



**Agenda Item B.5**  
**CONSENT CALENDAR**  
**Meeting Date: August 19, 2008**

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**TO:** Mayor and Councilmembers

**FROM:** Steve Wagner, Community Services Director

**CONTACT:** Marti Schultz, Principal Civil Engineer

**SUBJECT:** Amendment No. 3 to Agreement for Paratransit Services with Easy Lift Transportation, Inc.

**RECOMMENDATION:**

Authorize the City Manager to execute Amendment No.3 to the Agreement for Paratransit Services with Easy Lift Transportation, Inc. for a one-year extension in an amount not to exceed \$27,506 for FY 2008-09.

**BACKGROUND:**

On July 5, 2005, City Council authorized the City Manager to enter into an agreement with Easy Lift Transportation, Inc. (Easy Lift) to provide paratransit services within the City of Goleta (Attachment 1). The agreement provides for up to four (4) one year extensions beginning July 1, 2006, subject to approval of the City Council (Attachment 2). The term of the agreement and any amendment(s) corresponds with the time remaining with the Measure D program which sunsets in FY 2009-2010.

**DISCUSSION:**

Easy Lift is a local paratransit agency that provides curb-to-curb dial-a-ride transit services for disabled and elderly persons throughout the South Coast from Goleta to the Ventura County Line. Easy Lift receives revenue from various State and Federal transportation funding sources as well as financial assistance from the cities of Goleta, Santa Barbara, Carpinteria, and the County of Santa Barbara for the provision of these services.

Easy Lift anticipates their service will provide over 83,000 rides throughout the South Coast this fiscal year, estimating approximately 25%, or 20,750 rides are for City of Goleta disabled and elderly persons. Easy Lift has requested a 3% Consumer Price Index (CPI) increase in their contract. The proposed City of Goleta subsidy amount of \$27,506 is within the proposed FY 2008-2009 budgeted amount of \$87,000.

A copy of Easy Lift's budget for FY 2008-09 is attached to this report (Attachment 3). The following table shows Easy Lift's recommended subsidies to be provided by the participating local agencies for Fiscal Year 2008-09.

Agency	Subsidy Amount
City of Goleta	\$27,506
City of Santa Barbara	\$229,416
City of Carpinteria	\$12,612
County of Santa Barbara	\$63,000
Regional	\$75,714
<b>Total:</b>	<b>\$408,248</b>

Staff recommends the City Council authorize Amendment 3 to the Agreement with Easy Lift for the provision of paratransit services for FY 2008-09 in an amount not to exceed \$27,506 (Attachment 4).

**GOLETA STRATEGIC PLAN:**

The continuation of Paratransit services by Easy Lift is consistent with the Goal in the Goleta Strategic Plan entitled, "Facilitate Delivery of Services to Residents" Specifically; this program meets Objective "Alternative Transportation" and moves the City closer toward realizing its vision as defined within the City's Strategic Plan.

**ALTERNATIVES:**

There are no other alternatives at this time.

**FISCAL IMPACTS:**

The proposed FY 2008-2009 budget includes \$87,000 for Easy Lift services and the enhancements to lines 6 & 11 operational subsidies for MTD transit services in the Measure D Fund account number 205-5-5800-558. This funding was also considered by the Council when it adopted the Measure D 2-Year Program of Projects on April 15, 2008 (Attachment 5). Future annual extensions of the proposed paratransit agreement will be considered as part of the annual approval of the Measure D Program of Projects and at the City's budget hearings.

Submitted By:

Reviewed By:

Approved By:

\_\_\_\_\_  
Steve Wagner  
Community Services Director

\_\_\_\_\_  
Michelle Greene  
Administrative  
Services Director

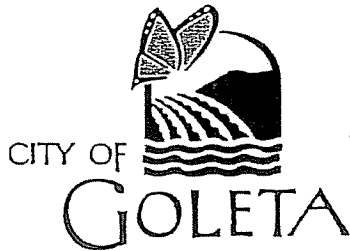
\_\_\_\_\_  
Daniel Singer  
City Manager

**ATTACHMENTS:**

1. Council Agenda Report dated July 5, 2005 – Authorization to execute an agreement for paratransit services with Easy Lift Transportation, Inc. (w/o Attachments)
2. Agreement for Paratransit Services with Easy Lift Transportation, Inc. (w/o Exhibits)
3. Easy Lift Transportation, Inc. FY2008-2009 budget.
4. Amendment No. 3 to Agreement for Paratransit Services
5. City of Goleta – Measure D 2-Year Program of Projects FY 2008-2009 to FY 2009-2010 (without list of streets)

## **ATTACHMENT 1**

**Council Agenda Report dated July 5, 2005 –  
Authorization to Execute an Agreement for  
Paratransit Services with Easy Lift Transportation,  
Inc. (w/o Attachments)**



**TO:** Mayor and Councilmembers  
**FROM:** Len Wood, Interim City Manager  
**CONTACT:** Steve Wagner, Community Services Director  
**SUBJECT:** Authorization to execute an agreement for paratransit services with Easy Lift Transportation, Inc.

**RECOMMENDATION:**

Authorize the City Manager to execute a services agreement with Easy Lift Transportation, Inc. for the provision of paratransit services in an amount not-to-exceed \$24,000 for FY 2005-06.

**BACKGROUND:**

East Lift Transportation, Inc. (Easy Lift) provides paratransit services throughout the south coast of Santa Barbara County. The Cities of Goleta, Santa Barbara, Carpinteria, and the County of Santa Barbara provide Easy Lift with various levels of financial assistance for the provision of these services. The City of Goleta's approved FY 2005-06 budget includes \$24,000 for paratransit services in the Measure D fund.

**DISCUSSION:**

Easy Lift is a local paratransit agency that provides curb-to-curb dial-a-ride transit services for disabled and elderly persons throughout the south coast from Goleta to the Ventura County Line. Easy Lift was established in 1979 and their offices are currently located on Cass Place off of Hollister Avenue on Santa Barbara Airport property. Easy Lift owns and operates a fleet of fifteen (15) vehicles that are equipped with wheelchair/boarding chair lifts. Reservations for service can be made up to 2 weeks in advance. The cost is \$2 for each ride one way. The service is available from 5:25 am to 12:00 am Monday through Friday, 6:00 am to 11:20 pm on Saturday, and 6:20 am to 10:00 pm on Sunday.

The number of riders using Easy Lift's services is increasing each year. For FY 2005-06 Easy Lift is anticipating providing over 55,000 rides throughout the South Coast. Of this amount, it is estimated that approximately 20% are for City of Goleta disabled and elderly persons.

Easy Lift receives revenue from various State and Federal transportation funding sources as well as operating subsidies from each of the South Coast incorporated cities and the County of Santa Barbara. A copy of Easy Lift's budget for FY 2005-06 is attached to this report. The following table shows the FY 2005-06 subsidies to be provided by the participating local agencies:

Agency	Subsidy Amount
City of Goleta	\$ 23,680.00
City of Santa Barbara	\$186,824.00
City of Carpinteria	\$ 12,612.00
County of Santa Barbara	\$ 56,846.00
Total:	\$279,962.00

An agreement in with Easy Lift for the provision of paratransit services for FY 2005-06 in an amount not-to-exceed \$24,000 is recommended for approval and is attached to this report. The agreement provides for up to four (4) one year extensions beginning July 1 2006 subject to approval of the City Council. The term of the proposed agreement corresponds with the time remaining with the Measure D program which sunsets in FY 2009-2010.

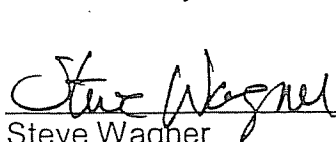
**FISCAL IMPACTS:**

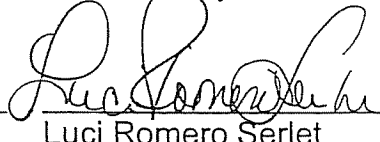
The adopted FY 2005-2006 budget includes \$24,000 for paratransit services in the Measure D Fund account number 205-5550-7460. This funding was also considered by the Council when it adopted the Measure D 5-Year Program of Projects on April 4, 2005 (attachment #2 to this report). Future annual extensions of the proposed paratransit agreement will be considered as part of the annual approval of the Measure D Program of Projects and at the City's budget.

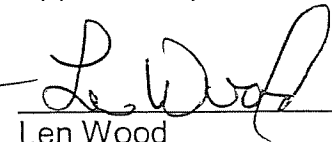
Submitted By:

Reviewed By:

Approved By:

  
 Steve Wagner  
 Community Services Director

  
 Luci Romero Serlet  
 Assistant City Manager

  
 Len Wood  
 Interim City Manager

**ATTACHMENTS:**

1. Agreement for Paratransit Services
2. April 4, 2005 Council Agenda Report – Adoption of the Measure D 5-Year Program of Projects FY 2005-2006 to FY 2009-2010 (without report attachments)

## **ATTACHMENT 2**

**Agreement for Paratransit Services with Easy Lift  
Transportation, Inc. (w/o Exhibits)**

AGREEMENT FOR PARATRANSIT SERVICES  
City of Goleta – Easy Lift Transportation

THIS AGREEMENT made and entered into on July 5, 2005 by and between  
the:

CITY OF GOLETA,  
a Municipal Corporation,  
hereinafter referred to as "CITY";

and

EASY LIFT TRANSPORTATION, INC.  
hereinafter referred to as  
"CONTRACTOR";

RECITALS

- A. On November 7, 1989, County Voters adopted Measure "D", authorizing a half-cent increase in County sales tax for transportation purposes.
- B. The CITY has adopted an expenditure plan for such Measure "D" revenue with funds available for enhanced paratransit services.
- C. CONTRACTOR is the consolidated Transportation Service Agency for South Santa Barbara County.

NOW, THEREFORE, CITY AND CONTRACTOR agree as follows:

1. PROGRAM DESCRIPTION AND AUTHORITY; OBJECTIVES AND REPORTS

a. CONTRACTOR agrees to conduct the program described in Exhibit A, attached hereto, and by this reference made a part hereof, hereinafter referred to as "the program". To the extent that any provision of Exhibits A and B conflicts with any provision of this agreement, the provisions of this agreement shall prevail. CONTRACTOR shall submit a proposed operating budget for the term of this Agreement containing a breakdown of revenue and expenditures by major categories and subcategories to be attached as Exhibit B and made a part hereof. Each subsequent year's budget shall be attached as an additional exhibit in support of any extension that may be authorized.

b. Minor program changes may be made by CONTRACTOR only upon the prior written approval of the City Community Services Director ("DIRECTOR").

c. CONTRACTOR agrees to submit to DIRECTOR quarterly reports setting out CONTRACTOR'S progress toward accomplishing program objectives. Said reports shall be in a form approved by DIRECTOR with sufficient detail to enable CITY to evaluate CONTRACTOR'S program. An annual report shall be submitted on or before the first of September for each year of the term, and any extension of the term and any related term.



## 2. TERM OF AGREEMENT

The term of this agreement may be extended for up to four (4) successive terms of one (1) year each, beginning July 1, 2006 subject to satisfactory completion of the scope of services as specified herein. The contract may be extended subject to approval of the budget by the City Council, unless sooner terminated as provided herein.

## 3. METHOD AND CONDITIONS OF PAYMENT OF PROGRAM EXPENSES

Subject to the terms and condition contained in this Agreement, CITY agrees to provide funds in an amount not to exceed \$23,682.00 of local Measure D funds. Payments to CONTRACTOR shall be made in response to monthly claims submitted by CONTRACTOR for expenses reasonably and necessarily incurred for the program, on forms approved by DIRECTOR.

## 4. PAYMENT CONDITIONED MEASURE D TAX

The CITY shall be obligated to pay claims submitted pursuant to this Agreement ONLY if:

- a. Measure D transportation sales tax is collected and distributed to CITY for expenditures authorized by the CITY'S expenditure plan; AND,
- b. The CITY'S budget authorizing the expenditure of Measure D sales tax revenue for transit assistance for the elderly and mobility impaired is adopted and funds required for this Agreement are appropriated for the purposed described herein.

## 5. CONTRACTOR TO KEEP RECORDS

The CONTRACTOR shall keep accurate written records of all funds received and all expenses incurred by CONTRACTOR on a generally recognized accounting basis; and of all studies, statistics and reports made or issued by CONTRACTOR in connection with the program. The CONTRACTOR shall also keep accurate written minutes of all meetings of the Board of Directors and Committees of CONTRACTOR and shall keep accurate employment records, correspondence records and other records' necessary to enable CITY to review CONTRACTOR'S operations during the conduct of this program. At CITY'S request, CONTRACTOR shall furnish CITY with a copy of any record maintained by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR shall maintain all such records for at least five (5) years after the date on which this Agreement terminates.

## 6. AUDIT OF CONTRACTOR'S RECORDS

CITY shall have the right to audit, by any auditor of CITY'S choice, and review all records maintained by CONTRACTOR pursuant to the terms of this Agreement. Any such audit and review may be conducted at any time during regular business hours.

## 7. COMPLIANCE WITH LAWS AND REGULATIONS

CONTRACTOR agrees to comply with all the provisions of all state and federal laws and regulations applicable to the program. Without limiting the generality of the foregoing:

- a. CONTRACTOR 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. CONTRACTOR 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 service or other benefit which is different, or is provided in a different form from that provided to others under the program;
- (3) Subject any individual to segregated or separate treatment in any facility in, or 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 the individual 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; or
- (6) Deny any opportunity to participate in the program as an employee.

c. CONTRACTOR shall maintain such records and enforce and comply with such procedure as CITY 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. CONTRACTOR shall not engage in any religious instruction nor use any part of the funds provided hereunder to purchase any religious books, materials or equipment or other property, or to share the salary of any person who participates 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 Agreement, shall not act as an officer, agent or employee of the CITY but shall be an independent contractor.

## 9. INDEMNIFICATION

CONTRACTOR agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from any damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party thereto) arising out of or in any way connected with the work to be performed under this agreement.

## 10. INSURANCE

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

a. General and Automobile Liability insurance with combined single limits of not less than one million dollars (\$1,000,000.00) of Comprehensive General Liability and one million dollars (\$1,000,000.00) of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property damage. Such insurance shall include:

- (1) Extension of coverage to CITY, its officers, employees and agents, as additional insured, with respect to CONTRACTOR'S liabilities hereunder in the insurance coverage identified in item a. above, but only as respects to the operations of the name insured;
- (2) A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days prior written notice has been given to the City Clerk, 130 Cremona Dr. Suite B, Goleta, CA 93117;
- (3) A provision that CONTRACTOR'S insurance shall apply as primary, and not in excess of, or contributing with, the CITY;
- (4) Contractual liability coverage sufficiently broad so as to include the liability assumed by the CONTRACTOR in the indemnity or hold harmless provisions (Section Paragraph 9) 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) A Broad Form Property Damage Endorsement; and,
- (7) The policy shall apply on an "occurrence" basis.

b. Statutory Worker's Compensation and Employer's Liability Insurance, with an insurance company acceptable to CITY, which shall cover all employees while performing any work incidental to the performance of this Agreement.

c. Professional liability "errors and omission" insurance with limits of liability of not less than one million (\$1,000,000.00) dollars to cover all services rendered by the CONTRACTOR pursuant to this Agreement.

d. Approval of the insurance by the CITY or acceptance of the certificate of insurance by CITY 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 CITY'S rights to insurance coverage hereunder.

e. A Certificate of Insurance, supplied by the CITY, evidencing the above, shall be completed by CONTRACTOR'S insurer or its agent and submitted to the CITY prior to the execution of this Agreement by the CITY. CONTRACTOR shall exercise due diligence to require all subcontractors and all tiers of such subcontractors to provide General and Automobile Liability Insurance as set forth in a., b., and c. of this section.

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

## 11. ASSIGNMENT

CONTRACTOR shall not assign this Agreement or any part thereof or any moneys payable hereunder without the prior approval of the City Council of CITY.

## 12. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement 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

Agreement shall forthwith be physically amended to make such insertion or correction.

### 13. TERMINATION OF THE AGREEMENT

CITY shall have the right to terminate this Agreement or any extension thereof immediately, if CITY determines that CONTRACTOR has incurred obligations or made expenditures for purposes which are not permitted or are prohibited under terms of the program or of this Agreement. CITY shall also have the right to terminate this Agreement or any extension thereof immediately, if CITY determines that the CONTRACTOR is conducting the program in violation of any of the terms of the program application or this Agreement, has become insolvent, committed an act of bankruptcy, or has taken or committed any act preparatory to a filing in bankruptcy, or has taken or committed any act preparatory to a filing in bankruptcy. CITY shall also have the right to terminate this Agreement or any extension thereof any time that funds are no longer available to the CITY or approved by the City Council for paratransit use, for any reason. In any event, CITY shall have the right to terminate this Agreement or any extension thereof at any time, with or without cause, upon five days written notice of intent to terminate. In no event however, shall CITY be under any obligation to pay any claims not due for payment.

### 14. AGREEMENT BINDING ON SUCCESSORS

The conditions of the Agreement 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. PROHIBITION AGAINST DISCRIMINATION

Resolution 02-27, Section 1.5 of the Goleta Municipal Code prohibiting unlawful discrimination in employment practices is attached hereto and incorporated herein by reference. CONTRACTOR shall fulfill all obligations of a CONTRACTOR under the provision of such section.

### 16. NOTICES

- a. Notices shall be sent to CONTRACTOR addressed as follows:  
Easy Lift Transportation, Inc.  
53 Cass Place, Suite D  
Goleta, CA 93117
- b. Notices shall be sent to the CITY addressed as follows:  
City Manager  
City of Goleta  
130 Cremona Dr. Suite B  
Goleta, CA 93117

### 17. BUSINESS LICENSE

CONTRACTOR shall maintain a business license as required by the City Administrative Services Director during the term of this Agreement.

### 18. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Agreement shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of the

Agreement.

19. APPLICABLE LAWS, PARTIAL INVALIDITY

This Agreement shall be subject to laws, rules, regulations and ordinance in effect within the City of Goleta, Santa Barbara County, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction., If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

20. PARAGRAPH HEADING

The paragraph heading contained herein are for convenience and reference only and are not intended to define or limit the scope of this Agreement.

IN WITNESS THEREOF, CITY and CONTRACTOR have executed this Agreement as of the Day and year first above written.

CITY OF GOLETA  
A Municipal Corporation

EASY LIFT TRANSPORTATION, INC.

By Len Wood  
Len Wood,  
INTERIM CITY MANAGER

By Robert Westwick  
Robert Westwick  
EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

By Julie Hayward Biggs  
Julie Hayward Biggs  
CITY ATTORNEY

By Karen Johnson  
Karen Johnson  
SECRETARY

ATTEST:

By Luci Romero Serlet  
Luci Romero Serlet  
INTERIM CITY CLERK

**ATTACHMENT 3**

**Easy Lift Transportation, Inc. FY2008-2009 Budget**

## Easy Lift Transportation Profit & Loss Budget Overview July 2008 through June 2009

Jul '08 - Jun 09

Ordinary Income/Expense

Income

4103 · DONATIONS/RESTRICTED	40,000.00
4101 · FUNDRAISING/DONATIONS	201,187.00
4101 · FUNDRAISING EVENT	15,000.00
4104 · STATE STA FUNDS	66,000.00
4120 · MTD/ADA FEES	522,192.00
4152 · HEALTH CARE SERVICES	36,500.00
4174 · REFUNDS ON FEES/ FUEL TAX	2,800.00
4176 · EZ RADIO NETWORK	546.00
4177 · CASH FARES	64,130.00
4186 · RIDE TICKET SALES	54,000.00
4187 · SUBSCRIPTIONS/CHARTERS	32,625.00
4190 · STATE TDA/LTF	367,984.00
4192 · MEASURE D- REGIONAL	75,714.00
4193 · MEASURE D- SB CITY	229,416.00
4194 · MEAS.D- SB COUNTY	63,000.00
4195 · MEAS.D- CITY OF CARP.	12,612.00
4199 · MEASURE D-GOLETA	27,506.00
4201 · INTEREST INCOME	5,300.00

Total Income 1,816,512.00

Expense

5201 · HEALTH INSURANCE	87,252.00
5202 · LIFE INSURANCE	3,450.00
5203 · UNIFORMS	1,200.00
5204 · PHYSICALS	
5204-A · DRUG TESTING	4,900.00
5204 · PHYSICALS - Other	2,200.00
Total 5204 · PHYSICALS	7,100.00
5205 · WORKERS COMPENSATION	140,000.00
5210 · OTHER EMPLOYEE BENEFITS	4,500.00
5300 · OUTSIDE SERVICES	
5300A · OUTSIDE SERVICES PAYROLL PROC	2,850.00
5300B · WORK STUDY INTERNS	4,500.00
5300C · OUTSIDE SERVICES - OTHER	480.00
Total 5300 · OUTSIDE SERVICES	7,830.00
5301 · PROF/ LEGAL CONSULT	4,500.00
5302 · PROF/ CPA	10,000.00
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	7,224.00
5413 · LEASE/POSTAGE METER	1,952.00
5415 · OFFICE SUPPLIES	5,300.00
5416 · EQUIPMENT PURCHASE	3,000.00
5419 · OPERATIONS EXPENSE	3,300.00

Easy Lift Transportation  
Profit & Loss Budget Overview  
July 2008 through June 2009

	<u>Jul '08 - Jun 09</u>
5420 · POSTAGE	1,700.00
5422 · MERCHANT FEES/BANK CHARGES	840.00
5425 · PRINTING	4,500.00
5432 · TELEPHONE/INTERNET	17,760.00
5433 · SECURITY	584.00
5500 · VEHICLE MAINTENANCE	80,500.00
5515 · FUEL	222,556.00
5520 · LICENSE FEES/SMOG	2,200.00
5601 · INSURANCE/AUTO	80,817.00
5602 · GEN. LIABILITY INSURANCE	5,792.00
5603 · D&O and EMP. PRACTICES INS.	4,610.00
5701 · DUES	975.00
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	13,500.00
5751 · FUNDRAISING EVENT	15,000.00
5755 · ADVERTISING/EMPLOYMENT	1,100.00
5859 · INTEREST	400.00
6560 · PAYROLL EXPENSES	
6562 · INCENTIVE BONUSES	0.00
6565 · CASH FRINGE BENEFITS	1,800.00
6560 · PAYROLL EXPENSES - Other	<u>941,400.00</u>
Total 6560 · PAYROLL EXPENSES	<u>943,200.00</u>
6564 · PAYROLL TAX EXPENSE	<u>73,960.00</u>
Total Expense	<u>1,816,512.00</u>
Net Ordinary Income	<u>0.00</u>



## **ATTACHMENT 4**

### **Amendment No. 3 to Agreement for Paratransit Services**

**AMENDMENT NO. 3  
AGREEMENT FOR PARATRANSIT SERVICES  
City of Goleta – Easy Lift Transportation**

**WHEREAS,** The **AGREEMENT FOR PARATRANSIT SERVICES** (“AGREEMENT”), made and entered into the 5<sup>th</sup> day of July 2005, by and among the City of Goleta, a California municipal corporation (“CITY”) and Easy Lift Transportation, Inc, a California corporation, (“EASY LIFT”); and

**WHEREAS,** On August 19, 2008, City Council authorized an Amendment No. 3 to the agreement to extend through Fiscal Year 2008-2009 to provide paratransit services for the City of Goleta.

**In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:**

AMENDMENT 1 City Council authorized the City Manager to execute an Amendment to Agreement for Paratransit Services with Easy Lift Transportation, Inc. to extend through Fiscal Year 2008-2009, to provide paratransit services for the City of Goleta, as described in the proposal, in an amount not to exceed \$27,506.

All other provisions of the agreement remain in full force and affect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed the day and year first above written.

CITY OF GOLETA

EASY LIFT TRANSPORTATION, INC.

By \_\_\_\_\_  
Daniel Singer, City Manager

By \_\_\_\_\_  
Ernesto Paredes, Executive Director

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_

## **ATTACHMENT 5**

**City of Goleta – Measure D 2-Year Program of Projects  
FY 2008-2009 to FY 2009-2010 (without list of streets)**

EXHIBIT A

**CITY OF GOLETA**  
**MEASURE D 2 YEAR PROGRAM OF LOCAL PROJECTS**  
**FY 2008/2009 - FY 2009/2010**  
 (Amount shown in \$1000s)

PROJECT DESCRIPTION	08/09			09/10			3 Year Total	Funding Source and Amount				
	08/09	09/10	09/10	Measure D	Other Local	State		Federal				
Street Maintenance and Improvements*	\$1,148	\$1,226		\$2,374								
Miscellaneous Concrete Repairs*	\$122	\$122		\$244				\$244				
Street Tree and Median Maintenance	\$275	\$275		\$550				\$550				
Paratransit (Easy Lift)	\$27	\$28		\$55				\$55				
MTD Lines 6 & 11 Enhancements	\$63	\$65		\$128				\$128				
<b>TOTAL</b>	<b>\$1,635</b>	<b>\$1,716</b>		<b>\$3,351</b>				<b>\$3,351</b>				
Estimated Apportionments	\$1,635	\$1,716		\$3,351				\$3,351				
Unallocated Apportionments	\$0	\$0		\$0				\$0				

\* A draft list of streets for repairs is provided in the following table and as provided in the City of Goleta Staff Report dated April 15, 2008.