



AGENDA

**BOARD OF DIRECTORS
REGULAR MEETING OF JAN. 10, 2014
8:30 AM**

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

THE BOARD MEETING AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM AND IS AVAILABLE FOR INSPECTION AT SANTA CRUZ METRO'S ADMINISTRATIVE OFFICES LOCATED AT 110 VERNON STREET, SANTA CRUZ, CALIFORNIA

- | | | |
|--------------------------|---|-------------------------------------|
| <input type="checkbox"/> | <i>Director Hilary Bryant</i> | <u><i>City of Santa Cruz</i></u> |
| <input type="checkbox"/> | <i>Director Dene Bustichi, Vice Chair</i> | <u><i>City of Scotts Valley</i></u> |
| <input type="checkbox"/> | <i>Director Karina Cervantez</i> | <u><i>City of Watsonville</i></u> |
| <input type="checkbox"/> | <i>Director Daniel Dodge, Chair</i> | <u><i>City of Watsonville</i></u> |
| <input type="checkbox"/> | <i>Director Zach Friend</i> | <u><i>County of Santa Cruz</i></u> |
| <input type="checkbox"/> | <i>Director Ron Graves</i> | <u><i>City of Capitola</i></u> |
| <input type="checkbox"/> | <i>Director Michelle Hinkle</i> | <u><i>County of Santa Cruz</i></u> |
| <input type="checkbox"/> | <i>Director Deborah Lane</i> | <u><i>County of Santa Cruz</i></u> |
| <input type="checkbox"/> | <i>Director John Leopold</i> | <u><i>County of Santa Cruz</i></u> |
| <input type="checkbox"/> | <i>Director Bruce McPherson</i> | <u><i>County of Santa Cruz</i></u> |
| <input type="checkbox"/> | <i>Director Lynn Robinson</i> | <u><i>City of Santa Cruz</i></u> |
| <input type="checkbox"/> | <i>Ex-Officio Director Donna Blitzer</i> | <u><i>UC Santa Cruz</i></u> |

*Les White, General Manager
Leslyn 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 Tony Tapiz, Administrative Services Coordinator 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 Tony Tapiz, 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 Tony Tapiz, Administrative Services Coordinator, 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.



MEETING LOCATION:
METRO ADMINISTRATIVE OFFICES
110 VERNON STREET
SANTA CRUZ, CA

8:30 A.M.

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION

1. CALL TO ORDER

2. ROLL CALL

3. ANNOUNCEMENTS

4. COMMUNICATIONS TO THE BOARD OF DIRECTORS

This time is set aside for Directors and members of the general public to address any item not on the Agenda which is within the subject matter jurisdiction of the Board. No action or discussion shall be taken on any item presented except that any Director may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Santa Cruz METRO will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. Any Director may place matters brought up under Oral and Written Communications on a future agenda. In accordance with District Resolution 69-2-1, speakers appearing at a Board meeting shall be limited to three minutes in his or her presentation. Any person addressing the Board may submit written statements, petitions or other documents to complement his or her presentation. When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

5. LABOR ORGANIZATION COMMUNICATIONS

6. 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.

7-1. NOTICE OF ACTION TAKEN IN CLOSED SESSION

7-2. CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM OF TAMMY BABITZKE, #13-0020; REJECT THE CLAIM OF GLEN LILLEY, #13-0021



- 7-3. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONFIDENTIALITY AGREEMENT WITH APPLE, INC. TO ASSIST IN INITIAL DISCUSSION TO GATHER TRANSIT INFORMATION FOR APPLE MAPS SOFTWARE APPLICATION**
- 7-4. CONSIDERATION OF EXECUTIVE MANAGEMENT COMPENSATION FOR GENERAL MANAGER AND DISTRICT COUNSEL**

REGULAR AGENDA

- 8. CONSIDERATION OF NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS, AND NOMINATIONS FOR MEMBERSHIP ON THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION**
Les White, General Manager
- 9. ORAL REPORT OF THE RECRUITMENT TASK FORCE**
Daniel Dodge, Chair
- 10. ANNOUNCEMENT OF NEXT MEETING: FRIDAY JANUARY 24, 9:00 AM, SANTA CRUZ CITY COUNCIL CHAMBERS, 809 CENTER STREET, SANTA CRUZ**
Daniel Dodge, Chair
- 11. ADJOURNMENT**
Adjourn to the next Board of Directors meeting.

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

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: January 10, 2014

TO: Board of Directors

FROM: Leslyn K. Syren, District Counsel 

SUBJECT: Notification Of Action Taken In Closed Session Regarding the Following:
Milton Litvin v. Santa Cruz Metropolitan Transit District, Case No. CV175879

Milton Litvin v. Santa Cruz Metropolitan Transit District, Case No. CV175879

On September 13, 2013, in closed session the Board of Directors authorized a settlement of this matter, for an accident that occurred on May 1, 2012, in Scotts Valley, California. The following directors authorized the settlement: Bryant, Bustichi, Dodge, Graves, Lane, Leopold, McPherson and Robinson. Directors Alejo, Friend and Hinkle were absent.

Pursuant to this direction, Santa Cruz METRO obtained a **Release In Full Of All Claims and Rights** executed by claimant and his attorney on October 26, 2013. On October 31, 2013, a settlement check was provided to the plaintiff and his attorney in the sum of \$12,500.00 pursuant to settlement authorization. A Dismissal with Prejudice of the Entire Action was filed by the plaintiff's attorney on November 4, 2013.

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GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Babitzke, Tammy
Date of Incident: 10/01/2013

Received: 12/05/2013 Claim #: 13-0020
Occurrence Report No.: SC 10-13-02

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: 1/6/14

I, Anthony Tapiz, 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 10, 2014.

By _____

Anthony Tapiz
RECORDING SECRETARY

Date: _____

Attachment(s)

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Lilley, Glen Received: 12/09/2013 Claim #: 13-0021
Date of Incident: 07/31/2013 Occurrence Report No.: SC 07-13-21

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: 1/6/14

I, Anthony Tapiz, 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 boardmeetingdate.

By _____

Anthony Tapiz
RECORDING SECRETARY

Date: _____

Attachment(s)

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 10, 2014

TO: Board of Directors

FROM: Frank Cheng, Project Manager & I.T. Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONFIDENTIALITY AGREEMENT WITH APPLE, INC. TO ASSIST IN INITIAL DISCUSSION TO GATHER TRANSIT INFORMATION FOR APPLE MAPS SOFTWARE APPLICATION

I. RECOMMENDED ACTION

Authorize the General Manager to execute a confidentiality agreement with Apple, Inc. to assist in initial discussion to gather transit information for Apple Maps software application.

II. SUMMARY OF ISSUES

- Joseph Meter from the Maps team at Apple, Inc. contacts Santa Cruz METRO(METRO) to discuss gathering transit information.
- A disclosure agreement was provided to METRO to continue discussions.
- Agreement was forwarded to District Counsel for approval.
- Staff recommends that the Board of Directors authorize the General Manager to execute a confidentiality agreement with Apple, Inc. to assist in initial discussion to gather information for Apple Maps software application.

III. DISCUSSION

METRO was contacted by Joseph Meyer from the Maps team at Apple, Inc. late 2013 to discuss gathering transit information and reaching out to a select group of transit agencies. In order to continue discussion with Apple, a disclosure agreement was sent to METRO. The agreement (See Attachment A) discusses the following:

- Definition of confidential information
- Nondisclosure and nonuse of confidential information
- No license to confidential information
- Feedback
- No Warranty
- Return of Documents
- Equitable Relief
- No Export
- No implied waiver

- No Assignment
- Entire agreement and governing law

METRO currently provide a public General Transit Feed Specification (GTFS) feed. GTFS feed allows transit agencies to publish their data and exchange information with other agencies.

Confidentiality agreement was forwarded to District Counsel for review. District Counsel concurs with the confidentiality agreement and recommends staff report for Board of Directors approval.

Staff recommends that the Board of Directors authorize the General Manager to execute a confidentiality agreement with Apple, Inc. to assist in initial discussion to gather information for Apple Maps software application.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

Attachment A: Apple Inc. Confidentiality Agreement

Prepared By: Frank Cheng, Project Manager and I.T. Manager
Date Prepared: January 3, 2014

Attachment A

Confidentiality Agreement (Discloses)
page 1 of 3

APPLE INC. CONFIDENTIALITY AGREEMENT (Apple Discloses)

This Confidentiality Agreement (the "Agreement") is entered into and is effective as of January 10, 2014 (the "Effective Date") by and between Apple Inc., 1 Infinite Loop, Cupertino, California 95014 ("Apple") and Santa Cruz Metropolitan Transit District, located at 110 Vernon Street, Santa Cruz, CA 95060 ("Recipient").

- 1. DEFINITION OF CONFIDENTIAL INFORMATION.** Recipient agrees that information disclosed by Apple to Recipient regarding any pre-release technologies (including related documentation and materials), and other information, including but not limited to information learned by Recipient from Apple employees, agents or through inspection of Apple's property, that relates to Apple's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to Recipient by Apple, the terms and conditions of this Agreement, and the existence of the discussions between Recipient and Apple will be considered and referred to collectively in this Agreement as "Confidential Information." Confidential Information, however, does not include information that: (a) is now or subsequently becomes generally available to the public through no fault or breach on the part of Recipient; (b) Recipient can demonstrate to have had rightfully in its possession prior to disclosure to Recipient by Apple; (c) is independently developed by Recipient without the use of any Confidential Information; or (d) Recipient rightfully obtains from a third party who has the right to transfer or disclose it to Recipient without limitation.
- 2. NONDISCLOSURE AND NONUSE OF CONFIDENTIAL INFORMATION.** Recipient agrees to protect Apple's Confidential Information, using at least the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, but no less than a reasonable degree of care. Recipient agrees to use Apple's Confidential Information for the sole purpose of evaluation in connection with Recipient's discussions with Apple related to this Agreement. Recipient will not disclose, publish, or disseminate Confidential Information to anyone other than those of its employees and consultants who have a need to know in order to accomplish such purpose and who are bound by a written agreement that prohibits unauthorized disclosure or use of Confidential Information. Recipient will be responsible for any violation of the terms of this Agreement by its employees and consultants. Recipient agrees not to use Confidential Information for any other purpose or for its own or any third party's benefit without the prior written consent of an authorized representative of Apple in each instance. Recipient may disclose Confidential Information to the extent required by law, provided Recipient make reasonable efforts to give Apple notice of such requirement prior to any such disclosure and take reasonable steps to obtain protective treatment of the Confidential Information.
- 3. NO LICENSE TO CONFIDENTIAL INFORMATION.** Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby and Apple retains all of its rights therein.

Attachment A

Confidentiality Agreement (Discloses)
page 2 of 3

4. **FEEDBACK.** Notwithstanding any other provision in this Agreement, if Recipient provides any ideas, suggestions or recommendations to Apple regarding Apple's Confidential Information ("Feedback"), Apple is free to use and incorporate such Feedback in Apple's products, without payment of royalties or other consideration to Recipient, so long as Apple does not infringe Recipient's patents, copyrights or trademark rights in the Feedback. Nothing in this Agreement is intended to grant a license or waive any rights in either party's patents, copyrights or trademarks.
5. **NO WARRANTY.** All information is provided "AS IS," and without any warranty, whether express or implied, as to its accuracy or completeness.
6. **RETURN OF DOCUMENTS.** Within ten business days of receipt of Apple's written request, and at Apple's option, Recipient will either return to Apple all tangible Confidential Information, including but not limited to all electronic files, documentation, notes, plans, drawings, and copies thereof, or will provide Apple with written certification that all such tangible Confidential Information has been destroyed.
7. **EQUITABLE RELIEF.** Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, Recipient agrees that Apple will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.
8. **NO EXPORT.** Recipient agrees that no Confidential Information, or any portion thereof, will be exported to any country in violation of the United States Export Administration Act and regulations thereunder, or any other applicable export control laws or regulations.
9. **NO IMPLIED WAIVER.** Apple's failure or delay in exercising any of its rights will not constitute a waiver of such rights unless expressly waived in writing.
10. **NO ASSIGNMENT.** This Agreement may not be assigned by Recipient by any means, including without limitation, by operation of law or merger. Any attempted assignment of this Agreement by Recipient in violation of this section will be void.
11. **ENTIRE AGREEMENT AND GOVERNING LAW.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed pursuant to this Agreement and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of California law concerning conflicts of law. The parties further submit to and waive any objections to the exclusive jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, or any other forum in Santa Clara County, for any litigation arising out of this Agreement.

Understood and agreed to by the duly authorized representatives of the parties:

Attachment A

*Confidentiality Agreement (Discloses)
page 3 of 3*

Apple Inc.

Recipient

By (Signature)

Date

By (Signature)

Date

Printed Name and Title

D01

Printed Name and Title

RECIPIENT: RETURN TWO SIGNED ORIGINALS TO APPLE EMPLOYEE

APPLE EMPLOYEE: RETURN ONE SIGNED ORIGINAL TO LEGAL, M/S 169-4I

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 10, 2014
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
**SUBJECT: EXECUTIVE MANAGEMENT COMPENSATION – GENERAL
MANAGER, DISTRICT COUNSEL**

I. RECOMMENDED ACTION

That the Board of Directors consider scheduled salary increases exceeding cost of living adjustments previously incorporated within the General Manager and District Counsel employment agreements.

II. SUMMARY OF ISSUES

- In December 2013, Santa Cruz METRO became aware of the fact, that in 2012, Government Code section 3511.2 became effective, prohibiting contracts between local agencies and their executives that include automatic salary increases, which exceed the cost-of-living adjustments
- As a result, any salary increases that are incorporated into the General Manager or District Counsel agreements must be specifically approved by the Board of Directors to be effective
- Under the terms of the General Manager's employment agreement, he was given an automatic longevity pay increase after fifteen (15) years of service, commencing November 3, 2012 to the present
- Likewise, the employment agreement with the District Counsel provided a scheduled salary increase after one (1) year of service, commencing December 17, 2013 to the present
- This action would authorize these increases while avoiding any conflict with Government Code section 3511.2

III. DISCUSSION

In December 2013, Santa Cruz METRO became aware of the fact, that in 2012, Government Code section 3511.2, became effective, prohibiting contracts between local agencies and their executives, that include automatic salary increases, which exceed the cost-of-living adjustments. As a result, any salary increases that are incorporated into the General Manager or District

Counsel letter and employment agreements must be specifically approved by the Board of Directors to be effective.

Under the terms of the General Manager's employment agreement, he was due an automatic longevity pay increase after fifteen (15) years of service, commencing November 3, 2012 to the present. Likewise, the employment agreement with the District Counsel provided a scheduled salary increase after one (1) year of service, commencing December 17, 2013 to the present.

This action would authorize these increases while avoiding any conflict with Government Code section 3511.2

Staff recommends approval of these employment agreements for the General Manager and the District Counsel, retroactive to their corresponding commencement dates.

IV. FINANCIAL CONSIDERATIONS

The above actions are, and have been, incorporated into the corresponding fiscal year budgets.

- Attachment A:** General Manager Letter of Agreement – April 8, 2011
- Attachment B:** General Manager Letter of Agreement – October 28, 2011
- Attachment C:** District Counsel Employment Agreement – December 7, 2012
- Attachment D:** Government Code Section 3511.1 - 3511.2

Date Prepared: January 6, 2014

ATTACHMENT A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 8, 2011

TO: Board of Directors

FROM: Ellen Pirie, Chair, Board of Directors

SUBJECT: CONSIDERATION OF EXECUTION OF A LETTER OF AGREEMENT TO EXTEND THE CURRENT EMPLOYMENT AGREEMENT WITH LESLIE R. WHITE TO SERVE AS GENERAL MANAGER FOR THE PERIOD JANUARY 1, 2012 THROUGH DECEMBER 31, 2012

I. RECOMMENDED ACTION

That the Board of Directors authorize the Chair to execute a Letter of Agreement to extend the Employment Agreement with Leslie R. White to serve as General Manager for the period January 1, 2012 through December 31, 2012.

II. SUMMARY OF ISSUES

- On November 3, 1997 the Board of Directors entered into an Employment Agreement with Leslie R. White to serve in the position of General Manager.
- On November 11, 1998, and August 17, 2001, October 22, 2004, September 28, 2007, and October 22, 2010 the Board of Directors renewed the Employment Agreement with Mr. White with minor modifications.
- The current Employment Agreement between the Board of Directors and Mr. White will expire on December 31, 2011.
- Currently Mr. White desires to continue to serve METRO as the General Manager by Executing a Letter of Agreement to extend the current Agreement through December 31, 2012. METRO is confronted with significant financial challenges and Mr. White's experience would be of assistance over the next year.
- The proposed Agreement Amendment contains the same terms and conditions as prior contracts, with the following exceptions: there would be no salary increases provided during the term of the extension, also, any salary/benefit reductions applied to the remainder of the employees at METRO would be applied to Mr. White. Additionally, the expiration date of the Agreement would be changed to December 31, 2012.

III. DISCUSSION

On November 3, 1997 the METRO Board of Directors entered into an Employment Agreement with Leslie R. White to serve in the position of General Manager. On November 11, 1998,

August 17, 2001, October 22, 2004, September 28, 2007, and October 22, 2010 the Board of Directors renewed the Employment Agreement with Leslie R. White with modifications.

The Employment Agreement Extension with Mr. White will expire on December 31, 2011. Currently, Mr. White has indicated that he desires to serve as the General Manager for an additional year. METRO will face significant financial and service challenges over the next year. The experience that Mr. White has in will be beneficial to assisting the Board face the coming challenges. A proposed Letter of Agreement to extend the Employment Agreement between METRO and Mr. White has been developed and is attached to this Staff Report. The proposed Letter of Agreement contains the same terms and conditions as prior contracts, with the following exceptions: there would be no salary increases provided during the term of the extension and any salary/benefit reductions applied to other METRO employees would be applied to Mr. White as well. The expiration date of the current Agreement would be changed to December 31, 2012.

IV. FINANCIAL CONSIDERATIONS

The compensation and benefit costs associated with approval of the proposed Employment Agreement are provided for in the METRO Operating Budget.

V. ATTACHMENTS

Attachment A: Proposed Letter of Agreement to extend the Employment Agreement--METRO/Leslie R. White

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Letter of Agreement

This is a Letter of Agreement made and entered into on April 8, 2011, by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "District"), and Leslie R. White (hereinafter referred to as "Employee").

WHEREAS, the Board of Directors of the District is authorized pursuant to the Santa Cruz Metropolitan Transit District Act of 1967, Sections 98114 and 98115 of the California Public Utilities Code to enter into contracts on behalf of the District and to appoint and fix the salary of the Secretary/General Manager; and

WHEREAS, the Board of Directors of the District, on November 3, 1997 entered into an Agreement to employ the services of Leslie R. White in the position of Secretary/General Manager; and

Whereas, on November 11, 1998, and August 17, 2001, October 22, 2004, September 28, 2007, and October 22, 2010, the Board of Directors renewed the Employment Agreement with the Employee, with minor modifications.

WHEREAS, the current extension of the Employment Agreement between the Board of Directors and the Employee expires on December 31, 2011 and,

WHEREAS, the current financial condition of the District makes increases in compensation inadvisable; and,

WHEREAS, the Employee is agreeable to serving as General Manager for an additional year with no increase in compensation, as well as accepting whatever salary/benefit reductions that are applied to the remainder of METRO employees; and,

WHEREAS, the Board of Directors of the District and the Employee wish to continue the current Employment Agreement with Leslie R. White through December 31, 2012.

THEREFORE, the Board of Directors of the District and the Employee hereby agree that the current Employment Agreement is extended through December 31, 2012.

Employee:

Santa Cruz Metropolitan Transit District

LESLIE R. WHITE
General Manager

ELLEN PIRIE
Chair, Board of Directors

Date

Date

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: October 28, 2011

TO: Board of Directors

FROM: Ellen Pirie, Chair, Board of Directors

SUBJECT: CONSIDERATION OF EXECUTION OF A LETTER OF AGREEMENT TO EXTEND THE CURRENT EMPLOYMENT AGREEMENT WITH LESLIE R. WHITE TO SERVE AS GENERAL MANAGER FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2014.

I. RECOMMENDED ACTION

That the Board of Directors authorize the Chair to execute a Letter of Agreement to extend the Employment Agreement with Leslie R. White to serve as General Manager for the period January 1, 2013 through December 31, 2014.

II. SUMMARY OF ISSUES

- On November 3, 1997 the Board of Directors entered into an Employment Agreement with Leslie R. White to serve in the position of General Manager.
- On November 11, 1998, and August 17, 2001, October 22, 2004, September 28, 2007, October 22, 2010, and April 8, 2011 the Board of Directors renewed the Employment Agreement with Mr. White with minor modifications.
- The current Employment Agreement between the Board of Directors and Mr. White will expire on December 31, 2012.
- Currently Mr. White desires to continue to serve METRO as the General Manager by Executing a Letter of Agreement to extend the current Agreement for the time period January 1, 2013 through December 31, 2014.

III. DISCUSSION

On November 3, 1997 the METRO Board of Directors entered into an Employment Agreement with Leslie R. White to serve in the position of General Manager. On November 11, 1998, August 17, 2001, October 22, 2004, September 28, 2007, October 22, 2010, and April 8, 2011 the Board of Directors renewed the Employment Agreement with Leslie R. White with modifications.

The Employment Agreement Extension with Mr. White will expire on December 31, 2012. Currently, Mr. White has indicated that he desires to serve as the General Manager through December 31, 2014. A proposed Letter of Agreement to extend the Employment Agreement between METRO and Mr. White has been developed and is attached to this Staff Report. The

Board of Directors
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Page 2

expiration date of the current Agreement would be changed to add the time period January 1, 2013 through December 31, 2014.

IV. FINANCIAL CONSIDERATIONS

The compensation and benefit costs associated with approval of the proposed Employment Agreement are provided for in the METRO Operating Budget.

V. ATTACHMENTS

Attachment A: Proposed Letter of Agreement to extend the Employment Agreement--
METRO/Leslie R. White

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Letter of Agreement

This is a Letter of Agreement made and entered into on October 28, 2011, by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "District"), and Leslie R. White (hereinafter referred to as "Employee").

WHEREAS, the Board of Directors of the District is authorized pursuant to the Santa Cruz Metropolitan Transit District Act of 1967, Sections 98114 and 98115 of the California Public Utilities Code to enter into contracts on behalf of the District and to appoint and fix the salary of the Secretary/General Manager; and

WHEREAS, the Board of Directors of the District, on November 3, 1997 entered into an Agreement to employ the services of Leslie R. White in the position of Secretary/General Manager; and

Whereas, on November 11, 1998, and August 17, 2001, October 22, 2004, September 28, 2007, October 22, 2010, and April 8, 2011 the Board of Directors renewed the Employment Agreement with Leslie R. White, with minor modifications.

WHEREAS, the current Agreement between the Board of Directors and Leslie R. White expires on December 31, 2012; and,

WHEREAS, Leslie R. White is agreeable to serving as General Manager for the time period January 1, 2013 through December 31, 2014; and,

WHEREAS, the Board of Directors of the District and the Employee wish to continue the current Employment Agreement with Leslie R. White through December 31, 2014.

THEREFORE, the Board of Directors of the District and the Employee hereby agree that the current Employment Agreement is extended for the time period January 1, 2013 through December 31, 2014.

Employee:

Santa Cruz Metropolitan Transit District

LESLIE R. WHITE
General Manager

ELLEN PIRIE
Chair, Board of Directors

Date

Date

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 7, 2012

TO: Board of Directors

FROM: Lynn Robinson, Chair

SUBJECT: CONSIDERATION OF APPOINTING LESLYN SYREN TO THE POSITION OF METRO DISTRICT COUNSEL AND AUTHORIZING THE CHAIR OF THE BOARD OF DIRECTORS TO EXECUTE AN EMPLOYMENT AGREEMENT FOR THE PERIOD DECEMBER 17, 2012 THROUGH DECEMBER 31, 2015.

I. RECOMMENDED ACTION

That the Board of Directors approve the appointment of Leslyn Syren to the position of METRO District Counsel. That the Board of Directors authorize the Chair to execute an Employment Agreement with Leslyn Syren for the period of December 17, 2012 through December 31, 2015.

II. SUMMARY OF ISSUES

- Earlier this year METRO District Counsel Margaret Gallagher notified the Board of Directors that it was her intention to retire at the end of 2012.
- In response to Ms. Gallagher's notification the Board of Directors formed a Recruitment Task Force comprised of Board Members; Chair Lynn Robinson, Vice-Chair Daniel Dodge, Director Dene Bustichi, Director John Leopold, and Director Ellen Pirie.
- With assistance of Human Resources Manager Robyn Slater the Recruitment Task Force placed solicitations in trade and legal media resulting in the receipt of 23 applications for the District Counsel position.
- The Members of the Recruitment Task Force reviewed the application materials that were submitted and developed a list of 5 candidates that would be interviewed in Santa Cruz.
- On November 16, 2012 the Recruitment Task Force interviewed the 5 selected candidates for District Counsel. Leaders from the UTU Local 23 and the SEIU Local 521 also were provided the opportunity to interview each of the 5 candidates.
- The November 16, 2012 interview process resulted in the selection of 3 candidates to be invited to Santa Cruz to be interviewed by the entire Board of Directors.
- On November 30, 2012 the Board of Directors interviewed the 3 selected candidates.

Board of Directors
Board Meeting of December 7, 2012
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- At the conclusion of the interview process the Board of Directors selected Leslyn Syren as the preferred candidate for the position of District Counsel and authorized the Chair of the Board to negotiate an Employment Agreement for review by the Board.
- The Chair of the Board has negotiated the attached Employment Agreement, effective 12/17/12-12/31/15, and Leslyn Syren has accepted the agreement pending approval by the Board of Directors.

III. DISCUSSION

METRO has been fortunate to have the services of Margaret Gallagher as the District Counsel for over 20 years. Earlier this year Ms. Gallagher indicated that it was her intention to retire at the end of 2012. Based upon the notification from Ms. Gallagher the Board of Directors began the process of recruiting an individual to be appointed to the position of District Counsel prior to the end of 2012.

The Board of Directors appointed a Recruitment Task Force comprised of Board Members, and supported by the METRO Human Resources Manager to carry out the recruitment process. Solicitations and information was distributed through trade and legal publications. METRO received 23 applications for the position of District Counsel as a result of the solicitations. The Members of the Recruitment Task Force reviewed all of the applications and selected 5 candidates to be invited to Santa Cruz for in-person interviews.

On November 16, 2012 the Members of the Task Force interviewed the selected candidates. The candidates were also interviewed by leaders from UTU 23 and SEIU 521. General Manager Les White was also provided an opportunity to meet with the candidates on November 16, 2012. As a result of these interviews 3 candidates were selected to be invited to Santa Cruz to be interviewed by the entire Board of Directors.

On November 30, 2012 the Board of Directors interviewed the selected 3 candidates for the position of District Counsel. At the conclusion of the interviews the Board selected Leslyn Syren as the preferred candidate and authorized the Board Chair to negotiate an Employment Agreement.

The Chair of the Board of Directors met with Leslyn Syren and negotiated an Employment Agreement for the period December 17, 2012 through December 31, 2015. Leslyn Syren has accepted the Agreement which is attached to this Report and therefore, the Agreement is now ready for Board consideration.

It is recommended that the METRO Board of Directors formally appoint Leslyn Syren as the District Counsel and authorize the Chair to execute the attached 2012/2015 Employment Agreement.

Board of Directors
Board Meeting of December 7, 2012
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IV. FINANCIAL CONSIDERATIONS

Funds to support the position of METRO District Counsel, and the provisions of the attached Employment Agreement, are contained in the 13/14 METRO Operating Budget.

V. ATTACHMENTS

Attachment A: Employment Agreement—METRO/Leslyn Syren, 2012 through 2015.

ATTACHMENT C

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EMPLOYMENT AGREEMENT

This is an employment agreement made and entered into on December 7, 2012 by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "SC METRO") and Leslyn Syren (hereinafter referred to as "Employee").

WHEREAS, the Board of Directors of the SC METRO is authorized pursuant to the Santa Cruz Metropolitan Transit District Act of 1967, Sections 98114 and 98115 of the California Public Utilities Code to enter into contracts on behalf of the SC METRO and to appoint and fix the salary of the District Counsel:

WHEREAS, the Board of Directors of the SC METRO desires to employ the services of Leslyn Syren in the position of District Counsel; and

WHEREAS, Leslyn Syren will serve as an at will employee in the position of District Counsel; and

WHEREAS, Leslyn Syren desires to enter into an agreement to serve in the position of District Counsel for the period December 17, 2012 through December 31, 2015.

THEREFORE, in consideration of the terms and conditions of the Agreement the parties agree as follows:

SECTION 1 – DUTIES AND RESPONSIBILITIES

- A. SC METRO agrees to the employment of Employee as District Counsel and the Employee accepts such employment under the terms and conditions set forth in this Agreement.
- B. Employee shall have and agrees to perform in good faith the duties and responsibilities of District Counsel. As such, Employee shall have the responsibility for the proper administration of the SC METRO in accordance with State law and such ordinance, resolutions and policies as have been or may be established by the Board of Directors. Employee shall have the general supervision and management of the legal affairs of the SC METRO under the direction of the Board of Directors and shall perform such duties as outlined in the position description, a true copy of which is attached heretofore as Attachment A, the terms of which are incorporated by reference herein as though fully set forth, and shall perform such other duties and responsibilities as may be assigned from time to time by the Board of Directors. Employee's duties shall also include but not be limited to those set forth in Public Utilities Code Section 98000 et seq (as amended) and the SC METRO Bylaws (as amended).

SECTION 2 – CONDITIONS OF EMPLOYMENT

- A. Employee shall devote all of her professional energies, interests, and abilities to the performance of the duties and responsibilities of District Counsel and shall not engage in any additional professional activities without the permission of the Board of Directors.

SECTION 3 – TERM OF EMPLOYMENT

- A. Subject to the provisions for termination set forth below in Section 7 of this Agreement, the Employee's term of employment shall be for the period December 17, 2012 through December 31, 2015.

ATTACHMENT C

SECTION 4 – COMPENSATION

- A. As compensation for the services rendered to the SC METRO during the term of this Agreement, the Employee shall be compensated at the rates identified in the District Management Compensation Plan identified as Attachment B to this Agreement, the terms of which are incorporated by reference herein as though fully set forth. It is agreed that the Employee shall initially be placed at step three (3) of the salary range for District Counsel as identified in Attachment B and shall advance to the next step in the range every twelve (12) months thereafter. Any cost of living adjustments approved by the Board of Directors applying to the rates of compensation in the Management Compensation Plan shall be applied to rates identified for the position of District Counsel in the Plan. Compensation provided under this section shall be payable in accordance with the SC METRO's regular payroll procedures.

SECTION 5 – VACATION

- A. Commencing upon execution of this Agreement, the Employee shall accrue vacation at a rate equivalent to three (3) weeks per year. Accrual shall be in accordance with the SC METRO's regular payroll procedures and the District's Management Compensation Plan.

SECTION 6 – SICK LEAVE

- A. The Employee shall be provided sick leave benefits in accordance with the District's Management Compensation Plan identified in Attachment B of this Agreement.

SECTION 7 – TERMINATION/SUSPENSION

- A. This Agreement may be terminated:
- i. By mutual agreement and upon such terms and conditions as agreed to in writing by the Employee and the SC METRO.
 - ii. By adoption of a resolution approved by the affirmative vote of a majority of the Board of Directors for the removal, with or without cause, of the Employee as District Counsel. The Employee shall be provided notification of the meeting where the resolution is to be considered at least ten (10) working days prior to the meeting;
 - iii. By not successfully passing the Probationary period. Employee shall be subject to an initial Probationary period of twelve (12) months. Prior to the end of the initial Probationary period, the Board of Directors act to confirm Employee's successful completion of Probation or act to extend the Probationary period for one or more additional periods of time. During the initial Probationary period or any approved extension, if it is determined by the Board of Directors that the Employee is not performing at the standards set by the Board of Directors, the Employee may be removed pursuant to the procedure set forth in subsection 7(A)(ii).
 - iv. By the death or resignation of the Employee.
- B. The SC METRO may suspend the Employee with or without full pay and benefits by the adoption of a resolution setting forth the reasons for the suspension approved by the affirmative vote of a majority of the Board of Directors for the suspension of the Employee as District Counsel. The Employee shall be provided notification of the meeting where the resolution is to be considered at least ten (10) working days prior to the meeting.
- C. This Agreement shall not limit the rights of the parties to pursue remedies under California State Law should a breach of contract occur which is not able to be mutually resolved by the parties.

ATTACHMENT C

SECTION 8 – COMPENSATION AFTER TERMINATION

- A. If the Employee does not successfully complete the probationary period (first twelve [12] months of employment and any approved extensions), or elects to voluntarily terminate employment prior to completing the probationary period the SC METRO is under no obligation to compensate the Employee for any time left until the end of the term of the contract.
- B. If this Agreement is terminated under Section 7(A)(ii) by the adoption of a resolution and the grounds for the Employee termination are malfeasance, dishonesty, or moral turpitude on the part of the Employee, which shall result in a conviction, the SC METRO shall have no additional financial obligation to the Employee. If the grounds of the Employee's termination under Section 7(A)(ii) are other than those set forth in the preceding sentence, the SC METRO shall compensate the Employee, at the level of salary and benefits in effect at the time of termination, for the remaining period of this Agreement or for a maximum period of eighteen (18) months, whichever is the lesser, and shall compensate the Employee for all unused leave accruals provided in the District's Management Compensation Plan identified in Attachment B to this Agreement.
- C. If this Agreement is terminated under section 7(A)(iv) by the Employee's death the SC METRO shall compensate the Employee's beneficiary, identified in the life insurance policy provided by the SC METRO, for all unused leave accruals provided in the District's Management Compensation Plan identified in Attachment B to this Agreement.

SECTION 9 – OTHER CONDITIONS OF EMPLOYMENT

- A. Employee shall be entitled to and receive the benefits and conditions of employment which are available generally to other non-bargaining unit employees of the SC METRO except as expressly modified by this Agreement. The District Management Compensation Plan is outlined in Attachment B and incorporated into this Agreement by reference. Any modifications in the District's Management Compensation Plan adopted by the Board of Directors during the term of this Agreement shall be incorporated into this Agreement at the time of adoption.

SECTION 10 – EVALUATIONS

- A. The Board of Directors shall evaluate the performance of the Employee at least annually. More frequent evaluations may be conducted if the Board of Directors deems it necessary.

SECTION 11 – EXPENSES

- A. The SC METRO shall provide the Employee reasonable and necessary business equipment and supplies in order to carry out the performance of her duties and responsibilities as set forth in this Agreement, in accordance with the SC METRO's normal practice. Any unanticipated reasonable and necessary business expenses which the Employee incurs shall be reimbursed by SC METRO upon satisfactory proof of detailed expenses and invoiced for which reimbursement is claimed.

SECTION 12 – INDEMNIFICATION

- A. To the extent permitted under California State Law, the SC METRO shall indemnify and hold harmless the Employee from any claim or legal action arising out of the Employee's actions in carrying out the duties of the District Counsel, as long as the Employee is acting within the course and scope of her employment as defined herein.

ATTACHMENT C

SECTION 13 – OTHER TERMS AND CONDITIONS

- A. Any notice to the District under this Agreement shall be furnished in writing by the Employee to the Chair of the Board, Santa Cruz Metropolitan Transit District, 110 Vernon Street, Santa Cruz, CA. 95060. Any notice to the Employee shall be furnished in writing by the SC METRO to her most recent home address as identified in her Employee Personnel file. All such notices must be sent by first class mail or delivered in person by messenger.
- B. This written instrument represents the entire Agreement between the parties and supersedes any prior agreements or understandings whether oral or written with the exception of those referenced in this Agreement.
- C. This Agreement cannot be changed or terminated orally and may be modified only by a written agreement executed by both parties.
- D. This Agreement is personal to the Employee and cannot be assigned to any other person by the Employee.
- E. This agreement shall be binding on the heirs, personal representatives, successors and assigns of the employee.
- F. This Agreement shall be interpreted, construed, and applied according to the laws of the State of California.
- G. The invalidity or unenforceability of any one or more provisions of this Agreement will in no way affect any other provisions.
- H. The captions or headings of the paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.
- I. Time is of the essence.
- J. No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on December 7, 2012.

Employee:

Santa Cruz Metropolitan Transit District

Leslyn Syren

Lynn Robinson
Chair, Board of Directors

Date

Date

**GOVERNMENT CODE
SECTION 3511.1-3511.2**

3511.1. As used in this chapter, the following definitions apply:

(a) "Compensation" means annual salary, stipend, or bonus, paid by a local agency employer to a local agency executive.

(b) "Cost-of-living" means the California Consumer Price Index for Urban Wage Earners and Clerical Workers as calculated by the Department of Industrial Relations.

(c) "Local agency" means a county, city, whether general law or chartered, city and county, town, school district, municipal corporation, district, political subdivision, or any board, commission, or agency thereof, or other local public agency.

(d) "Local agency executive" means any person employed by a local agency who is not subject to the Meyers-Miliias-Brown Act (Chapter 10 (commencing with Section 3500)), Chapter 5 (commencing with Section 45100) of Part 25 of Division 3 of Title 2 of the Education Code, or Chapter 4 (commencing with Section 88000) of Part 51 of Division 7 of Title 3 of the Education Code, and who meets any of the following requirements:

(1) The person is the chief executive officer, a deputy chief executive officer, or an assistant chief executive officer of the local agency.

(2) The person is the head of a department of a local agency.

(3) The person's position within the local agency is held by an employment contract between the local agency and that person.

3511.2. On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

(a) An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.

(b) A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: January 10, 2014

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS AND NOMINATIONS FOR MEMBERSHIP ON THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION.

I. RECOMMENDED ACTION

That the Board of Directors identify nominees from the Board to be considered for election to the positions Board Chair, Vice Chair as well as Representatives and Alternates for the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Article 6 of the METRO Bylaws provides that the Board of Directors shall annually nominate members to be considered for election to the positions of Chair and Vice-Chair.
- In order to maintain representation on the Santa Cruz County Regional Transportation Commission (SCCRTC) it is necessary that the Board of Directors nominate members to be considered for election to the three positions and three alternate positions that are provided for METRO.
- Currently elections for the positions referenced in this Staff Report are scheduled to be held at the January 24, 2014 Board of Directors meeting.

III. DISCUSSION

The terms of the officers and appointees of the Board of Directors in the positions of Chair, Vice Chair, and SCCRTC appointees expire in January 2014. The METRO Bylaws provide that the Board of Directors shall identify nominees to be considered for election to the positions herein referenced.

Staff recommends that the Board of Directors identify members to be nominees for the positions of Chair, Vice Chair, and SCCRTC appointees and alternates. The election of nominees to the referenced offices is scheduled to be held on January 24, 2014.

IV. FINANCIAL CONSIDERATIONS

Funding support for the positions identified in this Staff Report is contained in the adopted METRO FY 2014 Operating Budget.

V. ATTACHMENTS

Attachment A: Current METRO Board Officers and Appointees

Attachment A



2013 BOARD OFFICERS AND APPOINTMENTS

Chair

Daniel Dodge

Vice Chair

Dene Bustichi

SCCRTC Representatives

Dene Bustichi

Lynn Robinson

Ron Graves

SCCRTC Alternates (in order)

Daniel Dodge

Hilary Bryant

Margarita Alejo

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