

**AGENDA
REGULAR MEETING
LOCAL TRANSPORTATION AUTHORITY**

DATE: Thursday, August 17, 2017
3:00 P.M.

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

DIRECTORS: Chair Ignacio Velazquez, Vice Chair Jaime De La Cruz
Directors Tony Boch, Anthony Botelho, and Jim Gillio
Alternates: San Benito County: Mark Medina;
City of Hollister: Mickie Solorio Luna; 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 June 15, 2017 – Gomez
2. **RECEIVE** Specialized Transportation/Jovenes de Antaño May 2017 and June 2017 Monthly Service Reports – Valentine
3. **RECEIVE** County Express/MV Transportation May 2017 and June 2017 Monthly Operations Reports – Valentine
4. **RECEIVE** Operations Performance Report for the 4th Quarter of Fiscal Year 2016/2017 – Valentine

5. **APPROVE** Budget Adjustment /Transfer 16-17-08 - Postigo

REGULAR AGENDA:

6. **Transit Services Operations Procurement Management Contract – Valentine**

- a. **APPROVE** Contract between the San Benito County Local Transportation Authority (LTA) and Transit Professional Services for an amount not to exceed \$25,000 for the transit services operations procurement management
- b. **CONSIDER** formation of and **SELECT** members to an LTA Board subcommittee to participate in the 2018 procurement process for County Express and Specialized Transportation service operators

Adjourn to LTA Meeting on Thursday, September 21, 2017. Agenda deadline is September 5, 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
June 15, 2017 3:00 P.M.**

DRAFT MINUTES

MEMBERS PRESENT:

Chair Velazquez, Director Boch, Director Botelho, and Director De La Cruz

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Executive Director, Mary Gilbert; Administrative Services Specialist, Kathy Postigo; Transportation Planner, Regina Valentine; Secretary, Monica Gomez

CALL TO ORDER:

Chair Velazquez called the meeting to order at 4:23 p.m.

A. CERTIFICATE OF POSTING

Upon a motion duly made by Director De La Cruz, and seconded by Director Boch, 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 May 18, 2017 – Gomez
2. **Receive** Specialized Transportation/Jovenes de Antaño April 2017 Monthly Service Report – Valentine
3. **Receive** County Express/MV Transportation April 2017 Monthly Operations Report – Valentine
4. **Receive** Operations Performance Report for the 3rd Quarter of Fiscal Year 2016/2017 – Valentine
5. **California Transit Security Grant Program Projects** – Valentine
 - a. **Adopt** Resolution 17-03 Authorizing the Executive Director to Execute all Necessary Documents to Obtain Fiscal Years 2015/2016 and 2016/2017 Funding from the California Governor's Office of Emergency Services
 - b. **Authorize** Chair to Sign Authorizing Agent Forms for Fiscal Years 2015/2016 and 2106/2017
6. **Adopt** Resolution 2017-04 Certifying the San Benito County Local Transportation Authority's 2017 Title VI Program – Valentine

There was no public comment on the consent agenda.

Upon a motion duly made by Director De La Cruz, and seconded by Director Boch, the Directors unanimously approved Items 1-6 from the Consent Agenda. Vote: 4/0 motion passes.

REGULAR AGENDA:

7. **Approve** FY 2017/18 Local Transportation Authority Final Budget – Postigo

Administrative Service Specialist Kathy Postigo presented the FY 2017/18 Local Transportation Authority Final Budget to the Board. Ms. Postigo reported that the final Budget was balanced with revenues matching expenditures.

There was no discussion or public comment.

Upon a motion duly made by Director Botelho, and seconded by Director De La Cruz, the Directors unanimously approved Item 7. Vote: 4/0 motion passes

8. Receive Update on Outreach and Coordination for the County Express Shuttle Service to the San Benito County Fair – Gilbert

Executive Director, Mary Gilbert reported that at its June meeting the Board approved shuttle service to the 2017 San Benito County Fair and requested that staff report back on plans for public outreach and coordination with the County Fair. Ms. Gilbert introduced Transportation Planner, Regina Valentine who went over the items discussed with County Fair staff.

Transportation Planner, Regina Valentine reported that the free shuttle service to the San Benito County Fair will operate Friday, September 29th through Sunday, October 1st. There will be pick-ups at four locations in Hollister: Veteran's Park, 4th & San Benito Street, the San Benito Health Foundation, and Kmart.

Ms. Valentine mentioned that staff worked with County Fair staff to develop marketing strategies to encourage more ridership on the shuttle. She provided an overview of those strategies.

Director Boch inquired about the Fair's drop off location, which was a bit of an issue last year.

Ms. Valentine stated that the issue had been addressed. The Fair staff will be boarding the bus to collect the entrance fee at Gate 1. The bus will then drive around and drop off the passengers at Gate 3 so that they don't have to walk across the grassy area.

Staff will report back on the shuttle ridership at the October 2017 LTA Board meeting.

There was no further discussion or public comment.

Upon a motion duly made by Director De La Cruz, and seconded by Director Boch, the Directors unanimously adjourned the LTA meeting at 4:29 p.m. Vote: 4/0 motion passes.

ADJOURN TO LTA MEETING AUGUST 17, 2017.



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - May 2017

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	411	291.75	3,888	\$ 112.00	22
Senior Lunch	764	132.00	1,047	\$ -	22
Medical/Shopping Assistance	132	118.50	1,215	\$ 165.00	19
Total	1,307	542.25	6,150	\$ 277.00	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	43	25.00	228	\$ -	3
Total	43	25.00	228	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	454	316.75	4,116	\$ 112.00	25
Senior Lunch	764	132.00	1,047	\$ -	22
Medical/Shopping Assistance	132	118.50	1,215	\$ 165.00	19
Total	1,350	567.25	6,378	\$ 277.00	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	5,362	3,580	47,413	\$ 3,774.50	266
Senior Lunch	8,784	1,323.50	12,282	\$ -	230
Medical/Shopping Assistance	1,337	1,251.33	13,039	\$ 1,634.50	198
Total	15,483	6,154.83	72,734	\$ 5,409.00	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	-
734	175733
735	106386
736	93757
737	104753
738	75214

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	64	1,088
Unduplicated Passengers	105	1,157
Turn Downs	0	0
No Shows	0	3
Cancellations	0	0
Employee Hours	0	0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES



Juveniles de Antaño Specialized Transportation Services Monthly Service Report - May 2017

OUT OF COUNTY

Week of	ONE WAY PASSENGERS							DONATIONS							REVENUE HOURS							REVENUE MILES						
	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total
5/1-6/2017	17	19	21	21	16	14	108							32.5	7	11.75	14.25	13.5	12.25	9	67.75	63	150	218	150	216	82	879
5/8-13/2017	18	19	15	18	14		84							18.25	13	12.75	13.75	13.5	12.75	0	65.75	147	175	179	196	136	833	
5/15-20/2017	20	17	18	15	17	13	100							18.25	14	12.25	13.75	14.25	17.5	8	79.75	233	170	133	233	224	64	1057
5/22-27/2017	20	20	20	20	13	16	109							18.5	15.75	14.75	10.75	14.75	10.25	8	74.25	218	229	102	198	123	82	952
5/29-31/2017		30	23				53			24.5				24.5		17	12.25				29.25		235	160				395
Total	75	105	97	74	60	43	454	0	0	24.5	87.5	0	0	112	49.75	68.5	64.75	56	52.75	25	316.75	661	959	792	777	699	228	4116

SENIOR LUNCH

Week of	ONE WAY PASSENGERS							DONATIONS							REVENUE HOURS							REVENUE MILES						
	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total
5/1-6/2017	43	44	42	42	35		206							0	6.25	5.75	6	6.25	6		30.25	51	53	42	51	45		242
5/8-13/2017	30	31	34	28	33		156							0	6.25	5.5	5.75	6.25	5.75		29.5	45	44	46	50	49		234
5/15-20/2017	39	31	36	30	19		155							0	6	5.5	5.75	5.75	9.25		32.25	54	46	47	44	53		244
5/22-27/2017	42	36	39	31	31		179							0	5.75	6	5.75	5.75	5.5		28.75	51	47	52	42	39		231
5/29-31/2017		30	38				68							0		5.25	6				11.25		48	48				96
Total	154	172	189	131	118		764	0	0	0	0	0	0	0	24.25	28	29.25	24	26.5		132	201	238	235	187	186		1047

MEDICAL/SHOPPING ASSISTANCE

Week of	ONE WAY PASSENGERS							FARES							REVENUE HOURS							REVENUE MILES						
	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total	M	T	W	TH	F	S	Total
5/1-6/2017	4	6	10	8	6		34	5	7.5	12.5	10	7.5		42.5	5.25	6	7.5	6.25	5		30	38	73	53	61	58		283
5/8-13/2017		8	8	4	6		26		10	10	5	7.5		32.5		8	5.75	6	7.5		27.25		127	58	28	84		297
5/15-20/2017	8	6	8	6			28	10	7.5	10	7.5		35			6	8	5.75		26		53	55	122	49		279	
5/22-27/2017	4	8	8	6			26	5	10	10	7.5		32.5		3.5	3.5	6.75	8.25		22		25	47	57	106		235	
5/29-31/2017							0							0			6.75	6.5		13.25			57	64			121	
Total	16	38	42	24	12		132	20	47.5	52.5	30	15		165	15	30.25	34.5	26.25	12.5		0	116	359	354	244	142		1215



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - June 2017

WEEKDAYS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	448	304.00	3,914	\$ 558.50	22
Senior Lunch	706	134.00	962	\$ -	22
Medical/Shopping Assistance	107	116.67	1,204	\$ 133.50	17
Total	1,261	554.67	6,080	\$ 692.00	

WEEKENDS

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	58	32.00	242	\$ -	4
Total	58	32.00	242	\$ -	

MONTH

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	506	336.00	4,156	\$ 558.50	26
Senior Lunch	706	134.00	962	\$ -	22
Medical/Shopping Assistance	107	116.67	1,204	\$ 133.50	17
Total	1,319	586.67	6,322	\$ 692.00	

FISCAL YEAR TO DATE

Service	Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Donations/Fares Collected	Service Days
Out-of-County	5,868	3,916	51,569	\$ 4,333.00	292
Senior Lunch	9,490	1,457.50	13,244	\$ -	252
Medical/Shopping Assistance	1,444	1,368.00	14,243	\$ 1,768.00	215
Total	16,802	6,741.50	79,056	\$ 6,101.00	

VEHICLE MILEAGE INFORMATION

Vehicle Number	Ending Odometer
733	133705
734	176319
735	133740
736	95128
737	106813
738	76636

ADDITIONAL INFORMATION

Service	Current Month	Year To Date
Lift Assisted Trips	66	1,154
Unduplicated Passengers	100	1,257
Turn Downs	0	0
No Shows	4	7
Cancellations		0
Employee Hours		0.00
Vehicles - Midday		
Vehicles - Peak		

NOTES



Jovenes de Antaño

Specialized Transportation Services

Monthly Service Report - June 2017

OUT OF COUNTY

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	S	Total
6/1-3/2017				14	19	15	48
6/5-9/2017	22	18	24	16	23	16	119
6/12-16/2017	21	22	17	21	19	14	114
6/19-23/2017	23	15	28	20	24	13	123
6/26-30/2017	24	15	25	15	23		102
Total	90	70	94	86	108	58	506

DONATIONS

M	T	W	TH	F	S	Total
			34.5			34.5
			256.75			256.75
			60.5			60.5
			62.75			62.75
			144			144
0	0	0	558.5	0	0	558.5

REVENUE HOURS

M	T	W	TH	F	S	Total
			9	12.5	8	29.5
14.5	12.5	17.25	12.25	12.25	8	76.75
7.75	16.25	13.5	16.25	12	8	73.75
12	15.25	17.25	14.25	14.5	8	81.25
11.5	14.5	18.25	16.75	13.75		74.75
45.75	58.5	66.25	68.5	65	32	336

REVENUE MILES

M	T	W	TH	F	S	Total
			81	175	75	331
241	132	196	157	136	77	939
62	285	150	282	126	75	980
146	199	263	217	155	15	995
162	193	260	122	174		911
611	809	869	859	766	242	4156

SENIOR LUNCH

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
6/1-3/2017				30	33	63
6/5-9/2017	34	38	34	36	29	171
6/12-16/2017	33	31	30	29	33	156
6/19-23/2017	37	28	37	22	31	155
6/26-30/2017	33	17	38	35	38	161
Total	137	114	139	152	164	706

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	5.75	11.5
5.75	4.75	6	6.25	5.75	28.5
5.75	5.5	5.75	5.75	6.5	29.25
5.75	5.75	5.5	11	6.75	34.75
5.75	7.25	5.75	5.5	5.75	30
23	23.25	23	34.25	30.5	134

REVENUE MILES

M	T	W	TH	F	Total
			39	40	79
42	57	46	46	45	236
49	44	42	47	46	228
43	45	52	11	81	232
33	17	47	51	39	187
167	163	187	194	251	962

MEDICAL/SHOPPING ASSISTANCE

ONE WAY PASSENGERS

Week of	M	T	W	TH	F	Total
6/1-3/2017				8	2	10
6/5-9/2017	6	2	4	6	4	22
6/12-16/2017	6	9	6	8	8	29
6/19-23/2017	6	6	8	7	7	21
6/26-30/2017	5		14	6		25
Total	17	17	32	20	21	107

FARES

M	T	W	TH	F	Total
			10	2.5	12.5
7.5	2.5	5	6.25	5	26.25
7.5	12.5	7.5	10	8.75	37.5
6.25	7.5	10	0	8.75	26.25
21.3	22.5	40	23.5	26.3	133.5

REVENUE HOURS

M	T	W	TH	F	Total
			9.25	3.17	12.42
6	3	4.75	7.5	5	26.25
5	6.5	6.25	6	10	33.75
7.5	7.5	6.25	7	6.75	20.5
6	2	8.75	7		23.75
17	19	26	29.75	24.92	116.67

REVENUE MILES

M	T	W	TH	F	Total
			120	64	184
89	34	31	36	86	276
25	63	46		142	276
71	83	92		140	315
		9	73		153
185	180	178	229	432	1204

May 2017
San Benito County Express Monthly Operations Report
 Operated by MV transportation

Year to Year comparison

	2017	2016
Passengers Per Hour		
Dial a Ride/Paratransit	4.18	4.01
Fixed Route Service	5.68	5.89
Gavilan Service	8.16	8.35
Caltrain Service	4.57	6.51
Greyhound Service	4.30	4.23
Total Passengers	10,631	10,599
Total Revenue Hours	2,034.72	1,995.99
Passengers per Hour	5.22	5.31
Lift Trips	88	185
No Shows	86	93
Cancellations	249	276

WEEKDAYS May 2017

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	2,123	13	277.58	3,307	\$ 808.25	\$ 433.22	\$ 99.00	22	\$ 12,708.72
Paratransit	1,465	60	611.01	9,921	\$ 2,424.77	\$ 1,299.68	\$ 297.00	22	\$ 27,974.48
Fixed Route	2,912	42	520.25	5,897	\$ 1,488.89	\$ 320.30	\$ 15.00	22	\$ 23,819.13
Gavilan	2,555	0	312.94	7,186	\$ 3,002.32	\$ 86.00	\$ 60.00	22	\$ 14,327.64
Caltrain	1,056	0	231.21	5,658	\$ 1,552.50	\$ 88.00	\$ -	22	\$ 10,585.72
Total	10,111	115	1,952.99	31,969	\$ 9,276.73	\$ 2,227.20	\$ 471.00	110	\$ 89,415.69

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	78	0	15.79	237	\$ 94.48	\$ -	\$ -	4	\$ 722.93
Greyhound	122	0	26.74	782	\$ 204.10	\$ 4.40	\$ -	4	\$ 1,224.26
Total	200	0	42.53	1,019	\$ 298.58	\$ 4.40	\$ -	8	\$ 1,947.19

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	\$ -	Service Days	Invoiced
Dial-A-Ride	53	38	11.12	162	\$ 78.83	\$ 9.90	\$ -	4	\$ 509.12
Greyhound	114	0	28.08	780	\$ 198.09	\$ 8.00	\$ -	4	\$ 1,285.61
Total	167	38	39.20	942	\$ 276.92	\$ 17.90	\$ -	8	\$ 1,794.73

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	2,254	51	304.49	3,706	\$ 981.56	\$ 443.12	\$ 99.00	30	\$ 13,940.77
Paratransit	1,465	60	611.01	9,921	\$ 2,424.77	\$ 1,299.68	\$ 297.00	22	\$ 27,974.48
Fixed Route	2,912	42	520.25	5,897	\$ 1,488.89	\$ 320.30	\$ 15.00	22	\$ 23,819.13
Gavilan	2,555	0	312.94	7,186	\$ 3,002.32	\$ 86.00	\$ 60.00	22	\$ 14,327.64
Caltrain	1,056	0	231.21	5,658	\$ 1,552.50	\$ 88.00	\$ -	22	\$ 10,585.72
Greyhound	236	0	54.82	1,562	\$ 402.19	\$ 12.40	\$ -	8	\$ 2,509.88
Total	10,478	153	2,034.72	33,930	\$ 9,852.23	\$ 2,249.50	\$ 471.00		\$ 93,157.62

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	20,923	603	3,328.24	26,327	\$ 9,630.94	\$ 5,101.80	\$ 1,142.00	329	\$ 149,373.51
Paratransit	16,629	985	6,672.60	114,985	\$ 23,804.82	\$ 14,715.10	\$ 3,426.00	235	\$ 299,568.07
Fixed Route	26,142	311	5,180.69	58,568	\$ 14,626.34	\$ 2,796.00	\$ 252.00	234	\$ 232,797.24
Gavilan	26,002	4	2,974.16	67,320	\$ 27,803.75	\$ 8,263.60	\$ 850.00	235	\$ 133,644.96
Caltrain	11,262	0	2,356.04	59,080	\$ 16,531.22	\$ 1,289.00	\$ -	235	\$ 105,880.81
Greyhound	2,155	0	633.67	17,535	\$ 3,585.94	\$ 127.00	\$ -	94	\$ 28,445.06
Total	103,114	1,903	21,145.40	343,815	\$ 95,983.01	\$ 32,292.50	\$ 5,670.00		\$ 949,709.66

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	88	1,706
Turn Downs	0	0
No Shows	86	761
Cancellations	249	2,411
Employee Hours	2,391	24,949
Vehicles - Midday	7	
Vehicles - Peak	8	

NOTES

Greyhound Bikes = 0 Gavilan Bikes = 34 Caltrain Bikes = 0 Fixed Route = 0	
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FIXED ROUTE PASSENGER CT

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-May	18	30	50	0	7	105
2-May	22	35	61	3	12	133
3-May	23	37	67	3	10	140
4-May	16	34	41	1	16	108
5-May	24	44	60	1	8	137
6-May						
7-May						
8-May	23	33	50	4	8	118
9-May	15	45	67	14	3	144
10-May	22	33	64	0	11	130
11-May	43	49	53	1	15	161
12-May	24	37	65	0	7	133
13-May						
14-May						
15-May	15	40	64	2	5	126
16-May	21	45	58	4	12	140
17-May	19	47	74	1	13	154
18-May	30	44	30	2	13	119
19-May	23	30	75	1	9	138
20-May						
21-May						
22-May	25	38	55	2	10	130
23-May	23	52	57	1	8	141
24-May	22	51	52	2	11	138
25-May	21	41	55	1	14	132
26-May	31	33	67	0	19	150
27-May						
28-May						
29-May						
30-May	24	43	61	0	13	141
31-May	24	39	62	2	9	136
TOTALS	508	880	1288	45	233	2954
DAILY						
AVERAG						
E	23	40	59	2	11	134

June 2017
San Benito County Express Monthly Operations Report
 Operated by MV transportation

Year to Year comparison

	2017	2016
Passengers Per Hour		
Dial a Ride/Paratransit	4.07	3.60
Fixed Route Service	4.12	3.41
Gavilan Service	5.52	4.36
Caltrain Service	4.21	6.28
Greyhound Service	4.80	3.34
Total Passengers	7,598	6,945
Total Revenue Hours	1,774.33	1,788.59
Passengers per Hour	4.28	3.88
Lift Trips	134	170
No Shows	74	57
Cancellations	283	168

WEEKDAYS June 2017

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	Token Sales	Service Days	Invoiced
Dial-A-Ride	1,862	27	300.93		\$ 705.74	\$ 470.37	\$ 55.00	22	\$ 13,777.78
Paratransit	1,435	119	569.74	12,004	\$ 2,117.22	\$ 1,411.13	\$ 165.00	22	\$ 26,084.98
Fixed Route	1,628	30	402.00	4,572	\$ 1,003.90	\$ 136.70	\$ -	22	\$ 18,405.17
Gavilan	1,037	0	187.80	4,147	\$ 1,585.95	\$ 243.30	\$ 60.00	22	\$ 8,598.24
Caltrain	983	0	233.12	5,740	\$ 1,440.41	\$ 62.00	\$ -	22	\$ 10,673.17
Total	6,945	176	1,693.59	26,463	\$ 6,853.22	\$ 2,323.50	\$ 280.00	110	\$ 77,539.32

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	61	0	12.26	221	\$ 208.43	\$ 2.20	\$ -	4	\$ 561.31
Greyhound	138	0	27.91	776	\$ 235.33	\$ 7.70	\$ -	4	\$ 1,277.83
Total	199	0	40.17	997	\$ 443.76	\$ 9.90	\$ -	8	\$ 1,839.14

SUNDAY

Service	Passengers	Incidental Passengers	Vehicle Revenue Hours	Vehicle Revenue Miles	Cash Fares Collected	Token Fares Collected	\$ -	Service Days	Invoiced
Dial-A-Ride	69	75	11.91	212	\$ 100.67	\$ 12.10	\$ -	4	\$ 545.29
Greyhound	134	0	28.66	780	\$ 227.95	\$ 4.40	\$ -	4	\$ 1,312.17
Total	203	75	40.57	992	\$ 328.62	\$ 16.50	\$ -	8	\$ 1,857.46

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	1,992	102	325.10	433	\$ 1,014.84	\$ 484.67	\$ 55.00	30	\$ 14,884.38
Paratransit	1,435	119	569.74	12,004	\$ 2,117.22	\$ 1,411.13	\$ 165.00	22	\$ 26,084.98
Fixed Route	1,628	30	402.00	4,572	\$ 1,003.90	\$ 136.70	\$ -	22	\$ 18,405.17
Gavilan	1,037	0	187.80	4,147	\$ 1,585.95	\$ 243.30	\$ 60.00	22	\$ 8,598.24
Caltrain	983	0	233.12	5,740	\$ 1,440.41	\$ 62.00	\$ -	22	\$ 10,673.17
Greyhound	272	0	56.57	1,556	\$ 463.28	\$ 12.10	\$ -	8	\$ 2,590.00
Total	7,347	251	1,774.33	28,452	\$ 7,625.60	\$ 2,349.90	\$ 280.00		\$ 81,235.92

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	22,915	705	3,653.34	26,760	\$ 10,645.78	\$ 5,586.47	\$ 1,197.00	359	\$ 164,257.88
Paratransit	18,064	1,104	7,242.34	126,989	\$ 25,922.04	\$ 16,126.23	\$ 3,591.00	257	\$ 325,653.05
Fixed Route	27,770	341	5,582.69	63,140	\$ 15,630.24	\$ 2,932.70	\$ 252.00	256	\$ 251,202.41
Gavilan	27,039	4	3,161.96	71,467	\$ 29,389.70	\$ 8,506.90	\$ 910.00	257	\$ 142,243.20
Caltrain	12,245	0	2,589.16	64,820	\$ 17,971.63	\$ 1,351.00	\$ -	257	\$ 116,553.98
Greyhound	2,427	0	690.24	19,091	\$ 4,049.22	\$ 139.10	\$ -	102	\$ 31,035.06
Total	110,461	2,154	22,919.73	372,267	\$ 103,608.61	\$ 34,642.40	\$ 5,950.00	0	\$ 1,030,945.58

ADDITIONAL INFORMATION

	Current Month	Year To Date
Lift Assisted Trips	134	1,840
Turn Downs	0	0
No Shows	74	835
Cancellations	283	2,694
Employee Hours	1,998	26,947
Vehicles - Midday	7	
Vehicles - Peak	8	

NOTES

Greyhound Bikes = 0 Gavilan Bikes = 9 Caltrain Bikes = 1 Fixed Route = 0

FIXED ROUTE PASSENGER CT

	Business	Clockwise	Counter	Sunnyslope	Southside	Fixed Subtotal
1-Jun	22	37	51	3	10	123
2-Jun	24	30	45	0	0	99
3-Jun						
4-Jun						
5-Jun	25	30	62	1	7	125
6-Jun	26	41	37	1	10	115
7-Jun	27	45	43	2	8	125
8-Jun	29	31	40	2	11	113
9-Jun	30	28	33	1	13	105
10-Jun						
11-Jun						
12-Jun	26	33	0	0	0	59
13-Jun	22	28	0	0	0	50
14-Jun	23	31	0	0	5	59
15-Jun	14	24	0	0	9	47
16-Jun	20	18	0	0	9	47
17-Jun						
18-Jun						
19-Jun	19	30	0	0	7	56
20-Jun	26	42	0	0	8	76
21-Jun	24	32	0	0	8	64
22-Jun	15	17	0	0	8	40
23-Jun	17	33	0	0	8	58
24-Jun						
25-Jun						
26-Jun	24	39	0	0	8	71
27-Jun	20	45	0	0	10	75
28-Jun	23	30	0	0	0	53
29-Jun	0	46	0	0	8	54
30-Jun	0	44	0	0	0	44
1-Jul						
TOTALS	456	734	311	10	147	1658
DAILY AVERAG						
E	21	33	14	0	7	75

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: August 17, 2017
Subject: Quarterly Operations Performance Report

Recommendation:

RECEIVE Operations Performance Report for the 4th 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 for the 4th Quarter (April – June 2017).

	Expended for 4 th Quarter	Expended Year-to-Date	% of Budget Expended to Date
Fuel	\$33,785.14	\$128,080.92	80.05%
Other Materials and Supplies	\$30,679.88	\$102,014.30	115.86%
Maintenance Labor	\$20,678.74	\$69,216.11	107.72%
Contracted Services	\$338,882.84	\$1,181,248.07	89.15%
Operators Salaries and Wages	\$35,197.16	\$128,473.03	71.07%

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 4th Quarter of Fiscal Year 2016/2017 County Express experienced a 2.51% decrease in ridership (n = 27,028) from the 4th Quarter of FY 2015/2016 (n = 27,724). Total operational costs increased by 5.98% in the 4th Quarter of FY 2016/2017 compared to FY 2015/2016, \$373,853.78 and \$352,772.61 respectively.

Specialized Transportation

Compared to the 4th Quarter of FY 2015/2016 to FY 2016/2017, Specialized Transportation experienced a decrease in ridership and an increase in operational costs. Ridership decreased 12.46% (4,038 passengers), while operational costs totaled \$80,903.80, an increase of 18.19% 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

Fourth Quarter Report
April 2017 – June 2017

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

August 2017

Transit and Specialized Transportation Operations Performance Report

Fiscal Year 2016/2017 – Fourth Quarter

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Executive Summary

County Express

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Specialized Transportation

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Financial Impact

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

	Expended for 4 th Quarter	Expended Year-to-Date	% of Budget Expended to Date
Fuel	\$33,785.14	\$128,080.92	80.05%
Other Materials and Supplies	\$30,679.88	\$102,014.30	115.86%
Maintenance Labor	\$20,678.74	\$69,216.11	107.72%
Contracted Services	\$328,882.84	\$1,181,248.07	89.15%
Operators Salaries and Wages	\$35,197.16	\$128,473.03	71.07%

Notable Events of Fiscal Year 2016-2017

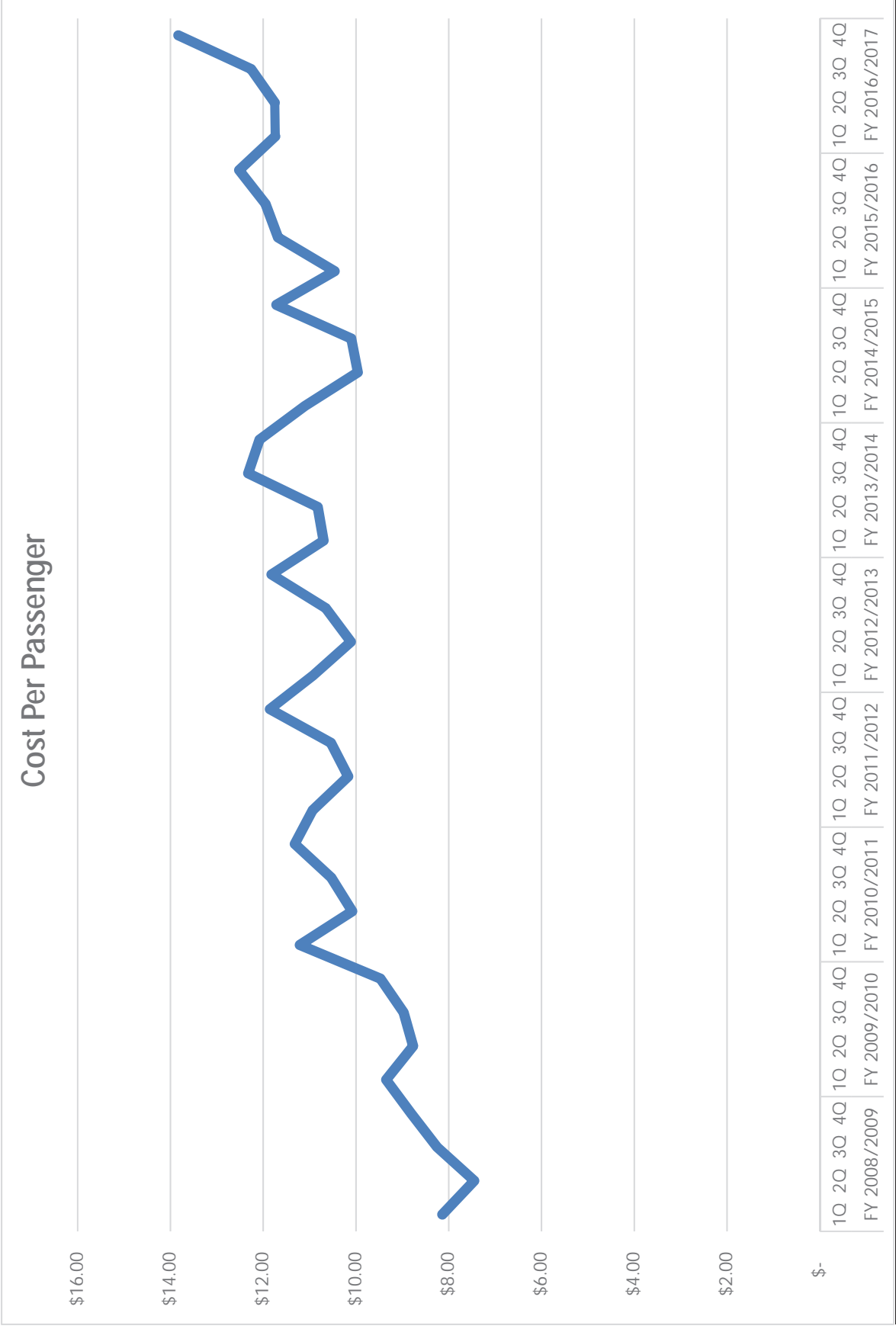
Date	Event
June 2017	California Average: \$3.080 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov)
June 29 – July 2, 2017	Limited and special service schedule was provided to accommodate the Hollister Freedom Rally.
June 15, 2017	LTA Board approves the 2017/18 Final Budget.
June 15, 2017	LTA Board certified the 2017 Title VI Program.
June 15, 2017	LTA Board authorizes staff submittal of a request for California Transit Security Grant Program (CTSGP) funds for an emergency building generator and bus stop solar lighting.
June 12, 2017	Limited Fixed Route service began to coincide with the first day of Summer Break for the Hollister School District and San Benito High School.
May 2017	California Average: \$3.101 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov)
May 30, 2017	Limited Intercounty service began to coincide with the first day of Summer Break for Gavilan Community College.
May 3, 2017	The Dial-a-Ride hours extension until 7:30 p.m. on Wednesdays for the 2017 Farmers' Market season began.
April 2017	California Average: \$3.067 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov)
April 20, 2017	LTA Board authorized the release of Request for Proposal (RFP) #2017-01 for Transit Services Operations Procurement Management.
April 3 – 14, 2017	Limited and special service schedule was provided to accommodate the Spring Break Holiday.
March 2017	California Average: \$3.059 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov).
March 16, 2017	LTA Board received a presentation on and accepted the final report of the Mapping Intelligent Transportation System (ITS) Technology for the 21st Century (Transit ITS) Plan.

Date	Event
March 16, 2017	LTA Board authorizes staff submittal of a request for Low Carbon Transit Operations Program (LCTOP) funds to add additional trips to the Intercounty service.
February 2017	California Average: \$2.946 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov).
February 17 – 24, 2017	Limited and special service schedule was provided to accommodate the Presidents' Day Holiday.
February 16, 2017	LTA Board authorized staff submittal of a Federal Transit Administration Section 5310 Elderly Individuals with Disabilities grant application.
January 2017	California Average: \$2.848 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov).
January 30, 2017	Regular Intercounty service began to coincide with the first day of instruction for Gavilan Community College's Spring Semester.
January 26, 2017	A community workshop was held for comments on the draft recommendations of the Transit ITS Plan.
December 2016	California Average: \$2.738 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov).
December 15, 2016	LTA Board authorizes staff submittal of a request for CTSGP – CTAF funds to improve the Anzar High School bus stop in San Juan Bautista.
December 19, 2016	Limited Intercounty service began to coincide with the first day of Winter Break for Gavilan Community College.
December 19, 2016 – January 2, 2017	Limited and special service schedule was provided to accommodate the Hollister School District's Winter Break and Christmas/New Year's Holidays.
November 2016	California Average: \$2.788 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov).
November 21 – 27, 2016	Limited and special service schedule was provided to accommodate the Thanksgiving Holiday.
October 2016	California Average: \$2.862 per regular unleaded gallon according to the U.S. Energy Information Administration (www.eia.gov).
October 20, 2016	COG Board received a presentation on LTA's Triennial Performance Audit for Fiscal Years 2012/2013 through 2014/2015.

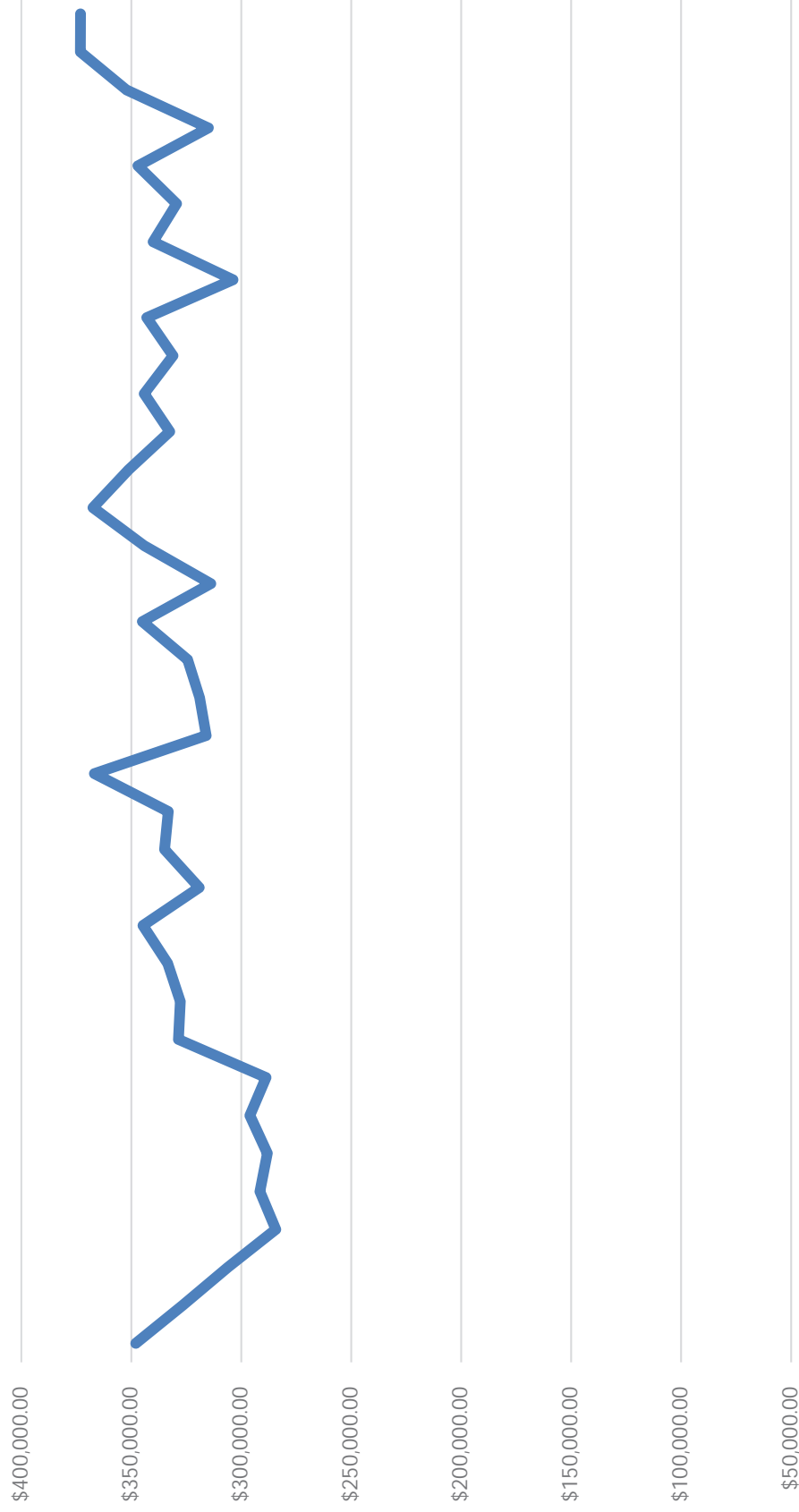
Date	Event
October 20, 2016	LTA Board approves Contract Amendment #4 to the Contract with Jovenes de Antaño (JDA) increasing the hourly rate from \$31.00 to \$36.00 effective July 1, 2016 through December 31, 2017.
September 2016	California Average: \$2.803 per regular unleaded gallon according to the 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 4th Quarter	FY 16/17 4th Quarter	% Change
Ridership	Fixed Route	7,167	6,826	-4.76%
	Dial-A-Ride	6,205	6,128	-1.24%
	Paratransit	5,238	4,548	-13.17%
	Intercounty	9,114	9,526	4.52%
	System-Wide	27,724	27,028	-2.51%
Revenue Service Hours	Fixed Route	1,410.3	1,370	-2.86%
	Dial-A-Ride	1,081.10	917	-15.18%
	Paratransit	1,893.87	1,721	-9.13%
	Intercounty	1,395.86	1,607.72	15.18%
	System-Wide	5,781.14	5,615.72	-2.86%
Passengers Per Revenue Hour	Fixed Route	5.08	4.98	-1.96%
	Dial-A-Ride	5.74	6.68	16.43%
	Paratransit	2.77	2.64	-4.45%
	Intercounty	6.53	5.93	-9.25%
	System-Wide	4.80	4.81	0.36%
Cost Per Revenue Hour	Fixed Route	\$61.03	\$64.37	5.47%
	Dial-A-Ride	\$61.20	\$64.39	5.21%
	Paratransit	\$61.11	\$64.35	5.30%
	Intercounty	\$60.95	\$72.07	18.24%
	System-Wide	\$61.02	\$66.57	9.10%
Cost Per Passenger	Fixed Route	\$12.01	\$12.92	7.58%
	Dial-A-Ride	\$10.66	\$9.63	-9.66%
	Paratransit	\$22.10	\$24.35	10.18%
	Intercounty	\$9.23	\$12.16	31.74%
	System-Wide	\$12.72	\$13.85	8.88%
Operations Costs	Fuel	\$31,596.52	\$33,785.14	6.93%
	Other Materials and Supplies	\$22,738.97	\$27,811.06	22.31%
	Maintenance	\$15,657.80	\$16,579.42	5.89%
	Purchased Transportation	\$255,312.49	\$266,920.72	4.55%
	Operators Salaries and Wages	\$27,466.84	\$28,025.04	2.03%
Farebox Recovery	Fixed Route	11.04%	11.40%	3.26%
	Dial-A-Ride	12.71%	12.7%	-0.24%
	Paratransit	6.12%	8.82%	44.12%
	Intercounty	14.52%	12.10%	-16.67%
	System-Wide	10.59%	11.05%	4.34%

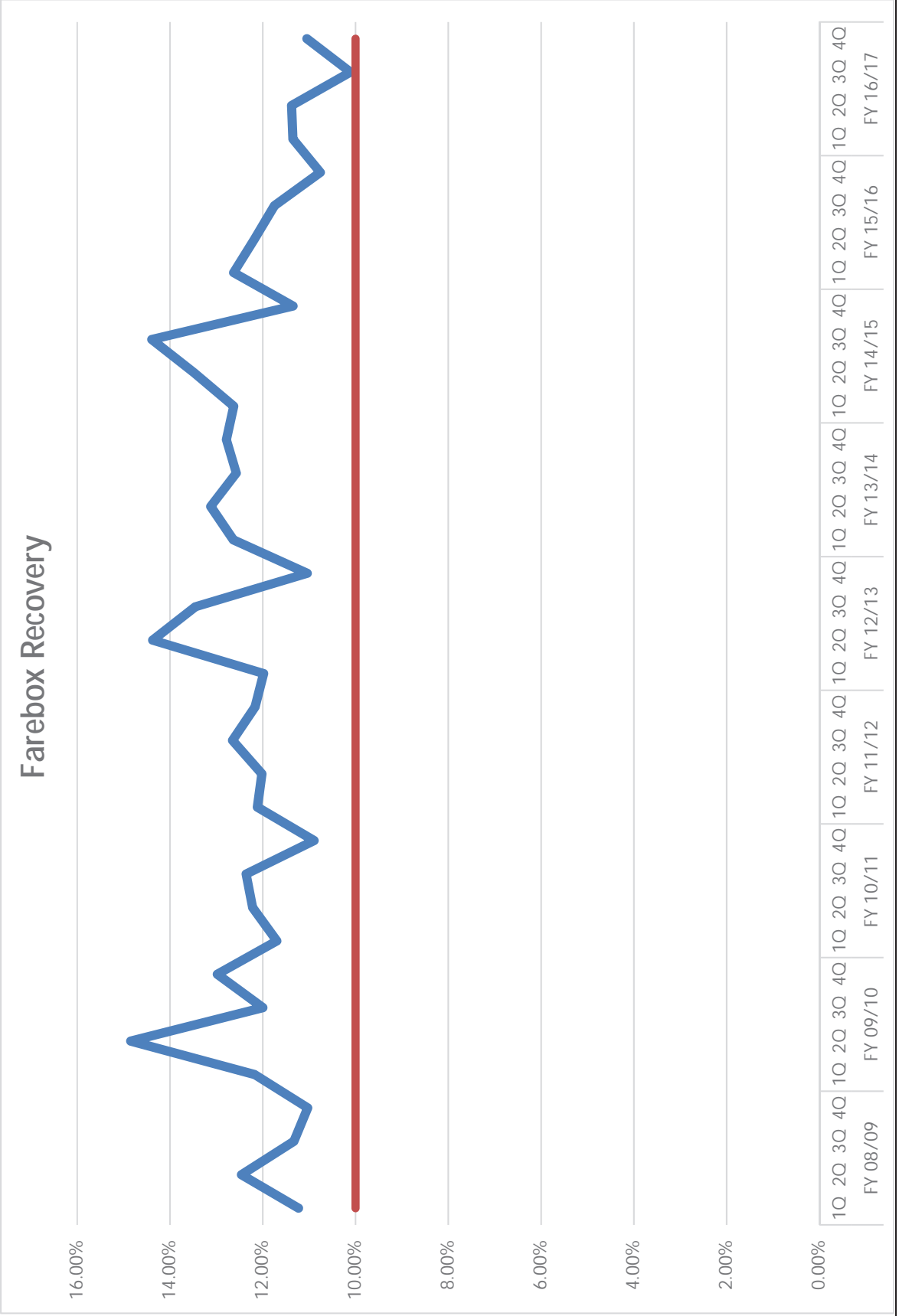


Operational Costs



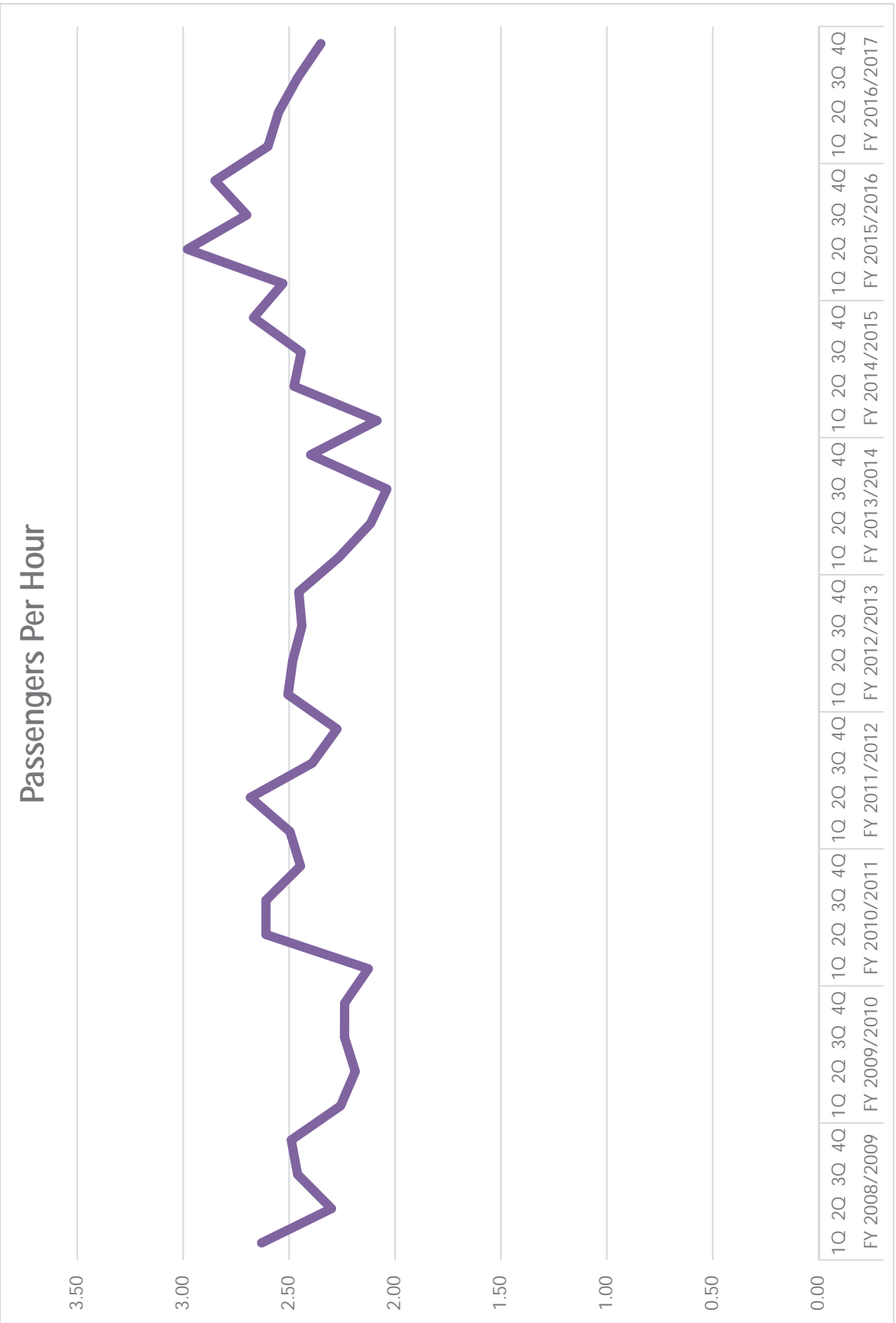
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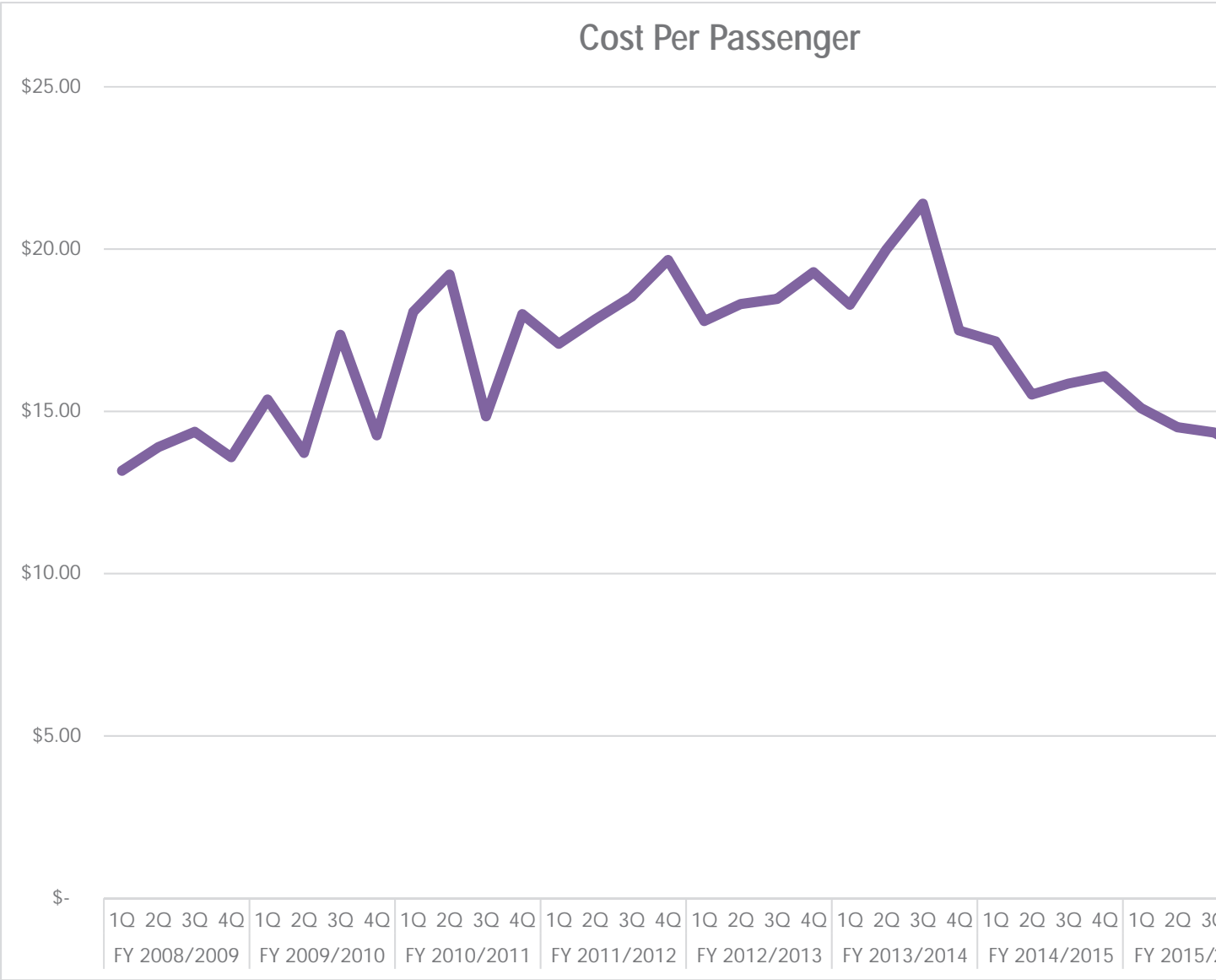
1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q
FY 2008/2009	FY 2009/2010	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	FY 2014/2015	FY 2015/2016	FY 2016/2017															

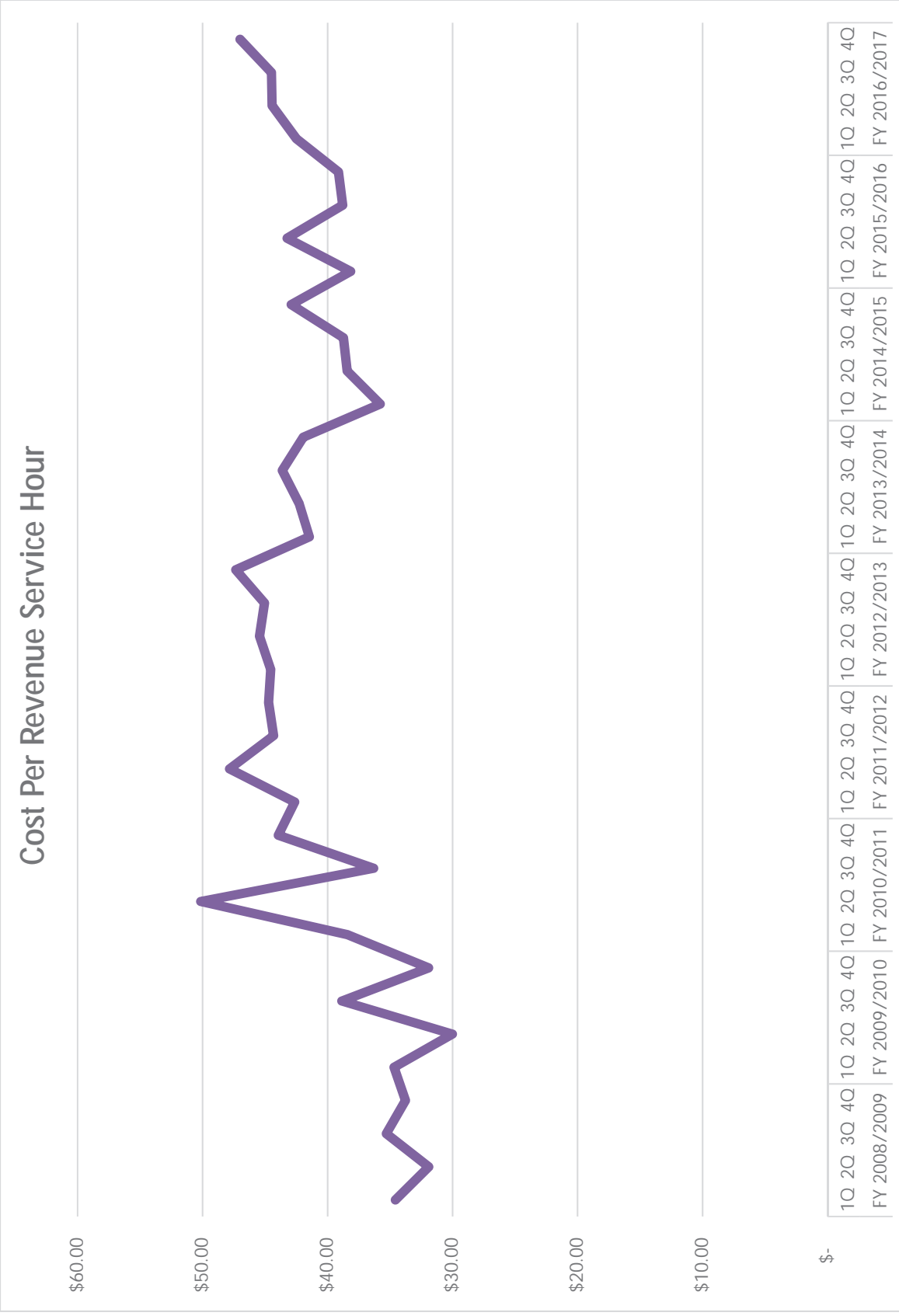


Performance Indicators#

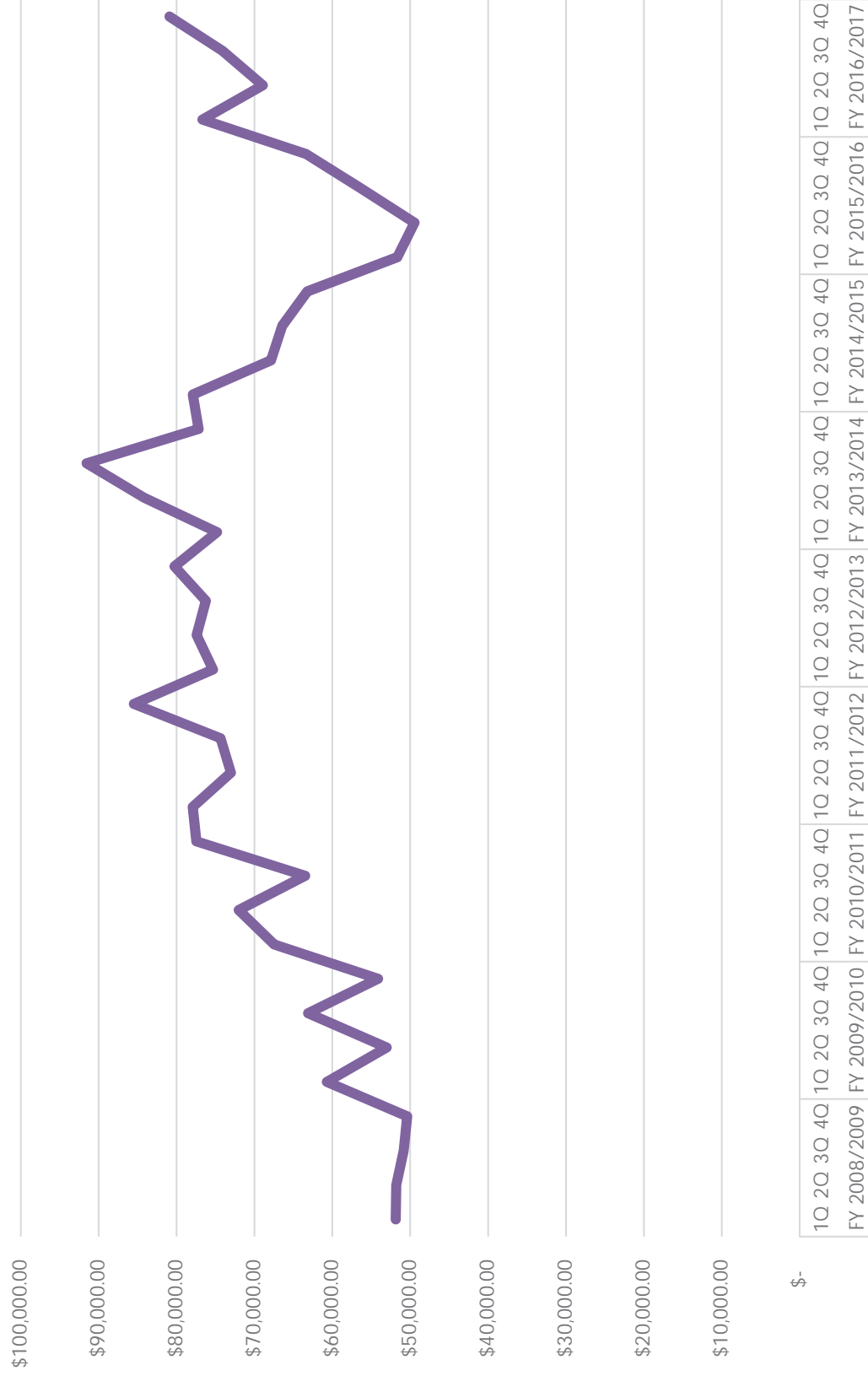
Specialized Transportation		FY 15/16 4th Quarter	FY 16/17 4th Quarter	% Change
Ridership	OOCMT	1,285	1,428	11.13%
	Senior Lunch	2,994	2,243	-25.08%
	MSAP	334	367	9.88%
	System-Wide	4,613	4,038	-12.46%
Revenue Service Hours	OOCMT	923.75	973	5.33%
	Senior Lunch	369.5	383	3.65%
	MSAP	326	365	11.96%
	System-Wide	1,619.25	1,721	6.28%
Passengers Per Revenue Hour	OOCMT	1.39	1.47	5.50%
	Senior Lunch	8.1	5.86	-27.72%
	MSAP	1.02	1.01	-1.86%
	System-Wide	2.8	2.35	-17.64%
Cost Per Revenue Hour	OOCMT	\$41.70	\$43.01	3.14%
	Senior Lunch	\$42.89	\$63.52	48.10%
	MSAP	\$42.83	\$40.30	-5.91%
	System-Wide	\$42.27	\$47.01	11.21%
Cost Per Passenger	OOCMT	\$29.98	\$29.31	-2.23%
	Senior Lunch	\$5.29	\$10.83	104.73%
	MSAP	\$41.80	\$40.04	-4.21%
	System-Wide	\$14.84	\$20.04	35.04%
Operations Costs	Other Materials and Supplies	\$3,892.99	\$4,792.34	23.10%
	Maintenance Labor	\$5,219.27	\$5,169.03	-0.96%
	Contracted Services	\$50,196.75	\$61,962.12	23.44%
	Operator Salaries and Wages	\$9,142.21	\$8,980.30	-1.77%
Farebox Recovery	OOCMT	1.44%	2.58%	79.17%
	MSAP	2.92%	3.12%	6.85%
	System-Wide	1.4%	1.9%	35.71%

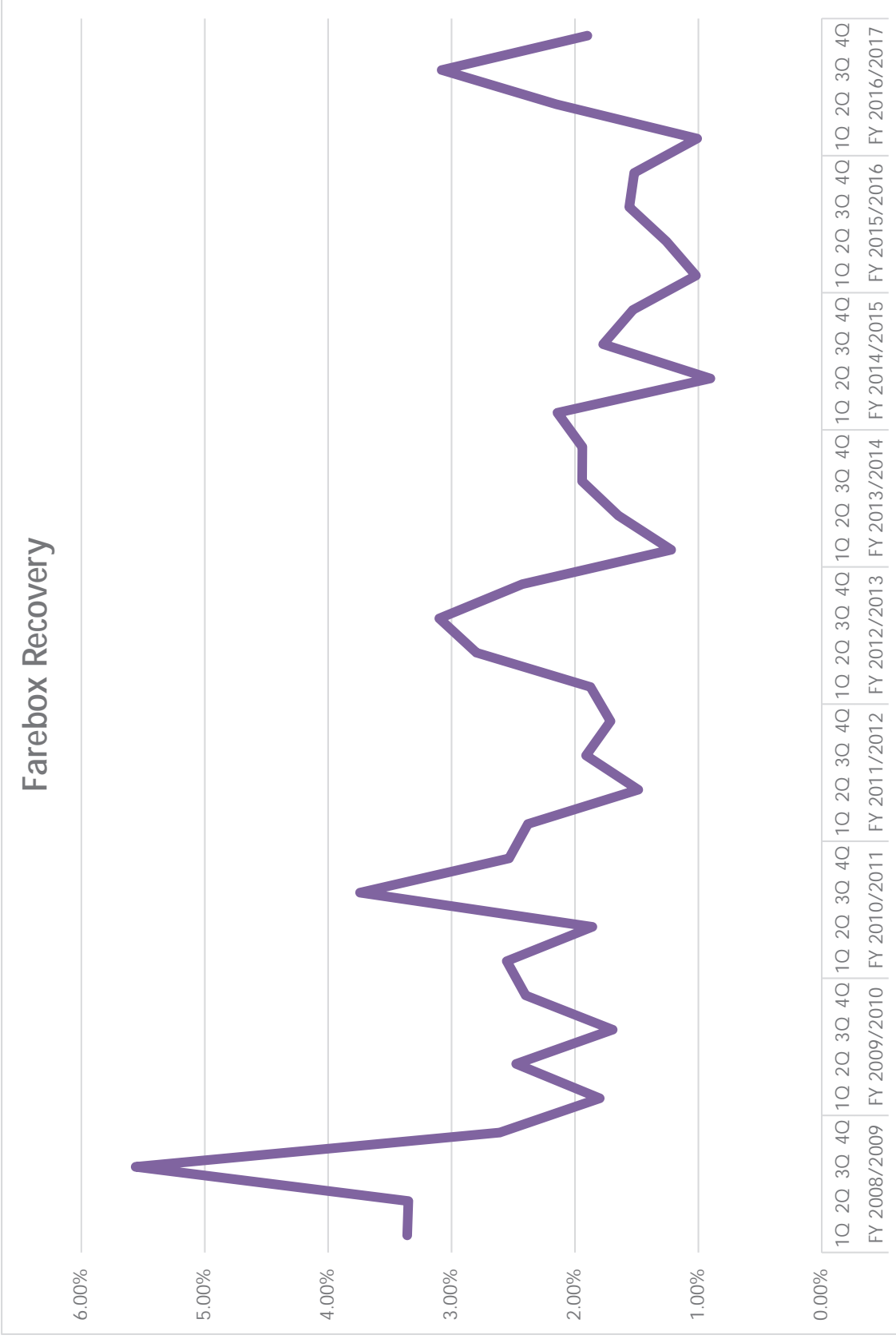


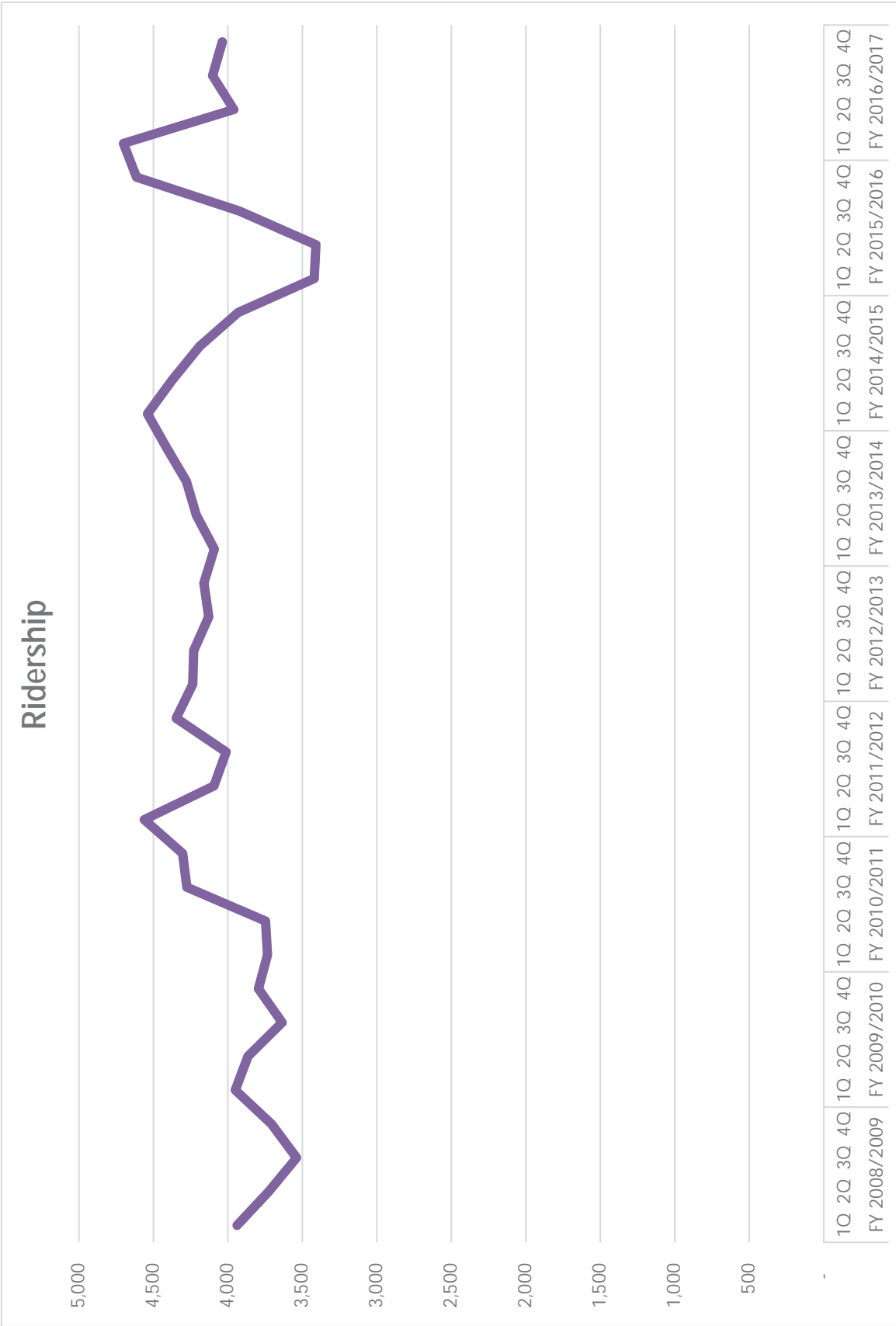




Operational Costs







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: Kathy Postigo, Administrative Services Specialist **Telephone:** (831) 637-7665
Date: August 17, 2017
Subject: **Budget Adjustment/Transfer 16-17-08**

Recommendation:

APPROVE Budget Adjustment /Transfer 16-17-08.

Summary:

The Local Transportation Authority's expenditures for Maintenance of Equipment line item is \$22,300 over the original budgeted and funds are available in the Maintenance of Equipment – Gas & Oil line item.

Financial Considerations:

During the first review of the Fourth quarter expenditures, the Maintenance of Equipment line item is \$22,300 over the original budgeted amount. The Maintenance of Equipment – Gas & Oil has available budgeted funds to transfer.

Background:

After each quarter the Trial Balances are reviewed and analyzed by staff for errors or corrections. During the preliminary review the Maintenance of Equipment line item was over the original budgeted amount. This was due to the purchase of radios for buses that were anticipated to be funded with Office of Emergency funds. These funds were expended and new radios were needed.

The Maintenance of Equipment – Gas & Oil has available budgeted funds to transfer to Maintenance of Equipment for these expenditures. The Maintenance of Equipment line item is approximately \$22,300 over budget.

Staff Analysis:

Staff made budget adjustments, approved by the Executive Director as authorized in the Purchasing/Budget policy to cover small overages. A Budget Adjustment/Transfer is required to the Maintenance of Equipment line item from the Maintenance of Equipment – Gas & Oil line item.

Staff recommends that the Board approve the Budget Adjustment/Transfer 16-17-08.

Executive Director Review: _____

Counsel Review: N/A

Attachment: Budget Adjustment/Transfer 16-17-08

**Council of San Benito County Governments
BUDGET ADJUSTMENT/TRANSFER**

16-17-08

Please Indicate Type:

Fiscal Year: 2016-2017
Department: Local Transportation Authority
Org Key: 627.732

- ☐ **Appropriation/Est. Revenue Increase**
(Requires Board Approval)
- ☐ **Interdepartmental Transfer or Interobject Transfer >\$10,000**
(Requires Board Approval)
- ☒ **Interobject Transfer <\$10,000**
(Requires Executive Director and Admin Ser Spe)
- ☐ **Intraobject Transfer**
(Requires Executive Director)

<u>Org Key:</u>	<u>Object No:</u>	<u>Description</u>	<u>Decrease/ Rev. Increase</u>	<u>Increase</u>
627.95.7320	619.152	Maintenance of Equipment		\$ 22,300.00
627.95.7320	619.154	Maintenance of Equipment - Gas & Oil	\$ 22,300.00	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total			\$ 22,300.00	\$ 22,300.00

Comments: Radios for buses that were not budgeted for.

Submitted: _____ **Date** _____

Verification of Sufficient Funds: Kathy Postigo
Administrative Services Specialist **Date** _____

Approval: _____ **Date** _____

Approval by COG Board _____ **Date** _____

Attested: _____ **Vote:** _____ Yes _____ No

Clerk of the Board: _____

Staff Report

To: Local Transportation Authority
From: Regina Valentine, Transportation Planner Telephone: (831) 637-7665 x 205
Date: August 17, 2017
Subject: Transit Services Operations Procurement Management Contract

Recommendations:

1. **APPROVE** Contract between the San Benito County Local Transportation Authority (LTA) and Transit Professional Services for an amount not to exceed \$25,000 for the transit services operations procurement management.
2. **CONSIDER** formation of and **SELECT** members to an LTA Board subcommittee to participate in the 2018 procurement process for County Express and Specialized Transportation service operators.

Summary:

Staff is requesting authorization from the LTA Board to enter into contract with Transit Professional Services for assistance to manage the 2018 procurement process for County Express and Specialized Transportation service operators. Additionally, the LTA Board is asked to consider the formation of a subcommittee to participate during the process.

Financial Impact:

In April 2017 staff had estimated the professional services contract would cost approximately \$25,000, with the funding source to be Transportation Development Act (TDA) funds. The cost included in the highest scoring proposal from Transit Professional Services is \$25,000. Project funding is included in the approved 2017/18 LTA Budget.

Background:

In 2010, LTA entered into contracts with MV Transportation, Inc. for operation of its public transportation service, County Express, and with Jovenes de Antaño for operation of its Specialized Transportation. LTA has the established County Express and Specialized Transportation service providers under contract through December 31, 2018. In 2018, LTA will be required to procure service operators for its transportation services to be effective January 1, 2019.

Staff Analysis:

The Request for Proposals for transit services operations procurement management was released in April 2017. LTA received two (2) different proposals, and the highest ranked firm, Transit Professional Services, was selected and notified in May 2017. The proposals were evaluated on a scale of 100 points, with points awarded for the following criteria: Technical Approach, Product, Experience and Qualifications of Proposer, Proposed Personnel, and Cost.

The project is slated to kick-off in September 2017 and be completed no later than March 2019. The largest project deliverable, the Transit Services Operations Requests for Proposal, is anticipated to come to the LTA Board for approval to release in April 2018 with contract award in October 2018.

Additionally, in an effort to facilitate participation of the Board during the procurement process, staff is requesting the consideration of the formation of an LTA Board subcommittee. Representatives will meet with staff occasionally during the Request for Proposal process (September 2017 – October 2018) and may assist with proposal review and contractor selection.

Executive Director Review: _____

Counsel Review: YES

Attachments: Contract with Transit Professional Services

CONTRACT

The SAN BENITO COUNTY LOCAL TRANSPORTATION AUTHORITY ("LTA") and Transit Professional Services ("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 September 1, 2017, and end on March 31, 2019 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: N/A
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000
- (d) Worker's compensation insurance: N/A

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: Terry Easley

Title: Owner/Principal

Address: 17020 Jacksonville Road

Jamestown, CA 95327

Phone: (209) 768-2437

SIGNATURES

APPROVED BY LTA:

Name: Ignacio Velazquez, Chair

San Benito County Local Transportation Authority

Date: August 17, 2017

APPROVED BY CONTRACTOR:


Name: Terry Easley

Transit Professional Services

Date: 8/11/17

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office


By: Shirley L. Murphy, Deputy County Counsel

Date: Aug. 9, 2017

ATTACHMENT A
Scope of Services

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CONTRACTOR, for LTA's benefit, will provide services related to the LTA Transit Services Operations Procurement Management project as described in RFP #2017-01, to assist LTA in the process of developing two (2) Requests for Proposals (RFP's) for transportation services operator contracts, and conducting the RFP solicitation and contract award processes. Terry Easley will be the Project Manager. Ms. Easley's primary objective will be to complete this project on time, within budget and to the full satisfaction of the LTA. CONTRACTOR shall not change its designated project manager or any key personnel without written approval of the LTA, which will not be unreasonably withheld.

In addition to completing Tasks 1 through 6 as further described below, CONTRACTOR will perform general project management services, including but not limited to the following, to ensure the primary objective is achieved:

- Preparing meeting materials and other project documents as appropriate
- Submittal of weekly email status reports to the LTA Project Manager outlining upcoming deadlines and tasks
- Maintenance of records necessary to track progress of project tasks, expenses associated with each task and ancillary expenses associated with the project
- Monitoring of project progress to ensure consistency with the project schedule
- Monitoring of expenses incurred to ensure completion of project within budget
- Informing LTA staff as necessary of unusual situations

Task 1 – Project Team Kick Off Meeting

An initial Project Team kick-off meeting among CONTRACTOR'S team and LTA staff will be held at LTA's Administrative Office or by conference call, at LTA's discretion, to discuss project roles, responsibilities, tasks, strategies, schedule, and status reporting. Whether by phone or in person, CONTRACTOR will be prepared to maximize the productivity of the meeting.

Prior to the meeting, CONTRACTOR'S team will conduct a cursory review of the available documents described in Task 2 to help CONTRACTOR gain a better understanding of the LTA contractual setting. During the meeting CONTRACTOR will be prepared to discuss the level of research required of the documents during Task 2.

CONTRACTOR'S team will confer with LTA staff prior to the meeting to determine the questions or concerns that need to be discussed at the meeting to ensure the most effective meeting possible.

Issues that should be discussed include, but are not limited to: LTA'S concerns with the current transportation services operators' operations that need to be addressed in the RFP's for new transportation services operator contracts; LTA's satisfaction with the RFP's issued for the current operating contracts; revisions to the payment structure in the current transportation services operators' contracts; changes to the duration of the transportation services operators' contract terms; and any significant transit service changes during the transportation services operators' contract terms that should be addressed in the RFP's for new transportation services operator contracts.

Task 2 – LTA Operations and Document Review

To establish project background, CONTRACTOR will complete a thorough review of the LTA operations systems and related documents, including: existing contracts, previous 2010 Requests for Proposal, 2016 Short Range Transit Plan/Long Range Transit Plan, Transportation Development Act Triennial Performance Audit for Fiscal Years 2012/2013 through 2014/2015, 2016 and 2017 Council of San Benito County Governments Unmet Transit Needs Reports, 2016 San Benito County Bus Stop Improvement Plan, 2017 Transit ITS Plan, and Title VI Plan.

Some of the documents to be researched are more germane to the preparation of the RFP's for transportation service operator contracts than others. Dependent upon discussions during the Task 1 meeting, CONTRACTOR'S team will focus a larger proportion of time to the review of documents LTA staff indicates are the most relevant to the preparation of RFP's for transportation service operator contracts.

During the review CONTRACTOR'S team members will note aspects of each document that must be considered in development of the RFP's for transportation services operator contracts, meet to compare notes and ensure that relevant issues in the documents will be addressed during preparation of the RFP's.

Task 3 –Preparation of Two (2) Transit Services Operations Requests for Proposals

CONTRACTOR will communicate closely with the LTA to address and resolve any issues that may arise during the development of RFP's for transportation service operator contracts beyond the issues discussed and decisions made during the performance of Task 1.

CONTRACTOR will develop all components of the two (2) RFP's for transportation services operator contracts including, but not limited to: introductory material, boilerplate, scope of work, sample contract, proposal submittal requirements and selection procedures. The process will include preparation of Independent Cost Estimates, Administrative Draft RFP's, Draft RFP's and Final RFP's. CONTRACTOR will ensure the RFP's comply with all requirements of federal and state funding, and will coordinate review of the RFP's by Caltrans to ensure Caltrans' approval of all aspects of the documents prior to issuing the solicitations.

Fred Cavanah will be CONTRACTOR'S lead for preparation of the draft RFP's for transportation services operator contracts. At LTA's direction, the previous LTA operations RFP's would be used as the base document or completely new RFP's could be prepared. If working from base RFP's, CONTRACTOR may suggest alternate language when CONTRACTOR'S team believes improvements can be made.

CONTRACTOR will send each section of the RFP's to LTA staff for review, as completed in first draft form. The complete draft RFP's also will be sent in their entirety to LTA staff as prescribed in the Scope of Work set forth in RFP #2017-01.

Time permitting, a workshop could be held with potential respondents to allow consideration of potential contractor concerns, minimize misunderstandings during the RFP process and provide sufficient time to revise the final drafts if LTA determines proposed revisions to be beneficial to the final products.

CONTRACTOR will be in contact with Caltrans prior to beginning development of the RFP's to ensure its concerns are known prior to devoting staff time to preparing the initial drafts. CONTRACTOR'S staff will contact Caltrans regarding any other areas that might be of concern to Caltrans in an effort to avoid language or procedures in the RFP's that Caltrans would find objectionable.

Task 4 – Transit Services Operations Procurement

CONTRACTOR will lead the entire process by which a transportation services operator contractor(s) is/are selected for award of contract(s).

The process will begin with a Local Transportation Authority Board workshop as required by Addendum 1 to RFP #2017-01, providing an overview of the transportation services operations procurement process. Following this workshop the release of the RFP's will be publicized, led by CONTRACTOR. CONTRACTOR'S staff has considerable experience publicizing solicitations but understands that publicity expenses, such as the cost of placing advertisements, will be borne by LTA; therefore, CONTRACTOR'S staff will develop a publicity plan for

LTA to review and approve prior to moving forward with its implementation.

CONTRACTOR'S staff will hold a pre-proposal conference at a time and place considered the most convenient for potential proposers and satisfactory to the LTA. CONTRACTOR will be responsible for all preparations necessary to ensure a successful conference.

CONTRACTOR'S staff will prepare responses to all questions, clarification requests and RFP revision requests received at the pre-proposal conference or prior to the deadline specified in the RFP's. Draft responses will be provided to the LTA for review and comment. LTA's revisions will be incorporated into the addendum ready for posting on the LTA's website.

CONTRACTOR will review all proposals for completeness and determine which are eligible for further consideration. Consistent with the RFP's selection criteria, CONTRACTOR will report to the LTA which proposals are competitive and therefore recommended for further review. CONTRACTOR will coordinate interviews and final evaluation with the LTA. During this process CONTRACTOR will prepare suggested questions for the interviews, tables comparing operating proposals, and scoresheets for use by evaluators. CONTRACTOR will conduct interviews with references.

CONTRACTOR'S personnel will utilize their over 50-years' experience developing operating contracts and overseeing transit contractors to assist LTA staff in negotiations with the selected service provider(s) and preparation of the final contract(s) for approval by the LTA. CONTRACTOR will coordinate with Caltrans for the review and approval of the final contract(s). During that process CONTRACTOR will address any concerns Caltrans has, ensure the LTA's approval of any changes Caltrans requires, and follow up with Caltrans to gain final contract(s) approval.

Task 5 – Contract Award and Project Closeout

CONTRACTOR'S staff will assist with contract award by obtaining contractors' signatures and ensuring that all documents required of the new contractor(s) are in place at the time required by the LTA. CONTRACTOR'S staff has worked with contractor replacement on several occasions and, in the event a new contractor is selected, CONTRACTOR will conduct a meeting with the new service provider(s) to discuss expectations and resolve mobilization issues prior to contractor initiation of mobilization activities. Throughout the process CONTRACTOR will be available to answer questions or provide advice on any mobilization issues that occur with either the outgoing or incoming service providers, and to communicate directly with the contractor(s) involved, if needed.

Task 6 – Meetings

Throughout the project, CONTRACTOR'S personnel will participate in meetings as agreed upon with LTA staff, with at least two (2) being attended in-person. At a minimum, it is anticipated that CONTRACTOR will present to two (2) meetings of the Social Services Transportation Advisory Council (SSTAC) and LTA Board of Directors at the Draft RFP's and final contract(s) stages of the project.

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Schedule

Task 1 Project Kick-Off Meeting		Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Preparation																				
Phone Meeting																				
Meeting Documentation																				
Develop Action Plan																				
Task Total																				
Task 2 Operations and Document Review		Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Review 2010 RFP																				
Review Monthly Reports																				
Phone Meeting/Updating Operations System																				
Review SFP																				
Review TCA Audit																				
Review Depot Transit Needs Report																				
Review Bus Stop Improvement Plan																				
Review ITS Plan																				
Phone Meeting/ Discussing Expectations																				
Task Total																				
Task 3 RFP Development/ Writing		Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Prepare Outline																				
Review UTA's Contract for FTA Compliance																				
Prepare Draft Scope of Work																				
Phone Meeting																				
Prepare Final Scope of Work																				
Prepare Independent Cost Estimate																				
Coordinate Review with CARRM																				
Task Total																				
Task 4 Manage Procurement		Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Phone Meeting with SSAC and BOD																				
Publish Release of RFP																				
Pre Proposal Conference Prep for CARRM																				
Prepare Addenda																				
Review Proposals																				
Avoid Negotiate and Prepare Contract																				
Coordinate Final Review with CARRM																				
Task Total																				
Task 5 Contract Award Project Close Out		Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Phone Meeting with SSAC and BOD																				
Meeting Preparation																				
Meet with SSAC for Contract Award																				
Meet with Board for Contract Award																				
Avoid LIT with Transition to New Contract																				
Close Out																				
Task Total																				
Reporting		Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Monthly Progress Report/Invoice																				
Task Total																				

This schedule assumes a contract commencement date of September 1, 2017.

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 \$ 25,000.00.

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

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

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

**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, CONTRACTOR will pay the LTA a financial penalty equal to two hundred dollars (\$200.00) for every "late day" incurred.

END OF ATTACHMENT C.