

## STAFF REPORT

**SUBJECT:** Measure D Allocations

**MEETING DATE:** June 19, 2008

**AGENDA ITEM:** 6E

**STAFF CONTACT:** Bob Perkins

### RECOMMENDATIONS:

- A. Adopt a resolution allocating an estimated \$33,456,758 in Measure D revenues for the 2008-2009 fiscal year.
- B. Authorize the Executive Director to execute a contract with Easy Lift for the expenditure of \$75,714 in Measure D Regional Paratransit funds for the 2008-2009 fiscal year.

### DISCUSSION:

During FY 2008-2009 it is estimated that Measure D will generate \$33,966,252 in sales tax revenues. After deduction of the Board of Equalization collection fee (\$509,494), a total of \$33,456,758 is available to be allocated for Local Transportation Authority administration costs (\$334,567) and for transportation purposes (\$33,122,191). Per the Measure D Ordinance, 70% of the revenues are allocated to the cities and the County for local street, road and public transit purposes. The remaining 30% is allocated for specific highway projects listed in the Measure D Highway Program Strategic Plan and for public paratransit purposes.

### Local Measure D Program - 70% of Measure D Revenues

Each city and the County receive a base allocation of \$50,000 and the remainder of the 70% is apportioned by population. As previously approved by the board, the FY 08-09 calculations use 2007 DOF population estimates with an adjustment applied for the revised final DOF estimate from the prior year. The amount recommended for allocation to each jurisdiction is shown in Table 1. Local agencies are required to spend these funds on projects that are specifically identified in the Measure D Program of Projects. All jurisdictions have prepared and adopted a Local Program of Projects and these have been incorporated into SBCAG's draft Measure D Program of Projects for fiscal years 2008-2009 to 2009-2010. Approval of the Program of Projects is scheduled for the June 19 meeting.

Local allocations will be disbursed on a monthly basis following adoption of the Program of Projects and allocations. To ensure that Measure D funds are expended in accordance with

established rules and laws, local agencies will file quarterly financial transaction reports and will submit to an annual fiscal and compliance audit.

### **Regional Measure D Program - 30% of Measure D Revenues**

The majority of Regional funds (98.44%) are allocated to the specific highway projects listed in the Measure D Highway Program Strategic Plan. The amount allocated to the highway program in FY 2008-2009 totals \$9,936,657. The remaining 1.56% of Regional funds, totaling \$155,260, is allocated to the four public paratransit operators to reduce fares and improve door-to-door transit service for seniors and the disabled. The recommended Regional paratransit allocations can be found in Table 2.

As the South Coast area public paratransit operator, Easy Lift is allocated a portion of regional paratransit funds (\$75,714). Because Easy Lift is not managed or operated by a city or county government, a contract is required between SBCAG and Easy Lift. This contract specifies how Easy Lift is to use the funds, detailing the services to be provided and all related requirements.

**COMMITTEE REVIEW:** The recommended allocations have been approved by the Technical Transportation Advisory Committee (TTAC).

Table 1

**Measure D  
Local Program Allocations**

**(FY 2008-09)**

<b>Jurisdiction</b>	<b>Population</b>	<b>Allocations*</b>
Buellton	4,663	\$298,032
Carpinteria	14,123	793,144
Goleta	30,169	1,635,185
Guadalupe	6,397	397,126
Lompoc	42,015	2,266,530
Santa Barbara City	89,456	4,762,379
Santa Barbara County	141,774	7,753,942
Santa Maria	90,333	4,932,380
Solvang	5,495	346,816
<b>Total</b>	<b>424,425</b>	<b>\$23,185,534</b>

\* figures include base allocation adjustments and adjustments to reflect revisions to previous DOF population estimates

Table 2

**Measure D Regional Program  
Paratransit Allocations**

**(FY 2008-09)**

<b>Apportionment Area</b>	<b>Claimants</b>	<b>Population</b>	<b>% of Total Population</b>	<b>Allocations</b>
South Coast	Easy Lift	206,318	48.766179%	\$75,714
Santa Maria Valley	Santa Maria Area Transit	132,713	31.368596%	48,703
Lompoc Valley	Lompoc Transit	60,349	14.264340%	22,147
Santa Ynez Valley	Valley Transit	23,696	5.600885%	8,696
<b>TOTAL</b>		423,076	100.000000%	\$155,260

RESOLUTION OF THE SANTA BARBARA  
COUNTY ASSOCIATION OF GOVERNMENTS

ALLOCATION OF MEASURE D FUNDS    )  
FOR FISCAL YEAR 2008-2009        )  
\_\_\_\_\_                                  )

RESOLUTION NO. 08-09

WHEREAS, on November 7, 1989 the voters of Santa Barbara County approved the Santa Barbara Transportation Improvement Program Ordinance and Expenditure Plan known as Measure D; and

WHEREAS, it is estimated that \$33,456,758 in Measure D funds will be available for allocation in fiscal year 2008-2009; and

WHEREAS, the Ordinance and Expenditure Plan prescribe how the Local Transportation Authority shall allocate Measure D funds.

NOW, THEREFORE, BE IT RESOLVED THAT the Local Transportation Authority does hereby allocate Measure D revenues for fiscal year 2008-2009 and directs the County Auditor to make payments as funds become available in the following manner:

FIRST, to the County Auditor such sums as are necessary to administer Measure D funds. Such payments are to be made only upon specific approval of the Local Transportation Authority.

SECOND, to the Local Transportation Authority 1.0% to be deposited in Fund 5300, Dept. 861 for administration and implementation of the Santa Barbara County Transportation Improvement Program.

THENCE, of the remaining funds, 70% shall be allocated to local agencies pursuant to Section 3 of the Ordinance. From such funds, each agency shall be paid an amount of \$4,166.67 monthly and the remainder of the 70% shall be paid in the percentage amounts shown below.

<u>Agency</u>	<u>% of Funds</u>
City of Buellton	1.090944
City of Carpinteria	3.268644
City of Goleta	6.972282
City of Guadalupe	1.526797
City of Lompoc	9.749189
City of Santa Barbara	20.726932
City of Santa Maria	21.474665
City of Solvang	1.305517
County of Santa Barbara	33.885029

THENCE, 0.468750% of the funds shall be allocated to the local public transit operators pursuant to Section 4(a) of the Ordinance. Funds from this account shall be distributed in the percentage amounts shown below:

<u>Agency</u>	<u>% of Funds</u>
Easy Lift, Inc.	48.766179
City of Lompoc	14.264340
City of Santa Maria	31.368596
City of Solvang	5.600885

THENCE, the remaining 29.531250% of funds shall be deposited in the Capital Projects Fund of the Authority (Fund 5302, Dept 863, Org. Unit 0001) and, after payments for debt service on revenue bonds, any funds remaining shall be credited to each project division of the Fund in the percentage amounts shown below. Interest earned on funds deposited in the Capital Projects Fund shall be deposited in Project No. 2470 – Project Reserve.

<u>Project No.</u>	<u>% of Funds</u>
2310 - Route 154	12.698413
2320 - Route 1	11.111111
2330 - Route 101 Widening	15.873016
2340 - Route 101 Milpas	4.232804
2360 - Route 101 / LaCumbre	8.465609
2370 - 154 South	5.291005
2380 - Glen Annie	5.291005
2390 - 154 North	5.291005
2400 - Route 101 / Betteravia	6.349206
2410 - Route 101 / Stowell	3.174603
2420 - Route 101 / Main	5.291005
2430 - Route 101 / Donovan	2.645503
2440 - Route 166	3.703704
2450 - Route 135 / Betteravia	1.587302
2460 - Hollister / Fairview	4.232804
2470 - Project Reserve	4.761905

PASSED AND ADOPTED this 19th day of June 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Jim Kemp  
Executive Director

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Brooks Firestone, Chair  
Santa Barbara County  
Association of Governments

APPROVED AS TO FORM:

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Kevin E. Ready, Sr.  
Deputy County Counsel

## **PARATRANSIT CONTRACT**

This contract is made between the Santa Barbara County Local Transportation Authority, hereinafter called "LTA", and Easy Lift Transportation, hereinafter called "CONTRACTOR".

### **LTA AND CONTRACTOR AGREE AS FOLLOWS:**

#### **1. PROGRAM DESCRIPTION AND AUTHORITY; OBJECTIVES AND REPORTS**

**A.** CONTRACTOR agrees to provide services and benefits described in Exhibit "A" attached hereto and by this reference made a part hereof, sometimes hereinafter referred to as "the program." To the extent that any procedure or provision of the proposed program conflicts with any provision of this contract, the provisions of this contract shall prevail.

**B.** Minor program changes may be made to Exhibit A (General Description) upon approval of the LTA.

**C.** In carrying out this program hereunder, CONTRACTOR agrees that the services and benefits of the program are those stated and set out in Exhibit "A", attached hereto and made a part hereof. CONTRACTOR agrees to submit to Local Transportation Authority the mandatory quarterly reports setting out CONTRACTOR's progress toward accomplishing said services and benefits, and CONTRACTOR further agrees to submit to Local Transportation Authority a mandatory final report. The report shall show calculation of fare subsidies, if any, and identify the amount of Measure D paratransit funds applied as a local contribution to the farebox/existing service subsidy.

#### **2. EFFECTIVE DATE OF CONTRACT - TERM**

The term of this contract shall be from July 1, 2008 to and including June 30, 2009, unless sooner terminated as provided herein and further provided that if not so terminated, the term of this contract may be extended by mutual written agreement by the LTA and CONTRACTOR.

#### **3. METHOD AND CONDITIONS OF PAYMENT**

LTA agrees to pay CONTRACTOR for services provided in an amount estimated at \$74,696. Payments will be made to CONTRACTOR in monthly installments equal to 0.228588% of Measure D Funds after deductions for County Auditor-Controller and LTA administration fees pursuant to the allocation process specified in SBCAG Resolution No. 08-09 and LTA Ordinance Number 1.

**4. CONTRACTOR'S RECORDS**

The CONTRACTOR shall keep accurate written records of all expenses incurred by it and of moneys received by it and of all studies, statistics and reports made or issued by CONTRACTOR in conducting the program. The CONTRACTOR shall also keep accurate written minutes of all meetings of the Board of Directors or Committees of CONTRACTOR and shall keep accurate employment records, correspondence records and other records necessary to enable LTA to review CONTRACTOR'S operations during the conduct of the program. At LTA'S request, CONTRACTOR shall furnish LTA with a copy of any records maintained by CONTRACTOR pursuant to the terms of this contract. CONTRACTOR shall maintain all such records for at least three (3) years after the date on which this contract terminates.

**5. AUDIT OF CONTRACTOR'S RECORDS**

LTA shall have the right to audit and review all records maintained by CONTRACTOR pursuant to the terms of this contract. Any such audit and review may be conducted at any time during regular business hours.

**6. SUBMISSION OF BUDGET - BUDGET ACCOUNTABILITY**

Prior to the execution of this contract by LTA, CONTRACTOR shall submit to the LTA for their review a budget showing CONTRACTOR'S proposed expenditures containing a breakdown of said expenditures by major categories and subcategories. Said budget shall be attached hereto, marked Exhibit "B" budget, and made a part hereof.

**7. COMPLIANCE WITH LAWS AND REGULATIONS**

CONTRACTOR agrees that it shall comply with all the provisions of all State and Federal laws and regulations applicable to the program to be conducted hereunder. Without limiting the generality of the foregoing, CONTRACTOR:

**A.** Shall obtain and maintain, at CONTRACTOR'S own expense, any and all licenses and permits necessary to conduct the program and to maintain the facilities and render the services proposed to be maintained or rendered in connection with the program.

**B.** Shall not, on the grounds of race, color, national origin, sex, sexual orientation, religion, age or handicap when otherwise qualified:

- (1) Deny any service or other benefit provided under the program;
- (2) Provide any service or other benefit which is different, or is provided in a different form from that provided to others under the program;
- (3) Subject to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program;

- (4) Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program;
- (5) Treat an individual differently from others in determining whether he satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program;
- (6) Deny an opportunity to participate in the program as an employee.

C. Shall maintain such records and enforce and comply with such procedure at LTA may specify or require in order to ensure that only persons eligible for services under State and/or Federal laws or regulations are admitted to the program or are provided with such services.

D. Shall not engage in any religious instructions nor use any part of the funds provided hereunder to purchase any religious book, materials or equipment or other property, or to share the salary of any person who participated in any such religious or sectarian purpose whatsoever.

**8. INDEPENDENT CONTRACTOR STATUS**

It is understood and agreed by the parties hereto that CONTRACTOR, while engaged in conducting the program and complying with any of the terms of this contract, is an independent contractor and is not an officer, agency or employee of the LTA.

**9. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify and safe harmless the LTA, its officers, agents and employees from any and all claims, demands, damages, costs expenses (including attorney's fees), judgments or liabilities arising out of this contract or occasioned by the performance or attempted performance of the provisions hereof; including but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of the LTA. With respect to any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising from the joint or concurrent negligence of CONTRACTOR and LTA, each party shall assume responsibility in proportion to the degree of its respective fault.

**10. INSURANCE**

As part of the consideration of this Agreement, CONTRACTOR agrees to purchase and maintain at its sole cost and expense during the life of this agreement the following insurance with an insurer or insurers satisfactory to the LTA.

**A. General and Automobile Liability:** Combined single limits of not less than one million dollars (\$1,000,000) of Comprehensive General Liability and one million (\$1,000,000) of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property Damage.

Such insurance shall include:

- (1) Extension of coverage to LTA, its officers, employees and agents, as additional insured, with respect to CONTRACTOR'S liabilities hereunder in insurance coverage identified in item "A" above, but only as respects to the operations of the named insured.
- (2) A provision that coverage will not be canceled or subject to reduction until at least (30) days prior written notice has been given to the LTA, addressed to 260 N. San Antonio Rd., Suite B, Santa Barbara, CA 93110.
- (3) A provision the CONTRACTOR'S insurance shall apply as primary, and not excess of, or contributing with, the LTA.
- (4) Contractual liability coverage sufficiently broad so as to include the liability assumed by the CONTRACTOR in the indemnity or hold harmless agreement included in this Agreement.
- (5) A Cross-Liability Clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued each.
- (6) Broad form Property Damage Endorsement.
- (7) Policy shall apply on an "occurrence" basis.

**B. Worker's Compensation:** In accordance with the provisions of the California Labor Code, CONTRACTOR is required to be insured against liability for Worker's Compensation or to undertake self-insurance.

**C. Professional Liability:** Professional liability "errors and omission" insurance with limits of liability of not less than one million (\$1,000,000) to cover all services rendered by the CONTRACTOR pursuant to this agreement.

Approval of the insurance by the LTA or acceptance of the certificate of insurance by LTA, shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from Agreement, nor shall it be deemed a waiver of LTA's rights to insurance coverage hereunder. A Certificate of Insurance, supplied by the CONTRACTOR, evidencing the above, shall be completed by CONTRACTOR's insurer or its agent and submitted to the LTA prior to execution of this Agreement by the LTA. CONTRACTOR shall

exercise due diligence to require all subcontractors and all tiers of such subcontractors to provide general and Automobile Liability and Worker's Compensation, and Professional Liability insurance as set forth in "A" of this section.

In the event of any proposed change in coverage or cancellation of all or any part of such coverage, CONTRACTOR shall immediately notify the LTA in writing and shall obtain other additional insurance to retain full coverage as described herein during the entire term of this contract. Breach of these provisions for insurance coverage shall be grounds for immediate cancellation of this contract by the LTA.

**11. ASSIGNMENT**

CONTRACTOR shall not assign this contract or any part thereof or any moneys payable hereunder without the prior approval of the LTA.

**12. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted then upon application of either party, this contract shall forthwith be physically amended to make such insertion or correction.

**13. LTA'S RIGHT TO TERMINATE CONTRACT**

LTA shall have the right to terminate this contract or any extension thereof immediately if LTA determines that CONTRACTOR has incurred obligations or made expenditures for purposes that are not permitted or prohibited under terms of the program or of this contract. LTA shall also have the right to terminate this contract or any extension thereof immediately if LTA determines that the CONTRACTOR is conducting the program in violation of any of the terms of the program application or this contract, or has filed any other petition under the Bankruptcy Act (11 USCA "1 et seq.), or has taken or committed any act preparatory to the filing of any such petition or has become or is insolvent or has committed any other act of bankruptcy or insolvency. LTA shall also have the right to terminate this contract or any extension thereof any time that funds are no longer available. In any event, LTA shall have the right to terminate this contract or any extension thereof at any time, with or without notice LTA'S intent to terminate this contract; provided that upon such termination, LTA shall pay all obligations incurred by CONTRACTOR prior to the date of such termination as authorized under the terms of the program and this contract.

**14. CONTRACT BINDING ON SUCCESSORS**

The conditions of this contract and the respective rights and obligations of the parties hereunder shall be binding upon the heirs, assigns and successors in interest of each of the parties.

**15. NOTICES**

Notices shall be sent to CONTRACTOR addressed as follows:

Easy Lift Transportation, Inc.  
53 Cass Pl., Suite D  
Goleta, CA 93117

Notices shall be sent to the LTA addressed as follows:

Local Transportation Authority  
260 N. San Antonio Rd., Suite B  
Santa Barbara, CA 93110

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Brooks Firestone, Chair  
Santa Barbara County  
Association of Governments

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Date

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Mac A. Johnson, President  
Easy Lift Board of Directors

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Date

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Jim Kemp, Executive Director  
Santa Barbara County  
Association of Governments

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Date

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Ernesto Paredes, Executive Director  
Easy Lift Transportation

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Date

APPROVED AS TO FORM:

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Kevin E. Ready, Sr.  
Deputy County Counsel

# EXHIBIT A

## General Description

### Services Provided by Easy-Lift

Door-to-door transportation services for seniors and elderly and handicapped throughout the South County area.

### Other Allowable Uses of Funds

In Priority Order:

- \* Operating subsidy for transit service improvements
- \* Local contribution of the farebox to meet TDA requirements.
- \* Operating subsidy for existing service.

## EXHIBIT B

### EASY LIFT BUDGET FY08-09

<b>Income</b>		
4101	FUNDRAISING/DONATIONS	\$210,795.00
4104	STATE STA CAPITAL	\$66,000.00
4120	MTD/ADA FEES	\$517,992.00
4152	HEALTH CARE SERVICES	\$39,055.00
4174	REFUNDS ON FEES/FUEL TAX	\$2,800.00
4176	EZ RADIO NETWORK	\$546.00
4177	CASH FARES	\$51,000.00
4186	RIDE TICKET SALES	\$43,200.00
4187	SUBSCRIPTIONS/CHARTERS	\$30,675.00
4190	STATE TD/ALT	\$367,984.00
4192	MEASURE D- REGIONAL	\$77,784.00
4193	MEASURE D- SB CITY	\$229,416.00
4194	MEAS.D- SB COUNTY	\$80,825.00
4195	MEAS.D- CITY OF CARP.	\$13,495.00
4199	MEASURE D-GOLETA	\$27,506.00
4201	INTEREST INCOME	\$4,000.00
<b>Total Income</b>		<b>\$1,743,073.00</b>
<b>Expense</b>		
5201	HEALTH INSURANCE	\$84,400.00
5202	LIFE INSURANCE	\$3,567.00
5203	UNIFORMS	\$1,200.00
5204	PHYSICALS	
	5204-A - DRUG TESTING	\$4,900.00
	5204 - PHYSICALS - Other	\$2,200.00
	<b>Total 5204 - PHYSICALS</b>	<b>\$7,100.00</b>
5205	WORKERS COMPENSATION	\$136,000.00
5210	OTHER EMPLOYEE BENEFITS	\$4,200.00
5300	OUTSIDE SERVICES	
	5300A - OUTSIDE SERVICES PAYROL	\$2,850.00
	5300B - WORK STUDY INTERNS	\$4,500.00
	5300C - OUTSIDE SERVICES - OTHER	\$500.00
	<b>Total 5300 - OUTSIDE SERVICES</b>	<b>\$7,850.00</b>
5301	PROF/LEGAL CONSULT	\$5,000.00
5302	PROF/CPA	\$11,000.00
5303	PROF/IT CONSULT	\$4,800.00
5402	COMPUTER SUPPLIES	\$600.00
5405	OFFICE REPAIRS & MAINT	\$2,700.00
5409	UTILITIES	\$6,450.00
5410	RENT	\$39,960.00
5411	RADIO REPEATER FEES	\$6,776.00
5413	LEASE/POSTAGE METER	\$1,952.00
5415	OFFICE SUPPLIES	\$7,100.00
5416	EQUIPMENT PURCHASE	\$3,000.00
5420	POSTAGE	\$2,000.00
5422	MERCHANT FEES/BANK CHARGES	\$840.00
5425	PRINTING	\$7,000.00
5432	TELEPHONE/INTERNET	\$19,200.00
5433	SECURITY	\$584.00
5500	VEHICLE MAINTENANCE	\$82,000.00
5515	FUEL	\$166,164.00
5520	LICENSE FEES/SMOG	\$2,200.00
5601	INSURANCE/AUTO	\$80,000.00
5602	GEN LIABILITY INSURANCE	\$5,820.00
5603	D&O and EMP PRACTICES INS	\$4,632.00
5701	DUES	\$1,200.00
5702	EDUCATION & TRAINING	\$1,800.00
5703	MEETINGS	\$1,300.00
5704	EMPLOYEE MEETINGS	\$1,300.00
5705	TRAVEL/MILEAGE	\$1,000.00
5751	FUNDRAISING/PROMOTIONS	\$14,000.00
5755	ADVERTISING/EMPLOYMENT	\$600.00
5859	INTEREST	\$400.00
6560	PAYROLL EXPENSES	
	6562 INCENTIVE BONUSES	\$5,000.00
	6565 CASH FRINGE BENEFITS	\$1,860.00
	6560 - PAYROLL EXPENSES	<b>\$836,000.00</b>
	<b>Total 6560 PAYROLL EXPENSES</b>	<b>\$842,800.00</b>
6564	PAYROLL TAX EXPENSE	\$74,578.00
<b>Total Expense</b>		<b>\$1,743,073.00</b>
<b>Net Ordinary Income</b>		<b>\$0.00</b>