



BOARD OF DIRECTORS AGENDA

REGULAR MEETING
of the
BOARD OF DIRECTORS
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
A Public Agency
Tuesday, March 19, 2024
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), Jen Lemberger (Secretary), Paula Perotte (Director), Arjun Sarkar (Director), Alberto Lapuz (Director), Monica Solorzano (Director).
3. **REPORT REGARDING THE POSTING OF THE AGENDA**
4. **APPROVAL OF AGENDA**

CONSENT CALENDAR

5. **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 5, 2024.
6. **CASH REPORTS - (ACTION MAY BE TAKEN)**
The Board of Directors will be asked to review and approve the Cash Reports from February 24, 2024 through March 8, 2024.

THIS CONCLUDES THE CONSENT CALENDAR

7. **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

- 8. RECESS TO CLOSED SESSION: REAL PROPERTY NEGOTIATIONS (GOVERNMENT CODE §54956.8) (ACTION MAY BE TAKEN)**
Property: 4678 Calle Real / 149 North San Antonio Road.
Agency Negotiators: General Manager Jerry Estrada; District Outside Counsel, Graham Lyons.
Negotiating Parties: Con/Am Group.
Under Negotiation: Price and terms of payment.

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

- 9. ADA PARATRANSIT SERVICES MASTER AGREEMENT RENEWAL – (ACTION MAY BE TAKEN - ATTACHMENT)**
Staff recommends that the Board authorize General Manager Jerry Estrada to execute the attached Master Agreement with Easy Lift Transportation for the continued provision of complementary paratransit service for three years with two mutual one-year options.
- 10. COMMERCIAL AUTO AND GENERAL LIABILITY INSURANCE RENEWAL – (ACTION MAY BE TAKEN - ATTACHMENT)**
Staff recommends renewal of Commercial Automobile and General Liability Insurance coverage with National Interstate Insurance Company (NIIC) effective April 1, 2024 - April 1, 2025, at \$4,750,000 Excess Indemnity over a \$250,000 Self Insured Retention (SIR) and \$10,000,000 Excess, for an annual premium of \$913,049.
- 11. RESOLUTION FOR FISCAL YEAR 2024-25 TRANSPORTATION DEVELOPMENT ACT CLAIM – (ACTION MAY BE TAKEN - ATTACHMENT)**
Staff is requesting that the Board adopt the attached Resolution No. 2024-01 authorizing the General Manager to claim the Transportation Development Act (TDA) funds apportioned to Santa Barbara Metropolitan Transit District for FY 2024-25.
- 12. LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) APPLICATION - (ACTION MAY BE TAKEN - ATTACHMENT)**
Staff recommends that the Board adopt Resolution No. 2024-02 authorizing General Manager Jerry Estrada to execute all required documents for an application to the California Department of Transportation (Caltrans) for FY 2024 California cap-and-trade funds from the Low Carbon Transit Operations Program.

9:30 AM TIME CERTAIN

- 13. DRAFT SERVICE PLAN FOR FISCAL YEAR 2023-24 – (ACTION MAY BE TAKEN - ATTACHMENT)**
Staff will provide the Board of Directors with a presentation and seek feedback regarding the proposed service changes for August 2024.
- 14. ADVANCED AUTHORITY TO PURCHASE SIX MICROTRANSIT VANS – (ACTION MAY BE TAKEN)**
Staff requests that the Board provide advanced authority to the General Manager for issuance of two purchase orders to A-Z Bus Sales, Inc. through a purchasing cooperative with Morongo Basin Transit Authority (MBTA) and California Association of Coordinated Transportation (CalACT), Contract #20-01.

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 AGENDA

15. GENERAL MANAGER'S REPORT – (INFORMATIONAL)

The General Manager will report on any updates to district activities.

16. OTHER BUSINESS AND REPORTS – (INFORMATIONAL)

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

17. RECESS TO CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION - (ACTION MAY BE TAKEN)

The Board will meet in closed session, pursuant to Government Codes § 54957 and § 54954.5(e), to evaluate the performance of the District's General Manager.

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

18. 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 5, 2024
8:30 AM
John G. Britton Auditorium
550 Olive Street, Santa Barbara, CA 93101

1. CALL TO ORDER

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

2. ROLL CALL OF THE BOARD MEMBERS

Chair Davis reported that all members were present with the exception of Vice Chair Tabor.

3. REPORT REGARDING THE POSTING OF THE AGENDA

Lilly Gomez, Clerk of the Board reported that the agenda was posted on Friday, March 1, 2024, 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 20, 2024.

5. CASH REPORTS - (ACTION MAY BE TAKEN)

The Board of Directors was asked to review and approve the Cash Reports from February 10, 2024 through February 23, 2024.

Vice Chair Tabor entered the meeting at 8:32am

Director Perotte moved to approve the consent calendar. Director Sarkar seconded the motion. The consent calendar was approved unanimously.

THIS CONCLUDES THE CONSENT CALENDAR

6. PUBLIC COMMENT

No public comments were made.

BOARD OF DIRECTORS DRAFT MINUTES

7. COMMERCIAL AUTO AND GENERAL LIABILITY INSURANCE RENEWAL – (INFORMATIONAL)

Chief Operating Officer and Assistant General Manager Mary Gregg and Alison Olsen from Brown and Brown provided the Board with an update on the renewal of the Commercial Auto and General Liability insurance with National Interstate Insurance Company (NIIC) effective 4/1/2024 – 4/1/2025.

8. FIRST DRAFT OF FISCAL YEAR 2024-25 BUDGET – (INFORMATIONAL - ATTACHMENT)

Director of Finance and Administration Nancy Tillie presented first draft of the Fiscal Year 2024-25 budget to the Board of Directors seeking input on preparing the final draft to be considered for adoption in June.

9. TEMPORARY DOWNTOWN-WATERFRONT SHUTTLE SERVICE – (ACTION MAY BE TAKEN)

Planning and Marketing Manager Hillary Blackerby recommended the Board of Directors approve temporary Downtown-Waterfront Shuttle service for summer 2024.

Director Solorzano moved to approve temporary Downtown-Waterfront Shuttle service for summer 2024. Director Lapuz seconded the motion. The motion was approved unanimously.

10. GENERAL MANAGER'S REPORT – (INFORMATIONAL)

The General Manager reported on updates to district activities.

11. OTHER BUSINESS AND REPORTS – (INFORMATIONAL)

No other business was discussed.

12. RECESS TO CLOSED SESSION: REAL PROPERTY NEGOTIATIONS (GOVERNMENT CODE §54956.8) (ACTION MAY BE TAKEN)

Property: 4678 Calle Real / 149 North San Antonio Road.

Agency Negotiators: General Manager Jerry Estrada; District Outside Counsel, Graham Lyons.

Negotiating Parties: Con/Am Group.

Under Negotiation: Price and terms of payment.

Chair Davis and the Board of Directors agreed to postpone item #12 to the next regular scheduled board meeting on March 19, 2024

13. RECESS TO CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION - (ACTION MAY BE TAKEN)

The Board will meet in closed session, pursuant to Government Codes § 54957 and § 54954.5(e), to evaluate the performance of the District's General Manager.

No public comments related to closed session were made.

BOARD OF DIRECTORS DRAFT MINUTES

Chair Davis recessed the Board to Closed Session at 9:32am.

The Board reconvened from Closed Session at 10:17am.

Chair Davis reported that General Manager Estrada will draft a 3-year contract amendment and bring back to Board of Directors as an open agenda item.

14. ADJOURNMENT

Chair Davis adjourned the meeting at 10:19am.

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of March 19, 2024
For the Period February 24, 2024 through March 8, 2024

MONEY MARKET

Beginning Balance February 24, 2024 **\$1,930,346.84**

Accounts Receivable	5,496,472.93
Passenger Fares	132,129.24
Miscellaneous Income	65,831.98
Prepays & Advertising	8,591.40
Measure A Transfer	6,246.59
Interest Income	<u>1,776.98</u>
Total Deposits	5,711,049.12

Miscellaneous Transfers	(1,126.59)
Bank & Credit Card Fees	(3,665.37)
Workers' Compensation	(27,666.82)
401(k)/Pension Transfer	(41,631.03)
Payroll Taxes	(185,346.34)
Payroll	(409,159.98)
Accounts Payable	<u>(3,089,152.16)</u>
Total Disbursements	(3,757,748.29)

Ending Balance **\$3,883,647.67**

CASH INVESTMENTS

LAIF Account	\$6,156,631.00
Money Market Account	<u>3,883,647.67</u>

Total Cash Balance **\$10,040,278.67**

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$3,331,741.46)
-------------------------	------------------

Working Capital **\$6,708,537.21**

**Santa Barbara Metropolitan Transit District
Accounts Payable**

Check #	Date	Company	Description	Amount	Voids
134001	1/4/2024	VC STAR / DESK SPINCO, INC	PUBLIC NOTICE ADS	466.04	V
134203	2/2/2024	VERIZON WIRELESS	WIRELESS PHONES & AIM CELLULAR	669.76	V
134387	2/29/2024	NEW FLYER OF AMERICA, INC.	LOW-FLOOR BATTERY ELECTRIC BUS 2,793,649.05		
134388	2/29/2024	ABC BUS COMPANIES INC	BUS PARTS	1,251.32	
134389	2/29/2024	ASBURY ENVIRONMENTAL SERVI	WASTE OIL RECYCLER	700.00	
134390	2/29/2024	CHK AMERICA INC.	SCHEDULE INFO & SYSTEM MAP	8,925.00	
134391	2/29/2024	CUMMINS SALES & SERVICE dba	BUS PARTS & REPAIRS	2,191.79	
134392	2/29/2024	DENMUN OFFICE SOLUTIONS DB	IT CONTRACT SERVICES	7,315.00	
134393	2/29/2024	ALLIANT POWER DBA	BUS PARTS	776.39	
134394	2/29/2024	DOCUPRODUCTS CORPORATION	COPIER MAINTENANCE/SUPPLIES	207.17	
134395	2/29/2024	FEDEX dba	FREIGHT CHARGES	24.94	
134396	2/29/2024	FIRST TRANSIT, INC.	INSPECTION/AUDIT SERVICES	6,382.50	
134397	2/29/2024	FRONTIER CALIFORNIA INC.	TELEPHONE SERVICE	1,066.12	
134398	2/29/2024	GIBBS INTERNATIONAL INC	BUS PARTS	1,919.36	
134399	2/29/2024	GILLIG LLC	BUS PARTS	2,193.88	
134400	2/29/2024	HOME IMPROVEMENT CTR.	FAREBOX PARTS & SUPPLIES	55.91	
134401	2/29/2024	GARRETT KAUFMAN	TOOL ALLOWANCE	1,100.00	
134402	2/29/2024	LARRY'S 8 DAY AUTO PARTS	SERVICE VEHICLE PARTS	250.26	
134403	2/29/2024	MC CORMIX CORP. (OIL)	LUBRICANTS	5,321.25	
134404	2/29/2024	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	942.46	
134405	2/29/2024	NEWARK ELEMENT14	BUS PARTS	76.19	
134406	2/29/2024	NFI PARTS DBA	BUS PARTS	139.63	
134407	2/29/2024	SANTA BARBARA FASTENERS, IN	SHOP SUPPLIES	81.69	
134408	2/29/2024	SO. CAL. EDISON CO.	UTILITIES	5,144.99	
134409	2/29/2024	SPECIALTY TOOL & BOLT, LTD	SHOP SUPPLIES	1,093.34	
134410	2/29/2024	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	231.55	
134411	2/29/2024	SB CITY OF-REFUSE/WATER	UTILITIES	2,272.69	
134412	2/29/2024	UCSB ECONOMIC FORECAST PROJ	CORPORATE LEVEL SPONSORSHIP	1,400.00	
134413	2/29/2024	UNITED PARCEL SERVICE, INC.	FREIGHT CHARGES	392.31	
134414	2/29/2024	U.S. BANK CORP. PAYMENT SYST	CREDIT CARD PURCHASES	11,689.23	
134415	2/29/2024	VEHICLE MAINTENANCE PROGRA	BUS PARTS	808.84	
134416	2/29/2024	VC STAR / DESK SPINCO, INC	PUBLIC NOTICE ADS	466.04	
134417	2/29/2024	VERIZON WIRELESS	WIRELESS PHONES & AIM CELLULAR	1,336.09	
134418	2/29/2024	FRONTIER CALIFORNIA INC.	TELEPHONE SERVICE	1,192.55	
134419	3/8/2024	ABC BUS COMPANIES INC	BUS PARTS	1,369.26	
134420	3/8/2024	AMERICAN MOVING PARTS, LLC	BUS PARTS	2,144.06	
134421	3/8/2024	BNS ELECTRONICS, INC.	SANTA YNEZ SITE RENTAL	352.99	
134422	3/8/2024	RIDE COACH & BUS DBA	BUS PARTS	459.04	

Check #	Date	Company	Description	Amount	Voids
134423	3/8/2024	CENTRAL COAST TANK TESTING	B&G REPAIRS & SUPPLIES	297.06	
134424	3/8/2024	COMMUNITY ENVIRONMENTAL C	EARTH DAY REGISTRATION	265.00	
134425	3/8/2024	COMMUNITY RADIO, INC.	GIBRALTAR SITE RENTAL	311.64	
134426	3/8/2024	CINTAS CORPORATION	SAFETY SUPPLIES	321.28	
134427	3/8/2024	COX COMMUNICATIONS, CORP.	INTERNET & CABLE TV	171.10	
134428	3/8/2024	CUMMINS SALES & SERVICE dba	BUS PARTS & REPAIRS	6,481.95	
134429	3/8/2024	CROSSLINE SUPPLY LLC	BUS PARTS	8,673.92	
134430	3/8/2024	ALLIANT POWER DBA	BUS PARTS	2,781.91	
134431	3/8/2024	DOCUPRODUCTS CORPORATION	COPIER MAINTENANCE/SUPPLIES	478.74	
134432	3/8/2024	EAST PENN MANUFACTURING CO	BUS PARTS	318.46	
134433	3/8/2024	EMERGENCY DRAIN SERVICES DB	DRAIN SERVICES	261.94	
134434	3/8/2024	ESP LOCKSMITH DBA	B&G REPAIRS & SUPPLIES	711.95	
134435	3/8/2024	FIDELITY SECURITY LIFE INS. CO	VISION INSURANCE	491.66	
134436	3/8/2024	FGL ENVIRONMENTAL, INC	STORMWATER TEST	1,272.00	
134437	3/8/2024	STATE OF CALIFORNIA	PAYROLL RELATED	90.00	
134438	3/8/2024	STATE OF CALIFORNIA	PAYROLL RELATED	623.44	
134439	3/8/2024	GIBBS INTERNATIONAL INC	BUS PARTS	387.19	
134440	3/8/2024	GILLIG LLC	BUS PARTS	2,825.37	
134441	3/8/2024	GLOBAL INDUSTRIAL DBA	B&G REPAIRS & SUPPLIES	672.50	
134442	3/8/2024	GOLETA WATER DISTRICT	UTILITIES	291.96	
134443	3/8/2024	GRAINGER, INC.	SHOP/B&G SUPPLIES	162.86	
134444	3/8/2024	GUARDIAN-APPLETON (DENTAL I	DENTAL INSURANCE	5,553.40	
134445	3/8/2024	GUARDIAN-APPLETON (LIFE INS)	LIFE INSURANCE	1,137.67	
134446	3/8/2024	HOME IMPROVEMENT CTR.	FAREBOX PARTS & SUPPLIES	264.37	
134447	3/8/2024	HYDRAULIC CONTROLS, INC.	BUS PARTS	82.86	
134448	3/8/2024	IMPULSE ADVANCED COMMUNIC	INTERNET	400.00	
134449	3/8/2024	KUBA INC	TAP TO PAY VALIDATORS	4,800.00	
134450	3/8/2024	LANSPEED DBA	IT SERVICES	2,935.00	
134451	3/8/2024	LINDE GAS & EQUIPMENT INC	SHOP SUPPLIES	16.51	
134452	3/8/2024	MANSFIELD OIL CO.- GAINESVILL	RENEWABLE DIESEL FUEL	53,656.61	
134453	3/8/2024	MAYAN GENERAL CONSTRUCTIO	LANDSCAPE MAINTENANCE SERVICE	3,420.00	
134454	3/8/2024	RAUL THOMAS MAYA	DMV-VTT REIMBURSEMENT	68.00	
134455	3/8/2024	JOSEPH MENDOZA	DMV/VTT REIMBURSEMENT	36.00	
134456	3/8/2024	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	261.72	
134457	3/8/2024	MUNOZ JANITORIAL	JANITORIAL/DISINFECTANT SERVICE	7,800.00	
134458	3/8/2024	NFI PARTS DBA	BUS PARTS	2,044.67	
134459	3/8/2024	SAFETY-KLEEN CORPORATION	SHOP SUPPLIES	555.71	
134460	3/8/2024	SANSUM CLINIC	MEDICAL EXAMS	328.00	
134461	3/8/2024	SB LOCKSMITHS, INC.	B&G REPAIR & SUPPLIES	29.28	
134462	3/8/2024	SGEN, LLC DBA SOFTWARE GENE	PROFESSIONAL SERVICES	87.50	
134463	3/8/2024	SMARDAN-HATCHER CO., INC	B&G REPAIRS & SUPPLIES	81.00	

Check #	Date	Company	Description	Amount	Voids
134464	3/8/2024	SO. CAL. EDISON CO.	UTILITIES	7,526.08	
134465	3/8/2024	SOUTHLAND PRINTING	BUS INSPECTION FORMS	3,161.22	
134466	3/8/2024	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	901.45	
134467	3/8/2024	SB COUNTY AIR POLLUTION	EMMISIONS FEE	536.48	
134468	3/8/2024	TEAMSTERS PENSION TRUST	UNION PENSION	87,039.10	
134469	3/8/2024	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	10,670.00	
134470	3/8/2024	J.C.M. AND ASSOCIATES INC.	UNIFORMS	421.48	
134471	3/8/2024	VALLEY POWER SYSTEMS, INC.	BUS PARTS	101.51	
134472	3/8/2024	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	3,557.52	
				3,090,287.96	
Current Cash Report Voided Checks:				0.00	
Prior Cash Report Voided Checks:				1,135.80	
Grand Total:				\$3,089,152.16	

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

Date	Company	Description	Amount
2/23/2024	Cottage Hospital	Passes/Token Sales	945.00
2/23/2024	SB School District	Passes/Token Sales	1,874.50
2/23/2024	Yona Redz	Advertising on Buses	426.00
2/23/2024	Yona Redz	Advertising on Buses	426.00
2/27/2024	Sol Wave Water	Advertising on Buses	520.00
2/27/2024	Sol Wave Water	Advertising on Buses	520.00
2/27/2024	Wells Marketing, LLC	Advertising on Buses	1,958.40
2/28/2024	Berris Branded Entertainment	Advertising on Buses	3,400.00
2/28/2024	Cottage Hospital	Passes/Token Sales	157.50
3/1/2024	Federal Transit Administration	FTA Capital Reimbursement	2,300,678.00
3/5/2024	Local Transportation Fund	SB 325 - Feb '24	1,037,715.48
3/5/2024	Measure A, Section 3 LSTI	Measure A Funds - Feb '24	287,135.49
3/6/2024	National Stewardship Action Council	Advertising on Buses	326.00
3/6/2024	SB School District	Passes/Token Sales	575.00
3/6/2024	SB School District	Passes/Token Sales	41,250.00
3/6/2024	UCSB Administration Services Div.	Transit Enhancement	993,003.65
3/6/2024	UCSB Administration Services Div.	Transit Enhancement	177,773.28
3/7/2024	Core SVA Santa Barbara Camino LLC	Advertising on Buses	558.00
3/7/2024	State Transit Assistance	STA - Capital Reimbursement	647,230.63
Total Accounts Receivable Paid During Period			\$5,496,472.93



BOARD OF DIRECTORS REPORT

MEETING DATE: MARCH 19, 2024 **AGENDA ITEM #:** 9

TYPE: ACTION ITEM

PREPARED BY: DIRECTOR OF FINANCE AND ADMINISTRATION, NANCY TILLIE

REVIEWED BY: GENERAL MANAGER, JERRY ESTRADA

SUBJECT: ADA PARATRANSIT SERVICES MASTER AGREEMENT RENEWAL

RECOMMENDATION:

1) Staff recommends that the Board authorize General Manager Jerry Estrada to execute the attached Master Agreement with Easy Lift Transportation for the continued provision of the required Americans with Disabilities Act of 1990 (ADA) complementary paratransit service for three years beginning July 1, 2024, with two one-year options, for a maximum term of five years ending June 30, 2029. The annual cost to MTD for the first year of the Agreement will be \$1,169,518.77, and the cost in the following years will increase at a rate consistent with the CPI.

2) Staff further recommends that the Board authorize General Manager Jerry Estrada to reimburse Easy Lift for the acquisition of three replacement vans for use exclusively in the ADA complementary paratransit service provided by Easy Lift for MTD in an amount not to exceed \$272,700.

DISCUSSION:

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

Staff compared the FY 2022 cost per revenue hour for the Easy Lift service to the cost per revenue hour of demand-response service (including both ADA paratransit and general-public service) for all California transit agencies. (FY 2022 is the most recent data available from the National Transit Database.) The comparison revealed that the cost per

BOARD OF DIRECTORS REPORT

revenue hour of the Easy Lift service is toward the less-expensive end of the second quartile range of all California demand-response public transit services.

Following discussions between the two agencies, staff recommends that Board authorize General Manager Jerry Estrada to sign the attached Final Draft Master Agreement. The recommended agreement includes annual subsidy increases consistent with the applicable Consumer Price Index. If necessary, MTD would also provide additional subsidy at the end of each fiscal year equal to an additional full-time equivalent for service provided that exceeds the base service level. This additional subsidy, if necessary, would be compensated at Easy Lift's direct driver billing rate.

The Master Agreement allows for MTD to provide capital assistance to Easy Lift related to the purchase of replacement vans for the ADA paratransit service. Staff further recommends that the Board authorize General Manager to reimburse Easy Lift for the cost of three replacement vans in accord with the provisions in the Master Agreement.

ATTACHMENT

- Draft Master Agreement with Easy Lift Transportation, Inc.

Santa Barbara Metropolitan Transit District
ADA Paratransit Services

MASTER AGREEMENT with EASY LIFT TRANSPORTATION, INC.

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

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

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

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

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

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

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

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

1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
2. Public Works Provisions. Not applicable to this agreement.
3. FTA Provisions. This Agreement for ADA paratransit services is funded in part by the Federal Transit Administration of the U.S. Department of Transportation and, as such, this Agreement is subject to the terms and conditions contained in *Federal Transit Administration: Contract Provisions*, which is attached hereto as Exhibit "A" and incorporated herein by this reference.
4. Scope of Services. MTD has heretofore issued on March 19, 2024, the Scope of Services, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference.
5. Proposal. Not applicable to this agreement.
6. Order of Control. All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A", Exhibit "B".
7. Compensation. Base Subsidy. Easy Lift shall carry out this Agreement for a fixed price of \$1,169,518.77 for the first one-year period from July 1, 2024, through June 30, 2025. Upon July 1 of any subsequent year that the Agreement remains in effect following the first one-year period, the annual compensation shall be adjusted by a percentage equal to the change in the annual Consumer Price Index reported in the January immediately preceding the start of the extension year. In no event shall any such adjustment be less than zero (0) percent or greater than five (5) percent. The sum so calculated shall constitute the new base subsidy. The Consumer Price Index to be used shall be the U.S. Department of Labor Consumer Price Index for All Urban Consumers, All Items, for Los Angeles-Long Beach-Anaheim, CA (1982-84 = 100).

Bonus Subsidy. If Easy Lift finds it necessary to increase the number of revenue hours of ADA paratransit service to decrease service denials and/or meet demand, MTD will reimburse Easy Lift for such additional revenue hours, up to a limit of 2,080 revenue hours per year, provided that Easy Lift serves at least 2.25 passengers per revenue hour on average. The bonus subsidy revenue hours shall be those hours in excess of the average number of revenue hours Easy Lift provided over the immediately preceding two fiscal years. For the first year of this Agreement that number is 25,218. The rate for the bonus subsidy revenue hours for the first two years this Agreement is in effect, from July 1, 2024, through June 30, 2026, shall be \$42 per revenue hour. For any subsequent year that the Agreement remains in effect and Easy Lift meets these conditions, the rate per bonus subsidy revenue hour shall be calculated based on Easy Lift's actual direct driver cost.

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

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

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

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

10. **Term.** This Agreement shall commence on July 1, 2024, and shall continue until June 30, 2027, with such potential extensions as are provided herein. Upon the approval of both the General Manager of MTD and the Executive Director of Easy Lift, this Agreement may be extended for a period of one additional year on both July 1, 2027, and July 1, 2028, for a total possible term of five (5) years through June 30, 2029.

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

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

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

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

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

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

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

18. **Insurance.**

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

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

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

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

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

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

b. Conditions Affecting All Insurance Required Herein.

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

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

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

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

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

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

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

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

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

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

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

c. Commercial General Liability Insurance.

i. Coverage. Such insurance shall cover liability arising out of all locations and operations of Easy Lift, including but not limited to liability assumed under this Agreement (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limit of liability.

ii. Form. Commercial General Liability Occurrence form, at least as broad as an unmodified ISO CG 00 01 10 93 or its equivalent.

iii. Amount of Insurance. Coverage shall be provided with limits of not less than:

A. Each Occurrence Limit	\$1,000,000
B. General Aggregate Limit	\$2,000,000
C. Product-Completed Operations Aggregate Limit	\$2,000,000
D. Personal and Advertising Injury Limits	\$1,000,000
E. Fire Damage (any one fire)	\$50,000
F. Medical Expense (any one person)	\$5,000

iv. Required Endorsements.

A. Additional Insured status as required in 18(b)(vii), above.

B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.

C. Personal Injury Liability: The personal injury contractual liability exclusion shall be deleted.

D. Primary Liability, as required in 18(b)(ix), above.

E. Waiver of Subrogation, as required in 18(b)(viii), above.

F. Continuing Commercial General Liability Insurance: Easy Lift shall maintain such insurance in identical coverage, form, and amount, including required endorsements, for at least three (3) years following the date of acceptance by MTD of the last bus built pursuant to this Agreement.

d. Auto Liability Insurance.

i. Coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned).

ii. Form. Business Auto Form (at least as broad as an unmodified ISO CA 0001 or its equivalent).

iii. Amount of Insurance. Coverage shall be provided with a limit of not less than \$1,000,000, combined single limit.

iv. Required Endorsements.

A. Additional Insured status as required in 18(b)(vii), above.

B. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.

C. Waiver of Subrogation, as required in 18(b)(viii), above.

e. Workers' Compensation/Employer's Liability Insurance.

i. Coverage. Such insurance shall cover liability arising out of Easy Lift's employment of workers and anyone for whom Easy Lift may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.

ii. Amount of Insurance. Coverage shall be provided with a limit of not less than:

A. Workers' Compensation:	Statutory limits
B. Employer's Liability:	\$1,000,000 each accident and disease.

iii. Required Endorsements.

A. Notice of Cancellation, Nonrenewal, or Material Reduction in Coverage, as required in 18(b)(vi), above.

B. Waiver of Subrogation, as required in 18(b)(viii), above.

f. Excess Liability Insurance.

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

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

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

19. Bonding. Not applicable to this agreement.

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

21. Liquidated Damages. Not applicable to this agreement.

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

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

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

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

MTD:
General Manager
Santa Barbara Metropolitan Transit District
550 Olive Street
Santa Barbara, CA 93101
Email: jestrada@sbmtd.gov

EASY LIFT:
Executive Director
Easy Lift Transportation, Inc.
53 Cass Place, Suite D
Goleta, CA 93117
Email: ernesto@easylift.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SANTA BARBARA MTD

EASY LIFT

Jerry Estrada, General Manager

Ernesto Paredes, Executive Director

Date

Date

This Page Intentionally Left Blank

FEDERAL TRANSIT ADMINISTRATION CONTRACT PROVISIONS

ADA Paratransit Services – Easy Lift

TABLE OF CONTENTS

1.	Fly America Requirements (not applicable to this Agreement)	1
2.	Buy America Requirements (not applicable to this Agreement)	1
3.	Charter Bus & School Bus Requirements.....	1
4.	Cargo Preference Requirements (not applicable to this Agreement)	1
5.	Seismic Safety Requirements (not applicable to this Agreement).....	1
6.	Energy Conservation Requirements.....	1
7.	Clean Water Requirements	1
8.	Bus Testing (not applicable to this Agreement)	1
9.	Pre-Award & Post-Delivery Audit (not applicable to this Agreement)	1
10.	Lobbying	1
11.	Access to Records & Reports.....	2
12.	Federal Changes.....	2
13.	Bonding Requirements (not applicable to this Agreement)	3
14.	Clean Air	3
15.	Recycled Products	3
16.	Davis-Bacon & Copeland Anti-Kickback Acts (not applicable to this Agreement)	3
17.	Contract Work Hours & Safety Standards Act (not applicable to this Agreement).....	3
18.	Access Requirements for Persons with Disabilities	3
19.	No Government Obligations to Third Parties	3
20.	Program Fraud & False or Fraudulent Statements & Related Acts.....	3
21.	Termination	4
22.	Government-Wide Debarment & Suspension	4
23.	Privacy Act	5
24.	Civil Rights Requirements	5
25.	Breaches & Dispute Resolution.....	6
26.	Patent & Rights in Data (not applicable to this Agreement)	6
27.	Transit Employee Protective Agreements.....	6
28.	Disadvantaged Business Enterprise (DBE)	7
29.	Notification of Legal Matters to the FTA.....	7
30.	Incorporation of Federal Transit Administration (FTA) Terms	7
31.	Drug & Alcohol Testing.....	8
32.	Intelligent Transportation System (ITS) (not applicable to this Agreement).....	8
33.	Build America, Buy America Act (not applicable to this Agreement)	8
34.	Telecommunications and Video Surveillance Services or Equipment.....	8
35.	Safe Operation of Motor Vehicles.....	8

1. FLY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**2. BUY AMERICA REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)****3. CHARTER BUS & SCHOOL BUS REQUIREMENTS**

(a) Charter Service Operations: The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental" (it must not interfere with or detract from the provision of mass transportation).

(b) School Bus Operations: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

4. CARGO PREFERENCE REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**5. SEISMIC SAFETY REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)****6. ENERGY CONSERVATION REQUIREMENTS**

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

7. CLEAN WATER REQUIREMENTS

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000.

8. BUS TESTING (NOT APPLICABLE TO THIS AGREEMENT)**9. PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)****10. LOBBYING**

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

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

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

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

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

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

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

11. ACCESS TO RECORDS & REPORTS

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

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

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

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

12. FEDERAL CHANGES

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

13. BONDING REQUIREMENTS (NOT APPLICABLE TO THIS AGREEMENT)**14. CLEAN AIR**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. DAVIS-BACON & COPELAND ANTI-KICKBACK ACTS (NOT APPLICABLE TO THIS AGREEMENT)**17. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (NOT APPLICABLE TO THIS AGREEMENT)****18. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

19. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

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

a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the

Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

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

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

21. TERMINATION

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

(b) Termination for Default

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

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

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

(c) Opportunity to Cure: MTD in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to MTD's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from MTD setting forth the nature of said breach or default, MTD shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude MTD from also pursuing all available remedies against Contractor and its sureties for said breach or default.

(d) Waiver of Remedies for any Breach: In the event that MTD elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by MTD shall not limit MTD's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

22. GOVERNMENT-WIDE DEBARMENT & SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined

at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by MTD. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to MTD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

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

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

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

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

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

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

25. BREACHES & DISPUTE RESOLUTION

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

26. PATENT & RIGHTS IN DATA (NOT APPLICABLE TO THIS AGREEMENT)

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

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

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities: If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

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

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

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(a) This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. MTD's overall goal for DBE participation is posted at <https://sbmtd.gov/about/doing-business/>. A separate contract goal has not been established for this procurement.

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

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

(d) The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the MTD. In addition, is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

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

29. NOTIFICATION OF LEGAL MATTERS TO THE FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the FTA Chief Counsel and FTA Region 9 Chief Counsel.

(a) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(b) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award funding this Agreement and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(c) The Contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Region 9 Chief Counsel if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor.

(d) The Contractor agrees to include this clause in each subcontract and any lower tier subcontracts financed in whole or in part with Federal assistance provided by the FTA under this Agreement.

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the most recent version of FTA Circular 4220.1, are hereby incorporated by

reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MTD requests which would cause MTD to be in violation of the FTA terms and conditions. The Contractor agrees to include the requirements of this section in all subcontracts.

31. DRUG & ALCOHOL TESTING

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

32. INTELLIGENT TRANSPORTATION SYSTEM (ITS) (NOT APPLICABLE TO THIS AGREEMENT)

33. BUILD AMERICA, BUY AMERICA ACT (NOT APPLICABLE TO THIS AGREEMENT)

34. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The prohibition on certain telecommunications and video surveillance services or equipment applies to all federally funded third-party contracts. MTD is prohibited from using federal funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

35. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use: The Contractor agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and (2) Including a "Seat Belt Use" provision in each third-party agreement related to this Contract.

Distracted Driving, Including Text Messaging While Driving: The Contractor agrees to implement (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

- (i) **Safety.** The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device

supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Contractor agrees to include a Distracted Driving, Including Text Messaging While Driving in its third-party agreements, and encourage its third-party participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

Santa Barbara Metropolitan Transit District
ADA Paratransit Services - Easy Lift

Scope of Services

July 1, 2024

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

The following definitions shall apply to the Agreement:

- "Accessible" means complying with the accessibility requirements of 49 Code of Federal Regulations (CFR) Parts 37 and 38;
 - "ADA" means the Americans with Disabilities Act of 1990, and any amendments thereto;
 - "ADA paratransit service" means complementary curb-to-curb transportation service required by the Americans with Disabilities Act (ADA) for individuals with disabilities who are unable to use fixed-route transportation systems.
- A. In consideration of the compensation provided under the Agreement, and subject to the terms of the Agreement, Easy Lift agrees to operate accessible curb-to-curb complementary paratransit service to ADA paratransit eligible persons as set forth in the ADA.
- B. MTD shall coordinate with Easy Lift when planning route or schedule changes that may impact the number of hours of ADA complementary paratransit service required. Should MTD's hours of operation or route coverage change, MTD shall provide Easy Lift thirty (30) days' notice of any such change so that Easy Lift may comply with any such change. Easy Lift shall provide sufficient hours of ADA paratransit service to meet MTD's ADA requirements.
- C. Easy Lift shall notify MTD in writing one hundred twenty (120) days prior to implementing any change in Easy Lift's use of funds not provided under the Agreement, if said change will affect the fulfillment of MTD's ADA paratransit service requirements.
- D. No portion of any compensation provided by MTD to Easy Lift under the Agreement shall be utilized by Easy Lift, directly or indirectly, to cover any costs other than costs for the provision of ADA paratransit service within MTD's jurisdiction for ADA paratransit eligible individuals.
- E. Easy Lift shall, at Easy Lift's cost:
1. Provide during the term of the Agreement not less than the level of ADA paratransit service hours, dispatch service, and enrollment/ mobility training/verification services that Easy Lift provided in June 2024.
 2. Provide information to the public about the ADA eligibility process and about ADA paratransit services. Such information shall be made available in easily accessible formats upon request.
 3. Provide ADA paratransit service to ADA paratransit eligible riders for any trip purpose. ADA paratransit service shall comply with 49 CFR Part 37 Sections 37.123 through 37.133.
 4. Provide ADA paratransit service within the portions of MTD's statutory boundaries as required by the ADA and approved by MTD.
 5. Employ a sufficient number of qualified, regularly-employed personnel to perform functions necessary to carry out the Agreement, including overall management and administration, operations management, accounting and bookkeeping services, and service delivery.

6. Provide driver training for Easy Lift vehicle operators as appropriate to ensure that the operators are proficient in all skills involved in transporting ADA paratransit eligible persons.
7. Maintain all vehicles utilized in the performance of the Agreement in a safe and usable operating condition. Maintenance schedules shall be established and maintained on said vehicles.
8. Establish ADA paratransit eligibility standards, subject to MTD approval, in conformance with 49 CFR Part 37 Section 37.123. Collect a per-trip fare from ADA paratransit eligible riders that shall comply with 49 CFR Part 37 Section 37.131(c) and shall not exceed twice MTD's full fare.
9. Identify ADA paratransit eligible persons who require a personal care attendant and allow required personal care attendants to accompany ADA paratransit eligible riders at no fare pursuant to 49 CFR Part 37 Section 37.131(c)(3).
10. Allow other individuals to accompany ADA paratransit eligible persons pursuant to 49 CFR Part 37 Section 37.123(f). Collect a per-trip fare from such individuals that shall comply with 49 CFR Part 37 Section 37.131(c) and shall not exceed twice MTD's full fare.
11. Allow ADA paratransit eligible visitors from outside MTD's statutory boundaries to ride for up to a twenty-one (21) day period at the regular fare and in compliance with 49 CFR Part 37 Section 37.127.
12. Distinguish between those persons who are ADA paratransit eligible and those who are provided service on other grounds. Easy Lift shall keep records indicating the number of trips made by ADA paratransit eligible persons and other persons.
13. Maintain the minimum and maximum ride reservation time for all paratransit service pursuant to 49 CFR Part 37 Section 37.131.
14. Maintain a Drug and Alcohol Program for all safety-sensitive employees of Easy Lift and any subcontractors, pursuant to Article 39 herein, that fully satisfies FTA drug and alcohol policy and testing requirements and submit documentation of the Program to MTD, as requested.
15. Pursuant to the California Transportation Development Act (TDA), annually undergo a fiscal audit of financial transactions and records performed by an independent certified public accountant. Said fiscal audit is to include the collection and expenditure of fares. Annually submit to MTD a copy of the aforementioned fiscal audit.
16. Pursuant to the California Transportation Development Act (TDA), annually submit to the State Controller a Financial Transactions Report. Annually submit to MTD a copy of the aforementioned report.
17. Annually submit to MTD a copy of Easy Lift's annual budget and any significant changes to the budget.
18. Annually submit to the Federal Transit Administration (FTA) complete National Transit Database information, as required by the FTA. Annually submit to MTD a copy of the aforementioned report.
19. Quarterly submit to MTD complete quarterly financial reports that include, but are not limited to: the rate per hour for ADA paratransit service, which includes the cost of support services, such as dispatch and enrollment/mobility training/verification; total ADA paratransit service operating expense; total ADA paratransit service capital expense, and ADA paratransit service revenue by source (excluding the names of individual donors).
20. Monthly submit to MTD complete monthly operating reports that include, but are not limited to: vehicle hours, revenue hours, and passenger hours of ADA paratransit service, vehicle miles, revenue miles, and passenger miles of ADA paratransit service, number of ADA paratransit one-way trips requested, number of ADA paratransit trips provided (total and weekday),

number of ADA paratransit trips denied, number of ADA paratransit trips that are late, missed, or excessively long, number of unduplicated passengers, and vehicles operated in maximum service.

21. As required in documents prepared pursuant to Articles E (15-20) herein, and in any other such documents prepared by or for Easy Lift, funds received by Easy Lift from MTD shall be separately listed as a subsidy from MTD, and shall not be included as farebox revenue. The exception to this shall be for farebox ratio reporting under provision of the California Transportation Development Act (TDA).
 22. Monthly submit to MTD summaries of complaints regarding Easy Lift's provision of ADA complementary paratransit service.
 23. Permit, and require its subcontractors to permit, MTD or its designee to inspect all work materials, payrolls, and other data and records with respect to the duties and Easy Lift obligations under the Agreement and to audit the books, records, and accounts of Easy Lift and its subcontractors regarding financial, operational, and maintenance functions.
 24. Take such actions as necessary to ensure that MTD's ADA paratransit service remains in compliance with FTA requirements for Transit Asset Management (TAM) and Public Transportation Agency Safety Plans (PTASP).
- F. If Easy Lift ceases business during the term of the Agreement, MTD shall have first opportunity to acquire all assets of Easy Lift at fair market value.
- G. Monitoring Program. MTD shall implement the following mechanism to ensure adequate monitoring of the ADA complementary paratransit service provided by Easy Lift. Easy Lift shall facilitate the ability of MTD to conduct all elements of this monitoring program.
1. Monthly. MTD shall review Easy Lift's monthly operating reports submitted to MTD pursuant to Article E (20) of the Agreement. Easy Lift shall submit further information as requested by MTD following such review.
 2. Quarterly. MTD shall review Easy Lift's quarterly financial reports submitted to MTD pursuant to Article E (19) of the Agreement. At MTD staff meetings following September 30, December 31, March 31, and June 30, Easy Lift's Executive Director or designee shall appear in person, if requested, to present to MTD staff a summary of the ADA paratransit service provided during the previous three months, including a summary of the quarterly financial reports and monthly operating reports submitted to MTD pursuant to Articles E (19-20) of the Agreement.
 3. Semiannually. Every six months, MTD Operations and Maintenance Departments may conduct site visits of Easy Lift. The site visits may include inspections of Easy Lift vehicles, Drug and Alcohol Program policies and testing results, operating records, and financial records. MTD staff may interview Contractor staff and management, as desired by MTD.
 4. Annually. Easy Lift shall submit annual information to MTD pursuant to Articles E (15-18) of the Agreement. Easy Lift shall submit backup information as needed by MTD to ensure that all FTA requirements are met.
 5. As needed. MTD staff may conduct surprise visits to monitor the ADA paratransit service provided by Easy Lift without notice to Easy Lift. MTD may utilize MTD personnel to ride Easy Lift vehicles to monitor the ADA paratransit service without alerting Easy Lift that MTD personnel are riding Easy Lift vehicles.
- H. Health and Safety. Easy Lift shall assure that its employees and subcontractors comply with standards of safety contained in all applicable laws and regulations, including but not limited to:
1. California Code of Regulations Title 8 (CAL/OSHA).

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

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
LOBBYING CERTIFICATION

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

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

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

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

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

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

Authorized Official Signature

Date of Signature

Authorized Official Name

Authorized Official Title

Business Name of Vendor



BOARD OF DIRECTORS REPORT

MEETING DATE: MARCH 19, 2024 **AGENDA ITEM #:** 10

TYPE: ACTION ITEM

PREPARED BY: CHIEF OPERATING OFFICER, MARY GREGG

REVIEWED BY: GENERAL MANAGER, JERRY ESTRADA

SUBJECT: COMMERCIAL AUTO AND GENERAL LIABILITY INSURANCE RENEWAL

RECOMMENDATION:

Staff recommends renewal of Commercial Automobile and General Liability Insurance coverage with National Interstate Insurance Company (NIIC) effective April 1, 2024 - April 1, 2025, at \$4,750,000 Excess Indemnity over a \$250,000 Self Insured Retention (SIR) and \$10,000,000 Excess, for an annual premium of \$913,049.

DISCUSSION:

As presented to the Board as an informational item on March 5, 2024, NIIC has changed to a more standardized insurance form making it easier for Excess carriers to follow form, which helped secure Excess placement quotes at a better pricing structure for the upcoming renewal, but has resulted in the lines of coverage separated into two policies. The expiring 2023 - 2024 policy is \$4,750,000 Excess Indemnity over a \$250,000 Self Insured Retention (SIR) and \$10,000,000 Excess/Umbrella. All liability losses are covered under Excess Indemnity in the current policy on a per occurrence basis. The renewal 2024 – 2025 policy is for the same coverage limits but moves the two business lines into separate policies: Commercial Auto Liability Policy that retains the per occurrence basis (Combined Single Limit) and General Liability Policy that changes to an Aggregate limit. Another change to General Liability is a coverage reduction for Sexual Abuse & Molestation from the current \$5,000,000 limit to \$1,000,000 limit, and, the addition of coverage for Assault & Battery.

Coverage: Commercial Auto	Limit	Self-Insured Retention
Combined Single Limit	\$5,000,000	\$250,000
Coverage: General Liability		
Each Occurrence	\$5,000,000	\$250,000
General Aggregate	\$5,000,000	
Sexual Abuse & Molestation	\$1,000,000	
Assault & Battery	\$250,000	

BOARD OF DIRECTORS REPORT

The Primary \$5,000,000 Limit after the SIR for Commercial Auto is based on a rate established by NIIC for each vehicle type, then calculated by the total number of each vehicle type in MTD's fleet as of the submission of the renewal application. The final cost for the policy at the end of the policy period is subject to endorsement as vehicles are added and/or deleted. The Primary \$5,000,000 Limit after the SIR for General Liability is a flat rate. The Excess coverages are quoted per \$5,000,000 layer, with each layer a flat annual rate and not subject to increase by changes in fleet size.

FINANCIAL INFORMATION:

The renewal quote is an approximate overall increase of 6.5% over the expiring policy.

Line of Coverage	Renewal FY 24/25	Expiring FY 23/24	Prior FY 22/23	Prior FY 21/22
Commercial Automobile	\$466,833	\$476,880	\$430,192	\$333,521
General Liability	\$3,700	Incl. above	Incl. above	Incl. above
Excess Liability \$5,000,000	\$220,334	\$191,295	\$150,365	\$118,880
Excess Liability \$5,000,000 xs \$10,000,000	\$175,000	\$145,161	\$111,333	\$86,887
Claims Services Agreement	\$47,034	\$43,879	\$39,922	\$29,661
California Auto Policy Tax	\$148	n/a	n/a	n/a
Totals	\$913,049	\$857,215	\$731,812	\$561,980

Rate Per Vehicle	Renewal FY 24/25	Expiring FY 23/24	Prior FY 22/23	Renewal FY 21/22
Transit Bus	\$3,731	\$3,678	\$3,444	\$2,572
Articulated Bus	\$4,856	\$4,781	\$3,678	\$2,829
Service/Private Passenger	\$1,396	\$1,395	\$1,411	\$1,228



BOARD OF DIRECTORS REPORT

MEETING DATE: MARCH 19, 2024 **AGENDA ITEM #: 11**

TYPE: ACTION ITEM

PREPARED BY: DIRECTOR OF FINANCE AND ADMINISTRATION, NANCY TILLIE

REVIEWED BY: GENERAL MANAGER, JERRY ESTRADA

SUBJECT: RESOLUTION FOR FISCAL YEAR 2024-25 TRANSPORTATION DEVELOPMENT ACT CLAIM

RECOMMENDATION:

Staff is requesting that the Board adopt the attached resolution authorizing the General Manager to claim the Transportation Development Act (TDA) funds apportioned to Santa Barbara Metropolitan Transit District for FY 2024-25.

DISCUSSION:

Staff is preparing the Santa Barbara Metropolitan Transit District's FY 2024-25 TDA claim forms. All claims must be submitted to the Santa Barbara County Association of Governments by April 7, 2024.

ATTACHMENT:

- Resolution for the FY 2024-25 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 2024-25

RESOLUTION NO. 2024-01

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 2024-25.

BE IT FURTHER RESOLVED that the authorized claim includes \$335,238 for regional and transportation planning and \$10,297,380 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 19th day of March 2024 by the following vote:

AYES: _____
NAYS: _____
ABSENT: _____

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors



BOARD OF DIRECTORS REPORT

MEETING DATE: MARCH 19, 2024 **AGENDA ITEM #:** 12

TYPE: ACTION ITEM

PREPARED BY: GRANTS & COMPLIANCE MANAGER STEVE MAAS

REVIEWED BY: GENERAL MANAGER JERRY ESTRADA

SUBJECT: LOW CARBON TRANSIT OPERATIONS PROGRAM RESOLUTION

RECOMMENDATION:

Staff recommends that the Board adopt Resolution 2024-02 authorizing General Manager Jerry Estrada to execute all required documents for an application to the California Department of Transportation (Caltrans) for FY 2024 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 Extension."

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 2024 LCTOP funds towards MTD's project "SBMTD Microtransit Pilot Extension." The SBCAG population-based FY 2024 LCTOP funds total \$1,166,938 and SBCAG staff has recommended that MTD receive \$501,783 of that amount. The SBCAG Board is expected to approve the allocation of these funds to MTD at their meeting of March 21. MTD will also apply the \$244,235 in MTD farebox revenue share of LCTOP funds to the project, for a total of \$746,018 in FY 2024 LCTOP funds.

ATTACHMENTS:

- LCTOP Authorized Agent Form
- LCTOP Certifications and Assurances
- MTD Board Resolution 2024-02



FY 2023-2024 LCTOP Authorized Agent

AS THE General Manager
(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 Local Assistance. 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.

Chief Operating Officer/AGM Mary Gregg OR
(Name and Title of Authorized Agent)

Director of Finance & Administration Nancy Tillie OR
(Name and Title of Authorized Agent)

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

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

Jerry Estrada
(Print Name)

General Manager
(Title)

(Signature)

Approved this 19 day of March , 2024



FY 2023-2024 LCTOP Certifications and Assurances

Lead Agency: Santa Barbara Metropolitan Transit District

Project Title: SBMTD Microtransit Pilot Extension

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.



FY 2023-2024 LCTOP

8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).
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. Annual Project Activity Reports October 30th 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

FY 2023-2024 LCTOP

- 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 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 subject 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.

E. 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 CARB 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



FY 2023-2024 LCTOP

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 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 Civil Rights Department, 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 these conditions will be met.

Jerry Estrada

(Print Authorized Agent)

(Signature)

General Manager

(Title)

March 19, 2024

(Date)



**FY 2023-2024 LCTOP
Santa Barbara Metropolitan Transit District**

RESOLUTION #2024-02

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:

SBMTD Microtransit Pilot Extension
99313: \$501,783; 99314: \$244,235

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 Jerry Estrada, General Manager; and

WHEREAS, the District wishes to implement the following LCTOP project(s) 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 that Jerry Estrada, General Manager, 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 FURTHER RESOLVED by the Board of Directors of the District that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2023-2024 LCTOP funds:

(Continued to next page)



FY 2023-2024 LCTOP

List project(s), including the following information:

Project Name: SBMTD Microtransit Pilot Extension

Short description of project: Extended one-year pilot of microtransit on-demand service

Amount of LCTOP funds requested: \$746,018

Benefit to a Priority Populations: The project will serve AB 1550 Low-Income Communities

Amount to benefit Priority Populations: 100%

Contributing Sponsors (if applicable): Santa Barbara County Association of Governments

PASSED AND ADOPTED by the Board of Directors of the Santa Barbara Metropolitan Transit District this 19th day of March 2024 by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

Chair, Board of Directors

ATTEST:

Secretary, Board of Directors



BOARD OF DIRECTORS REPORT

MEETING DATE: MARCH 19, 2024 **AGENDA ITEM #:** 13

TYPE: ACTION ITEM

PREPARED BY: PLANNING AND MARKETING MANAGER HILLARY BLACKERBY

REVIEWED BY: GENERAL MANAGER JERRY ESTRADA

SUBJECT: DRAFT SERVICE PLAN FOR FY 2024-25

RECOMMENDATION:

That the Board of Directors receive a presentation and provide feedback regarding the proposed service changes for August 2024.

DISCUSSION:

On February 20, 2024, staff presented the FY 2024-25 planning work plan to the Board of Directors. The approved service level for FY 2023-24 was 182,823 hours. Due to delays in launching the microtransit service and some schedule changes made in November of 2023, actual revenue hours for the current fiscal year will come in under the budgeted amount.

Staff is proposing the carryover of the FY 2023-24 budgeted amount of revenue hours for the microtransit service to the 24-25 year. The budgeted funds for that service come from Low-Carbon Transit Operations Program (LCTOP) grant funds from the State of California. Additionally, the Board of Directors recently approved additional LCTOP expenditures for a temporary Downtown-Waterfront Shuttle service for summer of 2024. The revenue hours shown for the shuttle below are those that fall within FY 24-25.

Lines	Purpose of Changes	Additional Revenue Hours
Line 15x	Extending span of service to 9:00 p.m.	724
Line 27	Increasing service due to high demand, new 20 minute headways	4,546
The Wave Microtransit- Goleta	New LCTOP funded service	4,976*
Downtown-Waterfront Shuttle	Temporary LCTOP funded service, Summer 2024 only	703*
Miscellaneous	Minor OTP adjustments	100
Total		11,049

*Funded via Low-Carbon Transit Operations Program grant funds

Workforce Availability

BOARD OF DIRECTORS REPORT

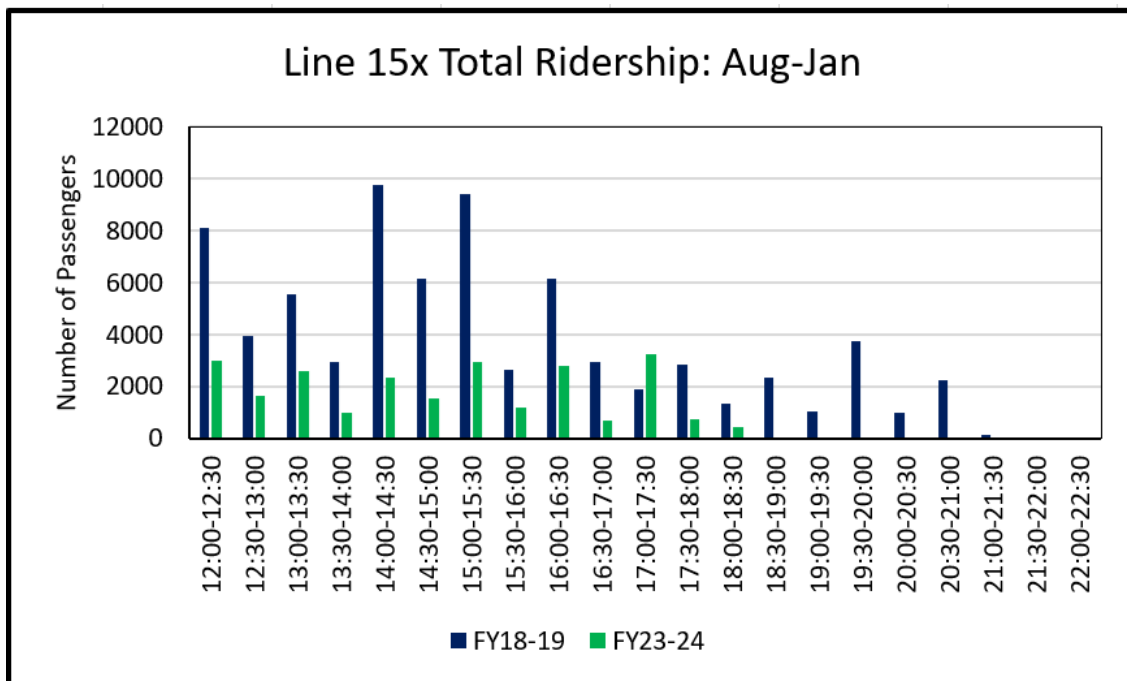
As discussed previously, for several years now, MTD has struggled with a shortage of bus operators which has resulted in an unacceptable number of missed trips and made it difficult to address requests for additional service. While not close to its former peak, hiring has picked up and our bus operator numbers are increasing.

Because of the increase in staffing, the Planning staff is able to take a look at the best options for internal run restructuring. Of course, all of this is dependent on workforce availability which may change. Additionally, service changes being considered may not all be possible to enact this August, but staff believes it is important to discuss and plan for them so that we are prepared in the best-case workforce scenario.

Extending Line 15x (SBCC/UCSB Express) Span of Service

Line 15x operates weekday service between SBCC and UCSB year-round except for SBCC Winter and Spring breaks. This service was suspended when the SBCC campus was closed during the pandemic, and came back at a lower service level than pre-pandemic in August of 2021. Line 15x currently runs from approximately 7:00 a.m. to 6:00 p.m. with headways around 30 minutes in the AM peak and hourly for the rest of the day.

SBCC students have expressed a need for more service on the 15x and service that goes later into the evening. Staff believes that many students, upon seeing that the bus doesn't run after 6:00 p.m., eschew taking the route altogether since they wouldn't be able to get back home the same way in the evening. To address this issue, staff is recommending expanding the span of service to around 9:00 p.m. as it was pre-pandemic. Headways in the evening would be roughly every hour.



Staff reviewed current and past ridership to assess possible demand for evening service. SBCC supplied information about when classes start and end throughout each day of the week. There are hundreds of students with classes that start and end after 6:00 p.m. each weekday.

Additionally, an analysis of ridership in the evening hours in FY 2018-19 showed that the later trips were important and fairly well used. Please note that the ridership on the chart above was pre-pandemic when frequency was double what it is now.

SBCC student ridership is increasing year over year, and has seen a 12.5% increase systemwide in the first 7 months of the current fiscal year. While SBCC student enrollment will likely not get back to its peak (between 14,000 and 16,000 students), it will likely get back to the 12,000 student range from the current 10,000 level. There is still capacity on daytime trips of the Line 15x. For these reasons, staff believes that expanding the span of service is more important than increasing frequency on the Line 15x.

Increased Service on Line 27 (Isla Vista Shuttle)

Line 27 serves the UCSB campus, Camino Real Marketplace, and is the only route that serves the heart of Isla Vista. As mentioned above, Line 27 service has been operating on what was previously a “UCSB out” reduced schedule with 36 minute headways since the beginning of the pandemic. The current span of service is from approximately 7:00 a.m. to 8:45 p.m. Monday through Friday, with 42 minute headways on weekends.

The Isla Vista Community Mobility Plan being developed by the Isla Vista Community Services District consistently showed from its outreach efforts that a high priority for Isla Vista residents is more service within Isla Vista, not just on the Storke and El Colegio corridors. It is staff’s recommendation to restore Line 27 service when UCSB is in session to a more frequent 20 minute headways. This would restore the “UCSB in” and “UCSB out” dynamic. Staff will also be able to refine the schedule to improve on-time performance on the route, which has consistently been a poorer OTP performer than most MTD lines as of late.

On another note, the more frequent service is in Isla Vista, the better schedule adherence will be for all lines in the area. Adding service on the Line 28 in August 2023 has reduced too-full-to-board and at-capacity loads, and adding Line 27 service will likely reduce those instances further.

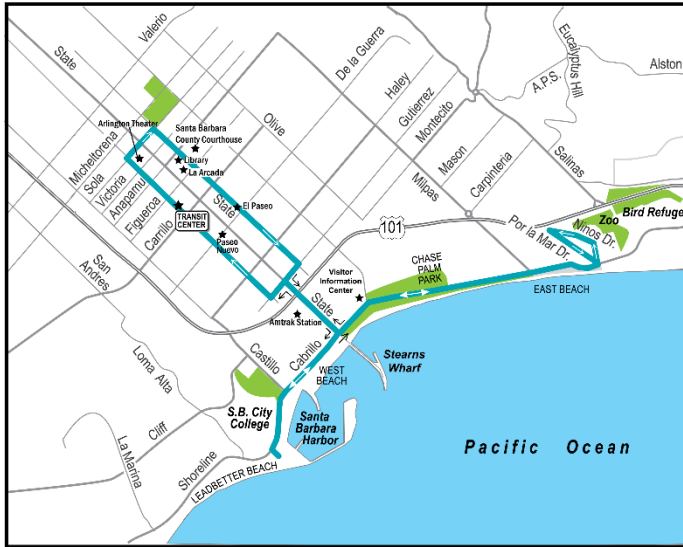
Microtransit

As discussed previously, MTD is working to launch a microtransit pilot in a portion of Goleta and Isla Vista. Microtransit is a flexible, on-demand, curbside-to-curb public transportation service provided within a specified zone for a flat fare and operated with smaller vehicles instead of transit buses. This service, known as The Wave, has been in the works for several years now, with intensive testing having taken place in fall of 2023 in the planned Goleta and Isla Vista zone. Unfortunately, the start of the pilot has been delayed by performance issues with the electric Ford Transit vans acquired for the service. MTD staff is working to procure a contingency fleet of gasoline Ford Transit vans in the meantime to ensure that we can reliably start the service soon. The start date for the service is unknown at this point, but will begin in the first half of FY 24-25. Details on the planned service can be found at sbmtd.gov/thewave

Downtown-Waterfront Shuttle

On March 5, 2024, the Board of Directors approved temporary summer service for a reconfigured Downtown-Waterfront Shuttle. The temporary Downtown-Waterfront Shuttle service will operate on Fridays, Saturdays, and Sundays between May 31st, 2024 and September 2nd, 2024. It will also operate on July 4th (a Wednesday this year) and Labor Day Monday (September 2nd) since

those are weekend service days and popular days for crowds in the Downtown and Waterfront areas.



The service route will run up Chapala Street to Sola Street, down Anacapa Street to Gutierrez Street, left on State Street below the promenade street closure area, down to Cabrillo Boulevard. The shuttle will then turn right and head to the Harbor, turn around and head back east on Cabrillo all the way to Niños Drive where it would turn left to serve the Zoo and turn back around to get to Cabrillo and back right on State Street.

Service will operate between 10:00 a.m. and 6:00 p.m. with 20-minute headways, and will be operated using MTD’s existing BYD 30-foot electric shuttles.

On-Time Performance

On-time performance before and during the pandemic has been at high levels, generally meeting and beating agency performance standards. Planning staff analyzes on-time performance on a monthly and quarterly basis, and considers changes based on route conditions (such as construction or heavy loads). This monitoring helps investigate whether issues are related to traffic conditions, run structure, or other operational items. While no specific on-time performance fixes are currently recommended outside of the Line 27 restructure, staff will continue to monitor conditions and may recommend minor changes to further refine schedule timing in August.

Minor on-time performance adjustments

Planning staff continues to analyze on-time performance, and may recommend minor adjustments to certain trips. Monitoring will continue as traffic conditions and other variables change, and staff will come to the Board of Directors with a final recommendation in May.

Community Outreach

Community meetings to receive feedback are currently being scheduled for the month of April in Santa Barbara (at SBCC), Carpinteria and Goleta. There will also be a virtual meeting on Zoom. The same service change presentation will be given at a meeting of the Isla Vista Community Services District board. To accompany the meetings, staff is again planning to distribute a survey that explains the proposed changes and seeks input from the public. Information on meetings and the survey will be distributed via press releases, social media, email, and community partners.



BOARD OF DIRECTORS REPORT

MEETING DATE: MARCH 19, 2024 **AGENDA ITEM #:** 14

TYPE: ACTION ITEM

PREPARED BY: SENIOR PURCHASING AGENT VALERIE WHITE

REVIEWED BY: GENERAL MANAGER JERRY ESTRADA

SUBJECT: ADVANCED AUTHORITY TO PURCHASE SIX MICROTRANSIT VANS

RECOMMENDATION:

Staff requests that the Board provide advanced authority to the General Manager for issuance of the following purchase orders to A-Z Bus Sales, Inc. through a purchasing cooperative with Morongo Basin Transit Authority (MBTA) and California Association of Coordinated Transportation (CalACT), Contract #20-01, for

- a not-to-exceed amount of \$708,868 for the purchase of three (3) battery-electric Ford E-Transit Vans; and
- a not-to-exceed amount of \$394,525 for the purchase of three (3) gasoline-powered Ford Transit Passenger Vans.

DISCUSSION:

Background: In MTD's adopted Short Range Transit Plan, on-demand, shared ride, curb-to-curb microtransit is identified as a key initiative in reaching a new level of service reliability. To provide the service, MTD seeks a fleet of ADA-accessible vehicles that can maneuver throughout the community in and out of tight spaces with a mix of propulsion types that offer operational flexibility for fluctuations in service demands and vehicle availability.

Procurement: As a member of CalACT, MTD has access to purchase vehicles intended for transit agencies from the CalACT/MBTA purchasing cooperative. These are competitively priced vans resulting from the collective purchasing power of multiple agencies. Through their competitive procurement process, conducted in a manner that conforms to MTD's policies for formal solicitation (publicly advertised and evaluated with price as a consideration), CalACT/MBTA awarded A-Z Bus Sales a contract for vans that also meets MTD's microtransit service specifications. The contract allows for the essential options to make the vehicle service-ready, such as an ADA conversion, personal protective equipment for the operator, surveillance cameras, farebox, vinyl graphics for branding, and more.

Price Analysis: In an independent cost estimate (ICE) performed at MTD, developed by reviewing alternative leveraged procurement agreements and historical data, MTD's spending shall be less and thus deemed by Staff as fair and reasonable.

BOARD OF DIRECTORS REPORT

Microtransit Vans	Alternative Fuel Vehicle - Base Price*	Gas Vehicle - Base Price*
MTD Past Purchases with CalACT/MBTA <i>contract pricing no longer available</i>	\$179,821 (2021), consider 14.5% inflation: \$205,938 – Battery electric ICE	\$ 73,090 (2023)
Statewide Contracts for Vans/Paratransit Vehicles	\$159,777 – (2024) CNG; no zero-emission options	\$ 87,792 (2024) ICE
Recommended CalACT/MBTA	\$182,355 – Battery electric, extended range	\$ 78,759

*Base Price does not include the necessary service-ready options.

Funding: The budgeted, not-to-exceed amounts ensure the vehicles (and options) meet MTD's operational needs. The Transit and Intercity Rail Capital Program (TIRCP) award, California's Hybrid and Zero -Emission Truck and Bus Voucher Incentive Project (HVIP), and MTD's Measure A grant shall fund the purchases.

To: MTD Board of Directors
From: Jerry Estrada, General Manager
Date: March 19, 2024
Subject: General Manager's Report

Nolan Robertson, Fleet and Facilities Manager, recently visited San Joaquin Regional Transit District (RTD) to inspect three 2006 Gillig Hybrids for possible acquisition by MTD. The visit included a site tour of the facility and discussions with RTD maintenance management about their transition to zero emissions, contingency fleet plans, and mechanic training programs.

We would like to congratulate Carlos A. and Nicolas F., two new Operators-in-Training, for passing their DMV Commercial tests. Now, they can continue their training with picking up and transporting passengers.

The City of Santa Barbara has work underway on Chapala Street near the Transit Center to improve pedestrian safety. MTD is collaborating on this project, and in addition to replacing the sidewalk in the Express Zone (Zone B), three bus shelters will also be installed to provide shelter from the elements for waiting passengers.

During construction, Lines 12x, 24x, 2010, and 2520 are temporarily boarding one block up Chapala. Operations is managing the closing and relocating of zones due to the disruption. Additional Supervisor shifts have been allocated to provide assistance to passengers and bus operators are informed daily of these changes. Planning & Marketing is coordinating with Operations to inform the public through social media and announcement postings at the Transit Center.

Staff attended a meeting of the Santa Barbara County Association of Governments' (SBCAG's) Technical Transportation Advisory Committee (TTAC) on March 7. TTAC recommended that the SBCAG Board approve the proposed Transportation Development Act - Local Transportation Fund (TDA-LTF) apportionments for FY 2024-25 and prepare the required forms to claim the apportionments. TTAC received updates on various topics, including: the ongoing Measure A Strategic Plan Update; recent activities of the California Transportation Commission; the proposed Santa Barbara County regional application for Cycle 7 of the Transit and Intercity Rail Capital Program (TIRCP); and the Draft Active Transportation Program Large Metropolitan Planning Organization (MPO) Guidelines. TTAC also provided feedback on the draft 2023 Measure A Annual Report.

The FTA requires federally-funded transit agencies to have a current planning agreement with the Metropolitan Planning Organization (MPO) for their service area. For Santa Barbara County, the Santa Barbara County Association of Governments (SBCAG) serves as the MPO. MTD submitted a draft revised planning agreement to SBCAG, and SBCAG staff originally planned to bring the revised agreement to their Board for approval at the March meeting. However, it was delayed and will be brought to the SBCAG Board for approval at their April 18 meeting.

Interviews were held for the Human Resources Generalist positions and two Human Resources Generalist candidates were offered positions. Both candidates have accepted their offer and the hiring process has begun. Once they are onboarded, the HR team will be fully staffed.

The HR team is currently working on the completion of the 1094C report. As well as participating in the implementation process for the HRIS system, ADP.

The HR Team and Mary Gregg, along with the Brown and Brown Representative, Allison Olsen, are preparing the General Liability and Commercial Auto Insurance quote, as well as the Excess Liability. This coverage begins on April 1, 2024. The process has also started for Property and Earthquake insurance, which renews in May 2024.

The Director of Finance and Administration attended National Transit Database training through the National Transit Institute. HRIS/Payroll Conversion System Administration Team participated in an all-day training on Friday, March 8, for the new HRIS/Payroll System with ADP, verifying the data previously sent. The team is meeting multiple times per week to set up the HRIS System and convert the Payroll System. The IT Department has been working with Clever Devices on the Milestones Requests for the System Upgrade approved by the Board of Directors on December 5, 2023. Procurement is finalizing the Bidder Qualifications for the upcoming Renewable Diesel Supply Fuel Bid. Finance has completed the 5500 Annual Returns/Reports of Employee Benefit Plan for the Fidelity Administered Staff Retirement Plan and it has passed all Discrimination Testing for 2023.