



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO)
BOARD OF DIRECTORS AGENDA
REGULAR MEETING
DECEMBER 11, 2015 – 8:30 AM
METRO ADMINISTRATIVE OFFICES
110 VERNON STREET
SANTA CRUZ, CA 95060**

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 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@scmttd.com

BOARD ROSTER

Director Ed Bottorff	City of Capitola
Director Dene Bustichi, Chair	City of Scotts Valley
Director Karina Cervantez	City of Watsonville
Director Cynthia Chase	City of Santa Cruz
Director Jimmy Dutra	City of Watsonville
Director Zach Friend	County of Santa Cruz
Director Donald “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, Vice 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. 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 ANNOUNCEMENTS

- 3-1. Spanish language interpretation will be available during "Oral Communications" and for any other agenda item for which these services are needed.
- 3-2. Today's meeting is being broadcast by Community Television of Santa Cruz County.

4 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 69-2-1, 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.

5 WRITTEN COMMUNICATIONS FROM MAC

6 LABOR ORGANIZATION COMMUNICATIONS

7 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.

- 8-01 RECOMMENDED ACTION ON TORT CLAIMS**
Liseth Guizar, Safety, Security and Risk Manager
- 8-02 ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF AUGUST 2015**
Angela Aitken, Finance Manager
- 8-03 ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF NOVEMBER 13, 2015**
Alex Clifford, CEO/General Manager
- 8-04 ACCEPT AND FILE MINUTES FOR THE METRO ADVISORY COMMITTEE (MAC) MEETING OF OCTOBER 21, 2015**
Alex Clifford, CEO/General Manager
- 8-05 ACCEPT AND FILE SANTA CRUZ METRO SYSTEM RIDERSHIP REPORTS FOR THE MONTHS OF AUGUST AND SEPTEMBER 2015**
Barrow Emerson, Manager of Planning & Development
- 8-06 CONSIDERATION OF METROBASE MONTHLY CHANGE ORDER REPORT**
Andrew Kreck, Project Manager, Hill International
- 8-07 CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS**
Leslyn Syren, District Counsel
- 8-08 CONSIDERATION OF AWARD OF CONTRACT TO ALLIANT INSURANCE SERVICES REPRESENTING THE HARTFORD FOR LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE NOT TO EXCEED \$82,188 FOR TWO YEARS**
Robyn D. Slater, HR Manager
- 8-09 CONSIDERATION OF AWARD OF CONTRACT TO ALLIANT INSURANCE SERVICES REPRESENTING THE HARTFORD FOR LONG TERM DISABILITY INSURANCE COVERAGE NOT TO EXCEED \$269,742 FOR TWO YEARS**
Robyn D. Slater, HR Manager
- 8-10 CONSIDERATION OF RESOLUTION APPROVING THE FY16 REVISED CAPITAL BUDGET**
Angela Aitken, Finance Manager
- 8-11 CONSIDERATION OF ADOPTION OF SANTA CRUZ METRO'S AMENDED CONFLICT-OF-INTEREST CODE AND APPROVAL OF THE RESOLUTION CONFIRMING THIS ACTION**
Leslyn Syren, District Counsel

8-12 CY16 STATE AND FEDERAL LEGISLATIVE AGENDA
Alex Clifford, CEO/General Manager

REGULAR AGENDA

- 9 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS FOR CAROLYN BOWERS, LETICIA CALLEJAS, WILLIAM McINTYRE, FELIPE MENDOZA, EZEQUIEL OSORIO, JOHN OTTO, RUBEN VALDEZ, EILEEN WAGLEY, BILL YEO**
Chair Dene Bustichi
- 10 ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF AUGUST 31, 2015**
Angela Aitken, Finance Manager
- 11 RECEIVE AN UPDATE ON THE COMPREHENSIVE OPERATIONAL ANALYSIS**
Barrow Emerson, Planning and Development Manager
- 12 CONSIDER A REPORT ON METRO'S ELECTRIC BUS IMPLEMENTATION STRATEGY**
Tom Hiltner, Legislative Analyst
- 13 CONSIDERATION OF A CONTRACT WITH THE LAW FIRM OF HANSON BRIDGETT IN AN AMOUNT NOT TO EXCEED \$200,000**
Leslyn Syren, District Counsel
- 14 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A CONTRACT EXTENSION WITH RNL DESIGN, INC. FOR ARCHITECT AND ENGINEERING SERVICES THROUGH JUNE 30, 2016, INCREASING THE CONTRACT TOTAL BY \$150,000**
Andrew Kreck, Project Manager, Hill International
- 15 REVISED METROBASE PHASE II (OPERATIONS BUILDING) LIFE OF PROJECT BUDGET AND CAPITAL RESOURCE ALLOCATION PLAN**
Alex Clifford, CEO/General Manager
- 16 CONSIDERATION OF AWARD OF CONTRACT TO SHAW/YODER/ANTWIH, INC. FOR STATE LEGISLATIVE REPRESENTATION SERVICES NOT TO EXCEED \$90,000**
Alex Clifford, CEO/General Manager
- 17 ONCE-A-MONTH BOARD MEETINGS AND BOARD COMMITTEES**
Alex Clifford, CEO/General Manager
- 18 REVISED METRO ADVISORY COMMITTEE (MAC) BYLAWS**
Alex Clifford, CEO/General Manager
- 19 AMENDMENT TO EXTEND TERM OF DISTRICT COUNSEL EMPLOYMENT AGREEMENT**
Chair Dene Bustichi

- 20 CEO TO GIVE ORAL REPORT**
[Alex Clifford, CEO/General Manager](#)
- 21 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
[Leslyn Syren, General Counsel](#)
- 22 ANNOUNCEMENT OF NEXT MEETING**
[Chair Dene Bustichi](#)
- 23 RECESS TO CLOSED SESSION**

SECTION II: CLOSED SESSION

- 1. CONFERENCE WITH LABOR NEGOTIATORS**
Agency Negotiators: [Alex Clifford, CEO/General Manager](#)
[Leslyn Syren, District Counsel](#)

Organization: SEIU
- 2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
[Rosa Diaz v. Santa Cruz METRO](#) [WCAB No. 2007164812](#)
[Leslyn Syren, General Counsel](#)
- 3. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (c) of Government Code
Section 54956.9 – 2 cases
[Leslyn Syren, General Counsel](#)
- 4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Title: District Counsel
[Leslyn Syren, General Counsel](#)

SECTION III: RECONVENE TO OPEN SESSION

- 24 REPORT OF CLOSED SESSION ITEMS**
[Leslyn Syren, General Counsel](#)
- 25 ADJOURNMENT**
[Chair Dene Bustichi](#)

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.scmttd.com subject to staff's ability to post the document before the meeting.

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DATE: December 11, 2015
TO: Board of Directors
FROM: Liseth Guizar, Safety, Security and Risk Manager
SUBJECT: RECOMMENDED ACTION ON TORT CLAIMS

I. RECOMMENDED ACTION

That the Board of Directors Reject the Attached Claims for the Months of November and December 2015

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 four claims for the months of November and December 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)). Staff has attached recommendations with the claims.

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. ATTACHMENTS

Attachment A: Claim and Recommended Action for Arias, Amanda; 15-0017

Attachment B: Claim and Recommended Action for Arias, Brittany; 15-0018

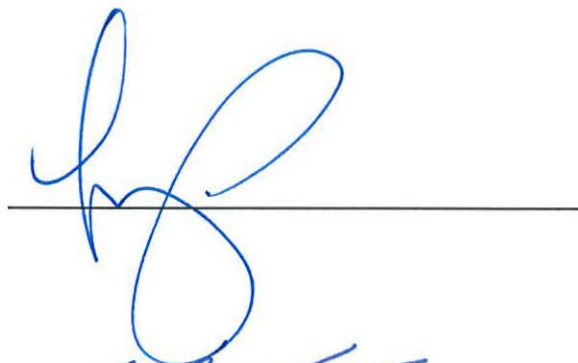
Attachment C: Claim and Recommended Action for Barraza, Rebecca; 15-0019

Attachment D: Claim and Recommended Action for Spurgeon, Linda; 15-0020

Prepared by: Liseth Guizar, Safety, Security & Risk Manager

VII. APPROVALS:

Liseth Guizar
Safety, Security and Risk Manager



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



Alex Clifford, CEO/General Manager



Attachment A

Claim for Damages Against the Santa Cruz Metropolitan Transit District

Please submit claim and supporting documentation to:

Santa Cruz Metropolitan Transit District (METRO), Risk Department, 110 Vernon Street, Santa Cruz, CA 95060

Untimely or insufficient (incomplete) claims will be returned.

* = Required ** = Required if known

Please print or type clearly

<p>1. *Claimant's Name and Street Address:</p> <p>Name: <u>Amanda Amas</u></p> <p>Address: _____</p> <p>City: _____ Telephone Number: _____</p> <p>Home: _____ Cell: <u>520-111-1111</u></p>	<p>2. *Send Official Notices and Correspondence to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Telephone Numbers: _____</p> <p>Home: _____ Cell: _____</p>												
<p>3. *Medicare Reporting</p> <p>Are you presently, or have you ever been, enrolled in Medicare Part A or B? Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>IF YES please provide the following information- Medicare Claim Number: _____</p> <p>Date of Birth: _____ Social Security Number: _____ Gender: M <input type="checkbox"/> or F <input type="checkbox"/></p>													
<p>4. Incident Information</p> <p>*Date of Incident: <u>7-10-15</u> **Time of Incident: <u>3:00</u> (AM/PM) **Location: <u>1400 emeline</u></p> <p>Weather Conditions: _____ Bus Number: _____ Route: _____</p> <p>**Name or ID of METRO Employee who allegedly caused injury or loss _____</p>													
<p>5. Witnesses involved:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 40%;">Address</th> <th style="width: 30%;">Telephone:</th> </tr> </thead> <tbody> <tr> <td>1) _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>2) _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>3) _____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		Name	Address	Telephone:	1) _____	_____	_____	2) _____	_____	_____	3) _____	_____	_____
Name	Address	Telephone:											
1) _____	_____	_____											
2) _____	_____	_____											
3) _____	_____	_____											
<p>6. *Amount Claimed- Property damage or loss and method of computation. Attach supporting documentation (see instructions)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><u>Medical bills</u></td> <td style="width: 20%; text-align: right;">\$ <u>3,567</u></td> </tr> <tr> <td><u>Pain & suffering</u></td> <td style="text-align: right;">\$ <u>20,000</u></td> </tr> <tr> <td>_____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>_____</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td style="text-align: right;">Total Amount Claimed:</td> <td style="text-align: right;">\$ <u>23,567</u></td> </tr> </table> <p>IF amount claimed over \$10,000, check the following:</p> <p>Limited (up to \$25,000) <input checked="" type="checkbox"/> Unlimited (over \$25,000) <input type="checkbox"/></p>	<u>Medical bills</u>	\$ <u>3,567</u>	<u>Pain & suffering</u>	\$ <u>20,000</u>	_____	\$ _____	_____	\$ _____	Total Amount Claimed:	\$ <u>23,567</u>	<p style="text-align: center;">METRO USE ONLY:</p> <p>Claim # <u>15-0017</u></p> <p>Date Received (date stamp):</p> <div style="text-align: center; border: 2px solid black; padding: 10px; margin: 10px 0;"> <p style="font-size: 2em; letter-spacing: 0.5em;">RECEIVED</p> <p style="font-size: 1.2em;">NOV 16 2015</p> <p style="font-size: 0.8em;">SANTA CRUZ METRO LEGAL DEPT</p> </div> <p style="text-align: center; font-size: 1.2em;">12/31/15</p> <p style="text-align: center; font-size: 1.2em;">SC0715-09</p>		
<u>Medical bills</u>	\$ <u>3,567</u>												
<u>Pain & suffering</u>	\$ <u>20,000</u>												
_____	\$ _____												
_____	\$ _____												
Total Amount Claimed:	\$ <u>23,567</u>												

Attachment A

Claim for Damages Against the Santa Cruz Metropolitan Transit District


7. *Basis of Claim: State in detail the facts and circumstances of the incident. Identify all persons, entities and property involved. State why you believe METRO is responsible for the alleged injury, property damage or loss (use a separate sheet of paper if necessary).

see police report
police report number
2015070081

8. *Description of Claimant's Injury, Property Damage or Loss:

see attached documents

9. *SIGNATURE


Claimant or Representative's Signature

Amanda Arnes
Print Name

11.15.15
Date

CRIMINAL PENALTY FOR PRESENTING A FALSE OR FRAUDULENT CLAIM IS IMPRISONMENT OR FINE OR BOTH
(PENAL CODE §72)

Additional Information:

If claim is for **property damage**, please include the following documentation:

- Vehicle registration (if applicable)
- Two repair estimates



Attachment A

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: Liseth Guizar, Safety, Security and Risk Manager

RE: Claim of: Arias, Amanda
Date of Incident: 7/10/15

Received: 11/16/15 Claim #: 1500-17
Occurrence Report No.: SC0715-09

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$_____ and reject the balance.

By _____

Liseth Guizar
Safety, Security and Risk Manager

Date: 12/1/15

I, Gina Pye, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of December 11, 2015.

By _____

Executive Assistant to CEO

Date: _____

Attachment(s)

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Attachment B

Claim for Damages Against the Santa Cruz Metropolitan Transit District

Please submit claim and supporting documentation to:

Santa Cruz Metropolitan Transit District (METRO), Risk Department, 110 Vernon Street, Santa Cruz, CA 95060

Untimely or insufficient (incomplete) claims will be returned.

* = Required ** = Required if known Please print or type clearly

<p>1. *Claimant's Name and Street Address:</p> <p>Name: <u>Brittany Arias</u></p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Telephone Numbers:</p> <p>Home: _____ Cell: _____</p>	<p>2. *Send Official Notices and Correspondence to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Telephone Numbers:</p> <p>Home: _____ Cell: _____</p>												
<p>3. *Medicare Reporting</p> <p>Are you presently, or have you ever been, enrolled in Medicare Part A or B? Yes <input type="checkbox"/> or No <input type="checkbox"/></p> <p>IF YES please provide the following information- Medicare Claim Number: _____</p> <p>Date of Birth: _____ Social Security Number: _____ Gender: M <input type="checkbox"/> or F <input type="checkbox"/></p>													
<p>4. Incident Information</p> <p>*Date of Incident: <u>07.10.15</u> **Time of Incident: <u>3:00</u> (AM/PM) **Location: <u>1400 emeline</u></p> <p>Weather Conditions: _____ Bus Number: _____ Route: _____</p> <p>**Name or ID of METRO Employee who allegedly caused injury or loss: _____</p>													
<p>5. Witnesses involved:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 40%;">Address</th> <th style="width: 30%;">Telephone:</th> </tr> </thead> <tbody> <tr> <td>1) _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>2) _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>3) _____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		Name	Address	Telephone:	1) _____	_____	_____	2) _____	_____	_____	3) _____	_____	_____
Name	Address	Telephone:											
1) _____	_____	_____											
2) _____	_____	_____											
3) _____	_____	_____											
<p>6. *Amount Claimed- Property damage or loss and method of computation. Attach supporting documentation (see instructions)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Property Damage</td> <td style="width: 40%; text-align: right;">\$ 2,119.33</td> </tr> <tr> <td>Mechanical Damage</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>(Car totaled)</td> <td style="text-align: right;">\$ 7,000</td> </tr> <tr> <td> </td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td> </td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Total Amount Claimed:</td> <td style="text-align: right;">\$ 9,119.33</td> </tr> </table> <p>IF amount claimed over \$10,000, check the following:</p> <p>Limited (up to \$25,000) <input type="checkbox"/> Unlimited (over \$25,000) <input type="checkbox"/></p>	Property Damage	\$ 2,119.33	Mechanical Damage	\$ _____	(Car totaled)	\$ 7,000		\$ _____		\$ _____	Total Amount Claimed:	\$ 9,119.33	<p style="text-align: center;">METRO USE ONLY:</p> <p>Claim # <u>15-0018</u></p> <p>Date Received (date stamp):</p> <div style="border: 2px solid black; padding: 10px; text-align: center; margin: 10px auto; width: 80%;"> <p style="font-size: 2em; letter-spacing: 0.5em;">RECEIVED</p> <p style="font-size: 1.2em;">NOV 16 2015</p> <p style="font-size: 0.8em;">SANTA CRUZ METRO LEGAL DEPT</p> </div> <p style="text-align: right; margin-top: 10px;"><u>12/31/15</u></p> <p style="text-align: right; margin-top: 10px;"><u>SC015-09</u></p>
Property Damage	\$ 2,119.33												
Mechanical Damage	\$ _____												
(Car totaled)	\$ 7,000												
	\$ _____												
	\$ _____												
Total Amount Claimed:	\$ 9,119.33												

Attachment B

Claim for Damages Against the Santa Cruz Metropolitan Transit District

7. *Basis of Claim: State in detail the facts and circumstances of the incident. Identify all persons, entities and property involved. State why you believe METRO is responsible for the alleged injury, property damage or loss (use a separate sheet of paper if necessary).

See Police
report
3

attached documents

police report number: 2015070081

8. *Description of Claimant's Injury, Property Damage or Loss:

9. *SIGNATURE

Brittany Arias
Claimant or Representative's Signature

Brittany Arias
Print Name

4/15/15
Date

CRIMINAL PENALTY FOR PRESENTING A FALSE OR FRAUDULENT CLAIM IS IMPRISONMENT OR FINE OR BOTH (PENAL CODE §72)

Additional Information:

If claim is for **property damage**, please include the following documentation:

- o Vehicle registration (if applicable)
- o Two repair estimates

only able to get 1 for car is totalled



Attachment B

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: Liseth Guizar, Safety, Security and Risk Manager

RE: Claim of: Arias, Brittany
Date of Incident: 7/10/15

Received: 11/16/15 Claim #: 1500-18
Occurrence Report No.: SC0715-09

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$ _____ and reject the balance.

By  _____
Liseth Guizar
Safety, Security and Risk Manager

Date: 12/1/15

I, Gina Pye, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of December 11, 2015.

By _____
Executive Assistant to CEO

Date: _____

Attachment(s)

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Attachment C

Claim for Damages Against the Santa Cruz Metropolitan Transit District

Please submit claim and supporting documentation to:

Santa Cruz Metropolitan Transit District (METRO), Risk Department, 110 Vernon Street, Santa Cruz, CA 95060

Untimely or insufficient (incomplete) claims will be returned.

* = Required ** = Required if known

Please print or type clearly

<p>1. *Claimant's Name and Street Address:</p> <p>Name: <u>Rebecca Barraza</u></p> <p>Address: _____</p> <p>City: _____ Sta: _____ Zip: _____</p> <p>Telephone Numbers: _____</p> <p>Home: _____ Cell: _____</p>	<p>2. *Send Official Notices and Correspondence to:</p> <p>Name: <u>Habbas, Nasser & Associates</u></p> <p>Address: <u>675 North First Street Ste #1000</u></p> <p>City: <u>San Jose</u> State: <u>CA</u> Zip: <u>95112</u></p> <p>Telephone Numbers: _____</p> <p>Home: <u>O: (408)278-0480</u> Cell: _____</p>												
<p>3. *Medicare Reporting</p> <p>Are you presently, or have you ever been, enrolled in Medicare Part A or B? Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>IF YES please provide the following information- Medicare Claim Number: _____</p> <p>Date of Birth: <u>1/4</u> Social Security Number: _____ Gender: M <input type="checkbox"/> or F <input checked="" type="checkbox"/></p>													
<p>4. Incident Information</p> <p>*Date of Incident: <u>10/21/2015</u> **Time of Incident: <u>10:40</u> (AM/PM) **Location: <u>Soquel Dr. & Mission Dr. Santa Cruz, CA</u></p> <p>Weather Conditions: <u>Dry/Clear</u> Bus Number _____ Route: _____</p> <p>**Name or ID of METRO Employee who allegedly caused injury or loss: _____</p>													
<p>5. Witnesses involved:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 40%;">Address</th> <th style="width: 30%;">Telephone:</th> </tr> </thead> <tbody> <tr> <td>1) _____</td> <td>Still in the process of obtaining this information</td> <td>_____</td> </tr> <tr> <td>2) _____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>3) _____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		Name	Address	Telephone:	1) _____	Still in the process of obtaining this information	_____	2) _____	_____	_____	3) _____	_____	_____
Name	Address	Telephone:											
1) _____	Still in the process of obtaining this information	_____											
2) _____	_____	_____											
3) _____	_____	_____											
<p>6. *Amount Claimed- Property damage or loss and method of computation.</p> <p>Attach supporting documentation (see instructions)</p> <p>Claimant is still receiving medical care and _____ \$ _____</p> <p>incurring both medical expenses and general _____ \$ _____</p> <p>damages as a proximate result of her injuries _____ \$ _____</p> <p>It is believed that the total value will exceed _____ \$ _____</p> <p>\$25,000.00. _____ \$ _____</p> <p style="text-align: right;">Total Amount Claimed: \$ _____</p> <p>IF amount claimed over \$10,000, check the following:</p> <p>Limited (up to \$25,000) <input type="checkbox"/> Unlimited (over \$25,000) <input checked="" type="checkbox"/></p>	<p style="text-align: center;">METRO USE ONLY:</p> <p>Claim # <u>15-0019</u></p> <p>Date Received (date stamp):</p> <div style="text-align: center; border: 2px solid black; padding: 10px; margin: 10px 0;"> <p style="font-size: 2em; letter-spacing: 0.5em; margin: 0;">RECEIVED</p> <p style="font-size: 1.5em; margin: 0;">NOV 30 2015</p> <p style="font-size: 0.8em; margin: 0;">SANTA CRUZ METRO LEGAL DEPT</p> <p style="font-size: 1.2em; margin: 0;">11/14/16</p> </div> <p style="text-align: center; font-size: 1.5em; margin-top: 10px;">SC 1015-31</p> <p style="text-align: center; font-size: 2em; font-weight: bold; margin-top: 10px;">8-01C.1</p>												

Attachment C

Claim for Damages Against the Santa Cruz Metropolitan Transit District

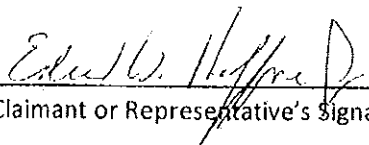
7. ***Basis of Claim:** State in detail the facts and circumstances of the incident. Identify all persons, entities and property involved. State why you believe METRO is responsible for the alleged injury, property damage or loss (use a separate sheet of paper if necessary).

Claimant paid her fare once she boarded the route #91 bus. After approximately 5 minutes, the bus driver suddenly slammed on the brakes of the bus causing the claimant to fly out of her seat, and slam both her head and body into the plastic wall directly behind the bus driver.

8. ***Description of Claimant's Injury, Property Damage or Loss:**

Claimant suffered bodily injuries including, but not limited to head, neck, left shoulder, left ear and left side body pain, together with mental and emotional upset and other special and general damages related to those injuries.

9. ***SIGNATURE**


Claimant or Representative's Signature

Edward W. Hoffner, Jr.
Print Name

11/25/2015
Date

CRIMINAL PENALTY FOR PRESENTING A FALSE OR FRAUDULENT CLAIM IS IMPRISONMENT OR FINE OR BOTH (PENAL CODE §72)

Additional Information:

If claim is for **property damage**, please include the following documentation:

- Vehicle registration (if applicable)
- Two repair estimates



Attachment C

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: Liseth Guizar, Safety, Security and Risk Manager

RE: Claim of: Barraza, Rebecca
Date of Incident: 10/21/15

Received: 11/30/15 Claim #: 1500-19
Occurrence Report No.: SC1015-31

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$ _____ and reject the balance.

By  _____
Liseth Guizar
Safety, Security and Risk Manager

Date: 12/1/15

I, Gina Pye, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of December 11, 2015.

By _____
Executive Assistant to CEO

Date: _____

Attachment(s)

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Attachment D

Claim for Damages Against the Santa Cruz Metropolitan Transit District

Please submit claim and supporting documentation to:

Santa Cruz Metropolitan Transit District (METRO), Risk Department, 110 Vernon Street, Santa Cruz, CA 95060

Untimely or insufficient (incomplete) claims will be returned.

* = Required ** = Required if known

Please print or type clearly

1. *Claimant's Name and Street Address: Name: <u>Linda Spurgeon</u> Address: _____ City: _____ State: _____ Zip: _____ Telephone Numbers: Home: _____ Cell: _____	2. *Send Official Notices and Correspondence to: Name: <u>Linda Spurgeon</u> Address: _____ City: _____ State: _____ Zip: _____ Telephone Numbers: Home: _____ Cell: _____
---	--

3. *Medicare Reporting

Are you presently, or have you ever been, enrolled in Medicare Part A or B? Yes or No

IF YES please provide the following information- Medicare Claim Number: _____

Date of Birth: _____ Social Security Number: _____ Gender: M or F

4. Incident Information

*Date of Incident: 11-15-2015 **Time of Incident: 10:00 (AM/PM) **Location: _____

Weather Conditions: rain Bus Number: _____ Route: _____

**Name or ID of METRO Employee who allegedly caused injury or loss: _____

5. Witnesses involved:

Name	Address	Telephone:
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

6. *Amount Claimed- Property damage or loss and method of computation.
Attach supporting documentation (see instructions)

<u>pain and suffering</u>	\$ <u>500.-</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Amount Claimed:	\$ <u>500.-</u>

IF amount claimed over \$10,000, check the following:
Limited (up to \$25,000) Unlimited (over \$25,000)

METRO USE ONLY:

Claim # 15-0020

Date Received (date stamp):

RECEIVED

DEC 01 2015

SANTA CRUZ METRO
LEGAL DEPT

45 days 1/15/16

SC1115-16
SCMT-01527
8-01D.1

Attachment D

Claim for Damages Against the Santa Cruz Metropolitan Transit District


7. *Basis of Claim: State in detail the facts and circumstances of the incident. Identify all persons, entities and property involved. State why you believe METRO is responsible for the alleged injury, property damage or loss (use a separate sheet of paper if necessary).

I was on the Santa Cruz metro bus on a rainy day, I rang to get off in Scottsvalley. The bus stopped in Scottsvalley I got up from my seat to get off the bus. I was walking down the stairs, and I slipped and fell. After I was on the floor I noticed the floor and stairs were all wet from the rain outside. The bus driver asked me if I was ok. I said to him that my right ankle was hurt, but, I thought I would be ok. Around 1:00pm my brother had to take me to ER for my ankle.

8. *Description of Claimant's Injury, Property Damage or Loss:

I arrived at the ER around 1:30pm, the doctors xrayed my ankle and told me there were no broken bones, that I sprained my ankle, and that I won't be able to walk very good for about a week. My ankle was all swollen and bruised. It has been almost 2 weeks since my fall and I am still having problems walking.

9. *SIGNATURE


Claimant or Representative's Signature

Linda Spurgeon
Print Name

11-28-2015
Date

CRIMINAL PENALTY FOR PRESENTING A FALSE OR FRAUDULENT CLAIM IS IMPRISONMENT OR FINE OR BOTH (PENAL CODE §72)

Additional Information:

If claim is for **property damage**, please include the following documentation:

- Vehicle registration (if applicable)
- Two repair estimates



see attached paper from ER.

Attachment D

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: Liseth Guizar, Safety, Security and Risk Manager

RE: Claim of: Spurgeon, Linda
Date of Incident: 11/15/2015

Received: 12/1/2015 Claim #: 15-0020
Occurrence Report No.: SC1115-16

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$ _____ and reject the balance.

By  _____
Liseth Guizar
Safety, Security and Risk Manager

Date: 12/3/15

I, Gina Pye, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of December 11, 2015.

By _____
Executive Assistant to CEO

Date: _____

Attachment(s)

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DATE: December 11, 2015
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
**SUBJECT: ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL
DETAIL FOR THE MONTH OF AUGUST 2015**

I. RECOMMENDED ACTION

That the Board of Directors accept and file the preliminary approved Check Journal Detail for the month of August 2015.

II. SUMMARY

- This staff report provides the Board with a preliminary approved Check Journal Detail for the month of August 2015.
- 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 month of August 2015 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 August 2015 for purposes of Board review, agency disclosure, accountability and transparency.

V. ALTERNATIVES CONSIDERED

N/A

VI. ATTACHMENTS

Attachment A: Check Journal Detail for the Month of August 2015


Prepared By: Lorraine Bayer, Accountant II

VII. APPROVALS:

Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



Attachment A

DATE 10/02/15 13:02

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

PAGE 1

DATE: 08/01/15 THRU 08/31/15

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
53385	08/03/15	003151	3,953.90	ABC BUS INC		66735	INVENTORY ORDER	61.51	
53386	08/03/15	382	236.00	AIRTEC SERVICE INC.		66763	INVENTORY ORDER	3,796.85	
53387	08/03/15	001934	367.55	ALDRAN CHEMICAL, INC		66764	INVENTORY ORDER	95.54	
53388	08/03/15	192	151.50	ALWAYS UNDER PRESSURE		66773	RPR HVAC PC	236.00	
53389	08/03/15	001D	5,335.22	AT&T		66758	INVENTORY ORDER	367.55	
53390	08/03/15	144	299.06	BOSS MANUFACTURING CO.		66771	RPR LANDA	151.50	
53391	08/03/15	002035	905.00	BOWMAN & WILLIAMS INC		66731	6/19-7/18 CALNET 2	301.97	
53392	08/03/15	R662	385.00	BREILING, MARY		66732	6/19-7/18 CALNET 2	166.33	
53393	08/03/15	909	3,931.18	CLASSIC GRAPHICS		66784	6/19-7/18 CALNET2	4,866.92	
53394	08/03/15	001124	41,505.70	CLEAN ENERGY		66751	SAFETY BOOTS	299.06	
53395	08/03/15	003116	123.95	CUMMINS PACIFIC LLP		66770	JUN 15 SERVICES	905.00	
53396	08/03/15	002949	145.00	DEANE INDUSTRIAL MACHINING		66710	PC 0115-04	385.00	
53397	08/03/15	001329	125.00	DOC AUTO LLC		66736	RPR VEH #2812	1,315.67	
53398	08/03/15	432	2,747.07	EXPRESS SERVICES INC.		66737	RPR VEH #2812	2,615.51	
53399	08/03/15	002954	6,374.59	GCR TIRES & SERVICE	7	66744	LNG 7/11/15	10,848.95	
53400	08/03/15	117	1,230.53	GILLIG LLC		66745	LNG 7/7/15	10,530.70	
53401	08/03/15	282	1,601.85	GRAINGER		66746	LNG 7/3/15	10,176.85	
53402	08/03/15	003109	1,390.00	HANSON BRIDGETT LLP		66762	LNG 7/14/15	9,949.20	
53403	08/03/15	878	1,043.20	KELLY SERVICES, INC.		66766	INVENTORY ORDER	123.95	
53404	08/03/15	216	2,352.24	LABOR READY, INC.		66749	RPR VEH #2309	145.00	
53405	08/03/15	002893	325.00	LETTER PUBLICATIONS		66757	RPR VEH #1119 PC	125.00	
53406	08/03/15	T282	30.00	NAUERT, PAUL		66713	TEMP W/E 7/12/15	1,371.38	
53407	08/03/15	001063	7,046.93	NEW FLYER IND. CANADA ULC DBA		66718	TEMP W/E 7/19/15	1,375.69	
53408	08/03/15	002721	109.98	NEXTEL COMMUNICATIONS/SPRINT		66741	TIRES PC	159.37	
						66742	TIRES	1,020.24	
						66754	TIRES	1,036.92	
						66755	TIRES	485.83	
						66756	TIRES	1,168.69	
						66765	TIRES	2,503.54	
						66753	INVENTORY ORDER	1,230.53	
						66752	MINERAL OIL	90.30	
						66786	CREDIT	-22.37	
						66787	BALLASTS & LAMPS	707.59	
						66790	CREDIT	-15.16	
						66791	DIGITAL CLOCKS WTC	597.53	
						66792	LIGHTS MMF	243.96	
						66785	M# 032117.000002	1,390.00	
						66720	TEMP W/E 7/19/15	1,043.20	
						66779	TEMP W/E 7/17/15	1,069.20	
						66793	TEMP W/E 7/10 WTC	855.36	
						66794	TEMP W/E 7/3 WTC	427.68	
						66727	PUBLICATION TO JAN17	325.00	
						66709	10 TICKETS @ \$3/EA	30.00	
						66760	INVENTORY ORDER	100.55	
						66761	INVENTORY ORDER	6,946.38	
						66728	5/26-6/25 TVM WIRELE	109.98	

Attachment A

DATE 10/02/15 13:02

PAGE 2

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

DATE: 08/01/15 THRU 08/31/15

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
53409	08/03/15	750.38 003135	NORCON COMMUNICATIONS, INC.		66722	INTERCOMM BATTERY OP	750.38		
53410	08/03/15	360.45 004	NORTH BAY FORD LINC-MERCURY		66748	RPR VEH #1121 PC	360.45		
53411	08/03/15	5,896.66 003115	OFFICE TEAM		66724	TEMP W/E 6/26/15	1,441.44		
					66725	TEMP W/E 6/19/15	1,450.68		
					66726	TEMP W/E 6/12/15	1,210.44		
					66776	TEMP W/E 7/17/15	839.38		
					66777	TEMP W/E 7/10/15	954.72		
53412	08/03/15	108.26 043	PALACE ART & OFFICE SUPPLY		66714	OFFICE SUPPLIES	16.31		
					66715	OFFICE SUPPLIES	31.21		
					66716	OFFICE SUPPLIES	30.83		
					66789	OFFICE SUPPLIES	29.91		
53413	08/03/15	260.00 187	POLAR RADIATOR SERVICE INC		66747	RPR VEH #2217	260.00		
53414	08/03/15	107.66 882	PRINT SHOP SANTA CRUZ		66721	BUSINESS CARDS	107.66		
53415	08/03/15	551.10 003020	QUEST DIAGNOSTIC INC.		66772	DOT DRUG PANEL	551.10		
53416	08/03/15	7,330.62 R659	RANKIN STOCK HEABERLIN		66711	SC 07-14-08	5,644.32		
					66750	SC 07-14-08	1,686.30		
53417	08/03/15	322.90 003024	RICOH USA, INC CA		66730	4/1-6/30 IMAGES OPS	322.90		
53418	08/03/15	125,149.46 904	RNL/INTERPLAN, INC. A CA CORP		66795	PROF SVC THRU 6/28	125,149.46		
53419	08/03/15	396.41 079	SANTA CRUZ MUNICIPAL UTILITIES		66774	5/12-6/9 WATER PC	208.51		
					66775	6/10-7/9 WATER PC	187.90		
53420	08/03/15	905.00 001292	SANTA CRUZ RECORDS MNGMT INC		66767	SHREDDING	240.00		
					66768	YEAR END SHREDDING	665.00		
53421	08/03/15	14,280.00 080C	STATE BOARD OF EQUALIZATION		66717	10/1-9/30/16FUEL PER	14,280.00		
53422	08/03/15	472.63 170	TOWNSEND'S AUTO PARTS		66740	PAINT	472.63		
53423	08/03/15	54.70 003152	UNIFIRST CORPORATION		66743	LAUNDRY SERVICE	14.28		
					66788	LAUNDRY SERVICE	40.42		
53424	08/03/15	21.21 007	UNITED PARCEL SERVICE		66739	FREIGHT	21.21		
53425	08/03/15	75.00 E432	VALDEZ, RUBEN		66712	DMV EXAM REIMBURSEME	75.00		
53426	08/03/15	10,649.77 002829	VALLEY POWER SYSTEMS, INC.		66733	INVENTORY ORDER	8,694.21		
					66734	INVENTORY ORDER	1,923.82		
53427	08/03/15	56.12 434B	VERIZON CALIFORNIA		66759	INVENTORY ORDER	31.74		
53428	08/03/15	225.00 001165	VU, THANH DR. MD		66723	7/13-8/12 SKY-OCEAN	56.12		
					66729	DMV EXAM	75.00		
					66738	DMV EXAM	75.00		
					66778	DMV EXAM	75.00		
53429	08/10/15	128.00 382	AIRTEC SERVICE INC.		66845	RPR HVAC GOLF CLUB	128.00		
53430	08/10/15	8,750.00 001348	ATHENS INSURANCE SERVICE, INC.		66857	AUG 15 TPA FEES	8,750.00		
53431	08/10/15	717.75 003031	BROPRINTS INC		66841	INCIDENT REPORT	717.75		
53432	08/10/15	389.33 914	CALTRONICS BUSINESS SYSTEMS		66807	OFFICE SUPPLIES	389.33		
53433	08/10/15	287.95 001159	CATTO'S GRAPHICS, INC.		66850	RESERVED PARK SIGNS	287.95		
53434	08/10/15	3,482.47 001346	CITY OF SANTA CRUZ-FINANCE		66856	JAN-JUN CRM FEES	3,482.47		
53435	08/10/15	980.67 130	CITY OF WATSONVILLE UTILITIES		66831	SOLID WASTE WTC	711.32		
					66835	6/15-7/20 WATER WTC	247.53		
					66836	6/15-7/20 WATER WTC	21.82		
53436	08/10/15	247.95 909	CLASSIC GRAPHICS		66813	LOGO RPR VEH #1103PC	247.95		
53437	08/10/15	182.70 075	COAST PAPER & SUPPLY INC.		66847	CLEANING SUPPLIES	182.70		

Attachment A

DATE 10/02/15 13:02

PAGE 3

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

DATE: 08/01/15 THRU 08/31/15

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANS. DESCRIPTION	TRANSACTION AMOUNT	COMMENT
53438	08/10/15	003034	5,780.00	COASTAL LANDSCAPING INC. DBA		66829	JUL 15 LANDSCAPING	2,890.00	
53439	08/10/15	002063	208.82	COSTCO		66842	JUN 15 LANDSCAPING	2,890.00	
53440	08/10/15	003120	80.00	CSMFO MEMBERSHIP		66837	OFFICE SUPPLIES	208.82	
53441	08/10/15	002972	393.22	CUBE SOLUTIONS	7	66824	8/27/15 CHAPTER MEET	40.00	
53442	08/10/15	002946	337.50	DAY WIRELESS SYSTEMS		66825	8/27/15 CHAPTER MEET	40.00	
53443	08/10/15	E980	20.38	EUSSE-GIL, ANDREA		66816	OFFICE SUPPLIES	393.22	
53444	08/10/15	432	1,060.88	EXPRESS SERVICES INC.		66818	LMR PROJECT	112.50	
53445	08/10/15	001302	233.64	GARDA CL WEST, INC.		66819	LMR PROJECT	112.50	
53446	08/10/15	001189	232.63	GARY KENVILLE LOCKSMITH	7	66820	LMR PROJECT	112.50	
53447	08/10/15	002954	714.13	GCR TIRES & SERVICE		66827	TRAVEL REIMBURSEMENT	20.38	
53448	08/10/15	002979	213.94	HUNT & SONS, INC.		66832	TEMP W/E 7/26/15	1,060.88	
53449	08/10/15	878	1,043.20	KELLY SERVICES, INC.		66849	AUG 15 SERVICES	233.64	
53450	08/10/15	216	1,069.20	LABOR READY, INC.		66830	RPR CYPHER LOCK	232.63	
53451	08/10/15	852	974.24	LAW OFFICES OF MARIE F. SANG	7	66838	TIRES PC	714.13	
53452	08/10/15	003017	15,498.91	MANSFIELD OIL CO OF GAINSVILLE		66846	COMPRESSOR OIL	213.94	
53453	08/10/15	001063	1,424.85	NEW FLYER IND. CANADA ULC DBA		66800	TEMP W/E 7/26/15	1,043.20	
53454	08/10/15	003115	2,612.68	OFFICE TEAM		66853	TEMP W/E 7/24/15	1,069.20	
53455	08/10/15	009	21,572.84	PACIFIC GAS & ELECTRIC		66821	CL# 15000748	128.00	
53456	08/10/15	002939	45,220.10	PREFERRED BENEFIT		66822	CL# 14005515	670.24	
53457	08/10/15	E533	13.40	RODRIGUEZ, SENAIDA		66823	CL2005105939 7164812	176.00	
53458	08/10/15	R663	578.66	ROGERS, DAVID		66840	DIESEL 7/17/15	15,498.91	
53459	08/10/15	107A	179.45	SANTA CRUZ MUNICIPAL UTILITIES		66809	INVENTORY PARTS	1,126.46	
53460	08/10/15	079	2,441.69	SANTA CRUZ MUNICIPAL UTILITIES		66810	INVENTORY PARTS	74.99	
53461	08/10/15	122	198.00	SCMTD PETTY CASH - OPS		66817	TOOLING	223.40	
53462	08/10/15	957	528.00	SECURITY SHORING & STEEL PLT		66811	TEMP W/E 7/17/15	1,503.60	
53463	08/10/15	003010	117.00	TOYOTA MATERIAL HANDLING	7	66812	TEMP W/E 7/10/15	1,109.08	
53464	08/10/15	003152	13.47	UNIFIRST CORPORATION		66803	6/26-7/24 1200B RIVE	19.00	
53465	08/10/15	007	201.51	UNITED PARCEL SERVICE		66804	6/25-7/24 VERNON	6,960.26	
53466	08/10/15	946	29.37	UNITED SITE SERVICES OF CA INC		66806	6/25-7/23 GOLF	6,238.33	
						66844	6/25-7/23 1200B RIVE	2,408.04	
						66854	6/30-7/28 PACIFIC	3,194.22	
						66855	6/25-7/23 DUBOIS	2,752.99	
						66833	AUG 15 DENTAL	45,220.10	
						66826	TRAVEL REIMBURSEMENT	13.40	
						66796	SC 05-15-11	578.66	
						66802	8/3 STATEMENT	179.45	
						66801	5/6-6/3 WATER PAC IS	104.81	
						66848	5/6-6/3 PACIFIC	2,336.88	
						66797	REIMBURSEMENT	198.00	
						66851	5/24-6/23 MUD PLATES	264.00	
						66852	6/24-7/23 MUD PLATE	264.00	
						66814	FORK LIFT SERVICE	117.00	
						66815	LAUNDRY SERVICE	6.99	
						66828	LAUNDRY SERVICE FAC	6.48	
						66839	FREIGHT	201.51	
						66799	7/15-8/11 FENCE RENT	29.37	

Attachment A

DATE 10/02/15 13:02

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

PAGE 4

DATE: 08/01/15 THRU 08/31/15

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
53467	08/10/15	114.99 003125	114.99	VALIN CORPORATION		66808	PARTS FOR BUS WASHER	114.99	
53468	08/10/15	56.12 434B	56.12	VERIZON CALIFORNIA		66843	7/17-8/17 SKY-RIVER	56.12	
53469	08/10/15	11,365.68 001043	11,365.68	VISION SERVICE PLAN		66834	AUG 15 VISION	11,365.68	
53470	08/10/15	75.00 001165	75.00	VU, THANH DR. MD	7	66798	DMV EXAM	75.00	
53471M08	08/10/15	438.00 001272	438.00	CITY OF SANTA CRUZ - PLANNING		66858	PERMIT CURTAIN WALL	438.00	MANUAL
53472M08	08/10/15	356.25 001272	356.25	PERMIT CURTAIN WALL		66859	PERMIT OPS STAIRS	356.25	MANUAL
53473M08	08/10/15	2,000.00 002873	2,000.00	PERMIT OPS STAIRS		66904	TMS # 191952	2,000.00	MANUAL
53474	08/17/15	534.72 003151	534.72	USPS-HASLER		66897	INVENTORY ORDER	534.72	
53475	08/17/15	960.23 003105	960.23	ABC BUS INC		66889	6/24-7/23 WIFI BUSES	960.23	
53476	08/17/15	104.37 002363	104.37	AT&T MOBILITY		66917	BATTERIES	104.37	
53477	08/17/15	3,114.00 059	3,114.00	BATTERIES PLUS #314		66940	BATTERIES	3,114.00	
53478	08/17/15	947.45 845A	947.45	BATTERIES USA, INC.		66945	SEPT 15 COBRA	947.45	
53479	08/17/15	100.00 B034	100.00	BLUE SHIELD OF CALIFORNIA		66935	JUL 15 BOARD MEETING	100.00	
53480	08/17/15	50.00 B018	50.00	BOTTORFF, EDWARD A.		66936	JUL 15 BOARD MEETING	50.00	
53481	08/17/15	5,000.00 001324	5,000.00	BUSTICHI, DENE	7	66873	AUG 15 BOARD MEETING	5,000.00	
53482	08/17/15	50.00 B035	50.00	CAPITALEGE ADVOCACY, INC.		66937	AUG 15 LEGISALTE SVC	50.00	
53483	08/17/15	33,578.46 001124	33,578.46	CHASE, CYNTHIA		66886	JUL 15 BOARD MEETING	33,578.46	
				CLEAN ENERGY		66887	LNG 7/18/15	7,905.84	
						66903	LNG 7/9/15	10,830.62	
53484	08/17/15	3,112.08 075	3,112.08	COAST PAPER & SUPPLY INC.		66919	JUL 15 MAINTENANCE	14,842.00	
						66920	CLEANING SUPPLIES	141.38	
						66921	CLEANING SUPPLIES	167.04	
						66922	CLEANING SUPPLIES	2,608.24	
						66931	CLEANING SUPPLIES	195.42	
53485	08/17/15	535.32 002814	535.32	CREATIVE BUS SALES, INC.		66907	INVENTORY PARTS PC	535.32	
53486	08/17/15	1,809.87 003116	1,809.87	CUMMINS PACIFIC LLP		66911	INVENTORY ORDER	1,670.53	
						66934	RPR BUS #9814	139.34	
53487	08/17/15	2,000.00 002946	2,000.00	DAY WIRELESS SYSTEMS		66934	LMR PROJECT	2,000.00	
53488	08/17/15	57.40 002388	57.40	DOGHERRA'S INC.		66924	TOW VEH #706	57.40	
53489	08/17/15	1,311.00 432	1,311.00	EXPRESS SERVICES INC.		66916	TEMP W/E 8/2/15	1,311.00	
53490	08/17/15	17.73 372	17.73	FEDERAL EXPRESS		66941	FREIGHT	7.68	
						66942	FREIGHT	10.05	
53491	08/17/15	27,600.00 002955	27,600.00	FEENEY WIRELESS, LLC DBA	7	66906	7/1-6/30/16 HCMI KIT	27,600.00	
53492	08/17/15	109.84 001189	109.84	GARY KENVILLE LOCKSMITH	7	66864	DUPLICATE KEYS	109.84	
53493	08/17/15	1,981.44 647	1,981.44	GENFARE A DIV OF SPX CORP		66909	RPR FAREBOX	624.36	
						66910	TVM PARTS	101.79	
						66912	TVM PARTS	374.29	
						66928	RPR FAREBOX	156.60	
						66929	RPR FAREBOX	724.40	
53494	08/17/15	945.91 282	945.91	GRAINGER		66865	STOCK ORDER	668.41	
						66874	MMF SUPPLIES	101.16	
						66890	SHOP TOOLS	67.93	
						66913	VERNON HR MAILBOX	108.41	
53495	08/17/15	385.04 546	385.04	GRANITEROCK COMPANY		66894	VERNON PARKING LOT	385.04	

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53496	08/17/15	15,440.17 001745		HARTFORD LIFE AND ACCIDENT INS		66943	AUG 15 LIFE AD&D	4,172.52	
53497	08/17/15	170,141.20 003178		HILL INTERNATIONAL INC		66944	AUG 15 LTD	11,267.65	
53498	08/17/15	2,400.26 002979		HUNT & SONS, INC.		66930	JUN 15 MB PROJ MGMT	170,141.20	
53499	08/17/15	31.05 036		KELLY-MOORE PAINT CO., INC.		66918	PAINT SUPPLIES	2,400.26	
53500	08/17/15	38.06 001233		KIMBALL MIDWEST		66885	NON INVENTORY PART	31.05	
53501	08/17/15	288.00 852		LAW OFFICES OF MARIE F. SANG	7	66860	CL# 2010223492	38.06	
53502	08/17/15	643,744.14 003058		LEWIS C NELSON AND SONS INC		66948	CONST MB THRU 7/25	288.00	
53503	08/17/15	17.82 E182		LOGIUDICE, JASON		66926	MEAL REIMBURSEMENT	643,744.14	
53504	08/17/15	157.10 003059		MAILFINANCE INC		66927	MEAL REIMBURSEMENT	10.41	
53505	08/17/15	738.22 001063		NEW FLYER IND. CANADA ULC DBA		66892	7/28-8/27 LEASE	157.10	
53506	08/17/15	479.92 004		NORTH BAY FORD LINC-MERCURY		66939	RPR BUS #2804 & 1003	494.56	
53507	08/17/15	3,555.47 003115		OFFICE TEAM		66946	INVENTORY ORDER	178.97	
53508	08/17/15	853.63 043		PALACE ART & OFFICE SUPPLY		66947	INVENTORY ORDER	64.69	
53509	08/17/15	775.55 019		RAYNE OF SANTA CRUZ, INC.		66879	PC PARTS	479.92	
53510	08/17/15	424.94 001153		REPUBLIC ELEVATOR COMPANY INC		66861	TEMP W/E 7/24/15	848.99	
53511	08/17/15	289.42 002094		RICON CORPORATION		66914	TEMP W/E 7/31/15	1,503.60	
53512	08/17/15	50.00 B038		ROTKIN, MICHAEL E		66915	TEMP W/E 7/24/15	1,202.88	
53513	08/17/15	2,312.52 001379		SAFETY-KLEEN INC		66870	OFFICE SUPPLIES	717.53	
53514	08/17/15	306.45 135		SANTA CRUZ AUTO PARTS, INC.		66891	OFFICE SUPPLIES	73.09	
53515	08/17/15	40.00 001292		SANTA CRUZ RECORDS MNGMT INC		66893	OFFICE SUPPLIES	19.44	
53516	08/17/15	7,468.21 977		SANTA CRUZ TRANSPORTATION, LLC		66923	OFFICE SUPPLIES	43.57	
53517	08/17/15	1,500.00 001277		SJB GLOBALNET, INC.		66868	RPR EQUIPMENT	775.55	
53518	08/17/15	77.10 002245		STAPLES CONTRACT & COMM INC		66875	AUG 15 ELEVATOR SVC	424.94	
53519	08/17/15	2,050.00 002871		STATE ELECTRIC GENERATOR		66908	INVENTORY PARTS	289.42	
53520	08/17/15	395.77 003152		UNIFIRST CORPORATION		66938	JUL 15 BOARD MEETING	50.00	
						66876	PARTS WASHER HAZMAT	2,312.52	
						66881	INVENTORY PARTS PC	102.20	
						66882	CREDIT	-12.53	
						66883	INVENTORY PARTS	51.50	
						66884	RPR VEH #2310	3.10	
						66898	CREDIT	-71.82	
						66899	RPR VEH #1121 PC	134.00	
						66900	RPR VEH #2403 PC	100.00	
						66925	JUL 15 SHREDDING PC	40.00	
						66862	JUL 15 SERVICES	7,468.21	
						66877	AUG 15 SERVICE	1,500.00	
						66872	OFFICE SUPPLIES	77.10	
						66905	A/C SERVER ROOM PAC	2,050.00	
						66863	LAUNDRY SERVICE PC	6.99	
						66866	LAUNDRY SERVICE FAC	6.48	
						66867	LAUNDRY SERVICE FAC	40.42	
						66869	LAUNDRY SERVICE PART	14.19	
						66895	LAUNDRY SERVICE FAC	6.48	
						66896	LAUNDRY SERVICE FAC	40.42	
						66901	LAUNDRY SVC 1200B	69.01	

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53521	08/17/15	20.93 007	UNITED PARCEL SERVICE	66902	LAUNDRY SVC GOLF	211.78			
53522	08/17/15	105.25 001506	WESTERN STATES OIL CO.	66932	FREIGHT	20.93			
53523	08/17/15	2,390.39 003057	ZOOM IMAGING SOLUTIONS, INC.	66888	MULTI-PLEX GREASE	105.25			
53524	08/24/15	880.58 003151	ABC BUS INC	66871	7/14-7/22/15OVERAGES	2,390.39			
53525	08/24/15	1,561.00 382	AIRTEC SERVICE INC.	67040	INVENTORY ORDER	660.54			
53526	08/24/15	318.76 001G	AT&T	67050	INVENTORY ORDER	220.04			
53527	08/24/15	25,005.96 003129	B PLUS U LLP	66983	RPR HVAC GOLF	1,561.00			
53528	08/24/15	3,527.50 002035	BOWMAN & WILLIAMS INC	66969	8/5-9/4 REPEATER	318.76			
53529	08/24/15	59.75 001112	BRINKS AWARDS & SIGNS	67024	JUL15 WTC REIMBURSEM	3,227.21			
53530	08/24/15	7,006.03 001844	BRINKS INCORPORATED	67025	JUN15 WTC DESIGN SVC	21,778.75			
53531	08/24/15	762,766.58 502	CA PUBLIC EMPLOYEES'	67005	APR 15 BUS STOP RPR	2,747.50			
53532	08/24/15	92.89 M022	CAPELLA, KATHLEEN	67006	MAY 15 BUS STOP RPR	780.00			
53533	08/24/15	1,886.30 003081	CAPITOLA MALL LLC	67030	BUS BADGES	59.75			
53534	08/24/15	22.00 001346	CITY OF SANTA CRUZ-FINANCE	66960	JUL 15 1200B SERVICE	4,095.57			
53535	08/24/15	16,638.05 909	CLASSIC GRAPHICS	66961	JUL 15 1200B SERVICE	2,910.46			
53536	08/24/15	520.00 001124	CLEAN ENERGY	67014	SEPT 15 MEDICAL	762,766.58			
53537	08/24/15	269.19 E957	CLIFFORD, ALEX	66967	SEPT 15 RENT	1,886.30			
53538	08/24/15	1,153.42 163	COMMUNITY PRINTERS, INC.	67053	BODY PAINT SUPPLY	245.64			
53539	08/24/15	66.67 002063	COSTCO	67054	RPR BUS #2233	14,628.23			
53540	08/24/15	1,425.83 002814	CREATIVE BUS SALES, INC.	67056	RPR BUS #1304	419.71			
53541	08/24/15	3,000.00 003225	CTE CENTER FOR TRANSPORTATION	66992	CRANE SERVICE 4 RPR	520.00			
53542	08/24/15	6,308.00 003116	CUMMINS PACIFIC LLP	66949	MEETING REIMBURSEMEN	196.72			
53543	08/24/15	46.44 M039	DAVILA, ANA MARIA	66950	MEETING REIMBURSEMEN	72.47			
53544	08/24/15	4,275.00 003210	DEPARTMENT OF FORESTRY & FIRE	67031	CONVENIENCE COUPONS	1,153.42			
53545	08/24/15	623.38 003131	DYNAMIC SYSTEMS INC	67027	OFFICE SUPPLIES	66.67			
53546	08/24/15	1,069.50 432	EXPRESS SERVICES INC.	66970	INVENTORY PARTS PC	12.36			
53547	08/24/15	75.00 002295	FIRST ALARM	67049	INVENTORY ORDER PC	1,413.47			
53548	08/24/15	14,001.97 002952	FLYERS ENERGY LLC	66957	ANNUAL MEMBERSHIP	3,000.00			
53549	08/24/15	3,094.24 002954	GCR TIRES & SERVICE	66958	INVENTORY ORDER	1,400.83			
				66959	INVENTORY ORDER	149.98			
				67008	SEPT 15 RETIREE SUPP	46.44			
				66956	7/1-6/30 LOMA PRIETA	4,275.00			
				66955	ORACLE ANNUAL SUPPOR	623.38			
				66987	TEMP W/E 8/9/15	1,069.50			
				66965	JUL 15 DISPATCH PC	75.00			
				67033	7/15-7/31 FUEL PC	10,764.31			
				67061	PROPANE	22.96			
				67062	7/15-7/31NONREV FUEL	3,214.70			
				67034	TIRES	501.79			
				67035	TIRES PC	956.23			
				67036	TIRE SCRAP DISPOSAL	146.81			
				67037	TIRES	501.79			

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53550	08/24/15	7.53 117		GILLIG LLC		67038	TIRES	485.83	
53551	08/24/15	92.89 M041		GOUVEIA, ROBERT	0	67039	TIRES	501.79	
53552	08/24/15	79.30 282		GRAINGER		67047	INVENTORY PARTS	7.53	
53553	08/24/15	553.11 001097		GREENWASTE RECOVERY, INC.		67009	SEPT 15 RETIREE SUPP	92.89	
53554	08/24/15	321.25 E021		HILTNER, THOMAS		66993	LAMP	184.09	
53555	08/24/15	4,120.00 002117		IULIANO #2 LLC		66994	CREDIT	-143.89	
53556	08/24/15	9,735.00 003066		KIM FAMILY ENTERPRISES LLP		67028	NON INVENTORY ITEM	39.10	
53557	08/24/15	2,312.15 216		LABOR READY, INC.		66962	JUL15 GARBAGE PC	240.78	
53558	08/24/15	50.00 880		LEXISNEXIS INC		67015	7/1-9/30 BUSSTOP QTR	59.22	
53559	08/24/15	10.41 E182		LOGIUDICE, JASON		67016	JUL 15 WASTE SVTC	253.11	
53560	08/24/15	208.09 003059		MAILFINANCE INC		67007	TRAVEL REIMBURSEMENT	321.25	
53561	08/24/15	200.00 003061		NEOFUNDS BY NEOPOST DBA		67000	SEPT 15 RENT	4,120.00	
53562	08/24/15	535.35 001063		NEW FLYER IND. CANADA ULC DBA	7	67001	SEPT 15 RENT	9,735.00	
53563	08/24/15	109.98 002721		NEXTEL COMMUNICATIONS/SPRINT		66984	TEMP W/E 8/7/15	1,069.20	
53564	08/24/15	1,147.91 004		NORTH BAY FORD LINC-MERCURY		66995	TEMP W/E 7/31/15	173.75	
53565	08/24/15	3,240.74 003115		OFFICE TEAM		66996	TEMP W/E 7/31/15	1,069.20	
53566	08/24/15	3,714.40 009		PACIFIC GAS & ELECTRIC		67043	JUL 15 SERVICES	50.00	
53567	08/24/15	46.44 M109		PEREZ, CHERYL		66966	MEAL REIMBURSEMENT	10.41	
53568	08/24/15	1,500.00 050		PITNEY BOWES INC.		67032	9/7-12/6 LEASE PC	208.09	
53569	08/24/15	735.00 215		RICOH USA, INC. TX		66989	***-***-***-1598	200.00	
53570	08/24/15	92.89 M085		ROSSI, DENISE		67029	RPR BUS #2220	465.16	
53571	08/24/15	46.44 M030		ROWE, RUBY		67051	INVENTORY ORDER	70.19	
53572	08/24/15	290.47 135		SANTA CRUZ AUTO PARTS, INC.		67057	6/26-7/25 TVM WIRELE	109.98	
53573	08/24/15	11,026.74 002917		SANTA CRUZ METRO TRANSIT W/C		67046	RPR VEH #1117 PC	1,147.91	
53574	08/24/15	8,858.40 079		SANTA CRUZ MUNICIPAL UTILITIES		66964	TEMP W/E 7/31/15	1,030.71	
						67003	TEMP W/E 8/7/15	217.87	
						67004	TEMP W/E 8/7/15	858.60	
						67026	TEMP W/E 7/3/15	1,133.56	
						66997	7/6-8/3 SVTC	67.17	
						66998	7/7-8/4 SVT WTC PNR	2,435.83	
						67002	7/9-8/9 PARACRUZ	1,211.40	
						67010	SEPT 15 RETIREE SUPP	46.44	
						66988	PREPAID POSTAGE	1,500.00	
						67019	7/26-8/25 LEASE C/S	735.00	
						67011	SEPT 15 RETIREE SUPP	92.89	
						67012	SEPT 15 RETIREE SUPP	46.44	
						67018	INVENTORY PARTS	160.35	
						67060	INVENTORY ITEM	130.12	
						67023	JUL 15 W/C REPLENISH	11,026.74	
						66973	7/4-8/5 GARB/WAT VER	515.99	
						66974	7/4-8/5 WAT/GARB DUB	537.14	
						66975	7/4-8/5 WAT/GAR GOLF	1,289.21	
						66976	7/4-8/5 GOLF IRRIG	71.10	
						66977	7/4-8/5 WAT/GAR PACI	2,680.38	
						66978	7/4-8/5 WAT/GAR PACI	104.87	
						66979	7/4-8/5WAT/GAR 1200B	2,668.95	

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53575	08/24/15					66980	7/4-8/5 GARB CED&WAT	919.66	
53576	08/24/15	3.72 002459		SCOTT'S VALLEY WATER DISTRICT		66981	7/4-8/5 IRRIG VERNON	71.10	
53577	08/24/15	2,500.00 002267		SHAW / YODER / ANTIWTH, INC.		66991	JUL 15 REC WATER SVT	3.72	
53578	08/24/15	140.00 115		SNAP-ON INDUSTRIAL		67042	AUG 15 LEGISLATE SVC	2,500.00	
53579	08/24/15	13,580.18 001075		SOQUEL III ASSOCIATES	7	67048	SHOP TOOL RPR	140.00	
53580	08/24/15	42.79 002245		STAPLES CONTRACT & COMM INC		66968	SEPT 15 RENT	13,580.18	
53581	08/24/15	729.76 001800		THERMO KING OF SALINAS, INC		66971	OFFICE SUPPLIES	42.79	
		485.30 002675		THOMSON REUTERS BARCLAYS WEST		66985	INVENTORY PARTS	729.76	
53582	08/24/15	556.79 003037		TYCO INTEGRATED SECURITY		66986	7/5-8/4 SERVICES	135.95	
53583	08/24/15	3,823.30 057		U.S. BANK		66972	JUL 15 SERVICES	349.35	
						67020	9/1-11/30ALARM 1200B	556.79	
						67021	****-****-****-5056	2,974.89	
						67022	****-****-****-3829	159.00	
						67044	****-****-****-0811	689.41	
53584	08/24/15	273.35 003152		UNIFIRST CORPORATION		67044	LAUNDRY SVC 1200B	69.01	
53585	08/24/15	56.18 007		UNITED PARCEL SERVICE		67045	LAUNDRY SERVICE GOLF	204.34	
53586	08/24/15	1,117.08 434		VERIZON WIRELESS	0	66982	FREIGHT	56.18	
53587	08/24/15	3,500.00 003074		WAVE CREST DEVELOPMENT INC.		66952	7/2-8/1 PUSH2TALK PC	480.36	
53588	08/24/15	46.44 M088		YAGI, RANDY		66953	7/2-8/1 PUSH2TALK	327.78	
53589	08/27/15	261.75 001272		CITY OF SANTA CRUZ - PLANNING	0	66963	7/2-8/1 TELECOM PC	308.94	
				PERMIT REVISION MB		66999	SEPT 15 RENT	3,500.00	
53590	08/27/15	1,212.55 001272		CITY OF SANTA CRUZ - PLANNING		67013	SEPT 15 RETIREE SUPP	46.44	
				PERMIT REVISION MB		67141	PERMIT REVISION MB	261.75	MANUAL
53591	08/31/15	1,001.34 003151		ABC BUS INC		67142	PERMIT REVISION MB	1,212.55	MANUAL
53592	08/31/15	32.21 002861		AMERICAN MESSAGING SVCS, LLC		67103	INVENTORY ORDER	445.64	
53593	08/31/15	143.76 294		ANDY'S AUTO SUPPLY	0	67115	INVENTORY PARTS	555.70	
						67150	AUG 15 PAGER RENTAL	32.21	
						66878	PC PARTS	107.02	
						66880	CREDIT	-109.78	
53594	08/31/15	88.54 001G		AT&T		67137	INVENTORY PARTS	136.74	
53595	08/31/15	105.00 478		BEE CLENE INC	0	67138	HALOGEN CAPSULE	9.78	
53596	08/31/15	11.96 034		BLUEPRINT EXPRESS	7	67102	8/7-9/6 REPEATERS	88.54	
53597	08/31/15	7,562.33 001356		BRENCO OPERATING-TEXAS, LP		67113	STEAM CLEANING	105.00	
						67114	BLUEPRINTS	11.96	
						67087	02 SENSORS	4,039.25	
53598	08/31/15	229.19 001112		BRINKS AWARDS & SIGNS	7	67101	SPARK PLUGS	3,523.08	
53599	08/31/15	53.82 E916		BRUBECK, DELEE		67065	BADGES	229.19	
53600	08/31/15	637.38 914		CALTRONICS BUSINESS SYSTEMS		67143	TRAVEL REIMBURSEMENT	53.82	
53601	08/31/15	72.98 667		CITY OF SCOTT'S VALLEY		67109	OFFICE SUPPLIES	637.38	
53602	08/31/15	49.40 130		CITY OF WATSONVILLE UTILITIES		67108	3/15-5/15 SEWER SVT	72.98	
53603	08/31/15	79,374.52 001124		CLEAN ENERGY		67081	7/13-8/10 WATER WTC	49.40	
						67110	COLD END ASSY SBF	9,090.64	
						67120	LNG 8/4/15	10,349.23	
						67121	LNG 8/1/15	10,073.21	

Attachment A

DATE 10/02/15 13:02

PAGE 9

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

DATE: 08/01/15 THRU 08/31/15

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
53604	08/31/15	8,778.00	003102	CLEVER DEVICES LTD		67122	LNG 7/28/15	10,914.77	
53605	08/31/15	460.00	413	COLUMBIA EQUIPMENT COMPANY INC		67123	LNG 7/30/15	10,943.91	
53606	08/31/15	444.11	002814	CREATIVE BUS SALES, INC.		67152	LNG 7/24/15	10,896.44	
53607	08/31/15	3,127.59	003116	CUMMINS PACIFIC LLP		67153	LNG 7/21/15	9,439.98	
						67154	LNG 7/16/15	7,666.34	
						67068	FY16 WARRANTY PC	8,778.00	
						67104	INVENTORY ORDER	460.00	
						67066	SEAT MOUNT POCKET CV	444.11	
						67085	INVENTORY ORDER	3,080.89	
						67100	RPR COACH #1002	46.70	
						67069	SEPT 15 WORK SESSION	4,500.00	
						67124	DOT DRUG TESTING	57.79	
						67088	TIRES	1,251.78	
						67089	TIRES	463.92	
						67090	TIRES	1,020.24	
						67127	TIRES	485.83	
						67128	TIRES	1,251.78	
						67072	A/P CHECKS	725.16	
						67111	STR ADAPTER	4.47	
						67067	TEMP W/E 8/2/15	195.60	
						67106	TEMP W/E 8/16/15	1,184.60	
						67112	PAINT SLV SHELTER	113.13	
						67125	JOB RECRUITMENT	9,500.00	
						67079	JUN 15 SERVICE	50.00	
						67064	MEAL REIMBURSEMENT	10.41	
						67063	SEPT 15 MEDICAL	722.67	
						67135	CREDIT	-23.71	
						67140	RPR VEH #1127 PC	421.83	
						67073	JUL 15 SERVICES	216.97	
						67074	CREDIT	-21.86	
						67075	CREDIT	-196.47	
						67076	CREDIT	-892.59	
						67077	CREDIT	-34.68	
						67078	CREDIT	-33.09	
						67080	CREDIT	-233.05	
						67086	LAMP	1,710.86	
						67116	INVENTORY PARTS	1,032.37	
						67118	INVENTORY PARTS	61.34	
						67119	RPR VEH #1206	566.50	
						67129	INVENTORY PARTS	725.00	
						67145	STANDARDS TRAINING	183.25	
						67083	OFFICE SUPPLIES	41.19	
						67084	OFFICE SUPPLIES	190.50	
						67092	AUG 15 PEST VERNON	248.50	
						67093	AUG 15 PEST DUBOIS	53.50	
						67094	AUG 15 PEST METROMKT		
53622	08/31/15	725.00	003226	OSHA TRAINING CENTER					
53623	08/31/15	224.44	043	PALACE ART & OFFICE SUPPLY					
53624	08/31/15	550.50	481	PIED PIPER EXTERMINATORS, INC.					

DATE 10/02/15 13:02

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

PAGE 10

DATE: 08/01/15 THRU 08/31/15

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
53625	08/31/15	003020	150.30	QUEST DIAGNOSTIC INC.		67095	AUG 15 PRST BETTYS	58.00	
53626	08/31/15	R659	1,283.00	RANKIN STOCK HEABERLIN		67126	JUL 15 DRUG TESTING	150.30	
53627	08/31/15	018	535.49	SALINAS VALLEY FORD SALES INC		67096	SC 07-14-08	1,283.00	
53628	08/31/15	135	298.44	SANTA CRUZ AUTO PARTS, INC.		67117	INVENTORY PARTS	535.49	
						67070	INVENTORY PARTS PC	44.15	
						67139	RPR VEH #1113	29.74	
						67146	RPR VEH #315 PC	41.83	
						67147	RPR VEH #315 PC	36.79	
						67148	RPR VEH #315 PC	60.56	
						67149	GLASS BEADS	85.37	
53629	08/31/15	001292	40.00	SANTA CRUZ RECORDS MNGMT INC		67082	AUG 15 SHREDDING PC	40.00	
53630	08/31/15	104	47.76	STATE STEEL COMPANY	0	67136	STEEL FABRICATION	47.76	
53631	08/31/15	003152	6.99	UNIFIRST CORPORATION		67151	LAUNDRY SERVICE	6.99	
53632	08/31/15	007	33.75	UNITED PARCEL SERVICE		67071	FREIGHT	33.75	
53633	08/31/15	002829	4,528.05	VALLEY POWER SYSTEMS, INC.		67058	CREDIT	-407.81	
						67059	INVENTORY ITEM	28.09	
						67098	INVENTORY ORDER	372.45	
						67099	TURBOCHARGER	2,518.51	
						67130	INVENTORY PARTS	1,725.45	
						67131	INVENTORY PARTS	15.59	
						67132	INVENTORY PARTS	23.78	
						67133	INVENTORY PARTS	7.35	
						67134	INVENTORY PARTS	244.64	
53634	08/31/15	434B	56.89	VERIZON CALIFORNIA		67107	8/16-9/15 SKY-RIVER	56.89	
53635	08/31/15	434	950.25	VERIZON WIRELESS	0	67144	7/13-8/12WIFI PCCARD	950.25	
53636	08/31/15	001165	75.00	VU, THANH DR. MD	7	67091	DMV EXAM	75.00	
53637	08/31/15	001506	2,211.52	WESTERN STATES OIL CO.		67097	BULK FLUIDS/OIL	2,211.52	
TOTAL			2,394,077.77	ACCOUNTS PAYABLE			TOTAL CHECKS	253	2,394,077.77



DATE: December 11, 2015
TO: Board of Directors
FROM: Alex Clifford, CEO
**SUBJECT: ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD
OF DIRECTORS MEETING OF NOVEMBER 13, 2015**

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 November 13, 2015

II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meetings of November 13, 2015
- 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 November 13, 2015

Prepared by: Gina Pye, Executive Assistant

VII. APPROVALS:

Alex Clifford, CEO/General Manager



Attachment A



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
REGULAR MEETING
NOVEMBER 13, 2015 – 8:30 AM
809 CENTER STREET
SANTA CRUZ, CA**

A regular meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, November 13, 2015, 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 and is available for inspection at Santa Cruz METRO's Administrative offices at 110 Vernon Street, Santa Cruz, California.

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SECTION I: OPEN SESSION

1 CALL TO ORDER at 8:37AM by Chair Bustichi

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

Director Ed Bottorff	City of Capitola
Director Dene Bustichi, Chair	City of Scotts Valley
Director Karina Cervantez	City of Watsonville
Director Jimmy Dutra	City of Watsonville
Director Zach Friend	County of Santa Cruz
Director Donald "Norm" Hagen	County of Santa Cruz
Director Don Lane	City of Santa Cruz
Director Bruce McPherson	County of Santa Cruz
Director Mike Rotkin, Vice Chair	County of Santa Cruz
Ex-Officio Director Donna Blitzer	UC Santa Cruz

The following Directors were absent:

Director Cynthia Chase	City of Santa Cruz
Director John Leopold	County of Santa Cruz

STAFF PRESENT:

Alex Clifford, CEO
Leslyn Syren, District Counsel

DRAFT

8-03A.1

Attachment A

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

Heather Adamson, AMBAG
Angela Aitken, METRO
Erron Alvey, METRO
Joan Jeffries, METRO
Debbie Kinslow, METRO

Karena Pushnik, METRO
Suzanne Silva, METRO
Robyn Slater, METRO
Daniel Zaragoza, METRO

3 ANNOUNCEMENTS

Chair Bustichi acknowledged Carlos Landaverry's presence and noted his availability for Spanish interpretation as needed. Carlos introduced himself and his services in Spanish.

Chair Bustichi announced Jenney Odell will be today's Community Television technician.

Chair Bustichi announced the following items were distributed to Board members and available for public viewing at the rear of the room:

Item 8-12: Retroactive Salary Adjustment, Attachment A, has been revised to correct a copying error. The "5" in "2015" and the "f" in the word "of" have been added. (See highlights)

Invitation to meet and greet Watsonville's new City Manager, Mr. Charles Montoya, on Thursday, 12/3/15, 4-6P, at Watsonville's Civic Plaza Community Room

11/9/15 letter from the Board of Supervisors regarding Notification of At Large Vacancy, Donald Norm Hagen, on the METRO Board of Directors

Item 10: Photographs to accompany Mr. Kreck's oral quarterly report regarding the status of the Operations facility will be projected. Paper copies were not distributed.

4 COMMUNICATIONS TO THE BOARD OF DIRECTORS

- Document Dated October 23, 2015 Re: Public Communications from Ernestina Saldana, Chair Santa Cruz County Commission on Disabilities

Hearing no comments from the public, the meeting proceeded to the next agenda item.

5 WRITTEN COMMUNICATIONS FROM MAC

Having none, the meeting proceeded to the next agenda item.

6 LABOR ORGANIZATION COMMUNICATIONS

Chair Bustichi opened the floor to public comment.

Hearing no comments from the public, the meeting proceeded to the next agenda item.

Director McPherson told the assembly about a recent Silicon Valley Group Leadership event he and Directors Friend and Leopold attended where he was able to deliver letters from METRO's CEO, Board Chair and other California State organizations to US Secretary Perez

Attachment A

MOTION PASSED WITH 8 AYES (Directors Bottorff, Bustichi, Cervantez, Dutra, Hagen, Lane, McPherson and Rotkin). Director Friend abstained from Item 8-04 due to his absence at the October 23, 2015 meeting. Directors Chase and Leopold were absent.

REGULAR AGENDA

- 9 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS FOR IDAN ALVARA, RHIANNON AXTON, ED DAVIDSON, JUAN HERNANDEZ, JUAN FERNANDEZ MAGANA, PETER MILBURN, JOY J. OLANDER, JAIME RENTERIA, SENaida RODRIGUEZ, CHRIS SULLIVAN, HECTOR TORRES, VALENTIN ZARATE
While Vice Chair Rotkin read the names and longevity of METRO employees, Chair Dene Bustichi presented the individual plaques and pins.

Chair Bustichi thanked Idan Alvarado for his services as a Van Driver, noting that drivers are the backbone of service. Mr. Alvarado thanked the Board and said he was proud to be at METRO and happy to serve the South County community. He also thanked April Warnock for her warm welcome 10 years ago and Daniel Zaragoza for his advice through the years.

Chair Bustichi expressed his appreciation to Ed Davidson, Bus Operator, for his 10 years of service. Mr. Davidson said he appreciates the opportunity to serve the community and hopes for 10 more years.

Chair Bustichi thanked Juan Fernandez Magana, Bus Operator, for his 10 years of service. He said the drivers are part of a family, a fraternity of brothers. Mr. Magana thanked the Board for the opportunity and said it's been awesome to have the experience. He hopes to return to the Board in another 10 years.

Chair Bustichi thanked Chris Sullivan, Paratransit Supervisor, for providing service to those who need it most. Mr. Sullivan thanked METRO for making his life so much better than it was 10 years ago; he is truly grateful for the opportunity everyday and thanked the Board, CEO Clifford, April Warnock and Daniel Zaragoza.

Vice Chair Rotkin read the names of the METRO employees who were unable to attend today's meeting:

- Peter Millburn, 30 years,
- Hector Torres, 10 years
- Valentin Zarate, 10 years
- Joy Olander, 10 years
- Jaime Renteria, 10 years
- Senaida Rodriguez, 10 years

Upon her arrival, Chair Bustichi thanked Rhiannon Axton, Bus Operator, for her 10 years of service adding that the drivers are the faces the public sees. Ms. Axton said her favorite part of the job is the community that is built in and around the bus. She shared a couple of experiences that demonstrated the little moments she remembers, the things that restore one's faith in humanity.

- 10 QUARTERLY ORAL REPORT REGARDING THE STATUS OF CONSTRUCTION ON THE JUDY K. SOUZA OPERATIONS FACILITY COMPONENT OF THE METROBASE PROJECT

Attachment A

Andy Kreck, Project Manager, Hill International, reminded the assembly of how the building is truly a part of the community by projecting recent photographs of the Operations facility which included Tony Souza, the son of Judy K. Souza, whose mother the building is dedicated to.

He also highlighted various aspects of the project: the anticipated rising of the communication tower, the landscaping, etc.

Vice Chair Rotkin asked if the projected rain could impact any of the remaining work. Mr. Kreck responded that he believes we are "buttoned up" and does not anticipate any storm delays. In fact, the little rain experienced to date had been helpful in that it allowed us to correct a couple of things.

Chair Bustichi added that doors from the exterior to the interior can hold up the installation of flooring and temperature control for finish work; climate control can keep shrinkage and damage to a minimum.

Hearing no public comment, the meeting proceeded to the next agenda item.

- 11 ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF JULY 31, 2015

Angela Aitken, Finance Manager, provided commentary to the presentation.

Directors Rotkin and Dutra questioned the timing of the projected and actual sales tax reporting. Ms. Aitken responded that the sales tax revenue is calculated monthly as an estimate while the actuals are provided quarterly.

Chair Bustichi thanked Ms. Aitken for including the overtime information he had requested at the last meeting.

Hearing no public comment, the Board moved to make a motion.

ACTION: MOTION TO ACCEPT THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF JULY 31, 2015 AS PRESENTED

MOTION: DIRECTOR ROTKIN

SECOND: DIRECTOR LANE

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

- 12 ACCEPT THE PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 1.73% FOR FEDERALLY FUNDED PROCUREMENTS FOR FFY15 - FFY17 AND OPEN THE PUBLIC COMMENT PERIOD BEGINNING NOVEMBER 13, 2015

Angela Aitken, Finance Manager and DBE Liaison Officer, provided commentary to the presentation, noting that we have submitted a new goal of 1.73% and anticipate going to public hearing on January 22, 2016.

Vice Chair Rotkin remembered when METRO had been overly ambitious years ago with an original goal between 30-40%. Over the decades since, we have come to realize that there aren't a lot of firms available to do the work we need done. He asked what the situation is throughout the County.

Attachment A

District Counsel Syren responded that we do have some problems meeting our goal; in part due to being part of the 9th Circuit where there exists a case which limits our abilities. A contractor cannot award a subcontract solely based on DBE status. As a result we have good faith efforts to reach out to the DBE community and we ask contractors to work more effectively with the DBE community. It is difficult to get bids on some types of projects as some of the federally funded projects typically limit the type of contract we can issue and from that there is a small subset of those who qualify. We are attempting to increase our goals. She reminded the assembly that it is not unusual for agencies to not achieve this goal. She added that if METRO were to look at contracts other than those which are federally funded, we would exceed our goal.

Vice Chair Rotkin agreed there isn't much more staff can do and expressed his appreciation for their efforts.

Speaking as a general contractor who has been involved in many public works, Chair Bustichi noted it can cost from \$500 to \$1,000 per project to advertise for DBE businesses and they often don't get a response; that is, they advertise with no results.

Hearing no public comment, the Board moved to make a motion.

ACTION: MOTION TO ACCEPT THE PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 1.73% FOR FEDERALLY FUNDED PROCUREMENTS FOR FFY15 - FFY17 AND OPEN THE PUBLIC COMMENT PERIOD BEGINNING NOVEMBER 13, 2015 AS PRESENTED

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

13 ORAL PEPRA UPDATE

Leslyn Syren, General Counsel, provided an oral update on PEPRA, the issues it has created for federal and state governments and some of the problems METRO is facing.

A number of transit agencies have entered into agreements with the Department of Labor (DOL) to obtain funds within which the DOL has proposed terms and conditions to certify applicable grants. One of the key elements is the restoration of collective bargaining rights in the event the decision is held up in the courts. The problem is California law may not have changed, which would leave PEPRA on the books; meaning the best pension benefit provided would be at the PEPRA rate of 2% at 62.

Some of the largest agencies in California (Los Angeles, Orange, Sac RT) have agreed to the terms and are receiving federal funds. However, they are also contesting the DOL decision and have provided a letter to the DOL stating they have issues with the terms; requesting that the DOL acknowledge this will be problem for California. While it allows the flow of federal funds flow, it could potentially cause a problem down the road for the transit agencies. At some point, it would be difficult for DOL to isolate one agency and not fund their grants.

The second problem is with "purgatory" or "gap" employees. At least one agency is seeking an administrative appeal of the PERS action. METRO would like to provide a declaration,

Attachment A

with Board support, which supports an appeal and outlines the current and future problems for the two tier employees.

Most recently, there have been requests seeking legislative relief. Assemblyman Mark Stone has been approached and asked to bring a bill that would clarify what is intended by the “gap” period. METRO hopes those employees will be considered to have a vested right in the benefit that was provided to them at time of hire. We are seeking approval to join in this effort to seek clarifying legislation in regards to PEPRA as the best case scenario seems to be getting legislation before the state.

Vice Chair Rotkin asked if METRO had signed this agreement and what the nature of the most successful agreement would be. District Counsel Syren responded that we have not signed the agreement to date. The current court decision was remanded back to DOL for further proceedings, whereupon the DOL repeated their prior action and included in their basis the denial of collective bargaining rights with an impact on rights under 13c.

Chair Bustichi opened the floor to public comment.

Eduardo Montesino, UTU representative, thanked Ms.Syren for eloquently stating PEPRA's stance. He agreed that we need to move forward and sign the agreement; it will take awhile for this to be cleared up. Mr. Montesino has spoken with Assemblyman Stone about the impact on more than 40 employees within the District and the impact of the “gap” period.

Vice Chair Rotkin asked if UTU was involved nationally. Mr. Montesino answered yes; they are responsive to our desired outcome and would not oppose it. The letter of agreement is critical.

Chair Bustichi requested clarification of the action requested. Ms. Syren responded that METRO is asking to participate with other transit agencies to develop legislation with Assemblyman Stone which would help resolve the issue with “gap” employees. The Board would have the opportunity to review the letter of agreement before METRO signs.

Director Dutra asked how many organizations are willing to work on this. Ms. Syren answered VTA and MST, at a minimum. There may be 10 transit agencies that have been affected. Part of the problem is not every transit agency is a member of CALPERS; some have their own retirement systems.

MOTION TO AUTHORIZE STAFF TO PARTICIPATE WITH OTHER TRANSIT AGENCIES AND ENCOURAGE STAFF TO DEVELOP LEGISLATION WITH ASSEMBLYMAN STONE TO HELP RESOLVE THIS ISSUE. THE PROPOSED LETTER OF AGREEMENT TO BE REVIEWED BY THE BOARD PRIOR TO SUBMITTAL.

MOTION: DIRECTOR ROTKIN

SECOND: DIRECTOR DUTRA

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

14 **CEO TO GIVE ORAL REPORT**

Alex Clifford, CEO/General Manager, introduced Mr. Barrow Emerson, METRO's new Planning and Development Manager, and provided a bit of his employment background noting he has worked over 30 years in transit around the world. Mr. Emerson thanked the Board and said he was eager to get to work on the hard work we have ahead.

Attachment A

CEO Clifford informed the Board of his twice yearly All Hands Meetings being held this week which provide an opportunity to meet with employees at the various work sites and provide updates, answer questions, hear comments, etc. directly from the employees. Additionally, the latest Quarterly CEO Newsletter had been distributed. This issue was dedicated to the hard work of employees beyond the call of duty. There were outstanding jobs at every level in every department.

METRO will bring the NOLO application to the December 2015 Board Meeting for approval to match the federal funding requirement. This represents the first opportunity to obtain electric buses and charging stations as authorized by the Board earlier this year.

CEO Clifford spoke regarding Sam Farr's retirement announcement. His decision not to run for re-election will be felt throughout the industry; he has been a great transportation advocate.

CEO Clifford provided updates to the State and Federal funding efforts and the letters sent to the various representatives requesting their support of the various bills under consideration.

Vice Chair Rotkin asked if a visit with Senator Boxer would be worthwhile at this time. CEO Clifford responded that he is talking with Chris Giglio who is working to determine the correct timeframe. In an era of earmarks, going to DC was a common occurrence. Today's transportation funding is a different environment; the use of APTA and bus coalition contacts is more common. He will keep the Board informed.

Chair Bustichi said that METRO had been a charter member of the Bus Coalition and asked how that organization is doing. CEO Clifford responded that he participates in once to twice weekly conference calls. In fact, the Coalition is largely responsible for ensuring the inclusion of the bus and bus facilities in the proposed bill. Chair Bustichi requested that CEO Clifford return to the Board at a future date with a formal report on the Bus Coalition.

15 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Leslyn Syren, General Counsel announced the following items:

- CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Significant Exposure to litigation pursuant to subdivision (c) of Government Code Section 54956.9 – 2 cases
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: District Counsel

Chair Bustichi announced, and District Counsel Syren concurred, a report after was not anticipated.

16 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, DECEMBER 13, 2015 AT 8:30 AM, METRO ADMIN OFFICES, 110 VERNON STREET, SANTA CRUZ

Chair Bustichi announced the next meeting as referenced above.

Attachment A

Board of Directors Meeting Minutes
November 13, 2015
Page 9 of 9

- 17 **ADJOURNMENT**
 Chair Bustichi adjourned the meeting at 9:52A

Respectfully submitted,

Gina Pye
Executive Assistant

DRAFT

8-03A.9

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DATE: December 11, 2015
TO: Board of Directors
FROM: Alex Clifford, CEO
**SUBJECT: ACCEPT AND FILE MINUTES FOR THE METRO ADVISORY
COMMITTEE (MAC) MEETING OF OCTOBER 21, 2015**

I. RECOMMENDED ACTION

**That the Board of Directors accept and file the minutes for the METRO
Advisory Committee (MAC) meeting of October 21, 2015.**

II. SUMMARY

- Staff is providing minutes from the MAC meeting on October 21, 2015.
- 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 meeting of
October 21, 2015

Prepared By: Dawn Martin, Administrative Assistant

V. APPROVALS:

Alex Clifford, CEO/General Manager

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

MINUTES

MAC MEETING OF OCTOBER 21, 2015

Attachment A



The METRO Advisory Committee (MAC) met on Wednesday, October 21, 2015 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 6:04 p.m.

ROLL CALL

MEMBERS PRESENT

Veronica Elsea, Chair
Naomi Gunther, Vice-Chair
Joseph Martinez
Donald Peattie

Michael Pisano
Ernestina Saldana
Becky Taylor

MEMBERS ABSENT

Nicona Keesaw

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

Ciro Aguirre, METRO

April Warnock, METRO

2 AGENDA ADDITIONS/DELETION

None

3 ORAL/WRITTEN COMMUNICATION

Ms. Becky Taylor, MAC Member, brought to the committee's attention the signs on the 68 bus stops showing they leave the Mall at a quarter past the hour, even though the buses are departing at half past the hour. In addition, Ms. Taylor spoke with a rider who was having difficulty making her connection at the Capitola Mall, and suggested if the 69 from Watsonville departed seven minutes earlier this may resolve the situation.

COO Aguirre reported METRO is going through a transition in our Grants/Planning department. Mr. Erich Friedrich, Senior Transit Planner has resigned and joined AMBAG. We are actively recruiting to replace Mr. Friedrich. Also, Ms. Carolyn Derwing, Schedule Analyst has resigned and joined SamTrans. Ms. Andrea Eusse-Gil has been promoted to the Schedule Analyst position.

Mr. Joey Martinez, MAC Member, spoke about the need for lighting at the Watsonville bus stops on both sides of Safeway. Mr. Martinez stated that the area is very dark until the bus approaches with the high beams on.

Chair Elsea asked about the bus stop, inbound, at Soquel and 41st Avenue and where did it go? COO Aguirre reported that the bus stop had been moved further back from the original location. This bus stop will be improved, making a cutout further south, as soon as funding is available.

8-04A.1

Attachment A

Minutes – METRO Advisory Committee

October 21, 2015

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4 ACCEPT & FILE MINUTES FROM THE METRO ADVISORY COMMITTEE MEETINGS:

MOTION: ACCEPT & FILE MINUTES FROM THE METRO ADVISORY COMMITTEE MEETING ON AUGUST 19, 2015

MOTION: GUNTHER

SECONDED: PEATTIE

ABSTENTION: ELSEA

MOTION: CARRIED

MOTION: ACCEPT & FILE MINUTES FROM THE METRO ADVISORY COMMITTEE MEETING ON SEPTEMBER 16, 2015

MOTION: TAYLOR

SECONDED: PISANO

ABSTENTION: GUNTHER

MOTION: CARRIED

5 COMMUNICATIONS FROM METRO ADVISORY COMMITTEE

Chair Elsea reported there was no written communication during the months of August or September.

Chair Elsea discussed the Ad Hoc meeting she attended with CEO Clifford, General Counsel Syren and Board members to review the MAC Bylaws. Chair Elsea reiterated the request to have MAC meet monthly vs. bi-monthly, clarified what MAC's responsibilities are with the Board, discussed ways to have the Board better utilize MAC, understand what the committee is, its value and the commitment of the MAC members. Chair Elsea also requested keeping the bylaw that gives the committee the ability to add or delete emergency items to the agenda. Chair Elsea felt the meeting was well received and members receptive. Chair Elsea will continue to follow up and report to MAC.

Mr. Martinez shared he was riding the 91 from Watsonville that took a route other than Highway 1. COO Aguirre explained METRO is experimenting with routes out of Watsonville by taking back roads which has lessened the existing route by 10-12 minutes.

6 ACCEPTED AND FILED – PARACRUZ ROUTE RIDERSHIP REPORT

None

Ms. April Warnock, Paratransit Superintendent, reported the ParaCruz reports will be available quarterly.

Ms. Warnock communicated the changes that were implemented in September have been going pretty smoothly, although five people lost service. The education between rider and METRO staff has been the key component in the transition. Most riders were accepting of the fares and even stated this should have already occurred. Ms. Warnock reported the ridership is down approximately 12% and fares have gone down 10%, but even with fewer rides, revenue remained the same.

Ms. Warnock reminded the committee that anyone with questions about a particular route is advised to call ParaCruz directly. Ms. Warnock commended Hope Services for offering assistance and their participation.

8-04A.2

Attachment A

Minutes – METRO Advisory Committee

October 21, 2015

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7 ACCEPTED AND FILED – FIXED ROUTE RIDERSHIP REPORT

MOTION: ACCEPT & FILE FIXED RIDERSHIP REPORTS – JUNE AND JULY 2015

MOTION: SALDANA

SECONDED: PISANO

MOTION: CARRIED - UNANIMOUS

Question was raised if committee will receive these reports prior to Mr. Friedrich's replacement. COO Aguirre stated that we have a provisional employee, Ms. Cayla Hill, Administrative Specialist, who may prepare the report. These reports will also be available quarterly.

COO Aguirre shared that there is a proposal going to the Board to waive the \$3.00 fee for the SmartCard. The intent is to begin transitioning riders to use the SmartCard. There will not be a charge for lost cards. COO Aguirre and Ms. Maria Granados-Boyce, Supervisor, Customer Service, are looking into options for a single ride pass.

Discussion was raised regarding having a place to punch a hole in the SmartCard for a key chain. If there is a designated location for the punch, this will save the cards from potential damage.

COO Aguirre discussed that SmartCards can be ordered online and then need to be loaded at the METRO Station. These cards are reloadable, but only at METRO stations.

8 SUGGESTION OF \$.50 RATE INCREASE FOR FIXED ROUTE SERVICE

After discussing the changes that have been implemented, this topic was tabled at this time.

9 DISCUSSION REGARDING ADDING WIFI TO ADDITIONAL BUSES AND METRO STATION

COO Aguirre discussed he has had conversations with Mr. Isaac Holly, IT Manager. Currently, METRO does not have the funds or infrastructure. COO Aguirre stated the cost for WiFi on our fleet of 21 buses that service Highway 17 cost \$169K, with an annual maintenance fee of approximately \$27K. We are seeking grants to fund WiFi on fixed route buses and at the METRO Center.

Ms. Taylor asked if METRO has approached cruzio.com if they have any interest in providing WiFi. COO Aguirre stated he would make inquiries with METRO staff.

Ms. Gunther discussed if WiFi was available on buses and at the METRO station, it would increase riders' productivity, perhaps increasing ridership, due to long periods of time riding the bus or waiting for the bus at METRO.

Chair Elsea suggested possibility of Caltrans sustainable communities grants, especially if we approach with the productivity argument.

Members also suggested checking with the city and county to make use of any incoming fiber optic networks.

10 ITEMS FOR DISCUSSION TO POTENTIALLY PROMOTE RIDERSHIP

1. Mr. Michael Pisano, MAC Member, discussed the possibility of selling individual's names to place on METRO buses. Some ideas were to wish Happy Birthday or Happy Anniversary; purchase a name for a month, year or even the life of a bus. Along with having a name on the bus, METRO could issue a certificate.

8-04A.3

Attachment A

Minutes – METRO Advisory Committee

October 21, 2015

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- COO Aguirre shared that METRO has been working with Valley Transportation Authority (VTA) to piggyback on their advertising. VTA currently has wraps and other large scale advertising on their buses. The Santa Cruz community prefers the windows be left uncovered, so the recommendation would be to wrap the upper or lower portion of the bus. Proposals are in the works.
2. Mr. Pisano inquired about GPS systems on all buses.
 - COO Aguirre communicated we are reviewing various firms who have provided bids that have “real time” information on the bus. These systems will require extensive internal electronics. We are also looking into the ability of an app that would allow riders to have information regarding space available for riders, mobility devices or bicycles on the approaching bus. Currently the cost to outfit our 100 buses is approximately \$1.2M, plus other costs associated with implementation.
 - Chair Elsea conveyed that during her conversation with CEO Clifford they discussed the app, NextBus. Chair Elsea plans to test NextBus in San Francisco.
 3. Mr. Pisano asked about large signage indicating route numbers on bus stops.
 - COO Aguirre stated the plan is to remove the maps at each bus stop and place stickers indicating the routes that are serviced. Stickering will reduce costs and be easier to maintain. The expectation is to offer real time ability having riders use an app or QR code to obtain all route information.
 - In discussing signage, committee brought up need to have more accurate and detailed route and bus stop information on the web site, as well as, updated maps.

11 COMMUNICATIONS TO THE SANTA CRUZ METRO CEO

None

12 COMMUNICATIONS TO THE SANTA CRUZ METRO BOARD OF DIRECTORS

None

13 ITEMS FOR NEXT MEETING AGENDA

- Website update – Mr. Harlan Glatt, Senior Data Administrator
- WiFi discussion – Mr. Isaac Holly, IT Manager

14 DISTRIBUTION OF VOUCHERS

Vouchers were distributed

Vice-Chair Gunter departed at 7:32 p.m.

15 ADJOURNMENT

Meeting adjourned at 7:34 p.m.

Respectfully submitted,
Dawn Martin
Administrative Assistant

8-04A.4



DATE: December 11, 2015
TO: Board of Directors
FROM: Barrow Emerson, Manager of Planning & Development
**SUBJECT: ACCEPT AND FILE SANTA CRUZ METRO SYSTEM RIDERSHIP REPORTS
FOR THE MONTHS OF AUGUST AND SEPTEMBER 2015**

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's (METRO) fixed route bus service for August and September 2015.
- Hwy 17 Ridership was up 2.6% in August 2015 compared to the same month in 2014. Hwy 17 Ridership was down 5.0% in September 2015 compared to the same month in 2014.
- System-wide ridership was down 3.1% in August 2015 compared to the same month in 2014. System-wide ridership was up 22.0% in September 2015 compared to the same month in 2014. The primary causes of the ridership increase in 2015 were UCSC related with six additional days of school, increased enrollment, and additional supplemental services provided.
- Total discounted fare and pass usage decreased by 4.0% in August 2015 as compared to August 2014. Total discounted fare usage increased by 1.0% in September 2015 as compared to September 2014.
- Year-to-Date totals of UCSC ridership increased by 0.4% in August FY16 compared to August FY15. Year-to-Date totals of UCSC Ridership increased by 39.4% in September FY16 as compared to September FY15
- Year-to-Date percent usage of discounted fares and passes decreased slightly by 0.2% in FY16 as compared to FY15. Year-to-Date percent usage of Discount fares decreased slightly by 0.4% in FY16 as compared to FY15.

III. DISCUSSION/BACKGROUND

Ridership reports have been prepared monthly in order to keep the Board of Directors apprised of METRO's ridership statistics and ridership trends. Ridership reports will be prepared quarterly moving forward. As the July Ridership report was already presented to the board, the attached Ridership Summaries and Ridership by Route report reflect ridership statistics for METRO's fixed route bus service for August and September 2015. The Ridership statistics for the month of September 2014 have also

been included as Attachments “D”, “E”, and “F” to provide reference for the significant changes in ridership for the month of September 2015.

Compared to July 2015, the Monthly System-wide ridership totals decreased by 0.03% in August 2015. In September 2015, the Monthly System-wide ridership totals increased by 45.0% from August 2015.

Attachment “A” for August shows system-wide ridership statistics for August 2015 and compares them to August 2014. System-wide, August 2015 ridership was down 3.1% as compared to the same month in 2014. Local fixed route service for August 2015 was down 3.7% as compared to August 2014. However, Hwy 17 Express service was up 2.6% in August 2015 as compared to August 2014.

This Report also compares Year-to-Date totals for August FY2016 as compared to August FY2015. Overall ridership for FY2016 in the month of August is down 1.8% compared to the same time period in FY2015. This includes a 2.2% decrease in local ridership as well as a 2.3% increase in Highway 17 ridership.

Attachment “A” for September shows system-wide ridership statistics for September 2015 and compares them to September 2014. System-wide, September 2015 ridership was up 22.0% as compared to the same month in 2014. Local fixed route service was up 24.5% in September 2015 as compared to September 2014. However, Hwy 17 Express service was down 5.0% in September 2015 when compared to the same month in 2014. The 5.0% decrease in Hwy 17 Express service is attributed to the 40.0% raise in fare prices for Hwy 17, implemented on September 10th 2015.

This Report also compares Year-to-Date totals for September FY2016 as compared to September FY2015. Overall ridership for FY2016 in the month of September is up 6.9% compared to the same time period in FY2015. This includes a 7.6% increase in local ridership as well as a 0.2% decrease in Highway 17 ridership.

Attachment “B” for August shows UCSC ridership statistics for the month of August 2015 and compares them to the same month in 2014. UCSC experienced an overall decrease in ridership of 1.9% for the month of August 2015 as compared to August 2014.

This Report also compares UCSC Year-to-Date totals for August FY2016 as compared to the same time frame in FY2015. Overall, UCSC ridership for August FY 2016 is up 0.4% as compared to August FY2015. Once again, this increase has been attributed to an increase in summer school enrollment.

Attachment “B” also displays the use of Discounted Fares and Pass Usage by older adults and people with disabilities (as specifically described on page 7 of the Santa Cruz METRO Headways). One table shows the number of discounted local single cash fares; discounted Hwy 17 single cash fares; and discounted local pass usage (there is no discounted Hwy 17 pass) for August 2015 and compares them to August

2014. Discounted single cash fare ridership was down 1.9% and discounted Hwy 17 single cash fare ridership was up 4.9% for the month of August 2015 as compared to August 2014. Discounted local pass usage was down by 5.5% in August 2015 as compared to the same month last year. Total discounted fare usage is down 4.0% for August 2015 as compared to August 2014.

The second table displays Year-to-Date discounted fare and pass totals. The year-to-date totals for discounted local single cash fares in August FY2016 are unchanged as compared to the same time period in FY2015. The Year-to-Date totals for discounted Hwy 17 single cash fares in August FY2016 are up 7.3% as compared to the same time period in FY2015. Year-to-date totals in August FY2016 for discounted local pass usage are down 5.5% as compared to the same time period in FY2015.

The third table displays the year-to-date discounted local single cash fare usage and discounted local pass usage as a percentage of overall local ridership and compares it to year-to-date totals from the same month of the previous year. This table also shows the discounted Hwy 17 single cash fare as a percentage of the overall Hwy 17 ridership and compares it to the same month from the previous year. Finally, this table shows the total Discount ridership usage system-wide as a percentage of system-wide ridership and compares it to the previous year.

In August 2015, the percentage of discounted local single cash fare was unchanged as compared to August 2014. The percentage of discounted Hwy 17 single cash fare ridership increased slightly from 3.8% to 3.9%. The percentage of discounted local pass usage decreased slightly from 7.4% to 7.1%. Year-to-Date total percentage of discounted ridership usage decreased from 10.3% to 10.1% for the second month of the fiscal year.

Attachment "B" for September shows UCSC experienced an overall increase in ridership of 102.0% for the month of September 2015 as compared to September 2014. The immense increase in UCSC ridership in September 2015 from September 2014 is attributed to three factors: the highest current enrollment figures in UCSC history, the increase in school term days for the month of September 2015 as compared to September 2014, and the increased supplemental service for UCSC. Fall enrollment for UCSC has increased in 2015 from 17,866 in the fall of 2014 to 18,105. Furthermore, the number of school term days in September 2015 increased to 8, compared to the 2 school term days in September 2014. Accordingly, the Route 20D experienced a 211.1% increase as compared to September 2014 and the Route 16ST, newly implemented on September 19th, also served to increase UCSC revenues and ridership for September 2015.

This Report also compares UCSC Year-to-Date totals for September FY2016 as compared to September FY2015. Overall, UCSC ridership for September FY2016 is up 39.4% as compared to September FY2015.

Attachment “B” for September displays that the discounted single cash fare ridership was up 18.2% and discounted Hwy 17 single cash fare ridership was up 4.7% for the month of September 2015 as compared to September 2014. Discounted local pass usage was down by 6.4% in September 2015 as compared to the same month last year. Total discounted fare usage is up 1.0% for September 2015 as compared to September 2014.

The year-to-date totals for discounted local single cash fares in September FY2016 are up by 5.8% as compared to the same time period in FY2015. The year-to-date totals for discounted Hwy 17 single cash fares in September FY2016 are up 6.4% as compared to the same time period in FY2015. Year-to-date totals in September FY2016 for discounted local pass usage are down 6.4% as compared to the same time period in FY2015.

In September 2015, the percentage of discounted local single cash fare increased 0.2% as compared to September 2014. The percentage of discounted Hwy 17 single cash fare ridership increased slightly from 2.4% to 2.6%. The percentage of discounted local pass usage decreased slightly from 5.0% to 4.4%. Year-to-Date total percentage of discounted ridership usage decreased from 6.7% to 6.3% for the third month of the fiscal year.

Attachment “C” for August shows weekday, Saturday and Sunday ridership by route for the month of August 2015. Overall, monthly ridership was down by 3.1% in August 2015 as compared to the same month in the previous year. Total UCSC ridership is always greatly reduced during the summer months and with the August 2015 decrease in UCSC ridership, Hwy 17 ridership was not enough to offset the monthly decrease in other local ridership. The routes with the highest ridership for the month of August were the Route 71, the Route 35 and the Route 17.

Attachment “C” for September shows weekday, Saturday and Sunday ridership by route for the month of September 2015. Overall, monthly ridership was up by 22.0% in September 2015 as compared to the same month in the previous year. Though Hwy 17 Express Service was down this month, likely due to the fare increase implemented on the 10th, the increase in local fixed route service was more than enough to offset those reductions. The routes with the highest ridership for the month of September were the Route 71, the Route 35 and the Route 17.

IV. FINANCIAL CONSIDERATIONS/IMPACT

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

V. ALTERNATIVES CONSIDERED

There are no alternatives to consider.


VI. ATTACHMENTS

- Attachment A:** Monthly Ridership Summary for August and September 2015
- Attachment B:** Monthly UCSC Ridership and Discounted Fare Summary for August and September 2015
- Attachment C:** Monthly Ridership by Route Report for August and September 2015
- Attachment D:** Monthly Ridership Summary for September 2014
- Attachment E:** Monthly UCSC Ridership and Discounted Fare Summary for September 2014
- Attachment F:** Monthly Ridership by Route Report for September 2014

Prepared By: Cayla Hill, Administrative Specialist

VII. APPROVALS:

Barrow Emerson,
Planning and Development Manager



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



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



Monthly Ridership Summary

AUGUST 01, 2015 - AUGUST 31, 2015

Calendar Operating Days

	This Year	Last Year
Weekdays	21	21
Saturdays	5	5
Sundays	5	5

Bikes and Mobility Devices

	This Year	Last Year*
Bikes	17,206	16,618
Mobility Dev.	1,926	2,221

Monthly System Totals

	This Year	Last Year*	Difference	% Change
Local Fixed Route	274,892	285,545	-10,653	-3.7%
AMTRAK/Highway 17 Express	30,916	30,131	785	2.6%
System Total	305,808	315,676	-9,868	-3.1%

Year to Date Totals

	This Year	Last Year*	Difference	% Change
Local Fixed Route	561,598	574,399	-12,801	-2.2%
AMTRAK/Highway 17 Express	61,443	60,035	1,408	2.3%
System Total	623,041	634,434	-11,393	-1.8%

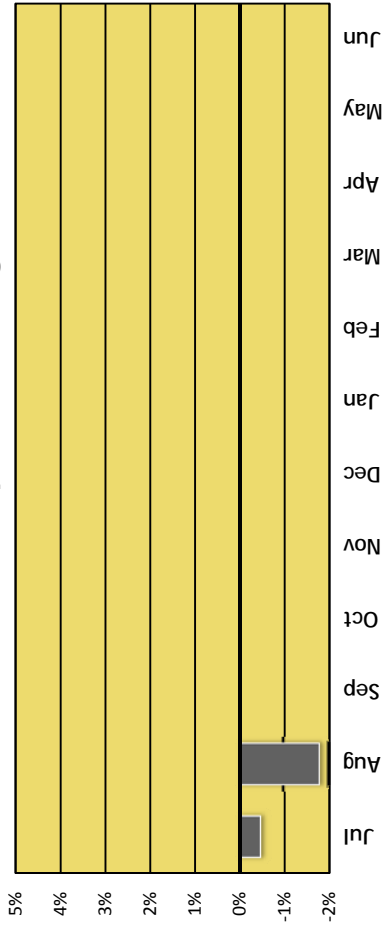
System Daily Averages

	This Year	Last Year*	Difference	% Change
Local Fixed Route	10,309	10,692	-383	-3.6%
AMTRAK/Highway 17 Express	1,135	1,101	34	3.1%
System Total	11,444	11,793	-349	-3.0%

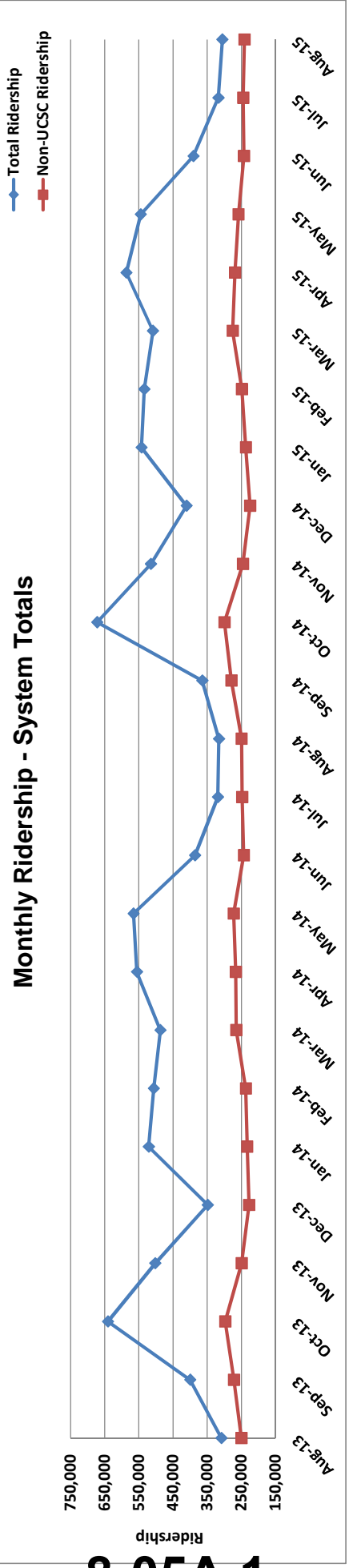
	This Year	Last Year*	Difference	% Change
Local Fixed Route	6,015	6,308	-293	-4.6%
AMTRAK/Highway 17 Express	714	709	5	0.8%
System Total	6,729	7,017	-288	-4.1%

	This Year	Last Year*	Difference	% Change
Local Fixed Route	5,664	5,894	-229	-3.9%
AMTRAK/Highway 17 Express	703	695	8	1.2%
System Total	6,367	6,589	-221	-3.4%

Total Ridership YTD % Change



Monthly Ridership - System Totals



8-05A.1

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

Monthly Ridership Summary

SEPTEMBER 01, 2015 - SEPTEMBER 30, 2015

Calendar Operating Days

	This Year	Last Year
Weekdays	22	22
Saturdays	4	4
Sundays	4	4

Bikes and Mobility Devices

	This Year	Last Year*
Bikes	17,847	16,742
Mobility Dev.	2,036	2,396

Monthly System Totals

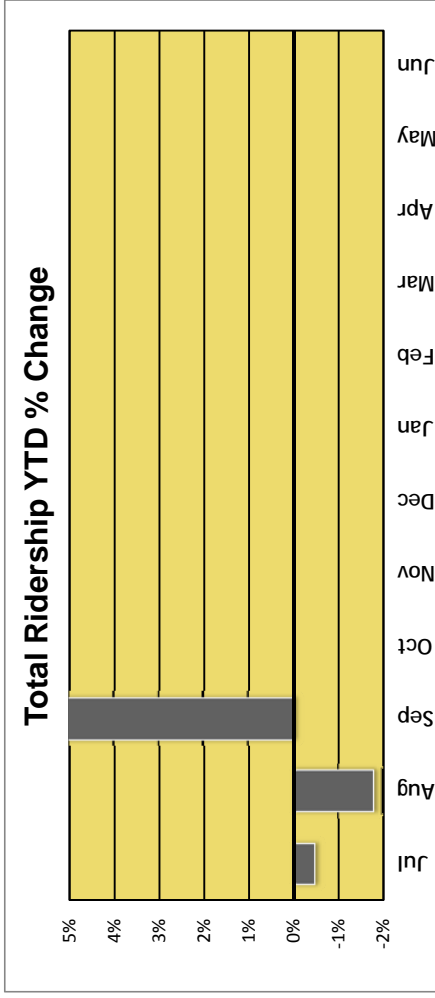
	Monthly Totals			
	This Year	Last Year*	Difference	% Change
Local Fixed Route	414,580	332,940	81,640	24.5%
AMTRAK/Highway 17 Express	29,880	31,460	-1,580	-5.0%
System Total	444,460	364,400	80,060	22.0%

System Daily Averages

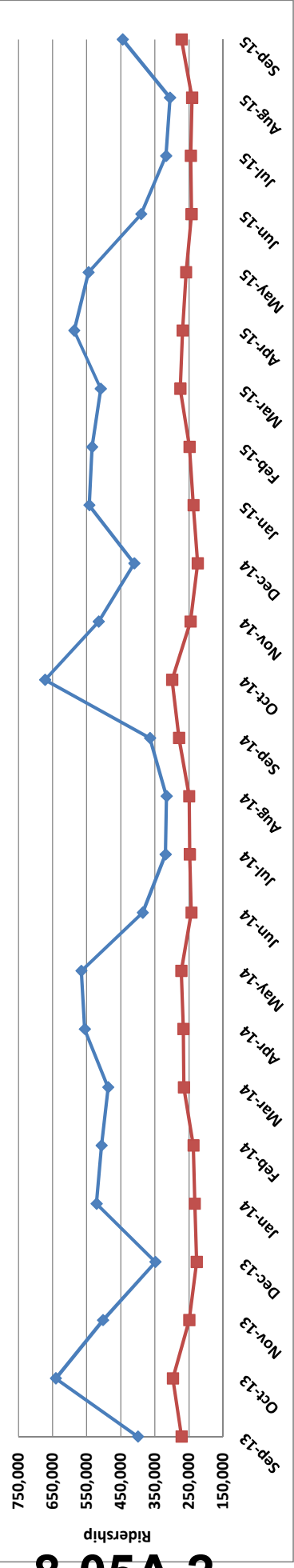
	Weekdays			Saturday			Sunday		
	This Year	Last Year*	Difference	% Change	This Year	Last Year*	Difference	% Change	
Local Fixed Route	15,216	12,523	2,694	21.5%	9,506	7,223	2,283	31.6%	
AMTRAK/Highway 17 Express	1,101	1,191	-90	-7.5%	741	690	51	7.4%	
System Total	16,317	13,714	2,604	19.0%	10,246	7,912	2,334	29.5%	

	Year to Date Totals			
	This Year	Last Year*	Difference	% Change
Local Fixed Route	976,178	907,339	68,839	7.6%
AMTRAK/Highway 17 Express	91,323	91,495	-172	-0.2%
System Total	1,067,501	998,834	68,667	6.9%

Attachment A



Monthly Ridership - System Totals



8-05A.2

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

UCSC Ridership and Discounted Fare Summary

AUGUST 01, 2015 - AUGUST 31, 2015

Calendar Operating Days

	This Year	Last Year	This Year	Last Year	\$ Difference	% Change
School Term Days	0	0	\$73,498.48	\$69,599.06	\$3,899.42	5.6%
Weekdays	21	21	\$14,656.72	\$17,811.55	-\$3,154.83	-17.7%
Weekend Days	10	10	\$0.00	\$0.00	\$0.00	0.0%
Total			\$88,155.20	\$87,410.61	\$744.59	0.9%

UCSC Revenue

	This Year	Last Year	\$ Difference	% Change
Student Billing	\$73,498.48	\$69,599.06	\$3,899.42	5.6%
Staff Billing	\$14,656.72	\$17,811.55	-\$3,154.83	-17.7%
Route 20D	\$0.00	\$0.00	\$0.00	0.0%
Total	\$88,155.20	\$87,410.61	\$744.59	0.9%

UCSC Monthly

	Monthly Totals			Year to Date Totals				
	This Year	Last Year*	Difference	% Change	This Year	Last Year*	Difference	% Change
Students	54,043	52,607	1,436	2.7%	116,102	109,643	6,459	5.9%
Staff & Faculty	10,777	13,463	-2,686	-20.0%	21,283	27,173	-5,890	-21.7%
Total	64,820	66,070	-1,250	-1.9%	137,385	136,816	569	0.4%

UCSC System Daily Averages

	School Term Days			Weekdays			Weekend Days					
	This Year	Last Year*	Difference	% Change	This Year	Last Year*	Difference	% Change	This Year	Last Year*	Difference	% Change
Students	0	0	0	0.0%	2,654	2,406	248	10.3%	633	669	-36	-5.4%
Staff & Faculty	0	0	0	0.0%	460	582	-121	-20.9%	84	152	-69	-45.1%
Total	0	0	0	0.0%	3,114	2,988	127	4.2%	717	822	-105	-12.8%

Discounted Fare and Pass Usage

	Monthly Totals			Year to Date Totals			Year To Date % Usage				
	This Year	Last Year	Difference	% Change	This Year	Last Year	Difference	% Change	This Year	Last Year	% Change
Dis. Local Single Cash Fare	20,302	20,693	-391	-1.9%	40,496	40,485	11	0.0%	3.6%	3.6%	0.0%
Dis. Hwy 17 Single Cash Fare	2,415	2,302	113	4.9%	4,938	4,602	336	7.3%	3.9%	3.8%	0.1%
Dis. Local Pass Usage	40,095	42,414	-2,319	-5.5%	40,095	42,414	-2,319	-5.5%	7.1%	7.4%	-0.2%
Total Dis. Fare & Pass Usage	62,812	65,409	-2,597	-4.0%	85,529	87,501	-1,972	-2.3%	10.1%	10.3%	-0.2%

8-05B.1

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

UCSC Ridership and Discounted Fare Summary

SEPTEMBER 01, 2015 - SEPTEMBER 30, 2015

Calendar Operating Days

	This Year	Last Year		This Year	Last Year	\$ Difference	% Change
School Term Days	8	2		\$223,635.01	\$98,454.48	\$125,180.53	127.1%
Weekdays	22	22		\$16,695.11	\$17,730.32	-\$1,035.21	-5.8%
Weekend Days	8	8		\$330.55	\$0.00	\$330.55	N/A
Total				\$243,436.56	\$117,077.12	\$126,359.44	107.9%

UCSC Revenue

	This Year	Last Year	\$ Difference	% Change
Student Billing	\$223,635.01	\$98,454.48	\$125,180.53	127.1%
Staff Billing	\$16,695.11	\$17,730.32	-\$1,035.21	-5.8%
Route 16ST	\$330.55	\$0.00	\$330.55	N/A
Route 20D	\$2,775.89	\$892.32	\$1,883.57	211.1%
Total	\$243,436.56	\$117,077.12	\$126,359.44	107.9%

UCSC Monthly

	Monthly Totals			Year to Date Totals		
	This Year	Last Year*	% Change	This Year	Last Year*	% Change
Students	160,542	72,393	121.8%	276,644	182,036	52.0%
Staff & Faculty	11,985	13,037	-8.1%	33,268	40,210	-17.3%
Total	172,527	85,430	102.0%	309,912	222,246	39.4%

UCSC System Daily Averages

	School Term Days			Weekdays			Weekend Days		
	This Year	Last Year*	% Change	This Year	Last Year*	% Change	This Year	Last Year*	% Change
Students	8,685	10,350	-16.1%	5,816	2,575	125.9%	4,072	1,967	107.0%
Staff & Faculty	325	619	-47.6%	488	536	-9.1%	157	156	1.0%
Total	9,010	10,969	-17.9%	6,304	3,112	102.6%	4,230	2,123	99.2%

Discounted Fare and Pass Usage

	Monthly Totals			Year To Date Totals			Year To Date % Usage		
	This Year	Last Year	% Change	This Year	Last Year	% Change	This Year	Last Year	% Change
Dis. Local Single Cash Fare	22,442	18,983	18.2%	62,938	59,468	5.8%	2.3%	2.1%	0.2%
Dis. Hwy 17 Single Cash Fare	2,332	2,228	4.7%	7,270	6,830	6.4%	2.6%	2.4%	0.1%
Dis. Local Pass Usage	42,573	45,479	-6.4%	42,573	45,479	-6.4%	4.4%	5.0%	-0.7%
Total Dis. Fare & Pass Usage	67,347	66,690	1.0%	112,781	111,777	0.9%	6.3%	6.7%	-0.4%

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

Ridership by Route

Attachment C

AUGUST 01, 2015 - AUGUST 31, 2015

Route	Corridor	Weekday Ridership	Weekday Average	Saturday Ridership	Saturday Average	Sunday Ridership	Sunday Average	Monthly Ridership
3	Mission/Beach	3,608	172	241	48	186	37	4,035
4/4W	Harvey West/Emeline	3,703	176	159	32	106	21	3,968
8	Emeline	151	7					151
10	UCSC via High St.	6,035	287	503	101	535	107	7,073
12	UCSC East Side District							0
15	UCSC via Laurel West							0
16	UCSC via Laurel East	23,497	1,119	2,486	497	2,341	468	28,324
19	UCSC via Lower Bay	17,710	843	1,709	342	1,597	319	21,016
20	UCSC via West Side	9,978	475	1,289	258	1,099	220	12,366
20D	UCSC via West Side Supp.							0
30	Graham Hill/Scotts Valley	452	22					452
33	Lompico SLV/Felton Faire	86	14					86
34	South Felton	27	5					27
35/35A	Santa Cruz/Scotts Valley/SLV	25,919	1,234	4,037	807	3,539	708	33,495
40	Davenport/North Coast	992	47	81	16	117	23	1,190
41	Bonny Doon	979	47	50	10	59	12	1,088
42	Davenport/Bonny Doon	253	12	53	11	64	13	370
54	Capitola/Aptos/La Selva Beach	147	7	86	17	64	13	297
55	Rio Del Mar	2,382	113					2,382
56	La Selva Beach	297	14					297
66/66N	Live Oak via 17th	9,983	475	1,808	362	1,926	385	13,717
68	Like Oak via Broadway/Portola	7,210	343	1,127	225	1,049	210	9,386
69A	Capitola Road/Watsonville	16,037	764	2,931	586	2,764	553	21,732
69W	Cap. Road/Cabrillo/Watsonville	18,894	900	3,483	697	3,060	612	25,437
71	Santa Cruz to Watsonville	43,022	2,049	8,348	1,670	8,137	1,627	59,507
72	Corralitos	3,232	154					3,232
74	Ohlone Parkway/Rolling Hills	1,997	95	284	57	241	48	2,522
75	Green Valley Road	4,819	229	1,112	222	1,212	242	7,143
77	Civic Plaza / Pajaro	940	45					940
79	East Lake	1,813	86	288	58	225	45	2,326
91X	Santa Cruz/Watsonville Express	12,333	587					12,333
Hwy 17	Hwy 17 Express/AMTRAK	23,831	1,135	3,570	714	3,515	703	30,916
Monthly Total		240,327	11,444	33,645	6,729	31,836	6,367	305,808
Previous Year*		247,650	11,793	35,083	7,017	32,943	6,589	315,676
% Change		-3.0%	-3.0%	-4.1%	-4.1%	-3.4%	-3.4%	-3.1%

8-05C.1

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

Ridership by Route

Attachment C

SEPTEMBER 01, 2015 - SEPTEMBER 30, 2015								
Route	Corridor	Weekday Ridership	Weekday Average	Saturday Ridership	Saturday Average	Sunday Ridership	Sunday Average	Monthly Ridership
3	Mission/Beach	3,648	166	200	50	142	36	3,990
4/4W	Harvey West/Emeline	3,385	154	89	22	78	20	3,552
8	Emeline	223	10					223
10	UCSC via High St.	16,907	769	1,689	422	1,731	433	20,327
12	UCSC East Side District	310	14					310
15	UCSC via Laurel West	18,670	849					18,670
16	UCSC via Laurel East	53,612	2,437	7,022	1,756	6,712	1,678	67,346
16ST	UCSC via Laurel East Supp.			606	152	7,223	1,806	7,829
19	UCSC via Lower Bay	26,482	1,204	4,702	1,176	4,137	1,034	35,321
20	UCSC via West Side	14,070	640	3,061	765	2,572	643	19,703
20D	UCSC via West Side Supp.	6,475	294					6,475
30	Graham Hill/Scotts Valley	751	34					751
33	Lompico SLV/Felton Faire	392	19					392
34	South Felton	99	5					99
35/35A	Santa Cruz/Scotts Valley/SLV	29,866	1,358	3,547	887	3,025	756	36,438
40	Davenport/North Coast	1,781	81	80	20	155	39	2,016
41	Bonny Doon	1,274	58	46	12	35	9	1,355
42	Davenport/Bonny Doon	187	9	53	13	44	11	284
54	Capitola/Aptos/La Selva Beach	207	9	72	18	52	13	331
55	Rio Del Mar	3,826	174					3,826
56	La Selva Beach	520	24					520
66/66N	Live Oak via 17th	11,800	536	1,734	434	1,734	434	15,268
68	Like Oak via Broadway/Portola	8,066	367	1,119	280	1,053	263	10,238
69A	Capitola Road/Watsonville	16,330	742	2,502	626	2,226	557	21,058
69W	Cap. Road/Cabrillo/Watsonville	23,166	1,053	3,071	768	2,796	699	29,033
71	Santa Cruz to Watsonville	56,614	2,573	6,891	1,723	6,624	1,656	70,129
72	Corralitos	3,540	161					3,540
74	Ohlone Parkway/Rolling Hills	2,352	107	217	54	156	39	2,725
75	Green Valley Road	5,155	234	1,001	250	1,026	257	7,182
77	Civic Plaza / Pajaro	883	40					883
79	East Lake	2,272	103	320	80	277	69	2,869
91X	Santa Cruz/Watsonville Express	21,897	995					21,897
Hwy 17	Hwy 17 Express/AMTRAK	24,221	1,101	2,963	741	2,696	674	29,880
Monthly Total		358,981	16,317	40,985	10,246	44,494	11,124	444,460
Previous Year*		301,699	13,714	31,648	7,912	31,053	7,763	364,400
% Change		19.0%	19.0%	29.5%	29.5%	43.3%	43.3%	22.0%

8-05C.2

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

Monthly Ridership Summary

SEPTEMBER 01, 2014 - SEPTEMBER 30, 2014

Calendar Operating Days

	This Year	Last Year
Weekdays	22	21
Saturdays	4	4
Sundays	4	5

Bikes and Mobility Devices

	This Year	Last Year
Bikes	16,742	17,162
Mobility Dev.	2,396	2,298

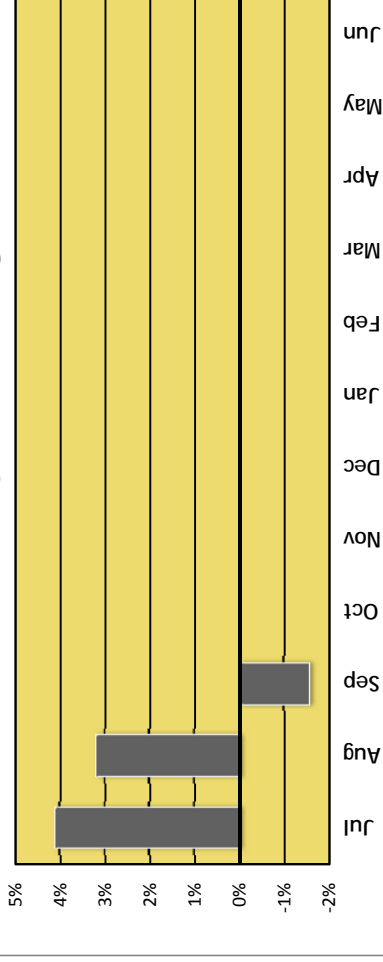
Monthly System Totals

	Monthly Totals			Year to Date Totals				
	This Year	Last Year	Difference	% Change	This Year	Last Year	Difference	% Change
Local Fixed Route	332,940	369,406	-36,466	-9.9%	907,024	924,873	-17,849	-1.9%
AMTRAK/Highway 17 Express	31,460	30,463	997	3.3%	91,495	89,397	2,098	2.3%
System Total	364,400	399,869	-35,469	-8.9%	998,519	1,014,270	-15,751	-1.6%

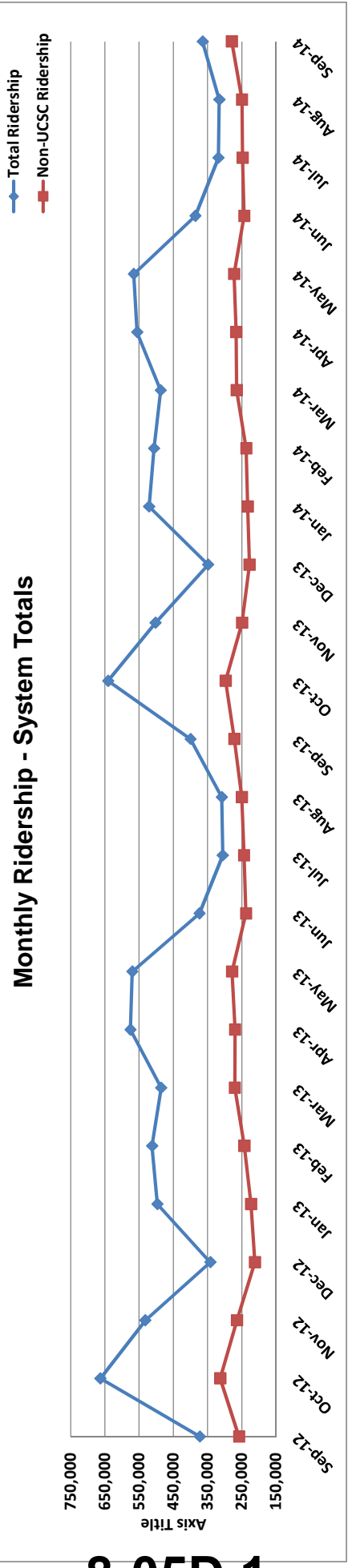
System Daily Averages

	Weekdays			Saturday			Sunday					
	This Year	Last Year	Difference	% Change	This Year	Last Year	Difference	% Change	This Year	Last Year	Difference	% Change
Local Fixed Route	12,523	14,119	-1,596	-11.3%	7,223	8,809	-1,586	-18.0%	7,138	7,536	-399	-5.3%
AMTRAK/Highway 17 Express	1,191	1,155	36	3.1%	690	700	-10	-1.4%	626	681	-55	-8.1%
System Total	13,714	15,274	-1,560	-10.2%	7,912	9,508	-1,596	-16.8%	7,763	8,217	-454	-5.5%

Total Ridership YTD % Change



Monthly Ridership - System Totals



8-05D.1

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UCSC Ridership Summary

SEPTEMBER 01, 2014 - SEPTEMBER 30, 2014

Calendar Operating Days

	This Year	Last Year	
School Term Days	2	6	
Weekdays	22	21	
Weekend Days	8	9	
Total	\$117,077.12	\$167,192.91	-30.0%

UCSC Revenue

	This Year	Last Year	\$ Difference	% Change
Student Billing	\$98,454.48	\$148,598.09	-\$50,143.61	-33.7%
Staff Billing	\$17,730.32	\$16,665.51	\$1,064.81	6.4%
Route 20D Service	\$892.32	\$1,929.31	-\$1,036.99	-53.7%
Total	\$117,077.12	\$167,192.91	-\$50,115.79	-30.0%

UCSC Monthly System Totals

	Monthly Totals		
	This Year	Last Year	% Change
Students	72,393	115,064	-37.1%
Staff & Faculty	13,037	12,950	0.7%
Total	85,430	128,014	-33.3%

	Year to Date Totals		
	This Year	Last Year	% Change
Students	182,036	211,675	-14.0%
Staff & Faculty	40,210	36,881	9.0%
Total	222,246	248,556	-10.6%

UCSC System Daily Averages

	School Term Days		
	This Year	Last Year	% Change
Students	10,350	11,326	-8.6%
Staff & Faculty	619	614	0.8%
Total	10,968	11,939	-8.1%

	Weekdays			Weekend Days		
	This Year	Last Year	% Change	This Year	Last Year	% Change
Students	2,575	4,231	-39.1%	1,967	2,912	-32.5%
Staff & Faculty	536	543	-1.4%	156	171	-8.9%
Total	3,111	4,774	-34.8%	2,123	3,083	-31.2%

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Ridership by Route

Attachment F

SEPTEMBER 01, 2014 - SEPTEMBER 30, 2014

Route	Corridor	Weekday Ridership	Weekday Average	Saturday Ridership	Saturday Average	Sunday Ridership	Sunday Average	Monthly Ridership
10	UCSC via High St.	8,467	385	609	152	1,043	261	10,119
15	UCSC via Laurel West	2,910	132					2,910
16	UCSC via Laurel East	29,284	1,331	3,822	956	4,444	1,111	37,550
19	UCSC via Lower Bay	18,400	836	2,077	519	2,702	676	23,179
3	Mission/Beach	3,594	163	179	45	166	42	3,939
4/4W	Harvey West/Emeline	3,949	180	102	26	121	30	4,172
6	Broadway/Frederick	556	25					556
8	Emeline	79	4					79
12A	UCSC East Side District	25	13					25
20	UCSC via West Side	9671	440	1,379	345	1,529	382	12,579
20D	UCSC via West Side Supp.	1,170	585					1,170
30	Graham Hill/Scotts Valley	752	34					752
33	Lompico SLV/Felton Faire	340	16					340
34	South Felton	99	5					99
35/35A	Santa Cruz/Scotts Valley/SLV	31,082	1,413	3,607	902	3,123	781	37,812
40	Davenport/North Coast	2,151	98	72	18	79	20	2,302
41	Bonny Doon	1,406	64	40	10	28	7	1,474
42	Davenport/Bonny Doon	247	11	41	10	50	13	338
54	Capitola/Aptos/La Selva Beach	230	10	56	14	61	15	347
55	Rio Del Mar	4,041	184					4,041
56	La Selva Beach	558	25					558
66/66N	Live Oak via 17th	11,032	501	1,604	401	1,337	334	13,973
68	Like Oak via Broadway/Portola	7,250	330	1,121	280	1,005	251	9,376
69A	Capitola Road/Watsonville	16,730	760	2,615	654	2,208	552	21,553
69W	Cap. Road/Cabrillo/Watsonville	23,582	1,072	2,986	747	2,424	606	28,992
71	Santa Cruz to Watsonville	58,284	2,649	6,993	1,748	6,644	1,661	71,921
72	Corralitos	4,206	191					4,206
74	Ohlone Parkway/Rolling Hills	2,348	107	227	57	164	41	2,739
75	Green Valley Road	5,955	271	1,033	258	1,099	275	8,087
77	Civic Plaza / Pajaro	843	38					843
79	East Lake	2,188	99	215	54	222	56	2,625
91x	Santa Cruz/Watsonville Express	24,006	1,091					24,006
	Santa Cruz County Fair Service	65	65	112	112	101	101	278
Hwy 17	AMTRAK/Hwy 17 Express	26,199	1,191	2,758	690	2,503	626	31,460
Monthly Total		301,699	13,714	31,648	7,912	31,053	7,763	364,400
Previous Year		320,752	15,274	38,033	9,508	41,084	8,217	399,869
% Change		-5.9%	-10.2%	-16.8%	-16.8%	-24.4%	-5.5%	-8.9%

8-05F.1

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DATE: December 11, 2015
TO: Board of Directors
FROM: Andrew Kreck, Project Manager, Hill International
**SUBJECT: CONSIDERATION OF METROBASE MONTHLY CHANGE ORDER
REPORT**

I. RECOMMENDED ACTION

That the Board of Directors accept and file the MetroBase Monthly Change Order Report

II. DISCUSSION/BACKGROUND

The Santa Cruz Metropolitan Transit District (METRO) has a contract with Lewis C. Nelson and Sons, Inc. for the construction of the Judy K. Souza Operations Building.

Per the Board's request, the Project Manager is to provide a monthly summary of change orders. Since the last Report to the Board on November 13, 2015, the Contractor has not signed any contract change orders. However, METRO has revised its approach, and on November 16, 2015 issued 101 out of 131 as unilateral change orders to Lewis C. Nelson and Sons, Inc.

III. FINANCIAL CONSIDERATIONS/IMPACT

See attached. Since the last Board Meeting on November 13, 2015, there have been 101 unilateral change orders issued to Lewis C. Nelson and Sons, Inc.

IV. ATTACHMENTS

Attachment A: Executed Change Orders Table

Prepared by: Andrew Kreck, Project Manager, Hill International
Joan Jeffries, Administrative Assistant

V. APPROVALS:

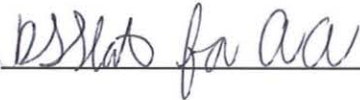
Andrew Kreck, Project Manager




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

Executed Change Orders

Contract No. 12-23

Original Contract Amount:	\$13,572,000.00	Revised Contract Amount:	\$15,415,097.17
Original Contract Time (Days):	668	Revised Contract Time (Days):	1002
Total Construction Contingency:	\$2,024,774.00	Contingency Remaining:	\$181,676.83

No.	Effective Date	Description	Increase in Contract Amount	Increase in Contract Time (in Days)	Approved By
001	5/16/13	Site improvements at 135 Dubois	\$ 200,586.00	-0-	Board/Les White
002	6/4/13	Extend completion date by 49 days	\$ -	49	Board/Les White
003	6/4/13	Additional site improvements at 135 Dubois	\$ 36,369.00	-0-	Les White
004	6/4/13	Demolish concrete sound wall; Provide Pile Driving Notification	\$ 17,297.00	-0-	Les White
005	6/4/13	Demolish CPU planter wall, trees, shrubs, and chain link fencing	\$ 8,905.00	-0-	Les White
006	7/25/13	Expose tops of overdriven piles	\$ 2,324.00	-0-	Les White
007	8/7/13	Cut off prestressed concrete piles 54 ft. long or less	\$ 50,000.00	-0-	Les White
007.S1	4/21/15	Cut off prestressed concrete piles 54 ft. long or less	\$ -	16	Board/Alex Clifford
007.S2	11/16/15	Pile Cutoff (Time Related Overhead)	\$ 24,208.00	-0-	Alex Clifford
008	9/26/13	Cut off prestressed concrete piles longer than 54 ft. to achieve correct elevation	\$ 26,000.00	-0-	Les White
009	9/26/13	Provide labor, equipment, and materials to modify pile caps	\$ 18,994.00	-0-	Les White
010	9/15/14	Fire Service Backflow Preventor (FD #17)	\$ 10,621.00	-0-	Alex Clifford
011	2/25/14	Weather & Misc. Delay	\$ -	13	Board/Alex Clifford
012	11/20/14	Differing site condition encountered during parking lot demolition.	\$ 49,777.00	-0-	Alex Clifford
013	11/20/14	Modification of parking deck storm drain piping at grid lines E/1 on ground floor	\$ 1,920.00	-0-	Alex Clifford
014	3/17/15	Add battery backups/delete over head coils	\$ -	-0-	Alex Clifford
015	12/8/14	Partnering sessions (METRO's one half share of cost)	\$ 10,000.00	-0-	Alex Clifford
016	1/6/15	Furnishing and installing of epoxy-coated rebar dowels	\$ 3,798.68	-0-	Alex Clifford
017	1/14/15	Additional vehicular PCC pavement	\$ 15,182.00	-0-	Alex Clifford
018	6/16/15	Aluminum Brake Metal	\$ 28,280.50	Deferred	Alex Clifford
018.S1	11/16/15	Aluminum Brake Metal	\$ -	-0-	Alex Clifford

Attachment A

No.	Effective Date	Description	Increase in Contract Amount	Increase in Contract Time (in Days)	Approved By
019	6/26/15	CalTrans Encroachment Permit	\$ 23,523.00	Deferred	Alex Clifford
019.S1	11/16/15	CalTrans Encroachment Permit	\$ -	-0-	Alex Clifford
020	6/16/15	Relocate Firewall - Door Louvers and FSDs	\$ (803.00)	Deferred	Alex Clifford
020.S1	11/16/15	Relocate Firewall - Door Louvers and FSDs	\$ -	-0-	Alex Clifford
021	11/16/15	Room A303 and Room A404 Changes	\$ (858.00)	-0-	Alex Clifford
022	6/16/15	Elevator Penthouse	\$ 23,870.00	Deferred	Alex Clifford
022.S1	11/16/15	Elevator Penthouse	\$ -	-0-	Alex Clifford
023	5/4/15	Stair Gate	\$ 4,446.00	-0-	Alex Clifford
024	11/16/15	Transformer Enclosure	\$ 17,034.00	-0-	Alex Clifford
025	6/16/15	Illuminated Handrail	\$ 21,668.00	Deferred	Alex Clifford
025.S1	11/16/15	Illuminated Handrail	\$ -	-0-	Alex Clifford
026	6/16/15	Plumbing Changes	\$ 6,740.00	Deferred	Alex Clifford
026.S1	11/16/15	Plumbing Changes	\$ -	-0-	Alex Clifford
027	6/8/15	Security Camera Conduits	\$ 55,616.00	Deferred	Alex Clifford
027.S1	11/16/15	Added Security Camera Infrastructure (Conduits)	\$ -	-0-	Alex Clifford
028	6/8/15	Future Car Charging Conduits	\$ 21,399.00	Deferred	Alex Clifford
028.S1	11/16/15	Future Car Charging Conduits	\$ -	-0-	Alex Clifford
029	6/16/15	Contaminated Soil Abatement	\$ 32,011.00	Deferred	Alex Clifford
029.S1	11/16/15	Contaminated Soil Abatement	\$ -	-0-	Alex Clifford
030	6/16/15	HVAC Revisions - Split System	\$ 14,385.00	Deferred	Alex Clifford
030.S1	11/16/15	HVAC Revisions - Split System	\$ -	-0-	Alex Clifford
031	3/17/15	Pile Redesign	\$ 62,942.00	12	Board/Alex Clifford
031.S1	11/16/15	Pile Redesign (Time Related Overhead)	\$ 18,156.00	-0-	Alex Clifford
032	3/17/15	Pile Cap Redesign	\$ 31,717.00	21	Board/Alex Clifford
032.S1	11/16/15	Pile Redesign (Time Related Overhead)	\$ 31,773.00	-0-	Alex Clifford
033	3/17/15	Additional Sitework	\$ 12,799.00	-0-	Alex Clifford
035	6/16/15	Provide Cut Metal Letters	\$ 19,467.00	Deferred	Alex Clifford
035.S1	11/16/15	Provide Cut Metal Letters	\$ -	-0-	Alex Clifford
036	4/8/15	Dwarf Wall & 6 Inch Sill Curb	\$ 6,712.00	-0-	Alex Clifford
037	11/16/15	Added Site Lighting	\$ 30,573.00	-0-	Alex Clifford

Attachment A

No.	Effective Date	Description	Increase in Contract Amount	Increase in Contract Time (in Days)	Approved By
038	11/16/15	Spec 02823 Powder Coating Delta 005 & Orsogrill	\$ 16,045.00	-0-	Alex Clifford
039.S1	7/10/15	Buy America FRC Panels	\$ -	Deferred	Alex Clifford
039.S2	11/16/15	Buy America FRC Panels (Cost Over Run)	\$ 299,929.00	179	Board/Alex Clifford
040	6/16/15	Added Motor Operated Solar Shades	\$ 20,199.00	Deferred	Alex Clifford
041.S1	11/16/15	Added Motor Operated Solar Shades	\$ -	-0-	Alex Clifford
041	11/16/15	Shift Parking Lot and Add Steel Handrail	\$ 8,246.00	-0-	Alex Clifford
042	11/16/15	Add Beams on Top of Wall	\$ 10,724.00	-0-	Alex Clifford
043	6/16/15	PG&E Gas and Electric Substructures	\$ 2,499.00	Deferred	Alex Clifford
043.S1	11/16/15	PG&E Gas and Electric Substructures	\$ -	-0-	Alex Clifford
044	11/16/15	P-3 Sump Pump	\$ 21,091.00	-0-	Alex Clifford
045	11/16/15	Type E Wall at First Floor Column E/6	\$ 4,041.00	-0-	Alex Clifford
046	11/16/15	Monitor, Rack and UPS Changes	\$ 9,181.00	-0-	Alex Clifford
047	7/7/15	Concrete Backfill at Waterline in River Street	\$ 28,444.00	Deferred	Alex Clifford
047.S1	11/16/15	Concrete Backfill at Waterline in River Street	\$ -	-0-	Alex Clifford
048	6/25/15	Boulder Removal	\$ 632.00	Deferred	Alex Clifford
048.S1	11/16/15	Boulder Removal	\$ -	-0-	Alex Clifford
049	11/16/15	Relocate Gas and Water Vaults	\$ 16,350.00	-0-	Alex Clifford
051	6/16/15	Delete Fixture Type DD at Transformer Enc.	\$ (905.00)	Deferred	Alex Clifford
051.S1	11/16/15	Delete Fixture Type DD at Transformer Enc.	\$ -	-0-	Alex Clifford
052	6/16/15	Relocate Fixture Type WE	\$ 352.00	Deferred	Alex Clifford
052.S1	11/16/15	Relocate Fixture Type WE	\$ -	-0-	Alex Clifford
053	7/6/15	Delete Grout Bed	\$ (2,382.00)	Deferred	Alex Clifford
053.S1	11/16/15	Delete Grout Bed	\$ -	-0-	Alex Clifford
054	7/10/15	Edge of Slab Revision	\$ 1,297.00	Deferred	Alex Clifford
054.S1	11/16/15	Edge of Slab Revision	\$ -	-0-	Alex Clifford
055	11/16/15	Underground Conduit	\$ (2,969.01)	-0-	Alex Clifford
056	11/16/15	Pre-Action Dry Pipe Fire Suppression System	\$ 24,460.00	-0-	Alex Clifford

Attachment A

No.	Effective Date	Description	Increase in Contract Amount	Increase in Contract Time (in Days)	Approved By
057	11/16/15	Delta 5 Door and Borrowed Light Changes	\$ 5,470.00	-0-	Alex Clifford
058	11/16/15	Demolish Fencing and CMU Wall	\$ 3,035.00	-0-	Alex Clifford
059	11/16/15	Revise Wall from 8in to 12in on South Side of Building Entrance	\$ 5,000.00	-0-	Alex Clifford
060	11/16/15	Revised Striping Plan	\$ 5,774.00	-0-	Alex Clifford
062	7/30/15	Chain Link Fence on Retaining Wall	\$ 2,234.00	Deferred	Alex Clifford
062.S1	11/16/15	Chain Link Fence on Retaining Wall	\$ -	-0-	Alex Clifford
063	11/16/15	PG&E Gas Houseline	\$ 3,568.00	-0-	Alex Clifford
064	11/16/15	Roof Screen Detail and End Treatments	\$ 1,444.00	-0-	Alex Clifford
065	11/16/15	LED Substitution and Two 30 Foot Poles	\$ 30,585.00	-0-	Alex Clifford
066	11/16/15	Electrical Conduit across the Driveway Entrance	\$ 7,706.00	-0-	Alex Clifford
067	11/16/15	Install 6in Storm Drain to Connection	\$ 1,163.00	-0-	Alex Clifford
068	11/16/15	Install Parapet Gap Closure	\$ 2,195.00	-0-	Alex Clifford
069	11/16/15	Add Impervious Material Beneath Line 7 Sub-Drain	\$ 3,646.00	-0-	Alex Clifford
070	11/16/15	Revisions to architectural louvers	\$ 8,792.00	-0-	Alex Clifford
071	11/16/15	Caulk 2" gap at CMU wall in electrical room A104	\$ 4,389.00	-0-	Alex Clifford
072	11/16/15	Revise Installed CMU Clips in the Elevator Shaft	\$ 2,824.00	-0-	Alex Clifford
073	11/16/15	Parapet Detail Revisions	\$ 12,993.00	-0-	Alex Clifford
074	11/16/15	Added Security Fence	\$ 20,881.00	-0-	Alex Clifford
075	11/16/15	Added Ledger	\$ 5,252.00	-0-	Alex Clifford
076	11/16/15	Balcony Railing	\$ 9,699.00	-0-	Alex Clifford
077	11/16/15	Expansion anchors	\$ 4,015.00	-0-	Alex Clifford
078	11/16/15	Generator Room Scupper	\$ 1,678.00	-0-	Alex Clifford
079	11/16/15	Door and Hardware Revisions	\$ 5,517.00	-0-	Alex Clifford
080	11/16/15	¼" x 4" Galvanized Flat-bar to Curtain Wall Support Brackets	\$ 2,186.00	-0-	Alex Clifford
081	11/16/15	Barbed Wire	\$ 8,555.00	-0-	Alex Clifford
082	11/16/15	Provide 2" gap at crash wall and moment frame intersection	\$ 10,184.00	-0-	Alex Clifford
083	11/16/15	Provide Specified Dowels at Housekeeping Pads	\$ 1,134.00	-0-	Alex Clifford

Attachment A

No.	Effective Date	Description	Increase in Contract Amount	Increase in Contract Time (in Days)	Approved By
084	11/16/15	Weather days January - May 2015	\$ -	6	Alex Clifford
085	11/16/15	Additional steel - submittal review comments 05511	\$ 10,399.00	-0-	Alex Clifford
086	11/16/15	Dewatering	\$ 5,126.00	-0-	Alex Clifford
087	11/16/15	ADA Path Modification	\$ 19,552.00	-0-	Alex Clifford
088	11/16/15	Stair Tread Nosing	\$ 815.00	-0-	Alex Clifford
089	11/16/15	Demolish Existing Concrete Foundation/Slab per FD-47	\$ 1,368.00	-0-	Alex Clifford
091	11/16/15	Excavate PG&E box per FD-64	\$ 672.00	-0-	Alex Clifford
092	11/16/15	Revisions to Room Names, Widen Ramp, Add Door and Sidelight per FD-50 & RFQ-27	\$ 4,388.00	-0-	Alex Clifford
096	11/16/15	Antenna Infrastructure	\$ 19,751.00	deferred	Alex Clifford
097	11/16/15	Provide Electrical Conduit at Bike Canopy	\$ 1,680.00	-0-	Alex Clifford
099	11/16/15	RFQ 36 Framing	\$ 28,535.00	deferred	Alex Clifford
100	11/16/15	RFQ 36 - Framing, Glazing, Fire Protection, Mechanical, Plumbing, Insulation, Floor Revisions	\$ 42,442.00	deferred	Alex Clifford
101	11/16/15	Relocation of HP-20 per RFI #349	\$ 1,473.00	-0-	Alex Clifford
102	11/16/15	Mechanical Platform Steel Posts per RFIs #256 and #356.R1	\$ 1,299.00	-0-	Alex Clifford
103	11/16/15	Provide and Install Conduit at Card Reader Pedestal per FD-16	\$ 540.00	deferred	Alex Clifford
104	11/16/15	Traffic Coating Above Electrical Room A104	\$ 6,347.00	-0-	Alex Clifford
106	11/16/15	Relocate Piping for Fixture "FF" at B-4	\$ 1,987.00	-0-	Alex Clifford
107	11/16/15	Revise Walls & Add Telecom Outlets at 1st & 2nd Floors	\$ 11,450.00	-0-	Alex Clifford
108	11/16/15	Quiet Rock at Restrooms per FD-73 & ASI-60	\$ 8,056.00	-0-	Alex Clifford
109	11/16/15	Add Temporary Enclosure at W-6 Window	\$ 500.00	-0-	Alex Clifford
110	11/16/15	Add Water Heater Condensate Plenum Drains	\$ 1,919.00	-0-	Alex Clifford
111	11/16/15	Provide and Install Shaftliner at Elevator Fronts	\$ 2,013.00	-0-	Alex Clifford
112	11/16/15	Add Horizontal Window Mullions at Curtain Walls W5, W17, and W18	\$ 6,737.00	-0-	Alex Clifford
113	11/16/15	Repaint Bus Parking Blue and Yellow	\$ 8,545.00	-0-	Alex Clifford

Attachment A

No.	Effective Date	Description	Increase in Contract Amount	Increase in Contract Time (in Days)	Approved By
114	11/16/15	Geo H. Wilson's Added Engineering, Labor, and Material Costs for Delta 5 Revisions	\$ 3,607.00	-0-	Alex Clifford
115	11/16/15	Add 6" Bed Gravel for Outfall	\$ 1,635.00	-0-	Alex Clifford
116	11/16/15	Bus Parking Lot - Revised Striping and Added Lighting	\$ 2,577.00	-0-	Alex Clifford
117	11/16/15	Revise Canopy Roof Parapet Plywood to Densdeck Prime	\$ 1,714.00	-0-	Alex Clifford
118	11/16/15	Extend Guardrail @ Bike Canopy	\$ 4,599.00	-0-	Alex Clifford
120	11/16/15	Added 2 Each Polycarbonate Panels Work due to revision at Stairway #1 Column Spacing	\$ 5,000.00	-0-	Alex Clifford
121	11/16/15	Provide and install 25 LF of Curb per RFI 93.R1	\$ 3,969.00	-0-	Alex Clifford
122	11/16/15	Lower ACT to Avoid Condensate Pump	\$ 6,562.00	-0-	Alex Clifford
123	11/16/15	X-Ray Concrete Roof Beams at Antenna Tower	\$ 1,930.00	-0-	Alex Clifford
124	11/16/15	Additional Work at Pile Caps	\$ 5,657.00	-0-	Alex Clifford
125	11/16/15	Relocation of Stormwater Riser at Stair #1	\$ 1,472.00	-0-	Alex Clifford
126	11/17/15	Neutral Wires for Six Heat Pumps	\$ 2,069.00	-0-	Alex Clifford
128	11/16/15	Window waterproofing & flashing revision	\$ 49,455.00	-0-	Alex Clifford
129	11/16/15	Parking Deck Level Hose Vault Locations	\$ 2,402.00	-0-	Alex Clifford
130	11/16/15	Sinks in Breakrooms A416 and A308	\$ 270.00	-0-	Alex Clifford
131	11/16/15	Weather Days Dec 2014	\$ -	38	Alex Clifford

Totals: \$ 1,843,097.17 334

BOLD entries indicate those added since the last report



DATE: December 11, 2015

TO: Board of Directors

FROM: Leslyn Syren, District Counsel

SUBJECT: CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS

I. RECOMMENDED ACTION

That the Board of Directors accept and file METRO's Property Inventories of Leased and Owned and Property for 2015, which includes a determination that METRO does not own, lease, or control any property which is in excess.

II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) is required on an annual basis to prepare an inventory of properties it holds, owns, and controls to determine if any properties are in excess of its foreseeable needs.
- All properties currently leased by METRO are being used in transit operation for bus maintenance, bus parking, administration and/or facilities maintenance activities.
- All properties currently leased, owned, or controlled by METRO are in transit uses and none of these properties are in excess of METRO's foreseeable future.

III. DISCUSSION/BACKGROUND

Government Code Section 50569 requires that on or before December 31st of each year, METRO, a local public agency, make an inventory of all lands held, owned or controlled by it or any of its departments, agencies, or authorities to determine what land, including air rights, if any, are in excess of its foreseeable needs. According to the statute, a description of each parcel found to be in excess of its needs should be made a matter of public record.

An inventory of all properties owned by METRO, prepared by the Legal Department and reviewed by the Finance Department is set forth in Attachment A. There have been some changes to this list during the calendar year of 2015, such as the extension of the Felton Faire License + Indemnity Agreement.

Also, an inventory of properties that METRO leases from others is set forth in Attachment B. All of the leased properties are currently being used for transit operation and related support functions. The properties located at 135 Dubois and 165 Dubois are being leased by METRO while the Operations Building is being constructed. Both leases are for 3-year terms and each lease is listed on Attachment B with the lease details, including current rent amounts and METRO's current needs for these properties.

According to the applicable statute, any citizen, limited dividend corporation, housing corporation or nonprofit corporation, shall upon request, be provided with a list of the parcels found to be in excess without charge. Due to METRO using all of its leased and owned property in transit and transit related purposes, no list of excess properties was prepared for adoption.

The Federal Transit Administration (FTA) Circular 5010.1C requires METRO to prepare and keep up to date an excess property utilization plan for all property that is no longer needed to carry out the original intended purpose, including an explanation for the excess property. METRO is also required to notify the FTA when property is removed from the service originally intended at grant approval and put to additional or substitute uses. At this time, METRO has no excess property and, therefore, will not be preparing an excess property utilization plan.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The required funding for the properties leased on Attachment B is included in the FY16 current fiscal year's budget.

V. ALTERNATIVES CONSIDERED

There is no action required; this matter is purely for reporting only.

Attachment A: Santa Cruz METRO Deeds

Attachment B: Properties Leased by Santa Cruz METRO

Prepared By: Jessica Yanez, Legal Administrative Assistant

VI. APPROVALS:

Leslyn K. Syren, District Counsel



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




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 DEEDS

APN NO.	PARCEL LOCATION	DATE OF ACQUISITION BY SCMTD	ACQUIRED FROM	DESCRIPTION	STATUS OF USE
005-152-05	Santa Cruz, CA 912 Pacific Ave. Santa Cruz	07/16/80	Peerless Stages, Inc.	Pacific Station Multi-Modal Facility	Active transit center
005-152-31	Santa Cruz, CA 920 Pacific Avenue Santa Cruz	09/22/80	Reward Enterprises	Pacific Station Multi-Modal Facility	Active transit center
005-152-30	Santa Cruz, CA 425 Front Street Santa Cruz	12/29/10	Transportation Realty Income Partners, L.P., a Delaware Limited Partnership and Greyhound Lines, Inc., a Delaware Corporation	Paved Parking lot adjacent to Pacific Station	Recent Greyhound Bus Depot; Currently being used for overflow parking of METRO's buses and vehicles; Possible Future Site of renovated and enlarged Pacific Station
008-011-14	Santa Cruz, CA 110 Vernon Street Santa Cruz	08/01/07	Mindi Broughton and Paul Broughton, Broughton Land LLC, A California Limited Liability company	MetroBase Project	Current General Administration offices, IT servers and Facilities Maintenance shop and storage
008-013-07	Santa Cruz, CA 1217 River Street, Santa Cruz	2/29/08	R. Dennis Stewart and Martha A. Stewart, Trustees of the R. Dennis Stewart and Martha A. Stewart Family Trust	MetroBase Project	Previously four empty residential units purchased for the MetroBase project;; Site of a METRO Maintenance Facility that adjoins to the current facility.
008-013-08	Santa Cruz, CA 1211 River Street, Santa Cruz	1/31/08	Jan Van Boeschoten, as Trustee of the Jan Van Boeschoten Trust dated October 23, 2006	MetroBase Project	Previously an empty residential unit purchased for the MetroBase project; Currently a paved parking lot being utilized

Attachment A

SANTA CRUZ METRO DEEDS

008-013-09 previously 008-013-04 008-013-05 008-013-06	Santa Cruz, CA 120 Golf Club Dr. 138 Golf Club Dr. Santa Cruz	1. 6/24/05 2. 05/19/71 3. 07/7/71	1. The Estate of Yvonne A. Humphrey; Brent J. Bouchard, executor 2. Cecil E. and Minnie M. Woolsey 3. Sally Anne Smith	MetroBase Project Minor Maintenance Shop Location	for METRO owned vehicles. Active Maintenance Shop; Active Maintenance Facility for CNG repairs; Current Fleet Maintenance, Facilities Maintenance and Purchasing Administration offices
008-032-05 A- formerly 008-032-06	Santa Cruz, CA 1200-A River St. 1200-B River St.	06/15/77 - A 06/25/05 - B	Warren R. French (A) Mabel L. French (A) The 2004 Jeannine M. Gibson, Family Trust, Jeannine Marie Gibson, Trustee (B)	Operations Dept. Location MetroBase Project (A) MetroBase Project (B)	(A) Building site for future Operations Building. and offices; Bus Parking when vehicles are not being used. (B) Current site of MetroBase Fueling Facility and Bus Wash Facility
Bus Stop #2551. No APN listed	Santa Cruz, CA 17 th Ave./Tremont	09/5/89	No. Calif. VOE Elderly Housing, Inc.	17 th & Tremont Bus Stop Donation Live Oak Location	Active bus stop with shelter
022-211-91	Scotts Valley, CA 246 King's Village Road; Bart Cavallaro Transit Center	011/15/96	Church of Latter-Day Saints 13.87% ownership by Scotts Valley Redevelop. Agency	Bart Cavallaro Transit Center Park and Ride Lot Multi-Modal Facility	Active Transit Center
017-011-54	Borders West Lake Ave. & Rodriguez St., Watsonville, CA - Watsonville Transit Center	05/9/86	Crocker National Bank	Watsonville Transit Center Multi-Modal Facility	Active transit center

SANTA CRUZ METRO DEEDS

017-011-57 and 017-011-58 (formerly 51 & 52)	Watsonville, CA Watsonville Transit Center	10/06/88	Allan Louis Alexander Ann Alexander Rando John M. Batistich Joan M. Batistich Janet F. Ryan	Transit-Oriented Mixed Use Facility which includes a Child Care Center	99-year lease with City of Watsonville for \$1.00 per year.
086-102-14	Boulder Creek, CA 17835 China Grade Boulder Creek	04/7/05	Santa Cruz County/The Henry F. Plummer Trust, Henry F. Plummer, Trustee	Easement at China Grade & Hwy 236	Bus Turnaround
No APN # listed	Intersection of Soquel Ave., Soquel Dr. and Highway 1 Santa Cruz County	3/29/88	State of California, Dept. of Transportation	Director's Deed #DD- 47160-1 for 1.312 acres and .037 of an acre for Soquel Park & Ride Lot	Active Park and Ride Lot

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Attachment B
PROPERTIES LEASED BY
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PROPERTY ADDRESS/ LESSOR	TERM	CURRENT MONTHLY RENT	USE OF PROPERTY
115 Dubois Street Santa Cruz, CA IULIANO LLC #2	02/01/05-Beginning 12/31/13 – Ending 01/01/14 – Ext begins 12/31/15- Ext. ends *12/31/15 – Mo.-to-Mo. Extension begins	\$4,000.00/mo \$48,000.00/yr	Bus and vehicle parking
135 Dubois Street Santa Cruz, CA Wave Crest Development Inc., J3D Family Limited Partnership and the Lawrence Michels Family Limited Partnership	02/15/13 – Beginning 02/14/16 – Ending	\$3,500.00/mo \$42,000.00/yr	Bus and vehicle parking
165 Dubois Street Santa Cruz, CA Kim Family Enterprises, LLC	02/15/13 – Beginning 02/14/16 – Ending	\$9,310.00/mo Including NNN and Parking \$111,720.00/yr	Operations Building for dispatch and related administrative uses
2880 Research Park Dr. Soquel, CA Soquel III Associates	09/01/04-Beginning 08/31/09-Ending 09/01/09- Ext. begins 08/31/14- Ext. ends 09/01/14-Ext. begins 08/31/16-Ext. ends	\$13,322.53/mo \$159,870.36/yr	ParaCruz Operations Facility
1200 River Street (small portion) City of Santa Cruz	10/18/04- Beginning 10/17/44- Ending	\$1.00/yr. or \$40.00 due at end of term *100% of taxes and assessments	Future MetroBase facility

Grant of Easement and/or License Agreement

Capitola Mall 1855 41 st Avenue Capitola, CA Macerich Partnership, LP	Perpetual	\$1,839.41/mo \$22,072.92/yr.	Active Transit Center
Felton Faire 6267 Mt. Hermon Rd. Felton, CA Robert Marin and Celeste De Schulthess Marin, Trustees	01/09/16-Beginning 01/09/18-Ending	\$5,000.00/yr.	Operation and maintenance of a bus stop and bus shelter in shopping center

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DATE: December 11, 2015
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO ALLIANT INSURANCE SERVICES REPRESENTING THE HARTFORD FOR LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE COVERAGE NOT TO EXCEED \$82,188 FOR TWO YEARS

I. RECOMMENDED ACTION

- 1) That the Board of Directors authorize the CEO to execute a contract with options to extend the contract for a total term of ten years with Alliant Insurance Services representing (rep.) The Hartford for Life and Accidental Death and Dismemberment Insurance Coverage in an amount not to exceed \$82,188 for a two-year period; and,**
- 2) That the Board of Directors authorize the CEO to execute future amendments with Alliant Insurance Services rep. The Hartford for the four two-year options to extend, increasing the contract total for each option year as required**

II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for Life and Accidental Death and Dismemberment Insurance Coverage.
- A formal request for proposals was conducted to solicit proposals from qualified firms. Three firms submitted proposals for METRO's review.
- A five-member evaluation team comprised of the Human Resources Manager, the Assistant Human Resources Manager, the Fixed Route Superintendent, and representatives from UTU and SEIU evaluated all proposals received.
- After reviewing and evaluating the proposals the team is recommending an award to Alliant Insurance Services rep. The Hartford.

III. DISCUSSION/BACKGROUND

METRO provides Life and Accidental Death & Dismemberment Insurance Coverage for its' employees. METRO's current provider for these services is Alliant Insurance Services rep. The Hartford; however, this contract will expire on December 31, 2015, with no further options to renew.

In May 2015, the Board authorized staff to issue a Request for Proposals for Life and Accidental Death and Dismemberment Insurance Coverage. On Tuesday, October 20, 2015, METRO legally advertised and distributed Request for Proposals (RFP) No. 16-01 to 40 firms, posted notice on its website, and sent email notices to all GovDelivery subscribers. On November 13, 2015, proposals were received and opened from three firms. A list of these firms is provided in Attachment A. A five-member evaluation team comprised of METRO staff has reviewed and evaluated the proposals.

The evaluation team used the following criteria as contained in the Request for Proposals:

Evaluation Criteria	Points
Offeror's Qualifications and Experience	30
Offeror's Insurance Program	30
Quality of relevant experience of offeror's key staff	20
Experience with Government Agencies	15
References	15
Cost Proposal	30
Total Points Possible	140

Staff is recommending that the Board of Directors authorize the CEO to execute a two-year contract on behalf of METRO, with four, two-year options to extend, with Alliant Insurance Services rep. The Hartford for Life and Accidental Death and Dismemberment Insurance coverage in an amount not to exceed \$82,188. The contractor will provide all services meeting METRO's specifications and contract requirements. The Human Resources Manager, Robyn D. Slater, will serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The base value of the contract is \$82,188 for the first two years. Should all four options be exercised, the total ten-year value of the contract is anticipated to be \$415,049. Funds to support this contract are included in the FY16 & FY17 Life Ins/AD&D Insurance (Account #502051) Operating Budgets.

V. ALTERNATIVES CONSIDERED

- Do nothing and allow the contract to expire. Staff does not recommend this alternative since this benefit is a contractual requirement.

- Reduce the number of years before an RFP must be issued. Staff does not recommend this alternative. There is a contractual clause allowing METRO to terminate the contact at any time so a reduction in the number of renewal years is not necessary.

VI. ATTACHMENTS

Attachment A: List of Responding Firms

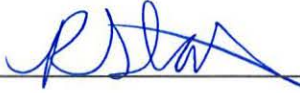
Attachment B: Contract with Alliant Insurance Services rep. The Hartford

Note: A full copy of the Contract is available on request.

Prepared By: Alex Strudley, Purchasing Assistant
Robyn D. Slater, Human Resources Manager

VII. APPROVALS:

Robyn D. Slater, HR Manager




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



Approved as to fiscal impact:
Angela Aitken, Finance Manager

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Alex Clifford, CEO/General Manager



Attachment A



Responding Firms for RFP No. 16-01

Life and Accidental Death and Dismemberment Insurance

Received November 13, 2015 by 5:00 PM

Alliant Employee Benefits	San Francisco	CA
Unum Corporation	Glendale	CA
Ochs, Inc.	St. Paul	MN

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Attachment B

PROFESSIONAL SERVICES CONTRACT FOR LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (16-01)

THIS CONTRACT is made effective on January 1, 2016 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (“Santa Cruz METRO”), a political subdivision of the State of California, and ALLIANT INSURANCE SERVICES representing “The Hartford” (“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 Life, Accidental Death and Dismemberment Insurance

Santa Cruz METRO has the need for Life, Accidental Death and Dismemberment Insurance. In order to obtain these services, Santa Cruz METRO issued a Request for Proposals, dated October 13, 2015, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor’s Proposal

Contractor is a firm qualified to provide Life, Accidental Death and Dismemberment Insurance and whose principal place of business is 100 Pine Street, 11th Floor, San Francisco, CA 94111. Pursuant to the Request for Proposals issued by Santa Cruz METRO, Contractor submitted a proposal for Life, Accidental Death and Dismemberment Insurance, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On November 23, 2015, Santa Cruz METRO selected Contractor as the offeror whose proposal was most advantageous to Santa Cruz METRO to provide the Life, Accidental Death and Dismemberment Insurance described herein. This Contract is intended to fix the provisions of these services.

Santa Cruz METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents listed 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 Section 11.14 of the General Conditions to the Contract.

A. Exhibit A

Santa Cruz METRO’s “Request for Proposals” dated October 13, 2015, including Addendum No. 1 dated November 6, 2015 and Addendum No. 2 dated November 11, 2015.

Attachment B

B. Exhibit B (Contractor's Proposal)

Contractor's Proposal to Santa Cruz METRO for Life, Accidental Death and Dismemberment Insurance, signed by Contractor and dated November 13, 2015.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A and B. Where in conflict, the provisions of Exhibit A supersede Exhibit B.

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the Contract:

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Part IV, Section 11.14 of, the General Conditions to the Contract.

3.01.02 CONTRACTOR - The Contractor selected by Santa Cruz METRO for this project in accordance with the Request for Proposals issued October 13, 2015.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued October 13, 2015.

3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed two (2) years and shall commence upon the execution of the Contract by Santa Cruz METRO.

At the option of Santa Cruz METRO, this Contract agreement may be renewed for four (4) additional two (2) year terms upon mutual written consent.

Attachment B

5. COMPENSATION

5.01 Terms of Payment

Santa Cruz METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by Santa Cruz METRO. Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of Santa Cruz METRO's approval of Contractor's written invoice for said work. Contractor understands and agrees that if they exceed the **\$82,188.00** maximum amount payable under this Contract, they do so at their own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by Santa Cruz METRO on a monthly basis. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by Santa Cruz METRO (or any grantor of Santa Cruz METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to Santa Cruz METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting, if sent by registered mail, 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

CONTRACTOR

Alliant Insurance Services
100 Pine Street, 11th Floor
San Francisco, CA 94111

Attention: Christine Kerns, Senior Vice President

Attachment B

7. **PLAN CLARIFICATION**

Contractor is to provide to Santa Cruz METRO, "The Hartford" plan for Life and Accidental Death and Dismemberment Insurance.

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.

Signed on _____

Santa Cruz METRO –
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

Contractor –
ALLIANT INSURANCE SERVICES

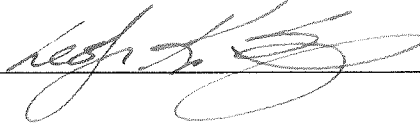
~~Christine Kerns~~, Senior Vice President

THOMAS SAUER



Approved as to Form:

Leslyn Syren, District Counsel





DATE: December 11, 2015
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO ALLIANT INSURANCE SERVICES REPRESENTING THE HARTFORD FOR LONG TERM DISABILITY INSURANCE COVERAGE NOT TO EXCEED \$269,742 FOR TWO YEARS

I. RECOMMENDED ACTION

- 1) That the Board of Directors authorize the CEO to execute a contract with options to extend the contract for a total term of ten years with Alliant Insurance Services representing (rep.) The Hartford for Long Term Disability Insurance Coverage in an amount not to exceed \$269,742 for a two-year period; and,**
- 2) That the Board of Directors authorize the CEO to execute future amendments with Alliant Insurance Services rep. The Hartford for the four two-year options to extend, increasing the contract total for each option year as required.**

II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for Long Term Disability Insurance Coverage.
- A formal Request For Proposals was conducted to solicit proposals from qualified firms. Two firms submitted proposals for METRO's review.
- A five-member evaluation team comprised of the Human Resources Manager, the Assistant Human Resources Manager, the Fixed Route Superintendent, and representatives from UTU and SEIU evaluated all proposals received.
- After reviewing and evaluating the proposals, the team is recommending an award to Alliant Insurance Services rep. The Hartford.

III. DISCUSSION/BACKGROUND

METRO provides Long Term Disability Insurance Coverage for its' employees. METRO's current provider for these services is Alliant Insurance Services rep. The Hartford; however, this contract will expire on December 31, 2015, with no further options to renew.

In May 2015, the Board authorized staff to issue a Request for Proposals for Long Term Disability Insurance Coverage. On Tuesday, October 20, 2015, METRO legally advertised and distributed Request for Proposals (RFP) No. 16-02 to 33 firms, posted notice on its website, and sent email notices to all GovDelivery subscribers. On November 13, 2015, proposals were received and opened from two firms. A list of these firms is provided in Attachment A. A five-member evaluation team comprised of METRO staff has reviewed and evaluated the proposals.

The evaluation team used the following criteria as contained in the Request for Proposals:

Evaluation Criteria	Points
Offeror's Qualifications and Experience	30
Offeror's Insurance Program	30
Quality of relevant experience of offeror's key staff	20
Experience with Government Agencies	15
References	15
Cost Proposal	30
Total Points Possible	140

Staff is recommending that the Board of Directors authorize the CEO to execute a two-year contract on behalf of METRO, with four, two-year options to extend, with Alliant Insurance Services rep. The Hartford for Long Term Disability Insurance coverage in an amount not to exceed \$269,742. The contractor will provide all services meeting METRO's specifications and contract requirements. The Human Resources Manager, Robyn D. Slater, will serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The base value of the contract is \$269,742 for the first two years. Should all four options be exercised, the total ten-year value of the contract is anticipated to be \$1,362,197. Funds to support this contract are included in the FY16 & FY17 Long Term Disability Ins (account #502061) Operating Budgets.

V. ALTERNATIVES CONSIDERED

- Do nothing and allow the contract to expire. Staff does not recommend this alternative since this benefit is a contractual requirement.

- Reduce the number of years before an RFP must be issued. Staff does not recommend this alternative. There is a contractual clause allowing METRO to terminate the contact at any time so a reduction in the number of available renewal years is not necessary.

VI. ATTACHMENTS

Attachment A: List of Responding Firms

Attachment B: Contract with Alliant Insurance Services rep. The Hartford

Note: A full copy of the Contract is available on request.

Prepared By: Alex Strudley, Purchasing Assistant
Robyn D. Slater, Human Resources Manager

VII. APPROVALS:

Robyn D. Slater, HR Manager



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



Approved as to fiscal impact:
Angela Aitken, Finance Manager

dla/ow for AA

Alex Clifford, CEO/General Manager



Attachment A



Responding Firms for RFP No. 16-02

Long Term Disability Insurance

Received November 13, 2015 by 5:00 PM

Alliant Employee Benefits	San Francisco	CA
Unum Corporation	Glendale	CA

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Attachment B

PROFESSIONAL SERVICES CONTRACT FOR LONG TERM DISABILITY INSURANCE (16-02)

THIS CONTRACT is made effective on January 1, 2016 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Santa Cruz METRO"), a political subdivision of the State of California, and ALLIANT INSURANCE SERVICES representing "The Hartford" ("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 Long Term Disability Insurance

Santa Cruz METRO has the need for Long Term Disability Insurance. In order to obtain these services, Santa Cruz METRO issued a Request for Proposals, dated October 13, 2015, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Proposal

Contractor is a firm qualified to provide Long Term Disability Insurance and whose principal place of business is 100 Pine Street, 11th Floor, San Francisco, CA 94111. Pursuant to the Request for Proposals issued by Santa Cruz METRO, Contractor submitted a proposal for Long Term Disability Insurance, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On November 23, 2015, Santa Cruz METRO selected Contractor as the offeror whose proposal was most advantageous to Santa Cruz METRO to provide the Long Term Disability Insurance described herein. This Contract is intended to fix the provisions of these services.

Santa Cruz METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents listed 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 Section 11.14 of the General Conditions to the Contract.

A. Exhibit A

Santa Cruz METRO's "Request for Proposals" dated October 13, 2015, including Addendum No. 1. dated November 13, 2015.

Attachment B

B. Exhibit B (Contractor's Proposal)

Contractor's Proposal to Santa Cruz METRO for Long Term Disability Insurance, signed by Contractor and dated November 13, 2015.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A and B. Where in conflict, the provisions of Exhibit A supersede Exhibit B.

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the Contract:

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Part IV, Section 11.14 of, the General Conditions to the Contract.

3.01.02 CONTRACTOR - The Contractor selected by Santa Cruz METRO for this project in accordance with the Request for Proposals issued October 13, 2015.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued October 13, 2015.

3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed two (2) years and shall commence upon the execution of the Contract by Santa Cruz METRO.

At the option of Santa Cruz METRO, this Contract agreement may be renewed for four (4) additional two (2) year terms upon mutual written consent.

Attachment B

5. COMPENSATION

5.01 Terms of Payment

Santa Cruz METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by Santa Cruz METRO, as specified in the proposal titled "The Hartford Renewal." Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of Santa Cruz METRO's approval of Contractor's written invoice for said work. Contractor understands and agrees that if they exceed the **\$269,742.00** maximum amount payable under this Contract, they do so at their own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by Santa Cruz METRO on a monthly basis. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by Santa Cruz METRO (or any grantor of Santa Cruz METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to Santa Cruz METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting, if sent by registered mail, 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

CONTRACTOR

Alliant Insurance Services
100 Pine Street, 11th Floor
San Francisco, CA 94111

Attention: Christine Kerns, Senior Vice President

Attachment B

7. **PLAN CLARIFICATION**

Contractor is to provide to Santa Cruz METRO, "The Hartford" plan for Long Term Disability Insurance.

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.

Signed on _____

Santa Cruz METRO –
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

Contractor –
ALLIANT INSURANCE SERVICES

Christine Kerns, Senior Vice President

THOMAS SHIR



Approved as to Form:

Leslyn Syren, District Counsel





DATE: December 11, 2015
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: CONSIDERATION OF RESOLUTION APPROVING THE FY16 REVISED CAPITAL BUDGET

I. RECOMMENDED ACTION

That the Board of Directors adopt a resolution approving the FY16 Revised Capital Budget, as presented in Attachment B

II. SUMMARY

- The Board of Directors adopted the FY16 Capital Budget on June 26, 2015.
- 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 30th each year. The Board adopted the FY16 & FY17 Operating and FY16 Capital Budget on June 26, 2015.

This will be the second revision to the FY16 Capital Budget since it was adopted.

Staff requests that the Board adopt a resolution (**Attachment A**) to approve the Revised FY16 Capital Budget (**Attachment B**)

A Reconciliation by Project as of December 11, 2015 (**Attachment C**) is provided; this reconciles the (current) FY16 Revised Capital Budget against the (original) Final FY16 Capital Budget adopted on June 26, 2015.

This revision adds two capital projects.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The original FY16 Capital Budget adopted June 26, 2015 totals \$13,248,387.

- Revision 1 – October 23, 2015 - the first revision primarily adjusted the capital projects for spending through the end of FY15, and detailed the list of projects funded with FTA Section 5339 funding (\$956,023) that were presented as a placeholder in June. This revision was a net decrease of \$974,196, for a revised FY16 Capital Budget balance of \$12,274,192.
- Revision 2 – December 11, 2015 – this revision adds two (2) capital projects; Two (2) Bus Shelters funded by the contractor of the Lexington Hotel in Scotts Valley, and a UPS and Extended Battery, funded with money in the Security department operating budget that will be held aside and not spent - to offset this unbudgeted emergency replacement. This revision will be a net increase of \$26,311, for a revised FY16 Capital Budget balance of \$13,300,503.

The Reconciliation by Project as of December 11, 2015 (Attachment C) lists the detail of all changes by project since adoption on June 26, 2015. The year to date change is a net decrease of \$947,885.

V. ALTERNATIVES CONSIDERED

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

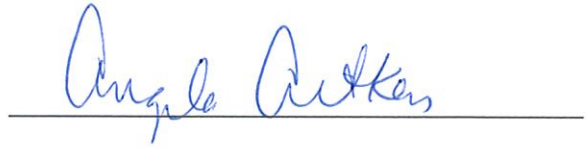
VI. ATTACHMENTS

- Attachment A:** FY16 Capital Budget Resolution
Attachment B: FY16 Capital Budget as of December 11, 2015
Attachment C: FY16 Capital Budget – Reconciliation by Project as of December 11, 2015

Prepared By: Debbie Kinslow, Assistant Finance Manager

VII. APPROVALS:

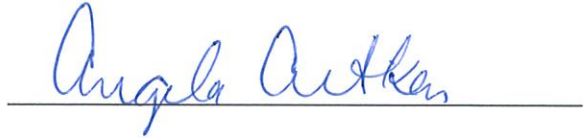
Angela Aitken, Finance Manager



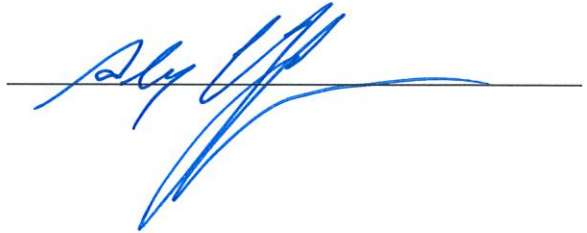
Approved as to form:
Leslyn K. Syren, District Counsel



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:

A RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING A REVISION TO THE FY16 CAPITAL BUDGET

WHEREAS, the Board of Directors approved the FY16 Capital Budget on June 26, 2015; and it is necessary to revise the adopted FY16 Capital Budget of the Santa Cruz Metropolitan Transit District to provide for revisions in the capital budget.

NOW, THEREFORE, BE IT RESOLVED, the FY16 Capital Budget is hereby amended per Attachment B to this resolution.

PASSED AND ADOPTED this 11th day of December 2015, by the following vote:

AYES: Directors -

NOES: Directors -

ABSENT: Directors -

ABSTAIN: Directors -

Approved _____
DENE BUSTICHI
Board Chair

ATTEST _____
ALEX CLIFFORD,
CEO, General Manager

APPROVED AS TO FORM:

LESLYN SYREN
District Counsel

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Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY16 CAPITAL BUDGET AS OF DECEMBER 11, 2015

PROJECT/ACTIVITY	RESTRICTED FEDERAL FUNDS	RESTRICTED SAKATA/LAW SUIT PROCEEDS	RESTRICTED PT/MISEA (1B)	RESTRICTED SLPP	RESTRICTED CAL-OES PROP 1B TRANSIT SECURITY	RESTRICTED STIP	RESTRICTED CAPITAL STA	SALES TAX MATCH - SLPP - (BACKFILL WISTA)	OPERATING / CAPITAL RESERVES - CARRYOVER FROM FY15	OPERATING / CAPITAL RESERVES - NEW FOR FY16	TOTAL
Construction Related Projects											
1 Metrobase Project - Judy K Souza - Operations Bldg Pacific Station/Metro Center - Conceptual Design / MOU w/ City of SC	\$ 148,452	\$ 635,000	\$ 6,500,000	\$ 1,000,000	\$ 646,033	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 9,781,033
2 Transit Security Projects	\$ -	\$ -	\$ -	\$ -	\$ 164,882	\$ -	\$ -	\$ -	\$ 37,113	\$ -	\$ 185,565
3 Fire Egress	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,000	\$ -	\$ 48,000
4 Subtotal	\$ 148,452	\$ 635,000	\$ 6,500,000	\$ 1,000,000	\$ 810,915	\$ -	\$ -	\$ 1,000,000	\$ 85,113	\$ -	\$ 10,217,155
IT Projects											
6 Finance Software Replacement (Partial Funding - 50%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ 90,000
7 HR Software Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,829	\$ -	\$ 35,829
8 Maintstar Advanced Query Module	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,629	\$ -	\$ 125,629
9 Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146,834	\$ -	\$ 146,834
Facilities Repair & Improvements											
9 Upgrade L/CNG Fueling Facility	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,000	\$ 25,000	\$ 255,000
10 Repair Roof-110 Vernon (FTA 5339)	\$ 85,632	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,408	\$ -	\$ 107,040
11 Bus Stop Repairs / Improvements	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,065	\$ -	\$ 16,934	\$ -	\$ 100,999
12 Reseal, Resurface Parking Lots (FTA 5339)	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 27,000
13 2 Bus Shelters in SV (Lexington Hotel)	\$ 7,638	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ 10,638
14 Repair Roof at Pacific Station (FTA 5339)	\$ 6,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,910	\$ -	\$ 8,310
15 Relocate Mechanics Sink-Golf Club (FTA 5339)	\$ 271,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,065	\$ -	\$ 146,834	\$ 1,600	\$ 424,109
16 Upgrade Exhaust Evacuation-Golf Club (FTA 5339)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ -	\$ 8,000
17 Subtotal	\$ 271,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 84,065	\$ -	\$ 146,834	\$ 91,739	\$ 594,409
Revenue Vehicle Replacement & Campaigns											
18 Paracruz Van Replacements (4)	\$ 188,666	\$ -	\$ -	\$ 247,950	\$ -	\$ -	\$ -	\$ -	\$ 86,250	\$ -	\$ 322,866
19 Mid-Life Bus Engine Overhaul (6) (FTA 5339)	\$ 162,539	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,744	\$ 7,672	\$ 210,955
20 Bus Repair Campaign (56) (FTA 5339)	\$ 50,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,635	\$ -	\$ 91,035
21 FTA Section 5310-(1 Paratransit Vehicle TBD)	\$ 402,605	\$ -	\$ -	\$ -	\$ -	\$ 247,950	\$ -	\$ -	\$ 1,250	\$ 12,600	\$ 674,405
22 State of Good Repair # 2-Tooling, Diagnostic Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250	\$ -	\$ 1,250
23 Subtotal	\$ 402,605	\$ -	\$ -	\$ 247,950	\$ -	\$ 247,950	\$ -	\$ -	\$ 127,244	\$ 60,907	\$ 839,706
Non-Revenue Vehicle Replacement											
23 Replacement Non-Revenue Vehicles (11) (FTA 5339) *	\$ 171,023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 42,756	\$ -	\$ 213,779
24 Replace High Lift Bucket Truck (FTA 5339)	\$ 75,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,830	\$ -	\$ 94,148
25 Propane Fueled Tow Motor (for buses) (FTA 5339)	\$ 46,602	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,651	\$ -	\$ 58,253
26 Subtotal	\$ 262,943	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,237	\$ -	\$ 336,180
Fleet & Maint Equipment											
26 None at this time	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27 Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Equipment											
27 Office Furniture Ergonomic & Distressed Furniture (STA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,700	\$ -	\$ -	\$ -	\$ 26,700
28 Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,700	\$ -	\$ -	\$ -	\$ 26,700
Misc.											
28 Ticket Vending Machine-SLV	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,735	\$ -	\$ 63,735
29 TVM Audible Improvements - Firmware, Braille Placards, and Key Pads	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ 25,000
30 UPS and Extended Battery for Video Surveillance Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,490	\$ -	\$ 2,490
31 Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,735	\$ 2,490	\$ 91,225
TOTAL CAPITAL PROJECTS	\$ 1,115,670	\$ 635,000	\$ 6,500,000	\$ 1,000,000	\$ 810,915	\$ 247,950	\$ 188,940	\$ 1,000,000	\$ 646,892	\$ 155,136	\$ 12,300,503

8-10B.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 FY16 CAPITAL BUDGET
 AS OF DECEMBER 11, 2015

PROJECT/ACTIVITY	RESTRICTED FEDERAL FUNDS	RESTRICTED SAKATA/LAW SUIT PROCEEDS	RESTRICTED PTMISEA (1B)	RESTRICTED SLPP	RESTRICTED CAL-OES PROP 1B TRANSIT SECURITY	RESTRICTED STIP	RESTRICTED CAPITAL STA	SALES TAX MATCH - SLPP (BACKFILL W/STA)	OPERATING / CAPITAL RESERVES - CARRYOVER FROM FY15	OPERATING / CAPITAL RESERVES - NEW FOR FY16	TOTAL
CAPITAL PROGRAM FUNDING											
<u>Federal Sources of Funds:</u>											
Federal Grants (FTA)	\$ 1,115,670										\$ 1,115,670
Sakata / Lawsuit Proceeds		\$ 635,000									\$ 635,000
<u>State Sources of Funds:</u>											
PTMISEA (1B)			\$ 6,500,000								\$ 6,500,000
State-Local Partnership Program (SLPP)				\$ 1,000,000							\$ 1,000,000
Cal-OES Prop 1B Transit Security Grant Funds (CTS-GP)					\$ 810,915						\$ 810,915
Statewide Transportation Improvement Program (STIP)						\$ 247,950					\$ 247,950
Capital Restricted - State Transit Assistance (STA)							\$ 188,940				\$ 188,940
Sales Tax Match for SLPP - (Backfilled w/STA)								\$ 1,000,000			\$ 1,000,000
<u>Local Sources of Funds:</u>											
Operating / Capital Reserve Fund									\$ 646,892	\$ 155,136	\$ 802,028
TOTAL CAPITAL FUNDING BY FUNDING SOURCE	\$ 1,115,670	\$ 635,000	\$ 6,500,000	\$ 1,000,000	\$ 810,915	\$ 247,950	\$ 188,940	\$ 1,000,000	\$ 646,892	\$ 155,136	\$ 12,300,503
Restricted Funds	\$ 1,115,670	\$ 635,000	\$ 6,500,000	\$ 1,000,000	\$ 810,915	\$ 247,950	\$ 188,940	\$ 1,000,000			\$ 11,498,475
Non-Restricted Funds									\$ 646,892	\$ 155,136	\$ 802,028
TOTAL CAPITAL FUNDING	\$ 1,115,670	\$ 635,000	\$ 6,500,000	\$ 1,000,000	\$ 810,915	\$ 247,950	\$ 188,940	\$ 1,000,000	\$ 646,892	\$ 155,136	\$ 12,300,503

**FY16 CAPITAL BUDGET
RECONCILIATION BY PROJECT
AS OF DECEMBER 11, 2015-2ND REVISION**

Attachment C

FY16 FINAL CAPITAL BUDGET ADOPTED JUNE 26, 2015: \$ 13,248,387

CAPITAL PROJECT	SOURCE	AMOUNT	TOTAL
Reduce: Cal-OES Transit Security Projects	Cal-OES	\$ (373,118)	
Reason: Adjust project balance to account for funds on-hand at the end of FY15 + the next allocation of \$440,505 which should arrive mid-December 2015			
Reduce: Pacific Station/Metro Center - Conceptual Design / MOU w/City of Santa Cruz Project	FTA RESERVES	\$ (151,548) \$ (37,887)	
Reason: Adjust project balance to account for FY15 spending			
Reduce: WTC - Conceptual Design Project	RESERVES	\$ (110,000)	
Reason: Adjust project balance to account for FY15 spending			
Remove: WTC Customer Service Booth Remodel	LCTOP (Cap & Trade)	\$ (82,000)	
Reason: Low Carbon Transit Operations Program (Cap & Trade) grant was not awarded			
Reduce: Adjust Fire Egress Project	STA	\$ (12,325)	
Reason: Adjust project balance to account for FY15 spending			
Reduce: HR Software Upgrade Project	STA RESERVES	\$ (10,000) \$ (4,371)	
Reason: Adjust project balance to account for spending at the end of FY15; remove \$10K of STA funds added for travel, as travel was included in the original project proposal			
Add: Maintstar Advanced Query Module	STA	\$ 5,500	
Reason: Purchase advanced query module for Fleet & Facilities Maintstar software; good return on investment, as it will improve productivity			

**FY16 CAPITAL BUDGET
RECONCILIATION BY PROJECT
AS OF DECEMBER 11, 2015-2ND REVISION**

Attachment C

CAPITAL PROJECT	SOURCE	AMOUNT	TOTAL
Reduce: Bus Stop Improvements	RESERVES	\$ (14,227)	
Reason: Adjust project balance to account for FY15 spending			
Remove: WTC Renovations & Repairs	STA RESERVES	\$ (7,000) \$ (30,000)	
Reason: Project scope reduced, completed in FY15			
Reduce: Paracruz Van Replacement	STIP	\$ (97,050)	
Reason: 2 Paracruz Vans purchased in FY15 using STIP funds only - no local match - adjust project balance for spending; local match will be used for the remaining vehicles			
Reduce: State of Good Repair #2 - Tooling, Diagnostic Equipment	RESERVES	\$ (33,750)	
Reason: Adjust project balance to account for FY15 spending			
Reduce: Office Furniture / Ergonomic & Distressed Furniture	STA	\$ (15,300)	
Reason: Adjust project balance to account for FY15 spending			
Remove: WTC Police Substation - Workstation	RESERVES	\$ (1,120)	
Reason: Workstation was purchased against the Office Furniture / Ergonomic & Distressed Furniture project			
Add: UPS & Extended Battery for Video Surveillance at WTC	RESERVES	\$ 2,490	
Reason: UPS purchased in 2011 that is used for the video surveillance equipment at WTC has failed; contractor recommended replacement rather than repair for warranty reasons. Funds in the Security department operating budget will be held aside and not spent - to offset this unbudgeted emergency replacement.			

**FY16 CAPITAL BUDGET
 RECONCILIATION BY PROJECT
 AS OF DECEMBER 11, 2015-2ND REVISION**

Attachment C

CAPITAL PROJECT	SOURCE	AMOUNT	TOTAL
Add: Two (2) Bus Shelters in Scotts Valley - (Lexington Hotel)	RESERVES	\$ 23,821	
<p>Reason: The Lexington Hotel contractor agreed that in exchange of a bus pull out directly in front of the Lexington Hotel project, they would reimburse METRO for two bus shelters and corresponding labor to install.</p>			
	Cal-OES	\$ (373,118)	
	FTA	\$ (151,548)	
	LCTOP	\$ (82,000)	
	STA	\$ (39,125)	
	STIP	\$ (97,050)	
	RESERVES	\$ (205,044)	
TOTAL CAPITAL BUDGET REVISIONS YTD - 12/11/15:			\$ (947,885)
FY16 REVISED CAPITAL BUDGET AS OF DECEMBER 11, 2015:			\$ 12,300,503

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DATE: December 11, 2015
TO: Board of Directors
FROM: Leslyn K. Syren, District Counsel
**SUBJECT: CONSIDERATION OF ADOPTION OF SANTA CRUZ METRO'S
AMENDED CONFLICT- OF- INTEREST CODE AND APPROVAL OF
THE RESOLUTION CONFIRMING THIS ACTION**

I. RECOMMENDED ACTION

Adopt Santa Cruz METRO's amended Conflict-of-Interest Code for Designated Officials, Employees and Consultants and Approve the Resolution Adopting the Amended Code.

II. SUMMARY

- All local agencies and special districts are required by Government Code §87300 to adopt a Conflict-of-Interest Code ("Code").
- Santa Cruz Metropolitan Transit District's (METRO) Code was amended to include the Planning and Development Manager position that was authorized for FY15-16.
- METRO Managers and Staff have reviewed the amended Code and are requesting that the Board adopt the amended Code and approve the attached Resolution.

III. DISCUSSION/BACKGROUND

The Political Reform Act (PRA) controls conflict of interests of public officials through disclosure of financial interests and prohibitions on participation in the making of decisions in which the official knows, or has reason to know he/she has a financial interest. The PRA's standards are found in California Government Code Sections 81000 et seq. The Fair Political Practices Commission (FPPC) has also adopted regulations implementing the PRA, see Title 2 of the California Code of Regulations Section 18109 et seq., and issues formal opinions and advice letters on the application of the PRA to particular situations. The FPPC maintains a website at www.fppc.ca.gov which contains the PRA regulations, opinions and advice letter summaries.

In accordance with the PRA, all government agencies must adopt a Conflict-of-Interest Code. The Code must be amended when circumstances change, such as when new positions are created or existing positions change. The Code must be consistent with the minimum requirements of the PRA. The Code has the

force of law and any violation of the Code by a designated employee may be deemed a violation of Government Code §87300 et seq.

This amendment includes the addition of the Planning and Development Manager to METRO's Conflict of Interest Code (*Exhibit A*).

Staff recommends that the Board adopt the amended Code and approve the Resolution Adopting the Amended Conflict of Interest Code (*Attachment A*).

IV. FINANCIAL CONSIDERATIONS/IMPACT

There is no financial consideration for this action.

V. ALTERNATIVES CONSIDERED

- Make no changes to the existing Conflict-of-Interest Code.
 - Staff does not recommend this option. This is a legal requirement under the Political Reform Act (PRA) that all public officials disclose their financial interests on an annual basis, using Form 700.

VI. ATTACHMENTS

Attachment A: Resolution Adopting the Amended Conflict of Interest Code
Exhibit A: METRO's Amended Conflict-of-Interest Code

Prepared By: Rickie-Ann Kegley, Paralegal

VII. APPROVALS:

Leslyn K. Syren, District Counsel



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:

ADOPTION OF AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the Political Reform Act, Government Code Sections 81000, et seq., requires the Santa Cruz Metropolitan Transit District (District), a local public agency, to adopt a Conflict of Interest Code; and

WHEREAS, on April 16, 1999, the District adopted an Ethics Code which included a Conflict of Interest Code; and

WHEREAS, this body has determined that it wishes to amend its Conflict of Interest Code for Directors, Employees and Consultants to include a new Management position that has been authorized for FY15 – FY16;

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 Conflict of Interest Code previously adopted on March 13, 2015, is hereby rescinded.
2. The Conflict of Interest Code attached and labeled “Exhibit A” is hereby adopted, including appendices labeled:
 - a. “Appendix A”, Designated Positions and Assigned Disclosure Category.
3. Any future filings required of Directors, employees, or consultants by the Political Reform Act shall be consistent with the Conflict of Interest Code adopted by this resolution.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on December 11, 2015, by the following vote:

Attachment A

AYES: DIRECTORS –
NOES: DIRECTORS –
ABSENT: DIRECTORS –
ABSTAIN: DIRECTORS –

DENE BUSTICHI
Chairperson

ATTEST:

ALEX CLIFFORD
CEO/General Manager

APPROVED AS TO FORM:

LESLYN K. SYREN
District Counsel

Attachment A

**EXHIBIT A, SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
RESOLUTION NO. _____**

**CONFLICT OF INTEREST CODE FOR DESIGNATED OFFICIALS,
EMPLOYEES, MEMBERS AND CONSULTANTS**

(Attached)

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Exhibit A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADMINISTRATIVE CODE

TITLE IX – CONFLICT OF INTEREST

CHAPTER 1

CONFLICT OF INTEREST CODE FOR DESIGNATED OFFICIALS, EMPLOYEES, MEMBERS AND CONSULTANTS

(Pursuant to Resolution No. _____)

Table of Contents

Article I	Policy
Article II	Designated Positions
Article III	Disclosure Categories
Article IV	Disqualification

Article I Policy

- §9.1.101** The Political Reform Act Section 81000, *et seq.*, requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission (FPPC) has adopted a regulation, Article 2 of the California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. The terms of Article 2 of the California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission (FPPC) are hereby incorporated by reference and, all officials, employees, members and consultants designated herein and disclosure categories set forth herein, constitute the Conflict of Interest Code of the Santa Cruz Metropolitan Transit District (Santa Cruz METRO).
- §9.1.102** Designated Officials, Employees, Members and Consultants shall file Statements of Economic Interests (Form 700) with the Santa Cruz METRO at its Administrative Offices located at 110 Vernon Street, Santa Cruz, California 95060 on forms prescribed by the FPPC and supplied by the Santa Cruz METRO no later than April 1st of each year, (Title 2 of the California Code of Regulations, Section 18730). Such forms can be obtained from Santa Cruz METRO's Executive Assistant.
- §9.1.103** Designated Officials, Employees, Members and Consultants assuming positions after the April 1st deadline of this code shall file Statements of Economic Interests (Form

Exhibit A

700) within thirty (30) days after assuming the designated positions with Santa Cruz METRO's Executive Assistant.

- §9.1.104** Santa Cruz METRO will retain the completed Form 700s prepared by all designated officials, employees, members and consultants. Santa Cruz METRO will make the Form 700s available for public inspection and reproduction upon request.
- §9.1.105** Designated Officials, Employees, Members and Consultants violating any provision of this regulation are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code Sections 81000-91014. Additionally, any violation may subject a Santa Cruz METRO employee to disciplinary action up to and including employment termination.
- §9.1.106** In the event that the Conflict of Interest Code is amended, all newly designated officials, employees, members and consultants added to *Appendix A*, shall provide Santa Cruz METRO with an Economic Statement (Form 700) within thirty (30) days after adoption of the amended Code. Such forms shall be submitted to Santa Cruz METRO's Executive Assistant.

Article II Designated Positions

- §9.1.201** The persons holding positions listed in *Appendix A* are designated Officials, Employees, Members or Consultants for purposes of Santa Cruz METRO's Conflict of Interest Code. It has been determined that these persons through their Santa Cruz METRO employment position or their status as a Santa Cruz METRO Official, Member or Consultant make or participate in the making of governmental decisions which may foreseeably have a material effect on economic or financial interests of their own or others.
- §9.2.202** Santa Cruz METRO Officials, Employees and Members listed in *Appendix A* shall complete their Form 700s pursuant to the Disclosure Category set forth in *Appendix A*.
- §9.2.203** Designated Consultants listed in *Appendix A* shall disclose pursuant to the broadest disclosure category (Category 1) unless Santa Cruz METRO's CEO/General Manager determines in writing that a particular Consultant, although holding a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The CEO/General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.
- §9.2.204** All persons who leave designated positions shall file Statements of Economic Interest (Form 700) within thirty (30) days after leaving office with Santa Cruz METRO's Executive Assistant.
- §9.1.205** An individual holding one of the positions listed in *Appendix A* may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if he/she believes that their position has been categorized incorrectly.

Exhibit A

The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200 and as a result the individual holding such position is required to complete a Statement of Economic Interest (Form 700).

Article III Disclosure Categories

§9.1.301 Disclosure Categories are the following:

Full Disclosure-Category 1:

All interests in real property located within the jurisdiction, as well as investments, business positions and sources of income, including gifts, loans and travel payments.

Full Disclosure (excluding interest in real property)-Category 2:

All investments, business positions in business entities, and sources of income, including gifts, loans and travel payments.

Interests in Real Property-Category 3

All interests in real property located in the jurisdiction.

General Contracting Categories-Category 4

- a) All investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the Santa Cruz METRO.
- b) All investments, business positions and income, including gifts, loans and travel payments, from sources that provide leased facilities, goods, equipment, vehicles, machinery or services, including training or consulting services, of the type utilized by the employee's department or area of authority.

Grant/Service Providers/Agencies that Oversee Programs-Category 5

- a) A designated employee in this category must report all investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to receive grants or other monies from or through the Santa Cruz METRO.
- b) All investments, business positions and income, including gifts, loans and travel payments, or income from a nonprofit organization, if the source is of the type to offer or provide consulting, rehabilitative or educational services concerning the

Exhibit A

prevention, treatment or rehabilitation of persons suffering from (alcohol related problems/drug abuse).

Article IV Disqualification

- §9.1.401** No designated individual shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family in violation of 2 Cal. Code of Regs. Section 18730.
- §9.1.402** No designated employee shall be prevented from making or participating in making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.
- §9.1.403** If a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

Appendix A

Position	Assigned Disclosure Category
Santa Cruz METRO Directors	Category 1
Chief Executive Officer (CEO)/General Manager	Category 1
Chief Operating Officer (COO)	Category 1
District Counsel	Category 1
Assistant General Manager	Category 1
Maintenance Manager	Category 1
Finance Manager	Category 1
Assistant Finance Manager	Category 1
Project Manager	Category 1
Purchasing Manager	Category 4a
Purchasing Agent	Category 4a
Purchasing Assistant	Category 4a
Consultants Designated by Contract	Form 805
Human Resources Manager	Category 4b
Assistant Human Resources Manager	Category 4b
Information Technology Manager	Category 1
Assistant Manager of Information Technology Services	Category 4b
Database Administrator/Senior Database Administrator	Category 4b
Paratransit Superintendent	Category 4b
Assistant Paratransit Superintendent	Category 4b

Appendix A

Position	Assigned Disclosure Category
Fixed Route Superintendent	Category 4b
Assistant Fixed Route Superintendent	Category 4b
Marketing, Communications & Customer Service Manager	Category 4b
Fleet Maintenance Supervisor	Category 4b
Financial Analyst Senior Financial Analyst	Category 4b
Accountant I	Category 4b
Accountant II	Category 4b
Grants/Legislative Analyst	Category 4b
Planning and Development Manager	Category 4b
Safety, Security & Risk Manager	Category 4b
Claims Investigator I Claims Investigator II	Category 4b



DATE: December 11, 2015
TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager
SUBJECT: CY16 STATE AND FEDERAL LEGISLATIVE AGENDA

I. RECOMMENDED ACTION

That the Board of Directors approve the Santa Cruz Metropolitan Transit District CY16 State and Federal legislative agenda as presented in this report

II. SUMMARY

- At the start of each new legislative cycle, the CEO requests the Board to review, comment and approve the proposed State and Federal legislative agenda for the upcoming calendar year.
- The overall goal of the program is to advocate for stable and growing State and Federal capital and operating funding and to avoid costly unfunded mandates.
- If approved, the CEO will work with Santa Cruz Metropolitan Transit District's (METRO) State and Federal lobbyists to focus on successful outcomes in the key areas presented in this report.

III. DISCUSSION/BACKGROUND

CY15 State and Federal Outcomes

METRO's CY15 State Legislative Agenda included two major legislative successful outcomes. In collaboration with transit properties across the State, the California Transit Association (CTA) and METRO's State lobbyist (Josh Shaw), two important Bills were signed by the Governor.

- AB 1250 (Bloom) provides immediate relief from California's decades old bus axle weight limit by grandfathering in all buses currently operated and by phasing in the bus axle weight limits over time.
- SB 508 (Beall) provides transit properties the flexibility to use STA for operations or capital by rationalizing the penalties for non-compliance with the efficiency measures.

METRO's CY15 Federal Legislative Agenda included three major transportation reauthorization initiatives which were signed into law by the President on 12/4/15. In collaboration with transit properties across the nation, the American Public

Transportation Association (APTA), Getting America to Work coalition (GATW), the Bus Coalition and METRO's Federal Lobbyist (Chris Giglio), a long-term transportation funding bill called Fixing America's Surface Transportation Act (FAST) has been approved by both the House and the Senate and signed by the President. The five-year bill increases the STIC from 1.5% to 2.0% in FY2019, partially restores the Bus and Bus Facilities discretionary grant program, and increases FTA-5307 formula grants by 2%/year.

Economic Background

METRO is a major economic and mobility contributor to the region, employing 325 people and providing over 5.5 million trips a year with a budget of \$49.6 million. METRO's capital program supports the economy with both the construction jobs generated by the new METRO Operations facility and through the purchase of goods and services. Labor (wages and benefits) represents approximately 82% of the operating costs and since 88% of METRO's employees reside in Santa Cruz County, the local multiplier effect of these labor dollars to the region is high as our employees' income is reinvested locally in housing, goods and services.

In order to understand fully the State and Federal Legislative Agenda, it is important to first understand the current financial state of METRO

Operating Revenues

The operating side of the business is primarily supported by customer fares, State and Federal funding and a ½ cent sales tax that was approved by the voters in 1978.

- ½ cent sales tax - 39%
- Federal operating grants - 13%
- State funding sources - 18%
- Passenger fares (includes HWY 17 & UCSC) - 20%
- Reserves, advertising, leases & other misc. - 10%

METRO's financial challenges since the economic downturn in 2008 have included two years of reduced sales tax revenues year-over-year (2009 & 2010) and sluggish sales tax growth from 2011 through 2015. Complicating the financial picture further has been the Federal government's inability to agree on a long-term transportation funding program. This governmental gridlock has resulted in numerous Continuing Resolutions and relatively flat Federal operating funding since about FY10. Finally, this overall relatively flat funding outcome has occurred in the same timeframe in which operating costs year-over-year have exceeded the Consumer Price Index (CPI) in eight of the past ten years. It is

clear from this brief economic overview that current operations will not be sustainable long-term unless something in this equation changes dramatically, and soon.

The result of the challenges noted above is a structural deficit. That is, recurring expenses exceed recurring revenues. Since 2011, METRO has used three non-traditional funding sources to achieve a balanced budget:

- **Operating/Capital Reserves:** This one-time revenue source is simply not sustainable and taps dollars that should be utilized for capital programs and for a “rainy day fund.” In the FY16 budget, \$5 million in reserves were needed to balance the budget and in FY17 an estimated \$5.2 million in reserves will be needed to balance the budget. There are currently insufficient reserves available with which to balance the FY17 budget.
- **State Transit Assistance (STA):** Since 2011 METRO has utilized 100% of the STA funds for operations. Historically, these funds have been dedicated by statute exclusively to capital expenditures. However, in the wake of the 2008 economic downturn, the State provided transit agencies some relief by waiving the efficiency measure and allowing transit properties to use these funds for operations. The Governor recently signed legislation that provides some relief from the efficiency measure, thereby allowing transit properties the flexibility to use most, if not all, their STA for operating or capital expenditures (SB 508 – Beall). METRO budgeted \$2.8 million in STA in the operating budget in FY16 and FY17.
- **Small Transit Intensive Cities (STIC):** Since 2011 METRO has budgeted 100% of the FTA STIC program to the operating budget. Historically these funds have been used exclusively in the capital program. METRO budgeted \$1.3 million in STIC dollars in the FY16 operating budget, and has programmed \$2.1 million in STIC funding in FY17.

Capital Revenues

On the capital side of the business, METRO is facing a daunting challenge over the next ten years to find the resources to achieve a State of Good Repair (SOGR) and to fund other needed capital investments. In a basic sense, the system is in a State of Good Repair when all maintenance is performed at scheduled intervals and there is no deferred maintenance, equipment and vehicles receive mid-life overhauls on-time and are later replaced as scheduled.

METRO has established a list of unfunded capital needs over the next ten years and it estimates a need for over \$200 million, or roughly \$20 million/year. The list includes the need to replace fixed route and ParaCruz revenue vehicles, replacement of non-revenue vehicles, reconstruction/replacement of Pacific Station, reconstruction/replacement of the Watsonville Transit Center, a new

operations and maintenance facility in south county, a ParaCruz operations facility, mid-life bus overhauls and various Information Technology (IT) related capital upgrades and replacements.

State Capital Funding: On the State funding side of capital, California Proposition 1B of 2006 provided over \$36.5 million in capital funds to METRO through three different programs: Public Transportation, Modernization, Improvement, and Service Enhancement Account (PTMISEA) for the Judy K. Souza operating facility and Pacific Station, the California Transit Security Grant Program (CTSGP), and the State and Local Partnership Program (SLPP). The final appropriation of program funds was made in the FY 2014-15 State budget. A new State bond program will be needed from the State legislature and approved by the voters to provide METRO further capital funding in this area in the future. Additionally, the new Cap and Trade funding programs may provide some operating and capital resources for METRO in FY16 and FY17. However, METRO is still evaluating how the new Cap and Trade programs will help the operating and capital funding challenges since the programs may require the funds to be targeted in disadvantaged communities and meet certain air quality constraints.

Federal Capital Funding: On the Federal government side of capital funding, METRO has received \$10.5 million in grants since 2008 or roughly \$1.32 million/year. However, with the advent of Moving Ahead for Progress in the 21st Century Act (MAP-21) in July 2012, Federal capital funding was reduced to about \$500K/year in Federal 5309/5339 capital grants. This is the direct result of a significant change in funding under MAP-21 in which the Bus and Bus Facilities grant program was significantly reduced in overall Federal funding and the remainder of the program changed from a discretionary program to a formula program.

This analysis of the capital funding side of the business provides one a quick sense that if something on both the State and Federal sides of capital funding does not change dramatically, and soon, METRO will not have the ability to fund the nearly \$20 million/year it needs for the capital program. Not keeping up with SOGR will result in service reductions, loss of ridership and dramatic impacts to service reliability. Not keeping up with SOGR also results in escalating and compounding capital costs when trying to catch-up later.

Wrap-Up

METRO needs to strive to reduce its dependence on one-time funding sources, such as reserves, and METRO needs to make an effort to dedicate 100% of STA and STIC to the capital program. Doing so will help METRO chip away at the unfunded capital needs and provide the much needed match for future State and Federal grant opportunities. However, the challenge to find a way to balance the budget without the use of \$9.2 million in capital eligible funds is significant. To

that end, the METRO Board has recently adopted a Reserve Fund Policy which provides for the gradual restoration of STA and STIC to the capital program. METRO is also working with a consultant to complete a Comprehensive Systemwide Analysis (COA) which could result in a recommendation to reduce service levels by 25 – 30% in FY17.

The financial challenges of providing transit service and supporting transit infrastructure are not unique to METRO and will require both the State and Federal governments to provide stable and growing operating and capital assistance. The attached proposed METRO State and Federal legislative program attempts to bring focus to the operating and capital funding needs.

IV. FINANCIAL CONSIDERATIONS/IMPACT

- There are no direct financial considerations to approving the proposed State and Federal legislative program. The overall goal of the program is to secure stable and growing State and Federal capital and operating funding for the Agency and to avoid costly unfunded mandates.

V. ALTERNATIVES CONSIDERED

- Take no action. The CEO does not recommend this approach since he will need Board direction on where to focus his State and Federal legislative efforts in CY16.
- Accept the proposed legislative program with Board adopted edits/changes.

VI. ATTACHMENTS

Attachment A: State Legislative Agenda

Attachment B: Federal Legislative Agenda

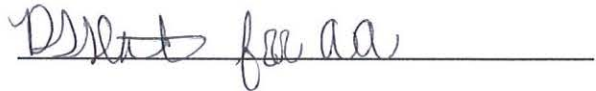
Prepared By: Alex Clifford, CEO/General Manager

VII. APPROVALS:

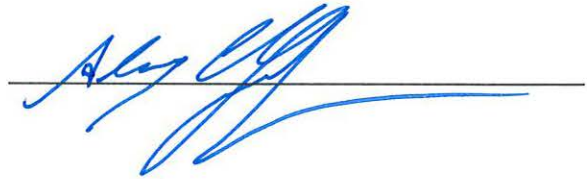
Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



Attachment A

CY16 State Legislative Agenda

- Advocate for enactment of a new multi-modal transportation infrastructure bond act, including funding for public transit capital projects
- Cap-and-Trade:
 - Seek maximum flexibility in the use of Cap-and-Trade dollars
 - Work to ensure growth in Cap-and-Trade dollars available to transit
 - Seek legislative clarification that the disadvantaged community targets for LCTOP can be met on a statewide basis instead of the current recipient basis.
 - Seek legislation that will allow LCTOP to be used for “maintenance of effort” when the transit agency declares a fiscal emergency which will result in a reduction in service levels.
- Support efforts to amend the State Constitution to reduce the voter threshold required for a city, county, special district or regional transportation agency to impose a special tax for transportation projects or programs
- Protect against the elimination or diversion of any State-directed funds that support Santa Cruz County transportation needs
- STA
 - Advocate for new funding sources that will increase STA allocations.
- Monitor California Air Resources Board (CARB) action on the implementation of the State’s Zero Emission Bus (ZEB) purchase requirement and support strategies that recognize and address the financial challenges associated with mandating the procurement of ZEBs and that recognize the still evolving technology, including in-route recharging constraints and costs.
- Seek legislation that could result in electricity providers charging transit properties off-peak rates at meters used to recharge electric powered buses.
- Support establishing new funding sources for Transit Oriented Development (TOD) and bus facilities.
- Continue active involvement in the California Transit Association (CTA)

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Attachment B

CY16 Federal Legislative Agenda

- Encourage Congress to continue to seek creative solutions to securing sufficient, long-term revenues to ensure the stability of the Federal Highway Trust Fund and address the growing infrastructure needs of the country
- Support the continued growth of the FTA Small Intensive Cities (STIC) program
- Support funding for the TIGER program at or above current levels.
- Develop and advocate for strong METRO submissions to DOT discretionary programs such as TIGER, Bus and Bus Facilities, and Low and No Emissions Bus programs
- Ensure that DOT implementation of MAP-21 and FAST Act rules and regulations do not have a negative impact on METRO operations
- Oppose attempts by the U.S. Department of Labor to deny federal formula funds to California transit agencies based on interpretations of the California Public Employees' Pension Reform Act (PEPRA)
- Enact a permanent extension of the alternative fuels tax credit instead of continuing the annual renewal via the "Tax Extenders" approach.
- Enact a permanent policy of employer-provided transit tax benefits on par with those for parking
- Enact legislation to allow states and local governments to collect sales taxes on out-of-state online purchases (Marketplace Fairness Act)
- Oppose efforts to eliminate or curb the tax-exempt status of municipal bonds
- Support establishing new dedicated funding sources for Transit Oriented Development (TOD) and bus facilities
- Continue active involvement in the STIC Coalition, Bus Coalition, APTA and APTA sub-committees
- Work with legislators and the FTA to help them understand the significant challenges for small to mid-size transit properties to fund operating and capital programs and to keep up with State of Good Repair.

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THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

CERTIFICATE OF APPRECIATION

TO

CAROLYN BOWERS
BUS OPERATOR

FOR THE COMPLETION OF **10 YEARS OF SERVICE**
BETWEEN 2005 AND 2015.

GIVEN THIS 11TH DAY OF DECEMBER 2015.

CHAIR, BOARD OF DIRECTORS

CEO/GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

CERTIFICATE OF APPRECIATION

TO


LETICIA CALLEJAS
BUS OPERATOR

FOR THE COMPLETION OF **15 YEARS OF SERVICE**
BETWEEN 2000 AND 2015.

GIVEN THIS 11TH DAY OF DECEMBER 2015.



CHAIR, BOARD OF DIRECTORS



CEO / GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

CERTIFICATE OF APPRECIATION

TO

WILLIAM MCINTYRE
BUS OPERATOR

FOR THE COMPLETION OF **10 YEARS OF SERVICE**
BETWEEN 2005 AND 2015.

GIVEN THIS 11TH DAY OF DECEMBER 2015.



CHAIR, BOARD OF DIRECTORS



CEO / GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

CERTIFICATE OF APPRECIATION

TO

FELIPE MENDOZA
BUS OPERATOR

FOR THE COMPLETION OF **10 YEARS OF SERVICE**
BETWEEN 2005 AND 2015.

GIVEN THIS 11TH DAY OF DECEMBER 2015.



CHAIR, BOARD OF DIRECTORS



CEO / GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

CERTIFICATE OF APPRECIATION

To

EZEQUIEL OSORIO
BUS OPERATOR

FOR THE COMPLETION OF **10 YEARS OF SERVICE**
BETWEEN 2005 AND 2015.

GIVEN THIS 11TH DAY OF DECEMBER 2015.



CHAIR, BOARD OF DIRECTORS



CEO / GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

CERTIFICATE OF APPRECIATION

To

JOHN OTTO
BUS OPERATOR

FOR THE COMPLETION OF **15 YEARS OF SERVICE**
BETWEEN 2000 AND 2015.

GIVEN THIS 11TH DAY OF DECEMBER 2015.



CHAIR, BOARD OF DIRECTORS



CEO / GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

CERTIFICATE OF APPRECIATION

TO

RUBEN VALDEZ
BUS OPERATOR

FOR THE COMPLETION OF **10 YEARS OF SERVICE**
BETWEEN 2005 AND 2015.

GIVEN THIS 11TH DAY OF DECEMBER 2015.

CHAIR, BOARD OF DIRECTORS

CEO / GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

CERTIFICATE OF APPRECIATION

TO

EILEEN WAGLEY
PARATRANSIT ELIGIBILITY COORDINATOR

**FOR THE COMPLETION OF 15 YEARS OF SERVICE
BETWEEN 2000 AND 2015.**

GIVEN THIS 11TH DAY OF DECEMBER 2015.



CHAIR, BOARD OF DIRECTORS



CEO/GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

CERTIFICATE OF APPRECIATION

TO

BILL YEO
BUS OPERATOR

FOR THE COMPLETION OF **15 YEARS OF SERVICE**
BETWEEN 2000 AND 2015.

GIVEN THIS 11TH DAY OF DECEMBER 2015.



CHAIR, BOARD OF DIRECTORS



CEO/GENERAL MANAGER

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Year to Date Monthly Financial Report as of August 31, 2015

Santa Cruz METRO Board of Directors

December 11, 2015

Angela Aitken, Finance Manager

FY16 Operating Revenue and Expenses For the Month Ending August 31, 2015

17% of Fiscal Year Elapsed

\$ In Thousands	Actual	Budget	Actual vs Budget
Operating Revenue:	\$2,467	\$2,352	\$115
Operating Expenses:			
Labor - Regular	\$1,334	\$1,472	(\$138)
Labor - Overtime	\$231	\$202	\$29
Fringe Benefits	\$1,531	\$1,716	(\$185)
Non-Personnel Expenses	\$719	\$733	(\$14)
Total Operating Expenses:	\$3,815	\$4,123	(\$308)
Operating Budget Under / (Over):			\$423

10.2



FY16 Operating Revenue and Expenses Year to Date as of August 31, 2015

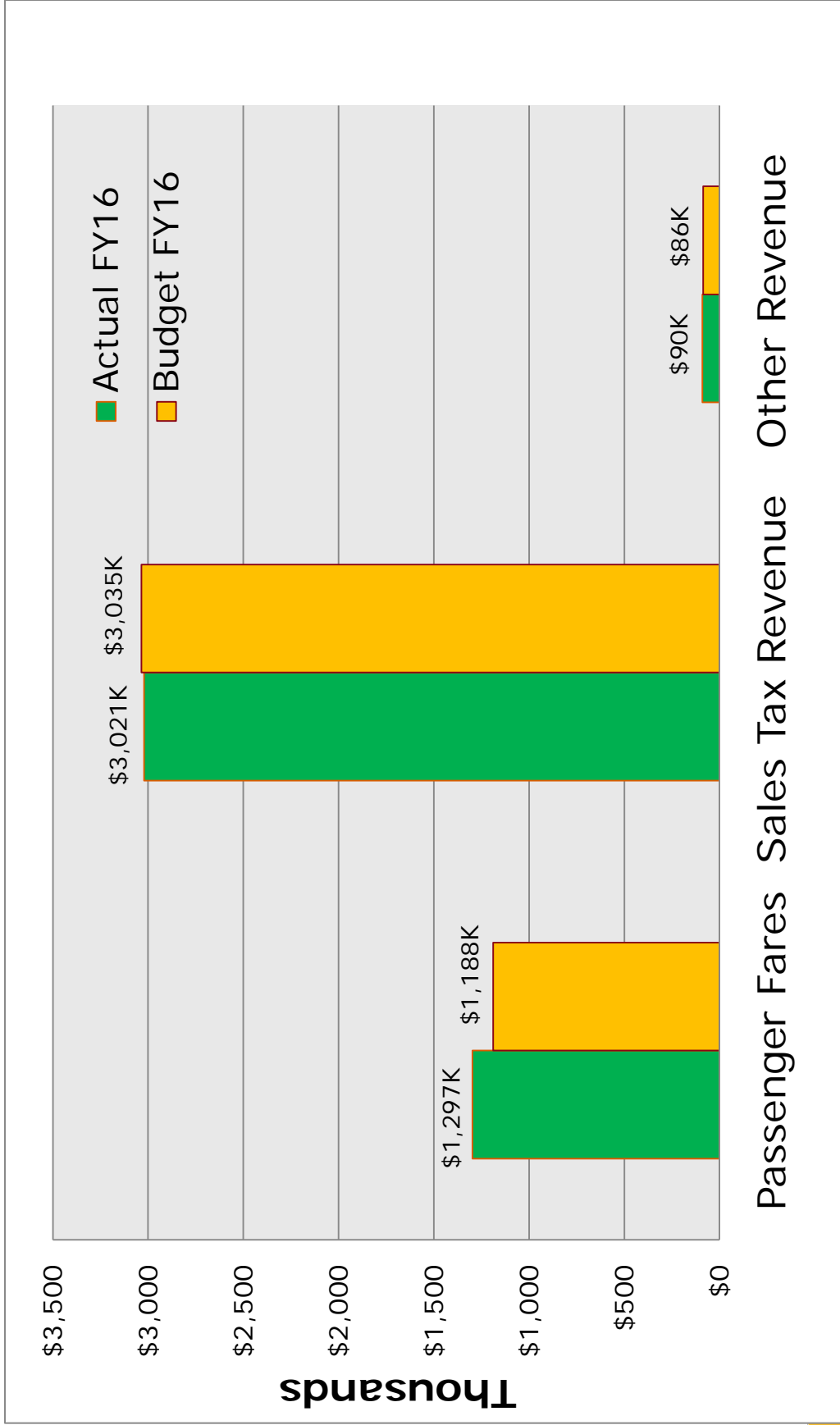
17% of Fiscal Year Elapsed

\$ In Thousands	Actual	Budget	Actual vs Budget
Operating Revenue:	\$4,408	\$4,309	\$99
Operating Expenses:			
Labor - Regular	\$2,740	\$2,944	(\$204)
Labor - Overtime	\$465	\$403	\$62
Fringe Benefits	\$3,196	\$3,433	(\$237)
Non-Personnel Expenses	\$1,282	\$1,451	(\$169)
Total Operating Expenses:	\$7,683	\$8,231	(\$548)
Operating Budget Under / (Over):			\$647

10.3



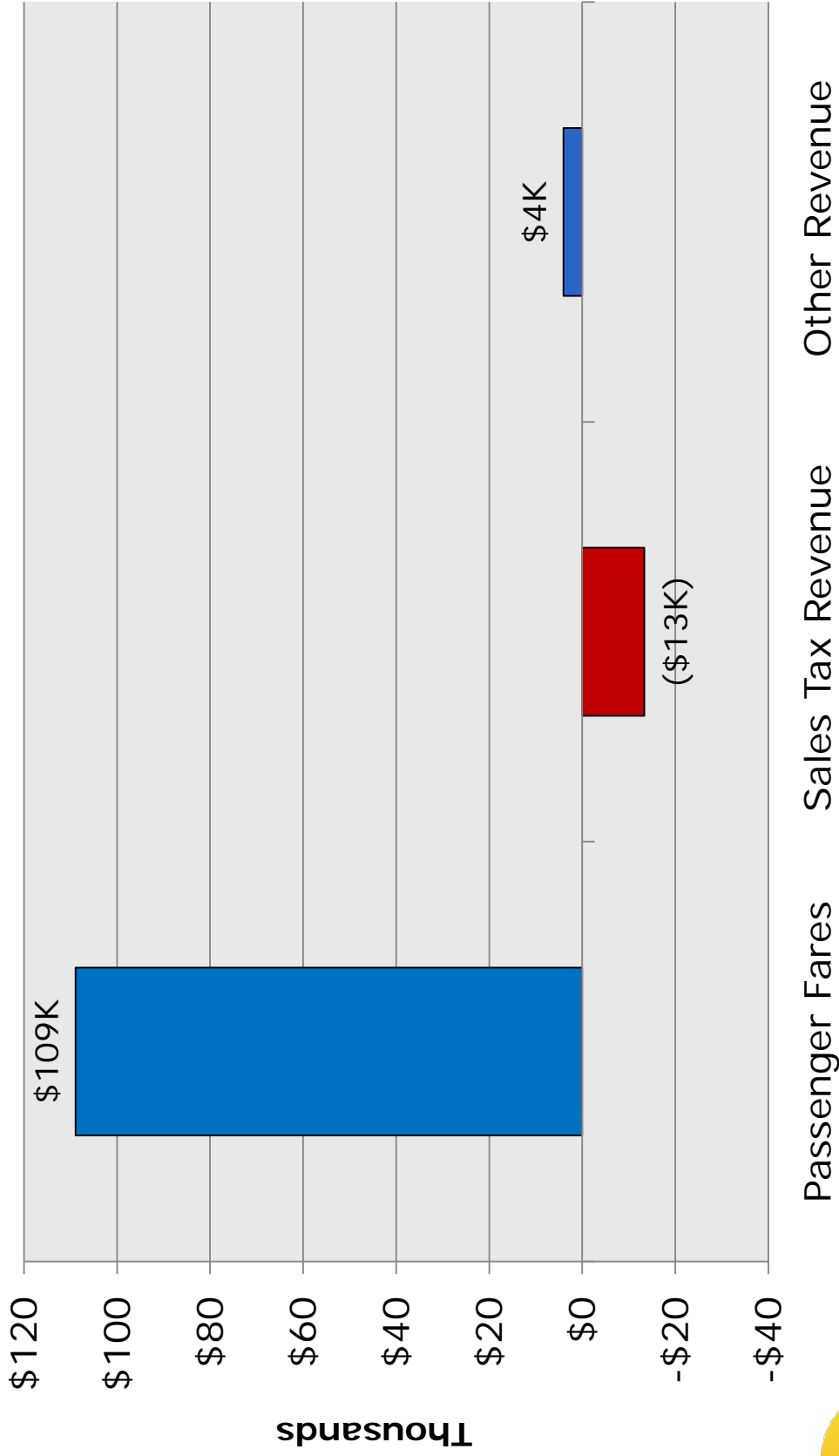
FY16 Operating Revenue by Major Funding Source
Year to Date as of August 31, 2015
17% of Fiscal Year Elapsed



10.4

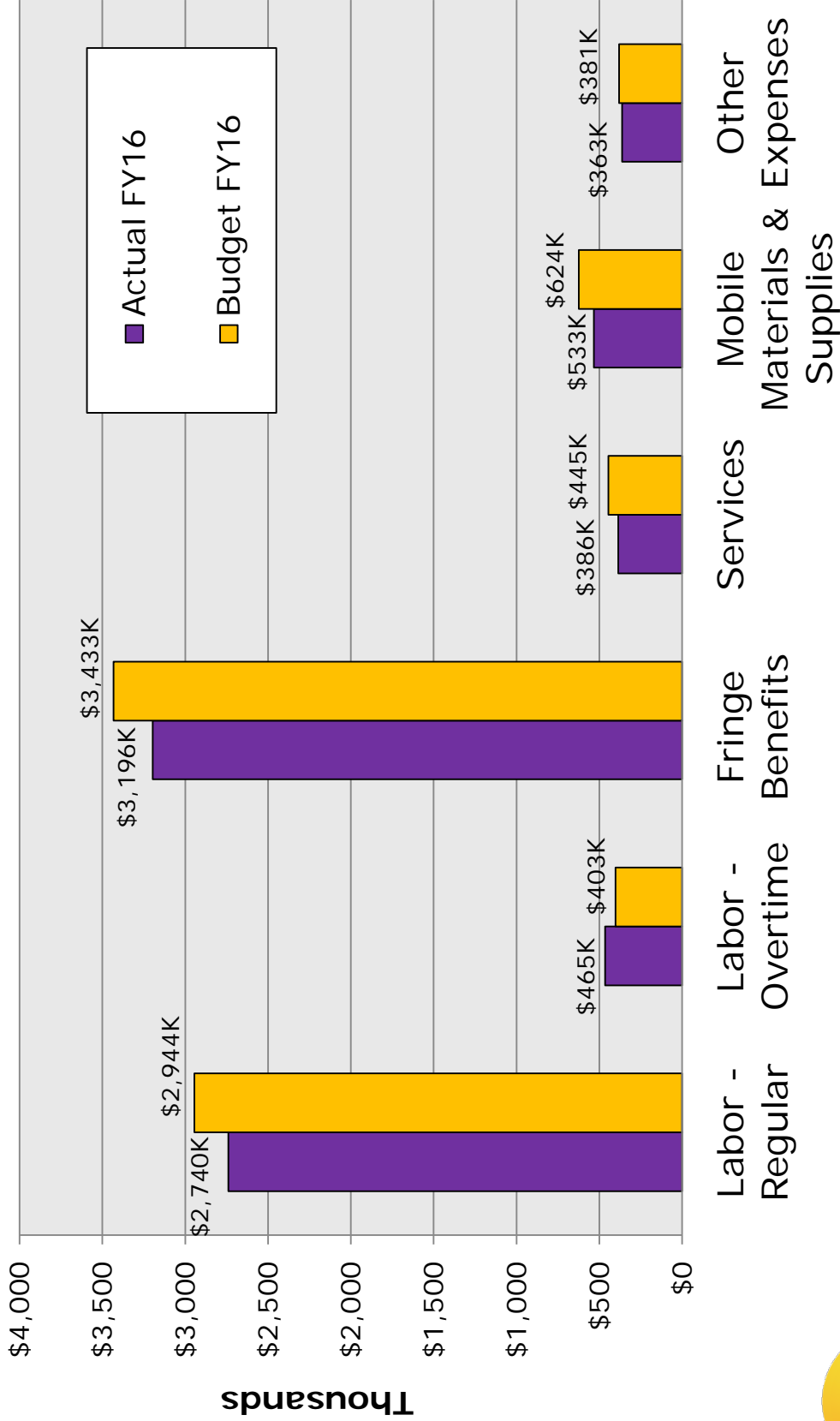
Favorable/(Unfavorable) Revenue Variance to Budget Year to Date as of August 31, 2015

17% of Fiscal Year Elapsed



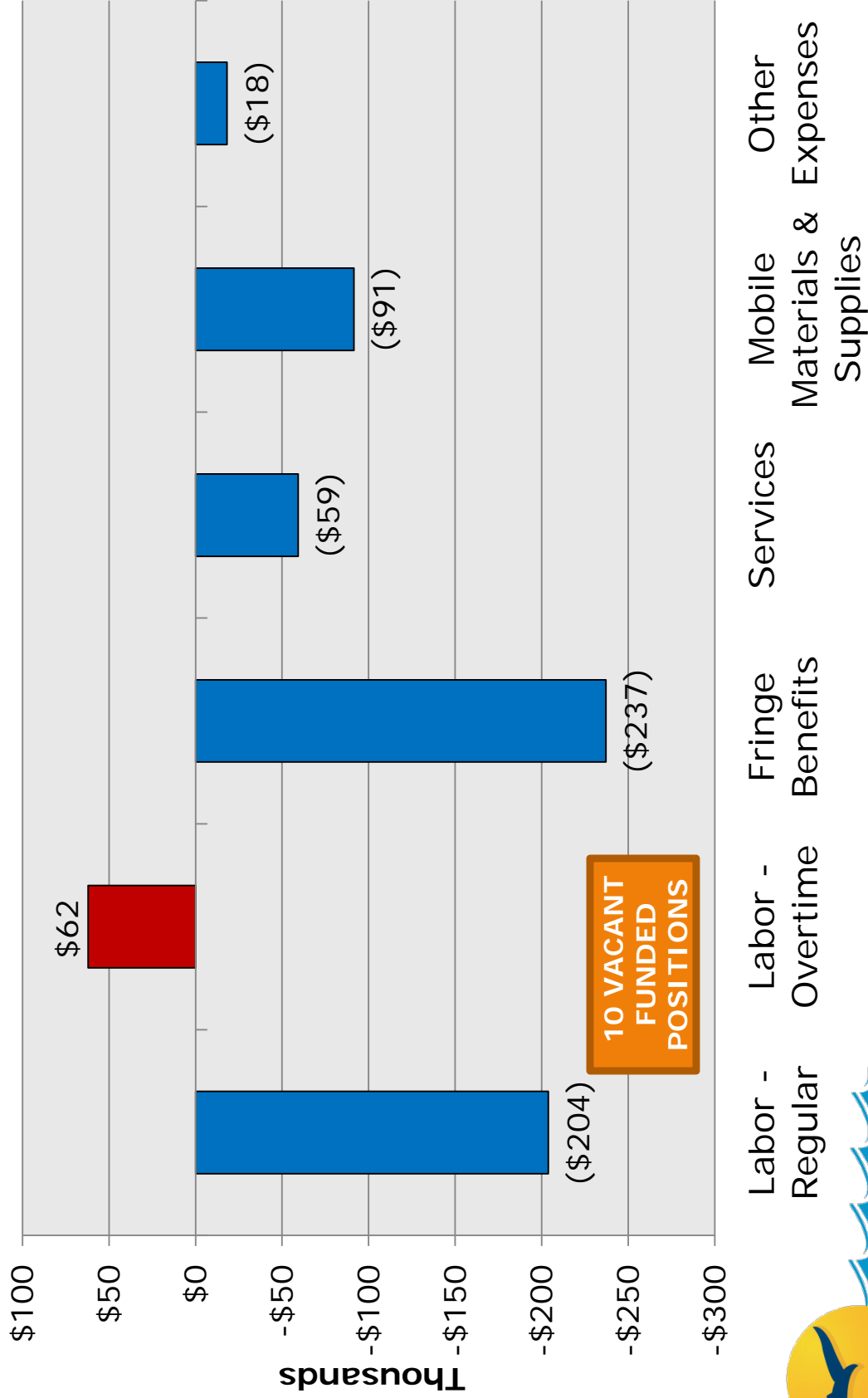
FY16 Operating Expenses by Major Expense Category Year to Date as of August 31, 2015

17% of Fiscal Year Elapsed



(Favorable)/Unfavorable Expense Variance to Budget
Year to Date as of August 31, 2015

17% of Fiscal Year Elapsed

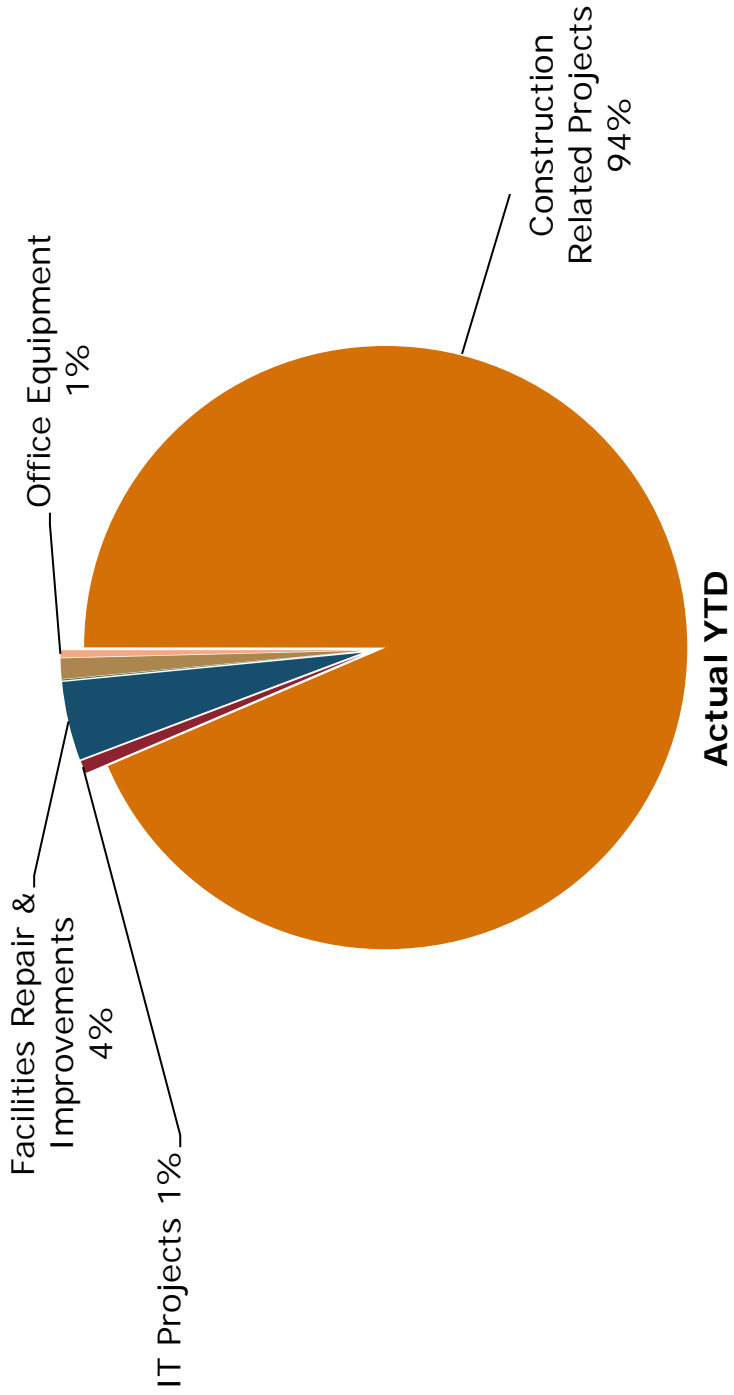


FY16 Capital Budget

Spending Year to Date as of August 31, 2015

17% of Fiscal Year Elapsed

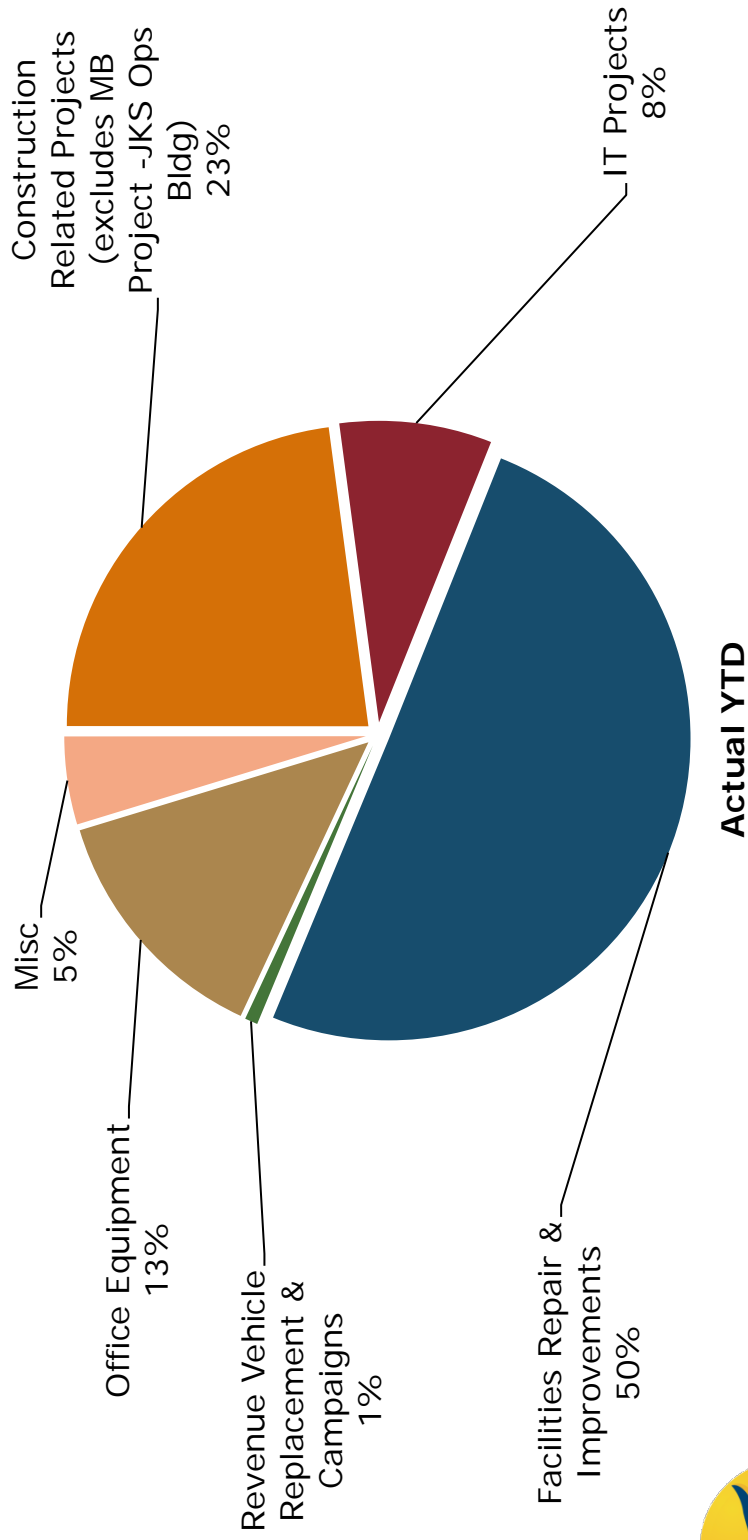
	Actual YTD	Total FY16 Budget	% Spent YTD
Total Capital Projects:	\$2,156,458	\$12,274,192	18%



FY16 Capital Budget - Excludes MetroBase Project - JKS Ops Bldg. Spending Year to Date as of August 31, 2015

17% of Fiscal Year Elapsed

	Actual YTD	Total FY16 Budget	% Spent YTD
Total Capital Projects:	\$179,717	\$2,493,159	7%



MetroBase Phase II Operations Building Life of Project

Budget Adopted October 23, 2015

Spending as of November 23, 2015

10.10



MetroBase Phase II - Life of Project

Spending as of November 23, 2015

\$ In Thousands	Budget	Actual	Remaining	% Spent
LCN – Prime Construction Contract	\$13,572	\$13,050	\$522	96%
Construction Contract Contingency	\$2,025	\$1,781	\$244	88%
In-House Project Management	\$633	\$633	\$0	100%
Consultant Costs (Hill Int'l., TRC and RNL)	\$5,919	\$4,887	\$1,032	83%
Non-Construction Contingencies	\$0	\$0	\$0	0%
Contracted Professional Services – prior to 9/26/14	\$150	\$150	\$0	100%
Additional Cost and Services (VSWs, Security, Dubois, etc.)	\$3,126	\$2,003	\$1,123	64%
Totals Under/(Over):	\$25,425	\$22,503	\$2,922	89%

10.11



Questions

10.12





DATE: December 11, 2015
TO: Board of Directors
FROM: Barrow Emerson, Manager of Planning & Development
SUBJECT: RECEIVE AN UPDATE ON THE COMPREHENSIVE OPERATIONAL ANALYSIS

I. RECOMMENDED ACTION

That the Board receive an update on the Comprehensive Operational Analysis, METRO Forward

II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) contracted with Transportation Management & Design, Inc. (TMD) on 8/14/15 to evaluate METRO's fixed-route service and assist in developing recommendations that will reduce service via system wide service restructuring.
- So far, TMD has reviewed local transportation plans, the regional travel demand model, demographics, land use and assumed transit trip demand to produce a Market Assessment, the first deliverable.
- On 10/23/15 the Board received a presentation on the Market Assessment and initial public outreach.
- Since then TMD has conducted a detailed, line-by-line ridership survey to generate boarding and alighting activity at all bus stops.
- Staff recommends that the Board receive TMD's presentation on the Fixed-Route Network Evaluation along with a status report on continuing public engagement for the comprehensive operational analysis.
- Attachment A is a schedule for the remainder of the Comprehensive Operational Analysis (COA), including a tentative timeframe for implementation of any potential service changes that may be adopted by the Board.

III. DISCUSSION/BACKGROUND

During the past year, 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. METRO

contracted with TMD on 8/14/15 to perform a comprehensive analysis of METRO operations.

As discussed in the 10/23/15 presentation to the Board, in addition to the general public engagement strategy, TMD facilitates regular Project Management Team meetings and Board Ad-Hoc Committee meetings to inform and guide the analysis and decision-making process. The Project Management Team consists of: Eduardo Montesino, UTU President, Manny Martinez, SEIU PSA Section President, Larry Pageler, UCSC Transportation Coordinator, Nathan Luedtke, SCCRTC Transportation Technician, Harlan Glatt, METRO IT Sr. Database Administrator, Thomas Hiltner, METRO Grants/Legislative Analyst, Cayla Hill, METRO Administrative Specialist and TMD staff. The Project Management Team meets at least monthly to review TMD products, give direction and provide professional input from the regional transportation knowledge base.

The Ad-Hoc Committee consists of METRO Board Members Ed Bottorff, Cynthia Chase, Jimmy Dutra and Mike Rotkin. The Ad Hoc Committee held its first meeting on 9/9/15, met again on 10/22/15 and will meet approximately every six weeks throughout the duration of the COA. The Ad Hoc Committee receives project updates and steers the approach to the next steps in the COA.

On October 22nd, TMD held the first of two visioning sessions with the Ad Hoc Committee. Objectives reached in the visioning process are to:

- Determine the highest transit service priorities;
- Set performance standards to achieve system-wide effectiveness;
- Establish policies to guide system design;
- Lead innovative strategies to improve transit competitiveness and attract discretionary riders; and,
- Add value to the transit service with Automatic Vehicle Location and Global Positioning System technology which will significantly enhance customer real-time information on bus arrival times, system disruptions and provide better system performance from better ridership data.

Following today's presentation on the Fixed-Route Network Evaluation, the next steps in METRO *Forward* will be to develop productivity standards and service guidelines, create alternative service scenarios, test public reception of a range of options and recommend a preferred implementation strategy to reduce service costs.

Staff recommends that the Board receive TMD's Fixed-Route Network Evaluation presentation, the status report on public engagement, the tentative potential service change schedule, and provide feedback to guide subsequent steps.

See Attachment A for a schedule for the completion of the COA as well as a tentative timeline for any potential service changes that may be adopted by the Board.

IV. FINANCIAL CONSIDERATIONS/IMPACT

METRO's contract with TMD for the comprehensive operational analysis (METRO *Forward*) will cost \$166,951. A Caltrans planning grant will pay 45% of the cost (\$74,749) with METRO paying a 55% local share (\$92,202). The FY16 Operating Budget contains funds for the project.

V. ALTERNATIVES CONSIDERED

Discontinue the services of TMD. Staff does not recommend this alternative. METRO does not have available sufficient staff hours to perform the COA in-house.

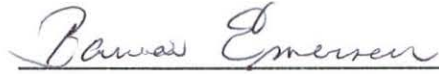
VI. ATTACHMENTS

Attachment A: Schedule for Comprehensive Operational Analysis and Tentative Timeline for any potential service changes.

Prepared by: Tom Hiltner, Grants/Legislative Analyst
Barrow Emerson, Manager of Planning & Development

VII. APPROVALS:

Barrow Emerson,
Planning & Development Manager



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



Approved as to fiscal impact:
Angela Aitken, Finance Manager

aka low for AA

Alex Clifford, CEO/General Manager



COMPREHENSIVE OPERATIONAL ANALYSIS





Discussion Overview

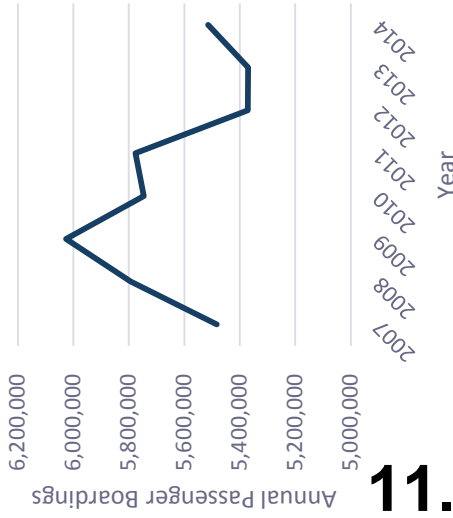
- Existing Service Conditions
 - General overview and trends
 - Ridership
 - Productivity
 - Subsidy per Passenger
 - Farebox Recovery
- Key Findings of Service Evaluation
- Initial Opportunities for Improvement
- Study Focus Moving Forward
- Next Steps

11.2



General Overview and Trends

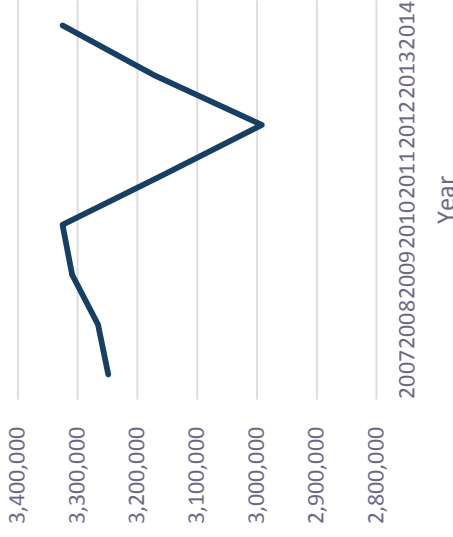
Annual Ridership



Revenue Hours



Revenue Miles

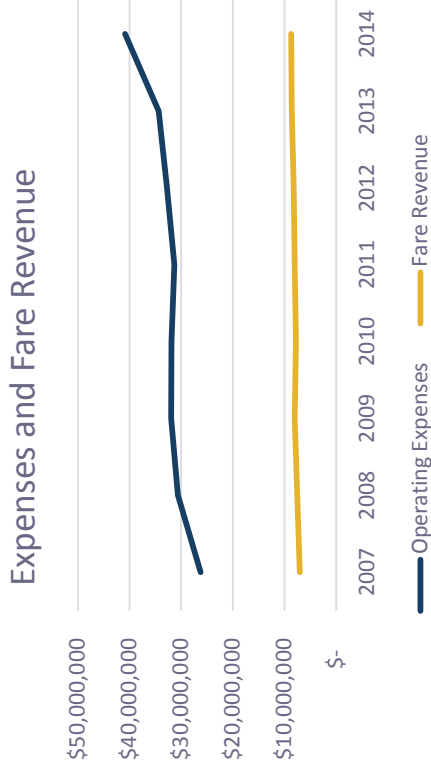
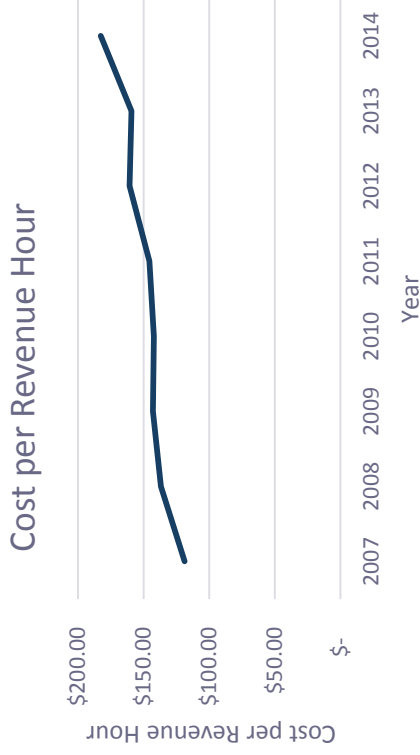


Annual Passenger Boardings

11.3



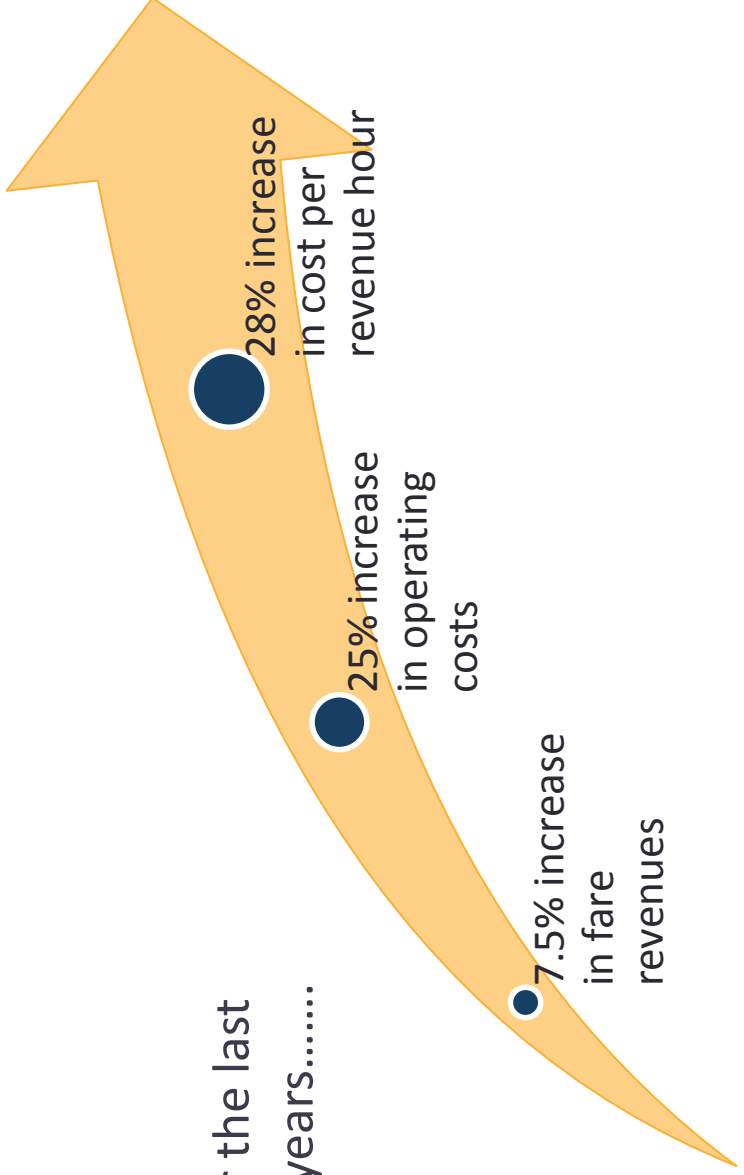
General Overview and Trends



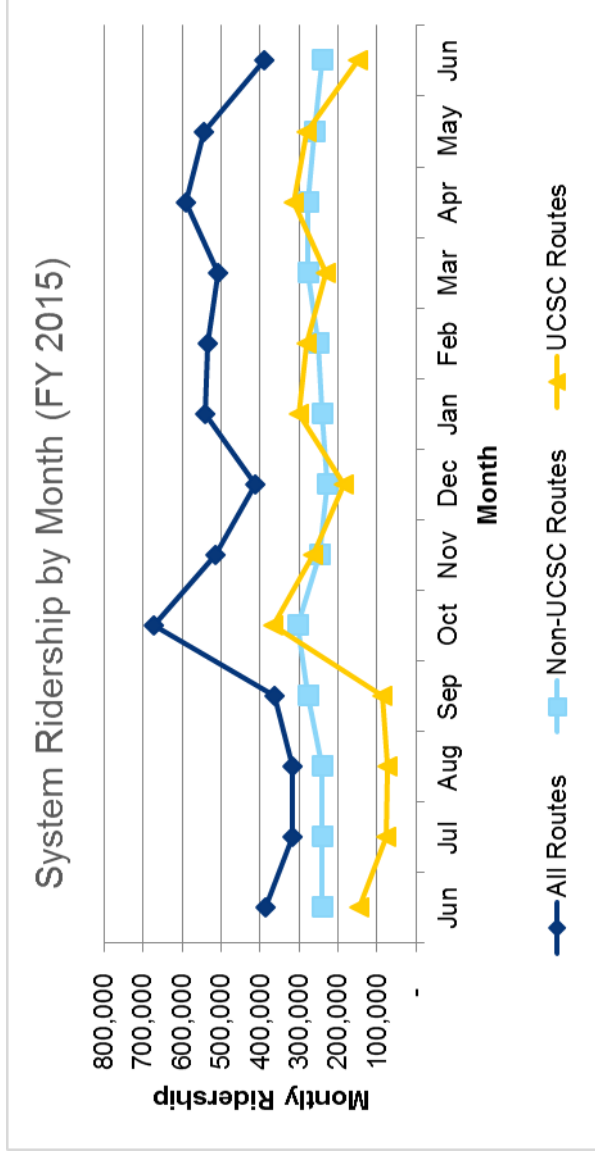
General Overview and Trends



Over the last five years.....



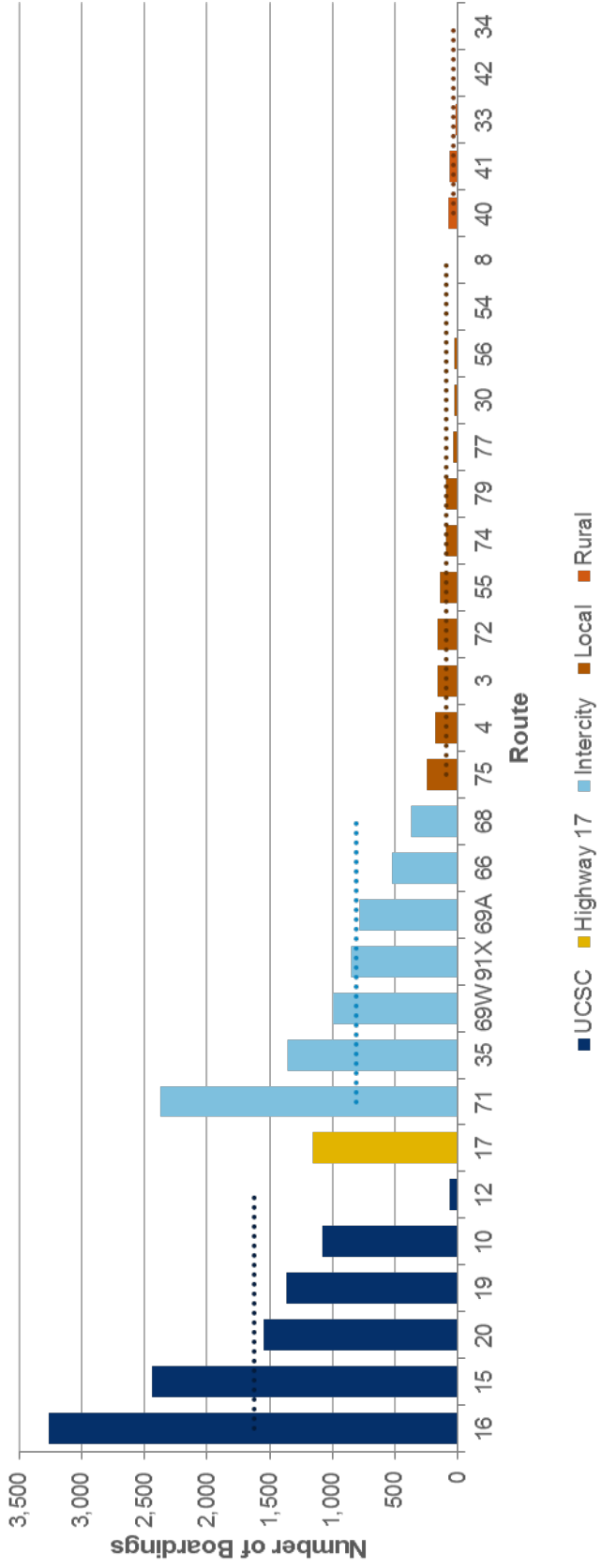
Ridership





Ridership

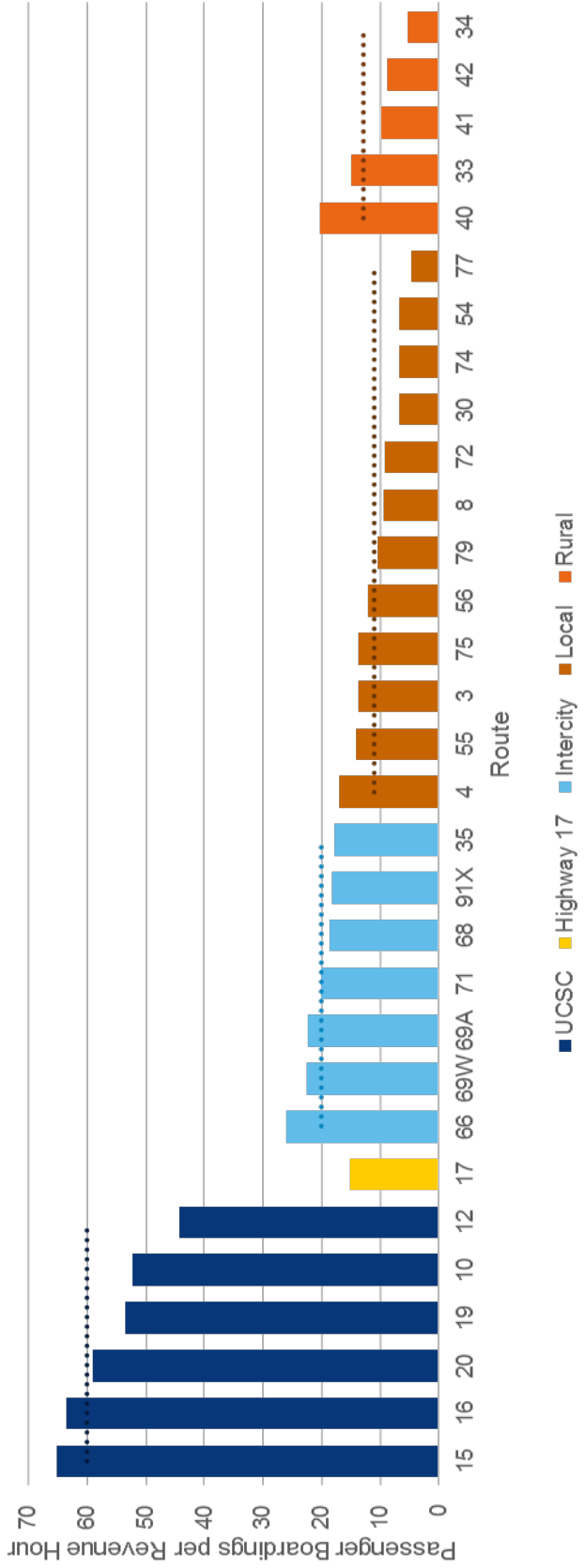
Ridership by Route - Weekday

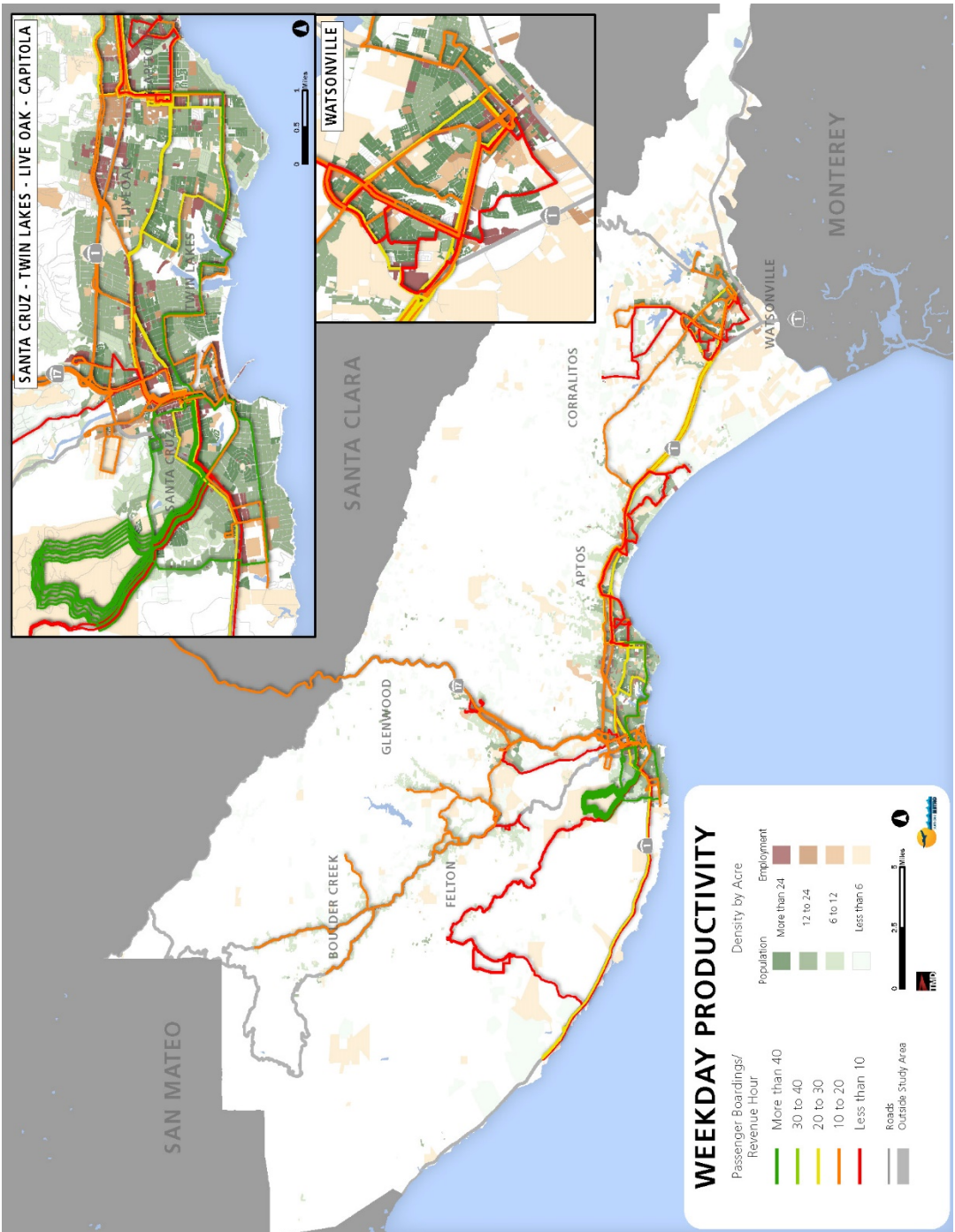


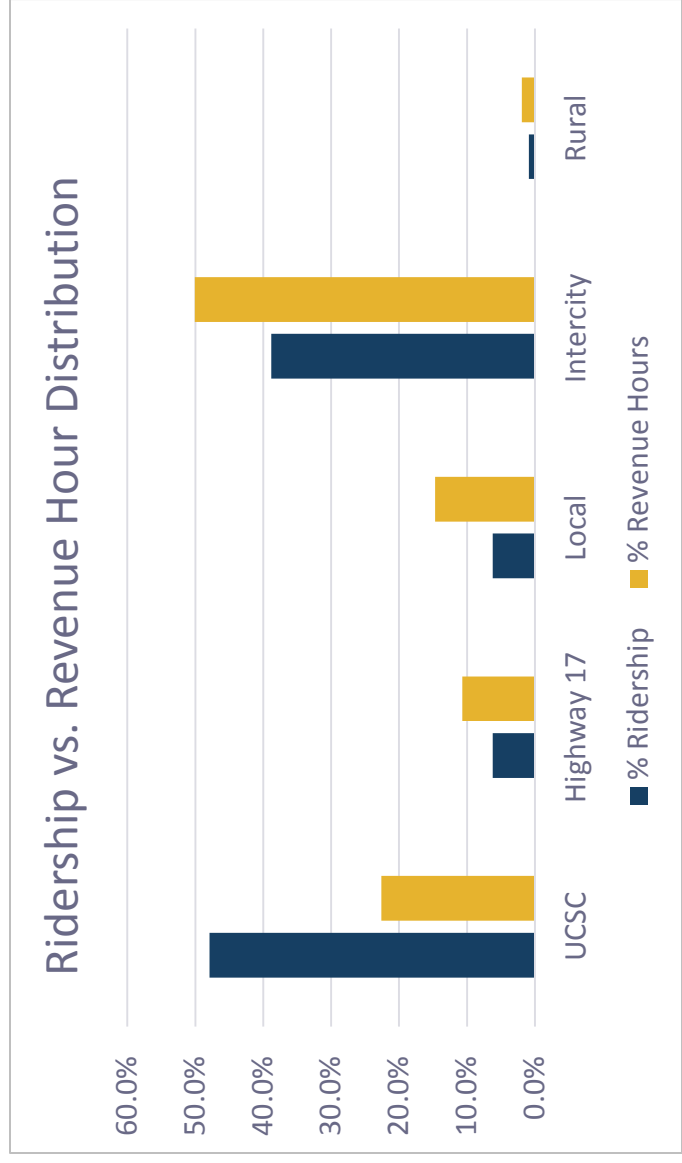
Productivity



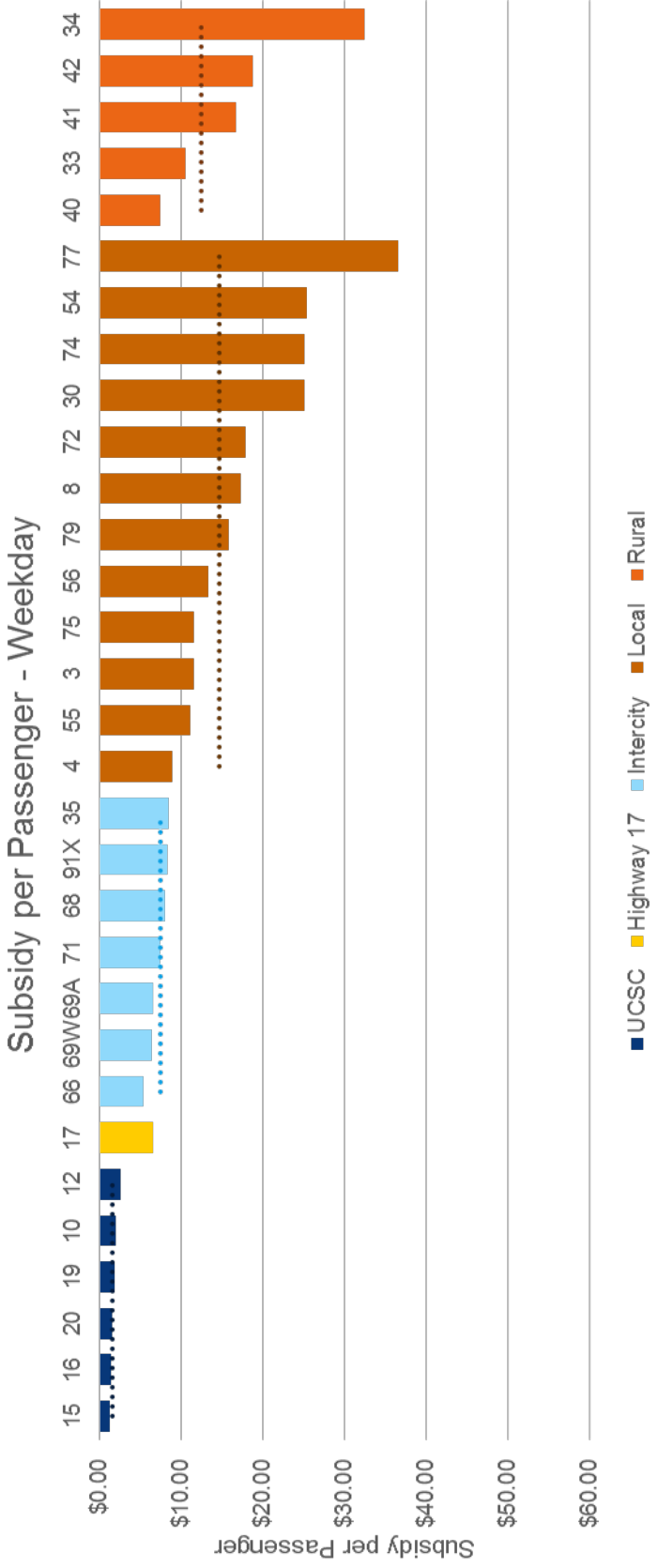
Productivity - Weekday

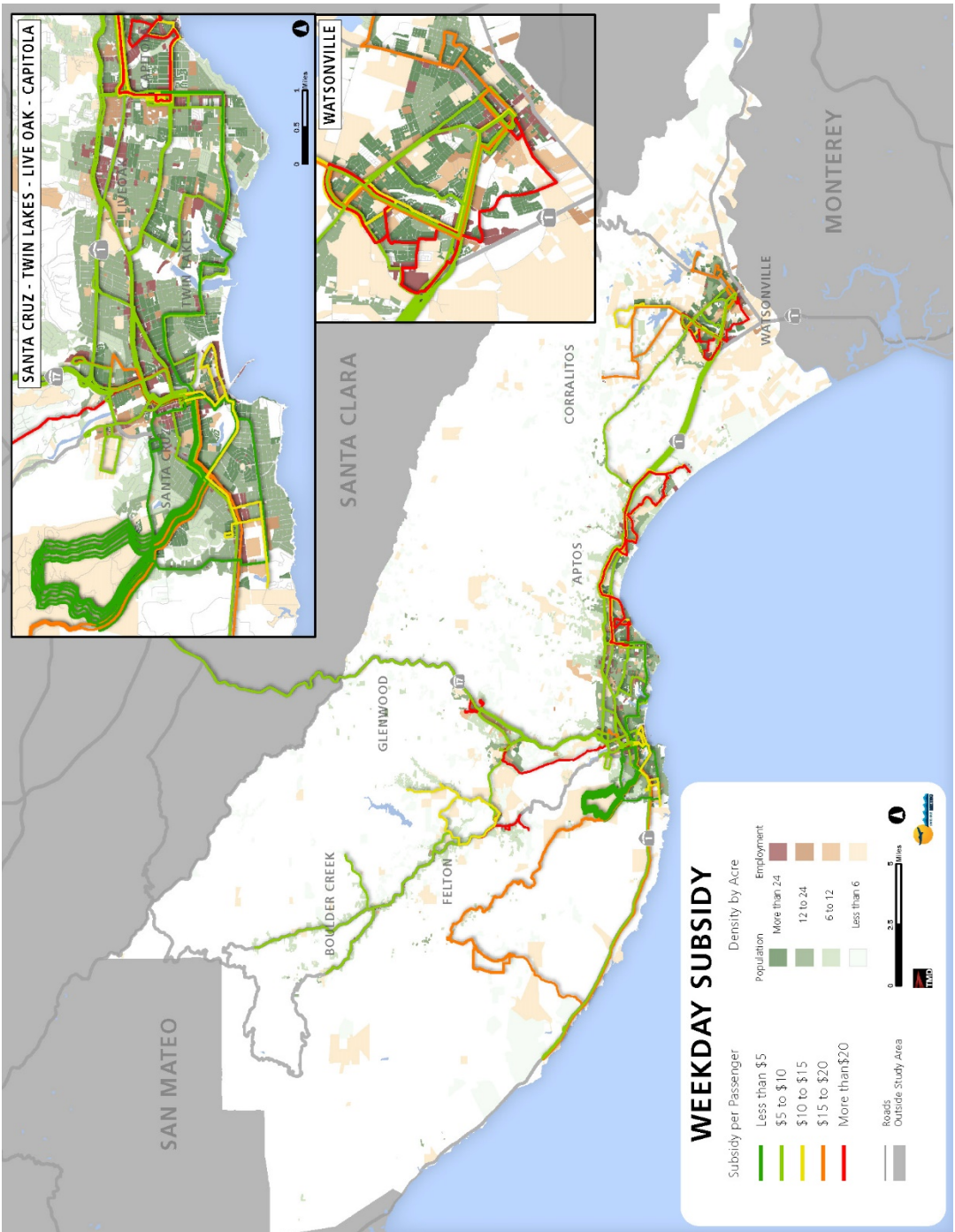






Subsidy per Passenger

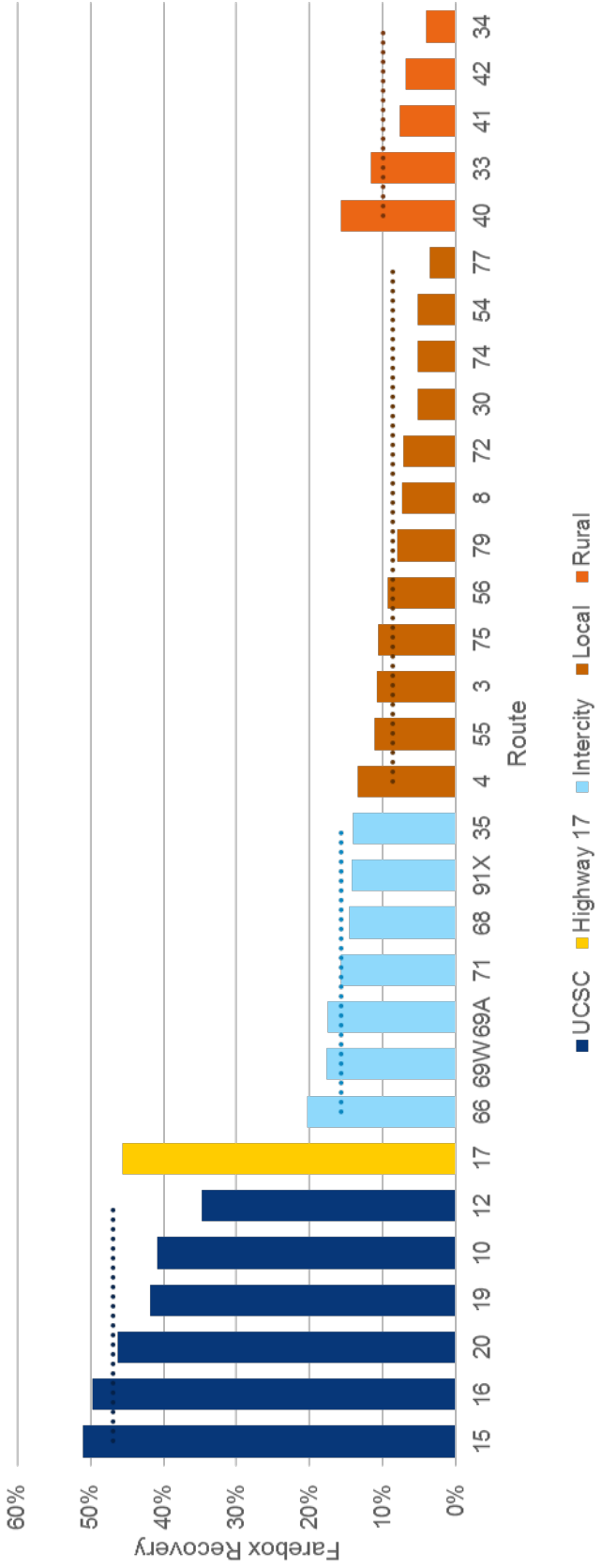


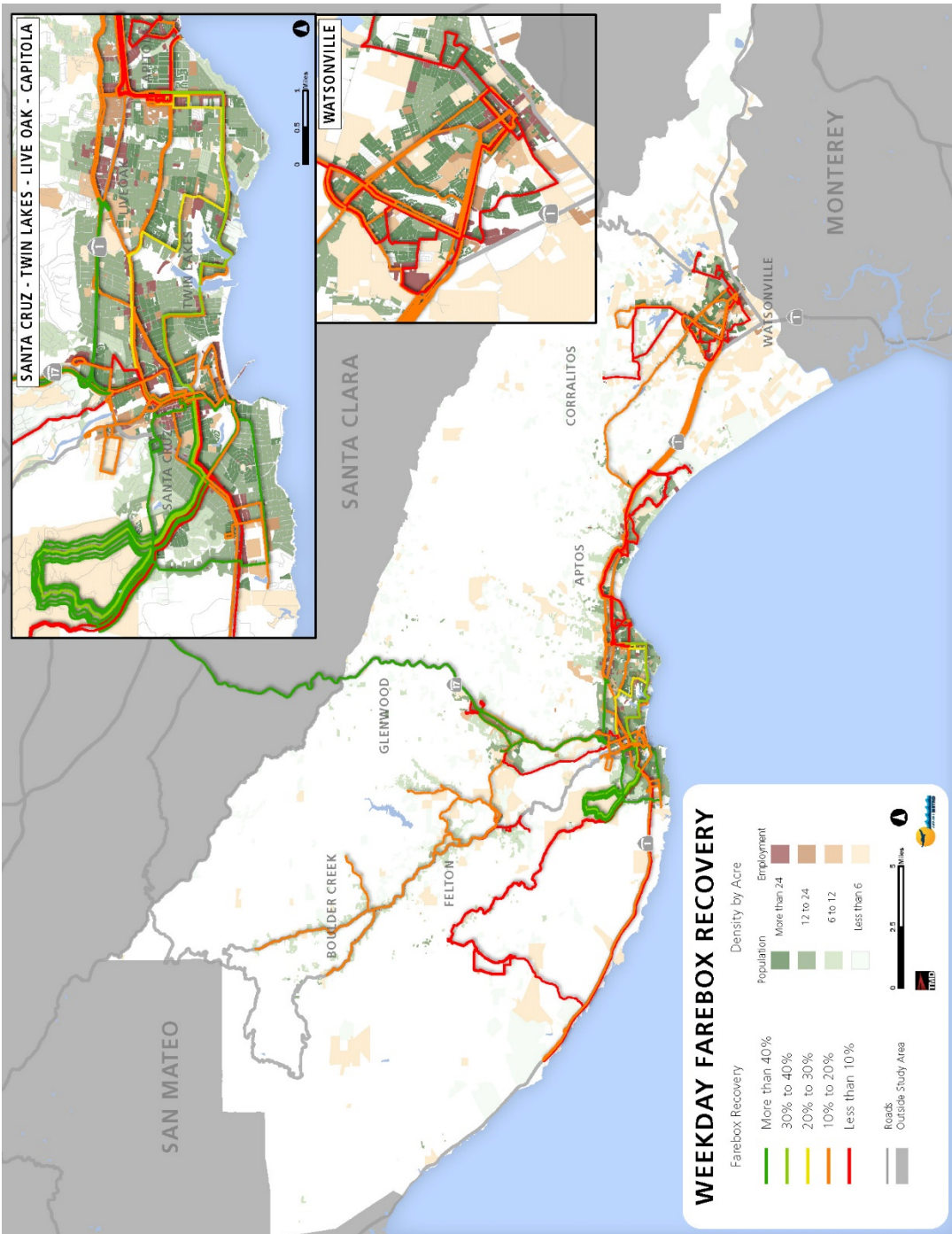




Farebox Recovery

Farebox Recovery - Weekday







Key Findings – System Overview

Transfer Policy

Disincentive for use, especially with choice riders

Day pass requirement may not make sense for one-way passengers who need to use multiple routes

Service Duplication

Current alignments result in service duplication in many areas

Clear potential for consolidation – reduces costs, but improves ease of use

Clear Origins / Destinations

Best performing routes have clear origins / destinations or serve multiple destinations

Argues for productivity based service, and shifting focus to strengthening services with the core areas where people are traveling most

High Subsidies

Sparsely populated areas have higher subsidies, which is to be expected

Allows for creativity in service development, where lower costs per passenger may be achieved





Key Findings – Ridecheck

Performing a partial ridecheck provides insight into stop level ridership which allows for more fine tuned segment analysis

- **Examples:**
 - **Route 71:** Very sparse stop level activity between Aptos and Watsonville along Freedom Blvd. Very few riders would be impacted by service consolidation onto Highway 1.
 - **Route 68:** Relatively few boardings occur between downtown Santa Cruz and East Cliff Village. Vast majority of riders are going between METRO Center and Capitola Mall.
 - **UCSC Routes:** Most boardings occur in downtown Santa Cruz or on campus. Adjustments to intervening segments would impact relatively few riders.



Realign Services

- Increase efficiencies
- Streamline & reduce travel time
- Improve connections
- Serve new developments / facilities

Consolidate Services

- Reduce duplication
- Reduce potential rider confusion

Evaluate Service Spans

- “Right size” services based on current passenger activity, in terms of when service is offered
- Re-evaluate headways and other operational/scheduling components

Consider New Services

- Provide alternative services for more specialized markets and geographies



Framework and Approach

- **Ongoing financial sustainability is key to METRO's service delivery**
 - Focus on improving local and intercity farebox recovery should be prioritized
 - Leverage local partnerships – existing and potential

- Tasked with tough choices moving forward and need to think outside the box for sustainable service solutions

Near Term Next Steps

Continue Public Outreach Efforts

Develop & Formalize Service
Productivity Standards

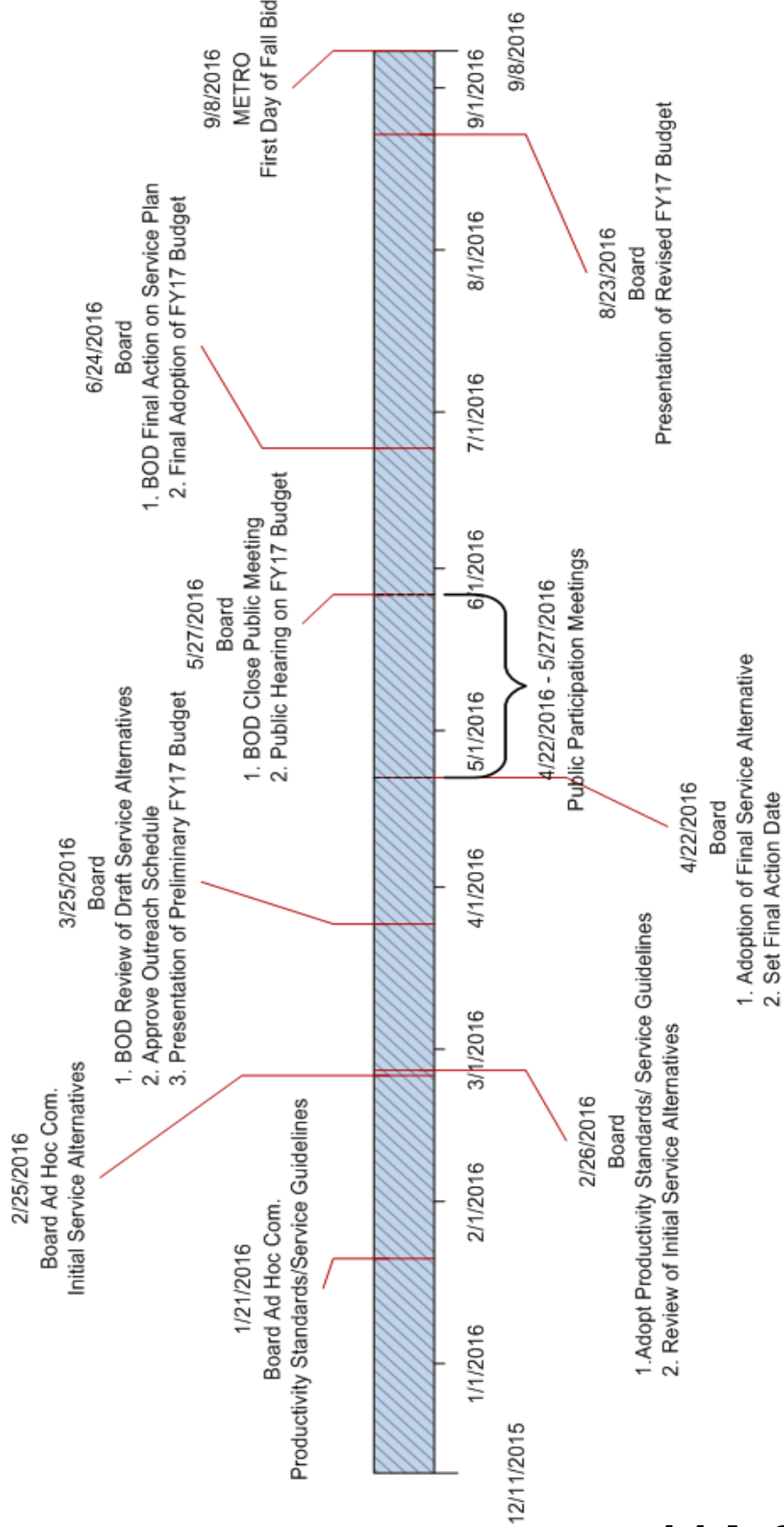
Develop Service Scenarios

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Schedule for Comprehensive Operational Analysis and Tentative Timeline for Potential Service Change

1/21	Board Ad Hoc Com.	Productivity Standards/Service Guidelines
2/25	Board Ad Hoc Com.	Initial Service Alternatives
2/26	Board	Adopt Productivity Standards/Service Guidelines Review of Initial Service Alternatives
3/25	Board	Review of Draft Service Alternatives Approve Outreach Schedule (Presentation of Preliminary FY17 Budget)
4/22	Board	Adoption of Final Service Alternative Set Final Action Date
4/22-5/27		Public Participation Meetings
5/27	Board	Close Public Comment (Public Hearing on FY17 Budget)
6/24	Board	Final Action on Service Plan (Final Adoption of FY17 Budget)
9/8	METRO	First day of Fall Bid

Schedule for Comprehensive Operational Analysis and Tentative Timeline for Potential Service Changes





DATE: December 11, 2015
TO: Board of Directors
FROM: Thomas Hiltner, Legislative Analyst
**SUBJECT: CONSIDER A REPORT ON METRO'S ELECTRIC BUS
IMPLEMENTATION STRATEGY**

I. RECOMMENDED ACTION

That the Board of Directors receive a report on METRO's application for a LoNo grant and approve the local match strategy to use State LCTOP funds and CARB vouchers, with a back-up strategy to use State PTMISEA as the local match.

II. SUMMARY

- The Board adopted a resolution on 9/25/15 authorizing the CEO to pursue an electric bus implementation strategy.
- On 11/23/15, staff submitted a grant application to the Federal Transit Administration (FTA) to purchase electric buses.
- This grant requires \$990,101 in local matching funds for which Santa Cruz Metropolitan Transit District (METRO) proposes to use qualifying funds from other state grants.
- Risks inherent in structuring a project using multiple grant sources for the local match may expose METRO to the need to use up to \$357,116 in State Public Transit Modernization, Improvement and Service Enhancement Account Program (PTMISEA) funds to purchase its first electric bus(es).
- Staff recommends that the Board receive this report on the first grant application to purchase electric buses and approve the local match strategy discussed in this report.

III. BACKGROUND/DISCUSSION

On 9/25/15 the Board of Directors authorized the CEO to pursue a strategy to begin replacing its fossil-fueled bus fleet with all-electric buses. As an early adopter of zero-emission public transit buses, METRO could not only receive grant funding to replace its aging fleet of diesel and CNG buses, but it could also realize some reductions in the operating budget through lower bus maintenance and fueling costs. While METRO hopes to meet the local match requirement by using the State Low Carbon Transit Operations Program (LCTOP) grant and by assuming that California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) vouchers will be available from the California Air Resources Board (CARB), there is some assumed risk that HVIP vouchers may

REVISED

not be available as planned. If that occurs, METRO would need to use a portion of its PTMISEA funds as the local match. There is also some risk that the State will not allow the LCTOP match to be structured as METRO proposes.

METRO staff submitted METRO’s first application for electric bus grant funding to the Federal Transit Administration’s Low or No Emission Vehicle Deployment Program (LoNo) on 11/23/15. This LoNo application requested \$6,146,489 in federal grant funds with a local share of \$990,101 (13.3%) for a total project value of \$7,136,590 to purchase 5 BYD 40’ electric buses, chargers, warranties and spare parts. A five-bus deployment is the minimum project size for this program.

The budget structure in the application proposes to use state funds from two other grant programs to pay the required local share. The California Low Carbon Transit Operations Program (LCTOP) formula funds from FY15 and FY16, backed-up by PTMISEA and HVIP funds to pay the \$990,101 local share as shown in the table below. Note that the PTMISEA local share would be withdrawn from the \$5.9 million currently designated for Pacific Station redevelopment. Following acquisition of the buses, METRO will apply to CARB for HVIP vouchers of \$95,000 for each bus purchased. When METRO receives the HVIP rebate (\$475,000), the PTMISEA funds used to cover the HVIP amount would be repaid. If, however, the vouchers are not paid due to the HVIP fund being exhausted, then the PTMISEA funds will have been expended without reimbursement. This budget structure is 100% grant-funded to acquire five electric buses and support infrastructure.

2016 LoNo Application Budget		
Federal	Local	Total
\$ 6,146,489	\$ 990,101	\$7,136,590
Sources of Local Match		
2015 CA LCTOP return from MST	\$ 182,694	
2016 CA LCTOP formula funds	\$ 526,698	
2014 PTMISEA funds (in the bank)	\$ 280,709	
Total Share	\$ 990,101	
HVIP Rebates (5 @ \$95k per bus)	\$ 475,000	
Reimbursement of PTMISEA funds paid at purchase	\$ (280,709)	
Net Cash after PTMISEA repayment	Balance*	\$ 194,291
*These funds would be reinvested into this electric bus program		

The proposed local match strategy is based on using LCTOP formula funds and, HVIP rebates backed-up by PTMISEA funds. These funding sources have schedules and eligibility requirements which require METRO to have a back-up plan for the local match in case either or both of these sources do not come to fruition in the required timeframe. In the best-case alternative, METRO will

acquire five buses paid 100% by new grant funds. In the worst-case alternative, METRO will acquire one bus and pay \$357,116 from PTMISEA funds.

If the LoNo grant is not awarded, METRO proposes to use some of its PTMISEA funds to purchase one bus under the LCTOP grant. Staff proposes that the best project for the state LCTOP formula funds would be an electric bus serving the disadvantaged community in Watsonville; however, METRO's revenue from this year's LCTOP formula allocation is lower than anticipated, meaning that additional local funds are required to deliver the one-bus project. METRO would have to deliver a one-bus LCTOP project regardless of whether or not LoNo is awarded and would have to pay at least \$262,116 from its PTMISEA funds to make it work. If, in addition, the HVIP bucket is insufficient, the amount to be withdrawn from PTMISEA increases to \$357,116. The following table shows the alternative outcomes discussed above if the LoNo grant is not awarded:

2016 LCTOP Budget for Purchase of One Bus		
LCTOP	Local	Total
\$ 709,392	\$ 357,116	\$ 1,066,508
Sources of Local Match		
PTMISEA	\$ 357,116	
Total Share	\$ 357,116	
HVIP Rebate - one bus	\$ 95,000	
PTMISEA	\$ 262,116	

In the last LoNo cycle, the FTA awarded \$54.4 million nationwide to ten LoNo projects, seven of which were for electric buses. This year, LoNo offers only \$22.5 million nationwide. HVIP rebates are assured as long as the total account is not exhausted. A possible but highly unlikely outcome would be that Caltrans denies METRO's allocation request for LCTOP funds to purchase an electric bus serving Watsonville. The following table lists all possible outcomes with their respective impact on METRO's budget.

Alternative	Budget Impact
1. LoNo + LCTOP + HVIP awarded (5 buses)	\$ - All <u>new</u> grant funds
2. LoNo + LCTOP award; <u>no</u> HVIP rebate (5 Buses)	\$ (280,709) Paid from PTMISEA funds
3. LoNo award; <u>no</u> LCTOP + HVIP Rebate	\$ (515,101) Paid from PTMISEA funds
4. LoNo award; <u>no</u> LCTOP; <u>no</u> HVIP Rebate	\$ (990,101) Paid from PTMISEA funds
5. <u>No</u> LoNo; LCTOP award with HVIP Rebate (1 Bus)	\$ (262,116) Paid from PTMISEA funds
6. <u>No</u> LoNo; LCTOP award; <u>no</u> HVIP rebate (1 Bus)	\$ (357,116) Paid from PTMISEA funds
7. <u>No</u> LoNo; <u>no</u> LCTOP award (0 Buses)	\$ - No Buses

At this time, staff recommends that the Board weigh the risks and benefits of the alternative outcomes and give direction for this round of electric bus grant requests. The staff recommendation is to pursue the LoNo grant as submitted, with the most optimistic outcome giving METRO its first fleet of five buses.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The FY16 capital budget will be amended if the grants are awarded.

V. ALTERNATIVES CONSIDERED

- Alternative 1: Rescind the LoNo application. This would eliminate a potential reduction of funds available for Pacific Station if the HVIP fund is exhausted.
- Alternative 2: Rescind the LoNo grant application and develop a different LCTOP project. This is the lowest-risk approach and would eliminate any need for PTMISEA funds.

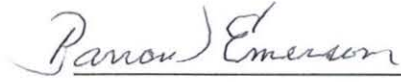
VI. ATTACHMENTS

None

Prepared by: Thomas Hiltner, Grants/Legislative Analyst

VII. APPROVALS:

Barrow Emerson, Planning
And Development Manager



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



Approved as to fiscal impact:
Angela Aitken, Finance Manager

allow for AA

Alex Clifford, CEO/General Manager



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DATE: December 11, 2015
TO: Board of Directors
FROM: Leslyn K. Syren, District Counsel
**SUBJECT: CONSIDERATION OF A CONTRACT WITH THE LAW FIRM OF
HANSON BRIDGETT IN AN AMOUNT NOT TO EXCEED \$200,000**

I. RECOMMENDED ACTION

That the Board of Directors approve the Agreement with Hanson Bridgett LLP for As-Needed Legal Services.

II. SUMMARY

- The law firm of Hanson Bridgett is a recognized leader in providing legal services to transit districts throughout the State of California.
- Santa Cruz Metropolitan Transit District (METRO) has solicited the services of Hanson Bridgett to assist District Counsel with several significant legal projects.
- In order to complete the projects currently assigned to the firm and to allow for the referral of additional projects, District Counsel seeks to enter into a new contract with Hanson Bridgett for five (5) years with a cap of \$200,000 for as-needed legal services.

III. DISCUSSION/BACKGROUND

In 2013, the Legal Department surveyed several law firms when it sought assistance to deal with legal issues that arose from the Metrobase project. A limited term contract, not to exceed \$20,000 was entered into with the firm. In 2014, a second contract was entered into that expanded the scope of services and increased the not to exceed amount to \$50,000, an amount within the authorization of the CEO/General Manager.

Since entering into the contract in August of 2014, the need for additional services from Hanson Bridgett has been necessary. This action, if approved, will result in the close out of all prior contracts with the firm and establish a new five (5) year agreement in an amount not to exceed \$200,000.

Hanson-Bridgett provides several necessary support services to the District's Legal Department, including providing on-going support for construction projects, procurement, DBE consultation, FTA compliance issues and attorney staff coverage when District Counsel is unavailable. For these reasons, it is requested that the Board of Directors find that it is in the best interests of the

District to waive its competitive procurement processes, since competitive bidding procedures would be unavailing under these circumstances and execute a new five (5) year contract with Hanson-Bridgett with a contract amount not to exceed \$200,000 over the term of the agreement.

IV. FINANCIAL CONSIDERATIONS/IMPACT

Currently, there is \$150,000 budgeted in the life of project Metrobase Capital budget for the Operations building legal expenses. The Legal Department has \$100,000 budgeted in their FY16 operating budget for outside legal counsel. District Counsel will be responsible for budgeting future fees within their operating budget.

V. ALTERNATIVES CONSIDERED

Issue an RFP for these Legal Services for FY16 and FY17. We do not believe that this is a good option in that it would take a new firm many hours of work to review this matter in order to provide additional services. We believe that by amending the contract with Hanson Bridgett, and also entering into a new contract, we will retain a continuity of excellent legal representation.

VI. ATTACHMENTS

Attachment A: As-Needed Legal Services Agreement

Prepared By: Leslyn K. Syren, District Counsel

VII. APPROVALS:

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



Approved as to fiscal impact:
Angela Aitken, Finance Manager

allow for AA

Alex Clifford, CEO/General Manager



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Attachment A

CONTRACT FOR LEGAL SERVICES AS-NEEDED LEGAL SERVICES

This Contract is made and entered into at Santa Cruz, California, as of _____, 2015, by and between **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, a public agency ("Santa Cruz METRO"), and, **HANSON BRIDGETT LLP**, ("ATTORNEY"), who agree as follows:

1. DESCRIPTION OF SERVICES, STAFFING AND WORK SCHEDULE

ATTORNEY must provide to Santa Cruz METRO the services at the time, places and in the manner described and under the terms and conditions set forth herein.

ATTORNEY shall provide legal consulting services to Santa Cruz METRO in the areas of Transportation Law, Public Sector Employment, Public Entity Law, Public Entity Procurement and Contracting, Public Works Contracting, and Intellectual Property Law on an as-needed basis and as requested by Santa Cruz METRO.

Services may not begin until Santa Cruz METRO's District Counsel issues a Notice to Proceed, which may be either oral or written.

ATTORNEY agrees that Julie A. Sherman will be principally responsible for performing the legal services requested by Santa Cruz METRO, assisted as needed by Steven D. Miller and David S. Gehrig; however, other members in the firm may perform the services.

ATTORNEY must consult with Leslyn Syren, District Counsel, on all matters within the scope of this Contract. ATTORNEY may not undertake any task unless each task, including meetings, has been authorized in advance by District Counsel, either orally or in writing. ATTORNEY must obtain prior approval if any services within the scope of this Contract are proposed to be performed by other persons or firms.

2. TOTAL CONSIDERATION

The total consideration payable to ATTORNEY may not exceed the sum of \$100,000 annually, including any reimbursable expenses.

This amount is established for Santa Cruz METRO's budgetary purposes and does not constitute a contractual commitment by Santa Cruz METRO to retain ATTORNEY to such an extent, nor a commitment by ATTORNEY to provide all required services within the amount so established. However, ATTORNEY may not provide services that are billable to Santa Cruz METRO in an amount exceeding the amount of the total consideration provided above unless approved in advance by written amendment to this Contract.

3. METHOD OF PAYMENT

A. Santa Cruz METRO will reimburse ATTORNEY for services performed in accordance with the terms of this Contract. Santa Cruz METRO will pay ATTORNEY for actual hours worked. Services performed must be billed according to the rates quoted below:

Julie A. Sherman -- \$315 per hour

Steven S. Miller - \$335 per hour

David S. Gehrig - \$335 per hour

Junior Associates – ranging from \$250 – 300 per hour

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- B. ATTORNEY must invoice Santa Cruz METRO monthly for services rendered during the preceding month pursuant to this Contract. The invoices must be itemized with a description of the work performed, the date and person performing such work, the time expended and the associated hourly billing rate or charge for such work, and any reimbursable expenses incurred in the performance of the work. ATTORNEY must certify that it has actually incurred the expenses set out in its invoice. Invoices for reimbursable expenses may not exceed the out-of-pocket expense for such items. All invoices are due no later than 45 days after completion and acceptance of the work under this Contract. Records of all costs charged to this Contract, including ATTORNEY's supervision and labor costs, subconsultant costs and direct expenses, must be available for audit purposes.
- C. Payment of each approved invoice will be made by Santa Cruz METRO within 30 days after receipt in accordance with the hourly rates provided herein and subject to the maximum consideration set forth in Paragraph 2 of this Agreement. All payments are made in arrears. If Santa Cruz METRO disputes any items on an invoice for a reasonable cause, Santa Cruz METRO may deduct that disputed item from the payment, but may not delay payment for the undisputed portions. The amounts and reasons for such deductions must be documented to ATTORNEY within 30 days after receipt of invoice by Santa Cruz METRO. Santa Cruz METRO will assign a sequential reference number to each deduction.
- D. Unless otherwise agreed, payment against invoice will be delivered by first class mail through the facilities of the US Post Office, postage prepaid, addressed to the applicable party in the manner set forth in Paragraph 7 of this Agreement. Payment against invoice is deemed to be made in Santa Cruz, California, whether or not payment is addressed to a different location or delivered in another manner.

4. SANTA CRUZ METRO REQUESTED CHANGES

Santa Cruz METRO may, by written order, authorize changes to the Scope of Services described in this Contract. If such changes cause an increase in the cost or time required for performance of the agreed-upon services, an equitable adjustment to the total compensation and/or to the Contract term will be made by a written amendment to this Contract.

5. ATTORNEY REQUESTED CHANGES

ATTORNEY will not be compensated for work outside the Scope of Services described in this Contract, unless, prior to the commencement of such services:

- A. ATTORNEY notifies Santa Cruz METRO in writing that it believes a change to the Scope of Services is necessary. Such notice will explain the circumstances giving rise to such belief and will set forth a proposed course of action, including a breakdown of any proposed adjustment in compensation resulting therefrom; and
- B. Santa Cruz METRO approves the additional services as being outside the Scope of Services and the amount of compensation; and
- C. The parties execute an amendment describing the additional service and compensation therefor.

6. EFFECTIVE DATE

This Contract is effective as of the day and year first hereinabove appearing.

7. NOTICES

All notices and other communications under this Contract must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by electronic mail or telecopy directed to the party to whom notice is to be given at the email address provided or the telecopy number listed below, or (ii) at the earlier of actual receipt or the second

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business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its email address, telecopy number, or its mailing address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

Santa Cruz METRO: Leslyn K. Syren, District Counsel
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060
Phone: (831) 426-6080 - ex1601
Fax: (831) 469-3658
Email: lsyren@scmtd.com

ATTORNEY: Julie A. Sherman, Esq.
Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco CA 94105
Phone: (415) 995-5185
Fax: (415) 995-3592
Email: jsherman@hansonbridgett.com

8. CONTRACT DOCUMENTS

Each and every term, condition, and provision of the Contract Documents is incorporated herein by reference as though set forth in full. The Contract Documents consist of each and every one of the documents hereinafter enumerated, and any conflict or discrepancy between any of the documents will be resolved in accordance with the order of precedence hereinafter enumerated:

FIRST: This Writing
SECOND: Santa Cruz METRO General Contract Provisions (Exhibit 1)

9. INSURANCE REQUIREMENTS

ATTORNEY, at ATTORNEY's sole cost and expense and for the full term of this Contract or any renewal thereof, must obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefor under this Contract:

A. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of ATTORNEY.

- 1) This policy must provide coverage for Workers' Compensation (Coverage A).
- 2) This policy must also provide coverage of \$1,000,000 Employers' Liability (Coverage B).

B. Professional Liability

A policy in an amount not less than \$1,000,000 per occurrence:

If this policy should contain a deductible clause, it will not be greater than \$100,000 per occurrence. If the deductible is greater than \$100,000, prior approval must be obtained from District Counsel.

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C. Endorsements

The following endorsement is required to be made a part of the Workers' Compensation and Employers' Liability policy.

"Thirty (30) days' prior written notice of cancellation must be given to Santa Cruz METRO in the event of cancellation." Such notice must be sent to:

Santa Cruz METRO
Attn: Debbie Kinslow, Asst. Manager – Finance
110 Vernon Street
Santa Cruz, CA 95060

D. Proof of Coverage

Copies of all the required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE which must be provided by the ATTORNEY's insurance company as evidence of the stipulated coverages. This Proof of Insurance must then be mailed to:

Santa Cruz METRO
Attn: Debbie Kinslow, Asst. Manager – Finance
110 Vernon Street
Santa Cruz, CA 95060

E. Special Provisions

- 1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by ATTORNEY, and any approval of said insurance by the Board, Santa Cruz METRO, or their insurance consultant(s) are not intended to and may not in any manner limit or qualify the liabilities and obligations otherwise assumed by ATTORNEY pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.
- 2) Santa Cruz METRO reserves the right to withhold payments to ATTORNEY in the event of material noncompliance with the insurance requirements outlined above.

11. **AMBIGUITIES**

The parties have each carefully reviewed this Contract and have agreed to each term of this Contract. No ambiguity will be presumed to be construed against either party.

12. **ENTIRE AGREEMENT**

This Contract, including all exhibits and attachment, embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

Executed as of the day first above stated.

HANSON BRIDGETT, LLP

**SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT**

By: _____
STEVEN D. MILLER
Partner

By: _____
LESLYN K. SYREN
District Counsel

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EXHIBIT 1

GENERAL CONTRACT PROVISIONS

1. TIME FOR PERFORMANCE

- A. ATTORNEY must devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for satisfactory accomplishment of the ATTORNEY's obligations under this Contract.
- B. Neither party will be considered in default of this Contract by reason of any failure to perform in accordance with the schedule set out in this Contract if such failure arises out of an excusable delay. A default of ATTORNEY's subconsultant at any tier will be presumed to be within the control of the ATTORNEY unless caused entirely by an excusable delay. If the failure to perform of either ATTORNEY or Santa Cruz METRO is caused by the default of a third-party consultant or ATTORNEY to Santa Cruz METRO, and if the default arises out of causes beyond the control of all the parties, and without the fault or negligence of any of them, neither ATTORNEY nor Santa Cruz METRO will be in default by reasons of any such failure to perform.
- C. As used herein, the term "excusable delay" means one or more of the following: Acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, but in every case the failure to perform must be beyond the control and without the fault or negligence of the non-performing party. If ATTORNEY suffers a delay because of cause(s) as described herein, Santa Cruz METRO may, upon receiving ATTORNEY's fully-documented and supported written request timely made, make an equitable revision in the Contract schedule or other terms of the Contract as appropriate.

2. LICENSES, PERMITS, TAXES, ETC. ATTORNEY represents and warrants to Santa Cruz METRO that it has all licenses, permits, City/County Business Operations Tax Certificate(s), qualifications and approvals legally required for ATTORNEY to provide the services required by this Contract. ATTORNEY represents and warrants to Santa Cruz METRO that ATTORNEY will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, insurance, and approvals legally required for ATTORNEY to provide the services required by this Contract. ATTORNEY must provide written proof of such licenses, permits, insurance, and approvals upon Santa Cruz METRO's request. Santa Cruz METRO is not responsible or liable for ATTORNEY's failure to comply with any or all of the requirements contained in this paragraph.

3. WORK IS PROPERTY OF Santa Cruz METRO. All Work Product delivered to Santa Cruz METRO under this Contract will be the property of Santa Cruz METRO upon Santa Cruz METRO's receipt thereof. Santa Cruz METRO has a royalty-free license to publish, reproduce, deliver and use the Work Product for any Santa Cruz METRO purpose whatsoever, but Santa Cruz METRO does not have the right to permit others to use Work Product for any commercial purpose. Nothing herein will be construed to transfer to Santa Cruz METRO any rights in the Work Product covered by a patent or copyright. For the purpose of this Article, the term "Work Product" means all reports, writings, documents or any other submittal, regardless of form, that ATTORNEY is obligated to deliver to Santa Cruz METRO under the provisions of this Contract. ATTORNEY must secure and deliver to Santa Cruz METRO the written permission of any third party claiming a copyright or proprietary right in the Work Product as required for Santa Cruz METRO to use the Work Product in the manner herein described.

4. PERSONNEL. ATTORNEY must assign only competent personnel to perform services pursuant to this Contract. ATTORNEY must provide all staff necessary for completion of the services under this Contract. In the event that Santa Cruz METRO, at its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by ATTORNEY to perform services pursuant to this Contract, ATTORNEY must remove any such person immediately upon receiving notice from Santa Cruz METRO of the desire of Santa Cruz METRO for the removal of such person or persons.

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5. PROFESSIONAL STANDARDS. ATTORNEY warrants and guarantees that the work provided under this Contract will be performed and completed in accordance with all applicable legal requirements and will meet the standard of quality ordinarily to be expected of competent professionals in ATTORNEY's and its subconsultant's field of expertise. ATTORNEY must comply with all applicable federal, state, and local laws, codes, ordinances, regulations, orders and decrees.

If Santa Cruz METRO discovers a breach of this warranty within 1 year after final payment under this Contract and gives ATTORNEY written notice of that breach within a reasonable time after discovery, ATTORNEY must remedy the breach promptly by performing any required work at not cost to Santa Cruz METRO. This remedy is non-exclusive to Santa Cruz METRO. If ATTORNEY disputes the existence of a breach, any remedy and the cost thereof will be determined in accordance with Article 17, "Disputes" of these general contract provisions.

6. PERFORMANCE OF KEY PERSONNEL. The determination to award this Contract to ATTORNEY was based in material part on the qualifications and experience of ATTORNEY and its key personnel. Therefore, ATTORNEY must assign such key personnel to this Contract and such personnel will remain so assigned for the duration of this Contract. ATTORNEY's key personnel will work, respectively, in the capacities described for each such person in ATTORNEY's Proposal. ATTORNEY's failure to perform its obligations under this paragraph will be deemed to be a material breach of this Contract unless such personnel are no longer under the direction and control of ATTORNEY. In addition to any other remedies Santa Cruz METRO may have under this Contract or at law, upon ATTORNEY's breach, Santa Cruz METRO may obtain equitable relief requiring ATTORNEY to specifically perform its obligations under this paragraph.

7. COVENANT AGAINST CONTINGENT FEES. ATTORNEY covenants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; excepting bona fide employees or bona fide established commercial or selling agencies maintained by ATTORNEY for the purpose of securing business. For breach or violation of this covenant, Santa Cruz METRO has the right to cancel the Contract without liability for payment for any services provided or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8. COVENANT AGAINST GRATUITIES.

A. Prohibited Conduct

1. During the term of this Contract, ATTORNEY, its officers and employees and their immediate families are prohibited from offering or giving a gratuity in any form including, without limitation, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason including personal, non-business related reasons to any Santa Cruz METRO officer or employee or their immediate families. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 or less per year; or (2) any perishable item (flowers or food) of any value, except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not prohibited by this section.
2. Violation of subparagraph A(1) of this provision is a material breach of this Contract, and Santa Cruz METRO will have the right to debar ATTORNEY from participating at any tier in any Santa Cruz METRO contract for a period of up to 5 years.
3. ATTORNEY must include a copy of subparagraphs A(1) and A(2) of this provision in any agreement it makes with its subconsultants.

B. Covenant

ATTORNEY covenants that prior to award of this Contract, ATTORNEY has disclosed, (using the Interests and Gratuities Certification that is incorporated into the Contract by this reference) any gratuity, as described above, that it, its officers, employees or their immediate families have offered or given to any Santa Cruz METRO officer, employee or their immediate families for any reason, including personal non-business-related reasons within the 12 months prior to award of this Contract. ATTORNEY must provide an amended Certification with the executed contract if

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ATTORNEY gives or offers any gratuity after submission of the initial Certification that will be incorporated into this Contract by reference.

9. CONFLICT OF INTEREST

A. Prohibited Interests

1. During the term of this Contract, ATTORNEY, its officers, employees and their immediate families may not acquire any interest, direct or indirect, or accept any employment or engage in any consulting work, that would create a conflict with Santa Cruz METRO or that would conflict with the performance of services required to be performed under this Contract.
2. Violation of subparagraph A(1) is a material breach of this Contract, and Santa Cruz METRO will have the right to debar ATTORNEY from participating at any tier in any Santa Cruz METRO contract for a period of up to 5 years.
3. ATTORNEY must include a copy of subparagraphs A(1) and A(2) of this provision in any agreement it makes with its subconsultants.

B. Covenant

1. ATTORNEY covenants that prior to award of this Contract, ATTORNEY has disclosed (using the Interests and Gratuities Certification) any present interest and any interest existing within 12 months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. ATTORNEY must provide an amended Certification with the executed Contract of any disclosable interest acquired or occurring after submission of the initial Certification that will be incorporated into this Contract by this reference. Violation of this covenant is a material breach of this Contract.
2. In addition, ATTORNEY must immediately disclose in writing to the Santa Cruz METRO General Manager and District Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.
3. Violation of the above disclosure obligations is a material breach of this Contract.

10. TERMINATION FOR CONVENIENCE. Santa Cruz METRO may terminate this Contract for its convenience (without cause) at any time, in whole or part, by giving at least 15 days' advance written notice to ATTORNEY of such termination and specifying the effective date thereof. Work in progress upon the effective date of termination will become Santa Cruz METRO's property to the extent that Santa Cruz METRO directs ATTORNEY in writing to deliver such work to Santa Cruz METRO. Santa Cruz METRO will pay ATTORNEY for all work satisfactorily performed up to the effective date of termination, subject to the limitation on the total consideration payable under this Contract. With respect to work in progress, ATTORNEY will be paid its costs and profit on work performed prior to the effective date of termination, plus reasonable contract close-out costs. ATTORNEY must invoice Santa Cruz METRO for its termination costs within 30 days after the effective date of Santa Cruz METRO's notice of termination.

11. TERMINATION FOR BREACH. Either party has the right to terminate this Contract for breach if the other party is in breach of any material term or condition of this Contract after giving the breaching party written notice of default ("Notice of Default") and providing an opportunity to cure, as set forth in the Article entitled "Opportunity to Cure." In that event, ATTORNEY will only be paid its fees and costs for services performed, as of the effective date of termination, in accordance with the terms and conditions of this Contract. Santa Cruz METRO reserves the right to offset the damages it incurs as a result of ATTORNEY's breach against any payments owed to ATTORNEY. The foregoing remedy is cumulative and is in addition to any right or remedy that RT may have in law or equity.

If, after termination for failure to fulfill contract obligations, it is determined that ATTORNEY was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for Santa Cruz METRO's convenience.

12. OPPORTUNITY TO CURE. Either party may terminate this Contract immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that (a) the

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defaulting party has received Notice of Default containing a reasonably complete description of the default and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day period, no event of default may occur so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party.

13. STOP WORK ORDER.

- A. In addition to the right to terminate this Contract as provided in the Articles set out above, Santa Cruz METRO may, at any time, by written order to ATTORNEY, require ATTORNEY to stop all, or any part, of the work called for by this Contract for a period of up to 90 calendar days after the order is delivered to ATTORNEY, and for any further period agreed to by the parties. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this clause. At a minimum, any such Stop Work Order will include the following, in writing:
 1. A clear description of the work to be suspended;
 2. Guidance as to the actions to be taken on subcontracts;
 3. Other suggestions to ATTORNEY for minimizing costs.
- B. Upon receipt of a Stop Work Order, ATTORNEY must promptly comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the of 90 calendar day period or the lesser period specified after a Stop Work Order is delivered to ATTORNEY, or within any extension of that period that the parties must have agreed, Santa Cruz METRO may:
 1. Terminate the Contract as provided in the Articles titled "Termination for Convenience" or "Termination for Breach"; or
 2. Cancel the Stop Work Order; or
 3. Allow the period of the Stop Work Order to expire.

14. COSTS OF STOP WORK ORDER. If a Stop Work Order is cancelled or the period of the Stop Work Order or any extension thereof expires, ATTORNEY must resume work. An equitable adjustment will be made in the scope or Contract price, or both, and the Contract will be modified in writing accordingly if:

- A. The Stop Work Order results in an increase in the time required for, or in ATTORNEY's costs properly allocable to, the performance of any part of this Contract; and
- B. ATTORNEY asserts a claim for such adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if Santa Cruz METRO decides the facts justify such action, Santa Cruz METRO may receive and act upon any such claim asserted at any time prior to final payment under this Contract.

Any costs due to Stop Work Order issued because of Contract noncompliance will be borne by ATTORNEY.

15. HEALTH AND SAFETY. ATTORNEY will assure that its employees and subconsultants comply with all applicable safety laws, rules, and standards, including:

- A. California Administrative Code Title 8 (CAL/OSHA).
- B. Code of Federal Regulations (FED/OSHA) Title 29, Parts 1901 and 1926, as appropriate.
- C. Appropriate trade association safety standards.
- D. Appropriate equipment manufacturer instructions.
- E. Material Safety Data Sheets (MSDS) for each product supplied or used, which must be posted or submitted pursuant to California General Industry Safety Order Section 5194.
- F. In cases where standards conflict, the standard providing the highest degree of protection will prevail.

ATTORNEY acknowledges that Santa Cruz METRO has no duty to ensure ATTORNEY's or its subconsultants' compliance with safety requirements. ATTORNEY will supervise and direct the work

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using its best skill and attention. ATTORNEY will take all precautions necessary to protect all persons and property from injury or damage, including those special precautions designed to protect against risks that are inherent in the type of work to be performed and the particular conditions present. ATTORNEY will ensure its subconsultants' compliance with all safety requirements including special precautions designed to protect against inherent risks.

16. DISPUTES.

- A. In the event of any dispute or disagreement between Santa Cruz METRO and ATTORNEY (individually the "Party," and collectively the "Parties") as to any provision of the Contract (or the performance of obligations hereunder), the matter, upon written request of either Party, will immediately be referred to representatives of the Parties for decision, each Party being represented by one individual who has no direct operational responsibility for the matters contemplated by this Contract and who is authorized to settle the dispute, subject to approval of the Santa Cruz METRO Board of Directors, if required (the "Representatives"); the Representatives will promptly meet in a good faith effort to resolve the dispute.
- B. If a dispute arises among the Parties in connection with this Contract or any document or instrument delivered in connection herewith, including without limitation an alleged breach of any representation, warranty, or covenant herein or therein, or a disagreement regarding the interpretation of any provision hereof or thereof (the "Dispute"), the Parties will use the following procedure in good faith prior to any party pursuing other available judicial or non-judicial remedies:
 1. A meeting must be held among the Parties within 15 days after a party gives written notice of the Dispute to the other party (the "Dispute Notice") attended by the Representatives to attempt in good faith to negotiate a resolution of the Dispute (subject to the approval of Santa Cruz METRO's Board of Directors, if required).
 2. If, within 30 days after the Dispute Notice, the Parties have not succeeded in negotiating a written resolution of the Dispute, upon written request by either party to the other party, both Parties may agree to jointly appoint a mutually acceptable neutral person not affiliated with any of the Parties (the "Neutral"). The Parties may seek assistance in such regard from the American Arbitration Association or the Center for Public Resources if they have been unable to agree upon such appointment within 40 days after the Dispute Notice. The fees and costs of the Neutral and of any such assistance will be shared equally among the Parties.
- C. If the Parties appoint a Neutral:
 1. In consultation with the Neutral, the Parties will negotiate in good faith to select or devise a nonbinding alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the Dispute, and a time and place for the ADR to be held, with the Neutral (at the written request of either party to the other party) making the decision as to the procedure and/or place and time if the Parties have been unable to agree on any of such matters in writing within 15 days after selection of the Neutral.
 2. The Parties agree to participate in good faith in the ADR to its conclusion; however, no party will be obligated to continue participating in the ADR if the Parties have not resolved the Dispute in writing within 120 days after the Dispute Notice *and* any party has terminated the ADR by delivering written notice of termination to the other party following expiration of the 120-day period. Following any such termination notice after selection of the Neutral, and if either party so requests in writing to the Neutral (with a copy to the other party), then the Neutral will deliver a written recommendation for resolution of the Dispute to each party, which recommendation will not be binding upon the Parties.
 3. Notwithstanding anything herein to the contrary, nothing in this Article precludes any party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the Dispute, either prior to or during the ADR, if necessary to protect the interests of such party. Further, this Article will be specifically enforceable.

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17. CLAIMS. If the Parties are unable to resolve a dispute arising under this Contract, ATTORNEY must submit any unsettled dispute or potential claim that ATTORNEY wants to pursue to Santa Cruz METRO pursuant to the procedures set forth in Government Code Section 900 *et seq.*

18. THIRD PARTY OBLIGATIONS. ATTORNEY will be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Contract. ATTORNEY will pay directly such parties for all amounts due under the arrangement. ATTORNEY must indemnify and hold Santa Cruz METRO harmless from any and all claims and liabilities arising from contracts between ATTORNEY and third parties. ATTORNEY must exert its best efforts to prevent any loss to Santa Cruz METRO from the failure of proper performance of any third party. Santa Cruz METRO's only obligation with respect to such third parties is to reimburse ATTORNEY for those expenses that Santa Cruz METRO is obligated to reimburse by virtue of the terms of this Contract.

19. WORKERS' COMPENSATION. Responsibility for payment due by Santa Cruz METRO will be limited to the compensation set forth in the Contract Documents. Santa Cruz METRO will not be responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit payable to employees of ATTORNEY that is based upon the relationship of employer and employee.

20. ASSIGNMENT OF WORK. The services provided pursuant to this Contract may not be assigned by ATTORNEY unless approved in writing by Santa Cruz METRO. If ATTORNEY is not available to perform the terms of the Contract, Santa Cruz METRO may at its election terminate the Contract for convenience or breach by giving notice as set forth herein.

21. INDEPENDENT CONTRACTOR.

- A. It is understood and agreed that ATTORNEY (including ATTORNEY's employees) is an independent ATTORNEY and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither ATTORNEY nor ATTORNEY's assigned personnel will be entitled to any benefits payable to employees of Santa Cruz METRO. Santa Cruz METRO is not required to make any deductions or withholdings from the compensation payable to ATTORNEY under the provisions of this Contract, and ATTORNEY will be issued a Form 1099 for its services hereunder. As an independent ATTORNEY, ATTORNEY hereby agrees to indemnify and hold Santa Cruz METRO harmless from any and all claims that may be made against Santa Cruz METRO based upon any contention by any of ATTORNEY's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance of any services under this Contract.
- B. It is further understood and agreed by the parties hereto that ATTORNEY, in the performance of its obligations hereunder, is subject to the control and direction of Santa Cruz METRO as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Contract, but not as to the means, methods, or sequence used by ATTORNEY for accomplishing such results. To the extent that ATTORNEY obtains permission to, and does, use Santa Cruz METRO's facilities, space, equipment or support services in the performance of this Contract, this use will be at the ATTORNEY's sole discretion based on ATTORNEY's determination that such use will promote ATTORNEY's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, Santa Cruz METRO does not require that ATTORNEY use Santa Cruz METRO's facilities, equipment or support services or work in Santa Cruz METRO's locations in the performance of this Contract.
- C. If, in the performance of this Contract, any third persons are employed by ATTORNEY, such persons will be entirely and exclusively under the direction, supervision, and control of ATTORNEY. Except as may be specifically provided elsewhere in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or

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any other items of employment or requirements of law, will be determined by ATTORNEY. It is further understood and agreed that ATTORNEY will issue W-2 or 1099 Forms for income and employment tax purposes, for all of ATTORNEY's assigned personnel and subconsultants.

- D. Nothing in this Contract may be construed as to create an exclusive relationship between RT and ATTORNEY. ATTORNEY may represent, perform services for, or be employed by such additional persons or companies as ATTORNEY sees fit provided that there is no conflict with the performance of services hereunder.

22. MAINTENANCE OF RECORDS. ATTORNEY must maintain books, records, documents, and other evidence directly pertinent to work under the Contract in accordance with generally accepted accounting principles and practices. ATTORNEY must also retain all books, records, accounts, documentation, and all other materials relevant to this Contract, including any financial information and data related to this Contract: (a) for a period of 3 years from this Contract's termination date; or (b) if any litigation or audit relevant to this Contract, and any amendments, is commenced within 3 years of this Contract's termination date, for 3 years from the conclusion or resolution of all such audits or litigation. Records of all costs charged to this Contract, including ATTORNEY's supervision and labor costs, direct and indirect expenses, and subconsultant costs must be made available to Santa Cruz METRO or its agents for audit purposes. Santa Cruz METRO may perform cost and price analysis during the term of this contract. ATTORNEY will permit Santa Cruz METRO or its designee to review ATTORNEY's cost records at reasonable times in order to determine whether ATTORNEY's proposal is fair and reasonable.

23. EQUIPMENT AND SUPPLIES. ATTORNEY shall use its own equipment and supplies when providing services under this CONTRACT.

24. ALLOWABLE COSTS. Expenditures made by ATTORNEY will be allowable to the extent that they meet all of the requirements set forth below. They must:

- A. Be made in conformance with the Scope of Work and all other provisions of the Contract;
- B. Be necessary in order to accomplish the Contract;
- C. Be reasonable in an amount for the goods or services purchased;
- D. Be actual net cost to ATTORNEY (i.e., the price paid minus any refunds, rebates, or other items of value received by ATTORNEY that have the effect of reducing the cost actually incurred);
- E. Be incurred (and be for work performed) after the date of the Contract, unless ATTORNEY receives specific authorization from Santa Cruz METRO;
- F. Be satisfactorily documented;
- G. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by Santa Cruz METRO; and
- H. Be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

25. AUDIT AND INSPECTION. ATTORNEY must permit Santa Cruz METRO or its duly-authorized representative, to inspect all work, materials, payrolls, and other data and records and to audit the books, records and accounts of ATTORNEY pertaining to the Contract.

26. LITIGATION. ATTORNEY must notify Santa Cruz METRO immediately of any claim or action undertaken by it or against it that affects or may affect this Contract, or Santa Cruz METRO, and must take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of Santa Cruz METRO.

27. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990. By signing this Contract, ATTORNEY assures RT that it complies with the ADA of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

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28. NONDISCRIMINATION.

- A. During the performance of this Contract, ATTORNEY and its subconsultants may not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age, or marital status. ATTORNEY and its subconsultants must insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ATTORNEY and its subconsultants must comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Sections 12990(a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. ATTORNEY and its subconsultants must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. ATTORNEY must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

29. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES. ATTORNEY warrants that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. has not, within the 3-year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph B above;
- D. has not, within a 3-year period preceding this Contract, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default; and
- E. is aware and acknowledges that certain contractors who perform work for governmental agencies are "consultants" under the Political Reform Act (the "Act") (Government Code § 81000, *et seq.*) and its implementing regulations (2 California Code of Regulations § 18110, *et seq.*). ATTORNEY agrees that any of its officers or employees deemed to be "consultants" under the Act by Santa Cruz METRO, as provided for in the Conflict of Interest Code for Santa Cruz METRO, must promptly file economic disclosure statements for the disclosure categories determined by Santa Cruz METRO, to be relevant to the work to be performed under this Contract and must comply with the disclosure and disqualification requirement of the Act, as required by law.

30. GOVERNING LAW. The interpretation and enforcement of the Contract will be governed by the laws of the State of California, the state that the Contract is signed. The parties agree to submit any disputes arising under the Contract to a court of competent jurisdiction located in Santa Cruz, California.

31. NONWAIVER. Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

32. MODIFICATION. No waiver, alteration, modification, or termination of this Contract will be valid unless made in writing and signed by the authorized representatives of the parties hereof.

33. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

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34. CAPTIONS. The headings or captions to the Articles of this Contract are not a part of the Contract and will have no effect upon the construction or interpretation of any part thereof.

35. SEVERABILITY. If any term, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of the Contract will remain in effect.

36. SURVIVORSHIP. ATTORNEY's obligations arising under the provisions pertaining to warranty, insurance, confidentiality, or indemnity with respect to services or work products provided under this Contract will survive the expiration, termination or cancellation of this Contract.

37. SUCCESSORS AND ASSIGNS. This Contract will be binding upon and the benefits of this Contract will inure to the successors and assigns of the parties hereto.

38. AUTHORITY. Each of the signatories to this Contract represent that they are authorized to sign the Contract on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Contract.

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EXHIBIT 2

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR PROFESSIONAL SERVICES CONTRACTS

1.0 GENERAL

This Contract is subject to the terms of a financial assistance contract between the Santa Cruz Metropolitan Transit District and the Federal Transit Administration (FTA) of the United States Department of Transportation. Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2.0 NO OBLIGATION BY THE FEDERAL GOVERNMENT

- 2.1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 2.2 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- 3.1 The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- 3.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 3.3 The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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4.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. 431, no member of, nor delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

5.0 INELIGIBLE CONTRACTORS

Neither Contractor, subcontractor, nor any officer or controlling interest holder of Contractor or subcontractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government.

6.0 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, religion, color, sex, age (40 or over), national origin, pregnancy, ancestry, marital status, medical condition, physical handicap, sexual orientation, or citizenship status. The Contractor shall take affirmative action to insure that applicants employed and that employees are treated during their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

7.0 TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

7.1 Compliance with Regulations

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

7.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

7.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

7.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,

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accounts, other sources of information, and its facilities as may be determined by Santa Cruz METRO or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Santa Cruz METRO, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

7.5 Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, Santa Cruz METRO shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or,
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

7.6 Incorporation of Provisions

The Contractor shall include the provisions of Paragraphs (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Santa Cruz METRO or the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may require Santa Cruz METRO to enter into such litigation to protect the interests of Santa Cruz METRO, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

8.0 ENERGY CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

9.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

9.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

9.2 DBE Obligation

Santa Cruz METRO and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, Santa Cruz METRO and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. Santa Cruz METRO

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and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

10.0 CONFLICT OF INTEREST

No employee, officer or agent of Santa Cruz METRO shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. Santa Cruz METRO's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub agreements.

11.0 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

11.1 General

Santa Cruz METRO and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by Santa Cruz METRO, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when Santa Cruz METRO or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. Santa Cruz METRO or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.
- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

11.2 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, Santa Cruz METRO, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to

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September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

11.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
- (b) "Records" means any item, collection or grouping of information about an individual that is maintained by Santa Cruz METRO or Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (c) "System of records" on individuals means a group of any records under the control of Santa Cruz METRO or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

12.0 RESTRICTIONS ON LOBBYING

12.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

12.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying

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Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

13.0 RECYCLED PRODUCTS

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. This clause is applicable when contractor procures \$10,000 or more of one of the designated items during the fiscal year using Federal funds.

14.0 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

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DATE: December 11, 2015
TO: Board of Directors
FROM: Andrew Kreck, Project Manager, Hill International
SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A CONTRACT EXTENSION WITH RNL DESIGN, INC. FOR ARCHITECT AND ENGINEERING SERVICES THROUGH JUNE 30, 2016, INCREASING THE CONTRACT TOTAL BY \$150,000

I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a contract amendment with RNL Design, Inc. for Architect and Engineering Services to extend the contract through June 30, 2016, increasing the contract total by \$150,000

II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a contract with RNL Design, Inc. for Architect and Engineering Services that is due to expire on December 30, 2015.
- The anticipated completion date of the new Judy K. Souza Operations Building is now estimated to be late December; however, A&E services will be required until the Project is closed out.
- Staff recommends extending the contract with RNL Design, Inc. by six (6) months, through June 30, 2016, and increasing the contract not-to-exceed amount by \$150,000.

III. DISCUSSION/BACKGROUND

METRO entered into a contract with RNL Design, Inc. on March 19, 2012 for Architect and Engineering Services to complete the plans, specifications and drawings for the new Operations Facility and related site work. This contract will expire on December 30, 2015. Due to approved and pending Change Orders involving time extension claims with the primary construction contractor, Lewis C. Nelson and Sons, Inc., the date for substantial completion of the new Judy K. Souza Operations Building is estimated to be late December. A&E services will be required until the Notice of Completion is filed and the Project is completely closed out.

Staff recommends that the Board of Directors authorize the CEO to execute a six-month extension to the contract with RNL Design, Inc. for Architect and Engineering Services to extend the term of the contract to June 30, 2016 and increase funds in an amount not to exceed \$150,000. Andrew Kreck, Project

Manager Consultant, will continue to serve as the Contract Administrator and ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS/IMPACT

This contract has a total not to exceed of \$1,664,977. Additional funds in an amount of \$150,000 are requested to increase the contract authority at this time. The new contract total not to exceed would be \$1,814,977.

Funds to support this Contract Amendment are included in the MetroBase Phase II Project Budget, as approved on October 23, 2015.

V. ALTERNATIVES CONSIDERED

- Do not extend this contract by six months. Staff does not recommend this option, as the services of an Architect-Engineer firm are critical to the successful completion of the new Operations Facility.

VI. ATTACHMENTS

Attachment A: Contract Amendment with RNL Design, Inc.

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

VII. APPROVALS:


Andrew Kreck, Project 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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT EIGHTH AMENDMENT TO CONTRACT NO. 12-25 FOR ARCHITECT AND ENGINEERING SERVICES

This Eighth Amendment to Contract No. 12-25 for Architect and Engineering Services is made effective December 31, 2015 between the Santa Cruz Metropolitan Transit District ("Santa Cruz METRO"), a political subdivision of the State of California, and RNL Design, Inc. ("Architect-Engineer").

I. RECITALS

- 1.1 Santa Cruz METRO and Architect-Engineer entered into a Contract for Architect and Engineering Services ("Contract") on March 19, 2012. The purpose of the Contract is to review and update the current plans, drawings and specifications for the construction of the new Judy K. Souza Operations Facility, Parking Structure and related site work ("Project").
- 1.2 The Contract is due to expire on December 30, 2015.
- 1.3 The Contract allows for amendment upon mutual written consent.
- 1.4 Santa Cruz METRO and Architect-Engineer desire to amend the Contract to extend the Contract term by six months, and to increase the Contract total not-to-exceed amount.

Therefore, Santa Cruz METRO and Architect-Engineer amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is replaced in its entirety by the following:

The term of this Contract shall be from March 19, 2012 to June 30, 2016.

Santa Cruz METRO and Architect-Engineer may extend the term of this Contract at any time for any reason upon mutual written consent.

III. COMPENSATION

- 3.1 Article 5.01 is amended to include the following language:

Santa Cruz METRO shall compensate Architect-Engineer in an amount not to exceed \$150,000 under the terms of the Eighth Amendment.

The new Contract total not-to-exceed amount is \$1,814,977. Architect-Engineer understands and agrees that if they exceed the \$1,814,977 maximum amount payable under this Contract, they do so at their own risk.

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IV. REMAINING TERMS AND CONDITIONS

4.1 All other provisions of the Contract that are not affected by this Amendment shall remain unchanged and in full force and effect.

V. AUTHORITY

5.1 Article 7 is amended to include the following language:

Each party has full power to enter into and perform this Eighth Amendment to the Contract and the person signing this Eighth Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Eighth Amendment to the Contract, understands it, and agrees to be bound by it.

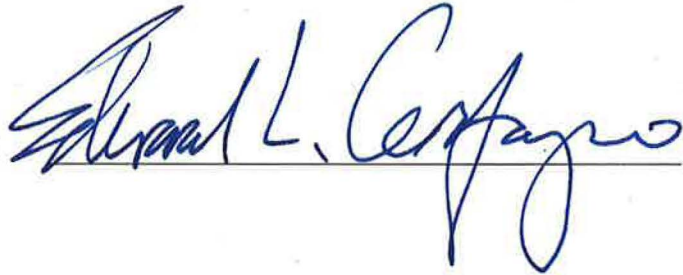
Signed on _____

Santa Cruz METRO –
SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

Alex Clifford, CEO/General Manager _____

Architect-Engineer –
RNL DESIGN, INC.

Edward L. Carfagno, Associate Principal



Approved as to Form:

Leslyn Syren, District Counsel





DATE: December 11, 2015
TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager
SUBJECT: REVISED METROBASE PHASE II (OPERATIONS BUILDING) LIFE OF PROJECT BUDGET AND CAPITAL RESOURCE ALLOCATION PLAN

I. RECOMMENDED ACTION

That the Board of Directors approve:

- A) Adding \$441,656 to the Life of Project, thereby increasing the MetroBase Phase II Operations budget from \$25,424,868 to \$25,866,524; AND**
B) Revise the Capital Restricted Reserve Account from \$441,656 to \$0.

II. SUMMARY

- The Board of Directors established a Life of Project (LOP) for MetroBase Phase II on September 26, 2014 in the amount of \$24,732,549. On May 8, 2015 the Board revised the LOP to \$24,603,596. On August 14, 2015 the Board of Directors revised the LOP to \$24,853,596. On October 23, 2015 the Board of Directors revised the LOP to \$25,424,868.
- Additional adjustments to the LOP are now recommended as follows:
 - Addition of \$141,656 to Other Project Expenses for purchase and installation of an electronic access control system, hiring of a mover, and other unanticipated expenses that may arise near the end of the Project. The costs for these items are currently only estimated. The funds to come from Capital Restricted Reserve.
 - Addition of \$300,000 to the Construction Contingency Budget. The funds to come from Capital Restricted Reserve.
 - The result of the recommended changes is an increase in Board-approved LOP budget from \$25,424,868 to \$25,866,524 and a Capital Restricted Reserve account that decreases from \$441,656 to \$0.
- The CEO recommends approval of the revised LOP budget and revised Capital Restricted Reserve account balance.

III. DISCUSSION/BACKGROUND

Additional Information about the Proposed Revisions/Additions:

- \$141,656 is proposed to be added to Other Project Expenses to cover purchase and installation of an electronic access control system, moving expenses, and other miscellaneous ongoing expenses through project completion.
- \$300,000 is proposed to be added to the Construction Contingency Budget to cover pending changes such as adding a drain beneath the main exterior stairs, resolving ADA access issues at ground level, and other unanticipated changes that have arisen near the end of the Project. Additionally, METRO determined, and paid for, compensable time from September 11, 2015 through October 13, 2015 (non-compensable time was issued for March 4, 2015 through September 10, 2015). The items noted above will deplete the construction contingency. The additional \$300,000 is the forecasted amount that will be needed to complete the Project.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The fiscal impact of these actions, as reflected in this Board report, is as follows:

- The Operations Building Project Life of Project (LOP) budget increases from \$25,424,868 to \$25,866,524.
- The Capital Restricted Reserve account balance is decreased from \$441,656 to \$0.

V. ALTERNATIVES CONSIDERED

- The Board could decline to approve the various proposed revisions. This is not recommended since the Project is near completion and not funding these items could put that at jeopardy.

VI. ATTACHMENTS

Attachment A: Proposed Revised Life of Project Budget

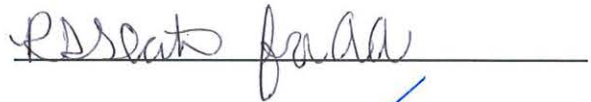
Prepared By: Erron Alvey, Purchasing Manager
Andrew Kreck, Project Manager Consultant

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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Attachment A

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

12/11/2015

Construction Contract	10/23/15 Rev Budget	12/11/15 Budget Amend	Resulting Budget
Lewis C. Nelson and Sons Inc. Prime Construction Contract	\$13,572,000.00		\$13,572,000.00
Construction Contract Contingency	\$1,827,844.20	\$300,000.00	\$2,324,773.20
Security cameras conduit (Cal OES funding)	\$56,000.00		
Security fencing (Cal OES funding)	\$45,929.00		
Security gates (Cal OES funding)	\$30,000.00		
Building access control (Cal OES funding)	\$15,000.00		
Radio tower & equipment relocation (Cal OES funding)	\$50,000.00		

SC Metro Project Management	10/23/15 Rev Budget	12/11/15 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

Consultant Costs	10/23/15 Rev Budget	12/11/15 Budget Amend	Resulting Budget
#15-04 Hill International, Inc:	\$2,725,382.00		\$2,725,382.00
#12-34 TRC Const Mgmt Applied to Other expenses 10/15	\$1,378,383.00		\$1,378,383.00
RNL Design Original contract 03-2012	\$1,814,977.00		\$1,814,977.00
Contingency 10% -A&E Applied to RNL Contract 10/15	\$0.00		\$0.00
Contingency 10% - PMC Applied to Hill Contract 10/15	\$0.00		\$0.00
Contracted professional services	\$150,000.00		\$150,000.00

Additional Costs and Services	10/23/15 Rev Budget	12/11/15 Budget Amend	Resulting Budget
4VSW's hired 3/4/13 –through 2015	\$1,000,000.00		\$1,000,000.00
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	\$60,254.00		\$60,254.00
Furniture and cubicles for new facility	\$150,000.00		\$150,000.00
Inside and outside counsel expenses	\$150,000.00		\$150,000.00
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
LED light conversion	\$45,000.00		\$45,000.00
Procore software	\$15,000.00		\$15,000.00
Other project expenses	\$88,201.00	\$141,656.00	\$229,857.00

Life of Project Total	12/11/2015	\$25,866,524
	10/23/2015 Budget	\$25,424,868
	Difference	\$441,656

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DATE: December 11, 2015
TO: Board of Directors
FROM: Alex Clifford, CEO /General Manager
**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO
SHAW/YODER/ANTWIH, INC. FOR STATE LEGISLATIVE
REPRESENTATION SERVICES NOT TO EXCEED \$90,000**

I. RECOMMENDED ACTION

- 1) That the Board of Directors authorize the CEO to execute a contract with Shaw/Yoder/Antwih, Inc. for State Legislative Representation Services in an amount not to exceed \$90,000 for a three-year period, with options to extend the contract for a total term of ten years.**
- 2) That the Board of Directors authorize the CEO to execute future amendments with Shaw/Yoder/Antwih, Inc. for the options to extend, increasing the contract total for each option year as required, not to exceed a total value of \$300,000 for the full ten years.**

II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) requires State Legislative Representation Services to advocate for, and represent its interests before various state agencies and departments in Sacramento.
- A formal request for proposals was conducted to solicit proposals from qualified firms. A single firm submitted proposals for METRO's review.
- METRO staff reviewed and evaluated the proposal, and is recommending an award to Shaw/Yoder/Antwih, Inc.

III. DISCUSSION/BACKGROUND

METRO requires the services of a professional legislative advocate to represent its interests before the Governor, state committees, agencies and departments. Shaw/Yoder/Antwih, Inc. is METRO's current provider for these services; however, this contract will expire on December 31, 2015, with no further options to renew. Staff at Shaw/Yoder/Antwih has successfully represented METRO for the past twenty years (under different firm names) and was the single respondent to the RFP.

In the interest of ensuring full and open competition, other firms which requested the RFP were polled as to why they did not submit proposals. All but one indicated that they were aware of the long-term successful relationship between

METRO and Shaw/Yoder/Antwih and did not submit for that reason alone. One was from Texas and was not qualified.

In August 2015 the Board authorized staff to issue a Request for Proposals for State Legislative Representation Services. On October 20, 2015 METRO legally advertised and distributed Request for Proposals (RFP) No. 16-09 to ten firms, posted notice on its website, and sent email notices to all GovDelivery Professional Services subscribers. On November 12, 2015, proposals were received and opened from one firm. METRO staff, including the CEO, has reviewed and evaluated the proposal.

Staff is recommending the following actions: 1) that the Board of Directors authorize the CEO to execute a three-year contract on behalf of METRO with Shaw/Yoder/Antwih, Inc. for State Legislative Representation Services in an amount not to exceed \$90,000; and 2) that the Board of Directors authorize the CEO to execute three future contract extensions with Shaw/Yoder/Antwih, Inc. (for one additional three-year option, and two additional two-year options), for a total anticipated contract value of \$300,000 and a total term not to exceed ten years.

Consultant will provide all services meeting all METRO's specifications and requirements of the contract. Alex Clifford, CEO, will serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The base value of the contract is \$90,000 for the first three years. Should all three options be exercised, the total ten-year value of the contract is anticipated to be \$300,000. Funds to support this contract are included in the Administration FY16 & FY17 Legislative Services (acct #503032) Operating Budgets, and planned for the FY18 budget. The CEO is responsible for budgeting for these services on an annual basis.

V. ALTERNATIVES CONSIDERED

- The Board could decline making the award, and instead, utilize staff to perform Sacramento outreach. This alternative is not recommended given the staffing constraints of the agency and the time-consuming nature of such outreach, particularly during the busier times of the annual legislative cycle.

VI. ATTACHMENTS

Attachment A: Contract with Shaw/Yoder/Antwih, Inc.

Note: A full copy of the Contract is available on request.

Prepared By: Erron Alvey, Purchasing Manager
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



Attachment A

PROFESSIONAL SERVICES CONTRACT FOR STATE LEGISLATIVE REPRESENTATION SERVICES (16-09)

This Contract is made and entered into at Santa Cruz, California, as of January 1, 2016, by and between **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT** ("Santa Cruz METRO"), a public agency, and **SHAW / YODER / ANTWIH, INC.** ("CONSULTANT"), who agree as follows:

1. DESCRIPTION OF SERVICES, STAFFING AND WORK SCHEDULE

CONSULTANT must provide to Santa Cruz METRO the services at the time, places and in the manner described and under the terms and conditions set forth herein.

CONSULTANT shall provide legislative services as set for in CONSULTANT'S response to RFP and as requested by Santa Cruz METRO.

Services may not begin until Santa Cruz METRO's Chief Executive Officer/General Manger (hereinafter "CEO") issues a Notice to Proceed, which may be either oral or written.

CONSULTANT agrees that Joshua W. Shaw will be principally responsible for performing the services requested by Santa Cruz METRO, assisted as needed by other members in the firm who may perform the services.

CONSULTANT must consult with the CEO on all matters within the scope of this Contract. CONSULTANT may not undertake any task unless each task, including meetings, has been authorized in advance by the CEO, either orally or in writing. CONSULTANT must obtain prior approval if any services within the scope of this Contract are proposed to be performed by other persons or firms.

2. TIME OF PERFORMANCE

The term of this Contract will be for a period of three (3) years and shall commence upon the signing of the Contract by CONSULTANT and Santa Cruz METRO. At the option of Santa Cruz METRO and upon mutual written consent, this Contract agreement may be renewed for one (1) additional three (3) year term, and two (2) additional two (2) year terms under the same terms and conditions.

On each anniversary date for the optional terms, CONSULTANT may be allowed to increase rates for services. Increases may not exceed the annual percentage change in the San Francisco-Oakland-San Jose Consumer Price Index for all urban consumers. In all cases, Santa Cruz METRO may deny the increase, or cancel the Contract if a requested price increase is not acceptable.

3. COMPENSATION

- A. Santa Cruz METRO shall compensate CONSULTANT a flat monthly retainer of \$2,500, all expenses included, for services performed in accordance with the terms of this Contract. Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payment.
- B. CONSULTANT understands and agrees that if they exceed the \$90,000 maximum amount payable under this Contract, they do so at their own risk. This amount is established for Santa Cruz METRO's budgetary purposes and does not constitute a contractual commitment by Santa Cruz METRO to retain CONSULTANT to such an extent, nor a commitment by CONSULTANT to provide all required services within the amount so established. However, CONSULTANT may not provide services that are billable to Santa Cruz METRO in an amount

Attachment A

exceeding the amount of the total consideration provided above unless approved in advance by written amendment to this Contract.

- C. CONSULTANT shall submit invoices for the \$2,500 flat retainer monthly, with a purchase order number provided by Santa Cruz METRO, for services rendered during the preceding month pursuant to this Contract. All invoices are due to Santa Cruz METRO no later than 45 days after completion and acceptance of the work under this Contract. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by Santa Cruz METRO (or any grantor of Santa Cruz METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract.
- D. Payment of each approved invoice will be made by Santa Cruz METRO within 30 days after receipt in accordance with the monthly retainer provided herein and subject to the maximum consideration set forth in Article 3.B. of this Agreement. All payments are made in arrears.
- E. Unless otherwise agreed, payment against invoice will be delivered by first class mail through the facilities of the U.S. Post Office, postage prepaid, addressed to the applicable party in the manner set forth in Article 6 of this Agreement. Payment against invoice is deemed to be made in Santa Cruz, California, whether or not payment is addressed to a different location or delivered in another manner.

4. SANTA CRUZ METRO REQUESTED CHANGES

Santa Cruz METRO may, by written order, authorize changes to the Scope of Services described in this Contract. If such changes cause an increase in the cost or time required for performance of the agreed-upon services, an equitable adjustment to the total compensation and/or to the Contract term will be made by a written amendment to this Contract.

5. CONSULTANT REQUESTED CHANGES

CONSULTANT will not be compensated for work outside the Scope of Services described in this Contract, unless, prior to the commencement of such services:

- A. CONSULTANT notifies Santa Cruz METRO in writing that it believes a change to the Scope of Services is necessary. Such notice will explain the circumstances giving rise to such belief and will set forth a proposed course of action, including a breakdown of any proposed adjustment in compensation resulting therefrom; and
- B. Santa Cruz METRO approves the additional services as being outside the Scope of Services and the amount of compensation; and
- C. The parties execute an amendment describing the additional service and compensation therefor.

6. NOTICES

All notices and other communications under this Contract must be in writing and will be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is to be given, or if made by electronic mail or telecopy directed to the party to whom notice is to be given at the email address provided or the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its email address, telecopy number, or its mailing address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

Attachment A

Santa Cruz METRO: Alex Clifford, CEO
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060
Phone: (831) 426-6080
Fax: (831) 469-3658
Email: aclifford@scmtd.com

CONSULTANT: Joshua W. Shaw, Partner
Shaw / Yoder / Antwih, Inc.
1415 L Street, Suite 1000
Sacramento, CA 95814
Phone: (916) 446-4656
Fax: (916) 446-4318
Email: josh@shawyoderantwih.com

7. CONTRACT DOCUMENTS

Each and every term, condition, and provision of the Contract Documents is incorporated herein by reference as though set forth in full. The Contract Documents consist of each and every one of the documents hereinafter enumerated, and any conflict or discrepancy between any of the documents will be resolved in accordance with the order of precedence hereinafter enumerated:

- FIRST: Santa Cruz METRO's "Request for Proposals" dated October 12, 2015. (Exhibit A)
- SECOND: Consultant's Proposal to Santa Cruz METRO for State Legislative Representation Services, signed by Consultant and dated November 12, 2015. (Exhibit B)

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibit A and Exhibit B.

8. INSURANCE REQUIREMENTS

CONSULTANT, at CONSULTANT's sole cost and expense and for the full term of this Contract or any renewal thereof, must obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefor under this Contract:

A. Workers' Compensation and Employers' Liability

A policy written in accordance with the laws of the State of California and providing coverage for any and all employees of CONSULTANT.

- 1) This policy must provide coverage for Workers' Compensation (Coverage A).
- 2) This policy must also provide coverage of \$1,000,000 Employers' Liability (Coverage B).

B. Professional Liability

A policy in an amount not less than \$1,000,000 per occurrence.

Attachment A

If this policy should contain a deductible clause, it will not be greater than \$100,000 per occurrence. If the deductible is greater than \$100,000, prior approval must be obtained from District Counsel.

C. Endorsements

The following endorsement is required to be made a part of the Workers' Compensation and Employers' Liability policy.

"Thirty (30) days' prior written notice of cancellation must be given to Santa Cruz METRO in the event of cancellation." Such notice must be sent to:

Santa Cruz METRO
Attn: Debbie Kinslow, Asst. Manager – Finance
110 Vernon Street
Santa Cruz, CA 95060

D. Proof of Coverage

Copies of all the required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE which must be provided by the CONSULTANT's insurance company as evidence of the stipulated coverages. This Proof of Insurance must then be mailed to:

Santa Cruz METRO
Attn: Erron Alvey, Manager – Purchasing
110 Vernon Street
Santa Cruz, CA 95060

E. Special Provisions

- 1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT, and any approvals of said insurance by Santa Cruz METRO or their insurance consultant(s) are not intended to and may not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.
- 2) Santa Cruz METRO reserves the right to withhold payments to CONSULTANT in the event of material noncompliance with the insurance requirements outlined above.

9. **AMBIGUITIES**

The parties have each carefully reviewed this Contract and have agreed to each term of this Contract. No ambiguity will be presumed to be construed against either party.

10. **ENTIRE AGREEMENT**

This Contract, including all exhibits and attachments, embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

Attachment A

11. 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.

12. 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.

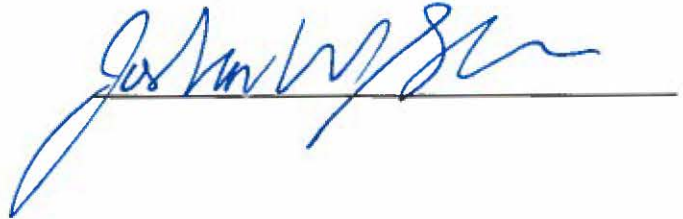
Executed as of the day first above stated.

Santa Cruz METRO:
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ALEX CLIFFORD, CEO/General Manager

CONSULTANT:
SHAW / YODER / ANTWIH, INC.

JOSHUA W. SHAW, Partner



Approved as to Content and Legal Form:

LESLYN K. SYREN, District Counsel



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DATE: December 11, 2015
TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager
SUBJECT: ONCE-A-MONTH BOARD MEETINGS AND BOARD COMMITTEES

I. RECOMMENDED ACTION

That the Board of Directors:

- A) Approve making permanent the change from twice-a-month regular Board meetings to once-a-month regular Board meetings; and,**
- B) The Board Members continue to protect the second Friday of every month on their calendar from 8:30am – noon for potential Special Board meetings, Ad Hoc Committee meetings and/or Board Standing Committee meetings, should Board Standing Committees be established at a future date; and,**
- C) In 2016, the Board investigate and consider establishing Standing Committees.**

II. SUMMARY

- On August 14, 2015, in response to a request from Director McPherson, the CEO requested the Board consider converting to once-a-month Board meetings.
- The adopted recommendation provided for the Board to reevaluate the effectiveness of the once-a-month Board meetings at the December 11, 2015 Board meeting.
- The CEO proposes that the once-a-month Board meetings have been effective and appear to be well received by both the Board members and the staff.
- The CEO proposes that the Board approve continuing once-a-month Board meetings indefinitely, or until changed by a future Board action.
- The CEO recommends that the Board Members continue to protect the second Friday of every month on their respective calendar(s) from 8:30am – noon for potential METRO Special Board meetings, Ad Hoc Committee meetings and/or Board Committee meetings, should Board Committees be established at a future date.
- Finally the CEO recommends that in 2016 the Board investigate and consider establishing Standing Committees.

III. DISCUSSION/BACKGROUND

At the March 27, 2015 Board meeting Director McPherson requested the CEO to study the concept of once-a-month Board meetings. At the August 14, 2015 Board meeting the Board approved the CEO's recommendation to convert to once-a-month Board meetings, effective with the September 25, 2015 Board meeting. Further, that the effectiveness of the new meeting frequency be reevaluated at the December 11, 2015 Board meeting.

To date, feedback from both the Board and the staff has been favorable. METRO staff has adjusted to the new frequency of meetings and there have not been any time sensitive action items that could have caused risk to the agency as a result of less frequent Board meetings. During this period of time no special Board meetings were required, as provided for in the August action, should a special meeting become necessary.

The Board should also consider placing a block on their respective calendar(s) for the second Friday of every month from 8:30am – noon for METRO business. This meeting slot could be protected for Special Board meetings or Ad Hoc Committee meetings. Additionally, at the recent Board Work Session, the Board members expressed an interest in exploring the concept of creating Board Standing Committees. If the Board establishes Standing Committees at a future date, those committees might meet on the second Friday of the month in which they are scheduled.

The CEO recommends that the Board continue to meet on the fourth Friday of every month, once-a-month, for regular Board meetings, and that sometime in early 2016 the Board further explore the possibility of establishing Standing Committees. This recommendation assumes that the Board will continue to go dark in July every year and that the November and December monthly Board meetings of each year will be scheduled on the second Friday of the month (when not in conflict with a national holiday) due to the traditional holiday conflicts with the fourth Friday in those months.

IV. FINANCIAL CONSIDERATIONS/IMPACT

As noted in the August 14, 2015 Board report, there may be nominal budget savings; but, the real value of once-a-month meetings is in the staff time savings that can be reinvested in other mission critical projects and tasks.

V. ALTERNATIVES CONSIDERED

- Revert back to two Board meetings a month, effective January 8, 2016

- Decline to investigate further the concept of establishing Standing Committees

VI. ATTACHMENTS

Attachment A: Proposed 2016 Board calendar

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

BOARD OF DIRECTORS MEETING SCHEDULE

2016

Meetings are scheduled for the 4th Friday of the month unless otherwise indicated.

 January 22, 2016	8:30am	Santa Cruz City Council Chambers, 809 Center St., Santa Cruz
 February 26, 2016	8:30am	Watsonville City Council Chambers, 275 Main St., Watsonville
 March 25, 2016	8:30am	Santa Cruz City Council Chambers, 809 Center St., Santa Cruz
 April 22, 2016	8:30am	Watsonville City Council Chambers, 275 Main St., Watsonville
 May 27, 2016	8:30am	Capitola City Council Chambers, 420 Capitola Ave., Capitola
 June 24, 2016	8:30am	Santa Cruz City Council Chambers, 809 Center St., Santa Cruz
<i>THERE ARE NO MEETINGS IN JULY</i>		
 August 26, 2016	8:30am	Scotts Valley City Council Chambers, 1 Civic Center Dr., Scotts Valley
 September 23, 2016	8:30am	Watsonville City Council Chambers, 275 Main St., Watsonville
 October 28, 2016	8:30am	Santa Cruz City Council Chambers, 809 Center St., Santa Cruz
 November 18, 2016	8:30am	Watsonville City Council Chambers, 275 Main St., Watsonville
 December 9, 2016	8:30am	Santa Cruz City Council Chambers, 809 Center St., Santa Cruz

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DATE: December 11, 2015
TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager
SUBJECT: REVISED METRO ADVISORY COMMITTEE (MAC) BYLAWS

I. RECOMMENDED ACTION

That the Board of Directors approve the revised MAC Bylaws

II. SUMMARY

- On August 14, 2015, in response to a request made by Director McPherson on June 26, 2015, the Board established an Ad Hoc Metro Advisory Committee (MAC) Bylaws Committee to review the MAC Bylaws and to develop revisions for Board consideration.
- The Ad Hoc MAC Bylaws Committee met four times between September 23, 2015 and November 30, 2015.
- The process included involvement of the MAC Chair at two of the four meetings and provided an opportunity for review and comment of the draft Bylaws by the MAC.
- Following the MAC review, the Ad Hoc Committee met one additional time to make further adjustments to the Bylaws based on written comments received from the MAC.
- The Ad Hoc MAC Bylaws Committee recommends approval of the revised MAC Bylaws. (Attachment B)

III. DISCUSSION/BACKGROUND

On June 26, 2015 Director McPherson asked the CEO to include in his upcoming Board report regarding Board meeting frequency, a recommendation relative to the frequency of METRO MAC meetings. On August 14, 2015 the Board approved a recommendation to establish a Board Ad Hoc MAC Bylaws Committee to work with the CEO and District Counsel to evaluate the MAC Bylaws and to develop revisions for Board consideration. The Ad Hoc MAC Bylaws Committee members were identified as Directors Hagen, Bustichi and McPherson. The Ad Hoc MAC Bylaws Committee met four times between September 23, 2015 and November 30, 2015.

The first meeting of the Ad Hoc Committee resulted in identifying an inclusive process and a goal to return to the Board with revised Bylaws in December. It was determined that the MAC Chair should be invited to at least two of the

planned meetings: once to provide comments on the current Bylaws and once to provide comments on the initial draft of the proposed revised Bylaws.

The Ad Hoc Committee met with the MAC Chair on October 15, 2015 and received numerous suggested MAC Bylaws revisions. The Ad Hoc MAC Bylaws Committee discussed the suggested revisions and then directed the CEO and District Counsel to work together to craft an initial draft of revised Bylaws for discussion at the next Ad Hoc MAC Bylaws Committee meeting. On November 16, 2015 the Ad Hoc MAC Bylaws Committee met to review and further edit the proposed revised MAC Bylaws. The MAC Chair was invited and participated in this meeting. On November 18, 2015 the MAC Chair presented the initial draft of the proposed Bylaws to the full MAC and, following that meeting, the MAC Chair communicated additional comments to the CEO. Those comments are reflected in Attachment A of this report. The Ad Hoc MAC Bylaws Committee then met one final time on November 30, 2015 to consider the MAC comments and to make some additional edits to the proposed Bylaws. The final version of the proposed MAC Bylaws can be found in Attachment B of this report.

The following represents many of the revisions to the MAC Bylaws:

- The addition of a MAC “Purpose” statement.
- Addition of language reflecting that the MAC shall follow either Robert’s Rules of Order or Sturgis, the Standard Code of Parliamentary Procedure
- Clarifications to the Limitations of Authority, including clarification on MAC presentations to the METRO Board and a twice a year (June & December) requirement that the MAC Chair or Vice Chair attend a METRO Board meeting and present a report on MAC activities.
- Reduction of the MAC membership from eleven members to seven members.
- Elimination of the prior requirement that each METRO Board member appoint one member to the MAC.
- A new MAC appointment process in which each year the METRO Board Chair establishes an Ad Hoc Committee that will meet when there is a MAC vacancy, review the list of Board MAC nominees and citizen self-initiated applications and recommend appointment(s) to the full Board.
- The establishment of a preferred list of seven areas of focus that the Ad Hoc MAC Bylaws Committee should consider when reviewing Board nominees and citizen applications.
- A new process for notifying METRO Board members of a MAC vacancy and providing Board members 30 days to consider nominating citizens for appointment consideration.
- Increasing appointment terms from two years to four years.

- Establishment of appointment terms such that half of the appointments expire in a particular year and the other half expire two years later.
- Changing the MAC frequency of meetings from not less than once a quarter to not more than once a quarter.
- Creating a process by which the MAC can convene additional “Special” meetings during the year to address emergent or time sensitive issues such as proposed service changes, fare increases or fiscal year budget review.
- Process clarifications concerning METRO support staff and the development of a MAC agenda.
- Clarifications concerning adding MAC Agenda items and the requirement to follow the Brown Act.
- A MAC agenda process that provides the CEO the opportunity to ensure the proposed discussion items are appropriate for MAC consideration and that staff support costs are judiciously managed.

The final area the Ad Hoc MAC Bylaws Committee considered related to how best to go from the current eight active appointments to the new proposed seven active appointments. In an abundance of respect and gratitude for the current appointments, the Ad Hoc MAC Bylaws Committee felt it best to engage an attrition approach. That is, when the next MAC member resigns or is termed-out, that seat will not be filled. Please note that of the current eleven MAC seats, only eight are filled.

Finally, the Ad Hoc MAC Bylaws Committee recommends that the current MAC members be provided new appointment ending terms based on their longevity with the MAC. Half the current members who have been appointed for the longest period of time will have terms expiring in two years (December 31, 2017) and the remaining half will have terms expiring in four years (December 31, 2019), as noted below.

- Pisano – 12/31/2019
- Taylor – 12/31/2019
- Martinez – 12/31/2019
- Saldana – 12/31/2019

- Gunther – 12/31/2017
- Peattie – 12/31/2017
- Elsea – 12/31/2017
- Keesaw – 12/31/2017

The Ad Hoc MAC Bylaws Committee also recommends that upon completion of the appointment term, MAC members can request to continue to serve an

additional term, and upon request, will be considered for reappointment in the Board Ad Hoc Committee appointment process.

The Ad Hoc MAC Bylaws Committee recommends approval of the revised MAC Bylaws. (Attachment B)

IV. FINANCIAL CONSIDERATIONS/IMPACT

There may be nominal budget savings but the real value of once a quarter MAC meetings is in the staff time savings that can be reinvested in other mission critical projects and tasks.

V. ALTERNATIVES CONSIDERED

- Decline to adopt the proposed revised Byelaws and keep the current Bylaws in place.
- Offer additional edits to be considered by the Board in January 2016.

VI. ATTACHMENTS

Attachment A: 11/18/15 Communication from the MAC to the CEO

Attachment B: Resolution: Adoption of Amended Bylaws for the Santa Cruz Metro Advisory Committee (MAC)

Exhibit A: MAC Bylaws

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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Attachment A

MAC Bylaws Revisions

Concerns and Clarifications Requested by the MAC

November 18, 2015

Hi Alex!

As discussed at the meeting of the Metro Board Ad Hoc bylaws committee on Monday November 16, I reviewed the proposed bylaws changes with the members of the MAC. There were a few major concerns and questions the committee asked me to bring to your attention. It is our hope that these issues will be addressed in the final version of the bylaws which is presented to the Metro Board on December 11, 2015.

***Ability of the MAC to function as an advisory committee

Concerns based on the following language:

Section 1.1.1 Purpose of MAC

"The purpose of the MAC is to provide a citizen forum (advisory committee) in which the METRO Board and CEO/General Manager can delegate topics for discussion and in which recommendations can be formulated and communicated to the METRO Board of Directors."

§2.1 Duties

"It shall be the duty of the MAC to provide recommendations to the Board of Directors on matters referred to the MAC by the Board or CEO/General Manager, and to perform such additional duties as assigned by the Board."

(Text removed from this section of current bylaws): The Committee may also address issues which members or the public raise with

respect to the quantity and quality of services provided by METRO.

Committee concerns: As I raised at the Ad Hoc meeting, the new language seems to say that this committee is no longer to bring items or concerns from members of the public to the board or CEO/General Manager. The committee is asking for clarification and specific language stating that we can present items from the public for possible agenda placement or in correspondence to the CEO/General Manager or to the Metro Board. The general interpretation of the proposed language changes is that the committee can only perform tasks and discuss items as instructed by the board, leaving no room for public input to the committee and not allowing the committee to function in its full capacity as an advisory body. At the Ad Hoc meeting it was stated that the intent was not to restrict us in this way. If this is the case, please clarify the language in the revised bylaws on this matter.

***Unnecessary Inflammatory Language.

Concerns based on the following language:

1.1.1 Purpose of the MAC

..." MAC members should be current frequent riders of the fixed-route, paratransit or commuter services provided by Santa Cruz METRO and should approach their review of topics from a regional thinker perspective and should be non-parochial, non-partisan and non-activist in their review of matters referred by the METRO Board of Directors or the CEO/General Manager."

Committee concerns: The committee found the use of the terms " non-parochial, non-partisan and non-activist" to be quite offensive. Given that applications are reviewed by the Ad Hoc

Attachment A

committee, there are surely plenty of opportunities to select candidates you want without using such inflammatory language in the bylaws, sowing the seeds of distrust before someone is even appointed to serve. You have no good way to define or test any individual's narrowness of thinking by looking at an application, and if you saw something suspicious, the board could simply not recommend any particular individual for appointment. Our suggestion here is as follows:

"MAC members should be current frequent riders of the fixed-route, paratransit or commuter services provided by Santa Cruz METRO."

***Question of bus service to and from meetings

Some members expressed concerns that if meetings only occur quarterly, they may go longer and wondered if there could be some assistance for those members whose bus service ends in the early evening.

***Final Draft of Bylaws Revisions

Since there are still some sections that need work before this document is presented to the board, (3.3, 5.9, setting up staggered terms) could a copy of the final draft be sent to current MAC members when the board packet goes out? Members want to understand the rules under which they will function and have the opportunity to easily learn of any changes before this document is presented to the Metro board of Directors on December 11.

Finally, committee members have asked that a bylaws update be included on the agenda for December 16, 2015. We have asked that a list of all of our term expiration dates be included in the packet for our next meeting. If the board has approved the bylaws, we will need to discuss future term lengths as well as to set the calendar of meetings for 2016.

Thank you for taking the time to consider our concerns and questions. We look forward to clarifications and improvements in future drafts of the revised bylaws. Please feel free to contact me if you have any questions.

Veronica Elsea, Chair
Metro Advisory Committee

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:

Approved by the Board of Directors: 9/26/03;
Revised for: 10/24/03; 12/19/03;
Amended/Adopted: 12/19/03;
Amended/Adopted: 7/23/04;
Amended/Adopted: 6/23/06;
Amended/Adopted: 4/27/07;
Amended/Adopted: 5/25/07;
Amended/Adopted: 12/16/11

ADOPTION OF AMENDED BYLAWS FOR THE SANTA CRUZ METRO ADVISORY COMMITTEE

WHEREAS, the METRO Advisory Committee (MAC) was created to advise the Santa Cruz Metropolitan Transit District's (METRO) Board of Directors on matters of policy and operations referred to MAC by the Board or the CEO/General Manager; and

WHEREAS, on September 26, 2003, the Board of Directors adopted Bylaws for MAC; and

WHEREAS, Santa Cruz METRO's Board of Directors has determined it is necessary to amend the existing Bylaws for MAC;

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 Bylaws for the METRO Advisory Committee, previously amended and adopted on December 16, 2011, are hereby rescinded.
2. The Bylaws for the METRO Advisory Committee attached and labeled "Exhibit A" is hereby adopted:
3. These Bylaws shall govern the proceedings of the MAC.

Attachment B

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on December 11, 2015, by the following vote:

AYES: DIRECTORS –

NOES: DIRECTORS –

ABSENT: DIRECTORS –

ABSTAIN: DIRECTORS –

DENE BUSTICHI
Board Chair

ATTEST:

ALEX CLIFFORD
CEO/General Manager

APPROVED AS TO FORM:

LESLYN K. SYREN
District Counsel

Attachment B

**EXHIBIT A, SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
RESOLUTION NO. _____**

**BYLAWS FOR THE SANTA CRUZ METRO ADVISORY
COMMITTEE (MAC)**

(Attached)

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Exhibit A

BYLAWS FOR THE SANTA CRUZ METRO ADVISORY COMMITTEE

Article I GENERAL PROVISIONS

§1.1 Purpose - Bylaws

These Bylaws shall govern the proceedings of the METRO Advisory Committee (MAC), an advisory committee established by the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO).

§1.1.1 Purpose – METRO Advisory Committee (MAC)

The MAC members serve at the pleasure of the Santa Cruz Metropolitan Transit District Board of Directors. The purpose of the MAC is to provide a citizen forum (advisory committee) in which the METRO Board and CEO/General Manager can delegate topics for discussion and in which recommendations can be formulated and communicated to the METRO Board of Directors. MAC members should be current frequent riders of the fixed-route, paratransit or commuter services provided by Santa Cruz METRO and should approach their review of topics from a regional thinker perspective in their review of matters referred by the METRO Board of Directors or the CEO/General Manager.

§1.2 Construction of Bylaws

As used in these Bylaws, “MAC” means the METRO Advisory Committee. These Bylaws shall govern the MAC’s proceedings to the extent they are not inconsistent with METRO Administrative Code or Regulations or California or Federal law. These Bylaws or amendments become effective upon approval by the METRO Board of Directors.

§1.2.1 Orderly Administration of MAC Meetings

The MAC shall follow Robert’s Rules of Order or Sturgis, the Standard Code of Parliamentary Procedure, as may be adopted by the current Chair of MAC.

§1.3 Definitions: As used in these Bylaws:

- a. “Chair” means the Chair of the MAC Committee.
- b. “Vice chair” means the Vice Chair of the MAC Committee.
- c. “Staff” means staff members that are assigned to support the MAC Committee by the METRO CEO/General Manager.

Exhibit A

Article II DUTIES AND AUTHORITY

§2.1 Duties

It shall be the duty of the MAC to provide recommendations to the Board of Directors on matters referred to the MAC by the Board or CEO/General Manager, and to perform such additional duties as assigned by the Board.

§2.2 Limitations on Authority

The sole jurisdiction and authority of the MAC is to serve in an advisory capacity to the Board of Directors. MAC shall not have any authority to take actions that bind METRO or the Board of Directors. With the approval of the CEO/General Manager, and subject to budget considerations, the MAC may design informational signs to be placed on the inside of buses and it may design and distribute an informational brochure to increase the public's knowledge of the operation and existence of the MAC. MAC members are not allowed to give direction to the administrative support personnel or any other METRO employee.

- a. Reports to the Santa Cruz METRO Board of Directors.

Communications by the MAC to the Board of Directors shall be through the CEO/General Manager. All such communications shall be provided to the Board of Directors and placed on the next available Board agenda as a consent item under the heading of "communications to the Board from the MAC."

At the request of the MAC Chair or Vice Chair, and upon concurrence of a majority of the MAC members, matters which the MAC intends to discuss with the Board of Directors may be placed on the Board of Director's agenda by the CEO/General Manager. MAC shall comply with all requirements for the inclusion of such items on the Board's agenda as are deemed appropriate by the CEO/General Manager.

The MAC Chair or Vice Chair shall provide the Board of Directors an oral report on MAC activities twice a year, once in June and once in December.

Article III MEMBERSHIP

§3.1 Membership

- a. Appointment to the MAC.

Exhibit A

The MAC shall be composed of no greater than 7 members appointed by the Board of Directors. All MAC members shall serve for a term of 4 years and will serve at the pleasure of the Board of Directors. Members wishing to resign from an appointment may submit such resignation to the CEO/General Manager.

The METRO Board of Directors shall nominate individuals to be considered for appointment as members of the MAC. Additionally, Santa Cruz County residents who have submitted an application directly to METRO shall be considered. Annually, the METRO Board Chair shall appoint an Ad Hoc Committee composed of four members of the Board and who shall meet as needed to review the list of Board nominees and other citizen applications and make appointment recommendations to the full Board. Appointments to the METRO Advisory Committee shall be made by the METRO Board of Directors.

b. Composition of Membership on MAC.

All members shall be residents of the County of Santa Cruz. When making its appointments, the Board shall strive to balance the membership to reflect the ethnic, gender, and geographic diversity of the County.

To the extent it is practical, representation on MAC will be regular riders of the system and will include representatives of the following consumer groups:

- i. At least one member from the Disability community.
- ii. At least one member from University of California, Santa Cruz, who is either a student or employee of the same.
- iii. At least one member who is a commuter using the Highway 17 service.
- iv. At least one member of the Disadvantaged Business Community.
- v. At least one member from Cabrillo College, who is either a student or an employee of the same.
- vi. At least one member who is a rider of Paratransit.

No member of the Board of Directors or elected public official shall be appointed to the Committee.

No employee of METRO or any agency that provides funding to, or contracts with, METRO shall be appointed to the Committee. However, individuals who are employed by the University of California, Santa Cruz in departments other than the Transportation and Parking Services (TAPS), or in the offices that directly supervise TAPS, shall be exempt from the financial/contracting prohibition for MAC members outlined in this section.

§3.2 Members' Terms

- a. The term of membership of each MAC member shall be four years, commencing with the date of appointment by the METRO Board of Directors and terminating

Exhibit A

on December 31st of the year in which the seat expires. Members may be considered by the Board Ad Hoc Committee for re-appointed for additional terms, as approved by the METRO Board of Directors.

- b. There are eight current MAC members as of the Board adoption date of the revised Bylaws (December 11, 2015). Eight members will continue to serve and a seven member MAC will be achieved over time through attrition.
- c. Those currently seated on the MAC shall initially be designated as terms expiring December 31, 2017 and December 31, 2019, based on the individual's current respective longevity with the MAC. The four members with the highest longevity will serve through 2017 and the remaining three members through 2019. Thereafter, four seats shall be vacated and filled at the end of 2021, 2025, 2029, etc., and the other three seats shall be vacated and filled at the end of 2023, 2027, 2031, etc.
- d. If a seat is vacated prior to the end of its designated term, the newly appointed MAC member shall fill the seat vacated through its designated termination date.

§3.3 Attendance at MAC meetings.

If a member accumulates no less than two consecutive absences from MAC Meetings, without a reasonable excuse, in any rolling twelve-month period, the position shall automatically be declared vacant. In the event of a known absence to an upcoming MAC Meeting, it is expected of the MAC Member(s) that they will contact the Santa Cruz Metropolitan Transit District Front Office Administration Staff by telephone as soon as the absence is known, but no later than 12:00PM (noon) on the day of the meeting, and that failure to make said contact will constitute an unexcused absence unless circumstances restrict such contact. The Board of Directors shall then be notified of the vacancy so the Ad Hoc Committee can then meet and recommend to the METRO Board a successor to be appointed to fill the remainder of the vacated MAC member's term.

§3.4 Compensation of MAC members

No individual member of the MAC shall be entitled to compensation from METRO, with the exception that Members of the Committee shall receive one (1) system-wide day passes for each meeting that they attend. Any request for reimbursement for travel or other expenses shall not be considered unless approved in advance by the CEO/General Manager.

§3.5 Vacancies

When a vacancy is created or a MAC member's term expires, the METRO Board shall be solicited for nominations. The METRO Board nomination period shall be open for thirty (30) days following the notification to METRO Board Members

Exhibit A

of the vacancy(s). The METRO Board shall be notified of the open nomination period via email correspondence. Following the conclusion of the thirty-day nomination period, the Ad Hoc Committee shall convene and review current MAC applications on file and current Board Member nominations. The Ad Hoc Committee shall then make new appointee recommendation(s) to the full METRO Board for consideration and approval to fill the expired seat, or the remainder of the vacated MAC member's term.

Article IV OFFICERS

§4.1 Chair and Vice Chair

The MAC shall elect from its membership a Chair and a Vice Chair at the end of the agenda for the last meeting of the calendar year, to serve for a one-year term. The Chair shall preside at all meetings of the MAC and represent the MAC before the METRO Board of Directors. The Vice Chair shall perform the duties of the Chair when the Chair is absent. In the event of a vacancy in the Chair's position, the Vice Chair shall succeed as Chair for the balance of the Chair's term and the MAC shall elect a successor to fill the vacancy in the Vice Chair's position. In the event of a vacancy in the Vice Chair's position, the MAC shall elect a successor from its membership to fill the Vice Chair's position for the remainder of the Vice Chair's term. The Chair shall be limited to a one-year term as Chair. If the Chair vacates the position prior to the end of his/her one-year appointment, the Vice Chair will be allowed to complete the vacated Chair's term and one full year following the end of the vacated Chair's term.

§4.2 Staff Support

The CEO/General Manager of METRO shall determine the proper staff support for MAC meetings, if any, and furnish administrative personnel to prepare and distribute the MAC's agendas, notices, minutes, correspondence and other materials. The METRO administrative personnel assigned to support the MAC shall maintain a record of all proceedings of the MAC as required by law and shall perform other support duties to the committee as assigned by the CEO/General Manager. The minutes of each meeting, when approved by the MAC shall be made available on the Santa Cruz METRO website on the MAC page. The METRO Board of Director are encouraged to review these minutes after each MAC meeting.

Article V MEETINGS

§5.1 Regular Meetings

Regular meetings of the MAC shall be held not more than once each calendar quarter (March, June, September & December), on the third Wednesday of the month that is selected for the meeting. Whenever a regular meeting falls on a holiday observed by METRO, the meeting shall be held on another day or canceled at the direction of the MAC. A rescheduled regular meeting shall be designated a regular meeting. With the approval of the CEO/General Manager, or at the direction of the METRO Board, the MAC may convene additional “Special” meetings during the calendar year to address time sensitive issues. e.g.: service changes, fare increases, Fiscal Year Budget review. All such “Special” meetings shall be posted in compliance with Article V, Section 5.3 and Article 6, Section 6.4 below.

At the MAC’s last meeting of the calendar year it shall establish a calendar of its regular meetings for the following year. MAC’s regular meeting schedule shall be posted on the METRO website once adopted by the MAC.

§5.2 3 Calling and Noticing of Meetings

All meetings shall be called, noticed and conducted in accordance with the applicable provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code). The CEO/General Manager and METRO Counsel shall be given notice of all meetings.

§5.3 4 Quorum; Vote

The presence of a majority of the appointed (4) members shall constitute a quorum for the transaction of business. However, when there are vacancies on the MAC the quorum shall be reduced to a majority of the number of Members appointed to the MAC with the provision that a quorum shall never be less than three (3) Members. All official acts of the MAC shall require the affirmative vote of the majority of members present, providing that a quorum is maintained at all times.

§5.4 5 Thirty Minute Rule

If a quorum has not been established within thirty minutes of the noticed starting time for the meeting, the Chair, or Vice Chair, shall declare the meeting cancelled.

§5.5 6 Matters Not Listed On the Agenda Requiring Committee Action

All items requiring MAC discussion and/or action are required to be posted on the Agenda and in compliance with Article V, Section 5.3 and Article 6, Section 6.4.

§5.6 7 Time Limits for Speakers

Each member of the public appearing at a MAC meeting shall be limited to three minutes in his or her presentation, unless the Chair, at his or her discretion, permits further remarks to be made. Any person addressing the MAC may submit written statements, petitions or other documents to complement his or her presentation. Public presentations that have been scheduled prior to the meeting with the MAC Chair shall not be subject to the time limits contained in this section.

§5.7 8 Impertinence; Disturbance of Meeting

Any person making personal, impertinent or indecorous remarks while addressing the MAC may, as the Chair's discretion, have their testimony immediately terminated and may, at the Chair's discretion, be barred from further appearance before the MAC at that meeting, unless permission to continue is granted by an affirmative majority vote of the MAC. The Chair may order any person removed from the MAC meeting who causes a disturbance or interferes with the conduct of the meeting, and the Chair may direct the meeting room cleared when deemed necessary to maintain order.

§5.8 9 Access to Public Records Distributed at Meetings

Writings which are public records and which are distributed during a MAC meeting shall be made available for public inspection at the meeting if prepared by the METRO staff or a member of the MAC, or after the meeting if prepared by some other person. In all instances, every effort shall be made to provide all writings in an accessible format. While some tables and graphs may not be able to be produced by METRO at this time in accessible format, upon request, such documents will be provided in larger print and/or on larger paper or contact the Administrative Office of METRO for assistance with documents.

Except as provided above, all public records requests for MAC records shall be made to Santa Cruz METRO pursuant to Santa Cruz METRO's policies and procedures for the same.

**Article VI
AGENDAS AND MEETING NOTICES**

§6.1 Agenda Format

The agenda shall specify the location, starting time and anticipated ending time of each meeting. Each matter to be considered by MAC shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The description shall be reasonably calculated to adequately inform the public of

Exhibit A

the subject matter of each agenda item. The agenda may include recommendations for MAC action as appropriate.

§6.2 Public Communications

Each agenda for a regular meeting shall provide an opportunity for members of the public to address the MAC on matters of interest to the public either before or during the MAC's consideration of the item, if it is listed on the agenda, or, if it is not listed on the agenda but is within the jurisdiction of the MAC, under the agenda item heading "Oral/Written Communications". The MAC shall not act upon an item that is not listed on the agenda. Each notice for a special meeting shall provide an opportunity for members of the public to directly address the MAC concerning any item that has been described in the notice for the meeting before or during consideration of that item.

§6.3 Agenda Preparation

The METRO administrative personnel assigned to the MAC shall prepare the agenda for each meeting. One week prior to the posting date of the MAC Agenda, the MAC Chair will work with the assigned METRO administrative personnel to create a draft MAC Agenda. Prior to finalizing the MAC Agenda, the MAC Chair, or Vice Chair, shall meet with the CEO/General Manager, either in person or by phone, to discuss the draft Agenda and to determine whether or not certain items should be included in the MAC Agenda. Since the CEO/General Manager is responsible for oversight of METRO personnel and budget, the CEO/General Manager will have the final approval on the contents of the MAC Agenda, as it relates to all items requiring METRO staff support and compliance with the MAC Bylaws.

§6.4 Agenda Posting and Delivery

The written agenda for each regular meeting and each meeting continued for more than five calendar days shall be posted by the METRO Staff at least 72 hours before the meeting is scheduled to begin. The written agenda for every special meeting shall be posted by the METRO Staff at least 24 hours before the special meeting is scheduled to begin. The agenda shall be posted in a location that is freely accessible to members of the public. The agenda together with supporting documents shall be transmitted to each MAC member, the CEO/General Manager and the METRO Counsel at least three days before each regular meeting and at least 24 hours before each special meeting.

Article VII MISCELLANEOUS

§7.1 Adoption and Amendment of Bylaws

Exhibit A

These Bylaws shall be effective upon approval by the METRO Board of Directors and may be revised and amended only by the METRO Board of Directors. The MAC shall have no authority to amend these Bylaws without approval by the Board of Directors

§7.2 MAC Process

The intent of the MAC is to provide consensus based advice and recommendations regarding all matters that have been referred to it by the METRO Board of Directors. However, when such consensus cannot be reached, the Chair of MAC shall present a report that includes the majority consequences and provides a summary of the comments made by those who have not voted with the majority. If no majority consensus is reached, then the report shall so state the same.

Approved by Board of Directors:

September 26, 2003
Revised for 10/24/03
Revised for 12/19/03
Amended/Adopted 12/19/03
Amended/ Adopted 7/23/04
Amended/Adopted 6/23/06
Amended/Adopted 4/27/07
Amended/Adopted 5/25/07
Amended/Adopted 12/16/11
Revised 12/11/15 – effective
01/01/16

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DATE: December 11, 2015
TO: Board of Directors
FROM: Dene Bustichi, Board Chair
**SUBJECT: AMENDMENT TO EXTEND TERM OF DISTRICT COUNSEL
EMPLOYMENT AGREEMENT**

I. RECOMMENDED ACTION

That the Board of Directors authorizes the Board Chair to execute an amendment to extend the term of the District Counsel's employment agreement an additional month.

II. SUMMARY

- The Board entered into an Employment Agreement with Leslyn K. Syren, Esq. as District Counsel for a three year term from December 17, 2012 to December 31, 2015.
- The Employment Agreement will expire at the end of this month, however, negotiations for a new second term agreement have not concluded.
- The Board is asked to approve a one month extension to the Agreement to allow for the completion of negotiations and the establishment of a second term employment agreement with Leslyn Syren.

III. DISCUSSION/BACKGROUND

Santa Cruz Metropolitan Transit District (METRO) has been fortunate to have the services of Leslyn Syren as District Counsel for the last three years. The Board has been meeting with Ms. Syren to come to terms on a new Employment Agreement. In order to continue these discussions and to negotiate the terms of a new agreement, it is necessary to extend the term of the current Employment Agreement one additional month to retain her legal services. All other terms of the agreement, including salary and benefits, shall remain as provided in the current Employment Agreement.

IV. FINANCIAL CONSIDERATIONS/IMPACT

Salary and benefits for the District Counsel are currently provided by the existing Legal operating budget. This action will have no budget impact.

V. ALTERNATIVES CONSIDERED

Allow the contract to expire at the end of the month. This alternative is not recommended as it would require that Ms. Syren be terminated as an employee of the District, an alternative which is not desired.

VI. ATTACHMENTS

Attachment A: Employment Agreement – District Counsel

Attachment B: Second Amendment to Employment Agreement

VII. APPROVALS:

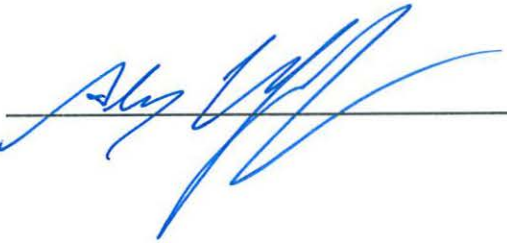
Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager

d/allow for AA

Alex Clifford, CEO/General Manager



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Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EMPLOYMENT AGREEMENT

This is an employment agreement made and entered into on December 7, 2012 by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "SC METRO") and Leslyn Syren (hereinafter referred to as "Employee").

WHEREAS, the Board of Directors of the SC METRO is authorized pursuant to the Santa Cruz Metropolitan Transit District Act of 1967, Sections 98114 and 98115 of the California Public Utilities Code to enter into contracts on behalf of the SC METRO and to appoint and fix the salary of the District Counsel:

WHEREAS, the Board of Directors of the SC METRO desires to employ the services of Leslyn Syren in the position of District Counsel; and

WHEREAS, Leslyn Syren will serve as an at will employee in the position of District Counsel; and

WHEREAS, Leslyn Syren desires to enter into an agreement to serve in the position of District Counsel for the period December 17, 2012 through December 31, 2015.

THEREFORE, in consideration of the terms and conditions of the Agreement the parties agree as follows:

SECTION 1 – DUTIES AND RESPONSIBILITIES

- A. SC METRO agrees to the employment of Employee as District Counsel and the Employee accepts such employment under the terms and conditions set forth in this Agreement.
- B. Employee shall have and agrees to perform in good faith the duties and responsibilities of District Counsel. As such, Employee shall have the responsibility for the proper administration of the SC METRO in accordance with State law and such ordinance, resolutions and policies as have been or may be established by the Board of Directors. Employee shall have the general supervision and management of the legal affairs of the SC METRO under the direction of the Board of Directors and shall perform such duties as outlined in the position description, a true copy of which is attached heretofore as Attachment A, the terms of which are incorporated by reference herein as though fully set forth, and shall perform such other duties and responsibilities as may be assigned from time to time by the Board of Directors. Employee's duties shall also include but not be limited to those set forth in Public Utilities Code Section 98000 et seq (as amended) and the SC METRO Bylaws (as amended).

SECTION 2 – CONDITIONS OF EMPLOYMENT

- A. Employee shall devote all of her professional energies, interests, and abilities to the performance of the duties and responsibilities of District Counsel and shall not engage in any additional professional activities without the permission of the Board of Directors.

SECTION 3 – TERM OF EMPLOYMENT

- A. Subject to the provisions for termination set forth below in Section 7 of this Agreement, the Employee's term of employment shall be for the period December 17, 2012 through December 31, 2015.

Attachment A

SECTION 4 – COMPENSATION

- A. As compensation for the services rendered to the SC METRO during the term of this Agreement, the Employee shall be compensated at the rates identified in the District Management Compensation Plan identified as Attachment B to this Agreement, the terms of which are incorporated by reference herein as though fully set forth. It is agreed that the Employee shall initially be placed at step three (3) of the salary range for District Counsel as identified in Attachment B and shall advance to the next step in the range every twelve (12) months thereafter. Any cost of living adjustments approved by the Board of Directors applying to the rates of compensation in the Management Compensation Plan shall be applied to rates identified for the position of District Counsel in the Plan. Compensation provided under this section shall be payable in accordance with the SC METRO's regular payroll procedures.

SECTION 5 – VACATION

- A. Commencing upon execution of this Agreement, the Employee shall accrue vacation at a rate equivalent to three (3) weeks per year. Accrual shall be in accordance with the SC METRO's regular payroll procedures and the District's Management Compensation Plan.

SECTION 6 – SICK LEAVE

- A. The Employee shall be provided sick leave benefits in accordance with the District's Management Compensation Plan identified in Attachment B of this Agreement.

SECTION 7 – TERMINATION/SUSPENSION

- A. This Agreement may be terminated:
- i. By mutual agreement and upon such terms and conditions as agreed to in writing by the Employee and the SC METRO.
 - ii. By adoption of a resolution approved by the affirmative vote of a majority of the Board of Directors for the removal, with or without cause, of the Employee as District Counsel. The Employee shall be provided notification of the meeting where the resolution is to be considered at least ten (10) working days prior to the meeting;
 - iii. By not successfully passing the Probationary period. Employee shall be subject to an initial Probationary period of twelve (12) months. Prior to the end of the initial Probationary period, the Board of Directors act to confirm Employee's successful completion of Probation or act to extend the Probationary period for one or more additional periods of time. During the initial Probationary period or any approved extension, if it is determined by the Board of Directors that the Employee is not performing at the standards set by the Board of Directors, the Employee may be removed pursuant to the procedure set forth in subsection 7(A)(ii).
 - iv. By the death or resignation of the Employee.
- B. The SC METRO may suspend the Employee with or without full pay and benefits by the adoption of a resolution setting forth the reasons for the suspension approved by the affirmative vote of a majority of the Board of Directors for the suspension of the Employee as District Counsel. The Employee shall be provided notification of the meeting where the resolution is to be considered at least ten (10) working days prior to the meeting.
- C. This Agreement shall not limit the rights of the parties to pursue remedies under California State Law should a breach of contract occur which is not able to be mutually resolved by the parties.

Attachment A

SECTION 8 – COMPENSATION AFTER TERMINATION

- A. If the Employee does not successfully complete the probationary period (first twelve [12] months of employment and any approved extensions), or elects to voluntarily terminate employment prior to completing the probationary period the SC METRO is under no obligation to compensate the Employee for any time left until the end of the term of the contract.
- B. If this Agreement is terminated under Section 7(A)(ii) by the adoption of a resolution and the grounds for the Employee termination are malfeasance, dishonesty, or moral turpitude on the part of the Employee, which shall result in a conviction, the SC METRO shall have no additional financial obligation to the Employee. If the grounds of the Employee's termination under Section 7(A)(ii) are other than those set forth in the preceding sentence, the SC METRO shall compensate the Employee, at the level of salary and benefits in effect at the time of termination, for the remaining period of this Agreement or for a maximum period of eighteen (18) months, whichever is the lesser, and shall compensate the Employee for all unused leave accruals provided in the District's Management Compensation Plan identified in Attachment B to this Agreement.
- C. If this Agreement is terminated under section 7(A)(iv) by the Employee's death the SC METRO shall compensate the Employee's beneficiary, identified in the life insurance policy provided by the SC METRO, for all unused leave accruals provided in the District's Management Compensation Plan identified in Attachment B to this Agreement.

SECTION 9 – OTHER CONDITIONS OF EMPLOYMENT

- A. Employee shall be entitled to and receive the benefits and conditions of employment which are available generally to other non-bargaining unit employees of the SC METRO except as expressly modified by this Agreement. The District Management Compensation Plan is outlined in Attachment B and incorporated into this Agreement by reference. Any modifications in the District's Management Compensation Plan adopted by the Board of Directors during the term of this Agreement shall be incorporated into this Agreement at the time of adoption.

SECTION 10 – EVALUATIONS

- A. The Board of Directors shall evaluate the performance of the Employee at least annually. More frequent evaluations may be conducted if the Board of Directors deems it necessary.

SECTION 11 – EXPENSES

- A. The SC METRO shall provide the Employee reasonable and necessary business equipment and supplies in order to carry out the performance of her duties and responsibilities as set forth in this Agreement, in accordance with the SC METRO's normal practice. Any unanticipated reasonable and necessary business expenses which the Employee incurs shall be reimbursed by SC METRO upon satisfactory proof of detailed expenses and invoiced for which reimbursement is claimed.

SECTION 12 – INDEMNIFICATION

- A. To the extent permitted under California State Law, the SC METRO shall indemnify and hold harmless the Employee from any claim or legal action arising out of the Employee's actions in carrying out the duties of the District Counsel, as long as the Employee is acting within the course and scope of her employment as defined herein.

Attachment A

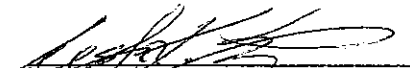
SECTION 13 – OTHER TERMS AND CONDITIONS


- A. Any notice to the District under this Agreement shall be furnished in writing by the Employee to the Chair of the Board, Santa Cruz Metropolitan Transit District, 110 Vernon Street, Santa Cruz, CA. 95060. Any notice to the Employee shall be furnished in writing by the SC METRO to her most recent home address as identified in her Employee Personnel file. All such notices must be sent by first class mail or delivered in person by messenger.
- B. This written instrument represents the entire Agreement between the parties and supersedes any prior agreements or understandings whether oral or written with the exception of those referenced in this Agreement.
- C. This Agreement cannot be changed or terminated orally and may be modified only by a written agreement executed by both parties.
- D. This Agreement is personal to the Employee and cannot be assigned to any other person by the Employee.
- E. This agreement shall be binding on the heirs, personal representatives, successors and assigns of the employee.
- F. This Agreement shall be interpreted, construed, and applied according to the laws of the State of California.
- G. The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provisions.
- H. The captions or headings of the paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.
- I. Time is of the essence.
- J. 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.

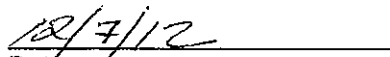
IN WITNESS WHEREOF, the undersigned have executed this Agreement on December 7, 2012.

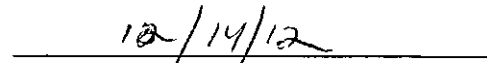
Employee:

Santa Cruz Metropolitan Transit District


Leslyn Syren


Lynn Robinson
Chair, Board of Directors


Date


Date

Attachment B

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to an employment agreement made and entered into on December 7, 2012 by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "SC METRO") and Leslyn Syren (hereinafter referred to as "Employee").

I. RECITALS

- 1.1 SC METRO and Employee entered into an Employment Agreement (Agreement) on December 7, 2012.
- 1.2 The Agreement allows for amendment upon mutual written consent.
- 1.3 SC METRO and Employee desire to amend the Agreement to increase the Compensation of Employee.

Therefore, SC METRO and Employee amend the Agreement as follows:

II. TERM OF EMPLOYMENT

- 2.1 The term of employment shall be extended an additional 30 days, to January 31, 2016.

3 REMAINING TERMS AND CONDITIONS

- 3.01 All other provisions of the Agreement that are not affected by this Amendment shall remain unchanged and in full force and effect for the remainder of the term of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment to the Agreement. Dated this __ day of December, 2015, at Santa Cruz, California.

Employee:

Santa Cruz Metropolitan Transit District

Leslyn Syren

Dene Bustichi
Chair, Board of Directors

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