



BOARD OF DIRECTORS AGENDA

REGULAR MEETING
of the
BOARD OF DIRECTORS
of the
SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
A Public Agency
Tuesday, July 16, 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**

CONSENT CALENDAR

- 4. APPROVAL OF PRIOR MINUTES - (ACTION MAY BE TAKEN)**
The Board of Directors will be asked to approve the draft minutes for the meeting of June 18, 2024.
- 5. CASH REPORTS - (ACTION MAY BE TAKEN)**
The Board of Directors will be asked to review and approve the Cash Reports from June 8, 2024 through June 21, 2024 and June 22, 2024 through July 5, 2024.

THIS CONCLUDES THE CONSENT CALENDAR

- 6. PUBLIC COMMENT**
Members of the public may address the Board of Directors on items within the jurisdiction of the Board that are not scheduled for public hearing. The time allotted per speaker will be at the discretion of the Board Chair. If you wish to address the Board under this item number, please complete and deliver to the MTD Board Clerk a "Request to Speak" form that includes both a description of the subject you wish to address and, if applicable, the agenda item number for which you would like to comment. Additional public comment will be allowed during each agenda item, including closed session items. Forms are available at www.sbmtgd.gov and at MTD Administrative offices.
- 7. RECESS TO CLOSED SESSION: REAL PROPERTY NEGOTIATIONS (GOVERNMENT CODE §54956.8) (ACTION MAY BE TAKEN)**
Property: 4678 Calle Real / 149 North San Antonio Road.

BOARD OF DIRECTORS AGENDA

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

- 8. UPDATING FUNDING AGREEMENT WITH SBCAG FOR SERVICE VIA HIGHWAY 101 HOV PROJECT TRAFFIC MANAGEMENT PLAN FUNDS- (ACTION MAY BE TAKEN - ATTACHMENT)**
Staff recommends that the Board of Directors authorize an agreement with SBCAG to update and continue bus service with Traffic Management Plan funds for Phase 4 of the U.S. Highway 101 HOV Project.
- 9. TRANSIT MUTUAL ASSISTANCE COMPACT - (ACTION MAY BE TAKEN - ATTACHMENT)**
Staff recommends that the Board of Directors approve MTD membership in the California Transit Mutual Assistance Compact (TransMAC), and authorize General Manager Estrada to sign the TransMAC Agreement.
- 10. APPROVAL OF UPDATED AGENCY SAFETY PLAN – (ACTION MAY BE TAKEN - ATTACHMENT)**
Staff recommends the Board approve MTD’s Agency Safety Plan Version 5.0.
- 11. MTD FY 2025 - FY 2027 OVERALL GOAL FOR DBE PARTICIPATION - (ACTION ITEM - ATTACHMENT)**
Staff requests that the Board Review and consider approval of MTD’s draft “FY 2025 – FY 2027 Overall Goal for Disadvantaged Business Enterprise Participation in Federal Transit Administration Assisted Programs.”
- 12. PURCHASE OF THREE ELECTRIC PASSENGER VANS– (ACTION MAY BE TAKEN)**
Staff requests the Board approve a purchase order to A-Z Bus Sales in the not to exceed amount of \$669,220 for the purchase of three fully-electric passenger vans by utilizing the purchasing cooperative with Morongo Basin Transit Authority (MBTA) and California Association of Coordinated Transportation (CalACT), Contract #20-01.
- 13. GENERAL MANAGER’S REPORT – (INFORMATIONAL)**
The General Manager will report on any updates to district activities.
- 14. OTHER BUSINESS AND REPORTS – (INFORMATIONAL)**
The Board will report on other related public transit issues and committee meetings.
- 15. 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, June 18, 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.

3. REPORT REGARDING THE POSTING OF THE AGENDA

Steve Maas, Grants and Compliance Manager acting as Clerk of the Board reported that the agenda was posted on Friday, June 14, 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 June 4, 2024.

5. CASH REPORTS - (ACTION MAY BE TAKEN)

The Board of Directors was asked to review and approve the Cash Reports from May 25, 2024 through June 7, 2024.

Vice Chair Tabor moved to approve the consent calendar. Director Lapuz 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. 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.

No public comments related to closed session were made.

Chair Davis recessed the Board to Closed Session at 8:33 a.m.

The Board reconvened from Closed Session at 8:52 a.m.

Chair Davis reported no action was taken.

8. DOWNTOWN COMMUNITY BENEFIT IMPROVEMENT DISTRICT - (ACTION MAY BE TAKEN)

General Manager Estrada presented information regarding the City of Santa Barbara's proposed Downtown Community Benefit Improvement District (CBID). Director Sarkar moved to authorize the General Manager to vote in support of the proposed CBID. Director Solórzano seconded the motion. The motion was approved unanimously.

9. ADVANCED AWARD AUTHORITY TO EXECUTE RENEWABLE DIESEL CONTRACT- (ACTION MAY BE TAKEN)

Director of Finance and Administration Nancy Tillie gave a brief presentation. Director Solórzano moved to provide advanced award authority to the General Manager to enter into a renewable diesel supply contract resulting from an upcoming bid solicitation subject to the following conditions: gross price does not exceed \$3.38 per gallon, fixed price contract term shall not exceed 18 months; and the contract is awarded to the low bidder found to be responsive and responsible. Director Lapuz seconded the motion. The motion was approved unanimously.

10. FISCAL YEAR 2023-24 THIRD QUARTER PERFORMANCE REPORTS (INFORMATIONAL)

Planning and Marketing Manager Hillary Blackerby gave a presentation on the Third Quarter Fiscal Year (FY) 2023-24 Performance Reports for the nine-month period ending March 31, 2024.

11. GENERAL MANAGER'S REPORT – (INFORMATIONAL)

The General Manager reported on updates to district activities.

12. OTHER BUSINESS AND REPORTS – (INFORMATIONAL)

Director Solorzano thanked General Manager Estrada and Planning and Marketing Manager Blackerby for presenting at the City of Carpinteria's Transportation Committee meeting. The next meeting of the Board of Directors will be July 2, 2024.

13. ADJOURNMENT

Chair Davis adjourned the meeting at 9:24 a.m.

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of July 16, 2024
For the Period June 8, 2024 through June 21, 2024

MONEY MARKET

Beginning Balance June 8, 2024 **\$2,879,323.18**

Accounts Receivable	447,871.28
Passenger Fares	84,432.77
Property Tax Revenue	67,745.22
Measure A Transfer	9,363.03
Miscellaneous Income	304.97
Total Deposits	609,717.27

Miscellaneous Transfers	(13,097.90)
401(k)/Pension Transfer	(41,965.78)
Payroll Taxes	(186,224.00)
Payroll	(408,733.15)
Accounts Payable	(584,254.15)
Total Disbursements	(1,234,274.98)

Ending Balance **\$2,254,765.47**

CASH INVESTMENTS

LAIF Account	\$6,222,413.07
Money Market Account	2,254,765.47

Total Cash Balance **\$8,477,178.54**

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$3,549,383.82)
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Working Capital **\$4,927,794.72**

Santa Barbara Metropolitan Transit District
Accounts Payable

Check #	Date	Company	Description	Amount	Voids
132764	7/20/2023	SANTA BARBARA NEWSPRESS	D PUBLIC NOTICE ADS	70.00	V
134768	4/19/2024	ESP LOCKSMITH DBA	B&G REPAIRS & SUPPLIES	30.00	V
135122	6/14/2024	ABC BUS COMPANIES INC	BUS PARTS	1,508.64	
135123	6/14/2024	AT&T MOBILITY-CC	TAP2PAY COMMUNICATIONS	931.42	
135124	6/14/2024	AMERICAN MOVING PARTS LLC	BUS PARTS	2,022.36	
135125	6/14/2024	HENRY ANDREWS	RETIREE HEALTH REIMBURSEMENT	285.00	
135126	6/14/2024	KARL BRETZ	RETIREE HEALTH REIMBURSEMENT	285.00	
135127	6/14/2024	ARTHUR BURNS	RETIREE HEALTH REIMBURSEMENT	256.00	
135128	6/14/2024	ROBERT BURNHAM	RETIREE HEALTH REIMBURSEMENT	294.93	
135129	6/14/2024	RIDE COACH & BUS DBA	BUS PARTS	24.44	
135130	6/14/2024	RICARDO CABRERA	RETIREE HEALTH REIMBURSEMENT	225.00	
135131	6/14/2024	CALIFORNIA ELECTRIC SUPPLY IN	SHOP/B&G SUPPLIES	19.87	
135132	6/14/2024	GILBERT CALLES	RETIREE HEALTH REIMBURSEMENT	105.00	
135133	6/14/2024	MIKE CARDONA	RETIREE HEALTH REIMBURSEMENT	150.00	
135134	6/14/2024	CITY OF SANTA BARBARA	CEC BLUEPRINT GRANT / FEE	410.00	
135135	6/14/2024	STAN CISOWSKI	RETIREE HEALTH REIMBURSEMENT	84.00	
135136	6/14/2024	COTTAGE HEALTH SYSTEM	EMPLOYEE ASSISTANCE PROGRAM	5,502.76	
135137	6/14/2024	COX COMMUNICATIONS CORP.	INTERNET & CABLE TV	548.34	
135138	6/14/2024	CUMMINS SALES & SERVICE DBA	BUS PARTS & REPAIRS	5,466.91	
135139	6/14/2024	CROSSLINE SUPPLY LLC	BUS PARTS	2,392.50	
135140	6/14/2024	EMERGENCY DRAIN SERVICES DB	DRAIN SERVICES	546.34	
135141	6/14/2024	ESP LOCKSMITH DBA	B&G REPAIRS & SUPPLIES	30.00	
135142	6/14/2024	GIBBS INTERNATIONAL INC	BUS PARTS	417.95	
135143	6/14/2024	GILLIG LLC	BUS PARTS	407.55	
135144	6/14/2024	GARY GLEASON	RETIREE HEALTH REIMBURSEMENT	247.95	
135145	6/14/2024	GRAPHICINK	PRINTING SERVICES	176.72	
135146	6/14/2024	GRAINGER INC.	SHOP/B&G SUPPLIES	18.10	
135147	6/14/2024	JILL GRISHAM	RETIREE HEALTH REIMBURSEMENT	285.00	
135148	6/14/2024	ALI HABIBI	RETIREE HEALTH REIMBURSEMENT	168.00	
135149	6/14/2024	RICHARD HARRIGAN	RETIREE HEALTH REIMBURSEMENT	166.00	
135150	6/14/2024	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	114.06	
135151	6/14/2024	INTELLICORP RECORD INC.	PRE-EMPLOYMENT CHECK	73.40	
135152	6/14/2024	JAY DANIEL ROBERTSON	RETIREE HEALTH REIMBURSEMENT	285.00	
135153	6/14/2024	LOUIS JONES	RETIREE HEALTH REIMBURSEMENT	97.50	
135154	6/14/2024	JOY EQUIPMENT PROTECTION IN	SERVICING FIRE EXTINGUISHERS	482.82	
135155	6/14/2024	LINDA LEE LACKEY	RETIREE HEALTH REIMBURSEMENT	855.00	
135156	6/14/2024	LANSPEED DBA	IT SERVICES	2,935.00	
135157	6/14/2024	LENZ PEST CONTROL INC	FUMIGATION SERVICES	120.00	

Check #	Date	Company	Description	Amount	Voids
135158	6/14/2024	LIFT-U DIV	BUS PARTS	897.71	
135159	6/14/2024	MANSFIELD OIL CO OF GAINESVIL	RENEWABLE DIESEL FUEL	52,756.76	
135160	6/14/2024	MAYAN GENERAL CONSTRUCTIO	LANDSCAPE MAINTENANCE SERVIC	3,600.00	
135161	6/14/2024	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	972.28	
135162	6/14/2024	MILPAS RENTAL INC.	EQUIPMENT RENTAL- CALLE REAL	721.32	
135163	6/14/2024	MISSION LINEN SUPPLY INC	UNIFORM & LINEN SERVICE	61.85	
135164	6/14/2024	MOUNTAIN SPRING WATER	SHOP & OFFICE SUPPLIES	1,321.00	
135165	6/14/2024	WILLIAM MORRIS	RETIREE HEALTH REIMBURSEMENT	285.00	
135166	6/14/2024	NEWEGG BUSINESS INC	IT EQUIPMENT & SUPPLIES	739.50	
135167	6/14/2024	NFI PARTS DBA	BUS PARTS	1,048.00	
135168	6/14/2024	PREVOST CAR (US) INC.	BUS/SERVICE VEHICLE PARTS	32.00	
135169	6/14/2024	NOREGON SYSTEM	MAINTENANCE SOFTWARE	1,180.00	
135170	6/14/2024	O'REILLY AUTO PARTS DBA	BUS/SERVICE VEHICLE PARTS	28.95	
135171	6/14/2024	CARLOS ORNELAS	RETIREE HEALTH REIMBURSEMENT	285.00	
135172	6/14/2024	LUIGI OTTIERI	RETIREE HEALTH REIMBURSEMENT	285.00	
135173	6/14/2024	AL ROMERO SR.	RETIREE HEALTH REIMBURSEMENT	52.50	
135174	6/14/2024	SANSUM CLINIC	MEDICAL EXAMS	2,391.00	
135175	6/14/2024	JERRY NAMBA CH 7 TRUSTEE FOR	PUBLIC NOTICE ADS	70.00	
135176	6/14/2024	SPECIAL DISTRICT RISK MGMT	HEALTH INSURANCE	89,738.75	
135177	6/14/2024	SANTA BARBARA TROPHY	DRIVER NAME PLATES	57.09	
135178	6/14/2024	SOAP MAN DISTRIBUTIN DBA	BUS CLEANING SUPPLIES	147.79	
135179	6/14/2024	SOUTHWEST LIFT & EQUIPMENT I	LIFT REPAIRS & SUPPLIES	1,040.99	
135180	6/14/2024	STANTEC ARCHITECTURE INC.	FACILITIES A&E SERVICES	3,374.09	
135181	6/14/2024	TEAMSTERS PENSION TRUST	UNION PENSION	89,845.87	
135182	6/14/2024	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	11,623.00	
135183	6/14/2024	U.S. BANK CORP. PAYMENT SYST	CREDIT CARD PURCHASES	5,302.19	
135184	6/14/2024	VALLEY POWER SYSTEMS INC	BUS PARTS	54,942.52	
135185	6/14/2024	JOHN J. VASQUEZ	RETIREE HEALTH REIMBURSEMENT	285.00	
135186	6/14/2024	VEHICLE MAINTENANCE PROGRA	BUS PARTS	730.54	
135187	6/14/2024	VERIZON WIRELESS	WIRELESS PHONES & AIM CELLULA	1,047.46	
135188	6/14/2024	DANIEL WALKER	RETIREE HEALTH REIMBURSEMENT	251.77	
135189	6/14/2024	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	568.43	
135190	6/14/2024	WURTH USA WEST INC.	SHOP SUPPLIES	437.71	
135191	6/14/2024	ALEXANDER YOUNG	RETIREE HEALTH REIMBURSEMENT	264.77	
135192	6/20/2024	ABC BUS COMPANIES INC	BUS PARTS	1,802.62	
135193	6/20/2024	AQUA-FLO	B&G SUPPLIES	332.41	
135194	6/20/2024	AMERICAN MOVING PARTS LLC	BUS PARTS	2,131.61	
135195	6/20/2024	BYD MOTORS LLC	CAPITAL LEASE PAYMENT	31,625.22	
135196	6/20/2024	CITY OF SANTA BARBARA	CEC BLUEPRINT GRANT / FEE	1,500.00	
135197	6/20/2024	COMPLETE COACH WORKS	BUS PARTS	679.11	
135198	6/20/2024	CUMMINS SALES & SERVICE DBA	BUS PARTS & REPAIRS	3,405.13	

Check #	Date	Company	Description	Amount	Voids
135199	6/20/2024	DOCUPRODUCTS CORPORATION	COPIER MAINTENANCE/SUPPLIES	350.23	
135200	6/20/2024	EASY LIFT TRANSPORTATION INC	MONTHLY ADA SUBSIDY	92,818.95	
135201	6/20/2024	EAST PENN MANUFACTURING CO	BUS PARTS	1,163.76	
135202	6/20/2024	FAUVER LARGE ARCHBALD&SPR	LEGAL COUNSEL	8,331.40	
135203	6/20/2024	GENFARE LLC	FAREBOX REPAIRS & PARTS	2,552.76	
135204	6/20/2024	GIBBS INTERNATIONAL INC	BUS PARTS	718.91	
135205	6/20/2024	GILLIG LLC	BUS PARTS	446.63	
135206	6/20/2024	GLOBAL INDUSTRIAL DBA	B&G REPAIRS & SUPPLIES	380.58	
135207	6/20/2024	GRAINGER INC.	SHOP/B&G SUPPLIES	370.24	
135208	6/20/2024	GOLETA SANITRY DISTRICT	UTILITIES	568.00	
135209	6/20/2024	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	124.64	
135210	6/20/2024	KITCHELL CEM INC.	CONSTRUCTION MANAGEMENT SER	27,931.00	
135211	6/20/2024	MANSFIELD OIL CO OF GAINESVIL	RENEWABLE DIESEL FUEL	25,977.43	
135212	6/20/2024	MCMASTER-CARR SUPPLY CO.	SHOP/B&G SUPPLIES	146.49	
135213	6/20/2024	MULLEN & HENZELL	CALLE REAL PROJECT SERVICES	4,386.56	
135214	6/20/2024	NEOPART TRANSIT LLC	BUS PARTS	127.49	
135215	6/20/2024	O'REILLY AUTO PARTS DBA	BUS/SERVICE VEHICLE PARTS	3.43	
135216	6/20/2024	SMART & FINAL	OFFICE/MEETING SUPPLIES	51.44	
135217	6/20/2024	SO. CAL. EDISON CO.	UTILITIES	12,996.55	
135218	6/20/2024	SOCALGAS	UTILITIES	595.49	
135219	6/20/2024	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	769.86	
135220	6/20/2024	TDS SERVICE CORP. DBA TRANSIT	BUS PARTS	678.50	
135221	6/20/2024	VALLEY POWER SYSTEMS INC	BUS PARTS	7,063.31	
				584,354.15	
				Current Cash Report Voided Checks:	0.00
				Prior Cash Report Voided Checks:	100.00
				Grand Total:	\$584,254.15

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

Date	Company	Description	Amount
6/5/2024	Measure A, Section 3 LSTI	Measure A Funds - May 2024	256,726.98
6/10/2024	Department of Rehabilitation	Passes/Passports Sales	520.00
6/11/2024	Womens Economic Ventures	Advertising on Buses	293.00
6/13/2024	Sol Wave Water	Advertising on Buses	520.00
6/18/2024	Interface Children & Family Service	Advertising on Buses	500.00
6/18/2024	Wells Marketing, LLC	Advertising on Buses	1,553.40
6/18/2024	Wells Marketing, LLC	Advertising on Buses	1,553.40
6/20/2024	Deity/Danny Tran	Advertising on Buses	1,000.00
6/20/2024	Goodland BBQ	Advertising on Buses	284.00
6/20/2024	SB School District	Passes/Token Sales	2,137.50
6/21/2024	Federal Transit Administration	FTA Capital Assistance	182,783.00
Total Accounts Receivable Paid During Period			\$447,871.28

Santa Barbara Metropolitan Transit District
Cash Report
Board Meeting of July 16, 2024
For the Period June 22, 2024 through July 5, 2024

MONEY MARKET

Beginning Balance June 22, 2024 **\$2,254,765.47**

Accounts Receivable	1,110,779.32
Measure A Transfer	204,008.61
Passenger Fares	131,989.42
Property Tax Revenue	57,887.47
Prepays & Advertising	6,914.00
Miscellaneous Income	3,749.87
Interest Income	<u>2,510.50</u>
Total Deposits	1,517,839.19

Bank & Credit Card Fees	(5,452.74)
Miscellaneous Transfers	(13,035.32)
401(k)/Pension Transfer	(42,394.46)
Workers' Compensation	(45,345.33)
Payroll Taxes	(174,569.82)
Payroll	(408,886.49)
Accounts Payable	<u>(674,958.33)</u>
Total Disbursements	(1,364,642.49)

Ending Balance **\$2,407,962.17**

CASH INVESTMENTS

LAIF Account	\$6,222,413.07
Money Market Account	<u>2,407,962.17</u>

Total Cash Balance **\$8,630,375.24**

SELF INSURED LIABILITY ACCOUNTS

WC / Liability Reserves	(\$3,549,383.82)
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Working Capital **\$5,080,991.42**

Santa Barbara Metropolitan Transit District
Accounts Payable

Check #	Date	Company	Description	Amount	Voids
135222	6/28/2024	ABC BUS COMPANIES INC	BUS PARTS	3,168.69	
135223	6/28/2024	AMERICAN MOVING PARTS LLC	BUS PARTS	512.11	
135224	6/28/2024	ASBURY ENVIRONMENTAL SERVI	WASTE OIL RECYCLER	105.00	
135225	6/28/2024	BROWN & BROWN INSURANCE SE	FLOOD INSURANCE	24,313.64	
135226	6/28/2024	RIDE COACH & BUS DBA	BUS PARTS	1,050.32	
135227	6/28/2024	CALIFORNIA ELECTRIC SUPPLY IN	SHOP/B&G SUPPLIES	287.75	
135228	6/28/2024	CENTRAL COAST CIRCULATION L	BUS BOOK DISTRIBUTION	777.00	
135229	6/28/2024	CINTAS CORPORATION	SAFETY SUPPLIES	853.52	
135230	6/28/2024	COSTCO WHOLESALE MEMBERSH	MEMBERSHIP	60.00	
135231	6/28/2024	COX COMMUNICATIONS CORP.	INTERNET & CABLE TV	364.81	
135232	6/28/2024	CUMMINS SALES & SERVICE DBA	BUS PARTS & REPAIRS	1,423.76	
135233	6/28/2024	CROSSLINE SUPPLY LLC	BUS PARTS	4,510.95	
135234	6/28/2024	DAVE BANG ASSOCIATES INC.	TRASH RECEPTACLE LIDS	944.36	
135235	6/28/2024	DENMUN OFFICE SOLUTIONS DBA	IT CONTRACT SERVICES	7,600.00	
135236	6/28/2024	EMERGENCY DRAIN SERVICES DB	DRAIN SERVICES	152.01	
135237	6/28/2024	EVERSHADE LLC DBA	STEAM CLEANING TC/EXPRESS ZON	2,475.00	
135238	6/28/2024	FRONTIER CALIFORNIA INC.	TELEPHONE SERVICE	1,057.13	
135239	6/28/2024	GIBBS INTERNATIONAL INC	BUS PARTS	777.10	
135240	6/28/2024	GILLIG LLC	BUS PARTS	3,140.05	
135241	6/28/2024	GRAINGER INC.	SHOP/B&G SUPPLIES	228.38	
135242	6/28/2024	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	99.31	
135243	6/28/2024	HR AUTOGLASS DBA	BUS PARTS/REPAIRS	530.00	
135244	6/28/2024	IRON HORSE AUTO BODY OF SB D	VEHICLE REPAIRS	3,203.25	
135245	6/28/2024	KUBA INC	TAP TO PAY VALIDATORS	10,223.11	
135246	6/28/2024	MANSFIELD OIL CO OF GAINESVIL	RENEWABLE DIESEL FUEL	25,749.36	
135247	6/28/2024	MC CORMIX CORP. (OIL)	LUBRICANTS	6,684.46	
135248	6/28/2024	MC CORMIX CORP. (GAS)	FUEL-SERVICE VEHICLES	992.22	
135249	6/28/2024	MCMASTER-CARR SUPPLY CO.	SHOP/B&G SUPPLIES	302.01	
135250	6/28/2024	MOHAWK MFG. AND SUPPLY CO.	BUS PARTS	1,510.59	
135251	6/28/2024	MOTION INDUSTRIES INC	BUS PARTS	129.98	
135252	6/28/2024	NATIONAL DRIVE	PAYROLL DEDUCTION	9.00	
135253	6/28/2024	O'REILLY AUTO PARTS DBA	BUS/SERVICE VEHICLE PARTS	47.37	
135254	6/28/2024	PITNEY BOWES INC	POSTAGE METER	2,100.26	
135255	6/28/2024	PITNEY BOWES INC	POSTAGE METER QTRLY CHARGES	146.81	
135256	6/28/2024	PB-RESERVE ACCOUNT	PREPAID POSTAGE	1,500.00	
135257	6/28/2024	PAPE MATERIAL HANDLING INC	SERVICE VEHICLE PARTS	165.69	
135258	6/28/2024	POWERSTRIDE BATTERY CO.	BATTERIES	307.22	
135259	6/28/2024	RADIO ACTIVITY DBA	NEW RADIO FREQUENCY	1,100.00	

Check #	Date	Company	Description	Amount	Voids
135260	6/28/2024	REPUBLIC ELEVATOR INC	ELEVATOR MAINTENANCE	350.36	
135261	6/28/2024	SAFETY-KLEEN CORPORATION	SHOP SUPPLIES	555.74	
135262	6/28/2024	SANSUM CLINIC	MEDICAL EXAMS	726.00	
135263	6/28/2024	SAFEGUARD DBA	OFFICE SUPPLIES	924.80	
135264	6/28/2024	SILVAS OIL CO. INC.	LUBRICANTS	3,247.87	
135265	6/28/2024	SO. CAL. EDISON CO.	UTILITIES	1,163.22	
135266	6/28/2024	SOAP MAN DISTRIBUTIN DBA	BUS CLEANING SUPPLIES	380.63	
135267	6/28/2024	SOUTHWEST LIFT & EQUIPMENT I	LIFT REPAIRS & SUPPLIES	870.00	
135268	6/28/2024	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	153.11	
135269	6/28/2024	SB CITY OF-REFUSE & WATER	UTILITIES	661.95	
135270	6/28/2024	TEAMSTERS UNION LOCAL NO. 18	UNION DUES	1,335.00	
135271	6/28/2024	UNITED PARCEL SERVICE INC	FREIGHT CHARGES	246.44	
135272	6/28/2024	UNITED WAY OF SB	PAYROLL DEDUCTION	15.00	
135273	6/28/2024	J.C.M. AND ASSOCIATES INC.	UNIFORMS	0.00	V
135274	6/28/2024	J.C.M. AND ASSOCIATES INC.	UNIFORMS	4,276.36	
135275	6/28/2024	VALLEY POWER SYSTEMS INC	BUS PARTS	538.54	
135276	6/28/2024	VERIZON WIRELESS	WIRELESS PHONES & AIM CELLULA	665.85	
135277	6/28/2024	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	1,289.97	
135278	6/28/2024	YACO SCHOLARSHIP FUND	PAYROLL DEDUCTION	15.00	
135279	6/28/2024	FRONTIER CALIFORNIA INC.	TELEPHONE SERVICE	1,155.08	
135280	7/3/2024	ABC BUS COMPANIES INC	BUS PARTS	2,610.00	
135281	7/3/2024	AQUA-FLO	BUS WASH SUPPLIES	30.40	
135282	7/3/2024	AMERICAN MOVING PARTS LLC	BUS PARTS	1,946.66	
135283	7/3/2024	ASBURY ENVIRONMENTAL SERVI	WASTE OIL RECYCLER	100.00	
135284	7/3/2024	AUTOZONE STORES LLC	BUS/SERVICE VEHICLE PARTS	70.32	
135285	7/3/2024	BANFF ENTERPRISES LLC	ADVERTISING REIMBURSEMENT	250.00	
135286	7/3/2024	BLUE KARMA SECURITY LLC	ROUTE PLANNING SOFTWARE	20,500.00	
135287	7/3/2024	CENTRAL COAST TANK TESTING	TANK TESTS	145.00	
135288	7/3/2024	COMPLETE COACH WORKS	BUS PARTS	1,266.74	
135289	7/3/2024	COX COMMUNICATIONS CORP.	INTERNET & CABLE TV	171.10	
135290	7/3/2024	DOCUPRODUCTS CORPORATION	COPIER MAINTENANCE/SUPPLIES	516.66	
135291	7/3/2024	EL BAJIO RESTAURANT	ADVERTISING REIMBURSEMENT	118.00	
135292	7/3/2024	EMERGENCY DRAIN SERVICES DB	DRAIN SERVICES	555.59	
135293	7/3/2024	EVERSHADE LLC DBA	STEAM CLEANING TC/EXPRESS ZON	675.00	
135294	7/3/2024	FEDEX DBA	FREIGHT CHARGES	233.58	
135295	7/3/2024	FIDELITY SECURITY LIFE INS. CO	VISION INSURANCE	512.40	
135296	7/3/2024	GIBBS INTERNATIONAL INC	BUS PARTS	553.82	
135297	7/3/2024	GILLIG LLC	BUS PARTS	9,991.41	
135298	7/3/2024	GOODYEAR TIRE & RUBBER CO	BUS TIRE LEASE	13,015.79	
135299	7/3/2024	GRAPHICINK	PRINTING SERVICES	458.71	
135300	7/3/2024	GRAINGER INC.	SHOP/B&G SUPPLIES	44.09	

Check #	Date	Company	Description	Amount	VOIDS
135301	7/3/2024	GUARDIAN-APPLETON (DENTAL I	DENTAL INSURANCE	5,608.55	
135302	7/3/2024	GUARDIAN-APPLETON (LIFE INS)	LIFE INSURANCE	1,128.67	
135303	7/3/2024	H&H WHOLESALE PARTS	BUS PARTS & SHOP SUPPLIES	776.86	
135304	7/3/2024	HOME IMPROVEMENT CTR.	SHOP/B&G SUPPLIES	57.19	
135305	7/3/2024	IAN'S TIRE AND AUTO REPAIR DB	SERVICE VEHICLE TIRES & REPAIRS	1,286.45	
135306	7/3/2024	MANSFIELD OIL CO OF GAINESVIL	RENEWABLE DIESEL FUEL	77,948.13	
135307	7/3/2024	MAYAN GENERAL CONSTRUCTIO	LANDSCAPE MAINTENANCE SERVIC	2,880.00	
135308	7/3/2024	MC CORMIX CORP. (OIL)	LUBRICANTS	7,388.82	
135309	7/3/2024	MISSION LINEN SUPPLY INC	UNIFORM & LINEN SERVICE	49.48	
135310	7/3/2024	MURPHY ELECTRIC MAINTENANC	ELECTRICAL REPAIRS	287.50	
135311	7/3/2024	MOTION INDUSTRIES INC	BUS PARTS	122.35	
135312	7/3/2024	MUNOZ JANITORIAL	JANITORIAL/DISINFECTANT SERVIC	7,800.00	
135313	7/3/2024	NATIONAL INTERSTATE INS INC.	LIABILITY INSURANCE	77,588.77	
135314	7/3/2024	NEWEGG BUSINESS INC	IT EQUIPMENT & SUPPLIES	1,560.85	
135315	7/3/2024	NS CORPORATION	BUS WASHER PARTS	114.10	
135316	7/3/2024	O'REILLY AUTO PARTS DBA	BUS/SERVICE VEHICLE PARTS	148.80	
135317	7/3/2024	SANSUM CLINIC	MEDICAL EXAMS	984.00	
135318	7/3/2024	SCR TTC	MEMBERSHIP - MECHANIC TRAININ	1,200.00	
135319	7/3/2024	SM TIRE CORP.	BUS TIRE MOUNTING	2,658.59	
135320	7/3/2024	SO. CAL. EDISON CO.	UTILITIES	2,074.74	
135321	7/3/2024	STANTEC ARCHITECTURE INC.	FACILITIES A&E SERVICES	77,575.44	
135322	7/3/2024	STANTEC CONSULTING SERVICES	PROJECT CONSULTING SERVICES	13,368.50	
135323	7/3/2024	STAPLES CONTRACT & COMMERC	OFFICE SUPPLIES	302.26	
135324	7/3/2024	SB CITY OF-REFUSE & WATER	UTILITIES	1,542.75	
135325	7/3/2024	TEAMSTERS MISC SECURITY TRU	UNION MEDICAL INSURANCE	209,089.00	
135326	7/3/2024	VALLEY POWER SYSTEMS INC	BUS PARTS	134.05	
135327	7/3/2024	WAXIE SANITARY SUPPLY DBA	JANITORIAL SUPPLIES	147.73	
135328	7/3/2024	WAYTEK INC.	BUS PARTS & SHOP SUPPLIES	196.34	
				674,958.33	
				Current Cash Report Voided Checks:	0.00
				Prior Cash Report Voided Checks:	0.00
				Grand Total:	\$674,958.33

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

Date	Company	Description	Amount
5/17/2024	Handpartners (McDonalds)	Advertising on Buses	5,040.00
6/24/2024	Elite Kitchen and Bath	Advertising on Buses	3,216.00
6/24/2024	Moonlight Graphics/Mktg	Advertising on Buses	5,364.00
6/24/2024	Sol Wave Water	Advertising on Buses	520.00
6/25/2024	Berris Branded Entertainment	Advertising on Buses	250.00
6/26/2024	Stacy Miller Public Affairs, Inc.	Advertising on Buses	270.00
6/26/2024	Stacy Miller Public Affairs, Inc.	Advertising on Buses	2,901.00
6/28/2024	S.B.C.A.G.	Local Operating Assistance - Line 19x	105,936.58
7/2/2024	City of SB Creeks Division	Advertising on Buses	300.00
7/2/2024	City of SB Creeks Division	Advertising on Buses	1,251.00
7/2/2024	Department of Rehabilitation	Passes/Passports Sales	468.00
7/2/2024	Local Transportation Fund	SB 325 - June 2024	781,262.63
7/2/2024	Measure A, Section 3 LSTI	Measure A Funds - June 2024	204,000.11
Total Accounts Receivable Paid During Period			\$1,110,779.32



BOARD OF DIRECTORS REPORT

MEETING DATE: JULY 16, 2024 **AGENDA ITEM #: 8**

TYPE: ACTION ITEM

PREPARED BY: PLANNING AND MARKETING MANAGER HILLARY BLACKERBY

REVIEWED BY: GENERAL MANAGER JERRY ESTRADA

SUBJECT: UPDATED FUNDING AGREEMENT WITH SBCAG FOR SERVICE VIA HIGHWAY 101 HOV PROJECT TRAFFIC MANAGEMENT PLAN FUNDS

RECOMMENDATION:

That the Board of Directors authorize an agreement with SBCAG to update and continue bus service with Traffic Management Plan funds for Phase 4 of the U.S. Highway 101 HOV Project.

DISCUSSION:

In March of 2020, the MTD Board of Directors authorized an agreement with SBCAG for the funding of new transit service in the corridor of the Highway 101 HOV Project using Phase 4 Traffic Management funds. Though the COVID-19 pandemic delayed the start of service, this agreement funded the creation and operation of Line 19x (Carpinteria/SBCC Express) which launched in August 2023.

This funding source is always a component of major freeway construction projects, designed to mitigate congestion impacts caused by construction activities. The 101 HOV Project is expected to continue through its final phase of construction into 2028.

The existing agreement with SBCAG is set to expire on August 18, 2024, which necessitates an updated agreement. SBCAG and MTD staff have proposed minor updates to the agreement and the new term is proposed to last 4 years with an option for a 2-year extension. This should cover the remainder of the construction project window.

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

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

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

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

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

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

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

WHEREAS, DISTRICT began operating new transit service in the Project corridor in 2023; and,

WHEREAS, SBCAG and DISTRICT mutually desire to continue operations of new transit service; and,

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

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

Barbara County recognized under California Government Code section 29532.

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

1. **DESIGNATED REPRESENTATIVES.**

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

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

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

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

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

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

4. **TERM.** The term of this agreement is August 18, 2024 to June 30, 2028, unless earlier terminated or extended.

Upon agreement of the Parties, the Executive Director of SBCAG and the DISTRICT's Designated Representative may through a written amendment extend the period of performance of this Agreement for up to an additional two years to June 30, 2030, in any increment determined appropriate by the Parties.

5. **REIMBURSEMENT TO DISTRICT.** In full consideration for DISTRICT's services, DISTRICT shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by

invoice, which shall include the contract number assigned by SBCAG and which is delivered to the address given in Section 2, NOTICES, above, following completion of the increments identified in Exhibit B. Unless otherwise specified in Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

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

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

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

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

10. **PROPERTY AND INFORMATION.** Each Party's property, documents, and information provided to the other Party for use in connection with the services shall remain the originating Party's property, and the other Party shall return any such items whenever requested by the originating Party and whenever required according to the Termination section of this Agreement. The receiving Party may use such items only in connection with providing the services. The receiving Party shall not disseminate any property, documents,

or information of the originating Party without the originating Party's prior written consent.

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

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

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

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

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

C. Solicitations for subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by DISTRICT for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified

by DISTRICT of DISTRICT's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

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

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

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

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

15. **TERMINATION.**

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

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

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

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

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

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

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

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

REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other remedy or remedies, and each and every such

remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

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

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

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

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

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

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

25. **AUTHORITY.** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, DISTRICT hereby warrants that it shall not have materially breached the terms or conditions of any other contract or agreement to which DISTRICT is obligated, which breach would have a material effect hereon.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective August __, 2024.

SANTA BARBARA METROPOLITAN
TRANSIT DISTRICT

SANTA BARBARA COUNTY
ASSOCIATION OF GOVERNMENTS

By: _____
Dave Davis
Chair

By: _____
Steve Lavagnino
Chair

Date: _____

Date: _____

ATTEST
Jerry Estrada
General Manager
Santa Barbara Metropolitan Transit
District
By: _____

ATTEST
Marjie Kirn
SBCAG Executive Director
Clerk of the Board
By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

By: _____
Trevor Large
Attorney
Santa Barbara Metropolitan Transit District

By: _____
Deputy County Counsel

EXHIBIT A Scope of Work

The parties agree this scope of work is to continue new bus service to the U.S. Highway 101 corridor between Carpinteria and Santa Barbara ("service" or "Line 19x"), according to the roles and responsibilities described below.

1. DISTRICT'S Discretion Over Services

A. Project Description

The service will consist of peak period and midday bus transit service between Carpinteria and Santa Barbara. Currently this service consists of 'Line 19x' which serves Carpinteria, the Santa Barbara eastside community and Santa Barbara City College. The service will be open to the public, for all trip purposes, and will be fully accessible to persons with disabilities.

B. DISTRICT Responsibility

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

C. Fares

DISTRICT's Board of Directors shall determine and set fares and hold public hearings for fare changes, as required. DISTRICT will ensure federal compliance with regards to fares, including compliance with Title VI of the Civil Rights Act. SBCAG and DISTRICT may work together to plan promotions and other activities to encourage riders to use the service.

D. Routes

The schedule and route for the Line 19x service are attached as Appendix A. This service plan may be modified at any time according to Sections 1B and 6 of this Exhibit A.

E. Performance

DISTRICT shall collect all data required to evaluate service performance, and shall provide a written report with each invoice to SBCAG, including monthly ridership for the

route, revenue hours and miles, fare revenue collected, any missed trips or service failures, and on-time performance.

The performance goal for the service is at least 10 passengers per revenue hour. If ridership does not meet the performance standards, DISTRICT shall recommend strategies to increase ridership.

F. Vehicles

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

2. Line 20 On-Time Performance

DISTRICT will monitor the on-time performance (OTP) of DISTRICT's existing Line 20, which provides service between Carpinteria and Santa Barbara. If Line 20 overall OTP drops below 75% for two (2) consecutive quarters during the term of this Agreement, DISTRICT staff, in consultation with SBCAG staff, will assess enhancements to Line 20 service to improve overall Line 20 OTP to greater than 75%. In accordance with Exhibit B, DISTRICT will invoice SBCAG, and SBCAG shall reimburse DISTRICT, for the cost of the selected enhancement. Reimbursement for any costs involving Line 20 shall be subject to the Not-To-Exceed amount of this Agreement. In the event that the conditions referenced above are met, additional funding may be sought in writing to Caltrans by DISTRICT General Manager and SBCAG Executive Director.

3. Other Services in the Corridor

SBCAG and DISTRICT may mutually agree in writing to expand services or use available funding to augment existing routes that serve the corridor. Reimbursement for these costs shall be subject to the Not-to-Exceed amount of this Agreement.

4. Adjustments To Services

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

5. DISTRICT'S Right Not to Perform a Service Where Subsidy Is Not Provided

If DISTRICT determines to perform the services, SBCAG shall make the subsidy described herein available to DISTRICT according to the provisions of this Agreement. DISTRICT is not required to perform any service for which a subsidy is not provided

as is specified under the terms, conditions, and limitations provided herein.

6. Funding Not Guaranteed

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

7. Service To Be Provided

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

Carpinteria to Santa Barbara City College

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

Santa Barbara City College to Carpinteria

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

Northbound Stops

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

Southbound Stops

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

Initial Schedule

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

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

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

EXHIBIT B
PAYMENT ARRANGEMENTS
Periodic Compensation

1. For DISTRICT services to be rendered under this Agreement, DISTRICT shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$800,000** for the term August 18, 2024 to June 30, 2028, unless otherwise agreed.
2. If the Parties agree to extend the period of performance, then for DISTRICT services to be rendered under this Agreement, DISTRICT shall be paid a total contract amount, including cost reimbursements, up to but not to exceed **\$450,000** for the term July 1, 2028 to June 30, 2030.
3. Monthly, DISTRICT shall submit to the SBCAG Designated Representative an invoice for the service performed over the period specified within the scope of work. SBCAG shall pay invoices for such work within 30 days of receipt of correct and complete invoices from DISTRICT.
4. DISTRICT shall deduct fares collected from the billable hours as defined in Section 5, Hourly Operating Rate below and invoice SBCAG for the resulting net cost of the service provided on a calendar monthly basis. SBCAG shall reimburse DISTRICT for the net cost of the service.
5. **Hourly Operating Rate.** DISTRICT shall be reimbursed by SBCAG for the operation of the service at the annual DISTRICT system fully allocated rate per revenue vehicle hour. The rate will be recalculated for each fiscal year that this Agreement is in effect, based on the original adopted budget of DISTRICT for the respective fiscal year. This rate is inclusive of all costs associated with operating the service, including, but not limited to, maintenance, fuel, vehicle insurance, operator/driver compensation, fare collection and pass distribution and sales, benefits, and insurance (including workers' compensation insurance).
6. In the event that the conditions referenced in Exhibit A, Section 2 occur, additional funding may be sought in writing to Caltrans, upon agreement, by DISTRICT General Manager and SBCAG Executive Director.
7. SBCAG's failure to discover or object to any unsatisfactory billings prior to payment will not constitute a waiver of SBCAG's right to require DISTRICT to correct such billings or seek any other legal remedy within 90 days of payment.

EXHIBIT C
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

1. Indemnification

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

2. NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

3. Insurance

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

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

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

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

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

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

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

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

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

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

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

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

g) In the event that any policy of insurance required under this Agreement does not

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

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

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



BOARD OF DIRECTORS REPORT

MEETING DATE: JULY 16, 2024 **AGENDA ITEM #: 9**

TYPE: ACTION ITEM

PREPARED BY: GRANTS & COMPLIANCE MANAGER STEVE MAAS

REVIEWED BY: GENERAL MANAGER, JERRY ESTRADA

SUBJECT: TRANSIT MUTUAL ASSISTANCE COMPACT

RECOMMENDATION:

Staff recommends that the Board of Directors approve MTD membership in the California Transit Mutual Assistance Compact (TransMAC), and authorize General Manager Estrada to sign the TransMAC Agreement.

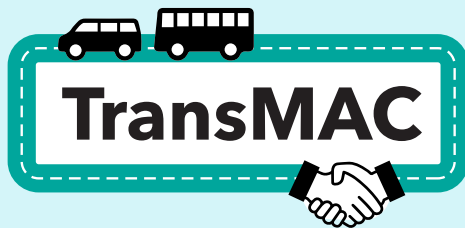
DISCUSSION:

TransMAC is a formal process whereby member agencies may receive and provide mutual assistance to each other in the form of personnel, services, and equipment as deemed necessary or advisable in an emergency. No member is obligated to provide such assistance, if doing so would unreasonably deplete their own personnel, services, or equipment.

Current TransMAC membership includes 24 agencies from the following counties: Ventura, Kern, Los Angeles, San Bernardino, Orange, Riverside, San Diego, and Santa Barbara. The Board of Directors of the Santa Barbara County Association of Governments (SBCAG) approved SBCAG membership at their meeting of April 18, 2024.

ATTACHMENT

- Transit Mutual Assistance Compact (TransMAC) Agreement
- TransMAC Regional Map



KERN COUNTY

24 Golden Empire Transit

VENTURA COUNTY

21 Valley Express

19 Gold Coast Transit

Ventura County Transportation Commission

22

20 Thousand Oaks Transit

LOS ANGELES COUNTY

2 Antelope Valley Transit Authority

City of Santa Monica

City of Culver City

City of Gardena

Palos Verdes Peninsula Transit Authority

METRO

LADOT

5

12

City of Commerce

City of Norwalk

8

13

City of Pasadena

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City of Montebello

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City of Norwalk

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Orange County Transportation Authority (OCTA)

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City of Pasadena

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STATE OF CALIFORNIA
**TRANSIT MUTUAL
ASSISTANCE COMPACT
(TransMAC)**

MAY 2013

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**STATE OF CALIFORNIA
TRANSIT MUTUAL ASSISTANCE COMPACT (TransMAC)**

PREAMBLE

This Transit Mutual Assistance Compact (TransMAC) and its Members have established a formal process whereby they may receive and provide Mutual Assistance to each other in the form of personnel, services, and equipment as deemed to be necessary or advisable in an emergency. The Mutual Assistance Agreement contained herein, sets forth the terms and conditions under which the undersigned Members agree to provide or receive Mutual Assistance. However, if a Requesting Member and one or more Providing Members are parties to another mutual assistance agreement at the time the Mutual Assistance is requested, such other mutual agreement shall govern the Mutual Assistance among those Members insofar as the previous agreements are not inconsistent with this Agreement.

In consideration of the foregoing, the TransMAC Member hereby agrees as follows:

- A. When providing Mutual Assistance to, or receiving Mutual Assistance from, another Member, the Member will adhere to these written principles to govern Mutual Assistance arrangements that are in effect as of the date of a specific request for Mutual Assistance, unless otherwise agreed to in writing by each Member.
- B. With respect to each Period of Assistance, Requesting Members agree that they will provide appropriate reimbursement to the Providing Member regarding all costs and expenses incurred by the Providing Member in furnishing Mutual Assistance as identified under the articles of this Agreement, unless otherwise agreed to in writing by each Member. Entities must maintain auditable records in a manner consistent with generally accepted practices and in a manner consistent with the Member's adopted practices and methods of record keeping and retention.
- C. During each Period of Assistance, the conduct of the Requesting Member and the Providing Member shall be subject to the liability and indemnification provisions set forth herein.
- D. A Member may withdraw from this Agreement at any time. In such an event, the Member should provide written notice to the Chairperson of the TransMAC Steering Committee.
- E. The TransMAC Steering Committee Chairperson shall maintain a current list of Members, which shall be distributed to all Members no less than twice annually; however, a Member may at any time request a copy of the signed Agreement of another Member prior to providing or receiving Mutual Assistance.

**ARTICLE I.
PURPOSE**

Recognizing that emergencies and other events may overwhelm the resources and capabilities of transit agencies, and that transit agencies may require assistance in the form of personnel, services, and equipment to continue to deliver critical services, the TransMAC Members hereby establish an intrastate program for Mutual Assistance. Through the TransMAC, Members

coordinate response activities and share resources when deemed to be necessary or advisable in an emergency. This Agreement sets forth the policies and standards for the administration of the TransMAC.

This Agreement shall be in accordance with the California Emergency Services Act, the California Disaster and Civil Defense Master Mutual Aid Agreement, the State Emergency Plan, and other existing state and local emergency operations plans, and shall be by and among Member transportation providers in the State of California.

ARTICLE II. DEFINITIONS

- A. **Associate Member** – Any non-transit providers, approved by the TransMAC Steering Committee, which play a supporting role for the TransMAC program. For example, the U.S. Department of Transportation (U.S. DOT), Federal Transit Administration (FTA), California Department of Transportation (CalTrans), California Emergency Management Agency (CalEMA), local emergency management organizations, and/or others who are not signatories to the TransMAC, but manifest the intent to offer support or coordination.
- B. **Authorized Official** – An employee or officer of a Member who is empowered and legally authorized to: (1) request assistance; (2) offer assistance; (3) refuse to offer assistance; (4) cancel a request or release assistance; or (5) withdraw assistance under this Agreement.
- C. **Emergency** – A natural or human caused event or circumstance causing, or imminently threatening to cause, impact to the operations of a Member, loss of life, injury to person or property, human suffering or financial loss, and includes, but is not limited to, fire, flood, severe weather, earthquake, civil disturbance, riot, explosion, drought, volcanic activity, spills or releases of oil or hazardous material, utility interruption, transportation emergencies, disease, blight, infestation, intentional acts, sabotage, declaration of war, or other conditions which are, or are likely to exceed, the resources of a Member and requires Mutual Assistance.
- D. **Founding Members** – The original agencies that coordinated and drafted this Agreement, which include: Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, Foothill Transit, SunLine Transit, Omnitrans, Long Beach Transit, California Emergency Management Agency, and the Orange County Sheriff-Coroner Department - Emergency Management Division.
- E. **Incident Command System (ICS)** – A management system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- F. **Independent Contractor** – Independent entity that agrees to furnish certain number or quantity of goods, materials, equipment, personnel, and/or services, at a mutually agreed upon price and within a specified timeframe to Members.
- G. **Member** – Any public or private transit provider who participates in the transit mutual assistance program by executing the TransMAC Agreement.

- H. **Mutual Assistance** – Any assistance provided under this Agreement. Mutual assistance is to be provided to a Requesting Member with the expectation of cost reimbursement as negotiated with the Providing Member.
- I. **Mutual Assistance Agreement** – A written agreement between and among Members that provides a mechanism to quickly obtain Mutual Assistance in the form of personnel, services, and equipment. The primary objective is to facilitate rapid, short-term deployment of emergency support prior to, during, and/or after an emergency.
- J. **National Incident Management System (NIMS)** – A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- K. **Period of Assistance** – A specified period of time when a Providing Member assists a Requesting Member. The period shall commence when personnel and/or equipment expenses are initially incurred by the Providing Member in response to the official request of the Requesting Member and shall end upon agreement of the parties.
- L. **Providing Member** – A Member that responds to a Requesting Member by agreeing to provide personnel, services, equipment, etc. under the terms and conditions of this Agreement.
- M. **Requesting Member** – A Member who requests Mutual Assistance under this Agreement.
- N. **Sensitive Security Information** – Any document marked Sensitive Security Information (SSI), including but not limited to any map, report, notes, papers, plans, opinion, or e-mail, which relates to the system vulnerabilities of a Member or Associate Member, shall be handled consistent with proper protocols for Sensitive Security Information under 49 CFR Parts 15 and 1520.
- O. **Standardized Emergency Management System (SEMS)** – A standardized approach to command and jurisdictional management and response set forth by State of California Code of Regulations for multi-agency or multi-jurisdictional response to an emergency.

ARTICLE III. ADMINISTRATION

The administration of the TransMAC will be through the TransMAC Steering Committee and ad hoc project committees as designated by the Steering Committee.

The Steering Committee will be established by representatives from the Members to the TransMAC Agreement and will be originally comprised of the Founding Members that established this Agreement. Membership in the Steering Committee will be by nomination of the current Steering Committee membership from among the Members and Associate Members to this Agreement. The Steering Committee shall be comprised of no more than sixteen (16) Members and no more than eight (8) Associate Members. Steering Committee Members will have full voting rights. Associate Members will serve as advisors and will not have voting rights. A Chair and Vice-Chair will be elected by majority vote for a period of two (2) years and will act as administrators for the TransMAC during that time.

At a minimum, the Steering Committee will meet twice each year and issue a list of current Members and Associate Members. The Steering Committee will also address administrative issues such as database and document management, communications, funding, organization, and annual membership events.

In the event membership to this Agreement grows beyond the original region, comprised of the Counties of Los Angeles, Orange, San Bernardino, and Riverside, to include Members throughout the State of California, then the Steering Committee will explore options for establishing Regional Steering Committees and a State Steering Committee.

ARTICLE IV. PROCEDURES

An *Operational Guide*, detailing the processes for implementing this Agreement will be developed and adopted by majority vote of the Steering Committee. The *Operational Guide* will be reviewed and updated at least annually to reflect new material, processes, and to remove obsolete materials and processes. The document and revisions and updates will be reviewed and approved by the Steering Committee prior to publication and dissemination to the Members.

- A. In coordination with local and state emergency management organizations, the TransMAC Steering Committee shall develop operational and planning processes for the implementation of the TransMAC that shall be consistent with the California Emergency Services Act, SEMS, the State Emergency Plan, and the NIMS, reviewed annually and updated as needed by the Steering Committee.
- B. Requests for Mutual Assistance under this Agreement shall be directed to appropriate Authorized Official(s) from the list of Members.
- C. Any private sector Member to this Agreement shall be requested and tasked by a public sector Member before furnishing Mutual Assistance. Private sector Members may not be eligible to receive Mutual Assistance from public sector Members.
- D. Consistent with SEMS, when more than one County is impacted by a disaster, requests for mutual assistance under this Agreement may be channeled through the Regional Emergency Operations Centers and/or the State Operations Center to ensure maximum effectiveness in allocating resources to the highest priority needs.

ARTICLE V. MEMBER RESPONSIBILITIES

- A. Consistent with the NIMS, SEMS, and this Agreement, each Member shall develop a plan providing for the effective mobilization of its resources and personnel, both public and private, to cope with emergencies.
- B. Each Member agrees to furnish personnel, services, and/or equipment to each and every other Member to this Agreement to prevent and/or respond to any type of emergency in accordance with duly adopted plans, whether heretofore or hereafter adopted, detailing the method and manner by which such personnel, services, and equipment are to be made available and furnished; provided, however, that no Member shall be required to unreasonably deplete its own personnel, services, and/or equipment in furnishing such Mutual Assistance.

- C. It is expressly understood that any Mutual Assistance extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the California Emergency Services Act and other applicable provisions of law.
- D. Members shall identify an Authorized Official and alternates; provide contact information including 24-hour access; and maintain resource information made available by the Member for Mutual Assistance purposes, as allowed by the Member's policies. Such information shall be updated annually or as changes occur (whichever is sooner) and shall be provided to the TransMAC Steering Committee.
- E. Personnel of the Providing Member shall at all times during the Period of Assistance continue to be personnel of the Providing Member and shall not be deemed personnel of the Requesting Member for any purpose. Wages, hours, and other terms and conditions of employment of the Providing Member shall remain applicable to its personnel during the Period of Assistance.
- F. The Providing Member shall make available a sufficient number of Supervisors during its provision of Mutual Assistance consistent with the Providing Member's policies for personnel. All instructions for work to be done by Providing Member's personnel shall be given by Requesting Member to Providing Member supervisor(s); or when Providing Member personnel are to work in separate areas, to such of Providing Member's supervisors as may be designated for the purpose by Providing Member's policies/management.
- G. Unless otherwise agreed, the Requesting Member shall be responsible for supplying and/or coordinating support functions such as travel, lodging, meals, materials, etc. from the time Mutual Assistance arrives to the time of release when it is reasonably able to do so. The Providing Member shall normally be responsible for arranging travel, lodging and meals en route to the Requesting Member and for the return trip home.
- H. The Providing Member's safety and security rules, procedures, policies, guidelines, regulations, and laws shall apply to all work done by its personnel unless as mutually agreed otherwise. Any conflict, disagreement, questions and/or concerns arising about any safety and security rules and/or procedures should be brought to the Authorized Officials for prompt resolution between the Requesting Member and Providing Member.
- I. All time sheets and work records pertaining to the Providing Member's personnel furnishing Mutual Assistance shall be kept by the Providing Member.

ARTICLE VI.
REQUESTS FOR ASSISTANCE

In general, Mutual Assistance will be in the form of resources, such as personnel, services equipment, and/or supplies. Mutual Assistance shall be given only when Providing Member, in its sole and absolute discretion, determines that its own needs can be met while rendering Mutual Assistance. The execution of this Agreement shall not create any duty to furnish Mutual Assistance on the part of any Member hereto.

- A. **Member Request** – In the event of an emergency, a Member's Authorized Official may request Mutual Assistance from another Member. Requests for Mutual Assistance may be made orally or in writing. When made orally, the request for Mutual Assistance shall

also be prepared in writing and submitted to the Member as soon as possible, but in no event longer than forty-eight (48) hours after the oral request was made. Requests for Mutual Assistance shall be directed to the Authorized Official of the other Member.

- B. **Response to a Request for Assistance** – After a Member receives a request for Mutual Assistance, the Authorized Official evaluates whether or not to respond, whether resources are available to respond, and/or if other circumstances will hinder response. Following the evaluation, the Authorized Official shall inform, as soon as possible, the Requesting Member of its decision.
- C. **Discretion of Providing Member's Authorized Official** – Execution of this Agreement does not create any duty to furnish Mutual Assistance. When a Member receives a request for Mutual Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to furnish Mutual Assistance, or the availability of resources to be furnished in such response. A potential Providing Member shall not be held liable for refusing to provide Mutual Assistance. An Authorized Official's decisions on the availability of resources and the furnishing of Mutual Assistance shall be final.
- D. **Specifying Type and Quantity of Mutual Assistance Resources** – The Requesting Member shall indicate to the Providing Member the number and specific types of resources desired, but the extent to which the Providing Member makes available such resources shall be at the Providing Member's sole discretion. Every effort will be made, to the extent reasonably possible, to accommodate the Providing Member's personnel with assigned work in their job classification.
- E. **Period of Assistance** – The Period of Assistance shall commence when personnel, services and/or equipment expenses are initially incurred by the Providing Member in response to the official request of the Requesting Member. This may include any request for the Providing Member to prepare its personnel, services, and/or equipment for transport and/or to prepare them for the Mutual Assistance assignment, and/or while awaiting further instructions before departing. The Period of Assistance shall terminate when such personnel and/or equipment have returned to the Providing Member, and may include any mandated U.S. Department of Transportation rest time resulting from the Mutual Assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g., cleaning, repair of vehicles, restocking parts).

The Requesting Member and Providing Member should reach a mutual understanding and agreement in advance as to the anticipated length, in general, of the Period of Assistance. For extended Periods of Assistance, there should be agreement on the process for replacing or providing extra rest for the Providing Member's personnel. It is understood and agreed that if, in the Providing Member's judgment, such action becomes necessary; the decision to terminate the assistance and recall personnel and equipment lies solely with the Providing Member. The Requesting Member will take the necessary action to return such personnel and equipment promptly (See Right to Withdraw Resources).

ARTICLE VII. COST REIMBURSEMENT

Except as herein otherwise provided, the Requesting Member shall reimburse the Providing Member for each of the following categories of costs and expenses incurred by the Providing

Member as a result of furnishing Mutual Assistance during the specified Period of Assistance, as set forth below, or by written mutual agreement reached at the time the request for assistance is agreed to by the Providing Member. Members will use their respective documented financial, accounting, and procurement policies in managing costs and coordinating reimbursement and payment.

- A. **Personnel** – Providing Member's fully burdened personnel costs (i.e., equal to the personnel's applicable salary or hourly wage plus fringe benefits and overhead, and consistent with Providing Member's collective bargaining agreements or other prescribed conditions). All personnel costs incurred for work performed during the specified Period of Assistance will be included. The Requesting Member shall be responsible for all direct and indirect labor costs.
- B. **Equipment** – Use of equipment, including construction equipment, revenue and/or non-revenue vehicles, or any other equipment, shall be at Providing Member's current equipment rates and subject to the following conditions:
1. The Requesting Member shall reimburse the Providing Member for the use of equipment during the specified Period of Assistance, including, but not limited to, any rental rates, fuel, lubrication, maintenance, transportation, and loading/unloading of equipment furnished for Mutual Assistance. Alternatively, Requesting Member may, at its own expense, provide fuel, lubrication and maintenance for furnished equipment until such time as the equipment is returned to the Providing Member.
 2. Providing Member's costs related to the transportation, handling and loading/unloading of equipment shall be chargeable to the Requesting Member.
 3. In the event equipment is damaged while being dispatched to the Requesting Member, or while in the custody and use of the Requesting Member, the Requesting Member shall reimburse the Providing Member for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired, then the Requesting Member shall reimburse the Providing Member for the cost of replacing said equipment with equipment that is of at least equal capability as determined by the Providing Member. If the Providing Member must lease equipment while the equipment furnished to the Requesting Member is being repaired or replaced; then the Requesting Member shall reimburse the Providing Member for such lease costs.
- C. **Materials and Supplies** – Requesting Member shall reimburse the Providing Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. Other supplies and reusable items that are returned to the Providing Member in a clean, damage-free condition shall not be charged to the Requesting Member and no rental fee will be charged; otherwise, they shall be treated as expendable supplies. Supplies that are returned to the Providing Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. **Payment Period** – Providing Member shall provide an itemized invoice to the Requesting Member for all expenses incurred by the Providing Member while furnishing Mutual Assistance. The Providing Member shall send the itemized invoice not later than ninety (90) days following the end of the Period of Assistance. The Providing Member may request additional periods of time within which to submit the itemized invoice, and Requesting Member shall not unreasonably withhold consent to such requests. The

Requesting Member agrees to reimburse the Providing Member within sixty (60) days from receipt of an invoice for Mutual Assistance furnished under this Agreement. The Requesting Member may request additional periods of time within which to pay the itemized invoice, and Providing Member shall not unreasonably withhold consent to such requests, provided, however, that all payments shall occur no later than one (1) year after the date a final itemized invoice was submitted to the Requesting Member.

E. **Records** – Each Providing Member and Requesting Member and their duly authorized representatives shall have access to books, documents, notes, reports, papers and records, which are directly pertinent to this Agreement and the Period of Assistance for the purposes of reviewing the accuracy of an invoice or making a financial, maintenance or regulatory audit. Such records shall be maintained in a manner consistent with the Member's records retention policy for at least three (3) years after the close of the Period of Assistance or longer where required by law and as needed for federal reimbursement practices.

1. The Providing Member shall furnish documentation of expenses to the Requesting Member when it submits its invoice. Such documented costs and expenses shall include, but not be limited to the following:
 - a. Employees' wages and salaries for time during the Period of Assistance spent in Requesting Member's service, and time during travel to and from such service area, plus the Providing Member's standard payable additives to cover all personnel benefits and allowances for vacation, sick leave and holiday pay, social and retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation.
 - b. Personnel travel and support functions such as lodging, meals, materials, etc.
 - c. Replacement costs of expendable materials and supplies furnished.
 - d. Repair or replacement costs of equipment damaged or lost.
 - e. Charges for the use of vehicles and other equipment furnished.
 - f. Administrative and general costs, which are properly allocated to Mutual Assistance, to the extent such costs are not chargeable pursuant to the foregoing subsections.

ARTICLE VIII. **RESPONSE COORDINATION**

When providing assistance under this Agreement, the Requesting Member and Providing Member shall be organized by and shall function under the NIMS and SEMS protocols and procedures.

A. **Resources** – Providing Member retains the right to identify the resources that are available for Mutual Assistance.

- B. **Control** – While personnel furnished through Mutual Assistance shall remain under the employment and supervision of the Providing Member, the Providing Member's personnel come under the direction and control of the Requesting Member when providing Mutual Assistance, consistent with the NIMS and the ICS to address the needs of the Requesting Member and/or as deemed appropriate by the Incident Commander. The Requesting Member's Authorized Official shall coordinate Mutual Assistance activities with the designated supervisor(s) of the Providing Member(s). The Providing Member's designated supervisor(s) must keep accurate records, consistent with Federal Emergency Management Agency (FEMA) standards, of work performed by personnel during the specified Period of Assistance.
- C. **Lodging and Meals** – As set forth in Article V Section I of this Agreement or unless otherwise agreed to in writing by the Requesting and Providing Members, the Requesting Member remains responsible for reimbursing the Providing Member for all reasonable and necessary costs associated with providing lodging and meals, if such resources are not provided.
- D. **Communications** – The Requesting Member shall provide the Providing Member's personnel with communications equipment such as radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communications with local responders and/or the Requesting Member's command and control structure.
- E. **Status** – Unless otherwise provided by law, the Providing Member's officers and personnel retain the same privileges, immunities, rights, duties and benefits as provided in their respective home jurisdictions.
- F. **Licenses and Permits** – To the extent permitted by law, Providing Member personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials while providing Mutual Assistance during the specified Period of Assistance.
- G. **Right to Withdraw Resources** – The Providing Member's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason in the Providing Member's sole and absolute discretion. Notice of intention to withdraw resources must be communicated by the Providing Member to the Requesting Member's Authorized Official as soon as possible under the circumstances. Actual release of the Providing Member's furnished resources shall be made as soon as it is safe and practicable as determined by the Requesting Member's Authorized Official. All resources shall be returned to the Providing Member as soon as is practicable and reasonable under the circumstances.
- H. **Right to Cancel a Request for Mutual Assistance or Release Resources** – The Requesting Member's Authorized Official retains the right to cancel a request for Mutual Assistance at any time for any reason prior to the deployment of Mutual Assistance resources by a Providing Member. The Requesting Member also retains the right to release the Providing Member's furnished resources at any time, including when they are en route, for any reason so long as it is safe and practicable to do so. In accordance with Article VII of this Agreement, all policies related to cost reimbursement still apply to the Period of Assistance even if that Period of Assistance is terminated early. Notice of

intention to release resources must be communicated by the Requesting Member to the Providing Member's Authorized Official as soon as possible under the circumstances.

ARTICLE IX.
ARBITRATION

If any controversy or claim arises out of, or relates to, this Agreement, including, but not limited to an alleged breach of the Agreement, the disputing Members shall first attempt to resolve the dispute by negotiation, followed by mediation or arbitration in accordance with the Rules of the American Arbitration Association. Each Member reserves the right at any time after mediation or arbitration to pursue its rights and remedies in a court of law.

ARTICLE X.
REQUESTING MEMBER'S DUTY TO INDEMNIFY

The Requesting Member shall indemnify, hold harmless, and defend the Providing Member from and against any and all liability for loss, damage, cost, or expense which the Providing Member may incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing Mutual Assistance and whether or not due in whole or in part to any act, omission, or negligence of the Providing Member, except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Providing Member, its employees, officers, contractors, or agents. Where payments are made by the Providing Member under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing or Mutual Assistance, the Requesting Member shall reimburse the Providing Member for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Providing Member, its employees, officers, contractors, or agents.

In the event any claim or demand is made, or suit or action is filed against the Providing Member alleging liability for which the Requesting Member shall indemnify and hold harmless the Providing Member under the above paragraph, the Providing Member shall promptly notify the Requesting Member thereof; and the Requesting Member, at its sole cost and expense, shall settle, compromise, or defend the same in such manner as it deems necessary or prudent. The Requesting Member shall consult the Providing Member on all such litigation and will not compromise any issue or claim without the concurrence of the Providing Member, which will not be unreasonably withheld. The Providing Member shall cooperate with the Requesting Member's reasonable efforts to investigate, defend, and settle the claim or lawsuit.

ARTICLE XI.
SIGNATORY INDEMNIFICATION

In the event of a liability, claim, demand, action or proceeding, of whatever kind or nature arising out of the rendering of Mutual Assistance through this Agreement, the parties involved in rendering or receiving Mutual Assistance agree to indemnify and hold harmless all Members whose only involvement is the execution and approval of this Agreement, in the transaction or occurrence which is the subject of such claim, action, demand or other proceeding. Such indemnification shall include indemnity for all claims, demands, liability, damages and costs, including reasonable attorneys' fees and other costs of defense, for injury, property damage and workers' compensation.

ARTICLE XII.
WORKERS' COMPENSATION CLAIMS

The Providing Member and Requesting Member are responsible for providing workers' compensation benefits and administering workers' compensation for their respective personnel.

ARTICLE XIII.
NOTICE

Each Member hereto shall give to the others prompt and timely written notice, within fifteen (15) business days of any claim made or any suit instituted coming to its knowledge, which in any way, directly or indirectly, contingently or otherwise, affects or might affect them, and each Member shall have the right to participate in the defense of the same, as it considers necessary to protect its own interests.

ARTICLE XIV.
INSURANCE

Members shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the TransMAC. Proof of General Liability and Workers' Compensation coverage must be provided to any Requesting or Providing Member or the Steering Committee upon request.

ARTICLE XV.
SENSITIVE SECURITY INFORMATION

To the extent allowed by law, any Member or Associate Member shall maintain in the strictest confidence and shall take all reasonable steps necessary to prevent the disclosure of any confidential or Sensitive Security Information provided to it by another Member pursuant to this Agreement. If any Member, Associate Member, or third party requests or demands, by subpoena or otherwise, that a Member or Associate Member disclose any confidential or Sensitive Security Information provided to it under this Agreement, the Member or Associate Member shall immediately notify the owner of the confidential or Sensitive Security Information and shall take all reasonable steps necessary to prevent the disclosure of any confidential or Sensitive Security Information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial or administrative proceeding relating thereto.

ARTICLE XVI.
EFFECTIVE DATE

This Agreement shall take effect for a new Member immediately upon its execution by said Member.

ARTICLE XVII.
WITHDRAWAL

Any Member may terminate its participation in this Agreement by written notice to the Chair of the TransMAC Steering Committee. Withdrawal takes effect sixty (60) days after the appropriate officials receive notice. Withdrawal from this Agreement shall in no way affect a Requesting

Member's duty to reimburse a Providing Member for costs incurred during a Period of Assistance, which duty shall survive such withdrawal.

**ARTICLE XVIII.
MODIFICATION**

No provision of this Agreement may be modified, altered or rescinded by individual Members to the Agreement. Modifications to this Agreement require a simple majority vote of Members. The TransMAC Steering Committee will notify all parties of modifications to this Agreement in writing and those modifications shall be effective upon sixty (60) days written notice to the Members.

**ARTICLE XIX.
SEVERABILITY**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

**ARTICLE XX.
PRIOR AGREEMENTS**

To the extent that prior mutual assistance agreements among Members are inconsistent with this Agreement, such agreements are hereby superseded.

**ARTICLE XXI.
PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no other person or entity has rights under this Agreement as a third party beneficiary. Assignment of benefits or delegation of duties created by this Agreement to third parties that are not Members is prohibited and without effect.

**ARTICLE XXII.
TORT CLAIMS**

This Agreement in no way abrogates or waives any immunity or defense available under Federal laws and/or the laws of the State of California.

**ARTICLE XXIII.
INTRASTATE AND INTERSTATE MUTUAL ASSISTANCE PROGRAMS**

To the extent practicable, Members retain the right to participate in mutual assistance activities conducted under the State of California Civil Defense and Master Mutual Aid Agreement, the TransMAC, and the interstate Emergency Management Assistance Compact (EMAC) and similar programs.

**STATE OF CALIFORNIA
TRANSIT MUTUAL ASSISTANCE COMPACT (TransMAC)
EXECUTION OF THE AGREEMENT**

Name of Organization

Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Note: Upon obtaining proper signatures, this form must be returned to the TransMAC Chairperson at the regular business address of the Chairperson's agency.



BOARD OF DIRECTORS REPORT

MEETING DATE: JULY 16, 2024 **AGENDA ITEM #:** 10
TYPE: ACTION ITEM
PREPARED BY: CHIEF SAFETY OFFICER, MARY GREGG
REVIEWED BY: GENERAL MANAGER, JERRY ESTRADA
SUBJECT: APPROVAL OF UPDATED AGENCY SAFETY PLAN

RECOMMENDATION:

Staff recommends the Board approve MTD's Agency Safety Plan Version 5.0

DISCUSSION:

MTD's Safety Committee has completed the Annual Review of the ASP and made updates to the Safety Performance Targets (SPTs) to reflect the most current three-year average of MTD's reportable data to the National Transit Database (NTD), from 2021 - 2023. SPTs are specific numerical targets set based on safety performance measures under the National Public Transportation Safety Plan and are outlined in Section 6 Safety Performance Targets, of MTD's ASP.

Updates were also made to Section 2 Commonly Used Acronyms to add additional terms, and to Section 3 Public Transportation Agency Safety Plan Overview to update important dates in the recent timeline of PTASP regulations.

BACKGROUND:

MTD is required to have an Agency Safety Plan (ASP) under the Public Transportation Agency Safety Plan (PTASP) Final Rule, 49 Code of Federal Regulations Part 673, as a recipient of federal funds under Federal Transit Administration (FTA) Section 5307 Urbanized Area Formula Grants.

MTD has rigorous safety programs previously established, and in continuous development, that meet local, state and Federal compliance regulations which are included in the ASP and address Safety Management Systems (SMS). SMS is intended to reduce safety events through making safety everyone's responsibility, a primary component of PTASP regulations.

New requirements relating to PTASP were laid out in the Bipartisan Infrastructure Law (BIL) (amendments to 49 U.S.C. § 5329(d) that became effective December 31, 2022. Most of the new requirements apply based on the size of the urbanized area, or UZA, that the transit agency serves, those being one of two categories: small or large. With the results of the 2020 Census,

BOARD OF DIRECTORS REPORT

recently published in 2023, MTD moved from serving a small UZA to a large UZA, defined as a population area of 200,000 or more. FTA formally recognized MTD as a large UZA effective October 1, 2023 with the start of the new Federal fiscal year

FTA proposed revisions to the National Public Transportation Safety Plan, as well as an update to the PTASP Final Rule, to address the new safety requirements authorized under the Bipartisan Infrastructure Law. FTA published an updated version of the National Public Transportation Safety Plan on April 9, 2024. The final rule updating the PTASP regulation at 49 CFR part 673 became effective May 13, 2024 and MTD will be required to address changes that are responsive to the BIL and PTASP regulations, and update the ASP during our next Annual Review Process to present to the Board of Directors for approval in 2025.

What does the future look like for MTD's ASP under the BIL as a large UZA? The legislation's safety provisions include:

- Increased engagement by frontline workers in safety planning by convening a PTASP specific safety committee through a joint labor management process consisting of an equal number of frontline employee representatives and management representatives.
- Allocation of at least 0.75 percent of annual 5307 funds to support safety related projects, in what is being called a "safety set-aside".
- Establishment of a risk reduction program to include mitigation of assaults on transit workers, such as installing barriers, like those that MTD has already in place, to restrict the unwanted entry of individuals and objects into the workstations of bus operators
- Inclusion in safety training programs of de-escalation training for all covered employees, including operations, maintenance, and personnel directly responsible for safety.

ATTACHMENT:

MTD Public Transportation Agency Safety Plan Version 5.0

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN



The mission of Santa Barbara Metropolitan Transit District is to enhance the mobility of South Coast residents, commuters, and visitors by offering safe, appealing, equitable, environmentally responsible, and fiscally sound transit service.

Public Transportation Agency Safety Plan

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1. Definition of Terms Used in the Agency Safety Plan

Santa Barbara Metropolitan Transit District incorporates all of the Federal Transit Administration's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

- **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons.
- **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and the Transit Asset Management Plan, in accordance with 49 U.S.C. § 5326, of said public transportation agency.
- **Agency or transit agency** means Santa Barbara Metropolitan Transit District, located at 550 Olive Street, Santa Barbara, CA 93101, an operator of a public transportation system.
- **Agency Safety Plan** means the documented comprehensive Public Transportation Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Board of Directors** means governing body of Santa Barbara Metropolitan Transit District.
- **Chief Safety Officer** means the adequately trained individual who has responsibility for safety and reports directly to the transit agency's Accountable Executive.
- **Event** means any Accident, Incident, or Occurrence.
- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Incident** means an Event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of the transit agency.
- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.
- **Part 673** means 49 CFR Part 673.
- **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- **Public Transportation Agency Safety Plan** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.

- **Safety Assurance** means processes within the transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- **Safety Management Policy** means the transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS is a continuous improvement process that includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety Performance Target** means a performance target related to safety management activities.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety Risk Assessment** means the formal activity whereby the transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- **Safety Risk Management** means a process within the transit agency's ASP for identifying hazards and analyzing, assessing, and mitigating safety risk.
- **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within seven days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than five percent of the body surface.
- **State of Good Repair** means the condition in which a capital asset is able to operate at a full level of performance.
- **Transit Agency** means an operator of a public transportation system.
- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

2. Commonly Used Acronyms

Acronym	Word or Phrase
ADA	Americans with Disabilities Act of 1990
AE	Accountable Executive
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
BIL	Bipartisan Infrastructure Law
BOD	Board of Directors
Caltrans	California Department of Transportation
CSO	Chief Safety Officer
CFR	Code of Federal Regulations

DOT	Department of Transportation
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MPO	Metropolitan Planning Organization
NSP	National Public Transportation Safety Plan
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
SBCAG	Santa Barbara County Association of Governments
SBMTD	Santa Barbara Metropolitan Transit District
SGR	State of Good Repair
SMP	Safety Management Policy
SMS	Safety Management System
SPT	Safety Performance Target
SRM	Safety Risk Management
U.S.C.	United States Code
UZA	Urbanized Area
VRM	Vehicle Revenue Miles
VTT	Verification of Transit Training

3. Public Transportation Agency Safety Plan Overview

Public Transportation Agency Safety Plan
<p>On July 19, 2018, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Rule. The rule applies to all operators of public transportation systems that are recipients and subrecipients of federal financial assistance under the Urbanized Area Formula Program (49 U.S.C. § 5307). The rule requires these transit operators to develop an Agency Safety Plan (ASP) that include the processes and procedures to implement Safety Management System (SMS). FTA has adopted the principles and methods of SMS as the basis for enhancing the safety of public transportation in the United States.</p> <ul style="list-style-type: none"> • The Rule 49 CFR Part 673 became effective on July 19, 2019. • FTA published a Dear Colleague letter on July 19, 2019, to alert the transit industry of the July 20, 2020 safety compliance deadline. • FTA published a Notice of Enforcement Discretion on April 22, 2020, effectively extending the compliance deadline to December 31, 2020 due to the COVID-19 pandemic. • FTA published a Dear Colleague letter on February 17, 2022, to inform the transit industry about Bipartisan Infrastructure Law (BIL) changes to PTASP requirements, those changes being mostly based on the size of the urbanized area, or UZA, that the transit agency serves. • FTA published an updated version of the National Public Transportation Safety Plan on

April 9, 2024, to address changes that are responsive to the BIL for all transit providers subject to the PTASP regulation.

- The final rule updating the PTASP regulation at 49 CFR part 673 became effective May 13, 2024.

SBMTD developed the contents of our Agency Safety Plan to meet all requirements specified in 49 CFR Part 673. SBMTD’s ASP addresses all applicable requirements and standards as set forth in FTA’s Public Transportation Safety Program and the National Public Transportation Safety Plan.

The Agency Safety Plan is based on the four principles or pillars of the Safety Management System (SMS). SMS is defined as the formal, top-down, organization-wide, data-driven approach to managing safety risk and assuring the effectiveness of safety mitigations. It includes systematic policies, procedures, and practices for the management of safety risk.

The four principles or pillars of SMS are: (1) Safety Management Policy; (2) Safety Risk Management; (3) Safety Assurance; and (4) Safety Promotion.

SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry’s existing safety foundation to control risk better, detect and correct safety concerns earlier, share and analyze safety data more effectively, and measure safety performance more efficiently. SBMTD’s SMS focuses on applying resources to risk and is based on ensuring that the agency has the organizational infrastructure to support decision-making at all levels regarding the assignment of resources. The SMS processes in the ASP are for SBMTD’s directly operated fixed route bus service.

Key components of SBMTD’s SMS include:

- Strong executive safety leadership;
- Defined roles and responsibilities;
- Formal safety accountabilities and communications;
- Effective policies and procedures; and
- Active employee involvement

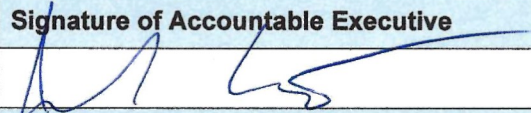
SBMTD monitors the contractor providing its ADA/Paratransit service to ensure they are following their SMS as referenced in Appendix A. Contractor’s Agency Safety Plan was developed in coordination with SBMTD and meets all requirements specified in 49 CFR Part 673.

4. Transit Agency Information

Transit Agency Name	Santa Barbara Metropolitan Transit District		
Transit Agency Address	550 Olive Street, Santa Barbara, CA 93101		
Name and Title of Accountable Executive	Jerry Estrada, General Manager		
Name of Chief Safety Officer	Mary Gregg, Chief Operating Officer / Assistant General Manager		
Mode(s) of Service Covered by This Plan	Fixed Route Bus	List All FTA Funding Types (e.g., 5307, 5337, 5339)	5307, 5339

Mode(s) of Service Provided by the Transit Agency	Directly Operated Fixed Route Bus; Contracted ADA/Paratransit Service			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Description of Arrangement(s)	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A			

5. Plan Development, Approval, and Updates

Name of Person Who Drafted This Plan	Mary Gregg, Chief Operating Officer / Assistant General Manager		
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature	
		07/09/2024	
Approval by the Board of Directors or an Equivalent Authority	Name of Entity That Approved This Plan	Date of Approval	
	SBMTD Board of Directors	07/16/2024	
	Relevant Documentation (Title and Location)		
A copy of SBMTD's Board of Directors Resolution # 2020-05, adopting the Agency Safety Plan, is maintained on file by SBMTD's Chief Safety Officer.			
Certification of Compliance	Name of Entity That Certified This Plan	Date of Certification	
	Santa Barbara Metropolitan Transit District	03/28/2024	
	Relevant Documentation (Title and Location)		
	Federal Fiscal Year 2024 Certifications and Assurances, on file at SBMTD's administrative office		
Agency Safety Plan Version Number and Updates			
Version Number	Section/Pages Affected	Reason for Change	Date
1.0	All Pages	New Document	11/03/2020
2.0	Pages 5 & 6	Staff title change, Annual Review timeline	09/07/2021
3.0	Pages 5, 6, 7 & 9	Staff title change, Safety Performance Targets	06/07/2022

4.0	Pages 6, 10, 15 & 18	Updated in cooperation with frontline employees per new requirements of the Bipartisan Infrastructure Law for agencies serving a small Urbanized Area	11/30/2022
5.0	Sections 2, 3, 5, 6 & 11	Annual Review Process / Safety Performance Targets, Acronyms BIL and UZA, Final Rule Timelines for BIL and National Public Transportation Safety Plan, and Supporting Documentation updates.	06/27/2024

Annual Review and Update of the Agency Safety Plan

This plan has been developed in cooperation with frontline employee representatives, and reviewed and updated by the Chief Safety Officer, and will continue to be done so no less than annually by July 20 in perpetuity. All Agency Safety Plan updates shall be signed by the Accountable Executive and approved by SBMTD’s Board of Directors.

SBMTD updates this ASP when information, processes or activities change within the agency and/or when Part 673 undergoes significant changes, or annually, whichever comes sooner. Data collected by SBMTD through its Safety Risk Management and Safety Assurance processes is shared with the State Department of Transportation, and the local Metropolitan Planning Organization.

6. Safety Performance Targets

Safety Performance Targets							
<p>Safety Performance Targets (SPTs) are specific numerical targets set by SBMTD based on safety performance measures under the <i>National Public Transportation Safety Plan</i> for: (1) Fatalities, (2) Injuries, (3) Safety Events, and (4) System Reliability (State of Good Repair). Rates for the safety performance targets are calculated by SBMTD per 100,000 vehicle revenue miles (VRM) based on a three-year average from 2021-2023 of SBMTD’s reportable data to the National Transit Database (NTD).</p>							
Mode of Transit Service	Fatalities (Total)	Fatalities (Rate)	Injuries (Total)	Injuries (Rate)	Safety Events (Total)	Safety Events (Rate)	System Reliability
Fixed Route Bus	0	0	2.6	0.12	1.66	0.07	9,000
ADA/Paratransit	0	0	2	0.08	4.0	0.17	50,000
Safety Performance Target Coordination							
<p>SBMTD’s Accountable Executive (AE) provides our Agency Safety Plan, including Safety Performance Targets, with the Metropolitan Planning Organization (MPO) in our service area, Santa Barbara County Association of Governments (SBCAG), each year after signature by the AE and its formal approval by MTD’s Board of Directors. SBMTD’s Chief Safety Officer also provides a copy of our formally approved plan to the State Department of Transportation, Caltrans Region 9. MTD personnel are available to coordinate with both agencies in the selection of each agency’s safety performance targets upon request.</p>							

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	California Department of Transportation, Division of Rail and Mass Transportation (Caltrans)	07/16/2024
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Santa Barbara County Association of Governments (SBCAG)	07/16/2024

7. Safety Management Policy

Safety Management Policy
The first component of SBMTD’s Safety Management System is Safety Management Policy, which is the foundation the agency’s SMS. It states the agency’s safety objectives and sets forth the policies, procedures, and organizational structures necessary to accomplish these safety objectives.
Safety Management Policy Statement
<p>Safety is Santa Barbara Metropolitan Transit District’s number one priority. We educate, encourage, and endorse a strong culture of safety at every level of the organization. We value the responsibility entrusted in us by the communities that we serve. SBMTD is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our customers, employees, and the public. The agency’s overall safety objective is to proactively manage safety hazards and their associated safety risk to achieve the highest level of safety performance, meeting and exceeding established standards for our industry.</p> <p>All levels of management, employees and contractors are accountable for the delivery of the highest level of safety performance. Our commitment is to:</p> <ul style="list-style-type: none"> • Communicate the purpose and benefits of the Safety Management System (SMS) to all employees, reaffirming that responsibility for making our operations safer for everyone lies with all employees; • Provide all employees with appropriate safety information and training, to ensure they are competent in safety matters, and assigned only tasks commensurate with their duties and skills; • Establish an effective Employee Safety Reporting Program (ESRP) that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team; • Support a culture of open reporting of all safety concerns, to ensure that no action will be taken against any employee who discloses a safety concern through the ESRP, unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures; • Identify hazardous and unsafe work conditions, thoroughly analyzing data from the ESRP, and then developing procedures to mitigate safety risk to an acceptable level;

- **Establish** and measure our safety performance against realistic and data-driven safety performance indicators and safety performance targets.
- **Continually** improve our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

Jerry Estrada

General Manager and Accountable Executive

Safety Management Policy Communication

The Safety Management Policy is communicated throughout the agency, to all employees, managers, and executives, as well as contractors, and to SBMTD's Board of Directors. This is accomplished through various processes, such as:

- New Hire Onboarding – Safety orientation for all new employees regardless of their classifications; training about their roles and responsibilities pertaining to PTASP and the principles of SMS.
- Workshops/training sessions – Conducted for executives, department managers, and supervisors; Verification of Transit Training for bus operators; toolbox safety meetings.
- Safety Communication Board – Newsletters and safety information posted in employee work locations throughout the agency; email blasts to staff, and/or safety committee meetings.

Authorities, Accountabilities, and Responsibilities

Accountable Executive

The General Manager serves as Santa Barbara Metropolitan Transit District's Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan:

- Controls and directs human and capital resources, to support asset management and capital investments needed to develop and maintain SBMTD's Agency Safety Plan and Safety Management System.
- Ensures safety concerns are considered and addressed in the agency's ongoing budget planning process.
- Designates an adequately trained Chief Safety Officer who is a direct report.
- Ensures that the agency's SMS is effectively implemented throughout the organization and safety policy is appropriately communicated throughout the agency.
- Ensures action is taken, as necessary, to address substandard performance in the agency's SMS.
- May delegate specific responsibilities, but responsibility for carrying out the ASP and SMS, and ultimate accountability for SBMTD's safety performance, rests with the AE.
- Maintains responsibility for carrying out the Transit Asset Management Plan.

<p>Chief Safety Officer or SMS Executive</p>	<p>The Accountable Executive designated the Chief Operating Officer / Assistant General Manager as SBMTD’s Chief Safety Officer. The Chief Safety Officer has the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> • Develops the ASP and SMS policies and procedures. • Authority and responsibility for day-to-day implementation and operation of the agency’s SMS. • Manages the Employee Safety Reporting Program. • Chairs the SBMTD Safety Committee and <ul style="list-style-type: none"> ○ Coordinates the activities of the committee; ○ Establishes and maintains the agency’s Safety Risk Register and Safety Event Log; and ○ Maintains and distributes minutes of committee meetings. • Briefs the Accountable Executive on SMS progress and status. • Identifies substandard performance in SBMTD’s SMS and develops action plans for approval by the AE. • Ensures policies are consistent with the agency’s safety objectives. • Provides Safety Risk Management expertise and support for other SBMTD personnel who conduct and oversee Safety Assurance activities.
<p>Agency Leadership and Executive Management</p>	<p>Agency Leadership and Executive Management also have authorities and responsibilities for day-to-day SMS implementation and operation of SBMTD’s SMS under this plan. These personnel include the Director of Finance and Administration, Operations Manager, Fleet and Facilities Manager, Planning and Marketing Manager, and Human Resources Manager. They have the following authorities, accountabilities, and responsibilities under this plan:</p> <ul style="list-style-type: none"> • Oversees day-to-day operations of the SMS and communicates safety accountability and responsibility in their departments. • Supports implementation of the SMS throughout the organization. • Ensures employees in their department are following safety rules and regulations in performing their jobs, and their specific roles and responsibilities in the implementation of this Agency Safety Plan and SMS. • Modifies policies in their departments consistent with implementation of the SMS, as necessary. • Completes training on SMS and the ASP elements. • Provides subject matter expertise to support implementation of the SMS as requested by the AE or the CSO, including SRM activities, investigation of safety events, development of safety risk mitigations, and monitoring of mitigation effectiveness. • Replaces aging facilities, equipment, and infrastructure. • Participates as members of SBMTD’s Safety Committee as assigned.

<p>Key Staff</p>	<p>Includes the Safety Committee and may include managers, supervisors, specialists, analysts, database administrators and other key employees who are performing highly technical work and overseeing employees performing critical tasks and providing support in the implementation of the ASP and SMS principles in various departments throughout the agency. These personnel include, but are not limited to, Superintendent of Maintenance, Assistant Superintendent of Maintenance, Fleet Maintenance Supervisor, Superintendent of Operations, Operations Safety and Training Administrator, Risk Administrator. Key Staff responsibilities include:</p> <ul style="list-style-type: none"> • Supports implementation of the SMS throughout the organization. • Promotes safety in employee’s respective area of responsibilities and compliance with agency rules and procedures and regulatory requirements. • Ensures employees are complying with the safety reporting program. • Ensures safety of passengers, employees and the public. • Develops and maintains programs to gather pertinent data elements to develop safety performance reports and conduct useful statistical analyses to identify trends and system performance targets. • Establishes clear lines of safety communication and hold accountability for safety performance • Maintains aging facilities, equipment, and infrastructure. • Assists as subject matter experts in safety risk assessment and safety risk mitigation processes.
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Employee Safety Reporting Program

The purpose of an Employee Safety Reporting Program (ESRP) is to establish a system for all employees who identify unsafe conditions or hazards in their day-to-day duties to report them to department and executive management in good faith without fear of reprisal.

The ESRP is intended to help the Accountable Executive, Chief Safety Officer, and other executive management get important safety information from across the transit agency.

SBMTD has implemented a process that allows and encourages its employees to report safety conditions through verbal reporting to supervisors and management, paper forms such as accident/incident reports, safety meetings and toolbox talks, and local union representation.

Some examples of voluntary information typically reported include:

- Safety concerns in the operating environment;
- Policies and procedures that may not be working as intended;
- Events that managers might not otherwise know about; and
- Information about why a safety event occurred.

SBMTD’s Chief Safety Officer or designee reviews reported safety conditions and documents safety conditions in the Safety Risk Register.

The CSO will review and address each employee report, ensuring that hazards and their consequences are appropriately identified and resolved through the agency’s Safety Risk Management (SRM) process and that reported deficiencies and non-compliance with rules or

procedures are managed through the agency's Safety Assurance process. Findings will be published following mitigation actions, and presented through meetings throughout the year such as those held for Operations Supervisors and VTT for Bus Operators, for example.

Employees may report safety concerns anonymously. If the reporting employee provided his or her name during the reporting process, the CSO or designee follows up directly with the employee when SBMTD determines what action, if necessary, is to be taken and after any mitigations are implemented.

All employees have the obligation to report immediately any unsafe conditions or hazards to their immediate supervisor/department manager and may do so without fear of reprisal. Further, SBMTD encourages participation in the ESRP by protecting employees that report safety conditions in good faith. However, if the report reveals any of the following, SBMTD may take disciplinary action for:

- Willful participation in or conduct of an illegal act;
- Gross negligence, deliberate or willful disregard of regulations or procedures, including reporting to work under the influence of controlled substances;
- Physical assault of a co-worker, passenger, vendor or any member of the public;
- Theft of agency property;
- Unreported safety events, unreported collisions, and unreported passenger injuries or fatalities;
- Or violation of agency Code of Conduct and employment policies.

8. Safety Risk Management

Safety Risk Management Process

The second component of SMS is Safety Risk Management, which includes the following activities: (1) Safety Hazard identification, (2) Safety Risk Assessment, and (3) Safety Risk Mitigation. SRM is the primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to SBMTD's leadership. SBMTD's SRM process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary. SBMTD's SRM process applies to all elements of our system including our operations and maintenance; facilities and vehicles; and personnel recruitment, training, and supervision. In carrying out the SRM process, SBMTD uses the following terms:

- **Event** – Any accident, incident, or occurrence.
- **Hazard** – Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to SBMTD; or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk Mitigation** – Method(s) to eliminate or reduce the effects of hazards.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to SBMTD property or the environment.

(1) Safety Hazard Identification

The safety hazard identification process offers SBMTD the ability to identify hazards and potential consequences in the operation and maintenance of our system. Hazards can be identified through a variety of sources, including but not limited to:

- Employee Safety Reporting Program (ESRP);
- Review of vehicle camera footage and/or property footage;
- Review of monthly performance data and safety performance targets;
- Observations from supervisors;
- Maintenance reports;
- Comments from customers, passengers, vendors, and third parties;
- Safety Committee, Drivers, Maintenance, and Staff Meetings;
- Results of audits and inspections of vehicles and facilities;
- Results of training assessments;
- Investigations into safety events, incidents, and occurrences; and
- Federal Transit Administration (FTA) and other oversight authorities.

When a safety hazard has been identified, whatever the source, it is reported to the Chief Safety Officer through the procedures established and identified throughout this Agency Safety Plan. The CSO enters the information into the Safety Event Log. The CSO will conduct further analyses of hazards to collect information and identify additional consequences, to inform which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the Chief Safety Officer may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assessing the possible hazardous condition, generating visual documentation, and taking any measurements deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (records, reports, procedures, inspections, technical documents, etc.);
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard;
- Review any past reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the Safety Risk Management process (with or without the full Safety Committee) for safety risk assessment and mitigation. This means that the Chief Safety Officer believes immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of Environmental Protection Agency or California State environmental protection standards. Otherwise, the Safety Committee will prioritize hazards for further SRM activity.

(2) Safety Risk Assessment

SBMTD assesses safety risk associated with identified safety hazards using its safety risk assessment process. Safety risk assessment defines the level or degree of the safety risk by assessing the likelihood and severity of the consequences of hazards, including existing mitigations, and prioritizing hazards based on safety risk.

The following matrix, adopted from the TSI Participation Guide – SMS Principles for Transit, facilitates the ranking of hazards based on their probability of occurrence and severity of their outcome. The measuring goes from A to F with A being frequent or likely to occur frequently, E being improbable and F being used when potential hazards are identified and later eliminated.

Safety Risk Probability Levels Table			
Level	Description	Specific Individual Item	Fleet Inventory
A	Frequent	Likely to occur often in the life of an item.	Continuously experienced.
B	Probable	Will occur several times in the life of an item.	Will occur frequently.
C	Occasional	Likely to occur sometime in the life of an item.	Will occur infrequently.
D	Remote	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
E	Improbable	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
F	Eliminated	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

The Safety Risk Severity presents a typical safety risk denoting the level of severity of the occurrence of a consequence. Hazard severity is a subjective measure of the worst credible mishap resulting from personnel error, environmental conditions, design inadequacies and/or procedural efficiencies for system, subsystem or component failure or malfunction. Severity is ranked as shown below:

Safety Risk Severity Levels Table		
Level	Description	Mishap Result Criteria
1	Catastrophic	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M
2	Critical	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M
3	Marginal	Could result in one or more of the following: injuries or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100k but less than \$1M

4	Negligible	Could result in one or more of the following: injuries or occupational illness not resulting in lost work day, minimum environmental impact, or monetary loss less than \$100k.
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Safety Risk Probability and Safety Risk Severity are combined into the Safety Risk Index Ranking to help prioritize safety risks according to the table below.

Safety Risk Index Ranking				
1A, 1B, 1C, 2A, 2B	High	Unacceptable		
1D, 2C, 3A, 3B	Serious	Undesirable - with management decision required		
1E, 2D, 2E, 3C, 3D, 3E, 4A, 4B,	Medium	Acceptable - with review by management		
4C, 4D, 4E	Low	Acceptable - without review		
Safety Risk Assessment Matrix				
Severity →	Catastrophic 1	Critical 2	Marginal 3	Negligible 4
Probability ↓				
A-Frequent	1A	2A	3A	4A
B- Probable	1B	2B	3B	4B
C-Occasional	1C	2C	3C	4C
D- Remote	1D	2D	3D	4D
E- Improbable	1E	2E	3E	4E
F- Eliminated				

The Chief Safety Officer documents recommendations regarding hazard rating and mitigation options and reports this information to the Accountable Executive, including assessment activities outcomes documented from Safety Committee meetings. During Safety Committee meetings, the CSO reviews the hazard and its consequence(s) and reviews available information distributed to the committee on severity and likelihood. The CSO may request support from members of the Safety Committee in obtaining additional information to support the safety risk assessment. All Safety Committee risk assessment outcomes will be documented and maintained by the CSO for a period of three years from the date of generation.

(3) Safety Risk Mitigation

The Chief Safety Officer, assisted by the Safety Committee and Key Staff subject matter experts, reviews current safety risk mitigations and establishes procedures to 1) eliminate; 2) mitigate; 3) accept specific risks. Prioritization of safety remediation measures is based on risk analysis and a course of action acceptable to SBMTD management. The safety risk must be mitigated if ranked as Unacceptable (High-Red). Those safety risks that have been mitigated, even those mitigated risks shown as Acceptable status (Low-Green), undergo regular and consistent monitoring to ensure the mitigation strategy is effective.

Key strategies to minimize the types of risks that potentially exist include:

- Development and deployment of policies and procedures that address known hazards and risks,
- Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen risks,
- Training of drivers and other agency staff on all safety policies and procedures,
- Training of drivers and other agency staff on methodologies for handling emergencies, and

- Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol.

Safety risk mitigations are tracked and updated in the Safety Event Log by the Chief Safety Officer.

Safety risk mitigations and strategies are also in place to address infectious diseases. SBMTD identifies exposures and responds with measures that are consistent with the Division of Occupational Safety and Health, known as Cal/OSHA, and the California Department of Public Health.

9. Safety Assurance

Safety Assurance

The third component of SBMTD's SMS is Safety Assurance, which ensures the performance and effectiveness of safety risk controls established under safety risk management. Through our Safety Assurance process, SBMTD:

- Evaluates our compliance with operations and maintenance procedures to determine whether our existing rules and procedures are sufficient to control our safety risk;
- Assesses the effectiveness of safety risk mitigations to make sure the mitigations are appropriate and are implemented as intended;
- Investigates safety events to identify causal factors; and
- Analyzes information from safety reporting, including data about safety failures, defects, or conditions.

Safety Performance Monitoring and Measurement

SBMTD has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to assess drivers and specific incidents,
- Safety surveys,
- ESRP,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends quarterly and annually by the Chief Safety Officer to determine where action needs to be taken. The CSO enters any identified non-compliant or ineffective activities, including mitigations, back into the SRM process for reevaluation by the Safety Committee.

SBMTD monitors the agency's operations identifying safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended through:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and

- Analyzing operational and safety data to identify emerging safety concerns.

These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The Chief Safety Officer will endeavor to make use of existing SBMTD processes and activities before assigning new information collection activities.

SBMTD's CSO reviews the performance of individual safety risk mitigations, based on the reporting schedule determined for each mitigation, and determines if a specific safety risk mitigation is not implemented or performing as intended. Such reviews may be included as a function of the Safety Committee. If the mitigation is not implemented or performing as intended, a proposed course of action to modify the mitigation or take other action to manage the safety risk is determined by the Safety Committee, and/or Key Staff subject matter experts, and the CSO will approve or modify this proposed course of action and oversee its execution.

SBMTD also conducts investigations of safety events, to find causal and contributing factors and review the existing mitigations in place at the time of the event. These procedures also reflect all traffic safety reporting and investigation requirements established by California Department of Motor Vehicles, including accident reporting requirements under California Vehicle Code §16002 subdivision (a) and subdivision (b).

The Chief Safety Officer maintains all documentation of SBMTD's investigation policies, processes, forms, checklists, activities, and results, and records of any report filed with FTA and/or DMV.

In the event that an incident and/or accident has been determined by the CSO to be preventable, SBMTD will include processes outlined in a Collective Bargaining Agreement for employees represented by a union, in so much as language in the CBA does not conflict with FTA legal requirements under PTASP and as so indicated in this Agency Safety Plan.

The Chief Safety Officer routinely reviews information reported through all internal safety reporting programs (e.g., safety data captured in employee incident/accident reports, safety meeting minutes, customer complaints, and other safety communication channels). When necessary, the CSO ensures that the issues and concerns are investigated or analyzed through the SRM process.

The Chief Safety Officer also analyzes internal and external reviews, including audits and assessments, with findings affecting the agency's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations. The CSO discusses relevant safety issues and concerns with the Accountable Executive and executive management and documents the results of these reviews in the Safety Event Log.

10. Safety Promotion

Safety Promotion

The fourth component of SBMTD's SMS is Safety Promotion, which includes a combination of training and communication of safety information to employees to enhance the agency's safety performance. There are two parts to Safety Promotion: Competencies and Training; and Safety Communication. Together, these set the tone for the SMS and helps to establish and maintain a robust safety culture.

Competencies and Training

SBMTD's comprehensive safety training program applies to all SBMTD employees directly responsible for safety and the agency dedicates resources to conduct safety training, as well as training on SMS roles and responsibilities

All Employees, understanding of:

- Safety Performance Targets
- Fundamental principles of SMS
- Employee Safety Reporting Program
- Their individual roles and responsibilities under SMS

Managers and Supervisors, understanding of:

- Safety Risk Management
- Safety Assurance
- Safety Promotion
- Their individual roles and responsibilities for SMS

Executive Management, understanding of:

- Management commitment to and support of all SMS activities.

All employees are required to acquire the competencies and knowledge for consistent application of their skills as they relate to safety performance objectives. SBMTD dedicates resources to conduct effective safety-related skill training, the scope of which, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Operations safety-related skill training includes the following:

- New-hire bus operator classroom, behind the wheel, and in-service skill training,
- Bus operator refresher training, and annual ride-check/in-service evaluation,
- Bus operator new bus type familiarization training,
- Bus operator retraining (recertification or return to work),
- Classroom and on-the-job training for operations supervisors and managers
- Accident investigation training for operations supervisors and managers.

Vehicle maintenance safety-related skill training includes the following:

- New-hire Commercial Drivers' License classroom and behind the wheel skill training,
- Ongoing mechanic skill training and mechanic supervisor training,
- Ongoing training for all maintenance personnel, to include Heat Illness Training, Hazard Communications, PPE, High Voltage Safety and Fall Protection,
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors, and
- Training provided by vendors.

SBMTD's Accountable Executive and Agency Leadership and Executive Management team must complete FTA's SMS Awareness online training, and Transportation Safety Institute training as assigned by the Chief Safety Officer.

Safety Communication

SBMTD's Chief Safety Officer and the Human Resources and Risk Department coordinate safety communication activities for the SMS. SBMTD's activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- i. Communicating safety and safety performance information throughout the agency
- ii. Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency
- iii. Informing employees of safety actions taken in response to reports submitted through the ESRP

Ongoing safety communication is critical and SBMTD ensures communication occurs up, down, and across all levels of the organization. Any lessons learned are communicated to all concerned. Management commitment to address safety concerns and hazards is communicated on a regular basis.

Management encourages and motivates employees to communicate openly, authentically, and without concern for reprisal; ensures employees are aware of SMS principles and understand their safety-related roles and responsibilities; conveys safety critical information such as accident data, injuries, and reported safety concerns and hazards and their resolutions to employees. SBMTD's tools to support safety communication include:

- Safety bulletins and notices
- Posters
- Web based safety training
- Employee Newsletters
- Briefings or Toolbox talks
- Seminars and workshops
- New-hire onboarding and training
- Refresher and Return to Work training
- Safety Committee Meetings

11. Additional Information

Supporting Documentation

SBMTD maintains documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or state oversight entity upon request. They include:

- Injury and Illness Prevention Program (IIPP)
- COVID-19 Prevention Program (CPP)
- Emergency Response Plan (ERP)
- Driver Training Manual 2024
- SBMTD Training Manuals: Gillig, Articulated, Nova, BYD, New Flyer Transit Buses
- Employee Handbook – Staff
- Employee Manual - Represented
- Operators Manual
- Maintenance Manual
- Code of Conduct Policies
- SBMTD Drug & Alcohol Testing Policy
- Drug Free Workplace Policy
- Policy Against Sexual Harassment

- Bus Maintenance Plan (BMP)
- Facilities & Equipment Maintenance Plan
- Transit Asset Management (TAM) Plan
- Easy Lift Agency Safety Plan



BOARD OF DIRECTORS REPORT

MEETING DATE: JULY 16, 2024 **AGENDA ITEM #:** 11

TYPE: ACTION ITEM

PREPARED BY: SENIOR PURCHASING AGENT VALERIE WHITE

REVIEWED BY: GENERAL MANAGER, JERRY ESTRADA

SUBJECT: MTD FY 2025 - FY 2027 OVERALL GOAL FOR DBE PARTICIPATION

RECOMMENDATION:

Staff requests that the Board review and consider approval of MTD's draft "FY 2025 - FY 2027 Overall Goal for Disadvantaged Business Enterprise Participation in Federal Transit Administration Assisted Programs."

DISCUSSION:

MTD is required to submit an overall goal for Disadvantaged Business Enterprise (DBE) participation to the Federal Transit Administration (FTA) every three years. The FTA defines a DBE as a for-profit small business concern that is at least 51 percent owned by one or more individuals who are members of a group that is historically both socially and economically disadvantaged. For FY 2025 - FY 2027, based on the analysis detailed in the attached report, staff proposes an annual goal for DBE participation of 1.82 percent of the FTA operating assistance that is available for contracting (approximately \$50,700 of nearly \$2.8 million of FTA operating assistance that is expected to be available for contracting in FY 2025). MTD's adopted FY 2025 budget does not include any capital projects with newly-programmed federal money that are relevant to the DBE goal-setting process (FTA-funded revenue vehicle purchases are not relevant to this process).

As recommended by FTA, the annual goal for DBE participation is based on the most recent information available regarding the total number of firms and the number of certified DBE firms that are available as potential contractors for various categories of work. The total number of firms is determined based on US Census County Business Patterns, categorized by North American Industry Classification System codes (NAICS Codes). The number of certified DBE firms is determined using the California Unified Certification Program (CUCP) maintained by Caltrans to find certified DBE firms in the same NAICS categories.

The draft DBE overall goal document was posted on MTD's website on June 28, and on July 11 staff held a Zoom webinar that was open to any interested parties. The announcement of the webinar was sent to more than 65 media sources and other stakeholders. No participants chose to join the webinar and MTD received no comments regarding the proposed goal. The overall goal document must be submitted to FTA by August 1, 2024.

BOARD OF DIRECTORS REPORT

ATTACHMENT:

- MTD's draft "FY 2025 - FY 2027 Overall Goal for Disadvantaged Business Enterprise Participation in Federal Transit Administration Assisted Programs."

FY 2025 - FY 2027

Overall Goal for Disadvantaged Business Enterprise Participation in Federal Transit Administration Assisted Programs

Prepared by the

Santa Barbara Metropolitan Transit District
550 Olive Street, Santa Barbara, CA 93101
(805) 963-3364, www.sbmtd.gov



To be Presented to the Board of Directors for Consideration of Adoption on
July 16, 2024



Disadvantaged Business Enterprise (DBE)

FY 2025 - FY 2027 Triennial Overall DBE Goal for FTA-Assisted Programs

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Disadvantaged Business Enterprise (DBE)

FY 2025 - FY 2027 Triennial Overall DBE Goal for FTA-Assisted Programs

INTRODUCTION

The Santa Barbara Metropolitan Transit District (MTD) has prepared this FY 2025 - FY 2027 triennial overall Disadvantaged Business Enterprise (DBE) goal for projects assisted by the U.S. Department of Transportation (USDOT), Federal Transit Administration (FTA), in compliance with Code of Federal Regulations (CFR) Title 49--Transportation, Subtitle A--Office of the Secretary of Transportation, Part 26--Participation By Disadvantaged Business Enterprises In Department Of Transportation Financial Assistance Programs, Subpart C--Goals, Good Faith Efforts, and Counting, Section 26.45--How do recipients set overall goals.

The purpose of the DBE goal-setting process is to level the playing field so that DBEs can compete fairly for USDOT-assisted contracts. The program is narrowly-tailored in accordance with applicable law.

BACKGROUND

As a condition of receiving funding from FTA, MTD annually signs an assurance that it will comply with FTA's DBE requirements. In accordance with Title 49 CFR Part 26 provisions, MTD is required to develop and submit a Triennial Overall DBE Goal for its FTA-assisted projects. This document presents MTD's Overall DBE Goal and Methodology for FY 2025 - FY 2027.

FTA-ASSISTED CONTRACTING PROGRAM

MTD utilizes much of its FTA Section 5307 funding for operations. Thus, all of MTD's operating expenditures are federalized. MTD's FY 2025 budget estimates Section 5307 operating funding to total \$5,193,521. MTD also has budgeted an additional \$5,408,817 in COVID-19 relief operating funding for FY 2025. Thus, FTA operating assistance for FY 2025 is budgeted at a total of \$10,602,338. This represents 32.0 percent of MTD's FY 2025 operating budget. The percentage of MTD's operating funding from the Section 5307 program and COVID-19 relief is not expected to change significantly in FY 2026 or FY 2027. Thus, it is assumed that 32.0 percent of every MTD operating expenditure will be from FTA funds for the entire three-year period.

Table 1 below lists the operating expenditures that comprise potential contracting opportunities in FY 2025. These contracting opportunities comprise 26.2 percent of MTD's operating budget. The table includes both the total amount budgeted and the FTA share (i.e., 32.0 percent of the total) of each potential contracting opportunity. As shown in the table, nearly \$8.7 million in total funds, including nearly \$2.8 million in FTA funds, are potentially available for contracting opportunities. This amount is not expected to vary significantly in FY 2026 or FY 2027.

TABLE 1: MTD FY 2025 Operating Budget Contracting Opportunities

OPERATIONS	TOTAL COST	FTA SHARE
<i>Drivers</i>		
Uniforms	\$16,500	\$5,288
<i>Hiring & Training</i>		
Medical Exams & License Fees	\$29,100	\$9,325
Employment Advertising	\$10,000	\$3,205
Training, Travel & Meetings	\$16,500	\$5,288
<i>Risk & Safety</i>		
Public Liability - Professional Services	\$309,331	\$99,127
Public Liability - Insurance	\$893,078	\$286,193
Workers Comp - Professional Services	\$309,331	\$99,127
Workers Comp - Insurance	\$220,825	\$70,765
Workers Comp - Misc Risk & Safety	\$53,062	\$17,004
<i>Transportation Subsidies</i>		
ADA Complementary Paratransit	\$1,169,519	\$374,781
MAINTENANCE		
<i>Mechanics</i>		
Uniforms	\$7,139	\$2,288
<i>Cleaners & Fuelers</i>		
Uniforms	\$4,855	\$1,556
Medical Exams & License Fees	\$4,229	\$1,355
<i>Supervision</i>		
Training, Travel & Meetings	\$10,000	\$3,205
<i>Vehicle Consumables</i>		
Fuel & Lubrication	\$2,171,759	\$695,956
Tire Lease	\$156,098	\$50,023
Tire Mounting	\$16,248	\$5,207
<i>Vehicle Parts & Supplies</i>		
Subtotal (All)	\$705,000	\$225,922
<i>Vendor Bus Repairs</i>		
Subtotal (All)	\$45,000	\$14,421
<i>Risk & Safety</i>		
Workers Comp - Professional Services	\$16,281	\$5,217
Workers Comp - Insurance	\$11,622	\$3,724
PASSENGER ACCOMMODATIONS		
<i>Passenger Facilities</i>		
Bldgs & Grds - Subtotal (All)	\$860,305	\$275,691
<i>Transit Development</i>		
Training, Travel & Meetings	\$3,000	\$961
Planning Services & Supplies	\$1,500	\$481
<i>Marketing & Community Relations</i>		
Media Ad Placement	\$80,000	\$25,637
Brochures, Publications, & Promotions	\$6,000	\$1,923
Market Research	\$2,500	\$801
Training, Travel & Meetings	\$3,000	\$961
<i>Fare Revenue Collection</i>		
Outside Services - Subtotal (All)	\$178,420	\$57,176
GENERAL OVERHEAD		
<i>Finance</i>		
Financial Audit Services	\$63,890	\$20,474
<i>Utilities</i>		
Telephone & Data Communication	\$83,986	\$26,914
Two-Way Radios	\$27,163	\$8,705
<i>Operating Facilities</i>		
Service Vehicles - Subtotal (All)	\$80,000	\$25,637
Bldgs & Grds - Contract Maintenance	\$119,000	\$38,134
Bldgs & Grds - Overpass Site Maintenance	\$10,000	\$3,205
<i>District Administration</i>		
Admin Services - Public Officials Insurance	\$128,977	\$41,332
Admin Services - Legal Counsel	\$75,000	\$24,034
Admin Services - Pension Admin	\$1,000	\$320
Admin Services - Licenses & Equipment Maintenance	\$541,739	\$173,604
Admin Services - Miscellaneous Services	\$131,183	\$42,039
Admin Services - Office & Computer Supplies	\$60,000	\$19,227
Admin Services - Conferences, Meetings & Training	\$20,000	\$6,409
Admin Services - Misc	\$15,000	\$4,807
GRAND TOTAL CONTRACTING OPPORTUNITIES	\$8,667,140	\$2,777,449

As shown in Table 2, MTD does not anticipate the use of FTA funds for newly-programmed capital projects, with the exception of transit revenue vehicle purchases. Pursuant to FTA regulations, transit revenue vehicle purchases are not included in this calculation of MTD’s overall DBE annual goal.

TABLE 2: MTD FY 2025 Capital Projects

Capital Projects	Total Cost	FTA Share
Revenue Vehicles	\$30,602,083	n/a
Other Capital Projects	\$13,355,302	\$0
<i>Total Capital Projects</i>	<i>\$43,957,385</i>	<i>\$0</i>

MTD’s total contracting opportunities that are applicable to the overall DBE goal-setting process are presented in Table 3. As the table shows, in FY 2025 MTD expects to have a total of \$2,777,449 of FTA funds in FTA-assisted contracting opportunities.

TABLE 3: MTD FY 2025 Contracting Opportunities Summary

Line Item	FTA Share
Federal Operating Contracting Opportunities	\$2,777,449
Federal Capital Contracting Opportunities	\$0
<i>Total Federal Contracting Opportunities</i>	<i>\$2,777,449</i>

GOAL METHODOLOGY

Step 1: Determination and Weighting of a Base Figure

MTD does not have any subrecipients. MTD followed an approved federal methodology to determine the Base Figure for the relative availability of DBEs to all comparable firms (DBE and Non-DBE) available to bid on MTD’s FTA-assisted potential contracting opportunities. Table 4 presents the North American Industry Classification System (NAICS) codes for the various potential contracting opportunities shown in Table 1 above. Table 4 also presents the amount of FTA funding available, the number of all firms, the number of DBE firms certified by the California Unified Certification Program (CUCP), and the percent of all firms that are CUCP-certified DBE firms for those NAICS codes.

TABLE 4: Total Firms & California Unified Certification Program (CUCP) DBE Firms by NAICS Code

NAICS Codes	Description	FTA Funding	Number of Firms ¹		Percent DBE
			All Firms	DBE Firms	
441310	Automotive Parts & Accessories Stores	\$225,922	2,230	4	0.18%
441320	Tire Dealers	\$55,230	1,198	4	0.33%
453210	Office Supplies & Stationery Stores	\$19,227	412	8	1.94%
454310	Fuel Dealers	\$695,956	61	0	0.00%
485991	Special Needs Transportation	\$374,781	223	9	4.04%
517110	Wired Telecommunications Carriers	\$26,914	1,652	7	0.42%
517210	Wireless Telecommunications Carriers (except Satellite)	\$8,705	1,864	1	0.05%
522110	Commercial Banking	\$57,176	4,854	0	0.00%
524210	Insurance Agencies & Brokerages	\$402,014	9,755	17	0.17%
524292	Third Party Admin. of Insurance & Pension Funds	\$220,797	549	4	0.73%
541110	Offices of Lawyers	\$24,034	18,800	24	0.13%
541430	Graphic Design Services	\$1,923	2,547	26	1.02%
541611	Admin. Management Consulting Services	\$20,474	11,333	965	8.51%
541890	Other Services Related to Advertising	\$33,648	537	47	8.75%
561499	All Other Business Support Services	\$1,282	274	43	15.69%
561730	Landscaping	\$38,134	4,589	5	0.11%
561790	Other Services to Buildings & Dwellings	\$320,934	947	39	4.12%
611430	Professional & Management Development Training	\$16,824	539	168	31.17%
621999	All Other Misc. Ambulatory Health Care Services	\$10,681	712	5	0.70%
811121	Automotive Body, Paint, & Interior Repair & Maintenance	\$40,057	2,767	8	0.29%
811212	Computer & Office Machine Repair & Maintenance	\$173,604	421	20	4.75%
812331	Linen Supply	\$9,131	72	2	2.78%
	Total/Base Figure	\$2,777,449	66,336	1,406	2.12%

Note 1: All firms from 2021 County Business Patterns (US Census Bureau); DBE firms from CUCP (Caltrans).

The methodology included accessing the 2021 U.S. Census Bureau County Business Patterns NAICS codes database (for all firms) and the CUCP-certified DBE database (for DBE firms) in the categories of work defined in Table 1 for MTD's market area. For all firms, the market area comprises the following California counties: Los Angeles, Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, and Ventura. For DBE firms, the market area comprised all CUCP-certified DBE firms that indicated an interest in working in Santa Barbara County. This methodology resulted in a Base Figure that 2.12 percent of all available firms in the MTD market area are certified by the CUCP as DBE firms.

MTD next weighted the Base Figure using the “Weighted Base Figure Worksheet” provided by FTA. Table 5 shows the results of the weighting process. As shown, the Weighted Base Figure resulting from this methodology is 1.82 percent.

TABLE 5: Weighted Base Figure

NAICS Codes	Description	Weight	Availability	Weighted Base Figure
441310	Automotive Parts & Accessories Stores	0.08134	0.00179	0.0001
441320	Tire Dealers	0.01988	0.00334	0.0001
453210	Office Supplies & Stationery Stores	0.00692	0.01942	0.0001
454310	Fuel Dealers	0.25057	0.00000	n/a
485991	Special Needs Transportation	0.13494	0.04036	0.0054
517110	Wired Telecommunications Carriers	0.00969	0.00424	0.0000
517210	Wireless Telecommunications Carriers (except Satellite)	0.00313	0.00054	0.0000
522110	Commercial Banking	0.02059	0.00000	n/a
524210	Insurance Agencies & Brokerages	0.14474	0.00174	0.0003
524292	Third Party Admin. of Insurance & Pension Funds	0.07950	0.00729	0.0006
541110	Offices of Lawyers	0.00865	0.00128	0.0000
541430	Graphic Design Services	0.00069	0.01021	0.0000
541611	Admin. Management Consulting Services	0.00737	0.08515	0.0006
541890	Other Services Related to Advertising	0.01211	0.08752	0.0011
561499	All Other Business Support Services	0.00046	0.15693	0.0001
561730	Landscaping	0.01373	0.00109	0.0000
561790	Other Services to Buildings & Dwellings	0.11555	0.04118	0.0048
611430	Professional & Management Development Training	0.00606	0.31169	0.0019
621999	All Other Misc. Ambulatory Health Care Services	0.00385	0.00702	0.0000
811121	Automotive Body, Paint, & Interior Repair & Maintenance	0.01442	0.00289	0.0000
811212	Computer & Office Machine Repair & Maintenance	0.06250	0.04751	0.0030
812331	Linen Supply	0.00329	0.02778	0.0001
Total				0.0182
Percent				1.82%

Step 2: Adjusting the Base Figure

Following the establishment and weighting of the Base Figure, MTD reviewed and assessed other evidence that could potentially affect the relative availability of DBEs within the market area. This is in accordance with the prescribed narrow-tailoring provisions set forth under 49 CFR Part 26.45.

Past DBE Goal Attainment

Historical DBE participation attainments provide demonstrable evidence of DBE availability and capacity to perform. Thus, MTD calculated past DBE participation attainments for the three most recent completed federal fiscal years:

- FFY 2021 – 0.42%
- FFY 2022 – 1.00%
- FFY 2023 – 0.64%

In the first six months of FFY 2024, MTD achieved 0.45%. MTD continues to believe that the Weighted Base Figure of 1.82 percent is achievable with the continuation of the agency's efforts to encourage DBE firms to become certified by the CUCP and bid on MTD projects. Thus, MTD believes that it is not appropriate to revise the Base Figure based on past DBE goal attainment.

Evidence from Disparity Studies

MTD is not aware of any disparity studies conducted within our jurisdiction. However, the Los Angeles County Metropolitan Transportation Authority (Metro) conducted a disparity study in 2012 (the "Metro 2012 DBE Program Disparity Study"). MTD currently uses a strictly race-neutral DBE program. If MTD continues to fail to reach its DBE overall goal, the agency will re-evaluate its DBE program to determine whether contract goals are necessary to achieve the overall goal.

If after re-evaluation MTD believes a race-conscious program is necessary, MTD, as required by the Western States decision, will gather evidence to determine if discrimination in the transportation contracting industry is present.

DBE goal of Another Recipient

MTD did not base its DBE goal on the DBE goal of another recipient.

Evidence from Related Fields

MTD is unaware of any disparities in the ability of DBEs to get the financing, bonding, and insurance required to participate in MTD's program. MTD is also unaware of any data on employment, self-employment, education, training and union apprenticeship programs that MTD can relate to the opportunities for DBEs to perform in its program.

Continuing Effects of Past Discrimination

MTD is unaware of any demonstrable evidence that is logically and directly related to continuing effects of past discrimination. Thus, MTD has no basis to adjust the base figure to alleviate the continuing effects of past discrimination.

OVERALL DBE GOAL

As discussed under Goal Methodology: Step 2 above, MTD has no basis for adjusting the base figure. Thus, MTD's final triennial overall DBE goal for FY 2025 - FY 2027 for DBE participation in FTA-assisted programs is 1.82 percent. The goal is available for all CUCP-certified DBEs on a Race Neutral basis.

If appropriate, MTD may adjust the three-year overall goal during the three-year period to which it applies, in order to reflect changed circumstances. If so, MTD will submit such an adjustment to the FTA for review and approval.

RACE-NEUTRAL IMPLEMENTATION MEASURES

MTD will employ various actions to increase future DBE participation and achieve the overall goal:

- MTD will continue to identify existing contractors that could potentially qualify for CUCP certification as DBE firms, and will encourage such firms to apply for certification. Staff will assist such firms in their application as appropriate.
- MTD will increase staff participation in outreach opportunities to firms that may qualify for DBE certification, including professional organizations and publications geared to such firms. Staff will encourage interested firms to apply for DBE certification and will assist them as appropriate.
- MTD will work with nearby transit operators to consider joint participation in DBE-oriented contracting information events.
- MTD will continue to identify strategies for increasing DBE participation if the agency continues to fail to meet its DBE goal. Such strategies may include the future implementation of a race-conscious component.

Fostering Small Business Participation

MTD's DBE program includes an element to structure contracting requirements to facilitate competition by small business concerns. The element takes all reasonable steps to eliminate obstacles to participation by small business concerns.

The small business participation element includes the following strategies:

- In multi-year design-build contracts, MTD will require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- On prime contracts exceeding \$100,000, MTD will encourage the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

- MTD will structure applicable procurements to facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts.
- To meet the portion of MTD’s overall goal projected to be met through race-neutral measures, MTD will ensure that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.
- MTD will actively implement these program elements to foster small business participation a requirement of good faith implementation of MTD’s DBE program.

PUBLIC PARTICIPATION AND FACILITATION

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business associations, and community organizations within the market area were provided an opportunity to review the triennial goal analysis and provide input.

MTD conducted the following outreach activities during the development of the overall DBE goal:

- MTD published a link on the “Doing Business” section of the agency’s website (www.sbmtd.gov) to MTD’s DBE program, including this Triennial Goal document, for a public comment period on June 28, 2024. The document will remain posted on the website during the entire three-year period (see Attachment 1).
- Staff emailed a DBE “Stakeholder Letter” to various advocacy groups representing potential DBE firms and general contracting firms for dissemination to their members (see Attachment 2). Such groups include:
 - Women’s Economic Ventures
 - Santa Barbara South Coast Chamber of Commerce
 - Greater Santa Barbara Hispanic Chamber of Commerce
- On July 11, 2024, MTD intends to conduct an online virtual meeting to describe MTD’s DBE program and the methodology that was utilized to arrive at the proposed DBE goal. The meeting was open to all persons or businesses that were interested in attending.
 - MTD published an “MTD News” item on the agency’s website regarding the virtual meeting (see Attachment 3).
 - MTD also prepared a press release regarding the virtual meeting (see Attachment 4). The press release was circulated to a wide range of contacts (see Attachment 5).
- Throughout the goal-setting process, to date, no comments were received regarding the methodology or the proposed goal.

- Staff will continue to reach out to appropriate groups to present MTD's DBE program and solicit their input into the agency's goal-setting process.
- Staff will continue to work with existing and potential vendors that may be eligible to become certified DBE firms to encourage them to apply for certification.

DRAFT

Attachment 1

Excerpt from <https://sbmtd.gov/about/doing-business/>
6/28/24, 1:35 PM Doing Business – Santa Barbara MTD

DISADVANTAGED BUSINESS ENTERPRISE GOAL

It is MTD's policy to create a level playing field for Disadvantaged Business Enterprises, ensure the program is narrowly tailored to applicable law, ensure that only firms that meet eligibility standards participate in the program, and assist in the development of firms so they can compete successfully in the marketplace outside of the DBE program.

MTD will take every necessary and reasonable step under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal Transit Administration assisted contracts.

To qualify as a DBE a firm must meet the eligibility criteria stated in 49 CFR Part 26 and be certified through the California Unified Certification Program which is supervised by the California Department of Transportation (Caltrans). General information and details about eligibility requirements and becoming certified as a DBE can be found by clicking on the following links:

- **[Draft Disadvantaged Business Enterprise Goal FY 25-27](#)**
- **[Final Disadvantaged Business Enterprise Goal FY 22-24](#)**
- **[California Unified Certification Program](#)**
- **[Caltrans DBE Federal Program Resources](#)**

Attachment 2

June 27, 2024

Subject: Santa Barbara Metropolitan Transit District Proposed Disadvantaged Business Enterprise (DBE) Goal for Federal Fiscal Years 2025 - 2027

Dear Stakeholders:

This notice is to welcome your input on MTD's proposed Disadvantaged Business Enterprise (DBE) goal for FFYs 2025 - 2027. The Santa Barbara Metropolitan Transit District (MTD) has developed the proposed goal in accordance with Title 49 of the Code of Federal Regulations, Part 26. The goal is established to help ensure that DBEs have an equal opportunity to participate in contracts partially or fully funded by the Federal Transit Administration of the U.S. Department of Transportation.

The proposed DBE triennial overall goal is 1.82%, to be achieved through race-neutral measures (i.e., with no contract goals). The proposed DBE goal and methodology is available on the MTD website at <https://sbmtd.gov/about/doing-business/>. The overall goal is for the three-year period that begins October 1, 2024 and ends September 30, 2027.

Questions or comments on the goal or methodology may be submitted from MTD's website at <https://sbmtd.gov/about/about-mtd/>. Written questions or comments may be sent to:

Valerie White
Purchasing Agent
Santa Barbara Metropolitan Transit District
550 Olive Street
Santa Barbara, CA 93101

Additionally, beginning June 27, 2024, you may contact Valerie White directly at (805) 963-3364 x244 or purchasing@sbmtd.gov with any questions or comments.

MTD will consider all comments received by July 17, 2024, and address them as appropriate prior to submitting the DBE goal to the Federal Transit Administration on July 30, 2024.

Sincerely,

A handwritten signature in cursive script that reads "Valerie White".

Valerie White
Purchasing Agent



Attachment 3

MTD TO HOST VIRTUAL WORKSHOP FOR LOCAL SMALL BUSINESS OWNERS

LEARN ABOUT GOVERNMENT CONTRACTING OPPORTUNITIES AND HOW TO BECOME CERTIFIED AS A DISADVANTAGED BUSINESS ENTERPRISE

SANTA BARBARA—Santa Barbara MTD is hosting a virtual workshop for local business owners to learn more about becoming a certified disadvantaged business enterprise (DBE), and about future contracting opportunities with MTD.

DBEs are defined as a for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. MTD has an average of \$2.7 million in FTA-assisted contracting opportunities each year, and actively seeks certified DBE firms to bid on those contracts.

To share information about MTD's goals and process, and to answer any questions a business owner might have, a public virtual workshop will be held via Zoom:

Translate »



Attachment 3 (cont.)

Date: **Thursday, July 11, 2024**

Time: **1:30 p.m. to 2:00 p.m. (local time)**

[Click here to join meeting](#)

Meeting ID: 891 1777 2544

Passcode: Purchasing

Call-in option, dial +16694449171

MTD is also welcoming input on the agency's proposed Disadvantaged Business Enterprise (DBE) goal for FFYs 2025 – 2027. The Santa Barbara Metropolitan Transit District (MTD) has developed the proposed goal in accordance with Title 49 of the Code of Federal Regulations, Part 26. The goal is established to help ensure that DBEs have an equal opportunity to participate in contracts partially or fully funded by the Federal Transit Administration of the U.S. Department of Transportation.

The proposed DBE triennial overall goal is 1.82%, to be achieved through race-neutral measures (i.e., with no contract goals). The proposed DBE goal and methodology is available on the MTD website at <https://sbmtd.gov/about/doing-business/>.

Questions or comments on the goal or methodology may be submitted through MTD's website at <https://sbmtd.gov/about/about-mtd/> or by emailing Valerie White at purchasing@sbmtd.gov.

Translate »



Attachment 4

Contact:
Hillary Blackerby
Planning & Marketing Manager
(805) 963-3364 ext. 218

FOR IMMEDIATE RELEASE
June 28, 2024

MTD TO HOST VIRTUAL WORKSHOP FOR LOCAL SMALL BUSINESS OWNERS

LEARN ABOUT GOVERNMENT CONTRACTING OPPORTUNITIES AND HOW TO BECOME CERTIFIED AS A
DISADVANTAGED BUSINESS ENTERPRISE

SANTA BARBARA—Santa Barbara MTD is hosting a virtual workshop for local business owners to learn more about becoming a certified disadvantaged business enterprise (DBE), and about future contracting opportunities with MTD.

DBEs are defined as a for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. MTD has an average of \$2.7 million in FTA-assisted contracting opportunities each year, and actively seeks certified DBE firms to bid on those contracts.

To share information about MTD's goals and process, and to answer any questions a business owner might have, a public virtual workshop will be held via Zoom:

Date: **Thursday, July 11, 2024**

Time: **1:30 p.m. to 2:00 p.m. (local time)**

[Click here to join meeting](#)

Meeting ID: 891 1777 2544

Passcode: Purchasing

Call-in option, dial +16694449171

MTD is also welcoming input on the agency's proposed Disadvantaged Business Enterprise (DBE) goal for FFYs 2025 - 2027. The Santa Barbara Metropolitan Transit District (MTD) has developed the proposed goal in accordance with Title 49 of the Code of Federal Regulations, Part 26. The goal is established to help ensure that DBEs have an equal opportunity to participate in contracts partially or fully funded by the Federal Transit Administration of the U.S. Department of Transportation.

The proposed DBE triennial overall goal is 1.82%, to be achieved through race-neutral measures (i.e., with no contract goals). The proposed DBE goal and methodology is available on the MTD website at <https://sbmtd.gov/about/doing-business/>.

Questions or comments on the goal or methodology may be submitted through MTD's website at <https://sbmtd.gov/about/about-mtd/> or by emailing Valerie White at purchasing@sbmtd.gov.

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Attachment 5

Reference: MTD TO HOST VIRTUAL WORKSHOP FOR LOCAL SMALL BUSINESS OWNERS

MTD Media Sources

Sent: 06/28/2024

APTA	KEYT Channel 3
SBCC Channels Newspaper	KSBY
City of Carpinteria	KTAS
City of Goleta	Mass Transit Magazine
City of Santa Barbara	Metro Magazine
Coastal View News	Mobility Innovation Tour
Community Environmental Council	Montecito Journal
County of Santa Barbara	Pacific Coast Business Times
Daily Nexus	Noozhawk
Downtown Santa Barbara	Radio Bronco 107.7 FM
EdHat	Rincon Broadcasting
El Latino CC Newspaper	Santa Barbara City College
Emerald Wave Media	Santa Barbara County Air Pollution Control District
HealthEquity and WageWorks	Santa Barbara County Association of Governments
Santa Barbara Independent	The Mesa Paper
Independent Living Resource Center	Ventura Transit System
KCBX	Visit Santa Barbara
KCLU	Voice Magazine SB
KCSB	



BOARD OF DIRECTORS REPORT

MEETING DATE: JULY 16, 2024 **AGENDA ITEM #:** 12

TYPE: ACTION ITEM

PREPARED BY: SENIOR PURCHASING AGENT, VALERIE WHITE

REVIEWED BY: GENERAL MANAGER, JERRY ESTRADA

SUBJECT: PURCHASE OF THREE ELECTRIC PASSENGER VANS

RECOMMENDATION:

Staff requests the Board approve a Purchase Order to A-Z Bus Sales in the not-to-exceed amount of \$669,220 for the purchase of three fully-electric passenger vans by utilizing the purchasing cooperative with Morongo Basin Transit Authority (MBTA) and California Association of Coordinated Transportation (CalACT), Contract #20-01.

DISCUSSION:

MTD is working to launch The Wave, the Microtransit pilot in a portion of Goleta and Isla Vista. This flexible, on-demand, curb-to-curb public transportation service will be operated with smaller vehicles instead of transit buses. Staff has identified the all-electric Ford E-Transit 350 HR van with a Fenton 32kWh Secondary Battery System (SBS) for the service. The E-Transit van is equipped with a 68kWh original equipment manufacturer (OEM) battery pack. Fenton Mobility offers a 32kWh SBS that powers auxiliary electrical loads like the mobility device lift and heating and air conditioning system. With the SBS taking on the auxiliary loads, the primary battery is strictly used for the traction motor, which significantly improves range. The SBS has a separate charge port on the vehicle and can be charged in tandem with the OEM battery.

As a member of CalACT, MTD has access to purchase vehicles intended for transit agencies from the CalACT/MBTA purchasing cooperative. These include competitively priced vans designed for paratransit and Microtransit 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. The A-Z Bus Sales vehicle is a Ford E-Transit van upfitted by NorCal Van Conversions/Driverge to meet MTD requirements to be ADA accessible and service-ready with agency-specific options, including the personal protective equipment for the operator, surveillance cameras, farebox, vinyl graphics for branding,

BOARD OF DIRECTORS REPORT

and more. MTD Staff also recommends inclusion of the optional Fenton SBS since it improves range as discussed above.

In an evaluation of the electric van proposals' warranties, service and support, proposer experience, references and pricing, this Ford E-Transit 360 HR van scored 88.6 out of 100 possible points by the CalACT/MBTA panel (receiving top scores for manufacturing experience and warranty).

To determine whether the purchase is fair and reasonable, MTD performed an ICE, finding fully outfitted and delivered vans at \$291,464 per van compared to this opportunity at \$223,073 per van. In awarding A-Z Bus Sales, CalACT/MBTA looked at the base van price by their bidders: \$173,100.00 by A-Z Bus Sales, which was compared to an alternate but similar vehicle, the Sunset RamPro Master 159, at \$277,402.

The not-to-exceed amount was included in the FY25 budget, utilizing 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. The Board approval will cover the quote from A-Z Bus Sales for the upfitted vans delivered at \$637,352.75 with a 5% contingency allowance for Staff to consider additional specification changes that may arise during the build.

The acquisition of these vehicles was included in the Capital Budget for FY 24-25, approved by the Board of Directors on June 4, 2024. Funding has been secured with a grant from the State of California, Department of Transportation, Division of Rail and Mass Transportation, administrated through the California Transportation Commission (CTC) under the Transit and Intercity Rail Capital Program (TIRCP).

To: MTD Board of Directors
From: Jerry Estrada, General Manager
Date: July 16, 2024
Subject: General Manager's Report

The FTA annually manages two related nationwide competitive grant programs: Section 5339(b) Grants for Buses and Bus Facilities Program; and 5339(c) Low or No Emission Grant Program. Both programs provide capital assistance to the agencies selected for funding. For the FY 2024 grant programs, MTD was recently notified that the FTA awarded funding for MTD towards the purchase of two 40-ft. electric buses and chargers, along with workforce development funds in the form of mechanic training. The FTA awarded \$2,894,131, and MTD will contribute state funds for a required match of \$536,075.

The Operations Training team reports that Alek K. and Heriberto I. have completed all of their training, and were recently released to revenue service. Hoang P. and Carlos S. will be conducting their DMV tests on July 10. This is where they will demonstrate to the DMV Examiner their proficiency in the Pre-Trip, Skills and Over the Road Tests. Christopher R. and Ramiro T. are set to be released to work with senior Operators on July 11. Jesus O., Norberto R., and Jose O. are to be released to work with senior Operators on July 12. Cameron P. is scheduled to be released to work with senior Operators on July 15. Larry M., Damen C., and Mohammed A. continue their training. Last, but certainly not least, are Luis A. and Jody T., who joined MTD last week. And there are a few more driver candidates scheduled for future interviews.

Santa Barbara's Old Spanish Days is coming up soon and Operations will start planning for the necessary modifications and changes to routes during all the events that happen that week due to street detours and closures.

In early June, a group of MTD Mechanics completed High Voltage Familiarization training provided by New Flyer for our new fleet of New Flyer buses. This training class is mandatory for all MTD Mechanics. The training class was conducted again during the week of July 8th for the Mechanics who did not attend in June. Operations and Maintenance are coordinating daily on the performance of the New Flyer fleet and are pleased to report that all nine buses are now out in revenue service.

A Workplan Addendum detailing the means and methods for excavating contaminated soils associated with the remaining work scope was submitting to the Santa Barbara County Public Health Department for review and approval. Once the Workplan Addendum is approved by County Public Health, MTD may apply for the requisite permit from the Santa Barbara Air Pollution Control District. The timeline for completing both steps, which must occur in succession, is anywhere from 60-150 days. After both agencies provide their approval, MTD's general contractor may commence with the remainder of the work associated with the project. That includes repairs to the Salsipuedes Street driveway, new perimeter fencing along Salsipuedes Street, and concrete patching adjacent the maintenance bays.

Planning and Marketing Manager Hillary Blackerby recently completed a Project Management for Transportation course through the University of the Pacific's Westgate Center for Leadership.

Staff is finishing up the last of five presentations at Safety Town, a weeklong summer camp for 4- and 5-year-olds who learn all about safety, including about riding the bus.

Finance/Accounting Staff are involved in closing the FY23-24 financial year and have begun the Financial and Single Audit preparation work.

Renewable Diesel Supply vendors are being qualified for the upcoming Solicitation. A Report with Recommendations is being presented to the Board for the purchase of 3 Electric Micro-Transit Vans, funded with a TIRCP grant. Staff are evaluating nine (9) proposals received for a new Voice Over Internet Phone (VOIP) system.

Information Technologies (IT) has been heavily involved in the TRAPEZE Operational system and Clever Devices Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) systems upgrades. IT also supported the annual year-end Inventory process as the Electronic Asset Management (EAM) system was upgraded after the previous count and an entire new process was required to be developed.

Staff attended a meeting of the Santa Barbara County Association of Governments' (SBCAG's) Technical Transportation Advisory Committee (TTAC) on July 11. TTAC recommended that the SBCAG Board approve the FY 2023/24 Local Surface Transportation Program (LSTP) apportionments. The LSTP apportionments are federal funds that SBCAG trades to the state for state funds in order to remove federal compliance requirements from the funds. TTAC received updates on the development of the 2025 Measure A Strategic Plan and projects submitted for Cycle 7 of the California Transportation Commission's Active Transportation Program.