



**AGENDA  
BOARD OF DIRECTORS  
REGULAR MEETING  
JANUARY 9, 2015 – 8:30 AM  
SANTA CRUZ METRO ADMIN 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](http://www.SCMTD.com) and is available for inspection at Santa Cruz Metro’s Administrative offices at 110 Vernon Street, Santa Cruz, California.

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

**BOARD ROSTER**

Director Hilary Bryant	City of Santa Cruz
Director Dene Bustichi, Chair	City of Scotts Valley
Director Karina Cervantez	City of Watsonville
Director Daniel Dodge	City of Watsonville
Director Zach Friend	County of Santa Cruz
Director Ron Graves	City of Capitola
Director Michelle Hinkle	County of Santa Cruz
Director Deborah Lane	County of Santa Cruz
Director John Leopold	County of Santa Cruz
Director Bruce McPherson	County of Santa Cruz
Director Lynn Robinson, Vice Chair	City of Santa Cruz
Ex-Officio Director Donna Blitzler	UC Santa Cruz

Alex Clifford, CEO/General Manager

Leslyn K. Syren, 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 SWEAR IN NEW DIRECTORS**

**2 CALL TO ORDER**

**3 ROLL CALL**

**4 ANNOUNCEMENTS**

**5 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.

**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, Security and Risk Administrator**

**8-02 NOTICE OF ACTIONS TAKEN IN CLOSED SESSION**

*Leslyn Syren, District Counsel*

**8-03 ACCEPT AND FILE PRELIMINARY APPROVED CHECKS JOURNAL DETAIL FOR THE MONTH OF SEPTEMBER 2014**

*Angela Aitken, Finance Manager*

**8-04 ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF DECEMBER 12, 2014**

*Alex Clifford, CEO/General Manager*

**8-05 CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS FOR PURCHASE OF HEAVY DUTY COACH BATTERIES**

*Ciro Aguirre, COO*

**8-06 CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE CEO TO SUBMIT AN APPLICATION AND SIGN NECESSARY AGREEMENTS TO OBTAIN PROPOSITION 1B FUNDING FROM THE FY15 CALIFORNIA TRANSIT SECURITY GRANT PROGRAM**

*Claire Fliesler, Grants/Legislative Analyst*

**8-07 CONSIDERATION OF AUTHORIZATION TO USE THE CALACT/MBTA PURCHASING COOPERATIVE CONTRACT FOR THE PURCHASE OF TWO (2) MINIVANS FOR THE PARACRUZ DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$93,517**

*Ciro Aguirre, COO*

**8-08 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A CONTRACT EXTENSION WITH DAY WIRELESS SYSTEMS FOR LAND MOBILE RADIO NETWORK UPGRADE THROUGH AUGUST 3, 2015**

*Ciro Aguirre, COO*

**8-09 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A NEW LEASE WITH JOSE VILLA DBA LA MANCHA**

*Leslyn Syren, District Counsel*

**8-10 CONSIDERATION OF AN ADD SERVICE REQUEST FOR GROUP 4 TO CONDUCT A DESIGN CHARRETTE FOR PACIFIC STATION RECOMMENDED ACTION**

*Tom Hiltner, Grants/Legislative Analyst*

**REGULAR AGENDA**

**9 ELECTION OF CHAIR, VICE CHAIR AND APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMITTEE (SCRTC) AND OTHER COMMITTEES**

*Alex Clifford, CEO/General Manager*

**10 MONTHLY BUDGET STATUS REPORT YEAR TO DATE AS OF SEPTEMBER 30, 2014**

[Angela Aitken, Finance Manager](#)

**11 CY15 STATE AND FEDERAL LEGISLATIVE AGENDA**

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

**12 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, JANUARY 23, 2015 AT 9:00 AM, SANTA CRUZ CITY COUNCIL CHAMBERS, 809 CENTER STREET, SANTA CRUZ**

[Chair Dene Bustichi](#)

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

[Leslyn Syren, District Counsel](#)

**14 ADJOURNMENT**

**SECTION II: CLOSED SESSION**

**15 CLOSED SESSION ITEMS**

[Leslyn Syren, District Counsel](#)

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](http://www.scmttd.com) subject to staff's ability to post the document before the meeting.



**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Liseth Guizar, Security and Risk Administrator  
**SUBJECT: RECOMMENDED ACTION ON TORT CLAIMS**

**I. RECOMMENDED ACTION**

**That the Board of Directors Reject the Attached Claim for the Month of December 2014**

**II. SUMMARY**

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

**III. DISCUSSION/BACKGROUND**

METRO's Risk Department received one claim in the month of December, 2014 for money or damages. All claims are investigated and evaluated. As a public entity, METRO must act "within 45 days after the claim has been presented" (Govt C §912.4(a)).

Staff has attached a recommendation with the claim.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

None.

**V. ALTERNATIVES CONSIDERED**

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

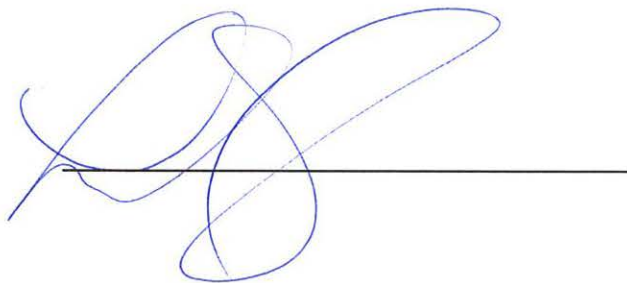
- Reject the claim entirely;
- Allow it in full;
- Allow it in part and reject the balance;
- Compromise it, if the liability or amount due is disputed (Govt C §912.4(a)); or
- Do nothing, and allow the claim to be denied by operation of law (Govt C §912.4(c))

**VI. ATTACHMENTS**

**Attachment A:** Claim of Escobar Lainez, Jose Lucas, #14-0019

**VII. APPROVALS:**

Liseth Guizar,  
Security and Risk Administrator



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



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -



# Attachment A

## GOVERNMENT TORT CLAIM

### RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Escobar Lainez, Jose Lucas Received: 12/4/2014 Claim #: 14-0019  
Date of Incident: 10/26/14 Occurrence Report No.: PC 10-14-04

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  
Security and Risk Administrator

Date: 12/15/14

---

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 January 9, 2015.

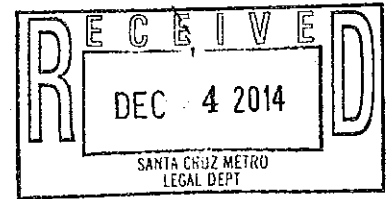
By \_\_\_\_\_

Executive Assistant to CEO

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

Attachment(s)

Attachment A



Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060

Reclamación Por Daños y Perjuicios

(En cumplimiento del Código de Gobierno Sección 911.2)

Reclamo # 220468 14-0019  
(Para ser completado por el personal de METRO)

Por Favor En Letra de Imprenta o a Máquina:

Nombre y Dirección / Caja Postal del Reclamante:

Nombre Legal del Reclamante: JOSE LUCAS ESCOBAR LAINEZ

Apellido Legal del Reclamante: ESCOBAR

Dirección a donde enviar \_\_\_\_\_

Teléfono (Casa): \_\_\_\_\_

Teléfono (Trabajo/Celular): \_\_\_\_\_

Sección 111 de la Ley de Ampliación de Medicare, Medicaid y SCHIP de 2007 (MMSEA), una nueva ley federal que entró en efecto el 1 de enero 2009, exige que el Santa Cruz Metropolitan Transit District relate información específica acerca de los beneficiarios de Medicare que tienen cobertura de seguro. Esta información es para ayudar a los Centros para Servicios de Medicare y Medicaid y otros planes de seguros para coordinar adecuadamente los pagos de los beneficios entre los planes a fin de que (sus) reclamos se paguen con prontitud y correctamente. Nosotros pedimos que responda las siguientes preguntas para que podamos cumplir con esta ley.

¿Esta usted actualmente o ha estado alguna vez, inscrito en Medicare Parte A o B? Si  o No

Si su respuesta es SI, por favor complete el siguiente formulario:

Número de Reclamo de Medicare: \_\_\_\_\_

Fecha de Nacimiento: \_\_\_\_\_

Número de Seguro Social: \_\_\_\_\_

Género: H  o M



Nombre del Reclamante: Lucas

**Reclamación Por Daños y Perjuicios**

La fecha, lugar, y otras circunstancias de la ocurrencia o transacción de donde proviene el reclamo:

Fecha del Incidente/Accidente: 10/26/14

Hora del Incidente/Accidente: 10.05. AM.     AM     PM

Sitio del Incidente/Accidente

Calle/Ciudad: 221 RAYMOND ST SANTA CRUZ CA  
95060

Una descripción general de deudas, obligaciones, lesiones, danos, o pérdidas, si se sabe al tiempo de la presentación del reclamo. Por favor indique cuáles son los hechos que rodearon la pérdida y use papel adicional si es necesario.

La pérdida que se iso son de \$2,500  
en el culado la luz del lado izquierdo  
el bonper. la puerta y los detalles  
en la pintura  
UNA BEN LEPEGO a mi TROCA ESTA  
CIONADA

Attachment A



Nombre del Reclamante: \_\_\_\_\_

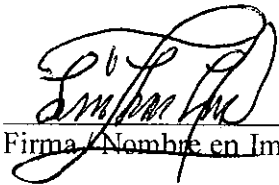
**Reclamación Por Daños y Perjuicios**

El nombre o nombres de empleados del METRO que causaron lesiones, danos, o pérdidas, si se sabe:

Si el reclamo total es menos de \$10,000, la cantidad reclamada a partir de la fecha de la presentación del reclamo: 10/22/2014

Si la cantidad es en exceso de \$10,000, este reclamo sería:  Menos de \$25,000 (Caso Civil Limitado)       Más de \$25,000

Reclamante:

  
Firma / Nombre en Imprenta

Fecha: 4/12/2014

Abogado o Representante:

\_\_\_\_\_  
Firma / Nombre en Imprenta

Fecha: \_\_\_\_\_



**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT: ACCEPT AND FILE PRELIMINARY APPROVED CHECKS JOURNAL  
DETAIL FOR THE MONTH OF SEPTEMBER 2014**

**I. RECOMMENDED ACTION**

**That the Board of Directors accept and file the preliminary approved checks journal detail for the month of September 2014.**

**II. SUMMARY**

- This staff report provides the Board with a preliminary approved check journal detail for the month of September 2014.
- Finance is submitting this check journal for Board acceptance and filing.

**III. DISCUSSION/BACKGROUND**

This preliminary approved check journal gives the Board the ability to see what vendors and how much we pay out on a monthly cash flow basis (Operating and Capital expenses).

All invoices submitted for the month of September have been processed, checks cut and signed by the Finance Manager.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

None.

The checks journal is a presentation of invoices paid in September 2014 for purposes of Board review, agency disclosure, accountability and transparency.

**V. ALTERNATIVES CONSIDERED**


N/A

**VI. ATTACHMENTS**

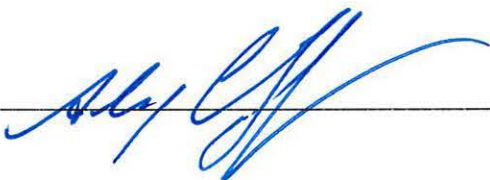
**Attachment A:** Checks Journal Detail for the Month of September 2014

**VII. APPROVALS:**

Approved as to fiscal impact:  
Angela Aitken, Finance Manager

  
\_\_\_\_\_

Alex Clifford, CEO/General Manager

  
\_\_\_\_\_

- THIS PAGE INTENTIONALLY LEFT BLANK -



# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50256	9/1/2014	\$ 1,555.00	1712	ABACHERLI FENCE COMPANY	60797	FENCE MMF	\$ 1,555.00	
50257	9/1/2014	937.44	382	AIRTEC SERVICE	60795	HI WATER TEMP ALARM	813.44	
50258	9/1/2014	59.96	E437	AITKEN, ANGELA	60796	HVAC VERNON	124.00	
50259	9/1/2014	2,749.81	192	ALWAYS UNDER PRESSURE	60721	MEETING REIMBURSEMENT	59.96	
50260	9/1/2014	212.45	294	ANDY'S AUTO SUPPLY	60794	PRESSURE WASHER WTC	2,749.81	
50261	9/1/2014	85.54	001G	AT&T	60785	INVENTORY PARTS	212.45	
50262	9/1/2014	8,750.00	1348	ATHENS INSURANCE SERVICE, INC	60732	8/7-9/6 REPEATERS	85.54	
50263	9/1/2014	574.09	2363	BATTERIES PLUS #314	60765	SEPT 14 TPA FEE	8,750.00	
50264	9/1/2014	500.00	11	BEWLEY'S CLEANING	60750	BATTERIES	574.09	
50264	9/2/2014	(500.00)	11	BEWLEY'S CLEANING	60740	AUG 14 CUSTODIAL SVC	500.00	VOIDED
50265	9/1/2014	180.00	2035	BOWMAN & WILLIAMS INC	60740	AUG 14 CUSTODIAL SVC	(500.00)	**VOID
50266	9/1/2014	696,730.83	502	CA PUBLIC EMPLOYEES'	60819	AC SERVER ROOM	180.00	
50267	9/1/2014	230.19	E312	CHENG, FRANK	60787	SEPT 14 MEDICAL INS	696,730.83	
50267	9/4/2014	(230.19)	E312	CHENG, FRANK	60734	TRAVEL REIMBURSEMENT	230.19	VOIDED
50268	9/1/2014	48.22	130	CITY OF WATSONVILLE UTILITIES	60734	TRAVEL REIMBURSEMENT	(230.19)	**VOID
50269	9/1/2014	23,849.55	1124	CLEAN ENERGY	60733	7/14-8/11 FIRESVC WT	48.22	
50270	9/1/2014	66.13	2063	COSTCO	60809	LNG 7/29/14	11,840.13	
50271	9/1/2014	62.10	2946	DAY WIRELESS SYSTEMS	60810	LNG 7/31/14	12,009.42	
50272	9/1/2014	3,194.25	432	EXPRESS SERVICES INC.	60405	CREDIT NOTE	(55.11)	
50273	9/1/2014	10,656.88	2295	FIRST ALARM	60406	OFFICE SUPPLIES	55.11	
50274	9/1/2014	5,958.00	2954	GCR TIRES & SERVICE	60773	OFFICE SUPPLIES	66.13	
					60743	LMR PROJECT ANTENNA	62.10	
					60730	TEMP W/E 8/10/14	1,080.00	
					60761	TEMP W/E 8/17/14	1,014.00	
					60821	TEMP W/E 8/17/14	1,100.25	
					60747	JUL 14 SECURITY OPS	10,656.88	
					60755	TIRES	313.46	
					60756	TIRES	1,007.46	
					60757	TIRES	1,126.19	
					60759	TIRES	1,007.46	
					60811	TIRES	563.10	
					60812	TIRES	318.75	
					60813	TIRES	495.39	

# Attachment A

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

DATE: 09/01/14 THRU 9/30/2014

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50275	9/1/2014	1,735.24	282	GRAINGER	60814	TIRES	1,126.19	
					60751	INVENTORY ITEM	1,539.90	
					60752	ANCHORS FOR SHELTERS	49.82	
					60782	EYE WASH DUST CAP	53.42	
					60790	PLUG	17.23	
					60791	PARTS FOR PROJECTOR	74.87	
50276	9/1/2014	164.60	3164	GREEN RUBBER-KENNEDY AG LP	60738	RUBBER GASKETS	140.44	
					60739	RUBBER GASKETS	24.16	
50277	9/1/2014	469.87	166	HOSE SHOP, THE INC	60722	REUS FITTINGS	45.74	
					60723	MISC HOSES	424.13	
50278	9/1/2014	6,066.53	878	KELLY SERVICES, INC.	60724	TEMP W/E 7/27-8/3	2,447.20	
					60741	TEMP W/E 8/10/14	512.32	
					60762	TEMP W/E 8/10/14	1,014.30	
					60769	TEMP W/E 8/10/14	1,288.00	
					60825	TEMP W/E 8/17/14	804.71	
50279	9/1/2014	1,286.32	39	KINKO'S INC.	60823	SUMMER YOUTH FLYERS	1,286.32	
50280	9/1/2014	375.59	3059	MAILFINANCE INC	60781	9/7-12/6 LEASE PC	218.49	
					60824	7/28-8/27 LEASE ADMII	157.10	
50281	9/1/2014	731.51	1145	MANAGED HEALTH NETWORK	60788	SEPT 14 EAP PREMIUM	731.51	
50282	9/1/2014	1,127.54	R379	MERCURY INSURANCE GROUP	60760	SC 04-14-20	1,127.54	
50283	9/1/2014	233.33	1052	MID VALLEY SUPPLY INC.	60798	CLEANING SUPPLIES	233.33	
50284	9/1/2014	241.37	41	MISSION UNIFORM	60816	UNIFORMS	241.37	
50285	9/1/2014	408.48	1454	MONTEREY BAY SYSTEMS	60768	7/1-9/30 SERVICES	408.48	
50286	9/1/2014	6,454.22	1063	NEW FLYER IND. CANADA ULC DBA	60748	INVENTORY ORDER	23.51	
					60749	INVENTORY ORDER	6,080.38	
					60792	AD FRAME	350.33	
50287	9/1/2014	619.83	4	NORTH BAY FORD LINC-MERCURY	60815	RPR VEH #602	619.83	
50288	9/1/2014	1,506.85	43	PALACE ART & OFFICE SUPPLY	60727	OFFICE SUPPLIES	274.37	
					60728	OFFICE SUPPLIES	(13.23)	
					60729	OFFICE SUPPLIES	184.88	
					60735	OFFICE SUPPLIES	114.18	
					60754	OFFICE SUPPLY	107.64	
					60763	OFFICE SUPPLIES	(25.71)	

# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					60775	OFFICE SUPPLIES	100.06	
					60776	OFFICE SUPPLIES	(72.66)	
					60779	OFFICE SUPPLIES	837.32	
50289	9/1/2014	8,598.63	3086	PAPE MACHINERY INC	60714	INVENTORY ORDER	4,627.65	
					60715	INVENTORY ORDER	4,134.11	
					60718	CREDIT	(108.75)	
					60719	CREDIT	(54.38)	
50290	9/1/2014	269.16	2927	PRAXAIR DISTRIBUTION, INC.	60817	WELDING SUPPLY	269.16	
50291	9/1/2014	108.75	19	RAYNE OF SANTA CRUZ, INC.	60808	SALT	108.75	
50292	9/1/2014	140.08	3024	RICOH USA, INC CA	60766	4/1-6/30 IMAGES ADMI	34.14	
					60767	6/19-7/18 IMAGES HR	105.94	
50293	9/1/2014	409.63	2094	RICON CORPORATION	60717	INVENTORY ORDER	409.63	
50294	9/1/2014	196.29	135	SANTA CRUZ AUTO PARTS, INC.	60753	INVENTORY PARTS	196.29	
50295	9/1/2014	8,102.82	79	SANTA CRUZ MUNICIPAL UTILITIE	60746	7/11-8/11 1217 RIVER	128.43	
					60799	7/11-8/11 VERNON IRR	63.52	
					60800	7/11-8/11 VERNON	162.53	
					60801	7/11-8/11 GOLF CLUB	1,068.47	
					60802	7/11-8/11 GOLF IRRIG	91.52	
					60803	7/11-8/11 1200 RIVER	2,559.41	
					60804	7/11-8/11 BUS STOPS	703.59	
					60805	7/11-8/11 920 PACIFI	2,751.27	
					60806	7/11-8/11 METRO ISL	99.83	
					60807	7/11-8/11 165 DUBOIS	474.25	
50296	9/1/2014	2,500.00	2267	SHAW / YODER / ANTWIH, INC.	60822	AUG 14 LEGISLATE SVC	2,500.00	
50297	9/1/2014	31.68	2199	TACONY CORPORATION	60716	CLEANER	31.68	
50298	9/1/2014	55,974.98	3044	TRC ENGINEERS, INC.	59909	4/26-5/23 MB ENG SVC	55,974.98	
50299	9/1/2014	548.15	3037	TYCO INTEGRATED SECURITY	60731	9/1-11/30 1200 RIVER	548.15	
50300	9/1/2014	367.65	3152	UNIFIRST CORPORATION	60742	MATS TOWELS MOOPS	25.68	
					60758	UNIFORMS MATS	276.20	
					60778	MATS	9.50	
					60783	UNIFORMS LINENS	27.96	
					60784	MATS	11.43	
					60786	UNIFORMS	16.88	

# Attachment A

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

DATE: 09/01/14 THRU 9/30/2014

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50301	9/1/2014	49.89	7	UNITED PARCEL SERVICE	60744	FREIGHT	49.89	
50302	9/1/2014	633.97	2829	VALLEY POWER SYSTEMS, INC.	60770	INVENTORY ITEMS	316.63	
					60774	INVENTORY ITEMS	32.04	
					60777	JOHN DEERE SOFTWARE	190.31	
					60818	INVENTORY ITEMS	94.99	
50303	9/1/2014	950.25	434	VERIZON WIRELESS	60745	7/13-8/12 WIFI BUSES	950.25	
50304	9/1/2014	11,072.20	1043	VISION SERVICE PLAN	60789	SEPT 14 VISION PLAN	11,072.20	
50305	9/1/2014	368.64	1165	VU, THANH DR. MD	60725	DMV EXAM	92.16	
					60726	DMV EXAM	92.16	
					60771	DMV EXAM	92.16	
					60772	DMV EXAM	92.16	
50306	9/1/2014	125.00	186	WILSON, GEORGE H., INC.	60737	BUS WASHER CLOG	125.00	
50307	9/1/2014	319.00	915	WORKIN.COM, INC.	60764	JOB PLACEMENT AD	319.00	
50308	9/1/2014	7,150.00	3057	ZOOM IMAGING SOLUTIONS, INC.	60820	TOSHIBA-ADMIN PARTIA	7,150.00	
50309	9/8/2014	482.76	2069	A TOOLSHED, INC.	60850	SVT RECLAIMED PROJEC	97.41	
					60906	EQUIPMENT RENTAL	320.45	
					60909	TOOLS FOR GATE RPR	64.90	
50310	9/8/2014	93.99	3151	ABC BUS INC	60897	INVENTORY ORDER	93.99	
50311	9/8/2014	231.00	382	AIRTEC SERVICE	60917	HVAC RPR PC	231.00	
50312	9/8/2014	208.25	294	ANDY'S AUTO SUPPLY	60865	INVENTORY ITEMS	65.42	
					60866	INVENTORY ITEMS	120.92	
					60873	INVENTORY ITEMS	21.91	
50313	9/8/2014	16.18	2689	B & B SMALL ENGINE CORP	60911	BAR OIL	16.18	
50314	9/8/2014	50,030.50	174	BARNEY & BARNEY LLC	60889	9/14-9/15 PROP INSUR	50,030.50	
50315	9/8/2014	500.00	478	BEE CLENE INC	60826	CARPET CLEANING PC	500.00	
50316	9/8/2014	150.00	8018	BUSTICHI, DENE	60881	AUG 14 BOD MEETINGS	150.00	
50317	9/8/2014	180.16	3170	CENTRAL COAST SIGN LANGUAGE	60854	SIGN LANGUAGE INTERP	180.16	
50318	9/8/2014	50.00	8033	CERVANTEZ, KARINA	60882	AUG 14 BOD MEETINGS	50.00	
50319	9/8/2014	988.49	130	CITY OF WATSONVILLE UTILITIES	60928	7/21-8/18 SEWER WTC	253.17	
					60929	7/21-8/18 WATER WTC	24.00	
					60930	AUG 14 WASTE WTC	711.32	
50320	9/8/2014	1,617.10	909	CLASSIC GRAPHICS	60898	RPR BUS #2204	1,617.10	
50321	9/8/2014	21,808.09	1124	CLEAN ENERGY	60860	LNG 8/2/14	11,218.60	

# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50322	9/8/2014	489.38	3102	CLEVER DEVICES LTD	60861	LNG 8/5/14	10,589.49	
50323	9/8/2014	16,121.53	3116	CUMMINS PACIFIC LLP	60823	INVENTORY ORDER	489.38	
					60859	RPR BUS #1210	615.60	
					60919	INVENTORY ORDER	106.49	
					60920	INVENTORY ORDER	594.62	
					60921	RPR BUS #2813	14,804.82	
50324	9/8/2014	100.00	8029	DODGE, DANIEL	60883	AUG 14 BOD MEETINGS	100.00	
50325	9/8/2014	100.78	7260	DREYER, ERIKO	60827	BOD MEETING REIMBURS	100.78	
50326	9/8/2014	2,112.00	432	EXPRESS SERVICES INC.	60879	TEMP W/E 8/24/14	1,161.00	
					60890	TEMP W/E 8/24/14	987.00	
					60891	CREDIT W/E 8/10/14	(86.00)	
50327	9/8/2014	44,074.29	2295	FIRST ALARM	60846	JUL14 SECURITY METRO	40,903.02	
					60847	JUL14 SECURITY HWEST	3,171.27	
50328	9/8/2014	6,818.46	2952	FLYERS ENERGY LLC	60856	8/1-8/15 FUEL	3,415.85	
					60899	7/15-7/31FUEL NONREV	3,402.61	
50329	9/8/2014	100.00	8032	FRIEND, ZACHARIAH	60884	AUG 14 BOD MEETINGS	100.00	
50330	9/8/2014	4,500.99	2954	GCR TIRES & SERVICE	60893	TIRES	895.14	
					60894	TIRES	427.19	
					60895	TIRES	306.93	
					60896	TIRES	990.78	
					60901	TIRES	191.67	
					60902	TIRES	1,689.28	
50331	9/8/2014	101.14	647	GENFARE A DIV OF SPX CORP	60922	TVM THERMAL PAPER	101.14	
50332	9/8/2014	456.98	117	GILLIG LLC	60848	INVENTORY ORDER	338.52	
					60871	INVENTORY ORDER	118.46	
50333	9/8/2014	283.35	282	GRAINGER	60857	MASTER CLOCK WIRED	283.35	
50334	9/8/2014	100.00	8023	GRAVES, RON	60885	AUG 14 BOD MEETINGS	100.00	
50335	9/8/2014	230.39	E530	GUIZAR, LISETH	60934	TRAVEL REIMBURSEMENT	230.39	
50336	9/8/2014	15,848.32	1745	HARTFORD LIFE AND ACCIDENT IN	60876	SEPT 14 LIFE AD&D	4,591.13	
					60877	SEPT 14 LTD COSTS	11,257.19	
50337	9/8/2014	35,000.00	8652	KATHRYN LICHTI AND HER	60931	CV178054	35,000.00	
50338	9/8/2014	699.42	36	KELLY-MOORE PAINT CO., INC.	60903	PAINT	468.61	
					60904	PAINT SUPPLIES	28.67	

# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50339	9/8/2014	3,240.00	3159	KEY HOUSING CONNECTIONS INC	60905	PAINT SUPPLIES	202.14	
50340	9/8/2014	1,879.10	1233	KIMBALL MIDWEST	60833	SEPT 14 TEMP HOUSING	3,240.00	
50341	9/8/2014	1,723.12	39	KINKO'S INC.	60927	NON INV HARDWARE	1,879.10	
					60914	LARGE HEADWAYS	1,156.46	
					60915	FALL 2014 POSTERS	566.66	
50342	9/8/2014	260.00	2990	KISMET	60852	FIRST AID CERTIFICAT	260.00	
50343	9/8/2014	209.94	40	LENZ ARTS, INC.	60837	FRAMES	209.94	
50344	9/8/2014	100.00	8026	LEOPOLD, JOHN	60886	AUG 14 BOD MEETINGS	100.00	
50345	9/8/2014	1,983.91	511	LUMINATOR HOLDING LP	60924	TWINVISION CTRL PANE	1,983.91	
50346	9/8/2014	100.00	8031	MCPHERSON, BRUCE	60887	AUG 14 BOD MEETINGS	100.00	
50347	9/8/2014	256.93	1342	MCW ASSOCIATES, INC.	60838	JUL 14 SERVICES	256.93	
50348	9/8/2014	1,244.31	1052	MID VALLEY SUPPLY INC.	60912	CLEANING SUPPLY	1,244.31	
50349	9/8/2014	243.64	41	MISSION UNIFORM	60685	UNIFORMS	13.51	
					60688	UNIFORMS	54.68	
					60720	GLOVES	25.00	
					60736	UNIFORMS	63.08	
					60780	UNIFORMS	19.18	
					60793	UNIFORMS	54.68	
					60913	UNIFORMS	13.51	
50350	9/8/2014	413.36	3061	NEOFUNDS BY NEOPOST DBA	60933	POSTAGE	413.36	
50351	9/8/2014	5,280.76	1063	NEW FLYER IND. CANADA ULC DBA	60830	RPR BUS #1210	37.09	
					60831	INVENTORY PARTS	160.89	
					60843	INVENTORY PARTS	200.99	
					60845	INVENTORY PARTS	51.49	
					60869	INVENTORY ORDER	3,987.46	
					60870	INVENTORY ORDER	842.84	
50352	9/8/2014	338.05	4	NORTH BAY FORD LINC-MERCURY	60855	INVENTORY PARTS	292.13	
					60858	CABLE VEH #2603 PC	45.92	
50353	9/8/2014	774.26	3166	NORTHWEST PUMP & EQUIPMENT CO	60907	INVENTORY	774.26	
50354	9/8/2014	1,518.16	3115	OFFICE TEAM	60925	TEMP W/E 8/22/14	867.52	
					60926	TEMP W/E 8/8/14	650.64	
50355	9/8/2014	2,947.75	23	PACIFIC TRUCK PARTS, INC.	60844	DRIVE SHAFT	2,947.75	
50356	9/8/2014	61.41	43	PALACE ART & OFFICE SUPPLY	60867	OFFICE SUPPLIES	61.41	

# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50357	9/8/2014	858.00	2947	PEDALERS EXPRESS	60932	JUL 14 COURIER SVC	858.00	
50358	9/8/2014	135.20	1240	PHOENIX INDUSTRIES INC	60828	HAND SCRUB	135.20	
50359	9/8/2014	2,854.55	187	POLAR RADIATOR SERVICE INC	60842	RADIATOR	2,854.55	
50360	9/8/2014	128.71	527	RECARO NORTH AMERICA, INC.	60829	RPR BUS #2404	128.71	
50361	9/8/2014	322.47	61	REGISTER PAJARONIAN LLC	60880	PUBLIC NOTICE	322.47	
50362	9/8/2014	169.24	3024	RICOH USA, INC CA	60836	7/19-8/18 IMAGES HR	169.24	
50363	9/8/2014	598.21	215	RICOH USA, INC. TX	60892	5/14-8/17 LEASE COPY	598.21	
50364	9/8/2014	150.00	8022	ROBINSON, LYNN MARIE	60888	AUG 14 BOD MEETINGS	150.00	
50365	9/8/2014	195.92	18	SALINAS VALLEY FORD SALES INC	60868	INVENTORY ITEMS	195.92	
50366	9/8/2014	173.93	135	SANTA CRUZ AUTO PARTS, INC.	60862	RPR VEH #713	120.35	
					60864	RPR VEH #713	137.22	
					60900	CREDIT NOTE	(83.64)	
50367	9/8/2014	259.50	79	SANTA CRUZ MUNICIPAL UTILITIE	60916	7/18-8/18 WATER PC	259.50	
50368	9/8/2014	21.62	973	SANTA CRUZ NISSAN DODGE VOLKS	60863	RPR VEH #1125 PC	21.62	
50369	9/8/2014	10,782.12	977	SANTA CRUZ TRANSPORTATION, LL	60853	JUL 14 SERVICES	10,782.12	
50370	9/8/2014	150.00	3172	SHAW VALENZA LLP	60835	TRAINING AB1825 COMP	150.00	
50371	9/8/2014	36.98	104	STATE STEEL COMPANY	60910	HARDWARE GATE RPR	36.98	
50372	9/8/2014	114.07	1040	TERRYBERRY CO., LLC	60878	LONGEVITY AWARD	114.07	
50373	9/8/2014	60.90	2675	THOMSON REUTERS BARCLAYS WEST	60834	6/5-7/4 SERVICES	60.90	
50374	9/8/2014	11.94	3152	UNIFIRST CORPORATION	60851	MATS TOWELS	11.94	
50375	9/8/2014	55.61	7	UNITED PARCEL SERVICE	60832	FREIGHT	55.61	
50376	9/8/2014	29.37	946	UNITED SITE SERVICES OF CA IN	60875	8/13-9/9 FENCE RENT	29.37	
50377	9/8/2014	3,845.42	1353	VISION COMMUNICATIONS	60872	RADIO 1403,1404,1405	2,090.92	
					60918	AUG 14 SERVICES	1,754.50	
50378	9/8/2014	75.00	1165	VU, THANH DR. MD	60874	DMV EXAM	75.00	
50379	9/8/2014	3,080.14	2674	WESTERN HIGHWAY PRODUCTS, INC	60908	HARDWARE	3,080.14	
50380	9/8/2014	252.00	2291	WINCHESTER AUTO	60841	HALOGEN LAMPS	252.00	
50381	M09/08/14	54.90	4348	VERIZON CALIFORNIA	60935	8/16-9/15 LMR PROJ	54.90	MANUAL
50382	M09/09/14	306.97	1124	CLEAN ENERGY	60986	SBF PARTS	306.97	MANUAL
50383	9/15/2014	50.55	294	ANDY'S AUTO SUPPLY	60980	CREDIT NOTE	(43.90)	
					61043	INVENTORY ORDER	44.62	

# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50384	9/15/2014	5,360.70	001D	AT&T	61069	INVENTORY ITEMS	49.83	
					60936	7/19-8/19 CALNET2	4,902.03	
					60976	7/19-8/18 CEMENT PLA	178.97	
					60977	7/19-8/18 SKYLINE	279.70	
50385	9/15/2014	954.71	3105	AT&T MOBILITY	60979	7/24-8/23 WIFI BUSES	954.71	
50386	9/15/2014	5,175.01	2035	BOWMAN & WILLIAMS INC	60967	JUN 14 ENG SVC GOLF	5,175.01	
50387	9/15/2014	194.57	E312	CHENG, FRANK	61064	TRAVEL REIMBURSEMENT	117.92	
					61066	MEETING REIMBURSEMENT	76.65	
50388	9/15/2014	55,165.71	1124	CLEAN ENERGY	61007	LNG 8/8/14	11,251.35	
					61027	LNG 8/19/14	10,290.15	
					61038	LNG 8/12/14	11,627.86	
					61039	LNG 8/16/14	10,836.21	
					61040	LNG 8/14/14	11,160.14	
50389	9/15/2014	5,692.11	3116	CUMMINS PACIFIC LLP	60941	INVENTORY ORDER	292.09	
					60956	INVENTORY ORDER	1,702.27	
					60957	INVENTORY ORDER	40.23	
					60959	INVENTORY ORDER	1,826.32	
					60981	TOWING BUS #1211	600.00	
					61013	RPR BUS #1005	615.60	
					61015	RPR BUS #1001	615.60	
50390	9/15/2014	360.00	798	D&D COMPRESSOR, INC	60964	RPR AIR DRYER	360.00	
50391	9/15/2014	2,926.73	480	DIESEL MARINE ELECTRIC, INC.	60953	INVENTORY ORDER	2,926.73	
50392	9/15/2014	42.27	372	FEDERAL EXPRESS	60989	FREIGHT	42.27	
50393	9/15/2014	10,839.94	2952	FLYERS ENERGY LLC	60996	8/1-8/15 FUEL PC	10,839.94	
50394	9/15/2014	10,814.04	2954	GCR TIRES & SERVICE	60942	TIRES	858.01	
					60943	TIRES	1,490.99	
					60997	TIRES	1,342.70	
					60998	TIRES	1,126.19	
					61018	TIRES	1,880.24	
					61019	TIRES	1,199.12	
					61029	TIRES	1,007.46	
					61030	TIRES	1,461.76	
					61031	TIRES	447.57	



# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50395	9/15/2014	257.87	117	GILLIG LLC	61046	INVENTORY ORDER	257.87	
50396	9/15/2014	113.75	3096	GOODWILL INDUSTRIES OF SILICO	60940	SHREDDING	16.25	
50397	9/15/2014	2,548.54	282	GRAINGER	61047	AUG 14 SHREDDING	97.50	
					60975	SAFETY/CLEAN SUPPLIE	241.39	
					61001	GLOVES, BATTERIES	1,565.88	
					61032	LAMP/PHOTOCONTROL	276.60	
					61033	BOWL KIT	108.75	
					61044	KNIT GLOVES	331.99	
					61045	BATTERIES	23.93	
50398	9/15/2014	94.59	E378	GRANADOS-BOYCE, MARIA	61072	FAIR SUPPLIES REIMB	94.59	
50399	9/15/2014	3,465.53	3106	GROUP 4 ARCHITECTURE, RESEARC	61061	7/18 REIMB EXP PACIF	345.29	
					61062	4/12-7/18 PACSTATION	3,120.24	
50400	9/15/2014	5,485.00	3109	HANSON BRIDGETT LP	61052	JUL 14 SERVICES	5,233.00	
					61063	SVCS THRU 7/31/14	252.00	
50401	9/15/2014	303.54	166	HOSE SHOP, THE INC	61025	NON INVENTORY HOSES	25.02	
					61026	NON INVENTORY HOSES	278.52	
50402	9/15/2014	1,877.13	2979	HUNT & SONS, INC.	60973	COOLANT	1,877.13	
50403	9/15/2014	5,589.92	878	KELLY SERVICES, INC.	60987	TEMP W/E 8/17/14	1,014.30	
					60988	TEMP W/E 8/24/14	985.32	
					61053	TEMP W/E 8/24/14	1,803.20	
					61057	TEMP W/E 8/31/14	1,014.30	
					61058	TEMP W/E 8/31/14	772.80	
50404	9/15/2014	2,335.32	1233	KIMBALL MIDWEST	60952	NON INV PARTS	2,335.32	
50405	9/15/2014	75.00	E960	LARSEN, PAUL	60992	DMV REIMBURSEMENT	75.00	
50406	9/15/2014	1,328.00	852	LAW OFFICES OF MARIE F. SANG	61020	CL# 2010226708	512.00	
					61021	CL# 2010223492	144.00	
					61022	CL# 1999103213	352.00	
					61023	CL2005105939/2007164	256.00	
					61024	CL2009210149/2009218	64.00	
50407	9/15/2014	133,124.54	3058	LEWIS C NELSON AND SONS INC	61056	CONST MBTHRU 7/25/14	133,124.54	
50408	9/15/2014	50.00	880	LEXISNEXIS INC	61051	AUG 14 SERVICES	50.00	
50409	9/15/2014	888.96	511	LUMINATOR HOLDING LP	60958	POWER SUPPLY	888.96	
50410	9/15/2014	25,531.33	3017	MANSFIELD OIL CO OF GAINSVILL	60960	DIESEL 8/20/14	25,531.33	

# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50411	9/15/2014	256.96	1342	MCW ASSOCIATES, INC.	60950	AUG 14 SERVICES	256.96	
50412	9/15/2014	412.16	1052	MID VALLEY SUPPLY INC.	60963	JANITORIAL SUPPLIES	412.16	
50413	9/15/2014	7,773.00	1063	NEW FLYER IND. CANADA ULC DBA	60955	INVENTORY ORDER	881.72	
					60970	INVENTORY ORDER	349.78	
					60971	INVENTORY ORDER	57.47	
					60972	INVENTORY PARTS	4,182.07	
					61028	INVENTORY ORDER	2,301.96	
50414	9/15/2014	1,362.66	4	NORTH BAY FORD LINC-MERCURY	60974	RPR VEH #707 AIRBAG	395.42	
					60993	RPR VEH #709	636.30	
					61008	RPR VEH #1105 PC	100.00	
					61011	RPR VEH #1109 PC	230.94	
50415	9/15/2014	1,084.40	3115	OFFICE TEAM	61070	TEMP W/E 8/15/14	1,084.40	
50416	9/15/2014	21,427.74	9	PACIFIC GAS & ELECTRIC	60966	7/25-8/25 1200 RIVER	2,207.78	
					60982	7/25-8/25 GOLF CLUB	5,748.48	
					60983	7/25-8/25 VERNON	7,075.74	
					60984	7/26-8/26 1200 RIVER	30.26	
					61054	7/26-8/26 1217 RIVER	35.95	
					61055	7/26-8/26 1217 RIVER	184.19	
					61059	7/25-8/25 DUBOIS	2,815.19	
					61060	7/31-8/28 PACIFIC	3,330.15	
50417	9/15/2014	763.46	43	PALACE ART & OFFICE SUPPLY	60951	OFFICE SUPPLIES	31.90	
					60999	OFFICE SUPPLIES	80.26	
					61000	OFFICE SUPPLIES	651.30	
50418	9/15/2014	1,646.82	50	PITNEY BOWES INC.	60968	10/1-12/31 POST RENT	146.82	
					60969	PREPAID POSTAGE	1,500.00	
50419	9/15/2014	41,933.00	2939	PREFERRED BENEFIT	61065	SEPT 14 DENTAL	41,933.00	
50420	9/15/2014	325.65	3020	QUEST DIAGNOSTIC INC.	60949	DOT DRUG TESTS	325.65	
50421	9/15/2014	9.17	536	RIVERSIDE LIGHTING & ELECTRIC	60978	FUSES	9.17	
50422	9/15/2014	68.00	TZ65	RODRIGUEZ, ANGEL	60991	17 TICKETS @ \$4/EA	68.00	
50423	9/15/2014	143.49	18	SALINAS VALLEY FORD SALES INC	61009	INVENTORY ORDER	99.53	
					61010	INVENTORY ORDER	43.96	
50424	9/15/2014	272.21	135	SANTA CRUZ AUTO PARTS, INC.	61002	RPR VEH #2402 PC	3.45	
					61003	TIRE BASE	19.41	

# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					61006	INVENTORY PARTS	108.20	
					61016	WIPER BLADE	21.73	
					61017	HEARING PROTECTORS	27.38	
					61041	SIDE TERMINAL	5.21	
					61042	INVENTORY PARTS	86.83	
50425	9/15/2014	498.30	149	SANTA CRUZ SENTINEL	61071	LEGAL AD	498.30	
50426	9/15/2014	1,934.22	681	SCOTT'S BODY SHOP CORP	61012	RPR VEH #1124 PC	1,934.22	
50427	9/15/2014	209.38	2459	SCOTT'S VALLEY WATER DISTRICT	60985	6/4-8/5 WATER SVTC	209.38	
50428	9/15/2014	25,500.72	3160	STANGE, MICHAEL	60961	8/2-9/1 MILEAGE	1,350.72	
					60962	AUG 14 TEMP FLEET MG	24,150.00	
50429	9/15/2014	1,917.97	1800	THERMO KING OF SALINAS, INC	61068	INVENTORY ITEMS	1,917.97	
50430	9/15/2014	434.99	170	TOWNSEND'S AUTO PARTS	61014	INVENTORY PAINT	434.99	
50431	9/15/2014	5,931.96	57	U.S. BANK	61048	*****-5056	3,779.70	
					61049	*****-4048	1,842.16	
					61050	*****-6490	310.10	
50432	9/15/2014	92.3.92	3152	UNIFIRST CORPORATION	60939	MAT AND TOWELS	6.99	
					60994	TOWELS 1200B RIVER	69.01	
					60995	UNIFORMS 138 GOLF	477.45	
					61004	UNIFORMS	271.20	
					61005	UNIFORMS LINENS	58.00	
					61034	UNIFORMS	22.96	
					61035	UNIFORMS	6.43	
					61036	UNIFORMS	11.88	
50433	9/15/2014	29.28	7	UNITED PARCEL SERVICE	60954	FREIGHT	29.28	
50434	9/15/2014	241.70	2829	VALLEY POWER SYSTEMS, INC.	61037	INVENTORY ORDER	241.70	
50435	9/15/2014	525.00	1165	VU, THANH DR. MD	60937	DMV EXAM	75.00	
					60938	DMV EXAM	75.00	
					60944	DMV EXAM	75.00	
					60945	DMV EXAM	75.00	
					60946	DMV EXAM	75.00	
					60947	DMV EXAM	75.00	
					60948	DMV EXAM	75.00	
50436	9/15/2014	72.67	E526	WARNOCK, APRIL	60990	REIMBURSEMENT	72.67	

# Attachment A

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

DATE: 09/01/14 THRU 9/30/2014

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50437	9/15/2014	70.00	682	WEISS, AMY L.	61067	BOD MEETING 8/22/14	70.00	
50438	09/16/14	7,084.29	3057	ZOOM IMAGING SOLUTIONS, INC.	61073	TOSHIBA COPIER ADMIN	7,084.29	MANUAL
50439	9/22/2014	128.79	2069	A TOOL SHED, INC.	61122	SCM LIGHTS	128.79	
50440	9/22/2014	2,889.09	382	AIRTEC SERVICE	61125	AUG 14 HVAC MANT	2,889.09	
50441	9/22/2014	7,500.00	1114	ALLIANT INSURANCE SERVICES IN	61140	FY15 BROKER FEE W/C	7,500.00	
50442	9/22/2014	525.00	1128	ALWAYS TOWING & RECOVERY, INC	61113	TOWING BUS #2803	525.00	
50443	9/22/2014	3,908.09	192	ALWAYS UNDER PRESSURE	61165	RPR PARTS	953.82	
					61166	RPR TO PRESSURE WASH	1,526.07	
					61167	RPR STEAM CLEAN WTC	487.21	
					61168	RPR PRESSURE WASHER	940.99	
50444	9/22/2014	307.91	001G	AT&T	61156	9/5-10/4 REPEATERS	307.91	
50445	9/22/2014	232.72	E271	BAUER, FRANK	61075	TRAVEL REIMBURSEMENT	232.72	
50446	9/22/2014	2,310.00	3161	BIGGS CARDOSO ASSOCIATES INC	61164	7/1-8/25 ENG SVC	2,310.00	
50447	9/22/2014	51.67	1112	BRINKS AWARDS & SIGNS	61176	TITLE PLATE	51.67	
50448	9/22/2014	6,508.10	1844	BRINKS INCORPORATED	61096	AUG 1200B SERVICE	4,119.94	
					61097	AUG 1200B SERVICE	2,388.16	
50449	9/22/2014	14,500.00	616	BROWN ARMSTRONG	61091	FY14 AUDIT	14,500.00	
50450	9/22/2014	263.64	2189	BUS & EQUIPMENT	61117	SEAT BELT EXTENDERS	263.64	VOIDED
50450	9/22/2014	(263.64)	2189	BUS & EQUIPMENT	61117	SEAT BELT EXTENDERS	(263.64)	**VOID
50451	9/22/2014	5,000.00	1324	CAPITALEGE ADVOCACY, INC.	61102	SEPT14 LEGISLATE SVC	5,000.00	
50452	9/22/2014	1,839.41	3081	CAPITOLA MALL LLC	61099	OCT 14 RENT	1,839.41	
50453	9/22/2014	239.47	2034	CARLON'S FIRE EXTINGUISHER	61077	BETTY'S NOODLE SVC	239.47	
50454	9/22/2014	1,100.00	1099	CERT'S LLC	61121	CRANE INSPECTION	1,100.00	
50455	9/22/2014	33.58	1346	CITY OF SANTA CRUZ-FINANCE	61087	LANDFILL	33.58	
50456	9/22/2014	2,163.41	909	CLASSIC GRAPHICS	61173	RPR VEH #2402 PC	972.23	
					61174	RPR VEH #2402 PC	1,191.18	
50457	9/22/2014	11,063.07	1124	CLEAN ENERGY	61132	LNG 8/22/14	11,063.07	
50458	9/22/2014	147.79	75	COAST PAPER & SUPPLY INC.	61085	JANITORIAL SUPPLIES	147.79	
50459	9/22/2014	2,890.00	3034	COASTAL LANDSCAPING INC. DBA	61124	AUG14 LANDSCAPE MAIN	2,890.00	
50460	9/22/2014	386.85	2814	CREATIVE BUS SALES, INC.	61105	RPR VEH #1121 PC	78.46	
					61154	INVENTORY ITEMS	308.39	
50461	9/22/2014	620.93	3116	CUMMINS PACIFIC LLP	61142	RPR BUS #1004	615.60	

# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50462	9/22/2014	597.42	3131	DYNAMIC SYSTEMS INC	61143	INVENTORY ORDER	5.33	
50463	9/22/2014	3,165.75	432	EXPRESS SERVICES INC.	61139	7/1-6/30/15 MAINT	597.42	
					61081	TEMP W/E 8/31/14	960.00	
					61082	TEMP W/E 9/7/14	768.00	
					61147	TEMP W/E 8/31/14	452.25	
					61150	TEMP W/E 9/6/14	985.50	
50464	9/22/2014	1,094.23	1172	FERGUSON ENTERPRISES INC. #79	60849	CREDIT RETURNED ITEM	(185.04)	
					60965	PLUMBING SUPPLIES	5.75	
					61155	RECLAIM WATER SVTC	211.98	
					61157	INVENTORY ITEM	922.16	
					61170	RPR RUNWAY VALVE	139.38	
50465	9/22/2014	40,684.34	2295	FIRST ALARM	61101	AUG 14 SECURITY	40,684.34	
50466	9/22/2014	15,398.18	2952	FLYERS ENERGY LLC	61116	8/15-8/31 NONREV FUE	3,037.70	
					61120	PROPANE	23.32	
					61171	8/15-8/31 FUEL PC	12,337.16	
50467	9/22/2014	233.64	1302	GARDA CL WEST, INC.	61149	SEPT 14 SERVICES	233.64	
50468	9/22/2014	3,338.24	2954	GCR TIRES & SERVICE	61107	TIRES	1,192.59	
					61108	TIRES	1,007.46	
					61109	TIRES	12.00	
					61131	TIRES	1,126.19	
50469	9/22/2014	632.09	282	GRAINGER	61128	DIGITAL CLOCK	318.58	
					61130	PADLOCKS	80.19	
					61159	EXTENSION CORD	233.32	
50470	9/22/2014	16.37	546	GRANITROCK COMPANY	61169	WALLBOARD	16.37	
50471	9/22/2014	247.08	1097	GREENWASTE RECOVERY, INC.	61086	AUG 14 GARBAGE SVTC	247.08	
50472	9/22/2014	106.66	166	HOSE SHOP, THE INC	61110	BULK SHOP SUPPLIES	94.76	
					61111	RPR SHOP HOSE	11.90	
50473	9/22/2014	3,018.58	110	JESSICA GROCERY STORE, INC.	61100	SEPT14 CUSTODIAL SVC	3,018.58	
50474	9/22/2014	2,775.68	878	KELLY SERVICES, INC.	61095	TEMP W/E 8/24/14	1,488.92	
					61148	TEMP W/E 8/31/14	1,286.76	
50475	9/22/2014	20.28	36	KELLY-MOORE PAINT CO., INC.	61076	PAINT	14.53	
					61123	GREEN TRAFFIC PAINT	5.75	
50476	9/22/2014	1,207.52	1233	KIMBALL MIDWEST	61141	NON INV HARDWARE	1,207.52	

# Attachment A

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

DATE: 09/01/14 THRU 9/30/2014

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50477	9/22/2014	157.10	3059	MAILFINANCE INC	61093	8/28-9/27 POST LEASE	157.10	
50478	9/22/2014	437.91	887	NEOPOST, INC	61103	*****-****-1598	437.91	
50479	9/22/2014	931.38	1063	NEW FLYER IND. CANADA ULC DBA	61112	INVENTORY ORDER	798.00	
50480	9/22/2014	109.98	2721	NEXTEL COMMUNICATIONS/SPRINT	61152	LAMPS	133.38	
50481	9/22/2014	6,179.50	4	NORTH BAY FORD LINC-MERCURY	61083	7/26-8/25 TVM WIRELE	109.98	
50482	9/22/2014	1,951.92	3115	OFFICE TEAM	61118	RPR TRUCK #708	6,179.50	
50483	9/22/2014	3,014.91	9	PACIFIC GAS & ELECTRIC	61151	TEMP W/E 9/5/14	867.52	
50484	9/22/2014	64.56	872	PACIFIC MATERIAL HANDLING SOL	61177	TEMP W/E 8/29/14	1,084.40	
50485	9/22/2014	796.20	43	PALACE ART & OFFICE SUPPLY	61090	8/5-9/4 SVTC	69.64	
50486	9/22/2014	97.02	3158	PC FURNITURE STORE LLC	61104	8/9-9/5 PNR SVT WTC	2,945.27	
50487	9/22/2014	1,058.00	2947	PEDALERS EXPRESS	61094	AUG 14 COURIER SVC	1,058.00	
50488	9/22/2014	42.30	358	POWER-FLITE	61145	REGULATOR REBUILD	42.30	
50489	9/22/2014	1,500.00	3107	PRACTICAL LAW COMPANY DBA	61135	LAW JOURNAL	1,500.00	
50490	9/22/2014	266.44	215	RICOH USA, INC. TX	61175	8/26-9/25 LEASE OPS	266.44	
50491	9/22/2014	23.88	536	RIVERSIDE LIGHTING & ELECTRIC	61160	BALLAST	23.88	
50492	9/22/2014	2,489.91	1379	SAFETY-KLEEN INC	61158	PARTS WASHER SOLLUTIO	2,489.91	
50493	9/22/2014	3,095.42	18	SALINAS VALLEY FORD SALES INC	61133	INVENTORY ORDER	3,095.42	
50494	9/22/2014	1,426.94	107A	SAN LORENZO LUMBER & HOME CTR	61074	RPR & MAINT PARTS	1,426.94	
50495	9/22/2014	48.87	135	SANTA CRUZ AUTO PARTS, INC.	61134	INVENTORY ORDER	48.87	
50496	9/22/2014	9,321.35	977	SANTA CRUZ TRANSPORTATION, LL	61136	AUG 14 TRANSPORT PC	9,321.35	
50497	9/22/2014	264.00	957	SECURITY SHORING & STEEL PLT	61138	7/24-8/23 MUD PLATES	264.00	
50498	9/22/2014	13,967.25	1075	SOQUEL III ASSOCIATES	61098	OCT 14 RENT	13,967.25	
50499	9/22/2014	1,358.76	1800	THERMO KING OF SALINAS, INC	61144	RPR BUS #2809	541.81	
50500	9/22/2014	434.63	2675	THOMSON REUTERS BARCLAYS WEST	61172	TOOL FOR SHOP	816.95	
50501	9/22/2014	428.68	3152	UNIFIRST CORPORATION	61084	AUG 14 SERVICES	434.63	
					61114	UNIFORMS	316.20	
					61115	LINENS UNIFORMS RIVE	69.01	
					61126	TOWELS FACILITIES	23.01	

# Attachment A

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

DATE: 09/01/14 THRU 9/30/2014

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					61127	MATS DUBOIS	6.48	
					61129	MATS AND TOWELS PC	6.99	
					61137	TOWELS MATS PC	6.99	
50502	9/22/2014	33.52	7	UNITED PARCEL SERVICE	61153	FREIGHT	33.52	
50503	9/22/2014	147.00	884	UNITED STATES POSTAL SERVICE	61080	3 ROLLS OF 100STAMPS	147.00	
50504	9/22/2014	315.26	434	VERIZON WIRELESS	61146	8/2-9/1 PUSH 2 TALK	315.26	
50505	9/22/2014	522.00	1353	VISION COMMUNICATIONS	61078	3/7-4/5 RADIO RENTAL	261.00	
					61079	4/6-5/5 RADIO RENTAL	261.00	
50506	9/22/2014	75.00	1165	VU, THANH DR. MD	61161	DMV EXAM	75.00	
50507	M09/22/14	243.37	2189	BUS & EQUIPMENT	61178	ADA SEATBELT EXTENDE	243.37	MANUAL
50508	9/29/2014	35.00	1088	ADVANCED MECHANICAL SERVICES	61252	BACKFLOW TESTING	35.00	
50509	9/29/2014	299.92	382	AIRTEC SERVICE	61251	HVAC RPR C/S BOOTH	299.92	
50510	9/29/2014	483.81	E437	AITKEN, ANGELA	61261	OFFICE SUPPLIES REIM	483.81	
50511	9/29/2014	117.93	294	ANDY'S AUTO SUPPLY	61215	INVENTORY ITEMS	117.93	
50512	9/29/2014	85.54	001G	A TRT	61231	9/7-10/6 REPEATERS	85.54	
50513	9/29/2014	56.51	2363	BATTERIES PLUS #314	61208	BATTERIES	56.51	
50514	9/29/2014	1,199.00	478	BEE CLENE INC	61195	CLEANING WTC	325.00	
					61250	CARPET CLEAN VERNON	874.00	
50515	9/29/2014	774.00	11	BEWLEY'S CLEANING	61233	AUG 14 CUSTODIAL SVC	774.00	
50516	9/29/2014	4,265.00	2035	BOWMAN & WILLIAMS INC	61239	AUG AC SYSTEM SURVEI	4,265.00	
50517	9/29/2014	566.04	1356	BRENCO OPERATING-TEXAS, LP	60839	SPARK PLUGS	3,263.08	
					60840	CREDIT SPARK PLUGS	(6,038.14)	
					61246	O2 SENSORS	3,341.10	
50518	9/29/2014	692,343.57	502	CA PUBLIC EMPLOYEES'	61220	OCT 14 MEDICAL	692,343.57	
50519	9/29/2014	83.66	M022	CAPELLA, KATHLEEN	61274	OCT 14 RETIREE SUPP	83.66	
50520	9/29/2014	463.55	1159	CATTO'S GRAPHICS, INC.	61183	VINYL BUS STICKERS	463.55	
50521	9/29/2014	71.71	667	CITY OF SCOTTS VALLEY	61226	3/15-5/15 SEWER SVTC	71.71	
50522	9/29/2014	37,987.82	1124	CLEAN ENERGY	61194	LNG 8/26/14	11,744.80	
					61201	AUG 14 SRF MAINT	14,842.00	
					61263	LNG 8/29/14	11,401.02	
50523	9/29/2014	15,788.90	3116	CUMMINS PACIFIC LLP	61217	INVENTORY ITEMS	4,320.95	
					61218	INVENTORY ITEMS	1,108.93	

# Attachment A

DATE: 09/01/14 THRU 9/30/2014

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50524	9/29/2014	363.19	1501	D & G SANITATION	61222	TR309 OVERHAUL	10,359.02	
50525	9/29/2014	41.83	M039	DAVILA, ANA MARIA	61196	PACIFIC STATION EQUI	363.19	
50526	9/29/2014	1,280.00	2949	DEANE INDUSTRIAL MACHINING	61267	OCT 14 RETIREE SUPP	41.83	
50527	9/29/2014	128.00	2567	DEPARTMENT OF JUSTICE	61264	EXHAUST MANIFOLDS	1,280.00	
50528	9/29/2014	30.00	2295	FIRST ALARM	61253	FINGERPRINTING	128.00	
50529	9/29/2014	1,126.19	2954	GCR TIRES & SERVICE	61236	AUG 14 DISPATCH PC	30.00	
50530	9/29/2014	11,326.23	647	GENFARE A DIV OF SPX CORP	61185	TIRES	1,126.19	
50531	9/29/2014	83.66	M041	GOUVEIA, ROBERT	61216	INVENTORY ORDER	103.23	
50532	9/29/2014	1,090.21	282	GRAINER	61247	POLY BUS PASSES	11,223.00	
50533	9/29/2014	234.68	1097	GREENWASTE RECOVERY, INC.	61268	OCT 14 RETIREE SUPP	83.66	
50534	9/29/2014	20.22	E021	HILTNER, THOMAS	61190	LAMPS	215.90	
50535	9/29/2014	17.49	166	HOSE SHOP, THE INC	61197	PAINTING EQUIPMENT	128.70	
50536	9/29/2014	598.13	2979	HUNT & SONS, INC.	61198	A/C FOR C/S BOOTH	730.27	
50537	9/29/2014	4,000.00	2117	IJUANO #2 LLC	61199	PAINT ROLLER FRAME	15.34	
50538	9/29/2014	1,798.87	878	KELLY SERVICES, INC.	61238	AUG 14 GARBAGE PC	234.68	
50539	9/29/2014	3,240.00	3159	KEY HOUSING CONNECTIONS INC	61180	TRAVEL REIMBURSEMENT	20.22	
50540	9/29/2014	9,310.00	3066	KIM FAMILY ENTERPRISES LLP	61211	BAND & CLAMP	17.49	
50541	9/29/2014	139.74	39	KINKO'S INC.	61209	BULK COOLANT	598.13	
50542	9/29/2014	96.00	852	LAW OFFICES OF MARIE F. SANG	61258	OCT 14 RENT	4,000.00	
50543	9/29/2014	287.21	880	LEXISNEXIS INC	61242	TEMP W/E 9/7/14	987.43	
50544	9/29/2014	729.30	1145	MANAGED HEALTH NETWORK	61266	TEMP W/E 9/7/14	811.44	
50545	9/29/2014	657.30	362	MCBRIDE & ASSOCIATES	61214	OCT 14 TEMP HOUSING	3,240.00	
50546	9/29/2014	729.54	1802	NATIONAL BUSINESS FURNITURE,	61256	OCT 14 RENT	9,310.00	
50547	9/29/2014	241.00	2626	NELSON/NYGAARD INC	61182	HWY 17 POSTERS	139.74	
50548	9/29/2014	5,613.03	1063	NEW FLYER IND. CANADA ULC DBA	61260	CL# 1989102352	96.00	
					61181	CA LABOR RELATIONS	287.21	
					61221	OCT 14 EAP PREMIUM	729.30	
					61212	CASE 177707	165.95	
					61254	CASE 177707	331.70	
					61255	CASE 177707	159.65	
					61241	OFFICE SUPPLIES	729.54	
					61243	JUL 14 SERVICES	241.00	
					61219	INVENTORY ITEM	139.54	



# Attachment A

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

DATE: 09/01/14 THRU 9/30/2014

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50549	9/29/2014	977.08	9	PACIFIC GAS & ELECTRIC	61265	INVENTORY ITEMS	5,473.49	
50550	9/29/2014	232.74	2809	PACIFIC PROPANE	61237	8/11-9/9 PC	977.08	
50551	9/29/2014	122.71	43	PALACE ART & OFFICE SUPPLY	61234	PROPANE	232.74	
50552	9/29/2014	15,586.72	3086	PAPE MACHINERY INC	61184	OFFICE SUPPLIES	11.49	
					61191	OFFICE SUPPLIES	111.22	
					61240	INVENTORY ORDER	9,766.59	
					61244	INVENTORY ORDER	6,037.63	
					61245	CORE CREDIT	(217.50)	
50553	9/29/2014	41.83	M109	PEREZ, CHERYL	61269	OCT 14 RETIREE SUPP	41.83	
50554	9/29/2014	453.50	187	POLAR RADIATOR SERVICE INC	61203	BUS RADIATOR	453.50	
50555	9/29/2014	386.13	527	RECARO NORTH AMERICA, INC.	61262	INVENTORY ITEMS	386.13	
50556	9/29/2014	413.62	1153	REPUBLIC ELEVATOR COMPANY INC	61200	SEPT 14 ELEV MAINT	413.62	
50557	9/29/2014	135.38	E173	RHODES BRUCE	61179	AUDIT DINNER REIMB	135.38	
50558	9/29/2014	406.57	215	RICOH USA, INC. TX	61235	5/17-8/17 RENT PC	406.57	
50559	9/29/2014	83.66	M085	ROSSI, DENISE	61270	OCT 14 RETIREE SUPP	83.66	
50560	9/29/2014	41.83	M030	ROWE, RUBY	61271	OCT 14 RETIREE SUPP	41.83	
50561	9/29/2014	103.63	135	SANTA CRUZ AUTO PARTS, INC.	61186	TOOLS	17.39	
					61193	INVENTORY ORDER	86.24	
50562	9/29/2014	190.49	122	SCMTD PETTY CASH - OPS	61228	REPLENISHMENT	190.49	
50563	9/29/2014	2,500.00	2267	SHAW / YODER / ANTWIH, INC.	61213	SEPT14 LEGISLATE SVC	2,500.00	
50564	9/29/2014	41.83	M054	SLOAN, SUZANNE	61272	OCT 14 RETIREE SUPP	41.83	
50565	9/29/2014	219.49	115	SNAP-ON INDUSTRIAL	61188	TOOL REPLACEMENT S.G	219.49	
50566	9/29/2014	418.22	2871	STATE ELECTRIC GENERATOR	61227	BATTERY REPLACEMENT	418.22	
50567	9/29/2014	608.84	3037	TYCO INTEGRATED SECURITY	61223	10/1-12/31 ALARM SVT	172.47	
					61224	10/1-12/31 ALARM WTC	183.25	
					61225	10/1-12/31 ALARM SMC	253.12	
50568	9/29/2014	59.83	3152	UNIFIRST CORPORATION	61189	UNIFORMS	11.93	
					61192	UNIFORMS	11.93	
					61204	MATS	6.48	
					61205	MATS MOPS TOWELS	23.01	
					61249	MATS	6.48	
50569	9/29/2014	59.07	7	UNITED PARCEL SERVICE	61248	FREIGHT	59.07	
50570	9/29/2014	885.44	221	VEHICLE MAINTENANCE PROG INC	61210	INV OIL FILTERS	969.29	

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

DATE: 09/01/14 THRU 9/30/2014

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
50571	9/29/2014	786.95	434	VERIZON WIRELESS	61275	CREDIT FILTERS	(83.85)	
50572	9/29/2014	1,791.70	1353	VISION COMMUNICATIONS	61229	8/2-9/1 TELECOMM PC	308.88	
50573	9/29/2014	3,500.00	3074	WAVE CREST DEVELOPMENT INC.	61230	8/2-9/1 TELECOMM PC	478.07	
50574	9/29/2014	319.00	915	WORKIN.COM, INC.	61187	INVENTORY PARTS	37.20	
50575	9/29/2014	41.83	M088	YAGI, RANDY	61202	SEPT14 SVC AGREEMENT	1,754.50	
50576	9/29/2014	59.04	147	ZEE MEDICAL SERVICE CO.	61257	OCT 14 RENT	3,500.00	
50577	M09/29/14	40.00	3136	CSMFO-MONTEREY BAY CHAPTER	61259	JOB PLACEMENT ADVERT	319.00	
TOTAL		\$2,545,293.71		ACCOUNTS PAYABLE	61273	OCT 14 RETIREE SUPP	41.83	
				2014 GASB UPDATE	61206	FIRST AID SUPPLIES	16.79	
				ACCOUNTS PAYABLE	61207	FIRST AID SUPPLIES	42.25	
				ACCOUNTS PAYABLE	61288	2014 GASB UPDATE	40.00	MANUAL
				ACCOUNTS PAYABLE		TOTAL CHECKS 325	\$ 2,545,293.71	



**DATE:** January 9, 2015

**TO:** Board of Directors

**FROM:** Alex Clifford, CEO

**SUBJECT: ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD  
OF DIRECTORS MEETING OF DECEMBER 12, 2014**

**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 December 12, 2014.**

**II. SUMMARY**

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of December 12, 2014
- Each meeting, staff will provide minutes from the previous METRO Board of Directors meeting

**III. DISCUSSION/BACKGROUND**

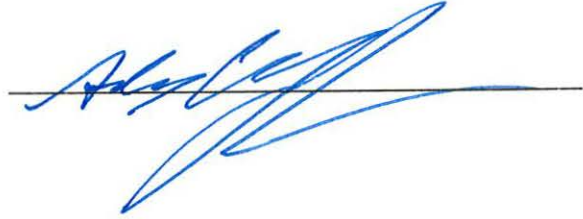
The Board requested that staff include, in the Board Packet, minutes for previous METRO Board of Directors meetings. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

**IV. ATTACHMENTS**

**Attachment A:** Draft minutes for the Board of Directors Meeting of December 12, 2014

**V. APPROVALS:**

Alex Clifford, CEO/General Manager



# Attachment A



MINUTES

December 12, 2014

A regular meeting of the Board of Directors of the Santa Cruz METROopolitan Transit District (METRO) was convened on Friday, December 12, 2014 at the Santa Cruz City Council Chambers, located at 809 Center Street, in Santa Cruz, California.

## SECTION I: OPEN SESSION

### 1. CALL TO ORDER

Chair Bustichi called the meeting to order at 9:01am. Quorum was present.

### 2. ROLL CALL

The following Directors were present:

Director Hilary Bryant	<input type="checkbox"/>
Director Dene Bustichi (Chair)	<input checked="" type="checkbox"/>
Director Karina Cervantez	<input checked="" type="checkbox"/>
Director Daniel Dodge	<input type="checkbox"/>
Director Zach Friend	<input checked="" type="checkbox"/>
Director Ron Graves	<input checked="" type="checkbox"/>
Director Michelle Hinkle	<input checked="" type="checkbox"/>
Director Deborah Lane	<input type="checkbox"/>
Director John Leopold	<input checked="" type="checkbox"/>
Director Bruce McPherson	<input checked="" type="checkbox"/>
Director Lynn Robinson (Vice-Chair)	<input type="checkbox"/>
Ex-Officio Director Donna Blitzer	<input checked="" type="checkbox"/>

#### STAFF PRESENT

Alex Clifford, CEO

Leslyn K. Syren, District Counsel

#### SANTA CRUZ METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (in alphabetical order)

Angela Aitken, Santa Cruz METRO  
Debbie Kinslow, Santa Cruz METRO  
Suzanne Silva, Santa Cruz METRO

Daniel Zaragoza, ParaCruz  
Will Regan, VMU SEIU 521

### 3. ANNOUNCEMENTS

Chair Bustichi announced that the meeting would be broadcast by Community Television of Santa Cruz County. Today's technician was Mairin Cooley. Ms. Amy Weiss was available for Spanish language

**DRAFT**

**8-04A.1**

# Attachment A

## MINUTES

### BOARD OF DIRECTORS MEETING

DECEMBER 12, 2014

interpretation. Ms. Weiss came to the podium, introduced herself and offered her translation services to the assembly.

#### **4. COMMUNICATIONS TO THE BOARD OF DIRECTORS**

Chair Bustichi opened the microphone to attendees for announcements.

Liseth Guizar, Security and Risk Administrator, acknowledged Dispatch, Facilities and Maintenance staff for their help in the recent “storm of the decade”.

Chair Bustichi thanked Pacific Gas and Electric (PG&E) for setting up the Command Center at Sky Park in Scotts Valley. Their presence and assistance was appreciated by the community.

Director McPherson echoed the sentiments expressed regarding PG&E, noting their personnel were terrific to work with and Crown Catering did an excellent job providing the food and coffee onsite.

#### **5. LABOR ORGANIZATION COMMUNICATIONS**

Chair Bustichi opened the microphone to labor organization attendees for announcements.

As he approached the podium, Mr. Eduardo Montesino provided the Clerk with a document for Board review as well as additional copies for distribution. (See attached document for reference.)

Grant Wilson approached the podium and, recognizing he had arrived late, asked to speak to the assembly. Chair Bustichi granted his request. Mr. Wilson expressed his desire for a Santa Cruz to Los Gatos/Saratoga bus route as there are no other viable transportation options available for a number of our community, particularly senior citizens. He suggested a pilot program that would perhaps allow the Route 17 Express to stop in Los Gatos. Mr. Wilson provided his email ([grrrant@cruzio.com](mailto:grrrant@cruzio.com)) to the Clerk for further comment.

Director Leopold thanked Mr. Wilson for his comments and suggestions noting that he, the METRO CEO and a number of Board members are interested in pursuing this idea. Chair Bustichi noted that there are complications to revising routes and added that several requests have been submitted for service to the San Jose Airport.

#### **6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS**

Last minute additions/ revisions distributed at the meeting included:

- Chair Bustichi announced revisions which contain minor revisions to the December 12, 2014 Board packet distributed earlier this week.

The specific corrections/revisions are as follows:

- Agenda, page 4, Item # 12 Title Correction to the NTE amount (correction underlined)
- Agenda Item #7-08.2, Financial Considerations/Impact paragraph Revised (correction underlined)
- Agenda Item #17, pertinent documents now attached

**DRAFT**

# Attachment A

## MINUTES

BOARD OF DIRECTORS MEETING

DECEMBER 12, 2014

Agenda Modifications:

Agenda Items 8 and 11 were combined as one item later in the meeting.

Agenda Items 12 and 13 were combined as one item later in the meeting.

### CONSENT AGENDA

- 7-01 ACCEPT AND FILE PRELIMINARY APPROVED CHECKS JOURNAL DETAIL FOR THE MONTH OF AUGUST 2014
- 7-02 ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF NOVEMBER 14, 2014
- 7-03 ACCEPT AND FILE MINUTES FOR THE METRO ADVISORY COMMITTEE (MAC) MEETING OF SEPTEMBER 2014
- 7-04 ACCEPT AND FILE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION MEETING MINUTES FROM OCTOBER 2, 2014 AND NOVEMBER 6, 2014 REFLECTING VOTING RESULTS FROM SANTA CRUZ METRO APPOINTEES
- 7-05 ACCEPT AND FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR DECEMBER 2014
- 7-06 CONSIDERATION OF RESOLUTION APPROVING THE FY15 REVISED CAPITAL BUDGET
- 7-07 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
- 7-08 CONSIDERATION OF AUTHORIZATION TO USE THE CALACT/MBTA PURCHASING COOPERATIVE CONTRACT FOR THE PURCHASE OF TWO (2) VEHICLES FOR THE PARACRUZ DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$334,787
- 7-09 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A CONTRACT AMENDMENT WITH ENVIRONMENTAL LOGISTICS, INC. FOR INDUSTRIAL WASTE REMOVAL AND EMERGENCY RESPONSE SERVICES TO INCORPORATE CONTRACTOR'S REVISED RATE SHEETS
- 7-10 CONSIDERATION OF THE REORGANIZATION OF THE LEGAL DEPARTMENT – ADDITION OF ONE ADMINISTRATIVE ASSISTANT TO THE LEGAL DEPARTMENT
- 7-11 CONSIDER APPROVAL OF A CLASS SPECIFICATION CHANGE OF THE ASSISTANT GENERAL MANAGER TO A NEW CLASSIFICATION TITLED CHIEF OPERATIONS OFFICER USING THE ASSISTANT GENERAL MANAGER WAGE SCALE

**DRAFT**

# Attachment A

## MINUTES

BOARD OF DIRECTORS MEETING

DECEMBER 12, 2014

**ACTION: MOTION TO APPROVE THE CONSENT AGENDA.**

**MOTION: DIRECTOR LEOPOLD                      SECONDED: DIRECTOR GRAVES**

**MOTION PASSED UNANIMOUSLY WITH 7 AYES (CHAIR BUSTICHI AND DIRECTORS CERVANTEZ, FRIEND, GRAVES, HINKLE, LEOPOLD AND McPHERSON). DIRECTORS BRYANT, DODGE, LANE AND ROBINSON WERE ABSENT.**

### REGULAR AGENDA

#### **8 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS**

Chair Bustichi asked Jeffrey North to approach the podium so that he could be recognized simultaneously for items 8 and 11 on the agenda. Chair Bustichi then congratulated and thanked Mr. North for his years of service and contributions to METRO. Mr. North, in turn, thanked the Board for the opportunity to live and work at a great job in Santa Cruz for 30 years.

#### **9 CONSIDERATION OF RESOLUTION OF APPRECIATION FOR MARGARITO P. HERNANDEZ**

Chair Bustichi offered the referenced resolution for approval by the Board in Mr. Hernandez' absence.

**ACTION: MOTION TO APPROVE THE RESOLUTION OF APPRECIATION FOR MARGARITO P. HERNANDEZ.**

**MOTION: DIRECTOR LEOPOLD                      SECONDED: DIRECTOR HINKLE**

**MOTION PASSED UNANIMOUSLY WITH 7 AYES (CHAIR BUSTICHI AND DIRECTORS CERVANTEZ, FRIEND, GRAVES, HINKLE, LEOPOLD AND McPHERSON). DIRECTORS BRYANT, DODGE, LANE AND ROBINSON WERE ABSENT.**

#### **10 CONSIDERATION OF RESOLUTION OF APPRECIATION FOR MARK MARTINEZ**

Chair Bustichi offered the referenced resolution for approval by the Board in Mr. Martinez' absence.

**ACTION: MOTION TO APPROVE THE RESOLUTION OF APPRECIATION FOR MARK MARTINEZ.**

**MOTION: DIRECTOR LEOPOLD                      SECONDED: DIRECTOR McPHERSON**

**MOTION PASSED UNANIMOUSLY WITH 7 AYES (CHAIR BUSTICHI AND DIRECTORS CERVANTEZ, FRIEND, GRAVES, HINKLE, LEOPOLD AND McPHERSON). DIRECTORS BRYANT, DODGE, LANE AND ROBINSON WERE ABSENT.**

#### **11 CONSIDERATION OF RESOLUTION OF APPRECIATION FOR JEFFREY A. NORTH**

Items 8 and 11 were combined under Item 8 above as requested by Chair Bustichi.

**ACTION: MOTION TO APPROVE THE RESOLUTION OF APPRECIATION FOR JEFFREY A NORTH.**

**MOTION: DIRECTOR FRIEND                      SECONDED: DIRECTOR CERVANTEZ**

**MOTION PASSED UNANIMOUSLY WITH 7 AYES (CHAIR BUSTICHI AND DIRECTORS CERVANTEZ, FRIEND, GRAVES, HINKLE, LEOPOLD AND McPHERSON). DIRECTORS BRYANT, DODGE, LANE AND ROBINSON WERE ABSENT.**

**DRAFT**





# Attachment A

## MINUTES

BOARD OF DIRECTORS MEETING

DECEMBER 12, 2014

**MOTION PASSED UNANIMOUSLY WITH 7 AYES (CHAIR BUSTICHI AND DIRECTORS CERVANTEZ, FRIEND, GRAVES, HINKLE, LEOPOLD AND McPHERSON). DIRECTORS BRYANT, DODGE, LANE AND ROBINSON WERE ABSENT.**

**15 CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR A CLASSIFICATION AND COMPENSATION STUDY**

CEO Clifford referenced the staff report included in the Board packet, noting that this study is part of his ongoing agency review.

Director Leopold questioned the timing of the study. CEO Clifford responded a study of this type typically takes 90-120 days to complete; however, the gating factor is often the number of job classifications which require adjustment. He anticipates returning to the Board mid-year with the first round of recommended actions for their review and approval.

Chair Bustichi requested that any out of class situations be addressed in the more immediate future. CEO Clifford responded that every effort would be made to address in 30 days.

Chair Bustichi opened the item for public comment.

Carolyn Derwing, as an SEIU Union Rep, approached the podium and expressed her appreciation for the inclusion of this particular agenda item. She noted that she is aware of a number of classifications which require adjustment and looks forward to the results. She urged Board approval.

**ACTION: MOTION TO APPROVE ISSUING A FORMAL REQUEST FOR PROPOSALS FOR A CLASSIFICATION AND COMPENSATION STUDY**

**MOTION: DIRECTOR LEOPOLD SECONDED: DIRECTOR McPHERSON**

**MOTION PASSED UNANIMOUSLY WITH 7 AYES (CHAIR BUSTICHI AND DIRECTORS CERVANTEZ, FRIEND, GRAVES, HINKLE, LEOPOLD AND McPHERSON). DIRECTORS BRYANT, DODGE, LANE AND ROBINSON WERE ABSENT.**

**16 PRESENTATION OF THE YEAR-TO-DATE MONTHLY FINANCIAL REPORT AS OF AUGUST 31, 2014**

After Finance Manager, Angela Aitkin's, presentation of the above referenced agenda item, Director McPherson asked if the number of vacant positions (11) was average. Robyn Slater, HR Manager, approached the podium and answered that the vacancies do ebb and flow which accounts for some attrition and that the majority are Bus Operator positions. She anticipates the vacancies to continue due to upcoming retirements and that many will be hired in January 2015. She noted it takes approximately 12 weeks to train a new Bus Operator and be safely in place.

**17 CONSIDERATION OF A RESOLUTION DELEGATING AUTHORITY TO CEO/GENERAL MANAGER TO ACT AS THE DULY AUTHORIZED OFFICER TO CONSENT TO SUBSTITUTIONS PURSUANT TO PUBLIC CONTRACT CODE SECTION 4107**

District Counsel, Leslyn Syren, provided background and answered questions from the Board.

**DRAFT**

# Attachment A

## MINUTES

BOARD OF DIRECTORS MEETING

DECEMBER 12, 2014

**ACTION: MOTION TO APPROVE A RESOLUTION DELEGATING AUTHORITY TO CEO/GENERAL MANAGER TO ACT AS THE DULY AUTHORIZED OFFICER TO CONSENT TO SUBSTITUTIONS PURSUANT TO PUBLIC CONTRACT CODE SECTION 4107**

**MOTION: DIRECTOR LEOPOLD                      SECONDED: DIRECTOR McPHERSON  
MOTION PASSED UNANIMOUSLY WITH 7 AYES (CHAIR BUSTICHI AND DIRECTORS CERVANTEZ, FRIEND, GRAVES, HINKLE, LEOPOLD AND McPHERSON). DIRECTORS BRYANT, DODGE, LANE AND ROBINSON WERE ABSENT.**

**18      QUARTERLY ORAL REPORT OF FEDERAL/STATE LEGISLATIVE PROGRAM**

Alex Clifford, CEO, is working with lobbyists to finalize a report which will be submitted at January's second meeting which will include a recommended agenda for next year.

**19      CEO TO GIVE ORAL REPORT**

Alex Clifford, CEO, asked Mr. Mike Stange and Mr. Al Pierce to approach the podium.

He acknowledged that it is uncommon to recognize a consultant for his/her services but Mr. Stange's contributions through his assignment as temporary Maintenance Manager had resulted in major improvements to the budget, receiving a 'satisfactory' rating in the recent CHP inspection, improvement in the bus 'deadlist' and overall morale such that recognition was pertinent. CEO Clifford thanked Mr. Stange for a phenomenal job. Chair Bustichi expressed his thanks and appreciation to Mr. Stange. Mr. Stange thanked the Board and the agency for the opportunity, noting it had been a privilege to assist.

CEO Clifford then introduced Mr. Pierce and provided a brief professional history. Mr. Pierce thanked the Board for the opportunity and looks forward to the challenges ahead.

Chair Bustichi opened the floor for public comment.

Will Regan, VMU Chapter President, approached the podium and welcomed Mr. Pierce to METRO. He also acknowledged the accomplishments of Mr. Stange.

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

District Counsel, Leslyn Syren, announced that pursuant to Government Code 54957, the Board would be discussing public employment discipline during their closed session. An announcement is anticipated after today's closed session.

**21      ANNOUNCEMENT OF NEXT MEETING: FRIDAY, JANUARY 9, 2015 AT 8:30 AM, SANTA CRUZ METRO ADMINISTRATIVE OFFICES, 110 VERNON STREET, SANTA CRUZ**

Chair Dene Bustichi announced the next Board meeting date and location.

The Board left the room for the Closed Session at 9:30am.

**DRAFT**

# Attachment A

## MINUTES

BOARD OF DIRECTORS MEETING

DECEMBER 12, 2014

The Board returned to the Chambers after the Closed Session at 9:55am.

Director Leopold departed at 9:56am.

Upon the Board's return to Chambers, General Counsel Syren announced that, pursuant to METRO personnel rules and procedures, the Board had authorized her to appoint an outside official to hear the disciplinary matter before the Board.

## **22 ADJOURNMENT**

Director Leopold moved to adjourn the meeting at 10:05am.

## **SECTION II: CLOSED SESSION**

## **23 CLOSED SESSION ITEMS:**

### **PUBLIC EMPLOYMENT DISCIPLINE/DISMISSAL/RELEASE**

Leslyn Syren, District Counsel

**DRAFT**

*PAGE 8 OF 8*

**8-04A.8**



**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Ciro Aguirre, Chief Operations Officer  
**SUBJECT: CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS  
FOR PURCHASE OF HEAVY DUTY COACH BATTERIES**

**I. RECOMMENDED ACTION**

**Authorize the Purchasing Manager to issue a formal Invitation for Bids for Purchase of Heavy Duty Coach Batteries.**

**II. SUMMARY**

- The Santa Cruz Metropolitan Transit District (METRO) has a need for heavy duty batteries for its revenue vehicles.
- The contract currently in place for these batteries will expire on May 28, 2015, and by the terms of the contract can no longer be renewed.

**III. DISCUSSION/BACKGROUND**

METRO purchases heavy duty batteries for its revenue vehicles from an outside vendor. The contract currently in place for these services is with Batteries U.S.A., Inc., and is due to expire on May 28, 2015. This contract has been in effect since May 29, 2012, and there are no options to extend.

Staff is recommending the issuance of a formal Invitation for Bids for Purchase of Heavy Duty Coach Batteries. The new contract is planned to be for a three-year period, with one (1) two-year option to extend.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

This action will authorize the initiation of a procurement estimated to have a resulting contract value of \$125,000 over a three-year period. Funds for this contract are included in the Fleet Maintenance Department – 4100, Revenue Vehicle Parts (504191) Operating Budget for FY15, and will be programmed into future operating budgets for the term of the contract once it is awarded.

**V. ALTERNATIVES CONSIDERED**

- Do not issue a new IFB. Staff does not recommend this action as these types of batteries are critical to the functions of METRO, and purchasing without a contract in place increases cost.

**VI. ATTACHMENTS**

**Attachment A:** Authorizing Resolution

**VII. APPROVALS:**

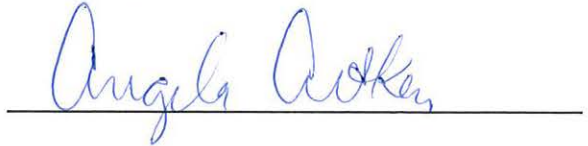
Ciro Aguirre, Chief Operations Officer



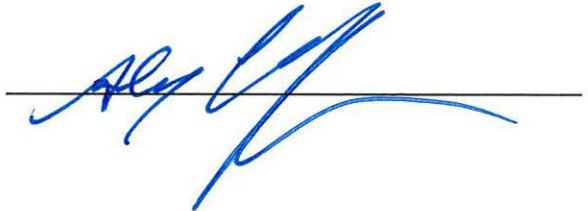
Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -



Attachment A

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

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

**RESOLUTION AUTHORIZING THE PURCHASING MANAGER TO SOLICIT BIDS  
FOR PURCHASE OF HEAVY DUTY COACH BATTERIES**

**WHEREAS**, the Santa Cruz Metropolitan Transit District has a need for purchase of heavy duty coach batteries;

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

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

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

**PASSED AND ADOPTED** this 9<sup>th</sup> day of January 2015 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

Approved:  
Dene Bustichi, Chair

\_\_\_\_\_

Attest:  
Alex Clifford, CEO/General Manager

\_\_\_\_\_

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

\_\_\_\_\_

- THIS PAGE INTENTIONALLY LEFT BLANK -



**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Claire Fliesler, Grants/Legislative Analyst  
**SUBJECT: CONSIDER ADOPTING A RESOLUTION AUTHORIZING THE CEO TO SUBMIT AN APPLICATION AND SIGN NECESSARY AGREEMENTS TO OBTAIN PROPOSITION 1B FUNDING FROM THE FY15 CALIFORNIA TRANSIT SECURITY GRANT PROGRAM**

**Adopt a resolution authorizing the CEO to submit an application and sign necessary agreements to obtain financial assistance from the FY15 California Transit Security Grant Program.**

## **I. SUMMARY**

- For FY15, the State Controller's Office allocated \$440,505 in California Transit Security Grant Program (CTSGP) funds to Santa Cruz Metropolitan Transit District (METRO) and the Santa Cruz County Regional Transportation Commission (RTC).
- METRO proposes to submit an application for transit security projects that will enhance safety and security at multiple facilities.
- Applications for the FY15 CTSGP allocation must be submitted through the RTC and are due to the California Governor's Office of Emergency Services (Cal OES) by January 15, 2015.
- Adopting the attached resolution designates the CEO as the Authorized Agent to submit an application to and execute agreements with the Cal OES for FY15 CTSGP funds.

## **II. DISCUSSION/BACKGROUND**

On November 7, 2006, California voters approved the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006 (Proposition 1B) to finance public transportation infrastructure projects in California. Proposition 1B and its implementing legislation, SB 88, established the Transit System Safety, Security and Disaster Response Account with \$1 billion. SB 88 designated that 60% of this account be allocated to the CTSGP for transit system safety and security projects. In FY14, the California Legislature appropriated \$60 million in CTSGP funds to eligible agencies and transit operators.

The State Controller's Office determines the amount of CTSGP funds available to eligible Regional Transportation Planning Agencies (RTPAs) and Public Transit Operators by applying the same formula used to allocate State Transit Assistance (STA) funds. In Santa Cruz County, the RTC is the eligible RTPA and

METRO is the eligible transit operator. For FY15, the State Controller's Office allocated \$212,337 to the RTC and \$228,168 to METRO, the same amount as in each of the six previous years from FY08 through FY14.

In the previous seven years, the RTC delegated its share of CTSGP funds to METRO's transit security projects. METRO will request that the RTC again delegate its share of CTSGP funds to METRO for transit security projects in FY15, bringing the total amount available to \$440,505 for security projects.

METRO has nearly completed the new, narrow-band, land-mobile radio system, and a comprehensive video surveillance system for METRO facilities. Funding from prior years continues to make security improvements at METRO facilities, including the Maintenance Building, Watsonville Transit Center, and the Soquel Park and Ride.

These ongoing projects began with the FY08 CTSGP allocation and require continued grant funding to complete. If approved by the Board of Directors, staff will submit an Investment Justification (application) for financial assistance to continue installation of the comprehensive video surveillance system and security lighting at all of the METRO facilities. Grant funds will pay 100% of equipment costs, consultant design and staff costs exclusive of management and administration up to a maximum of \$440,505 for this project.

The Cal OES administers the CTSGP. CTSGP Guidelines require the RTC to approve and submit the application on behalf of METRO. In accordance with the Guidelines, METRO will prepare an application for the RTC to approve and submit to Cal OES.

Staff recommends that the Board adopt the attached resolution to designate the CEO as the Authorized Agent to submit an application for METRO's security projects and to execute necessary agreements with the Cal OES for the FY15 allocation of CTSGP funds. The Board Chair must also sign the Authorized Agent Form (Attachment B) for submission with the application.

### **III. FINANCIAL CONSIDERATIONS/IMPACT**

For FY15, the State Controller's Office allocated \$212,337 to the RTC and \$228,168 to METRO. As in the past seven years, METRO will request that the RTC delegate its share of CTSGP funds to METRO for transit security projects in FY15, bringing the total amount available to METRO to \$440,505. No local funds are required.

This grant funding in the amount of \$440,505 will be scheduled to be included and spread over the FY16, FY17, and FY18 Capital budgets as this grant will be received in FY16 and end by March 31, 2018.

#### **IV. ALTERNATIVES CONSIDERED**

- Do not approve the application submittal and authorization as proposed. Staff does not recommend this option as this would stop METRO's progress towards a comprehensive security and surveillance program.

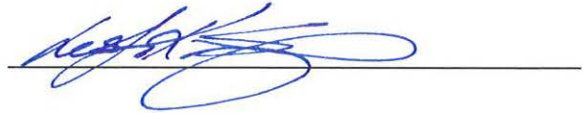
#### **V. ATTACHMENTS**

**Attachment A:** Resolution Authorizing Submission of an Application and Execution of Agreements for FY15 CTSGP funds.

**Attachment B:** Authorized Agent Form

**VI. APPROVALS:**

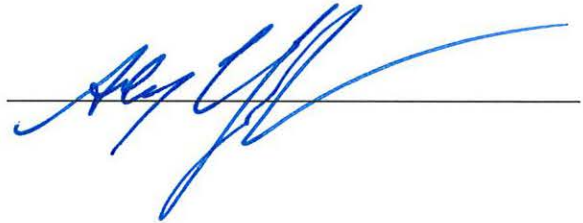
Approved as to form:  
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:  
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



# Attachment A

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

Resolution No.

On the Motion of Director:

Duly Seconded by Director:

The Following Resolution is Adopted:

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING AN APPLICATION TO THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY'S FY14 CALIFORNIA TRANSIT SYSTEM GRANT PROGRAM

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

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

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

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

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

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

# Attachment A

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

**WHEREAS**, the Santa Cruz Metropolitan Transit District proposes to use CTSGP funds allocated in FY15 Proposition 1B Grant #6661-0002 for transit security projects in conformance with the CTSGP Guidelines.

**NOW, THEREFORE, BE IT RESOLVED**, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit applications, provide certifications and assurances and execute for and on behalf of the Santa Cruz Metropolitan Transit District any and all agreements necessary to obtain financial assistance provided to Santa Cruz County by the California Governor's Office of Emergency Services through the FY15 CTSGP Program.

**PASSED AND ADOPTED** this 9<sup>th</sup> Day of January 2015 by the following vote:

- AYES:** Directors -
- NOES:** Directors -
- ABSTAIN:** Directors -
- ABSENT:** Directors -

Approved:

Dene Bustichi, Chair

---

Attest:

Alex Clifford, CEO/General Manager

---

Approved as to form:

Leslyn K. Syren, District Counsel

---



# Attachment B

## APPENDIX D – Authorized Agent Signature Authority

---

### Transit System Safety, Security and Disaster Response Account Program

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

*OF THE* \_\_\_\_\_ Santa Cruz Metropolitan Transit District  
(Name of Organization)

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

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

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

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

*Signed and approved this* \_\_\_\_\_ *9th* *day of* \_\_\_\_\_ *January* \_\_\_\_\_, 20 *15*

\_\_\_\_\_  
(Signature)

Must match the designation in the Resolution.

- THIS PAGE INTENTIONALLY LEFT BLANK -



**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Ciro Aguirre, Chief Operations Officer  
**SUBJECT: CONSIDERATION OF AUTHORIZATION TO USE THE CALACT/ MBTA PURCHASING COOPERATIVE CONTRACT FOR THE PURCHASE OF TWO (2) MINIVANS FOR THE PARACRUZ DEPARTMENT IN A TOTAL AMOUNT NOT TO EXCEED \$93,517**

**I. RECOMMENDED ACTION**

**Authorize the CEO to use the California CalACT/MBTA Purchasing Cooperative Contract for the Purchase of two (2) Minivans for the ParaCruz Department in a total amount not to exceed \$93,517.**

**II. SUMMARY**

- The Santa Cruz Metropolitan Transit District (METRO) has a need to purchase two El Dorado National Amerivans (Minivans) to replace aging ParaCruz vehicles.
- Staff requests the use of the California Association for Coordinated Transportation/ Morongo Basin Transit Authority (CalACT/MBTA) contract for this procurement as a means of saving money and streamlining the procurement process.
- Funds for this purchase are available in the 2014 State Transportation Improvement Program (STIP) Grant; the local match would come from Operating/Capital Reserves within the FY15 Capital Budget.
- Staff recommends that the Board of Directors authorize the CEO to use the CalACT/MBTA Purchasing Cooperative contract for the purchase of two Minivans from Creative Bus Sales for an amount not to exceed \$93,517.

**III. DISCUSSION/BACKGROUND**

METRO needs to purchase two Minivans to replace aging vehicles in its ParaCruz fleet. The California Association for Coordinated Transportation (CalACT), together with the Morongo Basin Transit Authority (MBTA), has issued a Purchasing Cooperative contract for vehicle procurement that includes the required vehicles.

Utilizing cooperative purchasing agreements streamlines the procurement process and allows for better pricing than METRO would normally obtain due to the greater quantities requested in the state bids. The State of California

charges a contract usage fee of 1.5% based on the purchase order total before tax or any offered cash discounts.

Staff recommends that the Board authorize the CEO to use the CalACT/MBTA Purchasing Cooperative contract for the purchase of two Minivans from Creative Bus Sales for a total amount not to exceed \$93,517.

#### IV. FINANCIAL CONSIDERATIONS/IMPACT

Funds to support this procurement are available as follows:

<u>Funding Source</u>	<u>Amount</u>
2014 State Transportation Improvement Program (STIP) Grant	\$345,000
Operating/Capital Reserves within FY15 Capital Budget	\$ 86,000
<b>Total:</b>	<b>\$431,000</b>

The grant funds and local match are being used to purchase these two Minivans, along with the two Low Floor Buses approved by the Board on 12/12/2014:

<u>Vehicles</u>	<u>Cost</u>
Two (2) Champion 28' Low Floor Buses	\$334,787
Two (2) El Dorado National Amerivans	\$ 93,517
<b>Total:</b>	<b>\$428,304</b>

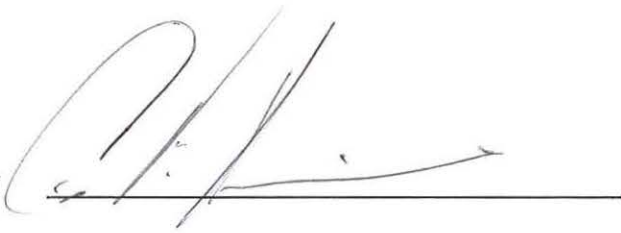
#### V. ALTERNATIVES CONSIDERED

- Do not purchase the two Minivans. This is not recommended, as the procurement process would be untimely if staff was to be responsible for defining specifications for the paratransit vehicles, as the STIP Grant requires METRO to be in contract by February of 2015. Additionally, staff does not have the personnel resources needed to completely describe vehicle specifications in great detail.


#### VI. ATTACHMENTS

**Attachment A:** Cost summary for the purchase of El Dorado National Amerivans with required options

**VII. APPROVALS:**

Ciro Aguirre, Chief Operations Officer 

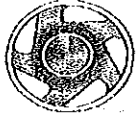
Approved as to form:  
Leslyn K. Syren, District Counsel 

Approved as to fiscal impact:  
Angela Aitken, Finance Manager 

Alex Clifford, CEO/General Manager 

- THIS PAGE INTENTIONALLY LEFT BLANK -

# Attachment A



**Creative Bus Sales**

13501 Benson Avenue · Chino, CA 91710 800.326.2877



**El Dorado Bus Sales**

29220 Pacific Street · Hayward, CA 94544 888.353.6287

## CalACT / MBTA Cooperative Bid

<b>Vehicle Type:</b>	Class D - Low Floor Minivan - El Dorado National American	<b>Commodity #:</b>		
<b>Contact:</b>	Daniel Zaragoza	<b>Ramp:</b>	<input checked="" type="checkbox"/> ENC	
<b>Agency:</b>	Santa Cruz Metro Paracruz	<b>Ramp Location:</b>	<input checked="" type="checkbox"/> Front	
<b>Address:</b>	3949 Santa Anita Ave., 2nd floor	<b>Seat Material D-90:</b>	<input type="checkbox"/> Vinyl <input checked="" type="checkbox"/> Cloth	
<b>City, State, Zip:</b>	El Monte, CA 91731	<b>Seat Color:</b>	Gray	
<b>Phone:</b>	831-425-4664	<b>Reflective Stripes:</b>	<input type="checkbox"/> Yes (1) 3" <input type="checkbox"/> No <input type="checkbox"/> Paint	
<b>Fax:</b>		<b>Stripe Color:</b>	Custom Stripes	
<b>E-Mail:</b>		<b>Contract Equipment:</b>		
<b>Quantity:</b>	<b>Description</b>	<b>Price</b>	<b>Ext. Price</b>	<b>ADA</b>
1	Class D - Low Floor Minivan - El Dorado National American	\$41,711.00	\$41,711.00	\$11,500.00
1	Freedman - Rear Lowered Bench Seat	\$0.00	\$0.00	
1	Back Up Camera System W/ Monitor	\$1,175.00	\$1,175.00	
1	Two Way Radio Power and Ground Wires	\$375.00	\$375.00	
			<b>Total</b>	<b>ADA</b>
			Base Price	\$41,711.00
			Option Total	\$1,550.00
			Document Prep Fee	\$55.00
			<b>Total</b>	<b>\$43,316.00</b>
			Non-Taxable	\$11,500.00
			Taxable Amount	\$31,816.00
Santa Cruz			Tax Total	\$2,783.90
			<b>Sub-Total</b>	<b>\$46,099.90</b>
			Procurement Fee 1.5%	\$649.74
			DMV Estimated Fee	\$0.00
			Tire Fee	\$8.75
			Delivery	\$0.00
			<b>Total</b>	<b>\$46,758.39</b>
			Number of Units	2
			<b>Final Total</b>	<b>\$93,516.78</b>







**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Ciro Aguirre, Chief Operations Officer  
**SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A  
CONTRACT EXTENSION WITH DAY WIRELESS SYSTEMS FOR LAND  
MOBILE RADIO NETWORK UPGRADE THROUGH AUGUST 3, 2015**

**I. RECOMMENDED ACTION**

**Authorize the CEO to execute a contract amendment with Day Wireless Systems to extend the contract for the Land Mobile Radio Network Upgrade through August 3, 2015.**

**II. SUMMARY**

- The Santa Cruz Metropolitan Transit District (METRO) entered into a contract with Day Wireless Systems for the Land Mobile Radio Network Upgrade on February 4, 2011.
- This contract is due to expire on February 3, 2015.
- Day Wireless Systems requires additional time to complete the Scope of Work. Therefore, Staff recommends extending the contract by six (6) months, with no changes to the terms and conditions.
- This is a no-cost time extension only.

**III. DISCUSSION/BACKGROUND**

In 2010, METRO entered into a contract with CDX Wireless for consulting services in order to obtain an objective assessment of METRO's 2-way Land Mobile Radio System (LMR), and provide recommendations for replacement and upgrades to this infrastructure. The assessment was required in order to comply with the Federal Communications Commission (FCC) mandate for narrowband transition, requiring that all Legacy 25 KHz 2-way radio systems be migrated to the Phase One, 12.5 KHz, by January 1, 2013. It was also indicated by the FCC that a further migration to Phase Two, 6.25 KHz, would be required at a future date to be determined.

METRO entered into a contract with Day Wireless Systems for the LMR Network Upgrade on February 4, 2011. The scope of this project was to be performed in two phases:

Phase 1:

In order to bring METRO into compliance with FCC narrowband migration by January 1, 2013, replacement and reprogramming of all equipment that was not FCC type certified for narrowband analog operation was required.

Phase 2:

Reconfigure and/or modify equipment under Phase 1. Provide all other equipment and services necessary to meet the requirements of the new LMR system: including the ability to migrate to Phase 2, 6.25 KHz, without further infrastructure investment. The major components consist of the following:

- a) Relocation of repeater site at Davenport CEMEX plant;
- b) Upgrade Mt. Biewlaski repeater site;
- c) Upgrade Kite Hill repeater site;
- d) Establish a repeater site at 701 Ocean Street; and,
- e) Establish a repeater site at Loma Prieta.

On January 1, 2013, METRO was fully compliant with the FCC mandate. Work on Phase 2 continues with approximately 85 percent of the project being completed.

To date, testing has been ongoing to determine areas of low transmission and reception in order to begin alignment of antennas and microwave technology in preparation of transitioning from analog to digital. Day Wireless Systems has experienced delays in completing the project due to various issues related to weather, Frequency Spectrum conflicts, and connectivity issues attributed to demarcation lines of authority between various service providers such as AT&T and Verizon. Additionally, METRO's application for establishing a repeater at the Loma Prieta site has been a challenging endeavor due to complications and delays from the California State Department of Finance, the entity that owns the Loma Prieta site, and the Department of Forestry and Fire Protection (CALFIRE).

The issues have been, or are being addressed, but have contributed to the project being behind schedule. As a result of these delays, the current contract with Day Wireless Systems is scheduled to expire on February 3, 2015 and additional time to complete the Scope of Work is required.

Staff recommends that the Board of Directors authorize the CEO to execute an amendment to the contract with Day Wireless Systems for the LMR Network Upgrade to extend the term of the contract to August 3, 2015. **Ciro Aguirre**, Chief

Operations Officer, will continue to serve as the Contract Administrator. This amendment will be for a time extension only.

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

This is for a time extension only. No additional funding is required at this time.

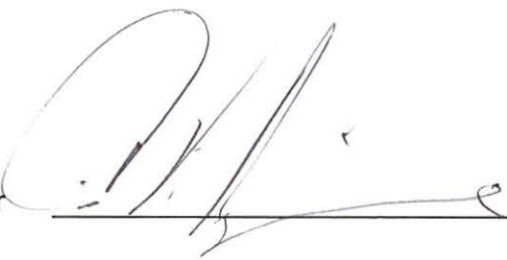
#### **V. ALTERNATIVES CONSIDERED**

- Do not extend this contract. Staff does not recommend this option, as METRO will require transition of its analog radio system to digital to meet future compliance with the Federal Communication Commission (FCC) mandated requirement for narrowband migration.
- Employ a different Service Provider. Staff does not recommend this as an option due to the complexity of the project and familiarity that the current vendor has with the project.

#### **VI. ATTACHMENTS**

**Attachment A:** Contract Amendment with Day Wireless Systems

**VII. APPROVALS:**

Ciro Aguirre, Chief Operations Officer 

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

Approved as to fiscal impact:  
Angela Aitken, Finance Manager 

Alex Clifford, CEO/General Manager 

# Attachment A

## **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FOURTH AMENDMENT TO CONTRACT NO. 11-03 FOR THE LAND MOBILE RADIO NETWORK UPGRADE**

This Fourth Amendment to Contract No. 11-03 for the Land Mobile Radio Network Upgrade is made effective December 15, 2014 between the Santa Cruz Metropolitan Transit District ("Santa Cruz METRO"), a political subdivision of the State of California, and Day Wireless Systems ("Contractor").

### **I. RECITALS**

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for Land Mobile Radio Network Upgrade ("Contract") on February 4, 2011.
- 1.2 The Contract is due to expire on February 3, 2015.
- 1.3 The Contract allows for extension upon mutual written consent.
- 1.4 Additional time is required by Contractor to complete the Scope of Work; therefore, Santa Cruz METRO and Contractor desire to amend the Contract to extend the Contract term.

Therefore, Santa Cruz METRO and Contractor 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 February 4, 2011 to August 3, 2015.

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

### **III. REMAINING TERMS AND CONDITIONS**

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

### **IV. AUTHORITY**

- 4.1 Article 7 is amended to include the following language:

Each party has full power to enter into and perform this Fourth Amendment to the Contract and the person signing this Fourth Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further

# Attachment A

acknowledges that it has read this Fourth Amendment to the Contract, understands it, and agrees to be bound by it.

Signed on \_\_\_\_\_

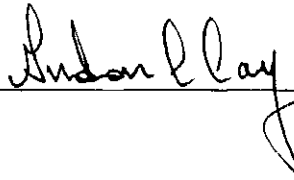
Santa Cruz METRO –  
SANTA CRUZ METROPOLITAN  
TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

\_\_\_\_\_


Contractor –  
DAY WIRELESS SYSTEMS

Gordon D. Day, President

  
\_\_\_\_\_

Approved as to Form:

Leslyn Syren, District Counsel

  
\_\_\_\_\_



**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Leslyn Syren, District Counsel  
**SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A NEW LEASE WITH JOSE VILLA DBA LA MANCHA**

**I. RECOMMENDED ACTION**

**That the Board of Directors authorize the CEO to execute a new Lease with Jose Villa dba La Mancha at the Watsonville Transit Center.**

**II. SUMMARY**

- A current tenant at the Watsonville Transit Center wishes to enter into a new Lease Agreement with Santa Cruz Metropolitan Transit District (METRO) for the space that he currently leases, kiosk #9.
- Staff has negotiated a new Lease, which has been executed by Jose Villa, dba La Mancha at the Watsonville Transit Center.
- Staff recommends authorizing the General Manager to execute the Lease which is attached.

**III. DISCUSSION/BACKGROUND**

Jose Villa has been successfully running his business “La Mancha” at the Watsonville Transit Center since 2006. Originally, he ran a sandwich and smoothie business out of kiosk #5.

Recently, an opportunity arose for Mr. Villa to move his business from kiosk #5 to kiosk #9, because the previous tenant, Taqueria Lida moved to the inside terminal space. METRO refurbished kiosk #9 and brought it up to code for cooking purposes. Mr. Villa was able to add cooked items to his menu and his business is currently flourishing in kiosk #9, providing food to transit riders.

The Lease for Mr. Villa expired on December 31, 2014. Staff negotiated a new Lease for this space, which is attached for the Board’s review and approval. The new Lease proposes a 3-year initial term, with 2 options to extend the term, each by one additional year, for a total of five years available for this new Lease. The current base rent is proposed at \$360.00/month for 240 square feet of space. This calculates to \$1.50 per square foot. Additionally, the tenant independently pays all of his own gas and electric to PG&E for this space, which is separately metered and in the tenant’s name.

Currently, METRO bills this tenant for monthly garbage costs and property insurance for the space, pursuant to the Lease. The new Lease proposes to include these charges into the all-inclusive rent at a monthly cost of \$40.00, excluding pest control, water, sewer and fire extinguisher maintenance which METRO will absorb (\$54.00 per month). The proposed all-inclusive rent is \$400.00/month for the first year of the Lease. The Lease also proposes rent increases each year on the anniversary date of the lease, in the sum of \$10.00 each year going forward.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

METRO would receive \$4,800.00 annually in rent from this tenant for the first year with increases each year thereafter.

**V. ALTERNATIVES CONSIDERED**

- Not renew this Lease, which is not recommended. This tenant has provided METRO with needed services at the Watsonville Transit Center. We believe these services are appreciated by our Transit riders.

**VI. ATTACHMENTS**

**Attachment A:** Transit Center Lease Agreement



**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



- THIS PAGE INTENTIONALLY LEFT BLANK -

**Attachment A**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**THIS LEASE** is made on January 1, 2015, between the **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**, a political subdivision of the State of California ("Landlord"), whose address is 110 Vernon Street, Santa Cruz, California, 95060, and, **Jose Villa dba La Mancha** ("Tenant"), whose address is 475 Rodriguez, Kiosk #9, Watsonville, CA 95076, who agree as follows:

## **RECITALS**

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

1. Landlord is the owner of certain real property commonly known as the Watsonville Transit Center (hereinafter "Center") at 475 Rodriguez, Watsonville, CA 95076. Said real property includes, without limitation, "Premises" which consists generally of kiosk #9, approximately 240 square feet of space.
2. Tenant is willing to lease the Premises from Landlord pursuant to the provisions stated in this lease.
3. Tenant wishes to lease the Premises described below for the purposes of operating, generally a **sandwich shop**.
4. Tenant has examined the Premises and is fully informed of their condition.

## **ARTICLE 1: PREMISES**

### **1.1 General**

Landlord leases to Tenant and Tenant leases from Landlord the real property located in the City of Watsonville, County of Santa Cruz, State of California, outlined in yellow in Exhibit A in the Center at 475 Rodriguez, Watsonville, CA 95076.

### **1.2 Airspace Rights**

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

## **ARTICLE 2: TERM**

### **2.1 Fixed Term**

The term shall commence **on January 1, 2015** and shall expire at 12:01 a.m. on **December 31, 2017**, unless sooner terminated in accordance with the provisions herein.

## **2.2 Inability to Deliver Possession**

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

## **2.3 Option to Extend Term**

Tenant shall have two (2) options to extend the term of its lease, each for an additional one (1) year period under the same terms and conditions specified herein provided Landlord receives written notification from Tenant exercising said option not later than ninety (90) days prior to the expiration of the initial three (3) year term. Tenant shall have no other right to extend the term beyond the options to extend the term as described herein.

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

- a. If Tenant fails to give Landlord an option notice, Tenant's rights under this Article 2 shall be deemed waived, and Landlord shall be free (without any further obligation to Tenant) to lease premises to anyone upon the same or any other terms and conditions and without any further obligation to Tenant, whether or not the terms and conditions of such lease are more or less favorable than those offered to Tenant.
- b. Tenant's extended term option shall be suspended during any period in which Tenant is in default under any provision of this Lease until said default has been cured. If Tenant fails to exercise its extension option in any instance when such rights may arise, Tenant's rights to the extension shall thereafter be deemed null and void and of no further force or effect. The period of time within which the extension option may be exercised shall not be extended or enlarged by reason of Tenant's inability to exercise such rights because of the foregoing provisions. All rights of Tenant to the extension option shall terminate and be of no further force or effect even after Tenant's due and timely exercise thereof, if, after such exercise, but prior to the commencement date of the term of the extension option: (1) Tenant fails to pay to Landlord a monetary obligation of Tenant for a period of ten (10) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); (2) Tenant fails to cure a material non-monetary default within thirty (30) days after Landlord gives written notice to Tenant of such default; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, the Tenant shall not be in default if it begins such cure within the thirty (30) day period described above and, thereafter, diligently prosecutes such cure to completion; or (3) Landlord gives to Tenant three (3) or more notices of default (and Tenant was in fact in default in such instances), whether or not such defaults are ultimately cured. Landlord's waiver of its right to terminate this Lease due to Tenant's default in any instance

shall not be deemed a waiver of the foregoing conditions precedent and conditions subsequent to the exercise of the extension option.

## **2.5 Extension Option Not Separately Assignable**

The extension options shall not be assignable separate and apart from this lease.

## **ARTICLE 3: RENT**

### **3.1 All-Inclusive Monthly Rent**

Tenant shall pay to Landlord as all-inclusive monthly rent, without deduction, setoff, prior notice, or demand, the sum of four hundred dollars (**\$400.00**), per month in advance on the first day of each month commencing on January 1, 2015. This amount includes minimum monthly rent in the sum of \$360.00 plus the sum of \$40.00, which includes all charges for water, sewer, garbage and property insurance. (see Paragraph 9.1(a)).

Tenant shall have a five day grace period for Landlord to receive the all-inclusive monthly rent. Rent will be delinquent if not received by Landlord on the 5<sup>th</sup> day of the month.

### **3.2 Annual Rent Adjustment**

The all-inclusive monthly rent provided for in Section 3.1 shall be subject to adjustment at the commencement of the second year of the term and each year thereafter (the "adjustment date"), as follows:

- a. On January 1, 2016, minimum monthly rent shall be increased to \$410.00.
- b. On January 1, 2017, minimum monthly rent shall be increased to \$420.00.
- c. On January 1, 2018, minimum monthly rent shall be increased to \$430.00.
- d. On January 1, 2019, minimum monthly rent shall be increased to \$440.00.

### **3.3 Refund of Prepaid and Unearned Minimum Monthly Rent**

If this lease terminates before the expiration date for reasons other than the Tenant's default, minimum monthly rent shall be prorated to the date of termination, and Landlord shall immediately repay to Tenant all minimum monthly rent then prepaid and unearned.

### **3.4 Due Dates and Delinquent Dates for Rent Payments**

- a. Amounts due Landlord for all-inclusive monthly rent (Section 3.1), late rent charges (Section 3.4), "increase in insurance due to use" (Section 5.2.1), "fire and other perils insurance" (Section 10.3), and other rent for which specific

payment dates or periods are identified in this lease, are due and payable, without deduction, setoff, prior notice or demand, on the dates indicated herein, and are delinquent on the fifth (5<sup>th</sup>) business day thereafter. All rent payments for which no specific due dates are specified in this lease, including, without limitation, additional rent (Section 3.5), security deposit (Article 4), maintenance (Article 6), Utilities and Services (Article 9) and insurance (Article 10), are due and payable upon receipt of Landlord's invoice, and are delinquent eight (8) calendar days thereafter, if served personally, or ten (10) calendar days after the date of postmark, if sent by prepaid, first-class mail.

- b. A "business day" for purposes of this Article is any day on which the administrative office of the Santa Cruz Metropolitan Transit District is open for regular business.

### **3.5 Late Rent Charges**

Rent not paid when due shall bear interest from the first day after it is due until paid at the rate of 10 per cent per annum. Tenant acknowledges that late payment by Tenant to Landlord of any rent shall cause Landlord to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges. Therefore, if any amount of rent due from Tenant is not received by Landlord when due, for any cause, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue rent as a late charge, in addition to the interest charge specified above. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the rights and remedies available to Landlord.

### **3.6 Taxes Paid by Tenant; Additional Rent**

- a. Tenant agrees to pay before delinquency all taxes, assessments, license fees, and other charges which at any time may be levied by the State of California, County of Santa Cruz, City of Watsonville (including, without limitation any promotional tax due), or any other tax or assessment, levied upon any interest in this lease or any possessory right which Tenant may have in or to be the Premises covered hereby or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on commodities, goods, merchandise, foods, beverages, fixtures, appliances, equipment and property owned by it in, on, or about said Premises. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments. Amounts paid through Landlord for any aforementioned expense (including, without limitation, promotional tax) shall be considered additional rent for purposes of this lease.

- b. If this Lease expires prior to the determination of the amount of such taxes and assessments for the last year in which the Lease expiration occurs, Tenant shall nevertheless promptly pay such percentage following notice from Landlord appropriately prorated for the portion of the Lease term that falls within such last year.
- c. This lease may create a possessory interest subject to property taxation. Tenant is hereby notified that the lease may be subject to property taxes. (See California Revenue and Tax Code §107.7.)

### **3.7 Payment for Permits**

Tenant shall be solely responsible to obtain and pay for use permits, necessary design review permits and building permits

### **3.8 Negation of Partnership**

Landlord shall not become or be deemed a partner or a joint-venturer with Tenant by reason of the provisions of this lease.

### **3.9 Payment of Rent**

All rent shall be paid in United States currency and shall be paid to Landlord at the address below.

Santa Cruz Metropolitan Transit District  
ATTN.: Finance Department  
110 Vernon Street  
Santa Cruz, CA 95060

## **ARTICLE 4: SECURITY DEPOSIT**

Tenant currently has on deposit with Landlord **six hundred dollars and no cents (\$600.00)** as a security deposit for the performance by Tenant of the provisions of this lease upon execution of this lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damages sustained by Landlord resulting from Tenant's default including reasonable attorney's fees. Tenant shall within 10 days of demand pay to Landlord a sum equal to the portion of the security deposit expended or applied by Landlord as provided in this Article so as to maintain the security deposit in the sum initially deposited with Landlord. Tenant's failure to do so shall be a material default under this Lease. If Tenant is not in default at the expiration or termination of this lease, Landlord shall return the security deposit to Tenant within thirty (30) days. Landlord's obligations with respect to the security deposit are those of a debtor and not a trustee. Landlord can maintain the security deposit separate and apart from Landlord's general funds or can commingle the

security deposit with Landlord's general funds. Landlord shall not be required to pay Tenant interest on the security deposit.

## **ARTICLE 5: USE; LIMITATIONS ON USE**

### **5.1 Use**

- a. Tenant shall use premises for a **sandwich shop** as more particularly set forth herein, and for no other use without Landlord's written consent. Said use (including, without limitation, limitations on use) is further described in Exhibit B attached hereto and made a part hereof.
- b. No other business shall be conducted on the Premises by Tenant except upon the prior written consent of the Landlord. Landlord shall not be a guarantor or otherwise liable to Tenant for Landlord's exercise of discretion in allowing any type of business to lease space at the Center or in consenting to a change of any other Tenant's business use located at the Center. Landlord shall not be a guarantor of Tenant's business or of insuring that individuals who ride landlord's buses shop at or utilize tenant's business.
- c. Tenant shall continuously use the Premises for the uses specified in this lease and shall continuously merchandise the Premises, during the hours specified in Exhibit B. If the Premises are destroyed or partially condemned and this lease remains in full force and effect, Tenant shall continue operation of its business at the Premises to the extent reasonably practicable from the standpoint of good business judgment during any period of reconstruction. Tenant shall not use any space in the restaurant area for office, clerical, and other non-service or non-selling purposes.
- d. Tenant specifically agrees that the premises are not to be used for any interior or exterior storage of toxic or hazardous chemicals or materials other than those associated with Tenant's business subject to Landlord's approval. The business conducted by the Tenant on the Premises shall be of a character and nature that will not be detrimental to the value of the Premises. No use shall be made or permitted to be made of the Premises, nor acts done in or about the Premises, which will in any way conflict with any law, ordinance, rule or regulation affecting the occupancy or use of the Premises, which are or may hereafter be enacted or promulgated by any public authority, or which will increase the existing rate of insurance upon the building or cause a cancellation of any insurance policy covering the building or any part thereof. Nor shall Tenant permit to be kept, or use in or about the Premises, any article which may be prohibited by the standard form of fire insurance policy maintained by Landlord. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant(s) in the Metro Center, nor, without limiting the generality of the foregoing, shall Tenant allow said Premises to be used for an improper, immoral, unlawful, or unethical purpose.



## **5.2 Limitations on Use**

Tenant's use of the Premises as provided in this lease shall be in accordance with the following:

### **5.2.1 Cancellation of Insurance; Increase in Insurance Rates**

- a. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance or an increase in the rate of any insurance covering the Premises.
- b. If the rate of any insurance (including, without limitation, any fire, casualty, liability, or other insurance policy insuring Landlord, Landlord's property, and Tenant at the Center, or any of Tenants' property) carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium. Said payment shall be made within ten (10) days before the date Landlord is obligated to pay premium on the insurance, or within ten (10) days after Landlord delivers to Tenant a certified statement from Landlord's insurance carrier stating that the rate increase was caused solely by an activity of Tenant on the Premises as permitted in this lease, whichever date is later.
- c. Tenant shall comply at its expense, to the requirements of applicable fire control agencies having jurisdiction over the Premises, including, without limitation, any restrictions on occupancy and the provision of fire extinguishers. Tenant's obligation under this section shall include at Tenant's cost the obtaining and maintaining of any business license, use permits, design review permits for signs, and the building permits for any tenant improvements, or any other federal, state or local government requirement.
- d. Except that Tenant shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Premises unless the alterations, maintenance, or restoration are required as a result of Tenant's particular and specific use of the Premises at the time or as a result of Tenant's own construction on the Premises or is include in another section of this lease as an obligation of Tenant. Landlord shall make any alterations, maintenance, or restoration to the Premises required by such laws that Tenant is not obligated to make. Notwithstanding, the foregoing Tenant shall not alter the premises in any fashion without Landlord's written approval.

### **5.2.2 Deliveries**

Tenant shall not allow deliveries of any kind to use the bus lanes at the Center. Additionally, Tenant's employees and customers shall be restricted to park in areas other than the bus lanes.

### **5.2.3 Waste; Nuisance**

- a. Tenant shall not use the Premises or common area, or permit or suffer the Premises to be occupied or used, in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises) to other users of the Center.
- b. Tenant shall not use the Premises or common area for sleeping, for residential purposes or washing clothes, or the preparation, manufacture, or mixing of anything that might emit any objectionable odor or objectionable noises or lights into the Center.
- c. No secondhand store, auction, distress or fire sale, or bankruptcy or going-out-of-business sale may be conducted on the Premises or common area without Landlord's written consent. Tenant shall not sell or display merchandise outside the confines of the Premises or in the common area.

### **5.2.4 Overloading**

- a. Tenant shall not do anything on the Premises that will cause damage to the premises or to the Center.
- b. The Premises shall not be overloaded. No machinery, apparatus, or other appliance shall be used or operated in or on the Premises that will in any manner injure, vibrate, or shake the Premises and or the Center including the parking areas.

### **5.2.5 Hours of Operation**

- a. Tenant agrees not to leave the Premises unoccupied or vacant during regular business hours as defined by the Landlord. Tenant shall continuously during the entire term hereof conduct and carry on Tenant's aforesaid business on the Premises, and shall keep said Premises open for business and cause such business to be conducted thereon, during each and every day and for such number of hours each day, as is established in Exhibit B of this Lease.
- b. Landlord may, at its option, change the hours of operation for Tenant's business, which are set forth in Exhibit B. Landlord may, at its option, and for good cause, permit Tenant to temporarily close down said business or otherwise limit operations. However, Tenant must submit a written request to the Board of Directors of Landlord for any change or to temporarily close its business. The decision of the Board of Directors shall be final and binding

### 5.2.6 Rules and Regulations/Common Area

- a. Tenant acknowledges that this lease is made on property owned by Landlord and under Landlord's exclusive control. Said property is primarily devoted to the provision of transit services for the public. Tenant agrees that it shall do nothing to interfere with Landlord's transit services. Tenant further acknowledges that the primary duties of Landlord are to operate transit services safely; and Tenant hereby agrees to abide by all laws, ordinances, directives, rules and regulations existing or hereafter made for the government, management, maintenance, and operation of the Center, including such directives as to usage of the Center as may be promulgated by any government agency including the Board of Directors, officers or representatives of the Landlord in their official or departmental capacity. Tenant further agrees that such directives, rules, regulations, ordinances and conditions as may be imposed by any governmental agency or Landlord through its Board of Directors, administrative officers, department heads or duly authorized representatives, shall be subject to immediate compliance by Tenant. Tenant acknowledges that it has read and reviewed the Center Rules and Regulations, which are attached hereto as Exhibit C and incorporated herein by reference and agrees to follow them.

Certain areas have been constructed by Landlord within the Premises for the general use, convenience and benefit of the users and occupants of the Center and their customers and employees, including the lobby, sidewalks, landscaped areas and other areas for pedestrian use (herein called the "Common Area"). Except as may be limited herein, Tenant shall have the non-exclusive right for itself and for its customers, invitees, employees, contractors, subtenants and licenses to use the Common Area in common with Landlord and other persons permitted to use the same for pedestrian ingress, egress and access. Tenant shall do nothing to interfere with anyone's use of the common area. However, Tenant shall have no right to utilize the space specifically reserved by Landlord for its own use or the use of its employees.

- b. Tenant shall be responsible for its proportionate share of the costs of the Common Area including the maintenance costs, and all improvements and facilities situated thereon and required in connection therewith. Any increases to common area charges shall be assessed based upon the useful life of the improvement taking into account the remaining term of the lease.

### 5.2.7 Limitation

- a. This lease is made for commercial purposes related to the operation of the Center, and no use shall be made of the Premises by Tenant that would, in Landlord's opinion, interfere with transit operations and operation of the Center or any other Center's business in any manner or form.

## **ARTICLE 6: MAINTENANCE**

### **6.1 Landlord's Maintenance**

- a. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Premises; whether such damage or injury is caused by or results from: 1) fire, steam, electricity, water, gas or rain; 2) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; 3) conditions arising in or about the Premises or upon other portions of any building which the Premises is part, or from other sources or places; or 4) any act or omission of the Tenant, Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant, as a material part of the consideration to be rendered to Landlord, hereby waives all claims against Landlord for the foregoing damages from any cause arising at any time.

### **6.2 Tenant's Maintenance**

- a. Tenant at its cost shall maintain, in good condition, all portions of the Premises, both inside and out, including, without limitation, all signs, storefronts, plate glass, show windows, all Tenant's personal property, restrooms, fixture maintenance (i.e. light bulbs.), and periodic services of heating and ventilation, electric and electronic equipment as recommended by the manufacturer (HVAC system, door maintenance etc.). Tenant is responsible for building upkeep including cleaning of interior paint, exterior and interior graffiti and broken plate glass.
- b. Tenant shall be liable for any damage to the building in which the Premises are located resulting from the acts or omissions of Tenant or its authorized representatives or its employees or its customers. Landlord is not responsible for the repair of the Premises for damage caused by third parties, including Tenant, its employees, its representatives, or its customers.

## **ARTICLE 7: REPAIRS AND ALTERATIONS**

- a. Tenant will take good care of the Premises and promptly notify the Landlord in writing of any damage caused thereto by Tenant, its employees or invitees and will not make any repairs or alterations without written permission of Landlord first had and obtained, and consent for same shall not be unreasonably withheld by Landlord. Any alterations or improvements made shall remain on and be surrendered with the Premises on expiration or termination of the term, except that Landlord can elect within thirty (30) days before expiration of the term, or within five (5) days after termination of the term, to require Tenant to remove any alterations or improvements that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election before

**Attachment A**  
SANTA CRUZ METRO LIGHT RAIL TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

the last day of the term, or within thirty (30) days after notice of election is given, whichever is later, and Tenant shall be liable for rent during any such period. Tenant shall keep the premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

- b. Landlord shall be under no obligation to make any repairs, alterations or improvements to or upon the Premises, or any part thereof, at any time except as provided in this Lease. Landlord shall at its sole cost and expense, at all times during the term hereof, repair and maintain the roof and exterior walls (other than plate glass, and doors, and roll-up doors) and foundations of the building in which the Premises are located; provided that Tenant shall reimburse Landlord for the cost and expense of repairing any and all damage to the roof, foundation or exterior walls of the Premises resulting from the acts or omissions of Tenant, Tenant's agents, employees, customers or invitees.
- c. Tenant shall, except for the intentional or negligent acts or omissions of Landlord, its agents, or employees, at its sole cost and expense, at all times during the term hereof, keep and maintain the Premises, the improvements thereon and every part thereof (including but not limited to plate glass, heating, ventilating, and air conditioning equipment, store fronts and doors, awnings and roll-up doors) in good and sanitary order, condition and repair and in compliance with all laws and regulations applicable thereto.
- d. Landlord may, at any time and for any reason during the term and any extensions thereof, remodel all or any part of the Center. Landlord's rights to remodel include, without limitation, the right to enclose, cover, re-configure, reposition or otherwise modify any part of the building in which the Premises are a part. Landlord shall not unreasonably interfere with Tenant's business as a result of alterations or improvements.

**ARTICLE 8: TRADE FIXTURES**

Subject to the provisions of Paragraph 7, above, Tenant may install and maintain its trade fixtures on the Premises, provided that such fixtures, by reason of the manner in which they are affixed, do not become an integral part of the Center or Premises. Tenant, if not in default hereunder, may at any time or from time to time during the term hereof, or upon the expiration or termination of this Lease, alter or remove any such trade fixtures so installed by Tenant, and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures shall be promptly repaired by Tenant at the expense of Tenant. If not so removed by Tenant within thirty (30) days of the expiration or sooner termination of this Lease, said trade fixtures shall, at Landlord's option, become the property of Landlord or Landlord, at its option, may remove said trade fixtures and any damage to the Premises caused by such installation, alteration or removal of such trade fixtures and the cost of such removal shall be paid by Tenant to Landlord upon demand.

## **ARTICLE 9: UTILITIES AND SERVICES**

9.1 Landlord and Tenant shall be responsible for electrical utilities and services as follows:

- a. Tenant shall pay to Landlord on a monthly basis (or other period as may be established by Landlord) the sum of \$40.00, which will include all charges for water, sewer, garbage and property insurance. Said sum will be due and payable on the same day as the monthly rent is due.
- b. If Landlord is required to construct new or additional utility installations, including, without limitation, wiring, plumbing, conduits, and mains resulting from Tenant's changed or increased utility requirements, Tenant shall on demand pay to Landlord the total cost of these items;
- c. Landlord shall not be liable for failure to furnish utilities or services to the premises, but in case of the failure, Landlord will take all reasonable steps to restore the interrupted utilities and services;
- e. Tenant agrees to keep premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or omissions.
- f. Utility charges may be separately determined by Landlord based on utility rating of Tenant's use of premises and the common areas, as a percentage of the total utility use by those sharing the same meter, or as metered use. Landlord shall bill the Tenant as deemed appropriate. If deemed appropriate by Landlord, Tenant shall pay directly to the appropriate supplier the cost of all heat, light, power, and other utilities and services supplied to the premises. If Landlord authorizes Tenant's premises to be separately metered, then Tenant shall pay for the full cost of the installation of the meter.
- g. Landlord can discontinue, without notice to Tenant, any of the utilities or services furnished to the premises for which Tenant fails to reimburse Landlord on a prompt basis as provided in this Article, and no such discontinuance shall be deemed an actual or a constructive eviction.

## **ARTICLE 10: INDEMNITY AND EXCULPATION; INSURANCE**

### **10.1 Tenant's Indemnification of District**

Tenant shall exonerate, indemnify, defend, and hold harmless Landlord (which shall include, without limitation, its officers, agents, employees and volunteers) and the property of Landlord from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Landlord may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Tenant's lease or use

of the Premises under the terms of this Lease including any condition of the Premises or any portion thereof over which Tenant has control and/or a duty to repair and/or maintain under the terms of this Lease. Such indemnification includes any damage to the person(s), or property (ies) of Tenant and third persons. Notwithstanding the foregoing Landlord shall be solely responsible for claims, demands, losses, damages, defense costs or liability of any kind or nature arising from its own transit operation at the Center so long as such claim, demand, loss, damage, defense costs or liability is not due to Tenant's negligence, intentional act or omission or due to Tenant's failure to meet its obligations under this lease.

## **10.2 Liability Insurance**

- a. Tenant further agrees to take out and keep in force during the life hereof, at Tenant's expense, public liability insurance, property damage insurance and products liability insurance, with a company or companies satisfactory to Landlord to protect Landlord against any liability incident from the use of, or resulting from, any accident or occurrence in or about said Premises, with a single combined public and products liability and property damage limit of at least ONE MILLION DOLLARS (\$1,000,000) for any one accident or occurrence.
- b. All public liability insurance, products liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 10.1. Said policy or policies shall require that in the event of cancellation of any policy, the insurance carrier shall notify Landlord in writing at least thirty (30) days prior thereto, and Tenant agrees, if Tenant does not keep such insurance in full force and effect, that Landlord may, at its option either terminate this lease, or take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed due and owing to landlord on the next day upon which rent becomes due. Tenant shall have the insurance carrier(s) also notify Landlord thirty (30) days in advance of any modifications reducing the coverage of said policy (ies), and in the event that any of said insurance carriers do not notify Landlord of any modification, Tenant shall do so upon receiving notice of such modification. Tenant agrees that Landlord shall be named on said insurance coverage as an additional insured party in accordance with the foregoing covenants, and that cross-liability coverage in favor of Landlord shall be provided. Tenant shall furnish Landlord with evidence of insurance satisfactory to Landlord upon execution of this Lease and at such times as Landlord deems appropriate. Said policy or policies shall further provide that any insurance carrier of Landlord's shall be excess insurance only, as to the liability insured thereby.
- c. Landlord may increase or decrease the amount of public liability, products liability, and property damage insurance required, based upon a general review by Landlord of the standard insurance requirement as determined by the Board of Directors of Landlord to be in the public interest and required for all other Tenant's at the Center. Changes in insurance amounts shall occur not more frequently than once a year.

### **10.3 Fire and Other Perils Insurance**

- a. Landlord shall provide Fire and Other Insurance with respect to the Premises, except that Landlord shall not provide earthquake and flood insurance. Insurance shall be obtained in the name of Landlord covering said leased Premises and all fixtures therein against loss by reason of the perils of fire, lightning, vandalism and malicious mischief, and endorsed to include extended coverage, said policy to be on a replacement cost basis, and to be maintained in full force and effect throughout the term of this lease. Said policy or policies shall provide that the loss payable shall be paid to Landlord.
- b. The "full replacement value" of the building and other improvements to be insured shall be determined by the company issuing the insurance policy at the time the policy is initially obtained. Not more frequently than once every three (3) years, either party shall have the right to notify the other party that it elects to have the replacement value determined by an insurance company. The determination shall be made promptly and in accordance with the rules and practices of the Board of Fire Underwriters, or a like board recognized and generally accepted by the insurance company, and each party shall be promptly notified of the results by the company. The insurance policy shall be adjusted according to the determination.
- c. The pro rata cost (based on the percentage of Tenant's Premises square footage in the Center) of said insurance shall be paid by Tenant, and shall reflect Tenant's business nature and size insofar as they measurably affect the Landlord's premiums. If any other tenant of the building of which the demised Premises are a part is conducting a business or otherwise engages in an activity or omits to take a precaution that the insurer identifies as producing a specified higher insurance rate than would be produced by the business and conduct of Tenant, such additional insurance rates will not be passed on to Tenant, even on a pro rata basis. Landlord will be the final authority regarding Tenant's share of the cost of the insurance. Landlord shall inform Tenant of its actual cost of the insurance at the commencement of the lease. Payment of Tenant's insurance cost shall be in addition to all other required rent and is due within ten (10) calendar days of mailing.
- d. Landlord may increase or decrease the amount of fire and other perils insurance required based upon a general review by Landlord of the standard insurance requirement as resolved by the Board of Directors of Landlord to be in the public interest.
- e. Landlord is not responsible for the acts or omissions of third parties against Tenant.

### **10.4 Tenant's Fire and Malicious Mischief Insurance**

Tenant shall maintain on all its personal property (including unattached movable business equipment) in, on, or about the Premises, a policy of standard fire and extended and malicious mischief endorsements, to the extent of one hundred percent



(100%) of their full replacement value. Landlord shall be named as an additional insured.

### **10.5 Plate Glass Insurance**

Tenant at its cost shall maintain full coverage plate glass insurance on the Premises. Landlord shall be named as an additional insured.

### **10.6 Tenant's Business Interruption Insurance**

Tenant at its cost shall maintain business interruption insurance insuring that the minimum monthly rent will be paid to Landlord for a period of up to two (2) years if the Premises are destroyed or rendered inaccessible by a risk insured against by a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements.

### **10.7 Proof of Insurance**

Tenant shall provide proof of insurance evidencing at least the minimum levels of coverage described herein on or before the date of execution of this lease and thereafter on an annual basis or at such times as Landlord requests such proof of insurance.

### **10.8 Other Insurance Matters**

All insurance required under this lease shall:

- a. Be issued by insurance companies authorized to do business in the State of California, with a financial rating of at least an A + 3A status as rated in the most recent edition of Best's Insurance Reports.
- b. Be issued as a primary policy.
- c. Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.
- d. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy.

**ARTICLE 11: DESTRUCTION**

**DAMAGE OR DESTRUCTION**

In the event the premises, or the building or other improvements in which the premises are located, shall be damaged by and the cause of said damage is covered by insurance so that the damage thereto is such that the premises, or the building and other improvements in which the premises are located, may be repaired, reconstructed or restored within a period of ninety (90) days, landlord shall promptly commence the work or repair, reconstruction and the restoration, and shall diligently prosecute the same to completion through the use of the insurance proceeds. . If the insurance is not sufficient to fully pay for the repairs, reconstruction or restoration, Landlord shall notify Tenant in writing of same and Tenant shall have the option to pay the cost of said repairs, reconstruction or restoration over and above the available insurance proceeds. Should Tenant not elect to pay said excess costs, either party may terminate this Lease by giving written notice of same to the other party. During this period of time, this Lease shall continue in full force and effect except that Tenant shall not be liable for monthly rent if the Premises are totally destroyed or unusable for safety and health reasons as determined by the applicable municipal safety and health departments, so long as this restriction is not caused by Tenant. Tenant would be liable only for monthly rent in proportion to usable space if partially destroyed. If the Premises, or the building or other improvements in which the Premises are located, cannot be restored within ninety (90) days, either Tenant or Landlord has the option to terminate this Lease by giving written notice to the other

**ARTICLE 12: ASSIGNMENT**

**12.1 ASSIGNMENT AND SUBLETTING**

- a. Tenant shall not, either voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof, without Landlord's prior written consent. Landlord's consent shall not be unreasonably withheld provided:
  - (i) The same quality of business and financial soundness of ownership and management is maintained and will continue to be maintained in a manner compatible with the high standards contemplated by this Lease.
  - (ii) That each and every covenant, condition or obligation imposed upon Tenant by this Lease, and each and every right, remedy or benefit afforded Landlord by this Lease is not thereby impaired or diminished;
  - (iii) Tenant remains liable for performance of each and every obligation under this Lease to be performed by Tenant;

**Attachment A**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

- (iv) As to subletting, Landlord shall receive One Hundred Percent (100%) of the gross rent paid by any assignee/sub-tenant in excess of the gross rent otherwise payable to Landlord pursuant to this Lease;
  - (v) Tenant reimburses Landlord for Landlord's reasonable costs and professional fees (legal and/or accounting) incurred in conjunction with the processing and documentation of any such requested assignment or subletting of this Lease by Tenant.
- b. If Tenant desires at any time to assign this Lease, or sublet any portion of the Premises, Tenant shall first notify Landlord of its desire to do so and shall submit in writing to Landlord, at least sixty (60) days but not more than one hundred and twenty (120) days before the intended date of assignment/subletting, the name of the proposed assignee/subtenant, the nature of the proposed assignee's/subtenant's business to be carried on in the Premises, the terms and provisions of the proposed assignment/subletting, and such reasonable financial information as Landlord may request, certified by the proposed assignee/subtenant as being true and correct as of the date of certification.

**ARTICLE 13: DEFAULT**

**13.1 Tenant's Default**

- a. The occurrence of any of the following shall constitute a default by Tenant:
- 1. Failure to pay rent when due and in the manner provided in the lease if the failure continues for three (3) days after a notice has been sent to Tenant; or additional rent or any other monetary sums required to be paid;
  - 2. Failure to occupy the Premises and/or operate the Tenant's business as described herein on the Premises; (Tenant shall be conclusively presumed to have defaulted if Tenant leaves the Premises closed or unoccupied continuously for fifteen (15) days, whether or not the tenant is in default as to its rental obligation;
  - 3. Failure to perform any other provision of this lease if the failure to perform is not cured within three (3) days after notice has been given to Tenant. If the provisions of the lease violated by the Tenant cannot be performed within the three-day notice period described herein, Landlord shall not be required to give notice demanding the performance of the violated provisions of the lease;
  - 4. The filing or commencement of any proceeding by or against Tenant under the Federal Bankruptcy code whether voluntary or involuntary, if not dismissed within sixty (60) days from the date of filing, shall constitute a default under this Lease;

5. Either the appointment of a receiver to take possession of all, or substantially all, of the assets of Tenant or garnishment of or levy or writ of execution on, all or substantially all of the assets of Tenant which remains in effect for more than sixty (60) days, or a general assignment by Tenant for the benefit of creditors, shall constitute a default of this Lease by Tenant. Notices given under this Article shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this lease or pay the rent that is in arrears, as the case may be, within applicable period of time, or quit the Premises. No such notice shall be deemed forfeiture or a termination of this lease unless Landlord so elects in the notice;

## **13.2 Landlord's Remedies**

### **13.2.1 Cumulative Nature of Remedies**

Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or in equity.

### **13.2.2 Tenant's Right to Possession Not Terminated**

- a. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitation, brokers' commissions, expenses of remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining term of this lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any re-letting. No act by Landlord allowed by this Article shall terminate this lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this lease, but Tenant shall not be released from liability under the lease terms. Landlord's consent to a proposed assignment or subletting shall not be unreasonably withheld.
- b. If Landlord elects to re-let the Premises as provided in this Article, rent that Landlord receives from re-letting shall be applied to the payment of:
  1. First, any indebtedness from Tenant to Landlord other than rent due from Tenant;
  2. Second, all costs, including for maintenance, incurred by Landlord in re-letting;

**Attachment A**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

3. Third, rent due and unpaid under this lease. After deducting the payments referred to in this Article, any sum remaining from the rent Landlord receives from re-letting shall be held by Landlord and applied in payment of future rent as rent becomes due under this lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this lease, the rent received from the re-letting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including for maintenance, Landlord incurred in re-letting that remain after applying the rent received from the re-letting as provided in this Article.

### **13.2.3 Termination of Tenant's Right to Possession**

- a. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this lease. Acts of maintenance, efforts to re-let the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant:
  1. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this lease;
  2. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
  3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and,
  4. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.
- b. "The worth, at the time of the award," as used in items "1" and "2" of this Article 13.2.3, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of the award," as referred to in item "3" of this Section 13.2.3, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%.

### **13.2.4 Landlord's Right to Cure Tenant's Default**

Landlord, at any time after Tenant commits a default, can cure the default at Tenant's

**Attachment A**  
SANTA CRUZ METRO CENTER TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

**ARTICLE 14: SIGNS**

- a. Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the Premises, the doors, or the exterior walls or roof of the building in which the Premises are located or any interior portions of the Premises that may be visible from the exterior of the Premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's written consent and any necessary approval from the City of Watsonville. Any signs approved by Landlord and placed on the Premises shall be at Tenant's sole cost. Landlord at Tenant's cost can remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.
- b. Tenant shall not, without Landlord's written consent, place, construct, or maintain on the Premises any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media. Tenant shall not solicit business in, on, or about the public areas, or distribute handbills or other advertising or promotional media in, on, or about the public areas at Metro Center without written consent of landlord, except that Tenant shall be entitled to engage in radio, television, and newspaper advertising as is customarily used for the type of business in which Tenant is engaged.
- c. Any sign that Landlord grants Tenant the right to place, construct, and maintain shall comply with all laws and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.
- d. Landlord shall have the right to use for its signs the exterior walls and roof of the building in which the Premises are located.

**ARTICLE 15: LANDLORD'S ENTRY ON PREMISES**

- a. Tenant will permit Landlord and its agents to enter into and upon the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same, or for the purpose of protecting the interest therein of Landlord, or to post notices of non-responsibility, or to service or make alterations, repairs or additions to the Premises or to any other portion of the building in which the Premises are situated, including the erection of scaffolding, props, or other mechanical devices and will permit Landlord at any time within ninety (90) days prior to the expiration of

**Attachment A**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

this Lease, to bring prospective tenants, broker or agents upon the Premises for purposes of inspection or display. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this Article.

- b. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Article.
- c. Landlord shall conduct its activities on the Premises as allowed in this Article in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

**ARTICLE 16: SUBORDINATION AND OFFSET STATEMENT**

Tenant agrees that this Lease is subordinate to any mortgage, trust deed or like encumbrance heretofore or hereafter placed upon said Premises by Landlord or his successors in interest to secure the payments or moneys loaned, interest thereon and other obligations. Tenant also agrees to promptly execute and deliver to Landlord from time to time, as demanded by Landlord, an offset statement or estoppel certificate containing such acts: as are within the knowledge of and are available to Tenant pertaining to this Lease, as a purchaser of the leased property or a lender may reasonably require if said statement is prepared for signing by Landlord. Failure to deliver the executed offset statement or estoppel certificate to Landlord within ten (10) days from receipt of same, shall be conclusive upon Tenant for the benefit of the party requesting the statement or certificate, or his successor, that this Lease is in full force and effect and has not been modified except as may be represented by Landlord in the statement or certificate delivered to Tenant.

**ARTICLE 17: NOTICE**

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally by depositing the same in the United States Postal Service, registered or certified mail, return receipt requested with the postage prepaid, addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address by compliance with this section. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this Article 17.

Landlord:  
Santa Cruz Metropolitan Transit District  
110 Vernon Street  
Santa Cruz, CA 95060  
ATTN: District Counsel

**Attachment A**  
SANTA CRUZ METRO TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

Tenant:  
Jose Villa  
475 Rodriguez, #9  
Watsonville, CA 95076

**ARTICLE 18: WAIVER**

- a. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such a right or remedy or be construed as a waiver.
- b. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.
- c. No act or conduct of Landlord, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the lease.
- d. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.
- e. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the lease.

**ARTICLE 19: SURRENDER OF PREMISES; HOLDING OVER**

**19.1 Surrender of Premises**

- a. On expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations to the Premises in good condition (except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the Premises, except for alterations that Tenant has the right to remove or is obligated to remove under the provisions herein. Tenant shall remove all its personal property within the above stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or tenant's personal property within the time periods stated in this Article.
- b. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to



Tenant resulting from Landlord's retention or disposition of any such alterations or tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposition of any alterations or tenant's personal property.

- c. If Tenant fails to surrender the Premises to Landlord on expiration as required by this Article, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

## **19.2 Holding Over**

If Tenant, with Landlord's written consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Landlord to Tenant terminating this lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' written notice given at any time by either party. All provisions of this lease, except those pertaining to term, shall apply to the month-to-month tenancy. Additionally, if a month-to-month tenancy occurs, Landlord shall impose a cost-of-living increase to the month rent.

## **ARTICLE 20: MISCELLANEOUS PROVISIONS**

### **20.1 General Conditions**

#### **20.1.1 Time of Essence**

Time is of the essence of each provision of this lease.

#### **20.1.2 Corporate Authority**

If Tenant is a corporation, Tenant shall deliver to Landlord on execution of this lease a certified copy of a resolution of its board of directors authorizing the execution of this lease and naming the officers that are authorized to execute this lease on behalf of the corporation.

#### **20.1.3 Successors**

This lease shall be binding on and inure to the benefit of the parties and their successors, except as provided in Article 12.

#### **20.1.4 Rent Payable in U.S. Money**

Rent and all other sums payable under this lease must be paid in lawful money of the United States of America.

**20.1.5 Real Estate Brokers; Finders**

Each party represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this lease in any manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the other party has or purportedly has dealt.

**20.1.6 Status of Parties on Termination of Lease**

In the event of termination, the rights and obligations of the parties, which by their nature survive termination covered by this Lease, shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Lease shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended, and the hold harmless agreement and insurance provisions, contained in Article 10 shall survive.

**20.1.7 Exhibits--Incorporation in Lease**

All exhibits referred to are attached to this lease and incorporated by reference.

**20.1.8 Licenses and Permits**

It shall be Tenant's responsibility, at Tenant's sole cost and expense, to obtain all necessary licenses and permits to carry out the terms of this lease and to operate the business above mentioned on the leased Premises. Landlord makes no representation as to the availability of and opportunity for licenses and permits for any leased Premises at the Center.

**20.1.9 Pest Control**

Landlord shall contract with a licensed pest control firm for the control of pests in the Premises. The duration, extent, and frequency of pest control measures shall be determined by Landlord. Tenant shall reimburse Landlord for the costs incurred by Landlord for this service on a quarterly basis.

**20.1.10 Drug and Alcohol Policy**

Tenant and its employees shall not use, possess, manufacture, or distribute alcohol or illegal drugs while on the premises at Metro Center or at any District facility, or distribute same to Landlord's employees, passengers, or the general public.

**20.1.11 Smoke Free**

The Center is a smoke free facility. Tenant shall comply with State law and the City

Ordinance regarding smoking. Tenant and its employees and customers shall not smoke tobacco products on the premises.

**20.1.12 Information Form**

Tenant shall provide to Landlord a completed information form containing names and telephone numbers of contact person, on a semi-annual basis or when changes occur.

**20.1.13 Termination for Convenience**

The lease may be terminated by the Landlord upon fifteen (15) days notice at any time without cause for any reason in whole or in part, whenever the Landlord determines that such termination is in the Landlord's best interest.

**20.1.14 Publicity**

Tenant agrees to submit to Landlord all advertising, sales promotion, and other public matter relating to any service furnished by Tenant wherein the Landlord's name is mentioned or language used from which the connection of Landlord's name therewith may, within reason, be inferred or implied. Tenant further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of the Landlord.

**20.1.15 Consent to Breach Not Waiver**

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

**20.1.16 Prohibition of Discrimination against Qualified Handicapped Persons**

Tenant shall comply with the provisions of the Americans With Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs.

**20.1.17 Cal OSHA/Hazardous Substances**

- 20.1.17.1 Tenant shall not bring, or permit to be brought, upon the premises, any hazardous or toxic materials or chemicals, except for ordinary and customary cleaning supplies used in Tenant's business. All materials brought onto the premises shall be used, stored, and removed in compliance with all applicable laws, statues, ordinances and governmental rules, regulations or requirements.

**Attachment A**  
SANTA CRUZ COUNTY TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

- 20.1.17.2 Tenant shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on Landlord's property, (2) ensure that its employees take appropriate protective measures, and (3) provide the Landlord's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on Landlord's property.
- 20.1.17.3 Tenant shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, Tenant shall indemnify the Landlord against any and all damage, loss, and injury resulting from non-compliance with this Article.
- 20.1.17.4 Tenant shall comply with Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 – 25249.13. Tenant will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.
- 20.1.17.5 Tenant shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Tenant. Tenant shall be solely responsible for all clean-up efforts and costs.
- 20.1.17.6 Tenant shall indemnify and defend Landlord and his successors and assigns against and hold them harmless from any and all claims, demands, liabilities, damages, including punitive damages, costs and expenses, including reasonable attorney's fees caused by Tenants actions, herein collectively referred to as "Claims":
- (i) Any Claim by a federal, state or local governmental agency arising out of or in any way connected with the environmental condition of the Premises caused by Tenants action, including, but not limited to, Claims for additional clean-up of the Premises; and
  - (ii) Any Claim by a successor in interest of Tenant (including a mortgagee who acquires title to the Premises through foreclosure or by accepting a deed in lieu of foreclosure), or by any subtenant licensee, or invitee of Tenant arising out of or in any way connected with the environmental condition of the Premises caused by Tenants or Subtenants actions.

**20.1.18 All Amendments in Writing**

No amendment to this Lease shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

**20.1.19 Responsibility for Equipment**

Landlord shall not be responsible nor held liable for any damage to person or property consequent upon the use, or misuse, or failure of any equipment or furniture used by Tenant, or any of its employees, even though such equipment or furniture be furnished, rented or loaned to Tenant by Landlord.

**20.1.20 Equipment**

Tenant is responsible to return to the Landlord in good condition any equipment, including keys, issued to it by the Landlord pursuant to this Agreement. If the tenant fails or refuses to return Landlord-issued equipment, furniture or keys within five days of the conclusion of the tenant use of the premises the Landlord shall deduct the actual costs to repair or replace the equipment not returned from the final payment owed to tenant or take other appropriate legal action at the discretion of the Landlord.

**20.1.21 Nondiscrimination**

Tenant shall not discriminate on the grounds of race, religion, color, sex, age, marital status, medical condition, disability, national origin or sexual preference in any manner or as a result of or arising out of this lease agreement.

**20.1.22 Liens**

Tenant shall keep the Premises and building and the property on which the Premises are situated, free of any liens arising out of work performed, materials furnished or obligations incurred by Tenant.

This lease shall be construed and interpreted in accordance with the applicable laws of the State of California and of the United States of America. Each party shall perform its obligation hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.

**20.1.23 Integrated Agreement; Modification**

This lease including all exhibits constitutes the entire understanding and agreement between the Landlord and the Tenant and supersedes, revokes, and cancels any and all previous negotiations, representations, and understanding between the parties and cannot be amended or modified except by a written agreement.

**20.1.24 Provisions are Covenants and Conditions**

All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

**20.1.25 Use of Definitions**

The definitions contained in this lease shall be used to interpret this lease.

**20.1.26 Definitions**

As used in this lease, the following words and phrases shall have the following meanings:

- a. **ALTERATION:** Any addition or change to, or modification of, the Premises made by Tenant after the fixturing period, including, without limitation, fixtures, but excluding trade fixtures as defined here, and tenant's improvements as defined here.
- b. **AUTHORIZED REPRESENTATIVE:** Any officer, agent, employee, or independent contractor retained or employed and acting within authority given him/her by that party.
- c. **CONSENT:** Landlord's or Tenant's express, prior, written approval on the party's letterhead.
- d. **DAMAGE:** Injury deterioration or loss to a person or property caused by another person's acts or omissions. Damage includes death.
- e. **DAMAGES:** A monetary compensation or indemnity that can be recovered in the courts by any person who has suffered injury to his/her person, property, or rights through another's act or omission.
- f. **DESTRUCTION:** Damage, as defined here, to or disfigurement of the Premises.
- g. **ENCUMBRANCE:** Any deed of trust, mortgage, or other written security device or agreement affecting the Premises, and the note or other obligation secured by it, that constitutes security for the payment of a debt or performance of an obligation.
- h. **EXPIRATION:** The coming to an end of the time specified in the lease as its duration, including any extension of the term resulting from the exercise of an option to extend.
- i. **GOOD CONDITION:** The good physical condition of the Premises and each portion of the Premises, including, without limitation, signs, windows,

**Attachment A**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

show windows, appurtenances, and tenant's personal property as defined here. "In good condition" means first-class, neat, clean, and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

- j. **HOLD HARMLESS:** To defend and indemnify from all liability, losses, penalties, damages as defined here, costs, expenses (including, without limitation, attorneys' fees), causes of action, claims, or judgments arising out of or related to any damage, as defined here, to any person or property.
- k. **LAW:** Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirements of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the parties or the Premises, or both, in effect either at the time of execution of the lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).
- l. **LENDER:** The beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined here.
- m. **LIEN:** A charge imposed on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this lease are mechanics' liens.
- n. **MAINTENANCE:** Repairs, replacement, preventive maintenance, repainting, and cleaning.
- o. **PERSON:** One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.
- p. **PROVISION:** Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulations in the lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- q. **PUBLIC AREA:** Any area outside Premises in Metro Center to which the public commonly is allowed access by Landlord. Public area is the common area.
- r. **RENT:** Minimum monthly rent, rent for fixtures, equipment and cookware, percentage rent, additional rent, security deposit, maintenance expenses, operating costs, insurance, utilities and services, other similar charges,

**Attachment A**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

and any other money owed by Tenant to Landlord under the provisions of this Lease.

- s. RESTORATION: The reconstruction, rebuilding, rehabilitation, and repairs that are necessary to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.
- t. SUBSTANTIAL COMPLETION: Completion of Landlord's construction obligation as evidenced by Landlord's architect or by the general contractor performing Landlord's construction obligation.
- u. SUCCESSOR: Assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this lease, to the rights or obligations of either party.
- v. TENANT'S IMPROVEMENT: Any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the term, including,
- w. TENANT'S PERSONAL PROPERTY: Tenant's equipment, furniture, merchandise, and movable property placed in the Premises by Tenant, including tenant's trade fixtures, as defined here as set forth in Exhibit D.
- x. TENANT'S TRADE FIXTURE: Any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use as set forth in Exhibit D.
- y. TERM: The period of time during which Tenant has a right to occupy the Premises.
- z. TERMINATION: The ending of the term for any reason before expiration, as defined here.

**20.1.27 Captions**

The captions of this lease shall have no effect on its interpretation.

**20.1.28 Singular and Plural**

When required by the context of this lease, the singular shall include the plural.

**20.1.29 Joint and Several Obligations**

"Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.



**Attachment A**  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**20.1.30 Severability**

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

**ARTICLE 21: ATTORNEYS' FEES**

In the event suit is brought to enforce or interpret any part of this Lease Agreement, the prevailing party shall be entitled to recover as an element of costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover his costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover his costs of attorney's fees.

**ARTICLE 22: AUTHORITY**

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

**IN WITNESS WHEREOF**, Landlord and the Tenant execute this lease has affixed his/her signature(s) the day and year first herein above written.

**LANDLORD-SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**TENANT- LA MANCHA**

BY:  \_\_\_\_\_ Date \_\_\_\_\_  
Jose Villa

Approved as to Form:

BY: \_\_\_\_\_ Date \_\_\_\_\_  
LESLYN K. SYREN  
District Counsel

**Attachment A**  
SANTA CRUZ METRO LOCAL TRANSIT DISTRICT  
TRANSIT CENTER LEASE AGREEMENT

**ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE ARE THE FOLLOWING EXHIBITS:**

Exhibit A - Floor plan

Exhibit B - Menu, hours of operation; Closure for Transit District Holidays- Thanksgiving (4<sup>th</sup> Thursday in November), Christmas (Dec. 25), New Year's Day (Jan. 1)

Exhibit C - Rules and Regulations

Exhibit D - Tenant Personal Property



**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Thomas Hiltner, Grants/Legislative Analyst  
**SUBJECT:** **CONSIDERATION OF AN ADD SERVICE REQUEST AND CONTRACT AMENDMENT FOR GROUP 4 TO CONDUCT A DESIGN CHARRETTE FOR PACIFIC STATION**

**That the Board of Directors approve an Add Service Request to conduct a design charrette for Pacific Station redesign and authorize the CEO to execute a contract amendment with Group 4 Architecture Research + Planning (Group 4).**

## **I. SUMMARY**

- Approval of the staff recommendation to approve an Add Service Request (Attachment A) and authorize the CEO to execute a contract amendment (Attachment B) will enable Group 4 to facilitate a joint design exercise with Santa Cruz METRO, the City of Santa Cruz and Devcon Construction, Inc. (Devcon).
- The Board contracted with Group 4 in June 2013 to produce alternative conceptual designs for the redevelopment of Pacific Station.
- Recently, Devcon began assembling parcels between Pacific Station and Laurel Street for a private, mixed-use development.
- With both Pacific Station and Devcon proceeding through conceptual design at the same time for mixed-use projects on adjacent sites, it is appropriate for the City of Santa Cruz, Devcon and Santa Cruz METRO conduct a joint design exercise (design charrette) to explore design and development opportunities which may be beneficial to both projects.
- The design charrette requires Group 4 to perform additional architectural services which are not included in Group 4's existing contract.
- The design charrette would be cost-neutral to Santa Cruz METRO.
- Staff recommends that the Board approve an Add Service Request for the design charrette and authorize the CEO to execute an amendment to add funds to the Group 4 contract.

## **II. DISCUSSION/BACKGROUND**

Santa Cruz METRO contracted with Group 4 on June 28, 2013 to develop alternative conceptual designs for the reconstruction of Pacific Station. Group 4 has completed the design through 60% completion and is now synthesizing input from the Operations Department, focus groups, businesses, tenants, transit passengers and the public to produce preferred alternatives for Board consideration.

Devcon Construction, Inc., a Milpitas company which is ranked as the largest design/build contractor in Silicon Valley, purchased most of parcels south of Pacific Station to Laurel Street for a four-story, mixed-use, transit-oriented development which includes ground floor retail, parking and housing. The Santa Cruz Sentinel published a general description of the Devcon project in a feature article on 2/17/14.

Both Santa Cruz METRO and Devcon are in the conceptual design phase for mixed-use, transit-oriented developments on adjacent sites. Both projects are currently undergoing shared traffic analysis and massing studies to assess their impact on Pacific Avenue. In order to discover potential benefits for both projects before commencing the substantive engineering phase, Santa Cruz METRO and the City of Santa Cruz would like to conduct a design charrette with Devcon and Group 4 to explore designs and development strategies which could be implemented with early coordination during the conceptual design phase.

Group 4 has significant experience with design charrettes. The purpose of the design charrette is to reveal commonalities among stakeholders and design opportunities within the project by facilitating brainstorming sessions, interactive exercises, mapping, drawing and other tested methods to explore potential project features.

At the outset of the Pacific Station conceptual design, a design charrette was not seen as a needed contract component. While the design charrette falls within the realm of workshops scoped in the contract, the Board ad-hoc committee meetings have consumed those resources and no funds remain for a design charrette.

Staff recommends that the Board approve an Add Services Request (Attachment A) and authorize the CEO to execute a contract amendment (Attachment B) to the Group 4 contract to add \$15,269.

### **III. FINANCIAL CONSIDERATIONS/IMPACT**

This contract amendment will be cost neutral to Santa Cruz METRO. The required funds for this amendment are within the FY15 Capital budget line item for the Conceptual Design MOU with the City of Santa Cruz (\$220,500). The additional G4 contract costs will be paid by reduced payments to the City from this amount and by reduced charges against the grants for METRO staff hours on this project. The FY15 capital budget for the Group 4 contract is \$462,649, bringing the total budgeted in FY15 to \$683,149 for the Pacific Station Conceptual Design.

**IV. ALTERNATIVES CONSIDERED**

- Do not include the design charrette with the Group 4 contract scope of work. Staff does not recommend this alternative because neither the City nor Santa Cruz METRO has the resources to perform a design charrette.

**V. ATTACHMENTS**

**Attachment A:** Add Service Request #004 from Group 4

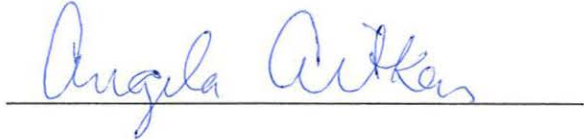
**Attachment B:** Group 4 Contract Amendment

VI. 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



**GROUP 4**  
 ARCHITECTURE  
 RESEARCH +  
 PLANNING, INC  
 211 LINDEN AVENUE  
 SO. SAN FRANCISCO  
 CA 94080 USA  
 T: 650-871-0709  
 F: 650-871-7911  
 www.g4arch.com

10 December 2014

Thomas Hiltner  
 SANTA CRUZ METROPOLITAN  
 TRANSIT DISTRICT  
 110 Vernon Street  
 Santa Cruz, CA 95060

**PROJECT NAME:**  
 Santa Cruz METRO Pacific Station

**SCOPE SUMMARY:**  
 Design Charrette to support the Massing Study.  
 This additional service request includes consultant services for one day (8 hours) of design charrette in Santa Cruz and one day of preparation.  
 BAE to edit specific fee proposal for the City.

## ADD SERVICE REQUEST

**CLIENT CONTR #:**  
**ADD SERVICE #:** ~~005~~ 004  
**BILLING TYPE:** Time & Material  
**PROJECT #:** 13428-01  
**GROUP 4 PHASE #:** I-0110

COMPANY	PROPOSAL DATED	EST. HOURS	RATE	FEE (NTE)	MARKUP 10%	EXTENSION
Van Meter						
Williams Pollack	12.10.14	16	\$157	\$2,512	\$251	\$2,763
Watry Design	12.10.14	16	\$245	\$3,920	\$392	\$4,312
Group 4, Principal	12.10.14	20	\$203	\$4,060		\$4,060
Group 4, Job Cap.	12.10.14	20	\$131	\$2,620		\$2,620

**DESIGN FEE SUB-TOTAL: \$13,755**

REIMBURSABLE EXPENSES	PROPOSAL DATED	REIMB. ESTIMATE	MARKUP 5%	R.E. MAXIMUM
10%	05.20.14	\$1,376	\$138	\$1,514

**MAX. REIMBURSABLES SUB-TOTAL: \$1,514**

**MAX. INCLUDING REIMB. EXPENSES: \$15,269**

WAYNE GEHRKE  
 ARCHITECT  
 DAWN E. MERKES  
 ARCHITECT  
 DAVID SCHNEE  
 ARCHITECT  
 DAVID M. STURGES  
 ARCHITECT  
 JILL EYRES  
 ARCHITECT  
 ANDREA GIFFORD  
 ARCHITECT  
 JONATHAN HARTMAN  
 ARCHITECT  
 PAUL JAMTGAARD  
 ARCHITECT  
 WILLIAM LIM  
 ARCHITECT

*David Schnee* 12.10.14  
 \_\_\_\_\_  
 David Schnee Date

Principal in Charge

\_\_\_\_\_  
 Thomas Hiltner Date  
 Project Lead

- THIS PAGE INTENTIONALLY LEFT BLANK -



# Attachment B

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT THIRD AMENDMENT TO CONTRACT NO. 13-20 FOR CONCEPTUAL DESIGN WITH ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PACIFIC STATION TRANSIT CENTER

This Third Amendment to Contract No. 13-20 for Conceptual Design with Architectural and Engineering Services for the Pacific Station Transit Center is made effective January 12, 2015 between the Santa Cruz Metropolitan Transit District ("Santa Cruz METRO"), a political subdivision of the State of California, and Group 4 Architecture, Research + Planning, Inc. ("Consultant").

### I. RECITALS

- 1.1 Santa Cruz METRO and Consultant entered into a Contract for Conceptual Design with Architectural and Engineering Services for the Pacific Station Transit Center ("Contract") on July 1, 2013.
- 1.2 The Contract allows for amendment upon mutual written consent.
- 1.3 Santa Cruz METRO and Consultant desire to amend the Contract to incorporate an approved Add Service Request ("ASR") for design charrette and to increase the Contract total not-to-exceed amount.

Therefore, Santa Cruz METRO and Consultant amend the Contract as follows:

### II. SCOPE OF WORK

- 2.1 Exhibit A, Part III. Specifications, Section 4. Scope of Work is amended to incorporate the following approved ASR, Attachment A to the Third Amendment:

<u>ASR No.</u>	<u>Date</u>	<u>Amount</u>
004	December 10, 2014	\$ 15,269

### III. COMPENSATION

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

Under the terms of the Third Amendment, Santa Cruz METRO shall compensate Consultant in an amount not to exceed \$15,269 for ASR No. 004.

The new Contract total not-to-exceed amount is \$836,270. Consultant understands and agrees that if they exceed the \$836,270 maximum amount payable under this Contract, they do so at their own risk.

# Attachment B

## 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 Third Amendment to the Contract and the person signing this Third Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Third 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

\_\_\_\_\_

Contractor –  
GROUP 4 ARCHITECTURE,  
RESEARCH + PLANNING, INC.

*Dawn Merkes*

Dawn Merkes, Principal

\_\_\_\_\_

Approved as to Form:

Leslyn Syren, District Counsel

*Leslyn Syren*



**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO  
**SUBJECT:** **ELECTION OF CHAIR, VICE CHAIR AND APPOINTEES TO THE  
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMITTEE  
(SCCRTC) AND OTHER COMMITTEES**

## **I. RECOMMENDED ACTION**

**That the Board of Directors approve waiving the Board Bylaws to modify the election and appointment process as follows: 1. At the first meeting in February the Board of Directors will nominate and vote on the Board Chair, and then nominate and vote on the Board Vice-Chair. 2. At the first meeting in February the new Chair and the Board will nominate and vote on nominees to fill three representatives and three alternates to the SCCRTC and two members to the Pacific Station AdHoc Committee.**

## **II. SUMMARY**

- Current Board Bylaws require that the Board Chair and Vice-Chair be nominated at the first meeting in January and voted on at the second meeting in January.
- Current Board Bylaws also require that at the first meeting in January the Board Chair (presumably the current Chair) nominates Board members to the SCCRTC, along with entertaining other nominations to the SCCRTC, and that the nominees are voted on at the second Board meeting in January.
- As of the date of the writing of this report, the Santa Cruz Metropolitan Transit District (METRO) currently has five vacancies.
- Two of those vacancies are expected to be filled at the Board meeting on January 9, 2015.
- Two or three of the remaining vacancies are expected to be filled at the January 23, 2015 Board meeting.
- Three new Board members may be precluded from participating in the nomination and election process if Board action, consistent with the Bylaws, is taken on January 9, 2015.

## **III. DISCUSSION/BACKGROUND**

The CEO has discussed with the Board Chair the challenge of seating new Board members over multiple meetings and the election of the new Chair, Vice-Chair and nominees to the SCCRTC and other committees.

The current Board Bylaws reflect the following *(paraphrased)*:

VI. Presiding Officers - 6.01 Election

- First meeting in January: the Board members nominate the Chair and Vice-Chair.
- Second meeting in January: the Board members vote on the Chair and Vice-Chair

XIV Committees and Appointments – 14.02 Appointments to Santa Cruz County Regional Transportation Commission

- The Board Chair shall submit nominations for three representatives and three alternates at the first meeting in January. Other nominations by Board members would also be received.
- At the second meeting in January the Board shall vote.

The CEO and the Board Chair are recommending for Board consideration a waiver of the existing Board Bylaws to allow sufficient time to fill at least four of the five vacant seats on the METRO Board. It is anticipated that the City of Capitola and County of Santa Cruz appointees will be sworn in at the METRO Board meeting on January 9, 2015. It is anticipated that the two City of Santa Cruz appointees will be sworn in at the METRO Board meeting on January 23, 2015. It is also our hope that by January 23, 2015 the City of Watsonville will fill its vacant seat on the METRO Board.

The Board Bylaws require that the vote for the Chair and Vice-Chair be a majority of those present and that the SCCRTC slate be approved by six affirmative votes, regardless of the number of Board members present to vote.

**IV. FINANCIAL CONSIDERATIONS/IMPACT**

There are no financial considerations anticipated as a result from this action.

**V. ALTERNATIVES CONSIDERED**

- Do not act on this recommendation and instead follow the Board Bylaws as noted in this report and in the Attachment.
- Act on modifications to this recommendation.

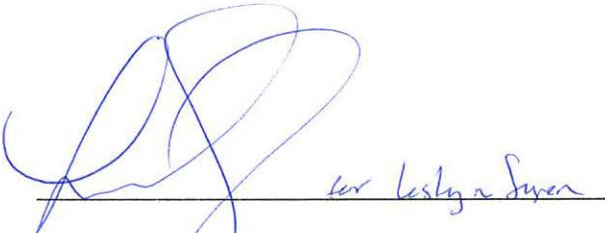
**VI. ATTACHMENTS**

**Attachment A:** Board Bylaws

**VII. APPROVALS:**

Approved as to form:

Leslyn K. Syren, District Counsel



*for Leslyn K. Syren*

Alex Clifford, CEO/General Manager





# BYLAWS

ADOPTED MAY 23, 2014

RESOLUTION NO. 69-2-1  
Amended 01-21-83, 06-16-89, 08-21-92,  
04-15-94, 04-21-95, 04-27-97, 09-18-98,  
04-16-99, 11-19-99, 06-16-00, 06-08-01,  
06-15-01, 09-21-01, 02-15-02, 06-21-02,  
09-27-02, 10-10-03, 12-19-03, 09-24-04,  
12-17-04, 02-24-06, 02-23-07, 05-25-07,  
05-23-08, 08-28-09, 01-22-10, 06-25-10,  
11-19-10, 05-13-11, 01-11-13, 2-28-14  
and 03-14-14

On the Motion of Director: Dodge  
Duly Seconded by Director: Cervantez  
Is Hereby Amended: 05-23-14

**A RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
BOARD OF DIRECTORS ESTABLISHING RULES, REGULATIONS, AND  
PROCEDURES FOR, AND THE TIME AND PLACE OF MEETINGS OF THE  
BOARD; AND CREATION OF OTHER OFFICES**

**I. REGULAR MEETINGS**

**1.01 Regular Meetings; Time**

- (a) Regular meetings of the Santa Cruz Metropolitan Transit District (METRO) Board of Directors shall be held on the second Friday of each month (if needed) and on the fourth Friday of each month. The Board of Directors may establish the time for the commencement and duration of its meetings as necessary through Board action. Notwithstanding the above, no regular meetings will be scheduled during the month of July.
- (b) If a regular meeting falls within 5 working days of a recognized METRO holiday, i.e., Thanksgiving, Christmas or New Year's Day, the Board of Directors shall reschedule the meeting to a more convenient date. The regular meeting schedule shall be published for the upcoming year and approved by the Board of Directors during October of each year. This schedule shall include the date, location and commencement time for each regular meeting of the Board of Directors and shall be posted on METRO's website, and METRO's official Bulletin Board throughout the year.

**1.02 Regular Meetings; Place**

- (a) The Regular meeting of the Board of Directors on the second Friday of



the month shall be convened in the Santa Cruz Conference Room at Santa Cruz Metropolitan Transit District, 110 Vernon Street, Santa Cruz, CA 95060. The Regular meetings of the Board of Directors on the fourth Friday of the month shall be convened in the Santa Cruz City Council Chambers, City Hall, 809 Center Street, Santa Cruz, California, except when the Board of Directors' regular meeting schedule sets forth an alternate location.

- (b) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet in the place designated above, the meeting shall be held for the duration of the emergency or unsafe condition at the place designated by the Chair of the Board of Directors in a notice to the local media that have requested notice in writing, by the most rapid means of communication available at the time. A notification advising the public of the changed meeting location during the emergency or unsafe condition shall be posted on the door of the regular meeting room by the Secretary/General Manager, unless circumstances prevent her/him from doing so.
- (c) The Board of Directors shall not conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of race, religious creed, color, national origin, ancestry, sex, gender, pregnancy or related medical condition, age, marital status, medical condition (cancer related or genetic characteristics), sexual orientation, veteran status, or which is inaccessible to persons with physical or mental disabilities, or where members of the public may not be present without making a payment or purchase.

**1.03 Regular Meetings; Open to the Public**

- (a) Meetings of the Board of Directors shall be open and public and all persons shall be permitted to attend except as otherwise allowed by law or when a closed session is authorized pursuant to applicable state law and properly noticed in accordance therewith.
- (b) A Spanish-bilingual interpreter shall be present and available for translations at the Regular Board Meeting held on the fourth Friday of the month.

**1.04 Closed Sessions: State Reasons and Legal Authority; Scope of Coverage; Notice; Reporting Out**

- (a) Prior to holding any closed session, the Board of Directors shall disclose, in an open meeting, the item or items to be discussed in the closed

session. The disclosures may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the Board of Directors may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.

- (b) After any closed session, the Board of Directors shall convene into open session prior to adjournment and shall make any disclosures required by state law of action taken in the closed session.

## II. AGENDA

### 2.01 Agenda; Notification and Posting

- (a) In order to facilitate the orderly conduct of the business of the Board of Directors, all reports, communications, resolutions, or other matters to be submitted to the Board of Directors shall be submitted to the Secretary/General Manager not later than 5:00 p.m. on the Thursday one week prior to the date of the regular Board of Director's meeting unless the Administrative Offices are closed for a holiday, in which case, the deadline shall be moved up one day.
- (b) The Chair, in consultation with the Secretary/General Manager, shall arrange the agenda and shall furnish a copy of it to each member of the Board, to the District Counsel, to the management staff, and to METRO's Union representatives not later than the Tuesday in the week of a Regular Board meeting; the agenda shall be posted on the Official Bulletin Board for the public at the Administrative Office of the Santa Cruz Metropolitan Transit District at least 72 hours preceding each regular Board meeting. A record of this posting including the time and place of posting will be maintained by the Administrative Services Coordinator.
- (c) The agenda shall contain a brief description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The description will be reasonably calculated to inform the public of the general nature of the subject matter of the item so that the public may seek further information on items of interest. The description will focus on the substance of the matter rather than the contemplated action. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.
- (d) Copies of the agenda shall be mailed to any individual or entity that has requested it. The Full Agenda Packet which includes attachments is

available online at METRO's website, [scmtd.com](http://scmtd.com). Individuals and entities can voluntarily subscribe or unsubscribe to receive automated email notification when METRO's agendas and agenda packets are available online.

**2.02 Agenda; Public Input**

Every agenda for regular open meetings shall provide an opportunity for members of the public to directly address the Board of Directors on any item of interest to the public, and before or during the Board's consideration of the item, that is within the subject matter jurisdiction of METRO, provided that no action shall be taken on any item not appearing on the agenda unless the Board complies with Section 2.03 below.

**2.03 Agenda; Action Taken Not on Agenda**

- (a) No action or discussion shall be taken on any item not appearing on the posted agenda except that members of the Board of Directors present at the meeting or METRO staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, Directors or METRO staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Director or the Board itself may, subject to METRO's rules and regulations, provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or, take action to direct staff to place a matter of business on a future agenda.
- (b) Notwithstanding subdivision (a) above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this section, the Chair of the Board of Directors shall publicly identify the item.
  - (i) Upon a determination by a majority vote of the Board of Directors that an emergency situation exists, as defined in Section 4.01(b) herein;
  - (ii) Upon a determination by a two-thirds vote of the Directors present at the meeting, or, if less than two-thirds of the members present at the meeting, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of METRO subsequent to the agenda being

posted; or

- (iii) The item was posted pursuant to a prior meeting of the Board of Directors occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

**2.04 Agenda; Other Distributed Writings**

- (a) Agendas and any other writings when distributed to all or a majority of all, the members of the Board of Directors by any person in connection with a matter subject to discussion or consideration at a public meeting are public records and shall be made available without delay unless the writing is exempt from disclosure pursuant to the California Public Records Act.
- (b) Writings which are public records as set forth above and which are distributed during an open meeting shall be made available for public inspection at the meeting if prepared by METRO or a Director or after the meeting if prepared by some other person.

**III. SPECIAL MEETINGS**

**3.01 Special Meetings; Notice and Purpose**

- (a) A special meeting may be called at any time by the Chair or by a majority of the members of the Board of Directors, by delivering written notice to each member of the Board of Directors, and to each local newspaper of general circulation, radio or television station requesting notice in writing. The notice shall be delivered personally or by any other means at least 24 hours in advance of the meeting. The call and written notice shall specify the time and place of the special meeting and the business to be transacted and discussed.
- (b) No other business shall be considered at the special meeting. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.
- (c) Every notice for a special meeting at which action is proposed to be taken on an item shall provide an opportunity for members of the public to directly address the Board of Directors concerning any item that has been described in the notice for the meeting before or during consideration of that item.

- (d) Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting.

#### IV. EMERGENCY MEETINGS

##### 4.01 Emergency Meetings; Notice and Purpose

- (a) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency open meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement or both of the notice and posting requirements of s Special Meeting.
- (b) For purposes of this section, "emergency situation" means any of the following:
  - (i) An Emergency means a work stoppage, crippling disaster or other activity, which severely impairs public health, safety, or both, as determined by a majority of the members of the Board of Directors.
  - (ii) A dire emergency means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board of Directors to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both, as determined by a majority of the members of the Board of Directors.
- (c) Although no notice to the public is required, each local newspaper of general circulation and radio or television station which has requested notice of special meetings shall be notified by the presiding Chair of the Board of Directors, or designee thereof, one hour prior to the emergency meeting by telephone or in the case of a dire emergency, at or near the time that the Chair or designee notifies the directors of the emergency meeting. The notice shall be given by telephone and all telephone numbers provided in the most recent request of such newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the Chair or designee thereof, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting

and any action taken at the meeting as soon after the meeting as possible.

**4.02 Emergency Meetings; Open to the Public**

Emergency meetings are always open meetings regardless of the subject matter except that if agreed to by a two-third vote of the Directors present or if less than two-thirds of the Directors are present, by a unanimous vote of those present, the Board of Directors may hold a closed session with the Attorney General, District Attorney, District Counsel, Sheriff or Chief of Police or their respective deputies, or a security consultant or a security operation manager on matters posing a threat to the security of public buildings, a threat to the security of essential public services, or a threat to the public's right of access to public service or public facilities.

**4.03 Emergency Meetings; Requirements**

All special meetings requirements, as prescribed in Section 3.01 herein, shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

**4.04 Emergency Meetings; Minutes**

The minutes of a meeting called pursuant to this section, a list of persons who the presiding chair of the Board of Directors, or its designee notified or attempted to notify, a copy of the roll call vote and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

**V. DIRECTORS**

**5.01 The Board of Directors**

METRO shall be governed by a Board of Directors of eleven members because such membership is necessary to insure adequate representation to all of the areas in the County of Santa Cruz.

**5.02 Appointment**

The membership of the Board of Directors shall be composed of one member appointed by each City Council of Santa Cruz, Capitola, Scotts Valley, Watsonville and any other incorporated area of the District to represent the incorporated area and one member appointed by the Board of Supervisors of the County of Santa Cruz to represent the unincorporated area. Other appointments shall be made in accordance with the proportionate population within the District. The apportionment shall be based upon the population

distribution within the District and the Board shall reapportion its membership whenever any part of the District is excluded or new territory is added or unincorporated territory within the District incorporates and as a result of the exclusion, annexation, or incorporation, representation on the Board no longer reflects the population distribution within the District. The Board shall also reapportion whenever the County election official advises the Board that the latest official census indicates a need for reapportionment.

**5.03 Qualifying Appointees to Board; Area residence**

- (a) The appointees to the Board shall have been residents of the area encompassed by the District for at least 30 days prior to their appointment and they shall also be residents of the City whose City Council appointed them, or a resident of the County if appointed by the Board of Supervisors.
- (b) A person shall not be appointed to, or be a member of the Board of Directors unless that person is a resident of the District and has resided within the District at least 30 days immediately prior to his/her appointment to the Board.

**5.04 Term of Office**

- (a) The term of office for each Director shall be four years.
- (b) If the appointee of any legislative body is one of its own members the appointee may serve only as long as the appointee is a member of the legislative body.
- (c) An appointment to fill a vacancy on the Board or an appointment made after the expiration of the preceding term shall be for the unexpired portion of the term.
- (d) The failure of a Board member to attend three consecutive meetings of the Board without good cause shall create a vacancy in the office of the Board member.

**5.05 Directors' Code of Ethics**

A Directors' Code of Ethics is attached as Exhibit A to these Bylaws and shall serve as a guideline for the Directors in the work that they perform on behalf of METRO.

**5.06            Director Compensation and Reimbursement**

- (a) Each Director shall receive compensation of \$50, up to a maximum of \$200 per month and their actual and necessary expenses, for performance of official METRO duties which shall include the following activities:
  - i) Attendance at meetings of the Board of Directors;
  - ii) Attendance at meetings, as a District committee member, of a committee appointed by the Chair of the Board or the Board itself;
  - iii) Attendance at Advisory Committee meetings, as a METRO Director;
  - iv) Attendance at meetings, as a METRO Director, of the American Public Transit Association; and
  - v) Attendance at meetings, as a METRO Director, of the California Transit Association.
  
- (b) Unless authorized by the Board of Directors in advance, attendance at meetings of the American Public Transit Association and the California Transit Association shall be limited to the Board Chair and Vice-Chair, or an alternate designee, as approved by the Board Chair or Vice-Chair.
  
- (c) In addition to the meetings set forth above, each Director may receive reimbursement for the actual and necessary expenses incurred for the following METRO Official Duties:
  - i) Attendance at meetings with State and Federal legislators and/or government officials re METRO business;
  - ii) Attendance at meetings with official METRO visitors and/or perspective METRO employees; and/or
  - iii) Participation at required educational and training meetings or seminars.
  
- (d) Each Director shall be reimbursed for actual and necessary expenses incurred in the performance of official METRO duties. Reimbursement rates for travel, meals, and other actual and necessary expenses shall be in accordance with the reasonable reimbursement rates set forth in Exhibit B. Notwithstanding the foregoing, Directors shall not receive reimbursement for any costs incurred for lodging accommodations or for airline flights as those expenses shall only be booked and directly paid by METRO's Administrative Services Coordinator.
  
- (e) A Director may receive a travel advance, when approved by either the Board Chair or the Vice-Chair, up to \$100.00 per each full day of travel or



attendance at any of the events listed in section (a) above. Verification of the actual use of these funds shall comply with Section 5.07 below. A reduced advance may be permitted for partial days, as determined by the Board Chair or Vice-Chair.

- (f) The Board of Directors in a public meeting shall approve all expenses that do not fall within the reimbursable rates set forth in Exhibit B before the expense is incurred.

**5.07 Reimbursement Process and Expense Report Form**

- (a) The General Manager shall designate a staff member to schedule all conferences, lodging accommodations and transportation (including the scheduling of a METRO vehicle for in-state travel) for a Director and will obtain the best rate available at the time of booking. In no event shall the lodging costs exceed the maximum group rate published by the conference or activity sponsor provided that lodging at the group rate is available to the Director at the time of booking. If the group rate is not available, the designated staff member shall use comparable lodging that is consistent with those rates.
- (b) Directors shall utilize METRO vehicles in the performance of official METRO duties in state when approved by the Board of Directors. If a METRO vehicle is available but the Director prefers to utilize his/her own vehicle, no mileage reimbursement shall be allowed.
- (c) The designated staff member shall provide each Director with an Expense Report form to be filed with METRO for reimbursement of the actual and necessary expenses incurred on behalf of METRO in the performance of official duties or at a Director's request. The expense reports shall document that expenses meet the existing policy for expenditure of public resources. Directors shall submit expense reports within a reasonable time after incurring the expense but in no event later than four weeks after the expense has been incurred. The receipts documenting each expense shall accompany all reports. The Chair or Vice-Chair of the Board shall review the reports and insure compliance. Under no circumstances shall expenses be paid or reimbursed to a Director that are not allowed; including, any expenditures for spouses, friends, or others not specifically authorized by this policy to incur reimbursable expenses.
- (d) Directors who have received advances, per §5.06(e), shall reconcile the advance payment with receipts obtained during travel. If the travel advance was inadequate to cover all valid expenses, the Director shall be reimbursed for all additional amounts. If the travel advance exceeds the

verified expenses incurred, the Director shall reimburse METRO for the excess funds received.

- (e) Directors shall provide brief reports about the meetings attended at the expense of METRO at the next regular meeting of the Board of Directors.
- (f) All documents related to reimbursable agency expenditures are public record subject to disclosure under the California Public Records Act.

**5.08 Directing the Work of Santa Cruz METRO Staff Members**

All requests to utilize the staff of Santa Cruz METRO shall be coordinated by and approved by the General Manager or District Counsel. In no event shall a Board Member assign work directly to a Santa Cruz METRO staff member without the approval of the General Manager or District Counsel.

**VI. PRESIDING OFFICERS**

**6.01 Election**

- (a) The Directors shall at the first meeting in January nominate members of the Board of Directors to serve as Chair and as Vice-Chair. Nominations may be received until final selections occur. The Board of Directors shall, at its second regular meeting in January (generally televised) of each year, choose one of its members to serve as Chair and one of its members to serve as Vice-Chair to serve for the balance of the calendar year or until the selection of their successors. The officer election shall be agendaized at the second meeting immediately following the roll call and shall not be paired with any other item.
- (b) Should the office of the Chair become vacant during the calendar year, the Vice-Chair shall assume the office of Chair. Should the office of Vice-Chair become vacant, the nomination and selection of Vice-Chair shall be agendaized and acted upon by the Board of Directors.
- (c) In the event of a vacancy of both the Chair and Vice-Chair positions, the Directors shall meet in order to nominate members of the Board of Directors for the vacant positions and make final selections.

**6.02 Chair to Preside**

The Chair shall preside at all meetings of the Board of Directors, except the regular meeting of the Board of Directors held on the second Friday of the month which shall be presided by the Vice Chair. The Chair, or if presiding, the Vice Chair shall have authority:

1. to determine the order of business under the rules of the Board of Directors;
2. to enforce the rules of the Board of Directors; and
3. to preserve order at all meetings and to remove or cause the removal of any person from any meeting of the Board of Directors for disorderly conduct.

### **6.03 Absence of Chair**

If the Chair is absent or unable to act, the Vice-Chair shall serve until the Chair returns or is able to act. The Vice-Chair has all of the powers and duties of the Chair while acting as Chair. In the absence of both the Chair and the Vice-Chair, the Directors shall nominate and elect a director to serve as chair pro tempore during such absences.

## **VII. CONDUCT OF MEETING**

### **7.01 Call to Order**

The Chair, or such other Director as may be presiding, shall at the hour appointed for the meeting, immediately call the Board of Directors to order when a quorum is present. The Chair shall preserve strict decorum at all meetings. She/he shall state every question coming before the Board of Directors, call for the vote, announce the decisions of the Board of Directors, and decide all questions of order, subject, however, to an appeal to the Board of Directors, in which a majority vote of the Board of Directors shall govern and conclusively determine such question of order.

### **7.02 Rights of Chair**

The Chair, or such other member of the Board as may be presiding, may second and debate, subject only to such limitation of debates as are by these rules imposed on all members; the Chair shall not be deprived of any of the rights and privileges of a Director by reason of holding the position of Chair.

### **7.03 Rules of Debate**

- (a) Every Director desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all references to personalities and indecorous language.
- (b) A Director, once recognized, shall not be interrupted when speaking unless it is to call her/him to order. If a Director, while speaking, is

called to order, she/he shall cease speaking until the question of order is determined and, if in order, she/he shall be permitted to proceed.

- (c) A Director may request, through the presiding officer, the privilege of having an abstract of her/his statement on any subject under consideration by the Board of Directors entered into the minutes. If the Board of Directors consents thereto, such statement shall be entered; provided, however, that any Director, without the Board's consent, shall have the right to have the reasons for her/his dissent from, or protest against, any action of the Board of Directors entered into the minutes.
- (d) The Secretary/General Manager may be directed by the Chair, with the consent of the Board, to enter in the minutes a synopsis of the discussion of any question coming properly before the Board of Directors.

#### **7.04 Rules of Procedure**

Rules of Procedure, which are attached hereto as Exhibit C and incorporated herein by reference shall be followed by the Board of Directors. A complete copy of the Bylaws shall be included in each Director's Board packet and made available for members of the public at Board of Directors' meetings.

#### **7.05 Disruption of Meeting; Clearing Room**

In the event that any meeting is willfully interrupted by an individual, a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individual(s) who are willfully interrupting the meeting, the members of the Board of Directors conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. In order to readmit individuals who were not disruptive, the following procedure shall be used:

- (a) When a meeting is disrupted to the point that it cannot be continued, the Chair shall order those persons causing the disruption to leave the meeting.
- (b) If those causing the disruption fail or refuse to leave the meeting, the Chair shall recess the meeting, order the meeting room cleared and summon law enforcement.
- (c) Upon the arrival of law enforcement, the Chair shall reconvene the

meeting.

- (d) METRO Staff shall be directed to readmit those members of the public who did not engage in the disorderly conduct on an individual and intermittent basis.
- (e) If the meeting is again disrupted, the Chair shall cause the meeting room to be cleared and the meeting will continue with only the press in attendance if they have not engaged in any disruption.

## VIII. QUORUM

### 8.01 Transaction of Business; Quorum

A six-member majority of the regular members of the Board of Directors shall constitute a quorum for the transaction of business.

## IX. ADJOURNMENT/CONTINUANCES

### 9.01 Adjournment of Meeting

- (a) The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.
- (b) Less than a quorum may adjourn any meeting.
- (c) In the absence of all Directors from any meeting, the Secretary/General Manager may declare the meeting adjourned to a stated day and hour. If she/he does, she/he shall then cause written notice of the adjournment to be given in the same manner as provided for Special Meetings set forth herein.
- (d) A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regularly adjourned regular, special, or adjourned special meeting was held within 24 hours after the time of adjournment.
- (e) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned meeting is a regular meeting for all purposes.
- (f) When an order of adjournment of any meeting fails to state the hour that the adjourned meeting is to be held, it shall be held at the hour specified

for regular meetings of the Board of Directors.

- (g) Any hearing being held, or noticed or ordered to be held, by the Board of Directors at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the Board of Directors in the same manner and to the same extent set forth above for the adjournment of meetings; provided that, if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

## X. MINUTES

### 10.01 Minute Book Record of Open Sessions

- (a) The Secretary/General Manager, or her/his designee, shall attend all open meetings of the Board of Directors and record and maintain a full and true record of all of the proceedings of the Board of Directors in books that shall bear appropriate titles and be devoted to such purpose. Such books shall have a general index sufficiently comprehensive to enable a person readily to ascertain matters contained therein.
- (b) Unless the reading of the minutes of a Board of Directors meeting is requested by the Board of Directors by a majority vote, such minutes may be approved without reading if the Secretary/General Manager has previously furnished each member with a synopsis thereof.

### 10.02 Minute Book Record of Closed Sessions

The Secretary/General Manager and/or his/her designee shall attend each closed session of the Board of Directors unless otherwise directed by the Board of Directors and shall keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The closed session minute book is not a public record and shall be kept confidential. This minute book shall be available only to members of the Board of Directors or, if a violation of the Ralph M. Brown Act is alleged to have occurred at a closed session, to a court of general jurisdiction.

### 10.03 Protests and Dissents by Directors Entered in Minutes

Any Director shall have the right to have the reasons for the Director's dissent from, or protest against any action of the Board entered in the minutes.

## XI. PUBLIC'S ROLE IN MEETINGS/PUBLIC HEARINGS

### 11.01 Public Addressing the Board

- a. The Chair of the Board of Directors may depending on the circumstances, limit the total amount of time allocated for public testimony on particular issues and/or for each individual speaker. However, any restrictions placed on public testimony shall be reasonable and not an effort to suppress expression merely because of the content of the speaker's view.
- b. All remarks shall be addressed to the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.

### 11.02 Public Hearings

- a) A public hearing will be held before the Board of Directors when required by federal, state, or local laws or regulations or when it is asked to take action on any of the following projects:
  - (i) A change in 25% or more to the service mileage of any route.
  - (ii) A change in METRO fares.
  - (iii) Adoption of a Resolution authorizing application for federal funds, state or local funds when required by the funding source.
  - (iv) Adoption of any action taken relating to the adoption of any plan, environmental document, property acquisition, resolution, condemnation resolution or other action relating to a project or property where such public hearing is required by state, federal or local law.
  - (v) Adoption of the Annual Budget.
  - (vi) Adoption of the Short Range Transit Plan.
  - (vii) Adoption of an Ordinance.
- b) A METRO Regulation shall set forth the specific procedures to be followed in setting up a public hearing.

## XII. RESOLUTIONS, ORDINANCES AND MOTIONS

### 12.01 Acts of Board

The acts of the Board of Directors shall be expressed by Motion, Resolution or Ordinance. No Ordinance, Resolution or Motion shall have any validity or effect unless passed by the affirmative votes of six directors. The Board of Directors shall not take action by secret ballot, whether preliminary or final in an open or closed session.

#### **12.02 Resolution**

- (a) No resolution shall be adopted by the Board unless it is presented before the Board in writing or read aloud. Where copies of the resolution have been presented to each Director, the reading of the resolution is automatically waived unless a Director specifically requests that it be read.
- (b) A Resolution can be passed through a unanimous voice vote of all those present. However, if a dissent is registered, then a roll call vote shall be taken.

#### **12.03 Ordinance**

- (a) No ordinance shall be passed until a public hearing has been held on it, which hearing shall be advertised in a newspaper of general circulation or posted in at least three public places at least 15 days prior to the hearing. No ordinance shall be adopted by the Board of Directors on the day of introduction. Ordinances must be adopted by a roll call vote.
- (b) All ordinances shall be printed after passage, and maintained in METRO Administrative Offices.
- (c) The enacting clause of all ordinances shall be as follows:  
  
"Be it enacted by the Board of Directors of the Santa Cruz Metropolitan Transit District:...".
- (d) All ordinances shall be signed by the Chair of the Board or Vice-Chair and attested by the Secretary/General Manager.

### **XIII. METHOD OF VOTING**

#### **13.01 Voice Vote**

Unless a roll call vote is specifically requested by a Director, all matters, except the voting on Ordinances, shall be decided by voice vote. All actions of the



Board of Directors shall be approved by affirmative vote of a minimum of six voting members of the Board of Directors unless otherwise specifically required.

**13.02 Silence Recorded as Affirmative Vote**

A member's silence shall be recorded as an affirmative vote.

**13.03 Duty to Vote**

Each Director has a duty to vote when present at a meeting on matters coming before the Board of Directors or a Board Committee unless he/she has notified the Board of Directors of a legal conflict of interest in accordance with California state law. If a conflict of interest is disclosed, the Director shall adhere to all California legal requirements.

**XIV. COMMITTEES AND APPOINTMENTS**

**14.01 Creation of Committees**

- (a) The Board of Directors may establish committees for a stated purpose. If required by California Law, committees and their members shall comply with the Ralph M. Brown Open Meeting Act. Committees are required to comply with these Rules and Regulations. The Secretary/General Manager shall provide adequate staffing to assist the committees in doing their work.
- (b) Directors who are not committee members may attend committee meetings as long as they attend only as observers when a majority of the Board of Directors is in attendance at the committee meeting. Appointees to committees serve at the pleasure of the Board of Directors, except that no appointee will be removed from office for an illegal reason including the exercise of his/her right to speak about matters of public concern.
- (c) The committees shall include the following:
  - (i) Working committees or subcommittees of the Board of Directors analyze, review, and make recommendations to the Board of Directors on items to be presented to the full Board. The Chair of the Board shall appoint members of the Board to such committees or subcommittees and shall also appoint a Board member to chair the committees or subcommittees. If a vacancy occurs, the Board Chair shall appoint a Director to fill the vacancy. Minutes shall be taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting.

- (ii) The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to METRO's business. Appointments to advisory committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:
- (iii) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District. Its purpose is to advise the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned. The committee may also address issues which committee members or the public raise with respect to the quantity and quality of services provided by METRO. MAC shall be composed of 11 members appointed by the Board of Directors. Each director shall nominate one individual to serve as members of the MAC. The Board of Directors shall approve bylaws to be followed by MAC.

#### **14.02 Appointment to Santa Cruz County Regional Transportation Commission**

- (a) The Board of Directors shall each year in January appoint three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC) who must be members of the Board of Directors. The Board Chair shall submit nominations of three representatives and three alternates for the first Board meeting in January. At that first meeting in January, the Chair shall entertain other nominations for SCCRTC representatives and alternates from the Directors. Nominations may be received until final selections occur. Thereafter at the second meeting in January, the Board of Directors shall vote on the nominations via a motion and a second. To be appointed a nomination shall receive at least six affirmative votes. A Director may move a slate of three representatives or a slate of three alternates for appointment.
- (b) The Board of Directors may provide its SCCRTC representatives with guidance on issues coming before the Commission to assist the director/commissioner in serving the best interests of METRO.

## XV. OFFICIAL BULLETIN BOARD

### 15.01 Posting of Notices

- (a) For purposes of posting official notices of the Board of Directors, notices of public hearings, and any other official papers of the Santa Cruz Metropolitan Transit District where posting is required by the law, the Official Bulletin Board of METRO shall be the bulletin board at the entrance of METRO Administrative Office located at 110 Vernon Street, Santa Cruz, California 95060. Should the Board of Directors hold a public hearing at any location other than its regular place of meeting, then, in addition to the posting of the notice on the Official Bulletin Board above listed, posting shall also be made upon or near the door of the place of meeting.
- (b) All advisory committees created by the Board of Directors are required to post any and all official notices including those notices required by law at the official bulletin board at METRO's Administrative office entrance. Additionally, METRO staff may also post notices on the bulletin board at Pacific Station, 920 Pacific Avenue, Santa Cruz, CA 95060.

## XVI. OTHER OFFICES

### 16.01 General Manager; Powers and Duties

In addition to the powers, duties and obligations of the General Manager, as set forth above, and the applicable Public Utilities Code pertaining to the Santa Cruz Metropolitan Transit District, the powers and duties of the General Manager shall include the following:

- (a) To have charge, subject to the direction and control of the Board of Directors, of the acquisition, construction, maintenance, and operation of the facilities of METRO.
- (b) To have charge, subject to the direction and control of the Board of Directors, of the administration of the business affairs of METRO.
- (c) To insure that all ordinances of METRO are enforced.
- (d) To administer the personnel system and collective bargaining agreements adopted by the Board of Directors and, except for officers appointed by the Board, to appoint, discipline or remove all officers and employees

subject to the rules and regulations adopted by the Board, and the applicable provisions of any adopted collective bargaining agreement.

- (e) To prepare and submit or cause to be prepared and submitted to the Board of Directors within 90 days after the end of each fiscal year a complete report of the finances and the administrative activities of METRO for the preceding year, and the financial status of METRO on the last day thereof.
- (f) To keep the Board of Directors advised as to the needs of METRO.
- (g) To formulate and present to the Board of Directors all plans and specifications for the construction of the works of METRO and the means to finance them.
- (h) To cause to be installed and maintained a system of auditing and accounting which shall completely and at all times show the financial condition of METRO.
- (j) Attend meetings of the Board of Directors as directed by the Board, and act as Secretary to the Board.
- (k) To perform such other and additional duties as the Board may require.

**16.02 General Manager; Qualifications and Experience**

The General Manager shall be chosen on the basis of his/her qualifications with special reference to his/her actual experience in or knowledge of accepted practices and respect to the duties of his/her office as herein above set forth.

**16.03 General Manager; Pro Tempore Appointments**

The Board of Directors may appoint a General Manager pro tempore during any absence or disability of the General Manager.

**16.04 General Manager; Resident Requirement**

The General Manager need not be a resident of this State at the time of his/her appointment, however /he/she shall establish a California residency within 30 days of the commencement of his or her duties with the Transit District.

**16.05 District Counsel; Appointment, Powers and Duties**

The District Counsel shall be admitted to the practice of law in all courts of this

State. The District Counsel shall have the power and be required to:

- (a) Represent and advise, if authorized and directed by the Board of Directors, the Board of Directors and all METRO officers, committees or departments in all matters pertaining to their office.
- (b) Represent and appear, if authorized and directed by the Board of Directors, for METRO and any officer or employee, in any and all actions and proceedings in which METRO or any officer or employee, in or by reason of their official capacity, is concerned or is a party; however, the Board of Directors shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter, or to assist the District Counsel therein.
- (c) Attend all meetings of the Board of Directors as directed by the Board of Directors and give legal advice or opinions in writing whenever requested to do so by the Board of Directors, or by any of the committees or officers of METRO.
- (d) Review all contracts to be made by METRO and provide the Board of Directors, its officers and staff with legal advice regarding same.
- (e) Prepare any and all proposed ordinances or resolutions for METRO and amendments thereto.
- (f) Perform such other acts relating to the office as the Board of Directors shall require; and
- (g) On vacating the office, surrender all books, papers, files, and documents pertaining to METRO's affairs.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of May, 2014, by the following vote:

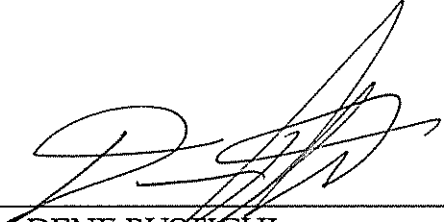
**AYES:** Directors - Bryant, Bustichi, Cervantez, Dodge, Graves, Hinkle, Lane, Leopold, McPherson and Robinson

**NOES:** Directors - None

**ABSTAIN:** Directors - None

**ABSENT:** Directors - Friend

APPROVED



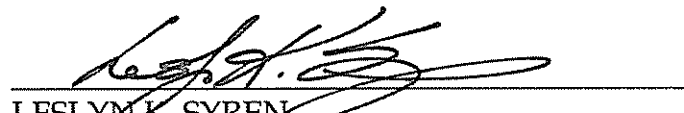
DENE BUSTICHI  
Board Chair

ATTEST

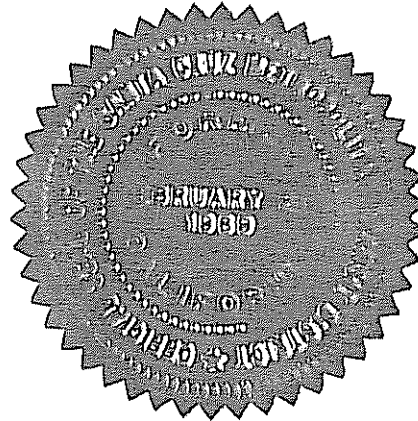


ALEX CLIFFORD  
CEO/General Manager

APPROVED AS TO FORM:



LESLYN K. SYREN  
District Counsel



Regulation Number: AR-1004

Computer Title: Director’s Code of Ethics

Effective Date: April 16, 1999

Pages: 4

**TITLE: Santa Cruz Metropolitan Transit District Director’s Code of Ethics**

REVISION DATE	SUMMARY OF REVISION	APPROVED
April 16, 1999	Policy Implemented	J.B.
February 24, 2006	Section IX – Ethics training added	M.R.
December 15, 2006	Delete specific section of Director’s Code of Ethics	M.R.
May 23, 2008	Change reference to District with “METRO”; Enhance protected classes from discrimination	J.B

**I. POLICY**

METRO Directors are public servants and, as such, are expected to be impartial and responsible in fulfilling the public trust placed in them. The public expects the highest standard of ethical conduct from all those in public service. METRO Directors are expected to demonstrate personal integrity, honesty, and truthfulness in all their public activities in order to inspire public confidence and trust in METRO.

**II. APPLICABILITY**

- 2.01 This policy is applicable to all METRO Directors.
- 2.02 Notwithstanding any provision of this Code every METRO Director shall comply with applicable Federal, State and local laws.

**III. RESPONSIBILITIES OF PUBLIC SERVICE**

- 3.01 METRO Directors are bound to discharge faithfully the duties of their offices, recognizing that the lives, safety, health, and welfare of the general public must be their primary concern. Their conduct in their official and private affairs should be above reproach to assure that their public office is not used for personal gain.

#### IV. POLITICAL ACTIVITY

- 4.01 Except as herein otherwise provided, or as necessary to meet requirements of federal or state law, no restriction shall be placed on the political activities of any METRO Director.
- 4.02 No METRO Director who holds, or who is seeking election or appointment to, any office or employment in a state or local agency shall, directly or indirectly, use, promise, threaten or attempt to use any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid, obstruct, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within METRO.
- 4.03 No METRO Director shall directly or indirectly solicit a political contribution from a METRO employee, except if such solicitation is part of a solicitation made to a significant segment of the public, which may include METRO employees.
- 4.04 No METRO Director who holds, or is seeking election or appointment to, any office shall offer or arrange for any increase in compensation or salary for a METRO employee in exchange for, or promise of, a contribution or loan for the person who holds, or who is seeking election or appointment to such office.
- 4.05 No METRO Director shall engage in political activity while acting in his/her capacity as a Director for METRO.

#### V. NONDISCRIMINATION

- 5.01 METRO Directors shall not, in the performance of their METRO responsibilities, engage in unlawful discrimination of any sort under any applicable federal, state, county or municipal law or ordinance, including without limitation discrimination against any person on the basis of race, religious creed, color, national origin, ancestry, sex, gender, pregnancy or related medical condition, age, marital status, medical condition (cancer related or genetic characteristics), sexual orientation, veteran status or physical or mental disabilities and they shall make good faith efforts to support and comply with METRO's equal opportunity and affirmative action goals and objectives.

#### VI. REPORTING OF IMPROPER GOVERNMENT ACTIVITIES

- 6.01 METRO Directors are encouraged to serve the public interest by disclosing to the Board of Directors to the extent not in conflict with the attorney-client privilege



or the physician-patient privilege, information concerning METRO activities where the Director has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation or noncompliance with state or federal regulation. No Director of METRO shall use or attempt to use his or her authority to interfere with such disclosure made by another Director or a METRO employee or to retaliate against a Director or METRO employee for such disclosure.

## VII. ETHICS TRAINING

- 7.01 Each Director shall receive at least two hours of training in general ethics principles and ethics laws relevant to his/her public service every two years.
- 7.02 Ethics laws include but are not limited to the following:
- (a) Laws relating to personal financial gain by public servants, including but not limited to, laws prohibiting bribery and conflict-of-interest laws;
  - (b) Laws relating to claiming prerequisites of office, including but not limited to gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies;
  - (c) Government transparency laws, including, but not limited to financial interest disclosure requirements and open government laws;
  - (d) Laws relating to fair processes, including but not limited to common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.
- 7.03 METRO's Administrative Services Coordinator shall provide information on training available to meet the requirements of this section to the directors at least once annually.
- 7.04 Each Director in office as of January 1, 2006 except for officials whose terms of office ends before January 1, 2007, shall receive the training required herein before January 1, 2007. Thereafter, each local agency official shall receive such training at least once every two years.
- 7.05 A Director who serves more than one local agency shall satisfy the training requirements once every two years without regard to the number of local agencies with which he/she serves.
- 7.06 The Administrative Services Coordinator shall maintain training records as

required herein for at least 5 years which indicate both of the following:

- (a) The dates that the Directors satisfied these training requirements.
- (b) The entity that provided the training.

7.07 All ethics training records prepared and/or maintained in accordance with this section are subject to disclosure under the California Public Records Act.

<b>Reimbursable</b>	<b>Rates</b>
<b>Transportation:</b>	
Airporter (e.g. shuttle)	Actual
Bridge tolls	Actual
Cab, per person, per trip	Actual
Parking at airport, per day	Actual
Parking at hotel, conference center, per day	Actual
Personal vehicle mileage to/from airport/conference, per mile	IRS Publication 463*
Public transportation (e.g. bus, subway), per trip/Daypass	Actual
Rental Car (includes insurance) per day	Actual
Baggage Fees	Actual
<b>Meals:</b>	
Breakfast	Not to exceed 20.00
Lunch	Not to exceed \$25.00
Dinner	Not to exceed \$50.00
Tips for meals (15% maximum)	
<b>Not Reimbursable</b>	
<b>Transportation:</b>	
Baggage Claims	
Cab (personal)	
Tips to cabs	
Tips for luggage handling	
Ticket upgrades/early check-in	
<b>Meals:</b>	
Alcoholic Beverages	
Meals for others (e.g. spouses, personal guests)	
Meals upon return to Santa Cruz County	
Snacks	
<b>Personal Items:</b>	
Housekeeping tips	
Clothes cleaning	
Clothing	
Entertainment (e.g. in-room pay movies, video rentals)	
Hair care	
Personal items (e.g. toothpaste)	
Shoeshine	
Souvenirs/Gifts	
Trip Insurance	
<b>Lodging:</b>	
Other than self (e.g. spouse, personal guests)	

## METRO's Rules of Procedure for Meetings

### A. Motions

1. A motion is the means used by a Director to present a substantive proposal to the Board of Directors for consideration and action. It is the basic means for the transaction of business. Only one subject can be considered by the Board of Directors at one time, therefore, a motion can be proposed only when no other motion is before the Board. A motion must be introduced by the words, "I move..."
2. A motion should be concise and clear. If a motion is confusing, unnecessarily long or involved, the Chair should ask the proposer to rephrase the motion and, if necessary, should assist the Director in doing so. The Chair can rephrase the motion only in wording that is approved by its proposer. The Chair can require that any motion be submitted in writing.
3. A motion requires a second, which means that another director indicates a desire to have the proposal considered. The Director who seconds the motion does not have to be in support of the motion.
4. When a motion has been moved and seconded, the Chair opens the matter for debate. When any Director wishes to speak in debate, he/she shall so indicate to the chair.
5. The motion may be decided by a vote approving or defeating it or it may be disposed of by some other motion such as referral to a committee. No motion may simply be ignored; definite action must be taken on it. A motion passes if at least six affirmative votes are recorded.

### B. Motion to Amend

1. The purpose of a motion to amend is to modify a motion that is being considered by the Board of Directors so that it will express more satisfactorily the will of the directors. There is no limit to the number of amendments that can be considered to modify a motion.
2. A Motion to Amend requires a second, is debatable, cannot be amended, and takes precedence over the main motion. However, if an amendment is offered as a "friendly amendment" and is accepted by the proposer of the main motion then a second is not required to incorporate the amendment into the main motion.

3. Amendments are voted on in the reverse order of their proposal. The vote then shall be taken on the amendment to the motion and, finally on the motion.

### **C. Debate**

1. The purpose of a legislative body is to secure the collective judgment of the group on proposals submitted to it for decision. This purpose is best served by the free interchange of thought through discussion and debate. The right of every director to participate in the discussion of any matter of business that comes before the Board of Directors is one of the fundamental principles of parliamentary law. Therefore, every director is guaranteed a reasonable and equal opportunity to be heard.
2. Usually the first director who indicates to the chair a desire to speak will be recognized for that purpose. When more than one director indicates a desire to speak, the following rules will apply:
  - a.) The proposer of the Motion or the author of a Report will be recognized first;
  - b.) A director who has not had the opportunity to speak will be recognized over one who has already spoken on the issue. Similarly one who seldom speaks should be recognized over one who speaks more frequently;
  - c.) The Chair should alternate between the supporters and opponents of an issue.
3. When it appears to the Chair that all the directors who wish to speak have been recognized, he/she may call for a vote.
4. A Motion to Close Debate (Calling the Question) will prevent or stop debate on the motion (or motions) to which it is applied and bring it (them) to an immediate vote. The Motion to Close Debate may be proposed at any time after the motion to which it applies has been stated to the Board of Directors. Once a Motion to Close Debate is offered, the Chair shall decide whether or not Debate should be closed considering whether there are other Directors who wish to debate the issue and whether the debate will be productive. The Board of Directors with a minimum of six affirmative votes may overrule the decision of the Chair.
5. A Motion to Postpone Temporarily (To Lay on the Table, or to Table) is a motion to set aside temporarily a pending motion in such a way that, if the Board of Directors wishes, the postponed motion can be taken up again for consideration at any time during the current meeting by a motion to resume its consideration. A Motion to Postpone Temporarily requires a second, is not debatable and cannot be amended and requires at least six

affirmative votes for passage or two-thirds when used to suppress a motion without further debate.

#### **D. Motion To Reconsider**

1. A Motion to Reconsider is to enable the Board of Directors to set aside a vote on a motion taken at the same meeting and to consider the motion again as though no vote had been taken on it because of a misunderstanding or because action was taken without adequate information or because later events cause the Board of Directors to change its mind.
2. A Motion to Reconsider is a restorative motion and can be offered at any time during a meeting. It is unusual in that, unlike an ordinary motion, it may be proposed even if other business is under consideration, and if necessary, it may interrupt a speaker. When a Motion to Reconsider is proposed and seconded while other business is pending, the Chair directs the secretary to record its proposal; but the Motion to Reconsider is not considered until the pending business has been handled. It is then considered and decided immediately.
3. Any Director may offer the Motion to Reconsider when it appears justified, as when new facts have come to light or when an error needs to be corrected, or when a hasty decision appears to have been made. If the Chair considers the motion dilatory, it can be ruled out of order. If there is disagreement about whether the Motion is dilatory, the decision of the Chair can be appealed, in which case the ultimate decision is made by the Board of Directors.
4. A Motion for Reconsideration requires a second, debate is restricted to the reasons for reconsideration, it cannot be amended and requires at least six affirmative votes.

#### **E. Points of Order**

1. A Point of Order calls the attention of the Board of Directors and of the Chair to a violation of the rules, an omission, a mistake or an error in procedure and to secure a ruling from the Chair on the question raised.
2. A Point of Order must be raised immediately after the mistake, error, or omission occurs. It cannot be brought up later unless the error involves a violation of law, or of the bylaws, or the accuracy of the minutes.
3. As soon as the Director has stated a point of order, the Chair must rule on it, declaring that the point is “well taken” or “not well taken”. The Chair may state the reasons for the decision, if desired. If the Chair is in doubt

as to the correct decision, the ruling may be delayed briefly. Meanwhile, action on the matter affected by the point of order is deferred. When the Chair refers a point of order to the Board of Directors for decision, discussion is not in order unless the Chair invites it. No appeal may be taken from a decision by the Board of Directors on a point of order. A Director wishing to challenge a decision of the Chair on a point of order must appeal to the Board of Directors. A minimum of six affirmative votes by the Board of Directors is required to overrule the Chair.

4. The highest Point of Order is the request for Personal Privilege, which takes precedence over all other matters. This request enables a Director to secure an immediate decision and action by the Chair on a request that concerns the comfort, convenience, rights or privileges of the Board or of the Director himself/herself. It may be used when a Director believes that he/she has been insulted and wants to respond. It should be used sparingly and may never be used to raise a substantive point.

**F. Procedures Not Addressed**

If there are any procedural matters that arise during a meeting of the Board of Directors that are not covered in these Rules of Procedure or in the Santa Cruz METRO Bylaws, the Chair shall decide how to proceed. The Board of Directors with at least six affirmative votes, however, may overrule the Chair.

- THIS PAGE INTENTIONALLY LEFT BLANK -





# **Year to Date Monthly Financial Report as of September 30, 2014**

Santa Cruz METRO Board of Directors

*January 9, 2015*

Angela Aitken, Finance Manager

# FY15 Operating Revenue and Expenses

## For the Month Ending September 30, 2014

25% of Fiscal Year Elapsed

\$ In Thousands	Actual	Budget	Actual vs Budget
<b>Operating Revenue:</b>	\$4,096	\$4,452	(\$356)
<b>Operating Expenses:</b>			
Labor & Fringe Benefits	\$3,065	\$3,286	(\$221)
Non-Personnel Expenses	\$827	\$791	\$36
<b>Total Operating Expenses:</b>	<b>\$3,892</b>	<b>\$4,077</b>	<b>(\$185)</b>
<b>Operating Budget Under/(Over):</b>			<b>(\$171)</b>

10.2



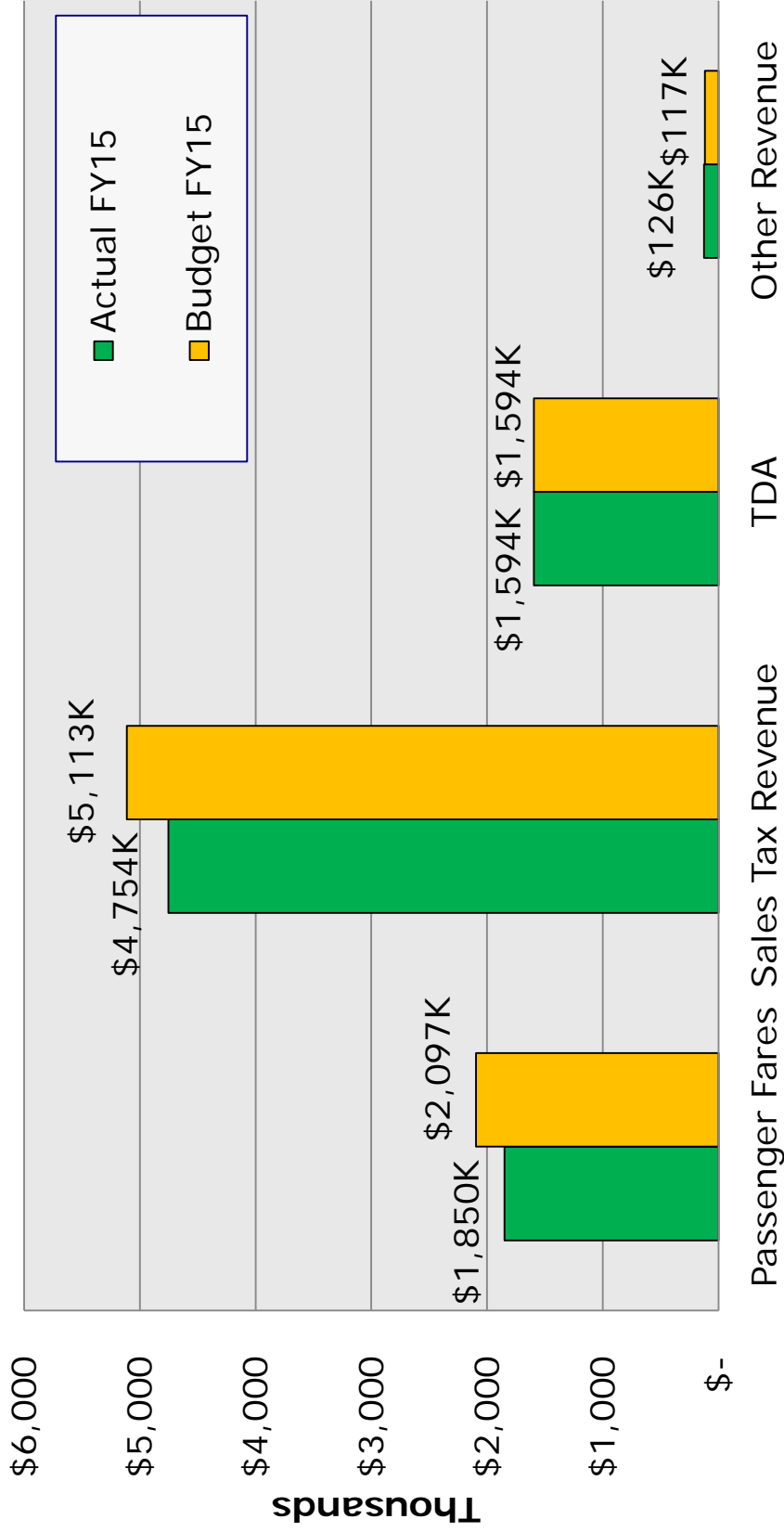
# FY15 Operating Revenue and Expenses Year to Date as of September 30, 2014

25% of Fiscal Year Elapsed

\$ In Thousands	Actual	Budget	Actual vs Budget
<b>Operating Revenue:</b>	\$8,325	\$8,922	(\$597)
<b>Operating Expenses:</b>			
Labor & Fringe Benefits	\$9,006	\$9,858	(\$851)
Non-Personnel Expenses	\$2,158	\$2,260	(\$102)
<b>Total Operating Expenses:</b>	<b>\$11,164</b>	<b>\$12,118</b>	<b>(\$954)</b>
<b>Operating Budget Under/(Over):</b>			<b>\$357</b>

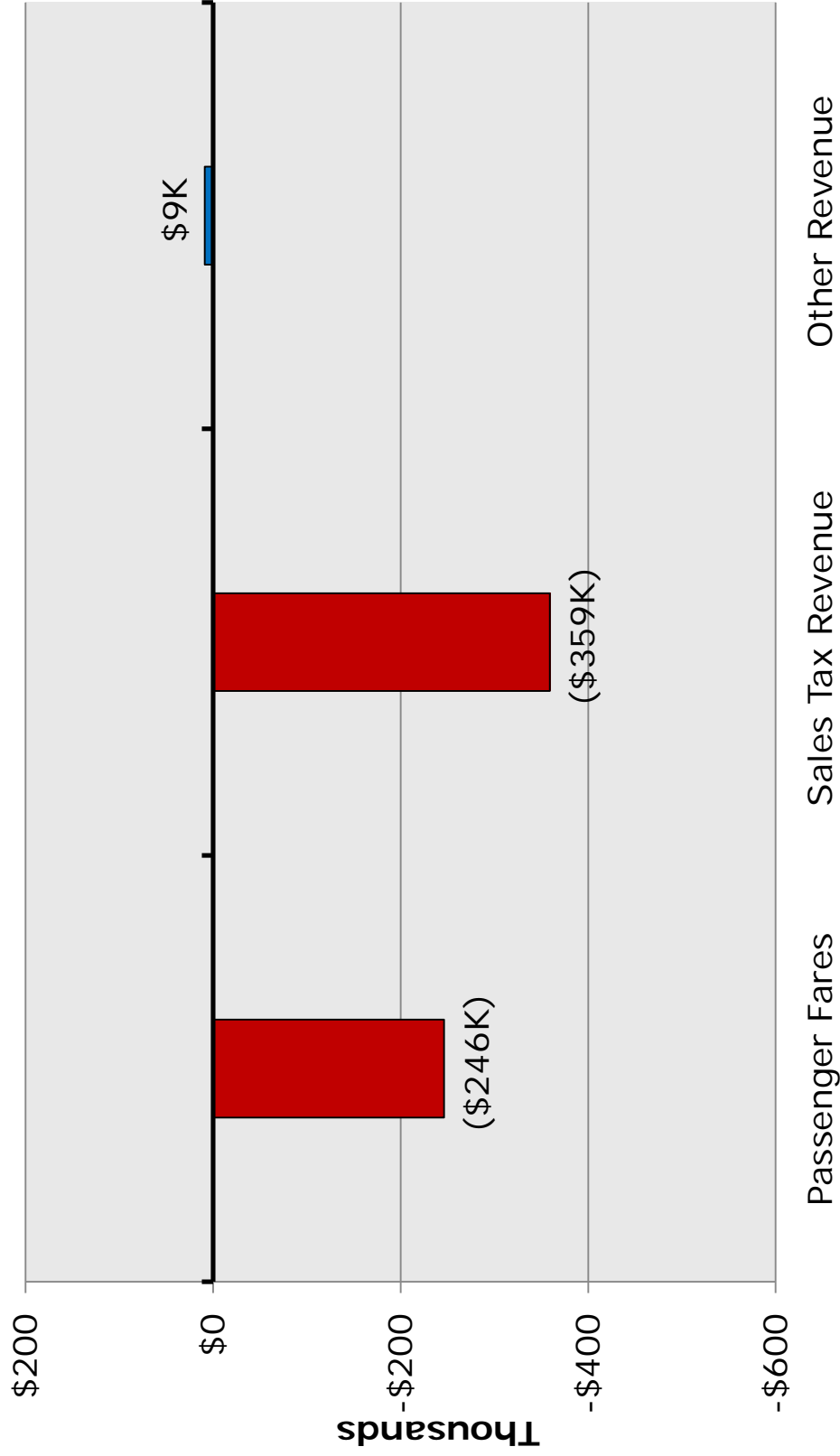
# FY15 Operating Revenue by Major Funding Source Year to Date as of September 30, 2014

25% of Fiscal Year Elapsed



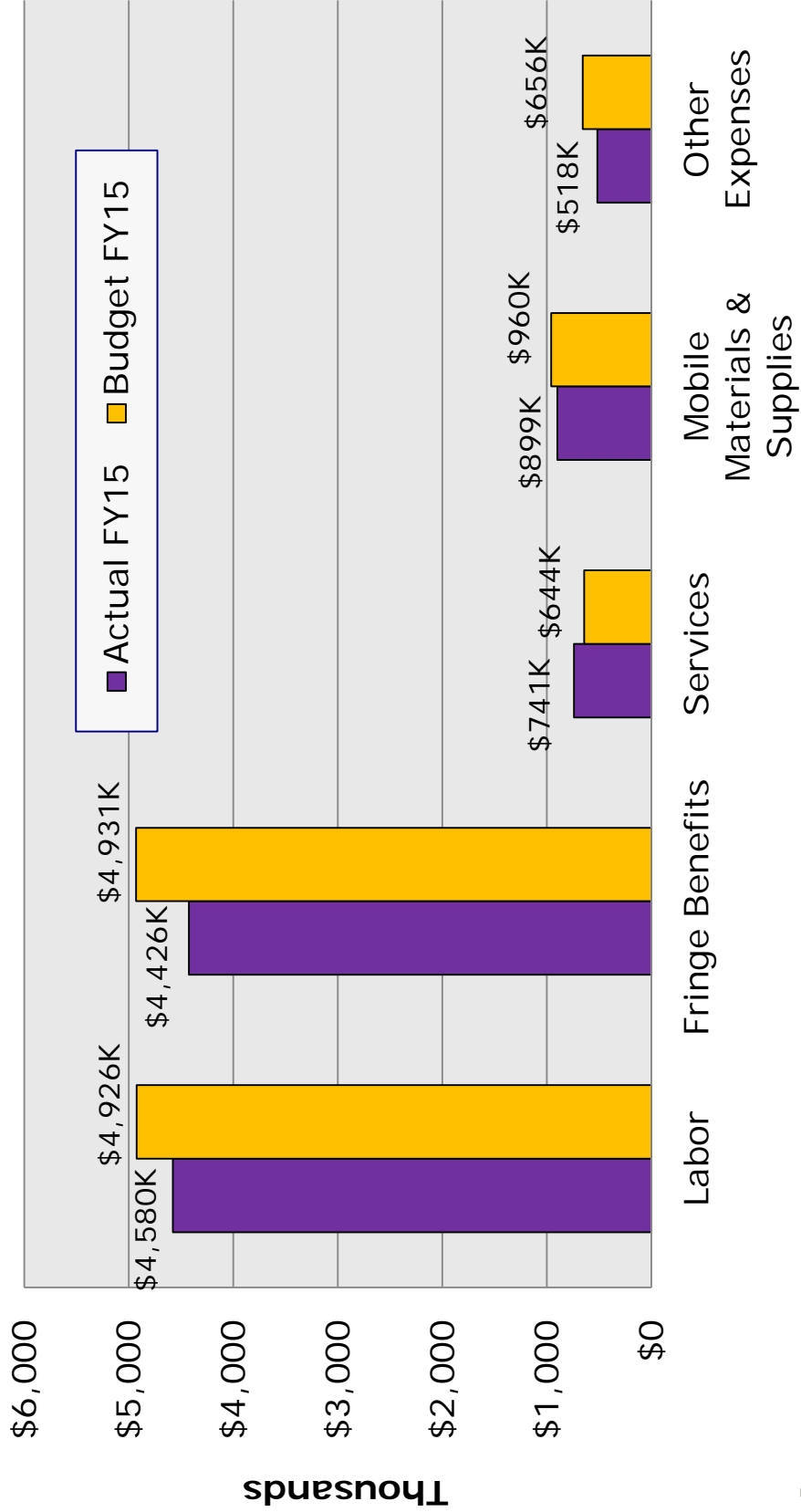
# Favorable/(Unfavorable) Revenue Variance to Budget Year to Date as of September 30, 2014

25% of Fiscal Year Elapsed



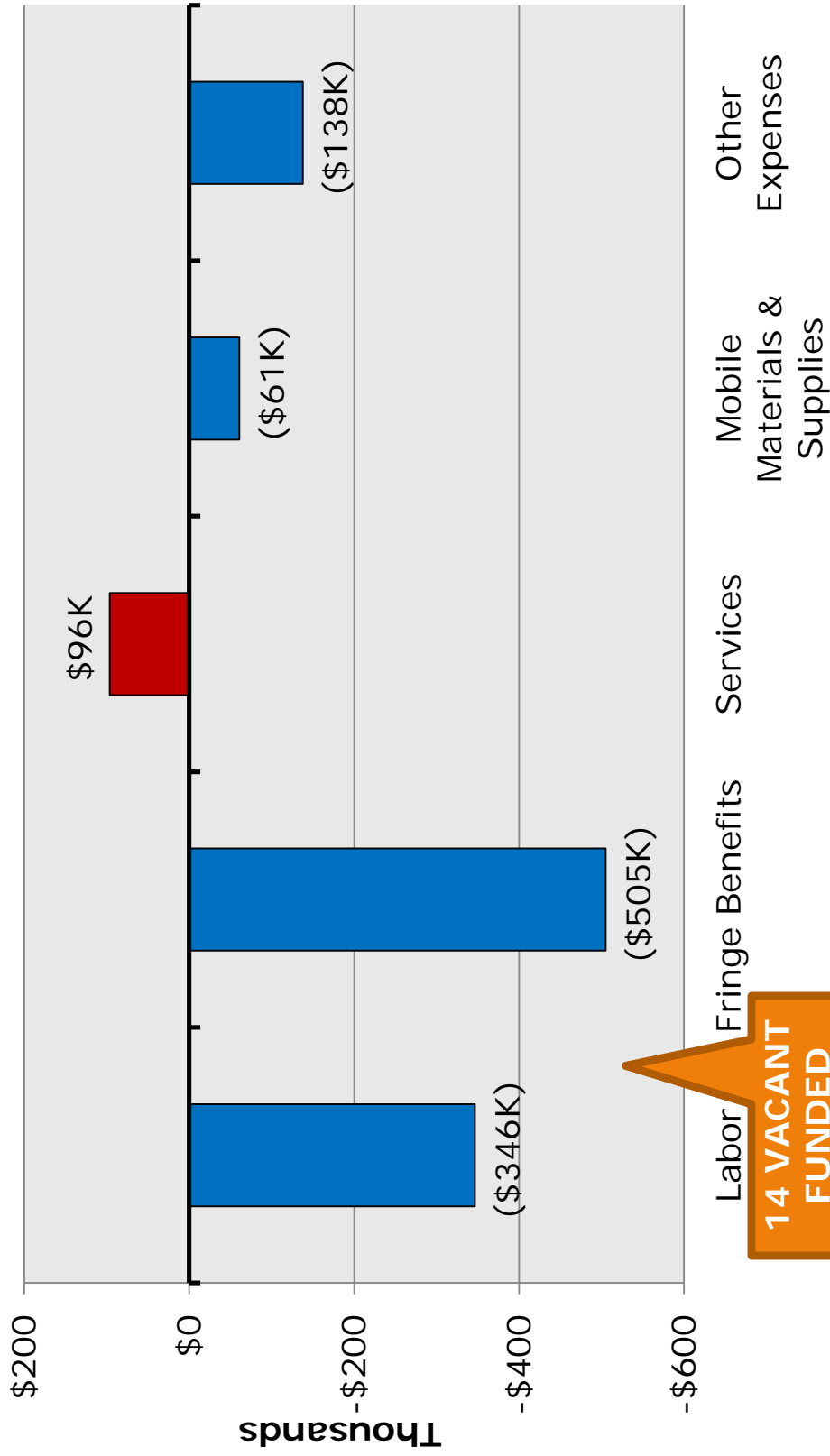
# FY15 Operating Expenses by Major Expense Category Year to Date as of September 30, 2014

25% of Fiscal Year Elapsed



(Favorable)/Unfavorable Expense Variance to Budget  
Year to Date as of September 30, 2014

25% of Fiscal Year Elapsed



**14 VACANT FUNDED POSITIONS**

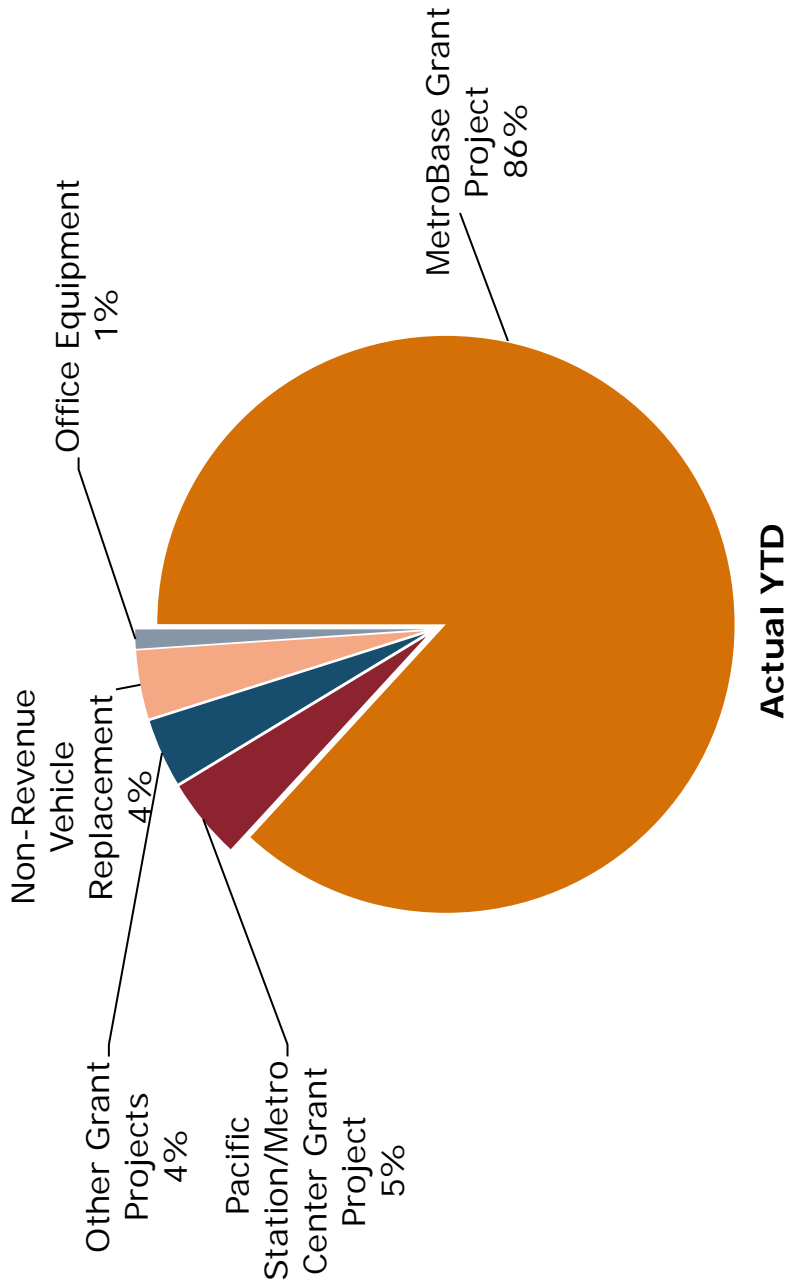


# FY15 Capital Budget

Year to Date as of September 30, 2014

25% of Fiscal Year Elapsed

	Actual YTD	Total FY15 Budget	% Spent YTD
<b>Total Capital Projects:</b>	<b>\$1,495,243</b>	<b>\$20,861,899</b>	<b>7%</b>





# Questions

10.9



- THIS PAGE INTENTIONALLY LEFT BLANK -



**DATE:** January 9, 2015  
**TO:** Board of Directors  
**FROM:** Alex Clifford, CEO  
**SUBJECT:** CY15 STATE AND FEDERAL LEGISLATIVE AGENDA

## **I. RECOMMENDED ACTION**

**That the Board of Directors approve the Santa Cruz Metropolitan Transit District (METRO) CY15 State and Federal legislative agenda as presented in the attachments to 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 year.
- 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.
- 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**

METRO is a major economic and mobility contributor to the region, employing 335 people and providing over 5.5 million trips a year with a budget of \$48.5 million. METRO's capital program, estimated to be about \$21 million in FY15, 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 87% 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.

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

- ½ cent sales tax - 41%
- Federal operating grants - 12%

- State funding sources - 19%
- Passenger fares - 21%
- Reserves, advertising and leases - 7%

METRO's financial challenges since the economic downturn in 2008 have included two years of reduced sales tax year-over-year (2009 & 2010) and sluggish sales tax growth from 2011 through 2014. Complicating the financial picture further is 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) since FY10. 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.

In an effort to balance the operations budget, METRO has used three non-traditional funding sources to achieve a balanced budget since 2011:

- The first is operating/capital reserves. This one-time revenue source is simply not sustainable and taps dollars that should be utilized for capital programs. In the FY15 budget, METRO allocated \$3.4 million from capital/operating reserves to balance the budget. In FY16, another \$3.2 million in capital/operating reserves is programmed to balance the budget.
- Second, since 2011 METRO has utilized 100% of the State Transit Assistance (STA) funds for operations. Historically, these funds have been dedicated by law 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. This State legislative waiver expires at the end of this current fiscal year and, absent new legislation to extend this waiver, METRO will need to budget STA for capital and not operations in its FY16 budget. Doing so will leave a \$2.8 million hole in the operating budget.
- Third, since 2011 METRO has budgeted 100% of the FTA Small Transit Intensive Cities (STIC) program to the operating budget. Historically these funds have been used exclusively in the capital program. METRO budgeted \$1.35 million in STIC dollars in the FY15 operating budget, and has programmed \$1.4 million in STIC funding in FY16.

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). In a basic sense, the system is in an SOGR when all maintenance is performed at scheduled intervals and all facilities, 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 equipment, 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 and mid-life bus overhauls.

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 (CTS GP) 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.

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 has been 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 grants were significantly reduced and 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 costs when trying to catch up later. A hypothetical analogy to make this point might be as follows: if one chooses to save money by not maintaining their car at suggested intervals, they save money until that fateful day when their engine prematurely fails because they did not maintain their car at suggested intervals. Obviously the cost of replacing the engine will exceed the cost of maintaining the vehicle at suggested intervals.

METRO needs to strive to reduce its dependence on one-time funding sources such as capital/operating reserves and 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 needed match for future State and Federal grant opportunities. However, the challenge to find a way to balance the

budget without the use of \$7.5 million in capital eligible funds is significant. To that end, the METRO Board has been working through this issue in monthly workshops since August 2014 and will likely make some difficult decisions in early 2015.

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 CY15.
- Accept the proposed legislative program with Board adopted edits/changes.

#### **VI. ATTACHMENTS**

**Attachment A:** Proposed State legislative program

**Attachment B:** Proposed Federal legislative program

**VII. APPROVALS:**

Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -



# Attachment A

## CY15 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:
  - Support legislation to clean-up the Transit and Intercity Rail Capital Program to make bus operators eligible and other efforts to streamline cap-and-trade programs to METRO's benefit.
  - Seek maximum flexibility in the use of Cap-and-Trade dollars
  - Work to ensure growth in cap-and-trade dollars available to transit
- 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
  - Support the full funding of the STA program at levels called for in the 2011 reenactment of the 2010 gas-tax swap legislation, and, support increases to the baseline program funding level
  - Advocate for and support legislation that will allow STA to be used for operations by extending the efficiency criteria exemption
- Support efforts to amend the Penal Code to decriminalize youth fare evasion and penalize individuals for failing to yield seating to elderly and disabled individuals
- Partner with statewide transportation agencies and coalitions to develop and support a long term solution to the State's vehicle weight limit regulations that reflects current public transit operating realities and requirements
- Monitor California Air Resources Board action on the implementation of the State's zero emission bus purchase requirement and support strategies that recognize and address the financial challenges associated with mandating the procurement of zero emission buses
- Seek legislation that will allow transit districts to have the same rights within a right-of-way, as it pertains to bus stops, as the entity that owns and controls the right of way
- Support establishing new funding sources for Transit Oriented Development (TOD) and bus facilities
- Continue active involvement in the California Transit Association (CTA)

# Attachment B

## CY15 FEDERAL LEGISLATIVE AGENDA

- Authorize sufficient revenues to ensure the stability of the federal Highway Trust Fund and address the growing infrastructure needs of the country and support efforts to identify new funding sources to augment the Highway Trust Fund
- Enact a six-year surface transportation reauthorization bill to allow for long-term planning with growth
- Increase the set-aside in the FTA Section 5307 formula program for the Small Intensive Cities (STIC) program from 1.5% to 3%
- Either restore the FTA Bus and Bus Facilities program to a competitive discretionary program and to a funding level of at least \$984 million annually, or, increase the overall allocation of Federal funding to levels that compensate for the \$562 million (57%) cut to the Bus and Bus Facilities program in the 2012 MAP-21 law
- Enact a permanent extension of the alternative fuels tax credit, which expired at the end of 2014 which is worth approximately \$1.2 million annually to METRO
- Enact a permanent policy of employer-provided transit tax benefits on par with those for parking
- Provide federal assistance toward the cost associated with meeting federal Americans with Disabilities Act requirements
- 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 capital programs and to keep up with State Of Good Repair