

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

**C-27. NO RELIANCE ON REPRESENTATIONS.**

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

the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

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

**C-29. COUNTERPARTS.**

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

**C-30. FINANCIAL PENALTY.**

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

**END OF ATTACHMENT C.**








# 2021 Short Range Transit Plan Update Contract (DanTec)\_030221

Final Audit Report

2021-03-03

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

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

-  Document created by Norma Rivera (norma@sanbenitocog.org)  
2021-03-03 - 5:45:54 PM GMT - IP address: 71.92.248.154
-  Document emailed to daniel levy (dantec1@sbcglobal.net) for signature  
2021-03-03 - 5:52:01 PM GMT
-  Email viewed by daniel levy (dantec1@sbcglobal.net)  
2021-03-03 - 8:35:42 PM GMT - IP address: 136.26.100.243
-  Document e-signed by daniel levy (dantec1@sbcglobal.net)  
Signature Date: 2021-03-03 - 8:38:39 PM GMT - Time Source: server- IP address: 136.26.100.243
-  Agreement completed.  
2021-03-03 - 8:38:39 PM GMT

## Staff Report

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To: Local Transportation Authority  
From: Regina Valentine, Transportation Planner  
Date: April 21, 2022  
Subject: 2022 Short Range Transit Plan Update

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Telephone: (831) 637-7665

### Recommendation:

**RECEIVE** Presentation on the Preparation of the 2022 Short Range Transit Plan and **PROVIDE** Feedback on Draft Service Design Recommendations.

### Summary:

The San Benito County Local Transportation Authority (LTA) entered into contract with DanTec Associates to prepare the 2022 Short Range Transit Plan (SRTP) Update in March 2021. DanTec will provide a presentation on the preparation of the SRTP to date and request feedback on draft service design recommendations.

### Financial Considerations:

The Council of San Benito County Governments (COG), on behalf of LTA, was awarded a Caltrans Sustainable Transportation Planning Grant Program Competitive Grant (\$100,000 with an 11.47% local in-kind or cash match) for the completion of a SRTP update. Time spent on the project by staff is considered by Caltrans as a cash match.

### Background:

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

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

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

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

LTA entered into contract with DanTec Associates for the preparation of the SRTP in March 2021.

**Staff Analysis:**

In 2021, DanTec and LTA staff began work on the SRTP update with the first round of community outreach and surveying completed in Winter 2021. During the April 2022 LTA Board meeting, DanTec will provide a presentation on the preparation of the SRTP to date and request feedback on draft service design recommendations.

Executive Director Review: MG

Counsel Review: N/A