



AGENDA

Meeting

of the

BOARD OF DIRECTORS

of the

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

A Public Agency

Tuesday, September 1, 2015

8:30 A.M.

Santa Barbara MTD Auditorium

550 Olive Street, Santa Barbara, CA 93101

1. CALL TO ORDER

2. ROLL CALL OF THE BOARD OF DIRECTORS

Dave Davis, Chair; Chuck McQuary, Vice Chair; Olivia Rodriguez, Secretary; Dick Weinberg, Director; Bill Shelor, Director; David Tabor, Director; Roger Aceves, 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 August 18, 2015.

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

The Board will be asked to review the cash report for the periods of August 11, 2015 through August 24, 2015.

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. AMMENDMENT TO THE MOU BETWEEN MTD AND EASY LIFT- (ATTACHMENT-ACTION MAY BE TAKEN)

Authorize the General Manager to sign the attached amendment to the Memorandum of Understanding (MOU) between MTD and Easy Lift.

8. 457(b) PENSION PLAN- (ATTACHMENT- ACTION MAY BE TAKEN)

Staff recommends that the Board of Directors approve the following two items associated with the administration of the 457(b) Pension Plan for represented employees:

1. Staff recommends that the Board of Directors approve the attached Amendment to the 457(b) Plan Document

2. Staff recommends that the Board of Directors approve the attached resolution officially authorizing the formation of a participant committee for the 457(b) Pension Plan

9. CAL-CARD (STATE OF CALIFORNIA'S PURCHASING CARD) -(ATTACHMENT-ACTION MAY BE TAKEN)

Staff recommends that the Board of Directors authorize the General Manager and MTD's Attorney to file an application with U.S. Bank National Association for a CAL-Card account offered by the State of California.

10. UPCOMING TRANSIT FUNDING OPPORTUNITIES UPDATE-(INFORMATIONAL)

Receive update regarding various transit funding opportunities expected to be available over the coming months.

11. DISCUSSION OF STRATEGIC PLAN WORKSHOP-(ATTACHMENT-ACTION MAY BE TAKEN)

Discuss recommendation from the Development Committee regarding the upcoming MTD Strategic Plan workshop.

12. GENERAL MANAGER'S REPORT UPDATE-(INFORMATIONAL)

- a) SBCC Fall Enrollment
- b) EV Battery Conversions
- c) Hybrid Bus Fleet

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

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

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.



MINUTES

Meeting

of the

BOARD OF DIRECTORS

of the

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

A Public Agency

Tuesday, August 18, 2015

8:30 A.M.

Santa Barbara MTD Auditorium

550 Olive Street, Santa Barbara, CA 93101

1. CALL TO ORDER

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

2. ROLL CALL OF THE BOARD OF DIRECTORS

Chair Davis reported that all members were present with the exception of Director Rodriguez, Director Weinberg, and Director Shelor.

3. REPORT REGARDING POSTING OF AGENDA

Natasha Garduno, Executive Assistant, reported that the agenda was posted on Friday, August 14, 2015 at MTD's Administrative Office, mailed and emailed to those on the agenda list, and posted on MTD's website.

CONSENT CALENDAR

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

Director McQuary moved to waive the reading of and approve the draft minutes for the meeting of July 21, 2015 and the cash reports for the periods of July 14, 2015 through July 27, 2015 and July 28, 2015 through August 10, 2015. Director Tabor seconded the motion. The motion passed unanimously.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

Mr. Tom Elliott spoke under public comment in regards to MTD's Calle Real property and adjacent Fort Ranch property that he lives on. He thanked the MTD for their efforts in keeping the Calle Real property clean and maintained. He provided the Board with a report referencing potential issues related to heavy undergrowth on the Calle Real property that could cause some flooding issues to his adjacent Fort Ranch property should a flood such as that of El Nino occur again.

7. APPLICATION FOR FTA SECTION 5339 CAPITAL FUNDS- (ATTACHMENT-ACTION MAY BE TAKEN)

Staff requested that the Board approve Resolution 2015-05 authorizing MTD's application for FY 2014 FTA Section 5339 capital funds for the procurement of two 30-foot electric transit buses. After a brief discussion Director McQuary moved to approve the resolution. Director Tabor seconded the motion. The motion passed unanimously.

8. DISCUSSION OF STRATEGIC PLAN UPDATE WORKSHOP- (ATTACHMENT- ACTION MAY BE TAKEN)

The Board held a brief discussion pertaining to recommendations from the Development Committee regarding the upcoming MTD Strategic Plan workshop. Director Tabor requested that the Board receive a copy of the current Strategic Plan to review prior to the workshop. Director Aceves requested that additional dates be brought to the Board to meet following the workshop in order to solidify the plan information.

Director McQuary suggested that staff review general plans for other jurisdictions in order to see what references are included pertaining to public transit.

Chair Davis requested that MTD staff invite senior staff from local agencies to participate in the workshop discussions.

9. SOLICITATION FOR SUPPLY AND DELIVERY OF DIESEL FUEL -(ACTION MAY BE TAKEN)

Staff presented their request that the Board authorize the General Manager to enter into a contract with a diesel fuel supplier resulting from the current solicitation if the following criterion is met:

1. Price per gallon not to exceed the budgeted estimate for the second half of the year. (\$2.60)
2. That the bid be found to be reasonable and responsive.

After a brief discussion there was a motion by Director McQuary to approve staff's recommendation which was seconded by Director Tabor. Director Aceves made a substitute motion to strike item #1 from staff's proposed authorization criterion to enter into a contract with a diesel fuel supplier due to the fact that it does not allow for flexibility in choosing a bid that is agreeable and responsive. Chair Davis seconded the motion. The substitute motion passed unanimously.

10. GENERAL MANAGER'S REPORT UPDATE-(INFORMATIONAL)

General Manager Estrada reported that the Operations department has been preparing and is ready for the annual CHP Audit set to occur during the week of August 24th and, the 3rd Verification of Transit Training (VTT) for 2015 will take place the week of August 17th.

Mr. Estrada shared that MTD staff Steve Maas and Thais Sayat both attended a Federal Transit Administration (FTA) Financial Management Oversight (FMO) workshop in San Francisco on August 13th & 14th.

Mr. Estrada reported that the undercrossing reconstruction project at Castillo Street/Highway 101 by Caltrans is currently scheduled for completion in mid September. Buses that use the undercrossing have been delayed due to traffic congestion and further delays are anticipated once SBCC classes begin on August 24th. SBCC and MTD Planning staffs are coordinating to post notices to inform passengers of delays and detours.

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

General Manager Estrada shared that staff would like to hold a Development Committee meeting and a Finance Committee meeting before the next scheduled Board meeting. Ms. Garduno will reach out to the committee members for their availability.

Director Aceves informed staff and the Board that a presentation would be taking place at the Goleta City Council meeting scheduled in the afternoon in regards to the "Last Mile" service. He felt that following the presentation there would be sufficient information for the Board to be able to discuss this item at a future meeting.

Director Aceves also inquired about whether or not MTD staff was involved in discussions regarding housing units that are set to be developed on South Kellogg Ave. Staff informed the Board that they had not been involved in the discussion and Director Aceves felt concerned about this due to the fact that the new housing development will require access to public transit. General Manager Estrada stated that staff will look into this matter and bring the item back to a future Development Committee meeting for discussion.

12. ADJOURNMENT

Director Tabor moved to adjourn the meeting at 9:20 a.m. Director McQuary seconded the motion. The motion passed unanimously.

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of September 1, 2015
For the Period August 11, 2015 through August 24, 2015

MONEY MARKET

Beginning Balance August 11, 2015 **\$10,334,881.30**

Passenger Fares	162,229.16
Accounts Receivable	121,642.66
UCSB Fares	34,540.62
Advertising/Prepaid Deposi	34,540.62
Miscellaneous/Asset Sales	2,495.82
Total Deposits	355,448.88

ACH Garn/Escrow	(75.69)
ACH Pensions Transfer	(31,556.85)
ACH Tax Deposit	(131,926.11)
Payroll Transfer	(297,762.67)
Operations Transfer	(522,709.61)
Total Disbursements	(984,030.93)

Ending Balance **\$9,706,299.25**

CASH INVESTMENTS

LAIF Account	\$3,340,358.63
Money Market Account	9,706,299.25

Total Cash Balance **\$13,046,657.88**

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$3,928,545.40)
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Working Capital **\$9,118,112.48**

Santa Barbara Metropolitan Transit District
Accounts Payable

Check #	Date	Company	Description	Amount	Voids
110271	8/14/2015	ABC BUS COMPANIES INC	BUS PARTS	843.43	
110272	8/14/2015	B2B SERVICES DBA	OFFICE SUPPLIES	1,143.72	
110273	8/14/2015	BIG GREEN CLEANING CO. DBA	JANITORIAL SERV./SUPPLIES	5,240.00	
110274	8/14/2015	BNS ELECTRONICS, INC.	SANTA YNEZ SITE RENTAL	269.27	
110275	8/14/2015	BUENA TOOL, INC.	SHOP/B&G SUPPLIES	16.63	
110276	8/14/2015	CALIFORNIA ELECTRIC SUPPLY, I	SHOP/B&G SUPPLIES	133.49	
110277	8/14/2015	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	423.64	
110278	8/14/2015	CENTRAL COAST CIRCULATION, L	BUS BOOK DISTRIBUTION	575.00	
110279	8/14/2015	COAST, Coalition for Sustainable	SPONSORSHIP	500.00	
110280	8/14/2015	COMMUNITY ENVIRONMENTAL C	EARTH DAY REGISTRATION	275.00	
110281	8/14/2015	COMMUNITY RADIO, INC.	GIB. SITE RENTAL	242.03	
110282	8/14/2015	CINTAS CORPORATION	FIRST AID SUPPLIES	197.70	
110283	8/14/2015	COTTAGE HEALTH SYSTEM	EMPLOYEE ASSISTANCE PROGRAM	1,357.00	
110284	8/14/2015	COAST TRUCK PARTS	BUS PARTS	1,908.62	
110285	8/14/2015	COX COMMUNICATIONS, CORP.	INTERNET & CABLE TV	334.60	
110286	8/14/2015	CUMMINS PACIFIC, LLC	BUS PARTS	3,040.77	
110287	8/14/2015	CUMMINS-ALLISON CORPORATIO	OFFICE MACHINE PARTS/REPAIRS	520.36	
110288	8/14/2015	STATE OF CALIFORNIA DTSC	EPA MANIFEST ANNUAL FEE	200.00	
110289	8/14/2015	DELTA DENTAL OF CALIFORNIA	DENTAL INSURANCE	10,404.01	
110290	8/14/2015	DELTA DENTAL INSURANCE COM	DENTAL INSURANCE	2,244.60	
110291	8/14/2015	DOCUPRODUCTS CORPORATION	COPIER MAINTENANCE/SUPPLIES	58.81	
110292	8/14/2015	DOWNTOWN ORGANIZATION, INC	TC MAINTENANCE	450.00	
110293	8/14/2015	EASY LIFT TRANSPORTATION, IN	ADA SUBSIDY	68,792.58	
110294	8/14/2015	ERGOMETRICS, INC.	DRIVER TEST SCORING	61.00	
110295	8/14/2015	JERRY ESTRADA	REIMBURSEMENT	335.00	
110296	8/14/2015	GENFARE, A DIVISION OF SPX CO	FAREBOX REPAIRS & PARTS	2,656.73	
110297	8/14/2015	GIBBS INTERNATIONAL INC	BUS PARTS	3,170.23	
110298	8/14/2015	GILLIG LLC	BUS PARTS	5,516.63	
110299	8/14/2015	GRAINGER, INC.	SHOP/B&G SUPPLIES	71.58	
110300	8/14/2015	GUARDIAN-APPLETON (DENTAL I	DENTAL INSURANCE	4,005.27	
110301	8/14/2015	GUARDIAN-APPLETON (LIFE INS)	LIFE INSURANCE	556.63	
110302	8/14/2015	HAAGEN PRINTING TYPECRAFT, I	PRINTING SERVICES	5,433.48	
110303	8/14/2015	H&H WHOLESALE PARTS	BUS PARTS & SHOP SUPPLIES	458.01	
110304	8/14/2015	H.G. MAKELIM CO., INC.	BUS PARTS	492.51	
110305	8/14/2015	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	154.38	
110306	8/14/2015	HR AUTOGLASS DBA	BUS PARTS/REPAIRS	190.00	
110307	8/14/2015	INTERCON TECHNOLOGIES DBA	EV/CHARGER REPAIRS	3,574.00	
110308	8/14/2015	IPC (USA), INC.	BUS FUEL	122,965.74	

Check #	Date	Company	Description	Amount	Voids
110309	8/14/2015	JMPE ELECTRICAL ENGINEERING	PROFESSIONAL SERVICES	1,000.00	
110310	8/14/2015	KIMBALL MIDWEST	SHOP SUPPLIES	249.84	
110311	8/14/2015	IVAN KRIVOBARSKI	COASTAL EXPRESS REFUND	7.00	
110312	8/14/2015	LAWSON PRODUCTS INC	SHOP SUPPLIES	480.95	
110313	8/14/2015	LENVIK & MINOR ARCHITECTS, IN	ARCHITECTURAL SERVICES	9,964.08	
110314	8/14/2015	LYNDA.COM, INC.	SUBSCRIPTION	359.88	
110315	8/14/2015	STEVE MAAS	REIMBURSEMENT	120.00	
110316	8/14/2015	MC CORMIX CORP. (OIL)	LUBRICANTS	5,494.51	
110317	8/14/2015	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	2,470.02	
110318	8/14/2015	MCGOWAN GUNTERMANN	ANNUAL AUDIT	6,686.00	
110319	8/14/2015	MCMaster-CARR SUPPLY CO.	SHOP/B&G SUPPLIES	105.94	
110320	8/14/2015	MEDICAL EYE SERVICES, INC.	VISION INSURANCE	248.88	
110321	8/14/2015	KENNETH B. MILLS	PROCUREMENT SERVICES	2,072.00	
110322	8/14/2015	MISSION LINEN SUPPLY, INC	UNIFORM & LINEN SERVICE	5,318.24	
110323	8/14/2015	MURPHY ELECTRIC MAINTENANC	ELECTRICAL REPAIRS/INSTALLATION	2,151.52	
110324	8/14/2015	MOUNTAIN SPRING WATER	SHOP & OFFICE SUPPLIES	1,576.35	
110325	8/14/2015	NEW FLYER INDUSTRIES CANADA	BUS PARTS	729.51	
110326	8/14/2015	NEWARK ELECTRONICS, CORP.	BUS PARTS	426.77	
110327	8/14/2015	NU-COOL REDI GREEN, INC	COOLANTS & SHOP SUPPLIES	1,460.97	
110328	8/14/2015	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS & SOFTWARE	1,133.70	
110329	8/14/2015	PETTY CASH - ALEXANDER, NANC	MISC. PURCHASES	252.44	
110330	8/14/2015	PORT SUPPLY DBA	BUS PARTS	170.62	
110331	8/14/2015	PRAXAIR DISTRIBUTION, INC.	SHOP SUPPLIES	22.36	
110332	8/14/2015	SANTA BARBARA NEWS-PRESS	SUBSCRIPTION	60.00	
110333	8/14/2015	SILVAS OIL CO., INC.	LUBRICANTS	560.07	
110334	8/14/2015	SPECIAL DISTRICT RISK MGMT	MEDICAL HEALTH INSURANCE	48,091.98	
110335	8/14/2015	THAIS SAYAT	TRAVEL PER DIEM	120.00	
110336	8/14/2015	SANTA BARBARA TROPHY	DRIVER NAME PLATES	29.38	
110337	8/14/2015	SM TIRE, CORP.	BUS TIRE MOUNTING	917.50	
110338	8/14/2015	SO. CAL. EDISON CO.	UTILITIES	2,601.88	
110339	8/14/2015	SOAP MAN DISTRIBUTIN DBA	CLEANING SUPPLIES	142.56	
110340	8/14/2015	ALFREDO SOLIS	REIMBURSEMENT	42.00	
110341	8/14/2015	SPECIALTY TOOL & BOLT, LTD	SHOP SUPPLIES	135.17	
110342	8/14/2015	STAPLES INC. & SUBSIDIARIES	OFFICE SUPPLIES	1,605.22	
110343	8/14/2015	T.F. HUDGINS, INC.	BUS PARTS	114.51	
110344	8/14/2015	TANK TEAM INC.	TANK TESTS	1,038.00	
110345	8/14/2015	TEAMSTERS MISC SECURITY TRU	UNION MEDICAL INSURANCE	154,380.00	
110346	8/14/2015	UNITED PARCEL SERVICE, INC.	FREIGHT CHARGES	1.36	
110347	8/14/2015	INTERSTATE CAPITAL CORPORAT	UNIFORMS	674.65	
110348	8/14/2015	VALLEY POWER SYSTEMS, INC.	BUS PARTS	720.74	
110349	8/14/2015	VALLEY POWER SYSTEMS, INC.	BUS PARTS	1,850.90	

Check #	Date	Company	Description	Amount	Voids
110350	8/14/2015	VAQUERO SYSTEMS	AVL PROJECT SERVICES	3,388.75	
110351	8/14/2015	VERIZON CALIFORNIA	TELEPHONES	94.99	
110352	8/14/2015	VOLT MANAGEMENT CORP.	CONTRACT EMPLOYMENT	2,803.92	
110353	8/14/2015	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	1,859.57	
110354	8/14/2015	WAYTEK INC.	BUS PARTS & SHOP SUPPLIES	65.36	
110355	8/14/2015	WOOTTON PRINTING/MARLENE B	OFFICE SUPPLIES	397.52	
110356	8/21/2015	MARY DEAILÉ	PAYROLL RELATED	106.15	
110357	8/21/2015	STATE OF CALIFORNIA/FTB	PAYROLL RELATED	48.18	
110358	8/21/2015	NATIONAL DRIVE	PAYROLL DEDUCTION	96.00	
110359	8/21/2015	ANN BRADY OTTIERI	PAYROLL RELATED	277.00	
110360	8/21/2015	PB-RESERVE ACCOUNT	PREPAID POSTAGE	1,500.00	
110361	8/21/2015	SB COUNTY FEDERAL CREDIT UNI	PAYROLL DEDUCTION	1,060.00	
110362	8/21/2015	SANTA BARBARA SHERIFF'S DEPT	PAYROLL RELATED	75.00	
110363	8/21/2015	SO. CAL. EDISON CO.	UTILITIES	27.80	
110364	8/21/2015	THE GAS COMPANY DBA	UTILITIES	5,738.92	
110365	8/21/2015	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	413.20	
110366	8/21/2015	UNITED WAY OF SB	PAYROLL DEDUCTION	68.00	
110367	8/21/2015	U.S. DEPARTMENT OF EDUCATIO	PAYROLL RELATED	181.30	
110368	8/21/2015	YACO SCHOLARSHIP FUND	PAYROLL DEDUCTION	108.00	
				522,709.61	
				Current Cash Report Voided Checks:	0.00
				Prior Cash Report Voided Checks:	0.00
				Grand Total:	\$522,709.61

Santa Barbara Metropolitan Transit District
Cash Receipts of Accounts Receivable

Date	Company	Description	Amount
8/3/2015	S.B.C.A.G.	CEL Commuter Service - June '15	8,389.75
8/3/2015	S.B.C.A.G.	CEL Commuter Service - April '15	7,517.02
8/4/2015	S.B.C.A.G.	CEL Commuter Service - May '15	11,984.49
8/11/2015	ASTI Holding Company, LLC	Overpass Property Lease - Aug'15	15,389.18
8/11/2015	Santa Barbara Airport	Advertising on Buses	1,218.00
8/11/2015	UCSB - Parking Services-7001	Passes/Passports Sales	7,208.00
8/11/2015	UCSB Bookstore	Passes/Passport Sales	2,300.00
8/12/2015	County of Santa Barbara	Passes/Token Sales	3,287.00
8/12/2015	Godzilla Graphics	Advertising on Buses	3,645.00
8/14/2015	Council on Alcoholism & Drug Abuse	Advertising on Buses	1,293.00
8/14/2015	Council on Alcoholism & Drug Abuse	Advertising on Buses	1,293.00
8/14/2015	UCSB - Contract Fares	Contract Fares - July '15	34,540.62
8/20/2015	Department of Rehabilitation	Passes/Passports Sales	20.00
8/20/2015	Fritz Creative Marketing	Advertising on Buses	1,407.60
8/20/2015	Fritz Creative Marketing	Advertising on Buses	1,407.60
8/20/2015	Godzilla Graphics	Advertising on Buses	6,522.90
8/20/2015	KCSB - FM	Advertising on Buses	396.00
8/20/2015	MacDonald Media	Advertising on Buses	12,605.50
8/20/2015	Santa Barbara Airport	Advertising on Buses	1,218.00
Total Accounts Receivable Paid During Period			\$121,642.66



BOARD OF DIRECTORS REPORT

MEETING DATE: SEPTEMBER 1, 2015 **AGENDA ITEM #:** 7

TYPE: ACTION ITEM

PREPARED BY: STEVE MAAS

Signature

REVIEWED BY: GENERAL MANAGER

GM Signature

SUBJECT: Amendment to the MOU between MTD & Easy Lift

RECOMMENDATION:

Authorize the General Manager to sign the attached amendment to the Memorandum of Understanding (MOU) between MTD and Easy Lift.

DISCUSSION:

Under the Americans with Disabilities Act (ADA), the Federal Transit Administration (FTA) requires transit agencies to ensure that complementary paratransit service is available for persons with disabilities who are unable to ride fixed-route bus service. As the Board is aware, MTD contracts with Easy Lift Transportation, Inc., a local non-profit company, to provide this ADA paratransit service.

The FTA requires transit agencies to ensure that denials of ADA paratransit service due to service constraints are kept to a minimum. In recent months, Easy Lift has seen a significant increase in the demand for the ADA paratransit service that they provide for MTD. This has resulted in a substantial increase in denied trips. Mr. Ernesto Paredes, Easy Lift Executive Director, requested an increase in funding from MTD for FY 2015-16. The Board approved an increase that was included in the FY 2015-16 Operating and Capital Budget adopted by the Board on June 9.

The Amendment (attached) to the MOU between MTD and Easy Lift (attached) memorializes the increase in funding. Staff recommends that the Board authorize the General Manager to sign the Amendment.

ATTACHMENT:

- Existing MOU between MTD and Easy Lift
- Amendment to the MOU

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

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

RECITALS

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

WHEREAS, Easy Lift is a California 501(c)3 nonprofit corporation that desires to provide the ADA complementary paratransit service on behalf of MTD and has been standing in the shoes of the fixed-route operator for this purpose for many years; and

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

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

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

WITNESS

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

1. Existing Memorandum of Understanding.

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

2. Definitions.

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

3. Purpose.

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

4. Term.

- A. This Agreement shall commence on July 1, 2013, and shall continue until June 30, 2014, unless terminated or canceled as set forth in Articles 9 and 10 or superseded by a future amendment, with such extensions as are provided herein.
- B. Upon the approval of the General Manager of MTD and the Executive Director of Easy Lift, and provided that this Agreement is in effect at the time, the Agreement may be extended for a period of one additional year upon each, July 1, 2014, and July 1, 2015, for a total possible term of three (3) years to and including June 30, 2016.

5. Compensation.

- A. MTD agrees to pay Easy Lift a maximum compensation of \$624,268 for fiscal year 2014 for operating expenses to provide the transportation services described herein between July 1, 2013 and June 30, 2014. The maximum compensation shall be adjusted by mutual consent if MTD requests an adjustment in the amount of complementary paratransit service provided.
- B. All ADA Dial-A-Ride farebox revenue collected by Easy Lift shall be utilized for the provision of ADA paratransit service within MTD's jurisdiction for individuals who are eligible for ADA paratransit service.

- C. Upon exercise of approval for extension pursuant to Article 4.B herein, services shall continue to be provided under and upon the same terms, provisions, limitations and conditions as provided for the initial term, except that the annual compensation paid by MTD to Easy Lift shall be adjusted by a percentage equal to but not exceeding the increase in the Consumer Price Index reported for the January immediately preceding the start of the fiscal year over the Base Index provided herein. The Consumer Price Index to be used shall be the U.S. Department of Labor Consumer Price Index for All Urban Consumers, All Items, for Los Angeles – Riverside – Orange County, CA (1982-84 = 100). The Base Index shall be such Consumer Price Index as reported on January 1, 2013.
 - D. Easy Lift shall remit monthly invoices to MTD following the end of the month for which payment is requested. MTD shall remit payment for each invoice within thirty (30) calendar days of receipt of monthly invoice.
 - E. The monthly invoices submitted following the end of each month of each fiscal year of this Agreement shall be in the amount of one-twelfth of the total compensation for the fiscal year.
 - F. If in any year during the term of this Agreement, Easy Lift does not intend to submit an application for any public subsidy, Easy Lift shall notify MTD not less than thirty (30) calendar days preceding the date application for such public subsidy is due. If in any year during the term of this Agreement, Easy Lift fails to receive any public subsidy that Easy Lift received in the prior year, Easy Lift shall notify MTD within fourteen (14) calendar days following the date Easy Lift is notified that such public subsidy was not awarded.
6. Scope of Services.
- A. In consideration of the compensation provided for in this Agreement, and subject to the terms of this Agreement, Easy Lift agrees to operate accessible curb-to-curb complementary paratransit service to ADA paratransit eligible persons as set forth in the ADA and this Agreement.
 - B. MTD shall coordinate with Easy Lift when planning route or schedule changes that may impact the number of hours of ADA complementary paratransit service required. Should MTD's hours of operation or route coverage change, MTD shall provide Easy Lift thirty (30) days notice of any such change so that Easy Lift may comply with any such change. As described in Article 5.A herein, the maximum compensation shall be adjusted by mutual consent if the MTD requests an adjustment in the amount of complementary paratransit service provided. During each fiscal year throughout the term of the Agreement, Easy Lift shall provide sufficient hours of ADA paratransit service to meet MTD's ADA requirements.

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

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

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

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

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

7. Monitoring Program.

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

A. Monthly.

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

B. Quarterly.

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

C. Every six months.

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

D. Annually.

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

E. As needed.

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

8. Civil Rights.

Easy Lift agrees to comply with the following requirements:

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

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

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

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

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

- 4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - 5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - 6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - 7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - 8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
 - 9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 - 10) Any implementing requirements FTA may issue.
- D. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement.

9. Remedies for Breach of Contract.

- A. Either party may, by written notice of default, terminate the whole or any part of this Agreement if either party fails to perform the services or provide financial contributions stipulated within the time specified herein or any extension thereof; or if either party fails to perform any of the other provisions of the Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of thirty (30) days (or such longer period as mutually agreed upon by the parties in writing) after receipt of notice from the party specifying such failure.
- B. If the Agreement is terminated in whole or in part for default, MTD may procure, upon such terms and in such manner as the MTD Procurement Officer may deem appropriate, supplies or services similar to those so terminated. Easy Lift shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause.
- C. Except with respect to defaults of subcontractors, Easy Lift shall not be liable for any excess costs if the failure to perform the Agreement arises out of cause beyond the control and without the fault or negligence of Easy Lift. If the failure to perform the Agreement arises out of causes beyond the control of both Easy Lift and subcontractor, and without the fault or negligence of either of them, Easy Lift shall not be liable for any excess costs for failure to perform, unless the supplies or services to be

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

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

10. Termination.

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

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

11. Insurance Requirements.

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

A. Comprehensive General Liability.

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

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

B. Workers' Compensation and Employer' Liability.

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

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

C. Comprehensive Business Auto.

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

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

D. Endorsements.

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

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

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

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

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

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

E. Proof of Coverage.

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

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

F. Special Provisions.

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

12. Employee Fidelity Bond.

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

13. Indemnification.

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

14. Health and Safety.

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

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

15. Notices.

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

To MTD:

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

To Easy Lift:

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

16. Independent Contractor.

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

17. Third Party Obligations.

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

18. Assignment of Work.

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

19. Applicable Law.

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

20. Nonwaiver.

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

21. Contract Changes.

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

22. Integrated Agreement; Waiver.

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

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

23. Counterparts.

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

24. Captions.

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

25. Partial Invalidity.

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

26. CTSA Designation.

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

27. ADA Requirements.

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

28. Third Party Beneficiary.

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

29. Ambiguities.

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

30. Interest of Members of or Delegates to Congress

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

31. Prohibited Interests.

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

32. Access to Records & Reports.

The following access to records requirements apply to this Agreement:

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

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

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

34. Covenant against Contingent Fees.

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

35. Covenant against Gratuities.

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

36. Environmental Protection.

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

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

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

37. Energy Conservation Requirements.

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

38. Charter & School Bus.

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

39. Drug & Alcohol Testing.

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

40. Lobbying.

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

41. Federal Changes.

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

42. No Government Obligation to Third Parties.

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

43. Program Fraud & Fraudulent Statements.

Easy Lift agrees to comply with the following:

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

- penalties that may be applicable, Easy Lift further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Easy Lift to the extent the Federal Government deems appropriate.
- B. Easy Lift also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on Easy Lift, to the extent the Federal Government deems appropriate.
 - C. Easy Lift agrees to include this clause in all subcontracts issued pursuant to this Agreement.

44. Debarment & Suspension.

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

45. Privacy Act.

Easy Lift agrees to comply with the following:

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

46. Disadvantaged Business Enterprise (DBE).

Easy Lift agrees to comply with the following requirements:

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

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

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

47. Incorporation of Federal Transit Administration Terms.

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

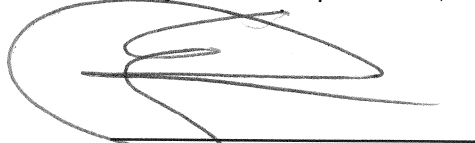
IN WITNESS WHEREOF, parties hereto have executed this Agreement as the Amended Memorandum of Understanding on the date set forth below the signatures executing this Agreement.

Santa Barbara Metropolitan
Transit District


General Manager

5/30/13
Date

Easy Lift Transportation, Inc.


Executive Director

5/20/13
Date

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

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


Authorized Official Signature

Ernesto Paredes
Authorized Official Name

5/28/13
Date of Signature

Executive Director
Authorized Official Title

Easy Lift Transportation
Business Name of Contractor

AMENDMENT 1 TO
AMENDED
MEMORANDUM OF UNDERSTANDING
FOR PROVISION OF
AMERICANS WITH DISABILITIES ACT (ADA)
COMPLEMENTARY PARATRANSIT SERVICES

THIS Amendment 1 to the Amended Memorandum of Understanding is entered into by and between the **SANTA BARBARA METROPOLITAN TRANSIT DISTRICT**, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code (hereinafter referred to as "MTD"), and **EASY LIFT TRANSPORTATION, INC.**, a corporation (hereinafter referred to as "Easy Lift") (collectively "the parties"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Amendment.

RECITALS

WHEREAS, on or about May 30, 2013 the Parties executed an Amended Memorandum of Understanding for Provision of Americans with Disabilities Act (ADA) Complementary Paratransit Service (the "Amended MOU"); and

WHEREAS, the General Manager of MTD and the Executive Director of Easy Lift approved the extension of the Agreement as provided in Section 4.B of the Amended MOU; and

WHEREAS, Easy Lift has requested an adjustment in the maximum amount of annual compensation to be paid by MTD to Easy Lift for Fiscal Year 2015-2016 for the services Easy Lift provides pursuant to the Amended MOU; and

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

WHEREAS, on or about June 9, 2015 the Board of Directors of MTD approved a Fiscal Year 2015-16 Operating and Capital Budget providing for maximum compensation to Easy Lift of \$825,511 for fiscal year 2015-16; and

WHEREAS, to continue their collaborative relationship, the parties desire to amend the parties' existing Amended MOU to provide additional funding for the ADA complementary paratransit requirements of MTD within MTD's existing service area.

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

1. In lieu of calculating fiscal year 2015-16 compensation to be paid by MTD to Easy Lift as provided in Section 5.C of the Amended MOU, MTD shall pay Easy Lift a maximum compensation of \$825,511 for fiscal year 2015-16 for operating expenses to provide the transportation services described herein between July 1, 2015 and June 30, 2016.
2. In all other respects, this MOU shall remain unchanged and in full effect.

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

Santa Barbara Metropolitan
Transit District

Easy Lift Transportation, Inc.

General Manager

Executive Director

Date

Date



BOARD OF DIRECTORS REPORT

MEETING DATE: SEPTEMBER 1, 2015

AGENDA ITEM #: 8

TYPE: ACTION

PREPARED BY: Jerry Estrada

Signature

REVIEWED BY: GENERAL MANAGER

GM Signature

SUBJECT: 457(b) Pension Plan

RECOMMENDATION:

Staff recommends that the Board of Directors approve the following two items associated with the administration of the 457(b) Pension Plan for represented employees:

1. Staff recommends that the Board of Directors approve the attached Amendment to the 457(b) Plan Document
2. Staff recommends that the Board of Directors approve the attached resolution officially authorizing the formation of a participant committee for the 457(b) Pension Plan

DISCUSSION:

MTD sponsors and contributes to the following two pension plans for its employees:

1. 401(k) Pension Plan – Defined Contribution (non-represented employees only)
2. Western Conference of Teamsters Pension Plan – Defined Benefit (represented employees only)

A third pension plan is sponsored by MTD for its represented employees to which the agency does not contribute funding.

1. 457(b) Pension Plan¹

¹ The 457(b) employer sponsored plan is voluntarily offered by MTD and is not subject to the collective bargaining agreement between the District and Teamsters Local 186.

As per discussions between management and elected representatives of the union, shop stewards, a transition from one retirement product offered by Voya to a new product is underway. The new product will result in the reduction of fees charged to participants as well as offer more administrative assistance in the management of the program. The proposed amendment to the existing Plan Document is needed to finalize the transition to the new plan.

Additionally, the formation of a committee consisting of participants is needed to properly administer the program.

ATTACHMENT:

457(b) Plan Document Amendment
Board Resolution

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

457(b) DEFERRED COMPENSATION PLAN

AMENDMENT

The Santa Barbara Metropolitan Transit District 457(b) Deferred Compensation Plan (the "Plan") is hereby amended.

1. Article I of the Adoption Agreement is hereby amended as follows:
The name of the Plan as adopted by the Employer is Santa Barbara MTD 457b Plan.
2. Section 2.01(h) of the Adoption Agreement is amended, as follows:
The first day of the payroll period following the Employee's satisfaction of the Plan's eligibility conditions and Employee's submission of a Salary Reduction Agreement to the Employer. Salary Reduction Contributions shall not commence until the month following the month the Employee has executed a Salary Reduction Agreement.
3. Section 4.05(e) of the Adoption Agreement is amended, as follows:
Rollover Contributions will be accepted by the Plan, subject to approval by the Plan Administrator. A Participant may elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
4. Sections 8.01 and 8.16 of the Adoption Agreement are amended, as follows:
The Employer may hold all or part of the Deferred Compensation in one or more custodial accounts and annuity contracts in accordance with Section 457(g) and 401(f) of the Code.
5. Section 4.02(B) of the Basic Plan Document is amended to remove the second sentence, which purports to limit subsequent elections by a Participant.
6. Section 4.07(E)(4) of the Basic Plan Document is amended to read as follows:
A mandatory distribution is an eligible rollover distribution without the Participant's consent. A distribution to a beneficiary is not a mandatory distribution.
7. Section 6.01 of the Basic Plan Document is amended to remove all references to "successive" Beneficiaries. A Participant may designate primary and contingent

Beneficiaries, but not successive Beneficiaries.

8. The effective date of this Amendment shall be October 1, 2015.

SANTA BARBARA METROPOLITAN
TRANSIT DISTRICT

Dated: _____ By: _____

Title: _____

RESOLUTION
of the
BOARD OF DIRECTORS
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

IN THE MATTER OF AUTHORIZING THE
“EMPLOYER” TO APPOINT AN ADMINISTRATIVE
COMMITTEE TO ADMINISTER THE SANTA
BARBARA METROPOLITAN TRANSIT DISTRICT’S
457(b) DEFERRED COMPENSATION PLAN

RESOLUTION NO. 2015-06

WHEREAS, Santa Barbara Metropolitan Transit District (the “Employer”) has adopted and maintained the Santa Barbara Metropolitan Transit District 457(b) Deferred Compensation Plan (hereinafter referred to collectively as the “Plan”);

NOW, THEREFORE, BE IT RESOLVED that the Employer may appoint an administrative committee to administer the Plan and to monitor the Plan’s investments.

The Committee shall consist of at least three members. The Employer shall appoint the members. A committee member may resign by delivering a written notice of resignation to the Employer. The Employer may remove any member (with or without cause) by delivering a copy of its resolution removing such member

Any action of the committee shall be taken pursuant to a majority vote, or to the written consent of a majority, of its members.

RESOLVED FURTHER that the Employer shall indemnify and save harmless to the extent permitted by applicable law any individual serving as a member of the Plan’s administrative committee against any and all expenses, liabilities and claims (including legal fees incurred to defend against liabilities and claims) arising out of their discharge in good faith of responsibilities under or incident to the Plan.

Expenses and liabilities arising out of willful misconduct shall not be covered under this indemnity.

This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the Employer or provided by the Employer under any bylaw, agreement or otherwise.

Payments with respect to any indemnity and payment of expenses or fees shall be made only from assets of the Employer and shall not be made from Plan assets.

RESOLVED FURTHER that the appropriate officers are hereby authorized and directed to execute any and all documents and take any actions as may be necessary or appropriate in order to carry out the purpose of the foregoing resolutions.

PASSED AND ADOPTED by the Board of Directors of the Santa Barbara Metropolitan Transit District this 1st day of September, 2015 by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors



BOARD OF DIRECTORS REPORT

MEETING DATE: SEPTEMBER 1, 2015 **AGENDA ITEM #:** 9

TYPE: ACTION

PREPARED BY: NATASHA GARDUNO

Signature

REVIEWED BY: GENERAL MANAGER

GM Signature

SUBJECT: CAL-CARD (STATE OF CALIFORNIA'S PURCHASING CARD)

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the General Manager and MTD's Attorney to file an application with U.S. Bank National Association for a CAL-Card account offered by the State of California.

DISCUSSION:

The Department of General Services (DGS) Procurement Division (PD) sets state procurement policies and provides purchasing services. It delegates purchasing authority and provides innovative purchasing methods that save taxpayers' dollars, integrating quality solutions to meet customers' needs.

The Department of General Service, Procurement Division (DGS PD) entered into a Participating Addendum (Cooperative Agreement) with U.S. Bank National Association for purchase card services to support the State of California Purchase Card (CAL-Card) Program. The agreement provides eligible participating agencies with VISA purchase card services for the acquisition of goods and services.

Staff met with the Finance Committee regarding the agency's credit card account and its policy and procedures for purchases. The Finance Committee requested that staff look into an option that would provide safeguards and restrictions for the agency's credit card purchases. The CAL-Card program includes a list of prohibited purchases and also allows for each agency/organization to further restrict the type of purchases authorized through custom administrator controls. These controls can regulate approved vendors, transaction purchase limits, authorized users, etc. The program also provides administrators with various account tools related to program management and reporting.

ATTACHMENT:

Resolution 2015-07

Local Agency Subscription Agreement

RESOLUTION
of the
BOARD OF DIRECTORS
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

IN THE MATTER OF AUTHORIZING THE FILING
OF AN APPLICATION WITH U.S. BANK NATIONAL ASSOCIATION FOR A CAL-CARD ACCOUNT

RESOLUTION NO. 2015-07

WHEREAS, the State of California has entered into a Participating Addendum Agreement 7-14-99-22 with U.S. Bank National Association (Contractor) to provide purchase card services for the State of California Purchase Card (CAL-Card) Program to participating state and local governmental agencies.

NOW, THEREFORE, BE IT RESOLVED that the General Manager, Jerry Estrada and MTD's Attorney are authorized to execute and file a Local Agency Subscription Agreement with U.S. Bank National Association.

PASSED AND ADOPTED by the Board of Directors of the Santa Barbara Metropolitan Transit District this 1st day of September, 2015 by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

State of California Participating Addendum No. 7-14-99-22
Local Agency Subscription Agreement

This Local Agency Subscription Agreement ("**Local Agency Subscription Agreement**") constitutes an agreement to participate under the terms and conditions of the Purchase Card Services Participating Addendum No. 7-14-99-22 ("**Participating Addendum**") signed September 29, 2014 and entered into by U.S. Bank National Association ("**U.S. Bank**") and the State of California, Department of General Services ("**State**"). This Local Agency Subscription Agreement is entered into by U.S. Bank and the "**Local Governmental Agency**" identified herein, and shall become effective upon signing by U.S. Bank ("**Effective Date**").

RECITALS

- A. The State has entered into the Participating Addendum for the purpose of making available a Purchase Card Program as described in the Participating Addendum for use by State of California state agencies and local governmental agencies;
- B. The State is willing to permit Local Governmental Agency to participate in the Purchase Card Program provided that Local Governmental Agency assumes all responsibility and liability for Local Governmental Agency's performance of the terms and conditions of the Participating Addendum as if Local Governmental Agency was the entity signing the Participating Addendum, but Local Governmental Agency shall not be liable for the acts and omissions of the State under the Participating Addendum or this Local Agency Subscription Agreement. The State shall not bear liability or responsibility for Local Governmental Agency under the Participating Addendum or this Local Agency Subscription Agreement; and
- C. Local Governmental Agency has received a copy of the Participating Addendum from the State, and after a thorough review of the Participating Addendum, desires to participate as a Local Governmental Agency under the Participating Addendum. Participating Addendum No. 7-14-99-22 is incorporated into this Local Agency Subscription Agreement in its entirety and all terms and conditions of the Participating Addendum apply to the Local Governmental Agency.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, the mutual premises and covenants set forth in the Participating Addendum, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

1. **Local Governmental Agency Responsibility.** Local Governmental Agency agrees to accept and perform all duties, responsibilities and obligations required of Participating Agencies as set forth in the Participating Addendum.
2. **Authority.** The representations, warranties and recitals of Local Governmental Agency set forth in this Local Agency Subscription Agreement and the Participating Addendum constitute valid, binding and enforceable agreements of Local Governmental Agency. All extensions of credit made to Local Governmental Agency pursuant to this Local Agency Subscription Agreement and the Participating Addendum will be valid and enforceable obligations of Local Governmental Agency and Local Governmental Agency shall pay to U.S. Bank all Debts incurred by Local Governmental Agency in accordance with the terms of the Participating Addendum and this Local Agency Subscription Agreement. The execution of this Local Agency Subscription Agreement and the performance of the obligations hereunder and under the Participating Addendum are within the power of Local Governmental Agency, have been authorized by all necessary action and do not constitute a breach of any contract to which Local Governmental Agency is a party or is bound.
3. **Purpose of Card Use.** Local Governmental Agency declares that cards shall be used for official Local Governmental Agency purchases only, and shall not be used for individual consumer purchases or to incur consumer debt. Local Governmental Agency warrants that it possesses the financial capacity to perform all of its obligations under the Participating Addendum and this Local Agency Subscription Agreement.

4. The notice address for Local Governmental Agency is:

Attn: _____

5. **Authorization.** Local Governmental Agency certifies to U.S. Bank that the person executing this Local Agency Subscription Agreement is authorized by Local Governmental Agency in accordance with its organization rules and applicable law to bind Local Governmental Agency to the terms and conditions of this Local Agency Subscription Agreement, including the authority to incur Debt in the name of Local Governmental Agency.
6. **Execution.** By signing below, the individual(s) signing this Local Agency Subscription Agreement is/are acting in his or her capacity as an authorized signing officer of Local Governmental Agency and not in his or her personal capacity, and certifies and warrants that (1) all action required by Local Governmental Agency organizational documents to authorize the signer(s) to act on behalf of Local Governmental Agency in all actions taken under this Local Agency Subscription Agreement, including but

not limited to, the authority to incur Debt on behalf of Local Governmental Agency, has been taken, (2) each signer is empowered in the name of and on behalf of Local Governmental Agency to enter into all transactions contemplated in this Local Agency Subscription Agreement, and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.

7. **Reliance.** Local Governmental Agency has read, understands and agrees to all terms and conditions in this Local Agency Subscription Agreement and the Participating Addendum, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth herein.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, executed this Local Agency Subscription Agreement.

Dated this _____ day of _____, 20____	Dated this _____ day of _____, 20____
By Local Governmental Agency:	By U.S. Bank:
_____	U.S. Bank National Association
(Name)	
_____	_____
(Signature of Authorized Signer)	(Signature of Authorized Signer)
_____	Kelly M. Caspers
(Printed Name of Authorized Signer)	(Printed Name of Authorized Signer)
_____	Vice President
(Printed Title of Authorized Signer)	(Printed Title of Authorized Signer)

Approved as to form:

(Signature of Attorney for Local Governmental Agency)

(Printed Name of Attorney)



BOARD OF DIRECTORS REPORT

MEETING DATE: SEPTEMBER 1, 2015 **AGENDA ITEM #:** 10

TYPE: INFORMATIONAL

PREPARED BY: STEVE MAAS

Signature

REVIEWED BY: GENERAL MANAGER

GM Signature

SUBJECT: **Upcoming Transit Funding Opportunities Update**

RECOMMENDATION:

Receive update regarding various transit funding opportunities expected to be available over the coming months.

DISCUSSION:

This update includes several potential funding opportunities that are expected to be available in the coming months. These are:

- **California Cap-and-Trade**

- Low Carbon Transit Operations Program (LCTOP)
 - ✓ Administered by Caltrans
 - ✓ Formula funds for transit operating and capital
- Transit and Intercity Rail Capital Program (TIRCP)
 - ✓ Administered by Caltrans
 - ✓ Statewide competitive funds for transit capital
- Zero-Emission Truck and Bus Pilot Projects
 - ✓ Administered by California Air Resources Board (ARB)
 - ✓ Statewide competitive funds for transit capital

- **Other California Funding**

- Hybrid and Zero-Emission Voucher Incentive Project (HVIP)
 - ✓ Administered by California ARB & CALSTART
 - ✓ Vouchers to help offset the cost of zero-emission buses

- **Federal Transit Administration**

- Low or No Emission Vehicle Deployment Program (LoNo)
 - ✓ Administered by FTA
 - ✓ Nationwide competitive funds for transit capital

- **Santa Barbara County Measure A**

- South Coast Bike & Pedestrian Program
 - ✓ Administered by SBCAG
 - ✓ Competitive funds for projects to benefit bicyclists & pedestrians

Each of these funding opportunities is discussed below.

LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)

Background

California cap-and-trade auction proceeds are appropriated to several programs, including the LCTOP, which is administered by Caltrans. The LCTOP provides formula funds to transit agencies based on the agency's percentage of statewide fare revenue and to regional transportation planning agencies (such as SBCAG) based on the area's percentage of statewide population. All projects funded with auction proceeds must demonstrate greenhouse gas reduction, and LCTOP funds in particular are to be used for new or enhanced transit service.

MTD is the only transit agency authorized by the LCTOP guidelines to be a Project Lead for South Coast projects, and the Board determines the use of its direct allocation. SBCAG determines the allocation of its countywide funds to transit projects throughout the county. However, agencies that include communities designated as disadvantaged by the California Environmental Protection Agency (CalEPA) must ensure that at least 50 percent of LCTOP expenditures benefit those disadvantaged communities. CalEPA designated one such community in the county, located in Santa Maria. Thus, 50 percent of the SBCAG countywide funds must go to projects that benefit that community.

The *2040 Regional Transportation Plan and Sustainable Communities Strategy* (RTP-SCS) adopted by the SBCAG Board in August 2013 includes an "enhanced transit strategy" that commits to transit service expansion as new revenue sources (such as the LCTOP) become available. The RTP-SCS identified only two "transit priority areas" in Santa Barbara County, and both of those are served by MTD.¹

¹The two "transit priority areas" are the Santa Barbara neighborhoods served by MTD Lines 1 & 2 and the State and Hollister corridor served by MTD Lines 6 & 11.

FY 2015 LCTOP Cycle

For the FY 2015 LCTOP cycle, the total statewide allocation for the program was \$25,000,000. MTD received a direct allocation of \$41,070, and SBCAG received \$141,219 in countywide funds. SBCAG awarded \$60,609 of the countywide funds to MTD. Thus, MTD received a total of \$101,679. As approved by the Board, those funds will be used for A.M. peak-period frequency enhancement of Lines 1 & 2, beginning November 30, 2015.

FY 2016 LCTOP Cycle

Staff attended a Caltrans workshop on August 18 that provided updated information on the LCTOP for FY 2016. Beginning in FY 2016, current state legislation continuously appropriates 5 percent of cap-and-trade auction proceeds to the LCTOP.² Caltrans believes that the auction proceeds for the year will total, at a minimum, \$2.0 billion. If this is correct, it will result in, at a minimum, \$100 million for the LCTOP (a four-fold increase over the FY 2015 allocation).

At that level of funding, if MTD and SBCAG receive the same share of the total as in FY 2015, MTD would receive approximately \$160,000, and SBCAG would receive approximately \$560,000. SBCAG will, once again, be required to allocate 50 percent (\$280,000) of the countywide funds to one or more projects that benefit the identified disadvantaged community in Santa Maria. It remains to be determined how much of the remaining \$280,000 SBCAG would allocate to MTD.

The tentative timeline for the FY 2016 LCTOP cycle is as follows:

- September 1 - State notifies agencies of the amount of funds available.
- September 29 - Deadline for MTD Board to approve project proposals, for projects that include countywide funds that flow through SBCAG.
- October 5 - Deadline to submit project proposals to SBCAG, for projects that include countywide funds that flow through SBCAG.
- November 1 - Project proposals due to Caltrans.
- February 1 – Approval of eligible projects

TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP)

The TIRCP is another program funded by California cap-and-trade auction proceeds. The California State Transportation Agency (CalSTA) works with

²Two bills that have been introduced in the state legislative special session (SBX1-8 and ABX1-7) would, if they become law, double the percentage of auction proceeds continuously appropriated to the LCTOP from 5 percent to 10 percent.

Caltrans to develop and update guidelines, review applications, and make funding recommendations to the California Transportation Commission (CTC), and the CTC awards grants. Beginning in FY 2016, current state legislation continuously appropriates 10 percent of cap-and-trade auction proceeds to the TIRCP.³

A minimum of 25 percent of TIRCP funds must be dedicated to disadvantaged communities as defined by CalEPA. As with other cap-and-trade programs, MTD is not eligible for that portion of the funds.

MTD submitted an application for FY 2015 TIRCP funding, but was not awarded funding. Caltrans continues to encourage MTD to apply for funds in future cycles. Caltrans does not currently have a date for the second call for projects, which could come as early as this fall or as late as next spring.

ZERO-EMISSION TRUCK AND BUS PILOT PROJECTS

The Air Quality Improvement Program (AQIP) of the California Air Resources Board includes programs to incentivize the purchase of low-emission and zero-emission vehicles. The AQIP includes a cap-and-trade funded pilot program for the purchase of zero-emission trucks and buses. The goal of the program is to expedite broader commercial acceptance of zero-emission vehicles through successful applications and positive exposure.

Again, as with other cap-and-trade programs, much of the money is set aside for projects that benefit a disadvantaged community as designated by CalEPA. ARB expects that projects that do not benefit one or more of these communities could compete for a total of \$17.5 million of the \$65 million statewide that is expected to be available in the initial solicitation.

ARB hopes to release the initial solicitation for this program as early as September 30, 2015. However, if there is any delay in approval of the state budget the solicitation will likely be delayed as well.

HYBRID AND ZERO-EMISSION VOUCHER INCENTIVE PROJECT (HVIP)

The HVIP program is also under the umbrella of AQIP. The California ARB has teamed with CALSTART (of which MTD is a member) to administer this program, which provides vouchers to offset a portion of the cost of certain vehicles. Although HVIP is not a cap-and-trade program, and is not restricted to projects

³Two bills that have been introduced in the state legislative special session (SBX1-8 and ABX1-7) would, if they become law, double the percentage of auction proceeds continuously appropriated to the TIRCP from 10 percent to 20 percent.

that benefit a CalEPA-designated disadvantaged community, such projects do qualify for an additional \$15,000 per vehicle above the base voucher.

The base voucher for an approved battery-electric 40-ft. or 30-ft. transit bus is \$95,000.⁴ (Smaller battery-electric vehicles are eligible for reduced vouchers.) Various additional incentives can increase the base voucher amount. MTD would be eligible to apply for these vouchers with the purchase of eligible vehicles.

FTA LOW OR NO EMISSION VEHICLE DEPLOYMENT PROGRAM (LoNo)

The main purpose of the LoNo Program is to deploy the cleanest and most energy efficient U.S.-made transit buses that have been largely proven in testing and demonstrations but are not yet widely deployed in transit fleets. The LoNo Program provides funding to transit agencies for capital acquisitions and leases of zero emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities such as recharging, refueling, and maintenance facilities.

The funding available for the FY 2015 cycle is expected to total \$22.5 million nationwide. The FTA is expected to release a notice of funding advisory by September 30. MTD intends to work with CALSTART to submit an application for LoNo funding.

MEASURE A SOUTH COAST BIKE & PEDESTRIAN PROGRAM

This program funds projects through a competitive grant process to expand and improve the South Coast's network of bicycle and pedestrian facilities. Cities and the County are eligible project sponsors. School districts, universities, colleges, transit agencies, and Caltrans are eligible sponsors with a city or county cosponsor. Funds can be used for planning, project development, and construction of capital projects, education programs, and maintenance.

SBCAG expects the next funding cycle to take place this fall. In a prior cycle, MTD applied for funds to improve certain bus stops, but was not awarded funding. In the upcoming cycle, MTD intends to partner with one or more of the eligible project cosponsors to apply for funds to replace the current two-bike racks with three-bike racks.

⁴Currently, there are no hybrid transit buses that qualify for an HVIP voucher.



BOARD OF DIRECTORS REPORT

MEETING DATE: SEPTEMBER 1, 2015

AGENDA ITEM #: 11

TYPE: ACTION ITEM

PREPARED BY: STEVE MAAS

Signature

REVIEWED BY: GENERAL MANAGER

GM Signature

SUBJECT: Discussion of Strategic Plan Workshop

RECOMMENDATION:

Discuss recommendations from the Development Committee regarding the upcoming MTD Strategic Plan workshop.

DISCUSSION:

The Development Committee met on Thursday, August 27, and refined their recommendations regarding the upcoming Strategic Plan workshop. Recommendations regarding the workshop are attached. The Committee has scheduled the workshop to be held over two Board meetings, on September 15 and September 29.

An example one-page Strategic Plan is also attached. The committee recommends that the MTD Strategic Plan be formatted in a similar manner. Additional information could be provided as an attachment to the one-page Plan, as appropriate.

ATTACHMENTS:

- Development Committee Recommendations Regarding the Strategic Plan Workshop
- Example Strategic Plan



Development Committee Recommendations For the Strategic Plan Workshop

DATE & TIME

Tuesday, September 15, & Tuesday, September 29, 2015, 8:30 to Noon

PARTICIPANTS

Daniel Iacofano (facilitator), MTD Board and staff, representatives from partner agencies

PROPOSED AGENDA

1. Introduction & Overview
 - a. Status of current Plan: successes, disappointments, work in progress
2. Identify Primary Strategic Issues (see Potential Issues below)
 - a. Environmental Scan
3. Measure Success of the Strategic Plan
4. Review Vision, Mission, & Goals
5. Develop Objectives
 - a. Must be specific, timely and measurable
6. Discuss Implementation of Strategic Plan
7. Next Steps
 - a. Process and public participation

POTENTIAL STRATEGIC ISSUES FOR DISCUSSION

- | | |
|---|---|
| 1. Enhancing operating & capital funding opportunities | 9. Evaluating the use of new technologies in operations & customer service |
| 2. Reviewing fare policies & farebox return ratio | 10. Improving MTD's marketing strategies & customer service |
| 3. Evaluating MTD service for adjustments due to possible increases or decreases in funding | 11. Conducting facilities planning for all MTD properties |
| 4. Refining MTD's definition(s) of service for transit dependent riders | 12. Defining MTD's relationship to interregional transit services |
| 5. Preparing for new growth & development in Goleta & elsewhere | 13. Developing strategies to address MTD's unfunded liabilities |
| 6. Receiving input from partner agencies regarding transit plans & policies in General & Regional Plans | 14. Enhancing MTD's ability to influence state & federal legislation |
| 7. Receiving input from community stakeholders & employees through the public participation process | 15. Conducting analyses of major trends, including projected economic & demographic changes |
| 8. Reviewing MTD's long-term fuel path | 16. Developing policy on cash reserves & investments |

FY 2015 STRATEGIC PLAN

Our primary mission is to provide a safe, reliable, and efficient transportation system for the region

Our vision is to be the transportation service of choice for the residents we serve

CORE VALUES

Customer Service

We serve our customers well because we are empowered by the strength, contributions, and dedication of our employees. We treat each other, our customers, and our community with respect, integrity, and loyalty

Safety

We commit to creating a safe and responsible environment for our employees, our customers, and our community

Positive Work Environment

We promote a positive work environment by supporting each other through effective communication, teamwork, and appreciation for our diverse abilities and contributions

Sustainability

We commit to a sustainable business model that includes environmental and fiscal responsibility, business continuity, and succession planning

GOALS

Employee Development

- Enhance Wellness Program
- Promote Extraordinary Customer Service through employee campaigns
- Promote employee fiscal responsibility and accountability
- Implement a continuing succession plan
- Encourage and support professional and leadership development
- Communicate with accuracy, quality, and consistency

INITIATIVES

Customer Relations

- Engage and communicate with our customers to continuously improve their experience
- Leverage mobile, online, and social technologies to enhance public access to information
- Lead the community in coordinating services for seniors and persons with disabilities
- Promote the value of coordination and consolidation of regional transit services
- Regularly improve customer amenities
- Seek opportunities to increase Stockton Metropolitan Area services

Financial Health

- Maximize current and potential funding and cost savings, and explore revenue-generating ideas
- Increase farebox recovery through improved fare enforcement and collection process
- Measure and improve organizational efficiency, effectiveness, and productivity through the use of performance indicators
- Upgrade the financial management system
- Continuously improve contractor performance through effective oversight and accountability
- Develop a sustainable retirement plan

Operations Excellence

- Provide the highest level of transit service to the greatest number of people within our available resources
- Use performance indicators to increase the efficiency and effectiveness of transit services
- Promote safety and security by developing and implementing the Safety Management System
- Plan MLK and Downtown Metro Express Corridors
- Construct Regional Transportation Center (RTC)
- Implement Vanpool program

Community Relations

- Use marketing, outreach, and education to attract, retain, and increase ridership
- Develop and implement a university and college pass program
- Educate stakeholders on transit funding opportunities, challenges, and constraints
- Develop and leverage public-private partnerships
- Actively engage with City, County, and SJCOG efforts to create sustainable communities
- Enhance visibility, recognition, and leadership in the transit industry
- Provide leadership through innovative projects that reduce environmental impacts and foster sustainable practices
- Celebrate 50th anniversary

Continuous Improvement

- Measure, review, and benchmark organizational performance to strategic goals and comparable transit agencies
- Incorporate best management systems and practices, e.g., project, records, and asset management
- Leverage technology to improve business, e.g., real-time information and operations management systems
- Reduce energy consumption, waste, and pollution
- Continually improve the Environmental and Sustainability Management System with a long-term goal of ISO 14001 certification

To: MTD Board of Directors
From: Jerry Estrada, General Manager
Date: August 28, 2015
Subject: General Manager's Report

Planning

MTD has been informed that 2015 SBCC Fall semester enrollment has decreased by approximately 1,200 students or 7.2% compared to last fall. As a result, staff is anticipating a decrease in SBCC ridership throughout the semester.

Staff will be meeting with City of Goleta and other agency staff on September 2nd to review current design plans of the Hollister Class I Bike Path project proposed along the south side of the roadway between Pacific Oaks Road and Pebble Beach Drive. MTD sent a comment letter on October 6 regarding the conceptual design plans.

Staff completed updating the raw data in Trapeze for the bus stop amenity database. The database provides detailed information of all the various amenities at every bus stop within the system such as jurisdiction in which it's located, red curb length, width of sidewalk, pocket dimensions, number of benches etc. A total of 47 entries for each of the 680 bus stops in the system were tallied. Aside from the overall district need of having an updated bus stop database, it will also assist staff with serve such purposes as considering the need for additional amenities at existing and new stops and coordinating with other agencies when private development or public infrastructure is proposed. The amenity database can also be sorted to allow data to be easily compared. It will be updated as amenities at bus stops change.

Operations & Maintenance

Summer has come and gone, and, Operations welcomes schools resuming. The fall bid began today (August 24, 2015), with schedule changes implemented. Operators, after going through the bidding process these past few months, have started their new schedules and runs. The fall bid runs through November 29th followed by our winter bid. Bidding procedures for winter will begin sometime in September and will generally take several weeks to complete. Drivers, depending on their seniority and preferences, have an opportunity to change runs if available. This process is conducted four times per year.

Due to the many construction events in our community, detours are constantly being implemented and adjusted according to the conditions present (i.e. Castillo, Storke and Hollister, etc.). Operations posts signage for the public, and make adjustments as necessary. Sometimes this has to be done several times during the day; sometimes detours in place can be maintained for weeks.

We have one new Operator in Training – Paul Dosa, who started last week. His training will take at least 6 weeks. Paul is now out on different routes, learning the different buses, lines, stops, and all of the items necessary to drive safely and courteously.

The regularly scheduled Verification of Transit Training (VTT) sessions took place on 4 separate days, during the week of August 17th. These sessions are required for a specific type of driver's license that transports passengers. Operations generally schedules these classes the week prior to a new bid commencing. There are mandatory annual topics that are presented, along with safety updates, driving suggestions, new equipment and routing, and many other current issues or concerns. This is mandatory training that cumulatively is at least 8 hours per year.

Nova Artic 1001 continues to have error codes in its articulated joint. Nova sent the MTD a software patch to eliminate the ghost codes, but the problem continues to persist. Nova Bus has been notified again.

Cummins Pacific will have a technician on site Tuesday night August 25, 2015 to recalibrate the ECM's of all fourteen 2013 Gilligs and all three Nova Artics to lessen the number of problems with the coolant probes. These probes were manufactured by Cummins but installed on coolant tanks of the bus manufacturer's design.

An additional pack of CALB LiFePO₄ batteries for the Ebus fleet is being assembled by Intercon Technologies for a planned September installation into one of the MTD's current NiCad electric shuttles. There are currently five LifePo₄ buses in the fleet (12, 14, 15, 18 and 19) with two additional conversions planned for the immediate future.

The Balqon battery management system in EV12 is failing and with no manufacturer support it will be replaced with the Ligoo system installed on the other four LiFePO₄ shuttles.

The battery trays for the next four sets of LiFePO₄ conversions have been received from Bay City fabrication.

The spare set of Lead Acid Hoppecke batteries has arrived from Germany. The MTD still has six lead acid shuttles running (3,4,5,6,8 and 11).

CARB mandated engine change outs on the 2011 hybrid fleet will begin as soon as next week. The 2011 Cummins ISB engines are rated by CARB regulations as a medium heavy duty engine that must be replaced every 185,000 miles. Bus 912 is the first scheduled for the change out, but all seven will have to have their engines replaced at 185,000 mile intervals for the life of the bus.

The routine County of Santa Barbara Hazardous Waste Generator inspection took place on July 30th. A few issues were noted dealing with waste oil and filters, which MTD staff is working to resolve. New waste oil barrels and covers are on order and steps are being taken to change processes to become compliant with new state hazardous materials regulations.

Human Resources & Administration

After an extensive recruiting and interview process, Human Resources filled the Route Scheduler position with an internal candidate, Ms. Jennifer Tanner. Jenner transferred out of her accounting position, leaving a vacancy that was filled by Ms. Claire Patterson through a direct hire. Claire recently worked as a contractor for MTD, and her experience with the district and accounting background made her a great fit. After a widespread search, the position of Procurement Specialist has been filled and Mr. Ryan Gripp will join MTD in September. Hiring for bus drivers continues and starting in September, recruiting efforts will expand by holding the driver orientation and testing twice per month. Additionally, HR has started the process to recruit for the Manager of Maintenance and Operations Safety and Training Officer positions.

Risk proposed to the Finance Committee that they consider recommending an increase in the General Manager's settlement authorization for Liability and Workers Compensation. In particular, raising the Workers' Compensation settlement authority will significantly reduce the time required to settle claims under the current process, which in turn will decrease legal fees. Risk is continuing due diligence and will be coming back to the Finance Committee with further information on authorization levels of self insured public entities for comparison and further discussion.

Staff participated in a "Transit Funding Opportunities" webinar offered by CALSTART on August 25th. The webinar discussed various state and federal funding opportunities for low- and no-emission buses.

Staff will participate in a "Measure A Stakeholder Committee Meeting" to be held by SBCAG on August 31st to discuss the upcoming South Coast Regional Bicycle & Pedestrian and Safe Routes to School Call for Projects. MTD is considering applying for a grant to replace the current two-bike racks with three-bike racks.

As required by the FTA, staff submitted MTD's July Safety & Security and Ridership Reports to the National Transit Database (NTD).