



BOARD OF DIRECTORS AGENDA

REGULAR MEETING
of the
BOARD OF DIRECTORS
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
A Public Agency
Tuesday, May 21, 2019
8:30 AM
John G. Britton Auditorium
550 Olive Street, Santa Barbara, CA 93101

1. CALL TO ORDER

2. ROLL CALL OF THE BOARD MEMBERS

Dave Davis (Chair), David Tabor (Vice Chair), Bill Shelor (Secretary), Olivia Rodriguez (Director), Dick Weinberg (Director), Chuck McQuary (Director), Paula Perotte (Director).

3. REPORT REGARDING POSTING OF AGENDA

CONSENT CALENDAR

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

The Board of Directors will be asked to approve the draft minutes for the meeting of May 7, 2019.

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

The Board of Directors will be asked to review and approve the Cash Reports from April 27, 2019, through May 10, 2019.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

Members of the public may address the Board of Directors on items within the jurisdiction of the Board that are not scheduled for public hearing. The time allotted per speaker will be at the discretion of the Board Chair. If you wish to address the Board under this item number, please complete and deliver to the MTD Board Clerk a "Request to Speak" form that includes both a description of the subject you wish to address and, if applicable, the agenda item number for which you would like to comment. Additional public comment will be allowed during each agenda item, including closed session items. Forms are available at www.sbmttd.gov and at MTD Administrative offices.

BOARD OF DIRECTORS AGENDA

7. ADA PARATRANSIT SERVICES MASTER AGREEMENT RENEWAL - (ATTACHMENT - ACTION MAY BE TAKEN)

Staff will recommend that the Board authorize General Manager Jerry Estrada to execute the attached Master Agreement with Easy Lift Transportation for the continued provision of complementary paratransit service for three years with two mutual 1-year options.

8. AMENDMENT 1 TO THE 2014 PUBLIC TRANSIT MITIGATION IMPLEMENTATION AGREEMENT BETWEEN UCSB AND MTD - (ATTACHMENT - ACTION MAY BE TAKEN)

Staff will recommend that the Board authorize General Manager Estrada to execute the attached Amendment 1 to the existing Public Transit Mitigation Implementation Agreement between MTD and UCSB.

9. SERVICE VEHICLE ACQUISITION RECOMMENDATION - (ACTION MAY BE TAKEN)

Staff will request that the Board of Directors give the General Manager authority to provide a purchase order to Winner Chevrolet for the purchase of ten 2020 Chevrolet Bolt electric vehicles (EVs).

10. GENERAL MANAGER'S REPORT - (INFORMATIONAL)

The General Manager will provide an update on district activities.

11. OTHER BUSINESS AND REPORTS - (INFORMATIONAL)

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

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

12. RECESS TO CLOSED SESSION: CONFERENCE WITH LABOR NEGOTIATOR(S) (GOVERNMENT CODE SECTION 54957.6) – (ACTION MAY BE TAKEN)

Agency-designated representatives: MTD General Manager Estrada and Human Resources and Risk Manager Mary Gregg.

Employee organization: International Brotherhood of Teamsters Union, Local 186.

13. ADJOURNMENT

AMERICANS WITH DISABILITIES ACT: If you need special assistance to participate in this meeting, please contact the MTD Administrative Office at 805.963.3364 at least **48 hours in advance** of the meeting to allow time for MTD to attempt a reasonable accommodation.



BOARD OF DIRECTORS DRAFT MINUTES

REGULAR MEETING
of the
BOARD OF DIRECTORS
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
A Public Agency
Tuesday, May 7, 2019
8:30 AM
John G. Britton Auditorium
550 Olive Street, Santa Barbara, CA 93101

1. CALL TO ORDER

Chair Dave Davis called the meeting to order at 8:30 AM.

2. ROLL CALL OF THE BOARD MEMBERS

Chair Davis reported that all members were present with the exceptions of Director Olivia Rodriguez and Director Chuck McQuary.

3. REPORT REGARDING POSTING OF AGENDA

Christina Perry, Administrative Assistant Lead, reported that the agenda was posted on Thursday, May 2, 2019, at MTD's Administrative office, mailed and emailed to those on the agenda list, and posted on MTD's website.

CHAIR DAVIS PRESENTED A MOTION TO INCLUDE A CEREMONIAL ITEM

Vice Chair Dave Tabor moved to approve the inclusion. Secretary Bill Shelor seconded the motion. The motion passed unanimously.

The Board recognized General Manager Jerry Estrada for 30 years of service to the District.

CONSENT CALENDAR

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

The Board of Directors was asked to approve the draft minutes for the meeting of April 16, 2019.

Director Paula Perotte moved to approve the minutes. Vice Chair Tabor seconded the motion. The motion passed with abstention from Secretary Shelor.

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

The Board of Directors was asked to review and approve the Cash Reports from April 6, 2019, through April 26, 2019.

Vice Chair Tabor moved to approve the consent calendar. Director Perotte seconded the motion. The motion passed unanimously.

THIS CONCLUDES THE CONSENT CALENDAR

BOARD OF DIRECTORS AGENDA

6. PUBLIC COMMENT

No public comments were made.

7. FUNDING AGREEMENT WITH SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS FOR MTD FACILITY IMPROVEMENTS - (ATTACHMENT - ACTION MAY BE TAKEN)

General Manager Estrada recommended that the Board authorize execution of the attached agreement with the Santa Barbara County Association of Governments (SBCAG) to provide Transit and Intercity Rail Capital Program (TIRCP) funds to assist with MTD facility improvement projects.

The Board thanked Marjie Kirn, Executive Director of SBCAG, and Scott Spaulding, Director of Rail and Transit Programs for SBCAG, for their attendance.

Vice Chair Tabor moved to authorize execution of the agreement. Director Perotte seconded the motion. The motion passed unanimously.

CHAIR DAVIS PRESENTED A MOTION TO ADDRESS ITEM 11 PRIOR TO 9 AM

Vice Chair Tabor moved to address Item 11. Director Perotte seconded the motion. The motion passed unanimously.

11. TRANSIT CENTER RENOVATIONS REBID CONTRACT AWARD RECOMMENDATION - (ACTION MAY BE TAKEN)

Capital Projects Manager Ryan Gripp requested that the Board give the General Manager authority to enter into a contract with Newton Construction & Management, Inc. for the Transit Center Renovations Project and that the Board authorize the revision of the capital budget to include an additional \$395,000 for the project.

Vice Chair Tabor moved to give the General Manager authority to enter into a contract with Newton Construction & Management, Inc. and authorize the revision of the capital budget. Director Perotte seconded the motion. The motion passed unanimously.

TIME CERTAIN 9:00 AM

8. DRAFT FINAL SERVICE PLAN FOR FISCAL YEAR 2019-20 - (ACTION MAY BE TAKEN)

Interim Planning and Marketing Manager Hillary Blackerby recommended that the Board receive a presentation on the draft final service plan for FY 2019-20 and consider approval of the plan.

The Board acknowledged MTD Planning staff for their efforts in drafting the plan.

Vice Chair Tabor moved to approve the FY 2019-20 Final Service Plan. Director Dick Weinberg seconded the motion. The motion passed unanimously.

9. EARTHQUAKE INSURANCE RENEWAL - EFFECTIVE MAY 24, 2019 - (ACTION MAY BE TAKEN)

Manager of Human Resources and Risk Mary Gregg recommended that the Board of Directors authorize MTD staff to bind coverage and place earthquake insurance with StarStone Specialty Insurance Company.

Vice Chair Tabor moved to bind coverage with StarStone Specialty Insurance Company. Director Perotte seconded the motion. The motion passed unanimously.

BOARD OF DIRECTORS AGENDA

10. COMMERCIAL PROPERTY INSURANCE RENEWAL - EFFECTIVE MAY 24, 2019 - (ACTION MAY BE TAKEN)

Ms. Gregg recommended that the Board of Directors authorize MTD staff to bind coverage and place commercial property insurance with Travelers Indemnity Company of Connecticut.

Vice Chair Tabor moved to bind coverage with Travelers Indemnity Company of Connecticut. Director Perotte seconded the motion. The motion passed unanimously.

12. FINANCIAL UPDATE FOR THE NINE MONTHS ENDED MARCH 31, 2019 - (ATTACHMENT - INFORMATIONAL)

Assistant Controller Thais Sayat presented the Fiscal Year 2018-19 financial results for the nine-month period.

The Board thanked Ms. Sayat for her report.

13. GENERAL MANAGER'S REPORT - (INFORMATIONAL)

General Manager Estrada provided an update on district activities, including: relief vehicle replacement, MTD's proposal to SBCAG and Caltrans for a new service to mitigate traffic during Highway 101 widening as part of Caltrans' Transportation Management Plan, and technical updates to buses.

14. OTHER BUSINESS AND REPORTS - (INFORMATIONAL)

The Board discussed recent Earth Day activities and Funk Zone Parking.

15. ADJOURNMENT

Vice Chair Tabor moved to adjourn the meeting at 10:22 AM. Chair Davis seconded the motion. The motion passed unanimously.

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of
For the Period April 27, 2019 through May 10, 2019

MONEY MARKET

Beginning Balance April 27, 2019 **\$3,413,236.76**

Property Tax Revenue	444,580.48
Passenger Fares	177,138.40
Accounts Receivable	158,975.01
Prepays & Advertising	7,959.30
Interest Income	2,656.94
Miscellaneous Income	525.81
Total Deposits	791,835.94

Miscellaneous Transfers	(2,750.02)
Bank & Credit Card Fees	(6,174.42)
401(k)/Pension Transfer	(37,278.05)
Workers' Compensation	(103,097.17)
Payroll Taxes	(159,076.77)
Payroll	(356,064.88)
Accounts Payable	(870,824.33)
Total Disbursements	(1,535,265.64)

Ending Balance **\$2,669,807.06**

CASH INVESTMENTS

LAIF Account	\$8,608,034.51
Money Market Account	2,669,807.06

Total Cash Balance **\$11,277,841.57**

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$3,896,410.08)
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Working Capital **\$7,381,431.49**

Santa Barbara Metropolitan Transit District
Cash Receipts of Accounts Receivable

Date	Company	Description	Amount
4/29/2019	Kyles Kitchen	Advertising on Buses	951.00
4/30/2019	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 2/13/19	877.45
4/30/2019	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 2/15/19	3,272.08
4/30/2019	City of S.B. Waterfront Department	Waterfront Shuttle Service-Cruise Ship 4/1/19	3,272.08
4/30/2019	City of SB - Downtown Parking	City of SB My Ride Mar '19	3,273.25
4/30/2019	City of SB - Downtown Parking	City of SB My Ride Jan '19	2,521.25
4/30/2019	City of SB - Downtown Parking	City of SB My Ride Feb '19	2,411.75
4/30/2019	City of SB Creeks Division	Advertising on Buses	300.00
4/30/2019	UCSB Bookstore	Passes/Passport Sales	3,450.00
5/1/2019	Jim Haggerty	Retiree - Vision	12.20
5/6/2019	True Media LLC/Cottage Health	Advertising on Buses	936.00
5/7/2019	ASTI Holding Company, LLC	Overpass Property Lease May '19	9,197.34
5/7/2019	City of SB - Public Works Director	Downtown Shuttle Apr '19	100,491.67
5/7/2019	Department of Rehabilitation	Passes/Passports Sales	1,008.00
5/7/2019	Goodwin & Thyne Properties	Advertising on Buses	2,340.00
5/7/2019	S.B.C.A.G.	Amtrak Connecting Service	15,216.49
5/7/2019	UCSB	Advertising on Buses	1,245.00
5/8/2019	Jill Grisham	Retiree - Vision	12.45
5/9/2019	Kyles Kitchen	Advertising on Buses	951.00
5/9/2019	Moonlight Graphics/Mktg	Advertising on Buses	7,236.00
Total Accounts Receivable Paid During Period			\$158,975.01

Santa Barbara Metropolitan Transit District
Accounts Payable

Check #	Date	Company	Description	Amount	Voids
120408	3/7/2019	MC CORMIX CORP. (OIL)	LUBRICANTS	9,537.39	V
120845	5/2/2019	BIG BRAND TIRES, BRANDCO BILL	SERVICE VEHICLE MAINTENANCE	1,258.36	
120846	5/2/2019	BROWN ARMSTRONG ACCOUNTA	GOVERNMENTAL TRAINING	280.00	
120847	5/2/2019	MANUEL CASTANON	DMV REIMBURSEMENT	408.25	
120848	5/2/2019	CIO SOLUTIONS, LP	IT SERVICES	516.10	
120849	5/2/2019	CUMMINS PACIFIC, LLC	BUS PARTS & REPAIRS	13,368.24	
120850	5/2/2019	DEPARTMENT OF MOTOR VEHICL	VEHICLE REGISTRATION	424.00	
120851	5/2/2019	BRADLEY P DAVIS	REIMBURSEMENT	106.75	
120852	5/2/2019	DAVID DAVIS JR.	DIRECTOR FEES	60.00	
120853	5/2/2019	JERRY ESTRADA	REIMBURSEMENT	115.50	
120854	5/2/2019	FLEET SERVICES, INC.	BUS PARTS	62.42	
120855	5/2/2019	GIBBS INTERNATIONAL INC	BUS PARTS	1,108.25	
120856	5/2/2019	GILLIG LLC	BUS PARTS	110.04	
120857	5/2/2019	GRAPHICINK	PROMO ITEM	106.40	
120858	5/2/2019	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	208.50	
120859	5/2/2019	KIMBALL MIDWEST	SHOP SUPPLIES	491.46	
120860	5/2/2019	ROBERT H. LURIE	REIMBURSEMENT	120.00	
120861	5/2/2019	MC CORMIX CORP. (OIL)	LUBRICANTS	9,537.39	
120862	5/2/2019	WARREN D. MCPHERSON	TREE PRUNING AND RESTORATION	184.88	
120863	5/2/2019	CHUCK MCQUARY	DIRECTOR FEES	60.00	
120864	5/2/2019	MIKE CUEVAS GARDENING SERVI	LANDSCAPE MAINTENANCE SERVICE	695.00	
120865	5/2/2019	MISSION LINEN SUPPLY, INC	UNIFORM & LINEN SERVICE	6,426.79	
120866	5/2/2019	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	136.35	
120867	5/2/2019	MOUNTAIN SPRING WATER	SHOP & OFFICE SUPPLIES	1,154.35	
120868	5/2/2019	NATIONAL INTERSTATE INS INC.	LIABILITY INSURANCE	26,930.62	
120869	5/2/2019	NU-COOL REDI GREEN, INC	COOLANTS & SHOP SUPPLIES	608.02	
120870	5/2/2019	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	206.54	
120871	5/2/2019	PAULA A. PEROTTE	DIRECTOR FEES	60.00	
120872	5/2/2019	RICON CORPORATION	BUS PARTS	311.48	
120873	5/2/2019	OLIVIA RODRIGUEZ	DIRECTOR FEES	60.00	
120874	5/2/2019	NOLAN D ROBERTSON	REIMBURSEMENTS	65.00	
120875	5/2/2019	SANSUM CLINIC	MEDICAL EXAMS	270.00	
120876	5/2/2019	SANTA BARBARA FASTENERS, IN	SHOP SUPPLIES	97.33	
120877	5/2/2019	SB LOCKSMITHS, INC.	B&G REPAIR & SUPPLIES	85.00	
120878	5/2/2019	SILVAS OIL CO., INC.	LUBRICANTS	277.64	
120879	5/2/2019	THAIS SAYAT	TRAVEL PER DIEM	106.75	
120880	5/2/2019	SELECT STAFFING DBA	CONTRACT SERVICES	972.80	
120881	5/2/2019	WILLIAM JOHN SHELOR	DIRECTOR FEES	60.00	

Check #	Date	Company	Description	Amount	Voids
120882	5/2/2019	SOV SECURITY DBA	SURVEILLANCE SYSTEM SOFTWARE	2,648.00	
120883	5/2/2019	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	1,345.85	
120884	5/2/2019	SB CITY OF-REFUSE/WATER	UTILITIES	2,157.61	
120885	5/2/2019	TK SERVICE, INC.	BUS PARTS & REPAIRS	47.24	
120886	5/2/2019	DAVID T. TABOR	DIRECTOR FEES	60.00	
120887	5/2/2019	TANK TEAM INC.	TANK TESTS	123.00	
120888	5/2/2019	TRUMAN ARNOLD COMPANIES (T	DIESEL FUEL	44,250.67	
120889	5/2/2019	VALLEY POWER SYSTEMS, INC.	BUS PARTS	743.51	
120890	5/2/2019	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	534.25	
120891	5/2/2019	RICHARD WEINBERG	DIRECTOR FEES	60.00	
120892	5/2/2019	YELLOW (YRC) TRANSPORTATIO	FREIGHT CHARGES	1,384.67	
120893	5/10/2019	ABC BUS COMPANIES INC	BUS PARTS	785.39	
120894	5/10/2019	HENRY ANDREWS	RETIREE HEALTH REIMBURSEMENT	285.00	
120895	5/10/2019	ASBURY ENVIRONMENTAL	WASTE OIL RECYCLER	65.00	
120896	5/10/2019	JOSE BAUTISTA	AD MOUNTING/DISMOUNTING	640.00	
120897	5/10/2019	BNS ELECTRONICS, INC.	SANTA YNEZ SITE RENTAL	296.16	
120898	5/10/2019	JAMES BRACKETT	RETIREE HEALTH REIMBURSEMENT	146.00	
120899	5/10/2019	ROBERT BURNHAM	RETIREE HEALTH REIMBURSEMENT	285.00	
120900	5/10/2019	CALIFORNIA ELECTRIC SUPPLY, I	SHOP/B&G SUPPLIES	394.66	
120901	5/10/2019	GILBERT CALLES	RETIREE HEALTH REIMBURSEMENT	292.00	
120902	5/10/2019	CAPITOL HARDWARE & BUILDING	B&G SUPPLIES	20.54	
120903	5/10/2019	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	104.00	
120904	5/10/2019	CITY OF SANTA BARBARA	CSR PARKING PERMITS	40.00	
120905	5/10/2019	CENTRAL COAST CIRCULATION, L	BUS BOOK DISTRIBUTION	575.00	
120906	5/10/2019	STAN CISOWSKI	RETIREE HEALTH REIMBURSEMENT	249.34	
120907	5/10/2019	CLEVER DEVICES LTD	4G & ANTENNA UPGRADES	266,985.60	
120908	5/10/2019	COMMUNITY RADIO, INC.	GIB. SITE RENTAL	265.98	
120909	5/10/2019	COX COMMUNICATIONS, CORP.	INTERNET & CABLE TV	454.80	
120910	5/10/2019	CUMMINS PACIFIC, LLC	BUS PARTS & REPAIRS	616.20	
120911	5/10/2019	CURTIS, NANCY	RETIREE HEALTH REIMBURSEMENT	169.88	
120912	5/10/2019	DAVID DAVIS JR.	DIRECTOR FEES	120.00	
120913	5/10/2019	DIESEL FORWARD, INC.	BUS PARTS	2,765.88	
120914	5/10/2019	DIVERSIFIED TRANSPORTATION S	FREIGHT CHARGES	189.22	
120915	5/10/2019	SHERRIE FISHER	RETIREE HEALTH REIMBURSEMENT	587.48	
120916	5/10/2019	STATE OF CALIFORNIA	PAYROLL RELATED	415.00	
120917	5/10/2019	FRONTIER CALIFORNIA INC.	TELEPHONES	100.98	
120918	5/10/2019	G.L. HYDRAULICS INC.	VENDOR BUS REPAIRS	402.00	
120919	5/10/2019	GIBBS INTERNATIONAL INC	BUS PARTS	839.96	
120920	5/10/2019	GILLIG LLC	BUS PARTS	146.59	
120921	5/10/2019	GARY GLEASON	RETIREE HEALTH REIMBURSEMENT	285.00	
120922	5/10/2019	JILL GRISHAM	RETIREE HEALTH REIMBURSEMENT	228.78	

Check #	Date	Company	Description	Amount	Voids
120923	5/10/2019	GUARDIAN-APPLETON (DENTAL I	DENTAL INSURANCE	4,227.31	
120924	5/10/2019	GUARDIAN-APPLETON (LIFE INS)	LIFE INSURANCE	1,017.20	
120925	5/10/2019	JIM HAGGERTY	RETIREE HEALTH REIMBURSEMENT	276.26	
120926	5/10/2019	ALI HABIBI	RETIREE HEALTH REIMBURSEMENT	285.00	
120927	5/10/2019	HI-LINE ELECTRIC COMPANY, INC	BUS PARTS	148.62	
120928	5/10/2019	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	139.13	
120929	5/10/2019	HR AUTOGLASS DBA	BUS PARTS/REPAIRS	220.00	
120930	5/10/2019	JAY DANIEL ROBERTSON	RETIREE HEALTH REIMBURSEMENT	569.20	
120931	5/10/2019	JANICARE DBA	JANITORIAL SERVICES	4,991.00	
120932	5/10/2019	JERRY'S PLUMBING & HEATING, I	PLUMBING REPAIRS	793.00	
120933	5/10/2019	LOUIS JONES	RETIREE HEALTH REIMBURSEMENT	185.00	
120934	5/10/2019	JOY EQUIPMENT PROTECTION, IN	SERVICING FIRE EXTINGUISHERS	40.00	
120935	5/10/2019	LABOR ALLIANCE MANAGED TRU	UNION DENTAL INSURANCE	11,514.25	
120936	5/10/2019	LENZ PEST CONTROL DBA	FUMIGATION SERVICES	40.00	
120937	5/10/2019	HOGAN MFG., INC. LIFT-U DIV.	BUS PARTS	910.04	
120938	5/10/2019	LOUIS MANDEVILLE	RETIREE HEALTH REIMBURSEMENT	279.46	
120939	5/10/2019	MC CORMIX CORP. (OIL)	LUBRICANTS	2,044.89	
120940	5/10/2019	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	3,226.06	
120941	5/10/2019	MCGUCKIE, DAVID	REIMBURSEMENT	56.00	
120942	5/10/2019	MCMaster-CARR SUPPLY CO.	SHOP/B&G SUPPLIES	181.04	
120943	5/10/2019	MEDICAL EYE SERVICES, INC.	VISION INSURANCE	541.68	
120944	5/10/2019	KENNETH B. MILLS	PROCUREMENT SERVICES	2,134.00	
120945	5/10/2019	MOLINA MANUFACTURING D	REFURBISH BUS SEATS	784.56	
120946	5/10/2019	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	546.62	
120947	5/10/2019	XAVIER S. PEREZ	VTT REIMBURSEMENT	10.00	
120948	5/10/2019	PB-RESERVE ACCOUNT	PREPAID POSTAGE	1,500.00	
120949	5/10/2019	CAREY POINDEXTER	RETIREE HEALTH REIMBURSEMENT	285.00	
120950	5/10/2019	PROFORMA COLOR PRESS DBA	PROMOTIONAL GIVEAWAYS	4,440.66	
120951	5/10/2019	LETICIA RAMIREZ	PAYROLL RELATED	800.00	
120952	5/10/2019	REPUBLIC ELEVATOR, INC	ELEVATOR MAINTENANCE	170.00	
120953	5/10/2019	AL ROMERO SR.	RETIREE HEALTH REIMBURSEMENT	146.00	
120954	5/10/2019	SAFETY-KLEEN CORPORATION	SHOP SUPPLIES	270.18	
120955	5/10/2019	SARDO BUS & COACH UPHOLSTER	VENDOR BUS REPAIRS	1,300.00	
120956	5/10/2019	SB COUNTY FEDERAL CREDIT UNI	PAYROLL DEDUCTION	260.00	
120957	5/10/2019	SANTA BARBARA NEWS PRESS	PUBLIC NOTICES/EMPLOYMENT ADS	54.56	
120958	5/10/2019	SILVAS OIL CO., INC.	LUBRICANTS	322.60	
120959	5/10/2019	SPECIAL DISTRICT RISK MGMT	HEALTH INSURANCE	52,345.38	
120960	5/10/2019	THAIS SAYAT	TRAVEL PER DIEM	142.45	
120961	5/10/2019	SANTA BARBARA SHERIFF'S DEPT	PAYROLL RELATED	50.00	
120962	5/10/2019	SANTA BARBARA TROPHY	DRIVER NAME PLATES	31.32	
120963	5/10/2019	SELECT STAFFING DBA	CONTRACT SERVICES	1,045.76	

Check #	Date	Company	Description	Amount	Voids
120964	5/10/2019	WILLIAM JOHN SHELOR	DIRECTOR FEES	60.00	
120965	5/10/2019	SO. CAL. EDISON CO.	UTILITIES	2,315.64	
120966	5/10/2019	SOFTCHOICE CORP, INC.	COMPUTER SOFTWARE	2,725.00	
120967	5/10/2019	SOAP MAN DISTRIBUTIN DBA	CLEANING SUPPLIES	253.93	
120968	5/10/2019	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	264.89	
120969	5/10/2019	STATE BOARD OF EQUALIZATION	PAYROLL RELATED	250.00	
120970	5/10/2019	STEWART'S DE-ROOTING & PLUM	PLUMBING REPAIRS	1,948.83	
120971	5/10/2019	SB CITY OF-REFUSE/WATER	UTILITIES	1,542.75	
120972	5/10/2019	DAVID T. TABOR	DIRECTOR FEES	120.00	
120973	5/10/2019	TEAMSTERS MISC SECURITY TRU	UNION MEDICAL INSURANCE	211,866.00	
120974	5/10/2019	TEAMSTERS PENSION TRUST	UNION PENSION	96,254.63	
120975	5/10/2019	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	11,160.46	
120976	5/10/2019	TRI-CO REPROGRAPHICS DBA	BLUE PRINT COPIES	25.56	
120977	5/10/2019	TRAPEZE SOFTWARE GROUP, INC.	ANNUAL SOFTWARE LICENSE FEES	3,600.00	
120978	5/10/2019	TRUMAN ARNOLD COMPANIES (T	DIESEL FUEL	44,513.42	
120979	5/10/2019	VALLEY POWER SYSTEMS, INC.	BUS PARTS	2,080.84	
120980	5/10/2019	VALLEY POWER SYSTEMS, INC.	BUS PARTS	1,951.49	
120981	5/10/2019	VOICES TRANSLATION AND INTE	TRANSLATION	225.00	
120982	5/10/2019	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	1,143.75	
120983	5/10/2019	WURTH USA WEST INC.	SHOP SUPPLIES	124.92	
120984	5/10/2019	YELLOW (YRC) TRANSPORTATIO	FREIGHT CHARGES	193.70	
120985	5/10/2019	ALEXANDER YOUNG	RETIREE HEALTH REIMBURSEMENT	260.23	
				880,361.72	
				Current Cash Report Voided Checks:	0.00
				Prior Cash Report Voided Checks:	9,537.39
				Grand Total:	\$870,824.33



BOARD OF DIRECTORS REPORT

MEETING DATE: MAY 21, 2019

AGENDA ITEM: #7

DEPARTMENT: FINANCE

TYPE: ACTION ITEM

PREPARED BY: JERRY ESTRADA

Signature

REVIEWED BY: GENERAL MANAGER

Signature

SUBJECT: ADA PARATRANSIT SERVICES MASTER AGREEMENT RENEWAL

RECOMMENDATION:

Staff recommends that the Board authorize General Manager Jerry Estrada to execute the attached Master Agreement with Easy Lift Transportation for the continued provision of complementary paratransit service for three years with two mutual 1-year options.

DISCUSSION:

Federal law, the Americans with Disabilities Act of 1990 (ADA), requires operators of public transit service to provide "complementary paratransit service" for persons who cannot utilize fixed-route bus service. MTD must ensure that paratransit service is available for such persons whenever and wherever MTD provides fixed-route bus service. From the signing of the ADA into law to the present day, MTD has complied with this unfunded mandate by providing an operating subsidy to Easy Lift for their paratransit service. This arrangement has worked well for the community as well as for both agencies, and MTD and Easy Lift staffs have had a good working relationship.

Following extensive discussions between the two agencies, staff recommends that the Master Agreement be renewed in accordance with the attached Final Draft Master Agreement. The recommended agreement includes annual subsidy increases consistent with the applicable Consumer Price Index. MTD would also provide additional subsidy at the end of each fiscal year equal to an additional full-time equivalent for service provided that exceeds the base service level and would be compensated at Easy Lift's direct driver billing rate.

ATTACHMENT:

- Final Draft ADA Paratransit Services Master Agreement With Easy Lift Transportation, Inc.

FINAL DRAFT
Santa Barbara Metropolitan Transit District
ADA Paratransit Services

MASTER AGREEMENT with EASY LIFT TRANSPORTATION, INC.

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and Easy Lift Transportation, Inc., a California non-profit corporation ("Easy Lift"), at Santa Barbara, California, with an effective date of July 1, 2019.

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 agree to collaborate on all available funding opportunities for paratransit service; and

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

WHEREAS, the parties acknowledge that MTD is eligible to become certified as a Consolidated Transportation Service Agency (CTSA) and directly operate the associated services as defined by the Transportation Development Act and Measure A Specialized Transit for Seniors & Disabled program; and

WHEREAS, the parties acknowledge that Easy Lift has historically committed Transportation Development Act and Measure A Specialized Transit for Seniors & Disabled program funds to supplemental ADA paratransit service;

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

1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
2. Public Works Provisions. Not applicable to this agreement.
3. FTA Provisions. This Agreement for ADA paratransit services is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions*, which is attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Scope of Services. MTD has heretofore issued on July 1, 2019, the Scope of Services, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
5. Proposal. Not applicable to this agreement.
6. Order of Control. All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B".
7. Compensation. Base Subsidy. Easy Lift shall carry out this Agreement for a fixed price of \$971,634 for the first one-year period from July 1, 2019, through June 30, 2020. Upon July 1 of any subsequent year that the Agreement remains in effect following the first one-year period, the annual compensation shall be adjusted by a percentage equal to the change in the annual Consumer Price Index reported in the January immediately preceding the start of the extension year. In no event shall any such adjustment be less than zero (0) percent or greater than five (5) percent. The sum so calculated shall constitute the new base subsidy. 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-Long Beach-Anaheim, CA (1982-84 = 100).

Bonus Subsidy. If Easy Lift finds it necessary to increase the number of revenue hours of ADA paratransit service to decrease service denials and/or meet demand, MTD will reimburse Easy Lift for such additional revenue hours, up to a limit of 2,080 revenue hours per year, provided that Easy Lift serves at least 2.25 passengers per revenue hour on average. The bonus subsidy revenue hours shall be those hours in excess of the average number of revenue hours Easy Lift provided over the immediately preceding three fiscal years. For the first year of this Agreement that number is 28,263. The rate for the bonus subsidy revenue hours for the first two years this Agreement is in effect, from July 1, 2019, through June 30, 2021, shall be \$35.00 per revenue hour. For any subsequent year that the Agreement remains in effect and Easy Lift meets these conditions, the rate per bonus subsidy revenue hour shall be calculated based on Easy Lift's actual direct driver cost.

Capital Assistance. In addition to the subsidies described above, MTD may elect to provide Easy Lift capital assistance related to its services provided under this Agreement. For example:

- (1) **Paratransit Vans.** Such vans may be purchased by MTD for Easy Lift or, if authorized by MTD, they may be purchased by Easy Lift and billed to MTD for their actual cost. In the latter case, MTD will reimburse Easy Lift for the actual cost of the vehicle(s). Easy Lift will be given or retain title to such vehicle(s). However, title and ownership of any such vehicle will revert to MTD upon termination of this (or any successor) agreement for ADA Paratransit Services and the title documents will be signed over and returned to MTD within thirty (30) days of any such termination.

8. **Payment.** Easy Lift shall submit monthly invoices to MTD, equal to one-twelfth of the contract price, following the end of the month for which payment is requested. Payment from MTD shall be made to Easy Lift no later than thirty (30) days following receipt of a valid invoice, which shall be sent to: Santa Barbara MTD, Attn: Accounts Payable, 550 Olive Street, Santa Barbara, CA 93101.

9. **Farebox Revenue.** All ADA Dial-A-Ride related farebox revenue collected by Easy Lift shall be utilized for the provision of ADA paratransit service within MTD's jurisdiction for individuals eligible for ADA paratransit service.

10. **Term.** This Agreement shall commence on July 1, 2019, and shall continue until June 30, 2022, with such potential extensions as are provided herein. Upon the approval of both the General Manager of MTD and the Executive Director of Easy Lift, this Agreement may be extended for a period of one additional year on both July 1, 2022, and July 1, 2023, for a total possible term of five (5) years through June 30, 2024.

11. **Delivery & Freight.** Not applicable to this agreement.

12. **Title & Risk of Loss.** Not applicable to this agreement.

13. **Loss or Damage.** All loss or damage of any nature arising from any circumstance(s), either natural or artificial, which may be suffered by Easy Lift during the existence of this Agreement, shall be borne solely by Easy Lift. This provision shall also apply to losses or damage resulting from any act or omission not authorized by this Agreement on the part of Easy Lift or any agent or person employed by Easy Lift.

14. **Defective, Damaged or Noncompliant Work.** Not applicable to this agreement.

15. **Acceptance.** Not applicable to this agreement.

16. **Warranty.** Not applicable to this agreement.

17. **Changes.** Any changes or modifications to this Agreement must be in writing, and agreed to by both parties.

18. **Insurance.**

- a. **Easy Lift's Insurance Representations to MTD.**

- i. It is expressly understood and agreed that the insurance coverages required herein:

A. represent MTD's minimum requirements and are not to be construed to void or limit Easy Lift's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages Easy Lift should or should not maintain for its own protection; and

B. are being, or have been, obtained by Easy Lift in support of Easy Lift's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy, or failure of any insurance company carrying insurance

of Easy Lift, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate, or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under this Contract. If Easy Lift shall fail to remedy such breach within five (5) business days after written notice by MTD, Easy Lift will be liable for any and all costs, liabilities, damages and penalties resulting to MTD from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Easy Lift by MTD. In the event of any failure to Easy Lift to comply with the provisions of this portion of the Agreement, MTD may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to Easy Lift, purchase such insurance, at Easy Lift's expense, provided that MTD shall have no obligation to do so and if MTD shall do so, Easy Lift shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

b. Conditions Affecting All Insurance Required Herein.

i. Cost of Insurance. All insurance coverage shall be provided at Easy Lift's sole expense.

ii. Maintenance of Insurance. All insurance coverage shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement.

iii. Status and Rating of Insurance Company. All insurance coverage shall be written through insurance companies admitted to do business in California and with a Best's Financial Strength Rating of A- or better, as shown in the on-line version of Best's Rating & Criteria Center.

iv. Restrictive, Limiting, or Exclusionary Endorsements. All insurance coverage shall be provided to Easy Lift Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage in any manner without the prior express written approval of MTD.

v. Limits of Liability. The limits of liability may be provided by a single policy of insurance or by a combination of primary and umbrella policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

vi. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage. In the event of cancellation, nonrenewal, or material reduction in coverage affecting the certificate holder, thirty (30) days prior written notice shall be given to the certificate holder by certified mail, return receipt requested, except in the event of cancellation for nonpayment, in which event fifteen (15) days prior written notice shall be given. If insurer will not include in its coverage such written notifications, it shall be incumbent upon Easy Lift to comply with such written notification requirements.

vii. Additional Insured Status. Additional insured status shall be provided in favor of MTD and its officers, employees and agents, including consultants, on all liability insurance required herein except workers' compensation/employer's liability and the certificate of insurance shall reflect same. Such additional insured coverage shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing.

viii. Waiver of Subrogation. All insurance coverage carried by Easy Lift required herein shall provide a waiver of subrogation in favor of MTD for all loss covered by such insurance, and Easy Lift waives all rights of action against MTD for such loss.

ix. Primary Liability. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to MTD, with MTD's insurance being excess, secondary, and noncontributing. Where necessary, coverage shall be endorsed to provide such primary liability, and the certificate of insurance shall reflect same.

x. Deductible/Retention. All insurance required for this project shall have a maximum deductible or self-insured retention of \$10,000 per policy.

xi. Claims Against Aggregate. MTD must be notified in writing by Easy Lift at MTD's address set forth herein immediately upon knowledge of possible claims against Easy Lift that might cause a reduction below seventy-five (75%) of any aggregate limit of any primary policy.

c. Commercial General Liability Insurance.

- i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Easy Lift, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.
 - ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.
 - iii. Amount of Insurance. Coverage shall be provided with limits of not less than:

A. Each Occurrence Limit	\$1,000,000
B. General Aggregate Limit	\$2,000,000
C. Product-Completed Operations Aggregate Limit	\$2,000,000
D. Personal and Advertising Injury Limits	\$1,000,000
E. Fire Damage (any one fire)	\$50,000
F. Medical Expense (any one person)	\$5,000
 - iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.
 - D. Primary Liability, as required in 18(b)(ix), above.
 - E. Waiver of Subrogation, as required in 18(b)(viii), above.
 - F. Continuing Commercial General Liability Insurance: Easy Lift shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD of the last bus built pursuant to this Agreement.
- d. Auto Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).
 - ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).
 - iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.
 - iv. Required Endorsements.
 - A. Additional Insured status as required in 18(b)(vii), above.
 - B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - C. Waiver of Subrogation, as required in 18(b)(viii), above.
- e. Workers' Compensation/Employer's Liability Insurance.
- i. Coverage. Such insurance shall cover liability arising out of Easy Lift's employment of workers and anyone for whom Easy Lift may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.
 - ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:

A. Workers' Compensation:	Statutory limits
B. Employer's Liability:	\$1,000,000 each accident and disease.
 - iii. Required Endorsements.
 - A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.
 - B. Waiver of Subrogation, as required in 18(b)(viii), above.

f. Excess Liability Insurance.

i. Coverage. Such insurance shall be excess over and be no less broad than all coverages described above and shall include a drop-down provision.

ii. Form. This policy shall have the same inception and expiration dates and the commercial general liability insurance required above.

iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$4,000,000.

19. Bonding. Not applicable to this agreement.

20. Termination. For applicable terms, refer to Paragraph 21 (Termination) in *Federal Transit Administration: Contract Provisions*.

21. Liquidated Damages. Not applicable to this agreement.

22. Infringement of Patents. Not applicable to this agreement.

23. Rights in Data. Not applicable to this agreement.

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

25. Notice. Notices in connection with this Agreement shall be made in writing and may be delivered either personally, by governmental postal service (regular, certified or registered), by private delivery service, or by email. Receipt shall be deemed to have occurred when actually made to the party or its designated agent. Such notices shall be properly addressed to the intended party as follows:

MTD:

General Manager

Santa Barbara Metropolitan Transit District

550 Olive Street

Santa Barbara, CA 93101

Email: jestrada@sbmtd.gov

EASY LIFT:

Executive Director

Easy Lift Transportation, Inc.

53 Cass Place, Suite D

Goleta, CA 93117

Email: ernesto@easylift.org

26. Attorney Fees and Costs. In the event of a controversy (including, but not limited to arbitration or any criminal or civil filing in a Federal Court or a court of any of the United States) between the parties with respect to the enforcement or interpretation of this Agreement, the prevailing party in such controversy shall be entitled to receive,

in addition to such other award as the court may deem appropriate, full reimbursement for its court costs and reasonable attorney fees incurred therein.

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

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

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

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

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

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

33. Audit and Inspection of Records. Easy Lift shall agree that all materials supplied and services performed under the Project, facilities used in connection therewith, and records and documentation thereunto appertaining shall be subject to inspection, test, or audit by duly authorized representatives of MTD and the State of California. Easy Lift

agrees to maintain all required records relating to the Project for at least three years after MTD makes final payment and all other pending matters are closed.

34. Equal Employment Opportunity. For applicable terms, refer to Paragraph 24 (Civil Rights Requirements) in *Federal Transit Administration: Contract Provisions*.

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

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

37. Counterparts & Email. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a scanned and emailed signature may substitute for and have the same legal effect as the original signature.

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

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

SANTA BARBARA MTD

EASY LIFT

Jerry Estrada, General Manager

Ernesto Paredes, Executive Director

Date

Date

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FEDERAL TRANSIT ADMINISTRATION

CONTRACT PROVISIONS *ADA Paratransit Services – Easy Lift*

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1. FLY AMERICA REQUIREMENTS (not applicable to this Agreement)**2. BUY AMERICA REQUIREMENTS** (not applicable to this Agreement)**3. CHARTER BUS & SCHOOL BUS REQUIREMENTS**

(a) Charter Service Operations: The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing 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" (it must not interfere with or detract from the provision of mass transportation).

(b) School Bus Operations: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in 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, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

4. CARGO PREFERENCE REQUIREMENTS (not applicable to this Agreement)**5. SEISMIC SAFETY REQUIREMENTS** (not applicable to this Agreement)**6. ENERGY CONSERVATION REQUIREMENTS**

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

7. CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000.

8. BUS TESTING (not applicable to this Agreement)**9. PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS** (not applicable to this Agreement)**10. LOBBYING**

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

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards exceeding \$100,000 at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure.

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

11. ACCESS TO RECORDS & REPORTS

(a) The Contractor agrees to provide MTD, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

(b) If contract is for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to MTD, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

(c) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until MTD, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

12. FEDERAL CHANGES

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

13. BONDING REQUIREMENTS (not applicable to this Agreement)**14. CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS (not applicable to this Agreement)**16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS** (not applicable to this Agreement)**17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT** (not applicable to this Agreement)**18. [RESERVED]****19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

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

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

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

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

21. TERMINATION

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

(b) Termination for Default

(1) If the Contractor fails to perform the services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, MTD may terminate this contract for default. MTD shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

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

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

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

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

23. PRIVACY ACT

The Contractor 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, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor 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 contract. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

(a) Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to

comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(b) Equal Employment Opportunity: The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age: In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities: In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Non-discrimination on the Basis of Disability: The Recipient agrees to comply with the following federal prohibitions against discrimination on the basis of disability:

(1) Federal laws, including:

(A) section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally assisted Programs, Projects, or activities,

(B) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities: 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 2 For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of "employer,"

(C) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,

(D) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and

(E) Other applicable federal laws, regulations and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations, including:

(A) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,

- (B) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
- (C) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and 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,
- (D) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
- (E) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- (F) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
- (G) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
- (H) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
- (I) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and
- (J) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609, and (k) Other applicable federal civil rights and nondiscrimination guidance.

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

25. BREACHES & DISPUTE RESOLUTION

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

26. PATENT & RIGHTS IN DATA (not applicable to this Agreement)

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

(a) General Transit Employee Protective Requirements: To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in

compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

(c) (not applicable to this Agreement)

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

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

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

31. DRUG & ALCOHOL TESTING

The Contractor agrees to participate in grantee's drug and alcohol program established in compliance with 49 CFR Part 655.

32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) (not applicable to this Agreement)

Santa Barbara Metropolitan Transit District
ADA Paratransit Services

Scope of Services

July 1, 2019

This Scope of Services is Exhibit B to the *Master Agreement with Easy Lift Transportation, Inc. for Paratransit Services* (hereinafter the "Agreement").

The following definitions shall apply to the Agreement:

- "Accessible" means complying with the accessibility requirements of 49 Code of Federal Regulations (CFR) Parts 37 and 38;
 - "ADA" means the Americans with Disabilities Act of 1990, and any amendments thereto;
 - "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.
- A. In consideration of the compensation provided under the Agreement, and subject to the terms of the Agreement, Easy Lift agrees to operate accessible curb-to-curb complementary paratransit service to ADA paratransit eligible persons as set forth in the ADA.
- 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. 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 the Agreement, if said change will affect the fulfillment of MTD's ADA paratransit service requirements.
- D. No portion of any compensation provided by MTD to Easy Lift under the Agreement shall be utilized by Easy Lift, 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 2019.
 2. Provide information to the public about the ADA eligibility process and about ADA paratransit services. Such information shall be made available in easily 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 the 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 the 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 other 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. Annually 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. Annually submit to MTD a copy of the aforementioned report.
17. Annually submit to MTD a copy of Easy Lift's annual budget and any significant changes to the budget.
18. Annually submit to MTD complete National Transit Database information, as required by the FTA.
19. Quarterly 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. Monthly 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 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. Monthly submit to MTD summaries of complaints regarding Easy Lift's provision of ADA complementary paratransit service.
 23. Monthly submit to MTD updates of the number of registered Easy Lift ADA paratransit service riders.
 24. Permit, and require its subcontractors to permit, MTD or its designee to inspect all work materials, payrolls, and other data and records with respect to the duties and Easy Lift obligations under the Agreement and to audit the books, records, and accounts of Easy Lift and its subcontractors regarding financial, operational, and maintenance functions.
 25. Take such actions as necessary to ensure that MTD's ADA paratransit service remains in compliance with FTA requirements for Transit Asset Management (TAM) and Public Transportation Agency Safety Plans (PTASP).
- F. If Easy Lift ceases business during the term of the Agreement, MTD shall have first opportunity to acquire all assets of Easy Lift at fair market value.
- G. 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 this monitoring program.
1. Monthly. MTD shall review Easy Lift's monthly operating reports submitted to MTD pursuant to Article E (20) of the Agreement. Easy Lift shall submit further information as requested by MTD following such review.
 2. Quarterly. MTD shall review Easy Lift's quarterly financial reports submitted to MTD pursuant to Article E (19) of the Agreement. At MTD staff meetings following September 30, December 31, March 31, and June 30, Easy Lift's 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 E (19-20) of the Agreement.
 3. Semiannually. 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 may interview Contractor staff and management, as desired by MTD.
 4. Annually. Easy Lift shall submit annual information to MTD pursuant to Articles E (15-18) of the Agreement. Easy Lift shall submit backup information as needed by MTD to ensure that all FTA requirements are met.
 5. As needed. MTD staff may conduct surprise visits to monitor the ADA paratransit service provided by Easy Lift without notice to Easy Lift. MTD may utilize MTD personnel to ride Easy Lift vehicles to monitor the ADA paratransit service without alerting Easy Lift that MTD personnel are riding Easy Lift vehicles.

- H. 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:
1. California Code of Regulations Title 8 (CAL/OSHA).
 2. Code of Federal Regulations Title 29, Part 1901 and 1926, as appropriate (FED/OSHA).
 3. Appropriate trade association safety standards.
 4. Appropriate equipment manufacturer instructions.
 5. In cases where published standards conflict, the standard providing the highest degree of protection shall prevail and be utilized by Easy Lift and its personnel.



BOARD OF DIRECTORS REPORT

MEETING DATE: MAY 21, 2019

AGENDA ITEM: #8

DEPARTMENT: FINANCE

TYPE: ACTION ITEM

PREPARED BY: JERRY ESTRADA

Signature

REVIEWED BY: GENERAL MANAGER

Signature

SUBJECT: AMENDMENT 1 TO THE 2014 PUBLIC TRANSIT MITIGATION
IMPLEMENTATION AGREEMENT BETWEEN UCSB AND MTD

RECOMMENDATION:

Staff recommends that the Board authorize General Manager Jerry Estrada to execute the attached Amendment 1 to the existing Public Transit Mitigation Implementation Agreement between MTD and UCSB.

DISCUSSION:

The University of California, Santa Barbara (UCSB) and MTD have an existing mitigation agreement whereby UCSB funds the operating cost of expanded Line 12x and Line 24x service and the operating cost as well as a capital sinking fund for MTD's Line 28 that was implemented in August 2016.

Line 28 is an extremely popular service, averaging more than 90 passengers per revenue hour in some months. Buses operated on Line 28 regularly are too full to board additional passengers, resulting in UCSB students, faculty, and staff being left behind at bus stops to wait for another bus. UCSB has agreed to fund the cost of increasing service on Line 28 on class days during UCSB fall, winter, and spring quarters. Under the proposed Amendment 1, Line 28 service will be enhanced to run every 10 minutes on those days, rather than the current frequency of every 15 minutes.

ATTACHMENT:

- Amendment 1 to the 2014 Public Transit Mitigation Implementation Agreement Between The University Of California, Santa Barbara And The Santa Barbara Metropolitan Transit District For The San Joaquin Housing Apartments And Precinct Improvements Project.

AMENDMENT 1

2014 PUBLIC TRANSIT MITIGATION IMPLEMENTATION AGREEMENT BETWEEN THE UNIVERSITY OF CALIFORNIA, SANTA BARBARA AND THE SANTA BARBARA METROPOLITAN TRANSIT DISTRICT FOR THE SAN JOAQUIN HOUSING APARTMENTS AND PRECINCT IMPROVEMENTS PROJECT

This first amendment to the 2014 Public Transit Mitigation Implementation Agreement Between The University Of California, Santa Barbara (“UCSB”) And The Santa Barbara Metropolitan Transit District (“MTD”) For The San Joaquin Housing Apartments And Precinct Improvements Project (“Agreement”) is entered into by and between UCSB and MTD as of the last date set forth below with the signatures confirming execution of this amendment.

RECITALS

WHEREAS, MTD has implemented a new route, Line 28, which serves the UCSB campus along El Colegio Road to the Camino Real Marketplace; and

WHEREAS, Line 28 is the new transit line originally identified as Line 38 in Article 1, beginning at Section 1.5 of the Agreement;

WHEREAS, all references to “Line 38” in the Agreement will henceforth be changed to and mean “Line 28;” and

WHEREAS, UCSB provides a subsidy to MTD at MTD’s fully-allocated hourly rate to fund the operation of Line 28; and

WHEREAS, buses operated on Line 28 regularly are too full to board additional passengers, resulting in UCSB students, faculty, and staff being left behind at bus stops to wait for another bus; and

WHEREAS, MTD and UCSB agree that it is necessary to increase the frequency of service on Line 28;

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, MTD and UCSB agree to amend the Agreement as follows:

1. Consistent with Article 1, Section 1.5.1 of the Agreement, Line 28 service may be adjusted as demand dictates.
2. Line 28 currently operates every 15 minutes on class days during UCSB fall, winter, and spring quarters. UCSB and MTD agree that the frequency of service on Line 28 will be adjusted to run every 10 minutes on those days.

3. UCSB will increase the Line 28 subsidy to MTD by an amount sufficient to fund the increased Line 28 frequency.
4. The table below summarizes the initial estimated revenue hours and cost for implementation of this enhanced service:

Rev. Hrs. per Day	Service Days per Year	Rev. Hrs. per Year	Cost per Rev. Hr.	Total Cost per year
10	164	1,640	\$131.45	\$215,578

5. The actual amount of the increased UCSB subsidy to MTD shall be calculated consistent with Article 1, Sections 1.5.3, 1.5.4, and 1.5.5 of the Agreement.
6. Article 17 of the Agreement is amended to change the name of MTD's General Manager from "Ms. Sherrie Fisher" to "Mr. Jerry Estrada."
7. Article 17 of the Agreement is further amended to change the name and title of UCSB's representative from "Pam Lombardo, Acting Associate Vice Chancellor" to "Mr. Garry Mac Pherson, Vice Chancellor of Administrative Services."
8. In all other respects, the Agreement shall remain unchanged and in full effect.

IN WITNESS WHEREOF, the parties hereto have executed this first amendment to the Agreement on the last date set forth below the signatures executing this agreement.

THE SANTA BARBARA METROPOLITAN TRANSIT DISTRICT

Date_____

Jerry Estrada, General Manager

APPROVED AS TO FORM

Douglas B. Large, General Counsel

THE BOARD OF REGENTS OF THE UNIVERSITY OF CALIFORNIA

Date: _____

Chuck Haines, Assistant Chancellor

APPROVED AS TO FORM

Nancy Greenan Hamill, Chief Campus Counsel



BOARD OF DIRECTORS REPORT

MEETING DATE: MAY 21, 2019

AGENDA ITEM: #9

DEPARTMENT: CAPITAL PROJECTS

TYPE: ACTION ITEM

PREPARED BY: RYAN GRIPP

Signature

REVIEWED BY: GENERAL MANAGER

Signature

SUBJECT: SERVICE VEHICLE ACQUISITION RECOMMENDATION

RECOMMENDATION:

Based upon the discussion that follows, staff requests that the Board of Directors (Board) give the General Manager authority to provide a purchase order (PO) to Winner Chevrolet for the purchase of 10 2020 Chevrolet Bolt electric vehicles (EVs) for a fixed price of \$360,714.90. Staff is also seeking authorization for the revision of the capital budget to include an additional \$145,714.90 for the project. That would bring the total allocation for the service vehicle acquisition to \$395,714.90, which provides an extra \$35,000 for contingency.

DISCUSSION:

MTD's service vehicle fleet consists of 22 active vehicles. Of those, 11 are used for driver relief. Among the driver relief cars, three are 2018 Chevrolet Cruze sedans with an average of 30,209 miles and eight are 2010 Ford Fusion sedans with an average of 110,451 miles. The Federal Transit Administration's (FTA) defined useful life for service vehicles is four years or 100,000 miles. The eight 2010 Ford Fusion sedans exceed both. Replacement of the eight Fusions will bring the average miles of the relief vehicles down to 7,927 and average age to less than one year.

In recognition of the need to replace the foregoing 2010 Fusion sedans, staff performed a holistic analysis of MTD's service vehicle fleet to identify other immediate needs. The result, a need for two additional vehicles bringing the total to 10. One of the two vehicles is a replacement for MTD's Safety and Training Officer whose MTD-provided vehicle (a necessary resource due to the on-call nature of the position) became inoperable resulting from a major mechanical failure. Since that time, the Safety and Training Officer has been using the shared "staff car" that serves as the primary mode of transportation for MTD personnel while conducting District business. If this recommendation is approved, one of the Bolts will replace the "staff car" and the Safety and Training Officer will use the former "staff car", a 2013 Ford Fusion, exclusively. The second vehicle will serve as an expansion vehicle (add on) to the driver relief fleet, bringing the total to 12. This need was identified by the Operations Department as the current number of driver relief vehicles is insufficient during peak driver relief periods.

As a cost effective and expeditious method of light-duty vehicle procurement, staff turned to the state contract provided by the California Department of General Services (DGS). Staff narrowed their search to EVs in recognition of the Board's 2030 zero emission fleet goal and MTD's

BOARD OF DIRECTORS REPORT

commitment to sustainability overall. Fortunately, the state of California has similar goals and the majority of EVs currently in the marketplace are available on the DGS contract. The contract list was condensed to vehicles with a range of 100+ miles to accommodate MTD's daily operational requirements, which resulted in the following options: Hyundai Ioniq, Nissan Leaf, and Chevrolet Bolt. To determine the ideal fit for the District, MTD's Maintenance Manager, Operations Manager, and Capital Project Manager evaluated each vehicle based upon the following criteria: range; reviews; warranty; proximity to a dealership for maintenance; and space for occupants, primarily the driver. After extensive research and a visit to the various dealerships to examine the vehicles in-person, it was determined that the Chevrolet Bolt presents the best value to MTD.

PROJECT BUDGET & FUNDING:

The current capital budget reflects \$250,000 earmarked for service vehicles, which presents a shortfall of \$110,714.90 for the proposed PO. The aforementioned request for an additional \$145,714.90 will cover the shortfall and adds a \$3,500 per vehicle contingency for auxiliary equipment like cameras and GPS.

The Chevrolet Bolts are eligible for a \$2,500 per vehicle rebate from the California Vehicle Rebate Project provided by the California Air Resources Board. Funding is not guaranteed and is provided on a first come, first served basis until all funds are exhausted. As a result, this funding request to the Board is not inclusive of the rebate. Staff will submit an application to the California Vehicle Rebate Project if and when the Board authorizes the purchase of the Bolts.

SOLICITATION PROCESS:

State Contract - California DGS is a state government agency that handles all major business services for the state and other government agencies in California. An important function of the agency is procurement. The DGS conducts formal solicitation activities that result in cooperative agreements with favorable pricing. The DGS' methodology is thorough and comprehensive, which enables most state and other government agencies in California to fulfill internal procurement policies and purchase from the DGS' cooperative agreements. This method significantly reduces the procurement time and resources in acquiring the needed equipment or services that require a formal solicitation and includes the added benefit of volume pricing. Staff reviewed the procurement documents and procedures from the DGS solicitation for light-duty vehicles, and found them to be in conformance with MTD's requirements.

Price Analysis - Comparison to a valid independent cost estimate (ICE) is one of the six price analysis techniques listed in the *Pricing Guide for FTA Grantees*. As shown below, the DGS' base price for the 2019 Chevrolet Bolt is \$32,572. The base price of the same vehicle in the ICE, which used pricing from General Motors, is \$37,495. Thus, the DGS contract price is \$4,923 less than the ICE. If staff conducted its own formal procurement and those expenses were calculated into the per unit vehicle price, it is likely that method would also result in higher costs for MTD compared to the DGS pricing. As a result, I find the \$32,572 base price for a 2019 Chevrolet Bolt under the DGS' contract #1-18-23-10D to be fair and reasonable.

Chevrolet Bolt EV	Base Price	Unit
Independent Cost Estimate	\$37,495	Per Vehicle
DGS Price	\$32,572	Per Vehicle
Difference	\$4,923	Per Vehicle
Difference %	13.13%	Per Vehicle

PROJECT IMPLEMENTATION:

If the Board gives the General Manager authority to provide a PO to Winner Chevrolet for the purchase of 10 Chevrolet Bolt EVs, the order will be sent to the General Motors factory and added to the production queue. Since the order will not make it in time for model year 2019 production (last date to submit order for 2019 model year was April 30), the order will be pushed to the 2020 model year assembly, which begins in mid-July. At that point, there is a 90-120 day production lead-time. Fortunately, Winner Chevrolet has indicated they will honor the 2019 Chevy Bolt pricing from the DGS contract for the 2020 vehicles MTD will receive.

To provide the requisite electrical infrastructure for the Bolts, staff submitted an application to Southern California Edison's (SCE) Charge Ready Program. If MTD's application is selected, the Charge Ready team will fund and manage the electrical upgrade project. MTD's application has advanced through the evaluation process, which included a site assessment on May 1 to determine the suitability of MTD's proposed location for 10 level 2 charge ports. Preliminary feedback from SCE personnel about MTD's project has been positive, and a determination of whether it will be awarded is imminent.

To: MTD Board of Directors
From: Jerry Estrada, General Manager
Date: May 21, 2019
Subject: General Manager's Report

Operations, Fleet & Facilities

On May 7 there was a situation involving domestic abuse and an active shooter in the Hollister Ave. / Turnpike area. At the request of local law enforcement, two units were deployed to a designated safe zone near the incident in preparation for evacuation but were not utilized.

Recent VTT classes were successfully held on four different days to accommodate Operators' different schedules. Each class is 2 hours and is mandatory quarterly training for those that have commercial drivers' licenses.

The Amgen Bicycle Tour of California will be coming through the Santa Barbara area on Thursday, May 16. The Line 14 should be the only route with minor delays.

Hybrid Bus 913 is currently in the shop getting a new engine installed. The old engine was past its useful life and in need of replacement with a new cleaner burning Cummins engine. Hybrid Bus 903 remains at Valley Power Systems since February 22, 2019 for further troubleshooting and repair of its hybrid system.

On May 1, 2019, MTD regained half of the Overpass property in Goleta. Several overgrown trees will be trimmed and yard lights will be repaired. On April 24, 2019, there was a scheduled overnight power outage at the Transit Center. Exterior light poles powered by generators were placed in the driveway providing lighting throughout the night.

Staff issued Newton Construction and Management, Inc. a Notification of Contingent Award indicating MTD's intent to execute a contract with the firm for the Transit Center Renovations Project after receipt of requisite bonds and insurance documents.

Staff is currently working with the BYD team to develop a schedule for MTD's 14 BYD buses to go back to the factory, one by one, to address all remaining open items on the buses. Included in the list of repairs are the roof hatch retrofits in the battery compartment, body damage repairs, installation of skid plates, and other items. According to preliminary estimates from BYD, the repairs will take approximately four days per bus.

SCE's Charge Ready implementation team performed a site assessment on May 1 to determine the suitability of MTD's proposed location for 10 level 2 charge ports for light-duty EV charging. The SCE team identified some upgrades that need to take place with existing SCE infrastructure and MTD electrical equipment to support the project, which they indicated are typical improvements for their Charge Ready projects. Charge Ready Program administrators will review

the results of the assessment from SCE's field technicians and determine whether MTD's project will advance to the next phase, project design.

Montebello Bus Lines (MBL) released the joint procurement for rolling stock that includes MTD as a named participant. Proposals in response to the Request for Proposals (RFP) are due to MBL by July 11. After the submittal deadline, the review committee will score each submittal based upon the criteria in the RFP to determine the manufacturer that presents the best value to MBL and the partner agencies.

Staff submitted an application to the Federal Transit Administration (FTA) for the 2019 Low or No Emission Vehicle Program 5339(c) on May 9. Staff is seeking funding for a minimum of two and maximum of eight 40' battery electric buses (BEBs) and chargers. MTD's Low-No application included partnerships with Gillig LLC for the buses and ChargePoint, Inc. for the chargers. Staff anticipates receiving results from FTA on the grant award in late summer or early fall of 2019.

Administration

Staff was invited to present at La Colina Junior High School to parents of incoming students about MTD's booster services and how to prepare their students to take the bus to school in the fall.

MTD participated in a Career and Apprenticeship Fair held by Mayor Cathy Murillo and Councilmember Oscar Gutierrez at La Casa de la Raza, recruiting bus operators and mechanics.

General Manager Estrada and Staff met with Congressman Carbajal's staff on May 8 to discuss the potential negative impact to MTD's public transit service if the population of the Santa Barbara urbanized area exceeds 200,000 following the 2020 Census.

On May 8, Staff attended a Goleta Train Station public meeting facilitated by Goleta and Rincon Consultants. The purpose of the meeting was to allow participants to discuss the amenities they would like to see included in the project.

MTD submitted the required Semi-Annual Reports to Caltrans for the agency's two open Low Carbon Transit Operations Program (LCTOP) projects. The FY 2017 project is the ongoing "SBMTD Ridership Development Marketing Plan," which will continue through June 30, 2020. The FY 2018 project is a portion of the match to the Federal funds that the FTA awarded MTD for four 40-ft. electric buses.