



**AGENDA  
REGULAR MEETING  
LOCAL TRANSPORTATION AUTHORITY**

- DATE:** Thursday, June 20, 2024  
4:00 P.M.
- LOCATION:** County Board of Supervisors Chambers  
481 Fourth Street  
Hollister, CA 95023
- DIRECTORS:** Scott Freels, Chair (City of San Juan Bautista)  
Mia Casey, Vice-Chair (City of Hollister)  
Angela Curro (County of San Benito)  
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: 830-5304-1018 and Passcode: 066707**

*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 Regular Meeting Action Minutes Dated April 18, 2024 – Gomez
5. APPROVE Donation Agreement with the City of Hollister to Provide County Express Shuttle Service to the City's 2024 Fireworks Display Community Event – Aceves

## ACTION ITEMS:

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

6. ADOPT Resolution 2024-03 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. – Borick
7. Fiscal Year 2024-2025 Local Transportation Authority (LTA) Budget – Aceves
  - a. RECEIVE Presentation on the Fiscal Year 2024-2025 Budget.
  - b. HOLD Public Hearing on the Fiscal Year 2024-2025 Budget.
  - c. ADOPT Resolution 24-02 Adopting the FY 2024-2025 Budget.

## INFORMATION ITEMS:

8. RECEIVE Report on Bus Stop Signage Upgrades – Aceves

### **Adjourn to LTA Meeting on July 18, 2024. Agenda deadline is July 02, 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](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.

### **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](mailto:monica@sanbenitocog.org).

CERTIFICATE OF POSTING

Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Local Transportation Authority on **June 20, 2024**, at **4:00 P.M.** was posted at the following locations freely accessible to the public:

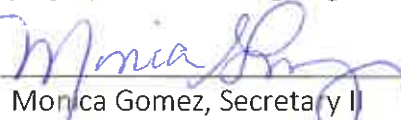
The front entrance of the San Benito County Administration Building, 481 Fourth Street Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the 17<sup>th</sup> day of June 2024, on or before 3:00 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  
Board of Supervisors Chambers, 481 Fourth Street,  
Hollister, CA 95023 & Zoom Platform  
April 18, 2024, at 4:00 P.M.

ACTION MINUTES

**MEMBERS PRESENT:**

Chair Scott Freels, Vice Chair Mia Casey, Director Angela Curro (via-Zoom), Director Mindy Sotelo, Alternate Director Rick Perez

**MEMBERS ABSENT:**

Director Dolores Morales

**STAFF PRESENT:**

Executive Director; Binu Abraham, Administrative Services Specialist; Norma Aceves, Transportation Planner; Douglas Kean, Transportation Planner; Samuel Borick, Office Assistant; Griselda Arevalo; Secretary; Monica Gomez, COG Legal Counsel; Osman Mufti (via-Zoom).

**OTHERS PRESENT:**

Leona Medearis-Peacher, MV Transportation

**1. CALL TO ORDER:**

Chair Freels called the meeting to order at 5:08 p.m.

It was announced under SBCOG that Director Angela Curro was attending remotely via-Zoom under the “Just Cause Exception” under Government Code section 54953 (f). Director Curro confirmed that she was traveling for official county business and that no other person was in her room.

**2. CERTIFICATE OF POSTING**

**Motion made to acknowledge Certificate of Posting:**

Motion: Vice Chair Mia Casey            Second: Alt. Director Rick Perez

Motion carried: 5/0

Yes: Freels, Casey, Curro, Sotelo, 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 Local Transportation Authority Draft Action Regular Meeting Minutes Dated March 21, 2024 – Gomez
- 5. ADOPT Resolution 2024-01 Authorizing the Execution of the Low Carbon Transit Operations Program Project “Expansion of Intercounty Services.” – Kean

There was no public comment on the Consent Agenda.

**Motion made to approve the Consent Agenda Item 4 and 5:**

Motion: Director Mindy Sotelo      Second: Vice Chair Mia Casey

Motion carried: 5/0

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

No: None

Recused: None

Abstention: None

Absent: Morales

**ADJOURNMENT:**

There being no further business to discuss, Vice Chair Casey motioned to adjourn at 5:10 p.m.

Motion seconded by Director Sotelo.

Motion carried: 5/0

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

No: None

Recused: None

Abstention: None

Absent: Morales

**ADJOURN TO LTA MEETING MAY 16, 2024 AT 4:00 P.M.**



## STAFF REPORT

### Consent

**Prepared By:** Norma Aceves, Administrative Services Specialist

**Subject:** County Express Service to City of Hollister Fireworks Display Event

### Agenda Item No. 5

**Approved By:** Binu Abraham, Executive Director

**Meeting Date:** June 20, 2024

### Recommendation:

APPROVE Donation Agreement with the City of Hollister to provide County Express shuttle service to the City's 2024 Fireworks Display community event.

### Summary:

The City of Hollister will be hosting fireworks display community event at the Hollister Airport Thursday, July 4, 2024, and LTA staff is seeking Board authorization to offer a free shuttle service for attendees.

### Background/ Discussion:

The City of Hollister will be hosting fireworks display community event at Hollister Airport Thursday, July 4, 2024, and LTA staff is seeking Board authorization to offer a free shuttle service for attendees. Staff will work with City staff to select an appropriate schedule and stop locations. LTA has historically offered similar service for community events such as the San Benito County Fair.

The additional shuttle service would allow LTA to market its services to residents who are not familiar with County Express to try transit. Often, a person does not ride transit because they do not understand how the system works or are reluctant to try something new. The shuttle service would provide them an opportunity to familiarize themselves with the vehicle, driver, and service levels. The driver of the vehicle would have service brochures on hand to provide attendees.

LTA staff does not recommend charging a fare for the service. By not charging a fare or having a third party pay for the service, the agency is exempt from Charter Bus regulations (49 CFR Section 604).

In addition to the marketing potential, the shuttle service would have a positive impact on the event. The shuttle service has the potential to bring more attendees, alleviate the parking situation at the event, and improve public safety.

**Financial Impact:**

Estimated cost \$750 to be paid with regular operating funds.

**Attachment:**

1. Donation Agreement

## DONATION AGREEMENT

This Donation Agreement (“Agreement”) is made and entered into this \_\_\_ of \_\_\_ 2024 (“Agreement Date”), by and between the City of Hollister (“City”), and San Benito County Local Transportation Authority, San Benito County’s public transportation agency, (“Donor” and together with City, the “Parties”).

### RECITALS

- A. City will host a fireworks show for the public on July 4, 2024, at the Hollister Airport (“Event.”)
- B. Donor wishes to donate shuttle services, which shall include shuttles, shuttle drivers, and all necessary fuel and other materials and supplies (“Services”) to the City for the purpose of transporting spectators from various City locations to the Event location.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, including the foregoing Recitals, City and Donor agree:

1. Use of Donation. The City shall utilize the Services for the purposes stated above.
2. Scope of Services. Donor agrees to provide the Scope of Services specified in Exhibit A.
3. Indemnification. Donor shall indemnify the City and shall hold the City free and harmless from all liability and from all claims, demands, damages, and costs asserted against or incurred by the City, its officers, agents, or employees, arising from or connected with the Services or this Agreement. The indemnity given herein shall include the cost of defense including, but not limited to, reasonable attorneys’ fees. This provision shall survive the termination or revocation of this Agreement for one (1) year following the Agreement date.
4. No City Money Used. Donor acknowledges that no funds from the City were or will be used to provide Services.
5. Independent Contractor. The Parties agree that Donor is free from the control and direction of City in connection with Donor’s performance of the Services. Donor is hereby retained to provide the specified Services for City, which are outside the usual course of City’s business. Donor certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Donor understands and agrees that Donor and all Donor’s employees, agents, or volunteers (“Donor Parties”), shall not be considered officers, employees, agents, partners, or joint venturers of City, and are not entitled to benefits of any kind or nature normally provided to employees of City and/or to which City’s employees are normally entitled.
6. Insurance. Without in any way limiting Donor’s liability, or indemnification obligations set forth in Section 3 above, Donor shall secure and maintain throughout the Term of this Agreement, the following insurance: (i) comprehensive general liability insurance with limits not less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$5,000,000 each



occurrence and \$5,000,000 in the aggregate; (iii) worker's compensation insurance as required by Labor Code section 3200 *et seq.*; and (iv) professional liability insurance covering errors and omissions. Neither Donor nor any of the Donor's Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by City. All insurance policies shall include an endorsement stating that City and City Parties are named additional insureds. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by City and shall waive all rights of subrogation against City and/or the City Parties. A copy of the declarations page of Donor's insurance policies shall be attached to this Agreement as proof of insurance.

7. Entire Agreement. This Agreement constitutes the sole and entire agreement between the parties with respect to the subject matter dealt with in this Agreement and all understandings, oral or written, with respect to the subject matter of this Agreement are hereby superseded.
8. Future Assurances. Each party hereto shall cooperate and take such actions as may reasonably be requested by the other party hereto in order to carry out the provisions of this Agreement and the transactions contemplated by this Agreement.
9. Amendment of Agreement. No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both the City and Donor.
10. Waiver. The failure by either party to enforce any term or provision of this Agreement shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either party of any term or provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.
11. Severability. In the event any clause, sentence, term or provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, the remaining portions of this Agreement shall nonetheless remain in full force and effect.
12. Construction of Agreement. The terms and provisions of this Agreement shall be liberally construed to effectuate the purpose of this Agreement. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against either party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement.
13. Governing Law. This Agreement is made under and shall be construed in accordance with the laws of the State of California.
14. Attorneys' Fees. In the event either party to this Agreement shall commence litigation or other legal proceedings against the other to enforce the provisions of this Agreement or to

declare rights and/or obligations under this Agreement, the prevailing party shall be entitled to recover from the losing party its costs of suit, including, without limitation, reasonable attorneys’ fees plus reasonable attorneys’ costs and expenses, as shall be determined by a court.

- 15. Notices. Any notice given pursuant to this Agreement shall be in writing, duly addressed to the parties below. By written notice in conformance herewith, either party may change the address to which notices to said party must be delivered. Any notice deposited with the United States Postal Service shall be deemed to have been duly given when so deposited certified or registered, postage prepaid, addressed as set forth below or as changed as set forth herein. Notice sent by any other manner shall be effective only upon actual receipt thereof.

City: Hollister  
375 Fifth Street  
Hollister, CA 95023  
Attention: David Mirrione, City Manager

Donor: San Benito County Local Transportation Authority  
330 Tres Pinos Road, Suite C-7  
Hollister, CA 95023  
Attention: Norma Aceves, Administrative Services Specialist

- 16. Time of Essence. Time is of the essence with respect to the obligations of each party under this Agreement.

- 17. Headings and References. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. All uses of the words “Article(s)” and “Section(s)” in this Agreement are references for articles and sections of this Agreement unless otherwise specified.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

For Donor:

For City:

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

Date: 6/7/2024 | 12:57:29 PM PDT

\_\_\_\_\_  
Scott Freels, Chair  
San Benito County Local Transportation Authority

DocuSigned by:  
**David Mirrione**  
706CAC6D41B2452  
\_\_\_\_\_  
David Mirrione, City Manager  
City of Hollister

APPROVED AS TO LEGAL FORM:

  
\_\_\_\_\_  
Osman I. Mufti, SBCOG Legal Counsel  
Local Transportation Authority’s Legal Counsel

Exhibit A  
Scope of Services

Donor shall provide shuttle services, which shall include shuttles, shuttle drivers, and all necessary fuel and other materials and supplies, to the City for the purpose of transporting spectators from various City locations to the Event location.

The San Benito County Local Transportation Authority under the branded name “County Express” will direct its operations contractor, MV Transportation, to operate a shuttle service on Thursday, July 4, 2024 between the hours of 5:00 p.m. and 11:00 p.m. with the following bus stops:

- Target Shopping Center on Hillock Drive
- Briggs Building parking garage at 4<sup>th</sup> Street and San Benito Street
- San Benito County Superior Court at 4<sup>th</sup> Street and West Street
- Quick Stop at Miller Road and San Juan Hollister Road
- Veterans Memorial Park parking lot at Memorial Drive and Hillcrest Road
- Hollister Municipal Airport

Passengers will not be charged a fare and will be offered information about County Express’ services from the drivers.

Exhibit B  
PROOF OF INSURANCE



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2025

DATE (MM/DD/YYYY)

5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> 1536605 MV TRANSPORTATION, INC, AND SUBSIDIARIES 2711 N. HASKELL, SUITE 1500 DALLAS TX 75204	<b>INSURER A : ACE American Insurance Company</b>		<b>NAIC #</b> 22667
	<b>INSURER B : Underwriters at Lloyds London</b>		15642
	<b>INSURER C : Lloyds Syndicates 2623/623</b>		
	<b>INSURER D : ACE Property and Casualty Insurance Company</b>		20699
	<b>INSURER E : Indemnity Insurance Co of North America</b>		43575
<b>INSURER F :</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 20261469                      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	HDOG48901104	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	ISAH10824746	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	N	N	RTSXS-00110	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A A E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCUC58085510 (CA, OH, WA) WLRC58085881 (MA/AZ) WLRC58085984 (AOS)	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
C	CYBER	N	N	TBD	5/1/2024	5/1/2025	\$10,000,000 LIMIT
D	UMBRELLA			G4686119A 007	5/1/2024	5/1/2025	\$10,000,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

--- SEE ATTACHMENT ---

### CERTIFICATE HOLDER

**20261469**  
 SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY  
 330 TRES PINOS RD SUITE C7  
 HOLLISTER CA 95023

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

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DIVISION 30 - HOLLISTER CA. THE LOCAL TRANSPORTATION AUTHORITY, CITY OF HOLLISTER, THE COUNTY OF SAN BENITO, THE CITY OF SAN JUAN BAUTISTA, AND THE COUNCIL OF SAN BENITO COUNTY GOVERNMENTS, THEIR OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND MEMBERS OF BOARDS OR COMMISSIONS, THE STATE OF CALIFORNIA, ITS OFFICERS, EMPLOYEES, AND AGENTS ARE NAMED AS AN ADDITIONAL INSURED AS RESPECTS THE OPERATIONS OF THE NAMED INSURED WITH RESPECTS TO GENERAL AND AUTO LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS. THE STATE OF CALIFORNIA IS NAMED A LOSS PAYEE AS PERTAINS TO THE LEASE/RENTAL OF EQUIPMENT TO THE NAMED INSURED WHILE UNDER ITS CARE, CUSTODY AND CONTROL. MV TRANSPORTATION, INC. IS SELF-INSURED AND WORKERS COMPENSATION IN THE STATE OF CALIFORNIA. THE ABOVE WORK COMP POLICY PROVIDES COVERAGE EXCESS OF A \$1M SELF-INSURED RETENTION. EMPLOYMENT PRACTICES LIABILITY: CARRIER: ZURICH AMERICAN INSURANCE COMPANY POLICY #MPL182888500 POLICY PERIOD: 9/1/2023-24 LIMIT: \$1,000,000

## STAFF REPORT

**Action**

**Prepared By:** Samuel Borick, Transportation Planner

**Subject:** FTA Section 5311 Resolution

**Agenda Item No. 6**

**Approved By:** Binu Abraham, Executive Director

**Meeting Date:** June 20, 2024

**Recommendation:**

ADOPT Resolution 2024-03 Authorizing the San Benito County Local Transportation Authority's Executive Director to apply for and accept Federal Transit Administration Section 5311 Funds through the California Department of Transportation.

**Summary:**

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

**Background/ Discussion:**

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

The LTA receives an apportionment of 5311 funds on an annual occurrence. The LTA was apportioned \$530,148 for the FFY 2024/2025.

**Financial Impact:**

\$530,148 of FTA 5311 funding is identified in the FY 2024-25 LTA Budget.

**Attachment:**

1. LTA Resolution 2024-03

RESOLUTION OF THE SAN BENITO COUNTY )  
TRANSPORTATION AUTHORITY AUTHORIZING THE )  
FEDERAL FUNDING UNDER FTA SECTION 5311 (49 )  
U.S.C. SECTION 5311) and/or 5339 (49 U.S.C. )  
SECTION 5339) WITH CALIFORNIA DEPARTMENT )  
OF TRANSPORTATION )

RESOLUTION NO: 2024-03

**WHEREAS**, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital/operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (FTA C 9040.1G), and Section 5339 of the Federal Transit Act (FTA C 5100.1); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 and Section 5339 grants for transportation projects for the general public for the rural transit and intercity bus; and

**WHEREAS**, the San Benito County Local Transportation Authority desires to apply for said financial assistance to permit operation of service/purchase of capital equipment in San Benito County; and

**WHEREAS**, the San Benito County Local Transportation Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the San Benito County Local Transportation Authority Board does hereby Authorize the Executive Director, or their designee, to file and execute applications on behalf of with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1G**), as amended, and pursuant to Section 5339 of the Federal Transit Act (**FTA C 5100.1**), as amended. The Board further authorizes the following:

1. That the Executive Director, or their designee, is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.
2. That the Executive Director, or their designee, is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 and/or Section 5339 projects.



3. That the Executive Director, or their designee, is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 and or Section 5339 project(s).

**PASSED AND ADOPTED** by the San Benito County Local Transportation Authority Board by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

---

Scott Freels, Chair

ATTEST,

APPROVED AS TO LEGAL FORM  
LTA Counsel



---

Binu Abraham, Executive Director

Dated:

Osman I. Mufti, LTA Counsel

Dated:

## STAFF REPORT

### Action

**Prepared By:** Norma Aceves, Administrative Services Specialist

**Subject:** Fiscal Year 2024-2025 Budget

### Agenda Item No. 7

**Approved By:** Binu Abraham, Executive Director

**Meeting Date:** June 20, 2024

### Recommendation:

- a. RECEIVE presentation on the Fiscal Year 2024-2025 Budget.
- b. HOLD public hearing on the Fiscal Year 2024-2025 Budget.
- c. ADOPT Resolution 24-02 adopting the Fiscal Year 2024-2025 Budget.

### Summary:

The Local Transportation Authority (LTA) Budget totals \$2,874,964 with an additional \$277,408 for the Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA). The budget is balanced.

### Background/ Discussion:

The San Benito County Local Transportation Authority (LTA) administers and operates public transportation services in the San Benito County region.

The LTA budget was prepared using the line-item format. This style is easy to use and identifies where funds are spent. The budget includes conservative revenue assumptions that are based on apportionments and distributions identified through State and Federal resources. Unless already awarded, pending grant applications and the funding associated with these are not assumed as a part of the budget. The most important component of the budget focuses on aligning spending with anticipated funding sources.

The LTA budget for fiscal year 2024/25 totals \$2,891,464, a 5% increase from fiscal year 2023/24 with a breakdown as follows: Personnel- Increased by 5%. Services and Supplies- Decreased by 12%, due to upcoming cost plan estimates. Contracts- Increased by 7% due to anticipated rate changes associated with the RFP for a transit operator.

The PTMISEA budget totals \$277,408. The PTMISEA program is under the LTA umbrella but maintained as a separate budget pursuant to State guidelines. The PTMISEA program was created by Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. PTMISEA funds may only be used for transit capital improvements. These funds were programmed towards IT modernization improvements and safety improvements at our transit

operations facility. The remaining funds expired on December 31, 2023 and these funds will be reverted back to the state in FY 24/25.

One change was made to the LTA budget since the draft budget was presented to the Board at the May 2024 meeting. An additional \$16,500 was added to the Contracts line item for a State mandated triennial performance audit which will need to be completed in FY 24/25. The LTA budget meets the goals and objectives of the agency and balances expenses and revenues.

**Financial Impact:**

The Local Transportation Authority Budget totals \$2,891,464 with an additional \$277,408 for PTMISEA. The budget is balanced.

**Attachment:**

1. Resolution No. 24-02
2. Fiscal Year 2024-2025 Local Transportation Authority Budget

BEFORE THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY

A RESOLUTION OF THE SAN BENITO COUNTY )  
LOCAL TRANSPORTATION AUTHORITY )  
ADOPTING THE 2024/2025 FISCAL YEAR ) Resolution 24-02  
ANNUAL BUDGET )

WHEREAS, the Local Transportation Authority of San Benito County published and held a public hearing regarding the Board of Director’s consideration of the budget for the Local Transportation Authority of San Benito County for Fiscal Year 2024/2025; and

WHEREAS, at the public hearing, the Local Transportation Authority Board of Directors heard and received all oral and written testimony and evidence that was made, presented, or filed, and all persons present at the hearing were given ample opportunity to hear and be heard with respect to any matter related to the budget for Fiscal Year 2024/2025; and

WHEREAS, said hearing was concluded, during which time all additions and deletions to the budget for Fiscal Year 2024/2025 were made or authorized; and

WHEREAS, the 2024/2025 fiscal year budget is a balanced budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Local Transportation Authority of San Benito County that the Adopted Budget of the Local Transportation Authority for Fiscal Year 2024/2025, is hereby adopted by reference to the attached Adopted Budget.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY THIS 20TH DAY OF JUNE 2024 BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAINING:  
ABSENT:

\_\_\_\_\_  
Scott Freels, Chair

APPROVED AS TO LEGAL FORM:

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

By:   
\_\_\_\_\_  
Osman I. Mufti, SBCOG Counsel

ATTEST:  
Binu Abraham, Executive Director

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

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



## **Adopted Budget Fiscal Year 2024/25**

330 Tres Pinos Road, Suite C7  
Hollister, California 95023  
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[www.sanbenitocountyexpress.org](http://www.sanbenitocountyexpress.org)

# Local Transportation Authority Adopted Budget Fiscal Year 2024 - 2025

*Published by Order of the:*  
Board of Directors

**Scott Freels, Chair**  
City of San Juan Bautista

**Mia Casey, Vice Chair**  
City of Hollister

**Angela Curro**  
County of San Benito

**Dolores Morales**  
City of Hollister

**Mindy Sotelo**  
County of San Benito

*Executive Director*  
Binu Abraham

*Prepared and Compiled by*  
**Norma Aceves**  
Administrative Services Specialist

Adopted: June 20, 2024

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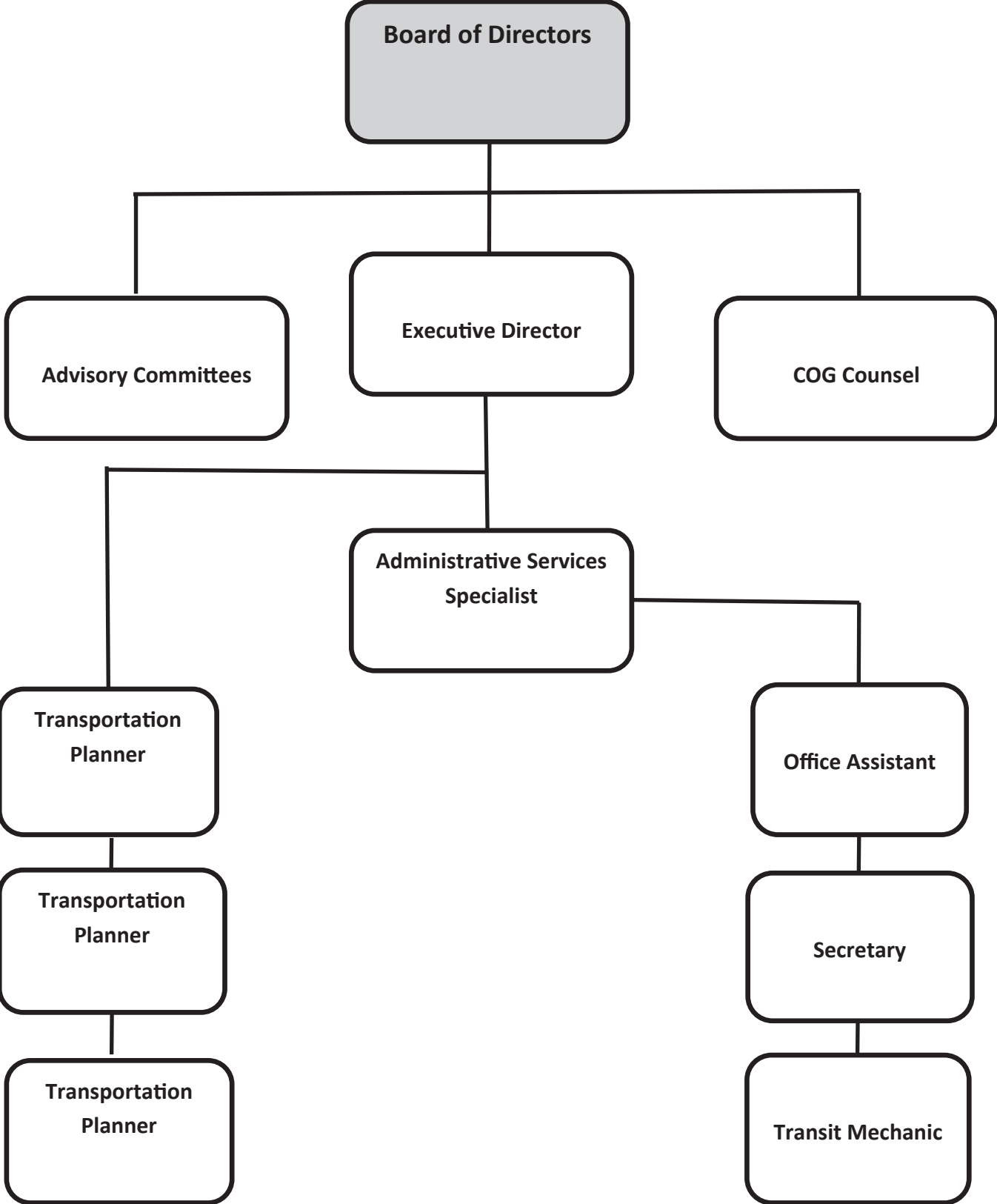
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# San Benito Local Transportation Authority

## Organizational Chart





## Executive Summary

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

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

## Goals and Objectives

The Local Transportation Authority goals for FY 2024/2025 are to continue serving the community through its transit operations, increased community outreach, implementation of unmet transit needs, and implementation of the Short-Range Transit Plan recommendations.

## Budget Detail

**The Local Transportation Authority's total proposed budget for FY 2024/2025 is \$2.8 million.** The FY 2024/2025 Budget reflects a 5% increase in expenditures. The Personnel budget category includes expenses related to planning, mechanic salary, and program administration. Service and Supplies includes large expenditures in vehicle maintenance and fuel cost. The Local Transportation Authority contracts for its transit operations with MV Transportation and Jovenes de Antaño. Contracts also include trip planning software, newly implemented performance management software, and professional services contracts for the implementation of the Short Range Transit Plan.

The Local Transportation Authority FY 2024/2025 Budget is balanced and supports the policies of the Board or Directors and the immediate needs of the community.

**LOCAL TRANSPORTATION AUTHORITY  
BUDGET - FY 2024/25  
EXPENDITURES**

EXPENDITURE DESCRIPTION		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
<b>Personnel</b>						
610.101	Salaries	411,265	325,125	<b>433,593</b>	455,273	22,328
610.101	Salaries (5304 Bus Stop IT)	-	-	-	-	-
	<b>Total</b>	<b>411,265</b>	<b>325,125</b>	<b>433,593</b>	<b>455,273</b>	<b>22,328</b>
<b>Services and Supplies</b>						
619.126	Magazines and Subscriptions	-	-	-	-	-
619.130	Clothing and Safety	1,600	1,312	<b>1,600</b>	1,600	-
619.132	Communications	6,200	1,403	<b>12,000</b>	6,200	5,800
619.138	Computer Maintenance	1,000	2,506	<b>1,500</b>	1,500	500
619.140	Computer Supplies	300	43	<b>300</b>	300	-
619.142	Computer Hardware	500	-	<b>500</b>	500	-
645.701	General Insurance	10,745	14,873	<b>19,406</b>	19,794	8,661
619.152	Maintenance of Equipment	45,000	63,724	<b>65,000</b>	60,000	20,000
619.154	Maintenance of Equipment - Oil and Gas	225,000	264,982	<b>260,000</b>	260,000	35,000
619.158	Maintenance of Structures and Grounds	950	350	<b>500</b>	500	(450)
619.280	Marketing	5,200	5,200	<b>6,000</b>	6,000	800
619.166	Membership Dues	750	930	<b>1,000</b>	1,000	250
619.176	Special Project Supplies - Supplies	500	-	-	500	(500)
619.174	Supplies	250	150	<b>200</b>	200	(50)
619.172	Postage and Delivery	25	-	-	25	(25)
619.210	Professional Service - Legal	3,000	2,000	<b>5,000</b>	5,000	2,000
619.180	Public and Legal Notices	700	-	-	700	(700)
619.184	Rent Equipment	-	-	-	-	-
619.186	Rent Structures	-	-	-	-	-
619.190	Small Tools	100	708	<b>100</b>	100	-
619.268	Special Dept. Expense - Other	105,627	108,002	<b>25,000</b>	25,000	(80,627)
619.268	Special Dept. Expense - Other (5311 CRRSAA)	-	-	-	-	-
619.268	Special Dept. Expense - Other (5310 CRRSAA)	-	-	-	-	-
619.196	Travel Lodging	40,000	-	-	-	(40,000)
619.198	Travel Meals	-	-	-	-	-
619.194	Training	-	726	-	-	-
619.200	Travel Transportation	100	-	<b>100</b>	100	-
619.306	Utilities	-	-	-	-	-
	<b>Total</b>	<b>447,547</b>	<b>466,909</b>	<b>398,206</b>	<b>389,019</b>	<b>(49,341)</b>
<b>Contracts</b>						
619.250	Special Dept. Expense - Contracts	57,819	48,701	<b>58,500</b>	45,000	681
619.250	Special Dept. Expense - County Express	1,500,029	1,433,446	<b>1,562,892</b>	1,594,150	62,863
619.250	Special Dept. Expense - Specilized Transit	339,459	306,319	<b>438,273</b>	447,039	98,814
	<b>Total</b>	<b>1,897,307</b>	<b>1,788,466</b>	<b>2,059,665</b>	<b>2,086,189</b>	<b>162,358</b>
<b>Capital</b>						
650.301	Automobiles, Trucks, Vans	-	-	-	-	-
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>-</b>	<b>-</b>	<b>0</b>
<b>Other</b>						
649.320	OPEB	-	-	-	-	-
	<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL PROPOSED BUDGET</b>		<b>2,756,119</b>	<b>2,580,500</b>	<b>2,891,464</b>	<b>2,930,480</b>	<b>135,346</b>

**LOCAL TRANSPORTATION AUTHORITY  
BUDGET - FY 2024/25  
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
541.001	Interest	-	6,572	6,500	6,500	6,500
570.001	Advertisement Revenue	9,000	15,253	12,000	15,000	3,000
570.003	Sale of Fix Asset	-	-	-	-	-
551.113	FTA 5310 Out of County Medical	-	-	-	-	-
551.113	FTA 5311 Operating Assistance	375,000	375,000	530,148	375,000	155,148
551.113	FTA 5304 Sustainable Communities	-	-	-	-	-
551.113	Low Carbon Trnsit Operations (LCTOP)	163,282	163,282	177,876	183,212	-
556.301	FTA CARES Act	160,158	-	-	-	(160,158)
576.012	LTF Transfer in	936,260	936,259	606,327	1,411,724	(329,933)
576.012	STA Transfer in	793,810	793,730	799,553	815,544	5,743
562.803	County Express Fares/JDA Fares	89,000	120,994	125,000	130,000	36,000
556.301	FTA ARPA	335,000	-	335,000	-	-
556.301	FTA 5311 CRRSAA	229,609	389,767	299,060	-	69,451
556.301	FTA 5310 CRRSAA	-	-	-	-	-
<b>TOTAL REVENUE</b>		<b>3,091,119</b>	<b>2,800,857</b>	<b>2,891,464</b>	<b>2,936,980</b>	<b>(214,249)</b>

EXPENDITURES VS REVENUES		Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
<b>LTA</b>						
<b>EXPENDITURES</b>						
Personnel		411,265	325,125	433,593	455,273	22,328
Services & Supplies		447,547	466,909	398,206	389,019	(49,341)
Contracts		1,897,307	1,788,466	2,059,665	2,086,189	162,358
Capital		0	0	-	-	-
Other		-	-	-	-	-
<b>TOTAL EXPENDITURES</b>		<b>2,756,119</b>	<b>2,580,500</b>	<b>2,891,464</b>	<b>2,930,480</b>	<b>135,346</b>
<b>REVENUES</b>						
Revenues		2,297,309	2,007,127	2,091,911	2,121,436	(205,398)
Operating Transfers (in)		793,810	793,730	799,553	815,544	5,743
<b>TOTAL REVENUE</b>		<b>3,091,119</b>	<b>2,800,857</b>	<b>2,891,464</b>	<b>2,936,980</b>	<b>(199,655)</b>
<b>TOTAL PROPOSED BUDGET</b>		<b>2,756,119</b>	<b>2,580,500</b>	<b>2,891,464</b>	<b>2,930,480</b>	<b>135,346</b>

FUND BALANCE 0  
DESIGNATED FUND BALANCE -  
UNDESIGNATED FUND BALANCE 0

**LTA**

**BUDGET NOTES**

**Personnel**

Personnel includes staff salaries.

**Services and Supplies**

Includes budget items to support transit operations. The largest expenses include fuel, maintenance, and the LTA's cost plan contribution to the County of San Benito.

**Total** 398,206

**Contracts**

CE contract includes transit operations for fixed route, intercounty, and dial-a-ride.

ST contract includes out of county medical transportation.

Contracts also includes a budget for Routematch/TripSmart software and audit services.

**Total** 2,059,665

**Capital**

No Capital expenditures are proposed in this Budget.

**Total** -

**Other**

**TOTAL PROPOSED BUDGET** 2,891,464

**LOCAL TRANSPORTATION AUTHORITY - PTMISEA  
BUDGET - FY 2024/25  
EXPENDITURES**

EXPENDITURE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
<b>Personnel</b>					
610.101 Salaries	-	-	-	-	-
623.510 Administrative Support	-	-	-	-	-
<b>Total</b>	-	-	-	-	-
<b>Services and Supplies</b>					
619.126 Magazines and Subscriptions	-	-	-	-	-
619.130 Clothing and Safety	-	-	-	-	-
619.132 Communications	-	-	-	-	-
619.138 Computer Maintenance	-	-	-	-	-
619.140 Computer Supplies	-	-	-	-	-
645.701 General Insurance	-	-	-	-	-
619.152 Maintenance of Equipment	-	-	-	-	-
619.154 Maintenance of Equipment - Oil and Gas	-	-	-	-	-
619.158 Maintenance of Structures and Grounds	-	-	-	-	-
619.280 Marketing	-	-	-	-	-
619.166 Membership Dues	-	-	-	-	-
619.176 Special Project Supplies - Supplies	-	-	-	-	-
619.174 Supplies	-	-	-	-	-
619.172 Postage and Delivery	-	-	-	-	-
619.210 Professional Service - Legal	-	-	-	-	-
619.180 Public and Legal Notices	-	-	-	-	-
619.184 Rent Equipment	-	-	-	-	-
619.186 Rent Structures	-	-	-	-	-
619.190 Small Tools	-	-	-	-	-
619.268 Special Dept. Expense - Other	942,738	609,808	277,408	-	(665,330)
619.196 Travel Lodging	-	-	-	-	-
619.198 Travel Meals	-	-	-	-	-
619.194 Training	-	-	-	-	-
619.200 Travel Transportation	-	-	-	-	-
619.306 Utilities	-	-	-	-	-
<b>Total</b>	<b>942,738</b>	<b>609,808</b>	<b>277,408</b>	-	<b>(665,330)</b>
<b>Contracts</b>					
619.250 Special Dept. Expense - Contracts	-	-	-	-	-
<b>Total</b>	-	-	-	-	-
<b>Capital</b>					
650.302 Equip other than Computer	-	-	-	-	-
650.303 Computer Hardware	-	-	-	-	-
650.301 Automobiles, Trucks, Vans	-	-	-	-	-
<b>Total</b>	-	-	-	-	-
<b>Other</b>					
649.320 Operating Transfers	-	-	-	-	-
<b>Total</b>	-	-	-	-	-
<b>TOTAL PROPOSED BUDGET</b>	<b>942,738</b>	<b>609,808</b>	<b>277,408</b>	-	<b>(665,330)</b>

**LOCAL TRANSPORTATION AUTHORITY - PTMISEA, ARRA, AND OES  
BUDGET - FY 2024/25  
REVENUES AND EXPENDITURES VS REVENUES**

REVENUE DESCRIPTION	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
551.401 PTMISEA (Proposition B) (carryover PY)	828,285	250,336	250,336	-	(577,949)
551.401 OES (Carryover-Prop 1B Grants)	-	-	-	-	-
Fund Balance (carryover previous years)	114,453	-	27,072	-	(87,381)
541.001 Interest	-	27,072	-	-	-
	-	-	-	-	-
<b>TOTAL REVENUE</b>	<b>942,738</b>	<b>277,408</b>	<b>277,408</b>	-	<b>(665,330)</b>

EXPENDITURES VS REVENUES	Adopted Budget FY 23/24	Estimated Actual to June 30, 2024	Proposed Budget FY 24/25	Budget Estimate for FY 25/26	Variance FY 23/24 FY 24/25
<b>EXPENDITURES</b>					
Personnel	-	-	-	-	-
Services & Supplies	942,738	609,808	277,408	-	(665,330)
Contracts	-	-	-	-	-
Capital	-	-	-	-	-
Other	-	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>942,738</b>	<b>609,808</b>	<b>277,408</b>	-	<b>(665,330)</b>
<b>REVENUES</b>					
Revenues	942,738	277,408	277,408	-	(665,330)
<b>TOTAL REVENUES</b>	<b>942,738</b>	<b>277,408</b>	<b>277,408</b>	-	<b>(665,330)</b>
<b>TOTAL PROPOSED BUDGET</b>	<b>942,738</b>	<b>609,808</b>	<b>277,408</b>	-	<b>(665,330)</b>
<b>FUND BALANCE</b>				-	
<b>DESIGNATED FUND BALANCE</b>				-	
<b>UNDESIGNATED FUND BALANCE</b>				-	

BUDGET NOTES	Proposed Budget FY 24/25
<b>Personnel</b> No Personnel expenditures are proposed in this Budget.	
<b>Total</b>	-
<b>Services and Supplies</b> These funds will lapse on June 30,2024 and will be reverted back to the State in FY 24/25.	
<b>Total</b>	277,408
<b>Contracts</b> No Contract expenditures are proposed in this Budget.	
<b>Total</b>	-
<b>Capital</b> No Capital expenditures are proposed in this Budget.	
<b>Total</b>	-
<b>Other</b> No Other expenditures are proposed in this Budget.	
<b>Total</b>	-
<b>TOTAL PROPOSED BUDGET</b>	<b>277,408</b>

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

# APPENDIX

## **PURCHASING POLICIES FOR THE LOCAL TRANSPORTATION AUTHORITY**

### **A. DEFINITIONS**

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

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

**B. PURPOSE OF CHAPTER**

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

**C. DESIGNATION OF THE PURCHASING AGENT**

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

**D. PURCHASING AGENT – POWERS AND DUTIES**

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

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

**E. DESIGNATION OF ASSISTANT PURCHASING AGENTS**

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

**F. ASSISTANT PURCHASING AGENT – POWERS AND DUTIES**

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

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



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

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

#### **G. PURCHASING METHODS AND PROCEDURES**

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

#### **H. EXCEPTIONS TO THE COMPETITIVE PROCESS**

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

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

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

**I. CONTRACTUAL PROCEDURES**

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

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

**J. PREFERENCE FOR PRODUCTS CONTAINING RECYCLED MATERIALS**

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

**K. PREFERENCE FOR LOCAL BUSINESSES**

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

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

**L. UNLAWFUL PURCHASES**

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

**M. EMERGENCY PURCHASES WITHOUT PRIOR APPROVAL**

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

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

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

**N. PROTEST PROCEDURES**

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

**O. ACCEPTANCE OF GRATUITIES**

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

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

## Policies for Amending the Local Transportation Authority's Budget

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

### 1. BUDGET TRANSFER REQUEST FORM

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

### 2. EXECUTIVE DIRECTOR APPROVAL OF BUDGET TRANSFERS

Interdepartmental transfers of less than \$50,000.

Interobject transfers of less than \$50,000.

Intraobject transfers of any amount.

### 3. BOARD APPROVAL OF BUDGET TRANSFERS

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

Transfers of revenue increases.

Interdepartmental transfers of more than \$50,000.

Interobject transfers of more than \$50,000.

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



## STAFF REPORT

### Informational

**Prepared By:** Norma Aceves, Administrative Services Specialist

**Subject:** Bus Stop Signage Upgrades

### Agenda Item No. 8

**Approved By:** Binu Abraham, Executive Director

**Meeting Date:** June 20, 2024

### Recommendation:

RECEIVE report on bus stop signage upgrades.

### Summary:

Phase 1 of the bus stop signage upgrades within the County Express service area has been completed.

### Background/Discussion:

As outlined in the LTA Short Range Transit Plan, bus stops signs are a key system identifier for the transit service, signaling the availability of transit to potential customers. San Benito LTA required upgrades to bring bus stop signs to industry standards.

LTA staff has completed Phase 1 of the bus stop signage install which includes the following:

- Updated signage- This includes larger signs, new color codes for routes, providing enhanced guidance to riders. The route stickers match the assigned route color displayed in mapping apps like Google Maps.
- Bus stop signage installation- SBCOG staff with help from the City of Hollister staff, installed signage at bus stops across the County Express service area where poles already existed. Installation included a total of 16 bus stop signs spread throughout the City of Hollister, City of San Juan Bautista, and City of Gilroy.

Phase 2 of the project will focus on installing bus stop poles and signs at additional locations along with installation of bus shelters at select locations.

This is one step of in the continued efforts by LTA to make our service more intuitive, marketable, and accessible to the public.

### Financial Impact:

The total cost of bus stop signage upgrades amounted to \$7,055, funded by the State through the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA).