



BOARD OF DIRECTORS AGENDA

REGULAR MEETING
of the
BOARD OF DIRECTORS
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
A Public Agency
Tuesday, March 17, 2020
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 THE POSTING OF THE AGENDA

CONSENT CALENDAR

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

The Board of Directors will be asked to approve the draft minutes for the meeting of March 3, 2020.

5. CASH REPORTS - (ACTION MAY BE TAKEN)

The Board of Directors will be asked to review and approve the Cash Reports from February 22, 2020, through March 6, 2020.

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.sbmtd.gov and at MTD Administrative offices.

BOARD OF DIRECTORS AGENDA

- 7. FUNDING AGREEMENT WITH SBCAG FOR NEW LINE 19X SERVICE VIA HIGHWAY 101 PROJECT TRAFFIC MANAGEMENT PLAN FUNDS - (ATTACHMENT - ACTION MAY BE TAKEN)**
Staff will request that the Board of Directors authorize an agreement with SBCAG for the funding of new bus service with Traffic Management Plan funds for Phase 4 of the U.S. Highway 101 Project.
- 8. MICROTRANSIT FARE POLICY - (ACTION MAY BE TAKEN)**
Staff will recommend that the Board of Directors adopt a fare structure for MTD's microtransit service.
- 9. DRAFT SERVICE PLAN FOR FY 2020-21 - (INFORMATIONAL)**
Staff will recommend that the Board of Directors receive a presentation and provide feedback regarding the proposed service changes for August 2020.
- 10. LOW CARBON TRANSIT OPERATIONS PROGRAM RESOLUTION - (ATTACHMENT - ACTION MAY BE TAKEN)**
Staff will recommend that the Board adopt Resolution 2020-01 authorizing General Manager Jerry Estrada to execute all required documents for an application to the California Department of Transportation (Caltrans) for FY 2020 California cap-and-trade funds from the Low Carbon Transit Operations Program (LCTOP).
- 11. RESOLUTION FOR FISCAL YEAR 2020-21 TRANSPORTATION DEVELOPMENT ACT CLAIM - (ATTACHMENT - ACTION MAY BE TAKEN)**
Staff will request that the Board adopt the attached Resolution 2020-02 authorizing the General Manager to claim the Transportation Development Act (TDA) funds apportioned to Santa Barbara Metropolitan Transit District for FY 2020-21.
- 12. GENERAL MANAGER'S REPORT - (INFORMATIONAL)**
The General Manager will provide an update on district activities.
- 13. OTHER BUSINESS AND REPORTS - (INFORMATIONAL)**
The Board will report on other related public transit issues and committee meetings.
- 14. 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, March 3, 2020
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.

3. REPORT REGARDING THE POSTING OF THE AGENDA

Christina Perry, Administrative Assistant and Clerk of the Board, reported that the agenda was posted on Friday, February 28, 2020, at MTD's Administrative office, mailed and emailed to those on the agenda list, and posted on MTD's website.

CONSENT CALENDAR

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

The Board of Directors was asked to approve the draft minutes for the meeting of February 18, 2020.

5. CASH REPORTS - (ACTION MAY BE TAKEN)

The Board of Directors was asked to review and approve the Cash Reports from February 8, 2020, through February 21, 2020.

Director Paula Perotte moved to approve the consent calendar. Secretary Bill Shelor seconded the motion. The motion passed unanimously.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

Craig Geyer, incumbent Commissioner with the Santa Barbara Local Agency Formation Commission (LAFCO), introduced himself to the Board in preparation for the upcoming LAFCO election.

BOARD OF DIRECTORS DRAFT MINUTES

7. COMMERCIAL AUTO AND GENERAL LIABILITY INSURANCE RENEWAL - (ACTION MAY BE TAKEN)

Mary Gregg, Human Resources and Risk Manager, recommended renewal of Commercial Auto and General Liability Insurance coverage with National Interstate Insurance Company (NIIC) effective April 1, 2020 – April 1, 2021.

Director Olivia Rodriguez moved to renew Commercial Auto and General Liability Insurance coverage with National Interstate Insurance Company as recommended. Vice Chair Tabor seconded the motion. The motion passed unanimously.

8. FIRST DRAFT OF FISCAL YEAR 2020-21 BUDGET - (ATTACHMENT – ACTION MAY BE TAKEN)

Assistant Controller Thais Sayat presented the first draft of the Fiscal Year 2020-21 (FY20-21) budget to the Board. The Board engaged in discussion with staff and General Manager Jerry Estrada.

No action was taken.

9. GENERAL MANAGER’S REPORT - (INFORMATIONAL)

General Manager Estrada answered questions from the Board about the following district activities: LAFCO’s Municipal Service Review, the estimated completion date for the Transit Center renovation, and the viability of inductive charging.

10. OTHER BUSINESS AND REPORTS - (INFORMATIONAL)

The Finance, Human Resources, and Risk Committee met on February 25th. The Planning and Marketing Committee will meet on March 5th. The Calle Real Ad Hoc Committee was scheduled to meet following adjournment.

11. ADJOURNMENT

Director Rodriguez moved to adjourn the meeting. Chair Davis seconded the motion. The motion passed unanimously and the meeting adjourned at 9:24 AM.

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of March 17, 2020
For the Period February 22, 2020 through March 6, 2020

MONEY MARKET

Beginning Balance February 22, 2020 **\$2,649,335.50**

Accounts Receivable	1,217,461.77	
Passenger Fares	109,237.97	
Prepays & Advertising	9,164.00	
Measure A Transfer	6,170.45	
Miscellaneous Income	834.71	
Total Deposits	1,342,868.90	

Miscellaneous Transfers	(545.97)	
401(k)/Pension Transfer	(43,633.36)	
Payroll Taxes	(176,832.21)	
Payroll	(387,460.67)	
Accounts Payable	(454,236.82)	
Total Disbursements	(1,062,709.03)	

CERTIFICATES OF DEPOSIT

Institution	Maturity	Rate	
American Riviera Bank	2/28/2021	2.00%	1,511,207.36
Total Certificates of Deposit			1,511,207.36

\$1,511,207.36

Ending Balance

\$4,440,702.73

CASH INVESTMENTS

LAIF Account	\$8,775,875.26	
Money Market Account	4,440,702.73	

Total Cash Balance

\$13,216,577.99

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$5,369,229.84)	
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Working Capital

\$7,847,348.15

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

Date	Company	Description	Amount
2/21/2020	UCSB - Parking Services-7001	Passes/Passports Sales	8,104.00
2/24/2020	Montecito Bank & Trust	Advertising on Buses	3,247.00
2/25/2020	City of SB Creeks Division	Advertising on Buses	300.00
2/25/2020	Future Leaders of America	Advertising on Buses	1,020.00
2/25/2020	KCSB - FM	Advertising on Buses	498.00
2/25/2020	KCSB - FM	Advertising on Buses	498.00
2/25/2020	UCSB - Parking Services-7001	Passes/Passports Sales	3,640.00
2/28/2020	Celtis	Advertising on Buses	3,150.00
3/2/2020	Future Leaders of America	Advertising on Buses	1,020.00
3/2/2020	Hiltachk Marketing Group/SB Airport	Advertising on Buses	4,926.60
3/2/2020	LOSSAN Rail Corridor Agency	LOSSAN Contract Revenue Mar '20	10,056.50
3/2/2020	True Media LLC/Cottage Health	Advertising on Buses	936.00
3/4/2020	Local Transportation Fund	SB 325 - Feb '20	916,191.68
3/4/2020	Measure A, Section 3 LSTI	Measure A Funds Feb '20	262,781.99
3/5/2020	Department of Rehabilitation	Passes/Passports Sales	1,092.00
Total Accounts Receivable Paid During Period			\$1,217,461.77

**Santa Barbara Metropolitan Transit District
Accounts Payable**

Check #	Date	Company	Description	Amount	Voids
123221	2/28/2020	ABC BUS COMPANIES INC	BUS PARTS	31.86	
123222	2/28/2020	ACCONTEMPS DBA	CONTRACT EMPLOYMENT	4,483.20	
123223	2/28/2020	AMERICAN MOVING PARTS, LLC	BUS PARTS	1,066.51	
123224	2/28/2020	AON CONSULTING INC. (NJ)	OPEB ACTUARIAL VALUATION	26,800.00	
123225	2/28/2020	BIG BRAND TIRES, BRANDCO BILL	SERVICE VEHICLE MAINTENANCE	117.04	
123226	2/28/2020	CALIFORNIA ELECTRIC SUPPLY, I	SHOP/B&G SUPPLIES	32.71	
123227	2/28/2020	TIM CARDONA	TOOL ALLOWANCE	48.00	
123228	2/28/2020	CARQUEST AUTO PARTS	BUS PARTS & SUPPLIES	54.22	
123229	2/28/2020	CITY OF SANTA BARBARA	CSR PARKING PERMITS	752.74	
123230	2/28/2020	CELTIS VENTURES, INC.	MARKETING SERVICES	6,796.30	
123231	2/28/2020	COX COMMUNICATIONS, CORP.	INTERNET & CABLE TV	290.00	
123232	2/28/2020	CROCKER REFRIGERATION & AIR	HVAC MAINTENANCE	292.53	
123233	2/28/2020	CUMMINS SALES & SERVICE dba	BUS PARTS & REPAIRS	1,744.88	
123234	2/28/2020	DIESEL FORWARD, INC.	BUS PARTS	5,579.14	
123235	2/28/2020	DOWNTOWN ORGANIZATION, INC	TC MAINTENANCE	1,000.00	
123236	2/28/2020	FEDEX dba	FREIGHT CHARGES	256.56	
123237	2/28/2020	FRANCHISE TAX BOARD	PR GARNISHMENT	413.48	
123238	2/28/2020	STATE OF CALIFORNIA	PAYROLL RELATED	400.68	
123239	2/28/2020	G.L. HYDRAULICS INC.	VENDOR BUS REPAIRS	287.00	
123240	2/28/2020	GIBBS INTERNATIONAL INC	BUS PARTS	1,350.81	
123241	2/28/2020	GILLIG LLC	BUS PARTS	3,250.32	
123242	2/28/2020	GOLD COAST TRANSPORT REFRIG	BUS A/C MAINTENANCE	1,041.99	
123243	2/28/2020	GRAYBAR ELECTRIC COMPANY, I	REPAIRS & SUPPLIES T1 BLDG/GRDS	301.48	
123244	2/28/2020	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	52.13	
123245	2/28/2020	UNITED STATES TREASURY - IRS	PAYROLL RELATED	250.00	
123246	2/28/2020	LANSPEED DBA	IT SERVICES	2,562.50	
123247	2/28/2020	DEVIRIN MANKER	TOOL ALLOWANCE	163.00	
123248	2/28/2020	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	5,586.43	
123249	2/28/2020	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	1,107.21	
123250	2/28/2020	MUNOZ JANITORIAL	JANITORIAL SERVICES	11,700.00	
123251	2/28/2020	NATIONAL DRIVE	PAYROLL DEDUCTION	32.00	
123252	2/28/2020	NEWEGG BUSINESS, INC	IT EQUIPMENT & SUPPLIES	3,541.48	
123253	2/28/2020	NFI PARTS DBA	BUS PARTS	79.94	
123254	2/28/2020	PREVOST CAR INC.- CREDIT DEPT.	BUS PARTS	423.92	
123255	2/28/2020	N/S CORPORATION	BUS WASHER PARTS	925.58	
123256	2/28/2020	PERRY LINCOLN MERCURY MAZD	SERVICE VEHICLE PARTS / REPAIRS	77.39	
123257	2/28/2020	LETICIA RAMIREZ	PAYROLL RELATED	650.00	
123258	2/28/2020	SB COUNTY FEDERAL CREDIT UNI	PAYROLL DEDUCTION	260.00	

Check #	Date	Company	Description	Amount	Voids
123259	2/28/2020	SILVAS OIL CO., INC.	LUBRICANTS	265.73	
123260	2/28/2020	SANTA BARBARA SHERIFF'S DEPT	PAYROLL RELATED	50.00	
123261	2/28/2020	SANTA BARBARA TROPHY	DRIVER NAME PLATES	20.88	
123262	2/28/2020	SOFTCHOICE CORP, INC.	MICROSOFT LICENSES	15,489.65	
123263	2/28/2020	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	306.50	
123264	2/28/2020	STATE BOARD OF EQUALIZATION	PAYROLL RELATED	250.00	
123265	2/28/2020	SB CITY OF-REFUSE/WATER	UTILITIES	845.48	
123266	2/28/2020	TDS SERVICE CORP. DBA TRANSI	BUS PARTS REPAIRS	786.50	
123267	2/28/2020	THE COUNTRY MEAT MARKET IN	TRANSIT APPRECIATION DAY	2,934.56	
123268	2/28/2020	THE MEDCENTER	MEDICAL EXAMS	606.00	
123269	2/28/2020	TYLER TEJEDA	PER DIEM	81.00	
123270	2/28/2020	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	766.59	
123271	2/28/2020	TRUMAN ARNOLD COMPANIES (T	DIESEL FUEL	21,470.24	
123272	2/28/2020	UNITED WAY OF SB	PAYROLL DEDUCTION	68.00	
123273	2/28/2020	VEHICLE MAINTENANCE PROGRA	BUS PARTS	459.36	
123274	2/28/2020	VERIZON WIRELESS	WIRELESS PHONES & AIM CELLULAR	717.15	
123275	2/28/2020	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	439.74	
123276	2/28/2020	YACO SCHOLARSHIP FUND	PAYROLL DEDUCTION	48.00	
123277	3/5/2020	ABC BUS COMPANIES INC	BUS PARTS	158.60	
123278	3/5/2020	ASBURY ENVIRONMENTAL SERVI	WASTE OIL RECYCLER	65.00	
123279	3/5/2020	JOSE BAUTISTA	AD MOUNTING/DISMOUNTING	800.00	
123280	3/5/2020	BNS ELECTRONICS, INC.	SANTA YNEZ SITE RENTAL	305.00	
123281	3/5/2020	BUENA TOOL by HAYWARD LUMB	SHOP/B&G SUPPLIES	13.27	
123282	3/5/2020	BUYNAK, FAUVER, ARCHBALD&S	LEGAL COUNSEL	3,293.89	
123283	3/5/2020	CALIFORNIA ELECTRIC SUPPLY, I	SHOP/B&G SUPPLIES	402.51	
123284	3/5/2020	CARPINTERIA BRANCH LIBRARY	ROOM RENTAL - COMMUNITY MEETI	50.00	
123285	3/5/2020	CENTRAL COAST CIRCULATION, L	BUS BOOK DISTRIBUTION	627.00	
123286	3/5/2020	COMMUNITY RADIO, INC.	GIBRALTAR SITE RENTAL	273.85	
123287	3/5/2020	EDWARD CRUZ	REIMBURSEMENT	58.00	
123288	3/5/2020	CUMMINS SALES & SERVICE dba	BUS PARTS & REPAIRS	1,507.44	
123289	3/5/2020	DAVID DAVIS JR.	DIRECTOR FEES	180.00	
123290	3/5/2020	DAVID RZEPINSKI & ASSOCIATES	PROCUREMENT SERVICES	1,575.00	
123291	3/5/2020	ERGOMETRICS, INC.	DRIVER TEST SCORING	9.00	
123292	3/5/2020	SHERRIE FISHER	RETIREE HEALTH REIMBURSEMENT	308.48	
123293	3/5/2020	GIBBS INTERNATIONAL INC	BUS PARTS	1,541.88	
123294	3/5/2020	GILLIG LLC	BUS PARTS	1,496.17	
123295	3/5/2020	GUARDIAN-APPLETON (DENTAL I	DENTAL INSURANCE	4,996.58	
123296	3/5/2020	GUARDIAN-APPLETON (LIFE INS)	LIFE INSURANCE	691.25	
123297	3/5/2020	GOLETA VALLEY COMMUNITY CE	HALL RENTAL/DEPOSIT	107.50	
123298	3/5/2020	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	55.33	
123299	3/5/2020	LABOR ALLIANCE MANAGED TRU	UNION DENTAL INSURANCE	11,171.75	

Check #	Date	Company	Description	Amount	Voids
123300	3/5/2020	MC CORMIX CORP. (OIL)	LUBRICANTS	4,329.04	
123301	3/5/2020	MERITOR INC.	BUS PARTS	3,637.00	
123302	3/5/2020	MEDICAL EYE SERVICES, INC.	VISION INSURANCE	525.82	
123303	3/5/2020	CHUCK MCQUARY	DIRECTOR FEES	120.00	
123304	3/5/2020	MISSION LINEN SUPPLY, INC	UNIFORM & LINEN SERVICE	5,785.58	
123305	3/5/2020	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	76.93	
123306	3/5/2020	MOLINA MANUFACTURING D	REFURBISH BUS SEATS	412.21	
123307	3/5/2020	MOUNTAIN SPRING WATER	SHOP & OFFICE SUPPLIES	1,177.50	
123308	3/5/2020	MULLEN & HENZELL	CALLE REAL PROJECT SERVICES	12,378.11	
123309	3/5/2020	NEOPART TRANSIT LLC	BUS PARTS	62.40	
123310	3/5/2020	PAULA A. PEROTTE	DIRECTOR FEES	60.00	
123311	3/5/2020	PACIFIC MATERIALS LABORATOR	WELDING INSPECTIONS	660.00	
123312	3/5/2020	OLIVIA RODRIGUEZ	DIRECTOR FEES	180.00	
123313	3/5/2020	LINCOLN RUSSELL	DMV/VTT REIMBURSEMENT	58.00	
123314	3/5/2020	SAFETY-KLEEN CORPORATION	SHOP SUPPLIES	341.82	
123315	3/5/2020	SANSUM CLINIC	MEDICAL EXAMS	1,909.00	
123316	3/5/2020	SILVAS OIL CO., INC.	LUBRICANTS	311.24	
123317	3/5/2020	WILLIAM JOHN SHELOR	DIRECTOR FEES	180.00	
123318	3/5/2020	SM TIRE, CORP.	BUS TIRE MOUNTING	626.74	
123319	3/5/2020	SMARDAN-HATCHER CO., INC	B&G REPAIRS & SUPPLIES	191.78	
123320	3/5/2020	SO. CAL. EDISON CO.	UTILITIES	1,615.25	
123321	3/5/2020	STANTEC ARCHITECTURE INC.	FACILITIES MASTER PLAN	22,253.65	
123322	3/5/2020	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	4.34	
123323	3/5/2020	STEWART'S DE-ROOTING & PLUM	PLUMBING REPAIRS	300.20	
123324	3/5/2020	SB PUBLIC LIBRARY	HALL RENTAL- PUBLIC HEARING	250.00	
123325	3/5/2020	SB CITY OF-REFUSE/WATER	UTILITIES	3,386.70	
123326	3/5/2020	TILFORD WELDING DBA	VENDOR BUS REPAIRS	68.00	
123327	3/5/2020	DAVID T. TABOR	DIRECTOR FEES	180.00	
123328	3/5/2020	TEAMSTERS MISC SECURITY TRU	UNION MEDICAL INSURANCE	193,476.00	
123329	3/5/2020	TRANSIT TALENT LLC DBA	MISCELLANEOUS SERVICES	380.00	
123330	3/5/2020	TRUMAN ARNOLD COMPANIES (T	DIESEL FUEL	21,449.05	
123331	3/5/2020	J.C. M. AND ASSOCIATES INC.	UNIFORMS	1,911.37	
123332	3/5/2020	U.S. BANK CORP. PAYMENT SYST	CREDIT CARD PURCHASES	13,278.37	
123333	3/5/2020	VALLEY POWER SYSTEMS, INC.	BUS PARTS	833.96	
123334	3/5/2020	VC STAR / DESK SPINCO, INC	PUBLIC NOTICE ADS	975.70	
123335	3/5/2020	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	1,100.87	
123336	3/5/2020	RICHARD WEINBERG	DIRECTOR FEES	180.00	
123337	3/5/2020	WURTH USA WEST INC.	SHOP SUPPLIES	474.28	

Check #	Date	Company	Description	Amount	Voids
				454,236.82	
			Current Cash Report Voided Checks:	0.00	
			Prior Cash Report Voided Checks:	0.00	
			Grand Total:	\$454,236.82	



BOARD OF DIRECTORS STAFF REPORT

MEETING DATE: MARCH 17, 2020 **AGENDA ITEM: #7**

DEPARTMENT: PLANNING

TYPE: ACTION ITEM

PREPARED BY: HILLARY BLACKERBY _____
Signature

REVIEWED BY: GENERAL MANAGER _____
Signature

SUBJECT: FUNDING AGREEMENT WITH SBCAG FOR NEW LINE 19X SERVICE VIA HIGHWAY 101 PROJECT TRAFFIC MANAGEMENT PLAN FUNDS

RECOMMENDATION:

That the Board of Directors authorize an agreement with SBCAG for the funding of new bus service with Traffic Management Plan funds for Phase 4 of the U.S. Highway 101 Project.

DISCUSSION:

MTD staff have been in discussions with the Santa Barbara County Association of Governments (SBCAG) regarding possible additional bus service through the Highway 101 corridor as part of the fourth and final phase of the Highway 101 Project, expected to begin later in 2020.

This bus service would be funded by Caltrans Traffic Management Plan funds, which are always a component of major freeway construction projects, designed to mitigate congestion impacts caused by construction activities.

As discussed in previous Board of Directors meetings, and as fully described in the Draft Service Plan staff report, Agenda Item 9, MTD staff have proposed peak hour express service serving Carpinteria, Santa Barbara's Eastside neighborhood, and Santa Barbara City College. This service will have seven stops in either direction, two northbound AM trips, one midday roundtrip, and two southbound PM trips.

In order to move forward with this service, staff require board authorization to execute the funding agreement.

ATTACHMENT:

- Funding Agreement between SBCAG and Santa Barbara MTD for Traffic Management Plan Bus Service for Phase 4 of the U.S. Highway 101 Project

**FUNDING AGREEMENT BETWEEN THE
THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS
AND THE SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
FOR TRAFFIC MANAGEMENT PLAN BUS SERVICE FOR PHASE 4
OF THE U.S. HIGHWAY 101 PROJECT
Effective August 1, 2020**

This Funding Agreement (Agreement) is entered into between the Santa Barbara County Association of Governments, hereinafter referred to as "SBCAG", and the Santa Barbara Metropolitan Transit District, hereinafter referred to as "DISTRICT", for the purpose of defining agency roles, responsibilities and commitments for the operation of transit service as part of the Traffic Management Plan for Phase 4 of the U.S. Highway 101 Project (Project).

WHEREAS, under the current schedule, Caltrans, as lead agency, is scheduled to begin construction in 2020 and the Project is estimated to require four years to complete; and

WHEREAS, Caltrans has asked for SBCAG's assistance in implementing elements of a comprehensive Traffic Management Plan, which includes expanding bus transit service in the Project's corridor during construction; and

WHEREAS, Caltrans requires the development of a service plan for approval by Caltrans defining service routes and schedule and demonstrating that the funds will be effectively used to reduce congestion and improve safety in the Project construction zone; and

WHEREAS, SBCAG and DISTRICT recognize the mutual benefits of partnering to add new transit service to the Project corridor during construction; and

WHEREAS, DISTRICT is established and existing under Part 9, Division 10, of the California Public Utilities Code sections 95000 through 97100, and empowered to provide public transportation service in the South Coast of Santa Barbara County, and the DISTRICT has the equipment, vehicles, experience, and expertise necessary to provide high-quality transit service, which meets the objectives of the Traffic Management Plan; and

WHEREAS, SBCAG has been designated by the Governor as the Metropolitan Planning Organization responsible for carrying out the metropolitan transportation planning pursuant to the United States Code Title 23, section 134 and Title 23 Code of Federal Regulations Part 450, and is Regional Transportation Planning Agency for Santa Barbara County recognized under California Government Code section 29532.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVES.**

SBCAG's Executive Director and/or her designee is the Designated Representative of SBCAG and will administer this Agreement for and on behalf of SBCAG. DISTRICT's General Manager and/or his designee is the Designated Representative of DISTRICT. Each Party agrees to promptly provide written notice if the Designated Representative is changed.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To SBCAG: Santa Barbara County Association of Governments
260 North San Antonio Road, Suite B
Santa Barbara, CA 93110
Attention: Marjie Kirn, Executive Director

To DISTRICT: Santa Barbara Metropolitan Transit District
550 Olive Street,
Santa Barbara, CA 93101
Attention: Jerry Estrada, General Manager

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. Notices and consents under this section, which are sent by regular mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process, except as required by applicable law.

3. **SCOPE OF SERVICES.** DISTRICT agrees to assume the responsibilities identified in Exhibit A, attached hereto and incorporated herein by this reference.

4. **TERM.** The term of this agreement is August 1, 2020 to August 21, 2022, unless earlier terminated or extended.

Upon agreement of the Parties, the Executive Director of SBCAG and the DISTRICT's Designated Representative may through a written amendment extend the period of performance of this Agreement for up to an additional two years to August 18, 2024, in any increment determined appropriate by the Parties.

5. **REIMBURSEMENT TO DISTRICT.** In full consideration for DISTRICT's services, DISTRICT shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by SBCAG and which is delivered to the address given in Section 2, **NOTICES**, above, following completion of the increments identified in Exhibit B. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. **DEBARMENT AND SUSPENSION.** DISTRICT certifies to SBCAG that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state or local government contracts. DISTRICT certifies that it shall not contract with subcontractors for services under this Agreement that are so debarred or suspended.

7. **TAXES.** DISTRICT shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law that are not otherwise reimbursed in accordance to Section 5. SBCAG shall not be responsible for paying any taxes on DISTRICT's behalf and, should SBCAG be required to do so by State, federal, or local taxing agencies, DISTRICT agrees to promptly reimburse SBCAG for the full value of such paid taxes, plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

8. **CONFLICT OF INTEREST.** DISTRICT covenants that DISTRICT presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. DISTRICT further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by DISTRICT. DISTRICT must promptly disclose to SBCAG, in writing, any potential conflict of interest. SBCAG retains the right to waive a conflict of interest disclosed by DISTRICT if SBCAG determines it to be immaterial, and such waiver is only effective if provided by SBCAG to DISTRICT in writing.

9. **NO PUBLICITY OR ENDORSEMENT.** Neither Party shall use the other Party's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials, unless otherwise required. Neither Party shall use the other's name or logo in any manner that would give the appearance that one Party is endorsing the other. Neither Party shall in any way contract on behalf of or in the name of the other Party. Neither Party shall release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the other or the other's projects without obtaining the prior written approval of the other Party.

10. **PROPERTY AND INFORMATION.** Each Party's property, documents, and information provided to the other Party for use in connection with the services shall remain the originating Party's property, and the other Party shall return any such items whenever requested by the originating Party and whenever required according to the Termination section of this Agreement. The receiving Party may use such items only in connection with providing the services. The receiving Party shall not disseminate any property, documents, or information of the originating Party without the originating Party's prior written consent.

11. **RECORDS, AUDIT, AND REVIEW.** DISTRICT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of DISTRICT's profession and shall maintain such records for at least three (3) years

following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. SBCAG shall have the right to audit and review all such documents and records at any time during DISTRICT's regular business hours and upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00) DISTRICT shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). DISTRICT shall participate in any audits and review, whether by SBCAG or the State, at no charge to SBCAG.

12. **INDEMNIFICATION AND INSURANCE.** DISTRICT agrees to defend, indemnify and hold harmless the SBCAG and to procure and maintain insurance in accordance with the provisions of Exhibit C, attached hereto and incorporated herein by reference.

13. **NONDISCRIMINATION.** DISTRICT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, DISTRICT, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations: DISTRICT shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by this reference and made a part of this Agreement.

B. Nondiscrimination: DISTRICT or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. DISTRICT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the DISTRICT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate. DISTRICT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. DISTRICT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the regulations.

C. Solicitations for subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by DISTRICT for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by DISTRICT of DISTRICT's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

D. Information and Reports: DISTRICT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by SBCAG to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a DISTRICT is in the exclusive possession of another who fails or refuses to furnish this information, DISTRICT shall so certify to SBCAG, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of DISTRICT's noncompliance with the nondiscrimination provisions of this Agreement, SBCAG shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to DISTRICT under this Agreement until DISTRICT complies, and/or
2. Cancellation, termination or suspension of the Agreement in whole or in part.

14. **NON-ASSIGNMENT.** DISTRICT shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of SBCAG and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

15. **TERMINATION.**

A. **By SBCAG.** SBCAG may, by written notice to DISTRICT, as required below, terminate this Agreement.

1. **For Convenience.** SBCAG may terminate this Agreement in whole or in part upon one hundred twenty (120) days written notice. During the one hundred twenty (120) day period, DISTRICT shall, as directed by SBCAG, wind down and cease its services as quickly, safely and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on SBCAG from such winding down and cessation of services. SBCAG will reimburse District for all services provided to date of termination and all reasonable costs incurred by DISTRICT caused by SBCAG's termination.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or local governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then SBCAG will notify DISTRICT of such occurrence and SBCAG may terminate or suspend this Agreement in whole or in part upon one hundred twenty (120) days written notice. Subsequent to termination of this Agreement under this provision, SBCAG shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should DISTRICT materially default in the performance of this Agreement or materially breach any of its provisions, SBCAG may, at

SBCAG's sole option, terminate or suspend this Agreement in whole or in part by written notice, if such default or breach is not remedied by DISTRICT within thirty (30) days of written notice from SBCAG of such default or breach. Upon receipt of such notice, DISTRICT shall either take immediate steps to remedy the default or breach, or immediately discontinue all services affected and notify SBCAG as to the status of its performance. The date of termination shall be one hundred twenty (120) days after the date the notice is received by DISTRICT, unless the default or breach is remedied.

B. **By DISTRICT.** Should SBCAG fail to pay DISTRICT all or any part of the payment set forth in Exhibit B, DISTRICT may, at DISTRICT's sole option, terminate this Agreement if such failure is not remedied by SBCAG within thirty (30) days of written notice to SBCAG of such late payment. In addition, should DISTRICT be unable to provide the service described in this Agreement due to workforce or fleet limitations, restrictions, or constraints, DISTRICT may, at DISTRICT's sole option, terminate this Agreement.

C. **Upon termination,** DISTRICT shall deliver to SBCAG copies of all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by DISTRICT in performing this Agreement, whether completed or in process. Notwithstanding any other payment provision of this Agreement, SBCAG shall pay DISTRICT for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall DISTRICT be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. DISTRICT shall furnish to SBCAG such financial information as in the good faith judgment of SBCAG is necessary to determine the reasonable value of the services rendered by DISTRICT. In the event of a dispute as to the reasonable value of the services rendered by DISTRICT, the dispute shall be decided by a neutral mediator agreed to by the parties or, if no agreement can be reached, appointed by the Santa Barbara Superior Court. The foregoing is cumulative and shall not affect any right or remedy which the Parties may have in law or equity.

16. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

17. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

19. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

20. **NO WAIVER OF DEFAULT.** No delay or omission of the Parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the Parties shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the affected Party.

21. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement, together with all exhibits thereto, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

22. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. **COMPLIANCE WITH LAW.** DISTRICT shall, at its sole cost and expense, comply with all, state and federal ordinances and statutes, including regulations now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of DISTRICT in any action or proceeding against DISTRICT, whether SBCAG is a party thereto or not, that DISTRICT has violated any such ordinance statute, or regulation, shall be conclusive of that fact as between DISTRICT and SBCAG.

23. **CALIFORNIA LAW AND JURISDICTION.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the federal district court nearest to Santa Barbara County, if in federal court.

24. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

25. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms

represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, DISTRICT hereby warrants that it shall not have materially breached the terms or conditions of any other contract or agreement to which DISTRICT is obligated, which breach would have a material effect hereon.

26. **SURVIVAL**. All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

27. **PRECEDENCE**. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the numbered sections shall prevail over those in the Exhibits.

28. **THIRD PARTY AGREEMENTS or SUBCONTRACTORS**. DISTRICT may provide the services described herein through a Third Party Agreement or retain the services of subcontractors to assist with the fulfillment of its roles and responsibilities outlined in this Agreement. DISTRICT shall be fully responsible for all services performed by its Third Party Agreements, subcontractors, or both. DISTRICT shall secure from any and all Third Party Agreements or subcontractors all rights for SBCAG in this Agreement, including audit rights, and all rights for SBCAG. DISTRICT shall ensure Third Party Agreements or subcontractors' compliance with California Labor Code, including, but not limited to, the payment of prevailing wage when required.

29. **SUSPENSION FOR CONVENIENCE**. SBCAG may, with reasonable cause, and upon one hundred twenty (120) days advanced notice, order DISTRICT in writing to suspend, delay, or interrupt the work under this Agreement in whole or in part for up to 90 days. SBCAG shall pay all reasonable costs incurred by DISTRICT for any such suspension under this provision. However, no such suspension shall constitute a breach of this Agreement.

30. **DISPUTES**. Within a period of 45 days after the request for mediation, the Parties agree to convene with a mutually agreed upon mediator, with business representatives present, for at least one session to attempt to resolve the matter in good faith. In no event will mediation delay commencement of the litigation for more than 45 days absent agreement of the Parties or interfere with the availability of emergency relief.

31. **IMMATERIAL AMENDMENTS**. DISTRICT and SBCAG agree that immaterial changes to the Agreement such as updating the Designated Representative, addresses for notices, or other clerical error corrections which will not result in a material change to the Agreement, Statement of Work, or total contract amount may be authorized may be authorized by DISTRICT's Designated Representative and SBCAG's Executive Director, or designee, in writing, and in accordance with Section 21.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective August 1, 2020.

SANTA BARBARA METROPOLITAN
TRANSIT DISTRICT

SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS:

By: _____
Dave Davis
Chair

By: _____
Gregg Hart
Chair

Date: _____

Date: _____

ATTEST:
Jerry Estrada
General Manger
Santa Barbara Metropolitan Transit
District

ATTEST:
Marjie Kirn
SBCAG Executive Director
Clerk of the Board

By: _____

By: _____
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: _____
Doug Large
Attorney
Santa Barbara Metropolitan
Transit District

By: _____
Deputy County Counsel

EXHIBIT A Scope of Work

The parties agree this scope of work is to add a new bus service to the U.S. Highway 101 corridor between Carpinteria and Santa Barbara (“service”), according to the roles and responsibilities described below.

1. DISTRICT’S Discretion Over Services

A. Project Description

The service will consist of peak period and midday bus transit service between Carpinteria and Santa Barbara City College in Santa Barbara. The service will be open to the public, for all trip purposes, and will be fully accessible to persons with disabilities.

B. DISTRICT Responsibility

DISTRICT shall be responsible for developing routes, hours of operation, days of operation, and headways appropriate to maintain such service. DISTRICT shall retain sole responsibility and full discretion for the planning, management, administration, maintenance, and operation of such services, including hours, location, headways, equipment, personnel, advertising, and services. DISTRICT shall notify SBCAG at least 60 days prior to any significant change of route and/or schedule. DISTRICT may provide such services with DISTRICT personnel and resources, through third party contracts for all or part of such services, or by other agreements, at the sole discretion of DISTRICT. DISTRICT shall each year conduct any and all necessary public hearings to develop the routes, days, hours, headways, and methods of operation appropriate for such service.

C. Fares

DISTRICT’s Board of Directors shall determine and set fares and hold public hearings for fare changes, as required. DISTRICT will ensure federal compliance with regards to fares, including compliance with Title VI of the Civil Rights Act.

D. Routes

The initial schedule and route for the new service are attached as Appendix A. This service plan may be modified at any time according to Sections 1B and 6 of this Exhibit A.

E. Performance

DISTRICT shall collect all data required to evaluate service performance, and shall provide a written report to SBCAG monthly, including per trip ridership for each of the six trips, fare type, fare revenue collected, trip failures, and on-time performance. In year one (1) of service, Carpinteria stop boardings and alightings per trip are estimated to average twelve to fifteen (12-15) riders. Year two (2) of service,

Carpinteria stop boardings and alightings per trip are estimated to average fifteen to eighteen (15-18) riders.

	Year One	Year Two
Carpinteria ridership per trip	12-15	15-18

After the first six months of service, DISTRICT shall provide a ridership report to SBCAG for each of the six trips. If ridership does not meet the performance standards, DISTRICT shall recommend strategies to increase ridership.

F. Vehicles

DISTRICT will make available DISTRICT-owned vehicles for this service.

2. Line 20 On-Time Performance

DISTRICT will monitor the on-time performance (OTP) of DISTRICT’s existing Line 20, which provides service between Carpinteria and Santa Barbara. If Line 20 overall OTP drops below 75% for three (3) consecutive months during the term of this Agreement, DISTRICT staff, in consultation with SBCAG staff, will assess enhancements to Line 20 service to improve overall Line 20 OTP to greater than 75%. In accordance with Exhibit B, DISTRICT will invoice SBCAG, and SBCAG shall reimburse DISTRICT, for the cost of the selected enhancement. Reimbursement for any costs involving Line 20 shall be subject to the Not-To-Exceed amount of this Agreement. In the event that the conditions referenced above are met, additional funding may be sought in writing to Caltrans by DISTRICT General Manager and SBCAG Executive Director.

3. Adjustments To Services

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

4. DISTRICT’S Right Not to Perform a Service Where Subsidy Is Not Provided

If DISTRICT determines to perform the services, SBCAG shall make the subsidy described herein available to DISTRICT according to the provisions of this Agreement.

DISTRICT is not required to perform any service for which a subsidy is not provided as is specified under the terms, conditions, and limitations provided herein.

5. Funding Not Guaranteed

The obligation of SBCAG to provide funds hereunder shall be subject to the condition precedent that funds for said services are approved in applicable budgets and appropriated to SBCAG for such services, and subject, further, to the receipt of such funds for use as provided herein. In the event that SBCAG notifies DISTRICT that funding for the following fiscal year is insufficient to provide the annual hours of service required to provide the service described in this Exhibit A, Section 1 above, DISTRICT shall work cooperatively with SBCAG to develop a mutually agreeable solution for the following fiscal year.

6. Service To Be Provided

The service to be provided is generally described as below, subject to the terms and conditions of this Agreement. The details listed below are in draft form and DISTRICT may make minor changes to stops and routing for operational reasons.

Carpinteria to Santa Barbara City College

Casitas Plaza, R Carpinteria Ave, R Santa Ynez, L Via Real, 101 N @ Santa Monica, exit Milpas, L Gutierrez, L Garden, R Cabrillo, R Loma Alta, R Cliff

Santa Barbara City College to Carpinteria

Cliff, L Castillo, R Haley, R Milpas, 101 S., exit Santa Claus, L Padaro, R Via Real, R Santa Ynez, L Carpinteria Ave, Casitas Plaza

Northbound Stops

Carpinteria & Palm
Carpinteria Ave & Elm
Via Real & Santa Ynez
Milpas & Carpinteria St
Milpas & Montecito
Gutierrez & Laguna
SBCC Main Campus

Southbound Stops

SBCC Main Campus
Haley & Laguna
Milpas & Gutierrez
Milpas & Quinientos
Via Real & Cramer
Carpinteria Ave & Holly
Casitas Plaza

Initial Schedule

Departures from Carpinteria and Palm in Carpinteria @ 7:00a, 8:00a, 11:45a

Departures from SBCC @ 12:40p, 4:30p, 5:30p

Weekday service days only; service will not operate during SBCC Winter and Spring Breaks (approximately 225 service days per Fiscal Year)

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation

1. For DISTRICT services to be rendered under this Agreement, DISTRICT shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$350,000** for the term August 1, 2020 to August 21, 2022, unless otherwise agreed.
2. If the Parties agree to extend the period of performance, then for DISTRICT services to be rendered under this Agreement, DISTRICT shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$350,000** for the term August 22, 2022 to August 18, 2024, and not to exceed **\$700,000** for the term and term extension, unless otherwise agreed.
3. Monthly, DISTRICT shall submit to the SBCAG Designated Representative an invoice for the service performed over the period specified within the scope of work. SBCAG shall pay invoices for such work within 30 days of receipt of correct and complete invoices from DISTRICT.
4. DISTRICT shall deduct fares collected from the billable hours as defined in Section 5, Hourly Operating Rate below and invoice SBCAG for the resulting net cost of the service provided on a calendar monthly basis. SBCAG shall reimburse DISTRICT for the net cost of the service.
5. **Hourly Operating Rate.** DISTRICT shall be reimbursed by SBCAG for the operation of the service at the annual DISTRICT system fully allocated rate per revenue vehicle hour. The rate will be recalculated for each fiscal year that this Agreement is in effect, based on the original adopted budget of DISTRICT for the respective fiscal year. This rate is inclusive of all costs associated with operating the service, including, but not limited to, maintenance, fuel, vehicle insurance, operator/driver compensation, fare collection and pass distribution and sales, benefits, and insurance (including workers' compensation insurance).
6. In the event that the conditions referenced in Exhibit A, Section 2 occur, additional funding may be sought in writing to Caltrans, upon agreement, by DISTRICT General Manager and SBCAG Executive Director.
7. SBCAG's failure to discover or object to any unsatisfactory billings prior to payment will not constitute a waiver of SBCAG's right to require DISTRICT to correct such billings or seek any other legal remedy within 90 days of payment.

EXHIBIT C
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

DISTRICT agrees to indemnify, defend (with counsel reasonably approved by SBCAG) and hold harmless SBCAG and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by SBCAG on account of any claim except where such indemnification is prohibited by law. DISTRICT's indemnification obligation applies to SBCAG's active as well as passive negligence but does not apply to SBCAG's sole negligence or willful misconduct.

2. NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

DISTRICT shall notify SBCAG immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

3. Insurance

DISTRICT shall purchase and maintain the following minimum insurance at its sole cost and expense, with an insurer or insurers that meet the requirements in item 3.e.) and shall endeavor to notify SBCAG in writing prior to any reduction in insurance coverage of any kind or type. If DISTRICT maintains higher limits than the minimums shown above, SBCAG requires and shall be entitled to coverage for the higher limits maintained by the DISTRICT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SBCAG.

a) General liability and auto liability insurance with a combined per occurrence limit of at least \$10,000,000 per claim. This insurance shall include:

i. Extension of coverage to SBCAG, its officers, officials, employees, and agents, as additional insureds, with respect to the District's liabilities hereunder;

ii. A provision that the District's insurance shall apply as primary, and not excess of, or contributing with, SBCAG's;

iii. Contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the District and SBCAG in the indemnity and hold harmless provisions herein;

iv. A cross liability clause, or equivalent wording, stating that coverage will apply to each named or additional insured as if separate policies had been issued to each;

v. A provision that the policies be provided on an "occurrence" basis.

b) Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

c) Approval of insurance by SBCAG or acceptance of the certificate of insurance by SBCAG shall not relieve or decrease the extent to which the District may be held responsible for payment of damages resulting from the District's services or operation pursuant to these conditions, nor shall it be deemed a waiver of SBCAG rights to insurance coverage hereunder.

d) Current Certificates of Insurance on forms acceptable to SBCAG and evidencing the above coverage shall be completed by the District's insurer or its agent and submitted to SBCAG. The District shall require any and all third party contractors providing services to the District in connection with the District's performance of this Agreement to provide Commercial General Liability, Automobile Liability, and Workers' Compensation and Employer's Liability Insurance with the identified limits of coverage and upon the terms and provisions required above, naming both DISTRICT and SBCAG as additional insureds and establishing any such insurance as primary to any insurance protection obtained by DISTRICT or SBCAG.

e) All insurance shall be issued by a company or companies licensed to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-VII. Any exception to these requirements must be approved by SBCAG.

f) The above stated insurance coverage required to be maintained by the DISTRICT shall be maintained until the completion of all of the DISTRICT's obligations under this Agreement. The DISTRICT shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

g) In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, SBCAG has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by SBCAG as a material breach of contract

h) Each party hereby grants to the other a waiver of any right to subrogation which any insurer of either may acquire against the other by virtue of the payment of any loss under such insurance. The parties agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not received a waiver of subrogation endorsement from the insurer.

i) SBCAG understands that the DISTRICT is self-insured with regard to Worker's Compensation, general liability and auto liability insurance with Self Insured Retentions of amounts up to \$500,000, or more, as determined by the District.



BOARD OF DIRECTORS REPORT

MEETING DATE:	MARCH 17, 2020	AGENDA ITEM: #8
DEPARTMENT:	PLANNING	
TYPE:	ACTION ITEM	
PREPARED BY:	HILLARY BLACKERBY	_____ <i>Signature</i>
REVIEWED BY:	GENERAL MANAGER	_____ <i>Signature</i>
SUBJECT:	MICROTRANSIT FARE POLICY	

RECOMMENDATION:

Staff recommends that the Board of Directors adopt a fare structure for MTD's microtransit service.

DISCUSSION:

As previously presented, Santa Barbara MTD will be conducting a one-year pilot of microtransit service in the Goleta area. On March 5, 2020, the Planning and Marketing Committee unanimously recommended the following fare policy for that service.

Trips will be paid for in one of two ways: through the TransLoc smartphone application, or via cash onboard.

Staff recommends a standard fare of \$3.00 for one one-way trip, and \$1.50 reduced fare for people age 62 and over and for people with disabilities who qualify via MTD's mobility reduced fare program.

Staff also recommends that MTD offer free transfers from a microtransit trip to MTD fixed route service.



BOARD OF DIRECTORS REPORT

MEETING DATE: MARCH 17, 2020 **AGENDA ITEM: #9**
DEPARTMENT: PLANNING
TYPE: INFORMATIONAL ITEM
PREPARED BY: HILLARY BLACKERBY _____
Signature
REVIEWED BY: GENERAL MANAGER _____
Signature
SUBJECT: DRAFT SERVICE PLAN FOR FY 2020-21

RECOMMENDATION:

That the Board of Directors receive a presentation and provide feedback regarding the proposed service changes for August 2020.

DISCUSSION:

On March 5, 2020, the Planning and Marketing Committee voted unanimously to forward the draft recommendations to the full board. Staff are considering a .09% increase in revenue hours for FY 2020-21. The approved service level for FY 2019-20 was 227,696 hours. The changes currently under consideration would increase the service level to 227,906 hours representing a net increase of 210 hours. The potential net increase in service hours is primarily comprised of minor adjustments for on-time performance and new service funded by Caltrans via SBCAG. Other service changes are proposed to make service more efficient. Staff are again planning to distribute a survey that explains the proposed changes and seeks input from the public.

Lines	Purpose of Changes	Additional Revenue Hours
20, 27, 28, & 36	On-time performance	29
12x & 24x	On-time performance	0
16	Service reduction	(688)
3 & 7	Minor adjustments	(167)
19x	New Caltrans/SBCAG funded service	956*
Booster services	Routing changes	30
Miscellaneous	Minor adjustments	50
Total		210**

*Line 19x is to be funded by Highway 101 Traffic Mitigation Plan funds through an agreement with SBCAG.

**The Microtransit pilot is expected to start in the 2020/21 fiscal year, and would add revenue hours to MTD's total service.

BOARD OF DIRECTORS REPORT

New peak hour line serving Carpinteria, Santa Barbara’s Eastside, and SBCC

MTD is currently in the final stages of executing an agreement with SBCAG as part of the Traffic Management Plan (TMP) associated with the forthcoming Phase IV of the Highway 101 High-Occupancy Vehicle Lane Project. This funding agreement would provide for a new express bus route, to operate for at least the first two years of the highway project in an effort to mitigate traffic congestion in the 101 corridor.

This new line, to be named the Line 19x, will have two northbound AM peak trips, one midday round trip, and two southbound PM peak trips. The northbound route will originate in Carpinteria, serve Santa Barbara’s Eastside, and terminate at the Santa Barbara City College campus. The southbound route will do the opposite. Proposed stops are listed below.

Proposed Stops for Line 19x (Carpinteria-SBCC Express)	
Northbound/Outbound Stops	Southbound/Inbound Stops
Carpinteria & Palm	SBCC Main Campus
Carpinteria Ave & Elm	Haley & Laguna
Via Real & Santa Ynez	Milpas & Gutierrez
Milpas & Carpinteria St	Milpas & Quinientos
Milpas & Montecito	Via Real & Cramer
Gutierrez & Laguna	Carpinteria Ave & Holly
SBCC Main Campus	Casitas Plaza

The Line 19x route is intended to reduce single-occupancy vehicle trips in the corridor, and provide a one-seat ride from both Carpinteria and the Eastside to SBCC, two routes long requested by the riding public. The service will operate Monday through Friday on weekday service days only, and will not operate during SBCC Winter and Spring breaks. The service will run for approximately 225 days per year.

Proposed Line 19x AM Trip Departure and Arrival Times	
Departure from Carpinteria & Palm	Arrival at SBCC
7:00am	7:40am
8:00am	8:40am
11:45am	12:20pm

Proposed Line 19x PM Trip Departure and Arrival Times	
Departure from SBCC	Arrival at Casitas Plaza
12:40pm	1:20pm
4:30pm	5:20pm
5:30pm	6:20pm

Line 16 frequency reduction

Line 16 (SBCC Shuttle) is a short and direct route running between the Transit Center and Santa Barbara City College on weekdays when SBCC is in session in the Fall and Spring semesters. Under this proposal, Line 16 would lose 5.5 roundtrips a day, and between 12:30pm and the end of service, frequency would be reduced from 20 minutes to every 35 minutes. The span of service would be expanded slightly at the end of the service window. Currently, the last Line 16 leaves West Campus stop at 5:31pm. Under this proposal, the last Line 16 would leave West Campus at approximately 5:56pm, allowing students who get out of class at 5:30pm time to reach the last bus. Per a request from the public at the Planning and Marketing Committee, staff looked at the

possible savings of maintaining the Monday through Thursday Line 16 schedule and eliminating service on Fridays. Staff estimates that doing so would save 480 revenue hours a year, versus 686 hours in the staff proposal. Staff still recommends maintaining Line 16 service Monday through Friday, with the frequency reduction throughout the week.

Minor on-time performance adjustments

Upon staff analysis of current on-time performance, minor changes are needed on Lines 20, 27, 28, and 36 due to traffic congestion along the routes. This will consist mostly of small changes, reallocating time between time points, or adjusting trip times at a specific time of day. Adjustments on Lines 20, 27, and 36 will only be on weekend service days; adjustments on Line 28 will only be on weekday service days when UCSB is in session. With these proposed schedule adjustments Line 20 will lose 0 trips, Line 27 will lose 2 round trips, Line 28 will lose 13 round trips, and Line 36 will lose 5 round trips.

Line 36 routing change assessment

Line 36 (Seaside Shuttle) routing is currently being assessed by MTD Planning and Operations staff for a possible change. Currently, Line 36 acts as a circulator route and travels along Ogan Road between Casitas Pass and Camino Trillado. There is interest in the neighborhood in changing the route alignment in this section of the neighborhood as Ogan Road has received increased traffic volumes as vehicles try to avoid Highway 101 during construction. Staff is currently assessing routing via either Shemara Street or El Carro Lane. If the alignment should shift to Shemara, there is a possible location for a stop on Shemara at Haida St. Further assessment and outreach is needed before a stop would be placed there.

Minor adjustments on Lines 3 and 7 for operational efficiency

The first weekday morning Line 3 (Oak Park) inbound trip currently originates at the Treasure and Tallant stop, though it is not listed on the published schedule. This is entirely unnecessary and duplicative since the next Line 3 arrives approximately 3 minutes later. Staff proposes removing this partial trip.

The last weekday inbound trip of the Line 7 (Goleta Old Town) is a partial trip that originates at 9:30pm at Calle Real and Turnpike and ends at the Transit Center at 10:00pm. This trip does not connect from the other end of the Line 7 route, and ridership on this partial trip is minimal. This change would not affect the outbound schedule of the Line 7.

Efficiency improvements and on-time performance for Lines 12x and 24x

In August 2019, MTD reduced the number of stops on Lines 12x (Goleta Express) and 24x (UCSB Express) in an effort to increase the express nature of these important routes. Lines 12x and 24x are interlined, meaning for most of the day, one line becomes the other at the end of the route.

In the first six months of these changes, staff has assessed total dwell time, trip time, and on-time performance on these lines to assess further changes. Staff recommends taking some time from the 12x schedule and sliding it to the 24x schedule to address some on-time performance issues.

Minor booster service routing changes

In December 2019, Planning staff effected a minor change on the Line 2630 AM booster route serving Goleta Valley Junior High by adding a bus stop at Los Carneros and Karl Storz Drive. This was added to serve the residents of the newly inhabited residential area along Los Carneros

BOARD OF DIRECTORS REPORT

Road near the 101 overcrossing. As of March 2nd, 2020, the 2630 PM route has been changed to serve this area on the trip back in the afternoon, with the activation of a matching stop on the other side of Los Carneros. The PM route is now the reverse route of the AM route. These changes did not add any revenue hours. Since this change, MTD has received a few calls from parents of students who live in the neighborhoods on the south side of Hollister, concerned that now their children have to cross the street to get home. Staff is assessing this issue at this time.

To further serve this area, staff is recommending adding the Los Carneros at Karl Storz Drive to the 2660 booster route, which is only a PM route that picks up at Goleta Valley Junior High School after 7th period. The route already passes this area, this change would simply give students the option of alighting near the Los Carneros housing.

Additionally, staff recommends making changes to the 2740 AM and PM routes that serve Dos Pueblos High School. The AM route would begin at Los Carneros and Karl Storz Drive, then continue up Hollister to connect with the original route. The PM route would end at Los Carneros and Karl Storz Drive.

Microtransit - The Wave

MTD's microtransit pilot in Goleta is still planned to begin later in 2020. Marketing staff have selected a name and branding for the service: The Wave. Three Ford Transit 350 EL vans are on order and are scheduled to be manufactured in the next few months. Plans for span of service and days of service are in the works, and the service change survey will contain specific questions related to microtransit service.



BOARD OF DIRECTORS REPORT

MEETING DATE: MARCH 17, 2020 **AGENDA ITEM: #10**
DEPARTMENT: PLANNING
TYPE: ACTION ITEM
PREPARED BY: HILLARY BLACKERBY _____
Signature
REVIEWED BY: GENERAL MANAGER _____
Signature
SUBJECT: LOW CARBON TRANSIT OPERATIONS PROGRAM RESOLUTION

RECOMMENDATION:

Staff recommends that the Board adopt Resolution 2020-01 authorizing General Manager Jerry Estrada to execute all required documents for an application to the California Department of Transportation (Caltrans) for FY 2020 California cap-and-trade funds from the Low Carbon Transit Operations Program (LCTOP), agreeing to comply with all conditions and requirements set forth in the Certification and Assurances, authorizing the allocation request, and authorizing the submittal to Caltrans of the project “SBMTD Microtransit Pilot - Phase II.”

DISCUSSION:

California cap-and-trade auction proceeds are appropriated to several programs, including the LCTOP, which is administered by Caltrans and the California Air Resources Board. All projects funded with auction proceeds must demonstrate greenhouse gas reduction. LCTOP provides formula funds to transit agencies such as MTD based on the agency’s percentage of statewide fare revenue, and to regional transportation planning agencies such as the Santa Barbara County Association of Governments (SBCAG) based on the area’s percentage of statewide population.

Staff proposes to submit an application to apply the available FY 2020 LCTOP funds towards the Microtransit Pilot Project - Phase II. Applications are due to Caltrans by April 8.

The SBCAG population-based FY 2020 LCTOP funds total \$831,492. SBCAG staff initially reported that North County jurisdictions did not have a project for these funds. Thus, SBCAG proposed that these funds be reserved for South County projects this year, and that next year’s population-based funds be reserved for North County projects. (If the amount of funds provided next year differs from the amount available this year, staff proposed that an adjustment would be made to next year’s funding to equalize the amounts.) SBCAG further proposed that \$200,000 of this year’s funding be provided to SBCAG for rail passenger fare subsidies (\$100,000 for each of the next two years). Santa Maria then remembered that they have a project requiring \$40,000 for this year’s funds. Thus, SBCAG proposed that \$40,000 of this year’s funding be provided to Santa Maria from MTD’s share, and that MTD be provided \$40,000 of next year’s funds.

BOARD OF DIRECTORS REPORT

Thus, the recommendation to the SBCAG Board is to allocate \$591,492 to MTD. These funds will be applied to two years of the “SBMTD Microtransit Pilot - Phase II” project. The \$186,561 in MTD farebox revenue share of LCTOP funds will also be applied to this project.

ATTACHMENTS:

- LCTOP Authorized Agent Form
- LCTOP Certifications and Assurances
- LCTOP Allocation Form
- MTD Board Resolution 2020-01



FY 2019-20 LCTOP
Authorized Agent

AS THE Chief Executive Officer
(Chief Executive Officer/Director/President/Secretary)

OF THE Santa Barbara Metropolitan Transit District
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Director of Finance and Administration Brad Davis OR
(Name and Title of Authorized Agent)

Manager of Government Relations & Compliance Steve Maas OR
(Name and Title of Authorized Agent)

Finance Manager Thais Sayat OR
(Name and Title of Authorized Agent)

OR
(Name and Title of Authorized Agent)

Jerry Estrada General Manager
(Print Name) (Title)

(Signature)

Approved this 17 day of March, 2020



FY 2019-20 LCTOP Certifications and Assurances

Lead Agency: Santa Barbara Metropolitan Transit District

Project Title: SBMTD Microtransit Pilot - Phase II

Prepared by: Steve Maas

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.
2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.
2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.
3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.
4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.
5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.
8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).



FY 2019-20 LCTOP

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:
 - a. Semi-Annual Progress Reports by May 15th and November 15th each year.
 - b. A Close Out Report within six months of project completion.
 - c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.
 - d. Project Outcome Reporting as defined by CARB Funding Guidelines.
 - e. Jobs Reporting as defined by CARB Funding Guidelines.
2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
 - a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and
 - b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with



FY 2019-20 LCTOP

Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per ARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties



FY 2019-20 LCTOP

shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all of these conditions will be met.

Jerry Estrada

(Print Authorized Agent)

General Manager

(Title)

(Signature)

(Date)



FY 2019-20 LCTOP Allocation

Lead Agency:	Santa Barbara Metropolitan Transit District
Project Title:	SBMTD Microtransit Pilot - Phase II
Regional Entity:	Santa Barbara County Association of Governments
County:	Santa Barbara

Lead Agency: I certify the scope, cost, schedule, and benefits as identified in the attached Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process and/or auction receipts. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, Lead Agency shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation - Division of Rail and Mass Transportation.

Authorized Agent:	Jerry Estrada
Title:	General Manager
Lead Agency:	Santa Barbara Metropolitan Transit District

Signature:	
PUC Funds Type:	99313 \$ 0
PUC Funds Type:	99314 \$ 186,561

Contributing Sponsor(s): The contributing sponsor is an entity that passes funds to the Lead Agency to support a project. The contributing sponsor could be the regional entity (PUC 99313) passing their funds to a recipient agency within their region or a recipient agency (PUC 99314) passing their funds through to either a regional entity or a recipient agency within their region. The contributing sponsor(s) must also sign and state the amount and type of LCTOP funds (PUC Sections 99313 and 99314) they are contributing the project. Sign below or attach a separate officially signed letter providing that information. If there is more than one contributing sponsor, please submit additional page, or a letter from the additional Contributing Sponsors.

Authorized Agent:	Marjie Kirn
Title:	Executive Director
Lead Agency:	Santa Barbara County Association of Governments

Signature:	
PUC Funds Type:	99313 \$ 591,492
PUC Funds Type:	99314 \$ 0



**FY 2019-20 LCTOP
RESOLUTION #2020-01**

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE FOLLOWING PROJECT(S):
SBMTD MICROTRANSIT PILOT - PHASE II

WHEREAS, the Santa Barbara Metropolitan Transit District (District) is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the District wishes to delegate authorization to execute these documents and any amendments thereto to General Manager Jerry Estrada; and

WHEREAS, the District wishes to implement the following LCTOP project listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED by the Board of Directors of the District that General Manager Jerry Estrada be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that it hereby authorizes the submittal of the following project nomination and allocation request to the Department in FY19-2020 LCTOP funds:

Project Name: SBMTD Microtransit Pilot - Phase II

Amount of LCTOP funds requested: \$778,053

Short description of project: Two one-year pilots of microtransit on-demand van service

Benefit to a Priority Population: The project will serve AB 1550 Low-Income Communities located within the District's borders

Contributing Sponsor: Santa Barbara County Association of Governments



FY 2019-20 LCTOP

PASSED AND ADOPTED by the Board of Directors of the Santa Barbara Metropolitan Transit District this 17th day of March, 2020, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors



BOARD OF DIRECTORS REPORT

MEETING DATE: MARCH 17, 2020 **AGENDA ITEM: #11**
DEPARTMENT: FINANCE
TYPE: ACTION ITEM
PREPARED BY: THAIS SAYAT _____
Signature
REVIEWED BY: GENERAL MANAGER _____
Signature
SUBJECT: RESOLUTION FOR FISCAL YEAR 2020-21 TRANSPORTATION DEVELOPMENT ACT CLAIM

RECOMMENDATION:

Staff requests that the Board adopt the attached Resolution 2020-02 authorizing the General Manager to claim the Transportation Development Act (TDA) funds apportioned to Santa Barbara Metropolitan Transit District for FY 2020-21.

DISCUSSION:

Staff is preparing the Santa Barbara Metropolitan Transit District's FY 2020-21 TDA claim forms. All claims must be submitted to the Santa Barbara County Association of Governments by April 1, 2020.

ATTACHMENT:

- Resolution 2020-02 for the FY 2020-21 Transportation Development Act Claim

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

IN THE MATTER OF AUTHORIZING THE FILING
OF A CLAIM WITH THE SANTA BARBARA
COUNTY ASSOCIATION OF GOVERNMENTS
FOR ALLOCATION OF TRANSPORTATION
DEVELOPMENT ACT FUNDS FOR FISCAL
YEAR 2020-21

RESOLUTION NO. 2020-02

WHEREAS, the Transportation Development Act (TDA), as amended (Public Utilities Code Section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund and the State Transit Assistance Fund, for use by eligible claimants for various transportation purposes; and

WHEREAS, pursuant to the provisions of the TDA, as amended, and pursuant to the applicable rules and regulations hereunder (21 Cal. Admin. Code Sections 6600 et seq.) a prospective claimant wishing to receive an allocation from the Local Transportation Fund or the State Transit Assistance Fund shall file its claim with the Santa Barbara County Association of Governments.

NOW, THEREFORE, BE IT RESOLVED that the General Manager, Jerry Estrada, is authorized to execute and file an appropriate claim pursuant to the terms of the Transportation Development Act, as amended, and pursuant to applicable rules and regulations promulgated there under, together with all necessary supporting documents, with the Santa Barbara County Association of Governments for an allocation of TDA funds in Fiscal Year 2020-21.

BE IT FURTHER RESOLVED that the authorized claim includes \$274,108 for regional and transportation planning and \$8,419,672 for transit purposes, plus STA funds to be allocated for mass transportation or local transportation planning.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Santa Barbara Association of Governments in conjunction with the filing of the claim.

PASSED AND ADOPTED by the Board of Directors of the Santa Barbara Metropolitan Transit District this 17th day of March 2020 by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors

To: MTD Board of Directors
From: Jerry Estrada, General Manager
Date: March 17, 2020
Subject: General Manager's Report

Operations, Fleet and Facilities

Due to the Coronavirus (Covid-19), Princess Cruises has cancelled their March 24 visit to Santa Barbara. We anticipate that all scheduled cruise ship visits will be cancelled soon.

Beginning March 6, 2020 amid the recent Covid-19 virus outbreak every bus returning to the yard gets the high touch areas such as handrails, stanchions and seat backs wiped with disinfectant to help prevent the spread of the virus.

MTD staff, in coordination with Southern California Edison's design consultant, Blair, Church & Flynn, will resubmit drawings to the City of Santa Barbara on March 12 for the light-duty vehicle charging infrastructure project. Staff is hopeful that the revisions made to the original drawings will result in the requisite City permits, allowing MTD to proceed with the work.

Staff requested a proposal from Stantec Architecture, Inc. (firm that developed the Facilities Master Plan) to conduct detailed energy modeling for each MTD route to determine the battery electric bus (BEB) range requirements for each. The results will allow MTD to be strategic about BEB deployments, designating first generation BEB technology to less demanding routes and scaling up as BEB range improves over the next decade. The preceding effort falls within the original scope of the Facilities Master Plan RFP and will complement information already provided by Stantec to aid Staff in meeting MTD's transportation electrification goals.

The contractor hired to install MTD's new Gasboy fuel management system, B&T Service Station Contractors, will begin the final phase of the installation the week of March 16. MTD's Maintenance Department will oversee the installation of the equipment, which consists of a new controller for the fuel island, new electronic readers for the fuel nozzles, and new bus interface modules that transfer vehicle fuel information back to the cloud-based data management interface called EKOS.

Versatile Systems, Inc. provided Staff with requisite bonds and insurance documents in the allotted timeframe, which allowed MTD's General Manager to execute a contract with the firm for the Fall Arrest System. Personnel from Versatile Systems, Inc. intend to submit engineering drawings to the City of Santa Barbara the week of March 9 for building permits.

Staff met with personnel from AMPLY Power, Inc. to discuss their innovative real-time monitoring and management tool for bus charging. Their platform allows agencies to optimize charging (time of charge, energy use, etc.) to minimize utility costs, which could yield tremendous savings for the end user. While Staff is still evaluating the tools and resources currently available in the transportation electrification marketplace, AMPLY Power, Inc.'s offerings represent the type of

technology MTD will need to pursue to successfully manage and sustain a fleet of battery electric buses.

Administration

Marketing and Community Relations Coordinator Lilly Gomez attended APTA's Marketing and Communications Workshop last month and was able to network and learn with fellow transit industry marketing professionals on a wide range of topics.

Staff attended a meeting of the Santa Barbara County Association of Governments' (SBCAG's) Technical Transportation Advisory Committee (TTAC) and Joint Technical Advisory Committee (JTAC) on March 5. TTAC recommended that the SBCAG Board approve the allocation of FY 2019-20 Low Carbon Transit Operations Program (LCTOP) population-based funds and the Local Transportation Fund (LTF) apportionments. JTAC recommended that the SBCAG Board approve the land-use scenarios proposed by SBCAG staff for the Regional Transportation Plan - Sustainable Communities Strategy (RTP-SCS) update, and reviewed the draft RTP-SCS revenue estimates and project lists.

Human Resources is pleased to report that the first round of interviews with candidates for the Staff position of Purchasing Agent / Procurement have been completed. The interviews were conducted with an outside panel of subject matter experts from various public agencies. Qualified candidates will be invited back for a second round of interviews before the end of March that will be conducted by MTD management.

The FTA recently published the appropriations for federal fiscal year 2019-20 begun last October 1, 2019. MTD's Section 5307 Urbanized Area Formula funding amounts to \$5.8 million, which is in line with the budget and 2.9% greater than the prior year. This aggregate amount does not take into account the allocation of the subsidy between operating and capital costs. The 5339(a) Bus and Bus Facilities Formula apportionment for MTD is \$524,604 and compares to the \$500,000 budget projection. The amount is up 4.1% from the \$504,045 allocated last fiscal year. MTD will be submitting the grant for the 5307 operating assistance soon allowing for the replenishment of the Working Capital Reserve Fund, which was established specifically for the delay in the receipt of such assistance until late or after the end of MTD's fiscal year.