



AGENDA
Meeting
of the
BOARD OF DIRECTORS
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
A Public Agency
Tuesday, June 1, 2010
8:30 a.m.
Santa Barbara MTD Auditorium
550 Olive Street, Santa Barbara, CA 93101

1. CALL TO ORDER

2. ROLL CALL OF THE BOARD OF DIRECTORS

Dave Davis, Chair; Roger Aceves, Vice Chair; Chuck McQuary, Secretary; Dick Weinberg, Director; Brian Fahnestock, Director; John Britton, Director

3. REPORT REGARDING POSTING OF AGENDA

CONSENT CALENDAR

4. APPROVAL OF PRIOR MINUTES (ATTACHMENT- ACTION MAY BE TAKEN)

The Board will be asked to waive the reading of and approve the draft minutes for the meeting of May 18, 2010.

5. CASH REPORT- (ATTACHMENTS- ACTION MAY BE TAKEN)

The Board will be asked to review the cash report of May 11, 2010 through May 24, 2010.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

Members of the public may address the Board on items within the jurisdiction of the Board that are not scheduled for public hearing. The time allotted per speaker will be at the discretion of the Board Chair. If you wish to address the Board under this item number, please complete and deliver to the MTD Board Clerk before the meeting is convened, a "Request to Speak" form including a description of the subject you wish to address. Additional public comment will be allowed during each agenda item, including closed session items. Please fill out the Request to Speak form and indicate the agenda item # that you wish to comment on.

7. UPDATE- CITY OF SANTA BARBARA (ACTION MAY BE TAKEN)

The Board will receive an update from the City of Santa Barbara Council MTD Liaison.

8. FISCAL YEAR 2010- 11 AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) WITH EASY LIFT (ACTION MAY BE TAKEN)
Executive Director of Easy Lift, Ernesto Paredes will update the Board on American with Disabilities Act (ADA) complementary paratransit service. The Board will be asked to authorize the General Manager to sign an Amended MOU with Easy Lift.

9. ANNUAL AGREEMENTS FOR FISCAL YEAR 2010-11 (ATTACHMENTS- ACTION MAY BE TAKEN)

9a. MASTER AGREEMENT- CITY OF SANTA BARBARA

The Board will be asked to authorize the General Manager to enter into a master agreement with the City of Santa Barbara regarding transit related services.

9b. FISCAL YEAR 2010- 11 LINES 6 & 11 AGREEMENT- UCSB

The Board will be asked to authorize the General Manager to enter into an agreement with UCSB, pending the approval of the agreement by UCSB.

9c. MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2010-11 MEASURE A FUNDING FOR THE VALLEY EXPRESS

The Board will be asked to authorize the General Manager to enter into an agreement with the Santa Barbara County Association of Governments to fund the Valley Express Service.

10. ASSISTANT GENERAL MANAGER'S REPORT- (ACTION MAY BE TAKEN)

- a. UCSB (LRDP)
- b. Valley Express
- c. City of Santa Barbara (Anacapa/Carrillo lane closure)
- d. Other

11. OTHER BUSINESS AND COMMITTEE REPORTS- (ACTION MAY BE TAKEN)

The Board will report on related public transit issues and committee meetings.

12. RECESS TO CLOSED SESSION– UNION NEGOTIATIONS– (ACTION MAY BE TAKEN)

The Board will meet in closed session pursuant to Government Code §54957.6 to discuss labor negotiations with labor negotiator Jerry Estrada, Assistant General Manager. ***PUBLIC COMMENT WILL BE ALLOWED RELATED TO THE CLOSED SESSION ITEM(S) BEFORE THE RECESS.***

13. ADJOURNMENT

AMERICANS WITH DISABILITIES ACT: If you need special assistance to participate in this meeting, please contact the MTD Administrative Office at 963-3364 at least **48 hours in advance** of the meeting to allow time for MTD to attempt a reasonable accommodation.



DRAFT MINUTES
Meeting
of the
BOARD OF DIRECTORS
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
A Public Agency
Tuesday, May 18, 2010
8:30 a.m.
Santa Barbara MTD Auditorium
550 Olive Street, Santa Barbara, CA 93101

1. CALL TO ORDER

Chair Davis called the meeting to order at 8:30 a.m.

2. ROLL CALL OF THE BOARD OF DIRECTORS

Chair Davis reported that all members were present.

3. REPORT REGARDING POSTING OF AGENDA

Natasha Carbajal, Administrative Assistant/Receptionist reported that the agenda was posted on Friday, May 14, 2010 at MTD's administrative offices, emailed and mailed to those on the agenda list, and posted on MTD's website.

CONSENT CALENDAR

4. & 5. APPROVAL OF PRIOR MINUTES (ATTACHMENT- ACTION MAY BE TAKEN) CASH REPORT- (ATTACHMENTS- ACTION MAY BE TAKEN)

Director Britton moved to approve the draft minutes for the meeting of May 4, 2010 and to approve the cash reports for April 27, 2010 through May 10, 2010. Director McQuary seconded the motion; Director Fahnestock abstained from agenda items #4 and #5 due to his absence at the April 20th meeting. The motion passed unanimously (except for the abstention).

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

There was no public comment.

7. UPDATE- CITY OF SANTA BARBARA (ACTION MAY BE TAKEN)

No report was made

8. ADVERTISING POLICY- (ACTION MAY BE TAKEN)

Roger Schluter, President of the Humanist Society of Santa Barbara, shared his comments with the Board with regards to Agenda Item # 8. Chair Davis thanked Mr. Schluter for his comments. Director Weinberg moved to accept the advertising policy as written. Director Fahnestock seconded the motion. The motion passed unanimously.

9. PROPERTY INSURANCE: SUPPLEMENTAL EARTHQUAKE AND FLOOD INSURANCE RENEWAL (ACTION MAY BE TAKEN)

Director Aceves moved to rescind the Boards action on agenda item # 9 from the Board meeting of April 20th, which had authorized award of the Property Insurance contract to Golden Eagle. Director Britton seconded the motion. The motion passed unanimously.

Director Aceves made a second motion to approve staff's recommendation to authorize award of the Property Insurance contract with Earthquake coverage to Travelers Insurance. Director Britton seconded the motion. The motion passed unanimously.

10. QUARTERLY STAFF REPORTS (ATTACHMENT- ACTION MAY BE TAKEN)

General Manager Fisher reviewed the quarterly staff reports for January 1, 2010 through March 31, 2010.

Following a discussion, Director Weinberg suggested that, in addition to the current ridership report presented by Mr. Damiano, he would like to see the ridership numbers and totals in a graph format. Director McQuary suggested that the graphs include a shadow line which would show where service has been increased. He also stated that he would like to see an annual snapshot of each performance measure that is included in the report. Director Fahnestock stated that he would like to see this data available online.

Director Aceves suggested that General Manager Fisher send a letter to the Mayor of Santa Barbara and the City Council, as well as to Chancellor Yang of UCSB. The letter would remind the agencies to keep MTD in mind during their budget reviews regarding continuing their financial assistance with the increased service that MTD has implemented through the Enhanced Service Program they have supported.

11. GENERAL MANAGER'S REPORT- (ACTION MAY BE TAKEN)

General Manager Fisher reported that an agreement was made on the fuel bid that was recommended by MTD's accounting staff. Jerry Estrada, Assistant General Manager/Controller indicated the one year cost at \$2.47 per gallon for 12 months and the option that was accepted for the second year cost came at \$2.57 per gallon. This contract gives MTD the ability to control the cost of fuel for the next two years.

General Manager Fisher reminded the Board that the Goleta State of the City Luncheon is going to be held on May 21, 2010. She asked that the Board members speak with Kate Schwab if they would like to attend on behalf of MTD.

David Damiano, Manager of Transit Development and Community Relations, and Jim Haggerty, Quality Assurance Manager/Passenger Facilities, presented a PowerPoint presentation of all the new bus stop shelters that have recently been installed at various bus stops throughout Santa Barbara and Goleta.

Steve Maas, Manager of Strategic Development and Compliance shared with the Board a letter that had been sent to the City of Santa Barbara commenting on the Draft Santa Barbara General Plan Update and the Draft Environmental Impact Report. He also reported that the agenda for the SBCAG meeting to be held on Thursday, May 20, 2010 has a Valley Express item being brought before the board of SBCAG for approval. The item is requesting an extension for 6 months to December 31, 2010 with an option for another 6 month extension for funding to operate the Valley Express. He also included a handout of draft elements for the upcoming long range transit plan.

Chair Davis had a few questions in regards to funding of the extended shuttle service that was requested for the Sapphire Princess Cruise ship that visited Santa Barbara. Mr. Damiano stated that the request came from the City of Santa Barbara. The cost for the additional service was calculated based on the contracted rate that MTD currently has with the City of Santa Barbara for the Downtown-Waterfront Shuttle. The City of Santa Barbara presented this to the Sapphire Princess cruise line which they agreed to pay. The Board requested that, moving forward, staff work with the City of Santa Barbara to create an agreement regarding the funding of special service requests that would bring a full cost recovery for MTD. Mr. Estrada stated that this would be brought back to the Board in the Master Agreement.

12. OTHER BUSINESS AND COMMITTEE REPORTS- (ACTION MAY BE TAKEN)

Steve Maas, Manager of Strategic Development and Compliance answered questions that Chair Davis had in regards to a TTAC Meeting and Measure A. Mr. Maas stated that many of the cities had major concerns regarding the Maintenance of Effort. He also stated that the Maintenance of Effort concern does not directly affect MTD.

General Manager Fisher stated that the lithium batteries are currently being tested and will soon be installed in an electric vehicle.

Director McQuary inquired about a report on the Triennial Audit of MTD. Mr. Estrada stated that a report would be received and brought to the Board at a later meeting.

Director McQuary requested that a follow-up Development Committee meeting be scheduled to discuss a Strategic Plan for the future of MTD.

13. RECESS TO CLOSED SESSION– UNION NEGOTIATIONS– (ACTION MAY BE TAKEN)

The Board will meet in closed session pursuant to Government Code §54957.6 to discuss labor negotiations with labor negotiators Sherrie Fisher, General Manager and Jerry Estrada, Assistant General Manager. ***PUBLIC COMMENT WILL BE ALLOWED RELATED TO THE CLOSED SESSION ITEM(S) BEFORE THE RECESS.***

Upon returning from the closed session Chair Davis reported that instructions were given to the negotiators and that no formal action had been taken.

14. ADJOURNMENT

Director Fahnestock moved to adjourn the meeting at 10:58 a.m. Director McQuary seconded the motion. The motion passed unanimously.

AMERICANS WITH DISABILITIES ACT: If you need special assistance to participate in this meeting, please contact the MTD Administrative Office at 963-3364 at least **48 hours in advance** of the meeting to allow time for MTD to attempt a reasonable accommodation.

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of June 1, 2010
For the Period May 11, 2010 through May 24, 2010

MONEY MARKET

Beginning Balance May 11, 2010 **\$1,289,518.96**

Accounts Receivable	193,538.63
Passenger Fares	178,251.69
Advertising & Prepaid Dep	7,555.00
Miscellaneous	1,475.98
Property Tax Revenue	<u>1,045.97</u>
Total Deposits	381,867.27

ACH Garnishment Trf	(2,167.80)
ACH Pensions Transfer	(37,072.56)
ACH Tax Deposit	(135,695.38)
Payroll Transfer	(300,683.15)
Operations Transfer	<u>(465,342.04)</u>
Total Disbursements	(940,960.93)

Ending Balance **\$730,425.30**

CASH INVESTMENTS

LAIF Account	\$5,028,015.45
Money Market Account	<u>730,425.30</u>

Total Cash Balance **\$5,758,440.75**

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$1,349,851.99)
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Working Capital **\$4,408,588.76**

**Santa Barbara Metropolitan Transit District
Accounts Payable**

Check #	Date	Company	Description	Amount	Voids
95456	5/12/2010	ALLIED ELECTRONICS	BUS PARTS	173.88	
95457	5/12/2010	ARCHBALD & SPRAY	LEGAL COUNSEL	14,876.85	
95458	5/12/2010	AMERICAN NAMEPLATE COMPANY	ENGRAVING SERVICES	31.32	
95459	5/12/2010	ANDREWS, HENRY	REIMBURSEMENT	257.56	
95460	5/12/2010	BAY CITY FAB DBA	BATTERY TRAY FABRICATIONS	2,261.88	
95461	5/12/2010	BOMAR SECURITY & INVESTIGATI	SECURITY SERVICES	1,748.12	
95462	5/12/2010	JOHN BRITTON	DIRECTOR FEES	120.00	
95463	5/12/2010	BUENA TOOL, INC.	SHOP/B&G SUPPLIES	162.64	
95464	5/12/2010	CALIFORNIA ELECTRIC SUPPLY, IN	SHOP/B&G SUPPLIES	400.47	
95465	5/12/2010	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	1,300.53	
95466	5/12/2010	CERTIFIED ENVIRONMENTAL	PROFESSIONAL SERVICES	360.00	
95467	5/12/2010	CINTAS FIRST AID & SAFETY DB	FIRST AID SUPPLIES	370.88	
95468	5/12/2010	COAST TRUCK PARTS	BUS PARTS	783.00	
95469	5/12/2010	COX COMMUNICATIONS	INTERNET & CABLE TV	212.95	
95470	5/12/2010	CUMMINS CAL PACIFIC LLC	BUS PARTS	1,086.19	
95471	5/12/2010	DAVID D. DAVIS JR.	DIRECTOR FEES	120.00	
95472	5/12/2010	DUSTCONTROL INC.	VACUUM SYSTEM PARTS	2,392.50	
95473	5/12/2010	DOCUPRODUCTS CORPORATION	COPIER COPIES & SUPPLIES	829.66	
95474	5/12/2010	DONS INDUSTRIAL, INC.	BUS PARTS/SHOP SUPPLIES	91.79	
95475	5/12/2010	EASY LIFT TRANSPORTATION, INC.	ADA SUBSIDY	47,867.00	
95476	5/12/2010	EBUS, INC.	BUS PARTS	467.99	
95477	5/12/2010	EVERYTHING ELECTRIC	SHOP/B&G SUPPLIES	221.52	
95478	5/12/2010	FALCON FUELS, INC.	BUS FUEL	16,673.80	
95479	5/12/2010	FEDERAL EXPRESS CORP.	FREIGHT CHARGES	60.83	
95480	5/12/2010	FEDEX OFFICE	PRINTING SERVICES	5.07	
95481	5/12/2010	FERRO MAGNETIC CORPORATION	BATTERY CHARGERS	240.11	
95482	5/12/2010	BRIAN FAHNESTOCK	DIRECTOR FEES	60.00	
95483	5/12/2010	GFI GENFARE, INC.	FAREBOX REPAIRS & PARTS	4,211.20	
95484	5/12/2010	GIBBS INTERNATIONAL INC	BUS PARTS/SUPPLIES	582.38	
95485	5/12/2010	GILLIG LLC DBA	BUS PARTS	4,551.51	
95486	5/12/2010	GOODYEAR TIRE & RUBBER CO	LEASED TIRES	21,958.84	
95487	5/12/2010	GRAINGER, INC.	SHOP/B&G SUPPLIES	222.72	
95488	5/12/2010	GOLETA VALLEY CHAMBER OF CO	TABLE SPONSORSHIP	500.00	
95489	5/12/2010	H.G. MAKELIM CO.	BUS PARTS	7,254.72	
95490	5/12/2010	HILLYARD/LOS ANGELES	SHOP SUPPLIES	592.36	
95491	5/12/2010	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	41.96	
95492	5/12/2010	INTERCON TECHNOLOGIES DBA	EV/CHARGER REPAIRS	2,826.16	

Check #	Date	Company	Description	Amount	Voids
95493	5/12/2010	INDOFF, INC.	OFFICE SUPPLIES	1,594.84	
95494	5/12/2010	JOY EQUIPMENT PROTECTION, INC.	SERVICING FIRE EXTINGUISHERS	1,082.06	
95495	5/12/2010	LARA'S AUTO REPAIR DBA	BUS REPAIRS	45.00	
95496	5/12/2010	MATSON COMPANY CORP	BATTERY BOXES	939.62	
95497	5/12/2010	MC CORMIX CORP. (OIL)	LUBRICANTS	4,152.97	
95498	5/12/2010	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	2,223.76	
95499	5/12/2010	CHUCK MCQUARY	DIRECTOR FEES	120.00	
95500	5/12/2010	MARVAC ELECTRONICS	BUS PARTS & SHOP SUPPLIES	22.57	
95501	5/12/2010	MILPAS RENTAL INC.	EQUIPMENT RENTAL	332.44	
95502	5/12/2010	MARCELO PACHECO	TOOL ALLOWANCE	1,100.00	
95503	5/12/2010	MISSION LINEN SUPPLY, INC	UNIFORM & LINEN SERVICE	4,930.39	
95504	5/12/2010	MOTOR COACH INDUSTRIES	BUS PARTS	44.17	
95505	5/12/2010	MOUNTAIN SPRING WATER	SHOP & OFFICE SUPPLIES	1,145.45	
95506	5/12/2010	MUZICRAFT, INC	TC CONTRACT MAINTENANCE	38.00	
95507	5/12/2010	NEWEGG, INC	COMPUTER SUPPLIES & REPAIRS	758.94	
95508	5/12/2010	NU-COOL REDI GREEN	COOLANTS & SHOP SUPPLIES	424.67	
95509	5/12/2010	NORTHWEST PUMP	FUEL ISLAND SUPPLIES	433.40	
95510	5/12/2010	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	1,959.24	
95511	5/12/2010	NOVACOAST INTERNATIONAL	TECHNICAL SUPPORT	2,880.00	
95512	5/12/2010	POINDEXTER, CAREY	MEDICAL REIMBURSEMENT	532.00	
95513	5/12/2010	PORT SUPPLY	BUS PARTS	41.28	
95514	5/12/2010	PRAXAIR DISTRIBUTION, INC.	SHOP SUPPLIES	91.74	
95515	5/12/2010	RAMIREZ, ENRIQUE	VTT/DRIVERS LICENSE REIMBURSEM	49.00	
95516	5/12/2010	SD AUTO PARTS (NAPA) DBA	BUS PARTS	232.90	
95517	5/12/2010	SANTA BARBARA NEWSPRESS	PUBLIC NOTICES	47.52	
95518	5/12/2010	SM TIRE, CORP.	BUS TIRE MOUNTING	2,054.23	
95519	5/12/2010	SMART & FINAL	OFFICE/MEETING SUPPLIES	376.55	
95520	5/12/2010	SNAP-ON TOOLS	SERVICE VEHICILE PARTS	14.36	V
95521	5/12/2010	SO. CAL. EDISON CO.	UTILITIES	6,669.85	
95522	5/12/2010	SOFTCHOICE CORP, INC.	COMPUTER SOFTWARE	58.73	
95523	5/12/2010	SOFTCHOICE CORP, INC.	COMPUTER SOFTWARE	12,391.41	
95524	5/12/2010	SPECIALTY TOOL & BOLT	SHOP SUPPLIES	256.11	
95525	5/12/2010	STAPLES CREDIT PLAN	OFFICE & COMPUTER SUPPLIES	438.17	
95526	5/12/2010	SUPREME AUTO CARE PROD., LLC	BUS CLEANING SUPPLIES	156.44	
95527	5/12/2010	SUMNER, JAMES	DMV REIM	49.00	
95528	5/12/2010	SB CITY OF-REFUSE/WATER	UTILITIES	3,684.63	
95529	5/12/2010	TELCOM, INC.	RADIO INSTALLATION & SERVS.	2,374.68	
95530	5/12/2010	THE LIGHTHOUSE	SHOP SUPPLIES	37.95	
95531	5/12/2010	THE MEDCENTER	MEDICAL EXAMS	2,922.00	
95532	5/12/2010	TEAMSTERS MISC FUND	UNION MEDICAL/DENTAL	118,478.15	

Check #	Date	Company	Description	Amount	Voids
95533	5/12/2010	TRI-COUNTY AUTO GLASS INC	REPLACE BUS WINDOWS	220.00	
95534	5/12/2010	UPS FREIGHT	FREIGHT SHIPPING	184.00	
95535	5/12/2010	INTERSTATE CAPITAL CORPORATI	UNIFORMS	175.12	
95536	5/12/2010	INTERSTATE CAPITAL CORPORATI	UNIFORMS	1,461.37	
95537	5/12/2010	VALLEY POWER SYSTEMS, INC.	BUS PARTS	171.90	
95538	5/12/2010	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	63.68	
95539	5/12/2010	WAYTEK INC.	BUS PARTS & SHOP SUPPLIES	341.63	
95540	5/12/2010	RICHARD WEINBERG	DIRECTOR FEES	120.00	
95541	5/12/2010	WURTH USA WEST INC.	SHOP SUPPLIES	316.99	
95542	5/21/2010	ROGER STEVEN ACEVES	DIRECTOR FEES	120.00	
95543	5/21/2010	ADVANCED CABLE SYSTEMS CORP.	CABLE TESTING	5,739.62	
95544	5/21/2010	APPLIED INDUSTRIAL TECHNOLOGI	BUS & FAIRBOX PARTS	290.56	
95545	5/21/2010	AMERICAN WATER WORKS, INC	POWER WASHER PARTS	199.02	
95546	5/21/2010	BASZILE METALS SERVICE	REBUILT BIKE RACKS	1,950.00	
95547	5/21/2010	BNS ELECTRONICS, INC.	GIB. SITE RENTAL	230.56	
95548	5/21/2010	BOMAR SECURITY & INVESTIGATI	SECURITY SERVICES	612.48	
95549	5/21/2010	BUENA TOOL, INC.	SHOP/B&G SUPPLIES	177.80	
95550	5/21/2010	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	640.31	
95551	5/21/2010	CITY OF SANTA BARBARA	FIBER USE MOU REIMBURSEMENT	13,430.00	
95552	5/21/2010	CENTRAL COAST CIRCULATION, LL	BUS BOOK DISTRIBUTION	575.00	
95553	5/21/2010	CHILD SUPPORT ENFORCEMENT AG	PAYROLL RELATED	147.69	
95554	5/21/2010	COMMUNITY RADIO, INC.	GIB. SITE RENTAL	225.35	
95555	5/21/2010	CINTAS FIRST AID & SAFETY DB	FIRST AID SUPPLIES	275.13	
95556	5/21/2010	CUMMINS CAL PACIFIC LLC	BUS PARTS	272.02	
95557	5/21/2010	CUNNINGHAM'S RADIATOR DBA	REPAIR SERVICE	820.00	
95558	5/21/2010	DAVE BANG ASSOCIATES, INC.	BUS BENCHES, TRASH RECEPTACLES	2,870.21	
95559	5/21/2010	DEAILE, MARY	PAYROLL RELATED	106.15	
95560	5/21/2010	DONS INDUSTRIAL, INC.	BUS PARTS/SHOP SUPPLIES	250.31	
95561	5/21/2010	DOWNTOWN ORGANIZATION, INC.	TC MAINTENANCE	400.00	
95562	5/21/2010	FALCON FUELS, INC.	BUS FUEL	66,816.25	
95563	5/21/2010	FRAZEE INDUSTRIES, INC	BUS STOP MAINT.	81.52	
95564	5/21/2010	STATE OF CALIFORNIA	PAYROLL RELATED	275.00	
95565	5/21/2010	GFI GENFARE, INC.	FAREBOX REPAIRS & PARTS	524.71	
95566	5/21/2010	GIBBS INTERNATIONAL INC	BUS PARTS/SUPPLIES	3,170.78	
95567	5/21/2010	GILLIG LLC DBA	BUS PARTS	460.84	
95568	5/21/2010	GOODYEAR TIRE & RUBBER CO	LEASED TIRES	539.72	
95569	5/21/2010	GRAHAM CHEVROLET CORP.	SERVICE VEHICLE PARTS	3,612.24	
95570	5/21/2010	GRAINGER, INC.	SHOP/B&G SUPPLIES	8.47	
95571	5/21/2010	GRAYBAR ELECTRIC COMPANY, IN	BUS PARTS	100.16	
95572	5/21/2010	HARVEST CHRISTIAN FELLOWSHIP	REFUND	355.33	

Check #	Date	Company	Description	Amount	Voids
95573	5/21/2010	H.G. MAKELIM CO.	BUS PARTS	4,532.42	
95574	5/21/2010	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	22.61	
95575	5/21/2010	HYDREX PEST CONTROL	FUMIGATION	70.00	
95576	5/21/2010	INTELLICORP RECORD INC.	PRE-EMPLOYMENT CHECK	12.45	
95577	5/21/2010	UNITED STATES TREASURY - IRS	PAYROLL RELATED	500.00	
95578	5/21/2010	SHERIFF CIVIL BUREAU	PAYROLL RELATED	909.32	
95579	5/21/2010	LARA'S AUTO REPAIR DBA	BUS REPAIRS	90.00	
95580	5/21/2010	LUBRICATION ENGINEERS, INC.	LUBRICANTS	161.71	
95581	5/21/2010	MAGALDI AND MAGALDI	BUS PARTS	479.73	
95582	5/21/2010	MARBORG INDUSTRIES (INC)	UTILITIES & RENTAL FEES	160.48	
95583	5/21/2010	MC CORMIX CORP. (OIL)	LUBRICANTS	2,834.52	
95584	5/21/2010	MIKE CUEVAS GARDENING SERVIC	LANDSCAPE MAINTENANCE SERVICE	664.00	
95585	5/21/2010	MOTOR COACH INDUSTRIES	BUS PARTS	209.81	
95586	5/21/2010	NEWEGG, INC	COMPUTER SUPPLIES & REPAIRS	2,368.23	
95587	5/21/2010	NEW FLYER INDUSTRIES CANADA	BUS PARTS	158.84	
95588	5/21/2010	NEWARK ELECTRONICS	BUS PARTS	34.96	
95589	5/21/2010	NU-COOL REDI GREEN	COOLANTS & SHOP SUPPLIES	288.00	
95590	5/21/2010	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	552.96	
95591	5/21/2010	PEI-GENESIS INC.	PARTS	74.64	
95592	5/21/2010	PHILLIPS 66-CONOCO-76	SERVICE VEHICLE FUEL	114.92	
95593	5/21/2010	PRINTING IMPRESSIONS DBA	PRINTING SERVICES	381.04	
95594	5/21/2010	REPUBLIC ELEVATOR, INC	ELEVATOR MAINTENANCE	132.07	
95595	5/21/2010	SAFT AMERICA INC.	BUS BATTERIES	174.00	
95596	5/21/2010	SB COUNTY FEDERAL CREDIT UNIO	PAYROLL DEDUCTION	1,348.00	
95597	5/21/2010	SANTA BARBARA NEWSPRESS	PUBLIC NOTICES	51.04	
95598	5/21/2010	SEELEY-RUIZ, KAREN	PAYROLL RELATED	75.69	
95599	5/21/2010	SMITTY'S TOWING SERVICE DB	TOWING SERVICES	50.00	
95600	5/21/2010	SERVICE MASTER OF SANTA BARB	JANITORIAL SERV./SUPPLIES	4,952.00	
95601	5/21/2010	SM TIRE, CORP.	BUS TIRE MOUNTING	130.23	
95602	5/21/2010	SO. CAL. EDISON CO.	UTILITIES	4,425.46	
95603	5/21/2010	SOFTCHOICE CORP, INC.	COMPUTER SOFTWARE	4,750.00	
95604	5/21/2010	SOUTHERN CALIFORNIA GAS COMP	UTILITIES	197.44	
95605	5/21/2010	STEWART'S DE-ROOTING & PLUMBI	PLUMBING REPAIRS	165.00	
95606	5/21/2010	STONE ELECTRONICS COMPANY	CHARGER DATA METERS	3,231.50	
95607	5/21/2010	TELCOM, INC.	RADIO INSTALLATION & SERVS.	1,435.50	
95608	5/21/2010	TEAMSTERS UNION LOCAL NO. 186	UNION DUES	114.27	
95609	5/21/2010	UPS FREIGHT	FREIGHT SHIPPING	138.23	
95610	5/21/2010	UNITED PARCEL SERVICE, INC.	FREIGHT CHARGES	491.17	
95611	5/21/2010	UNITED WAY OF SB	PAYROLL DEDUCTION	108.00	
95612	5/21/2010	VALLEY POWER SYSTEMS, INC.	BUS PARTS	1,220.61	

Check #	Date	Company	Description	Amount	Voids
95613	5/21/2010	VENTURA COUNTY STAR	PUBLIC NOTICES	115.24	
95614	5/21/2010	VENTURA STEEL, INC.	TOW TRUCK PART	26.10	
95615	5/21/2010	VERIZON CALIFORNIA	TELEPHONES	287.25	
95616	5/21/2010	VERIZON WIRELESS	WIRELESS PHONES	399.19	
95617	5/21/2010	WESTERN STATES TRANSMISSIONS	BUS PARTS	6,519.56	
95618	5/21/2010	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	709.68	
95619	5/21/2010	WAYNE'S TIRE INC.	VEHICLE TIRES	10.00	
95620	5/21/2010	YACO SCHOLARSHIP FUND	PR DEDUCTION	44.00	
				465,356.40	
				Current Cash Report Voided Checks:	14.36
				Prior Cash Report Voided Checks:	0.00
				Grand Total:	\$465,342.04

**Santa Barbara Metropolitan Transit District
Cash Receipts of Accounts Receivable**

Date	Company	Description	Amount
5/11/2010	City of Carpinteria-Seaside Shuttle	Special Event	2,523.12
5/11/2010	Godzilla Graphics	Advertising on Buses	6,222.00
5/11/2010	Godzilla Graphics	Advertising on Buses	4,640.00
5/11/2010	Kara Woods Agency	Advertising on Buses	8,807.00
5/11/2010	Santa Barbara Fair & Expo	Advertising on Buses	2,020.00
5/11/2010	Spectrum Clubs, Inc.	Advertising on Buses	2,682.00
5/12/2010	City of SB - Browning Allen	Downtown Shuttle-April '10	90,498.75
5/12/2010	UCSB - Parking Services	Passes/Passport Sales	10,628.00
5/12/2010	Wayne Kosaka Design	Advertising on Buses	3,040.00
5/12/2010	Wayne Kosaka Design	Advertising on Buses	519.00
5/13/2010	City of SB - Public Works	Advertising on Buses	800.00
5/13/2010	Fritz Creative	Advertising on Buses	2,941.00
5/14/2010	ASTI Holding Company, LLC	Overpass Property Lease-May '10	14,000.00
5/14/2010	Department of Rehabilitation	Passes/Token Sales	20.00
5/14/2010	Department of Rehabilitation	Passes/Token Sales	20.00
5/14/2010	Department of Rehabilitation	Passes/Token Sales	20.00
5/14/2010	Department of Rehabilitation	Passes/Token Sales	20.00
5/14/2010	S.B.C.A.G.	Schedule Holders	362.84
5/17/2010	City of SB Creeks Division	Advertising on Buses	483.00
5/17/2010	City of SB Creeks Division	Advertising on Buses	483.00
5/17/2010	Mercury Casualty Company	Insurance Claim	901.76
5/17/2010	S.B.C.A.G.	VE-CAE Commuter Service-April '10	5,019.00
5/18/2010	Whole Foods Market	Advertising on Buses	2,422.00
5/19/2010	City of SB - Commuter Lot	Commuter Lot Shuttle - May '10	16,945.08
5/19/2010	City of SB - Commuter Lot	Commuter Lot Shuttle - April '10	16,945.08
5/24/2010	The Jewelry Mart	Advertising on Buses	288.00
5/24/2010	The Jewelry Mart	Advertising on Buses	288.00
Total Accounts Receivable Paid During Period			\$193,538.63



BOARD OF DIRECTORS REPORT

MEETING DATE: JUNE 1, 2010

AGENDA ITEM #: 8

TYPE: ACTION ITEM

PREPARED BY: STEVE MAAS

Signature

REVIEWED BY: ASSISTANT GENERAL MANAGER

AGM Signature

SUBJECT: Fiscal Year 2010-11 Memorandum of Understanding (MOU) with Easy Lift

RECOMMENDATION:

A) Receive update from Easy Lift Executive Director Ernesto Paredes on Americans with Disabilities Act (ADA) complementary paratransit service.

B) Authorize General Manager Fisher to sign an Amended MOU with Easy Lift.

DISCUSSION:

Federal law, the Americans with Disabilities Act of 1990 (ADA), requires public transit operators to provide "complementary paratransit service" for persons who cannot utilize fixed-route service. The MTD must ensure that curb-to-curb paratransit service is available for such persons whenever and wherever the MTD provides bus service.

From 1990 to the present, the MTD has complied with this unfunded ADA mandate by continuing to subsidize the paratransit service provided by Easy Lift. This arrangement has worked well for both agencies, and MTD and Easy Lift staff have a very good working relationship.

Staff recommends that MTD continue to provide Easy Lift with a subsidy to provide the paratransit service. The draft amended Memorandum of Understanding (MOU) attached to this report will provide Easy Lift with a FY 2011 MTD subsidy of \$574,411, essentially identical to FY 2010. It also includes two option years that, if executed, will extend the agreement through June 30, 2013.

ATTACHMENTS:

- Draft Amended Memorandum of Understanding with Easy Lift Transportation

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AMENDED MEMORANDUM OF UNDERSTANDING FOR PROVISION OF AMERICANS WITH DISABILITIES ACT (ADA) COMPLEMENTARY PARATRANSIT SERVICES

THIS Amended Memorandum of Understanding is entered into by and between the **SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code (hereinafter referred to as "MTD"), and **EASY LIFT TRANSPORTATION, INC.**, a corporation (hereinafter referred to as "Easy Lift"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

RECITALS

WHEREAS, the Americans with Disabilities Act (ADA) requires that public fixed-route transit operators provide both an accessible fixed-route system and an accessible curb-to-curb complementary paratransit system that operates during the same days and hours and with the same geographic coverage as the fixed-route service; and

WHEREAS, Easy Lift is a California 501.3c nonprofit corporation that desires to provide the ADA complementary paratransit service on behalf of MTD and has been standing in the shoes of the fixed-route operator for this purpose for many years; and

WHEREAS, the parties have historically agreed to collaborate to provide ADA complementary paratransit service; and

WHEREAS, the parties agree to collaborate on all available funding opportunities for paratransit service; and

WHEREAS, to continue their collaborative relationship, the parties desire to amend the parties' existing Memorandum of Understanding to ensure that all ADA complementary paratransit requirements of MTD within MTD's existing service area are fulfilled by Easy Lift and to comply with the requirements of the Federal Transit Administration ("FTA").

WITNESS

NOW, THEREFORE, MTD AND EASY LIFT DO MUTUALLY AGREE AS FOLLOWS:

1. Existing Memorandum of Understanding.

This amended agreement ("Agreement") supersedes any and all other agreements between MTD and Easy Lift.

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2. Definitions.

- A. "Accessible" means complying with the accessibility requirements of 49 Code of Federal Regulations (CFR) Parts 37 and 38.
- B. "ADA" means the Americans with Disabilities Act of 1990, and any amendments thereto.
- C. "ADA paratransit service" means complementary curb-to-curb transportation service required by the Americans with Disabilities Act (ADA) for individuals with disabilities who are unable to use fixed-route transportation systems.

3. Purpose.

- A. To memorialize and acknowledge that both parties contribute significant resources to the provision of ADA paratransit.
- B. To enhance the quality of life in the South Coast of Santa Barbara County by ensuring the availability of cost-effective and efficient complementary paratransit service that conforms to the requirements of the ADA and the Federal Transit Administration (FTA).
- C. To ensure that the parties act in conformity with the requirements of the ADA and this Agreement. The ADA, including 49 Code of Federal Regulations Parts 37 and 38 is incorporated by reference. Should this Agreement conflict with the ADA, the provisions of the ADA shall control.

4. Term.

- A. This Agreement shall commence on July 1, 2010, and shall continue until June 30, 2011, unless terminated or canceled as set forth in Articles 9 and 10 or superseded by a future amendment, with such extensions as are provided herein.
- B. Upon the approval of the General Manager of MTD and the Executive Director of Easy Lift, and provided that this Agreement is in effect at the time, the Agreement may be extended for a period of one additional year upon each, July 1, 2011, and July 1, 2012, for a total possible term of three (3) years to and including June 30, 2013.

5. Compensation.

- A. MTD agrees to pay Easy Lift a maximum compensation of \$574,411 for fiscal year 2011 for operating expenses to provide the transportation services described herein between July 1, 2010 and June 30, 2011. The maximum compensation shall be adjusted by mutual consent if MTD requests an adjustment in the amount of complementary paratransit service provided.
- B. All ADA Dial-A-Ride farebox revenue collected by Easy Lift shall be utilized for the provision of ADA paratransit service within MTD's jurisdiction for individuals who are eligible for ADA paratransit service.

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- C. Upon exercise of approval for extension pursuant to Article 4.B herein, services shall continue to be provided under and upon the same terms, provisions, limitations and conditions as provided for the initial term, except that the annual compensation paid by MTD to Easy Lift shall be adjusted by a percentage equal to but not exceeding the increase in the Consumer Price Index reported for the January immediately preceding the start of the fiscal year over the Base Index provided herein. The Consumer Price Index to be used shall be the U.S. Department of Labor Consumer Price Index for All Urban Consumers, All Items, for Los Angeles – Riverside – Orange County, CA (1982-84 = 100). The Base Index shall be such Consumer Price Index as reported on January 1, 2010.
 - D. Easy Lift shall remit monthly invoices to MTD following the end of the month for which payment is requested. MTD shall remit payment for each invoice within thirty (30) calendar days of receipt of monthly invoice.
 - E. The monthly invoices submitted following the end of each month of each fiscal year of this Agreement shall be in the amount of one-twelfth of the total compensation for the fiscal year.
 - F. If in any year during the term of this Agreement, Easy Lift does not intend to submit an application for any public subsidy, Easy Lift shall notify MTD not less than thirty (30) calendar days preceding the date application for such public subsidy is due. If in any year during the term of this Agreement, Easy Lift fails to receive any public subsidy that Easy Lift received in the prior year, Easy Lift shall notify MTD within fourteen (14) calendar days following the date Easy Lift is notified that such public subsidy was not awarded.
6. Scope of Services.
- A. In consideration of the compensation provided for in this Agreement, and subject to the terms of this Agreement, Easy Lift agrees to operate accessible curb-to-curb complementary paratransit service to ADA paratransit eligible persons as set forth in the ADA and this Agreement.
 - B. MTD shall coordinate with Easy Lift when planning route or schedule changes that may impact the number of hours of ADA complementary paratransit service required. Should MTD's hours of operation or route coverage change, MTD shall provide Easy Lift thirty (30) days notice of any such change so that Easy Lift may comply with any such change. As described in Article 5.A herein, the maximum compensation shall be adjusted by mutual consent if the MTD requests an adjustment in the amount of complementary paratransit service provided. During each fiscal year throughout the term of the Agreement, Easy Lift shall provide sufficient hours of ADA paratransit service to meet MTD's ADA requirements.

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- C. Easy Lift shall notify MTD in writing one hundred twenty (120) days prior to implementing any change in Easy Lift's use of funds not provided under this Agreement, if said change will affect the fulfillment of MTD's ADA paratransit service requirements.
- D. No portion of funds provided to Easy Lift by MTD under this Agreement shall be utilized directly or indirectly to cover any costs other than costs for the provision of ADA paratransit service within MTD's jurisdiction for ADA paratransit eligible individuals.
- E. Easy Lift shall, at Easy Lift's cost:
 - 1) Provide during the term of the Agreement not less than the level of ADA paratransit service hours, dispatch service, and enrollment/mobility training/verification services that Easy Lift provided in June 2010.
 - 2) Provide information to the public about the ADA eligibility process and about ADA paratransit services. Such information shall be made available in accessible formats upon request.
 - 3) Provide ADA paratransit service to ADA paratransit eligible riders for any trip purpose. ADA paratransit service shall comply with 49 CFR Part 37 Sections 37.123 through 37.133.
 - 4) Provide ADA paratransit service within the portions of MTD's statutory boundaries as required by the ADA and approved by MTD.
 - 5) Employ a sufficient number of qualified, regularly-employed personnel to perform functions necessary to carry out this Agreement, including overall management and administration, operations management, accounting and bookkeeping services, and service delivery.
 - 6) Provide driver training for Easy Lift vehicle operators as appropriate to ensure that the operators are proficient in all skills involved in transporting ADA paratransit eligible persons.
 - 7) Maintain all vehicles utilized in the performance of this Agreement in a safe and usable operating condition. Maintenance schedules shall be established and maintained on said vehicles.
 - 8) Establish ADA paratransit eligibility standards, subject to MTD approval, in conformance with 49 CFR Part 37 Section 37.123. Collect a per-trip fare from ADA paratransit eligible riders that shall comply with 49 CFR Part 37 Section 37.131(c) and shall not exceed twice MTD's full fare.
 - 9) Identify ADA paratransit eligible persons who require a personal care attendant and allow required personal care attendants to accompany ADA paratransit eligible riders at no fare pursuant to 49 CFR Part 37 Section 37.131(c)(3).

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- 10) Allow individuals to accompany ADA paratransit eligible persons pursuant to 49 CFR Part 37 Section 37.123(f). Collect a per-trip fare from such individuals that shall comply with 49 CFR Part 37 Section 37.131(c) and shall not exceed twice MTD's full fare.
- 11) Allow ADA paratransit eligible visitors from outside MTD's statutory boundaries to ride for up to a twenty-one (21) day period at the regular fare and in compliance with 49 CFR Part 37 Section 37.127.
- 12) Distinguish between those persons who are ADA paratransit eligible and those who are provided service on other grounds. Easy Lift shall keep records indicating the number of trips made by ADA paratransit eligible persons and other persons.
- 13) Maintain the minimum and maximum ride reservation time for all paratransit service pursuant to 49 CFR Part 37 Section 37.131.
- 14) Maintain a Drug and Alcohol Program for all safety-sensitive employees of Easy Lift and any subcontractors, pursuant to Article 39 herein, that fully satisfies FTA drug and alcohol policy and testing requirements and submit documentation of the Program to MTD as requested.
- 15) Pursuant to the California Transportation Development Act (TDA), annually undergo a fiscal audit of financial transactions and records performed by an independent certified public accountant. Said fiscal audit is to include the collection and expenditure of fares. Submit to MTD a copy of the aforementioned fiscal audit.
- 16) Pursuant to the California Transportation Development Act (TDA), annually submit to the State Controller a Financial Transactions Report. Submit to MTD a copy of the aforementioned report.
- 17) Submit to MTD a copy of Easy Lift's annual budget and any significant changes to the budget.
- 18) Submit to MTD annually complete National Transit Database information as required by the FTA.
- 19) Submit to MTD complete quarterly financial reports that include, but are not limited to: the rate per hour for ADA paratransit service, which includes the cost of support services such as dispatch and enrollment/mobility training/verification; total ADA paratransit service operating expense; total ADA paratransit service capital expense, and ADA paratransit service revenue by source (excluding the names of individual donors).
- 20) Submit to MTD complete monthly operating reports that include, but are not limited to: hours of ADA paratransit service, miles of ADA paratransit service, number of ADA paratransit one-way trips provided, number of ADA paratransit trips not provided in a one-hour window, number of ADA paratransit trips denied, hours of ADA

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paratransit dispatch service, and hours of ADA paratransit service enrollment/mobility training/verification. Submit to MTD complete monthly safety and security reports. Such monthly reports shall be submitted not later than the tenth day of the following month.

- 21) As required in documents prepared pursuant to Articles 6.E.15-20 herein, and in any other such documents prepared by or for Easy Lift, funds received by Easy Lift from MTD shall be separately listed as a subsidy from MTD, and shall not be included as farebox revenue. The exception to this shall be for farebox ratio reporting under provision of the California Transportation Development Act (TDA).
- 22) Submit to MTD monthly summaries of complaints regarding Easy Lift's provision of ADA complementary paratransit service.
- 23) Submit to MTD monthly updates of the number of registered Easy Lift ADA paratransit service riders.
- 24) Permit, and require its subcontractors to permit, MTD or its contractor to inspect all work materials, payrolls, and other data and records with respect to the duties and obligations under this Agreement and to audit the books, records, and accounts of Easy Lift and its subcontractors regarding financial, operational, and maintenance functions.

F. If Easy Lift Transportation, Inc., ceases business during the term of this Agreement, MTD shall have first opportunity to acquire all assets of Easy Lift.

7. Monitoring Program.

MTD shall implement the following mechanism to ensure adequate monitoring of the ADA complementary paratransit service provided by Easy Lift. Easy Lift shall facilitate the ability of MTD to conduct all elements of the monitoring mechanism.

A. Monthly.

MTD shall review Easy Lift monthly operating reports submitted to MTD pursuant to Article 6.E.20 herein. Easy Lift shall submit further information as requested by MTD following such review.

B. Quarterly.

MTD shall review Easy Lift quarterly financial reports submitted to MTD pursuant to Article 6.E.19 herein. At MTD staff meeting following September 30, December 31, March 31, and June 30, Easy Lift Executive Director or designee shall appear in person, if requested, to present to MTD staff a summary of the ADA paratransit service provided during the previous three months, including a summary of the quarterly financial reports and monthly operating reports submitted to MTD pursuant to Articles 6.E.19-20 herein.

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C. Every six months.

MTD Operations and Maintenance Departments may conduct site visits of Easy Lift. The site visits may include inspections of Easy Lift vehicles, Drug and Alcohol Program policies and testing results, operating records, and financial records. MTD staff shall interview Easy Lift staff and management as desired.

D. Annually.

Easy Lift shall submit annual information to MTD pursuant to Articles 6.E.15-18 herein. Easy Lift shall submit backup information as needed by MTD to ensure that all FTA requirements are met.

E. As needed.

MTD staff may conduct surprise visits as needed to monitor the ADA paratransit service provided by Easy Lift, without notice to Easy Lift. MTD may utilize MTD personnel to ride Easy Lift buses to monitor the ADA paratransit service without alerting to Easy Lift that MTD personnel are riding Easy Lift buses.

8. Civil Rights.

Easy Lift agrees to comply with the following requirements:

A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Easy Lift agrees that it shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Easy Lift agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Agreement:

- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Easy Lift agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Easy

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Lift agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Easy Lift agrees to comply with any implementing requirements FTA may issue.

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, Easy Lift agrees to refrain from discrimination against present and prospective employees for reason of age. Easy Lift agrees to comply with any implementing requirements FTA may issue.
 - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Easy Lift agrees that it shall comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Easy Lift agrees to comply with any implementing requirements FTA may issue.
- C. Access Requirements for Persons with Disabilities. The Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:
- 1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - 2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - 3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

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- 4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - 5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - 6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - 7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - 8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
 - 9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 - 10) Any implementing requirements FTA may issue.
- D. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement.
9. Remedies for Breach of Contract.
- A. Either party may, by written notice of default, terminate the whole or any part of this Agreement if either party fails to perform the services or provide financial contributions stipulated within the time specified herein or any extension thereof; or if either party fails to perform any of the other provisions of the Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of thirty (30) days (or such longer period as mutually agreed upon by the parties in writing) after receipt of notice from the party specifying such failure.
 - B. If the Agreement is terminated in whole or in part for default, MTD may procure, upon such terms and in such manner as the MTD Procurement Officer may deem appropriate, supplies or services similar to those so terminated. Easy Lift shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause.
 - C. Except with respect to defaults of subcontractors, Easy Lift shall not be liable for any excess costs if the failure to perform the Agreement arises out of cause beyond the control and without the fault or negligence of Easy Lift. If the failure to perform the Agreement arises out of causes beyond the control of both Easy Lift and subcontractor, and without the fault or negligence of either of them, Easy Lift shall not be liable for any excess costs for failure to perform, unless the supplies or services to be

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furnished by the subcontractor were obtainable from other sources in sufficient time to permit Easy Lift to meet the required delivery schedule.

- D. Payment of completed supplies delivered to and accepted by MTD shall be at the Agreement price. MTD may withhold from amounts otherwise due Easy Lift for such completed supplies such sum as the Procurement Officer determines to be necessary to protect MTD against loss because of outstanding liens or claims of former lien holders.
- E. The rights and remedies of MTD and Easy Lift provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

10. Termination.

- A. Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time by written notice one hundred twenty (120) days in advance of the ending date of the fiscal year when it is in the party's best interest. Upon the effective date of the written notice of termination, Easy Lift shall cease performance of services to the extent specified in the notice. MTD shall pay Easy Lift allowable costs incurred to date of termination, plus those costs deemed reasonably necessary to effectuate such termination. In no instance will Easy Lift be paid for anticipated profit on unperformed work or undelivered materials. Easy Lift shall promptly submit its termination claim to MTD to be paid Easy Lift.
- B. Termination for Default. If Easy Lift does not deliver items, provide services or perform work in the manner called for in the Agreement, or if Easy Lift fails to comply with any other provisions of the Agreement, MTD may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on Easy Lift setting forth the manner in which Easy Lift is in default. Easy Lift will only be paid the Agreement price for items delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement. If MTD determines within thirty (30) days that Easy Lift had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of Easy Lift, MTD, after setting up a new delivery of performance schedule, may allow Easy Lift to continue work, or treat the termination as a termination for convenience.
- C. Opportunity to Cure. MTD shall, in the case of a termination for breach or default, allow Easy Lift thirty (30) days in which to cure the defect. If Easy Lift fails to remedy to MTD's satisfaction the breach or default or any of the terms, covenants, or conditions of the Agreement within the specified time period, MTD shall have the right to terminate the Agreement without any further obligation to Easy Lift. Any such termination for default shall not in any way operate to preclude MTD from also pursuing all available remedies against Easy Lift and its sureties for said breach or default.

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- D. Waiver of Remedies for any Breach. In the event that MTD elects to waive its remedies for any breach by Easy Lift of any covenant, term, or condition of the Agreement, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.
- E. Easy Lift agrees to include this Termination Clause in all subcontracts issued pursuant to this Agreement in excess of \$10,000.

11. Insurance Requirements.

Easy Lift shall, for the full term of this Agreement, and any renewal or extension or continuation thereof, maintain in force and effect insurance policies containing no less than the following minimum coverages and limits, or comparable insurances if approved in writing by MTD prior to Easy Lift commencing any work or receiving any payments under this Agreement:

A. Comprehensive General Liability.

A policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit for bodily injury and property damage, providing at least all of the following minimum coverages (without deductibles):

- 1) Premises Operations.
- 2) Blanket Contractual.
- 3) Personal Injury/Bodily Injury.

B. Workers' Compensation and Employer' Liability.

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Easy Lift.

- 1) This policy shall provide coverage for Worker's Compensation (Coverage A).
- 2) This policy shall also provide coverage of One Hundred Thousand Dollars (\$100,000) Employers' Liability (Coverage B).

C. Comprehensive Business Auto.

A policy with a minimum limit of not less than Five Million Dollars (\$5,000,000) combined single limit for bodily injury and property damage, providing at least all of the following coverages (any deductibles shall be subject to advance approval by MTD):

- 1) Coverages shall be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement.

D. Endorsements.

All of the following endorsements are required to be made a part of each of the required policies as stipulated below. For the Comprehensive

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General Liability policy only, identify on the Certificate of Insurance as “following form.”

- 1) “The Santa Barbara Metropolitan Transit District (MTD), its employees, officers, agents and contractors are hereby added as additional insureds.
- 2) “This policy shall, for all purposes, be considered “primary” with regard to any claim(s) arising in any manner from this Agreement or the performances occurring thereunder and/or as a result thereof. To the extent MTD may have its own insurance(s), and/or any self-insured retention(s), such are to be considered, if at all, merely “excess” to this policy and, under no circumstances shall the existence of any such insurance(s) and/or self-insured retention(s) serve in any way to abrogate, limit, modify or diminish the indemnification obligations of Easy Lift, as set forth below herein.
- 3) “This insurance shall act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
- 4) “Sixty (60) days prior written notice shall be given to MTD in the event of cancellation and/or reduction in coverage of any nature. Such notice shall be sent to:

General Manager
Santa Barbara Metropolitan Transit District
550 Olive Street
Santa Barbara, CA 93101

MTD reserves the right to terminate this Agreement at any time within such 60 day period should it so desire, unless written proof is provided of the reinstatement of the coverage(s) required hereunder prior to such notice of termination having been given.

- 5) Endorsement No. 4 is the only endorsement required to be made a part of the Worker’s Compensation and Employers’ Liability policy.

E. Proof of Coverage.

Copies of all the required endorsements shall be attached to the Certificate of Insurance that shall be provided by Easy Lift’s insurance company as evidence of the stipulated coverages. This Proof of Insurance shall then be mailed to:

General Manager
Santa Barbara Metropolitan Transit District
550 Olive Street
Santa Barbara, CA 93101

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F. Special Provisions.

- 1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Easy Lift and any approval of said insurance by the Board, MTD, or their insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Easy Lift pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.
- 2) MTD reserves the right to withhold payments to Easy Lift in the event of material noncompliance with the insurance requirements outlined below.

12. Employee Fidelity Bond.

Easy Lift shall supply to MTD a fidelity bond issued by an insurance company licensed to do business in the State of California, insuring MTD against dishonesty or fraudulent acts of the employees of Easy Lift in the amount of Fifty Thousand Dollars (\$50,000) per employee.

13. Indemnification.

As between MTD and Easy Lift, Easy Lift is deemed to assume responsibility and liability for, and Easy Lift shall indemnify, defend and hold harmless MTD and any and all of its officers, agents, servants or employees from and against any and all claims, losses, damages, charges or expenses, whether direct or indirect, to which MTD or such officers, agents, servants or employees may be put or subjected, by reason of any alleged damage, loss, injury or death, of any kind or nature whatsoever, whether to persons or to property, caused by or resulting from, or in connection with, any act or action, or neglect or omission, arising in any manner, whatsoever, from any activity or performance arising out of or resulting from this Agreement, and/or from any activity or event or occurrence undertaken in furtherance of this Agreement, by any individual or entity.

14. Health and Safety.

Easy Lift shall assure that its employees and subcontractors comply with standards of safety contained in all applicable laws and regulations, including but not limited to:

- A. California Code of Regulations Title 8 (CAL/OSHA).
- B. Code of Federal Regulations Title 29, Part 1901 and 1926, as appropriate (FED/OSHA).
- C. Appropriate trade association safety standards.
- D. Appropriate equipment manufacturer instructions.
- E. In cases where published standards conflict, the standard providing the highest degree of protection shall prevail.

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15. Notices.

Unless otherwise agreed or stated herein, all written notices, invoices, payments, and reports required by this Agreement shall be delivered by first class mail through the facilities of the United States Post Office, postage prepaid, addressed to the applicable party as set forth below:

To MTD:

General Manager
Santa Barbara Metropolitan Transit District
550 Olive Street
Santa Barbara, CA 93101

To Easy Lift:

Executive Director
Easy Lift Transportation, Inc.
53 Cass Place, Suite D
Goleta, CA 93117

16. Independent Contractor.

- A. MTD does hereby engage and retain Easy Lift as an independent contractor to centralize, consolidate, coordinate, manage, supervise, and conduct necessary operations relating to the delivery of paratransit transportation service to ADA-eligible individuals linking intercommunity origins and destinations within the boundaries of MTD.
- B. In this capacity, Easy Lift shall act as an independent contractor and retain the right to exercise full control and supervision over its employees (subject to the monitoring program pursuant to Article 7 herein), their compensation and discharge, and agrees to be solely responsible for all matters relating to payment of its employees, including compliance with social security, withholdings, and all other laws and regulations governing such matters. Easy Lift agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors, during the life of this Agreement, and to indemnify MTD against any claims.
- C. In providing the services as set forth in this Agreement, Easy Lift shall act as an independent contractor and not as an employee of MTD. In accordance with that relationship, Easy Lift shall assume all responsibility for federal and state income tax withholding, FICA, SDI, and any other deductions from income that Easy Lift is properly required to make as an independent contractor.
- D. Nothing in this Agreement shall be construed to create, nor do the parties intend to create, any partnership, joint venture, or agency relationship between MTD and Easy Lift. Both parties to this Agreement understand and acknowledge that this Agreement is not a contract of employment between MTD and Easy Lift.

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17. Third Party Obligations.

Easy Lift shall be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Agreement. Easy Lift shall directly pay such parties for all amounts due under said arrangement. Easy Lift shall exert its best efforts to prevent any loss to MTD from the failure of proper performance of any third party. MTD's only obligation with respect to such third parties shall be limited to reimbursement to Easy Lift for those expenses for which MTD is obligated to reimburse by virtue of the terms of this Agreement.

18. Assignment of Work.

Easy Lift may not assign the service provided pursuant to this Agreement without prior authorization from MTD.

19. Applicable Law.

This Agreement shall be construed and all disputes arising therefrom shall be settled in accordance with the laws of the State of California. Pending final resolution of a dispute thereunder, Easy Lift shall proceed diligently with the Project.

20. Nonwaiver.

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

21. Contract Changes.

Modification of this Agreement shall be accomplished only through written amendments executed by duly authorized representatives of MTD and Easy Lift. MTD may, however, at any time, and by written order, make changes, within the general scope of this Agreement. If any such change causes an increase or decrease in the cost of the performance of any part of the work under this Agreement, whether changed or not changed by any such order, any equitable adjustment shall be made in the Agreement price, and the Agreement shall be modified in writing accordingly. Any claim by Easy Lift for adjustment under this clause must be asserted within sixty (60) days from the date of receipt by Easy Lift of the notification of change; provided however, that MTD may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. However, nothing in this clause shall excuse Easy Lift from proceeding within the Agreement as changed.

22. Integrated Agreement; Waiver.

This Agreement and the documents attached hereto constitute the entire agreement between the parties pertaining to the subject matter hereof and supersede all other prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall

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be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless explicitly executed in writing by the party making the waiver.

23. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

24. Captions.

The headings or captions to the Articles of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.

25. Partial Invalidity.

In the event that any portion of this Agreement or any provision hereof shall be deemed as invalid as contrary to applicable law, the balance of this Agreement shall be enforced according to its term, and that portion found unenforceable shall be interpreted and enforced to the extent that it may be within said applicable laws.

26. CTSA Designation.

This Agreement is predicated in part upon Easy Lift being the designated Consolidated Transportation Service Agency (CTSA) for the area. In the event that Easy Lift is no longer the designated CTSA, the parties agree to amend this Agreement.

27. ADA Requirements.

If the FTA requires MTD to make any changes affecting this Agreement, or the ADA is amended or new regulations or case law require any change to this Agreement in order to comply with new requirements, the parties agree to abide by such changes as legally required.

28. Third Party Beneficiary.

Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to benefit any third party.

29. Ambiguities.

Easy Lift and MTD have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party, but rather, shall be interpreted according to the application of other rules of contract interpretation.

30. Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

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31. Prohibited Interests.

No member, officer or employee of MTD, or of a local public body, during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

32. Access to Records & Reports.

The following access to records requirements apply to this Agreement:

- A. Easy Lift agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Easy Lift which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. Easy Lift also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any Project Management Oversight (PMO) Easy Lift access to Easy Lift's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where MTD enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)) through other than competitive bidding, contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- C. Easy Lift agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. Easy Lift agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Easy Lift agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- E. Easy Lift is not required to include this clause in subcontracts.

33. Compliance with Copeland Regulations (29 CFR PART 3).

No Easy Lift employee, or other person, shall require or induce a person employed on a project subject to Federal wage standard statute, to give up or return any part of such employee's compensation to which he or she is entitled as provided in the Copeland "Anti-Kickback Act," 41 U.S.C. 51-54. (All violations shall be reported to FTA by MTD.)

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34. Covenant against Contingent Fees.

Easy Lift warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Easy Lift for the purpose of securing business. For breach or violation of this warranty MTD shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

35. Covenant against Gratuities.

Easy Lift warrants that no official or employee of MTD has been offered or been given gratuities (in the form of entertainment, gifts or otherwise) for the intent or purpose of securing favorable treatment in the award, amending, or evaluation performance of this Agreement.

36. Environmental Protection.

Easy Lift recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Easy Lift also recognizes that U.S. EPA and other agencies of the Federal Government have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Easy Lift agrees to comply with any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to the FTA and MTD. Easy Lift agrees that this list does not constitute Easy Lift's entire obligation to meet all Federal environmental and resource conservation requirements.

- A. Environmental Protection. Easy Lift agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended; 42 U.S.C. §§ 4321 et seq. consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. 4321; FTA statutory requirements on environmental matters at 49 U.S.C. 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.
- B. Air Quality. Easy Lift agrees to comply with all applicable regulations, standards, or orders implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Easy Lift agrees to report each violation to MTD and understands and agrees that MTD will in turn report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

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- C. Clean Water. The Recipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. Easy Lift agrees to report each violation to MTD and understands and agrees that MTD will in turn report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- D. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement exceeding \$100,000.

37. Energy Conservation Requirements.

Easy Lift agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement.

38. Charter & School Bus.

Easy Lift agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which prohibits the provision of charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," (i.e., it must not interfere with or detract from the provision of mass transportation). Easy Lift further agrees to comply with 49 U.S.C. 5323(f) and 49 CFR Part 605, which prohibits the provision of school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, Easy Lift may not use federally funded equipment, vehicles, or facilities. Easy Lift is not required to include this clause in subcontracts.

39. Drug & Alcohol Testing.

Easy Lift agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of California, or MTD to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. Easy Lift agrees further to certify annually its compliance with Part 655 and submit such certification to MTD's risk manager. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement providing safety-sensitive services.

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40. Lobbying.

Easy Lift agrees to comply with the requirements of 49 CFR Part 20, "New Restrictions on Lobbying" which stipulates that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Easy Lift shall disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to MTD. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement exceeding \$100,000. Easy Lift also shall submit to MTD a separately signed Certification Regarding Lobbying (attached) for itself and any subcontracts exceeding \$100,000 as a condition of contract award.

41. Federal Changes.

Easy Lift agrees to comply at all times with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current FTA Master Agreement between MTD and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. Easy Lift's failure to so comply shall constitute a material breach of this Agreement. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement.

42. No Government Obligation to Third Parties.

Easy Lift agrees that notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to MTD, Easy Lift, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement.

43. Program Fraud & Fraudulent Statements.

Easy Lift agrees to comply with the following:

- A. Easy Lift acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, Easy Lift certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other

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penalties that may be applicable, Easy Lift further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Easy Lift to the extent the Federal Government deems appropriate.

- B. Easy Lift also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on Easy Lift, to the extent the Federal Government deems appropriate.
- C. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement.

44. Debarment & Suspension.

Easy Lift agrees to comply with Executive Order 12549, as implemented by 49 CFR 29, which prohibits it from entering into federal-assistance contracts in excess of \$100,000 if it has been suspended or debarred from doing so. Easy Lift must submit to MTD the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. Easy Lift agrees to include this clause and obtain the certification in all subcontracts issued pursuant to this Agreement in excess of \$100,000.

45. Privacy Act.

Easy Lift agrees to comply with the following:

- A. Easy Lift agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Easy Lift agrees to obtain the express consent of the Federal Government before Easy Lift or its employees operate a system of records on behalf of the Federal Government. Easy Lift understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- B. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement involving the administration of record systems for MTD.

46. Disadvantaged Business Enterprise (DBE).

Easy Lift agrees to comply with the following requirements:

- A. DBE Requirements. Easy Lift shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Easy

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Lift shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of subcontracts. Failure by Easy Lift to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as MTD deems appropriate.

- B. Prompt Payment. Easy Lift shall pay subcontractors for satisfactory performance of their contracts no later than fifteen (15) days from receipt of payment from MTD. Prompt return of retainage payments from Easy Lift to the subcontractor shall be made within fifteen (15) days after the subcontractor's work is deemed satisfactorily completed. Any delay of subcontractor payment may occur for good cause and with MTD's prior written approval. If Easy Lift determines that the work of the subcontractor is unsatisfactory, it must immediately notify MTD in writing including the reasons therefore. Failure by Easy Lift to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as MTD deems appropriate.
- C. Easy Lift agrees to include these requirements in each subcontract issued pursuant to this Agreement.

47. Incorporation of Federal Transit Administration Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Easy Lift shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests, which would cause MTD to be in violation of the FTA terms and conditions. Easy Lift agrees to include these requirements in each subcontract issued pursuant to this Agreement.

IN WITNESS WHEREOF, parties hereto have executed this Agreement as the Amended Memorandum of Understanding on the date set forth below the signatures executing this Agreement.

Santa Barbara Metropolitan
Transit District

Easy Lift Transportation, Inc.

General Manager

Executive Director

Date

Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Easy Lift Transportation, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Easy Lift Transportation

Business Name of Contractor

BOARD OF DIRECTORS REPORT

AGENDA DATE: JUNE 1, 2010

AGENDA ITEM #: 9a

TYPE: ACTION

PREPARED BY: JERRY ESTRADA

Signature

REVIEWED BY: GENERAL MANAGER

GM Signature

**SUBJECT: CITY OF SANTA BARBARA TRANSPORTATION
MANAGEMENT AND TRANSIT SERVICES MASTER
AGREEMENT**

DISCUSSION:

The Santa Barbara Metropolitan Transit District (MTD) and city of Santa Barbara (City) staff have worked cooperatively to update the "Master Transportation Management and Transit Services Master Agreement" that consists of all transit related projects, excluding the MyRide bus pass program.

The term of the Master Agreement is for one-year and all transit service rates related to City funded programs will remain unchanged from the prior year. MTD will bill the City its system average operating rate for all third-party requested service. MTD will have the flexibility to adjust service hours associated with the Downtown-Waterfront Shuttle service downward, within an agreed upon range, without impacting the amount of subsidy paid by the City.

RECOMMENDATION:

Staff recommends that the Board authorize the General Manager to execute the Master Transportation Management and Transit Assistance Agreement with the City.

Santa Barbara City Agreement No.

TRANSPORTATION MANAGEMENT AND TRANSIT SERVICES
MASTER AGREEMENT

City of Santa Barbara &
Santa Barbara Metropolitan Transit District
July 1, 2010 – June 30, 2011

THIS AGREEMENT, entered into this _____, by and between the

City of Santa Barbara (hereinafter referred to
as the "City")

and

Santa Barbara Metropolitan Transit District
(hereinafter referred to as the "District"),

for the support and subsidy of transit services and capital within the City of Santa Barbara,
California,

WHEREAS, the District is established and existing under Part 9, Division 10, of the California
Public Utilities Code, codified at Sections 95000-97100, and empowered to provide public
transportation service in the South Coast of Santa Barbara County; and,

WHEREAS, in cooperation with the District, the City has contributed to the design and
acquisition of distinctive theme electric shuttle vehicles (hereinafter referred to as ESV's) and
has continuously supported transit services within the City under agreement with the District;
and,

WHEREAS, the City has arranged to provide a portion of the City's local allocation of
Measure A sales tax revenues for commuter transit services and expects that existing
Measure A allocations may now be used to subsidize District services; and,

WHEREAS, the City is willing to dedicate portions of such funds to subsidize the District from
the funds identified for such use in order to maintain District shuttle services provided in the
manner and at the level of service enjoyed during the previous fiscal years; and,

WHEREAS, the City has implemented a Transportation Management Program (TMP) to
improve traffic circulation and parking in the City's Central Business District (CBD) and
Waterfront area; and,

WHEREAS, the City has implemented a Transportation Management Program (TMP), as a
mitigation measure for the Central City Redevelopment Project Area to reduce vehicle trips in
the CBD; and,

WHEREAS, the TMP consists, in part, of shuttle bus service in and around the CBD, and at present has three components:

- a) The first component consists of shuttle bus service between the City's remote Commuter Parking Lots and the CBD (Commuter Lot Service); and,
- b) The second component consists of a shuttle bus service along State Street (State Street Service); and,
- c) The third component consists of service between the CBD and the Waterfront area (Waterfront Service), as a tourist connection under Highway 101; and,

WHEREAS, the City and District recognize that:

- a) Ease of circulation is critical to the economic vitality of the City's CBD and Waterfront; and,
- b) Current and planned developments in these areas of the City will result in greater transportation demand in the CBD and Waterfront; and,
- c) The City's Circulation Element of the General Plan, the Central City Redevelopment Plan and EIR, the TMP, and the Santa Barbara County Air Quality Attainment Plan support expansion of public transportation service as a method of achieving federal air quality standards and mitigating adverse impacts of vehicular travel; and,
- d) Expanded public transportation service will facilitate greater economic vitality in the CBD and Waterfront while improving air quality and traffic congestion problems; and,

WHEREAS, the City recognizes that the District is the agency empowered by state statute to provide public transportation service in the South Coast of Santa Barbara County, including the City of Santa Barbara, and the City also recognizes that the District has the equipment, vehicles, experience, and expertise necessary to provide or cause to be provided high-quality shuttle bus service, which meet the objectives of the City's TMP; and,

WHEREAS, pursuant to the provisions of this Agreement, the City provides funding to enable discounted and/or free fares for shuttle bus service along the State Street and Waterfront routes; and,

WHEREAS, the City and District would like to provide continued commuter lot transit services of approximately 2,537 hours of service, annually, to the City's commuter parking lots; and,

WHEREAS, the City and the Redevelopment Agency of the City of Santa Barbara have, pursuant to the Central City Redevelopment Plan and EIR, arranged to provide Redevelopment Agency funds for commuter transit services and expect that such funds can be used to provide transit services on State Street and to the commuter lots within the CBD of the City of Santa Barbara; and,

WHEREAS, the District Board of Directors has adopted a policy which requires that fares be charged to passengers on District's public transportation services.

NOW, THEREFORE it is mutually agreed between the Parties that:

1. Downtown/Waterfront Shuttle Service

The District shall provide the Downtown/Waterfront Shuttle service utilizing 22-foot electric shuttles. The Downtown/Waterfront Shuttle provides service on State Street between Stearns Wharf and Sola Street, and on Cabrillo Avenue between East Beach and the Harbor. The District shall provide between 13,500 and 15,088 hours of service, which will be provided annually from July through June. The City shall provide the District a fare buy-down subsidy under the following terms and conditions:

- a) For the period of July 1, 2009 to June 30, 2010, the City shall provide to the District a total subsidy not to exceed \$1,188,180 for operation of the Downtown/Waterfront Service Shuttle. Requests by the City for additional city related service will be billed at a rate of \$78.75 per hour. Requests by the City for additional service on behalf of a third-party, such as cruise lines etc. shall be billed at the budgeted system operating rate for fiscal year 10-11. The rate will be calculated by dividing the operating expense budget by the number of budgeted revenue hours.
- b) The District shall apply the actual fare box revenue from the prior month as a credit to the monthly invoices, thereby reducing the City's financial responsibility for the services specified herein. The monthly invoices will reflect 1/12th of the \$1,188,180 less actual fare box revenue from the prior month.
- c) For the District to qualify for the City's subsidy, service shall be provided with a 25¢ fare per trip (transfers from other Downtown/Waterfront Shuttles, children under 45 inches, and blind persons are free) unless a change in fare is made, based on mutual consent of both parties.
- d) The City shall make payments to the District as provided in Section 11.
- e) The District shall "brand" the shuttles in a manner that distinguishes them from other District services and is with the character of the City. The brand shall be developed by the District and approved by the Public Works Director.

2. Commuter Lot Service

The District shall provide up to 2,537 hours annually of transportation services, in accordance with the terms, conditions, and provisions of this Agreement. 1,272 hours shall be for shuttle service from the Downtown to the Carrillo Street lot for designated commuters, and 1,265 hours shall be applied towards the Crosstown Electric Shuttle service (as provided in Section 3). The City retains the right to reduce these hours

and apply them to other services or obtain a credit. The City shall provide a fare buy-down subsidy for this service as follows:

- a) For the period of July 1, 2010 to June 30, 2011, the City shall provide the District a total subsidy not to exceed \$203,341 for operation of the Commuter Lot service. The City shall pay the District the sum of \$80.15 per hour for each hour of operation of such commuter lot service in accordance with the terms, conditions, and provisions of this Agreement.
- b) No rider fare will be collected for the ride on this service.
- c) The City shall make payments to the District for operation of the Commuter Lot service as provided in Section 11.

3. The District's Right Not To Perform A Service Where Subsidy Is Not Provided

If the District determines to perform the services, the City shall make the subsidy described herein available to the District according to the provisions of this Agreement. The District is not required to perform any service for which a subsidy is not provided as is specified under the terms, conditions, and limitations provided herein.

4. The District's Discretion Over Services

The District shall be responsible for developing routes, hours of operation, days of operation, and headways appropriate to maintain such services. The District shall retain sole responsibility and full discretion for the planning, management, administration, maintenance, and operation of such services, including hours, location, headways, equipment, personnel, advertising, and services. Prior to any significant change of route and/or schedule, MTD shall work cooperatively with City staff. The District may provide such services with District personnel and resources, through third party contracts for all or part of such services, or by other agreements, at the sole discretion of the District. The District shall each year conduct any and all necessary public hearings to develop the routes, days, hours, and methods of operation, and headways appropriate for such service.

5. Annual Report

The District shall provide an annual report to the City by August 15th of each year, stating total fares collected, ridership, scheduled revenue hours, and actual revenue hours. This report shall also include historical annual ridership and annual fare box revenue for the previous ten years. The district shall provide a monthly report on the Downtown Waterfront Shuttle and Carrillo Commuter Lot Shuttle services to the City that detail the operation of the services provided. Such reports shall be in the current format or a format mutually agreed upon by both parties, and include at least the following:

- a) Actual revenue hours;

- b) Ridership per revenue hour;
 - c) Monthly fare box revenue;
 - d) Total ridership;
 - e) Explanation of any variances between the ridership totals and the fare box revenue;
 - f) Historical comparison of ridership detailed on a monthly basis;
 - g) Historical comparison of fare box revenue detailed on a monthly basis;
 - h) Summary of marketing and promotional activities exclusively specific for the Downtown/Waterfront service;
 - i) Summary of marketing and promotional activities that mention the Downtown/Waterfront Shuttle service, as part of general District marketing activities; and
 - j) Summary of comments received from customers regarding shuttle service, including complaints, commendations, and suggestions for change.
- The District shall provide an annual report regarding the number of daily and afternoon peak hour trips mitigated by the Crosstown Shuttle, the Mesa Loop, and the enhanced peak-period service on Transit Lines 1 & 2. Said report shall be delivered to the City on the 15th of August.

Said monthly report shall be submitted to the City by the 15th of each month for the preceding month.

6. Placement Of The City Seal On Electric Shuttle Vehicles

The District shall place on all electric shuttle vehicles regularly operated on City supported routes the City Seal, which shall be displayed in a prominent location. The District shall use the City seal wherever appropriate and reference the City as providing operating assistance in all written marketing material solely related to the aforementioned services distributed to the public, which shall include, but not be limited to schedules, annual reports, and District budget.

7. City Advertisement On Shuttle Vehicles

The City shall be able to advertise City programs using exterior space on the shuttles at no cost, utilizing the ad space that is not able to be sold by the District to other paying customers. It is understood that the City ads may be displaced if the ad space is sold. Such ads will follow the District's general advertising policy. The City shall pay the actual cost for the preparation and installation of the artwork.

8. Air Emission Credits

Any air emission credits (under the Clean Air Act, under any California regulations, and under any regulations of the Santa Barbara County Air Pollution Control District) which are generated or available by reason of the use of electric vehicles shall be credited to the District. The District shall assess the reasonable value of such air emissions credits, record their development and value, and keep account of the value of such credits on a generally recognized accounting basis.

9. City Payment Provisions And District Recordkeeping

The City shall pay operating subsidy payments monthly to the District in response to invoices in the usual City format, approved by the City Public Works Department. The payments shall be made within sixty days of receipt of the District's invoice. The District shall keep and maintain financial records of all services that receive such subsidy on a generally recognized accounting basis. The District shall maintain such records for at least five years following the date such services were provided. All such financial records shall be made available to City agents and employees for review and audit during regular business hours. The District shall provide the City with a written annual report describing and quantifying the services that have received a subsidy for the preceding year, with a detailed report of all the costs of the services provided.

10. Adjustments To Services

Any changes, adjustments, increases, reductions or losses of service by reason of new or lost funding sources shall be on the basis of the hourly rate described in the appropriate section of this Agreement of qualifying shuttle service or other service subsidized by the City. Any increase in the number of service hours provided will be based upon costs approved in writing by the District General Manager and the City Public Works Director. Changes in service, operational provisions, specifications, schedules, fares, and location of services, required to meet unforeseen changes in demand, unforeseen funding restrictions, or the availability of additional funds for enhanced service shall be made on 90 days advance written notice.

11. City Funding Not Guaranteed

The obligation of the City to provide funds hereunder shall be subject to the condition precedent that funds for said services are approved in applicable budgets and appropriated to the City for such services, and subject, further, to the receipt of such funds for use as provided herein.

12. Termination

The City reserves the right to terminate the service described in Sections 1 or 2 of this agreement for any reason; however, the City shall provide at least 90 days written notice to District of any such decision. District reserves the right to suspend and/or terminate the service described in Sections 1 or 2 at any time for valid business reasons; however, District shall provide at least 60 days written notice to the City of any such decision.

13. Indemnity

Neither the District nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City herein. It is also agreed that, pursuant to California Government Code Section 895.4, the City shall fully indemnify and hold the District harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything

done or omitted to be done by the City under, or in connection with, any work, authority or jurisdiction delegated to the City hereunder. Neither the City, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the District under, or in connection with, any work, authority or jurisdiction delegated to the District herein. It is also agreed that, pursuant to California Government Code Section 895.4, the District shall fully indemnify and hold the City harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the District under or in connection with any work, authority or jurisdiction delegated to the District hereunder.

14. Insurance Requirements

The District, to qualify for any subsidy herein shall purchase and maintain the following insurance at its sole cost and expense, with an insurer or insurers satisfactory to the City:

- a) Combined single limits of not less than one million (\$1,000,000) dollars of Comprehensive General Liability Insurance, including Bodily Injury and Property Damage, and five million (\$5,000,000) dollars of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property Damage. This insurance shall include:
 - i. Extension of coverage to the City, its officers, agents and employees, as additional insureds, with respect to the District's liabilities hereunder;
 - ii. A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days prior written notice has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990;
 - iii. A provision that the District's insurance shall apply as primary, and not excess of, or contributing with, the City;
 - iv. Contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the District in the indemnity and hold harmless provisions herein;
 - v. A cross liability clause, or equivalent wording, stating that coverage will apply to each named or additional insured as if separate policies had been issued to each;
 - vi. A broad form property damage endorsement; and,
 - vii. A provision that the policies be provided on an "occurrence" basis.

- b) Statutory Workers' Compensation and Employer's Liability Insurance that shall cover all employees while performing any work incidental to the performance of duties hereunder.
- c) Approval of insurance by the City or acceptance of the certificate of insurance by the City shall not relieve or decrease the extent to which the District may be held responsible for payment of damages resulting from the District's services or operation pursuant to these conditions, nor shall it be deemed a waiver of the City's rights to insurance coverage hereunder.
- d) Current Certificates of Insurance on forms supplied by the City and evidencing the above coverage shall be completed by the District's insurer or its agent and submitted to the City prior to execution of this document by the City. The District shall exercise due diligence to require any and all third party contractors to provide General and Automobile Liability, and Workers' Compensation and Employer's Liability Insurance with minimum limits of coverage and upon terms and provisions required above.
- e) The City understands that the District is self insured with regard to Worker's Compensation Insurance with a Self Insured Retention (SIR) of \$1,500,000. Further, the District has a self-retention of up to \$250,000, which it must pay before its comprehensive general liability policy comes into effect. The City accepts such circumstance so long as the limits on comprehensive general liability insurance are not less than one million (\$1,000,000) dollars, and the limits on automobile liability insurance, including bodily injury and property damage, are not less than five million (\$5,000,000) dollars.

15. Notices

All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

The Santa Barbara MTD	The City of Santa Barbara
General Manager	Santa Barbara Public Works Director
550 Olive Street	City Hall, 735 Anacapa Street
Santa Barbara, California 93110	P.O. Box 1990
	Santa Barbara, CA 93110

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

16. No Third-Party Beneficiary Intended

Nothing herein is intended to confer any rights or remedies, express or implied, under or by reason of this document on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this document intended to relieve or discharge the obligations or liability of any third persons to any party hereto, nor shall any provision give any third persons any right or subrogation or action over or against any party.

17. Term Of Agreement

The term of this agreement shall be July 1, 2010 through June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Transportation Management and Transit Services agreement as of the day and year first above written.

CITY OF SANTA BARBARA
a Municipal Corporation

SANTA BARBARA METROPOLITAN
TRANSIT DISTRICT

By _____

By _____

Christine Anderson
Public Works Director

Sherrie Fisher
General Manager
550 Olive Street
Santa Barbara, CA 93101

ATTEST:

By _____
Cynthia M. Rodriguez, C.M.C.
City Clerk Services Manager

APPROVED AS TO CONTENT:

By _____
Browning Allen
Transportation Manager

APPROVED AS TO FORM:

By _____
Stephen P. Wiley
City Attorney



BOARD OF DIRECTORS REPORT

MEETING DATE: JUNE 1, 2010

AGENDA ITEM #: 9b

TYPE: ACTION ITEM

PREPARED BY: STEVE MAAS

Signature

REVIEWED BY: ASSISTANT GENERAL MANAGER

AGM Signature

SUBJECT: FISCAL YEAR 2010- 11 Lines 6 & 11 Agreement with UCSB

RECOMMENDATION:

Authorize General Manager Fisher to sign the FY 2011 Lines 6 & 11 Agreement with the University of California at Santa Barbara (UCSB), pending UCSB approval of the MOU.

DISCUSSION:

Since the beginning of the enhanced peak-period service on Lines 6 & 11, MTD has received assistance from the Cities of Santa Barbara and Goleta, the County, and UCSB. Beginning in FY 2011, the assistance currently received from the Cities and the County will come directly to MTD through Measure A.

However, MTD will not receive Measure A funds to replace the assistance currently received from UCSB. Thus, MTD has requested UCSB to continue their assistance for FY 2011. The current Agreement expires on June 30, 2010, and MTD has been working with UCSB to renew the Agreement for FY 2011. Approval from UCSB is pending. MTD is requesting a FY 2011 subsidy from UCSB of \$19,502, as is shown in the Draft FY 2011 Agreement (attached)

Staff requests approval from the Board for the General Manager to sign the FY 2011 Agreement.

ATTACHMENTS:

- Draft FY 2011 Line 6 & 11 Agreement with UCSB.

DRAFT

STATE & HOLLISTER (LINES 6 & 11) TRANSIT SERVICE ENHANCEMENTS AGREEMENT 4

This Agreement is entered into by the SANTA BARBARA METROPOLITAN TRANSIT DISTRICT (hereinafter referred to as "District") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (hereinafter referred to as "University"), sometimes referred to collectively as the "Parties," on this _____ day of _____, 2010.

RECITALS

WHEREAS, District is established and existing under Part 9, Division 10 of the California Public Utilities Code, codified at Sections 95000-97100, and is empowered to provide public transportation service in the South Coast area of Santa Barbara County; and,

WHEREAS, University desires to work with District to further the enhancement of public transportation service that would accomplish a reduction in peak hour vehicle traffic and daily trips to University; and,

WHEREAS, the goals of reducing traffic congestion and encouraging public transportation are served through an enhancement to MTD Lines 6 & 11;

NOW THEREFORE, it is agreed between the Parties that:

1. Lines 6 and 11 Operating Assistance

District shall continue enhancement of existing transit service as follows: Between downtown Santa Barbara and Hollister and Fairview, weekday peak-period alternating scheduled service on Lines 6 & 11 increased from 15 minutes to 10 minutes. The line 6 scheduled service continuing from Fairview to Camino Real Marketplace, and the Line 11 scheduled service continuing from Fairview to UCSB, increased from 30 minutes to 20 minutes during peak periods. Peak period is approximately 6:30 - 8:30 A.M. and 3:00 - 6:00 P.M. The enhanced service operates on all weekday service days. In the interest of ensuring the greatest benefit of the enhanced service, District will market the enhanced service to University faculty, staff, and students, as well as to other markets for the service. District shall provide approximately 5,080 hours of additional service annually.

2. Payment For Services

- a. University shall compensate District for professional services performed as follows:

DRAFT

- i. A total subsidy payment for the period of July 1, 2010 to June 30, 2011 of \$4,875.50 quarterly.
 - ii. No other expenses shall be paid.
- b. The Maximum amount which may be paid under the terms of this Agreement is Nineteen Thousand Five Hundred and Two and 00/00 Dollars (\$19,502.00).
- c. Payments shall be made upon approval of invoices submitted by District in accordance with this Agreement. No payments shall be made in advance of work performed except as specified in this Agreement. Final payment may be withheld pending evidence that District has completed all work in accordance with the terms of this Agreement.

General Provisions

1. University shall make the subsidy described herein available to District according to the provisions of this Agreement. District is not required to perform any service for which a subsidy is not provided as is specified under the terms, conditions, and limitations provided herein.
2. District shall retain the authority and be solely responsible for developing routes, hours of operation, days of operation, and headways appropriate to maintain such service. District shall retain full discretion for the planning, management, administration, maintenance, and operation of such service: including hours, location, headways, equipment, personnel, advertising, and service. Prior to any significant change of route and/or schedule, District shall work cooperatively with University. District may provide such service with District personnel and resources, through third party contracts for all or part of such service, or by other agreements, at the sole discretion of District. District shall each year conduct any and all necessary public hearings to develop the routes, days, hours and methods of operation, and headways appropriate for such service.
3. District shall provide an Annual Report to University by August 15th of each year, stating total fares collected, ridership, and actual revenue hours for Lines 6 & 11. This report shall also include historical annual ridership and annual fare box revenue for the previous year. District shall provide Monthly Reports to University that detail the operation of the services provided. Such reports shall be in the current format provided to the District Board of Directors, and include at least the following:
 - i. Actual systemwide revenue hours;
 - ii. Systemwide ridership per revenue hour;
 - iii. Total ridership by route for routes serving UCSB;
 - iv. Student ridership by route for routes serving UCSB
 - v. Historical comparison of ridership to the previous year;

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Said monthly report shall be submitted to University by the 15th of each month for the preceding month.

4. University and District reserve the right to terminate this agreement for any reason; however, each party shall provide at least sixty days written notice to the other of any such decision.
5. All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

District General Manager
Santa Barbara Metropolitan Transit District
550 Olive Street
Santa Barbara, CA 93101

Business Services
University of California at Santa Barbara
3203 SAASB
Santa Barbara, CA 93106-2090

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Any party may change its address by giving the other party written notice of its new address as herein provided.

6. Nothing herein is intended to confer any rights or remedies, express or implied, under or by reason of this document on any persons other than the parties hereto, nor is anything in this document intended to relieve or discharge the obligations or liability of any third persons to any party hereto, nor shall any provision give any third persons any right or subrogation or action over or against any party.
7. This agreement shall become effective after execution by both parties and shall terminate on June 30, 2011, unless extended by mutual agreement of both parties.

DRAFT

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MTD General Manager

Date

The Regents of the University of California

Pamela S. Lombardo

Date

Department Approval

Robert Silsbee

Date

Marc Fisher

Date



BOARD OF DIRECTORS REPORT

MEETING DATE: JUNE 1, 2010

AGENDA ITEM #: 9c

TYPE: ACTION ITEM

PREPARED BY: STEVE MAAS

Signature

REVIEWED BY: ASSISTANT GENERAL MANAGER

AGM Signature

SUBJECT: Fiscal Year 2010-11 Valley Express Memorandum of Understanding with SBCAG

RECOMMENDATION:

Authorize General Manager Fisher to sign the FY 2011 Valley Express Memorandum of Understanding (MOU) with the Santa Barbara County Association of Governments (SBCAG).

DISCUSSION:

MTD staff requested that SBCAG fund the Valley Express interregional commuter service for the entirety of FY 2011, while SBCAG staff recommended funding the service only through December 31, 2010. At the May 12 meeting of SBCAG's North County Subregional Planning Committee, MTD staff requested the Committee to recommend that the SBCAG Board fund the service for the full year. The Committee voted unanimously to recommend funding the Valley Express through December 31, 2010, with an option to continue funding through June 30, 2011.

On May 20, the SBCAG's Board of Directors approved SBCAG staff's recommendation to authorize the SBCAG Executive Director to sign a revised Memorandum of Understanding with MTD to subsidize the Valley Express through December 31, 2010 and allocate up to \$50,000 in Measure A funds, with an option to extend the MOU for an additional six months.

The Draft MOU (attached) has been developed in collaboration with SBCAG staff. MTD staff recommends that the Board review and approve the MOU for signature by the General Manager.

ATTACHMENTS:

- Draft Memorandum of Understanding with SBCAG.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
AND THE
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**

This Memorandum of Understanding (MOU) is entered into between the Santa Barbara County Association of Governments, hereinafter referred to as "SBCAG", and the Santa Barbara Metropolitan Transit District, hereinafter referred to as "DISTRICT", for the purpose of defining agency roles, responsibilities and commitments in conjunction with the operation of interregional commuter transit service in Santa Barbara County.

WHEREAS, the service to be provided is the "Valley Express", a continuation of a DISTRICT commuter transit weekday service between the Santa Ynez Valley and the South Coast; and,

WHEREAS, SBCAG recognizes that DISTRICT is established and existing under Part 9, Division 10, of the California Public Utilities Code, codified at Sections 95000-97100, and empowered to provide public transportation service in the South Coast of Santa Barbara County, and SBCAG recognizes that DISTRICT has the equipment, vehicles, experience, and expertise necessary to provide or cause to be provided high quality interregional commuter transit service, which meet the objectives of SBCAG; and,

WHEREAS, the Measure A Investment Plan includes specific funding for interregional commuter transit services;

NOW THEREFORE, this document reflects the intent of both parties to coordinate the continuation of the Valley Express, funded by Measure A, as described below.

1. Valley Express

A. Project Description

The project will consist of interregional commuter transit service between Solvang and Buellton and the South Coast. Up to three weekday peak hour round trips will be provided. The service will be open to the public, for all trip purposes, and will be fully accessible to persons with disabilities.

B. Agency Responsibility

DISTRICT will be solely responsible for operation of the service and for compliance with all federal and state requirements, including reporting requirements pursuant to the National Transit Database.

C. Service Plan

DISTRICT shall be responsible for developing routes, hours of operation, days of operation, and headways appropriate to maintain such services. DISTRICT shall retain sole responsibility and full discretion for the planning, management, administration, maintenance, and operation of such services, including hours, location, headways, equipment, personnel, advertising, and services. DISTRICT may provide such services with DISTRICT personnel and resources, through third party contracts for all or part of such services, or by other agreements, at the sole discretion of DISTRICT. DISTRICT shall each year conduct any and all necessary public hearings to develop the routes, days, hours, fares, methods of operation, and headways appropriate for such service.

D. Funding

SBCAG shall reimburse DISTRICT using Measure A funds for operating the service from July 1, 2010 to December 31, 2010, to a not-to-exceed amount of \$50,000. DISTRICT shall invoice SBCAG for the net cost of the service provided on a calendar monthly basis, no later 30 days after the end of the month. In the event the option described in Section 3 below is exercised, SBCAG shall reimburse DISTRICT for operating the service with a total not-to-exceed amount of \$85,000.

E. Hourly Rate

DISTRICT shall be reimbursed by SBCAG for the operation of the Valley Express at the DISTRICT budgeted system rate per revenue vehicle hour for FY 2010/11, not to exceed \$106.00 per hour. This rate is inclusive of all costs associated with operating the Valley Express, including, but not limited to, maintenance, fuel, vehicle insurance, marketing, operator/driver compensation, benefits and insurance (including workers' compensation insurance).

F. Fares

DISTRICT shall determine and set fares. DISTRICT shall consult SBCAG staff prior to any proposed fare increase.

G. Vehicles

DISTRICT shall provide all vehicles necessary to operate the service.

H. Performance Standards

DISTRICT shall collect all data required to evaluate Valley Express performance, and shall provide a written report to SBCAG prior to February 1, 2011. The information in the report shall include the performance of the service through December 2010. The performance standards are identified below.

Performance Criteria	Standard
Average monthly passengers per trip	30
Subsidy per passenger	\$0.50
Farebox ratio	85%

2. Amendment

This MOU may be amended with the written consent of both parties.

3. Term of the MOU

The term of this Memorandum of Understanding is from July 1, 2010 to December 31, 2010. With agreement by the General Manager of DISTRICT and the Executive Director of SBCAG, the term may be extended to July 1, 2011, or an earlier date that coincides with the start of DISTRICT's summer 2011 drivers' bid. This Agreement may be terminated by either party upon written notification to the other 90 days prior to the proposed date of termination.

4. Adjustments To Services

Any changes, adjustments, increases, reductions or losses of service by reason of new or lost funding sources shall be on the basis of the hourly rate described in the appropriate section of this Agreement. Any increase in the number of service hours provided will be based upon costs approved in writing by DISTRICT General Manager and the SBCAG Executive Director. Changes in service, operational provisions, specifications, schedules, fares, and location of services, required to meet unforeseen changes in demand, unforeseen funding restrictions, or the availability of additional funds for enhanced service shall be made on 90 days advance written notice.

5. Notices

All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

The Santa Barbara Metropolitan
Transit District
General Manager
550 Olive Street
Santa Barbara, California 93101

The Santa Barbara County
Association of Governments
Executive Director
260 N. San Antonio Rd.
Santa Barbara, CA 93110

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

SBCAG and DISTRICT, represented by the undersigned, do commit to this understanding.

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

Jim Kemp
Executive Director

Date

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Sherrie Fisher
General Manager

Date

To: Board of Directors
From: Jerry Estrada, Assistant GM/Controller
Date: June 1, 2010
Subject: AGM Report

Finance & Administration

Chair Davis and staff met with representatives of UCSB regarding their proposed Long Range Development Plan. (LRDP) The meeting was requested by MTD to determine the status of their pending response to MTD's comments. As a result of the discussion, MTD was left with the impression that UCSB will respond in the Final EIR to MTD's prior written comments restating and confirming their previous position that all adverse environmental effects of the LRDP's anticipated growth on MTD services are less than significant.

They will therefore not be including any changes or specific mitigation measures regarding future transit service impacts in the Final LRDP. They are scheduling the Final EIR and LRDP to be submitted for approval to the Regents July 13, 2010.

Staff recommends that this item be forwarded to the External Affairs Committee for further discussion.

Marketing & Planning

In an effort to increase ridership on the Valley Express, the Marketing and Planning Departments are working together to determine the best approach to achieving this goal. Some of the items under consideration include the installation of Wi-Fi equipment to allow our passengers to be more productive during their commute.

A Valley Express facebook fan page is currently under development, this tool will allow us to have better communication with our passengers and it will be used as an idea exchange to see what can be done to encourage new riders to begin utilizing the service

Additionally, a comprehensive marketing outreach campaign is being created that will focus on Santa Ynez Valley residents both at home and at their south coast places of employment

Operations

Operations and planning staff met with City of Santa Barbara staff regarding the City's tentative plans to change traffic lane lines at Anacapa and Carrillo. MTD staff shared its position that moving the center traffic line three feet west on Carrillo would constrict needed space to turn from Anacapa onto Carrillo. City staff indicated that they would share MTD's input with the appropriate individuals.

Bus driver Tom Mendoza is retiring in May after 21 years of service. Tom historically drove the Eastside and Westside routes. Tom had a good safety record, worked well with his coworkers, and treated his passengers professionally and courteously. He will be missed and is wished the best.

Verification of Transit Training (VTT) classes is ongoing this week for all drivers. VTT sessions are held 4 times a year and are required for all operators to keep their VTT card updated, which is a DMV requirement.

Human Resource & Risk

Staff is currently processing background checks and references on two bus driver applicants. We hope to complete the process by next week. These positions are open due to the retirement of driver Tom Mendoza and resignation of driver Ryan Schwarz.

We have completed the first round of interviews for the Route Planner/Scheduler position. This position is to fill the upcoming vacancy of Jim Haggerty's position due to his pending retirement in June.

On Friday, May 21st driver Ronnie Shahbazian and HR & Risk Manager Gabriel Garcia attended the 15th annual career day at Cleveland school. The career day gave Ronnie and Gabriel the opportunity to speak about the different careers at MTD and also promoted MTD bus service.

Vehicle Maintenance

Installation of the Lithium iron-phosphate batteries in the first tray of four for installation in the first EV is in progress. Algorithm changed to some of the Ni-Cd chargers has been completed. As a result, the chargers will automatically initiate

A set of lead acid batteries from Hoppecke are estimated to ship from the East Coast June 18th. Saft targets July 30th for delivery of the set (96) of STM5-140 Ni-Cd batteries assembled in new trays.

No viable alternative for repair of the old heater in the shop bay #3 has been found. Replacement cost is estimated at \$2500 - \$2800 and will be requested in the FY 2010 – 2011 capital budget. Tower Roofing has made repairs for two water leaks in the roof of the administration building. Future rains will verify the integrity of the repairs.

Two inch PVC conduit for the security system cabling was installed in the utility trench between the fuel station, bus wash and old EV canopy.