# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA REGULAR MEETING JUNE 23, 2023-9:00 AM <br> HYBRID MEETING 

Members of the public may attend in-person or participate remotely via Zoom.

METRO Admin Office<br>110 Vernon Street<br>Santa Cruz, CA

Zoom Link
Dial In: 1-669-900-6833
Meeting ID: 82328425369

The Board of Directors Meeting Agenda Packet can be found online at www.SCMTD.com and is available for inspection at Santa Cruz METRO's Administrative Office at 110 Vernon Street, Santa Cruz, CA.

Public comment may be submitted via email to boardinquiries@scmtd.com. Please indicate in your email the Agenda item to which your comment applies. Comments submitted before the meeting will be provided to the Directors before or during the meeting. Comments submitted after the meeting is called to order will be included in the Board's correspondence that is posted online at the Board meeting packet link. Oral public comments will also be accepted during the meeting through Zoom. Each public comment is limited to three minutes or less. Board and Committee Chairs have the discretion to manage the public comment process in a manner that achieves the purpose of public communication and assures the orderly conduct of the meeting.
The Board may take action on each item on the Agenda. The action may consist of the recommended action, a related action or no action. Staff recommendations are subject to action and/or change by the Board of Directors.

BOARD ROSTER

Director Kristen Brown
Director Rebecca Downing
Director Jimmy Dutra
Director Shebreh Kalantari-Johnson
Director Manu Koenig
Director Donna Lind
Director Bruce McPherson
Director Scott Newsome
Director Larry Pageler
Director Vanessa Quiroz-Carter
Director Mike Rotkin
Ex-Officio Director Dan Henderson
Ex-Officio Director Alta Northcutt
Michael Tree
Julie Sherman

City of Capitola
County of Santa Cruz
City of Watsonville
City of Santa Cruz
County of Santa Cruz
City of Scotts Valley
County of Santa Cruz
City of Santa Cruz
County of Santa Cruz
City of Watsonville
County of Santa Cruz
UC Santa Cruz
Cabrillo College
METRO CEO/General Manager
METRO General Counsel

# SECTION I: OPEN SESSION NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER 

## 1 CALL TO ORDER

2 SAFETY ANNOUNCEMENT
Curtis Moses, Safety, Security and Risk Management Director

## 3 ROLL CALL

In accordance with Assembly Bill 2449, Board members may participate remotely due to "just cause" or "emergency" circumstances. If applicable, following an announcement, the Board will take action on approving Board members' emergency teleconference participation.

## 4 ANNOUNCEMENTS

4.1 Today's meeting is being broadcast by Community Television of Santa Cruz County.
4.2 Language Line Services is providing Spanish interpretation services, which will be available during "Oral Communications" and for any other Agenda item for which these services are needed.

## 5 BOARD OF DIRECTORS COMMENTS

6 ORAL AND WRITTEN 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. Each public comment is limited to three minutes or less. Board and Committee Chairs have the discretion to manage the public comment process in a manner that achieves the purpose of public communication and assures the orderly conduct of the meeting. 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.
6.1 Letter Dated 4/17/23 From Santa Cruz County Commission on Disabilities Via Santa Cruz County Board of Supervisors With METRO Response

## 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.
9.1 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF MAY 2023
Chuck Farmer, CFO
9.2 ACCEPT AND FILE MINUTES OF:
A. APRIL 19, 2023 METRO ADVISORY COMMITTEE MEETING
B. MAY 19, 2023 BOARD OF DIRECTORS REGULAR MEETING
C. JUNE 9, 2023 FINANCE, BUDGET AND AUDIT STANDING COMMITTEE MEETING
Michael Tree, CEO/General Manager
9.3 ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF MAY 31, 2023
Chuck Farmer, CFO
9.4 ACCEPT AND FILE: THE SEMI-ANNUAL REPORT ON THE STATUS OF METRO'S DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
Chuck Farmer, DBE Liaison Officer, CFO
9.5 ACCEPT AND FILE: RENEWAL OF LIABILITY AND VEHICLE PHYSICAL DAMAGE INSURANCE PROGRAM COVERAGE WITH CALTIP FOR FY24
Curtis Moses, Safety, Security and Risk Management Director
9.6 APPROVE: RECOMMENDED ACTION ON TORT CLAIMS

Curtis Moses, Safety, Security and Risk Management Director
9.7 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO LES TURBO IMAGES FOR BUS WRAP SERVICES FOR 60' ARTICULATED, 40' AND 35' BUSES NOT TO EXCEED \$271,571.08 Michael Tree, CEO/General Manager
9.8 APPROVE: CONSIDERATION OF AUTHORIZING THE CEOIGENERAL MANAGER TO RENEW ANNUAL MAINTENANCE AND SUPPORT SERVICES WITH MAINTSTAR, INC. FOR MAINTSTAR SOFTWARE Isaac Holly, IT and ITS Director
9.9 APPROVE: RENEWAL OF AGREEMENT WITH COUNTY OF SANTA CRUZ FOR PAYROLL SERVICES
Chuck Farmer, CFO
9.10 CONSIDER A RESOLUTION DESIGNATING THE CEO AS THE AUTHORIZED AGENT TO EXECUTE A MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) FUNDING
Wondimu Mengistu, Capital Planning \& Grants Program Manager
9.11 APPROVE: CONSIDERATION OF DECLARING VEHICLES ANDIOR EQUIPMENT AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION Chuck Farmer, CFO
9.12 APPROVE: FY24 RENEWAL OF EXCESS WORKERS' COMPENSATION INSURANCE THROUGH PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)
Dawn Crummié, Human Resources Director
9.13 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO/GENERAL MANAGER TO NEGOTIATE A LEASE AGREEMENT FOR 809 W. BEACH STREET, WATSONVILLE, CA - UPDATED RENTAL AMOUNT Chuck Farmer, CFO
9.14 APPROVE: ACCEPT THE PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 0\% FOR FEDERALLY FUNDED PROCUREMENTS FOR FFY24-FFY26 AND OPEN THE PUBLIC COMMENT PERIOD BEGINNING JUNE 23, 2023
Chuck Farmer, CFO

## REGULAR AGENDA

10 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS: (10 YEARS) JOSE VALTIERRA AND (25 YEARS) SERAFIN RUIZ Board Chair Kalantari-Johnson

11 RETIREE RESOLUTION OF APPRECIATION FOR: EFRAIN HERNANDEZ Board Chair Kalantari-Johnson

12 METRO ADVISORY COMMITTEE (MAC) SEMI-ANNUAL ORAL UPDATE Jessica de Wit, MAC Chair

13 PUBLIC HEARING: FINAL ADOPTION OF SANTA CRUZ METRO'S FY24 AND FY25 BUDGET - TO COMMENCE AT 9:00 AM OR AS SOON THEREAFTER AS THE MATTER CAN BE HEARD Chuck Farmer, CFO

14 REIMAGINE METRO PROJECT ORAL UPDATE John Urgo, Planning and Development Director

15 APPROVE: ADOPT A RESOLUTION TO AMEND TITLE II OF THE ADMINISTRATIVE CODE—PROCUREMENT POLICY TO INCREASE THE CEOIGENERAL MANAGER'S PROCUREMENT AUTHORITY Joan Jeffries, Purchasing Manager

16 CEO ORAL REPORT
Michael Tree, CEO/General Manager
17 RECESS TO CLOSED SESSION

## SECTION II: CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(B)(1); CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6

Agency Designated Representative:
Title/Unrepresented Employee:

Shebreh Kalantari-Johnson, Board Chair
Michael Tree, CEO/General Manager

Following the Closed Session, the Board may consider potential actions to amend the Employment Agreement of the CEO/General Manager and to adopt a revised Salary Schedule.
B. CONFERENCE WITH LABOR NEGOTIATORS (GOVERNMENT CODE SECTION 54957.6)

Agency Negotiators:

Employee Organizations:

Michael Tree, CEO/General Manager
Patrick Glenn, Legal Counsel
SMART, Local 23 - Fixed Route
SMART, Local 23 - ParaCruz
SEIU, Local 521

## SECTION III: RECONVENE TO OPEN SESSION

18 REPORT OF CLOSED SESSION ITEMS
Julie Sherman, General Counsel
The Board may consider potential actions to amend the Employment Agreement of the CEO/General Manager and to adopt a revised Salary Schedule.

19 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, AUGUST 25, 2023 AT 9:00 AM, METRO ADMIN OFFICE, 110 VERNON STREET, SANTA CRUZ Board Chair Kalantari-Johnson

20 ADJOURNMENT
Board Chair Kalantari-Johnson

TITLE 6-INTERPRETATION SERVICESITÍTULO 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.

## ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This document has been created with accessibility in mind. With the exception of certain 3rd party and other attachments, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to accessibility@scmtd.com. Upon request, Santa Cruz METRO will provide written Agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format at least two days before the meeting. Requests should be emailed to boardinquiries@scmtd.com or submitted by phone to the Executive Assistant at 831-426-6080. Requests made by mail (sent to the Executive Assistant, Santa Cruz METRO, 110 Vernon Street, Santa Cruz, CA 95060) must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

## PUBLIC COMMENT

If you wish to address the Board, please follow the directions at the top of the Agenda. If you have anything that you wish distributed to the Board and included for the official record, please include it in your email. Comments that require a response may be deferred for staff reply.

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 after distribution of the Agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at www.scmtd.com subject to staff's ability to post the document before the meeting.

# WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS 

MAY 222023


Santa Cruz County sANTA CRUZ METRCommission on Disalbilities

April 17, 2023
Santa Cruz County Board of Supervisors
710 Ocean Street, Room 500
Santa Cruz, CA 95060
Re: Accessible Public Transportation

Dear Chair Friend and Members of the Board,
The purpose of this letter is to express the Santa Cruz County Commission on Disabilities' concerns regarding the provision of accessible, affordable public transportation and ask your Board to advocate with the Santa Cruz Metro Transit District Board of Directors for the re-establishment of services historically provided by SCMTD staff related to accessibility services coordination and eligibility determination.

To the best of our knowledge, Metro's former Accessible Services Coordinator retired in 2020 and more recently, the former Eligibility Coordinator retired in 2022. As a result, the provision of accessible, affordable public transportation to Santa Cruz County residents with disabilities has suffered both in terms of quality and availability. Some concerns brought to the attention of the Commission are as follows:

- Too few spaces for wheelchairs on METRO buses, resulting in buses simply leaving riders with wheelchairs at the bus stop;
- ParaCruz rides frequently arriving more than 30 minutes after scheduled pick-up times, resulting in riders missing important appointments (e.g., medical, court dates, job interviews etc.);
- Riders requesting eligibility determinations experiencing delays of more than a month to receive confirmation of ParaCruz eligibility;
- ParaCruz reportedly handling evacuation requests on a first-come, first-served basis rather than prioritizing evacuations for people with disabilities during the recent weather events; and
- Removal of a number of bus stops resulting in riders being denied eligibility for ParaCruz services because of their lack of proximity to remaining bus stops.

The accessibility of Metro services determines the accessibility of our entire community by providing access to jobs, health care, the legal system, shopping, entertainment, and social and political events for seniors and people with disabilities, particularly the most economically vulnerable members of these communities. Maintaining full-time staff to determine eligibility, coordinate access to services, and advise SCMTD staff who draft policy related to accessible public transit services is

## WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS

crucial to the overall accessibility of Metro services. Today we ask the Board of Supervisors to advocate for Metro to maintain full-time staff in this capacity and prioritize recruitment efforts with a view to filling the position as soon as is practicable.

We appreciate your consideration on behalf of the disabilities community in Santa Cruz County.


David Molina
Commission on Disabilities Co-Chair
cc: Santa Cruz County Seniors Commission
Santa Cruz County IHSS Commission

# WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS Santa Cruz Metropolitan 

May 25, 2023

# Transit District 



Mr. David Molina
Commission on Disabilities
701 Ocean Street, Room 510
Santa Cruz, CA 95060

Re: Letter to Santa Cruz County Board of Supervisors
Dear Mr. Molina,
I am replying to your letter to the Santa Cruz Board of Supervisors dated April 17, 2023. My name is Margo Ross, Chief Operations Officer for Santa Cruz Metro (METRO). METRO prides itself on their service to the riding public of Santa Cruz County and especially to our most vulnerable populations. I will address each of your concerns in the letter sent to the Board of Supervisors.

- METRO has not changed the wheelchair spaces on our fixed route vehicles and have no plans of reducing the two current designated spaces.
- In the last three-years, ParaCruz has an on time performance of over 90\%. At times ParaCruz riders experience some delays due to staffing issues, traffic delays and equipment failure. During this time, METRO was not staffed with an Accessible Service Coordinator.
- There have been no delays of ParaCruz eligibility; Federal law requires METRO 21-days to confirm a person's eligibility. METRO's current process has a turnaround of 14-days or less.
- In the last three years METRO staff has gone to great measures to assist with evacuating our community during the CZ fires and most recently during the flooding in early January of 2023. Staff worked extended hours and performed heroic acts to transport patrons out of dangerous areas within Santa Cruz County. Staff prioritized evacuations for Elderly and Disabled passengers, and people using a wheelchair or scooter boarded first on METRO vehicles.
- ParaCruz services are not affected by bus stop removals. METRO provides service to anyone living $3 / 4$ of a mile from a bus route, not a bus stop. If a person lives outside METRO service area, they are not denied eligibility; they may travel into the service area and request paratransit service from ParaCruz.

METRO is currently working on finding solutions to staffing of the accessibility services coordinator and eligibility coordinator positions; the absence of the positions in no way impacts the fulfillment of METRO's responsibility to the riding public. METRO takes great pride in the service provided to our Senior and Disabled community and staff works diligently every day to ensure a safe ride and adhere to ADA laws.


Margo Ross
Chief Operations Officer Santa Cruz METRO

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DATE: June 23, 2023
TO: Board of Directors
FROM: Chuck Farmer, CFO
SUBJECT: ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF MAY 2023

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the preliminary approved Check Journal Detail for the month of May 2023

## II. SUMMARY

- This staff report provides the Board of Directors (Board) with a preliminary approved Check Journal Detail for the month of May 2023.
- The Finance Department is submitting the check journals for Board acceptance and filing.


## III. DISCUSSION/BACKGROUND

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

All invoices submitted for the month of May 2023 have been processed, the checks have been issued and signed by the Deputy Finance Director.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns to METRO's Financial Stability, Stewardship \& Accountability strategic plan.

## V. FINANCIAL CONSIDERATIONSIIMPACT

The check journal present the invoices paid in May 2023 for Board review, agency disclosure and transparency.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

None

## VIII. ATTACHMENTS

Attachment A: Check Journal Detail for the Month of May 2023

Prepared by: Holly Alcorn, Accounting Specialist

Board of Directors
June 23, 2023
Page 3 of 3

## IX. APPROVALS

Chuck Farmer, CFO

Michael Tree CEO/General Manager


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## Attachment A

DATE: 05/01/23 THRU 05/31/23

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## Attachment A



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> KELLEY'S SERVICE INC.
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| 83898 | 05/01/23 | 649.40 | 001297 | FASTENAL COMPANY INC |
| 83899 | 05/01/23 | 646.75 | 002962 | FIS |
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| 83907 | 05/01/23 | 22,570.41 | 003480 | KIMLEY-HORN AND ASSOCIATES INC |
| 83908 | 05/01/23 | 517.00 | 003271 | KJRB, INC. |
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## Attachment A

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## Attachment A

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## Attachment A

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## Attachment A

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## Attachment A

DATE: 05/01/23 THRU 05/31/23


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| 84193 | 05/29/23 | 305.00 | 001292 | SANTA CRUZ RECORDS MNGMT INC |
| 84194 | 05/29/23 | 751.36 | 003545 | SCHINDLER ELEVATOR CORPORATION |
| 84195 | 05/29/23 | 893.76 | 003292 | SLINGSHOT CONNECTIONS LLC |
| 84196 | 05/29/23 | 2,336. 32 | 003692 | SOQUEL III ASSOCIATES, A |
| 84197 | 05/29/23 | 32.92 | 003669 | SPX TECHNOLOGIES, INC. |
| 84198 | 05/29/23 | 160.99 | 003595 | STAPLES INC |
| 84199 | 05/29/23 | 8,029.31 | 003285 | THE AFTERMARKET PARTS CO LLC |
| 84200 | 05/29/23 | 5,373.35 | 001800 | THERMO KING OF SALINAS, INC |
| 84201 | 05/29/23 | 502.92 | 043 | TROWBRIDGE ENTERPRISES |
| 84202 | 05/29/23 | 630.00 | 003200 | UPS STORE \#1128 |
| 84203 | 05/29/23 | 452.35 | 003687 | VALLEY POWER SYSTEMS NORTH, INC |
| 84204 | 05/29/23 | 64.00 | 003290 | WORKFORCEQA, LLC |
| 84205 | 05/31/23 | 21.00 | M149 | ADAMS, ELLEN |
| 84206 | 05/31/23 | 14.16 | M381 | AGUIRRE, CIRO |
| 84207 | 05/31/23 | 134.58 | M382 | AITKEN, ANGELA |
| 84208 | 05/31/23 | 14.98 | M150 | ALLEN, ROBERT |
| 84209 | 05/31/23 | 21.00 | M333 | ANDERSON, WILLIAM |
| 84210 | 05/31/23 | 41.36 | M151 | ANDRADE, GERALD |
| 84211 | 05/31/23 | 20.68 | M152 | ANN, DORICE |
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The METRO Advisory Committee (MAC) met on Wednesday, April 19, 2023. The meeting was held as a hybrid meeting. *Minutes are "summary" minutes, not verbatim minutes.
1. CALLED TO ORDER at 6:02 PM.
2. SAFETY ANNOUNCEMENT

Curtis Moses, Safety, Security \& Risk Management Director, provided the safety announcement highlighting where the exits are in case of an emergency and the COVID precautions in place for this hybrid meeting.
3. ROLL CALL - The following MAC Members were present via teleconference, representing a quorum:

Jessica de Wit, Chair

\section*{Michael Pisano}

Joseph Martinez, Vice Chair
James Cruse
Veronica Elsea
4. COMMUNICATIONS TO THE METRO ADVISORY COMMITTEE

Ms. Elsea spoke of her recent experience with Customer Service regarding bus routes. Mr. Pisano acknowledged and thanked METRO for its Reimagine METRO Project.

Hearing nothing further, Chair de Wit moved to the next agenda item.
5. RECEIVE AND FILE MINUTES FROM THE METRO ADVISORY COMMITTEE MEETING OF FEBRUARY 15, 2023

MOTION: ACCEPT AND FILE THE MINUTES FROM THE METRO ADVISORY COMMITTEE MEETING OF FEBRUARY 15, 2023 AS AMENDED

MOTION: ELSEA
SECOND: VON HENDY
MOTION PASSED WITH 6 AYES: de Wit, Martinez, Cruse, Elsea, Pisano, and Von Hendy. Taylor was absent.
6. COMMUNICATIONS FROM METRO ADVISORY COMMITTEE (MAC)

Ms. Elsea was appreciative of the attached report that Mr. Von Hendy wrote to the Board for the January 27, 2023 Board meeting.

Hearing nothing further, Chair de Wit moved to the next agenda item.
7. UPDATE ON INFORMATION TECHNOLOGY SYSTEMS (ITS)

Isaac Holly, IT and ITS Director, provided a status update on the ITS project with Clever Devices. Director Holly reported about three quarters of the fleet is deployed with the new system and the remainder of the fleet is expected to have the new system installed soon.

Director Holly reported that the installation for the Automated Passenger Counters (APC's) has begun on a mini fleet of 12 buses to test the system. After the mini fleet, it will be moved to the rest of the fleet. Mr. Cruse asked if the system would provide accessibility information. Director Holly said it would not provide that information at the moment. Discussion followed on websites, apps, and bike rack information.

\section*{8. UPDATE OF FY24 AND FY25 PRELIMINARY OPERATING BUDGETS AND FY24 CAPITAL BUDGET AS PRESENTED AT THE MARCH 24, 2023 BOARD OF DIRECTORS MEETING}

Kristina Mihaylova, Finance Deputy Director, spoke to the presentation that was presented to the Board on March 24, 2023. She emphasized that this is preliminary data and adjustments will be made between now and June. The final budget will be presented to the Board June 23, 2023. She provided an overview of the timeline that is involved before finalizing the budget and presenting it to the Board.

Discussion followed on:
- Grants
- Proposed Mechanic I and II FTE (full-time equivalent) changes. All FTE changes will be discussed with the Unions in May 2023
- Electric Buses and Hydrogen Buses
- Charging electric buses
- CaIPERS and Fringe Benefits

Hearing nothing further, Chair de Wit moved to the next agenda item.
9. UPDATE ON THE PARATRANSIT ELIGIBILITY COORDINATOR

Daniel Zaragoza, Operations Manager: Paratransit Division, reported that METRO is looking into contracting services for this process and METRO has at least two companies that are interested. Chair de Wit asked if there was a timeline for the selection process. Mr. Zaragoza said it will take a few months.
Hearing nothing further, Chair de Wit moved to the next agenda item.
10. COVID-19 UPDATE

Curtis Moses, Safety, Security \& Risk Management Director, reported that METRO had one positive case within the last 60 days. He said that we have seen a major decrease in COVID cases. Discussion followed on COVID boosters.

Hearing nothing further, Chair de Wit moved to the next agenda item.
11. SERVICE PLANNING UPDATE

\section*{a. Quarterly Ridership Report}

John Urgo, Planning and Development Director, gave a brief summary of the ridership report for Q2 of FY23. Overall, ridership increased 13\% over FY22, but we are still about \(40 \%\) below pre-COVID levels.
b. Bus Stops

\section*{b.i. Update on Braille Bus Stop Signage}

Director Urgo reported that Veronica Elsea and Pete Rasmussen, Transportation Planner II, will connect and will continue to work on this issue.

\section*{c. Other Projects}

\section*{c.i. Pacific Station Lobby Access}

Director Urgo said that the Pacific Station Lobby is now open.

\section*{c.ii. Update on Highway 17 Schedule Changes}

Director Urgo reported that in the Spring service returned to San Jose State University; three trips in the morning and three trips in the afternoon.

\section*{c.iii. Update on Placement of Bus Shelters}

Director Urgo reported that about half of the shelters that were acquired from Valley Transportation Authority (VTA) have been installed. Mr. Pisano asked if a shelter could be installed on Ocean Avenue. Director Urgo said that the shelters are prioritized by boardings. Discussion followed on bus shelters.

Chair de Wit asked if there were any updates on the bus-on-shoulder lane. Discussion followed on the bus-on-shoulder lane and bus routes.

Hearing nothing further, Chair de Wit moved to the next agenda item.
12. COMMUNICATIONS TO THE METRO CEO

Hearing none, Chair de Wit moved to the next agenda item.
13. COMMUNICATIONS TO THE METRO BOARD OF DIRECTORS

Hearing none, Chair de Wit moved to the next agenda item.
14. ITEMS FOR NEXT MEETING AGENDA
- Facility Tour
- Update on ITS
- Service Planning Update
- Quarterly Ridership Report
- Braille Bus Stop Signage
- Update on Reimagine METRO

Ms. Elsea made a request for an update on bus driver training for passengers with disabilities. Mr. Zaragoza provided a brief update about this.

\section*{15. DISTRIBUTION OF VOUCHERS}

Vouchers distributed by Elizabeth Rocha, Administrative Specialist.
16. ANNOUNCEMENT OF NEXT MEETING

Chair de Wit announced the next MAC Meeting will be held on Wednesday, August 16, 2023 at 6:00 PM at the METRO Admin Office, 110 Vernon Street, Santa Cruz.
17. ADJOURNMENT

Chair de Wit adjourned the meeting at 7:34 PM.
Respectfully submitted,
Elizabeth Rocha
Administrative Specialist

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\section*{SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS MEETING MINUTES*}

\section*{MAY 19, 2023 - 9:00 AM}

A regular meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO) convened on Friday, May 19, 2023 as a hybrid meeting.

The Board Meeting Agenda Packet can be found online at www.SCMTD.com. *Minutes are "summary" minutes, not verbatim minutes. Audio recordings of Board meeting open sessions are available to the public upon request.
This document was created with accessibility in mind. With the exception of certain third party and other attachments, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to accessibility@scmtd.com.

1 CALLED TO ORDER at 9:00 AM by Board Chair Kalantari-Johnson.
2 SAFETY ANNOUNCEMENT
Curtis Moses, METRO's Safety, Security and Risk Management Director, provided a brief safety announcement, highlighting METRO's response to a medical emergency and its evacuation plan.
3 ROLL CALL: The following Directors were present, representing a quorum:

Director Kristen Brown
Director Rebecca Downing
Direct Jimmy Dutra AR 9:04
Director Shebreh Kalantari-Johnson
Director Manu Koenig
Director Donna Lind
Director Bruce McPherson
Director Scott Newsome
Director Larry Pageler
Director Quiroz-Carter
Director Mike Rotkin
Ex-Officio Director Dan Henderson
Ex-Officio Director Alta Northcutt
Michael Tree
Julie Sherman

City of Capitola
County of Santa Cruz
City of Watsonville
City of Santa Cruz
County of Santa Cruz
City of Scotts Valley
County of Santa Cruz
City of Santa Cruz
County of Santa Cruz
City of Watsonville
County of Santa Cruz
UC Santa Cruz
Cabrillo College
CEO/General Manager
General Counsel

\section*{4 ANNOUNCEMENTS}

Today's meeting is being broadcast by Community Television of Santa Cruz County.
Maria Avila, Language Line Services, provided Spanish language interpretation services.

\section*{5 BOARD OF DIRECTORS COMMENTS}

Hearing none, Board Chair Kalantari-Johnson moved to the next agenda item.
6 ORAL AND WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS Hearing none, Board Chair Kalantari-Johnson moved to the next agenda item.

7 LABOR ORGANIZATION COMMUNICATIONS
Hearing none, Board Chair Kalantari-Johnson moved to the next agenda item.
8 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS Having none, Board Chair Kalantari-Johnson moved to the next agenda item.

\section*{CONSENT AGENDA}
9.1 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF APRIL 2023
Chuck Farmer, CFO
9.2 ACCEPT AND FILE MINUTES OF:
A. APRIL 28, 2023 BOARD OF DIRECTORS REGULAR MEETING
B. MAY 12, 2023 FINANCE, BUDGET \& AUDIT STANDING COMMITTEE MEETING
Michael Tree, CEO/General Manager
9.3 ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF APRIL 30, 2023
Chuck Farmer, CFO
9.4 ACCEPT AND FILE: THE YEAR TO DATE KEY PERFORMANCE INDICATORS (KPI) REPORT FOR THE THIRD QUARTER AS OF MARCH 31, 2023 Chuck Farmer, CFO
9.5 ACCEPT AND FILE: QUARTERLY STATUS REPORT OF GRANT APPLICATIONS, ACTIVE AND PENDING GRANTS FOR THE THIRD QUARTER OF FY23
Wondimu Mengistu, Capital Planning \& Grants Program Manager
9.6 ACCEPT AND FILE: THE METRO PARACRUZ OPERATIONS STATUS REPORT FOR JANUARY, FEBRUARY AND MARCH 2023 Daniel Zaragoza, Operations Manager, Paratransit Division
9.7 ACCEPT AND FILE: THE METRO SYSTEM RIDERSHIP REPORTS FOR THE THIRD QUARTER OF FY23
John Urgo, Planning and Development Director
9.8 APPROVE: CONSIDERATION OF ADOPTING A RESOLUTION APPROVING THE FY23 REVISED CAPITAL BUDGET/PORTFOLIO
Kristina Mihaylova, Deputy Finance Director
9.9 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 5TH AMENDMENT EXTENDING THE CONTRACT WITH ALLIED UNIVERSAL D/B/A FIRST ALARM SECURITY \& PATROL, INC. FOR SECURITY GUARD SERVICES, INCREASING THE CONTRACT TOTAL BY \$656,686 Curtis Moses, Safety, Security \& Risk Management Director
9.10 APPROVE: CONSIDERATION OF AUTHORIZING THE USE OF STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES CONTRACT FOR THE PURCHASE OF A \(2^{\text {ND }}\) NON-REVENUE EMERGENCY SERVICE TRUCK Eddie Benson, Maintenance Manager
9.11 APPROVE: CONSIDERATION OF AUTHORIZING THE CHIEF EXECUTIVE OFFICER (CEO) TO ENTER INTO MEMORANDA OF AGREEMENTS WITH THE SAN DIEGO METROPOLITAN TRANSIT SYSTEM (MTS) FOR THE SALE OF TEN (10) 2013 NEW FLYER 60-FT COMPRESSED NATURAL GAS (CNG) ARTICULATED BUSES
Wondimu Mengistu, Capital Planning \& Grants Program Manager
There were no public comments.
ACTION: MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED
MOTION: DIRECTOR PAGELER
SECOND: DIRECTOR KOENIG
MOTION PASSED WITH 9 AYES (Directors Downing, Dutra, Kalantari-Johnson, Koenig, Lind, McPherson, Newsome, Pageler, and Quiroz-Carter). Directors Brown and Rotkin were absent.

\section*{REGULAR AGENDA}

10 PRESENTATION OF EMPLOYEE LONGEVITY AWARD: (10 YEARS) EFRAIN ARELLANO, JOSEFINA CRUZ, JOSE ESCOBAR, DAVID HORVATH, MANUEL PEREZ AND (15 YEARS) MITCHELL DOUKAS
Board Chair Kalantari-Johnson acknowledged all recipients for their years of service. David Horvath received his certificate in person and spoke briefly to his years of service at METRO.
11 RETIREE RESOLUTION OF APPRECIATION FOR: DELEE BRUBECK Board Chair Kalantari-Johnson read the resolution of appreciation and thanked Ms. Brubeck for her years of service.
ACTION: MOTION TO APPROVE THE RETIREE RESOLUTION OF APPRECIATION FOR DELEE BRUBECK

MOTION: DIRECTOR PAGELER
SECOND: DIRECTOR MCPHERSON
MOTION PASSED WITH 9 AYES (Directors Downing, Dutra, Kalantari-Johnson, Koenig, Lind, McPherson, Newsome, Pageler, and Quiroz-Carter). Directors Brown and Rotkin were absent.

\section*{12 APPROVE: CONSIDERATION OF SANTA CRUZ METRO'S DRAFT FY24 AND FY25 OPERATING BUDGETS, FY24 CAPITAL BUDGET, AND A RESOLUTION SETTING A PUBLIC HEARING ON JUNE 23, 2023}

Chuck Farmer, CFO, spoke to the presentation and asked the Board to set the public hearing at the next Board meeting on June 23, 2023 for the final adoption of the FY24 and FY25 operating budgets and FY24 capital budget.
CFO Farmer highlighted the changes since March 2023 when the preliminary budgets were presented to the Board. He reviewed the changes in revenue and expenses, full-time equivalent (FTE) employee changes, risks, capital budget and the how the recent TIRCP funds received will be applied to these projects, and the operating reserves.
Director Dutra commented that it's nice to see the operating reserve buckets fully funded since that has not always been the case. He continued by asking what it costs to run a bus every day, month or year with hydrogen versus CNG (compressed natural gas). CFO Farmer said he didn't have a breakdown of those costs but initially, as we switch over to new buses, the costs will be more because the new buses and fuel are more expensive. But as time goes by, METRO will see the benefits of the hydrogen buses and the costs will go down. Director Dutra asked when the COVID Recovery Fund will be depleted. CFO Farmer responded that it will be depleted at the end of FY29 and we are already looking at alternative funding sources for the future. Director Dutra requested an update on the ParaCruz facility and if funding is holding the project back. CEO Tree responded that the preliminary design and engineering are under development on this project. METRO is still working on the gap funding.

Director Lind added that the sales tax measure could be one of those funding options. CFO Farmer agreed.
Director Pageler asked if we have any knowledge from the transit industry on possible maintenance cost savings as METRO switches to hydrogen buses. Margo Ross, COO, responded that there will be savings in maintenance costs and we will analyze those figures as they become available.
Director McPherson asked how the projected ridership is playing into this. CFO Farmer responded that ridership is improving every year. We are also looking at the free fares program and the possible impacts that can have on the agency.

Brandon Freeman, Senior Vice Chairperson, SMART Local 0023, thanked CFO Farmer and staff for reviewing the budget with the unions, especially reviewing the FTEs. The unions are in agreement with what is being presented today.
Tate Baugh, member of the public, expressed that he received an email on Reimagine METRO and was in favor of examining the existing routes. He hopes that hiring more Bus Operators will provide better service and fewer cancellations.

ACTION: MOTION TO APPROVE SANTA CRUZ METRO'S DRAFT FY24 AND FY25 OPERATING BUDGETS, FY24 CAPITAL BUDGET, AND A RESOLUTION SETTING A PUBLIC HEARING ON JUNE 23, 2023

MOTION: DIRECTOR DUTRA

\author{
SECOND: DIRECTOR QUIROZ-CARTER
}

MOTION PASSED WITH 9 AYES (Directors Downing, Dutra, Kalantari-Johnson, Koenig, Lind, McPherson, Newsome, Pageler, and Quiroz-Carter). Directors Brown and Rotkin were absent.

13 PUBLIC HEARING: ADOPTION OF CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ORDINANCE TO PROVIDE INFORMAL BIDDING PROCEDURES FOR PUBLIC PROJECTS
PUBLIC HEARING OPENED AT 9:37 AM.
Board Chair Kalantari-Johnson opened the public hearing on adoption of the California Public Construction Cost Accounting Act (CUPCCAA) Ordinance to provide informal bidding procedures for the public projects. Julie Sherman, General Counsel, stated this is a continuation of the process started last month when the Board had its first reading of the ordinance and adopted a resolution to opt into the CUPCCAA program. She gave a brief review of the benefits of implementing the program.
There were no public comments.

\section*{PUBLIC HEARING CLOSED AT 9:39 AM.}

14 APPROVE: WAIVE THE SECOND READING AND ADOPT AN ORDINANCE TO PROVIDE INFORMAL BIDDING PROCEDURES FOR PUBLIC PROJECTS; ADOPT A RESOLUTION TO AMEND TITLE II OF THE ADMINISTRATIVE CODE-PROCUREMENT POLICY
Director Downing asked if the agency has any procedures in place to hire locally to keep these tax dollars in Santa Cruz County. General Counsel Sherman responded that it depends on the funding. If you are using FTA (Federal Transit Administration) funding, you are not allowed to have a geographic preference, except in certain limited circumstances. If the Board is inclined, it can request staff to look into this outside of a federally funded context. It may or may not have success because in this area it can be hard to get local bids on these projects, but legally it is something you could do in certain circumstances.
There were no public comments.
ACTION: MOTION TO WAIVE THE SECOND READING AND ADOPT AN ORDINANCE TO PROVIDE INFORMAL BIDDING PROCEDURES FOR PUBLIC PROJECTS AND ADOPT A RESOLUTION TO AMEND TITLE II OF THE ADMINISTRATIVE CODEPROCUREMENT POLICY

MOTION: DIRECTOR KOENIG

\author{
SECOND: DIRECTOR PAGELER
}

MOTION PASSED WITH 9 AYES (Directors Downing, Dutra, Kalantari-Johnson, Koenig, Lind, McPherson, Newsome, Pageler, and Quiroz-Carter). Directors Brown and Rotkin were absent.

\section*{15 CEO ORAL REPORT}

Michael Tree, CEO/General Manager, discussed the following topics:
- Bus Operators - Five have been released into service, 14 are in the current classroom, and 72 applications have been received for the next class.
- Articulated Buses - The Board approved this purchase today.
- Commendation of Travis Havens - He is a Bus Operator who went above and beyond his duties. He noticed a young female slumped over at a bus stop. He pulled over to see if she was okay. She had a weak pulse so he called the paramedics and they were able to revive her.
- ARCHES (Alliance for Renewable Clean Hydrogen Energy Systems) - A consortium made up of 20 transit agencies in California who are partnering with other vendors and experts on hydrogen to apply for federal funding to build a hydrogen plant and keep the price of hydrogen fuel down.
- South County Facility - still negotiating the lease on that property. A lot of people own that property and are weighing in on the lease price. We continue to work with the broker to close the deal.
- TIRCP Grant - still working on solidifying a celebration in Watsonville regarding the TIRCP grant.
- Save the Date - July 22, 2023 - Agency Roadeo and Picnic at Judy K. Souza Operations Facility.
Board Chair Kalantari-Johnson asked if METRO has NARCAN on the buses and if that is something we could explore. CEO Tree said we are discussing it with our insurance company regarding the liability issues.
There were no public comments.

\section*{16 RECESSED TO CLOSED SESSION AT 9:53 AM.}

General Counsel Sherman announced there are two closed sessions. The first is the public employee performance evaluation for the CEO position and the second is an update with labor negotiators on all three labor unions.
There were no public comments.
Scott Newsome left at 10:10 AM.

\title{
A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(B)(1); CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6
}

Agency Designated Representative:
Title/Unrepresented Employee:

Shebreh Kalantari-Johnson, Board Chair
Michael Tree, CEO/General Manager

Following the Closed Session, the Board may consider potential actions to amend the Employment Agreement of the CEO/General Manager and to adopt a revised Salary Schedule.

\section*{B. CONFERENCE WITH LABOR NEGOTIATORS (GOVERNMENT CODE SECTION 54957.6)}

Agency Negotiators:

\section*{Employee Organizations:}

Michael Tree, CEO/General Manager
Patrick Glenn, Legal Counsel
SMART, Local 23 - Fixed Route
SMART, Local 23 - ParaCruz
SEIU, Local 521

\section*{RECONVENED TO OPEN SESSION AT 10:55 AM}

\section*{17 REPORT OF CLOSED SESSION ITEMS}

Julie Sherman, General Counsel, said there was no reportable action from either of the closed sessions.

18 ANNOUNCEMENT OF NEXT MEETING
Board Chair Kalantari-Johnson announced the next regular Board Meeting will be held on Friday, June 23, 2023 at 9:00 AM at the METRO Admin Office, 110 Vernon Street, Santa Cruz.

19 ADJOURNMENT
Board Chair Kalantari-Johnson adjourned the meeting at 10:57 AM.
Respectfully submitted,
Donna Bauer
Executive Assistant

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\title{
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) FINANCE, BUDGET, AND AUDIT STANDING COMMITTEE MEETING MINUTES* \\ JUNE 9, 2023-8:00 AM
}

A regular meeting of the Finance, Budget, and Audit Standing Committee of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, June 9, 2023.

The Committee Meeting Agenda Packet can be found online at www.SCMTD.com. *Minutes are "summary" minutes, not verbatim minutes. Audio recordings of Board meeting open sessions are available to the public upon request.

This document was created with accessibility in mind. With the exception of certain third party and other attachments, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to accessibility@scmtd.com

1 CALLED TO ORDER by Director Kalantari-Johnson at 8:02 AM.
2 SAFETY ANNOUNCEMENT
Curtis Moses, Safety, Security and Risk Management Director, provided a brief safety announcement, highlighting METRO's response to a medical emergency and its evacuation plan.

3 ROLL CALL: The following Directors were present via teleconference, representing a quorum:
\begin{tabular}{ll} 
Director Shebreh Kalantari-Johnson & \begin{tabular}{l} 
City of Santa Cruz \\
County of Santa Cruz
\end{tabular} \\
Director Manu Koenig & City of Scotts Valley \\
Director Donna Lind & County of Santa Cruz \\
Director Mike Rotkin & METRO CEO/General Manager \\
Michael Tree & METRO General Counsel
\end{tabular}

4 ORAL AND WRITTEN COMMUNICATIONS TO THE FINANCE, BUDGET AND AUDIT STANDING COMMITTEE
Director Lind thanked a METRO ParaCruz Bus Operator for stepping in two nights ago in addressing an emergency situation in Scotts Valley. The Operator was very aware and immediately contacted first responders for help.

There were no public comments.
Hearing nothing further, Director Kalantari-Johnson moved to the next agenda item.

\section*{5 ADDITIONS OR DELETIONS FROM AGENDAIADDITIONAL DOCUMENTATION} TO SUPPORT EXISTING AGENDA ITEMS
Having none, Director Kalantari-Johnson moved to the next agenda item.

\section*{6 MONTHLY FINANCIAL UPDATE}

Chuck Farmer, CFO, spoke to the presentation. He provided an overview of the May 2023 financials highlighting the factors that are affecting operating revenues/expenses. He also provided a brief summary of the capital spends.

There were no public comments.
Hearing nothing further, Director Kalantari-Johnson moved to the next agenda item.

\section*{7 ADOPTION OF THE FINAL FY24 AND FY25 BUDGET}

Chuck Farmer, CFO, spoke to the presentation and focused on the changes that have taken place in expenses and federal and state grants since the May 19, 2023 Board of Directors' Meeting. He emphasized there are no changes to headcount but once the economics of labor negotiations take place, the budget will be adjusted for FY24 and FY25 to account for these changes. He reviewed the funding source changes to the capital budget and the five-year budget plan for FY24-FY28.
Director Kalantari-Johnson requested staff to pull together scenarios if a revenue measure is passed and how that could affect future budgets.

Discussion continued on rising gas and hydrogen fuel prices and the impacts those fluctuations are having on the budget.
There were no further comments.
MOTION: RECOMMEND ADOPTION OF THE FINAL FY24 AND FY25 BUDGET TO THE FULL BOARD AS PRESENTED

MOTION: DIRECTOR LIND
SECOND: DIRECTOR KOENIG
Motion passed with 3 AYES (Directors Kalantari-Johnson, Koenig, and Lind). Director Rotkin was absent.

\section*{9 ADJOURNMENT}

Director Kalantari-Johnson adjourned the meeting at 8:20 AM.
Respectfully submitted,
Donna Bauer
Executive Assistant

DATE: June 23, 2023
TO: Board of Directors
FROM: Chuck Farmer, Chief Financial Officer

\section*{SUBJECT: ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF MAY 31, 2023}

\section*{I. RECOMMENDED ACTION}

That the Board of Directors accept and file the Year to Date Monthly Financial Report as of May 31, 2023

\section*{II. SUMMARY OF ISSUES}

An analysis of Santa Cruz Metropolitan Transit District's (METRO) financial status is prepared monthly in order to inform the Board of Directors (Board) regarding METRO's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year.
This staff report is the web-accessible companion document to the attached PowerPoint presentation titled "Year to Date Monthly Financial Report as of May 31, 2023."
Staff recommends that the Board accept and file the attached report.

\section*{III. DISCUSSION/BACKGROUND}

Below are the written explanations of the various charts and graphs in the attached Year to Date Monthly Financial Report as of May 31, 2023. The fiscal year has elapsed 92\%.
Slide 1
(Cover) Year to Date Monthly Financial Report as of May 31, 2023

\section*{Slide 2}

May 2023 Key Financial Highlights
- Service
o Fixed Route (including Hwy 17) Cost per Revenue Service Hour is \(\$ 249\) vs Budget of \$347
- 1 canceled trip, due to no Operator
o ParaCruz Cost per Trip is \$54 vs Budget of \$84
o Non-Student/Hwy 17 Passengers is 112,605 vs Budget of 117,639
o Average "Kids Ride Free" increases of 23,088 on weekdays, 2,987 on weekend days
- Financials
o Total Operating Surplus/(Deficit) is favorable \(\$ 0.4 \mathrm{M}\) driven by lower wages of \(\$ 0.2 \mathrm{M}\), fringe of \(\$ 0.2 \mathrm{M}\), and Non-Personnel of \(\$ 0.2 \mathrm{M}\); partially offset by higher OT of \$0.2M
o Non-Operating Revenues/Expense of \(\$ 2.6 \mathrm{M}\) is \(\$ 0.5 \mathrm{M}\) higher than budget of \(\$ 2.1 \mathrm{M}\), primarily due to higher interest income partially offset by lower sales tax
- Capital

0 Capital spend of \(\$ 289 \mathrm{~K}\) is under budget of \(\$ 480 \mathrm{~K}\) primarily due to timing of projects - Security Gates, Parts Washer, and non-revenue Service Trucks
- Personnel
o 296 Active Personnel vs 329* Funded Personnel
o 36 Vacancies at end of May, 11 related to Paratransit and Bus Operators, and 7 Mechanics
o 14 Bus Operators started training class on May 15th, another 13 are scheduled to begin the end of June

\section*{Slide 3}
(Cover) May 2023, YTD Pre-Close Financials

\section*{Slide 4}

May YTD FY23 Operating Surplus/(Deficit) Actual vs. Budget
- Actuals are \(\$ 4.1 \mathrm{M}\) favorable to budget - excludes UAL/Bond Payment and COVID related costs
o Passenger Fares - favorable by \(\$ 632 \mathrm{~K}\), Ridership is still below prepandemic levels, but is recovering
o Labor, Regular - favorable by \(\$ 2,997 \mathrm{~K}\), due to funded/vacant positions
o Labor, OT - unfavorable by \(\$ 1,879 \mathrm{~K}\), increased overtime for Bus Operators
o Fringe Benefits - favorable by \(\$ 2,815 \mathrm{~K}\) due to retirement and medical insurance savings from funded/vacant positions
o Non-Personnel - unfavorable by \(\$ 431 \mathrm{~K}\), primarily due to high fuel costs along with marketing and propositional campaigns

\section*{Slide 5}

May 31, 2023 YTD Operating Revenue and Expenses
- Operating Revenue, net favorable by \$632K
o Passenger Fares - favorable by \$479K
o Special Transit Fares - favorable by \(\$ 154 \mathrm{~K}\)
- Operating Expense, net favorable by \(\$ 3,502 \mathrm{~K}\) - Favorable wages and fringe driven by shortage of bus drivers and other vacant positions; partially offset by increased OT
o Labor Regular - favorable by \(\$ 2,997 \mathrm{~K}\)
o Labor OT - unfavorable by \(\$ 1,879 \mathrm{~K}\)
o Fringe Benefits - favorable by \(\$ 2,815 \mathrm{~K}\), excludes UAL related costs
o Non-Personnel - unfavorable by \$431K, excludes all COVID and Bond payment related costs
- Operating Deficit lower by \(\$ 4,134 \mathrm{~K}\)
o Farebox Recovery - 17.7\% vs 15.2\% budget
- Non-Operating Revenue/(Expense), net favorable by \$1,623K - Revenues favorable due to higher Sales Tax revenues, TDA/STA Grants, and Interest Income; partially offset by lower ARPA COVID drawdowns as a result of lower reimbursable costs
o Sales Tax/including Measure D - favorable by \(\$ 1,798 \mathrm{~K}\)
o Federal/State Grants - favorable by \(\$ 2,386 \mathrm{~K}\)
o COVID Relief Grants - unfavorable by \(\$ 3,634 \mathrm{~K}\)
o COVID Related costs - favorable by \$206K
o Pension UAL/Bond Payment costs - no variance
o All Other Revenues - favorable by \(\$ 868 \mathrm{~K}\)
- Operating Surplus before Transfers higher by \(\$ 5,757 \mathrm{~K}\)
- Bus Replacement Fund - higher by \(\$ 337 \mathrm{~K}\) due to increased Measure D sales tax revenues
o Bus Replacement Fund - Minimum \$3M annual commitment from Measure D sales tax and STA-SGR; FY23 budgeted transfer is \$3.1M
- Operating Surplus after Transfers higher by \(\$ 5,421 \mathrm{~K}\)

\section*{Slide 6}
(Cover) Capital Spending \& Project Completion

\section*{Slide 7}

May 31, 2023 Capital Budget Spend
Total Capital Projects spending month to date is \(\$ 289 \mathrm{~K}\) against budget of \(\$ 480 \mathrm{~K}\)
- Construction Related Projects - no spending against budget of \$6K
- IT Projects - no spending against budget of \(\$ 72 \mathrm{~K}\)
- Facilities Repair \& Improvements -spending of \(\$ 36 \mathrm{~K}\), no budget
- Revenue Vehicle Replacement - spending of \$257K against budget of \$362K
- Revenue Vehicle Electrification Projects - no spending against budget of \$10K
- Non-Revenue Vehicle Replacement - no spending, no budget
- Fleet \& Maintenance Equipment - no spending against budget of \(\$ 30 \mathrm{~K}\)
- Miscellaneous - credit of \(\$ 4 \mathrm{~K}\), no budget

Total Capital Projects spending year to date is \(\$ 3,885 \mathrm{~K}\) against budget of \(\$ 4,091 \mathrm{~K}\), which is \(35.2 \%\) of \(\$ 11,052 \mathrm{~K}\) approved annual budget from May 2023
- Construction Related Projects - spending of \(\$ 11 \mathrm{~K}\) against budget of \(\$ 17 \mathrm{~K}\), which is \(47.8 \%\) of \(\$ 23 \mathrm{~K}\) annual budget
- IT Projects - spending of \(\$ 890 \mathrm{~K}\) against budget of \(\$ 962 \mathrm{~K}\), which is \(86.1 \%\) of \$1,034K annual budget
- Facilities Repair \& Improvements - spending of \$476K against budget of \(\$ 433 \mathrm{~K}\), which is \(92.1 \%\) of \(\$ 517 \mathrm{~K}\) annual budget
- Revenue Vehicle Replacement - spending of \(\$ 2,233 \mathrm{~K}\) against budget of \(\$ 2,287 \mathrm{~K}\), which is \(74.0 \%\) of \(\$ 3,019 \mathrm{~K}\) annual budget
- Revenue Vehicle Electrification Projects - spending of \$46K, against budget of \(\$ 16 \mathrm{~K}\), which is \(0.8 \%\) of \(\$ 5,850 \mathrm{~K}\) annual budget
- Non-Revenue Vehicle Replacement - spending of \$63K against budget of \(\$ 68 \mathrm{~K}\), which is \(28.9 \%\) of \(\$ 218 \mathrm{~K}\) annual budget
- Fleet \& Maintenance Equipment - no spending against budget of \(\$ 105 \mathrm{~K}\), which is \(0.0 \%\) of \(\$ 180 \mathrm{~K}\) annual budget
- Miscellaneous - spending of \(\$ 166 \mathrm{~K}\) against budget of \(\$ 203 \mathrm{~K}\), which is \(78.7 \%\) of \(\$ 211 \mathrm{~K}\) annual budget

Overall YTD spending is at \(95.0 \%\), or \(\$ 3.9 \mathrm{M}\), of budget of \(\$ 4.1 \mathrm{M}\); primarily lower due to timing of projects - Security Gates, Parts Washer, and non-revenue Service Trucks
Active Projects include:
- ERP System
- AVL/ITS, Automatic Passenger Counters
- ZEB Chargers/Infrastructure

Slide 8
Questions
Slide 9
(Cover) Appendix

\section*{Slide 10}

May 31, 2023 Monthly Operating Revenue and Expenses
- Operating Revenue, net favorable by \$39K
o Passenger Fares - favorable by \(\$ 37 \mathrm{~K}\)
o Special Transit Fares - favorable by \$2K
- Operating Expense, net favorable by \(\$ 401 \mathrm{~K}\) - Favorable labor/fringe driven by shortage of bus drivers and other vacant positions
o Labor Regular - favorable by \$241K
o Labor OT - unfavorable by \$236K
o Fringe Benefits - favorable by \(\$ 235 \mathrm{~K}\), excludes UAL related costs
o Non-Personnel - favorable by \$161K, excludes all COVID and Bond payment related costs
- Operating Deficit lower by \(\$ 440 \mathrm{~K}\)
o Farebox Recovery \(-17.0 \%\) vs \(14.6 \%\) budget
- Non-Operating Revenue/(Expense), net favorable by \$509K - higher interest income and higher Sales Tax
o Sales Tax/including Measure D - favorable by \$375K
o COVID Related costs - favorable by \(\$ 18 \mathrm{~K}\)
o Pension UAL/Bond Payment costs - no variance
o All Other Revenues - favorable by \(\$ 115 \mathrm{~K}\)
- Operating Deficit before Transfers lower by \(\$ 948 \mathrm{~K}\)
- Bus Replacement Fund - higher by \$29K due to increased Measure D sales tax revenues
o Bus Replacement Fund - Minimum \$3M annual commitment from Measure D sales tax and STA-SGR; FY23 budgeted transfer is \$3.1M
- Operating Deficit after Transfers lower by \$919K

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

This report pertains to METRO's Financial Stability, Stewardship \& Accountability.
V. FINANCIAL CONSIDERATIONS/IMPACT

Favorable budget variances in Operating Revenues and Expenses contribute to favorable budget variance in Operating Balance, Year to Date as of May 31, 2023.
VI. CHANGES FROM COMMITTEE

Updated slide 2 for key financial data points

\section*{VII. ALTERNATIVES CONSIDERED}

There are no alternatives to consider, as this is an accept and file Year to Date Monthly Financial Report.

\section*{VIII. ATTACHMENTS}

Attachment A: Year to Date Monthly Financial Report as of May 31, 2023 Presentation

Prepared by: Cathy Downes, Sr. Financial Analyst

Board of Directors
June 23, 2023
Page 7 of 7

\section*{IX. APPROVALS}

Chuck Farmer, Chief Financial Officer


Michael S. Tree, CEO/General Manager


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Attachment A
Year to Date Monthly Financial Report
as of May 31,2023
Board of Directors
June 23, 2023
Chuck Farmer, Chief Financial Officer
\begin{tabular}{|c|c|}
\hline \multirow[t]{2}{*}{Service} & 2023 Key Financial Highlights \\
\hline & \begin{tabular}{l}
- Fixed Route (including Hwy 17) Cost per Revenue Service Hour is \(\$ 249\) vs Budget of \$347 \\
- 1 canceled trip, due to no operator \\
- ParaCruz Cost per Trip is \(\$ 54\) vs Budget of \(\$ 84\) \\
- Non-Student/Hwy 17 Passengers is 112,605 vs Budget of 117,639 \\
- Average "Kids Ride Free" increases of 23,088 on weekdays, and 2,987 on weekend days
\end{tabular} \\
\hline Financials & \begin{tabular}{l}
- Total Operating Surplus/(Deficit) is favorable \(\$ 0.4 \mathrm{M}\) driven by lower wages of \(\$ 0.2 \mathrm{M}\), fringe of \(\$ 0.2 \mathrm{M}\), and Non-Personnel of \(\$ 0.2 \mathrm{M}\); partially offset by higher OT of \(\$ 0.2 \mathrm{M}\) \\
- Non-Operating Revenues/Expense of \(\$ 2.6 \mathrm{M}\) are \(\$ 0.5 \mathrm{M}\) higher than budget of \(\$ 2.1 \mathrm{M}\), primarily due to higher interest income and higher sales tax
\end{tabular} \\
\hline Capital & - Capital spending of \(\$ 289 \mathrm{~K}\) is under budget of \(\$ 480 \mathrm{~K}\) primarily due to timing of projects - Security Gates, Parts Washer, and non-revenue Service Trucks \\
\hline Personnel & \begin{tabular}{l}
- 296 Active Personnel vs 329* Funded Personnel \\
- 36 Vacancies at end of May, 11 related to Paratransit and Bus Operators, and 7 Mechanics \\
- 14 Bus Operators started training class on May \(15^{\text {th }}\), another 13 are scheduled to begin the end of June
\end{tabular} \\
\hline
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9.3A. 3
May YTD FY23 Operating Surplus/(Deficit)
Actual* vs. Budget

9.3A. 6

\section*{Budget Spend}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|}
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\end{tabular}
Overall YTD spending is at \(95.0 \%\), or \(\$ 3.9 \mathrm{M}\), of budget of \(\$ 4.1 \mathrm{M}\); primarily lower due
to timing of projects - Security Gates, Parts Washer, and non-revenue Service Trucks
Active Projects include:
- ERP Financial System
- AVL/ITS, Automatic Passenger Counter
- ZEB Chargers/Infrastructure
9.3A. 8



D ATE: June 23, 2023
TO: Board of Directors
FROM: Chuck Farmer, DBE Liaison Officer, CFO
SUBJECT: ACCEPT AND FILE THE SEMI-ANNUAL REPORT ON THE STATUS OF METRO'S DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

\section*{I. RECOMMENDED ACTION}

> That the Board of Directors accept and file the Semi-Annual Report on the status of METRO's Disadvantaged Business Enterprise Program

\section*{II. SUMMARY}
- As a recipient of federal funds, Santa Cruz Metropolitan Transit District (METRO) participates in the federal Disadvantaged Business Enterprise (DBE) Program as specified in Title 49, Code of Federal Regulations, Part 26 (49 CFR 26).
- The Federal Transit Administration (FTA) requires METRO to recalculate its DBE goal triennially and to report goal attainment semi-annually as a requirement to receive federal funds.
- METRO's FFY21-23 goal for DBE participation is \(2.65 \%\) of all federally funded procurements with competitive contract bidding opportunities.
- A Semi-Annual report provided to the Board in concurrence with the FTA reporting schedule per METRO's DBE Policy.
- October 1, 2022 - March 31, 2023, METRO's DBE attainment was \(5.81 \%\) for contracts awarded, payments on ongoing contracts, and payments on completed contracts.

\section*{III. DISCUSSION/BACKGROUND}

The Department of Transportation established a Disadvantaged Business Enterprise (DBE) Program in 1980 to ensure that firms competing for federally funded contracts are not subject to unlawful discrimination. DBEs, as defined by the US Department of Transportation, are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51\% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

The FTA requires each qualified recipient of more than \$250,000 annually in federal funds to implement a DBE program, recalculate a DBE goal triennially, and report its goal attainment semi-annually, as specified by 49 CFR 26. METRO received approximately \(\$ 12.2\) million from the FTA in FFY23 and, therefore, maintained a DBE Program.

It is important to acknowledge the restrictions placed on DBE goal setting, attainment, and reporting:
- Only competitively biddable contracts with federal funding are counted in the procurement opportunities in which DBEs can participate.
o The majority of METRO's FTA funding is used to pay for internal labor costs and fringe benefits, and is not required to be monitored for the DBE program.
- Several large expenses have no competitive contract opportunities:
o Utilities, leases and rent payments, subscription services, membership costs, travel.
- Only certified DBEs can be included for setting goals and measuring attainment.
o Many businesses are owned by minorities and women, but not all of these owners register as DBEs in the statewide program.

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

Filing and accepting the semi-annual report on the status of METRO's Disadvantaged Business Enterprise Program aligns with METRO's goal of Financial Stability, Stewardship \& Accountability because failing to do so jeopardizes the receipt of federal funding.

\section*{V. DBE STATUS}

METRO's current DBE goal is \(2.65 \%\) as seen in METRO's DBE semi-annual report for the period covering October 1, 2022 - March 31, 2023 provided as Attachment A. During this reporting period, METRO's DBE attainment for contracts awarded, payments on ongoing contracts, and payments on completed contracts is \(5.81 \%, 0.00 \%\), and \(0.00 \%\), respectively.

METRO did not award or close any large construction procurement with subcontracting opportunities for DBEs, during this reporting period. The majority of METRO's federal capital funds were obligated for revenue vehicle infrastructure purchased from the vehicle manufacturer for which the transit vehicle manufacturer (TVM) reports DBE participation, not METRO. The remainder of METRO's federal capital funds were obligated for smaller infrastructure projects, for which there were limited subcontracting opportunities for DBEs.

\section*{VI. UPCOMING DBE OPPORTUNITIES}

In the second half of FFY23, METRO does not anticipate any new contract opportunities.

\section*{VII. FINANCIAL CONSIDERATIONSIIMPACT}

The DBE Program has direct expenses of less than \$850 for publishing ads and public hearing notices. Failure to update the goal and submit semi-annual reports would jeopardize METRO's receipt of over \(\$ 12.2\) million in federal financial assistance in FFY23.

\section*{VIII. CHANGES FROM COMMITTEE (Board Report ONLY)}

None

\section*{IX. ALTERNATIVES CONSIDERED}

There are no alternatives. Receiving the semi-annual report is a legal requirement connected to METRO receiving federal financial assistance. Staff is required to provide this information to inform the Board of this important program per METRO's DBE policy, Art. III § 3.304(G).

\section*{X. ATTACHMENTS}

Attachment A: June 1, 2023 DBE Semi-Annual Report (October 1, 2022 March 31, 2023)

Prepared by: Cayla Hill, Planning Analyst

Board of Directors
June 23, 2023
Page 4 of 4

\section*{XI. APPROVALS}

Approved as to fiscal impact: Chuck Farmer, CFO


Michael Tree, CEO/General Manager


\section*{Attachment A}


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DATE: June 23, 2023
TO: Board of Directors
FROM: Curtis Moses, Safety, Security and Risk Management Director

\section*{SUBJECT: RENEWAL OF LIABILITY AND VEHICLE PHYSICAL DAMAGE INSURANCE PROGRAM COVERAGE WITH CALTIP FOR FY24}

\section*{I. RECOMMENDED ACTION}

That the Board of Directors authorizes payment to the California Transit Indemnity Pool (CaITIP) for \$768,636 for participation in the FY24 liability and vehicle physical damage insurance coverage programs

\section*{II. SUMMARY}
- Santa Cruz Metropolitan Transit District (METRO) carries liability and vehicle physical damage insurance through California Transit Indemnity Pool (CaITIP), a pool of California public transit agencies established in 1987.
- The Liability Program Contribution Deposit for FY24 for \(\$ 672,628\) provides for general liability, and public officials' errors and omissions.
- The Vehicle Physical Damage Program Contribution Deposit for FY24 is \(\$ 96,008\) for vehicle physical damage insurance coverage.
- Staff recommends that the Board of Directors (Board) authorize payment to the CalTIP for \(\$ 768,636\) for participation in the FY24 liability and vehicle physical damage insurance coverage programs.

\section*{III. DISCUSSION/BACKGROUND}

METRO has been a member of CalTIP since its inception in 1987. Each member agency has a representative on CalTIP's Board of Directors. Michael Tree, CEO/GM is METRO's appointed Director to the CaITIP Board and Curtis Moses, Safety, Security and Risk Management Director, is METRO's appointed alternate Director to the Board.

In 2016 METRO moved to CaITIP's full service program as there were no internal resources available within METRO to handle the liability and vehicle physical damage insurance coverage program.

Liability: CaITIP's Liability Program provides protection against covered losses for bodily injury or physical damage caused by METRO or a METRO-owned vehicle. The pooled and excess coverage provides general liability, public officials' errors and omissions, and vehicle liability. CalTIP self-funds or "pools" the first \(\$ 2.0 \mathrm{M}\) of liability coverage for any claim. The \(\$ 2.0 \mathrm{M}\) is inclusive of METRO's Self-Insured Retention (SIR), which is \$250K. CalTIP purchases reinsurance and excess
insurance applying to losses that exceed the \(\$ 2.0 \mathrm{M}\) pooled layer. The general liability coverage limit is now \$25M.
The premium for liability coverage for FY24 is \(\$ 672,628\), an increase of \(\$ 9,024\) or \(1.3 \%\) over FY23. This increase in premium is primarily due to an increase in the pool layers, increase in hazard exposures, increase in revenue service miles, and offset with increased investment earnings.
Vehicle Physical Damage (VPD): The VPD Program provides comprehensive and collision coverage to transit, staff and maintenance vehicles. CalTIP currently selffunds, or "pools", the first \$100K of coverage over the member agency's deductible. METRO's per vehicle deductible is \(\$ 500\) for non-revenue vehicles and \(\$ 5 \mathrm{~K}\) for buses and paratransit vehicles. CalTIP purchases excess insurance for losses exceeding \(\$ 100 \mathrm{~K}\) and provides currently METRO with coverage up to \(\$ 20 \mathrm{M}\) per occurrence.
The premium for vehicle physical damage coverage for FY24 is \$96,008, an increase of \(\$ 2,818\) or \(3 \%\) from FY23. This increase is attributable one pool layer increased rates.

Below is the table reflecting five years of experience broken out by Liability and Vehicle Physical Damage insurance coverage program:

\section*{Liability Program}
\begin{tabular}{|l|l|l|l|l|l|}
\hline Program Year & \(2019 / 20\) & \(2021 / 21\) & \(2021 / 22\) & \(2022 / 23\) & \(2023 / 24\) \\
\hline Net Contribution & \(\$ 578,199\) & \(\$ 686,114\) & \(\$ 698,677\) & \(\$ 663,604\) & \(\$ 672,628\) \\
\hline
\end{tabular}

Vehicle Physical Damage Program
\begin{tabular}{|l|l|l|l|l|l|}
\hline Program Year & \(2019 / 20\) & \(2020 / 21\) & \(2021 / 22\) & \(2022 / 23\) & \(2023 / 24\) \\
\hline Net Contribution & \(\$ 101,438\) & \(\$ 64,647\) & \(\$ 46,599\) & \(\$ 93,190\) & \(\$ 96,008\) \\
\hline
\end{tabular}

Staff recommends that the Board authorize payment to the CaITIP in the amount of \(\$ 768,636\) for participation in the FY24 liability and vehicle physical damage insurance coverage programs.

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

This report aligns with the following METRO Strategic Priorities:
1. Financial Stability, Stewardship \& Accountability
2. Service Quality and Delivery

\section*{v. FINANCIAL CONSIDERATIONSIIMPACT}

The following outlines the elements of the above recommendation:
1. Amount of recommendation: \(\$ 768,636\)
2. Source of Funding: \(\$ 768,636\) from the FY24 Operating Budget
3. Expense accounts to charge: Insurance Property - 506011 / Insurance PL\&PD - 506015
VI. CHANGES FROM COMMITTEE

N/A.

\section*{VII. ALTERNATIVES CONSIDERED}
- Using an alternate insurance carrier would cause METRO to lose many of the other important services provided by CalTIP, including safety and risk control programs: the Field Service Program, A-Check (Electronic Employee Pull Notice) and the Bus Operator Selection Survey (BOSS), to name a few.
- METRO could self-insure - but does not currently have the cash reserves to support such a program.

\section*{VIII. ATTACHMENTS}

None

Prepared by: Curtis Moses, Safety, Security and Risk Management Director

Board of Directors
June 23, 2023
Page 4 of 4

\section*{IX. APPROVALS}

Curtis Moses, Safety, Security, and Risk Management Director


Approved as to fiscal impact: Chuck Farmer, CFO

Michael Tree, CEO/General Manager


DATE: June 23, 2023
TO: Board of Directors
FROM: Curtis Moses, Safety, Security and Risk Management Director
SUBJECT: RECOMMENDED ACTION ON TORT CLAIMS

\section*{I. RECOMMENDED ACTION}

\section*{That the Board of Directors Approve Staff Recommendations for Claims for the Month of June 2023, as reflected in Section VIII of this report}

\section*{II. SUMMARY}

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

\section*{III. DISCUSSION/BACKGROUND}

METRO's Risk Department received four claims for the month of June 2023 for money or damages. As a public entity, METRO must act "within 45 days after the claim has been presented" (Govt C §912.4(a)). See staff recommendations in paragraph VIII.
IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to METRO's Financial Stability, Stewardship and Accountability.
V. FINANCIAL CONSIDERATIONSIIMPACT

None

\section*{VI. CHANGES FROM COMMITTEE}

N/A

\section*{VII. 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)).

\section*{VIII. DESCRIPTION OF CLAIM}
\begin{tabular}{|l|l|l|c|}
\hline \multicolumn{1}{|c|}{ Claimant } & Claim \# & \multicolumn{1}{|c|}{ Description } & \begin{tabular}{c} 
Recommended \\
Action
\end{tabular} \\
\hline \begin{tabular}{l} 
Alvarez Garcia, \\
Guadalupe
\end{tabular} & \(23-0008\) & \begin{tabular}{l} 
Claimant alleges that a \\
METRO Bus damaged her \\
vehicle. Amount of claim: \\
\(\$ 4,935.74\)
\end{tabular} & Reject \\
\hline \begin{tabular}{l} 
MGE Underground \\
Inc.
\end{tabular} & \(23-0009\) & \begin{tabular}{l} 
Claimant alleges that a \\
METRO Bus damaged \\
their truck. Amount of \\
claim: \$11,809.66
\end{tabular} & Reject \\
\hline Diaz Arevalo, Victor & \(23-0010\) & \begin{tabular}{l} 
Claimant alleges that a \\
METRO Bus damaged his \\
vehicle. Amount of claim: \\
\(\$ 5,259.50\)
\end{tabular} & Reject \\
\hline \begin{tabular}{l} 
Allio Abington, \\
Janine
\end{tabular} & \(23-0011\) & \begin{tabular}{l} 
Claimant alleges that \\
METRO is responsible for \\
medical related expenses. \\
Amount of claim: \$444.00
\end{tabular} & Reject \\
\hline
\end{tabular}

Prepared by: Tom Szestowicki, Safety Specialist

\section*{IX. APPROVALS}

Curtis Moses, Safety, Security and Risk Management Director

Michael Tree
CEO/General Manager


\section*{- THIS PAGE INTENTIONALLY LEFT BLANK -}

DATE: June 23, 2023

TO: Board of Directors
FROM: Michael Tree, CEO/General Manager

\title{
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO LES TURBO IMAGES FOR BUS WRAP SERVICES FOR 60' ARTICULATED, 40' AND 35' BUSES NOT TO EXCEED \$271,571.08
}

\section*{I. RECOMMENDED ACTION}

That the Board of Directors award a contract to Les Turbo Images for Bus Wrap Services for 60' Articulated, \(40^{\prime}\) and \(35^{\prime}\) Buses in an amount not to exceed \$271,571.08 for a two-year term and authorize the CEO/General Manager to execute the same.

\section*{II. SUMMARY}
- The Santa Cruz Metropolitan Transit District (METRO) has a need for Bus Wrap Services to wrap up to ten (10) 2013 New Flyer 60' CNG articulated buses being delivered from the San Diego Metropolitan Transit System (MTS) in August and up to twenty-five (25), 2011-2013 New Flyer 40' and 35' buses in METRO's current fleet. The wraps will update outdated branding to align with METRO's current brand standards.
- A formal Request for Proposals (RFP) was issued to solicit proposals from qualified firms. Three firms submitted proposals for METRO's review.
- A three-member evaluation team composed of METRO staff reviewed and evaluated the proposals, and is recommending that the Board of Directors (Board) award a contract to the highest ranked proposer, Les Turbo Images.

\section*{III. DISCUSSION/BACKGROUND}

On May 19, 2023, the Board approved the purchase of ten (10) 2013 New Flyer CNG Articulated buses from MTS to serve UCSC and METRO's most heavily utilized routes. These buses will arrive in August with MTS' current red and white branded paint. The buses will need to be wrapped before use to reflect METRO's branding.

As part of METRO's goal to update outdated branding to align with METRO's current brand standards and increase ridership, staff is including up to twenty-five (25) partial wraps for its existing fleet of 2011-2013 35' to 40' CNG New Flyer buses that have the outdated logo with stripe design. These will be wrapped to match METRO's current, more modern, brand guidelines. These wraps will be scheduled over the course of the next two years, pending budget.

As METRO works to increase ridership and further establish the agency as a key community partner, it would be in the best interest of the agency to update our fleet to have consistent branding. This will allow our riders and our community to better identify METRO and to connect with our brand.

On May 16, 2023, METRO advertised RFP 23-14, distributed notices via Bonfire (METRO's e-procurement portal) to 218 firms, including 75 Disadvantaged Business Enterprises (DBEs), and sent email notices to all GovDelivery subscribers. On June 6, 2023, proposals were received and opened from three firms. A list of these firms is provided in Attachment A. A three-member evaluation team composed of METRO staff has reviewed and evaluated the proposals.

The evaluation team used the following criteria as contained in the RFP:
\begin{tabular}{|l|c|}
\hline \multicolumn{1}{|c|}{ Evaluation Criteria } & Points \\
\hline Qualifications and Experience & 30 \\
\hline Technical Approach & 30 \\
\hline Schedule of Installation/Repair timeline & 30 \\
\hline References & 20 \\
\hline Cost proposal & 35 \\
\hline Participation in Sustainability Initiative & 5 \\
\hline Total Points Possible & \(\mathbf{1 5 0}\) \\
\hline
\end{tabular}

Les Turbo Images was determined to be the highest ranked firm whose proposal fulfills the requirements of the RFP. Staff also determined that Les Turbo Images costs are fair and reasonable.

Staff is recommending that the Board award a two-year contract to Les Turbo Images for Bus Wrap Services for 60" Articulated, 40" and 35" Buses in an amount not to exceed \(\$ 271,571.08\), and authorize the CEO/General Manager to execute the Les Turbo Images contract.

Les Turbo Images will provide all services meeting all METRO's specifications and requirements of the contract. Danielle Glagola, Marketing, Communications \& Customer Service Director, will serve as the Contract Administrator and will ensure contract compliance.

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

The award of this contract would align with the following Strategic Priorities:
- Strategic Alliances and Community Outreach
- State of Good Repair

\section*{V. FINANCIAL CONSIDERATIONSIIMPACT}

The not-to-exceed value of the contract is \(\$ 271,571.08\). Funds to support this contract are included in the FY24 and FY25 Marketing Operating budget, within the Printing (504215) account.
VI. CHANGES FROM COMMITTEE

N/A

\section*{VII. ALTERNATIVES CONSIDERED}

Do nothing is an alternative, but this is not recommended as the incoming articulated buses will be required to be wrapped with METRO's current branding before use. Additionally, the fleet at METRO will continue to have inconsistent branding and miss the opportunity to place the METRO brand in good standing with the community. This approach accomplishes both tasks.

\section*{VIII. ATTACHMENTS}

Attachment A: List of Responding Firms
Attachment B: Contract with Les Turbo Images

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

Prepared by: Tanya Gilliam, Purchasing Agent

Board of Directors
June 23, 2023
Page 4 of 4

\section*{IX. APPROVALS}

Approved as to fiscal impact: Chuck Farmer, CFO

Michael Tree, CEO/General Manager


\section*{Attachment A}


Responding Firms for RFP No. 23-14

\section*{Bus Wrap Services for 60’ Articulated, 40’ and 35' Buses}

Received by June 6, 2023 at 5:00 PM
\begin{tabular}{|lll|}
\hline Catto's Graphics, Inc. & Santa Cruz & CA \\
\hline Circle Graphics & San Fernando & CA \\
\hline Turbo Images & Quebec & Canada \\
\hline
\end{tabular}

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\section*{PROFESSIONAL SERVICES CONTRACT FOR BUS WRAP SERVICES FOR 60’ ARTICULATED, 40’ AND 35’ BUSES (23-14)}

THIS CONTRACT is made effective on June 23, 2023 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Santa Cruz METRO"), a political subdivision of the State of California, and LES TURBO IMAGES d/b/a TURBO IMAGES INC. ("Contractor").

\section*{1. RECITALS}
1.1 Santa Cruz METRO’s Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.
1.2 Santa Cruz METRO’s Need for Bus Wrap Services for 60’ Articulated, 40’ and 35’ Buses

Santa Cruz METRO has the need for Bus Wrap Services for 60’ Articulated, 40’ and 35’ Buses. In order to obtain these services, Santa Cruz METRO issued a Request for Proposals, dated May 16, 2023, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit A.
1.3 Contractor's Proposal

Contractor is a firm qualified to provide Bus Wrap Services for 60' Articulated, 40' and 35' Buses and whose principal place of business is 1225, 107e Rue Saint-Georges, Quebec, Canada G5Y 8C3. Pursuant to the Request for Proposals issued by Santa Cruz METRO, Contractor submitted a proposal for Bus Wrap Services for 60’ Articulated, 40’ and 35' Buses, which is attached hereto and incorporated herein by reference as Exhibit B.
1.4 Selection of Contractor and Intent of Contract

On June 23, 2023, Santa Cruz METRO selected Contractor as the Proposer whose proposal was most advantageous to Santa Cruz METRO to provide the Bus Wrap Services for 60’ Articulated, \(40^{\prime}\) and 35 ' Buses described herein. This Contract is intended to fix the provisions of these services.

Santa Cruz METRO and Contractor agree as follows:

\section*{2. INCORPORATED DOCUMENTS AND APPLICABLE LAW}
2.1 Documents Incorporated in this Contract

This Contract shall consist of the following documents, all of which are incorporated herein and made a part hereof by reference thereto. This writing constitutes the final expression of the parties’ Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 12.15 of the General Conditions to the Contract.

\section*{Attachment B}
1) This Contract
2) Exhibit A

Santa Cruz METRO’s "Request for Proposals" dated May 16, 2023, including Addenda Nos. 1 through 3.
3) Exhibit B (Contractor's Proposal)

Contractor’s Proposal to Santa Cruz METRO for Bus Wrap Services for 60’ Articulated, 40’ and 35’ Buses, including Attachment A: Revised Pricing Summary with Alternative \(60^{\prime}\) Partial Wraps, as accepted by Santa Cruz METRO.

\subsection*{2.2 Conflicts}

In the event of conflict between or among the terms of the Contract Documents, the order of precedence, from highest to lowest, will be this Contract; Exhibit A; Exhibit B.

\subsection*{2.3 Recitals}

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

\section*{3. DEFINITIONS}
3.1 General

The terms below (or pronouns in place of them) have the following meaning in the Contract:
3.1.1 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Part IV, Section 12.15 of the General Conditions to the Contract.
3.1.2 CONTRACTOR - The Proposer selected by Santa Cruz METRO for this project in accordance with the Request for Proposals issued May 16, 2023.
3.1.3 CONTRACTOR'S STAFF - Employees of Contractor.
3.1.4 DAYS - Calendar days.
3.1.5 PROPOSER - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued May 16, 2023.
3.1.6 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
3.1.7 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

\section*{Attachment B}

\section*{4. TIME OF PERFORMANCE}

\subsection*{4.1 Term}

The term of this Contract will be for a period of two (2) years, and shall commence upon the execution of the Contract by Santa Cruz METRO. Upon satisfactory performance of services, Santa Cruz METRO may extend this agreement beyond the initial term when mutually agreed to in writing by the parties.

\section*{5. COMPENSATION}
5.1 Terms of Payment

Santa Cruz METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by Santa Cruz METRO. Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of Santa Cruz METRO's written approval of Contractor's written invoice for said work.

It is understood that execution of this Contract does not guarantee any amount of services and/or dollar expenditure to be provided under the Contract to Contractor. However, the maximum compensation that Santa Cruz METRO has authorized to be expended for this Contract will not exceed \(\$ \mathbf{2 7 1 , 5 7 1 . 0 8}\). Contractor understands and agrees that if it exceeds the maximum amount payable under this Contract, it does so at its own risk.

\subsection*{5.2 Invoices}

Contractor shall submit invoices with a purchase order number provided by Santa Cruz METRO on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract.

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

\section*{6. NOTICES}

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting if sent by registered mail, receipt requested, to a party hereto at the address hereinunder set forth, or to such other address as a party may designate by notice pursuant hereto.

\section*{Attachment B}

\author{
Santa Cruz METRO \\ Santa Cruz Metropolitan Transit District \\ 110 Vernon Street \\ Santa Cruz, CA 95060 \\ Attention: Michael Tree, CEO \\ CONTRACTOR \\ Turbo Images Inc. \\ 1225, 107e Rue Saint-Georges, QC \\ Canada G5Y 8C3 \\ Attention: Steve Payne
}

\section*{7. ACCEPTANCE OF ELECTRONIC SIGNATURES AND COUNTERPARTS}

The parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic method by either of the parties, and each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Each party further agrees that this Contract may be executed in two or more counterparts, each of which will be deemed an original, and all of which constitute one and the same instrument.

\section*{8. AUTHORITY}

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

\section*{Attachment B}

Signed on

\author{
Santa Cruz METRO - \\ SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
}

Michael Tree, CEO/General Manager

Contractor -
LES TURBO IMAGES d/b/a TURBO IMAGES INC.
Pier Veilleux, President/CEO

Approved as to Form:
Julie A. Sherman, General Counsel


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DATE: June 23, 2023

SANTA CRUZ
METRO

TO: Board of Directors
FROM: Isaac Holly, IT and ITS Director
SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO/GENERAL MANAGER TO RENEW ANNUAL MAINTENANCE AND SUPPORT SERVICES WITH MAINTSTAR, INC. FOR MAINTSTAR SOFTWARE

\section*{I. RECOMMENDED ACTION}

That the Board of Directors authorize the CEO/General Manager to renew annual maintenance and support services with Maintstar, Inc. for Maintstar software in the amount of \(\$ 55,349\).

\section*{II. SUMMARY}
- The Maintstar software maintenance and support services need to be renewed annually in order to continue to receive the following for this missioncritical METRO system:
- Unlimited support via telephone and email;
- Bug fixes and customization for the current Maintstar version; and
- Continued cloud hosting of the system.

\section*{III. DISCUSSION/BACKGROUND}

Maintstar is an Enterprise Asset Management system (EAM) system that enables METRO to:
- Assign and manage work orders for both Fleet and Facilities Maintenance departments;
- Manage our Fleet Parts inventory;
- Schedule preventative maintenance for our fleet;
- Track and report fuel usage;
- Provide monthly reports for the National Transit Database (NTD) which is a federal requirement; and
- Generate and track fleet KPl's.

METRO procured the Maintstar EAM system in 2009 to fulfill the needs of the Maintenance departments to manage work and assets. METRO has continued to renew and upgrade this system with the vendor over the past 14 years and Board approval is needed to continue this subscription.

Staff recommends that the Board authorize the CEO/General Manager to renew annual maintenance and support services with Maintstar, Inc. for Maintstar software in the amount of \$55,349.

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

The renewal of this service would align with the following Strategic Priorities:
1. Service Quality and Delivery
2. Internal and External Technology

\section*{V. FINANCIAL CONSIDERATIONSIIMPACT}

The funding in the amount of \(\$ 55,349\) is included in the FY23 current fiscal year's IT Department Operating budget within the Maintenance Fees (503352) account.

\section*{VI. CHANGES FROM COMMITTEE}

N/A

\section*{VII. ALTERNATIVES CONSIDERED}
- Do nothing. There is no alternative recommended at this time. Maintstar is a critical foundation to the core functions of METRO's Maintenance departments. Not renewing services for maintenance and support would result in losing the eligibility to receive technical support and updates, as well as losing access to the hosted software system.
- Going out to bid for a new system of this magnitude is not feasible at this time due to budgetary constraints. METRO is in the process of evaluating alternative systems that offer similar functionality.
VIII. ATTACHMENTS: None

Prepared by: Isaac Holly, IT and ITS Director

\section*{IX. APPROVALS}

Isaac Holly, IT \& ITS Director


Approved as to fiscal impact:
Chuck Farmer, CFO

Michael Tree, CEO/General Manager


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DATE: June 23, 2023


TO: Board of Directors
FROM: Chuck Farmer, CFO
SUBJECT: RENEWAL OF AGREEMENT WITH COUNTY OF SANTA CRUZ FOR PAYROLL SERVICES

\section*{I. RECOMMENDED ACTION}

That the Board of Directors authorize the CEO/General Manager to execute a new agreement with the County of Santa Cruz for payroll services.

\section*{II. SUMMARY}
- The current agreement with the County of Santa Cruz (County) for payroll services will expire June 30, 2023. Santa Cruz Metropolitan Transit District (METRO) has contracted with the County to provide payroll services for approximately forty-eight years.
- Due to the specialized needs of METRO, including over thirty different types of pay, and approximately fifteen deductions, only the County can economically provide these payroll services at this time.
- The County has adapted its computer system to provide specialized services and reports exclusive to METRO, and has established computer links to facilitate the data transfer process. The County has been very responsive to METRO's payroll needs, especially when changes are made as a result of renegotiated labor agreements with the labor organizations, and changes to processes related to CalPERS reporting.
- This should be the final extension as METRO procured a payroll system and is in process of moving the payroll processing from the County to METRO in early 2024.
- Staff requests the Board approve a new agreement with the County for payroll services. METRO anticipates the cost will not exceed \(\$ 60,000\) annually.

\section*{III. DISCUSSION/BACKGROUND}

METRO's current agreement with the County for payroll services will expire June 30, 2023.

METRO is responsible for providing the County with accurate documentation of hours worked by each employee, while the County actually processes the biweekly payroll for approximately 330 employees which includes the following services and deductions:
- Process bi-weekly payroll including approximately thirty types of pay such as straight time, overtime, double-time, bilingual, shift differential, uniform allowance, instructor pay, union non-work pay, sick pay, vacation pay, personal leave pay, administrative leave pay, out-of-class pay, accrual payoffs, accident pay, jury duty, etc.
- File all payments for Federal and State taxes within prescribed time limits.
- Remittance to the appropriate payees, for deductions such as insurance, garnishments, deferred compensation, retirement, direct deposit to banks, union dues, etc.
- CaIPERS retirement deductions, deferred compensation, monthly medical benefit payments, mandatory monthly/annual Unfunded Accrued Liability (UAL) payments, and other related CalPERS reporting
- Issue paychecks and year-end W-2's, etc.

The County has provided payroll services to METRO for approximately forty-eight (48) years in a satisfactory manner, at a cost significantly lower than private service bureaus for similar services and deductions.
Over the years, the County has adapted its computer system to provide specialized services and reports exclusive to METRO, and has established computer links to facilitate the data transfer process. They have been very responsive to METRO's payroll needs, especially when changes are made as a result of re-negotiated labor agreements with the labor organizations.
This agreement should be the final extension of the contract with the County. METRO procured Workday as its payroll system and the final conversion to METRO should take place in early 2024.
Staff requests that the Board of Directors authorize the CEO/General Manager to execute a new agreement with the County of Santa Cruz for payroll services at the rates set forth in the agreement.

\section*{IV. FINANCIAL CONSIDERATIONSIIMPACT}

The following outlines the elements of the recommendation:
1. Amount of Recommendation:
- Not to Exceed \$60,000
2. Source Of Funding:
- Operating Budget - Operating Revenue
3. Expense Accounts:
- Accounting/Audit Fees (503011-1200)
4. Fiscal Impact:
- The cost for the recommendation of the renewal of the County Payroll Services Agreement is included in the Finance Department Operating Budget.

\section*{v. CHANGES FROM COMMITTEE}

N/A

\section*{VI. ALTERNATIVES CONSIDERED}
- METRO could go out to bid for payroll services.

The above alternative is not recommended due to the complexities of the METRO payroll and the forty-eight (48) years of experience the County has with processing METRO payroll.

\section*{VII. ATTACHMENTS}

Attachment A: Independent Contractor Agreement

Prepared By: Chuck Farmer, CFO

Board of Directors
June 23, 2023
Page 4 of 4

\section*{VIII. APPROVALS:}

Approved as to fiscal impact: Chuck Farmer, CFO


Michael Tree, CEO/General Manager


\section*{Attachment A}

\section*{INDEPENDENT COYTRACTOR AGREEMENT}

This Contract, which is effective on the date it is fully executed, is between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, hereinafter called DISTRICT, and the COUNTY OF SANTA CRUZ, hereinafter called COUNTY.

\section*{WITNESSETH}

WHEREAS, the COUNTY is able to furnish, and the DISTRICT wishes to receive and purchase, accounts payable and payroll services as set forth below;

NOW, THEREFORE, in consideration of the policies, covenants and obligations of the parties as set forth herein, the parties agree as follows:
1. PAYROLL-RELATED DUTIES OF COUNTY. COUNTY shall maintain the level of payroll-related service provided to DISTRICT as of June 30, 2023, which shall include the following:

COUNTY agrees to exercise special skill to maintain a payroll system in conformance with State and federal laws and regulations and CalPERS requirements in order to accomplish the following results for DISTRICT during the term of this Contract with regard to DISTRICT'S payroll:
A. Process DISTRICT'S bi-weekly payroll for approximately 320 employees for calendar year 2023, all of whom have wages computed hourly and must be reported by DISTRICT in accordance with COUNTY published payroll processing calendar.
B. Deduct amounts from employee payroll and submit those payments as appropriate on behalf of DISTRICT or the employee, including but not limited to the following: various insurance deductions, garnishments, retirement, direct deposit to banks, deferred compensation, Medicare, and credit unions.
C. Provide for timekeeper data entry and retrieval of attendance information, which shall include corrections and balancing by either:
i. hard copy via mail or courier; or
ii. electronically via computer connected to COUNTY'S database.
D. Provide each payee with an Earnings, Deductions \& Leave statement which shows, at a minimum, the following:
i. current earnings by hours and amount, current taxes and other deductions by amount;
ii. year-to-date earnings, taxes and other deductions;
iii. current balances for sick, annual, personal, administrative leave and floating

\section*{Attachment A}
holidays.
E. Provide for direct deposit to financial institutions both for savings and/or checking accounts. (DISTRICT employees must agree to be paid via direct deposit.) The official pay day is the Friday after the end of the two-week pay period as posted by COUNTY. COUNTY will strive to provide funds early to financial institutions that choose to post and make available to employees their payroll funds on Thursday (Wednesday if Thursday is a holiday).
F. File all federal and State payroll taxes within prescribed time limits.
G. Deduct for Medicare from employees hired after April 1, 1985, and for FICA as necessary.
H. DISTRICT employees covered by the Public Employees' Retirement System (PERS), COUNTY will process all retirement deductions in accordance with DISTRICT's contract with PERS including:
i. Deductions on first 80 hours only (not to include overtime). The DISTRICT shall provide COUNTY a copy of its contract with PERS;
ii. Payment for the monthly CalPERS Unfunded Accrued Liability; and
iii. Payment for the monthly CalPERS medical benefits invoice.
I. Interface with COUNTY financial system and provide journal entries for posting to general ledger within five (5) workdays of payday.
J. Provide reports with the following information and frequency shown in parentheses:
i. By employee, usage and balance-available reports on compensatory time, sick leave, annual leave, administrative leave, personal leave, floating holidays, overtime reports, leave usage, hours and liability for leave reports (payday).
ii. Payroll history by employee made available by payday.
a. Master File
b. Earnings History
iii. Hours and earnings (payday).
iv. Deductions (payday).
v. Audit report (payday).
vi. Last rate of pay increase, by employee amount and date (monthly).
vii. Payroll register (payday).

\section*{Attachment A}
K. Generate new reports as required and provide direct access to the database for retrieval of information as required. (If an additional charge for a report is required by DISTRICT, COUNTY will notify DISTRICT in advance so that DISTRICT may approve charges.)
L. Account for taxable, non-cash fringe benefits as reported to COUNTY by DISTRICT.
M. Issue \(2023 \mathrm{~W}-2 \mathrm{~s}\) and quarterly reports; provide, upon request, duplicate 2023 W 2s.
N. Provide information needed for special project reports subject to an hourly billing charge if COUNTY deems applicable.
O. Provide services to DISTRICT as a payroll processing vendor, in no way taking responsibility for the correctness, accuracy, or status of taxability of the data provided by DISTRICT. In the event data is determined to be incorrect by an outside agency such as IRS, CALPERS or others, DISTRICT takes full responsibility for penalties, interest or additional charges incurred to correct errors including those for reissuance of employee or the DISTRICT IRS tax forms.
2. PAYROLL-RELATED DUTIES OF DISTRICT. DISTRICT agrees during the term of this Contract to perform the following functions and duties with regard to DISTRICT'S payroll:
A. The DISTRICT shall deposit in advance with COUNTY such funds as are necessary to process and make payment of required payroll.
B. The DISTRICT shall provide COUNTY accurate documentation of hours worked by each employee in advance of payday in accordance with COUNTY payroll processing schedule and in a format as required by COUNTY.
C. DISTRICT agrees to conform its payroll schedule to that of COUNTY and to not arrange for any additional types of pay or employee compensation without consulting and receiving agreement from COUNTY to determine the feasibility of COUNTY to make those payments timely.
3. ACCOUNTS PAYABLE-RELATED DUTIES OF COUNTY. COUNTY shall maintain the level of accounts payable-related service provided to the DISTRICT as of June 30, 2023, which shall include the following:

COUNTY agrees to maintain a financial accounting system and exercise special skill to accomplish the following results for the DISTRICT during the term of this Contract with regard to DISTRICT'S accounts payable:
A. Grant DISTRICT access to COUNTY'S financial accounting system, where DISTRICT staff will enter accounts payable transactions on behalf of the DISTRICT.

OR

\section*{Attachment A}

Enter accounts payable transactions into COUNTY'S financial accounting system on behalf of DISTRICT, with proper supporting documentation provided by DISTRICT.
B. Set up vendors for payment in COUNTY'S financial accounting system as needed, with proper supporting documentation such as W-9 forms provided by DISTRICT.
C. Issue warrant or EFT payments to vendors on behalf of DISTRICT;
D. Issue 1099s to vendors on behalf of DISTRICT, in accordance with IRS guidelines;
E. Provide services to DISTRICT as an accounts payable processing vendor, in no way taking responsibility for the correctness, accuracy, or status of taxability of the data provided by DISTRICT. In the event data is determined to be incorrect by an outside agency such as IRS or others, DISTRICT takes full responsibility for penalties, interest or additional charges incurred to correct errors including those for reissuance of 1099s.

\section*{4. ACCOUNTS PAYABLE-RELATED DUTIES OF THE DISTRICT. The} DISTRICT agrees during the term of this Contract to perform the following functions and duties with regard to DISTRICT'S accounts payable:
A. DISTRICT shall deposit in advance with COUNTY such funds as are necessary to process and make payment of required accounts payable.
B. DISTRICT shall attach accurate documentation to support vendor payments in COUNTY'S financial accounting system

OR

DISTRICT shall provide requests for payments to vendors to COUNTY in the format as required by COUNTY.
5. COMPENSATION In consideration for COUNTY accomplishing said results with regards to DISTRICT'S payroll and accounts payable:
A. DISTRICT agrees to pay COUNTY for payroll services rendered as follows:
i. \(\$ 7.36\) per pay period per employee for direct deposit of bi-weekly wages for fiscal year 2023-2024 services and an adjustment for each subsequent year based upon Payroll Division costs including overhead and employment demographics of DISTRICT. Any such adjustment will be made by written amendment to this Contract, as described in Section 8, and;
ii. Up to \(\$ 10,000\) for initial set up services or system modification requested by DISTRICT including Information Services Department (ISD) programming

\section*{Attachment A}
of the County Payroll system and Auditor-Controller payroll division staff time. Charges will be calculated based upon COUNTY employee documented hours and direct ISD billings. COUNTY will charge the DISTRICT for these services at a current rate of \(\$ 100\) per hour. COUNTY will notify DISTRICT in advance so that DISTRICT may approve charges.
B. DISTRICT agrees to pay COUNTY for accounts-payable services rendered as follows:
i. \(\quad \$ 6.60\) per check/EFT issued on behalf of DISTRICT for fiscal year 20232024, with an adjustment for each subsequent year to be calculated based upon Claims (Accounts Payable) division costs, including overhead. Any such adjustment will be made by written amendment to this Contract, as described in Section 8.
C. COUNTY agrees to submit an annual invoice for total payroll and accounts payable services provided.
6. TERM. The term of this Contract shall be July 1, 2023 through June 30, 2024. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated. The District will be transitioning to an outside payroll system for calendar year 2024, and payroll services, with the exception of calendar year 2023 reporting information, will cease on December 31, 2023. Accounts Payable services will continue through June 30, 2024.
7. EARLY TERMINATION. Either party hereto may terminate this Contract as of June 30 of any year by giving one hundred twenty (120) days' written notice to the other party.
8. MODIFICATION OF CONTRACT. The fees, terms or conditions of this Contract may be modified in writing with the consent of the parties. No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.
9. OBLIGATIONS UPON TERMINATION. Upon termination of this Contract, a final accounting shall be made of the fees payable to the COUNTY and any funds belonging to the DISTRICT in the possession of COUNTY and any balance due either party shall be promptly paid by the debtor party.
10. RECORDS. All records, reports and material pertaining to DISTRICT payroll subject to this Contract shall be the property of DISTRICT and shall be available to DISTRICT.
11. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS. To the fullest extent allowed by law, each of the Parties will indemnify, hold harmless and defend the other party and its directors, officers, employees and agents

\section*{Attachment A}
(collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses under or in connection with any work or authority delegated to such party under this Contract. Neither party, nor any director, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other party hereto, under or in connection with any work or authority delegated to such other party under this Contract. This indemnification will survive termination or expiration of this Contract.
12. NONASSIGNMENT. Neither party shall assign this Contract or any part hereof without the written consent of the other party. This provision is not intended to restrict the COUNTY from engaging personnel, as COUNTY deems reasonably advisable.
13. INDEPENDENT CONTRACTOR. While performing service hereunder, the COUNTY shall be an independent contractor and not an agent, officer, or employee of the DISTRICT.
12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
13. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Attachments included: None.
14. AUTHORITY. Each party has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.
15. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral Contracts between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

\section*{Attachment A}

\author{
END OF PAGE
}

SEE SIGNATURE PAGE BELOW

\section*{Attachment A}

\section*{SIGNATURE PAGE}

\section*{INDEPENDENT CONTRACTOR AGREEMENT}

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


Michael Tree PRINTED
\(\qquad\)
硅

Address: 110 Vernon Street
Santa Cruz, CA 95060
Telephone: 831-420-2501
Fax: \(\quad\) 831-426-6117
Email: mtree@scmtd.com
Approved as to Form


\section*{3. APPROVED AS TO INSURANCE:}

Risk Management
2. COUNTY OF SANTA CRUZ

By : \(\qquad\)

PRINTED
4. APPROVED AS TO FORM:

Office of the County Counsel

DATE: June 23, 2023
TO: Board of Directors
FROM: Wondimu Mengistu, Capital Planning and Grants Program Manager

\title{
SUBJECT: CONSIDER A RESOLUTION DESIGNATING THE CEO AS THE AUTHORIZED AGENT TO EXECUTE A MASTER AGREEMENT AND SUPPLEMENTAL AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM (TIRCP) FUNDING
}

\section*{I. RECOMMENDED ACTION}

That the Board adopt a resolution authorizing the CEO to execute a Master
Agreement and Supplemental Agreements with Caltrans for TIRCP funding.

\section*{II. SUMMARY}
- In January 2023, the Santa Cruz Metropolitan Transit District (METRO) staff applied for \$38,589,000 in California State Transportation Agency (CaISTA) TIRCP funds for the grant entitled, "Santa Cruz Zero Emission Intercity Transit Service Expansion Project."
- In April 2023, CaISTA announced METRO would receive \(\$ 38,589,000\) in TIRCP funding to purchase 24 zero-emission buses to expand service frequency on the heavily traversed Highways 1 and Highway 17 corridors while also redeveloping the Watsonville Transit Station and Pacific Station to include more than 180 mixed-use, affordable housing units and implement real time passenger information, bicycle amenities and other multimodal improvements.
- METRO must execute a Master Agreement with Caltrans, the agency responsible for administering TIRCP, as well as a Program Supplement to receive TIRCP funds for reimbursement of eligible Project expenses.
- Staff recommends that the Board of Directors approve the attached Resolution, authorizing the CEO to execute the Caltrans Master Agreement and Program Supplement for TIRCP funding.

\section*{III. DISCUSSION/BACKGROUND}

In January 2023, the Santa Cruz Metropolitan Transit District (METRO) staff applied for \(\$ 38,589,000\) in California State Transportation Agency (CaISTA) TIRCP funds for the grant entitled, "Santa Cruz Zero Emission Intercity Transit Service

\begin{abstract}
Expansion Project". In April 2023, CalSTA announced METRO would receive \(\$ 38,589,000\) in TIRCP funding to purchase 24 zero-emission buses to expand service frequency on the heavily traversed Highways 1 and Highway 17 corridors while also redeveloping the Watsonville Transit Station and Pacific Station to include more than 180 mixed-use, affordable housing units and implement real time passenger information, bicycle amenities and other multimodal
\end{abstract} improvements.

The project will reduce greenhouse gas emissions in the region by helping convert \(25 \%\) of METRO's fleet of compressed natural gas and diesel buses to zeroemission hydrogen buses within the next 24 months. The project also includes construction of a hydrogen fueling station that will support the full transition of METRO's 94-bus fleet to zero-emission technology by 2037, with enough capacity to support the zero-emission fueling needs of local partner agencies and others. In addition, the project supports expanded access to affordable housing integrated with improved transit access. METRO's Pacific Station will be redeveloped to include a 120-unit, mixed-use, affordable housing development with a bike hub and other multimodal improvements. The Watsonville Transit Center will transform to include a four-story, 60-unit, net-zero-energy affordable housing development, serving historically disadvantaged community members.

To receive TIRCP funds for reimbursement of eligible Project expenses, METRO must execute a Master Agreement with Caltrans, the agency responsible for administering the TIRCP, as well as a Program Supplement that is specific to the approved Project. This Agreement provides for the requirements necessary for administering and reimbursing State transit funds to local project sponsors to carry out the Project. Attachment A is a resolution authorizing METRO's CEO to execute these agreements with Caltrans (sample Master Agreement included as Attachment B) on behalf of the agency so that METRO can receive future reimbursements from the TIRCP program for Project-related expenses.

Once the CEO executes the Master Agreement and Program Supplement, METRO will be eligible to request funding allocations from the California Transportation Commission (CTC) for the TIRCP funds programmed by CaISTA. All TIRCP allocation requests must be approved by the CTC prior to local agencies incurring project expenditures eligible for reimbursement.

Staff recommends that the Board of Directors approve attached Resolution, authorizing the Executive Director to execute the Caltrans Master Agreement and Program Supplement for TIRCP funding.

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

The actions taken in this report tie to METRO's Financial Stability, Stewardship and Accountability.

\section*{V. FINANCIAL CONSIDERATIONSIIMPACT}

METRO must execute a Master Agreement and a Program Supplement with Caltrans in order to receive TIRCP funds for reimbursement of eligible Project expenses. METRO would receive \$38,589,000 in TIRCP funding to purchase 24 zero-emission buses to expand service frequency on the heavily traversed Highways 1 and Highway 17 corridors while also redeveloping the Watsonville Transit Station and Pacific Station to include more than 180 mixed-use, affordable housing units and implement real time passenger information, bicycle amenities and other multimodal improvements. The CaISTA award joins \(\$ 19.4\) million invested by METRO and \(\$ 5.76\) million in funding from the Greenhouse Gas Reduction Fund.

\section*{VI. CHANGES FROM COMMITTEE}

N/A

\section*{VII. ALTERNATIVES CONSIDERED}

Do not execute a Master Agreement and a Program Supplement with Caltrans. Staff does not recommend this alternative because METRO would lose critically needed revenue to meet California's clean energy mandates and support the full transition of METRO's 94-bus fleet to zero- emission technology by 2037.

\section*{VIII. ATTACHMENTS}

Attachment A: Resolution Authorizing the CEO to execute a Master Agreement and Supplemental Agreements with Caltrans for TIRCP funding

Attachment B: Master Agreement No. 64SCMTDMA

Prepared by: Wondimu Mengistu
Capital Planning and Grants Program Manager

Board of Directors
June 23, 2023
Page 4 of 4

\section*{IX. APPROVALS}

John Urgo, Planning and Development Director


Approved as to form: Julie Sherman, District Counsel


Approved as to fiscal impact: Chuck Farmer, Chief Financial Officer

Michael Tree, CEO/General Manager


\title{
BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
}

\author{
Resolution No. \\ \(\qquad\) On the Motion of Director: Duly Seconded by Director: \\ \(\qquad\) \\ The Following Resolution is Adopted: \\ \(\qquad\)
}

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING THE CEO/GENERAL MANAGER TO EXECUTE A MASTER AGREEMENT AND PROGRAM SUPPLEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF RECEIVING STATE TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDS

WHEREAS, in April 2023, the California State Transportation Agency (CaISTA)
programmed \(\$ 38,589,000\) in Transit and Intercity Rail Capital Program (TIRCP) funds to the Santa Cruz Metropolitan Transit District for the Santa Cruz Zero Emission Intercity Transit Service Expansion Project (Project); and

WHEREAS, the Project award authorized by CalSTA consists of the purchase of 24 zero-emission buses to expand service frequency on the heavily traversed Highways 1 and Highway 17 corridors while also redeveloping the Watsonville Transit Station and Pacific Station to include more than 180 mixed-use, affordable housing units and implement real time passenger information, bicycle amenities and other multimodal improvements; and

WHEREAS, substantial revisions were made to the programming and funding processes for the transportation projects programmed in the TIRCP, by Chapter 36 (SB 862) of the Statutes of 2014; and

WHEREAS, the statutes related to TIRCP-funded transit projects require a local agency to execute an agreement with the State of California through the California Department of Transportation (Caltrans) before it can be reimbursed for project expenditures; and

WHEREAS, Caltrans uses Master Agreements for TIRCP-funded transit projects, along with associated Program Supplements, for the purpose of administering and reimbursing State transit funds to local agencies; and

WHEREAS, Caltrans has requested a resolution from the governing board of METRO authorizing execution these agreements; and

WHEREAS, the Santa Cruz Metropolitan Transit District Board of Directors wishes to delegate the authority to execute these agreements and any amendments thereto to the CEO/ General Manager or his designee; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District hereby agrees to comply with all conditions and requirements set forth in the Master Agreement and applicable statutes, regulations, and guidelines for all TIRCPfunded projects; and

BE IT FURTHER RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District hereby designates Michael Tree, CEO/General Manager, or designee, as the Authorized Agent and authorizes him to execute the Caltrans Master Agreement, all Program Supplements, and any amendments thereto, with the California Department of Transportation, for projects funded through the TIRCP.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District this \(23^{\text {rd }}\) Day of June 2023 by the following vote:

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

\section*{APPROVED:}

Shebreh Kalantari-Johnson, Board Chair

\section*{ATTEST:}

Michael Tree, CEO/General Manager

\section*{APPROVED AS TO FORM:}

Julie Sherman, General Counsel

\title{
Califomia State Transportation Agency
}

\section*{Transit and Intercity Rail Capital Program}

\section*{Grant Recipient:}

\section*{Santa Cruz Metropolitan Transit District}

CaISTA Transit and Intercity Rail Capital Program Administered by:
Califomia Department of Transportation
Division of Rail and Mass Transportation
1120 N Street, Room 3300
P.O. Box 942874, MS-39

Sa cramento, Califomia 94274-0001

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\title{
STATE OF CALFORNIA DEPARTMENTOF TRANSPORIATION
}

Effective Date of this Agreement: July 1, 2023, or upon final signature, whic hever is later

Termination Date of this Agreement: July 1, 2033
Recipient: Santa Cruz Metropolitan Transit District
Application Funding: The Greenhouse Gas Reduction Fund and Senate Bill 1 Fund are the applicable funding source covered by this Agreement and will identified in each specific Program Supplement, adopting the terms of this Agreement.

\section*{RECITALS}
1. WHEREAS, The Global Warming Solutions Act of 2006 (the "ACT") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in Califomia. AB 32 requires Califo mia to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Govemor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for Califomia to reduce greenhouse gases from the tra nsportation sector to 80 percent below 1990 levels by 2050.
2. WHEREAS, the Cap-and-Trade Program is a key element in Califomia's climate plan. It creates a limit on the emissions from sources responsible for 85 percent of Califomia's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more effic ient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gasemissions.
3. WHEREAS, in 2012, the Legislature passed and Govemor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget a nd Fisc al Review Committee, Chapter 39, Sta tutes of 2012), that established the Greenhouse Gas Reduction Fund (GGRF) to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the

GGRF be used to facilitate the achievement of greenhouse gasemission reductions and further the purposes of AB 32.
4. WHEREAS, in 2017, the Legislature passed and Govemor Brown signed into law the Road Repair and Accountability Act of 2017 SB 1, which directed additional funding to the Transit and Intercity Rail Capital Program (TIRCP).
5. WHEREAS, TIRCP is one of several programs funded as part of the 20142015 State of Califomia Budget (Senate Bill 852 and Senate Bill 862), and implemented pursuant to Public Resources Code section 75220 et seq and Health and Safety Code section 39719 et seq.
6. WHEREAS, as directed by the ACT, CaISTA established TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TRCP Program.
7. WHEREAS, Recipient has submitted an applic ation, been evaluated and selected by CaISTA in accordance with the TIRCP Program Guidelines.
8. WHEREAS, on August 17, 2015, C aISTA delegated the administration of the TIRCP Program to the Department pursuant to the TRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.
9. NOW THEREFORE, in consideration of the recitals a nd the rights, duties and covenants set forth herein, and othergood and valuable consideration, the receipt and suffic iency of which are hereby acknowledged, the parties hereby agree to the following:
10. This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CAUFORNIA, acting by and through the Califomia Department of Transportation (hereinafter referred to as
DEPARTMENT), and subject to the approval of the Califomia State Transportation Agency (CalSTA).

\section*{ARIICLE I - DERNTIONS}

The terms defined in this Artic le I shall for all purposes of this Agreement have the meanings specified herein.

\section*{1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "ACT")} (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in Califomia.
1.2 "Agreement" shall mean this Agreement, inclusive of all appendic es and Program Supplements, whereby the Department, on behalf of CaISTA, and pursuant to the Act and as set forth herein, administers the TRCP Program.
1.3 "Award Agreement" shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.
1.4 "Califomia Department of Transportation" or "Caltrans" or "Department" means the State of Califomia, acting by and through its Department of Transportation of the State of the State of Califomia, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.
1.5 "Califomia Transportation Commission" or "CTC" shall refer to the commission esta blished in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).
1.6 "Effective Date" means the date set forth on page 4 of this Agreement.
1.7 "Greenhouse Gas Reduction Funds" or "GGRF" shall mean the funds subject to Chapter 26, Statutes of 2014, a uthorizing the State to fund capital improvements and operational investments for C a lifo mia's transit systems a nd intercity, commuter, and urban rail systems.
1.8 "Senate Bill 1" or "SB 1" shall mean the funds subject to Chapter 5, Statutes of 2017, a uthorizing the State to fund capital improvements and investments for Califomia's transit systems and intercity, commuter, and urban rail systems.

\section*{1.9 "Overall Funding Plan" has the meaning set forth in Article II, Section 2(A)(5)(c).}
1.10 "Program Guidelines" shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TRCP Projects established by CaISTA and provided in AppendixA.
1.11 "Program Supplement" shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumberfunding and shall include expected outcomes and deliverables. Also referred to asProject Supplement Agreement.
1.12 "Program Supplement Last Expenditure Date" and refers to the last date for Recipient to incur valid Project costs or credits.
1.13 "Program Supplement Termination" shall occur when the Recipient's obligations have been fully performed as set forth in Article II, Section 2D a nd Article III, Section 3(C)(2) or when terminated by convenience as set forth in Artic le III, Section 3(C)(1).
1.14 "Project" shall mean the project identified in Recipient's application.
1.15 "Project Closeout Report" shall have the meaning set forth in Article II, Section 3(B).
1.16 "Project Financial Plan" shall have the meaning set forth in Article II, Section 2(A)(5)(d).
1.17 "Progress Payment Invoice" shall have the meaning set forth in Article II, Section 3A.
1.18 "Project Schedule" has the meaning set forth in Article III, Section 2(A)(5)(b).
1.19 "Scope of Work" has the meaning set forth in Article II, Section 2(A)(5)(a).
1.20 "Secretary" shall mean the Secretary of the Califomia State Transportation Agency (CaISTA). Unless the context otherwise requires, a ny reference to the Secretary includes CaISTA and its officers and employees.
1.21 "State" shall mean the State of Califomia.
1.22 "TIRCP Projects" shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

\section*{ARIICLE II - TIRCP PROJ EC TS AND ADMINISTRATION}

\section*{Section 1. TIRCP Projects and Project Management}
1. TIRCP Projects, pursuant to the Act, are established by CaISTA in accordance with the TRCP Program Guidelines. Under delegation from CaISTA, the Department will administer the TRCP Program in accordance with the TRCP Program Guidelines and best management practicesidentified in the administration of similar Department grant programs.
2. By this reference, TRCP Program Guidelines are made an express part of this Agreement and shall apply to each TRCP Program funded Project as may be amended or updated. Recipient will cause its specific TRCP mandated Resolution to be attached as part of any TRCP funded Program Supplement as a condition precedent to the acceptance of GGRF or SB 1 Funds (upon a vailability and allocation), for such project.
3. All inquinies during the term of this Agreement and any applic able Program Supplement will be directed to the project representatives identified below:

State's Project Administrator.
Department of Transportation
Olivia Arant
Branch Chief
Capital Projects Central Branch
Phone: (916) 907-2225
Email: Olivia.Arant@DOT.ca.gov

Rec ipient's Project Administrator:
Santa Cruz Metropolitan Transit District Michael Tree
CEO/General Manager
Phone: (831) 420-2501
Mtree@scmtd.com

\section*{Section 2. Program Supplement}

\section*{A. General}
1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement hereinafter referred to as "Program Supplement," adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.
2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.
3. A financ ial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.
4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the tems and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.
5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TRCP Program Guidelines.
a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks a nd their estimated costs.
b. The Project Schedule shall include major ta sks and/or milestones and their associated beginning and ending dates and duration.
c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/orother funding sources, if any [these Components include Environmental and Permits; Plans, Specific ations and Estimates (PS\&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].
d. The Project Fina ncial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TRCP , including but not limited to G GRF a nd SB 1 Funds allocated for the Project Component.
6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be suffic ient to bind Recipient to these tems and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's goveming body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.
7. The estimated cost and scope of the Project will be as desc ribed in the applicable Program Supplement. The State shall not participate in any funding for the Project beyond those amounts a c tually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed, and approval is granted by the CTC asdescribed below.
8. Upon the stated expiration date of this Agreement, a ny Program Supplement executed under this Agreement for the Project with obligations yet to be completed pursuant to the approved Project Schedule, deliverables, and reporting requirements shall be deemed to extend the tem of this Agreement only to conform to the specific Project termination or completion date, including completion of deliverables and reporting requirements, contemplated by the applicable Program Supplement to allow that uncompleted Project to be administered under the extended tems and conditions of this Agreement.
9. Total project cost includes the cost of a project for all phases (Plans, Specific ations, and Estimates (PS\&E), Project Approval and Environmental Document (PA\&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

\section*{B. Project Ovemun}
1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:
a. Notify the designated State representative of the nature and projected extent of the ovemun and, within a reasonable period, thereafter, identify and quantify potential cost savings or other mea sures which Recipient will institute to bring the Project Budget into balance; and
b. Identify the source of additional Recipient or other third-party funds that can be made available to complete Project. Recipient agrees that the allocation of the GGRF and SB 1 funds is subject to the allocation proposed by the CaISTA, submitted by the State, a nd approved by the CTC.

\section*{C. Cost Savings and Project Completion}
1. Recipient is encouraged to evaluate design and construction altematives that would mitigate the costs of delivening the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In detemining cost savings, the Parties shall take into a c count all a voided costs, includ ing avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the sa vings in fina ncing costs a ssocia ted with such a voided costs.
2. If there is an identific ation and implementation of a ny CaISTA a pproved altemative resulting in reduction of the Project costs, the parties agree that the recipient shall provide a prorated share of Project or TIRCP funded Project component cost savings based on the overall project match to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's a pproval, sa vings may be used towards a nother project component or towards inc reasing project benefits that a re consistent with the original project a ward while mainta ining the overall project match referenced in the project a ward and program supplements.
3. Program supplements will indicate the Project or Component proration of funding match.
4. The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any cost inc reases. If either the Project or the funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

\section*{D. Scope of Work}
1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applic able provisions of the Act, Public Utilities Code, the Streets and Highways Code, the Govemment Code, and other applicable statutes and regulations.
2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project and its subsequent employment, operation, repa ir and maintenance for the benefit of the public. Rec ipient shall be solely responsible for complying with the funding and use restric tions established by (a) the statutes from which the GGRF and SB1 Funds a re derived, (b) the CTC, (c) the State Treasurer, (d) the Intemal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.
3. Recipient acknowledges and agrees that the Rec ipient is responsible for complying with all reporting requirements esta blished by the TIRCP Guidelines and Califomia Air Resource Board (CARB) Funding Guidelines.

\section*{E. Program Supplement Amendments}

Program Supplement amendments will be required whenever there are CaISTA or CTC approved actions, including but not limited to, Financial Allocations, Fina ncial Allocation Amendments, Time Extensions a nd Technic al C orrections. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

\section*{Section 3. Allowable Costs and Payments}

\section*{A. Allowable Costs a nd Progress Pa yment Invoice}
1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Pa yment Invoice for actual Project costs inc ured and paid for by Recipient consistent with the allocation and Scope of Work document in the Program Supplement and State shall pay those uncontested allowable costs once the invoice is reviewed and approved by the Department, subject to CaISTA's approval. If no costs were inc urred during any given quarter, Rec ipient is exempt from submitting a signed Progress Payment Invoice.
2. State shall not be required to reimburse more funds, cumulatively, per quarter of a ny fisc al year greater than the sums identified and included in the Project Financial Plan. The State shall hold the right to detemine reimbursement availability based on an a pproved expenditure plan and TRRCP antic ipated or
actual funding capacity. Each such invoice will report the total of Project expenditures from GGRF and SB 1 Funds (including those of Recipient and third parties) and will specify the percent of Sta te reimbursement requested and the G GRF and SB 1 Funds source.
B. Final Invoice

The Program Supplement Last Expenditure Dates(s) refer to the last date for Recipient to incurvalid Project costs or credits. Recipient has one hundred and eighty (180) days after that Last Expenditure Date to make already inc urred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Rec ipient expressly waives a ny right to a llowable reimbursements from Sta te pursuant to this Agreement for costs inc urred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth ( \(180^{\text {th }}\) ) day following the Project Last Expenditure Date.

\section*{ARIICLE III - GENERALPROVISIONS}

\section*{Section 1. Funding}
1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State orfederal funds), if any is specified within the Program Supplement or any appendices thereto, toward the a ctual cost of the Project or the a mount, if a ny, specified in any executed SB 2800 (Streets a nd Highways Code Section 164.53) Agreement for local match fund credit, whic hever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and a pproved by State aspart of a Program Supplement.

\section*{Section 2. Audits and Reports}

\section*{A. Cost Principles}
1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Princ iples for State a nd Local Govemment, and Audit Requirements for Federal Awards.
2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to follow 2 CFR 200 and which shall be used to detemine the allowability of individual Project cost items. Every sub-recipient receiving Project
funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.
3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 C FR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is a uthorized to intercept and withhold future payments due to Recipient from State or any thirdparty source whose funding passes through the State, inc luding but not limited to, the State Treasurer, the State Controller and the CTC.
4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State orfederal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully orpartially repay funds.

\section*{B. Record Retention}
1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subc ontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouc hers or invoices. All ac counting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the Califomia State Auditor, a nd auditors representing the federal govemment. Copies thereof will be fumished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its a gents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's extemal and intemal auditors may be relied upon and used by State when planning and conducting additional audits.
2. For the purpose of determining compliance with Title 21, Califomia Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Govemment Code section 8546.7, Recipient, Recipient's c ontractors and subcontractors, a nd State shall each ma inta in and make available for inspection all books, documents, papers, a ccounting records, a nd other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials ava ilable at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Rec ipient under any Program Supplement. State, the Califomia State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to a ny books, records, a nd documents that are pertinent to the Project for audits, exa minations, exc epts, and transactions, and Recipient shall fumish copies thereof if requested.
3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment applic ation forms, and other pertinent data and records by the State Fa ir Employment Practices and Housing Commission, or any other agency of the State of Califomia designated by State, for the purpose of any investigation to ascerta in compliance with this Agreement and the Act.

\section*{C. Reporting Requirements}
1. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.
2. TIRCP Progress Reporting shall be no more frequently than monthly a nd no less frequently than quarterly at the disc retion of the State and shall generally include the following information;
a. Ac tivities and progress made towards implementation of the project during the reporting period and activities antic ipated to take place in the next reporting period;
b. Identification of whether the Project is proceeding on schedule and within budget;
c. Identific ation of whether the Project Deliverables are proceeding on schedule.
d. Identific ation of changes to the Project funding plan, milestone schedule, or deliverables completion date;
e. Any actual or antic ipated problems which could lead to delays in schedule, inc reased costs or other diffic ulties for either the Project or other State funded projects impacted by the Project'sscope of work and the efforts or activities being underta ken to minimize impacts to schedule, cost, or deliverables;
3. CARB Reporting shall be no more frequently than monthly and no less frequently than semia nnually at the discretion of CARB and shall include the following information (subject to modification by CARB);
a. Identify metric a and benefits a chieved for disadvantaged communities, low-income communities, and/or low-income households;
b. continued reporting following project implementation to identify benefits a chieved.
c. Any and all other requirements instituted by CARB.
4. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:
a. Scope of completed Project ascompared to Programmed Project;
b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductionsover the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project cobenefits as well as an explanation of the methodology used to quantify the benefits.
c. Before and after photos documenting the project
d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TRRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and
e. The project duration ascompared to the project schedule in the project application.

\section*{Section 3. Special Requirements}
A. Califomia Transportation Commission Resolutions
1. Recipient shall adhere to applicable CTC policies on "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF and SB 1 Funds. These resolutions, and/or suc cessor resolutions in place at the time a Program Supplement is executed, shall be applic able to GGRF and SB 1 funds, respectively.
2. Recipient shall be bound to the terms and conditions of this Agreement, the Project applic ation conta ined in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 a nd/or their respec tive suc c essors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties a nd obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.
3. Recipient shall conform to a ny a nd all pemit and mitigation duties a ssocia ted with Project as well as all environmental obliga tions esta blished in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Rec ipient and/or the resp onsible party a nd without any further fina ncial c ontributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

\section*{B. Recipient Resolution}
1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached asAppendix B to this Agreement, which empowers Recipient to enter into this Agreement and which may also empower Recipient to enter into all subsequent Program Supplements a dopting the provisions of this Agreement.
2. If Recipient or State detemmines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the a uthorized designee is to act on behalf of the Recipient to bind Recipient with regard to the tems and conditions of any said Program Supplement or a mendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

\section*{C. Termination}
1. Termination Convenience by State
a. State reserves the right to temminate funding for a ny Program Supplement, subject to CaISTA approval, upon written notice to Recipient in the event that Recipient failsto proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is signific antly endangered.
b. No such temination shall become effective if, within thirty (30) days after receipt of a notice of temination, Recipient either cures the default involved or, if not rea sonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and timeline acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effec tive not less than thirty (30) days a fter receipt, specifying the reason for the temination, the extent to which funding of work under this Agreement is teminated and the date upon which such temination becomeseffective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.
c. Following a fund encumbrance made pursuant to a Program Supplement, if Rec ipient fails to expend GGRF or SB 1 monies within the time allowed specified in the Program Supplement, those funds may revert, and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specific ally made a vailable beyond the end of that Fisc al Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.
d. In the event State temminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its a uthorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any una voidable costs reasonably a nd necessa rily incurred up to and following that termination date by Recipient to effect such temination following receipt of that termination notice.
2. Temmination After Recipient's Obligations Fully Performed

Following project completion, and all obligations as defined in the TRRCP Guidelines, CARB Guidelines, and Program Supplement are fully performed, including Project completion of all deliverables and reporting, the Program Supplement shall be terminated. If the Project obligations are not fully performed, as defined under this section, the Recipient may be required to fully or partia lly repay funds.

\section*{D. Third Party Contracting}
1. Recipient shall not a ward a construction contract over \(\$ 10,000\) or other contracts over \(\$ 25,000\) [excluding professional service contracts of the type which are required to be procured in accordance with Govemment Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts a warded by Recipient, if intended aslocal match credit, must meet the requirements set forth in this Agreement regarding local match funds.
2. Any subcontract entered into by Recipient as a result of this Agreement shall conta in the provisions of ARTICLE III - G ENERAL PROVISIONS, Section 2.
Audits and Reports and shall mandate that travel and perdiem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incured and paid for by the subcontractors.
3. In addition to the above, the pre a ward requirements of third-party contractor/consultants with local transit a gencies should be consistent with Local Program Procedures (LPP-00-05).

\section*{E. Change in Funds and Terms/Amendments}

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

\section*{F. Project O wnership}
1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applic able, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrec ipient, as a pplic able, is obligated to continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation puposes for which Project was initially approved unless Recipient, or subrecipient, as applic able, ceases
ownership of such Project property; ceases to utilize the Project property for the intended public transportation puposes; or sells or transfers title to or control over Project and State is refunded the Credits due State as provided in paragraph (2) herein below.
2. Project right-of-way, Project facilities constructed or reconstructed on the Projectsite and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction ea sements and excess property whose proportionate resale proceedsare distributed pursuant to this Agreement) shall rema in permanently dedicated to the described public transit use in the same proportion and scope, a nd to the same extent asmandated in the Program Supplement, unless State a grees otherwise in writing. Vehicles a cquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedic ated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and a pplic able rules and guidelines, including a ny extensions of that life cycle a chievable by reconstruction, rehabilitation orenhancements. The exceptions to this section are outlined below:
a. Except as otherwise set forth in this Section, State, or a ny other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund orcredit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applic able, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or c ontrol over Project. If federal funds (mea ning only those federal funds received directly by Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.
b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.
c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purp oses of this Section, the State's funding partic ipation includes federal funds derived through orfrom State. That Ratio is to be applied to the then present fair market value of Project property a cquired or constructed as provided in (d) and (e) below.
d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as detemmined by State, of the Project property acquired or improved under this Agreement.
e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehic les will then also be subject to the identic al use restric tions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehic lescease to be used for that intended described pre-approved public transit purpose.
i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding partic ipation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.
ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) cea sed to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to a nother party (absent State approval for the continued transit operation of the Project by that suc cessor party under an assignment of Rec ipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrec ipient, a s a p plic able, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.
iii. To the extent that Recipient operates a nd mainta ins Intermodal Transfer Stations as a ny integral part of Project, Rec ipient shall ma inta in each station and all its a p purtenances, includ ing, but not limited to, restroom facilities, in good condition and repair in accordance with high sta nd ards of cleanliness (Public Utilities Code section 99317.8). Upon request of State, Rec ipient shall also a uthorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material
designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

\section*{G. Disputes}

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:
1. If the Parties are unable to reach agreement on any partic ular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:
a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute and shall refer to the specific provisions of this Agreement or Program Supplement that perta in to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.
b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.
c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent mana ger shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Sec retary of CaISTA for a final administrative determination.
H. Hold Ha mless and Indemnification
1. Neither State nor any offic er oremployee thereof shall be responsible for a ny damage or liability occuring by reason of a nything done oromitted to be done by Recipient, its a gents and contractors under or in connection with any work, a uthority, or jurisdic tion delegated to Rec ipient under this Agreement or a ny Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and a greed that, Rec ipient shall fully defend, indemnify and hold the CTC and State and their officers a nd employees harmless from any liability imposed for injury and damages or environmental obligations or duties a rising or created by reason of a nything done orimposed by operation of law or assumed by, oromitted to be done by Recipient under or in connection with any work, a uthority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.
2. Recipient shall indemnify, defend and hold hamless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

\section*{I. Labor Code Compliance}

Recipient shall include in all subcontracts a warded using Project funds, when applicable, a clause that requires each subcontractor to comply with Califomia Labor Code requirements that all workers employed on public works aspects of any project (as defined in Califomia LaborCode §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effec tive the date of Contract award by the Recipient.

\section*{J. Non-Disc rimination Clause}
1. In the performance of work under this Agreement, Recipient, its contra ctor(s) a nd all subc ontractors, shall not unla wfully disc riminate, ha rass or allow harassment against a ny employee or a pplic ant for employment because of sex, race, color, a ncestry, religious c reed, national origin, physic al disability, mental disability, medical condition, age, marital status, fa mily and medical care leave, pregnancy leave, and disability leave. Recipient, its contrac tor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applic ants for employment are free from such disc rimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fa ir Employment and Housing Act (Govemment Code section 12900 et seq.), and the applicable regulations promulgated thereunder (Califomia Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fa ir Employment and Housing Commission implementing

Govemment Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the Califomia Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labororganizations with which they have a collective bargaining or other agreements, as a ppropriate.
2. Each of the Recipient's contrac tors, subc ontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.
3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applic able federal funding agreement.
4. Recipient shall include the non-disc rimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.
5. The Recipient shall comply with the nondisc rimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effec tuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes-Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the tem "Contrac tor" appears therein, it shall mean the Recipient.
6. The Recipient shall permit, and shall require that its contrac tors, subcontractors, and subrecipients will pemit, access to all records of employment, employment advertisements, a pplic ation forms, and other pertinent data and records by the State Fair Employment Practic es and Housing Commission or any other agency of the State of Califomia designated by Department to investigate compliance with this Section J.
K. State Fire Marshal Building Sta ndardsCode

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire ala ms , a nd fire
extinguishment systems for any State-owned or State-occupied build ings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS\&E to ensure Project consistency with State fire protection standards.
L. Americ answith Disabilities Act

By signing this Master Agreement, Recipient assures State that Rec ipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applic able regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).
M. Access for Persons with Disabilities

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of build ings, structures, sidewalks, curbs and related facilities. Recipient will award no construc tion contract unless Recipient's plans a nd specific ations for such facilities conform to the provisions of sections 4450 and 4454 of the Califomia Govemment Code, if applicable. Further requirements and guidance are provided in Title 24 of the Califomia Code of Regulations.

\section*{N. Disabled Veterans Program Requirements}
1. Should Military and Veterans Code sections 999 et seq. be applic able to Recipient, Recipient will meet, or make good faith efforts to meet, the 3\% Disa bled Veterans Business Enterprises goals (or Rec ipient's a p plic able higher goals) in the award of every contract for Project work to be performed under these this Agreement.
2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to detemine whether these referenced code sectionsare applicable to Recipient and, if so, whethergood faith efforts asserted by those contractors of Recipient were suffic ient as outlined in Military and Veterans Code sections 999 et seq.

\section*{O. Environmental Process}

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expend itures of funds for any Project effort, except for feasibility or planning studies, which may have a signific ant effect on the environment unless such a request is accompanied with all a ppropriate
documentation of compliance with or exemption from the Califomia Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under Califomia Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter servic es on rail or highway rights-of-way already in use.

\section*{P. Force Majeure}

Each party will be excused from performance of its obligations where such nonperformance is caused by any extraordinary event beyond its rea sonable c ontrol, such as any non-a ppealable order, rule or regulation of any federal or state govemmental body, fire, flood, earthquake, stom, humic a ne or other na tural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is dec la red), civil war, rebellion, revolution, insurrection, military or usurped power or confisc ation, terrorist a c tivities, nationa lization, govemment sanction, blockage, embargo, la bor dispute, strike, lockout or intemuption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practic al time.

Should a force majeure event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to a mend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

\section*{ARIICLE IV - MISCELANEOUS PROVISIONS}

\section*{Section 1. Miscellaneous Provisions}

\section*{A. Successor Acts}

All statutes cited herein shall be deemed to include amendments to a nd suc cessor sta tutes to the cited sta tues a s they presently exist.

\section*{B. Successor and Assigns to the Parties}

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to a ny contract related to the Service for the provision of goodsand/or servicesto the contracting party in the ordinary course of business.

\section*{C. Notice}

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, retum receipt requested, to the addresses set forth below, or to such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:
State of Califomia
Department of Transportation
Division of Ra il a nd Mass Transportation
P.O. Box 942874

Sacramento, CA 994274-0001
Attention: Division of Ra il a nd Mass Transit TRCP Contract Manager, Ma il Stop 39
with a copy to:
Califomia State Transportation Agency
915 Capitol Mall Suite 350 B
Sacramento, CA 95814
If given to the Recipient:
Santa Cruz Metropolitan Tra nsit District
110 Vemon Street
Santa CruzCA 95060
Attention: Michael Tree, CEO/ General Manager

\section*{D. Amendment}

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, a nd approved in advance in writing by the Sec retary, and a ny attempt at oral modific ation of this Agreement shall be void and of no effect.
E. Representation a nd Wa rranties of the Parties
1. Recipient hereby represents and warrants to the Department that:
a. Recipient is in good standing under applicable law, with all requisite power and a uthority to camy on the activities for which it has been orga nized and proposed to be conducted pursuant to this Agreement.
b. Recipient has the requisite power and authority to execute and deliver this Agreement and to camy out its obligations hereunder. The execution
and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the goveming board of such entity and no other proceedings are necessary to a uthorize this Agreement or to consummate the transactions contemplated thereby. The Agreements have been duly and validly executed a nd delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their tems, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the disc retion of the court before which any proceeding therefore may be brought.
c. Neither the exec ution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any write, order, judgment, injunction, decrees, statute, rule or regulation of any court or govemmental authority a pplic able to such entity or its property or assets.
2. The Department does hereby represent and wa rant with respect to each provision of this Agreement to the Recipient that:
a. It validly exists with all requisite power a nd a uthority to camy on the activities proposed to be conducted pursuant to this Agreement.
b. It has the requisite power and authority to execute a nd deliver this Agreement and to camy out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The agreements have been duly and validly executed and delivered by it a nd constitute valid and binding obligations, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptc \(y\), insolvency, reorganization, moratorium or other laws now or hereina fter in effect relating to creditor's rights and other forms of equita ble relief, and may be subject to equitable defenses and to the disc retion of the court before which any proceeding therefore may be brought.
c. Neither the exec ution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the
transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which the Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, sta tute, rule or regulation of a ny court or govemmental authority a pplicable to such entity or its property or assets.

\section*{F. Construction, Number, Gender and Captions}

The Agreements have been executed in the State of Califomia and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/orgender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identific ation. Neither gender, number norcaptions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

\section*{G. Complete Agreement}

This Agreement, including Appendices, constitutes the full and complete a greement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A and Bare hereby incomorated and made an integral part of this Agreement by this reference.
H. Partial Invalidity

If any part of this Agreement is detemmined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

\section*{I. Conflicts}

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of a ny other agreement between the parties hereto, orbetween a party hereto and any other party, which is attached to this Agreement as an appendix, the prionity of a greements shall be employed to resolve such conflict. In the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

\section*{J. Counterparts}

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

\section*{K. Goveming Law}

The Agreement shall be govemed by and construed in accordance with the la ws of the State of Califomia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly a uthorized offic ers.

\section*{STATE OF CALFORNIA DEPARIMENTOF TRANSPORATION}

\section*{BY:}
W. Kyle Gradinger

Chief, Division of Rail and Mass
Transportation

\section*{DATE:}
\(\qquad\)

APPROVED AS TO FORM AND PROCEDURE
STATE OF CALFORNIA DEPARIMENTOF TRANSPORIATION

BY:

> Deputy Attomey

DATE:

\section*{APPENDIX A \\ TIRCP PROGRAM GUIDEUNES AND DEPARIMENTDELEGATION}

\section*{APPENDIX B \\ REC IPIENT'S RESOUTION \\ (INSERTAGENCY BOARD RESOLIION)}

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\title{
2022 TRANSIT AND \\ INTERCITY RAIL \\ CAPITAL PROGRAM
}

FINAL GUIDELINES
FOR GENERAL
FUND
AUGMENTATION

NOVEMBER 15, 2022


\section*{TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM}

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\section*{1 Authority and Purpose}

The Transit and Intercity Rail Capital Program (TIRCP) was created by Senate Bill (SB) 862 (Chapter 36, Statutes of 2014) and modified by SB 9 (Chapter 710, Statutes of 2015), to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems, to significantly reduce emissions of greenhouse gases, vehicle miles traveled, and congestion. The legislation of these bills is codified in Sections 75220 through 75225 of the Public Resources Code (PRC). Assembly Bill (AB) 398 (Chapter 135, Statutes of 2017) extended the Cap-and-Trade Program that supports the TIRCP from 2020 through 2030. SB 1 (Chapter 5, Statutes of 2017) continues to provide a historic funding increase for transportation with funds directed to the TIRCP from the Public Transportation Account for new programming in this cycle.

AB 180 amended the Budget Act of 2021 (Chapters 21, 69 and 240 of the Statutes of 2021) to appropriate \(\$ 3,630,000,000\) of General Fund to the Transit and Intercity Rail Capital Program and \(\$ 350,000,000\) of General Fund for High Priority Grade Crossing Improvement and Separation projects. These guidelines are specifically developed to facilitate the award of a portion of these funds to projects in an expeditious manner.

These guidelines are founded upon the describe the policy, standards, criteria, and procedures for the development, adoption, evaluation and administration of the TIRCP last updated for Cycle 5 (which made its project awards in July 2022), but are unique to this particular cycle of TIRCP funding. They will be further informed by input received through workshops, public comments and written responses to be received by early November.

AB 180 provided additional direction with regards to the funding appropriated in the Budget Act of 2021. It created specific categories for funding as follows:
A) \(\$ 1,831,500,000\) shall be for high-priority transit projects in Southern California, geographically inclusive of the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura, to deliver local and regional projects. At least \(\$ 900\) million of this amount shall be administered as a General Fund set-aside for an "Existing TIRCP Projects Leveraging Federal \& Local Funds Reserve" within Southern California, and shall be available for multi-year grants to support the delivery of capital projects that have previously received grants from the Transit and Intercity Rail Capital Program and that can demonstrate that a supplemental state grant would leverage or maintain an identified source of significant local or federal investment, including through the federal Capital Investment Grant Program, Expedited Project Delivery Program, or other such federal funding source.
B) \(\$ 1,498,500,000\) shall be for geographical areas outside of the Southern California counties identified above for investments in high-priority transit and rail infrastructure projects. At least \(\$ 900\) million of this amount shall be administered as a General Fund set-aside for an "Existing TIRCP Projects Leveraging Federal \& Local Funds Reserve", and shall be available for multi-year grants to support the delivery of capital projects that have previously received grants from the Transit and Intercity Rail Capital Program and that can demonstrate that a supplemental state grant would leverage or maintain an identified source of significant local or federal investment, including through the federal Capital Investment Grant Program, Expedited Project Delivery Program, or other such federal funding source.
C) The Transportation Agency shall amend its program guidelines for the Existing TIRCP Projects Leveraging Federal \& Local Funds Reserve to establish an application review and prioritization process that is separate and apart from the prioritization of program funds not set aside under this provision.
D) Up to \(\$ 150,000,000\) total across both regions shall be administered as a General Fund set-aside for a "Major Projects Project Development Reserve" and shall be available for multiyear grants to
support the delivery of capital projects and programs of projects that have entered or have applied to enter federal project development processes for at least a portion of the project or program of projects, and that expect to receive federal funding in the future once complete with project development. Contingent awards that provide the match necessary to leverage federal planning funds shall be encouraged. The Transportation Agency shall amend its program guidelines to establish an application review and prioritization process that is separate and apart from the prioritization of program funds not set aside under this provision.
E) \(\$ 100,000,000\) shall be administered as a General Fund set-aside for High-Priority Grade Crossing Improvement and Separation Projects. Such funds shall be available for multi-year grants to support the delivery of projects that maximize safety benefits and reduce or eliminate conflicts between road users and railroads, including those anticipated with future rail service growth. Such projects may benefit existing or proposed rail passenger services. Contingent awards that provide the match necessary to leverage federal funds shall be encouraged. The Transportation Agency shall amend its program guidelines to establish an application review and prioritization process that is separate and apart from the prioritization of program funds not set aside under this provision.

In addition, AB 180 appropriated \(\$ 250,000,000\) to the Department of Transportation for local assistance grade separation projects funded with resources from the General Fund. The Transportation Agency and the Department intend to select these projects through the guidelines developed for the HighPriority Grade Crossing Improvement and Separation projects addressed in these guidelines.

Finally, all funds not assigned to one of the set-aside categories identified above will be administered to new projects selected through the regular TIRCP process.

\section*{2 Background}

AB 32 (Chapter 488, Statutes of 2006), the Global Warming Solutions Act of 2006, AB 32 created a comprehensive program to reduce greenhouse gas emissions in California. AB 32 requires California to reduce greenhouse gas emissions to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. SB 32 (Chapter 249, Statutes of 2016) established a climate goal for California to reduce greenhouse gases to 40 percent below 1990 levels by 2030.

The Cap-and-Trade Program, a key element in California's Climate Change Scoping Plan, implements measure to achieve greenhouse gas reduction goals. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.

In 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Chapter 807, Statutes of 2012), SB 535 (Chapter 830, Statutes of 2012), and SB 1018 (Chapter 39, Statutes of 2012), that established the GGRF to receive the State's portions of proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. Subsequent legislation, AB 1550 (Chapter 369, Statutes of 2016), modified requirements for expenditures from the GGRF relative to disadvantaged communities and low-income communities and households. State law requires that expenditures from the GGRF be used to facilitate the achievement of greenhouse gas emission reductions. In addition, Transit and Intercity Rail Capital Program expenditures must comply with the requirements contained in SB 862 and SB 9, which provide statutory direction for the program.
In 2019 and 2020, Governor Newsom signed two executive orders-E.O. N-19-19 and E.O. N-79-20—both of empower CaISTA to leverage discretionary state transportation funds to reduce transportation-related Greenhouse Gas (GHG) emissions and to adapt to climate change. E.O. N-79-20 set a deadline of July 15, 2021 for CalSTA to identify specific near-term actions and investment strategies to combat and prepare for climate change, which resulted in the creation of the Climate Action Plan for Transportation Infrastructure
(CAPTI).
The Climate Action Plan for Transportation Infrastructure (CAPTI) was developed by CaISTA through a robust stakeholder engagement process and was adopted on July 12, 2021. CAPTI puts forth a set of guiding principles which serve as a framework for state discretionary transportation investment, and also includes a suite of implementation strategies and actions meant to align transportation infrastructure investments with the overall investment framework. TIRCP is closely linked to CAPTI and serves as a means by which to implement the higher-level policy developed in the plan. The TIRCP Guidelines include updates that work to implement actions listed in CAPTI, particularly Actions S2.1, S2.3, and S7.1. Together, these actions help TIRCP support California Integrated Travel Project (Cal-ITP) implementation, support deployment of ZEV fleets, and better support Pro-Housing policies.
- S2.1 Implement the California Integrated Travel Project (Cal-ITP):

Caltrans will provide transit providers an easier and less expensive process to implement contactless payment, benefit eligibility verification, and other services via Cal-ITP. Additionally, Caltrans will work to provide technical assistance and support to small and rural transit operators to implement these features in their service areas.
- S2.3 Accelerate TIRCP Cycles to Support Transit Recovery with Deployment of ZEV Transit/Rail Fleets and Transit/Rail Network Improvements:

In collaboration with CARB, CaISTA will develop a new Clean Fleet and Facilities Network Improvement project category in the TIRCP to provide additional support and funding to transit agencies needing to replace their aging vehicle fleets with ZEVs, while also working with local agencies to improve network efficiency and integration. Additionally, to support economic recovery efforts in the short term, the administration has supported increasing the TIRCP which will enable CaISTA to accelerate the 2022 funding cycle to allow for pursuing this new project category without undermining current investments. Additionally, CaISTA hopes to start guidelines development and the program call for projects earlier than past years and identify additional near-term cash flow that will expand funding opportunities. CaISTA will also offer expanded technical assistance prior to application to support agencies of every size throughout the state.
- S7.1 Leverage Transportation Investments to Incentivize Infill Housing Production:

CaISTA will work to use transportation funding to reduce VMT by incentivizing infill residential development and densities appropriate and feasible for each given community. Building upon the "Pro-Housing" Standard developed by the Department of Housing and Community Development (HCD), competitive funding programs will explore adopting incentives for local policies that tend to support location-efficient and mixed-use housing production, while considering the needs of rural, suburban, and urban jurisdictions and how appropriate policies may differ among those areas. Such local policies may include Housing Element compliance, by-right (nondiscretionary) approval processes for multifamily residential and mixed-use development, zoning to allow for residential and mixed-use developments in non-residential zones, reduced parking requirements for residential development, or expanded density bonuses that exceed state density bonus law, among other local policies. Initially, transportation programs with a statutory linkage or scoring criteria tied to land use efficiency or GHG reductions could adopt these incentives as competitive scoring criteria and enhanced guidance to facilitate interjurisdictional coordination between project proponents and local planning departments. Using the "Pro-Housing" Standard as a framework will allow for statewide applicability and ample flexibility in approaches to meet any new criteria

More information on CAPTI can be found at:
https://calsta.ca.gov/subject-areas/climate-action-plan

\section*{3 Objectives}

The TIRCP was created to fund transformative capital improvements that modernize California's intercity rail, bus (including feeder buses to intercity rail services, as well as vanpool and micro transit services that are eligible to report as public transit to the Federal Transit Administration), ferry, and rail transit systems (collectively referred to as transit services or systems inclusive of all aforementioned modes unless otherwise specified) to achieve all of the following policy objectives, as codified in Section 75220(a) of the PRC:
1. Reduce emissions of greenhouse gases
2. Expand and improve transit service to increase ridership
3. Integrate the rail service of the state's various rail operations, including integration with the high-speed rail system
4. Improve transitsafety

Additionally, Section 75221(c) of the PRC codifies a programmatic goal to provide at least 25 percent of available funding to projects that provide a direct, meaningful, and assured benefit to disadvantaged communities, consistent with the objectives of SB 535. AB 1550 provides further requirements related to ensuring investments meet the needs of priority populations, a term used to cover disadvantaged communities, low-income communities and low-income households. Investments made by TIRCP are expected to collectively meet or exceed the requirements in AB 1550.

Taken as a whole, the increases in transit system ridership, as well as the reduction in vehicle miles traveled, congestion and greenhouse gas emissions, will help deliver a healthier and safer transportation system. Investments are expected to position the state to lead in the deployment of cutting edge and zero emission technologies, test innovative strategies and new approaches to reducing transportation-related fatalities, provide important new capacity in corridors that support growth in jobs and housing, and to expand multimodal transportation access and options for all Californians across all regions of the state.

AB 180 identifies additional objectives for the General Fund resources, specifically in the three categories of set aside funding, as follows:
A) Existing TIRCP Projects Leveraging Federal and Local Funds Reserve: to support the delivery of capital projects that have previously received grants from the Transit and Intercity Rail Capital Program and that can demonstrate that a supplemental state grant would leverage or maintain an identified source of significant local or federal investment.
B) Major Projects Project Development Reserve: to support the delivery of capital projects and programs of projects that have entered or have applied to enter federal project development processes for at least a portion of the project or program of projects, and that expect to receive federal funding in the future once complete with project development. Contingent awards that provide the match necessary to leverage federal planning funds shall be encouraged.
C) High Priority Grade Crossing Improvement and Separation Projects: to support the delivery of projects that maximize safety benefits and reduce or eliminate conflicts between road users and railroads, including those anticipated with future rail service growth. Such projects may benefit existing or proposed rail passenger services. Contingent awards that provide the match necessary to leverage federal funds shall be encouraged. Additional detail on project objectives is provided in the addendum to the main guidelines.

\section*{4 Pre-Application and Post-Award Technical Assistance}

Caltrans, in collaboration with CaISTA, will offer expanded technical assistance prior to application to support agencies of every size throughout the state, including assistance in identifying critical elements to documenting increased ridership across the project and network it serves for agencies pursuing zero emission vehicle purchases. The Office of Planning and Operations Support in the Division of Rail and Mass Transit (DRMT) at Caltrans will also provide required ridership modeling assistance for any project benefiting or impacting the intercity rail system.

Once awards are publicly announced, DRMT's Office of Project Development, Management and Delivery will lead implementation and grant management of the selected projects, with assistance from the Office of Planning and Operations Support to ensure alignment of project scope with the project award and the Caltrans Office of Race and Equity to ensure integration of efforts to deliver Priority Population benefits into the approved project scope and programming documents.

\section*{5 Funding}

The TIRCP receives a portion of the Transportation Improvement Fee revenues established by SB 1 and a continuous appropriation of 10 percent from the quarterly Cap-and-Trade auction proceeds deposited in the GGRF, plus any annual budget allocations provided by enacted budget bills.

The TIRCP funds available for this General Fund cycle are already available for award, encumbrance and liquidation, and are expected to be fully encumbered and liquidated by June 30,2027 . These funds are regionally subdivided, with minimum distribution requirements, as noted in Section 1 (Authority and Purpose) and where all funds not assigned to one of the set-aside categories will be awarded to new projects selected through the regular TIRCP process. The following non-binding target ranges reflect the broad range that is possible and should be assumed by applicants:
A) Southern California, inclusive of the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura:
a. Existing TIRCP Projects Leveraging Federal and Local Funds Reserve: \(\$ 900\) million to \$1.35 billion
b. Major Projects Project Development Reserve: up to \(\$ 150\) million
c. High Priority Grade Crossing Improvement and Separation Projects: \(\$ 140\) million to \(\$ 280\) million
d. New Projects: \(\$ 331.5\) million to \(\$ 931.5\) million
B) Rest of the State:
a. Existing TIRCP Projects Leveraging Federal and Local Funds Reserve: \(\$ 900\) million to \(\$ 1.20\) billion
b. Major Projects Project Development Reserve: up to \(\$ 150\) million
c. High Priority Grade Crossing Improvement and Separation Projects: \(\$ 70\) million to \(\$ 210\) million
d. New Projects: \(\$ 148.5\) million to \(\$ 598.5\) million

As provided in statute, CaISTA may revise its approved Program of Projects and/or Program Allocation Plan as necessary, including deletion or delay of projects based on a shortfall of funding or lack of project progress. The Program Allocation Plan will reflect planned multi-year funding amounts for any projects or
project elements expected to receive their funding over more than one year, and may be adjusted at any time to address project or program needs and to align allocations with revenues.

\section*{6 Schedule}

\section*{2022 Cycle 6 Draft Guidelines Schedule}

Release Draft 2022 Cycle 6 Guidelines
Guidelines Workshops (Virtual)
Workshop 1 (focused on large applicants)
Workshop 2 (focused on rural and small applicants)
Closing Date for Comments on Draft Guidelines *
CalSTA Publishes 2022 Cycle 6 Guidelines
Call for Projects
Existing Projects Preliminary Information Submittal
Optional, time-limited, focused virtual meetings for applicants to
discuss project concepts and quantifications (will be scheduled by
request; does not apply to existing project applicants)
Transmission of Follow-Up Questions to Existing Projects
Applicants
Answers to Follow-Up Questions Due from Existing Project
Applicants
Anticipated Announcement of Existing Project Awards

Project Applications Due

CaISTA Anticipated Award Announcement
*Comments can be submitted to: tircpcomments@dot.ca.gov

Nov 3, 2022
Nov 4, 2022
Nov 7, 2022
November 15, 2022
November 15, 2022
December 6, 2022
December 12-16, 2021

December 20, 2022

January 13, 2023
January 31, 2023

February 10, 2023
September 30, 2022

April 24, 2023

\section*{7 Eligible Applicants}

Eligible applicants must be public agencies, including joint powers agencies, that operate or have planning responsibility for existing or planned regularly scheduled intercity or commuter passenger rail service (and associated feeder bus service to intercity rail services), urban rail transit service, or bus or ferry transit service (including commuter bus, vanpool, and micro transit services). Public agencies include local municipalities that operate transit service, construction authorities, transportation authorities, and other similar public entities created by statute.

An applicant assumes responsibility and accountability for the use and expenditure of allocated funds. Applicants must comply with all relevant federal and state laws, regulations, policies, and procedures. Private companies may partner with eligible applicants to propose and deliver projects.

For High Priority Grade Crossing Improvement and Separation Projects, detail on eligible applicants is provided in the addendum to the main guidelines.

For Existing TIRCP Projects Leveraging Federal and Local Funds, applicants must be the same as those that submitted the original application.

\section*{8 Eligible Projects}

Eligible applicants may submit project applications individually or as part of a joint application. In order to be eligible for funding under this program, a project must demonstrate that it will achieve a reduction in greenhouse gas emissions using the CARB quantification methodology.

As codified in Section 75221(a) of the PRC, projects eligible for funding under the program include, but are not limited to, the following:
1. Rail capital projects, including intercity rail, commuter rail, light rail, and other fixed guideway projects. Additionally, the acquisition of rail cars and locomotives, and the facilities to supportthem, that expand, enhance, and/or improve existing rail systems and connectivity to existing and future transit systems, including the high-speed rail system.
2. Intercity, commuter, and urban rail projects that increase service levels, improve reliability, or decrease travel times, infrastructure access payments to host railroads in lieu of capital investments, efforts to improve existing rail service effectiveness with a focus on improved operating agreements, schedules, and minor capital investments that are expected to generate increased ridership, as well as larger scale projects designed to achieve significantly larger benefits.
3. Rail, bus, and ferry integration implementation, including:
a. integrated ticketing and scheduling systems and related software/hardware capital investments (including, but not limited to, integration with bus or ferry operators and the use of contactless payment and General Transit Feed Specification (GTFS) implementation through Cal-ITP)
b. projects enabling or enhancing shared-use corridors (both multi-operator passenger only corridors as well as passenger-freight corridors)
c. related planning efforts focused on, but not limited to, delivery of integrated service not requiring major capital investment
d. other multimodal and service integration initiatives
4. Bus rapid transit and other bus and ferry transit investments (including autonomous fixed guideway, vanpool, and micro transitservices operated as public transit and first-/last-mile solutions), and to increase ridership and reduce greenhouse gas emissions. This includes large scale deployment of zero emission vehicles and the technologies to support them, and capital investments as a component implementing transit effectiveness studies that will contribute to restructured and enhancedservice.

CaISTA intends to fund a small number of transformative projects that will significantly reduce vehicle miles traveled, congestion, and greenhouse gas emissions by: (1) creating a new transit system (2) increasing the capacity of an existing transit system, or (3) otherwise significantly increasing the ridership of a transit system. Significant change will be measured both in percentage terms (percent increase compared to the existing system or corridor) and in total quantity terms (increase in number of riders and passenger miles per day). Benefits from the proposed project may accrue from ridership generated on more than one transit system or corridor due to integration, and such benefits may be counted as long as the connected system or corridor has sufficient capacity to carry the increased passenger demand.

Projects related to mitigating the impacts on freight rail services that are caused by growth in passenger rail may also be eligible for TIRCP funding even if they are not directly on the passenger rail corridor. However, they should be included in an application for a project that increases passenger rail ridership.

The awarded projects may include, for example, both lower-cost projects focused on integration, reliability and enhancement of service, and higher-cost capital expansion projects. In addition, CaISTA seeks projects that link housing with key destinations and that improve accessibility to economic opportunities. CalSTA may also make some funding available for demonstration projects that are smaller-scale efforts with great potential to be expanded. Projects may include new approaches to attracting increased ridership such as smart phone mobile ticketing, contactless payment, or other software and hardware solutions to reduce ticketing transaction costs, or a test of a concept related to integrated ticketing, as well as intercity rail/transit effectiveness or operational planning as a component of the capital investments in improved, expanded and/or restructured service designed to cost-effectively increase ridership. Research, development

\section*{Attachment B}
and testing of emerging technologies are eligible components of project applications.
Clean fleet, facility and network improvement projects that support agencies replacing aging vehicle fleets with Zero Emission Vehicles (ZEVs), and associated fueling or charging infrastructure or facility modifications, may also be eligible for TIRCP funding even if not increasing the number of vehicles in the transit agency fleet. Such projects will generally qualify through various efforts that (1) improve network efficiency with transit priority investments that allow savings in vehicle hours operated to be redeployed into increased service on the same or other routes, (2) implement improvements to payments systems that are designed to increase ridership, including implementation of contactless open payment, traveler information through GTFS-Real Time (GTFS-RT), and other services available through Cal-ITP, and/or (3) improve integration with other corridors and/or operators through service restructuring designed to increase network ridership. Smaller and/or rural agencies that may have difficulty transitioning to electrified fleets without additional support are encouraged to apply and seek technical assistance during the consultation periods highlighted in the project schedule, recognizing that many such agencies have not previously applied to the program. ZEV leases are eligible for TIRCP funding, but benefits modeled must match the duration of the lease.

Addressing the integration of rail and transit referenced in the TIRCP objectives and described in the eligible projects will require attention to network integration amongst rail and transit services. Improving integration will improve connectivity and the seamlessness of the travel experience for users by eliminating points of friction during a public transportation journey, and as a result increase ridership across multiple corridors and/or systems. These points of friction come in many forms, including but not limited to a lack of universal GTFS trip-planning information, poor service design and uncoordinated schedules, incompatible fare and ticketing policies and systems between agencies, and unsafe and inconvenient physical connections between modes. Examples of types of network integration projects include:
- Contactless open payment systems and real-time traveler information through GTFS to improve system integration and rider connectivity
- Coordinated schedule and timetable planning between agencies to reduce transfer wait times and improve the seamlessness of the travel experience, and the capital projects necessary to improve such coordination and operations;
- Integrated station design to accommodate existing and planned services and their service expansions, and capital projects necessary to invest in hubs at suchstations;
- Planning to determine opportunities to co-locate maintenance and yard facilities, as needed, and capital projects to invest in such facilities;
- Service and infrastructure needs analysis to determine the feasibility of new or expanded systems that better integrate service, and the capital investment necessary to implement such services;
- Station area and transit facility improvements to facilitate better land uses and access by active or shared mobility modes, as well as to enhance customer safety and comfort.

Network integration and system development planning can be components in the application with their own scope, schedule and budget, but they must relate to the overall capital project being proposed (including identifying ways to improve the benefits realized by the project upon implementation or through identifying additional capital investments that could be funded in later phases to enhance network and system benefits). Where relevant, it should demonstrate support of the integration demonstrated in the vision laid out in the 2018 California State Rail Plan. CaISTA may elect to include network integration technical assistance and/or additional funding as part of a TIRCP award if it is determined that there is a need not adequately addressed by the applicant, especially if integration can be improved with regards to adjacent state-funded capital projects or state-funded rail operations. CaISTA and Caltrans may provide technical assistance to ensure that TIRCP program and statewide goals and priorities are being addressed through the work.

\section*{Attachment B}

Applicants may apply for funding for multiple projects in a cycle in each of the funding categories. Prioritizing projects across funding categories is not required. However, an applicant submitting multiple project applications for a single category must clearly prioritize its project applications. Applicants are also encouraged to identify phases or priorities within each project application, if applicable, so that available resources may be awarded to a phase or priority if the full project cannot be funded. Many applicants have found it more helpful to submit a single application that describes a programmatic set of inter-related projects rather than submitting multiple applications. Phasing and priority-setting within such a programmatic application can then be clearly identified, but the narrative describing the goals and outcomes can be shared.

Applicants submitting a high-dollar, single application with no scalability or separable project elements may increase the risk of having an uncompetitive project application. At the same time, applicants are advised to submit projects that are scalable where practical. In the event that available program resources expand or contract prior to the completion of the programming cycle, CaISTA may revise the funding available for the programming cycle.

There is not a set limit on the amount of funding that a project can be awarded, but geographic equity requirements for the program plays a practical role in limiting the amount a given applicant and project could expect. Geographic equity is considered within each cycle of funding, as well as with consideration given to the degree to which the geography in question has been underrepresented in past cycles.

While there is no minimum match requirement for this funding source, funding leverage is desirable and will be considered in the evaluation of expected project benefits. In particular, emphasis will be placed on projects that:
- Leverage funding from other GGRF programs such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities and Transformative Climate Communities Programs, or CARB's Low Carbon Transportation funding program (including the Hybrid and Zero-Emission Truck and Bus Voucher Program (HVIP))
- Leverage funding from SB1 sources (including formula program sources)
- Leverage funding from other federal, state, local, regional, or private sources (including potential local transportation funding measures, as further detailed in Section 12)

Consideration will be given as to those sources that are discretionary (including competitive and noncompetitive funding sources) compared to those that are non-discretionary. A recipient of money under the program may combine funding from the program with other state funding (if allowed), including, but not limited to, the State Transportation Improvement Program, the Low Carbon Transit Operations Program, clean vehicle programs, and state transportation bond funds.

If a project is awarded funds, all funds identified as committed to the project may be required as a funding match at the time of project selection and, based on the matching percentage identified at the time of selection, a pro-rata reimbursement agreement (or other suitable agreement) may be established to ensure project savings are returned proportionally. Project completion savings are returned proportionally except when an agency has committed additional funds to the project to fund a cost increase. In such instances, savings at project completion may be returned to other fund types first, until proportions match those at programming. If capital assets are removed from service before the end of their useful life, pro-rata repayment of grant funds may be required.
Redeployment of capital assets to achieve similar, or greater, benefits more effectively may be permitted, but must be documented (with documentation including a detailed justification of the requested redeployment) by the grantee and approved in advance by CalSTA. For example, once a project is operational, and after monitoring service performance and determining that it was not performing as expected, redeploying bus service to achieve greater greenhouse gas reductions or better serve priority populations based on current needs may be permitted.

If an implementing agency receives funding for a project that is to be completed with other funds (for
example, a project which receives funds for plans, specifications, and estimates from the TIRCP but which will receive local measure funding for construction), that agency is required to complete the project as proposed and approved. If the project is not completed and put into service as awarded, the agency may be required to fully or partially repay funds from the TIRCP commensurate with the failure to complete the project and deliver anticipated reductions in greenhouse gas emissions.

If a project application was only partially awarded in a previous cycle, applicants may request additional funds for the unawarded components in a future funding cycle. However, applicants may not request additional funds for the same previously awarded project components based on cost escalation or loss of a matching funding source. Such projects may reapply in a future cycle with a revised financial plan, but are subject to new ratings relevant to the current application cycle, and may or may not succeed in receiving a funding award.
Prior to the project application due date, CaISTA invites interested eligible applicants to optional meetings (as outlined in the calendar section of the document) to discuss proposed project concepts and quantifications, in order to clarify program requirements.
For Existing TIRCP Projects Leveraging Federal and Local Funds, applicants must submit already awarded projects (from Cycles 1 to 4) that can demonstrate that a supplemental state grant would leverage or maintain an identified source of significant local or federal investment. Maintaining funding includes, but is not limited to, seeking funding for projects that are under construction that could lose access to, or be required to repay, committed federal funds unless additional non-federal funds are identified. Maintaining funding also includes retaining access to local funds committed to a portion of the project that is not yet fully funded. Leveraging funding includes seeking funding for projects that need additional state funds in order to successfully receive a future federal or local funding commitment, and includes leveraging federal or local funds that were committed to the project budget above the funding level committed to in the original TIRCP application after project award.
For the Major Projects Project Development Reserve, projects must be seeking to enter or already have entered a federal project development program, such as the Capital Investment Grant Program at the Federal Transit Administration or the Corridor Development Program at the Federal Railroad Administration.

For High Priority Grade Crossing Improvement and Separation Projects, detail on eligible projects is provided in the addendum to the main guidelines.

\section*{9 Project Applications}

Applications must be submitted in accordance with the Call for Projects.
Applications will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

Each project application must include a signed cover letter, with signature authorizing and approving the application.

The project application shall include:
1. Project title, which should be a brief non-technical description of the project type, scope, and location.
2. Project priority (if agency is submitting multiple applications). Explain the prioritization, including any state, regional or local planning efforts that support the ranking.
3. Project purpose and need.
4. Project scope.
5. Project Location - provide a map for each of the following:
A. Project location denoting the project site. Provide a KML file for the project with the transit route/project location represented by lines and stops represented by points as applicable.

Project location denoting disadvantaged communities, low-income communities, and/or low-income households that will benefit from the project (Attachment 1, CCI Funding Guidelines).
B. Greenhouse gas reducing features such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. If available, consider including the following information on maps related to the project, as these will help in evaluating many of the secondary evaluation criteria:
- Land use diversity/mix of land uses specified on the map
- In addition to showing where housing exists, provide information on housing density and planned/zoned/permitted/etc. housing density;
- In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment land uses.
- Current neighborhood walkability (e.g., see Affordable Housing and Sustainable Communities Program (AHSC) guidelines for sources of walkability data);
- Planned and existing active transportation infrastructure (what currently exists, what is planned, and what would be funded by the project)
6. Project costs.

Documentation of the basis for the costs, benefits and schedules must be cited in the project application and additional detail made available upon request. The application should identify:
A. Cost estimates escalated to the year of proposed delivery. Only cost estimates approved by the Chief Executive Officer or other authorized officer of the implementing agency should be used.
B. The amount and source of funds committed to the project (including funding for initial operating costs). A funding commitment is defined in Section 12 of this document.
C. The amount of TIRCP funds requested. TIRCP funds cannot be used to supplant other committed funds.
D. If applying for Network Integration as a separate component, please specifically indicate the costs.
7. Project schedule including benefits reporting, the project's current status and the completion dates of all major delivery milestones.
8. Project benefits:
A. A clear demonstration of the expected GHG reduction benefits, other co-benefits, and the proposed metrics for tracking and reporting on those benefits consistent with the CARB's Funding Guidelines, as described in Attachments 1-3.
B. The description of project benefits that address all Primary and Secondary Evaluation Criteria listed below under Project Selection Process (Section 10), indicating that a category is not applicable, or no benefits are expected when that is the case.
C. An estimate of the useful life of the project for the dominant project asset type (can be separated by project category or phase if elements of the project have independent utility and could be separately funded or placed in service).
D. When investment of TIRCP is proposed to improve private infrastructure, an assessment of public and private benefits to show that the share of public benefit is commensurate with the share of public funding.
E. If a project will be applying for funding from other greenhouse gas reduction programs (such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities Program or the CARB's Low Carbon Transportation funding program (including HVIP)) or from the Commission's Active Transportation or other
program, an indication if there are separable elements that will be funded from those other sources and the applicant must clearly explain any change to the benefits of the project if the funding from that source is not awarded to the project.
F. Identify and include as an attachment all studies or planning documents relevant to the proposed project.
G. If applying for Network Integration, specifically indicate the benefits and how the network integration work will enhance the overall project benefits.
H. A discussion of the proposed project's impact, both favorable and unfavorable, on other transit services and projects planned or underway within the corridor, including intercity rail, transit or high-speed rail services in a parallel or connecting corridor. Impacted plans should be clearly identified, and corresponding planning documents should be included as an attachment. If ridership of the other services is expected to be positively or negatively impacted by the proposed project, evidence of how the other services are to be impacted should be included in the application, including evidence of coordination with the other service providers and an estimate of multi-operator impacts where available. Project impacts that increase ridership on other services through increased transfers of passengers may be reflected in the quantification of GHG benefits only if the project also documents the ability of the connected corridor to provide capacity sufficient to accommodate the riders. If additional service must be operated by the adjoining operator, the operation of such service must be included in the calculation of emissions related to the project. If an agency recognizes value in additional efforts to integrate services with other transportation providers or enhance station access (including by active transportation) during the post-award period (and prior to the beginning of service resulting from the project), a specific task and budget for the proposed activities should be included in the project application. During application review, if additional efforts are evaluated as necessary in order to successfully address integration with other projects, systems or corridors, CaISTA may propose an additional task and assign additional funding to pursue such integration above and beyond what is requested in the project application, with the scope agreed to during development of the agreements necessary to allocate funding to the selected project. Projects expecting to have the impacts described in this section are strongly encouraged to make use of the optional pre-application technical assistance meetings described in Section 4 and on the schedule on Section 5.
9. If applicable, an explanation of how some or all of the project provides direct, meaningful, and assured benefits to a disadvantaged community, low income communities or low-income households as defined by SB 535 and AB 1550, including reducing administrative burdens - particularly those associated with eligibility verification across services. Identify a need of that community, including how the need was established to identify the portion of the project, if any, that is located within a disadvantaged community or low-income community and that addresses the need (see Section 10.3 and Attachment 1).
A. If an agency plans to engage in additional efforts to consult with disadvantaged or low-income stakeholders during the post-award period (and prior to the beginning of service resulting from the project), a specific task and budget for the proposed activities should be included in the project application. Such efforts may include plans for service implementation of the specific project, addressing station access issues specific to the stakeholders, as well as developing proposals for service changes and capital investments that may be funded through future capital or operating funds or through project cost savings. Activities that address community engagement may include, but are not limited to, public workshops/meetings, door-to-door canvassing, house meetings, established website and/or social media efforts, surveys, focus groups, subcontracts with community-based organizations to conduct outreach, allocation of staff or contractor positions focused on community engagement, and advisory bodies or other shared decision-making bodies.
B. The general scope of the proposed effort should be submitted in draft form, but revision and
development of additional detail prior to allocation of TIRCP funding for these activities may be requested by CaISTA in order to increase the benefits of the effort. During application review, if additional efforts are seen as necessary in order to successfully address the needs of disadvantaged or low income stakeholders, CaISTA may propose an additional task and potentially assign additional funding to pursue such consultations above and beyond what is requested in the project application, with the scope agreed to during development of the agreements necessary to implement the selected project.
10. If applicable, an explanation of how the project will provide employment and workforce development and training benefits to the community, particularly to priority populations. This explanation should be accompanied by a Community Workforce Agreement, Project Labor Agreement, or some other agreement made between the applying agency and unions, community-based organizations, or other partners. If such activities are being conducted as part of the project, budget and scope elements should reflect the level of effort anticipated.
11. Address the ability to gather and analyze new datasets for public use and benefit as an outcome of the project.
12. Description of funding sources and approach to ensuring ongoing operating and maintenance costs of the project are funded through the useful life of the project (as applicable).
13. Description of how the project will assist in meeting the California Minimum GTFS Guidelines, and address any identified assessment deficiencies, if applicable. The guidelines may be found at:
https://dot.ca.gov/cal-itp/california-minimum-general-transit-feed-specification-gtfsguidelines.
14. Each application must include an Electronic Project Programming Request (ePPR) Form that can be generated at https://calsmart.dot.ca.gov and choosing 'Other' funds option on the general information page. A users guide for generating the ePPR can be found at: https://dot.ca.gov/-/media/dot-media/programs/financial-programming/documents/eppr-instructions-v101-a11y.pdf For further helps with ePPRs, please email: eppr@dot.ca.gov.
A. Each Project Programming Request must list Federal, State, and local funding categories by fiscal year. All applicants must demonstrate the ability to absorb any cost overruns and deliver the proposed project with no additional funding from this program beyond that provided in initial grant or cooperative agreement, and to fund initial operating costs. If the project is a scope addition to a project programmed in an earlier TIRCP cycle the revised PPR must not show supplanting of previously committed non-TIRCP funds.
B. An eligible applicant may submit an application to fund a project over multiple fiscal years. The cost of each project component must be listed in the state fiscal year in which the particular project component needs to receive a Commission TIRCP allocation. For environmental studies and permits, costs should be listed in the fiscal year during which environmental studies will begin. Costs for the preparation of plans, specifications and estimates should be listed in the fiscal year during which this work will begin. Right of way costs should be listed in the fiscal year(s) during which each right of way acquisition (including utility relocation) contract will first be executed. Construction costs should be programmed in the fiscal year during which each construction contract needs to receive a Commission TIRCP allocation to be advertised, and if an agency can receive TIRCP construction reimbursements over multiple fiscal years to fund a contract of extended duration, the application should list the amounts by fiscal year over which construction funding is required to meet expected contract requirements.
C. If a project is expected to require multiple contracts for any stage of project development
(often the case for multi-component projects), each contract should be listed separately with its respective funding requirements (to the extent known at the time of application), so that Commission TIRCP allocations may be sought in the programming year close to the specific contract need and funding allocations are put to timely use. If not known at the time of application, this information will be sought prior to Commission allocation so that the project and its various components can be properly programmed in the CaISTA Program Allocation Plan.
D. Applicants are encouraged to submit a narrative explanation or supplement to the PPR to reflect the proposed contracting approach and describing the ability of the project to receive funds on alternative allocation schedules. If a project has a special cash flow consideration that would benefit from TIRCP funds being available at a particular time, please describe this in the application.
E. Applicant must disclose if they're an FTA federal grantee or not, and are encouraged to include any FTA funding used as match if they are.
F. Finally, if a project is only requesting funds for a particular phase of the proposed project, such as a construction contract expected to be awarded in a specific year of the program, identify the prior phases and the funding associated with them.
15. Letters of support for project implementation, including letters from:
A. Project partners essential to project implementation, such as host railroads or facility owners. If TIRCP funds are to be used at a later stage of project implementation (such as construction), and an agency is able to commit to delivering the project goals with no additional TIRCP funding (supplementing, if necessary, from non-TIRCP sources), letters of support may indicate overall support for the project as described in the application and willingness to engage in best efforts to achieve a formal agreement for the construction elements of the project that will still require a future stakeholder agreement. Commission allocation of awarded TIRCP funding for such future construction will be conditioned on such agreements being finalized and the project being implemented in a manner consistent with the original application.
B. A Metropolitan Planning Organization (MPO), indicating that the project is consistent with an adopted Sustainable Communities Strategy, or in non-MPO regions, a regional plan to reduce GHG emissions and/or vehicle miles travelled (VMT). (It is not necessary to establish project eligibility for an MPO to indicate its specific support for the project.)
C. Regional agency or agencies.
D. Members of the community, including representatives of impacted disadvantaged or lowincome communities. Letters from community organizations stating their recognition of benefits from the project are encouraged.
E. Additional stakeholders relevant to the proposed project.
16. Description of project elements that are separable or scalable based on available funding, if applicable, while still maintaining independent utility. For example, if an application is for improving services on three routes, each route may be separately described and prioritized so that the highest-priority portion of the application could be funded if resources are not sufficient for full project funding. If some or all of the project is already programmed using state or federal funds, the application must clearly explain if and how the scope of the project has changed since the most recent state or federal programming action, including an explanation of any differences in assumed federal funding level compared to the most recent Capital Investment Grant report or summary (if applicable). If the project is not scalable or separable, the applicant should provide background detailing why it is not practical for it to be phased or scaled.
Documentation of the basis for the costs, benefits, and schedules must be included in the project application and additional detail made available upon request. CalSTA will post basic project application information from all applications on its website prior to awarding funding. After projects are selected, CalSTA will post the
status of all project applications to its website.
CaISTA encourages project applicants to carefully consider how to track the status and benefits of the proposed project, including having project budgets that allow for an appropriate level of before and after data collection and analysis (e.g., greenhouse gas reductions, diesel particulate matter reductions, increased transit service for disadvantaged community residents, etc.). This tracking could take the form of customer surveys made before and after the proposed project, specific data analysis before and after the project, or other efforts. Since this is an ongoing funding program of the state, developing lessons learned and good supporting data are critical to future program effectiveness.

For project applicants that have recently submitted an application for Cycle 5 for a project that didn't receive funding or received only partial funding, the application requirements are unchanged. All or much of the prior application may be utilized for resubmission. Reference may be made to past application materials, including letters of support, and if they are unchanged, do not need to be updated.

For the Existing TIRCP Projects Leveraging Federal and Local Funds Reserve, full funding applications will not be required, since each project has already been selected through a prior award cycle. Details on the specific project information required to apply for supplemental funding are included in Addendum 1 to these guidelines. Following submission of initial project information, Caltrans and CalSTA may follow up with applicants to request additional or clarifying information related to the evaluation process.

For the Major Projects Project Development Reserve, only the subset of application information that is relevant to the pre-construction phase will be necessary, as reflected in Addendum 2.

For High Priority Grade Crossing Improvement and Separation Projects, detail on application requirements is provided in Addendum 3 to these guidelines.

\section*{10 Project Evaluation}

Applications will receive an initial screening for completeness and eligibility. Incomplete or ineligible applications will not be evaluated.

\subsection*{10.1 Primary Evaluation Criteria}

Projects will be selected through a competitive process. The primary evaluation will be based on how well a project meets the objectives of the program, as further expanded upon by the grant evaluation considerations in statute:
1. Reduce greenhouse gas (GHG) emissions. CARB has developed a quantification methodology for estimating greenhouse gas reductions that may occur as a result of project implementation (see Attachment 2). The inputs and assumptions behind these calculations must be thoroughly documented as part of the application. Applicants should present project elements that are scalable or separable in a manner that allows the greenhouse gas emission reductions of each element to be understood. Total cost per metric ton of carbon dioxide equivalents \(\left(\mathrm{MTCO}_{2} \mathrm{e}\right)\) reduction and Transit and Intercity Capital Program funding per \(\mathrm{MTCO}_{2} \mathrm{e}\) reduction will be primary elements of the evaluation for project selection. Applicants must quantify greenhouse gas reductions (see Attachment 2) and submit reporting information in accordance with the CARB's Funding Guidelines (see Attachment 1). Highly rated projects will exhibit a low cost per ton of \(\mathrm{MTCO}_{2} \mathrm{e}\) reduction and will have strong documentation of the ridership and passenger mile impacts of the project.
2. Increase ridership through expanded and improved rail and transit service (including connectivity to rail services through expanded and improved transit and/or feeder bus services, or by improving the rider experience through universal GTFS travel information and contactless open payments (such as through Cal-ITP)). Expanding
service and improved connectivity includes construction of new rail and transit infrastructure and facilities. Documentation of the assumptions and approach to estimating ridership changes is a critical component of evaluating greenhouse gas emission reductions. Highly rated projects will have significant ridership impacts relative to the project cost and well documented methodologies for establishing ridership forecasts. Projects must document the degree to which ridership growth expected over the life of the project is supported by housing policies that will support such growth, including evidence of compliance with state-required housing plans (such as an Adopted Housing Element), and may include a designation of the community as Prohousing, as determined by the Department of Housing and Community Development's Prohousing Designation Program. If multiple operators benefit from or are impacted by a project,
highly rated projects will document specific ridership results specific to each operator, including any reductions impacting other operators. Recognizing that transit-supportive land use decisions are a key influencing factor of ridership, projects may capture additional ridership from entitled housing projects within a half mile of transit stations that are expected to be delivered within required project outcome reporting period, even if such delivery is following project completion. Investments in traveler information and payment systems that are part of the application should also be evaluated for their impact on project-level and/or system-wide ridership.
3. Integrate the services of the state's various rail and transit operations, including integration with the high-speed rail system, and the associated integration of services between agencies to support network-wide connectivity. Improving integration will improve connectivity and the seamlessness of the travel experience for users by eliminating points of friction during a public transportation journey. Highly rated projects will identify and address through service design and/or capital project design the opportunities to integrate services across multiple systems or corridors, where possible.
4. Improve safety. Projects that include specific measures to address safety for users or nonusers of the transit or rail service should specifically note such project elements and the funding related to them. If the specific nature of safety-related projects components is still being determined in collaboration with local agencies and input from communities, applicants may discuss the broad location and types of investments being planned. Such improvements may include grade separations, improved crossing protection at railroad crossings, or elements in transit stations that reduce the likelihood of pedestrian fatalities and injuries, among other safety elements. Such safety elements may also include elements that increase the safety of disadvantaged and/or vulnerable populations, including safer circulation for the elderly, mobility impaired, very young, and the vision impaired. Highly rated projects will have significant project element related to safety and will not leave major safety considerations unaddressed.

\subsection*{10.2 Secondary Evaluation Criteria}

Projects will also be evaluated based on the following criteria:
1. If/how much projects contribute to the implementation of sustainable communities strategies and the reduction of vehicle miles traveled and GHGs that may not be quantitatively captured in CARB's Quantification Methodology (QM), discussed in Section 10.1.1.
A. Reducing vehicles miles traveled from automobiles and the number of automobile trips beyond what will be achievable via transitridership as captured in the QM and conveyed per \#1 and \#2 of the Primary Evaluation Criteria.
B. Coordinating with local governments to facilitate the location of additional employment and/or housing in the transit stop or station area (e.g., within \(1 / 2\)-mile of
the transit station or stop that will be affected by the project and the resulting lowcarbon impact of such location efficiency on statewide GHG emissions relative to the status quo). This can be accomplished by using project funding to make station areas and neighborhoods walkable, bikeable, and well-integrated with existing or planned shared mobility and transit services. Evidence that will support this cobenefit will include:
- Documentation showing the siting of projects with rail stations and major transit centers located within \(1 / 2\) mile of existing or planned future housing with densities that correlate with higher transit use and lower VMT per household.
- Documentation showing alignment with state housing policies and goals that seek to increase access, reduce transportation costs, improve equity, and overcome the statewide housing crisis. Applicants can demonstrate alignment in one of two ways:
(a) The project will serve a community within \(1 / 2\) mile of a transit station or stop that has received a positive Prohousing Designation Program score, certified by the Department of Housing and Community Development, for one or more of the following Prohousing Policies:
- Policies that promote development consistent with the state planning priorities pursuant to Government Code section 65041.1 ( 25 CCR 6606 [C][2]).
- Density bonus programs which exceed statutory requirements by 10 percent or more (Sec. 6606[b][1][D]).
- Increasing allowable density in low-density, single-family, residential areas beyond the requirements of state Accessory Dwelling Unit law (e.g., permitting more than one ADU or JADU per single-family lot) ( 25 CCR 6606 [b][1][E]).
- Documented practice of streamlining housing development at the project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, §§ 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, § 65457; Cal Code Regs., tit. 14, §§ 15303, 15332; Pub. Resources Code, §§ 21094.5, 21099, 21155.2, 21159.28). (25 CCR 6606[b][2][C]).
- Zoning to allow for residential or mixed uses in one or more nonresidential zones (e.g., commercial, light industrial) (25 CCR 6606 [b][1][G]).
- Reducing or eliminating parking requirements for residential development as authorized by Government Code section 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of Government Code section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to Government Code section 65915, subdivision (p). (25 CCR 6606[b][1][F]).
- Measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of
transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes; creation of on-street parking for bikes; transit-related improvements; or establishment of carshare programs. (25 CCR 6606[b][3][E]).
- Modification of development standards and other applicable zoning provisions to promote greater development intensity. Potential areas of focus include floor area ratio; height limits; minimum lot or unit sizes; setbacks; and allowable dwelling units per acre ( 25 CCR 6606[b][1][H]
- Rezoning and other policies that support high-density development in Location Efficient Communities. (25 CCR 6606[c][5]).
- Permitting missing middle housing uses (e.g., duplexes, triplexes, and fourplexes) by right in existing low-density, single-family residential zones (25 CCR 6606[b][1][B]).
- Establishment of a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200 (25 CCR 6606[b][1][1])
- Policies that go beyond state law requirements in reducing displacement of lower income households and conserving existing housing stock that is affordable to lower income households. (25 CCR 6606[c][4]).
- Policy that represents one element of a unified, multifaceted strategy to promote multiple planning objectives, such as efficient land use, access to public transportation, affordable housing, climate change solutions, and/or hazard mitigation (25 CCR 6606[c][1]).
- Establishment of pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas (25 CCR 6606[b][3][G]).
- Adoption of ordinances or implementation of other mechanisms that result in less restrictive requirements than Government Code sections 65852.2 and 65852.22 to reduce barriers for property owners to create ADUs/JADUs. Examples of qualifying policies include, but are not limited to, Development standards improvements, dedicated ADU/JADU staff, technical assistance programs, and pre-approved ADU/JADU design packages (25 CCR 6606[b][3][B]).
- Priority permit processing or reduced plan check times for ADUs/JADUs, multifamily housing, or homes affordable to loweror moderate-income households (25 CCR 6606[b][2][1]).
(b) The applicant engages in affordable, residential transit-oriented development on land owned or leased by the transit agency, or in conjunction with another public agency or private investor making such investments within \(1 / 2\) mile of one or more stations or stops served by the project. To be considered "affordable," the development must have at least \(20 \%\) of units reserved for residents with \(60 \%\) or less AMI. To be "transit-
oriented" the housing must be within \(1 / 2\) mile of a transit station or stop and have a density of at least 20 dwelling units per acre. Special consideration may be given to projects which convert surface parking facilities into housing and or job centers, if they are located within \(1 / 2\) mile of a transit stop.
C. Expanding existing rail and public transit systems, to the extent not already captured in the project being applied for. Specific items that could be covered here include the expected strengthening of the existing system in a manner that will allow future investments in expansion to be considered, or the extent to which additional service may be operated due to the ridership growth achieved throughout the system due to the project, even if the specific location of the needed service increase is not yet identified. The contribution of the project to the acceleration of later phases of rail and transit projects in the region or service area may also be included in this category
D. Enhancing the connectivity, integration, and coordination of the state's various transit systems, including, but not limited to, regional and local transit systems and the highspeed rail system. This category should be utilized in particular if there are not specific capital investments or planning efforts called out in the project budget that invest in integration, but these benefits are still a co-benefit of the project, such as through contactless open payments or GTFS-RT traveler information systems. This category can also address integration across other modes of transportation, such as connections at/to: airports, bus terminals, ferry terminals, rail stations, active transportation infrastructure and networks, and other shared mobility options (e.g. bikeshare, scootershare, carshare) that help transit users overcome potential first- and last-mile barriers to transit use.
E. Investing in clean vehicle technology, including efforts that will accelerate the adoption of such technology or provide valuable research or demonstration of such technology. When buses will be funded as a part of this project, special consideration will be given to zero emission bus technology.
F. Promoting active transportation, by investing in infrastructure, amenities, education and outreach, etc. that will increase the proportion of trips accomplished by biking and walking. This includes efforts and investments to increase the safety and mobility of bicyclists and pedestrians. Examples of how this can be accomplished includes (but is not limited to) the following:
- Bike parking/storage at transit stations and stops
- Open payment systems integrated with transit
- Bike lanes and sidewalks to make station areas accessible via active transportation
- Traffic calming elements are transit stations to make walking and biking a safer and more pleasant experience
G. Improving public health, with particular emphasis on elements benefiting the most impacted and disadvantaged communities, low-income communities, and/or lowincome households. This category should include any air quality impacts of the project not included in the reduction of greenhouse gas emissions, including health benefits from improved regional air quality resulting from the project. The air pollution reductions for this item should be documented using CARB's co-benefit assessment methodologies.
2. Benefit to priority populations. The applicant must evaluate the criteria detailed by CARB (see Attachment 1) and complete the CARB benefit criteria table, to determine whether the project meets criteria for providing direct, meaningful, and assured benefits to a disadvantaged
community, low-income community, and/or low-income households and address a community need pursuant the CARB's Funding Guidelines, and specifically document the manner in which all or part of the project does so. Projects that will be used by residents of disadvantaged communities, low-income communities, and/or low-income households should document the nature of such use and its degree of relevance to disadvantaged community, low-income community, and/or low-income household residents in the service areas of the operators benefiting from the project.
A. Project applicants should be explicit on the deliberate steps they take to achieve a meaningful level of participation from disadvantaged communities, low-income communities, and/or low-income households in the planning and design of projects that are intended to address community identified priorities and needs.
B. As detailed in the CARB Funding Guidelines, Attachment 1, benefits to priority populations can also be demonstrated through community workforce agreements or labor agreements with unions, community-based organizations (CBOs), or other partners. The following are examples from around California that provide more background and context for applicants:
- For transit infrastructure, Community Workforce Agreements (CWAs) are commonly used in California cities where local elected officials see them as a mechanism to maximize the economic benefits of development projects and create jobs for local residents.
- For transit system expansion, the state's larger transit agencies (e.g., Los Angeles County Metro, BART, SFMTA, and AC Transit) regularly establish Project Labor Agreements (PLAs) for large construction projects.
- CWAs and PLAs set standards for wages and expand training opportunities for workers, because they include use of the state-certified apprenticeship system and contributions to apprenticeship training trust funds for every hour worked. Some agencies that require PLAs for major subsidized housing developments and transit system expansion projects include targets for local hiring (turning the PLA into a Community Workforce Agreement, or CWA), set goals for apprenticeship utilization, and codify goals for participation of disadvantaged workers to expand access to women and other workers underrepresented in the construction trades.
3. The project priorities developed through the collaboration of two or more rail operators and any memoranda of understanding between state agencies (including intercity rail joint powers authorities) and local or regional rail operators.
4. Geographic equity, with particular attention by applicants in identifying efforts to address underserved communities within an applicant's region or service area. The Transportation Agency will separately apply geographic equity considerations at a statewide level.
5. Consistency with a plan or strategy contained in an adopted Sustainable Communities Strategy, as confirmed by the Metropolitan Planning Organization (MPO), or, in non-MPO regions, a regional plan that includes policies and programs to reduce greenhouse gas emissions. Especially in the case of large capital projects, inclusion in an applicable financially constrained SCS will be noted as evidence of regional funding commitment and enhanced likelihood of successful project delivery. Consistency with the 2018 State Rail Plan service and connectivity goals, if applicable. Projects that are part of a regional network and are considered regionally significant should be noted as such. All referenced documents should be included as an attachment.
6. Benefits to freight movement, consistent with the Sustainable Freight Action Plan and the goals of the California Freight Mobility Plan, if applicable. In shared passenger/freight rail corridors, use this category to document and discuss GHG reductions from a greater volume of goods
movement by rail if applicable.
7. The extent to which a project has supplemental funding committed to it from non-state sources, with an emphasis on projects that leverage funding from private, federal, local or regional sources that are discretionary.
8. For expansions of service, the presence and quality of a financial plan that analyzes the financial viability of the proposed service, including the availability of any required operating financial support.
Highly rated projects will address and score highly on multiple secondary evaluation criteria, with clear documentation of claimed benefits. Clear documentation will include data related to evaluating the claimed benefits to the extent available. Agencies are encouraged to document in the secondary evaluation criteria categories of verifiable greenhouse gas reducing activities associated with a project that are not specifically captured in the primary evaluation categories and in the quantification tools provided by CARB.

\subsection*{10.3 Benefit to Priority Populations}

It is a goal of this program to maximize benefits to disadvantaged communities and low-income communities and households. Pursuant to the requirements of \(S B 535\), as amended by \(A B 1550\), the overall California Climate Investments Program funded with Cap-and-Trade auction proceeds must result in: (1) a minimum of \(25 \%\) of the available moneys in the GGRF to projects located within, and benefiting individuals living in, disadvantaged communities, (2) an additional minimum of 5\% to projects that benefit low-income households or to projects located within, and benefiting individuals living in, low-income communities located anywhere in the state, and (3) an additional minimum of \(5 \%\) either to projects that benefit low-income households that are outside of, but within a \(1 / 2\) mile of, disadvantaged communities, or to projects located within the boundaries of, and benefiting individuals living in, low-income communities that are outside of, but within a 1/2 mile of, disadvantaged communities.

Information on California Climate Investments to Benefit Disadvantaged Communities with background on SB 535, AB 1550 and the CalEPA California Communities Environmental Health Screening Tool 3.0 (CalEnviroScreen), can be found at:
https://calepa.ca.gov/EnvJustice/GHGInvest/
In addition to contributing benefits towards meeting or exceeding the AB 1550 investment minimums, the TIRCP has a statutory investment target for benefits to disadvantaged communities required by SB 862 (a \(25 \%\) minimum). This applies across the entire program regardless of funding source. Agencies are responsible for documenting compliance with these requirements.

Investments that are eligible to be counted toward AB 1550 as projects within and benefiting disadvantaged communities will also count toward meeting the SB 862 requirements. Refer to criteria in Funding Guidelines (further referenced below) for how to demonstrate benefit.

SB 862 requires CARB, in consultation with CalEPA, to develop funding guidelines for all agencies that are appropriated monies from the GGRF. These guidelines must include a component for how administering agencies should maximize benefits for disadvantage communities. The CARB funding guidelines are referenced in Attachment 1.

Applicants must complete and submit the CARB Benefit Criteria Table with their application.
In reviewing efforts to maximize benefits to disadvantaged communities, low-income communities, and/or low-income households, CaISTA may request review of applications by an advisory panel representing such stakeholders during the evaluation of applications. The primary goal of this panel will be to review proposed efforts (both pre-application and those proposed for the post-award period) and to either confirm that the applicant efforts will help align the proposed project with stakeholder and community needs, or to recommend efforts that would allow such needs to be
addressed (see items 9 and 10 in section 9 describing how such efforts may be requested and funded as part of project selection.

For the Existing TIRCP Projects Leveraging Federal and Local Funds Reserve, the application evaluation process is reflected in Addendum 1 to these guidelines.

For the Major Projects Project Development Reserve, the application evaluation process is reflected in Addendum 2 to these guidelines.

For High Priority Grade Crossing Improvement and Separation Projects, the application evaluation process is reflected in Addendum 3 to these guidelines.

\section*{11 Project Selection Process}

CaISTA will evaluate applications for compliance with the objectives of the program, including those provided in AB 180, and rate them based on the Primary and Secondary Criteria, assigning ratings such as "High," "Medium- High," "Medium," "Medium-Low", and "Low" to the specific alignment of the project to each of the selection criteria, and also considering the cost per ton of \(\mathrm{CO}_{2} \mathrm{e}\) reduction and the risks of successful project delivery. Because of the wide variety in the type and size of projects that can be funded from this program, CaISTA may group projects for the purpose of comparing the ratings of like applications or for purposes of comparing projects within a region. In addition, projects with clear phases or scalability may be evaluated for the portion of the project that would receive the highest rating if partial funding for the project is under consideration. The highest rated applications that meet the program objectives will be selected for programming, except that CaISTA may make adjustments to meet the AB 1550 goals of this program and to provide for geographic equity.

In addition to being evaluated on the aforementioned criteria and benefit to priority populations, including addressing community needs, each application will also be assessed to determine the risk associated with the project's capacity to generate, as planned, transportation and greenhouse gas emission reduction benefits (including potential sensitivity to different project benefit outcomes), and to be delivered within budget, on time, and as designed.

Additional factors to be considered include:
1. The overall need and benefit of the project in the context of its contribution to advancing later phases of the project, other aspects of a region's long-range plans or towards improving the state's interregional transportation network.
2. Project readiness and reasonableness of the schedule for project implementation, including the following:
A. Progress towards achieving environmental protection requirements.
B. The comprehensiveness and sufficiency of agreements with key partners (particularly infrastructure owning railroads) that will be involved in implementing the project.
C. For projects that are not fully funded through construction due to funding contingencies (such as federal or local measure funds), the timing and amount of the project's future noncommitted investments.
3. The leveraging and coordination of funding from other greenhouse gas reduction programs such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities Program or the CARB's Low Carbon Transportation funding program. The leveraging and coordination of funding from other private, federal, state (including SB1 funding programs like State Rail Assistance), local or regional sources, with consideration of those sources that are discretionary compared to those that are non-discretionary.
4. The alignment to the State Rail Plan, where relevant, which articulates a vision and specific service and delivery goals for coordinating schedules and physical infrastructure to deliver an integrated network by leveraging available resources.

\section*{Attachment B}
5. The coordination of project development and delivery efforts in a regional and megaregional context to support an integrated, statewide rail and transit network. This should be articulated in the context of network integration and those agencies applying specifically for network integration funds or projects will be evaluated on their ability to describe the process for delivering an integrated project and its associated benefits.

Highly rated projects will clearly communicate a compelling need for the project in terms of specific benefits for the public and will demonstrate a high degree of project readiness with few risks related to proceeding into construction and operating services that achieve the proposed benefits once the project is completed. Most highly rated projects will have an approved environmental document. Those projects that are requesting TIRCP funds to complete the project's funding package (when combined with already committed other funds) will clearly communicate the acceleration in project delivery possible due to receipt of TIRCP funding even if the project may ultimately have been advanced with future local and state resources at a later date. Highly rated projects will quantify the benefits of such acceleration as part of the project application.

CaISTA will collaborate with other state entities when evaluating project proposals, including but not limited to: CARB, CaIEPA, the California High-Speed Rail Authority, Caltrans, the Commission, the Department of Housing and Community Development, and the Strategic Growth Council.

CaISTA, or Caltrans acting on CalSTA's behalf, may request additional documentation to support statements or data provided in the applications. However, applicants should endeavor to be as clear as possible in their applications and not assume that opportunity will be provided to clarify or better support a submitted application. Supporting documentation should include spreadsheets, reports and methodology descriptions (with sources noted) when available.

Applications will proceed through a multi-step review process:
1. Basic screening for completeness and eligibility.
2. Review of application for potential subdivision into project phases or components, review and analysis of ridership and GHG quantification, and summarization of project to assist technical panel review.
3. Initial rating of projects on each primary and secondary evaluation criterion (see section 10) and other additional factors (above in this section) described in the guidelines by multi-agency technical panels.
4. Consideration of technical panel ratings, geographic equity and degree of disadvantaged and/or low-income community benefits by a senior executive panel, with potential to request additional information from subject matter experts that may result in a revised rating on one or more evaluation criteria orfactors.
5. Project selection by CaISTA, taking into consideration cross-cutting and comparative selection criteria that consider overall program objectives, geographic equity and exceeding program goals for benefits to disadvantaged communities, low-income communities, and/or low-income households.

For the Existing TIRCP Projects Leveraging Federal and Local Funds Reserve, the project selection process is reflected in Addendum 1 to these guidelines.

\section*{12 Programming}

CaISTA will publish its updated 5-year Program of Projects as part of the Cycle 6 award announcement, as established in the Call for Projects, and will present it to the Commission shortly thereafter. When CaISTA releases the program, it will include a narrative for each approved project that describes that project's rating for primary and secondary criteria as well as special considerations to achieve disadvantaged and/or low-income community benefit and geographic equity. Subsequent 5-year programs are expected to be
approved by CaISTA biennially. CaISTA may call for additional applications, or adjust the existing Program of Projects between cycles, as warranted based on the level of auction proceeds.

CaISTA will develop and regularly update the Program Allocation Plan to guide the allocation of funds for the current program. The Program Allocation Plan for each fiscal year will include the amount to be funded from the TIRCP, and the estimated total cost of each project. The yearly allocation amounts will be based on the needs of separable project components and phases or based on the cash flow needs for projects that need multiple years to complete.

CaISTA will program and the Commission will allocate funding to projects in whole thousands of dollars and will include a project or project component only if it is fully funded from a combination of TIRCP and other committed funding. Funds will be considered as committed when they are programmed by CalSTA, when the agency or other funding partner with discretionary authority over the funds has made its commitment to the project by ordinance, resolution or appropriate contract vehicle. In the case of the Federal Transit Administration, recommendation of the project for funding in the Annual Report on Funding Recommendations for the Capital Investment Program is considered a commitment of funding. For federal formula funds, including Surface Transportation Program, Congestion Mitigation and Air Quality Improvement Program, and federal formula transit funds, the funding commitment may be by Federal approval of the Federal Statewide Transportation Improvement Program.
For projects seeking federal discretionary funds such as New Starts, Core Capacity, or Small Starts, the commitment may take the form of federal acceptance into Accelerated Project Delivery and Development (in the case of Small Starts) with the expectation of federal approval of an Expedited Grant Agreement, or federal approval of a project to enter Engineering (in the case of New Starts or Core Capacity) with the expectation of federal approval of a Full Funding Grant Agreement, as long as all funding, excluding TIRCP funding, is committed to the project. Similar pursuit of Federal Railroad Administration and United States Department of Transportation funding for rail-related grant programs may also be referenced and pursued for match, including applications that request funding for awards that are contingent on receiving such federal funding. A project that is programmed prior to receiving federal approval for construction may be subject to deletion from the program, if federal funds are not received, federal funding is reduced or the scope of the federal commitment changes, unless other committed funding sources are identified that replace federal funding not obtained. Applicants considering a request for an award based on a commitment contingent on federal or local funds not yet awarded to the project, as described above, should anticipate the call for 2023 TIRCP projects by November 2022.

For local funding, the funding commitment may be demonstrated by inclusion of the project in a funding package, such as a sales tax measure, to be submitted to voters during this program cycle and with sufficient funding specified for the project to achieve full funding. The applicant shall provide evidence with the application that the project is included in a future funding package with funds sufficient to meet the local funding commitment when combined with other already available funds. A project that is programmed prior to receiving voter approval for project funding must succeed in receiving the voter approval, or the project may be subject to deletion from the program.

For projects with other funding partners that have entered into a contract vehicle committing their funding, access to the funding must occur before TIRCP funding will be approved for allocation to the project.

CalSTA may make an exception to its policy to only program a project if it is fully funded, if the project may be funded from a combination of TIRCP and other committed funding to allow a project to compete for funding from other greenhouse gas reduction programs (such as Caltrans' Low Carbon Transit Operations Program, the SGC's Affordable Housing and Sustainable Communities Program or the CARB's Low Carbon Transportation funding program) or from the Commission's Active Transportation or State Transportation Improvement Programs. A project intending to compete for funding in one of the aforementioned programs should indicate, if applicable, the separable elements to be funded from that source. A project that is programmed prior to receiving a commitment of funding from one of the aforementioned programs must receive the funding commitment no later than in the fiscal year in which the project is requesting a TIRCP
allocation. If the project does not receive funding from that program and the project does not have separable elements, the project may be subject to deletion from the program.

If a project does not receive their anticipated federal, local or other funding commitments, CalSTA may delete the project from the program and consider selection of projects or components of projects that were highly rated but not selected due to lack of sufficient funds from previous rounds of TIRCP applications as long as the project is still viable and deliverable consistent with prior cycle programming and demonstrates acceptable levels of benefits with the most current quantification methodologies.

If, prior to seeking a Commission allocation, an award recipient does not make adequate progress to implement an awarded project in a timely manner or incurs delays through the action or inaction of the recipient, subrecipient or 3rd party associates, the project may be deleted from the TIRCP program. An applicant may resubmit a deleted project for consideration in future funding cycle. All current projects are subject to review prior to the Call for Projects to determine whether they are making adequate progress towards implementing the originally awarded project scope.

\section*{13 Allocations and Project Delivery}

When an agency is ready to implement a project or project component, the agency will submit an allocation request through Caltrans' Division of Rail and Mass Transportation (DRMT). Allocation requests are expected to adhere to the preparation schedule established by Caltrans Office of California Transportation Commission Liaison (OCTCL) along with any additional time required for CalSTA's review and approval of a recommendation to the Commission for an allocation of funds. For planning by an award recipient, the time required from the submittal and approval of an allocation request can range from 60 to 90 days prior to date of a scheduled Commission meeting.
Caltrans will review the request and determine whether to recommend the request to the Commission for action. The Commission will consider the allocation of funds for a project only when it receives an allocation request with a recommendation from Caltrans and consistent with the TIRCP Program Allocation Plan. The recommendation will include a determination of project readiness, completion of funded phases that require completion prior to proceeding into the next phase, the availability of appropriated funding, and the availability of all identified and committed funding needed to support the specific allocation request. When Caltrans develops the project's construction allocation recommendation(s), the Commission expects Caltrans to certify the project's plans, specifications and estimates are complete, right-of-way clearances are achieved, and all necessary permits and agreements (including railroad construction and maintenance) are executed.
In compliance with Section 21150 of the PRC, the Commission will not allocate funds for design, right-ofway, or construction prior to documentation of environmental clearance under the California Environmental Quality Act and all needed environmental documents are provided for a Commission EResolution. As a matter of policy, the Commission will not allocate funds for design, right-of-way, or construction of a federally funded project prior to documentation of environmental clearance under the National Environmental Policy Act (NEPA). Exceptions to this policy may be made in instances where federal law allows for the acquisition of right-of-way prior to completion of NEPA review. If requested by the Commission, Caltrans will assist Commission staff in the preparation of agenda items presenting environmental documents to the Commission.
Projects that are awarded funding for network integration are to be allocated under the construction phase, unless such efforts are part of a task within an earlier phase of work. If allocated as a separable work effort, at the time of allocation, an agency must either environmentally clear the network integration work, usually with a Notice of Exemption, or provide a written statement certifying that the network integration project is exempt.
CalSTA will request the Commission approve the allocation, if the funds are available as determined by CaISTA and Caltrans, and the allocation is necessary to implement the project as included in the adopted TIRCP Program Allocation Plan and Program of Projects. If there are insufficient program funds to approve an allocation, CaISTA may delay the recommendation to allocate funds to a project until a future fiscal year
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without requiring a Commission action. Agencies should not request Commission allocations unless prepared to award contracts related to the allocation within six months. Funds available following the deletion of a project may be re-awarded and allocated to a programmed project advanced from a future fiscal year or to a project amended into the program.

Details and instructions for the allocation, transfer and liquidation of funds allocated to implementing agencies are included in the Procedures for Administering Local Grant Projects in the State Transportation Improvement Program:

\section*{https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms}

The TIRCP is a reimbursement program for costs incurred. Costs incurred prior to Commission allocation and, for federally funded projects, federal project approval (i.e. Authorization to Proceed), are not eligible for reimbursement. Moreover, contracts against which reimbursements from TIRCP will be sought may not be awarded prior to funding allocation without specific pre-approval by CaISTA and approval of a Letter of No Prejudice by the Commission. For the procurement of rolling stock and buses, the exercising of an option or the certification of funds for TIRCP funded contract elements after Commission action may be considered to meet the milestone for contract award, provided that the agency is under no contractual obligation to pay any funds or penalty if the option is not exercised or the funds not certified. Confirmation of this approach should be sought prior to seeking an allocation of funds.

Caltrans will execute all appropriate contractual agreements with the implementing agency, under its delegated authority from CaISTA. These agreements may include project specific conditions required by CaISTA's award announcement and will be based on the awarded scope of work, schedule for completion and expected outcome of the project.

Prior to the completion of project design, an agency may propose to CaISTA modifications to the proposed project in order to achieve the same or greater level of benefits or reduced costs. Funds allocated for project development or right-of-way costs must be expended by the end of the fiscal year of allocation plus two additional fiscal years, unless a longer timeframe is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. Allocations for award are valid for six months from the date of allocation unless otherwise indicated at the time of allocation. For funds allocated for construction phase contracts, including rolling stock procurement, will have an expenditure timeline of 36 months after the award of a contract to complete (accept) the contract unless a longer timeframe is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. The implementing agency must submit a final invoice to Caltrans no later than 180 days after contract acceptance.

Additional details relevant to the Commission's Allocation Policy can be found in Resolution G-20-61 on the Commission's website. The Allocation Policy is subject to change and the most current Allocation Policy will apply.

\subsection*{13.1 Letter of No Prejudice}

An agency may apply for a Letter of No Prejudice (LONP) for a project or for any component of a project included in the approved Program of Projects. Statutory authority is provided in Section 75225 of the PRC as added by SB 9 . The Commission as authorized by statute adopted guidelines for approval of LONPs for specific programs, including the Transit and Intercity Rail Capital Program. All LONP requests must follow the Commission's currently adopted LONP guidelines. Any request for an LONP will be submitted through Caltrans for concurrence by CaISTA and Commission approval.
If an LONP is approved by the Commission, it allows the implementing agency to award a \(3^{\text {rd }}\) party contract(s) and advance a project by expending its own funds (incur reimbursable expenses) for any component of the project that is the subject of the LONP prior to allocation. The amount will be reimbursed if all the following conditions are met:
1. The project or project component for which the letter of no prejudice was requested
has commenced and the expenditures have been incurred.
2. The expenditures are eligible for reimbursement in accordance with applicable laws and procedures. If expenditures made by the lead applicant agency are determined to be ineligible, the state has no obligation to reimburse those expenditures.
3. The agency complies with all legal requirements for the project, including the requirements of the California Environmental Quality Act (Division 13 (commencing with Section 21000)).
4. There are moneys in the GGRF or from SB 1 revenues designated for the program that are sufficient to make the reimbursement payment.

\subsection*{13.2 Multiyear Funding Agreement}

An agency may apply to CaISTA for a multiyear funding agreement. Statutory authority is provided in Section 75224 (d) of the PRC. Any such agreements shall be implemented in cooperation with the Commission by inclusion of the anticipated multi-year cash flow commitment in the applicable allocation action at the time a project or project component is allocated. If approved by CaISTA, the multiyear funding agreement would operate similar to a federal Full Funding Grant Agreement, wherein an agency may receive an allocation and implement a project at risk, with receipt of future state revenue dependent on legislative appropriation and/or receipt of program SB 1 revenue or Cap-and- Trade auction proceeds. The state would not be responsible for any borrowing costs an agency may incur, or other costs, allocated with the timeline of state revenue availability. The most up-to-date cash flow commitments to projects or project components are reflected in the Program Allocation Plan.

Pursuant to Section 75224, the multiyear funding agreement would be for an amount of program money and for any duration, as determined jointly by the CaISTA and the applicant. CaISTA may agree to a duration that exceeds the five-year programming cycle, if deemed helpful in completing large transformative capital projects. Other requirements for the program will be included in the multiyear funding agreement as determined by CaISTA in cooperation with the applicant and the Commission.

\subsection*{13.3 Project Delivery Deadline Extensions and Timely Use of Funds} Once an awardee has been allocated TIRCP funding, funds are subject to the Commission's timely use of funds policy and for the construction phase, awardees are expected to execute the third-party contract within six months of the allocation. Under CaISTA concurrence and with Commission action, an extension may be granted for the period of contract award, project completion or project reimbursement if it finds that an unforeseen or extraordinary circumstance has occurred that justifies the extension. The extension will not exceed the period of delay directly attributable to the extraordinary circumstance.
There are separate deadlines, for award of a contract, for project completion and project reimbursement and each project component has its own deadlines.
All requests for project delivery deadline extensions should be submitted by the agency responsible for project delivery to Caltrans at least 60 days prior to the specific deadline for which the particular extension is requested (e.g., 60 days prior to June 30 to request the extension of allocation deadlines). The extension request should describe the specific circumstance that justifies the extension and identify the delay directly attributable to that circumstance. Caltrans will review extension requests and provide a recommendation to CaISTA for concurrence and then submit to the Commission for formal approval.

After the Commission allocation, any costs incurred for eligible work will not be reimbursed until the appropriate agreements (Master Agreement and Project Supplement/Amendment) with the
local agency have been executed and must remain in effect over the time required to complete capital improvements, implement services and fulfill the reporting requirements of benefits and outcomes associated with the award.

\section*{14 Project Reporting}

As a condition of the project selection and allocation, the implementing agency must submit to Caltrans quarterly reports on the activities and progress made toward implementation of the project and a final delivery report. The purpose of the reports is to ensure that the project achieves the goals of the program, is executed in a timely fashion, and is within the scope and budget identified when the decision was made to fund the project.

Recordkeeping and reporting requirements will apply through the life of the project. All recordkeeping and reports must be consistent with the reporting requirement, quantification methodologies and records retention periods developed by CARB (see Attachments 1, 2 and 3). At a minimum, agencies must report on all projects selected for funding, progress on each funded project, and the benefits (GHG and co-benefits) achieved. Implementing agencies should note that additional Project Outcome Reporting may be required and is subject to modification based on the evolving needs of the program. Caltrans may provide assistance through Cal-ITP on real-time information and payments to streamline reporting requirements. For projects benefiting disadvantaged communities, low-income communities, and/or low-income households, reports must identify and include metrics to demonstrate the benefits being achieved and how community needs are being met, consistent with CARB's Funding Guidelines. Some reported project information will be publicly available on the CARB website, including the amount of funding that is being spent on projects that benefit disadvantaged communities, low-income communities, and/or low-income households.

Consistent with CARB's Funding Guidelines, local agencies will now be required to report on job cobenefits, in addition to all other reporting requirements. Job co-benefits refer to California jobs supported, not created, by California Climate Investments. Jobs supported by California Climate Investments include direct, indirect, and induced employment.

At the time of application, applicants are required to submit a job co-benefit modeling tool, which is based upon a co-benefit assessment methodology developed by CARB. Once an awarded project has been implemented, funding recipients will also be required to report actual (not modeled) jobs data via the semiannual reporting process.

Within one year of the entire project award becoming operable, or a later time period if approved by CaISTA, the implementing agency must provide a final delivery report to Caltrans which includes:
1. The scope of the completed project as compared to the programmed project.
2. Performance outcomes derived from the project as compared to those described in the project application. This should include before and after measurements and estimates (ridership/service levels, greenhouse gas reductions included updated estimates the greenhouse gas reductions over the life of the project, benefit to disadvantaged communities, low-income communities, and/or low-income households, project co-benefits, etc.), and an explanation of the methodology used to quantify the benefits.
3. Before and after photos documenting the project.
4. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households.
5. Its duration as compared to the project schedule in the project application.

For all projects other than components that fund limited-term operations of new and expanded transit service, annual reporting on outcomes will continue for 36 months after becoming operational (i.e., vehicle or equipment is operational, or construction is complete and transit service is operational). The metrics to be reported vary by project type as shown in the table below.
\begin{tabular}{|c|c|c|}
\hline \multicolumn{3}{|l|}{Capital Improvements that Result in New or Expanded Transit Service or Increase Mode Share on Existing Transit Service} \\
\hline Metric & Unit & Method \\
\hline Tracking dates of data submission & mm/dd/yyyy & n/a \\
\hline Days of operation per year & Days/year & Evaluation of service schedule \\
\hline Average daily ridership & Unlinked trips/day & Ridership survey (conducted by city, county, district/authority, metropolitan planning organization, non-profit, or academia), ticket and transit pass sales, automatic passenger counter, driver counts, etc. \\
\hline \multicolumn{3}{|c|}{New Vehicle(s) for Existing Transit Service} \\
\hline Metric & Unit & Method \\
\hline Tracking dates of data submission & mm/dd/yyyy & n/a \\
\hline Fuel/energy consumption or vehicle miles traveled & Gallons/year by fuel type, kWh/year, & Evaluation of fueling, utility, mileage, or other operating records \\
\hline Range in fuel/energy consumption or annual vehicle miles traveled & scf/year, or vehicle miles traveled/year & \\
\hline
\end{tabular}

Upon request from the implementing agency, Caltrans may consider requests to delay reporting on before and after or other performance outcome data until two years after project operation if similar data is requested by the Federal Transit Administration or if the agency deems such delay would improve the reliability of the report.

For the purpose of this section, a project becomes operable when the construction contract is accepted or acquired equipment is received.

The State of California has the right to review project documents and conduct audits during project implementation and over the life of the project. Caltrans or another State agency may audit a sample of TIRCP projects to evaluate the performance of the project, determine whether project costs incurred and reimbursed are in compliance with the executed project agreement or approved amendments thereof; state and federal laws and regulations; contract provisions; and program guidelines, and whether project deliverables (outputs) and outcomes are consistent with the project scope, schedule, and benefits described in the executed project agreement or approved amendments thereof. A report on the projects audited must be submitted by the auditing agency to CaISTA.

For the Major Projects Project Development Reserve, the project reporting process is reflected in Addendum 2 to these guidelines.

For High Priority Grade Crossing Improvement and Separation Projects, the project reporting process is reflected in Addendum 3 to these guidelines.

\section*{15 Project Administration}

Caltrans will administer the TIRCP consistent with these guidelines and all applicable Commission and Caltrans policies and procedures for the administration of similar grant programs.

Projects awarded funding from TIRCP are expected to document and publicize the Transit and Intercity Rail Capital Program in proper context when developing press releases and board documents, or in hosting public events such as project groundbreakings. References should be made to TIRCP, the California State Transportation Agency as the program sponsor, and the Greenhouse Gas Reduction Fund and SB 1 program as fund sources, as applicable, in order to ensure transparency regarding the funding of the project. Additional details will be provided to program award recipients.

Agencies must encumber and expend monies consistent with State law and ensure that GGRF monies are utilized consistent with the expenditure record submitted by Caltrans and required by SB 1018. A
determination that use of GGRF monies is not consistent with the expenditure record and does not further the purposes of \(A B 32\) may occur during legal proceedings or during an audit or program review conducted by the Bureau of State Audits, Department of Finance, a third-party auditor, or the CARB. Depending on the outcome of those proceedings or review, agencies may be required to return monies to the state if expenditures are not consistent with the statutory requirements (such as not furthering the purposes of AB 32).

Audits and on-site monitoring can take place at any time at the discretion of CaISTA, without prior warning given to the agency. CaISTA has the right to audit the project records, including technical and financial data of the Project Applicant, the Implementing Agency, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

The state may terminate the grant for any reason at any time if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any state or federal law or policy by the grantee which affects performance of this or any other grant agreement or contract entered into with the State. If a grant is terminated, the agency may be required to fully or partially repay funds from the TIRCP.

\section*{16 Project Expenditures}

Caltrans and CaISTA reserve the right to ask any agency to complete a Cash Flow projections form. The form includes collecting the subtotal for Greenhouse Gas Reduction Fund, Project Approval \& Environmental Document, Plans, Specifics \& Estimates, Right of Way and Construction. For more information on retrieving the Cash Flow form, please contact tircpcomments@dot.ca.gov.

\title{
Addendum 1: Information Specific to the Existing TIRCP Projects Leveraging Federal and Local Funds Reserve
}

\section*{1. Specific project information required to apply for supplemental funding}

The following information is required to apply for additional funding for an existing TIRCP project originally awarded funds in 2020 or earlier.
A. Project and Applicant Identification: Applicant shall state which project is seeking additional funds, identifying the Cycle 1 through 4 project and the whether the funding is needed for the full project scope or for a subcomponent. Most projects should request funding for the full scope, unless partial construction is already fully-funded, and the requested funding is only needed for the remaining construction elements. The applicant must match the original applicant, even if additional parties are involved in receiving funding allocations as implementing agencies.
B. Demonstration of Project Eligibility: Applicant shall demonstrate that a supplemental state grant would leverage or maintain an identified source of significant local or federal investment.
- Maintaining funding includes, but is not limited to, seeking funding for projects that are under construction that could lose access to, or be required to repay, committed federal funds unless additional nonfederal funds are identified. If specific information has been communicated from the federal partner that an issue must be resolved by a particular deadline, applicant shall provide written documentation of such a requirement, or may be asked to provide the remedies clause requiring repayment from the applicant's Full Funding Grant Agreement. Maintaining funding also includes retaining access to local funds committed to a portion of the project that is not yet fully funded.
- Leveraging funding includes seeking funding for projects that need additional state funds in order to successfully receive a future federal or local funding commitment, and includes leveraging federal or local funds that were committed to the project budget above the funding level committed to in the original TIRCP application after project award Documentation of the required timeline shall be provided for the particular partner to solidify the timing and program of an expected future funding commitment. This can include written documentation (e.g. letters, federal reports) from the federal partner that states intended timeframe for entering into agreements such as a Full Funding Grant Agreement (or equivalent, if applicable). It can also include identification of federal or local funding programs for which one or more applications will be submitted, the timing and requirements of such expected funding decisions, and the manner in which the project qualifies for funding.
C. Proposal for Additional Funding: Statement of revised financial plan for the project, including all planned sources for returning to fully funded status. Include an explanation of the categories experiencing cost growth and the primary reasons for such growth, as well as a cash flow demonstrating the timing of the requirement for additional funding. Projects that have the option of
implementing a portion of their project with reduced additional funding shall include such scenarios in the proposal. If an agency is submitting multiple requests for additional project funding, priorities and scenarios across the multiple requests must be included. Such applicants are encouraged to submit a single application that includes all requests and discusses the timing and request for funding across all projects. Applicants are also encouraged to identify what role the expected FY23-24 and FY24-25 funding identified in SB 198 of the Budget Act of 2021 (totaling \(\$ 4\) billion and allocated regionally) could play in addressing a portion of the need for existing project funding, and how the use of such funds would apply to the funding proposal. A project cash flow should be included that demonstrates the proposed draw down schedule for the General Fund resources. Such proposals can include re-timing the already awarded TIRCP funds to enable prompt use of General Fund monies. For projects that are expected to have construction extending beyond June 30, 2027, applicants are encouraged to propose funding plans that use General Fund monies early even if match funding or non-General Fund TIRCP funding is utilized after the 2027 deadline.
D. Impact of Funding on Project Benefits: Applicants must state the impact of receiving the requested funding on achieving project benefits. If projects have already fully funded a portion of the project construction for partial benefit, the applicant shall quantify the additional benefits tied to the additional funding request. If a portion of the project benefits can be achieved with a smaller funding request, the applicant shall discuss the revised project benefits in the context of the original application. If additional benefits are expected to be realized as a result of completing the original project compared to the those known when the original application was submitted, the applicant is encouraged (but not required) to quantify and describe such additional benefits.
E. Statement of Outcomes if Project Does Not Receive Adequate Funding:

Applicant shall indicate the expected outcomes if the project does not receive adequate funding.

If further information is needed to clarify the submitted information, such requests will be made on an as-needed basis by either Caltrans or CaISTA. The current calendar for the funding round provides a date by which to communicate questions to applicants (December 20,2022 ) with responses required by January 13,2023 , but this communication will only be used if necessary. All project applicants may not receive questions if the original information submitted is clear.

Note that any project proposing partial completion will become eligible to submit the remaining project scope as a new project in future TIRCP cycles. Note also that eligible projects are not expected to include expanded scope (such as including additional route miles of corridor beyond the original award) in their application to this set-aside program.

\section*{2. Project Evaluation and Project Selection}

Project evaluation will include a combined technical and executive level evaluation by Caltrans and CaISTA that evaluates the submitted materials by region (Southern California and the rest of the state), including, but not limited to:
a. Considering the potential loss of funds and the timing of such loss
b. Considering the timing and likelihood of obtaining the additional matching funds needed to return the project to full funding
c. Considering whether partial completion may be achieved for any of the projects submitted, and whether the remainder of the project may be able to receive funding from future available funding programs (local, state and federal)
d. Considering geographic balance within the relevant region

If additional information is needed, requests for such information will be provided no later than December 20, 2022.

Project selection by the Secretary will prioritize avoiding the loss of funds for projects actively under construction, as well as the solidifying of funding commitments for projects closest to the beginning of construction.

\section*{Addendum 2: Information Specific to the Major Projects Project Development Reserve}

\section*{1. Specific project information required to apply for funding}

The following information is required to apply for major projects project development setaside funding under TIRCP:
A. Project and Applicant Identification: While projects and programs of projects do not need to be ready for construction, applicants are required to identify how their project or program of projects will be eligible to apply for TIRCP construction funding in the future. If the project would not be eligible to apply for TIRCP as a new project, it will not qualify for funding for project development.
B. Demonstration of Federal Funding Program Eligibility: Applicant shall demonstrate that they have entered into, or have applied to enter into, federal project development processes for at least a portion of the project or program of projects, and that they expect to receive federal funding in the future once complete with project development. If the applicant expects to be able to leverage state funding to provide the match necessary to obtain federal planning funds, this should also be identified.

\section*{2. Application Materials}
A. Project title, which should be a brief non-technical description of the project type, scope, and location.
B. Project priority (if agency is submitting multiple applications). Explain the prioritization, including any state, regional or local planning efforts that support the ranking.
C. Project purpose and need.
D. Expected project scope.
E. Project Location - provide a map for each of the following:
- Project location denoting the project site. Provide a KML file for the project with the transit route/project location represented by lines and stops represented by points as applicable.
- Project location denoting disadvantaged communities, low-income communities, and/or low-income households that will benefit from the project (Attachment 1, CCI Funding Guidelines).
F. Greenhouse gas reducing features such as project components that improve air quality and reduce greenhouse gas emissions along a specific corridor, surrounding land use density, housing and employment centers, transit- oriented development/sustainable communities strategy projects, active transportation infrastructure and other features, to the extent available. If available, consider including the following information on maps related to the project, as these will help in evaluating many of the secondary evaluation criteria:
- Land use diversity/mix of land uses specified on the map
- In addition to showing where housing exists, provide information on housing density and planned/zoned/permitted/etc. housing density;
- In addition to illustrating existing employment centers, provide information on employment density, mix of employment types, and planned future employment
land uses.
- Current neighborhood walkability (e.g., see Affordable Housing and Sustainable Communities Program (AHSC) guidelines for sources of walkability data);
- Planned and existing active transportation infrastructure (what currently exists, what is planned, and what would be funded by the project)
G. Expected total project costs, as well as the costs for the project development work requested in the application for funding, including the following:
- Documentation of the basis for the costs, benefits and schedules must be cited in the project application and additional detail made available upon request. The application should identify:
- Cost estimates escalated to the year of proposed delivery.
- The amount and source of funds committed to the project, if any.
H. The amount of TIRCP funds requested
I. Project schedule, the project's current status and the completion dates of all major delivery milestones.
J. Expected benefits of the project when constructed, including details on any of the project benefits that address the Primary and Secondary Evaluation Criteria for fully constructed projects listed under Project Selection Process (Section 10), indicating that a category is not applicable, or no benefits are expected when that is the case.
K. Identify and include as an attachment any studies or planning documents relevant to the proposed project.
L. If applicable, an explanation of how some or all of the project is expected to provide direct, meaningful, and assured benefits to a disadvantaged community, low income communities or low-income households as defined by SB 535 and AB 1550
M. If an agency plans to engage in additional efforts to consult with disadvantaged or low-income stakeholders as part of project development, a specific task and budget for the proposed activities should be included in the project application. Activities that address community engagement may include, but are not limited to, public workshops/meetings, door-to-door canvassing, house meetings, established website and/or social media efforts, surveys, focus groups, subcontracts with community-based organizations to conduct outreach, allocation of staff or contractor positions focused on community engagement, and advisory bodies or other shared decision-making bodies.
N. Address the ability to gather and analyze new datasets for public use and benefit as an outcome of the project.
O. Each application must include an Electronic Project Programming Request (ePPR) Form that can be generated at https://calsmart.dot.ca.gov and choosing 'Other' funds option on the general information page. A users guide for generating the ePPR can be found at: https://dot.ca.gov/-/media/dot-media/programs/financial-programming/documents/eppr-instructions-v101-a11y.pdf
For further helps with ePPRs, please email: eppr@dot.ca.gov.
Each Project Programming Request must list Federal, State, and local funding categories by fiscal year. All applicants must demonstrate the ability to absorb any cost overruns and deliver the proposed project with no additional funding from this program beyond that provided in initial grant or cooperative agreement. If the project is a scope addition to a project programmed in an earlier TIRCP cycle the revised PPR must not show supplanting of previously committed non-TIRCP funds.
P. Letters of support for project implementation, including letters from:
- Project partners essential to project implementation
- A Metropolitan Planning Organization (MPO), indicating that the project is consistent with an adopted Sustainable Communities Strategy, or in non-MPO regions, a regional plan to reduce GHG emissions and/or vehicle miles travelled (VMT). (It is not necessary to establish project eligibility for an MPO to indicate its specific support for the project.)
- Regional agency oragencies.
- Members of the community, including representatives of impacted disadvantaged or low- income communities. Letters from community organizations stating their recognition of benefits from the project are encouraged.
- Additional stakeholders relevant to the proposed project.
Q. Description of project elements that are separable or scalable based on available funding. Applicants are encouraged to identify which elements could be funded if the full request cannot be addressed.

\section*{3. Project Evaluation and Project Selection}

Project evaluation will occur within the regular process for evaluating new projects, as described in the main guidelines, with a particular emphasis on identifying the elements of the proposed project development activities that are most likely to successfully advance the project to receive federal funds. Project benefits will be evaluated with less emphasis on quantitative factors, as many of these measures are not required in the application materials.

Project selection by the Secretary will prioritize supporting projects that expect to leverage federal project development funds (for which contingent awards can be provided) or otherwise advance a project or project component to readiness for future federal funding towards construction. Geographic equity will be considered. Applicants are encouraged to have scalable requests to increase the likelihood that projects can receive at least partial support for project development.

\section*{4. Project Reporting}

Project reporting will include milestone and financial reporting similar to regular TIRCP projects, but will not include reporting tied to operational outcomes and quantification results tied to GGRF funding. Project-related reports shall be provided to Caltrans as detailed in the program supplement. Each program supplement provided to an applicant will detail the relevant project reporting requirements specific to the project.

\title{
Addendum 3: Information Specific to the FY 22-23 High-Priority Grade Crossing Improvement and Separation Projects Funding
}

\section*{1. Background and Authority}

As noted in the California State Transportation Agency's (CaISTA) California State Rail Plan, at-grade highwayrail crossings - where the highway and railroad tracks are at the same elevation - pose significant public safety hazards to California's motorists and pedestrians. According to the Federal Railroad Administration (FRA), highway-rail grade crossing incidents, together with incidents caused by trespassing along the railroad right-ofway, account for 94 percent of all rail-related deaths and injuries.

Replacing existing at-grade crossings by constructing grade-separated crossings, whereby either a highway or pathway and a railroad track cross over or under the other at different elevations, significantly increases safety by eliminating potential conflict between trains and highway or pathway users, including vulnerable road users such as bicyclists and pedestrians. Other at-grade crossing safety improvements can include highway traffic signalization, lighting, crossing approach signage, railroad crossing signals, gates, bells, audible warning devices and related methods funded by programs like the California Public Utilities Commission's (CPUC) Section 130 program.

Additionally, multiple studies and reports, such as the California Department of Transportation (Caltrans) Railroad Grade Crossing Report to the California State Legislature (June 2016; responding to Chapter 12, Statutes of 2015 (Assembly Bill 95)) have noted that both grade separations and at-grade improvements can improve freight and passenger rail service (helping create the corridor conditions that support an increase in train frequencies or train speed), making trains more competitive with trucks and passenger vehicles and thereby reducing emissions by encouraging mode shift from trucks and passenger vehicles to rail. In addition, grade separations may reduce greenhouse gas (GHG) emissions by reducing the time vehicles spend idling while waiting for trains to pass through at-grade crossings.

In late-June 2022, the California State Legislature provided \$100 million for Governor Newsom's High-Priority Grade Crossing Improvement and Separation Projects proposal through Assembly Bill 180 (AB 180; Chapter 44, Statutes of 2022), as well as \(\$ 250\) million of local assistance funding to Caltrans for grade separation projects. AB 180 also provides policy direction for CalSTA to implement this High-Priority Grade Crossing Improvement and Separation set-aside funding.

Combined with new funding sources, such as the federal Infrastructure Investment and Jobs Act (IIJA), new federal railroad crossing safety programs such as the FRA's Railroad Crossing Elimination Program, the Caltransadministered state programs such as the Section 130 Railroad-Highway Grade Crossing program and the Section 190 Grade Separation program, and other state programs, High-Priority Grade Crossing Improvement and Separation set-aside funding will continue improving safety at or eliminating at-grade crossings throughout the state.

\section*{2. Purpose, Goals and Objectives}

As directed by AB 180, High-Priority Grade Crossing Improvement and Separation set-aside funding seeks to maximize safety benefits and reduce or eliminate conflicts between road users and railroads, as well as provide state funding to leverage federal investment for grade crossing improvement and separation projects.

This one-time High-Priority Grade Crossing Improvement and Separation set-aside funding is intended to advance projects that align with the California State Rail Plan, the California Freight Mobility Plan (where applicable), as well as the Climate Action Plan for Transportation Infrastructure (CAPTI) climate action and equity goals.

\section*{3. Schedule}

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Reflected in schedule for overall General Fund Guidelines

\section*{4. Funding}

The 2022 Budget includes \(\$ 350\) million in fiscal year 2022-23 for one-time High-Priority Grade Crossing Improvement and Separation set-aside funding ( \(\$ 100\) million CaISTA and \(\$ 250\) million Caltrans). CaISTA and Caltrans intend to award the entire \(\$ 350\) million in a single cycle, although it may hold a funding reserve for purposes of matching future federal awards or select projects that are next in line for funding should projects not receive their full funding as a result of not being selected for federal funding as applied for. A portion of this funding may be awarded and allocated to projects through CaISTA's Port and Freight Infrastructure Program in accordance with the guidelines for that program.

\section*{5. Eligible Applicants}

The following entities are eligible applicants for all projects permitted under this notice:
a. A unit of local government or a group of local governments (including Joint Powers Authorities)
b. A maritime port
c. A metropolitan planning organization (MPO)
d. A federally recognized Native American Tribe
e. A group of entities described in any of paragraphs (a) through (f)

Public agencies may partner with private operators of projects, such as freight railroads, to implement an eligible project. However, one public agency should be clearly identified as the lead agency for entering into contract with CalSTA, including receiving reimbursements of allocated funds and making payments to contractors.

\section*{6. Eligible Projects}

The following highway-rail or pathway-rail grade crossing improvement and separation projects that focus on improving the safety and mobility of people and goods are eligible for High-Priority Grade Crossing Improvement and Separation set-aside funding:
1. Grade separation or closure, including through the use of a bridge, embankment, tunnel, or combination thereof;
2. Track relocation;
3. The improvement or installation of protective devices, signals, signs, or other measures that improve safety, provided that such activities are related to a separation or relocation project described in items (1) or (2);
4. Other means to improve the safety and mobility of people and goods at highway-rail grade crossings (including technological solutions);
5. A group of related projects described in items (1) through (4) that would collectively improve the mobility of people and goods.

For purposes of this one-time High-Priority Grade Crossing Improvement and Separation set-aside funding, the following definitions of key terms apply:
- "Grade Separation or Closure" means an underpass or overpass to eliminate level crossings between railroad and highway users at an existing highway-rail or pathway-rail grade crossing, or the closing of a
highway-rail grade crossing to vehicular, cyclist, or pedestrian traffic.
- "Highway-Rail Grade Crossing" means a location where a public highway, road, street, or private roadway, including associated sidewalks and pathways, crosses one or more railroad tracks at grade.
- "Pathway-Rail Grade Crossing" means a pathway that crosses one or more railroad tracks at grade and that is: (1) explicitly authorized by a public authority or a railroad; (2) dedicated for the use of nonvehicular traffic, including pedestrians, bicyclists, and others; and (3) not associated with a public highway, road, or street, or a private roadway.
- "Track Relocation" means moving a rail line vertically or laterally to a new location in order to eliminate an existing highway-rail grade crossing. "Vertical Relocation" refers to raising above the current ground level or sinking below the current ground level of a rail line. "Lateral Relocation" refers to moving a rail line horizontally to a new location.

High-Priority Grade Crossing Improvement and Separation set-aside funding may be used for developmentphase activities and costs, including planning, feasibility analysis, alternatives analysis, data collection and analysis, environmental review and activities to support environmental review, preliminary engineering and design work, and other preconstruction activities, including the preparation of a data collection and postconstruction analysis plan; and construction, reconstruction, rehabilitation, right-of-way support activities, acquisition of real property (including land relating to the project and improvements to that land), environmental mitigation (including projects to replace or rehabilitate culverts or reduce stormwater runoff for the purpose of improving habitat for aquatic species), construction contingencies, acquisition of equipment (unless otherwise noted in other sections of these guidelines), protection, and operational improvements directly relating to the project. Public-private partnership assessments for projects in the development phase are also eligible costs.

Applicants may apply for multiple projects. However, an applicant submitting multiple project applications must clearly prioritize its project applications.

Projects should be identified in, or consistent with, the California State Rail Plan, an MPO Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS), a local agency transportation plan (including general plan circulation elements), or where applicable, the California Freight Mobility Plan. If a project is listed in an existing transportation plan, where applicable, please provide a project identification number. If a project is not listed in an existing transportation plan, project sponsors are strongly encouraged to attain a letter from an MPO or applicable state agency certifying its consistency with the plan and the process and timeline for amending it into the plan in the future.

Special consideration will be given to grade crossing improvement or separation projects that have been analyzed, evaluated and listed as priorities in the CPUCs Section 130 or Section 190 programs.

Applicants are also encouraged to develop segmenting strategies for the project and prioritize the segments within each project application, if applicable, so that available resources may be awarded to a segment or priority if the full grant request cannot be funded. Applicants must have completed the Planning Approval and Environmental Documents phase and Design phase before allocating funds for the Right-of-Way or Construction phases. Applicants must include realistic timelines for expenditure of funds, as the funding for this grant program requires expenditure or encumbrance and liquidation by June 30, 2027. This timing may be a factor in the segments and components of projects selected for award.

Non-planning or non-project development segments of the project must have independent utility. Applicants may find it helpful to submit a single application that describes a programmatic set of inter-related projects rather than submitting multiple applications. Segmenting and priority-setting within such a programmatic

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application can then be clearly identified, but the narrative describing the goals and outcomes can be shared. Applicants submitting a high-dollar, single application with no scalability or separable project elements may increase the risk of having an uncompetitive project application. At the same time, applicants are advised to submit projects that are scalable where practical.

Projects are also expected to specify federal and state funding programs they are eligible for and assess their competitiveness in seeking funding from one or more such programs. If a High-Priority Grade Crossing Improvement and Separation project(s) is awarded funding contingent on receiving federal or state funding that does not materialize in the expected timeframe, that project(s) may be removed from the program of projects awarded funding so that its funding may be awarded to other applications considered but not selected. In addition, CaISTA may choose to establish a reserve of funds at the time of initial project selection that can be used either (1) to provide additional funding for the highest rated projects that pursue, but to do not receive, federal or state funds from such programs, or (2) to provide funding for additional projects not yet awarded funds.

There is not a set limit on the amount of funding that a project can be awarded, but geographic equity considerations may play a practical role in limiting the amount a given applicant and project could expect.

\section*{7. Project Applications}

Applications will be treated in accordance with Public Records Act requirements and certain information, subject to those requirements, may be publicly disclosed.

Each project application must include a cover letter signed by an authorized official, with signature authorizing approval of the application. The cover letter must clearly identify the project sponsor agency or agencies.

Each project application shall include a one-page or two-page fact sheet describing the project scope, map of the project locations(s), cost, schedule, and benefits, which also includes a brief narrative of how the project would advance the High-Priority Grade Crossing Improvement and Separation set-aside funding purpose, goals and objectives (Section 2 - Purpose, Goals and Objectives). The fact sheet should be written in "plain language" so a non-technical audience can understand it. It also must include high-quality project pictures or renderings of before and after project development, and the nominating agency or agencies logo(s). The fact sheet may be posted on the CaISTA website.

The project application shall also include:
1) Project title
2) Overview: Include a brief, one to three paragraph, non-technical description of the project. The description should focus on how the project will advance the purpose, goals and objectives for this High-Priority Grade Crossing Improvement and Separation set-aside funding (Section 2 - Purpose, Goals and Objectives) and explain the public benefits of completing the project. It should include a brief project background, the project purpose, and the need for the project.
3) Map (or maps) of the project location.
4) Project priority (if submitting multiple nominations).
5) Project scope.
6) Project costs: Documentation of the basis for the costs must be cited in the project application and additional detail made available upon request. The application should identify:
A. Cost estimates escalated to the year of proposed delivery. Only cost estimates approved by the implementing agency's Chief Executive Officer or their delegate should be used.
B. The amount and source of funds committed to the project, as well as any funding being pursued from other programs (such as federal Infrastructure Investment and Jobs Act (IIJA) funding or another state program) but not yet awarded. If financing is proposed for a portion of the project, indicate the repayment source(s). If there is a large portion of uncommitted or unfunded cost, applicants must explain their plan for obtaining funds and the level of commitment they have towards receiving those funds. The risk of stranded investment will be taken into consideration when selecting projects.
C. The amount of High-Priority Grade Crossing Improvement and Separation set-aside funds requested. High-Priority Grade Crossing Improvement and Separation set-aside funding cannot be used to supplant other committed funds. If any other project elements are eligible for state or federal funding from other programs, also indicate the project scope and cost that is eligible.
7) Project schedule including benefits reporting, the project's current status at the time of application submission and the actual or target completion dates of all major delivery milestones. Identify all potential risks and constraints to delivery of major milestones, including environmental milestones.
8) Project benefits, including (if applicable) an explanation of how the project will provide employment and workforce development and training benefits to the community, particularly to priority populations. This explanation should be accompanied by a Community Workforce Agreement, Project Labor Agreement, or some other agreement made between the applying agency and unions, community-based organizations, or other partners.
9) Independent utility: A project requesting construction funds must have independent utility. If the application is requesting funds for construction and proposing a project segment, then in no more than two paragraphs, explain why the project is being segmented, and why the proposed segment has independent utility.
10) Explanation and evidence of consistency with the California State Rail Plan, an MPO Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS), a local agency transportation plan (including general plan circulation elements), or where applicable, the California Freight Mobility Plan: If a project is listed in an existing transportation plan, where applicable, please provide a project identification number. If a project is not listed in an existing transportation plan, project sponsors are strongly encouraged to attain a letter from an MPO or applicable state agency certifying its consistency with the plan and the process and timeline for amending it into the plan in the future. The project does not need to be listed in the RTP/SCS project list to be eligible.
11) Letters of Support for project implementation, such as letters from:
A. Railroads or Transit Agencies.
B. Project partners essential to project implementation.
C. An MPO or RTPA, indicating that the progject is consistent with an RTP, an adopted SCS, or in non-MPO regions, a regional plan to reduce greenhouse gas emissions and/or vehicle miles traveled.
D. Regional or local agency or agencies.
E. Ports.
E. State agencies.
F. Members of the community, including representatives of impacted disadvantaged or lowincome communities (consistent with the objectives of SB 535 and AB 1550). Letters from community
organizations stating their recognition of benefits from the project are encouraged.
G. Additional stakeholders relevant to the proposed project.
12) Statement and Documentation of Project Readiness: Indicate the readiness of the project, including information on completion of federal and/or state environmental clearance, as applicable.

\section*{8. Project Evaluation Criteria}

The criteria below must be addressed. If a criterion is not addressed, it may reduce the likelihood a project will receive High-Priority Grade Crossing Improvement and Separation set-aside funds. Include a separate paragraph (or paragraphs) addressing each of the following criteria:
A. Maximize safety benefits and reduce or eliminate conflicts between road users and railroads

CaISTA will assess the project's ability to foster a safe transportation system for the movement of goods and people, with special emphasis given to those projects that contribute to reduction in fatalities and serious injuries across the transportation system. Such considerations will include, but are not limited to, the extent to which the project improves safety at highway-rail grade or pathway-rail crossings, reduces or eliminates conflicts between road users (including vulnerable road users such as bicyclists and pedestrians) and railroads, reduces incidences of rail-related trespassing, and upgrades infrastructure to achieve a higher level of safety.

Project sponsors should articulate, and quantify to the extent possible, hazards at existing at-grade crossings related to their proposed projects that may include information about the history of death or serious injuries occurring at the crossing, vehicle, train and active transportation traffic volumes, grade crossing geometry and other factors; project sponsors should explain how their proposed projects will reduce or eliminate the hazards they have identified.

Special consideration will be given to grade crossing improvement or separation projects that have been analyzed, evaluated and listed as priorities in the CPUC Section 130 or Section 190 programs.

\section*{B. Climate change and sustainability}

CaISTA will assess the project's ability to reduce the harmful effects of climate change and anticipate necessary improvements to prepare for extreme weather events. Such considerations will include, but are not limited to, the extent to which the project reduces emissions, promotes energy efficiency, increases resiliency, and rehabilitates existing infrastructure.

Both grade separations and at-grade improvements can improve passenger rail service (increasing train frequencies or train speed), making trains more competitive with vehicles and thereby reducing emissions by encouraging mode shift from vehicles to rail. Project sponsors are encouraged to provide qualitative and quantitative information regarding how their proposed projects will reduce GHG emissions.

\section*{C. Promote transportation equity}

CaISTA seeks to award projects that provide a direct, meaningful, and assured benefit to disadvantaged communities and priority populations, consistent with the objectives of SB 535 and \(A B 1550\). Applicants should also demonstrate how their projects are consistent with the CaISTA's Statement on Racial Equity, Justice and Inclusion in Transportation, including projects that will help achieve a cleaner, safer, and more accessible and connected future.

Scoring in this area will assess the project's ability to address equity and barriers to opportunity. Such considerations will include, but are not limited to, the extent to which the project improves or expands
transportation options, or mitigates the safety risks and detrimental quality of life effects that rail lines can have on communities. Equity impacts such as direct and indirect displacement of businesses and residents, light, air quality, noise, safety, and accessibility will be considered. For projects located entirely outside of disadvantaged communities, applicants should demonstrate a clear nexus to how the project will reduce the impacts on disadvantaged communities. If impacts (positive and/or negative) to passenger travel are expected to be realized, the nature of such impacts and how they may be realized and mitigated through the proposed project must be described.

Applicants should also demonstrate how meaningful public engagement and discussions around equity impacts shaped the project application. Please include summaries of reference materials as applicable. For projects seeking pre-construction funding, applicants should articulate how the public, including disadvantaged communities and priority populations, have been and/or will be meaningfully engaged in the project development process. Describe any input and feedback received from the community and if the feedback is included in the project scope. Furthermore, applicants will be evaluated according to how the project will provide employment and workforce development and training benefits to the community, particularly to priority populations.

\section*{D. Funding match and leveraging federal and state funding and innovative financing}

The High-Priority Grade Crossing Improvement and Separation set-aside funding does not have a minimum match requirement, but a substantial committed federal, state, local, regional or private match is desirable and will be considered in the project's evaluation for the award of funds. In particular, indicating the manner in which the project funding plan achieves minimum match requirements for other programs such as Section 190 or federal requirements must be addressed if such requirements are related to the funding sources proposed for the project.

Project sponsors should also articulate how funding will be used to leverage the maximum amount of federal funding and financing available to California through the Infrastructure Investment and Jobs Act (IIJA), or other subsequent federal actions, federal infrastructure credit programs and state programs, such as the California Infrastructure Bank. Where applicable, project sponsors are strongly encouraged to articulate how they will achieve the equity outcomes outlined in federal programs where they are seeking funding (e.g., the Multimodal Project Discretionary Grant Opportunity (MPDG) for the INFRA and MEGA programs or the FRA's Railroad Crossing Elimination Program).

CaISTA will consider approving High-Priority Grade Crossing Improvement and Separation set-aside funds either in advance of the normal program adoption schedule, or as a contingent award during the normal adoption schedule, for projects that are both eligible for High-Priority Grade Crossing Improvement and Separation setaside funding and are also planned to be submitted to the federal government for federal discretionary (grant) funding. Advance funds will be considered when the applicant can demonstrate significant benefits as defined in these guidelines and rely on High-Priority Grade Crossing Improvement and Separation set-aside funds as a non-federal match in a federal grant application to increase the competitiveness of the project. CaISTA must be given a reasonable amount of time to adequately review the project and analyze potential impacts on the program. The federal grant must be awarded before any advance funds will be allocated to the project.

\section*{E. Consistency with existing plans and project readiness}

Projects will be evaluated on their consistency with the California State Rail Plan, an MPO Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS), a local agency transportation plan (including general plan circulation elements), or where applicable, the California Freight Mobility Plan, as one measure of project readiness. In addition, projects will be evaluated as to the status of overall project readiness, including completion of or plan to complete necessary environmental clearance, permitting actions, design, right of way acquisition and utility relocation. A primary evaluation metric will be the plan for expending all
state funds by June 30,2027 , and the risk mitigation plan if the timeline is exceeded (including explaining how other funds are available to complete the project if expenditures extend beyond that date).

Special consideration will be given to grade crossing improvement or separation projects that have been analyzed, evaluated and listed as priorities in the CPUCs Section 130 or Section 190 programs.

\section*{9. Project Selection Process, Programming, Allocations and Project Delivery, Reporting and Administration}

Unless High-Priority Grade Crossing Improvement and Separation set-aside funding is awarded and allocated through CalSTA's Port and Freight Infrastructure Program, the project selection process, programming, allocations and project delivery, reporting and administration of High-Priority Grade Crossing Improvement and Separation set-aside funding will be implemented under provisions that govern the Transit and Intercity Rail Capital Program.

\section*{Attachment 1: CCI Funding Guidelines for Administering Agencies}

\section*{Investments to Benefit Disadvantaged Communities and Low-Income Communities and Households}

The California Air Resources Board (CARB) released the "Funding Guidelines for Agencies Administering California Climate Investments" (Funding Guidelines) on August 30, 2018.

The 2018 Funding Guidelines provide flexibility in implementing a diverse set of investments while maintaining transparency of outcomes and ensuring meaningful community benefits from these investments. These guidelines align with the Legislature's priorities found in AB 398 and Fiscal Year (FY) 2017-18 appropriations. These guidelines reflect the increasingly important role of California Climate Investments in facilitating the reduction of greenhouse gases while also reducing air pollution, helping communities adapt to the impacts of climate change, and providing meaningful benefits to disadvantaged communities, low-income communities, and low-income households (also referred to as "priority populations"), among other statutory requirements.

CARB collaborates with agencies that administer California Climate Investments programs to develop individual targets for each program to drive investments that achieve direct and meaningful benefits to priority populations and help ensure that statutory requirements are met, which are described in \(A B\) 1550.

Additional information can be found at the following CARB websites:
https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies

\section*{Attachment 2: Quantification Methodology and Co-Benefit Assessment Methodology}

\section*{CCI Quantification and Reporting Materials}

Administering agencies must use the Funding Guidelines with the resources provided by CARB to develop effective programs and demonstrate compliance with program requirements.

Resources include Quantification Methodologies (QMs) and Calculator Tools for estimating greenhouse gas (GHG) emission reductions and co-benefits; Benefit Criteria Tables (BCTs) for determining benefits to priority populations; and Reporting Templates for reporting outcomes.

CARB staff developed the TIRCP QM and associated Calculator Tool to provide guidance for estimating the GHG emission reductions and selected co-benefits for each proposed project type. The calculator tool automates methods described in the QM document, outlines documentation requirements, and provides a link to a step-by-step user guide with project examples. Projects will report the total project GHG emission reductions and co-benefit estimated using the TIRCP Calculator tool as well as the total project GHG emission reductions per dollar of GGRF funds.

Using many of the same inputs required to estimate GHG emission reductions, the TIRCP Calculator Tool will estimate the following co-benefits and key variables from TIRCP projects
- ROG emission reductions (Ibs),
- NOx emission reductions (lbs),
- PM2.5 emission reductions (lbs),
- Diesel PM emission reductions (lbs),
- Passenger VMT reductions (miles),
- Fossil fuel use reductions (gallons),
- Fossil fuel energy use reductions (kWh),
- Passenger travel cost savings (\$), and
- Energy and fuel cost savings (\$).

Additional co-benefits for which CARB assessment methodologies were not incorporated into the TIRCP Calculator Tool may also be applicable to the project. Applicants should consult the TIRCP guidelines, solicitation materials, and agreements to ensure they are meeting TIRCP requirements. All CARB co-benefit assessment methodologies are available at: https://ww2.arb.ca.gov/resources/documents/cci-methodologies

Reporting templates are developed specifically for each program within California Climate Investments. These templates are used by TIRCP staff to report on outcomes from all projects funded by TIRCP.

Note: Quantification methods have been developed specifically for each GGRF programs and are not intended for use in other programs.

Additional information can be found at the following CARB website:
https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials

\section*{Co-benefit Assessment Methodology}

California Climate Investments support the State's climate change goals and provide many additional benefits to individuals, households, businesses, and communities. These "co-benefits" include social, economic, and environmental benefits. CARB provides guidance on quantification methods and reporting to administering agencies. CARB contracted with the University of California, Berkeley (UC Berkeley) to help research and develop methods for evaluating project co-benefits. Guidance on using the co-benefit assessment methodologies is contained in CARB's Funding Guidelines.

The co-benefits were prioritized based on administering agency input and broad applicability to California Climate Investments programs. UC Berkeley first reviewed the scientific data to determine if methods could be developed and summarized the findings in literature reviews. Next, UC Berkeley and CARB developed Co-benefit Assessment Methodologies where feasible. CARB solicited public comment on draft versions in Spring 2018 prior to posting final Co-benefit Assessment Methodologies. CARB may review and update assessment methodologies periodically based on new or evolving project types; new legislation; available resources; new scientific developments or tools, or modifications in the analytical tools or approaches upon which the methodologies were based; or input from administering agencies or the public.

The California Air Resources Board is updating the Co-benefit assessment methodology. See the following website for the final methodology.
https://ww2.arb.ca.gov/resources/documents/cci-methodologies

\section*{Attachment 3: Benefit Criteria Tables}

\section*{CCI Benefit Criteria Tables}

TIRCP uses the Sustainable Transportation Benefit Criteria Table developed by CARB to ensure that programs meet the minimum levels of investments to projects that benefit residents of disadvantaged communities, low-income communities, and low-income households, collectively referred to as "priority populations".

All projects counting toward the statutory investment minimums must be located within an identified community and benefit individuals living within that community, or directly benefit residents of low-income households anywhere in the State. Administering agencies must determine if a project meets the criteria for providing direct, meaningful, and assured benefits to priority populations using the following evaluation approach:
Step 1: Identify the Priority Population(s). Be located within a census tract identified as a disadvantaged community or low-income community, or directly benefit residents of a low-income household.
Step 2: Address a Need. Meaningfully address an important community or household need for the disadvantaged community, low-income community, or low-income household.
Step 3: Provide a Benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address the identified need.

Only investments that meet these criteria will be counted toward achieving the statutory investment minimums identified for priority populations. Administering agencies can fund projects that otherwise provide meaningful benefits, but do not meet these criteria; however, those projects will not be counted toward investment minimums.

\title{
Attachment 4: California Transportation Commission - Transit and Intercity Rail Capital Program Allocation Policy Resolution G-20-61
}
[This policy is currently under review for potential revisions that will apply to allocations after the point of adoption.l

\section*{CALIFORNIA TRANSPORTATION COMMISSION \\ TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM ALLOCATION POLICY Resolution G-20-61}

In accordance with Public Resources Code 75220(C), the California Transportation Commission (Commission) shall allocate funding to applicants pursuant to the program of projects approved by the California State Transportation Agency (CalSTA) for the Transit and Intercity Rail Capital Program. The Commission recognizes that the approved program of projects is expressed in more detail with regards to project component, phase and fiscal year of implementation in the Transit and Intercity Rail Capital Program Allocation Plan (which is regularly updated as approved projects progress through development). These two documents are collectively referred to here as the "Program." Allocations made by the Commission follow the timely use of funds provisions that are consistent across all funding programs under the Commission's purview.

To provide consistency in the programming of state transportation funds, the total award to each project component should be listed in the Transit and Intercity Rail Capital Program in the fiscal year(s) in which the project component will be implemented. If a project is expected to require multiple contracts for any component, each contract should be programmed separately. All project allocation requests that come before the Commission must be consistent with the Program.

The following describes how the Commission intends to manage Transit and Intercity Rail Capital Program allocations:
1. Allocations will be made to the full programmed amount for each project component. If a project will require multiple construction contracts, allocations will be made to the full programmed amount for each contract. The Commission will consider the allocation of funds for a project when it receives an allocation request with a recommendation from the California Department of Transportation (Caltrans). The recommendation should include a determination of project readiness, the availability of appropriated Transit and Intercity Rail Capital Program funding, and the availability of all other committed funding. Funds allocated for project development or right-of-way costs must be expended by the end of the fiscal year of allocation plus two additional fiscal years, unless a longer time-frame is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. Allocations for award are valid for six months from the date of allocation unless otherwise indicated at the time of allocation or the Commission approves a time extension subsequent to the allocation. For funds allocated for construction, including rolling stock procurement, the implementing agency has up to 36 months after the award of a contract, to complete (accept) the contract unless a longer time-frame is requested at the time of allocation or the Commission approves a time extension subsequent to the allocation. The implementing agency must submit a final invoice to Caltrans no later than 180 days after contract acceptance.
2. The Commission will approve the allocation if the funds are available and the allocation is necessary to implement the project or project component included in CaISTA's approved 5-Year Transit and Intercity

Rail Capital Program. For projects that are ready to advertise, the Commission expects Caltrans to certify that a project's plans, specifications and estimates are complete, environmental and right-of-way clearances are secured, and all necessary permits and agreements (including railroad construction and maintenance) are executed. For the procurement of rolling stock, the Commission may consider the exercising of an option or the certification of funds for contract elements as meeting the milestone for contract award provided that the agency is under no contractual obligation to pay any funds or penalty if the option is not exercised or the funds not certified. Construction allocations for projects or project components not ready for advertisement will not be placed on the Commission's agenda for allocation approval. In compliance with Section 21150 of the Public Resources Code, the Commission will not allocate funds for design, right-of-way, or construction prior to documentation of environmental clearance under the California Environmental Quality Act. As a matter of policy, the Commission will not allocate funds for design, right-of-way, or construction of a federally funded project prior to documentation of environmental clearance under the National Environmental Policy Act. The implementing agency must not award the contract for a project or project component until the Commission has allocated the funds for the project. Any changes to the scope of a project or project component after the allocation of funds to the project or project component must be approved in advance by the Commission.
3. CaISTA may change the timeline for the allocation of a project component based on changes in project delivery needs. These changes will be communicated in updates to the Program. The Commission may grant the extension of a deadline for award of a contract, for expenditures for project development or right-of-way, for project completion, and for project reimbursement. The Commission may grant a deadline extension if it finds that an unforeseen and extraordinary circumstance beyond the control of the agency has occurred that justifies the extension. The extension will not exceed the period of delay directly attributable to the extraordinary circumstance, and in no event will be longer than 20 months. All requests for project delivery deadline time extensions shall follow the Caltrans time extension process in order to be included in the Commission's agenda. The extension request should describe the specific circumstance that justifies the extension and identify the delay directly attributable to that circumstance. Caltrans will review all time extension requests and make a recommendation to the Commission for approval.
4. Caltrans is responsible for managing the cash flow needed to match the Transit and Intercity Rail Capital Program's resources to projects or project components that have received Commission allocations, in accordance with the terms of CaISTA delegated authority and approval.
5. After allocation, Caltrans is responsible for managing project delivery and reimbursements in cooperation with the implementing agencies, in accordance with the terms of CaISTA delegated authority and approval.

DATE: June 23, 2023
TO: Board of Directors
FROM: Chuck Farmer, CFO
SUBJECT: CONSIDERATION OF DECLARING VEHICLES AND/OR EQUIPMENT AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION

\section*{I. RECOMMENDED ACTION}

That the Board of Directors approve a resolution declaring vehicles and/or obsolete equipment as ready for disposal or auction and direct the CEO to dispose of the surplus item in conformance with METRO's Administrative Policy Number AP-2020 - Fixed Assets and Inventoried Items.

\section*{II. SUMMARY}
- In accordance with Santa Cruz Metropolitan Transit District's (METRO's) policy on disposal of fixed assets, at least once per year Finance Department management shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- Vehicles, property and/or equipment have exceeded their useful lives and are no longer needed by METRO.
- Staff recommends that the Board of Directors approve the resolution for the disposal or auction of excess property (Attachment A) and declare the item(s) listed in Exhibit A as excess and direct staff to use appropriate action for disposal.

\section*{III. DISCUSSION/BACKGROUND}

In preparation for the implementation of a new ERP system at METRO, historical capital asset records are currently being reviewed and reconciled by staff in order to ensure that complete and accurate data will be exported to the new accounting system. Three capital items have been deemed as obsolete, identified in the Excess Vehicle \& Equipment Listing (Exhibit A):
- Bus Engine - John Deere, Veh. 2303: no. 5543
- Bus Engine - Used, Spare CNG, EN148: no. 6602
- Trapeze Scheduling Software: no. 5077

The assets recommended for disposal are fully depreciated, so there is no financial obligation to a granting agency with regard to the recommended disposal. METRO no longer has a need for the assets listed in Exhibit A; therefore, it is recommended that they be disposed of at this time.
The disposition of these assets has been coordinated with management and staff in processing them for disposal, recycling or auction, if appropriate.

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

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

This report pertains to Financial Stability, Stewardship, \& Accountability.

\section*{V. FINANCIAL CONSIDERATIONSIIMPACT}

The estimated total gross market value of the assets included in the disposal list is approximately \$-0-. These assets have reached the end of their useful life and are obsolete. There is minimal financial impact as a result of these disposals.

Any revenue generated from the sale of equipment or inventory is recorded in the District's general ledger, to account 407090-100 "Gain/Loss on Disposal of Assets."

\section*{VI. CHANGES FROM COMMITTEE}

N/A

\section*{VII. ALTERNATIVES CONSIDERED}
- Keep the assets in the capital asset inventory. Staff does not recommend this alternative because the items have exceeded their useful life and/or are costprohibitive to repair and/or are no longer in use.

\section*{VIII. ATTACHMENTS}

Attachment A: Resolution to Approve the Disposal or Auction of Excess Assets
Exhibit A: Excess Vehicle \& Equipment Listing - as of June 23, 2023

Board of Directors
June 23, 2023
Page 3 of 3

\section*{IX. APPROVALS:}

Approved as to fiscal impact: Chuck Farmer, CFO

Michael Tree, CEO/General Manager


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\title{
Attachment A
}

\title{
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:

\section*{RESOLUTION TO APPROVE THE DISPOSAL OR AUCTION OF EXCESS ASSETS}

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

WHEREAS, all such assets must be managed, used, and disposed of in accordance with applicable laws and regulations; and

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

WHEREAS, the acquisition cost of each item identified as excess is greater than \$5,000; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, that it hereby resolves, determines and orders as follows:
1. The following assets are declared excess property on the Excess Vehicle \& Equipment Listing as of 06/23/2023, "Exhibit A" and may be disposed of or auctioned as such:
a. "Bus Engine - John Deere, Veh. 2303: no. 5543";
b. "Bus Engine - Used, Spare CNG, EN148: no. 6602";
c. "Trapeze Scheduling Software: no. 5077"

\section*{Attachment A}

Resolution No.
Page 2 of 3

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on June 23, 2023, by the following vote:
```

AYES: DIRECTORS -

```
NOES: DIRECTORS -
ABSENT: DIRECTORS -
ABSTAIN: DIRECTORS -

\section*{APPROVE:}

SHEBREH KALANTARI-JOHNSON
Board Chair
ATTEST:

MICHAEL TREE
CEO/General Manager

\section*{APPROVED AS TO FORM:}

JULIE SHERMAN
General Counsel

\section*{Attachment A}

Resolution No.
Page 3 of 3

\section*{EXHIBIT A, SANTA CRUZ METROPOLITAN TRANSIT DISTRICT RESOLUTION NO. \\ \(\qquad\)}

SANTA CRUZ METROPOLITAN TRANSIT DISTIRCT EXCESS VEHICLE \& EQUIPMENT LISTING AS OF 06/23/2023
(Attached)
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{14}{|l|}{SANTA CRUZ METROPOLITAN TRANSIT DISTRICT} \\
\hline \multicolumn{14}{|l|}{EXCESS VEHICLE \& EQUIPMENT LISTING AS OF 06/23/2023} \\
\hline Vehicle or Asset Tag \# & Description & Acquisition Date & \multicolumn{2}{|l|}{Total Cost} & \multicolumn{2}{|l|}{Accumulated Depreciation} & \multicolumn{2}{|l|}{Net Book Value} & \multicolumn{2}{|l|}{Estimated Market Value} & Reason for Disposal & Condition & VIN / SN \\
\hline 5543 & BUS ENGINE - JOHN DEERE, VEH 2303 & 3/1/2008 & \$ & 38,217 & \$ & 38,217 & \$ & - & \$ & - & Decommissioned & POOR & N/A \\
\hline 6602 & BUS ENGINE - USED 8.9 SPARE CNG, EN148 & 7/1/2016 & \$ & 6,855 & \$ & 6,855 & \$ & - & \$ & - & Decommissioned & POOR & N/A \\
\hline 5077 & TRAPEZE SCHEDULING SOFTWARE & 12/17/2004 & \$ & 91,102 & \$ & 91,102 & \$ & - & \$ & - & Replaced system & FAIR & N/A \\
\hline & & & & & & & & & & & & & \\
\hline & & & & & & & & & & & & & \\
\hline & & & & & & & & & & & & & \\
\hline
\end{tabular}

Exhibit A

\title{
Santa Cruz Metropolitan
}

Transit District

DATE: June 23, 2023
TO: Board of Directors
FROM: Dawn Crummié, Human Resources Director

\section*{SUBJECT: FY24 RENEWAL OF EXCESS WORKERS' COMPENSATION INSURANCE THROUGH PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM)}

\section*{I. RECOMMENDED ACTION}

That the Board of Directors authorize the renewal of excess workers' compensation insurance administered by Public Risk Innovation, Solutions, and Management

\section*{II. SUMMARY}
- The Santa Cruz Metropolitan Transit District (METRO) carries excess workers' compensation insurance through Public Risk Innovation, Solutions, and Management (PRISM).
- The final premium for excess workers' compensation insurance for FY24 is \(\$ 211,419\). Minus a FY22 final audit credit of \(\$ 15,015\), the total due for FY24 is \$196,403.
- Staff recommends that the Board of Directors (Board) authorize payment to PRISM in the amount of \(\$ 196,403\) for participation in the FY24 excess workers' compensation insurance.

\section*{III. DISCUSSION/BACKGROUND}

PRISM, formerly known as California State Association of Counties Excess Insurance Authority (CSAC EIA), is a Joint Powers Authority (JPA) formed in 1979 by an assortment of California counties and public agencies for the sole purpose of finding cost-effective insurance solutions and risk management services for its members. METRO has been a member of PRISM since 200.3, when it began carrying its Excess Workers' Compensation Insurance for individual worker's compensation claims exceeding \(\$ 350,000\). PRISM has a contract with Alliant for broker services, which is periodically evaluated and renewed.

PRISM's final premium for FY24 is \(\$ 211,419\). This premium is based on METRO's estimated 2023/24 payroll and METRO's workers' compensation claim experience in past years.

PRISM's final premium proposals for the 2019/20, 2020/21, 2021/22 and 2022/23 fiscal years were \(\$ 157,520, \$ 144,759, \$ 175,613\), and \(\$ 181,528\), respectively. See Attachment B for a history of annual premiums.

Staff recommends that the Board authorize payment to PRISM for the final FY24 premium amount of \(\$ 211,419\). The FY21/22 payroll audit adjustment is \((\$ 15,015)\), so the final collectible is \(\$ 196,403\).

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

This report aligns with the following Strategic Priorities:
- Safety First Culture
- Financial Stability, Stewardship \& Accountability

\section*{V. FINANCIAL CONSIDERATIONS/IMPACT}

The FY24 final premium has increased from last year's final premium by 16.47\%.
Funds to support this contract are paid out of operating expenses from the G/L Account 502081, Workers' Compensation. Costs are billed to departments based on number of employees in the department.

\section*{VI. CHANGES FROM COMMITTEE}

N/A

\section*{VII. ALTERNATIVES CONSIDERED}

None. METRO is legally obligated to provide Workers' Compensation Insurance to its employees, and pricing through PRISM is more favorable than what METRO could obtain on its own due to economies of scale.

\section*{VIII. ATTACHMENTS}

Attachment A: \(\quad\) 2023/24 Final Premium Estimate from PRISM
Attachment B: History of Annual Premiums

Prepared by: Joan Jeffries, Purchasing Manager

Board of Directors
June 23, 2023
Page 3 of 3

\section*{IX. APPROVALS}

Dawn Crummié, Human Resources Director


Approved as to fiscal impact: Chuck Farmer, CFO

Michael Tree, CEO/General Manager

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Attachment A
audit credit of \(\$ 15,015\).
9.12A. 1

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\section*{Attachment B}


History of METRO's Annual Costs for Excess Workers' Compensation Insurance through PRISM
\begin{tabular}{|c|c|}
\hline Term & Final Premium \\
\hline \(2019 / 20\) & \(\$ 157,520\) \\
\hline \(2020 / 21\) & \(\$ 144,759\) \\
\hline \(2021 / 22\) & \(\$ 175,613\) \\
\hline \(2022 / 23\) & \(\$ 181,528\) \\
\hline \(2023 / 24\) & \(\$ 211,419\) \\
\hline
\end{tabular}
9.12B. 1
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DATE: June 23, 2023
TO: Board of Directors
FROM: Chuck Farmer, CFO

\title{
SUBJECT: CONSIDERATION OF AUTHORIZING THE CEOIGENERAL MANAGER TO NEGOTIATE A LEASE AGREEMENT FOR 809 W. BEACH STREET, WATSONVILLE, CA - UPDATED RENTAL AMOUNT
}

\section*{I. RECOMMENDED ACTION}

That the Board of Directors authorize the Santa Cruz METRO CEO/General Manager to negotiate and sign a multi-year lease agreement for the property located at 809 W. Beach Street in Watsonville, CA for the sole purpose of an overflow parking lot, staging area, and possible temporary relocation of ParaCruz operations. - UPDATE, increase in costs of \$200,000

\section*{II. SUMMARY}

Board of Directors to authorize CEO/General Manager to negotiate a multi-year lease agreement for the sole purpose of parking and storing vehicles, and possible temporary relocation of Para Cruz operations until the Soquel Park and Ride ParaCruz Facility is complete. This is an update to the March 2023 Board meeting requesting an additional \(\$ 200,000\) due to the expected increase in rent.

\section*{III. DISCUSSION/BACKGROUND}

METRO is expecting a significant delivery of buses, and is diversifying the fleet to include new zero emission bus technology with Hydrogen Fuel Cell (HFC) buses, as well as add 10 compressed natural gas (CNG) articulated buses and 5 electric buses. This includes a new hydrogen fueling station that will require a minimum of 8 parking spaces from existing bus parking once installation is completed at Judy K. Souza Operations Facility (JKS). Additionally, our transit centers at Pacific Station and Watsonville anticipate going under construction over the next few years, to include new transit centers with affordable housing; this will result in building materials, equipment, etc. having to be stored elsewhere. The Soquel Park and Ride will be developed for ParaCruz and housing in the near future and all current materials will need to be moved to this staging lot. With all these major projects occurring during the same timeframe over the course of a few years or more, METRO needs additional space to store its existing fleet and incoming vehicles, hold buses prior to release for auction, and to act as a temporary staging location to continue our operations and create overflow space during the anticipated redevelopments.

METRO's existing properties are at maximum capacity, with no alternative lots available within Santa Cruz to hold METRO's fleet and equipment. Research in Watsonville has identified a 3.36 acre property available for lease at 809 W Beach Street, within one mile of the Watsonville Transit Center. This lot is equivalent in size to the JKS Operations Lot and Maintenance Yard Lot combined.

The proposed lot provides a location to stage buses during the redevelopment and construction phases for Pacific Station, Watsonville and ParaCruz Facilities, as well as stage buses ready for auction. Using the lot for bus parking will create space at JKS to build a hydrogen fuel cell (HFC) fueling station and park the additional 10 articulated buses. The size of the lot provides ample space for a temporary mobile modular building for ParaCruz operations should ParaCruz be temporarily relocated.

This new facility helps support (1) the building of 175+ housing units on METRO property by providing a staging and parking area for construction; and (2) a staging and parking area for the construction of a HFC fueling station and the decommission of old buses as we move to zero emission buses.

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}
1. Service Quality and Delivery
2. Employee Engagement: Attract, Retain and Develop
3. State of Good Repair

\section*{V. FINANCIAL CONSIDERATIONSIIMPACT}

UPDATE - the expected rent is higher than the original March 2023 Board approved spending limit. An unexpected renter offered \$15,000 and 7 years so in order for METRO to get the property, METRO will need to match the rent offer but not the term.

The requested expenditure authority is \(\$ 700,000\). This funding will cover the annual lease for the property for 2 years with a 1 year possible extension and any one-time cleanup costs/permits not to exceed \(\$ 100,000\). Funding is available in the Operating and Capital Reserve Fund account, and is budgeted in FY24. Funding will be scheduled and included in the FY25 and FY26 budgets as this contract period will begin the September 2023.

\section*{Ongoing Costs Breakdown:}

Annual expenses will include the costs of renting the property which is expected to be roughly \(\$ 15,000\) per month. Other costs not included in the monthly rent include electricity, gas, sewer, water, insurance and annual taxes/levy assessment. These costs are expected to range from \(\$ 2,000\) to more than \(\$ 5,000\) depending on the future use of the site.

\section*{VI. CHANGES FROM COMMITTEE}

N/A

\section*{VII. ALTERNATIVES CONSIDERED}
- There were no properties in Santa Cruz County that met the requirements for METRO.
- Property research in Watsonville identified several comparable lots for size, location, accessibility and cost, yet none met all of METRO's criteria.
- Doing nothing is not advised. METRO has maximized the use of its existing footprint leaving no additional space for the new HFC fueling station or the increased number of longer articulated buses, nor space for maintaining operations during multiple site construction projects. Continuing to operate under existing conditions will result in bus overflow parking on the city streets. This increases risk of safety to METRO employees and the public, and increases risk of vandalism and destruction to the buses.
- ParaCruz needs a temporary location due to the expiring lease and no timeline for the new construction.

\section*{VIII. ATTACHMENTS}

Attachment A: Watsonville Property Details - Presentation
Attachment B: Watsonville Staff Report from March 2023 Board Meeting

Prepared by: Chuck Farmer, CFO

Board of Directors
June 23, 2023
Page 4 of 4
IX. APPROVALS

Chuck Farmer, CFO

Approved as to fiscal impact: Kristina Mihaylova, Deputy Finance Director

Michael Tree, CEO/General Manager

Watsonville Parking Lot and
Staging Location
Chuck Farmer
CFO
Watsonville Parking Lot and Staging Location
- Receiving 5 Electric Buses and 10 CNG Artics
- Building a Hydrogen (HFC) fueling station at JKS
- Development of Pacific Station, Watsonville Station and
Soquel Park and Ride
- Current facilities do not have room for the influx of buses
and equipment
- Second location was searched for Parking and Staging
- Parking for up to 30 buses plus ParaCruz
- Lease only
- After 1 year, a location was found after multiple searches

Attachment A
\[
\begin{aligned}
& \text { Overflow for Buses as we deliver } 5 \text { electric and } 10 \text { artic buses } \\
& \text { Staging for equipment and materials during construction of } \\
& \text { Pacific Station, Watsonville Station, Soquel Park and Ride } \\
& \text { Temporary location for Buses when the Hydrogen (HFC) } \\
& \text { fueling station is installed at JKS } \\
& \text { Staging location for Bus Shelters and other equipment as } \\
& \text { needed }
\end{aligned}
\]

Attachment A
\begin{tabular}{|c|c|c|}
\hline \multicolumn{3}{|l|}{\multirow[b]{2}{*}{}} \\
\hline & & \\
\hline
\end{tabular}

Attachment A


Attachment A

\section*{Location Details - Continued}


Attachment A


\[
\text { Pros and Cons of Property }
\]
Pros:
- Ideal Location, Availability, Cost, Size
- Increases parking and storage during construction without compromising
service
- Serve as a backup location should something happen at our Santa Cruz
location
- Lot can be used to move ParaCruz if the Soquel Park and Ride is not
Complete by the time the lease runs out in Capitola
- Incremental spending for the location
- Permitting and site preparation are sunk costs (one time)


DATE: March 24, 2023
TO: Board of Directors
Santa Cruz Metropolitan
Transit District

FROM: Chuck Farmer, CFO

\section*{SUBJECT: CONSIDERATION OF AUTHORIZING THE CEOIGENERAL MANAGER TO NEGOTIATE A LEASE AGREEMENT FOR 809 W. BEACH STREET, WATSONVILLE, CA}

\section*{I. RECOMMENDED ACTION}

That the Board of Directors authorize the Santa Cruz METRO CEO/General Manager to negotiate and sign a multi-year lease agreement for the property located at 809 W. Beach Street in Watsonville, CA for the sole purpose of an overflow parking lot, staging area, and possible temporary relocation of ParaCruz operations.

\section*{II. SUMMARY}

Board of Directors to authorize CEO/General Manager to negotiate a multi-year lease agreement for the sole purpose of parking and storing vehicles, and possible temporary relocation of Para Cruz operations until the Soquel Park and Ride ParaCruz Facility is complete.

\section*{III. DISCUSSION/BACKGROUND}

METRO is expecting a significant delivery of buses, and is diversifying the fleet to include new zero emission bus technology with Hydrogen Fuel Cell (HFC) buses, as well as add 10 compressed natural gas (CNG) articulated buses and 5 electric buses. This includes a new hydrogen fueling station that will require a minimum of 8 parking spaces from existing bus parking once installation is completed at Judy K. Souza Operations Facility (JKS). Additionally, our transit centers at Pacific Station and Watsonville anticipate going under construction over the next few years, to include new transit centers with affordable housing; this will result in building materials, equipment, etc. having to be stored elsewhere. The Soquel Park and Ride will be developed for ParaCruz and housing in the near future and all current materials will need to be moved to this staging lot. With all these major projects occurring during the same timeframe over the course of a few years or more, METRO needs additional space to store its existing fleet and incoming vehicles, hold buses prior to release for auction, and to act as a temporary staging location to continue our operations and create overflow space during the anticipated redevelopments.

\section*{Attachment B}

METRO's existing properties are at maximum capacity, with no alternative lots available within Santa Cruz to hold METRO's fleet and equipment. Research in Watsonville has identified a 3.36 acre property available for lease at 809 W Beach Street, within one mile of the Watsonville Transit Center. See Attachment A. This lot is equivalent in size to the JKS Operations Lot and Maintenance Yard Lot combined. See Attachment B.

The proposed lot provides a location to stage buses during the redevelopment and construction phases for Pacific Station, Watsonville and ParaCruz Facilities, as well as stage buses ready for auction. Using the lot for bus parking will create space at JKS to build a hydrogen fuel cell (HFC) fueling station and park the additional 10 articulated buses. The size of the lot provides ample space for a temporary mobile modular building for ParaCruz operations should ParaCruz be temporarily relocated.

This new facility helps support (1) the building of 175+ housing units on METRO property by providing a staging and parking area for construction; and (2) a staging and parking area for the construction of a HFC fueling station and the decommission of old buses as we move to zero emission buses.

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}
1. Service Quality and Delivery
2. Employee Engagement: Attract, Retain and Develop
3. State of Good Repair

\section*{V. FINANCIAL CONSIDERATIONSIIMPACT}

The requested expenditure authority is \(\$ 500,000\). This funding will cover the annual lease for the property for 3 years and any one-time cleanup costs/permits not to exceed \(\$ 100,000\). Funding is available in the Operating and Capital Reserve Fund account, and is budgeted in FY24. Funding will be scheduled and included in the FY25 and FY26 budgets as this contract period will begin the spring/summer of 2023 and end in the early part of 2026.

Ongoing Costs Breakdown:
Annual expenses will include the costs of renting the property which is expected to be roughly \(\$ 11,000\) per month for the duration of the contract. See Attachment C of the Letter Of Intent to lease the property for a 3 year period.

\section*{VI. CHANGES FROM COMMITTEE}

N/A

\section*{Attachment B}

\section*{VII. ALTERNATIVES CONSIDERED}
- There were no properties in Santa Cruz County that met the requirements for METRO.
- Property research in Watsonville identified several comparable lots for size, location, accessibility and cost, yet none met all of METRO's criteria.
- Doing nothing is not advised. METRO has maximized the use of its existing footprint leaving no additional space for the new HFC fueling station or the increased number of longer articulated buses, nor space for maintaining operations during multiple site construction projects. Continuing to operate under existing conditions will result in bus overflow parking on the city streets. This increases risk of safety to METRO employees and the public, and increases risk of vandalism and destruction to the buses.

\section*{VIII. ATTACHMENTS}

Attachment A: Watsonville Property Details
Attachment B: Existing Lot Sizes
Attachment C: Letter Of Intent (LOI)
Attachment D: Presentation

Prepared by: Chuck Farmer, CFO

\section*{Attachment B}

Board of Directors
March 24, 2023
Page 4 of 4
IX. APPROVALS

Chuck Farmer, CFO


Approved as to fiscal impact: Kristina Mihaylova, Deputy Finance Director

Michael Tree, CEO/General Manager


DATE: June 23, 2023

FROM: Chuck Farmer, CFO \& DBELO

\section*{SUBJECT: ACCEPT THE PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 0\% FOR FEDERALLY FUNDED PROCUREMENTS FOR FFY24-FFY26 AND OPEN THE PUBLIC COMMENT PERIOD BEGINNING JULY 11, 2023}

\section*{I. RECOMMENDED ACTION}

That the Board of Directors accept the proposed DBE Goal for FFY24-FFY26 and open a 45-day Public Comment Period beginning July 11, 2023 for the Santa Cruz Metropolitan Transit District to receive comments.

\section*{II. SUMMARY}
- As a recipient of Federal Transit Administration (FTA) funds, the Santa Cruz Metropolitan Transit District (METRO) implements a Disadvantaged Business Enterprise (DBE) Program to ensure nondiscrimination in the award of federally funded contracts.
- As part of this Program, grantees must establish a triennial goal for DBE participation in all contracts that are to be funded with FTA funds.
- For federal fiscal years (FFY) 2024-26, METRO anticipates using all available federal funds to purchase buses, which are not subject to the DBE goal-setting process.
- With no additional federally-funded contracting opportunities available for this three-year period, the anticipated DBE goal for FFY24-FFY26 is 0\%. METRO's goal setting methodology is detailed in Attachment A.
- METRO's Public Notice announcing its proposed DBE goal for FFY24-FFY26 will be published in the Santa Cruz Sentinel, the Register-Pajaronian, at METRO's Administrative office, its transit centers, and on its website.
- METRO will accept public comments on the proposed goal and its rationale during the 45 -day comment period beginning July 11, 2023 and concluding August 25, 2023.
- Any comments received during the public comment period will be provided to the Board of Directors (Board) at its August 25, 2023 meeting.

\section*{III. DISCUSSION/BACKGROUND}

The FTA requires that any recipient expending more than \(\$ 250,000\) in FTA funds on contracting opportunities annually must set a triennial DBE goal, in accordance with Title 49 of the Code of Federal Regulations, Part 26 (49 CFR Part 26). A DBE firm is defined as a for-profit "small business concern" that is at least \(51 \%\) owned and controlled by one or more socially and economically disadvantaged individuals. DBE firms are certified as such through Unified Certification Programs established in each state.

The purpose of the DBE program is to increase the opportunities for minority, veteran-owned, and women-owned small businesses to participate in federally funded projects. The primary objective of the DBE program is to provide a level playing field on which DBEs can compete fairly for Department of Transportation (DOT)-assisted contracts. Establishing a level playing field helps to guarantee nondiscrimination in the award and administration of DOT-assisted contracts. Only certified firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs in California.

For clarification, the use of the term "goal" in establishing a DBE participation level is not a reflection of ambition or effort on the part of METRO staff. Rather, it is a fixed calculation based on a series of set figures. These figures are used with a standardized formula that ultimately calculates an agency's target for DBE participation in projects anticipated to use federal dollars.

For FFY24-FFY26, METRO anticipates using all of its available federal funds to purchase buses. Transit bus purchases are not subject to the DBE goal-setting process. With no additional federally-funded contracting opportunities available for this three-year period, the proposed DBE goal for FFY24-FFY26 is 0\%. This goal only details new contracting opportunities planned with FTA funds. METRO will continue to participate in program outreach to DBEs and Small Business Enterprises (SBEs) using funds received from sources other than the FTA. However, these efforts are not reflected in the proposed DBE goal for FFY24FFY26.

It is the policy of METRO to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts. METRO will never exclude any person from participating in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, disability or sexual orientation.

METRO will receive approximately \(\$ 1,773,000\) in FTA funding FFY24 through FFY26 and has set a proposed DBE Goal on its anticipated projects. The
methodology to calculate an agency's DBE goal is a two-step process described in 49 CFR Part 26. Step One of the methodology establishes a base figure for new federally funded contracts anticipated to be awarded in the upcoming three federal fiscal years (October 1 - September 30). This calculation has been done for contracts anticipated to be awarded between October 1, 2023 and September 30,2026 . The base figure is derived from the relative availability of DBEs that are ready, willing, and able to participate in these anticipated contracts. Step Two relies on the agency's knowledge of its contracting markets and previous history of DBE participation to determine if an adjustment to the base figure is needed. The calculation using the two-step methodology results in a proposed DBE goal of 0\% for FFY24-FFY26 for METRO.

Using this goal setting methodology, as outlined in Attachment A, METRO staff recommends an overall DBE goal of 0\% for DOT-assisted contracts. This threeyear goal was calculated using current federally funded projects as well as anticipated future grant awards that METRO is likely to receive. If future grant awards are either not received or are significantly different than projected, METRO will adjust the DBE goal, as necessary.

At this time, METRO staff is requesting that the Board accept the proposed DBE goal of \(0 \%\) and open the 45-day public comment period beginning July 11, 2023. Any comments received during the comment period will be provided to the Board at its August 25, 2023 meeting.

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

This action aligns to the following strategic priorities:
- Financial Stability, Stewardship \& Accountability
- Strategic Alliances and Community Outreach

\section*{V. FINANCIAL CONSIDERATIONSIIMPACT}

METRO staff anticipates that there will be costs associated with the outreach efforts to gather public comments, including the costs for publication in the Santa Cruz Sentinel and the Watsonville Pajaronian, but does not anticipate that it will be more than \(\$ 1,500\). Adopting the proposed DBE Program Goal for FFY24-FFY26 has no significant financial impact. However, contracts funded with FTA assistance will be monitored for DBE goal achievement and reported to FTA on a semiannual basis.

\section*{VI. CHANGES FROM COMMITTEE}

N/A

\section*{VII. ALTERNATIVES CONSIDERED}
- There is no alternative. METRO is required to commence this process or its receipt of federal grant funds will be jeopardized.
VIII. ATTACHMENTS

Attachment A: FFY24-FFY26 DBE Overall Goal and Goal Setting Methodology

Prepared by: Joan Jeffries, Purchasing Manager
Cayla Hill, Planning Data Analyst
Wondimu Mengistu, Capital Planning \& Grants Program Manager

\section*{IX. APPROVALS}

Chuck Farmer, DBE Liaison Officer \& CFO


Approved as to fiscal impact:
Kristina Mihaylova,
Finance Deputy Director


Michael Tree, CEO/General Manager


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\title{
Federal Fiscal Year FFY24-FFY26 \\ Disadvantaged Business Enterprise Overall Goal and Goal Setting Methodology
}

\section*{I. SUMMARY}

The Santa Cruz Metropolitan Transit District ("Santa Cruz METRO") is the sole public transit operator in Santa Cruz County, and operates its transit services through 4 transit centers and 783 bus stops. It has a fleet of 94 buses to operate 24 routes. Santa Cruz METRO also provides paratransit services utilizing a fleet of shuttles and mini-vans. Santa Cruz METRO's service area is the entire county, with a population of \(273,405^{1}\). Pre-pandemic, Santa Cruz METRO provided over 5 million rides annually. Ridership has been gradually increasing over the last two and half years, with a current projection for 2023 of over 3.5 million rides.

Santa Cruz METRO is a recipient of United States Department of Transportation (U.S. DOT) federal funds. As such, and in accordance with Title 49 of the Code of Federal Regulations, Part 26 (49 CFR Part 26), Santa Cruz METRO implements a Disadvantaged Business Enterprise (DBE) Program to ensure nondiscrimination in the award of federally funded contracts. As part of this program, Santa Cruz METRO must establish a triennial goal for DBE participation in all contracts that are to be funded with Federal Transit Administration (FTA) funds. A DBE firm is defined as a for-profit "small business concern" that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals. DBE firms are certified as such through Unified Certification Programs established in each state.

During the triennial period FFY24-FFY26, Santa Cruz METRO anticipates using all of its available federal funds to purchase rolling stock. Transit bus purchases are not subject to the DBE goal-setting process. With no additional federally-funded contracting opportunities available for this three-year period, the proposed DBE goal for FFY24-FFY26 is \(0 \%\). This goal only details new contracting opportunities planned with FTA funds. Santa Cruz METRO will continue to participate in program outreach to DBEs and Small Business Enterprises (SBEs) using funds received from sources other than the FTA. However, these efforts are not reflected in the proposed DBE goal for FFY24-FFY26.

\section*{II. DEVELOPMENT OF OVERALL DBE GOAL FOR FFY24-FFY26}

Santa Cruz METRO anticipates receiving approximately \$1,773,000 in federal funding from October 1, 2023 through September 30, 2026. Santa Cruz METRO does not have FTA sub-recipients or pass-

\footnotetext{
\({ }^{1}\) https://worldpopulationreview.com/us-counties/ca/santa-cruz-county-population
}

\section*{Attachment A}
through FTA funds to other agencies; therefore, sub-recipient contracting opportunities do not exist and are not included in the goal calculation.

The methodology to calculate the DBE participation goal is a two-step process described in 49 CFR Part 26. The two steps for setting an overall DBE goal are:
1. Establish a base figure for the relative availability of DBEs
2. Determine the base figure adjustment, if necessary

Step 1 of the methodology establishes a base figure for the anticipated contracts to be awarded in the period. The base figure is derived from the relative availability of DBEs that are ready, willing and able to participate on these anticipated contracts. The initial step is to determine the market area for contractors and consultants who have demonstrated an interest in, or are anticipated to participate in Santa Cruz METRO contracts. Santa Cruz METRO's market area, for the purpose of developing the base DBE goal, is composed of the following 14 counties:
- Alameda County
- Contra Costa County
- Marin County
- Monterey County
- Napa County
- San Benito County
- San Francisco County
- San Luis Obispo County
- San Mateo County
- Santa Barbara County
- Santa Clara County
- Santa Cruz County
- Solano County
- Sonoma County

After determining the relevant market area, staff would then extract a count of all vendors in the market area from the County Business Patterns (CBP) database and the Caltrans DBE vendor directory by using the NAICS code attached to each piece of potential contract work identified in the Contracting Opportunities.

Step 2 relies on Santa Cruz METRO's knowledge of its contracting markets and previous history of DBE participation to determine if an adjustment to the base figure is needed. With no federally-funded contracting opportunities anticipated in the triennial period FFY24-FFY26, adjustments were deemed unnecessary.

As Santa Cruz METRO anticipates using all of its available federal funds to purchase rolling stock, and these purchases are not subject to the DBE goal-setting process, the calculation using this two-step methodology results in a DBE goal of 0\% for FFY24-FFY26. While DBE opportunities for federallyfunded projects during this triennial period are not anticipated, Santa Cruz METRO will continue to seek small and disadvantaged business participation on contracts, regardless of funding source. Santa Cruz METRO will also periodically evaluate its triennial DBE goal to determine whether mid-course adjustments will be necessary.

\section*{Attachment A}

\section*{III. RACE-NEUTRAL IMPLEMENTATION MEASURES}

The overall DBE goal is typically split into race-neutral and race-conscious components. Race-neutral participation occurs when a DBE obtains a contract or subcontract through customary procurement procedures where there was no contract goal or its DBE status was not considered in making the award. Race-conscious DBE participation is the portion of the overall goal that focuses on assisting only DBEs, where a contract's DBE goal is explicitly stated to encourage DBE participation.

The U.S. DOT Regulations require that the maximum feasible portion of the DBE overall goal be met by using race-neutral methods. Race-neutral methods include efforts made to assure that bidding and contracting requirements facilitate participation by DBEs and other small businesses, such as unbundling large contracts to make them more accessible, encouraging prime contractors to subcontract portions of the work, and providing technical assistance, outreach and communications programs. Santa Cruz METRO will continue to operation a race-neutral DBE program, and will also continue to supplement its DBE Program with a SBE Program.

The race-neutral elements of Santa Cruz METRO's DBE Program are applicable to all third-party contracts, regardless of funding source, in a manner that is consistent with Proposition 209. By this means, the administration of Santa Cruz METRO's contracts to include the participation of DBEs on a nondiscriminatory basis is preserved.

Race-neutral efforts to include DBE participation include:
- Santa Cruz METRO will focus on refining and implementing race-neutral methods for facilitating DBE participation by advising prospective contractors of the areas for possible subcontracting opportunities, and providing contract information on available DBE firms who perform such work. Santa Cruz METRO will continue to solicit DBE participation on an ongoing basis, use DBE firms that have successfully completed prior projects, encourage eligible firms to become certified as DBEs, and provide requested technical assistance and related services when feasible.
- Santa Cruz METRO's website and solicitation documents advise its contracting community of the online directory of certified DBEs, found at the California Unified Certification Program website: https://dot.ca.gov/programs/civil-rights/dbe-certification-information.
- Using the Caltrans DBE database, procurement staff proactively sends formal solicitations to registered DBEs that may be interested. Pre-bid and pre-proposal conferences are held, which include a networking component to promote teaming opportunities between prospective prime contractors and the DBE and Small Business contracting community.
- Santa Cruz METRO will provide assistance in overcoming limitations such as inability to obtain bonding or financing (by means of simplifying the bonding process, eliminating the impact of surety costs from bids, and providing assistance with obtaining bonding and insurance when possible). Staff will refer the DBE and Small Business contracting community to the SBA Bonding Assistance Program.
- Santa Cruz METRO attends regular Business Fairs, providing information on its DBE Program and soliciting Small Businesses to participate in its contracts.

\section*{Attachment A}
- Santa Cruz METRO will monitor carefully its progress during the course of each year and consider whether contract-based DBE goals would increase participation. All contracts that have DBE commitments will be monitored for compliance.

\section*{IV. FOSTERING SMALL BUSINESS PARTICIPATION}

Santa Cruz METRO has implemented several strategies to foster small business participation in its contracting process. In addition to what is noted above, Santa Cruz METRO:
- Evaluates large projects for consideration of unbundling contracting opportunities into smaller portions so that small businesses, including DBEs, would have a greater opportunity to compete.
- Strongly encourages bidders on prime contracts to consider their subcontracting opportunities be a size that small businesses, including DBEs, can reasonably perform, and reach out to those communities proactively.
- Partners with other local agencies and organizations to identify and advertise small business contracting opportunities, such as the Central Coast Small Business Development Center, the Business Outreach Committee, and the Regional Business Diversity Program (administered by the Valley Transportation Authority).

\section*{V. OUTREACH/PUBLIC COMMENT PERIOD}

Federal Regulations require that Santa Cruz METRO publish a notice in general circulation and DBEoriented media announcing the proposed goal for FFY24 through FFY26 contracts assisted by U.S. DOT. An advertisement in both English and Spanish has been prepared and will be published in July 2023 in the Santa Cruz Sentinel and the Register-Pajaronian, and posted at all four major transit centers.

A Public Comment period will be opening on July 11, 2023, wherein staff will solicit comments from the public. During this period, staff will also contact as many diverse and disadvantaged business organizations as possible in order to meet with them, review the proposed goal and methodology, and consider their input, and incorporate all comments into the final document submitted to the FTA. A Public Hearing is scheduled for August 25, 2023 to finalize the Overall Goal.

Santa Cruz METRO will use its own website and subscriber notification system, Mailchimp, to publish information about the Proposed Goal and solicit input from interested parties.



\title{
BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
}

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

\section*{RESOLUTION OF APPRECIATION FOR THE SERVICES OF EFRAIN HERNANDEZ AS VEHICLE SERVICE WORKER II FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT}

WHEREAS, the Santa Cruz Metropolitan Transit District (METRO) was formed to provide public transportation to all of the residents of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, METRO, requiring an employee with expertise and dedication, appointed Efrain Hernandez to serve in the position of Vehicle Service Worker II, and

WHEREAS, Efrain Hernandez served as a member of the Fleet Maintenance Department of METRO for the time period of October 26, 2001 to May 31, 2023, and

WHEREAS, Efrain Hernandez provided METRO with dedicated service and commitment during the time of his employment, and

WHEREAS, Efrain Hernandez served METRO with distinction, and
WHEREAS, the service provided to the residents of Santa Cruz County by Efrain Hernandez resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Mr. Hernandez's service, METRO improved existing and built new operating facilities, converted the fleet to a CNG propulsion system, developed accessible bus stops, improved ridership, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Efrain Hernandez.
\(\qquad\)

NOW, THEREFORE, BE IT RESOLVED, that upon his retirement as Vehicle Service Worker II, the Board of Directors of METRO does hereby commend his efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this \(23^{\text {rd }}\) Day of June 2023 by the following vote:
AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -

\section*{ABSENT: Directors -}

Approved:
Shebreh Kalantari-Johnson
Board Chair

Attest:
Michael Tree
CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

\section*{VERBAL PRESENTATION}

\section*{METRO ADVISORY COMMITTEE (MAC) SEMI-ANNUAL ORAL REPORT Jessica de Wit, MAC Chair}
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DATE: June 23, 2023


FROM: Chuck Farmer, Chief Financial Officer

\section*{SUBJECT: ADOPTION OF THE FINAL FY24 AND FY25 BUDGET}

\section*{I. RECOMMENDED ACTION}

That the Board of Directors approve the adoption of the FY24 and FY25 Operating Budget and FY24 Capital Budget.

\section*{II. SUMMARY}
- The FY24 and FY25 Operating Budget, and FY24 Capital BudgetPortfolio are presented this month for Board of Directors (Board) and public review. A public hearing has been scheduled for 9:00 am, or as soon thereafter as possible, during the June 23, 2023 board meeting.
- On June 24, 2022, the Board adopted the Final FY23 and FY24 Operating Budget. Santa Cruz METRO produces a 2 -year rolling Budget. This Budget revises the June 2022 FY24 Budget and presents a new FY25 Operating Budget.
- The 5 - Year Plan for Santa Cruz Metropolitan Transit District (METRO) is presented in Attachment B. It depicts the proposed two-year FY24 and FY25 Operating Budget and Forecasts for FY26 to FY28.
- The proposed two-year FY24 and FY25 Operating Budgets Attachment C total \$65,083,522 and \$66,397,455 respectively.
- In addition, METRO will be transferring:
o \$2.3M in FY24 and FY25 to the Capital Budget (Bus Replacement Fund)
o \$2.0M in FY24 and FY25 for the UAL \& OPEB liability
o \$4.0M in FY24 and FY25 for Grant matching
o \(\$ 1.3 \mathrm{M}\) in FY24 and \(\$ 0.5 \mathrm{M}\) in FY25 to Reserve Replenishment
o \(\$ 2.4 \mathrm{M}\) in FY24 and \(\$ 5.6 \mathrm{M}\) in FY25 from the COVID-19 Recovery Fund
- These results match the total Operating Revenue Budget of \(\$ 72,597,335\) in FY24 and \(\$ 69,789,354\) in FY25. This is a Draft Budget, which reflects available data regarding revenues and expenses. The Final two-year Budget will be presented to the Board of Directors on June 23, 2023.
- The year over year Operating Budget growth of approximately \(\$ 4,124 \mathrm{~K}\) in expenses in FY24 is detailed in Sections B and C.
- Metro held a Budget Workshop with the Unions on May 1, 2023 to answer questions about the two-year draft FY24 and FY25 Operating Budget and the FY24 Capital Budget-Portfolio and to obtain input from its union partners.
- The Authorized and Funded Personnel lists are presented in Attachment D.
- The Draft FY24 Capital Budget-Portfolio - Attachment E totals \$83,081,176
- Staff recommends that the Finance, Budget and Audit Standing Committee Board receive input on the Draft FY24 and FY25 Operating Budget and FY24 Capital Budget-Portfolio and provide additional direction to staff as necessary regarding the contents of the Draft Operating and Capital Budgets, for final adoption on June 23, 2023 and forward the Budget to the full Board for initiation at the Public Hearing.

\section*{III. DISCUSSION/BACKGROUND}

The Board of Directors must adopt the Final FY24 and FY25 Operating Budget and FY24 Capital Budget-Portfolio by June 30, 2023. The Draft FY24 and FY25 Operating Budget and the FY24 Capital Budget-Portfolio are presented this month for Board and public review. A public hearing has been scheduled for 9:00 am, June 23, 2023.
On June 24, 2022, the Board adopted the Final FY23 and FY24 Operating Budgets. Santa Cruz METRO produces a 2 -year rolling Budget. This Budget revises the June 2022 FY24 Operating Budget and presents a new FY25 Operating Budget.
Metro held a Budget Workshop with the Unions on May 1, 2023 to answer questions about the two-year Draft FY24 and FY25 Operating Budget and FY24 Capital Budget-Portfolio to obtain input from its union partners.
The presentation of financials on the Summary page in Attachment \(C\) are presented in this format:
Operating Revenues are directly associated with ridership and represent the amounts paid by the rider or organizations to use transit services. The categories includes Passenger-paid fares (Local and Highway 17 Fares) and Organization-paid fares (Special transit fares: contracts with the local colleges and Highway 17 partners).
Operating Expenses are the expenses associated with the operation of the transit agency and goods and services purchased for the operation of the system, such as Labor (Salaries \& Wages), Fringe Benefits, NonPersonnel Expenses (Services, Materials and Supplies, Utilities, Insurance, and Other expenses). This provides a quick and easy view of the Farebox Recovery.

The Non-Operating Revenue and Expenses section provides insight into revenue and expenses that are not directly or/and immediately impacted by increase/decrease of ridership.

Non-Operating Revenues represent external sources such as Sales Tax Revenue, Federal/State Grants, and all other forms of income (Advertising, Rental, etc.) that is used to support Metro operations and capital investments.

Non-Operating Expenses are for non-recurring, or limited time frame, costs such as those related to COVID for testing and cleaning protocols, expected to go away in the next year or two. Pension UAL costs (previously reported as part of Fringe benefits) which are the additional costs incurred to cover the shortfall of pension funding have been replaced by the Sales Tax Revenue Bond payments (reported as part of non-personnel costs) in FY24.

These changes will align Metro's financial reporting more closely to other transportation agencies and allow for an easier comparison of revenues and costs related to ridership and external sources.

\section*{Attachment C - Page 1}

\section*{A. Operating Revenues}

Operating Revenues, related to ridership, total \(\$ 9,175 \mathrm{~K}\) in FY24 and \(\$ 9,407 \mathrm{~K}\) in FY25. Major Operating Revenue assumptions in the Draft FY24 Budget over the FY23 Final Budget, adopted in June 2022, include:
- Passenger Fares - overall increase \(\$ 643 \mathrm{~K}\), or \(26.4 \%\), to \(\$ 3,080 \mathrm{~K}\) due to increased ridership across all modes: Fixed Route increase \(\$ 237 \mathrm{~K}\), or \(14.6 \%\), to \(\$ 1,858 \mathrm{~K}\), Paratransit increase \(\$ 16 \mathrm{~K}\), or \(8.0 \%\), to \(\$ 210 \mathrm{~K}\), Highway 17 Fares increase \$394K, or 66.4\%, to \$988K
- Special Transit Fares - overall increase of \$142K, or \(2.4 \%\), to \(\$ 6,095 \mathrm{~K}\); primarily due to contractual increases and increased ridership recovery as impact from COVID declines: UCSC increase \(\$ 95 \mathrm{~K}\), or \(2.0 \%\), to \(\$ 4,876 \mathrm{~K}\), Cabrillo College increase \(\$ 12 \mathrm{~K}\), or \(2.0 \%\), to \(\$ 595 \mathrm{~K}\), City of Santa Cruz increase \(\$ 25 \mathrm{~K}\), or \(73.1 \%\), to \(\$ 59 \mathrm{~K}\), Highway 17 Contracts increase \(\$ 11 \mathrm{~K}\), or \(2.0 \%\), to \(\$ 562 \mathrm{~K}\)

Moderate increases of \(\sim 2.5 \%\) to \(\$ 9,407 \mathrm{~K}\) overall for Operating Revenue sources are budgeted in FY25.

\section*{B. Operating Expenses}

Operating Expenses, excluding Pension UAL/Sales Tax Revenue Bond payments (which are discussed in Section C), total \$60,911K in FY24 and \(\$ 62,220 \mathrm{~K}\) in FY25. Operating Expenses assumptions in the Draft FY24 Budget over the FY23 Final Budget, adopted in June 2022, include:
Personnel Expenses (Labor and Fringe Benefits) increased overall by \(\$ 294 \mathrm{~K}\), or \(0.7 \%\), to \(\$ 43,205 \mathrm{~K}\) vs. FY23 Budget
- Regular Labor Costs - decrease \(\$ 194 \mathrm{~K}\), or \(1.0 \%\), to \(\$ 20,220 \mathrm{~K}\)
o Contractual items of step and longevity increases
o Net 2 new FTE added, proposed incremental positions
- Sr. Customer Service Representative
- Safety \& Training Coordinator
- Maintenance Trainer
- Assistant Ops \& Customer Service Manager
- HR Analyst I - two year provisional
- Grants/Legislative Analyst
- Mechanic III
- Sr. Payroll Administrator
- Dispatcher/Scheduler - 2 FTE
- Parts \& Materials Manager

Offset by proposed positions to be defunded
- Mechanic I \& II
- Assistant Safety \& Training Coordinator
- Financial Analyst
- Upholster I
- Paratransit Clerk III
- Customer Service Rep - 2 FTEs
- Parts \& Materials Clerk
- Customer Service Assistant
- Overtime - decrease of \(\$ 154 \mathrm{~K}\), or \(11.6 \%\), to \(\$ 1,171\) as recruitment increases to fill vacancies
- Fringe Benefits costs - increase of \(\$ 641 \mathrm{~K}\), or \(3.0 \%\), to \(\$ 21,813 \mathrm{~K}\); primarily due to increased cost for Medical/Dental/Vision insurance (\$324K, or \(2.6 \%\), to \(\$ 12,595 \mathrm{~K}\) ), along with higher Retirement CaIPERS cost (\$331K, or \(13.9 \%\), to \(\$ 2,709 \mathrm{~K})\); partially offset by lower SDI (\$46K, or \(16.9 \%\), to \(\$ 228 \mathrm{~K}\) ), SUI ( \(\$ 12 \mathrm{~K}\), or \(25.8 \%\), to \(\$ 35 \mathrm{~K}\) ), and Other Fringe Benefits ( \(\$ 22 \mathrm{~K}\), or \(10.8 \%\), to 185 K )
Non-Personnel Expenses Excluding Sales Tax Revenue Bond related costs (which are represented in Section C below) increase of \$5,300K, or \(42.7 \%\), to \(\$ 17,706 \mathrm{~K}\) vs FY23 Budget
- Services - \$7,702, an increase \(32.4 \%\) or \(\$ 1,886 \mathrm{~K}\) primarily due to:
o Admin/Bank Fees increase 42.5\% in anticipation of restoring the cash revenue pick-ups to twice a week, as ridership slowly returns to pre-pandemic levels;
o Professional/Technical Fees increase \(41.8 \%\) due to multiple initiatives and programs, among which the launch of a multidimensional organizational rebranding program aimed to reposition Metro as a strong community partner and to meet our strategic goals of attracting and increasing ridership, Internal Audits for Advanced Technology, Facilities Master Plan, Maintenance \& Operations, Safety Plan, Strategic Revenue Planning, Long Range Plan along with Project Management for the TIRCP Grant;
o Legislative Services increase \(155.8 \%\) due to anticipated spending for consultant services to assist with future funding of the zero emission program;
o Legal Services increase 21.8\% due to Strategic Revenue planning costs;
o Repair - Equipment increase 62.2\% primarily due to IT contracts for maintenance/cloud hosting and increased costs on CNG equipment maintenance and repair
- Mobile Materials \& Supplies - \$5,429, an increase of \(63.1 \%\) or \(\$ 2,100 \mathrm{~K}\) primarily due to:
o Fuel \& Lube increase 88.2\% as a result of higher costs for both Revenue and Non-Revenue vehicles, primarily the CNG costs which have had a significant price increase in 2023
o Revenue Vehicle Parts increase \(32.4 \%\) primarily due to higher costs for Cummins and New Flyer bus parts
- Other Materials \& Supplies - \$903K, an overall increase of \(21.7 \%\) or \$161K primarily related to printing for new marketing campaigns, One Ride at a Time bus wraps, and materials related to the Strategic Revenue planning initiatives and workshops; partially offset by decreased spending related to COVID supplies
- Utilities - \$911K, an increase of \(10.2 \%\) or \(\$ 84 \mathrm{~K}\) primarily due to estimated increase for Gas \& Electric (expected rate increase from PG\&E) along with increased Propulsion Power as more ZEB buses are purchased and put into service
- Casualty \& Liability - \(\$ 1,327 \mathrm{~K}\), an increase of \(22.7 \%\) or \(\$ 245 \mathrm{~K}\) related to the increase of insurance premiums; will be adjusted when the invoices are available in June 2023
- Taxes - \(\$ 58 \mathrm{~K}\), an increase of \(3.3 \%\) or \(\$ 2 \mathrm{~K}\) due to higher costs for Customer Service parking permits and increased Co-Op fees; partially offset by lower Fuel Tax
- Misc. Expense - \(\$ 1,048 \mathrm{~K}\), an increase of \(178.0 \%\) or \(\$ 671 \mathrm{~K}\) primarily due to increased Local Meeting Expenses as monthly BoD meetings will return to in-person meetings, Employee Training for Workforce Training
for new Hydrogen Bus \& Infrastructure, and increased Marketing costs for Advertising
- Interest Expense \& Debt Service
o Interest Expense - Loan - \(\$ 0.9 \mathrm{~K}\), a decrease of \(89.0 \%\) or \(\$ 7 \mathrm{~K}\) due to interest payment on bus lease contract ending in FY24
o Debt Service - Interest Expense POB and Principal POB are discussed in Section C below
- Leases \& Rentals - \$327K, an increase \(93.8 \%\) or \(\$ 158 \mathrm{~K}\) primarily due to lease of new facility in Watsonville for ParaCruz and Operations
Major Operating Expense assumptions in the preliminary Draft FY25 Budget over the FY24 Budget include:
Personnel Expenses (Wages, Overtime, and Fringe Benefits) increased overall by \(\$ 1,390 \mathrm{~K}\), or \(3.2 \%\), to \(\$ 44,595 \mathrm{~K}\) excluding the Pension UAL costs
- Wages - increase \(\$ 278 \mathrm{~K}\), or \(1.4 \%\), to \(\$ 20,499 \mathrm{~K}\)
o Only contractual items of step and longevity increases
- Overtime - increase of \(\$ 25 \mathrm{~K}\), or \(2.2 \%\), to \(\$ 1,196 \mathrm{~K}\)
- Fringe Benefits costs- increase \(\$ 1,087 \mathrm{~K}\), or \(5.0 \%\), to \(\$ 22,900 \mathrm{~K}\)
o Anticipated increase in Medical insurance premiums, effective in January 2024, partially offset by;
o Projected decrease in Retirement as per CaIPERS Annual Valuation Report from \(11.0 \%\) in FY24 to \(10.8 \%\) in FY25
Non-Personnel Expenses Excluding Sales Tax Bond related costs (which are represented in Section C below) decreased by \(\$ 81 \mathrm{~K}\), or \(0.5 \%\), to \(\$ 17,625 \mathrm{~K}\); primarily due to non-recurring costs from FY24

\section*{C. Non-Operating Revenue/(Expense)}

Non-Operating Revenue/(Expense) totals \(\$ 59,250 \mathrm{~K}\) in FY24 and \(\$ 56,205 \mathrm{~K}\) in FY25. Non-Operating Revenue/(Expense) assumptions in the Draft FY24 Budget over the FY23 Final Budget, adopted in June 2022, include:

\section*{Sales Tax Revenues}
- 1979 Gross Sales Tax ( \(1 / 2\) cent) - increase of \(\$ 926 \mathrm{~K}\), or \(3.5 \%\), to \(\$ 27,540 \mathrm{~K}\) which is a conservative estimate based on overall inflation and decline of amounts received in FY23
- 2016 Net Sales Tax (Measure D) - increase of \(\$ 107 \mathrm{~K}\), or \(2.6 \%\), to \(\$ 4,269 \mathrm{~K}\). The projected increase mirrors the anticipated increase in the 1979 Gross Sales Tax (1/2 cent).

\section*{Federal/State Grants}
- Transportation Development Act (TDA-LTF) - \(\$ 8,912 \mathrm{~K}\), an decrease of \(3.3 \%\) or \(\$ 306 \mathrm{~K}\), as per recent allocations
- FTA 5307 - \(\$ 3,830 \mathrm{~K}\), an increase \(100 \%\), based on the amount needed to cover operating expenses as a result of available American Rescue Plan Act of 2021 (ARPA) funding in FY24
- LCTOP - \(\$ 747 \mathrm{~K}\), an increase of \(38.9 \%\) or \(\$ 209 \mathrm{~K}\), amounts are based on funding allocated from the State Controller's Office (SCO) from the Greenhouse Gas Reduction Fund via the Regional Transportation Commission (RTC).
- TDA - STA - Operating (includes SB1) - \$6,044K, an increase of 35.0\% or \(\$ 1,568 \mathrm{~K}\), reflecting the recent increased allocation estimates from the State Controller's Office (SCO), STA funds are derived from the statewide excise tax on diesel fuel and are allocated based on population and revenue for the prior fiscal year

\section*{COVID Relief Grants}
- American Rescue Plan Act of 2021 (ARPA) - \$9,959K, a decrease \(35.7 \%\) or \(\$ 5,518 \mathrm{~K}\); based on the anticipated draw down in FY24 for reimbursement of allowable personnel and operating expenses.

\section*{All Other Revenue}
- Advertising Income - \$172K, a decrease of \(11.6 \%\) or \(\$ 23 \mathrm{~K}\), as a result of limited availability of space for advertising on some buses after the launch of the One Ride at a Time campaign
- Rental Income - \(\$ 105 \mathrm{~K}\), a decrease of \(20.6 \%\) or \(\$ 27 \mathrm{~K}\), as a result of the remodel of Pacific Station Metro will be unable to rent space at that location until the construction is finished along with diminishing rentals at the Watsonville Transit Center
- Interest Income - \$756K, an increase of \(202.2 \%\) or \(\$ 506 \mathrm{~K}\), based on current trends and the cash balance at the Treasury
- All Other Income - \(\$ 206 \mathrm{~K}\), an increase of \(111.8 \%\) or \(\$ 108 \mathrm{~K}\), primarily due to the CNG sales as a result of higher prices Metro can pass through to customers

\section*{COVID-19 Related Expense}

Decrease of \(100 \%\) or \(\$ 298 \mathrm{~K}\), as a result of both the California and Federal governments ending the COVID-19 State of Emergency. Going forward any/all costs will be absorbed in the general operating expenses.

\section*{Pension UAL/Sales Tax Revenue Bond Debt Service}

Expense of \(\$ 4,173 \mathrm{~K}\) is a decrease of \(35.2 \%\), or \(\$ 1,470 \mathrm{~K}\), primarily due to the Pension UAL payment that was eliminated for FY24 as a result of the sale of the Bond in March 2022
Increases in Non-Operating Revenue Sources budgeted in FY25, are:
- Sales Tax, including Measure D - increase of \(1.0 \%\), to \(\$ 32.1 \mathrm{M}\)
- American Rescue Plan Act (ARPA) COVID Relief grant, decrease of \(100.0 \%\) driven by the final drawdown of remaining available funds occurring in FY24
- Federal/State Grants - increase \(\$ 6.6 \mathrm{M}\), or \(32.4 \%\), \(\$ 27.0 \mathrm{M}\) primarily due to FTA 5307 and STIC grants increase of \$7.8M; partially offset by TDA - STA decrease of \$1.5M

\section*{Attachment C - Page 4}

\section*{D. Transfers \& Operating Balance}

Operating Balance before Transfers total \(\$ 7,513,813\) in FY24 and \(\$ 3,391,899\) in FY25. Assumptions in the preliminary FY24 budget over the FY23 Final budget, adopted in June 2022, include:
- Transfers to Capital Budget/Bus Replacement Fund of \(\$ 2,350 \mathrm{~K}\) is a decrease by \(0.2 \%\) or \(\$ 4 \mathrm{~K}\). This amount is consistent with the goal to honor our commitment to the Capital Budget and maintain assets in a state of good repair by committing a minimum of \$3.0M each year from the Measure D and TDA-STA transfer from Operating, along with STASGR that goes directly to the Capital Budget.
o Available Measure D revenues are \(0.2 \%\) or \(\$ 4 \mathrm{~K}\) lower than FY23
o STA-SGR grant of \(\$ 812 \mathrm{~K}\) is \(5.3 \%\), or \(\$ 41 \mathrm{~K}\), higher than FY 23 , going directly to the Bus Replacement Fund / Capital Budget
o Total Transfer to Bus Replacement Fund is \(\$ 3,162 \mathrm{~K}\) in FY24
- Transfers to/(from) Operating and Capital Reserve Fund of \(\$ 7,626 \mathrm{~K}\) is an increase of \(17.3 \%\) or \(\$ 1,126 \mathrm{~K}\)
o Fuel Tax - increase by 100\% or \(\$ 291 \mathrm{~K}\) due to the renewal of the Fuel tax credit through December 2024.
o UAL \& OPEB - the \(\$ 2,000 \mathrm{~K}\) transfer is flat with FY23
o Reserves Replenishments - increase by \(100 \%\) or \(\$ 1,335 \mathrm{~K}\) transfer to the Operational Sustainability Reserve Fund to meet target balance of three (3) months of the average operating expenses for the most current fiscal year's budget, in accordance with Metro's Revised Reserves Policy, adopted on Nov, 15, 2019).
o Operating and Capital Reserve Fund of \(\$ 4,000 \mathrm{~K}\) is a decrease of \(11.1 \%\) or \(\$ 500 \mathrm{~K}\); Funds are committed \(100 \%\) or as local match for multiple Capital Projects (detailed in Attachment B) presented to the Board for consideration and approval as part of the Adoption of the Final Budget in June 2023.
- Transfers from Covid Recovery Fund of \(\$ 2,462 \mathrm{~K}\) is an increase of \(100 \%\); Funds from the Covid Recovery Fund will be reinvested in the FY24

Budget and beyond to sustain services during the period of ridership recovery to pre-pandemic levels and will be primarily allocated to one time programs and initiatives.
Changes in the budgeted Transfers \& Operating Balance in FY25 of \$ \(6,660 \mathrm{~K}\) is \(12.7 \%\), or \(\$ 966 \mathrm{~K}\), lower
- Reserves Replenishments will decrease by \(61.5 \%\), or \(\$ 821 \mathrm{~K}\), to \(\$ 514 \mathrm{~K}\)
- Operating and Capital Reserve Fund (including Fuel Tax Credit) will decrease by \(4.9 \%\), or \(\$ 146 \mathrm{~K}\), to \(\$ 4,146 \mathrm{~K}\)
- Covid Recovery Fund transfer will increase \(127.3 \%\), or \(\$ 3,137 \mathrm{~K}\), to \$5,599K

\section*{E. Capital Budget}

The Draft FY24 Capital Budget-Portfolio as shown in Attachment E totals \$83,081K.

The current FY24 Capital Budget-Portfolio consists of ongoing projects rolled forward from FY23 along with new projects which are funded by a variety of sources.
In FY18, a new capital Budget funding strategy was adopted by the Board that results in a minimum of \(\$ 3.0 \mathrm{M}\) per year being dedicated to the annual capital Budget. This new strategy created the "Bus Replacement Fund" and establishes consistent annual transfers of STA-SB1 funds and Measure D funds to the capital Budget that are needed to provide funding and stability for the required local match for obsolete fixed-route buses and Paratransit vehicles.

Annual unspent Measure D and STA-SGR funds will 'accumulate' in the Bus Replacement Fund until they are allocated to specific projects and spent on new replacement buses and vans.

The following amounts are dedicated to the Bus Replacement Fund in FY24:
- (2016 Net Sales Tax) - Measure D - \$2,350K (transfer from Operating Budget)
- STA-SGR - \$812K (goes directly to the capital Budget)
- Total \(=\$ 3,162 \mathrm{~K}\)

Noteworthy ongoing capital project activity (> \$100K) this fiscal year includes:
- New and Ongoing Construction Related Projects:
o Ongoing - METRO Owned ParaCruz Facility Project \(\$ 2,040 \mathrm{~K}\) from the Operating \& Capital Reserve Fund. The project is identified as critical to move the agency forward towards a sustainable future, in support of the METRO 10-

Year Strategic Business Plan, and was approved by the Board on November 15, 2019.
o Ongoing - Pacific Station/Metro Center Redevelopment with the City of Santa Cruz - \(\$ 4,491 \mathrm{~K}\), of which \(\$ 3,991 \mathrm{~K}\) will come from the Bus Replacement Fund and the remaining \$500K from The Transit and Intercity Rail Capital Program (TIRCP) grant toward the redevelopment of the facility.
o New - Hydrogen Fueling Station - \$11,950K funded by a \(\$ 8,950 \mathrm{~K}\) TIRCP grant and \(\$ 3,000 \mathrm{~K}\) from the Operating \& Capital Reserve Fund for the design and construction of a permanent hydrogen fueling station. Metro will partner with several experts in the industry to design and construct the fueling station. It is anticipated that the construction will begin in late 2023 and conclude by 2025 when the vehicles are delivered for testing and acceptance.
o New - Rapid Bus Enhancement - \$9,500K funded by a \$5,100K TIRCP grant and \$4,400K from the Operating \& Capital Reserve Fund to provide transit enhancements along the Soquel Drive Corridor in the County of Santa Cruz, from La Fonda Avenue to Freedom Boulevard.
o New - Scotts Valley Transit Center roof replacement - \$100K from the Operating \& Capital Reserve Fund will be used to replace the roof that is past its useful life and is showing signs of deterioration. Solar panels will be added to reduce overall expenses to the site.
o New - Watsonville Parking Lot - \$1,500K from the Operating \& Capital Reserve Fund.
o New - Watsonville Station Redevelopment - \$8,500K from the TIRCP grant to redevelop the Watsonville Transit Center into an updated Transit and Mobility Center, with a four-story, 60+unit, net-zero affordable housing development, to assist in serving historically disadvantaged communities with increased access to affordable housing and supporting mode shift from Single Occupancy Vehicle (SOV) use to transit.
- New \& Ongoing- IT Projects
o Ongoing - Enterprise Resource Planning (ERP) System The current financial system was purchased in the late 1990's, more than 20 years ago. The new system will incorporate Core Financials, Fixed Assets, HCM, Payroll, Purchasing, and Budgeting for a more efficient and integrated system. The total Budget is \(\$ 3,850 \mathrm{~K}\) - of which \(\$ 200 \mathrm{~K}\) for consulting costs were paid in FY23 from Operating Expenses with the remaining \(\$ 3,650 \mathrm{~K}\) to be capitalized and funded from the Operating \& Capital Reserve Fund.
o New - Metro Website - \$250K from the Operating \& Capital Reserve Fund to revamp the METRO website to be more user friendly, easier to navigate, with information for the community beyond services provided by METRO
o New - Integrated Ticketing \& Schedule Optimization - \$375K from the TIRCP grant that will seek to increase transit ridership by improving the customer experience through the implementation of contactless payments via contactless debit or credit card tap and go. Phase 2 will involve schedule optimization across local and regional agencies in order to reduce transfer times.
- New \& Ongoing - Facilities Upgrades and Improvements
o Ongoing - Maintenance Yard - Security Hardening and Expanded Parking - \$404K from the Operating \& Capital Reserve Fund. This is Phase 3 of the project which will continue to improve the security and access to the Maintenance yard. Tasks to be completed include, but are not limited to, retrofit of Bay 11 for the ARTIC buses and gate relocation.
o Ongoing - JKS Facility - Upper security gates; this project will automate two gates along with the installation of a pedestrian access gate at JKS which will be funded with \$195K from the Operating \& Capital Reserve Fund.
o Ongoing - Fueling Station Awning - construction of an awning over the fueling station to protect staff and equipment from the weather elements. This project is funded with Federal funds of \(\$ 235 \mathrm{~K}\).
o New - Hydrogen Maintenance Facility Upgrades - \$1,500K from TIRCP grant for the infrastructure improvement and modifications needed to maintain and support the addition of hydrogen cell buses to METRO's fleet
o New - 12 Bus Shelters - \$300K from the Operating \& Capital Reserve Fund to purchase and install bus shelters, including the creation of a pad if needed and solar lighting. This will provide safer locations for riders to wait for the bus, as well as provide consistent branding for METRO as it looks to increase ridership over the next several years
- New \& Ongoing - Vehicle Replacement \& Infrastructure Projects Santa Cruz METRO has been awarded grants from a variety of Federal, State, and local agencies to replace aging revenue and non-revenue (service) vehicles which are in alignment with Santa Cruz METRO's strategy to begin replacing its fossil-fueled bus fleet with all zero emission buses by 2040.
o Ongoing - JKS Facility-ZEB Yard Charging Electric Bus Infrastructure \$231K
o Ongoing - Automatic Vehicle Locator (AVL/ITS) \$422K.
o Ongoing - CNG buses (3) Capital Lease, final year \$117K
o New - Hydrogen Fuel Cell buses (29) to assist in the replacement of obsolete CNG and Diesel vehicles \(\$ 35,560 \mathrm{~K}\); vehicles are expected to be delivered in 2025 and 2026 for testing and acceptance
o New - ParaCruz Van Replacements (7) \$994K
o New - ARTIC buses (10) \$1,000K
- Miscellaneous - reflects a proposed transfer of \(\$ 727 \mathrm{~K}\) from the Operating \& Capital Reserve Funds to the FY24 Capital Budget-Portfolio for small projects, typically costing less than \(\$ 100 \mathrm{~K}\) that are identified throughout the year and do not qualify for Federal or State grants

\section*{F. Projected Operating Reserves as of June 30, 2023}

Balances in the various Reserve categories are aligned with METRO Reserve Fund policy (revised and adopted by the Board on Nov 15, 2019). Estimates as of May 25, 2023
- \(\quad \$ 2.3 \mathrm{M}\) Worker's Compensation Fund
- \$0.7M Liability Insurance Fund
- \$16.3M Operations Sustainability Fund
- \$3.0M Cash Flow Fund
- \$31.5M COVID Recovery Fund
- \$6.0M UAL/OPEB
- Committed against Projects in the FY24 Capital Portfolio
o \$10.8M Bus Replacement Fund
o \$13.2M Operating \& Capital Reserve Fund

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}

This report pertains to METRO's Financial Stability, Stewardship \& Accountability.

\section*{V. FINANCIAL CONSIDERATIONS/IMPACT}

The proposed two-year FY24 and FY25 Operating Budgets - Attachment C total \(\$ 65,083,522\) and \(\$ 66,397,455\) respectively. In addition, METRO will be transferring: \(\$ 2,349,727\) in FY24 and \(\$ 2,330,955\) in FY25 to the Capital Budget (Bus Replacement Fund), \$2,000,000 in FY24 and FY25 for the UAL \& OPEB liability, \(\$ 4,291,096\) in FY24 and \(\$ 4,145,548\) in FY25 for Grant matching (includes Fuel Tax Credit), \$1,334,701 in FY24 and \$514,067 in

FY25 to Reserve Replenishment, and \$2,461,711 in FY24 and \$5,598,671 in FY25 from the COVID-19 Recovery Fund

These results match the total Operating Revenue Budget of \(\$ 72,597,335\) in FY24 and \(\$ 69,789,354\) in FY25. This is a Draft Budget, which reflects available data regarding revenues and expenses. The Final two-year Budget will be presented to the Board of Directors on June 23, 2023.

The Draft FY24 Capital Budget-Portfolio- Attachment E totals \$83,081,176.

\section*{VI. ALTERNATIVES CONSIDERED}

There are no recommended alternatives at this time. Staff recommends that the Finance, Budget and Audit Committee take input on the Draft FY24 and FY25 Operating Budget and FY24 Capital Budget-Portfolio and provide additional direction to staff as necessary regarding the contents of the Operating and Capital Budgets.

\section*{VII. CHANGES FROM COMMITTEE}

None

\section*{VIII. ATTACHMENTS}

Attachment A: Presentation of FY24 and FY25 Draft Operating Budgets and FY24 Capital Budget-Portfolio
Attachment B: 5 - Year Budget Plan
Attachment C: FY24 and FY25 Operating Budgets
Attachment D: Authorized and Funded Personnel
Attachment E: FY24 Capital Budget/Portfolio
Attachment F: FY24 Board Member Travel
Attachment G: FY24 \& FY25 Employee Incentive Program
Attachment H: FY24 \& FY25 Board Authorized METRO Support Activities

Attachment I: FY24 \& FY25 Memberships
Attachment J: Preliminary Schedule of Reserve Balances
Attachment K: Measure D: 5-Year Program of Projects (FY24 - FY28)
Attachment L: Resolution Acceptance of Budget

Prepared By: Cathy Downes, Sr. Financial Analyst

\section*{IX. APPROVALS:}


Attachment A
Chuck Farmer, Chief Financial Officer
Overview of Today's Presentation FY24 Operating Budget
- Changes from May Budget
- FY23 - FY24 Budget Summary
- FTE Changes
FY25 Operating Budget
- FY24 - FY25 Budget Summary
FY24 Capital Budget/Portfolio
Projected Operating Reserves
5 Year Projections
Appendix
- Operating Budget Risks
- FY24 \& FY25 Budget Assumptions
- FY24 \& FY25 Additional Information
- Budget Timeline

Operating Surplus/ (Deficit) Budget Changes
May 19, 2023 - J une 23, 2023
June Presentation vs May Presentation
\$000's
May FY24 Budget Operating Surplus before Transfers

\section*{Change in Expenses}

\$ 30

\$000's
Operating Revenue Passenger Fares
Special Transit Fares
Total Operating Revenues
Operating Expense
Labor - Regular ** Labor - OT
Non-Personnel
Total OpEx Operating Surplus/(Deficit) Farebox Recovery
Non-Operating Revenue/(Expense) Sales Tax/including Measure D Federal/State Grants COVID Relief Grants Pension UAL/Bond Payment* All Other
Total Non-Operating Revenue Operating Surplus/(Deficit) before Transfers
Transfers and Other
Transfers to Capital/Bus Replacement/Sustainability Funds
(To)/From COVID Recovery Fund Operating Surplus/(Deficit) after Transfers *Bond Payment started in FY23
** No COLA's have been considered for this budget

Numbers may not foot due to rounding
\begin{tabular}{|l|ll|}
\hline \multicolumn{2}{|c|}{329 Funded FTEs : } & \multicolumn{1}{c|}{ Final Adopted FY23 Budget, } \\
06-24-2022
\end{tabular}

\$000's
FY24 Budget Operating Surplus
Passenger Fares increase in ridership Contracted Increases
Total Operating Revenues
Change in Expenses
Salary/Fringe step/longivity increases

\(\$ 318\)
6,621
\((9,959)\)

\section*{Total Non-Operating Revenue}
Sub Total of Changes
FY25 Budget Operating Surplus before Transfers
\$000's
Operating Revenue
Passenger Fares
Special Transit Fares
Total Operating Revenues
Operating Expense Labor - Regular ** Labor - OT

I
Non-Personnel
Total OpEx
Non-Operating Revenue/(Expense)
Sales Tax/including Measure D Federal/State Grants COVID Relief Grants

Pension UAL/Bond Payment* All Other

Total Non-Operating Revenue Operating Surplus/(Deficit) before Transfers
Transfers and Other
Transfers to Capita/Bus Replacement/Sustainability Funds
(To)/From COVID Recovery Fund

Operating Surplus/(Deficit) after Transfers
*Bond Payment started in FY23
** No COLA's have been considered for this budget
Numbers may not foot due to rounding

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FY24 Capital Budget Projects
\$ 2,763
Total Portfolio
\[
\$ 35,560
\]
\$ 38,323
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FY24 Capital Budget Projects, con't
\begin{tabular}{|c|c|c|c|}
\hline \$000's Project Category: & \begin{tabular}{l}
FY24 \\
Budget
\end{tabular} & FY25 \& Beyond & Total Portfolio \\
\hline \multicolumn{4}{|l|}{Facilities Repair \& Improvements} \\
\hline Maintenace Facility Upgrade for Hydrogen Buses & \$ 1,500 & \$ 0 & \$ 1,500 \\
\hline 12 Bus Shelters & 300 & - & 300 \\
\hline Security Gates - Automated & 295 & - & 295 \\
\hline All Other Facilities projects & 614 & - & 614 \\
\hline Sub Total & \$ 2,710 & \$ 0 & \$ 2,710 \\
\hline \multicolumn{4}{|l|}{IT Projects} \\
\hline ERP System & \$ 2,119 & \$ 497 & \$ 2,616 \\
\hline Website Design & 250 & - & 250 \\
\hline Integrated Ticket \& Scheduling Optimazation & 375 & - & 375 \\
\hline Sub Total & \$ 2,744 & \$ 497 & \$ 3,241 \\
\hline \multicolumn{4}{|l|}{Other Miscellanous} \\
\hline Security Cameras - Buildings \& Buses & \$ 200 & \$ 0 & \$ 200 \\
\hline Other Miscellanous & 527 & - & 527 \\
\hline Sub Total & \$ 727 & \$ 0 & \$ 727 \\
\hline Grand Total & \$ 21,359 & \$ 61,722 & \$ 83,081 \\
\hline
\end{tabular}

Attachment A


\(\frac{\text { Operating Reserves as of 06/30/2023: }}{\text { (estimate as of } 5 / 25 / 2023)}\)
\(\$ 2.3 \mathrm{M}\)
\(\$ 0.7 \mathrm{M} \quad \$ 16.3 \mathrm{M}\)

\begin{tabular}{|ll|}
\hline \multicolumn{1}{|c|}{ Fund Title } & \multicolumn{1}{c|}{ Explanation and Use: } \\
\hline Operating and Capital Reserve Fund & Support operations and grant matching for Capital projects \\
\hline Operations Sustainability Reserve Fund & 3 Months of Reserves to cover all Operating Expenses \\
\hline CalPERS UAL \& OPEB Liability Reserve & \begin{tabular}{l} 
Pay down future CalPERS unfunded pension liability and supplement the \\
increasing costs for retiree health care liabilities
\end{tabular} \\
\hline Cash Flow Reserve Fund & \begin{tabular}{l} 
Funding to cover the timing of cash "inflows" and "outflows" during various time \\
frames
\end{tabular} \\
\hline COVID Recovery Reserve Fund & \begin{tabular}{l} 
Reserves to cover operating losses as METRO recovers from COVID and help \\
extend the Fiscal Cliff another year or two
\end{tabular} \\
\hline Workers Compensation Reserve Fund & \begin{tabular}{l} 
Funds set aside for the possible payment on the long term portion of workers \\
compensation
\end{tabular} \\
\hline Liability Insurance Reserve Fund & Funds set aside to pay the cost of outstanding liability and physical damage claims
\end{tabular}

\section*{Operating Expense}
Labor - Regular Labor - OT
Finge
Non-Personnel
Total Operating Expense Operating Surplusl(Deficit) Farebox Recovery
Operating Surplusl(Deficit) before Transfers
Pension UAL/Bond Payment*
All Other Revenue
Total Non-Operating Revenuel(Expense) Federal/State Grants
COVID Relief Grants
COVID Related Costs
(298)
ơ
\begin{tabular}{rrrrrrrrr}
676 & 1,240 & & 1,220 & & 1,205 & & 1,192 & 1,179 \\
\(1.0 \%\) \\
\hline\(\$ 55,483\) & \(\$ 59,250\) & \(\$ 56,205\) & \(\$ 57,059\) & \(\$ 58,455\) & \(\$ 59,887\) & \((0.2 \%)\) \\
\hline\(\$ 8,853\) & \(\$ 7,514\) & \(\$\) & 3,392 & \(\$ ~ 2,388\) & \(\$\) & 961 & \((\$\) & \(364)\) \\
\hline \hline
\end{tabular}
ơ
\(\stackrel{0}{2}\)

5 Year (FY24
Assumptions for 5 Year Projections
Revenue Assumptions
Revenue Assumptions
- Ridership continues to grow, slowly returning to pre-COVID
levels
- Sales tax grows at \(2 \%\) per year based on CPI expectations
Expense Assumptions
- Personnel
- Only contractual obligations of step increases - no other
increases included
- CalPERS retirement employer contribution decreases each year
\(\sim 0.2 \%\)
- Medical insurance premiums increase \(\sim 5 \%\) each year
- Non-Personnel
- General expenses increase at \(2.3 \%\) per year - assumed CPI
level
p continues to
2\%
expense Assumptions
- Only contractual obliga
increases included
per year based on CPI expectations
grows at 2\%
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levels
Sales tax
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13A. 20

Revenues
Revenues
- Passenger Fares and Paratransit Fares
• Fluctuations in ridership
- Special Transit Fares
• Contracts being eliminated or severely reduced (UCSC, Cabrillo,
\(\quad\) City of Santa Cruz)
- Sales Tax and TDA - LTF
\(\quad\) - \(\quad\) Consumer spending uncertain as inflation continues and the
- Federal FTA 5307, STIC, 5311
• Subject to appropriation/reauthorization
- Economic downturn from recession
- Natural disaster such as fires, floods or earthquakes
Expenses
- CNG/Electric/Diesel Engine Failures
- Fuel Costs Volatility
- Workers Comp Insurance
- Medical Insurance
- Final costs come out in January
- Contract renewals and rebids
- Costs could come in higher than
- Settlement Costs
- Costs could come in higher than previous years
- Aging Fleet
- Increased Maintenance Costs
- Changes in Unfunded Mandates
- Overtime costs due to shortage of drivers
- Government mandates for employee paid leaves


Passenger Fares increase \(\$ 643 \mathrm{~K}\), or \(26.4 \%\), to \(\$ 3,080 \mathrm{~K}\) due to
increased ridership across all modes
- Fixed Route increase \(\$ 237 \mathrm{~K}\), or \(14.6 \%\), to \(\$ 1,882 \mathrm{~K}\)
- Paratransit increase \(\$ 16 \mathrm{~K}\), or \(8.0 \%\), to \(\$ 210 \mathrm{~K}\)
- Highway 17 Fares increase \(\$ 394 \mathrm{~K}\), or \(66.4 \%\), to \(\$ 988 \mathrm{~K}\)
Special Transit Fares increase \(\$ 142 \mathrm{~K}\), or \(2.4 \%\), to \(\$ 6,095 \mathrm{~K}\);
primarily due to contractual increases and increased ridership
recovery as impact from COVID declines

\$595K

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or \(2.0 \%\)
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UCSC increase \$95K,
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\begin{tabular}{c}
\(\stackrel{\rightharpoonup}{N}\) \\
\multirow{2}{*}{} \\
\end{tabular}
or
City of Santa Cruz increase \(\$ 25 \mathrm{~K}\)


pub dəłs łdəכХə year over year lar Labor Costs -
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No labor increase y
eg \$20 R
Operating Expense Assumptions
\[
\begin{aligned}
& \text { - Overtime costs - decrease of } \$ 154 \mathrm{~K} \text {, or } 11.6 \% \text {, to } \\
& \quad \$ 1,171 \mathrm{~K} \text { as recruitment increases to fill vacancies } \\
& \text { Fringe costs - increase of } \$ 641 \mathrm{~K} \text {, or } 3.0 \% \text {, to } \$ 21,813 \mathrm{~K} \text {; } \\
& \text { primarily due to increased cost for Medical/Dental/Vision } \\
& \text { insurance ( } \$ 324 \mathrm{~K} \text {, or } 2.6 \% \text {, to } \$ 12,595 \mathrm{~K}) \text {, along with higher } \\
& \text { Retirement CallERS cost ( } \$ 331 \mathrm{~K} \text {, or } 13.9 \% \text {, to } \$ 2,709 \mathrm{~K} \text { ); } \\
& \text { partially offset by lower SDI ( } \$ 46 \mathrm{~K} \text {, or } 16.8 \% \text {, to } \$ 228 \mathrm{~K}) \text {, } \\
& \text { SUI ( } \$ 12 \mathrm{~K}, \text { or } 25.8 \% \text {, to } \$ 35 \mathrm{~K}) \text {, and Other Fringe Benefits } \\
& (\$ 22 \mathrm{~K}, \text { or } 10.8 \% \text {, to } 185 \mathrm{~K})
\end{aligned}
\]

Attachment A
Operating Expense Assumptions, con't
Non-Personnel - Overall increase \(\$ 5,300 \mathrm{~K}\), or \(42.7 \%\), to
\(\$ 17,706 \mathrm{~K}\)
One Time Costs - \(\$ 2,782 \mathrm{~K}\), primarily driven by:
- Marketing - \(\$ 707 \mathrm{~K}\) due to the launch of a multidimensional
organizational rebranding program aimed to reposition METRO
as a strong community partner and ultimately contribute to
meeting our strategic goals of attracting and increasing
ridership
- Internal Audits/Strategic Planning - \(\$ 1,068 K\) due to Audits for
Safety, Advance Technology, Maintenance \& Operations,
Strategic Revenue Planning, Facilities Master Plan, and Long
Range Plan
- Hydrogen Infrastructure Training in Fleet Department - \$322K
to ensure staff is ready for Hydrogen Bus Fleet
All Other one time costs - \$685K to cover things like Bus Stop
\& Facilities upgrades/studies, Project Manager for TIRCP
Grant, as well as one time recruitment costs
\(\quad\) Operating Expense Assumptions, con't
Non-Personnel -
Ongoing cost increases - \(\$ 2,188 \mathrm{~K}\), or \(12.9 \%\), to \(\$ 19,097 \mathrm{~K}\)
primarily driven by:
- Fuel Revenue Vehicles - \(\$ 1,764 \mathrm{~K}\), or \(88.2 \%\), to \(\$ 3,764 \mathrm{~K}\) due
to CNG fuel costs experiencing significant price increases
- Repair Equipment - \(\$ 594 \mathrm{~K}\), or \(62.2 \%\), to \(\$ 1,549 \mathrm{~K}\) primarily
due to IT contracts for maintenance/cloud hosting and CNG
equipment maintenance and repair

Attachment A
\$ in millions


Attachment A
Non-Operating Revenue// Expense Assumptions
- Increased Non-Operating Revenue
- Sales Tax, including Measure D increase \(\$ 1,033 \mathrm{~K}\), or \(3.4 \%\), to \(\$ 31.8 \mathrm{M}\)
- American Rescue Plan Act (ARPA) COVID Relief grants decrease \(\$ 5.5 \mathrm{M}\), or
\(35.7 \%\), to \(\$ 10.0 \mathrm{M}\) based on reimbursable costs and previous drawdowns
- Federal/State Grants, net increase \(\$ 5.9 \mathrm{M}\), or \(40.8 \%\), to \(\$ 20.4 \mathrm{M}\) primarily due
to
- TDA - STA Operating grant increase \(\$ 1.6 \mathrm{M}\), or \(35.0 \%\), to \(\$ 6.0 \mathrm{M}\) as a result of
higher allocations from State Transit Assistance for FY 24
- LCTOP Grant increase \(\$ 0.2 \mathrm{M}\), or \(38.9 \%\), to \(\$ 0.7 \mathrm{M}\)
- TIRCP Grant increase \(\$ 0.3 \mathrm{M}\), or \(100 \%\), to \(\$ 0.3 \mathrm{M}\)
- FTA 5307 Op Assistance grant increase \(\$ 3.8 \mathrm{M}\), or \(100 \%\), to \(\$ 3.8 \mathrm{M}\)
- Fuel Tax Credit increase \(\$ 0.3 \mathrm{M}\), or \(100.0 \%\), to \(\$ 0.3 \mathrm{M}\) due to renewal of the
Fuel tax credit through December 2024
- All Other Revenue increased \(\$ 0.6 \mathrm{M}\), or \(83.4 \%\), to \(\$ 1.2 \mathrm{M}\) primarily due to
increased interest income on the cash balance at the Treasury
Decreased Non-Operating Expense

Transfers
- Total transfers increase \(12.5 \%\) vs. FY23 budget; driven by
Reserve Replenishment increase of \(\$ 1.3 \mathrm{M}\) and increase of
\(\$ 0.3 \mathrm{M}\) related to the Fuel Tax Credit
- The Fuel Tax Credit was renewed through December 2024 as
part of the Federal Inflation Reduction Act
\$ in millions
(\$51.0)
(\$51.5)
(\$52.0)
(\$52.5)
(\$53.0)
(\$53.5)

13A. 33

Revenue
Expenses
Pasating
UCSC, Cab
contracted
Operating
Salary and wages only include step and longevity increases of
\(\$ 278 \mathrm{~K}\), or \(1.4 \%\), to \(\$ 20,499 \mathrm{~K}\)
- Overtime increase of \(\$ 25 \mathrm{~K}\), or \(2.2 \%\), to \(\$ 1,196 \mathrm{~K}\) in line with
step/longevity increases
- Fringe, increase \(\$ 1,087 \mathrm{~K}\), or \(5.0 \%\), to \(\$ 22,900 \mathrm{~K}\) primarily due
to increased Medical costs assumed to be \(7.2 \%\)
- Non-Personnel decrease of \(\$ 81 \mathrm{~K}\), or \(0.5 \%\), to \(\$ 17,625 \mathrm{~K}\)
primarily due to non-recurring costs from FY24, partially offset
by CPI increase in other areas
Budget Non-Operating Assumptions
Non-Operating Revenue
- Sales Tax/including Measure D, increase \(\$ 0.3 \mathrm{M}\), or \(1.0 \%\), to
\(\$ 32.1 \mathrm{M}\)
- American Rescue Plan Act (ARPA) COVID Relief grant,
decrease of \(\$ 10.0 \mathrm{M}\), or \(100.0 \%\) driven by the final drawdown
of remaining available funds occurring in FY24
- Federal/ State Grants, increase \(\$ 6.6 \mathrm{M}\), or \(32.4 \%\), \(\$ 27.0 \mathrm{M}\) due
to FTA 5307 and STIC grants increase of \(\$ 7.8 \mathrm{M}\); partially
offset by TDA - STA decrease of \(\$ 1.5 \mathrm{M}\)
Non-Operating Expenses
- Sales Tax Revenue Bond Payment - virtually flat with a \(\$ 5 \mathrm{~K}\)
increase

Board Authorized METRO Support Activities
\begin{tabular}{|c|c|}
\hline Santa Cruz County Fair & Trunk or Treat (Soquel/Santa Cruz \& Watsonville) \\
\hline Christmas Parade - Tentatively Santa Cruz \& Watsonville & One Ride at a Time Events - World Wetland's Day, Beach CleanUps, Youth Field Trips, etc. \\
\hline 4th of July Parades - Tentatively Scotts Valley, Aptos, \& Watsonville & Youth Cruz Free Events - school outreach, events, etc. Grades K - 12 \\
\hline Leadership Santa Cruz & Press Events - to launch new campaigns to the public \\
\hline Santa Cruz County Chamber of Commerce Business Expo & Senior Events - for ParaCruz \\
\hline Earth Day Event - SJ State University, Pacific Station, \& potentially Watsonville & Employee Event \\
\hline CA Clean Air Day Event - Pacific Station \& potentially Watsonville & Transit Worker Appreciation Day \\
\hline Stuff the Bus - Potentially one in November, one in December & Operator Appreciation Day \\
\hline Transit Equity Day & Customer Service Appreciation Day \\
\hline Downtown Santa Cruz Kids Day & Employee Picnic \\
\hline Downtown Day (for UCSC students) & Holiday Party \\
\hline Veterans Day & Roadeo \\
\hline
\end{tabular}
Memberships
\begin{tabular}{|c|c|}
\hline \multicolumn{2}{|l|}{} \\
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\end{tabular}
Memberships

Attachment A
Fleet Maintenance
All Data
Allison Doc (Transmission Software)
Cummins (Insite Pro Fleet Books Software)
Mitchell (Online Vehicle Manuals)
Snap-On (Fleet Scanner Software)
Valley Power (John Deere Software)
FY24 Total: \$102,319
Memberships
Total \$

FY25 Total: \$107,193
Board Member Travel Budget Assumptions
American Public Transportation Association (APTA) Meetings

California Transit Association (CTA) Meetings

Additional Travel
Meetings with legislators and government officials in Washington, San Francisco and Sacramento, as approved by the Chair of the Board.
Expenses related to Board Members meeting with CEO/General Manager and Staff.

\section*{programs:}
Department
\(22,555 \quad \$ \quad 23,683\) Administration
\(9,690 \quad 10,175\) Bus Operators
\begin{tabular}{|c|c|c|c|}
\hline Awards Incentive program & 2,500 & 2,500 & ParaCruz \\
\hline \begin{tabular}{l}
Bus Rodeo \\
Safety awards \\
Summer Driver Appreciation Event
\end{tabular} & 12,534 & 12,910 & Safety \& Risk Mgmt \\
\hline District Service Awards & 4,222 & 4,433 & Administration \\
\hline Employee Appreciation Event & 26,143 & 27,390 & \begin{tabular}{l}
Administration \\
Finance \\
Customer Service \\
Human Resources \\
Operations \\
Fleet Maintenance
\end{tabular} \\
\hline Employee Welcome \& Promotion kits & 2,500 & 2,500 & Human Resources \\
\hline Total & \$ 80,144 & 83,591 & \\
\hline
\end{tabular}

Budget presentation to Union Partners
Finalize negotiations with Unions on new 3 Year contract Review and recommend adoption of METRO's FY24 and FY25 Operating Budget and FY24 Capital Budget

Adoption of the Final FY24 and FY25 Budgets

\section*{- THIS PAGE INTENTIONALLY LEFT BLANK -}
Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
As of July 1, 2023
BUDGET BUDGET




\section*{- THIS PAGE INTENTIONALLY LEFT BLANK -}

Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{REVENUE:} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\[
\begin{aligned}
& \text { BUDGET } \\
& \text { FY23 } \\
& \hline
\end{aligned}
\]}} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June-23 \\
BUDGET FY24
\end{tabular}}} & \multicolumn{2}{|l|}{Increase/(Decrease)} & crease) & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{June-23 PLAN FY25}} & & \multicolumn{2}{|l|}{Increase/(Decrease)} \\
\hline & & & & & & \$ VAR & \% VAR & & & & \$ VAR & \% VAR \\
\hline \multicolumn{13}{|l|}{Operating Revenue} \\
\hline Passenger Fares & \$ & 2,437,388 & \$ & 3,080,194 & \$ & 642,806 & 26.4\% & \$ & 3,186,199 & \$ & 106,005 & 3.4\% \\
\hline Special Transit Fares & & 5,952,851 & & 6,094,772 & & 141,921 & 2.4\% & & 6,220,501 & & 125,729 & 2.1\% \\
\hline Total Operating Revenue & \$ & 8,390,239 & \$ & 9,174,966 & \$ & 784,727 & 9.4\% & \$ & 9,406,700 & \$ & 231,734 & 2.5\% \\
\hline \multicolumn{13}{|l|}{Operating Expense} \\
\hline Labor - Regular & \$ & 20,414,537 & \$ & 20,220,463 & \$ & \((194,074)\) & (1.0\%) & \$ & 20,498,639 & \$ & 278,176 & 1.4\% \\
\hline Labor - OT & & 1,324,597 & & 1,170,922 & & \((153,675)\) & (11.6\%) & & 1,196,225 & & 25,303 & 2.2\% \\
\hline Fringe & & 21,171,861 & & 21,813,195 & & 641,334 & 3.0\% & & 22,900,043 & & 1,086,848 & 5.0\% \\
\hline Non-Personnel & & 12,108,451 & & 17,706,277 & & 5,597,826 & 46.2\% & & 17,625,345 & & \((80,932)\) & (0.5\%) \\
\hline Total Operating Expense & \$ & 55,019,446 & \$ & 60,910,857 & \$ & 5,891,411 & 10.7\% & \$ & 62,220,252 & \$ & 1,309,395 & 2.1\% \\
\hline Operating Surplus/(Deficit) & \$ & \((46,629,207)\) & \$ & (51,735,891) & \$ & \((5,106,684)\) & 11.0\% & \$ & \((52,813,552)\) & \$ & (1,077,661) & 2.1\% \\
\hline Farebox Recovery & & 15.2\% & & 15.1\% & & & & & 15.1\% & & & \\
\hline \multicolumn{13}{|l|}{Non-Operating Revenue/(Expense)} \\
\hline Sales Tax/including Measure D & \$ & 30,774,884 & \$ & 31,808,185 & \$ & 1,033,301 & 3.4\% & \$ & 32,126,267 & \$ & 318,082 & 1.0\% \\
\hline Federal/State Grants & & 14,495,688 & & 20,415,415 & & 5,919,727 & 40.8\% & & 27,036,316 & & 6,620,901 & 32.4\% \\
\hline COVID Relief Grants & & 15,476,595 & & 9,959,064 & & \((5,517,531)\) & (35.7\%) & & - & & (9,959,064) & (100.0\%) \\
\hline COVID Related Costs & & \((297,712)\) & & - & & 297,712 & (100.0\%) & & - & & - & 0.0\% \\
\hline Pension UAL/Bond Payment* & & \((5,642,781)\) & & (4,172,665) & & 1,470,116 & (26.1\%) & & \((4,177,203)\) & & \((4,538)\) & 0.1\% \\
\hline All Other Revenue & & 675,833 & & 1,239,705 & & 563,872 & 83.4\% & & 1,220,071 & & \((19,634)\) & (1.6\%) \\
\hline Total Non-Operating Revenue/(Expense) & \$ & 55,482,507 & \$ & 59,249,704 & \$ & 3,767,197 & 6.8\% & \$ & 56,205,451 & \$ & \((3,044,253)\) & (5.1\%) \\
\hline Operating Surplus/(Deficit) before Transfers & \$ & 8,853,300 & \$ & 7,513,813 & \$ & \((1,339,487)\) & (15.1\%) & \$ & 3,391,899 & \$ & \((4,121,914)\) & (54.9\%) \\
\hline \multicolumn{13}{|l|}{Transfers and Other} \\
\hline Transfers to Capital/Operating \& Capital Reserve Fund & \$ & \((8,853,300)\) & \$ & (9,975,524) & \$ & \((1,122,224)\) & 12.7\% & \$ & (8,990,570) & \$ & 984,954 & (9.9\%) \\
\hline (To)/From COVID Recovery Fund & & & & 2,461,711 & & 2,461,711 & 100.0\% & & 5,598,671 & & 3,136,960 & 127.4\% \\
\hline Operating Surplus/(Deficit) after Transfers & \$ & - & \$ & & & & & \$ & - & & & \\
\hline
\end{tabular}

Attachment C
FY24 \& FY25 OPERATING BUDGET
REVENUE SOURCES

Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
REVENUE SOURCES
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{REVENUE SOURCE} & \multirow[t]{2}{*}{\[
\begin{gathered}
\text { June-22 } \\
\text { BUDGET } \\
\text { FY23 } \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June- 23 \\
BUDGET \\
FY24
\end{tabular}}} & \multicolumn{3}{|l|}{Increase/(Decrease)} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June-23 \\
PLAN \\
FY25
\end{tabular}}} & \multicolumn{3}{|l|}{Increase/(Decrease)} \\
\hline & & & & & \$ VAR & \% VAR & & & & \$ VAR & \% VAR \\
\hline \multicolumn{12}{|l|}{All Other Revenue} \\
\hline Commissions & 1,000 & & 500 & & (500) & (50.0\%) & & 500 & & - & 0.0\% \\
\hline Advertising Income & 195,000 & & 172,320 & & \((22,680)\) & (11.6\%) & & 172,320 & & - & 0.0\% \\
\hline Rent Income - SC Pacific Station & 60,187 & & 41,798 & & \((18,389)\) & (30.6\%) & & 43,052 & & 1,254 & 3.0\% \\
\hline Rent Income - Scotts Valley & 29,862 & & 32,959 & & 3,097 & 10.4\% & & 29,761 & & \((3,198)\) & (9.7\%) \\
\hline Rent Income - Watsonville TC & 42,536 & & 30,560 & & \((11,976)\) & (28.2\%) & & 31,477 & & 917 & 3.0\% \\
\hline Interest Income & 250,000 & & 755,568 & & 505,568 & 202.2\% & & 732,901 & & \((22,667)\) & (3.0\%) \\
\hline Other Non-Transp Revenue - LCFS Credits & & & 15,000 & & 15,000 & 100.0\% & & 15,150 & & 150 & 1.0\% \\
\hline Other Non-Transp Revenue - CNG Sales & 62,953 & & 100,000 & & 37,047 & 58.8\% & & 103,000 & & 3,000 & 3.0\% \\
\hline Other Non-Transp Revenue - All Other & 34,295 & & 91,000 & & 56,705 & 165.3\% & & 91,910 & & 910 & 1.0\% \\
\hline TOTAL OPERATING REVENUE \$ & 69,813,239 & \$ & 72,597,335 & \$ & 2,784,096 & 4.0\% & \$ & 69,789,354 & \$ & 2,807,981) & -3.9\% \\
\hline \multicolumn{12}{|l|}{} \\
\hline TRANSFERS TO CAPITAL/OPERATING \& CAPITAL R \$ & \((8,853,300)\) & \$ & (9,975,524) & \$ & (1,122,224) & 12.7\% & \$ & (8,990,570) & \$ & 984,954 & (9.9\%) \\
\hline \multicolumn{12}{|l|}{} \\
\hline TRANSFERS (TO) / FROM COVID-19 RECOVERY FUP \$ & - & \$ & 2,461,711 & \$ & 2,461,711 & 100.0\% & \$ & 5,598,671 & \$ & 3,136,960 & 127.4\% \\
\hline \multicolumn{12}{|l|}{} \\
\hline TOTAL REVENUE SOURCES \$ & 60,959,939 & \$ & 65,083,522 & \$ & 4,123,583 & 6.8\% & \$ & 66,397,455 & \$ & 1,313,933 & 2.0\% \\
\hline \multicolumn{12}{|l|}{* FTA funding is used solely to fund labor expense} \\
\hline TOTAL EXPENSES & 60,959,939 & & 65,083,522 & & 4,123,583 & 6.8\% & & 66,397,455 & & 1,313,933 & 2.0\% \\
\hline TRANSFERS TO CAPITAL (BUS REPLACEMENT FUND) & 2,353,300 & & 2,349,727 & & \((3,573)\) & (0.2\%) & & 2,330,955 & & \((18,772)\) & (0.8\%) \\
\hline
\end{tabular}
TRANSFERS TO OPERATING \& CAPITAL RESERVE FUNDS

Revenue - (Expenses + Transfer to Capital Budget + Fuel Tax Credit)
Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|}
\hline TRANSEERS & FY24 \& Trans & FY25 OPE fers \& Ope June-22
BUOGET BUGEE & ERATING erating B \begin{tabular}{c} 
June-23 \\
BUDGET \\
\hline
\end{tabular} Buber & BUDGET ance Increasel(De & \% VAR & & \(\underset{\substack{\text { June-23 } \\ \text { PLAN }}}{\substack{\text { an }}}\) & \(s\) VAR & \(\%\) Var \\
\hline \multirow[t]{2}{*}{Transfers to Capital Budget 2016 Net Sales Tax Measure D* TDA - STA - Operating , Includes SB1} & \$ & \((2,353,300)\) \$ & \$ \((2,349,727) \$\) & 573 & \({ }_{0}^{(0.20)}\) & \$ & \((2,330,955)\) \$ & 18,772 & (em) \\
\hline & Total \({ }^{\text {s }}\) & \(\underline{(2,353,300) ~ \$ ~}\) & (2,39,727) & 3,573 & (0.2\%) & s & (2,330,955) & 18, & (0.8\%) \\
\hline \multirow[t]{6}{*}{\begin{tabular}{l}
Transfers tol(from) Operating \& Capital Reserve Fund Fuel Tax Credit* \\
CalPERS UAL \& OPEB Operating \& Capital Reserve Fund
\end{tabular}} & & & & & & & & & \\
\hline & \$ & & (291,096) & (291,096) & 100.0\% & \$ & (144,548) \$ & 144,548 & \\
\hline & & (2,00,000) & (2,000,000) & & 0.0\% & & (2,00,000) & & 0.0\% \\
\hline & & & (1,334,701) & (1,334,701) & 100.0\% & & (514,06) & 820,63 & \({ }^{61.50 \%)}\) \\
\hline & \multirow[t]{2}{*}{Total \({ }^{\text {s }}\)} & & & & 1730 & & (4,000,00 & & \\
\hline & & ) s & 797) \({ }^{\text {s }}\) & \({ }^{(1,125,997)}\) & 17.3\% & s & (69,615) & 966,182 & (12.7\%) \\
\hline
\end{tabular}
Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
*Beginning in FY19, 2016 Net Sales Tax Measure D is transferred to the Capital Budget as per 5-Year Program of Projects, provided to RTC. The 5Year Program of Projects should be updated yearly, after the budget is adopted in June, in order to reflect Santa Cruz METRO's latest Measure D growth projections, presented above.
Transfers (To) / From Covid-19 Recovery Fund
Transfers (To) / From Covid-19 Recovery Fund
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline Transfers (To) / From Covid-19 Recovery Fund & & \$ & - & \$ & 2,461,711 & \$ & 2,461,711 & 100.0\% & \$ & 5,598,671 & \$ & 3,136,960 & 127.4\% \\
\hline & Total & \$ & - & \$ & 2,461,711 & \$ & 2,461,711 & 100.0\% & \$ & 5,598,671 & \$ & 3,136,960 & 127.4\% \\
\hline TOTAL REVENUE & & \$ & 69,813,239 & \$ & 72,597,335 & \$ & 2,784,096 & 4.0\% & \$ & 69,789,354 & \$ & \((2,807,981)\) & (3.9\%) \\
\hline TOTAL EXPENSES & & \$ & 60,959,939 & \$ & 65,083,522 & \$ & 4,123,583 & 6.8\% & \$ & 66,397,455 & \$ & 1,313,933 & 2.0\% \\
\hline TOTAL OPERATING/CAPITAL TRANSFERS & & \$ & \((8,853,300)\) & \$ & \((9,975,524)\) & \$ & \((1,122,224)\) & 12.7\% & \$ & \((8,990,570)\) & \$ & 984,954 & (9.9\%) \\
\hline TOTAL COVID TRANSFERS & & \$ & - & \$ & 2,461,711 & \$ & 2,461,711 & 100.0\% & \$ & 5,598,671 & \$ & 3,136,960 & 127.4\% \\
\hline OPERATING BALANCE & & \$ & - & \$ & - & \$ & - & & \$ & - & \$ & - & \\
\hline
\end{tabular}


\begin{tabular}{|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { June-22 } \\
& \text { BUDGET }
\end{aligned}
\]} & June-23 & \multicolumn{5}{|l|}{June-23} \\
\hline & BUDGET & Increas & rease) & PLAN & Increas & rease) \\
\hline FY23 & FY24 & \$ VAR & \% VAR & FY25 & \$ VAR & \% VAR \\
\hline
\end{tabular}

\footnotetext{
**Subject to annual renewal of the tax extenders
}

Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET

\section*{CONSOLIDATED EXPENSES}
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{3}{*}{ACCOUNT DESCRIPTION} & \multirow[t]{3}{*}{\[
\begin{gathered}
\text { June-22 } \\
\text { BUDGET } \\
\text { FY23 } \\
\hline
\end{gathered}
\]} & \multirow[t]{3}{*}{\[
\begin{gathered}
\text { June-23 } \\
\text { BUDGET } \\
\text { FY24 } \\
\hline
\end{gathered}
\]} & \multicolumn{5}{|l|}{June-23} \\
\hline & & & \multicolumn{2}{|l|}{Increase/(Decrease)} & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { PLAN } \\
& \text { FY25 } \\
& \hline
\end{aligned}
\]} & \multicolumn{2}{|l|}{Increase/(Decrease)} \\
\hline & & & \$ VAR & \% VAR & & \$ VAR & \% VAR \\
\hline \multicolumn{8}{|l|}{LABOR} \\
\hline 501011 Bus Operator Pay & 10,551,285 & 10,325,261 & \((226,024)\) & (2.1\%) & 10,426,025 & 100,764 & 1.0\% \\
\hline 501013 Bus Operator OT & 825,527 & 774,478 & \((51,049)\) & (6.2\%) & 788,230 & 13,752 & 1.8\% \\
\hline 501021 Other Salaries & 9,863,252 & 9,895,202 & 31,950 & 0.3\% & 10,072,614 & 177,412 & 1.8\% \\
\hline 501023 Other OT & 499,070 & 396,444 & \((102,626)\) & (20.6\%) & 407,995 & 11,551 & 2.9\% \\
\hline Totals & 21,739,134 & 21,391,385 & \((347,749)\) & (1.6\%) & 21,694,864 & 303,479 & 1.4\% \\
\hline \multicolumn{8}{|l|}{FRINGE BENEFITS} \\
\hline 502011 Medicare/Soc. Sec. & 372,628 & 374,119 & 1,491 & 0.4\% & 380,514 & 6,395 & 1.7\% \\
\hline 502021 Retirement & 2,377,972 & 2,708,989 & 331,017 & 13.9\% & 2,720,589 & 11,600 & 0.4\% \\
\hline 502022 Retirement UAL & 1,139,812 & - & \((1,139,812)\) & (100.0\%) & - & - & 0.0\% \\
\hline 502031 Medical Ins & 11,680,051 & 11,985,361 & 305,310 & 2.6\% & 12,849,795 & 864,434 & 7.2\% \\
\hline 502041 Dental Ins & 483,531 & 504,082 & 20,551 & 4.3\% & 513,552 & 9,470 & 1.9\% \\
\hline 502045 Vision Ins & 107,496 & 105,936 & \((1,560)\) & (1.5\%) & 105,936 & - & 0.0\% \\
\hline 502051 Life Ins/AD\&D & 47,442 & 48,509 & 1,067 & 2.2\% & 49,824 & 1,315 & 2.7\% \\
\hline 502060 State Disability Ins (SDI) & 274,285 & 228,079 & \((46,206)\) & (16.8\%) & 240,936 & 12,857 & 5.6\% \\
\hline 502061 Long Term Disability Ins & 155,101 & 160,862 & 5,761 & 3.7\% & 162,756 & 1,894 & 1.2\% \\
\hline 502071 State Unemployment Ins (SUI) & 46,718 & 34,650 & \((12,068)\) & (25.8\%) & 36,960 & 2,310 & 6.7\% \\
\hline 502081 Worker's Comp Ins & 1,014,944 & 1,045,389 & 30,445 & 3.0\% & 1,076,755 & 31,366 & 3.0\% \\
\hline 502101 Holiday Pay & 739,860 & 746,101 & 6,241 & 0.8\% & 762,545 & 16,444 & 2.2\% \\
\hline 502103 Floating Holiday & 131,257 & 141,115 & 9,858 & 7.5\% & 144,625 & 3,510 & 2.5\% \\
\hline 502109 Sick Leave & 1,134,427 & 1,143,829 & 9,402 & 0.8\% & 1,169,060 & 25,231 & 2.2\% \\
\hline 502111 Annual Leave & 2,205,190 & 2,203,760 & \((1,430)\) & (0.1\%) & 2,292,535 & 88,775 & 4.0\% \\
\hline 502121 Other Paid Absence & 173,386 & 174,864 & 1,478 & 0.9\% & 178,730 & 3,866 & 2.2\% \\
\hline 502251 Phys. Exams & 17,832 & 19,371 & 1,539 & 8.6\% & 20,505 & 1,134 & 5.9\% \\
\hline 502253 Driver Lic Renewal & 2,540 & 3,422 & 882 & 34.7\% & 3,687 & 265 & 7.7\% \\
\hline 502999 Other Fringe Benefits & 207,201 & 184,757 & \((22,444)\) & (10.8\%) & 190,739 & 5,982 & 3.2\% \\
\hline Totals & 22,311,673 & 21,813,195 & \((498,478)\) & (2.2\%) & 22,900,043 & 1,086,848 & 5.0\% \\
\hline
\end{tabular}

Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET

\section*{CONSOLIDATED EXPENSES}
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{3}{*}{ACCOUNT DESCRIPTION} & \multirow[t]{3}{*}{\begin{tabular}{l}
June-22 \\
BUDGET \\
FY23
\end{tabular}} & \multirow[t]{3}{*}{\begin{tabular}{l}
June-23 \\
BUDGET FY24
\end{tabular}} & \multicolumn{5}{|l|}{June-23} \\
\hline & & & \multicolumn{2}{|l|}{Increase/(Decrease)} & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { PLAN } \\
& \text { FY25 } \\
& \hline
\end{aligned}
\]} & \multicolumn{2}{|l|}{Increase/(Decrease)} \\
\hline & & & \$ VAR & \% VAR & & \$ VAR & \% VAR \\
\hline \multicolumn{8}{|l|}{SERVICES} \\
\hline 503011 Accting/Audit Fees & 106,386 & 105,250 & \((1,136)\) & (1.1\%) & 107,750 & 2,500 & 2.4\% \\
\hline 503012 Admin/Bank Fees & 439,895 & 627,000 & 187,105 & 42.5\% & 655,800 & 28,800 & 4.6\% \\
\hline 503031 Prof/Technical Fees & 1,983,868 & 2,813,153 & 829,285 & 41.8\% & 2,123,547 & \((689,606)\) & (24.5\%) \\
\hline 503032 Legislative Services & 101,121 & 258,703 & 157,582 & 155.8\% & 189,988 & \((68,715)\) & (26.6\%) \\
\hline 503033 Legal Services & 455,096 & 554,346 & 99,250 & 21.8\% & 567,963 & 13,617 & 2.5\% \\
\hline 503034 Pre-Employment Exams & 9,179 & 10,219 & 1,040 & 11.3\% & 10,710 & 491 & 4.8\% \\
\hline 503041 Temp Help & 72,000 & - & \((72,000)\) & (100.0\%) & - & - & 0.0\% \\
\hline 503161 Custodial Services & 9,581 & 8,722 & (859) & (9.0\%) & 9,158 & 436 & 5.0\% \\
\hline 503162 Uniforms/Laundry & 98,277 & 41,795 & \((56,482)\) & (57.5\%) & 43,439 & 1,644 & 3.9\% \\
\hline 503171 Security Services & 632,501 & 672,869 & 40,368 & 6.4\% & 699,997 & 27,128 & 4.0\% \\
\hline 503221 Classified/Legal Ads & 23,282 & 34,992 & 11,710 & 50.3\% & 35,341 & 349 & 1.0\% \\
\hline 503222 Legal Ads & - & - & - & 0.0\% & - & - & 0.0\% \\
\hline 503225 Graphic Services & - & - & - & 0.0\% & - & - & 0.0\% \\
\hline 503351 Repair - Bldg \& Impr & 200,000 & 225,000 & 25,000 & 12.5\% & 232,500 & 7,500 & 3.3\% \\
\hline 503352 Repair - Equipment & 955,203 & 1,549,056 & 593,853 & 62.2\% & 1,599,052 & 49,996 & 3.2\% \\
\hline 503353 Repair - Rev Vehicle & 611,480 & 654,926 & 43,446 & 7.1\% & 595,081 & \((59,845)\) & (9.1\%) \\
\hline 503354 Repair - Non Rev Vehicle & 58,575 & 72,075 & 13,500 & 23.0\% & 72,176 & 101 & 0.1\% \\
\hline 503363 Haz Mat Disposal & 59,753 & 74,096 & 14,343 & 24.0\% & 77,801 & 3,705 & 5.0\% \\
\hline Totals & 5,816,197 & 7,702,202 & 1,886,005 & 32.4\% & 7,020,303 & \((681,899)\) & (8.9\%) \\
\hline \multicolumn{8}{|l|}{MOBILE MATERIALS \& SUPPLIES} \\
\hline 504011 Fuels \& Lubricants - Non Rev Veh & 78,592 & 78,655 & 63 & 0.1\% & 82,588 & 3,933 & 5.0\% \\
\hline 504012 Fuels \& Lubricants - Rev Veh & 2,000,000 & 3,764,296 & 1,764,296 & 88.2\% & 3,896,958 & 132,662 & 3.5\% \\
\hline Hydro Hydrogen fuel & - & - & - & 0.0\% & 250,000 & 250,000 & 100.0\% \\
\hline 504021 Tires \& Tubes & 217,000 & 217,000 & - & 0.0\% & 227,850 & 10,850 & 5.0\% \\
\hline 504161 Other Mobile Supplies & - & - & - & 0.0\% & - & - & 0.0\% \\
\hline 504191 Rev Vehicle Parts & 1,033,840 & 1,369,299 & 335,459 & 32.4\% & 1,431,314 & 62,015 & 4.5\% \\
\hline Totals & 3,329,432 & 5,429,250 & 2,099,818 & 63.1\% & 5,888,710 & 459,460 & 8.5\% \\
\hline
\end{tabular}
UTILITIES
504515 Employee Tool Replacement
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline \multicolumn{8}{|l|}{FY24 \& FY25 OPERATING BUDGET} \\
\hline \multicolumn{8}{|l|}{CONSOLIDATED EXPENSES} \\
\hline & June-22 & \multicolumn{3}{|l|}{June-23} & \multicolumn{3}{|l|}{June-23} \\
\hline & BUDGET & BUDGET & Increase/(D & crease) & PLAN & Increase/(D & crease) \\
\hline ACCOUNT DESCRIPTION & FY23 & FY24 & \$ VAR & \% VAR & FY25 & \$ VAR & \% VAR \\
\hline \multicolumn{8}{|l|}{OTHER MATERIALS \& SUPPLIES} \\
\hline 504205 Freight Out & 8,300 & 5,000 & \((3,300)\) & (39.8\%) & 5,500 & 500 & 10.0\% \\
\hline 504211 Postage \& Mailing & 43,689 & 34,454 & \((9,235)\) & (21.1\%) & 34,686 & 232 & 0.7\% \\
\hline 504214 Promotional Items & 25,000 & 61,000 & 36,000 & 144.0\% & 61,000 & - & 0.0\% \\
\hline 504215 Printing & 128,859 & 412,225 & 283,366 & 219.9\% & 275,707 & \((136,518)\) & (33.1\%) \\
\hline 504217 Photo Supp/Process & 2,060 & 1,000 & \((1,060)\) & (51.5\%) & 2,060 & 1,060 & 106.0\% \\
\hline 504311 Office Supplies & 66,235 & 84,817 & 18,582 & 28.1\% & 87,111 & 2,294 & 2.7\% \\
\hline 504315 Safety Supplies & 104,785 & 28,116 & \((76,669)\) & (73.2\%) & 29,493 & 1,377 & 4.9\% \\
\hline 504316 COVID-19 & - & - & - & 0.0\% & - & - & 0.0\% \\
\hline 504317 Cleaning Supplies & 80,127 & 63,540 & \((16,587)\) & (20.7\%) & 66,716 & 3,176 & 5.0\% \\
\hline 504409 Repair/Maint Supplies & 198,047 & 127,409 & \((70,638)\) & (35.7\%) & 133,782 & 6,373 & 5.0\% \\
\hline 504417 Tenant Repairs & 10,302 & 10,508 & 206 & 2.0\% & 11,033 & 525 & 5.0\% \\
\hline 504421 Non-Inventory Parts & 52,475 & 52,475 & - & 0.0\% & 55,099 & 2,624 & 5.0\% \\
\hline 504511 Small Tools & 19,132 & 19,275 & 143 & 0.7\% & 20,238 & 963 & 5.0\% \\
\hline 504515 Employee Tool Replacement & 3,000 & 3,000 & - & 0.0\% & 3,150 & 150 & 5.0\% \\
\hline Totals & 742,011 & 902,819 & 160,808 & 21.7\% & 785,575 & \((117,244)\) & (13.0\%) \\
\hline \multicolumn{8}{|l|}{UTILITIES} \\
\hline 505010 Propulsion Power & 100,000 & 150,000 & 50,000 & 50.0\% & 157,500 & 7,500 & 5.0\% \\
\hline 505011 Gas \& Electric & 369,600 & 388,080 & 18,480 & 5.0\% & 407,484 & 19,404 & 5.0\% \\
\hline 505021 Water \& Garbage & 155,435 & 175,973 & 20,538 & 13.2\% & 184,772 & 8,799 & 5.0\% \\
\hline 505031 Telecommunications & 201,580 & 196,723 & \((4,857)\) & (2.4\%) & 204,789 & 8,066 & 4.1\% \\
\hline Totals & 826,615 & 910,776 & 84,161 & 10.2\% & 954,545 & 43,769 & 4.8\% \\
\hline \multicolumn{8}{|l|}{CASUALTY \& LIABILITY} \\
\hline 506011 Insurance - Property & 70,553 & 92,950 & 22,397 & 31.7\% & 102,957 & 10,007 & 10.8\% \\
\hline 506015 Insurance - PL/PD & 756,794 & 983,833 & 227,039 & 30.0\% & 1,278,984 & 295,151 & 30.0\% \\
\hline 506021 Insurance - Other & 99,591 & 86,700 & \((12,891)\) & (12.9\%) & 90,920 & 4,220 & 4.9\% \\
\hline 506123 Settlement Costs & 154,530 & 163,040 & 8,510 & 5.5\% & 167,931 & 4,891 & 3.0\% \\
\hline 506127 Repairs - District Prop & - & - & - & 0.0\% & - & - & 0.0\% \\
\hline Totals & 1,081,468 & 1,326,523 & 245,055 & 22.7\% & 1,640,792 & 314,269 & 23.7\% \\
\hline
\end{tabular}
Attachment C

Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
CONSOLIDATED EXPENSES June-22
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{ACCOUNT DESCRIPTION} & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { BUDGET } \\
& \text { FY23 }
\end{aligned}
\]} & \multirow[t]{2}{*}{\[
\begin{gathered}
\text { BUDGET } \\
\text { FY24 } \\
\hline
\end{gathered}
\]} & \multicolumn{2}{|l|}{Increase/(Decrease)} & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { PLAN } \\
& \text { FY25 }
\end{aligned}
\]} & \multicolumn{2}{|l|}{Increase/(Decrease)} \\
\hline & & & \$ VAR & \% VAR & & \$ VAR & \% VAR \\
\hline \multicolumn{8}{|l|}{TAXES} \\
\hline 507051 Fuel Tax & 17,500 & 15,000 & \((2,500)\) & (14.3\%) & 15,000 & - & 0.0\% \\
\hline 507201 Licenses \& Permits & 28,756 & 31,179 & 2,423 & 8.4\% & 33,778 & 2,599 & 8.3\% \\
\hline 507999 Other Taxes & 10,302 & 12,254 & 1,952 & 18.9\% & 12,867 & 613 & 5.0\% \\
\hline Totals & 56,558 & 58,433 & 1,875 & 3.3\% & 61,645 & 3,212 & 5.5\% \\
\hline \multicolumn{8}{|l|}{MISC EXPENSE} \\
\hline 509011 Dues/Subscriptions & 101,336 & 109,819 & 8,483 & 8.4\% & 115,068 & 5,249 & 4.8\% \\
\hline 509081 Advertising - District Promo & - & 245,000 & 245,000 & 100.0\% & 245,000 & - & 0.0\% \\
\hline 509101 Employee Incentive Program & 46,486 & 80,144 & 33,658 & 72.4\% & 83,591 & 3,447 & 4.3\% \\
\hline 509121 Employee Training & 102,904 & 450,588 & 347,684 & 337.9\% & 453,447 & 2,859 & 0.6\% \\
\hline 509122 BOD Travel & 13,393 & 13,719 & 326 & 2.4\% & 14,405 & 686 & 5.0\% \\
\hline 509123 Travel & 87,275 & 111,154 & 23,879 & 27.4\% & 114,863 & 3,709 & 3.3\% \\
\hline 509125 Local Meeting Expense & 12,640 & 27,865 & 15,225 & 120.5\% & 28,853 & 988 & 3.5\% \\
\hline 509127 Board Director Fees & 12,981 & 10,000 & \((2,981)\) & (23.0\%) & 10,500 & 500 & 5.0\% \\
\hline 509150 Contributions & - & - & - & 0.0\% & - & - & 0.0\% \\
\hline 509198 Cash Over/Short & - & - & - & 0.0\% & - & - & 0.0\% \\
\hline 509999 Other Misc Expense & - & - & - & 0.0\% & - & - & 0.0\% \\
\hline Totals & 377,015 & 1,048,289 & 671,274 & 178.0\% & 1,065,727 & 17,438 & 1.7\% \\
\hline \multicolumn{8}{|l|}{INTEREST EXPENSE \& DEBT SERVICE} \\
\hline 511102 Interest Expense - Loan & 8,120 & 893 & \((7,227)\) & (89.0\%) & - & (893) & (100.0\%) \\
\hline 511103 Interest Expense - POB & 1,470,969 & 1,426,832 & \((44,137)\) & (3.0\%) & 1,376,786 & \((50,046)\) & (3.5\%) \\
\hline 524000 Principal - POB & 3,032,000 & 2,745,833 & \((286,167)\) & (9.4\%) & 2,800,417 & 54,584 & 2.0\% \\
\hline Totals & 4,511,089 & 4,173,558 & \((337,531)\) & (7.5\%) & 4,177,203 & 3,645 & 0.1\% \\
\hline
\end{tabular}
Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
CONSOLIDATED EXPENSES
\begin{tabular}{|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{DESCRIPTION} & \multirow[t]{2}{*}{\begin{tabular}{l}
June-22 \\
BUDGET FY23
\end{tabular}} & \multirow[t]{2}{*}{\begin{tabular}{l}
June-23 \\
BUDGET FY24
\end{tabular}} & \multicolumn{2}{|l|}{Increase/(Decrease)} & \multirow[t]{2}{*}{\[
\begin{aligned}
& \text { PLAN } \\
& \text { FY25 } \\
& \hline
\end{aligned}
\]} & \multicolumn{2}{|l|}{Increase/(Decrease)} \\
\hline & & & \$ VAR & \% VAR & & \$ VAR & \% VAR \\
\hline TALS & & & & & & & \\
\hline Facility Lease & 152,346 & 310,628 & 158,282 & 103.9\% & 191,105 & \((119,523)\) & (38.5\%) \\
\hline Equipment Rental & 16,401 & 16,464 & 63 & 0.4\% & 16,943 & 479 & 2.9\% \\
\hline Totals & 168,747 & 327,092 & 158,345 & 93.8\% & 208,048 & \((119,044)\) & (36.4\%) \\
\hline PERSONNEL TOTAL & 44,050,807 & 43,204,580 & \((846,227)\) & (1.9\%) & 44,594,907 & 1,390,327 & 3.2\% \\
\hline NON-PERSONNEL TOTAL & 16,909,132 & 21,878,942 & 4,969,810 & 29.4\% & 21,802,548 & \((76,394)\) & (0.3\%) \\
\hline TOTAL OPERATING EXPENSES & 60,959,939 & 65,083,522 & 4,123,583 & 6.8\% & 66,397,455 & 1,313,933 & 2.0\% \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY24 \& FY25 OPERATING BUDGET Departmental Expenses Increasel(Decrease)
Attachment C
FY24- FY25_OpEX_Budget_V12 DepartExpenses

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Admin - 1100
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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline & & & & & -1100 & & & & & & & & & \\
\hline ACCOUNT & & & -22 & & \[
\begin{aligned}
& -23 \\
& \text { GET }
\end{aligned}
\] & & crease/( & crease) & & & & reasel & crease) & \\
\hline 504205 Freight Out & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline 504211 Postage \& Mailing & & & 5,800 & & 6,094 & & 294 & 5.1\% & & 6,276 & & 182 & 3.0\% & \\
\hline 504214 Promotional Items & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 504215 Printing & & & 6,697 & & 4,221 & & \((2,476)\) & (37.0\%) & & 4,432 & & 211 & 5.0\% & \\
\hline 504217 Photo Supp/Process & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 504311 Office Supplies & & & 14,112 & & 19,535 & & 5,423 & 38.4\% & & 20,514 & & 979 & 5.0\% & \\
\hline 504315 Safety Supplies & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 504316 COVID-19 & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 504317 Cleaning Supplies & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 504409 Repair/Maint Supplies & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \(\xrightarrow{\square}\) \\
\hline 504417 Tenant Repairs & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & 0 \\
\hline 504421 Non-Inventory Parts & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & ? \\
\hline 504511 Small Tools & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & ? \\
\hline 504515 Employee Tool Replacement & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & 3 \\
\hline & Totals & \$ & 26,609 & \$ & 29,850 & \$ & 3,241 & 12.2\% & \$ & 31,222 & \$ & 1,372 & 4.6\% & (1) \\
\hline UTILITIES & & & & & & & & & & & & & & \(\xrightarrow{+}\) \\
\hline 505010 Propulsion Power & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \(\bigcirc\) \\
\hline 505011 Gas \& Electric & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 505021 Water \& Garbage & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 505031 Telecommunications & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline & Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline CASUALTY \& LIABILITY & & & & & & & & & & & & & & \\
\hline 506011 Insurance - Property & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline 506015 Insurance - PL/PD & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 506021 Insurance - Other & & & - & & - & & & 0.0\% & & - & & - & 0.0\% & \\
\hline 506123 Settlement Costs & & & & & & & & 0.0\% & & - & & - & 0.0\% & \\
\hline 506127 Repairs - District Prop & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline & Totals & \$ & & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \＆FY25 OPERATING BUDGET



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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{2}{|l|}{\multirow[t]{2}{*}{ACCOUNT}} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June-22 \\
BUDGET \\
FY23
\end{tabular}}} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June-23 \\
BUDGET \\
FY24
\end{tabular}}} & \multicolumn{3}{|l|}{Increase/(Decrease)} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June-23 \\
PLAN \\
FY25
\end{tabular}}} & \multicolumn{4}{|l|}{Increasel(Decrease)} \\
\hline & & & & & & & \$ VAR & \% VAR & & & & VAR & \% VAR & \\
\hline \multicolumn{15}{|l|}{LABOR} \\
\hline 501011 Bus Operator Pay & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline 501013 Bus Operator OT & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 501021 Other Salaries & & & 944,242 & & 934,030 & & \((10,212)\) & (1.1\%) & & 958,985 & & 24,955 & 2.7\% & \\
\hline 501023 Other OT & & & 5,001 & & 2,999 & & \((2,002)\) & (40.0\%) & & 3,500 & & 501 & 16.7\% & \\
\hline & Totals & \$ & 949,243 & \$ & 937,029 & \$ & \((12,214)\) & (1.3\%) & \$ & 962,485 & \$ & 25,456 & 2.7\% & \\
\hline \multicolumn{15}{|l|}{FRINGE BENEFITS} \\
\hline 502011 Medicare/Soc. Sec. & & \$ & 16,589 & \$ & 16,663 & \$ & 74 & 0.4\% & \$ & 17,108 & \$ & 445 & 2.7\% & \\
\hline 502021 Retirement & & & 108,086 & & 122,780 & & 14,694 & 13.6\% & & 123,702 & & 922 & 0.8\% & \\
\hline 502022 Retirement UAL & & & 52,596 & & - & & \((52,596)\) & (100.0\%) & & - & & - & 0.0\% & \\
\hline 502031 Medical Ins & & & 307,869 & & 334,747 & & 26,878 & 8.7\% & & 358,890 & & 24,143 & 7.2\% & \(\stackrel{ }{+}\) \\
\hline 502041 Dental Ins & & & 16,826 & & 18,014 & & 1,188 & 7.1\% & & 18,360 & & 346 & 1.9\% & 0) \\
\hline 502045 Vision Ins & & & 3,036 & & 3,036 & & - & 0.0\% & & 3,036 & & - & 0.0\% & O \\
\hline 502051 Life Ins/AD\&D & & & 1,602 & & 1,703 & & 101 & 6.3\% & & 1,756 & & 53 & 3.1\% & ? \\
\hline 502060 State Disability Ins (SDI) & & & 11,678 & & 9,875 & & \((1,803)\) & (15.4\%) & & 10,485 & & 610 & 6.2\% & \\
\hline 502061 Long Term Disability Ins & & & 6,416 & & 6,642 & & 226 & 3.5\% & & 6,673 & & 31 & 0.5\% & ( \\
\hline 502071 State Unemployment Ins (SUI) & & & 1,562 & & 1,155 & & (407) & (26.1\%) & & 1,232 & & 77 & 6.7\% & \(\stackrel{+}{+}\) \\
\hline 502081 Worker's Comp Ins & & & 32,644 & & 34,846 & & 2,202 & 6.7\% & & 35,892 & & 1,046 & 3.0\% & O \\
\hline 502101 Holiday Pay & & & 34,408 & & 34,664 & & 256 & 0.7\% & & 35,573 & & 909 & 2.6\% & \\
\hline 502103 Floating Holiday & & & 20,780 & & 21,655 & & 875 & 4.2\% & & 22,211 & & 556 & 2.6\% & \\
\hline 502109 Sick Leave & & & 51,611 & & 51,993 & & 382 & 0.7\% & & 53,359 & & 1,366 & 2.6\% & \\
\hline 502111 Annual Leave & & & 95,213 & & 95,769 & & 556 & 0.6\% & & 97,834 & & 2,065 & 2.2\% & \\
\hline 502121 Other Paid Absence & & & 8,066 & & 8,125 & & 59 & 0.7\% & & 8,336 & & 211 & 2.6\% & \\
\hline 502251 Phys. Exams & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 502253 Driver Lic Renewal & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 502999 Other Fringe Benefits & & & 8,119 & & 8,119 & & - & 0.0\% & & 8,130 & & 11 & 0.1\% & \\
\hline & Totals & \$ & 777,101 & \$ & 769,786 & \$ & \((7,315)\) & (0.9\%) & \$ & 802,577 & \$ & 32,791 & 4.3\% & \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Finance - 1200
\(\begin{array}{cc}\text { June-22 } & \text { June-23 } \\ \text { BUDGET } & \text { BUDGET } \\ \text { FY23 } & \text { FY24 }\end{array}\)
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline \multicolumn{7}{|l|}{OTHER MATERIALS \& SUPPLIES} \\
\hline 504205 Freight Out & & \$ & - & \$ & - & \$ \\
\hline 504211 Postage \& Mailing & & & 1,000 & & 1,000 & \\
\hline 504214 Promotional Items & & & - & & - & \\
\hline 504215 Printing & & & 2,060 & & 2,110 & \\
\hline 504217 Photo Supp/Process & & & - & & - & \\
\hline 504311 Office Supplies & & & - & & - & \\
\hline 504315 Safety Supplies & & & - & & - & \\
\hline 504316 COVID-19 & & & - & & - & \\
\hline 504317 Cleaning Supplies & & & - & & - & \\
\hline 504409 Repair/Maint Supplies & & & - & & - & \\
\hline 504417 Tenant Repairs & & & - & & - & \\
\hline 504421 Non-Inventory Parts & & & - & & - & \\
\hline 504511 Small Tools & & & - & & - & \\
\hline 504515 Employee Tool Replacement & & & - & & - & \\
\hline & Totals & \$ & 3,060 & \$ & 3,110 & \$ \\
\hline \multicolumn{7}{|l|}{UTILITIES} \\
\hline 505010 Propulsion Power & & \$ & - & \$ & - & \$ \\
\hline 505011 Gas \& Electric & & & - & & - & \\
\hline 505021 Water \& Garbage & & & - & & - & \\
\hline 505031 Telecommunications & & & - & & - & \\
\hline
\end{tabular}
CASUALTY \& LIABILITY
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Finance - 1200
June-22 June-23
June-22
BUDGET
\begin{tabular}{ll} 
ACCOUNT & FY23 \\
\hline TAXES & \(\$\)
\end{tabular}

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Customer Service - 1300
\$ - \(\quad 0.0 \%\)

Attachment C

\title{
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
} FY24 \& FY25 OPERATING BUDGET
FY24 \& FY25 OPERATING BUDGET Customer Service - 1300 \(\begin{array}{cc}\text { June-22 } & \text { June-23 } \\ \text { FY23 } & \text { BUDGET }\end{array}\)
FY23 FY24
509081 Advertising - District Promo 509101 Employee Incentive Program 509121 Employee Training 509122 BOD Travel
509123 Travel
509125 Local Meeting Expense
509127 Board Director Fees
509150 Contributions
509198 Cash Over/Short
509999 Other Misc Expense
INTEREST EXPENSE \& DEBT SERVICE 511102 Interest Expense - Loan 511103 Interest Expense - POB 524000 Principal - POB
LEASES \& RENTALS
512061 Equipment Rental
PERSONNEL TOTAL
NON-PERSONNEL TOTAL
TOTAL OPERATING EXPENSES

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET


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Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET HR-1400
\(\begin{array}{ll}\text { June-22 } & \text { June-23 } \\ \text { BUDGET } & \text { BUDGET }\end{array}\)
FY23 FY24
↔ , ஸั,
\(\leftrightarrow\)
SERVICES
503011 Accting/Audit Fees
503012 Admin/Bank Fees
503031 Prof/Technical Fees
503032 Legislative Services
503033 Legal Services
503034 Pre-Employment Exams
503041 Temp Help
503161 Custodial Services
503162 Uniforms/Laundry
503171 Security Services
503221 Classified/Legal Ads
503222 Legal Ads
503225 Graphic Services
503351 Repair - Bldg \& Impr
503352 Repair - Equipment
503353 Repair - Rev Vehicle
503354 Repair - Non Rev Vehicle
503363 Haz Mat Disposal

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY24 \& FY25 OPERATING BUDGET HR-1400
June-23
BUDGET

\author{
 \\ FY23
}

\section*{MISC EXPENSE}
 TAXES 509011 Dues/Subscriptions 509081 Advertising - District Promo 509101 Employee Incentive Program 509121 Employee Training 509122 BOD Travel
\[
509123 \text { Travel ___ _nonse }
\]
\[
509125 \text { Local Meeting Expense }
\]
\[
509127 \text { Board Director Fees }
\]
\[
509150 \text { Contributions }
\]
\[
509198 \text { Cash Over/Short }
\] Fr24
509999 Other Misc Expense
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline Totals & \$ & 36,660 & \$ & 48,247 & \$ & 11,587 & 31.6\% & \$ & 47,868 & \$ & (379) & (0.8\%) \\
\hline \multicolumn{13}{|l|}{INTEREST EXPENSE \& DEBT SERVICE} \\
\hline 511102 Interest Expense - Loan & \multirow[t]{3}{*}{\$} & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 511103 Interest Expense - POB & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 524000 Principal - POB & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline \multicolumn{13}{|l|}{LEASES \& RENTALS} \\
\hline 512011 Facility Lease & \multirow[t]{2}{*}{\$} & - & \multirow[t]{2}{*}{\$} & - & \multirow[t]{2}{*}{\$} & - & 0.0\% & \multirow[t]{2}{*}{\$} & - & \multirow[t]{2}{*}{\$} & - & 0.0\% \\
\hline 512061 Equipment Rental & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline PERSONNEL TOTAL & \$ & 916,373 & \$ & 1,001,587 & \$ & 85,214 & 9.3\% & \$ & 1,040,000 & \$ & 38,413 & 3.8\% \\
\hline NON-PERSONNEL TOTAL & \$ & 157,442 & \$ & 316,263 & \$ & 158,821 & 100.9\% & \$ & 319,815 & \$ & 3,552 & 1.1\% \\
\hline TOTAL OPERATING EXPENSES & \$ & 1,073,815 & \$ & 1,317,850 & \$ & 244,035 & 22.7\% & \$ & 1,359,815 & \$ & 41,965 & 3.2\% \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline ACCOUNT & & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-22 \\
BUDGET FY23
\end{tabular}} & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-23 \\
BUDGET FY24
\end{tabular}} & \multicolumn{3}{|l|}{\begin{tabular}{l}
Increasel(Decrease) \\
\$ VAR \% VAR
\end{tabular}} & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-23 \\
PLAN \\
FY25
\end{tabular}} & \multicolumn{4}{|l|}{Increase/(Decrease)} \\
\hline \multicolumn{15}{|l|}{LABOR} \\
\hline 501011 Bus Operator Pay & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline 501013 Bus Operator OT & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 501021 Other Salaries & & & 612,906 & & 607,711 & & \((5,195)\) & (0.8\%) & & 618,645 & & 10,934 & 1.8\% & \\
\hline 501023 Other OT & & & 1,001 & & 1,000 & & (1) & (0.1\%) & & 1,001 & & 1 & 0.1\% & \\
\hline & Totals & \$ & 613,907 & \$ & 608,711 & \$ & \((5,196)\) & (0.8\%) & \$ & 619,646 & \$ & 10,935 & 1.8\% & \\
\hline \multicolumn{15}{|l|}{FRINGE BENEFITS} \\
\hline 502011 Medicare/Soc. Sec. & & \$ & 10,944 & \$ & 10,929 & \$ & (15) & (0.1\%) & \$ & 11,120 & \$ & 191 & 1.7\% & \\
\hline 502021 Retirement & & & 73,201 & & 82,805 & & 9,604 & 13.1\% & & 82,714 & & (91) & (0.1\%) & \\
\hline 502022 Retirement UAL & & & 35,621 & & - & & \((35,621)\) & (100.0\%) & & - & & - & 0.0\% & D \\
\hline 502031 Medical Ins & & & 143,474 & & 157,131 & & 13,657 & 9.5\% & & 168,463 & & 11,332 & 7.2\% & \(\underline{ }\) \\
\hline 502041 Dental Ins & & & 6,756 & & 6,924 & & 168 & 2.5\% & & 7,056 & & 132 & 1.9\% & 01 \\
\hline 502045 Vision Ins & & & 1,656 & & 1,656 & & - & 0.0\% & & 1,656 & & - & 0.0\% & ? \\
\hline 502051 Life Ins/AD\&D & & & 1,005 & & 1,014 & & 9 & 0.9\% & & 1,044 & & 30 & 3.0\% & I \\
\hline 502060 State Disability Ins (SDI) & & & 7,079 & & 6,176 & & (903) & (12.8\%) & & 6,590 & & 414 & 6.7\% & \\
\hline 502061 Long Term Disability Ins & & & 4,086 & & 4,338 & & 252 & 6.2\% & & 4,338 & & - & 0.0\% & (1) \\
\hline 502071 State Unemployment Ins (SUI) & & & 852 & & 630 & & (222) & (26.1\%) & & 672 & & 42 & 6.7\% & \(\stackrel{ }{2}\) \\
\hline 502081 Worker's Comp Ins & & & 20,774 & & 19,007 & & \((1,767)\) & (8.5\%) & & 19,577 & & 570 & 3.0\% & 欠 \\
\hline 502101 Holiday Pay & & & 22,645 & & 22,593 & & (52) & (0.2\%) & & 22,990 & & 397 & 1.8\% & \\
\hline 502103 Floating Holiday & & & 19,625 & & 20,315 & & 690 & 3.5\% & & 20,570 & & 255 & 1.3\% & \\
\hline 502109 Sick Leave & & & 33,965 & & 33,891 & & (74) & (0.2\%) & & 34,485 & & 594 & 1.8\% & \\
\hline 502111 Annual Leave & & & 66,927 & & 62,964 & & \((3,963)\) & (5.9\%) & & 63,800 & & 836 & 1.3\% & \\
\hline 502121 Other Paid Absence & & & 5,306 & & 5,295 & & (11) & (0.2\%) & & 5,387 & & 92 & 1.7\% & \\
\hline 502251 Phys. Exams & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 502253 Driver Lic Renewal & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 502999 Other Fringe Benefits & & & 6,024 & & 6,024 & & - & 0.0\% & & 6,030 & & 6 & 0.1\% & \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET IT-1500
June-23
BUDGET


SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET IT-1500
June-22 June-23
BUDGET BUDGET
\begin{tabular}{cccc} 
ACCOUNT & FY23 & FY24 \\
\hline OTHER MATERIALS \& SUPPLIES & & & \\
504205 Freight Out & \(\$\) & - & \(\$\) \\
504211 Postage \& Mailing & & - & \\
504214 Promotional Items & - & \\
504215 Printing & - & \\
504217 Photo Supp/Process & & \\
504311 Office Supplies & 30,700 & 30, \\
504315 Safety Supplies & - & \\
504316 COVID-19 & - & \\
504317 Cleaning Supplies & - & \\
504409 Repair/Maint Supplies Tenant Repairs & - & \\
504421 Non-Inventory Parts & - & \\
504511 Small Tools & - & \\
504515 Employee Tool Replacement & - & \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Planning Grants - 1600

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Planning Grants - 1600
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline ACCOUNT & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-22 \\
BUDGET \\
FY23
\end{tabular}} & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-23 \\
BUDGET \\
FY24
\end{tabular}} & \multicolumn{2}{|l|}{Increase/(Decrease)} & \multicolumn{2}{|l|}{\[
\begin{aligned}
& \text { June-23 } \\
& \text { PLAN } \\
& \text { FY25 }
\end{aligned}
\]} & \multicolumn{3}{|l|}{Increasel(Decrease)} \\
\hline \multicolumn{12}{|l|}{SERVICES} \\
\hline 503011 Accting/Audit Fees & \$ & - & \$ & - & \$ - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 503012 Admin/Bank Fees & & & & - & - & 0.0\% & & & & - & 0.0\% \\
\hline 503031 Prof/Technical Fees & & 1,201,217 & & 902,301 & \((298,916)\) & (24.9\%) & & 812,817 & & \((89,484)\) & (9.9\%) \\
\hline 503032 Legislative Services & & - & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503033 Legal Services & & - & & - & - & 0.0\% & & & & - & 0.0\% \\
\hline 503034 Pre-Employment Exams & & & & & & 0.0\% & & & & & 0.0\% \\
\hline 503041 Temp Help & & - & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503161 Custodial Services & & - & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503162 Uniforms/Laundry & & & & & & 0.0\% & & & & & 0.0\% \\
\hline 503171 Security Services & & - & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503221 Classified/Legal Ads & & - & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503222 Legal Ads & & & & & & 0.0\% & & & & & 0.0\% \\
\hline 503225 Graphic Services & & & & - & - & 0.0\% & & & & & 0.0\% \\
\hline 503351 Repair - Bldg \& Impr & & - & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503352 Repair - Equipment & & & & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503353 Repair - Rev Vehicle & & & & & - & 0.0\% & & & & & 0.0\% \\
\hline 503354 Repair - Non Rev Vehicle & & - & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503363 Haz Mat Disposal & & - & & & & 0.0\% & & - & & & 0.0\% \\
\hline Totals & \$ & 1,201,217 & \$ & 902,301 & \$ (298,916) & (24.9\%) & \$ & 812,817 & \$ & \((89,484)\) & (9.9\%) \\
\hline \multicolumn{12}{|l|}{MOBILE MATERIALS \& SUPPLIES} \\
\hline 504011 Fuels \& Lubricants - Non Rev Veh & \$ & & \$ & & \$ - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 504012 Fuels \& Lubricants - Rev Veh & & & & & & 0.0\% & & & & & 0.0\% \\
\hline Hydro Hydrogen fuel & & & & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504021 Tires \& Tubes & & & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504161 Other Mobile Supplies & & & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504191 Rev Vehicle Parts & & - & & - & - & 0.0\% & & - & & - & 0.0\% \\
\hline Totals & \$ & & \$ & & \$ & 0.0\% & \$ & & \$ & & 0.0\% \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Planning Grants - 1600 June-22
BUDGET
FY23 \begin{tabular}{lcl} 
ACCOUNT & FY23 \\
\hline TAXES & & \\
507051 Fuel Tax & \(\$\) \\
507201 Licenses \& Permits & & \\
507999 Other Taxes & Totals \(\$\) \\
& & \\
MISC EXPENSE & \(\$\) \\
509011 Dues/Subscriptions & \\
509081 Advertising - District Promo & \\
509101 Employee Incentive Program & \\
509121 Employee Training & \\
509122 BOD Travel & \\
509123 Travel & \\
509125 Local Meeting Expense & \\
509127 Board Director Fees & \\
509150 Contributions & \\
509198 Cash Over/Short & \\
509999 Other Misc Expense &
\end{tabular}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{14}{|l|}{Planning Grants - 1600} \\
\hline ACCOUNT & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-22 \\
BUDGET FY23
\end{tabular}} & \multicolumn{2}{|l|}{June-23 BUDGET FY24} & \multicolumn{3}{|l|}{Increase/(Decrease)} & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-23 \\
PLAN \\
FY25
\end{tabular}} & \multicolumn{4}{|l|}{Increase/(Decrease)} \\
\hline \multicolumn{14}{|l|}{TAXES} \\
\hline 507051 Fuel Tax & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline 507201 Licenses \& Permits & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 507999 Other Taxes & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline \multicolumn{14}{|l|}{MISC EXPENSE} \\
\hline 509011 Dues/Subscriptions & \$ & - & \$ & 800 & \$ & 800 & 100.0\% & \$ & 840 & \$ & 40 & 5.0\% & \\
\hline 509081 Advertising - District Promo & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 509101 Employee Incentive Program & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 509121 Employee Training & & 3,799 & & 6,008 & & 2,209 & 58.1\% & & 6,310 & & 302 & 5.0\% & D \\
\hline 509122 BOD Travel & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 509123 Travel & & 5,440 & & 12,106 & & 6,666 & 122.5\% & & 12,711 & & 605 & 5.0\% & (1) \\
\hline 509125 Local Meeting Expense & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & O \\
\hline 509127 Board Director Fees & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 509150 Contributions & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & (1) \\
\hline 509198 Cash Over/Short & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 509999 Other Misc Expense & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Totals & \$ & 9,239 & \$ & 18,914 & \$ & 9,675 & 104.7\% & \$ & 19,861 & \$ & 947 & 5.0\% & C \\
\hline \multicolumn{14}{|l|}{INTEREST EXPENSE \& DEBT SERVICE} \\
\hline 511102 Interest Expense - Loan & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline 511103 Interest Expense - POB & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline 524000 Principal - POB & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline \multicolumn{14}{|l|}{LEASES \& RENTALS} \\
\hline 512011 Facility Lease & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline - 512061 Equipment Rental & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline \(\omega\) Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% & \\
\hline \(\int\) PERSONNEL TOTAL & \$ & 847,278 & \$ & 975,310 & & 128,032 & 15.1\% & \$ & 993,681 & \$ & 18,371 & 1.9\% & \\
\hline \(\omega\) NON-PERSONNEL TOTAL & \$ & 1,225,909 & \$ & 962,043 & & (263,866) & (21.5\%) & \$ & 874,298 & \$ & \((87,745)\) & (9.1\%) & \\
\hline (0) TOTAL OPERATING EXPENSES & \$ & 2,073,187 & \$ & 1,937,353 & & 135,834) & (6.6\%) & \$ & 1,867,979 & \$ & \((69,374)\) & (3.6\%) & \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{2}{|l|}{\multirow[t]{2}{*}{ACCOUNT}} & \multicolumn{12}{|l|}{Risk Mgmt - 1800} \\
\hline & & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-22 \\
BUDGET \\
FY23
\end{tabular}} & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-23 \\
BUDGET \\
FY24
\end{tabular}} & \multicolumn{3}{|l|}{Increasel(Decrease)} & \multicolumn{2}{|l|}{\[
\begin{gathered}
\text { June-23 } \\
\text { PLAN } \\
\text { FY25 } \\
\hline
\end{gathered}
\]} & \multicolumn{3}{|l|}{Increase/(Decrease)} \\
\hline \multicolumn{14}{|l|}{LABOR} \\
\hline 501011 Bus Operator Pay & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 501013 Bus Operator OT & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 501021 Other Salaries & & & 190,881 & & 193,210 & & 2,329 & 1.2\% & & 198,854 & & 5,644 & 2.9\% \\
\hline 501023 Other OT & & & 259 & & 266 & & 7 & 2.7\% & & 279 & & 13 & 4.9\% \\
\hline & Totals & \$ & 191,140 & \$ & 193,476 & \$ & 2,336 & 1.2\% & \$ & 199,133 & \$ & 5,657 & 2.9\% \\
\hline \multicolumn{14}{|l|}{FRINGE BENEFITS} \\
\hline 502011 Medicare/Soc. Sec. & & \$ & 3,313 & \$ & 3,406 & \$ & 93 & 2.8\% & \$ & 3,504 & \$ & 98 & 2.9\% \\
\hline 502021 Retirement & & & 22,166 & & 25,813 & & 3,647 & 16.5\% & & 26,071 & & 258 & 1.0\% \\
\hline 502022 Retirement UAL & & & 10,786 & & - & & \((10,786)\) & (100.0\%) & & - & & - & 0.0\% \\
\hline 502031 Medical Ins & & & 10,044 & & 10,794 & & 750 & 7.5\% & & 11,577 & & 783 & 7.3\% \\
\hline 502041 Dental Ins & & & 2,348 & & 2,405 & & 57 & 2.4\% & & 2,448 & & 43 & 1.8\% \\
\hline 502045 Vision Ins & & & 552 & & 552 & & - & 0.0\% & & 552 & & - & 0.0\% \\
\hline 502051 Life Ins/AD\&D & & & 336 & & 338 & & 2 & 0.6\% & & 348 & & 10 & 3.0\% \\
\hline 502060 State Disability Ins (SDI) & & & 2,491 & & 2,115 & & (376) & (15.1\%) & & 2,248 & & 133 & 6.3\% \\
\hline 502061 Long Term Disability Ins & & & 1,404 & & 1,446 & & 42 & 3.0\% & & 1,446 & & - & 0.0\% \\
\hline 502071 State Unemployment Ins (SUI) & & & 284 & & 210 & & (74) & (26.1\%) & & 224 & & 14 & 6.7\% \\
\hline 502081 Worker's Comp Ins & & & 5,935 & & 6,336 & & 401 & 6.8\% & & 6,526 & & 190 & 3.0\% \\
\hline 502101 Holiday Pay & & & 6,877 & & 7,067 & & 190 & 2.8\% & & 7,267 & & 200 & 2.8\% \\
\hline 502103 Floating Holiday & & & 5,224 & & 5,485 & & 261 & 5.0\% & & 5,760 & & 275 & 5.0\% \\
\hline 502109 Sick Leave & & & 10,316 & & 10,601 & & 285 & 2.8\% & & 10,900 & & 299 & 2.8\% \\
\hline 502111 Annual Leave & & & 16,381 & & 16,642 & & 261 & 1.6\% & & 16,917 & & 275 & 1.7\% \\
\hline 502121 Other Paid Absence & & & 1,611 & & 1,656 & & 45 & 2.8\% & & 1,703 & & 47 & 2.8\% \\
\hline 502251 Phys. Exams & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 502253 Driver Lic Renewal & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 502999 Other Fringe Benefits & & & 6,008 & & 6,008 & & - & 0.0\% & & 6,010 & & 2 & 0.0\% \\
\hline \(\cdots\) & Totals & \$ & 106,076 & \$ & 100,874 & \$ & \((5,202)\) & (4.9\%) & \$ & 103,501 & \$ & 2,627 & 2.6\% \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Risk Mgmt - 1800 June-22
BUDGET FY23
\(\$\) \begin{tabular}{c}
\(0.0 \%\) \\
\(0.0 \%\) \\
\(226.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(6.5 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\(0.0 \%\) \\
\hline
\end{tabular}

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Risk Mgmt - 1800 June-22
BUDGET
FY23 \begin{tabular}{cc} 
ACCOUNT & FY23 \\
\hline OTHER MATERIALS \& SUPPLIES & \\
504205 Freight Out & \\
504211 Postage \& Mailing & \\
504214 Promotional Items & \\
504215 Printing & \\
504217 Photo Supp/Process & \\
504311 Office Supplies & \\
504315 Safety Supplies & \\
504316 COVID-19 & \\
504317 Cleaning Supplies & \\
504409 Repair/Maint Supplies & \\
504417 Tenant Repairs \\
504421 Non-Inventory Parts \\
504511 Small Tools \\
504515 Employee Tool Replacement
\end{tabular}

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
Risk Mgmt - 1800
June-22
\begin{tabular}{lll} 
ACCOUNT & FY23 \\
\hline TAXES & & \\
507051 Fuel Tax & \(\$\) & \\
507201 Licenses \& Permits & & \\
507999 Other Taxes & Totals \(\$ 1\) \\
MISC EXPENSE & & \\
509011 Dues/Subscriptions & \(\$\) & \\
509081 Advertising - District Promo & & 5 \\
509101 Employee Incentive Program & & \\
509121 Employee Training & \\
509122 BOD Travel & \\
509123 Travel & \\
509125 Local Meeting Expense & \\
509127 Board Director Fees & \\
509150 Contributions & \\
509198 Cash Over/Short & \\
509999 Other Misc Expense & &
\end{tabular}

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Purchasing - 1900 June-22
BUDGET


SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Purchasing - 1900
\(\begin{array}{cc}\text { June-22 } & \text { June-23 } \\ \text { BUDGET } & \text { BUDGET } \\ \text { FY24 }\end{array}\)
\begin{tabular}{ccc} 
ACCOUNT & FY23 & FY24 \\
\hline OTHER MATERIALS \& SUPPLIES & & \\
504205 Freight Out & \$ & - \\
504211 Postage \& Mailing & 103 & \\
504214 Promotional Items & - & \\
504215 Printing & 206 & \\
504217 Photo Supp/Process & - & \\
504311 Office Supplies & 1,545 & 1, \\
504315 Safety Supplies & - & \\
504316 COVID-19 & - & \\
504317 Cleaning Supplies & - & \\
504409 Repair/Maint Supplies & - & \\
504417 Tenant Repairs & - & \\
504421 Non-Inventory Parts & - & \\
504511 Small Tools & - & \\
504515 Employee Tool Replacement & & \(-1,854\)
\end{tabular}
- Employee Tool Replacemen
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Purchasing - 1900
June-22
BUDGET
\(\mathrm{FY}^{\mathrm{F} 23}\)

\section*{MISC EXPENSE}
507051 Fuel Tax TAXES
509011 Dues/Subscriptions 509081 Advertising - District Promo 509101 Employee Incentive Program 509121 Employee Training 509122 BOD Travel
\[
509123 \text { Travel }
\]
\[
509125 \text { Local Meeting Expense }
\]
\[
509127 \text { Board Director Fees }
\]
509150 Contributions
509198 Cash Over/Short
509999 Other Misc Expense

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
Inventory Mgmt - 2000
FY24 \& FY25 OPERATING BUDGET

\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline & & & & & y Mgmt - & & & & & & & & \\
\hline ACCOUNT & & & \begin{tabular}{l}
June-22 \\
BUDGET FY23
\end{tabular} & & \begin{tabular}{l}
June-23 \\
BUDGET FY24
\end{tabular} & & Increasel \$ VAR & ecrease) \% VAR & & \[
\begin{gathered}
\text { June-23 } \\
\text { PLAN } \\
\text { FY25 }
\end{gathered}
\] & & & \begin{tabular}{l}
ecrease) \\
\% VAR
\end{tabular} \\
\hline OTHER MATERIALS \& SUPPLIES & & & & & & & & & & & & & \\
\hline 504205 Freight Out & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 504211 Postage \& Mailing & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504214 Promotional Items & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504215 Printing & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504217 Photo Supp/Process & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504311 Office Supplies & & & - & & 316 & & 316 & 100.0\% & & 332 & & 16 & 5.1\% \\
\hline 504315 Safety Supplies & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504316 COVID-19 & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504317 Cleaning Supplies & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504409 Repair/Maint Supplies & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504417 Tenant Repairs & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504421 Non-Inventory Parts & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504511 Small Tools & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504515 Employee Tool Replacement & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & Totals & \$ & - & \$ & 316 & \$ & 316 & 100.0\% & \$ & 332 & \$ & 16 & 5.1\% \\
\hline UTILITIES & & & & & & & & & & & & & \\
\hline 505010 Propulsion Power & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 505011 Gas \& Electric & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 505021 Water \& Garbage & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 505031 Telecommunications & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline CASUALTY \& LIABILITY & & & & & & & & & & & & & \\
\hline 506011 Insurance - Property & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 506015 Insurance - PL/PD & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 506021 Insurance - Other & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 506123 Settlement Costs & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 506127 Repairs - District Prop & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline ) Repair & Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
Facilities Maint - 2200
June-22
 BUDGET BUDGET
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
Facilities Maint - 2200
\(\begin{array}{cc} \\ \text { Increasel(Decrease) } \\ \text { \$ VAR } & \text { \% VAR }\end{array}\)

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY24 \& FY25 OPERATING BUDGET \begin{tabular}{cc} 
& Paratransit - 3100 \\
June-22 & June-23 \\
BUDGET & BUDGET \\
FY23 & FY24 \\
\hline
\end{tabular}


SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET \(\begin{array}{cc} & \text { Paratransit - } 3100 \\ \text { June-22 } & \text { June-23 } \\ \text { BUDGET } & \text { BUDGET } \\ \text { FY23 } & \text { FY24 }\end{array}\)
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{ACCOUNT} & \multicolumn{3}{|l|}{\begin{tabular}{l}
June-22 \\
BUDGET
\end{tabular}} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June-23 \\
BUDGET FY24
\end{tabular}}} & \multicolumn{3}{|l|}{Increase/(Decrease)} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June-23 \\
PLAN \\
FY25
\end{tabular}}} & \multicolumn{3}{|l|}{Increase/(Decrease)} \\
\hline & \multicolumn{3}{|l|}{FY23} & & & \multicolumn{2}{|l|}{\$ VAR} & \% VAR & & & \multicolumn{2}{|l|}{\$ VAR} & \% VAR \\
\hline \multicolumn{14}{|l|}{OTHER MATERIALS \& SUPPLIES} \\
\hline 504205 Freight Out & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 504211 Postage \& Mailing & & & 2,060 & & 2,110 & & 50 & 2.4\% & & 2,110 & & - & 0.0\% \\
\hline 504214 Promotional Items & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504215 Printing & & & 3,812 & & 3,500 & & (312) & (8.2\%) & & 3,500 & & - & 0.0\% \\
\hline 504217 Photo Supp/Process & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504311 Office Supplies & & & 2,576 & & 3,500 & & 924 & 35.9\% & & 3,000 & & (500) & (14.3\%) \\
\hline 504315 Safety Supplies & & & 124 & & - & & (124) & (100.0\%) & & - & & - & 0.0\% \\
\hline 504316 COVID-19 & & & - & & & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504317 Cleaning Supplies & & & 618 & & - & & (618) & (100.0\%) & & - & & - & 0.0\% \\
\hline 504409 Repair/Maint Supplies & & & - & & - & & & 0.0\% & & - & & - & 0.0\% \\
\hline 504417 Tenant Repairs & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504421 Non-Inventory Parts & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 504511 Small Tools & & & - & & & & - & 0.0\% & & - & & - & 0.0\% フ \\
\hline 504515 Employee Tool Replacement & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \({ }^{\text {\% }}\) \\
\hline & Totals & \$ & 9,190 & \$ & 9,110 & \$ & (80) & (0.9\%) & \$ & 8,610 & \$ & (500) & (5.5\%) (1) \\
\hline \multicolumn{14}{|l|}{UTILIties} \\
\hline 505010 Propulsion Power & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 505011 Gas \& Electric & & & 12,600 & & 20,000 & & 7,400 & 58.7\% & & 21,000 & & 1,000 & 5.0\% \\
\hline 505021 Water \& Garbage & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 505031 Telecommunications & & & 13,393 & & 13,000 & & (393) & (2.9\%) & & 14,000 & & 1,000 & 7.7\% \\
\hline & Totals & \$ & 25,993 & \$ & 33,000 & \$ & 7,007 & 27.0\% & \$ & 35,000 & \$ & 2,000 & 6.1\% \\
\hline \multicolumn{14}{|l|}{CASUALTY \& LIABILITY} \\
\hline 506011 Insurance - Property & & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 506015 Insurance - PL/PD & & & 143,298 & & 186,288 & & 42,990 & 30.0\% & & 242,175 & & 55,887 & 30.0\% \\
\hline 506021 Insurance - Other & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 506123 Settlement Costs & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 506127 Repairs - District Prop & & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline \(\omega\) & Totals & \$ & 143,298 & \$ & 186,288 & \$ & 42,990 & 30.0\% & \$ & 242,175 & \$ & 55,887 & 30.0\% \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY24 \& FY25 OPERATING BUDGET
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline ACCOUNT & \multicolumn{2}{|l|}{\[
\begin{gathered}
\text { BUDGET } \\
\text { FY23 }
\end{gathered}
\]} & \multicolumn{2}{|l|}{\[
\begin{gathered}
\text { BUDGET } \\
\text { FY24 }
\end{gathered}
\]} & \multicolumn{3}{|l|}{Increase/(Decrease)} & \multicolumn{2}{|l|}{PLAN
FY25} & \multicolumn{3}{|l|}{Increasel(Decrease)} \\
\hline \multicolumn{13}{|l|}{TAXES} \\
\hline 507051 Fuel Tax & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 507201 Licenses \& Permits & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 507999 Other Taxes & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline \multicolumn{13}{|l|}{MISC EXPENSE} \\
\hline 509011 Dues/Subscriptions & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 509081 Advertising - District Promo & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 509101 Employee Incentive Program & & 309 & & 2,500 & & 2,191 & 709.1\% & & 2,500 & & - & 0.0\% \\
\hline 509121 Employee Training & & 2,225 & & 7,000 & & 4,775 & 214.6\% & & 7,000 & & - & 0.0\% \\
\hline 509122 BOD Travel & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 509123 Travel & & 2,472 & & 7,000 & & 4,528 & 183.2\% & & 7,000 & & - & 0.0\% 01 \\
\hline 509125 Local Meeting Expense & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \(\boldsymbol{\square}\) \\
\hline 509127 Board Director Fees & & - & & - & & - & 0.0\% & & - & & - & 0.0\% ? \\
\hline 509150 Contributions & & - & & - & & - & 0.0\% & & - & & - & 0.0\% 3 \\
\hline 509198 Cash Over/Short & & - & & - & & - & 0.0\% & & - & & - & 0.0\% (D) \\
\hline 509999 Other Misc Expense & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline Totals & \$ & 5,006 & \$ & 16,500 & \$ & 11,494 & 229.6\% & \$ & 16,500 & \$ & - & 0.0\% \\
\hline \multicolumn{13}{|l|}{INTEREST EXPENSE \& DEBT SERVICE} \\
\hline 511102 Interest Expense - Loan & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 511103 Interest Expense - POB & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 524000 Principal - POB & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline Totals & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline \multicolumn{13}{|l|}{LEASES \& RENTALS} \\
\hline 512011 Facility Lease & \$ & 123,500 & \$ & 201,040 & \$ & 77,540 & 62.8\% & \$ & 80,040 & \$ & \((121,000)\) & (60.2\%) \\
\hline 512061 Equipment Rental & & 1,545 & & 3,000 & & 1,455 & 94.2\% & & 3,000 & & - & 0.0\% \\
\hline \(\pm\) Totals & \$ & 125,045 & \$ & 204,040 & \$ & 78,995 & 63.2\% & \$ & 83,040 & \$ & \((121,000)\) & (59.3\%) \\
\hline PERSONNEL TOTAL & \$ & 4,187,431 & \$ & 4,612,658 & \$ & 425,227 & 10.2\% & \$ & 4,766,356 & \$ & 153,698 & 3.3\% \\
\hline NON-PERSONNEL TOTAL & \$ & 327,054 & \$ & 455,138 & \$ & 128,084 & 39.2\% & \$ & 391,525 & \$ & \((63,613)\) & (14.0\%) \\
\hline 1 TOTAL OPERATING EXPENSES & \$ & 4,514,485 & \$ & 5,067,796 & \$ & 553,311 & 12.3\% & \$ & 5,157,881 & \$ & 90,085 & 1.8\% \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Operations - 3200
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Operations - 3200 E
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Operations - 3200 June-22
BUDGET

Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Operations - 3200
June-22
BUDGET
FY23


SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \＆FY25 OPERATING BUDGET

\section*{Bus Operators－ 3300}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline & \％9＇t & 869＇9LE & \＄ & tSて＇98¢＇8 & \＄ & （\％でs） & （68t＇Stt）\＄ & 9SS＇6ST＇8 & \＄ & S66＇t09＇8 & & Sletol & & － \\
\hline & \％S＇0 & GST & & 099＇82 & & \％0＇68 & \(000{ }^{\text {¢ }}\) & S6t＇8て & & S67＇02 & & &  & 666z0s \\
\hline & \％0＇s & ع8 & & 6tL＇L & & \％9 \({ }^{\circ}\) & て¢โ & 999＇L & & \(\downarrow\) ¢S＇โ & & &  & £乌zzos \\
\hline & \％0＇s & 629 & & 00 ＇\(^{\text {c }}\) & & \％\({ }^{\prime}\)＇6 \({ }^{\text {c }}\) & T＜0＇Z & TLS＇ZT & & 00s＇0t & & & smexョ＇sイud & tszzos \\
\hline & \％でて & 969＇โ & & 20て＇8L & & （\％\({ }^{\circ} \mathrm{O}\) ） & （t98） & LOG＇92 & & T \(28 \times 92\) & & &  & tztzos \\
\hline & \％8＇\(\varepsilon\) & 900＇sع & & て¢L＇とS6 & & （\％＇「T） & （ちてて＇0t） & 9Zじ8t6 & & 096＇826 & & & әлеәך ןenuuv & itizos \\
\hline & \％でて & ¢ \(¢\) て＇IT & & ع98＇t乙s & & （\％G＇0） & （โ८s＇乙） & 8Zt＇0ts & & 679＇てtG & & & әлеәך үग！ & 60tzos \\
\hline & \％0＇0 & － & & － & & \％00 & － & － & & － & & & кер！！он би！̣ео急 & EOtzog \\
\hline & \％でて & カくでく & & 0¢9＇¢ \(¢ \varepsilon\) & & （\％\({ }^{\circ}\) ） & （z09＇t） & 9んが9Zを & & 8L0‘8てع & & & Ked Кер！！он & totzos \\
\hline \(\bigcirc\) & \％0｀\(\varepsilon\) &  & & 8tL＇SOS & & \％\({ }^{\prime} 9\) & 8Z0＇t¢ & くT0＇t6巾 & & 686＇6St & & & sul dmoう s，」әукоМ & t80z0s \\
\hline & \％L＇9 & S80＇โ & & \(09 \varepsilon^{\prime} \angle \tau\) & & （\％「＇9z） & （ c ¢＇¢） & SLて＇9 & & 0t0＇zz & & & （Ins）suı диәшイоןdməun əıets & tLOZOG \\
\hline ᄃ & \％9＇\(\tau\) & 097＇ธ & & T86＇\(\varepsilon 2\) & & \％¢＇乙 & 908＇t & LZ8＇ZL & & sto＇t／ & & &  & t90zog \\
\hline （1） & \％S＇ & 8tS＇s & & 86て＇90T & & （\％で6さ） & （t＜6＇とz） & OGL＇00t & & さてぐゅてT & & & （IaS）sui Kilu！qesia әreis & 090z0g \\
\hline E & \％¢＇乙 & LSt & & 0ヶS＇8T & & （\％¢＇z） & （LSt） & ع80＇8 \({ }^{\text {¢ }}\) & & 0ヶS＇8T & & & a80才／Sul & tsozos \\
\hline & \％00 & & & 08L＇で & & \％00 & － & 08L＇ても & & 08L＇で & & & sul uols！ & Stozos \\
\hline T & \％6 \({ }^{\text { }}\) & 990 ＇t & & 0¢S＇くIZ & & \％ナ \({ }^{\text {c }}\) & 066 ＇9 & ャ9t＇とโて & & カくガ90て & & & sul ıėuәa & tbozos \\
\hline \(\pm\) & \％でし & 78L＇L8乙 & & 69て＇LLて＇† & & （\％8＇ז） & （ 666 ＇TL） & S8t＇686＇\(\varepsilon\) & & 6＜t＇T90＇t & & & sul ןэ！pəw & tعOZOS \\
\hline ＜ & \％00 & & & & & （\％000t） & （0ع0＇809） & & & 0ع0＇809 & & &  & zzozos \\
\hline & \％\(\varepsilon^{\circ}\) & \(\varepsilon \varepsilon 8^{\prime} \varepsilon\) & & ャ9ち＇08て＇七 & & \％L＇ZT & 899＇乙とโ &  & & ع96＇EtO＇\(\tau\) & & & диәшәц！̣əу & tzozos \\
\hline & \％\(\underbrace{\text {＇}}\) & LSO＇Z & \＄ & 8عL＇G9T & \＄ & （\％6＇t） & （9¢て＇ع）\＄ & 289＇ع9 & \＄ & LT6＇99T & \＄ & &  & tiozos \\
\hline & & & & & & & & & & & & & SIIJ & Nヨヨ ヨoniyd \\
\hline & \％6．0 & 8โ9＇98 & \＄ & 9zて＇をャS＇6 & \＄ & （\％0＇t） & （8t9 \({ }^{\text {c }} 86 \varepsilon\) ）\＄ & 809＇99t＇6 & \＄ & 99Z＇¢98＇6 & \＄ & Steron & & \\
\hline & \％0＇0 & － & & － & & \％000 & － & & & － & & & ।О Јə૫ヤО & عzotos \\
\hline & \％0＇0 & － & & － & & \％00 & － & － & & － & & & sә！uexes ıəц⿺𠃊 & tzotos \\
\hline & \％00 & \(0 \varepsilon\) & & 8t0＇009 & & （\％L＇LZ） & （Lss＇t6T） & 886＇66t & & StS＇t69 & & & 10 roperado sng & عtotog \\
\hline & \％\({ }^{\text {＇}}\) & 889＇98 & \＄ & 80て＇とャo＇6 & \＄ & （\％と＇z） & （ \(\tau 60 \times\) LOz）\＄ & 029＇996＇8 & \＄ & ITL＇と9T＇6 & \＄ & & Ked ıощеләdo sng & tiotos \\
\hline & & & & & & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{}} & & & & & & & yog \({ }^{\text {y }}\) \\
\hline & ¢ ¢ \(^{\text {\％}}\) & ¢ \(\quad\) ¢ \(\$\) & & \multicolumn{2}{|l|}{\multirow[t]{3}{*}{\begin{tabular}{l}
sZA」 \\
N \(\forall 7\) d \\
عて－әun！
\end{tabular}}} & & & \multirow[t]{3}{*}{†てス」 เヨコロก \(\varepsilon \tau\)－әun！} & \multirow[t]{3}{*}{} & \multicolumn{3}{|l|}{\multirow[t]{3}{*}{とZ入」
1ヨコang
ž－aun¢}} & & \multirow[t]{3}{*}{INกOכつV} \\
\hline & \multicolumn{3}{|l|}{\multirow[t]{2}{*}{}} & & & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{（әsеәләәа）／әsеәлэи｜}} & & & & & & \multirow[t]{2}{*}{} & \\
\hline & & & & & & & & & & & & & & \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
\begin{tabular}{|c|c|c|}
\hline \multicolumn{3}{|l|}{FY24 \& FY25 OPERATING BUDGET} \\
\hline \multicolumn{3}{|l|}{Bus Operators - 3300} \\
\hline \begin{tabular}{l}
June-22 \\
BUDGET \\
FY23
\end{tabular} & \begin{tabular}{l}
June-23
BUDGET \\
FY24
\end{tabular} & Increas
\(\$\) VAR \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
Bus Operators - 3300

Attachment C
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Fleet Maint - 4100 June-22
BUDGET
FY23
\begin{tabular}{ccc} 
June-23 & Increase/(Decrease) \\
PLAN & \$ VAR & \% VAR \\
\hline
\end{tabular}
\begin{tabular}{cccc}
- & \(\$\) & - & \(0.0 \%\) \\
- & & - & \(0.0 \%\) \\
\(2,318,813\) & & 13,662 & \(0.6 \%\) \\
122,667 & & 5,838 & \(5.0 \%\) \\
\hline
\end{tabular}
Attachment C

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Fleet Maint - 4100 June-22 BUDGET
FY23

\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multicolumn{14}{|l|}{FY24 \& FY25 OPERATING BUDGET} \\
\hline \multicolumn{14}{|l|}{Fleet Maint - 4100} \\
\hline \multicolumn{2}{|l|}{\multirow[t]{2}{*}{ACCOUNT}} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June-22 \\
BUDGET \\
FY23
\end{tabular}}} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{June-23 BUDGET FY24}} & \multicolumn{3}{|l|}{Increase/(Decrease)} & \multicolumn{2}{|l|}{\multirow[t]{2}{*}{\begin{tabular}{l}
June-23 \\
PLAN \\
FY25
\end{tabular}}} & \multicolumn{3}{|l|}{Increase/(Decrease)} \\
\hline & & & & & & & \$ VAR & \% VAR & & & & \$ VAR & \% VAR \\
\hline \multicolumn{14}{|l|}{SERVICES} \\
\hline & 503011 Accting/Audit Fees & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline & 503012 Admin/Bank Fees & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503031 Prof/Technical Fees & & 8,700 & & 9,000 & & 300 & 3.4\% & & 9,000 & & - & 0.0\% \\
\hline & 503032 Legislative Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503033 Legal Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503034 Pre-Employment Exams & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503041 Temp Help & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503161 Custodial Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503162 Uniforms/Laundry & & 22,000 & & 27,912 & & 5,912 & 26.9\% & & 27,912 & & - & 0.0\% \(>\) \\
\hline & 503171 Security Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503221 Classified/Legal Ads & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503222 Legal Ads & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503225 Graphic Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503351 Repair - Bldg \& Impr & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & 503352 Repair - Equipment & & 38,000 & & 26,600 & & \((11,400)\) & (30.0\%) & & 26,100 & & (500) & (1.9\%) \({ }^{\text {( }}\) \\
\hline & 503353 Repair - Rev Vehicle & & 611,480 & & 654,926 & & 43,446 & 7.1\% & & 595,081 & & \((59,845)\) & (9.1\%) \\
\hline & 503354 Repair - Non Rev Vehicle & & 58,575 & & 72,075 & & 13,500 & 23.0\% & & 72,176 & & 101 & 0.1\% \(\bigcirc\) \\
\hline & 503363 Haz Mat Disposal & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & Totals & \$ & 738,755 & \$ & 790,513 & \$ & 51,758 & 7.0\% & \$ & 730,269 & \$ & \((60,244)\) & (7.6\%) \\
\hline \multicolumn{14}{|l|}{MOBILE MATERIALS \& SUPPLIES} \\
\hline & 504011 Fuels \& Lubricants - Non Rev Veh & \$ & 75,440 & \$ & 75,440 & \$ & - & 0.0\% & \$ & 79,212 & \$ & 3,772 & 5.0\% \\
\hline & 504012 Fuels \& Lubricants - Rev Veh & & 2,000,000 & & 3,764,296 & & 1,764,296 & 88.2\% & & 3,896,958 & & 132,662 & 3.5\% \\
\hline \multirow[t]{3}{*}{Hydro} & Hydrogen fuel & & - & & - & & - & 0.0\% & & 250,000 & & 250,000 & 100.0\% \\
\hline & 504021 Tires \& Tubes & & 217,000 & & 217,000 & & - & 0.0\% & & 227,850 & & 10,850 & 5.0\% \\
\hline & 504161 Other Mobile Supplies & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline \(\pm\) & 504191 Rev Vehicle Parts & & 1,033,840 & & 1,369,299 & & 335,459 & 32.4\% & & 1,431,314 & & 62,015 & 4.5\% \\
\hline \(\omega\) & Totals & \$ & 3,326,280 & \$ & 5,426,035 & \$ & 2,099,755 & 63.1\% & \$ & 5,885,334 & \$ & 459,299 & 8.5\% \\
\hline
\end{tabular}
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Fleet Maint - 4100 June-22 \(\underset{\text { FY23 }}{\text { BUDGET }}\)
Attachment C

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Fleet Maint - 4100


Increasel(Decrease) \$ VAR


\(0.0 \%\)
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
District Counsel-1700
\begin{tabular}{lll}
\multicolumn{3}{c}{ District Counsel - } \\
\(\begin{array}{c}\text { June-22 } \\
\text { BUDGET }\end{array}\) & June-23 \\
FYY23 & BUDGET & Incr \\
& & FY24
\end{tabular}
FY23

\(\begin{array}{rr}- & \$ \\ 438,187 & \$\end{array}\)
TOTAL OPERATING EXPENSES \$ 438,187 \$

\section*{Attachment C}
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{ACCOUNT} & \multicolumn{12}{|l|}{COVID - 9002} \\
\hline & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-22 \\
BUDGET \\
FY23
\end{tabular}} & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-23 \\
BUDGET \\
FY24
\end{tabular}} & \multicolumn{3}{|l|}{Increase/(Decrease)} & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-23 \\
PLAN \\
FY25
\end{tabular}} & \multicolumn{3}{|l|}{Increase/(Decrease)} \\
\hline \multicolumn{13}{|l|}{SERVICES} \\
\hline 503011 Accting/Audit Fees & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & - & 0.0\% \\
\hline 503012 Admin/Bank Fees & & - & & - & & - & 0.0\% & & & & - & 0.0\% \\
\hline 503031 Prof/Technical Fees & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503032 Legislative Services & & - & & - & & - & 0.0\% & & & & - & 0.0\% \\
\hline 503033 Legal Services & & 20,000 & & - & & \((20,000)\) & (100.0\%) & & - & & - & 0.0\% \\
\hline 503034 Pre-Employment Exams & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503041 Temp Help & & 72,000 & & - & & \((72,000)\) & (100.0\%) & & - & & - & 0.0\% \\
\hline 503161 Custodial Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503162 Uniforms/Laundry & & - & & & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503171 Security Services & & - & & - & & - & 0.0\% & & & & - & 0.0\% \\
\hline 503221 Classified/Legal Ads & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503222 Legal Ads & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503225 Graphic Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503351 Repair - Bldg \& Impr & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503352 Repair - Equipment & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503353 Repair - Rev Vehicle & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503354 Repair - Non Rev Vehicle & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline 503363 Haz Mat Disposal & & - & & - & & - & 0.0\% & & - & & - & 0.0\% \\
\hline & \$ & 92,000 & \$ & - & \$ & \((92,000)\) & (100.0\%) & \$ & - & \$ & - & 0.0\% \\
\hline
\end{tabular}

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET Retirees - 9005
\(\begin{array}{ll}\text { June-22 } & \text { June-23 } \\ \text { BUDGET } \\ \text { BUDGET } \\ \text { FY24 }\end{array}\)


SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY24 \& FY25 OPERATING BUDGET
\begin{tabular}{|c|c|c|c|c|c|c|c|c|c|c|c|c|c|}
\hline \multirow[t]{2}{*}{} & & \multicolumn{12}{|l|}{SCCIC - 700} \\
\hline & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-22 \\
BUDGET FY23
\end{tabular}} & \multicolumn{2}{|l|}{June-23 BUDGET FY24} & \multicolumn{3}{|l|}{Increase/(Decrease)} & \multicolumn{2}{|l|}{\begin{tabular}{l}
June-23 \\
PLAN \\
FY25
\end{tabular}} & \multicolumn{4}{|l|}{Increase/(Decrease)} \\
\hline Accting/Audit Fees & \$ & 275 & \$ & 250 & \$ & (25) & (9.1\%) & \$ & 250 & \$ & - & 0.0\% & \\
\hline Admin/Bank Fees & & - & & - & & & 0.0\% & & - & & & 0.0\% & \\
\hline Prof/Technical Fees & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Legislative Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Legal Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Pre-Employment Exams & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Temp Help & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Custodial Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Uniforms/Laundry & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Security Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & 1 \\
\hline Classified/Legal Ads & & - & & - & & - & 0.0\% & & - & & & 0.0\% & 0 \\
\hline Legal Ads & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & ? \\
\hline Graphic Services & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Repair - Bldg \& Impr & & - & & - & & - & 0.0\% & & - & & & 0.0\% & 3 \\
\hline Repair - Equipment & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & (1) \\
\hline Repair - Rev Vehicle & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \(\xrightarrow{+}\) \\
\hline Repair - Non Rev Vehicle & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Haz Mat Disposal & & - & & - & & - & 0.0\% & & - & & - & 0.0\% & \\
\hline Totals & \$ & 275 & \$ & 250 & \$ & (25) & (9.1\%) & \$ & 250 & \$ & - & 0.0\% & \\
\hline PERSONNEL TOTAL & \$ & - & \$ & - & \$ & - & 0.0\% & \$ & - & \$ & & 0.0\% & \\
\hline NON-PERSONNEL TOTAL & \$ & 275 & \$ & 250 & \$ & (25) & (9.1\%) & \$ & 250 & \$ & - & 0.0\% & \\
\hline TOTAL OPERATING EXPENSES & S & 275 & \$ & 250 & \$ & (25) & (9.1\%) & \$ & 250 & \$ & - & 0.0\% & \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE)
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Department & \begin{tabular}{l}
Authorized \\
FY23 \\
2022
\end{tabular} & Funded FY23 2022 & \[
\begin{gathered}
\text { Authorized } \\
\text { FY24 } \\
2023
\end{gathered}
\] & Funded FY24 2023 & \[
\begin{gathered}
\text { Authorized } \\
\text { FY25 } \\
2023
\end{gathered}
\] & Funded FY25 2023 \\
\hline Administration - 1100 & 5.00 & 4.00 & 5.00 & 4.00 & 5.00 & 4.00 \\
\hline Finance - 1200 & 12.00 & 11.00 & 13.00 & 11.00 & 13.00 & 11.00 \\
\hline Customer Service - 1300 & 19.25 & 13.00 & 19.25 & 10.00 & 19.25 & 10.00 \\
\hline Marketing - 1325 & 2.00 & 2.00 & 2.00 & 2.00 & 2.00 & 2.00 \\
\hline Human Resources - 1400 & 10.00 & 6.00 & 11.00 & 7.00 & 11.00 & 7.00 \\
\hline Information Technology - 1500 & 9.00 & 6.00 & 9.00 & 6.00 & 9.00 & 6.00 \\
\hline Planning, Grants, Governmental Affairs - 1600 & 13.00 & 5.00 & 13.00 & 6.00 & 13.00 & 6.00 \\
\hline District Counsel - 1700 & 3.00 & 0.00 & 3.00 & 0.00 & 3.00 & 0.00 \\
\hline Safety, Security, and Risk Management - 1800 & 3.00 & 2.00 & 3.00 & 2.00 & 3.00 & 2.00 \\
\hline Purchasing - 1900 & 5.00 & 4.00 & 5.00 & 4.00 & 5.00 & 4.00 \\
\hline Inventory Mgmt - 2000 & 5.00 & 5.00 & 6.00 & 5.00 & 6.00 & 5.00 \\
\hline Facilities Maintenance - 2200 & 23.00 & 18.00 & 23.00 & 18.00 & 23.00 & 18.00 \\
\hline Paratransit - 3100 & 54.00 & 42.00 & 58.00 & 45.00 & 58.00 & 45.00 \\
\hline Operations - 3200 & 23.00 & 18.00 & 24.00 & 18.00 & 24.00 & 18.00 \\
\hline Bus Operators - 3300 & 171.00 & 155.00 & 171.00 & 155.00 & 171.00 & 155.00 \\
\hline Fleet Maintenance - 4100 & 58.00 & 38.00 & 62.00 & 38.00 & 62.00 & 38.00 \\
\hline Total Full-Time Equivalents (FTEs) & 415.25 & 329.00 & 427.25 & 331.00 & 427.25 & 331.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE)
Administration - 1100
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \[
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2022 \\
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\text { Funded } \\
\text { FY24 } \\
2023 \\
\hline
\end{gathered}
\] & Authorized FY25 2023 & Funded FY25 2023 \\
\hline CEO/General Manager & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Chief Operations Officer & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Executive Assistant & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Administrative Assistant & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Administrative Specialist & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 5.00 & 4.00 & 5.00 & 4.00 & 5.00 & 4.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE)
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \begin{tabular}{l} 
Authorized \\
FY23 \\
2022 \\
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\end{tabular} & \[
\begin{aligned}
& \hline \text { Funded } \\
& \text { FY23 } \\
& 2022
\end{aligned}
\] & Authorized
FY24
2023 & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY24 } \\
2023
\end{gathered}
\] & Authorized
FY25
2023 & Funded
FY25
2023 \\
\hline Chief Financial Officer (CFO) & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Finance Deputy Director & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Accountant II & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Accountant III & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Accounting Specialist & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Senior Accounting Tech & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Senior Payroll Specialist & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Senior Payroll Adminstrator * & 0.00 & 0.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Senior Financial Analyst & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Financial Analyst * & 1.00 & 1.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Revenue Account Program Manager & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Revenue Collection Clerk & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Project Manager & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 12.00 & 11.00 & 13.00 & 11.00 & 13.00 & 11.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Customer Service - 1300
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \[
\begin{gathered}
\hline \text { Authorized } \\
\text { FY23 } \\
2022 \\
\hline
\end{gathered}
\] & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY23 } \\
2022 \\
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\end{gathered}
\] & \[
\begin{gathered}
\hline \text { Authorized } \\
\text { FY24 } \\
2023 \\
\hline
\end{gathered}
\] & \[
\begin{gathered}
\text { Funded } \\
\text { FY24 } \\
2023 \\
\hline
\end{gathered}
\] & \[
\begin{gathered}
\hline \text { Authorized } \\
\text { FY25 } \\
2023 \\
\hline
\end{gathered}
\] & \[
\begin{gathered}
\text { Funded } \\
\text { FY25 } \\
2023 \\
\hline
\end{gathered}
\] \\
\hline Mobility Training Coordinator ** & 1.00 & 1.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Customer Service Manager & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Customer Service Supervisor & 2.00 & 0.00 & 2.00 & 0.00 & 2.00 & 0.00 \\
\hline Customer Service Coordinator & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline Customer Service Representative ** & 12.00 & 9.00 & 12.00 & 7.00 & 12.00 & 7.00 \\
\hline Senior Customer Service Representative * & 2.00 & 1.00 & 2.00 & 2.00 & 2.00 & 2.00 \\
\hline Revenue Account Program Manager & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline Customer Service Assistant ** & 1.25 & 1.00 & 1.25 & 0.00 & 1.25 & 0.00 \\
\hline Total Full-Time Equivalents (FTEs) & 19.25 & 13.00 & 19.25 & 10.00 & 19.25 & 10.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE)
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & Authorized FY23 2022 & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY23 } \\
2022
\end{gathered}
\] & \[
\begin{gathered}
\hline \text { Authorized } \\
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2023
\end{gathered}
\] & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY24 } \\
2023
\end{gathered}
\] & Authorized FY25 2023 & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY25 } \\
2023
\end{gathered}
\] \\
\hline Marketing, Communications and Customer Service Director & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Marketing Assistant * & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 2.00 & 2.00 & 2.00 & 2.00 & 2.00 & 2.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE)
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \begin{tabular}{l} 
Authorized \\
FY23 \\
2022 \\
\hline
\end{tabular} & \begin{tabular}{l}
Funded \\
FY23 2022
\end{tabular} & \begin{tabular}{l} 
Authorized \\
FY24 \\
2023 \\
\hline
\end{tabular} & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY24 } \\
2023
\end{gathered}
\] & Authorized
FY25
2023 & Funded
FY25
2023 \\
\hline Human Resources Director & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Human Resources Deputy Director & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Human Resources Technician & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline HR Analyst I * & 2.00 & 2.00 & 3.00 & 3.00 & 3.00 & 3.00 \\
\hline HR Analyst II & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Benefits Technician & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Human Resources Specialist & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Human Resources Clerk & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Paralegal II & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 10.00 & 6.00 & 11.00 & 7.00 & 11.00 & 7.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Information Technology - 1500
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \begin{tabular}{c} 
Authorized \\
FY23 \\
2022 \\
\hline
\end{tabular} & Funded
FY23
2022 & Authorized
FY24
2023 & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY24 } \\
2023 \\
\hline
\end{gathered}
\] & \begin{tabular}{c} 
Authorized \\
FY25 \\
2023 \\
\hline
\end{tabular} & Funded
FY25
2023 \\
\hline Information Technology and ITS Director & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline IT Project Coordinator* & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Asst Manager of Information Technology & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Senior Database Administrator & 2.00 & 1.00 & 2.00 & 1.00 & 2.00 & 1.00 \\
\hline Database Administrator & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Systems Administrator/Senior & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Information Technology Support Analyst I/II & 2.00 & 1.00 & 2.00 & 1.00 & 2.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 9.00 & 6.00 & 9.00 & 6.00 & 9.00 & 6.00 \\
\hline
\end{tabular}

Attachment D FY24 \& FY25 OPERATING BUDGET
Funded Personnel - Full Time Equivalent (FTE)
Planning, Grants, Governmental Affairs - 1600
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \begin{tabular}{l} 
Authorized \\
FY23 \\
2022 \\
\hline
\end{tabular} & \begin{tabular}{l}
Funded \\
FY23 \\
2022
\end{tabular} & \begin{tabular}{c} 
Authorized \\
FY24 \\
2023 \\
\hline
\end{tabular} & Funded FY24 2023 & \begin{tabular}{c} 
Authorized \\
FY25 \\
2023 \\
\hline
\end{tabular} & \[
\begin{gathered}
\text { Funded } \\
\text { FY25 } \\
2023 \\
\hline
\end{gathered}
\] \\
\hline Planning and Development Director & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Grants/Legislative Analyst* & 2.00 & 0.00 & 2.00 & 1.00 & 2.00 & 1.00 \\
\hline Capital Planning and Grants Program Manager & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Transportation Planning Supervisor & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Senior Transportation Planner & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Transit Surveyor & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Planning Aide & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Transportation Planner I & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Transportation Planner II & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Planning Data Analyst & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Schedule Analyst & 2.00 & 1.00 & 2.00 & 1.00 & 2.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 13.00 & 5.00 & 13.00 & 6.00 & 13.00 & 6.00 \\
\hline
\end{tabular}

Attachment D

Attachment D
FY24 \& FY25 OPERATING BUDGET
Funded Personnel - Full Time Equivalent (FTE)
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \begin{tabular}{c} 
Authorized \\
FY23 \\
2022 \\
\hline
\end{tabular} & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY23 } \\
2022
\end{gathered}
\] & \begin{tabular}{c} 
Authorized \\
FY24 \\
2023 \\
\hline
\end{tabular} & \[
\begin{aligned}
& \hline \text { Funded } \\
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& 2023
\end{aligned}
\] & Authorized
FY25
2023 & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY25 } \\
2023
\end{gathered}
\] \\
\hline Safety, Security and Risk Director & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Claims Technician II & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Safety and Training Program Specialist I & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 3.00 & 2.00 & 3.00 & 2.00 & 3.00 & 2.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & Authorized
FY23
2022 & \[
\begin{gathered}
\hline \text { Funded } \\
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2022
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FY24
2023 & \[
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\hline \text { Funded } \\
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2023
\end{gathered}
\] & Authorized
FY25
2023 & \[
\begin{aligned}
& \hline \text { Funded } \\
& \text { FY25 } \\
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\end{aligned}
\] \\
\hline Purchasing Manager & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Administrative Specialist & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Purchasing Agent & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Purchasing Assistant & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Buyer & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 5.00 & 4.00 & 5.00 & 4.00 & 5.00 & 4.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Inventory Management - 2000
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \begin{tabular}{l} 
Authorized \\
FY23 \\
2022 \\
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2022 \\
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2023 \\
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2023 \\
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\] & \begin{tabular}{c} 
Authorized \\
FY25 \\
2023 \\
\hline
\end{tabular} & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY25 } \\
2023 \\
\hline
\end{gathered}
\] \\
\hline Parts and Materials Manager & 0.00 & 0.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Parts and Materials Supervisor & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Lead Parts and Materials Clerk & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Parts and Materials Clerk* & 3.00 & 3.00 & 3.00 & 2.00 & 3.00 & 2.00 \\
\hline Total Full-Time Equivalents (FTEs) & 5.00 & 5.00 & 6.00 & 5.00 & 6.00 & 5.00 \\
\hline \multicolumn{7}{|l|}{\begin{tabular}{l}
Split off from Dept 1900 FY24 budget process, includes historical info \\
* Fund Parts \& Materials Manager, Unfund 1 FTE Parts \& Materials Clerk in FY24/FY25 budget
\end{tabular}} \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Facilities Maintenance - 2200
\begin{tabular}{|c|c|c|c|c|c|c|}
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\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Paratransit - 3100
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \begin{tabular}{c} 
Authorized \\
FY23 \\
2022 \\
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\begin{gathered}
\text { Funded } \\
\text { FY23 } \\
2022
\end{gathered}
\] & \begin{tabular}{c} 
Authorized \\
FY24 \\
2023 \\
\hline
\end{tabular} & \[
\begin{gathered}
\text { Funded } \\
\text { FY24 } \\
2023
\end{gathered}
\] & \begin{tabular}{c} 
Authorized \\
FY25 \\
2023 \\
\hline
\end{tabular} & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY25 } \\
2023
\end{gathered}
\] \\
\hline Operations Manager: Paratransit Division & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Accessible Services Coordinator* & 0.00 & 0.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Paratransit Eligibility Coordinator & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Assistant Operations Manager: Paratransit & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Assistant Operations \& Customer Service Manager* & 0.00 & 0.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Reservation \& Scheduling Coord & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Safety/Road Response Coord & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Dispatcher & 5.00 & 0.00 & 5.00 & 0.00 & 5.00 & 0.00 \\
\hline Dispatcher/Scheduler* & 5.00 & 5.00 & 7.00 & 7.00 & 7.00 & 7.00 \\
\hline Paratransit Clerk I-II-III ** & 2.00 & 1.00 & 2.00 & 0.00 & 2.00 & 0.00 \\
\hline Van Operator & 34.00 & 31.00 & 34.00 & 31.00 & 34.00 & 31.00 \\
\hline Paratransit Supervisor & 3.00 & 3.00 & 3.00 & 3.00 & 3.00 & 3.00 \\
\hline Total Full-Time Equivalents (FTEs) & 54.00 & 42.00 & 58.00 & 45.00 & 58.00 & 45.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE)
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \begin{tabular}{c} 
Authorized \\
FY23 \\
2022 \\
\hline
\end{tabular} & \[
\begin{gathered}
\hline \text { Funded } \\
\text { FY23 } \\
2022
\end{gathered}
\] & \begin{tabular}{c} 
Authorized \\
FY24 \\
2023 \\
\hline
\end{tabular} & \[
\begin{gathered}
\text { Funded } \\
\text { FY24 } \\
2023
\end{gathered}
\] & \begin{tabular}{c} 
Authorized \\
FY25 \\
2023 \\
\hline
\end{tabular} & \[
\begin{gathered}
\text { Funded } \\
\text { FY25 } \\
2023
\end{gathered}
\] \\
\hline Operations Manager: Fixed Route Division & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Assistant Operations Manager & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Transit Supervisor & 15.00 & 11.00 & 15.00 & 11.00 & 15.00 & 11.00 \\
\hline Safety \& Training Coordinator * & 2.00 & 2.00 & 3.00 & 3.00 & 3.00 & 3.00 \\
\hline Assistant Safety \& Training Coordinator *** & 1.00 & 1.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Administrative Supervisor & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Administrative Assistant & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Payroll Specialist & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 23.00 & 18.00 & 24.00 & 18.00 & 24.00 & 18.00 \\
\hline
\end{tabular}

Attachment D
FY24 \& FY25 OPERATING BUDGET
Funded Personnel - Full Time Equivalent (FTE)


Attachment D
FY24 \& FY25 OPERATING BUDGET
Funded Personnel - Full Time Equivalent (FTE)
Fleet Maintenance - 4100
\begin{tabular}{|c|c|c|c|c|c|c|}
\hline Position Title & \[
\begin{gathered}
\hline \text { Authorized } \\
\text { FY23 } \\
2022
\end{gathered}
\] & Funded FY23 2022 & \[
\begin{gathered}
\hline \text { Authorized } \\
\text { FY24 } \\
2023
\end{gathered}
\] & Funded FY24 2023 & \[
\begin{gathered}
\text { Authorized } \\
\text { FY25 } \\
2023
\end{gathered}
\] & \begin{tabular}{l}
Funded \\
FY25 \\
2023
\end{tabular} \\
\hline Maintenance Manager & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Maintenance Trainer *** & 0.00 & 0.00 & 1.00 & 1.00 & 1.00 & 1.00 \\
\hline Fleet Maintenance Supervisor & 3.00 & 2.00 & 3.00 & 2.00 & 3.00 & 2.00 \\
\hline Lead Mechanic & 6.00 & 4.00 & 6.00 & 4.00 & 6.00 & 4.00 \\
\hline Mechanic III ** & 4.00 & 2.00 & 4.00 & 3.00 & 4.00 & 3.00 \\
\hline Mechanic I- II * & 18.00 & 15.00 & 22.00 & 14.00 & 22.00 & 14.00 \\
\hline Assistant Maintenance Manager & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Vehicle Body Repair Mechanic & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Administrative Assistant Supervisor & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Administrative Specialist & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Administrative Clerk & 1.00 & 0.00 & 1.00 & 0.00 & 1.00 & 0.00 \\
\hline Accounting Technician/Senior & 2.00 & 1.00 & 2.00 & 1.00 & 2.00 & 1.00 \\
\hline Upholsterer I - II * & 1.00 & 1.00 & 0.00 & 0.00 & 0.00 & 0.00 \\
\hline Lead Vehicle Service Worker & 2.00 & 2.00 & 2.00 & 2.00 & 2.00 & 2.00 \\
\hline Vehicle Service Detailer & 2.00 & 2.00 & 2.00 & 2.00 & 2.00 & 2.00 \\
\hline Vehicle Service Worker I - II & 12.00 & 7.00 & 12.00 & 7.00 & 12.00 & 7.00 \\
\hline Electronic Technician & 2.00 & 1.00 & 2.00 & 1.00 & 2.00 & 1.00 \\
\hline Total Full-Time Equivalents (FTEs) & 58.00 & 38.00 & 62.00 & 38.00 & 62.00 & 38.00 \\
\hline \multicolumn{7}{|l|}{\begin{tabular}{l}
* Fund Mechanics I 4 FTE, Unfund Upholster 1 FTE - approved at 9/23/22 BoD meeting \\
** Fund Mechanic III 1 FTE , Unfund Mechanic I-II 1 FTE in FY24/FY25 budget process \\
***Fund Maintenance Trainer 1 FTE - approved at Feb 2023 BoD meeting
\end{tabular}} \\
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\section*{Attachment F}

\section*{BOARD MEMBER TRAVEL}

FY24

\section*{American Public Transportation Association (APTA) Meetings}

Annual Conference
October 2023
Orlando, FL
Two Board Members

Legislative Conference
April 2024
Washington, DC
Three Board Members

\section*{California Transit Association (CTA) Meetings}

Annual Meeting
November 2023
Pasadena, CA
One Board Member

Legislative Conference
May 2024
TBD
One Board Member

\begin{abstract}
Additional Travel
Meetings with legislators and government officials in Washington, D.C., San Francisco and Sacramento, as approved by the Chair of the Board.
\end{abstract}

Expenses related to Board members meeting with CEO/General Manager and staff.

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\section*{Attachment G}

\section*{Employee Incentives}

FY24/FY25
\begin{tabular}{|c|c|c|c|c|c|}
\hline Event/Activity & & FY24 & & FY25 & Department \\
\hline \begin{tabular}{l}
Agency Roadeo \\
Company Picnic \\
Holiday Party \\
Transit Driver Appreciation Day
\end{tabular} & \$ & 22,555 & \$ & 23,683 & Administration \\
\hline Awards Safe Driver Patches Line Instruction Patches & & 9,690 & & 10,175 & Bus Operators \\
\hline Awards Incentive program & & 2,500 & & 2,500 & ParaCruz \\
\hline \begin{tabular}{l}
Bus Rodeo \\
Safety awards \\
Summer Driver Appreciation Event
\end{tabular} & & 12,534 & & 12,910 & Safety \& Risk Mgmt \\
\hline District Service Awards & & 4,222 & & 4,433 & Administration \\
\hline Employee Appreciation Event & & 26,143 & & 27,390 & \begin{tabular}{l}
Administration \\
Finance \\
Customer Service \\
Human Resources \\
Operations \\
Fleet Maintenance
\end{tabular} \\
\hline Employee Welcome \& Promotion kits & & 2,500 & & 2,500 & Human Resources \\
\hline Total & \$ & 80,144 & \$ & 83,591 & \\
\hline
\end{tabular}

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\title{
Attachment H
}

\title{
Board Authorized METRO Support Activities
}

FY24 and FY25
Santa Cruz County Fair
Christmas Parade - Tentatively Santa Cruz \& Watsonville 4th of July Parades - Tentatively Scotts Valley, Aptos, \& Watsonville Leadership Santa Cruz

Santa Cruz County Chamber of Commerce Business Expo
Earth Day Event - SJ State University, Pacific Station, \& potentially Watsonville

CA Clean Air Day Event - Pacific Station \& potentially Watsonville Stuff the Bus - Potentially one in November, one in December Transit Equity Day

Downtown Santa Cruz Kids Day
Downtown Day (for UCSC students)
Veterans Day
Trunk or Treat (Soquel/Santa Cruz \& Watsonville)
One Ride at a Time Events - World Wetland’s Day, Beach Clean-Ups, Youth Field Trips, etc.
"Youth Cruz Free Events - school outreach, events, etc.
Grades K - 12"
Press Events - to launch new campaigns to the public

\section*{Senior Events - for ParaCruz \\ Employee Event \\ Customer Service Appreciation Day}

Employee Picnic
Holiday Party
Roadeo

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\section*{Attachment I \\ Subscriptions and Memberships FY24 and FY25}


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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FY23 SCHEDULE OF RESERVE ACCOUNT BALANCES-PRE-CLOSE PRE-AUDIT
AS OF 05/25/23


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Attachment K
Measure D: 5-Year Program of Projects (FY24/25-FY25/26)
Santa Cruz METRO
\(\begin{array}{ll}\text { Agency: } & \text { Santa Cruz METRO } \\ \text { Expenditure Plan Category: } & \text { Transportation for E\&D }\end{array}\)


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\section*{Attachment L}

\title{
BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
}

\author{
Resolution No.
}

On the Motion of Director:
Duly Seconded by Director:
The Following Resolution is:
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT TO ADOPT A BUDGET FOR FISCAL YEARS 2024 AND 2025

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to adopt a budget for each fiscal year; and

WHEREAS, a budget for Capital and Operating expenses and revenues has been developed for fiscal years 2024 and 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, that the budget attached hereto as Attachment B - Attachment L and presented to the Board of Directors is hereby adopted

PASSED AND ADOPTED this \(23^{\text {rd }}\) Day of June 2023 by the following vote:

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

Approved:
Shebreh Kalantari-Johnson, Chair

\title{
Attachment L
}

Resolution No.
Page 2 of 2

\section*{Attest:}

Michael S. Tree, CEO/General Manager

Approved as to form:
Julie A. Sherman, General Counsel

\title{
VERBAL PRESENTATION
}

\section*{REIMAGINE METRO ORAL REPORT}

\author{
John Urgo
}
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DATE: June 23, 2023
TO: Board of Directors
FROM: Joan Jeffries, Purchasing Manager

\title{
SUBJECT: ADOPT A RESOLUTION TO AMEND TITLE II OF THE ADMINISTRATIVE CODE-PROCUREMENT POLICY TO INCREASE THE CEOIGENERAL MANAGER'S PROCUREMENT AUTHORITY
}

\section*{I. RECOMMENDED ACTION}

That the Board of Directors adopt a resolution to amend Title II of the Administrative Code-Procurement Policy to increase the CEO/General Manager's Procurement Authority and to make other conforming changes.

\section*{II. SUMMARY}

To more efficiently award contracts, many public agencies delegate authority to their chief executives to award contracts up to a certain dollar threshold. Santa Cruz Metropolitan Transit District's (METRO) CEO/General Manager is authorized to award contracts for supplies and services valued at \$50,000 or less. Last month, the METRO Board of Directors (Board) adopted an informal bidding ordinance under the California Uniform Public Construction Cost Accounting Act, which included authorization to the CEO/General Manager to award public works contracts valued at \(\$ 200,000\) or less. Notwithstanding this most recent change, the Board has not increased the CEO/General Manager's contracting authority since April 11, 2014. Upon reviewing the delegated procurement authority of other similarly situated agencies, staff is recommending that the Board amend Title II of the Administrative Code-Procurement Policy to authorize the CEO/General Manager to award contracts for supplies and services valued at \(\$ 200,000\) or less, to authorize a corresponding increase to the CEO/General Manager's authority to amendments, and to make other conforming changes.

\section*{III. DISCUSSION/BACKGROUND}

The CEO/General Manager is authorized to award contracts for supplies and services valued at \(\$ 50,000\) or less. The Board recently increased the CEO/General Manager's authority to award public works contracts to \$200,000 or less. Considering this increase, staff decided to survey other similarly situated agencies to assess whether further increase to the CEO/General Manager's procurement authority might be appropriate.

Included below is a table of the procurement authority of executives at other similarly situated agencies.
\begin{tabular}{|l|l|}
\hline \begin{tabular}{l} 
Central Contra Costa Transit \\
Authority (County Connection)
\end{tabular} & \(\$ 100,000\) \\
\hline \begin{tabular}{l} 
San Mateo County Transit \\
District (Samtrans)
\end{tabular} & \begin{tabular}{l}
\(\$ 250,000\) for goods and services \\
\(\$ 200,000\) \\
for public works
\end{tabular} \\
\hline \begin{tabular}{l} 
Santa Clara Valley \\
Transportation Authority (VTA)
\end{tabular} & \(\$ 1,000,000\) \\
\hline Monterey-Salinas Transit (MST) & \(\$ 100,000\) \\
\hline \begin{tabular}{l} 
San Joaquin Regional Transit \\
District (RTD)
\end{tabular} & \begin{tabular}{l}
\(\$ 250,000\) for goods and services \\
\(\$ 200,000 ~ f o r ~ p u b l i c ~ w o r k s ~\)
\end{tabular} \\
\hline \begin{tabular}{l} 
Alameda-Contra Costa Transit \\
District (AC Transit)
\end{tabular} & \begin{tabular}{l}
\(\$ 250,000\) per contract year for goods and \\
services \\
\(\$ 100,000\)
\end{tabular} \\
\hline City of Santa Cruz contract year for public works
\end{tabular}\(|\)\begin{tabular}{ll|}
\hline City of Watsonville & \(\$ 100,000\) \\
\hline City of Scotts Valley & \begin{tabular}{l}
\(\$ 50,000\) for goods and services \\
\(\$ 75,000 ~ f o r ~ p u b l i c ~ w o r k s ~\)
\end{tabular} \\
\hline Santa Cruz County & \begin{tabular}{l}
\(\$ 200,000\) for services \\
Delegation permitted for public works up to \\
\(\$ 200,000\)
\end{tabular} \\
\hline
\end{tabular}

METRO's current threshold at which the CEO/General Manage may award contracts for goods and services is below the median for other similar situated agencies. Therefore, it is appropriate for the Board to consider whether to increase its authorization to the CEO/General Manager. Based on the above-described survey, staff recommends increasing the threshold from \$50,000 to \$200,000.

Currently, the CEO/General Manager is authorized to approve amendments and issue change orders up to \(\$ 50,000\) on all Board-approved supplies and services contracts and public works contracts valued at less than \(\$ 1\) million dollars. For public works contracts valued at \(\$ 1\) million dollars or more, the CEO/General Manager is authorized to issue change orders totaling the greater of: 1) \$50,000 or 2 ) ten percent (10\%) of the first Million Dollars, plus eight percent (8\%) of the next Nine Million Dollars, plus six percent (6\%) of the balance. The CEO/General Manager is also authorized to approve amendments and issue change orders to contracts awarded under his procurement authority, provided that the total sum of
the contract and all approved amendments or change orders do not exceed \(\$ 50,000\). For consistency, staff is recommending that the Board increase all references to a \(\$ 50,000\) threshold to \(\$ 200,000\).

The CEO/General Manager will report on a regular basis to the Board the contracts approved on his own authority in the CEO Report.

In addition, the proposed revisions to the Procurement Policy include edits to conform to previously approved changes to METRO's bid and proposal protest procedures.

\section*{IV. STRATEGIC PLAN PRIORITIES ALIGNMENT}
- Financial Responsibility, Stability, Stewardship, Accountability

\section*{V. FINANCIAL CONSIDERATIONSIIMPACT}

There is no budget impact for this action.

\section*{VI. CHANGES FROM COMMITTEE}

N/A

\section*{VII. ALTERNATIVES CONSIDERED}
- Only increase the delegation of authority to the CEO/General Manager for supplies and services to \(\$ 100,000\). Staff recommends raising the authority to \(\$ 200,000\), as this would be consistent with both the delegation of authority amount for public works contracts, and the median threshold of other similarly situated agencies.
- Retain the existing delegation of authority to the CEO/General Manager. For the reasons stated above, this is not recommended.

\section*{VIII. ATTACHMENTS}

Attachment A: Resolution to Amend Title II of the Santa Cruz Metropolitan Transit District Administrative Code—Procurement Policy

Prepared by: Joan Jeffries, Purchasing Manager

Board of Directors
June 23, 2023
Page 4 of 4
IX. APPROVALS

Chuck Farmer, CFO


Approved as to fiscal impact: Kristina Mihaylova
Deputy Finance Director


Michael Tree,
CEO/General Manager


\title{
BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
}

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

\section*{A RESOLUTION TO AMEND TITLE II OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ADMINISTRATIVE CODE - PROCUREMENT POLICY TO INCREASE THE CEOIGENERAL MANAGER'S PROCUREMENT AUTHORITY}

WHEREAS, the Santa Cruz Metropolitan Transit District was created pursuant to the "Santa Cruz Metropolitan Transit District Act of 1967" as codified in Public Utilities Code sections 98000 et. seq; and

WHEREAS, the Board of Directors of the Santa Cruz Metropolitan Transit District may take all actions necessary for the proper administration of the affairs of the district; and

WHEREAS, the Board of Directors pursuant to its authority established an Administrative Code for the proper administration of the District, which Code includes a Procurement Policy, Title II; and

WHEREAS, the Board of Directors desires to adopt revisions to its Procurement Policy to increase the CEO/General Manager's procurement authority and to make other conforming changes.

NOW THEREFORE, BE IT RESOLVED by the Santa Cruz Metropolitan Transit District as follows:

Revisions to Title II of the Administrative Code of Santa Cruz Metropolitan Transit District are hereby adopted by the Board of Directors as set forth in Exhibit A to this Resolution, with the understanding that such revisions are effective June 23, 2023.

PASSED AND ADOPTED this 23rd Day of June 2023 by the following vote:
AYES: Directors -
NOES: Directors -

\section*{Attachment A}

\section*{Resolution \#} Page 2 of 2

\section*{ABSTAIN: Directors -}

ABSENT: Directors -

Approved:
Shebreh Kalantari-Johnson, Chair

Attest:
Michael Tree, CEO/General Manager

Approved as to form:
Julie A. Sherman, General Counsel

\section*{Attachment A}

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
ADMINISTRATIVE CODE
TITLE II - PROCUREMENT POLICY
CHAPTER 1
SOLICITATION AND AWARD OF CONTRACTS
(This Chapter replaces AR-1005, AR-1003 and AR-1027 pursuant to Resolution No. 15-09-05)
Table of Contents:
\begin{tabular}{ll} 
Article I & General Requirements \\
Article II & Santa Cruz METRO Code of Conduct \\
Article III & Contents of Solicitation Documents \\
Article IV & Solicitation Procedures \\
Article V & Evaluation of Bids and Proposals \\
Article VI & \begin{tabular}{l} 
Methods of Procurements, Awarding Procurements and Issuing Change \\
Orders
\end{tabular} \\
Article VII & \begin{tabular}{l} 
Bid/Proposal Protest Procedures
\end{tabular} \\
Article VIII & Debarment
\end{tabular}

\section*{Article 1 \\ General Requirements}

\section*{§ \(1.101 \quad\) Definitions}

The following capitalized words and phrases whenever used in this Chapter shall be construed as defined below:

BOARD shall mean the Board of Directors of the Santa Cruz Metropolitan Transit District (Santa Cruz METRO).

CONTRACT shall mean a written agreement, binding the parties thereto to legal obligations; including, without limitation, letter of agreement, memorandum of understanding, contract, contract change order, purchase order, or an amendment or supplemental agreement to any of the foregoing.

FTA shall mean the United States Department of Transportation, Federal Transit Administration.

\section*{Attachment A}

CEO/GENERAL MANAGER shall mean the chief executive officer of Santa Cruz METRO appointed by the Board of Directors.

INVITATION FOR BIDS (IFB) shall mean a solicitation for submittal of bids for SUPPLIES, NONPROFESSIONAL SERVICES or PUBLIC WORKS.

NONPROFESSIONAL SERVICES shall mean and include services of a nonprofessional character of any type, description or variety, including, without limitation, landscape maintenance services, janitorial services, repair of office machines and equipment, and security guard services.

PROCUREMENT shall mean a CONTRACT for SUPPLIES, SERVICES, or PUBLIC WORKS.

PROFESSIONAL SERVICES shall mean and include professional services of any type or variety, including, without limitation, services rendered by accountants, actuaries, appraisers, architects, attorneys, consultants, doctors, and engineers.

PUBLIC PROJECT shall mean Projects undertaken in which the work includes: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility and (2) Painting or repainting of any publicly owned, leased, or operated facility. For the purposes of this Code, "Public Projects" is synonymous with "Public Works."

PUBLIC WORKS shall mean a project for the erection, construction, alteration, repair or improvement of any kind. (Public Contract Code §1101.)

PURCHASE shall mean the acquisition, renting, or leasing of SUPPLIES.
"Santa Cruz METRO" shall mean the Santa Cruz Metropolitan Transit District as established and operated under Part 10, Division 10 of the California Public Utilities Code.

REQUEST FOR PROPOSAL (RFP) shall mean a solicitation for submittal of proposals for SUPPLIES or SERVICES.

REQUEST FOR QUALIFICATIONS (RFQ) shall mean a solicitation for submittal of qualifications to perform PROFESSIONAL SERVICES.

SERVICES shall mean PROFESSIONAL or NONPROFESSIONAL SERVICES, or both, in accordance with the solicitation.

SUPPLIES shall mean and include personal property, goods, equipment and materials, including, without limitation, materials required for the maintenance and repair of any property of Santa Cruz METRO or of any other person or agency for with it is the duty of Santa Cruz METRO to maintain or repair.

\section*{Attachment A}

\section*{§1.103 Unauthorized Procurement}

Any CONTRACT made contrary to the provisions of this Chapter shall be null and void unless the contrary action is waived or the CONTRACT is ratified by the BOARD upon a determination that it is in the best interest of Santa Cruz METRO to do so. Notwithstanding the foregoing, a CONTRACT for SERVICES approved by the BOARD or GENERAL MANAGER shall not be void or voidable by either party to the CONTRACT or any third party due to failure to adhere to any solicitation procedure set forth in Article III of this Chapter, or the Procedures adopted by the GENERAL MANAGER.

\section*{§ 1.104 Splitting Procurement Prohibited}

Splitting or separating PROCUREMENTS into smaller units for the purpose of evading the provisions of this Chapter is prohibited. Splitting or separating a PROCUREMENT shall mean and include reducing the amount of any SUPPLIES, SERVICES, or PUBLIC WORKS to be furnished when there is reasonable knowledge that the same SUPPLIES, SERVICES, or PUBLIC WORKS will be additionally required within the same Santa Cruz METRO fiscal year, and when the primary purpose of splitting or separating the PROCUREMENT is to evade the purposes of this Chapter, including formally calling for bids or proposals.

\section*{§ \(1.105 \quad\) Collusion with Bidder or Proposer}

A Santa Cruz METRO officer or employee is prohibited from engaging in collusion with a bidder or proposer. Collusion includes, without limitation, knowingly doing any of the following:
A. Aiding or assisting a bidder or proposer in securing a PROCUREMENT at a higher price than that proposed by any other bidder or proposer; or
B. Favoring one bidder or proposer over another by giving or withholding information; or
C. Willfully misleading any bidder or proposer as the character of the work or service to be performed or product to be supplied; or
D. Accepting SUPPLIES, SERVICES, or PUBLIC WORKS that are inferior to that called for in the CONTRACT; or

\section*{Attachment A}
E. Falsely reporting the receipt of a greater amount or different kind of SUPPLIES, SERVICES or PUBLIC WORKS than has been actually received; or
F. Intentionally acting or failing to act in relation to a bid/bidder or proposal/proposer by wrongfully favoring a bidder's or proposer's interest over Santa Cruz METRO's interests.

\section*{§ 1.106 Independent Price Determination}

It is prohibited for a bidder or proposer to:
A. Propose or bid prices that have not been arrived at independently without consultation, communication, or agreement with any other bidder, offeror or competitor for the purpose of restricting competition as to any matter relating to the prices bid or proposed; or
B. Knowingly disclose any price bid or proposal to any other bidder, offeror, or to any competitor prior to opening of the bids or proposals, unless otherwise required by law; or
C. Make or attempt to induce any other person, firm or other entity or association to submit or not to submit a bid or proposal for the purpose of restricting competition; or
D. Knowingly be interested in more than one bid as the principal bidder; provided, however, subcontract bids to the principal bidders or proposers are excluded from this paragraph D.

In case of joint venture bids or proposals, the joint venture itself and each and every member of the joint venture shall, for purposes of the foregoing, be construed to be the person submitting the bid or proposal.

Any bid or proposal received or CONTRACT awarded where there was a violation of this section shall be null and void. Santa Cruz METRO shall dispose of the matter in that manner as if the bidder or proposer involved had failed to enter the CONTRACT after award.

\section*{§ 1.107 Compliance with Federal Law}

A PROCUREMENT funded in full or in part pursuant to the terms of a federal grant or loan shall be advertised, prepared, awarded, performed, and administered in compliance with all applicable requirements of federal laws, regulations and orders whenever compliance with those laws, regulations and orders is a prerequisite of federal financial assistance.

\section*{§ 1.108 Execution of Contracts}

The CEO/GENERAL MANAGER shall institute control procedures for the execution of CONTRACTS as required herein. Santa Cruz METRO's GENERAL COUNSEL shall approve the form and legality of all CONTRACTS prior to the execution thereof. If the

\section*{Attachment A}

CEO/GENERAL MANAGER will be unavailable to sign a CONTRACT, he/she or the BOARD may delegate such authority in writing to a named Santa Cruz METRO employee who shall be authorized to sign CONTRACTS on behalf of the CEO/GENERAL MANAGER. A copy of such authorization shall be filed with the Administrative Services Coordinator to be included in the Santa Cruz METRO official records.

\section*{§1.109 Severance}

If any provision or part of the Chapter conflicts with state or federal laws, regulations, or grant conditions applicable to Santa Cruz METRO PROCUREMENTS, or decisional law binding upon Santa Cruz METRO, the provision or part in conflict shall be deemed severed from this Chapter, and the remainder shall stay in full force and effect.

\section*{Article II \\ Santa Cruz METRO Code of Conduct}

\section*{§ \(1.201 \quad\) Purpose And Applicability}
A. As a public entity and recipient of state, federal and local funds, Santa Cruz METRO must be vigilant in its protection of the public trust. Toward that end, employees, officers, and agents of Santa Cruz METRO must conduct themselves in a manner that will foster public confidence in the integrity of the procurement system. This section is intended to prescribe standards of conduct to ensure honesty and integrity in all Santa Cruz METRO procurements.
B. The standards established herein shall apply to all activities associated with all procurements by METRO.

\section*{§ \(1.202 \quad\) Conflict of Interest}
A. No Santa Cruz METRO employee, officer, agent or his/her immediate family member, partner or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a Santa Cruz METRO contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed individuals has a financial or other interest in a firm/individual who may be selected and/or is selected for the award.
B. Santa Cruz METRO employees, officers and agents are prohibited from making, participating in or in any way attempting to use their METRO employment or affiliation to influence a Santa Cruz METRO decision in which they know or have reason to know they have a financial interest or other interest in the firm/individual who may be selected and/or is selected for the award.

\section*{Attachment A}
C. Santa Cruz METRO employees, officers, and agents and their immediate families, their business partners and/or an organization that employs or is about to employ the employee, his/her immediate family and/or his/her business partner, shall not be financially interested in any Santa Cruz METRO contract made by them in their official capacity. They shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity. The Santa Cruz METRO Board of Directors may void a contract made in violation of this section.
D. Santa Cruz METRO employees, officers and agents shall be subject to the laws of the United States and the State of California concerning conflicts of interest. Anyone found to violate the standards established by such laws may be subject to statutory penalties or sanctions, criminal consequences and disciplinary action up to and including employment termination issued by Santa Cruz METRO.
E. In a procurement in which a Santa Cruz METRO employee, officer and/or agent may have a conflict or potential conflict of interest, such individual(s) must promptly report the conflict in writing to the CEO/GENERAL MANAGER or designee so that appropriate action can be taken to assign the work to another employee to avoid the conflict of interest.
F. In a procurement in which a vendor, contractor or consultant or a prospective vendor, contractor or consultant may have a conflict or potential conflict of interest, such individual or firm shall immediately report the nature of the conflict and the existence or potential existence of the conflict to Santa Cruz METRO's Purchasing and Special Projects Director who shall in consultation with the Santa Cruz METRO CEO/General Manager and the Santa Cruz METRO General Counsel determine the appropriate action to be taken.
G. Santa Cruz METRO's Purchasing and Special Projects Director in consultation with the CEO/General Manager and the Santa Cruz METRO District Counsel is responsible to identify any real or apparent organizational conflict-of-interests that may exist in each procurement. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities result in an unfair competitive advantage to the third party contractor or subrecipient or impair their objectivity in performing the contract work.

\section*{§ \(1.203 \quad\) Gifts and Gratuities}
A. No Santa Cruz METRO employee, officer or agent shall solicit or accept gratuities, favors or anything of monetary value, including personal loans, from contractors, subcontractors, consultants, potential contractors, potential consultants, or potential subcontractors, except an unsolicited gift of nominal intrinsic value. Nominal intrinsic value for purposes of this section shall mean a value of less than \(\$ 25\), within a twelve-month period from a single source.

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B. Invitations for business lunches, parties, or similar functions must be declined if received from bidders or other parties involved in a pending procurement. This policy is intended to avoid any situation, which may give an appearance of improper influence in Santa Cruz METRO procurement activities.

\section*{§ \(1.204 \quad\) Contacts with Vendor, Bidders and Proposers}
A. Prior to the issuance of a procurement solicitation, informational and research contacts with prospective vendors may be made for the purpose of gathering data. However, in making such contacts, Santa Cruz METRO employees, officers, and agents shall avoid any commitment, or implication thereof, of a possible future award. Any such proposed contacts must be reported to the Santa Cruz METRO Purchasing and Special Projects Director.
B. Accordingly, requests for substantial complimentary services or supplies, which may imply an obligation on the part of Santa Cruz METRO, are prohibited. Requests for testing services, product samples, or demonstrations, or free trips to examine vendor products are prohibited.
C. Whenever a procurement is in progress (e.g., during the solicitation, evaluation, negotiation, and award phases) all contacts with potential contractors, consultants or vendors shall be made through the CEO/General Manager or the Purchasing and Special Projects Director.

\section*{§ 1.205 Release and Use of Information}
A. With the exception of formally advertised sealed bid procurements (i.e., Invitations for bid (IFB)) all cost and pricing information received by Santa Cruz METRO in negotiated procurements is to be treated as confidential, until the selection and award.
B. All technical data received in response to Requests for Proposals (RFP), with the exception of data contained in any contracts awarded by Santa Cruz METRO shall be maintained in a confidential manner until the selection and award.
C. No Santa Cruz METRO employee, officer, or agent shall use confidential information obtained through procurement for the actual or anticipated benefit of themselves, their relatives, persons with whom they have a common financial interest or any person.

\section*{Article III \\ Contents of Solicitation Documents}

\section*{§ \(1.301 \quad\) Bid Forms}

All formal bids shall be made on forms provided by Santa Cruz METRO. The execution of the forms by bidders shall be subject to procedures formulated by the

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CEO/GENERAL MANAGER and shall include controls over erasures, corrections, and interlineations.

\section*{§ 1.302}
§ 1.303
Request for Proposals (RFP)
All REQUESTS FOR PROPOSALS shall include at a minimum all the following information:
A. A description of the type of SUPPLIES or SERVICES required without use of brand or trade names except as authorized by state law or federal grant conditions.
B. Time for performance, delivery or length of service.
C. The time period that the proposer's proposal must be held open for Santa Cruz METRO acceptance.
D. The required work products and/or tasks.
E. A request for a description of the firm's qualifications, size and prior experience in performing similar SERVICES, unless a prior REQUEST FOR QUALIFICATIONS was issued to pre-qualify potential proposers.

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F. Disadvantaged business enterprise goals and good faith efforts requirements if required by the terms of a federal grant.
G. Selection criteria, weighting factors and selection process.
H. Date and time for proposal submittal.
I. Protest procedures as set out in Article VII of this Chapter.
J. Federal and/or state contract clauses, certifications and insurance requirements.

Notwithstanding the foregoing, an RFQ may be issued for SERVICES if approved by the BOARD.

\section*{§ 1.304 Request for Qualifications (RFQ)}

An RFQ may be issued in order to pre-qualify proposers for a particular RFP or to establish a listing of pre-qualified proposers when several RFPs for separate CONTRACTS will be issued for the same discipline of PROFESSIONAL SERVICES. The listing of pre-qualified professionals shall be effective if approved by the CEO/GENERAL MANAGER, unless BOARD approval is required. The listing must be approved by the BOARD to be effective if: (i) any one CONTRACT would require BOARD approval as set forth in Section 1.605 or (ii) the list will be effective for more than three years. The RFQ shall, at a minimum, include or request all of the following information:
A. Description of the type of PROFESSIONAL SERVICES required.
B. Number of years that the firm has provided such services.
C. Size of firm and, if applicable, a breakdown of number of employees by employment classification.
D. Prior experience in performing desired PROFESSIONAL SERVICES, and, if applicable, same work products.
E. Listing of references.

\section*{§ \(1.305 \quad\) Bid Security on Public Works Contracts}

For any PUBLIC WORKS CONTRACT, the solicitation documents shall require the bidder to submit with the bid as security one of the following:
A. Cash; or
B. Cashier's check or certified check made payable to Santa Cruz METRO; or
C. Bidder's bond executed by an admitted surety insurer and made payable to Santa Cruz METRO.

The security shall be an amount determined by Santa Cruz METRO to be sufficient, but shall not exceed \(10 \%\) of the bid amount.

If within twenty calendar days after CONTRACT award, the successful bidder fails to enter into the CONTRACT or, if applicable, provide all required insurance certificates and bonds, the bid security shall be forfeited in favor of Santa Cruz METRO. Upon

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good cause being shown, the CEO/GENERAL MANAGER in his/her discretion may extend the time for the bidder to enter the CONTRACT for a period not to exceed thirty (30) additional days.

Upon award to the lowest responsible bidder, the security of an unsuccessful bidder shall be returned no later than sixty (60) days after CONTRACT award. However, if a bid protest is timely filed, the security of unsuccessful bidders shall not be returned until the expiration of the bid validity period. The bid security of the successful bidder shall be returned after execution of the CONTRACT and receipt of the applicable insurance certificate and performance, payment and service disruption bonds. (Public CONTRACT Code §20322.)

\section*{Article IV}

Solicitation Procedures

\section*{§ 1.401 Santa Cruz METRO's Current Needs}

Santa Cruz METRO staff may contract/purchase only for Santa Cruz METRO's current and reasonably expected public transportation needs and may not add quantities or options to its third party contracts solely to permit assignment to another party at any time.

\section*{§ 1.402 Approval of Solicitations}

With the exception of contracts procured pursuant to Section 1.507, for a PROCUREMENT expected to be awarded for an amount equal to or greater than the amount set out in Section 1.403 for a CONTRACT for PUBLIC WORKS, SUPPLIES, EQUIPMENT AND MATERIALS, NONPROFESSIONAL SERVICES or PROFESSIONAL SERVICES, respectively, a written IFB or RFP must be prepared and thereafter authorized for issuance by either the BOARD or the CEO/GENERAL MANAGER or his/her designee prior to its release. BOARD approval for the release of the IFB or RFP is required if the resulting contract would require BOARD approval as set forth in Section 1.605 of this Chapter.

\section*{§ \(1.403 \quad\) Submittal of Sealed Bids and Proposals}

With the exception of contracts procured pursuant to Section 1.507, all bids/proposals for CONTRACTS expected to be awarded for an amount in excess of Sixty Thousand Dollars \((\$ 60,000)\) (or the threshold in Public Contract Code section 22032(a) as it may be amended from time to time, whichever is higher) for PUBLIC WORKS, and Fifty Thousand \((\$ 50,000)\) for SUPPLIES and SERVICES, shall be sealed, identified as a bid/proposal on the envelope, and shall be submitted to the CEO/GENERAL MANAGER or his/her designee at the place and time specified in the public notice inviting bids/proposals. The time specified in the public notice may be

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extended and notice of the extension may be given by addendum. Submittals received after the time shall not be accepted and shall be returned to the bidder or proposer unopened.

The CEO/GENERAL MANAGER shall issue procurement policies for the procurement of PUBLIC WORKS, SUPPLIES and SERVICES in excess of the amounts set forth above, which shall include provisions for procurement procedures that require a price or cost analysis/independent cost estimate and the acquisition of quotes, bids or proposals.

\section*{§ 1.404 Opening of Bids/Proposals}

Bids shall be opened by the CEO/GENERAL MANAGER or his/her designee, in public, at the time and place designated in the notice inviting bids or any extension that may be given by addendum to the bid documents. (Adopted eff. April 25, 2014. Amended effective Sept. 25, 2015.)

\section*{Article V \\ Evaluation of Bids and Proposals}

\section*{§ 1.501 Responsibility Factors}

In determining whether a bidder is responsible, consideration shall be given to each of the following factors:
A. The ability, capacity and skill of the bidder to satisfactorily perform the CONTRACT;
B. The ability of the bidder to perform the CONTRACT within the time specified, without delay;
C. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
D. The bidder possesses the required licenses/certifications and is not on any suspended or debarment list; and
E. The quality of bidder's performance on previous CONTRACTS with Santa Cruz METRO.

\section*{§ 1.502 Responsiveness}
A. A bid/proposal is responsive if the bidder/proposer submits all information and documents required by the IFB, RFP, or RFQ in the form and at the time required by the IFB, RFP or RFQ, and the bidder/proposer is offering to perform pursuant to the IFB, RFP, or RFQ requirements.

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B. The BOARD may adopt programs or procedures to promote the participation and use of minority, women-owned or disadvantaged business enterprises, and/or small business enterprises.

\section*{§ 1.503 Application of Responsibility Factors}

The BOARD or CEO/GENERAL MANAGER shall award CONTRACTS solicited pursuant to a competitive sealed bid basis (IFB) to the lowest bidder submitting a responsive bid, unless the BOARD or CEO/GENERAL MANAGER makes a finding that such bidder is not responsible based upon its failure to satisfy one or more of the criteria set forth in Section 1.501 of this Chapter.

\section*{§ 1.504 Evaluation of Competitive Proposals}

Proposals shall be evaluated based upon the criteria set out in the RFP. Santa Cruz METRO may reject any proposer that is nonresponsible or any proposal that is nonresponsive, it may waive any required information for all proposers, and it may waive minor irregularities in any proposal as provided in Section 1.611 of this Chapter.

\section*{§1.505 Noncompetitive and Sole Source Procurement}

A noncompetitive or sole source PROCUREMENT is the award of CONTRACT to only one source. An amendment to an existing CONTRACT to include PUBLIC WORKS, SUPPLIES, or SERVICES outside the scope of that CONTRACT is also deemed a sole source PROCUREMENT. Noncompetitive and sole source PROCUREMENTS are not permitted unless at least one of the following circumstances occurs:
A. The BOARD or CEO/GENERAL MANAGER, as applicable, has determined that the PUBLIC WORKS, SUPPLIES, or SERVICES can be provided only by one firm and that efforts to seek competition would be futile. The CEO/GENERAL MANAGER may not delegate his/her authority to make such a determination. However, if the CEO/GENERAL MANAGER is unavailable and has delegated authority for execution of CONTRACTS, such delegation may also include his/her authority under this paragraph.
B. For PROCUREMENTS involving an expenditure in excess of Two Hundred Thousand Dollars \((\$ 200,000)\) (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher) for PUBLIC WORKS, upon four-fifths \((4 / 5)\) vote of the BOARD if it finds that an emergency exists and that it is in the best interests of Santa Cruz METRO to suspend competitive bidding.

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C. Noncompetitive PROCUREMENT is otherwise authorized under applicable federal and state statutes and/or case law.

The Board of Directors, or the CEO/GENERAL MANAGER for procurements within his or her procurement authority, may waive the requirements for formal competitive bidding or other procedures set forth in this Procurement Policy when permissible under applicable law, when the best interests of Santa Cruz METRO would be served by waiving such requirements under the circumstances, and when a determination is made that competitive bidding procedures would be unavailing, not in furtherance of the purposes of the competitive bidding statutes and Santa Cruz METRO's procurement policy. These circumstances shall be evaluated on a case-by-case basis, keeping in mind the fundamental principles of procurement followed by Santa Cruz METRO. In circumstances where services are needed on an expedited basis that do not permit the time required for the RFP or Simplified Negotiations Procurement process, and such circumstances were not caused by Santa Cruz METRO's action(s), e.g., lack of planning, the CEO/GENERAL MANAGER may waive such procedures, provided there is adequate documentation of the need for such services in accordance with Federal and State procurement requirements.

\section*{§ 1.506 Alternative Procurement Methods}

The CEO/GENERAL MANAGER may establish procedures for Santa Cruz METRO's participation in Joint Procurements, State and Local Government Purchasing Schedules or Contracts and use of existing contract rights for the purchase of SUPPLIES, MATERIALS or SERVICES.
§1.507 Simplified Negotiations for Professional Service Contracts
1. Professional Services Not Exceeding \(\$ 10,000\) Annually.

Professional services may be retained without obtaining competitive quotations, if the estimate does not exceed \(\$ 10,000\) annually up to a maximum total contract amount of \(\$ 50,000\). Work should not be arbitrarily segmented or split in order to avoid the requirements for competition.

\section*{a. Procurement and Evaluation Process.}

When the District Counsel determines that a need exists for professional services not exceeding \(\$ 10,000\), it will request that the consultant submit in writing a brief proposal that includes (a) a description of the services to be provided; (b) an estimated schedule for completion; (c) fee structure, including a total all-inclusive sum including hourly rates and expenses; and (d) indemnification and

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insurance requirements as prescribed by the District. (A separate description of the District's insurance and indemnification requirements is available to be used for this purpose.)

The District Counsel must evaluate the proposed price and determine if it is fair and reasonable, and may negotiate final terms and conditions of the engagement with the proposer. Upon review and acceptance of the proposal, the District Counsel will create a Requisition and submit it to procurement staff. The consultant's written proposal shall be attached to the requisition.

The Requisition will indicate that the District Counsel has determined that the scope of work is suitable for a noncompetitive approach and that the cost is fair and reasonable. The Purchasing Department will process a purchase order, and the Legal Department will prepare a Professional Services Agreement to formalize the engagement.

\section*{2. Simplified Negotiations for Professional Service Contracts Over \(\$ 10,000\) but not Exceeding \$50,000.}

To retain professional services over \(\$ 10,000\) annually but not exceeding a total contract value of \(\$ 50,000\), a simplified negotiations process may be used in lieu of the formal competitive procurement process. To the extent practicable, such a method shall involve obtaining a minimum of three quotations, either written or oral. Generally, this process consists of the District issuing a written request for quotations to an adequate number of qualified sources, describing, to the extent practicable, the scope of services required, time frame, and deliverables. Formal advertising is not required, but the District will always endeavor to maximize competition. On a case-by-case basis, it may choose the appropriate method of publicizing procurements -such a method may, when appropriate, include posting on the District's website and/or formal advertisement. Selection is made based upon the proposer's qualifications and experience, timeliness, approach, and, for nonarchitectural/engineering services, cost. The District may negotiate the terms and conditions of the engagement with the highest ranked proposer, or may award the contract without negotiations.

The District shall not arbitrarily split work so as to avoid formal Request for Proposals process described in Section 1.403.
a. Procurement Process.

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The District Counsel shall initiate the simplified negotiations process by creating a Requisition and submitting it to Procurement staff specifying the services desired and the estimated cost. The District Counsel should verify that funds are available within the approved budget. District Counsel shall prepare a simple written request for quotations describing the scope of services requested, time for completion, minimum qualifications, and selection criteria in relative order of importance, and attach a sample Professional Services Agreement that will apply to the engagement.

District Counsel, in consultation with the District's risk management department, will determine what types and levels of insurance, if any, shall apply, taking into consideration the risk factors associated with the engagement. Typically the consultant shall be required to have a minimum of \(\$ 1,000,000\) per occurrence general and automobile liability insurance, and may be required to maintain professional liability insurance.

To the extent practicable, such a method shall involve obtaining a minimum of three quotations, either written or oral, but generally in writing, utilizing names obtained from locator files, internet, trade journals, trade sources, and the DBE Vendor Lists. Written proposals shall be submitted within the time frame specified in the request for quotations and shall describe the proposer's qualifications and experience, approach to the work, and cost proposal (for nonarchitectural/engineering contracts).
b. Evaluation and Award of Contract.

Proposals shall be evaluated by District Counsel. The proposer that best meets the District's needs in accordance with the selection criteria identified in the request for quotations shall be selected for award or for further negotiations as to the final scope of work and price, if necessary in order to reach agreement. Legal Department staff will draft the Professional Services Agreement for execution by the consultant and the District's authorized representative. If the service contract is over \(\$ 25,000\) but does not exceed \(\$ 50,000\), the Legal Department staff shall prepare and circulate a staff report to the BOARD OF DIRECTORS for review. The executed agreement will be retained by the Procurement Staff. Required insurance coverage shall be verified before the District issues the Notice to Proceed for all Simplified Negotiations. (Adopted eff. April 25, 2014. Amended effective Sept. 25, 2015.)

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\section*{Article VI \\ Methods of Procurements, Awarding Procurements and Issuing Change Orders}

\section*{§ 1.601 General}

All purchases and contracts, whether by informal bidding, formal bidding or proposals, shall be made on a competitive basis to the greatest extent practicable. The method of procurement, such as small purchases, informal bids or proposals, formal competitive bidding, requests for proposals, etc., shall be appropriate for the type of project or procurement and shall be in the best interest of the District.

\section*{§ 1.602 Public Works Projects of \(\mathbf{\$ 6 0 , 0 0 0}\) or less}

CONTRACTS involving expenditures of Sixty Thousand Dollars \((\$ 60,000)\) (or the threshold in Public Contract Code section 22032(a) as it may be amended from time to time, whichever is higher) or less for PUBLIC WORKS may be let by negotiated contract, purchase order, or performed by Santa Cruz METRO's employees by force account.

\section*{§ 1.603 Informal Procurements}

An informal procurement method may be utilized for the purchase of SUPPLIES or SERVICES when the estimated expenditure is between \(\$ 5,000\) and \(\$ 50,000\), and for PUBLIC WORKS projects when the estimated expenditure is between \(\$ 60,000\) (or the threshold in Public Contract Code section 22032(a) as it may be amended from time to time, whichever is higher) and \(\$ 200,000\) (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher). For SUPPLIES or SERVICES, such a method shall involve obtaining a minimum of three written or oral quotations, to the extent practical, that permit prices and other terms to be compared. For PUBLIC WORKS, such a method shall involve using informal competitive bidding in accordance with Santa Cruz METRO's informal bidding ordinance.

\section*{§ \(1.604 \quad\) Formal Competitive Procurements}

Formal competitive bidding (IFB) should be used when purchasing SUPPLIES or NONPROFESSIONAL SERVICES over \(\$ 50,000\), but a "best value" approach (RFP) may be used in circumstances where it is determined to be in the best interest of Santa Cruz METRO. "Best value" means a process in which the overall combination of quality, price, and other elements of a proposal that, when considered together, provide the greatest overall benefit to Santa Cruz METRO. Formal competitive bidding (IFB) should be used for PUBIC WORKS projects over \(\$ 200,000\) (or the

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threshold in Public Contract Code section 22032(c) as it may be amended from time to time, whichever is higher).

Formal competitive proposals (RFP), which consider and evaluate factors in addition to price, will be used to retain PROFESSIONAL SERVICES when the estimated expenditure exceeds \(\$ 50,000\). Specialized State and federal laws will apply to the procurement of architectural and engineering services as defined by applicable laws and regulations, regardless of the estimated expenditure.

\section*{§ 1.605 Board Awarded Procurements}

Unless otherwise provided herein, all PROCUREMENTS of SUPPLIES or SERVICES involving an expenditure exceeding Two Hundred Thousand Dollars ( \(\$ 200,000\) ) shall be subject to award and/or approval by the BOARD. All procurements of PUBLIC WORKS involving an expenditure exceeding \$200,000 (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher) shall be subject to award and/or approval by the BOARD. Said PROCUREMENTS shall be formal written CONTRACTS executed by the BOARD Chair and/or CEO/GENERAL MANAGER on behalf of Santa Cruz METRO as set out in the authorizing resolution.

\section*{§ \(1.606 \quad\) CEO/General Manager Awarded Procurements}

Subject to the availability of funds and the procedures set forth in this Chapter, the CEO/GENERAL MANAGER is authorized to award and bind Santa Cruz METRO to PROCUREMENTS involving a total expenditure of Two Hundred Thousand Dollars \((\$ 200,000)\) or less for SUPPLIES and SERVICES and PUBLIC WORKS involving an expenditure of \(\$ 200,000\) (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher) or less. DISTRICT COUNSEL is authorized to award and bind Santa Cruz METRO to Professional Service contracts obtained through the Simplified Negotiated PROCUREMENTS involving a total expenditure of Fifty Thousand Dollars \((\$ 50,000)\) or less.
§ 1.607 Authority to Approve Amendments to SUPPLY and SERVICE CONTRACTS
The CEO/GENERAL MANAGER is authorized to bind Santa Cruz METRO to amendments to CEO/GENERAL MANAGER approved SUPPLIES or SERVICE CONTRACTS provided that the sum of the original CONTRACT and all such amendments for any single CONTRACT shall not exceed: \(\$ 200.000\). The CEO/GENERAL MANAGER is authorized to bind Santa Cruz METRO to amendments to BOARD approved SUPPLIES or SERVICE CONTRACTS provided that the sum of all such amendments for any single CONTRACT shall not exceed: \(\$ 200,000\).

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\section*{§ 1.608 Authority to Issue Change Orders for Public Works CONTRACTS}

Subject to the availability of funds, the CEO/GENERAL MANAGER is authorized to bind Santa Cruz METRO to change orders for work being performed under a PUBLIC WORKS CONTRACT provided that the change order meets all of the following requirements:
A. For CEO/GENERAL MANAGER Awarded CONTRACTS originally awarded for a price of less than Two-Hundred Thousand Dollars \((\$ 200,000)\) (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher), the CEO/GENERAL MANAGER shall have authority to issue change orders, provided that the sum of the original contract and all such change orders does not exceed Two Hundred Thousand Dollars \((\$ 200,000)\) or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher).
B. For Board Awarded CONTRACTS originally awarded for a price of greater than Two Hundred Thousand Dollars \((\$ 200,000)\) (or the threshold in Public Contract Code section 22032 (b) as it may be amended from time to time, whichever is higher) but less than One Million Dollars ( \(\$ 1,000,000\) ), the CEO/GENERAL MANAGER shall have authority to issue change orders up to \(\$ 200,000\), provided that the sum of all such change orders for any single CONTRACT shall not exceed a total of \(\$ 200,000\).
C. For Board Awarded CONTRACTS originally awarded for a price of Million Dollars ( \(\$ 1,000,000\) ) or more, the CEO/GENERAL MANAGER shall have the authority to issue change orders as follows:
1. Change orders totaling up to \(\$ 200,000\) for any single CONTRACT; or
2. Change orders totaling the following percentages of the original CONTRACT amount: ten percent (10\%) of the first Million Dollars, plus eight percent (8\%) of the next Nine Million Dollars, plus six percent (6\%) of the balance.

For clarity, the CEO/GENERAL MANAGER may issue change orders up to the amounts described in either paragraphs 1 or 2 above, whichever is greater.

Notwithstanding the foregoing, any single change order which exceeds Two Hundred Thousand Dollars \((\$ 200,000)\) shall require BOARD approval.

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D. Notwithstanding the foregoing, the CEO/GENERAL MANAGER shall have authority to issue change orders in such sums as may reasonably be necessary if the CEO/GENERAL MANAGER determines a change order is required to:
1. Prevent interruption of the work which would result in a substantial increase in cost to Santa Cruz METRO; or
2. Protect the work, or equipment or materials to be used in the work, human safety, or the environment at or near the site of the work from substantial and immediate danger or injury; or
3. Protect the work, or equipment or materials to be used in the work, or human safety or the environment at or near the work site where damage or injury has occurred from further or additional damage or injury or deterioration caused by man, nature or other source.

The CEO/GENERAL MANAGER shall report such action to the BOARD as soon as reasonably possible but in no event more than thirty (30) days after the action is taken.

\section*{§ 1.609 Delegation of Authority}
A. Notwithstanding anything to the contrary herein, the BOARD may by resolution delegate authority to the CEO/GENERAL MANAGER to bind Santa Cruz METRO to a CONTRACT for any amount under the terms and conditions set forth in the resolution delegating such authority.
B. The CEO/GENERAL MANAGER may delegate his or her power under Sections \(1.606,1.607,1.608\) and 1.609 A, to bind Santa Cruz METRO by CONTRACT. The delegation shall be made in writing and shall specifically designate the Santa Cruz METRO employee(s) who may act for the CEO/GENERAL MANAGER. Santa Cruz METRO employees who are authorized to act for the CEO/GENERAL MANAGER to bind Santa Cruz METRO by CONTRACT shall be bonded for the faithful performance of their duties in such amounts as the CEO/GENERAL MANAGER reasonably determines to be adequate. A copy of the written delegation shall be retained in Santa Cruz METRO's official files. Upon request, the CFO shall certify the continuing validity of a written delegation made pursuant to this Section.

\section*{§ \(1.610 \quad\) Award in Case of Identical Bids}

The CEO/GENERAL MANAGER or the BOARD shall determine by lot which bid shall be accepted when two (2) or more responsible bidders submit responsive bids in the same amount. (Government Code Section 53064.)

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\section*{§ 1.611 Rejection of Bids/Proposals; Waiver of Minor Irregularities}

The CEO/GENERAL MANAGER or the BOARD, as appropriate, may reject any and all bids or proposals and may waive minor irregularities in the bids or proposals. An irregularity in a bid or proposal may be waived if such waiver does not give the bidder/proposer an unfair advantage. If the CEO/GENERAL MANAGER or the BOARD rejects all bids or proposals, the CEO/GENERAL MANAGER or BOARD shall reevaluate the cost estimates for the project. The project shall then either be abandoned, a new solicitation issued in the manner prescribed in Article IV. If a new solicitation is issued and the CEO/GENERAL MANAGER or BOARD again rejects all bids and proposals submitted, the CEO/GENERAL MANAGER or BOARD may proceed with the project using Santa Cruz METRO personnel, or issue another SOLICITATION.

\section*{§ 1.612 Alternative Award; Failure to Enter Into Contract}

If the bidder or proposer to whom the CONTRACT is awarded fails to enter into the CONTRACT as required, the CEO/GENERAL MANAGER or BOARD, as appropriate, may declare the award to that bidder or proposer a nullity and award the CONTRACT to the next lowest responsible and responsive bidder or proposer, or re-advertise. (Adopted eff. April 25, 2014. Amended effective Sept. 25, 2015.)

\section*{Article VII}

\section*{Bid/Proposal Protest Procedure}

\section*{§ \(1.701 \quad\) Scope of Protest Procedure}

METRO has established these Pre-Bid and Pre-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) Third Party Contracting Guidance, dated November 1, 2008, which are on file at METRO's Administrative Offices, 110 Vernon Street, Santa Cruz, CA 95060, and available upon request.
§ 1.702 Types of Protests
There are two basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:
A. A pre-bid or solicitation phase Protest is received no later than five calendar days prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids or proposals.

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B. A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but no later than five calendar days after the date of METRO's issuance of the notice of intent to award a contract.
C. A post-award Protest is a protest received after award of a contract. No protests will be considered after contract award, except for compelling reasons whereby the lateness is due to METRO's untimely handling of a protest submission. In no event will METRO consider protests filed after contract award due to the neglect of the Protester.

\section*{§ \(1.703 \quad\) Protest Procedures}

Prior to filing a Protest, a Protester must first utilize any procedures in the specifications for Approved Equals or requests for clarification. Santa Cruz METRO will deny or approve such requests and, if the requestor disagrees, they may avail themselves of these Protest Procedures.

All Protests must be filed in writing with the METRO Administrative Offices, CFO, Santa Cruz Metropolitan Transit District, 110 Vernon Street, Santa Cruz, CA 95060, or electronically at financemanager@scmtd.com. No other location is acceptable.

The protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation. Failure to comply with the time periods for filing a Protest as set forth herein shall be a basis for rejection of the Protest.

\section*{§ 1.704 Santa Cruz METRO’s Response to Protest}
A. METRO's CFO shall make a determination on the Protest generally before the submission date for bids or proposals or within ten (10) working days from receipt of the Protest, whichever is later, although this deadline may be extended at METRO's sole discretion. The decision of the CFO must be in writing and shall include a response to each substantive issue raised in the Protest.
B. Any decision by the CFO may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the CFO's decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the CFO for decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the appeal. The Protestor may appear, be represented and present evidence and testimony at the appeal. The Board of Directors' decision shall constitute METRO's final administrative determination.

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C. The Protester may withdraw its Protest or appeal at any time before METRO issues a final decision.
D. If METRO postpones the date of bid or proposal submission because of a Protest (or appeal thereof) of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/appeal had been filed, and the due date for bid or proposal submission shall be postponed until METRO has issued its final decision.

\section*{§ 1.705 Santa Cruz METRO's Responsibilities to FTA}

In cases where Contracts are substantially funded by the FTA, as a best practice, Santa Cruz METRO's CFO will notify its FTA regional office when it receives a third party Contract protest and keep FTA informed about the status of the protest. Contracts and Procurements staff will advise Santa Cruz METRO's grants department of relevant information concerning protests so that appropriate reporting will be accomplished.

Article VIII
Debarment

\section*{§ 1.801 Scope of Debarment Procedure}

This Article specifies procedures for Santa Cruz METRO's debarring potential bidders or proposers from award of a Santa Cruz METRO CONTRACT. The provisions set forth in 49 CFR Part 29 are hereby incorporated by reference. "Debarment" is defined as an action which excludes a firm from contracting directly with Santa Cruz METRO or participating as a subcontractor for a Santa Cruz METRO CONTRACT.

\section*{§ 1.802 Violations Subject to Debarment}

A contractor who commits, based on information sufficient to support a reasonable belief, any of the following acts or omissions is subject to a Santa Cruz METRO debarment action:
A. Any action set forth in 49 CFR Section 29.305; or
B. Willful failure to perform or violation of any term or condition of a CONTRACT with Santa Cruz METRO, including violation of any federal or state statutory or regulatory provision.

\section*{§ 1.803 Debarment Procedures}
A. If a contractor is alleged to have committed any one of the violations set forth in Section 1.802, the CEO/GENERAL MANAGER shall give notice in writing by

\section*{Attachment A}
certified mail, return receipt requested, of the reasons for the proposed debarment. The notice shall contain the following information:
1. That debarment is being considered;
2. The reasons for the proposed debarment;
3. Conduct or transaction(s) upon which the action is based;
4. Potential effect of a debarment;
5. Proposed scope of debarment;
6. Proposed period of debarment; and
7. Opportunity to contest proposed debarment.
B. The contractor shall have thirty (30) days from the date of receipt of the notice of proposed debarment to submit any written objections. After consideration of the contractor's written response, the CEO/GENERAL MANAGER shall provide written notice by certified mail, return receipt requested, of the time, date and place of a meeting with the CEO/GENERAL MANAGER, or designee, to discuss the proposed debarment.
C. In actions not based upon a conviction or civil judgment, if the CEO/GENERAL MANAGER finds that the contractor's response raises a dispute over facts material to the proposed debarment, the contractor shall be afforded an opportunity to appear with a representative before the CEO/GENERAL MANAGER, or designee, submit evidence, present witnesses, and confront any witness Santa Cruz METRO presents.
D. Within thirty (30) days after the meeting, the CEO/GENERAL MANAGER shall provide written notice by certified mail, return receipt requested, of the final decision of the CEO/GENERAL MANAGER regarding the debarment. Within thirty (30) days after receipt of the CEO/GENERAL MANAGER's final decision, the contractor shall give the CEO/GENERAL MANAGER written notice of appeal of the debarment decision. Failure to submit a written notice of appeal shall constitute consent to the debarment and the CEO/GENERAL MANAGER's decision shall be final as of the date on the notice.
E. If a written appeal is timely submitted, the CEO/GENERAL MANAGER shall provide written notice by certified mail, return receipt requested, of the date, time and place of the BOARD meeting at which the appeal of the contractor shall be considered and the date the contractor must submit written comments for submittal to the BOARD. The BOARD's debarment agenda package shall be sent to the contractor at least five (5) days before the meeting.
F. At the BOARD meeting in which the matter is scheduled to be heard, the BOARD may elect to receive and file the CEO/GENERAL MANAGER's decision, set the

\section*{Attachment A}
matter for hearing at a subsequent BOARD meeting, or hire an impartial hearing officer to conduct a hearing and prepare a written decision, including findings of fact.
G. Within thirty (30) days after the BOARD meeting, the CEO/GENERAL MANAGER shall provide written notification of the BOARD's action via certified mail, return receipt requested, to the appellant. If the BOARD receives and accepts the CEO/GENERAL MANAGER's decision, the debarment decision shall be final as of the date of the written notice described in this part.
H. If the BOARD elects to hold a hearing or to hire an impartial hearing officer to conduct a hearing, Santa Cruz METRO staff and the appellant may present evidence related to the appeal of the CEO/GENERAL MANAGER's decision at the hearing. At the beginning of the hearing, the BOARD Chair or hearing officer may announce time limits on testimony and any other procedural rules which, in their sole opinion, are reasonably necessary to preclude repetitious or irrelevant testimony. If either party arranges for the use of a court reporter to transcribe the hearing, the other party shall share the cost of transcribing the hearing if it requests a copy of the transcript.
I. If an impartial hearing officer conducts the hearing, the CEO/GENERAL MANAGER shall provide written notice by certified mail, return receipt requested, of the selected hearing officer, the date, time and place of the BOARD meeting at which the hearing officer's recommendation will be considered for adoption, and the date that the contract must provide written comments for submittal to the BOARD. A copy of the BOARD of Directors' debarment agenda package shall be sent to the contractor at least five (5) days before the meeting.
J. In rendering its decision on the debarment, the BOARD may elect to receive and file the CEO/GENERAL MANAGER's decision, adopt the written recommendation and findings of fact prepared by the hearing officer, or adopt a separate decision. Santa Cruz METRO shall provide contractor with written notice of the BOARD's decision by certified mail, return receipt requested, within thirty (30) days after the BOARD meeting. All BOARD decisions are final as of the date on the written notice of the BOARD's action.

\section*{§ 1.804 CEO/General Manager's/Board of Directors' Decision}
A. Debarment shall be imposed by the CEO/GENERAL MANAGER or BOARD only when it finds, based on a preponderance of the evidence, that the contract committed one of the violations referenced in Section 1.702 and that debarment is in the best interest of the public and the protection of Santa Cruz METRO. The

\section*{Attachment A}
seriousness of the contractor's acts or omissions and any mitigating factors shall be considered in making any debarment decision.
B. Debarment constitutes debarment of all divisions or other organizational elements of the contractor, unless the debarment decision is limited by its terms to specific divisions, organizational elements or commodities.
C. In imposing debarment, the CEO/GENERAL MANAGER or BOARD shall specify the scope and term of the debarment. Debarment shall not exceed three (3) years, unless circumstances warrant a longer period.
D. In order to protect the interests of Santa Cruz METRO, the period of debarment may be extended, modified or suspended by the CEO/GENERAL MANAGER or BOARD after compliance with the procedures set forth in Section 1.803. Such actions may be initiated by Santa Cruz METRO or by the contractor after receipt of a written request, including documentation of the proposed modifications.

\section*{§ 1.805 Effect of Debarment on Submittal of Bids or Proposals}

If the CEO/GENERAL MANAGER or BOARD acts to debar a contractor, that contractor shall be precluded from submitting any bids or proposals for a PROCUREMENT as a prime contractor or subcontractor during the time of debarment, unless debarment is limited in scope and the contractor is authorized under the terms of the debarment to submit a bid or proposal for a particular CONTRACT.

A contractor that has been debarred or suspended by the federal government or the state shall be prohibited from submitting any bids or proposals for a federally-funded or State funded PROCUREMENT during the period of debarment or suspension.

If Santa Cruz METRO receives an unauthorized bid or proposal from a contractor debarred by Santa Cruz METRO and/or the federal or state governments, the bid or proposal shall be returned and such bid or proposal shall not be evaluated or considered in determining the lowest responsive and responsible bidder or the highest ranked proposer.

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\title{
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT \\ ADMINISTRATIVE CODE \\ TITLE II - PROCUREMENT POLICY
}

CHAPTER 1
SOLICITATION AND AWARD OF CONTRACTS
(This Chapter replaces AR-1005, AR-1003 and AR-1027 pursuant to Resolution No. 15-09-05)

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\section*{Article 1}

\section*{General Requirements}
§ 1.101

\section*{Definitions}

The following capitalized words and phrases whenever used in this Chapter shall be construed as defined below:

BOARD shall mean the Board of Directors of the Santa Cruz Metropolitan Transit District (Santa Cruz METRO).

CONTRACT shall mean a written agreement, binding the parties thereto to legal obligations; including, without limitation, letter of agreement, memorandum of understanding, contract, contract change order, purchase order, or an amendment or supplemental agreement to any of the foregoing.

FTA shall mean the United States Department of Transportation, Federal Transit Administration.
CEO/GENERAL MANAGER shall mean the chief executive officer of Santa Cruz METRO appointed by the Board of Directors.

\section*{Attachment A}

INVITATION FOR BIDS (IFB) shall mean a solicitation for submittal of bids for SUPPLIES, NONPROFESSIONAL SERVICES or PUBLIC WORKS.

NONPROFESSIONAL SERVICES shall mean and include services of a nonprofessional character of any type, description or variety, including, without limitation, landscape maintenance services, janitorial services, repair of office machines and equipment, and security guard services.

PROCUREMENT shall mean a CONTRACT for SUPPLIES, SERVICES, or PUBLIC WORKS.
PROFESSIONAL SERVICES shall mean and include professional services of any type or variety, including, without limitation, services rendered by accountants, actuaries, appraisers, architects, attorneys, consultants, doctors, and engineers.

PUBLIC PROJECT shall mean Projects undertaken in which the work includes: (1) construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility and (2) Painting or repainting of any publicly owned, leased, or operated facility. For the purposes of this Code, "Public Projects" is synonymous with "Public Works."

PUBLIC WORKS shall mean a project for the erection, construction, alteration, repair or improvement of any kind. (Public Contract Code §1101.)

PURCHASE shall mean the acquisition, renting, or leasing of SUPPLIES.
"Santa Cruz METRO" shall mean the Santa Cruz Metropolitan Transit District as established and operated under Part 10, Division 10 of the California Public Utilities Code.

REQUEST FOR PROPOSAL (RFP) shall mean a solicitation for submittal of proposals for SUPPLIES or SERVICES.

REQUEST FOR QUALIFICATIONS (RFQ) shall mean a solicitation for submittal of qualifications to perform PROFESSIONAL SERVICES.

SERVICES shall mean PROFESSIONAL or NONPROFESSIONAL SERVICES, or both, in accordance with the solicitation.

SUPPLIES shall mean and include personal property, goods, equipment and materials, including, without limitation, materials required for the maintenance and repair of any property of Santa Cruz METRO or of any other person or agency for with it is the duty of Santa Cruz METRO to maintain or repair.

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§ \(1.104 \quad\) Splitting Procurement Prohibited
Splitting or separating PROCUREMENTS into smaller units for the purpose of evading the provisions of this Chapter is prohibited. Splitting or separating a PROCUREMENT shall mean and include reducing the amount of any SUPPLIES, SERVICES, or PUBLIC WORKS to be furnished when there is reasonable knowledge that the same SUPPLIES, SERVICES, or PUBLIC WORKS will be additionally required within the same Santa Cruz METRO fiscal year, and when the primary purpose of splitting or separating the PROCUREMENT is to evade the purposes of this Chapter, including formally calling for bids or proposals.
§ \(1.105 \quad\) Collusion with Bidder or Proposer
A Santa Cruz METRO officer or employee is prohibited from engaging in collusion with a bidder or proposer. Collusion includes, without limitation, knowingly doing any of the following:
A. Aiding or assisting a bidder or proposer in securing a PROCUREMENT at a higher price than that proposed by any other bidder or proposer; or
B. Favoring one bidder or proposer over another by giving or withholding information; or
C. Willfully misleading any bidder or proposer as the character of the work or service to be performed or product to be supplied; or
D. Accepting SUPPLIES, SERVICES, or PUBLIC WORKS that are inferior to that called for in the CONTRACT; or
E. Falsely reporting the receipt of a greater amount or different kind of SUPPLIES, SERVICES or PUBLIC WORKS than has been actually received; or
F. Intentionally acting or failing to act in relation to a bid/bidder or proposal/proposer by wrongfully favoring a bidder's or proposer's interest over Santa Cruz METRO's interests.
§ 1.106
Independent Price Determination
It is prohibited for a bidder or proposer to:

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A. Propose or bid prices that have not been arrived at independently without consultation, communication, or agreement with any other bidder, offeror or competitor for the purpose of restricting competition as to any matter relating to the prices bid or proposed; or
B. Knowingly disclose any price bid or proposal to any other bidder, offeror, or to any competitor prior to opening of the bids or proposals, unless otherwise required by law; or
C. Make or attempt to induce any other person, firm or other entity or association to submit or not to submit a bid or proposal for the purpose of restricting competition; or
D. Knowingly be interested in more than one bid as the principal bidder; provided, however, subcontract bids to the principal bidders or proposers are excluded from this paragraph \(D\).

In case of joint venture bids or proposals, the joint venture itself and each and every member of the joint venture shall, for purposes of the foregoing, be construed to be the person submitting the bid or proposal.

Any bid or proposal received or CONTRACT awarded where there was a violation of this section shall be null and void. Santa Cruz METRO shall dispose of the matter in that manner as if the bidder or proposer involved had failed to enter the CONTRACT after award.
§ 1.107
§ 1.108
§ 1.109 Severance
If any provision or part of the Chapter conflicts with state or federal laws, regulations, or grant conditions applicable to Santa Cruz METRO PROCUREMENTS, or decisional law binding upon Santa Cruz METRO, the provision or part in conflict shall be deemed severed from this Chapter, and the remainder shall stay in full force and effect.

\section*{Article II}

Santa Cruz METRO Code of Conduct

\section*{§ \(1.201 \quad\) Purpose And Applicability}

\section*{Attachment A}
A. As a public entity and recipient of state, federal and local funds, Santa Cruz METRO must be vigilant in its protection of the public trust. Toward that end, employees, officers, and agents of Santa Cruz METRO must conduct themselves in a manner that will foster public confidence in the integrity of the procurement system. This section is intended to prescribe standards of conduct to ensure honesty and integrity in all Santa Cruz METRO procurements.
B. The standards established herein shall apply to all activities associated with all procurements by METRO.
A. No Santa Cruz METRO employee, officer, agent or his/her immediate family member, partner or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a Santa Cruz METRO contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those previously listed individuals has a financial or other interest in a firm/individual who may be selected and/or is selected for the award.
B. Santa Cruz METRO employees, officers and agents are prohibited from making, participating in or in any way attempting to use their METRO employment or affiliation to influence a Santa Cruz METRO decision in which they know or have reason to know they have a financial interest or other interest in the firm/individual who may be selected and/or is selected for the award.
C. Santa Cruz METRO employees, officers, and agents and their immediate families, their business partners and/or an organization that employs or is about to employ the employee, his/her immediate family and/or his/her business partner, shall not be financially interested in any Santa Cruz METRO contract made by them in their official capacity. They shall not be purchasers at any sale or vendors at any purchase made by them in their official capacity. The Santa Cruz METRO Board of Directors may void a contract made in violation of this section.
D. Santa Cruz METRO employees, officers and agents shall be subject to the laws of the United States and the State of California concerning conflicts of interest. Anyone found to violate the standards established by such laws may be subject to statutory penalties or sanctions, criminal consequences and disciplinary action up to and including employment termination issued by Santa Cruz METRO.
E. In a procurement in which a Santa Cruz METRO employee, officer and/or agent may have a conflict or potential conflict of interest, such individual(s) must promptly report the conflict in writing to the CEO/GENERAL MANAGER or designee so that appropriate action can be taken to assign the work to another employee to avoid the conflict of interest.
F. In a procurement in which a vendor, contractor or consultant or a prospective vendor, contractor or consultant may have a conflict or potential conflict of interest, such individual or firm shall immediately report the nature of the conflict and the existence or potential existence of the conflict to Santa Cruz METRO's Purchasing and Special Projects Director who shall in consultation with the Santa Cruz METRO CEO/General Manager and the Santa Cruz METRO General Counsel determine the appropriate action to be taken.

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G. Santa Cruz METRO's Purchasing and Special Projects Director in consultation with the CEO/General Manager and the Santa Cruz METRO District Counsel is responsible to identify any real or apparent organizational conflict-of-interests that may exist in each procurement. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement may, without some restrictions on future activities result in an unfair competitive advantage to the third party contractor or sub-recipient or impair their objectivity in performing the contract work.
§ 1.203

\section*{§ 1.205}

\section*{Gifts and Gratuities}
A. No Santa Cruz METRO employee, officer or agent shall solicit or accept gratuities, favors or anything of monetary value, including personal loans, from contractors, subcontractors, consultants, potential contractors, potential consultants, or potential subcontractors, except an unsolicited gift of nominal intrinsic value. Nominal intrinsic value for purposes of this section shall mean a value of less than \(\$ 25\), within a twelve-month period from a single source.
B. Invitations for business lunches, parties, or similar functions must be declined if received from bidders or other parties involved in a pending procurement. This policy is intended to avoid any situation, which may give an appearance of improper influence in Santa Cruz METRO procurement activities.

\section*{§ 1.204 \\ Contacts with Vendor, Bidders and Proposers}
A. Prior to the issuance of a procurement solicitation, informational and research contacts with prospective vendors may be made for the purpose of gathering data. However, in making such contacts, Santa Cruz METRO employees, officers, and agents shall avoid any commitment, or implication thereof, of a possible future award. Any such proposed contacts must be reported to the Santa Cruz METRO Purchasing and Special Projects Director.
B. Accordingly, requests for substantial complimentary services or supplies, which may imply an obligation on the part of Santa Cruz METRO, are prohibited. Requests for testing services, product samples, or demonstrations, or free trips to examine vendor products are prohibited.
C. Whenever a procurement is in progress (e.g., during the solicitation, evaluation, negotiation, and award phases) all contacts with potential contractors, consultants or vendors shall be made through the CEO/General Manager or the Purchasing and Special Projects Director.

\section*{Release and Use of Information}
A. With the exception of formally advertised sealed bid procurements (i.e., Invitations for bid (IFB)) all cost and pricing information received by Santa Cruz METRO in negotiated procurements is to be treated as confidential, until the selection and award.
B. All technical data received in response to Requests for Proposals (RFP), with the exception of data contained in any contracts awarded by Santa Cruz METRO shall be maintained in a confidential manner until the selection and award.

\section*{Attachment A}
C. No Santa Cruz METRO employee, officer, or agent shall use confidential information obtained through procurement for the actual or anticipated benefit of themselves, their relatives, persons with whom they have a common financial interest or any person.

Article III
Contents of Solicitation Documents
§ 1.301
§ 1.302
§ 1.303

Bid Forms

All formal bids shall be made on forms provided by Santa Cruz METRO. The execution of the forms by bidders shall be subject to procedures formulated by the CEO/GENERAL MANAGER and shall include controls over erasures, corrections, and interlineations.

Invitation for Bids (IFB)
All IFBs shall at a minimum, include all of the following information:
A. A description of the PUBLIC WORKS, NONPROFESSIONAL SERVICES or SUPPLIES required without use of brand or trade names except as authorized by state law or federal grant conditions. (Public Contract code §3400.)
B. Time for performance or delivery.
C. The time period that the bidder's offer must be held open for Santa Cruz METRO acceptance.
D. Disadvantaged Business Enterprise goals and good faith efforts requirements if required by the terms of the federal grant.
E. Criteria for CONTRACT award to the lowest responsive and responsible bidder.
F. Date, time, and location for bid submittal.
G. Bid protest procedures as set forth in Article VII of this Chapter.
H. For PUBLIC WORKS projects, the contractor licensing and subcontractor listing requirements, prevailing wage notification, the required bid security as set out in Section 1.305, and all statutorily required bonds.
I. Federal and/or state requirements, including contract clauses, certifications, and bonds (bid, maintenance, performance, and payment). For federally funded SUPPLY and NONPROFESSIONAL SERVICES CONTRACTS, Santa Cruz METRO may allow submittal of an irrevocable letter of credit or other negotiable instrument in-lieu of a bond.
J. Santa Cruz METRO contract clauses.
K. Notification that Santa Cruz METRO reserves the right to reject all bids and to waive minor irregularities in a bidder's bid.

\section*{Request for Proposals (RFP)}

All REQUESTS FOR PROPOSALS shall include at a minimum all the following information:
A. A description of the type of SUPPLIES or SERVICES required without use of brand or trade names except as authorized by state law or federal grant conditions.
B. Time for performance, delivery or length of service.
C. The time period that the proposer's proposal must be held open for Santa Cruz METRO acceptance.

\section*{Attachment A}
D. The required work products and/or tasks.
E. A request for a description of the firm's qualifications, size and prior experience in performing similar SERVICES, unless a prior REQUEST FOR QUALIFICATIONS was issued to pre-qualify potential proposers.
F. Disadvantaged business enterprise goals and good faith efforts requirements if required by the terms of a federal grant.
G. Selection criteria, weighting factors and selection process.
H. Date and time for proposal submittal.
I. Protest procedures as set out in Article VII of this Chapter.
J. Federal and/or state contract clauses, certifications and insurance requirements.

Notwithstanding the foregoing, an RFQ may be issued for SERVICES if approved by the BOARD.

\section*{§ 1.304 Request for Qualifications (RFQ)}

An RFQ may be issued in order to pre-qualify proposers for a particular RFP or to establish a listing of pre-qualified proposers when several RFPs for separate CONTRACTS will be issued for the same discipline of PROFESSIONAL SERVICES. The listing of pre-qualified professionals shall be effective if approved by the CEO/GENERAL MANAGER, unless BOARD approval is required. The listing must be approved by the BOARD to be effective if: (i) any one CONTRACT would require BOARD approval as set forth in Section 1.605 or (ii) the list will be effective for more than three years. The RFQ shall, at a minimum, include or request all of the following information:
A. Description of the type of PROFESSIONAL SERVICES required.
B. Number of years that the firm has provided such services.
C. Size of firm and, if applicable, a breakdown of number of employees by employment classification.
D. Prior experience in performing desired PROFESSIONAL SERVICES, and, if applicable, same work products.
E. Listing of references.

\section*{§ \(1.305 \quad\) Bid Security on Public Works Contracts}

For any PUBLIC WORKS CONTRACT, the solicitation documents shall require the bidder to submit with the bid as security one of the following:
A. Cash; or
B. Cashier's check or certified check made payable to Santa Cruz METRO; or
C. Bidder's bond executed by an admitted surety insurer and made payable to Santa Cruz METRO.

The security shall be an amount determined by Santa Cruz METRO to be sufficient, but shall not exceed \(10 \%\) of the bid amount.

If within twenty calendar days after CONTRACT award, the successful bidder fails to enter into the CONTRACT or, if applicable, provide all required insurance certificates and bonds, the bid security shall be forfeited in favor of Santa Cruz METRO. Upon good cause being shown, the CEO/GENERAL MANAGER in his/her discretion may extend the time for the bidder to enter the CONTRACT for a period not to exceed thirty (30) additional days.

\section*{Attachment A}

Upon award to the lowest responsible bidder, the security of an unsuccessful bidder shall be returned no later than sixty (60) days after CONTRACT award. However, if a bid protest is timely filed, the security of unsuccessful bidders shall not be returned until the expiration of the bid validity period. The bid security of the successful bidder shall be returned after execution of the CONTRACT and receipt of the applicable insurance certificate and performance, payment and service disruption bonds. (Public CONTRACT Code §20322.)

\section*{Article IV \\ Solicitation Procedures}

\section*{§ 1.401}
§ 1.402 Approval of Solicitations
With the exception of contracts procured pursuant to Section 1.507, for a PROCUREMENT expected to be awarded for an amount equal to or greater than the amount set out in Section 1.403 for a CONTRACT for PUBLIC WORKS, SUPPLIES, EQUIPMENT AND MATERIALS, NONPROFESSIONAL SERVICES or PROFESSIONAL SERVICES, respectively, a written IFB or RFP must be prepared and thereafter authorized for issuance by either the BOARD or the CEO/GENERAL MANAGER or his/her designee prior to its release. BOARD approval for the release of the IFB or RFP is required if the resulting contract would require BOARD approval as set forth in Section 1.605 of this Chapter.

\section*{§ 1.403 Submittal of Sealed Bids and Proposals}

With the exception of contracts procured pursuant to Section 1.507, all bids/proposals for CONTRACTS expected to be awarded for an amount in excess of Sixty Thousand Dollars \((\$ 60,000)\) (or the threshold in Public Contract Code section 22032(a) as it may be amended from time to time, whichever is higher) for PUBLIC WORKS, and Fifty Thousand ( \(\$ 50,000\) ) for SUPPLIES and SERVICES, shall be sealed, identified as a bid/proposal on the envelope, and shall be submitted to the CEO/GENERAL MANAGER or his/her designee at the place and time specified in the public notice inviting bids/proposals. The time specified in the public notice may be extended and notice of the extension may be given by addendum. Submittals received after the time shall not be accepted and shall be returned to the bidder or proposer unopened.

The CEO/GENERAL MANAGER shall issue procurement policies for the procurement of PUBLIC WORKS, SUPPLIES and SERVICES in excess of the amounts set forth above, which shall include provisions for procurement procedures that require a price or cost analysis/independent cost estimate and the acquisition of quotes, bids or proposals.

\section*{§ 1.404 Opening of Bids/Proposals}

\section*{Attachment A}

Bids shall be opened by the CEO/GENERAL MANAGER or his/her designee, in public, at the time and place designated in the notice inviting bids or any extension that may be given by addendum to the bid documents. (Adopted eff. April 25, 2014. Amended effective Sept. 25, 2015.)

\author{
Article V \\ Evaluation of Bids and Proposals
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\section*{§ 1.501 Responsibility Factors}

In determining whether a bidder is responsible, consideration shall be given to each of the following factors:
A. The ability, capacity and skill of the bidder to satisfactorily perform the CONTRACT;
B. The ability of the bidder to perform the CONTRACT within the time specified, without delay;
C. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
D. The bidder possesses the required licenses/certifications and is not on any suspended or debarment list; and
E. The quality of bidder's performance on previous CONTRACTS with Santa Cruz METRO.

\section*{§1.502 Responsiveness}
A. A bid/proposal is responsive if the bidder/proposer submits all information and documents required by the IFB, RFP, or RFQ in the form and at the time required by the IFB, RFP or RFQ, and the bidder/proposer is offering to perform pursuant to the IFB, RFP, or RFQ requirements.
B. The BOARD may adopt programs or procedures to promote the participation and use of minority, women-owned or disadvantaged business enterprises, and/or small business enterprises.

\section*{§ 1.503 Application of Responsibility Factors}

The BOARD or CEO/GENERAL MANAGER shall award CONTRACTS solicited pursuant to a competitive sealed bid basis (IFB) to the lowest bidder submitting a responsive bid, unless the BOARD or CEO/GENERAL MANAGER makes a finding that such bidder is not responsible based upon its failure to satisfy one or more of the criteria set forth in Section 1.501 of this Chapter.
§ 1.504 Evaluation of Competitive Proposals

Proposals shall be evaluated based upon the criteria set out in the RFP. Santa Cruz METRO may reject any proposer that is nonresponsible or any proposal that is nonresponsive, it may waive any required information for all proposers, and it may waive minor irregularities in any proposal as provided in Section 1.611 of this Chapter.

\section*{§ \(1.505 \quad\) Noncompetitive and Sole Source Procurement}

\section*{Attachment A}

A noncompetitive or sole source PROCUREMENT is the award of CONTRACT to only one source. An amendment to an existing CONTRACT to include PUBLIC WORKS, SUPPLIES, or SERVICES outside the scope of that CONTRACT is also deemed a sole source PROCUREMENT. Noncompetitive and sole source PROCUREMENTS are not permitted unless at least one of the following circumstances occurs:
A. The BOARD or CEO/GENERAL MANAGER, as applicable, has determined that the PUBLIC WORKS, SUPPLIES, or SERVICES can be provided only by one firm and that efforts to seek competition would be futile. The CEO/GENERAL MANAGER may not delegate his/her authority to make such a determination. However, if the CEO/GENERAL MANAGER is unavailable and has delegated authority for execution of CONTRACTS, such delegation may also include his/her authority under this paragraph.
B. For PROCUREMENTS involving an expenditure in excess of Two Hundred Thousand Dollars ( \(\$ 200,000\) ) (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher) for PUBLIC WORKS, upon four-fifths ( \(4 / 5\) ) vote of the BOARD if it finds that an emergency exists and that it is in the best interests of Santa Cruz METRO to suspend competitive bidding.
C. Noncompetitive PROCUREMENT is otherwise authorized under applicable federal and state statutes and/or case law.

The Board of Directors, or the CEO/GENERAL MANAGER for procurements within his or her procurement authority, may waive the requirements for formal competitive bidding or other procedures set forth in this Procurement Policy when permissible under applicable law, when the best interests of Santa Cruz METRO would be served by waiving such requirements under the circumstances, and when a determination is made that competitive bidding procedures would be unavailing, not in furtherance of the purposes of the competitive bidding statutes and Santa Cruz METRO's procurement policy. These circumstances shall be evaluated on a case-by-case basis, keeping in mind the fundamental principles of procurement followed by Santa Cruz METRO. In circumstances where services are needed on an expedited basis that do not permit the time required for the RFP or Simplified Negotiations Procurement process, and such circumstances were not caused by Santa Cruz METRO's action(s), e.g., lack of planning, the CEO/GENERAL MANAGER may waive such procedures, provided there is adequate documentation of the need for such services in accordance with Federal and State procurement requirements.

\section*{§ 1.506 Alternative Procurement Methods}

The CEO/GENERAL MANAGER may establish procedures for Santa Cruz METRO's participation in Joint Procurements, State and Local Government Purchasing Schedules or Contracts and use of existing contract rights for the purchase of SUPPLIES, MATERIALS or SERVICES.

\section*{Attachment A}
§ 1.507 Simplified Negotiations for Professional Service Contracts
1. Professional Services Not Exceeding \(\$ 10,000\) Annually.

Professional services may be retained without obtaining competitive quotations, if the estimate does not exceed \(\$ 10,000\) annually up to a maximum total contract amount of \(\$ 50,000\). Work should not be arbitrarily segmented or split in order to avoid the requirements for competition.
a. Procurement and Evaluation Process.

When the District Counsel determines that a need exists for professional services not exceeding \(\$ 10,000\), it will request that the consultant submit in writing a brief proposal that includes (a) a description of the services to be provided; (b) an estimated schedule for completion; (c) fee structure, including a total all-inclusive sum including hourly rates and expenses; and (d) indemnification and insurance requirements as prescribed by the District. (A separate description of the District's insurance and indemnification requirements is available to be used for this purpose.)

The District Counsel must evaluate the proposed price and determine if it is fair and reasonable, and may negotiate final terms and conditions of the engagement with the proposer. Upon review and acceptance of the proposal, the District Counsel will create a Requisition and submit it to procurement staff. The consultant's written proposal shall be attached to the requisition.

The Requisition will indicate that the District Counsel has determined that the scope of work is suitable for a noncompetitive approach and that the cost is fair and reasonable. The Purchasing Department will process a purchase order, and the Legal Department will prepare a Professional Services Agreement to formalize the engagement.
2. Simplified Negotiations for Professional Service Contracts Over \(\$ 10,000\) but not Exceeding \$50,000.

To retain professional services over \(\$ 10,000\) annually but not exceeding a total contract value of \(\$ 50,000\), a simplified negotiations process may be used in lieu of the formal competitive procurement process. To the extent practicable, such a method shall involve obtaining a minimum of three quotations, either written or oral. Generally, this process consists of the District issuing a written request for quotations to an adequate number of qualified sources, describing, to the extent practicable, the scope of services required, time frame, and deliverables. Formal advertising is not required, but the District will always endeavor to maximize competition. On a case-by-case basis, it may choose the appropriate method of publicizing procurements -such a method may, when appropriate, include posting on the District's website and/or formal advertisement. Selection is made based upon the proposer's qualifications and

\section*{Attachment A}
experience, timeliness, approach, and, for non-architectural/engineering services, cost. The District may negotiate the terms and conditions of the engagement with the highest ranked proposer, or may award the contract without negotiations.

The District shall not arbitrarily split work so as to avoid formal Request for Proposals process described in Section 1.403.

\section*{a. Procurement Process.}

The District Counsel shall initiate the simplified negotiations process by creating a Requisition and submitting it to Procurement staff specifying the services desired and the estimated cost. The District Counsel should verify that funds are available within the approved budget. District Counsel shall prepare a simple written request for quotations describing the scope of services requested, time for completion, minimum qualifications, and selection criteria in relative order of importance, and attach a sample Professional Services Agreement that will apply to the engagement.

District Counsel, in consultation with the District's risk management department, will determine what types and levels of insurance, if any, shall apply, taking into consideration the risk factors associated with the engagement. Typically the consultant shall be required to have a minimum of \(\$ 1,000,000\) per occurrence general and automobile liability insurance, and may be required to maintain professional liability insurance.

To the extent practicable, such a method shall involve obtaining a minimum of three quotations, either written or oral, but generally in writing, utilizing names obtained from locator files, internet, trade journals, trade sources, and the DBE Vendor Lists. Written proposals shall be submitted within the time frame specified in the request for quotations and shall describe the proposer's qualifications and experience, approach to the work, and cost proposal (for non-architectural/engineering contracts).

\section*{b. Evaluation and Award of Contract.}

Proposals shall be evaluated by District Counsel. The proposer that best meets the District's needs in accordance with the selection criteria identified in the request for quotations shall be selected for award or for further negotiations as to the final scope of work and price, if necessary in order to reach agreement. Legal Department staff will draft the Professional Services Agreement for execution by the consultant and the District's authorized representative. If the service contract is over \(\$ 25,000\) but does not exceed \(\$ 50,000\), the Legal Department staff shall prepare and circulate a staff report to the BOARD OF DIRECTORS for review. The executed agreement will be retained by the Procurement Staff. Required insurance coverage shall be verified before the District issues the Notice to Proceed for all Simplified Negotiations. (Adopted eff. April 25, 2014. Amended effective Sept. 25, 2015.)

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Article VI \\ Methods of Procurements, Awarding Procurements and Issuing Change Orders
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\section*{§ 1.601 General}

All purchases and contracts, whether by informal bidding, formal bidding or proposals, shall be made on a competitive basis to the greatest extent practicable. The method of procurement, such as small purchases, informal bids or proposals, formal competitive bidding, requests for proposals, etc., shall be appropriate for the type of project or procurement and shall be in the best interest of the District.

\section*{§ \(1.602 \quad\) Public Works Projects of \(\mathbf{\$ 1 6 0 , 0 0 0}\) or less}

CONTRACTS involving expenditures of Sixty Thousand Dollars \((\$ 60,000)\) (or the threshold in Public Contract Code section 22032(a) as it may be amended from time to time, whichever is higher) or less for PUBLIC WORKS may be let by negotiated contract, purchase order, or performed by Santa Cruz METRO's employees by force account.
§ 1.603 Informal Procurements

An informal procurement method may be utilized for the purchase of SUPPLIES or SERVICES when the estimated expenditure is between \(\$ 5,000\) and \(\$ 50,000\), and for PUBLIC WORKS projects when the estimated expenditure is between \(\$ 60,000\) (or the threshold in Public Contract Code section 22032(a) as it may be amended from time to time, whichever is higher) and \(\$ 200,000\) (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher). For SUPPLIES or SERVICES, such a method shall involve obtaining a minimum of three written or oral quotations, to the extent practical, that permit prices and other terms to be compared. For PUBLIC WORKS, such a method shall involve using informal competitive bidding in accordance with Santa Cruz METRO's informal bidding ordinance.

\section*{§ 1.604 Formal Competitive Procurements}

Formal competitive bidding (IFB) should be used when purchasing SUPPLIES or NONPROFESSIONAL SERVICES over \(\$ 50,000\), but a "best value" approach (RFP) may be used in circumstances where it is determined to be in the best interest of Santa Cruz METRO. "Best value" means a process in which the overall combination of quality, price, and other elements of a proposal that, when considered together, provide the greatest overall benefit to Santa Cruz METRO. Formal competitive bidding (IFB) should be used for PUBIC WORKS projects over \$200,000 (or the threshold in Public Contract Code section 22032(c) as it may be amended from time to time, whichever is higher).

Formal competitive proposals (RFP), which consider and evaluate factors in addition to price, will be used to retain PROFESSIONAL SERVICES when the estimated expenditure exceeds \(\$ 50,000\). Specialized State and federal laws will apply to the procurement of architectural and engineering services as defined by applicable laws and regulations, regardless of the estimated expenditure.

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\section*{§ 1.605 Board Awarded Procurements}

Unless otherwise provided herein, all PROCUREMENTS of SUPPLIES or SERVICES involving an expenditure exceeding FiftyTwo Hundred Thousand Dollars \((\$ 5200,000)\) shall be subject to award and/or approval by the BOARD. All procurements of PUBLIC WORKS involving an expenditure exceeding \(\$ 200,000\) (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher) shall be subject to award and/or approval by the BOARD. Said PROCUREMENTS shall be formal written CONTRACTS executed by the BOARD Chair and/or CEO/GENERAL MANAGER on behalf of Santa Cruz METRO as set out in the authorizing resolution.

\section*{§ \(1.606 \quad\) CEO/General Manager Awarded Procurements}

Subject to the availability of funds and the procedures set forth in this Chapter, the CEO/GENERAL MANAGER is authorized to award and bind Santa Cruz METRO to PROCUREMENTS involving a total expenditure of FiftyTwo Hundred Thousand Dollars \((\$ \underline{200} 000)\) or less for SUPPLIES and SERVICES and PUBLIC WORKS involving an expenditure of \(\$ 200,000\) (or the threshold in Public Contract Code section 22032 (b) as it may be amended from time to time, whichever is higher) or less. DISTRICT COUNSEL is authorized to award and bind Santa Cruz METRO to Professional Service contracts obtained through the Simplified Negotiated PROCUREMENTS involving a total expenditure of Fifty Thousand Dollars \((\$ 50,000)\) or less.

\section*{§ 1.607 Authority to Approve Amendments to SUPPLY and SERVICE CONTRACTS}

The CEO/GENERAL MANAGER is authorized to bind Santa Cruz METRO to amendments to CEO/GENERAL MANAGER approved SUPPLIES or SERVICE CONTRACTS provided that the sum of the original CONTRACT and all such amendments for any single CONTRACT shall not exceed: \(\$ 200.000\). The CEO/GENERAL MANAGER is authorized to bind Santa Cruz METRO to amendments to BOARD approved SUPPLIES or SERVICE CONTRACTS provided that the sum of all such amendments for any single CONTRACT shall not exceed: \(\$ \underline{5} \underline{200}, 000\).

\section*{§ 1.608 Authority to Issue Change Orders for Public Works CONTRACTS}

Subject to the availability of funds, the CEO/GENERAL MANAGER is authorized to bind Santa Cruz METRO to change orders for work being performed under a PUBLIC WORKS CONTRACT provided that the change order meets all of the following requirements:
A. For CEO/GENERAL MANAGER Awarded CONTRACTS originally awarded for a price of less than Two-Hundred Thousand Dollars \((\$ 200,000)\) (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher)-or less, the CEO/GENERAL MANAGER shall have authority to issue change orders, provided that the sum of the original contract and all such change orders does not exceed FiftyTwo Hundred Thousand Dollars \((\$ 2 \underline{200}, 000)\) or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher).

\section*{Attachment A}
B. For Board Awarded CONTRACTS originally awarded for a price of greater than Two Hundred Thousand Dollars \((\$ 200,000)\) (or the threshold in Public Contract Code section 22032(b) as it may be amended from time to time, whichever is higher) but less than One Million Dollars ( \(\$ 1,000,000)_{2}\) the CEO/GENERAL MANAGER shall have authority to issue change orders up to \(\$ 5 \underline{200}, 000\), provided that the sum of all such change orders for any single CONTRACT shall not exceed a total of \(\$ 200,000\) ten percent ( \(10 \%\) ) of the original CONTRACT price.
C. For Board Awarded CONTRACTS originally awarded for a price of Million Dollars \((\$ 1,000,000)\) or more, the CEO/GENERAL MANAGER shall have the authority to issue change orders as follows:
1. -Change orders totaling up to \(\$ \underline{5} \underline{200}, 000\); provided that the sum of all such change orders for any single CONTRACT \({ }_{2}\) shall not exceed \(\$ 200,000\) or
2. Change orders totaling the following percentages of the original CONTRACT amount \(\bar{x}_{\overline{1}}\) whichever is higher: ten percent ( \(10 \%\) ) of the first Million Dollars, plus eight percent ( \(8 \%\) ) of the next Nine Million Dollars, plus six percent (6\%) of the balance.

For clarity, the CEO/GENERAL MANAGER may issue change orders up to the amounts described in either paragraphs 1 or 2 above, whichever is greater.
C. Notwithstanding the foregoing, any single change order which exceeds FiftyTwo Hundred Thousand Dollars \((\$ 5 \underline{200}, 000)\) shall require BOARD approval.
D. Notwithstanding the foregoing, the CEO/GENERAL MANAGER shall have authority to issue change orders in such sums as may reasonably be necessary if the CEO/GENERAL MANAGER determines a change order is required to:
1. Prevent interruption of the work which would result in a substantial increase in cost to Santa Cruz METRO; or
2. Protect the work, or equipment or materials to be used in the work, human safety, or the environment at or near the site of the work from substantial and immediate danger or injury; or
3. Protect the work, or equipment or materials to be used in the work, or human safety or the environment at or near the work site where damage or injury has occurred from further or additional damage or injury or deterioration caused by man, nature or other source.

The CEO/GENERAL MANAGER shall report such action to the BOARD as soon as reasonably possible but in no event more than thirty (30) days after the action is taken.

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A. Notwithstanding anything to the contrary herein, the BOARD may by resolution delegate authority to the CEO/GENERAL MANAGER to bind Santa Cruz METRO to a CONTRACT for any amount under the terms and conditions set forth in the resolution delegating such authority.
B. The CEO/GENERAL MANAGER may delegate his or her power under Sections 1.606, 1.607, 1.608 and 1.609 A, to bind Santa Cruz METRO by CONTRACT. The delegation shall be made in writing and shall specifically designate the Santa Cruz METRO employee(s) who may act for the CEO/GENERAL MANAGER. Santa Cruz METRO employees who are authorized to act for the CEO/GENERAL MANAGER to bind Santa Cruz METRO by CONTRACT shall be bonded for the faithful performance of their duties in such amounts as the CEO/GENERAL MANAGER reasonably determines to be adequate. A copy of the written delegation shall be retained in Santa Cruz METRO's official files. Upon request, the CFO shall certify the continuing validity of a written delegation made pursuant to this Section

\section*{§ \(1.610 \quad\) Award in Case of Identical Bids}

The CEO/GENERAL MANAGER or the BOARD shall determine by lot which bid shall be accepted when two (2) or more responsible bidders submit responsive bids in the same amount. (Government Code Section 53064.)
§ 1.611 Rejection of Bids/Proposals; Waiver of Minor Irregularities

The CEO/GENERAL MANAGER or the BOARD, as appropriate, may reject any and all bids or proposals and may waive minor irregularities in the bids or proposals. An irregularity in a bid or proposal may be waived if such waiver does not give the bidder/proposer an unfair advantage. If the CEO/GENERAL MANAGER or the BOARD rejects all bids or proposals, the CEO/GENERAL MANAGER or BOARD shall re-evaluate the cost estimates for the project. The project shall then either be abandoned, a new solicitation issued in the manner prescribed in Article IV. If a new solicitation is issued and the CEO/GENERAL MANAGER or BOARD again rejects all bids and proposals submitted, the CEO/GENERAL MANAGER or BOARD may proceed with the project using Santa Cruz METRO personnel, or issue another SOLICITATION.

\section*{§ 1.612 Alternative Award; Failure to Enter Into Contract}

If the bidder or proposer to whom the CONTRACT is awarded fails to enter into the CONTRACT as required, the CEO/GENERAL MANAGER or BOARD, as appropriate, may declare the award to that bidder or proposer a nullity and award the CONTRACT to the next lowest responsible and responsive bidder or proposer, or re-advertise. (Adopted eff. April 25, 2014. Amended effective Sept. 25, 2015.)

\section*{Article VII}

Bid/Proposal Protest Procedure

\section*{§ \(1.701 \quad\) Scope of Protest Procedure}

\section*{Attachment A}

METRO has established these Pre-Bid;and Pre-Award and Post-Award-Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) Third Party Contracting Guidance, dated November 1, 2008, which are on file at METRO's Administrative Offices, 110 Vernon Street, Santa Cruz, CA 95060, and available upon request.

\section*{§ 1.702}

\section*{§ \(1.703 \quad\) Protest Procedures}

Prior to filing a Protest, a Protester must first utilize any procedures in the specifications for Approved
Equals or requests for clarification. Santa Cruz METRO will deny or approve such requests and, if the requestor disagrees, they may avail themselves of these Protest Procedures.

All Protests must be filed in writing with the METRO Administrative Offices, CFO, Santa Cruz Metropolitan Transit District, 110 Vernon Street, Santa Cruz, CA 95060, or electronically at financemanager@scmtd.com. No other location is acceptable.

The protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation. Failure to comply with the time periods for filing a Protest as set forth herein shall be a basis for rejection of the Protest.
§ 1.704

\section*{Types of Protests}

There are twohree basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:
A. A pre-bid or solicitation phase Protest is received no later than five calendar days prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids or proposalsfrom vendors or other interested parties.
B. A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but no later than five calendar days after the date of METRO's issuance of the notice of intent to before-award of a contract.
C. A post-award Protest is a protest received after award of a contract. No protests will be considered after contract award, except for compelling reasons whereby the lateness is due to METRO's untimely handling of a protest submission. In no event will METRO consider protests filed after contract award due to the neglect of the Protester.A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

\section*{Santa Cruz METRO's Response to Protest}
A. METRO's CFO shall make a determination on the Protest generally before the submission date for bids or proposals or within ten (10) working days from receipt of the Protest, whichever is later,

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although this deadline may be extended at METRO's sole discretion. The Ddecision of the CFO must be in writing and shall include a response to each substantive issue raised in the Protest.
B. Any dDecision by the CFO may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the CFO's Ddecision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the CFO for Bdecision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the aAppeal. The Protestor may appear, be represented and present evidence and testimony at the aAppeal-Hearing. The Board of Directors' decision shall constitute METRO's final administrative determination.
C. The Protester may withdraw its Protest or appeal at any time before METRO issues a final decision.
D. If METRO postpones the date of bid or proposal submission because of a Protest (or appeal thereof) of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/appeal had been filed, and the due date for bid or proposal submission shall be postponed until METRO has issued its final decision.

\section*{§1.705 Appeal of Santa Cruz METRO's Decision}
A. In the event that the Protester is not satisfied with METRO's Board of Directors' final administrative determination, he/she may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having the jurisdiction over Protest(s) and Appeal(s).
B. At any time, the Protester may request reconsideration of METRO's Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.
G. The Protester may withdraw its Protest or Appeal at any time before METRO issues a final decision.
D. If METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until METRO has issued its final Decision.

\section*{§ 1.7056 Santa Cruz METRO’s Responsibilities to FTA}

In cases where Contracts are substantially funded by the FTA, as a best practice, Santa Cruz METRO's CFO will notify its FTA regional office when it receives a third party Contract protest and keep FTA informed about the status of the protest. Contracts and Procurements staff will advise Santa Cruz METRO's grants department of relevant information concerning protests so that appropriate reporting will be accomplished.

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\section*{Article VIII \\ Debarment}

\section*{§ 1.801 Scope of Debarment Procedure}

This Article specifies procedures for Santa Cruz METRO's debarring potential bidders or proposers from award of a Santa Cruz METRO CONTRACT. The provisions set forth in 49 CFR Part 29 are hereby incorporated by reference. "Debarment" is defined as an action which excludes a firm from contracting directly with Santa Cruz METRO or participating as a subcontractor for a Santa Cruz METRO CONTRACT.

\section*{§ 1.802 Violations Subject to Debarment}

A contractor who commits, based on information sufficient to support a reasonable belief, any of the following acts or omissions is subject to a Santa Cruz METRO debarment action:
A. Any action set forth in 49 CFR Section 29.305; or
B. Willful failure to perform or violation of any term or condition of a CONTRACT with Santa Cruz METRO, including violation of any federal or state statutory or regulatory provision.
§ 1.803 Debarment Procedures
A. If a contractor is alleged to have committed any one of the violations set forth in Section 1.802, the CEO/GENERAL MANAGER shall give notice in writing by certified mail, return receipt requested, of the reasons for the proposed debarment. The notice shall contain the following information:
1. That debarment is being considered;
2. The reasons for the proposed debarment;
3. Conduct or transaction(s) upon which the action is based;
4. Potential effect of a debarment;
5. Proposed scope of debarment;
6. Proposed period of debarment; and
7. Opportunity to contest proposed debarment.
B. The contractor shall have thirty (30) days from the date of receipt of the notice of proposed debarment to submit any written objections. After consideration of the contractor's written response, the CEO/GENERAL MANAGER shall provide written notice by certified mail, return receipt requested, of the time, date and place of a meeting with the CEO/GENERAL MANAGER, or designee, to discuss the proposed debarment.
C. In actions not based upon a conviction or civil judgment, if the CEO/GENERAL MANAGER finds that the contractor's response raises a dispute over facts material to the proposed debarment,

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the contractor shall be afforded an opportunity to appear with a representative before the CEO/GENERAL MANAGER, or designee, submit evidence, present witnesses, and confront any witness Santa Cruz METRO presents.
D. Within thirty (30) days after the meeting, the CEO/GENERAL MANAGER shall provide written notice by certified mail, return receipt requested, of the final decision of the CEO/GENERAL MANAGER regarding the debarment. Within thirty (30) days after receipt of the CEO/GENERAL MANAGER's final decision, the contractor shall give the CEO/GENERAL MANAGER written notice of appeal of the debarment decision. Failure to submit a written notice of appeal shall constitute consent to the debarment and the CEO/GENERAL MANAGER's decision shall be final as of the date on the notice.
E. If a written appeal is timely submitted, the CEO/GENERAL MANAGER shall provide written notice by certified mail, return receipt requested, of the date, time and place of the BOARD meeting at which the appeal of the contractor shall be considered and the date the contractor must submit written comments for submittal to the BOARD. The BOARD's debarment agenda package shall be sent to the contractor at least five (5) days before the meeting.
F. At the BOARD meeting in which the matter is scheduled to be heard, the BOARD may elect to receive and file the CEO/GENERAL MANAGER's decision, set the matter for hearing at a subsequent BOARD meeting, or hire an impartial hearing officer to conduct a hearing and prepare a written decision, including findings of fact.
G. Within thirty (30) days after the BOARD meeting, the CEO/GENERAL MANAGER shall provide written notification of the BOARD's action via certified mail, return receipt requested, to the appellant. If the BOARD receives and accepts the CEO/GENERAL MANAGER's decision, the debarment decision shall be final as of the date of the written notice described in this part.
H. If the BOARD elects to hold a hearing or to hire an impartial hearing officer to conduct a hearing, Santa Cruz METRO staff and the appellant may present evidence related to the appeal of the CEO/GENERAL MANAGER's decision at the hearing. At the beginning of the hearing, the BOARD Chair or hearing officer may announce time limits on testimony and any other procedural rules which, in their sole opinion, are reasonably necessary to preclude repetitious or irrelevant testimony. If either party arranges for the use of a court reporter to transcribe the hearing, the other party shall share the cost of transcribing the hearing if it requests a copy of the transcript.
I. If an impartial hearing officer conducts the hearing, the CEO/GENERAL MANAGER shall provide written notice by certified mail, return receipt requested, of the selected hearing officer, the date, time and place of the BOARD meeting at which the hearing officer's recommendation will be considered for adoption, and the date that the contract must provide written comments for submittal to the BOARD. A copy of the BOARD of Directors' debarment agenda package shall be sent to the contractor at least five (5) days before the meeting.

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J. In rendering its decision on the debarment, the BOARD may elect to receive and file the CEO/GENERAL MANAGER's decision, adopt the written recommendation and findings of fact prepared by the hearing officer, or adopt a separate decision. Santa Cruz METRO shall provide contractor with written notice of the BOARD's decision by certified mail, return receipt requested, within thirty (30) days after the BOARD meeting. All BOARD decisions are final as of the date on the written notice of the BOARD's action.

\section*{§ \(1.804 \quad\) CEO/General Manager's/Board of Directors' Decision}
A. Debarment shall be imposed by the CEO/GENERAL MANAGER or BOARD only when it finds, based on a preponderance of the evidence, that the contract committed one of the violations referenced in Section 1.702 and that debarment is in the best interest of the public and the protection of Santa Cruz METRO. The seriousness of the contractor's acts or omissions and any mitigating factors shall be considered in making any debarment decision.
B. Debarment constitutes debarment of all divisions or other organizational elements of the contractor, unless the debarment decision is limited by its terms to specific divisions, organizational elements or commodities.
C. In imposing debarment, the CEO/GENERAL MANAGER or BOARD shall specify the scope and term of the debarment. Debarment shall not exceed three (3) years, unless circumstances warrant a longer period.
D. In order to protect the interests of Santa Cruz METRO, the period of debarment may be extended, modified or suspended by the CEO/GENERAL MANAGER or BOARD after compliance with the procedures set forth in Section 1.803. Such actions may be initiated by Santa Cruz METRO or by the contractor after receipt of a written request, including documentation of the proposed modifications.

\section*{§ 1.805 Effect of Debarment on Submittal of Bids or Proposals}

If the CEO/GENERAL MANAGER or BOARD acts to debar a contractor, that contractor shall be precluded from submitting any bids or proposals for a PROCUREMENT as a prime contractor or subcontractor during the time of debarment, unless debarment is limited in scope and the contractor is authorized under the terms of the debarment to submit a bid or proposal for a particular CONTRACT.

A contractor that has been debarred or suspended by the federal government or the state shall be prohibited from submitting any bids or proposals for a federally-funded or State funded PROCUREMENT during the period of debarment or suspension.

If Santa Cruz METRO receives an unauthorized bid or proposal from a contractor debarred by Santa Cruz METRO and/or the federal or state governments, the bid or proposal shall be returned and such

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bid or proposal shall not be evaluated or considered in determining the lowest responsive and responsible bidder or the highest ranked proposer.

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VERBAL PRESENTATION
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\section*{CEO ORAL REPORT}

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BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITANTRANSIT DISTRICT
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\[
\begin{aligned}
& \text { Resolution No. } \\
& \text { On the Motion of Director: } \\
& \text { Duly Seconded by Director: } \\
& \text { The Following Resolution is Adopted: }
\end{aligned}
\]

\begin{abstract}
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) APPROVING A COMPENSATION ADJUSTMENT FORTHE CHIEF EXECUTIVE OFFICE (CEO)/GENERAL MANAGER , EFFECTIVE APRIL 25, 2023, AND CORRESPONDING FIRST AMENDMENT TO THE CEO/GENERAL MANAGER'S EMPLOYMENT AGREEMENT, AND APPROVING THE CEOIGENERAL MANAGER SALARY SCHEDULE, EFFECTIVE APRIL 25, 2023
\end{abstract}

WHEREAS, by Resolution No. 22-03--07, the Santa Cruz Metropolitan Transit District's (METRO) Board of Directors appointed Michael Tree as METRO's new CEO/General Manager and approved the execution of an Employment Agreement with him that was dated March 25, 2022; and

WHEREAS, the Employment Agreement calls for an annual performance evaluation and salary review around the anniversary date (April 25) of the CEO/General Manager's employment; and

WHEREAS, the METRO Board commenced this annual review in April 2023 and completed the review on June 23, 2023; and

WHEREAS, at the regular Board meeting on June 23, 2023, and in accordance with the terms of the Mr. Tree's Employment Agreement, the Board proposed a \(5 \%\) increase to the base salary of the CEO/General Manager, commencing as of April 25, 2023, and proposed an increase if the CEO/General Manager's monthly car allowance.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Santa Cruz Metropolitan Transit District hereby approves a \(5 \%\) increase in the salary of the CEO/General Manager bringing his total base salary to \(\$ 267,750\), effective April 25,2023 ; and

BE IT FURTHER RESOLVED that the Board hereby approves increasing the CEO/General Manager's monthly car allowance to \(\$ 800\); and

BE IT FURTHER RESOLVED that the Board approves the First Amendment to the CEO/General Manager's Employment Agreement that reflects the aforementioned increased salary level and car allowance, and approves the updated CEO/General Manager Salary Schedule, effective April 25, 2023; and

BE IT FURTHER RESOLVED that the Board of Directors of the Santa Cruz Metropolitan Transit District authorizes the Board Chair to execute on behalf of METRO the First Amendment to the CEO/General Manager's Employment Agreement with Michael Tree, in a form approved by Legal Counsel; and

BE IT FURTHER RESOLVED that the Board Chair is authorized to take any other actions necessary to give effect to this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District this 23 \({ }^{\text {rd }}\) Day of June 2023 by the following vote:
\begin{tabular}{ll} 
AYES: & Directors - \\
NOES: & Directors - \\
ABSTAIN: & Directors - \\
ABSENT: & Directors -
\end{tabular}

\section*{APPROVED}

Shebreh Kalantari-Johnson, Board Chair

\section*{APPROVED AS TO FORM:}

\section*{FIRST AMENDMENT TO EMPLOYMENT AGREEMENT}

This First Amendment to the Employment Agreement made and entered into on June 23, 2023 by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "Santa Cruz METRO)" and Michael Tree (hereinafter referred to as "Employee").

\section*{I. RECITALS}
1.1 Santa Cruz METRO and Employee entered into an Employment Agreement ("Agreement") on March 25, 2022.
1.2 The Agreement provides that Employee will receive a 5\% performance pay increase on the Anniversary Date of his employment upon a showing of satisfactory performance.
1.3 The Board of Directors has concluded Employee's performance evaluation process, and the parties now desire to amend the Agreement to increase the compensation of Employee in conformance with the Agreement's terms relating to Employee's annual performance evaluation and increase the Employee's car monthly allowance.

Therefore, Santa Cruz METRO and Employee amend the Agreement as follows:

\section*{II. COMPENSATION}
2.1 Section 3 - Compensation of the Agreement is amended by adding the following paragraph to the end of Subsection a:
"Pursuant to the First Amendment of this Agreement, commencing April 25, 2023 ("Anniversary Date"), Employee will be paid a gross salary at the rate of Twenty-Two Thousand Three Hundred Twelve Dollars and Fifty Cents \((\$ 22,312.50)\) per month."
2.2 Section 3 - Compensation of the Agreement is amended by deleting Subsection d and replacing it with the following:
"Employee will use his own personal car for Santa Cruz METRO business. The parties recognize that a significant component of the performance of Employee's job duties involves travel, excluding regular commute travel, to events and meetings away from Santa Cruz METRO premises. Accordingly, Santa Cruz METRO will pay Employee a car allowance of Eight Hundred Dollars and No Cents (\$800.00) per month to cover all automobile costs, including insurance, repairs and fuel. The car allowance will be treated as taxable compensation for purposes of employment tax, but will not be treated as pensionable compensation under the PERL."

\section*{III. REM AINING TERMS AND CONDITIONS}
3.1 All other provisions of the Agreement that are not affected by this Amendment shall remain unchanged and in full force and effect for the remainder of the term of the Agreement.

IN WITNESS WHEREOF the undersigned have executed this First Amendment to the Agreement dated this 23rd day of June, 2023 at Santa Cruz, California.

Employee

Michael Tree

Approved as to form:

Julie A. Sherman, District General Counsel

Santa Cruz Metropolitan Transit District

Chair, Board of Directors
 Effective 04/25/23 (FY23) / Adopted by the Board as of June 23, 2023
\(\stackrel{⿻}{i}\)
CEO/General Manager

Hourly Rate```


[^0]:    SANTA CRUZ STAFFING，LLC
    SELF INSURED SERVICES COMPANY
    SLINGSHOT CONNECTIONS LLC
    

[^1]:    $\begin{array}{ll}\text { CHECK } & \text { CHECK } \\ \text { NUMBER } & \text { DATE }\end{array}$

[^2]:    
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    岂战 GRANADOS－BOYCE，MARIA GRANADAN，BRUCE
    GROBMAN
    GRSJEAN，DDOUGLAS HALL，SHIRLEY嵳 은 HERSHEY，ANDREA
    HETH，KATHRYN荘
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