



## **A M E N D E D**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO)  
BOARD OF DIRECTORS AGENDA  
REGULAR MEETING  
AUGUST 26, 2016 – 8:30 AM  
SCOTTS VALLEY CITY CHAMBERS  
ONE CIVIC CENTER DRIVE  
SCOTTS VALLEY, CA 95066**

MISSION STATEMENT: "To provide a public transportation service that enhances personal mobility and creates a sustainable transportation option in Santa Cruz County through a cost-effective, reliable, accessible, safe, clean and courteous transit service."

The Board Meeting Agenda Packet can be found online at [www.SCMTD.com](http://www.SCMTD.com) and is available for inspection at Santa Cruz Metro's Administrative offices at 110 Vernon Street, Santa Cruz, California.

This document has been created with accessibility in mind. With the exception of the Structural Deficit Workshop materials, certain 3rd party and other attachments, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to [accessibility@scmtd.com](mailto:accessibility@scmtd.com)

### **BOARD ROSTER**

Director Ed Bottorff	City of Capitola
Director Dene Bustichi	City of Scotts Valley
Director Karina Cervantez	City of Watsonville
Director Cynthia Chase	City of Santa Cruz
Director Jimmy Dutra, Vice Chair	City of Watsonville
Director Zach Friend	County of Santa Cruz
Director Norm Hagen	County of Santa Cruz
Director Don Lane	City of Santa Cruz
Director John Leopold	County of Santa Cruz
Director Bruce McPherson	County of Santa Cruz
Director Mike Rotkin, Chair	County of Santa Cruz
Ex-Officio Director Donna Blitzer	UC Santa Cruz
Alex Clifford	METRO CEO/General Manager
Leslyn K. Syren	METRO District Counsel

### **TITLE 6 - INTERPRETATION SERVICES / TÍTULO 6 - SERVICIOS DE TRADUCCIÓN**

Spanish language interpretation and Spanish language copies of the agenda packet are available on an as-needed basis. Please make advance arrangements with the Executive Assistant at 831-426-6080. Interpretación en español y traducciones en español del paquete de la agenda están disponibles sobre una base como-necesaria. Por favor, hacer arreglos por adelantado con Coordinador de Servicios Administrativos al numero 831-426-6080.

### **AMERICANS WITH DISABILITIES ACT**

The Board of Directors meets in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, or to access the agenda and the agenda packet (including a Spanish language copy of the agenda packet), should contact the Executive Assistant, at 831-426-6080 as soon as possible in advance of the Board of Directors meeting.

Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting Santa Cruz METRO regarding special requirements to participate in the Board meeting. For information regarding this agenda or interpretation services, please call Santa Cruz METRO at 831-426-6080.

### **SECTION I: OPEN SESSION**

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

- 1 CALL TO ORDER**
- 2 ROLL CALL**
- 3 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**  
[Leslyn Syren, General Counsel](#)
- 4 ADJOURN TO CLOSED SESSION**

### **SECTION II: CLOSED SESSION AGENDA**

- 5 CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION**  
Significant exposure to litigation pursuant to Government Code Section 54956.9 (b) & (c) – one case
- 6 PUBLIC EMPLOYMENT (Government Code Section 54957)**  
District Counsel

### **SECTION III: RECONVENE TO OPEN SESSION**

- 7 ANNOUNCEMENTS**
  - 7-1. Spanish language interpretation will be available during "Oral Communications" and for any other agenda item for which these services are needed.
  - 7-2. Today's meeting is being broadcast by Community Television of Santa Cruz County.

### **8 BOARD OF DIRECTORS COMMENTS**

### **9 COMMUNICATIONS TO THE BOARD OF DIRECTORS**

This time is set aside for Directors and members of the general public to address any item not on the Agenda which is within the subject matter jurisdiction of the Board. No action or discussion shall be taken on any item presented except that any Director may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Santa Cruz METRO will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. Any Director may place matters brought up under Communications to the Board of Directors on a future agenda. In accordance with District Resolution 613-2-1, speakers appearing at a Board meeting shall be limited to three minutes in his or her presentation. Any person addressing the Board may submit written statements, petitions or other documents to complement his or her presentation. When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

- 10 WRITTEN COMMUNICATIONS FROM MAC (if applicable)
- 11 LABOR ORGANIZATION COMMUNICATIONS
- 12 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

### CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one motion. All items removed will be considered later in the agenda. The Board Chair will allow public input prior to the approval of the Consent Agenda items.

#### 13-01 APPROVE: RECOMMENDED ACTION ON TORT CLAIMS

[Leslyn Syren, District Counsel](#)

#### 13-02 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTHS OF JUNE - JULY 2016

[Angela Aitken, Finance Manager](#)

#### 13-03 ACCEPT AND FILE: YEAR TO DATE MONTHLY FINANCIAL REPORTS AS OF APRIL AND MAY 2016

[Angela Aitken, Finance Manager](#)

#### 13-04 ACCEPT AND FILE: MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF JUNE 24, 2016

[Alex Clifford, CEO/General Manager](#)

#### 13-05 ACCEPT AND FILE: MINUTES FOR THE METRO ADVISORY COMMITTEE (MAC) SPECIAL MEETING OF MAY 18, 2016

[Alex Clifford, CEO/General Manager](#)

#### 13-06 ACCEPT AND FILE: METRO PARACRUZ OPERATIONS STATUS REPORT FOR APRIL, MAY AND JUNE 2016

[April Warnock, ParaCruz Superintendent](#)

#### 13-07 ACCEPT AND FILE: SANTA CRUZ METRO SYSTEM RIDERSHIP REPORTS FOR THE FOURTH QUARTER OF FY16

[Barrow Emerson, Planning and Development Manager](#)

#### 13-08 ACCEPT AND FILE: QUARTERLY STATUS REPORT OF ACTIVE GRANTS, GRANT APPLICATIONS AND OPPORTUNITIES FOR APRIL - JUNE 2016

[Thomas Hiltner, Grants/Legislative Analyst](#)

#### 13-09 APPROVE: CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS FOR SECURITY UPGRADE TO THE MECHANICAL PLATFORM AT THE JUDY K. SOUZA OPERATIONS FACILITY

[Al Pierce, Maintenance Manager](#)

#### 13-10 APPROVE: CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS FOR EARTHWORK AND GRADING AT 135 DUBOIS STREET, SANTA CRUZ

[Al Pierce, Maintenance Manager](#)

- 13-11 APPROVE: CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR COURIER SERVICES**  
*Ciro Aguirre, COO*
- 13-12 APPROVE: CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR SECURITY SURVEILLANCE CONSULTANT SERVICES FOR THE JUDY K. SOUZA OPERATIONS FACILITY AND FUEL & WASH FACILITY**  
*Ciro Aguirre, COO*
- 13-13 APPROVE: CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE CEO TO SUBMIT APPLICATIONS AND EXECUTE AGREEMENTS FOR GRANTS FROM THE FEDERAL TRANSIT ADMINISTRATION AND FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**  
*Thomas Hiltner, Grants/Legislative Analyst*
- 13-14 APPROVE: CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE CEO TO SUBMIT AN APPLICATION AND SIGN NECESSARY AGREEMENTS TO OBTAIN PROPOSITION 1B FUNDING FROM THE FY16 CALIFORNIA TRANSIT SECURITY GRANT PROGRAM**  
*Barrow Emerson, Planning and Development Manager*
- 13-15 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A ONE YEAR EXTENSION AMENDMENT TO THE CONTRACT FOR TRANSIT SERVICES WITH THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ (UCSC) BEGINNING SEPTEMBER 1, 2016**  
*Barrow Emerson, Planning and Development Manager*
- 13-16 APPROVE: CONSIDERATION OF APPROVAL OF AUDIT ENGAGEMENT LETTER WITH BROWN ARMSTRONG ACCOUNTANCY CORPORATION FOR FINANCIAL AUDIT AND TAX SERVICES FOR THE FISCAL YEAR ENDED JUNE 30, 2016**  
*Angela Aitken, Finance Manager*
- 13-17 APPROVE: CONSIDERATION OF RESOLUTION APPROVING THE FY17 REVISED CAPITAL BUDGET**  
*Angela Aitken, Finance Manager*
- 13-18 APPROVE: CONSIDERATION OF DECLARING FIVE (5) NEW FLYER BUSES, ONE (1) 2001 CHEVROLET VENTURE ACTIVAN, AND AN UNDERGROUND TANK AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION**  
*Angela Aitken, Finance Manager*
- 13-19 APPROVE: CONSIDER RATIFICATION OF A 5-YEAR LEASE AGREEMENT WITH AHMED SABA, DBA METRO MARKET**  
*Angela Aitken, Finance Manager*
- 13-20 APPROVE: RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY17 WITH ZURICH AMERICAN INSURANCE COMPANY**  
*Angela Aitken, Finance Manager*

- 13-21 APPROVE: CONSIDERATION OF A PROPOSAL TO AMEND THE MANAGEMENT COMPENSATION PLAN AND ADOPT HOURLY RATE SCHEDULES**  
*Alex Clifford, CEO/General Manager*
- 13-22 APPROVE: AUTHORIZE THE CEO TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG)**  
*Alex Clifford, CEO/General Manager*
- 13-23 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A THIRD AMENDMENT TO THE LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 2880 RESEARCH PARK DRIVE IN SOQUEL**  
*April Warnock, ParaCruz Superintendent*
- 13-24 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO RK & ASSOCIATES, INC. FOR RECONSTRUCTING ADA ACCESSIBLE CONCRETE AREAS AND RELATED SITE WORK NOT TO EXCEED \$252,000**  
*Erron Alvey, Purchasing Manager*

#### REGULAR AGENDA

- 14 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS FOR LES BECK, PEDRO GUTIERREZ, OSCAR HERRERA, ESTEVAN RUIZ, SALVADOR TOLENTINO, AND SHARON TOLINE**  
*Chair Mike Rotkin*
- 15 PRESENTATION OF SUPERVISORY CLASS GRADUATES: ERRON ALVEY, RHIANNON AXTON, BARROW EMERSON, HARLAN GLATT, ANNA MARIE GOUVEIA, ISAAC HOLLY, GILLIAN MCGLAZE, SHAWN O'DONNELL, PETER PENA, MATTHEW PYKA, MICHAEL "WILL" REGAN, BRUCE RHODES, FREDDY ROCHA, SUZANNE SILVA, SHARON TOLINE AND ELMER TORRES**  
*Robyn D. Slater, Human Resources Manager*
- 16 RESOLUTION OF APPRECIATION, RETIREES: OLIVIA DIAZ, JOSEPH HYMAN, DARRYL S. JUAN, MANUEL MARTINEZ, PETER MILBURN AND GUSTAVO MUNGUIA**  
*Chair Mike Rotkin*
- 17 ORAL RECOGNITION OF LEADERSHIP SANTA CRUZ CLASS #31**  
*Alex Clifford, CEO/General Manager*
- 18 APPROVE: LIABILITY AND PHYSICAL DAMAGE CLAIMS SERVICES**  
*Alex Clifford, CEO/General Manager*
- 19 ACCEPT AND FILE: COMPREHENSIVE OPERATIONAL ANALYSIS (COA) AND FALL SERVICE CHANGE UPDATE**  
*Barrow Emerson, Planning and Development Manager*

- 20 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A CONTRACT FOR TRANSIT SERVICES WITH THE CABRILLO COLLEGE BEGINNING SEPTEMBER 8, 2016**  
*Barrow Emerson, Planning and Development Manager*
- 21 APPROVE: CONSIDERATION OF A REQUEST FROM CABRILLO COLLEGE TO BE ESTABLISHED AS AN EX-OFFICIO DIRECTOR ON THE METRO BOARD**  
*Barrow Emerson, Planning and Grants Manager*
- 22 ACCEPT AND FILE: REPORT ON FY16 FTA TRIENNIAL REVIEW**  
*Angela Aitken, Finance Manager*
- 23 APPROVE: ESTABLISHMENT OF THREE BOARD STANDING COMMITTEES**  
*Alex Clifford, CEO/General Manager*
- 24 APPROVE: BOARD SUPPORT FOR THE TRANSPORTATION SALES TAX MEASURE**  
*Alex Clifford, CEO/General Manager*
- 25 APPROVE: CONSIDER COMMITTING ADDITIONAL LOCAL FUNDS FOR GRANTS TO THE FEDERAL TRANSIT ADMINISTRATION BUS AND BUS FACILITIES PROGRAM AND TO THE MONTEREY BAY AIR RESOURCES DISTRICT EMISSION REDUCTION PROGRAM FOR CAPITAL IMPROVEMENT PROJECTS**  
*Thomas Hiltner, Grants/Legislative Analyst*
- 26 APPROVE: CONSIDER A RESOLUTION TO REALLOCATE ADDITIONAL FY15 PACIFIC STATION PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACT FUNDS (PTMISEA) TO METROBASE AND TO THE REQUIRED LOCAL SHARE FOR NEW GRANTS**  
*Alex Clifford, CEO/General Manager*
- 27 APPROVE: CONSIDERATION OF APPROVAL OF THE HUMAN RESOURCES MANAGER RETENTION AND RECRUITMENT STRATEGY**  
*Alex Clifford, CEO/General Manager*
- 28 CEO TO GIVE ORAL REPORT**  
*Alex Clifford, CEO/General Manager*
- 29 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, SEPTEMBER 23, 2016 AT 8:30AM, SANTA CRUZ CITY COUNCIL, 809 CENTER STREET, SANTA CRUZ, CA**  
*Chair Mike Rotkin*
- 30 ADJOURNMENT**  
*Chair Mike Rotkin*

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day. The agenda packet and materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at [www.scmtd.com](http://www.scmtd.com) subject to staff's ability to post the document before the meeting.



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Leslyn Syren, District Counsel  
**SUBJECT: RECOMMENDED ACTION ON TORT CLAIMS**

**I. RECOMMENDED ACTION**

**That the Board of Directors approve staff recommendations for Claims for the Month of August 2016**

**II. SUMMARY**

This staff report provides the Board of Directors with recommendations on claims submitted to the Santa Cruz Metropolitan Transit District (METRO).

**III. DISCUSSION/BACKGROUND**

METRO's Risk Department received two claims for the month of August, 2016 for money or damages. As a public entity, METRO must act "within 45 days after the claim has been presented" (Govt C §912.4(a)). See staff recommendations in paragraph VI.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

None

**V. ALTERNATIVES CONSIDERED**

Within the 45-day period, the Board of Directors may take the following actions:

- Reject the claim entirely;
- Allow it in full;
- Allow it in part and reject the balance;
- Compromise it, if the liability or amount due is disputed (Govt C §912.4(a)); or
- Do nothing, and allow the claim to be denied by operation of law (Govt C §912.4 (c)).

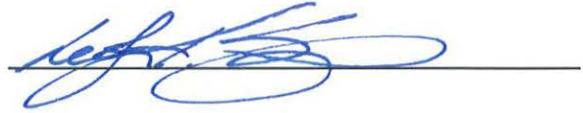
**VI. DESCRIPTION OF CLAIMS**

Claimant	Claim #	Description	Recommended Action
Martin, Kevin	16-0009	Property damage claim alleging an incident on 7/29/16 at Ocean St. and Water St., Santa Cruz	Reject
Pinon, Leonard	16-0010	Property damage claim as a result of an incident on 7/16/16 on Clifford Ave., Watsonville	Reject

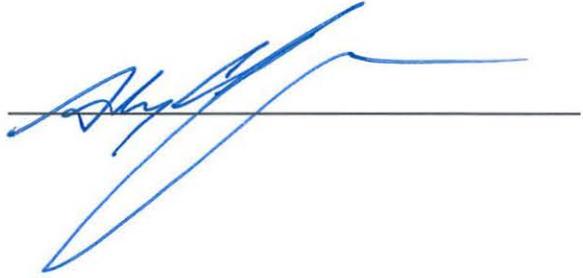
Prepared By: Tom Szeszowicki, Safety Specialist

**VII. APPROVALS:**

Approved as to form:  
Leslyn K. Syren, District Counsel



Alex Clifford, CEO/General Manager



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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT: ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL  
DETAIL FOR THE MONTHS OF JUNE - JULY 2016**

**I. RECOMMENDED ACTION**

**That the Board of Directors accept and file the preliminary approved Check Journal Detail for the months of June - July 2016.**

**II. SUMMARY**

- This staff report provides the Board with a preliminary approved Check Journal Detail for the months of June - July 2016.
- The Finance Department is submitting the check journal for Board acceptance and filing.

**III. DISCUSSION/BACKGROUND**

This preliminary approved Check Journal Detail provides the Board with a listing of the vendors and amounts paid out on a monthly cash flow basis (Operating and Capital expenses).

All invoices submitted for the months of June - July 2016 have been processed, checks issued and signed by the Finance Manager.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

None. The check journal is a presentation of invoices paid in June - July 2016 for purposes of Board review, agency disclosure, accountability and transparency.

**V. ALTERNATIVES CONSIDERED**

N/A

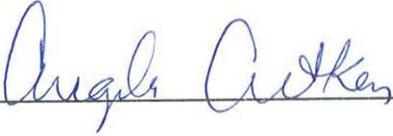
**VI. ATTACHMENTS**

**Attachment A:** Check Journal Detail for the Months of June – July 2016

Prepared By: Holly Riley, Senior Accounting Technician

**VII. APPROVALS:**

Angela Aitken, Finance Manager

  
\_\_\_\_\_

Alex Clifford, CEO/General Manager

  
\_\_\_\_\_

# Attachment A

DATE 07/25/16 13:17

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
CHECK JOURNAL DETAIL BY CHECK NUMBER  
ALL CHECKS FOR ACCOUNTS PAYABLE

PAGE 1

DATE: 06/01/16 THRU 06/30/16

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
56145	06/06/16	002941	102.90	AA SAFE & SECURITY CO		72140	KEYS TRASH ENCLOSURE	31.97	
						72158	KEYS OPS	9.59	
						72159	KEYS OPS	14.78	
						72160	KEYS OPS	7.30	
						72161	KEY OPS	39.26	
56146	06/06/16	003151	637.17	ABC BUS INC		72155	COACH DOWN	637.17	
56147	06/06/16	E636	162.69	AGUIRRE, CIRO		72191	MEETING REIMBURSEMENT	162.69	
56148	06/06/16	00382	778.00	AIRTEC SERVICE INC.		72181	RPR HVAC CONTACTORS	778.00	
56149	06/06/16	001348	4,646.33	ATHENS INSURANCE SERVICE, INC.		72170	JUN 16 TPA FEES	4,646.33	
56150	06/06/16	E251	150.00	BARTHOLOMEW, JON		72120	DMV EXAM REIMBURSEME	150.00	
56151	06/06/16	909	4,554.38	CLASSIC GRAPHICS		72118	RPR BUS #2211	4,554.38	
56152	06/06/16	E957	1,142.29	CLIFFORD, ALEX		72121	TRAVEL REIMBURSEMENT	1,142.29	
56153	06/06/16	003204	8,100.00	CREEKSIDE COURT REPORTING LLC		72182	COA STENOGRAPHER	820.00	
						72183	COA STENOGRAPHER	900.00	
						72184	COA STENOGRAPHER	900.00	
						72185	COA STENOGRAPHER	910.00	
						72186	COA STENOGRAPHER	1,040.00	
						72187	COA STENOGRAPHER	930.00	
						72188	COA STENOGRAPHER	840.00	
						72189	COA STENOGRAPHER	890.00	
						72190	COA STENOGRAPHER	870.00	
56154	06/06/16	003116	98.82	CUMMINS PACIFIC LLP		72143	RPR BUS #2812	98.82	
56155	06/06/16	001329	126.23	DOC AUTO LLC		72176	RPR VEH #1121 PC	126.23	
56156	06/06/16	003274	2,592.98	EAST BAY TIRE CO.		72133	TIRES	2,444.69	
						72136	TIRES PC	148.29	
56157	06/06/16	432	283.50	EXPRESS SERVICES INC.		72126	TEMP W/E 5/8/16	283.50	
56158	06/06/16	447	1,512.75	FERRIS HOIST & REPAIR, INC.		72142	ROTARY LIFT STEAM RM	1,512.75	
56159	06/06/16	002295	120.00	FIRST ALARM		72127	APR 16 DISPATCH PC	120.00	
56160	06/06/16	E618	150.00	FLECHTNER, PEGGY		72119	DMV EXAM REIMBURSEME	150.00	
56161	06/06/16	002952	9,555.92	FLYERS ENERGY LLC		72139	HUSKY 3360VR	191.43	
						72151	5/1-5/15 FUEL	1,921.79	
						72168	5/1-5/15 FUEL PC	7,442.70	
56162	06/06/16	003279	117.76	FRONTIER COMMUNICATIONS CORP		72122	4/16-5/15 SKY-RIVER	59.75	
56163	06/06/16	001302	253.96	GARDA CL WEST, INC.		72123	5/16-6/15 SKY-RIVER	58.01	
56164	06/06/16	002954	9,263.24	GCR TIRES & SERVICE		72166	JUN 16 SERVICES	253.96	
						72177	TIRES	119.63	
						72178	TIRES	9,143.61	
56165	06/06/16	647	299.54	GENFARE A DIV OF SPX CORP		72124	RPR FAREBOX	299.54	
56166	06/06/16	282	13.45	GRAINGER		72138	PETROLEUM JELLY	13.45	
56167	06/06/16	546	27.31	GRANITEROCK COMPANY		72180	POT HOLE RPR	27.31	
56168	06/06/16	E605	150.00	HERRERA, OSCAR		72169	DMV EXAM REIMBURSEME	150.00	
56169	06/06/16	E984	150.00	HILL, CAYLA		72179	MEETING REIMBURSEMEN	150.00	
56170	06/06/16	166	63.17	HOSE SHOP, THE INC		72149	REUS FITTING	40.11	
						72150	NON INVENTORY ITEMS	23.06	
56171	06/06/16	878	1,995.12	KELLY SERVICES, INC.		72164	TEMP W/E 5/15/16	886.72	
						72165	TEMP W/E 5/8/16	1,108.40	

# Attachment A

DATE 07/25/16 13:17

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
CHECK JOURNAL DETAIL BY CHECK NUMBER  
ALL CHECKS FOR ACCOUNTS PAYABLE

PAGE 2

DATE: 06/01/16 THRU 06/30/16

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
56172	06/06/16	2,150.22 001233	KIMBALL MIDWEST	72156			INVENTORY ORDER	2,150.22	
56173	06/06/16	187.19 039	KINKO'S INC.	72173			RIBBON CUTTING	187.19	
56174	06/06/16	936.00 003271	KJRB INC	72134			TOWING BUS #9809	576.00	
				72135			TOWING BUS #9814	360.00	
56175	06/06/16	208.09 003059	MAILFINANCE INC	72129			6/7-9/6 LEASE PC	208.09	
56176	06/06/16	4,072.78 001063	NEW FLYER IND. CANADA ULC DBA	72146			INVENTORY ORDER	1,732.32	
				72147			INVENTORY ORDER	267.16	
				72148			INVENTORY ORDER	831.63	
				72152			INVENTORY ORDER	24.54	
				72153			INVENTORY ORDER	187.11	
				72154			INVENTORY ORDER	1,030.02	
56177	06/06/16	990.00 003115	OFFICE TEAM	72125			TEMP W/E 5/13/16	990.00	
56178	06/06/16	398.68 043	PALACE ART & OFFICE SUPPLY	72141			OFFICE SUPPLIES	50.57	
				72172			OFFICE SUPPLIES	348.11	
56179	06/06/16	198.33 061	REGISTER PAJARONIAN LLC	72174			PUBLIC HEARING NOTIC	96.83	
				72175			PUBLIC HEARING NOTIC	101.50	
56180	06/06/16	1,347.80 003024	RICOH USA, INC CA	72167			5/16-5/17ANNUAL RATE	1,347.80	
56181	06/06/16	9.37 107A	SAN LORENZO LUMBER & HOME CTR	72157			MOUNT PROJECTOR OPS	9.37	
56182	06/06/16	40.00 001292	SANTA CRUZ RECORDS MNGMT INC	72192			MAY 16 SHREDDING PC	40.00	
56183	06/06/16	1,429.43 977	SANTA CRUZ TRANSPORTATION, LLC	72130			APR 16 SERVICE PC	1,429.43	
56184	06/06/16	42.47 E239	SLATER, ROBYN	72171			TRAVEL REIMBURSEMENT	42.47	
56185	06/06/16	338.01 001976	SPORTWORKS NORTHWEST, INC.	72137			INVENTORY ORDER	338.01	
56186	06/06/16	435.73 003268	TWO GO LLC DBA MONTEREY BAY	72162			RPR VEH #1125 PC	343.35	
				72163			RPR VEH #1127 PC	92.38	
56187	06/06/16	13.98 003152	UNIFIRST CORPORATION	72131			CLEANING SUPPLIES PC	6.99	
				72132			CLEANING SUPPLIES PC	6.99	
56188	06/06/16	2,323.78 002829	VALLEY POWER SYSTEMS, INC.	72144			INVENTORY ORDER	2,323.78	
56189	06/13/16	1,736.54 003151	ABC BUS INC	72204			INVENTORY ORDER	1,736.54	
56190	06/13/16	3,533.30 003283	ACCOUNTEMPS A ROBERT HALF CO	72243			TEMP W/E 5/6/16	750.90	
				72244			TEMP W/E 5/13/16	1,391.20	
				72276			TEMP W/E 5/20/16	1,391.20	
56191	06/13/16	959.63 003105	AT&T MOBILITY	72193			4/24-5/23 WIRELESS	959.63	
56192	06/13/16	81.84 667	CITY OF SCOTT'S VALLEY	72211			3/15-5/15 SEWER SVT	81.84	
56193	06/13/16	1,086.86 130	CITY OF WATSONVILLE UTILITIES	72212			5/18 WASTE WTC	757.12	
				72213			4/18-5/16 WATER WTC	291.39	
				72214			4/18-5/16 WATER WTC	38.35	
56194	06/13/16	47,726.36 001124	CLEAN ENERGY	72216			MAY 16 MAINT SERVICE	14,842.00	
				72274			LNG 5/4/16	7,879.54	
				72275			LNG 5/7/16	9,579.18	
				72281			LNG 5/9/16	6,906.77	
				72282			LNG 5/2/16	8,518.87	
56195	06/13/16	505.35 E957	CLIFFORD, ALEX	72194			TRAVEL REIMBURSEMENT	505.35	
56196	06/13/16	2,064.73 075	COAST PAPER & SUPPLY INC.	72205			INVENTORY ORDER	2,064.73	
56197	06/13/16	4,305.42 003275	CONSTRUCTION SPECIALTIES INC	72240			AUTO DOOR MATS WT SM	4,305.42	
56198	06/13/16	633.40 002814	CREATIVE BUS SALES, INC.	72209			INVENTORY ORDER	633.40	
56199	06/13/16	253.20 003116	CUMMINS PACIFIC LLP	72272			INVENTORY ORDER	253.20	

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56200	06/13/16	2,126.25 002946		DAY WIRELESS SYSTEMS		72260	MAY 16 MAINTENANCE	2,126.25	
56201	06/13/16	1,312.16 002949		DEANE INDUSTRIAL MACHINING		72229	RPR VEH #2806	1,312.16	
56202	06/13/16	810.19 480		DIESEL MARINE ELECTRIC, INC.		72267	INVENTORY ORDER	810.19	
56203	06/13/16	3,019.06 003274		EAST BAY TIRE CO.		72245	TIRES	986.58	
						72246	TIRES	986.58	
						72261	TIRES	148.29	
						72262	TIRES	309.63	
						72263	TIRES	117.40	
						72264	TIRES	470.58	
56204	06/13/16	413.46 E980		EUSSE-GIL, ANDREA		72280	TRAVEL REIMBURSEMENT	413.46	
56205	06/13/16	340.20 432		EXPRESS SERVICES INC.		72277	TEMP W/E 5/22/16	340.20	
56206	06/13/16	130.92 647		GENFARE A DIV OF SPX CORP		72259	INVENTORY ORDER	130.92	
56207	06/13/16	1,456.93 282		GRAINGER		72198	HOSE GUIDES	439.73	
						72219	INVENTORY ORDER	236.16	
						72220	INVENTORY ORDER	24.58	
						72221	OUTLET COVERS	65.04	
						72222	INVENTORY ORDER	96.49	
						72223	INVENTORY ORDER	132.73	
						72224	INVENTORY ORDER	462.20	
56208	06/13/16	194.64 E021		HILTNER, THOMAS		72279	TRAVEL REIMBURSEMENT	194.64	
56209	06/13/16	2,432.50 R612		HOWIE & SMITH, L.L.P.		72227	SC 07-14-17	2,432.50	
56210	06/13/16	937.58 1117		KELLEY'S SERVICE INC.		72253	INVENTORY ORDER	120.00	
						72254	INVENTORY ORDER	34.06	
						72255	INVENTORY ORDER	96.25	
						72256	INVENTORY ORDER	101.56	
						72257	INVENTORY ORDER	362.14	
						72258	INVENTORY ORDER	223.57	
56211	06/13/16	2,659.54 216		LABOR READY, INC.		72236	TEMP W/E 5/20/16	1,329.77	
						72270	TEMP W/E 5/27/16	1,329.77	
56212	06/13/16	3,225.00 003195		LANDAVERY, CARLOS G.		72201	5/2-5/13 TRANSLATION	3,225.00	
56213	06/13/16	13,413.69 003017		MANSFIELD OIL CO OF GAINSVILLE		72242	DIESEL 5/12/16	13,413.69	
56214	06/13/16	227.50 003249		MAXIMUM OIL SERVICE LLC		72195	WASTE OIL PICK UP	227.50	
56215	06/13/16	10,091.97 001063		NEW FLYER IND. CANADA ULC DBA		72199	INVENTORY ORDER	8,508.43	
						72200	INVENTORY ORDER	553.98	
						72231	INVENTORY ORDER	141.08	
						72247	INVENTORY ORDER	295.30	
						72248	RPR VEH #2229	587.79	
						72249	INVENTORY ORDER	5.39	
56216	06/13/16	109.98 002721		NEXTEL COMMUNICATIONS/SPRINT		72228	4/26-5/25 TVM WIRELE	109.98	
56217	06/13/16	1,585.91 004		NORTH BAY FORD LINC-MERCURY		72241	RPR VEH #2604 PC	1,569.81	
						72250	RPR VEH #9951	16.10	
56218	06/13/16	1,980.00 003115		OFFICE TEAM		72268	TEMP W/E 5/20/16	990.00	
						72269	TEMP W/E 5/27/16	990.00	
56219	06/13/16	16,335.42 009		PACIFIC GAS & ELECTRIC		72197	4/28-5/26 PACIFIC	2,514.39	
						72232	4/25-5/23 1200B RIV	60.25	
						72233	4/25-5/23 GOLF CLUB	6,420.40	

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56220	06/13/16	4,334.21 043		PALACE ART & OFFICE SUPPLY		72234	4/25-5/23 VERNON	5,320.02	
56221	06/13/16	75.50 481		PIED PIPER EXTERMINATORS, INC.		72235	4/23-5/23 1200B RIVE	2,020.36	
56222	06/13/16	40,694.30 002939		PREFERRED BENEFIT		72202	OFFICE SUPPLIES	163.59	
56223	06/13/16	243.79 E969		PYE, GINA		72226	OFFICE FURN ADMIN	4,170.62	
56224	06/13/16	11.35 536		RIVERSIDE LIGHTING & ELECTRIC		72215	MAY 16 PEST WTC	75.50	
56225	06/13/16	1,570.51 018		SALINAS VALLEY FORD SALES INC		72238	JUN 16 DENTAL	40,694.30	
56226	06/13/16	1,275.00 307		SANTA CRUZ CHAMBER OF COMMERCE		72252	MEETING REIMBURSEMENT	243.79	
56227	06/13/16	149.00 122		SCMTD PETTY CASH - OPS		72237	REPLACED LOCK WTC	11.35	
56228	06/13/16	1,486.19 681		SCOTTS BODY SHOP CORP		72265	RPR VEH #2603 PC	1,570.51	
56229	06/13/16	10.40 002459		SCOTTS VALLEY WATER DISTRICT	7	72273	7/1-6/30/17 MEMBERSH	1,275.00	
56230	06/13/16	2,500.00 002267		SHAW / YODER / ANTIWTH, INC.		72271	REPLENISHMENT	149.00	
56231	06/13/16	4,340.50 002871		STATE ELECTRIC GENERATOR		72208	RPR VEH #1115 PC	1,486.19	
56232	06/13/16	48.77 001008		SWAGELOK NORTHERN CALIFORNIA		72196	4/30-5/31 WATER SVTC	10.40	
56233	06/13/16	213.51 001040		TERRYBERRY CO., LLC		72278	JUN 16 LEGISLATE SVC	2,500.00	
56234	06/13/16	220.21 582		TOYOTA OF SANTA CRUZ		72225	OUTLETS WTC-TENANT	4,340.50	
56235	06/13/16	327.78 003152		UNIFIRST CORPORATION		72203	LONGEVITY AWARD	48.77	
56236	06/13/16	53.69 007		UNITED PARCEL SERVICE		72266	RPR VEH #804	213.51	
56237	06/13/16	490.70 221		VEHICLE MAINTENANCE PROG INC		72207	MATS TOWELS PC	220.21	
56238	06/13/16	10,591.96 001043		VISION SERVICE PLAN		72217	LAUNDRY SERVICE	251.78	
56239	06/13/16	48.97 186		WILSON, GEORGE H., INC.		72218	CLEANING SUPPLIES	69.01	
56240	06/20/16	173.25 002069		A TOOL SHED, INC.		72251	FREIGHT	53.69	
56241	06/20/16	232.68 002941		AA SAFE & SECURITY CO		72230	FLEETGUARD FILTER	490.70	
56242	06/20/16	1,200.02 003151		ABC BUS INC		72239	JUN 16 VISION	10,591.96	
56243	06/20/16	2,451.99 003283		ACCOUNTEMPS A ROBERT HALF CO		72206	INSTALL ACCESS DOORS	48.97	
56244	06/20/16	211.79 003019		AMERICAN REPROGRAPHICS CO LLC		72361	RPR LIGHT LANE 3	173.25	
56245	06/20/16	4,329.38 001D		AT&T		72314	KEYS WTC	84.83	
56246	06/20/16	1,269.23 003199		B & H FOTO & ELECTRONICS CORP		72330	KEYS VERNON	147.85	
56247	06/20/16	46.75 002363		BATTERIES PLUS #314		72377	INVENTORY ORDER	60.01	
56248	06/20/16	1,766.90 001356		BRENCO OPERATING-TEXAS, LP		72378	INVENTORY ORDER	746.17	
56249	06/20/16	1,178.09 001112		BRINKS AWARDS & SIGNS		72388	INVENTORY ORDER	227.78	
56250	06/20/16	6,601.04 001844		BRINKS INCORPORATED		72389	INVENTORY ORDER	166.06	
56251	06/20/16	1,800.00 616		BROWN ARMSTRONG		72290	TEMP W/E 5/27/16	1,339.03	
						72303	TEMP W/E 6/3/16	1,112.96	
						72401	REDLINES MB	211.79	
						72329	4/19-5/18 CALNET3	4,057.89	
						72373	4/19-5/18 CALNET3	146.59	
						72374	4/19-5/18 CALNET2	124.90	
						72366	VIDEO PROJECTOR MB	1,086.50	
						72367	VIDEO PROJECTOR MB	182.73	
						72359	BATTERIES	46.75	
						72321	INVENTORY ORDER	1,766.90	
						72364	MEMORIAL PLAQUE MB	1,178.09	
						72296	MAY 16 1200B SERVICE	4,220.90	
						72297	MAY 16 1200B SERVICE	2,380.14	
						72302	AUDIT FY16	1,800.00	

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56252	06/20/16	001324	5,250.00	CAPITALEGE ADVOCACY, INC.		72337	JUN 16 LEGISLATE SVC	5,250.00	
56253	06/20/16	002627	7,081.41	CDW GOVERNMENT, INC.		72370	OFFICE SUPPLIES	135.78	
						72371	OFFICE SUPPLIES	3,030.63	
						72372	OFFICE SUPPLIES	3,915.00	
56254	06/20/16	001346	497.41	CITY OF SANTA CRUZ-FINANCE		72305	LANDFILL	497.41	
56255	06/20/16	002109	2,160.00	CITY OF SANTA CRUZ/PARKING		72394	JUL-DEC PARKING	2,160.00	
56256	06/20/16	001124	31,778.46	CLEAN ENERGY		72315	PUMP GAUGE	134.42	
						72322	LNG 5/16/16	8,852.30	
						72323	LNG 5/18/16	7,246.10	
						72324	LNG 5/13/16	7,300.20	
						72325	LNG 5/11/16	8,245.44	
56257	06/20/16	E957	388.92	CLIFFORD, ALEX		72397	MEETING REIMBURSEMEN	272.44	
						72398	MEETING REIMBURSEMEN	5.00	
						72399	MEETING REIMBURSEMEN	87.34	
						72400	MEETING REIMBURSEMEN	24.14	
56258	06/20/16	075	15.01	COAST PAPER & SUPPLY INC.		72358	KEYS WTC	15.01	
56259	06/20/16	163	1,470.67	COMMUNITY PRINTERS, INC.		72347	UTU MOU PRINTING	680.39	
						72348	UTU MOU PRINTING	790.28	
56260	06/20/16	003270	73,495.42	CONTRACT WEST ROOFING INC		72294	ADMIN BLDG ROOF	73,495.42	
56261	06/20/16	002063	237.97	COSTCO		72318	OFFICE SUPPLIES	237.97	
56262	06/20/16	003116	7,288.08	CUMMINS PACIFIC LLP		72292	INVENTORY ORDER	490.46	
						72319	RPR VEH #2807	3,045.38	
						72320	RPR VEH #2806	3,752.24	
56263	06/20/16	002949	812.88	DEANE INDUSTRIAL MACHINING		72345	RPR CYLINDER HEAD	812.88	
56264	06/20/16	E986	30.34	DELFIN, MONIK		72381	TRAVEL REIMBURSEMENT	30.34	
56265	06/20/16	157	223.11	DELL MARKETING L.P.		72419	COMPUTER PAYROLL PRJ	223.11	
56266	06/20/16	003274	927.31	EAST BAY TIRE CO.		72334	TIRES	927.31	
56267	06/20/16	002295	40,367.88	FIRST ALARM		72299	MAY 16 SECURITY ALL	39,567.88	
56268	06/20/16	002952	9,919.19	FLYERS ENERGY LLC		72300	MAY 16 SECURITY HW	800.00	
56269	06/20/16	001189	9,462.96	GARY KENVILLE LOCKSMITH	7	72313	5/15-5/31 FUEL PC	7,398.96	
56270	06/20/16	002954	272.84	GCR TIRES & SERVICE	7	72354	5/16-5/31 FUEL	2,520.23	
56271	06/20/16	282	46.73	GRAINGER		72365	REKEY OPS BLDG MB	9,462.96	
						72383	TIRES PC	272.84	
						72384	HEADGEAR BLK	18.40	
56272	06/20/16	001097	272.85	GREENWASTE RECOVERY, INC.		72384	FACE SHIELD	28.33	
						72310	MAY 16 WASTE SVTC	253.11	
56273	06/20/16	E896	150.00	GRIFFIN, ALICIA		72311	MAY 16 WASTE MT HERM	19.74	
56274	06/20/16	003109	17,976.37	HANSON BRIDGETT LLP		72298	DMV EXAM REIMBURSEME	150.00	
						72295	M# 032117.00003	13,393.87	
						72327	M# 032117.00004	4,582.50	
56275	06/20/16	003178	70,639.00	HILL INTERNATIONAL INC		72363	APR 15 MB PROJ MGMT	70,639.00	
56276	06/20/16	E021	54.73	HILTNER, THOMAS		72379	TRAVEL REIMBURSEMENT	54.73	
56277	06/20/16	166	161.55	HOSE SHOP, THE INC		72335	INVENTORY ORDER	109.14	
						72360	RPR PRESSURE WASHER	52.41	
56278	06/20/16	878	2,216.80	KELLY SERVICES, INC.		72350	TEMP W/E 5/29/16	1,108.40	
						72351	TEMP W/E 5/22/16	1,108.40	

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56279	06/20/16	1,588.89 036		KELLY-MOORE PAINT CO., INC.		72375	PAINT	1,588.89	
56280	06/20/16	58.11 001233		KIMBALL MIDWEST		72390	CREDIT	-19.78	
56281	06/20/16	76.73 039		KINKO'S INC.		72391	NON INVENTORY ORDER	77.89	
56282	06/20/16	432.00 003271		KJRB INC		72328	BUSINESS CARDS	76.73	
56283	06/20/16	600.00 003195		LANDAVERY, CARLOS G.		72392	TOWING BUS #2807	432.00	
56284	06/20/16	2,688.00 003276		LUTRON SERVICE INC		72336	BOD MEET INTERPRETAT	600.00	
56285	06/20/16	157.10 003059		MAILFINANCE INC		72317	ANNUAL SUPPORT PLAN	2,688.00	
56286	06/20/16	1,943.59 003273		MGP XI REIT LLC		72339	5/28-6/27 LEASE ADM	157.10	
56287	06/20/16	2,597.97 003263		NEIL SIMMONS PHOTOGRAPHY INC.		72343	JUL 16 RENT	1,943.59	
56288	06/20/16	200.00 003061		NEOFUNDS BY NEOPOST DBA		72362	PHOTOGRAPHY SVC OPS	2,597.97	
56289	06/20/16	3,117.28 001063		NEW FLYER IND. CANADA ULC DBA		72349	*****-1598	200.00	
56290	06/20/16	71.71 004		NORTH BAY FORD LINC-MERCURY		72332	INVENTORY ORDER	134.39	
56291	06/20/16	78.80 002323		NORTHERN SAFETY CO., INC.		72333	INVENTORY ORDER	577.44	
56292	06/20/16	6,335.19 009		PACIFIC GAS & ELECTRIC		72341	INVENTORY ORDER	205.06	
56293	06/20/16	312.42 043		PALACE ART & OFFICE SUPPLY		72382	INVENTORY ORDER	2,200.39	
56294	06/20/16	1,058.00 002947		PEDALERS EXPRESS	7	72385	INVENTORY ORDER	71.71	
56295	06/20/16	180.00 187		POLAR RADIATOR SERVICE INC		72291	RPR SURGE TANK	78.80	
56296	06/20/16	200.40 003020		QUEST DIAGNOSTIC INC.		72352	DOT DRUG TEST	57.60	
56297	06/20/16	992.63 003024		RICOH USA, INC CA		72288	5/16-5/17 LEASE PC	2,985.62	
56298	06/20/16	601.65 002094		RICON CORPORATION		72376	INVENTORY ORDER	3,291.97	
56299	06/20/16	121.30 107A		SAN LORENZO LUMBER & HOME CTR		72331	RATCHET TIE DOWN	321.41	
56300	06/20/16	588.28 135		SANTA CRUZ AUTO PARTS, INC.		72355	RPR PRESSURE WASHER	-54.16	
						72356	RPR BETTYS NOODLE	9.46	
						72357	SHOVEL	1,058.00	
						72402	INVENTORY ORDER	7.82	
						72403	INVENTORY ORDER	20.88	
						72404	INVENTORY ORDER	21.46	
						72405	INVENTORY ORDER	55.19	
						72406	INVENTORY ORDER	132.52	
						72407	INVENTORY ORDER	6.02	
						72408	INVENTORY ORDER	19.56	
						72409	INVENTORY ORDER	107.50	
						72410	INVENTORY ORDER	122.71	
						72411	INVENTORY ORDER	15.44	
						72412	INVENTORY ORDER	86.95	
						72413	INVENTORY ORDER	38.89	
						72414	INVENTORY ORDER	-20.45	

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56301	06/20/16	425.49 079		SANTA CRUZ MUNICIPAL UTILITIES		72415	INVENTORY ORDER	96.50	
56302	06/20/16	240.00 001292		SANTA CRUZ RECORDS MNGMT INC		72416	INVENTORY ORDER	-122.71	
56303	06/20/16	0.53 002459		SCOTTIS VALLEY WATER DISTRICT		72289	4/13-5/11 WATER PC	425.49	
56304	06/20/16	528.00 957		SECURITY SHORING & STEEL PLT		72316	JUN 16 SHREDDING	240.00	
56305	06/20/16	52.09 E967		SILVA, SUZANNE		72304	APR 16 RECYCLED SVTC	0.53	
56306	06/20/16	13,904.12 001075		SOQUEL III ASSOCIATES	7	72368	5/5-6/4 STEEL PLATE	264.00	
56307	06/20/16	165.24 E919		SYREN, LESLYN		72369	4/5-5/4 STEEL PLATES	264.00	
56308	06/20/16	441.70 002675		THOMSON REUTERS BARCLAYS WEST		72380	TRAVEL REIMBURSEMENT	52.09	
56309	06/20/16	8,487.80 057		U.S. BANK		72344	JUL 16 RENT	13,904.12	
56310	06/20/16	29.28 003152		UNIFIRST CORPORATION		72301	TRAVEL REIMBURSEMENT	165.24	
56311	06/20/16	70.05 007		UNITED PARCEL SERVICE		72342	MAY 16 SERVICES	441.70	
56312	06/20/16	87.26 003125		VALIN CORPORATION		72417	*****-****-5056	2,808.99	
56313	06/20/16	122.04 002829		VALLEY POWER SYSTEMS, INC.		72395	LAUNDRY SERVICE	5,678.81	
56314	06/20/16	150.07 434		VERIZON WIRELESS		72396	LAUNDRY SERVICE	14.64	
56315	06/20/16	449.13 002291		WINCHESTER AUTO		72309	INVENTORY ORDER	70.05	
56316M06/21/16		89.75 570		SCMTD PETTY CASH - CUST SVC		72326	5/2-6/1 PUSH2TALK	87.26	
56317 06/27/16		340.51 002941		FY16 CHANGE MACH REP		72386	INVENTORY ORDER	122.04	
56318 06/27/16		1,146.82 003151		AA SAFE & SECURITY CO		72387	INVENTORY ORDER	150.07	
56319 06/27/16		395.00 003062		ABSOLUTE AUTO GLASS INC		72471	FY16 CHANGE MACH REP	326.37	
56320 06/27/16		750.00 001016		ALLARD'S SEPTIC SERVICE		72508	KEYS VERNON	122.76	
56321 06/27/16		1,111.40 192		ALWAYS UNDER PRESSURE		72509	KEYS WTC	109.29	
56322 06/27/16		1,033.38 002689		B & B SMALL ENGINE CORP		72519	KEYS WTC	221.63	
56323 06/27/16		3,262.50 059		BATTERIES USA, INC.		72490	INVENTORY ORDER	9.59	
56324 06/27/16		1,016.18 845A		BLUE SHIELD OF CALIFORNIA		72491	INVENTORY ORDER	221.54	
56325 06/27/16		108.75 001112		BRINKS AWARDS & SIGNS		72558	INVENTORY ORDER	815.23	
56326 06/27/16		804,936.67 502		CA PUBLIC EMPLOYEES'		72500	WINDSHIELD INSTALLAT	110.05	
56327 06/27/16		101.62 M022		CAPELLA, KATHLEEN		72571	GREASE TRAP WTC	375.00	
56328 06/27/16		289.91 002929		CHEVROLET OF WATSONVILLE LLC	0	72498	INVENTORY ORDER	1,111.40	
56329 06/27/16		19,299.84 001124		CLEAN ENERGY	7	72497	PRUNER ATTACHMENT	1,033.38	
56330 06/27/16		2,324.92 075		COAST PAPER & SUPPLY INC.		72559	BATTERIES	1,239.75	
56331 06/27/16		2,890.00 003034		COASTAL LANDSCAPING INC. DBA		72560	BATTERIES	2,022.75	
						72420	JUL 16 COBRA	1,016.18	
						72455	NAME PLATE	21.75	
						72456	BOARD NAME PLATES	87.00	
						72421	JUL 16 MEDICAL	804,936.67	
						72432	JUL 16 RETIREE SUPP	101.62	
						72485	RPR VEH #601	289.91	
						72553	LNG 5/28/16	9,606.71	
						72554	LNG 6/1/16	9,693.13	
						72507	CUSTODIAL SUPPLIES	2,324.92	
						72515	JUN 16 MAINTENANCE	2,890.00	

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56332	06/27/16	003256	1,416.70	COMCAST HOLDINGS CORPORATION		72572	394 PSA SPOTS	916.70	
56333	06/27/16	00367	525.00	COMMUNITY TELEVISION OF		72573	BROADCASTING	500.00	
56334	06/27/16	003270	30,529.58	CONTRACT WEST ROOFING INC		72461	MAY 16 BOD MEETINGS	525.00	
56335	06/27/16	002063	166.24	COSTCO		72506	ADMIN BLDG ROOF	30,529.58	
56336	06/27/16	003116	516.82	CUMMINS PACIFIC LLP		72530	06/03/16 BOD MEETING	166.24	
56337	06/27/16	002389	95.35	DARCO PRINTING	7	72568	INVENTORY ORDER	378.70	
56338	06/27/16	0039	50.91	DAVILLA, ANA MARIA		72569	RPR VEH #2806	138.12	
56339	06/27/16	002949	1,245.15	DEANE INDUSTRIAL MACHINING	0	72537	VELLUM PAPER	95.35	
56340	06/27/16	00157	2,803.18	DELL MARKETING L.P.		72426	JUL 16 RETIREE SUPP	50.91	
56341	06/27/16	002567	64.00	DEPARTMENT OF JUSTICE		72488	RPR VEH #2807 PC	1,245.15	
56342	06/27/16	001329	1,490.46	DOC AUTO LLC		72468	OFFICE SUPPLIES	571.11	
56343	06/27/16	003274	7,482.23	EAST BAY TIRE CO.		72469	OFFICE SUPPLIES	1,660.96	
56344	06/27/16	002953	262.50	EPICOR SOFTWARE CORP		72470	OFFICE SUPPLIES	571.11	
56345	06/27/16	002295	45.00	FIRST ALARM		72460	FINGERPRINTING	64.00	
56346	06/27/16	003279	58.01	FRONTIER COMMUNICATIONS CORP		72353	CREDIT	-90.00	
56347	06/27/16	003279	58.01	FRONTIER COMMUNICATIONS CORP		72353	CREDIT	-90.00	
56348	06/27/16	003279	58.01	FRONTIER COMMUNICATIONS CORP		72353	CREDIT	-90.00	
56349	06/27/16	003279	58.01	FRONTIER COMMUNICATIONS CORP		72353	CREDIT	-90.00	
56350	06/27/16	003279	58.01	FRONTIER COMMUNICATIONS CORP		72353	CREDIT	-90.00	
56351	06/27/16	001097	240.78	GREENWASTE RECOVERY, INC.		72536	RPR VEH #802	1,129.90	
56352	06/27/16	003109	3,261.00	HANSON BRIDGETT LLP		72547	RPR VEH #802	450.56	
56353	06/27/16	001745	15,971.12	HARTFORD LIFE AND ACCIDENT INS		72448	TIRES	1,973.15	
56354	06/27/16	001745	15,971.12	HARTFORD LIFE AND ACCIDENT INS		72448	TIRES	1,973.15	
56355	06/27/16	002979	14,410.81	HUNT & SONS, INC.		72450	TIRES	482.82	
56356	06/27/16	003039	399.33	KINKO'S INC.		72451	TIRES PC	152.64	
						72525	TIRES	986.58	
						72565	TIRES	927.31	
						72566	TIRES	986.58	
						72505	HCM SOFTWARE UPGRADE	262.50	
						72473	MAY 16 DISPATCH PC	45.00	
						72483	6/13-7/12 SKY-OCEAN	58.01	
						72454	PEM MACHINE RPR	410.32	
						72467	INVENTORY ORDER	182.03	
						72427	JUL 16 RETIREE SUPP	101.62	
						72529	OFFICE SUPPLIES	50.74	
						72538	INVENTORY ORDER	316.23	
						72539	HEADGEAR MMF	18.40	
						72540	INVENTORY ORDER	96.49	
						72541	INVENTORY ORDER	246.17	
						72474	MAY 16 WASTE PC	240.78	
						72481	M# 032117.000004	3,166.50	
						72482	M# 032117.000002	94.50	
						72423	JUN 16 LTD	11,377.93	
						72423	JUN 16 LIFE AD&D	4,593.19	
						72487	O'RINGS	126.04	
						72499	INVENTORY ORDER	70.34	
						72477	INVENTORY ORDER	3,447.21	
						72478	INVENTORY ORDER	10,823.03	
						72501	COMPRESSOR OIL	140.57	
						72440	12 POSTERS HUMAN TRA	399.33	

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56357	06/27/16	708.75 001145	708.75	MANAGED HEALTH NETWORK		72504	JUL 16 EAP	708.75	
56358	06/27/16	15,291.67 003017	15,291.67	MANSFIELD OIL CO OF GAINSVILLE		72479	DIESEL 5/31/16	15,291.67	
56359	06/27/16	726.64 B031	726.64	MCPHERSON, BRUCE		72570	TRAVEL REIMBURSEMENT	726.64	
56360	06/27/16	80.00 001342	80.00	MCW ASSOCIATES, INC.		72437	MAY 16 SERVICE	80.00	
56361	06/27/16	2,172.63 001063	2,172.63	NEW FLYER IND. CANADA ULC DBA		72446	INVENTORY ORDER	1,386.00	
						72447	INVENTORY ORDER	236.24	
						72452	INVENTORY ORDER	50.18	
						72453	INVENTORY ORDER	100.53	
						72492	INVENTORY ORDER	384.92	
						72493	INVENTORY ORDER	528.25	
						72494	INVENTORY ORDER	3,753.37	
						72495	INVENTORY ORDER	44.88	
						72555	INVENTORY ORDER	19.07	
						72557	CREDIT	-4,330.81	
56362	06/27/16	11.33 004	11.33	NORTH BAY FORD LINC-MERCURY		72486	RPR VEH #2401 PC	11.33	
56363	06/27/16	792.00 003115	792.00	OFFICE TEAM		72561	TEMP W/E 6/3/16	792.00	
56364	06/27/16	3,966.67 002940	3,966.67	OJO TECHNOLOGY, INC.		72512	JUN 16 MAINTENANCE	3,966.67	
56365	06/27/16	742.59 009	742.59	PACIFIC GAS & ELECTRIC		72436	5/9-6/7 PARACRUZ	742.59	
56366	06/27/16	3,479.53 043	3,479.53	PALACE ART & OFFICE SUPPLY		72441	OFFICE SUPPLIES	12.89	
						72442	OFFICE SUPPLIES	5.49	
						72443	OFFICE SUPPLIES	129.53	
						72444	OFFICE SUPPLIES	-15.63	
						72459	OFFICE SUPPLIES	351.24	
						72510	OFFICE SUPPLIES	312.61	
						72511	OFFICE SUPPLIES	77.34	
						72527	OFFICE SUPPLIES	110.90	
						72531	OFFICE SUPPLIES	657.07	
						72532	OFFICE SUPPLIES	1,391.89	
						72533	OFFICE SUPPLIES	307.77	
						72534	OFFICE SUPPLIES	138.43	
56367	06/27/16	50.91 M109	50.91	PEREZ, CHERYL		72428	JUL 16 RETIREE SUPP	50.91	
56368	06/27/16	2,686.15 187	2,686.15	POLAR RADIATOR SERVICE INC		72489	RPR VEH #2229	2,686.15	
56369	06/27/16	151.16 882	151.16	PRINT SHOP SANTA CRUZ	7	72472	ORDER PROPERTY REC	151.16	
56370	06/27/16	633.72 R659	633.72	RANKIN STOCK HEABERLIN		72562	SC 03-15-10	633.72	
56371	06/27/16	164.57 003266	164.57	REFLECTIVE APAREL FACTORY INC		72445	SAFETY VESTS	164.57	
56372	06/27/16	146.16 061	146.16	REGISTER PAJARONIAN LLC		72457	LEGAL AD PUB HEARING	70.64	
						72458	LEGAL AD PUB HEARING	75.52	
56373	06/27/16	444.94 001153	444.94	REPUBLIC ELEVATOR COMPANY INC		72524	JUN 16 MAINTENANCE	444.94	
56374	06/27/16	101.62 M085	101.62	ROSSI, DENISE	0	72429	JUL 16 RETIREE SUPP	101.62	
56375	06/27/16	50.91 M030	50.91	ROWE, RUBY		72430	JUL 16 RETIREE SUPP	50.91	
56376	06/27/16	524.57 018	524.57	SALINAS VALLEY FORD SALES INC		72496	INVENTORY ORDER	524.57	
56377	06/27/16	40.00 001292	40.00	SANTA CRUZ RECORDS MNGMT INC		72439	JUN 16 SHREDDING PC	40.00	
56378	06/27/16	744.19 149	744.19	SANTA CRUZ SENTINEL	0	72475	MAY 16 LEGAL ADS	744.19	
56379	06/27/16	2,276.97 977	2,276.97	SANTA CRUZ TRANSPORTATION, LLC		72462	MAY 16 SERVICES	2,276.97	
56380	06/27/16	1,625.18 681	1,625.18	SCOTT'S BODY SHOP CORP	7	72535	RPR VEH #1110 PC	1,625.18	
56381	06/27/16	1,500.00 001277	1,500.00	SUB GLOBALNET, INC.		72528	JUN 16 SERVICE	1,500.00	

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56382	06/27/16	525.14 001976		SPORTWORKS NORTHWEST, INC.		72567	INVENTORY ORDER	525.14	
56383	06/27/16	250.00 003189		THE BUS COALITION INC		72484	6/20 STEERING COMMIT	250.00	
56384	06/27/16	17,532.09 982		TRANSPORTATION MANAGEMENT		72502	APR 16 COA	2,706.43	
						72503	5/1-6/2 COA	14,825.66	
56385	06/27/16	565.91 003037		TYCO INTEGRATED SECURITY		72523	6/1-8/31 ALARM 1200B	565.91	
56386	06/27/16	705.72 003152		UNIFIRST CORPORATION		72463	LAUNDRY SERVICE	6.99	
						72464	LAUNDRY SERVICE	6.99	
						72513	MATS OPS	6.48	
						72514	CUSTODIAL SUPP VERN	40.42	
						72516	TOWELS	69.01	
						72517	LAUNDRY SERVICE	206.92	
						72542	CUSTODIAL SUPP VERN	40.42	
						72543	MATS 1200 RIVER	6.48	
						72548	MATS OPS	6.48	
						72549	CUSTODIAL SUPP VERN	40.42	
						72550	MAT TOWELS PC	6.99	
						72551	LAUNDRY SERVICE	199.11	
						72552	TOWELS	69.01	
						72434	FREIGHT	22.69	
56387	06/27/16	22.69 007		UNITED PARCEL SERVICE		72465	INVENTORY ORDER	126.91	
56388	06/27/16	7,797.08 002829		VALLEY POWER SYSTEMS, INC.		72466	INVENTORY ORDER	3,135.93	
						72518	INVENTORY ORDER	79.54	
						72526	INVENTORY ORDER	145.54	
						72544	INVENTORY ORDER	3,060.14	
						72545	INVENTORY ORDER	15.81	
						72546	INVENTORY ORDER	1,226.58	
						72556	INVENTORY ORDER	6.63	
56389	06/27/16	801.54 434		VERIZON WIRELESS	0	72424	5/2-6/1 TELECOM PC	308.96	
56390	06/27/16	300.00 001165		VU, THANH DR. MD	7	72425	5/2-6/1 PUSH2TALK PC	492.58	
						72433	DMV EXAM	75.00	
						72438	DMV EXAM	75.00	
						72563	DMV EXAM	75.00	
						72564	DMV EXAM	75.00	
56391	06/27/16	3,450.18 001506		WESTERN STATES OIL CO.		72476	INVENTORY ORDER	3,450.18	
56392	06/27/16	50.91 M088		YAGI, RANDY	0	72431	JUL 16 RETIREE SUPP	50.91	
56393	06/27/16	235.43 147		ZEE MEDICAL SERVICE CO.		72520	SAFETY SUPPLIES	144.53	
						72521	SAFETY SUPPLIES	29.38	
						72522	SAFETY SUPPLIES	61.52	
56394	06/27/16	133.89 003057		ZOOM IMAGING SOLUTIONS, INC.		72435	COPIER STAPLES ADM	133.89	
TOTAL			1,603,390.34	ACCOUNTS PAYABLE			TOTAL CHECKS	250	1,603,390.34

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56094	07/22/16	COAST PAPER & SUPPLY INC.	-1,594.36	075		72085	CLEANING SUPPLIES	-1,594.36	**VOID
56395	07/01/16	GUIZAR, LISETH	217.99	E530		72676	PC 0715-01 REIMBURSE	217.99	VOIDED
56395	07/14/16	GUIZAR, LISETH	-217.99	E530		72676	PC 0715-01 REIMBURSE	-217.99	**VOID
56396	07/04/16	A TOOL SHED, INC.	154.00	002069		72657	RPR LIGHTS LANE 1	154.00	
56397	07/04/16	ABC BUS INC	780.33	003151		72590	INVENTORY ORDER	780.33	
56398	07/04/16	ACCOUNTENPS A ROBERT HALF CO	2,460.69	003283		72589	TEMP W/E 6/10/16	1,104.27	
						72626	TEMP W/E 6/17/16	1,356.42	
56399	07/04/16	ADVANCED MECHANICAL SERVICES	596.36	001088	7	72580	BACKFLOW TEST	596.36	
56400	07/04/16	AIRTEC SERVICE INC.	435.44	382		72634	RPR AC VERNON	435.44	
56401	07/04/16	ALLIANT INSURANCE SERVICES INC	5,000.00	1114		72673	FY17 W/C INSURANCE	5,000.00	
56402	07/04/16	AT&T	4,605.13	001D		72633	5/1-5/31 CALNET3	4,605.13	
56403	07/04/16	CALTRONICS BUSINESS SYSTEMS	979.84	914		72585	OFFICE SUPPLIES	979.84	
56404	07/04/16	CITY OF WATSONVILLE UTILITIES	49.40	130		72638	5/9-6/13 WTC FIRE SV	49.40	
56405	07/04/16	CLASSIC GRAPHICS	4,482.20	909		72649	RPR VEH #2802	4,482.20	
56406	07/04/16	CLEAN ENERGY	14,842.00	001124		72639	JUN 16 MAINTENANCE	14,842.00	
56407	07/04/16	COASTAL LANDSCAPING INC. DBA	9,500.00	003034		72575	TREES INSTALLED	9,500.00	
56408	07/04/16	CREATIVE BUS SALES, INC.	248.97	002814		72630	RPR VEH #2406	248.97	
						72631	CREDIT	-341.57	
56409	07/04/16	CUMMINS PACIFIC LLP	982.03	003116		72632	RPR VEH #2406	341.57	
						72629	INVENTORY ORDER	844.92	
						72647	CREDIT	-706.86	
56410	07/04/16	DAY WIRELESS SYSTEMS	60,224.31	002946		72653	SHOP TOOL	843.97	
56411	07/04/16	DIESEL MARINE ELECTRIC, INC.	3,306.82	480		72670	DISPATCH RELOCATION	22,690.00	
						72671	DISPATCH RELOCATION	37,534.31	
56412	07/04/16	DOC AUTO LLC	632.84	001329		72583	INVENTORY ORDER	1,729.94	
56413	07/04/16	DUTRA, JAMES MICHAEL	809.37	C102		72664	RPR VEH #1121 PC	1,576.88	
56414	07/04/16	EAST BAY TIRE CO.	4,579.02	003274		72577	TRAVEL REIMBURSEMENT	632.84	
						72586	TIRES	809.37	
						72592	TIRES	224.80	
						72593	TIRES	305.28	
						72597	TIRES	293.86	
						72598	TIRES	281.35	
						72599	TIRES	610.55	
						72600	FLAT REPAIR	18.00	
						72601	TIRES	469.40	
						72622	TIRES	965.64	
						72623	TIRES	482.82	
						72624	TIRES	469.40	
						72625	TIRES	152.64	
						72635	MAY 16 MERCHANT FEES	305.28	
56415	07/04/16	FIS	1,729.24	002962		72644	6/1-6/15 FUEL	1,729.24	
56416	07/04/16	FLYERS ENERGY LLC	2,234.54	002952		72637	6/16-7/15 SKY-RIVER	2,234.54	
56417	07/04/16	FRONTIER COMMUNICATIONS CORP	58.01	003279		72581	RPR FAREBOX	58.01	
56418	07/04/16	GENFARE A DIV OF SPX CORP	918.92	647				729.34	

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56419	07/04/16	500.49 282	GRAINGER			72582	TVM REPAIR	144.18	
						72628	RPR FAREBOX	45.40	
						72665	FLUORESCENT LAMP	280.47	
						72666	INVENTORY ORDER	220.02	
56420	07/04/16	27,649.00 003109	HANSON BRIDGETT LLP			72596	M #032117.000003	27,649.00	
56421	07/04/16	96,226.34 003178	HILL INTERNATIONAL INC			72675	MAY 16 MB PROJ MGMT	96,226.34	
56422	07/04/16	184.88 003264	KAADY CHEMICAL CORP			72627	BUS WASHER SUPPLIES	184.88	
56423	07/04/16	3,079.00 003284	KEISH ENVIRONMENTAL PC CORP			72606	OUTFALL MITIGATION	3,079.00	
56424	07/04/16	1,995.12 878	KELLY SERVICES, INC.			72603	TEMP W/E 6/12/16	1,108.40	
						72604	TEMP W/E 6/5/16	886.72	
56425	07/04/16	353.16 001233	KIMBALL MIDWEST			72646	NON INVENTORY ORDER	117.30	
						72658	NON INVENTORY ITEM	235.86	
56426	07/04/16	828.00 003271	KJRB INC			72650	TOWING VEH #2310	612.00	
						72651	TOWING VEH #1120	216.00	
56427	07/04/16	1,591.59 216	LABOR READY, INC.			72579	TEMP W/E 6/17/16	523.64	
						72670	TEMP W/E 6/10/16	1,067.95	
56428	07/04/16	1,336.50 852	LAW OFFICES OF MARIE F. SANG	7		72620	CL2005105939 7164812	297.00	
						72621	CL2001103388 2103414	1,039.50	
56429	07/04/16	152.00 T292	MAST, SUSAN			72660	TICKET REFUND PC	152.00	
56430	07/04/16	200.00 003249	MAXIMUM OIL SERVICE LLC			72656	WASTE OIL PICK UP	200.00	
56431	07/04/16	603.45 001063	NEW FLYER IND. CANADA ULC DBA			72587	INVENTORY ORDER	279.93	
						72588	ORION MIDLIFE	310.90	
56432	07/04/16	68.56 004	NORTH BAY FORD LINC-MERCURY			72602	INVENTORY ORDER	12.62	
						72642	RPR VEH #1107 PC	30.67	
56433	07/04/16	1,980.00 003115	OFFICE TEAM			72645	RPR VEH #1116 PC	37.89	
						72618	TEMP W/E 6/17/16	990.00	
						72619	TEMP W/E 6/10/16	990.00	
56434	07/04/16	3,163.52 023	PACIFIC TRUCK PARTS, INC.			72648	INVENTORY ORDER	3,163.52	
56435	07/04/16	348.11 043	PALACE ART & OFFICE SUPPLY			72641	OFFICE SUPPLIES	348.11	
56436	07/04/16	800.18 C103	ROTKIN, MICHAEL			72674	TRAVEL REIMBURSEMENT	800.18	
56437	07/04/16	854.84 018	SALINAS VALLEY FORD SALES INC			72643	INVENTORY ORDER	169.65	
						72659	INVENTORY ORDER	685.19	
56438	07/04/16	177.16 107A	SAN LORENZO LUMBER & HOME CTR			72594	MONITOR MOUNT OPS	6.64	
						72595	MONITOR MOUNT OPS	9.11	
						72654	RPR DOOR LATCH	9.85	
56439	07/04/16	8,509.72 079	SANTA CRUZ MUNICIPAL UTILITIES			72655	EXTENSION CORDS	151.56	
						72608	5/6-6/6 1200A RIVER	289.15	
						72609	5/6-6/6 1200RIV IRRIG	5.40	
						72610	5/6-6/6 CEDAR&WALNUT	907.53	
						72611	5/6-6/6 GOLF IRRIG	71.10	
						72612	5/6-6/6 PACIFIC ISL	64.77	
						72613	5/6-6/6 PACIFIC	2,707.60	
						72614	5/6-6/6 1200B RIVER	2,539.35	
						72615	5/6-6/6 GOLF CLUB	1,329.71	
						72616	5/6-6/6 VERNON	524.01	
						72617	5/6-6/6 VERNON IRRIG	71.10	

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56440	07/04/16	4,500.00 003277		SANTANA PAVING AND GRADING INC		72578	RPR PARK N RIDE	4,500.00	
56441	07/04/16	140.14 570		SCMTD PETTY CASH - CUST SVC		72636	YR END REPLENISHMENT	140.14	
56442	07/04/16	188.81 788		SCMTD PETTY CASH - FINANCE		72669	YR END REPLENISHMENT	188.81	
56443	07/04/16	1,202.00 003254		TRINITY SOURCE GROUP INC		72672	SOIL TESTING DUBOIS	1,202.00	
56444	07/04/16	355.36 003152		UNIFIRST CORPORATION		72605	LAUNDRY SERVICE	14.64	
						72640	MAT TOWELS PC	6.99	
						72661	LAUNDRY SERVICE	203.18	
						72662	CLEANING SUPPLIES	69.01	
						72663	LAUNDRY SERVICE	14.64	
						72667	MATS OPS	6.48	
						72668	CUSTODIAL SUPPLIES	40.42	
						72591	FREIGHT	25.18	
						72652	JOHN DEERE SOFTWARE	190.31	
						72576	5/13-6/12 WIFI BUSES	950.25	
						72574	STORAGE CONTAINERS	6,062.00	
						72677	TRAVEL REIMBURSEMENT	932.04	MANUAL
56450	07/11/16	15.30 002941		AA SAFE & SECURITY CO		72742	RPLC KEYS	15.30	
56451	07/11/16	1,391.20 003283		ACCOUNTemps A ROBERT HALF CO		72719	TEMP W/E 6/24/16	1,391.20	
56452	07/11/16	147.94 382		AIRTEC SERVICE INC.		72705	RPR AC VERNON ROOF	147.94	
56453	07/11/16	51.98 E437		AITKEN, ANGELA		72757	MEETING REIMBURSEMENT	51.98	
56454	07/11/16	2,760.00 001141		AMERICAN BUSINESS SYSTEMS, INC		72718	FY17 ANNUAL SUPPORT	2,760.00	
56455	07/11/16	3,412.46 001D		AT&T MOBILITY		72679	5/19-6/18 CALNET 3	3,412.46	
56456	07/11/16	1,016.08 003105		BATTERIES PLUS #314		72680	5/24-6/23 WIFI BUSES	1,016.08	
56457	07/11/16	28.25 002363		BATTERIES PLUS #314		72730	BATTERIES	28.25	
56458	07/11/16	210.00 003248		BAY ALARM COMPANY		72690	7/1-10/1 ALARM VERNO	210.00	
56459	07/11/16	310,652.00 588		CAL TIP		72682	5/1-5/1/17 LIAB INSU	310,652.00	
56460	07/11/16	1,135.18 130		CITY OF WATSONVILLE UTILITIES		72709	5/16-6/20 WATER WTC	33.85	
						72710	5/16-6/20 WATER WTC	344.21	
						72711	6/22 WASTE WTC	757.12	
56461	07/11/16	7,975.00 003270		CONTRACT WEST ROOFING INC		72687	ADMIN BLDG ROOF	7,975.00	
56462	07/11/16	3,000.00 003204		CREKESIDE COURT REPORTING LLC		72725	5/26 5/27 PUB HEARIN	3,000.00	
56463	07/11/16	2,126.25 002946		DAY WIRELESS SYSTEMS		72713	JUN 16 MAINTENANCE	2,126.25	
56464	07/11/16	4,398.00 003210		DEPARTMENT OF FORESTRY & FIRE		72712	FY17 RADIO VAULT	4,398.00	
56465	07/11/16	5,432.35 003274		EAST BAY TIRE CO.		72702	TIRES	482.82	
						72703	TIRES	193.81	
						72706	TIRES	152.64	
						72707	TIRES	313.43	
						72708	TIRES	1,448.46	
						72732	TIRES	1,854.61	
						72733	TIRES	986.58	
56466	07/11/16	7,423.62 002952		FLYERS ENERGY LLC		72726	6/1-6/15 FUEL PC	7,423.62	
56467	07/11/16	5,056.08 912		FOLGER GRAPHICS		72717	PRINTED HEADWAYS	5,056.08	
56468	07/11/16	43.00 E245		GALLEGOS, JUAN		72697	DMV RENEWAL	43.00	
56469	07/11/16	253.96 001302		GARDA CL WEST, INC.		72681	JUL 16 SERVICES	253.96	
56470	07/11/16	878.66 647		GENFARE A DIV OF SPX CORP		72715	RPR FARE BOX	131.86	

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56471	07/11/16	181.58 166		HOSE SHOP, THE INC		72721	RPR FARE BOX	746.80	
56472	07/11/16	3,115.00 003220		INFINISOURCE, INC		72734	ASYCRIMP FITTING	181.58	
56473	07/11/16	1,214.54 1117		KELLEY'S SERVICE INC.		72686	FY17 ANNUAL MAINT	3,115.00	
						72747	INVENTORY ORDER	27.56	
						72748	INVENTORY ORDER	134.05	
						72749	INVENTORY ORDER	55.73	
						72750	INVENTORY ORDER	33.61	
						72751	INVENTORY ORDER	9.52	
						72752	INVENTORY ORDER	40.00	
						72753	INVENTORY ORDER	268.37	
						72754	CREDIT	-4.77	
						72755	INVENTORY ORDER	39.85	
						72756	INVENTORY ORDER	156.59	
						72758	INVENTORY ORDER	85.08	
						72759	INVENTORY ORDER	3.88	
						72760	INVENTORY ORDER	204.53	
						72761	INVENTORY ORDER	150.92	
						72762	INVENTORY ORDER	25.93	
						72763	CREDIT	-16.31	
56474	07/11/16	1,057.60 039		KINKO'S INC.		72724	2016 LG PRINT HEADWA	1,057.60	
56475	07/11/16	15,683.31 003017		MANSFIELD OIL CO OF GAINSVILLE		72701	DIESEL 6/15/16	15,683.31	
56476	07/11/16	152.83 001063		NEW FLYER IND. CANADA ULC DBA		72704	INVENTORY ORDER	2.10	
						72720	INVENTORY ORDER	89.57	
						72723	INVENTORY ORDER	61.16	
56477	07/11/16	109.98 002721		NEXTEL COMMUNICATIONS/SPRINT		72699	5/26-6/25 TVM WIRELE	109.98	
56478	07/11/16	16,236.23 009		PACIFIC GAS & ELECTRIC		72689	5/28-6/28 PACIFIC	2,693.12	
						72694	5/25-6/23 1122 RIVER	-41.20	
						72695	5/24-6/22 1122 RIVER	2,069.18	
						72696	5/24-6/22 VERNON	5,831.61	
						72698	5/25-6/23 GOLF CLUB	5,683.52	
56479	07/11/16	1,848.86 043		PALACE ART & OFFICE SUPPLY		72738	ERGONOMIC OFFICE EQU	1,302.17	
						72745	OFFICE SUPPLIES	546.69	
56480	07/11/16	302.00 481		PIED PIPER EXTERMINATORS, INC.		72729	JUN 16 PEST BETTYS	58.00	
						72735	JUN 16 PEST VERNON	190.50	
						72736	JUN 16 PEST METROMKT	53.50	
56481	07/11/16	107.66 882		PRINT SHOP SANTA CRUZ	7	72731	BUSINESS CARDS	107.66	
56482	07/11/16	266.43 215		RICOH USA, INC. TX		72716	5/26-6/25 LEASE C/S	266.43	
56483	07/11/16	57.21 107A		SAN LORENZO LUMBER & HOME CTR		72737	COUPLINGS AND HOSES	62.38	
						72739	RPR IRRIGATION VERNO	22.11	
						72740	RPR IRRIGATION VERNO	5.33	
						72746	CREDIT	-32.61	
56484	07/11/16	419.31 079		SANTA CRUZ MUNICIPAL UTILITIES		72685	5/12-6/10 PARACRUZ	419.31	
56485	07/11/16	2.81 002459		SCOTT'S VALLEY WATER DISTRICT		72688	JUN 16 WATER SVTC	2.81	
56486	07/11/16	608.84 003037		TYCO INTEGRATED SECURITY		72691	7/1-9/30 ALARM SVT	172.47	
						72692	7/1-9/30 ALARM WTC	183.25	
						72693	7/1-9/30 ALARM PACIF	253.12	

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56487	07/11/16	003152	339.04	UNIFIRST CORPORATION		72727	CLEANING SUPPLIES	69.01	
						72728	LAUNDRY SERVICE	223.13	
						72743	CUSTODIAL SUPPLIES	40.42	
						72744	MATS OPS	6.48	
56488	07/11/16	001043	10,378.52	VISION SERVICE PLAN	7	72678	JUL 16 VISION	10,378.52	
56489	07/11/16	001165	375.00	VU, THANH DR. MD		72683	DMV EXAM	75.00	
						72684	DMV EXAM	75.00	
						72700	DMV EXAM	75.00	
						72714	DMV EXAM	75.00	
						72722	DMV EXAM	75.00	
56490	07/14/16	E530	217.99	GUIZAR, LISETH		72880	PC 0715-01 REIMBURSE	217.99	MANUAL
				PC 0715-01 REIMBURSE					
56491	07/18/16	002941	848.25	AA SAFE & SECURITY CO		72798	TRILOGY LOCK	848.25	
56492	07/18/16	001712	7,845.00	ABACHERLI FENCE COMPANY	7	72793	RPR GATE 1200B RIVER	7,845.00	
56493	07/18/16	003283	1,234.69	ACCOUNTEMPS A ROBERT HALF CO		72840	TEMP W/E 7/1/16	1,234.69	
56494	07/18/16	003382	5,783.00	AIRTEC SERVICE INC.		72866	QTRLY MAINT WTC	385.00	
						72867	QTRLY MAINT SVTC	237.00	
						72868	QTRLY MAINT VERNON	799.00	
						72869	QTRLY MAINT MMF	900.00	
						72870	QTRLY MAINT SMC	359.00	
						72871	QTRLY MAINT SBF	203.00	
						72872	QTRLY MAINT OPS	2,900.00	
56495	07/18/16	497B	35,029.00	APTA		72851	FY17 MEMBERSHIP DUES	35,029.00	
56496	07/18/16	001D	600.80	AT&T		72794	5/19-6/18 ELEVAT OPS	151.98	
						72834	5/19-6/18 SKY-OCEAN	282.87	
						72835	5/19-6/18 CEMENT	165.95	
						72876	OFFICE SUPPLIES	89.95	
56497	07/18/16	003199	89.95	B & H FOTO & ELECTRONICS CORP		72846	JUL 16 LEGISLATE SVC	5,250.00	
56498	07/18/16	001324	5,250.00	CAPITALEGE ADVOCACY, INC.		72799	RPR VEH #9820	4,482.20	
56499	07/18/16	909	4,482.20	CLASSIC GRAPHICS		72807	LNG 6/20/16	9,161.50	
56500	07/18/16	001124	57,324.28	CLEAN ENERGY		72808	LNG 6/22/16	7,911.90	
						72809	LNG 6/17/16	8,016.46	
						72810	LNG 6/15/16	7,347.74	
						72825	LNG 6/8/16	7,961.21	
						72826	LNG 6/10/16	8,859.71	
						72827	LNG 6/13/16	8,065.76	
56501	07/18/16	075	47.85	COAST PAPER & SUPPLY INC.		72813	CUSTODIAL SUPPLIES	47.85	
56502	07/18/16	858	197,257.00	CSAC EXCESS INSURANCE AUTHORITY		72858	FY17 WORKERS COMP	197,257.00	
56503	07/18/16	003116	3,108.67	CUMMINS PACIFIC LLP		72837	RPR VEH #2807	138.12	
						72838	RPR VEH #1001 PC	1,485.27	
						72839	RPR VEH #1208	1,485.28	
						72765	TIRES	117.40	
						72777	TIRES	986.58	
						72778	TIRES	986.58	
						72786	FLAT REPAIR	18.00	
						72791	TIRES	117.40	

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56505	07/18/16	487.98 001172	487.98	FERGUSON ENTERPRISES INC. #795		72829	INVENTORY ORDER	487.98	
56506	07/18/16	1,260.00 447	1,260.00	FERRIS HOIST & REPAIR, INC.		72811	SAFETY LIFT INSPECTI	1,260.00	
56507	07/18/16	189.39 001189	189.39	GARY KENVILLE LOCKSMITH	7	72822	REKEY DOOR OPS	189.39	
56508	07/18/16	241.85 647	241.85	GENFARE A DIV OF SPX CORP		72764	RPR TVM CARD READER	76.04	
56509	07/18/16	133.08 282	133.08	GRAINGER		72836	INVENTORY ORDER	165.81	
						72741	CREDIT	-10.68	
						72782	INVENTORY ORDER	42.33	
						72812	INVENTORY ORDER	97.93	
56510	07/18/16	15,959.38 001745	15,959.38	HARTFORD LIFE AND ACCIDENT INS		72821	INVENTORY ORDER	3.50	
						72859	JUL 16 LTD	11,377.93	
						72860	JUL 16 LIFE AD&D	4,581.45	
56511	07/18/16	62.57 166	62.57	HOSE SHOP, THE INC		72795	GREASE GUN	35.16	
						72802	COOLANT HOSE	27.41	
56512	07/18/16	14,214.00 002117	14,214.00	IULIANO #2 LLC	7	72854	MAY 16 RENT	4,738.00	
						72855	JUN 16 RENT	4,738.00	
						72856	JUL 16 RENT	4,738.00	
56513	07/18/16	205.54 003264	205.54	KAADY CHEMICAL CORP		72800	ODOR CONTROL	205.54	
56514	07/18/16	214.37 1117	214.37	KELLEY'S SERVICE INC.		72779	INVENTORY ORDER	37.02	
						72780	INVENTORY ORDER	82.97	
						72781	INVENTORY ORDER	94.38	
56515	07/18/16	1,108.40 878	1,108.40	KELLY SERVICES, INC.		72875	TEMP W/E 6/19/16	1,108.40	
56516	07/18/16	216.00 003271	216.00	KJRB INC		72801	TOWING VEH# 1125 PC	216.00	
56517	07/18/16	100.00 880	100.00	LEXISNEXIS RISK SOLUTIONS		72787	FEB 16 CORRECTION	-50.00	
						72788	APR 16 SERVICES	50.00	
						72789	JUN 16 SERVICES	50.00	
						72806	MAY 16 SERVICE	50.00	
56518	07/18/16	157.10 003059	157.10	MAILFINANCE INC		72845	6/28-7/27 LEASE ADM	157.10	
56519	07/18/16	330.44 001296	330.44	MATTHEW BENDER & CO., INC.		72790	CA PUB RELATIONS #27	330.44	
56520	07/18/16	5,000.00 003291	5,000.00	MONTEREY BAY ECON PARTNERSHIP		72852	FY17 MEMBERSHIP	5,000.00	
56521	07/18/16	3,649.00 003219	3,649.00	MSDS ONLINE INC.		72842	7/16-7/15/17 RENEWAL	3,649.00	
56522	07/18/16	325.96 001063	325.96	NEW FLYER IND. CANADA ULC DBA		72785	INVENTORY ORDER	325.96	
56523	07/18/16	18.27 004	18.27	NORTH BAY FORD LINC-MERCURY		72828	RPR VEH #2402 PC	18.27	
56524	07/18/16	6,731.48 009	6,731.48	PACIFIC GAS & ELECTRIC		72805	5/27-6/27 1200A RIVE	3,146.13	
						72873	6/4-7/5 WTC SVT PNR	3,517.09	
						72874	6/3-7/4 SVTC	68.26	
56525	07/18/16	100.00 002809	100.00	PACIFIC PROPANE		72766	FY17 PROPANE LEASE	100.00	
56526	07/18/16	1,058.00 002947	1,058.00	PEDALERS EXPRESS		72843	JUN 16 COURIER SVC	1,058.00	
56527	07/18/16	75.50 481	75.50	PIED PIPER EXTERMINATORS, INC.	7	72823	JUN 16 PEST WTC REST	75.50	
56528	07/18/16	146.81 050	146.81	PITNEY BOWES INC. RENTAL PMT		72862	7/1-9/30 METER RENT	146.81	
56529	07/18/16	180.00 187	180.00	POLAR RADIATOR SERVICE INC		72824	RPR VEH #1301	180.00	
56530	07/18/16	39,128.80 002939	39,128.80	PREFERRED BENEFIT		72848	JUL 16 DENTAL	39,128.80	
56531	07/18/16	160.11 E969	160.11	PYE, GINA		72849	OFFICE SUPPLIES	76.11	
						72850	MEETING REIMBURSEMENT	84.00	
56532	07/18/16	2,257.47 R659	2,257.47	RANKIN STOCK HEABERLIN		72861	SC 03-15-10	2,257.47	
56533	07/18/16	444.94 001153	444.94	REPUBLIC ELEVATOR COMPANY INC		72784	JUL 16 MAINTENANCE	444.94	
56534	07/18/16	85.50 003024	85.50	RICOH USA, INC CA		72767	3/24-6/23IMAGES GOLF	85.50	

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56535	07/18/16	2,447.77 001379		SAFETY-KLEEN INC		72797	HAZARDOUS WASTE	2,447.77	
56536	07/18/16	319.88 107A		SAN LORENZO LUMBER & HOME CTR		72796	SMC DRINKING FOUNTAL	50.19	
						72814	MAIL CUBBIES OPS	66.73	
						72815	RPR GATE SMC	41.10	
						72816	GRAVEL	8.80	
						72830	RPR CONCRETE VERNON	43.39	
						72831	BOOKSHELF HR	8.69	
						72832	MAIL CUBBLES OPS	100.98	
						72768	INVENTORY ORDER	39.25	
						72769	INVENTORY ORDER	73.62	
						72770	INVENTORY ORDER	35.48	
						72771	INVENTORY ORDER	12.35	
						72772	INVENTORY ORDER	28.57	
						72773	INVENTORY ORDER	45.64	
						72774	INVENTORY ORDER	27.93	
						72775	INVENTORY ORDER	81.69	
						72776	INVENTORY ORDER	55.98	
						72863	6/1-6/15 W/C REPLEN	-9,560.93	
						72864	CLAIM 2010226708	30,683.37	
						72865	5/16-5/31 W/C REPLEN	11,574.89	
						72841	JUN 16 LEGAL ADS	908.46	
						72803	4/6-6/6 WATER SVTC	148.78	
						72804	4/6-6/6 FIRE SVC SVT	45.70	
						72847	DOMESTIC NONPROFIT	20.00	
						72857	RUMBLE PLATE DUBOIS	264.00	
						72844	JUL 16 LEGISLATE SVC	2,500.00	
						72783	LONGEVITY AWARD	129.63	
						72877	****-****-****-5056	7,285.02	
						72878	****-****-****-6490	799.28	
						72879	****-****-****-0811	852.52	
						72792	MAT TOWELS PC	6.99	
						72817	MATS DUBOIS	6.48	
						72818	CUSTODIAL SUPPLIES	40.42	
						72819	LAUNDRY SERVICE	195.15	
						72820	TOWELS	69.01	
						72833	LAUNDRY SERVICE	40.36	
						72853	MAY 16 RENT	3,500.00	
						72896	KEYS OPS	38.14	
						72960	INVENTORY ORDER	72.81	
						72884	TEMP W/E 7/8/16	834.72	
						72974	JUL 16 TPA FEES	4,646.33	
						73026	GOLF FIRE ACCESS	2,170.00	
						73028	STRUCTURAL ANALYSIS	852.50	
						72939	INVENTORY ORDER	3,316.80	
						72944	FY16 AUDIT	1,800.00	
						72921	AUG 16 MEDICAL	798,399.42	

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DATE: 07/01/16 THRU 07/31/16

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
56556	07/25/16	101.62 M022	101.62	CAPELLA, KATHLEEN	0	72981	AUG 16 RETIREE SUPP	101.62	
56557	07/25/16	16,807.50 833	16,807.50	CITRIX SYSTEMS INC.		72932	7/1-7/1/19 MAINTENAN	16,807.50	
56558	07/25/16	5,082.70 001346	637.50	CITY OF SANTA CRUZ-FINANCE		72934	2016 3RD QTR DEF FEE	637.50	
			649.50			72935	2016 3RD QTR DEF FEE	649.50	
			3,482.47			72936	COOP MGMT FEE SMC	3,482.47	
			313.23			72940	LANDFILL	313.23	
56559	07/25/16	49.40 130	49.40	CITY OF WATSONVILLE UTILITIES		72998	6/13-7/11 WATER WTC	49.40	
56560	07/25/16	61,464.35 001124	8,895.59	CLEAN ENERGY		72898	LNG 5/25/16	8,895.59	
			9,303.54			72899	LNG 6/6/16	9,303.54	
			9,654.65			72900	LNG 6/3/16	9,654.65	
			8,256.25			72901	LNG 5/20/16	8,256.25	
			9,338.20			72902	LNG 5/23/16	9,338.20	
			8,734.45			72906	LNG 6/27/16	8,734.45	
			7,281.67			72907	LNG 6/24/16	7,281.67	
56561	07/25/16	710.17 E957	171.20	CLIFFORD, ALEX		73023	TRAVEL REIMBURSEMENT	171.20	
			198.21			73024	TRAVEL REIMBURSEMENT	198.21	
			340.76			73025	TRAVEL REIMBURSEMENT	340.76	
56562	07/25/16	985.58 075	985.58	COAST PAPER & SUPPLY INC.		72914	INVENTORY ORDER	985.58	
56563	07/25/16	5,774.36 003034	2,890.00	COASTAL LANDSCAPING INC. DBA		72915	JUL 16 LANDSCAPING	2,890.00	
			2,884.36			73014	OUTFLOW RPR PROJECT	2,884.36	
56564	07/25/16	2,130.03 002814	1,500.00	CREATIVE BUS SALES, INC.		72909	INVENTORY ORDER	1,500.00	
56565	07/25/16	1,500.00 003225	2,130.03	CTE CENTER FOR TRANSPORTATION	0	72887	AB2766 GRANT APPLICA	2,130.03	
56566	07/25/16	50.91 M039	50.91	DAVILA, ANA MARIA		72975	AUG 16 RETIREE SUPP	50.91	
56567	07/25/16	52.79 E986	52.79	DELFIN, MONIK		72888	TESTING SUPPLIES	52.79	
56568	07/25/16	2,495.81 480	2,495.81	DIESEL MARINE ELECTRIC, INC.		72971	TEST ALTERNATOR	2,495.81	
56569	07/25/16	137.50 001329	137.50	DOC AUTO LLC		72910	RPR VEH #802	137.50	
56570	07/25/16	1,210.00 916	620.00	DOCTORS ON DUTY MEDICAL CLINIC		72927	MAY 16 DOT EXAMS	620.00	
			220.00			72928	MAR 16 DOT EXAMS	220.00	
			610.55			72930	APR 16 DOT EXAMS	610.55	
56571	07/25/16	3,731.70 003274	161.42	EAST BAY TIRE CO.		72982	TIRES	161.42	
			2,959.73			72983	TIRES	2,959.73	
56572	07/25/16	55.81 002307	55.81	EWING IRRIGATION PRODUCTS		73022	TIRES	55.81	
56573	07/25/16	1,065.00 490	1,065.00	FAST RESPONSE ON-SITE		73027	BACKFLOW VERNON	1,065.00	
56574	07/25/16	487.98 001172	487.98	FERGUSON ENTERPRISES INC. #795		73021	RESPIRATOR TEST	487.98	
56575	07/25/16	9,634.29 002952	487.98	FLYERS ENERGY LLC		72972	URINAL WTC	487.98	
			7,650.61			72882	6/15-6/30 FUEL	7,650.61	
			31.60			72962	6/16-6/30 FUEL PC	31.60	
56576	07/25/16	101.62 M041	31.60	GOUVEIA, ROBERT	0	73004	PROPANE	31.60	
56577	07/25/16	617.60 282	101.62	GRAINER		72976	AUG 16 RETIREE SUPP	101.62	
			44.56			72916	INVENTORY ORDER	44.56	
			108.01			72952	RPR BROKEN SINK PC	108.01	
			406.12			72965	WATER COOLER	406.12	
			43.79			73009	INVENTORY ORDER	43.79	
			15.12			73010	INVENTORY ORDER	15.12	
56578	07/25/16	66,849.54 003178	66,849.54	HILL INTERNATIONAL INC		73029	JUN 16 PROJ MGMT SVC	66,849.54	
56579	07/25/16	2,789.51 R612	2,789.51	HOWIE & SMITH, L.L.P.		72950	SC 07-14-17	2,789.51	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
CHECK JOURNAL DETAIL BY CHECK NUMBER  
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PAGE 9

DATE: 07/01/16 THRU 07/31/16

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
56580	07/25/16	1,956.50 003284	KEISH ENVIRONMENTAL PC CORP		72917	CONSULTING OUTFALL	1,956.50		
56581	07/25/16	3,103.52 878	KELLY SERVICES, INC.		73011	TEMP W/E 7/10/16	886.72		
					73012	TEMP W/E 7/3/16	1,108.40		
					73013	TEMP W/E 6/26/16	1,108.40		
56582	07/25/16	3,422.39 001233	KIMBALL MIDWEST		72953	NON INVENTORY ITEM	141.42		
					72958	NON INVENTORY ITEMS	3,280.97		
					72903	STAIRWAY INVESTIGATI	5,283.03		
					72926	CL 1989102352	99.00		
					72947	AUG 16 RENT	1,943.59		
					72937	CUSTODIAL SUPPLIES	163.61		
56583	07/25/16	5,283.03 003278	KTA-TATOR INC		72885	NON INV ELEC CONNECT	65.02		
56584	07/25/16	99.00 852	LAW OFFICES OF MARIE F. SANG	7	72889	***-***-***-1598	200.00		
56585	07/25/16	1,943.59 003273	MGP XI REIT LLC		72904	RPR VEH #2402 PC	95.16		
56586	07/25/16	163.61 001052	MID VALLEY SUPPLY INC.		72946	INVENTORY ORDER	312.07		
56587	07/25/16	65.02 003173	MOUSER ELECTRONICS INC		72954	INVENTORY ORDER	25.82		
56588	07/25/16	200.00 003061	NEOFUNDS BY NEOPOST DBA		72961	INVENTORY ORDER	57.58		
56589	07/25/16	1,061.11 004	NORTH BAY FORD LINC-MERCURY		73008	RPR #713,1114,1115PC	570.48		
					72923	TEMP W/E 7/1/16	792.00		
56590	07/25/16	1,584.00 003115	OFFICE TEAM		72924	TEMP W/E 6/24/16	792.00		
					72945	MAR 16 MAINTENANCE	3,966.67		
56591	07/25/16	3,966.67 002940	OJO TECHNOLOGY, INC.		72937	6/8--7/7 PARACRUZ	921.81		
56592	07/25/16	921.81 009	PACIFIC GAS & ELECTRIC		72977	AUG 16 RETIREE SUPP	50.91		
56593	07/25/16	50.91 M109	PEREZ, CHERYL		72966	JUN 16 PEST GOLFCUB	65.00		
56594	07/25/16	65.00 481	PIED PIPER EXTERMINATORS, INC.		72999	RPR DRAIN LA MANCHA	617.00		
56595	07/25/16	617.00 001149	PREFERRED PLUMBING, INC.		72925	DOT DRUG EXAM	175.35		
56596	07/25/16	175.35 003020	QUEST DIAGNOSTIC INC.		72922	4/1-6/30 IMAGES OPS	921.80		
56597	07/25/16	921.80 003024	RICOH USA, INC CA		72890	6/26-7/25 LEASE C/S	266.43		
56598	07/25/16	266.43 215	RICOH USA, INC. TX		72891	BALLASTS	177.39		
56599	07/25/16	746.43 536	RIVERSIDE LIGHTING & ELECTRIC		72892	SMC OVERHEAD LIGHTS	221.26		
					72893	PROJECTOR MOUNT OPS	89.96		
					72894	PIGTAIL FOR ROOFERS	233.94		
56600	07/25/16	33,799.46 904	RNL/INTERPLAN, INC. A CA CORP		72895	RPR OUTLET HR DEPT	23.88		
					72881	PROF SVC THRU 4/30	16,674.03		
56601	07/25/16	101.62 M085	ROSSI, DENISE	0	73030	PROF SVC THRU 6/30	17,125.43		
56602	07/25/16	50.91 M030	ROWE, RUBY		72978	AUG 16 RETIREE SUPP	101.62		
56603	07/25/16	330.32 107A	SAN LORENZO LUMBER & HOME CTR		72979	AUG 16 RETIREE SUPP	50.91		
					72959	PLAQUE OPS	215.70		
					72963	PNR CHAIN	46.76		
					72964	INVENTORY ORDER	23.95		
					73002	RPR RESTROOM WTC	34.63		
					73003	RPR FOUNTAIN SMC	9.28		
56604	07/25/16	128.27 135	SANTA CRUZ AUTO PARTS, INC.		72883	BATTERY	128.27		
56605	07/25/16	16,488.95 002917	SANTA CRUZ METRO TRANSIT W/C		72986	7/1-7/15 W/C REPLENI	16,488.95		
56606	07/25/16	8,312.43 079	SANTA CRUZ MUNICIPAL UTILITIES		72988	6/7-7/6 WATER 1200A	283.70		
					72989	6/7-7/6 IRRIG 1200RI	21.59		
					72990	6/7-7/6 SOQ-FREDRICK	916.64		

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
CHECK JOURNAL DETAIL BY CHECK NUMBER  
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DATE: 07/01/16 THRU 07/31/16

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
56607	07/25/16	4,209.56	977	SANTA CRUZ TRANSPORTATION, LLC		72991	6/7-7/6 IRRIG GOLF	68.46	
56608	07/25/16	68.00	115	SNAP-ON INDUSTRIAL		72992	6/7-7/6 PACIFIC ISLA	64.27	
56609	07/25/16	190.00	001817	SOCIETY FOR HUMAN RESOURCE		72993	6/7-7/6 PACIFIC	2,609.21	
56610	07/25/16	13,904.12	001075	SOQUEL III ASSOCIATES	7	72994	6/7-7/6 1200B RIVER	2,337.57	
56611	07/25/16	373.05	080A	STATE BOARD OF EQUALIZATION		72995	6/7-7/6 WATER GOLF	1,340.37	
56612	07/25/16	827.42	002675	THOMSON REUTERS BARCLAYS WEST		72996	6/7-7/6 WATER VERNON	548.92	
						72997	6/7-7/6 IRRIG VERNON	121.70	
56613	07/25/16	1,144.40	003037	TYCO INTEGRATED SECURITY		73007	JUN 16 SERVICES	4,209.56	
						72987	EMPLOYEE TOOL RPR	68.00	
56609	07/25/16	190.00	001817	SOCIETY FOR HUMAN RESOURCE		72973	8/1-7/31/17 MEMBERSH	190.00	
56610	07/25/16	13,904.12	001075	SOQUEL III ASSOCIATES	7	72948	AUG 16 RENT	13,904.12	
56611	07/25/16	373.05	080A	STATE BOARD OF EQUALIZATION		72984	APR-JUN DIESEL TAX	373.05	
56612	07/25/16	827.42	002675	THOMSON REUTERS BARCLAYS WEST		72929	JUN 16 SERVICES	520.70	
						72985	6/5-7/4 SERVICES	306.72	
56613	07/25/16	1,144.40	003037	TYCO INTEGRATED SECURITY		73000	8/1-10/31 ALARM GOLF	403.57	
						73001	8/1-10/31 ALARM OPS	740.83	
56614	07/25/16	6,502.50	351	ULTRABAC SOFTWARE		72931	7/30-7/30/19 MAINT	6,502.50	
56615	07/25/16	680.02	003152	UNIFIRST CORPORATION		72938	LAUNDRY SERVICE	14.64	
						72949	MATS OPS	6.48	
						72951	CUSTODIAL SUPPLIES	40.42	
						72955	LAUNDRY SUPPLIES	195.15	
						72956	CUSTODIAL SUPPLIES	69.01	
						72967	MATS TOWELS	6.99	
						72968	LAUNDRY SERVICE	195.15	
						72969	TOWELS	69.01	
						73016	LAUNDRY SERVICE	14.64	
						73017	LAUNDRY SERVICE	14.64	
						73018	CUSTODIAL SUPPLIES	40.42	
						73019	MATS	6.48	
						73020	MATS TOWELS	6.99	
56616	07/25/16	100.33	007	UNITED PARCEL SERVICE		72886	FREIGHT	100.33	
56617	07/25/16	4,111.73	002829	VALLEY POWER SYSTEMS, INC.		72897	RPR VEH #9826	220.85	
						72908	CREDIT	-97.03	
						72911	INVENTORY ORDER	2,934.55	
						72912	INVENTORY ORDER	851.75	
						72913	INVENTORY ORDER	242.57	
						72918	CREDIT	-67.97	
						72919	INVENTORY ORDER	19.44	
						72920	INVENTORY ORDER	7.57	
						72957	LUB FILTERS	1,978.99	
56618	07/25/16	1,978.99	221	VEHICLE MAINTENANCE PROG INC		72941	6/2-7/1 TELECOMM PC	308.92	
56619	07/25/16	1,251.14	434	VERIZON WIRELESS	0	72942	6/2-7/1 PUSH2TALK PC	487.05	
						72943	6/2-7/1 PUSH2TALK	455.17	
						72905	DMV EXAM	75.00	
56620	07/25/16	225.00	001165	VU, THANH DR. MD	7	73005	DMV EXAM	75.00	
						73006	DMV EXAM	75.00	

# Attachment A

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
CHECK JOURNAL DETAIL BY CHECK NUMBER  
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PAGE 11

DATE: 07/01/16 THRU 07/31/16

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
56621	07/25/16	002291	326.37	WINCHESTER AUTO		72970	INVENTORY ORDER	326.37	
56622	07/25/16	M088	50.91	YAGI, RANDY	0	72980	AUG 16 RETIREE SUPP	50.91	
56623	07/27/16	080	439.00	STATE BOARD OF EQUALIZATION APR-JUN SALES TAX		73127	APR-JUN SALES TAX	439.00	MANUAL
TOTAL			2,279,514.90	ACCOUNTS PAYABLE			TOTAL CHECKS	231	2,279,514.90

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# **Year to Date Monthly Financial Report as of April 30, 2016**

Santa Cruz METRO Board of Directors

*August 26, 2016*

Angela Aitken, Finance Manager

# FY16 Operating Revenue and Expenses

For the Month Ending April 30, 2016

83% of Fiscal Year Elapsed

<b>\$ In Thousands</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget to Actual</b>
<b>Operating Revenue:</b>	\$2,806	\$2,166	\$640
<b>Operating Expenses:</b>			
Labor - Regular	\$1,341	\$1,472	\$131
Labor - Overtime	\$243	\$202	(\$41)
Fringe Benefits	\$1,537	\$1,716	\$179
Non-Personnel Expenses	\$577	\$715	\$138
<b>Total Operating Expenses:</b>	<b>\$3,698</b>	<b>\$4,105</b>	<b>\$407</b>
<b>Operating Budget Favorable/ (Unfavorable):</b>			<b>\$1,047</b>

13-03-2



# FY16 Operating Revenue and Expenses

Year to Date as of April 30, 2016

83% of Fiscal Year Elapsed

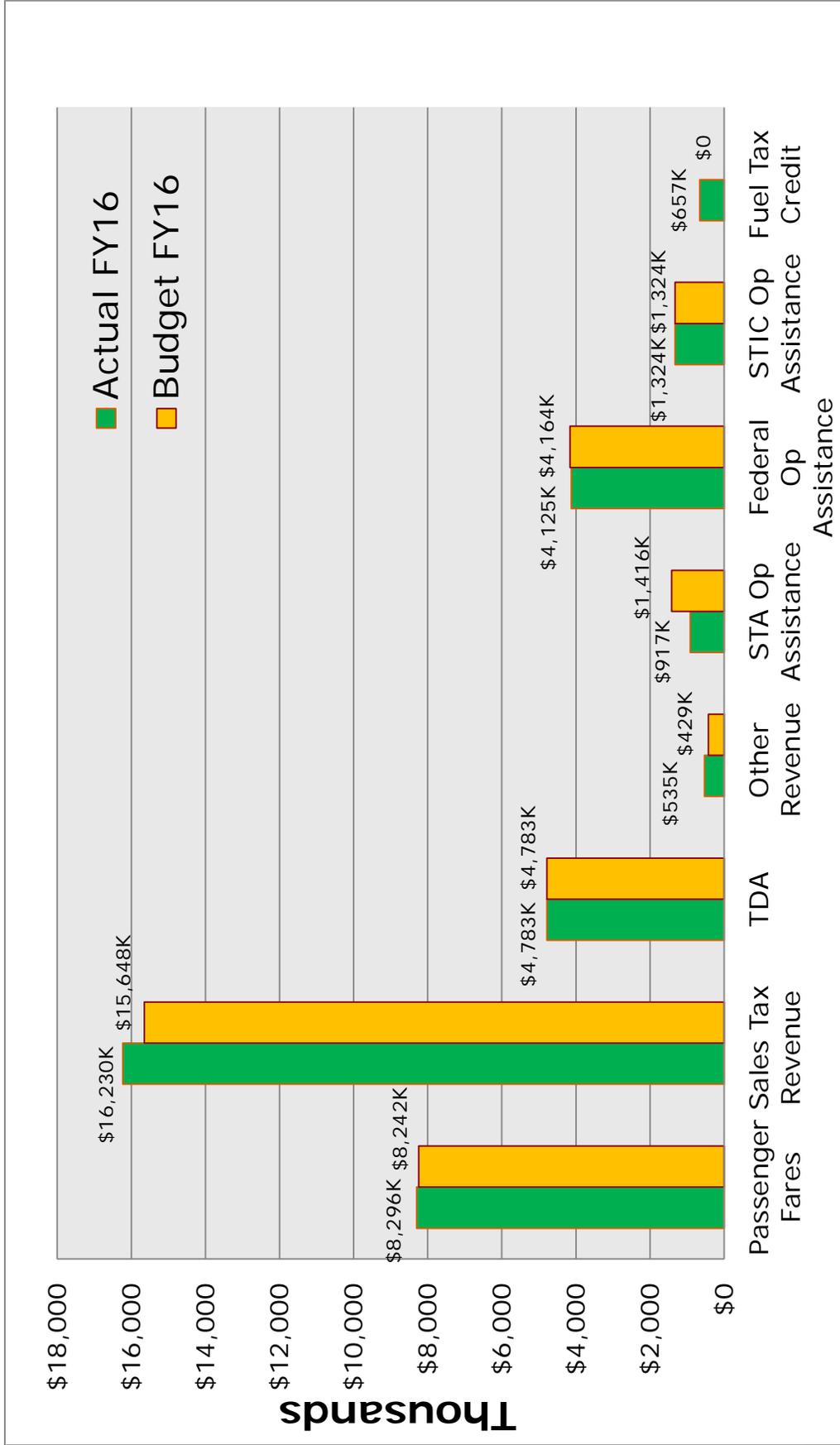
\$ In Thousands	Actual	Budget	Budget to Actual
<b>Operating Revenue:</b>	\$36,867	\$36,006	\$861
<b>Operating Expenses:</b>			
Labor - Regular	\$13,751	\$14,721	\$970
Labor - Overtime	\$2,337	\$2,015	(\$322)
Fringe Benefits	\$15,836	\$17,164	\$1,328
Non-Personnel Expenses	\$6,622	\$7,377	\$755
<b>Total Operating Expenses:</b>	<b>\$38,546</b>	<b>\$41,277</b>	<b>\$2,731</b>
<b>Operating Budget Favorable/ (Unfavorable):</b>			<b>\$3,592</b>

13-03-3



SANTA CRUZ METRO

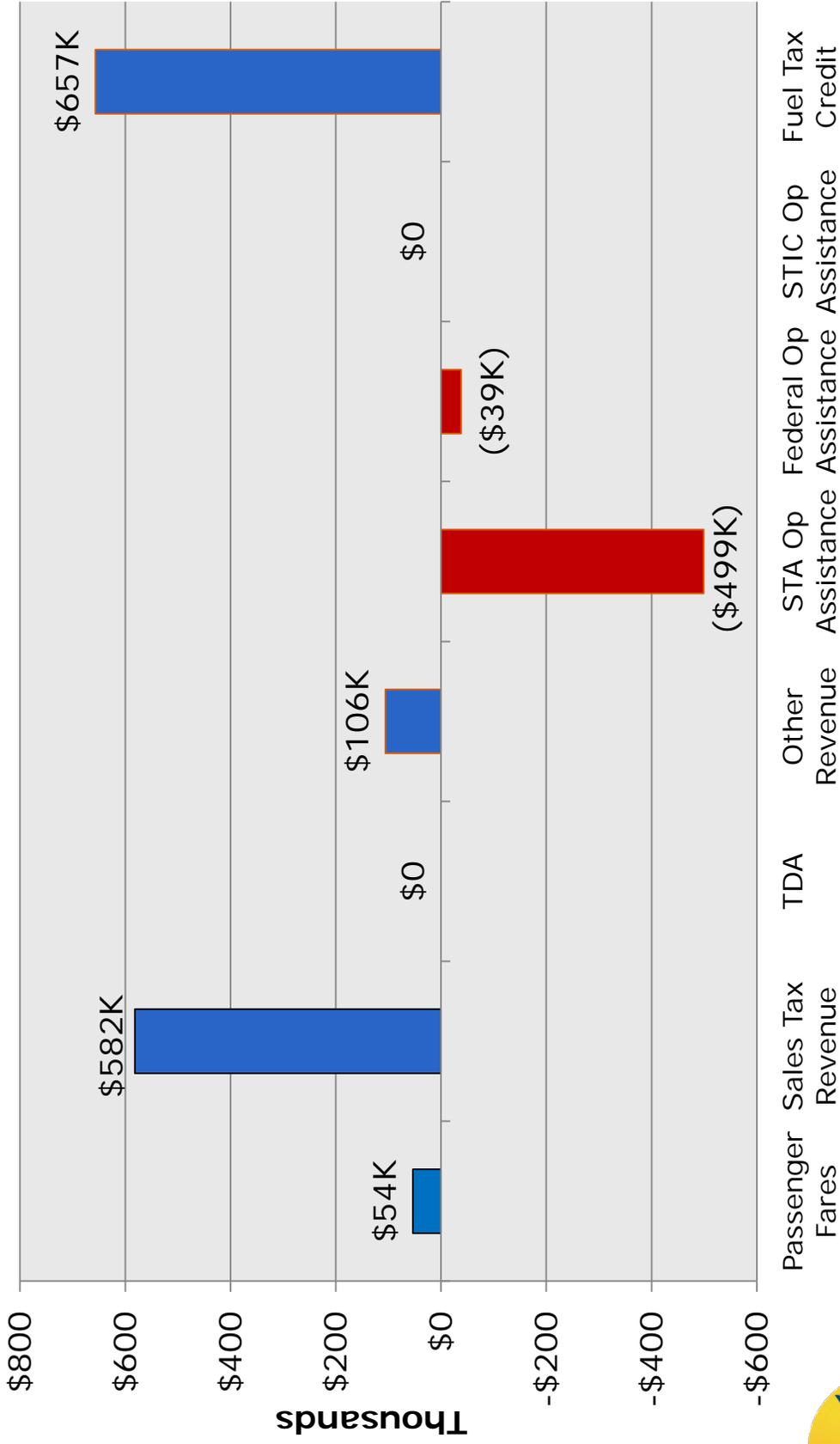
# FY16 Operating Revenue by Major Funding Source Year to Date as of April 30, 2016 83% of Fiscal Year Elapsed



# Favorable/(Unfavorable) Revenue Variance to Budget

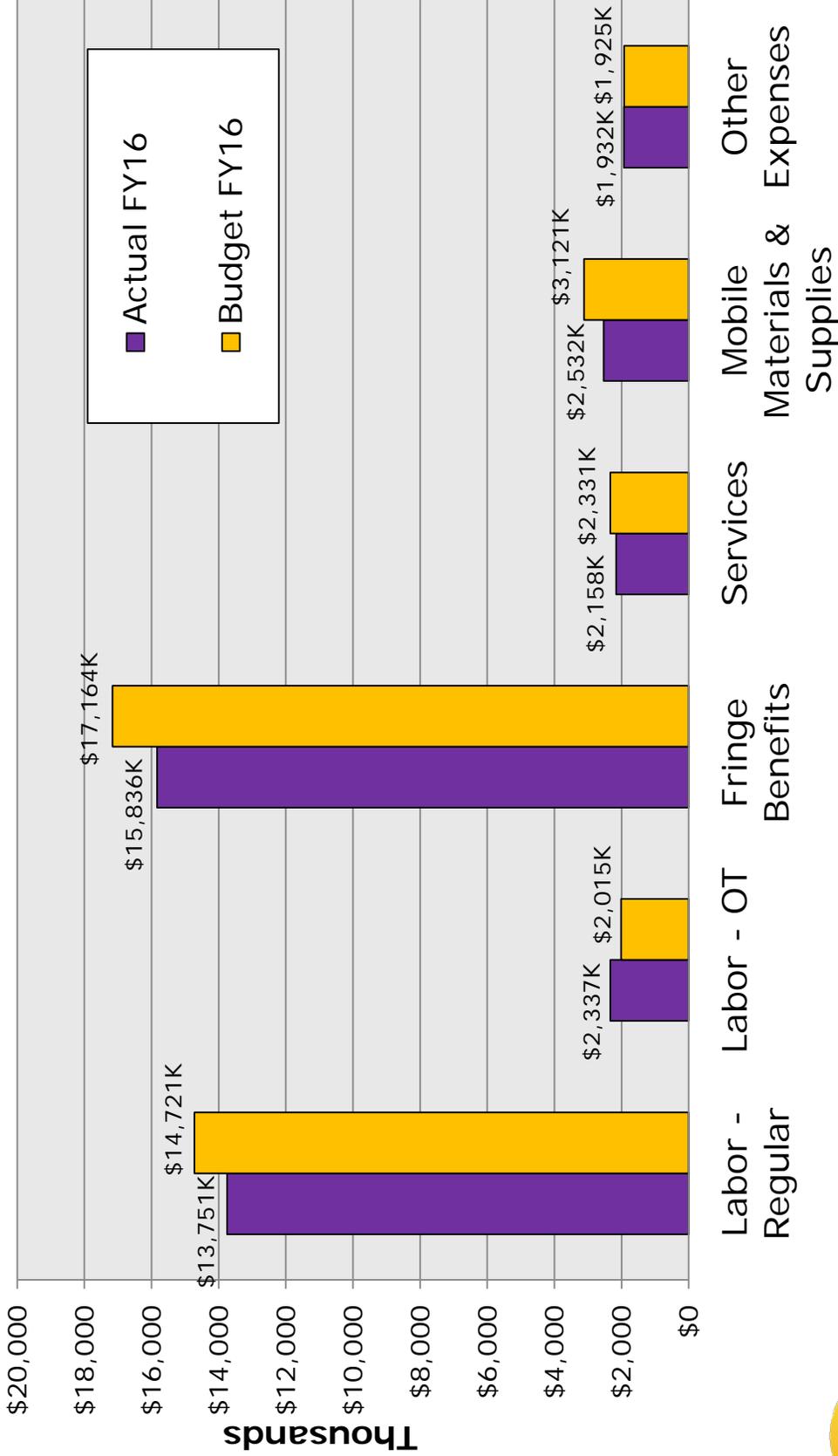
Year to Date as of April 30, 2016

83% of Fiscal Year Elapsed



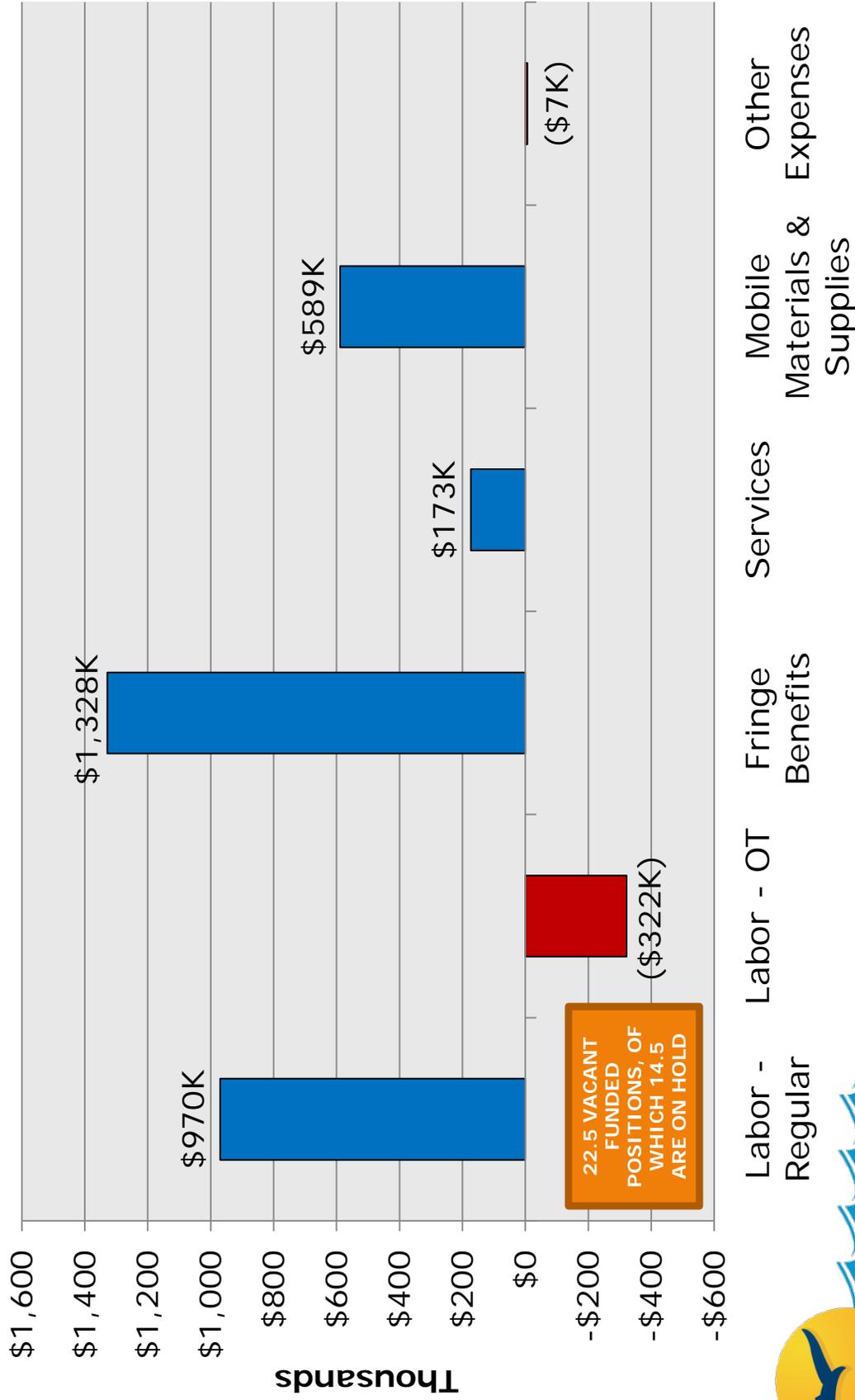
# FY16 Operating Expenses by Major Expense Category Year to Date as of April 30, 2016

83% of Fiscal Year Elapsed



# Favorable/(Unfavorable) Expense Variance to Budget Year to Date as of April 30, 2016

83% of Fiscal Year Elapsed

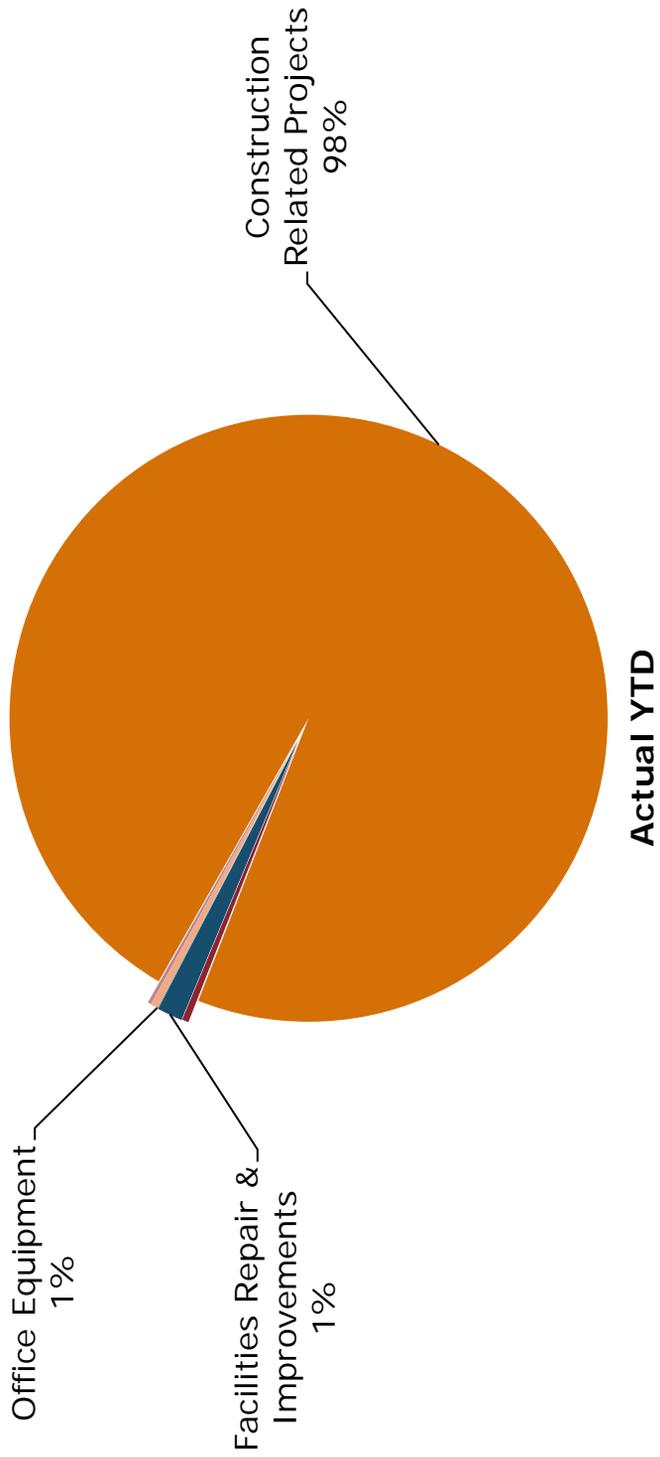


# FY16 Capital Budget

Spending Year to Date as of April 30, 2016

83% of Fiscal Year Elapsed

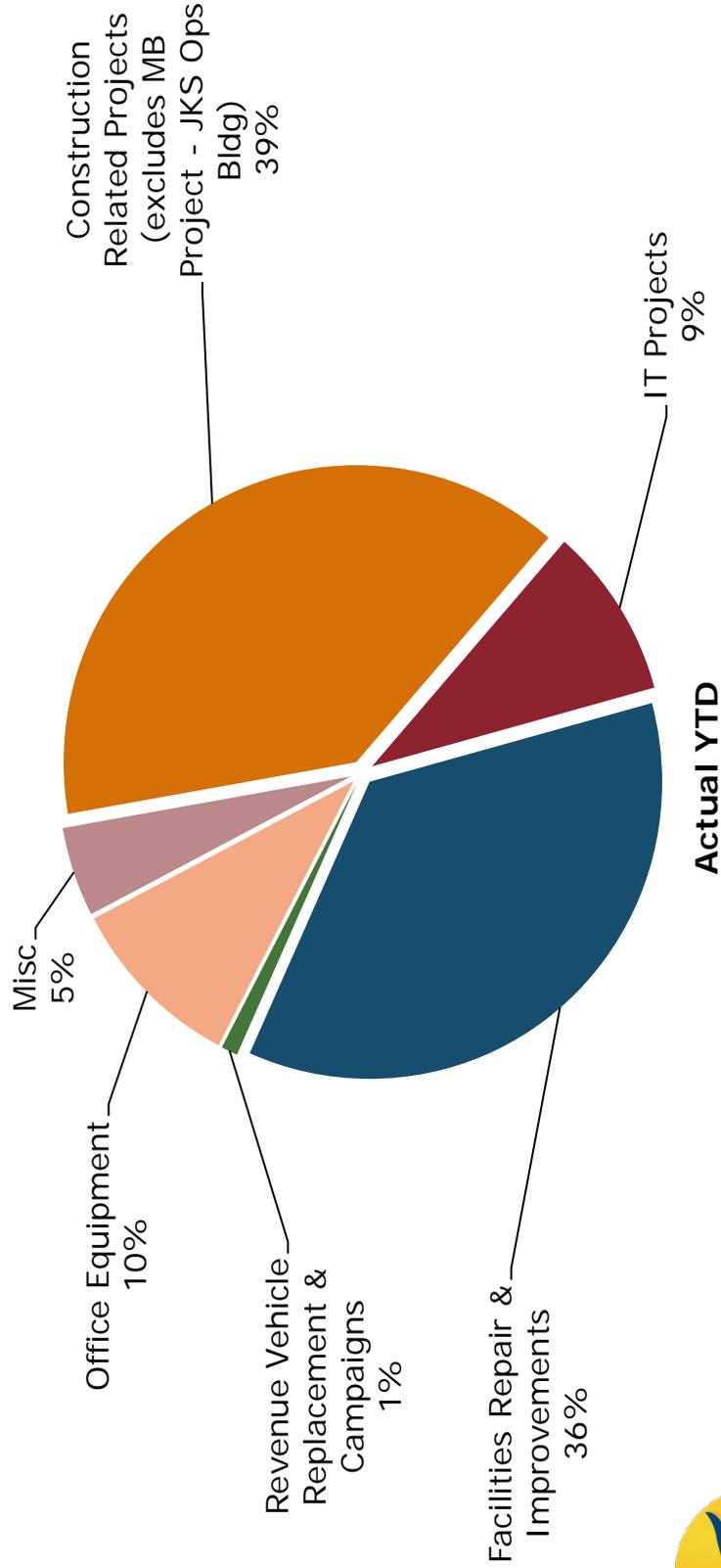
	Actual YTD	Total FY16 Budget	% Spent YTD
<b>Total Capital Projects:</b>	<b>\$7,193,394</b>	<b>\$12,285,305</b>	<b>59%</b>



# FY16 Capital Budget - Excludes MetroBase Project - JKS Ops Bldg. Spending Year to Date as of April 30, 2016

83% of Fiscal Year Elapsed

	Actual YTD	Total FY16 Budget	% Spent YTD
<b>Total Capital Projects:</b>	<b>\$274,109</b>	<b>\$2,504,272</b>	<b>11%</b>



# MetroBase Phase II Operations Building

## Life of Project

Budget Adopted January 22, 2016

Spending as of June 8, 2016

13-03.10



# MetroBase Phase II - Life of Project

## Spending as of June 8, 2016

\$ In Thousands	Budget	Actual	Remaining	% Spent
LCN – Prime Construction Contract	\$13,572	\$13,445	\$127	99%
Construction Contract Contingency	\$2,325	\$2,192	\$133	94%
In-House Project Management	\$653	\$643	\$10	98%
Consultant Costs (Hill Int'l., TRC and RNL)	\$6,269	\$6,042	\$226	96%
Non-Construction Contingencies	\$150	\$0	\$150	0%
Contracted Professional Services – prior to 9/26/14	\$150	\$150	\$0	100%
Additional Cost and Services (VSWs, Security, Dubois, etc.)	\$3,293	\$2,405	\$888	73%
<b>Total:</b>	<b>\$26,412</b>	<b>\$24,877</b>	<b>\$1,535</b>	<b>94%</b>

**13-03-11**



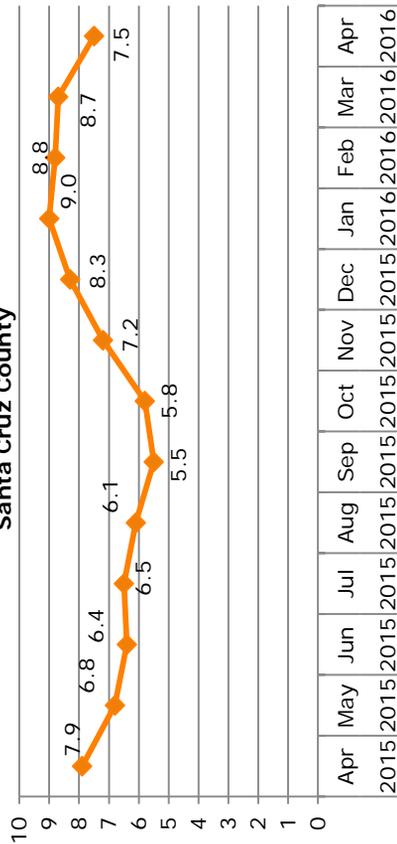
# Additional Information

13-03.12

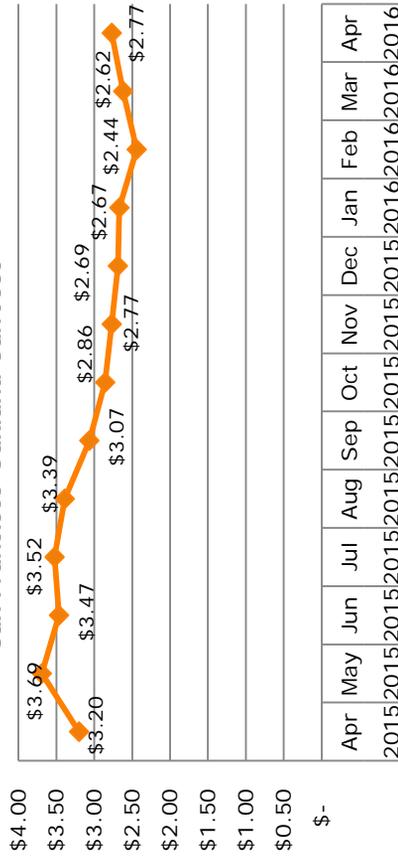


# Additional Information

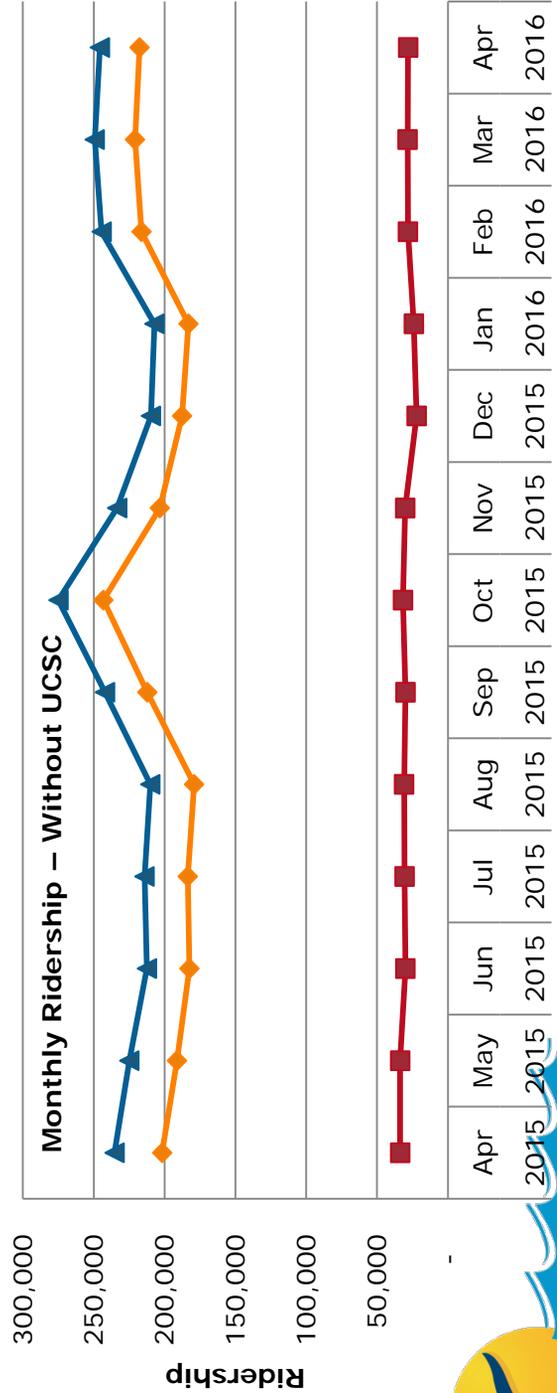
Unemployment Rate %  
Santa Cruz County



\$ Gasoline per Gallon  
San Francisco-Oakland-San Jose



Monthly Ridership – Without UCSC



# Questions

13-03.14





# **Year to Date Monthly Financial Report as of May 31, 2016**

Santa Cruz METRO Board of Directors

*August 26, 2016*

Angela Aitken, Finance Manager

# FY16 Operating Revenue and Expenses

## For the Month Ending May 31, 2016

92% of Fiscal Year Elapsed

<b>\$ In Thousands</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget to Actual</b>
<b>Operating Revenue:</b>	<b>\$4,294</b>	<b>\$4,052</b>	<b>\$242</b>
<b>Operating Expenses:</b>			
Labor - Regular	\$1,398	\$1,472	\$74
Labor - Overtime	\$281	\$202	(\$79)
Fringe Benefits	\$1,628	\$1,716	\$89
Non-Personnel Expenses	\$589	\$715	\$126
<b>Total Operating Expenses:</b>	<b>\$3,896</b>	<b>\$4,105</b>	<b>\$209</b>
<b>Operating Budget Favorable/ (Unfavorable):</b>			<b>\$451</b>

13-03-16



# FY16 Operating Revenue and Expenses

Year to Date as of May 31, 2016

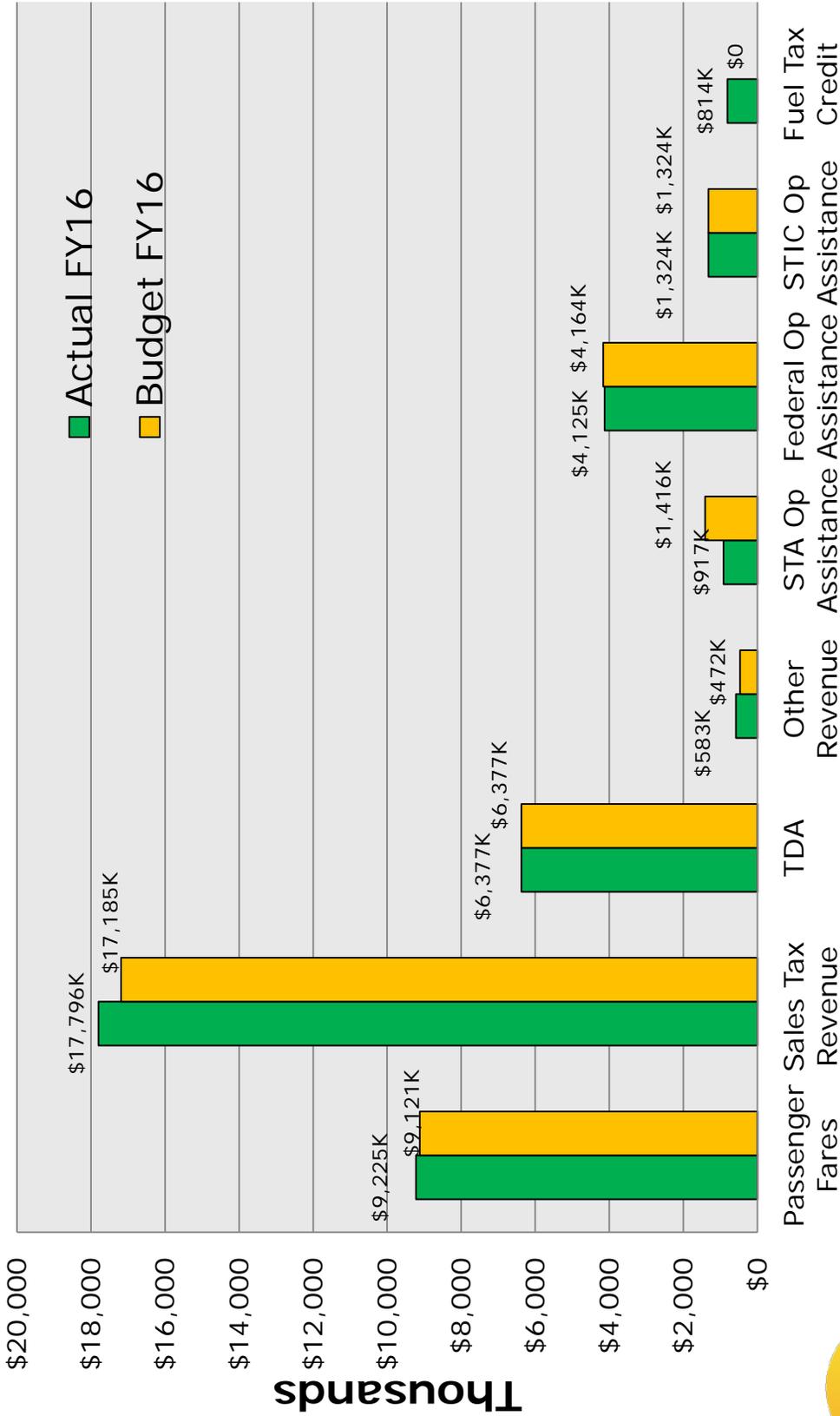
92% of Fiscal Year Elapsed

<b>\$ In Thousands</b>	<b>Actual</b>	<b>Budget</b>	<b>Budget to Actual</b>
<b>Operating Revenue:</b>	<b>\$41,161</b>	<b>\$40,058</b>	<b>\$1,103</b>
<b>Operating Expenses:</b>			
Labor - Regular	\$15,149	\$16,193	\$1,044
Labor - Overtime	\$2,618	\$2,217	(\$401)
Fringe Benefits	\$17,463	\$18,881	\$1,417
Non-Personnel Expenses	\$7,211	\$8,092	\$881
<b>Total Operating Expenses:</b>	<b>\$42,442</b>	<b>\$45,382</b>	<b>\$2,941</b>
<b>Operating Budget Favorable/ (Unfavorable):</b>			<b>\$4,044</b>

13-03-17



# FY16 Operating Revenue by Major Funding Source Year to Date as of May 31, 2016 92% of Fiscal Year Elapsed

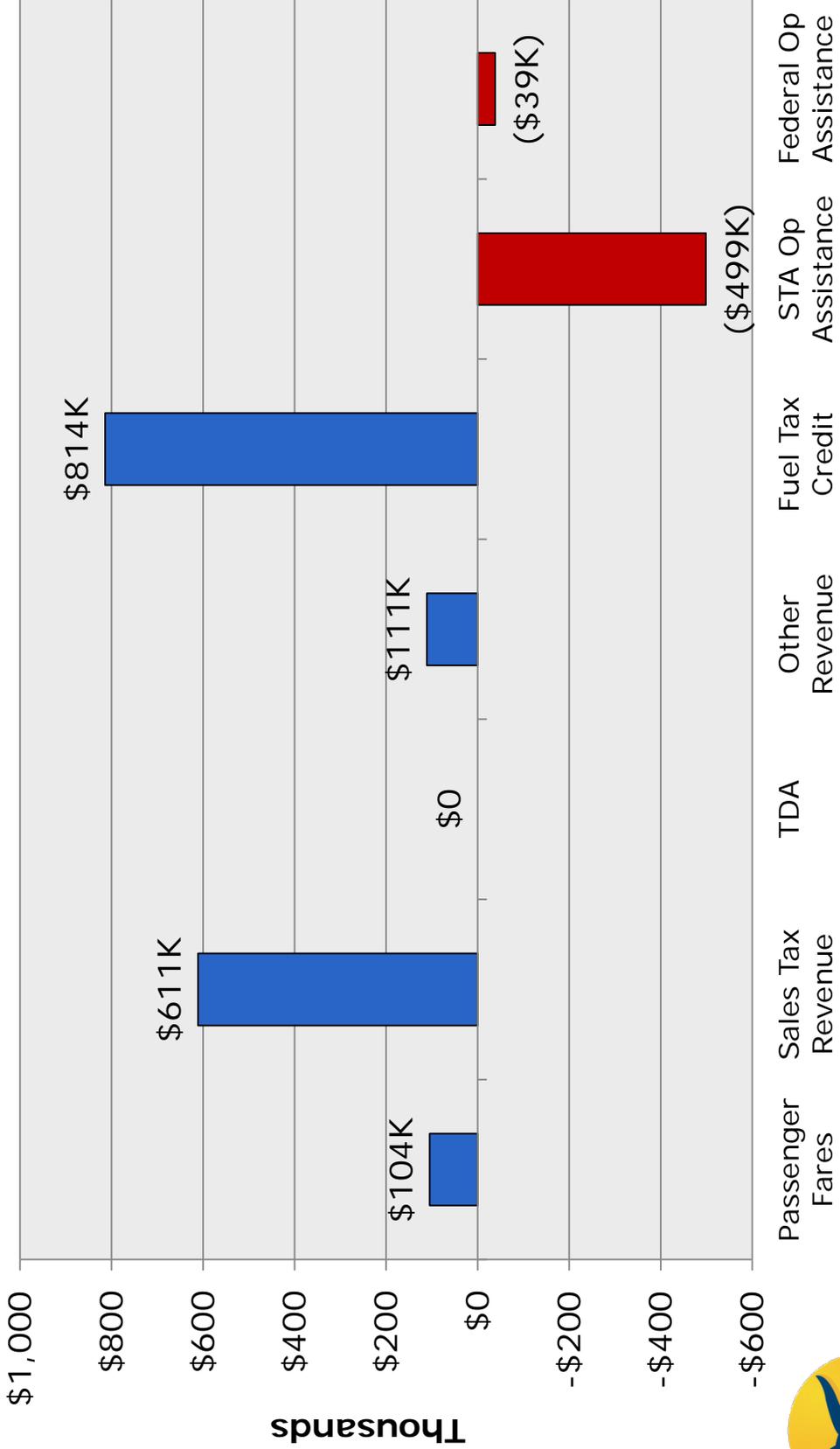


13-03-18



# Favorable/(Unfavorable) Revenue Variance to Budget Year to Date as of May 31, 2016

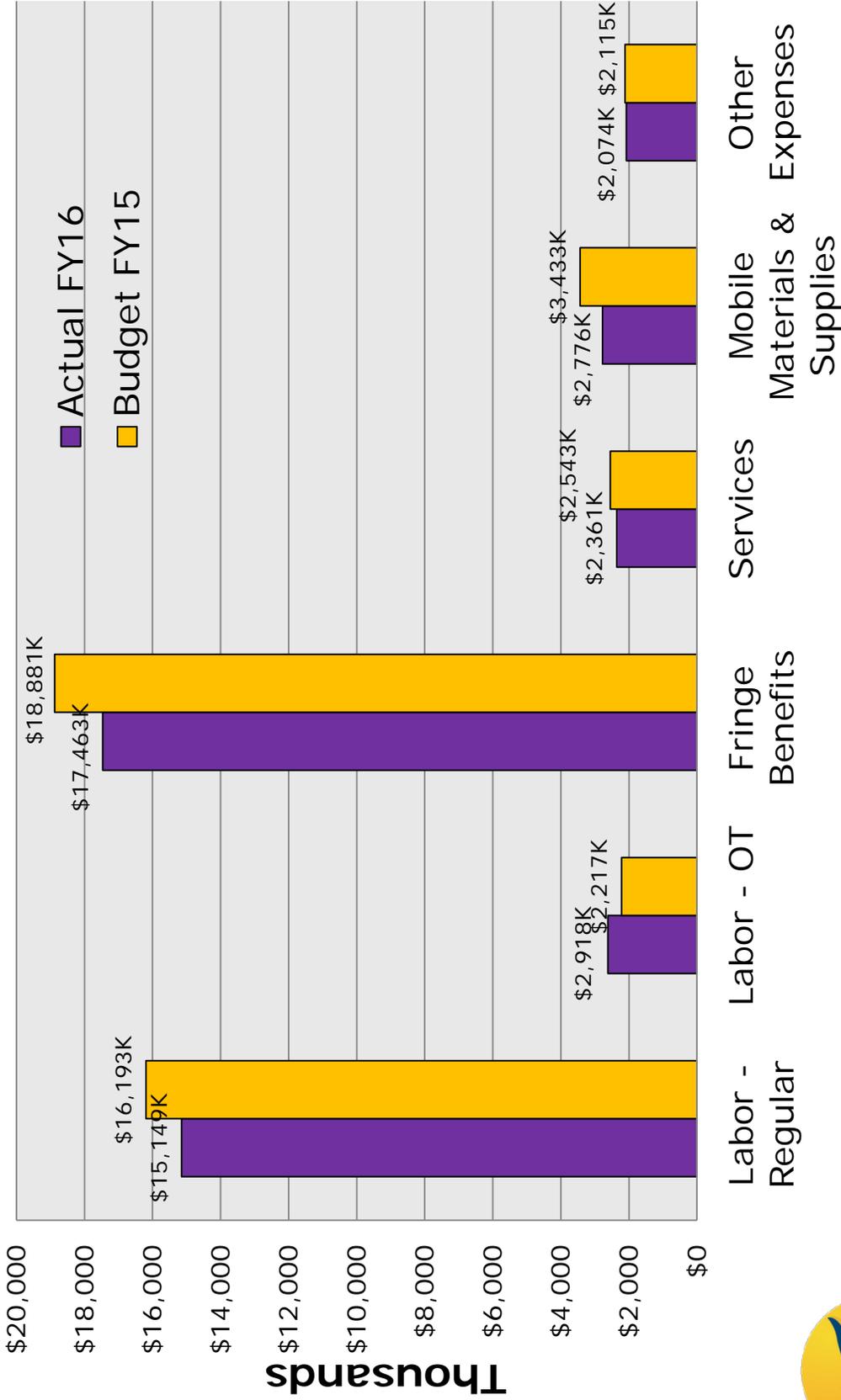
92% of Fiscal Year Elapsed



13-03-19



# FY16 Operating Revenue by Major Funding Source Year to Date as of May 31, 2016 92% of Fiscal Year Elapsed

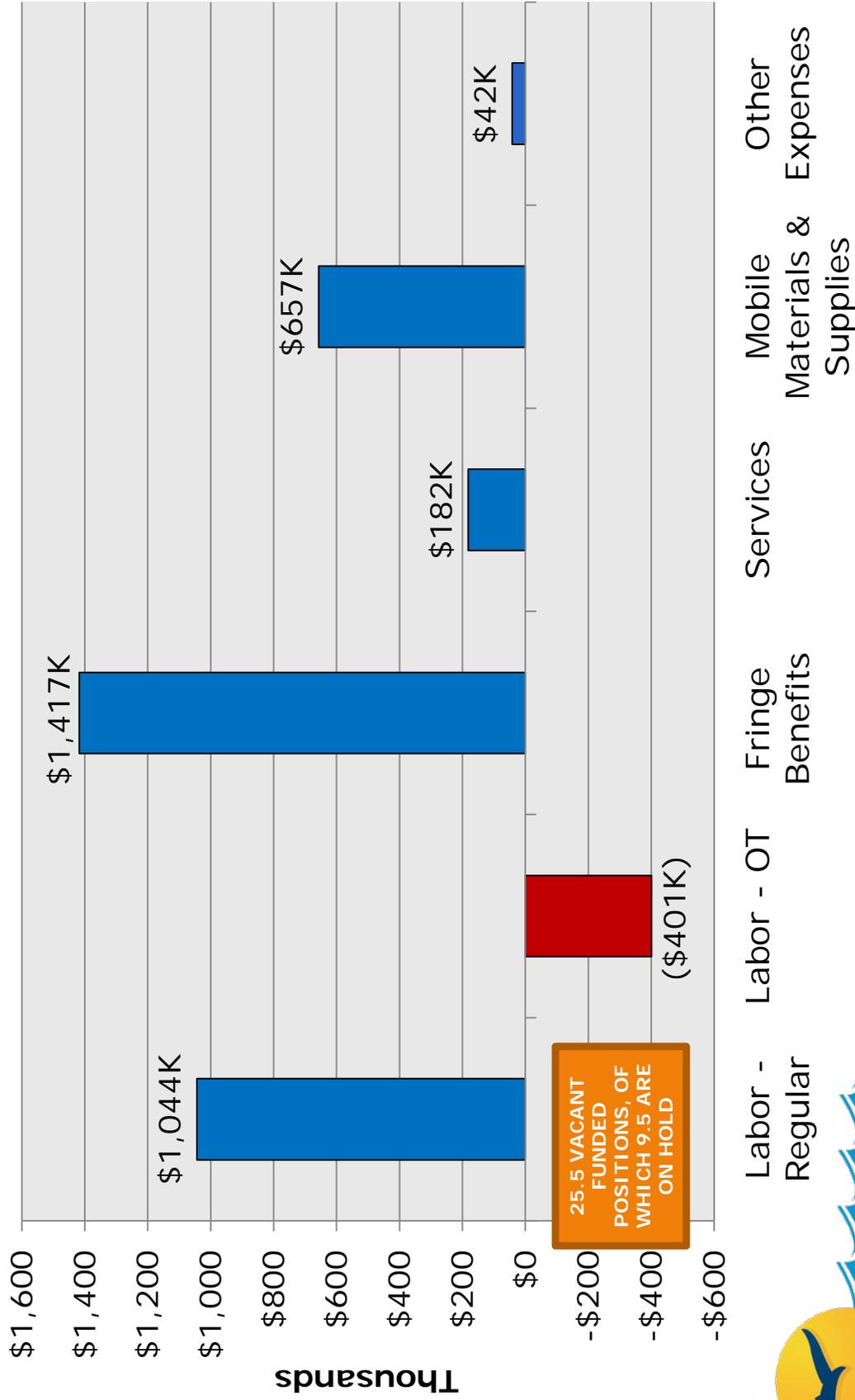


13-03.20



# Favorable/(Unfavorable) Expense Variance to Budget Year to Date as of May 31, 2016

92% of Fiscal Year Elapsed

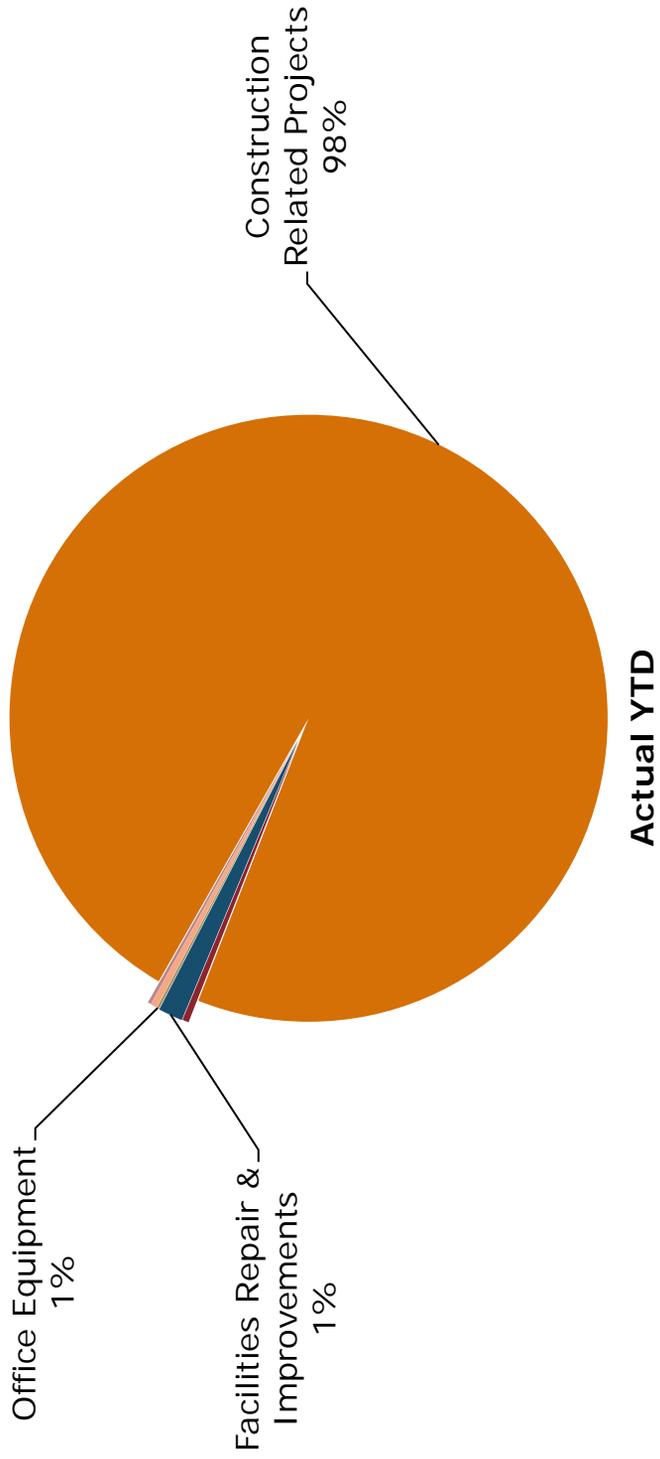


# FY16 Capital Budget

Spending Year to Date as of May 31, 2016

92% of Fiscal Year Elapsed

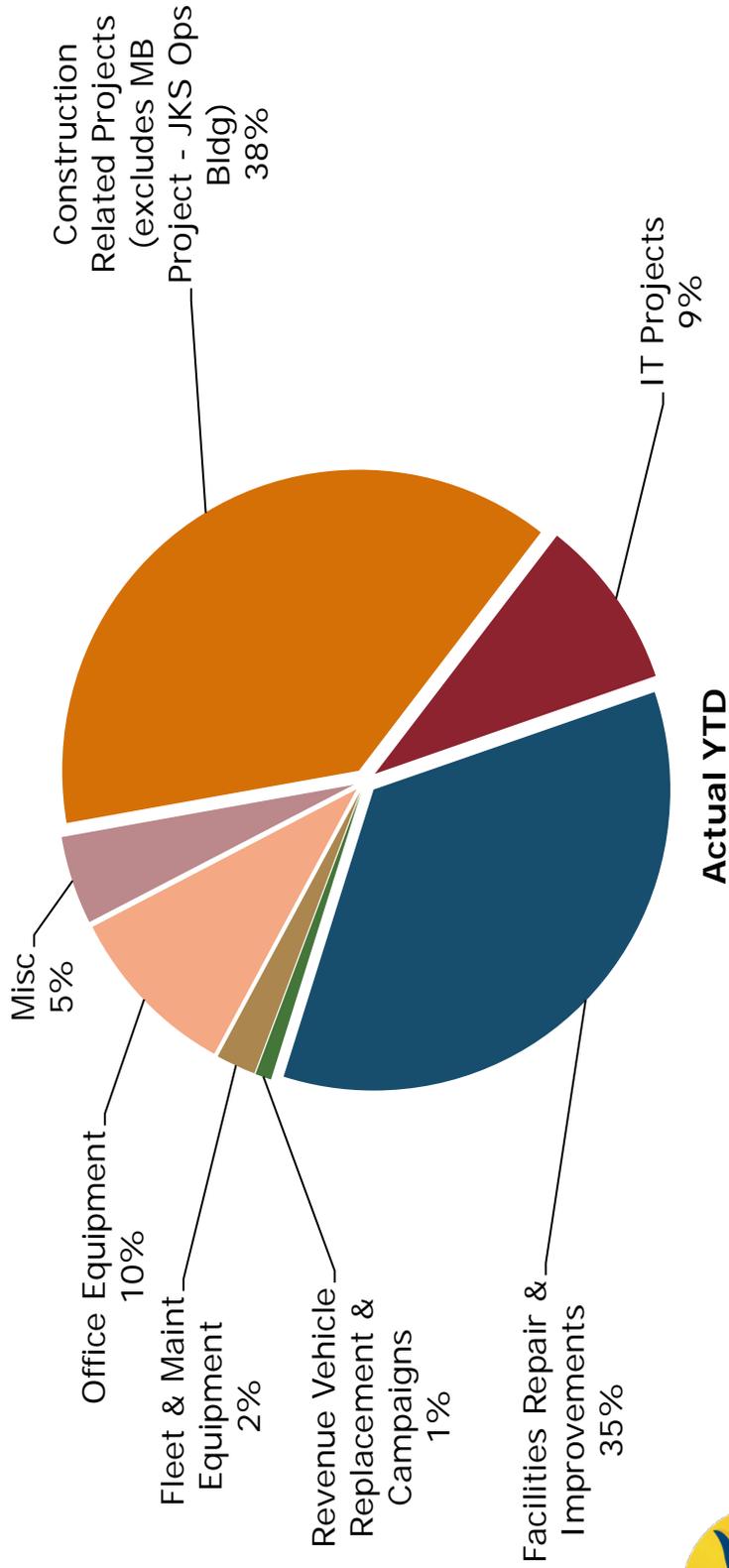
	Actual YTD	Total FY16 Budget	% Spent YTD
<b>Total Capital Projects:</b>	<b>\$7,434,556</b>	<b>\$12,285,305</b>	<b>61%</b>



# FY16 Capital Budget - Excludes MetroBase Project - JKS Ops Bldg.

Spending Year to Date as of May 31, 2016  
 92% of Fiscal Year Elapsed

	Actual YTD	Total FY16 Budget	% Spent YTD
<b>Total Capital Projects:</b>	<b>\$280,434</b>	<b>\$2,504,272</b>	<b>11%</b>



# MetroBase Phase II Operations Building Life of Project

Budget Adopted June 24, 2016

Spending as of August 4, 2016

13-03.24



# MetroBase Phase II - Life of Project

## Spending as of August 4, 2016

\$ In Thousands	Budget	Actual	Remaining	% Spent
LCN – Prime Construction Contract	\$13,572	\$13,513	\$59	100%
Construction Contract Contingency	\$2,272	\$2,141	\$131	94%
In-House Project Management	\$643	\$643	\$0	100%
Consultant Costs (Hill Int'l., TRC and RNL)	\$6,604	\$6,310	\$294	96%
Non-Construction Contingencies	\$100	\$0	\$100	0%
Contracted Professional Services – prior to 9/26/14	\$150	\$150	\$0	100%
Additional Cost and Services (VSWs, Security, Dubois, etc.)	\$3,732	\$2,554	\$1,178	68%
<b>Total:</b>	<b>\$27,072</b>	<b>\$25,310</b>	<b>\$1,762</b>	<b>93%</b>

13-03-25

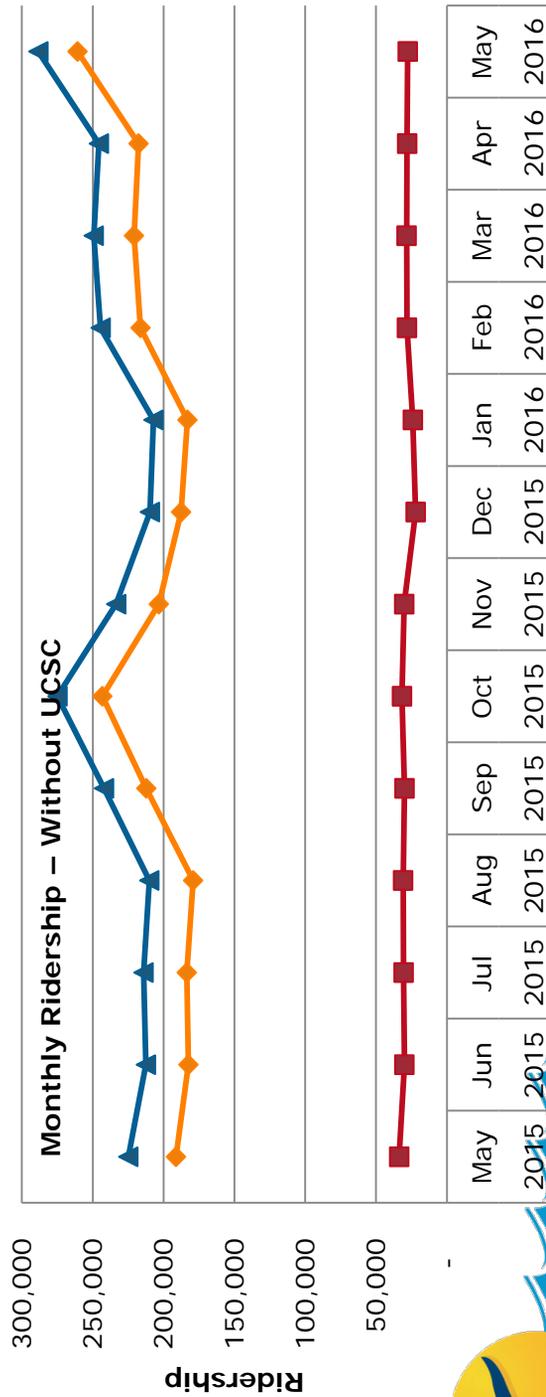
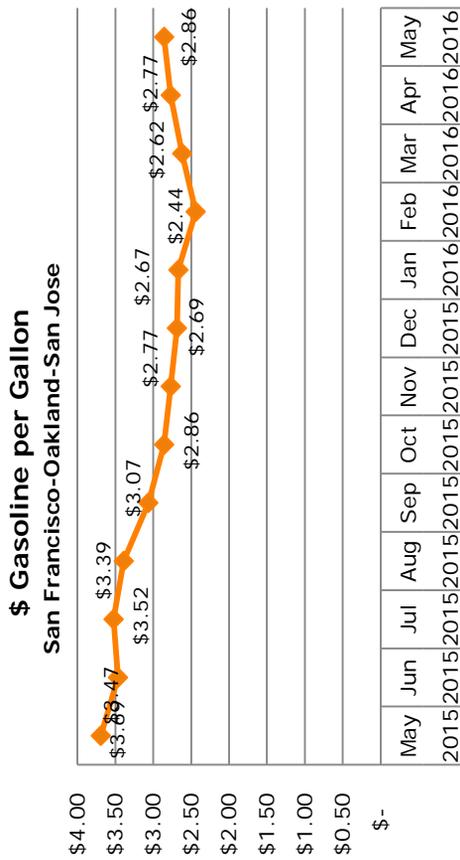
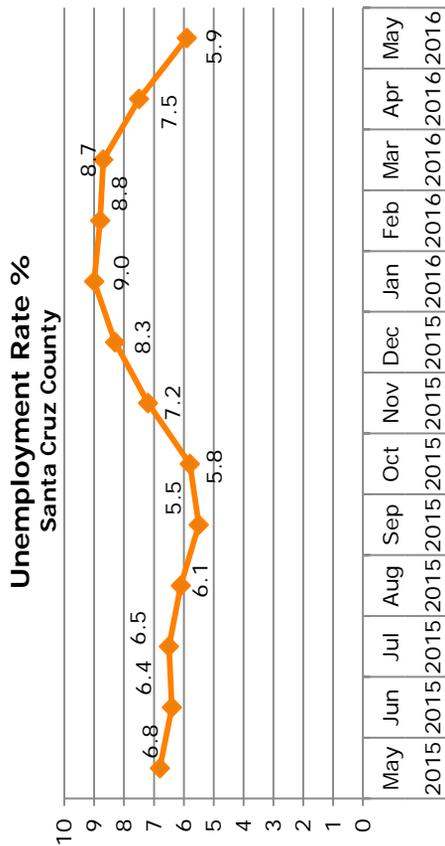


# Additional Information

13-03.26



# Additional Information



# Questions

13-03.28





**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO/General Manager  
**SUBJECT: ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF JUNE 24, 2016**

**I. RECOMMENDED ACTION**

**That the Board of Directors Accept and File the Minutes for the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of June 24, 2016**

**II. SUMMARY**

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of June 24, 2016.
- Each meeting, staff will provide minutes from the previous METRO Board of Directors meeting.

**III. DISCUSSION/BACKGROUND**

The Board requested that staff include, in the Board Packet, minutes for previous METRO Board of Directors meetings. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

None

**V. ALTERNATIVES CONSIDERED**

None

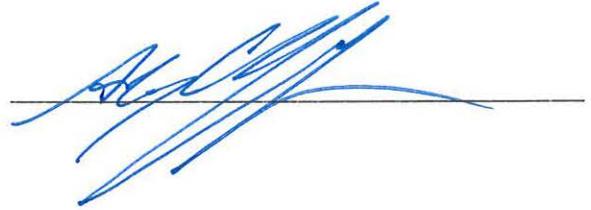
**VI. ATTACHMENTS**

**Attachment A:** Draft minutes for the Board of Directors Meeting of June 24, 2016

Prepared by: Gina Pye, Executive Assistant

**VII. APPROVALS:**

Alex Clifford, CEO/General Manager

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'Alex Clifford'.

# Attachment A



## **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA MEETING MINUTES JUNE 24, 2016 – 8:30 AM SANTA CRUZ CITY CHAMBERS 809 CENTER STREET SANTA CRUZ, CA 95060**

A regular meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, June 24, 2016 at the Santa Cruz City Chambers, 809 Center Street, Santa Cruz, CA.

The Board Meeting Agenda Packet can be found online at [www.SCMTD.com](http://www.SCMTD.com) and is available for inspection at Santa Cruz Metro's Administrative offices at 110 Vernon Street, Santa Cruz, California.

This document has been created with accessibility in mind. With the exception of certain 3rd party and other attachments, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to [accessibility@scmttd.com](mailto:accessibility@scmttd.com)

### **SECTION I: OPEN SESSION**

**1 CALL TO ORDER at 8:33AM by Chair Rotkin.**

**2 ROLL CALL: The following Directors were present, representing quorum:**

<b>Director Ed Bottorff</b>	<b>City of Capitola</b>	
<b>Director Dene Bustichi</b>	<b>City of Scotts Valley</b>	
<b>Director Karina Cervantez</b>	<b>City of Watsonville</b>	
<b>Director Cynthia Chase</b>	<b>City of Santa Cruz</b>	
<b>Director Jimmy Dutra, Vice Chair</b>	<b>City of Watsonville</b>	<b>AR 8:39AM</b>
<b>Director Zach Friend</b>	<b>County of Santa Cruz</b>	
<b>Director Norm Hagen</b>	<b>County of Santa Cruz</b>	
<b>Director Don Lane</b>	<b>City of Santa Cruz</b>	
<b>Director John Leopold</b>	<b>County of Santa Cruz</b>	
<b>Director Bruce McPherson</b>	<b>County of Santa Cruz</b>	
<b>Director Mike Rotkin, Chair</b>	<b>County of Santa Cruz</b>	

The following Director was absent:  
Ex-Officio Director Donna Blitzer

UC Santa Cruz

STAFF PRESENT:  
Alex Clifford  
Leslyn K. Syren

METRO CEO/General Manager  
METRO District Counsel

# Attachment A

METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE:

Angela Aitken, SCMTD  
Elise Casby, SC BRA  
Debbie Kinslow, SCMTD

Michael Pisano, MAC  
Suzanne Silva, METRO  
Daniel Zaragoza, SCMTD

## SECTION I: OPEN SESSION

### 3 ANNOUNCEMENTS

Chair Rotkin introduced Carlos Landaverri and his Spanish Language Interpretation services. He then announced this meeting is being televised by Community Television of Santa Cruz County. Our technician today is Chris Ivins.

### 4 BOARD OF DIRECTORS COMMENTS

None.

### 5 COMMUNICATIONS TO THE BOARD OF DIRECTORS

Liseth Guizar, Safety, Security and Risk Manager, announced that this would be her last METRO board meeting as she's accepted a position in Santa Monica. She has been with METRO for 11 years. She thanked the Board and a number of past and present co-workers.

#### ***Director Dutra arrived at 8:39AM***

Chair Rotkin thanked Ms. Guizar for her years of service; her enthusiasm will be missed.

Elise Casby, Bus Riders Association, spoke of the RTC ballot measure: She sees the bus as the best solution available and would like to see the money currently allocated to highway widening redirected to METRO

Manny Martinez spoke on behalf of Ms. Guizar and expressed his appreciation for her bringing groups together. Talent and tradition are consistent with METRO's involvement in the community. He asked why the "young folks" are moving on to perform their miracles somewhere other than METRO.

Eduardo Montesino also expressed appreciation for Ms. Guizar's contributions, saying we have seen young talent leave recently. METRO needs to recruit more people who will be vested in the agency.

Ernestina Saldana repeated Mr. Martinez and Mr. Montesino's sentiments. She has a sense that METRO is losing years of knowledge.

Mr. Fateheer (spelling?) said he saw Chair Rotkin on this morning's news and asked if their story was correct. Chair Rotkin responded that the news often uses "news bites" to capture a viewer's interest. We will get more information from today's meeting.

Unidentified gentlemen asked why METRO hasn't cut back on those who haven't been able to keep the funding for METRO alive. These service changes threaten the most vulnerable populations in the County.

# Attachment A

Director Dutra expressed his thanks to Ms. Guizar, recalling her as the first METRO employee to introduce herself when he joined the Board.

Director Hagen considers Ms. Guizar to epitomize the Watsonville Parade and Fair; she decorated his chair year after year.

## **6 COMMUNICATIONS FROM MAC**

Veronica Elsea, 2016 MAC Chair, acknowledged and thanked the current 8 MAC members, including those present (Michael Pisano and Ernestina Saldana). MAC is now meeting quarterly, although there was a special meeting in April 2016. They represent the entire County. This is the first semi-annual report under the new MAC Bylaws. This year MAC worked closely with METRO staff and the Ad Hoc Committee to revise the Bylaws as well as with staff regarding the proposed service changes. In the following year, they hope to develop a working group to revise the online customer service form to be more user-friendly. She invited Board members and the public to attend their meetings as they work to make METRO a better bus company; stressing how seriously the Committee takes their work.

Chair Rotkin thanked Veronica and noted how MAC's comments had made a difference in the proposed structural service changes.

Ms. Elsea said she would share his thanks with the MAC members and looks forward to returning in December with the next update.

Manny Martinez announced that METRO just received some unexpected news regarding the passing of Christine Jones, a member of the METRO family.

Chair Rotkin expressed his condolences on behalf of the METRO board and staff.

## **7 LABOR ORGANIZATION COMMUNICATIONS**

Eduardo Montesino, UTU representative, said results of the sales tax initiative are tangible to METRO. We need to entice voters to reaffirm their commitment to the sales tax.

Director McPherson spoke of the five-prong approach to addressing the County's transportation needs. Over 100K people drive Highway 1 daily. An auxiliary/bus lane could be a solution to untangle the transportation needs as well as a big incentive to additional riders.

## **8 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS**

Chair Rotkin announced the following items were distributed to Board Members and are available at the back of the room for public viewing:

- Item 9-09B Amended Attachment B to the 4<sup>th</sup> Amendment to Alliant Insurances Services, Inc. Contract No. 11-21 for Excess Workers' Compensation now signed by the vendor (Alliant)
- Item 11A Amended Attachment A to the Ratification of a Labor Agreement between UTU Local 23, Fixed Route, for the Period July 1, 2016 through June 30, 2019 now signed by Union Representatives

# Attachment A

- Item 12A Amended Attachment A to the Ratification of a Labor Agreement between UTU Local 23, ParaCruz, for the Period July 1, 2016 through June 30, 2019 now signed by Union Representatives
- Item 13 Attachments A – F to the Continued Public Hearing regarding Proposed Service Reduction and Action of Proposed Service Changes
- A: Overview of the Structural Deficit Journey
  - B: Public Comments
  - C: Title VI Compliance Review (in English and Spanish)
    - Census Maps from pages 6, 7 and 9
  - D: Weekday and Weekend Proposal (in English and Spanish)
  - E: Maps
  - F: Scenario Summary
- Additional Service with UTU/Rotkin Proposal
- Item 16A Amended Attachment A to the Professional Services Contract for Marketing and Communications Services now signed by the vendor (Yellow Bus)
- Item 17A Amended Attachment A to the Side Agreement to SEIU and UTU Contracts now signed by Union Representatives
- Summer Schedule “Headways”, June 16 – September 7, 2016.
  - News clips of interest

## CONSENT AGENDA

- 9-01 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF MAY 2016
- 9-02 ACCEPT AND FILE: YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF MARCH 31, 2016
- 9-03 ACCEPT AND FILE: MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETINGS OF MAY 26 AND JUNE 17, 2016
- 9-04 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 1ST AMENDMENT EXTENDING THE CONTRACT WITH VEHICLE MAINTENANCE PROGRAM, INC. FOR BUS AIR, FUEL & OIL FILTERS, INCREASING THE CONTRACT TOTAL BY \$5,000
- 9-05 APPROVE: CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS FOR INSTALLATION OF BOLLARDS AT THE JUDY K. SOUZA OPERATIONS FACILITY
- 9-06 ACCEPT AND APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 9<sup>TH</sup> AMENDMENT TO THE CONTRACT WITH RNL DESIGN, INC. FOR ARCHITECT AND ENGINEERING SERVICES, EXTENDING THE CONTRACT TERM, AND INCREASING THE CONTRACT TOTAL BY \$50,000
- 9-07 APPROVE: REVISED METROBASE PHASE II (OPERATIONS BUILDING) LIFE OF PROJECT BUDGET AND CAPITAL RESOURCE ALLOCATION PLAN

# Attachment A

Board of Directors Meeting Minutes  
June 24, 2016  
Page 5 of 11

- 9-08 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 5<sup>TH</sup> AMENDMENT TO THE CONTRACT WITH HILL INTERNATIONAL, INC., EXTENDING THE TERM OF THE CONTRACT FOR PROJECT MANAGEMENT CONSULTANT SERVICES
- 9-09 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 4<sup>TH</sup> AMENDMENT EXTENDING THE CONTRACT FOR ONE YEAR WITH ALLIANT INSURANCE SERVICES, INC. FOR EXCESS WORKERS' COMPENSATION INSURANCE, INCREASING THE CONTRACT TOTAL BY \$202,257
- 9-10 APPROVE: RENEWAL OF LIABILITY AND VEHICLE PHYSICAL DAMAGE INSURANCE PROGRAM COVERAGE WITH CALTIP FOR FY17
- 9-11 APPROVE: CONSIDERATION OF RESOLUTION APPROVING THE FY16 REVISED CAPITAL BUDGET
- 9-12 ACCEPT AND APPROVE: CONSIDER ADOPTING A RESOLUTION AUTHORIZING A GRANT APPLICATION FOR THREE CNG BUSES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Elise Casby asked if the Monthly Financial Report, Item 9-02, is available on the web. CEO Clifford responded that the report is available on the METRO website and as part of today's Board agenda packet.

**ACTION: MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED**

**MOTION: DIRECTOR LANE**

**SECOND: DIRECTOR LEOPOLD**

**MOTION PASSED WITH 11 AYES (Directors Bottorff, Bustichi, Cervantez, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin.) All voting Directors were present.**

## REGULAR AGENDA

### **10 RESOLUTIONS OF APPRECIATION: DORICE ANN, KENNETH BROWN, CRAIG L. CRAIG AND MARGARITA MESECK, RETIREES**

Chair Mike Rotkin recognized the aforementioned retirees in their absence:

- Dorice Ann, Bus Operator, with 35 years of service with METRO
- Kenneth Brown, Facilities Maintenance Worker II, 31 years of service with METRO
- Craig L. Craig, Fleet Maintenance Mechanic, 28 years of service with METRO
- Margarita Meseck, Bus Operator, 7 years of service with METRO

**ACTION: MOTION TO ACCEPT THE RESOLUTIONS OF APPRECIATION AS PRESENTED**

**MOTION: DIRECTOR LEOPOLD**

**SECOND: DIRECTOR DUTRA**

**MOTION PASSED WITH 11 AYES (Directors Bottorff, Bustichi, Cervantez, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin.) All voting Directors were present.**

### **11 CONSIDERATION OF A FORMAL RATIFICATION OF A LABOR AGREEMENT BETWEEN UNITED TRANSPORTATION UNION LOCAL 23, FIXED ROUTE, FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2019**

With the Chair's approval, Alex Clifford, CEO/General Manager, combined Items 11 and 12. CEO Clifford reminded the Board that UTU had approached METRO with a cost

**DRAFT**

**13-04A.5**

# Attachment A

savings proposal in August 2015 which was accepted and approved, as were proposals from SEIU and Management. Recently, UTU offered to further assist in saving service and jobs by delaying the 2% increase for an additional two years, giving back one day of annual leave and adding one additional general leave day each month. The net effect, combined with management's comparable proposal, results in saving three bus operator and two ParaCruz jobs.

Eduardo Montesino thanked CEO Clifford and METRO staff for their support and participation, noting the winner here will be the community. He also thanked the Bus Operators for the opportunity to function as their spokesperson.

Chair Rotkin, speaking as METRO's Chair and a union activist, thanked the union and management, saying this is a classic example of union solidarity. He doesn't take this for granted.

Director Leopold also expressed his appreciation saying that Bus Operators are the front line of METRO; they care about the people they transport. The Board hears many stories of how they help above and beyond.

**ACTION: MOTION TO ACCEPT THE FORMAL RATIFICATION OF A LABOR AGREEMENT BETWEEN UNITED TRANSPORTATION UNION LOCAL 23, FIXED ROUTE, FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2019 AS PRESENTED**

**MOTION: DIRECTOR HAGEN**

**SECOND: DIRECTOR McPHERSON**

**MOTION PASSED WITH 11 AYES (Directors Bottorff, Bustichi, Cervantez, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin.) All voting Directors were present.**

**12 CONSIDERATION OF A FORMAL RATIFICATION OF A LABOR AGREEMENT BETWEEN UNITED TRANSPORTATION UNION LOCAL 23, PARACRUZ, FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2019**

See Item 11 for discussion.

**ACTION: MOTION TO ACCEPT THE FORMAL RATIFICATION OF A LABOR AGREEMENT BETWEEN UNITED TRANSPORTATION UNION LOCAL 23, PARACRUZ, FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2019 AS PRESENTED**

**MOTION: DIRECTOR HAGEN**

**SECOND: DIRECTOR McPHERSON**

**MOTION PASSED WITH 11 AYES (Directors Bottorff, Bustichi, Cervantez, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin.) All voting Directors were present.**

**13 CONTINUED PUBLIC HEARING REGARDING PROPOSED SERVICE REDUCTION AND ACTION OF PROPOSED SERVICE CHANGES**

The public hearing began at 9:25AM.

CEO Clifford, referring to pages 13A.1 and 13A.2, reviewed the history of the structural deficit and today's proposal. He stressed that the success of this program will rely on a commitment from UTU and management to work together to reduce unscheduled overtime.

Barrow Emerson, Planning and Development Manager, will be presenting the final Comprehensive Operational Analysis (COA) proposal and service changes proposed to take effect on September 8, 2016.

Leslyn Syren, District Counsel, provided commentary to the information and maps contained in the Title VI Compliance Review, noting the overlap between the minority

# Attachment A

and poverty populations, the majority of which are located in the outskirts of the service area. As we improve our financial condition, we may want to look at alternate modes of service delivery to those areas; however, at this point METRO doesn't have the funding to engage in this type of on-demand service. She requested the Board adopt a resolution accepting the Title VI analysis and findings as the changes are necessary to meet our financial obligations.

Director Bustichi asked District Counsel Syren if METRO was vulnerable in any way; should we be concerned as to possible repercussions. District Counsel Syren responded that METRO's obligation is to examine and minimize the impact, which we have done. We have adopted a final decision that the impacts are necessary due to financial obligations. Most areas have alternate service available, others have low ridership. Until we can determine an alternate service delivery mode through other providers, she doesn't believe we have any exposure in the interim.

**ACTION: MOTION TO ACCEPT THE RESOLUTION ACCEPTING THE TITLE VI COMPLIANCE REVIEW AS PRESENTED**

**MOTION: DIRECTOR LANE**

**SECOND: DIRECTOR LEOPOLD**

**MOTION PASSED WITH 11 AYES (Directors Bottorff, Bustichi, Cervantez, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin.) All voting Directors were present.**

Chair Rotkin opened the floor to public comment.

The public comment transcript is available upon request from METRO's Administrative offices at 110 Vernon Street, Santa Cruz, CA 95060.

Chair Rotkin closed the public hearing at 10:40AM.

Director Dutra thanked the METRO team for their efforts and the public for their comments. He urged everyone to vote for the sales tax measure in November.

Director Lane noted that the RTC recently adjusted the allocation of the sales tax initiative, adding an additional percentage to METRO. He joined Director Dutra and the others to say adoption of the sales tax measure is critical; and, although everyone may not support every aspect of the measure, there is an incredible amount of benefit to many in addition to METRO.

Directors Dutra and Leopold asked METRO staff to re-investigate the process for reviewing and insuring bus shelter adequacy. CEO Clifford informed the audience that a new process had been developed after the BSAC was dissolved and exists within the purview of the Planning Department. METRO staff will look at the longer wait times between routes and review the current policy regarding bus stop and bus shelter maintenance.

Director Leopold asked if there would be a fare review next year.

CEO Clifford said, irrespective of a structural deficit or not, a system-wide restructuring was needed. If/when the sales tax passes, we may be able to take a breather then return in another year or two with a fare restructure. If we return service, this may be an opportunity to reinstate service based on current trends. To answer a public question asked earlier this morning he added, there is a 30 day student discount pass currently available.

Director Leopold recalled the three tier strategy undertaken several years ago: raise fares, dip into reserves and ask our employees to give back in order to maintain as much

# Attachment A

service as possible. He encouraged the community to consider the big picture of our transportation infrastructure; METRO needs the sales tax measure to pass.

**ACTION: MOTION TO APPROVE THE UTU/ROTKIN PROPOSAL AS PRESENTED**

**MOTION: DIRECTOR LEOPOLD**

**SECOND: DIRECTOR DUTRA**

**MOTION PASSED WITH 11 AYES (Directors Bottorff, Bustichi, Cervantez, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin.) All voting Directors were present.**

Speaking as a former opponent to Highway 1 widening, Chair Rotkin has since reconsidered and now supports the measure (although not to the 4-5 lanes in each direction seen in southern California). He asked that the voters consider the negative greenhouse gas impact with single car/single occupant usage. Less than 10% of the County's voting population ride METRO. If you want something in this initiative, you can't afford to fixate on the portion that you may not endorse.

Director McPherson thanked the unions and administration for their efforts required to reach today's point of collaboration and cooperation. He also thanked CEO Clifford for bringing the impending structural deficit to the Board's attention two years ago. METRO is in the current situation due to some things that are out of our control pertaining to transportation network needs; e.g., less funding from the Federal and State governments. Thanks to public input, the ballot measure going forward in November now includes higher percentages allocated to METRO and LiftLine.

**14 PUBLIC HEARING: REGARDING SANTA CRUZ METRO'S REVISED FY17 AND FY18 OPERATING BUDGET AND THE FY17 CAPITAL BUDGET**

The public hearing began at 11:20AM.

Angela Aitken, Finance Manager, noted the budget being presented supports the COA which was adopted today. She plans to return in November with an amended budget reflecting the success or failure of the sales tax measure. Ms. Aitken recommended the sales tax revenue be focused on three key areas: funding service, funding the capital budget and replenishing the reserves.

CEO Clifford noted that METRO will use the "extra boards" to cover any overtime and we will monitor the General Leave.

In response to Chair Rotkin's question, Ms. Aitken verified that METRO does still have a structural deficit from a financial perspective.

Chair Rotkin opened the floor to public comment.

Eduardo Montesino asked everyone to keep positive thoughts as we work together.

Elise Casby spoke regarding California's place in the world economy.

***Director Bustichi departed at 11:25AM***

***Director Friend departed at 11:30AM***

Director Lane asked why the TDA revenue, projected at 5.1%, and the sales tax, projected at 2%, don't "move together". Finance Manager Aitken responded that she will have a better perspective in November; however, the sales tax estimate received from the State can vary widely. As a result, she implements a conservative estimate using historic data and financial publications.

The public hearing was closed at 11:35AM

# Attachment A

**ACTION: MOTION TO ACCEPT THE REVISED FY17 AND FY18 OPERATING BUDGET AND THE FY17 CAPITAL BUDGET AS PRESENTED**

**MOTION: DIRECTOR McPHERSON**

**SECOND: DIRECTOR ROTKIN**

**MOTION PASSED WITH 9 AYES (Directors Bottorff, Cervantez, Chase, Dutra, Hagen, Lane, Leopold, McPherson and Rotkin.) Directors Bustichi and Friend were absent.**

**15 ORAL METRO ADVISORY COMMITTEE (MAC) SEMI-ANNUAL REPORT**

See Veronica Elsea's comments under Agenda Item 6 above.

**16 ACCEPT AND APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO YELLOW BUS, LLC FOR MARKETING AND COMMUNICATIONS PROFESSIONAL SERVICES NOT TO EXCEED \$10,000**

Alex Clifford, CEO/General Manager, encouraged Board support for this agenda item. If approved, this vendor will assist METRO in our communication efforts associated with the service changes to be implemented September 8, 2016.

Eduardo Montesino voiced his support.

Vice Chair Dutra asked CEO Clifford if specific steps had been identified. CEO Clifford responded that some ideas have been discussed; but, no specifics determined.

Director Cervantez expressed concern about the lack of Customer Service Representatives and the reliance on the web or printed materials as well as the scope of work and services to be provided. The public needs access to a 'live' person. CEO Clifford noted the FY17 budget establishes a customer service function at the Watsonville Transit Center. We need to construct the space.

Director Leopold expressed his appreciation to METRO for taking the time to educate the public about the service changes.

*Director McPherson departed at 11:40AM*

**ACTION: MOTION TO ACCEPT THE CONSIDERATION OF AWARD OF CONTRACT TO YELLOW BUS, LLC FOR MARKETING AND COMMUNICATIONS PROFESSIONAL SERVICES NOT TO EXCEED \$10,000 AS PRESENTED**

**MOTION: DIRECTOR LANE**

**SECOND: DIRECTOR DUTRA**

**MOTION PASSED WITH 8 AYES (Directors Bottorff, Cervantez, Chase, Dutra, Hagen, Lane, Leopold, and Rotkin.) Directors Bustichi, Friend and McPherson were absent.**

**17 APPROVE: CONSIDERATION OF AUTHORIZING THE FOLLOWING: 1) "PARACRUZ RESERVATIONIST" CLASSIFICATION INTO THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) "CUSTOMER SERVICE REPRESENTATIVE" CLASSIFICATION; 2) APPROVED REVISED "CUSTOMER SERVICE REPRESENTATIVE" AND "CUSTOMER SERVICE COORDINATOR" CLASSIFICATION JOB DESCRIPTIONS; AND, 3) APPROVE NEW SEIU/SEA (SALARIED EMPLOYEES ASSOCIATION) CUSTOMER SERVICE REPRESENTATIVE SALARY SCHEDULE**

Ciro Aguirre, COO, provided the history of this effort noting that it was a collaborative effort and represents additional improvements in service with efficiencies and cost savings. It will also enable Monday through Friday staffing in Watsonville.

# Attachment A

Eduardo Montesino also provided some historical background and thanked the teams involved in bringing this to a reality. Everyone won: the employee(s), the company and the public with better customer service.

Joan Jeffries, SEA President, said it has taken over a year to reach this point. Vickie Sanchez and Maria Hernandez have been instrumental in training and logistics. She agreed that this is a good outcome for both the Customer Service Representatives and the Customer Service Coordinator positions.

COO Aguirre acknowledged Suzanne Silva, Assistant HR Manager, Anna Marie Gouveia, Superintendent, April Warnock, Paratransit Superintendent, and Daniel Zaragoza, Assistant Paratransit Superintendent, for their efforts and collaboration.

Chair Rotkin thanked Mr. Montesino and Ms. Jeffries for working this out successfully. He acknowledged the difficulties Union jurisdictions can sometimes cause.

**ACTION: MOTION TO AUTHORIZE THE FOLLOWING: 1) "PARACRUZ RESERVATIONIST" CLASSIFICATION INTO THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) "CUSTOMER SERVICE REPRESENTATIVE" CLASSIFICATION; 2) APPROVED REVISED "CUSTOMER SERVICE REPRESENTATIVE" AND "CUSTOMER SERVICE COORDINATOR" CLASSIFICATION JOB DESCRIPTIONS; AND, 3) APPROVE NEW SEIU/SEA (SALARIED EMPLOYEES ASSOCIATION) CUSTOMER SERVICE REPRESENTATIVE SALARY SCHEDULE AS PRESENTED**

**MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR CHASE**

**MOTION PASSED WITH 8 AYES (Directors Bottorff, Cervantez, Chase, Dutra, Hagen, Lane, Leopold, and Rotkin.) Directors Bustichi, Friend and McPherson were absent.**

**18 APPROVE: CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS FOR A REVISED ADA-COMPLIANT WALKWAY, FOR A REVISION TO THE CURB RAMP AT THE END OF THE SIDEWALK ON HIGHWAY 9 (PER CALTRANS), AND FOR CORRECTION OF THE GARAGE SLOPE TO ACCOMMODATE ADA PARKING AT THE JUDY K. SOUZA OPERATIONS FACILITY; AND, 2) AUTHORIZING THE AD HOC COMMITTEE TO REVIEW AND APPROVE CHANGE ORDERS TO THE LEWIS C. NELSON CONTRACT**

Al Pierce, Maintenance Manager, reported that the temporary residence occupancy permit will expire on 9/15/16. These issues are required to bring the Judy K Souza Operations Facility building into ADA compliance.

**ACTION: MOTION TO APPROVE ISSUING A FORMAL INVITATION FOR BIDS FOR A REVISED ADA-COMPLIANT WALKWAY, FOR A REVISION TO THE CURB RAMP AT THE END OF THE SIDEWALK ON HIGHWAY 9 (PER CALTRANS), AND FOR CORRECTION OF THE GARAGE SLOPE TO ACCOMMODATE ADA PARKING IN THE LOWER LEVEL AT THE JUDY K. SOUZA OPERATIONS FACILITY; AND, 2) AUTHORIZING THE AD HOC COMMITTEE TO REVIEW AND APPROVE CHANGE ORDERS TO THE LEWIS C. NELSON CONTRACT AS PRESENTED**

**MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR LANE**

**MOTION PASSED WITH 8 AYES (Directors Bottorff, Cervantez, Chase, Dutra, Hagen, Lane, Leopold, and Rotkin.) Directors Bustichi, Friend and McPherson were absent.**

# Attachment A

Board of Directors Meeting Minutes  
June 24, 2016  
Page 11 of 11

Director Leopold questioned why the correct ADA parking garage slope had not been in the original plans. District Counsel Syren answered that some of the parking spots had to be relocated to the garage level which had not been sloped to accommodate ADA access; METRO is working to determine responsibility.

Director Bottorff concurred and added that the METRObase Ad Hoc Committee had many meetings on this process.

**19 ORAL CEO REPORT**

Alex Clifford, CEO/General Manager, had nothing further to add.

**20 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

Leslyn Syren, General Counsel, announced the topic to be discussed as: Conference with Labor Negotiator, pursuant to Government Code Section 54957.6. Management is the employee organization being discussed. She did not anticipate a report after today's meeting; however, a report will be brought back to the August 2016 Board Meeting.

**21 Chair Rotkin announced the next meeting:** Friday, August 26, 2016 at 8:30AM, at the Scotts Valley City Council Chambers, located at One Civic Center Drive, Scotts Valley, CA

**Chair Rotkin adjourned the meeting to the Closed Session at 12:00PM**

Respectfully submitted,

Gina Pye  
Executive Assistant

**DRAFT**

**13-04A.11**

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO/General Manager  
**SUBJECT: ACCEPT AND FILE MINUTES FOR THE METRO ADVISORY  
COMMITTEE (MAC) SPECIAL MEETING OF MAY 18, 2016**

**I. RECOMMENDED ACTION**

**That the Board of Directors accept and file the minutes for the METRO  
Advisory Committee (MAC) Special Meeting of May 18, 2016.**

**II. SUMMARY**

- Staff is providing minutes from the MAC Special Meeting on May 18, 2016.
- Each month staff will provide the minutes from the previous MAC meeting.

**III. DISCUSSION/BACKGROUND**

The Board requested that staff include in the Board Packet minutes from previous MAC meetings. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

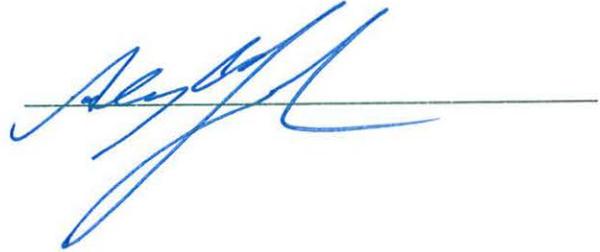
**IV. ATTACHMENTS**

Attachment A: Approved Minutes for the MAC Special Meeting of  
May 18, 2016

Prepared By: Donna Bauer, Administrative Assistant

**V. APPROVALS:**

Alex Clifford, CEO/General Manager



# MINUTES

SPECIAL MAC MEETING OF MAY 18, 2016



The METRO Advisory Committee (MAC) met on Wednesday, May 18, 2016 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

## 1 CALL TO ORDER

Meeting was called to order at 6:00 pm

### ROLL CALL

#### MEMBERS PRESENT

Veronica Elsea, Chair

Michael Pisano

Naomi Gunther, Vice Chair – **Arrived at 6:05 pm**

Ernestina Saldana

Joseph Martinez

Becky Taylor

#### MEMBERS ABSENT

Nicona Keesaw - Unexcused

Donald Peattie - Excused

#### SANTA CRUZ METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Ciro Aguirre, METRO

Barrow Emerson, METRO

Angela Aitken, METRO

Daniel Zaragoza, METRO

Alex Clifford, METRO

## 2 ORAL/WRITTEN COMMUNICATION

Chair Elsea shared with the Committee that she has retired her dog, Titus, who developed some health issues. Titus has been adopted by a loving family, enjoying a swimming pool and living in Marin County. Chair Elsea has submitted her application and is hoping to get in a class soon for her next dog.

## 3 ACCEPT & FILE MINUTES FROM THE METRO ADVISORY COMMITTEE MEETING:

MOTION: ACCEPT & FILE MINUTES FROM THE METRO ADVISORY COMMITTEE MEETING OF APRIL 20, 2016

MOTION: PISANO

SECONDED: SALDANA

MOTION: CARRIED – UNANIMOUS

### 6:05 pm – Ms. Gunther arrived

## 4 COMMUNICATIONS FROM METRO ADVISORY COMMITTEE

Chair Elsea shared she attended the April Board meeting held in Watsonville. Chair Elsea spoke on behalf of the MAC, along with many other individuals, regarding the proposed service cuts.

# Attachment A

## 5 FY17 AND FY18 BUDGET

Ms. Angela Aitken, Finance Manager, presented the FY17 and FY18 budget.

Ms. Aitken began the discussion by covering items METRO has completed:

- Reduced service
- Restructured Fares – ParaCruz and Fixed Route
- Continued to reduce our budget expenditures by department
- Delaying filling funded vacancies
- Increased the use of capital eligible funds as listed below:
  - STA (State Transit Assistance)
    - In recent years, METRO has been using these funds in our operating budget.
  - STIC (Small Transit Intensive Cities Program)
    - METRO now using in the operating budget.
  - Reserves
    - In 2007 the reserves were very healthy, but today they are quite low.
  - Carryover
    - In the past there was carryover that was used to mitigate expenses, but there have not been any carryover funds for the past few years.
  - ARRA (American Recovery and Reinvestment Act)
    - This money has been used to buy capital equipment, as well as used for operating expenses.

In 2015, we averaged approximately 14 fully-funded vacant positions for a savings of roughly \$2.5M. In 2016, we will continue to keep the positions unfilled and, with employees giving back the 2% increase, we project an additional savings of approximately \$1.7M.

Due to the Highway 17 and ParaCruz restructuring last fall, we had an increase of approximately \$100K and Paratransit increased approximately \$5K in fares.

Operating Expenses – we are unfunding 4.5 vacant positions; but we will not be laying off any employees. Below are the vacant SEIU positions:

Assistant Superintendent  
Assistant Safety & Training Coordinator  
Schedule Analyst  
Transit Supervisor  
Transit Surveyor

METRO is offering a retirement separation incentive for employees who would like to retire on or before September 8, 2016. To date, 8-10 have indicated interest. METRO is also working with other agencies; i.e., MST and VTA to locate potential employment opportunities.

Ms. Becky Taylor shared Pajaro School District is currently looking for bus drivers.

# Attachment A

Minutes – METRO Advisory Committee

May 18, 2016

Page 3 of 6

Chair Elsea inquired about the Assistant Safety & Training Coordinator position and her concerns if unfilled. Ms. Aitken stated we currently have a Safety & Training Coordinator; the Assistant Safety & Training Coordinator is currently vacant.

Chair Elsea wanted to make it clear how different it is riding METRO vs. other transportation systems, especially for a disabled person. The training the drivers started to receive when Mr. Frank Bauer was teaching really had the drivers engaging and communicating with the riders. Chair Elsea hopes this practice will continue.

Ms. Aitken continued, stating we will have some savings in Fleet due to the fleet reduction; although we will be adding cost as we are keeping our buses longer than we should.

Ms. Aitken covered projected reserves showing targets, deficiencies and areas that are fully funded.

Non-Controllable Operating Budget Risks:

## REVENUES

- Passenger Fares and Paratransit Fares – These will fluctuate depending on service levels and types of transactions: electronic media, cash, etc.
- STA – The majority of funding is being used in the operating budget instead of the capital budget.
- Alternative Fuel Tax Credit – This may decrease due to the use of fewer buses. We get a credit on the amount of CNG used, currently approximately \$630K annually. This amount could reduce and every \$50K is helpful.
- Federal Dollars – Always subject to appropriation; no guarantees.
- Sales Tax – approximately \$19M. An increase of 2.5% has been applied to the budget.
- PEPR – General Counsel Syren is working to ensure dollars continue to flow.

## EXPENSES

- CNG and Diesel Engine Failures – two bus failures last week and not a lot of available funding to purchase new buses.
- Workers Comp Insurance – fluctuates.
- Medical Insurance – increase of 14% which is the going rate, to date.
- Contract Renewals and Rebids – 2-4% budgeted.
- Settlement Costs – a variable cost; budgeted at \$250K per year which is our deductible with CalTIP.
- Utility Maintenance/Insurance for New Operations Building – we have no cost history for electricity, heat, etc. Costs are estimated at this time.
- Aging Fleet – will increase as we need new buses.
- Changes in Unfunded Mandates – large dollars are for ADA mandates, as needed.

Recurring Revenues and Expenses – Day-to-Day Expenses:

	<u>FY2017</u>	<u>FY2018</u>
Recurring Revenues	\$41M	\$41.5M

**13-05A.3**

# Attachment A

Minutes – METRO Advisory Committee

May 18, 2016

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Chair Elsea inquired on the subject of checking the accessibility of websites and looking for the line item referencing the \$30K to be spread over a five-year period. Ms. Aitken received an update during the meeting from the IT Department stating we have \$10K left in the FY17 budget; IT expects to have the project completed at the end of June 2017.

CEO Clifford stated the budget presentation will be an annual agenda topic for the MAC.

## **6 DISCUSS COMMENTS REGARDING COMPREHENSIVE OPERATIONAL ANALYSIS (COA)**

Mr. Barrow Emerson, Planning and Development Manager, provided handouts (see attached) to the Committee that include weekday and weekend service reduction proposals and proposed service maps as of May 11, 2016.

Mr. Emerson started his presentation by stating he would like to proceed slightly different than the past few meetings. His goal at this meeting is to ensure the MAC understands the service proposal clearly and can provide comment to the Board.

Ms. Gunther raised the issue of METRO providing a turn-by-turn document. Mr. Emerson stated a document had been created but, due to additional changes, the document is not available at this time. It is currently being worked on by staff. Mr. Emerson stated that changes were being made so often that the document which he had prepared became out of date. He stated that when the schedules settle down, he would release such documents.

Question was raised if trip was considered one-way or round-trip. Mr. Emerson clarified that on the spreadsheet the trips are two-way, clarifying outbound and inbound; they all depart from the METRO station.

In the initial proposal, Watsonville weekends had very little service. Staff took some of the midday weekday hours to provide some weekend service. We also tried to make sure all the health facilities; the Social Security office and the high school are being served.

In the case of Bonny Doon/Davenport, we have two buses leaving Santa Cruz; one to Davenport to bring students back to Mission Hills and Santa Cruz schools at bell times and another bus to Bonny Doon. However, in the afternoon, one bus will bring students home after school. Work is still being done to serve after school activities.

We're really close with UCSC and Cabrillo, and have received bell times from all other school districts.

Rio Del Mar and La Selva had no service two months ago. Now, we are proposing three trips with Route 55 to Via Pacifica; one morning, one midday and one late afternoon.

Route 66, which was removed, now has service in its entirety including access to both the Five Branches and the Live Oak clinics. Route 68 will run at peak times only.

In the initial proposal, Route 71 was reduced. Route 72 was removed. Route 71 will continue to serve Freedom/Clifford/Main. We were able to keep Clifford at a lower frequency, but every other trip will take a different route.

**13-05A.4**

# Attachment A

Minutes – METRO Advisory Committee

May 18, 2016

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Route 69A had been removed, but has been added back in at peak times.

Ms. Gunther stated that Route 66N was not addressed and Mr. Emerson shared that he would look into that route, in addition to Route 20Ds and Route 72Ws.

We will be reducing some Highway 17 routes that have low ridership which will allow us to continue service to San Jose State. In addition, the Highway 17 Express may no longer run from the Soquel Park and Ride due to low boardings.

Route 35 in San Lorenzo Valley will work in conjunction with the school district buses to get students to school.

Corralitos will have no weekday service, but we're currently working on some weekend service.

## **7:15 pm – Ms. Saldana departed**

Mr. Emerson conveyed to the Committee the hundreds of comments received were transcribed, scanned and will be distributed at the Board meeting. The comments were summarized into five themes:

1. Route 91X
2. San Lorenzo Isolation
3. Highway 17
4. Route 69A
5. Route 71

Mr. Emerson shared with the Committee Cabrillo passed their sales measure. It will take a few weeks to design the routes, confirm funding and define driver assignments.

UCSC routes have been restored. More money was found because UCSC realized that its buses were also serving the community.

Chair Elsea voiced concerns regarding the schedules and figuring out which bus runs at what time. CEO Clifford stated once the Board makes its final action at the end of June, service changes will go into effect beginning September 8, 2016. We will run a campaign during July 1 – September 7, 2016 to educate our riders on all changes.

Chair Elsea also stated we should be cognizant of matching Highway 17 with Amtrak and CalTrain schedules. Mr. Emerson explained he met with Amtrak and VTA to prioritize scheduling.

Ms. Gunther shared a concern regarding Route 16 which serves UCSC. Her concern was about the Route 16 weekend service only. Mr. Emerson explained the bus will get riders to the entrance, and then riders can transfer to Taps buses allowing students to travel on and off campus after 7:00 p.m.

Chair Elsea brought up the issue if there will be three fewer Paratransit Van Operators, will ParaCruz be able to accommodate additional rides. Mr. Daniel Zaragoza, Assistant

**13-05A.5**

# Attachment A

Minutes – METRO Advisory Committee

May 18, 2016

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Superintendent, stated there is a plan in place to ensure coverage. CEO Clifford also stated this will be monitored closely and issues addressed in a timely manner. Mr. Zaragoza also shared the provider we use has some of our vehicles which are equipped with AVLs (Automatic Vehicle Location) and MDCs (Mobile Data Computer) so we can easily dispatch a vehicle.

## **7 COMMUNICATIONS TO THE SANTA CRUZ METRO CEO**

None

## **8 COMMUNICATIONS TO THE SANTA CRUZ METRO BOARD OF DIRECTORS**

MOTION: CHAIR ELSEA TO SEND LETTER WITH COA COMMENTS TO THE BOARD, IN ADDITION TO ANY INFORMATION RECEIVED FROM COMMITTEE BETWEEN MAY 18, 2016 AND JUNE 16, 2016

MOTION: PISANO

SECONDED: TAYLOR

MOTION: CARRIED – UNANIMOUS

## **9 ITEMS FOR NEXT MEETING**

## **10 DISTRIBUTION OF VOUCHER**

Ciro Aguirre, COO

## **11 ADJOURNMENT**

Meeting adjourned at 8:10 pm

Respectfully submitted,  
Dawn Martin  
Administrative Assistant

**13-05A.6**



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** April Warnock, Paratransit Superintendent  
**SUBJECT: ACCEPT AND FILE METRO PARACRUZ OPERATIONS STATUS  
REPORT FOR APRIL, MAY AND JUNE 2016**

**I. RECOMMENDED ACTION**

**That the Board of Directors accept and file the Metro ParaCruz Operations Status Report for April, May and June 2016.**

**II. SUMMARY**

- Summary review of monthly operational statistics for ParaCruz.
- Summary of monthly operational information about ParaCruz.

**III. DISCUSSION/BACKGROUND**

Comparing March 2016 statistics to April 2016, ParaCruz rides decreased by 502 rides. Comparing April 2016 statistics to May 2016, ParaCruz rides decreased by 158 rides. Comparing May 2016 statistics to June 2016, rides decreased by 277.

Comparing the monthly statistics of FY14-15 to the monthly statistics of FY15-16:

- In April the number of ParaCruz rides decreased by 1,552.
- In May the number of ParaCruz rides decreased by 1,798.
- In June ParaCruz number of rides decreased by 1,201.

In fiscal year 15-16, total number of rides (85768) has decreased by 12,330 from fiscal year 14-15's total of 98,096. This is roughly a 12.5% decrease in total number of rides, occurring within a ten month period of time. (Paratransit service alignment became effective September 10, 2015).

METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Santa Cruz Metropolitan Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

There are no financial considerations for this report.

**V. ALTERNATIVES CONSIDERED**

Not applicable

**VI. COORDINATION**

This staff report has been coordinated with statistics provided by the Finance and Fleet Departments. Additional data was provided by the Eligibility Coordinator.

**VII. ATTACHMENTS**

**Attachment A:** ParaCruz On-time Performance Charts for April, May and June 2016

**Attachment B:** Comparative Operating Statistics Tables for April, May and June 2016

**Attachment C:** Number of Rides Comparison Chart and Data Table

**Attachment D:** Shared vs. Total Rides Chart and Data Tables

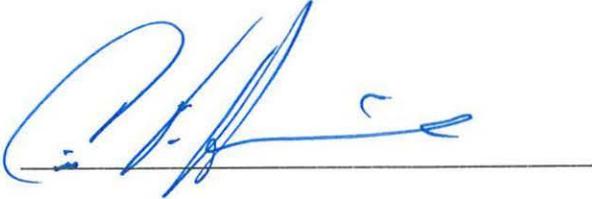
**Attachment E:** Mileage Comparison Chart and Mileage Data Tables

**Attachment F:** Monthly Assessments

Prepared By: April Warnock, Paratransit Superintendent

**VII. APPROVALS:**

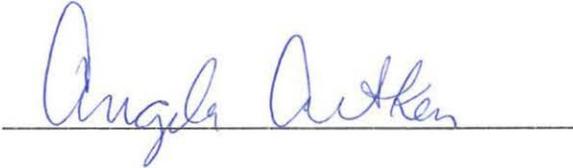
Ciro Aguirre, COO



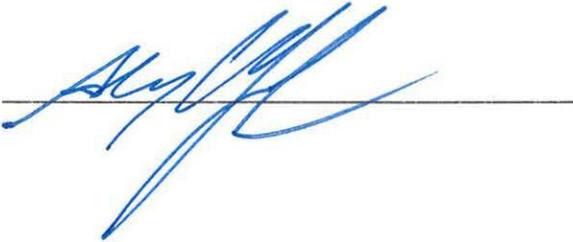
Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



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# Attachment A

Board Meeting August 26, 2016

## ParaCruz On-time Performance Report

	<b>April 2015</b>	<b>April 2016</b>
Total pick ups	8,422	6,870
<b>Percent in "ready window"</b>	<b>89.24%</b>	<b>91.03%</b>
1 to 5 minutes late	4.52%	4.06%
6 to 10 minutes late	2.55%	2.01%
11 to 15 minutes late	1.53%	1.02%
16 to 20 minutes late	.96%	.86%
21 to 25 minutes late	.65%	.58%
26 to 30 minutes late	.28%	.22%
31 to 35 minutes late	.08%	.15%
36 to 40 minutes late	.11%	.04%
41 or more minutes late (excessively late/missed trips)	.06%	.04%
Total beyond "ready window"	<b>10.76%</b>	<b>8.97%</b>

During the month of April 2016, ParaCruz received four (4) Customer Service Reports. Two (2) of the reports were valid; one (1) report was not verifiable; one (1) report complimented four (4) ParaCruz Operators.

	<b>May 2015</b>	<b>May 2016</b>
Total pick ups	8,210	6,712
<b>Percent in "ready window"</b>	<b>90.05%</b>	<b>89.83%</b>
1 to 5 minutes late	3.95%	4.47%
6 to 10 minutes late	2.68%	2.45%
11 to 15 minutes late	1.46%	1.46%
16 to 20 minutes late	.89%	.51%
21 to 25 minutes late	.40%	.58%
26 to 30 minutes late	.28%	.47%
31 to 35 minutes late	.15%	.10%
36 to 40 minutes late	.12%	.09%
41 or more minutes late (excessively late/missed trips)	.02%	.06%
Total beyond "ready window"	<b>9.95%</b>	<b>10.17%</b>

During the month of May 2016, ParaCruz received three (3) Customer Service Reports. Three (3) of the reports were not verifiable.

# Attachment A

Board Meeting August 26, 2016

	<b>June 2015</b>	<b>June 2016</b>
Total pick ups	7,636	6,435
<b>Percent in "ready window"</b>	<b>90.78%</b>	<b>89.88%</b>
1 to 5 minutes late	3.70%	4.65%
6 to 10 minutes late	2.33%	2.30%
11 to 15 minutes late	1.01%	1.60%
16 to 20 minutes late	.69%	.47%
21 to 25 minutes late	.29%	.42%
26 to 30 minutes late	.21%	.44%
31 to 35 minutes late	.19%	.11%
36 to 40 minutes late	.11%	.06%
41 or more minutes late (excessively late/missed trips)	.04%	.08%
Total beyond "ready window"	<b>9.22%</b>	<b>10.12%</b>

During the month of June 2016, ParaCruz received six (6) Customer Service Reports. Two of the reports were valid. Three (3) of the reports were not verifiable. One (1) of the reports was a compliment.

,

# Attachment B

Board Meeting August 26, 2016

## Comparative Operating Statistics through April 2016.

	<b>April 2015</b>	<b>April 2016</b>	<b>Fiscal 14-15</b>	<b>Fiscal 15-16</b>	<b>Performance Averages</b>	<b>Performance Goals</b>
Requested	9,319	7,759	88,694	81,699	8,552	
Performed	8,422	6,870	82,252	72,621	7,373	
Cancels	20.94%	20.78%	20.74%	21.33%	20.93%	
No Shows	2.85%	3.27%	2.96%	3.13%	3.19%	Less than 3%
Total miles	60,135	53,328	599,315	577,260	58,413	
Av trip miles	5.29	5.70	5.34	5.77	5.77	
Within ready window	89.24%	91.03%	90.79%	89.20%	89.43%	92.00% or better
Call center volume	6,496	5,167	13,332	54,677	5,502	
Hold times less than 2 minutes	95.6%	92.6%	95.6%	92.5%	92.84%	Greater than 90%
Distinct riders	837	750	1,826	1,748	782	
Most frequent rider	58 rides	53 rides	464 rides	380 rides	54 rides	
Shared rides	67.8%	63.0%	65.2%	62.9%	63.05%	Greater than 60%
Passengers per rev hour	2.07	1.94	2.01	1.92	1.92	Greater than 1.6 passengers/hour
Rides by supplemental providers	11.35%	.90%	7.51%	3.31%	3.99%	No more than 25%
Vendor cost per ride	\$23.82	\$23.06	\$24.30	\$24.14	\$24.27	
ParaCruz driver cost per ride (estimated)	\$26.30	\$27.02	\$30.64	\$28.98	N/A	
Rides < 10 miles	65.38%	65.95%	63.69%	65.72%	66.35%	
Rides > 10 miles	34.62%	34.05%	36.31%	34.28%	33.65%	
Denied Rides	0	0	0	0	0	Zero
Missed Trips	3	3	42	36	3.42	N/A
Excessively Long Trips	N/A	N/A	N/A	N/A	N/A	N/A

# Attachment B

Board Meeting August 26, 2016

## Comparative Operating Statistics through May 2016.

	<b>May 2015</b>	<b>May 2016</b>	<b>Fiscal 14-15</b>	<b>Fiscal 15-16</b>	<b>Performance Averages</b>	<b>Performance Goals</b>
Requested	9,059	7,770	97,753	89,469	8,144	
Performed	8,210	6,712	90,460	79,333	7,248	
Cancels	19.44%	23.0%	20.62%	21.48%	21.23%	
No Shows	3.47%	3.18%	3.00%	3.14%	3.17%	Less than 3%
Total miles	63,353	53,267	665,306	630,528	57,572	
Av trip miles	5.67	5.79	5.40	5.77	5.78	
Within ready window	90.05%	89.24%	90.72%	89.24%	89.36%	92.00% or better
Call center volume	5,779	5,214	68,528	59,891	5,455	
Hold times less than 2 minutes	94.0%	91.7%	95.4%	92.4%	92.65%	Greater than 90%
Distinct riders	820	759	1,894	1811	777	
Most frequent rider	61 rides	62 rides	502 rides	407 rides	54 rides	
Shared rides	66.2%	59.6%	65.2%	62.6%	62.50%	Greater than 60%
Passengers per rev hour	1.98	1.90	2.00	1.90	1.91	Greater than 1.6 passengers/hour
Rides by supplemental providers	7.97%	1.59%	7.49%	3.10%	3.46%	No more than 25%
Vendor cost per ride	\$23.76	\$21.28	\$24.25	\$24.03	\$24.07	
ParaCruz driver cost per ride (estimated)	\$27.61	\$26.17	\$30.67	\$25.98	N/A	
Rides < 10 miles	67.81%	66.00%	64.07%	65.75%	66.20%	
Rides > 10 miles	32.19%	34.00%	35.93%	34.25%	33.80%	
Denied Rides	0	0	0	0	0	Zero
Missed Trips	5	4	44	40	3.58	N/A
Excessively Long Trips	N/A	N/A	N/A	N/A	N/A	N/A

# Attachment B

Board Meeting August 26, 2016

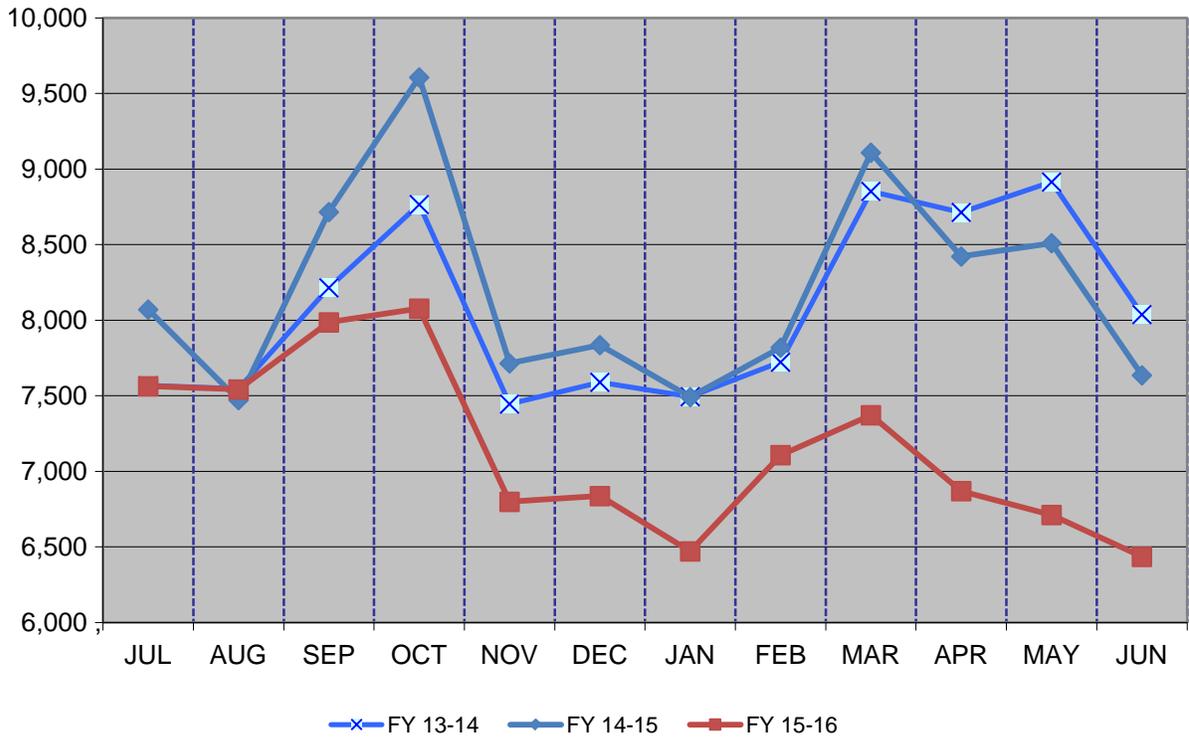
## Comparative Operating Statistics through June 2016.

	<b>June 2015</b>	<b>June 2016</b>	<b>Fiscal 14-15</b>	<b>Fiscal 15-16</b>	<b>Performance Averages</b>	<b>Performance Goals</b>
Requested	8,267	7,168	106,020	96,637	8,053	
Performed	7,636	6,435	98,096	85,768	7,148	
Cancels	17.96%	20.54%	20.42%	21.41%	21.45%	
No Shows	3.53%	3.75%	3.04%	3.18%	3.19%	Less than 3%
Total miles	60,397	52,928	725,703	683,456	56,950	
Av trip miles	5.86	5.96	5.43	5.78	5.79	
Within ready window	90.78%	89.88%	90.73%	89.29%	89.29%	92.00% or better
Call center volume	5,566	5,410	70,742	65,301	5,442	
Hold times less than 2 minutes	96.8%	91.7%	95.5%	92.3%	92.23%	Greater than 90%
Distinct riders	804	717	1972	1875	770	
Most frequent rider	56 rides	44 rides	531 rides	428 rides	53 rides	
Shared rides	63.3%	61.3%	65.1%	62.5%	62.33%	Greater than 60%
Passengers per rev hour	1.93	1.85	2.00	1.85	1.91	Greater than 1.6 passengers/hour
Rides by supplemental providers	4.77%	3.05%	7.25%	3.04%	3.32%	No more than 25%
Vendor cost per ride	\$26.31	\$21.48	\$24.35	\$23.89	\$23.91	
ParaCruz driver cost per ride (estimated)	N/A	N/A	N/A	N/A	N/A	
Rides < 10 miles	66.88%	64.88%	64.29%	65.68%	66.03%	
Rides > 10 miles	33.12%	35.12%	35.71%	34.32%	33.97%	
Denied Rides	0	0	0	0	0	Zero
Missed Trips	3	5	47	45	3.75	N/A
Excessively Long Trips	N/A	N/A	N/A	N/A	N/A	N/A

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# Attachment C

## NUMBER OF RIDES COMPARISON CHART



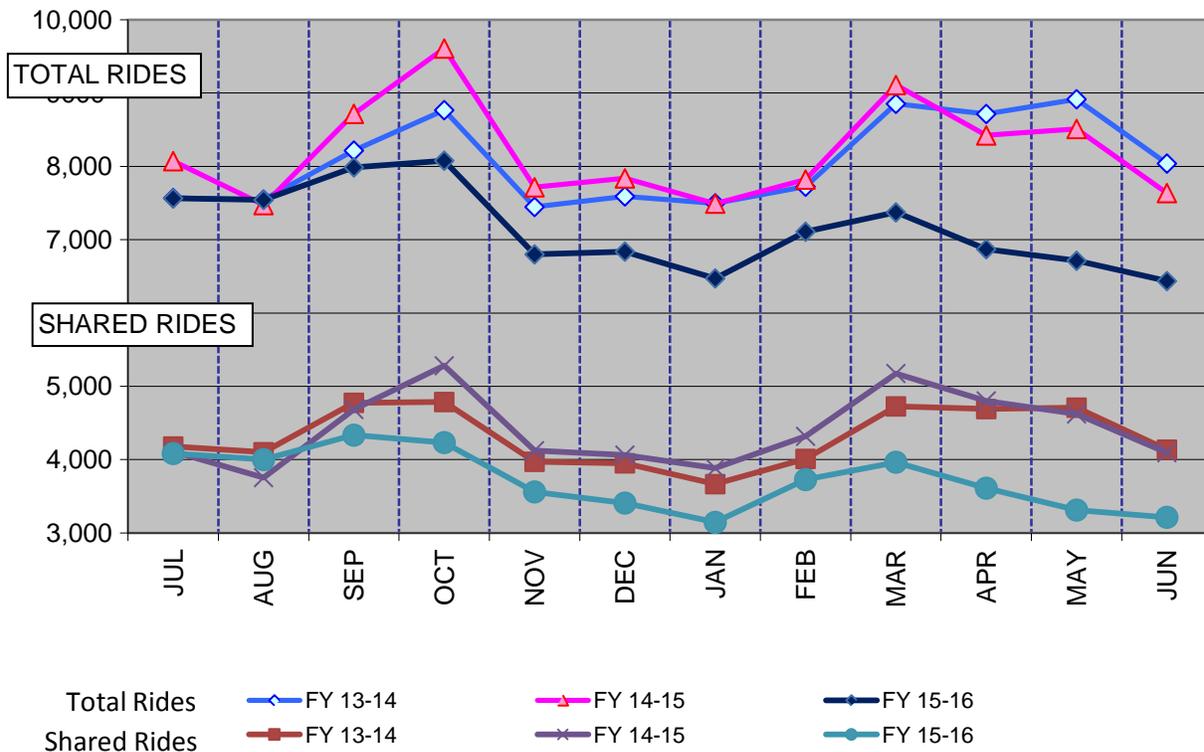
Data Table for Number of Rides performed monthly.

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>FY 13-14</b>	7,567	7,546	8,215	8,766	7,446	7,590	7,495	7,723	8,853	8,714	8,915	8,038
<b>FY 14-15</b>	8,071	7,472	8,716	9,607	7,715	7,836	7,492	7,819	9,109	8,422	8,510	7,636
<b>FY 15-16</b>	7,563	7,542	7,986	8,077	6,799	6,837	6,471	7,108	7,372	6,870	6,712	6,435

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# Attachment D

## TOTAL RIDES vs. SHARED RIDES



Data table for total number of rides provided.

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>FY 13-14</b>	7,567	7,546	8,215	8,766	7,446	7,590	7,495	7,723	8,853	8,714	8,915	8,038
<b>FY 14-15</b>	8,071	7,472	8,716	9,607	7,715	7,836	7,492	7,819	9,109	8,422	8,510	7,636
<b>FY 15-16</b>	7,563	7,542	7,986	8,077	6,799	6,837	6,471	7,108	7,372	6,870	6,712	6,435

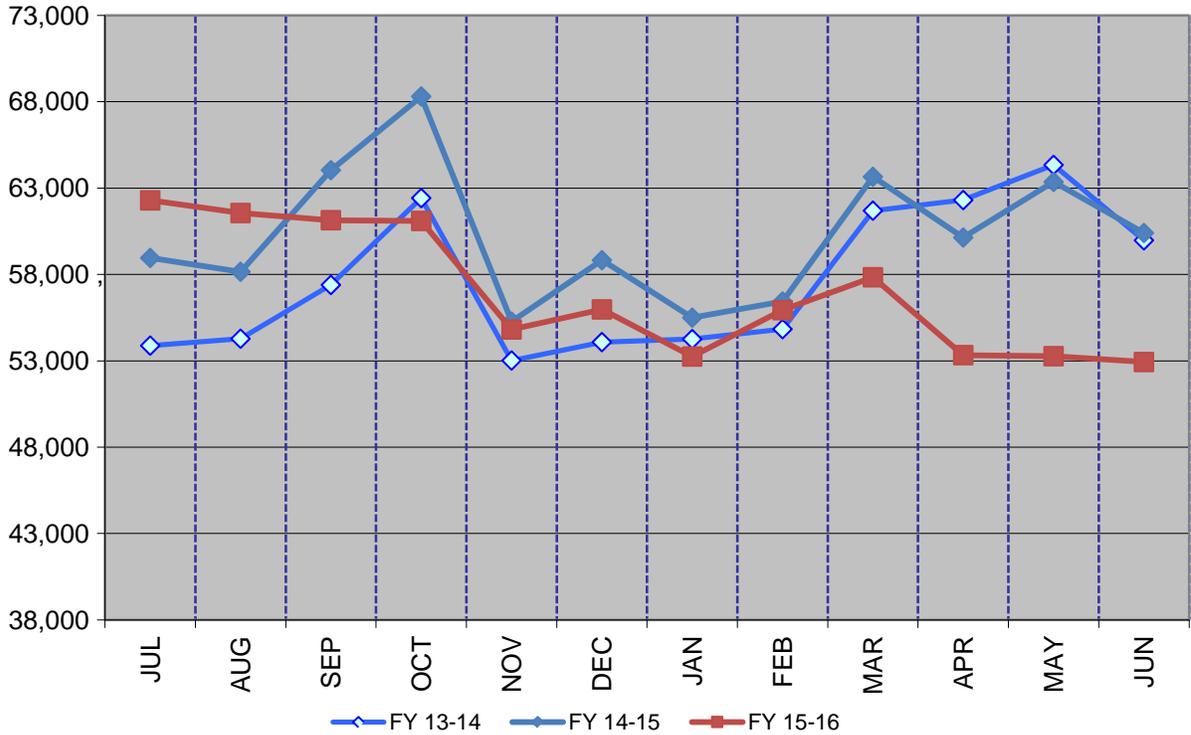
Data table for total number of shared rides provided.

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>FY 13-14</b>	4,179	4,101	4,775	4,786	3,971	3,950	3,666	4,010	4,726	4,690	4,709	4,136
<b>FY 14-15</b>	4,110	3,755	4,683	5,280	4,123	4,063	3,883	4,318	5,175	4,801	4,623	4,094
<b>FY 15-16</b>	4,083	4,000	4,334	4,233	3,560	3,408	3,145	3,728	3,965	3,611	3,312	3,214

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# Attachment E

## MILEAGE COMPARISON



Data table for monthly mileage

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>FY 13-14</b>	53,878	54,278	57,391	62,420	53,017	54,083	54,255	54,833	61,690	62,304	64,339	59,974
<b>FY 14-15</b>	58,954	58,154	64,034	68,305	55,269	58,823	55,495	56,434	63,651	60,135	63,353	60,397
<b>FY 15-16</b>	62,287	61,555	61,139	61,097	54,813	55,974	53,246	55,930	57,836	53,328	53,267	52,928

Data table for year-to-date mileage

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
<b>FY 13-14</b>	53,878	108,156	165,547	227,877	280,894	334,976	391,682	446,515	508,205	570,509	634,848	694,822
<b>FY 14-15</b>	58,954	117,108	181,142	249,415	304,685	363,487	419,053	475,529	539,180	599,315	665,306	725,703
<b>FY 15-16</b>	62,287	123,842	185,008	246,079	300,892	356,866	410,154	466,083	523,919	577,260	630,528	683,456

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# Attachment F

Board Meeting August 26, 2016

## Monthly Assessments

	UNRESTRICTED	RESTRICTED CONDITIONAL	RESTRICTED TRIP BY TRIP	TEMPORARY	DENIED	TOTAL
JULY 2015	40	0	0	5	0	45
AUGUST 2015	21	0	2	4	0	27
SEPTEMBER 2015	24	0	2	3	0	29
OCTOBER 2015	51	4	0	4	0	59
NOVEMBER 2015	23	0	1	4	0	28
DECEMBER 2015	43	0	1	5	1	50
JANUARY 2016	45	0	1	11	1	58
FEBRUARY 2016	41	0	1	1	0	43
MARCH 2016	51	2	0	5	1	59
APRIL 2016	32	0	2	3	0	37
MAY 2016	38	0	1	3	0	42
JUNE 2016	37	1	1	5	1	45

Number of Eligible Riders for the month of April 2016 = 3,611

Number of Eligible Riders for the month of May 2016 = 3,653

Number of Eligible Riders for the month of June 2016 = 3,696

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Barrow Emerson, Planning & Development Manager  
**SUBJECT: ACCEPT AND FILE SANTA CRUZ METRO SYSTEM RIDERSHIP REPORTS FOR THE FOURTH QUARTER OF FY16**

**I. RECOMMENDED ACTION**

**This report is for informational purposes only. No action is required.**

**II. SUMMARY**

- This report contains ridership summaries and ridership by route for Santa Cruz Metropolitan Transit District (METRO) fixed route bus service for the fourth quarter (Q4) of FY16 (April 1 – June 30, 2016).
- Quarterly ridership reports are provided to keep the Board of Directors apprised of METRO's ridership statistics and ridership trends.

**III. DISCUSSION/BACKGROUND**

Attachment A shows system-wide ridership statistics for Q4 of FY16, while making comparisons with Q4 and Year-to-Date (YTD) totals for FY16 and FY15. This report also displays the use of Discounted Fares and Pass Usage by seniors and people with disabilities.

- Q4 and YTD system-wide ridership decreased 2.8% and 1.1%, respectively  
Reason(s) that Fixed-Route quarterly and YTD ridership decreased include:
  - Reduced on-time performance, primarily a result of increased congestion
  - Decreased Hwy 17 ridership
- Hwy 17 quarterly and YTD ridership decreased 16.8% and 11.2%, respectively.  
Reason(s) that Hwy 17 quarterly and YTD ridership decreased include:
  - Increased fares
  - Reduced on-time-performance, primarily a result of increased congestion
- Quarterly and YTD Discounted Fare and Pass totals increased 4.6% and 5.0%, respectively.  
Reason(s) that quarterly and YTD discounted fare and pass usage increased include:
  - Increased ridership by seniors and those with disabilities on our fixed route service
  - Greater utilization of passes system-wide

Attachment B shows UCSC ridership and revenue statistics for Q4 of FY16. The report makes comparisons between FY16 and FY15 Q4 and YTD UCSC ridership.

- UCSC ridership decreased 0.4% in Q4 of FY16, while YTD UCSC ridership increased 1.8%. UCSC quarterly revenue decreased 1.9%; YTD revenue increased 0.3%

Reason(s) that quarterly UCSC ridership and revenue decreased include:

- Increased usage of UCSC shuttle service for transportation on campus

Reason(s) that YTD UCSC ridership and revenue increased include:

- Increased UCSC enrollment in FY16
- Additional supplemental trips paid for by UCSC

Attachment C shows average ridership per trip for all weekday and weekend routes in Q4 of FY16. System-wide, there are 21 riders per trip on weekdays and 24 riders per trip on weekends.

- The weekday and weekend route with the highest ridership average is route 16.
  - This route serves UCSC via Laurel East.
  - During their school term UCSC pays for eight supplemental weekend 16ST trips to attempt to meet this high demand.
- The weekday route with the lowest ridership average is route 34.
  - This route serves South Felton during the SLVUSD school term.
- The weekend route with the lowest ridership average is route 79.
  - This route serves the East Lake area in Watsonville.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

Revenue derived from passenger fares and passes is reflected in the FY16 operating budget.

#### **V. ALTERNATIVES CONSIDERED**

There are no alternatives to consider.

#### **VI. ATTACHMENTS**

**Attachment A:** Quarterly Ridership Summary for FY16 Q4 (April 1 – June 30, 2016)

**Attachment B:** Quarterly UCSC Ridership and Discounted Fare Summary for FY16 Q4 (April 1 – June 30, 2016)

**Attachment C:** Quarterly Ridership by Route Report for FY16 Q4 (April 1 – June 30, 2016) Q4 (April 1 – June 30, 2016)

Prepared By: Cayla Hill, Administrative Specialist

**VII. APPROVALS:**

Barrow Emerson,  
Planning and Development Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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# Quarterly Ridership Summary

FY16 Q4 (April 01, 2016 - June 30, 2016)

## Calendar Operating Days

	Calendar Operating Days		Discounted Fare and Pass Usage		
	This Year	Last Year	This Year	Last Year	% Change
Weekdays	65	65	66,856	58,399	14.5%
Saturdays	13	13	6,670	6,909	-3.5%
Sundays	13	13	128,104	127,466	0.5%
			<b>201,630</b>	<b>192,774</b>	<b>4.6%</b>
			<b>8,856</b>	<b>8,856</b>	<b>0.0%</b>
			<b>784,933</b>	<b>747,845</b>	<b>5.0%</b>

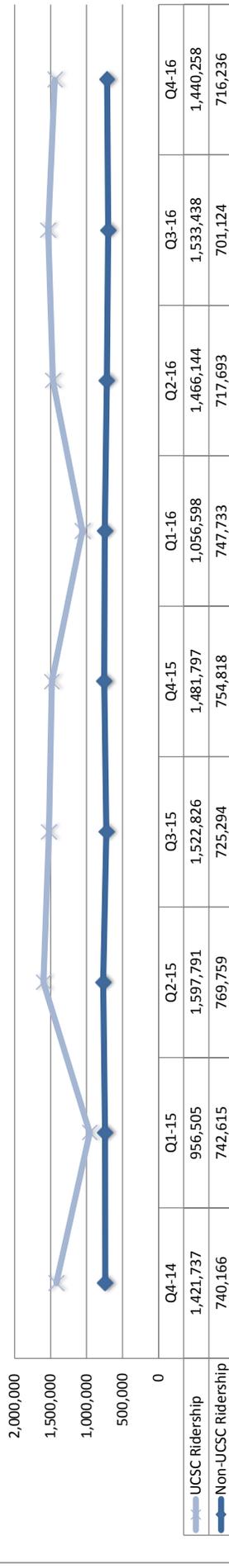
## Quarterly Totals (Q4)

	Quarterly Totals (Q4)		Year To Date Totals (Q1, Q2, Q3, Q4)		
	This Year	Last Year	This Year	Last Year	% Change
Dis. Local Single Cash Fare	66,856	58,399	258,677	221,362	16.9%
Dis. Hwy 17 Single Cash Fare	6,670	6,909	26,192	25,988	0.8%
Dis. Local Pass Usage	128,104	127,466	500,064	500,495	-0.1%
	<b>201,630</b>	<b>192,774</b>	<b>784,933</b>	<b>747,845</b>	<b>5.0%</b>

## Quarterly System Totals

	Quarterly Totals (Q4)			Year to Date Totals (Q1, Q2, Q3, Q4)		
	This Year	Last Year	% Change	This Year	Last Year	% Change
Local Fixed Route	1,359,254	1,384,483	-1.8%	5,159,629	5,179,714	-0.4%
Highway 17 Express	81,004	97,314	-16.8%	336,809	379,205	-11.2%
<b>System Total</b>	<b>1,440,258</b>	<b>1,481,797</b>	<b>-2.8%</b>	<b>5,496,438</b>	<b>5,558,919</b>	<b>-1.1%</b>

## Quarterly Ridership - System Totals



\*Previous year statistics may have been updated since last year's ridership report was produced

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# UCSC Revenue and Ridership Summary

FY16 Q4 (April 01, 2016 - June 30, 2016)

## Calendar Operating Days

	This Year	Last Year
School Term Days	49	49
Weekdays	65	65
Weekend Days	26	26

## UCSC Quarterly Revenue (Q4)

Quarterly Totals (Q4)	This Year	Last Year	\$ Difference	% Change
Student Billing	\$952,134.29	\$973,699.04	-\$21,564.75	-2.2%
Staff Billing	\$50,851.47	\$52,374.96	-\$1,523.49	-2.9%
Route 165T	\$2,732.62	\$0.00	\$2,732.62	N/A
Route 20D	\$17,470.92	\$17,255.15	\$215.77	1.3%
<b>Total</b>	<b>\$1,023,189.30</b>	<b>\$1,043,329.15</b>	<b>-\$20,139.85</b>	<b>-1.9%</b>

## UCSC Quarterly Ridership Totals

Quarterly Totals (Q4)	This Year	Last Year*	Difference	% Change
Students	687,261	689,590	-2,329	-0.3%
Staff & Faculty	36,761	37,389	-628	-1.7%
<b>Total</b>	<b>724,022</b>	<b>726,979</b>	<b>-2,957</b>	<b>-0.4%</b>

## UCSC Annual Revenue

Year to Date Totals (Q1, Q2, Q3, Q4)	This Year	Last Year	\$ Difference	% Change
Student Billing	\$3,358,676.30	\$3,364,292.24	-\$5,615.94	-0.2%
Staff Billing	\$197,754.20	\$206,141.64	-\$8,387.44	-4.1%
Route 165T	\$9,953.75	\$0.00	\$9,953.75	N/A
Route 20D	\$58,141.21	\$44,994.23	\$13,146.98	29.2%
<b>Total</b>	<b>\$3,624,525.46</b>	<b>\$3,615,428.11</b>	<b>\$9,097.35</b>	<b>0.3%</b>

## UCSC Annual Ridership Totals

Year to Date Totals (Q1, Q2, Q3, Q4)	This Year	Last Year*	Difference	% Change
Students	2,469,649	2,417,993	51,656	2.1%
Staff & Faculty	144,003	148,440	-4,437	-3.0%
<b>Total</b>	<b>2,613,652</b>	<b>2,566,433</b>	<b>47,219</b>	<b>1.8%</b>

10-07B.1

\*Previous year statistics may have been updated since last year's ridership report was produced

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# Quarterly Ridership by Route

# Attachment C

APRIL 1, 2016 - JUNE 30, 2016		Weekday	Weekend
Route	Corridor	Avg. Riders per Trip	Avg. Riders per Trip
3	Mission/Beach	13	10
4/4W	Harvey West/Emeline	15	6
8	Emeline	6	
10	UCSC via High St.	47	43
12	UCSC East Side District	34	
15	UCSC via Laurel West	35	
16	UCSC via Laurel East	49	64
16ST	UCSC via Laurel East Supp.		46
19	UCSC via Lower Bay	54	61
20	UCSC via West Side	55	55
20D	UCSC via West Side Supp.	45	
30	Graham Hill/Scotts Valley	6	
33	Lompico SLV/Felton Faire	7	
34	South Felton	0.3	
35/35A	Santa Cruz/Scotts Valley/SLV	18	17
40	Davenport/North Coast	22	
41	Bonny Doon	16	14
42	Davenport/Bonny Doon	10	13
54	Capitola/Aptos/La Selva Beach	8	5
55	Rio Del Mar	13	
56	La Selva Beach	8	
66/66N	Live Oak via 17th	16	12
68	Like Oak via Broadway/Portola	15	11
69A	Capitola Road/Watsonville	39	25
69W	Cap. Road/Cabrillo/Watsonville	21	25
71	Santa Cruz to Watsonville	29	26
72	Corralitos	11	
74	Ohlone Parkway/Rolling Hills	8	3
75	Green Valley Road	15	15
77	Civic Plaza / Pajaro	4	
79	East Lake	7	4
91X	Santa Cruz/Watsonville Express	16	
Hwy 17	Hwy 17 Express/AMTRAK	16	19
<b>System-wide Average Riders per Trip</b>		<b>21</b>	<b>24</b>

\*Previous year statistics may have been updated since last year's ridership report was produced

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**CORRECTED**

*Santa Cruz Metropolitan  
Transit District*



**DATE:** August 26, 2016

**TO:** Board of Directors

**FROM:** Thomas Hiltner, Grants/Legislative Analyst

**SUBJECT: ACCEPT AND FILE QUARTERLY STATUS REPORT OF ACTIVE GRANTS, GRANT APPLICATIONS AND OPPORTUNITIES FOR APRIL – JUNE 2016**

**I. RECOMMENDED ACTION**

**That the Board receive and file the status report on grants and applications. This is for information only. No action is required**

**II. SUMMARY**

- Santa Cruz Metropolitan Transit District (METRO) was recently awarded two significant grant awards totaling \$4.5 million to purchase four battery-electric replacement buses and charging infrastructure.
- Staff has submitted three more competitive grant applications for ~~four~~ **six** CNG bus replacements, five ParaCruz van replacements and various infrastructure improvements.
- METRO staff continuously seeks grants and currently has active applications for \$16.9 million in operating and capital assistance.
- METRO has active grant awards totaling \$30,562,087 for ongoing operations and capital improvements.
- A list of METRO's grant applications (Attachment A), active grants (Attachment B) and a grant-funding outlook (Attachment C) are provided quarterly in order to apprise the Board of the status of grants funding.
- No action is required; this report is for information only.

**III. DISCUSSION/BACKGROUND**

Staff is pleased to report that METRO was awarded two significant grant awards in the last quarter to replace aging buses with new battery-electric buses. In June, Caltrans awarded METRO \$709,392 from the Low Carbon Transit Operations Program to purchase one battery-electric replacement bus for service in Watsonville. On July 26, the Federal Transit Administration (FTA) awarded METRO \$3.8 million from its Low and No Emission Bus Program to purchase three battery-electric replacement buses for the Highway 17 Express. These four buses not only help keep the fleet in a state of good repair by taking high-maintenance buses out of service but also advance METRO's electric bus implementation strategy to reduce operating costs as well as eliminate

greenhouse gas emissions from transit buses. These will be the first heavy-duty battery-electric vehicles to operate in Santa Cruz County.

METRO submitted three more competitive grant applications this spring for rolling stock replacements and infrastructure improvements:

1. Federal Transit Administration §5339(b) Bus and Bus Facilities Program: \$1,317,600 requested for three CNG replacement buses and three paratransit van replacements. Award notice is anticipated 9/30/16.
2. Monterey Bay Air Resources District: \$350,000 requested for two battery-electric ParaCruz vans. Award notice anticipated 9/21/16.
3. Santa Cruz County Regional Transportation Commission: \$1,402,500 requested for three CNG replacement buses. Award notice anticipated 9/1/16.

METRO staff continuously seeks grant funds for operating assistance and capital improvements. Discretionary/competitive grants are no longer awarded for ongoing operations, and METRO has become increasingly reliant upon the remaining formula operating assistance programs. Discretionary, competitive grants offer the best opportunity for capital improvements as local and state formula funding has not kept pace with increasing costs, leaving no surplus for capital projects. Because transit operators across the country face a dearth of capital improvement funds, the three discretionary programs listed above will be grossly over-subscribed with relatively few grants awarded. Competitive grant programs also require 10% or more in local matching funds for the project.

The State of California is depending upon Cap and Trade revenue in the Greenhouse Gas Reduction Fund to boost financial support for public transit in the state; however, grants from the Greenhouse Gas Reduction Fund require the recipient to expand or add new service and restrict up to half of the award for use in disadvantaged communities, of which METRO has only one within the Watsonville urbanized area. In its current financial situation, METRO cannot expand service and is in a poor position to compete for these funds. METRO continues to work with the state legislature through the California Transit Association to modify legislation governing the Greenhouse Gas Reduction Fund to allow these funds to be used to sustain existing service during a financial emergency such as the one METRO faces.

METRO staff currently has active grant applications seeking \$16.9 million in discretionary capital improvement funds and formula operating assistance.

This staff report is to apprise the Board of progress in its grant-seeking program, (Attachment A), the awarded grants which are funding operating and capital improvements at METRO (Attachment B), as well as foreseeable opportunities for new grant solicitations (Attachment C) anticipated to arise based upon

previous grant-seeking experience, new programs and pending legislation which could produce future grant opportunities.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

Current grant applications (Attachment A) request \$16,964,393 for new projects. As grants are awarded, the Board will need to amend the operating and capital budgets accordingly.

Active operating and capital improvement grants (Attachment B) total \$30,562,087. The unspent balance of active grants is \$9,910,958.

#### **V. ALTERNATIVES CONSIDERED**

This is for information only and there are no alternatives to consider.

#### **VI. ATTACHMENTS**

**Attachment A:** Grant Applications as of July 2016

**Attachment B:** Active Grants as of July 2016

**Attachment C:** Future Grant Opportunities as seen in July 2016

Prepared By: Thomas Hiltner, Grants/Legislative Analyst

**VII. APPROVALS:**

Barrow Emerson, Planning  
and Development Manager

  
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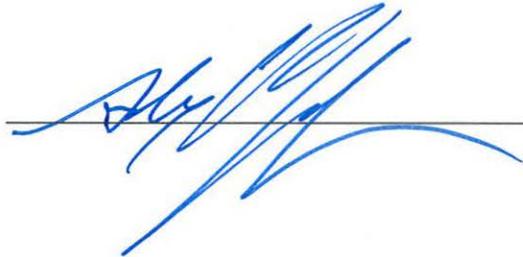
Approved as to form:  
Leslyn K. Syren, District Counsel

  
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Approved as to fiscal impact:  
Angela Aitken, Finance Manager

  
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Alex Clifford, CEO/General Manager

  
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# Attachment A

## Santa Cruz METRO Applications as of July 2016

#	Project Description	Grant Funding Source	\$ Project Total	\$ Grant	Local Match/ Source	Project Status
1	3 Electric replacement buses for Highway 17 Express	FTA FY1565339(c) LoNo Application: 5/13/16 Award: 9/30/16	\$ 4,936,512	\$ 3,810,348	\$ 1,126,164	Competitive grant awarded 7/26/16! Apply to FTA in Trams.
2	2 Electric ParaCruz Vans + chargers	FY17 AB2766 Application due 6/24 Award: 9/21	\$ 497,745	\$ 350,000	Fuel Tax Credit 147,745	Application Submitted 6/23.
3	3 CNG Buses	2016 Surface Transportation Block Grant Program (STBG) Application: 7/14/16 Award: 9/1/16.	\$1,650,000.00	\$1,402,500.00	PTMISEA 247,500	Application submitted 7/14/16. RTC staff will recommend funding 1 bus @ \$500,000. Project awards 9/1.
4	ParaCruz Vans; Buses; Facilities	FTA FY15/FY16 5339(a) Bus and Bus Facilities Formula Program Application: 9/23/16 Award: TBD	\$ 1,042,100	\$ 889,380	Toll Credits 152,720	2-year apportionment (FY15, FY16). Previous scope based upon only FY15 apportionment. New projects programmed.
					PTMISEA	

# Attachment A

## Santa Cruz METRO Applications as of July 2016

#	Project Description	Grant Funding Source	\$ Project Total	\$ Grant	Local Match/Source	Project Status
5	3 CNG replacements; 3 ADA vans	FTA FY16 5339(b) Bus and Bus Facilities Competitive Program Application: 5/13/16 Award: 9/30/16	\$ 1,824,000	\$ 1,317,600	\$ 506,400	Competitive grant program. Monitor grant awards.
6	San Lorenzo Valley bus stop access improvement	Caltrans 2016 Active Transportation Program Application: 6/15/2016 Award: 12/8/16	\$ 1,539,000	\$ 1,539,000	Fuel Tax Credit	Submitted joint application with Santa Cruz County Public Works Department on 6/14/16
7	Discounts for electric bus purchase	CARB Heavy-duty zero-emission Vehicle Incentive Program (HVIP) Application: Continuous	\$ 1,066,608	\$ 101,000	709,432	Submit Voucher request as soon as FY16 LCTOP funds received for Active Grants #1.
				None	LCTOP; Balance PTMISEA TBD	

# Attachment A

## Santa Cruz METRO Applications as of July 2016

#	Project Description	Grant Funding Source	\$ Project Total	\$ Grant	Local Match/ Source	Project Status
8	FY16 Urbanized Area transit operating assistance	FY16 FTA 5307 Urbanized Area Operating Assistance Formula Application: 6/30/16 Award: 9/30/16	\$ 12,572,272	\$ 6,286,136	\$ 6,286,136  Sales Tax	Application submitted 7/21/16. Resubmitted 8/1 by FTA request.
9	FY16 Rural area operating assistance	FY16 FTA 5311 Rural Operating Assistance Formula administered by Caltrans Application: 4/15/16 Award: 1/31/17	\$ 305,132	\$ 168,738	\$ 136,394  Sales Tax	Application submitted 4/15/16.
10	Comprehensive Security and Surveillance CCTV, Lighting, fences, generators at any facility	FY16 CA Transit Security Grant Program (CTS GP) funds from Cal-OES Application: 1/15/16 Award: 9/30/16	\$ 440,505	\$ 440,505	\$ -  None	Application submitted. BOD resolution 8/26/16 to be submitted 8/31 with FMFW.
11	Non-Revenue Vehicles	FTA FY13/FY14 5339 Formula Allocation Application: 9/30/16 Award: TBD	\$ 209,989	\$ 167,991	\$ 41,998  Reserves	Funds moved to FTA from Caltrans. Re-submit application to FTA.

# Attachment A

## Santa Cruz METRO Applications as of July 2016

#	Project Description	Grant Funding Source	\$ Project Total	\$ Grant	Local Match/Source	Project Status
12	Mechanics Sink	FTA FY13/FY14 5339 Formula Allocation Application: 9/30/16 Award: TBD	\$ 9,548	\$ 7,638	\$ 1,910  Reserves	Funds moved to FTA from Caltrans. Re-submit application to FTA.
13	Ehaust Evacuation System	FTA FY13/FY14 5339 Formula Allocation Application: 9/30/16 Award: TBD	\$ 8,000	\$ 6,400	\$ 1,600  Reserves	Funds moved to FTA from Caltrans. Re-submit application to FTA.
14	Propane Mule	FTA FY13/FY14 5339 Formula Allocation Application: 9/30/16 Award: TBD	\$ 58,253	\$ 46,602	\$ 11,651  Reserves	Funds moved to FTA from Caltrans. Re-submit application to FTA.
15	Bus Mid-Life Overhaul	FTA FY13/FY14 5339 Formula Allocation Application: 9/30/16 Award: TBD	\$ 237,082	\$ 189,665	\$ 47,416  Reserves	Funds moved to FTA from Caltrans. Re-submit application to FTA.
16	Bus repaint	FTA FY13/FY14 5339 Formula Allocation Application: 9/30/16 Award: TBD	\$ 203,174	\$ 162,539	\$ 40,635  Reserves	Funds moved to FTA from Caltrans. Re-submit application to FTA.

**Santa Cruz METRO  
Applications as of July 2016**

#	Project Description	Grant Funding Source	\$ Project Total	\$ Grant	Local Match/Source	Project Status
17	Bucket truck	FTA FY13/FY14 5339 Formula Allocation Application: 9/30/16 Award: TBD	\$ 97,938	\$ 78,350	\$ 19,558	Funds moved to FTA from Caltrans. Re-submit application to FTA.
18	Projects TBD at solicitation.	Caltrans FY2017-18 Sustainable Transportation Planning Grant Program  Application due: 10/28/16 Award: 3/31/17	TBD	TBD	Reserves  11.47 - 20%	Solicitation anticipated August 2016.
		Total	\$ 26,697,858	\$ 16,964,393		

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# Attachment B

**Santa Cruz METRO**  
Active Grants as of July 2016

#	Project Description	Funding Source	\$ Grant	Local Match Source	Project Total	\$ Grant Balance	Local Match Balance	Project Balance	Project Status/ Legislation
1	BYD Battery-electric bus for Watsonville Disadvantaged Community and new downtown circulator service	FY16 Cap & Trade Low Carbon Transit Operations Program Formula Application: 2/1/16 Award: 6/30/16	\$ 709,392	\$ 357,216	\$ 1,066,608	\$ 709,392	\$ 357,216	\$ 1,066,608	Grant Awarded 6/2/16. Monitor Caltrans advance payment. Supplemental agreement or authorization to proceed and advance payment is anticipated by 8/30/16.
2	Comprehensive Security and Surveillance: CCTV, Lighting, fences, generators at any facility	FY13 Prop 1B California Transit Security Grant Program (CTSGP) from Cal-OES Expires 3/31/17	\$ 440,505	\$ -	\$ 440,505	\$ 204,832	\$ -	\$ 204,832	Cal-OES granted a project deadline extension until 3/31/17. \$ Grant Balance 8/8/2016
3	Comprehensive Security and Surveillance: CCTV, Lighting, fences, generators at any facility	FY14 Prop 1B California Transit Security Grant Program (CTSGP) from Cal-OES Expires 3/31/17	\$ 440,505	\$ -	\$ 440,505	\$ 440,505	\$ -	\$ 440,505	Received advance payment in full on 10/2015 and project is active. \$ Grant Balance 8/8/2016

**13-08B.1**

# Attachment B

**Santa Cruz METRO**  
Active Grants as of July 2016

#	Project Description	Funding Source	\$ Grant	Local Match Source	Project Total	\$ Grant Balance	Local Match Balance	Project Balance	Project Status/ Legislation
4	Comprehensive Security and Surveillance: CCTV, Lighting, fences, generators at any facility	FY15 Prop 1B California Transit Security Grant Program (CTSGP) from Cal-OES Expires 3/31/18	\$ 440,505	-	\$ 440,505	\$ 440,505	\$ -	\$ 440,505	Received advance payment in full in October 2015 and project is active. \$ Grant Balance 8/8/2016
5	MetroBase: Judy K. Souza Operations Facility construction	Proposition 1B State and Local Partnership Program (SLPP) California Transportation Commission	\$ 5,812,000	None	\$ 11,624,000	\$ -	None	\$ -	All SLPP grant funds have been spent. Reconstruction of ADA access thru 9/30/16; LCN punch list, building acceptance thru 12/31/16. METRO to submit a final report by 2/28/17.
6	MetroBase development, Judy K. Souza Operations Facility	FY10 - 13 Public Transportation Modernization, Infrastructure and Service Enhancement Act (PTMISEA) Expires: 6/30/20	\$12,010,147	None	\$ 12,010,147	\$ -	None	\$ -	All PTMISEA funds allocated FY08 - FY13 to MetroBase have been expended. Final Delivery Report due w/in 6 months of building acceptance.

**13-08B.2**

# Attachment B

**Santa Cruz METRO**  
Active Grants as of July 2016

#	Project Description	Funding Source	\$ Grant	Local Match Source	Project Total	\$ Grant Balance	Local Match Balance	Project Balance	Project Status/ Legislation
7	Pacific Station right-of-way acquisition and Construction	FY15 Public Transportation Modernization, Infrastructure and Service Enhancement Act (PTMISEA) Expires: 6/30/20	\$ 5,967,432	-	\$ 5,967,432	\$ 5,422,432	\$ -	\$ 5,422,432	Corrective Action Plan and new allocation request(s) needed for the transfer of \$1,046,000 to MetroBase and the reallocation of FY15 PTMISEA funds to other projects. including additional MetroBase funding (TBD), e-bus match (\$357k), 5339 grant matches (\$445,623). \$ Grant Balance 8/8/16. Explore windows and roof construction.
8	Pacific Station expansion and renovation architectural services	FY06 FTA 5309 CA-04-0021 No Expiration	\$ 396,000	99,000 None	\$ 495,000	\$ 91,581	\$ 22,895 None	\$ 114,476	Continued alternative site analysis. Consider existing roof/window redesign. Expend funds by 9/30/17. \$Grant Balance as of 8/9/16
9	Pacific Station expansion and renovation architectural services	FY08 FTA 5309 CA-04-0102 No Expiration	\$ 490,000	122,500 Reserves	\$ 612,500	\$ 67,245	\$ 16,811 Reserves	\$ 84,056	Continued alternative site analysis. Consider existing roof/window redesign. Expend funds by 9/30/17. \$Grant Balance as of 8/9/16

**13-08B.3**

# Attachment B

**Santa Cruz METRO**  
Active Grants as of July 2016

#	Project Description	Funding Source	\$ Grant	Local Match Source	Project Total	\$ Grant Balance	Local Match Balance	Project Balance	Project Status/ Legislation
10	Provide student internships in public transit planning.	FY14 FTA 5304 Planning Grant AMBAG OWP WE 673 Expires 12/31/16	\$ 40,281	\$ 5,219 Staff Labor	\$ 45,500	\$ 9,749	\$ 1,263	\$ 11,012	Caltrans awarded Internship grant 8/13/13 for \$40,281. Six-month extension granted February 2016. \$ Grant Balance as of 8/8/16.
11	ParaCruz Van Replacements	SCCRTC Surface Transportation Improvement Program (STIP) Expires 2/21/18	\$ 345,000	\$ 86,000 Reserves	\$ 431,000	\$ 251,484	\$ 86,000	\$ 337,484	Procurement contracted 4 ParaCruz vehicles. Two have been accepted and paid. Two are still unsat and invoices will be paid when the vehicles are accepted. \$ Balance as of 8/8/16.
12	FY16 Operating Assistance.	SCCRTC State Transit Assistance (STA) Diesel Fuel Sales Tax revenue No expiration	\$ 2,832,152	\$ - Reserves	\$ 2,832,152	\$ 1,887,601	\$ -	\$ 1,887,601	CTA requested suspension of Qtr. 3 & 4 payments while resolving new STA formula problem. FY17 short-term fix will be in Budget trailer bill. Long-term fix in CTA STA work committee \$ Grant Balance as of 8/8/16.

**13-08B.4**

# Attachment B

**Santa Cruz METRO**  
Active Grants as of July 2016

#	Project Description	Funding Source	\$ Grant	Local Match Source	Project Total	\$ Grant Balance	Local Match Balance	Project Balance	Project Status/ Legislation
13	FY15 Rural Operating Assistance	FTA 5311 Expires 6/30/16	\$ 177,787	\$ 143,708 Sales Tax	\$ 321,495	\$ -	\$ -	\$ -	Requested reimbursement 6/24/16
14	Comprehensive Operational Analysis Evaluate entire route network with recommendation to restructure	FY14 FTA 5304/Caltrans Expires 6/30/17	\$ 74,749	\$ 96,056 Reserves	\$ 170,805	\$ -	\$ -	\$ -	BOD adopted Fall 2016 service reduction plan on 6/24/16. This project is complete. \$ Grant Balance as of 8/8/16.
15	Purchase One ParaCruz Expansion Van for Elderly/Disabled program beyond ADA	FY15 Caltrans FTA 5310 Elderly & Handicapped mobility program Expires: 3/1/26	\$ 63,000	\$ - Toll Credits	\$ 63,000	\$ 63,000	\$ -	\$ 63,000	Contract executed w/Caltrans 3/15/16. Staff will identify vehicle to procure from the State bid list. \$ Grant Balance as of 8/8/16.
16	Rebuild 110 Vernon Roof	FY13-14 Caltrans FTA 5339 Formula Allocation Expires 9/30/18	\$ 89,600	\$ 22,400 Reserves	\$ 112,000	\$ 100,000	\$ 25,000	\$ 125,000	Project completed for \$112,000. \$13,000 shifted to Watsonville Transit Center repainting.

**13-08B.5**

# Attachment B

**Santa Cruz METRO**  
Active Grants as of July 2016

#	Project Description	Funding Source	\$ Grant	Local Match Source	Project Total	\$ Grant Balance	Local Match Balance	Project Balance	Project Status/ Legislation
17	Repair Transit Center Roof	FY13-14 Caltrans FTA 5339 Formula Allocation Expires 9/30/18	\$ 12,000	\$ 3,000 Reserves	\$ 15,000	\$ 12,000	\$ 3,000	\$ 15,000	Administered by Caltrans
18	Resurface Scotts Valley, Vernon, Soquel P&R Lots	FY13-14 Caltrans FTA 5339 Formula Allocation Expires 9/30/18	\$ 60,000	\$ 15,000 Reserves	\$ 75,000	\$ 60,000	\$ 15,000	\$ 75,000	Administered by Caltrans
19	Watsonville Transit Center Repaint	FY13-14 Caltrans FTA 5339 Formula Allocation Expires 9/30/18	\$ 96,032	\$ 24,008 Reserves	\$ 120,040	\$ 85,632	\$ 21,408	\$ 107,040	Administered by Caltrans
20	Collaborate with MST, Caltrans, CHP to study bus operations on state highway shoulders to give travel time advantage to transit.	AMBAGFY16 FHWA Planning FundsBus on Shoulder Feasibility Study Application: 12/31/15 Award: 9/30/16	\$ 65,000	\$ 9,079 Reserves	\$ 74,079	\$ 65,000	\$ 9,079	\$ 74,079	AMBAG will execute Continuing Cooperative Agreement w/MST. MOU for all 3 to sign under development.
		Total	\$ 30,562,087	\$ 6,795,186	\$ 37,357,273	\$ 9,910,958	\$ 557,672	\$ 10,468,630	

**13-08B.6**

# Attachment C

## Santa Cruz METRO Future Grant Opportunities as seen July 2016

#	Proposed Project	Funding Source	\$ Grant Request	Local Match Amount/Source	Project Status/ Legislation	Stakeholders Supporters
1	Electric Buses for AMTRAK Bus Feeder network from Santa Cruz to San Jose	FY17 Transit & Intercity Rail Capital Program Application: 4/5/2017	\$ 8,000,000	\$ -  None	Competitive program; ~\$100 million statewide. NOFA January '17. Requires new/expanded transit service and disadvantaged community service.	SCRTC; TAMC; MST; Caltrans; AMBAG; MBUAPCD; CARB
2	Discounts for electric bus purchase	CARB Heavy-duty zero-emission Vehicle Incentive Program (HVIP) Application: Continuous	~\$100,000 per new electric bus	\$ -  None	Solicitation is open. Requires committed funds for bus purchase.	SCRTC; AMBAG; Legislative Coalition
3	Comprehensive Security and Surveillance to purchase CCTV, lighting, fences at all METRO facilities	FY17 Proposition 1B California Transit Security Program(CTSGP) Fixed Formula to METRO Application: 3/15/2017	\$ 440,505	\$ -  None	Project solicitation in January 2017. This is the final installment from the Prop 1B CTSGP of 2006.	Santa Cruz County Public Works; Santa Cruz Police Department;

Santa Cruz METRO  
Future Grant Opportunities as seen July 2016

#	Proposed Project	Funding Source	\$ Grant Request	Local Match Amount/Source	Project Status/ Legislation	Stakeholders Supporters
4	ADA access & bus stop improvements in Rural Area only.	Caltrans 5311(f) Rural discretionary Program Application: 4/15/2017	\$150,000 - \$250,000	\$37,500 - \$62,500  Reserves	Propose revised Caltrans Urban Area Service Boundary to allow SLV qualification.	SCRTC; AMBAG; District 5 Supervisor; CTA; STA
5	Affordable housing, Pacific Station or Watsonville; Expanded transit service w/electric buses	Cap & Trade: Affordable Housing and Sustainable Communities Program (AHSC); \$150 Million Statewide Proposal: Jan '17 Application: Jun '17	\$1,000,000 - \$8,000,000	\$ -  None	Form partnership w/affordable housing non-profit. Requires new/expanded transit service.	Watsonville City Council; Santa Cruz Economic Development Department; Chamber of Commerce; Planning, Public Works; Jimmy Dutra; METRO BOD; AMBAG; RTC; County Economic Development
6	FY17 Urbanized Area transit operating assistance	FY17 FTA 5307 Urbanized Area Operating Assistance Formula Application: 2/28/17	~\$6,200,000	~6,200,000  Sales Tax	Submit when total FY17 apportionment is known.	BOD; Finance; CEO

Santa Cruz METRO  
Future Grant Opportunities as seen July 2016

#	Proposed Project	Funding Source	\$ Grant Request	Local Match Amount/Source	Project Status/ Legislation	Stakeholders Supporters
7	FY17 Rural area operating assistance	FY17 FTA 5311 Rural Operating Assistance Formula administered by Caltrans Application: 4/15/17	~\$200,000	~\$161,664 Sales Tax	Submit when total FY17 apportionment is known.	BOD; Finance; CEO
8	Purchase electric buses and associated charging infrastructure for revenue service.	California Energy Commission's Alternative and Renewable Fuel and Vehicle Technology Program Application: 9/30/16	\$2,000,000 - \$5,000,000	Unknown	Monitor	MBUAPCD; AMBAG; SCCRTC; CTA; Resource Conservation District of Santa Cruz County; CARB; Santa Cruz County Public Works; Legislative Coalition
9	Purchase electric buses and associated charging infrastructure for revenue service.	SB 862 Low Carbon Transit Operations Program, \$25 Million Statewide Application: 11/1/2016	\$ 750,000	TBD Unknown	METRO apportionment based upon statewide allocation of \$100 million. Application due 11/1/16.	SCCRTC; TAMC; MST; Caltrans; AMBAG; MBUAPCD; CARB

Santa Cruz METRO  
Future Grant Opportunities as seen July 2016

#	Proposed Project	Funding Source	\$ Grant Request	Local Match Amount/ Source	Project Status/ Legislation	Stakeholders Supporters
10	Pacific Station renovation	FY17 US DOT TIGER program \$500 Million Nationwide Pre-Proposal: 3/4/2017 Application: 6/5/2017	\$ 12,000,000	\$ 3,000,000	Nationwide budget est. ~\$500 million	City of Santa Cruz Planning and Public Works; Downtown Business Association; Greyhound; Pacific Station Tenants; Federal Transit Administration; Chamber of Commerce
13	2017 Planning Grant	Caltrans FTA 5304 Sustainable Communities Planning Grant Application: 10/28/16 Award: 9/30/16	TBD	Reserves; Partnership; AHSC TBD	TBD Reserves Staff Labor	NA



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Al Pierce, Maintenance Manager  
**SUBJECT: CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS  
FOR SECURITY UPGRADE TO THE MECHANICAL PLATFORM AT  
THE JUDY K. SOUZA OPERATIONS FACILITY**

**I. RECOMMENDED ACTION**

**That the Board of Directors authorize the Purchasing Manager to issue a formal Invitation for Bids for a Security Upgrade to the Mechanical Platform at the Judy K. Souza Operations Facility.**

**II. SUMMARY**

- The Santa Cruz Metropolitan Transit District (METRO) requires the services of a licensed contractor to install security fabric on the mechanical platform at the Judy K. Souza Operations Facility, thereby completely enclosing and securing the equipment contained within.

**III. DISCUSSION/BACKGROUND**

Upon completion of the Judy K. Souza Operations Facility, it was determined that the mechanical platform, which contains the building's vital mechanical equipment, had no protection from vandalism or theft. This platform is in the very back corner near the river, and is not visible to Dispatch staff, making it vulnerable. Should any of the vital equipment be stolen or destroyed, the building could potentially be unusable for a long period of time (months) while the situation was remedied.

Staff is recommending the issuance of a formal Invitation for Bids for Security Upgrade to the Mechanical Platform at the Judy K. Souza Operations Facility.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

This action will authorize the initiation of a procurement estimated to result in a contract with a value of \$65,000. Funds to support the contract will be provided by the CalOES Transit Security Grant within the MetroBase Phase II (Operations Building) Life of Project Budget as of 6/24/2016.

## **V. ALTERNATIVES CONSIDERED**

- Purchase the materials directly and have in-house Facilities staff install it. This alternative is not recommended as Facilities staff does not have the capacity to handle a project of this size at this time.
- Do nothing. This alternative is not recommended as this area is vulnerable and the foot traffic on the river, just on the other side of the fence, is a concern.

## **VI. ATTACHMENTS**

**Attachment A:** Authorizing Resolution

**Attachment B:** MetroBase Life of Project Budget as of June 24, 2016

Prepared By: Erron Alvey, Purchasing Manager  
Al Pierce, Maintenance Manager  
Joan Jeffries, Administrative Assistant

**VII. APPROVALS:**

Al Pierce, Maintenance Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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# Attachment A



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING THE PURCHASING MANAGER TO SOLICIT BIDS FOR SECURITY UPGRADE TO THE MECHANICAL PLATFORM AT THE JUDY K. SOUZA OPERATIONS FACILITY**

**WHEREAS**, the Santa Cruz Metropolitan Transit District has a need for Security Upgrade to the Mechanical Platform at the Judy K. Souza Operations Facility;

#### **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AS FOLLOWS:**

**THAT**, the Purchasing Manager is authorized to issue an Invitation for Bids for the services and/or supplies described above; and

**THAT**, the IFB is approved for release pursuant to the provisions of the Santa Cruz Metropolitan Transit District's Procurement Policy.

**PASSED AND ADOPTED** by the Board of Directors of the Santa Cruz Metropolitan Transit District this 26<sup>th</sup> day of August, 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:  
Mike Rotkin, Board Chair

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# Attachment A

Resolution No. \_\_\_\_\_  
Page 2

Attest:

Alex Clifford, CEO/General Manager

\_\_\_\_\_

Approved as to form:

Leslyn K. Syren, District Counsel

\_\_\_\_\_

# Attachment B

Attachment B Metrobase Phase II (Operations Building) Life of Project Budget

6/24/2016

Construction Contract	1/22/16 Rev Budget	5/13/16 Budget Amend	Resulting Budget
Lewis C. Nelson and Sons Inc. Prime Construction Contract	\$13,572,000.00		\$13,572,000.00
Construction Contract Contingency	\$2,127,844.20		\$2,271,558.20
<b>Security cameras conduit (Cal OES funding)</b>	\$56,000.00	<b>(\$384.00)</b>	
Security fencing (Cal OES funding)	\$45,929.00		
<b>Security gates (Cal OES funding)</b>	\$30,000.00	<b>(\$22,582.00)</b>	
Building access control (Cal OES funding)	\$15,000.00		
<b>Radio tower &amp; equipment relocation (Cal OES funding)</b>	\$50,000.00	<b>(\$30,249.00)</b>	

SC Metro Project Management	1/22/16 Rev Budget	6/24/16 Budget Amend	Resulting Budget
Project Manager Budget FY13& FY14	\$194,234.00		\$194,234.00
Administrative Specialist Budget FY13& FY14	\$160,438.00		\$160,438.00
PM and Admin Specialist FY15 Applied to Other expenses 10/15	\$278,362.00		\$278,362.00
<b>Administrative Assistant</b>	<b>\$20,000.00</b>	<b>(\$10,253.00)</b>	<b>\$9,747.00</b>
<b>Inside Document Control Services</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>

Consultant Costs	1/22/16 Rev Budget	6/24/16 Budget Amend	Resulting Budget
#15-04 Hill International, Inc:	\$2,975,382.00	<b>\$385,000.00</b>	\$3,360,382.00
Claims Services - Hill Intl	\$100,000.00	<b>(\$100,000.00)</b>	\$0.00
#12-34 TRC Const Mgmt Applied to Other expenses 10/15	\$1,378,383.00		\$1,378,383.00
<b>RNL Design Original contract 03-2012</b>	<b>\$1,814,977.00</b>	<b>\$50,000.00</b>	<b>\$1,864,977.00</b>
<b>Contingency 10% -A&amp;E</b>	<b>\$150,000.00</b>	<b>(\$50,000.00)</b>	<b>\$100,000.00</b>
Contingency 10% - PMC	\$0.00		
Contracted professional services	\$150,000.00		\$150,000.00

Additional Costs and Services	1/22/16 Rev Budget	6/24/16 Budget Amend	Resulting Budget
<b>4VSW's hired 3/4/13 –through 2016</b>	<b>\$1,000,000.00</b>	<b>(\$225,000.00)</b>	<b>\$787,869.00</b>
Dubois temporary facility and related ongoing costs	\$1,200,000.00		\$1,200,000.00
Dubois property remediation after move out	\$100,000.00		\$100,000.00
Harvey West Security	\$70,254.00		\$70,254.00
Furniture and cubicles for new facility	\$150,000.00		\$150,000.00
<b>Inside and outside counsel expenses</b>	<b>\$150,000.00</b>	<b>\$225,000.00</b>	<b>\$375,000.00</b>
Land mobile radio tower & equipment relocation	\$100,000.00		\$100,000.00
Security cameras	\$172,000.00		\$172,000.00
Security anti-climb panels for back fencing	\$45,864.00		\$45,864.00
<b>Access Control System (CalOES)</b>	<b>\$0.00</b>	<b>\$150,000.00</b>	<b>\$150,000.00</b>
<b>Secure Mechanical Platform Enclosure (CalOES)</b>	<b>\$0.00</b>	<b>\$60,000.00</b>	<b>\$60,000.00</b>
<b>ADA Accessibility Corrections</b>	<b>\$0.00</b>	<b>\$225,000.00</b>	<b>\$225,000.00</b>
<b>Additional Bollards on Parking Deck</b>	<b>\$0.00</b>	<b>\$36,500.00</b>	<b>\$36,500.00</b>
<b>LED light conversion</b>	<b>\$45,000.00</b>	<b>(\$45,000.00)</b>	<b>\$0.00</b>
Procore software	\$30,000.00		\$30,000.00
Other project expenses	\$229,857.00		\$229,857.00

<b>Life of Project Total</b>	<b>6/24/2016</b>	<b>\$27,082,425</b>
	1/22/2015 Budget	\$26,411,524
	Difference	\$670,901

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Al Pierce, Maintenance Manager  
**SUBJECT: CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS  
FOR EARTHWORK AND GRADING AT 135 DUBOIS STREET,  
SANTA CRUZ**

## **I. RECOMMENDED ACTION**

**That the Board of Directors authorize the Purchasing Manager to issue a formal Invitation for Bids for Earthwork and Grading at 135 Dubois Street, Santa Cruz.**

## **II. SUMMARY**

- The Santa Cruz Metropolitan Transit District (METRO) requires the services of a licensed excavating contractor to provide regrading of the property at 135 Dubois Street, Santa Cruz.
- METRO leased this property for three (3) years as a portion of the main parking facility for the Fixed Route buses during construction of the Judy K. Souza Operations Facility at 1200 River Street, Santa Cruz. The property consists of a sloped dirt and gravel parking area of 1.4 acres.
- During the years METRO leased the property, daily bus traffic and rain caused ruts and erosion that now must be repaired by regrading the property.

## **III. DISCUSSION/BACKGROUND**

METRO used the property at 135 Dubois Street for a portion of the depot parking for a fleet of 115 Fixed Route buses during construction of the Judy K. Souza Operations Facility. Daily use of the property involved the deployment and return of over 85 buses in a 24 hour period. Once buses returned and were parked by their drivers, fleet bus Servicers took the buses to the METRO fueling facility at 1200B River Street and returned them within the hour. The compounding of bus traffic in and out of the sloped facility added to the displacement of gravel and base soil.

METRO is contractually required to return the property to its original graded condition. Staff is recommending the issuance of a formal Invitation for Bids for Earthwork and Grading at 135 Dubois Street, Santa Cruz.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

This action will authorize the initiation of a procurement estimated to result in a contract with a value of \$25,000. Funds to support the resulting contract are included in the MetroBase Life of Project Budget as of June 24, 2016.

#### **V. ALTERNATIVES CONSIDERED**

- None. METRO is contractually obligated to return this property to its original graded condition.

#### **VI. ATTACHMENTS**

**Attachment A:** Authorizing Resolution

**Attachment B:** MetroBase Life of Project Budget as of June 24, 2016

Prepared By: Al Pierce, Maintenance Manager  
Joan Jeffries, Administrative Assistant

**VII. APPROVALS:**

Al Pierce, Maintenance Manager

  
\_\_\_\_\_

Approved as to form:  
Leslyn K. Syren, District Counsel

  
\_\_\_\_\_

Approved as to fiscal impact:  
Angela Aitken, Finance Manager

  
\_\_\_\_\_

Alex Clifford, CEO/General Manager

  
\_\_\_\_\_

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# Attachment A



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING THE PURCHASING MANAGER TO SOLICIT BIDS FOR EARTHWORK AND GRADING AT 135 DUBOIS STREET, SANTA CRUZ**

**WHEREAS**, the Santa Cruz Metropolitan Transit District has a need for Earthwork and Grading at 135 Dubois Street, Santa Cruz;

#### **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AS FOLLOWS:**

**THAT**, the Purchasing Manager is authorized to issue an Invitation for Bids for the services and/or supplies described above; and

**THAT**, the IFB is approved for release pursuant to the provisions of the Santa Cruz Metropolitan Transit District's Procurement Policy.

**PASSED AND ADOPTED** by the Board of Directors of the Santa Cruz Metropolitan Transit District this 26<sup>th</sup> day of August, 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:  
Mike Rotkin, Board Chair

---

# Attachment A

Resolution No. \_\_\_\_\_  
Page 2

Attest:

Alex Clifford, CEO/General Manager

\_\_\_\_\_

Approved as to form:

Leslyn K. Syren, District Counsel

\_\_\_\_\_

# Attachment B

Attachment B Metrobase Phase II (Operations Building) Life of Project Budget

6/24/2016

Construction Contract	1/22/16 Rev Budget	5/13/16 Budget Amend	Resulting Budget
Lewis C. Nelson and Sons Inc. Prime Construction Contract	\$13,572,000.00		\$13,572,000.00
Construction Contract Contingency	\$2,127,844.20		\$2,271,558.20
<b>Security cameras conduit (Cal OES funding)</b>	\$56,000.00	(\$384.00)	
Security fencing (Cal OES funding)	\$45,929.00		
<b>Security gates (Cal OES funding)</b>	\$30,000.00	(\$22,582.00)	
Building access control (Cal OES funding)	\$15,000.00		
<b>Radio tower &amp; equipment relocation (Cal OES funding)</b>	\$50,000.00	(\$30,249.00)	

SC Metro Project Management	1/22/16 Rev Budget	6/24/16 Budget Amend	Resulting Budget
Project Manager Budget FY13& FY14	\$194,234.00		\$194,234.00
Administrative Specialist Budget FY13& FY14	\$160,438.00		\$160,438.00
PM and Admin Specialist FY15 Applied to Other expenses 10/15	\$278,362.00		\$278,362.00
<b>Administrative Assistant</b>	<b>\$20,000.00</b>	<b>(\$10,253.00)</b>	<b>\$9,747.00</b>
<b>Inside Document Control Services</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>

Consultant Costs	1/22/16 Rev Budget	6/24/16 Budget Amend	Resulting Budget
#15-04 Hill International, Inc:	\$2,975,382.00	\$385,000.00	\$3,360,382.00
Claims Services - Hill Intl	\$100,000.00	(\$100,000.00)	\$0.00
#12-34 TRC Const Mgmt Applied to Other expenses 10/15	\$1,378,383.00		\$1,378,383.00
<b>RNL Design Original contract 03-2012</b>	<b>\$1,814,977.00</b>	<b>\$50,000.00</b>	<b>\$1,864,977.00</b>
<b>Contingency 10% -A&amp;E</b>	<b>\$150,000.00</b>	<b>(\$50,000.00)</b>	<b>\$100,000.00</b>
Contingency 10% - PMC	\$0.00		
Contracted professional services	\$150,000.00		\$150,000.00

Additional Costs and Services	1/22/16 Rev Budget	6/24/16 Budget Amend	Resulting Budget
<b>4VSW's hired 3/4/13 –through 2016</b>	<b>\$1,000,000.00</b>	<b>(\$225,000.00)</b>	<b>\$787,869.00</b>
Dubois temporary facility and related ongoing costs	\$1,200,000.00		\$1,200,000.00
Dubois property remediation after move out	\$100,000.00		\$100,000.00
Harvey West Security	\$70,254.00		\$70,254.00
Furniture and cubicles for new facility	\$150,000.00		\$150,000.00
<b>Inside and outside counsel expenses</b>	<b>\$150,000.00</b>	<b>\$225,000.00</b>	<b>\$375,000.00</b>
Land mobile radio tower & equipment relocation	\$100,000.00		\$100,000.00
Security cameras	\$172,000.00		\$172,000.00
Security anti-climb panels for back fencing	\$45,864.00		\$45,864.00
<b>Access Control System (CalOES)</b>	<b>\$0.00</b>	<b>\$150,000.00</b>	<b>\$150,000.00</b>
<b>Secure Mechanical Platform Enclosure (CalOES)</b>	<b>\$0.00</b>	<b>\$60,000.00</b>	<b>\$60,000.00</b>
<b>ADA Accessibility Corrections</b>	<b>\$0.00</b>	<b>\$225,000.00</b>	<b>\$225,000.00</b>
<b>Additional Bollards on Parking Deck</b>	<b>\$0.00</b>	<b>\$36,500.00</b>	<b>\$36,500.00</b>
<b>LED light conversion</b>	<b>\$45,000.00</b>	<b>(\$45,000.00)</b>	<b>\$0.00</b>
Procore software	\$30,000.00		\$30,000.00
Other project expenses	\$229,857.00		\$229,857.00

<b>Life of Project Total</b>	<b>6/24/2016</b>	<b>\$27,082,425</b>
	<b>1/22/2015 Budget</b>	<b>\$26,411,524</b>
	<b>Difference</b>	<b>\$670,901</b>

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Ciro Aguirre, Chief Operations Officer  
**SUBJECT: CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR COURIER SERVICES**

## **I. RECOMMENDED ACTION**

**That the Board of Directors authorize the Purchasing Manager to issue a Request for Proposals for Courier Services.**

## **II. SUMMARY**

- The Santa Cruz Metropolitan Transit District (METRO) requires the services of a Courier Services firm to carry out our interoffice delivery needs, USPS delivery needs and Board Packet delivery needs.
- There is no formal contract currently in place for these services and a formal contract is required.

## **III. DISCUSSION/BACKGROUND**

METRO has employed Courier Services for several years due to the various locations throughout the county in which METRO facilities are located. The need for documents and other items to be delivered amongst the individual METRO facilities requires a Courier Service to deliver such items.

METRO has had an informal agreement in place for these services with the vendor, Pedaler's Express, since 2012. Prior to 2012, METRO contracted with Clutch Courier Services to perform these duties. Both are two local firms fit to perform this work. To promote equal opportunity and competition, the district has alternated between these two firms every few years in an informal fashion.

In order to include additional vendors now performing courier services in Santa Cruz County, staff is recommending the issuance of a formal Request for Proposals for Courier Services in order to obtain a formal contract for these services through a bidding process.

Issuance of a formal Request for Proposals will aid METRO in 3 ways:

- 1) Satisfy FTA contract requirements;
- 2) Aid METRO in forecasting by securing mutually agreeable pricing over an extended period of time; and,

3) Minimize risk and liability.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

This action will authorize the initiation of a procurement estimated to result in a contract with a value of \$65,400 over its anticipated 5-year life. METRO has budgeted \$13,080 through the end of FY17 in the Administration Cost Center 1100, under the Professional and Technical Services account - 503031.

#### **V. ALTERNATIVES CONSIDERED**

- Forgo Request For Proposals. Not recommended as there may be cost savings by issuing an RFP for this service.
- Continue alternating between vendors periodically. Not recommended as this would not be in compliance with FTA requirements for competitive bidding.

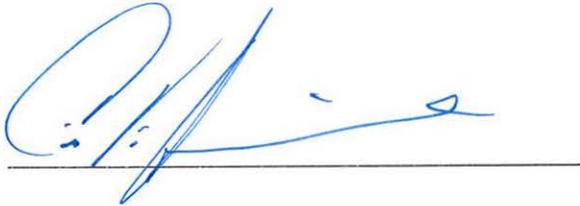
#### **VI. ATTACHMENTS**

**Attachment A:** Authorizing Resolution

Prepared By:           Ciro Aguirre, Chief Operations Officer

**VII. APPROVALS:**

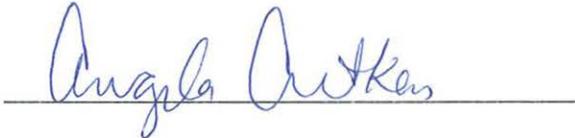
Ciro Aguirre, Chief Operations Officer



Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



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# Attachment A



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING THE PURCHASING MANAGER TO SOLICIT PROPOSALS FOR COURIER SERVICES**

**WHEREAS**, the Santa Cruz Metropolitan Transit District has a need for Courier Services;

#### **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AS FOLLOWS:**

**THAT**, the Purchasing Manager is authorized to issue a Request for Proposals for the services and/or supplies described above; and

**THAT**, the RFP is approved for release pursuant to the provisions of the Santa Cruz Metropolitan Transit District's Procurement Policy.

**PASSED AND ADOPTED** by the Board of Directors of the Santa Cruz Metropolitan Transit District this 26<sup>th</sup> day of August, 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:

Mike Rotkin, Board Chair

---

Attest:

Alex Clifford, CEO/General Manager

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# Attachment A

Resolution No. \_\_\_\_\_  
Page 2

Approved as to form:

Leslyn K. Syren, District Counsel

\_\_\_\_\_



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Ciro Aguirre, Chief Operations Officer  
**SUBJECT: CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR SECURITY SURVEILLANCE CONSULTANT SERVICES FOR THE JUDY K. SOUZA OPERATIONS FACILITY AND FUEL & WASH FACILITY**

## **I. RECOMMENDED ACTION**

**That the Board of Directors authorize the Purchasing Manager to issue a formal Request for Proposals for Security Surveillance Consultant Services for the Judy K. Souza Operations Facility and the Fuel & Wash Facility.**

## **II. SUMMARY**

- The Santa Cruz Metropolitan Transit District (METRO) requires the services of a security surveillance consultant to assess security surveillance needs, recommend a new video surveillance system, and provide specifications and drawings for a future IFB for both the Judy K. Souza Operations Facility and the Fuel & Wash Facility.

## **III. DISCUSSION/BACKGROUND**

The new Judy K. Souza Operations Facility was built with an integrated conduit system to accommodate the installation of video surveillance; however, the purchase and installation of an actual surveillance system was not included.

While a comprehensive video surveillance system was installed at various METRO facilities back in 2011, the Fuel & Wash Facility has an existing system that was not upgraded at that time due to funding limitations. This system is fast becoming obsolete and is difficult to maintain in proper working condition.

In November of 2015, the Board of Directors authorized issuing a formal Request for Proposals for the Purchase and Installation of a Video Surveillance System at both the Fuel & Wash Facility and the new Judy K. Souza Operations Facility.

METRO requires the services of a security surveillance consultant to conduct an assessment of security surveillance needs, to make recommendations for a new video surveillance system, and to provide specifications and drawings for a future Invitation for Bids for both locations. Staff is recommending the issuance of a formal Request for Proposals for Security Surveillance Consultant Services for the Judy K. Souza Operations Facility and the Fuel & Wash Facility.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

This action will authorize the initiation of a procurement estimated to result in a contract with a value of \$50,000. Funding for this project will be provided by the CalOES Transit Security Grant. This project will not be included in the Metrobase Phase II Life of Project. It is a separate standalone capital project utilizing CalOES grant funds.

#### **V. ALTERNATIVES CONSIDERED**

- Prepare specifications and drawings in-house. Staff looked into this alternative and determined that in-house staff does not have the technical skills needed to perform this task.

#### **VI. ATTACHMENTS**

**Attachment A:** Authorizing Resolution

Prepared By: Joan Jeffries, Administrative Assistant  
Erron Alvey, Purchasing Manager  
Isaac Holly, I.T. Manager

**VII. APPROVALS:**

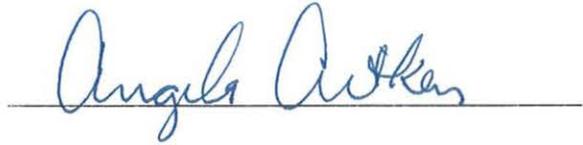
Ciro Aguirre, COO



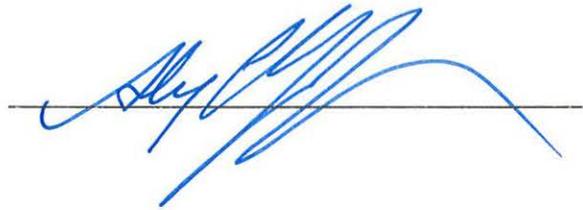
Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



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# Attachment A



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING THE PURCHASING MANAGER TO SOLICIT PROPOSALS FOR SECURITY SURVEILLANCE CONSULTANT SERVICES FOR THE JUDY K. SOUZA OPERATIONS FACILITY AND THE FUEL & WASH FACILITY**

**WHEREAS**, the Santa Cruz Metropolitan Transit District has a need for Security Surveillance Consultant Services for the Judy K. Souza Operations Facility and the Fuel & Wash Facility;

#### **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AS FOLLOWS:**

**THAT**, the Purchasing Manager is authorized to issue a Request for Proposals for the services and/or supplies described above; and

**THAT**, the RFP is approved for release pursuant to the provisions of the Santa Cruz Metropolitan Transit District's Procurement Policy.

**PASSED AND ADOPTED** by the Board of Directors of the Santa Cruz Metropolitan Transit District this 26<sup>th</sup> day of August, 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:  
Mike Rotkin, Board Chair

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# Attachment A

Resolution No. \_\_\_\_\_  
Page 2

Attest:

Alex Clifford, CEO/General Manager \_\_\_\_\_

Approved as to form:

Leslyn K. Syren, District Counsel \_\_\_\_\_



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Thomas Hiltner, Grants/Legislative Analyst

**SUBJECT: CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE  
CEO TO SUBMIT APPLICATIONS AND EXECUTE  
AGREEMENTS FOR GRANTS FROM THE FEDERAL TRANSIT  
ADMINISTRATION AND FROM THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

### **I. RECOMMENDED ACTION**

**That the Board adopt a Resolution authorizing the CEO to submit applications and execute agreements for grants from the Federal Transportation Administration and from the California Department of Transportation.**

### **II. SUMMARY OF ISSUES**

- The Federal Transit Administration (FTA) and the California Department of Transportation (Caltrans) solicit multiple grant applications each year.
- A continuing resolution is acceptable for many FTA and Caltrans grant applications, especially in the annual formula programs.
- This Resolution will be valid for three years unless rescinded earlier by the Board of Directors.
- Authorizing the attached Resolution will allow the CEO to apply for some grants and execute contracts with the FTA and Caltrans without further action by the Board of Directors.

### **III. DISCUSSION**

The Federal Transportation Administration (FTA) and the California Department of Transportation (Caltrans) release multiple grant opportunities every year. In the past, Santa Cruz METRO staff prepared a separate Staff Report and Board Resolution for each grant program, although not all grants require a program-specific resolution. Sponsors accept a continuing resolution for several grant programs, especially those that are allocated by formula every year.

A continuing resolution enables the CEO to apply and execute agreements for grants in the FTA and Caltrans funding programs without further Board action. The continuing resolution shortens the process of preparing a grant application.

The attached non-specific resolution will be valid for three years, or the Board of Directors may choose to rescind it earlier for any reason.

Staff recommends that the Board of Directors adopt the attached continuing resolution for grant applications and agreements for funding from the FTA and Caltrans.

#### **IV. FINANCIAL CONSIDERATIONS**

Funding for grants will be presented to the Board for consideration in the annual budget process and in the quarterly grant program status reports.

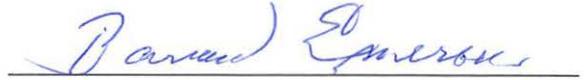
#### **V. ATTACHMENTS**

**Attachment A:** Authorizing Resolution

Prepared by: Thomas Hiltner, Grants/Legislative Analyst

**VI. APPROVALS**

Barrow Emerson, Planning  
And Development Manager



A handwritten signature in blue ink, appearing to read "Barrow Emerson", written over a horizontal line.

Approved as to form:  
Leslyn K. Syren, District Counsel



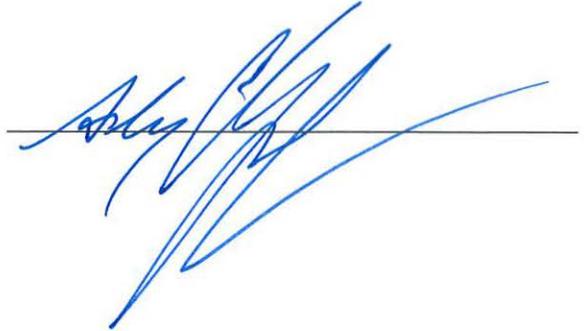
A handwritten signature in blue ink, appearing to read "Leslyn K. Syren", written over a horizontal line.

Approved as to fiscal impact:  
Angela Aitken, Finance Manager



A handwritten signature in blue ink, appearing to read "Angela Aitken", written over a horizontal line.

Alex Clifford, CEO/General Manager



A handwritten signature in blue ink, appearing to read "Alex Clifford", written over a horizontal line.

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# Attachment A

## BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. \_\_\_\_\_

On the Motion of Director: \_\_\_\_\_

Duly Seconded by Director: \_\_\_\_\_

The Following Resolution is Adopted:

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING APPLICATIONS AND EXECUTION OF AGREEMENTS FOR GRANTS FROM THE FEDERAL TRANSIT ADMINISTRATION AND THE CALIFORNIA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Santa Cruz Metropolitan Transit District regularly applies for grant funds from the Federal Transit Administration and from the California Department of Transportation; and

**WHEREAS**, it is not always necessary or timely to prepare a specific Board Resolution for each grant program; and

**WHEREAS**, it is in the interest of the Santa Cruz Metropolitan Transit District to submit applications for funding; and

**WHEREAS**, this Resolution will be good for three years from the date of execution, or less if the Board rescinds this Resolution for any reason;

**NOW, THEREFORE, BE IT RESOLVED**, that the General Manager of Santa Cruz Metropolitan Transit District is authorized to submit applications and to sign all agreements necessary to obtain funding from the Federal Transit Administration and from the California Department of Transportation.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of August 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

# Attachment A

Resolution No. \_\_\_\_\_

Page 2

**APPROVED** \_\_\_\_\_

MIKE ROTKIN  
Board Chair

**ATTEST** \_\_\_\_\_

ALEX CLIFFORD  
General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LESLYN SYREN  
District Counsel



**DATE:** August 26, 2016

**TO:** Board of Directors

**FROM:** Barrow Emerson, Planning and Development Manager

**SUBJECT: CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE CEO TO  
SUBMIT AN APPLICATION AND SIGN NECESSARY AGREEMENTS  
TO OBTAIN PROPOSITION 1B FUNDING FROM THE FY16  
CALIFORNIA TRANSIT SECURITY GRANT PROGRAM**

## **I. RECOMMENDED ACTION**

**That the Board of Directors adopt a resolution authorizing the CEO to submit an application and sign necessary agreements to obtain financial assistance from the FY16 California Transit Security Grant Program.**

## **II. SUMMARY OF ISSUES**

- In November 2006, Proposition 1B established \$1 billion for the California Transit System Safety, Security and Disaster Response Account, 60% of which is designated for the California Transit Security Grant Program (CTSGP).
- For FY16, the State Controller's Office allocated \$440,505 in CTSGP funds to Santa Cruz Metropolitan Transit District (METRO) and the Santa Cruz County Regional Transportation Commission (RTC).
- METRO submitted an application in January 2016 for transit security projects that will enhance safety and security at multiple facilities.
- Upon receiving its Notice of Project Eligibility in April, METRO must submit a Board of Directors (BOD) Resolution, Certifications and Assurances, and an Authorized Agent Signature Authority.
- Adopting the attached resolution designates the CEO as the Authorized Agent to execute agreements with the California Governor's Office of Emergency Services for FY16 CTSGP funds.

## **III. DISCUSSION/BACKGROUND**

On November 7, 2006, California voters approved the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006 (Proposition 1B) to finance public transportation infrastructure projects in California. Proposition 1B and its implementing legislation, SB 88, established the Transit System Safety, Security and Disaster Response Account with \$1 billion. SB 88 designated that 60% of this account be allocated to the California Transit Security Grant Program (CTSGP) for transit system safety and security projects.

In FY16, the California Legislature appropriated \$60 million in CTSGP funds to eligible agencies and transit operators. The State Controller's Office determines the amount of CTSGP funds available to eligible Regional Transportation Planning Agencies (RTPAs) and Public Transit Operators by applying the same formula used to allocate State Transit Assistance (STA) funds. In Santa Cruz County, the Santa Cruz County Regional Transportation Commission (RTC) is the eligible RTPA and METRO is the eligible transit operator. For FY16, the State Controller's Office allocated \$212,337 to the RTC and \$228,168 to METRO, the same amount as in each year from FY08 through FY15.

In the previous eight years, the RTC delegated its share of CTSGP funds to METRO's transit security projects. The RTC adopted a resolution (Attachment A) on 8/4/16 to again delegate its share of CTSGP funds to METRO for transit security projects in FY16, bringing the total amount available to \$440,505 for security projects. The California Governor's Office of Emergency Services (Cal OES) administers the CTSGP. CTSGP Guidelines require the RTC to approve and submit the application on behalf of METRO and in accordance with the Guidelines. METRO submitted its application through the RTC.

Previously programmed security projects which are in progress at METRO need continued funding to complete. While operations began using the new, narrow-band, land-mobile radio system in 2014, security funds are being used to resolve intermittent interruptions in radio transmissions. The comprehensive video surveillance system which was installed at all METRO facilities is now being integrated into new construction at the Judy K. Souza Operating Facility with security grant funds. The FY16 security grant funds will be used to complete LED lighting upgrades outside of all METRO facilities to improve visibility. The FY16 funding as well as the final installment of security grant funds to be received next year will be used to complete these ongoing projects and to implement new projects which will install emergency electrical generators, security fences and access control at vulnerable METRO facilities.

Staff recommends that the Board adopt the attached resolution (Attachment B) designating the CEO as the Authorized Agent to execute necessary agreements with the Cal OES for the FY16 allocation of CTSGP funds. The Board Chair must also sign the Authorized Agent Form (Attachment C) for submission as part of the application.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

FY16 CTSGP grant funds will provide \$440,505 in capital funds to METRO for comprehensive security projects. No local funds are required.

## **V. ALTERNATIVES CONSIDERED**

- Do not seek funding. This alternative is not recommended as METRO has incomplete security projects and necessary upgrades to equipment initially funded in prior years of the program.

## **VI. ATTACHMENTS**

**Attachment A:** RTC Resolution Authorizing the Transfer of its FY16 CTSGP funds to METRO for security project

**Attachment B:** Resolution Authorizing Submission of an Application and Execution of Agreements for FY16 CTSGP funds

**Attachment C:** Authorized Agent Form

Prepared by: Barrow Emerson, Planning and Development Manager

**VII. APPROVALS:**

Barrow Emerson, Planning  
And Development Manager



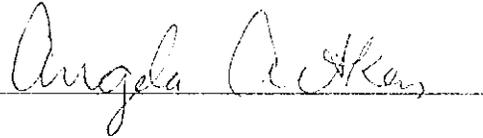
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Approved as to form:  
Leslyn K. Syren, District Counsel



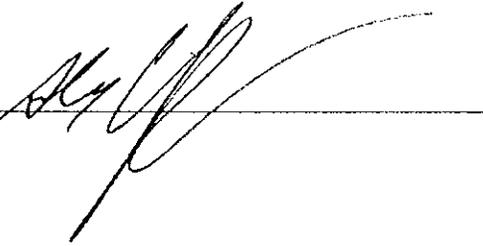
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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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# Attachment A

## RESOLUTION NO. 27-16

Adopted by the Santa Cruz County Regional Transportation Commission  
on the date of August 4, 2016  
on the motion of Commissioner Norton  
duly seconded by Commissioner Leopold

### A RESOLUTION AUTHORIZING SUBMITTAL OF AN APPLICATION AND EXECUTION OF AGREEMENTS FOR PROPOSITION 1B CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FUNDS FOR SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

WHEREAS, the Highway Safety, Traffic Reduction, Air quality, and Port Security Bond Act of 2006 (Proposition 1B) authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, \$600 million made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems through the California Transit Security Grant Program (CTSGP); and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the CTSGP funds are available to Regional Transportation Planning Agencies (RTPAs) and transit operators eligible to receive State Transit Assistance funds pursuant to Sections 99313 and 99314 of the Public Utility Code (PUC); and

WHEREAS, the Santa Cruz County Regional Transportation Commission and the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) are the eligible recipients of CTSGP funds in Santa Cruz County; and

WHEREAS, Santa Cruz METRO requests that the Santa Cruz County Regional Transportation Commission designate its allocation of FY2016 CTSGP funds to Santa Cruz METRO; and

WHEREAS, Santa Cruz METRO proposes to use the region's entire allocation of FY2016 CTSGP funds for security enhancement projects that are consistent with the Regional Transportation Plan and in conformance with the CTSGP Guidelines; and

WHEREAS, Santa Cruz METRO recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

# Attachment A

WHEREAS, applications to the California Governor's Office of Emergency Services (Cal OES) for FY2016 CTSGP funds must be approved by and submitted through the RTPA; therefore,

BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION THAT:

1. The FY2016 allocation of Santa Cruz County's formula share of Proposition 1B California Transit Security Grant Program funds for Grant #6861-0002 are hereby programmed to Santa Cruz METRO for projects that increase protection from security or safety threats against public transit riders, stations, facilities and equipment;
2. The Executive Director is authorized to submit an application for FY2016 CTSGP funds to the Cal OES on behalf of Santa Cruz METRO;
3. The Executive Director is hereby authorized to execute on behalf of the Santa Cruz County Regional Transportation Commission any actions and agreements necessary for the purpose of obtaining financial assistance for Santa Cruz METRO as provided by the Cal OES from the FY2016 CTSGP funds.

AYES: COMMISSIONERS Lane, Friend, Leopold, McPherson, Coonerty, Caput, Johnson, Norton, Dutra, Bottorff, Chase Cervantez

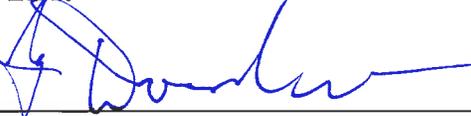
NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

ABSENT: COMMISSIONERS

  
\_\_\_\_\_  
Don Lane, Chair

ATTEST:

  
\_\_\_\_\_  
George Dondero, Secretary

Distribution: Cal-OES; Thomas Hiltner, SCMTD; RTC Programming

# Attachment B



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.

On the Motion of Director:

Duly Seconded by Director:

The Following Resolution is Adopted:

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING AN APPLICATION TO THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY'S FY16 CALIFORNIA TRANSIT SYSTEM GRANT PROGRAM**

**WHEREAS**, California voters approved Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act in November 2006; and

**WHEREAS**, Proposition 1B and its implementing legislation in Senate Bill 88 created the California Transit Security Grant Program (CTSGP) within the Transit System Safety, Security & Disaster Response Account to be funded with \$600 million from the sale of bonds; and

**WHEREAS**, the State Controller's Office is authorized under Sections 8879.55 and 8879.56 of the Government Code to allocate CTSGP funds to eligible Regional Transportation Planning Agencies and Public Transit Operators; and

**WHEREAS**, in accordance with Sections 99313 and 99314 of the Public Utilities Code, the Santa Cruz County Regional Transportation Commission and the Santa Cruz Metropolitan Transit District are eligible recipients of CTSGP funds; and

**WHEREAS**, CTSGP funds are allocated to eligible agencies for projects to increase protection from security and safety threats against public transit stations, facilities and equipment; and

**WHEREAS**, the Santa Cruz Metropolitan Transit District requests that the Santa Cruz County Regional Transportation Commission designate its allocation of CTGSP funds for the Santa Cruz Metropolitan Transit District's transit security projects; and

**WHEREAS**, the Santa Cruz Metropolitan Transit District proposes to use CTSGP funds allocated in FY16 Proposition 1B Grant #6861-0002 for transit security projects in conformance with the CTSGP Guidelines.

# Attachment B

Resolution No. \_\_\_\_\_  
Page 2

**NOW, THEREFORE, BE IT RESOLVED**, that the CEO/General Manager of the Santa Cruz Metropolitan Transit District is designated as the Authorized Agent to submit applications, Certifications and Assurances and execute for and on behalf of the Santa Cruz Metropolitan Transit District any and all agreement necessary to obtain financial assistance provided to Santa Cruz County by the California Governor's Office of Emergency Services through the FY16 CTS GP Program.

**PASSED AND ADOPTED** this 26<sup>th</sup> Day of August 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:

Mike Rotkin, Chair

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Attest:

Alex Clifford, CEO/General Manager

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Approved as to form:

Leslyn K. Syren, District Counsel

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# Attachment C

## Authorized Agent Signature Authority

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AS THE Chair, Board of Directors  
(Chief Executive Officer / Director / President / Secretary)

OF THE Santa Cruz Metropolitan Transit District  
(Name of State Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named state organization, any actions necessary for the purpose of obtaining state financial assistance provided by the California Governor's Office of Emergency Services.

Alex Clifford, CEO/General Manager, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_  
(Name or Title of Authorized Agent)

Signed and approved this 26th day of August, 20 16

\_\_\_\_\_  
(Mike Rotkin, METRO Board Chair)

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Barrow Emerson, Planning and Development Manager  
**SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A ONE YEAR EXTENSION AMENDMENT TO THE CONTRACT FOR TRANSIT SERVICES WITH THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ (UCSC) BEGINNING SEPTEMBER 1, 2016**

**I. RECOMMENDED ACTION**

**That the Board of Directors authorize the CEO to execute a one-year Extension Amendment to the contract for Transit Services with the University of California, Santa Cruz, (UCSC) beginning September 1, 2016:**

**A) Establishing a one-year cost for all scheduled METRO services at \$4,058,000; and,**

**B) Increasing the bus hourly rate to \$140 for supplemental services.**

**II. SUMMARY**

- Santa Cruz Metropolitan Transit District (METRO) entered into a written Contract for Transit Services with the University of California, Santa Cruz (UCSC) on September 1, 2010.
- METRO and UCSC also executed an Extension Amendment that began on September 1, 2015, and will terminate on August 31, 2016.
- METRO and UCSC would like to extend this Contract by an additional one year as detailed in the Proposed Extension Amendment (Attachment A).

**III. DISCUSSION/BACKGROUND**

METRO and UCSC entered into formal agreements for transit services in the mid 1990's. A restructured Contract for Transit Services became effective on September 1, 2010 and has been extended for various terms since. The most recent Extension Amendment between METRO and UCSC began on September 1, 2015 and terminates on August 31, 2016.

At this time METRO and UCSC would like to execute an Extension Amendment (Attachment A), establishing a one-year cost for all scheduled METRO services to UCSC and setting a new bus hourly rate as set forth in the attached Extension Amendment for the period of September 1, 2016 through August 31, 2017.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

It is currently forecast that UCSC will pay METRO \$3.7 million for services during FY16. UCSC has committed to increase this level of funding by \$358,000 to a total of \$4,058,000 for the one-year term of the Extension Amendment.

As set forth in this Extension Amendment, the Bus Hourly Rate will increase from \$116.66 to \$140.00 (80% of METRO total hourly operating cost) for the costing of any additional supplemental services from September 1, 2016 through August 31, 2017.

#### **V. ALTERNATIVES CONSIDERED**

An alternative option would be to not extend the Contract, which terminates on August 31, 2016. This is not recommended by staff as METRO receives significant revenue for these contracted transit services.

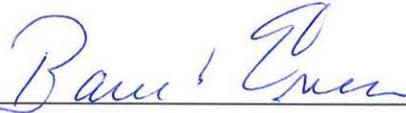
#### **VI. ATTACHMENTS**

**Attachment A:** Extension Amendment to the Contract for Transit Services with Regents of the University of California Santa Cruz

Prepared by: Barrow Emerson, Planning and Development Manager

**VII. APPROVALS:**

Barrow Emerson,  
Manger of Planning and Development



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Approved as to form:  
Leslyn K. Syren, District Counsel



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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

### EXTENSION AMENDMENT TO THE CONTRACT FOR TRANSIT SERVICES WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA SANTA CRUZ

This Extension Amendment to the Contract for Transit Services is made effective September 1, 2016 between the Santa Cruz metropolitan Transit District, a political subdivision of the State of California, ("Santa Cruz METRO"), and the Regents of the University of California, on behalf of the University of California Santa Cruz, ("University").

#### I. RECITALS

- 1.01 Whereas Santa Cruz METRO provides public transportation services throughout the County of Santa Cruz according to published schedules;
- 1.02 Whereas, Santa Cruz METRO desires to provide transportation for students, faculty and staff of the University, to and from the University and throughout the County of Santa Cruz;
- 1.03 Whereas, University desires that students, faculty and staff utilize the transit service to the maximum extent possible at an affordable rate;
- 1.04 Whereas Santa Cruz METRO and University entered into a Contract for Transit Services, hereinafter "Contract" effective September 1, 2015 for a one-year initial term; and
- 1.05 Whereas, Paragraph 5.01 of the Contract allows the parties to renew the contract by the parties executing extensions to the Contract;

Now therefore, Santa Cruz METRO and University amend specific sections of the Contract by deleting the current language and implementing the language set forth below:

#### II. SCOPE OF AGREEMENT

There are no changes to the Contract for this section.

#### III. COMPENSATION

- 3.01 University shall pay Santa Cruz METRO a payment of \$4,058,000 for the period of September 1, 2016 through August 31, 2017.
- 3.02 Santa Cruz METRO shall bill the University on a monthly basis for \$338,166.67, equivalent to one twelfth of the payment noted in Paragraph 3.01.

# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

### IV. SUPPLEMENTAL SERVICES

4.01 At the request of the University, Santa Cruz METRO shall consider the operation of supplemental services, which are defined as transit services that are not currently in regular operation or provided for in the Santa Cruz METRO budget. These Supplemental Services shall only be provided on a Route Guarantee Basis with the costs paid for by the University and are limited to the following Routes:

#### A. 16S

4.02 Santa Cruz METRO shall provide an invoice to the University for the supplemental services requested. Reimbursement for these services shall be based on the rates set forth in Paragraph 4.03 of providing the service less all farebox revenues collected on the supplemental services.

4.03 Santa Cruz METRO shall bill the University on a monthly basis for the supplemental services provided at the following rates:

#### A. Bus Hourly Rate

- i. The Bus Hourly Rate shall be billed at the rate of \$140/hour.
- ii. The Bus Hourly Rate shall be billed to the University for every service hour that is provided for the supplemental service trips.

### V. TERM AND TERMINATION

5.01 This Extension Amendment to the Contract shall be for one (1) year, commencing on September 1, 2016, and shall continue through August 31, 2017. This contract may be renewed for succeeding terms by the parties executing extensions to this contract.

### VI. NOTICES

6.01 The addresses where notices shall be sent are as follows:

#### UNIVERSITY

Larry Pageler  
Director, Transportation and Parking Services  
University of California  
MS: TAPS Carriage House  
1156 High Street  
Santa Cruz, CA 95064

# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

And

Darin Matthews  
Director, Procurement Services  
University of California  
MS: Procurement Services  
1156 High Street  
Santa Cruz, CA 95064

Santa Cruz METRO:

Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060  
Attention: CEO/General Manager

### VII. MISCELLANEOUS PROVISIONS

- 7.01 Each party has full power and authority to enter into and perform this contract and the persons signing this agreement on behalf of each party has been properly authorized to enter into it. Each party further acknowledges that it has read this contract, understands it, and agrees to be bound by it.
- 7.02 All other terms and conditions of the Contract shall remain the same and each party further agrees to be bound by those terms and conditions during the Extension period.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

SANTA CRUZ METROPOLITAN  
TRANSIT DISTRICT

REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

BY: \_\_\_\_\_  
Alex Clifford  
CEO/General Manager

BY:   
Darin Matthews  
Director, Procurement Services

Approved as to form:

Approved as to form:

  
Leslyn K. Syren  
District Counsel

Not Applicable  
Counsel to University of California, Santa Cruz

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT: CONSIDERATION OF APPROVAL OF AUDIT ENGAGEMENT LETTER WITH BROWN ARMSTRONG ACCOUNTANCY CORPORATION FOR FINANCIAL AUDIT AND TAX SERVICES FOR THE FISCAL YEAR ENDED JUNE 30, 2016**

## **I. RECOMMENDED ACTION**

**That the Board of Directors approve and sign the audit engagement letter with Brown Armstrong Accountancy Corporation for financial audit and tax services for the fiscal year ended June 30, 2016.**

## **II. SUMMARY**

- Attached for review and approval is Brown Armstrong Accountancy Corporation's Audit Engagement Letter (Attachment A) for the fiscal year ended June 30, 2016.
- The Audit Engagement Letter states the terms and conditions of the engagement, principally addressing the scope of the engagement and the terms of compensation for Brown Armstrong Accountancy Corporation.
- The Audit Engagement Letter also defines the legal relationship between Santa Cruz METRO and Brown Armstrong Accountancy Corporation and provides a detailed description of the services that will be provided through the audit process.

## **III. DISCUSSION/BACKGROUND**

State law requires that Santa Cruz METRO undergo an audit of their financial statements on an annual basis. The statements are to be prepared and presented in conformity with accounting principles generally accepted in the United States of America and must be audited in accordance with auditing standards generally accepted in the United States of America by a firm of Certified Public Accountants licensed to practice in the State of California. The standards for financial audits are contained in Government Auditing Standards, issued by the Comptroller General of the United States, the Single Audit Act Amendments of 1996, and the provisions of OMB Circular A-133 ("Audits of State, Local Governments, and Non-Profit Organizations"). Additional requirements include a separate audit report to indicate Santa Cruz METRO's compliance, as outlined by Section 6667 of the California Administrative Code, with the Transportation Development Act (TDA), including Public Utility Code

Section 99245; and compliance with all statutes related to the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funding held and received during the year.

On April 12, 2013 Santa Cruz METRO awarded a three-year contract with two one-year options to Brown Armstrong Accountancy Corporation in an amount not to exceed \$116,250 for Financial Audit and Tax services for fiscal year 2013-2015.

On March 16, 2016, upon mutual written consent, METRO amended the contract to extend the term from May 1, 2013 to April 30, 2017, and increased the contract not-to-exceed amount from \$116,250 to \$157,000. The all-inclusive maximum price for FY16 is \$40,750.

The audit engagement letter must be signed by management and the Board of Directors. Prior to the fiscal year 2014 audit, the audit engagement letter required only management's approval.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

The required funding in the amount of \$40,750 is included in the FY17 current fiscal year's Finance department operating budget within the Accounting / Audit Fees (503011) budget account.

#### **V. ALTERNATIVES CONSIDERED**

- It is recommended that the Board approve and execute (sign) the attached Audit Engagement Letter to continue to receive Federal, State and Local grant awards and funding, including Federal Transit Administration (FTA) capital funds and annual Transportation Development Act (TDA) allocations.
- This amendment exercises one of the two one-year options; therefore an alternative is not suggested at this time. One one-year option remains on the contract.

#### **VI. ATTACHMENTS**

**Attachment A:** Brown Armstrong – Audit Engagement Letter

Prepared By: Debbie Kinslow, Assistant Finance Manager

**VII. APPROVALS:**

Angela Aitken, Finance Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



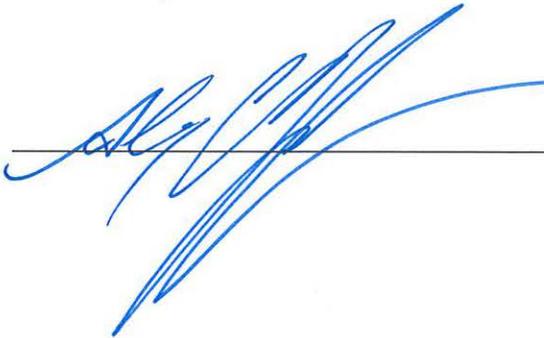
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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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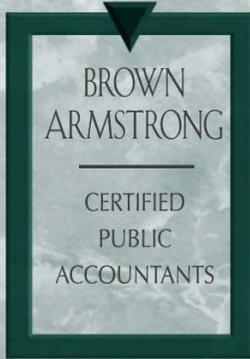
Alex Clifford, CEO/General Manager



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# Attachment A



BROWN ARMSTRONG  
*Certified Public Accountants*

July 18, 2016

To the Board of Directors and  
Alex Clifford, CEO/General Manager  
Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, California 95060-2130

Dear Board of Directors and Mr. Clifford:

We are pleased to confirm our understanding of the services we are to provide Santa Cruz Metropolitan Transit District (Santa Cruz METRO) for the year ended June 30, 2016. We will audit the financial statements of the business-type activities, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Santa Cruz METRO as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Santa Cruz METRO's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Santa Cruz METRO's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Funding Progress – Defined Benefit Pension Plan
- 3) Schedule of Funding Progress – Other Postemployment Benefits
- 4) Schedule of Proportionate Share of Net Pension Liability
- 5) Schedule of Changes in Net Pension Liability and Related Ratios, if applicable
- 6) Schedule of Contributions
- 7) Schedule of Funding Progress (GASB Statement No. 68)

We have also been engaged to report on supplementary information other than RSI that accompanies Santa Cruz METRO's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements

**BAKERSFIELD OFFICE  
(MAIN OFFICE)**

4200 TRUXTUN AVENUE  
SUITE 300  
BAKERSFIELD, CA 93309  
TEL 661.324.4971  
FAX 661.324.4997  
EMAIL [info@bacpas.com](mailto:info@bacpas.com)

**FRESNO OFFICE**

7673 N. INGRAM AVENUE  
SUITE 101  
FRESNO, CA 93711  
TEL 559.476.3592  
FAX 559.476.3593

**PASADENA OFFICE**

260 S. LOS ROBLES AVENUE  
SUITE 310  
PASADENA, CA 91101  
TEL 626.204.6542  
FAX 626.204.6547

**STOCKTON OFFICE**

5250 CLAREMONT AVENUE  
SUITE 150  
STOCKTON, CA 95207  
TEL 209.451.4833

# Attachment A

To the Board of Directors and  
Alex Clifford, CEO/General Manager  
Santa Cruz Metropolitan Transit District  
July 18, 2016  
Page Two

themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Statement of Operating Expenses

Also, we will perform the following additional services as specified by our audit engagement with Santa Cruz METRO for the fiscal year ended June 30, 2016:

- 1) Single Audit Compliance report in accordance with Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

## **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Santa Cruz METRO's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Santa Cruz METRO's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions

# Attachment A

To the Board of Directors and  
Alex Clifford, CEO/General Manager  
Santa Cruz Metropolitan Transit District  
July 18, 2016  
Page Three

of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit.

Our reports will be addressed to Board of Directors of Santa Cruz METRO. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Santa Cruz METRO or to acts by management or employees acting on behalf of Santa Cruz METRO. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial

# Attachment A

To the Board of Directors and  
Alex Clifford, CEO/General Manager  
Santa Cruz Metropolitan Transit District  
July 18, 2016  
Page Four

statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by auditing standards generally accepted in the United States of America.

## **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of Santa Cruz METRO and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

## **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Santa Cruz METRO's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Santa Cruz METRO's major programs. The purpose of these procedures will be to express an opinion on Santa Cruz METRO's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

# Attachment A

To the Board of Directors and  
Alex Clifford, CEO/General Manager  
Santa Cruz Metropolitan Transit District  
July 18, 2016  
Page Five

## **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Santa Cruz METRO in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

## **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within Santa Cruz METRO from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Santa Cruz METRO involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting Santa Cruz METRO received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that Santa Cruz METRO complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is

# Attachment A

To the Board of Directors and  
Alex Clifford, CEO/General Manager  
Santa Cruz Metropolitan Transit District  
July 18, 2016  
Page Six

management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting principles generally accepted in the United States of America; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

**13-16A.6**

# Attachment A

To the Board of Directors and  
Alex Clifford, CEO/General Manager  
Santa Cruz Metropolitan Transit District  
July 18, 2016  
Page Seven

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to Santa Cruz METRO; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Brown Armstrong Accountancy Corporation and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Department of Transportation or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If

# Attachment A

To the Board of Directors and  
Alex Clifford, CEO/General Manager  
Santa Cruz Metropolitan Transit District  
July 18, 2016  
Page Eight

requested, access to such audit documentation will be provided under the supervision of Brown Armstrong Accountancy Corporation personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Department of Transportation or its designee. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 8, 2016, and to issue our reports no later than December 31, 2016. Ryan L. Nielsen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$39,750. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

All disputes under this agreement shall be submitted to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representative be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. In the event that the dispute is required to be litigated, the court shall be authorized to assess litigation costs against any party found not to have participated in the mediation process in good faith.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Our most recent peer review report accompanies this letter.

# Attachment A

To the Board of Directors and  
Alex Clifford, CEO/General Manager  
Santa Cruz Metropolitan Transit District  
July 18, 2016  
Page Nine

We appreciate the opportunity to be of service to Santa Cruz METRO and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

BROWN ARMSTRONG  
ACCOUNTANCY CORPORATION



By: Ryan L. Nielsen

RLN:bsm:rnp

Enclosure

Pfx...74043\6\30\16 Audit\PSR-02-1\ALG-CL-1\_2 Audit Engagement Letter-Single Audit-Draft

## RESPONSE:

This letter correctly sets forth the understanding of Santa Cruz METRO.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Attachment A

## System Review Report

To the Shareholders of  
Brown Armstrong Accountancy Corporation  
and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of Brown Armstrong Accountancy Corporation (the firm) applicable to non SEC issuers in effect for the year ended October 31, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based upon our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Brown Armstrong Accountancy Corporation applicable to non SEC issuers in effect for the year ended October 31, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Brown Armstrong Accountancy Corporation has received a peer review rating of *pass*.

  
WEAVER AND TIDWELL, L.L.P.

Dallas, Texas  
February 8, 2013



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT: CONSIDERATION OF RESOLUTION APPROVING THE FY17 REVISED  
CAPITAL BUDGET**

**I. RECOMMENDED ACTION**

**That the Board of Directors adopt a resolution approving the FY17 Revised Capital Budget, as presented in Attachment B**

**II. SUMMARY**

- The Board of Directors adopted the FY17 Capital Budget on June 24, 2016.
- Periodic capital budget revisions may be required due to new grant awards, new projects, changes to the scope of existing projects, spending, and removal of projects that are no longer needed.
- Revisions to an adopted capital budget require Board approval and the adoption of a resolution.

**III. DISCUSSION/BACKGROUND**

The Board of Directors must adopt an Operating and Capital Budget by June 30<sup>th</sup> each year. The Board adopted the FY17 & FY18 Operating and FY17 Capital Budget on June 24, 2016.

This will be the first revision to the FY17 Capital Budget since it was adopted.

Staff requests that the Board adopt a resolution (Attachment A) to approve the FY17 Revised Capital Budget (Attachment B)

A Reconciliation by Project as of August 26, 2016 (Attachment C) is provided; this reconciles the (current) FY17 Revised Capital Budget against the (original) Final FY17 Capital Budget adopted on June 24, 2016.

This revision adds one (1) capital project.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

The original FY17 Capital Budget adopted June 24, 2016 totals \$5,195,832.

- Revision 1 – August 26, 2016 – this revision adds one (1) capital project; Ticket Vending Machine Cash Devices and Components funded with Cash Reserves (\$15,000). This revision is a net increase of \$15,000, for a FY17 Revised Capital Budget balance of \$5,210,832.

The Reconciliation by Project as of August 26, 2016 (Attachment C) lists the detail of all changes by project since adoption on June 24, 2016, and includes an explanation for the action. The year to date change is a net increase of \$15,000.

## V. ALTERNATIVES CONSIDERED

- There are no recommended alternatives at this time. If the revised budget is not approved, important capital improvements and capital projects may be delayed or cancelled.

## VI. ATTACHMENTS

- Attachment A:** FY17 Capital Budget Resolution
- Attachment B:** FY17 Revised Capital Budget as of August 26, 2016
- Attachment C:** FY17 Revised Capital Budget – Reconciliation by Project as of August 26, 2016

Prepared By: Debbie Kinslow, Assistant Finance Manager

**VII. APPROVALS:**

Angela Aitken, Finance Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



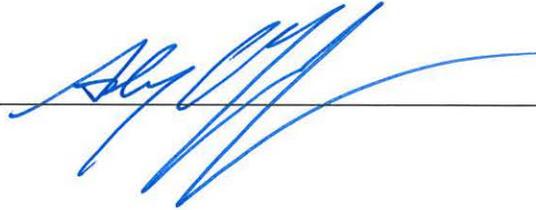
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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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# Attachment A



## BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. \_\_\_\_\_  
On the Motion of Director \_\_\_\_\_  
Duly Seconded by Director \_\_\_\_\_  
The following Resolution is adopted:

### **A RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING A REVISION TO THE FY17 CAPITAL BUDGET**

**WHEREAS**, the Board of Directors approved the FY17 Capital Budget on June 24, 2016; and it is necessary to revise the adopted FY17 Capital Budget of the Santa Cruz Metropolitan Transit District to provide for revisions in the capital budget.

**NOW, THEREFORE, BE IT RESOLVED**, the FY17 Capital Budget is hereby amended per Attachment B to this resolution.

**PASSED AND ADOPTED** this 26th day of August 2016, by the following vote:

AYES: Directors -

NOES: Directors -

ABSENT: Directors -

ABSTAIN: Directors -

Approved \_\_\_\_\_  
MIKE ROTKIN  
Board Chair

**ATTEST** \_\_\_\_\_  
ALEX CLIFFORD,  
CEO/General Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LESLYN SYREN  
District Counsel

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 FY17 (REVISED) CAPITAL BUDGET  
 AS OF AUGUST 26, 2016

PROJECT/ACTIVITY	RESTRICTED FEDERAL FUNDS	RESTRICTED - SAKATALAW SUIT PROCEEDS	RESTRICTED - PTMISEA (1B) PTMISEA (1B)	RESTRICTED - PTMISEA (1B) - PACIFIC STATION PLACEHOLDER	RESTRICTED - CAL-OES PROP 1B - TRANSIT SECURITY	RESTRICTED - STIP	RESTRICTED - CAPITAL STA	UNRESTRICTED FY17 STA (1/15)	CASH RESERVES	TOTAL
Estimated Cash Balance on Hand (if applicable)	N/A	\$ 460,000	\$ 2,500,000	\$ 5,949,126	\$ 1,090,000	N/A	\$ 45,000	\$ -	\$ -	\$ 10,044,126
Amount Available if not Cash on Hand	\$ 1,036,040					\$ 247,950		\$ 370,000	\$ -	\$ 1,653,990
<b>Construction Related Projects</b>										
1 Metrolink Project - Judy K.Souza - Operations Bldg.	\$ -	\$ 460,000	\$ 1,420,000	\$ 545,000	\$ 445,000	\$ -	\$ -	\$ -	\$ -	\$ 2,870,000
2 Transit Security Projects	\$ 168,822				\$ 630,000					\$ 630,000
3 Pacific Station/Metro Center - Conceptual Design / MOU	\$ 168,822	\$ 460,000	\$ 1,420,000	\$ 545,000	\$ 1,075,000	\$ -	\$ -	\$ 42,205	\$ -	\$ 2,11,027
Subtotal										\$ 3,711,027
<b>IT Projects</b>										
4 HR Software Upgrade (cont.)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000
Subtotal							\$ 18,000	\$ -	\$ -	\$ 18,000
<b>Facilities Repair &amp; Improvements</b>										
5 Repaint Watsonville Transit Center (FTA 5339)	\$ 85,632						\$ 21,408			\$ 107,040
6 Reseal, Resurface Parking Lots (FTA 5339)	\$ 60,000							\$ 15,000		\$ 75,000
7 Maintenance Bldg. Structural Upgrade	\$ 12,000						\$ 3,000			\$ 15,000
8 Repair Roof at Pacific Station (FTA 5339)	\$ 7,638							\$ 1,910		\$ 9,548
9 Relocate Mechanics Sink-Golf Club (FTA 5339)-ON HOLD	\$ 6,400							\$ 1,600		\$ 8,000
10 Upgrade Exhaust Evac.-Golf Club (FTA 5339)-ON HOLD	\$ 171,670						\$ 24,408	\$ 48,510		\$ 244,588
Subtotal										\$ 335,736
<b>Revenue Vehicle Replacement &amp; Campaigns</b>										
11 Paracruz Van Replacements (2 - 2 purch in FY16)	\$ 189,666					\$ 247,950				\$ 237,082
12 Mid-Life Bus Engine Overhaul (6) (FTA 5339)-ON HOLD	\$ 162,539							\$ 40,635		\$ 203,174
13 Bus Repair Campaign (56) (FTA 5339)-ON HOLD	\$ 50,400							\$ 12,600		\$ 63,000
14 FTA Section 5310-(1 Paratransit Vehicle TBD)	\$ 402,605					\$ 247,950		\$ 188,437		\$ 838,992
Subtotal										\$ 213,779
<b>Non-Revenue Vehicle Replacement</b>										
15 Replace T1 Non-Revenue Vehicles (FTA 5339)-ON HOLD	\$ 171,023							\$ 42,756		\$ 94,148
16 Replace High Lift Bucket Truck (FTA 5339)-ON HOLD	\$ 75,318							\$ 18,830		\$ 58,253
17 Propane Fueled Tow Motor (FTA 5339)-ON HOLD	\$ 46,602							\$ 11,651		\$ 366,180
Subtotal								\$ 73,237		\$ -
<b>Fleet &amp; Maint Equipment</b>										
18 None at this time	\$ -									\$ -
Subtotal										\$ -
<b>Office Equipment</b>										
19 None at this time	\$ -									\$ -
Subtotal										\$ -
<b>Misc.</b>										
20 Ticket Vending Machine-SLV-Installation Costs								\$ 17,045		\$ 17,045
21 Ticket Vending Machine-Cash Devices & Components								\$ -	\$ 15,000	\$ 15,000
Subtotal								\$ 17,045	\$ 15,000	\$ 32,045
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 1,036,040</b>	<b>\$ 460,000</b>	<b>\$ 1,420,000</b>	<b>\$ 545,000</b>	<b>\$ 1,075,000</b>	<b>\$ 247,950</b>	<b>\$ 42,408</b>	<b>\$ 389,434</b>	<b>\$ 15,000</b>	<b>\$ 5,210,832</b>

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
 FY17 (REVISED) CAPITAL BUDGET  
 AS OF AUGUST 26, 2016

PROJECT/ACTIVITY	RESTRICTED FEDERAL FUNDS	RESTRICTED - SAKATA/LAW SUIT PROCEEDS	RESTRICTED - PTMISEA (1B) - PACIFIC STATION PLACEHOLDER	RESTRICTED - CAL-OES PROP 1B - TRANSIT SECURITY	RESTRICTED - STIP	RESTRICTED - CAPITAL STA	UNRESTRICTED FY17 STA (1/5)	CASH RESERVES	TOTAL
<b>CAPITAL PROGRAM FUNDING</b>									
<b>Federal Sources of Funds:</b>									
Federal Grants (FTA)	\$ 1,036,040								\$ 1,036,040
Sakata / Lawsuit Proceeds		\$ 460,000							\$ 460,000
<b>State Sources of Funds:</b>									
PTMISEA (1B)			\$ 1,420,000	\$ 545,000					\$ 1,965,000
Cal-OES Prop 1B Transit Security Grant Funds (CTSGP)				\$ 1,075,000					\$ 1,075,000
Statewide Transportation Improvement Program (STIP)					\$ 247,950				\$ 247,950
Capital Restricted - State Transit Assistance (STA)						\$ 42,408			\$ 42,408
State Transit Assistance (STA) - (1/5 of FY17 Allocation)							\$ 369,434		\$ 369,434
<b>Local Sources of Funds:</b>									
Operating and Capital Reserve Fund								\$ 15,000	\$ 15,000
<b>TOTAL CAPITAL FUNDING BY FUNDING SOURCE</b>	<b>\$ 1,036,040</b>	<b>\$ 460,000</b>	<b>\$ 1,420,000</b>	<b>\$ 1,075,000</b>	<b>\$ 247,950</b>	<b>\$ 42,408</b>	<b>\$ 369,434</b>	<b>\$ 15,000</b>	<b>\$ 5,210,832</b>
Restricted Funds	\$ 1,036,040	\$ 460,000	\$ 1,420,000	\$ 1,075,000	\$ 247,950	\$ 42,408			\$ 4,826,398
Unrestricted Funds							\$ 369,434	\$ 15,000	\$ 384,434
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 1,036,040</b>	<b>\$ 460,000</b>	<b>\$ 1,420,000</b>	<b>\$ 1,075,000</b>	<b>\$ 247,950</b>	<b>\$ 42,408</b>	<b>\$ 369,434</b>	<b>\$ 15,000</b>	<b>\$ 5,210,832</b>
* All FTA 5339 funded projects are currently on hold - with the exception of four (4) projects with pre-award authority.									

**FY17 CAPITAL BUDGET  
RECONCILIATION BY PROJECT  
AS OF AUGUST 26, 2016-1ST REVISION**

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**FY17 FINAL CAPITAL BUDGET ADOPTED JUNE 24, 2016:** **\$ 5,195,832**

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CAPITAL PROJECT	SOURCE	AMOUNT	TOTAL
<b>Add:</b> Ticket Vending Machine - Cash Devices & Components	RESERVES	\$ 15,000	

**Reason:** Purchasing these components will allow Maintenance and Security to do a once a month maintenance on the TVM machines and pull the monetary components for Finance to do the financial balancing and deposits of monthly revenue from the TVM machines.

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Cal-OES	\$	-
FTA	\$	-
LCTOP	\$	-
STA	\$	-
STIP	\$	-
RESERVES	\$	15,000

**TOTAL CAPITAL BUDGET REVISIONS 8/26/16:** **\$ 15,000**

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**FY17 REVISED CAPITAL BUDGET AS OF AUGUST 26, 2016:** **\$ 5,210,832**

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT: CONSIDERATION OF DECLARING FIVE (5) NEW FLYER BUSES, ONE (1) 2001 CHEVROLET VENTURE ACTIVAN, AND AN UNDERGROUND TANK AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION**

## **I. RECOMMENDED ACTION**

**That the Board of Directors approve a resolution declaring five New Flyer buses, one van, and an underground tank as ready for disposal or auction and direct the CEO to dispose of the surplus items in conformance with METRO's Administrative Policy Number AP-2020 - Fixed Assets and Inventoried Items.**

## **II. SUMMARY**

- In accordance with Santa Cruz Metropolitan Transit District's (METRO) policy on disposal of fixed assets, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- The five (5) New Flyer buses, the Chevy Van, and the underground tank have all exceeded their useful life and are no longer needed by METRO.
- Staff recommends that the Board of Directors approve the resolution for the disposal or auction of excess property (Attachment A) and declare the items listed in Exhibit A as excess and direct staff to use appropriate action for disposal.

## **III. DISCUSSION/BACKGROUND**

The following equipment identified in the Excess Vehicle & Equipment Listing (Exhibit A) has surpassed its useful life expectancy.

- The buses range from 14 to 18 years old, with significant defects that are not cost effective to repair, coupled with CNG tanks that expire at the end of this year. The costs to repair the buses outweigh their value; therefore, the vehicles are recommended for disposal. The buses are fully depreciated, so there is no financial obligation to a granting agency with regard to the recommended disposals.
- The Chevrolet Venture Activan has an estimated useful life of five years; it is now 15 years old and has far exceeded its useful life.

- The Underground Tank was used for storing waste oil at the former Maintenance Facility. It was removed during construction of the new building at 138 Golf Club. This particular asset was overlooked during the mass disposal of assets associated with the former Maintenance building. The new waste oil tanks are double-contained and are above ground.

FTA Spare Ratio: The FTA requires METRO to maintain a maximum allowed ratio of twenty percent (20%) Fixed Route spare buses to peak run assigned buses. The exceptions are the Highway 17 buses which are considered “Commuter type” and not subject to the 20% spare ratio. For example, if 100 buses are assigned to fixed route at peak runs, the maximum amount of spare buses would be 20 buses, for a total of 120 buses.

In March of 2016 METRO achieved a 20% Spare Ratio, thereby meeting FTA’s Spare Ratio Requirement.

Disposal of these assets has been coordinated with management and staff in processing them for disposal and auction if appropriate.

Staff recommends that the Board of Directors approve a resolution (Attachment A) and declare the items listed in Exhibit A as excess and direct staff to use appropriate action for disposal.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

The combined estimated gross market value of the vehicles is approximately \$26,000; they have reached the end of their useful life and are in poor condition. The underground tank is fully depreciated, and was disposed accordingly by the contractor; so there is no financial impact as a result of these disposals.

Any revenue generated from the sale of these vehicles and equipment will be recorded as income in the current fiscal year’s operating budget to ‘Gain / Loss Disposal on Assets’ budget account 407090-100.

#### **V. ALTERNATIVES CONSIDERED**

- Store the vehicles - This alternative is not recommended because the buses have exceeded their useful life, and they are cost prohibitive to repair.
- The underground tank has already been disposed; this action is administrative in nature therefore, no alternative is recommended at this time.

**VI. ATTACHMENTS**

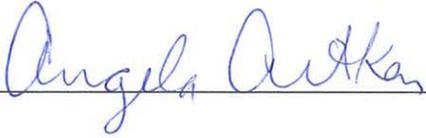
**Attachment A:** Resolution to Approve for the Disposal or Auction of Excess Property

**Exhibit A:** Excess Vehicle & Equipment Listing – as of August 26, 2016

Prepared By: Debbie Kinslow, Assistant Finance Manager  
Al Pierce, Maintenance Manager

**VII. APPROVALS:**

Angela Aitken, Finance Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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# Attachment A



## BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION TO APPROVE FOR THE DISPOSAL OR AUCTION OF EXCESS PROPERTY PURSUANT TO TITLE 49 OF THE CODE OF FEDERAL REGULATIONS, PART 24 (49CFR 24)**

**WHEREAS**, the Santa Cruz Metropolitan Transit District (METRO), receives federal financial assistance from the Federal Transit Administration (FTA) to acquire real property; and

**WHEREAS**, all real property, equipment and supplies, rolling stock, and facilities purchased or constructed for project purposes must be managed, used, and disposed of in accordance with applicable laws and regulations; and

**WHEREAS**, the FTA prescribes the method and delivers guidance to public transit operators to comply with grant management requirements in accordance with the regulations in *Title 49 Code of Federal Regulations, part 24 (49CFR 24)* and FTA Circular 5010.1D; and

**WHEREAS**, the fair market value of each property item is less than \$5,000; and

**WHEREAS**, METRO has determined that it is necessary to either dispose of the property, and/or to place the items up for auction;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, that it hereby resolves, determines and orders as follows:

1. The following real property assets are declared excess property on the Excess Vehicle & Equipment Listing as of 8/26/16, "Exhibit A" and may be disposed of or auctioned as such:
  - a. "Four (4) 1998 CNG New Flyer Buses, vehicle nos. 9803, 9809, 9814, and 9822";
  - b. "One (1) 2002 CNG New Flyer Bus, vehicle no. 2206";

# Attachment A

Resolution #: \_\_\_\_\_  
Page 2 of 3

- c. "One (1) 2001 Chevrolet Venture Activan"; and,
- d. "One (1) Underground Tank

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on August 26, 2016, by the following vote:

AYES: DIRECTORS –

NOES: DIRECTORS –

ABSENT: DIRECTORS –

ABSTAIN: DIRECTORS –

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MIKE ROTKIN  
Chairperson

ATTEST:

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ALEX CLIFFORD  
CEO/General Manager

APPROVED AS TO FORM:

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LESLYN K. SYREN  
District Counsel

# Attachment A

Resolution #: \_\_\_\_\_  
Page 3 of 3

## **EXHIBIT A, SANTA CRUZ METROPOLITAN TRANSIT DISTRICT RESOLUTION NO. \_\_\_\_\_**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
EXCESS VEHICLE & EQUIPMENT LISTING AS OF 8/26/16

(Attached)

# Exhibit A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT EXCESS VEHICLE & EQUIPMENT LISTING AS OF 8/26/16										
Vehicle or Asset Tag #	Description	Acquisition Date	Cost	Accumulated Depreciation	Net Book Value	Est. Market Value	Reason for Disposal	Condition	VIN / SN	License #
9803	1998 NEW FLYER-CNG	5/5/1998	\$ 282,732	\$ 282,732	\$ 0	\$ 4,900.00	END USEFUL LIFE	POOR	5FYD2SL08WU018346	E-1019704
9809	1998 NEW FLYER-CNG	4/21/1998	\$ 265,016	\$ 265,016	\$ 0	\$ 4,900.00	END USEFUL LIFE	POOR	5FYD2SL03WU018352	E-1019710
9814	1998 NEW FLYER-CNG	4/21/1998	\$ 285,865	\$ 285,865	\$ 0	\$ 4,900.00	END USEFUL LIFE	POOR	5FYD2SL02WU018357	E-1019715
9822	1998 NEW FLYER-CNG	7/20/1998	\$ 271,122	\$ 271,122	\$ 0	\$ 4,900.00	END USEFUL LIFE	POOR	5FYD2LL04WU018365	E-1011096
2206	2002 NEW FLYER-CNG	7/25/2002	\$ 358,011	\$ 358,011	\$ 0	\$ 4,900.00	END USEFUL LIFE	POOR	5FYC2LP022U024052	1139300
110	2001 CHEVROLET VENTURE ACTUVAN	3/9/2001	\$ 36,471	\$ 36,471	\$ 0	\$ 1,500.00	END USEFUL LIFE	POOR	1GNDX03E11D157428	E-1100004
0022	UNDERGROUND TANK	1/1/1995	\$ 51,250	\$ 51,250	\$ 0	-	END USEFUL LIFE	POOR	N/A	N/A



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT: CONSIDER RATIFICATION OF A 5-YEAR LEASE AGREEMENT WITH AHMED SABA, DBA METRO MARKET**

## **I. RECOMMENDED ACTION**

**That the Board of Directors ratify a 5-year lease agreement with Ahmed Saba, dba Metro Market, and authorize the CEO/General Manager to execute the lease.**

## **II. SUMMARY**

- On February 1, 2006, Walid and Winona Sub Laban, entered into a five-year lease with Santa Cruz METRO for the market and office space located at Pacific Station.
- Mr. and Mrs. Sub Laban sold their business to Mohamed Alsaïdi and Ahmed Saba in 2008, including a 5 year renewal of the lease in 2011.
- Prior to the expiration of the current lease on January 31, 2016, Mr. Saba expressed an interest in continuing the lease in his name alone.
- The tenant has been paying month-to-month as a hold over tenant since February 1, 2016.
- Mr. Saba presented a proposal to renew his lease term for a 5-year period, with one option to extend the term of the lease for an additional 5-year period.
- Staff recommends ratification of this new market rate 5-year lease, with one 5-year option.

## **III. DISCUSSION/BACKGROUND**

On February 1, 2006, Walid and Winona Sub Laban, entered into a five-year lease with Santa Cruz METRO for the market and office space located at Pacific Station. The lease had a five-year term, with an option to extend the term on all the provisions contained in the lease, for an additional five-year period.

Mr. and Mrs. Sub Laban sold their business to Mohamed Alsaïdi and Ahmed Saba in 2008. On December 12, 2008, a lease transfer was executed to transfer the Metro Market business from Mr. and Mrs. Sub Laban to Mohamed Alsaïdi and Ahmed Saba.

Prior to the expiration of the current lease on January 31, 2016, Mr. Saba expressed his interest in continuing to lease the Metro Market space, as well as an office and

storage area in the building. Mr. Saba submitted a proposal of his business model and his current financials.

Mr. Saba presented a proposal to lease the existing Metro Market for a 5-year term, with one option to extend the term of the lease for an additional 5-year period.

Santa Cruz METRO, with the help of an outside firm, performed a survey on “fair market value” for lease spaces within all of the transit centers. As the leases come up for renewal, this type of survey will be used prior to entering into a long term lease with the tenant. For the space that Metro Market occupies at Metro Center, the fair market values came in less than what they were currently paying.

Staff has negotiated the final terms of the lease agreement, which includes incorporating the “fair market value” of the leased space, charging back for utility costs based on square footage percentage of the Transit Center and/or actual billing costs, along with recapturing Santa Cruz METRO maintenance costs of the Transit Center through yearly Common Area Maintenance (CAM) fees.

Metro Market is a business that has been selling snack foods and beverages to customers for many years, and has been a popular tenant for Santa Cruz METRO customers and employees.

Staff recommends ratification of this market rate 5-year lease, with one 5-year option.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

The annual base rent for the first year of this lease will be approximately \$17,000. Additional Common Area Maintenance (CAM) fees are being calculated and will be charged yearly starting in the Fall of 2016, in accordance with the lease terms.

##### **I. ALTERNATIVES CONSIDERED**

An alternative would be to seek another tenant for this space. This is not recommended by staff as Santa Cruz METRO has been pleased with the performance of the current tenant.

#### **V. ATTACHMENTS**

**Attachment A:** Metro Market Transit Center Lease Agreement, includes Exhibits A through D

Prepared by: Angela Aitken, Finance Manager

**VI. APPROVALS:**

Angela Aitken, Finance Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



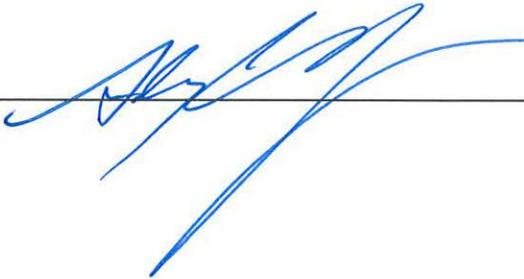
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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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**THIS LEASE** is made on June 1, 2016, between the **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, a political subdivision of the State of California ("Landlord"), whose address is 110 Vernon Street, Santa Cruz, California, 95060, and, **Ahmed Saba, dba METRO MARKET** ("Tenant"), whose address is 202 Buena Vista Drive, Freedom, CA 95019, who agrees as follows:

## **RECITALS**

This lease is made with reference to the following facts and objectives:

1. Landlord is the owner of certain real property commonly known as the Pacific Station, (hereinafter "Center") at 920 Pacific Avenue, Santa Cruz, California. Said real property includes, without limitation, "Premises" which consists generally of approximately 431 square feet of interior space in (Suite A) the building commonly known as Pacific Station, and 240 square feet of office space located on the second floor of the Center (Suite E).
2. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this lease.
3. Tenant wishes to lease the 431 square feet of interior space for the purposes of operating a convenience store selling pre-packaged food, groceries, beverages, tobacco products, and other miscellaneous sundry items (as outlined in Ex. B).

Tenant also wishes to lease the 240 square feet of office space located on the second floor of the premises for general office use and for storage of Metro Market supplies and non-perishable groceries.

4. Tenant has examined the Premises and is fully informed of their condition.

## **ARTICLE 1: PREMISES**

### **1.1 General**

Landlord leases to Tenant and Tenant leases from Landlord the real property located in the City of Santa Cruz, County of Santa Cruz, State of California, identified as the "Premises" above, in Exhibit A at the Center at 920 Pacific Ave., Santa Cruz, Ca 95060.

### **1.2 Airspace Rights**

This lease confers no rights either with regard to the subsurface of the land in which the Premises are located or with regard to airspace above the ceiling in which the Premises are located

## **ARTICLE 2: TERM**

### **2.1 Fixed Term**

The term shall commence on June 1, 2016 and shall expire at 12:01 a.m. on May 31, 2021, unless sooner terminated in accordance with the provisions herein.

### **2.2 Inability to Deliver Possession**

Landlord has delivered possession of the premises to Tenant and Tenant by his acceptance of the premises warrants that the premises are in good condition and meet Tenant's business needs.

### **2.3 Option to Extend Term**

Tenant shall have one (1) option to extend the term of its lease for an additional five (5) year period under the same terms and conditions specified herein provided Landlord receives written notification from

Tenant exercising said option not later than **ninety (90) days** prior to the expiration of the initial five (5) year term. Tenant shall have no other right to extend the term beyond the option to extend the term as described herein unless otherwise agreed by landlord.

#### **2.4 Tenant's Notice and Default**

- a. If Tenant fails to give Landlord an option notice, Tenant's rights under this Article 2 shall be deemed waived, and Landlord shall be free (without any further obligation to Tenant) to lease premises to anyone upon the same or any other terms and conditions and without any further obligation to Tenant, whether or not the terms and conditions of such lease are more or less favorable than those offered to Tenant.
- b. Tenant's extended term option shall be suspended during any period in which Tenant is in default under any provision of this Lease until said default has been cured. If Tenant fails to exercise its extension option in any instance when such rights may arise, Tenant's rights to the extension shall thereafter be deemed null and void and of no further force or effect. The period of time within which the extension option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise such rights because of the foregoing provisions. All rights of Tenant to the extension option shall terminate and be of no further force or effect even after Tenant's due and timely exercise thereof, if, after such exercise, but prior to the commencement date of the term of the extension option: (1) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of thirty (30) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); (2) Tenant fails to cure a material non-monetary default within thirty (30) days after Landlord gives written notice to Tenant of such default; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, the Tenant shall not be in default if it begins such cure within the thirty (30) day period described above and, thereafter, diligently prosecutes such cure to completion; or (3) Landlord gives to Tenant three (3) or more notices of default (and Tenant was in fact in default in such instances), whether or not such defaults are ultimately cured. Landlord's waiver of its right to terminate this Lease due to Tenant's default in any instance shall not be deemed a waiver of the foregoing conditions precedent and conditions subsequent to the exercise of the extension option.

#### **2.5 Extension Option Not Separately Assignable**

The extension options shall not be assignable separate and apart from this lease.

### **ARTICLE 3: RENT**

#### **3.1 Minimum Monthly Rent**

Tenant shall pay to Landlord as minimum monthly all inclusive rent, without deduction, setoff, prior notice, or demand, and including all utilities the sum of One Thousand, Six Hundred and Seven dollars (**\$1,607.00**), per month in advance on the first day of each month commencing on June 1, 2016. Minimum monthly rent for the first month or portion thereof shall be paid on the day that Tenant's obligation to pay minimum monthly rent commences. Minimum monthly rent for any partial month shall be prorated at the rate of 1/30th of the minimum monthly rent per day.

#### **3.2 Periodic Cost-of-Living Adjustment**

- a. The base monthly rent of \$1,396.00 included in the amount set forth in Section 3.1 shall be reviewed for adjustment at the commencement of the second year of the term and each year thereafter (the "adjustment date"), including, without limitation, at the commencement of, and for the duration of any extended term, as follows:

1. The base for computing the adjustment is the Consumer price Index for All Urban Consumers (base year 1982-84 = 100) for San Francisco-Oakland-San Jose published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the date of the commencement of the term ("Beginning Index") is to be used in determining the amount of the adjustment. If the Index has increased over the Beginning Index, the minimum monthly rent for the following year (until the next rent adjustment) shall be set by multiplying the minimum monthly rent set forth in Section 3.1 by a fraction, the numerator of which is the Current Index and the denominator of which is the Beginning Index. In no case shall the minimum monthly rent be less than a 2.5% increase over the current minimum monthly rent set forth in Section 3.1 and an increase shall be no greater than 4% of the current minimum monthly rent as provided in 3.1. On adjustment Landlord will notify tenant in writing of the minimum monthly rent as provided in this lease, stating the new base monthly rent.
2. If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result s would be obtained if the index had not been discontinued or revised.

### 3.3 Refund of Prepaid and Unearned Minimum Monthly Rent

If this lease terminates before the expiration date for reasons other than the Tenant's default, minimum monthly rent shall be prorated to the date of termination, and Landlord shall immediately repay to Tenant all minimum monthly rent then prepaid and unearned.

### 3.4 Due Dates and Delinquent Dates for Rent Payments

- a. Amounts due Landlord for minimum monthly rent (Section 3.1) late rent charges (Section 3.5), "increase in insurance due to use" (Section 5.2.1), "fire and other perils insurance" (Section 10.3), and other rent for which specific payment dates or periods are identified in this lease, are due and payable, without deduction, setoff, prior notice or demand, on the dates indicated herein, and are delinquent on the second business day thereafter. All rent payments for which no specific due dates are specified in this lease, including, without limitation, security deposit (Article 4), maintenance (Article 6), Utilities and Services (Article 9) and insurance (Article 10), are due and payable upon receipt of Landlord's invoice, and are delinquent eight (8) calendar days thereafter, if served personally, or ten (10) calendar days after the date of postmark, if sent by prepaid, first-class mail.
- b. A "business day" for purposes of this Article is any day on which the administrative office of the Santa Cruz Metropolitan Transit District is open for regular business.

### 3.5 Late Rent Charges

Rent not paid when due shall bear interest from the first day after it is due until paid at the rate of 10 per cent per annum. Tenant acknowledges that late payment by Tenant to Landlord of any rent shall cause Landlord to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any amount of rent due from Tenant is not received by Landlord when due, for any cause, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue rent as a late charge, in addition to the interest charge specified above. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to

the overdue amount, or prevent Landlord from exercising any of the rights and remedies available to Landlord.

**3.6 Taxes Paid by Tenant; Additional Rent**

- a. Tenant agrees to pay before delinquency all taxes, assessments, license fees, and other charges which at any time may be levied by the State of California, County of Santa Cruz, City of Santa Cruz (including, without limitation any promotional tax due), or any other tax or assessment, levied upon any interest in this lease or any possessory right which Tenant may have in or to be the Premises covered hereby or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on commodities, goods, merchandise, foods, beverages, fixtures, appliances, equipment and property owned by it in, on, or about said Premises. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. Amounts paid through Landlord for any aforementioned expense (including, without limitation, promotional tax) shall be considered additional rent for purposes of this lease.
- b. If this Lease expires prior to the determination of the amount of such taxes and assessments for the last year in which the Lease expiration occurs, Tenant shall nevertheless promptly pay such percentage following notice from Landlord appropriately prorated for the portion of the Lease term that falls within such last year.
- c. This lease may create a possessory interest subject to property taxation. Tenant is hereby notified that the lease may be subject to property taxes. (See California Revenue and Tax Code § 107.7)

**3.7 Payment for Permits**

Tenant shall be solely responsible to obtain and pay for use permits, necessary design review permits and building permits for any approved Tenant improvements.

**3.8 Negation of Partnership**

Landlord shall not become or be deemed a partner or a joint-venturer with Tenant by reason of the provisions of this lease.

**3.9 Payment of Rent**

All rent shall be paid in United States currency and shall be paid to Landlord at the address below.

Santa Cruz Metropolitan Transit District  
ATTN.: Finance Department  
110 Vernon Street  
Santa Cruz, CA 95060

**ARTICLE 4: SECURITY DEPOSIT**

Tenant has deposited with Landlord Two thousand thirty four dollars (**\$2,034**), as a security deposit for the performance by Tenant of the provisions of this lease upon execution of this lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damages sustained by Landlord resulting from Tenant's default including reasonable attorney's fees. Tenant shall within 10 days of demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Article so as to maintain the security deposit in the sum initially deposited with Landlord. Tenant's failure to do so shall be a material default under this Lease. If Tenant is not in default at the expiration or termination of this lease, Landlord shall return the security deposit to Tenant within thirty (30) days. Landlord's obligations with respect to the

security deposit are those of a debtor and not a trustee. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the security deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the security deposit.

**ARTICLE 5: USE; LIMITATIONS ON USE**

**5.1 Use**

- a. ~~Tenant shall use premises for a convenience store as set forth herein, and for no other use without Landlord's written consent. Said use (including, without limitation, limitations on use) is further described in Exhibit B attached hereto and made a part hereof.~~
- b. No other business shall be conducted on the Premises by Tenant except upon the prior written consent of the Landlord. Landlord shall not be a guarantor or otherwise liable to Tenant for Landlord's exercise of discretion in allowing any type of business to lease space at the Center or in consenting to a change of any other Tenant's business use located at the Center. Landlord shall not be a guarantor of Tenant's business or of insuring that individuals who ride landlord's buses shop or utilize tenant's business.
- c. Tenant shall continuously use the Premises for the uses specified in this lease and shall continuously merchandise the Premises, during the hours specified in Exhibit B. If the Premises are destroyed or partially condemned and this lease remains in full force and effect, Tenant shall continue operation of its business at the Premises to the extent reasonably practicable from the standpoint of good business judgment during any period of reconstruction.
- d. Tenant specifically agrees that the Premises are not to be used for any interior or exterior storage of toxic or hazardous chemicals or materials other than those associated with Tenant's business subject to Landlord's approval. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Premises. No use shall be made or permitted to be made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the Premises, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the building or cause a cancellation of any insurance policy covering the building or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy maintained by Landlord. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant(s) in the Center, nor, without limiting the generality of the foregoing, shall Tenant allow said Premises to be used for an improper, immoral, unlawful, or unethical purpose.

**5.2 Limitations on Use**

Tenant's use of the Premises as provided in this lease shall be in accordance with the following:

**5.3 Cancellation of Insurance; Increase in Insurance Rates**

- a. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance or an increase in the rate of any insurance covering the Premises.
- b. If the rate of any insurance (including, without limitation, any fire, casualty, liability, or other insurance policy insuring Landlord, Landlord's property, and Tenant at the Center, or any of Tenants' property) carried by Landlord is increased as a result of Tenant's changed use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium. Said payment shall be made within ten (10) days before the date Landlord is obligated to pay premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from

Landlord's insurance carrier stating that the rate increase was caused solely by a changed activity of Tenant on the Premises as permitted in this lease, whichever date is later.

- c. Tenant shall comply at its expense, to the requirements of applicable fire control agencies having jurisdiction over the Premises, including, without limitation, any restrictions on occupancy and the provision of fire extinguishers. Tenant's obligation under this section shall include at Tenant's cost the obtaining and maintaining of any business license, use permits, design review permits for signs, and the building permits for any tenant improvements, or any other federal, state or local government requirement.
- d. Except that Tenant shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Tenant's particular and specific use of the Premises at the time or as a result of Tenant's own construction on the Premises or is include in another section of this lease as an obligation of Tenant. Landlord shall make any alterations, maintenance, or restoration to the Premises required by such laws that Tenant is not obligated to make. Notwithstanding the foregoing, Tenant shall not alter the premises in any fashion without Landlord's written approval.

#### **5.4 Deliveries**

Tenant shall not allow deliveries of any kind to use the bus lanes at the Center. Additionally, Tenant's employees and customers shall be restricted to park in areas other than the bus lanes. Nothing contained in this Lease confers to Tenant, or its employees, any designated parking space at any of Landlord's facilities.

#### **5.5 Waste; Nuisance**

- a. Tenant shall not use the Premises or common area, or permit or suffer the Premises to be occupied or used, in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises) to other users of the Center.
- b. Tenant shall not use the Premises or common area for sleeping, for residential purposes or washing clothes, or the preparation, manufacture, or mixing of anything that might emit any objectionable odor or objectionable noises or lights into the Center.
- c. No secondhand store, auction, distress or fire sale, or bankruptcy or going-out-of-business sale may be conducted on the Premises or common area without Landlord's written consent. Tenant shall not sell or display merchandise outside the confines of the Premises or in the common area.

#### **5.6 Overloading**

- a. Tenant shall not do anything on the Premises that will cause damage to the Premises or to the Center.
- b. The Premises shall not be overloaded. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure, vibrate, or shake the Premises and or the Center including the parking areas.

#### **5.7 Hours of Operation**

- a. Tenant agrees not to leave the Premises unoccupied or vacant during regular business hours as defined by the Landlord. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's aforesaid business on the Premises, and shall keep said Premises open for business and

cause such business to be conducted thereon, during each and every day and for such number of hours each day, as is established in Exhibit B of this Lease.

- b. Landlord may, at its option, change the hours of operation for Tenant's business, which are set forth in Exhibit B. Landlord may, at its option, and for good cause, permit Tenant to temporarily close down said business or otherwise limit operations. However, Tenant must submit a written request to the CEO/GM of Landlord for any change or to temporarily close its business. The decision of the CEO/GM shall be final and binding.

#### **5.8 Rules and Regulations/Common Area**

- a. Tenant acknowledges that this lease is made on property owned by Landlord and under Landlord's exclusive control. Said property is primarily devoted to the provision of transit services for the public. Tenant agrees that it shall do nothing to interfere with Landlord's transit services. Tenant further acknowledges that the primary duties of Landlord are to operate transit services safely; and Tenant hereby agrees to abide by all laws, ordinances, directives, rules and regulations existing or hereafter made for the government, management, maintenance, and operation of the Center, including such directives as to usage of the Center as may be promulgated by any government agency including the Board of Directors, officers or representatives of the Landlord in their official or departmental capacity. Tenant further agrees that such directives, rules, regulations, ordinances and conditions as may be imposed by any governmental agency or Landlord through its Board of Directors, administrative officers, department heads or duly authorized representatives, shall be subject to immediate compliance by Tenant. Tenant acknowledges that it has read and reviewed the Santa Cruz Pacific Station Rules and Regulations, which are attached hereto as Exhibit C and incorporated herein by reference and agrees to follow them.
- b. Certain areas have been constructed by Landlord within the Premises for the general use, convenience and benefit of the users and occupants of the Center and their customers and employees, including the lobby, sidewalks, landscaped areas and other areas for pedestrian use (herein called the "Common Area"). Except as may be limited herein, Tenant shall have the non-exclusive right for itself and for its customers, invitees, employees, contractors, subtenants and licenses to use the Common Area in common with Landlord and other persons permitted to use the same for pedestrian ingress, egress and access. Tenant shall do nothing to interfere with anyone's use of the common area.
- c. Tenant shall be responsible for its proportionate share of the costs of the Common Area including the maintenance costs, and all improvements and facilities situated thereon and required in connection therewith. Any increases to common area charges shall be assessed based upon the useful life of the improvement taking into account the remaining term of the lease.

#### **5.9 Limitation**

This lease is made for commercial purposes related to the operation of the Center, and no use shall be made of the Premises by Tenant that would, in Landlord's opinion, interfere with transit operations and operation of the Center or any other Center's business in any manner or form.

### **ARTICLE 6: MAINTENANCE**

#### **6.1 Landlord's Maintenance**

Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises; whether such damage or injury is caused by or results from: 1) fire, steam, electricity, water, gas or rain; 2) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; 3) conditions arising in or about the Premises or upon other portions of any building which the

Premises is part, or from other sources or places; or 4) any act or omission of the Tenant, Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for the foregoing damages from any cause arising at any time.

## **6.2 Tenant's Maintenance**

- a. Tenant at its cost shall maintain, in good condition, all portions of the Premises, both inside and out, including, without limitation, all signs, storefronts, plate glass, show windows, all Tenant's personal property, restrooms, fixture maintenance (I i.e. light bulbs.), and periodic services of heating and ventilation, electric and electronic equipment as recommended by the manufacturer (HVAC system, door maintenance etc.). Tenant is responsible for building upkeep including cleaning of interior paint, exterior and interior graffiti and broken plate glass.
- b. Tenant shall be liable for any damage to the building in which the Premises are located resulting from the acts or omissions of Tenant or its authorized representatives or its employees or its customers. Landlord is not responsible for the repair of the Premises for damage caused by third parties, including Tenant, its employees, its representatives, or its customers.

## **ARTICLE 7: REPAIRS AND ALTERATIONS**

- a. Tenant will take good care of the Premises and promptly notify the Landlord in writing of any damage caused thereto by Tenant, its employees or invitees and will not make any repairs or alterations without written permission of Landlord first had and obtained, and consent for same shall not be unreasonably withheld by Landlord. If Tenant performs any fixturing or alterations of the Premises such work shall be done in accordance with Landlord's permission. Any alterations or improvements made shall remain on and be surrendered with the Premises on expiration or termination of the term, except that Landlord can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Tenant to remove any alterations or improvements that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later, and Tenant shall be liable for rent during any such period. Tenant shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.
- b. Landlord shall be under no obligation to make any repairs, alterations or improvements to or upon the Premises, or any part thereof, at any time except as provided in this Lease. Landlord shall at its sole cost and expense, at all times during the term hereof, repair and maintain the roof and exterior walls (other than plate glass, and doors, and roll-up doors) and foundations of the building in which the Premises are located; provided that Tenant shall reimburse Landlord for the cost and expense of repairing any and all damage to the roof, foundation or exterior walls of the Premises resulting from the acts or omissions of Tenant, Tenant's agents, employees, customers or invitees.
- c. Tenant shall, except for the intentional or negligent acts or omissions of Landlord, its agents, or employees, at its sole cost and expense, at all times during the term hereof, keep and maintain the Premises, the improvements thereon and every part thereof (including but not limited to plate glass, heating, ventilating, and air conditioning equipment, store fronts and doors, awnings and roll-up doors) in good and sanitary order, condition and repair and in compliance with all laws and regulations applicable thereto.
- d. Landlord may, at any time and for any reason during the term and any extensions thereof, remodel all or any part of the Center. Landlord's rights to remodel include, without limitation, the right to enclose, cover, re-configure, reposition or otherwise modify any part of the building in which the Premises are a part. Landlord shall not unreasonably interfere with Tenant's business as a result of alterations or improvements.

**ARTICLE 8: TRADE FIXTURES**

Subject to the provisions of Paragraph 7, above, Tenant may install and maintain its trade fixtures on the Premises, provided that such fixtures, by reason of the manner in which they are affixed, do not become an integral part of the Center or Premises. Tenant, if not in default hereunder, may at any time or from time to time during the term hereof, or upon the expiration or termination of this Lease, alter or remove any such trade fixtures so installed by Tenant, and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures shall be promptly repaired by Tenant at the expense of Tenant. If not so removed by Tenant within thirty (30) days of the expiration or sooner termination of this Lease, said trade fixtures shall, at Landlord's option, become the property of Landlord or Landlord, at its option, may remove said trade fixtures and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

**ARTICLE 9: UTILITIES AND SERVICES**

Landlord and Tenant shall be responsible for all utilities and services, as follows:

- a. Tenant shall make all arrangements for and pay for electric and gas services furnished to or used by it, and for all connection charges and taxes.
- b. Tenant shall be responsible for a pro rata share of the following:

Pest Control	- \$54.00 per month
Water	- \$54.00 per month
Sewer	- \$28.00 per month
Garbage	- \$75.00 per month
- c. Tenants all inclusive rent, set forth in section 3.1, includes the charges mentioned above. All the above utility charges will be reviewed and adjusted prior to the beginning of the next lease year, to reflect actual or average costs as depicted above, in conjunction with the CPI adjustments to your base rent
- d. If Landlord is required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits, and mains resulting from Tenant's changed or increased utility requirements, Tenant shall on demand pay to Landlord the total cost of these items
- e. Landlord shall not be liable for failure to furnish utilities or services to the premises, but in case of the failure, Landlord will take all reasonable steps to restore the interrupted utilities and services
- f. Tenant agrees to keep premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.
- g. Utility charges may be separately determined by Landlord based on utility rating of Tenant's use of premises and the common areas, as a percentage of total utility use by those sharing the same meter, or as metered use. Tenant shall pay to the appropriate supplier the cost of all heat, light, power, and other utilities and services supplied to the premises. If the Landlord authorizes Tenant's premises to be separately metered, then Tenant shall pay for the full cost of the installation of the meter.
- h. Landlord can discontinue, without notice to Tenant, any of the utilities or services furnished to the premises for which Tenant fails to reimburse Landlord on a prompt basis as provided in this Article, and no such discontinuance shall be deemed an actual or a constructive eviction.

**ARTICLE 10: INDEMNITY AND EXCULPATION; INSURANCE**

**10.1 Tenant's Indemnification of District**

Tenant shall exonerate, indemnify, defend, and hold harmless Landlord (which shall include, without limitation, its officers, agents, employees and volunteers) and the property of Landlord from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Landlord may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Tenant's lease or use of the Premises under the terms of this Lease including any condition of the Premises or any portion thereof over which Tenant has control and/or a duty to repair and/or maintain under the terms of this Lease. Such indemnification includes any damage to the person(s), or property (ies) of Tenant and third persons. Notwithstanding the foregoing Landlord shall be solely responsible for claims, demands, losses, damages, defense costs or liability of any kind or nature arising from its own transit operation at the Center so long as such claim, demand, loss, damage, defense costs or liability is not due to Tenant's negligence, intentional act or omission or due to Tenant's failure to meet its obligations under this lease.

**10.2 Liability Insurance**

- a. Tenant further agrees to take out and keep in force during the life hereof, at Tenant's expense, public liability insurance, property damage insurance and products liability insurance, with a company or companies satisfactory to Landlord to protect Landlord against any liability incident from the use of, or resulting from, any accident or occurrence in or about said Premises, with a single combined public and products liability and property damage limit of at least ONE MILLION DOLLARS (\$1,000,000) for any one accident or occurrence.
- b. All public liability insurance, products liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 10.1. Said policy or policies shall require that in the event of cancellation of any policy, the insurance carrier shall notify Landlord in writing at least thirty (30) days prior thereto, and Tenant agrees, if Tenant does not keep such insurance in full force and effect, that Landlord may, at its option either terminate this lease, or take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed due and owing to Landlord on the next day upon which rent becomes due. Tenant shall have the insurance carrier(s) also notify Landlord thirty (30) days in advance of any modifications reducing the coverage of said policy (ies), and in the event that any of said insurance carriers do not notify Landlord of any modification, Tenant shall do so upon receiving notice of such modification. Tenant agrees that Landlord shall be named on said insurance coverage as an additional insured party in accordance with the foregoing covenants, and that cross-liability coverage in favor of Landlord shall be provided. Tenant shall furnish Landlord with evidence of insurance satisfactory to Landlord upon execution of this Lease and at such times as Landlord deems appropriate. Said policy or policies shall further provide that any insurance carrier of Landlord's shall be excess insurance only, as to the liability insured thereby.
- c. Landlord may increase or decrease the amount of public liability, products liability, and property damage insurance required, based upon a general review by Landlord of the standard insurance requirement as determined by the Board of Directors of Landlord to be in the public interest and required for all other Tenant's at the Center. Changes in insurance amounts shall occur not more frequently than once a year.

**10.3 Fire and Other Perils Insurance**

- a. Landlord shall provide Fire and Other Insurance with respect to the Premises, except that Landlord shall not provide earthquake and flood insurance. Insurance shall be obtained in the name of Landlord covering said leased Premises and all fixtures therein against loss by reason of the perils of fire, lightning, vandalism and malicious mischief, and endorsed to include extended coverage, said

policy to be on a replacement cost basis, and to be maintained in full force and effect throughout the term of this lease. Said policy or policies shall provide that the loss payable shall be paid to Landlord.

- b. The "full replacement value" of the building and other improvements to be insured shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every three (3) years, either party shall have the right to notify the other party that it elects to have the replacement value determined by an insurance company. The determination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the determination.
- c. The pro rata cost (based on the percentage of Tenant's Premises square footage in the Center) of said insurance shall be paid by Tenant, and shall reflect Tenant's business nature and size insofar as they measurably affect the Landlord's premiums. If any other tenant of the building of which the demised Premises are a part is conducting a business or otherwise engages in an activity or omits to take a precaution that the insurer identifies as producing a specified higher insurance rate than would be produced by the business and conduct of Tenant, such additional insurance rates will not be passed on to Tenant, even on a pro rata basis. Landlord will be the final authority regarding Tenant's share of the cost of the insurance. Landlord shall inform Tenant of its actual cost of the insurance at the commencement of the lease. Payment of Tenant's insurance cost shall be in addition to all other required rent and is due within ten (10) calendar days of mailing.
- d. Landlord may increase or decrease the amount of fire and other perils insurance required based upon a general review by Landlord of the standard insurance requirement as resolved by the Board of Directors of Landlord to be in the public interest.
- e. Landlord is not responsible for the acts or omissions of third parties against Tenant.

#### **10.4 Tenant's Fire and Malicious Mischief Insurance**

Tenant shall maintain on all its personal property (including unattached movable business equipment) in, on, or about the Premises, a policy of standard fire and extended and malicious mischief endorsements, to the extent of one hundred percent (100%) of their full replacement value. Landlord shall be named as an additional insured.

#### **10.5 Plate Glass Insurance**

Tenant at its cost shall maintain full coverage plate glass insurance on the Premises. Both parties shall be named as insureds on any such policy and a copy of the same provided to Landlord.

#### **10.6 Tenant's Business Interruption Insurance**

Tenant at its cost shall maintain business interruption insurance insuring that the minimum monthly rent will be paid to Landlord for a period of up to two (2) years if the Premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

#### **10.7 Proof of Insurance**

Tenant shall provide proof of insurance evidencing at least the minimum levels of coverage described herein on or before the date of execution of this lease and thereafter on an annual basis or at such times as Landlord requests such proof of insurance.

**10.8 Other Insurance Matters**

All insurance required under this lease shall:

- a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.
- b. Be issued as a primary policy.
  1. Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
  2. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

**ARTICLE 11: DAMAGE OR DESTRUCTION**

In the event the premises, or the building or other improvements in which the premises are located, shall be damaged by and the cause of said damage is covered by insurance so that the damage thereto is such that the premises, or the building and other improvements in which the premises are located, may be repaired, reconstructed or restored within a period of ninety (90) days, landlord shall promptly commence the work or repair, reconstruction and the restoration, and shall diligently prosecute the same to completion through the use of the insurance proceeds. . If the insurance is not sufficient to fully pay for the repairs, reconstruction or restoration, Landlord shall notify Tenant in writing of same and Tenant shall have the option to pay the cost of said repairs, reconstruction or restoration over and above the available insurance proceeds. Should Tenant not elect to pay said excess costs, either party may terminate this Lease by giving written notice of same to the other party. During this period of time, this Lease shall continue in full force and effect except that Tenant shall not be liable for monthly rent if the Premises are totally destroyed or unusable for safety and health reasons as determined by the applicable municipal safety and health departments, so long as this restriction is not caused by Tenant. Tenant would be liable only for monthly rent in proportion to usable space if partially destroyed. If the Premises, or the building or other improvements in which the Premises are located, cannot be restored within ninety (90) days, either Tenant or Landlord has the option to terminate this Lease by giving written notice to the other. If the insurance is not sufficient to fully pay for the repairs, reconstruction or restoration, Landlord shall notify Tenant in writing of same and Tenant shall have the option to pay the cost of said repairs, reconstruction or restoration over and above the available insurance proceeds. Should Tenant not elect to pay said excess costs, either party may terminate this Lease by giving written notice of same to the other party.

**ARTICLE 12: ASSIGNMENT AND SUBLETTING**

- a. Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld provided:
1. The same quality of business and financial soundness of ownership and management is maintained and will continue to be maintained in a manner compatible with the high standards contemplated by this Lease.
  2. That each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit afforded Landlord by this Lease is not thereby impaired or diminished;
  3. Tenant remains liable for performance of each and every obligation under this Lease to be performed by Tenant;
  4. As to subletting, Landlord shall receive One Hundred Percent (100%) of the gross rent paid by any assignee/sub-tenant in excess of the gross rent otherwise payable to Landlord pursuant to this Lease;
  5. Tenant reimburses Landlord for Landlord's reasonable costs and professional fees (legal and/or accounting) incurred in conjunction with the processing and documentation of any such requested assignment or subletting of this Lease by Tenant.
- b. If Tenant desires at any time to assign this Lease, or sublet any portion of the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord, at least sixty (60) days but not more than one hundred and twenty (120) days before the intended date of assignment/subletting, the name of the proposed assignee/subtenant, the nature of the proposed assignee's/subtenant's business to be carried on in the Premises, the terms and provisions of the proposed assignment/subletting, and such reasonable financial information as Landlord may request, certified by the proposed assignee/subtenant as being true and correct as of the date of certification.

**ARTICLE 13: DEFAULT**

**13.1 Tenant's Default**

- a. The occurrence of any of the following shall constitute a default by Tenant:
1. Failure to pay rent when due and in the manner provided in the lease if the failure continues for three (3) business days after a notice has been sent to Tenant; or additional rent or any other monetary sums required to be paid;
  2. Failure to occupy the Premises and/or operate the Tenant's business as described herein on the Premises; (Tenant shall be conclusively presumed to have defaulted if Tenant leaves the Premises closed or unoccupied continuously for fifteen (15) business days, whether or not the tenant is in default as to its rental obligation;
  3. Failure to perform any other provision of this lease if the failure to perform is not cured within three (3) business days after notice has been given to Tenant. If the provisions of the lease violated by the Tenant cannot be performed within the three-day notice period described herein, Landlord shall not be required to give notice demanding the performance of the violated provisions of the lease;

- b. Notices given under this Article shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within applicable period of time, or quit the Premises. No such notice shall be deemed forfeiture or a termination of this lease unless Landlord so elects in the notice.

**13.2 Landlord's Remedies**

**13.2.1 Cumulative Nature of Remedies**

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or in equity.

**13.2.2 Tenant's Right to Possession Not Terminated**

- a. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this Article shall terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability under the lease terms. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.
- b. If Landlord elects to re-let the Premises as provided in this Article, rent that Landlord receives from re-letting shall be applied to the payment of:
  - 1. First, any indebtedness from Tenant to Landlord other than rent due from Tenant;
  - 2. Second, all costs, including for maintenance, incurred by Landlord in re-letting;
  - 3. Third, rent due and unpaid under this lease. After deducting the payments referred to in this Article, any sum remaining from the rent Landlord receives from re-letting shall be held by Landlord and applied in payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from the re-letting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including for maintenance, Landlord incurred in re-letting that remain after applying the rent received from the re-letting as provided in this Article.

**13.2.3 Termination of Tenant's Right to Possession**

- a. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:
1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this lease;
  2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
  3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and,
  4. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.
- b. "The worth, at the time of the award," as used in items "1" and "2" of this Article 13.2.3, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award," as referred to in item "3" of this Section 13.2.3, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

**13.2.4 Landlord's Right to Cure Tenant's Default**

Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

**ARTICLE 14: SIGNS**

- a. Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, or the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's written consent and any necessary approval from the City of Santa Cruz. Any signs approved by Landlord and placed on the Premises shall be at Tenant's sole cost. Landlord at Tenant's cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.
- b. Tenant shall not, without Landlord's written consent, place, construct, or maintain on the Premises any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the public areas, or distribute handbills or other advertising or promotional media in, on, or about the public areas at Center without written consent of landlord, except that Tenant shall be entitled to engage in radio, television, and newspaper advertising as is customarily used for the type of business in which Tenant is engaged.

- c. Any sign that Landlord grants Tenant the right to place, construct, and maintain shall comply with all laws and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- d. Landlord shall have the right to use for its signs the exterior walls and roof of the building in which the Premises are located.

**ARTICLE 15: LANDLORD'S ENTRY ON PREMISES**

- a. Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Landlord, or to post notices of non-responsibility, or to service or make alterations, repairs or additions to the Premises or to any other portion of the building in which the Premises are situated, including the erection of scaffolding, props, or other mechanical devices and will permit Landlord at any time within ninety (90) days prior to the expiration of this Lease, to bring prospective tenants, broker or agents upon the Premises for purposes of inspection or display. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Article.
- b. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Article.
- c. Landlord shall conduct its activities on the Premises as allowed in this Article in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

**ARTICLE 16: SUBORDINATION AND OFFSET STATEMENT**

Tenant agrees that this Lease is subordinate to any mortgage, trust deed or like encumbrance heretofore or hereafter placed upon said Premises by Landlord or his successors in interest to secure the payments or moneys loaned, interest thereon and other obligations. Tenant also agrees to promptly execute and deliver to Landlord from time to time, as demanded by Landlord, an offset statement or estoppel certificate containing such acts: as are within the knowledge of and are available to Tenant pertaining to this Lease, as a purchaser of the leased property or a lender may reasonably require if said statement is prepared for signing by Landlord. Failure to deliver the executed offset statement or estoppel certificate to Landlord within ten (10) days from receipt of same, shall be conclusive upon Tenant for the benefit of the party requesting the statement or certificate, or his successor, that this Lease is in full force and effect and has not been modified except as may be represented by Landlord in the statement or certificate delivered to Tenant.

**ARTICLE 17: NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Article 17.

**Landlord:** Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060  
ATTN: Legal Department

**Tenant:** Ahmed Saba

**Attachment A**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

202 Buena Vista Drive  
Freedom, CA 95019

**ARTICLE 18: WAIVER**

- a. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.
- b. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.
- c. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the lease.
- d. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.
- e. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

**ARTICLE 19: SURRENDER OF PREMISES; HOLDING OVER**

**19.1 Surrender of Premises**

- a. On expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations to the Premises in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the Premises, except for alterations that Tenant has the right to remove or is obligated to remove under the provisions herein. Tenant shall remove all its personal property within the above stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or tenant's personal property within the time periods stated in this Article.
- b. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposition of any alterations or tenant's personal property.
- c. If Tenant fails to surrender the Premises to Landlord on expiration as required by this Article, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

**19.2 Holding Over**

If Tenant, with Landlord's written consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30)

days' written notice given at any time by either party. All provisions of this lease, except those pertaining to term, option to extend, and option to acquire the Premises, shall apply to the month-to-month tenancy.

**ARTICLE 20: MISCELLANEOUS PROVISIONS**

**20.1 General Conditions**

**20.1.1 Time of Essence**

Time is of the essence of each provision of this lease.

**20.1.2 Corporate Authority**

If Tenant is a corporation, Tenant shall deliver to Landlord on execution of this lease a certified copy of a resolution of its board of directors authorizing the execution of this lease and naming the officers that are authorized to execute this lease on behalf of the corporation.

**20.1.3 Successors**

This lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Article 12.

**20.1.4 Rent Payable in U.S. Money**

Rent and all other sums payable under this lease must be paid in lawful money of the United States of America.

**20.1.5 Real Estate Brokers; Finders**

Each party represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

**20.1.6 Status of Parties on Termination of Lease**

In the event of termination, the rights and obligations of the parties, which by their nature survive termination covered by this Lease, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Lease shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended, and the hold harmless agreement and insurance provisions, contained in Article 10 shall survive.

**20.1.7 Exhibits--Incorporation in Lease**

All exhibits referred to are attached to this lease and incorporated by reference.

**20.1.8 Licenses and Permits**

It shall be Tenant's responsibility, at Tenant's sole cost and expense, to obtain all necessary licenses and permits to carry out the terms of this lease and to operate the business above mentioned on the leased Premises. Landlord makes no representation as to the availability of and opportunity for licenses and permits for any leased Premises at the Center.

**20.1.9 Pest Control**

Landlord shall contract with a licensed pest control firm for the control of pests in the Premises. The duration, extend, and frequency of pest control measures shall be determined by Landlord. The cost of pest control is a part of the all inclusive monthly rent as provided in Article 9.

**20.1.10 Drug and Alcohol Policy**

Tenant and its employees shall not use, possess, manufacture, or distribute alcohol or illegal drugs while on the premises at Center or at any District facility, or distribute same to Landlord's employees, passengers, or the general public.

**20.1.11 Smoke Free**

The Center is a smoke free facility. Tenant shall comply with State law and the City Ordinance regarding smoking. Tenant and its employees and customers shall not smoke tobacco products on the premises.

**20.1.12 Information Form**

Tenant shall provide to Landlord a completed information form containing names and telephone numbers of contact person, on a semi-annual basis or when changes occur.

**20.1.13 Termination for Convenience**

The lease may be terminated by either party with a six month notice, at any time without cause, for any reason, in whole or in part, whenever the party giving the notice determines that it is in their best interest. Such notice shall conform to the notice provisions contained in Article 17.

**20.1.14 Publicity**

Tenant agrees to submit to Landlord all advertising, sales promotion, and other public matter relating to any service furnished by Tenant wherein the Landlord's name is mentioned or language used from which the connection of Landlord's name therewith may, within reason, be inferred or implied. Tenant further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of the Landlord.

**20.1.15 Consent to Breach Not Waiver**

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**20.1.16 Prohibition of Discrimination against Qualified Handicapped Persons**

Tenant shall comply with the provisions of the Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs.

**20.1.17 Cal OSHA/Hazardous Substances**

- 20.1.17.1 Tenant shall not bring, or permit to be brought, upon the premises, any hazardous or toxic materials or chemicals, except for ordinary and customary cleaning supplies used in Tenant's business. All materials brought onto the premises shall be used, stored, and removed in compliance with all applicable laws, statutes, ordinances and governmental rules, regulations or requirements.

- 20.1.17.2 Tenant shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on Landlord's property, (2) ensure that its employees take appropriate protective measures, and (3) provide the Landlord's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on Landlord's property.
- 20.1.17.3 Tenant shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, Tenant shall indemnify the Landlord against any and all damage, loss, and injury resulting from non-compliance with this Article.
- 20.1.17.4 Tenant shall comply with Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 – 25249.13. Tenant will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- 20.1.17.5 Tenant shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Tenant. Tenant shall be solely responsible for all clean-up efforts and costs.
- 20.1.17.6 Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any and all claims, demands, liabilities, damages, including punitive damages, costs and expenses, including reasonable attorney's fees caused by Tenants actions, herein collectively referred to as "Claims":

Any Claim by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises caused by Tenants action, including, but not limited to, Claims for additional clean-up of the Premises; and

Any Claim by a successor in interest of Tenant (including a mortgagee who acquires title to the Premises through foreclosure or by accepting a deed in lieu of foreclosure), or by any subtenant licensee, or invitee of Tenant arising out of or in any way connected with the environmental condition of the Premises caused by Tenants or Subtenants actions.

#### **20.1.18 All Amendments in Writing**

No amendment to this Lease shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

#### **20.1.19 Responsibility for Equipment**

Landlord shall not be responsible nor held liable for any damage to person or property consequent upon the use, or misuse, or failure of any equipment or furniture used by Tenant, or any of its employees, even though such equipment or furniture be furnished, rented or loaned to Tenant by Landlord.

#### **20.1.20 Equipment**

Tenant is responsible to return to the Landlord in good condition any equipment, including keys, issued to it by the Landlord pursuant to this Agreement. If the tenant fails or refuses to return Landlord-issued equipment, furniture or keys within five days of the conclusion of the tenant use of the premises the Landlord shall deduct the actual costs to repair or replace the equipment not returned from the final payment owed to tenant or take other appropriate legal action at the discretion of the Landlord.

**20.1.21 Nondiscrimination**

Tenant shall not discriminate on the grounds of race, religion, color, sex, age, marital status, medical condition, disability, national origin or sexual preference in any manner or as a result of or arising out of this lease agreement.

**20.1.22 Liens**

Tenant shall keep the Premises and building and the property on which the Premises are situated, free of any liens arising out of work performed, materials furnished or obligations incurred by Tenant. This lease shall be construed and interpreted in accordance with the applicable laws of the State of California and of the United States of America. Each party shall perform its obligation hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

**20.1.23 Integrated Agreement; Modification**

This lease including all exhibits constitutes the entire understanding and agreement between the Landlord and the Tenant and supersedes, revokes, and cancels any and all previous negotiations, representations, and understanding between the parties and cannot be amended or modified except by a written agreement.

**20.1.24 Provisions are Covenants and Conditions**

All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

**20.1.25 Use of Definitions**

The definitions contained in this lease shall be used to interpret this lease.

**20.1.26 Definitions**

As used in this lease, the following words and phrases shall have the following meanings:

- a. **ALTERATION:** Any addition or change to, or modification of, the Premises made by Tenant after the fixturing period, including, without limitation, fixtures, but excluding trade fixtures as defined here, and tenant's improvements as defined here.
- b. **AUTHORIZED REPRESENTATIVE:** Any officer, agent, employee, or independent contractor retained or employed and acting within authority given him/her by that party.
- c. **CONSENT:** Landlord's or Tenant's express, prior, written approval on the party's letterhead.
- d. **DAMAGE:** Injury deterioration or loss to a person or property caused by another person's acts or omissions. Damage includes death.
- e. **DAMAGES:** A monetary compensation or indemnity that can be recovered in the courts by any person who has suffered injury to his/her person, property, or rights through another's act or omission.
- f. **DESTRUCTION:** Damage, as defined here, to or disfigurement of the Premises.
- g. **ENCUMBRANCE:** Any deed of trust, mortgage, or other written security device or agreement affecting the Premises, and the note or other obligation secured by it that constitutes security for the payment of a debt or performance of an obligation.
- h. **EXPIRATION:** The coming to an end of the time specified in the lease as its duration, including any extension of the term resulting from the exercise of an option to extend.
- i. **GOOD CONDITION:** The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows, show windows, appurtenances, and tenant's personal property as defined here. "In good condition" means first-class, neat, clean, and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.
- j. **HOLD HARMLESS:** To defend and indemnify from all liability, losses, penalties, damages as defined here, costs, expenses (including, without limitation, attorneys' fees), causes of action, claims, or judgments arising out of or related to any damage, as defined here, to any person or property.
- k. **LAW:** Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirements of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).
- l. **LENDER:** The beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined here.
- m. **LIEN:** A charge imposes on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics' liens.
- n. **MAINTENANCE:** Repairs, replacement, preventive maintenance, repainting, and cleaning.
- o. **PERSON:** One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

**Attachment A**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT**

- p. **PROVISION:** Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulations the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- q. **PUBLIC AREA:** Any area outside Premises in Center to which the public commonly is allowed access by Landlord. Public area is the common area.
- r. **RENT:** Minimum monthly rent, rent for fixtures, equipment and cookware, percentage rent, additional rent, security deposit, maintenance expenses, operating costs, insurance, utilities and services, other similar charges, and any other money owed by Tenant to Landlord under the provisions of this Lease.
- s. **RESTORATION:** The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.
- t. **SUBSTANTIAL COMPLETION:** Completion of Landlord's construction obligation as evidenced by Landlord's architect or by the general contractor performing Landlord's construction obligation.
- u. **SUCCESSOR:** Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.
- v. **TENANT'S IMPROVEMENT:** Any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the term, including,
- w. **TENANT'S PERSONAL PROPERTY:** Tenant's equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, including tenant's trade fixtures, as defined here as set forth in Exhibit E.
- x. **TENANT'S TRADE FIXTURE:** Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use as set forth in Exhibit D.
- y. **TERM:** The period of time during which Tenant has a right to occupy the Premises.
- z. **TERMINATION:** The ending of the term for any reason before expiration, as defined here.

**20.1.27 Captions**

The captions of this lease shall have no effect on its interpretation.

**20.1.28 Singular and Plural**

When required by the context of this lease, the singular shall include the plural.

**20.1.29 Joint and Several Obligations**

"Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

**20.1.30 Severability**

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**ARTICLE 21: ATTORNEYS' FEES**

In the event suit is brought to enforce or interpret any part of this Lease Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover his costs of attorney's fees.

**ARTICLE 22: AUTHORITY**

Each party has full power and authority to enter into and perform this lease, and the person(s) signing this lease on behalf of each has been properly authorized and empowered to enter into this lease. Each party further acknowledges that it has read this lease, understands it, and agrees to be bound by it.

**IN WITNESS WHEREOF**, Landlord and Tenant execute this lease and affix his/her signature(s) the day and year first herein above written.

**LANDLORD-SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

BY: \_\_\_\_\_  
**ALEX CLIFFORD**, CEO/General Manager Date \_\_\_\_\_

**TENANT – AHMED SABA, DBA METRO MARKET**

BY:   
**AHMED SABA** Date 7/7/16

Approved as to Form:

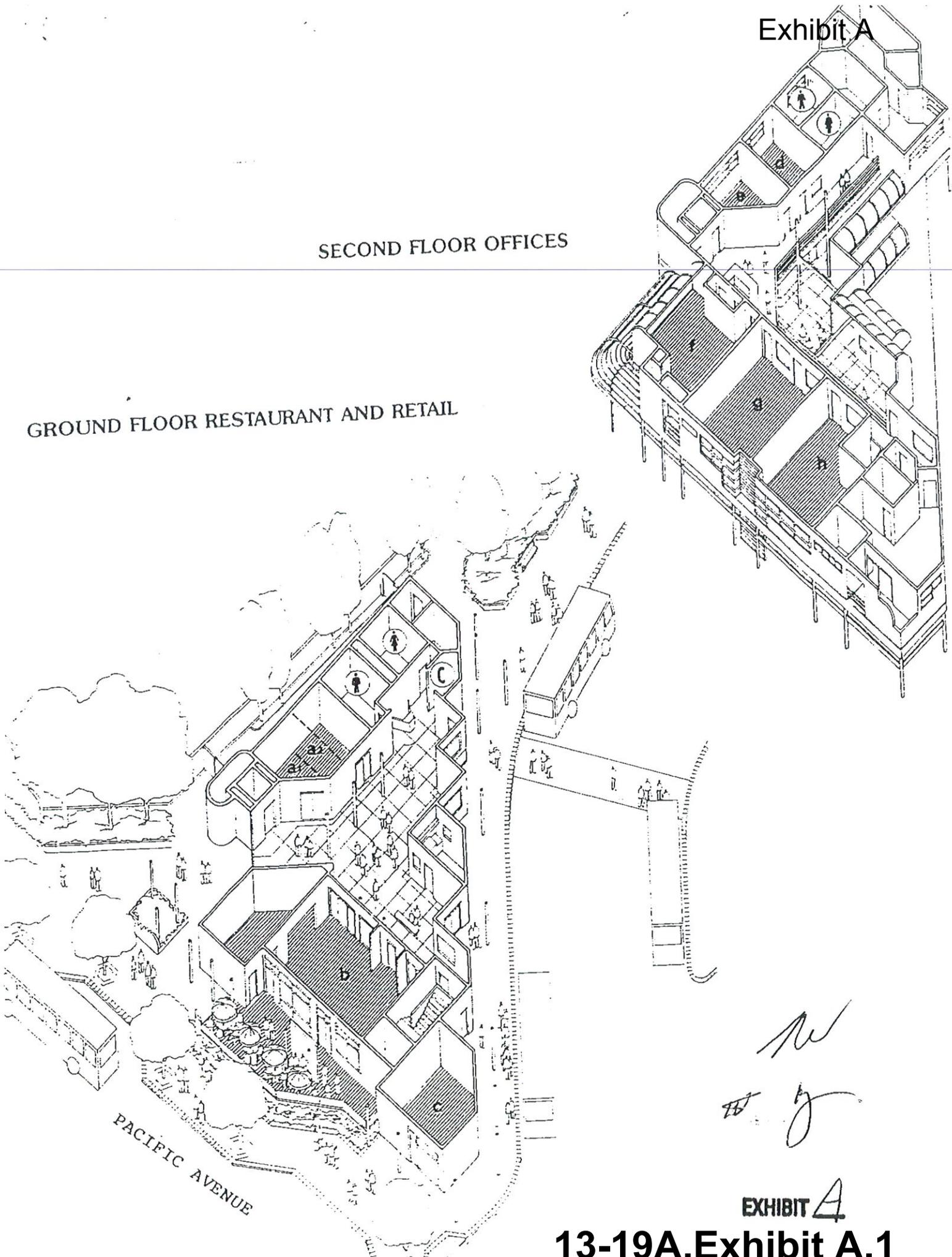
BY:   
**LESLYN K. SYREN**, District Counsel Date \_\_\_\_\_

- Attachments:
- Exhibit A - Premises - Diagram
  - Exhibit B - Use-Menu, hours of operation
  - Exhibit C - Santa Cruz Pacific Station Rules and Regulations for Tenants
  - Exhibit D - Tenant Personal Property List

Exhibit A

SECOND FLOOR OFFICES

GROUND FLOOR RESTAURANT AND RETAIL



*Handwritten signature*

EXHIBIT A

13-19A.Exhibit A.1

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**EXHIBIT B**

**USE: HOURS OF USE**

Tenant's business shall be that of operating a **Convenience store**.

The following items and products are approved by landlord for sale by Tenant:

- ~~Pre-packaged food~~
- Tobacco products
- Grocery store items
- Sundry items
- Miscellaneous foods and beverages associated with a convenience store

Tenant shall not be permitted to sell the items listed below nor will Landlord give permission to Tenant for sale of the items listed below:

1. Mexican food
2. Chinese food
3. Drip Coffee beverages
4. Alcoholic beverages

Tenant's business hours shall be as follows:

- 6 a.m. – 10 p.m. Monday - Saturday
- 7 a.m. – 8 p.m. Sundays
- Closed all holidays observed by Metro Center

Tenant shall notify Landlord prior to changing its proposed hours of business. Landlord shall have the right to object to such hours, however, landlord shall agree to tenant's proposal if it is reasonable and does not interfere with Landlord's transit services.

Tenant shall not change business hours without Landlord's consent.

**INITIALS**

Landlord: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant:  Date: 7/7/16

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**EXHIBIT C**  
**SANTA CRUZ PACIFIC STATION**  
**RULES AND REGULATIONS FOR TENANTS**

**1. SIGNS AND ADVERTISEMENTS**

No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed or printed or affixed on or to any part of the outside or inside of the Pacific Stat Building or any Kiosk including on windows or doors without the prior written consent of Landlord, and Landlord shall have the right to remove any non-complying sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

**2. BUSINESS NAME OR LOGO ON WINDOWS; SUNSCREENS**

All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Tenant by a person approved of by Landlord. Landlord intends to maintain design continuity, and Tenant shall not place anything or allow anything to be placed near the glass of any window, door, partition, balcony or wall, which may appear unsightly from outside the Premises. Tenant shall not without prior written consent of Landlord cause or otherwise sunscreen any window.

**3. FREE MOVEMENT**

The sidewalks, halls, passages, exits, entrances, driveways, and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress and egress from the premises.

**4. LOCKS**

Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises without landlord's written permission.

**5. USE OF RESTROOMS**

The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance or objects of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be born by the Tenant who, or whose employees or invitees shall have caused it.

**6. CARE OF PREMISES**

Tenant shall not overload the floor of the Premises or in any way deface the Premises or any part thereof.

**7. FURNITURE; EQUIPMENT; SAFES**

No furniture, or equipment of any kind shall be brought into the Pacific Station Building without prior notice to Landlord and all moving of the same into or out of the premises

shall be done at such time and in such manner as Landlord shall designate. Landlord shall have the right to prescribe the weight, size and position of all safes and other heavy equipment brought into the premises and also the times and manner of moving the same in and out of the Premises. Safes or other heavy objects shall, if considered necessary by Landlord, stand on supports of such thickness as is necessary to properly distribute the weight. Landlord will not be responsible for loss of or damage to any such safe or property from any cause and all damage done to Pacific Station, the Premises or any building or area related thereto by moving or maintaining any such safe or other property shall be repaired or replaced at the expense of Tenant.

## **8. USE OF PREMISES; PETS**

Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of Pacific Station or any kiosk by reason of noise, odors, and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought in or kept in or about the Pacific Station, the Premises or any kiosk or area related thereto, except service dogs are allowed in accordance with Federal and State law.

No cooking shall be done or permitted by Tenant except as part of Tenant's approved business, nor shall the Premises be used for the exterior storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purposes.

## **9. HAZARDOUS FLUIDS, HVAC**

Tenant shall not use or keep in Pacific Station, the Premises, any kiosk or any area related thereto any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied or otherwise approved by Landlord.

## **10. ELECTRICAL WORK; LOCATION OF EQUIPMENT**

Landlord will direct electricians as to where and how electrical outlets, telephone, computer and telegraph wires and cables are to be introduced onto the Premises. No boring or cutting for wires will be allowed without the consent of the Landlord. The location of electrical outlets, telephones, call boxes and other business equipment affixed to the Premises shall be subject to the approval of Landlord.

## **11. RESTRICTION OF BUILDING ACCESS FOR PUBLIC GOOD**

In case of invasion, mob, riot, public excitement, or other commotion, the Landlord reserves the right to prevent access to Pacific Station, including the Premises and any area related thereto during the continuance of the same by closing of the doors or otherwise, for the safety of the tenants and protection of property in the Building.

**12. RIGHT TO EXCLUDE OR EXPEL**

Landlord reserves the right to exclude or expel from Pacific Station, including the Premises and any area related thereto, any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of Pacific Station or Federal, State, Municipal or Transit District law, ordinance or resolution.

**13. INSTALLATION OF MACHINES**

No vending machine or machines of any description shall be installed, or maintained or operated upon the Premises without the written consent of the Landlord.

**14. RIGHT TO CHANGE NAME AND STREET ADDRESS**

Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of Pacific Station of which the Premises are a part.

**15. QUIET ENJOYMENT**

Tenant shall not disturb, solicit, or canvass any occupant of Pacific Station or any Kiosk and shall cooperate to prevent it.

**16. USE OF BUILDING NAME**

Without the written consent of Landlord, Tenant shall not use the name of Pacific Station, The Santa Cruz Metropolitan Transit District in connection with or in promotion or advertising the business of Tenant except as Tenant's address or unless Tenant has received Landlord's written permission.

**17. CONTROL AND OPERATION OF PREMISES FOR PUBLIC GOOD**

Landlord shall have the right to control and operate the public portions of Pacific Station, and the public facilities and heating and air conditioning, as well as facilities furnished for the common use of tenants, in such manner as it deems best for the benefit of the tenants and public generally.

**18. DOOR SECURITY**

All entrance doors in the Premises shall be left locked when the Premises are not in use, and all doors opening to public corridors shall be closed except for normal ingress and egress from the Premises.

**19. DISTRICT BUSINESS; CARE OF PATRONS**

Landlord's primary business and public purpose is public transit, and Tenant shall

cooperate with Landlord's bus operating policies at Pacific Station. Tenant shall take care in preparing, packaging and serving food and beverages to assure that buses, bus operators, and bus passengers are not endangered, damaged, or inconvenienced. No food or beverage shall be sold, and no food or beverage shall be packaged in such a way that, in Landlord's sole opinion, may unduly soil, litter, stain, create a visual nuisance or increase Landlord maintenance costs on or about Landlord equipment, buses, or property.

**20. VEHICLE RESTRICTION**

No vehicles shall be operated, parked or otherwise driven onto Pacific Station's bus driveways by Tenant or its employees or agents. Any vehicles in Pacific Station may be towed immediately by Landlord or Landlord's agent, at the violator's expense.

**21. PICK UP AND DELIVERIES**

Pick up and deliveries of goods, merchandise, supplies, equipment, or service to Tenant's Premises shall be before 7:00 a.m. and after 5:30 p.m. Pick up and deliveries of any type in Pacific Station bus lanes or driveways are strictly forbidden. Tenant is responsible to inform all of Tenant vendors and distributors of these restrictions.

**22. NO SMOKING**

The entire Pacific Station is a smoke-free facility. Tenant shall refrain from smoking at any location within Pacific Station and shall inform its employees and patrons that the Center is smoke-free.

**23. BIKE USE AND ABANDONMENT**

Neither Tenant nor its employees or patrons shall operate bicycles at the Pacific Station. If Tenant observes anyone riding a bicycle at the Center he/she shall notify such individual of this rule.

If a bicycle is abandoned at Pacific Station, Tenant shall have it removed in accordance with California State law.

**24. LOITERING**

Tenant shall not allow or permit loitering in or about the Premises.

**25. SKATEBOARDING/BIKE RIDING/ROLLER BLADING**

Skateboarding, bike riding and roller-blading are prohibited at Pacific Station and in its parking lot. Neither Tenant nor its employees shall skateboard, operate a bicycle or roller-blade at any location at Pacific Station.

**26. GARBAGE**

No trash or garbage generated off the premises of Pacific Station shall be placed into dumpsters designated for Pacific Station tenants.

All trash or garbage generated on the premises of Pacific Station shall be placed inside the appropriate dumpster by tenants.

If any tenant leaves trash or garbage on, around or near the dumpster, or if any tenant places garbage generated off-site into a dumpster designated for Pacific Station tenants, then a \$50.00 fine will be assessed per occurrence to the tenant responsible for such action.

Tenants shall be subject to compliance of Santa Cruz Municipal Code 16.19.100 “Prohibited Discharges from Industrial or Commercial Activity” with regard to all trash or garbage placed in, on or around Pacific Station garbage receptacles. No substance may be dumped that is listed as a prohibited discharge in the Code Section (attached). Violations to this Section will be assessed a \$100.00 per occurrence to the tenant responsible for such action. Additionally, such action will be grounds for immediate termination of the Lease Agreement with Santa Cruz METRO.

**INITIALS**

Landlord: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant:  \_\_\_\_\_

Date: 7/7/11

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EXHIBIT D

INVENTORY OF TRADE FIXTURES AND PERSONAL PROPERTY OF METRO MARKET

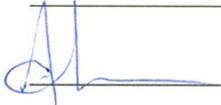
Tenant's trade fixtures and personal property:

1 – Kenmore A/C	1 – Sharp cash register
1 – ATM Trans debit/credit equipment	1 – Time Clock
1 – Time Card Rack	1 – Medicine Tow Door Cabinet
1 – 2 Door Milk Cooler (true)	1 – Water Heater
2 – Security Mirrors	2 – Neon Signs
1 – Vacuum	1 – 6 foot tall sink
1 – Safe	1 – 4 door refrigerator
1 – 2 door refrigerator (coke cola)	1 – 1 door refrigerator (7-up)
1 – 1 Door standing freezer	1 – 1 door cooler (odwalla)
1 – Ice cream freezer (foster farms)	6 – 4 foot shelves
1 – 8 foot standing shelf	1 – 12 foot counter unit
8 – surveillance cameras	1 – coffee maker (farmers brothers)
1 – stainless steel coffee station	1 – step ladder
1 – pastry case	2 – chairs
1 – hand truck	1 – 3 foot rack (Frito Lay)
1 – Sun glasses rack	Misc packaged food items, fresh fruit, juices and soft/sports drinks, candy, and tobacco

INITIALS

Landlord: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant:  \_\_\_\_\_

Date: 7/7/16

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT: RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY17  
WITH ZURICH AMERICAN INSURANCE COMPANY**

**I. RECOMMENDED ACTION**

**That the Board of Directors authorizes renewal of property insurance coverage with Zurich American Insurance Company.**

**II. SUMMARY**

- Santa Cruz Metropolitan Transit District (METRO) maintains property insurance on all its owned facilities and on leased facilities in accordance with lease agreements, as well as on building contents.
- Staff recommends that the Board of Directors authorize the renewal of property insurance coverage with Zurich American Insurance Company in the amount of \$56,184.

**III. DISCUSSION/BACKGROUND**

Barney & Barney, METRO's property insurance broker, has arranged for renewal of property insurance coverage with Zurich American Insurance Company. This is all risk coverage, excluding earthquake and flood, and includes buildings and contents, computer and telephone systems, employee tools, and other equipment, with a \$5,000 deductible.

The Zurich American Insurance Company is rated A+ XV by A. M. Best. The "A+" is the superior or highest rating on the A.M. Best rating scale, and "XV" refers to financial size category (FSC) and is based on adjusted policyholders' surplus. "XV" translates to two billion or greater.

METRO does not carry earthquake insurance.

METRO carries flood insurance under separate policies for the Judy K. Souza Operations Building at 1200 River Street, and the Fueling and Service Building at 1200 "B" River Street.

Staff recommends that the Board of Directors authorize the renewal of property insurance coverage with Zurich American Insurance Company in the amount of \$56,184. The annualized year over year increase is \$384 or 0%.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

The following, outlines the elements of the above recommendation:

1. **AMOUNT OF RECOMMENDATION:** \$56,184
2. **SOURCE OF FUNDING:** FY17 Operating Budget
3. **EXPENSE ACCOUNTS TO CHARGE:** Ins. Property - 506011
4. **FISCAL IMPACT:**
  - The cost for the recommendation of renewal of property insurance in the amount of \$56,184 is included in the Finance Department FY17 - FY18 final operating budget.

#### **V. ALTERNATIVES CONSIDERED**

- Using an alternate insurance carrier is certainly an option but could negatively impact the cost.
  - Switching carriers to Zurich American Insurance three years ago and consolidating all properties to a single policy rather than two, contributed to a significant reduction in our annual premium.
- METRO could self-insure – but the agency does not currently have the cash reserves to support such a program.

#### **VI. ATTACHMENTS**

None

Prepared By:           Debbie Kinslow, Assistant Finance Manager

**VII. APPROVALS:**

Angela Aitken, Finance Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



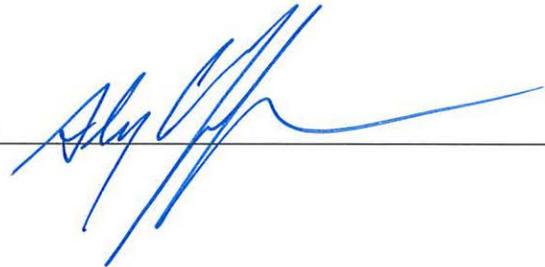
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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO/General Manager  
**SUBJECT: CONSIDERATION OF A PROPOSAL TO AMEND THE MANAGEMENT  
COMPENSATION PLAN AND ADOPT HOURLY RATE SCHEDULES**

**I. RECOMMENDED ACTION**

**That the Board of Directors approve:**

- A) A proposal to amend the Management Compensation Plan; and,**
- B) Adopt Management Hourly Rate Schedules, inclusive of FY19.**

**II. SUMMARY**

- Over the past two years, the Santa Cruz Metropolitan Transit District (METRO) has been in the midst of a Structural Deficit.
- In the FY17 budget, various cost containment and efficiency measures were identified and implemented, along with minimal service changes and reductions in fixed route service.
- Management personnel have proposed to the CEO, as part of cost saving measures, to consider amending certain aspects to the Management Compensation Plan.
- The CEO is seeking to amend the Management Compensation Plan with the following changes:
  - A) Giveback of one District paid holiday (Employee Birthday) beginning September 9, 2016
  - B) Giveback of 6.5 Administrative Leave Days (52 hours) effective June 15, 2017 – June 12, 2019
  - C) Reinstatement of 6.5 Administrative Leave Days (52 hours) effective June 13, 2019
- The CEO is also seeking to adopt Management Hourly Rate Schedules inclusive of FY19.

### III. DISCUSSION/BACKGROUND

Over the past two years, METRO staff have related to the Board and the public, our current Structural Deficit, and its implications.

The FY17 budget, adopted in June, incorporated minimal fixed route service changes and reductions, along with various cost containment and efficiency measures identified and implemented within non-personnel and personnel costs.

In lockstep with the UTU-SMART proposal to offer “givebacks” to help the agency avoid or reduce layoffs, management personnel proposed similar “givebacks” on a relative basis. These amendments will result in additional cost savings to be applied toward mitigating the Structural Deficit and helping to ensure service sustainability.

The CEO is seeking to amend the Management Compensation Plan with the following changes:

- A) Giveback of one District paid holiday (Employee Birthday) beginning September 9, 2016
- B) Giveback of 6.5 Administrative Leave Days (52 hours) effective June 15, 2017 – June 12, 2019
- C) Reinstatement of 6.5 Administrative Leave Days (52 hours) effective June 13, 2019

These changes are depicted in **bold** within the enclosed Management Compensation Plan.

The CEO is also seeking to adopt a Management Hourly Rate Schedule inclusive of FY19. Hourly Rate Schedules effective June 16, 2016 and June 15, 2017 (FY17 & FY18) were adopted by the Board on August 14, 2015. The FY19 Management Hourly Rate Schedule would be effective June 14, 2018.

Staff recommends that the Board approve the proposal to amend the Management Compensation Plan and adopt the Hourly Rate Schedule inclusive of FY19.

### IV. FINANCIAL CONSIDERATIONS/IMPACT

Savings for the above actions related to the one District paid holiday giveback starting September 9, 2016, is estimated to be \$28K over the next 3 fiscal years (FY17, FY18 and FY19).

Savings for the above actions related to the 6.5 Administrative Leave Day giveback in FY18 and FY19 is \$120,360. The 6.5 Administrative Leave Days are assumed to be reinstated to Management in FY20.

Net savings from these actions are estimated to be \$148,028 over the next 3 fiscal years (FY17, FY18 and FY19).

**V. ALTERNATIVES CONSIDERED**

The Board may choose to allow the Management Compensation Plan to remain as written. (Not recommended)

**VI. ATTACHMENTS**

**Attachment A:** Management Compensation Plan as of 08/26/16

**Attachment B:** Management Hourly Rate Schedules – FY17, FY18 & FY19

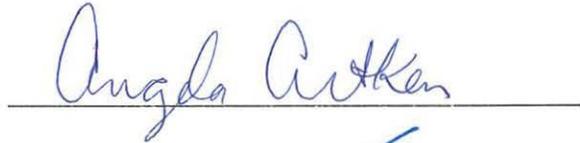
Prepared by: Angela Aitken, Finance Manager

**VII. APPROVALS:**

Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager





SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

MANAGEMENT COMPENSATION PLAN

Board Adopted – August 26, 2016  
Effective – September 9, 2016

# Attachment A

## SANTA CRUZ METRO MANAGEMENT COMPENSATION PLAN

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# Attachment A

## I. MANAGEMENT POSITIONS

An employee in a regular budgeted management position ~~identified in Exhibit A~~ is engaged in developing, implementing or recommending policy and in affecting employer-employee relations, and shall receive wages and benefits as provided in this plan. Non-exempt employees will be paid in accordance with the Fair Labor Standards Act (FLSA)

## II. PROBATIONARY STATUS

An employee shall serve a probationary period for twelve (12) months following the date of appointment or promotion to a regular budgeted management position.

## III. SALARY PLAN

### A. Management Hourly Rate Schedules

Please refer to the most current Board of Directors adopted Management Hourly Rate Schedules.

### B. Longevity

Santa Cruz METRO shall compensate an employee with longevity increments as follows:

- 5.0% of the base salary after ten years continuous service.
- An additional 5.0% of the base salary after fifteen years continuous service.

### C. Supplemental Cash Payment

In the payroll period of June 21, 2012, employees covered by the Management Compensation Plan will receive a \$1,750 supplemental cash taxable payment.

## IV. HEALTH & WELFARE BENEFITS

### A. Medical Insurance

Santa Cruz METRO shall provide medical insurance coverage for an employee, retiree and eligible dependents under the provisions of CalPERS. Santa Cruz METRO shall pay premiums at a level sufficient to cover the cost of the basic monthly medical insurance premiums for HMO plans offered in Santa Cruz County by the CalPERS medical program. Santa Cruz METRO will continue to offer the H-Care Plan (IRC Section 125 pre-tax medical reimbursement plan) as allowed by the County of Santa Cruz. The amount Santa Cruz METRO pays towards medical premiums for retirees will be consistent with the premium participation amount specified in the Management Compensation Plan in effect at the time of the individual's retirement or the amount stated in Santa Cruz METRO's contract with CalPERS, whichever is greater. Qualifying individuals who retired prior to July 1 2005 shall continue to receive supplemental premium payments in accordance with Santa Cruz METRO's Retiree supplemental Premium Participation Plan adopted August 25, 2006.

An employee who declines participation in Santa Cruz METRO's medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid \$300 for each full three calendar month quarter beginning January 1 of each year while in active service and in which Santa Cruz METRO paid coverage would have been provided had Santa Cruz METRO's medical program been elected.

### B. Dental Insurance

Santa Cruz METRO shall provide paid dental insurance coverage for an employee and eligible dependents.

# Attachment A

## **C. Vision Insurance**

Santa Cruz METRO shall provide paid vision insurance coverage for an employee and eligible dependents.

## **D. Life and AD&D Insurance**

An employee shall be entitled to a \$50,000 term life and AD&D insurance policy paid by Santa Cruz METRO plus \$150,000 in optional supplementary life and AD&D insurance paid by the employee.

## **E. Survivor's Benefits**

Upon the death of a covered employee, who is on Santa Cruz METRO's payroll and has dependents covered under Santa Cruz METRO's medical, vision and dental plans, Santa Cruz METRO's share of coverage of the eligible dependents shall continue for twenty-six (26) consecutive pay periods.

## **F. Retirement Benefits**

An employee shall be enrolled in the Public Employees Retirement System (PERS) including the third level 1959 Survivors benefit as allowed by PERS. The Employee shall pay the "employee share" of PERS up to a maximum of eight percent.

Dental, vision, and life insurance plan coverage shall be provided by Santa Cruz METRO for an employee retired under the provisions of PERS and the employee's dependents until the retired employee reaches age 65. To qualify for this benefit, the retired employee shall have been an employee of Santa Cruz METRO for the equivalent of ten (10) full-time years immediately prior to the date of retirement and reached the age of 50 years.

## **G. State Disability Insurance**

Santa Cruz METRO shall provide paid coverage for an employee for State Disability Insurance.

## **H. Long Term Disability Insurance**

Santa Cruz METRO shall provide for a long term disability insurance plan (LTD). The plan shall provide for monthly payments to an eligible employee of up to \$10,000 per month. The plan shall start LTD one year and one month after month of hire.

## **I. Deferred Compensation Plan**

Santa Cruz METRO shall provide a deferred compensation plan to an employee.

## **J. Industrial Injury**

An employee shall be entitled to workers compensation insurance to be provided by Santa Cruz METRO.

## **K. Continuation of Insurance During an Unpaid Leave of Absence**

An employee who is on an unpaid leave of absence exceeding one hundred eighty (180) calendar days must pay the total monthly premiums in advance to continue medical, dental and vision insurance coverage. Failure of an employee to make advance payments for insurance coverage shall result in the employee and any dependent(s) being dropped from the plans.

# Attachment A

## L. Principal Domestic Partner Coverages

Santa Cruz METRO medical, dental and vision insurance coverages may be extended to an employee's principal domestic partner (PDP) while the employee's own coverages are being paid by Santa Cruz METRO. In the absence of the PERS Medical Program allowing for PDP coverage, reimbursement of monthly premiums may be made to an individual medical plan to a maximum of \$185.

## M. Holidays

An employee shall be entitled to the following holidays with pay:

Thanksgiving Day  
Christmas Day  
New Year's Day  
Labor Day  
Independence Day  
Memorial Day  
Martin Luther King, Jr. Day  
Employee's Birthday

**Effective September 9, 2016 an employee shall no longer be entitled to the following holiday with pay:**

### **Employee's Birthday**

~~For an employee's birthday falling on February twenty-ninth (29th), the twenty-eighth (28th) day of February will be observed as the employee's birthday in years other than leap years. If an employee's birthday falls on the same day as a paid holiday the employee will be allowed to take the day off and receive the regular hourly rate for the holiday and the equivalent number of hours at the regular hourly rate for their birthday holiday, or, have the equivalent number of hours at the regular hourly rate for their birthday holiday added to his/her annual leave accrual.~~

In addition to the above-specified days, an employee may choose any (11) eleven additional days as floating holidays or when working a partial year, a prorated number of days as determined by the CEO/General Manager. An employee shall be compensated for any unused floating holiday time at the end of the fiscal year at the employee's regular rate of pay, not to exceed the total of eighty-eight (88) hours, when combined with Administrative Leave.

An employee shall be entitled to receive any special non-recurring holiday designated as an official State holiday by the Governor of the State of California or as an official national holiday by the President of the United States, subject to the approval of the Board of Directors.

Upon departure from Santa Cruz METRO for any reason, an employee shall be compensated for any unused holiday time at the employee's hourly rate.

# Attachment A

## V. PAID LEAVES

### A. Annual Leave

An employee shall accrue annual leave at the following rates:

- a. For the first five years of employment ..... eleven (11) days/year
- b. Between five and nine years of employment ..... nineteen (19) days/year
- c. After nine years of employment ..... twenty-four (24) days/year

Upon approval of the CEO/General Manager, an employee shall be permitted to take a minimum of two weeks annual leave each calendar year.

An employee shall accrue the pro-rata portion of annual leave for which he/she is entitled for each pay period or major fraction thereof, for which he/she is in paid status.

An employee may not carryover into the next fiscal year more than (3) three times the annual allotted time. Annual leave accumulated beyond two hundred (200) hours shall upon two (2) weeks advance written request of the employee, be paid to the employee based on the employee's current base hourly rate. Payment shall be made in the subsequent pay period.

Upon departure from Santa Cruz METRO for any reason, an employee shall be compensated for any unused annual leave at the employee's regular rate.

### B. Sick Leave

An employee shall be entitled to sick leave with pay at the rate of one day for each month of employment. Sick leave shall mean personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control, or the illness of a member of the immediate family of such employee which illness requires his/her personal care and attention. Immediate family shall include the parent, spouse, and children, brother, or sister of the employee.

An employee who has accumulated sick leave above 120 days (960 hours) may elect to receive a cash payment of 25% of the accrued sick leave above 120 days in lieu of retaining excess sick leave credits. Any sick leave accrued beyond a balance of 96 hours may, at the option of the employee, be converted to annual leave. All unused sick leave accrued shall be paid to an employee who retires immediately upon leaving Santa Cruz METRO under the provisions of PERS.

### C. Administrative Leave

An exempt employee shall be entitled to eighty (80) hours of administrative leave each year in lieu of overtime or when working a partial year, a prorated amount as determined by the CEO/General Manager.

**As of June 15, 2017 – June 12, 2019, an exempt employee shall be entitled to twenty eight (28) hours of administrative leave each year in lieu of overtime or when working a partial year, a prorated amount as determined by the CEO/General Manager.**

**As of June 13, 2019, an exempt employee shall be entitled to eighty (80) hours of administrative leave each year in lieu of overtime or when working a partial year, a prorated amount as determined by the CEO/General Manager.**

# Attachment A

Upon approval of the CEO/General Manager, time worked in excess of eighty (80) hours in a pay period may be saved and taken as time off in another pay period when the extra hours are earned through participation in unusual, lengthy activities, which require the presence of the employee in meetings, hearings, or negotiations.

Administrative leave not taken during the fiscal year is lost. Upon the approval of the CEO/General Manager, an employee may elect to convert up to eighty (80) hours of Administrative Leave to a bonus payout. In no case, will the Administrative Leave and the Floating Holiday amount paid to the employee total more than eighty-eight (88) hours.

## **D. Personal Leave**

An employee shall be entitled to use forty (40) hours per year of personal leave, chargeable to accumulated sick leave.

## **E. Bereavement Leave**

An employee shall be granted a leave with pay in the event of the death of any member of the employee's family. The leave shall be for a period of three (3) working days, five (5) working days if travel is required in excess of 350 miles. The family member is defined as spouse, parent, grandparent, sister, brother, child, grandchild, foster parent, stepparent, foster child, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, nieces, nephews, aunt, uncle, or any person living in the immediate household of the employee.

## **F. Hospice and Critical Care Leave**

An employee shall be granted necessary leaves up to four (4) months for the care of a critically ill family member with appropriate verification. An employee shall be paid for these absences from his/her sick leave or annual leave accruals.

## **G. Paid Birth/Adoptive Leave**

An employee is entitled to forty (40) hours leave with pay at or about the time of the birth of the employee's child or at the time of adopting a child. The paid leave shall be within two months of the birth or adoption or at the employee's option at the expiration of State Disability Insurance payments.

## **H. Jury Duty**

An employee required to report for jury duty (except for Grand jury) or to answer a subpoena, as a witness shall be granted leave with full pay until released by the court. An employee shall have court-paid per diems deducted from his/her daily pay during jury duty assignment.

## **I. Paid Military Leave**

An employee in permanent status who is required to attend summer military training exercises as part of his/her military reserve obligation, shall be granted paid military leave not to exceed thirty (30) working days annually.

## **VI. UNPAID LEAVES OF ABSENCE**

### **A. Maternity/Childcare Leave**

Maternity/childcare leave shall be granted for a maximum period of twelve (12) months. If an employee does not have a sufficient paid leave balance to cover the period of absence, an unpaid leave of absence shall be granted.

# Attachment A

## **B. FMLA/CFRA**

Santa Cruz METRO will comply with the Family Medical Leave Act and the California Family Rights Act, as amended. These Acts provide for up to twelve (12) weeks (480 hours) leave for a serious health condition of the employee or an eligible family member and the employee has worked 1,250 hours in the twelve month period preceding the leave. Accrued sick leave must be used before any unpaid leave. This FMLA/CFRA leave will run concurrently with any other absence due to an employee's serious health condition.

## **VII. EXEMPT MANAGEMENT PROVISION**

An employee who has exhausted all leave accruals shall not have his/her salary reduced by being absent from work on an authorized absence of less than one full day.

## **VIII. OTHER BENEFITS**

### **A. Training**

An employee shall be authorized to attend transit seminars and workshops, and to visit other properties as part of his/her ongoing job duties, and shall be compensated for receipted expenses incurred in so doing.

An employee may request release time and reimbursement of expenses for course work relevant to the employee's current duties and area of responsibility.

Reimbursable expenses include tuition, fees, meals and books. For courses requiring overnight travel employees shall refer to Santa Cruz METRO's Travel Policy.

Reimbursement will be made for academic or professional credentials, certifications, and/or degrees for courses directly related to the employee's current position, specific job tasks and areas of responsibility.

Approval of release time and reimbursement of expenses is at the discretion of the CEO/General Manager and subject to the demonstrated cost-benefit ratio of the training and the current workload of the employee.

### **B. Mileage Reimbursement**

If Santa Cruz METRO requires an employee to use the employee's private insured automobile to conduct Santa Cruz METRO business, the employee shall be reimbursed for automobile expenses at the rate established annually by the IRS.

### **C. On Call Duty**

If an employee is required to be on call, they shall be offered access to a Santa Cruz METRO vehicle in order to provide for home to work transportation. "On call" shall be defined as the requirement for the employee to report to work after or before normal duty hours to perform the functions, which cannot otherwise be performed during regular duty hours. When an employee is assigned such duties on a regular basis, he/she may be assigned a car for home to work transportation on a regular basis. If such work is assigned on a periodic or occasional basis, the assignment of a car for home to work transportation shall be on an as-needed basis only, as approved by the CEO/General Manager. The staff car assigned on an on-call basis to an employee shall be used to provide transportation only between the home and the work place. It shall not be used to make intermediate stops or for any other personal use. During normal duty hours, staff cars are similarly restricted for

# Attachment A

use only for official business of Santa Cruz METRO, or for transportation between the facilities of Santa Cruz METRO.

Non-exempt employees will be paid in accordance with FLSA regulations.

## **D. Communication Allowance**

When approved by the CEO/General Manager, an employee may receive a communication allowance of \$75 each two-week pay period. An employee on approved Santa Cruz METRO travel with the CEO/General Manager's approval may be reimbursed for eligible roaming and long distance charges.

## **IX. LAYOFF**

### **A. Insurance**

An employee separated from Santa Cruz METRO service as a result of layoff shall have his/her insurance benefits paid by Santa Cruz METRO at the same level while employed for a period of ninety (90) days from the date of separation.

### **B. Severance Pay**

An employee laid off shall be given a severance payment equal to eight (8) hours at the base hourly rate for each 2,080 hours of active service, up to a maximum of eighty (80) hours severance pay.

## **X. RELOCATION EXPENSES FOR THE RECRUITMENT OF MANAGEMENT POSITIONS**

The CEO/General Manager is authorized to negotiate the compensation packages of all Management Employees at the time of hire, including, the authority to provide relocation packages for those management positions when in the discretion and determination of the CEO/General Manager they are necessary to recruit the most qualified applicant for a vacant Management position. In no case shall the CEO/General Manager's authority exceed: 1) a cash payment not to exceed \$15,000 for moving expenses; and (b) two roundtrip airfare reimbursements for use by the candidate of choice only; and (c) a cash payment not to exceed \$5,000 for temporary housing.

Whenever the CEO/General Manager exercises the authority granted under this section, he/she shall report the expenditure to the Board of Directors at the first available Board meeting following the finalization of a successful recruitment.

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
MANAGEMENT HOURLY RATE SCHEDULES

FY17 – Effective June 16, 2016  
FY18 – Effective June 15, 2017  
FY19 – Effective June 14, 2018

**Board Adopted – August 26, 2016**

MANAGEMENT  
 HOURLY RATES SCHEDULE

Title	Step 1 LL	Step 1 L	Step 2 LL	Step 2 L	Step 3 LL	Step 3 L	Step 4 LL	Step 4 L	Step 5 LL	Step 5 L	Step 6 LL	Step 6 L
CEO/General Manager	84.54	88.77	93.00	88.76	93.20	97.64	97.86	97.86	102.75	107.89	113.03	107.90
District Counsel	78.64	82.57	86.50	82.57	86.70	90.83	91.03	91.03	95.58	100.36	105.14	100.37
Chief Operations Officer	56.33	59.15	61.97	59.15	62.11	65.07	65.22	65.22	68.48	71.74	75.32	71.91
Operations Manager	51.21	53.77	56.33	53.77	56.47	59.15	59.29	59.29	62.26	65.37	68.48	65.37
Maintenance Manager	51.21	53.77	56.33	53.77	56.47	59.15	59.29	59.29	62.26	65.37	68.48	65.37
Finance Manager	51.21	53.77	56.33	53.77	56.47	59.15	59.29	59.29	62.26	65.37	68.48	65.37
Planning and Development Manager	51.21	53.77	56.33	53.77	56.47	59.15	59.29	59.29	62.26	65.37	68.48	65.37
Human Resources Manager	46.13	48.44	50.75	48.43	50.86	53.27	53.41	53.41	56.08	58.75	61.67	58.87
Information Technology Manager	46.13	48.44	50.75	48.43	50.86	53.27	53.41	53.41	56.08	58.75	61.67	58.87
Marketing, Communications and Customer Service Manager	46.13	48.44	50.75	48.43	50.86	53.27	53.41	53.41	56.08	58.75	61.67	58.87
Purchasing Manager	46.13	48.44	50.75	48.43	50.86	53.27	53.41	53.41	56.08	58.75	61.67	58.87
Senior Database Administrator	41.24	43.30	45.36	43.31	45.48	47.65	47.75	47.75	50.14	52.53	55.14	52.63
Asst. Manager of Information Technology	41.24	43.30	45.36	43.31	45.48	47.65	47.75	47.75	50.14	52.53	55.14	52.63
Assistant Finance Manager	38.54	40.47	42.40	40.46	42.48	44.50	44.60	44.60	46.84	49.18	51.52	49.18
Assistant HR Manager	38.54	40.47	42.40	40.46	42.48	44.50	44.60	44.60	46.84	49.18	51.52	49.18
Fixed Route Superintendent	38.54	40.47	42.40	40.46	42.48	44.50	44.60	44.60	46.84	49.18	51.52	49.18
Paratransit Superintendent	38.54	40.47	42.40	40.46	42.48	44.50	44.60	44.60	46.84	49.18	51.52	49.18
Project Manager	38.54	40.47	42.40	40.46	42.48	44.50	44.60	44.60	46.84	49.18	51.52	49.18
Facilities Maintenance Manager	37.45	39.32	41.19	39.33	41.30	43.27	43.35	43.35	45.52	47.69	50.09	47.80
Database Administrator	35.62	37.40	39.18	37.41	39.28	41.15	41.24	41.24	43.30	45.36	47.65	45.47
Safety, Security and Risk Manager	35.62	37.40	39.18	37.41	39.28	41.15	41.24	41.24	43.30	45.36	47.65	45.47
Assistant Superintendent	32.20	33.81	35.42	33.81	35.50	37.19	37.28	37.28	39.14	41.00	43.06	41.10
Executive Assistant	30.17	31.68	33.19	31.68	33.26	34.84	34.92	34.92	36.67	38.42	40.34	38.52

.....  
 L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

MANAGEMENT  
HOURLY RATES SCHEDULE

Effective 06/15/17 (FY18)  
Revised as of 01/22/2016 for District Counsel

Title	Step 1 LL	Step 1 L	Step 2 LL	Step 2 L	Step 3 LL	Step 3 L	Step 4 LL	Step 4 L	Step 5 LL	Step 5 L	Step 6 LL	Step 6 L
CEO/General Manager	86.23	90.54	94.85	99.60	95.06	99.81	104.56	99.82	104.81	109.80	110.06	115.56
District Counsel*	78.64	82.57	86.50	90.83	86.70	91.04	95.58	91.03	95.58	100.13	100.37	105.39
Chief Operations Officer	57.46	60.33	63.20	66.37	63.35	66.52	69.69	66.52	69.85	73.18	73.35	77.02
Operations Manager	52.23	54.84	57.45	60.33	57.60	60.48	63.36	60.48	63.51	66.69	66.68	70.01
Maintenance Manager	52.23	54.84	57.45	60.33	57.60	60.48	63.36	60.48	63.51	66.69	66.68	70.01
Finance Manager	52.23	54.84	57.45	60.33	57.60	60.48	63.36	60.48	63.51	66.69	66.68	70.01
Planning and Development Manager	52.23	54.84	57.45	60.33	57.60	60.48	63.36	60.48	63.51	66.69	66.68	70.01
Human Resources Manager	47.05	49.40	51.75	54.34	51.88	54.47	57.06	54.48	57.19	60.05	60.05	63.05
Information Technology Manager	47.05	49.40	51.75	54.34	51.88	54.47	57.06	54.48	57.19	60.05	60.05	63.05
Marketing, Communications and Customer Service Manager	47.05	49.40	51.75	54.34	51.88	54.47	57.06	54.48	57.19	60.05	60.05	63.05
Purchasing Manager	47.05	49.40	51.75	54.34	51.88	54.47	57.06	54.48	57.19	60.05	60.05	63.05
Senior Database Administrator	42.06	44.16	46.26	48.60	46.38	48.70	51.02	48.71	51.15	53.59	53.68	56.36
Asst. Manager of Information Technology	42.06	44.16	46.26	48.60	46.38	48.70	51.02	48.71	51.15	53.59	53.68	56.36
Assistant Finance Manager	39.31	41.28	43.25	45.39	43.33	45.50	47.67	45.49	47.76	50.03	50.16	52.67
Assistant HR Manager	39.31	41.28	43.25	45.39	43.33	45.50	47.67	45.49	47.76	50.03	50.16	52.67
Fixed Route Superintendent	39.31	41.28	43.25	45.39	43.33	45.50	47.67	45.49	47.76	50.03	50.16	52.67
Paratransit Superintendent	39.31	41.28	43.25	45.39	43.33	45.50	47.67	45.49	47.76	50.03	50.16	52.67
Project Manager	39.31	41.28	43.25	45.39	43.33	45.50	47.67	45.49	47.76	50.03	50.16	52.67
Facilities Maintenance Manager	38.20	40.11	42.02	44.14	42.12	44.23	46.34	44.22	46.43	48.64	48.76	51.08
Database Administrator	36.33	38.15	39.97	41.98	40.07	42.07	44.07	42.06	44.16	46.26	46.38	48.70
Safety, Security and Risk Manager	36.33	38.15	39.97	41.98	40.07	42.07	44.07	42.06	44.16	46.26	46.38	48.70
Assistant Superintendent	32.84	34.48	36.12	37.93	36.21	38.02	39.83	38.03	39.92	41.83	41.92	44.02
Executive Assistant	30.77	32.31	33.85	35.55	33.93	35.63	37.33	35.62	37.41	39.18	39.29	41.25

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

\* See Contract

MANAGEMENT  
HOURLY RATES SCHEDULE

Effective 06/14/18 (FY19)  
Revised as of 01/22/2016 for District Counsel

Title	Step 1	Step 1 LL	Step 2	Step 2 LL	Step 3	Step 3 LL	Step 4	Step 4 LL	Step 5	Step 5 LL	Step 6	Step 6 LL
CEO/General Manager	86.23	90.54	90.54	95.07	99.60	99.81	99.82	104.81	104.81	110.05	110.06	115.56
District Counsel*	78.64	82.57	82.57	86.70	90.83	91.04	91.03	95.58	95.58	100.36	100.37	105.39
Chief Operations Officer	57.46	60.33	60.33	63.35	66.37	66.52	66.52	69.85	69.85	73.34	73.35	77.02
Operations Manager	52.23	54.84	54.84	57.59	60.33	60.48	60.48	63.50	63.51	66.69	66.68	70.01
Maintenance Manager	52.23	54.84	54.84	57.59	60.33	60.48	60.48	63.50	63.51	66.69	66.68	70.01
Finance Manager	52.23	54.84	54.84	57.59	60.33	60.48	60.48	63.50	63.51	66.69	66.68	70.01
Planning and Development Manager	52.23	54.84	54.84	57.59	60.33	60.48	60.48	63.50	63.51	66.69	66.68	70.01
Human Resources Manager	47.05	49.40	49.40	51.87	54.34	54.47	54.48	57.20	57.19	60.05	60.05	63.05
Information Technology Manager	47.05	49.40	49.40	51.87	54.34	54.47	54.48	57.20	57.19	60.05	60.05	63.05
Marketing, Communications and Customer Service Manager	47.05	49.40	49.40	51.87	54.34	54.47	54.48	57.20	57.19	60.05	60.05	63.05
Purchasing Manager	47.05	49.40	49.40	51.87	54.34	54.47	54.48	57.20	57.19	60.05	60.05	63.05
Senior Database Administrator	42.06	44.16	44.16	46.39	48.60	48.70	48.71	51.15	51.12	53.68	53.68	56.36
Asst. Manager of Information Technology	42.06	44.16	44.16	46.39	48.60	48.70	48.71	51.15	51.12	53.68	53.68	56.36
Assistant Finance Manager	39.31	41.28	41.27	43.33	45.39	45.50	45.49	47.76	47.78	50.17	50.16	52.67
Assistant HR Manager	39.31	41.28	41.27	43.33	45.39	45.50	45.49	47.76	47.78	50.17	50.16	52.67
Fixed Route Superintendent	39.31	41.28	41.27	43.33	45.39	45.50	45.49	47.76	47.78	50.17	50.16	52.67
Paratransit Superintendent	39.31	41.28	41.27	43.33	45.39	45.50	45.49	47.76	47.78	50.17	50.16	52.67
Project Manager	39.31	41.28	41.27	43.33	45.39	45.50	45.49	47.76	47.78	50.17	50.16	52.67
Facilities Maintenance Manager	38.20	40.11	40.12	42.13	44.14	44.23	44.22	46.43	46.44	48.76	48.76	51.20
Database Administrator	36.33	38.15	38.16	40.07	41.98	42.07	42.06	44.16	44.18	46.39	46.38	48.70
Safety, Security and Risk Manager	36.33	38.15	38.16	40.07	41.98	42.07	42.06	44.16	44.18	46.39	46.38	48.70
Assistant Superintendent	32.84	34.48	34.49	36.21	37.93	38.02	38.03	39.93	39.92	41.92	41.92	44.02
Executive Assistant	30.77	32.31	32.31	33.93	35.55	35.63	35.62	37.40	37.41	39.28	39.29	41.25

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

\* See Contract



**DATE:** August 26, 2016

**TO:** Board of Directors

**FROM:** Barrow Emerson, Planning & Development Manager

**SUBJECT: AUTHORIZE THE CEO TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG)**

## **I. RECOMMENDED ACTION**

**That the Board authorize the CEO to execute a Memorandum of Understanding with AMBAG establishing the transportation planning and programming relationship between the two agencies**

## **II. SUMMARY OF ISSUES**

- Santa Cruz Metropolitan Transit District (METRO) recently underwent its Federal Transit Administration (FTA) Triennial Audit.
- As a part of the review, METRO was found to be deficient in terms of having a documented relationship with AMBAG relative to planning and programming of projects.
- AMBAG and METRO have together developed a Memorandum of Understanding (MOU) which addresses the requirements from the FTA Triennial Audit.
- The attached MOU addresses seven specific areas including: Basis for Organization and Boundaries, Planning, Programming, Air Quality and Conformity, Public Participation/Environmental Justice, Partnership/Coordination, and Fund Administration.
- METRO needs to execute the MOU (Attachment A) to meet its requirements for FTA relative to the Triennial Audit.

## **III. DISCUSSION/BACKGROUND**

The United States Code, Chapter 53 of Title 49 requires that the FTA perform reviews and evaluations of urbanized area formula grant activities at least every three years. As a part of the 2016 review, METRO was found to be deficient in terms of having a documented relationship with AMBAG relative to planning and programming of projects.

It is the purpose of this agreement to identify and define the process by which the Metropolitan Planning Organization (MPO) and METRO intend to implement the following requirements of State and Federal law. It is intended to serve as a statement of the transportation planning and

programming relationship among the undersigned parties. This document is an expression of the understanding between the two parties relative to the issues discussed below.

The attached MOU addresses seven specific areas:

- Basis for Organization and Boundaries

AMBAG, acting as the MPO for Monterey, San Benito, and Santa Cruz Counties, is a Joint Powers Agency pursuant to Title I, Division 7, Chapter 5 of the California Government Code, Section 6500 et. seq.

Pursuant to the Santa Cruz Metropolitan Transit District Act of commencing with Part 10 Section 98000 to Division 10 of the California Public Utilities Code, Santa Cruz Metropolitan Transit District (METRO) is a Transit District, as the designated agency responsible for providing public transportation in Santa Cruz County.

- Planning

AMBAG prepares a Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), pursuant to Federal regulations and the California Transportation Commission's (CTC) Regional Transportation Plan Guidelines. The MTP/SCS coordinates land use patterns and transportation investments with the objective of developing an integrated, multimodal transportation system. The MTP/SCS is developed with the full cooperation and participation of all affected or interested agencies, including METRO, the public and the private sector.

In accordance with FTA guidance, METRO may prepare a five (5) year Short Range Transit Plan (SRTP) to support financial and operational decision making in transit planning and/or programming.

AMBAG prepares an annual or biennial Unified Planning Work Program/Overall Work Program, hereinafter referred to as the OWP. METRO participates in the development and implementation of the OWP, including plans, programs, corridor studies and planning studies. The purpose of the OWP is to serve as a work plan to guide and manage the work of AMBAG and METRO, identify transportation planning activities and products occurring in the region and to act as the general agreement by which Federal and State planning funds will be transferred to AMBAG and METRO to fund activities and products.

- Programming

AMBAG will, in cooperation with METRO, develop a Metropolitan Transportation Improvement Program (TIP) for the area. The METRO project lists will be supported by requisite Programs of Projects (POPs), certified by AMBAG, for pertinent fund sources.

The TIP must include, at a minimum, four prioritized years of programming. Once adopted, the program is required to be updated at least once every two years. The program must be prepared in consultation with all interest groups and will include reasonable opportunity for public comment. METRO relies upon AMBAG to meet requirements for publishing and circulating the annual program of projects which use FTA funding.

- Air Quality and Conformity

AMBAG, in cooperation with the air district (Monterey Bay Air Resources District), has developed, adopted, and will maintain the appropriate State Implementation Program (SIP) Transportation Conformity Procedures. AMBAG shall be responsible for making conformity findings and obtaining Federal approval of the findings in a timely manner in order to prevent the potential for interruption in project delivery.

- Public Participation/Environmental Justice

AMBAG and METRO agree to implement a public participation program as required by 23 USC 134 and 23 CFR 450.316(b)(1) and 450.212. MPO and METRO agree to work cooperatively to implement AMBAG's public participation process for programming funds in the TIP and the MTP for Federally funded and/or regionally significant projects. AMBAG's public involvement activities and public notices for the MTIP will satisfy the program of projects requirement of the FTA's Urbanized Area Formula Program.

METRO will rely on its own public participation efforts for specific METRO projects, including but not limited to, service planning and project development.

In addition to outreach efforts to include low income and minority stakeholders in the planning, programming and project development process, AMBAG and METRO will meet as necessary to discuss environmental justice and its consistent application in the transportation planning and programming process in the region.

A Title VI Plan and Title VI compliance are conditions all MPOs in California must adhere to as recipients of Federal funds from the United States Department of Transportation (DOT). As a recipient of such funds from DOT, AMBAG staff is authorized to ensure compliance with provisions of this policy and with the law, and acknowledges its responsibility for initiating and monitoring Title VI activities. As a recipient of Federal funds, METRO is required by the FTA to comply with Title VI and maintains its own Title VI Program.

- Partnership/Coordination  
MPO, in cooperation with METRO, will be responsible for carrying out the Metropolitan Transportation Planning process.
- Fund Administration  
AMBAG administers FHWA PL, FTA and other Federal planning funds, while METRO receives and administers Federal funds allocated to transit operators by FTA.

#### **IV. FINANCIAL CONSIDERATIONS**

There is no financial impact to executing the MOU between the two agencies. However, as this is a requirement of FTA, non-compliance could put federal funding at risk.

#### **V. ALTERNATIVES CONSIDERED**

There is no alternative to meeting the requirements of the FY16 Triennial Review.

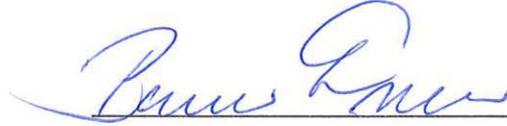
#### **VI. ATTACHMENTS**

**Attachment A:** MOU with AMBAG establishing the transportation planning and programming relationship between the two agencies

Prepared by: Barrow Emerson, Planning and Development  
Manager

**VII. APPROVALS**

Barrow Emerson, Planning  
And Development Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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# Attachment A

## Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by the Association of Monterey Bay Area Governments (AMBAG), hereinafter referred to as the Metropolitan Planning Organization (MPO) and Santa Cruz Metropolitan Transit District (METRO), hereinafter referred to as **METRO** which are recognized under the following provisions:

- (a) Metropolitan Planning Organization (**MPO**) as recognized under Section 134 of the Fixing America's Surface Transportation Act (FAST), Title 23 of the United States Code (23 USC 134), and Section 450.110 of the Code of Federal Regulations (23 CFR 450.104);
- (b) **METRO** as recognized under Section 450.312(a) of the Code of Federal Regulations (FHWA 23 CFR 450 and FTA 49 CFR 613).

It is the purpose of this agreement to identify and define the process by which the **MPO** and **METRO** intend to implement the following requirements of State and Federal law.

This MOU supersedes the previous MOU and is intended to serve as a statement of the transportation planning and programming relationship among the undersigned parties.

This document establishes no obligation, nor contractual duty, on any party, nor does it contain any exchange of promises.

### **Chapter 1.**

#### **Basis for Organization and Boundaries**

##### **1.1 Basis for Organization:**

The Association of Monterey Bay Area Governments (AMBAG), acting as the Metropolitan Planning Organization (MPO) for Monterey, San Benito, and Santa Cruz Counties, is a Joint Powers Agency pursuant to Title I, Division 7, Chapter 5 of the California Government Code, Section 6500 et. seq.

Pursuant to the Santa Cruz Metropolitan Transit District Act of commencing with Part 10 Section 98000 to Division 10 of the California Public Utilities Code, Santa Cruz Metropolitan Transit District (METRO) is a Transit District, as the designated agency responsible for providing public transportation in Santa Cruz County.

##### **1.2 Ability to Contract and Receive Grants:**

Under the terms of its Joint Powers Agreement, **MPO** is empowered to make and enter into contracts in its own name and to accept grants, gifts, donations and other monies to carry out its purposes and functions set forth in Article I, Section 2 of its Joint Powers Agreement.

# Attachment A

**METRO** is authorized under California AB 644 to make and enter into contracts in their own name and to accept grants, gifts, donations and other monies to carry out their purpose and functions.

## 1.3 Federal Metropolitan Planning Area Boundaries:

By agreement between the Governor and **MPO**, the Metropolitan Planning Area boundaries for purposes of 23 U.S.C. Section 134 is three counties (Monterey, San Benito and Santa Cruz).

## Chapter 2. Planning

### 2.1 State and Federal Long Range Transportation Plan:

To comply with 23 U.S.C. 134, 23 CFR 450.322, **MPO** will prepare a Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS), pursuant to federal regulations and the California Transportation Commission's (CTC) Regional Transportation Plan Guidelines. The MTP/SCS coordinates land use patterns and transportation investments with the objective of developing an integrated, multimodal transportation system. The MTP/SCS will be developed with the full cooperation and participation of all affected or interested agencies, including Caltrans, public transportation service providers, air quality agencies, the public and the private sector. The MTP/SCS must be financially constrained, have a minimum of a 20-year planning horizon, a required schedule to update and in a nonattainment or maintenance area, the MTP/SCS must conform to the State Implementation Plan (SIP) for Air Quality. **MPO** will submit its MTP/SCS to the Federal Highway Administration and Federal Transit Administration for review and approval of its conformity finding.

### 2.2 Short-Range Transit Plan:

In accordance with Federal Transit Administration (FTA) guidance, **METRO** may prepare a five (5) year short-range transit plan to support financial and operational decision making in transit planning and/or programming. In the development of SRTPs, **METRO** will provide a draft list of projects for FTA funding. The list shall:

- a) Identify and describe the scope of the specific projects and services, which address ongoing and increased transit demands. These projects and services are to include American with Disabilities Act (ADA) and Transportation Control Measures (TCMs) projects with sufficient detail (design, concept and scope) to permit air quality conformity analyses to be performed by **MPO**.
- b) Provide qualitative and/or quantitative analyses illustrating how the project addresses transit needs.

# Attachment A

- c) Identify the amount and type of federal and non-federal funds required supporting the projects for each year represented in the plan. In addition, the list shall identify anticipated discretionary funding estimates for the Metropolitan Transportation Improvement Program (MTIP).

## 2.3 Unified Planning Work Program/Overall Work Program:

**MPO** will prepare an annual or biennial Unified Planning Work Program/Overall Work Program, hereinafter referred to as the OWP. **METRO** will fully participate in the development and implementation of the OWP, including plans, programs, corridor studies and planning studies. The OWP and the process of its development will be in accordance with the program directions established by Caltrans. The purpose of the OWP is to serve as a work plan to guide and manage the work of MPO and METRO, identify transportation planning activities and products occurring in the region and to act as the general agreement by which Federal and State planning funds will be transferred to MPO and METRO to fund activities and products. The OWP will also include all planning and research activities funded with various federal and state funds.

## **Chapter 3.** **Programming**

### 3.1 Metropolitan Transportation Improvement Program:

Section 134 (MAP-21), Title 23 of the United States Code (23 USC 134) and the Federal Transit Act of 1991, as amended, (49 USC 1607), require that the **MPO**, in cooperation with **Caltrans and METRO** develop a Metropolitan Transportation Improvement Program (TIP) for the area. The METRO project lists will be supported by requisite Programs of Projects (POPs), certified by the **MPO**, for pertinent fund sources. For proposed transit projects, the proposed selection criteria used for the programming of FTA funds within the **MPO's** TIP are as follows: a) project purpose and need; b) anticipated benefits, including safety; c) degree to which project will improve transit availability; d) degree to which a project will improve level of service performance standards; e) air quality benefits; and f) overall cost effectiveness, to include the ability of leveraging other fund sources.

The TIP must include, at a minimum, four prioritized years of programming. Once adopted, the program is required to be updated at least once every two years. The program must be prepared in consultation with all interest groups and will include reasonable opportunity for public comment. METRO relies upon AMBAG to meet requirements for publishing and circulating the annual program of projects which use FTA funding. In an air quality nonattainment or maintenance area, the program is required to meet Federal Air Quality conformity requirements and to be found conforming to the State Implementation Plan (SIP) for Air Quality.

# Attachment A

In implementation of these requirements, **MPO** will submit its TIP and amendments to **Caltrans** on behalf of the Governor for approval. **Caltrans** will prepare a Federal State Transportation Improvement Program (FSTIP) and incorporate into it by reference, approved and conforming MPO TIPs, in nonattainment and maintenance areas.

## **Chapter 4.** **Air Quality and Conformity**

### **4.1 Conformity:**

In accordance with Title 42, Section 176(c)(4)(c) of the Clean Air Act and the final rule on Transportation Conformity (Code of Federal Regulations, Parts 51 and 93, hereafter "the Final Rule"), **MPO**, in cooperation with the air district (Monterey Bay Air Resources District), has developed, adopted, and will maintain the appropriate State Implementation Program (SIP) Transportation Conformity Procedures. The parties will fully participate and carry out their responsibilities as defined in the SIP Transportation Conformity Procedures. **MPO** shall be responsible for making conformity findings and obtaining federal approval of the findings in a timely manner in order to prevent the potential for interruption in project delivery.

MTP/MTIP project lists need to contain at a minimum: a) project location; b) information identifying project concept and scope such that a determination can be made regarding its status as a capacity expansion and/or regional significance; c) fiscal constraint; and d) project timing.

## **Chapter 5.** **Public Participation/Environmental Justice**

### **5.1 Formal Public Participation:**

**MPO** and **METRO** agree to implement a public participation program as required by 23 USC 134 and 23 CFR 450.316(b)(1) and 450.212.

Per federal regulations, a public involvement process in the AMBAG region has been formalized in the 2015 *Public Participation Plan*, which is updated, as needed, by the **MPO**.

**MPO** and **METRO** agree to work cooperatively to implement **MPO**'s public participation process for programming funds in the TIP and the MTP for federally funded and/or regionally significant projects. AMBAG's public involvement activities and public notices for the MTIP will satisfy the program of projects requirement of the FTA's Urbanized Area Formula Program as defined in 49 USC 5307 (C) – (C) (7). The **MPO** will ensure that the proposed program of projects provides for the coordination of public transportation services assisted under Section 5336 of this title with transportation

# Attachment A

services assisted from other United States government sources; consider comment and views received in preparing the final program of projects; and make the final program of projects available to the public.

**METRO** will rely on its own public participation efforts for specific **METRO** projects including but not limited to service planning and project development.

## 5.2 Environmental Justice

In addition to outreach efforts to include low income and minority stakeholders in the planning, programming and project development process, as guided by the MPO Public Participation Plan as mentioned in Section 5.1 above, **MPO** and **METRO** will meet as necessary to discuss environmental justice and its consistent application in the transportation planning and programming process in the region.

## 5.3 Title VI

Pursuant Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987, **MPO** assures that no person shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of or otherwise subjected to discrimination under any agency-sponsored program or activity; nor shall sex, age, or disability stand in the way of fair treatment and respect for all individuals. In addition, **MPO** assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether or not those programs and activities are federally funded.

A Title VI Plan and Title VI compliance are conditions all MPOs in California must adhere to as recipients of federal funds from the United States Department of Transportation (DOT). As a recipient of such funds from DOT, **MPO** staff is authorized to ensure compliance with provisions of this policy and with the law, and acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by of Title 23 Code of Federal Regulation (CFR) 200 and Title 49 CFR 21. As a recipient of federal funds, **METRO** is required by the Federal Transit Administration to comply with Title VI and maintains its own Title VI Program.

## Chapter 6. Partnership/Coordination

### 6.1 **MPO and METRO Role and Responsibilities:**

**MPO**, in cooperation with **METRO**, will be responsible for carrying out the Metropolitan Transportation Planning process. **MPO** will cooperatively develop plans and programs in accordance with the requirements specified in 23 USC 134, 135; 23 CFR

# Attachment A

450.100 through 600; and the Clean Air Act 176(c). **MPO** will prepare special studies as approved by its Board.

**METRO** will develop and submit a list of all projects which obligated federal funds each year as requested by the **MPO**.

## **Chapter 7.** **Fund Administration**

This chapter covers the administration of various planning funds from Federal and State sources to the **MPO** and **METRO**. AMBAG administers FHWA PL, FTA and other federal planning funds METRO receives and administers federal funds allocated to transit operators by FTA

### **7.1 Certification Requirement:**

It is the intent of all parties to resolve issues related to certification under 23 CFR 450 Subpart C as they arise. At the time the final OWP is submitted to Caltrans, **MPO** must certify that the planning process, addressing the major issues facing the area, is being conducted in accordance with all applicable requirements. **Caltrans** will verify the certification and transmit its recommendation to FHWA and FTA. For purposes of certification, **MPO** will establish a process, which includes the following elements:

- (a) Discussion, as part of the prospectus section of the OWP, addressing each of the elements listed in 23 CFR 450.316 and stating how compliance is being carried out; and
- (b) a resolution of the **MPO** Board of Directors making a finding concerning certification to be based upon review of the staff report and recommendation by the Executive Director of **MPO** at the time of adoption of the final OWP.

For purpose of certification, **Caltrans** will:

- (c) work closely with **MPO** to gather documentation throughout the year to support the certification; and
- (d) make a written certification determination that **MPO's** transportation planning process is in conformance with Section 134 of Title 23 U.S.C., Section 8 of the Federal Transit Act (49 U.S.C. app. 1607), Sections 174 and 176(c) and (d) of the Clean Air Act, Title VI of the Civil Rights Act executed under 23 U.S.C. 324 and 29 U.S.C. 794, Section 1003(b) of ISTEA regarding the involvement of disadvantaged business enterprises and the provisions of the Americans with Disabilities Act of 1990; and
- (e) submit its determination to FHWA and FTA at time of OWP approval; and

# Attachment A

- (f) keep on file copies of documents as a basis for determination of certification factors.

## **Chapter 8.** **General Provisions**

### **8.1 Amendment:**

This Memorandum constitutes an understanding, expression of desire for, and a means of accomplishing, the general requirements for a comprehensive transportation planning process in **MPO's** area. Any changes to one or more of the terms and conditions of this MOU shall not be valid unless made in writing and agreed to by all original executed signatory parties prior to change implementation.

### **8.2 Termination:**

The parties understand that the purpose of this MOU is to establish, on the part of all parties, a single transportation planning process to serve the interests of all governmental agencies with Federal and State transportation planning responsibilities in the region per CFR Part 450.310. Any executed signatory party may terminate this understanding upon notice of the others by providing notice at least sixty (60) days prior to the effective date of termination and specifying the effective date of termination.

### **8.3 Review:**

Any party may review this MOU for the purposes of assuring its continuing effectiveness. Results of such review, together with any proposed amendments, shall be submitted in writing for the consideration of the parties hereto.

### **8.4 Remedies:**

Actions inconsistent with the MOU terms or conditions shall be grounds for termination of the MOU by the other original executed signatory parties upon serving appropriate notice to that effect.

IN WITNESS WHEREOF, the parties hereto have caused this 2016 Transportation Planning MOU to be executed by their respective officers, duly authorized:

# Attachment A

APPROVED:

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President  
AMBAG

Date:

APPROVED AS TO FORM:

---

DON FREEMAN  
AMBAG Counsel

APPROVED:

---

Chair  
Santa Cruz METRO

Date:

APPROVED AS TO FORM:



---

LESELYN K. SYREN  
District Counsel  
Santa Cruz METRO



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** April Warnock, Paratransit Superintendent  
**SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A THIRD AMENDMENT TO THE LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 2880 RESEARCH PARK DRIVE IN SOQUEL**

**I. RECOMMENDED ACTION**

**That the Board of Directors Authorize the CEO to execute an Amendment to the Lease with Soquel III Associates, for an additional two years.**

**II. SUMMARY**

- Santa Cruz Metropolitan Transit District (METRO) has an existing lease with Soquel III Associates, a California general partnership, for the lease of real property located at 2880 Research Park Drive in Soquel for the use of our ParaCruz building.
- The current Lease Amendment is set to expire on August 31, 2016, and has one (1) additional option to extend the term of this Lease, for an additional two (2) year period.

**III. DISCUSSION/BACKGROUND**

METRO's ParaCruz Operations and Facilities offices are located at 2880 Research Park Drive in Soquel. METRO began leasing the property from Soquel III Associates, since September 1, 2004. The current lease term is set to expire on August 31, 2016, creating a need for an Amendment to be executed in order to extend the Lease for an additional two (2) years. Soquel III Associates and Santa Cruz METRO have agreed to a two year extension, as set forth in the Second Lease Amendment.

The current monthly rent for the facility is \$13,904.12. This amount includes both the base rent and common area charges. The Lease also provides for CPI increases every year on the successive anniversary date of the Commencement Date of the Lease, which is never less than 2% or more that 6%.

Based on current market value of commercial properties in the area, Soquel III Associates has raised the base rent by 5%, which equates to \$11,880.84 per month.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

Funding in the estimated amount of \$201,350 is budgeted in the FY17 Paratransit Operating budget 3100, within the Facility Lease (512011) account.

#### **V. ALTERNATIVES CONSIDERED**

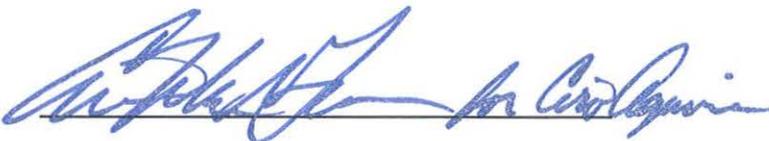
- Relocate ParaCruz to an alternate site - Attempts to identify an alternative commercial property that possesses the parking, office space, and employee accommodations needed by ParaCruz has been unsuccessful.
- Purchase a building for ParaCruz – There is insufficient funding available.
- Combine ParaCruz with an existing METRO facility - METRO currently does not have sufficient space available at any of the other facilities.

#### **VI. ATTACHMENTS**

**Attachment A:** Lease Amendment 3

Prepared By: Jessica Yanez, Legal Administrative Assistant

**VII. APPROVALS:**

Ciro Aguirre, Chief Operations Officer 

Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



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# Attachment A

## LEASE AMENDMENT NUMBER 3 between Soquel III Associates and Santa Cruz Metropolitan Transit District

This Lease Amendment Number 3 is made this \_\_\_\_\_ day of August, 2016 between Soquel III Associates, a California general partnership (hereinafter referred to as "Landlord") and Santa Cruz Metropolitan Transit District, a local public agency (hereinafter referred to as "Tenant"), who agree as follows:

### RECITALS:

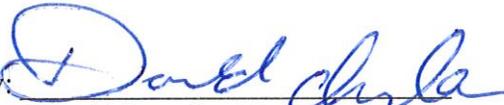
- A. Landlord and Tenant entered into a Lease Agreement, dated for reference August 13, 2004, for the premises known as 2880 Research Park Drive, Suite 160, Soquel, California 95073 (hereinafter referred to as the "Lease").
- B. Landlord and Tenant entered into Lease Amendment Number 1 on March 27, 2009, and Lease Amendment Number 2 on September 1, 2014, for the premises known as 2880 Research Park Drive, Suite 160, Soquel, California, 95073. Lease Amendment Number 2 is set to terminate on August 31, 2016.
- C. Tenant desires to exercise its third option to extend the term of the Lease.

NOW THEREFORE, the parties hereto agree as follows:

- 1. The term of the Lease shall be extended by a two (2) year period to terminate on August 31, 2018.
- 2. Commencing September 1, 2016, Tenants base rent shall be \$11,880.84 per month (\$1.27 sq ft)
- 3. All other terms, conditions, covenants or provisions of the Lease shall remain unchanged.

### LANDLORD:

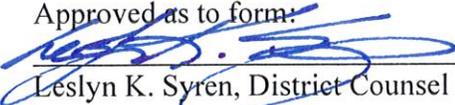
Soquel III Associates,  
a California general partnership

By: 

Donald Imwalle, Manager

Date: Aug 18, 2016

Approved as to form:

  
Leslyn K. Syren, District Counsel

### TENANT:

Santa Cruz Metropolitan Transit,  
a local public agency

By: \_\_\_\_\_

Alex Clifford, CEO/ General Manager

Date: \_\_\_\_\_

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Erron Alvey, Purchasing Manager  
**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO RK & ASSOCIATES, INC. FOR RECONSTRUCTING ADA ACCESSIBLE CONCRETE AREAS AND RELATED SITE WORK NOT TO EXCEED \$252,000**

**I. RECOMMENDED ACTION**

**That the Board of Directors authorize the CEO to execute a contract with RK & Associates, Inc. for Reconstructing ADA Accessible Concrete Areas and Related Site Work in an amount not to exceed \$252,000**

**II. SUMMARY**

- The Santa Cruz Metropolitan Transit District (METRO) currently has a Temporary Occupancy Permit for the Judy K. Souza Operations Facility, but must complete certain modifications to the building in order to obtain its permanent Occupancy Permit.
- A competitive procurement was conducted to solicit bids from qualified firms; only one firm submitted a bid for METRO's review.
- Staff has reviewed the bid and is recommending that the Board of Directors authorize an award and contract with RK & Associates, Inc.

**III. DISCUSSION/BACKGROUND**

In June of 2016, the Board authorized staff to issue an Invitation for Bids for Reconstructing ADA Accessible Concrete Areas and Related Site Work. On July 29, 2016, METRO legally advertised and distributed Invitation for Bids (IFB) No. 16-20 to twenty eight (28) firms and eight (8) Northern California builders' exchanges, posted notice on its website, and sent email notices to all GovDelivery subscribers. Purchasing staff also called all local construction companies directly to offer a copy of the IFB and a job walk. A majority of contractor firms contacted indicated their schedules were full (8-10 weeks out) and that they did not need this work, so they would not be bidding. On August 18, 2016, bids were received and opened from one (1) firm. Purchasing and Maintenance staff reviewed the submitted bid. RK & Associates, Inc. from Union City has been determined to be the lowest responsible bidder, whose bid is responsive to all the requirements of the IFB.

Staff recommends that the Board of Directors award the contract to RK & Associates, Inc. and authorize the CEO to execute a contract on behalf of

METRO with RK & Associates, Inc. for Reconstructing ADA Accessible Concrete Areas and Related Site Work in an amount not to exceed \$252,000. Contractor will provide all equipment and materials meeting all METRO's specifications and requirements of the contract. Erron Alvey, Purchasing Manager, will serve as the Contract Administrator and will ensure contract compliance.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

The value of the contract is \$252,000. Funds to support this contract are included in the MetroBase Phase II Life of Project Budget.

#### **V. ALTERNATIVES CONSIDERED**

- The Board could direct staff to re-bid this item for greater competition. This alternative is not recommended as METRO has a deadline from the City of Santa Cruz to meet in order to obtain the final Occupancy Permit needed. If this was re-bid, the deadline could not be met.

#### **VI. ATTACHMENTS**

**Attachment A:** Contract with RK & Associates, Inc

**Attachment B:** MetroBase Life of Project Budget as of June 24, 2016

**Note: A full copy of the Contract is available on request.**

Prepared by: Erron Alvey, Purchasing Manager

**VII. APPROVALS:**

Erron Alvey, Purchasing Manager

A handwritten signature in blue ink, appearing to read "Erron Alvey", written over a horizontal line.

Approved as to form:  
Leslyn K. Syren, District Counsel

A handwritten signature in blue ink, appearing to read "Leslyn K. Syren", written over a horizontal line.

Approved as to fiscal impact:  
Angela Aitken, Finance Manager

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Alex Clifford, CEO/General Manager

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# Attachment A

## **CONTRACT FOR RECONSTRUCTING ADA ACCESSIBLE CONCRETE AREAS AND RELATED SITE WORK No. 16-20**

THIS CONTRACT is made effective on August 26, 2016 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (“Santa Cruz METRO”), a political subdivision of the State of California, and RK & ASSOCIATES, INC. (“Contractor”).

### **1. RECITALS**

#### 1.01 Santa Cruz METRO’s Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

#### 1.02 Santa Cruz METRO’s Need for Reconstructing ADA Accessible Concrete Areas and Related Site Work

Santa Cruz METRO requires Reconstructing ADA Accessible Concrete Areas and Related Site Work. In order to obtain said Reconstructing ADA Accessible Concrete Areas and Related Site Work, Santa Cruz METRO issued an Invitation for Bids, dated July 29, 2016, setting forth specifications for Reconstructing ADA Accessible Concrete Areas and Related Site Work. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

#### 1.03 Contractor’s Bid Form

Contractor is a licensed general contractor desired by Santa Cruz METRO and whose principal place of business is 29516 Union City Boulevard, Union City, California 94587. Pursuant to the Invitation for Bids issued by Santa Cruz METRO, Contractor submitted a bid for Provision of said Reconstructing ADA Accessible Concrete Areas and Related Site Work, which is attached hereto and incorporated herein by reference as Exhibit B.

#### 1.04 Selection of Contractor and Intent of Contract

On August 19, 2016, Santa Cruz METRO selected Contractor as the lowest responsive, responsible bidder to provide said Reconstructing ADA Accessible Concrete Areas and Related Site Work, located at 1200 River Street, Santa Cruz, California 95060. The purpose of this Contract is to set forth the provisions of this procurement.

#### 1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms “Contractor” and “supplier” are synonymous.

Santa Cruz METRO and Contractor agree as follows:

### **2. INCORPORATED DOCUMENTS AND APPLICABLE LAW**

#### 2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties’ Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Part III, Section 13.14 of the General Conditions of the Contract.

# Attachment A

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 16-20" dated July 29, 2016.

b) Exhibit B (Bid Form)

Contractor's submitted bid to Santa Cruz METRO for Reconstructing ADA Accessible Concrete Areas and Related Site Work as signed by Contractor.

## 2.02 Conflicts

In the event of conflict between requirements contained in different components of the Contract Documents, provisions set forth in Part VI (FTA Requirements for Construction Contracts) shall prevail over all other provisions. Provisions set forth in Parts I (Instructions to Bidders), III (General Conditions of the Contract) and V (Sample Contract) shall prevail over all remaining Contract Documents. In resolving other conflicting requirements among the Contract Documents, the order of precedence shall be as follows: 1. Change Orders, 2. Addenda or Letters of Clarification, 3. Part IV (Special Conditions of the Contract), and 4. Part VII (Construction Specifications).

## 2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

## 3. TIME OF PERFORMANCE

### 3.01 General

The work under this Contract shall be completed within **42** calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, subsection 11.13 of the General Conditions to the Contract or terminated pursuant to Part III, Section 2.

### 3.02 Term

The term of this Contract shall commence upon the execution of the Contract by Santa Cruz METRO. Issuance of a Notice to Proceed shall remain in force until Final Acceptance as provided by Part VII, Section 6.3 of this Contract.

### 3.03 Acceptance of Terms

Execution of this document shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Instructions to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications for Work and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract.

## 4. SCOPE OF WORK

4.01 Contractor shall furnish Santa Cruz METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bids (IFB) No. 16-20 dated July 29, 2016 for Reconstructing ADA Accessible Concrete Areas and Related Site Work. The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

# Attachment A

- 4.02 Contractor and Santa Cruz METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of Santa Cruz METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the Contract Documents.

## 5. COMPENSATION

### 5.01 Terms of Payment

Upon written acceptance, Santa Cruz METRO agrees to pay Contractor Two Hundred Fifty Two Thousand Dollars as identified in the Bid Form, Exhibit B, not to exceed \$252,000, for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this Contract, under the terms and provisions of this Contract within thirty (30) days thereof. Contractor understands and agrees that if they exceed the \$252,000 maximum amount payable under this Contract, they do so at their own risk.

### 5.02 Release of Claims

Payment by Santa Cruz METRO of undisputed contract amounts is contingent upon Contractor furnishing Santa Cruz METRO with a Release of All Claims against Santa Cruz METRO arising by virtue of the part of the Contract related to those amounts.

### 5.03 Retention of progress payments

Santa Cruz METRO will retain five (5%) percent of the contract price from each progress payment made pursuant to the Contract through the completion of the Contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount, within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, Contractor may substitute a deposit of securities in lieu of Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed, Santa Cruz METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

### 5.04 Change in Contract Price

#### 5.04.01 General

- A. The Contract price constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor to perform the work shall be at Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Contract Administrator promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request, and shall state the general nature of the request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Contract Administrator allows

# Attachment A

an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.

- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
  - 1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
  - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
  - 3. On the basis of the cost of work (determined as provided in Articles 5.04.02 and 5.04.03) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04).

## 5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by Santa Cruz METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by Contractor, a subcontractor, or other forces, will be the sum of the following:
  - 1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Contract Administrator that the services of foremen do not constitute a part of the overhead allowance.
  - 2. There will be added to the actual wages, as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
  - 3. The amount paid for subsistence and travel required by collective bargaining agreements.
  - 4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02 B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.

# Attachment A

- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to Santa Cruz METRO notwithstanding the fact that such discounts may not have been taken by Contractor.
  2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Contract Administrator. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
  3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
  4. If, in the opinion of the Contract Administrator, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. Santa Cruz METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to Santa Cruz METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Contract Administrator will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Contract Administrator in the establishment of the rental rate.
1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02 B.
  2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
  3. Before construction equipment is used on the extra work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Contract Administrator, in duplicate, a description of the equipment and its identifying number.
  4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

# Attachment A

5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

E. Owner-Operated Equipment: When owner-operated equipment is used to perform work and is to be paid for as extra work, Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02 D, "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02 B, "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."

F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor-caused delays.

G. Cost of Work Documentation: The Contractor shall furnish the Contract Administrator Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by Contractor, subcontractor, or other forces. Santa Cruz METRO will provide the Daily Extra Work Report forms to Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

# Attachment A

The Contract Administrator will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Contract Administrator when extra work will begin so that the Santa Cruz METRO inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact the Contractor's ability to receive proper compensation.

## 5.04.03 Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry. The following may be considered by the Contract Administrator in making estimates for payment for special services:

- A. When the Contract Administrator and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Contract Administrator, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04 herein, a single allowance of ten (10) percent will be added to invoices for special services.

## 5.04.04 Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Contract Administrator, plus allowances for overhead and profit, which allowances shall constitute the "Contractor's Fee," except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02 B, C, D, and E herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Necessary Cost	Overhead and Profit Allowance
Labor .....	33 percent
Materials.....	15 percent
Equipment .....	15 percent

# Attachment A

- B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04.04 shall only be applied to the labor, materials, and equipment costs of the subcontractors, to which the Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 5 percent increase above the subcontractor's total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

## 5.04.05 Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01 B.1 through Article 5.05.01 B.3 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when Santa Cruz METRO-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01 B.4 through Article 5.05.01 B.5.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.F and Section 8-1.09 of the State Specifications.

## 5.05 Change of Contract Time

### 5.05.01 General

- A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Contract Administrator promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request, and shall state the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Contract Administrator allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when Santa Cruz METRO-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Contract Administrator determines that a time extension is not justified.

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Contract Administrator. Such delays shall include:

1. Changes.

# Attachment A

2. Failure of Santa Cruz METRO to furnish access, right of way, completed facilities of related projects, drawings, materials, equipment, or services for which Santa Cruz METRO is responsible.
3. Survey error by Santa Cruz METRO.
4. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, other force majeure events, and excusable inclement weather. A force majeure event includes an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.
5. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

## 5.05.02 Extensions of Time for Delay Due to Excusable Inclement Weather

- A. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01 B.5, as the Contractor is specifically required under the Special Provisions to suspend construction operations, or as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
- B. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- C. The Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather specified in the Article titled "Excusable Inclement Weather Delays," of the Special Provisions. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.

## 5.06 Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify Santa Cruz METRO in writing of any:

- A. Material that Contractor believes may be a regulated material which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

# Attachment A

- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Santa Cruz METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, Santa Cruz METRO will issue a change order under the procedures described in this Contract. For regulated materials, Santa Cruz METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between Santa Cruz METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## 5.07 Waivers and Releases

Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2). Santa Cruz METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. If Santa Cruz METRO fails to make such payments in a timely manner, Santa Cruz METRO shall pay interest to Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "progress payment" includes all payments due Contractor, except that portion of the final payment designated by the Contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven days after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to Santa Cruz METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which Santa Cruz METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by Santa Cruz METRO's financial officer.

## 6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand, or three (3) days after posting, if sent by registered mail, return receipt requested, to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO

Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060

Attention: Alex Clifford, CEO/General Manager

# Attachment A

## CONTRACTOR

AK & Associates, Inc.  
29516 Union City Boulevard  
Union City, CA 94587

Attention: Reza Khorami, President

## 7. ENTIRE AGREEMENT

7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

## 8. ACCEPTANCE OF ELECTRONIC SIGNATURES AND COUNTERPARTS

The parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is delivered by scanned image as an attachment to electronic mail. Such scanned signature must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

## 9. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

# Attachment A

Signed on \_\_\_\_\_

Santa Cruz METRO –  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

\_\_\_\_\_

Contractor –  
RK & ASSOCIATES, INC.

Reza Khorami, President

 \_\_\_\_\_

Approved as to Form:

Leslyn Syren, District Counsel

 \_\_\_\_\_

# Attachment B

Attachment B Metrobase Phase II (Operations Building) Life of Project Budget

6/24/2016

Construction Contract	1/22/16 Rev Budget	5/13/16 Budget Amend	Resulting Budget
Lewis C. Nelson and Sons Inc. Prime Construction Contract	\$13,572,000.00		\$13,572,000.00
Construction Contract Contingency	\$2,127,844.20		\$2,271,558.20
<b>Security cameras conduit (Cal OES funding)</b>	\$56,000.00	(\$384.00)	
Security fencing (Cal OES funding)	\$45,929.00		
<b>Security gates (Cal OES funding)</b>	\$30,000.00	(\$22,582.00)	
Building access control (Cal OES funding)	\$15,000.00		
<b>Radio tower &amp; equipment relocation (Cal OES funding)</b>	\$50,000.00	(\$30,249.00)	

SC Metro Project Management	1/22/16 Rev Budget	6/24/16 Budget Amend	Resulting Budget
Project Manager Budget FY13& FY14	\$194,234.00		\$194,234.00
Administrative Specialist Budget FY13& FY14	\$160,438.00		\$160,438.00
PM and Admin Specialist FY15 Applied to Other expenses 10/15	\$278,362.00		\$278,362.00
<b>Administrative Assistant</b>	<b>\$20,000.00</b>	<b>(\$10,253.00)</b>	<b>\$9,747.00</b>
<b>Inside Document Control Services</b>	<b>\$0.00</b>	<b>\$10,000.00</b>	<b>\$10,000.00</b>

Consultant Costs	1/22/16 Rev Budget	6/24/16 Budget Amend	Resulting Budget
#15-04 Hill International, Inc:	\$2,975,382.00	\$385,000.00	\$3,360,382.00
Claims Services - Hill Intl	\$100,000.00	(\$100,000.00)	\$0.00
#12-34 TRC Const Mgmt Applied to Other expenses 10/15	\$1,378,383.00		\$1,378,383.00
<b>RNL Design Original contract 03-2012</b>	<b>\$1,814,977.00</b>	<b>\$50,000.00</b>	<b>\$1,864,977.00</b>
<b>Contingency 10% -A&amp;E</b>	<b>\$150,000.00</b>	<b>(\$50,000.00)</b>	<b>\$100,000.00</b>
Contingency 10% - PMC	\$0.00		
Contracted professional services	\$150,000.00		\$150,000.00

Additional Costs and Services	1/22/16 Rev Budget	6/24/16 Budget Amend	Resulting Budget
<b>4VSW's hired 3/4/13 –through 2016</b>	<b>\$1,000,000.00</b>	<b>(\$225,000.00)</b>	<b>\$775,000.00</b>
Dubois temporary facility and related ongoing costs	\$1,200,000.00		\$1,200,000.00
Dubois property remediation after move out	\$100,000.00		\$100,000.00
Harvey West Security	\$70,254.00		\$70,254.00
Furniture and cubicles for new facility	\$150,000.00		\$150,000.00
<b>Inside and outside counsel expenses</b>	<b>\$150,000.00</b>	<b>\$225,000.00</b>	<b>\$375,000.00</b>
Land mobile radio tower & equipment relocation	\$100,000.00		\$100,000.00
Security cameras	\$172,000.00		\$172,000.00
Security anti-climb panels for back fencing	\$45,864.00		\$45,864.00
<b>Access Control System (CalOES)</b>	<b>\$0.00</b>	<b>\$150,000.00</b>	<b>\$150,000.00</b>
<b>Secure Mechanical Platform Enclosure (CalOES)</b>	<b>\$0.00</b>	<b>\$60,000.00</b>	<b>\$60,000.00</b>
<b>ADA Accessibility Corrections</b>	<b>\$0.00</b>	<b>\$225,000.00</b>	<b>\$225,000.00</b>
<b>Additional Bollards on Parking Deck</b>	<b>\$0.00</b>	<b>\$36,500.00</b>	<b>\$36,500.00</b>
<b>LED light conversion</b>	<b>\$45,000.00</b>	<b>(\$45,000.00)</b>	<b>\$0.00</b>
Procore software	\$30,000.00		\$30,000.00
Other project expenses	\$229,857.00		\$229,857.00

<b>Life of Project Total</b>	<b>6/24/2016</b>	<b>\$27,082,425</b>
	<b>1/22/2015 Budget</b>	<b>\$26,411,524</b>
	<b>Difference</b>	<b>\$670,901</b>

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THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

To

**LES D. BECK**  
**BUS OPERATOR**

**FOR THE COMPLETION OF 20 YEARS OF SERVICE  
BETWEEN 1996 AND 2016**

**GIVEN THIS 26<sup>TH</sup> DAY OF AUGUST 2016**

**CHAIR, BOARD OF DIRECTORS**

**CEO / GENERAL MANAGER**



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

To

**PEDRO GUTIERREZ**  
**BUS OPERATOR**

**FOR THE COMPLETION OF 10 YEARS OF SERVICE  
BETWEEN 2006 AND 2016**

**GIVEN THIS 26<sup>TH</sup> DAY OF AUGUST 2016**

  
\_\_\_\_\_  
CHAIR, BOARD OF DIRECTORS

  
\_\_\_\_\_  
CEO / GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

To

## OSCAR HERRERA

### BUS OPERATOR

FOR THE COMPLETION OF 10 YEARS OF SERVICE  
BETWEEN 2006 AND 2016

GIVEN THIS 26<sup>TH</sup> DAY OF AUGUST 2016

CHAIR, BOARD OF DIRECTORS

CEO / GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

TO

**ESTEVAN RUIZ**  
**BUS OPERATOR**

**FOR THE COMPLETION OF 10 YEARS OF SERVICE  
BETWEEN 2006 AND 2016**

**GIVEN THIS 26<sup>TH</sup> DAY OF AUGUST 2016**

CHAIR, BOARD OF DIRECTORS

CEO/GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

To

**SALVADOR TOLENTINO**  
**CUSTODIAL SERVICE WORKER I**

**FOR THE COMPLETION OF 15 YEARS OF SERVICE**  
**BETWEEN 2001 AND 2016**

**GIVEN THIS 26<sup>TH</sup> DAY OF AUGUST 2016**

CHAIR, BOARD OF DIRECTORS

CEO/GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

To

## SHARON D. TOLINE

### SAFETY AND TRAINING COORDINATOR

FOR THE COMPLETION OF 20 YEARS OF SERVICE  
BETWEEN 1996 AND 2016

GIVEN THIS 26<sup>TH</sup> DAY OF AUGUST 2016

CHAIR, BOARD OF DIRECTORS

CEO / GENERAL MANAGER

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Erron Alvey**

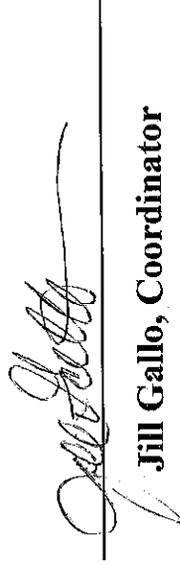
has successfully completed our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



Scott Johnson, Director



Jill Gallo, Coordinator

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

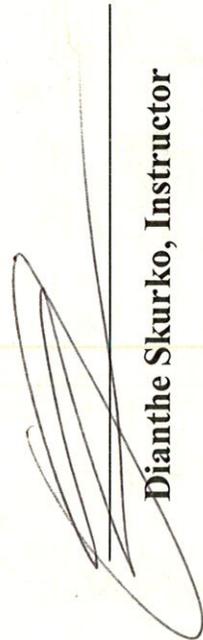
acknowledges that

**Rhiannon Axton**

has successfully completed our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



\_\_\_\_\_

**Dianthe Skurko, Instructor**



\_\_\_\_\_

**Scott Johnson, Director**

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Barrow Emerson**

has successfully completed the following classes in our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Being a Great Supervisor – 1/13/2016

Creating a Climate of Trust – 1/27/2016

Setting Expectations – 2/3/2016

Motivating Others – 2/17/2016

Making Decisions that Stick – 3/30/2016

Setting Performance Expectations – 4/27/2016



**Dianthe Skurko, Instructor**



**Scott Johnson, Director**

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Harlan Glatt**

has successfully completed the following classes in our Spring 2016

## **Supervisory Academy at Santa Cruz Metro**

Being a Great Supervisor – 1/13/2016

Creating a Climate of Trust – 1/27/2016

Setting Expectations – 2/3/2016

Motivating Others – 2/17/2016

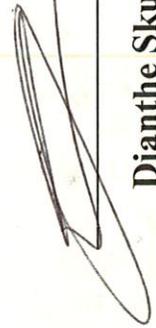
Managing Workplace Conflict – 3/2/2016

Managing Time and Priorities – 3/16/2016

Setting Performance Expectations – 4/27/2016

Business Writing Essentials – 5/11/2016

Business Report Essentials – 5/25/2016



**Dianthe Skurko, Instructor**



**Scott Johnson, Director**

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

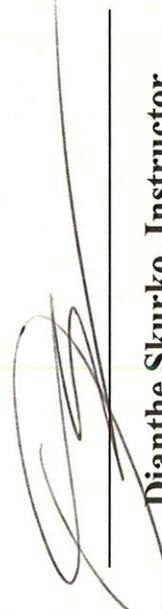
acknowledges that

**Anna Marie Gouveia**

has successfully completed our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



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Dianthe Skurko, Instructor



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Scott Johnson, Director

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Isaac Holly**

has successfully completed our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



Dianthe Skurko, Instructor



Scott Johnson, Director

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Gillian McGlaze**

has successfully completed the following classes in our Spring 2016

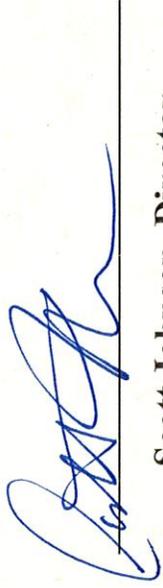
**Supervisory Academy at Santa Cruz Metro**

Being a Great Supervisor – 1/13/2016

Creating a Climate of Trust – 1/27/2016

Setting Expectations – 2/3/2016

Motivating Others – 2/17/2016



Scott Johnson, Director



Dianthe Skurko, Instructor

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

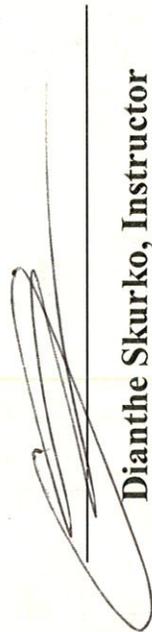
acknowledges that

**Shawn O'Donnell**

has successfully completed our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



\_\_\_\_\_

Dianthe Skurko, Instructor



\_\_\_\_\_

Scott Johnson, Director

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Peter Pena**

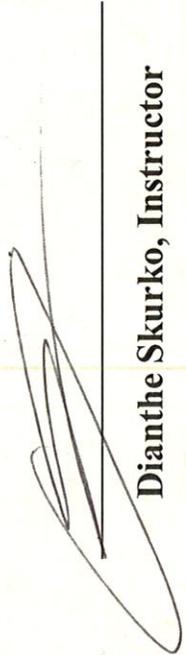
has successfully completed our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



**Scott Johnson, Director**



**Dianthe Skurko, Instructor**

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

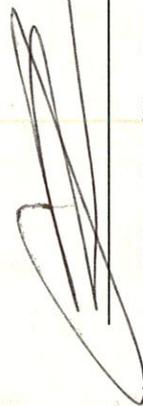
acknowledges that

**Matthew Pyka**

has successfully completed our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



Dianthe Skurko, Instructor



Scott Johnson, Director

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Will Regan**

has successfully completed the following classes in our Spring 2016

## Supervisory Academy at Santa Cruz Metro

Being a Great Supervisor – 1/13/2016

Creating a Climate of Trust – 1/27/2016

Setting Expectations – 2/3/2016

Motivating Others – 2/17/2016

Managing Workplace Conflict – 3/2/2016

Making Decisions that Stick – 3/30/2016

Communicating Across Cultures – 4/13/2016

Setting Performance Expectations – 4/27/2016

Business Writing Essentials – 5/11/2016

Business Report Essentials – 5/25/2016



Dianthe Skurko, Instructor



Scott Johnson, Director

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Bruce Rhodes**

has successfully completed our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



\_\_\_\_\_

Dianthe Skurko, Instructor



\_\_\_\_\_

Scott Johnson, Director

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Freddy Rocha**

has successfully completed the following classes in our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Being a Great Supervisor – 1/13/2016

Creating a Climate of Trust – 1/27/2016

Motivating Others – 2/17/2016

Managing Workplace Conflict – 3/2/2016

Managing Time and Priorities – 3/16/2016

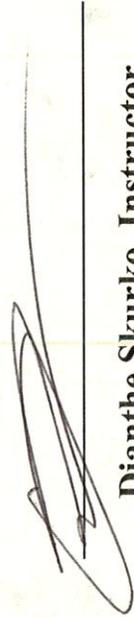
Making Decisions that Stick – 3/30/2016

Communicating Across Cultures – 4/13/2016

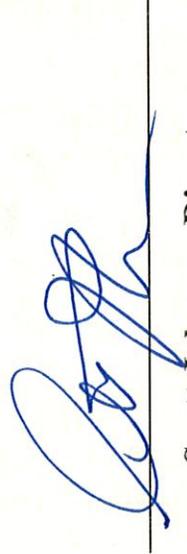
Setting Performance Expectations – 4/27/2016

Business Writing Essentials – 5/11/2016

Business Report Essentials – 5/25/2016



**Dianthe Skurko, Instructor**



**Scott Johnson, Director**

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

acknowledges that

**Suzanne Silva**

has successfully completed our Spring 2016

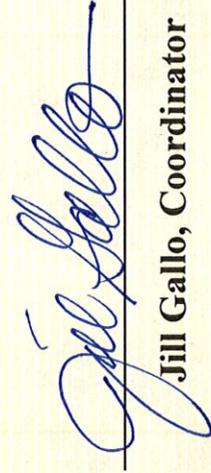
**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



\_\_\_\_\_

Scott Johnson, Director



\_\_\_\_\_

Jill Gallo, Coordinator

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

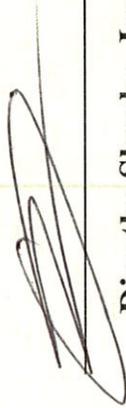
acknowledges that

**Sharon Toline**

has successfully completed our Spring 2016

**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



Dianthe Skurko, Instructor



Scott Johnson, Director

# CERTIFICATE OF COMPLETION

Cabrillo College Extension

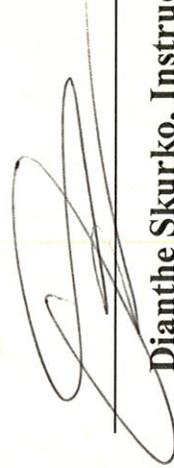
acknowledges that

**Elmer Torres**

has successfully completed our Spring 2016

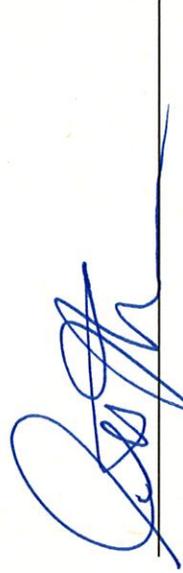
**Supervisory Academy at Santa Cruz Metro**

Offered January 13<sup>th</sup> – May 25<sup>th</sup>



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Dianthe Skurko, Instructor



---

Scott Johnson, Director



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF APPRECIATION FOR THE SERVICES OF OLIVIA DIAZ AS TICKET & PASS PROGRAM SPECIALIST FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**WHEREAS**, the Santa Cruz Metropolitan Transit District (METRO) was formed to provide public transportation to all of the residents of Santa Cruz County, and

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, METRO, requiring an employee with expertise and dedication appointed Olivia Diaz to serve in the position of Ticket & Pass Program Specialist, and

**WHEREAS**, Olivia Diaz served as a member of the Customer Service Department of METRO for the time period of June 14, 1982 to July 16, 2016, and

**WHEREAS**, Olivia Diaz provided METRO with dedicated service and commitment during the time of employment, and

**WHEREAS**, Olivia Diaz served METRO with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Olivia Diaz resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Olivia Diaz's service, METRO expanded service, improved existing and built new operating facilities, converted the fleet to a CNG propulsion system, developed accessible bus stops, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Olivia Diaz.

**NOW, THEREFORE, BE IT RESOLVED**, that upon her retirement as Ticket & Pass Program Specialist, the Board of Directors of METRO does hereby commend Olivia Diaz for her efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Olivia Diaz, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 26<sup>th</sup> Day of August 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:

Mike Rotkin, Chair

---

Attest:

Alex Clifford, CEO/General Manager

---

Approved as to form:

Leslyn K. Syren, District Counsel

---



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF APPRECIATION FOR THE SERVICES OF JOSEPH HYMAN AS FACILITIES MAINTENANCE WORKER II FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**WHEREAS**, the Santa Cruz Metropolitan Transit District (METRO) was formed to provide public transportation to all of the residents of Santa Cruz County, and

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, METRO, requiring an employee with expertise and dedication appointed Joseph Hyman to serve in the position of Facilities Maintenance Worker II, and

**WHEREAS**, Joseph Hyman served as a member of the Facilities Maintenance Department of METRO for the time period of March 1, 1988 to July 15, 2016, and

**WHEREAS**, Joseph Hyman provided METRO with dedicated service and commitment during the time of employment, and

**WHEREAS**, Joseph Hyman served METRO with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Joseph Hyman resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Joseph Hyman's service, METRO expanded service, improved existing and built new operating facilities, converted the fleet to a CNG propulsion system, developed accessible bus stops, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility

for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Joseph Hyman.

**NOW, THEREFORE, BE IT RESOLVED**, that upon his retirement as Facilities Maintenance Worker II, the Board of Directors of METRO does hereby commend Joseph Hyman for his efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Joseph Hyman, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 26<sup>th</sup> Day of August 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:

Mike Rotkin, Chair

---

Attest:

Alex Clifford, CEO/General Manager

---

Approved as to form:

Leslyn K. Syren, District Counsel

---



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF APPRECIATION FOR THE SERVICES OF DARRYL S. JUAN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**WHEREAS**, the Santa Cruz Metropolitan Transit District (METRO) was formed to provide public transportation to all of the residents of Santa Cruz County, and

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, METRO, requiring an employee with expertise and dedication appointed Darryl S. Juan to serve in the position of Bus Operator, and

**WHEREAS**, Darryl S. Juan served as a member of the Operations Department of METRO for the time period of July 22, 1985 to July 23, 2016, and

**WHEREAS**, Darryl S. Juan provided METRO with dedicated service and commitment during the time of employment, and

**WHEREAS**, Darryl S. Juan served METRO with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Darryl S. Juan resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Darryl S. Juan service, METRO expanded service, improved existing and built new operating facilities, converted the fleet to a CNG propulsion system, developed accessible bus stops, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Darryl S. Juan.

**NOW, THEREFORE, BE IT RESOLVED**, that upon his retirement as Bus Operator, the Board of Directors of METRO does hereby commend Darryl S. Juan for his efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Darryl S. Juan, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 26<sup>th</sup> Day of August 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:

Mike Rotkin, Chair

---

Attest:

Alex Clifford, CEO/General Manager

---

Approved as to form:

Leslyn K. Syren, District Counsel

---



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF APPRECIATION FOR THE SERVICES OF MANUEL MARTINEZ AS TRANSIT SUPERVISOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**WHEREAS**, the Santa Cruz Metropolitan Transit District (METRO) was formed to provide public transportation to all of the residents of Santa Cruz County, and

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, METRO, requiring an employee with expertise and dedication appointed Manuel Martinez to serve in the position of Transit Supervisor, and

**WHEREAS**, Manuel Martinez served as a member of the Operations Department of METRO for the time period of July 22, 1985 to July 23, 2016, and

**WHEREAS**, Manuel Martinez provided METRO with dedicated service and commitment during the time of employment, and

**WHEREAS**, Manuel Martinez served METRO with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Manuel Martinez resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Manuel Martinez's service, METRO expanded service, improved existing and built new operating facilities, converted the fleet to a CNG propulsion system, developed accessible bus stops, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Manuel Martinez.

**NOW, THEREFORE, BE IT RESOLVED**, that upon his retirement as Transit Supervisor, the Board of Directors of METRO does hereby commend Manuel Martinez for his efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Manuel Martinez, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 26<sup>th</sup> Day of August 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:

Mike Rotkin, Chair

---

Attest:

Alex Clifford, CEO/General Manager

---

Approved as to form:

Leslyn K. Syren, District Counsel

---



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF APPRECIATION FOR THE SERVICES OF PETER MILBURN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**WHEREAS**, the Santa Cruz Metropolitan Transit District (METRO) was formed to provide public transportation to all of the residents of Santa Cruz County, and

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, the METRO, requiring an employee with expertise and dedication appointed Peter Milburn to serve in the position of Bus Operator, and

**WHEREAS**, Peter Milburn served as a member of the Operations Department of Metro for the time period of November 18, 1985 to July 8, 2016, and

**WHEREAS**, Peter Milburn provided Metro with dedicated service and commitment during the time of employment, and

**WHEREAS**, Peter Milburn served Metro with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Peter Milburn resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Peter Milburn's service, Metro expanded service, improved existing and built new operating facilities, converted the fleet to a CNG propulsion system, developed accessible bus stops, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Peter Milburn.

**NOW, THEREFORE, BE IT RESOLVED**, that upon his retirement as Bus Operator, the Board of Directors of Metro does hereby commend Peter Milburn for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Peter Milburn, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 26th Day of August, 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:

Mike Rotkin, Chair

---

Attest:

Alex Clifford, CEO/General Manager

---

Approved as to form:

Leslyn K. Syren, District Counsel

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## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF APPRECIATION FOR THE SERVICES OF GUSTAVO MUNGUIA AS UPHOLSTERER II FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**WHEREAS**, the Santa Cruz Metropolitan Transit District (METRO) was formed to provide public transportation to all of the residents of Santa Cruz County, and

**WHEREAS**, the provision of public transportation service requires a competent, dedicated workforce, and

**WHEREAS**, METRO, requiring an employee with expertise and dedication appointed Gustavo Munguia to serve in the position of Upholsterer II, and

**WHEREAS**, Gustavo Munguia served as a member of the Fleet Maintenance Department of METRO for the time period of February 5, 2004 to July 16, 2016, and

**WHEREAS**, Gustavo Munguia provided METRO with dedicated service and commitment during the time of employment, and

**WHEREAS**, Gustavo Munguia served METRO with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Gustavo Munguia resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Gustavo Munguia's service, METRO expanded service, improved existing and built new operating facilities, converted the fleet to a CNG propulsion system, developed accessible bus stops, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Gustavo Munguia.

**NOW, THEREFORE, BE IT RESOLVED**, that upon his retirement as Upholsterer II, the Board of Directors of METRO does hereby commend Gustavo Munguia for his efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution will be presented to Gustavo Munguia, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 26<sup>th</sup> Day of August 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:  
Mike Rotkin, Chair

---

Attest:  
Alex Clifford, CEO/General Manager

---

Approved as to form:  
Leslyn K. Syren, District Counsel

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VERBAL PRESENTATION ONLY

ORAL RECOGNITION OF  
LEADERSHIP SANTA CRUZ  
CLASS #31

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO/General Manager  
**SUBJECT: LIABILITY AND PHYSICAL DAMAGE CLAIMS SERVICES**

## **I. RECOMMENDED ACTION**

**That the Board of Directors approve entering into a three-year Service Agreement with the California Transit Systems Joint Powers Authority (CalTIP) and York Risk Services Group, Inc., with an additional three-year option, for certain services in connection with the duties & responsibilities of administering liability and auto physical damage claims.**

## **II. SUMMARY**

- Claims administration has been handled now for some time by Santa Cruz Metropolitan Transit District's (METRO) Safety, Security and Risk Manager.
- METRO's Safety, Security and Risk Manager recently resigned.
- In the interim, METRO has attempted to hire a temporary Claims Manager to assist with the claims oversight. Unfortunately, no qualified candidates have been found.
- METRO has learned that many of the small to mid-size transit agencies who are CalTIP members use the Program Level 1 claims administration services available through CalTIP.
- Three of METRO's California "peer properties" contract with CalTIP for "Program 1" level claims administration.
- The CEO requests that the Board approve a Service Agreement with CalTIP/York for Program Level 1 claims administration.

## **III. DISCUSSION/BACKGROUND**

Santa Cruz Metropolitan Transit District (METRO) is in need of claims administration services. The special expertise required to perform these services are not currently available within the METRO cadre of personnel and experience.

The Safety, Security and Risk Manager recently resigned. METRO's attempts to secure the professional expertise required to perform this function with a temporary employee has not resulted in a qualified candidate.

METRO has learned that CalTIP has a Program Level 1 option that METRO can exercise in which CalTIP will provide the claims administration services on behalf

of METRO. Upon further research, METRO has learned that three of its California peer properties also use CalTIP for claims administration, including Monterey – Salinas Transit (MST).

If the METRO Board approves this request, METRO will continue to receive daily accident and incident “Occurrence Reports” and log all such reports. METRO will continue to follow through with such accidents and incidents through receipt of the Supervisor’s Report. All accidents and incidents that result in a claim will continue to be provided to the Board for timely rejection within 45 days after the claim has been presented. Under the CalTIP Program Level 1, CalTIP will administer all such accidents and incidents that result in a claim, especially if there is risk of exceeding METRO’s Self Insured Retention (SIR), and set the Reserves for all such claims.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

The Annual Administration fee is \$500. There will be an hourly rate for services rendered. In FY17 the regular hourly rate is \$92.85. A full list of the service rates can be found on page three of the attached Service Agreement.

Like the position title implies, METRO’s Safety, Security and Risk Manager performed and oversaw all three of these major functions. However, METRO has not separately tracked the hours dedicated by the Manager to perform the function of claims administration. Therefore, it will be difficult at this time to provide the Board an estimated annual cost. However, if after the first year with CalTIP, METRO performs a cost/benefit analysis that reflects it to be more cost effective to perform claims administration in-house, METRO staff will discuss with the Board the option of exercising the Termination for Convenience clause in the Service Agreement.

#### **V. ALTERNATIVES CONSIDERED**

- Do not act on this recommendation and instead continue to seek a Temporary Claims Administrator / Analyst. This Alternative is not recommended as this function is critical to protecting METRO from exposure to risk claims.

#### **VI. ATTACHMENTS**

**Attachment A:** Service Agreement

Prepared By: Alex Clifford, CEO  
Leslyn Syren, District Counsel  
Debbie Kinslow, Assistant Finance Manager

APPROVALS:

Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



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# Attachment A

## SERVICE AGREEMENT

**THIS AGREEMENT**, entered into as of May 1, 2016, by and between **CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY (CalTIP)** hereinafter called "AUTHORITY" and **YORK RISK SERVICES GROUP, INC.**, a corporation organized under the laws of the State of New York and having its principal place of business at One Pond Road, Bldg. F, 4<sup>th</sup> Floor, Parsippany, New Jersey 07054, hereinafter called "CONTRACTOR," for certain services in connection with the duties and responsibility of administering liability and auto physical damage claims.

### WITNESSETH

WHEREAS, Government Code Section 53060 authorizes public agencies to contract with specially trained, experienced, and competent persons for the furnishing to said agencies of special services and/or advice in financial, economic, accounting, engineering, legal or administrative matters and to pay said persons for said services and/or advice; and

WHEREAS, the CONTRACTOR is a claims administrative firm experienced in the handling of public entity liability claims and auto physical damage claims; and

WHEREAS, the AUTHORITY believes it is in its best interest to operate a self-insured liability program and auto physical damage program, and desires to contract with the CONTRACTOR for the performance of services to these programs, as described herein; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the AUTHORITY and CONTRACTOR mutually understand and agree as follows:

1. GENERAL.

(A) CONTRACTOR shall:

- (1) Supervise and administer the management of General and Automobile Liability and Automobile Physical Damage claims for AUTHORITY as defined in the Appendix A of this Agreement;
- (2) Represent AUTHORITY in all matters related to management of such claims, including the investigation, adjustment, processing, supervision, and resolution of claims for money damages asserted by third parties against members of the AUTHORITY; and
- (3) Provide to AUTHORITY during the term of this Agreement all of the services more particularly set forth hereinafter.

# Attachment A

(B) AUTHORITY shall:

- (1) Promptly provide CONTRACTOR with such information as CONTRACTOR may require, including, but not limited to, a copy of any applicable coverage documents, including insurance policies and all amendments thereto, incident reports and information related thereto and otherwise cooperate with CONTRACTOR in carrying out CONTRACTOR's tasks hereunder.
- (2) Direct AUTHORITY members to promptly provide CONTRACTOR with such information as CONTRACTOR may require, including, but not limited to incident reports and information related thereto and otherwise cooperate with CONTRACTOR in carrying out CONTRACTOR's tasks hereunder.

2. TERM OF AGREEMENT.

The term of this Agreement shall be for three (3) years commencing May 1, 2016 and expiring April 30, 2019. At the conclusion of the initial three (3) years, the parties may renew this Agreement for an additional three (3) years. If the parties renew this Agreement for an additional three (3) years, the terms and conditions of the Agreement may be renegotiated. If after the conclusion of the initial three (3) years the parties decide to renew but have not completed renegotiations on a renewed agreement, the term of this Agreement shall be on a month-to-month basis until a renewed agreement becomes effective. The month-to-month term shall be on the same terms and conditions of this Agreement.

3. CONTRACTOR'S SERVICES.

CONTRACTOR agrees to initiate prompt handling of all claims presented to the CONTRACTOR upon notification in writing, facsimile transmission, or by telephone from AUTHORITY or its members. CONTRACTOR will not be responsible for late reporting by or claims not reported by AUTHORITY or its members. CONTRACTOR agrees to comply with the **Scope of Work (Appendix A)** attached to this Agreement.

4. CONSIDERATION.

- (A) AUTHORITY hereby agrees to pay to CONTRACTOR and CONTRACTOR hereby agrees to accept in full satisfaction for its services provided hereunder, compensation in the following amounts:
  - (1) CONTRACTOR shall receive an annual administrative fee of \$500 per AUTHORITY member as compensation for account set up, on call standby services, and system access, use and reports. This fee is in addition to all other fees outlined herein.

# Attachment A

- (2) CONTRACTOR shall be compensated at an hourly rate for services rendered by its personnel. Services are charged in minimum increments of one-tenth of an hour. The hourly rate charges are as follows:

2016-2017	Regular Time	\$92.85 per hour
	Overtime	\$114.30 per hour
	Double Time	\$137.20 per hour

2017-2018 2% increase in the hourly rate or the percentage increase in the Consumer Price Index (CPI) for the State of CA for the previous calendar year, as published by the CA Department of Finance, whichever is less.

2018-2019 2% increase in the hourly rate or the percentage increase in the Consumer Price Index (CPI) for the State of CA for the previous calendar year, as published by the CA Department of Finance, whichever is less.

- (3) CONTRACTOR shall be reimbursed for out-of-pocket expenses incurred in connection with the services, including but not limited to photocopying, postage, travel and photograph processing. Expenses are charged at the following rates:

a.	Secretarial	\$ 7.00 per page/form
b.	Claim Set Up	\$ 35.00 per claim
c.	Mileage	IRS Rate
d.	Photocopies	\$ .25 per copy
e.	Photographs	\$ 2.50 per photo
f.	Video Recordings	\$ 1.00
g.	Other Expenses	At actual cost (Including Per Claim Charges for Reporting to the Index Bureau)

- (4) For claims requiring special investigative work because of suspected fraud, CONTRACTOR shall be compensated at the time and expense rates outlined in paragraph (2) above.

- (5) For assistance in recovery and subrogation matters, CONTRACTOR shall be compensated at the time and expense rates outlined in paragraph (2) above. If the parties so agree in writing, subrogation services may be rendered on a contingent fee basis.

# Attachment A

- (6) CONTRACTOR agrees to provide monthly billings and reports of its services to AUTHORITY within forty-five (45) days of such services being incurred. The reports shall include the cumulative billing for the entire program year. AUTHORITY may require more frequent reporting once the cumulative billing for a program year reaches 50% of the total CONTRACTOR billing for the prior program year.
- (7) AUTHORITY shall pay overtime rates for time worked by adjusters outside of normal business hours (Monday through Friday, 8:00 AM – 5:00 PM), including weekends and holidays pursuant to Section 4.(A)(2). Standards for payment of overtime are set forth in Section Q of the Scope of Work, Appendix A.
- (8) AUTHORITY shall pay double time rate for any overtime hours that exceeds four consecutive hours on the same day pursuant to Section 4.(A)(2).
- (B) AUTHORITY shall pay CONTRACTOR's bills within forty-five (45) days of receipt. All bills shall be itemized by AUTHORITY member and by claim and contain reasonable details of services provided. If AUTHORITY disagrees with any item on any bill, AUTHORITY shall set forth the particulars of such disagreement in writing within forty-five (45) days of receipt of the bill and pay the undisputed portion of the bill. Unless the AUTHORITY sets forth its disagreement with a bill as aforesaid, a bill shall be presumed valid and correct. Any bill not paid within 15 days after notice that it is past due shall bear interest at the lesser of the one and one-half percent (1 1/2%) per month or the interest rate allowed by law. Any portion of bill under review due to a disagreement, shall not be considered past due or incur any interest penalties.
- (C) The absence of a written disagreement by the AUTHORITY within forty-five (45) days of receipt of a bill does not absolve the CONTRACTOR of its duty to address a disagreement that may become known after the forty-five (45) day period.
- (D) CONTRACTOR shall respond and adjust any such bill, as appropriate, within forty-five (45) days of receipt of AUTHORITY's disagreement.
- (E) Timely payment by AUTHORITY of CONTRACTOR's bills is an express condition of CONTRACTOR's obligation to perform its duties hereunder.

## 5. SETTLEMENT AUTHORIZATION.

# Attachment A

- (A) CONTRACTOR shall actively participate in the settlement of AUTHORITY's members' claims as outlined in Appendix A of this Agreement.
  - (B) In the event of a claim against CONTRACTOR alleging bad faith refusal to settle a claim, AUTHORITY shall defend, indemnify and hold harmless CONTRACTOR from and against all liability cost and expense (including but not limited to attorneys' fees and court costs) related to or arising from such claim unless (i) CONTRACTOR was aware of a demand to settle the claim that it failed to communicate to the AUTHORITY, or (ii) the AUTHORITY directed CONTRACTOR to settle the claim in the sum demanded using funds actually provided by AUTHORITY for that purpose in the sum demanded and CONTRACTOR, failed to respond to the demand on behalf of AUTHORITY.
  - (C) AUTHORITY acknowledges and agrees that CONTRACTOR may from time to time engage defense counsel, court reporters, expert witnesses, field investigators and others on behalf of the AUTHORITY. In engaging such parties and incurring costs therefore and incident thereto, CONTRACTOR shall be deemed to be AUTHORITY's authorized agent. CONTRACTOR may refer field investigation and surveillance work to itself and to its subsidiaries. No administrative fee will be applied to any costs CONTRACTOR incurs on behalf of AUTHORITY as AUTHORITY's agent.
6. CONFLICT OF INTEREST. In the event a claim or incident is reported to CONTRACTOR by AUTHORITY and it is determined that actual or potential claimants therein are also clients of CONTRACTOR, then CONTRACTOR shall as soon as practicable notify AUTHORITY of such potential conflict of interest. In such instances, if AUTHORITY elects to have an independent investigator and adjuster, AUTHORITY shall provide and pay for such an investigator and adjuster.

CONTRACTOR acknowledges that Bickmore as AUTHORITY'S program administrator has all necessary authority to enforce the provisions of this contract, notwithstanding CONTRACTOR'S acquisition of Bickmore, and CONTRACTOR agrees and affirms that no Bickmore employee shall suffer any negative consequence as a result of actions taken on behalf of AUTHORITY.

7. TRUST ACCOUNT. AUTHORITY will maintain a trust account funded by AUTHORITY. All claim payments and expense payments, except for CONTRACTOR's fees for services defined under paragraph 4, will be made by the CONTRACTOR from those funds with replenishment of the trust account requested by CONTRACTOR and funded by AUTHORITY within 21 days of CONTRACTOR's request; however, AUTHORITY shall provide funds for settlements on an expedited basis, if required.

# Attachment A

8. ACCESS TO CONTRACTOR'S CLAIM SYSTEM. During the term of this Agreement or any subsequent service agreements with AUTHORITY, CONTRACTOR will provide and maintain, at its expense, the AUTHORITY and its members with access to CONTRACTOR's Risk Management Information System (RMIS), as requested. The AUTHORITY and its members will have "read only" access to the system unless otherwise agreed to by the parties. CONTRACTOR will provide basic training sessions by telephone for using the RMIS. Special training, special programming and special "IT" services will be provided on a time and expense basis at CONTRACTOR's prevailing rates for such services. Prior to such special training, programming or "IT" services being provided the AUTHORITY or its members, CONTRACTOR will provide the AUTHORITY and, where applicable, the AUTHORITY's members with a proposal detailing the scope of work and costs of the additional services.
9. NON-WAIVER. The failure of either party to insist on strict performance of this Agreement or any part thereof on one or more occasions shall not constitute a waiver by that party of its right to insist on such performance on any other occasion.
10. INSURANCE. At all times during which CONTRACTOR is required to provide services hereunder CONTRACTOR shall carry Professional Liability insurance with a limit of liability of no less than \$2,000,000 per claim. CONTRACTOR shall also carry Commercial General and Automobile insurance with limits of liability of not less than \$2,000,000 per occurrence, and Workers' Compensation Insurance with statutory limits and no less than \$1,000,000 for Employers' Liability Coverage.
11. OTHER PARTIES COVERED BY THIS AGREEMENT. The AUTHORITY may arrange to have coverage under the Policy extended to other parties (whether styled as "named insureds", "additional insureds" or otherwise), and for purposes of this Agreement, claims involving those parties shall be treated in all respects as if they were claims against AUTHORITY. AUTHORITY warrants that AUTHORITY has entered into this Agreement in its own behalf and not as agent for any party. Notwithstanding the foregoing, nothing in this Agreement constitutes a waiver of any rights CONTRACTOR may have with regard to any party obtaining the benefits of CONTRACTOR's services. AUTHORITY acknowledges and agrees that neither the business operations (including, but not limited to, entry into or withdrawal from a particular line of business), nor financial condition (including, but not limited to, bankruptcy, insolvency, or sale of particular assets), nor other circumstances (including, but not limited to, merger, acquisition or by another business or dissolution) of any party that receives the benefits of coverage under the policy shall have any effect whatsoever on the AUTHORITY's payment obligations under this Agreement. CONTRACTOR shall have no obligations or liability under this Agreement to any party except AUTHORITY and its members, and only AUTHORITY may enforce this Agreement with respect to CONTRACTOR's obligations under this Agreement.

# Attachment A

12. AUTHORITY'S FILES. All original reports, documents and claims data of every kind or description that are prepared in whole or in part by or for CONTRACTOR in connection with this Agreement shall be AUTHORITY'S property. CONTRACTOR shall not make available to any individual or organization any report, document, or data which was given to, prepared by or assembled by CONTRACTOR pursuant to this Agreement unless prior consent is given by AUTHORITY or its member. Additional copies of original reports, documents and data requested by AUTHORITY will be at AUTHORITY's expense in accordance with this Agreement. Unless otherwise provided herein, all such records shall be delivered to AUTHORITY or its designee upon completion of the agreement or at such other times as AUTHORITY or its designee may request. AUTHORITY will pay direct or reimburse CONTRACTOR any costs incurred for the transfer, duplication, mailing, etc. of this material. CONTRACTOR shall retain all closed claim files in accordance with the AUTHORITY's Record Retention Policy. After the retention period, CONTRACTOR shall, at AUTHORITY's request and at AUTHORITY's expense, ship such paper claim files to AUTHORITY, continue to store files at AUTHORITY's expense, or transfer responsibility for payment of storage directly to AUTHORITY.
13. DELEGATION TO CONTRACTOR'S SUBSIDIARIES. CONTRACTOR reserves the right to delegate to one or more subsidiaries such part of the services provided hereunder as CONTRACTOR may choose. CONTRACTOR agrees to submit in writing to the AUTHORITY on an annual basis a list of such subsidiaries to which the CONTRACTOR may delegate services hereunder. All services rendered by such subsidiaries shall be treated in all respects as though the services were rendered by CONTRACTOR and such delegation shall in no respect relieve CONTRACTOR of any of CONTRACTOR's obligations hereunder.
14. DISPUTES. In the event of a dispute regarding the parties' obligations under this Agreement, both parties agree to attempt to resolve such disputes through mediation, arbitration, or other such Alternative Dispute Resolution (ADR) methods. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Sacramento County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. CAPTIONS FOR CONVENIENCE. The captions appearing at the beginning of the numbered paragraphs of this Agreement are for convenience only and are of no force or effect in and of themselves.
16. TERMINATION FOR CONVENIENCE. For its convenience, either party may terminate CONTRACTOR's obligation to provide services under this Agreement at any time on not less than ninety (90) days prior written notice to the other party.

# Attachment A

## 17. EQUITABLE ADJUSTMENT.

- (A) AUTHORITY shall have the right to direct CONTRACTOR to perform additional services or to perform services in a specific or different way.
- (B) This Agreement contemplates that the standards applicable to this Agreement are those in effect on the date of this Agreement, whether such standards are set forth in statutes, regulations, rules, orders, case law or otherwise.
- (C) In the event of a directive from AUTHORITY as set forth in this Section 17. (A.), above, or a change in a standard as set forth in this Section 17. (B.), above, CONTRACTOR shall be entitled to an equitable adjustment in its compensation if such directive or change increases CONTRACTOR's cost of providing the services CONTRACTOR renders under this Agreement.

18. NAME USAGE. AUTHORITY shall not utilize CONTRACTOR's trade names, logos, trademarks, service marks or other identification in any press release, advertisement, marketing material, promotional literature, article, presentation or other type of communication, without the prior written consent of CONTRACTOR, which consent may be withheld or denied in CONTRACTOR's sole discretion.

19. HOLD HARMLESS. CONTRACTOR shall defend, indemnify and hold harmless AUTHORITY and its members, officers, and employees from and against all damages, claims, penalties, demand, actions or causes of action which may arise from the negligent action, conduct or failure to act by CONTRACTOR or its officers and employees.

AUTHORITY shall defend, indemnify and hold harmless CONTRACTOR, its officers, agents and employees from and against all damages, claims, penalties, demand, actions or causes of action only if caused by the willful acts or sole negligence of AUTHORITY or its officers, agents and employees.

20. MMSEA HOLD HARMLESS. CONTRACTOR shall defend, indemnify and hold harmless AUTHORITY and its members, directors, agents and employees from and against all liability, damages, claims, penalties, demands, actions, causes of action, cost and expense (including, without limitation, court costs, expert fees and reasonable attorneys' fees) to the extent such are attributable to the negligent or otherwise wrongful act or omission of the CONTRACTOR including without limitation any fines, penalties or assessments (including interest) imposed by the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA") as a result of CONTRACTORS's failure to timely and accurately report the appropriate claims data to AUTHORITY's designated Reporting Agent.

AUTHORITY shall defend, indemnify and hold harmless CONTRACTOR and its subsidiary and affiliate companies and the members, directors, employees, officers, agents and employees of each of the foregoing from and against all liability,

# Attachment A

damages, claims, penalties, demands, actions, causes of action, costs and expenses (including without limitation court costs, expert fees and reasonable attorneys' fees) to the extent not attributable to the negligent or otherwise wrongful act or omission of CONTRACTOR, except for any negligent act or omission attributable to Crowe Paradis, AUTHORITY's designated Reporting Agent.

21. NOTICE ADDRESS. Any notice given by either party to the other shall be in writing, personally delivered or forwarded by first-class mail, postage prepaid, addressed as follows:

YORK RISK SERVICES GROUP, INC.

Jody A. Moses, Senior Vice President  
York Risk Services Group, Inc.  
333 City Boulevard West, Suite 1500  
Orange, CA 92868

Michael Krawitz, SVP, GC  
York Risk Services Group, Inc.  
One Pond Road, Bldg. F, 4<sup>th</sup> Fl.  
Parsippany, NJ 07054

CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY  
(CalTIP)

Bickmore Risk Services  
Attention: General Manager  
1750 Creekside Oaks Drive, Suite 200  
Sacramento, California 95833

22. The provisions set out herein constitute the whole and entire Agreement between the parties hereto and may be altered only by mutual agreement, reduced to writing and executed by authorized officers of both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their duly authorized representatives as of the day listed below with an effective date of May 1, 2016.

CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

YORK RISK SERVICES GROUP, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Jody A. Moses, Senior Vice President

# APPENDIX A

# Attachment A

## APPENDIX A

### SCOPE OF WORK

#### A. GENERAL OVERVIEW

As set forth below, York Risk Services Group, Inc., hereinafter "CONTRACTOR" shall perform comprehensive and appropriate claims adjusting and claims administration services for all liability and auto physical damage claims reported to CONTRACTOR by the California Transit Systems Joint Powers Authority, hereinafter "AUTHORITY" or its members.

#### B. GENERAL ADMINISTRATIVE SERVICES

The CONTRACTOR shall, at its expense:

1. provide an 800 telephone number for use by AUTHORITY and its members;
2. provide a facsimile number to expedite the claims handling process;
3. provide and file all necessary reporting forms as required by law, including Form 1099-MISC;
4. provide check stock for the purposes of paying claims, all necessary claim forms, and any other forms or supplies necessary to process claims, except for accident investigation packets which will be billed to AUTHORITY at cost;
5. provide training services to AUTHORITY and its members to ensure those individuals who process claims are effectively carrying out the procedures required for a successful program, and maintain a copy of AUTHORITY's claims manual readily available for review by AUTHORITY and its members;
6. ensure its adjusters or other CONTRACTOR personnel are educated and familiar with AUTHORITY's coverage programs and policies in order effectively to carry out its duties while protecting the interests of AUTHORITY and its members.

#### C. RISK MANAGEMENT INFORMATION SYSTEM (RMIS)

CONTRACTOR shall, at its expense:

1. provide one online "read only" access to the RMIS for AUTHORITY staff. Access shall provide the ability to review, not edit, all AUTHORITY data and the data of its members within the RMIS, and print standard and special reports;
2. provide one online "read only" access to the RMIS for each member of AUTHORITY. Access shall provide AUTHORITY's member the ability to review, not edit, its own claims data within RMIS, and print standard and special reports pertaining to that member's specific claims; and
3. record and maintain AUTHORITY's and its members' organizational structure and claims data including, accident detail information, claimant/injury information, reserves, payment history, self-insured retentions, recoveries, cause codes which may include Public Risk Database Project (PRDP) codes, and vehicle/employee identification information.

#### D. CLAIM FILE

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CONTRACTOR may implement a paperless claims system as part of their RMIS as which point all documentation going forward would be maintained electronically in its RMIS. As used herein, the term "claim file" may mean either a paper or electronic file.

CONTRACTOR shall:

1. maintain accurate and up to date information and documentation in the claim file and in the RMIS throughout the handling claim including, but not limited to, the following:
  - a) Description of Loss
  - b) Dates of loss
  - c) Claim opening, rejection, filing of suit and closure
  - d) Injury claimant Medicare eligibility status
  - e) Reserves
  - f) Payments
  - g) Incurred
  - h) Status Code
  - i) Cause of Loss Codes, as agreed to by the parties
2. maintain all documents, notes, and other claim-related information in an organized manner in the claim file.
3. enter all claim handling activity (adjusters' notes) into the RMIS and maintain a copy in the claim file;
4. generate and store in the RMIS all reports and correspondence prepared by CONTRACTOR with copies retained in the claim file;
5. maintain adequate file records of all payments made on each claim, such as legal fees and other related costs and expenses to permit review by AUTHORITY, as requested;
6. maintain a current face sheet generated from the RMIS in each claim file;
7. keep the following types of file materials separate and organized chronologically within claim files:
  - a) Medical records;
  - b) Allocated expense billings and payments, including adjusting bills.
8. ensure duplicate materials are not unnecessarily retained within the claim file;
9. close claims in the RMIS within thirty (30) days following receipt of closing papers from counsel or the claimant or issuance of final payment, or voucher entry of final claims adjusting charges, whichever comes last; and
10. clearly note on the RMIS monthly report the month in which the claim is closed. The Closing Report will clearly reflect all indemnity, legal, and adjusting payments.

## **E. CLAIM RECEIPT AND SET-UP**

Upon receipt of a claim or report of an incident that may lead to a claim from AUTHORITY or its members, CONTRACTOR shall:

1. establish and maintain a file of all incident reports received;
2. establish a separate claim file for each claim received in which all documentation related to that claim will be kept;

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3. enter the claim information regarding the incident, each claimant, the member vehicle and other pertinent information into its RMIS;
4. evaluate the claim for compliance with the Government Code including sufficiency and timeliness, and provide recommendations to AUTHORITY and its members for response and further handling of the claim;
5. determine potential liability and establish reserves for each reported claim;
6. determine any potential to tender a claim to a third party or parties and report their determination to Authority's Litigation Manager; and
7. assign all claims received to an adjuster for handling
8. provide an opening report acknowledging receipt of the claim; a comprehensive captioned report and a closing report;

## F. INVESTIGATION

As warranted by the nature and extent of the claim or incident, CONTRACTOR shall perform the investigative services necessary to determine AUTHORITY's and its member's legal liability and verify the damages arising from the incident. CONTRACTOR's duties with respect to investigative services shall include, but are not limited to:

1. remaining on call 24 hours a day, 7 days a week to respond to accidents and conduct on-scene investigations. In order to facilitate prompt response to the scene, and with the prior approval of AUTHORITY and its member, CONTRACTOR may utilize local independent adjusters to provide emergency on-scene investigations;
2. considering both financial and non-financial factors when determining the nature and extent of the investigation including, but not limited to, potential settlement and jury values, the nature and seriousness of damages, availability of coverage under AUTHORITY's coverage program, public relations impact, and public policy.
3. considering various methods of investigation including, but not limited to, interviews and recorded statements from claimants, employees and witnesses; photographs; diagrams; securing official reports, medical records, member reports and records, Medicare eligibility and lien information; property damage estimates, appraisals or other expert inspections; receipts; and sub-rosa;
4. planning investigations through reasonable cost/benefit analyses that weigh the benefits derived from completeness against the limited financial exposure inherent in some claims;
5. indexing through the Index Bureau all bodily injury claimants within thirty (30) days following receipt of a claim and re-index every six (6) months thereafter until such time as the claim is closed;
6. soliciting verification of medical, wage loss and school attendance from claimants or their attorneys in all applicable bodily injury claims. Refusal to provide written authorizations shall be documented in the claim file;
7. making initial contact with claimant within one business day following notice of a claim to CONTRACTOR. If contact cannot be accomplished within one business day, a letter shall be sent to the claimant or attorney before the end of the second business day and shall request telephone contact;

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8. contacting claimants or their attorneys at least once every thirty (30) days while cases are not in litigation, unless documentation contained within the claim file provides for circumstances or rationale justifying less frequent contact.
9. providing analysis and evaluation relative to the member's liability and potential exposure to damages and will make recommendations to AUTHORITY, and/or its member for further handling, including settlement, rejection or defense of the claim, and resolution of any liens.
10. Interviewing and obtaining statements from claimants, employees, and witnesses. Statements shall be either handwritten and signed, or recorded. Any attempt to take statements from represented claimants shall be done by contacting their attorneys for permission. Refusals to provide statements are to be documented.
11. preparing brief written summaries of all statements and such summaries shall be limited solely to key issues that assist in clarifying facts, liability, and damages;
12. preparing brief and concise witness evaluation after taking statements; and
13. transcribing recorded statements only upon receipt of written authorization from AUTHORITY or at the request of assigned defense counsel. The cost such transcription, if requested by claimant or claimant's counsel, shall be borne by that party, not AUTHORITY or its member;
14. providing regular written status reports to AUTHORITY and or its member, as warranted by the claim file that reflects the procedural status of the claim, recent claims handling activity, updated evaluations, significant events/changes, recommendations and further activity planned

## **G. RESERVING**

CONTRACTOR shall ensure that all financial data is accurately and promptly entered into the RMIS. CONTRACTOR's duties with respect ensuring financial accuracy shall include, but are not limited to:

1. maintaining reserves for each claim in the RMIS that reflects the most probable outcome;
2. maintaining separate reserves for third party bodily injury and property damage, first party property damage, allocated claims expenses including legal;
3. setting initial allocated claim expense reserves at the average reserve for each particular type of exposure;
4. setting litigation reserves to match approved litigation budget figures. If the litigation budget is increased, reserves shall be adjusted accordingly; however, step reserving shall not be permitted;
5. carrying a liability reserve on all open claims pending resolution, even upon CONTRACTOR's assessment of no liability. A \$1.00 reserve is to be used when CONTRACTOR knows through agreement with the claimant or attorney that nothing more shall be paid in the future. The \$1.00 reserve makes clear that the reserve is intentional and does not reflect an error.
6. reviewing reserves regularly and adjusting reserves as potential exposure changes. Written justification for all reserve changes shall be documented in the claim file.

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## H. DIARY

CONTRACTOR shall establish and maintain appropriate diaries in the RMIS on all open files to ensure timely review by the adjuster and supervisor, including, but not limited to:

1. assigning a current diary date to all open claims and, absent compelling circumstances, reviewing claim file for action on or about that date;
2. permanently recording diary dates in the claim file folder or, alternatively, retaining in their entirety within the RMIS and making accessible for review. Diary dates, once established, may not be erased or modified;
3. ensuring diary dates and intervals are determined on the basis of specific actions or developments that are planned or expected. Any diary date that exceeds ninety (90) days must be clearly specified in the claim file; and
4. confirming specific action occurred in response to each diary date is to be noted in sufficient detail in the claim file. Amorphous descriptions such as "file review" are unacceptable.

## I. LITIGATION MANAGEMENT

CONTRACTOR shall assist in the implementation of and conform to the procedures outlined in the AUTHORITY'S Litigation Management Policy. CONTRACTOR's duties shall include, but are not limited to:

1. assisting AUTHORITY's Litigation Manager in the selection of defense firms;
2. providing updated lists of defense firms approved by AUTHORITY to the AUTHORITY's members;
3. providing a copy of AUTHORITY's Resolution adopting the Litigation Management Policy to the defense firms;
4. prompt assignment of defense counsel upon receipt of a summons and complaint served on AUTHORITY or its member. Within thirty (30) days of assignment, defense counsel shall provide a proposed litigation plan and budget along with comprehensive report and initial evaluation;
5. controlling costs by assuring that the extent and costs of services are consistent with the exposure presented by each case. Litigation budgets and reserves shall reflect that initiative;
6. assessing defense counsel's performance against the approved litigation plan and budget, participating in decisions regarding changes in the litigation plan and budget; retention of experts, etc.; attending pertinent arbitrations; participating in settlement negotiations including attendance at all mediations and settlement conferences;
7. assisting defense counsel in obtaining facts or information regarding a claim, including, but not limited to, assistance in answering interrogatories and/or responding to other discovery;
8. obtaining appropriate signed release and dismissal forms from claimants, plaintiffs and/or cross-complaints upon settlement of any claim, except as authorized by AUTHORITY's Litigation Manager. Exceptions shall be in writing and maintained in the claim file;
9. reporting any significant changes in a case as it develops to AUTHORITY and its member involved in the case; and

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10. working closely with AUTHORITY's Litigation Manager before any settlement negotiations are initiated and during settlement negotiations.

## **J. MEDICARE SET ASIDE ALLOCATIONS AND SCHIP REPORTING**

CONTRACTOR shall protect Medicare's interest in both conditional liens and future payment of medical expenses for all Medicare-eligible claimants to the extent it is reasonably appropriate because of the exposure, the injuries, and the then-existing and future anticipated medical treatment costs.

## **K. REPORTING TO REINSURANCE AND EXCESS CARRIERS**

Upon receipt of a claim or report of an incident, that may lead to a claim, that falls within the reporting requirements set forth by AUTHORITY's reinsurance and/or excess insurance carrier, CONTRACTOR shall prepare and submit information on all such claims or incidents to the reinsurance and/or excess carriers pursuant to the carriers reporting requirements, and report their determination to AUTHORITY's Litigation Manager.

CONTRACTOR shall also copy Authority's insurance broker with the initial report to the AUTHORITY'S reinsurance and/or excess carriers.

## **L. SETTLEMENTS/AUTHORITY**

CONTRACTOR shall actively participate in all settlement negotiations within the authority granted by AUTHORITY and its members by:

1. securing all appropriate releases, dismissals and other closing documents for the claim file; Releases shall be properly executed, witnessed and/or notarized prior to issuing settlement checks to unrepresented claimants;
2. submitting settlement checks to licensed attorneys along with the Release documents. Covering letters must require that checks not be cashed or deposited until the Release has been properly executed, witnessed or notarized and deposited in the U.S. Mail for return to CONTRACTOR or to defense counsel;
3. notifying AUTHORITY at least forty-eight (48) hours in advance of a check above \$20,000 being issued, to allow for sufficient funds to be made available by AUTHORITY, if needed, to cover such payments;
4. having the authority to settle claims covered by the AUTHORITY'S liability and vehicle physical damage programs and within AUTHORITY'S retained limit; except that,
  - a) such authority shall not exceed \$10,000 per occurrence. Any occurrence where the total value of all claims is in excess of \$10,000, but less than the AUTHORITY's member's self-insured retention, shall receive the approval from the member prior to settlement;
  - b) settlements above CONTRACTOR's authority, but less than \$50,000 per occurrence and within the AUTHORITY'S retained limit, shall be directed to the AUTHORITY'S Litigation Manager; and

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- c) settlements in excess of \$50,000 per occurrence shall be submitted to the AUTHORITY's Member Services Committee for approval.

## **M. SUBROGATION**

CONTRACTOR shall identify and pursue subrogation to the extent that it is cost-effective for AUTHORITY and its members. The amount of damages being pursued for AUTHORITY and its members will be recorded separately in the RMIS.

CONTRACTOR shall also solicit and review contracts between the defendant member and contractors, landlords, tenants and citizen groups to pursue risk transfer mechanisms such as tendering defense and indemnity and seeking contributions from other potential defendants. Advice of counsel shall be solicited with respect to legal issues.

## **N. REPORTS**

CONTRACTOR shall, at its expense

1. produce and distribute to AUTHORITY and its members monthly detailed loss reports generated from the RMIS;  
  
provide Authority's Litigation Manager with status reports of those claims requiring AUTHORITY's settlement authority above \$50,000 per occurrence. Reports shall include evaluations, significant events/changes, recommendations and further activity planned.
2. prepare an annual stewardship report that trends loss information at the pool and member level, including, but not limited to, types of loss, opened and closed claims, average cost of claims, subrogation recovery rate, closing patterns, etc.;
3. provide semi-annual data extractions from its RMIS for all liability and physical damage claims being managed or monitored by CONTRACTOR including the data of AUTHORITY's members. CONTRACTOR shall review and verify the data prior to submitting it to AUTHORITY. Review and verification includes, but is not limited to, comparison of claims counts, total incurred, and paid to prior year's data extraction for the same period;
4. produce and distribute monthly deductible reports and corresponding invoices by the 5<sup>th</sup> business day each month for services rendered during the prior month for all AUTHORITY member's participating in Program I with a self-insured retention;
5. prepare and submit to AUTHORITY shared risk layer reports including, but not limited to, monthly balancing by member, program, and fiscal year; payments and adjustments by risk layer; and excess receivables. Discrepancies in the monthly balancing shall be addressed and corrected by CONTRACTOR within forty-five (45) days of receipt of written notice of the discrepancy by AUTHORITY; and
6. provide other such reports as may be needed by AUTHORITY.

## **O. CLAIMS REVIEW MEETINGS/AUDITS**

1. CONTRACTOR shall attend meetings and make presentations to Authority's Board of Directors and Member Services Committee in order to request settlement authority, discuss coverage issues and provide updates on large open claims.

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2. CONTRACTOR shall make all open and closed claim files available for inspection, review, and/or claims audit by AUTHORITY and/or its members, at such time as mutually agreeable; however, such reviews shall not be unreasonably delayed.
3. CONTRACTOR shall attend in-person claim review meetings for AUTHORITY's members, upon request of the member, and the cost for one employee of CONTRACTOR attending these meetings will be allocated to the claim file.

## **P. CONTRACTOR STAFF**

AUTHORITY reserves the right to disapprove of any adjuster or supervisor. All managerial, adjusting and clerical personnel assigned to AUTHORITY will be trained on an ongoing basis with the RMIS capabilities, enhancements, and use. Any newly hired personnel shall receive appropriate training from CONTRACTOR prior to being permitted to enter or work on any AUTHORITY or AUTHORITY's members' related files. CONTRACTOR shall have, on staff and available, an employee that is sufficiently skilled and trained in the operation and report generating portions of the RMIS to be capable of producing reports responsive to AUTHORITY's requests.

## **Q. OVERTIME AND DOUBLE TIME PAY**

1. AUTHORITY shall pay overtime rates for time worked by adjusters outside of normal business hours (Monday through Friday, 8:00 AM – 5:00 PM), including weekends and holidays. This will include after-hours calls to respond to the scene of a major accident or attendance, including travel, for mediations and settlement conferences that extend beyond normal business hours.

Overtime rate of pay shall be as specified in Section 4.(A)(2) of the main contract.

2. AUTHORITY shall pay double time rate for any overtime hours for time worked by adjusters outside of normal business hours (Monday through Friday, 8:00 AM – 5:00 PM), including weekends and holidays. This will include after-hours calls to respond to the scene of a major accident or attendance, including travel, for mediations and settlement conferences that extend beyond normal business hours that exceed four consecutive hours on the same day.

Double time rate of pay shall be as specified in Section 4.(A)(2) of the main contract.



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Barrow Emerson, Planning & Development Manager  
**SUBJECT: COMPREHENSIVE OPERATIONAL ANALYSIS (COA) AND FALL SERVICE CHANGE UPDATE**

## **I. RECOMMENDED ACTION**

**That the Board of Directors receive a status report on planning for the September 8<sup>th</sup>, 2016 Fall service change.**

## **II. SUMMARY**

- The Board received the COA initial “baseline” proposal for a reduced fixed-route service network to meet the required operating budget savings target at its March 25, 2016 Board meeting.
- On April 22<sup>nd</sup>, the Board initiated a 30-day public comment period culminating with a public hearing held May 26<sup>th</sup> and 27<sup>th</sup>. On May 27<sup>th</sup> the Board continued the public hearing through June 24<sup>th</sup> to allow additional comments on the proposed service changes.
- In response to Board, public, and partner input, the project team made extensive modifications to the initially proposed network, while maintaining the same level of savings.
- Increased service levels were then added to the “baseline” proposal as a result of additional funding from both UCSC and Cabrillo College, UTU and Management “givebacks”, an overtime - extra board swap, and maintaining some Operator positions pending the outcome of the Santa Cruz County Regional Transportation Commission (SCCRTC) transportation sales tax measure on the November 2016 general election ballot.
- Staff recommends that the Board receive a summary of public outreach in support of the September 8<sup>th</sup> Fall service change.

## **III. DISCUSSION/BACKGROUND**

### Structural Deficit

In 2014, Santa Cruz Metropolitan Transit District (METRO) identified the systemic causes of a structural deficit resulting from recurring revenue failing to keep pace with recurring expenses. METRO has used its operating and capital reserves year-after-year to balance the operating budget and forecasts the full depletion of the remaining reserves in FY17. Aligning transit service costs with recurring revenue is necessary in order to provide effective, sustainable transit service throughout the county.

### Service Restructure

In May of 2015, METRO initiated a in a system wide restructuring, referred to as the Comprehensive Operational Analysis (COA), the first such review in over fifteen years. Irrespective of a fiscal structural deficit or not, METRO was overdue for a systemwide restructuring. METRO accomplished both a system wide restructure and identified approximately \$5 million in service reductions.

Through a combination of technical analysis and public input from an extensive outreach program, an initial “baseline” service reduction proposal was presented to the Board on March 25<sup>th</sup>, which achieved an FY17 operating savings target of \$5.1 million, while still maintaining a viable fixed-route service network that provides community mobility and geographic coverage. In the following three months the project team was able to make modifications to the “baseline” proposal to address public and Board input, while maintaining the targeted savings.

Increased service levels were then added to the “baseline” proposal as a result of additional funding from UCSC and Cabrillo College, UTU and Management “givebacks”, an overtime - extra board swap, and maintaining of four Operator positions pending the outcome of the SCCRTC transportation sales tax measure on the November 2016 general election ballot.

During July, staff worked with UCSC and Cabrillo College to finalize their service plans, with the final schedules for all routes in the METRO system completed on August 5<sup>th</sup>, when the Fall 2016 route specific timetables and maps were introduced to the public on the METRO website.

Attachment A is an updated summary of service changes by route including routes proposed for elimination and changes in frequency and span of service for remaining routes.

The new Fall 2016 HEADWAYS Bus Riders Guide will be available to the public on September 1<sup>st</sup>.

### Public Outreach Planning for September 8<sup>th</sup> Fall Service Change

In the same manner as the public outreach effort conducted during the last year to inform the public about the service change process, the effort to announce the actual service changes will be proactive, multi-faceted and multi-lingual, including:

- Staff has distributed service change notices (Attachment B) at all transit centers on multiple days
- Three posters providing service change information have been placed on every bus. In addition, copies of Attachment A have been put in the schedule racks on all buses and are refilled as necessary.

- Service change notices have been put on all bus stop poles at transit centers along with major transfer stops throughout the system.
- Multiple email blasts to METRO subscribers advising of the upcoming service changes and important dates.
- Cabrillo College has received extensive METRO service information including participation in student orientations, distribution of service change notices on campus and at Cabrillo bus stops, all campus email blasts, and a campus newsletter article. With classes starting next Monday, staff will also be on campus the next two weeks further informing students of the upcoming service changes.
- Print advertising has been placed in English and Spanish newspapers, newsletters, and other periodicals
- Service change information is now on the METRO homepage and the COA Metro Forward websites
- Updated television public service announcement will run for three weeks beginning September 19<sup>th</sup>, with an emphasis on Spanish speaking markets.
- Customer Service staff has been given an orientation and materials on the service changes so that they can assist customers.

Our marketing consultant, Yellow Bus Advertising, has supported METRO in the development of the strategic outreach plan, outreach materials, and media information.

#### Next Steps

Following implementation of the Fall service changes, METRO will monitor the performance of routes and trips to identify their cost-effectiveness. Staff will use this information to develop recommendations for the Board on refinements to the network to improve the efficiency and effectiveness of how services are distributed across the network.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

The service changes adopted by the Board on June 24<sup>th</sup> meet the required savings target. The FY17 & FY18 Operating Budget was adopted with minimum use of Reserves.

#### **V. ALTERNATIVES CONSIDERED**

Public outreach announcing the Fall service changes is mandatory and no alternative was considered.

**VI. ATTACHMENTS**

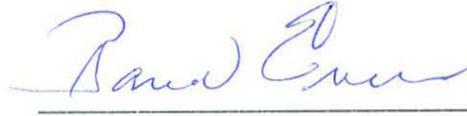
**Attachment A:** Summary of Fall service changes.

**Attachment B:** Service Change Notice

Prepared by: Barrow Emerson, Planning & Development Manager

**VII. APPROVALS:**

Barrow Emerson  
Planning & Development Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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Fall Service Changes and a preview of all Maps and Schedules are available at [scmtd.com](http://scmtd.com)

**NO CHANGES TO PARACRUZ**

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**Fall Headways Bus Rider's Guide** will be available on all METRO Buses and at Transit Centers as of September 1<sup>st</sup>, 2016

### Discontinued Routes

The following routes have been discontinued: 4W, 8, 12, 30, 54, 56, 66N, 74, 77. See sections below for alternative routes. Routes NOT mentioned remain unchanged.

### New Routes

Route 55 weekend service and a new route 72W have been added. See details below.

### Amtrak Highway 17 Express

**Weekdays:** Highway 17 Express service to and from Soquel Park & Ride has been discontinued; all trips now will begin or end at Santa Cruz Metro Center. The 5:05AM trip departing Santa Cruz Metro Center has been discontinued and the 4:20PM and 4:40PM trips have been combined to depart Santa Cruz Metro Center at 4:25PM. The 4:30PM, 4:55PM and 8:40PM trips departing San Fernando & 7th have been discontinued. Select trip start times adjusted to enable regional transit connections; please see timetable for details.

**Weekends:** The 10:55PM trip departing San Jose Diridon Station has been discontinued. Select trip start times adjusted to enable regional transit connections; please see timetable for details.

### Route 3 – Mission / Beach

**Weekdays:** Route 3 will run only once every two hours rather than once per hour. The first trip will start at 7:50AM. Trips at 9:50AM and 11:50AM will serve the Long Marine Lab and Seymour Marine Discovery Center. **Weekends:** All trips will return to the regular weekend routing via Beach St. to 2nd St.

### Route 4 – Harvey West / Emeline

**Weekdays:** The first trip at 6:45AM has been discontinued. Service will start at 7:25AM, and all trips will depart at :25 past the hour.

### Route 4W – Harvey West Weekend – DISCONTINUED

### Route 8 – Emeline – DISCONTINUED

**Alternative Service:** Route 4 continues to serve the Emeline Complex.

### Route 10 – UCSC via High

**Weekdays:** The 6:50AM trip has been discontinued. The first trip will depart from Cedar & Walnut at 7:22AM; the first trip departs from Santa Cruz Metro Center at 7:50AM. **Weekends:** The 5:50PM trip has been discontinued.

### Route 12 – UCSC / East Side Direct – DISCONTINUED

**Alternative Service:** Route 68 provides service between 41st Ave and Santa Cruz Metro Center. Routes 15 and 16 provide service between Santa Cruz Metro Center and UCSC.

### Route 15 – UCSC via Laurel West

**Weekdays:** The 6:40AM, 8:20PM, and 8:50PM trips have been discontinued. Service runs at least every 30 minutes from 7:37AM to 7:37PM; between 1:37PM and 5:07PM service frequency is every 15 minutes.

### Route 16 – UCSC via Laurel East

**Weekdays:** During the School Term, service is provided at a frequency of every 15 minutes from 6:37AM to 7:37PM, then every 30 to 60 minutes until the last trip departing at 12:07AM. When school is not in session, the service frequency is reduced to every 30 minutes, and the last trip departs at 10:07PM. **Weekends:** The first trip, which previously departed at 7:00AM, will depart at 8:10AM. Service frequency will run every 30 minutes.

### Route 19 – UCSC via Lower Bay

**Weekdays:** Trips will start five minutes earlier, departing at :25 or :55 past the hour. **Weekends:** Service frequency is reduced to run every 60 minutes.

### Route 20 – UCSC via Westside

**Weekdays:** Trips starting at 6:15PM will serve Safeway/Almar Shopping Center via Mission and Almar Ave. **Weekends:** The 8:20AM, 9:20AM, and 10:20AM trips have been discontinued. The first trip will start at 11:20AM. Trips starting at 4:20PM will serve Safeway/Almar Shopping Center via Mission and Almar Ave.

### Route 30 – Graham Hill / Scotts Valley – DISCONTINUED

**Alternative Service:** Limited segments of Route 35 will provide alternative service.

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# Fall Service Changes: Effective September 8th, 2016

## Route 35/35A – San Lorenzo Valley

**Weekdays:** Route 35/35A will no longer provide regular service past Mountain Store and Country Club; service to Bear Creek Rd will also be discontinued (except School Term service "ST"). Trips will alternate departure between Mountain Store and Country Club from 5:30AM to 10:30PM. Service frequency will be reduced to run every 90 minutes after 6:30PM. **Weekends:** Service to Highway 9 & Sylvan Ave and Big Basin State Park will be discontinued. Trips will alternate departure between Mountain Store and Country Club from 8:30AM to 10:30PM. Service frequency will be reduced to run every 90 minutes after 7:30PM.

## Route 40 – Davenport / North Coast Beaches

**Weekdays:** The 12:30PM and 3:25PM trips will be discontinued; only the 6:40AM and 8:10AM trips will continue to operate. The Cement Plant stops will no longer be served; trips will turn around at Pacific School in Davenport. **Weekends:** Weekend service has been discontinued, including service to Waddell Creek. **Alternative Service:** Route 42 will provide alternative service to Davenport.

## Route 41 – Bonny Doon

**Weekdays:** The 3:30PM and 5:30PM trips will be discontinued; only the 5:50AM and 8:00AM trips will continue to operate. **Weekends:** Weekend service has been discontinued. **Alternative Service:** Route 42 will provide alternative service to Bonny Doon.

## Route 42 – Davenport / Bonny Doon

**Weekdays:** 3:30PM and 5:30PM trips have been added to replace discontinued Route 40 and Route 41 afternoon trips. **Weekends:** An 8:30AM trip has been added to replace discontinued Route 40 and Route 41 morning trips. The 6:00PM trip has been moved to depart at 4:30PM.

## Route 54 – Capitola / Aptos / La Selva Beach – DISCONTINUED

**Weekday Alternative Service:** Limited segments of Route 55 along Clubhouse Dr and Seascaple Blvd/Via Pacifica will provide alternative service. **Weekend Alternative Service:** New Route 55 weekend service has been added as an alternative to the discontinued Route 54 service.

## Route 55 – Rio Del Mar

**Weekdays:** The route alignment has changed to serve segments lost due to the discontinuation of Routes 54 and 56. Instead of serving Monterey Ave and Park Ave, Route 55 will run on Capitola Ave to Soquel Dr. Trips will depart hourly from 8:30AM to 5:30PM. The 8:30AM, 1:30PM, and 5:30PM trips will extend from Rio Del Mar Blvd and Clubhouse Dr to Via Pacifica by way of Clubhouse Dr, Sumner Ave, and Seascaple Blvd. **Weekends:** Two Route 55 weekend trips per day will be added at 8:30AM and 1:30PM, as an alternative to the discontinued weekend trips of the Route 54.

## Route 56 – La Selva – DISCONTINUED

**Alternative Service:** Limited segments of Route 55 along Clubhouse Dr and Seascaple Blvd/Via Pacifica will provide alternative service.

## Route 66 – Live Oak via 17th

**Weekdays:** A 10:00PM trip departing Santa Cruz Metro Center and a 10:40PM trip departing Capitola Mall have been added (replacing the discontinued Route 66N trips). **Weekends:** The first trip will depart Santa Cruz Metro Center at 8:00AM, continuing hourly through 6:00PM. The first trip will depart Capitola Mall at 8:45AM, continuing hourly through 7:45PM. A 9:00PM trip departing Santa Cruz Metro Center and a 9:40PM trip departing Capitola Mall have been added (replacing the discontinued Route 66N trips).

## Route 66N – Live Oak via 17th Night – DISCONTINUED

**Weekday Alternative Service:** Service will be replaced by a Route 66 trip at a similar time, with routing on Water St instead of Soquel Ave. **Weekend Alternative Service:** Service will be replaced by a Route 66 trip at a similar time, with routing on Water St instead of Soquel Ave.

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## Route 68 – Live Oak via Broadway / Portola

**Weekdays:** Route 68 will run along Broadway between Front St and Ocean St all year. Service along San Lorenzo Blvd and Ocean Street has been eliminated. The first trip departing Santa Cruz Metro Center at 6:15AM will be discontinued. The last two trips will depart Santa Cruz Metro Center at 5:15PM and 6:15PM instead of 5:30PM and 6:30PM, to keep the departure time consistent throughout the day. The last three trips will depart Capitola Mall at 4:30PM, 5:30PM, and 6:30PM instead of 4:35PM, 5:35PM, and 6:40PM to keep the departure times consistent throughout the day.

**Weekends:** Route 68 will run along Broadway between Front St and Ocean St all year. Weekend service will be reduced; trips from Santa Cruz Metro Center will depart hourly from 11:00AM to 4:00PM, and trips from Capitola Mall will depart hourly from 11:40AM to 4:40PM.

**Weekend Alternative Service:** Limited segments of Route 66 will provide alternative service.

## Route 69A/69W – Capitola Road / Cabrillo

**Weekdays:** 69W trips after 6:00PM will run every 60 minutes instead of every 30 minutes, but the last trip from Watsonville Transit Center will depart at 9:25PM, providing a later option than before. **Weekends:** Departures from Santa Cruz Metro Center will alternate between Routes 69A and 69W from 8:30AM to 6:30PM and from 8:00AM to 6:30PM from Watsonville Transit Center.

## Route 71 – Watsonville

**Weekdays:** Service departing Santa Cruz Metro Center will alternate between Clifford and Crestview every 30 minutes until 8:45PM, remaining trips will serve Clifford only. Service departing Watsonville Transit Center will alternate between Clifford and Crestview every 30 minutes until 8:30PM, remaining trips will serve Clifford only. Additional peak trips discontinued. **Weekends:** Service departing Santa Cruz Metro Center will alternate between Clifford and Crestview every 60 minutes until 8:45PM, remaining trips will serve Clifford only. Service departing Watsonville Transit Center will alternate between Clifford and Crestview every 60 minutes. The 9:30PM trip departing Watsonville Transit Center has been discontinued.

## Route 72 – Hospital / Pinto Lake

**Weekdays:** Service along Varni Rd and Corralitos Rd has been discontinued. The route alignment has changed south of Freedom Centre to serve segments lost due to the discontinuation of Route 74: Social Security Office and Watsonville Community Hospital. The 5:45AM trip has been discontinued.

## Route 72W – Corralitos Weekend

**Weekends:** New Route 72W service has been added every 2 hours from 9:25AM to 5:25PM. The route 72W will follow the previous Route 72 alignment; serving Varni Rd and Corralitos Rd.

## Route 74 – Watsonville Hospital / Freedom Centre – DISCONTINUED

**Alternative Service:** Limited segments of Route 72 will serve the Social Security Office and Watsonville Community Hospital. Limited segments of Route 74S will serve Ohlone Pkwy and W Beach St. Limited segments of Route 75 will serve Airport Blvd to provide alternative service.

## Route 75 – Green Valley

**Daily:** The 5:15AM and 7:15PM trips will be discontinued.

## Route 77 – Pajaro / Crestview – DISCONTINUED

**Alternative Service:** Limited segments of Route 69A will serve Lincoln St. Limited segments of Route 71 via Crestview will serve Freedom Blvd. Limited segments of Route 79 will serve Pajaro to provide alternative service.

## Route 79 – Pajaro / East Lake

**Weekdays:** The route alignment has changed to serve Pajaro due to discontinuation of Route 77. Service span reduced to run from 7:25AM to 5:25PM. **Weekends:** The route alignment has changed to serve Pajaro due to discontinuation of Route 77. Service frequency reduced to three trips at 8:00AM, 12:00PM, and 3:00PM.

## Route 91X – Commuter Express

**Weekdays:** During Cabrillo School Term, service is provided at a frequency of approximately every 30 minutes, departing Santa Cruz Metro Center from 6:55AM to 5:25PM and departing Watsonville Transit Center from 5:57AM to 4:20PM. When Cabrillo is not in session, the service frequency is reduced to every 60 minutes.

Información  
en Español  
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# Cambios al Servicio del Otoño: A partir del 8 de septiembre del 2016



Cambios al Servicio de Otoño y un previo de todos los Mapas y Horarios están disponibles en [scmtd.com/es/](http://scmtd.com/es/)

**NO CAMBIOS A PARACRUZ**

**Headways Guía para Viajeros del Otoño** estará disponible en todos los Autobuses de METRO y en Centros de Tránsito a partir del 1 de septiembre del 2016

## Rutas Descontinuadas

Las siguientes rutas han sido descontinuadas: 4W, 8, 12, 30, 54, 56, 66N, 74, 77. Vea las secciones a continuación para ver rutas alternas. Las rutas que no se mencionen específicamente a continuación NO cambiarán.

## Rutas Nuevas

El servicio de fin de semana de la Ruta 55 y la nueva ruta 72W han sido agregadas. Vea los detalles a continuación.

## Expreso de Amtrak Highway 17

**Lunes a Viernes:** El servicio del Expreso de Highway 17 de y hacia Soquel Park & Ride ha sido descontinuado; todas las corridas ahora iniciarán y terminarán en el Centro de Santa Cruz Metro. La corrida de las 5:05AM partiendo del Centro de Santa Cruz Metro ha sido descontinuada y las corridas de las 4:20PM y 4:40PM han sido combinadas para partir del Centro de Santa Cruz Metro a las 4:25PM. Las corridas de las 4:30PM, 4:55PM y 8:40PM partiendo de San Fernando y 7th han sido descontinuadas. La hora de inicio de corridas selectas han sido ajustadas para permitir las conexiones con el transporte regional; refiérase a los horarios para más detalles. **Fines de Semana:** La corrida de las 10:55PM partiendo de la Estación San Jose Diridon ha sido descontinuada. La hora de inicio de corridas selectas han sido ajustadas para permitir las conexiones con el transporte regional; refiérase a los horarios para más detalles.

## Ruta 3 – Mission / Beach

**Lunes a Viernes:** La Ruta 3 saldrá solamente una vez cada dos horas en vez de cada hora. El primer viaje iniciará a las 7:50AM. Los viajes de las 9:50AM y 11:50AM pasarán por Long Marine Lab and Seymour Marine Discovery Center. **Fines de Semana:** Todos los viajes regresarán a su ruta de fin de semana regular por Beach St. a 2nd St.

## Ruta 4 – Harvey West / Emeline

**Lunes a Viernes:** La primera vuelta de las 6:45AM ha sido descontinuada. El servicio iniciará a las 7:25AM y todas sus salidas serán 25 minutos pasados la hora.

## Ruta 4W – Harvey West Fines de Semana – DESCONTINUADA

## Ruta 8 – Emeline – DESCONTINUADA

**Servicio Alterno:** La Ruta 4 continuará sirviendo al Complejo Emeline.

## Ruta 10 – UCSC vía High

**Lunes a Viernes:** El viaje de las 6:50AM ha sido descontinuado. El primer viaje saldrá de Cedar y Walnut a las 7:22AM; el primer viaje saldrá del Centro de Santa Cruz Metro a las 7:50AM. **Fines de Semana:** El Viaje de las 5:50PM ha sido descontinuado.

## Ruta 12 – UCSC / East Side Directo – DESCONTINUADO

**Servicio Alterno:** La Ruta 68 brinda servicio entre 41st Ave y el Centro de Santa Cruz Metro. Las Rutas 15 y 16 brindan servicio entre el Centro de Santa Cruz Metro y UCSC.

## Ruta 15 – UCSC vía Laurel West

**Lunes a Viernes:** Los viajes de las 6:40AM, 8:20PM y 8:50PM han sido descontinuados. El servicio se brinda por lo menos cada 30 minutos de las 7:37AM a 7:37PM; entre las 1:37PM y 5:07PM la frecuencia será de cada 15 minutos.

## Ruta 16 – UCSC vía Laurel East

**Lunes a Viernes:** Durante el periodo escolar, el servicio se ofrece con una frecuencia de cada 15 minutos de 6:37AM a 7:37PM, después cada 30 a 60 minutos hasta el último viaje a las 12:07AM. Cuando la universidad no esté en sesión, la frecuencia se reducirá a cada 30 minutos y el último viaje saldrá a las 10:07PM. **Fines de Semana:** El primer viaje, que con anterioridad salía a las 7:00AM, saldrá a las 8:10AM. La frecuencia del servicio será de cada 30 minutos.

## Ruta 19 – UCSC vía Lower Bay

**Lunes a Viernes:** Los viajes iniciarán cinco minutos antes, saliendo a los 25 ó 55 minutos pasados la hora. **Fines de Semana:** La frecuencia del servicio se redujo para salir cada 60 minutos.

## Ruta 20 – UCSC vía Westside

**Lunes a Viernes:** Los viajes que inician a las 6:15PM darán servicio al Centro Comercial Safeway/Almar vía Mission and Almar Ave. **Fines de Semana:** Los viajes de las 8:20AM, 9:20AM y 10:20AM han sido descontinuados. El primer viaje saldrá a las 11:20AM. Los viajes que inician a las 4:20PM darán servicio al Centro Comercial Safeway/Almar vía Mission and Almar Ave.

## Ruta 30 – Graham Hill / Scotts Valley – DESCONTINUADA

**Servicio Alterno:** Segmentos limitados de la Ruta 35 brindarán servicio alternativo.

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# Cambios al Servicio del Otoño: A partir del 8 de septiembre del 2016



## Ruta 35/35A – San Lorenzo Valley

**Lunes a Viernes:** La Ruta 35/35A ya no ofrecerá servicio regular más allá de Mountain Store y Country Club; el servicio a Bear Creek Rd también será discontinuado (excepto servicio de término escolar "ST"). Los viajes alternarán la salida entre Mountain Store and Country Club de 5:30AM a 10:30PM. La frecuencia del servicio será reducida para salir cada 90 minutos después de las 6:30PM. **Fines de Semana:** El servicio a Highway 9 y Sylvan Ave y Big Basin State Park será discontinuado. Los viajes alternarán su salida entre Mountain Store and Country Club de 8:30AM a 10:30PM. La frecuencia del servicio será reducida para salir cada 90 minutos después de la 7:30PM.

## Ruta 40 – Davenport / North Coast Beaches (Playas de la Costa Norte)

**Lunes a Viernes:** Los viajes de las 12:30PM y 3:25PM serán discontinuados; solamente seguirán operando los viajes de las 6:40AM y 8:10AM. Las paradas de la planta de cemento ya no tendrán servicio; los viajes darán vuelta en la escuela Pacific en Davenport. **Fines de Semana:** El servicio de fines de semana ha sido discontinuado, incluyendo el servicio a Waddell Creek. **Servicio Alterno:** La Ruta 42 brindará servicio alternativo a Davenport.

## Ruta 41 – Bonny Doon

**Lunes a Viernes:** Los viajes de las 3:30PM y 5:30PM serán discontinuados; solamente seguirán operando los viajes de las 5:50AM y 8:00AM. **Fines de Semana:** El servicio de fines de semana ha sido discontinuado. **Servicio Alterno:** La Ruta 42 brindará servicio alternativo a Bonny Doon.

## Ruta 42 – Davenport / Bonny Doon

**Lunes a Viernes:** Se agregaron los viajes de las 3:30PM y 5:30PM para reemplazar a los viajes vespertinos de las discontinuadas Rutas 40 y 41. **Fines de Semana:** Se agregó un viaje a las 8:30AM para reemplazar los viajes matutinos discontinuados de las Rutas 40 y 41. El viaje de las 6:00PM ha sido cambiado para partir a las 4:30PM.

## Ruta 54 – Capitola / Aptos / La Selva Beach – DESCONTINUADO

**Servicio Alterno Entre Semana:** Segmentos limitados de la Ruta 55 a lo largo de Clubhouse Dr y Seascapes Blvd/Via Pacifica brindará servicio alternativo. **Servicio Alterno en Fines de Semana:** El servicio nuevo de fin de semana de la Ruta 55 ha sido agregado como alternativa para el servicio discontinuado de la Ruta 54.

## Ruta 55 – Rio Del Mar

**Lunes a Viernes:** La alineación de la ruta ha sido cambiada para dar servicio a segmentos perdidos debido a la discontinuación de las Rutas 54 y 56. En lugar de dar servicio a Monterey Ave y Park Ave, la Ruta 55 irá por Capitola Ave a Soquel Dr. Los viajes partirán cada hora de 8:30AM a 5:30PM. Los viajes de las 8:30AM, 1:30PM y 5:30PM se extenderán de Rio Del Mar Blvd y Clubhouse Dr a Via Pacifica por medio de Clubhouse Dr, Sumner Ave y Seascapes Blvd. **Fines de Semana:** Se agregarán dos viajes de fin de semana de la Ruta 55 a las 8:30AM y 1:30PM, como alternativa para los viajes de fin de semana discontinuados de la Ruta 54.

## Ruta 56 – La Selva – DESCONTINUADO

**Servicio Alterno:** Segmentos limitados de la Ruta 55 a lo largo de Clubhouse Dr y Seascapes Blvd/Via Pacifica brindarán servicio alternativo.

## Ruta 66 – Live Oak vía 17th

**Lunes a Viernes:** Se ha agregado un viaje a las 10:00PM partiendo del Centro de Santa Cruz Metro y uno a las 10:40PM partiendo del Centro Comercial Capitola (reemplazando los viajes discontinuados de la Ruta 66N). **Fines de Semana:** El primer viaje partirá del Centro de Santa Cruz Metro a las 8:00AM, continuando cada hora hasta las 6:00PM. El primer viaje partirá del Centro Comercial Capitola a las 8:45AM, continuando cada hora hasta 7:45PM. Ha sido agregado un viaje que partirá a las 9:00PM del Centro de Santa Cruz Metro y un viaje que partirá a las 9:40PM del Centro Comercial Capitola (reemplazando los viajes discontinuados de la Ruta 66N).

## Ruta 66N – Live Oak vía 17th Nocturna – DESCONTINUADA

**Servicio Alterno Entre Semana:** El servicio será reemplazado con un viaje de la Ruta 66 en un horario similar, con una ruta sobre Water St en lugar de Soquel Ave. **Servicio Alterno Fines de Semana:** El servicio será reemplazado con un viaje de la Ruta 66 en un horario similar, con una ruta sobre Water St en lugar de Soquel Ave.

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# Cambios al Servicio del Otoño: A partir del 8 de septiembre del 2016

## Ruta 68 – Live Oak vía Broadway / Portola

**Lunes a Viernes:** La Ruta 68 pasará por Broadway entre Front St y Ocean St todo el año. El servicio a lo largo de San Lorenzo Blvd y Ocean Street ha sido eliminado. El primer viaje que partía a las 6:45AM del Centro de Santa Cruz Metro será discontinuado. Los últimos dos viajes partirán del Centro de Santa Cruz Metro a las 5:15PM y 6:15PM en vez de las 5:30PM y 6:30PM, para mantener consistentes las horas de partida durante todo el día. Las tres últimas corridas partirán del Centro Comercial Capitola a las 4:30PM, 5:30PM y 6:30PM en vez de las 4:35PM, 5:35PM y 6:40PM para mantener consistentes las horas de partida durante todo el día. **Fines de Semana:** La Ruta 68 pasará por Broadway entre Front St y Ocean St todo el año. El servicio de fines de semana será reducido; las corridas del Centro de Santa Cruz Metro partirán cada hora desde las 11:00AM hasta las 4:00PM, y las corridas desde el Centro Comercial Capitola partirán cada hora desde las 11:40AM hasta las 4:40PM. **Servicio Alterno Fines de Semana:** Segmentos limitados de la Ruta 66 brindarán servicio alterno.

## Ruta 69A/69W – Capitola Road / Cabrillo

**Lunes a Viernes:** Las corridas de la 69W después de las 6:00PM partirán cada 60 minutos en vez de cada 30 minutos, pero la última corrida del Centro de Transporte de Watsonville partirá a las 9:25PM, ofreciendo una opción más tarde que anteriormente. **Fines de Semana:** Las salidas del Centro de Santa Cruz Metro se alternarán entre las Rutas 69A y 69W de 8:30AM a 6:30PM, y de 8:00AM a 6:30PM del Centro de Transporte de Watsonville Center.

## Ruta 71 – Watsonville

**Lunes a Viernes:** El servicio que salga del Centro de Santa Cruz Metro se alternará entre Clifford y Crestview cada 30 minutos hasta las 8:45PM, las corridas restantes solamente prestarán servicio a Clifford. El servicio que salga del Centro de Transporte de Watsonville se alternará entre Clifford y Crestview cada 30 minutos hasta las 8:30PM, las corridas restantes solamente prestarán servicio a Clifford. Las corridas adicionales durante periodos pico han sido discontinuadas. **Fines de Semana:** El servicio que salga del Centro de Santa Cruz Metro se alternará entre Clifford y Crestview cada 60 minutos hasta las 8:45PM, las corridas restantes solamente prestarán servicio a Clifford. El servicio que salga del Centro de Transporte de Watsonville se alternará entre Clifford y Crestview cada 60 minutos. La corrida de las 9:30PM saliendo del Centro de Transporte de Watsonville ha sido discontinuado.

## Ruta 72 – Hospital / Pinto Lake (Lago Pinto)

**Lunes a Viernes:** El servicio a lo largo de Varni Rd y Corralitos Rd ha sido discontinuado. La alineación de la ruta ha sido cambiada al sur del Freedom Centre para servir segmentos perdidos debido a la discontinuación de la Ruta 74: La Oficina del Seguro Social y el Hospital Comunitario de Watsonville. La corrida de las 5:45AM ha sido discontinuada.

## Ruta 72W – Corralitos Fines de Semana

**Fines de Semana:** Se ha agregado nuevo servicio a la Ruta 72W cada 2 horas de las 9:25AM a las 5:25PM. La Ruta 72W seguirá la alineación anterior de la Ruta; prestando servicio a Varni Rd y Corralitos Rd.

## Ruta 74 – Watsonville Hospital / Freedom Centre – DESCONTINUADA

**Servicio Alterno:** Segmentos limitados de la Ruta 72 prestarán servicio a la Oficina del Seguro Social y al Hospital Comunitario de Watsonville. Segmentos limitados de la Ruta 74S darán servicio a Ohlone Pkwy y W Beach St. Segmentos limitados de la Ruta 75 darán servicio a Airport Blvd para ofrecer servicio alterno.

## Ruta 75 – Green Valley

**Diario:** Las corridas de las 5:15AM y 7:15PM han sido discontinuadas.

## Ruta 77 – Pájaro / Crestview – DESCONTINUADA

**Servicio Alterno:** Segmentos limitados de la Ruta 69A darán servicio a Lincoln St. Segmentos limitados de la Ruta 71 vía Crestview dará servicio a Freedom Blvd. Segmentos limitados de la Ruta 79 dará servicio a Pajaro para ofrecer servicio alterno.

## Ruta 79 – Pájaro / East Lake

**Lunes a Viernes:** La alineación de la ruta ha sido cambiada para dar servicio a Pájaro debido a la discontinuación de la Ruta 77. Se redujo la frecuencia del servicio con salidas desde las 7:25AM a 5:25PM. **Fines de Semana:** La alineación de la ruta ha sido cambiada para dar servicio a Pájaro debido a la discontinuación de la Ruta 77. Se redujo la frecuencia del servicio para realizar solamente tres corridas a las 8:00AM, 12:00PM y 3:00PM.

## Ruta 91X – Expreso de Pasajeros Regulares

**Lunes a Viernes:** Durante el Ciclo Escolar de Cabrillo, el servicio se presta a una frecuencia aproximada de cada 30 minutos, partiendo del Centro de Santa Cruz Metro desde las 6:55AM hasta las 5:25PM y saliendo del Centro de Transporte de Watsonville desde las 5:57AM hasta las 4:20PM. Durante las suspensiones en Cabrillo, la frecuencia se reduce a cada 60 minutos.

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# SERVICE CHANGE ALERT!

# ¡ALERTA! CAMBIO DE SERVICIO

## AUGUST 5TH · 5 DE AGOSTO

The New Fall Schedule is Available at [scmtd.com](http://scmtd.com)

*El Horario Para el Otoño Estará Disponible en [scmtd.com](http://scmtd.com)*

## SEPTEMBER 1ST · 1 DE SEPTIEMBRE

Fall Headways are Available on Buses and at Transit Centers.

*Headways del Otoño Estarán Disponibles en Todos los Autobuses y Centros de Tránsito.*

## SEPTEMBER 8TH · 8 DE SEPTIEMBRE

BUS SERVICE CHANGES TAKE EFFECT. NO CHANGES TO PARACRUZ.

*CAMBIO DE SERVICIO DE AUTOBÚS TOMARÁN EFECTO. NO HABRÁN CAMBIOS A PARACRUZ.*

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## **August 26, 2016 Board of Directors Meeting**

August 2016 PSA

<https://youtu.be/erDb9KF8jD8>

**DISTRIBUTED AT 8/26/16 BOARD MEETING**

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Barrow Emerson, Planning and Development Manager  
**SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A  
CONTRACT FOR TRANSIT SERVICES WITH THE  
CABRILLO COLLEGE BEGINNING SEPTEMBER 8, 2016**

**I. RECOMMENDED ACTION**

**That the Board of Directors authorize the CEO to execute a two-year  
Contract for Transit Services with Cabrillo College beginning September 8,  
2016**

**II. SUMMARY**

- Cabrillo College has established a student fee for use of Santa Cruz Metropolitan Transit District (METRO) bus services (except Highway 17 Express service).
- METRO and Cabrillo College have agreed upon a level of service and cost for implementation of services along a number of METRO routes oriented to provide access for Cabrillo College students for the 2016-17 school year (Attachment A).
- Staff will return prior to June 2017 to establish funding and service levels for the 2017-18 school year

**III. DISCUSSION/BACKGROUND**

In the Spring of 2016, through a student ballot measure, Cabrillo College students assessed themselves a transportation fee to be used to secure METRO services. This fee will provide \$790,070 for the 2016/17 school year (Fall and Winter semesters).

Based on this funding level, and using the results of a student survey, Cabrillo College and METRO representatives established a suite of services which is described in detail in the attached contract (Attachment A).

Cabrillo students will be able to use their active student identification card to access all METRO services (except the Highway 17 express service) seven days a week at no cost.

Prior to June 30, 2017 the two parties will establish a funding level and service program for the 2017/18 school year (Summer, Fall, and Winter semesters) and

will return to the METRO Board for authorization of an amendment to this contract.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

Cabrillo College and METRO representatives examined a number of approaches to costing methodologies and established a preferred approach based on the direct cost to METRO of providing bus services, which includes the cost of salary and fringe benefits for eight bus operators and the associated consumable costs of fuel and parts.

The METRO FY17 operating budget currently includes \$944,000 for Cabrillo oriented services. This is the 12-month commitment from Cabrillo. However, it is the intention of both parties to align their funding commitment with school years; hence, this contract only covers the remaining 10-month period of the 2016-17 school year which consist of only the Fall and Winter semesters.

The FY17 operating budget will be revised as part of the November 2017 budget update to reflect the \$790,070. It is the intention of both parties to have the 2017-18 school year include the entire 12-month funding, which would include the Summer, Fall, and Winter semesters of that school year.

The FY18 operating budget will remain at \$944K for the entire 12-month school year funding.

#### **V. ALTERNATIVES CONSIDERED**

An alternative option would be to not establish a contract with Cabrillo College. This is not recommended by staff as Cabrillo College students need these services for access to school and METRO is able to retain services and Bus Operators as a result of this contract.

#### **VI. ATTACHMENTS**

**Attachment A:** Contract for Transit Services with Regents of Cabrillo College

Prepared by: Barrow Emerson, Planning and Development Manager

**VII. APPROVALS:**

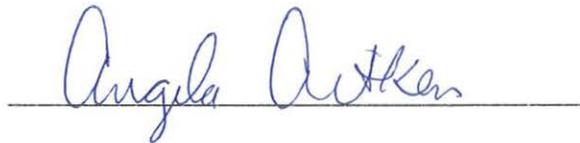
Barrow Emerson,  
Manger of Planning and Development



Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



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# Attachment A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

### CONTRACT FOR TRANSIT SERVICES WITH CABRILLO COMMUNITY COLLEGE DISTRICT

This contract (Contract) for transit services is made effective September 8, 2016 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California, hereinafter called "METRO", and Cabrillo Community College District, hereinafter called "College."

#### I. RECITALS

- 1.01 Whereas METRO provides public transportation services throughout the County of Santa Cruz according to published schedules;
- 1.02 Whereas, METRO desires to provide transportation (METRO Transit Service) for students, faculty and staff of the College, to and from the College and throughout the County of Santa Cruz;
- 1.03 Whereas, the College desires that students, faculty and staff utilize the METRO Transit Service to the maximum extent possible at an affordable rate;
- 1.04 Whereas, during the Contract's first year, METRO will provide Transit Services to College students during two semesters of the 2016-17 school year (Fall 2016 and Spring 2017); and
- 1.05 Whereas, during the second and subsequent years of the Contract, METRO will provide Transit Services to College students (and potentially to College faculty and staff) during all three semesters of the school year (Fall, Spring and Summer).

Now therefore, METRO and College agree as follows:

#### II. SCOPE OF AGREEMENT

- 2.01 Cabrillo College has adopted a student bus pass fee for the 2016-17 school year, the revenue from which is intended to fund implementation of new regularly scheduled METRO Transit Services, which will also be open to the public.
- 2.02 College will issue a METRO approved "Cabrillo College Bus Pass" to its current students, faculty and staff under such terms and conditions as College deems appropriate in its sole discretion, which shall be valid without payment of an additional fare on any METRO fixed route bus, except those in operation on the Highway 17 Express route.
- 2.03 For the first year of this Contract, which will cover only two semesters of the College's 2016-2017 school year, (Fall 2016 and Spring 2017) the bus pass will only be issued to students and will take the form of a valid Cabrillo College Student ID. After the first year of the Contract, METRO will provide Transit Services to College students during all three semesters of the school year (Fall, Spring and Summer), with the understanding that such Transit Services may be extended to College faculty and staff.
- 2.04 METRO operates four separate service periods during a year (Fall, Winter, Spring Summer), called "Bids", starting on September 8, 2016, December 14, 2016, March 8 or 22, 2017, and June 14, 2017 respectively, when adjustments to the service network and bus operator assignments are

# Attachment A

made. College has three semesters in the school year (Fall, Spring, Summer) starting on (for school year 2016-17) August 29, 2016, January 23, 2017, and June 19, 2017 respectively. The parties will work cooperatively to establish the protocols for College student access to METRO Transit Service during the transition period between school semesters. For the first year of this Contract, the parties will work cooperatively to establish the protocols for College student access to METRO Transit Service between the Fall and Spring semesters.

- 2.05 In the context of Item 3.01, METRO intends to, in conjunction with College, schedule less College-oriented service during the Summer 2017 “Bid” to match the reduced enrollment level at College during the summer semester. There will be no College-oriented weekend services implemented as part of METRO’s initial service plan.
- 2.06 The intent of the parties is to have this Contract cover College school years 2016-17 and 2017-18, although either party can pursue renegotiation of features of the Contract, including Transit Service routes and schedules, with 120 days advance notice to the other party. Furthermore, to be effective in the Spring Semester, notice of College required changes to service routes and schedules must be given to METRO by the prior November 1, for implementation in the first two weeks of the following March. To be effective in the Fall Semester, notice of College required changes to service routes and schedules must be given to METRO by the prior May 1, for implementation in the first two weeks of the following September.
- 2.07 College shall provide METRO with any changes to the format of the “Cabrillo College Bus Pass” 120 days in advance of implementation of any such changes.
- 2.08 College agrees to expeditiously implement this Contract and to identify a Transportation Coordinator whose job functions shall include marketing transit resources to the College community.
- 2.09 College and METRO staff will meet regularly to monitor service and ridership, consider route and schedule adjustments, and identify other issues to be addressed. Such issues identified by the project team as of the effective date of this Contract include the following:
  - a. Technology – METRO desires to introduce “smart card” technology, which has the potential to improve the efficiency and accuracy of boarding data. METRO will discuss the College’s participation in this initiative going forward.
  - b. Marketing – METRO is currently considering elimination/reduction of certain bus service. METRO appreciates this opportunity to work with the College to help sustain some of the bus service currently scheduled for elimination/reduction. In order to sustain this partnership and the College’s support, METRO is committed to providing a service that meets the College’s needs and is seen as a benefit to the College community. METRO looks forward to shared marketing/advertising efforts, which inform students, faculty and staff about the primary benefits of the program, including:
    - Individual financial savings
    - Opportunity to contribute to environmental goal of greenhouse gas reduction
    - Freeing up time to study, relax, work, etc. by not having to drive

# Attachment A

## III. BUS TRANSIT SERVICES

- 3.01 The specific set of METRO routes and trips implemented for the College's 2016-2017 school year will be agreed upon between the parties and documented in Exhibit A, is hereby incorporated into this contract. Exhibit B "METRO-Cabrillo College Service Costing Methodology, and Exhibit C "METRO-Cabrillo Route Matrix/ Explanation of Service Costs" are hereby incorporated into this contract.
- 3.02 METRO bus operators will register each boarding through the farebox, providing route and trip specific data to the College & METRO project team for planning purposes.

## IV. REIMBURSEMENT FOR COSTS

- 4.01 For the 2016-17 school year, the College will pay METRO for the costs of operating the METRO Transit Services provided to College pursuant to this Contract. Payment will be based on the full annual METRO cost of providing an operator and the per mile cost of providing the Transit Services, for a total annual amount of \$118,605, multiplied by the number of operators that will provide the METRO Transit Services. The specific components of this cost are identified in Exhibit B. Such costs may increase on an annual basis, in accordance with increases in costs incurred by METRO to provide the Transit Services.
- 4.02 The College has identified \$790,700 (Seven Hundred Ninety Thousand and Seven Hundred Dollars) in funding that is available for the 2016-17 school year, which would fund eight (8) operators for 10 months at \$9883.75 (Nine Thousand Eight Hundred and Eighty Three Dollars and Seventy Five Cents) per operator per month and their associated operating miles covering the Fall 2016 and Spring 2017 semesters. Six (6) of these operators will provide regularly scheduled service and two (2) will be assigned to the extra board, which provides backup operators to assist in maintaining the Transit Services in cases of scheduled operator unavailability, in keeping with standard transit operations standards.
- 4.03 METRO will invoice College ten percent of the METRO costs (\$79,070) on a monthly basis, beginning September 30, 2016 through June 30, 2017 the conclusion of the Contract period.
- 4.04 Prior to July 1, 2017, METRO and the College, will establish the funding, costing and reimbursement methodology for year two of this 22 (twenty-two) month agreement, which is from July 1, 2017 to June 30, 2018.

## V. TERM AND TERMINATION

- 5.01 The initial term of this Contract shall be twenty-two (22) months, from September 8, 2016 through June 30, 2018 . This Contract may be renewed for succeeding periods by mutual agreement of the parties, by execution of written amendments.
- 5.02 Following the first year of the Contract term, either party may terminate this Contract with 120 days advance notice in writing to the other party.

## VI. NOTICES

# Attachment A

- 6.01 Any notice, request, instruction, or other document deemed by either Party to be necessary or desirable to be given to the other Party shall be in writing and may be given by personal delivery to a representative of the Parties at the address below or by mailing the same, addressed as follows:

COLLEGE:

Cabrillo College  
6500 Soquel Drive, Bldg 2030  
Aptos, CA 95005  
Attention: Director of Purchasing, Contracts, Risk Management & Auxiliary Services

METRO:

Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060  
Attention: CEO/General Manager

## VII. MUTUAL INDEMNITY

- 7.01 College agrees to indemnify, save harmless and defend METRO, its directors, officers, agents and employees from legal liability of any nature or kind on account of any claim for damages to property or personal injuries to or death of person or persons incurred by reason of any act, or failure to act, of the College, its directors, officers, agents, and employees, or any of them, in performing any duties required by this Contract, unless such claims arise out of the sole negligence of METRO, its directors, officers, agents, or employees.

METRO agrees to indemnify, save harmless and defend the College, its directors, officers, agents, and employees from legal liability of any nature or kind on account of any claim for damages to property or personal injuries to or death of person or persons incurred by reason of any act, or failure to act, of METRO, its directors, officers, agents, and employees, or any of them, in performing any duties required by this Agreement, unless such claims arise out of the sole negligence of the College, its directors, officers, agents, or employees.

## VIII. COLLEGE REQUIRED INSURANCE PROVISIONS

- 8.01 METRO Insurance. At all times while providing or performing Services under this Agreement, the METRO shall obtain and maintain the policies of insurance described in this Section. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the METRO while providing or performing Services in connection in or about the College shall be as set forth in Section 8.07, below. Policies of insurance required of the METRO will be accepted by the College only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.
- 8.02 Workers Compensation and Employers Liability Insurance. METRO shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. METRO shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death)

# Attachment A

by accident or disease to any employee which arises out of the employee's employment by METRO. The Employer's Liability Insurance required of METRO hereunder may be obtained by METRO as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

- 8.03 Commercial General Liability and Property Insurance. METRO shall purchase and maintain Commercial General Liability and Property Insurance as will protect METRO from the types of claims set forth below which may arise out of or result from METRO's Services under this Agreement and for which METRO may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than METRO's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to METRO's obligations under this Agreement. College shall be endorsed as an additional insured to METRO's commercial general liability insurance policy.
- 8.04 Subcontractors' Insurance. Each Subcontractor providing or performing a portion of the Services or obligations of the METRO under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the METRO's Subcontractors shall conform to the standards or requirements set forth in Section 2.6.
- 8.05 Policy Endorsements; Evidence of Insurance. METRO shall deliver to the College Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the College. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the College.
- 8.06 The following sentence shall be included in the additional insured endorsements:
- “Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, agents, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder.”
- 8.07 METRO's Insurance Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by METRO and each of its Subcontractors are:

Workers Compensation	In accordance with applicable law
Employers Liability (Injury or Death and Property Damage)	\$1,000,000
Commercial General Liability (including Bodily Injury or Death and Property Damage) Per Occurrence	\$2,000,000

# Attachment A

Aggregate \$4,000,000

Automobile Liability - Bodily Injury or Death

Per Occurrence \$ 2,000,000

## IX. MISCELLANEOUS PROVISIONS

- 9.01 In the event suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party that is entitled to recover its costs of suit, whether or not the suit proceeds to find judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.
- 9.02 This Contract, together with all subordinate and other documents incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties hereto. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby.
- 9.03 College represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.
- 9.04 In connection with the distribution and use of "Cabrillo College Bus Pass" and METRO Transit Services, College and METRO shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group or persons in any manner prohibited by Federal, State or local laws.
- 9.05 College and METRO agree to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally assisted programs
- 9.06 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
- 9.07 College shall not assign or transfer any interest in this Contract without prior, written consent of METRO. Any attempted assignment or transfer shall be void.
- 9.08 METRO shall not assign or transfer any interest in this Contract without prior, written consent of College. Any attempted assignment or transfer shall be void.
- 9.09 Time is of the essence in this Contract.

# Attachment A

- 9.10 Each party to this Contract shall maintain books, accounts, records and data related to this Contract in accordance with applicable state and federal requirements and shall maintain those books, accounts, records and data for three (3) years after the termination of this Contract. For the duration of the Contract and for a period of three years thereafter, either party's representatives and representatives of the United States Department of Transportation, the Controller General of the United States and the Auditor General of the State of California shall have the right to examine these books, accounts, records, data and other information relative to this Contract for the purpose of auditing and verifying statements, invoices, bills and revenues pursuant to this Contract.
- 9.11 College agrees to submit to METRO any and all advertising, sales promotion, and other publicity matter relating to any METRO Transit service wherein METRO's name is mentioned or language used from which the connection of METRO's name therewith may, within reason, be inferred or implied. College further agrees not to publish or use any such advertising, sales promotion, or publicity matter without the prior written consent of the METRO.
- 9.12 METRO agrees to submit to College any and all advertising, sales promotion, and other publicity matter relating to any College Transit service wherein College's name is mentioned or language used from which the connection of College's name therewith may, within reason, be inferred or implied. METRO further agrees not to publish or use any such advertising, sales promotion, or publicity matter without the prior written consent of the College.
- 9.13 Each party has full power and authority to enter into and perform this Contract and the persons signing this agreement on behalf of each party has been properly authorized to enter into it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

SANTA CRUZ METROPOLITAN  
TRANSIT DISTRICT

CABRILLO COLLEGE

BY: \_\_\_\_\_  
Alex Clifford  
CEO/General Manager

BY: M. Robins 8/18/16  
Michael Robins  
Director of Purchasing, Contracts, Risk  
Management & Auxiliary Services  
Governing Board Authorized Contract Signer on  
Behalf of the Governing Board  
Cabrillo Community College District

Approved as to form:  
Leslyn Syren  
Leslyn Syren

Approved as to form:  
Gale Stevens 8/18/16  
Gale Stevens  
District Buyer

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# Exhibit A

## **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

### **CONTRACT FOR TRANSIT SERVICES**

### **WITH REGENTS OF CABRILLO COMMUNITY COLLEGE DISTRICT**

### **EXHIBIT A (BUS TRANSIT SERVICES)**

During the Contract's first year, Santa Cruz Metropolitan Transit District (METRO) will provide Transit Services to Cabrillo College students during two semesters of the 2016-2017 school year (Fall 2016 and Spring 2017). The following trips will run ONLY when Cabrillo is in session during those two semesters:

#### **Route 91X**

- 11 Inbound trips
- 11 Outbound trips

The following trips will run during METRO's Fall 2016, Winter 2016 and Spring 2017 Bids to help with overcrowding of College students:

#### **Route 71**

- 2 Inbound trips
- 2 Outbound trips

#### **Route 69A**

- 3 Inbound trips
- 3 Outbound trips

#### **Route 35A**

- 2 Outbound trips

#### **Route 35**

- 2 Inbound trips

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# Exhibit B

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CONTRACT FOR TRANSIT SERVICES WITH REGENTS OF CABRILLO COMMUNITY COLLEGE DISTRICT

### EXHIBIT B (SERVICE COSTING METHODOLOGY)

As part of its financial and service planning the Santa Cruz Metropolitan Transit District (METRO) has established the cost of one Operator providing service for a year. For FY17 this cost has been set at \$118,605 per Operator, consisting of the full cost of an Operator (salary and fringe benefits) and the cost of the operating mile “consumables” required to operate the bus (fuels, oil, parts).

This cost is referred to as the “direct” or “marginal” cost of the providing the service and does not include other “overhead” including maintenance, facilities, and administrative costs.

Operator Cost	\$95,092
Mileage Cost	\$23,513
Total Cost	\$118,605

#### Operator Cost

The Operator cost of \$95,092 was derived from the average salary/fringe benefits for the lowest paid 20% of Operators.

This cost can continue to fluctuate as the salary and benefit costs of Operators change over time. It is the intent of METRO to revise its operating cost every fiscal year.

#### Mileage Cost

The Mileage cost was established as shown below.

Assumptions: 1,370 revenue service hours (RSH) per year per Operator  
18% deadhead hours in addition to revenue service hours (system average)

1,370	RSH per year
x 1.18	(deadhead hours)
= 1,616	Total hours per Operator per year
x 15	Miles per hour (system average)
= 24,240	Miles per Operator per year

The cost per mile is based on the FY16 budget for Fleet Supplies of \$3.71M divided by the FY16 total miles of 3,819,878.

\$3,710,000 divided by 3,819,878 total annual miles = \$0.97 per mile

24,240 miles per year per operator x \$0.97 = \$23,513 consumables per operator per year.

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# Exhibit C

## **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

### **CONTRACT FOR TRANSIT SERVICES WITH CABRILLO COMMUNITY COLLEGE DISTRICT**

#### **EXHIBIT C (METRO-Cabrillo Route Matrix/ Explanation of Service Costs)**

Cabrillo funding will support eight (8) Bus Operators for the 2016-2017 school year. This exhibit will explain how the Cabrillo services are covered by those Operators.

The following describes the work assignments:

To create efficient daily work assignments and follow the work rules in the UTU Labor Agreement, not all of the work assignments can be exclusively assigned to Cabrillo services.

Two (2) of the six (6) Operator assignments are entirely Cabrillo oriented Route 91X services.

To create the next four (4) full-time equivalent assignments requires parts of seven (7) different Bus Operators' daily shifts to provide the remaining Cabrillo oriented services listed in Exhibit A. These seven (7) operators will provide Cabrillo oriented services including Routes 35A/35, 69A, 71 and additional 91X trips as a portion of their day, while providing other METRO services during the rest of their day.

Per agreement with Cabrillo Community College staff, standard transit industry and Santa Cruz Metropolitan Transit District (METRO) business practice, transit agencies maintain 25% "Extraboard Operators", which provides coverage during absences for regularly assigned Operators and for back-up trips of these services, as needed. The remaining two (2) Cabrillo College funded Operators are committed to this Extraboard.

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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Barrow Emerson, Planning and Development Manager  
**SUBJECT: CONSIDERATION OF A REQUEST FROM CABRILLO COLLEGE TO BE ESTABLISHED AS AN EX-OFFICIO DIRECTOR ON THE METRO BOARD**

**I. RECOMMENDED ACTION**

**That the Board of Directors approve an amendment to Title I, Chapter 2, of the Administrative Code, to authorize the establishment of Cabrillo College as an Ex-Officio Director on the METRO Board.**

**II. SUMMARY**

- This revision to the Board's Administrative Code follows a request by Cabrillo College to establish Cabrillo College as an Ex-Officio Director to the Board of Directors. This appointment will serve in the same capacity as the Ex-Officio Director from the University of California, Santa Cruz.
- Santa Cruz Metropolitan Transit District (METRO) and Cabrillo College (College) have agreed upon a contract for implementation of services along a number of METRO routes oriented to provide access for Cabrillo College students.
- This revision to the Board's Administrative Code will allow for this particular Ex-Officio appointment request as well as future requests that may arise.

**III. DISCUSSION/BACKGROUND**

As a result of establishing a two-year contract between Cabrillo College and METRO for college oriented METRO services, the College has requested the creation of an Ex-Officio Director for the College for the period of their service contract (See Attachment A).

District Counsel has prepared an amendment to the Board's Administrative Code that would provide authority for this Ex-Officio Director from Cabrillo College.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

None.

**V. ATTACHMENTS**

**Attachment A:** July 1, 2016 Letter from Cabrillo College requesting to be an Ex-Officio Director on the METRO Board

**Attachment B:** Resolution Approving an Amendment to Title I, Chapter 2 of the Administrative Code

Prepared by: Barrow Emerson, Planning and Development Manager  
Leslyn Syren, District Counsel

III. APPROVALS:

Barrow Emerson,  
Manger of Planning and Development

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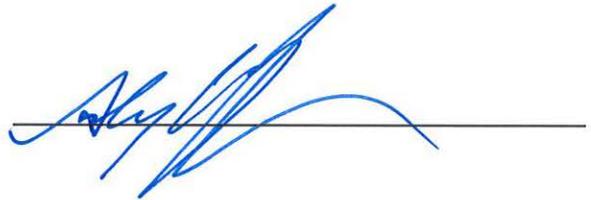
Approved as to form:  
Leslyn K. Syren, District Counsel

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Approved as to fiscal impact:  
Angela Aitken, Finance Manager

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Alex Clifford, CEO/General Manager

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# Attachment A

Alex Clifford  
CEO / General Manager  
Santa Cruz Metropolitan Transit District  
Administrative Offices  
110 Vernon Street  
Santa Cruz, CA 95060

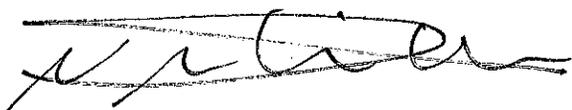
July 1, 2016

Dear Mr. Clifford

The Cabrillo Community College District and Associated Students are very excited to be partnering with the Santa Cruz METRO for the upcoming 2016-17 academic year. With this partnership, we would like to have as a part of our contract, the inclusion of an Ex-Officio member on the METRO Board of Directors to represent Cabrillo College.

Thank you for your time and we look forward to hearing your response.

Sincerely,

A handwritten signature in black ink, appearing to read 'Flor Chacon', written over a horizontal line.

Flor Chacon  
Student Activities Coordinator  
Cabrillo College

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# Attachment B



## BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### A RESOLUTION AMENDING TITLE 1, CHAPTER 2 TO THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S ADMINISTRATIVE CODE

**WHEREAS**, the Santa Cruz Metropolitan Transit District was created pursuant to the "Santa Cruz Metropolitan Transit District Act of 1967" as codified in Public Utilities Code sections 9800 et. seq; and

**WHEREAS**, Board of Directors of the Santa Cruz Metropolitan District may take all actions necessary for the proper administration of the affairs of the district; and

**WHEREAS**, the Board of Directors desires to amend its Bylaws in the Administrative Code to include the authority to appoint Ex Officio members to its Board of Directors; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Santa Cruz Metropolitan Transit District as follows:

Title I, Chapter 2 of the Administrative Code of the Santa Cruz Metropolitan Transit District is amended by the Board of Directors as set forth in Exhibit A Resolution.

**PASSED AND ADOPTED** this 26<sup>th</sup> Day of August 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:  
Mike Rotkin, Chair

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# Attachment B

Resolution No. \_\_\_\_\_  
Page 2

Attest:

Alex Clifford, CEO/General Manager

\_\_\_\_\_

Approved as to form:

Leslyn K. Syren, District Counsel

\_\_\_\_\_

# Attachment B

Resolution No. \_\_\_\_\_  
Page 3

## **EXHIBIT A, SANTA CRUZ METROPOLITAN TRANSIT DISTRICT RESOLUTION NO. \_\_\_\_\_**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Title I, Chapter 2, Bylaws of the Administrative Code

(Attached)

# Exhibit A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

### ADMINISTRATIVE CODE

#### TITLE I – ADMINISTRATION

##### CHAPTER 2

##### BYLAWS

**Title I, Chapter 2, is hereby amended as follows:**

##### **Article V**

##### **Directors**

##### **§1.2.501 The Board of Directors**

METRO shall be governed by a Board of Directors of eleven members because such membership is necessary to insure adequate representation to all the areas in the County of Santa Cruz.

**In addition to the above, the Board of Directors may appoint Ex Officio Directors as it determines are in the best interest of METRO and consistent with its needs and mission.**

##### **§1.2.502 Appointment**

The membership of the Board of Directors shall be composed of one member appointed by each City Council of Santa Cruz, Capitola, Scotts Valley, Watsonville and any other incorporated area of the District to represent the incorporated area and one member appointed by the Board of Supervisors of the County of Santa Cruz to represent the unincorporated area. Other appointments shall be made in accordance with the proportionate population within the District. The apportionment shall be based upon the population distribution within the District and the Board shall reapportion its membership whenever any part of the District is excluded or new territory is added or unincorporated territory within the District incorporates and as a result of the exclusion, annexation, or incorporation, representation on the Board no longer reflects the population distribution within the District. The Board shall also reapportion whenever the County election official advises the Board that the latest official census indicates a need for reapportionment.

# Exhibit A

**In addition to the membership appointed as provided in the preceding paragraph, the Board of Directors may appoint Ex Officio Directors to its Board upon an affirmative vote of the majority of its members.**

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**DATE:** August 26, 2016

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager

**SUBJECT: ACCEPT AND FILE REPORT ON FY16 FTA TRIENNIAL REVIEW**

## **I. RECOMMENDED ACTION**

**That the Board of Directors accept and file the Federal Transit Administration (FTA) Final FY16 Triennial Review report and direct staff to return to the Board with corrections to the deficiencies listed within Section V. Summary of Findings at a later date.**

## **II. SUMMARY**

- The FTA performs Triennial Reviews of grantees every three years
- Santa Cruz METRO recently underwent this review in April of 2016 and was visited by the FTA reviewer from the Calyptus Group
- As part of the exit interview in April, the FTA reviewer provided Santa Cruz METRO staff with the draft final report.
- A final report was provided to Santa Cruz METRO the end of June 2016.
- As a result of the review, Santa Cruz METRO was found to be in full compliance on 10 of the 17 review areas
- Deficiencies were found in 7 of the review areas:
  1. Financial Management and Capacity
  2. Technical Capacity
  3. Americans with Disabilities Act (ADA)
  4. Title VI
  5. Procurement
  6. Disadvantage Business enterprise (DBE)
  7. Planning/Program of Projects
- Santa Cruz METRO had no repeat deficiencies from the 2013 Triennial Review
- Staff will return to the Board with corrections to the deficiencies listed within Section V. of the Summary of Findings at a later date.

### III. DISCUSSION/BACKGROUND

The United States Code, Chapter 53 of Title 49 requires that the Federal Transit Administration perform reviews and evaluations of urbanized area formula grant activities at least every three years. Santa Cruz METRO provided volumes of information to the FTA reviewer in December of 2015 as part of a desk review, in advance of the April 2016 Triennial Review visit. Santa Cruz METRO was visited by representatives from the FTA reviewer Calyptus Group in April, to assess grantee management practices, program implementation and an evaluation of compliance with Federal requirements.

As part of the exit interview in April, the Calyptus Group provided Santa Cruz METRO staff with the draft final report. A final report was provided the end of June 2016. There are 17 compliance areas that were examined as part of the review. Santa Cruz METRO was in full compliance in 10 of those areas. Santa Cruz METRO was found to be deficient in the following 7 review areas:

- i. Financial Management and Capacity
  1. No existing financial plan
- ii. Technical Capacity
  1. Inadequate oversight of subrecipient/ third-party contractor/lessees
- iii. Americans with Disabilities Act (ADA)
  1. Facility accessibility standards deficiency
  2. Limits or capacity constraints on ADA complementary paratransit service
- iv. Title VI
  1. Lacking a language assistance plan
  2. Lacking assessment or provisions for LEP persons
- v. Procurement
  1. Procurement policies not current/complete
  2. Contract administration system not implemented
- vi. Disadvantage Business enterprise (DBE)
  1. DBE goal submission not complete
  2. DBE policy not updated
  3. Shortfall analysis or corrective steps inadequate
- vii. Planning/Program of Projects
  1. No current agreement or deficiencies in agreement with MPO

The title for the above findings is a standardized FTA Finding Title. For example, under Financial Management and Capacity, the finding is “No existing financial plan”. We have a Board approved 2-year operating budget in place and a 5-year forecast in place. The FTA is interested in following our Structural Deficit through to its conclusion, so they have asked for financial status updates that show a financial plan that will eliminate the Structural Deficit in a reasonable time frame. We have provided that documentation and have asked for this finding to be closed. Additionally, Santa Cruz METRO had no repeat deficiencies from the 2013 Triennial Review.

Staff recommends that the Board accept and file the FTA Final FY16 Triennial Review report and direct staff to return to the Board with corrections to the deficiencies listed within Section V. of the Summary of Findings at a later date.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

There is no financial impact from the FY16 Triennial Review

#### **V. ALTERNATIVES CONSIDERED**

There is no alternative to the FY16 Triennial Review

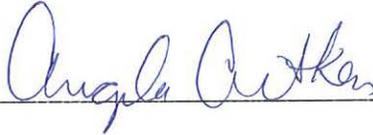
#### **VI. ATTACHMENTS**

**Attachment A:** FY16 Triennial Review – Letter and Final Report

Prepared by: Angela Aitken, Finance Manager

**VII. APPROVALS:**

Angela Aitken, Finance Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



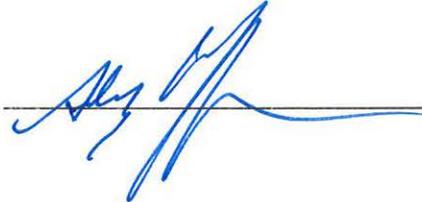
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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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# Attachment A



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

REGION IX  
Arizona, California,  
Hawaii, Nevada, Guam  
American Samoa,  
Northern Mariana Islands

90 Seventh Street  
Suite 15-300  
San Francisco, CA 94103-6701  
415-734-9490  
415-734-9489 (fax)

**JUN 29 2016**

Mr. Alex Clifford  
CEO/General Manager  
Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060

RE: FY 2016 Final Triennial Review Report

Dear Mr. Clifford:

The enclosed final report documents the Federal Transit Administration's (FTA) Triennial Review of the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) in Santa Cruz, California. This review is required by Chapter 53 of Title 49, United States Code, Section 5307. Although not an audit, the Triennial Review is the FTA's assessment of Santa Cruz METRO's compliance with Federal requirements, determined by examining a sample of grant management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute, a comprehensive and final review of compliance with grant requirements.

The Triennial Review focused on Santa Cruz METRO's compliance in 17 areas. No deficiencies were found with the FTA requirements in ten (10) areas. Deficiencies were found in seven (7) areas: Financial Management and Capacity, Technical Capacity, Americans with Disabilities Act (ADA), Title VI, Procurement, Disadvantaged Business Enterprise (DBE), and Planning/Program of Projects. Santa Cruz METRO had no repeat deficiencies from the 2013 Triennial Review.

As part of this year's Triennial Review of Santa Cruz METRO, FTA incorporated an Enhanced Review Module (ERM) in the Financial Capacity, Procurement, and DBE areas. The purpose of an ERM is to conduct a more comprehensive review of underlying or contributing issues identified during the pre-assessment stage of the Triennial Review. Deficiencies resulting from the ERMs are presented in the Financial Management and Capacity, Procurement, and DBE sections of the report that follows.

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We greatly appreciate your commitment to making public transportation America's mode of choice. Thank you for your personal contribution, cooperation and assistance during this Triennial Review since we realize that the review involved effort, time, and planning. If you need any technical assistance or have any questions, please do not hesitate to contact Ms. Philoki Barros at (415) 734-9452 or by email at [philoki.barros@dot.gov](mailto:philoki.barros@dot.gov).

Sincerely,

  
For Leslie T. Rogers  
Regional Administrator

Enclosure

cc: Dene Bustichi  
Chair, Santa Cruz METRO Board of Directors  
110 Vernon Street  
Santa Cruz, CA 95060

# Attachment A

## FINAL REPORT

### FY 2016 TRIENNIAL REVIEW

of the

**Santa Cruz Metropolitan Transit District  
[SCMTD]  
Santa Cruz, CA  
Recipient ID: 1675**

*Performed for:*

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION  
REGION IX**

*Prepared by:*

**Calyptus Consulting Group, Inc.**

**Scoping Meeting Date: January 8, 2016**

**Site Visit Dates: April 28-29, 2016**

**Draft Report Date: June 1, 2016**

**Final Report Date: July 6, 2016**

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## I. Executive Summary

This report documents the Federal Transit Administration’s (FTA) Triennial Review of the Santa Cruz Metropolitan Transit District (Santa Cruz METRO). The review was performed by Calyptus Consulting Group, Inc. During the site visit, administrative and statutory requirements were discussed and documents were reviewed. Santa Cruz METRO’s transit facilities were toured to provide an overview of activities related to FTA-funded projects.

The Triennial Review focused on Santa Cruz METRO’s compliance in 17 areas. As part of this year’s Triennial Review of Santa Cruz METRO, FTA incorporated Enhanced Review Modules (ERM) in the Financial Capacity, Procurement, and DBE areas. The purpose of an ERM is to conduct a more comprehensive review of underlying or contributing issues identified during the pre-assessment stage of the Triennial Review. Results from the ERMs are presented in the Financial Management and Capacity, Procurement, and DBE sections of the table and the body of the report.

Deficiencies were found in the areas listed below.

Review Area	Deficiencies	
	Code	Description
Financial Management and Capacity	D. 15	No existing financial plan
Technical Capacity	D. 208	Inadequate oversight of subrecipient/ third-party contractor/ lessees
Americans with Disabilities Act (ADA)	D. 30	Facility accessibility standards deficiency
	D. 109	Limits or capacity constraints on ADA complementary paratransit service
Title VI	D. 289	Lacking a language assistance plan
	D. 11	Lacking assessment or provisions for LEP persons
Procurement	D. 740	Procurement policies not current/complete
	D. 558	Contract administration system not implemented
Disadvantaged Business Enterprise (DBE)	D. 548	DBE goal submission not complete
	D. 264	DBE policy not updated
	D. 563	Shortfall analysis or corrective steps inadequate
Planning/ Program of Projects	D. 480	No current agreement or deficiencies in agreement with MPO

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## II. Review Background and Process

### 1. Background

The United States Code, Chapter 53 of Title 49 (49 U.S.C. 5307(f)(2)) requires that “At least once every three years, the Secretary shall review and evaluate completely the performance of a grantee in carrying out its program, specifically referring to compliance with statutory and administrative requirements.” This Triennial Review was performed in accordance with FTA procedures (published in FTA Order 9010.1B, April 5, 1993).

The Triennial Review includes a review of the grantee’s compliance in 17 areas. The basic requirements for each of these areas are summarized in Section IV.

This report presents the findings from the Triennial Review of Santa Cruz METRO. The review concentrated on procedures and practices employed during the past three years; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of grants. The specific documents reviewed are referenced in this report and are available at FTA’s regional office or the grantee’s office.

### 2. Process

The Triennial Review process includes a pre-review assessment, a review scoping meeting with the FTA regional office, and an on-site visit to the grantee’s location. The review scoping meeting was conducted with the Region 9 Office on January 8, 2016. Necessary files retained by the regional office were sent to the reviewer electronically. A grantee information request and review package was sent to Santa Cruz METRO advising it of the site visit and indicating information that would be needed and issues that would be discussed. The site visit to Santa Cruz METRO occurred on April 28-29, 2016.

The on-site portion of the review began with an entrance conference, at which the purpose of the Triennial Review and the review process were discussed. The remaining time was spent discussing administrative and statutory requirements and reviewing documents. The reviewers toured Santa Cruz METRO’s transit administrative offices and maintenance facilities on Vernon Street to provide an overview of activities related to FTA-funded projects. The reviewers examined a sample of maintenance records for FTA-funded vehicles and equipment. Upon completion of the review, FTA and the reviewers provided a summary of preliminary findings to Santa Cruz METRO at an exit conference. Section VI of this report lists the individuals participating in the review.

### 3. Metrics

The metrics used to evaluate whether a grantee is meeting the requirements for each of the areas reviewed are:

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- *Not Deficient*: An area is considered not deficient if, during the review, no findings were noted with the grantee's implementation of the requirements.
- *Deficient*: An area is considered deficient if any of the requirements within the area reviewed were not met.
- *Not Applicable*: An area can be deemed not applicable if, after an initial assessment, the grantee does not conduct activities for which the requirements of the respective area would be applicable.

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## III. Grantee Description

### 1. Organization

Santa Cruz Metropolitan Transit District (Santa Cruz METRO) provides transit service in Santa Cruz County, California, serving Capitola, Santa Cruz, Scotts Valley and Watsonville and unincorporated areas of Santa Cruz County. Santa Cruz METRO was established in 1967 and formed under the State of California Public Utilities Code, Section 98000. The service area population is less than 200,000 (as of May 2016).

Santa Cruz METRO is organized into thirteen (13) major departments, including Administration, Finance, Customer Service, Human Resources, Information Technology, Planning, District Counsel, Risk Management, Purchasing, Facilities Maintenance, Paratransit, Operations, and Fleet Maintenance.

Santa Cruz METRO directly operates all fixed route and paratransit services, as well as one commuter route with a network of 35 fixed routes, and supplements its ADA paratransit service as needed with one taxicab company. Service is provided weekdays from 4:45 a.m. to 10:55 p.m. Weekend service is operated from 6:40 a.m. to 10:55 p.m. The grantee's complementary paratransit service, known as ParaCruz, operates during the same days and hours of service as the fixed routes and is provided within  $\frac{3}{4}$  mile of fixed routes, except the Highway 17 commuter route.

The cash adult fare for fixed route bus service is \$2.00. A reduced cash fare of \$1.00 is offered to older adults, 62 years or older, and persons with disabilities with valid ID. The Highway 17 express service route is \$7.00. The fare for ADA paratransit service is \$4.00 or \$6.00; depending on the origin and destination of your paratransit trip.

Santa Cruz METRO operates a fleet of 116 buses for fixed-route service from a newly completed operations facility at 1200 River Street, Santa Cruz. Its bus fleet consists of 35- and 40-foot standard and low floor buses.

Newly renovated Santa Cruz METRO administration offices are at 110 Vernon Street.

Santa Cruz METRO fixed route service is supported by four transit centers:

- Pacific Station, 920 Pacific Ave., Santa Cruz, CA
- Watsonville Transit Center, 475 Rodriguez St., Watsonville, CA
- Cavallaro Transit Center, Kings Village Dr., Scotts Valley, CA
- Capitola Transit Center, Capitola Mall, 41st St., Capitola, CA (leased and non-federally funded)

Santa Cruz METRO also owns a park and ride facility:

- Highway 1/Soquel Park and Ride, 3003 Paul Sweet Road, Santa Cruz, CA

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## 2. Services

Santa Cruz METRO's National Transit Database Report for fiscal year 2014 provided the following financial and operating statistics for its fixed-route and paratransit service:

<b>Operating Statistic</b>	<b>Fixed-Route Service</b>	<b>Paratransit Service</b>
Unlinked Passengers	5,147,424	88,233
Revenue Hours	200,011	44,437
Operating Expenses	\$ 33,139,175	\$ 4,986,562
	<b>Commuter Bus</b>	<b>Demand Response - Taxi</b>
Unlinked Passengers	365,837	8,615
Revenue Hours	23,887	4,588
Operating Expenses	\$ 3,958,300	\$ 333,630

## 3. Grant and Project Activity

Below is a list of Santa Cruz METRO's open grants at the time of the review.

<b>Grant Number</b>	<b>Grant Amount</b>	<b>Year Executed</b>	<b>Description</b>
CA-04-0021-00	\$396,000.00	2007	Pacific Station Expansion FY 2006
CA-04-0102-00	\$490,000.00	2008	Pacific Station Expansion FY 2008
CA-90-Z267-00	\$5,448,200.00	2015	FY15 Urbanized Area Operations

In the past few years, Santa Cruz METRO completed the following noteworthy projects:

- Santa Cruz METRO adopted an updated Short Range Transit Plan in July 2014.
- Santa Cruz METRO purchased 6 new CNG 35' low-floor Excelsior buses which began operating in revenue service in 2014.
- Santa Cruz METRO completed the conceptual redesign plans for both the Pacific Station and Watsonville transit centers and will proceed to environmental review when funding is available.
- Santa Cruz METRO completed a fiber-optic installation from the city of Watsonville trunk line to the Watsonville Transit Center.
- Santa Cruz METRO completed reconstruction of the Green Valley bus stop to facilitate ADA access.

Santa Cruz METRO is currently implementing the following noteworthy projects:

- Ongoing projects include completion of the Judy K. Souza Operations Building, the final component of the MetroBase facilities consolidation project. Santa Cruz METRO moved into the new facility in April of 2016.

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- Santa Cruz METRO will use all of its FTA 5339 capital allocation to maintain its facilities in a state of good repair and will use pre-award authority to initiate roof repairs, parking lot maintenance and facilities repainting prior to grant contract award.
- Santa Cruz METRO continues its Land-Mobile Radio System upgrade and anticipates that all radios and repeater sites will be upgraded to provide full, 6Mhz digital radio service by the end of 2016.
- Santa Cruz METRO is upgrading its video surveillance system by installing new cameras and peripheral equipment at some of the original installations.

Santa Cruz METRO plans to pursue the following noteworthy projects in the next three to five years:

- During the next 3 to 5 years, Santa Cruz METRO intends to implement its first all-electric bus fleet.
- Santa Cruz METRO's highest capital improvement project priority is to install an Automatic Vehicle Locator (AVL) system and Automatic Passenger Counting (APC) system on its buses to provide adequate ridership and performance data for service planning. Santa Cruz METRO also intends to add on-board video surveillance equipment to increase passenger security and to deter criminal activity.

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## IV. Results of the Review

### 1. Financial Management and Capacity

Basic Requirement: The grantee must demonstrate the ability to match and manage FTA grant funds, cover cost increases and operating deficits, cover maintenance and operational costs for FTA-funded facilities and equipment, and conduct and respond to applicable audits.

#### Enhanced Review Module Conducted on Santa Cruz METRO Financial Capacity:

##### Areas Covered:

- Financial Planning Policies
- Non-Federal Match (State and Local)
- Non-Federal Match (Debt)
- Deferred Cost
- Budget Requirements
- Budget Development
- Variance Analyses
- Budget Revisions
- Project Planning

##### Process:

The Financial Capacity Enhanced Review Module (ERM) consisted of interviews with Angela Aitken, Finance Manager; Debbie Kinslow, Assistant Finance Manager; Lesley Syren, District Counsel; Barrow Emerson, Planning Manager; and Tom Hiltner, Grants Analyst. The reviewer also obtained financial documentation including current financial statements, budget policies and procedures, grants management policies and procedures, Santa Cruz METRO's five-year projection including assumptions, and debt capacity authorization and issuance levels.

##### Results:

##### *Financial Planning Policies*

Santa Cruz METRO has been operating at a deficit for the past four years. Due to declining State and local funds, combined with increased operating costs, Santa Cruz METRO management has determined that a "structural deficit" exists. Approximately two years ago (2014) Santa Cruz METRO began to identify mitigating measures to correct this. For the past two years, Santa Cruz METRO management with participation of its Board of Directors has been evaluating several options. At the time of this ERM, Santa Cruz METRO's options include:

- Fare increase for students of Cabrillo College: A student vote took place on Friday, April 29, 2016 regarding a \$40 per semester "transportation fee." If passed, it is expected to generate approximately \$750,000 of additional passenger

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revenues per year. This voting process occurred and was successful, assuring additional revenue for the agency.

- Sales tax increase: A county-wide sales tax increase of ½ cent is on the November ballot. If passed, Santa Cruz METRO would receive 15% of the additional sales taxes collected from this increase of approximately \$2.2 million per year.
- Service Reduction: Santa Cruz METRO has submitted a service reduction proposal to its Board. The proposal is currently under review for public comment. Upon conclusion of the public comment period, it is expected to go to Santa Cruz METRO's Board for approval with implementation in September 2016. The service reduction is expected to reduce costs by \$5.1 million per year.

A multi-year financial plan cannot be finalized and/or implemented until these options are decided upon.

One (1) finding was made in this area as noted in the findings section below.

Findings:

During this Triennial Review of Santa Cruz METRO, one (1) deficiency was found with the FTA requirements for Financial Management and Capacity.

Finding 15: Santa Cruz METRO does not have a current financial plan (DEFICIENCY CODE 15: No existing financial plan).

Corrective Actions and Schedules:

- The grantee must begin submitting to the FTA quarterly reports providing financial status updates, within thirty (30) days from the date of the final report.
- Because of the existing issues surrounding declining state and local funds and two remaining critical issues outlined above, a financial plan must be developed and submitted to FTA by December 31, 2016.

## 2. Technical Capacity

Basic Requirement: The grantee must be able to implement FTA-funded projects in accordance with the grant application, FTA Master Agreement, and all applicable laws and regulations, using sound management practices.

During this Triennial Review of Santa Cruz METRO, one (1) deficiency was found with the FTA requirements for Technical Capacity.

Finding 208: Santa Cruz METRO does not have a plan for monitoring its paratransit operator, METRO ParaCruz, for compliance with a range of FTA requirements (DEFICIENCY CODE 208: Inadequate oversight of subrecipient/ third-party contractor/ lessees).

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Corrective Action and Schedule: The grantee must submit procedures and staffing and training plans to the FTA regional office for monitoring its paratransit operator, within thirty (30) days from the date of the final report.

## 3. Maintenance

Basic Requirement: Grantees and subrecipients must keep federally funded vehicles, equipment and facilities in good operating condition. Grantees and subrecipients must keep Americans with Disabilities Act (ADA) accessibility features on all vehicles, equipment and facilities in good operating order.

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for Maintenance.

## 4. Americans with Disabilities Act

Basic Requirement: Titles II and III of the ADA of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

During this Triennial Review of Santa Cruz METRO, two (2) deficiencies were found with the U.S. Department of Transportation (US DOT) requirements for ADA.

Finding 30: Santa Cruz METRO's new operations facility does not comply with facility accessibility standards referenced in 49 CFR 37.9 (DEFICIENCY CODE 30: Facility accessibility standards deficiency).

Corrective Action and Schedule: The grantee must submit to the FTA RCRO documentation that it has resolved outstanding corrective actions with the City of Santa Cruz regarding its new facility, within one hundred twenty (120) days from the date of the final report.

Finding 109: Santa Cruz METRO does not monitor or collect data regarding missed trips or excessively long trips (DEFICIENCY CODE 109: Limits or capacity constraints on ADA complementary paratransit service).

Corrective Action and Schedule: The grantee must submit to the FTA RCRO procedures for monitoring missed trips and excessively long trips in order to assess capacity constraints associated with its ADA complementary paratransit service, within thirty (30) days from the date of the final report.

## 5. Title VI

Basic Requirement: The grantee must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to

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discrimination under any program or activity receiving Federal financial assistance without regard to whether specific projects or services are federally funded. The grantee must ensure that federally supported transit services and related benefits are distributed in an equitable manner.

*Note:* The fiscal year 2016 Triennial Review covers a three-year period in which the FTA issued a revised circular for Title VI, which provided more information on how to comply and changed requirements for some grantees with populations over 200,000. FTA Circular 4702.1B became effective October 1, 2012. Title VI programs submitted to FTA after this date must comply with the requirements of this circular. The Triennial Review will look at compliance with the requirement of FTA Circular 4702.1A for the period prior to October 1, 2012, and compliance with the revised circular for activities after this date.

During this Triennial Review of Santa Cruz METRO, two (2) deficiencies were found with the FTA requirements for Title VI.

Finding 289: Santa Cruz METRO does not have evidence of operator training regarding interactions with LEP populations (DEFICIENCY CODE 289: Lacking a language assistance plan).

Corrective Action and Schedule: The grantee must submit to the RCRO documentation of LEP training for operators, within thirty (30) days from the date of the final report. After the site visit, the grantee submitted evidence of LEP training held May 2016; additional training will take place June 2016. This finding remains open pending submission of the revised Title VI Program.

Finding 11: Santa Cruz METRO does not collect data regarding LEP ridership and has not assessed the frequency with which LEP populations come into contact with the service (DEFICIENCY CODE 11: Lacking assessment or provisions for LEP persons).

Corrective Action and Schedule: The grantee must submit a revised Title VI Program in TrAMS including the completed four factor analysis, along with a list of language assistance it has provided or intends to provide based on the analysis, and a timeline for providing this assistance, and notify the RCRO of the submission, within sixty (60) days from the date of the final report.

## 6. Procurement

Basic Requirement: Grantees use their own procurement procedures that reflect applicable state and local laws and regulations, provided that the process ensures competitive procurement and the procedures conform to applicable Federal law, including 49 CFR Part 18, (repealed effective December 26, 2014), 2 CFR Part 1201, incorporating 2 CFR Part 200 (specifically Sections 200.317-200.326), and FTA Circular 4220.1F, “Third Party Contracting Guidance.”

Enhanced Review Module Conducted on the Santa Cruz METRO Procurement Program:

Areas Covered:

- Procurement Policies and Procedures
- Management of Procurement Function

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- Standards of Conduct
- Contract Disputes
- Prequalification
- Expanded Procurement File Review

## Process:

The review consisted of interviews with the Chief Executive Officer, Legal Counsel, Grants Manager, and Procurement Manager. The interviews were performed using the FTA Procurement ERM worksheet described in the FY2016 Triennial Review Package. The grantee's procurement policies and procedures were reviewed according to the elements required in FTA Circular 4220.1F. Seven (7) procurements and three (3) change orders undertaken by Santa Cruz METRO using FTA funding were reviewed for compliance.

## Results:

### *Procurement Policies and Procedures*

Santa Cruz METRO provided a procurement manual for review as well as forms and templates that are used to document procurement activity. The list below details the key areas that are included in the procurement manual but do not demonstrate full compliance with FTA Circular 4220.1F:

- Requirement for determining prices to be fair and reasonable is covered under the sealed bid method of procurement, not micro-purchase.
- Procedure for conducting cost or price analysis does not include steps to be conducted or documentation to be maintained in the procurement file. Requirement is only covered under the sealed bid method of procurement.
- There is no requirement noted to complete an independent cost estimate for procurements below \$100K or for change orders.
- Liquidated damages procedures do not include procurement file documentation requirements.

The list below details the key areas that are not included, or are briefly referenced in the procurement manual without detailed guidance:

- Time and materials contracts
- Requirements for written record of procurement history
- Contract term limitations for rolling stock
- Tag-ons

One (1) finding was made in this area as a result of these issues as noted in the findings section below.

### *Management of the Procurement Function*

Procurement staff work with project managers throughout the organization to develop project scopes, cost estimates, bid preparation, and contractor selection. Once a contract is awarded, the

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project manager is responsible for contract administration activities. There are summary level procedures on contract administration; however, limited guidance exists for completing an independent estimate or cost/price analysis for change orders. Change order files were also lacking documentation of contract administration activities, such as conducting the required cost analysis for change orders.

Santa Cruz METRO includes the ability to exercise options in many contracts for professional services. A review of sample file documentation indicates that these options are not evaluated at the time the base contract is awarded. In addition, contracts contain open-ended options lacking both a period of performance and adequate scope.

One (1) finding was made in this area as a result of these issues as noted in the findings section below.

Findings:

During this Triennial Review of Santa Cruz METRO, two (2) deficiencies were found with the FTA requirements for Procurement.

Finding 740: Santa Cruz METRO does not have adequate procedures for completing independent cost estimates, conducting cost/price analysis, and FTA requirements for inter-agency agreements. In addition, procurement files contain incomplete documentation of these requirements (DEFICIENCY CODE 740: Procurement policies not current/complete).

Corrective Action and Schedule: The grantee must provide the FTA regional office with revised procurement procedures addressing independent cost estimates, cost/price analysis, and FTA requirements for inter-agency agreements. The grantee must also provide evidence of staff training on the updated procurement manual within sixty (60) days from the date of the final report.

Finding 558: Santa Cruz METRO does not have complete procedures for conducting contract administration activities related to change orders and contract options. Change order documentation does not include independent cost estimates, cost/price analysis, or justifications for contract changes in all cases (DEFICIENCY CODE 558: Contract administration system not implemented).

Corrective Action and Schedule: The grantee must revise its contract administration system to include the requirements for managing all contract changes and evaluating and executing options. The grantee must provide the FTA regional office with documentation that it has implemented its contract administration system and associated staff training within sixty (60) days from the date of the final report.

## 7. Disadvantaged Business Enterprise

Basic Requirement: The grantee must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. Grantees also must create a level playing field on which DBEs can compete fairly for US DOT-assisted contracts.

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## Enhanced Review Module Conducted on the Santa Cruz METRO Disadvantaged Business Enterprise Program:

### Areas Covered:

- Management of the DBE Program
- Project Specific Goals
- Certification
- Overconcentration
- Goal Setting and Reporting
- Race-Neutral Measures
- Business Development and Fostering Small Business
- Good Faith Efforts
- Required Contract Provisions
- Record Keeping and Enforcement

### Process:

The review consisted of an analysis of documentation and reports and interviews with Santa Cruz METRO's Finance Manager, who is the DBELO, Purchasing Manager, Planning Manager, District Counsel, and Chief Executive Officer. The interviews were performed using the FTA Disadvantaged Business Enterprise ERM Worksheet included in the FY2016 Triennial Review Package.

### Results:

#### *Overconcentration*

Santa Cruz METRO has not conducted a formal overconcentration analysis and has not taken any documented steps to analyze DBE achievements in order to conduct an overconcentration analysis. The current DBE program states that there is no overconcentration of DBEs. The review team suggested that the DBE program should be revised to include the method and frequency for undertaking overconcentration analysis.

This contributed to finding D.264 relating to required DBE program updates.

#### *Goal Setting and Reporting*

Santa Cruz METRO had a 1.54% race-neutral goal during FY2012-FY2014 and proposed a 1.5% goal for FY2015-FY2017. This follows the period of FY2009-FY2011 where the race neutral goal was also not met in any of the program years.

Records for goal attainment were as follows: FY2012-FY2014: .56%. In FY2015, the agency did not meet the proposed 1.5% goal. In addition, the FY2015-FY2017 goal did not include the contracting opportunities for FY2016 and FY2017 for goal development.

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No shortfall analysis was completed for these years of shortfall. Race conscious goals have to be created since Santa Cruz METRO did not achieve its goals in FY2014-FY2015 using race-neutral means.

Two (2) findings were made in this area as a result of these issues as noted in the findings section below.

## *Race Neutral Measures and Fostering Small Business*

The grantee has not implemented the aspects of its small business element and has not detailed its race neutral measures to achieve its Race-Neutral DBE utilization goals.

The current DBE program should be revised in both of these areas.

Staff reported no improvement in DBE involvement in procurements since the implementation of the small business preference program. The review team suggested that it would be beneficial to formally document, track and evaluate changes in participation based on specific small business element activities.

This contributed to finding D.264 relating to required DBE program updates.

## Findings:

During this Triennial Review of Santa Cruz METRO, three (3) deficiencies were found with the US DOT requirements for DBE.

Finding 548: Santa Cruz METRO's goal submission for FY2015-FY2017 was not complete as it did not include accepted contracting opportunities for FY2016 and FY2017, and did not consider a race-conscious goal (DEFICIENCY CODE 548: DBE goal submission not complete).

Corrective Action and Schedule: The grantee must reevaluate its overall goal and submit the results of this reevaluation to the FTA RCRO within ninety (90) days from the date of the final report.

Finding 264: Santa Cruz METRO's DBE program on file with FTA has not been updated to reflect the approach to be taken for overconcentration analysis, implementation of the small business element, and fulfilling the stated race neutral measures (DEFICIENCY CODE 264: DBE policy not updated).

Corrective Action and Schedule: The grantee must submit an update of its DBE program in TrAMS and notify the FTA RCRO of the submission within ninety (90) days from the date of the final report.

Finding 563: Santa Cruz METRO did not provide data on-site that it had achieved its FY2015 DBE achievement goal and did not conduct the required shortfall analysis (DEFICIENCY CODE 563: Shortfall analysis or corrective steps inadequate).

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Corrective Action and Schedule: The grantee must submit to the FTA RCRO evidence that their FY2015 participation goal was achieved or submit a revised analysis, corrective steps, and/or evidence of implementation of corrective steps. The required analysis and a description of the actions taken to implement the process are to be included in the submission, within ninety (90) days from the date of the final report.

## 8. Legal

Basic Requirement: The grantee must be eligible and authorized under state and local law to request, receive, and dispense FTA funds and to execute and administer FTA-funded projects. Grantees must comply with Restrictions on Lobbying requirements.

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for Legal.

## 9. Satisfactory Continuing Control

Basic Requirement: The grantee must ensure that FTA-funded property will remain available to be used for its originally authorized purpose throughout its useful life until disposition.

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for Satisfactory Continuing Control.

## 10. Planning/Program of Projects

Basic Requirement: The grantee must participate in the transportation planning process in accordance with FTA, Moving Ahead for Progress in the 21<sup>st</sup> Century, and the metropolitan and statewide planning regulations. Each recipient of a Section 5307 grant shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a program of projects (POP).

During this Triennial Review of Santa Cruz METRO, one (1) deficiency was found with the FTA requirements for Planning/POP.

Finding 480: Santa Cruz METRO's agreement with AMBAG expired in 2012; Santa Cruz METRO does not have a current agreement with the MPO (DEFICIENCY CODE 480: No current agreement or deficiencies in agreement with MPO).

Corrective Action and Schedule: The grantee must provide the FTA regional office with a schedule for providing a fully executed agreement that specifies the cooperative procedures for carrying out transportation planning and programming and addresses at least the grantee's responsibilities, the development and sharing of information for financial plans, and the development of the annual listing of obligated projects, within ninety (90) days from the date of the final report.

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## 11. Public Comment on Fare Increases and Major Service Reductions

Basic Requirement: Section 5307 grantees are expected to have a written, locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction.

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for Public Comment on Fare Increases and Major Service Reductions.

## 12. Half Fare

Basic Requirement: For fixed-route service supported with Section 5307 assistance, fares charged seniors, persons with disabilities, or an individual presenting a Medicare card during off peak hours will not be more than one half the peak hour fares.

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for Half Fare.

## 13. Charter Bus

Basic Requirement: Grantees are prohibited from using federally funded equipment and facilities to provide charter service if a registered private charter operator expresses interest in providing the service. Grantees are allowed to operate community based charter services excepted under the regulations.

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for Charter Bus.

## 14. School Bus

Basic Requirement: Grantees are prohibited from providing exclusive school bus service unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally funded equipment or facilities cannot be used to provide exclusive school bus service. School tripper service that operates and looks like all other regular service is allowed.

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for School Bus.

## 15. Security

Basic Requirement: As recipients of Section 5307 funds, grantees must annually certify that they are spending at least one percent of such funds for transit security projects or that such expenditures for security systems are not necessary.

# Attachment A

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for Security.

## **16. Drug Free Workplace and Drug and Alcohol Program**

Basic Requirement: Grantees are required to maintain a drug-free workplace for all grant-related employees and to have an ongoing drug-free awareness program. Grantees receiving Section 5307, 5309, 5311 or 5339 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for Drug-Free Workplace and Drug and Alcohol Program.

## **17. Equal Employment Opportunity**

Basic Requirement: The grantee must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving Federal financial assistance under the Federal transit laws. (Note: Equal Employment Opportunity Commission's regulation only identifies/recognizes religion and not creed as one of the protected groups.)

Finding: During this Triennial Review of Santa Cruz METRO, no deficiencies were found with the FTA requirements for Equal Employment Opportunity (EEO).

# Attachment A

## V. Summary of Findings

Review Area	Finding	Deficiency	Corrective Action	Response Date	Date Closed
1. Financial Management and Capacity	D. 15	No existing financial plan	The grantee must begin submitting to the FTA quarterly reports providing financial status updates. A financial plan must be developed and submitted to FTA by December 31, 2016.	8/5/16  12/31/16	
	D. 208	Inadequate oversight of subrecipient/ third-party contractor/ lessees	The grantee must submit procedures and staffing and training plans to the FTA regional office for monitoring its paratransit operator.	8/5/16	
3. Maintenance	ND				
4. ADA	D. 30	Facility accessibility standards deficiency	The grantee must submit to the FTA RCRO documentation that it has resolved outstanding corrective actions with the City of Santa Cruz regarding its new facility.	11/3/16	
	D. 109	Limits or capacity constraints on ADA complementary paratransit service	The grantee must submit to the FTA RCRO procedures for monitoring missed trips and excessively long trips in order to assess capacity constraints associated with its ADA complementary paratransit service.	8/5/16	
5. Title VI	D. 289	Lacking a language assistance plan	The grantee must submit to the RCRO documentation of LEP training for operators.	8/5/16	
	D. 11	Lacking assessment or provisions for LEP persons	The grantee must submit a revised Title VI Program in TrAMS including the completed four factor analysis, along with a list of language assistance it has provided or intends to provide based on the analysis, and a timeline for providing this assistance, and notify the RCRO of the submission.	9/5/16	
6. Procurement	D. 740	Procurement policies not current/complete	The grantee must provide the FTA regional office with revised procurement procedures addressing independent cost estimates, cost/price analysis, and FTA requirements for inter-agency agreements. The grantee must also provide evidence of staff training on the updated procurement manual.	9/5/16	
	D. 558	Contract administration system not implemented	The grantee must revise its contract administration system to include the requirements for managing all contract changes and evaluating and executing options. The grantee must provide the FTA regional office with documentation that it has implemented its contract administration system and associated staff training.	9/5/16	

# Attachment A

Review Area	Finding	Deficiency	Corrective Action	Response Date	Date Closed
7. DBE	D. 548	DBE goal submission not complete	The grantee must reevaluate its overall goal and submit the results of this reevaluation to the FTA RCRO.	10/4/16	
	D. 264	DBE policy not updated	The grantee must submit an update of its DBE program in TrAMS and notify the FTA RCRO of the submission.	10/4/16	
	D. 563	Shortfall analysis or corrective steps inadequate	The grantee must submit to the FTA RCRO evidence that their FY2015 participation goal was achieved or submit a revised analysis, corrective steps, and/or evidence of implementation of corrective steps. The required analysis and a description of the actions taken to implement the process are to be included in the submission.	10/4/16	
8. Legal	ND				
9. Satisfactory Continuing Control	ND				
10. Planning/ POP	D. 480	No current agreement or deficiencies in agreement with MPO	The grantee must provide the FTA regional office with a schedule for providing a fully executed agreement that specifies the cooperative procedures for carrying out transportation planning and programming and addresses at least the grantee's responsibilities, the development and sharing of information for financial plans, and the development of the annual listing of obligated projects	10/4/16	
11. Public Comment on Fare Increases and Major Service Reductions	ND				
12. Half Fare	ND				
13. Charter Bus	ND				
14. School Bus	ND				
15. Security	ND				
16. Drug-Free Workplace/ Drug and Alcohol Program	ND				
17. EEO	ND				

# Attachment A

## VI. Attendees

Name	Title	Phone Number	E-mail Address
<b><i>Santa Cruz METRO</i></b>			
Daniel Zaragoza	Assistant Superintendent	831-840-0903	dzaragoza@scmtd.com
Sharon Toline	Safety and Training Coordinator	801-425-8951	s.toline@scmtd.com
Suzanne Silva	Assistant HR Manager	831-420-2541	ssilva@scmtd.com
Debbie Kinslow	Assistant Finance Manager	831-420-2531	dkinslowe@scmtd.com
Liseth Guizar	Safety, Security, Risk Manager	831-420-2562	lguizar@scmtd.com
Leslyn Syren	District Counsel	831-426-6080	lsyren@scmtd.com
Ciro Aguirre	COO	831-425-8951	caguirre@scmtd.com
Al Pierce	Maintenance Manager	831-420-2520	apierce@scmtd.com
Erron Alvey	Purchasing Manager	831-426-0199	ealvey@scmtd.com
Thomas Hiltner	Grants/Leg Analyst	831-420-2580	thiltner@scmtd.com
Angela Aitken	Finance Manager	831-420-2530	aaitken@scmtd.com
Alex Clifford	CEO/General Manager	831-426-6080	aclifford@scmtd.com
Robyn Slater	HR Manager/EEO	831-420-2540	rslater@scmtd.com
April Warnock	Paratransit Supervisor/Metro ParaCruz	831-425-4664	awarnock@scmtd.com
Pete Rasmussen	Transportation Planner	831-420-2585	prasmussen@scmtd.com
Barrow Emerson	Planning Manager	831-420-2537	bemerson@scmtd.com
Shawn O'Donnell	Maintenance Supervisor	831-239-0742	sodonnell@scmtd.com
Eileen Wagley	ParaCruz Eligibility Manager	831-425-4664	ewagley@scmtd.com
Anna Marie Gouveia	Fixed Route Superintendent	831-425-8951	agouveia@scmtd.com
Isaac Holly	IT Manager	831-420-2551	iholly@scmtd.com
<b><i>FTA</i></b>			
Philoki Barros	FTA Region IX	415-734-9452	philoki.barros@dot.gov

# Attachment A

Marisa Appleton	Regional Civil Rights Officer	312-705-1270	marisa.appleton@dot.gov
<i>Reviewer Firm: Calyptus Consulting Group, Inc.</i>			
George Harris	Reviewer	617-577-0041	gharris@calyptusgroup.com
Jameson Beekman	Reviewer	617-577-0041	jbeekman@calyptusgroup.com
Orla Kennedy	Reviewer	617-577-0041	okennedy@calyptusgroup.com
Richard Lopez	Financial SME; Lopez and Company, LLP	626-583-1116	rlopez@lopezllp.com

# Attachment A

## VII. Appendices

No appendices included in this report.



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO/General Manager  
**SUBJECT: ESTABLISHMENT OF THREE BOARD STANDING COMMITTEES**

**I. RECOMMENDED ACTION**

**That the Board of Directors approve:**

- A) The establishment of three Board Standing Committees: Personnel/Human Resources Committee; Capital Projects Committee; and Finance, Budget and Audit Committee; and,**
- B) Identify up to five Board members for each Committee; and,**
- C) Request that each Standing committee meet to develop, at their first meeting, a recommendation for Committee Bylaws; and,**
- D) Request District Counsel to revise the Board Bylaws to recognize the three new Board Standing Committees; and,**
- E) Return to the Board for consideration once the draft Committee Bylaws and Board Bylaws are developed.**

**II. SUMMARY**

- On October 9, 2015 Santa Cruz Metropolitan Transit District (METRO) Board Members participated in a facilitated High Impact Governing Work Session.
- One of the outcomes of the Work Session was an expressed desire by Board Members to consider establishing Standing Committees.
- On February 26, 2016, at the request of Director Rotkin, the Board agreed to consider the establishment of three Board Standing Committees. The Board designated a three-member Board Ad Hoc Committee to meet and develop recommendations for the Board to consider. The Board appointed Directors Rotkin, Dutra and Lane as the Ad Hoc Committee members.
- On March 11, 2016 the Board Ad Hoc Committee met to review Standing Committee Bylaws from other agencies. The Committee agreed to recommend to the full Board the establishment of three Standing Committees: Personnel /Human Resources Committee; Capital Projects Committee; and Finance, Budget and Audit Committee.
- The Board Ad Hoc Committee requests that the Board approve the establishment of the three Standing Committees noted above.

### **III. DISCUSSION/BACKGROUND**

At one point in the distant past there had been Board Standing Committees which were later converted to a monthly Board work session, held on the second Friday of every month. Over time, these Board work sessions morphed into regular Board meetings. For some time now, METRO has accomplished more in-depth consideration of policy items by way of Board Ad Hoc Committees.

Board Ad Hoc Committees are useful, but they have two downsides. First, they are not considered “Brown Act” committees. Therefore there is no public participation. Second, they can only be used for single-purpose discussions and must conclude their business at the conclusion of the single item that was referred to the Committee.

In general, a typical public agency Board Agenda is composed of many policy items and, due to time constraints, it is possible that some items may not receive as much in-depth discussion as all Board members would like. To that end, public agencies often establish Standing Committees. Such committees provide Board members additional time in open public meetings for more in-depth questions and comments. Committee members also provide staff important feedback with which to further refine the Board report and its recommendations in preparation for consideration by the full Board.

Standing Committees are often designed around subject matter the Board wishes to give more in-depth review of; such as, the annual budget, quarterly budget updates, establishing legislative policy, Board governance, the establishment of CEO goals and objectives and the development of preliminary information for the full Board to consider in its annual review of Board appointed employees. Board Standing Committees can also convene Closed Sessions.

Such Standing Committees do not necessarily need to meet monthly. Some committees may meet only when needed, while others might meet quarterly or annually. Meeting frequency should be determined through the process of identifying the Standing Committees’ purpose along with the determination of subject matter to be considered by each Standing Committee.

With the exception of major reports, such as the annual budget, service changes and fare restructuring, Board reports that have been vetted in a Standing Committee are often placed on the Consent Agenda, provided the report has received unanimous support in Committee.

On October 9, 2015 METRO Board Members participated in a facilitated High Impact Governing Work Session. One of the outcomes of the Work Session was an expressed desire by Board Members to consider establishing Standing Committees.

On February 26, 2016, at the request of Director Rotkin, the Board agreed to consider the establishment of three Board Standing Committees. The Board designated a three-member Board Ad Hoc Committee to meet and develop Standing Committee recommendations for the Board to consider. The Board appointed Directors Rotkin, Dutra and Lane as the Ad Hoc Committee members.

On March 11, 2016 the Board Ad Hoc Committee met to review Standing Committee Bylaws from other agencies. The Committee agreed to recommend to the full Board the establishment of three Standing Committees: Personnel/Human Resources Committee; Capital Projects Committee; and Finance, Budget, and Audit Committee. The Ad Hoc Committee recommends the following as the proposed preliminary structure and purpose of the three Standing Committees:

**Personnel/Human Resources Committee**

- Members: The Board Chair, Vice-Chair, Immediate past Chair and up to two other members
- Meets four times/year and, as necessary
- Agenda topics include: Reviews various Board adopted personnel policies and human resources related topics, to include: Board policies related to human resources/personnel matters; Classification and Compensation studies; and, background work in advance of the annual review of Board appointed employees.

**Capital Projects Committee**

- Members: Three Board members
- Meets twice/year and, as needed
- Agenda topics include: Review various capital and facility related topics, to include: The JKS Operations facility; all transit centers; unfunded capital program; new construction projects; ongoing construction projects; bus stops; and revenue vehicle procurements.

**Finance, Budget and Audit Committee**

- Members: Up to five members
- Meets at least twice/year and, as needed
- Agenda topics include: Reviews various finance, budget and audit related topics, including: The preliminary two-year budget and assumptions; final budget; quarterly and mid-year budget review; review of updated five-year budget projections; annual legislative program; review Annual Single Audit; review TDA Triennial Audit; and review FTA Triennial Review.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

The fiscal impact of establishing three Standing Committees is likely limited to the staff costs associated with supporting the Committees' activities. This staff time will likely result in a displacement of time that would have been devoted to other projects and tasks.

#### **V. ALTERNATIVES CONSIDERED**

- The Board could determine that it does not wish to establish three Standing Committees, and instead, to continue to devote time to more complex issues via the Board Ad Hoc Committee process.
- The Board could choose to create fewer or different Standing Committees.

#### **VI. ATTACHMENTS**

None

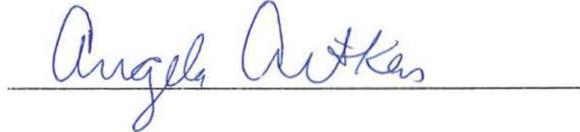
Prepared By: Alex Clifford, CEO/General Manager

**VII. APPROVALS:**

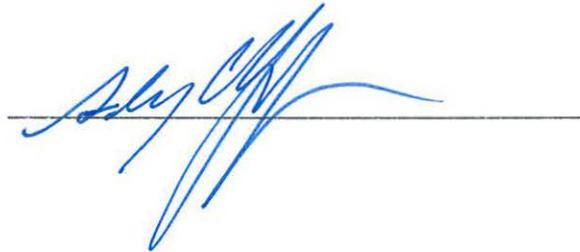
Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



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**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO/General Manager  
**SUBJECT: BOARD SUPPORT FOR THE TRANSPORTATION SALES TAX MEASURE**

## **I. RECOMMENDED ACTION**

**That the Board of Directors adopt a Resolution in support of the Santa Cruz County Transportation Improvement Plan Measure**

## **II. SUMMARY**

- Santa Cruz Metropolitan Transit District (METRO) Board members have requested the Board approve a Resolution in support of the Santa Cruz Transportation Improvement Plan Measure.
- On June 16, 2016, the Santa Cruz County Regional Transportation Commission (SCCRTC) adopted SCCRTC Ordinance 2016-01 to enact a retail transaction and use tax subject to voter approval.
- On June 29, 2016, at a continued meeting of the Board of Supervisors, the Santa Cruz County Board of Supervisors approved calling for a special election for voter approval of the “Santa Cruz County Transportation Improvement Plan Measure” (sales tax measure) to be placed on the November 8, 2016 general election ballot.
- If approved by the voters, the sales tax measure will provide METRO new revenues equal to approximately 16% of net revenues generated, after certain costs.
- The METRO Board of Directors is requested to support the attached Resolution in support of the Santa Cruz County Transportation Improvement Plan Measure

## **III. DISCUSSION/BACKGROUND**

Over the past two years, the SCCRTC has been working to construct a sales tax measure to fund the RTC’s transportation improvement plan. This challenging task has resulted in numerous modifications to the proposed plan. On June 16, 2016, the SCCRTC adopted Ordinance No. 2016-01, which approved the implementation of a retail sales tax and created an Expenditure Plan related to the allocation of the proceeds from the sales tax measure. Most notably, the allocation related to transit services increased METRO’s share of the sales tax

measure proceeds increased from 15% to 16% and Community Bridges Lift Line increased from 1% to 4%.

On June 29, 2016, at a meeting continued from June 28, 2016, the Santa Cruz County Board of Supervisors considered the SCCRTC request for a special election and the placement of the measure on the November 8, 2016 general election ballot. The Santa Cruz County Board of Supervisors approved a Resolution calling for a special election to be held on November 8, 2016, to submit the measure to qualified voters in Santa Cruz County. The ballot measure requires no less than 2/3<sup>rd</sup> approval in order to implement the sales tax.

The approved ballot measure will be described on the ballot as follows:

“Safety, Pothole Repair, Traffic Relief, Transit Improvement Measure:

In order to: improve children’s safety around schools; repair potholes, repave streets; improve traffic flow on Highway 1; maintain senior/disabled transit; reduce global warming and pollution by providing transportation options like sidewalks, buses, bike lanes, trails; preserve rail options; shall Santa Cruz County voters adopt an ordinance establishing a half-cent sales tax for 30 years, raising approximately \$17 million annually, requiring citizen oversight, independent audits, and funds spent locally?

Yes\_\_\_ No\_\_\_”

The METRO Board is requested to approve the attached Resolution in support of the Santa Cruz County Transportation Improvement Plan Measure.

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

There is no fiscal impact in the decision to support the Santa Cruz County Transportation Improvement Plan Measure. Now that the sales tax measure has been approved to be placed on the ballot, METRO will not be able to expend public resources to advocate for the measure.

#### **V. ALTERNATIVES CONSIDERED**

- The METRO Board could choose to remain silent and not take a public stand in support of the Santa Cruz County Transportation Improvement Plan Measure.

**VI. ATTACHMENTS**

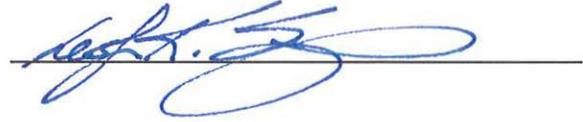
**Attachment A:** Resolution of the Santa Cruz METRO Board of Directors in Support of the November 8, 2016 Santa Cruz County Ballot Measure Enacting the Provisions of SCCRTC Ordinance No. 2016-01

**Attachment B:** Copy of the June 28, 2016 version of the 2016 Transportation Improvement Plan – Expenditure Plan

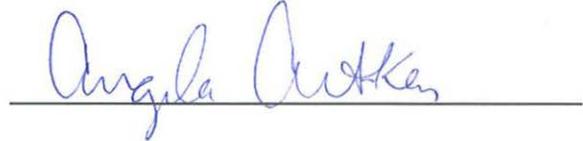
Prepared By: Alex Clifford, CEO  
Leslyn Syren, District Counsel

**VII. APPROVALS:**

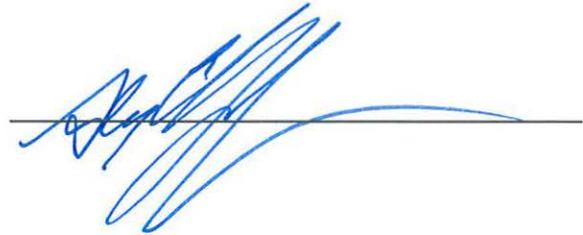
Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



# Attachment A



## BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. \_\_\_\_\_  
On the Motion of Director: \_\_\_\_\_  
Duly Seconded by Director: \_\_\_\_\_  
The Following Resolution is Adopted:

### **RESOLUTION IN SUPPORT OF THE SCCRTC BALLOT MEASURE TO APPROVE AN ORDINANCE ESTABLISHING A LOCAL TRANSPORTATION AUTHORITY RETAIL TRANSACTION AND USE TAX BEFORE THE VOTERS OF SANTA CRUZ COUNTY ON NOVEMBER 8, 2016**

**WHEREAS**, Santa Cruz County Regional Transportation Commission (SCCRTC) enacted Ordinance No. 2016-01, on June 16, 2016, to establish a Retail Transaction and Use Tax to fund transportation within Santa Cruz County;

**WHEREAS**, the Board of Supervisors has called for a Special Election to be held on November 8, 2016, for the qualified electors of the County of Santa Cruz to consider a ballot measure to approve the implementation of SCCRTC Ordinance No. 2016-01, establishing the above Retail Transaction and Use Tax;

**WHEREAS**, the passage of such a ballot measure requires approval by 2/3 of the voters participating in the November 8, 2016 special election;

**WHEREAS**, Santa Cruz METRO is continuing to seek revenue to address its structural deficit and this ballot measure would provide much needed revenue to support transit in Santa Cruz County;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, that it hereby supports and urges an affirmative vote to the following ballot measure question:

**“Safety, Pothole Repair, Traffic Relief, Transit Improvement Measure:**  
In order to: improve children’s safety around schools; repair potholes, repave streets; improve traffic flow on Highway 1; maintain senior/disabled transit; reduce global warming and pollution by providing transportation options like sidewalks, buses, bike lanes, trails; preserve rail options; shall Santa Cruz County voters adopt an ordinance establishing a half-cent

# Attachment A

Resolution # \_\_\_\_\_  
Page 2 of 3

sales tax for 30 years, raising approximately \$17 million annually,  
requiring citizen oversight, independent audits, and funds spent locally?  
Yes\_\_\_\_ No\_\_\_\_”

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz  
Metropolitan Transit District on August 26, 2016, by the following vote:

AYES: DIRECTORS –

NOES: DIRECTORS –

ABSTAIN: DIRECTORS –

ABSENT: DIRECTORS –

\_\_\_\_\_  
MIKE ROTKIN  
Chairperson

ATTEST:

\_\_\_\_\_  
ALEX CLIFFORD  
CEO/General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
LESLYN K. SYREN  
District Counsel

**Exhibit A:  
Santa Cruz County  
2016 Transportation Improvement Plan - Expenditure Plan  
- Approved by the RTC board on June 16, 2016-**

**Overview**

The 2016 Transportation Improvement Plan (TRIP) - Expenditure Plan for Santa Cruz County provides a balanced vision to improve, operate and maintain Santa Cruz County's transportation network. The plan will provide safer routes to schools for local students; maintain mobility and independence for seniors and those with disabilities; invest in bicycle and pedestrian pathways and bridges on an unprecedented scale; repave roadways, repair potholes and improve safety on local streets; ease congestion on major roadways; and invest in transportation projects that reduce the pollution that causes global warming.

<b>SUMMARY OF TRANSPORTATION INVESTMENTS</b>	<b>% of Funds</b>
<b>Neighborhood Projects</b>	<b>30%</b>
<b>Direct Allocation to Cities and County</b>	
Local roadway pavement repair and operational improvements, school and neighborhood traffic safety projects, bicycle and pedestrian projects	
<b>San Lorenzo Valley Hwy 9 Corridor Improvements</b> - \$10 million	
<b>Highway 17 Wildlife Crossing</b> - \$5 million	
<b>Highway Corridors</b>	<b>25%</b>
<b>Highway 1 Corridor</b>	
Auxiliary lanes that separate entering and exiting traffic from through lanes to improve traffic flow and safety: 41st Ave-Soquel Dr; Bay/Porter-Park; State Park-Park	
Bicycle and pedestrian over-crossings	
<b>Traveler Information and Transportation Demand Management</b>	
<i>Example Programs: Cruz511, Carpool/Vanpool Programs</i>	
<b>Highway Safety and Congestion Reduction Programs</b>	
<i>Example Programs: Freeway Service Patrol and Safe on 17 Enforcement</i>	
<b>Transit for Seniors and People with Disabilities</b>	<b>20%</b>
<b>Direct Allocation to Service Providers</b>	
Santa Cruz METRO (16%) Community Bridges Lift Line Paratransit Service (4%)	
<b>Active Transportation</b>	<b>17%</b>
<b>Monterey Bay Sanctuary Scenic Trail (Coastal Rail Trail)</b>	
Bike and pedestrian trail construction; maintenance, management and drainage of rail and trail corridor; install conduit for internet and electrical services	
<b>Rail Corridor</b>	<b>8%</b>
<b>Infrastructure Preservation and Analysis of Options</b>	
<i>Example Projects: Analysis (including environmental analysis) of both rail transit and non-rail options for the corridor; rail line maintenance and repairs</i>	
<b>Total</b>	<b>100%</b>

**24B.1**

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**DATE:** August 26, 2016

**TO:** Board of Directors

**FROM:** Thomas Hiltner, Grants/Legislative Analyst

**SUBJECT: CONSIDER COMMITTING ADDITIONAL LOCAL FUNDS FOR GRANTS TO THE FEDERAL TRANSIT ADMINISTRATION BUS AND BUS FACILITIES PROGRAM AND TO THE MONTEREY BAY AIR RESOURCES DISTRICT EMISSION REDUCTION PROGRAM FOR CAPITAL IMPROVEMENT PROJECTS**

## **I. RECOMMENDED ACTION**

**That the Board approve a program of projects and commit local funds for two grant applications, one to the Federal Transit Administration Bus and Bus Facilities Program and one to the Monterey Bay Air Resources District**

## **II. SUMMARY**

- Staff requests that the Board accept two new applications and commit the required local funds for the grants.
- In June 2016, the Federal Transit Administration (FTA) apportioned both the FY15 and FY16 funds from the Bus and Bus Facilities Formula Program (§5339 formula) to Santa Cruz Metropolitan Transit District (METRO), while staff anticipated only a one-year apportionment from FY15.
- An expanded list of projects and additional local matching funds are needed to encumber both years' funding.
- On 5/13/16, the Board adopted a resolution approving a grant submission and committed local matching funds for the FY15 §5339 apportionment only; staff recommends that the Board now commit additional local matching funds for the combined FY15, FY16 §5339 formula apportionment.
- Staff also requests that the Board accept prior submission of a new grant application to the Monterey Bay Air Resources District (Air District) for the AB 2766 Emission Reduction Program (AB 2766) and commit local funds for this grant as well.
- Public Transportation Modernization and Service Enhancement Account (PTMISEA) funds currently programmed to Pacific Station are the only viable source of funds for the local share to these two grants.
- Staff recommends that the Board approve the program of projects for two new grants and allocate \$199,405 in PTMISEA funds to fund the local share of these higher-priority capital improvements.

### III. BACKGROUND/DISCUSSION

In June 2016, the FTA apportioned both the FY15 and the FY16 §5339 formula program funds to METRO. Prior to this time, the FTA had programmed §5339 formula funds in one-year increments, and staff had programmed projects and local funds for only the single-year, FY15 apportionment. On 5/13/16, the Board adopted a resolution (Attachment A) authorizing a grant application to the §5339 formula program and committed the required local match from PTMISEA funds.

With approximately twice as much money now available in the two-year apportionment, staff recommends submitting an expanded list of projects for §5339 formula funds and requests that the Board commit additional PTMISEA funds for the local match.

In a second, related action, staff requests that the Board accept a grant application submitted 6/23/16 to the Air District’s AB 2766 Emission Reduction Grant Program (AB 2766) and commit the local funds needed for the proposed project, which would purchase two battery-electric ParaCruz 24-foot cutaways for a total cost of \$497,745. The maximum grant award would be \$350,000; METRO would need to add local funds to make up the \$147,745 difference. Staff requests that the Board allocate \$147,745 in PTMISEA funds for the two new ParaCruz replacement 24-foot cutaway vans.

Approving an expanded program of projects and committing local matching funds for the FY15, FY16 §5339 formula apportionment and for the new AB 2766 grant application as shown in the table below will require an additional \$199,405 in local grant share to be funded from PTMISEA. Staff recommends that the Board approve the program of projects and allocate PTMISEA funds as the local grant share to fully fund these higher priority capital improvements.

**FY15, FY16 §5339 Formula and AB 27667 Projects  
 Grant and Local Share**

<b>Grant</b>	<b>Project</b>	<b>\$ Match</b>	<b>\$ Grant</b>	<b>Total</b>
FY15,FY16 §5339(a) Formula	4 ParaCruz Vans;	\$ 27,200	244,800	272,000
FY15,FY16 §5339(a) Formula	1 CNG Bus	\$ 85,500	484,500	570,000
FY15,FY16 §5339(a) Formula	FacilitiesUpgrades	\$ 40,020	160,080	200,100
2017 AB 2766 program	2 Electric ParaCruz Vans	\$ 147,745	\$ 350,000	\$ 497,745
Total		\$ 300,465	\$ 1,239,380	\$ 1,539,845
Previously Programmed Fuel Tax Credit & FY15 PTMISEA		\$ (101,060)		
Total <b>Additional</b> Local Match fromFY15 PTMISEA		<b>199,405</b>		

#### IV. FINANCIAL CONSIDERATIONS/IMPACT

The two new grants, if awarded at the maximum requested, will add \$1,539,845 in new projects to the capital budget, with \$1,239,380 paid by the grants, \$101,060 paid from the previously programmed FY15 §5339(a) match (as shown above) and \$199,405 paid by the additional PTMISEA funds requested in today's action.

Moving the additional PTMISEA funds will have the impact shown in the following table. Previous board actions (shown in parentheses below) had already reprogrammed \$1,849,086 in PTMISEA funds to other projects. The additional \$199,405 required for local match from PTMISEA funds is shown in bold below.

##### Revised FY15 PTMISEA Fund Programming

FY15 Pacific Station Allocation	\$ 5,949,126
+ Interest Earnings through 6/30/16	\$ 40,698
<b>Pacific Station Allocation + Interest Total</b>	<b>\$ 5,989,824</b>
MetroBase (BOD-1/22)	\$ (545,000)
MetroBase (BOD-6/24)	\$ (501,247)
1 Electric Bus (LCTOP) Local Match (BOD-1/22/16)	\$ (357,216)
3 Electric Buses; 3 CNG Buses; 6 Vans; facilities §5339(a),(b),(c) Local Match (BOD-5/13/16)	\$ (445,623)
<b>1 CNG Bus; 2 Electric 24' Cutaways; 1 Van additional §5339(a) and new AB 2766 Local Match</b>	<b>\$ (199,405)</b>
Balance	\$ 3,941,333

A budget revision will be required to add the two new projects into the FY17 Capital Budget.

#### V. ALTERNATIVES CONSIDERED

Alternative 1: Neither submit an application nor commit local matching funds to the §5339 formula program. METRO needs capital funds from all sources to buy replacement vans and buses and for infrastructure improvements. The local matching share is only about 15% of the total project cost and leverages substantial federal funds for capital improvements. Alternative1 is not recommended.

Alternative 2: Do not accept the application to the Air District for two replacement ParaCruz 24-foot cutaway vans. METRO needs to continuously replace ParaCruz vans to maintain the fleet in a state of good repair. Rescinding an AB 2766 grant application is not recommended.

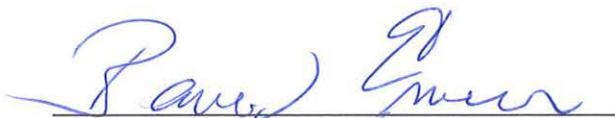
## **VI. ATTACHMENTS**

**Attachment A:** Board Resolution of 5/13/16 authorizing grant applications for three FTA §5339 grants and committing the necessary local matching funds

Prepared by: Thomas Hiltner, Grants/Legislative Analyst

**VII. APPROVALS:**

Barrow Emerson, Planning  
And Development Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



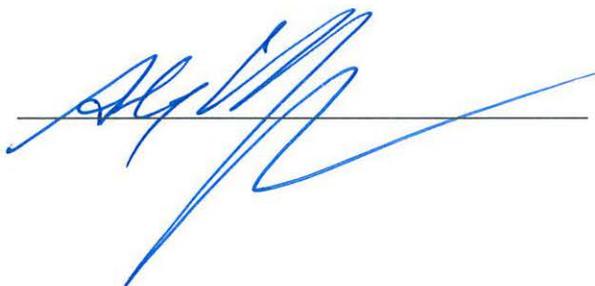
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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



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# Attachment A



## BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. 16-05-01  
On the Motion of Director: Don Lane  
Duly Seconded by Director: D. Norm Hagen  
The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING THE CEO/GENERAL MANAGER TO SUBMIT GRANT  
APPLICATIONS AND EXECUTE AGREEMENTS TO RECEIVE FUNDS FROM  
THE FEDERAL TRANSIT ADMINISTRATION'S SECTION 5339 BUS AND BUS  
FACILITIES PROGRAM AND APPROVE A STRATEGY COMMITTING  
FUNDS NECESSARY FOR THE LOCAL MATCH**

**WHEREAS**, the Federal Transit Administration (FTA) is soliciting grant applications for \$266 million available nationwide for its competitive grants program under Chapter 49 of the United States Code Section 5339 (§5339); and

**WHEREAS**, §5339 creates distinct funding opportunities for the discretionary Low or No Emission Bus Competitive Grant program (LoNo); a Bus and Bus Facilities Competitive Grant Program; and a formula Buses and Bus Facilities Grant Program

**WHEREAS**, Santa Cruz METRO is an eligible direct recipient of 49 USC §5339 funds and has a need to replace CNG buses for fixed-route service and vans for mandatory ADA Complementary Paratransit service; and

**WHEREAS**, the Santa Cruz Metropolitan Transit District adopted an *Electric Bus Strategic Implementation Plan* and desires federal funding assistance to purchase new battery-electric buses in accordance with that strategy; and,

**WHEREAS**, the Santa Cruz Metropolitan Transit District has committed the necessary qualifying local funds to meet at least the minimum required local match for all three of these grant programs,

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Cruz Metropolitan Transit District hereby authorizes Alex Clifford, CEO/General Manager, or his designee, to submit grant applications and execute all agreements necessary to receive funds from the FTA's 5339 grant programs for battery-electric and

# Attachment A

Resolution No. 16-05-01

Page 2

CNG replacement buses, replacement paratransit vans and capital improvements for the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 13th Day of May, 2016 by the following vote:

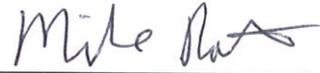
**AYES:** Directors Bustichi, Bottorff, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin

**NOES:** None

**ABSTAIN:** None

**ABSENT:** Director Cervantez

**APPROVED**



MIKE ROTKIN  
Board Chair

**ATTEST**

  
ALEX CLIFFORD  
CEO/General Manager

**APPROVED AS TO FORM:**

  
LESLYN SYREN  
District Counsel



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO/General Manager

**SUBJECT: CONSIDER A RESOLUTION TO REALLOCATE ADDITIONAL FY15 PACIFIC STATION PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACT FUNDS (PTMISEA) TO METROBASE AND TO THE REQUIRED LOCAL SHARE FOR NEW GRANTS**

## **I. RECOMMENDED ACTION**

**That the Board adopt a resolution to authorize Caltrans approval to reprogram FY15 PTMISEA funds to MetroBase and to the required local share of new grants**

## **II. SUMMARY**

- Santa Cruz Metropolitan Transit District (METRO) needs to move some of the FY15 Public Transportation Modernization and Service Enhancement Account (PTMISEA) funds currently allocated to Pacific Station renovation to other capital improvements.
- The Board had previously approved FY15 PTMISEA funding transfers to MetroBase and as the required local match for new grants, and a previous item on today's consent agenda requested another reallocation of PTMISEA funds as the additional local match for new grants.
- Staff proposes that the Board also reallocate additional FY15 PTMISEA funds to MetroBase for continued project management and architectural services.
- Adopting a resolution to reprogram FY15 PTMISEA funds to other capital improvements will enable staff to submit a required corrective action plan to Caltrans.
- Staff recommends that the Board adopt a resolution (Attachment A) to formally authorize the transfer of FY15 PTMISEA funds from Pacific Station to other capital improvements.

## **III. BACKGROUND/DISCUSSION**

METRO needs local funds to complete MetroBase and to provide local funds for new grants. Due to the structural deficit, repeated transfers to the operating budget over the last eight years have depleted eligible local reserves that could have been used for capital improvements. FY15 PTMISEA funding allocated to Pacific Station renovation is the last remaining source of flexible, capital

restricted funds available for multiple capital improvement projects, including MetroBase.

In 2012, METRO awarded a construction contract to build the Judy K. Souza Operations Facility, the final component of MetroBase, and METRO had surplus grant funds to complete the project. Due to change orders and construction delays, METRO has had to extend the construction management and architectural contracts far longer than scheduled, exceeding the original budget. Additional funds are needed to complete the leased property remediation, a few remaining construction items outside of the General Contractor contract, and to continue the Hill International and RNL contracts for near-term construction management and architectural services, respectively, through the end of project closeout.

The Board had previously approved reprogramming FY15 PTMISEA funds to MetroBase and as the local match for Federal Transit Administration grants on 1/22/16, 5/13/16 and again on 6/24/16. A previous item on today's consent agenda requested the Board to allocate additional FY15 PTMISEA funds as the local share for two new grants. Staff proposes that the Board reprogram additional FY15 PTMISEA funds to MetroBase. Following Board approval, staff will submit a corrective action plan to Caltrans for contractual authority to begin the identified projects.

Staff recommends that the Board adopt a resolution (Attachment A) authorizing the reallocation of FY15 PTMISEA funds to the projects listed in the following table:

**FY15 PTMISEA Fund Recommended Allocations 8/26/16**

FY15 Pacific Station Allocation	\$ 5,949,126
+ Interest Earnings through 6/30/16	\$ 40,698
<b>Pacific Station Allocation + Interest Total</b>	<b>\$ 5,989,824</b>
MetroBase (BOD-1/22/16)	\$ (545,000)
MetroBase (BOD-6/24/16)	\$ (501,247)
1 Electric Bus (LCTOP) Local Match (BOD-1/22/16)	\$ (357,216)
3 Electric Buses; 3 CNG Buses; 6 Vans; Facilities §5339(a),(b),(c) Local Match (BOD-5/13/16)	\$ (445,623)
<b>1 CNG Bus; 2 Electric 24' Cutaways; 1 Van additional §5339(a) and new AB 2766 Local Match</b>	<b>\$ (199,405)</b>
<b>MetroBase</b>	<b>\$ (365,000)</b>
Balance Remaining for Pacific Station	\$ 3,576,333

#### **IV. FINANCIAL CONSIDERATIONS/IMPACT**

Reallocating FY15 PTMISEA funds will require a revision to the FY17 Capital Budget.

#### **V. ALTERNATIVES CONSIDERED**

Do not reallocate FY15 PTMISEA funds to the identified capital improvements. METRO needs local funds for rolling stock replacements and MetroBase completion. Other than committing reserves, the FY15 PTMISEA funds are the only source of local funds available for these projects. Not approving the recommended action will result in METRO not having the identified local match for two grants recently awarded. This alternative is not recommended.

#### **VI. ATTACHMENTS**

**Attachment A:** Board Resolution Authorizing FY15 PTMISEA Reallocation

Prepared by: Thomas Hiltner, Grants/Legislative Analyst

**VII. APPROVALS:**

Barrow Emerson, Planning  
And Development Manager



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Approved as to form:  
Leslyn K. Syren, District Counsel



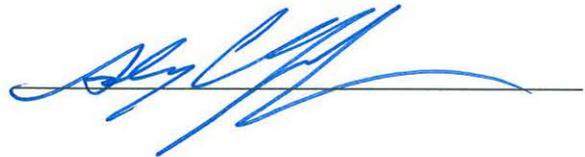
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Approved as to fiscal impact:  
Angela Aitken, Finance Manager



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Alex Clifford, CEO/General Manager



A handwritten signature in blue ink, appearing to read "Alex Clifford", written over a horizontal line.

# Attachment A



## **BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No.  
On the Motion of Director:  
Duly Seconded by Director:  
The Following Resolution is Adopted:

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING ALEX CLIFFORD, CEO/GENERAL MANAGER, TO EXECUTE ALL ACTIONS NECESSARY TO REALLOCATE FUNDS FROM THE FY15 CALIFORNIA PUBLIC TRANSPORTATION, MODERNIZATION, IMPROVEMENT AND SERVICE ENHANCEMENT ACCOUNT TO METROBASE, VEHICLE REPLACEMENT AND INFRASTRUCTURE PROJECTS**

**WHEREAS**, California voters approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Bond Act) on November, 2006 as Proposition 1B; and

**WHEREAS**, the Bond Act and its enabling legislation in Senate Bill 88, Statutes of 2007 created the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) with \$3.6 Billion to be funded by Bond sales; and

**WHEREAS**, SB 88 added to the California Government Code Sections 8879.55 and 8879.56 which authorize the State Controller's Office to allocate PTMISEA funds to eligible regional transportation agencies and designate the California Department of Transportation as the administrative agency for implementing and monitoring the PTMISEA and to establish Guidelines therefore; and

**WHEREAS**, the Santa Cruz Metropolitan Transit District is a direct recipient of designated funds to transit operators from the Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA), and the Santa Cruz County Regional Transportation Commission (SCCRTC) is the eligible recipient for the Regional Transportation Planning Agency's portion of the allocation to Santa Cruz County and an eligible project sponsor; and

**WHEREAS**, the Santa Cruz Metropolitan Transit District proposes to use all the FY15 PTMISEA funds allocated to Santa Cruz County according to the formula in Public Utilities Code Sections 99313 and 99314 for capital improvement projects including but not limited to MetroBase, vehicle replacements and infrastructure improvements in

# Attachment A

Resolution No. \_\_\_\_\_  
Page 2

conformance with the PTMISEA Guidelines and listed in the SCCRTC Regional Transportation Plan;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Cruz Metropolitan Transit District hereby agrees to comply with all conditions and requirements set forth in the PTMISEA Certification and Assurances and in the applicable statutes, regulations and guidelines for the Public Transportation Modernization Improvement and Service Enhancement Account program.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Board of Directors of the Santa Cruz Metropolitan Transit District hereby authorizes Alex Clifford, CEO/General Manager to enter into agreements and execute any documents necessary to receive funding from the California Public Transportation Modernization Improvement and Service Enhancement Account program.

**PASSED AND ADOPTED** this 26<sup>th</sup> Day of August 2016 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:

Mike Rotkin, Chair

---

Attest:

Alex Clifford, CEO/General Manager

---

Approved as to form:

Leslyn K. Syren, District Counsel

---



**DATE:** August 26, 2016  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO/General Manager  
**SUBJECT: CONSIDERATION OF APPROVAL OF THE HUMAN RESOURCES  
MANAGER RETENTION AND RECRUITMENT STRATEGY**

**I. RECOMMENDED ACTION**

**That the Board of Directors approve:**

- A. A revised Human Resources Manager Job Classification Specification,**
- B. Revising the Management Hourly Rates Schedule,**
- C. Approve a Retention Incentive for the incumbent payable upon her separation from METRO, and**
- D. Authorize the CEO to procure a recruitment firm to conduct a search for a Human Resources Manager.**

**II. SUMMARY**

- The incumbent Human Resources Manager (HR Manager) has notified Santa Cruz Metropolitan Transit District (METRO) of her intentions to retire from METRO under the terms of the Board's previously approved retirement incentive.
- The Board adopted Retirement Incentive would require the incumbent's retirement separation no later than September 6, 2016.
- As part of the process for preparing for the recruitment for this vacancy, the existing Job Classification Specification (class specification) was reviewed and found to be outdated.
- The class specification for the HR Manager has been revised (Attachment A) to accurately reflect the duties assigned to this position.
- In addition, it is recommended by the CEO that the pay rate for the HR Manager be elevated to the same pay grade as that provided to the Operations, Maintenance, Finance and Planning Managers, effective for the new recruitment.
- The HR Manager's job responsibilities and class specification will still be reviewed in the upcoming Classification and Compensation study.
- The current and expected workload of the HR Department is high, especially given the numerous recent retirements. The retirement of the HR Manager on September 6, 2016, could create a short-term hardship for METRO to keep up with the workload.

- The CEO seeks Board authorization to provide a one-time, non-precedent setting Retention Incentive of \$17,000, in lieu of the \$17,000 Retirement Incentive, so the incumbent HR Manager can continue to work past September 6, 2016 in order that she may assist in various departmental tasks, along with the recruitment, orientation and training of the new HR Manager.
- The Retention Incentive will be payable upon retirement separation.
- The CEO is requesting Board authorization to issue a solicitation for a recruitment firm, specializing in Human Resources recruitments. The recruitment for this executive management position will include both internal and external candidates.

### III. DISCUSSION/BACKGROUND

Robyn Slater, the current Human Resources Manager, has been employed by METRO for approximately 15 years. She is eligible to retire with CalPERS and has completed her application to retire on September 6, 2016, the deadline for separation from METRO for those employees who wish to take advantage of the Board adopted \$17,000 Retirement Incentive. However, her separation on this date could result in a hardship on METRO. Ms. Slater is amenable to staying longer so she can assist METRO with the current HR Department workload and be present to affect a smooth transition to the new HR Manager. However, she would lose the Retirement Incentive under the current program.

Therefore, the Board is being asked to consider approval of the following:

#### A. Update the Job Classification Specification for HR Manager.

When a position is going to be vacated, METRO will often review the current Job Classification Specification (class specification) and update it when necessary. Since the current HR Manager class specification has not been updated in twenty-six (26) years, it was recently reviewed and an updated version is attached to this report (see Attachment A). The updated version reflects changes in job responsibilities, including responsibilities related to new state and federal laws and regulations such as leave laws, EEO, drug and alcohol testing, and workers' compensation.

The CEO has also reviewed the current Management Hourly Wage Schedule and is recommending a revision that might help better METRO's chances of attracting quality candidates.

B. Revise the HR Manager Hourly Wage Rate Schedule

The CEO is recommending that the HR Manager position be elevated one step to the same wage schedule as that of the Operations Manager, Maintenance Manager, Finance Manager, and Planning and Development Manager. The effect of such a recommendation is to change the Step 1 salary from \$7,996/month to \$8,876/month, or roughly \$10,566/year. If this recommendation is approved by the Board, the CEO will return to the Board in September with the appropriate revisions to the Management Compensation Plan. Also, the classification and compensation of the HR Manager position will be further reviewed in the upcoming management classification and compensation study.

The incumbent HR Manager will remain at her current salary until her retirement separation from METRO.

C. Retention Incentive

The Human Resources Department is a small department, yet it is responsible for many mission critical functions. The absence of an experienced department manager could impact the agency's ability to keep up with the present workload, especially given the numerous vacancies that have occurred due to recent retirements. As discussed earlier in this report, the incumbent will agree to stay longer and assist METRO in a smooth transition during the recruitment and training of a replacement, but she does not want to forego the \$17,000 Retirement Incentive, which requires separation from METRO no later than September 6, 2016.

The CEO wishes to retain the services of the incumbent in order to assist in the HR Department workload and to facilitate the recruitment, orientation and training of the selected HR Manager candidate. If approved by the Board of Directors, this will include up to two-weeks of overlap once a new HR Manager is hired. At the conclusion of her services, Ms. Slater would be provided with a Retention Incentive equal to what she would have received had she retired by September 6, 2016.

Given the incumbent HR Manager's willingness to stay longer with METRO, the CEO seeks Board authority to include up to a two-week overlap (overlap period) in which the current HR Manager will provide the prevailing HR Manager candidate orientation and training, irrespective of the new HR Manager being an internal or external candidate.

**D. Solicitation for Professional Services – Recruitment Firm**

Recruiting for an HR Manager will require the services of a recruiter who can cast a wide net for both internal and external candidates. Recruiting qualified candidates can be difficult for this position and METRO is competing with other entities in the county who are also recruiting for similar positions. In the past two years METRO has successfully utilized the services of a recruitment firm that has been able to fill the positions of Maintenance Manager and Planning and Development Manager.

The CEO seeks Board authorization to begin the solicitation process to retain a recruiter, specializing in Human Resources, in a contract amount not to exceed his authority.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

The new Human Resources Manager will likely be hired below step 6 of the proposed Management Rate Schedule, and is not likely to qualify for Longevity pay. The incumbent HR Manager is currently at Step 6 of the existing pay scale and receives Longevity pay.

The annual cost related to the adjustment to the pay scale is estimated to be approximately \$10,566/Year (approx. \$7,044 for eight-months in FY17).

The requested authority to hire a HR recruiter is expected to result in a FY17 cost of about \$25,000.

There will be offsetting wage savings in FY17 of \$7,400 as a result of the difference between the incumbent's salary rate at Step 6 (with Longevity) versus the anticipated new HR Manager's hourly rate at Step 3. Savings in FY18 are estimated to be \$11,107/Year.

**V. ALTERNATIVES CONSIDERED**

- Approve only the revised class specification and the HR recruiter. The CEO does not recommend this Alternative. It will benefit METRO greatly to retain the incumbent HR Manager through the hiring of her replacement and the proposed new Hourly Rate Schedule will assist in attracting quality candidates.
- Approve only the revised class specification and proposed new Hourly Rate Schedule, and not the proposed Retention Incentive nor the HR recruiter. The CEO does not recommend this Alternative. Without the one-time, non-precedent setting Retention Incentive, the incumbent HR Manager will retire

on September 6, 2016 and METRO will not have the required resources to hire a new HR Manager.

- Approve the revised class specification, proposed Hourly Rate Schedule and the proposed Retention Incentive, and not the HR recruiter. The CEO does not recommend this alternative. Without the HR recruiter, the incumbent HR Manager will be required to spend a large amount of her time recruiting her replacement, and, this type of recruitment may require a broader recruitment than METRO will have the resources to handle.

## **VI. ATTACHMENTS**

**Attachment A:** Revised Human Resources Manager Job Classification Specification

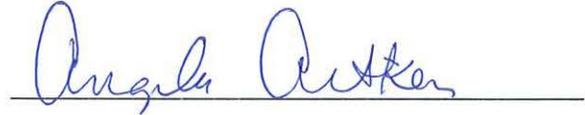
Prepared By: Alex Clifford, CEO  
Robyn D. Slater, Manager of Human Resources

**VII. APPROVALS:**

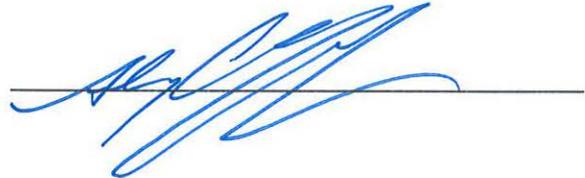
Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



# Attachment A



## HUMAN RESOURCES MANAGER

### DEFINITION

Under general direction of the Chief Executive Officer/General Manager, plans, organizes, directs and coordinates the human resources functions which includes, Equal Employment Opportunity/affirmative action, recruitment and examination, classification and compensation, employee and labor relations, employee insurance and benefit programs, employee training, Human Resources Information Systems (HRIS), drug and alcohol compliance and workers' compensation. Performs other related duties as assigned.

### EXAMPLES OF DUTIES

Selects, supervises, trains, motivates, assigns, evaluates, counsels and disciplines HR staff.

Provide guidance and professional support to staff, offer regular feedback to employees, and serve as a mentor in providing training and growth opportunities. Creates a culture of accountability.

Manages and may conduct the analyses and evaluation of positions for classification and compensation studies. Oversees the creation of, and makes recommendations for, new or revised class specifications.

Develops and implements the Agency's equal employment/affirmative action program and serves as the Agency's Equal Opportunity Officer.

Ensures compliance with Metro HR policies and procedures including agency-wide equal employment opportunities and discrimination and harassment prevention.

Develops departmental goals and objectives and reviews the effectiveness of departmental programs and services.

Investigates and recommends solutions and/or corrective actions to discrimination complaints and other personnel matters.

May assist the CEO by conducting labor relations activities and contract administration. Duties may include interpreting the provisions of Collective Bargaining Agreements.

May participate as a member of the management team in meetings with collective bargaining groups.

May conduct preparatory research and analysis on contract and bargaining matters for labor negotiations, including benefits working conditions and labor proposals. Will participate in contract negotiations with labor groups as part of the management team.

Use communication and interpersonal skills to create and develop positive relationships across all levels of staff and organizational leadership. Listen and build trust throughout the agency.

Responsible for the development and administration of the departmental budget.

# Attachment A

Human Resources Manager

Directs the recruitment, examination, interviews and selection activities for vacant positions.

Prepares specifications and scope of work for bids and requests for proposals related to HR administered programs and tasks. May review contract documents related to the HR department.

Directs and manages the employee and retiree benefit programs.

Reviews workers' compensation claims and coordinates case management with the third party administrator.

Reviews disability retirement applications and, in coordination with CalPERS, provides assistance to management and employees regarding the retirement process.

Oversees the drug and alcohol compliance program. Is the Designated Employer Representative (DER). Communicates with the Medical Review Officer, Unions, and employees regarding drug and alcohol test results.

Develops and maintains HR policies and procedures; communicates changes in HR policies and procedures and employment law to managers and staff.

Prepares and presents written and oral reports, training materials and other written documents.

Action oriented and able to create, implement and communicate new processes using technology to create efficiencies and best practices.

Address employee issues and teach staff how to resolve conflict at the lowest level to avoid escalation.

May provide support to the General Counsel's Office related to arbitrations and other types of hearings.

In consultation with the legal department oversees the administration of federal and state leave laws related to, FMLA, CFRA, and PDL including tracking leaves and the preparation and distribution of required communications with employees.

Responsible for the preparation of state disability and unemployment claims.

Attend and participate in professional groups and organizations and monitor legislative activities that may affect HR programs.

Represent Metro at various meetings as required and may act as liaison to local, State and Federal officials as directed by the CEO.

## **EMPLOYMENT STANDARDS**

### **Knowledge of:**

- Human resources systems, techniques, practices and functions, including recruitment, classification, testing, selection, benefits administration, employee and retiree benefits management.;
- Job analysis, recruiting and examining strategies, position classification, position control

# Attachment A

Human Resources Manager

and wage and salary administration.

- Employee benefit programs, including health plan and CalPERS retirement administration.
- Principles of Affirmative Action and EEOC regulations.
- Principles and practices of budget planning administration and control.
- State, federal, and local laws, rules, and regulations pertaining to HR, including state leave laws.
- Principles of supervision, training, motivation, performance evaluation, and discipline.
- Workers Compensation regulations and claims management.
- Federal drug and alcohol program management.
- Federal and state leave laws.
- Public sector employee relations, typical provisions of collective bargaining agreements, and public employee labor law.
- Modern ergonomic office systems and computer software, including Microsoft Office suite and project tracking software.

## **Ability to:**

- Manage multiple, concurrent assignments and balance competing priorities.
- Support and lead staff, ensuring the organization works toward a common goal.
- Delegate, coach, motivate and counsel subordinate staff.
- Balance multiple projects while understanding what are necessary verses desirable.
- Maintain focus on critical needs.
- Take initiative and use good judgment.
- Consistently apply concepts, laws, methods and other guidelines of professional work in the human resources management field.
- Communicate clearly and effectively, both in writing and orally; make and stand by difficult decisions.
- Collect, interpret and evaluate complex and specialized data.
- Define problem areas and evaluate, recommend, and implement alternative solutions to complex issues.
- Work effectively under stressful situations involving confrontation and conflict.
- Interpret and apply federal, state, and local policies, laws, regulations and labor agreements.
- Ensure compliance with Metro policies and procedures regarding equal employment opportunity, discrimination, and harassment prevention.
- Prepare and present comprehensive and concise reports and recommendations.
- Establish and maintain effective working relationships with employees and the public.

## **Training and Experience**

Sufficient education and increasingly responsible Human Resources experience to demonstrate possession of the required knowledge and abilities.

Development of the required knowledge, and abilities is typically obtained through a combination of training and experience equivalent to graduation from an accredited college or university with a Bachelor's degree in human resources, business or public administration, or a

# Attachment A

Human Resources Manager

related field and six (6) years of increasingly responsible professional Human Resources experience including two (2) years of management experience.

Previous HR experience in public sector.

A Master's Degree is desirable.

## **Licenses/Certificates**

Possession of a valid California Class C driver's license and a safe driving record, or the ability to provide alternate transportation which is approved by the appointing authority.

## **Physical Requirements**

While performing the duties of this job, the employee is frequently required to sit, talk or hear, both in person and by telephone, use hands to finger, handle or feel objects or controls such as a computer keyboard and a computer mouse. The employee is occasionally required to bend and twist at the neck, reach with hands and arms, stand and walk. Limited overhead reaching and lifting up to 20 pounds is required. Visual abilities required include close vision, distance vision, and the ability to adjust focus.

VERBAL PRESENTATION ONLY

CEO ORAL REPORT

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- ADDITIONAL MATERIALS DISTRIBUTED  
AT BOARD MEETING -



# HEADWAYS

SANTA CRUZ **METRO**

Moving <sup>our</sup> Community

Fall Service: September 8, 2016 - December 14, 2016 • Servicio de Otoño: septiembre 8, 2016 - diciembre 14, 2016

**BUS RIDER'S GUIDE**

**GUÍA PARA VIAJEROS**

See How You Can Support Transit

## Fall 2016 Service Changes:

Details Inside 

## Cambios al Servicio del Otoño 2016:

Vea Como Puede Apoyar Tránsito

**METRO**  
awarded Grant  
for Four Electric  
Buses



Thank you Cabrillo Students for Supporting  
**METRO** and the Santa Cruz County  
Bus Riding Community

SCMTD.COM (831) 425-8600

**DISTRIBUTED AT 8/26/16 BOARD MEETING**

## A Note from the CEO

As you may know **Santa Cruz METRO** is going through difficult financial times and has been working to address a fiscal structural deficit in our budget over the last couple of years, meaning that our expenses are greater than our revenues.

We are doing the best we can to provide as much service as possible for our riders while making sure that we can continue to sustain a viable service in the long term.

**Santa Cruz METRO** has just completed a modification/restructuring of the entire network of fixed-route bus service, reducing the amount of service by approximately 10%. Although we are disappointed that we had to reduce service, this outcome is much better than the projected 30% reduction being considered only a year ago. Through the generous financial support of **UCSC, Cabrillo College** and our own **METRO** employees, **METRO** is able to continue providing a service which should get people from most residential areas to the major destinations throughout the County, including jobs, school, medical appointments, and social services.



**Santa Cruz METRO** thanks you, our riders, for your help and patience during this difficult process. Your participation and input during the public outreach process provided lots of good ideas which have been incorporated into the new service plan. In some cases buses will run less frequently, and possibly not as early or late as they do today. Some routes have been realigned in an attempt to provide service to the widest possible areas. There are a few places which will no longer be served as there was not much usage in those areas.

Now we are moving forward and we look to serving your travel needs as well as we can. We will continue to monitor the system and look for financial efficiencies and funding that will allow us to grow our service again. To more deeply understand our financial status, please read the article linked on the homepage of our website, under **CEO Communications: Why did METRO Reduce Service?** describing the structural deficit, its causes and impacts.

In addition to providing service, **Santa Cruz METRO** also needs to take care of its vehicles and facilities. On this, we are very happy to announce that we have just been awarded funding by both the state and federal governments to acquire **four new electric zero-emissions buses** which should go into service in the next year or two, and are very much needed.

**Please visit our website (scmtd.com) to help yourself and help Santa Cruz METRO.**

**Learn how the Fall Service Changes affect the routes you ride:**

- Read the **News Bulletins** and follow the links to the route schedules and system map
- Learn how to **Stay Connected (scmtd.com/connect)** via email, web, and text message
- Learn how to use **Schedule By Stop** to **see today's schedule at ANY Bus Stop and departures at Transit Center Lanes** via our website or 2-way text message
- Subscribe to **Route Alerts** and agency announcements via email or text message

**Help Santa Cruz METRO**

- Submit your comments to **Customer Service** on the **Fall Service Changes** so we may continue to improve our service
- Find information about the recent service restructuring process posted at **scmetroforward.com**
- Stay aware of the state of **Santa Cruz METRO** and of opportunities to support public transit in *California*. Visit **itransitca.com** to learn more.
- Participate in ongoing outreach and other public processes and events

Thank you again for your use of and interest in **Santa Cruz METRO**. With your help we will continue to provide the best public transit service we can within our financial capacity.

Alex Clifford, *CEO of Santa Cruz METRO*

 **Para Español, vea la página 17**

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# **NEWS CLIPS**

**June 24, 2016 – August 26, 2016**

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**SANTA CRUZ  
COUNTY  
ARTICLES**

**DISTRIBUTED AT 8/26/16 BOARD MEETING**





**Route 34** unchanged (south Felton).

**Route 35 & 35A** reduced in frequency (San Lorenzo Valley).

The bus will run every 90 minutes after 6:30 pm weekdays and after 7:30 pm weekends.

Morning “School Term Only” trips **will be running**.

Agreement was finalized Tuesday August 16, after the original version of this article was printed.

Afternoon “School Term Only” trips departing from Felton Fair at 2:20 pm and 2:50 pm will serve up Highway 9 to Sylvan Avenue. A second trip leaving at 2:50 pm will depart from Felton Fair and serve up Highway 9 and Big Basin Way up to China Grade Road.

Service north of the Mountain Store on Highway 9 discontinued (previously went to Sylvan Avenue on Highway 9).

Service north of Boulder Creek Country Club on Highway 236 discontinued

(previously went to Big Basin State Park on Highway 236).

Service on Bear Creek discontinued.

**Route 40** reduced to two morning trips weekdays and no weekend service (Davenport).

This is changed from an original proposal to allow two morning trips and inclusion of Route 41 and 42.

**Route 41** reduced to two morning trips weekdays and no weekend service (Bonny Doon).

This route was originally going to be discontinued.

**Route 42** reduced to 3 afternoon trips weekdays and 2 trips weekends (Bonny Doon / Davenport).

This route was originally going to be discontinued.

This represents major cuts in bus service over what we had in the spring and last school year. The public’s feedback did make some major impacts on what was originally proposed. For route 35 and 35A we were able to save three afternoon “School Term Only” trips, and as of Tuesday August 16 the morning trips as well. The trips only go up to China Grade Road on Big Basin Way and up to Sylvan on Highway 9. The “School Term Only” trips are the only trips that go that far, all others end at the Country Club on Big Basin Way and the Mountain Store on Highway 9.

## Breaking News & Blog Posts

First Day of School ~ BCE Road Construction and Bus Service Cuts

Events this Weekend 8/19 – 8/21 & more

Events this Weekend 8/5 – 8/7, Summer Camps, & more

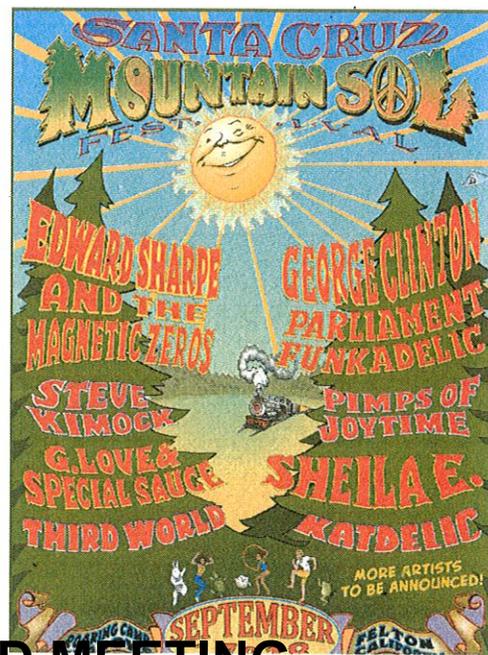
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Email \*

Select list(s):

- All Content
- Events (ONLY)

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Your feedback also gave service back to Bonny Doon to cover the morning commute and school routes with Route 41 starting at Santa Cruz Metro at 5:50 am and 8:00 am, with stops at Santa Cruz High School, Bay Drive at High, Pine Flat at Empire Grade, and Bonny Doon Road at Pine Flat Road. The morning commute for Davenport is covered by Route 40. The afternoon commute for Bonny Doon and Davenport is covered by Route 42 and includes three trips to Bonny Doon Elementary, Pacific Elementary, and Santa Cruz High School. It also includes one trip in the morning and one trip in the afternoon on weekends.

## Maps & Schedules

# Final, Updated, & Original Proposed Bus Service for the Santa Cruz Mountains

## Final Bus Service Cuts

Final schedules & maps for ALL Routes

<http://scmtd.com/en/routes/system-map/20171>

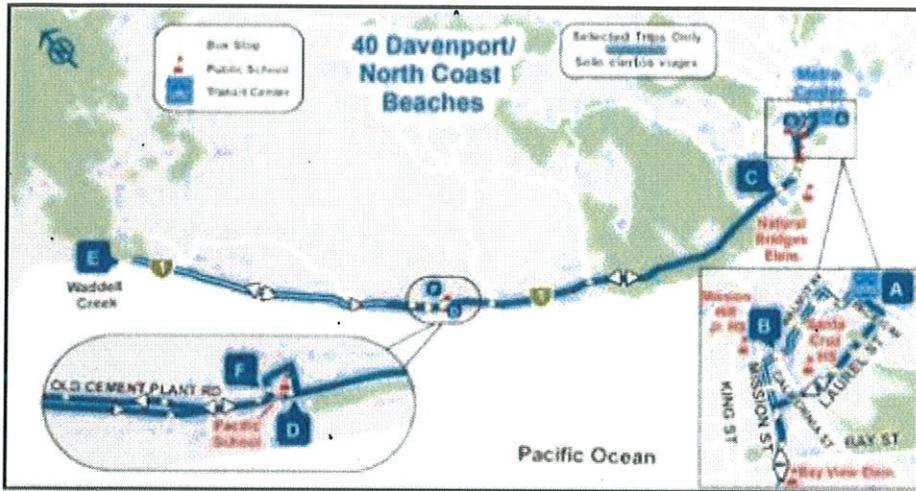
PDF report, for easy viewing of all maps & schedules together  
(large file, may take a minute to load).

[2016-08 Bus-Service-Final Report](#)



[click map to see large version](#)

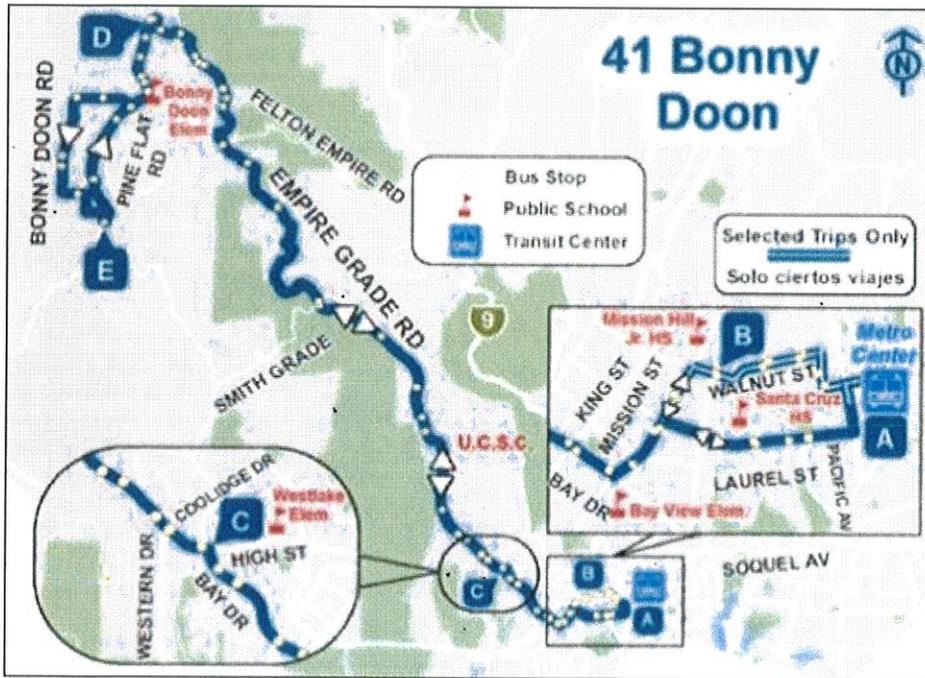
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September 2016  
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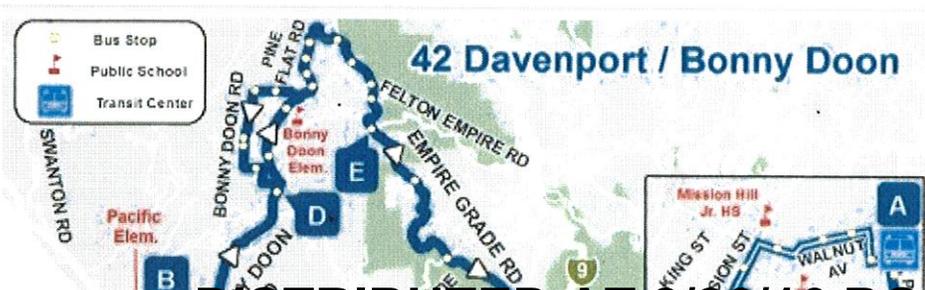
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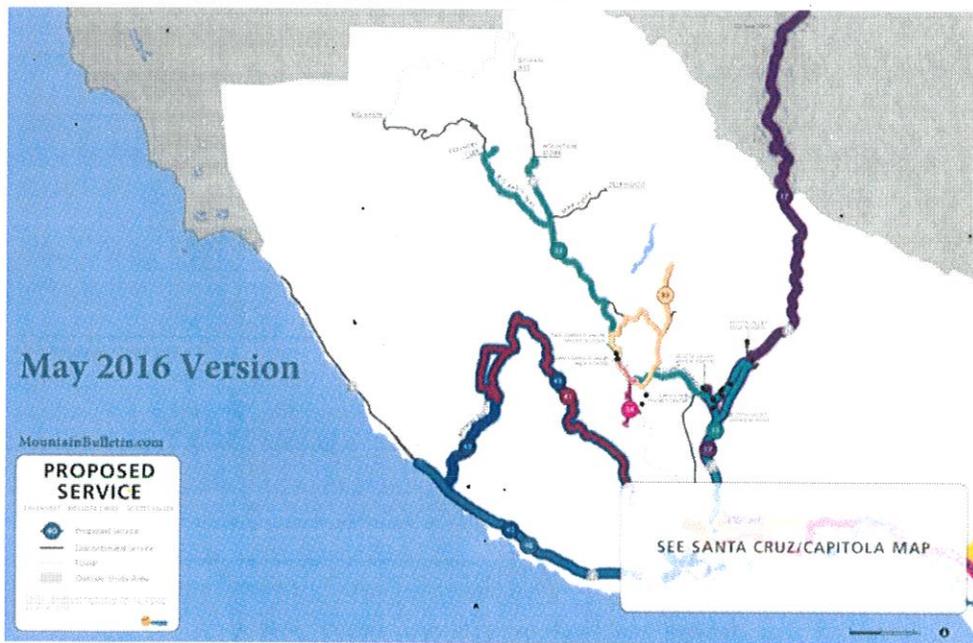


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Source <http://scmtd.com/en/routes/system-map/20171>

## Updated Bus Service Proposal



Source [http://scmetroforward.com/wp-content/uploads/2016/05/Proposed\\_Davenport\\_BoulderCreek.pdf](http://scmetroforward.com/wp-content/uploads/2016/05/Proposed_Davenport_BoulderCreek.pdf)

### May 2016 Version Santa Cruz METRO Weekday Service Reduction Proposal 5.2.16

San Lorenzo Valley

Route	Existing Wkdy		Proposed Wkdy		Change	Reason	Alternative Bus Route
	Span	Freq.	Span	Freq.			
30	6:45A - 2:15P	2 trips			Service discontinued	low ridership on route	35A 08
33	6:53A - 2:50P	2 trips	6:53A - 2:50P	2 trips	No change		
34	7:25A - 3:30P	2 trips	7:25A - 3:30P	2 trips	No change		

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35	5:40A - 11:00P	30	5:30A - 11:00P	60 offpeak, 90 after 6:30P	discontinued	ridership lower midday compared to peak
					Service will run every 90 minutes after 6:30PM	Lower ridership in late night, but still important to take people home

**Davenport / Bonny Doon**

Route	Existing Wkdy		Proposed Wkdy		Change	Reason	Alternative Bus Route
	Span	Freq.	Span	Freq.			
40	6:40A - 3:25P	4 trips	6:40A	1 trip	Route to serve Davenport and SCHS, service west of Davenport discontinued (Cement Plant, Waddell Creek)	Covers school trips and workers in the morning and coverage in the evening to take people home	
41	5:50A - 5:30P	4 trips	5:50A	1 trip	Route to serve Bonny Doon and SCHS		
42	8:30P	1 trip	2:30P & 8:30P	2 trips	Route to serve SCHS, Davenport and then Bonny Doon		

**Weekday Proposal**

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[click map to see large version](#)



Source <http://scmetroforward.com/wp-content/uploads/2016/05/COA-Weekday-proposal-5.11.16.pdf>

**May 2016 Version**

**Santa Cruz METRO Weekend Service Reduction Proposal 5.2.16**

**San Lorenzo Valley**

Route	Existing Wknd		Proposed Wknd		Change	Reason	Alternative Bus Route
	Span	Freq.	Span	Freq.			
30					No change		
33					No change		
34					No change		
35	7:30A - 11:00P	30	8:30A - 10:30P	60	Service past Mountain Store / Country Club discontinued Weekend service reduced to be every 60 minutes and span of service cut, every 90 minutes after 7:30P	Low ridership on outer segments, trip level ridership lower on weekends	

**Davenport / Bonny Doon**

Route	Existing Wknd		Proposed Wknd		Change	Reason	Alternative Bus Route
	Span	Freq.	Span	Freq.			
40	8:30A & 4:30P	2 trips			No weekend service	Low ridership	42
41	9:30A	1 trip			No weekend service	Low ridership	42
42	6:00P	1 trip	8:30A & 4:30P	2 trips	Serve both Davenport and Bonny Doon with one vehicle	Keep lifeline service	

**Weekend Proposal**

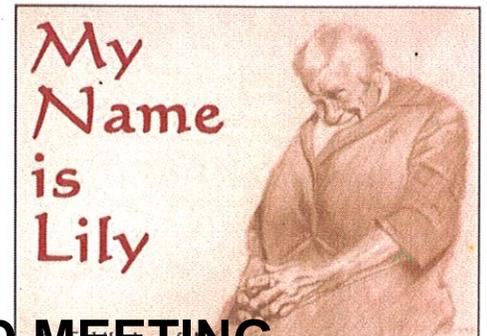
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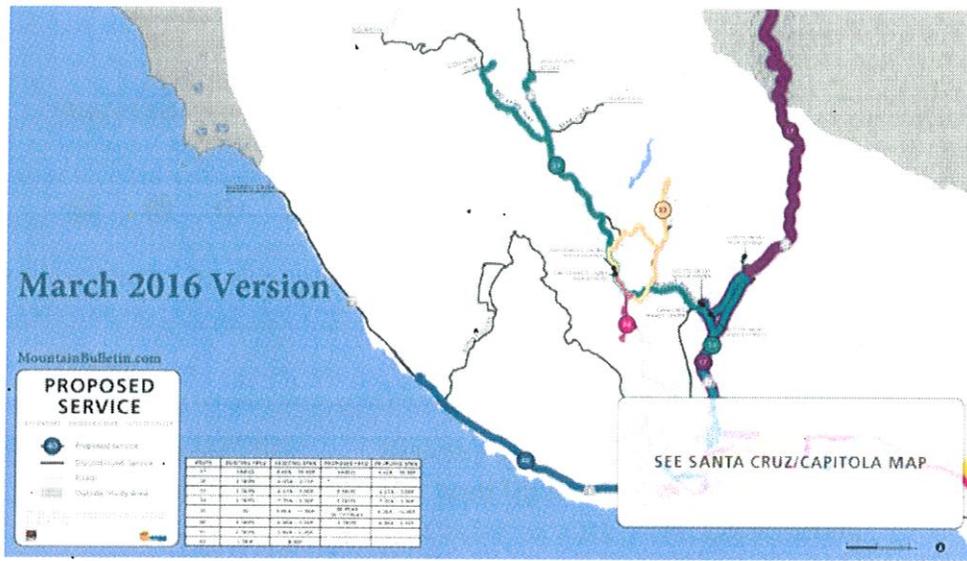
[click map to see large version](#)

Source <http://scmetroforward.com/wp-content/uploads/2016/05/COA-Weekend-proposal-5.11.16.pdf>

**Original Bus Service Proposal**

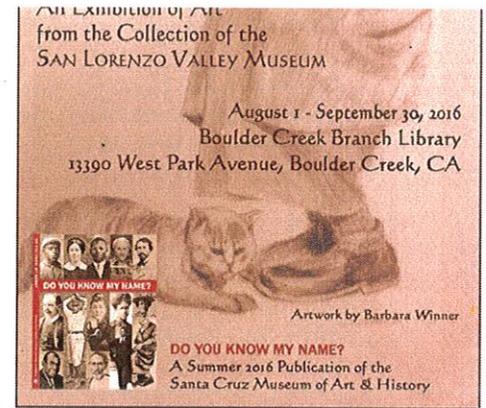


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click map to see large version

Source [http://scmetroforward.com/wp-content/uploads/2016/03/Proposed Davenport BoulderCreek Chart-v2.pdf](http://scmetroforward.com/wp-content/uploads/2016/03/Proposed_Davenport_BoulderCreek_Chart-v2.pdf)



**March 2016 Version**  
Santa Cruz Metro Service Concept

San Lorenzo Valley

Route	Existing Wkly		Proposed Wkly		Change	Reason	Annual Change Hours	Potential Ridership Loss
	Span	Freq	Span	Freq				
30	6:45A - 2:15P	2 trips			Service discontinued	Low ridership on route	-970	7,400
33	6:53A - 2:50P	2 trips			No change		0	
34	7:25A - 3:30P	2 trips			No change		0	
35	5:40A - 11:00P	30	6:30A - 10:00P	30 peak, 60 offpeak	Service past Mountain Store/ Country Club discontinued. Weekend/midday service reduced to be every 60 minutes. On weekdays between 7:30A and 4:30P, service rerouted between Pasatiempo and Ocean St to cover Emeline Complex.	Low ridership on outer segments, trip level ridership lower on weekends and midday compared to other parts of the network. Covers loss of service from Route 4	-5,889	16,300
Total							-6,859	23,700

Davenport/Bonny Doon

Route	Existing Wkly		Proposed Wkly		Change	Reason	Annual Change Hours	Potential Ridership Loss
	Span	Freq	Span	Freq				
40	6:40A - 3:25P	4 trips	6:40A - 5:25P	5 trips	Route restructured to serve Davenport with 5 weekday trips, 2 weekend trips, service west of Davenport discontinued (Cement Plant, Waddell Creek)	Weekday Route 40 service has decent ridership with passengers going to SCS and Pacific School, low ridership west of Davenport, midday trip kept for Wednesday early release at Pacific School	108	
41	5:50A - 5:30P	4 trips			Service discontinued	Low ridership, half of ridership occurs between Pacific Station and UCSC	-1,816	11,500
42	8:30P	1 trip			Service discontinued	Low ridership as combination of 40/41	-532	4,000
Total							-2,240	15,500

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Page 1

click map to see large version

Source [http://scmetroforward.com/wp-content/uploads/2016/03/Santa-Cruz-Metro-Service-Concept-2016\\_0318\\_board.pdf](http://scmetroforward.com/wp-content/uploads/2016/03/Santa-Cruz-Metro-Service-Concept-2016_0318_board.pdf)

<http://mountainbulletin.com/article/bus-service-cuts-final-schedule/>

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## Bus Service Cuts, Final Schedule

by Rachel Wooster

The final schedule of bus services was approved by the Santa Cruz Metro's Board on June 24<sup>th</sup> and Friday, August 5<sup>th</sup> the details of the schedule were made available to the public via their website. The summary of changes will be printed in Headway Bus Riders' Guide September 1<sup>st</sup>, but we have the nitty gritty for you now. These changes go into effect September 8.

Route 30 discontinued (Scotts Valley).

Route 33 unchanged (Felton, Lompico, and Zayante).

Route 34 unchanged (south Felton).

Route 35 & 35A reduced in frequency (San Lorenzo Valley). The bus will run every 90 minutes after 6:30 pm weekdays and after 7:30 pm weekends. All morning "School Term Only" trips are discontinued.

Afternoon "School Term Only" trips departing from Felton Fair at 2:20 pm and 2:50 pm will serve up Highway 9 to Sylvan Avenue. A second trip leaving at 2:50 pm will depart from Felton Fair and serve up Highway 9 and Big Basin Way up to China Grade Road.

Service north of the Mountain Store on Highway 9 discontinued (previously went to Sylvan Avenue on Highway 9).

Service north of Boulder Creek Country Club on Highway 236 discontinued (previously went to Big Basin State Park on Highway 236).

Service on Bear Creek discontinued.

Route 40 reduced to two morning trips weekdays and no weekend service (Davenport). This is changed from an original proposal to allow two morning trips and inclusion of Route 41 and 42.

Route 41 reduced to two morning trips weekdays and no weekend service (Bonny Doon). This route was originally going to be discontinued.

Route 42 reduced to 3 afternoon trips weekdays and 2 trips weekends (Bonny Doon / Davenport). This route was originally going to be discontinued.

This represents major cuts in bus service over what we had in the spring and last school year. The public's feedback did make some major impacts on what was originally proposed. For route 35 and 35A we were able to save three afternoon "School Term Only" trips, one up to China Grade Road on Big Basin Way and two up to Sylvan on Highway 9. These are the only three trips that go that far, all others end at the Country Club on Big Basin Way and the Mountain Store on Highway 9.

Your feedback also gave service back to Bonny Doon to cover the morning commute and school routes with Route 41 starting at Santa Cruz Metro at 5:50 am and 8:00 am, with stops at Santa Cruz High School, Bay Drive at High, Pine Flat at Empire Grade, and Bonny Doon Road at Pine Flat Road. The morning commute for Davenport is covered by Route 40. The afternoon commute for Bonny Doon and Davenport is covered by Route 42 and includes three trips to Bonny Doon Elementary, Pacific Elementary, and Santa Cruz High School. It also includes one trip in the morning and one trip in the afternoon on weekends.

## Santa Cruz County to Launch Cannabis Registration Program

by Jim Coffis

Santa Cruz County officials are expected, within days, to begin accepting registrations from eligible parties interested in seeking a local license to grow medical cannabis for sale. The online registration process could roll out as early as August 11th, sources say. A 90-day registration window for eligible existing cultivators is among the provisions in the proposed new ordinance, which the Board of Supervisors approved in concept.

While the proposed new ordinance has not yet been passed by the BOS, the County is moving ahead with the program in an effort to identify those growers who "intend to seek a local license" when they become available (probably in the Spring or Summer of 2017). The information gathered will also be used as a "baseline" for evaluating the environmental impact of the new ordinance.

The new proposed ordinance has language that gives licensing priority to growers who were operating before December 2013. Current language in the ordinance requires those eligible to register so that they will be eligible for licensing in the future. There are some exceptions for persons who are involved non-cannabis commercial agriculture.

The language is being reviewed by various County commissions and is expected to return to the Board sometime in September.

A Licensing Official, who will have broad discretion in approving or denying registrants, is expected to be hired soon as well. Over 100 applications for that \$140,000 position have been screened and final interviews are being scheduled.

The process, as explained, will require prospective registrants to create an online "account" with basic identifying information. Various forms will need to be downloaded and completed, then uploaded to the system. It is anticipated that the entire process will require some time to complete and therefore only the initial account setup will be required to be completed in the 90-day window.

A site visit from yet-to-be-hired code enforcement officials will be part of the process. A non-refundable fee of \$3,500 will be collected.

The County plans to offer workshops and other technical assistance. Local cannabis advocacy groups are also planning on providing help once they see the forms and review the various information the County will require.

Priority for review and acceptance of registration will be based upon how complete the registration is and not the date when the account was initially created.

As more information becomes available it will be shared on a County website as well as SCM2.net, and you can email jcoffis@gmail.com.

# SERVICE CHANGE ALERT!



**831-425-8600 • CUSTOMER SERVICE • SCMTD.COM**

- AUGUST 5TH**  
The New Fall Schedule is Available at [scmtd.com](http://scmtd.com)
- SEPTEMBER 1ST**  
Fall Headways are Available on Buses and at Transit Centers.
- SEPTEMBER 8TH**  
BUS SERVICE CHANGES TAKE EFFECT. NO CHANGES TO PARACRUZ.

## JOE'S BAR PIG ROAST



Raffle! Live Music!

### GET ROASTED!

SEPTEMBER 10TH @ 4PM  
ROAST PIG AND ALL THE TRIMMINGS FOR ONLY \$15!

DRINK AT Joe's

ALL PROCEEDS BENEFIT VALLEY CHURCHES UNITED MISSIONS

Joe's Bar • 13118 Highway 9 • Boulder Creek  
[facebook.com/joesbouldercreek](https://facebook.com/joesbouldercreek)

## Don Lane and Zach Friend: Getting Santa Cruz County moving



The Santa Cruz County Regional Transportation Commission owns the rail line that runs between Davenport and Watsonville. Shmuel Thaler/Sentinel

By Don Lane and Zach Friend, Special to the Sentinel

There is a healthy discussion going on in our county about the long-term use of the Watsonville-to-Davenport rail corridor.

Because the rail line is owned by the Santa Cruz County Regional Transportation Commission, the commission is charged with overseeing the community decision-making process to determine the preferred long-term use of this community asset. It's potential must not be underestimated. With the many transportation challenges our residents face, the corridor represents a significant opportunity to improve the movement of people between Santa Cruz, Mid-County and Watsonville. Aside from Highway 1, the rail line is the only linear transportation corridor to traverse our county.

The RTC has committed to a thoughtful, transparent and engaging community process to determine the best use of the corridor. Everyone agrees there is great

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Santa Cruz Sentinel

Posted: 08/20/16, 6:09 PM PDT

potential for meeting transportation needs on this corridor. This agreement led to the RTC purchasing the line. And there seems to be consensus on having a bicycle and pedestrian path on the corridor, which is why the RTC is proceeding with creation of that path.

Where there is not consensus is on the question of rail or other transit service. Some envision rail transit or some other transit service on the line. Others envision removing the tracks and building an even wider bike and pedestrian trail. This is where more work needs to be done.

The RTC recently adopted this element in its Transportation Improvement Plan: “Analysis (including environmental and economic analysis) to answer important community questions about possible future transit and other transportation uses of the corridor through an open, transparent public process.” In September, the RTC will map out specific details for the public process on making this critical decision.

That process will take into account the recently completed report from the “Great Santa Cruz Trail” advocates. It will also take into account the Santa Cruz Branch Rail Line Rail Transit Feasibility Study and the work of rail-service advocates. We applaud these community-based efforts and look forward to a lively discussion where a wide range of perspectives are carefully considered. Ultimately, the corridor presents one of the greatest transportation opportunities in our county for the foreseeable future. Ensuring a complete analysis of the possibilities is essential.

Whichever approach the community chooses, it’s important to note it will be difficult to get any projects completed without a local, stable source of revenue. State and federal transportation funding has become very unreliable and that lack of investment in our roads, highway and transit system becomes more evident every day. As our community sits in traffic, watches neighborhood streets deteriorate, seeks safer walking and biking options to school and reliable options for seniors to get to medical appointments, we know the need is acute.

As RTC commissioners we often hear we should invest more in these needs. We agree. After all, we know what it looks like to not have a stable funding measure — we’re living it. We’re hopeful the community will come together in support of Measure D and provide a reliable local funding source, so we can make a measurable impact on our transportation needs. Let’s invest in our local transportation network and get Santa Cruz County moving.

*Don Lane and Zach Friend are chair and vice chair of the Regional Transportation Commission.*

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# Bus cancellations, construction add headaches

By Barry Holtzclaw  
Press Banner

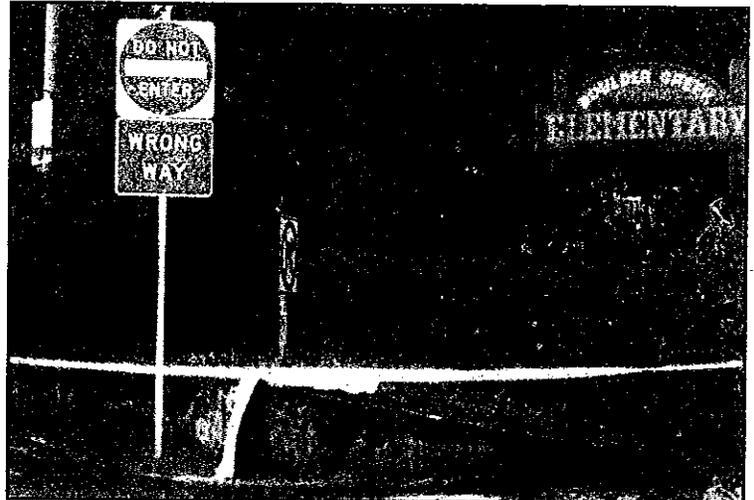
San Lorenzo Valley Schools enter a new school year with all recent construction projects completed - a new performing arts center, new library, improvements to its athletic facilities - but the year that begins with "Cougar Day" August 19, followed by the start of classes August 22 will have a few wrinkles.

In Boulder Creek, a long-awaited project to install sidewalks and a safer route to the hillside Boulder Creek Elementary was delayed and didn't begin until this month. Yellow tape, construction

equipment and torn up streets will add to the congestion at pickup and dropoff times until mid September.

Similar sidewalk construction is to occur south of the high school campus.

Another disruption to school arrivals and departures will be the decision by METRO Santa Cruz to eliminate extra bus routes along Highway 9 in the morning, which for several years had enabled students in Ben Lomond, Brookdale and Boulder Creek to have an extra chance to get public transportation to the Felton three-



Barry Holtzclaw/Press Banner

**BOULDER CREEK ELEMENTARY:** New sidewalk construction could complicate traffic patterns in the first month of school in Boulder Creek.

NEW YEAR, CONTINUED ON PAGE 5

school complex.

The exact impact remains to be seen, but school officials are bracing for more traffic congestion, and some bus-riding students getting to school late, or extra early.

In Scotts Valley, a smooth start to the school year is anticipated at all four schools, which also begin classes on Aug. 22. That could change for Scotts Valley Middle School students, if final environmental hurdles are cleared and a two year reconstruction project begins in the New Year.

San Lorenzo Valley has 25 new staff at its four school, including nine new teachers. Also there are new principals at the high school, middle school, and San Lorenzo Valley Elementary.

Jeff Calden, a veteran teacher and administrator, moves from middle school principal to high school principal. The new assistant principal is Ned Hearn, a veteran SLV teacher.

Calden's wife, Shannon, moves from elementary principal to middle school principal.

The new elementary principal, Jennifer Lahey, is another veteran SLV teacher.

The SLV administrative team will be joined by a new Sheriff's Deputy Resource Officer, Deputy Kris Koenig, a 1999 SLV graduate.

Also at SLV, Danielle Winters is the new assessment and data coach.

Chris Coulson, a middle school teacher, is the new high school athletic director at SLV.

Julia Ordahl, a fifth grade teacher at San Lorenzo Valley Elementary, and Dana Thompson, of Boulder Creek Elementary, created an Edu-Tech team of teachers, administrators and board members.

Their work resulted in the Bring Your Own Device rollout last school year for sixth - 12th grades. This fall, that is being extended to fifth graders, and Superintendent Laurie Bruton said more laptop computers will be available in all schools, with increasing use by students in grades one through four.

## WILD RIDE

*After emergency funding, bus agency prepares for a 10 percent cut in service as ballot measure nears*

BY JACOB PIERCE

It's hard for the old-guard left in Santa Cruz and local students to agree on many things, but the local bus agency certainly brought them together this year.

A 30 percent cut in bus service infuriated the community when information on how severe the changes would be became public, and the agency began to seek input on vital routes.

In their outreach effort, METRO leaders like Barrow Emerson, the agency's planning and development manager, provided an opportunity for other partners to step forward in the search for new funding sources. Two local colleges eventually did, chipping in more than a combined \$1 million.

The METRO board has since approved a far-less-than-expected 10 percent service cut—still nothing to celebrate—which goes into effect Thursday, Sept. 8.

"This was the most dramatic thing I've ever been involved in," says Emerson, who has worked for 14 agencies across the country during his 38 nomadic years in the transportation field. "Thirty percent was going to be as bad as you would ever have seen at a public transit agency. Ten percent is bad, but it does happen at times at bus companies, because you deal with the ebbs and flows of economies and external funding sources."

Emerson, a self-described "geography geek" sporting a red-white-and-blue Grateful Dead tie, says he plans to finish his career in Santa Cruz over the coming years and retire here.

The new funding comes from a few different places. Some dollars will come from Cabrillo College, which is kicking in \$944,000 annually to preserve routes like 91X that are crucial to the college, and allow students to take the bus by flashing their student IDs, just as UCSC students do.

UCSC, meanwhile, has agreed to put an extra \$600,000 a year toward METRO, which was recently looking to cut as much as \$6.5 million from its budget. Emerson and Alex Clifford, the METRO agency's CEO, also scoured budgets to eliminate

inefficiencies, cutting vacant positions and incentivizing early retirement. Lastly, a countywide transportation sales tax measure hits ballots in November that would provide an extra \$2.75 million dollars in transportation funding if approved by a two-thirds majority.

Still, some of the bus supporters aren't ready to cheerlead the METRO's direction.

"Little by little, they are reducing services," says activist Ernestina Saldaña, a member of the Santa Cruz Bus Riders Association. "Last year it was the services of ParaCruz. This year it was the services to some areas. And they are talking already about increasing the fare for next year. So, this problem is not solved."

Saldaña is at the downtown farmers

market on a hot Wednesday afternoon, a pale blue "Bernie 2016" sticker plastered to the back of her electric wheelchair. She's handing out fliers for Santa Cruz City Council candidate Drew Glover, partly because he's promised a "fully funded" METRO. Saldaña, like Glover, opposes November's comprehensive transportation measure because she wants to see a more complete bus system, one with expanded service and affordable fares for low-income people.

Glover's plan—and Saldaña's too—is to create a different measure in a few years that gives no money to the Highway 1 improvements, and prioritizes buses instead. It's a gamble that would hurt local transportation, at least in the short term, because it's hard to say when, or even if, county leaders and voters would

support such a measure.

But Saldaña wants METRO to make a serious overhaul of its system and update its schedules—something it hasn't done since 1996—making it easier for people to get to places on time and meet connections.

"Look around you—how much the city has grown, how much the county has grown. And we're still using the schedules that were designed for 20 years ago," she says. "Of course, we need to update that. You get on the 71 thinking it's going to take you one hour to come to Santa Cruz? In reality it's one hour and a half, one hour and 45 minutes."

Emerson says that should the agency come across more money, its biggest goal would be to improve service—extending hours of operation and trip frequency.

Ideally, that would make it possible for someone working late at a service job to get back home to South County, for instance, he says, an issue Saldaña also worries about.

That network, Emerson adds, also makes it more enticing for white-collar workers to ditch their cars and get around on public transit. "Ultimately, it's just that the person says, 'The bus system in this county is good enough. I can make all my trips—or the majority, or any amount of my trips—on the bus,'" Emerson says.

Transportation experts have other visions farther down the road, as well. METRO just landed a grant, along with Monterey-Salinas Transit, to study bus-on-shoulder transit, which could move forward an idea allowing buses to drive on the shoulder of Highway 1.

Other struggles may loom ahead. METRO's five-year plan predicts a deficit three years from now. Emerson says the agency should be able to weather that through smarter marketing—like more advertising inside and outside of buses and the retail spaces for lease at the bus stations. "We'll keep looking at how we run the service—nipping and tucking, not this massive thing that we just did," Clifford says.

When looking at November's ballot measure, it's hard to pinpoint exactly what the success or failure of the measure means for the bus agency, which just won two competitive grants to buy new electric buses.

According to the METRO board's minutes, leaders would lay off four drivers if the measure fails in November, meaning route cuts. If it passes, there will be extra money—more than enough to erase the deficit three years from now.

The board has not yet signaled how much of that cash would go to operational costs (like restoring service), capital costs (like replacing its aging fleet) or supporting reserves, which are now thinner after the board depleted them to maintain service, while revenues declined through the Great Recession.

"This board has always had a high degree of sensitivity toward retaining business on the street," says Clifford, who's been with the agency for two years. "That's the business we're in. And nobody knew in 2008 that this was going to be the Great Recession."

For more information, including most recent schedules, visit [scmtd.com](http://scmtd.com).



**STREET SMARTS** Ernestina Saldaña, a member of the Santa Cruz Bus Riders Association, says METRO needs a big overhaul to make buses more accessible, more affordable and more reliable. PHOTO: KEANA PARKER

# Transportation services for 2016-17 academic year

To: UCSC Community

From: Larry Pageler, Transportation and Parking Services

August 11, 2016

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Following several notices in the local media and campus communications throughout the spring of 2016, I am pleased to announce transportation services for the upcoming 2016-17 academic year. This announcement addresses changes in both Santa Cruz Metro and UC Santa Cruz transit services.

The Santa Cruz Metropolitan Transit District is announcing a series of service changes that may impact campus riders. While there are reductions in some areas, the final plan preserves far more UCSC service than had been originally anticipated. In response to a proposed 14 percent reduction to campus service, TAPS and Metro staff worked diligently to identify the most-used and least-used UCSC trips. Following careful analysis, the final outcome is that the campus is paying slightly more for the 2016-17 service period, which is preserving nearly all "school term" service.

Changes will include reconfiguring school-term trips to align with the revised 2016-2017 class schedule, rerouting Route 20 UCSC/Westside evening trips to serve the Safeway/Almar Shopping Center, as well as adding service to the Coastal Science Campus on two Route 3 Mission/Beach weekday morning trips. Metro service reductions to the campus will include elimination of the Route 12 UCSC/Eastside (which provided one trip from 41st Avenue to campus on weekday mornings), and elimination of several low-ridership morning trips on other UCSC routes. A preview of Metro's Fall Service changes is available on their website.

While the Metro plans for service to the campus are positive, these outcomes and the additional funding needed to achieve them require reductions in services by the Campus Transit Operation.

Campus Transit service changes that will be implemented in fall quarter 2016 include:

- Sunday through Thursday Night Owl service will be eliminated, and Friday and Saturday Night Owl service will end 40 minutes earlier, at 2:10 a.m.
- Downtown Bike Shuttle service will be eliminated, and Westside Bike Shuttle service will end 90 minutes earlier, at 11:30 a.m.
- Four transit-style shuttle buses will provide additional capacity on the Loop and Upper Campus routes during peak demand periods

Funded by parking fees, the Traffic Control program will be expanded to increase traffic flow during class breaks and peak hours. TAPS is also working to pilot an alternative night-time on-demand service for student on-campus transportation needs.

## Features



UC Santa  
Cruz  
Magazine  
Spring  
2016

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**DISTRIBUTED AT 8/26/16 BOARD MEETING**

## METRO Prepares for 10 Percent Cut

EMERSON BARROW

# GoodTimes



BY LILY STOICHEFF

It's hard for the old-guard left in Santa Cruz and local students to agree on many things, but the local bus agency certainly brought them together this year.

A 30 percent cut in bus service infuriated the community when information on how severe the changes would be became public, and the agency began to seek input on vital routes. In their outreach effort, METRO leaders like Barrow Emerson, the agency's planning and development manager, provided an opportunity for other partners to step forward in the search for new funding sources. Two local colleges eventually did, chipping in more than a combined \$1 million.

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"This grant could not have come at a better time," remarked METRO CEO Alex Clifford. "Our agency has been facing a fiscal crisis that has prevented us from replacing our aging bus fleet, and last year the Board directed us to seek opportunities to add electric buses to our fleet in an effort to reduce greenhouse gas emissions. Thanks to Congressman Farr's efforts, we will use the Federal assistance to address both of those challenges."

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METRO provides fixed-route and Highway 17 commuter service to Santa Cruz County, transporting about 5.5 million passenger trips a year. METRO also provides paratransit service to Santa Cruz County with its ParaCruz service, providing about 98,000 trips per year. METRO's operating budget in FY17 is \$47 million.



**DISTRIBUTED AT 8/26/16 BOARD MEETING**

PUBLIC MEETING

# Transportation commission considers 2040 plan Thursday

## Maintenance tops \$6.1B project list

By Kara Guzman  
*newsroom@santacruzsentinel.com*  
*@karambutan on Twitter*

**SCOTTS VALLEY** » Thursday, the Santa Cruz County Regional Transportation Commission will consider its list of projects over the next two decades, in which its biggest expense likely will be road maintenance.

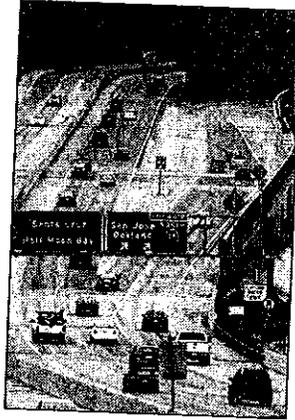
The draft 2040 Santa Cruz County Regional Transportation Plan has \$6.1 billion worth of projects, ranging from highway updates to bike lane construction and bus system operations. If approved Thursday, the 34-page list then will be prioritized, based on what's financially feasible. The final list will be approved in June 2018.

The project list was last updated in 2014, and at that time only \$2.8 billion of funding was identified. And that assumes that the half-cent sales tax measure supporting transportation passes in November, said Ginger Dykaar, transportation planner for the commission.

"(A sales tax) is something most other counties in California have to support their transportation systems," said Dykaar.

The biggest expense on the 2040 plan is road maintenance.

For example, maintaining Highways 1, 17, 9, 152 and 129 is estimated to cost \$542 million over 22 years. Road maintenance in unincorporated county is estimated at \$489 million for the same time frame, according to Karena Pushnik, the commission's senior transportation planner.



DAN COYRO — SANTA CRUZ SENTINEL FILE

Morning commuters on northbound Highway 1 head for Santa Cruz while others veer off to Highway 17 and San Jose.

### TRANSPORTATION COMMISSION MEETING

**What:** Consideration of a list of \$6.1 billion worth of projects to be completed by 2040.

**When:** 9 a.m. Thursday.

**Where:** Scotts Valley City Council Chamber, 1 Civic Center Drive, Scotts Valley.

**Details:** Visit [scrtc.org](http://scrtc.org) or call 831-460-3200.

"That's what it costs to keep what we have in good working order and safe," Pushnik said.

Each of the county's four cities listed their street maintenance costs through 2040: \$163.6 million for Santa Cruz, \$56.8 million for Watsonville, \$17.6 million for Capitola and \$14.7 million for Scotts Valley.

The county's pavement conditions are among the worst in the state, according to a 2014 report ranking the county in the bottom third.

"The more maintenance is deferred, the higher the cost goes," Pushnik said.

The 2040 project list also includes construction of the \$121 million coastal rail trail, a network of bike and pedestrian trails.

A \$283 million public rail system connecting Santa Cruz and Watsonville is also on the list, but that doesn't necessarily mean the project will be pursued, said Pushnik. It depends on the funding and support, she said.

The sales tax measure on the November ballot will not fund passenger rail operations, only an environmental review of the rail corridor.

Public comment on the project list will be factored into the commission's decisions, and already more than 225 written comments have been filed. More than 90 percent of projects listed by the public already were part of the plan, but these comments help the commission prioritize. For example, many complained about congestion on Highways 1 and 9, and that was addressed in both the 2040 plan and the sales tax measure expenditure plan, Pushnik said.

"It helps to hear from the public and get a reality check on what's important for the community," she said.

The commission will accept written comments via email to [info@scrtc.org](mailto:info@scrtc.org) until noon Wednesday. The public is also invited to attend the commission meeting on Thursday, and subscribe to the commission's email list.

**DISTRIBUTED AT 8/26/16 BOARD MEETING**

# Transportation Funding Measure Coming to November Ballot



By Zach Friend

The Regional Transportation Commission's (RTC) transportation funding measure will appear on the November ballot after securing approval from the Santa Cruz County Board of Supervisors and the cities of Capitola, Santa Cruz and Watsonville.

The RTC, on which I serve as a member, has been looking at ways to provide improved local funding for transportation needs including roads, the highway, bus and pedestrian and para-transit. With significant cuts from state and federal funding sources the RTC has been working on ways to make our county a "self-help" county.

Currently, over 80 percent of California's population live in self-help counties, which means they have a local, secure, and independent transportation funding mechanism.

This local funding can be used to leverage additional state, federal and grant funding.

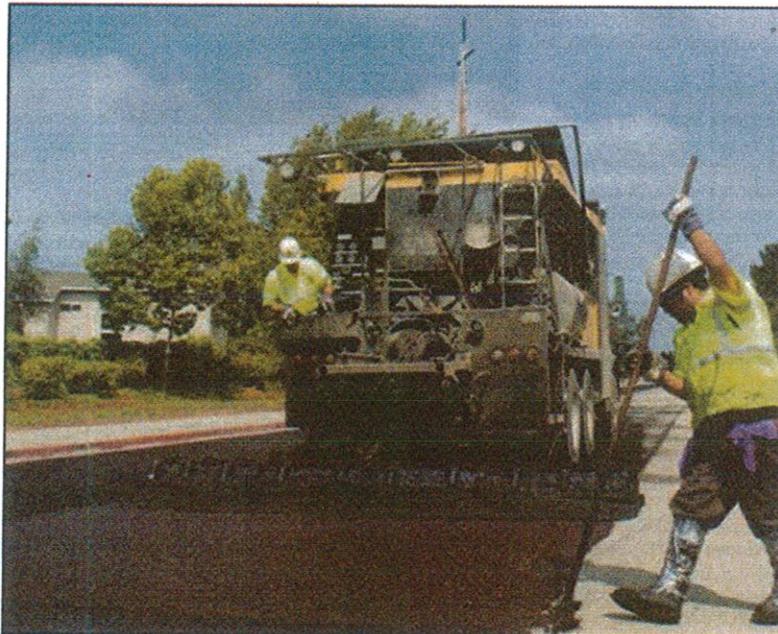


In fact, as funding has been reduced from state and federal sources it's common that the funding that's left requires a local funding match - in a sense advantaging areas with their own self-help funding mechanism. The funding proposal is for a one-half cent sales tax measure, which includes citizen oversight, independent audits, and strict financial accounting requirements.

### What does the measure contain?

The aim of the RTC measure is to include a balanced mix of projects. Projects would be geographically dispersed and focus on everything from road and highway improvements to bus, pedestrian, bike and school safety investments. The proposed projects and services would be funded just from this funding stream and most would not be possible absent a local funding mechanism.

The RTC developed the ballot measure over the last two years based on extensive public input from evening community meetings, workshops, public hearings at the



RTC meetings, surveys and more. As a result, the measure proposes the following:

**Neighborhood Projects** — The largest amount of the measure (30% ~ \$5M/yr.)\* goes toward neighborhood projects. Specifically, this element will maintain local streets and roads and fund safety improvements for children walking and biking to school. In our district we are aiming to construct new sidewalks and put a dent in the significant amount of deferred maintenance on our local roads - including pothole repair, resurfacing and more.

**Highway Corridors** — The second largest amount (25% ~ \$4.1M/yr.)\* of the measure targets Highway 1. Funding will create auxiliary lanes between 41st Ave to Soquel Dr, Bay/Porter to Park Ave, and Park Ave to State Park. In addition, two bicycle/pedestrian crossings including finishing the long-awaited crossing at Mar Vista (to help connect Seacliff to the school and Soquel). Traveler information including real-time traffic conditions and safety programs for Highway 17 are other items funded.

**Mobility Access** — One of the key funding elements of the measure

(20% ~ \$3.3M/yr.)\* is for mobility access services to help maintain senior and disabled transit service. This funding includes Santa Cruz METRO's ParaCruz service and Community Bridges Lift Line service as well as general funding for the METRO (bus) system.

**Coastal Rail Trail** — Funding to construct, operate and maintain the bike and pedestrian trail along the rail corridor (17% ~ \$2.8/yr.)\*.

**Rail Corridor** — This is the smallest portion (8% ~ \$1.3)\* of the measure and it goes toward repair and maintenance of the corridor, including drainage improvements and vegetation/graffiti/trash control as well as an environmental analysis of all possible future public transit (rail and non-rail) uses of the corridor. No new passenger rail service is funded by the measure.

This provides an overview of the November measure. As always, I'd love to hear your thoughts and answer any questions you may have. Please feel free to call me at 454-2200. ■

\*Estimates from the Regional Transportation Commission based on funding total of ~ \$16.6M/yr. from the one-half cent sales tax.

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## METRO Awarded Federal Grant

WASHINGTON — Rep. Sam Farr (D-Calif.) announced that the Santa Cruz Metropolitan Transit District (METRO) would receive \$3,810,348 from the Federal Transit Administration. The funding will be used to

purchase three zero-emission electric buses to operate on the popular Highway 17 Express routes connecting Santa Cruz and Silicon Valley. The grant also includes funding for inductive charging stations. ... continued on page 4



## Fiddler on the Roof: A Strong Tradition

Cabrillo Stage once again proved that it has one of the finest creative teams this side of Broadway and a talent pool second to none. The Creative Team deserves sincere accolades for a Broadway-quality production.

Full Story page 13

## 17th Annual Scotts Valley Art Wine & Beer Festival

The Scotts Valley Chamber of Commerce is very excited to announce some new additions to this year's Scotts Valley Art Wine & Beer Festival. As always we will have over 100 artists, delicious food, as well as award-winning wineries and microbreweries.

Full Story page 11



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Times Publishing Group, Inc.  
9601 Soquel Drive, Aptos, CA 95003

The Times Publishing Group, Inc., publishers of the Aptos Times, a bi-weekly publication, the Capitola Times and Scotts Valley Times, each printed monthly, Coastal Weddings Magazine, Coastal Home and Garden Magazine, Aptos' Fourth of July Parade Official Program Guide and Capitola's Begonia Festival Official Program Guide, is owned by Patrice Edwards. Entire contents ©2016. All rights reserved. Reproduction in any form is prohibited without the publisher's written permission.

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## Cover Story

"SC METRO" from page 1

"This grant could not have come at a better time," remarked Santa Cruz METRO CEO Alex Clifford. "Our agency has been facing a fiscal crisis that has prevented us from replacing our aging bus fleet and last year the Board directed us to seek opportunities to add electric buses to our fleet in an effort to reduce greenhouse gas emissions. Thanks to Congressman Farr's efforts, we will use the federal assistance to address both of those challenges."

"This funding is a win-win, spurring economic growth by connecting Santa Cruz and Silicon Valley while lowering our carbon footprint," said Rep. Farr. "These types of investments often pay huge dividends in the future and I'm thrilled to work with the Federal Transportation Administration to support Santa Cruz METRO."

"This award will bolster our efforts to meet two important goals—providing efficient transportation options to Santa Cruz County residents seeking high paying jobs in Silicon Valley and moving toward a zero-emissions bus fleet that will contribute to cleaner air in the Monterey Bay region," said Santa Cruz METRO Board Chair Mike Rotkin. "We are deeply grateful to Congressman Farr for



his effective advocacy on our behalf for so many years."

There were \$446 million in grant applications chasing only \$55 million in grant money. METRO's award was among the highest awards in the nation and the highest award from the U.S. Department of Transportation said, "This project was competitively selected under the FY16 competition for the Low or No Emission Bus and Bus Facilities grant program.

Replacing traditional buses with electricity-powered buses that generate low or no emissions lessens reliance on fossil fuel, reduces greenhouse gas emissions and improves operating efficiency. The selected projects represent strategic investments to help reduce air pollution, train employees in maintaining new technology buses, and connect people to jobs and services through efficient bus transit networks. The grants allow agencies to acquire buses and supporting facilities and infrastructure such as maintenance facilities and recharging equipment—including new "en-route" charging that extends battery life.

"The Santa Cruz Metropolitan Transit District (METRO) will receive funding to

purchase (three) zero-emission battery-electric buses," said Clifford, "and an inductive charging system to operate on METRO's Highway 17 Express connecting Santa Cruz residents with jobs in the high-tech industry in Silicon Valley. The buses are the first to help fulfill a local electric bus implementation strategy."

In early June 2016, Caltrans announced a grant award of \$709,292 to METRO to purchase a battery-electric (zero emissions) bus that will run as a new circulator service in downtown Watsonville. This project is funded through the State Cap and Trade Program—Low Carbon Transit Operations Program, which aims to curb climate change and emphasizes new and expanded services for disadvantaged communities. ■

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Alex Clifford



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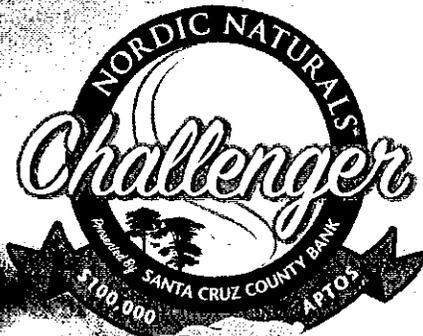
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## Santa Cruz Metro Awarded \$3.8 Million Federal Grant

SOURCE: SANTA CRUZ METRO JUL 27, 2016

The U.S. Department of Transportation has announced its Fiscal Year 2016 Low or No-Emission (Low-No) bus grant awards.

The announcement includes an award to Santa Cruz Metropolitan Transit District (Metro) in the amount of \$3.8 million, which will fund three all-electric (zero emissions) 45-foot over-the-road coaches and an in ground inductive fast electric recharging station. The new buses will be dedicated to the Highway 17 Express commuter service. The electric buses will provide more efficient service over the hill, pulling steep grades with an equivalent 480 HP, compared to the current fleet at about 280 HP.

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# Santa Cruz Sentinel

Wednesday, July 27, 2016

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## Coast Lines

WASHINGTON

### METRO awarded \$3.8M federal grant

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The funding will be used to purchase three zero-emission electric buses to operate on the popular Highway 17 Express routes connecting Santa Cruz and Silicon Valley. The grant also includes funding for charging infrastructure.

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This project is funded through the Low or No Emission Bus and Bus Facilities grant program.



## **For Immediate Release: July 26, 2016**

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According to METRO Board Chair Mike Rotkin, "This award will bolster our efforts to meet two important goals: Providing efficient transportation options to Santa Cruz County residents seeking high paying jobs in Silicon Valley and moving toward a zero-emissions bus fleet that will contribute to cleaner air in the Monterey Bay region. We are deeply grateful to Congressman Farr for his effective advocacy on our behalf for so many years."

"This grant could not have come at a better time," remarked METRO CEO Alex Clifford. "Our agency has been facing a fiscal crisis that has prevented us from replacing our aging bus fleet, and last year the Board directed us to seek opportunities to add electric buses to our fleet in an effort to reduce greenhouse gas emissions. Thanks to Congressman Farr's efforts, we will use the Federal assistance to address both of those challenges."

As usual, the FTA grant program was way-oversubscribed. There were \$446 million in grant applications chasing only \$55 million in grant money. METRO's award was among the highest awards in the nation and the highest award in California. 20 transit agencies in 13 states received awards. California alone received 5 awards.

In early June 2016, Caltrans announced a grant award of \$709,292 to METRO to purchase a battery-electric (zero emissions) bus that will run as a new circulator service in downtown Watsonville. This project is funded through the State Cap and Trade Program - Low Carbon Transit Operations Program, which aims to curb climate change and emphasizes new and expanded services for disadvantaged communities.

METRO provides fixed-route and Highway 17 commuter service to Santa Cruz County, transporting about 5.5 million passenger trips a year. METRO also provides paratransit service to Santa Cruz County with its ParaCruz service, providing about 98,000 trips per year. METRO's operating budget in FY17 is \$47 million.

Santa Cruz Metropolitan Transit District, 110 Vernon Street, Santa Cruz, CA 95060  
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**DISTRIBUTED AT 8/26/16 BOARD MEETING**

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## **Bus Rider's Association Brings Change**

by Lemon Tree([lemontreeeverypretty \[at\] riseup.net](mailto:lemontreeeverypretty@riseup.net))

*Friday Jul 8th, 2016 4:58 PM*

A statement and update from one of the members of the bus rider's association, a group that came together to fight the bus cuts. Wider thoughts and realities are brought into the picture of what is taking place locally with transportation issues.

The Santa Cruz Bus Rider's Association brought some successful defense work to protect bus riders from the "harsh cuts" that initially threatened to us riders and our bus system. These cuts started out looking like they would be a kind of a conflagration that would burn down much of our bus system, taking a lot of jobs and bus line with it. We were alarmed, naturally.

Initially the planned cuts amounted to as much as 40% of the bus routes serviced by Santa Cruz Metropolitan Transit District, or "Santa Cruz Metro". By the last meeting of the Board to hear public comment and to decide on the actual cuts that would take effect, on June 24th, 2016, the threat had been reduced down to about 15% of the bus lines. These percentages are rough figures, and not to be taken as an exact number or precise and verifiable fact.

We will return to the facts later in this article. We are many, many kinds of people wanting, needing and living together, including all kinds of animals and plants and even ostriches. That's a fact, of a sorts, albeit, of a metaphorical kind. We all want and need to go places, too. And we are working to assess the facts about these percentages, and other facts.

One of the bus drivers presented these percentages, to this author yesterday, on July 7th, in a casual conversation. The board presented other percentages at the meeting on June 24th, that will be mentioned further on in this article.

The defense of our bus routes was in many ways successful, but that success owes to the willingness of the bus drivers to accept a deferment of a 2% raise that these generous drivers voted for and which they sacrificed. The largely defensive effort by the Santa Cruz Bus Rider's Association, or "BRA", which had some success in defending against the cuts, also owes to the collective community work and participation that bus activists, students from the two local colleges, and riders from all parts of the community, including the disability rights activists, and many other persons active and who contributed and participated fully of their own accord and not in any way because the BRA had anything to do with their completely independent actions. Barrow Emerson maintains and is likely to have made incredible attempts at outreaching, and garnering successfully a large degree of public input. Thank you, Barrow, and cheers to everyone in the community who participated in any of the aspects of public comment.

Other involved groups and management personnel contributed vigorously and often financially, or by giving time and acceptance. The variety of people who made contributions or promised them, can be hard to name, it ranges from students at Cabrillo to UCSC transit authorities who are pledging to do a sizeable chunk of dough, workers, riders and community groups from Watsonville to create an at least partial dialogue that happened in the heat of the impending cuts situation, and staved off impending worse percentages of cuts from occurring. Even the management of the METRO has agreed to accept some cuts and limitations to their salaries, as we have heard them say. Therefore, the community of people, including bus riders from all situations around the county came together to address the crisis. The effort had heart. It definitely generated heat, seems to have minimized our community's losses. Now, what shall we do? To get to where we are now, let's go over more about where we have been.

The SC Bus Rider's Association was formed in about late April to early May, and worked independently, but also in close association with the bus driver's union

throughout much of the short and intense campaign to save bus routes, jobs, and address environmental concerns. The diversity of the interests/political points of view managed to create a steady stream of actions, as we came together with a focused goal to defend against the cuts, and get people out to meetings. As the short campaign went on sometimes passionate dissension and intensity within the group dynamics brought out our weaknesses.

To a large extent the activism was sparked and was a spontaneously generated uprising by the fact of the cuts being announced and the METRO board meetings occurring. There were breaks and successes of the Bus Rider's Association group, and of the communities participation.

Ultimately, it was the natural unity of the Bus Rider's Association group's collective focus that allowed us to agree on two demands. We went from there to wading through, often in smaller units of the larger group (3 people here, one over there...meeting with other folks here or there, hashing out this agreement, or contract like the one that went to vote at Cabrillo, which is still under discussion last that I hear, or that conversation, another doing research, everyone addressing various facets of the progressing situation. The Santa Cruz Bus Rider's Association sort of convulsively came apart amid pressures, and then sputtered into the 24th of June's meeting with the METRO board.

At this point, into the second week of July, our Bus Rider's group effort has died down into embers and we have gone in different directions into the cooling places of summer.

Community activists worked independently during the months of February and March of this year to get riders to take notice of the cuts being announced. Bus driver's also helped to get the word out to riders. The METRO board and management had made the announcements mainly on placards posted in the buses. These placards posted a notice to riders about the "harshness" of the cuts that were initially planned.

After seeing that many people were turning out to the board meetings, yet had no real collective voice, or organization, some of the individual activists

recognized the need. It had clearly presented itself by April. At the METRO board meetings and at one of the public comment events that were set up by Barrow Emerson, there were a plethora of people very vocally and vociferously waging their dissent and concern about the cuts being proposed, but no real group organized for the rider's to advocate from a platform of power. Some groups, such as the homeless and physically frail were not able to show up often at the meetings, this writer noticed. It became clear that a collective group of bus riders and bus advocates needed to come together, if we wanted to have a decisive effect on the matter.

We put out a limited and somewhat abrupt call for a group to form, and we got one, initially comprised of 5 people. We came together at the Bagelry for our first meeting we were there were to defend the bus lines, jobs, and further threats to our environment. Later when excellent forces like our disability organizers joined in, we realized that this was really about our survival, intense quality of life issues, and our freedom to travel by bus and public transit. This meant having the ability to travel at all for some of us.

METRO jobs that employ not only drivers but other kinds of positions like mechanic's jobs were eventually saved. A few drivers came to the bus rider's group's meetings as group participants and became active, valued contributors within the group. We were all new, at getting a Bus Rider's Association together, sometimes our fears and concerns and personal issues got the better of us. We did have success though it is limited and time-bound for just a time.

We are taking a breather, (so to speak).

Some communities were still not fully served by the Bus Rider's Association's effort, or the efforts at outreach that came from other people, and the management of METRO. These people never did get much of a voice for advocating for their needs, or much representation at all.

These communities, as I understand it, especially in the rural-most areas served by METRO, such as those in certain mountain communities in the outlier areas, especially, will find themselves out of bus transportation in September when the

cuts go into effect. Riders out there, please be informed.

Not having outreached well enough to these communities, among other communities and people that were not outreached to, enough, was one of the failures in this effort of the Santa Cruz Bus Rider's Association. We ended up not doing enough outreach in some areas and not enough on some buses and there were things that just did not get done, like organizing riders in those outlying routes. We are regretful and discouraged about this fact. The shortness of the time frame to address the bus cuts was partly to blame, however, the personal failings of one of the group members, who may just be this writer was also to blame.

This author although, only one person speaking here for only myself and not the group, wishes to apologize for this failure, and extend the hope that people in places in the County of Santa Cruz like, Davenport, Boulder Creek and other places in South County, such as those areas in outlying parts south in south county, and around and in Watsonville, among other places that may have had their bus lines cut, will look into what might become of their much needed transit service. One of the board members asked a question on the 24th. It was the only question that he asked that this writer recalls.

It was asked after laws that protect low income people were presented by the management that pertain to the rights of certain groups, such as low-income groups. These laws protect these groups from cuts to their bus lines. These laws, called, generally, Title Vi, of an amendment of the Civil Rights Act require that the cuts to transportation (that receive federal funding), not affect certain groups in a disproportional way or in a way that may be prejudicial in the sense of being disproportionately having an effect against any specific group. An assertion had been by this author, and was posed to the presenters from METRO on this point of Title Vi asserting that she had some knowledge that indicated that some of the people who lived out in these outlying areas, may not have heard enough or anything about the cuts. This board member asked the presenter on Title Vi, as to whether the METRO board could potentially be sued for matters that would fall under Title Vi. This board member was concerned and was reassured, it appeared by the presenters answer that the METRO board would not be liable to be sued,

successfully under this provision of the Civil Rights Act of 1964 which protects and covers people who were formerly served by bus routes before the cuts, and who will lose their bus service.

This is an amateur assessment and summary by this writer, and I include it here as a point that should be checked out further by us bus advocates, and be noticed by people who may be deprived disproportionately of bus service when the cuts are actually implemented. We hope not.

The facts are that the METRO claimed on the 24th of June to have reduced the amount of total service that was going to be cut down to 10 or 11% from an initial planned set of cuts that would have amounted to anywhere between 25% to 33 or 35%. So, there are so more facts that we here stated.

At very least, we will need to examine what happens when the cuts are implemented in September, and to prepare for these changes. Alex Clifford has requested that people come to him with any questions that we and anyone may have. Hopefully these statements will be followed up by actual availability and visits allowed by him. We are therefore, encouraged and not too wary.

The "BRA" group formed very quickly and under pressure of a fast pace that the CEO and the Board set for public comments and decisions pertaining to the impending cuts. This bus rider's group that ultimately formed, this author thinks, was a fiercely defensive effort with a focused core group that came together in crisis, took actions quickly in order to meet the demands we were under, and may have been short lived. We will have to see.

We were committed, somewhat small but numerous enough to mount an effort that had representation in Watsonville, up into the mountains and at Cabrillo College, had environmentalist representation, and diversity of class backgrounds, and ages -to an extent, as well as participation by disability rights activists, at least one indigenous person, one professor who is writing his dissertation, students, and also at least one bicycle rider who took and takes the bus, and other kinds of intersectionalities. The wider community that we hoped, aspired and attempted to represent, numbers in the tens of thousands, and we regret

that we were not better at reaching out and including them.

We really did only have a few weeks, and to be exact, about 5 or 6 from the first really inclusive meeting of any kind which happened on the 18th of May.

At that first larger meeting outside of the initial group that had come together, about 12 to 15 people showed up, at the Loudon Nelson Community Center that evening. Most people stayed for various lengths of time, and at the end of the meeting, we set the date for the next meeting and we were off to wage the first Santa Cruz Bus Rider's Campaign alongside the Bus Driver's and other groups in the community, like Bus Rider's by Choice, Campaign for Sensible Transportation and others.

There did exist though a much larger number of people, who did not come to our meetings, who came to some of our events, followed our actions, and did what they could to support our effort. Some of these "intersectionalities" as the UCSC intellectuals like to call all of us coming together were trees, plants, animals and insects, including sea life and scientists. Getting us to agreement about our demands and to form conclusions based on research and about other matters was a little bit like the proverbial herding of cats.

The situation that is now somewhat at a lull point, gives us a little bit of summertime to pause. But the possible danger is that the pause could allow for the fire and the threat to start up again. I believe it is time for Santa Cruz people in general, car drivers as well as committed mall shoppers, as walkers and bus riders, public transit enthusiasts, all of us, to really wake up to the reality of the fact that our current economic system, and not just greenhouse gasses, is killing us, slowly and imperceptibly, possibly, but killing us all the same. We all need more practice, especially this author, of getting out of our own way by recognizing the other in us, and undoing our classism, specifically with the intersectional realities of racism, and not excluding other-isms, like gendered forms of prejudice and other xenophobic realities that are facts. We do need to quicken our collective pace and address our lack of experience, and intensify our education and abilities so that we are able to work collectively and more inclusively. We all need and I do mean myself here, more practice at this,

inclusivity, and what that which we, individually, are not more practiced and accomplished at.

The threat of the cuts was a kind of strong indicator of even greater threats that I understand are impending to our lives. What was great about the Santa Cruz Bus Rider's Association which faced huge obstacles and fierce time constraints, was that we did come together and for a short time we worked together under duress. With the UTU, local 23, the Campaign for Sensible Transportation, and many other groups and talented, willing people in our wider community, like the Brown Berets and other union people in Watsonville, Live Oak, and many, many places, including homeless people like a certain Pastor who attempted to get to the ceremony that christened the new Transit building, all doing what we could, we put out the conflagration, we had a really beneficial result. Now, are we able to learn from what happened, such as the mistakes that this author made (always making so many errors), and learn and forgive and move truly forward? We need to do this, and we have a tax measure now that will go to the ballot, that we will need to fully dialogue about as we never have before, and consider how it will impact us, and what are our options? Certain embers are still burning.

The METRO accountants and financial managers have unsettling concerns about the "uninked" deals we have struck, such as the potential funding agreement of the UC bus lines. The questions of lack of funding and the numbers, the percentages of the cuts are only one type of number, that we only sort of know about, we feel and think. Alex Clifford and the Board were more explicative and transparent and helpful than ever in the last weeks and at the last METRO meeting of June 24th. Still, our hopes are still big, our fears are still smoking as well as some of our anger. We need to form action groups to meet our changing needs in the community. First we need more dialogue.

The threats to our lives, and our communities exist and our need to build resilience persists. We are somewhat informed, but we are failing to really more fully understand what many communities, already know, because their villages and livelihoods are already underwater. One of many of these subsistence communities is a indigenous fishing community, the Kivalina, of Alaska.

One of their tribal leaders, a woman- came to UCSC to speak about climate change not too long ago. She spoke and showed us slides of her community which is completely out of a home, displaced by melting ice. They are no longer able to fish on the thick ice that they used to and from which they did procure their livelihood. Now these wonderful people must move again (the government already moved them once before- an ordeal they bore with incredible dignity and resilience.

How long are we going to ignore the change that is coming to Santa Cruz and that we are driving by driving this outdated economic system of large scale movement of goods over tremendous distances so we can have "cheap" products that cost in lives, so much life? How long are we going to let the few with status and wealth, or even the very few with immense interests in the oil economy and related industry's set the pace? These people are our friends, yet we all need to identify the ostriches who are confronting change by sticking their head and necks into the ground. We need to make sure that we are helping each other really solve our problems and not simply leaving the denial to the ostriches. Some of us who are extremely annoying activists hope that you will not give up on me or the ostriches amongst us. Sometimes we really do need to drag each other along kicking and screaming.

What kind of transportation system do we want to strive to create? How can we think about and imagine this while we attempt to grasp how to change our economic systems of exchange and livelihood to be sustainable and truly, absolutely inclusive? What kind of housing and where shall we build it that meets our actual demands for the present and future and is not only limited to family-style from the sixties and earlier or slightly later, but still from a model that is outdated, and are we going to think about transportation that is walking, bicycling and alternatively focused, that intersects and encircles our living places?

In other words, how can we include rich people, and the others who are engaged in thinking like rich people who make a good deal of money or status, in an other-people's movement? La Otra Campana was a movement that I loved the name of, for each of us, the other is always, the "other". The METRO Board and it seems that even Alex Clifford and Barrow Emerson, and other management

personnel, came together with the community and listened and responded with true concern and assistance. What role, if any (?), shall a Bus Rider's Association play in the overall Santa Cruz-Watsonville County- area, which includes several other cities and many diverse communities? As a group that was united in the crisis, there were political and experiential differences that various members of the Santa Cruz Bus Rider's Group brought to the table along with ourselves at our meetings. We have decided to take a pause and we need to reconsider, as all of us must do.

What we are going to do together about our transportation pathways and options? How do we adjust our transportation methods and options to ways of living sustainably together as we address mitigation for climate change realities. How can we enable each other to understand and come to terms with adaption?

Adaption and resilience to new modes of life, inclusiveness, resistance, and even a refusal to change, these realities dictate a need to create change of our economic structures and structures of decision making in a manner that first of all happens, that is that actually occurs. Secondly, all of us in our total community, visitors, too, homeless, too, even the rich must be included, that is, EVERYONE. That is the reason that I am grateful for Barrow Emerson, the METRO management and Alex Clifford for accepting cuts to their salaries, too. Thank you, Everyone, for all you did.

Transportation is a critical and central component in all of these considerations, and most centrally, it does or does not connect to our disparate and extremely diverse lifestyles. We humans are developing into a phenomenally diverse body of homo-sapiens trans-everyway, scooter, skate-boarders, rider-cyclists are just the beginnings. We have boats and trains and so many ways, let's do this!

These differences allowed us, in the BRA group and will allow us to bring together a multiplicity of points of view, of needs, of dispositions that reflected our variety of persons. Riders in Santa Cruz are exactly that: a hugely diverse group. One of our group members framed the "crisis" as austerity measures that are being pressed down upon the working people and those of low-income to make the sacrifices that essentially serve the management and the more wealthy interests.

These kinds of frames of perception may help us to see more clearly, like a pair of glasses into a picture that is difficult to see clearly because we are not privy to the entire picture, any one of us.

Let's get down to do more dialogue. At one of the only meetings between METRO management and the Santa Cruz Bus Rider's Association group, Mike Rotkin agreed, and Alex a little less easily, and he did seem agreeable, though to meet with the public and not have a METRO agenda of legal-type presentations and that kind of meeting with us. At this kind of meeting, we could almost certainly get a lot more dialogue happening between members of the public, various groups and a great variety of individuals. Even many other groups outside the bus driver's union may be able to ask management questions and increase conversational interactions with the management and METRO board, groups other than those groups who have already had lots of meetings with Alex already, such as the bus driver's union UTU, local 23. Thanks go to Eduardo Montesino who earned his hard won success, by way of an apparently tough, thoughtful and sustained effort, and who had many meetings with Mr. Alex Clifford, and other consultants to get to where the driver's union agreed with management's efforts to save METRO from the financial deficit that we are all, according to those who work and represent us, in.

This brings us back to a situation about facts. We need, we are told, and I am also talking about certain kinds of facts or realities, to pay attention to the facts. We can not always know all the facts, we end up having to take each other's word for it, and trust each other. Or we end up sometimes having to hear from obnoxious-seeming activists or people that we would rather not hear from, or see, or interface with, however, this is the fact of community, we are all here stuck together. We need to get better at coming together, staying together and really dialoging, meeting, hanging out together and even, changing our ways. This author wants your help, asked for your help, and got it.

I need to change. Now, this author wants to ask for your forgiveness, your increased interest and even asks of the ostriches, How is the sand? Hopefully, unlike the ice, it is still there, is it? How's that going for you? We are having a vegan and meat laden barbecue, all over the City of Santa Cruz, at the San

Lorenzo river, and down at the beach, all along Pacific Avenue and in Watsonville, and everyone including ostriches are invited, and we are all coming together. Everything is free out of donated contribution, we would like for you to come and eat together, share the warmth and pass the pipe. Want to get your head out of the sand for that, or if you are looking for grub in the sand and that is why you are sticking your head into it, would you please bring it to our meal to share?

Let's eat and talk and disagree and agree more together, please.

Thanks to everyone in the community who came together.

Lemon Tree

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**Gina Pye**

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**From:** Regional Transportation Commission [info@sccrtc.org]  
**Sent:** Thursday, June 30, 2016 9:03 AM  
**To:** Interested Parties  
**Subject:** RTC: Transportation Ballot Measure Approved by Cities & County

Santa Cruz County Regional Transportation Commission

1523 Pacific Avenue, Santa Cruz, CA 95060

phone 831.460.3200 | fax 831.460-3215

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**FOR IMMEDIATE RELEASE: June 29, 2016**

**Contacts:** George Dondero, Executive Director  
Karena Pushnik, RTC Public Information Coordinator/Senior Planner ([kpushnik\[at\]sccrtc.org](mailto:kpushnik[at]sccrtc.org))  
Santa Cruz County Regional Transportation Commission

## **NOVEMBER TRANSPORTATION BALLOT MEASURE APPROVED BY CITIES & COUNTY**

SANTA CRUZ – June 29, 2016 – The Regional Transportation Commission's "Safety, Pothole Repair, Traffic Relief, Transit Improvement Measure" will appear on the November 8, 2016 ballot after securing approval from the Santa Cruz County Board of Supervisors and the cities of Capitola, Santa Cruz and Watsonville.

The measure includes a balanced mix of projects across transportation modes and geographic areas of Santa Cruz County, many of which are needed improvements to the local transportation network that will not happen without new local funding. The Regional Transportation Commission (RTC) developed the ballot measure over the last two years based on extensive public input and support.

Projects in the plan will improve safety for children walking and bicycling near schools; repair potholes; repave streets; improve traffic flow on Highway 1; maintain transportation for seniors and people with disabilities; reduce global warming and air pollution by providing transportation options like sidewalks, bike lanes, and trails; preserve and analyze transit options in the rail corridor; and deliver other projects to meet the mobility needs of current and future generations. If approved by the voters in November, the half-cent sales tax measure would also reduce reliance on Sacramento and Washington for transportation funding, create local jobs and stimulate local economic vitality.

Based on vast and broad community input, the 2016 Transportation Improvement Measure boosts transit funding, especially for seniors and people with disabilities, and pares down projects in the rail corridor to only include property management/maintenance and a transparent public analysis of future transportation uses of the corridor.

The one-half cent sales tax measure includes citizen oversight, independent audits, and strict financial accounting requirements. With the state's ¼ cent sales tax increase expiring at the end of the year, the measure would effectively only increase sales taxes by ¼ cent over current levels.

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Supervisor Zach Friend noted that the measure represents a holistic transportation plan to meet the varied needs of the community; Supervisor John Leopold confirmed that the measure reflects public input, Supervisor Ryan Coonerty stated that the success of the measure will now be decided by the voters, and Supervisor Bruce McPherson reiterated the need to become a transportation “self help” county in order to receive matching dollars from federal and state transportation funds.

More information about projects in the expenditure plan, and ordinance for the ballot measure is available on the RTC website: [www.sccrtc.org/move](http://www.sccrtc.org/move).

### **Summary of Key Benefits:**

- Safety for kids near schools: New funding for safe school-route bike and walk projects
- Local street repair: Repairing potholes and maintaining/repaving local streets and roads countywide, improved neighborhood safety for cyclists and pedestrians
- Maintain transit and paratransit services for seniors, veterans and residents with disabilities
- Improvements to Highways 1, 9 and 17:
  - Highway 1: Improve traffic flow for employees (especially from Aptos and Watsonville), businesses, transit buses and first responders through the addition of auxiliary lanes
  - Highway 17: Funding the Safe-on-17 Freeway Service Patrol and protection for motorists and wildlife by building a wildlife undercrossing at Laurel Curve
  - Highway 9: Safety improvements in the San Lorenzo Valley, especially near schools
- Monterey Bay Sanctuary Scenic Trail: Continued expansion of the Coastal Rail Trail for cyclists and pedestrians along the rail corridor in Watsonville, Santa Cruz and Capitola, and connecting to Monterey County
- Investigation of future transit options in the rail corridor: Conduct a transparent public process to analyze options to meet future mobility needs; the plan does not include funding for any new commuter or visitor rail service.
- New bridges for cyclists and pedestrians: Cyclist- and pedestrian-only bridges to be built over Highway 1 at Chanticleer St. and Mar Vista Dr

###

***About the Santa Cruz County Regional Transportation Commission:** The Santa Cruz County Regional Transportation Commission (RTC) is responsible for delivering a full range of safe, convenient, reliable, and efficient transportation choices for the community. With a focus on long-term sustainability, the RTC plans, funds, and implements transportation projects and services to meet the needs of all in the county.*

# Santa Cruz Sentinel

Friday, July 1, 2016 \$1.50 FACEBOOK.COM/SCSENTINEL TWITTER.COM/SCSENTINEL

santa



**Christine Mary Jones**  
May 1, 1952 - June 24, 2016  
Resident of Watsonville

Christine Jones passed away suddenly at Dominican Hospital on June 24, 2016. She was 64. Christine was born in New Jersey on May 1, 1952, the daughter of James T. Osborn and Mary Clair Osborn. She grew up in Venice Park, New Jersey where she attended St. Nicholas Grammer School and Holy Spirit High School.

Chris moved to California in the early 1980's and has worked for the Santa Cruz Metropolitan Transit District for the past 22 years. Chris loved her job and all of her work family.

She enjoyed trips to Yosemite and spending time with her family. She loved taking photos of nature and had a great eye for the perfect shot.

Chris is survived by her husband of 21 years, Terry Yancy; her daughter, Kristie Jones; her son, James Jones; five grandchildren, Matthew Hendrix, Christopher Hendrix, Tanner Jones, MaryMay Schartow and Mahlia Jones. She is also survived by her great grandson, Zion Hendrix. She was preceded in death by her father James T. Osborn in 1983, her mother Mary Clair Osborn in 2005 and her brother, James T. Osborn in 1994.

Services will be held on July 10, 2016 at Benito & Azzaro Pacific Gardens Chapel, 1050 Cayuga St., Santa Cruz, CA beginning at 11:00 am. A reception will follow at Harvey West Park in Santa Cruz. To express your condolences or share a remembrance with Christine's family please visit [www.pacificgardenschapel.com](http://www.pacificgardenschapel.com).

  
Pacific Gardens Chapel  
(831) 423-5721 • FD799  
[www.pacificgardenschapel.com](http://www.pacificgardenschapel.com)

DISTRIBUTED AT 8/26/16 BOARD MEETING

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## M E M O R A N D U M

**Date:** June 27, 2016

**To:** All METRO Employees

**From:** **Ciro Aguirre, Chief Operations Officer**   
**Anna Marie Gouveia, Fixed Route Superintendent** 

**Subject:** Transit Supervisor, Christine Jones

I regret to inform that Mrs. Christine Jones, Transit Supervisor S-42, died on June 24, 2016.

Chris , was known by all at Operations and by most in the other METRO departments. Chris was hired at METRO in November, 1994 as a Vehicle Service Worker. In April, 1996 she was promoted to Bus Operator then Transit Supervisor in July, 2004. She predominantly worked the swing shift as a Field Supervisor and Dispatcher.

Originally from New Jersey, she maintained her East Coast wit, good humor and love of the *Phillys* and the *Eagles*. She always provided exemplary service to the employees and public, and a tremendous sense of dedication to METRO.

My last memory of Chris was her big smile, strong voice, and the East Coast taffy she would bring back for all of us whenever she visited.

Chris was always ready to participate, listen, and take control of situations, Chris was a foundation for the organizations we know as METRO.

Chris is survived by her Husband Terry, Son Jimmy, Daughter Kristie, Granddaughters Mary-May & Malea and Grandson Christopher.

Please join me in wishing Chris's family our heartfelt condolences to such a tragic loss, we will miss her.

Funeral Services to be announced.

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# Santa Cruz Sentinel

santacruz

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SANTACRUZSENTINEL.COM LOCAL NEWS 3

THURSDAY, JUNE 30, 2016

## ELECTION 2016

# Voters will decide in November on sales tax

**Sentinel staff report**  
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**SANTA CRUZ** » Santa Cruz County voters will decide in November on a half-cent sales tax that would fund local transportation improvements.

Approval by the Santa Cruz County Board of Supervisors on Wednesday was the last step in a two-year process to place the measure on the ballot. In the past two weeks, the city councils of Santa Cruz, Watsonville and Capitola also have approved the measure.

If approved by two-thirds of voters, the half-cent sales tax would be effective in 2017, and expire in 30 years. It would increase sales taxes by a quarter-cent over current levels, since another sales tax expires in December.

Titled the "Safety, Pothole Repair, Traffic Relief, Transit Improvement Measure," it is expected to raise \$500 million.

The funds would be divided as follows: 30 percent to neighborhood projects such as local road repair, 25 percent to Highway 1 improvements, 20 percent to transit for seniors and disabled people, 17 percent

to the coastal rail trail and 8 percent to railroad maintenance and an analysis of rail as a transit option.

The measure includes citizen oversight and independent audits.

Santa Cruz County is one of around a dozen counties in the state pursuing local transportation measures to state and federal funding deficiencies. If passed, the sales tax would reduce reliance on Sacramento and Washington for transportation funding, according to staff of the Santa Cruz County Regional Transportation Commission, the agency spearheading the political effort.

Santa Cruz County is part of the 15 percent of state counties that do not have a sales tax supporting local transportation, according to George Dondero, the RTC's executive director.

"Eighty-five percent of California counties have already done this and that's why their transportation networks are a little more robust," Dondero said. "It's time for us to join the club."

Not only would the sales tax allow more local control over projects, it also would allow access to federal and state grants that require matching funds, he said.

In 2004, county voters re-

## SAFETY, POTHOLE REPAIR, TRAFFIC RELIEF, TRANSIT IMPROVEMENT MEASURE

**What:** A half-cent, 30-year sales tax supporting local transportation improvements.

**Projects funded:** Safe routes to schools, pothole and street repair, transit for seniors and disabled people, auxiliary lanes connecting exits on Highway 1, a Highway 17 service patrol and Highway 17 wildlife crossing, coastal rail trail expansion, an analysis of future railroad use and new bridges over Highway 1 for cyclists and pedestrians. The tax would not fund any new rail operations.

**Details:** Visit [scrtc.org](http://scrtc.org).

jected a different transportation-related sales tax measure, which was less balanced and focused more on Highway 1, Dondero said. "This is really a golden opportunity for this county to improve our quality of life."

Santa Cruz Sentinel (<http://www.santacruzsentinel.com>)

## **Santa Cruz County voters will decide sales tax in November**

### **Supervisors approve transportation measure**

*By Sentinel staff report, [newsroom@santacruzsentinel.com](mailto:newsroom@santacruzsentinel.com), @scsentinel on Twitter*

Wednesday, June 29, 2016

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In 2004, county voters rejected a different transportation-related sales tax measure, which was less balanced and focused more on Highway 1, Dondero said.

"This county's taken a look at this before but we've never had such a coalition of broad support both

within the community as well as politically," he said. "This is really a golden opportunity for this county to improve our quality of life."

#### Safety, Pothole Repair, Traffic Relief, Transit Improvement Measure

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Projects funded: Safe routes to schools, pothole and street repair, transit for seniors and disabled people, auxiliary lanes connecting exits on Highway 1, a Highway 17 service patrol and Highway 17 wildlife crossing, coastal rail trail expansion, an analysis of future railroad use and new bridges over Highway 1 for cyclists and pedestrians. The tax would not fund any new rail operations.

Details: Visit [seccr.org](http://seccr.org).

URI: <http://www.santacruzsentinel.com/government-and-politics/20160629/santa-cruz-county-voters-will-decide-sales-tax-in-november>

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# Solving the Student Commuting Crisis

By Spencer Linford on June 28, 2016

Student commuting, it's a huge part of the college experience, but it's often overlooked by college staff, city planners, and incoming students—an afterthought, rather than a priority. Any current student who lives decently far away from their campus knows the struggle of getting to class early in the morning. There is nothing more frustrating than taking the necessary measures to ensure that you are on time to your bus, only to be driven past by a full metro bus with nothing more than a shrug from the bus driver for consolation. This sad scene has become an increasingly common problem for commuting students in general and for UC Santa Cruz commuters in particular.

While UC Santa Cruz has one of the most beautiful campuses in all of California, its unique location makes it difficult to access, especially for students who live more than a few miles away from the university. Streamlining student commuting has always been a priority for The Santa Cruz Metro Transit District (SCMTD) and UCSC's Transportation and Parking Services (TAPS) department, but recent budget cuts and increased numbers of students have compromised efforts to provide fast and reliable public transportation to college students. While cutting public transportation is a huge issue for local politics, it shouldn't affect university students commuting... right?

Not necessarily.

Strangely enough, UCSC students are one of the demographics most affected by the SCMTD budget cuts. Less money means fewer buses, which means less room for students who are already struggling to get to class. Compounding this stress on student commuting is UCSC's move to accept more students for the upcoming academic year. While the current number of students at UCSC may have been able to adapt to fewer bus routes, it is unlikely that an even larger student body will be making it to class on time with fewer buses.

So, what's a student to do? You could buy a car, but on a strict lentils-only diet, maybe a car isn't the most economically viable solution. You could take Uber to class everyday (cheaper than owning a car), but it's a tad excessive. If a car isn't in your budget and Uber is too eccentric for your taste, maybe its time to fix up your old bike from home.

Biking is perhaps one of the easiest solutions to the problem of reduced public transportation for college students. It may seem daunting at first, but in reality, biking to campus is far easier (and often faster) than dealing with crowded metros. Biking is, of course, not a perfect substitute for responsible city and university planning, but it's close.

Not only is a bike a more reliable student commuting option than the metro, but cycling regularly is guaranteed to deliver some pleasant surprises. A recent study by McMaster University found that college students exercise (on average) less frequently than when they were in high school. This

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makes sense. It's hard enough to juggle school, work, and a social life, let alone a regular exercise schedule. So, why not kill two birds with one stone and exercise while you arrive punctually to that 10 a.m. lab?

Getting started biking couldn't be easier, especially in California. Municipalities across the Golden State are implementing new programs to increase the efficacy and safety of bike routes. Here in Santa Cruz, there are a variety of organizations including The Bike Church and The California Bike Coalition that help people get out and start riding in a matter of hours. Even UCSC offers a bike shuttle service which runs circles around the local metro and helps bicyclists navigate the steep hills of Santa Cruz.

But it's not all about getting from point A to point B. While increased cycling initiatives are a prospective solution to the student commuting crisis, they also offer students the chance to experience the beauty of the city of Santa Cruz from a completely different vantage point than a metro commuter. "I wouldn't trade my commute to and from campus for anything," said third-year biology major Amin Cressman. "You wouldn't think it, but there is actually a lot of beautiful scenery that you miss when you drive to campus."

Even if you go to a college that doesn't seem biker-friendly, ask your transportation department about the options available to you. Most college communities have some sort of bike co-op which would be more than happy to set you up with your own bike and get you out there riding.

**By Spencer Linford**

Uloop Writer

UC Santa Cruz

# Santa Cruz Sentinel

Wednesday, June 29, 2016

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Santa Cruz

WATSONVILLE  
CITY COUNCIL

WEDNESDAY, JUNE 29, 2016

## City backs measure for transportation improvements

Coalition successfully lobbies  
for utility tax exemption

By Ryan Masters

[rmasters@santacruzsentinel.com](mailto:rmasters@santacruzsentinel.com)  
[@ryanmasters831 on Twitter](https://twitter.com/ryanmasters831)

**WATSONVILLE** » The Watsonville City Council voted 7-0 to approve a resolution endorsing a proposed 30-year half cent sales tax measure that would raise an estimated \$500 million to local transportation improvements, including widening Highway 1.

The Santa Cruz County Regional Transportation Commission approved the sales tax June 16. The Santa Cruz County Board of Supervisors will decide whether to add the measure to the November ballot at its meeting Wednesday.

City Councilman Jimmy Dutra, who is also a member of the Santa Cruz County Regional Transportation Commission, provided a passionate pitch to approve the resolution, citing its benefits to South County residents.

In particular, he addressed plans to widen Highway 1, which he called imperative to South County residents working in Santa Cruz.

"I'm tired of sitting in traffic for an hour to go 15 miles," Dutra said.

The estimated \$500 million would be divided as follows: 30

COUNCIL » PAGE 3

## Council

FROM PAGE 2

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The project has not been without controversy for South County residents, however.

The commission cut a proposed \$10 million Pajaro train station that would have connected fu-

ture Monterey Bay rail service to Bay Area transit and other parts of the state. The funds were reallocated to transit for seniors and disabled.

In other news: Rhea DeHart of the Pajaro Valley Senior Coalition successfully lobbied the City Council for an amendment to a utility tax proposed for the November ballot. The City Council voted 7-0 to provide an exemption for disabled Watsonville residents and those 65 and older.

Earlier in the evening, the City Council unanimously approved ballot language regarding the use of tax proceeds generated by the medical cannabis mea-

sure if it passes in November.

In short, the ballot will ask if the voters support whether or not: 20 percent of the tax proceeds are used to pay for law enforcement and crime prevention services; 15 percent for fire services; 20 percent for community development; 25 percent for parks and community services; 8 percent for libraries; and 12 percent for nonprofit social and community services.

Members of the public expressed concern that the ballot language did not specifically address substance abuse prevention and education. City Attorney Alan Smith said the

language of the taxation ballot question was closely modeled on that used by the city of Santa Cruz.

"We don't want to stray too far from the mother ship," Smith said.

Finally, Bill Hansen, chairman of the Measure G Committee, provided the committee's annual report. While he generally provided a positive review of Measure G spending and its benefits to the city's police and fire departments, he also warned the City Council that Measure G is scheduled to sunset in another five years and considerations for replacing the \$3 million it generates needed to be made.

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Santa Cruz Sentinel (<http://www.santacruzsentinel.com>)

## **Watsonville endorses sales tax measure for transportation improvements**

### **Senior coalition successfully lobbies for Watsonville utility tax exemption**

*By Ryan Masters, Santa Cruz Sentinel*

Tuesday, June 28, 2016

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URL: <http://www.santacruzsentinel.com/general-news/20160628/watsonville-endorses-sales-tax-measure-for-transportation-improvements>

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# Santa Cruz Sentinel

Saturday, June 25, 2016 \$1.50 FACEBOOK.COM/SCSENTINEL TWITTER.COM/SCSENTINEL

Santa Cruz

## TRANSPORTATION

### SC Metro quashes layoffs in new budget

By Jessica A. York

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@ReporterJess on Twitter

**SANTA CRUZ** » A freshly negotiated contract with Santa Cruz Metro's bus drivers, management givebacks and a gamble on November's pending transportation sales tax ballot measure allowed officials on Friday morning to prevent seven employee layoffs.

After several years of spending down some of the \$25 million of the bus district's reserves to cover major budgetary deficits, Metro was due to deplete its reserves and face a multimillion-dollar deficit in the coming year, without significant employee layoffs, operational adjustments and bus route eliminations.

The latest Metro two-year budget approved Friday, at about \$46.7 and \$48 million for 2017 and 2018, preserves its remaining 146 full-time equivalent employees' jobs for at least one more year. The district was able to save money through six unfilled positions and as many as 11 pending employee buyouts, but bus riders will continue to feel the crunch in service levels.

METRO » PAGE 5

## Metro

FROM PAGE 1

Bus Riders Association member Elise Casby commended Metro's work to reduce route cutbacks and driver layoffs, saying she had occasionally been "strident" at past meetings in defense of her cause. She said she would personally be unable to support November's Santa Cruz County Regional Transportation Commission's half-cent sales tax measure, which would provide Metro with an estimated \$2.4 million in new revenue. Casby cited the fellow Highway 1 widening plan, also to be funded by the new tax. Instead, said Casby, the RTC should put more cash toward Metro.

Eduardo Montesino, head of Metro driver union United Transportation Union Local 23, said the next step will be to get behind November's tax, worth an estimated overall \$500 million for 30 years. The union, along with management employees, took last-minute contract concessions for the second consecutive year, saving \$266,620, the equivalent of three full-time jobs.

"I want to encourage all

## SERVICE IMPACTS

- **Service reduction:** 10 percent, versus projected 25-30 percent.
- **Employee layoffs:** 0 now, 4 in June 2017 without new revenue or natural attrition.
- **Reserve spending:** up to \$395,000.
- **Sales tax:** Approval would bring up to a new \$2.4 million in June 2017.
- **Mitigating factors:** UCSC and Cabrillo, employee concessions, vacant positions.
- **Gamble:** \$2.4 million projected from Regional Transportation Commission sales tax measure on November ballot.
- **Route cut detail:** [documentcloud.org/documents/2902763-Bus-Route-Changes.html](http://documentcloud.org/documents/2902763-Bus-Route-Changes.html). Source: Santa Cruz Metro.

of those people to not use us as a wedge or a dividing factor for the community," Montesino said. "If you support us, support us all the way. If you support Metro routes and service, be an advocate for the sales tax, because that's one critical point. If we miss this opportunity, there will not be another one for years."

Both Cabrillo College and

UC Santa Cruz also stepped forward to provide \$1.54 million in additional funding to maintain their bus routes.

The final restructured service plan approved Friday calls for a 10 percent reduction in service, rather than early calls to save \$5 million with a 25 to 30 percent service reduction. Some serious cuts will take place, however, leaving areas without alternative public transportation options. Metro will discontinue routes to Highway 1 north of Davenport, previously served by Route 42; prior extensions of Route 35 past Boulder Creek; Graham Hill Road; portions of Scotts Valley; LaSelva Beach; and Corralitos. Other route cuts and reductions have alternative transportation options, officials said.

This year's overall budget is down from last year's \$49.6 million operating budget, and from the early 2017 budget plan that called for spending \$51.4 million.

To maintain the final four unfunded bus driver positions and avoid layoffs this year, the district will dip into its dwindling reserves, with officials' hope that voters approve the tax measure.



## NEWS BRIEFS

June 22, 2016

### PAVING FORWARD

The day after approving a sales tax measure, the **Regional Transportation Commission** (RTC) got word that its recent mailer definitely did not violate any state election rules.

A complaint filed this month by the state's **Fair and Political Practices Commission** (FPPC), alleged that the RTC had improperly promoted an upcoming sales tax measure by letting county residents know about transportation woes, as *GT* reported last week. But the FPPC responded last week to the report, which was submitted by anti-highway

activist **Rick Longinotti**, saying that the mailer was not campaign-related because it did not advocate for a ballot measure—or even identify one.

The RTC Commission finally gave the much-discussed measure its blessing on a 9-2 vote on Thursday, June 16, with **Randy Johnson** and **Greg Caput**—two of the more conservative commissioners—dissenting. Johnson, a **Scotts Valley** city councilmember, complained about the railroad allocation of the measure, and Caput, a county supervisor, criticized cash slated for highway widening, and went into a lecture about taxes.

The \$500-million tax measure would need two-thirds voter approval come

November. Thirty percent of the 30-year tax would go to neighborhood improvements and local roads, and 25 percent to **Highway 1** merge lanes from **Santa Cruz to Park Avenue**.

The commission has tinkered with some details of the measure, adding more dollars at the 11th hour for transportation for the elderly and disabled, as well as taking a few dollars away from rail corridor improvements. Commissioners promised 20 percent of the money for buses and **Paratransit**, 17 percent to the coastal rail trail and 8 percent to railroad maintenance and analysis.

**Bike Santa Cruz County's**

steering committee voted that same day to support the measure and will work on a letter to address some members' conflicted feelings about it, in light of the projected increase in greenhouse gas emissions from highway improvements.

The **Campaign for Sensible Transportation**, which has been generally critical of the plan, met on Monday night to draft long lists of possible reasons to support, oppose, or stay neutral on the measure. Perhaps, some activists suggested, it might be nice for a group of ardent environmentalists to support something for a change.  
**JACOB PIERCE**

<http://goodtimes.sc/santa-cruz-news/rtc-approves-ballot-tax-measure/>



## RTC Approves Ballot Tax Measure

Transportation proposal clears hurdles and wins coveted endorsement

By Jacob Pierce

June 21, 2016

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**TAKING A STRAND**

Kids with cancer may be better off if they live in California, attendees of the Kids Cancer Summit at Seymour Marine Discovery Center learned last week. UCSC's **Treasure Chest Childhood Cancer Initiative** (TCCI), a program of the **Genomics Institute**, furthers research for pediatric cancer locally, with a goal to scale the project globally.

"Make no mistake, Cancer is a genetic disease. It's caused by changes in DNA," said **David Haussler**, scientific director of the Genomics Institute, explaining that adult cancer is more influenced by lifestyle and environmental factors, but when it comes to childhood cancer, random mutations are the primary cause.

TCCI lead researcher **Olena Monozova** said treatment options for pediatric cancer are limited because pharmaceutical companies focus on adult cancers, where there are more cases.

At the genetic level, types of cancers once considered different are actually similar, new research is showing. This may explain why patients with the same type of cancer often don't respond to similar

treatment. The cancers are different at the DNA level.

TCCI began **California Kids Cancer Comparison** to sequence the genome of tumors, from both adults and children, to observe DNA patterns. When researchers find similar patterns in an adult and pediatric cancer, they can usually try out an adult treatment for the child.

In 2000, UCSC's Genomics Institute was the first to post the human genome on the Internet, open-source—an extraordinary act of selflessness for the benefit of all of humankind. Today, 130,000 researchers use the site, which gets 1.2 million hits per day.

Now, many of competing researchers won't share. The TCCI needs funds, but the real obstacle, Haussler explains, is that genome data is held in institutes that keep it to themselves, due to concerns about privacy breaches, a desire to keep research exclusive, and other excuses. "The message here is about sharing," Haussler said. **JEANNE HOWARD**

**MERGING MATTER**

A four-page glossy mailer laying out a new vision for transportation

went out to likely voters recently. The green-and-white pamphlet from the **Regional Transportation Commission** (RTC) proposes an array of funding for local roads, highway widening, bike projects, buses and rail improvements. The plan—although the flyer makes no mention of it—would be funded by a possible new quarter-cent sales tax measure, which will probably hit ballots this fall.

**Jack Nelson**, a critic of the RTC's plan, has lobbied the RTC hard to remove the 25 percent allocation for the highway from the proposed measure. He says the RTC wasted public money trying to sell its tax measure with the pamphlet. "You'd hardly know that they want to widen the highway on here," says Nelson.

co-chair of the **Campaign for Sensible Transportation**, of the flyer. "You just see a bunch of smiling kids on bikes, and help for **Paratransit**."

The mailer does mention easing highway congestion, next to a picture of an ambulance sitting in traffic. And in a bullet point toward the bottom, it mentions adding highway auxiliary lanes. The flyer, which cost

the RTC \$25,000, aims to inform residents about the Transportation Improvement Plan (TRIP), says RTC spokesperson **Karena Pushnik**, and to promote an RTC meeting on Thursday, June 16 at 9 a.m. in the Santa Cruz City Council Chambers. That's when RTC commissioners are expected to approve putting a measure on the November ballot.

Longtime environmentalist **Rick Longinotti** filed a complaint with the **Fair and Political Practices Commission** (FPPC) over the RTC's use of public funds for the mailer.

But **Bruce Van Allen**, Nelson's fellow co-chair, doesn't see anything nefarious. He says agencies often inform voters about their needs before campaign season arrives.

"It's a pretty normal thing for agencies to do a mailer," says Van Allen, a former Santa Cruz mayor and longtime campaign worker. "I wish [the subject matter] was something I was for: it's just them trying to shape public opinion. There's nothing wrong with that."

For more information about the TRIP, visit [www.sccrtc.org/](http://www.sccrtc.org/) move. **JACOB PIERCE**

# Opinion June 15, 2016

Posted on June 14, 2016 - GOOD TIMES

## **Sensible, Not Single-Issue**

Re: “[Driving the Issue](#)” (*GT*, 6/1): I am a founding member of the Campaign for Sensible Transportation. I am the former co-chair of this group (with Paul Elerick) and continue to be active as its treasurer and webmaster.

We have definitely not been “hijacked by single-issue environmentalists who ignore the county’s serious transportation problems and only care about global warming.” In fact, we are greatly concerned about our transportation problems, and would strongly support a ballot measure that addresses them with cost-effective proposals.

A primary defect of the currently proposed ballot measure is that it continues to stress that in order to relieve traffic congestion on Highway 1 we must provide additional road capacity for vehicles, nearly all of which are single-occupant automobiles.

It would spend approximately \$100 million (about 25 percent) of the funds raised on adding three auxiliary lane segments to Highway 1—from the Soquel Drive interchange to 41st Avenue, from the Bay/Porter interchange to Park Avenue, and from Park Avenue to State Park Drive. Each of these would increase the capacity of Highway 1. They will not succeed in reducing traffic congestion on the road, especially over the long term, since the additional

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capacity will just attract additional vehicles. Such a business-as-usual approach has failed in every case elsewhere in the U.S.

It would be much more cost-effective to spend the \$100 million to support our underfunded bus system. METRO is proposing service cuts of approximately 25 percent. The sales tax allocation for METRO is insufficient to prevent deep cuts in service.

A primary goal of the Campaign for Sensible Transportation is to reduce the need for, and thus reduce dependence on, the private automobile. The best way to achieve that goal is to provide for other transportation modes and to make them attractive.

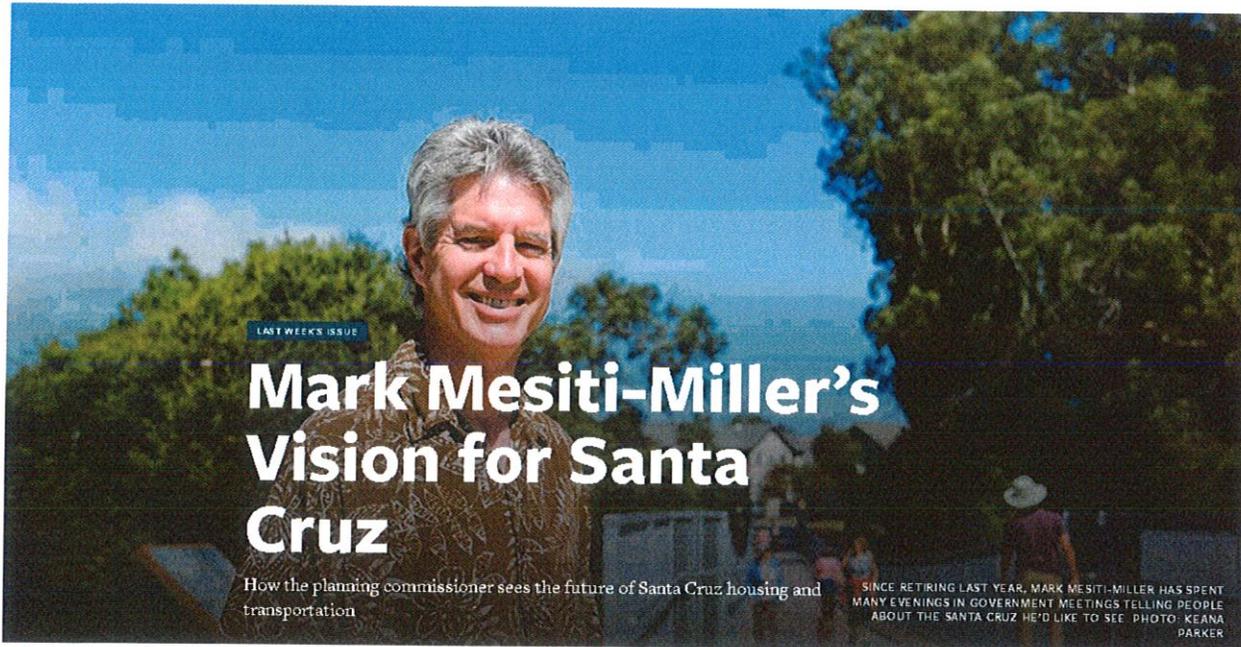
Please visit our website at [SensibleTransportation.org](http://SensibleTransportation.org) to learn more, and where you can sign our petition.

Peter Scott

Santa Cruz

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[Last Week's Issue](#)



## Mark Mesiti-Miller's Vision for Santa Cruz

How the planning commissioner sees the future of Santa Cruz housing and transportation

Since retiring last year, Mark Mesiti-Miller has spent many evenings in government meetings telling people about the Santa Cruz he'd like to see. PHOTO: KEANA PARKER

By Kara Guzman

June 14, 2016

Mark Mesiti-Miller's passion for transportation planning in Santa Cruz is perhaps best told by his wife, Donna Murphy.

On a recent Napa getaway, Mesiti-Miller took her on a detour, away from the vineyard tours, to the wine country's lesser-known draw: its developing rail system and accompanying rail trail.

"It had nothing to do with our trip, but our curiosity," says Murphy, UC Santa Cruz vice chancellor before she retired in 2013, describing their exploration of how the Napa trail is laid out, and how the stations and railroads interact.

A retired civil engineer, Mesiti-Miller is consumed by his curiosity for housing and transportation. Since selling his firm last year, Mesiti-Miller, a Santa Cruz planning commissioner, has closely studied the developing Santa Cruz Corridor plan, which will aim to increase density on major thoroughfares. He's spoken during public

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comment in meetings on a range of topics, like the possible November ballot measure for transportation, and has hosted events to discuss passenger rail in Santa Cruz along the coast.

“His mind’s always kind of gnawing on different issues,” says Murphy. “He reads a lot, and so he tracks these things. If he’s read something about a complete street, then as we’re driving down, he’ll study it. If he’s looking at housing density and we’re driving around town, we’re looking at the scale of buildings, how the roads work, *et cetera*.”

The planning commission published its General Plan 2030 four years ago, and along with it a corresponding land-use map. Mesiti-Miller’s vision for Santa Cruz, also laid out in the plan, centers around its corridors. These are the city’s commercial hubs where most of the mom and pop shops, drugstores, bakeries and markets are, along Soquel Avenue, Water, Ocean and Mission streets.

Mesiti-Miller calls for mixed-use development along these thoroughfares, with ground-floor commercial space, and above that, affordable housing.

“The most sustainable way to grow a community is vertically and along its corridors,” says Mesiti-Miller. “It’s called transit-oriented development, or T.O.D., and it tells us what we need are housing units along our corridors.”

As they are now, the corridors aren’t comfortable for pedestrian traffic, says Mesiti-Miller: Soquel Avenue carries around 30,000 cars each day, according to a 2014 report.

“Who wants to walk along Soquel between Morrissey and Capitola Road? Nobody,” says Mesiti-Miller. “There’s no place to park, no place to ride your bike. It’s dangerous. A guy was killed there on his bike a year or two ago.”

Santa Cruz’s busiest streets need wider sidewalks, space for bicycles and places to park them, and trees, he says.

“We need to create neighborhoods along our corridor. How do we do that? Instead of designing our streets for the car, which is what we’ve done, we need to design the streets for the people in those neighborhoods.”

What’s more, Mesiti-Miller says he’s astounded by the gap between the city’s population growth and its relatively stagnant housing growth. Between 2010 and 2015, Santa Cruz’s population grew by more than 4,000 people, to 64,220, according to the U.S. Census Bureau.

Yet from 2007 to 2015, only 1,000 new housing units were built in the city, according to a State of the City report from May. (Since 2004, UCSC’s enrollment has increased by 2,700 and the campus has added 2,100 beds. Campus housing has had a 97 percent occupancy rate since 2011, according to the university.)

Meanwhile, the city has an oversupply of single-family homes, which make up two-thirds of Santa Cruz’s housing units. As a result, more people are packing into houses that aren’t meant to be shared, Mesiti-Miller says.

“The technical term for this is ‘unrelated adults living together,’” he says. “It’s strangers living together in houses that are only designed as single-family houses. You go and talk to them, and they say ‘I don’t want to live here. I don’t want to be detached from downtown. I don’t want to be detached from where I want to be spending my time.’”

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“These are the young people. They’re doing what they can to live in our community, and that means renting a bedroom in a house and sharing a kitchen and living with people you don’t know. You’re living in a neighborhood that you don’t want to be, but that’s what they do.”

Mesiti-Miller, 62, says he traces his interest in affordable housing to 1983, when he moved to Santa Cruz’s eastside from Santa Clara, and it took him six weeks to find a place to live.

The problem is much worse now, says Mesiti-Miller, with 32 percent of people living alone in a city housing system that’s designed for single families and flooded with young people.

“That seems way out of whack with what our community actually needs. If you look around in our community, what we need is smaller, denser, more affordable housing. That’s what we need and we’re going to need that well into the future,” he says.

Mesiti-Miller is also a board member of Friends of the Rail Trail, which supports the construction of a 32-mile biking and walking trail from Davenport to Watsonville along the existing railroad. He wants to see the revitalization of Santa Cruz County’s passenger rail and bus system.

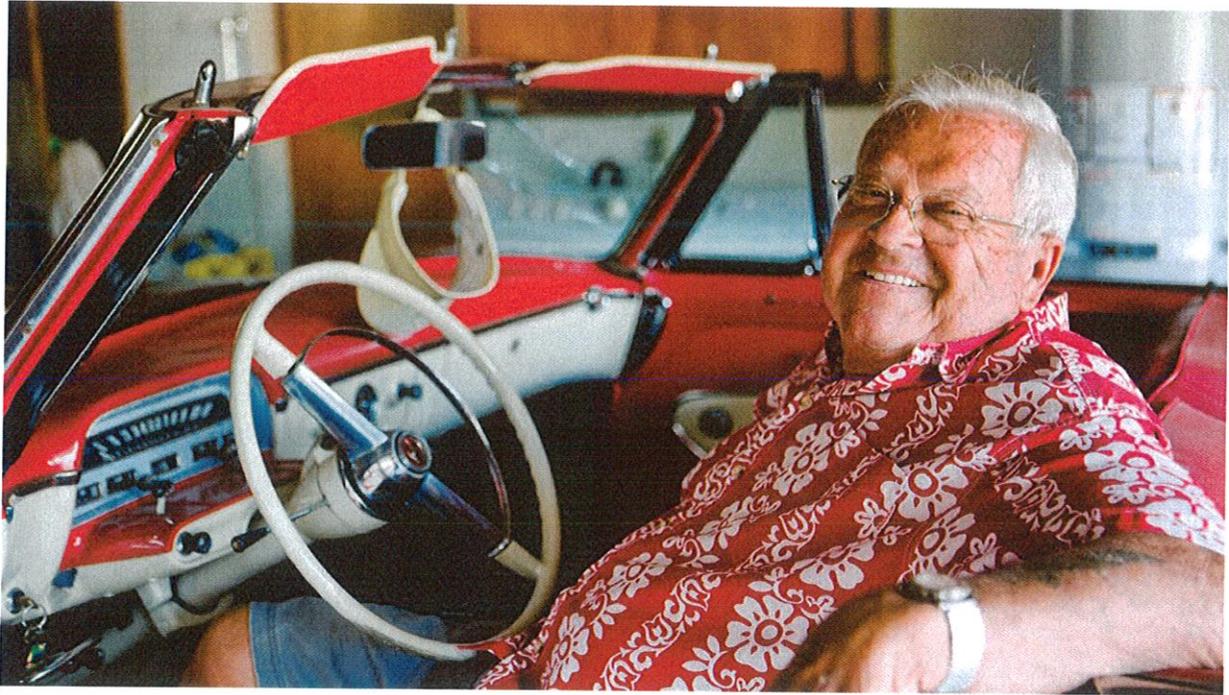
The current transportation system is broken, and Highway 1 congestion affects the entire region’s quality of life, says Mesiti-Miller.

“Who [in Santa Cruz] will say, at 4 o’clock in the afternoon, ‘Oh, I think I’ll go for a walk in Nisene Marks.’ Nobody does that. Why? Nobody wants to sit in traffic,” Mesiti-Miller says.

The crux of his vision for Santa Cruz—dense, affordable housing in pedestrian- and bike-friendly neighborhoods, and a European-standard public rail and bus system—is the implementation of General Plan 2030. Right now, the city’s planning commission is engaged in updating its zoning codes along its corridors.

“The general plan basically is the document that’s going to allow our community to become the community we want it to be, and it’s going to happen over 20 years, 30 years,” Mesiti-Miller says. “It’s the community that our children are going to inherit, and the people who are moving here are going to inherit.”

<http://goodtimes.sc/santa-cruz-news/transportation-measure-gets-unlikely-ally/>



## Transportation Measure Gets Unlikely Ally

Environmental leader resigns over Highway 1 widening opposition

Paul Elerick, former co-chair for the Campaign for Sustainable Transportation, stepped down to support the RTC's new measure. PHOTO: KEANA PARKER

**By Jacob Pierce**

June 1, 2016

The driveway and garage of Paul Elerick's Aptos house is home to four cars, two of them classics—a 1950 Ford and a 1954 Mercury. Both are vibrant red and were on the road before the 79-year-old Elerick even knew how to drive. They seem like an odd fit for a onetime skeptic of highway widening, who helped start the Campaign for Sensible Transportation over a decade ago.

He was never “the anti-car guy,” though, he explains. The crusade against highway widening was never about automobiles, he says, but instead about preventing a boom in growth to the community.

“We weren't too hot about seeing an eight-lane freeway all the way to Watsonville, but that wasn't necessarily because of the cars. It was because of the growth. And a lot of people agreed with us,” Elerick says. “But it's a different ballgame now.”

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Elerick, who helped defeat a ballot measure to widen the highway 12 years ago, resigned as co-chair for the Campaign for Sensible Transportation a few months ago to endorse the latest measure from the Santa Cruz Regional Transportation Commission (RTC). Since stepping down, Elerick has been butting heads with fellow transportation activists and old friends about a possible sales tax measure, which would widen Highway 1 while also putting tens of millions of dollars into local roads, public transportation and bike and pedestrian projects.

The first transportation measure, which hit ballots in 2004, was a half-cent sales tax plan that would have spent nearly two-thirds of its cash on widening the highway with expensive carpool lanes. A newer plan, which the RTC board is expected to approve this month, would put a half-cent sales tax that spends just 25 percent of its money on Highway 1, if voters approve it by a two-thirds vote come November. Engineers would build merge lanes that run from onramp to offramp, a smaller-scale plan that's cheaper, although also less effective than carpool lanes in reducing traffic congestion.

The plan would also fix local roads, pay for rail corridor improvements, fund the Rail Trail network and help the ailing METRO bus system. The plan has been comprehensive enough to gain the support of major environmental organizations like Ecology Action. Still, a small group of activists has launched letter-writing campaigns and flooded public meetings to express their disdain for the measure, which they say will have an impact on climate change unless RTC boardmembers take highway widening off the measure.

Elerick says that would be enough to kill it. He feels that the Campaign for Sensible Transportation has been hijacked by single-issue environmentalists who ignore the county's serious transportation problems and only care about global warming. "I know all about that, so let's talk about something else," he says. "Let's talk about getting people home from work. And I really think there's so many good things in that ballot measure—so many good things."

Jack Nelson, one of the co-chairs for the Campaign for Sustainable Transportation, tells *GT* he always appreciates hearing other people's viewpoints, Elerick's included. "My personal preference is to stick to policy and not make it a personality issue. He's entitled to change his view," Nelson says. "I respect his opinion."

Nelson helped bring Susan Handy, a transportation expert from UC Davis, to Santa Cruz for a discussion in April. Environmental documents for the new highway changes cite Handy's work from 2003, arguing that new lanes on the freeway would not convince more people to travel. But Handy has since indicated it's more complicated. New lanes, she has said, could actually put more cars on the road in the long-term, creating as much congestion as ever. "We're trying to shed light, actual research, on transportation policy," Nelson says.

Nelson has found other possible flaws in the documents—namely that the projected greenhouse gas emissions appear to be off by a factor of a couple of hundred, as *GT* reported in February. (Caltrans won't comment on the documents while they are in review.) Nelson and other activists point out that there are differences between what was studied in the environmental documents and what the RTC is proposing, and they would like to see metering and traffic lights at onramps considered.

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When the Santa Cruz City Council voted 6-1 in support of the measure, Councilmember Micah Posner, a longtime transportation activist voiced similar concerns.

“I lost sleep over this one,” Posner said at the meeting, turning away from his colleagues and looking toward the Community TV camera. “I respect [Councilmember] Don Lane a lot and [County Supervisor] John Leopold, who helped put it together, and I definitely am saying that this proposal is a heck of a lot better than the one we beat before. But I can’t support something that’s based on a false pretense, and widening the highway will not work.”

Many South County leaders, though, like District 2 County Supervisor Zach Friend, have for years called highway improvements a working people’s issue. Many low-income people drive from the southern end of the county up Highway 1 to their jobs in Santa Cruz. Even a small improvement makes a big difference, Friend says, and he isn’t buying the argument that highway widening won’t be effective enough, since activists already halted the carpool lane plan, which was slated to create more congestion relief.

Last December at an RTC meeting, Friend compared fanatic transportation advocates to national politicians “at least of a specific political party”—meaning Republicans—who support cutting taxes to the point where they can’t fund any federal programs. “And then those federal programs don’t work, and then people say, ‘Well, those federal programs don’t work. We should shut them down.’ It’s a pretty interesting argument,” Friend said at the meeting. “It’s brilliant, actually, politically. But there are real people who are really impacted by these decisions that we make.”

As county roads lie in a state of disrepair, local leaders have already started worrying about the future, well past November, when the possible measure would hit the ballot.

At the Pasatiempo Inn, former Republican state lawmaker Tom Campbell spoke last month to a room with a mix of nonprofit executives, local leaders and reporters. After speaking about the upcoming election cycle, Campbell fielded questions at the event, which was hosted by the Santa Cruz Chamber of Commerce.

As the inquiries dwindled, George Dondero, executive director of the RTC, raised his hand to thank Campbell for saying earlier in the afternoon that more counties should fund transportation with local taxes, but the longtime transportation expert worried even that might not be enough.

“Even if we’re successful here, it’s just going to be a start, and throughout my career, it’s been frustrating to hear both the federal and state level retreat from infrastructure in general, not just transportation. Do you have any optimism about that trend changing, because it doesn’t seem to be getting any better?” Dondero asked.

“No, I do not,” Campbell said. A couple of seconds later, the crowd began chuckling. Dondero, stunned for a second, gazed around the dining room as it filled with grim, pessimistic snickering. Then, he shrugged, leaned back in his seat and laughed.

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Update 6/8/16: *GT* originally reported that Bike Santa Cruz County has endorsed a possible ballot measure from the Regional Transportation Commission. Bike Santa Cruz County has not made an endorsement, although director Amelia Conlen has spoken positively about aspects of it. We regret the error.

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# **Other Transit Related Articles**

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## **Big Blue Bus Director Appoints Four New Hires**

Photo credit: Big Blue Bus

The City of Santa Monica's Big Blue Bus (BBB) recently announced the addition of three new hires, and one promotion from within the public transportation agency. Collectively, their expertise will play a vital role in equipping Big Blue Bus to meet the rapidly changing mobility demands of the Southern California transit landscape to provide greater connectivity and access to numerous transportation modes in a safe, reliable and environmentally sustainable manner.

Recently joined to Big Blue Bus are Eric O'Connor, Liseth Guizar, and Robert McCall, in the position of chief administrative officer, safety and training manager, and transit community engagement coordinator, respectively. Jennie Campos has been promoted to transit community engagement officer.

Serving most recently as director of project management and finance for the Exposition Construction Authority, O'Connor helped successfully deliver the \$2.5 billion light-rail project on time and under budget. Bringing more than 20 years of finance and project management experience to Big Blue Bus, he will be responsible for financial operations, grant management, budgeting, payroll, procurement, and administrative functions. O'Connor holds a Bachelor's degree from Michigan State University, and an Accounting degree from California State University, Northridge. He is also a licensed Certified Public Accountant in the State of California.

Guizar has over 11 years of public transit experience in safety, training and security, as well as significant private sector experience in risk management. For the last 3 years, she has served as Safety, Security and Risk Manager for the Santa Cruz Metropolitan Transit District (SCMTD). At Big Blue Bus, Guizar will chiefly be responsible for the planning, development, and implementation of all components related to the agency's Safety Program Plan, which includes safety and security training for all employees. Guizar has a Bachelor's degree in Criminal Justice from California State University, Sacramento, and a Master's degree in Public Administration from Troy University.

With expertise in marketing strategy, project management, social media, web analytics, and copywriting, McCall will be responsible for the coordination and implementation of large-scale community engagement campaigns and objectives, including oversight of marketing materials intended to increase ridership and support of Big Blue Bus services. Prior to joining Big Blue Bus, he served in the private sector as both a marketing manager and marketing consultant. McCall holds a Bachelor's degree in Applied Arts from Central Michigan University, and a Master's degree in Communication Management, from the University of Southern California.

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Previously serving as transit community engagement coordinator, Campos took the lead in recommending and implementing various modes and media for Big Blue Bus to expand its communication reach, thereby, strengthening the agency's brand recognition across the region. In her new position, Campos will be responsible for developing, organizing, directing, and evaluating a comprehensive program to inform the community and public at large of the direction, objectives, and activities of Big Blue Bus. Prior to joining Big Blue Bus, she worked at Orange County Transportation Authority, where she served as a marketing specialist. A graduate of UC Santa Barbara, Campos earned her Bachelor's degree in Political Science and Global Studies, and Master's degree in Political Science from UC Riverside.

Source: Big Blue Bus – August 23, 2016



Robert McCall has joined Big Blue Bus as transit community engagement coordinator.

Photo credit: Big Blue Bus



Liseth Guizar has joined Big Blue Bus as safety and training manager.

Photo credit: Big Blue Bus

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Source: Big Blue Bus – August 23, 2016



Eric O'Connor has joined Big Blue Bus as chief administrative officer.

**Photo credit:** Big Blue Bus



Jennie Campos has been promoted to transit community engagement officer.

**Photo credit:** Big Blue Bus

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SIGN IN

ROBO-BUSES FINNISH FIRST

# Dinky driverless buses bustle with commuter traffic in Helsinki

Finland's capital sets loose tiny auto-buses on city streets.

JENNIFER BAKER - 18/8/2016, 04:57

Finland's capital sets loose tiny auto-buses on city streets.

JENNIFER BAKER - 18/8/2016, 04:57



Easymile/Sohjoa

Enlarge

5

Driverless buses have taken to the streets in Finland's capital Helsinki this week as part of

the county's latest pilot project to test the tech, which will continue until mid-September.

The SOHJOA project said that the "cost effective, energy efficient, small electric buses" were being trialled in the Hernesaari area of Helsinki in an effort to solve urban mobility challenges. However, at this early stage they won't have much impact on congestion as there are only two buses on the road each carrying up to nine passengers.

Finnish law does not technically require vehicles to have a driver, making approval by the national transport safety authority, Trafi, more straightforward. Despite this, the buses still have a human driver onboard, who can take control in an emergency situation.

The [EZ10](#) buses are made in France in a joint venture between French car maker Ligier and robotics outfit Robosoft.

**FURTHER READING**

[Driverless cars: UK gov't waves extra £30M at R&D, seeks public views](#)

They are capable of travelling as fast as 40 kilometers per hour, but for now the top speed on Helsinki streets will be an underwhelming 11kph (7mph). Four laser sensors mounted on each corner of the bus have been installed to apparently detect obstacles around 360 degrees.

The automated bus line began operation on Tuesday. Vantaa, in the greater Helsinki metropolitan area, tested similar vehicles on roads that were closed to other traffic in 2015. But later this year, the buses are expected to undergo further trials in neighbouring Espoo and Tampere, 160km to the north of the capital. More pilot projects are planned in early 2017.

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**JENNIFER BAKER**

Jennifer Baker has been a journalist for nearly 20 years, the last 8 specialising in EU tech policy and legislation. She likes good books, bad films, and is slightly obsessed with data protection law.

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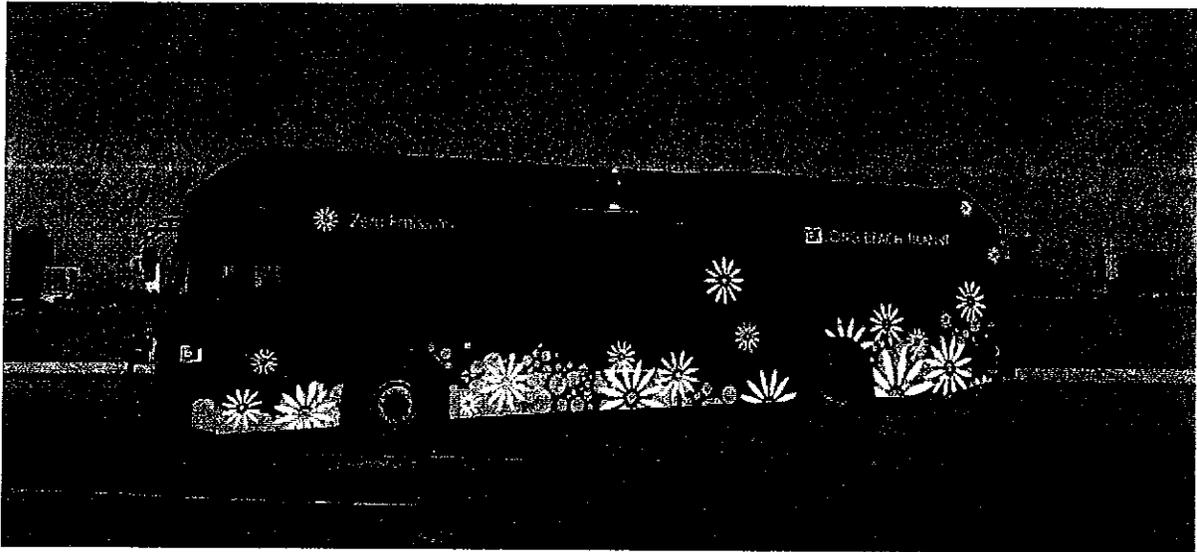
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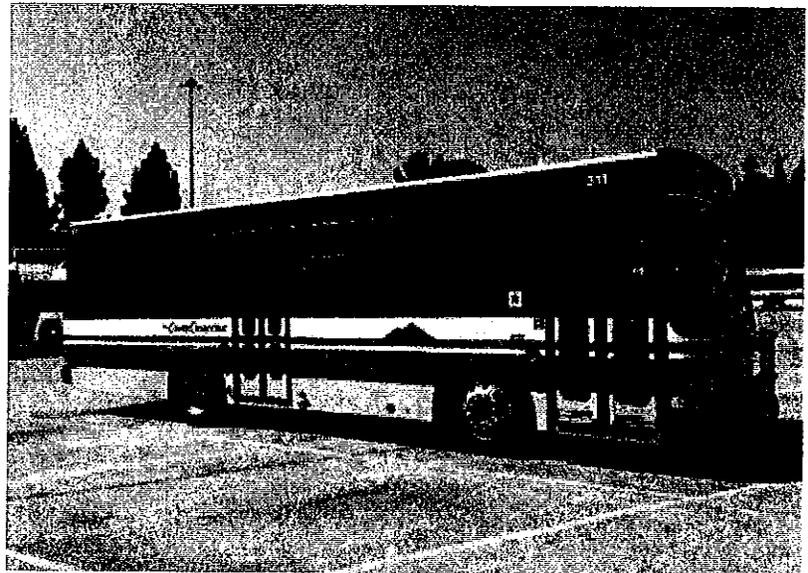
## Federal Funding

### FTA Selects Five California Transit Agencies to Receive Low-No Grants

By



**In March, Long Beach Transit received the first of 10 battery electric, zero-emission buses manufactured in Lancaster by BYD. For County Connection, four electric buses will replace four diesel buses, like the one pictured at right, which have been in service since 2002 and have logged more than 500,000 miles each.**



**Stephanie Jordan**  
**Managing Editor**  
**Transit California**

In July the U.S. Department of Transportation's Federal Transit Administration (FTA) announced selections for an expanded Low or No-Emission (Low-No) Bus Competitive Grant Program. The Low or No Emission Competitive program provides funding to state and local governmental authorities to deploy the cleanest and most energy efficient U.S.-made transit buses that have been largely proven in testing and demonstrations, but are not yet widely deployed in transit fleets. In addition, funds can also be used in the acquisition, construction, and leasing of required supporting facilities. Under the FAST Act, \$55 million per year is available until fiscal year 2020.

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"By placing more modernized, non-polluting buses on the roads, we are improving the rider experience and continuing to extend ladders of opportunity to people who take public transportation every day," said U.S. Transportation Secretary Anthony Foxx in a statement.

This year, 20 transit providers were selected, of which five were California public transit agencies. The selected projects represent strategic investments to help reduce air pollution, train employees in maintaining new technology buses, and connect people to jobs and services through efficient bus transit networks.

"Our Low-No grant projects represent the latest and greatest bus services running on state-of-the-art technology, resulting in cleaner air and lower costs in the long run," said FTA Acting Administrator Carolyn Flowers. "By investing in new technology bus fleets, we help transition an industry that many depend on to be a model of green, efficient service."

Among the five California agencies is County Connection (Central Contra Costa Transit Authority) with its award of \$2.68 million to purchase four 29-foot wireless all electric battery powered buses that will use wireless power transfer technology enabling both depot plug-in charging and en-route fast-charging that can extend battery life and support a greater range for each bus between depot visits. The electric buses will replace four diesel buses, which have been in service since 2002 and have logged more than 500,000 miles each. The diesel buses consume a combined 9,000 gallons of diesel fuel each year. The new buses will prevent just over 300 metric tons of CO<sub>2</sub>-equivalent (CO<sub>2</sub>-e) emissions and 0.090 metric tons of fine particulate matter (PM<sub>2.5</sub>) from being emitted into the atmosphere each year. In addition, the annual amount of 2.042 metric tons of nitrogen oxides (NO<sub>x</sub>), 0.156 metric tons of hydrocarbons (HC), and 1.107 metric tons of carbon monoxide (CO) emissions will also be prevented, as a result of the new buses.

"County Connection is very pleased to be one of 20 transit agencies in the United States to be selected through a competitive process to receive this project grant," said County Connection Board Chair and Town of Danville Mayor and Council Member Robert Storer. "Battery-electric buses are much quieter than diesel buses and can help County Connection reach its goal to integrate a new generation of advanced, non-polluting transit buses into our fleet and reduce diesel emissions."

The anticipated cost of the entire County Connection project of four buses, four depot chargers and one on-route charger is \$4.9 million. The balance of the project will be funded through a mix of public transit grants through state and federal sources. The first of the new buses will be in service by mid-2017.

The grant will enable County Connection to implement its second all electric vehicle project and continue to deliver on the agency's long-term plan to provide reliable transit service in efficient vehicles that eliminate diesel emissions. The first project includes the replacement of four diesel-powered downtown Walnut Creek trolleys with four wireless electric trolleys. The first of the new trolleys is expected to be in service by early November 2016.

FTA awarded the FY 2016 funds after a competitive review of more than 100 applications. The other selected projects from California include Long Beach Transit, Santa Clara Valley Transportation Authority (VTA), Santa Cruz Metropolitan Transit District (METRO), and SunLine Transit.

Long Beach Transit will receive \$1.2 million in funding to purchase zero-emission, battery-electric buses and associated charging equipment that will replace hybrid gasoline-electric buses that have reached the end of their useful life of 12 years. The project will reduce greenhouse gases, improve energy consumption and support the deployment of technologically advanced, U.S.-made transit buses.

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VTA will receive \$2.5 million in funding to purchase battery electric zero-emission buses and fast-charging stations, upgrade a maintenance facility to service electric buses and provide workforce development on new technology buses. VTA says this project represents smart, strategic integrated investments to help reduce carbon pollution and strengthen the economy while maximizing returns on public investments.

METRO will receive the largest share of California's competitive Low-No competitive grant funding, \$3.8 million to purchase zero-emission battery-electric buses and an inductive charging system to operate on METRO's Highway 17 Express connecting Santa Cruz residents with jobs in the high-tech industry in Silicon Valley. The buses are the first to help fulfill a local electric bus implementation strategy.

"This grant could not have come at a better time," remarked Santa Cruz METRO CEO Alex Clifford. "Our agency has been facing a fiscal crisis that has prevented us from replacing our aging bus fleet and last year the Board directed us to seek opportunities to add electric buses to our fleet in an effort to reduce greenhouse gas emissions. Thanks to Congressman Sam Farr's (D-Calif.) efforts, we will use the federal assistance to address both of those challenges."

SunLine Transit will receive \$1.5 million in funding to construct a state-of-the-art maintenance facility designed specifically for zero-emission buses. The facility will house and maintain SunLine's 20 zero-emission buses and provide an interactive learning center for workforce development for transit agency staff on new technology bus maintenance.

FTA's Low or No Emission Vehicle Grants Program has evolved from a research and deployment program that was established under the Moving Ahead for Progress in the 21st Century Act ([MAP-21](#)) into an annually funded grant program. The Fixing America's Surface Transportation (FAST) Act more than doubled the amount of funding available and moved the Low-No Program under the existing Bus and Bus Facilities Program.

[See a complete list](#) of the Fiscal Year 2016 Low or No-Emission (Low-No) Bus Program Projects.

## 20 Agencies Receive \$55 Million In FTA 'Low-No' Grants

FTA HAS SELECTED 20 public transit providers in 13 states to receive \$55 million in Fiscal Year 2016 funding for new technology buses—battery-electric or fuel cell powered—through the Low or No-Emission (Low-No) Bus Competitive Grant Program. Seventeen of the grant recipients are APTA members.

“Our Low-No grant projects represent the latest and greatest bus services running on state-of-the-art technology, resulting in cleaner air and lower costs in the long run,” said FTA Acting Administrator Carolyn Flowers. “By investing in new technology bus fleets, we help transition an industry that many depend on to a model of green, efficient service.”

Among the recipients of the largest grants are Clemson (SC) Area Transit,

Port Arthur (TX) Transit and Park City (UT) Transit, \$3.9 million each; Santa Cruz (CA) Metropolitan Transit District and Chelan-Douglas Public Transportation Benefit Area (Link), Wenatchee, WA, \$3.8 million each; Chicago Transit Authority, \$3.6 million; Lane Transit District, Eugene, OR, \$3.5 million; and Portland’s Tri-County Metropolitan Transportation District of Oregon, \$3.4 million. To see the complete list, visit [www.transit.dot.gov](http://www.transit.dot.gov).

The grants allow agencies to acquire buses and supporting facilities and infrastructure such as maintenance and recharging equipment, including “en route” charging that extends battery life. Many agencies also use the grants to train their workforces in operating and maintaining a new generation of buses.

## **This Week in Civic Tech: Tesla Sets Time Frame for Transit Bus Release, Activists Turned Entrepreneurs on the Rise**

A look back at highlights and happenings in the world of civic tech.

by Jason Shuch / August 4, 2016

Flickr/Open Grid Scheduler/Grid Engine

*This Week in Civic Tech presents a line-up of notable events in the space that connects citizens to government services. Topics cover latest startups, hackathons, open data initiatives and other influencers. Check back each week for updates*

### Tesla to Manufacture Buses, Semi Trucks

Transportation departments and agencies looking to upgrade their fleets' transit vehicles may consider buying a Tesla. *The Verge* reports that in an investor call, Tesla Founder Elon Musk said the company plans to produce an autonomous "Tesla Semi" and transit bus. These, along with a compact SUV, are set for release in 2017, with full production yet to be determined.

"We expect to unveil those for the middle of next year, maybe the next six to nine months type of thing," Musk said. "And then [we'd] have a better, more fleshed-out plan for when those would enter production."

With electric buses already in circulation in many cities across the U.S., Tesla's entry into the market is not unexpected. Even so, Musk's intentions to autonomize these services may stir added scrutiny. Regulators are still processing potential industry and policy implications from a fatal crash last May when a Tesla Model S collided with a tractor trailer. Despite the crash, Tesla claims the autonomous "Autopilot" navigation systems are roughly 10 times safer than human drivers.

When the autonomous feature is eventually deployed in cities, it may present a number of civic tech applications. The startup Veniam uses city vehicle fleets to as a delivery network for city Wi-Fi; Google has used its Google Earth cars to detect air quality in San Francisco and Los Angeles; and transit innovation labs, like the one at the Santa Clara Valley Transportation Authority, leverage the bus network to support number of civic tech transportation apps and experiments.

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# Executive Director's Report

August 1, 2016



## California Update

By Joshua W. Shaw, *Executive Director*

### Five Association Transit Agencies Receive Low or No Emission Grants

Five Association member agencies were among the [20 transit providers across the nation](#) that were announced last week as recipients of the Federal Transit Administration's [Low or No-Emission \(Low-No\) Bus Competitive grants](#).

A total of \$55 million was awarded, with nearly \$12 million of that being allocated to the Central Contra Costa Transit Authority, Long Beach Transit, the Santa Clara Valley Transportation Authority, the Santa Cruz Metropolitan Transit District and SunLine Transit Agency.

The Low or No Emission Competitive program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities. Under the FAST Act, \$55 million per year is available until fiscal year 2020.

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## NEWS HEADLINES

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**DISTRIBUTED AT 8/26/16 BOARD MEETING**



**FOR IMMEDIATE RELEASE**

**BYD Coach and Bus Partners with Transit Agencies Across the Country to Deploy Zero-Emission, All-Electric Buses with \$12 Million in Grant Funding from the Federal Transit Administration**

***Millions in funding will come from the Low or No-Emission Bus Competitive Grant Program***

**LOS ANGELES—July 29, 2016**—BYD Coach and Bus, the global leader in all-electric buses, today announced that it will partner with four transit agencies across the U.S. to deploy its advanced zero-emission, all-electric coaches and buses in California, Washington, Oregon, and Missouri. Funding for the electric bus deployments will come from the Federal Transit Administration (FTA) and its Low or No-Emission (Low-No) Bus Competitive Grant Program, as announced July 26 by the agency.

BYD will work with Santa Cruz Metropolitan Transit District (METRO) in California; Link Transit in Washington; Lane Transit District in Oregon; and COMO Connect in Missouri to deploy 17 of its zero-emission battery electric buses with the \$12,770,812 of funding provided by the DOT's Low-No grant program. The new BYD clean electric buses will replace aging diesel fueled buses and reduce reliance on fossil fuel technology, eliminate harmful emissions including criteria pollutants that are harmful to human health and greenhouse gases that contribute to climate change.

"BYD is proud to bring its advanced, battery-electric technology to these communities across the country so that they can experience the clean air and health benefits of zero-emission buses, thanks to the support of the Federal Transit Administration," said Macy Neshati, senior vice president of BYD Heavy Industries, which produces the electric coach and bus product line.

Partnering with Lane Transit District in Eugene, Oregon, BYD will provide five 40 ft. all-electric buses that have a range of 160 miles on a single charge. These five buses will join the additional five all-electric buses Lane previously ordered for a total of 10 buses.

"These five new all electric buses are an important part of Lane Transit District's work to modernize its aging fleet and deliver better transit service," said A.J. Jackson, general manager for Lane Transit District. "The FAST Act's investment in public transportation will ensure Lane's ability to deliver high-quality, reliable, transit service in efficient vehicles that eliminate diesel emissions."

COMO Connect in the City of Columbia, Missouri will receive three of BYD's 30' low floor buses. COMO Connect has already been running one BYD all-electric bus in service for several months, and has three other buses on order with the company. The addition of these new buses will mean that COMO will soon have 7 all-electric buses in their fleet.

"The City of Columbia is honored to have been awarded this grant and looks forward to growing our partnership with BYD," said COMO Connect Multi-Modal Manager Drew

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Brooks. "We continue to see impressive results from our current BYD K9 bus and can't wait to expand our battery electric fleet."

For Link Transit in Wenatchee, Washington, the Low-No grant funding will assist in the purchase of five BYD 35 ft. all-electric buses. These five buses will add to the growing fleet of electric vehicles that Link presently operates, which includes five battery-electric trolleys, as well as four additional BYD buses that are scheduled for delivery in September of this year. Link Transit's BYD buses will charge through a 200 kW wireless inductive charger, which is the major unique element of this project. These BYD buses can also be charged overnight in the depot with a wired 80 kW charger. The faster charge rate is intended to allow the bus to charge in between trips for just a few minutes, rather than pull it out of service for longer charging periods of time.

"These buses have a listed range of about 155 miles, but those currently in operation in other areas have been able to travel in excess of 200 miles before charging," said Richard DeRock, Link's General Manager. "We have good reason to believe they will work very well on our urban routes, even without periodic charging. We are very hopeful about these new vehicles both in terms of their advanced technology, and also their ability to reduce the operating costs of the diesel fleet. Our Board has been very supportive of pursuing electric vehicle technology as part of our fleet replacement strategy."

For Santa Cruz METRO in the City of Santa Cruz, California, BYD will build and deliver three 45 ft. all-electric coach buses with a range of over 200 miles on a single charge. These BYD electric buses will be used on the notoriously steep and winding Route 17 road that connects Santa Cruz to San Jose, proving that demanding route needs do not limit the performance of battery-electric buses.

"Santa Cruz Metropolitan Transit District is excited to partner with BYD to provide zero emissions buses on our Highway 17 commuter service," said METRO CEO Alex Clifford. "This grant could not have come at a better time. Our agency has been facing a fiscal crisis that has prevented us from replacing our aging bus fleet, and last year the Board directed us to seek opportunities to add electric buses to our fleet in an effort to reduce greenhouse gas emissions. Thanks to Congressman Sam Farr's efforts, we will use the Federal assistance to address both of those challenges."

The BYD buses will be equipped with BYD-designed and built non-toxic iron phosphate batteries that come with a standard 12-year warranty the industry's longest electric battery warranty available. Transit agencies can charge the buses overnight using low-cost, off-peak electricity to provide additional cost savings.

BYD will also train transit maintenance employees how to service the advanced technology zero-emission buses and bus operators how to properly operate the buses as part of its commitment to developing a skilled workforce for the U.S.'s burgeoning clean economy.

#### **About BYD**

Specializing in battery technologies, BYD's green mission to "solve the whole problem" has made them industry pioneers and leaders in several high-tech sectors including high-efficiency automobiles, electrified public transportation, environmentally-friendly

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energy storage, affordable solar power and information technology and original design manufacturing (ODM) services.

As the world's largest manufacturer of rechargeable batteries, their mission to create safer and more environmentally-friendly battery technologies has led to the development of the BYD Iron Phosphate (or "Fe") Battery. This fire-safe, completely recyclable and incredibly long-cycle technology has become the core of their clean energy platform that has expanded into automobiles, buses, trucks, utility vehicles and energy storage facilities.

BYD coaches and buses are assembled at a factory employing hundreds of Americans in the City of Lancaster, California. For more information, visit [www.byd.com](http://www.byd.com).

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July 26, 2016

For Immediate Release

Contact: Sam Chiron

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## Santa Cruz METRO Awarded \$3.8 Million Federal Grant

WASHINGTON – Today, Rep. Sam Farr (D-Calif.) announced that the Santa Cruz Metropolitan Transit District (METRO) will receive \$3,810,348 from the Federal Transit Administration. The funding will be used to purchase zero-emission electric buses to operate on the popular Highway 17 Express routes connecting Santa Cruz and Silicon Valley. The grant also includes funding for charging infrastructure.

“This funding is a win-win, spurring economic growth by connecting Santa Cruz and Silicon Valley while lowering our carbon footprint,” said Rep. Farr. “These types of investments often pay huge dividends in the future and I’m thrilled to work with the Federal Transportation Administration to support Santa Cruz METRO.”

“This award will bolster our efforts to meet two important goals – providing efficient transportation options to Santa Cruz County residents seeking high paying jobs in Silicon Valley and moving toward a zero-emissions bus fleet that will contribute to cleaner air in the Monterey Bay region,” said Santa Cruz METRO Board Chair Mike Rotkin. “We are deeply grateful to Congressman Farr for his effective advocacy on our behalf for so many years.”

“This grant could not have come at a better time,” remarked Santa Cruz METRO CEO Alex Clifford. “Our agency has been facing a fiscal crisis that has prevented us from replacing our aging bus fleet and last year the Board directed us to seek opportunities to add electric buses to our fleet in an effort to reduce greenhouse gas emissions. Thanks to Congressman Farr’s efforts, we will use the federal assistance to address both of those challenges.”

This project is funded through the Low or No Emission Bus and Bus Facilities grant program. The grant announcement from the U.S. Department of Transportation is available [here](#).

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Picture Source: GreenCarReports.com

## **U.S. Department of Transportation Announces \$55 Million in Grants to Transit Agencies to Deploy Clean Buses**

The Federal Transit Administration (FTA) today announced selections for an expanded Low or No-Emission (Low-No) Bus Competitive Grant Program that reflects growing interest in new technology buses. Twenty transit providers in 13 states will receive a share of \$55 million for transit buses and related technology that replaces aging diesel fuel buses with battery-electric or fuel cell-powered vehicles and incorporates other innovations.

Replacing traditional buses with electricity-powered buses that generate low or no emissions lessens reliance on fossil fuel, reduces greenhouse gas emissions and improves operating efficiency. The selected projects represent strategic investments to help reduce air pollution, train employees in maintaining new technology buses, and connect people to jobs and services through efficient bus transit networks. The grants allow agencies to acquire buses and supporting facilities and infrastructure such as maintenance facilities and recharging equipment – including new “en-route” charging that extends battery life. Many agencies also use the grants to develop knowledge in their workforces about how to operate and maintain a new generation of buses.

FTA’s Low or No Emission Vehicle Grants Program has evolved from a research and deployment program that was established under the Moving Ahead for Progress in the 21st Century Act (MAP-21) into an annually funded grant program. The Fixing America’s Surface Transportation (FAST) Act more than doubled the amount of funding available and moved the Low-No Program under the existing Bus and Bus Facilities Program.

Links:

[Low or No Emission Vehicle Grants Program](#)

[Fiscal Year 2016 Low and No-Emission Vehicle Program Projects](#)