

**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, December 15, 2016
3:00 P.M.

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

DIRECTORS: Chair Tony Boch, Vice Chair Ignacio Velazquez,
Anthony Botelho, and Jerry Muenzer
Alternates: City of Hollister: Mickie Luna;
San Benito County: Jaime De La Cruz; San Juan Bautista: Jim West

*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 B. Public Comment.***

3:00 P.M. CALL TO ORDER:

- A. **ACKNOWLEDGE** Certificate of Posting
- B. **PUBLIC COMMENT:** (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

1. **APPROVE** Local Transportation Authority Draft Meeting Minutes Dated November 17, 2016 – Gomez
2. **RECEIVE** Specialized Transportation/Jovenes de Antaño October 2016 Monthly Service Report – Valentine
3. **RECEIVE** County Express/MV Transportation October 2016 Monthly Operations Report – Valentine
4. **RECEIVE** Operations Performance Report for the 1st Quarter of Fiscal Year 2016/2017 – Valentine

5. **Anzar High School Bus Stop Improvement Project – Valentine**
 - a. **ADOPT** Resolution 16-05 Authorizing the Executive Director to Execute All Necessary Documents to Obtain Fiscal Year 2014/2015 Funding from the California Governor's Office of Emergency Services, and
 - b. **AUTHORIZE** Chair to Sign Authorizing Agent Forms for Fiscal Year 2014/2015
6. **APPROVE** Amendment #1 to the Contract between LTA and David Rzepinski & Associates Dated April 21, 2016 for the Completion of a Transit ITS Plan – Valentine

Adjourn to LTA Meeting on Thursday, January 19, 2017. Agenda deadline is January 3, 2017 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.

**San Benito County
LOCAL TRANSPORTATION AUTHORITY
REGULAR MEETING**

November 17, 2016 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

Chair Boch, Director Botelho, Director Gomez, and Director Muenzer

MEMBERS ABSENT:

Director Velazquez

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Transportation Planner, Veronica Lezama; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

CALL TO ORDER:

Chair Boch called the meeting to order at 3:46 p.m.

A. CERTIFICATE OF POSTING

Upon a motion duly made by Director Gomez, and seconded by Director Muenzer, the Directors unanimously acknowledged the Certificate of Posting. Vote: 4/0 motion passes.

B. PUBLIC COMMENT: None

CONSENT AGENDA:

- 1. Approve** Local Transportation Authority Draft Meeting Minutes Dated October 20, 2016 – Gomez
- 2. Receive** Specialized Transportation/Jovenes de Antaño September 2016 Monthly Service Report – Valentine
- 3. Receive** County Express/MV Transportation September 2016 Monthly Operations Report – Valentine
- 4. Adopt** Resolution 16-04 Allocating Transportation Development Act Funds for Fiscal Year 2015/2016 – Postigo

Chair Boch pulled Item 4 from Consent at the request of staff.

Upon a motion duly made by Director Muenzer, and seconded by Director Botelho, the Directors unanimously approved Items 1-3 from the Consent Agenda. Vote: 4/0 motion passes.

Regarding Item 4, Kathy Postigo noted a correction to the Resolution. She stated that the State Transit Assistance funding that was supposed to be allocated to the Local Transportation Authority was inadvertently left out of the Resolution. Instead of the \$874,571.34, the corrected amount should be \$1,096,662 for transit purposes.

There was no discussion or public comment on the Consent Agenda.

Upon a motion duly made by Director Botelho, and seconded by Director Muenzer, the Directors unanimously approved Item 4 with the noted correction. Vote: 4/0 motion passes.

REGULAR AGENDA:

5. RECEIVE Report on the Performance of the County Express Shuttle Service to the San Benito County Fair – Valentine

Transportation Planner, Regina Valentine provided a performance report on the ridership data for the County Fair shuttle service from 2013 – 2016 and asked the Board for direction regarding the possibility of continuing the service in the upcoming year.

There was discussion from the Board regarding ridership and drop off and pick-up locations at the Fair. They recommended having passenger drop off and pick up at the front Pavilion.

PUBLIC COMMENT:

Dara Tobias

San Benito Co. Fair Manager

Ms. Tobias stated that she was not aware until the weekend of the Fair that the drop off was at Gate 1. She stated that one of the changes that they discussed at the Fair level is to have passengers pay entrance fees at Gate 1 and continue their ride to the drop off location right at the center of the Fair, which would also be the pick-up location. Ms. Tobias stated that they were very grateful for the shuttle service and appreciate that the service is available to people in the community that don't drive or for those that need a safe ride home.

Ms. Tobias also mentioned that she will be having a planning session with the Fair Board in December and one of the items of discussion will include looking to see if somebody may be interested in ridership sponsorship for the day or the entire weekend. They would also like to revisit getting notices/postings up sooner on the buses to give people more opportunity to plan ahead.

After brief discussion the Board directed staff to place an item on an upcoming agenda to consider approval of shuttle service and begin promotion of the service early on.

Ms. Gilbert stated that staff would place an item on a future agenda and coordinate with the Fair as they organize the planning session with their Board.

6. RECEIVE Presentation on County Express Commuter Rail Service to Gilroy – Valentine

Regina Valentine provided a Power-Point presentation on the County Express Commuter Rail Service to Gilroy and answered questions from the Board.

Director Botelho stated concerns about availability of Transportation Development Act funding and whether the project would be cost effective.

There was no public comment or further discussion.

Upon a motion duly made by Director Gomez, and seconded by Director Botelho, the Directors unanimously adjourned the LTA meeting at 4:15 p.m. Vote:4/0 motion passes.

ADJOURN TO LTA MEETING DECEMBER 15, 2016.



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - October 2016

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	447	274.00	3,853	\$ 264.00	21
Senior Lunch	909	107.75	1,032	\$ -	21
Medical/Shopping Assistance	115	124.83	1,244	\$ 143.75	18
Total	1,471	506.58	6,129	\$ 407.75	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	64	36.75	340	\$ 43.25	5
Total	64	36.75	340	\$ 43.25	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	511	310.75	4,193	\$ 307.25	26
Senior Lunch	909	107.75	1,032	\$ -	21
Medical/Shopping Assistance	115	124.83	1,244	\$ 143.75	18
Total	1,535	543.33	6,469	\$ 451.00	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	2,037	1,409.00	18,920	\$ 612.50	98
Senior Lunch	3,677	476.75	4,392	\$ -	85
Medical/Shopping Assistance	522	461.33	4,590	\$ 612.50	72
Total	6,236	2,347.08	27,902	\$ 1,225.00	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	132239
734	172405
735	100219
736	87943
737	88583
738	62217

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	105	393
Unduplicated Passengers	78	433
Turn Downs		0
No Shows		0
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - October 2016

OUT OF COUNTY

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
10/1/2016						14	14
10/3-8/2016	20	15	21	28	20	13	117
10/10-15/2016	18	20	27	21	20	14	120
10/17-22/2016	24	16	25	15	24	11	115
10/24-29/2016	25	16	27	18	25	12	123
10/31/2016	22						22
Total	109	67	100	82	89	64	511

DONATIONS

M	T	W	TH	F	S	Total
						0
						0
					40	40
				264		264
					3.25	3.25
						0
0	0	0	0	264	43.3	307.25

REVENUE HOURS

M	T	W	TH	F	S	Total
7	14	16	15.3	14.5	7.25	7.25
8	15.5	7.75	17.5	10.3	7.5	7.4
11	14.5	16	10.8	13.5	7.25	7.3
12	15	13.3	15	13.8	7.25	76.25
13.5						13.5
51.5	59	53	58.5	52	36.8	310.75

REVENUE MILES

M	T	W	TH	F	S	Total
64	161	230	264	201	65	66
70	287	237	266	150	75	985
113	193	230	168	169	67	940
111	142	229	223	201	67	973
144						144
502	783	926	921	721	340	4193

SENIOR LUNCH

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
10/1/2016						0
10/3-8/2016	47	39	46	41	41	214
10/10-15/2016	44	49	40	51	45	229
10/17-22/2016	40	43	42	48	43	216
10/24-29/2016	46	37	37	43	42	205
10/31/2016	45					45
Total	222	168	165	183	171	909

DONATIONS

M	T	W	TH	F	Total
					0
					0
					0
					0
					0
0	0	0	0	0	0

REVENUE HOURS

M	T	W	TH	F	Total
5.75	6	6	6.75	6.25	30.75
6	5.75	0	5.75	4.75	22.25
6.25	7	6	6.5	25.75	
5.75	6.25		5.75	5.75	23.5
5.5					5.5
23	24.25	13	24.3	23.3	107.75

REVENUE MILES

M	T	W	TH	F	Total
50	52	47	50	48	247
54	49	40	51	45	239
53	53	57	51	45	259
49	46	50	48	49	242
45					45
251	200	194	200	187	1032

MEDICAL/SHOPPING ASSISTANCE

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
10/1/2016						0
10/3-8/2016	6	8	4	14	6	38
10/10-15/2016	2	6	8	4	8	28
10/17-22/2016	4	4	6	6	6	14
10/24-29/2016	6	6	6	10	4	26
10/31/2016	9					9
Total	21	24	18	34	18	115

FARES

M	T	W	TH	F	Total
7.5	10	5	17.5	7.5	47.5
2.5	7.5	10	5	10	35
5	5	5	7.5		17.5
7.5	7.5	7.5	12.5	5	32.5
11.3	30	22.5	42.5	22.5	11.25
26.3					143.75

REVENUE HOURS

M	T	W	TH	F	Total
8	7.25	4	8.5	4.75	32.5
3.5	7	12.8	5	6	34.25
11	4.75		5		20.75
7	5.75	12.5	7.08	5	30.33
29.5	24.75	29.3	25.6	15.8	7
					124.83

REVENUE MILES

M	T	W	TH	F	Total
136	61	27	104	71	399
22	45	138	34	60	299
43	52		92		187
65	62	65	144	23	294
266	220	230	374	154	1244

October 2016
San Benito County Express Monthly Operations Report
 Operated by MV transportation

Year to Year comparison

	2016	2015
Passengers Per Hour		
Dial a Ride/Paratransit	4.27	3.56
Fixed Route Service	6.15	5.73
Gavilan Service	10.98	11.88
Caltrain Service	5.14	7.01
Greyhound Service	3.61	3.88
Total Passengers	11,734	11,674
Total Revenue Hours	2054.48	2,068.43
Passengers per Hour	5.71	5.64
Lift Trips	185	177
No Shows	61	104
Cancellations	214	629

WEEKDAYS October 2016

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,265	26	293.25		\$ 780.40	\$ 545.50	\$ 132.00	21	\$ 12,950.80
Paratransit	1,498	80	632.27	13,203	\$ 2,341.22	\$ 1,636.50	\$ 396.00	21	\$ 27,922.94
Fixed Route	3,038	18	496.88	5,615	\$ 1,561.45	\$ 270.50	\$ 110.00	21	\$ 21,943.71
Gavilan	3,414	0	310.86	6,993	\$ 3,714.32	\$ 1,036.10	\$ -	21	\$ 13,728.51
Caltrain	1,137	0	220.88	5,626	\$ 1,670.61	\$ 172.00	\$ -	21	\$ 9,754.72
Total	11,352	124	1,954.14	31,437	\$ 10,068.00	\$ 3,660.60	\$ 638.00	105	\$ 86,300.68

SATURDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	89	0	20.58	306	\$ 137.65	\$ 2.20	\$ -	5	\$ 908.87
Greyhound	137	0	32.40	970	\$ 222.51	\$ 3.60	\$ -	5	\$ 1,430.88
Total	226	0	52.98	1,276	\$ 360.16	\$ 5.80	\$ -	10	\$ 2,339.76

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	\$ -	Service Days	Invoiced
Dial-A-Ride	51	86	12.73	239	\$ 77.15	\$ 22.00	\$ -	5	\$ 562.19
Greyhound	105	0	34.63	968	\$ 162.19	\$ 3.60	\$ -	5	\$ 1,529.36
Total	156	86	47.36	1,207	\$ 239.34	\$ 25.60	\$ -	10	\$ 2,091.56

MONTH

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,405	112	326.56	545	\$ 995.20	\$ 569.70	\$ 132.00	31	\$ 14,421.87
Paratransit	1,498	80	632.27	13,203	\$ 2,341.22	\$ 1,636.50	\$ 396.00	21	\$ 27,922.94
Fixed Route	3,038	18	496.88	5,615	\$ 1,561.45	\$ 270.50	\$ 110.00	21	\$ 21,943.71
Gavilan	3,414	0	310.86	6,993	\$ 3,714.32	\$ 1,036.10	\$ -	21	\$ 13,728.51
Caltrain	1,137	0	220.88	5,626	\$ 1,670.61	\$ 172.00	\$ -	21	\$ 9,754.72
Greyhound	242	0	67.03	1,938	\$ 384.70	\$ 7.20	\$ -	10	\$ 2,960.25
Total	11,734	210	2,054.48	33,920	\$ 10,667.50	\$ 3,692.00	\$ 638.00		\$ 90,732.00

FISCAL YEAR TO DATE

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	7,739	200	1,241.91	1,966	\$ 3,673.69	\$ 1,935.82	\$ 396.00	121	\$ 54,846.47
Paratransit	6,249	202	2,455.35	50,567	\$ 8,683.65	\$ 5,471.18	\$ 1,188.00	85	\$ 108,435.62
Fixed Route	9,540	84	1,803.94	20,485	\$ 5,149.06	\$ 976.00	\$ 195.00	85	\$ 79,667.41
Gavilan	9,616	0	999.43	22,260	\$ 10,024.56	\$ 3,275.00	\$ 198.00	85	\$ 44,137.83
Caltrain	4,366	0	774.61	20,124	\$ 6,578.93	\$ 573.30	\$ -	85	\$ 34,209.10
Greyhound	784	0	243.48	6,256	\$ 1,256.83	\$ 42.70	\$ -	36	\$ 10,752.80
Total	38,295	486	7,518.72	121,658	\$ 35,366.72	\$ 12,274.00	\$ 1,977.00	0	\$ 332,049.23

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	185	694
Turn Downs	0	0
No Shows	61	283
Cancellations	214	854
Employee Hours	2,198	9,264
Vehicles - Midday	7	
Vehicles - Peak	8	

NOTES

Greyhound Bikes = 0 Gavilan Bikes= 39 Caltrain Bikes = 15
Fixed Route = 1

FIXED ROUTE PASSENGER CT

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-Oct						
2-Oct						
3-Oct	19	55	40	5	14	133
4-Oct	22	58	64	4	13	161
5-Oct	18	60	61	2	15	156
6-Oct	20	63	65	11	18	177
7-Oct	16	44	59	2	14	135
8-Oct						
9-Oct						
10-Oct	26	60	60	3	15	164
11-Oct	25	54	70	2	10	161
12-Oct	15	58	63	6	15	157
13-Oct	19	58	50	6	15	148
14-Oct	15	64	64	4	13	160
15-Oct						
16-Oct						
17-Oct	21	57	55	0	13	146
18-Oct	18	43	55	4	10	130
19-Oct	15	51	62	4	9	141
20-Oct	19	52	56	1	19	147
21-Oct	24	37	57	1	14	133
22-Oct						
23-Oct						
24-Oct	20	46	54	1	13	134
25-Oct	21	56	58	5	16	156
26-Oct	23	69	65	1	12	170
27-Oct	21	44	51	4	18	138
28-Oct	16	28	33	2	0	79
29-Oct						
30-Oct						
31-Oct	13	46	58	3	10	130
TOTALS	406	1103	1200	71	276	3056
DAILY						
AVERAG						
E	19	53	57	3	13	146

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: December 15, 2016
Subject: Quarterly Operations Performance Report

Recommendation:

RECEIVE Operations Performance Report for the 1st Quarter of Fiscal Year 2016/2017.

Summary:

The Operations Performance Report analyzes all public transportation services that the Local Transportation Authority (LTA) administers and operates for San Benito County. LTA contracts with MV Transportation, Inc. for public transit operations (County Express) and Jovenes de Antaño for specialized transportation.

Financial Considerations:

LTA provides fuel and vehicle maintenance for County Express operations and vehicle maintenance for specialized transportation operations. The table below shows operations costs and the percentage of the approved budget.

	Expended for 1 st Quarter	Expended Year-to-Date	% of Budget Expended to Date
Fuel	\$29,642.71	\$29,642.71	18.53%
Other Materials and Supplies	\$15,003.93	\$15,003.93	17.04%
Maintenance Labor	\$12,221.25	\$12,221.25	19.02%
Contracted Services	\$306,252.23	\$306,252.23	23.11%
Operators Salaries and Wages	\$29,032.35	\$29,032.35	16.06%

Background:

The Operations Performance Report typically compares a single quarter in the current and previous fiscal year. The report contains system-wide, individual service, and fiscal year-to-date information for the current and previous fiscal year.

Staff Analysis:

County Express

During the 1st Quarter of Fiscal Year 2016/2017 County Express experienced a 7.59% decrease in ridership (n = 26,837) from the 1st Quarter of FY 2015/2016 (n = 29,041). Total operational costs increased by 3.69% in the 1st Quarter of FY 2016/2017 compared to FY 2015/2016, \$314,975.56 and \$303,765.57 respectively.

Specialized Transportation

Compared to the 1st Quarter of FY 2015/2016 to FY 2016/2017, Specialized Transportation experienced an increase in ridership and in operational costs. Ridership increased 37.42% (4,701 passengers), while operational costs totaled \$76,682.31, an increase of 51.19% in part due to the hourly rate increase approved by the LTA Board at the October 2016 meeting.

Executive Director Review: _____

Counsel Review: N/A

Attachment: County Express and Specialized Transportation Operations Performance Report

COUNTY EXPRESS AND SPECIALIZED TRANSPORTATION OPERATIONS PERFORMANCE REPORT

Fiscal Year 2016/2017

First Quarter Report
July 2016 – September 2016

San Benito County
Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, CA 95023
831.637.7665
www.SanBenitoCountyExpress.org

December 2016



Transit and Specialized Transportation Operations Performance Report

Fiscal Year 2016/2017 – First Quarter

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Executive Summary

County Express

During the 1st Quarter of Fiscal Year 2016/2017 County Express experienced a 7.59% decrease in ridership (n = 26,837) from the 1st Quarter of FY 2015/2016 (n = 29,041). Total operational costs increased by 3.69% in the 1st Quarter of FY 2016/2017 compared to FY 2015/2016, \$314,975.56 and \$303,765.57 respectively.

Specialized Transportation

Compared to the 1st Quarter of FY 2015/2016 to FY 2016/2017, Specialized Transportation experienced an increase in ridership and in operational costs. Ridership increased 37.42% (4,701 passengers), while operational costs totaled \$76,682.31, an increase of 51.19% in part due to the hourly rate increase approved by the LTA Board at the October 2016 meeting.

Financial Impact

Table 1 shows a breakdown of the operational expenses and percent expended of the approved budget.

	Expended for 1 st Quarter	Expended Year-to-Date	% of Budget Expended to Date
Fuel	\$29,642.71	\$29,642.71	18.53%
Other Materials and Supplies	\$15,003.93	\$15,003.93	17.04%
Maintenance Labor	\$12,221.25	\$12,221.25	19.02%
Contracted Services	\$306,252.23	\$306,252.23	23.11%
Operators Salaries and Wages	\$29,032.35	\$29,032.35	16.06%

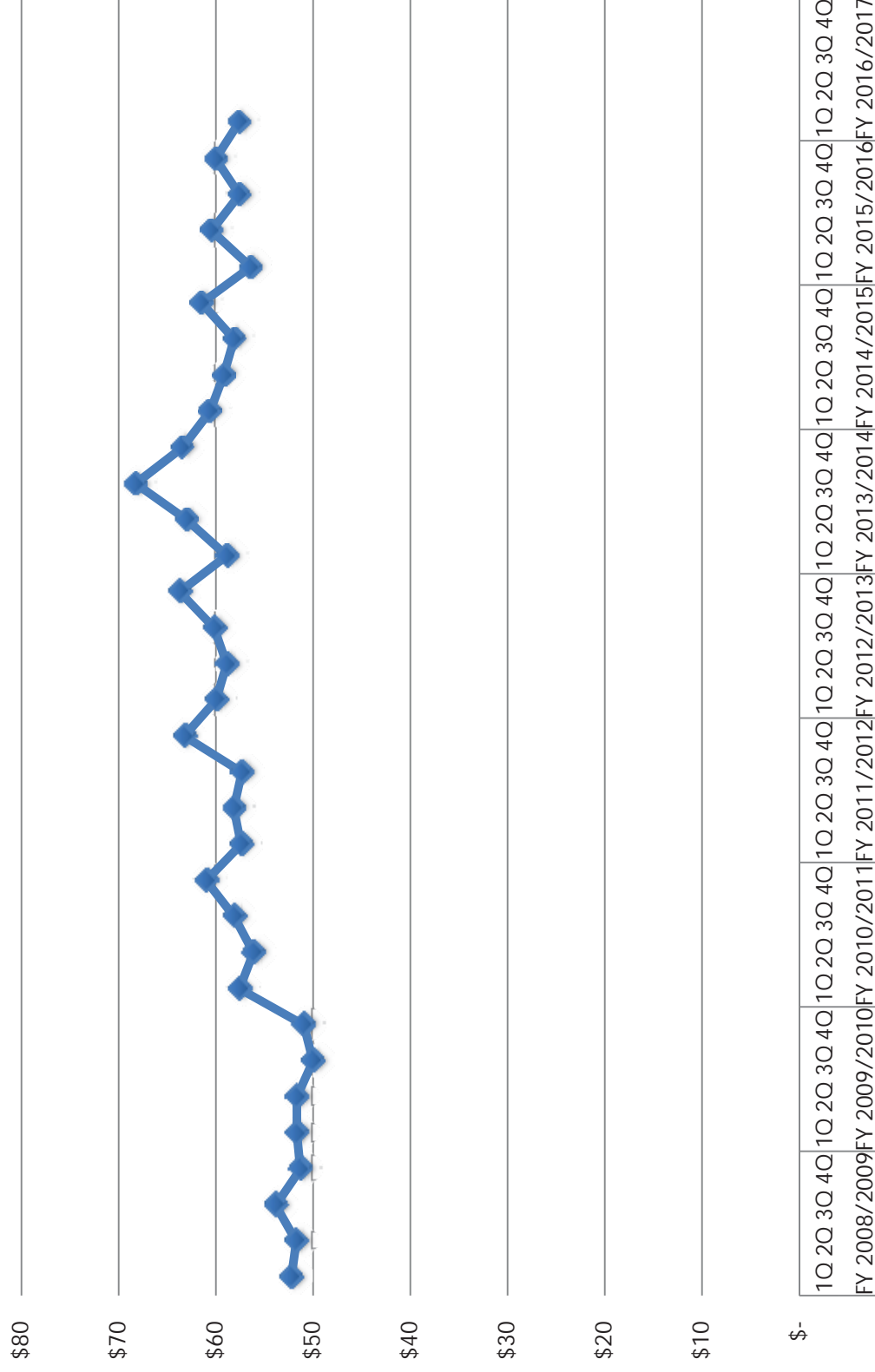
Notable Events of Fiscal Year 2016-2017

Date	Event
September 2016	California Average: \$2.803 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov).
September 29 – 30, 2016	County Express offered free shuttle service to the San Benito County Fair.
September 29, 2016	Two large commuter buses funded by Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) monies were delivered.
September 28 – 29, 2016	County Express rider surveys were administered to solicit public input on technology improvements to include in the Transit ITS Plan.
September 6, 2016	Using Low Carbon Transit Operations Program funds, additional Intercounty runs to the Gilroy Transit Center were added to help riders connect with regional commuter services.
August 2016	California Average: \$2.745 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov).
August 29, 2016	Regular Intercounty service began to coincide with the first day of instruction for Gavilan Community College.
August 22, 2016	Regular Fixed Route service began to coincide with the first day of instruction for the Hollister School District.
July 2016	California Average: \$2.911 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov).
July 28, 2016	Four buses funded by Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA) monies were delivered.
July 1 – 4, 2016	Limited and special service schedule was provided to accommodate the Hollister Freedom Rally and the 4 th of July Holiday.

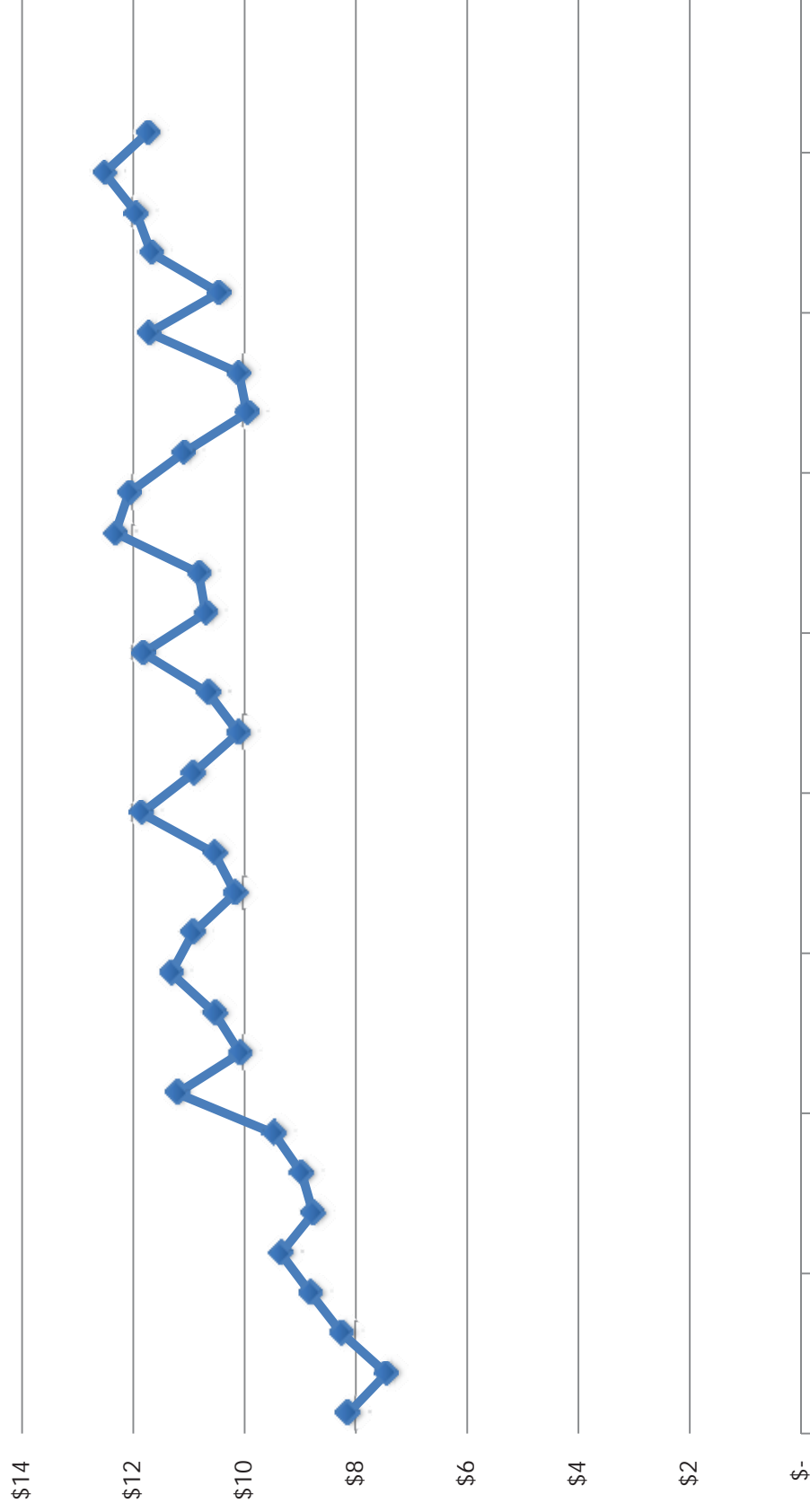
Performance Indicators

County Express		FY 15/16 1st Quarter	FY 16/17 1st Quarter	% Change
Ridership	Fixed Route	6,332	6,568	3.73%
	Dial-A-Ride	3,951	5,422	37.23%
	Paratransit	8,481	4,873	-42.54%
	Intercounty	10,277	9,974	-2.95%
	System-Wide	29,041	26,837	-7.59%
Revenue Service Hours	Fixed Route	1,300.02	1,307.06	0.54%
	Dial-A-Ride	978.80	915.35	-6.48%
	Paratransit	1,753.54	1,823.08	3.97%
	Intercounty	1,351.73	1,418.75	4.96%
	System-Wide	5,384.09	5,464.24	1.49%
Passengers Per Revenue Hour	Fixed Route	4.87	5.03	3.17%
	Dial-A-Ride	4.04	5.92	46.74%
	Paratransit	4.84	2.67	-44.73%
	Intercounty	7.60	7.03	-7.53%
	System-Wide	5.39	4.91	-8.94%
Cost Per Revenue Hour	Fixed Route	\$56.42	\$57.61	2.11%
	Dial-A-Ride	\$56.43	\$57.64	2.14%
	Paratransit	\$56.42	\$57.63	2.14%
	Intercounty	\$56.40	\$57.69	2.29%
	System-Wide	\$56.42	\$57.64	2.16%
Cost Per Passenger	Fixed Route	\$11.58	\$11.46	-1.04%
	Dial-A-Ride	\$13.98	\$9.73	-30.40%
	Paratransit	\$11.67	\$21.56	84.75%
	Intercounty	\$7.42	\$8.21	10.65%
	System-Wide	\$10.46	\$11.74	12.24%
Operations Costs	Fuel	\$36,267.53	\$29,642.71	-18.27%
	Other Materials and Supplies	\$10,270.45	\$13,075.42	27.31%
	Maintenance	\$12,729.70	\$9,165.93	-28.00%
	Purchased Transportation	\$225,679.53	\$241,317.23	6.93%
	Operators Salaries and Wages	\$18,818.36	\$21,774.27	15.71%
Farebox Recovery	Fixed Route	11.34%	11.63%	2.56%
	Dial-A-Ride	9.27%	13.61%	46.82%
	Paratransit	11.45%	6.09%	-46.81%
	Intercounty	16.30%	14.77%	-9.39%
	System-Wide	12.63%	11.35%	-10.13%

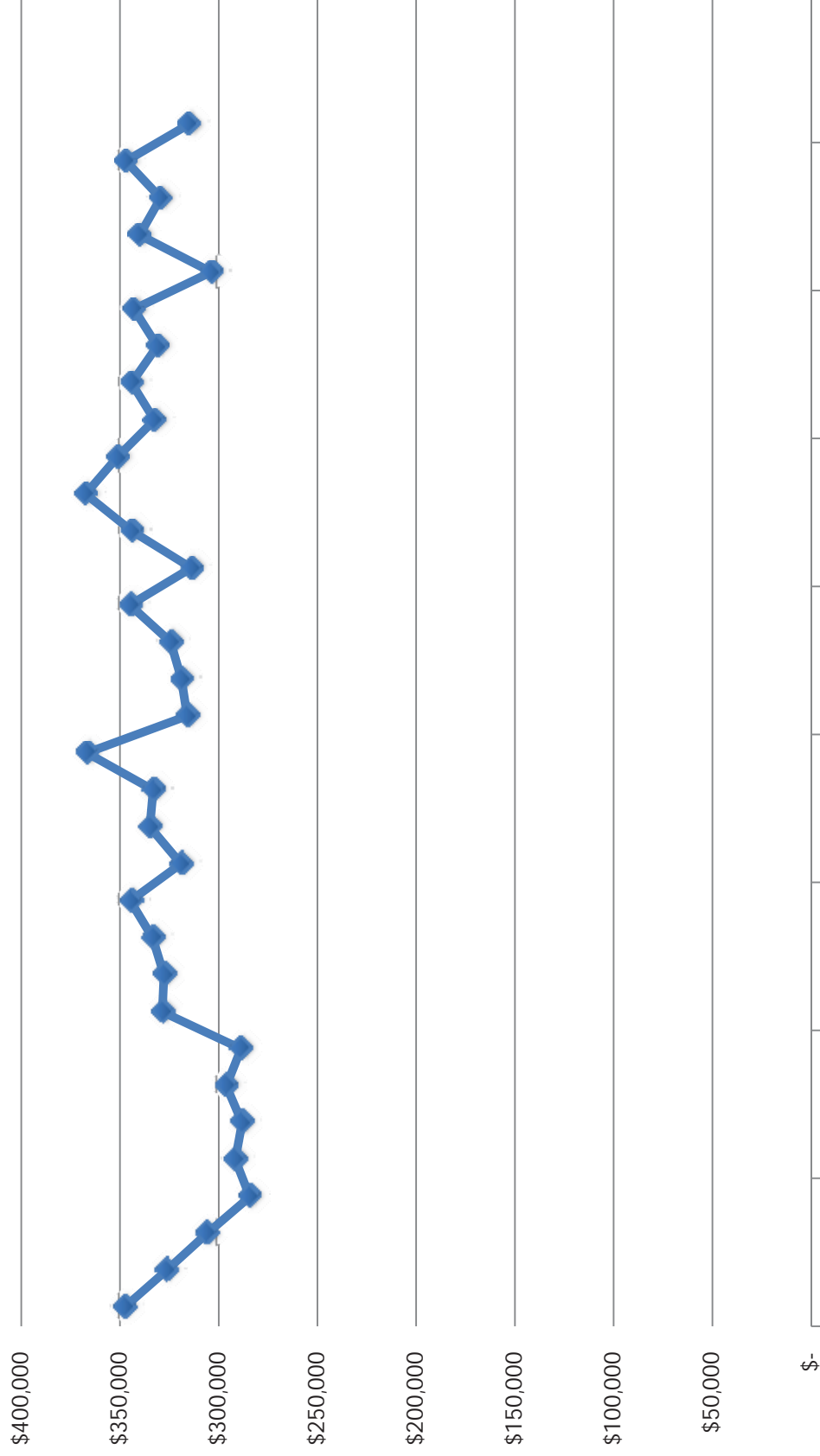
Cost per Vehicle Revenue Hour



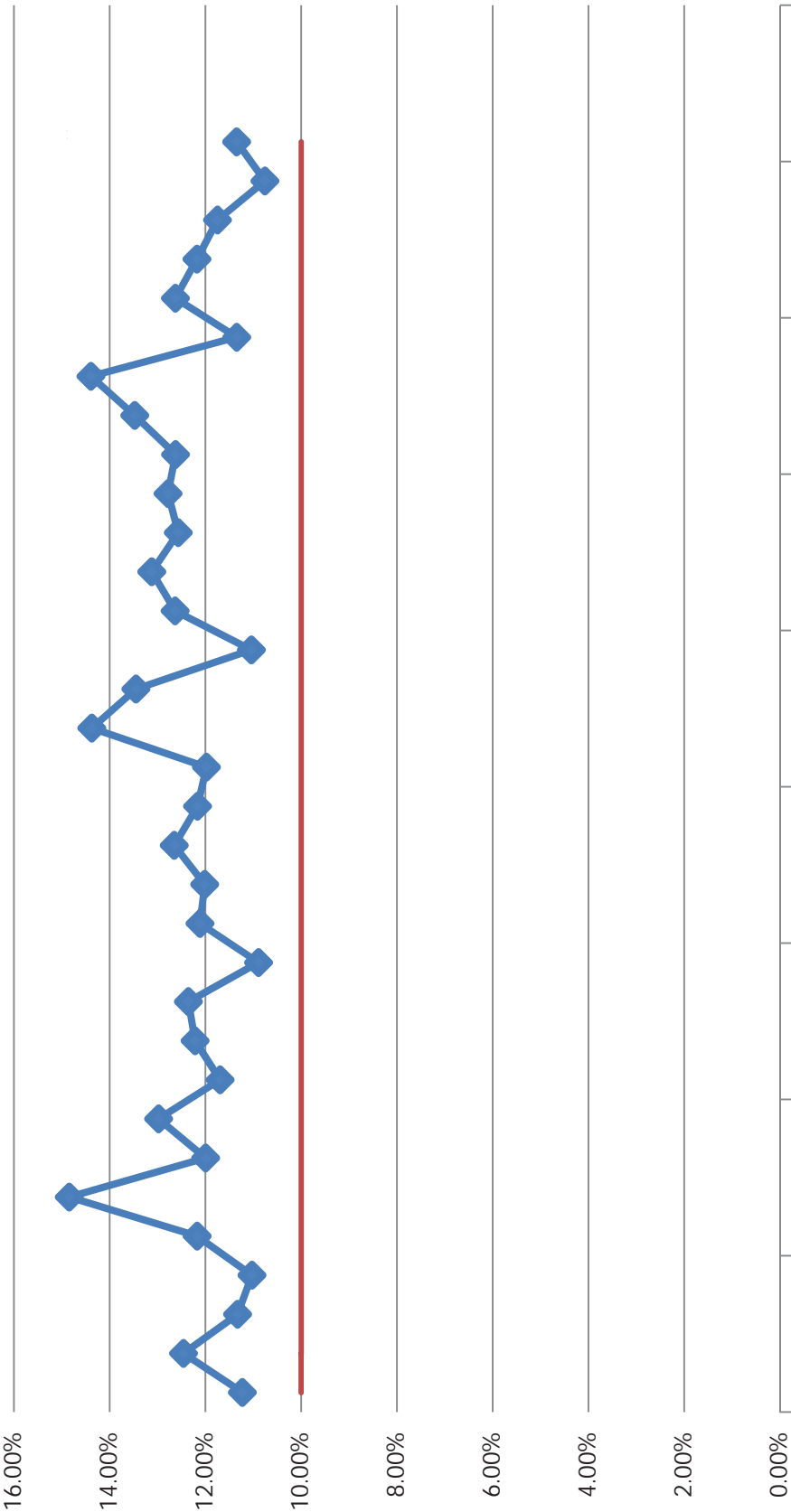
Cost per Passenger



Operational Costs



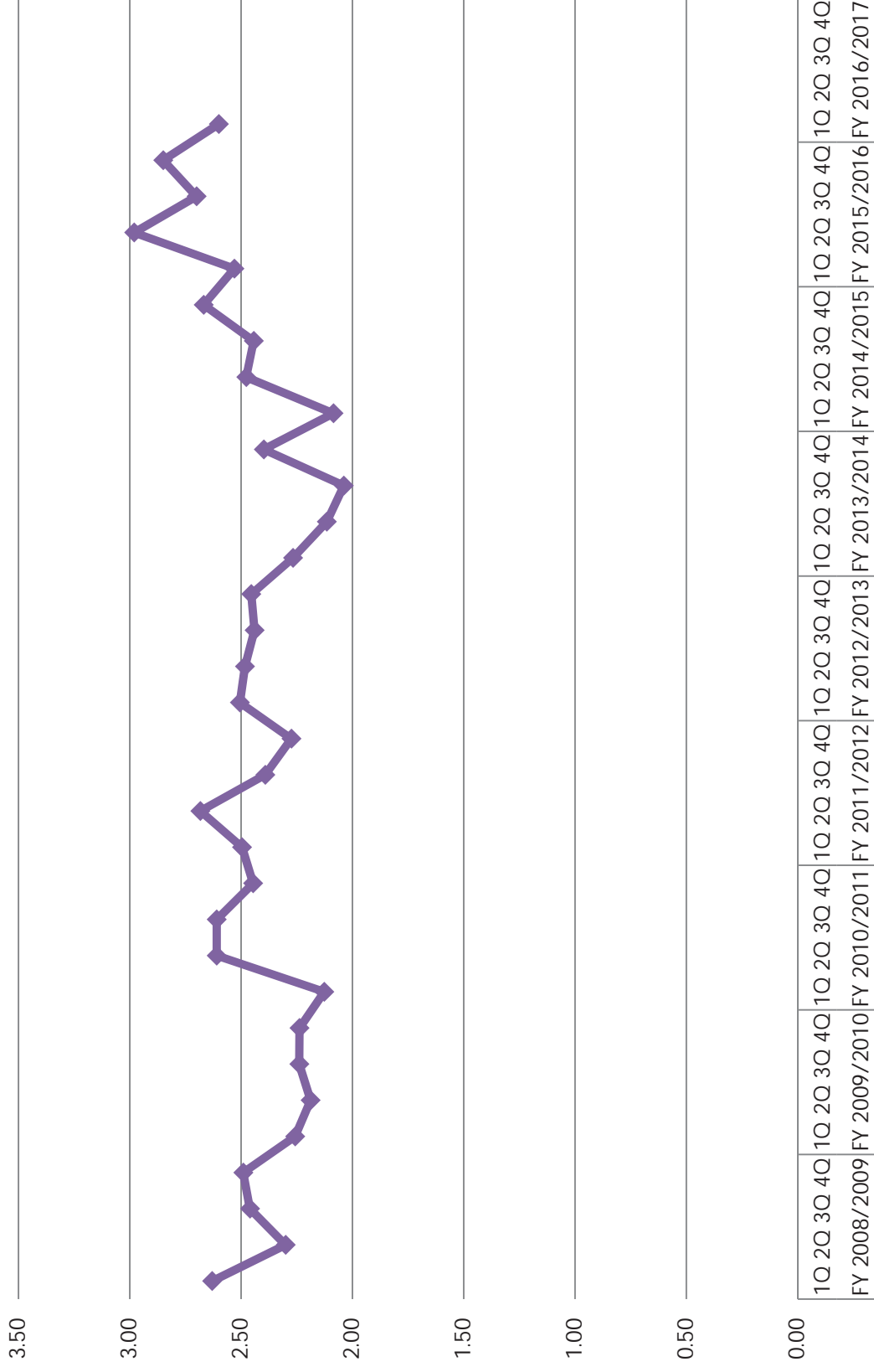
Farebox Recovery



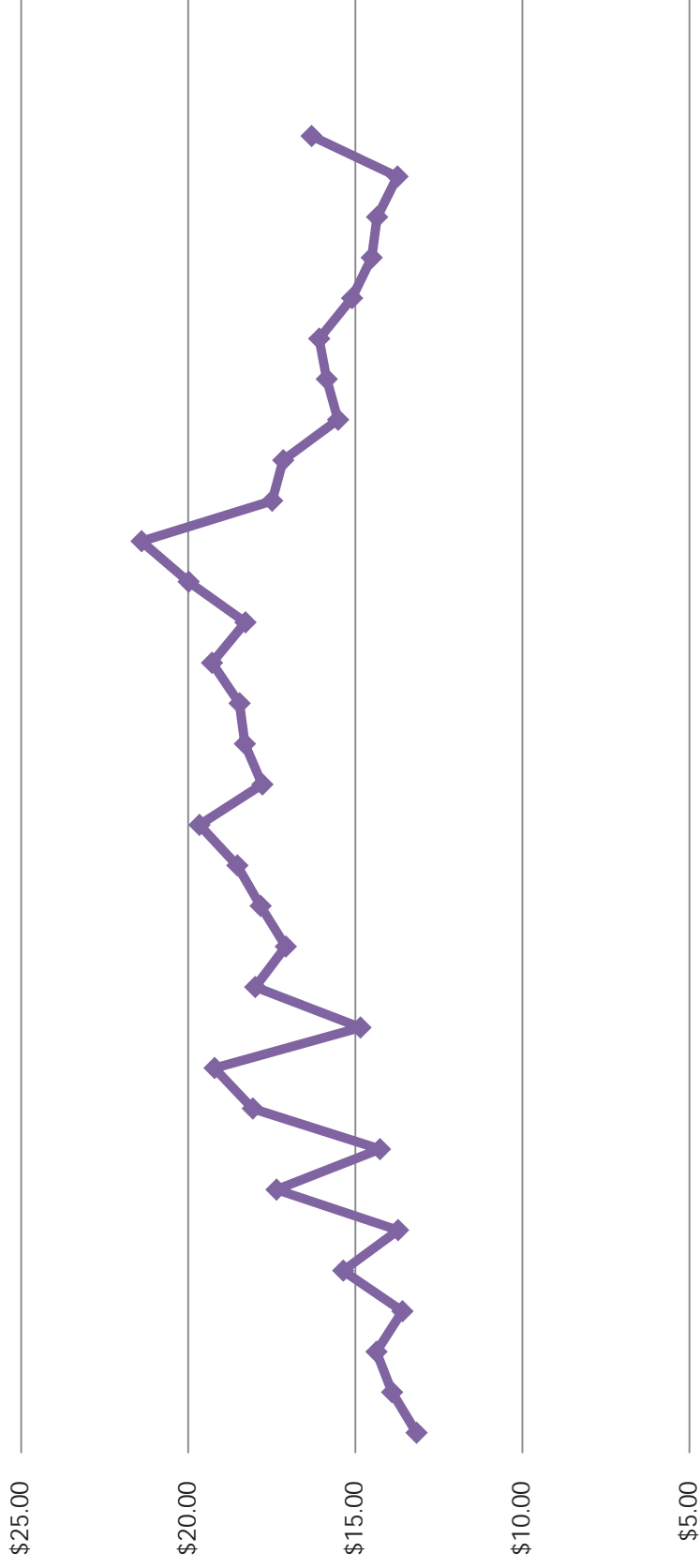
Performance Indicators#

Specialized Transportation		FY 15/16 1st Quarter	FY 16/17 1st Quarter	% Change
Ridership	OOCMT	1,205	1,526	26.64%
	Senior Lunch	2,049	2,768	35.09%
	MSAP	167	407	143.71%
	System-Wide	3,421	4,701	37.42%
Revenue Service Hours	OOCMT	782.58	1,098.75	40.40%
	Senior Lunch	356.75	369.50	3.57%
	MSAP	212.50	336.50	58.35%
	System-Wide	1,351.83	1,804.75	33.50%
Passengers Per Revenue Hour	OOCMT	1.54	1.39	-9.80%
	Senior Lunch	5.74	7.49	30.43%
	MSAP	0.79	1.21	53.90%
	System-Wide	2.53	2.60	2.93%
Cost Per Revenue Hour	OOCMT	\$37.56	\$39.47	5.09%
	Senior Lunch	\$38.02	\$54.62	43.66%
	MSAP	\$36.53	\$39.03	6.84%
	System-Wide	\$37.52	\$42.49	13.25%
Cost Per Passenger	OOCMT	\$24.39	\$28.42	16.51%
	Senior Lunch	\$6.62	\$7.29	10.15%
	MSAP	\$46.49	\$32.27	-30.58%
	System-Wide	\$14.83	\$16.31	10.03%
Operations Costs	Other Materials and Supplies	\$3,068.31	\$1,928.51	-37.15%
	Maintenance Labor	\$3,959.22	\$3,055.32	-22.83%
	Contracted Services	\$39,946.58	\$64,935.00	62.55%
	Operator Salaries and Wages	\$5,107.86	\$7,258.08	42.10%
Farebox Recovery	OOCMT	1.08%	0.70%	-34.69%
	MSAP	2.68%	3.57%	33.21%
	System-Wide	1.03%	1.01%	-2.44%

Passenger per Hour



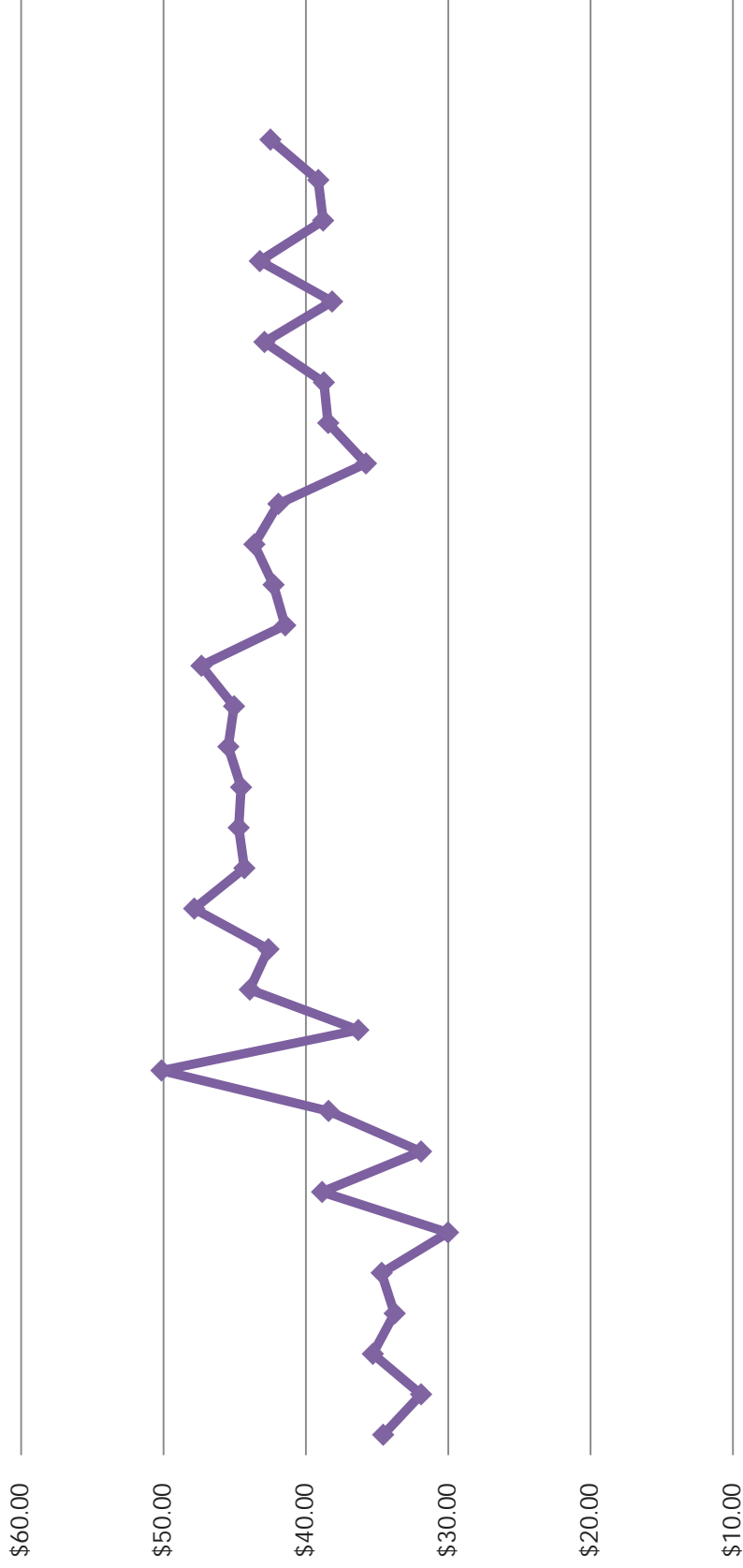
Cost per Passenger



\$-

1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
FY 2008/2009	FY 2009/2010	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	FY 2016/2017											

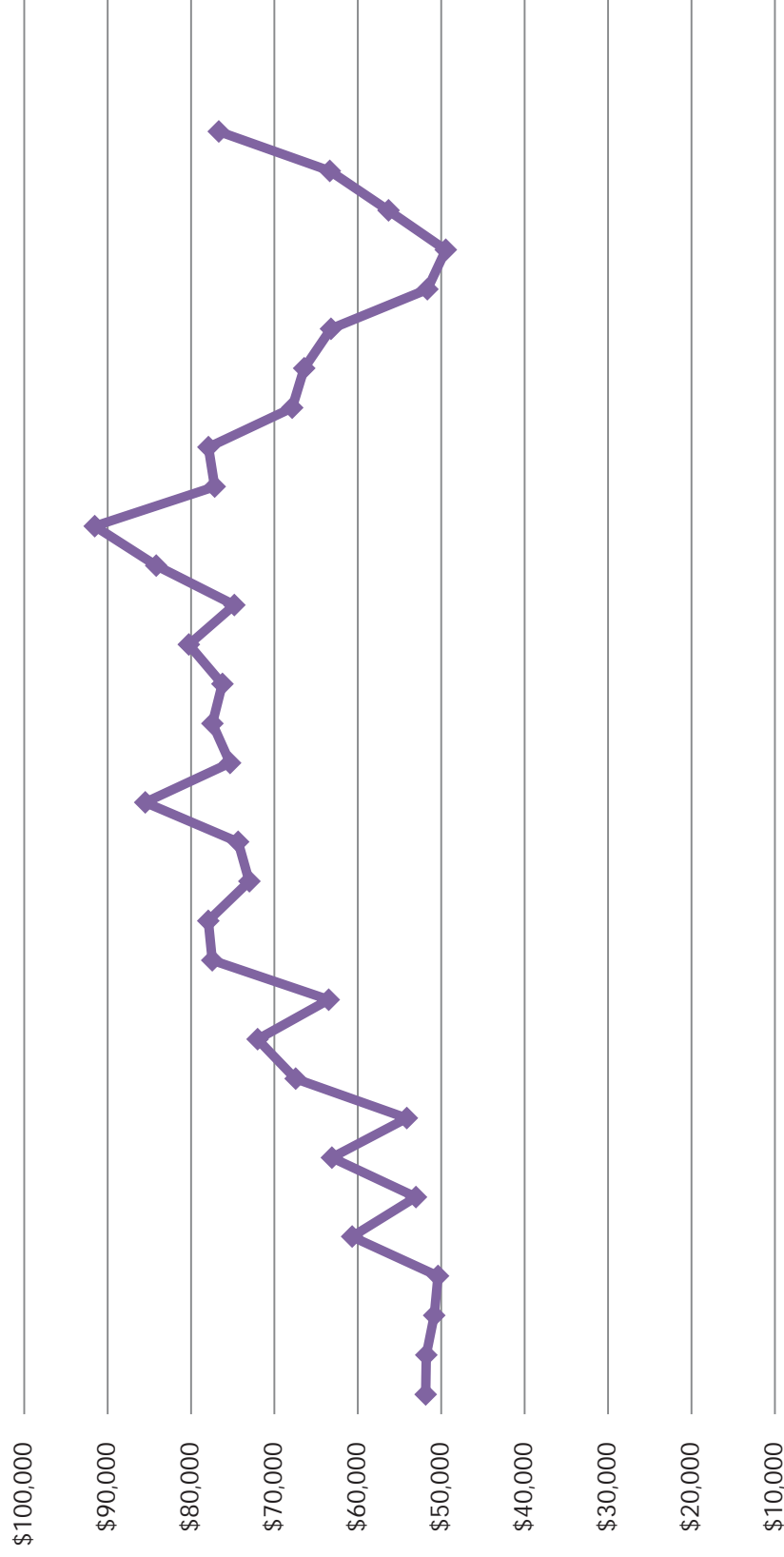
Cost per Revenue Service Hour



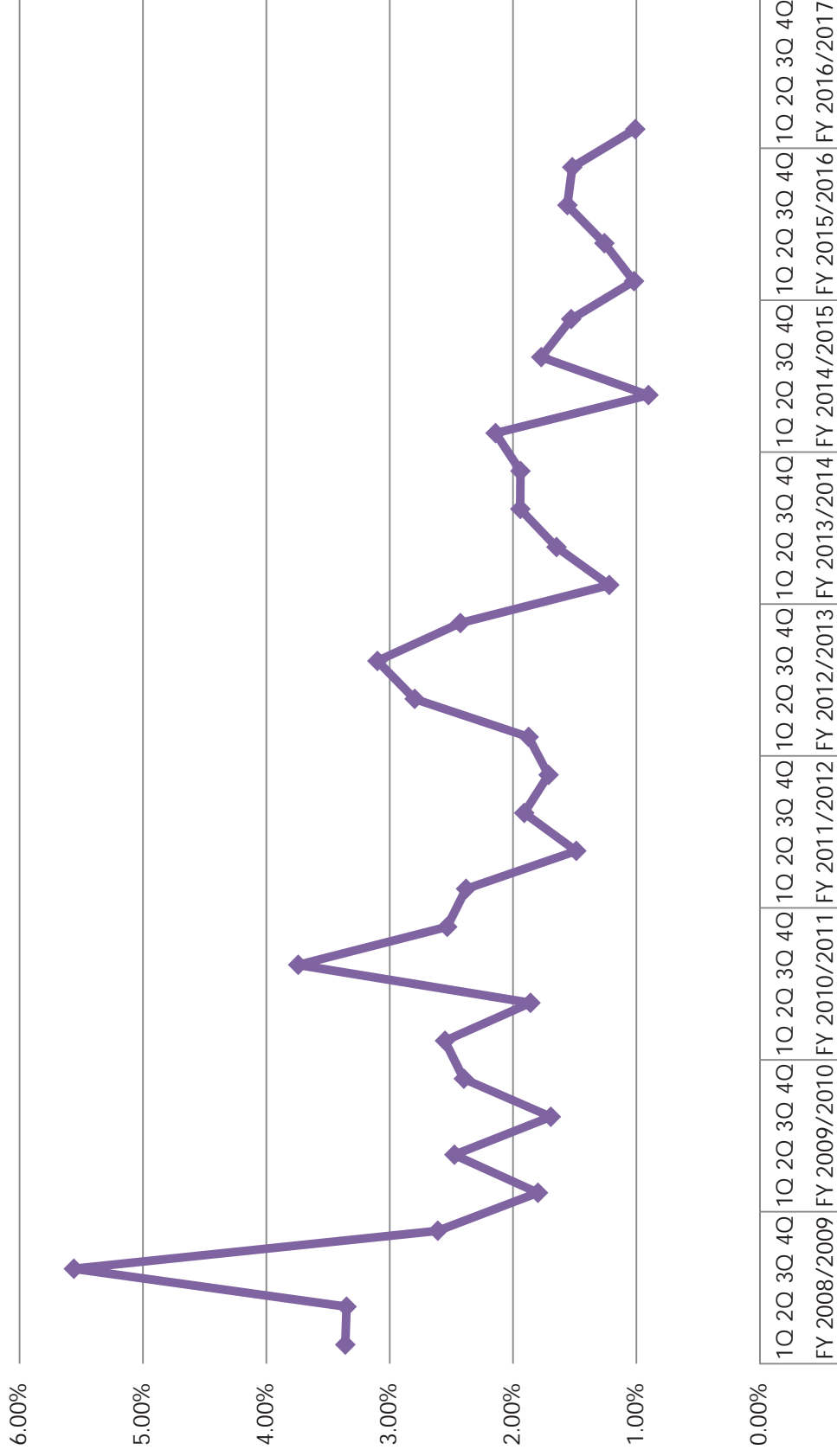
\$-

1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
FY 2008/2009	FY 2009/2010	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	FY 2016/2017											

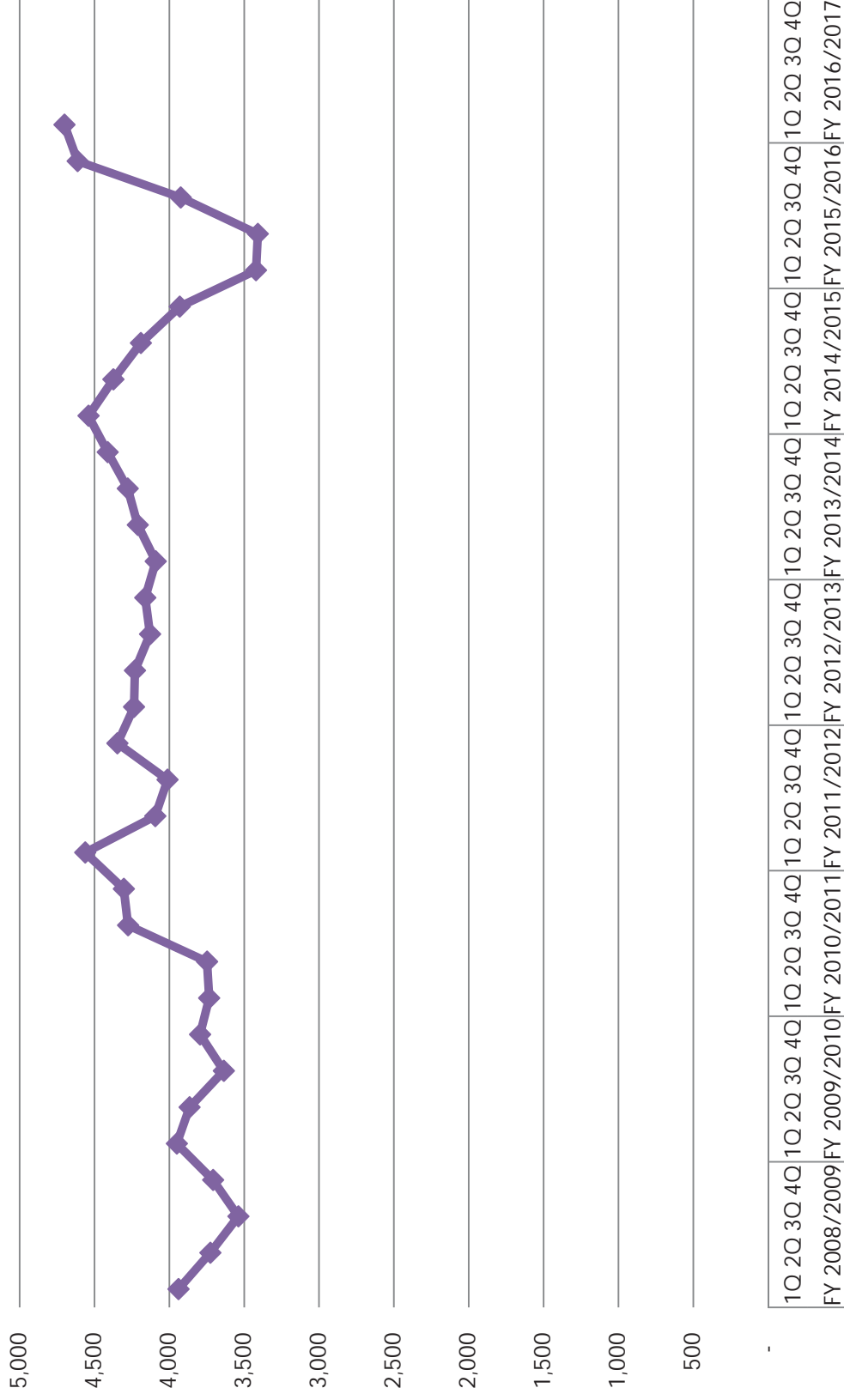
Operational Costs



Farebox Recovery



Ridership



Glossary

Term	Definition
Contracted Services	County Express and Specialized Transportation dispatch, drivers, and management are currently contracted out to MV Transportation, Inc. and Jovenes de Antaño. Contracts with both organizations are set to expire December 31, 2017.
Cost Per Revenue Service Hour	<p>Measures the cost effectiveness of the service or route by the corresponding operational costs. Operations costs include fuel, maintenance, and contract services.</p> $\frac{\text{Fuel + Other Materials \& Supplies + Maintenance + Contracted Services + Operator Salaries \& Wages}}{\text{Total Revenue Service Hours}} = \text{Cost Per Revenue Service Hour}$
Cost Per Passenger	<p>Measures the cost effectiveness of the service or route by the corresponding passengers. Operations costs include fuel, other materials and supplies, maintenance, contract services and operator salaries and wages.</p> $\frac{\text{Fuel + Other Materials \& Supplies + Maintenance + Contracted Services + Operator Salaries \& Wages}}{\text{Total Passengers}} = \text{Cost Per Passenger}$
Farebox Recovery	<p>Effectiveness measure capturing the percentage of system operating expenses recovered by fare revenue. The equation for calculating the farebox recovery ratio is:</p> $\frac{\text{Passenger Cash Fares + Token Sales + Monthly Pass Sales + Advertising Revenue}}{\text{Fuel + Other Materials \& Supplies + Maintenance + Contracted Services + Operator Salaries \& Wages}} = \text{Farebox Recovery}$
Maintenance Labor	Operational cost of in-house maintenance staff
MSAP	Medical Shopping Assistance Program is for San Benito County seniors and persons with disabilities that need escort and/or translation services at the grocery store, bank, and at doctor's appointments. The fare is \$1.25 one-way.
No-Show	A customer who did not call ahead to cancel a scheduled trip on Dial-A-Ride and Paratransit service. Vehicle arrives on site and customer is not there for pickup.
OOCMT	Out-of-County Non-Emergency Medical Transportation for San Benito County seniors and persons with disabilities who need medical treatment not available in the County. Service area ranges from Salinas to Palo Alto. The fare is a zone-based fare that ranges from \$2.00 to \$5.00 one-way.
On-Time Performance	Evaluates timeliness of services. Takes into account early, late, and missed departures on all services.
Operational Cost	<p>County Express total costs include fuel, maintenance, the payments made to MV Transportation, Inc., for operations management services, and the project administration cost by the Local Transportation Authority.</p> <p>Specialized Transportation total costs include maintenance, payments made to Jovenes de Antaño, for operations management services, and the project administration cost by the Local Transportation Authority</p>

Term	Definition
Operators Salaries and Wages	Operational cost that includes project administration. Cost of dispatchers, drivers, and management are not included in this category as they are currently contracted through MV Transportation, Inc. and Jovenes de Antaño (see Contracted Services).
Other Materials and Supplies	Operational cost that includes vehicle parts, outside labor, insurance, maintenance and office supplies, cell phone service, legal fees, and etc.
Passengers per Revenue Service Hour	Measures productivity of service or route by the number of passengers served per hour per vehicle. The passengers per revenue service hour is calculated as: $\frac{\text{Total Passengers}}{\text{Total Revenue Service Hours}} = \text{Passengers per Revenue Service Hour}$
Productivity	Measured by passengers per revenue service hour to gauge service efficiency. The passengers per revenue service hour is calculated as: $\frac{\text{Total Passengers}}{\text{Total Revenue Service Hours}} = \text{Passengers per Revenue Service Hour}$
Preventable Incidents with Injury	An avoidable incident (i.e. poor mobility device securement).
Preventable Vehicle Accidents	An avoidable accident (i.e. driver error).
Ridership	Number of one-way passenger trips
Revenue Service Hour	Fixed Route and Intercounty: Time between first printed stop to last printed stop on schedule. Dial-A-Ride and Paratransit: Time between pick-up and drop-off of clients. Does not include idle time or travel time with empty vehicle.
Senior Lunch	Transportation to and from the Senior Lunch Program at the community center in the City of Hollister. There is no fare for this service.
Service Refusal	Service availability cannot be negotiated because of service overload and customer request (i.e. Ride not available because client calls for a ride within 30 minutes).
Total Cost	See Operational Cost

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: December 15, 2016
Subject: Anzar High School Bus Stop Improvement Project

Recommendation:

- a. **ADOPT** Resolution 16-05 Authorizing the Executive Director to Execute All Necessary Documents to Obtain Fiscal Year 2014/2015 Funding from the California Governor's Office of Emergency Services
- b. **AUTHORIZE** Chair to Sign Authorizing Agent Forms for Fiscal Year 2014/2015

Summary:

The Local Transportation Authority (LTA) has a project that is eligible to receive funding from the California Governor's Office of Emergency Services (CalOES).

Financial Impact:

There is a total of \$46,712 available for the San Benito County Local Transportation Authority's project.

Background:

The LTA Board has previously authorized staff to submit applications for funds from the California Transit Security Grant Program – California Transit Assistance Fund (CTSGP – CTAF) for upgrading radio systems, new fencing around the transit maintenance and County Public Works Yard, fareboxes, and bus stop improvements at Abbe Park in San Juan Bautista. The source of this funding is the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, also known as Proposition 1B. The CTSGP – CTAF funds can only be used for transit system safety, security and disaster response projects. Staff is proposing to use the funds to improve the Anzar High School bus stop in San Juan Bautista.

Staff Analysis:

The bus stop at Anzar High School currently consists of a wooden post without seating. As described in the Bus Stop Improvement Plan that came before the Board in June 2016, bus stop improvements at Anzar High School would provide a functional and visible location to increase the security comfort of passengers. A bus shelter with anti-vagrant benches will be added to provide comfort to passengers waiting for the bus while discourage people from laying down. The shelter will also have solar lighting with a motion sensor to make the shelter more visible. The visibility of

the stop makes it less susceptible for criminal activity. The lights will be aimed downward into the shelter and will have a motion sensor. Clear anti-vandal side panels will be installed to provide protection from the elements.

Staff will work with Anzar High School regarding final project details and construction.

Executive Director Review:_____

Counsel Review: YES

Attachments: Resolution No. 16-05
Fiscal Year 2014/2015 Authorizing Agent Form

RESOLUTION OF THE SAN BENITO COUNTY LOCAL)
TRANSPORTATION AUTHORITY AUTHORIZING THE)
EXECUTIVE DIRECTOR TO EXECUTE ALL NECESSARY)
ACTIONS TO OBTAIN FISCAL YEAR 2014/2015)
FUNDING FROM THE CALIFORNIA GOVERNOR'S)
OFFICE OF EMERGENCY SERVICES)

RESOLUTION NO: 16-05

WHEREAS, the San Benito County Local Transportation Authority is the primary public transit provider in San Benito County; and

WHEREAS, the San Benito County Local Transportation Authority's project "Transit Bus Stop Security" consists of improving the safety and security at bus stops by installing lighting and bus stop shelters; and

WHEREAS, the "Transit Bus Stop Security" project meets the California Transit Security Grant Program – California Transit Assistance Fund's (CTSGP-CTAF) program guidelines and is eligible for funding;

NOW, THEREFORE, BE IT RESOLVED that the San Benito County Local Transportation Authority hereby authorizes the Executive Director to execute and file all certification of assurances, contracts, or agreements or any other documents to obtain Fiscal Year 2014/2015 funding from the California Governor's Office of Emergency Service's CTSGP-CTAF program.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY on this 15th day of December 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tony Boch, Chair

ATTEST:
Mary Gilbert, Executive Director

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

By: _____

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

Dated: _____

Dated: Dec. 8, 2016

**FY 2014-15 Transit System Safety, Security and
Disaster Response Account Program**

AS THE Chair
(Chief Executive Officer / Director / President / Secretary)

OF THE San Benito County Local Transportation Authority
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining state financial assistance provided by the California Governor's Office of Emergency Services.

Executive Director
(Name or Title of Authorized Agent)

Signed and approved this 15th day of December, 2016.

Tony Boch, Chair

APPROVED AS TO LEGAL FORM:
San Benito County Counsel

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

Dated: Dec. 8, 2016

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner
Date: December 15, 2016
Subject: Transit ITS Plan Contract Amendment #1

Telephone: (831) 637-7665 x 205

Recommendation:

APPROVE Amendment #1 to the Contract between LTA and David Rzepinski & Associates dated April 21, 2016 for the completion of a Transit ITS Plan.

Summary:

In 2014, the Local Transportation Authority (LTA) applied for and was awarded grant funds from CalTrans to prepare a Transit Intelligent Transportation Systems (ITS) Plan, with an application titled Mapping ITS Technology for the 21st Century: Using Technology to Improve Safety and Efficiency of San Benito County's Transit System. On April 21, 2016, LTA went into contract with David Rzepinski & Associates for the completion of a Transit ITS Plan, with the contract set to expire on December 31, 2016. During the last month of work on the project, the need for a few changes to the project scope and schedule have been identified to accommodate additional stakeholder participation.

Financial Considerations:

The LTA was awarded a CalTrans Transportation Planning Grant in the amount of \$63,310 to prepare a Transit ITS Plan for San Benito County. A local match of \$6,310 was provided in-kind LTA staff time. The in-kind local match is provided by existing salaries. The grant is funding LTA staff project management and consultant contract fees (which are not to exceed \$54,740). There are no changes to the contract amount proposed in Amendment #1 and there is sufficient funding remaining in the contract budget to accommodate the scope changes.

Background:

In 2014, the LTA applied for and was awarded grant funds from CalTrans to prepare a Transit ITS Plan. The Transit ITS Plan will include an inventory of the current technology used by LTA for San Benito County's transit system, a look at best practices in Transit ITS used by comparable transit agencies through California, a public outreach effort to better understand the needs of the transit users in San Benito County, and an implementation plan. The final product of this project will be a formal planning document to be approved by the LTA Board.

Staff Analysis:

The consultant team of David Rzepinski & Associates has been making progress in accordance to the schedule since beginning the project in April 2016. As planned, the stakeholder participation component began at the end of September with a rider survey and was anticipated to continue into November with the holding of focus groups and a presentation to the Social Services Transportation Advisory Council (SSTAC). In November, the consultant had difficulty soliciting stakeholder participation in the focus groups and the SSTAC meeting was cancelled due to lack of quorum.

Working with LTA staff, the consultant has suggested a few changes to the project scope and schedule to accommodate additional stakeholder participation in January 2017 with a public workshop and presentation to SSTAC on the draft project findings. Staff recommends that the contract amendment be approved in order to accommodate additional stakeholder participation. The project is anticipated to be complete in March 2017.

Executive Director Review: _____

Counsel Review: Yes

Attachment: David Rzepinski & Associates Contract Amendment #1

AMENDMENT TO CONTRACT #1

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and David Rzepinski & Associates ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COG and CONTRACTOR acknowledge that the parties entered into a contract, dated April 21, 2016.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

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

c. Incorporation of Original Contract.

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

2. Purpose of this Amendment.

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

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

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of December 31, 2016, to a new expiration date of March 31, 2017.

b. Scope of Services. (Check one.)

- ☐ The services specified in the original contract (Exhibit 1) are not modified.
- ☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)
- ☒ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:
(Insert modified or new services.)

Attachment A of the original contract (Exhibit 1) is modified to revise Tasks 2D, 2E and 2F and to add a new Task 2G to read as follows:

Task 2: Data Analysis and Assessment

[...]

- 2.D. Continue Weekly reporting to LTA Project Manager through December 2016
- 2.E. Continue monthly reporting to LTA Project Manager through December 2016
- 2.F. Present ITS analysis to Social Services Transportation Advisory Council
- 2.G. Conduct an informational workshop

Attachment A of the original contract (Exhibit 1) is modified to remove “Results from Focus Group Sessions led by Ilium” from the Task 2 deliverables and to remove “Monthly Progress Reports...” and “Weekly Progress (emails)...” from the Task 3 deliverables.

Attachment A of the original contract (Exhibit 1) is modified to replace the schedule with the following:

Schedule

	April 2016 Contract Award	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17
Task 1 - Initial Data Review and Information Collection												
1.A. Meet with LTA staff and stakeholders												
1.B. Site visit (LTA, contractor facilities, & equipment)												
1.C. Review and analyze LTA documents (SRTP, LRTP, Central Coast ITS Implementation Plan)												
1.D. Begin development of data review findings												
1.E. Sub-contractor (Illumi) initial visit & survey review												
1.F. Begin weekly reporting to LTA Project Manager												
1.G. Begin monthly reporting												
Task 2 - Data Analysis and Assessment												
2.A. Develop detailed ITS Inventory												
2.B. Incorporate data review, interview data, LTA document findings, and inventory findings into preliminary analysis												
2.C. Sub-contractor (Illumi) to conduct survey (including, survey design, surveyor recruitment, web application, materials, social media messaging)												
2.D. Continue weekly reporting to LTA Project Manager												
2.E. Continue monthly reporting												
2.F. Present ITS analysis to Social Services Transportation Advisory Council												
2.G. Conduct Informational Workshop												
Task 3 - Final Reporting												
3.A. Quantify public outreach and engagement results												
3.B. Prepare and present draft Technology Needs Assessment for review												
3.C. Prepare and present draft Implementation Plan for review												
3.D. Revise and deliver final Technology Needs Assessment												
3.E. Revise and deliver final Implementation Plan												
3.F. Formal presentation of ITS Transit Plan (Inventory, Needs Assessment, & Implementation Plan)												

All other provisions of Attachment A to the original contract shall remain the same.

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

New Scope of Services:

c. Payment Terms. (Check one.)

- [X] The payment terms in the original contract (Exhibit 1) are not modified.
 [] The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)
 [] The payment terms are modified only as specified below:

Modified or New Payment Terms:
 (Insert modified or new payment terms.)

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

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COG to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

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

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
☐ The following specific terms of compensation shall apply:
(Specify)

d. Other Terms. (Check one.)

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

Other Modified or New Terms:

(Insert other modified or new terms.)

3. Other Terms.

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

CONTRACTOR

David Rzepinski
Name/Title: David Rzepinski, President

12/8/16
Date

LTA

Tony Boch, Chair

Date

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

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

Dec. 9, 2016
Date

EXHIBIT 1
TO AMENDMENT #1

ORIGINAL
CONTRACT

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

CONTRACT

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and David Rzepinski & Associates ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on April 21, 2016, and end on December 31, 2016 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: N/A
- (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: Mary Gilbert

Title: Executive Director

Address: 330 Tres Pinos Road, Suite C-7

Hollister, California 95023

Phone No.: (831) 637-7665

Fax No.: (831) 636-4160

Contract Administrator for CONTRACTOR:

Name: David Rzepinski

Title: President

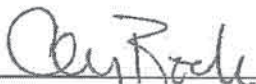
Address: 920 Randolph Road

Santa Barbra, CA 93111

Phone: (310) 692-0274

SIGNATURES

APPROVED BY LTA:



Name: Tony Boch, Chair

San Benito County Local Transportation
Authority

Date: April 21, 2016

APPROVED BY CONTRACTOR:



Name: DAVID RZEPINSKI

Agency: David Rzepinski & Associates

Date: 4/15/16

APPROVED AS TO LEGAL FORM:

By: Shirley L. Murphy, Deputy County

Counsel San Benito County Counsel's Office

Shirley L. Murphy, Deputy County Counsel

Date: April 15, 2016

ATTACHMENT A

Scope of Services

CONTRACTOR for the LTA's benefit shall provide the following professional Transportation and Management Consulting services to comprehensively study and recommend improvements to the LTA's County Express and Specialized Transportation Services Intelligent Transportation System (ITS).

From project initiation through completion, the CONTRACTOR's project team (including sub consultant Ilium Associates, Inc.) will proactively engage San Benito County Local Transportation Authority (LTA) and its partners. Frequent interaction, including on-site meetings, written monthly progress memos, and weekly telephone updates will provide LTA with a thorough understanding of the project's progress and all deliverables.

Task 1: Initial Data Review and Information Collection

- 1.A. Meet with LTA staff and stakeholders
- 1.B. Site visit (LTA, contractor facilities, and equipment)
- 1.C. Review and analyze LTA documents
(SRTP, LRTP, Central Coast ITS Implementation Plan)
- 1.D. Begin development of data review findings
- 1.E. Sub-Contractor (Ilium) initial visit and survey review
- 1.F. Begin weekly reporting to LTA Project Manager.
- 1.G. Begin monthly reporting

Task 1 Deliverables

- Notes from Kick-Off Meeting with LTA
- Notes from stakeholder meeting
- Monthly Progress Reports (Memos) to LTA project manager (on-going)
- Weekly Progress (emails) to LTA project manager (on-going)
- Draft survey from Ilium

Task 2: Data Analysis and Assessment

- 2.A. Develop detailed ITS Inventory
- 2.B. Incorporate data review, interview data, LTA document findings, and inventory findings into preliminary analysis
- 2.C. Sub-Contractor (Ilium) to conduct survey (including: survey design, surveyor recruitment, web application, materials, social media messaging)

- 2.D. Continue Weekly reporting to LTA Project Manager
- 2.E. Continue monthly reporting to LTA Project Manager
- 2.F. Two Focus Group Sessions lead by Ilium Associates, Inc.

Task 2 Deliverables

- Inventory list of current system ITS
- Draft Existing Conditions Report on findings from data review, interview review, document findings, and inventory findings
- Initial results from Sub-Contractor Survey
- Results from Focus Group Sessions lead by Ilium
- Monthly Progress Reports (Memos) to LTA project manager (on-going)
- Weekly Progress (emails) to LTA project manager (on-going)

Task 3: Final Reporting

- 3.A. Quantify public outreach and engagement results
- 3.B. Prepare and present draft Technology Needs Assessment for LTA review
- 3.C. Prepare and present Draft Implementation Plan for LTA review
- 3.D. Revise and deliver final Technology Needs Assessment
- 3.E. Revise and deliver final Implementation Plan
- 3.F. Formal presentation of ITS Transit Plan (Inventory, Needs Assessment, and Implementation Plan) to LTA Board of Directors

Task 3 Deliverables

- Draft Needs Assessment Report
- Draft Implementation Plan
- Final ITS Transit Plan (Document)
- Final ITS Plan (Presentation)
- Monthly Progress Reports (Memos) to LTA project manager (on-going)
- Weekly Progress (emails) to LTA project manager (on-going)

Schedule

	April 2016 Contract Award	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16
Task 1 - Initial Data Review and Information Collection							
1.A. Meet with LTA staff and stakeholders							
1.B. Site visit (LTA, contractor facilities, & equipment)							
1.C. Review and analyze LTA documents (SRTP, LRTP, Central Coast ITS Implementation Plan)							
1.D. Begin development of data review findings							
1.E. Sub-contractor (Ilium) initial visit & survey review							
1.F. Begin weekly reporting to LTA Project Manager							
1.G. Begin monthly reporting							
Task 2 - Data Analysis and Assessment							
2.A. Develop detailed ITS inventory							
2.B. Incorporate data review, interview data, LTA document findings, and inventory findings into preliminary analysis							
2.C. Sub-contractor (Ilium) to conduct survey (including, survey design, surveyor recruitment, web application, materials, social media messaging)							
2.D. Continue weekly reporting to LTA Project Manager							
2.E. Continue monthly reporting							
Task 3 - Final Reporting							
3.A. Quantify public outreach and engagement results							
3.B. Prepare and present draft Technology Needs Assessment for review							
3.C. Prepare and present draft Implementation Plan for review							
3.D. Revise and deliver final Technology Needs Assessment							
3.E. Revise and deliver final Implementation Plan							
3.F. Formal presentation of ITS Transit Plan (Inventory, Needs Assessment, & Implementation Plan)							

CONTRACTOR proposes the above schedule, assuming an award date of April 21, 2016 as stated in the RFP. It should be noted that CONTRACTOR is willing to work with LTA staff on an accelerated schedule if desired. Under this schedule, it is assumed that Board approval of the BSIP would occur no later than October 2016.

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☒ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by LTA to CONTRACTOR at the address specified in paragraph 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 \$ 54,740.00.

For services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☒ There are no additional terms of compensation.
- ☐ The following specific terms of compensation shall apply:

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 Transit Administration (FTA), or any duly authorized representative of the Federal Government or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by LTA, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

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

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

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

C-8. INDEPENDENT CONTRACTOR.

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

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the

performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

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

C-11. NONDISCRIMINATION.

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

C-12. BANKRUPTCY.

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

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

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

C-14. NEGOTIATED CONTRACT.

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

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

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

C-17. TIME IS OF THE ESSENCE.

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

C-18. TERMINATION.

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

C-19. NOTICES.

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

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile 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 off-set and the reason for the reduction.

C-29. COUNTERPARTS.

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

C-30. FINANCIAL PENALTY.

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

END OF ATTACHMENT C.