



AGENDA

Meeting

of the

BOARD OF DIRECTORS

of the

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

A Public Agency

May 13, 2014

8:30 AM

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; Chuck McQuary, Vice Chair; Olivia Rodriguez, Secretary; Dick Weinberg, Director; Bill Shelor, Director; Ed Easton, Director; David Tabor, 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 April 29, 2014.

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

The Board will be asked to review the cash report of April 22, 2014 through May 5, 2014.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

Members of the public may address the Board on items within 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, 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 number that you wish to comment on.

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

The Board will review quarterly reports for the period of January 1, 2014 through March 31, 2014.

8. FINANCE UPDATE & FINANCIAL STATEMENT ANALYSIS FOR THE NINE-MONTH PERIOD ENDING MARCH 31, 2014 – (ATTACHMENT- ACTION MAY BE TAKEN)

Staff will present to the Board the Finance Update & Financial Statement Analysis.

9. TRANSIT TECHNICAL SERVICES CONTRACT AWARD RECOMMENDTION – (ATTACHMENT-ACTION MAY BE TAKEN)

Staff recommends that the Board award a contract to Vaquero Systems for transit technical consulting services for a three-year period for a not-to-exceed amount of \$150,000.

10. **PROPERTY INSURANCE RENEWAL EFFECTIVE: MAY 24, 2014 THROUGH MAY 23, 2015 – (ACTION MAY BE TAKEN)**
Staff recommends that the Board of Directors authorize MTD staff to bind Property Insurance coverage with Liberty Mutual Insurance Company and Earthquake coverage effective May 24, 2014.
11. **GENERAL MANAGER’S REPORT UPDATE-(ACTION MAY BE TAKEN)**
 - a) MCI’s
 - b) AVL Project
 - c) Goleta State of the City
12. **OTHER BUSINESS AND COMMITTEE REPORTS-(ACTION MAY BE TAKEN)**
The Board will report on other related public transit issues and committee meetings

RELATED TO EACH CLOSED SESSION; PUBLIC COMMENT WILL BE ALLOWED RELATED TO THE CLOSED SESSION ITEM(S) BEFORE THE RECESS

13. **RECESS TO CLOSED SESSION- PUBLIC EMPLOYEE APPOINTMENT- (ACTION MAY BE TAKEN)**
The Board will meet in closed session pursuant to Government Code Section 54957
Title: General Manager
14. **ADJOURNMENT**

AMERICAN 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
April 29, 2014
8:30 AM
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 Garduno, Executive Assistant, reported that the agenda was posted on Friday, April 25, 2014 at MTD's Administrative Office, emailed and mailed to those on the agenda minutes list, and posted on MTD's website.

CONSENT CALENDAR

4. **APPROVAL OF PRIOR MINUTES- (ATTACHMENT-ACTION MAY BE TAKEN)**
Chair Davis asked that the minutes be amended on item # 8 and that the comments be placed below the item # 8 description. Director McQuary moved to approve the draft minutes for the meeting of April 15, 2014. Director Rodriguez seconded the motion. The motion passed unanimously, with Director Tabor abstaining.
5. **CASH REPORT-(ATTACHMENTS- (ACTION MAY BE TAKEN)**
Director McQuary moved to approve the cash reports of April 8, 2014 through April 21, 2014. Director Rodriguez seconded the motion. The motion passed unanimously.

THIS CONCLUDES THE CONSENT CALENDAR

6. **PUBLIC COMMENT**
Mr. Lee Moldaver spoke under public comment regarding the success of the Earth Day event and both CEC and MTD's participation, as well as County Supervisor Salud Carbajal being honored as Environmental Hero.
7. **PROPOSED FINAL SERVICE PLAN FOR AUGUST 2014- (ATTACHMENT- ACTION MAY BE TAKEN)**
Staff presented to the Board the August 2014 Proposed Final Service Plan. There was discussion regarding how the changes to 15X routing would affect the student population.

Mr. Lee Moldaver spoke under public comment regarding his opposition to the elimination of Line 22.

Director Weinberg moved to approve the Proposed Final Service Plan. Director Easton seconded the motion. The motion passed by a vote of six to one, with Chair Davis opposed.

- 8. PROPERTY INSURANCE RENEWAL EFFECTIVE: MAY 24, 2014 THROUGH MAY 23, 2015. – (ACTION MAY BE TAKEN)**
Staff recommended the purchase of a policy from Liberty Mutual Insurance Co., as their rates were more competitive than Travelers Insurance, the current carrier covering MTD. Director Davis suggested that the Board table this item and bring a complete proposal including a recommendation on earthquake coverage to a future meeting. Director McQuary moved that the Board table the item to the next meeting. Director Weinberg seconded the motion. The motion passed unanimously.
- 9. RECOMMEND CONTRACT AWARD FOR TRANSIT TECHNICAL CONSULTING SERVICES – (ACTION MAY BE TAKEN)**
Staff recommended that a contract be awarded to Vaquero Systems for on-call transit technical consulting services. Director Davis suggested that the Board table the item to the next meeting so the Board can review the proposed contract. Director Easton moved to table the item. Director Rodriguez seconded the motion. The motion passed unanimously.
- 10. GENERAL MANAGER’S REPORT UPDATE-(ACTION MAY BE TAKEN)**
General Manager Fisher discussed the required Ethics Training required for the Board and MTD Administration. She and Director Weinberg also reported regarding the VCTC/SBCAG meeting on VISTA service and the future of the Coastal Express Limited buses. Staff members Jerry Estrada, Steve Maas and George Amoon reported attending workshops regarding the upcoming Triennial Review.
- 11. OTHER BUSINESS AND COMMITTEE REPORTS-(ACTION MAY BE TAKEN)**
No other items were discussed.

RELATED TO EACH CLOSED SESSION; PUBLIC COMMENT WILL BE ALLOWED RELATED TO THE CLOSED SESSION ITEM(S) BEFORE THE RECESS

- 12. RECESS TO CLOSED SESSION- PUBLIC EMPLOYEE APPOINTMENT- (ACTION MAY BE TAKEN)**
The Board will meet in closed session pursuant to Government Code Section 54957
Title: General Manager

Upon returning from closed session Chair Davis reported that no action was taken.
- 13. ADJOURNMENT**
Director Tabor moved to adjourn the meeting at 11:30 a.m. Director Easton seconded the motion. The motion passed unanimously.

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of May 13, 2014
For the Period April 22, 2014 through May 5, 2014

MONEY MARKET

Beginning Balance April 22, 2014 **\$7,329,856.96**

SB-325 (LTF)	454,330.00
Property Tax Revenue	369,685.06
Passenger Fares	150,067.27
Accounts Receivable	111,124.78
Advertising/Prepaid Deposits	2,760.00
Miscellaneous/Asset Sales	310.21
Measure "A"	<u>.00</u>
Total Deposits	1,088,277.32

WC Transfer - April '14	463.50
ACH Garn/Escrow	(1,120.71)
ACH Pensions Transfer	(33,276.17)
ACH Tax Deposit	(140,237.08)
Operations Transfer	(255,197.61)
Payroll Transfer	<u>(310,803.05)</u>
Total Disbursements	(740,171.12)

Ending Balance **\$7,677,963.16**

CASH INVESTMENTS

LAIF Account	\$3,329,857.03
Money Market Account	<u>7,677,963.16</u>

Total Cash Balance **\$11,007,820.19**

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$2,255,965.05)
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Working Capital **\$8,751,855.14**

**Santa Barbara Metropolitan Transit District
Accounts Payable**

Check #	Date	Company	Description	Amount	Voids
106478	4/23/2014	TEAMSTERS MISC SECURITY TRU	UNION MEDICAL/DENTAL	2,397.00	
106479	4/24/2014	ABC BUS COMPANIES INC	BUS PARTS	380.67	
106480	4/24/2014	HENRY ANDREWS	RETIREE HEALTH REIMBURSEMENT	285.00	
106481	4/24/2014	APPLEONE EMPLOYMENT SERVIC	CONTRACT SERVICES	1,860.00	
106482	4/24/2014	AXLE TECH INTERNATIONAL D	BUS PARTS	134.46	
106483	4/24/2014	B2B SERVICES DBA	OFFICE SUPPLIES	167.40	
106484	4/24/2014	BUENA TOOL, INC.	SHOP/B&G SUPPLIES	159.76	
106485	4/24/2014	CALIFORNIA ELECTRIC SUPPLY, I	SHOP/B&G SUPPLIES	106.79	
106486	4/24/2014	GILBERT CALLES	RETIREE HEALTH REIMBURSEMENT	60.00	
106487	4/24/2014	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	136.07	
106488	4/24/2014	CARPINTERIA VALLEY CHAMBER	MEMBERSHIP DUES	181.50	
106489	4/24/2014	STAN CISOWSKI	RETIREE HEALTH REIMBURSEMENT	195.38	
106490	4/24/2014	COAST TRUCK PARTS	BUS PARTS	1,136.49	
106491	4/24/2014	CUMMINS PACIFIC, LLC	BUS PARTS	3,867.99	
106492	4/24/2014	CA STATE OF BOARD OF EQUALIZ	SALES/CONSUMER USE TAX	1,441.00	
106493	4/24/2014	DEPARTMENT OF MOTOR VEHICL	VEHICLE REGISTRATION	444.00	
106494	4/24/2014	DELTA DENTAL OF CALIFORNIA	DENTAL INSURANCE	9,310.00	
106495	4/24/2014	DELTA DENTAL INSURANCE COM	DENTAL INSURANCE	2,063.40	
106496	4/24/2014	ALICIA DIEHL	RETIREE HEALTH REIMBURSEMENT	60.00	
106497	4/24/2014	ERGOMETRICS, INC.	DRIVER TEST SCORING	122.00	
106498	4/24/2014	FEDEX dba	FREIGHT CHARGES	148.14	
106499	4/24/2014	FIA CARD SERVICES	MISC CREDIT CARD CHARGES	10,580.99	
106500	4/24/2014	MELVIN FOUNTAIN	RETIREE HEALTH REIMBURSEMENT	60.00	
106501	4/24/2014	GENFARE, A DIVISION OF SPX CO	FAREBOX REPAIRS & PARTS	45,715.16	
106502	4/24/2014	GIBBS INTERNATIONAL INC	BUS PARTS	1,067.98	
106503	4/24/2014	GILLIG LLC	BUS PARTS	5,690.28	
106504	4/24/2014	GOODYEAR TIRE & RUBBER CO	LEASED TIRES	1,022.68	
106505	4/24/2014	ALI HABIBI	RETIREE HEALTH REIMBURSEMENT	285.00	
106506	4/24/2014	INTERCON TECHNOLOGIES DBA	EV/CHARGER REPAIRS	585.34	
106507	4/24/2014	DONALD JACKSON	RETIREE HEALTH REIMBURSEMENT	60.00	
106508	4/24/2014	JOY EQUIPMENT PROTECTION, IN	SERVICING FIRE EXTINGUISHERS	60.00	
106509	4/24/2014	LNI CUSTOM MANUFACTURING	SHELTER FOOTINGS	2,328.90	
106510	4/24/2014	MAAS, STEVE	PER DIEM	300.00	
106511	4/24/2014	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	2,005.96	
106512	4/24/2014	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	1,090.47	
106513	4/24/2014	MCI SERVICE PARTS, INC.	BUS PARTS	742.08	
106514	4/24/2014	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	547.64	
106515	4/24/2014	POWERSTRIDE BATTERY CO.	EV BATTERIES	592.77	

Check #	Date	Company	Description	Amount	Voids
106516	4/24/2014	SB LOCKSMITHS, INC.	B&G REPAIR & SUPPLIES	108.00	
106517	4/24/2014	SB TROPHY	NAME PLATES/BADGES	74.79	
106518	4/24/2014	VISIT SANTA BARBARA	CONFERENCES/MEETINGS	65.00	
106519	4/24/2014	SHIELD HEATING AND AIR DBA	B&G REPAIRS & SUPPLIES	175.00	
106520	4/24/2014	SMART & FINAL	OFFICE/MEETING SUPPLIES	460.87	
106521	4/24/2014	SO. CAL. EDISON CO.	UTILITIES	2,912.48	
106522	4/24/2014	SOUTHERN CALIFORNIA GAS CO	UTILITIES	388.74	
106523	4/24/2014	STAPLES INC. & SUBSIDIARIES	OFFICE SUPPLIES	208.87	
106524	4/24/2014	STEWART'S DE-ROOTING & PLUM	PLUMBING REPAIRS	90.00	
106525	4/24/2014	UNITED PARCEL SERVICE, INC.	FREIGHT CHARGES	433.69	
106526	4/24/2014	VALLEY POWER SYSTEMS, INC.	BUS PARTS	1,426.86	
106527	4/24/2014	VERIZON CALIFORNIA	TELEPHONES	888.54	
106528	4/24/2014	VERIZON WIRELESS	WIRELESS PHONES	827.77	
106529	4/24/2014	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	359.89	
106530	4/24/2014	ALEXANDER YOUNG	RETIREE HEALTH REIMBURSEMENT	285.00	
106531	4/29/2014	CITY OF SANTA BARBARA	SUPERSTOPS - PERMIT FEES	627.52	
106532	5/2/2014	ABC BUS COMPANIES INC	BUS PARTS	266.58	
106533	5/2/2014	ACCONTEMPS DBA	PROFESSIONAL SERVICE	1,434.00	
106534	5/2/2014	APPLEONE EMPLOYMENT SERVIC	CONTRACT SERVICES	930.00	
106535	5/2/2014	AXLE TECH INTERNATIONAL D	BUS PARTS	1,303.61	
106536	5/2/2014	BAY CITY FAB DBA	FORKLIFT SUPPLIES	140.00	
106537	5/2/2014	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	26.28	
106538	5/2/2014	CIO SOLUTIONS, LP	PROFESSIONAL SERVICES	806.00	
106539	5/2/2014	CUMMINS PACIFIC, LLC	BUS PARTS	1,234.07	
106540	5/2/2014	DAVID DAVIS JR.	DIRECTOR FEES	360.00	
106541	5/2/2014	MARY DEAIL	PAYROLL RELATED	106.15	
106542	5/2/2014	DOCUPRODUCTS CORPORATION	COPIER COPIES & SUPPLIES	26.89	
106543	5/2/2014	EDWARD EASTON	DIRECTOR FEES	300.00	
106544	5/2/2014	EBUS, INC.	BUS PARTS	47.53	
106545	5/2/2014	ELECTRO-MECHANICAL REPAIR, I	BUS PARTS & REPAIRS	946.04	
106546	5/2/2014	STATE OF CALIFORNIA/FTB	PAYROLL RELATED	255.16	
106547	5/2/2014	GIBBS INTERNATIONAL INC	BUS PARTS	1,369.91	
106548	5/2/2014	HD SUPPLY WHITE CAP CONSTR. S	B&G SUPPLIES/SHOP SUPPLIES	108.15	
106549	5/2/2014	H.G. MAKELIM CO., INC.	BUS PARTS	6,861.24	
106550	5/2/2014	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	36.46	
106551	5/2/2014	IPC (USA), INC.	BUS FUEL	73,974.61	
106552	5/2/2014	LAWSON PRODUCTS INC	SHOP SUPPLIES	313.52	
106553	5/2/2014	MC CORMIX CORP. (OIL)	LUBRICANTS	2,599.58	
106554	5/2/2014	CHUCK MCQUARY	DIRECTOR FEES	360.00	
106555	5/2/2014	MIKE CUEVAS GARDENING SERVI	LANDSCAPE MAINTENANCE SERVICE	695.00	
106556	5/2/2014	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	26.35	

Check #	Date	Company	Description	Amount	Voids
106557	5/2/2014	MOUNTAIN SPRING WATER	SHOP & OFFICE SUPPLIES	1,025.55	
106558	5/2/2014	NATIONAL INTERSTATE INS INC.	LIABILITY INSURANCE	27,436.66	
106559	5/2/2014	NEWARK ELECTRONICS, CORP.	B&G REPAIRS & SUPPLIES	43.41	
106560	5/2/2014	NU-COOL REDI GREEN, INC	COOLANTS & SHOP SUPPLIES	127.98	
106561	5/2/2014	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	73.31	
106562	5/2/2014	OR DEPT OF JUSTICE	PAYROLL RELATED	68.23	
106563	5/2/2014	ANN BRADY OTTIERI	PAYROLL RELATED	277.00	
106564	5/2/2014	OLIVIA RODRIGUEZ	DIRECTOR FEES	300.00	
106565	5/2/2014	SB COUNTY FEDERAL CREDIT UNI	PAYROLL DEDUCTION	1,060.00	
106566	5/2/2014	KAREN SEELEY	PAYROLL RELATED	75.69	
106567	5/2/2014	WILLIAM JOHN SHELOR	DIRECTOR FEES	300.00	
106568	5/2/2014	SO. CAL. EDISON CO.	UTILITIES	214.05	
106569	5/2/2014	SB CITY OF-REFUSE/WATER	UTILITIES	3,005.12	
106570	5/2/2014	TILFORD WELDING	VENDOR BUS REPAIRS	70.00	
106571	5/2/2014	DAVID T. TABOR	DIRECTOR FEES	180.00	
106572	5/2/2014	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	686.41	
106573	5/2/2014	TRANSIT PRODUCTS AND SERVIC	BUS PARTS	12,394.60	
106574	5/2/2014	VALLEY POWER SYSTEMS, INC.	BUS PARTS	2,129.83	
106575	5/2/2014	WAYTEK INC.	BUS PARTS & SHOP SUPPLIES	127.32	
106576	5/2/2014	RICHARD WEINBERG	DIRECTOR FEES	300.00	
106577	5/2/2014	TEAMSTERS MISC SECURITY TRU	UNION MEDICAL/DENTAL	4,050.00	
				255,197.61	
				Current Cash Report Voided Checks:	0.00
				Prior Cash Report Voided Checks:	0.00
				Grand Total:	\$255,197.61

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

Date	Company	Description	Amount
4/24/2014	SB County Public Health	Passes/Token Sales	5,961.25
4/25/2014	Department of Rehabilitation	Passes/Token Sales	20.00
4/25/2014	Department of Rehabilitation	Passes/Token Sales	20.00
4/25/2014	Department of Rehabilitation	Passes/Token Sales	20.00
4/25/2014	Department of Rehabilitation	Passes/Token Sales	20.00
4/25/2014	Department of Rehabilitation	Passes/Token Sales	20.00
4/25/2014	Department of Rehabilitation	Passes/Token Sales	20.00
4/25/2014	Department of Rehabilitation	Passes/Token Sales	20.00
4/28/2014	SB School District	Passes/Token Sales	41,250.00
4/28/2014	UCSB - Parking Services-7001	Passes/Passports Sales	8,904.00
4/29/2014	Wells Marketing, LLC	Advertising on Buses	1,759.50
4/29/2014	Wells Marketing, LLC	Advertising on Buses	1,759.50
4/30/2014	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 4/9	4,155.28
4/30/2014	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 4/11,13/14	8,310.56
4/30/2014	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 3/28,30/14	8,310.56
4/30/2014	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 4/6	4,155.28
5/1/2014	County of Santa Barbara	Passes/Token Sales	2,646.00
5/1/2014	UCSB - Parking Services-7001	Passes/Passports Sales	8,560.00
5/2/2014	Department of Rehabilitation	Passes/Token Sales	40.00
5/2/2014	Department of Rehabilitation	Passes/Token Sales	20.00
5/5/2014	ASTI Holding Company, LLC	Overpass Property Lease	15,152.85
Total Accounts Receivable Paid During Period			\$111,124.78

MTD

Santa Barbara

Quarterly Reports

FY 2013-2014, 3rd Quarter

January 1, 2014 - March 31, 2014



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3Q, FY 2014 Summary

January 1, 2014 to March 31, 2014

Planning Department

Total MTD ridership for the third quarter of this fiscal year decreased from 1.94 million riders in FY 2013 to 1.90 million in FY 2014. The decrease of approximately 38,000 passengers represents a 2.0 percent decline in ridership. Weekday ridership for the third quarter declined 1.9 percent, while Saturday ridership fell 4.6 percent, and Sunday ridership increased 1.6 percent for the quarter.

For the fiscal year to date, total ridership has declined 1.9 percent, or about 113,000 passengers. Year to date day-type ridership declines were 0.8 percent, 3.0 percent, and 4.2 percent for weekdays, Saturdays, and Sundays respectively.

Shuttle Routes

Downtown-Waterfront Shuttle ridership increased by 10.2 percent overall during the third quarter. Eight cruise ships visited the City in the third quarter of FY 2014, while there were no visits in the same quarter of FY 2013. Six ships arrived on weekdays, one on a Saturday, and one on a Sunday. Weekday ridership increased 10.8 percent, Saturday ridership increased 5.1 percent, and Sunday ridership increased 14.5 percent. Ridership on non-cruise ship weekdays increased about 3 percent over last year. The average ridership increase during a cruise ship visit was 332 passengers on State Street, 268 on the Harbor shuttle, and 43 on the shuttle heading to the Zoo. Note that because a great many of the cruise ship passengers are senior citizens, the increased ridership is shown under "Senior" rather than "Shuttle" in the Ridership by Fare Category table on page 4.

Ridership on the Seaside Shuttle, which circulates every 20 minutes in Carpinteria, increased very slightly (1.0 percent) compared to the third quarter last year.

Santa Barbara's Crosstown Shuttle, which runs every 23 minutes at peak times and every 47 minutes mid-day, carried 6.5 percent fewer passengers for the quarter compared to last year. Year-to-date ridership has decreased 10.1 percent. Over time, it is expected that the increased frequency at peak times, which was approved as part of the August 2014 service changes, will generate an increase in ridership and improve schedule adherence on the Crosstown Shuttle.

Express Routes

Ridership on the four express routes combined decreased by 5.2 percent for the third quarter and decreased 3.0 percent (33,000 passengers) from last year for the year to date. Ridership on Line 15x has increased slightly from the third quarter last year, but ridership decreased on Lines 12x, 21x, and 24x. In spite of an overall ridership decrease of 2,300 passengers (-7.9 percent) on Line 21x, there was a significant increase in the number of overloads for this particular quarter. Almost all of the Line 21x overloads occurred on the 7:35 a.m. Santa Barbara-bound trip. Planning staff will continue to monitor ridership on the express routes.

Inter-regional Coastal Express Limited ridership between Santa Barbara/Goleta and Ventura was virtually flat for the third quarter.

Also Noteworthy

While total ridership on the school booster routes decreased slightly (from 74,285 to 74,136, or 0.2 percent) from last year, the number of passengers using student passes system-wide increased by 13,166, or 7.2 percent. Since the third quarter of FY2012, youth pass usage has spiked by more than 20,000, but fewer than 1,000 of these passengers were on booster routes. Of the additional youth-pass users, 73% are on Lines 2, 7, 11, & 20. This may simply mean that students are riding non-booster routes more than previously, but anecdotally (and more likely), it may indicate an ongoing problem with international students inappropriately using the Youth passes.

Although UCSB student ridership was down 4.4 percent and SBCC student ridership was down 6.3 percent for the quarter, there was one more school day in the third quarter of FY 2014 than in FY 2013. Per-school-day, UCSB ridership was down 6.1 percent and SBCC was down 8.7 percent. Total UCSB and SBCC student ridership fell by 32,117 to 572,553 for this quarter, which represents 30.1 percent of MTD's ridership; down from 31.2 percent of total ridership last year. Non-student ridership was almost flat for the third quarter and has decreased just 1.2 percent for the year to date.

The apparent large year-to-date ridership decreases on Lines 23 and 25 actually reflect that the 23 and 25 were detached from Line 11 at the end of August 2012. Ridership between UCSB and Storke & Hollister that was on these routes in July and August of 2012 would now be on Line 11, or one of the other lines serving El Colegio. Ridership decreases for the third quarter are proportionately similar to system-wide ridership decreases. Anecdotally, however, these two routes have schedule adherence issues that may also be affecting ridership. It is anticipated that the time added to the afternoon trips which was approved as part of the August 2014 service changes will improve the performance of these routes. Planning staff will continue to monitor the routes once the service changes are implemented.

As shown on page 4, total quarterly revenue hours and revenue miles operated increased by 1.4 percent and 2.3 percent respectively from FY 2013 to FY 2014. System-wide, the average passengers per revenue hour decreased 3.4 percent and average passengers per revenue mile decreased 4.2 percent for the quarter.

As shown on pages 7 and 8, the total number of bus trips reported as "at capacity" or "too full to board" declined significantly from FY 2013 (3,505 occurrences) to FY 2014 (2,655 occurrences).

The number of bicycles carried (page 9) increased by about 1,500 (5.6 percent) from FY 2013, which may reflect the local and nationwide increase in bicycle use. The number of wheelchairs transported increased by 119 or 2.7 percent for the quarter.

Operations Department

The Operations Department tracks on-time bus departures from the Olive Street terminal (a bus leaving no more than five minutes past its scheduled time is considered on-time). MTD achieved 99.8 percent on-time departures from the terminal year-to-date through the first nine months of FY 2014, with 51 of 25,269 buses leaving the terminal more than five minutes late. (In the comparable period of FY 2013, MTD achieved 99.9 percent.) Many of the late departures are related to minor issues discovered by the driver during the mandatory "pre-op" inspection, which are corrected in a few minutes. The number of late departures is kept to a minimum by MTD's policy that Supervisors will cover runs if a driver arrives at work late, until such time as the Supervisor can be relieved.

The Operations Department also tracks passenger complaints and compliments. MTD has an adopted standard that passenger complaints shall average no more than one complaint per 10,000 MTD passenger boardings. MTD did significantly better than this standard, with one

complaint per approximately 42,200 boardings during the third quarter. (The average for the third quarter of FY 2013 was one complaint per approximately 39,500 boardings.) Year-to-date through the first three quarters of FY 2014, MTD has received one complaint per approximately 30,900 boardings.

Maintenance Department

The Maintenance Department tracks the cost per mile to operate MTD's various bus fleets. Year-to-date through the third quarter of the fiscal year, the cost per mile for the electric shuttle fleet decreased from \$1.56 in FY 2013 to \$1.18 in FY 2014. The cost per mile for the 40-foot and 29-foot hybrid buses increased over the previous year. The cost per mile for the 40-foot diesel buses decreased compared to the previous year, while the 29-foot diesel buses increased.

The Maintenance Department also tracks mechanical system failures ("roadcalls") from both a passenger-convenience perspective and a system-efficiency perspective. MTD has two adopted standards related to roadcalls: 1) MTD diesel-powered revenue vehicles shall travel a minimum of 8,000 vehicle miles between all mechanical system failures (passenger convenience); and 2) MTD diesel-powered revenue vehicles shall travel a minimum of 10,000 vehicle miles between major mechanical system failures (system efficiency). During the third quarter of FY 2014, MTD performed better than the standard for both measures. Year-to-date through the first three quarters, MTD also performed better than the standard for both measures (8,733 miles between all failures and 13,880 miles between major failures). Road calls related to Electric Vehicles have improved. In particular, Maintenance has been utilizing the older lead-acid shuttles few days and miles compared to the shuttles with Ni-Cd and Lithium batteries. This results in few power-downs under the major mechanical failure counts. Additionally, road calls for diesel buses improvement have been assisted by the fact that MTD has retired some of the older Nova vehicles. New Gilligs have been used as replacements and are accumulating miles with fewer initial major mechanical failures.

Human Resources/Risk Department

The HR/Risk Department reports MTD employee turnover by quarter. The turnover rate for the third quarter of FY 2014 was 2.0 percent, an increase from 1.0 percent for the third quarter of FY 2013. HR/Risk also reports workers' compensation claims and liability claims by quarter. A comparison of the third quarter of FY 2014 to the same period in FY 2013 shows that workers' compensation claims that included lost time decreased from 5 to 1, while claims with no lost time decreased from 4 to 1. Liability claims reportable to the National Transit Database was unchanged, with 0 in both FY 2013 and FY 2014, while liability claims reportable to MTD increased from 5 to 7.

Planning

Ridership by Fare Category (January – March 2014)

Fare Categories	Quarter			YTD		
	Jan 14 - Mar 14	Jan 13 - Mar 13	% Change	FY 2013-2014	FY2012- 2013	% Change
General Fare	278,775	288,748	-3.5%	899,811	908,814	-1.0%
Transfers	160,766	167,831	-4.2%	506,419	534,334	-5.2%
Full Fare Prepaid (1)	334,142	333,165	0.3%	1,018,591	1,053,610	-3.3%
Santa Barbara City College	282,877	301,776	-6.3%	862,122	908,348	-5.1%
Senior & Disabled Prepaid (2)	166,794	164,958	1.1%	515,393	513,989	0.3%
Shuttle (DWE & Seaside)	54,740	55,096	-0.6%	203,492	214,271	-5.0%
UC Santa Barbara	289,676	302,894	-4.4%	681,918	699,932	-2.6%
Youth Prepaid (3)	196,295	183,129	7.2%	548,861	502,774	9.2%
Free	47,606	54,162	-12.1%	159,340	179,403	-11.2%
My Ride / Brooks	25,440	28,827	-11.7%	91,702	99,213	-7.6%
Senior	43,992	33,099	32.9%	136,676	110,210	24.0%
Persons with Disabilities	11,155	13,903	-19.8%	36,084	45,115	-20.0%
Tokens	7,350	10,135	-27.5%	24,676	27,681	-10.9%
Total	1,899,608	1,937,723	-2.0%	5,685,085	5,797,694	-1.9%

(1) Includes adult 10-ride and unlimited 30-day Passport use.

(2) Includes seniors' and persons with disabilities' 10-ride, and unlimited 30-day Passport use.

(3) Includes K-12 Youth 10-ride and unlimited 30-day Passport use.

Source: MTD Passdat Program, MTD Transit Development Department, Planning Section

Revenue Hours and Revenue Miles (January – March 2014)

Metrics	Quarter			YTD		
	Jan 14 - Mar 14	Jan 13 - Mar 13	%Change	FY 2013-2014	FY2012- 2013	% Change
Passengers	1,899,608	1,937,723	-2.0%	5,685,085	5,797,694	-1.9%
Revenue Hours	49,733	49,030	1.4%	149,733	147,864	1.3%
Passengers per Revenue Hour	38.2	39.5	-3.4%	38.0	39.2	-3.2%
Miles	635,402	621,220	2.3%	1,902,548	1,869,221	1.8%
Passengers per Mile	3.0	3.1	-4.2%	3.0	3.1	-3.7%

Source: MTD Passdat Program, MTD Transit Development Department, Planning Section

Planning

MTD System Ridership (January – March 2014)

LINE	Quarter			YTD		
	Jan 14 - Mar 14	Jan 13 - Mar 13	% Change	FY 2013-2014	FY 2012-2013	% Change
1 West Santa Barbara	99,936	108,213	-7.6%	311,419	332,929	-6.5%
2 East Santa Barbara	164,640	167,156	-1.5%	502,786	505,258	-0.5%
3 Oak Park	56,201	60,844	-7.6%	177,489	188,856	-6.0%
4 Mesa / SBCC	41,636	42,104	-1.1%	125,310	127,335	-1.6%
5 Mesa / La Cumbre	50,700	51,747	-2.0%	157,730	158,670	-0.6%
6 Goleta	178,371	177,718	0.4%	543,910	552,415	-1.5%
7 County Health / Fairview	38,975	38,940	0.1%	117,808	115,258	2.2%
8 County Health	30,321	30,856	-1.7%	96,503	94,450	2.2%
9 Calle Real / Old Town Shuttle	8,892	10,091	-11.9%	28,084	29,835	-5.9%
10 Cathedral Oaks	7,977	6,747	18.2%	21,363	20,379	4.8%
11 UCSB	318,034	315,719	0.7%	926,051	907,629	2.0%
12x Goleta Express	69,773	74,973	-6.9%	216,499	227,983	-5.0%
14 Montecito	26,623	27,344	-2.6%	82,955	84,532	-1.9%
15x SBCC / UCSB Express	86,375	89,048	-3.0%	268,378	266,843	0.6%
16 City College Shuttle	36,093	35,901	0.5%	105,479	116,922	-9.8%
17 Lower West / SBCC	52,297	56,102	-6.8%	160,309	173,333	-7.5%
20 Carpinteria	88,713	88,499	0.2%	274,354	274,969	-0.2%
21x Carpinteria Express	27,243	29,568	-7.9%	81,547	88,615	-8.0%
22 Old Mission	5,572	5,819	-4.2%	17,273	17,235	0.2%
23 Winchester Canyon	20,513	22,399	-8.4%	61,544	80,108	-23.2%
24x UCSB Express	178,082	187,839	-5.2%	498,586	514,568	-3.1%
25 Ellwood	14,406	13,734	4.9%	42,632	51,130	-16.6%
27 Isla Vista Shuttle	94,017	98,318	-4.4%	214,649	212,740	0.9%
36 Seaside Shuttle	16,682	16,514	1.0%	51,530	52,256	-1.4%
37 Crosstown Shuttle	20,342	21,759	-6.5%	63,037	70,151	-10.1%
Booster Services	74,136	74,285	-0.2%	194,503	193,590	0.5%
System Subtotal	1,806,550	1,852,237	-2.5%	5,341,728	5,457,989	-2.1%
<i>Downtown Waterfront Shuttles</i>						
30 Downtown Shuttle	66,359	61,267	8.3%	248,186	251,104	-1.2%
31 East Beach Waterfront Shuttle	9,259	9,460	-2.1%	40,896	43,431	-5.8%
32 West Beach Waterfront Shuttle	6,595	3,901	69.1%	20,367	17,052	19.4%
<i>Coastal Express Limited</i>						
86,87 Limited - Santa Barbara	5,242	5,316	-1.4%	16,857	14,217	18.6%
88,89 Limited - Goleta	5,603	5,542	1.1%	17,051	13,861	23.0%
<i>Unknown</i>						
	-	-	0.0%	-	40	-100.0%
System Total	1,899,608	1,937,723	-2.0%	5,685,085	5,797,694	-1.9%
<i>Related Routes</i>						
20, 21x Carpinteria	115,956	118,067	-1.8%	355,901	363,584	-2.1%
1, 2, 37 East/West & Crosstown	284,918	297,128	-4.1%	877,242	908,338	-3.4%
4, 5, 15x, 16, 17 Mesa Lines	267,101	274,902	-2.8%	817,206	843,103	-3.1%
6, 11 State/Hollister	496,405	493,437	0.6%	1,469,961	1,460,044	0.7%
7, 8, 9 Calle Real/Fairview	78,188	79,887	-2.1%	242,395	239,543	1.2%

Source: MTD Passdat Program, MTD Transit Development Department, Planning Section

Planning

MTD Passengers per Revenue Hour (January – March 2014)

LINE	Quarter			YTD			
	Jan 14 - Mar 14	Jan 13 - Mar 13	%Change	FY 2013-2014	FY 2012-2013	% Change	
1	West Santa Barbara	37.3	40.5	-7.7%	38.5	42.6	-9.7%
2	East Santa Barbara	46.9	47.7	-1.6%	47.3	46.9	0.7%
3	Oak Park	28.8	31.2	-7.6%	30.1	32.1	-6.3%
4	Mesa / SBCC	36.4	36.9	-1.5%	36.2	37.1	-2.2%
5	Mesa / La Cumbre	29.3	29.9	-2.0%	30.2	30.4	-0.8%
6	Goleta	37.2	37.0	0.6%	37.6	37.9	-0.8%
7	County Health / Fairview	31.5	31.6	-0.3%	31.4	30.9	1.7%
8	County Health	33.1	33.6	-1.7%	34.7	34.1	1.8%
9	Calle Real / Old Town Shuttle	14.1	16.4	-14.2%	14.8	16.0	-7.7%
10	Cathedral Oaks	21.0	17.8	18.3%	18.6	17.8	4.3%
11	UCSB	41.5	41.1	0.9%	40.0	41.3	-3.2%
12x	Goleta Express	44.2	49.3	-10.2%	45.7	49.7	-8.0%
14	Montecito	21.3	21.9	-2.6%	22.1	22.6	-2.3%
15x	SBCC / UCSB Express	49.5	59.3	-16.5%	51.7	57.7	-10.4%
16	City College Shuttle	84.2	88.6	-5.0%	84.4	96.1	-12.2%
17	Lower West / SBCC	65.5	70.7	-7.4%	66.4	72.4	-8.3%
20	Carpinteria	26.6	26.5	0.3%	27.2	27.3	-0.4%
21x	Carpinteria Express	25.5	27.7	-7.9%	25.3	27.6	-8.5%
22	Old Mission	13.9	14.1	-1.6%	14.3	13.6	5.0%
23	Winchester Canyon	24.8	27.2	-8.9%	24.6	26.3	-6.5%
24x	UCSB Express	66.1	75.0	-11.8%	64.3	70.0	-8.1%
25	Ellwood	38.1	35.7	6.7%	37.3	32.2	16.0%
27	Isla Vista Shuttle	50.5	53.1	-4.8%	43.9	43.6	0.6%
36	Seaside Shuttle	16.0	15.8	1.3%	16.3	16.5	-1.4%
37	Crosstown Shuttle	20.3	21.7	-6.5%	20.8	23.2	-10.6%
	Booster Services	87.5	95.5	-8.3%	93.2	93.9	-0.8%
	System Subtotal	39.4	40.9	-3.7%	39.0	40.3	-3.3%
<i>Downtown Waterfront Shuttles</i>							
30	Downtown Shuttle	26.2	24.8	5.8%	29.4	30.5	-3.5%
31	East Beach Waterfront Shuttle	18.9	19.3	-2.2%	22.1	23.0	-4.0%
32	West Beach Waterfront Shuttle	23.7	16.3	45.8%	22.4	19.0	18.2%
<i>Coastal Express Limited</i>							
86,87	Limited - Santa Barbara	22.3	24.5	-9.1%	24.1	21.8	10.9%
88,89	Limited - Goleta	21.5	22.2	-2.8%	21.8	18.4	18.5%
<i>Unknown</i>							
		0.0	0.0	0.0%	0.0	0.7	-100.0%
	System Total	38.2	39.5	-3.4%	38.0	39.2	-3.2%
<i>Related Routes</i>							
	20, 21x Carpinteria	26.3	26.8	-1.8%	26.7	27.4	-2.3%
	1, 2, 37 East/West & Crosstown	39.6	41.4	-4.2%	40.3	42.1	-4.2%
	4, 5, 15x, 16, 17 Mesa Lines	45.7	49.3	-7.4%	46.6	49.9	-6.7%
	6, 11 State/Hollister	39.9	39.5	0.8%	39.1	39.9	-2.2%
	7, 8, 9 Calle Real	28.1	28.9	-2.8%	28.8	28.6	0.4%

Source: MTD Passdat Program, MTD Transit Development Department, Planning Section

Planning

MTD 'At Capacity' Loads* (January – March 2014)

LINE	Quarter			Year to Date		
	Jan 14 - Mar 14	Jan 13 - Mar 13	% Change	FY 2013-2014	FY 2012-2013	% Change
1 West Santa Barbara	19	17	11.8%	71	157	-54.8%
2 East Santa Barbara	58	93	-37.6%	209	304	-31.3%
3 Oak Park	27	10	170.0%	50	62	-19.4%
4 Mesa / SBCC	6	2	200.0%	10	14	-28.6%
5 Mesa / La Cumbre	46	57	-19.3%	153	133	15.0%
6 Goleta	42	146	-71.2%	198	309	-35.9%
7 County Health / Fairview	35	42	-16.7%	199	128	55.5%
8 County Health	6	3	100.0%	59	11	436.4%
9 Calle Real / Old Town Shuttle	-	1	-100.0%	1	1	0.0%
10 Cathedral Oaks	3	-	100.0%	6	6	0.0%
11 UCSB	262	447	-41.4%	811	809	0.2%
12x Goleta Express	23	60	-61.7%	129	197	-34.5%
14 Montecito	4	6	-33.3%	20	16	25.0%
15x SBCC / UCSB Express	204	149	36.9%	607	383	58.5%
16 City College Shuttle	19	30	-36.7%	164	214	-23.4%
17 Lower West / SBCC	24	39	-38.5%	74	98	-24.5%
20 Carpinteria	30	36	-16.7%	74	157	-52.9%
21x Carpinteria Express	23	27	-14.8%	51	49	4.1%
22 Old Mission	1	-	100.0%	1	-	100.0%
23 Winchester Canyon	1	10	-90.0%	30	21	42.9%
24x UCSB Express	192	333	-42.3%	658	867	-24.1%
25 Ellwood	-	4	-100.0%	1	9	-88.9%
27 Isla Vista Shuttle	85	222	-61.7%	149	363	-59.0%
36 Seaside Shuttle	1	3	-66.7%	5	5	0.0%
37 Crosstown Shuttle	7	1	600.0%	9	20	-55.0%
Booster Services	77	154	-50.0%	169	319	-47.0%
System Subtotal	1,195	1,892	-36.8%	3,908	4,652	-16.0%
<i>Downtown Waterfront Shuttles</i>						
30 Downtown Shuttle	129	271	-52.4%	476	634	-24.9%
31 East Beach Waterfront Shuttle	3	14	-78.6%	11	22	-50.0%
32 West Beach Waterfront Shuttle	13	-	100.0%	16	2	700.0%
<i>Coastal Express Limited</i>						
86,87 Limited - Santa Barbara	-	-	0.0%	-	-	0.0%
88,89 Limited - Goleta	-	-	0.0%	-	-	0.0%
<i>Related Routes</i>						
20, 21x Carpinteria	53	63	-15.9%	125	206	-39.3%
1, 2, 37 East/West & Crosstown	84	111	-24.3%	289	481	-39.9%
4, 5, 15x, 16, 17 Mesa Lines	299	277	7.9%	1,008	842	19.7%
6, 11 State/Hollister	304	593	-48.7%	1,009	1,118	-9.7%
7, 8, 9 Calle Real, Fairview	41	46	-10.9%	259	140	85.0%
<i>Unknown/Miscellaneous</i>						
	1	3	-66.7%	1	6	-83.3%
System Total	1,341	2,180	-38.5%	4,412	5,316	-17.0%

* Classified as a 30-foot vehicle with 10 or more standees, or a 40-foot vehicle with 20 or more standees.

Source: GFI Genfare, MTD Transit Development Department, Planning Section

Planning

MTD 'Too Full to Board' Loads* (January – March 2014)

LINE	Quarter			Year to Date		
	Jan 14 - Mar 14	Jan 13 - Mar 13	% Change	FY 2013-2014	FY 2012-2013	% Change
1 West Santa Barbara	6	8	-25.0%	29	71	-59.2%
2 East Santa Barbara	13	12	8.3%	79	112	-29.5%
3 Oak Park	5	-	100.0%	9	14	-35.7%
4 Mesa / SBCC	4	3	33.3%	12	9	33.3%
5 Mesa / La Cumbre	41	39	5.1%	105	125	-16.0%
6 Goleta	49	35	40.0%	152	125	21.6%
7 County Health / Fairview	18	21	-14.3%	74	40	85.0%
8 County Health	-	1	-100.0%	2	2	0.0%
9 Calle Real / Old Town Shuttle	-	-	0.0%	1	-	100.0%
10 Cathedral Oaks	-	-	0.0%	-	5	-100.0%
11 UCSB	207	144	43.8%	536	429	24.9%
12x Goleta Express	12	16	-25.0%	56	103	-45.6%
14 Montecito	4	3	33.3%	6	7	-14.3%
15x SBCC / UCSB Express	233	276	-15.6%	801	848	-5.5%
16 City College Shuttle	71	79	-10.1%	142	181	-21.5%
17 Lower West / SBCC	18	33	-45.5%	62	84	-26.2%
20 Carpinteria	3	1	200.0%	25	18	38.9%
21x Carpinteria Express	21	3	600.0%	21	9	133.3%
22 Old Mission	1	-	100.0%	1	1	0.0%
23 Winchester Canyon	-	4	-100.0%	23	15	53.3%
24x UCSB Express	217	249	-12.9%	663	1,040	-36.3%
25 Ellwood	-	4	-100.0%	2	5	-60.0%
27 Isla Vista Shuttle	121	178	-32.0%	230	298	-22.8%
36 Seaside Shuttle	-	1	-100.0%	1	8	-87.5%
37 Crosstown Shuttle	8	2	300.0%	15	15	0.0%
Booster Services	66	62	6.5%	241	241	0.0%
System Subtotal	1,118	1,174	-4.8%	3,288	3,805	-13.6%
<i>Downtown Waterfront Shuttles</i>						
30 Downtown Shuttle	166	146	13.7%	889	1,055	-15.7%
31 East Beach Waterfront Shuttle	12	5	140.0%	57	39	46.2%
32 West Beach Waterfront Shuttle	15	-	100.0%	27	11	145.5%
<i>Coastal Express Limited</i>						
86,87 Limited - Santa Barbara	-	-	0.0%	-	-	0.0%
88,89 Limited - Goleta	-	-	0.0%	-	1	-100.0%
<i>Related Routes</i>						
20, 21x Carpinteria	24	4	500.0%	46	27	70.4%
1, 2, 37 East/West & Crosstown	27	22	22.7%	123	198	-37.9%
4, 5, 15x, 16, 17 Mesa Lines	367	430	-14.7%	1,122	1,247	-10.0%
6, 11 State/Hollister	256	179	43.0%	688	554	24.2%
7, 8, 9 Calle Real, Fairview	18	22	-18.2%	77	42	83.3%
<i>Unknown/Miscellaneous</i>						
	3	-	100.0%	8	8	0.0%
System Total	1,314	1,325	-0.8%	4,269	4,919	-13.2%

* Indicates that passengers were refused service because a vehicle was too full to safely board additional riders.

Source: GFI Genfare, MTD Transit Development Department, Planning Section

Planning

MTD Bicycles Carried (January – March 2014)

LINE	Quarter			Year to Date		
	Jan 14 - Mar 14	Jan 14 - Mar14	% Change	FY 2013-2014	FY 2012-2013	% Change
1 West Santa Barbara	635	606	4.8%	2,083	1,953	6.7%
2 East Santa Barbara	1,555	1,807	-13.9%	5,173	5,407	-4.3%
3 Oak Park	473	479	-1.3%	1,553	1,788	-13.1%
4 Mesa / SBCC	632	553	14.3%	1,745	1,671	4.4%
5 Mesa / La Cumbre	1,014	894	13.4%	3,255	2,609	24.8%
6 Goleta	4,393	4,400	-0.2%	13,624	12,816	6.3%
7 County Health / Fairview	788	819	-3.8%	2,512	2,055	22.2%
8 County Health	634	527	20.3%	1,935	1,353	43.0%
9 Calle Real / Old Town Shuttle	117	131	-10.7%	345	343	0.6%
10 Cathedral Oaks	263	167	57.5%	543	445	22.0%
11 UCSB	6,962	6,120	13.8%	20,591	17,755	16.0%
12x Goleta Express	2,019	1,944	3.9%	6,440	6,498	-0.9%
14 Montecito	524	399	31.3%	1,507	1,252	20.4%
15x SBCC / UCSB Express	957	924	3.6%	3,212	2,347	36.9%
16 City College Shuttle	399	205	94.6%	1,058	701	50.9%
17 Lower West / SBCC	377	378	-0.3%	1,122	1,196	-6.2%
20 Carpinteria	1,859	1,807	2.9%	5,868	5,742	2.2%
21x Carpinteria Express	792	868	-8.8%	2,106	2,349	-10.3%
22 Old Mission	246	210	17.1%	541	490	10.4%
23 Winchester Canyon	336	309	8.7%	1,059	1,047	1.1%
24x UCSB Express	3,267	2,722	20.0%	10,475	9,659	8.4%
25 Ellwood	293	310	-5.5%	994	1,038	-4.2%
27 Isla Vista Shuttle	737	998	-26.2%	1,793	2,177	-17.6%
36 Seaside Shuttle ¹	-	-	N/A	-	-	N/A
37 Crosstown Shuttle ¹	-	-	N/A	-	-	N/A
Booster Services	85	156	-45.5%	169	417	-59.5%
System Subtotal	29,357	27,733	5.9%	89,703	83,108	7.9%
Downtown Waterfront Shuttles ¹						
30 State Street Shuttle	-	-	N/A	-	-	N/A
31 East Beach Waterfront Shuttle	-	-	N/A	-	-	N/A
32 West Beach Waterfront Shuttle	-	-	N/A	-	-	N/A
Coastal Express Limited						
86,87 Limited - Santa Barbara	27	78	-65.4%	130	221	-41.2%
88,89 Limited - Goleta	50	55	-9.1%	174	309	-43.7%
Related Routes						
20, 21x Carpinteria	2,651	2,675	-0.9%	7,974	8,091	-1.4%
1,2,37 East/West & Crosstown	2,190	2,413	-9.2%	7,256	7,360	-1.4%
4, 5, 15x, 16, 17 Mesa Lines	3,379	2,954	14.4%	10,392	8,524	21.9%
6,11 State/Hollister	11,355	10,520	7.9%	34,215	30,571	11.9%
7, 8, 9 Calle Real/Fairview	1,539	1,477	4.2%	4,792	3,751	27.8%
Unknown/Miscellaneous						
	38	48	-20.8%	142	135	5.2%
System Total	29,472	27,914	5.6%	90,149	83,773	7.6%

¹ MTD electric shuttles cannot carry bicycles.

Source: GFI Genfare, MTD Transit Development Department, Planning Section

Planning

MTD Wheelchairs Boarded (January – March 2014)

LINE	Quarter			Year to Date		
	Jan 14 - Mar 14	Jan 14 - Mar 14	% Change	FY 2013-2014	FY 2012-2013	% Change
1 West Santa Barbara	214	245	-12.7%	698	955	-26.9%
2 East Santa Barbara	419	478	-12.3%	1,387	1,552	-10.6%
3 Oak Park	383	300	27.7%	1,151	1,072	7.4%
4 Mesa / SBCC	29	18	61.1%	66	81	-18.5%
5 Mesa / La Cumbre	282	154	83.1%	857	445	92.6%
6 Goleta	619	698	-11.3%	1,795	2,186	-17.9%
7 County Health / Fairview	270	192	40.6%	919	486	89.1%
8 County Health	212	121	75.2%	691	372	85.8%
9 Calle Real / Old Town Shuttle	45	87	-48.3%	125	268	-53.4%
10 Cathedral Oaks	2	27	-92.6%	9	70	-87.1%
11 UCSB	768	879	-12.6%	2,275	2,374	-4.2%
12x Goleta Express	196	248	-21.0%	573	821	-30.2%
14 Montecito	102	50	104.0%	286	158	81.0%
15x SBCC / UCSB Express	4	23	-82.6%	33	61	-45.9%
16 City College Shuttle	98	46	113.0%	178	191	-6.8%
17 Lower West / SBCC	57	33	72.7%	167	122	36.9%
20 Carpinteria	270	323	-16.4%	1,137	1,166	-2.5%
21x Carpinteria Express	117	65	80.0%	308	256	20.3%
22 Old Mission	4	7	-42.9%	14	12	16.7%
23 Winchester Canyon	36	29	24.1%	148	79	87.3%
24x UCSB Express	55	79	-30.4%	197	309	-36.2%
25 Ellwood	82	63	30.2%	242	134	80.6%
27 Isla Vista Shuttle	27	10	170.0%	74	57	29.8%
36 Seaside Shuttle	4	8	-50.0%	19	38	-50.0%
37 Crosstown Shuttle	14	46	-69.6%	70	133	-47.4%
Booster Services	2	7	-71.4%	5	14	-64.3%
System Subtotal	4,311	4,236	1.8%	13,424	13,412	0.1%
Downtown Waterfront Shuttles						
30 State Street Shuttle	194	138	40.6%	685	525	30.5%
31 East Beach Waterfront Shuttle	28	30	-6.7%	110	163	-32.5%
32 West Beach Waterfront Shuttle	18	29	-37.9%	47	127	-63.0%
Coastal Express Limited						
86,87 Limited - Santa Barbara	-	-	0.0%	-	3	-100.0%
88,89 Limited - Goleta	-	-	0.0%	-	-	0.0%
Related Routes						
20, 21x Carpinteria	387	388	-0.3%	1,445	1,422	1.6%
1, 2, 37 East/West & Crosstown	647	769	-15.9%	2,155	2,640	-18.4%
4, 5, 15x, 16, 17 Mesa Lines	470	274	71.5%	1,301	900	44.6%
6, 11 State/Hollister	1,387	1,577	-12.0%	4,070	4,560	-10.7%
7, 8, 9 Calle Real/Fairview	527	400	31.8%	1,735	1,126	54.1%
Unknown/Miscellaneous						
	5	4	25.0%	16	15	6.7%
System Total	4,556	4,437	2.7%	14,282	14,245	0.3%

Source: GFI Genfare, MTD Transit Development Department, Planning Section

Transit Operations

AM/PM Startup for January, February, March

Starts (from terminal)	FY 2013-2014				FY 2012-2013			
	Total Trips	Missed/ Late Starts (missing driver)	Missed/ Late Starts (operations error)	Late Starts (bus failure)	Total Trips	Missed/ Late Starts (missing driver)	Missed/ Late Starts (operations error)	Late Starts (bus failure)
Weekday AM	4,632	0	1(3)	7(2)	4,758	0	0	13(2)
Weekday PM	2,421	0	1(3)	0	2,379	0	2(3)	2(2)
Saturday	675	0	0	1(2)	672	0	0	0
Sunday	574	0	0	7(2)	532	0	0	0
Quarter Totals	8,302	0	2	15	8,341	0	2	15

AM/PM Startup YTD

Starts (from terminal)	FY 2013-2014				FY 2012-2013			
	Total	Missed/ Late Starts (missing driver)	Missed/ Late Starts (operations error)	Late Starts (bus failure)	Total	Missed/ Late Starts (missing driver)	Missed/ Late Starts (operations error)	Late Starts (bus failure)
Weekday AM	14,231	4	2	24	13,742	0	1(3)	18(2)
Weekday PM	7,346	0	3	2	7,364	2(1)	4(3)	4(2)
Saturday	1,959	0	0	3	1,801	3(1)	0	0
Sunday	1,733	1	1	11	1,748	4(1)	0	0
YTD Totals	25,269	5	6	40	24,655	9	5	22

(1) Driver minimally late

(2) Minor maintenance problems requiring repair prior to leaving for start of service.

(3) Incidents/accidents

Transit Operations

Complaints (January, February, March 2014)

Compliments

Month	Passenger Relations	Driving Observations	Schedule/Policy	Missed Passengers	Complaints	Total Monthly per Passenger Boarding Jan. - March 2014	Total Monthly per Passenger Boarding Jan. - March 2013	
January	4	2	6	5	17	1/36,634	1/47,605	1
February	3	0	5	3	11	1/58,404	1/47,924	0
March	6	1	6	4	17	1/37,315	1/30,495	1
Quarter Total	13	3	17	12	45	1/42,213	1/39,543	

	Complaints	Compliments
Current FY 13-14 YTD	184	22
Prior FY 12-13 YTD	204	37

Definitions:

Passenger Relations: Perceived negative treatment of passengers by an MTD Employee.

Driving Observations: Concerns regarding driving safety.

Schedule/Policy: Missed trips, frequency of service, transfer policy, etc.

Missed Passengers: Complaints that passengers were passed up at MTD authorized stops.

Compliments: Documented praise of MTD Employee's actions.

**** No significant trending comparing previous fiscal year or quarters. Complaint ratios fall well within District standard of 1/10,000, and improved over previous quarter.**

Transit Operations



Fleet Facts

EV Fleet	Number in Fleet	Battery Type	Traction
EV's 3 -11	6	Lead Acid	DC Drive
EV's 13, 15 – 17 & 20 – 21, 26-28	9	Ni-Cad	AC Drive
EV's 12, 14, 18 & 19	4	LiFePO4	AC Drive

Fleet Consumption Statistics

Third Quarter Fiscal Year 2014 (March 31, 2014)

Miles	KWH	MPK	Parts	Labor	Cost per Mile
41,265	65,084	0.63	\$18,890	\$12,525	\$1.11

Third Quarter Fiscal Year 2013 (March 31, 2013)

Miles	KWH	MPK	Parts	Labor	Cost per Mile
40,038	63,509	0.63	\$32,948	\$15,335	\$1.56

Fiscal Year 2014 to Date (March 31, 2014)

Miles	KWH	MPK	Parts	Labor	Cost per Mile
131,182	204,362	0.64	\$67,389	\$41,700	\$1.18

Fiscal Year 2013 to Date (March 31, 2013)

Miles	KWH	MPK	Parts	Labor	Cost per Mile
127,637	206,580	0.62	\$103,311	\$49,277	\$1.56

NOTE: EV's 1, 2, 10 & 22 retired & EV's 26, 27 & 28 added at various dates during FY 2013

Transit Operations



Nova 400 Series Fleet Facts

Diesel Fleet	Number in Fleet	Engine	Transmission
1998 Nova LFS 40	15	Detroit Diesel Series 40 inline 6	Allison B400R
2000 Nova LFS 40	2	Detroit Diesel Series 40 inline 6	Allison B400R

Fleet Consumption Statistics

Third Quarter Fiscal Year 2014 (March 31, 2014) See NOTE below

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
91,439	4.41	\$66,091	\$34,561	\$20,175	\$1.32

Third Quarter Fiscal Year 2013 (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
181,135	4.22	\$144,368	\$40,016	\$27,055	\$1.17

Fiscal Year 2014 to Date (March 31, 2014) Ten (10) buses retired YTD

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
409,517	4.27	\$316,413	\$81,741	\$63,479	\$1.13

Fiscal Year 2013 to Date (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
547,017	4.22	\$444,230	\$127,939	\$85,991	\$1.20

NOTE: One of eleven (11) buses retired in FY 2014 Q2 was reactivated this Quarter

Transit Operations



Gillig 700 Series Fleet Facts

Diesel Fleet	Number in Fleet	Engine Type	Transmission
2004 Gillig LF 29	14	Cummins ISB inline 6	Allison B300R

Fleet Consumption Statistics

Third Quarter Fiscal Year 2014 (March 31, 2014)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
103,030	4.60	\$71,355	\$30,741	\$15,952	\$1.15

Third Quarter Fiscal Year 2013 (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
115,912	4.63	\$83,720	\$26,582	\$13,231	\$1.07

Fiscal Year 2014 to Date (March 31, 2014)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
304,219	4.60	\$217,694	\$107,302	\$48,526	\$1.23

Fiscal Year 2013 to Date (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
323,677	4.53	\$244,344	\$84,960	\$42,699	\$1.15

Transit Operations



Gillig 700 Hybrid Series Fleet Facts

Diesel Fleet	Number in Fleet	Engine	Transmission
2009 Gillig Hybrid LF 29	3	Cummins ISB Inline 6	Allison EP40

Fleet Consumption Statistics

Third Quarter Fiscal Year 2014 (March 31, 2014)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
11,049	5.24	\$6,671	\$5,761	\$2,862	\$1.38

Third Quarter Fiscal Year 2013 (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
12,613	5.52	\$7,698	\$459	\$856	\$0.71

Fiscal Year 2014 to Date (March 31, 2014)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
36,688	5.25	\$23,233	\$11,721	\$7,844	\$1.17

Fiscal Year 2013 to Date (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
38,374	5.64	\$23,891	\$2,447	\$2,571	\$0.75

Transit Operations



Fleet Facts

Diesel Fleet	Number in Fleet	Engine Type	Transmission
2004 Gillig LF 40	15	Detroit Diesel Series 50 inline 4	Allison B400R
2011 Gillig LF 40	7	Cummins ISL	Allison B400R
2013 Gillig LF 40	13	Cummins ISL	Allison B400R

Fleet Consumption Statistics

Third Quarter Fiscal Year 2014 (March 31, 2014) Two new buses added this Qtr

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
347,9490	4.54	\$245,845	\$45,230	\$32,978	\$0.93

Third Quarter Fiscal Year 2013 (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
213,085	4.41	\$165,107	\$38,771	\$23,160	\$1.07

Fiscal Year 2014 to Date (March 31, 2014) Thirteen (13) new buses added YTD

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
838,868	4.48	\$619,106	\$148,692	\$92,060	\$1.03

Fiscal Year 2013 to Date (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
602,850	4.36	\$481,649	\$113,959	\$69,829	\$1.10

Transit Operations



Gillig 900 Hybrid Series Fleet Facts

Diesel Fleet	Number in Fleet	Engine	Transmission
2007 Gillig Hybrid LF 40	8	Cummins ISB Inline 6	Allison EP40
2011 Gillig Hybrid LF 40	7 (New)	Cummins ISB Inline 6	Allison EP40

Fleet Consumption Statistics

Third Quarter Fiscal Year 2014 (March 31, 2014)					
Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
130,779	5.37	\$77,540	\$16,118	\$12,755	\$0.81

Third Quarter Fiscal Year 2013 (March 31, 2013)					
Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
141,745	5.55	\$85,606	\$14,066	\$12,395	\$0.79

Fiscal Year 2014 to Date (March 31, 2014)					
Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
429,826	5.32	\$266,789	\$62,608	\$47,578	\$0.88

Fiscal Year 2013 to Date (March 31, 2013)					
Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
453,730	5.44	\$288,161	\$44,624	\$36,703	\$0.81

Transit Operations



MCI 800 Series Fleet Facts

Diesel Fleet	Number in Fleet	Engine	Transmission
2004 MCI D4000 40	3	Detroit Diesel Series 60 inline 6	Allison B500
2004 MCI D4500 45	2	Detroit Diesel Series 60 inline 6	Allison B500

Fleet Consumption Statistics

Third Quarter Fiscal Year 2014 (March 31, 2014)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
25,177	4.73	\$16,617	\$4,409	\$4,272	\$1.00

Third Quarter Fiscal Year 2013 (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
25,407	4.79	\$17,832	\$14,111	\$2,910	\$1.37

Fiscal Year 2014 to Date (March 31, 2014)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
76,830	4.62	\$54,506	\$12,776	\$11,264	\$1.02

Fiscal Year 2013 to Date (March 31, 2013)

Miles	MPG	Fuel/Oil	Parts	Labor	Cost per Mile
76,236	4.76	\$54,535	\$22,230	\$10,203	\$1.14

Santa Barbara Metropolitan Transit District
FY 2014 National Transit Database Roadcalls ("Mechanical System Failures") - Third Quarter

Fleet	Fiscal Year	All Mechanical System Failures	Major Mechanical System Failures	Accumulated Miles	Miles between <u>All</u> Mechanical System Failures	Miles between <u>Major</u> Mechanical System Failures
Electric Vehicles (EVs)	2013/2014	31	26	41,265	1,331	1,587
	2012/2013	70	66	40,038	572	607
400 Nova 40 ft	2013/2014	9	2	91,439	10,160	45,720
	2012/2013	20	11	181,135	9,057	16,467
600 Gillig 40 ft	2013/2014	28	15	347,949	12,427	23,197
	2012/2013	20	14	213,085	10,654	15,220
700 Gillig 29 ft	2013/2014	18	11	103,030	5,724	9,366
	2012/2013	18	13	115,912	6,440	8,916
700 Gillig 29 ft Hybrid	2013/2014	4	3	11,049	2,762	3,683
	2012/2013	0	0	12,356	None this Qtr	None this Qtr
800 MCI 45 & 40 ft	2013/2014	0	0	25,177	None this Qtr	None this Qtr
	2012/2013	0	0	25,407	None this Qtr	None this Qtr
900 Gillig 40 ft Hybrid	2013/2014	2	0	130,779	65,390	None this Qtr
	2012/2013	8	2	141,745	17,718	70,873
System Total - Excluding EVs	2013/2014	61	31	709,423	11,630	22,885
	2012/2013	66	40	689,640	10,449	17,241
System Total - All Vehicles	2013/2014	92	57	750,688	8,160	13,170
	2012/2013	136	106	729,678	5,365	6,884

Santa Barbara Metropolitan Transit District
FY 2014 National Transit Database Roadcalls ("Mechanical System Failures") - Third Quarter YTD

Fleet	Fiscal Year	All Mechanical System Failures	Major Mechanical System Failures	Accumulated Miles	Miles between <u>All</u> Mechanical System Failures	Miles between <u>Major</u> Mechanical System Failures
Electric Vehicles (EVs)	2013/2014	143	126	131,182	917	1,041
	2012/2013	194	181	127,637	658	705
400 Nova 40 ft	2013/2014	49	27	409,517	8,357	15,167
	2012/2013	79	54	547,017	6,924	10,130
600 Gillig 40 ft	2013/2014	80	56	838,868	10,486	14,980
	2012/2013	60	47	602,850	10,048	12,827
700 Gillig 29 ft	2013/2014	65	42	304,219	4,680	7,243
	2012/2013	51	34	323,677	6,347	9,520
700 Gillig 29 ft Hybrid	2013/2014	6	4	36,688	6,115	9,172
	2012/2013	1	1	38,374	38,374	38,374
800 MCI 45 & 40 ft	2013/2014	0	0	76,830	None YTD	None YTD
	2012/2013	1	0	76,236	76,236	None YTD
900 Gillig 40 ft Hybrid	2013/2014	40	22	429,826	10,746	19,538
	2012/2013	28	15	453,730	16,205	30,249
System Total - Excluding EVs	2013/2014	240	151	2,095,948	8,733	13,880
	2012/2013	220	151	2,041,884	9,281	13,522
System Total - All Vehicles	2013/2014	383	277	2,227,130	5,815	8,040
	2012/2013	414	332	2,169,521	5,240	6,535

Management & Administration

January through March 2014

MTD Turnover Rate 2011-2014	Third Quarter 2011	Third Quarter 2012	Third Quarter 2013	Third Quarter 2014
Staff	0%	6%	0%	3%
Drivers	1%	1%	1%	2%
Service Workers	0%	0%	0%	0%
Mechanics	0%	0%	0%	0%
Overall % Totals	1%	1%	1%	2%

Management & Administration

January through March 2014

Workers' Compensation Claims

Workers' Compensation Claims (employee injury)	Temporary Disability (lost time)	No Lost time (first aid only)
January - March 2011	0	2
January - March 2012	2	2
January - March 2013	5	4
January - March 2014	1	1

Liability Claims

Liability Claims (bus accidents)	Reportable to National Transit Data Base	Reportable to MTD
January - March 2011	1	6
January - March 2012	0	9
January - March 2013	0	5
January - March 2014	0	7

Marketing-Advertising Sales

January through March 2014

Current: 3rd Quarter 2014 Advertising Revenue

Gross Revenue	Total Discounts (Agency 15%)	Net Revenue
\$122,275.00	(\$12,889.05)	\$109,385.95

Past: 3rd Quarter 2013 Advertising Revenue

Gross Revenue	Total Discounts (Agency 15%)	Net Revenue
\$118,127.00	(\$10,534.80)	\$107,592.20

*2013 Total Advertising Revenue: \$485,553.00

*2014 Total Advertising Revenue:\$445,009.75(Sold as of 5/1/14)

***Agency Discount:** MTD currently provides a 15% discount off of the current advertising rates for agencies that bring advertising clients to MTD.

Transit Finance

Compliance Report for Quarter Ending March 31, 2014

As a recipient of Federal funds from the Federal Transit Administration (FTA), the Santa Barbara Metropolitan Transit District (MTD) is subject to a number of rules and regulations. This report describes actions taken between January 1 and March 31, 2014, to address these requirements.

MTD Compliance Actions

The required FTA Triennial Review of MTD is underway. The reviewer will be on site for two days in June. The Triennial Review examines MTD's compliance with FTA rules.

Submitted revisions to MTD's FY 2013 National Transit Database Annual Report to FTA, as required.

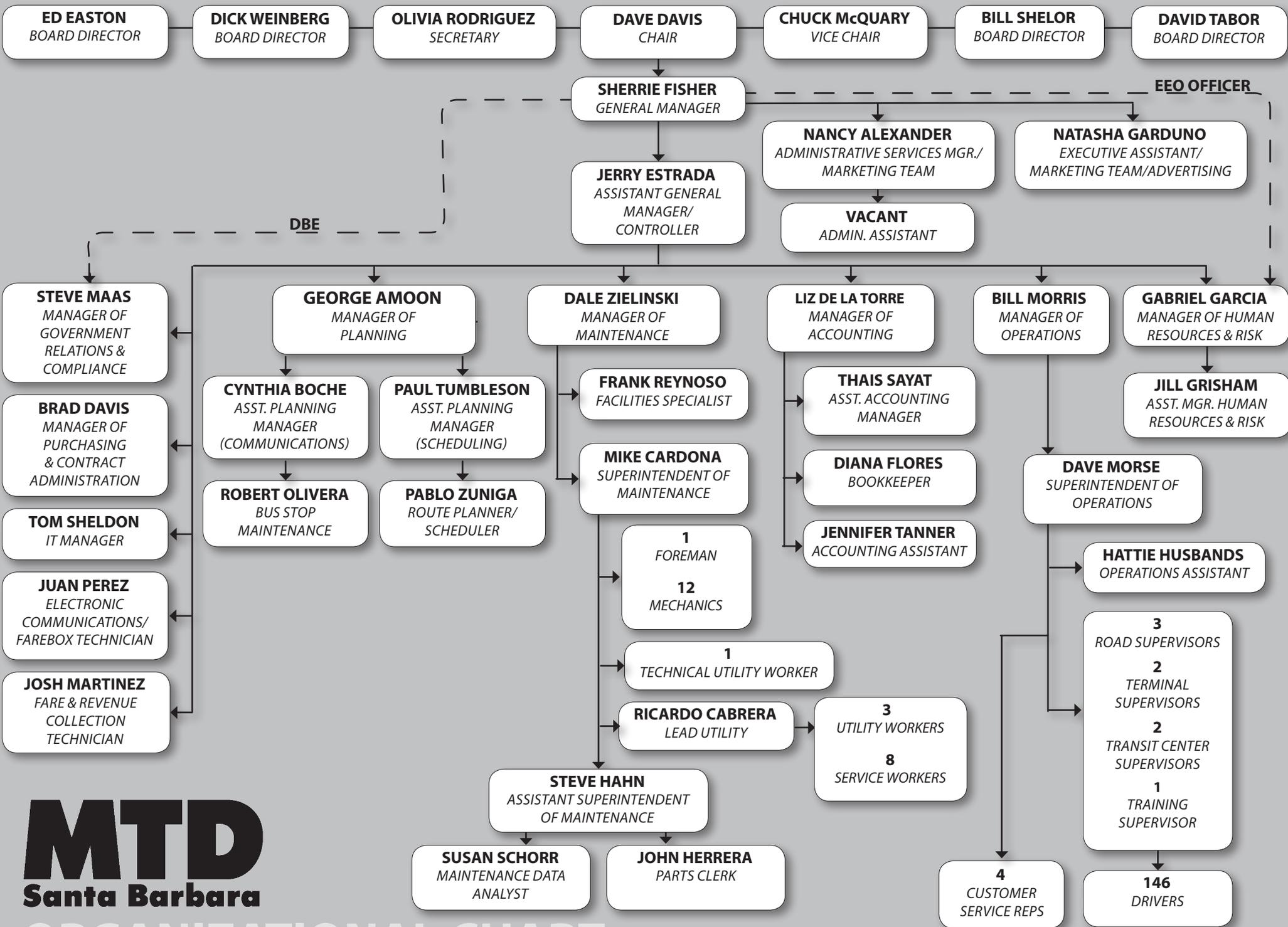
Submitted MTD and Easy Lift monthly National Transit Database Safety and Security reports to FTA, as required.

Submitted MTD and Easy Lift monthly National Transit Database Ridership reports to FTA, as required.

Submitted FY 2014 Section 5307 grant application for operating assistance to FTA.

Submitted FY 2013 Section 5339 grant application for capital assistance to Caltrans.

Continued to monitor all FTA compliance areas, including the Americans with Disabilities Act (ADA) complementary paratransit service that is operated by Easy Lift Transportation for MTD. *(MTD is responsible for this service, and must ensure that it complies with all FTA requirements.)*



ORGANIZATIONAL CHART

BOARD OF DIRECTORS REPORT

MEETING DATE: MAY 13, 2014

AGENDA ITEM #: 8

TYPE: INFORMATION

PREPARED BY: JERRY ESTRADA

Signature

REVIEWED BY: GENERAL MANAGER

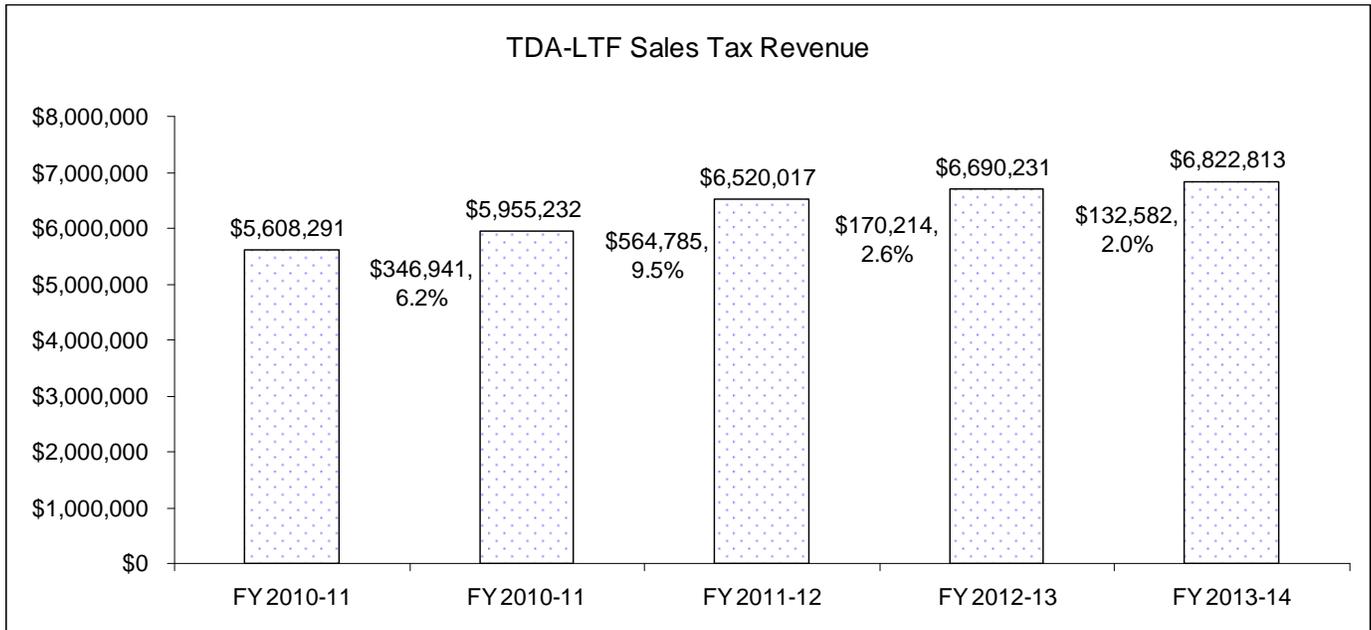
GM Signature

SUBJECT: Finance Update & Financial Statement Analysis for the Nine-Month Period Ending March 31, 2014

DISCUSSION:

Sales Tax Revenue Trend

The chart below includes staff's Transportation Development Act – Local Transportation Fund (TDA-LTF) sales tax revenue estimate for the current fiscal year. The prior year figures have been normalized to allocate sales tax revenue to the fiscal year in which it was attributable.



The chart illustrates that while TDA-LTF sales tax revenue continues to grow, the rate has slowed considerably from a few years ago. The estimated amount of \$6,822,813 for fiscal year 2013-14 is nearly identical to the previous high that was received in fiscal year 2007-08, which was pre-Great Recession.

MTD's TDA-LTF allocation for fiscal year 2014-15 is \$7,269,606, which would reflect an increase of 6.5% over staff's current estimate of \$6,822,813. While it is

feasible that the local economy may pick up and that a 6.5% increase in sales tax revenue may occur, staff is unlikely to use the \$7.2 million dollar figure in its final budget recommendation for next year. Staff projected a draft budget for next fiscal year in March which assumed a figure of \$6,958,254. At that time staff was much more pessimistic regarding sales tax revenue. Recent monthly returns have given staff confidence to project a 3% increase for next fiscal year, which would result in \$7,027,497. That is an improvement of \$69,243 over March's estimate.

Financial Statement Analysis

Performance Indicators

The Revenue, Expense and Performance Report indicates that the farebox ratio decreased by 2.2% from 37% to 36.2% for the nine-month period. MTD is required to maintain a farebox ratio of 30.3%.

Operating cost per revenue hour increased by 2.8% to \$112.61. The result is satisfactory considering the growth in operating expense of 4%, which includes increased wage and health insurance contributions.

Total passengers decreased by 1.95% or 112,883. Coupled with the increase in operating expense, the cost per passenger is up 6.14% to \$2.96. Consistent with this trend, the number of passengers per revenue hour decreased 3.14% from 39.2% to 38%.

Financials

The Operating & Capital Budget Report, page 2 of the attached financial statements, summarizes the net gain/loss of operating activities. Through the nine-months ending March 31, 2014, operating activities resulted in a net loss of \$2,495,891¹. The budget reflected an anticipated net loss of \$3,560,624.

The Revenue Variance Report, page 4 indicates that total operating revenue of \$14,359,525 exceeded the budget by \$213,112 or 1.5%. Operating Revenue consisting of cash fares, pass sales and contract fares of \$6,103,587 slightly exceeded the budget by \$56,305. Noteworthy, Special Event Fares of \$77,294 have surpassed what was generated last year by \$71,418 and has exceeded the budget by \$36,044.

Total sales tax revenue of \$7,012,384, which consists of SB325 Local Transportation Fund (TDA-LTF) and Measure A, was in line with the budgeted expectations (net variance \$30,481).

Property tax revenue has exceeded budget projections by \$71,505 at this point. However, it is only 1.3% or \$7,258 greater than previous year results. The budget variance appears to be due to a mistake in the allocation of the budget

¹ 20% of annual operating revenue is generated from federal operating assistance, which is typically received in the final quarter of the fiscal year. As such, MTD relies heavily on its working capital throughout most of the fiscal year to fund the cost of operating activities.

over the current 12-months rather than the result of higher revenue. This variance is projected to decrease significantly over the final three months of the fiscal year.

Operating Expenditures, found on page 5, of \$16,855,416 are \$851,623 or 4.8% below budget for the period. However, these costs in comparison to last year increased by 4%.

Wage and Benefits associated with driver pay was \$130,626 below budget, but \$396,832 more than what was spent in the prior year. The growth versus prior year results reflects collectively bargained wage and benefit changes. The wage increases were retroactive to July 1, 2013 and the employer paid health insurance contribution increase was retroactive to October 1, 2013.

As it pertains to liability and workers compensation expense, MTD is self-insured up to \$250,000 per claim. Combined, liability and workers compensation expense was \$373,662 under budget. However, said costs have exceeded last year's combined total for the first nine months by \$47,017. There was a substantial decrease of \$272,801 in workers compensation change in prior year's incident reserves. Reserves are estimated by MTD's third-party administrator using standard industry practices and guidelines.

Mechanic wage and benefits were 1.5% or \$12,532 under budget but 9.5% or \$70,662 greater than prior year results. The increase versus prior year results was due in large part to a couple of mechanic medical leaves of absences that occurred in the prior year.

Vehicle bus parts costs were \$57,879 under budget, but reflect an 11.5% increase over what was spent in the prior year. MTD is typically under budget at this point in the year as it pertains to Vehicle Bus Parts, but the year-end inventory count typically results in an adjustment that increases this expense. Bus fuel and lubricants were \$54,281 under budget which is a 3.8% decrease from prior year results.

Promotional and Information budgeted expenses are not being fully realized. As a result, wages, benefits and promotional activities are under budget by \$117,847. However, \$46,120 of the variance is due to Route Schedule & Information expenses that have not yet been incurred but are expected to be in the next few months.

Santa Barbara Metropolitan Transit District
Revenue, Expense and Performance Report
For the 9-month Period Ending March 31, 2014

Category	FY 2013-14	FY 2012-13	% Change
Passenger Fares (Cash & Discounted Passes)	\$3,937,731	\$3,899,264	0.99%
Passenger Fares (Contract Related)	\$2,165,855	\$2,094,664	3.40%
Total Passenger Fares:	\$6,103,586	\$5,993,928	1.83%
Total Operating Expense	\$16,855,417	\$16,196,081	4.07%
Farebox Ratio	36.2%	37.0%	-2.15%
Required Farebox Ratio:	30.3%		
Revenue Hours	149,682	147,862	1.23%
Revenue Miles	1,902,549	1,869,220	1.78%
Total Passengers	5,685,084	5,797,967	-1.95%
Cost/Passenger	\$2.96	\$2.79	6.14%
Cost/Hour	\$112.61	\$109.54	2.81%
Cost/Mile	\$8.86	\$8.66	2.25%
Passenger/Hour	37.98	39.21	-3.14%
Passenger/Mile	2.99	3.10	-3.66%

Santa Barbara Metropolitan Transit District

Operating & Capital Budget Performance For the 9-month Period Ending March 31, 2014

	ACTUAL FY 2013-14	BUDGET FY 2013-14	PRIOR FY 2012-13
OPERATING REVENUE			
Passenger Fares	\$6,103,587	\$6,047,282	\$5,993,928
Federal Operating Assistance	0	0	28,928
Property Tax Revenue	554,005	482,500	546,747
Measure A, Section 3 LSTI	1,431,936	1,358,904	1,357,108
Local Operating Assistance	76,605	44,393	69,143
Non-Transportation Income	612,945	590,336	557,270
Sales Tax Revenue (TDA)	5,580,448	5,622,999	5,554,095
Total Operating Revenue	\$14,359,526	\$14,146,414	\$14,107,219
OPERATING EXPENSE			
Route Operations	\$9,827,206	\$10,284,484	\$9,277,596
Vehicle Maintenance	4,107,786	4,347,509	4,116,392
Passenger Accommodations	1,001,273	1,131,169	1,007,496
General Overhead	1,919,152	1,943,876	1,794,597
Total Operating Expense	\$16,855,417	\$17,707,038	\$16,196,081
Net Gain/Loss - Operating Activities:	(\$2,495,891)	(\$3,560,624)	(\$2,088,862)
CAPITAL REVENUE			
Sales Tax Revenue (TDA)	\$0	\$0	\$0
Other Capital Assistance	49,797	30,000	0
Measure A - Capital Replacement Fund	0	0	0
Prop. 1B Capital Assistance Fund	4,423,525	4,442,900	1,616,851
State Transit Assistance (TDA)	0	0	(405,549)
Federal Capital Assistance	0	0	0
Total Capital Revenue	\$4,473,322	\$4,472,900	\$1,211,302
CAPITAL PROJECTS			
Haley/Calle Real/Fixed Facilities	\$30,690	\$291,250	\$84,616
Intelligent Transportation Systems	114,898	373,584	148,388
Management Information Systems	10,344	30,000	3,729
Passenger Facilities & Equipment	80,524	338,993	170,640
Service Vehicles	918	0	953
Buses	4,440,490	4,442,900	42,339
Buses - Radios/Fareboxes/Bike Racks	45,715	25,000	0
Revenue Vehicle Improvements	110,753	507,000	145,800
Shop Equipment	13,175	56,250	6,825
Office Furniture & Equipment	0	15,000	0
Total Capital Projects	\$4,847,507	\$6,079,977	\$603,290

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

BALANCE SHEET

March 31, 2014

ASSETS

CURRENT ASSETS

CASH & CASH ITEMS	14,481,325	
RECEIVABLES	1,114,275	
MATERIALS & SUPPLIES INVENTORY	1,059,701	
PREPAYMENTS	<u>238,827</u>	16,894,128

NON-CURRENT ASSETS

WORK IN PROCESS	399,422	
LAND	5,596,297	
FIXED FACILITIES	12,909,427	
BUSES	42,049,328	
NON-REVENUE VEHICLES	879,993	
SHOP EQUIPMENT	596,879	
OFFICE FIXTURES/EQUIPMENT	2,167,332	
BUS STOP EQUIPMENT	1,038,289	
EV RESEARCH & DEVELOPMENT	0	
ACCUMULATED DEPRECIATION	<u>33,495,883</u>	32,141,083

TOTAL ASSETS

\$49,035,211

LIABILITIES

CURRENT LIABILITIES

TRADE PAYABLES	448,468	
PAYROLL LIABILITIES	1,391,638	
OTHER CURRENT LIABILITIES	<u>2,599,322</u>	4,439,427

NON-CURRENT LIABILITIES

TDA DEFERRED CREDITS	<u>2,938,648</u>	2,938,648
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TOTAL LIABILITIES

\$7,378,075

CAPITAL

FEDERAL CAPITAL

FEDERAL GRANTS	<u>31,856,089</u>	31,856,089
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TDA & OTHER CAPITAL

TDA & OTHER CAPITAL	<u>12,296,937</u>	12,296,937
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TOTAL CAPITAL

\$44,153,027

YTD NET GAIN (LOSS)

(\$2,495,891)

TOTAL LIABILITIES & CAPITAL

\$49,035,211

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
REVENUE VARIANCE REPORT
For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
OPERATING REVENUE					
CASH FARES					
Regular Cash Fares	1,991,183	1,974,723	16,460	2,019,469	(28,286)
	<u>\$ 1,991,183</u>	<u>\$ 1,974,723</u>	<u>\$ 16,460</u>	<u>\$ 2,019,469</u>	<u>(\$ 28,286)</u>
TICKETS & TOKENS					
One Day Pass Fares	3,187	3,363	(177)	2,477	710
Adult Ten Ride Pass Fares	561,626	584,072	(22,446)	651,803	(90,177)
Youth Ten Ride Pass Fares	359,944	382,089	(22,145)	292,760	67,183
Senior Ten Ride Pass Fares	58,639	53,556	5,082	49,963	8,676
Mobility 10-Ride Pass Fares	25,100	28,838	(3,738)	26,275	(1,175)
Valley Express 10 Ride Pass Fares	0	0	0	0	0
Coastal Express Limited 10 Ride Pa	70,755	64,516	6,239	68,520	2,234
Regular Fares - Tokens	29,304	48,045	(18,741)	51,167	(21,863)
Adult 30 Days Passports	483,146	462,815	20,331	439,066	44,079
Youth 30 Days Passports	158,817	155,097	3,719	126,689	32,127
Senior 30 Days Passports	67,865	68,885	(1,020)	60,189	7,676
Mobility 30 Days Passports	95,494	96,519	(1,025)	88,210	7,284
Valley Express 30 Days Passports	0	0	0	0	0
Coastal Express Limited 30 Days Pa	32,674	23,861	8,813	22,676	9,997
	<u>\$ 1,946,548</u>	<u>\$ 1,971,656</u>	<u>(\$ 25,107)</u>	<u>\$ 1,879,795</u>	<u>\$ 66,753</u>
CONTRACT FARES					
Brooks Institute Contract Fares	4,743	4,200	543	9,639	(4,897)
UCSB Contract Fares	668,934	665,731	3,203	661,056	7,878
City Shuttle Contract Fares	765,664	734,018	31,646	768,446	(2,783)
Downtown City My Ride Program Co	32,124	33,368	(1,244)	33,263	(1,140)
SBCB Contract Revenue	617,097	622,337	(5,240)	616,373	724
CA Amtrak Contract Revenue	0	0	0	10	(10)
Special Event Fares	77,294	41,250	36,044	5,877	71,418
	<u>\$ 2,165,855</u>	<u>\$ 2,100,903</u>	<u>\$ 64,952</u>	<u>\$ 2,094,664</u>	<u>\$ 71,192</u>
OPERATING REVENUE SUBTOTAL	<u>\$ 6,103,587</u>	<u>\$ 6,047,282</u>	<u>\$ 56,305</u>	<u>\$ 5,993,928</u>	<u>\$ 109,659</u>
NON OPERATING REVENUE					
NON TRANSPORTATION REVENUE					
Advertising On Buses	351,869	356,250	(4,381)	361,474	(9,605)
Interest On Investments	44,637	41,250	3,387	49,634	(4,997)
Gain/(Loss) on Assets Sales	68,264	48,750	19,514	0	68,264
Miscellaneous Revenue	11,799	7,500	4,299	11,522	277
Overpass Property Revenue	136,376	136,586	(211)	134,640	1,735
Prop 1B-OSH	0	0	0	0	0
Prop 1B-PTMISEA	0	0	0	0	0
Property Tax Revenue	554,005	482,500	71,505	546,747	7,258
	<u>\$ 1,166,950</u>	<u>\$ 1,072,836</u>	<u>\$ 94,114</u>	<u>\$ 1,104,017</u>	<u>\$ 62,933</u>
SALES TAX REVENUE					
SB325 Local Transportation Fund	5,580,448	5,622,999	(42,551)	5,554,095	26,353
Measure A, Section 3 LSTI	1,431,936	1,358,904	73,032	1,357,108	74,828
Local Operating Assistance	76,605	44,393	32,212	69,143	7,462
	<u>\$ 7,088,988</u>	<u>\$ 7,026,295</u>	<u>\$ 62,693</u>	<u>\$ 6,980,346</u>	<u>\$ 108,643</u>
FEDERAL ASSISTANCE					
FTA - Operating Assistance	0	0	0	0	0
FTA CMAQ Operating Assistance	0	0	0	28,928	(28,928)
	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 28,928</u>	<u>(\$ 28,928)</u>
NON OPERATING REVENUE	<u>\$ 8,255,938</u>	<u>\$ 8,099,132</u>	<u>\$ 156,807</u>	<u>\$ 8,113,290</u>	<u>\$ 142,648</u>
GRAND TOTALS	<u>\$ 14,359,525</u>	<u>\$ 14,146,414</u>	<u>\$ 213,111</u>	<u>\$ 14,107,218</u>	<u>\$ 252,307</u>

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
OPERATING EXPENDITURES
For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
ROUTE OPERATIONS					
DRIVERS	7,337,214	7,467,841	(130,626)	6,940,382	396,832
DISPATCH & SUPERVISION	389,387	397,447	(8,060)	393,165	(3,778)
HIRING & TRAINING	234,579	207,390	27,190	216,868	17,712
RISK & SAFETY	1,397,826	1,743,606	(345,779)	1,296,378	101,448
CONTRACTED TRANSPORTATION	468,198	468,201	(3)	430,803	37,395
SUBTOTAL	<u>\$ 9,827,206</u>	<u>\$ 10,284,484</u>	<u>(\$ 457,279)</u>	<u>\$ 9,277,596</u>	<u>\$ 549,609</u>
VEHICLE MAINTENANCE					
MECHANICS	814,003	826,534	(12,532)	743,340	70,662
CLEANERS & FUELERS	571,979	557,779	14,200	539,101	32,878
SHOP SUPERVISION	410,969	419,366	(8,397)	399,268	11,701
FUEL, LUBRICANTS AND TIRES	1,802,497	1,866,290	(63,793)	1,836,460	(33,963)
VEHICLE PARTS AND SUPPLIES	494,612	569,746	(75,134)	461,954	32,658
OUTSIDE VEHICLE MAINTENANCE	35,593	61,875	(26,282)	38,142	(2,549)
RISK AND SAFETY	(21,867)	45,919	(67,786)	98,126	(119,993)
SUBTOTAL	<u>\$ 4,107,786</u>	<u>\$ 4,347,509</u>	<u>(\$ 239,723)</u>	<u>\$ 4,116,392</u>	<u>(\$ 8,606)</u>
PASSENGER FACILITIES					
PASSENGER FACILITIES	458,483	429,159	29,323	397,881	60,601
TRANSIT DEVELOPMENT	247,744	263,048	(15,304)	218,751	28,993
PROMOTION & INFORMATION	99,413	217,260	(117,847)	193,988	(94,575)
FARE REVENUE COLLECTION	195,634	221,702	(26,068)	196,877	(1,243)
SUBTOTAL	<u>\$ 1,001,273</u>	<u>\$ 1,131,169</u>	<u>(\$ 129,896)</u>	<u>\$ 1,007,496</u>	<u>(\$ 6,223)</u>
GENERAL OVERHEAD					
FINANCE	427,040	432,028	(4,988)	356,598	70,442
PERSONNEL	79,655	79,102	553	76,518	3,138
OPERATING FACILITIES	198,408	203,828	(5,420)	194,971	3,438
DISTRICT ADMINISTRATION	1,063,233	1,064,976	(1,743)	1,018,982	44,251
UTILITIES	150,815	163,942	(13,127)	147,529	3,286
SUBTOTAL	<u>\$ 1,919,152</u>	<u>\$ 1,943,876</u>	<u>(\$ 24,725)</u>	<u>\$ 1,794,597</u>	<u>\$ 124,554</u>
TOTAL OPERATING COST	<u><u>\$ 16,855,416</u></u>	<u><u>\$ 17,707,039</u></u>	<u><u>(\$851,623)</u></u>	<u><u>\$ 16,196,082</u></u>	<u><u>\$ 659,334</u></u>

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

ROUTE OPERATIONS

For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
DRIVERS					
WAGES					
Scheduled	4,323,944	4,390,420	(66,475)	4,160,588	163,356
Scheduled OT	203,376	204,790	(1,414)	181,855	21,522
Unscheduled	149,733	138,686	11,047	100,314	49,420
Driver Light Duty	0	18,639	(18,639)	9,947	(9,947)
FRINGE BENEFITS					
FICA - Drivers	401,984	415,739	(13,755)	380,399	21,585
Pension - Drivers	622,799	635,918	(13,119)	613,331	9,468
Health Insurance - Drivers	919,219	888,688	30,532	792,312	126,907
Sick Pay - Drivers	102,439	99,445	2,994	95,089	7,349
Vacation - Drivers	352,798	364,010	(11,213)	318,919	33,879
Holiday Pay - Drivers	199,712	226,210	(26,498)	203,138	(3,427)
Other Pay - Drivers	11,982	30,000	(18,018)	30,054	(18,071)
Unemployment Insurance - Drivers	34,369	40,297	(5,928)	36,102	(1,733)
Uniforms - Drivers	14,859	15,000	(141)	18,335	(3,475)
	\$ 7,337,214	\$ 7,467,841	(\$ 130,626)	\$ 6,940,382	\$ 396,832
 DISPATCH & SUPERVISION					
WAGES					
Supervisors - Dispatch & Supervision	119,202	115,282	3,920	114,646	4,556
Staff - Dispatch & Supervision	123,263	117,626	5,638	115,504	7,760
FRINGE BENEFITS					
FICA - Dispatch & Supervision	21,215	22,381	(1,166)	21,623	(408)
Pension - Dispatch & Supervision	28,128	26,941	1,187	28,992	(864)
Health Insurance - Dispatch & Supervi	50,351	51,775	(1,423)	50,713	(362)
Sick Pay - Dispatch & Supervision	4,545	6,415	(1,870)	6,304	(1,759)
Vacation - Dispatch & Supervision	19,575	24,017	(4,441)	26,767	(7,192)
Holiday Pay - Dispatch & Supervision	11,415	13,578	(2,164)	11,892	(478)
Other Pay - Dispatch & Supervision	10,622	17,908	(7,286)	15,289	(4,667)
Unemployment Insurance - Dispatch &	1,071	1,525	(454)	1,435	(364)
	\$ 389,387	\$ 397,447	(\$ 8,060)	\$ 393,165	(\$ 3,778)
 HIRING & TRAINING					
WAGES					
Staff - Hiring & Training	26,957	26,819	138	25,551	1,406
Student Drivers	50,382	38,460	11,922	45,752	4,630
Existing Drivers/Supervisors Training	90,552	82,591	7,961	86,647	3,906
FRINGE BENEFITS					
FICA - Hiring & Training	9,905	11,992	(2,087)	8,835	1,070
Pension - Hiring & Training	9,986	7,778	2,209	9,944	43
Health Insurance - Hiring & Training	13,134	9,167	3,968	11,971	1,163
Sick Pay - Hiring & Training	4,315	1,318	2,998	1,879	2,436
Vacation - Hiring & Training	5,563	3,885	1,678	5,396	167
Holiday Pay - Hiring & Training	4,313	3,616	697	4,087	226
Other Pay - Hiring & Training	295	668	(373)	500	(205)
Unemployment Insurance - Hiring & Tr	357	546	(189)	460	(103)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

ROUTE OPERATIONS

For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
Medical/Driving Exams & DMV Fees (	16,339	17,250	(910)	9,655	6,685
Employment Ads	0	300	(300)	180	(180)
Training, Travel & Meetings (RO)	2,480	3,000	(520)	6,011	(3,532)
	<u>\$ 234,579</u>	<u>\$ 207,390</u>	<u>\$ 27,190</u>	<u>\$ 216,868</u>	<u>\$ 17,712</u>
RISK & SAFETY					
WAGES					
Staff - Risk & Safety	48,221	48,425	(205)	45,418	2,803
Supervisors - Risk & Safety	188,094	214,928	(26,834)	180,972	7,122
Driver Accident Pay	1,360	1,255	105	1,170	190
FRINGE BENEFITS					
FICA - Risk & Safety	20,115	23,086	(2,971)	19,476	639
Pension - Risk & Safety	25,909	29,271	(3,362)	26,332	(423)
Health Insurance - Risk & Safety	39,757	53,319	(13,562)	32,630	7,128
Sick Pay - Risk & Safety	9,010	3,808	5,201	3,397	5,613
Vacation - Risk & Safety	20,394	20,046	348	19,832	562
Holiday Pay - Risk & Safety	9,200	12,874	(3,674)	10,589	(1,389)
Other Pay - Risk & Safety	8,175	2,583	5,592	3,296	4,878
Unemployment Insurance - Risk & Saf	952	1,498	(546)	1,094	(142)
LIABILITY COSTS					
Liability - Professional Services	71,689	106,794	(35,105)	59,795	11,894
Liability Insurance	187,900	178,916	8,983	178,661	9,238
Liability CY Payouts	21,816	26,250	(4,434)	2,210	19,606
Liability CY Reserves	12,852	26,250	(13,398)	3,000	9,852
Liability PY Payouts	41,501	41,250	251	8,532	32,969
Change in PY Liability Reserves	(16,195)	(18,750)	2,555	(10,276)	(5,919)
WORKERS COMP COSTS					
WC Professional Services (RO)	133,866	151,526	(17,660)	167,775	(33,909)
WC Insurance (RO)	52,386	53,081	(696)	42,488	9,898
WC CY Incident Payouts (RO)	105,370	112,500	(7,130)	28,459	76,911
WC CY Incident Reserves (RO)	301,804	262,500	39,304	205,920	95,885
WC PY Incidents Payouts (RO)	165,900	187,500	(21,600)	187,579	(21,679)
Change In WC PY Incident Reserves (	(65,773)	187,500	(253,273)	65,998	(131,770)
Miscellaneous Risk & Safety	13,522	17,195	(3,673)	12,032	1,491
CONTRACTED TRANSPORTATION					
Paratransit Subsidy	468,198	468,201	(3)	430,803	37,395
	<u>\$ 1,866,024</u>	<u>\$ 2,211,807</u>	<u>(\$ 345,782)</u>	<u>\$ 1,727,181</u>	<u>\$ 138,843</u>
ROUTE OPERATIONS	<u>\$ 9,827,206</u>	<u>\$ 10,284,484</u>	<u>(\$ 457,279)</u>	<u>\$ 9,277,596</u>	<u>\$ 549,609</u>

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

VEHICLE MAINTENANCE

For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
MECHANICS					
WAGES					
Mechanics	504,097	513,974	(9,877)	460,170	43,927
Less Mechanics Labor for Capitalizati	(10,826)	(21,658)	10,832	(11,131)	306
Mechanics-Overtime	14,330	18,742	(4,412)	12,791	1,539
FRINGE BENEFITS					
FICA - Mechanics	45,012	47,201	(2,189)	41,071	3,941
Pension - Mechanics	62,674	62,510	165	58,048	4,627
Health Insurance - Mechanics	91,385	91,264	121	74,240	17,145
Sick Pay - Mechanics	12,114	14,364	(2,250)	14,847	(2,733)
Vacation - Mechanics	48,310	44,705	3,605	43,678	4,632
Holiday Pay - Mechanics	25,636	28,966	(3,330)	24,169	1,467
Other Pay - Mechanics	939	1,083	(144)	770	168
Unemployment Insurance - Mechanics	3,094	3,514	(420)	3,622	(528)
Uniforms - Mechanics	9,582	9,000	582	8,964	618
Tool Allowance - Mechanics	7,655	12,870	(5,215)	12,100	(4,445)
	<u>\$ 814,003</u>	<u>\$ 826,534</u>	(\$ 12,532)	<u>\$ 743,340</u>	<u>\$ 70,662</u>
 CLEANERS & FUELERS					
WAGES					
Service Workers - Cleaners & Fuelers	322,113	318,808	3,305	312,508	9,605
FRINGE BENEFITS					
FICA - Cleaners & Fuelers	27,972	27,218	755	26,541	1,431
Pension - Cleaners & Fuelers	53,041	51,767	1,274	51,780	1,262
Health Insurance - Cleaners & Fuelers	100,206	97,479	2,727	86,814	13,392
Sick Pay - Cleaners & Fuelers	6,660	6,740	(81)	10,119	(3,459)
Vacation - Cleaners & Fuelers	34,930	22,579	12,352	25,038	9,892
Holiday Pay - Cleaners & Fuelers	16,206	20,494	(4,288)	16,163	43
Other Pay - Cleaners & Fuelers	343	1,408	(1,065)	1,430	(1,087)
Unemployment Insurance - Cleaners	2,856	3,541	(685)	3,094	(238)
Uniforms - Cleaners & Fuelers	4,934	5,324	(389)	4,527	407
Medical Exams/DMV Fees (VM)	2,718	2,422	296	1,088	1,630
	<u>\$ 571,979</u>	<u>\$ 557,779</u>	\$ 14,200	<u>\$ 539,101</u>	<u>\$ 32,878</u>
 SHOP SUPERVISION					
WAGES					
Staff - Maintenance Supervision	234,436	251,681	(17,244)	239,728	(5,292)
FRINGE BENEFITS					
FICA - Supervision Vehicle Mainten	21,397	21,954	(557)	21,190	207
Pension - Supervision Vehicle Maint	28,018	28,698	(680)	27,736	282
Health Insurance - Supervision/Vehicl	76,420	72,567	3,853	71,167	5,253
Sick Pay - Supervision Vehicle Mainte	9,714	3,006	6,708	4,540	5,173
Vacation - Supervision Vehicle Mainte	21,304	18,479	2,825	19,195	2,109
Holiday Pay - Supervision Vehicle Mai	12,782	13,064	(282)	12,513	269
Other Pay - Supervision & Vehicle Mai	1,922	2,177	(256)	1,348	574
Unemployment Insurance - Supervisio	1,190	1,365	(175)	1,295	(105)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

VEHICLE MAINTENANCE

For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
Training, Travel & Meetings (VM)	3,787	6,375	(2,588)	556	3,232
FUEL, LUBRICANTS AND TIRES					
Bus Tire Mounting	6,313	7,500	(1,187)	6,256	57
Fuel and Lubes - Buses	1,629,180	1,683,461	(54,281)	1,694,101	(64,921)
Electric Bus Power	59,840	61,200	(1,360)	29,118	30,722
Lease Cost - Tires Buses	107,164	114,130	(6,965)	106,986	179
VEHICLE PARTS AND SUPPLIES					
Vehicle Parts - Buses	444,367	502,246	(57,879)	398,389	45,978
Shop Supplies	39,532	45,000	(5,468)	47,575	(8,043)
Bus Cleaning Supplies	7,930	13,500	(5,570)	7,510	421
Hazmat Disposal/Tank Tests	2,783	9,000	(6,217)	8,481	(5,698)
OUTSIDE VEHICLE MAINTENANCE					
Vendor Vandalism Repairs	17,617	33,750	(16,133)	27,407	(9,790)
Vendor Accident Repairs	536	5,625	(5,089)	77	460
Less Monies Collected/Accident Colle	(7,393)	(3,750)	(3,643)	(4,605)	(2,788)
Vendor Bus Repairs	24,832	26,250	(1,417)	15,263	9,569
RISK AND SAFETY					
WC Professional Services (VM)	3,497	5,625	(2,128)	6,097	(2,600)
WC Insurance (VM)	2,757	2,794	(37)	2,400	356
WC CY Payouts (VM)	1,992	7,500	(5,508)	10,762	(8,770)
WC CY Incident Reserves (VM)	0	30,000	(30,000)	51,738	(51,738)
WC PY Incidents Payouts (VM)	4,415	15,000	(10,585)	32,682	(28,267)
Change in WC PY Incident Reserves (	(34,528)	(15,000)	(19,528)	(5,554)	(28,974)
	<u>\$ 2,721,804</u>	<u>\$ 2,963,196</u>	<u>(\$ 241,392)</u>	<u>\$ 2,833,951</u>	<u>(\$ 112,147)</u>
VEHICLE MAINTENANCE	<u>\$ 4,107,786</u>	<u>\$ 4,347,509</u>	<u>(\$ 239,723)</u>	<u>\$ 4,116,392</u>	<u>(\$ 8,606)</u>

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

PASSENGER FACILITIES

For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
PASSENGER FACILITIES					
WAGES					
Supervisors - Passengers Facilities	135,067	133,104	1,963	132,343	2,724
TC Advisors	79,433	73,898	5,534	64,512	14,920
Staff - Passenger Facilities (Bus Stop	31,487	28,155	3,332	30,645	842
FRINGE BENEFITS					
FICA - Passenger Facilities	21,992	20,150	1,842	19,115	2,877
Pension - Passenger Facilities	20,257	19,256	1,001	18,700	1,557
Health Insurance - Passenger Facilitie	81,699	71,030	10,668	55,140	26,559
Sick Pay - Passenger Facilities	3,916	3,052	864	3,423	493
Vacation - Passenger Facilities	16,834	13,177	3,657	14,632	2,202
Holiday Pay - Passenger Facilities	11,820	12,423	(603)	9,436	2,384
Other Pay - Passenger Facilities	1,464	1,661	(197)	2,729	(1,266)
Unemployment Insurance - Passenger	1,910	2,172	(263)	2,040	(130)
BUILDINGS AND GROUNDS					
Property Insurance (PF)	1,347	1,117	230	1,053	294
Contract Maint-PF	38,177	35,790	2,387	33,039	5,138
B&G Repairs & Supplies (PF)	3,880	7,500	(3,620)	6,901	(3,021)
Bus Stop Repairs & Supplies	9,201	6,675	2,526	4,172	5,029
	<u>\$ 458,483</u>	<u>\$ 429,159</u>	<u>\$ 29,323</u>	<u>\$ 397,881</u>	<u>\$ 60,601</u>
TRANSIT DEVELOPMENT					
WAGES					
Staff - Transit Development	161,153	156,555	4,598	117,584	43,569
FRINGE BENEFITS					
FICA - Transit Development	13,850	13,633	217	12,254	1,596
Pension - Transit Development	16,714	17,820	(1,106)	15,130	1,585
Health Insurance - Transit Developme	30,531	31,460	(929)	28,906	1,624
Sick Pay - Transit Development	2,676	4,170	(1,494)	13,029	(10,353)
Vacation - Transit Development	8,844	10,150	(1,306)	23,678	(14,834)
Holiday Pay - Transit Development	8,227	8,842	(614)	5,806	2,421
Other Pay - Transit Development	1,730	2,210	(480)	1,371	359
Unemployment Insurance - Transit De	785	959	(174)	838	(52)
SERVICE PLANNING					
Planning Studies & Surveys	835	13,500	(12,665)	0	835
Training, Travel & Meetings (TD)	2,399	3,750	(1,351)	156	2,242
	<u>\$ 247,744</u>	<u>\$ 263,048</u>	<u>(\$ 15,304)</u>	<u>\$ 218,751</u>	<u>\$ 28,993</u>
PROMOTION & INFORMATION					
WAGES					
Staff - Promotion & Information	31,049	73,821	(42,772)	67,828	(36,779)
FRINGE BENEFITS					
FICA - Promotion & Information	2,753	6,206	(3,453)	5,983	(3,230)
Pension - Promotion & Information	3,598	8,112	(4,514)	7,859	(4,261)
Health Insurance - Promotion & Inform	4,624	11,176	(6,552)	10,229	(5,605)
Sick Pay - Promotion & Information	465	958	(493)	1,683	(1,218)
Vacation - Promotion & Information	2,049	3,864	(1,815)	4,880	(2,830)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

PASSENGER FACILITIES

For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
Holiday Pay - Promotion & Information	1,598	3,100	(1,501)	3,607	(2,009)
Other Pay - Promotion & Information	823	646	177	681	141
Unemployment Insurance - Promotion	155	382	(227)	427	(273)
PROMOTIONS					
Media Ad Placement (MA)	2,852	3,750	(898)	2,783	69
Brochures & Publications (BP)	577	5,625	(5,048)	940	(364)
Promotional Giveaways (PG)	1,040	3,750	(2,710)	4,227	(3,187)
Bus/Shuttle Decorations (BD)	0	1,875	(1,875)	13	(13)
Training, Travel & Meetings (PI)	(109)	750	(859)	573	(682)
INFORMATION					
Other Promotions (OP)	4,563	3,750	813	911	3,652
Route Schedules & Information (RI)	43,376	89,496	(46,120)	81,364	(37,988)
	<u>\$ 99,413</u>	<u>\$ 217,260</u>	<u>(\$ 117,847)</u>	<u>\$ 193,988</u>	<u>(\$ 94,575)</u>
FARE REVENUE COLLECTION					
WAGES					
Staff - Fare Revenue Collection	78,269	71,589	6,680	65,976	12,293
FRINGE BENEFITS					
FICA - Fare Revenue & Collection	6,821	6,419	402	6,385	436
Pension - Fare Revenue Collection	8,294	8,390	(97)	7,819	475
Health Insurance - Fare Revenue Coll	36,758	34,325	2,433	27,992	8,766
Sick Pay - Fare Revenue Collection	1,530	2,290	(760)	3,959	(2,429)
Vacation - Fare Revenue & Collection	5,511	5,408	102	9,565	(4,054)
Holiday Pay - Fare Revenue Collectio	3,740	3,695	45	3,450	290
Other Pay - Fare Revenue Collection	1,847	1,540	307	1,413	434
Unemployment Insurance - Fare Reve	476	546	(70)	603	(127)
Tickets and Transfers	12,164	20,000	(7,836)	23,561	(11,397)
Farebox-TVM-Change Machine Parts	32,485	30,000	2,485	10,875	21,610
Fare Processing	7,739	37,500	(29,761)	35,279	(27,540)
	<u>\$ 195,634</u>	<u>\$ 221,702</u>	<u>(\$ 26,068)</u>	<u>\$ 196,877</u>	<u>(\$ 1,243)</u>
PASSENGER FACILITIES	<u>\$ 1,001,273</u>	<u>\$ 1,131,169</u>	<u>(\$ 129,896)</u>	<u>\$ 1,007,496</u>	<u>(\$ 6,223)</u>

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

GENERAL OVERHEAD

For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
FINANCE					
WAGES					
Staff - Accounting	271,826	269,950	1,876	214,317	57,509
FRINGE BENEFITS					
FICA - Accounting	22,955	23,809	(854)	18,654	4,302
Pension - Accounting	29,932	31,123	(1,191)	25,856	4,076
Health Insurance - Accounting	60,657	62,253	(1,596)	50,604	10,052
Sick Pay - Accounting	3,132	4,847	(1,715)	7,554	(4,422)
Vacation - Accounting	21,655	23,177	(1,522)	23,735	(2,080)
Holiday Pay - Accounting	13,590	13,012	578	11,357	2,233
Other Pay - Accounting	1,963	2,410	(447)	3,356	(1,393)
Unemployment Insurance - Accountin	1,331	1,447	(117)	1,165	165
	<u>\$ 427,040</u>	<u>\$ 432,028</u>	<u>(\$ 4,988)</u>	<u>\$ 356,598</u>	<u>\$ 70,442</u>
PERSONNEL					
WAGES					
Staff - Personnel	48,221	48,791	(570)	47,147	1,074
FRINGE BENEFITS					
FICA - Personnel	4,461	4,158	303	4,223	238
Pension - Personnel	6,130	5,435	694	5,607	523
Health Insurance - Personnel	11,742	12,145	(402)	10,862	880
Sick Pay - Personnel	957	845	112	974	(17)
Vacation - Personnel	4,983	4,110	872	4,492	491
Holiday Pay - Personnel	2,482	2,508	(26)	2,431	51
Other Pay - Personnel	442	836	(395)	524	(82)
Unemployment Insurance - Personnel	238	273	(35)	259	(21)
UTILITIES					
Telephone & Data Communication	27,155	36,000	(8,845)	31,979	(4,824)
Power, Water, and Trash	112,603	112,500	103	106,137	6,466
Two-Way Radios	11,057	15,442	(4,385)	9,413	1,644
	<u>\$ 230,471</u>	<u>\$ 243,044</u>	<u>(\$ 12,574)</u>	<u>\$ 224,047</u>	<u>\$ 6,424</u>
OPERATING FACILITIES					
WAGES					
Staff - Operations/Facilities	35,957	37,488	(1,531)	32,838	3,119
FRINGE BENEFITS					
FICA - Operating Facilities	3,126	3,015	111	2,882	244
Pension - Operating Facilities & Equip	3,935	3,941	(6)	3,814	121
Health Insurance - Operating Facilities	6,146	6,694	(548)	5,624	523
Sick Pay - Operating Facilities & Equip	600	572	28	696	(96)
Vacation - Operating Facilities & Equip	3,000	2,250	750	2,880	120
Holiday Pay - Operating Facilities & E	1,771	1,800	(29)	1,728	43
Other Pay - Operating Facilities & Equi	0	150	(150)	0	0
Unemployment Insurance - Operating	238	273	(35)	259	(21)
SERVICE VEHICLES					
Service Vehicle Parts & Repairs	8,959	12,000	(3,041)	10,669	(1,710)

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

GENERAL OVERHEAD

For the 9 Months Ending March 31, 2014

	<u>ACTUAL</u>	<u>BUDGET</u>	<u>VAR (\$)</u>	<u>PRIOR</u>	<u>VAR (\$)</u>
Fuel - Services Vehicles	41,767	45,000	(3,233)	44,932	(3,165)
BUILDINGS & GROUNDS					
Property Insurance (OF)	12,125	10,049	2,076	9,476	2,649
Contract Maint-OF	55,160	54,345	815	54,385	775
B&G Repairs & Supplies-(OF)	25,625	26,250	(625)	24,788	837
	<u>\$ 198,408</u>	<u>\$ 203,828</u>	<u>(\$ 5,420)</u>	<u>\$ 194,971</u>	<u>\$ 3,438</u>
DISTRICT ADMINISTRATION					
WAGES					
Staff - District Administration	320,640	308,906	11,734	306,772	13,868
Bus Ad Revenue Placement	6,102	6,334	(233)	4,825	1,277
FRINGE BENEFITS					
FICA - District Administration	26,737	27,889	(1,152)	25,580	1,157
Pension - District Administration	39,129	36,456	2,673	36,338	2,791
Health Insurance - District Administrati	74,433	70,779	3,654	57,021	17,412
Health Insurance - Retiree & Cobra	42,416	62,308	(19,891)	53,599	(11,183)
Sick Pay - District Administration	8,563	3,765	4,798	2,791	5,772
Vacation - District Administration	31,084	27,530	3,553	31,541	(457)
Holiday Pay - District Administration	17,615	19,544	(1,928)	14,829	2,786
Other Pay - District Administration	7,681	4,885	2,796	3,940	3,741
Unemployment - District Administratio	1,558	1,484	73	1,507	50
ADMINISTRATIVE SERVICES					
Public Official Insurance	20,109	20,779	(670)	17,171	2,937
Legal Counsel	100,295	105,000	(4,705)	131,192	(30,897)
Pension Administration	6,223	11,250	(5,028)	8,125	(1,903)
Audit - Public Costs	70,200	74,000	(3,800)	42,000	28,200
Directors Fees	7,980	9,450	(1,470)	8,160	(180)
Office Machines Repair & Maintenanc	97,245	90,711	6,534	78,494	18,751
Miscellaneous Services	36,720	48,074	(11,354)	70,943	(34,223)
MISCELLANEOUS EXPENSES					
Training, Conferences & Meetings	7,260	3,750	3,510	4,072	3,188
Bus Ad Revenue Program (BA)	106	1,125	(1,019)	0	106
Mandated Fees and Permits	26,980	28,913	(1,932)	22,631	4,349
Overpass Site Service	8,680	5,625	3,055	0	8,680
Office & Computer Supplies	32,752	33,750	(998)	32,068	684
Dues & Subscriptions	32,349	28,500	3,849	30,871	1,478
Employee Relations	15,168	14,568	600	13,049	2,118
Miscellaneous Expenses	25,211	19,602	5,609	21,462	3,749
	<u>\$ 1,063,233</u>	<u>\$ 1,064,976</u>	<u>(\$ 1,743)</u>	<u>\$ 1,018,982</u>	<u>\$ 44,251</u>
GENERAL OVERHEAD	<u>\$ 1,919,152</u>	<u>\$ 1,943,876</u>	<u>(\$ 24,725)</u>	<u>\$ 1,794,597</u>	<u>\$ 124,554</u>

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

ASSET ACQUISITION REPORT

For the 9 Months Ending March 31, 2014

	BEGINNING BALANCE	ENDING BALANCE	CURRENT YEAR ACQUISITION
WORK IN PROCESS			
WIP - Haley/Salsipuedes Canopy	0	1,079	1,079
WIP - Back-up Generator	0	0	0
WIP - Bus Refurbishing	8,249	8,249	0
WIP - AVL	0	114,898	114,898
WIP - Ticket Vending Machines	0	0	0
WIP - Radio Systems	0	0	0
WIP - Buses	5	1,880	1,875
WIP - Calle Real Development	0	0	0
WIP - Electric Vehicle Projects	38,000	38,000	0
WIP - Lithiumion	72,081	85,222	13,141
WIP - SuperStop	57,565	76,258	18,693
WIP - ITS Projects	69,954	69,954	0
WIP - TC Village	0	3,882	3,882
	<u>\$ 245,854</u>	<u>\$ 399,422</u>	<u>\$ 153,569</u>
LAND			
Cota Street Land	3,518,444	3,518,444	0
Chapala Street Land	426,986	426,986	0
Overpass RD. Land	281,435	281,435	0
Calle Real Land	1,369,431	1,369,431	0
	<u>\$ 5,596,297</u>	<u>\$ 5,596,297</u>	<u>\$ 0</u>
FIXED FACILITIES			
Terminal One Fixed Facilities	10,535,638	10,542,269	6,631
TC Fixed Facilities	621,491	641,971	20,480
Overpass Fixed Facilities	1,722,687	1,725,187	2,500
	<u>\$ 12,879,815</u>	<u>\$ 12,909,427</u>	<u>\$ 29,611</u>
BUSES			
Buses	33,203,808	37,642,423	4,438,615
Bus Equip-Radios/Fareboxes/Bikeracks	2,271,246	2,316,962	45,715
Bus Equip-Drivetrains/Trailer	1,125,528	1,222,513	96,985
Bus Equip-Electric Vehicles	152,028	152,028	0
Bus-Chargin Equipment	692,943	693,570	627
Buses-Refurbishing	21,833	21,833	0
	<u>\$ 37,467,385</u>	<u>\$ 42,049,328</u>	<u>\$ 4,581,942</u>
NON-REVENUE VEHICLES			
Service Vehicles	879,075	879,993	918
	<u>\$ 879,075</u>	<u>\$ 879,993</u>	<u>\$ 918</u>
SHOP EQUIPMENT			
Shop Equipment	583,704	596,879	13,175
	<u>\$ 583,704</u>	<u>\$ 596,879</u>	<u>\$ 13,175</u>
OFFICE FIXTURES/EQUIPMENT			
Office Furniture & Equipment	920,532	920,532	0
Office Business Machines	776,081	786,425	10,344
Fare Revenue Equipment & Miscellane	460,374	460,374	0
	<u>\$ 2,156,988</u>	<u>\$ 2,167,332</u>	<u>\$ 10,344</u>
BUS STOP EQUIPMENT			
Bus Stop Equip-Signs & Poles & Securi	148,507	148,507	0
Bus Stop Equip-Benches/Trash Recept	170,945	170,945	0
Bus Stop Equip-Shelters	660,889	718,837	57,949
	<u>\$ 980,340</u>	<u>\$ 1,038,289</u>	<u>\$ 57,949</u>
EV RESEARCH & DEVELOPMENT			
EV Research & Development	0	0	0
	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
GRAND TOTAL	<u>\$ 60,789,459</u>	<u>\$ 65,636,966</u>	<u>\$ 4,847,507</u>



BOARD OF DIRECTORS REPORT

MEETING DATE: MAY 13, 2014 **AGENDA ITEM #:** 9

TYPE: ACTION

PREPARED BY: BRAD DAVIS

Signature

REVIEWED BY: GENERAL MANAGER

Signature

SUBJECT: Transit Technical Services Contract Award Recommendation

RECOMMENDATION:

Based upon the discussion that follows, staff recommends that the board award a contract to Vaquero Systems for transit technical consulting services for a three-year period for a not-to-exceed amount of \$150,000.

DISCUSSION:

Return Agenda Item

At the April 29, 2014, board meeting, the board tabled the contract award recommendation agenda item based on the need for additional information. The board directed staff to bring the item back for reconsideration at today's board and to include as part of the board report:

- The project contract approved by MTD legal counsel
- The qualifications of the recommended awardee, Vaquero Systems

The above items are included as an attachment to this staff report along with the original transit technical services contract award recommendation board report from April 29.

Please note that the Statement of Qualifications Proposal submitted by Vaquero Systems is Exhibit C to the Master Agreement. Highlights of the qualifications and experience of Vaquero Systems personnel include:

- Successfully completed over \$3,300,000 in transportation-related sponsored projects at California Polytechnic State University, San Luis Obispo
- Access to consultants with expertise in alternative fuel and battery-powered vehicles, and solar energy production through the Cal Poly Electrical Engineering Department
- Strong experience in on-board transit systems, schedule adherence determination, systems integration, as well as software, system, and electrical engineering
- Development of Mobile On-Time Performance System (MOPS) for MTD
- Project management for the advanced public transportation systems for Cal Poly Pomona's Bronco Express shuttle program

- Project management of ongoing California Department of Transportation project *Efficient Deployment of Advanced Public Transportation Systems (EDAPTS): A Demonstration and model for Local Capacity Building in San Luis Obispo County*
- Principle Investigation for California Air Resources Board project *Development of Modeling Tools for Microscale Emissions Modeling*
- Jeff Gerfen:
 - M.S. Electronic and Electrical Engineering & B.S. Computer Engineering
 - Lecturer at Cal Poly SLO including Intelligent Transportation Systems course
- Neil Hockaday:
 - Research Assistant & Systems Analyst at Cal Poly SLO, College of Engineering

Attachments:

1. *Recommend Contract Award for Transit Technical Consulting Services* board report dated April 29, 2014.
2. *Master Agreement with Vaquero Systems for Transit Technical Services*, which includes the vendor qualifications as Exhibit C to the agreement.

BOARD OF DIRECTORS REPORT

MEETING DATE: APRIL 24, 2014

AGENDA ITEM #: 9

TYPE: ACTION

PREPARED BY: JERRY ESTRADA

Signature

REVIEWED BY: GENERAL MANAGER

GM Signature

SUBJECT: RECOMMEND CONTRACT AWARD FOR TRANSIT TECHNICAL CONSULTING SERVICES

RECOMMENDATION:

Based upon the discussion that follows, staff recommends that a contract be awarded to Vaquero Systems for on-call transit technical consulting services for a three-year period for an estimated total amount of \$150,000.

DISCUSSION

Request for Qualifications—The Request for Qualifications was publicly noticed on December 4, 2013, in the Santa Barbara News-Press and in the December 16th issue of Passenger Transport. It required submitters to provide detailed résumés for individuals proposed to work on MTD projects during the contract term. Four probable projects were included in the scope of work and were the basis for submitters to identify the personnel for whom they provided qualifications. The projects included were as follows:

A. Automated Vehicle Location System—MTD is currently conducting a solicitation for the acquisition and installation of an Automated Vehicle Location (AVL) system. The Transit Technical Service contractor will likely be assigned the role of project implementation manager and be MTD's liaison with the firm hired to provide the AVL system. The AVL system will result in a turnkey system that shall provide the following five primary ITS enhancements:

- Automatic Vehicle Location
- Time of Arrival Information
- Route & Schedule Adherence
- Onboard Video Surveillance
- Yard Wireless Network

B. Smartcard Fare Collection—MTD is interested in working with local entities such as the University of California Santa Barbara (UCSB) and Santa Barbara Community College (SBCC) to implement bus pass technology that

will be inter-operable with MTD's GFI Odyssey Fare Revenue Collection system and student identification products administered by UCSB and SBCC.

- C. Photovoltaic System—MTD desires to implement a photovoltaic system at Olive Terminal to generate electricity for either onsite usage or sale to a public utility. Such a system would make use of its large flat roof areas for solar panels. The most likely roof areas include the bus canopy adjacent to the shop and the bus charging canopy structure in the southeast corner of the facility.
- D. Battery-Electric Vehicle Program— MTD's Battery-Electric Vehicle program was introduced in the late 1980's with the introduction of two 22' lead-acid battery-electric shuttles. The program has expanded to a current size of 19 shuttles powered by a mix of battery types including lead-acid, NiCad and Lithium ION. The Transit Technical Consultant will be required to provide the following services:
- Research & Assessment (Transit & Battery Industry)
 - Procurement (Buses, Batteries, Chargers)
 - Reporting (Board & Technical reports)
 - Program Evaluation
 - Grant Applications

A non-mandatory pre-submittal conference was attended by one firm and three addenda were issued to answer questions and clarify and modify the RFQ. Qualifications and other required forms were submitted by the January 14, 2014, due date by two firms.

Qualifications Evaluation—The first step in the evaluation process was to determine if the submittals were responsive to the requirements of the RFQ. Both proposals were so determined. Next, the proposals were evaluated in order to determine the "most highly qualified" firm without consideration of price. A committee consisting of two MTD staff members—Brad Davis and I—reviewed the qualifications. Separately, each committee member evaluated the submittals with regard to the evaluation criteria identified in the RFQ and listed as follows in relative order of importance:

- Demonstrated successful experience performing projects similar to those in the Scope of Work.
- Experience and technical expertise of personnel proposed to work on anticipated MTD projects.
- Familiarity with federal and State of California funded projects and associated requirements.

The evaluation committee met to discuss the evaluations in order to come up with a consensus score for each firm. This resulted in the following numeric score based on a maximum of 15 points.

Submitter Name	Score
Vaquero Systems	12.0
Transportation Consultants Unlimited	8.5

Responsibility Determination—Vaquero Systems was found to be responsible in that it was determined to have the financial and technical capacity to undertake the project. Work and credit references were checked as part of this process. Additionally, it was verified that Vaquero System was not listed in the federal excluded parties list nor were there any complaints with the Better Business Bureau.

Price Evaluation—As the most highly qualified firm, Vaquero Systems, located in San Luis Obispo, was notified to submit its price proposal to be composed of its hourly consulting rates and pricing for additional items or services that may be required during contract performance (e.g., third-party consulting services, duplication, printing, mileage, etc.). Vaquero responded with the following price schedule:

- An hourly rate of \$125 for Jeff Gerfen and Neil Hockaday, the two partners making up the firm;
- Outsides services at cost with no markup;
- No mileage or labor charge for travel to and from MTD, and;
- No change in rates over the three-year contract period.

The services to be provided by Vaquero Systems will vary from project management to computer and electrical engineering design, analysis, and implementation. Based upon experience with other consultants with similar professional credentials and experience, staff believes the labor rate to be fair and reasonable. Some examples of recent consulting and professional fees paid by MTD include:

Electrical Engineering (present)	\$140
AVL Project Management (2013)	\$187
Electrical Engineering (2012)	\$150
Proposal Evaluation Consultant (2011)	\$160

Regarding Vaquero’s other fees, it is evident from the lack of charges or markups that these are fair and reasonable. In conclusion, the evaluation committee finds that Vaquero Systems has the requisite qualifications to provide MTD with the needed transit technical consulting services and that its billable rates are fair and reasonable.

Santa Barbara Metropolitan Transit District
Transit Technical Services

MASTER AGREEMENT with Vaquero Systems

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and Vaquero Systems, a California general partnership ("Contractor"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

WHEREAS:

A. MTD desires to engage Contractor for public transit technical services for consultation, project management and implementation and research relating to various MTD projects & programs including but not limited to automated vehicle location, smartcard fare collection, photovoltaic systems, and MTD's battery-electric vehicle program. (the "Project");

B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;

C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
2. FTA Provisions. The Project is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions for Federal Fiscal Year 13/14* which is attached hereto as Exhibit A and incorporated herein by this reference.
3. Public Works Provisions. Not applicable to this agreement.
4. Scope of Work. MTD has heretofore issued on December 3, 2013 the scope of work contained in Request for Qualifications for Transit Technical Services, a true copy of which is attached hereto as Exhibit B and incorporated herein by this reference.
5. Qualifications & Price Proposals. Contractor has heretofore submitted on January 13, 2014, a qualifications proposal and on March 31, 2014, a Price Proposal Form stating the labor rates and additional expenses for carrying out the project, true copies of which are attached hereto as Exhibit C and Exhibit D, respectively, and incorporated herein by these references.
6. Order of Control. Contractor shall carry out the Project described in Exhibit B to this Agreement for the price quoted in Exhibit D. All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit A, Exhibit B, Exhibit D, and Exhibit C.
7. Contract Price & Period. Contractor shall carry out the Project for the labor rates and additional expenses stated in Exhibit D for a three-year period commencing with the effective date of this Master Agreement with a not-to-exceed amount of one hundred fifty thousand dollars (\$150,000.00).
8. Payment. Contractor shall submit invoices to MTD for each calendar month for which services are rendered under this Agreement. Such invoices shall be provided within ten (10) days following the end of the calendar month. Payment from MTD shall be made to Contractor no later than thirty (30) days of receipt of a valid invoice, which shall be sent to: Santa Barbara MTD, Attn: Brad Davis, 550 Olive Street, Santa Barbara, CA 93101.

9. Taxes. MTD is exempt from the payment of Federal Excise and Transportation taxes. MTD is subject to applicable California Sales Tax for Santa Barbara County
10. Project Schedule. To be determined for each specific project.
11. Delivery & Freight. Unless specified otherwise in the scope of work, any item provided under this Agreement shall be delivered FOB Santa Barbara to 550 Olive Street, Santa Barbara, CA 93101.
12. Title & Risk of Loss. Not applicable to this Agreement.
13. Damages. All losses or damages arising from any unforeseen circumstances, either natural or artificial, which may be encountered by the Contractor during the performance of the Project under this Agreement shall be sustained solely by the Contractor. This provision shall also apply to losses or damages resulting from any act or omission not authorized by this Agreement on the part of the Contractor or any agent or person employed by the Contractor.
14. Defective, Damaged or Noncompliant Work. Not applicable to this Agreement.
15. Acceptance. Deliverables to be furnished by the Contractor to MTD pursuant to this Agreement may be subject to acceptance by MTD. If so, MTD shall inspect such deliverables to determine acceptability no later than ten (10) calendar days after said deliverables are received. Acceptance shall occur when it is determined by MTD that deliverables provided are in compliance with the terms of this agreement.
16. Warranty. Not applicable to this Agreement.
17. Changes. Any changes or modifications to this Agreement must be in writing, and agreed to by both parties.
18. Insurance.
- a. Contractor's Insurance Representations to MTD.
 - i. It is expressly understood and agreed that the insurance coverages required herein:
 - A. represent MTD's minimum requirements and are not to be construed to void or limit Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Contractor should or should not maintain for its own protection; and
 - B. are being, or have been, obtained by Contractor in support of Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance of Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.
 - ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Contractor shall fail to remedy such breach within five (5) business days after written notice by MTD, Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Contractor by MTD. In the event of any failure to Contractor to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Contractor, purchase such insurance, at Contractor's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
 - b. Conditions Affecting All Insurance Required Herein.
 - i. Cost of Insurance. All insurance coverage shall be provided at Contractor's sole expense.
 - ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.
 - iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.

- iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Contractor Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.
 - v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
 - vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Contractor to comply with such written notification requirements.
 - vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.
 - viii. Waiver of Subrogation. All insurance coverage carried by Contractor required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Contractor waives all rights of action against MTD for such loss.
 - ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.
 - x. Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.
 - xi. Claims Against Aggregate. MTD must be notified in writing by Contractor at MTD's address set forth herein immediately upon knowledge of possible claims against Contractor that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.
- c. Commercial General Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
 - ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.
 - iii. Amount of Insurance. Coverage shall be provided with limits of not less than:

A. Each Occurrence Limit	\$1,000,000
B. General Aggregate Limit	\$2,000,000
C. Product-Completed Operations Aggregate Limit	\$2,000,000
D. Personal and Advertising Injury Limits	\$1,000,000
E. Fire Damage (any one fire)	\$50,000
F. Medical Expense (any one person)	\$5,000
 - iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.

- D. Primary Liability, as required in 18(b)(ix), above.
- E. Waiver of Subrogation, as required in 18(b)(viii), above.
- F. Continuing Commercial General Liability Insurance: Contractor shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD of the last bus built pursuant to this Agreement.

d. Auto Liability Insurance. All partners of the Contractor certify that they have their own individual automobile policies in compliance with the coverages set forth in paragraphs iii and iv below.

- i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
- ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
- iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.
- iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Waiver of Subrogation, as required in 18(b)(viii), above.

e. Workers' Compensation/Employer's Liability Insurance. Contractor certifies that it does not presently have any employees and agrees to provide the Workers' Compensation/Employee Liability Insurance meeting these requirements in the event that Contractor hires or uses any employees or independent contractors in the performance of its obligations under this Agreement.

- i. Coverage. Such insurance shall cover liability arising out of Contractor's employment of workers and anyone for whom Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
- ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:
 - A. Workers' Compensation: Statutory limits
 - B. Employer's Liability: \$1,000,000 each accident and disease.
- iii. Required Endorsements.
 - A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - B. Waiver of Subrogation, as required in 18(b)(viii), above.

f. Professional Errors & Omissions Liability Insurance.

- i. Coverage. Such insurance shall cover claims alleged to arise out of the negligent performance of Contractor's professional services.
- ii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000 annual aggregate.

19. Bonding. Not applicable to this Agreement.

20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions for Federal Fiscal Year 13/14* which is attached hereto as Exhibit A.

21. Liquidated Damages. Not applicable to this Agreement.

22. Infringement of Patents. The Contractor agrees that it will, at its own expense, defend all suits and proceedings instituted against MTD and pay any award of damages assessed against MTD in such suits or proceedings, insofar as the same are based upon any claim that the items, services, work, systems, or any part thereof, or any tool, or process used in or for the Project, constitutes an infringement of any legal United States copyright or patent. MTD agrees that it will give the Contractor prompt notice in writing of the institution of the suit or proceeding and permits the Contractor through its counsel to defend the same and gives the Contractor all

information, assistance and authority necessary for the Contractor to do so. In case said items, services, work, systems, or any part thereof, or any tool, or process used in or for the Project, is in such suit held to constitute infringement and use of same is enjoined, the Contractor shall, at its own expense and at its option, either procure for the MTD the right to continue using said items, services, work, systems, or any part thereof, or any tool, or process used in or for the Project, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

23. Rights in Data. Definitions. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. Subject data includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software (including, but not limited to, source codes), engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration. MTD Rights. MTD reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for MTD purposes, any subject data or copyright. As used in the previous sentence, "for MTD purposes," means use only for the direct purposes of MTD. Without the copyright owner's consent, MTD may not extend its license to any other party. Public Information. When MTD awards a contract for experimental, developmental, or research work, it is MTD's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless MTD determines otherwise, MTD and the Contractor performing experimental, developmental, or research work required by the contract agrees to permit MTD to make available to the public, either MTD's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data and shall be delivered as MTD may direct.

24. Indemnification. The Contractor shall, to the extent permitted by law protect, indemnify, defend, and hold MTD and its officers, employees and agents, including consultants, harmless from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including reasonable expenses, costs and attorneys' fees incurred by MTD and its officers, employees and agents, including consultants, in the defense, settlement or satisfaction thereof, for any injury, death, loss or damage to persons or property of any kind whatsoever, arising out of, or resulting from, the acts, errors or omissions of the Contractor, including acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers; and upon receipt of notice and if given authority, shall settle at its own expense or undertake at its own expense the defense of any such suit, action or proceeding, including appeals, against the MTD and its officers, employees and agents, including consultants, relating to such injury, death, loss or damage. Each party shall promptly notify the other in writing of the notice or assertion of any claim, demand, lien, encumbrance, judgment, award, suit, action or other proceeding hereunder. The Contractor shall have sole charge and direction of the defense of such suit, action or proceeding. The MTD shall not make any admission which might be materially prejudicial to the Contractor unless the Contractor has failed to take over the conduct of any negotiations or defense within a reasonable time after receipt of the notice and authority above provided. The MTD shall at the request of the Contractor furnish to the Contractor all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. The MTD shall have the right to be represented therein by advisory counsel of its own selection at its own expense. The obligations of the Contractor under this clause shall not extend to circumstances where the injury, or death, or damages is caused solely by the negligent acts, errors or omissions of the MTD, its officers, employees, agents or consultants, including negligence in the preparation of the Contract documents, or the giving of directions or instructions with respect to the requirements of the Contract by written order.

25. Notice. Notices in connection with this Agreement shall be made in writing and may be delivered either personally, by governmental postal service (regular, certified or registered), by private delivery service, or by

electronic facsimile. Receipt shall be deemed to have occurred when actually made to the party or its designated agent. Such notices shall be properly addressed to the intended party as follows:

MTD:

Sherrie Fisher, General Manager
 Santa Barbara Metropolitan Transit District
 550 Olive Street
 Santa Barbara, CA 93101
 E-Mail: sfisher@sbmtd.gov

CONTRACTOR:

Jeffrey Gerfen, Partner
 Vaquero Systems
 4825 Iron Springs Road
 [insert contractor city, state & zip]
 E-Mail: jeff@vaquerosystems.com

26. Attorneys' Fees and Costs. In the event of a controversy (including, but not limited to arbitration or an criminal or civil filing in a Federal Court or a court of any of the United States) between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such controversy shall be entitled to receive, in addition to such other award as the court may deem appropriate, full reimbursement for its court costs and reasonable attorneys' fees incurred therein.

27. Negation of Partnership. This Agreement creates a relationship between two independent contractors and does not, nor may it be interpreted to, create the relationship of joint venturers, partners, employee/employer, or any other business relationship.

28. No Assignment. This Agreement is not assignable by either party, and any attempt by either party to assign its obligations hereunder shall be void ab initio at the election of the other party, which election may be made by written notice within ten (10) days of the non-assigning party's receipt of actual knowledge of such attempted assignment. Notwithstanding the foregoing, however, at the election of the other party, the obligations and burdens of a party shall bind and apply to any permitted successor in interest or assignee of the business and/or operations of a party.

29. 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.

30. Disputes. This Agreement shall be construed and all disputes arising therefrom shall be settled in accordance with the laws of the State of California. Venue for any dispute arising under this Agreement shall be in Santa Barbara, California. Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) then pertaining (available at www.adr.org), except where those rules conflict with this provision, in which case this provision controls. Any court with jurisdiction shall enforce this clause and enter judgment on any award. The arbitrator shall be selected within twenty business days from commencement of the arbitration from the AAA’s National Roster of Arbitrators pursuant to agreement or through selection procedures administered by the AAA. Within 45 days of initiation of arbitration, the Parties shall reach agreement upon and thereafter follow procedures, including reasonable limits on discovery, assuring that the arbitration will be concluded and the award rendered within no more than eight months from selection of the arbitrator or, failing agreement, procedures meeting such time limits will be designed by the AAA and adhered to by the Parties. The arbitration shall be held in Santa Barbara, California and the arbitrator shall apply the substantive law of California, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. Prior to commencement of arbitration, emergency relief is available from any court to avoid irreparable harm. **THE ARBITRATOR SHALL NOT AWARD EITHER PARTY PUNITIVE, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES.** Prior to commencement of arbitration, however, the Parties must attempt to mediate their dispute using a professional mediator from AAA, the CPR Institute for Dispute Resolution, or like organization selected by agreement or, absent agreement, through selection procedures administered by the AAA. Within a period of 45 days after the request for mediation, the Parties agree to convene with the mediator, with business representatives present, for at least one session to attempt to resolve the matter. In no event will mediation delay commencement of the arbitration for more than 45 days absent agreement of the Parties or interfere with the availability of emergency relief.

31. Prohibited Interest. The parties hereto covenant and agree that to their knowledge no board member, officer, or employee of MTD, during his/her tenure or for one year thereafter, has any interest, whether contractual, non contractual, financial or otherwise, in this transaction, or in the business of a contracting party other than MTD. If any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4, Chapter 1, Divisions 4 and 4.5, Title I of the Government Code of the State of California.

32. Compliance with Laws and Regulations. Contractor shall warrant that in the performance of work under contract to MTD that they shall comply with all applicable federal, state and local laws and ordinances, and all lawful orders, rules, and regulations thereunder.

33. Audit and Inspection of Records. The Contractor shall agree that all materials supplied and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining shall be subject to inspection, test, or audit by duly authorized representatives of MTD and the State of California. The Contractor agrees to maintain all required records relating to the Project for at least three years after MTD makes final payment and all other pending matters are closed.

34. Equal Employment Opportunity. For applicable terms, refer to Paragraph 24 (Civil Rights Requirements) in *Federal Transit Administration: Contract Provisions for Federal Fiscal Year 13/14* which is attached hereto as Exhibit A.

35. Entire Agreement. This Agreement and its attached exhibits constitute the entire agreement between the parties and shall be deemed to supersede and cancel any and all previous representations, understandings, or agreements between MTD and Contractor as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.

36. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

37. Counterparts: Facsimile/E-mail. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile or scanned and e-mailed signature may substitute for and have the same legal effect as the original signature.

38. Qualifications. Contractor or Contractor's representative (Contractor) certifies that Contractor is qualified to do business and in good standing is in the State of California, and that Contractor has authority to enter into and perform its obligations under this Agreement, which constitutes a valid and binding obligation of Contractor.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed.

SANTA BARBARA MTD

VAQUERO SYSTEMS

Sherrie Fisher, General Manager

Jeffrey Gerfen, Partner

Date

Date

FEDERAL TRANSIT ADMINISTRATION
CONTRACT PROVISIONS FOR FEDERAL FISCAL YEAR 13/14

Transit Technical Services

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1. **FLY AMERICA REQUIREMENTS (not applicable)**
2. **BUY AMERICA REQUIREMENTS (not applicable)**
3. **CHARTER BUS & SCHOOL BUS REQUIREMENTS (not applicable)**
4. **CARGO PREFERENCE REQUIREMENTS (not applicable)**
5. **SEISMIC SAFETY REQUIREMENTS**

The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. **ENERGY CONSERVATION REQUIREMENTS**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Contractor agrees to include the requirements of this section in all subcontracts.

7. **CLEAN WATER REQUIREMENTS**

The Contractor 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. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.

8. **BUS TESTING (not applicable)**

9. **PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS (not applicable)**

10. **LOBBYING**

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

(a) 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.

(b) 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, 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 (b) 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.)]

(c) The Contractor shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 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.] Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

[Note: The Contractor shall have previously submitted to MTD a separately signed Lobbying Certification containing the above language for itself and any subcontracts exceeding \$100,000 as a condition of contract award.]

11. ACCESS TO RECORDS & REPORTS

(a) The Contractor 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 the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor'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) If contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to MTD, 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) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor 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).

12. FEDERAL CHANGES

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

13. BONDING REQUIREMENTS (not applicable)

14. CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include

these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS (not applicable)

16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS (not applicable)

17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (not applicable)

18. [RESERVED]

19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

(a) MTD and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to MTD, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS

a) The Contractor 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 contract, the Contractor 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 contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor 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 the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor 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 the Contractor, to the extent the Federal Government deems appropriate.

(c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

(a) Termination for Convenience: MTD or Contractor, by written thirty-days notice, may terminate this contract, in whole or in part, when it is in the party's interest. If this contract is terminated, MTD shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

(b) Termination for Default

(1) If the Contractor fails to perform the services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, MTD may

terminate this contract for default. MTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

(2) If this contract is terminated while the Contractor has possession of MTD goods, the Contractor shall, upon direction of MTD, protect and preserve the goods until surrendered to MTD or its agent. The Contractor and MTD shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

(3) If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of parties shall be the same as if the termination had been issued for the convenience of MTD.

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT (not applicable)

24. CIVIL RIGHTS 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, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor 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 contract:

(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, the Contractor 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 CFR 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. The Contractor 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. In addition, the Contractor 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, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor 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, the Contractor agrees that it will 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES & DISPUTE RESOLUTION

Paragraph 30 of the *MTD Master Agreement* regarding disputes shall be deemed satisfactory to meet the federal requirements for dispute resolution. The Contractor agrees to include the requirements of said Paragraph 30 in all subcontracts.

26. PATENT & RIGHTS IN DATA

(a) Rights in Data: This following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(A) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

(B) In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(i) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

(C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to

restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(D) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(F) Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(G) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(4) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(b) Patent Rights: The following requirements apply to each contract involving experimental, developmental, or research work:

(1) If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention

due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS (not applicable)

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is 1.2%. A separate contract goal [has not been established for this procurement.

(b) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MTD deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

(c) The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, the Contractor may not hold retainage from its subcontractors.

(e) Contractor must promptly notify MTD whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of MTD.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, 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 this Agreement. The Contractor 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. The Contractor agrees to include the requirements of this section in all subcontracts.

31. DRUG & ALCOHOL TESTING (not applicable)

32. INTELLIGENT TRANSPORTATION SYSTEM (ITS)

Intelligent transportation system (ITS) property and services shall comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue.

Santa Barbara Metropolitan Transit District
Transit Technical Services
Scope of Work

- I. Background Overview—The Santa Barbara Metropolitan Transit District (“MTD”) is a California special district providing public transportation to the South Coast of Santa Barbara County. MTD bus service is key to enabling thousands of people to get to and from work, school, medical facilities, etc. on a daily basis. As a public service provider, it is imperative that MTD facilities and systems be maintained and upgraded as necessary in order that those services may be provided in an effective and efficient manner.

- II. General Description—The Contractor shall provide consultation, research, project management, and project implementation services to MTD on an as-needed, project by project basis. MTD currently has plans to proceed with the following projects for which services may be required: Automated Vehicle Location System, Smartcard Fare Collection System, and Photovoltaic System. Professional services may also be required in connection with other MTD projects or programs such as its Battery-Electric Vehicle Program.

- III. Transit Technical Service Requirements—Contractor shall provide research, assessment, project management and consultation services as needed for the following projects:
 - A. Automated Vehicle Location System—MTD is currently conducting a solicitation for the acquisition and installation of an Automated Vehicle Location (AVL) system. The Transit Technical Service contractor will likely be assigned the role of project implementation manager and be MTD’s liaison with firm hired to provide the AVL system. The AVL system will result in a turnkey system that shall provide the following five primary ITS enhancements:
 - Automatic Vehicle Location
 - Time of Arrival Information
 - Route & Schedule Adherence
 - Onboard Video Surveillance
 - Yard Wireless Network

 - B. Smartcard Fare Collection—MTD is interested in working with local entities such as the University of California Santa Barbara (UCSB) and Santa Barbara Community College (SBCC) to implement bus pass technology that will be inter-operable with MTD’s GFI Odyssey Fare Revenue Collection system and student identification products administered by UCSB and SBCC.

 - C. Photovoltaic System—MTD desires to implement a photovoltaic system at Olive Terminal to generate electricity for either onsite usage or sale to a public utility. Such a system would make use of it’s large flat roof areas for solar panels. The most likely roof areas include the bus canopy adjacent to the shop and the bus charging canopy structure in the southeast corner of the facility.

 - D. Battery-Electric Vehicle Program— MTD’s Battery-Electric Vehicle program was introduced in the late 1980’s with the introduction of two 22’ lead-acid battery-electric shuttles. The program has expanded to a current size of 19 shuttles powered by a mix of battery types including lead-acid, NiCad and Lithium ION. The Transit Technical Consultant will be required to provide the following services:
 - Research & Assessment (Transit & Battery Industry)
 - Procurement (Buses, Batteries, Chargers)

- Reporting (Board & Technical reports)
- Program Evaluation
- Grant Applications

E. Work with MTD, the City of Santa Barbara, the County of Santa Barbara, the public, or other parties as necessary during applicable stages of the project(s).

IV. MTD Responsibilities—MTD shall be responsible for the following tasks:

- A. Provide access to available and applicable MTD documentation as needed.
- B. Pay or provide reimbursement for the cost of planning and permit fees associated with a project.

V. Procedure to Order Services—When project services are needed, MTD will issue to the Contractor a Request for Quotation (RFQ) which will include a description of the preliminary project scope of work. Such requests will typically be for a fixed price quote, although other contract types may be requested. In response, the Contractor shall provide MTD with a quote for the project work that includes a price breakdown of: professional services by labor category and hours; materials (e.g., plans) or other services by type and quantity; and a description and price for any other components of the quote. Other than the labor or material unit prices fixed by the Transit Technical Services contract, components of the quote are subject to review by MTD. Additional information may be requested to assist MTD in evaluating that the quote is fair and reasonable.

VI. Changes—Any changes to the Transit Technical Services contract and orders issued thereunder shall be supported by a change order. Change orders will include detailed costs and the rationale for the change and must be approved in advance by MTD prior to the Contractor proceeding with the change.

VII. Complete Projects—This Scope of Work does not include a complete description of all services or processes that may be required to carry out each ordered project or task. This Scope of Work is provided only for matters considered key to the project. Except as described herein, Contractor shall provide all Transit Technical services necessary to properly complete each ordered project.

V~~A~~QUERO SYSTEMS

4825 Iron Springs Road, Creston, CA 93432

January 14, 2013

Dear Mr. Estrada,

Vaquero Systems is pleased to submit qualifications in response to your Request for Qualification for Transit Technical Services. Vaquero Systems is interested and willing to enter into a contract to provide these services as outlined in your supplied Scope of Work for Transit Technical Services Consultant. If awarded this work, Vaquero Systems will exert our best efforts to fulfill these responsibilities. Vaquero Systems is also willing to accept the contract terms in the *MTD Master Agreement*, the *Federal Transit Administration Contract Provisions*, and the *MTD Scope of Work*. Vaquero Systems is able and willing to meet general liability and professional liability insurance requirements if we are awarded this work.

Vaquero Systems is a partnership between Jeff Gerfen and Neil Hockaday, who together have successfully completed over \$3,300,000 in transportation-related sponsored projects at California Polytechnic State University, San Luis Obispo. These projects have largely been completed for state agencies, although some have been subsidized with federal funds. Project values have ranged from \$500,000 all the way down to \$5,000. We are extremely familiar with what is needed to get projects done, large and small alike. We are also well accustomed with working with staff from public agencies, including Caltrans, CHP, and local transit agencies such as yourselves. Neil and I were also both integral in Vaquero Systems, LLC's previous successful work to develop the Mobile On-Time Performance System (MOPS) and the Google Transit Feed Generator for MTD. This work required us to start with virtually no knowledge of MTD's schedule, stops, and routes, and build an accurate and effective schedule performance reporting system. We are problem solvers, able to leverage our skills and talents create system solutions.

An important part of problem solving is to know when assistance is required; as such we are ready and willing to look outside for expertise when needed to complete a project. We have access to experts in both alternative fuel and battery-powered vehicles as well as solar energy production through the Cal Poly Electrical Engineering Department. These experts can be brought in for consultation and assist on the project as needed. We are also able to find outside help from industry as required.

We feel it is worth noting that in addition to our technical skills, we are well versed at facilitating input from a variety of people and entities to arrive at a solution which accounts for core needs yet meets the practicality of the day required by the adopting institution. For example, our skills in the areas of transit management, fare collection, data transmission, information systems, and needs analysis make us well suited to 1.) investigate Smartcard fare requirements among MTD, UCSB, and SBCC, 2.) understand solutions which have been implemented elsewhere, e.g. Tucson, and 3.) then facilitate a system solution which both meets the operational requirements of MTD and is satisfying to all institutional partners. We have been working together on a variety of projects since 1999 and have technical skills which are both broad and deep.

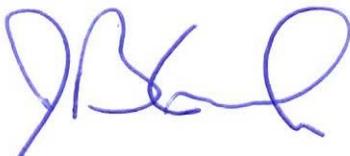
Our core competencies are:

- Transit Management and Passenger Information Systems – Design, implementation, configuration, testing, and integration of APTS systems.
- Solar Power and Battery Systems – Design of electronic systems which operate independent of the grid.
- Data Communications – Requirements analysis, specification and design, and implementation of terrestrial and satellite communications systems.
- Systems and Solutions Engineering – Stakeholder needs analysis, system concept development, requirements writing, and system testing and validation.
- Software Development – Specification and management of software development projects, many of which have been in support of transportation-related systems.
- Information Systems – Systems implementation and administration, computer network configuration, network security.
- Transportation Management Center Operations – Development of TMC Simulation training tools, conducting operator training in simulator.
- Problem solving – Solving complex problems which require study of alternatives and issues, understanding of user needs, and creating an effective system solution.

We have attached the following documents as part of this package: Statement of Qualifications, résumés for both the principle members of the company, Bidder Information form, References & Suppliers form, Lobbying Certification form, and the Acknowledgement of Addenda form.

In closing, we feel that Vaquero Systems is well qualified to act as MTD's Transit Technical Services consultant. Our skills, which have been honed working with transit and transportation systems, are well suited to assist with the projects planned by MTD. We look forward to the potential opportunity to work further with Santa Barbara MTD.

Sincerely,



Jeff Gerfen

President, Vaquero Systems

Vaquero Systems Statement of Qualifications

Description of Firm

Vaquero Systems is a general partnership between Jeff Gerfen and Neil Hockaday, who have worked together for approximately 15 years and have successfully completed over \$3,300,000 in transportation-related sponsored projects at California Polytechnic State University, San Luis Obispo. These projects have largely been completed for state agencies, although some were subsidized with federal funds. Project values have ranged from \$500,000 all the way down to \$5,000.

Vaquero Systems has existed since 2007 and has successfully completed several projects for Santa Barbara MTD during that time.

Prior Experience with Similar Projects

We are extremely familiar with what is needed to get projects done, large and small alike. We are also well accustomed with working with staff from public agencies, including Caltrans, CHP, and local transit agencies. Projects that the team has completed include:

- Development of the Mobile On-Time Performance System (MOPS) for MTD. This work required gaining intimate knowledge of the MTD schedule, routes, and stops as well as working closely with MTD schedule planner Paul Tumbleson.
- Development of Google Transit Feed generator for MTD. Worked closely with MTD staff to successfully create a tool that generated GTF feed packages from MTD schedule data.
- Development of the EDAPTS transit management system complete with AVL, schedule adherence reporting, and Smart Transit Signs. The EDAPTS system was open-source and compliant with both the National ITS Architecture and TCIP, and was deployed in San Luis Obispo in 2000 as a research project and was operational for 7 years.
- Development of solar-powered Smart transit signs for use with EDAPTS system. This development effort entailed performing a comprehensive analysis of all sign components, reducing component power consumption as possible, and then designing a solar charging system with batteries capable of operating with 20 days of inclement weather and recharging within three sunny days. These signs operated successfully on the street with no power outages until the expected battery replacement at the 5-year point. We believe that these solar powered signs were the first of their kind when deployed in 2000.
- Development of a schema in conjunction with SLO Transit and Cal Poly PolyCard staff for storing Cal Poly ID numbers on the SLO Transit fleet and accepting PolyCards for student fare payment.
- Developed Mobile Transportation Management Center (TMC) for Caltrans District 12 and Department of Research and Innovation (DRI). The Mobile TMC had dedicated on-board traffic surveillance cameras as well as remotely accessible cameras which could provide video to the Mobile TMC via dedicated short-range wireless link. The Mobile TMC utilized a satellite communications link to make a TCP/IP connection to the Caltrans private traffic management network in District 12, allowing encoded video and traffic management system data to be shared

back and forth between the Mobile TMC and the district TMC. This project required working with a variety of Caltrans staff, including traffic management personnel, IT staff, and traffic engineers.

- Development of concept of operations and requirements for deployment of EDAPTS-based AVL solution at Cal Poly Pomona. Assisted with the procurement, and conducted verification and validation testing of the installed solution.
- Development of a Traffic Management Center simulator for Caltrans. The simulator provides a realistic training environment for Caltrans and CHP personnel and utilizes both real and simulated management tool including software, radio and telephone communications, and simulated highway video surveillance.

In addition to the aforementioned projects we have written a number of CONOPS for deployed systems, which include transit management and passenger information. Jeff teaches system engineering concepts in an ITS course at Cal Poly in which students are required to perform stakeholder needs analysis, develop operational scenarios, write system requirements, and then develop system concept documents.

Key Project Personnel

Both Jeff and Neil have strong experience in the areas of on-board transit systems, schedule adherence determination, systems integration, as well as software, system, and electrical engineering. In addition both have extensive experience with both project management and system analysis, and are intimately familiar with MTD's transit scheduling from previous project endeavors with MTD. Please see attached resumes for Jeff Gerfen and Neil Hockaday.

Key Partners, Subcontractors & Suppliers

Although not currently listed, Vaquero Systems may work with partners and/or subcontractors depending upon the requirements and approval of MTD. In the event partners or subcontractors are required as part of efforts under this project all partners and subcontractors shall be covered under Vaquero Systems' general and professional liability insurance policies.

References

Monica Kress
Chief, Office of Technology
California Department of Transportation
HQ Traffic Operations Program
(916) 651-9054

George M. Jenkinson
Information Technology Coordinator, Office of Technology
Division of Traffic Operations
California Department of Transportation
(916) 654-6912

Xudong Jia, Ph.D., P.E.
Professor, Department of Civil Engineering
California State Polytechnic University, Pomona
(909) 869-4312

Bruce Chapman (Retired)
California Department of Transportation
Division of Research and Innovation
(916) 654-9454

Paul Tumbleson
Transit Scheduler
Santa Barbara Metropolitan Transit District
(805) 963-3364 x252

Jeffrey Brian Gerfen

4825 Iron Springs Rd, Creston, CA 93432
(805) 239-0028 ▪ jeff@vaquerosystems.com

Professional History

Vaquero Systems and Vaquero Systems, LLC

(2007 to present)

President

- Led development of Mobile On-Time Performance System (MOPS) product, including system analysis and design, system validation and testing
- Headed development of Google Transit Feed Generator product

Cal Poly - Research Engineer/Project Director

(6/94 to present)

*Advanced Technologies and Facilities and Activities (ARDFA) Group
Advanced Technology Laboratory (ATL)*

California Department of Transportation – Pomona APTS Deployment – Project Manager/Principle Investigator

Project Manager for project to specify, procure, monitor installation, and validate system operation of an APTS system for Cal Poly Pomona's Bronco Express shuttle program.

- Project manager
- Met with system stakeholders and oversaw development of Concept of Operations (CONOPS)
- Wrote system requirements and subsequent verification and validation test plans to ensure system met CONOPS needs and system requirements.

California Department of Transportation – Efficient Deployment of Advanced Public Transportation Systems (EDAPTS) – Project Manager/Principle Investigator

Project Manager for ongoing California Department of Transportation project *Efficient Deployment of Advanced Public Transportation Systems (EDAPTS): A Demonstration and model for Local Capacity Building in San Luis Obispo County.*

- Day-to-day management of the EDAPTS transit management design and development.
- Designed wireless communications system for transit vehicles utilizing two-way radios and radio modems. Performance tested wide area communications system using bit error rate (BER) and packet error rate measurements throughout transit corridors in San Luis Obispo County. Worked with two-way radio supplier and radio modem supplier to ensure proper integration of these two devices to allow voice and data communications within the SLO Transit fleet. This wireless communications system is currently installed on the SLO Transit fleet and is being

recommended for installation on Central Coast Area Transit, the regional bus service for San Luis Obispo County.

- Designed and developed/supervised development of the Smart Transit Sign hardware and software. The Smart Transit Sign is solar powered and utilizes one-way pager technology to update signs in metropolitan area with bus arrival time information. The Smart Transit Sign displays bus arrival times on a 2 line by 10 character flip-dot display. Performed solar analysis to ensure that the Smart Transit Sign will run properly year round.
- Co-developed needs-based methodology for specification, design, and deployment of Advanced Public Transportation Systems using the minimum amount of technology to provide maximum operational benefits.
- Performed needs and options analysis for a wireless communications system in San Luis Obispo County which has diverse geographic areas. Worked with system vendors, transit managers, Council of Government staff, and local Caltrans district to accomplish this task.
- Managing specification, design, and installation of transit vehicle on-board systems that include radio modem, new radios, mobile data terminal, driver's silent emergency alarm buttons, GPS antennas, and magnetic stripe card readers.
- Worked with Department of Social Services and local Council of Governments to ensure deployed transit management system met the needs of county stakeholders.

Caltrans – TMC Simulator Project - Principal Investigator

Principle Investigator for Caltrans projects to design, develop and support a Transportation Management Center (TMC) simulator used to train TMC operators from Caltrans and California Highway Patrol:

- Developed a comprehensive Concept of Operations for TMC training in California.
- Designed next-generation TMC simulator for installation and operation in the California Advanced Traffic Management Systems (ATMS) Test bed at U.C. Irvine.
- Worked in the design and specification of a simulation manager which controls all aspects of TMC simulation, including control of a CHP Computer Aided Dispatch (CAD) simulated environment, remotely controlled DVD players, and audio players.
- Integrated, installed, and tested various other TMC simulator systems, including video switching and display systems, audio distribution systems, and computer workstations.
- Developed the concept of using XML scripts to control all aspects of simulations, including running of simulations and automatic generation materials to support the script.

Leonard University Transportation Center - Caltrans TMC Coordination – Principal Investigator

Researched and documented the current state of TMC coordination within and outside of California. Recommended tools and techniques which can improve the coordination of operations between Caltrans, CHP, and allied agencies.

Caltrans – Mobile TMC – Principle Investigator

Principle Investigator for ongoing Caltrans Testbed Project, *Mobile Transportation Management Center (MTMC)*:

- Day-to-day management of development of MTMC.
- Specifying and integrating a wide area network communications connection for implementation in Phase II of the MTMC project. This wide area network will allow diverse applications including the D12 freeway management system, video conferencing, compressed surveillance video, and CHP CAD to operate remotely in the MTMC through a single wide area data connection to the fixed-site D12 TMC. This wide area network is utilizing a 128 Kbps full-duplex VSAT communications network.
- Supervised design, procurement, and installation of the MTMC operator console and all associated components including cabinetry, equipment racks, and equipment layout.
- Supervised design, selection, procurement, and testing MTMC video surveillance and display system that utilizes a pan-tilt-zoom controllable camera mounted on a pneumatic mast.
- Supervised design and installation of MTMC AC electrical power system utilizing a 10 KW diesel generator, a power transfer switch, and all associated wiring and monitoring meters.

PATH – Mobile TMC – Principle Investigator

Principle Investigator for PATH project *Mobile Transportation Management Center (MTMC)*:

- Modified MTMC to operate with vehicle detection and video surveillance via wireless communications link.
- Performed two field-tests of MTMC for Caltrans District 12
- Redesigned existing Caltrans D12 Mobile Ramp Metering Trailer for full autonomous solar powered operation and wireless data and video connections to MTMC

Federal Highway Administration – Demonstration Project 105– Co-Principle Investigator

Co-Principle Investigator for Federal Highway Administration Demonstration Project #105 *Demonstration of Transportation Management Technologies*.

- Day-to-day project management of research engineers and student assistants.
- Specification of trailer video system utilizing external mast mounted cameras, NTSC and RGB video switches, video monitors, and LCD projectors.
- Design and specification of DP105 demonstration system, a multi-platform networked computer system to support installation of traffic management software and hardware from approximately thirty industry vendors of traffic management and surveillance equipment.
- Coordinated efforts of Cal Poly developers, industry partners, FHWA project management, and the DP105 presentation team to complete development of the demonstration system.
- Installation of above computer, network, video, and industry vendor systems in a 48 foot semi-tractor trailer with dual expanding sides.

California Air Resources Board – Mobile Emissions Measurement – Principle Investigator

Principle Investigator for California Air Resources Board project *Development of Modeling Tools for Microscale Emissions Modeling*.

- Developed instrumented van for performing roadway emissions inventories utilizing video image processing techniques
- Integration of Econolite Autoscope, Hughes License Plate Reader, and vehicle and engine emissions databases.

California Polytechnic San Luis Obispo – Lecturer (Fall 2001 to present)

Electrical Engineering Department - Lecturer

Courses Taught:

- Circuit Analysis Lecture and Laboratory Courses: EE 112, EE 151, EE 201, EE 211, EE 241, and EE 251
- Digital and Analog Electronics Courses: EE 307, EE 308, EE 346, EE 347, and EE 348
- Digital and Computer Design Lecture and Laboratory Courses: CPE 129, CPE 169, CPE 229, CPE 269, and CPE 233
- Electric Machines Laboratory: EE 295
- Signals and Systems Laboratory: EE 368

Projects:

- Prepared ABET binders for EE 308/348
- Developed all lecture and laboratory content for Computer Design and Assembly Language Programming Studio (CPE 233) during Winter Quarter 2011

Civil Engineering Department - Lecturer

Courses Taught:

- Intelligent Transportation Systems: CE 423

Projects:

- Course design – Intelligent Transportation Systems utilizing project developed for Federal Highways
- Facilitated donation of mobile classroom and all technological components to Cal Poly for conducting ITS course

Education

M.S. Electronic and Electrical Engineering California Polytechnic State University, San Luis Obispo, CA	June 1995
B.S. Computer Engineering California Polytechnic State University, San Luis Obispo, CA Cum laude	June 1993
A.S. Electronics Technology Sacramento City College, Sacramento, CA President's highest honors	June 1986

Proficiencies

- Electronic systems analysis and design
- Systems engineering
- Communications link analysis and design
- Software specification and design
- Systems integration
- Transportation systems analysis and design
- Laboratory and course lecture at university level
- University course development
- Sponsored project acquisition, funding and management

United States Air Force – Honorable Discharge 1985

Publications & Reports

- "TMC Coordination", Jeffrey Gerfen and Neil Hockaday, Leonard Center for Transportation, September 2009
- "TMC Simulator for Operator Training Using Microsimulation", Lianyu Chu, Jeffrey Gerfen, and Wilfred Recker, Paper for Transportation Research Board, January 2008.
- "Development of Performance-Based Specifications for Efficient Deployment of Advanced Public Transportation Systems (EDAPTS)", Caltrans Research Report, October 2007
- "Cal Poly Pomona EDAPTS Test Deployment Operation Description Version 6.0", Xudong Jia, Jeff Gerfen, California PATH Working Paper, July 2007
- "Mobile Transportation Management Center (MTMC) Procurement Specification, Research Report for Caltrans Division of Research & Innovation, July 2006
- "Mobile TMC and MRM Communications System, a User Manual for Caltrans District 12", Caltrans Research Report, June 2006
- "Caltrans Transportation Management Center Simulator at UC Irvine, Concept of Operations and Design", Research Report for Caltrans, June 2005
- "Mobile Traffic Management System Test Deployment", California PATH Research Report, April 2005
- "TMC to FOT Trailer and MTMC Communications System – California ATMS Test-Bed Operational Phase", Research Report for Institute of Transportation Studies, University of California, Irvine, April 2004
- "Case Study: Impacts of Advanced Technology on a Small City Bus System", Edward Sullivan and Jeff Gerfen, "Assessing the Benefits and Costs of ITS", Chapter 6, David Gillen and David Levinson, 2004
- "Efficient Deployment of Advanced Public Transportation Systems – Phase 2, EDAPTS: A Smart Transit System for Small Transit Agencies", Caltrans Research Report, June 2003
- "EDAPTS Smart Transit System Description", Research Report to Caltrans, January 2003
- "EDAPTS – Efficient Development of Advanced Public Transportation Systems", Edward Sullivan, Jeff Gerfen, Michael Wallace & Bruce Chapman, Research Report to Caltrans, January 2003
- "Microscale Emissions Modeling System", California Air Resources Board Research Report, January 2002
- "Demonstration of a Digital Wireless Public Transit Information System at Bus Stops in San Luis Obispo, California", Caltrans Research Report, February 2000
- "San Luis Obispo County Transit Systems Radio Communications Review and Analysis", Research Report for Caltrans and San Luis Obispo County, May 1998
- "Command-Response Data Link Layer for Wireless Mobile Communications", Second Annual Wireless Symposium and Exhibition, Santa Clara, CA. February 1993. Co-author and presenter.
- "Spread Spectrum Vehicle Communications Network", Fourth annual IVHS America conference, Atlanta, GA. April 1993. Co-author.

Neil Hockaday

110 Highland Drive • San Luis Obispo, CA 93405 • neil@vaquerosystems.com • (800) 955-9733

Education:

- A.A. Liberal Arts, Emphasis in Science, Cuesta College (Pending)
- California Polytechnic State University, San Luis Obispo; Computer Science Department, College of Engineering. Topics studied include programming concepts, systems design, computer hardware and software, and data processing systems.
- Continuing education – self-paced study in PC operating systems and network operations

Experience:

- June 1999 – Present: California Polytechnic State University, College of Engineering. Research Assistant (June 1999 – Mar 2003), Research Systems Analyst (Mar 2003 – Present). Tasks included system development, administration, and maintenance; laboratory supervision and equipment maintenance, supervision of students assistants, PC programming and network operations, customer and vendor relations. Worked on numerous research projects, including:
 - I. Efficient Development of Advanced Public Transportation Systems, SLO Transit: Development and integration of onboard bus computer systems to provide automated location tracking and reporting via GPS. Development and integration of Smart Transit bus-stop signs to provide bus arrival information to passengers.
 - II. Mobile Transit Management Center, Caltrans District 12: Construction of mobile management center, allowing access and control of major District 12 TMC systems remotely from any location in California.
 - III. TMC Simulator, Caltrans District 12 Testbed: Assisted in the development and supervised the construction of a realistic Traffic Management Center environment, to allow students and both TMC and CHP personnel to develop and hone the skills required for managing traffic infrastructure, handling emergencies, and improving traffic safety.
 - IV. College of Engineering, Applied Research and Development Facilities and Activities: Administered PC-based network system with multiple servers and workstations. Maintained and upgraded PC hardware and software; including evaluating and developing data processing and computer systems applications, including customized applications. Developed computer system documentation and maintained computer systems to meet College requirements.
- June 2009 – Present: USL, Inc. Consultant - Systems Administration and Software Development. Administered PC-based network system with multiple servers and workstations. Maintained and upgraded PC hardware and software. Assisted with development of theater management system with handheld remote interface.

Skills:

- Able to logically analyze data, situations and project requirements, and draw sound conclusions; develop project schedules and testing procedures; instruct persons in the effective use of computer-based tools, software applications, and documentation procedures; translate user requirements into functional systems specifications; prepare clear and concise reports; establish and maintain effective and cordial working relationships with coworkers, sponsors, product users, sub-contractors, collaborating contractors and government departments, and supervisors.
- Administrative knowledge of PC operating systems, including Window XP, 2000, NT4, 95/98/ME; MS-DOS, HPUX, and Linux. Experience in computer operations, Internet software and network operations including local area networks. Able to troubleshoot, diagnose, repair, and maintain computer systems and equipment, and independently perform corrective action as needed.
- Extensive experience in the installation of wiring, cables, equipment, computers, and peripheral equipment.
- Experience with construction and maintenance of embedded systems, installation and support of radio and satellite communications, as well as GPS systems.

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
Request for Qualifications for Transit Technical Services
PRICE PROPOSAL FORM

LABOR RATES (include those for any anticipated sub-consultants as well)

<u>Name of Individual</u>	<u>Position Title</u>	<u>Hourly Labor Rate</u>		
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Jeff Gerfen	Partner and President	\$125	\$125	\$125
Neil Hockaday	Partner	\$125	\$125	\$125

Is labor charged for travel time to/from MTD? YES NO If so, at: Full Rate % of Full Rate
 (if travel time billed by the mile, include below)

ADDITIONAL EXPENSES (Anticipated during the term of the contract.)

<u>Description (include unit, e.g. per page, mile, each)</u>	<u>Unit</u>	<u>Unit Price</u>		
		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Mileage		0	0	0
Photocopies and duplication, actual amount if required		actual	actual	actual

The undersigned, as an individual with the authority to bind the Proposer, understands and agrees to the specifications, terms and conditions of the RFQ and this Price Proposal unless otherwise modified by mutual agreement of the parties. It is also agreed that this price proposal is valid for ninety (90) calendar days from submission date. If awarded a contract as a result of this proposal, the undersigned hereby agrees to sign the contract and to furnish necessary certifications.

Proposing Firm: Vaquero Systems
 Address: 4825 Iron Springs Rd.
P.O. Box 257
Creston, CA 93432

Signature: 
 Name: Jeff Gerfen
 Title: President
 Date: March 31, 2014



BOARD OF DIRECTORS REPORT

AGENDA DATE: May 13, 2014

AGENDA ITEM #: 10

DEPARTMENT: Risk

TYPE: Action

PREPARED BY: Gabriel Garcia

Signature

REVIEWED BY: Sherrie Fisher

GM Signature

SUBJECT: Property Insurance Renewal
Effective: May 24, 2014 through May 23, 2015

RECOMMENDATION:

Staff recommends that the Board of Directors authorize MTD staff to bind Property Insurance coverage with Liberty Mutual Insurance Company and Earthquake coverage effective May 24, 2014.

DISCUSSION:

The Property Insurance proposal includes all MTD locations as follow: Cota-Olive Street buildings, Transit Center, remote-charging station in Carpinteria, Overpass facility as a rental property, MTD's radio repeaters and generators. The coverage is blanketed at \$12.80 Million with a \$25K deductible. The cost for this coverage is \$14,868.

The Property Insurance covers losses to buildings, building contents and equipment in the event of a fire. This policy also includes coverage for loss of rental income for the Overpass facility, glass coverage at the Transit Center and Boiler & Machinery Insurance. The Boiler and Machinery rider indemnifies MTD for losses resulting from a short circuit to the electrical system and resulting damage to the charging facilities. The policy specifically excludes coverage for Earthquake and/or Flood damage which require separate riders.

MTD's expiring coverage with Travelers Insurance Company **includes** Earthquake (EQ) coverage at \$1 Million Aggregate with a \$100K deductible. However, Travelers Insurance Company provided a renewal quote that includes EQ coverage at \$1 Million Aggregate with a \$100K deductible at a 29% premium increase for a total renewal of \$29,969.

Staff Recommends fully insuring the Administrative building, Maintenance Building, Transit Center and Overpass facility in the event of an Earthquake. The cost to fully insure the buildings at a Total Insured Value of \$9,711,937 with a 10% per unit subject to \$50,000 minimum deductible is \$26,300. This covers losses to the buildings and contents of the building in the event of an Earthquake.

Staff has also prepared other options that are available for Earthquake coverage on the following page.

BUDGET/FINANCIAL INFORMATION

The expiring premium was \$23,120 which included Earthquake coverage a \$1million aggregate. The cost of binding the property insurance with Liberty Mutual Insurance Company for the property coverage is \$14,868 (excluding flood and EQ). The cost to fully insure the Cota-Olive Street buildings, Transit Center and Overpass facility in the event of an Earthquake is an additional \$26,300.

	Travelers Insurance Renewal Premium without EQ	Liberty Mutual Insurance Proposal without EQ
Property Insurance	\$27,625	\$14,868
	Travelers Insurance	"A" rated Insurance Company
Earthquake Coverage \$9.7 Million Total Insured Value		\$26,300
Earthquake Coverage \$1 Million Loss Limit	\$2,344	\$13,916
Earthquake Coverage \$2 Million Loss Limit		\$17,000
		Staff Recommendation
Total Premium	\$29,969	\$41,168

SUPPLEMENTAL EARTHQUAKE COVERAGE OPTIONS:

Earthquake on Four Buildings & Contents (Staff recommendation)

Administration: \$4,785,203
Maintenance: \$2,386,514
Chapala Transit Center: \$566,740
Overpass building: \$1,973,480
Total Insurable Value (TIV) \$9,711,937
Deductible 10% per unit subject to \$50,000 minimum
Pricing: \$26,300

Option 1 (Equal to Travelers Insurance Company coverage)

Insuring all buildings subject to a maximum \$1,000,000 loss limit.

Total Insurable Value \$9,711,937
Deductible 10% per unit of insurance
Pricing \$13,916

Option 2

Insuring all building subject to a maximum \$2,000,000 loss limit

Total Insurable Value: \$9,711,937
Deductible 10% per unit of insurance
Pricing \$17,000

To: MTD Board of Directors
From: Sherrie Fisher, General Manager
Date: May 8, 2014
Subject: General Manager's Report

Standard LNI shelters are scheduled to be installed on May 9th for the Cota at Quarantina Crosstown Shuttle stops for both eastbound and westbound directions. In the coming weeks, LNI shelters will also be installed at the San Pascual at Canon Perdido stop served by Line 17 and at the Montecito Street at Franklin Center stop served by Line 2 and the Crosstown Shuttle. Installation of the shelter at the Montecito Street stop involved demolishing the aging wooden shelter at that location. All of these shelters include solar powered lighting and were funded by a CDBG grant through the City of Santa Barbara.

With the approval of the August service changes by the Board, Planning staff is preparing information about the changes to drivers, agencies, educational institutions, interested stakeholders, press and the public.

Planning staff is requesting UCSB to replace the aging wooden shelters with new shelters at the eastbound and westbound stops at the proposed San Joaquin student housing project to be located near the corner of El Colegio and Storke Road. Planning staff is also requesting UCSB to install a shelter at the Storke at El Colegio northbound stop since that will serve both the proposed San Joaquin project and Sierra Madre housing project under construction located across Storke Road from this stop.

The City of Santa Barbara is submitting grant applications to the Active Transportation Grant program which will include infilling sidewalk on the Eastside and along La Cumbre Road north of State Street. MTD's Planning staff coordinated with City staff on identifying priority sidewalk gaps leading to bus stops

City of Goleta Public Works staff met with Planning and Operations staff to discuss the proximity of the westbound Hollister Avenue at Wendy's bus stop to the nearby Hollister Avenue crosswalk. Goleta City staff is considering installation of a HAWK type pedestrian signal at that location to replace the pedestrian actuated flashing light.

Staff members from Maintenance, Planning, Operations and IT, led by Brad Davis, have spent many hours evaluating the vendor proposals for the AIM System project. This procurement will include Automatic Vehicle Location (AVL) technology to provide passengers with real-time bus arrival information and help identify schedule adherence concerns; and onboard video surveillance. Staff is in the final negotiation phases with the two remaining AVL vendors with the goal of including several optional systems within the project budget including automated bus stop announcements, automatic passenger counters, real-time vehicle health monitoring, and computer-aided dispatch. Staff is preparing information for a board decision no later than the first meeting in June. This is an exacting and exciting project that will assist us in proving the best possible transit service.

The last of the current cruise ship season concluded Sunday, May 4th. Visits are to resume this coming fall. Due to the larger capacity of the most recent vessels, extra Shuttles were added to mitigate overloads (Crown Princess). The spectacular weather

helped bring passengers and crew ashore for most of the visits. We welcome the various lines back at the end of summer.

Training is continuing for our newest Operator in Training, Brad Sousa. He is progressing well and will be taking his DMV test in a few weeks.

Operations continue to attend and will attend the meetings for the May 28 "Active Shooter Drill" at Santa Barbara City College.

Drivers' bidding for our Summer Service is complete.

The Amgen Tour will be visiting Santa Barbara May 15. Preparations are in progress for various detours that will be implemented due to the "dynamic" closures. There will be extra Supervision in place during that time.

During the Earth Day Festival (April 26-27), Operations assigned an Operator each day to transport and recover the Shuttle that was on display, and to assist Marketing at the heavily attended event.

Summer in Santa Barbara brings many wonderful events to the area, which includes, but is not limited to Summer Solstice, Independence Day and Old Spanish Days. Our normal preparations of planned detours and extra service are in progress.

HR held a new driver information meeting and video exam in preparation for hiring additional new bus driver trainees.

Staff attended a meeting of SBCAG's Technical Transportation Advisory Committee (TTAC) on Thursday, May 1. MTD is a voting member of the Committee. TTAC received reports on several topics, including the Draft Park and Ride Study and the Draft FY 2015 Measure A Program of Projects. TTAC voted to recommend that the SBCAG Board approve the amended FY 2013 Measure A audits and the Congestion Management Program Biennial Review.

MTD's Triennial Review by the Federal Transit Administration (FTA) is underway. The Triennial Review is one of FTA's management tools for examining grantee performance and adherence to current FTA requirements and policies. The Triennial Review site visit is scheduled for June 19 & 20. Staff continues to prepare requested documents and answers to questions for submittal to the reviewer prior to the site visit.

Gillig #615 has returned from Cummins Pacific. Now Gillig #621 is there for the same problem of diesel fuel in the engine lube oil.

Gillig #904 which is included in an Allison field campaign for the hybrid drive DPIM is now at Valley Power Systems for replacement of the DPIM.

Gillig #914 is down for repetitive crank sensor error codes which thus far seem to be related to the air compressor. The codes occur only when it is compressing air. Cummins Cal Pacific has not been able to diagnose the cause. The camshaft pulley used as reference for the crankshaft sensor and sensor but did not correct the problem. A new sensor wiring harness was ordered, received and will be installed as the next step.

A replacement DPF element is needed for Gillig #901. Gillig has not responded to repeated requests for a quote. A purchase request for the purchase from Cummins Pacific has been submitted for approval.

Various labels with shuttle battery information are being produced by Vogue Signs in Oxnard. Santa Barbara Sign also produced a red on white "HIGH VOLTAGE" label to be placed on each battery tray.

Mowing of the vegetation on the Calle Real property is underway and expected to be completed by Thursday.