



**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, December 21, 2023
4:00 P.M.

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

DIRECTORS: Bea Gonzales, Chair (County of San Benito)
Scott Freels, Vice-Chair (City of San Juan Bautista)
Mia Casey (City of Hollister)
Dolores Morales (City of Hollister)
Mindy Sotelo (County of San Benito)

ALTERNATES: San Benito County: Kollin Kosmicki
City of San Juan Bautista: Jackie Morris-Lopez
City of Hollister: Rick Perez

NOTICE OF PROCEDURES FOR LOCAL TRANSPORTATION AUTHORITY MEETINGS

The meeting will be available through Zoom, for those who wish to join or require accommodations.

Members of the public may participate remotely via Zoom at the following link: <https://zoom.us/join> with the following: Webinar ID: 823-8891-6646 and Passcode: 566596

*Those participating by phone who would like to make a comment can use the "raise hand" feature by dialing "*9" (star-nine) . In order to receive full Zoom experience, please make sure your application is up to date.*

Remote Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions for any reason, the COG Board of Directors reserves the right to conduct the meeting without remote access.

*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 3. Public Comment.***

1. CALL TO ORDER
2. Verification of Certificate of Posting

3. **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.)

4. APPROVE Local Transportation Authority Draft Action Regular Meeting Minutes Dated September 21, 2023 – Gomez
5. APPROVE Local Transportation Authority Draft Action Regular Meeting Minutes Dated October 19, 2023 – Gomez
6. AUTHORIZE Executive Director to Execute Contract with Selected Transit Web-Based Data Management Platform Service – Aceves
7. ADOPT Resolution 2023-09 Approving Projects for Funding and Authorizing the Application for and Acceptance of FY 2023-2024 California State of Good Repair Program Funds Totaling \$107,586 – Lezama

Adjourn to LTA Meeting on January 18, 2024. Agenda deadline is January 2, 2024, 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.

Written Comments & Email Public Comment

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

Public Comment Guidelines

1. If participating on Zoom: once you are selected, you will hear that you have been unmuted. At this time, state your first name, last name, and county you reside in for the record.
2. The Council of Governments Board welcomes your comments.
3. Each individual speaker will be limited to a presentation total of three (3) minutes.
4. 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.

If you have questions, contact the Council of Governments, and leave a message at (831) 637-7665 x. 201, or email monica@sanbenitocog.org.

CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Local Transportation Authority on **December 21, 2023**, at **4:00 P.M.** was posted at the following locations freely accessible to the public:

The front entrance of the San Benito County Administration Building, 481 Fourth 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 15th day of December 2023, 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, 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
Board of Supervisors Chambers
481 Fourth Street, Hollister, CA 95023 & Zoom Platform
September 21, 2023, at 4:00 P.M.

ACTION MINUTES

MEMBERS PRESENT:

Chair Bea Gonzales, Vice-Chair Scott Freels, Director Mia Casey, Director Dolores Morales.

MEMBERS ABSENT:

Director Mindy Sotelo

STAFF PRESENT:

Executive Director; Binu Abraham, Administrative Services Specialist; Norma Rivera, Transportation Planning Manager; Veronica Lezama, Secretary; Monica Gomez, Office Assistant; Griselda Arevalo, Deputy County Counsel; Shirley Murphy.

OTHERS PRESENT:

Leona Medearis-Peacher; MV Transit.

1. CALL TO ORDER:

Chair Gonzales called the meeting to order at 4:33 p.m.

2. CERTIFICATE OF POSTING

Motion made to acknowledge Certificate of Posting:

Motion: Director Mia Casey Second: Director Dolores Morales

Motion carried: 4/0

Yes: Gonzales, Casey, Freels, Morales

No: None

Recused: None

Abstention: None

Absent: Sotelo

3. PUBLIC COMMENT: None

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.)

- 4. APPROVE Local Transportation Authority Draft Action Regular Meeting Minutes Dated June 15, 2023 – Gomez
- 5. ADOPT Resolution 2023-06 Authorizing the Filing of a Claim for Allocation of Transportation Development Act funds for Fiscal Year 2023/2024 – Aceves
- 6. ADOPT Resolution 2023-08 Certifying the San Benito County Local Transportation Authority’s 20223 Titel VI Program – Lezama
- 7. ADOPT Resolution 2023-07 Approving Projects for Funding and Authorizing the Application for and Acceptance of FY 2023-2024 California State of Good Repair Program Funds Totaling \$107,586 – Lezama

Item 7 was pulled to a future meeting.

There was no public comment on the Consent Agenda.

Motion made to approve the Consent Agenda Items 4-6:

Motion: Director Mia Casey Second: Director Dolores Morales

Motion carried: 4/0

Yes: Gonzales, Casey, Freels, Morales

No: None

Recused: None

Abstention: None

Absent: Sotelo

ACTION ITEMS:

- 8. Transit Maintenance and Operations Building Tenant Improvement Project – Lezama
 - a. ACCEPT all bids for the Transit Maintenance and Operations Building Tenant Improvement Project and find C2 Builders, Inc. as the lowest responsive, responsible bidder; AWARD Contract to C2 Builders, Inc in the amount of \$371,975.00; and
 - b. APPROVE contract and authorize the COG Executive Director or designee to execute the contract upon receipt of all contract documents required in the Invitation for Bids; and AUTHORIZE the Executive Director or designee to issue change orders in an amount not to exceed \$31,098.00.

There was no public comment.

Motion made to approve Item 8a. & b.:

Motion: Vice Chair Scott Freels Second: Director Dolores Morales

Motion carried: 4/0

Yes: Gonzales, Casey, Freels, Morales

No: None

Recused: None

Abstention: None

Absent: Sotelo

ADJOURNMENT:

There being no further business to discuss, Director Casey motioned to adjourn at 4:38 p.m.

Motion seconded by Director Morales.

Motion carried: 4/0

Yes: Gonzales, Casey, Freels, Morales

No: None

Recused: None

Abstention: None

Absent: Sotelo

ADJOURN TO LTA MEETING OCTOBER 19, 2023 AT 4:00 P.M.

San Benito County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING
Board of Supervisors Chambers
481 Fourth Street, Hollister, CA 95023 & Zoom Platform
October 19, 2023, at 4:00 P.M.

ACTION MINUTES

MEMBERS PRESENT:

Vice-Chair Scott Freels, Chair Bea Gonzales(via-Zoom), Director Mia Casey (via-Zoom), Director Mindy Sotelo, Alternate Director Rick Perez.

MEMBERS ABSENT:

Director Dolores Morales

STAFF PRESENT:

Executive Director; Binu Abraham, Administrative Services Specialist; Norma Rivera, Transportation Planning Manager; Veronica Lezama, Secretary; Monica Gomez, Office Assistant; Griselda Arevalo, Deputy County Counsel; Shirley Murphy.

1. CALL TO ORDER:

Vice-Chair Freels called the meeting to order at 5:38 p.m.

Deputy County Counsel, Shirley Murphy announced that Chair Bea Gonzalez and Director Mia Casey were attending remotely via-Zoom under the “Just Cause exception” under Government Code section 54953 (f). Chair Gonzales and Director Casey confirmed that they were traveling for official county/city business and that no other person was in their respective rooms.

2. CERTIFICATE OF POSTING

Motion made to acknowledge Certificate of Posting:

Motion: Chair Bea Gonzales Second: Director Mindy Sotelo

Motion carried: 5/0

Yes: Freels, Sotelo, Gonzales, Casey, Alt. Perez

No: None

Recused: None

Abstention: None

Absent: Morales

3. PUBLIC COMMENT: None

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.)

- 4. APPROVE Council of Governments, Local Transportation Authority, Airport Land Use Commission Draft Cancelled Meeting Minutes Dated August 17, 2023 – Gomez
- 5. ADOPT Resolution 2023-07 Authorizing the Filing of a Claim for Allocation of Transportation Development Act funds for Fiscal Year 2022/2023 – Aceves

There was no public comment on the Consent Agenda.

Motion made to approve the Consent Agenda Items 4 and 5:

Motion: Director Mindy Sotelo Second: Chair Bea Gonzales

Motion carried: 5/0

Yes: Freels, Sotelo, Gonzales, Casey, Alt. Perez

No: None

Recused: None

Abstention: None

Absent: Morales

ADJOURNMENT:

There being no further business to discuss, Director Sotelo motioned to adjourn at 5:40 p.m.

Motion seconded by Chair Gonzales.

Motion carried: 5/0

Yes: Freels, Sotelo, Gonzales, Casey, Alt. Perez

No: None

Recused: None

Abstention: None

Absent: Morales

ADJOURN TO LTA MEETING NOVEMBER 16, 2023 AT 4:00 P.M.



STAFF REPORT

Consent

Prepared By: Norma Aceves, Administrative Services Specilaist

Subject: Transit Data Management Contract

Agenda Item No. 6

Approved By: Binu Abraham

Meeting Date: December 21, 2023

Recommendation:

Authorize Executive Director to execute contract with selected transit web-based data management platform service.

Summary:

The LTA will be purchasing data management software as part of its technology expansion, state funded, capital improvement initiative.

Background/ Discussion:

The Local Transportation Authority (LTA) is mandated to report performance indicators to the State and Federal government. Currently, the LTA maintains performance indicators through manual data entry into excel spreadsheets which require staff time to maintain and lacks the ability to quickly extract performance data. The current adopted Short Range Transit Plan (SRTP) provides recommendation on performance monitoring software that would improve LTA's efficiency. The software is being funded by the state Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) grant, technology expansion category.

Financial Impact:

The cost of the performance software is expected to be \$72,000 - \$100,000. The software is being funded by the state Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) grant, technology expansion category. The purchase of the software was included in the FY 23/24 capital expenditure budget. If the contract is not signed prior to December 31, 2023, the funds will be reverted back to the State.

Attachments:

1. RFP- Transit Web-Based Data Management Platform and Related Services



REQUEST FOR PROPOSALS (RFP) NO. 2023-01
FOR
TRANSIT WEB-BASED DATA MANAGEMENT
PLATFORM AND RELATED SERVICES

RFP ISSUED: 12/6/2023
PROPOSALS DUE: 12/18/2023 3:00 PM

PROPOSAL SUBMITALS TO:
norma@sanbenitocog.org
and
babraham@sanbenitocog.org

INTRODUCTION

The San Benito County Local Transportation Authority (hereinafter referred to as the "LTA") is requesting proposals for qualified firms to provide transit web-based data management platform and related services.

BACKGROUND

LTA, the designated Consolidated Transportation Services Agency (CTSA) for San Benito County, administers several modes of public transportation service in San Benito County with intercounty connections. Public transit was first established in March 1975 under the name of San Tran, which was administered and operated by the City of Hollister until March 1990. In June 1990, LTA was created by the Cities of Hollister and San Juan Bautista and the County of San Benito to administer and operate a countywide public transit system. Fixed-route service was established in 1999 and branded under the name of San Benito County Express.

LTA'S PUBLIC TRANSPORTATION SERVICES

LTA is responsible for administration and operation of San Benito County Express, the public transportation for the County, which operates seven (7) days a week. San Benito County Express services are operated through a contract with MV Transportation Inc.

Services Include:

- ❖ Fixed Route/Tripper Service,
- ❖ Complementary Paratransit,
- ❖ Dial-A-Ride,
- ❖ Intercounty transit services.

LTA also provides three (3) Specialized Transportation services operated through a contract with the local nonprofit, Jovenes de Antaño:

- ❖ Out-of-County Non-Emergency Medical Transportation,
- ❖ Senior Lunch Program Transportation, and
- ❖ Medical-Shopping Assistance Program.

LTA receives funding for transit capital and operations through several sources, including Federal Transit Administration Sections 5310 and 5311, Transportation Development Act (TDA) Local Transportation Funds, State Transit Assistance, SB1, and Measure G (local sales tax measure).

RFP TIMELINE

This RFP will be governed by the following schedule:

- ❖ RFP Issued Online at sanbenitocog.org: 12/6/2023
- ❖ Deadline for Written Question: 12/11/2023 at 3:00 P.M.
- ❖ Proposals Due: 12/18/2023 at 3:00 P.M.
- ❖ Approval of Contract: 12/21/2023

*All dates are subject to change at the discretion of the LTA

QUESTION

All questions should be in writing and directed to:

norma@sanbenitocog.org

The LTA will not be responsible for oral interpretations of the Request for Proposal's (RFP). Should any discrepancies or omissions be found in the RFP specifications/requirements, or doubt as to their meaning, the Respondent shall notify the LTA in writing at once (e-mail is acceptable). The LTA will post addenda with further instruction or clarification on www.sanbenitocog.org for all interested parties to view.

SCOPE OF SERVICE

The LTA invites you to submit a proposal for a transit web-based data management platform and related services. The scope of work includes, but is not limited to, the following:

1. Central Data Management Platform

- a. Web-based platform allowing accessibility to the system from a desktop computer system using a standard internet browser (no specialty software required).
- b. Provide options for direct entry of data, as well as importing of data, from various data sources. These data sources include but are not limited to: Tyler Technologies (New World Systems).
- c. System serves as an aggregator of data from multiple sources, including, but not limited to:
 - i. financial and budget data;
 - ii. farebox related data such as number of passengers, fare amounts, fare types and similar data;
 - iii. transit operational data such as routes, stops, and mode-specific data, to include passenger counts, revenue miles and hours, non-revenue hours and miles, and related operational issues;
 - iv. customer complaints and feedback tracking and reporting;
 - v. safety and security data, to include logging, processing and reporting on safety risks and incidents in a manner that is compliant with Public Transportation Agency Safety Plan (PTASP) requirements;
 - vi. fleet maintenance information, providing basic information about fleet vehicles, including mode assignment, road calls, vehicles in active service

- and vehicles not in service;
 - vii. transit asset management information, supporting the requirements of Transit Asset Management (TAM) regulations
 - d. Data is compiled, stored and processed in a manner that supports additional review, analysis and reporting across multiple sections or modules without additional data entry.
 - e. Robust analytics and reporting that includes, but is not limited to:
 - i. Executive level summary reports that highlights performance in key areas
 - ii. Key Performance Indicator (KPI) reports and/or dashboards that provided specified users with access to KPIs in real-time, with data presented in a variety of formats including text, charts and graphs.
 - iii. Service productivity analysis and reliability reports.
 - iv. Customer service/complaints analysis and reports, including methods to track the routing of a complaint to ensure designated individuals “close the loop” with any reported issue.
 - v. Full National Transit Database (NTD) reporting package, providing reports that meet all agency-required reporting requirements.
 - vi. Operational analysis reporting;
 - vii. Safety-related analysis and reporting;
 - viii. Financial/budgetary analysis and reporting.
 - ix. Ability for designated users to “drill down” within the system to further explore data presented within the system in reports or inquires.
 - f. System should allow for the export of data into multiple report formats, including but not limited to: comma separated value (.csv) or Microsoft Excel (.xls, .xlsx), as well as Adobe Acrobat (.pdf).
 - g. Access available to a number of individual user accounts, as determined and assigned by the LTA.
 - h. Each user account can be assigned a specific permission level based on that user’s needs, as determined and assigned directly by one or more LTA administrators.
 - i. System shall be maintained, supported and accessible to LTA users in accordance with industry best practices with a system up-time of at least 99%.
- 2. Evaluation and Implementation Services**
- a. Existing conditions and process review. Consultant shall evaluate existing conditions and processes currently in-place within the LTA, determine how those processes may (or may not) integrate with their proposed system, work closely with applicable LTA staff and then use this data to not only create a plan to integrate existing data, but make recommendations to LTA staff for any recommended process changes to streamline future data input as well.
 - b. Implementation services. Set up, configure and prepare the system for data entry by users, including configuring reporting parameters and the migration and/or integration of historical data as further described.
 - i. Historical data necessary to generate NTD reports shall be input by the

Consultant into the system for FY 2021-22 and FY 2022-23, thereby also allowing designated users to run performance reports in FY 2023-24 and beyond that compares current performance to past performance.

- c. Training services. Consultant shall provide training to LTA transit administrative personnel, as well as contracted management, dispatch, customer service and safety personnel, with training customized and targeted for the needs of those individual users. The Consultant shall provide all equipment, materials and supplies necessary to complete the specified training. The Consultant shall provide reference documentation in both printed and digital format for easy reference after the training has concluded.

3. Support and Maintenance Services

- a. The Consultant shall provide on-going maintenance of the specified system(s) to ensure they are readily available and accessible over the term of the agreement.
- b. The Consultant shall provide remedial training opportunities to new and existing staff, at the request of the LTA.
 - i. If such services come at an additional cost, these estimated expenses shall be outlined in the Consultant's proposal.
 - ii. If there are no additional costs for these services, this should be stated in the Consultant's proposal as well.
- c. The Consultant shall provide on-going technical support, consultation and assistance to all users designated by the LTA to address problems and faults with system performance, clarify or explain specific features or functions, as well as address any issues that arise with reports or analytics. Such support services shall be made available over the full term of the agreement.

PROPOSAL FORMAL GUIDELINES

Consultants are to provide the LTA with a proposal using the following guidelines:

Each proposal must adhere to the following order and content of sections.

A. Qualifications and Experience

Provide a brief history of your business entity and project team. Identify legal form, ownership, and senior officials of company. Identify the name and email of the main contact, including phone number and e-mail address. Include the website address (if applicable). If proposing a sub-consultant, describe the division of responsibilities between participating parties, and offices (location) that would be the primary participants.

Describe professional experience and number of employees (licensed professionals, technical support) on the proposed project team.

B. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP.
2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed description of specific tasks you will require from LTA staff. Explain what the respective roles of LTA staff and your staff would be to complete the tasks specified in the Scope of Work.
4. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost-effective operations or increased performance capabilities. In addition, the LTA will consider proposals that offer alternative service delivery means and methods for services desired.

C. Staffing

Provide a list and resumes of individual(s) who will be working on this project, their relevant experience, and indicate the functions that each will perform and anticipated hours of service of each individual.

D. Similar Projects

Provide a list of at least three (3) public agency references for similar services provided by your firm. The LTA reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- ❖ Client Name
- ❖ Project Description
- ❖ Project start and end dates
- ❖ Client project manager name, telephone number, and e-mail address

E. Fee Proposal

All proposers shall submit a fee proposal which delineates tasks, hours and cost for all staff working on the project, and unit costs for the purchase of equipment, materials and supplies.

F. RFP Documents

The following exhibits, in addition to this RFP and the Official Proposal Form set forth in this RFP, are included as a part of this RFP:

- Exhibit A – Respondent Fact Sheet
- Exhibit B – Acknowledgment of Addenda Form
- Exhibit C – Customer References
- Exhibit D – Designation of Subcontractors
- Exhibit E – Non-Collusion Declaration
- Exhibit F – Fee Schedule
- Exhibit G – Standard Contract

PROCESS FOR SUBMITTING PROPOSALS

Proposals for this RFP shall be emailed to norma@sanbenitocog.org and babraham@sanbenitocog.org on or before 3:00 PM on Monday, December 18, 2023. The Fee Proposal shall be emailed separately to norma@sanbenitocog.org. No late bids will be accepted. No hardcopies will be accepted.

All costs of the preparation of a Proposal shall be the sole responsibility of the Respondent. All materials submitted in response to the Request for Proposal become the property of LTA and shall not be returned.

All Proposals shall remain firm for at least ninety (90) calendar days after the Proposal Due Date or unless otherwise specified. Within ninety (90) calendar days after the Proposal Due Date, a purchase order and/or a contract may be awarded by the LTA to the highest ranked Respondent, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or contract may be extended at the sole discretion of the LTA, if required to evaluate Proposals or for such other purposes as the LTA may determine, unless the Respondent objects to such

extension in writing, submitted with the Proposal.

The LTA reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

The LTA will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

The criteria are as follows:

Criteria Categories	Points Possible	Points Awarded
Qualifications and Experience: Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.	25	
Approach to Providing the Requested Scope of Services: Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services, as well as best practices related to National Transit Database (NTD) reporting and the transit industry in general.	10	
Price Proposal	15	
System Functionality and Technical Solution: An overview of the technical solution, including its capabilities and capacities for data input, analysis and reporting, as well as its ability to meet all of the required elements specified in the RFP.	25	

Quality and Clarity of Proposal		
Considers the quality and clarity of the information presented in the proposal, it's thoroughness in addressing all of the required elements, and its ability to clearly communicate the features and functions of the requested system(s) and services.	10	
References	15	
Total Points	100	

Please note that this RFP pertains to professional services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the LTA reserves the right to utilize its discretion in awarding the project. The LTA also reserves the right to negotiate pricing and contract terms. After reviewing the proposals, LTA Staff may conduct interviews with the top firms.

The LTA reserves the right to reject all proposers and/or to invite other individuals and/or firms to respond to this RFP if the proposals received are inadequate.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The LTA may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the LTA reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Proposal Review

The Committee will review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The LTA may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the

evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the LTA, the LTA may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

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.

TERMS AND CONDITIONS

A. Updates and Addenda

No one is authorized to amend any of these documents in any respect by an oral statement or to make any representation or interpretation in conflict with their provisions. Any changes to these documents will be issued in writing via Addendum by Binu Abraham or her designee, to be posted online at www.sanbenitocog.org for all interested parties to view. All Addenda issued shall be incorporated into the contract. Respondents shall be responsible for monitoring the website at www.sanbenitocog.org to obtain the most current information regarding this RFP. Current information may be in the form of an update or a formal Addendum. The last day for updates and Addenda to be posted on the above mentioned website is December 11, 2022, at 5:00 PM, Pacific Time.

B. Reservations

The LTA reserves the right to do the following at any time and for its own convenience, at its sole discretion:

- To reject any and all Proposals, without indicating any reason for such rejection
- Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure, in any Proposal, or in any subsequent negotiation process
- Terminate this RFP and issue a new RFP anytime thereafter
- Negotiate the scope of the services and/or purchase of equipment, materials, and supplies.
- Procure any materials or services specified in the RFP by other means

- Extend any or all deadlines specified in the RFP, including deadlines for accepting Proposals, by issuance of an Addendum at any time prior to the deadline for receipt of Proposals
- Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the Proposal or other data available to the LTA. Such disqualification is at the sole discretion of the LTA
- Reject the Proposal of any Respondent that is in breach of or in default under any other agreement with the LTA
- Reject any Respondent deemed by the LTA to be non-responsive, unreliable, unqualified, or non-responsible

C. Notification of Modification or Withdrawal of Proposals

The Respondent may modify or withdraw a Proposal by submitting a written request for its modification or withdrawal to a LTA representative at any time prior to the Proposal submission deadline. The withdrawal shall be signed by the Respondent or an authorized agent of the Respondent.

The Respondent may thereafter submit a new Proposal prior to the deadline. All Proposals not modified or withdrawn prior to the deadline will become the LTA's property. Modifications of a Proposal offered in any manner, oral or written, will not be considered after the deadline.

D. Notice of Intent to Award

Notice of Intent to Award may be issued upon receipt of all required documents.

E. Contractor Responsibility and Performance

The LTA will consider the Contractor to be the sole point of contact with regard to all contractual matters. Contractor shall provide the services of one (1) or more qualified contract manager(s) responsible for assuring that the services provided under the contract are satisfactory. It is desirable that the Contractor have local representation to provide on-site consultation/problem resolution if required.

F. Pre-Award Conference

If requested, successful Respondent(s) shall meet with the LTA representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed contract.

G. Execution of Agreement

Upon successful reference checks, evaluations and receipt of all required documents, the agreement must be executed by both parties. The successful Respondent will be expected to enter into the agreement appended as Exhibit G to this RFP, with other terms and conditions specified in this RFP incorporated therein. No modifications to the general terms and conditions of the standard contract

EXHIBIT B—ACKNOWLEDGMENT OF ADDENDA FORM

_____ (Respondent's or Proposed
Subcontractor's Business Name)

hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Addendum No. _____ , dated _____ .

Authorized Representative Name and Title: _____

Authorized Representative Signature: _____

Date _____

END OF EXHIBIT B

EXHIBIT C—CUSTOMER REFERENCES

List and submit with this Proposal four (4) customer references, two (2) of which should be in the San Benito County area, for whom you have furnished similar product or services.

- 1. Company Name: _____
Address: _____

Contact Person: _____
Telephone No.: _____
- 2. Company Name: _____
Address: _____

Contact Person: _____
Telephone No.: _____
- 3. Company Name: _____
Address: _____

Contact Person: _____
Telephone No.: _____
- 4. Company Name: _____
Address: _____

Contact Person: _____
Telephone No.: _____

END OF EXHIBIT C

EXHIBIT E—NON-COLLUSION DECLARATION

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH THE PROPOSAL

I, _____, am the
Name
_____ of _____,
Position/Title Company

the party making the foregoing Proposal hereby declares that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from responding; that the Respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Respondent has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date Signature

END OF EXHIBIT E

EXHIBIT F—FEE SCHEDULE

	Title	Hourly Rate	Est. Hours	Total Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				

Total overall cost for services identified: _____

END OF EXHIBIT F

EXHIBIT G—STANDARD CONTRACT

The following is a copy of the Standard Contract used by the LTA for contracting with consultants or individuals for professional services. This document shall serve as the basis for a contract with the successful consultants(s) or individual(s). *Respondents should not respond to this RFP if they cannot agree to the standard contract terms and conditions.*

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and _____ ("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 _____, and end on _____ 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

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: Binu Abraham

Title: Executive Director

Address: 330 Tres Pinos Road, Ste. C7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for
CONTRACTOR:

Name:

Title:

Address:

SIGNATURES

APPROVED BY
CONTRACTOR:

Ignacio Velazquez

Chair

Date:

Name:

Title:

Date:

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By:

Shirley L. Murphy, Deputy County Counsel

Date:

**ATTACHMENT A
Scope of Services**

This section has been intentionally left blank as the scope of services will be provided following selection of a qualified Respondent.

~ END ATTACHMENT A ~

**ATTACHMENT B
Payment Schedule**

B-L. 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 7 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 \$ _____.

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: (Specify)

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

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

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

~ END ATTACHMENT B ~

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 County of San Benito 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 Highway Administration (FHWA), 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 (3) 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 (5) 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 to a party's facsimile number 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 offset 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.

~ END ATTACHMENT C ~

~ END EXHIBIT G ~

STAFF REPORT

Consent

Prepared By: Veronica Lezama,
Transportation Planning Manager
Subject: California State of Good Repair
Program

Agenda Item No. 7

Approved By:
Binu Abraham, Executive Director
Meeting Date: December 21, 2023

Recommendation:

ADOPT Resolution 2023-09 Approving Projects for Funding and Authorizing the Application for and Acceptance of FY 2023-2024 California State of Good Repair Program Funds Totaling \$107,586.

Summary:

The LTA and COG are eligible to receive a total of \$107,586 in State of Good Repair funds for FY 2023-24. Adoption of Resolution 2023-09 will approve the projects identified for funding.

Background/Discussion:

With the signing of Senate Bill 1, many new funding sources were established including the State of Good Repair (SGR) program for transit operators to fund eligible transit maintenance, rehabilitation, and capital projects.

Eligible projects include the following replacement or rehabilitation of:

- Rolling stock (transit vehicles)
- Passenger stations and terminals
- Security equipment and systems
- Maintenance facilities and equipment
- Ferry vessels
- Rail
- Transit preventative maintenance - preventative maintenance is only to maintain existing infrastructure and vehicles in a state of good repair, essentially repair and rehabilitation.
- New transit facilities or equipment needed to maintain existing transit service(s)

Staff has identified, in Exhibit A of Resolution 2023-09, transit projects to be considered for SGR funding, based on the adopted San Benito County Short Range Transit Plan (SRTP). The SRTP was prepared with extensive community and Board input. The SRTP prioritizes infrastructure capital projects (i.e. bus stops and signs, etc.) and vehicle capital projects under which services would be implemented over the next five years. Per the SRTP, vehicle replacements are the priority of the capital program. As such, staff is recommending that SGR funds be used for the purpose of replacing transit vehicle(s). In addition, the vehicles capital purchases are consistent with the

agency's Transit Asset Management (TAM) Plan since it owns, operates, or manages capital assets used to provide public transportation and receives federal financial assistance. The TAM plan is updated once every four years to ensure that the most updated needs are identified.

As noted in the SRTP, during the next five years (2022–2027) replacement buses can continue to be either diesel or gasoline. However, beyond 2028, the mandate for zero-emission buses will begin to affect purchases. The LTA is planning early adoption of this zero-emission technology.

Financial Impact:

COG and LTA are eligible to receive a total of \$107,586 of FY 2023-24 SGR Program funds for eligible transit projects. There is no local match required.

Attachments: Resolution 2023-09



BEFORE THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY

RESOLUTION OF THE SAN BENITO COUNTY LOCAL)	RESOLUTION NO: 2023-09
TRANSPORTATION AUTHORITY APPROVING PROJECTS)	
FOR FUNDING AND AUTHORIZING THE EXECUTIVE)	
DIRECTOR, TRANSPORTATION PLANNING MANAGER, OR)	
DESIGNEE TO APPLY FOR AND ACCEPT FY 2023-24)	
CALIFORNIA STATE OF GOOD REPAIR (SGR) PROGRAM)	
FUNDS TOTALING \$107,586.00.)	
<hr/>		

WHEREAS, the Council of San Benito County Governments (COG) is the designated Regional Transportation Planning Agency (RTPA) for San Benito County, pursuant to Government Code section 29532(b); and

WHEREAS, the San Benito County Local Transportation Authority (LTA) is the designated Consolidated Transportation Services Agency (CTSA) for San Benito County, pursuant to Government Code section 15975; and

WHEREAS, as the designated RTPA for San Benito County, COG is an eligible project sponsor and may receive State Transit Assistance (STA) funding from the State of Good Repair Account (SGR) for transit projects calculated pursuant to the distribution formulas in Public Utilities Code (PUC) section 99313 based on the certification of population from the California Department of Transportation; and

WHEREAS, as the designated CTSA for San Benito County, LTA is an eligible project sponsor and may receive State Transit Assistance (STA) funding from the SGR Account for transit projects calculated pursuant to the distribution formulas in PUC section 99314 based on the qualifying revenue amounts for each STA-eligible operator determined from annual reports submitted to the State Controller pursuant to PUC section 99243; and

WHEREAS, COG and LTA have identified a list of transit projects in San Benito County, attached hereto and incorporated herein by reference as Exhibit A, to be funded through the FY 2023-24 SGR Account; and

WHEREAS, the transit projects to be submitted for FY 2023-24 SGR funding total \$107,586.00., to be allocated to COG and LTA pursuant to the distribution formulas in PUC sections 99313 and 99314; and

WHEREAS, COG’s portion of the FY 2023-24 SGR allocation is \$105,917.00, as determined pursuant to the distribution formula in PUC section 99313; and

WHEREAS, LTA's portion of the FY 2023-24 SGR allocation is \$1,669.00, as determined pursuant to the distribution formula in PUC section 99314; and

WHEREAS, COG has approved the SGR funded transit projects identified in Exhibit A and designated LTA as the lead agency for the project list, to be funded in part through COG's SGR allocations, and has indicated its desire, upon receipt of SGR funds for those projects, to allocate COG's share of SGR funds to LTA, to administer the projects as the CTSA for San Benito County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the San Benito County Local Transportation Authority hereby approves the SGR funded transit projects identified in the project list attached hereto and incorporated herein by reference as Exhibit A; and

BE IT FURTHER RESOLVED THAT the Board of Directors of the San Benito County Local Transportation Authority shall be the lead agency for the SGR funded transit projects identified in Exhibit A, to be funded in part through COG's SGR allocations and in part through LTA's SGR allocations; and

BE IT FURTHER RESOLVED THAT the Board of Directors of the San Benito County Local Transportation Authority hereby authorizes the Executive Director of the San Benito County Local Transportation Authority, its Transportation Planning Manager, or designee, to apply for and accept SGR funds awarded by Caltrans for transit projects in San Benito County for FY 2023-24, and to execute the application and related materials, grant agreement and amendments, and all other documents necessary for the application submittal and acceptance of SGR funds awarded by Caltrans for transit projects in San Benito County, for and on behalf of the Council of Governments and Local Transportation Authority.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY on this 21st day of December 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Bea Gonzales, Chair

ATTEST:

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

By: _____
Binu Abraham
Executive Director

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

Dated: _____

Dated: Dec. 12, 2023

Exhibit A

Projects	FY 2023-24 SGR Estimated Funding
Rolling Stock, Vehicle(s) Replacement	\$107,586.00.
<i>Total</i>	\$107,586.00.