# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA REGULAR MEETING OCTOBER 28, 2016 - 8:30 AM <br> CAPITOLA CITY COUNCIL CHAMBERS 420 CAPITOLA AVENUE CAPITOLA, CA 95010 

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

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

TITLE 6 - INTERPRETATION SERVICES / TÍTULO 6 - SERVICIOS DE TRADUCCIÓN
Spanish language interpretation and Spanish language copies of the agenda packet are available on an as-needed basis. Please make advance arrangements with the Executive Assistant at 831-426-6080. Interpretación en español y traducciones en español del paquete de la agenda están disponibles sobre una base como-necesaria. Por favor, hacer arreglos por adelantado con Coordinador de Servicios Administrativos al numero 831-426-6080.

## AMERICANS WITH DISABILITIES ACT

The Board of Directors meets in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, or to access the
agenda and the agenda packet (including a Spanish language copy of the agenda packet), should contact the Executive Assistant, at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting Santa Cruz METRO regarding special requirements to participate in the Board meeting. For information regarding this agenda or interpretation services, please call Santa Cruz METRO at 831-426-6080.

## SECTION I: OPEN SESSION

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

## 1 CALL TO ORDER

2 ROLL CALL

## 3 ANNOUNCEMENTS

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

## 4 BOARD OF DIRECTORS COMMENTS

## 5 COMMUNICATIONS TO THE BOARD OF DIRECTORS

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

6 WRITTEN COMMUNICATIONS FROM MAC (if applicable)
7 LABOR ORGANIZATION COMMUNICATIONS
8 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

## CONSENT AGENDA

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

9-01 APPROVE: RECOMMENDED ACTION ON TORT CLAIMS
Leslyn K. Syren, District Counsel
9-02 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF SEPTEMBER 2016
Angela Aitken, Finance Manager
9-03 ACCEPT AND FILE: MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF SEPTEMBER 23, 2016
Alex Clifford, CEO/General Manager
9-04 ACCEPT AND FILE: MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS CAPITAL PROJECTS STANDING COMMITTEE MEETING OF SEPTEMBER 20, 2016
Alex Clifford, CEO/General Manager
9-05 ACCEPT AND FILE: MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS PERSONNEL/HUMAN RESOURCES STANDING COMMITTEE MEETING OF SEPTEMBER 21, 2016
Alex Clifford, CEO/General Manager
9-06 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A $2^{\text {ND }}$ LEASE AMENDMENT WITH WAVE CREST DEVELOPMENT FOR SOIL REMEDIATION, INCREASING THE CONTRACT TOTAL BY \$75,203
Erron Alvey, Purchasing Manager
9-07 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A $2^{N D}$ AMENDMENT EXTENDING THE CONTRACT WITH COASTAL LANDSCAPING, INC. FOR LANDSCAPING MAINTENANCE AND SERVICES, INCREASING THE CONTRACT TOTAL BY \$40,000
Al Pierce, Maintenance Manager
9-08 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO ALANIZ CONSTRUCTION, INC. FOR RESEALING AND RESTRIPING PARKING LOTS, NOT TO EXCEED \$55,000
Al Pierce, Maintenance Manager
9-09 ACCEPT AND FILE: RATIFY THE SEVENTH AMENDMENT FOR A ONEYEAR EXTENSION OF THE MEMORANDUM OF UNDERSTANDING FOR THE HIGHWAY 17 CONSOLIDATED TRANSIT SERVICE
Angela Aitken, Finance Manager

9-10 APPROVE: CONSIDERATION OF A CONTRACT AMENDMENT WITH THE LAW FIRM OF HANSON BRIDGETT IN AN AMOUNT NOT TO EXCEED \$150,000
Alex Clifford, CEO/General Manager
9-11 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A COOPERATIVE AGREEMENT FOR TRANSPORTATION COORDINATOR SERVICES WITH CABRILLO COLLEGE
Barrow Emerson, Planning and Development Manager
REGULAR AGENDA

10 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS FOR EFRAIN HERNANDEZ, MARIA P. HERNANDEZ AND ROBYN SLATER Chair Mike Rotkin

11 ORAL STATE LEGISLATIVE UPDATE
Josh Shaw, Shaw Yoder and Antwih
12 ORAL FEDERAL LEGISLATIVE UPDATE Chris Giglio, Capital Edge

13 ACCEPT: ORAL COA UPDATE
Barrow Emerson, Planning and Development Manager
14 APPROVE: BUS STOP SIGNAGE BRANDING REDESIGN WITH UNIQUE 4DIGIT STOP ID
Harlan Glatt, Sr. Database Administrator
15 APPROVE: APPROVAL OF REVISED CLASS SPECIFICATIONS AND RETROACTIVE WAGE SCALES FOR POSITIONS WITHIN THE FINANCE, FLEET AND OPERATIONS DEPARTMENTS
Robyn D. Slater, Human Resources Manager
16 APPROVE: RECLASSIFICATION OF ADMINISTRATIVE ASSISTANT WITHIN THE PURCHASING DEPARTMENT TO ADMINISTRATIVE SPECIALIST
Robyn D. Slater, Human Resources Manager
17 APPROVE: REQUEST TO ISSUE A FORMAL REQUEST FOR PROPOSALS FOR CONTRACTED LEGAL SERVICES FOR GENERAL COUNSEL AND OTHER LEGAL SUPPORT SERVICES
Mike Rotkin, Legal Services Board Ad Hoc Committee Chair
18 CONSIDERATION OF A RESOLUTION TO ESTABLISH THE BOARD OF DIRECTORS' MEETING SCHEDULE AND LOCATIONS FOR 2017
Alex Clifford, CEO/General Manager

## 19 CEO ORAL REPORT

Alex Clifford, CEO/General Manager
20 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
Leslyn K. Syren, General Counsel
21 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, NOVEMBER 18, 2016 AT 8:30AM, WATSONVILLE CITY COUNCIL CHAMBERS, 275 MAIN STREET, WATSONVILLE, CA
Chair Mike Rotkin
22 RECESS TO CLOSED SESSION
SECTION II: CLOSED SESSION
23 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION (Government Code Section 54956.9(b) - 1 case

## SECTION III: RECONVENE TO OPEN SESSION

24 REPORT OF CLOSED SESSION ITEMS
Leslyn K. Syren, General Counsel

## 25 ADJOURNMENT <br> Chair Mike Rotkin

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day. The agenda packet and materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at $w w w . s c m t d . c o m ~ s u b j e c t ~ t o ~ s t a f f ' s ~ a b i l i t y ~ t o ~ p o s t ~ t h e ~ d o c u m e n t ~ b e f o r e ~ t h e ~ m e e t i n g . ~$

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DATE: October 28, 2016
TO: Board of Directors


FROM: Leslyn K. Syren, District Counsel
SUBJECT: RECOMMENDED ACTION ON TORT CLAIMS

## I. RECOMMENDED ACTION

That the Board of Directors Approve Staff Recommendations for Claims for the Month of October 2016
II. SUMMARY

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

## III. DISCUSSION/BACKGROUND

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

## IV. FINANCIAL CONSIDERATIONSIIMPACT

None

## V. ALTERNATIVES CONSIDERED

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

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


## VI. DESCRIPTION OF CLAIM

| Claimant | Claim \# | Description | Recommended <br> Action |
| :---: | :---: | :--- | :---: |
| Pelz, Suzanne | $16-0014$ | Bus and claimant's car <br> make contact while driving <br> through intersection | Reject |

Prepared By: Tom Szestowicki, Safety Specialist

Board of Directors October 28, 2016
Page 3 of 3

## VII. APPROVALS:

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

Alex Clifford, CEO/General Manager


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DATE: October 28, 2016
TO: Board of Directors
FROM: Angela Aitken, Finance Manager

## SUBJECT: ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF SEPTEMBER 2016

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the preliminary approved Check Journal Detail for the month of September 2016.

## II. SUMMARY

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


## III. DISCUSSION/BACKGROUND

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

All invoices submitted for the month of September 2016 have been processed, checks issued and signed by the Finance Manager.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

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

## V. ALTERNATIVES CONSIDERED

N/A

## VI. ATTACHMENTS

Attachment A: Check Journal Detail for the Month of September 2016

Prepared By: Holly Riley, Senior Accounting Technician

## VII. APPROVALS:



Alex Clifford, CEO/General Manager


## Attachment A

DATE 09/30/16 15:39


| 73705 | SMC DOOR HANDLE |
| :---: | :---: |
| 73664 | INVENTORY ORDER |
| 73713 | INVENTORY ORDER |
| 73638 | BACKFLOW 1200 RIVER |
| 73673 | SEPT 16 SERVICE |
| 73746 | LG FORMAT SCANNING |
| 73706 | INVENTORY ORDER |
| 73695 | 9/1-9/1/17 INSURANCE |
| 73678 | FARE BOX DECALS |
| 73679 | DECALS |
| 73662 | RPR VEH \#2311 |
| 73651 | AUG 16 MAINTENANCE |
| 73731 | AUG 16 LANDSCAPING |
| 73661 | RPR VEH \#1106 PC |
| 73721 | RPR VEH \#1106 PC |
| 73642 | ARBITRATION 8/10/16 |
| 73740 | 9/22 CHAPTER MEETING |
| 73741 | 9/22 CHAPTER MEETING |
| 73639 | INVENTORY ORDER |
| 73653 | INVENTORY ORDER |
| 73690 | INVENTORY ORDER |
| 73691 | INVENTORY ORDER |
| 73748 | WELLNESS FAIR REIMB |
| 73647 | TIRES |
| 73648 | TIRES |
| 73654 | TIRES |
| 73655 | TIRES |
| 73734 | TEMP W/E 8/14/16 |
| 73749 | FY17 SUBSCRIPTION |
| 73696 | FREIGHT |
| 73659 | 8/1-8/15 FUEL PC |
| 73703 | PROPANE |
| 73688 | RPR BIKE RACK |
| 73656 | INVENTORY ORDER |
| 73728 | NON INVENTORY PARTS |
| 73729 | NON INVENTORY PARTS |
| 73730 | INVENTORY ORDER |
| 73684 | TRAVEL REIMBURSEMENT |
| 73620 | SC 07-14-17 |
| 73742 | AUG 16 RENT |
| 73743 | SEPT 16 RENT |
| 73707 | INVENTORY ORDER |
| 73708 | RPR VEH \#2603 PC |
| 73709 | RPR VEH \#710 |
| 73710 | INVENTORY ORDER |
| 73711 | INVENTORY ORDER |

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56960 09/05/16

| 56960 | $09 / 05 / 16$ | 207.71002941 |
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| 56961 | $09 / 05 / 16$ | 561.62 |


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EXPRESS SERVICES INC. FEDERAL EXPRESS GARY RICHARD SNYDER
GILLIG LLC
GRAINGER


KELLEY'S SERVICE INC.



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56976 09/05/16



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$5698509 / 05 / 16$
56987 09/05/16

## Attachment A

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

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## Attachment A

DATE 09/30/16 15:39

| SANTA CRUZ METROPOLITAN TRANSIT DISTRICT | PAGE |
| :--- | :--- |
| CHECK JOURNAL DETAIL BY CHECK NUMBER | 3 |
| ALL CHECKS FOR ACCOUNTS PAYABLE |  |

DATE: 09/01/16 THRU 09/30/16

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| 57002 | 09/05/16 | 421.98 | 788 | SCMTD PETTY CASH - FINANCE |
| :---: | :---: | :---: | :---: | :---: |
| 57003 | 09/05/16 | 513.36 | 957 | SECURITY SHORING \& STEEL PLT |
| 57004 | 09/05/16 | 288.91 | E967 | SILVA, SUZANNE |
| 57005 | 09/05/16 | 3,834.52 | 003292 | SLINGSHOT CONNECTIONS LLP |
| 57006 | 09/05/16 | 357.23 | 001976 | SPORTWORKS NORTHWEST, INC. |
| 57007 | 09/05/16 | 97.94 | 104 | STATE STEEL COMPANY |
| 57008 | 09/05/16 | 302.25 | 003297 | TANK TOWN MEDIA LLC |
| 57009 | 09/05/16 | 3,561.22 | 003285 | TRANSIT HOLDINGS INC |
| 57010 | 09/05/16 | 22.08 | 003268 | TWO GO LLC DBA MONTEREY BAY |
| 57011 | 09/05/16 | 231.42 | 003152 | UNIFIRST CORPORATION |
| 57012 | 09/05/16 | 40.42 | 007 | UNITED PARCEL SERVICE |
| 57013 | 09/05/16 | 453.58 | 002829 | VALLEY POWER SYSTEMS, INC. |
| 57014 | 09/05/16 | 300.00 | 001165 | VU, THANH DR. MD |
| 57015 | 09/05/16 | 220.00 | 003299 | WENDY SIGMUND |
| 57016 | 09/05/16 | 3,832.65 | 001506 | WESTERN STATES OIL CO. |
| 57017 | 09/05/16 | 326.37 | 002291 | WINCHESTER AUTO |
| 57018 | 09/05/16 | 358.00 | 915 | WORKIN.COM, INC. |
| 57019 | 09/05/16 | 2,073.01 | T294 | YANCY, TERRY |
| 57020 | 09/05/16 | 5,000.00 | 003289 | YELLOW BUS LLC |
| 57021 | 09/12/16 | 6.25 | 003151 | ABC BUS INC AITKEN, ANGELA |
| 57022 | 09/12/16 | 139.03 | E437 | AITKEN, ANGELA |
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| $\begin{aligned} & 109.98 \\ & 983.70 \end{aligned}$ | $\begin{aligned} & 002721 \\ & 004 \end{aligned}$ | NEXTEL COMMUNICATIONS/SPRINT NORTH BAY FORD LINC-MERCURY |
| :---: | :---: | :---: |
| 1,904.61 | 003115 | OFFICE TEAM |
| 2,756.67 | 009 | PACIFIC GAS \& ELECTRIC |
| 62.71 | 043 | PALACE ART \& OFFICE SUPPLY |
| 377.50 | 481 | PIED PIPER EXTERMINATORS, INC. |
| 360.00 | 187 | POLAR RADIATOR SERVICE INC |
| 128.88 | E969 | PYE, GINA |
| 118.73 | 003266 | REFLECTIVE APPAREL FACTORY INC |
| 335.80 | 107A | SAN LORENZO LUMBER \& HOME CTR |
| 4.14 | 002459 | SCOTTS VALLEY WATER DISTRICT |
| 2,406.03 | 003292 | SLINGSHOT CONNECTIONS LLP |
| 1,131.50 | 001075 | SOQUEL III ASSOCIATES |
| 447.47 | 002199 | TACONY CORPORATION |
| 3,427.25 | 003285 | TRANSIT HOLDINGS INC |
| 365.85 | 003152 | UNIFIRST CORPORATION |
| 33.87 | 007 | UNITED PARCEL SERVICE |
| 1,871.38 | 002829 | VALLEY POWER SYSTEMS, INC. |
| 701.44 | 003294 | VARIDESK LLC |
| 40.46 | 003151 | ABC BUS INC |


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## Attachment A

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| 73856 | RPR VEH \＃1105 PC |
| :--- | :--- |
| 73955 | RPR BUS WASHER |
| 73882 | 7／19－8／18 CALNET3 |
| 73947 | 7／19－8／18 ELEV OPS |
| 73942 | SC 10－15－31 |
| 73938 | SEPT 16 TPA FEES |
| 73900 | BATTERIES |
| 73881 | CARPET CLEAN 8／20／16 |
| 73908 | AUDIT FY16 |
| 73901 | SEPT16 LEGISLATE SVC |
| 73868 | BUS ROUTE DECALS |
| 73914 | VINYL DECALS |
| 73915 | VINYL BUS DECALS |
| 73874 | LNG 8／19／16 |
| 73875 | LNG 8／1716 |
| 73876 | LNG 8／15／16 |
| 73889 | LNG 8／10／16 |
| 73949 | LNG 8／1／16 |
| 73950 | LNG 8／5／16 |
| 73951 | LNG 8／8／16 |
| 73952 | LNG 8／12／16 |
| 73911 | 8／26 BOD MEETING |
| 73851 | INVENTORY ORDER |
| 73963 | RPR VEH \＃2406 PC |
| 73890 | RPR VEH \＃1005 |
| 73906 | INVENTORY ORDER |
| 73936 | FINGERPRINTING |
| 1606800 | AOVE |

CLEAN ENERGY
 EPICOR SOFTWARE CORP EWING IRRIGATION PRODUCTS
EXPRESS SERVICES INC． GENFARE A DIV OF SPX CORP
GOVDELIVERY，INC． 씅


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| 57081 | $09 / 19 / 16$ |
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| 73899 | INVENTORY ORDER |
| :--- | :--- |
| 73945 | SMOG TEST \#2403 PC |
| 73946 | SMOG TEST VEH \#501 |
| 73854 | OFFICE SUPPLIES |
| 73855 | OFFICE SUPPLIES |
| 73931 | COA ROUTE CHANGE AD |
| 73892 | RPR GFI FAREBOX |
| 73917 | RPR VEH \#804 |
| 73893 | INVENTORY ORDER |
| 73943 | INVENTORY ORDER |
| 73944 | RPR VEH \#1306 |
| 73912 | WINDOW TINTING |
| 73883 | $* * * * * * *-* * *-5056$ |
| 73884 | $* * * *-* * * *-* * * *-6490$ |
| 73885 | $* * * *-* * * *-* * * *-0811$ |
| 73922 | MATS TOWELS |
| 73923 | LAUNDRY SERVICE |
| 73925 | MATS |
| 73926 | CUSTODIAL SUPPLIES |
| 73960 | LAUNDRY SERVICE |
| 73853 | FREIGHT |
| 73895 | INVENTORY ORDER |
| 73896 | CORE CREDIT |
| 73930 | INVENTORY ORDER |
| 73848 | SEPT 16 VISION |
| 73863 | DMV EXAM |
| 73846 | OCT 16 COBRA |
| 74045 | 7/13-8/11 PARACRUZ |

TRAVEL REIMBURSEMENT
TRAVEL REIMBURSEMENT TRAVEL REIMBURSEMENT
INVENTORY ORDER SC 04-16-13 GENERATOR MASTER PLA
RPR VEH \#2220 INVENTORY ORDER
AUG 16 1200B SERVICE
 LANDFILL PARKNRIDE
$8 / 8-9 / 12$ WATER WTC



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| 57119 | $09 / 19 / 16$ |
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## Attachment A

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CUMMINS PACIFIC LLP
DAVILA, ANA MARIA
EAST BAY TIRE CO.
EWING IRRIGATION PRODUCTS
EXPRESS SERVICES INC.
FIRST ALARM
FLYERS ENERGY LLC
FOLGER GRAPHICS
FRONTIER COMMUNICATIONS CORP
GENFARE A DIV OF SPX CORP
GILLIG LLC
GOUVEIA, ROBERT
GRAINGER

GREENWASTE RECOVERY, INC.
HOSE SHOP, THE INC,
KEISH ENVIRONMENTAL PC CORP
KELLEY'S SERVICE INC.

KIMBALL MIDWEST
KINKO'S INC
LABOR READY, INC.
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KELLEY'S SERVICE INC.


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MGP XI REIT LLC
MID VALLEY SUPPLY INC. OFFICE TEAM 57150 09/26/16 $5715109 / 26 / 16$
$5715209 / 26 / 16$ 57153 09/26/16 57153 09/26/16 09/26/16 57157 09/26/16
57158 09/26/16


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## Attachment A

DATE：09／01／16 THRU 09／30／16

| VENDOR | VENDOR TRANS．TRANSACTION |
| :--- | :--- |
| NAME | TYPE NUMBER |



| 74091 | 7／28－8／28 1200ARIVER |
| :--- | :--- |
| 73994 | OFFICE SUPPLIES |
| 74023 | OFFICE SUPPLIES |
| 74069 | OFFICE SUPPLIES |
| 74072 | OFFICE SUPPLIES |
| 74061 | OCT 16 RETIREE SUPP |
| 74001 | SC 07－16－07 |
| 74009 | 10／1－12／31 RENT C／S |
| 74006 | SC 03－15－10 |
| 74031 | SEPT 16 ELEV MAINT |
| 74094 | BALLASTS |
| 74062 | OCT 16 RETIREE SUPP |
| 74063 | OCT 16 RETIREE SUPP |
| 74037 | INVENTORY ORDER |
| 74052 | 9／1－9／15 W／C REPLENI |
| 74078 | 8／6－9／6 1200A RIVER |
| 74079 | 8／6－9／6 1200RIV IRRI |
| 74080 | 8／6－9／6 GOLFCLUB IRR |
| 74081 | 8／6－9／6 PACIFIC |
| 74082 | 8／6－9／6 PACIFIC |
| 74083 | 8／6－9／6 1200B RIVER |
| 74084 | 8／6－9／6 GOLF CLUB |
| 74085 | 8／6－9／6 VERNON |
| 74086 | 8／6－9／6 VERNON |
| 74087 | 8／6－9／6 MISSION BAY |
| 74093 | AUG 16 SHREDDING |
| 74055 | AUG 16 SERVICES |
| 74053 | TEMP W／E 9／11／16 |
| 74004 | OCT 16 RENT |
| 74012 | SMOG VEH \＃802 |
| 74013 | SMOG VEH \＃908 |
| 74014 | SMOG VEH \＃803 |
| 73998 | INVENTORY ORDER |
| 74100 | TRAVEL REIMBURSEMENT |
| 74015 | COA ROUTE CHANGE AD |
| 73999 | 8／5－9／4 SERVICES |
| 74000 | AUG 16 SERVICES |
| 73972 | INVENTORY ORDER |
| 73981 | RPR VEH \＃1208 |
| 73982 | INVENTORY ORDER |
| 73983 | INVENTORY ORDER |
| 73984 | INVENTORY ORDER |
| 73970 | MATS OPS |
| 73971 | CUSTODIAL SUPPLIES |
| 74020 | MATS TOWELS |
| 74021 | LAUNDRY SERVICES |
| 740 |  |

57176 09／26／16

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PALACE ART \＆OFFICE SUPPLY


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 57197 09／26／16
57198 09／26／16




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TRANSIT HOLDINGS INC

## Attachment A

DATE 09/30/16 15:39
DATE: 09/01/16 THRU 09/30/16

| CHECK | CHECK | CHECK VENDOR | VENDOR | VENDOR TRANS. | TRANSACTION |
| :--- | :--- | :--- | :--- | :--- | :--- |
| NUMBER | DATE | AMOUNT | NAME | TYPE NUMBER | DESCRIPTION |


| 57199 09/26/16 | 6,369.53 002829 | VALLEY POWER SYSTEMS, INC. |  |
| :---: | :---: | :---: | :---: |
| 57200 09/26/16 | 1,237.40 003260 | VANTAGE POINT CORP |  |
| 57201 09/26/16 | 1,133.42 434 | VERIZON WIRELESS | 0 |
| 57202 09/26/16 | 351.48001165 | VU, THANH DR. MD | 7 |
| 57203 09/26/16 | 1,140.00 676 | WEBER, HAYES \& ASSOCIATES INC |  |
| 57204 09/26/16 | 28.00003290 | WORKFORCEQA LLC |  |
| 57205 09/26/16 | 319.00915 | WORKIN.COM, INC. |  |
| 57206 09/26/16 | 50.91 M088 | YAGI, RANDY | 0 |
| TOTAL | 743,688.00 | ACCOUNTS PAYABLE |  |

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 OF DIRECTORS MEETING OF SEPTEMBER 23, 2016
## I. RECOMMENDED ACTION

That the Board of Directors Accept and File the Minutes for the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of September 23, 2016

## II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of September 23, 2016.
- Each meeting, staff will provide minutes from the previous METRO Board of Directors meeting.


## III. DISCUSSION/BACKGROUND

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

## IV. FINANCIAL CONSIDERATIONSIIMPACT

None

## V. ALTERNATIVES CONSIDERED

None

## VI. ATTACHMENTS

Attachment A: Draft minutes for the Board of Directors Meeting of September 23, 2016

Prepared by: Gina Pye, Executive Assistant

## VII. APPROVALS:

Alex Clifford, CEO/General Manager

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA MEETING MINUTES SEPTEMBER 23, 2016 - 8:30 AM SANTA CRUZ CITY CHAMBERS <br> 809 CENTER STREET <br> SANTA CRUZ, CA 950606

A regular meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, September 23, 2016 at the Santa Cruz City Chambers, 809 Center Street, Santa Cruz, CA.

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

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

## SECTION I: OPEN SESSION

## CALL TO ORDER at 8:38 AM by Chair Rotkin.

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

Director Ed Bottorff<br>Director Cynthia Chase<br>Director Jimmy Dutra, Vice Chair<br>Director Norm Hagen<br>Director Don Lane<br>Director John Leopold<br>Director Bruce McPherson<br>Director Mike Rotkin, Chair<br>Ex-Officio Director Donna Blitzer

City of Capitola
City of Santa Cruz
City of Watsonville
County of Santa Cruz
City of Santa Cruz
County of Santa Cruz
County of Santa Cruz
County of Santa Cruz
UC Santa Cruz

Directors Dene Bustichi, Zach Friend and Karina Cervantez were absent.
STAFF PRESENT:
Alex Clifford METRO CEO/General Manager
Leslyn K. Syren METRO District Counsel
METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE:

Heather Adamson, AMBAG
Angela Aitken, METRO
Joan Jeffries, SEIU
Debbie Kinslow, METRO

Susan Sanford, Self
Robyn Slater, METRO
Daniel Zaragoza, METRO

## 3 ANNOUNCEMENTS

Chair Rotkin introduced Carlos Landaverry and his Spanish Language Interpretation services. He then announced this meeting is being televised by Community Television of Santa Cruz County with technician, Alex Saidi.

## 4 BOARD OF DIRECTORS COMMENTS

Chair Rotkin expressed his concern about a citizen organization making comments regarding the upcoming Measure D. He appreciates their right to express their opinions; however, they do not represent METRO or the Board. He intends to submit an editorial stating the correct facts; Measure D will help transit and provide additional funding. Without it, METRO may have to make cuts.

Director Lane appreciated Chair Rotkin's comments and encouraged his editorial. The public needs to understand that METRO and our riders will be hurt without the funding this can provide.

Hearing no further comments, Chair Rotkin moved to the next agenda item.

## 5 COMMUNICATIONS TO THE BOARD OF DIRECTORS

Hearing none, Chair Rotkin moved to the next agenda item.

## 6 COMMUNICATIONS FROM MAC

Hearing none, Chair Rotkin moved to the next agenda item.

## 7 LABOR ORGANIZATION COMMUNICATIONS

Mr. Eduardo Montesino, representing the Bus Operators, advised the Board that they may be receiving letters from the public in response to the recent service cuts and changes. There is some confusion due to the span of time between the decision and the actual implementation of the changes.

Director McPherson thanked the Operators, management and the Board for their efforts to continue providing as much service as possible.

Vice Chair Dutra stated he'd received a couple of emails with issues; one expressed confusion as to how the process worked. For the most part, it had been a smooth transition.

## 8 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

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

- Item 13, Fiscal Year End Monthly Budget Status Reports For June 30, 2016; And Adoption Of The Preliminary Schedule Of Reserve Account Balances, Attachment D, Pages 5-7 Revised as Follows:

```
o Page 5: Added () Around Negative Number ($2,338k)
o Page 6 Changed Title From Revenue To 'Expenses'
o Page 7: Added () Around Negative Number ($168k)
```

- News clips of interest
- Headways latest edition: September 8 to December 14, 2016


## CONSENT AGENDA

9-01 ORAL REPORT REGARDING AUGUST 26, 2016 CLOSED SESSION (Moved to Regular Agenda in advance of Item 11, at Chair Rotkin's request.

9-02 APPROVE: RECOMMENDED ACTION ON TORT CLAIMS
9-03 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF AUGUST 2016

9-04 ACCEPT AND FILE: MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF AUGUST 26, 2016

9-05 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO A PLUS PAINTING FOR EXTERIOR PAINTING OF THE WATSONVILLE TRANSIT CENTER NOT TO EXCEED \$78,800

9-06 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A $7^{\text {TH }}$ AMENDMENT EXTENDING THE CONTRACT WITH AIRTEC SERVICE FOR HVAC MAINTENANCE SERVICES, INCREASING THE CONTRACT TOTAL BY \$35,000

9-07 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A $10^{\text {th }}$ AMENDMENT TO THE CONTRACT WITH RNL DESIGN, INC. FOR ARCHITECT AND ENGINEERING SERVICES, EXTENDING THE CONTRACT TERM, INCREASING THE CONTRACT TOTAL BY \$100,000

9-08 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A $6^{\text {th }}$ AMENDMENT TO THE CONTRACT WITH HILL INTERNATIONAL, INC., FOR PROJECT MANAGEMENT CONSULTANT SERVICES, INCREASING THE CONTRACT TOTAL BY \$198,000

9-09 APPROVE: CONSIDERATION OF DECLARING ONE (1) 2002 NEW FLYER BUS AND ONE (1) LOT OF NEW FLYER PARTS FROM THE 2002 NEW FLYER BUS PURCHASE (SR804) AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION

9-10 APPROVE: CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR MOBILE CASH VAULT PICK UP AND DELIVERY SERVICES AND COIN AND CURRENCY PROCESSING SERVICES

9-11 APPROVE: CONSIDERATION OF A CONTRACT AMENDMENT WITH THE LAW FIRM OF HOWIE \& SMITH LLP, IN AN AMOUNT NOT TO EXCEED \$50,000

9-12 REVISED METROBASE PHASE II (OPERATIONS BUILDING) LIFE OF PROJECT BUDGET AND CAPITAL RESOURCE ALLOCATION PLAN

ACTION: MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED, AND MOVING ITEM 9-01 IN ADVANCE OF REGULAR AGENDA ITEM 11.

MOTION: DIRECTOR LANE SECOND: DIRECTOR BOTTORFF
MOTION PASSED WITH 7 AYES (Directors Bottorff, Chase, Dutra, Lane, Leopold, McPherson and Rotkin.) Directors Bustichi, Cervantez, Friend and Hagen were not present.

## REGULAR AGENDA

9-01 ORAL REPORT REGARDING AUGUST 26, 2016 CLOSED SESSION (Moved to Regular Agenda in advance of Item 11, at Chair Rotkin's request.
District Counsel Syren announced the oral report consisted of her retirement which would be effective at the end of December, 2016.
Chair Rotkin and Director Leopold congratulated her and thanked her for her service to METRO.

10 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS FOR DONALD ATWELL, JOHN GOSE, MICHAEL MULLIS, JOSE NANEZ, MANUEL NIETO, JEFFREY ZENKER
Chair Rotkin thanked Donald Atwell, Bus Operator, for his 15 years of service with METRO. Mr. Atwell thanked the Board, saying he enjoys driving and plans to retire in five years.
Chair Rotkin recognized the following retirees in their absence, noting all employees are important:

- John Gose, Bus Operator, 15 years of service with METRO
- Michael Mullis, Bus Operator, 10 years of service with METRO
- Jose Nanez, Bus Operator, 15 years of service with METRO
- Manuel Nieto, Bus Operator, 15 years of service with METRO
- Jeffrey Zenker, Bus Operator, 15 years of service with METRO

11 RESOLUTION OF APPRECIATION, RETIREES: MIGUEL ESCARCEGA, ALICIA HERNANDEZ, CAROL NIETO, MANUEL NIETO, BRUCE RHODES, SENAIDA RODRIGUEZ, DOMINGO TOVAR, AURORA TRINIDAD \& CHERI TUTTLE CALLIS Chair Mike Rotkin recognized the following retirees in their absence:

- Miguel Escarcega, Vehicle Service Worker II, 16 years of service with METRO
- Alicia Hernandez, Van Operator, 11 years of service with METRO
- Carol Nieto, Van Operator, 9 years of service with METRO
- Manuel Nieto, Bus Operator, 15 years of service with METRO
- Bruce Rhodes, Fleet Maintenance Supervisor, 15 years of service with METRO
- Senaida Rodriguez, Administrative Assistant/Supervisor, 10 years of service with METRO
- Domingo Tovar, Bus Operator, 20 years of service with METRO
- Aurora Trinidad, Van Operator, 11 years of service with METRO
- Cheri Tuttle Callis, Sr. IT Technician, 11 years of service with METRO


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

MOTION: DIRECTOR LEOPOLD
SECOND: DIRECTOR McPHERSON
MOTION PASSED WITH 7 AYES (Directors Bottorff, Chase, Dutra, Lane, Leopold, McPherson and Rotkin.) Directors Bustichi, Cervantez, Friend and Hagen were not present.

## 12 ORAL REPORT / UPDATE REGARDING PEPRA 13(c)

Leslyn Syren, General Counsel, provided an oral update of the recent activity regarding the Public Employees Pension Reform Act (PEPRA), its legislative judgments and the effect to METRO's "gap" employees. Copies of the rulings are available if desired.
Assemblymember Stone's bill which would have clarified the issue for all public agencies and administrators is now 'dead in the water'. In fact, we are still several months, if not years, away from a final decision.

Chair Rotkin asked if speaking with Federal departments would be an option and/or helpful in any way. Ms. Syren responded that she believes, from talking with SACRT (Sacramento Regional Transit) counsel, it is unlikely there'd be a lot of cooperation from the Department of Labor (DOL).
Chair Rotkin inquired as to the status and possible affect on METRO's funding. Ms. Syren answered we have had a number of grant applications before the FTA which have gone to the DOL and been certified; no affect felt on any of our applications.
Public comments:
Eduardo Montesino thanked Ms. Syren for the update. He stated the impact to the "gap employees" is tremendous as they signed on for a defined benefit and now they need to work longer in order to get an equitable benefit.
Director Leopold said he would support the filing of a brief if it would be helpful. District Counsel Syren said we are not yet at this point; but, when it's available, we will return to court.

## 13 ACCEPT AND FILE: FISCAL YEAR END MONTHLY BUDGET STATUS REPORTS FOR JUNE 30, 2016; AND ADOPTION OF THE PRELIMINARY SCHEDULE OF RESERVE ACCOUNT BALANCES

Angela Aitken, Finance Manager, provided commentary to the presentation noting fewer reserves were used than originally anticipated.

Director McPherson asked what percentage is made up of UCSC students. Mr. Barrow Emerson, Planning and Development Manager, answered that UCSC makes up 55\% of METRO's ridership.

Director McPherson said the majority of our ridership doesn't understand that passenger fares make up a small portion of our revenue. Ms. Aitken added that's correct. As of June, approximately $23 \%$ of METRO's revenue comes from passenger fares and $35-40 \%$ from sales tax revenues. As a public agency, we do not pay for services solely with passenger fares; we are subsidized by state and federal governments and sales tax revenues of approximately 35$40 \%$. All of which is required to make the system work.
Chair Rotkin added that METRO's $23 \%$ is actually higher than the national average.
Ms. Aitken thanked the great team of METRO employees and Board members for their contributions in balancing the budget.

Director Leopold appreciated the work and sacrifice by all employees. He reminded the assembly that had the State not changed their methodology, we would have received an additional $\$ 1 \mathrm{M}$ funding. It will be easier to achieve our financial goals if we can pass Measure D.

## 14 ORAL COA UPDATE

Barrow Emerson, Planning and Development Manager, reported that there have not been many negative comments; most have been about missed connections. When it was all said and done, there was an $11 \%$ system cut in routes. We will continue refining the timings over the next few months. Changes in Winter Bid decisions must be made by October 21; we do not anticipate any significant changes. A comprehensive report on bus stops will be provided in November.

Chair Rotkin noted that technology would be helpful in obtaining real time data, etc. but can be expensive. CEO Clifford agreed. He added that we are excited about adding technology to our system and moving away from anecdotal data. Our IT Manager has been investigating options and slowly building a scope of work in the range of $\$ 2-\$ 5 \mathrm{M}$, dependent upon which
product we identify and purchase. This is a challenge when we need to replace 70 buses at a cost of \$38M.

Public comments:
Susan Sanford congratulated METRO on implementing only $11 \%$ in service cuts. She requested a re-examination of Route 79/72 bus coordination around Tuttle and East Lake which services a large senior community. (Mr. Emerson noted her concern and will investigate.) She would also like to see the fares lowered.
Chair Rotkin thanked her for the tone of her comments, saying this is a great way to raise concerns.

Director Leopold stated METRO wants to continue working to improve the system; he appreciates that we are working to improve connections.
Mr. Montesino agreed that we continue to work the issues. They have been minimal but some have missed connections.

Chair Rotkin asked Mr. Larry Paegler what he had observed at UCSC. Mr. Paegler responded it is difficult to say with only 3 days of input; it is too early to tell how the system is working. Additionally, UCSC made a change to their class schedule for the first time in 30+ years; adding one class/two days a week to their schedule. With over 9100 residents this year, even a few minutes' adjustments can make a difference.

## Director Hagen arrived at 9:40AM

Director Bottorff thanked CEO Clifford for his leadership, staff for their contributions, the unions and its members, UCSC and our new partner, Cabrillo College, for getting METRO to this point.

## 15 APPROVE: CREATION OF A LEGAL SERVICES BOARD AD HOC COMMITTEE AND EXTENSION OF CONTRACTED GENERAL LEGAL SERVICES

Chair Rotkin introduced this topic saying it had been added to the agenda at his request. As District Counsel Syren reduces her workload, the Board need to determine how best to proceed. The Ad Hoc Committee will be an Advisory Committee only; it will provide recommendations to the Board, not make decisions. He recommended Directors Bottorff, Leopold and himself as members of the Ad Hoc Committee.

Director Leopold reminded the assembly that this procedure is similar to that utilized when District Counsel Syren was recruited.

Alex Clifford, CEO/General Manager, supported Chair Rotkin's comments and added that, if approved, the Committee meeting will be held directly following today's Board meeting.

District Counsel Syren thanked the Board and the opportunity this position has afforded her. She fully supports the extension of the Hanson Bridgett contract as no other firm has their transit experience and believes it is in METRO's best interests to utilize them in the interim.

Chair Rotkin emphasized that there is no automatic assumption that Hanson Bridgett would take over; options include their reply to the RFP we may decide to issue.

Public comments:
Eduardo Montesino supported the process, saying recruitment is critical.

# ACTION: MOTION TO APPROVE THE CREATION OF A LEGAL SERVICES BOARD AD HOC COMMITTEE AND EXTENSION OF CONTRACTED GENERAL LEGAL SERVICES AS PRESENTED 

MOTION: DIRECTOR HAGEN SECOND: DIRECTOR LANE
MOTION PASSED WITH 8 AYES (Directors Bottorff, Chase, Dutra, Hagen, Lane, Leopold, McPherson and Rotkin.) Directors Bustichi, Cervantez and Friend were not present.

## 16 CEO TO GIVE ORAL REPORT

Alex Clifford, CEO/General Manager, advised the assembly that two of the three Standing Committees approved at the August board meeting met and had good discussions regarding Bylaws, the Class and Comp Scope of Work and Pacific Station. Detailed information will follow.

Additionally, CEO Clifford will be on vacation for the next three weeks. In his absence, Mr. Ciro Aguirre, Chief Operations Officer, will handle the Operations side of the business and Ms. Angela Aitken, Finance Manager, the Administrative side.

17 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, OCTOBER 28, 2016 AT 8:30AM, CAPITOLA CITY COUNCIL, 407 CAPITOLA AVE., CAPITOLA, CA
Chair Rotkin announced the next meeting as above.
18 ADJOURNMENT
Chair Rotkin adjourned the meeting at 9:48 AM.

Respectfully submitted,
Gina Pye
Executive Assistant

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## SUBJECT: ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS CAPITAL PROJECTS STANDING COMMITTEE MEETING OF SEPTEMBER 20, 2016

## I. RECOMMENDED ACTION

That the Board of Directors Accept and File the Minutes for the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Capital Projects Standing Committee Meeting of September 20, 2016

## II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Capital Projects Standing Committee Meeting of September 20, 2016.
- After each Standing Committee Meeting, staff will provide minutes at the next regular METRO Board of Directors meeting.


## III. DISCUSSION/BACKGROUND

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

## IV. FINANCIAL CONSIDERATIONSIIMPACT

None

## V. ALTERNATIVES CONSIDERED

None

## VI. ATTACHMENTS

Attachment A: Draft minutes for the Board of Directors Capital Projects Standing Committee Meeting of September 20, 2016

Prepared by: Gina Pye, Executive Assistant

## VII. APPROVALS:

Alex Clifford, CEO/General Manager


# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) CAPITAL PROJECTS STANDING COMMITTEE MEETING MINUTES SEPTEMBER 20, 2016 - 3:00 PM METRO ADMIN OFFICES 110 VERNON STREET SANTA CRUZ, CA 95060 

The Capital Projects Standing Committee convened a meeting as referenced above. The Meeting Agenda Packet can be found online at www.SCMTD.com and is available for inspection at Santa Cruz Metro's Administrative offices at 110 Vernon Street, Santa Cruz, California.

This document has been created with accessibility in mind. With the exception of 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.

## COMMITTEE ROSTER

Director Dene Bustichi
Director Cynthia Chase
Director Bruce McPherson
Alex Clifford
Leslyn K. Syren

City of Scotts Valley
City of Santa Cruz
County of Santa Cruz
METRO CEO/General Manager METRO District Counsel

## MEETING TIME: 3:00PM

NOTE: THE COMMITTEE CHAIR MAY TAKE ITEMS OUT OF ORDER

## 1 CALL TO ORDER

Meeting was called to order at 3:10PM by Director McPherson.
2 ROLL CALL: The following Directors were present, representing quorum:
Director Dene Bustichi
City of Scotts Valley Arrived 3:22PM Director Cynthia Chase

City of Santa Cruz
County of Santa Cruz
METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE:

Ciro Aguirre, METRO Erron Alvey, SCMTD Lorraine Bayer, undeclared Barrow Emerson, SCMTD

Claire Fliesler, SC City
Thomas Hiltner, SCMTD
Bonnie Lipscomb, SC City
Pete Rasmussen, SCMTD

## Attachment A

## 3 ELECT COMMITTEE CHAIR AND VICE CHAIR

In the absence of Director Bustichi, Director McPherson nominated Director Chase as interim Committee Chair. District Counsel Syren advised that a Vice Chair is not required.

4 ADDITIONS OR DELETIONS FROM AGENDA / ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS
None.
5 COMMUNICATIONS TO THE CAPITAL PROJECTS STANDING COMMITTEE Hearing none, the meeting continued to the next agenda item,

6 DEVELOPMENT OF BYLAWS FOR CAPITAL PROJECTS STANDING COMMITTEE
The attached Committee Bylaws information was distributed by CEO Clifford at the meeting to serve as guidelines to stimulate discussion. Directors Chase and McPherson had nothing to add.

## Director Bustichi arrived at 3:22PM

Upon Director Bustichi's arrival, roll call was repeated and nominations were made to elect Committee Chair.

MOTION: ELECT DIRECTOR CHASE AS COMMITTEE CHAIR.
MOTION: DIRECTOR McPHERSON
SECOND: DIRECTOR BUSTICHI
MOTION CARRIED UNANIMOUSLY
District Counsel Syren recapped the Bylaw discussion for Director Bustichi's benefit. The Standing Committees are subject to the Brown Act; i.e., regular meetings must be set with 72 hour notice. There are not many instances wherein an emergency meeting can be held as these are "advisory committees". However, if deemed necessary, an emergency meeting can be set with 24 hour notice. Minutes will be taken for the record and added to the METRO Board Agendas to provide reports as necessary. District Counsel Syren advised the Standing Committees govern according to the METRO Board Bylaws and existing ancillary laws

MOTION: THE CAPITAL PROJECTS STANDING COMMITTEE WILL FOLLOW THE BYLAWS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS.

MOTION: DIRECTOR McPHERSON
SECOND: DIRECTOR BUSTICHI
MOTION CARRIED UNANIMOUSLY.

## 7 UPDATE ON PACIFIC STATION

Barrow Emerson, planning and Development Manager, was introduced by CEO Clifford.
Mr. Emerson provided commentary to his handouts which were distributed at the meeting and attached hereto:

- 3 double sided pages entitled Pacific Station site analysis
- 2 double sided pages r metro transit center alternative layouts
- 1 page aerial view of 75 River St

Note: All three potential sites are within 5,000 square feet of each other in size.

# Attachment A 

Given the factors presented (see the three alternatives represented by the Mark Thomas and Company, Inc. drawings), METRO does not recommend the Front Street site at this time. Claire Fliesler, City of Santa Cruz, added that the biggest issue is the distance between lanes and intersection operability; the intersections wouldn't function.

Director Bustichi asked how many square feet of building METRO requires. Mr. Emerson referred the assembly to the last page of the Pacific Station Alternative Site Analysis, "On Site Support Facility Requirements" and added that adjacent parking presents different issues. An operating environment at Cathcart and Soquel would be problematic for timely bus service; the current access is very beneficial to METRO. .

In response to Director Bustichi's request for City input, Bonnie Lipscomb, Economic Development Director, agreed that the Front Street site has challenges as does the existing site. The City wants to revitalize the downtown area. The City began looking at alternatives when the mixed use option proved to be too expensive; e.g., discussions with the landlord of 75 River Street (former site of Comerica Bank) have begun. They have identified $\$ 6 \mathrm{M}$ in potential use it or lose it funding; and, they would like to commit this funding. Unfortunately, there isn't a timeframe identified.

Committee Chair Chase said the City would like to find a mutually beneficial solution and activate the space between Soquel and Cathcart to include housing, retail space and access to transit. As a representative of both the City and METRO, she asked the assembly to keep in mind that any improvement could be a benefit to the City and METRO in terms of system improvement and ridership.

Committee Chair Chase distributed a letter dated 9/20/16 from Martin Bernal, Don Lane and she which asks the Committee to consider options as we move forward; what are the constraints; can we make this work, what is possible for both parties?

Director McPherson asked if every route needs to serve Pacific Station. When can we get information regarding the River Street property? He'd like to move quickly to examine viable options. Ms. Fliesler noted it would take approximately three weeks for Mark Thomas and Company, Inc. to respond.
Director Bustichi asked if the City feels we have exhausted all avenues here. Can we make it with fewer bus routes or fewer bays? Is using both parcels a workable scenario? Can we use both parcels? He'd like to see more options.

Eduardo Montesino, said there is potential using both sites; but the costs would double and security would be an issue. Pacific Station is the heart of the system. We are asking the Committee to provide some parameters.
CEO Clifford said METRO is driven to ensure reasonable access to the downtown area for customers and future needs; we do not want to be maxed out in ten years. Not all transit properties have transit terminals which affect their scheduling, etc. He is happy to look at other options; e.g., dual properties, changing operations, etc. but asked the Committee to bear in mind there are competing priorities for a small staff.
MOTION: OBTAIN ANSWERS REGARDING THE FRONT STREET SITE AS A DUAL PATH AND MOVE FORWARD ON 75 RIVER STREET IN CONJUNCTION WITH THE CITY OF SANTA CRUZ OBTAINING NEW INPUT FROM MARK THOMAS AND COMPANY, INC. INFORMATION TO BE PRESENTED/DISCUSSED AT NEXT MEETING.

MOTION: DIRECTOR McPHERSON
SECOND: DIRECTOR CHASE

# Attachment A 

Capital Projects Standing Committee Agenda
September 20, 2016
Page 4 of 4

## 8 ANNOUNCEMENT OF NEXT MEETING

Committee Chair Chase asked Gina Pye, Executive Assistant, to coordinate a meeting date in November 2016.

## 9 ADJOURNMENT

Committee Chair Chase adjourned the meeting at $4: 23 \mathrm{PM}$.

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.

## Committee Bylaws

NOTE: Consider using the same language as the Board Bylaws, with the following additions:

## Purpose

The Committee's purpose is to ....
Personnel/Human Resources Committee

- Reviews Board adopted personnel policies
- Reviews the Classification and Compensation Study process
- Provides some background work in advance of the annual review of Board appointed personnel
- And other assignments that the full Board might delegate to this committee

Capital Projects Committee

- Reviews various capital and facility related topics
- Reviews the unfunded capital projects list
- Reviews ongoing construction projects
- Reviews bus stop related projects
- Reviews non-revenue and revenue vehicle procurements
- And other assignments that the full Board might delegate to this committee

Finance Budget \& Audit Committee

- Reviews the preliminary annual budget prior to presentation to the full Board
- Reviews budget revisions prior to presentation to the full Board
- Reviews Annual Audit prior to presentation to the full Board
- Reviews FTA Triennial Review findings prior to presentation to the full Board
- Reviews TDA Triennial Review findings prior to presentation to the full Board
- Reviews the five-year budget projections
- Reviews the proposed annual legislative program prior to presentation to the full Board
- And other assignments that the full Board might delegate to this committee
- Possible CalTIP settlement authority $>\$ 25 \mathrm{~K}$ when time sensitive? IF yes, up to what amount?


## Limitations on Authority

The Committee shall serve in an advisory capacity to the Board of Directors. Is shall have no independent duties and no authority to take actions that bind Santa Cruz METRO or the Board of Directors.


## Membership

The Committee shall be composed of $\underline{\boldsymbol{X}}$ members who are appointed each year by the Board, following the same process in January for nominations and in February for formal vote as the Board follows for nominating and appointing the Board Chair, Vice-Chair and appointments to other METRO and external committees.
$X=$
Personnel/HR Committee - 5, Board Chair, Vice-Chair, Immediate past Chair plus two members
Capital Projects Committee - 3
Finance, Budget \& Audit Committee - 5

## Member Terms

Members of the Committee shall be appointed for the term of one-year, or when filling a vacancy, for the remaining term of the seat vacated. They shall serve continuously until resignation or replacement by the METRO Board.

## Vacancies

Vacancies shall be filled by the METRO Board at the earliest Board meeting possible following the creation of the vacancy.

## Chairperson and Vice-Chairperson

The Committee shall elect from its membership a Chairperson and Vice-Chairperson at its first meeting following the METRO Board's appointment/reappointment of Committee members.

Attachment A


Attachment A


Attachment A




## 9-04A. 9

Attachment A



Attachment A





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## Attachment A

Attn: METRO Capital Projects Standing Committee
The City of Santa Cruz and Santa Cruz METRO have been partners on the Pacific Station Project for over 15 years. During this time, the Project has moved forward, experienced multiple delays and faced significant obstacles. Despite these setbacks, the vision of a revitalized lower Pacific Avenue and a robust transit service has remained constant. As partners, we remain committed to these goals even though the multiple concepts evaluated over the years have not resulted in a plan that meets our collective needs. We are both aware of the great difficulty in identifying either improvements to the existing site or a new site within the downtown with the necessary characteristics to operate Pacific Station in the same manner as it operates today. From this process, it occurs to us to question if operating the same way as today is the right goal looking forward. In evaluating potential alternatives, we wish to consider:

- Does every single route need to serve Pacific Station?
- Is a transit station necessary for operations?
- Would technology improvements such as AVL/APC enable berthing efficiencies?
- What is the most efficient use of resources for both the City and METRO, including capital, operating, and land use?

In the context of the City's limited resources and METRO's on-going structural deficit, it seems prudent to examine opportunities that would direct capital sources to our most urgent needs. For the City, this means acquiring the office building adjacent to the City parking lot (the NIAC building), pursuing environmental compliance and possible cleanup for any contaminated properties, and moving forward with a mixed use project that includes housing, new commercial retail and office use with related parking. For the METRO, we understand that capital funding for additional buses and operating funding to preserve and expand service hours to the Santa Cruz community are the most urgent needs. We would welcome the joint exploration of whether a smaller transit center or a no transit center alternative could meet functional and operational goals of METRO while also enabling the City to spend capital and operating funding on our specific priorities.

As a City, we wish to use the land in the downtown core to the highest potential, offering opportunities for people to live, work, and play. To that end, we remain committed to delivering our portion of the Project by moving forward with the mixed uses as described above on the existing combined site or the City's expanded footprint. We are encouraged that a standing committee has been created by METRO to revisit Project goals in light of the current financial and operational needs. In acknowledgment of our long standing partnership, we hope to work with you to reach answers to our above questions and consensus on the best path forward together.

Sincerely,

Martin Bernal
City Manager

Cynthia Chase
Vice-Mayor

Don Lane
Councilmember

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## SUBJECT: ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS PERSONNEL/HUMAN RESOURCES STANDING COMMITTEE MEETING OF SEPTEMBER 21, 2016

## I. RECOMMENDED ACTION

That the Board of Directors Accept and File the Minutes for the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Personnel/Human Resources Standing Committee Meeting of September 21, 2016

## II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Personnel/Human Resources Standing Committee Meeting of September 21, 2016.
- After each Standing Committee Meeting, staff will provide minutes at the next regular METRO Board of Directors meeting.


## III. DISCUSSION/BACKGROUND

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

## IV. FINANCIAL CONSIDERATIONS/IMPACT

None

## V. ALTERNATIVES CONSIDERED

None

## VI. ATTACHMENTS

Attachment A: Draft minutes for the Board of Directors Personnel/Human Resources Standing Committee Meeting of September 21, 2016

Prepared by: Gina Pye, Executive Assistant

Board of Directors
October 28, 2016
Page 2 of 2

## VII. APPROVALS:

Alex Clifford, CEO/General Manager


## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) PERSONNEL/HUMAN RESOURCES STANDING COMMITTEE MEETING MINUTES <br> SEPTEMBER 21, 2016 - 11:00 AM <br> METRO ADMIN OFFICES <br> 110 VERNON STREET, SANTA CRUZ, CA 95060

The Personnel/Human Resources Standing Committee convened a meeting as referenced above. The Meeting Agenda Packet can be found online at www.SCMTD.com and is available for inspection at Santa Cruz Metro's Administrative offices at 110 Vernon Street, Santa Cruz, California.

This document has been created with accessibility in mind. With the exception of 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

| COMMITTEE ROSTER |  |
| :--- | :--- |
| Director Dene Bustichi | City of Scotts Valley |
| Director Jimmy Dutra, Vice Chair | City of Watsonville |
| Director Donald Norm Hagen | County of Santa Cruz |
| Director John Leopold <br> Director Mike Rotkin, Chair | County of Santa Cruz |
| County of Santa Cruz |  |
| Alex Clifford |  |
| Leslyn K. Syren | METRO CEO/General Manager |
|  | METRO District Counsel |

MEETING TIME: 11:00AM
NOTE: THE COMMITTEE CHAIR MAY TAKE ITEMS OUT OF ORDER

## 1 CALL TO ORDER

Meeting was called to order at 11:10AM by Chair Rotkin.
2 ROLL CALL: The following Directors were present, representing quorum:
Director Dene Bustichi
Director Jimmy Dutra, Vice Chair
Director Donald Norm Hagen
Director Mike Rotkin, Chair

City of Scotts Valley
City of Watsonville
County of Santa Cruz
County of Santa Cruz

Director John Leopold was absent.
METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE:
Lorraine Bayer, SEIU Holly Riley, Undeclared
Patti Davidoski, SEIU Robyn Slater, METRO
Joan Jeffries, SEIU

## 3 SELECT COMMITTEE CHAIR AND VICE CHAIR

Board Chair Rotkin asked for volunteers to serve as Committee Chair and Committee Vice Chair. Hearing none, Director Bustichi nominated Director Dutra as Committee Chair and Director Hagen as Committee Vice Chair. Carried unanimously by all members present.

4 ADDITIONS OR DELETIONS FROM AGENDA / ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS
None.
5 COMMUNICATIONS TO THE PERSONNEL/HUMAN RESOURCES STANDING COMMITTEE
Eduardo Montesino, representing bus operators and paratransit personnel, asked if the Committee would be conducting interviews before going to the Board as time is critical with both the General Counsel and Human Resources Manager position.

Board Chair Rotkin responded that Standing Committees were discussed at last year's Board offsite and it seemed important to have a structure and process in place for management reviews, etc. This Committee is being established for the long haul. They will not be stepping into items which are "already in the works" unless requested by METRO staff. This Committee cannot make final decisions, only recommendations to the METRO Board.

## 6 DEVELOPMENT OF BYLAWS FOR PERSONNEL/HUMAN RESOURCES COMMITTEE

District Counsel Syren referred to the Capital Project Standing Committee meeting held on September $20^{\text {th }}$, 2016 where the development of Bylaws was discussed and it was determined that the Standing Committees would abide by the existing METRO Board Bylaws. The Standing Committees will be subject to the Brown Act; i.e., notices, minutes taken and updates provided to the regular METRO Board meetings. It is her recommendation that this Committee do the same.

Board Chair Rotkin said he's thought of other responsibilities the Committee may undertake/include such as compensation studies, processes, etc. He would like to see a 'charge' developed for the Committee that would include items the Committee would like to see staff bring forward.
CEO Clifford said he would email the original Board report dated 8/26/16 to the Committee members which included a list of Committee responsibilities to refresh everyone's memory of the Committee's 'charge'. He since has been reminded that the Committee can also address items as requested by the Board.
District Counsel Syren provided the Committee members with a explanation of the differences between Ad Hoc and Standing committees. Board Chair Rotkin requested that this Committee send a recommendation to the Board in October in the form of a more detailed staff report regarding the creation of committees which would include the addition/modification CEO Clifford mentioned above.
CEO Clifford added that, as METRO moves forward with Standing Committees, a subject matter may arise that you determine is best always addressed in Committee prior to going to the full Board. This is helpful to METRO staff to keep on track and as a time saving mechanism.

## 7 REVIEW OF CLASS \& COMPENSATION STUDY SCOPE OF WORK

Robyn Slater, Human Resources Manager, provided commentary to the materials provided in the agenda packet.

Board Chair Rotkin asked Ms. Slater for an explanation of the step structure.
Ms. Slater recommended METRO move away from the step structure to the industry standards, a "pay for performance" standard/process. Within certain parameters, an increase would come under the purview of the CEO/General Manager.

CEO Clifford noted this demonstrates the need to bring this to the Personnel/Human Resources Standing Committee; we need to determine METRO's philosophy to guide us through the process which affects an employee's pay.

Committee Chair Dutra asked if there are any positions which we are not filling, which are being held back.

Ms. Slater answered yes; we are making adjustments on an emergency basis. This will be a long process; she estimates six months to one year after the individual is hired.

Board Chair Rotkin asked if the SEIU agreements contain the opportunity for comparable studies.

Ms. Slater responded that all of the Union contracts contain an opportunity for an individual to request a reclass.

CEO Clifford reminded the assembly that today's objective is to agree on a Scope of Work for the consultant search.

Public comment:
Joan Jeffries, SEIU member, said the second sentence under Project Objective of the Management Classification and Compensation Study document was misleading. It reads, "Classification and wage surveys have been conducted as required by contractual language for unionized positions." SEIU members are concerned that the study will be conducted for management before union members. In the MOUs union members are allowed to request one group reclass per year. There are 18+ distinct groups/career ladders. Each year, we rotate among the different unions. All of this is to say, because nothing has been done in a comprehensive way, it's a time consuming process whenever HR receives a request. If METRO would consider completing both studies at the same time, it would boost the morale of all METRO employees.
Director Bustichi asked Ms. Jeffries if they would be willing to do a study for an entire group every " $X$ " number of years rather than one per year; to replace the current bargaining agreement which allows one wage compensation study per year.
Ms. Jeffries responded that if a comprehensive study is done, there wouldn't be the need for language to allow for the one-offs. There are individual positions which don't fall within a group and can be requested as an individual reclass. Can we bring these outliers into a group for some sort of promotion?
Mr. Montesino, said Fixed Route does not have this latitude; this is only allowed when we negotiate. During negotiations, we reclassify every three years; but, no compensation study was done. As a small agency, everyone does multiple jobs; we are a driver/customer service agent. The SEIU positions are outdated. There is a need; but it's an agency-wide need.
CEO Clifford noted that the Board approved this to proceed in late 2014. The current contract has two sections: 1) Wage studies which can conduct three or they can chose a

## Attachment A

group annually in December; and, 2) A section which deals with reclassifications in which they can choose three and one of the groups. These options are exercised on a regular basis and this results occasionally in a reclass and/or wage change in addition to the wage change on an annual basis. Numerous positions over the last 10 years have been reviewed; many with recommendations for pay increases. We are in the final stages of re-classing a group within the Finance Department; this will include wage and reclass recommendations which will be brought to the Board in October.

CEO Clifford distributed a document entitled, Classification Study, Reclassification of Comp Study (Salary Survey) June 2011 - December 2015, which outlines 10 years of reclass history. This has never been done for management. As annual wage and reclass adjustments are made, it creates compression and the delta that should occur between positions is eroded. CEO Clifford understands SEIU's concerns; their negotiations will come up soon.

Director Bustichi asked if it would be easier or harder if all bargaining units were to agree that everything be stricken and a compensation study completed every four years or so for every METRO employee.

CEO Clifford responded that it is a complex situation. The MOU language affects an annual individual approach.

District Counsel Syren added in most agencies, once a comprehensive class and comp study is completed; a moratorium is put upon the employees to be able to use what is in the contract for a set period of time. So there is some flexibility between maintaining what is in the contract and what Director Bustichi is suggesting.
Board Chair Rotkin wants to make it clear that it is their intention to identify their commitment to METRO and its employees: conduct the management study; to be followed immediately by a complete compensation study for the remainder of the employees as necessary. He has a sense that UTU is relatively well paid while SEIU is behind the market.

Committee Chair Dutra asked if SEIU is underpaid; has reclass kept salaries to standards and updating job descriptions? Is there something on the horizon we can do with SEIU? And, why do we continually update the job classifications?
CEO Clifford responded that these are the type of discussions we will have throughout the agency. A policy needs to be determined in both management and SEIU categories. Yes, as the union exercises the two MOU clauses, reclass has kept salaries to standards. We may begin the SEIU study before management is complete due to the timing of the expiration of their contract. CEO Clifford will advocate for a total compensation approach which SEIU has not allowed to date. This restricts us to past practice. When reclasses are conducted, which results in a new job description, we try to capture the correct job duties.
District Counsel Syren suggested that an option be added to the RFP the ability to study the SEIU positions. We would not have to utilize this option, but it may help in the procurement process. If a company is located which is a good fit, you would be able to transition into the second study.

## MOTION: APPROVE THE CLASS \& COMPENSATION STUDY SCOPE OF WORK WITH 2 CAVEATS: THE PACKAGE IS TOTAL COMPENSATION AND SEIU AGREES THAT THE STUDY WILL BE USED AS A BASIS FOR FUTURE NEGOTIATIONS.

## MOTION: DIRECTOR BUSTICHI SECOND: COMMITTEE VICE CHAIR HAGEN MOTION CARRIED UNANIMOUSLY WITH DIRECTOR LEOPOLD ABSENT.

CEO Clifford clarified that the SEIU option would not be exercised until a later date and until the Board makes the decision to do so.

Ms. Jeffries said the MOU contains individual reclass options but is limited to those positions which do not fall within an existing ladder. The option for a wage study is near impossible if you have not had a recent reclass; it requires a recent job description. Reclass is the goal.

Board Chair Rotkin said the Board recognizes that positions need to be updated. Management has had no chance for reclass or rewriting of job descriptions. Moving ahead with a management compensation study does not mean they do not support the SEIU. He recognizes that our bus drivers/employees doe a very different job than elsewhere. SEIU is behind the market.

Mr. Montesino noted there is no mention of budget or cost for the study.
Board Chair Rotkin said costs will be received with the RFP responses.
Committee Chair Dutra asked how many bids were anticipated.
CEO Clifford said we anticipate at least two; probably more.
Director Bustichi suggested the RFP be in a format that would have two prices to trigger the next phase; this permits the ability to stop the process if it's not working out.

## Committee Vice Chair Hagen departed at 12:05PM.

## 8 ANNOUNCEMENT OF NEXT MEETING:

Committee Chair Dutra announced the next meeting date will be determined.

## 9 ADJOURNMENT

Committee Chair Dutra adjourned the meeting at 12:11PM.

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.




DATE: October 28, 2016
TO: Board of Directors
FROM: Erron Alvey, Purchasing Manager

## SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 2ND LEASE AMENDMENT WITH WAVE CREST DEVELOPMENT FOR SOIL REMEDIATION, INCREASING THE CONTRACT TOTAL BY \$75,203

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a Second Amendment to Land Lease with Wave Crest Development for soil remediation at 135 Dubois Street in Santa Cruz, increasing the contract total by $\mathbf{\$ 7 5 , 2 0 3}$, thereby increasing the total contract authority from \$50,000 to \$125,203.

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a lease agreement with Wave Crest Development for use of its property during temporary operations on Dubois.
- The lease requires METRO return the property free from any hazardous substances.
- Recent soil testing revealed the presence of diesel fuel, therefore METRO is required to clean up these areas and remove the hazard.
- Staff recommends approval of the additional funds required to continue hazardous soils remediation at the subject property.


## III. DISCUSSION/BACKGROUND

METRO entered into a lease with Wave Crest Development on February 15, 2013 to use its property at 135 Dubois as part of its temporary operations base while the Judy K. Souza Operations Facility was being constructed. When METRO vacated the property it performed the required hazardous materials soil testing and diesel fuel was detected in an area where buses were regularly parked. The lease agreement requires that METRO clean up this type of condition in order to return the property to its original condition.

On September 13, 2016, METRO and Wave Crest Development entered into a First Amendment to the Lease in order to reimburse Wave Crest for soil remediation activities, which would be performed by Wave Crest Development's consultant. This First Amendment had a not-to-exceed value of \$50,000 based
on the initial estimate from the consultant. After the first round of clean up was completed and soil was tested again, the diesel contamination was still present and requires further remediation. Wave Crest Development obtained a revised estimate for an additional $\$ 75,203$. This estimate allows for a worse case scenario outcome, as these are subsurface conditions, so all of these funds may not need to be expended.

Staff recommends that the Board of Directors authorize the CEO to execute a Second Amendment to the contract with Wave Crest Development to increase the contract total by $\$ 75,203$. Erron Alvey, Purchasing Manager, will continue to serve as the Contract Administrator and will ensure contract compliance.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

The First Amendment has a total not to exceed of \$50,000. Additional funds in an amount of $\$ 75,203$ are requested for approval at this time. The total amount of the First and Second Amendments would not exceed \$125,203.

Funds to support this Second Amendment are included in the MetroBase Phase II Life of Project Budget.

## V. ALTERNATIVES CONSIDERED

- Do not approve the lease amendment. Staff does not recommend this option, as METRO would then have to go out to bid for these services, delaying the clean up and pushing it further into the rainy season risking further contamination of the site.


## VI. ATTACHMENTS

Attachment A: Second Amendment to the Contract with Wave Crest Development

Prepared By: Erron Alvey, Purchasing Manager

## VII. APPROVALS:

Erron Alvey, Purchasing Manager


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

Approved as to fiscal impact: Angela Aitken, Finance Manager

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Alex Clifford, CEO/General Manager


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# Attachment A <br> SECOND AMENDMENT TO LAND LEASE <br> between Wave Crest, J3D Family Limited Partnership, Lawrence Michels Family Limited Partnership and Santa Cruz Metropolitan Transit District 135 Dubois Street, Santa Cruz, California 

THIS FIRST AMENDMENT TO THE LAND LEASE AGREEMENT is made effective
$\qquad$ 2016 between the WAVE CREST DEVELOPMENT, Inc, a California corporation, J3D Family Limited Partnership, a California limited partnership and the Lawrence Michels Family Limited Partnership, a Colorado limited partnership (collectively "Landlord") and the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (Santa Cruz METRO), a public agency in the State of California, (hereinafter "Tenant").

## I. RECITALS

1.1 LANDLORD AND TENANT entered into the Land Lease Agreement ("Agreement") on February 15, 2013, for the use of property located at 135 Dubois Street, Santa Cruz, CA for the sole purpose of parking Tenant's municipal bus fleet.
1.2 The purpose of this Second Amendment is to increase the not-to-exceed value of the Remediation Agreement by $\$ 75,203$ so that tenant can continue to reimburse the Landlord for all costs and expenses associated with remediating the property located at 135 Dubois Street, Santa Cruz, CA ("Premises"), pursuant to Paragraphs 14, 24 and 38 of the Lease Agreement.

## II. REMEDIATION AGREEMENT

2.1 Tenant shall reimburse Landlord upon demand for all costs and expenses reasonably paid or incurred by Tenant in connection with remediation of the Premises as provided above.
2.2 Prior to undertaking any remediation work on the Premises, Landlord shall provide information to Tenant as to the scope of the work proposed and the estimated cost, and shall obtain Tenant's approval of the work proposed. Landlord acknowledges that additional approval by Tenant’s Board of Directors is required for costs which exceed \$125,203.
2.3 Nothing contained herein, including without limitation Tenant's failure to approve any remediation work, shall limit Tenant's liability for remediation as provided in the Agreement.

## III. REMAINING 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.

# Attachment A <br> SECOND AMENDMENT TO LAND LEASE <br> between Wave Crest, J3D Family Limited Partnership, Lawrence Michels Family <br> Limited Partnership and Santa Cruz Metropolitan Transit District <br> 135 Dubois Street, Santa Cruz, California 

## IV. AUTHORITY

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

IN WITNESS THEREOF, this First Amendment to the Agreement is executed by the Landlord and the Tenant has affixed his or her signature the day and year first hereinabove written.

DATED:


DATED:


LANDLORD:
Wave Crest Development, Inc.

DATED: $10 / 20 / 16$


By:

Lawrence Michels Family Limited
Partnership
By:


DLAL Living Trust, as General Partner
Douglas Michels, Trustee


# Attachment A 

SECOND AMENDMENT TO LAND LEASE
between Wave Crest, J3D Family Limited Partnership, Lawrence Michels Family
Limited Partnership and Santa Cruz Metropolitan Transit District 135 Dubois Street, Santa Cruz, California

TENANT:
Santa Cruz Metropolitan Transit District
By:

DATED: $\qquad$
Alex Clifford, General Manager

DATED: $\qquad$ Approved as to Form:
By: $\int_{\text {EESLYN SYREN, District Counsel }}$

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DATE: October 28, 2016
TO: Board of Directors
FROM: Al Pierce, Maintenance Manager
$\begin{array}{ll}\text { SUBJECT: } & \text { CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A } 2^{\text {ND }} \\ & \text { AMENDMENT EXTENDING THE CONTRACT WITH COASTAL } \\ & \text { LANDSCAPING, INC. FOR LANDSCAPING MAINTENANCE AND } \\ & \text { SERVICES, INCREASING THE CONTRACT TOTAL BY \$40,000 }\end{array}$

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a $2^{\text {nd }}$ amendment extending the contract, exercising the second option with Coastal Landscaping, Inc. for Landscaping Maintenance and Services, increasing the contract total by $\$ 40,000$ for the additional one-year period, thereby increasing the total contract authority from \$160,000 to \$200,000.

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a contract with Coastal Landscaping, Inc. for Landscaping Maintenance and Services that will expire on November 18, 2016.
- Coastal Landscaping, Inc. has requested no changes for the new contract period.
- Coastal Landscaping, Inc. has performed its duties very well under this contract, and therefore a one-year contract extension is recommended.


## III. DISCUSSION/BACKGROUND

METRO has a contract with Coastal Landscaping, Inc. for Landscaping Maintenance and Services that was established on November 19, 2012 for a three-year period, with two optional one-year extensions. The current contract is due to expire on November 18, 2016. Per Al Pierce, Maintenance Manager, over the past year the quality of service provided by Coastal Landscaping, Inc. has been very good. Coastal Landscaping, Inc. has reviewed the contract and requested no changes.

Staff recommends that METRO exercise the second option for a one-year contract extension with Coastal Landscaping, Inc. for an amount not to exceed $\$ 40,000$. Staff further recommends that the Board of Directors authorize the CEO to sign a one-year contract extension on behalf of METRO. Al Pierce, Maintenance Manager, will continue to serve as the Contract Administrator and will ensure contract compliance.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

This contract has a total not to exceed of $\$ 160,000$. Additional funds in an amount of $\$ 40,000$ are requested for approval at this time. The new contract total not to exceed would be \$200,000.

Funds to support this contract are included in the Facilities Maintenance FY17 \& FY18 Outside Repair - Buildings \& Improvements (503351) Operating Budgets.

## V. ALTERNATIVES CONSIDERED

- Do not renew this contract. Staff does not recommend this option, as METRO does not have in-house staff with the training or the time to perform these landscaping maintenance services.


## VI. ATTACHMENTS

Attachment A: Renewal letter from Coastal Landscaping, Inc.
Attachment B: Second Amendment to the Contract with Coastal Landscaping, Inc.

Prepared By: Joan Jeffries, Administrative Assistant

## VII. APPROVALS:

Al Pierce, Maintenance Manager


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


Approved as to fiscal impact:
Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


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## Attachment A

## Coastal Landscaping, Inc.

Landscape Artistry and Maintenance
C27., C29., \# 932020.
A.S.L.A., \# 741196.
P.O.Box 176

Aptos, Ca. 95001

RE: RENEWAL - Santa Cruz METRO Contract No. 13-09 for Landscaping Maintenance and Services
ATTN: Erron Alvey - Purchasing Manager

Dear SCMTD Board of Directors and Management,

Let this letter serve as my Notice of Intent to extend my Landscaping Maintenance and Services contract with SCMTD for an additional term, from November 19, 2016 through November 18, 2017.

I request no modifications to the Contract terms and conditions.
It has been a pleasure working with the SCMTD staff and management, and I look forward to another successful year.

Jeffrey D. Powuers, ASLA, CLCA
Coastal Landscaping, Inc.
PO Box 176
Aptos, CA 95001
www.coastallandscapinginc.com
jeff@clilandscaping.com
(831) 334-7202

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## Attachment B

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SECOND AMENDMENT TO CONTRACT NO. 13-09 FOR LANDSCAPING MAINTENANCE AND SERVICES

This Second Amendment to Contract No. 13-09 for Landscaping Maintenance and Services is made effective November 19, 2016 between the Santa Cruz Metropolitan Transit District ("Santa Cruz METRO"), a political subdivision of the State of California, and Coastal Landscaping, Inc. ("Contractor").

## I. RECITALS

1.1 Santa Cruz METRO and Contractor entered into a Contract for Landscaping Maintenance and Services ("Contract") on November 19, 2012.
1.2 The Contract allows for amendment upon mutual written consent.
1.3 Santa Cruz METRO and Contractor desire to amend the Contract to extend the Contract term and to increase the Contract total not-to-exceed amount.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:
II. TERM
2.1 Article 4.01 is replaced in its entirety by the following:

The term of this Contract shall be from November 19, 2012 to November 18, 2017.
Santa Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

## III. COMPENSATION

3.1 Article 5.01 is amended to include the following language:

Under the terms of the Second Amendment, the Contract total not-to-exceed amount is increased by $\$ 40,000$.

The new Contract total not-to-exceed amount is $\$ 200,000$. Contractor understands and agrees that if they exceed the $\$ 200,000$ maximum amount payable under this Contract, they do so at their own risk.

## IV. REMAINING TERMS AND CONDITIONS

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

## Attachment B

## V. ACCEPTANCE OF ELECTRONIC SIGNATURES AND COUNTERPARTS

5.1 The parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is delivered by scanned image as an attachment to electronic mail. Such scanned signature must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

## VI. AUTHORITY

6.1 Article 7 is amended to include the following language:

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

Signed on $\qquad$

Santa Cruz METRO -
SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT
Alex Clifford, CEO/General Manager $\qquad$

Contractor -
COASTAL LANDSCAPING, INC.
Jeffrey D. Powers, President


Approved as to Form:
Leslyn Syren, District Counsel


DATE: October 28, 2016

## TO: Board of Directors

FROM: Al Pierce, Maintenance Manager

# SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO ALANIZ CONSTRUCTION, INC. FOR RESEALING AND RESTRIPING PARKING LOTS, NOT TO EXCEED \$55,000 

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a contract with
Alaniz Construction, Inc. for Resealing and Restriping Parking Lots, in an amount not to exceed $\$ 55,000$.

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for Resealing and Restriping Parking Lots.
- A competitive procurement was conducted to solicit bids from qualified firms. One (1) firm submitted bids for METRO's review.
- Staff has reviewed all submitted bids and is recommending that the Board of Directors authorize a contract with Alaniz Construction, Inc.


## III. DISCUSSION/BACKGROUND

In March 2016, the Board authorized staff to issue an Invitation for Bids for Resurfacing and Resealing Parking Lots. These three (3) parking lots include: METRO's Administration building at 110 Vernon Street, Santa Cruz, CA 95060; Cavallero Transit Center at 246 Kings Village Road, Scotts Valley, CA 95066; and, Paul Sweet Park \& Ride at 3003 Paul Sweet Road, Santa Cruz, CA 95065.

On August 29, 2016, METRO legally advertised and distributed Invitation for Bids (IFB) No. 16-12. The bid package was sent to fifty two (52) firms, eleven (11) builders' exchanges, one hundred fourteen (114) DBE firms, posted on METRO's website, published in the local paper, published on E-Bid Board and published on GovDelivery. In this procurement, only two (2) firms were present at the pre-bid job walk and only one (1) firm submitted a bid. On September 29, 2016, one (1) bid was received and opened from Alaniz Construction, Inc. Purchasing Staff has determined Alaniz Construction, Inc. to be a responsible bidder, whose bid is responsive to all the requirements of the IFB. Alaniz Construction, Inc. is also a certified DBE firm.

Staff recommends that the Board of Directors authorize the CEO to execute a contract on behalf of METRO, with Alaniz Construction, Inc. for Resealing and Restriping Parking Lots in an amount not to exceed $\$ 55,000$. Contractor will provide all equipment and materials meeting all METRO's specifications and requirements of the contract. Al Pierce, Maintenance Manager, will serve as the Contract Administrator and will ensure contract compliance.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

The base value of the contract is $\$ 55,000$. Funds to support this contract are included in the FY17 Revised account title Capital Budget dated 8/26/16. Reseal Parking Lots, Funded by FTA 5339 Formula funds; local match provided by FY17 Unrestricted STA.

## V. ALTERNATIVES CONSIDERED

- Do not reseal and restripe the asphalt surface at these facilities. This is not recommended, as it will allow continued deterioration of asphalt, eventually leading to the need for complete replacement, which will ultimately be more costly than the application of maintenance as prescribed by this contract.


## VI. ATTACHMENTS

Attachment A: Alaniz Construction, Inc. Contract

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

Prepared By: Alex Strudley, Purchasing Assistant
Al Pierce, Maintenance Manager
VII. APPROVALS:

Al Pierce, Maintenance Manager


Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager

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


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# CONTRACT FOR RESURFACING AND RESTRIPING PARKING LOTS <br> No. 16-12 

THIS CONTRACT is made effective on November 2 , 2016 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Santa Cruz METRO"), a political subdivision of the State of California, and Alaniz Construction, Inc. ("Contractor").

## 1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.
1.02 Santa Cruz METRO's Need For Resurfacing and Restriping Parking Lots

Santa Cruz METRO requires Resurfacing and Restriping Parking Lots. In order to obtain said Resurfacing and Restriping Parking Lots, Santa Cruz METRO issued an Invitation for Bids, dated August 29, 2016, setting forth specifications for Resurfacing and Restriping Parking Lots. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

### 1.03 Contractor's Bid Form

Contractor is a licensed general contractor desired by Santa Cruz METRO and whose principal place of business is 7160 Stevenson Blvd. Fremont, CA 94538. Pursuant to the Invitation for Bids issued by Santa Cruz METRO, Contractor submitted a bid for Provision of said Resurfacing and Restriping Parking Lots, which is attached hereto and incorporated herein by reference as Exhibit B.
1.04 Selection of Contractor and Intent of Contract

On October 28, 2016, Santa Cruz METRO selected Contractor as the lowest responsive, responsible bidder to provide said Resurfacing and Restriping Parking Lots, located at the following three (3) locations as indicated in the bid documents:
1.04.1 Santa Cruz METRO Administration building 110 Vernon Street, Santa Cruz, CA 95060, 1.04.2 Cavallero Transit Center, 246 Kings Village Road, Scotts Valley, CA 95060 and 1.04.3 Paul Sweet Park \& Ride, 3003 Paul Sweet Road, Santa Cruz CA, 95065.

The purpose of this Contract is to set forth the provisions of this procurement.
1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "Contractor" and "supplier" are synonymous.

Santa Cruz METRO and Contractor agree as follows:

## 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a

## Attachment A

complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Part III, Section 13.14 of the General Conditions of the Contract.
a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 16-12" dated August 29, 2016, including Addendum number 1 of 1.
b) Exhibit B

Contractor's submitted bid to Santa Cruz METRO for Resurfacing and Restriping Parking Lots as signed by Contractor.
2.02 Conflicts

In the event of conflict between requirements contained in different components of the Contract Documents, provisions set forth in Part VI (FTA Requirements for Construction Contracts) shall prevail over all other provisions. Provisions set forth in Parts I (Instructions to Bidders), III (General Conditions of the Contract) and V (Sample Contract) shall prevail over all remaining Contract Documents. In resolving other conflicting requirements among the Contract Documents, the order of precedence shall be as follows: 1. Change Orders, 2. Addenda or Letters of Clarification, 3. Part IV (Special Conditions of the Contract), and 4. Part VII (Construction Specifications).

### 2.03 Recitals

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

## 3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed within approximately 45 days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, subsection 3.2 of the General Conditions to the Contract or terminated pursuant to Part III, Section 2.
3.02 Term

The term of this Contract shall commence upon the execution of the Contract by Santa Cruz METRO. Issuance of a Notice to Proceed shall remain in force until Final Acceptance as provided by Part VII, Section 6.3 of this Contract.

### 3.03 Acceptance of Terms

Execution of this document shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Instructions to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications for Work and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract.

## 4. SCOPE OF WORK

4.01 Contractor shall furnish Santa Cruz METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bids (IFB) No. 16-12 dated August 29, 2016 for Resurfacing and Restriping Parking Lots.

The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.
4.02 Contractor and Santa Cruz METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of Santa Cruz METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the Contract Documents.

## 5. COMPENSATION

### 5.01 Terms of Payment

Upon written acceptance, Santa Cruz METRO agrees to pay Contractor $\mathbf{\$ 5 5 , 0 0 0 . 0 0}$ as identified in the Bid Form, Exhibit B, not to exceed $\mathbf{\$ 5 5 , 0 0 0 . 0 0}$ for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this Contract, under the terms and provisions of this Contract within thirty (30) days thereof. Contractor understands and agrees that if they exceed the $\$ \mathbf{5 5 , 0 0 0 . 0 0}$ maximum amount payable under this Contract, they do so at their own risk.

### 5.02 Release of Claims

Payment by Santa Cruz METRO of undisputed contract amounts is contingent upon Contractor furnishing Santa Cruz METRO with a Release of All Claims against Santa Cruz METRO arising by virtue of the part of the Contract related to those amounts.

### 5.03 Retention of progress payments

Santa Cruz METRO will retain five (5\%) percent of the contract price from each progress payment made pursuant to the Contract through the completion of the Contract. The retention shall be released, with the exception of 150 percent $(150 \%)$ of any disputed amount, within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, Contractor may substitute a deposit of securities in lieu of Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed, Santa Cruz METRO will retain $125 \%$ of the amount set forth in the Stop Notice from the next progress payment made to Contractor.
5.04 Change in Contract Price
5.04.01 General
A. The Contract price constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor to perform the work shall be at Contractor's expense without change in the Contract price.
B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Contract Administrator promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request, and shall state the general nature of the

## Attachment A

request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Contract Administrator allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.
C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
3. On the basis of the cost of work (determined as provided in Articles 5.04 .02 and 5.04.03) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04).
5.04.02 Cost of Work (Based on Time and Materials)
A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by Santa Cruz METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
B. Labor: The cost of labor used in performing work by Contractor, a subcontractor, or other forces, will be the sum of the following:
4. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Contract Administrator that the services of foremen do not constitute a part of the overhead allowance.
5. There will be added to the actual wages, as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
6. The amount paid for subsistence and travel required by collective bargaining agreements.
7. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02 B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.

## Attachment A

C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:

1. Trade discounts available to the purchaser shall be credited to Santa Cruz METRO notwithstanding the fact that such discounts may not have been taken by Contractor.
2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Contract Administrator. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
4. If, in the opinion of the Contract Administrator, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. Santa Cruz METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to Santa Cruz METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Contract Administrator will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Contract Administrator in the establishment of the rental rate.
5. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02 B.
6. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
7. Before construction equipment is used on the extra work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Contract Administrator, in duplicate, a description of the equipment and its identifying number.
8. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

## Attachment A

5. Individual pieces of equipment or tools having a replacement value of $\$ 500$ or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
E. Owner-Operated Equipment: When owner-operated equipment is used to perform work and is to be paid for as extra work, Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02 D, "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02 B, "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."
F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be $1 / 2$-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be $1 / 2$-day of operation.
3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor-caused delays.
G. Cost of Work Documentation: The Contractor shall furnish the Contract Administrator Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by Contractor, subcontractor, or other forces. Santa Cruz METRO will provide the Daily Extra Work Report forms to Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

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The Contract Administrator will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Contract Administrator when extra work will begin so that the Santa Cruz METRO inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact the Contractor's ability to receive proper compensation.

### 5.04.03 Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry. The following may be considered by the Contract Administrator in making estimates for payment for special services:
A. When the Contract Administrator and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Contract Administrator, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
B. When Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04 .04 herein, a single allowance of ten (10) percent will be added to invoices for special services.

### 5.04.04 Contractor's Fee

A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Contract Administrator, plus allowances for overhead and profit, which allowances shall constitute the "Contractor's Fee," except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles $5.04 .02 \mathrm{~B}, \mathrm{C}, \mathrm{D}$, and E herein. The allowance for overhead and profit will be made in accordance with the following schedule:

Actual Necessary Cost
Overhead and Profit Allowance
Labor
Materials................................................................................................ 15 percent
Equipment
15 percent

## Attachment A

B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04 .04 shall only be applied to the labor, materials, and equipment costs of the subcontractors, to which the Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchal tiers of subcontractors, the 5 percent increase above the subcontractor's total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.

### 5.04.05 Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01 B. 1 through Article 5.05.01 B.3 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when Santa Cruz METRO-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01 B. 4 through Article 5.05.01 B.5.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.F and Section 8-1.09 of the State Specifications.

### 5.05 Change of Contract Time

### 5.05.01 General

A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Contract Administrator promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request, and shall state the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Contract Administrator allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when Santa Cruz METRO-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Contract Administrator determines that a time extension is not justified.
B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Contract Administrator. Such delays shall include:

## 1. Changes.

2. Failure of Santa Cruz METRO to furnish access, right of way, completed facilities of related projects, drawings, materials, equipment, or services for which Santa Cruz METRO is responsible.

## 3. Survey error by Santa Cruz METRO.

4. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, other force majeure events, and excusable inclement weather. A force majeure event includes an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.
5. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

### 5.05.02 Extensions of Time for Delay Due to Excusable Inclement Weather

A. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01 B.5, as the Contractor is specifically required under the Special Provisions to suspend construction operations, or as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
B. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
C. The Contractor shall base the construction schedule upon the inclusion of the number of days of excusable inclement weather specified in the Article titled "Excusable Inclement Weather Delays," of the Special Provisions. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.
5.06 Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify Santa Cruz METRO in writing of any:
A. Material that Contractor believes may be a regulated material which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Santa Cruz METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, Santa Cruz METRO will issue a change order under the procedures described in this Contract. For regulated materials, Santa Cruz METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between Santa Cruz METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

### 5.07 Waivers and Releases

Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code $\S 3262(\mathrm{~d})(2)$. Santa Cruz METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. If Santa Cruz METRO fails to make such payments in a timely manner, Santa Cruz METRO shall pay interest to Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "progress payment" includes all payments due Contractor, except that portion of the final payment designated by the Contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven days after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to Santa Cruz METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which Santa Cruz METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by Santa Cruz METRO's financial officer.

## 6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand, or three (3) days after posting, if sent by registered mail, return receipt requested, to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

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

## CONTRACTOR

Alaniz Construction, Inc.
7160 Stevenson Blvd.
Fremont, CA 94538
Attention: Rosy Alaniz

## 7. ENTIRE AGREEMENT

7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

## 8. ACCEPTANCE OF ELECTRONIC SIGNATURES AND COUNTERPARTS

The parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into this Contract will be considered executed when the signature of a party is delivered by scanned image as an attachment to electronic mail. Such scanned signature must be treated in all respects as having the same effect as an original signature. Each party further agrees that this Contract may be executed in two or more counterparts, all of which constitute one and the same instrument.

## 9. AUTHORITY

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

Signed on $\qquad$

Santa Cruz METRO -
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Alex Clifford, CEO/General Manager

Contractor -
ALANIZ CONSTRUCTION, INC.
RosyAlaniz, President

Approved as to Form:
Leslyn Syren, District Counsel


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TO: Board of Directors
FROM: Angela Aitken, Finance Manager
SUBJECT: RATIFY THE SEVENTH AMENDMENT FOR A ONE-YEAR EXTENSION OF THE MEMORANDUM OF UNDERSTANDING FOR THE HIGHWAY 17 CONSOLIDATED TRANSIT SERVICE

## I. RECOMMENDED ACTION

That the Board of Directors ratify the Seventh Amendment for a one-year extension of the Memorandum of Understanding (MOU) for the Highway 17 Consolidated Transit Service

## II. SUMMARY

- On April 26, 2004, the Santa Cruz Metropolitan Transit District (METRO), Capital Corridor Joint Powers Authority (CCJPA), the California Department of Transportation, Division of Rail (Caltrans), and VTA (together collectively referred to as "the Original Parties") entered into a Memorandum of Understanding (MOU) providing for consolidation of METRO/VTA Highway Express 17 commuter service with Amtrak Thruway intercity train connector service, such consolidated service to be operated by METRO.
- The MOU expired on September 30, 2016.
- The Parties desired to further amend the MOU and extend the MOU to September 30, 2017.
- Since the revenue amounts from the MOU are listed in the Final FY17 and FY18 Operating Budget presented to the Board on June 24, 2016, staff is informing the Board of Directors of the execution of the Seventh Amendment to the MOU for Highway 17 consolidated transit services to extend the MOU for an additional year to September 30, 2017.


## III. DISCUSSION/BACKGROUND

On April 26, 2004, METRO, CCJPA, the California Department of Transportation, Division of Rail (Caltrans), and VTA (together collectively referred to as "the Original Parties") entered into an MOU providing for consolidation of METRO/VTA Highway Express 17 commuter service with Amtrak Thruway intercity train connector service, such consolidated service to be operated by METRO.

This service is considered by the parties to be a combination of local bus commuter and intercity train connector service. The Parties now desire to further amend the MOU as follows:
(a) Section 3.02(a) to reflect:

- The new revenue service hourly rate of \$175.78;
- Delete language referring to sending tickets to Amtrak;
- Suspend VTA's reimbursement obligation under the JPA and set a fixed payment for the term covered by this Amendment of $\$ 350,000$ for one year of shared service costs;
- Define Revenue Service Hours (RSH); and,
- Add Wi-Fi cost and reimbursement mechanism to METRO.
(b) Section 5.01 to extend the MOU to September 30, 2017.
(c) Revise Exhibits B, C and D (Attached) to conform to the current schedule, cost estimate, and Revenue Service Hours (RSH).
(d) Add San Joaquin Joint Powers Authority (SJJPA) as a party to the MOU as successor to all interests held in this MOU by the California Department of Transportation, Division of Rail (Caltrans).

The MOU fixed the terms and conditions thereby.
The Sixth Amendment to the MOU expired on September 30, 2016. A Seventh Amendment, creating a one year extension of the MOU, has been discussed with all parties involved. Since the revenue amounts from the MOU are listed in the FY17 and FY18 Operating budget presented to the Board on June 24, 2016, staff is informing the Board of Directors of the execution of the Seventh Amendment to the MOU for Highway 17 consolidated transit service to extend the MOU for an additional year.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

Funding for the operation of the Highway 17 consolidated transit service is contained in the METRO operating budget. METRO incurs all costs associated with the Highway 17 consolidated transit service, while revenue contributed by Amtrak, Capital Corridor, VTA, San Jose State, and passenger fares help offset the costs of running the service.

## V. ALTERNATIVES CONSIDERED

There are no recommended alternatives at this time.

## VI. ATTACHMENTS

Attachment A: Seventh Amendment to the MOU for Highway 17 Consolidated Transit Service, including Exhibits B, C \& D

Prepared by Angela Aitken, Finance Manager

Page 4 of 4
VII. APPROVALS:

Approved as to fiscal impact: Angela Aitken, Finance Manager

Alex Clifford, CEO/General Manager

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


# Attachment A <br> SEVENTH AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR HIGHWAY 17 CONSOLIDATED TRANSIT SERVICE 

This Seventh Amendment to Memorandum of Understanding, is effective on October 1, 2016, by and between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California, ("METRO"), the San Joaquin Joint Powers Authority, (SJJPA), the Capitol Corridor Joint Powers Authority, (CCJPA), and the Santa Clara Valley Transportation Authority, (VTA), together collectively referred to as The Partics, who agree as follows:

## I. RECITALS

A. On April 26, 2004, METRO, CCJPA, the California Department of Transportation, Division of Rail (Caltrans), and VTA (together collectively referred to as "the Original Parties") entered into a MOU providing for consolidation of METRO/V'TA I Iighway Express 17 commuter service with Amtrak Thruway intercity train connector service, such consolidated service to be operated by METRO.
B. On July 1, 2005, the Original Parties entered into a First Amendment to the MOU amending METRO's hourly service rate and estimated annual operating costs.
C. On April 25, 2007, a Second Amendment to the MOU was executed extending the term of the MOU for 30 days, to May 25, 2007.
D. On May 25, 2007, a Third Amendment to the MOU was executed extending the term of the MOU to September 30, 2007.
E. On October 1, 2007, a Fourth Amendment to the MOU was executed extending the term of the MOU to September 30, 2010 and to revise certain sections mainly related to the compensation provided by CCJPA and Caltrans. The sections amended in the Fourth Amendment to the MOU were as follows: 2.05, 2.07, 3.01, 3.02(a), 3.02(b), 3.04, 5.01, $6.05(\mathrm{a})$ and $6.05(\mathrm{~b})$.
F. On October 1, 2010, a Fifth Amendment to the MOU was executed extending the term of the MOU to September 30, 2013, to revise Sections 3.02(a), (b), and 5.01 and to revise Exhibit B \& C to reflect current schedules and costs.
G. On October 1, 2013, a Sixth Amendment to the MOU was executed to revise Section 3.02(a) to reflect the current hourly rate, revise Section 5.01 to extend the MOU to September 30, 2016; and revise Exhibits B \& C to conform to the current schedule and cost estimate.
H. The Parties now desire to further amend the MOU as follows:
(a) Section 3.02(a) to reflect the new revenue service hourly rate of $\$ 175.78$, delete language referring to sending tickets to Amtrak, suspend VTA's reimbursement obligation under the JPA and set a fixed payment for the term covered by this Amendment, define Revenue Service Hours (RSH), and add WiFi cost;
(b) Section 5.01 to extend the MOU to September 30, 2017;
(c) Revise Exhibits B, C and D (Attached) to conform to the current schedule. cost

## Attachment A

estimate, and Revenue Service Hours (RSH); and (d) Add San Joaquin Joint Powers Authority (SJJPA) as a party to the MOU as successor to all interests held in this MOU by the California Department of Transportation, Division of Rail (Caltrans) as instructed at the May 28, 2015 meeting of the Parties; and, intend to release Caltrans of any further obligation included in this MOU and any of the amendments thereto.

## II. AMENDMENTS TO MOU

Now therefore, the MOU, as previously amended, is now further amended as follows:

1. Section 3.02 Hourly Rate and Annual Operating Costs, is amended to read:
a) Commencing October 1, 2016, the hourly service rate of $\$ 175.78$ shall be used to calculate the cost. See attached Exhibit C - Cost Estimate, which is incorporated herein by reference.
b) SJJPA will direct Amtrak to issue a purchase order in favor of METRO in accordance with the terms and conditions of this MOU in order to facilitate the compensation due to METRO pursuant to this MOU. METRO will invoice Amtrak monthly for shared service costs for each of the twelve months of the contract extension, and the shared service costs will be $\$ 12,136.44 /$ month, or $\$ 145,637.28 /$ year (October 2016 - September 2017). METRO will invoice Amtrak within 10 working days after the close of each month for the shared service costs for the preceding month.
c) VTA's reimbursement obligations under the November 11, 1999 JPA is temporarily suspended and this Amendment to the MOU shall set a fixed payment for the term covered by this Amendment to the MOU. The set fixed payment shall replace VTA's reimbursement obligation under the November 11, 1999 JPA as follows: VTA will reimburse METRO \$350,000 for one year of shared service costs, commencing on October 1, 2016 through September 30, 2017. METRO will invoice VTA monthly in the amount of $\$ 29,167$ for the shared costs for each of the twelve months of the contract extension. METRO will invoice VTA within 10 working days after the close of each month for the shared service costs for the preceding month.
d) METRO will not reduce the Revenue Service Hours (RSH) delivered below 21,500 annual RSH:
a. METRO currently schedules approximately 23,944 revenue service hours (RSH) annually. See attached Exhibit D, which is incorporated herein by reference.
b. With the Fall 2016 service reduction, METRO will schedule approximately $21,850 \mathrm{RSH}$ annually per Exhibit D.
c. Exhibit D provides details on the current and proposed RSH.
i. METRO will provide the following reduced Hwy 17 Express service:
2. 9 less weekday trips out of 64 daily one way trips
3. Maintaining 5 non-timetable Friday Specials
4. 2 less weekend trips out of 31 daily one way trips
5. Maintaining 6 Holidays
6. Maintaining weekday service to San Jose State University (SJSU)

## Attachment A

2. Section $3.05 \mathrm{Wi}-\mathrm{Fi}$ Costs, is added to read:
a) Currently, METRO has month-to-month Wi-Fi contracts with vendors on the Highway 17 buses for $\$ 50,520$ per year. This yearly amount may vary depending on the number of buses deployed for this bus service.
b) METRO and CCJPA (Amtrak) will follow the existing "Drop/Add
$\%$ Share" option of $26.5 \%$, to split the obligations to pay for the costs of Wi-Fi service on the buses:
3. METRO $-10.4 \%$
4. CCJPA (Amtrak) $-5.8 \%$
c) Extrapolating those percentages out for the anticipated year from, October 2016 through Sept 2017, Wi-Fi expenses of $\$ 50.520$ :
5. METRO - $41.6 \%(\$ 21,016)$
6. CCJPA (Amtrak) $-16.8 \%(\$ 8,487)$

ME'TRO will bill Amtrak $\$ 8,487$ once a year. VTA will not contribute to $\mathrm{Wi}-\mathrm{Fi}$ costs at this time.
3. Article V. Term and Termination, is amended to read:
5.01 The term of this MOU is from April 26, 2004 through September 30, 2017.
4. Revised Exhibits B and C, attached hereto, shall replace previous Exhibits B and C. Exhibit D, attached hereto, shall be added to the MOU. Exhibits B, C, and D are incorporated by reference as though fully set forth herein.
5. San Joaquin Joint Powers Authority (SJJPA) shall assume the rights and obligations of California Department of Transportation, Division of Rail (Caltrans) under this MOU, as instructed at the May 28, 2015 meeting of the Parties; and, the Parties, with the intent to release Caltrans of any further obligation included in this MOU and any of the amendments thereto, do hereby release Caltrans of any obligation under this MOU and any of the amendments thereto. By signing this Seventh Amendment, SJJPA agrees to be a signatory of the MOU.

## III. EFFECTIVENESS OF MOU

Except as set forth in this Amendment to the April 26, 2004 MOU , all remaining provisions of the MOU as amended, shall remain unchanged and in full force and effect.

## IV. AUTHORITY

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

## Attachment A

IN WITNESS THEREOF, this Seventh Amendment is executed by the Santa Cruz Metropolitan Transit District, the San Joaquin Joint Powers Authority, the Capitol Corridor Joint Powers Authority and the Santa Clara Valley Transportation Authority, the day and year first hereinabove written.

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (Santa Cruz METRO):

BY:


CEO/General Manager
Approved as to form:

BY:


SAN JOAQUIN JOINT POWERS AUTHORITY (SJJPA)

BY:


Executive Director

CAPITOL CORRIDOR JOINT PQWERS-AUTHORITY (CCJPA)
BY:


SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)

BY:


NURIAT. FERNANDEZ
General Manager
Approved as to form:
$B Y$ :


CALIFORYH DEPARTMENT OF TKANSPORTAION (CALTRANS)
BY:


BRUCE ROBERTS
Chief, Division of Rail

## Exhibit B

## 9-09A.Exhibit B. 1

## METRO Fares


$\begin{array}{llllllllllll}\text { Adult (age } 18 \text { and over) } & \$ 2 & \$ 6 & \$ 15 & \$ 32 & \$ 65 & \$ 27 & \$ 7 & \$ 14 & \$ 145 & \$ 94.50\end{array}$

Local Service In Santa Cruz County

Amtrak/Highway 17 Express

Youth (through age 17)
Discount Fare (Must present
Discount Photo ID, see page 7)
Child (less than 46 inches tall) $46^{\prime \prime}$ height is marked at bus entrance -

## C

Day 3-Day 7-Day 31-Day 15-Rid Cash Pass Pass Pass Pass Pass

| $\$ 2$ | $\$ 6$ | $\$ 15$ | $\$ 32$ | $\$ 65$ | $\$ 27$ | $\$ 7$ | $\$ 14$ | $\$ 145$ | $\$ 94.50$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |


| $\$ 2$ | $\$ 6$ | $\$ 15$ | $\$ 32$ | $\$ 48$ | $\$ 27$ | $\$ 7$ | $\$ 14$ | $\$ 145$ | $\$ 94.50$ |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |


| $\$ 1$ | $\$ 3$ | $\$ 7.50$ | $\$ 16$ | $\$ 32$ | $\$ 13.50$ | $\$ 3.50$ | N/A | N/A |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |

A limit of three children can ride FREE with a fare-paying passenger

## Pass and Transfer Details

Clipper cards are NOT honored, except those issued through VTA's Express Eco Pass program. Company ID required for use. Santa Cruz METRO Local Day Passes (Day, 3-Day, 7-Day, 31-Day) allow unlimited rides on Local Santa Cruz County routes (excluding Amtrak/Highway 17 Express).
Amtrak/Highway 17 Express Service:

- Day Passes (Day, 31-Day)
- Allow unlimited rides on ALL Santa Cruz METRO routes and Local VTA Services
- Discounts apply at the time of purchasing an Amtrak/Highway 17 Express Day Pass:
- pay only $\$ 11$ when you exchange your Discount local METRO Day Pass (credit \$3)
- pay only $\$ 8$ when you exchange your local METRO Day Pass (credit \$6)
- Highway 17 Express 15 -Ride Pass NOT honored on any VTA Service.
- Amtrak through-tickets to or from Santa Cruz are honored
- VTA Light Rail Transfers are issued by request ONLY with Highway 17 Express Cruz Pass
- UCSC student ID cards and other types of UCSC bus passes are NOT honored on Amtrak/Highway 17 Express Service
- Cabrillo College student ID cards are NOT honored on Amtrak/Highway 17 Express Service

Monterey Salinas Transit (MST) transfers are available from the Bus Operator (see page 72 for complete details).
Cash Fares: Please have exact change ready when boarding the bus. METRO Operators do not make change and will not provide cash refunds.

# Stay Connected 

 scmtd.com/connect

- Schedule By Stop: Today's Schedule at ANY Bus Stop or Transit Center via web or text message

Choose to receive email or text message alerts... or both!

## Exhibit B



Highway Highway 17 Express - Amtrak Thru
17 San Jose to Scotts Valley and Santa Cruz


[^0]*Amtrak San Joaquins Thruway Bus schedules are expected to change in October 2016. To confirm the schedule please visit AmtrakSanJoaquins.com or call 1-800-USA-RAIL.
o - Serves Scotts Valley Drive

Exhibit B

## Highwar Highway 17 Express - Amtrak Thruway

## Santa Cruz and Scotts Valley to San Jose



Service Notes: All arrival times after Cavaliaro Transit Center in Scotts Valley are approximate due to varying traffic conditions Some buses may hold up to 15 minutes for late Amtrak connections. We apologize for any inconvenience.
Weekend Service does not serve downtown San Jose.

[^1]Holiday Schedule on: New Year's Day. Memorial Day. Independence Day. Labor Day. Thanksgiving Day. Day after Thanksgiving. and Christmas Day.

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## Exhibit C

## EXHIBIT C

## Highway 17 Express Cost Estimate - as of Fall 2016 Service Change

| Cost Per Revenue Service Hour (FY15 NTD) | \$175.78 |
| :---: | :---: |
| Weekday Revenue Service (RSH)Hours (as of fall Bid |  |
| September - December 2016) | 68.75 |
| \# of Weekdays | 255 |
| Annual Weekday Hours | 17,531.25 |
| Friday Special RSH (Fall Bid September - December 2016) | 6.25 |
| \# of Fridays | 53 |
| Annual Friday Special RSH | 331.25 |
| Weekend/Holiday RSH (Fall Bid September - December |  |
| 2016) | 30.45 |
| \# of Weekend Days | 110 |
| Annual Weekend/Holiday Hours | 3,349.50 |
| Additional service: delays, late trips, peak demand | 5.80 |
| \# of Weekend Days | 110 |
|  | 638.00 |
| Total Annual Revenue Hours | 21,850.00 |
| Projected Annual Cost for Service | \$3,840,793 |
| Wi-Fi costs (FY16 costs) | \$ 50,520 |
| Projected Annual Cost for Service and Wi-Fi | \$3,891,313 |


| Cost Distribution Estimate |  |  |  |
| ---: | :---: | :---: | :--- |
| Highway 17 Fares | $46.93 \%$ | $\$ 1,826,000$ | - Projected FY17 budget as if 06/24/16 <br> -based on monthly amount as of $10 / 01 / 16$ |
| Amtrak | $3.74 \%$ | $\$ 145,637$ | - SJIPA paying $\$ 20 \mathrm{~K}$; AMTRAK paying residual <br> - based on $16.8 \%$ of "Drop/Add $\%$ Share" |
| Wi-Fi (Capital Corridor) | $0.22 \%$ | $\$ 8,487$ | option of FY16 Wi-Fi costs (10/01/15 email) |
| San Jose State | $0.77 \%$ | $\$ 30,000$ | - based on PO from FY16 |
| VTA | $8.99 \%$ | $\$ 350,000$ | - based on agreement from VTA - 0516 |
| Santa Cruz METRO | $39.35 \%$ | $\$ 1,531,189$ | - remaining costs of service |

## Exhibit D

## EXHIBIT D

## 9-09A.Exhibit D. 1

Highway 17 Express Scheduled Revenue Service Hours (RSH) as of Fall 2016 Service Change

Exhibit D

DATE: October 28, 2016

## TO: $\quad$ Board of Directors

FROM: Alex Clifford, CEO/General Manager

## SUBJECT: CONSIDERATION OF A CONTRACT AMENDMENT WITH THE LAW FIRM OF HANSON BRIDGETT IN AN AMOUNT NOT TO EXCEED \$150,000

## I. RECOMMENDED ACTION

That the Board of Directors Approve the Execution of a Contract
Amendment with Hanson Bridgett to increase the amount of the Contract for As-Needed Legal Services related to the Construction of the JKS
Operations Building in an amount not to exceed \$150,000

## II. SUMMARY

- The law firm of Hanson Bridgett has been providing Legal Services to Santa Cruz Metropolitan Transit District (METRO) for various legal matters over the past several years.
- This firm has been assisting District Counsel with legal issues related to the Judy K. Souza Operations Facility project since the award of the contract.
- While funds related to this proposed amendment exist in the Life of Project Budget related to the Project, these funds have not been added to the AsNeeded Services Contract with Hanson Bridgett.
- In order to provide sufficient funds to pay for Legal Services, including the payment of fees incurred by our retained experts, additional funds need to be added to the contract to assist with these constructions claims.


## III. DISCUSSION/BACKGROUND

In December of 2015, the Board of Director's authorized District Counsel to enter into a General Legal Services contract with the law firm of Hansen Bridgett. At that time, one of the projects that the firm was assisting METRO with was the JKS Operation Facility and related issues concerning claims and potential claims related to the project. In addition, the contract helped pay for legal services related to general matters to which District Counsel requested assistance.

Since entering into the contract, the need for additional services has become necessary. At the Board's last meeting in September, a \$50,000 contract was approved to provide Interim General Counsel services. The funds related to this purpose have been segregated in the Department 1700 budget for this purpose
alone, and the CEO/General Manager will enter into a stand alone agreement with Hansen Bridgett to provide these services.

However, additional funds are necessary in the As-Needed Legal Services contract to bring the above mentioned claims to a formal mediation to be held in February of 2017.

For this reason, it is requested that the Board of Directors find that it is in the best interests of METRO to move forward with a Contract Amendment with Hanson Bridgett in an amount not to exceed $\$ 150,000$ to continue representing the District in the assigned matter and authorize the CEO/General Manager to sign such an amendment.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

The additional $\$ 150,000$ has been accounted for in the JKS Operations Facility "Life of Project Budget." This amendment will have no fiscal impact on the FY17 budget.

## V. ALTERNATIVES CONSIDERED

- Do not approve the execution of a Contract Amendment with Hanson Bridgett. Staff does not recommend this option, as the continued legal representation by attorney with this firm is crucial to the ongoing matter at hand.
VI. ATTACHMENTS

Attachment A: Contract Amendment

Prepared By: Leslyn K. Syren, District Counsel

## VII. APPROVALS:

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


Approved as to fiscal impact:
Angela Aitken, Finance Manager
dk alow for AA

Alex Clifford, CEO/General Manager


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## FIRST AMENDMENT TO CONTRACT FOR LEGAL SERVICES

This First Amendment to Contract is made and entered into at Santa Cruz, California, as of December 22, 2015, by and between SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a public agency ("Santa Cruz METRO"), and, HANSON BRIDGETT LLP, ("ATTORNEY"), who agree as follows:

## 1. RECITALS

On December 22, 2015, Santa Cruz METRO and ATTORNEY executed a "Contract for Legal Services" in an amount not to exceed $\$ 200,000.00$, including any reimbursable expenses.

Both Parties wish to amend the Contract to increase the total amount of Consideration payable to ATTORNEY.

## 2. AMENDMENTS

The following paragraphs are amended, replaced and restated as follows:
2. Total Consideration is hereby amended to read as follows:

The total consideration payable to ATTORNEY may not exceed the sum of $\$ 350,000.00$, including any reimbursable expenses, during the two years after execution of this agreement. Thereafter, the parties may renew this agreement, including, increasing the total contract not to exceed sum.

This amount is established for Santa Cruz METRO's budgetary purposes and does not constitute a contractual commitment by Santa Cruz METRO to retain ATTORNEY to such an extent, nor a commitment by ATTORNEY to provide all required services within the amount so established. However, ATTORNEY may not provide services that are billable to Santa Cruz METRO in an amount exceeding the amount of the total consideration provided above unless approved in advance by written amendment to the Contract for Legal Services, dated October 16, 2015.

## 3. EFFECTIVE DATE

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

## 4. NOTICES

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

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

## Attachment A

$\begin{array}{ll}\text { ATTORNEY: } & \text { Julie Sherman, Esq. } \\ & \text { Hanson Bridgett, LLP } \\ & \text { 425 Market Street, 26 } \\ & \text { San Francisco, CA } 94402 \\ & \text { Phone: } \\ & \text { Fax: } \\ & \text { (415) } 995-5185 \\ & \text { Email: } \\ & \text { (isherman } 995 \text {-3592 }\end{array}$

## 5. ENTIRE AGREEMENT

This Amendment and the Contract dated October 16, 2015, including all exhibits and attachment, embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.

Executed as of the day first above stated.

HANSON BRIDGETT, LLP

By:
By:
Partner

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

By:
ALEX CLIFFORD
CEO/General Manager

Approved as to Content and Legal Form:

By:
LESLYN K. SYREN
District Counsel

DATE: October 28, 2016
TO: Board of Directors


FROM: Barrow Emerson, Planning and Development Manager

## SUBJECT: CONSIDERATON OF AUTHORIZING THE CEO TO EXECUTE A COOPERATIVE AGREEMENT FOR TRANSPORTATION COORDINATOR SERVICES WITH CABRILLO COLLEGE

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a Cooperative
Agreement for Transportation Coordinator Services with Cabrillo College

## II. SUMMARY

- Cabrillo College has established a student fee for use of Santa Cruz Metropolitan Transit District's (METRO) bus services.
- At their August 26, 2016 meeting, the METRO Board authorized a contract between METRO and Cabrillo College whereby METRO provides fixed-route transit services, funded by the student bus pass fee, which improves access to the campus.
- Cabrillo College has requested that METRO assign intern staff exclusively to Cabrillo to perform various on-campus Transportation Coordinator Services, which will enhance student METRO ridership and customer service.
- Cabrillo College and METRO have agreed upon a Cooperative Agreement (Attachment A) to outline the financial arrangement and Scope of Work (Exhibit A) for Transportation Coordinator Services.
- Cabrillo will reimburse METRO for its costs to provide these services from their student bus pass program funds.


## III. DISCUSSION/BACKGROUND

In the spring of 2016, through a student ballot measure, Cabrillo College students assessed themselves a transportation fee to be used to secure METRO services. This fee will provide \$790,070 to METRO for the 2016/17 school year (Fall and Winter semesters).
At the August 26, 2016 the METRO Board authorized a contract between METRO and Cabrillo College whereby METRO provides fixed-route transit services, funded by the student bus pass fee, which improves access to the campus and allowed METRO to maintain fixed-route bus services which would have otherwise have been eliminated in the fall 2016 service reduction.

Cabrillo College has requested that METRO assign intern staff exclusively to Cabrillo to perform various on-campus Transportation Coordinator Services which will enhance student METRO ridership and customer service.
Cabrillo will reimburse METRO for its costs to provide these services from the student bus pass program funds.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

Cabrillo College will reimburse METRO the full cost of the Transportation Coordinator Services, as set forth in the Cooperative Agreement.

## V. ALTERNATIVES CONSIDERED

An alternative option would be to not support Cabrillo College with Transportation Coordinator Services. This is not recommended by staff as the Transportation Coordinator Services will support Cabrillo College students needs and issues related to the bus services Cabrillo College has contracted with METRO for, which allowed METRO to retain services and bus operators.

## VI. ATTACHMENTS

# Attachment A: Cooperative Agreement for Transportation Coordinator Services between METRO and Cabrillo College <br> Exhibit A: Scope of work for Cabrillo College Student Transportation Program 

Prepared by: Barrow Emerson, Planning and Development Manager
VII. APPROVALS:

Approved as to fiscal impact:
Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager

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


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## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## COOPERATIVE AGREEMENT FOR TRANSPORTATION COORDINATOR SERVICES WITH CABRILLO COMMUNITY COLLEGE DISTRICT

This Cooperative Agreement (Agreement) for transportation coordinator services is made effective October 28, 2016 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California, hereinafter called "METRO", and Cabrillo Community College District, hereinafter called "College."

## I. RECITALS

1.01 Whereas METRO provides public transportation services throughout the County of Santa Cruz according to published schedules;
1.02 Whereas, the College has adopted a student bus pass fee for the 2016-17 school year, the revenue from which funds new regularly scheduled METRO Transit Services, which will also be open to the public, for students, faculty and staff of the College, to and from the College and throughout the County of Santa Cruz;
1.03 Whereas, the College desires that students, faculty and staff utilize the METRO Transit Service to the maximum extent possible;
1.04 Whereas, the College desires to effectively promote, monitor, and market these service to Cabrillo students, faculty, and staff to maximize ridership and meet the mobility needs of the College community;
1.05 Whereas, in order to achieve the goals set forth above, the parties have agreed that METRO will provide an intern (Transportation Coordinator) to work on the College initiatives set forth herein;
1.06 Whereas, the College will reimburse METRO for the costs of the Transportation Coordinator in the amount of \$20 per hour;
1.07 Whereas, the parties desire to set forth each of their respective duties and obligations with regard to the Transportation Coordinator program.

Now therefore, METRO and College agree as follows:

## II. SCOPE OF AGREEMENT

2.01 METRO will provide the Transportation Coordinator, who will be assigned exclusively to Cabrillo initiatives as set forth in Exhibit A, which may be amended by time to time by mutual agreement between the parties.
2.02 The College will provide a suitable workspace and general task direction (in coordination with METRO) for the Transportation Coordinator.

## Attachment A

2.03 The College will document and approve the Transportation Coordinator's bi-weekly timesheet for the purposes of reimbursing METRO for the Transportation Coordinator's services hereunder.
2.04 The intent of the parties is to have this Agreement cover College school year 2016-17, although either party can pursue renegotiation of features of the Agreement, with 120 days advance notice to the other party.
2.05 The Transportation Coordinator will meet regularly with METRO to monitor service and ridership, consider route and schedule adjustments, and identify other issues to be addressed. Such other issues identified as of the effective date of this Agreement include the following:
a. Technology - METRO desires to introduce "smart card" technology, which has the potential to improve the efficiency and accuracy of boarding data. METRO will discuss the College's participation in this initiative going forward.
b. Marketing - METRO is currently considering elimination/reduction of certain bus service. METRO appreciates this opportunity to work with the College to help sustain some of the bus service currently scheduled for elimination/reduction. In order to sustain this partnership and the College's support, METRO is committed to providing a service that meets the College's needs and is seen as a benefit to the College community. METRO looks forward to shared marketing/advertising efforts, which inform students, faculty and staff about the primary benefits of the program, including:

- Individual financial savings
- Opportunity to contribute to environmental goal of greenhouse gas reduction
- Freeing up time to study, relax, work, etc. by not having to drive


## III. REIMBURSEMENT FOR COSTS

3.01 College will reimburse/pay METRO \$20 per hour from the Student Bus Pass Program funding for providing the Transportation Coordinator to the College.
3.02 METRO will invoice College for METRO costs on a monthly basis, beginning October 31, 2016 through June 30, 2017, which is the expiration of the initial Agreement period. The METRO invoices will reflect the Transportation Coordinator's bi-weekly timesheet.

Prior to July 1, 2017, METRO and the College will meet to discuss extending the Transportation Coordinator services set forth herein, including establishing the funding, costing and reimbursement methodology for a possible year two of this Agreement, which term would be from July 1, 2017 to June 30, 2018.

## IV. TERM AND TERMINATION

4.01 The initial term of this Agreement shall be from October 28, 2016 through June 30, 2017 . This Agreement may be renewed for succeeding periods by mutual agreement of the parties, by execution of written amendments.

Either party may terminate this Contract with 30 days advance notice in writing to the other party.

## V. NOTICES

5.01 Any notice, request, instruction, or other document deemed by either Party to be necessary or desirable to be given to the other Party shall be in writing and may be given by personal delivery to a representative of the Parties at the address below or by mailing the same, addressed as follows:

## COLLEGE:

Cabrillo College
6500 Soquel Drive, Bldg 2030
Aptos, CA 95005
Attention: Director of Purchasing, Contracts, Risk Management \& Auxiliary Services
METRO:
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060
Attention: CEO/General Manager

## VI. MUTUAL INDEMNITY

6.01 College agrees to indemnify, save harmless and defend METRO, its directors, officers, agents and employees from legal liability of any nature or kind on account of any claim for damages to property or personal injuries to or death of person or persons incurred by reason of any act, or failure to act, of the College, its directors, officers, agents, and employees, or any of them, in performing any duties required by this Agreement, unless such claims arise out of the sole negligence of METRO, its directors, officers, agents, or employees.
METRO agrees to indemnify, save harmless and defend the College, its directors, officers, agents, and employees from legal liability of any nature or kind on account of any claim for damages to property or personal injuries to or death of person or persons incurred by reason of any act, or failure to act, of METRO, its directors, officers, agents, and employees, or any of them, in performing any duties required by this Agreement, unless such claims arise out of the sole negligence of the College, its directors, officers, agents, or employees.

## VII. COLLEGE REQUIRED INSURANCE PROVISIONS

7.01 METRO Insurance. At all times while providing or performing Services under this Agreement, the METRO shall obtain and maintain the policies of insurance described in this Section. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the METRO while providing or performing Services in connection in or about the College shall be as set forth in Section 8.07, below. Policies of insurance required of the METRO will be accepted by the College only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.
7.02 Workers Compensation and Employers Liability Insurance. METRO shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation,

## Attachment A

disability benefit and other similar employee benefit acts may be liable. METRO shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by METRO. The Employer's Liability Insurance required of METRO hereunder may be obtained by METRO as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.
7.03 Commercial General Liability and Property Insurance. METRO shall purchase and maintain Commercial General Liability and Property Insurance as will protect METRO from the types of claims set forth below which may arise out of or result from METRO's Services under this Agreement and for which METRO may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than METRO's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance applicable to METRO's obligations under this Agreement. College shall be endorsed as an additional insured to METRO's commercial general liability insurance policy.
7.04 Subcontractors’ Insurance. Each Subcontractor providing or performing a portion of the Services or obligations of the METRO under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the METRO's Subcontractors shall conform to the standards or requirements set forth in Section 2.6.
7.05 Policy Endorsements; Evidence of Insurance. METRO shall deliver to the College Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the College. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified or canceled without at least thirty (30) days advance written notice to the College.
7.06 The following sentence shall be included in the additional insured endorsements:
"Cabrillo Community College District, its Governing Board, as individuals and as an entity, its officers, directors, employees, agents, and volunteers, are hereby named as additional insured, with respect to all work performed by or on behalf of the named insured under its contract with the Certificate Holder."
7.07 METRO's Insurance Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by METRO and each of its Subcontractors are:

Workers Compensation In accordance with applicable law
$\begin{array}{ll}\text { Employers Liability }\end{array} \$ 1,000,000$
(Injury or Death and Property Damage)
Commercial General Liability (including Bodily
Injury or Death and Property Damage)

| Per Occurrence | $\$ 2,000,000$ |
| :---: | ---: |
| Aggregate | $\$ 4,000,000$ |
| Automobile Liability - Bodily Injury or Death |  |
| Per Occurrence | $\$ 2,000,000$ |

## VIII. MISCELLANEOUS PROVISIONS

8.01 In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys’ fess to be fixed by the court. The "prevailing party" shall be the party that is entitled to recover its costs of suit, whether or not the suit proceeds to find judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.
8.02 This Agreement, together with all subordinate and other documents incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties hereto. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby.
8.03 College represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Agreement.
8.04 College and METRO shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group or persons in any manner prohibited by Federal, State or local laws.
8.05 College and METRO agree to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally assisted programs
8.06 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
8.07 College shall not assign or transfer any interest in this Agreement without prior, written consent of METRO. Any attempted assignment or transfer shall be void.
8.08 METRO shall not assign or transfer any interest in this Agreement without prior, written consent of College. Any attempted assignment or transfer shall be void.
8.09 Time is of the essence in this Agreement.
8.10 Each party to this Agreement shall maintain books, accounts, records and data related to this Agreement in accordance with applicable state and federal requirements and shall maintain those books, accounts, records and data for three (3) years after the termination of this Agreement. For the duration of the Contract and for a period of three years thereafter, either party's representatives and representatives of the United States Department of Transportation, the Controller General of the United States and the Auditor General of the State of California shall have the right to examine these books, accounts, records. data and other information relative to this Contract for the purpose of auditing and verifying statements, invoices, bills and revenues pursuant to this Contract.
8.11 College agrees to submit to METRO any and all advertising, sales promotion, and other publicity matter relating to any METRO Transit service wherein METRO's name is mentioned or language used from which the connection of METRO's name therewith may, within reason, be inferred or implied. College further agrees not to publish or use any such advertising, sales promotion, or publicity matter without the prior written consent of the METRO.
8.12 METRO agrees to submit to College any and all advertising, sales promotion, and other publicity matter relating to any College Transit service wherein College's name is mentioned or language used from which the connection of College's name therewith may, within reason, be inferred or implied. METRO further agrees not to publish or use any such advertising, sales promotion, or publicity matter without the prior written consent of the College.
8.13 Each party has full power and authority to enter into and perform this Agreement and the persons signing this agreement on behalf of each party has been properly authorized to enter into it. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

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

SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

BY:
Alex Clifford
CEO/General Manager

## CABRILLO COLLEGE

BY:
Michael Robins
Director of Purchasing, Contracts, Risk
Management \& Auxiliary Services
Governing Board Authorized Contract
Signer on Behalf of the Governing
Board
Cabrillo Community College District

Approved as to form:

Gale Stevens
District Buyer

## Exhibit A

## Cabrillo College Student Transportation Program

PROGRAM BACKGROUND AND DESCRIPTION: The ASCC Student Senate proposed a transportation fee of $\$ 40$ per student per semester ( $\$ 20$ for summer session) be collected from all students during spring 2016 student body elections. A total of 1,029 students voted. The Transportation Fee passed with 548 (53\%) votes in favor and 481 (46 \%) opposing the measure. The fee provides each student with a semester bus pass valid seven days a week through Santa Cruz Metro's bus service throughout Santa Cruz County, including routes that transfer to the Monterey-Salinas Transit system. This fee will be assessed to all students, with the only exceptions being students who are part of the Stroke Center and also those who are online-only students. Students will also have the option to appeal the fee through the admissions and records appeals petition form.

The initial contract period is 22 months, through June 2018. Cabrillo and Santa Cruz METRO will collaborate to monitor the bus service, ridership and revenue to make the appropriate adjustments to implement a successful transportation program for Cabrillo students and to maintain a balanced budget. The contract provides the opportunity to recover from incorrect income projections within the contract year by lowering expenditures for the spring semester in order to assure a balanced budget

METRO and Cabrillo College agree that it would be mutually beneficial to engage a transportation coordination consultant or intern to oversee the program on behalf of both parties to ensure successful implementation, monitor the program and address program needs. Cabrillo hopes that METRO could provide and intern or professional consulting services to fulfill this role, under an additional contract for independent contractor services.

## TRANSPORTATION COORDINATOR SCOPE OF WORK:

1. Outreach to Cabrillo groups (classes, clubs, athletes, organizations, programs, etc) to educate campus on transportation fee and program.
2. Coordinate joint marketing campaigns with METRO and Cabrillo, including oversee the contracted production of marketing materials.
3. Design, coordinate and tabulate survey data that gathers information on program needs and efficiency.
4. Refer appropriate press or public inquiry to supervisor, but be available to answer individual questions by phone and email.
5. Monitor transportation program to ensure it serves student needs as best possible.
6. Maintain budget and track expenditures/transactions.
7. Be an active member of Cabrillo's transportation committee to review student concerns, complaints and appeals.
8. Schedule and organize meetings/events as necessary.
9. Support planning and coordination of transportation program and its activities.
10. Support implementation of transportation policies and practices.
11. Keep updated records and create reports or proposals.
12. Assist in the development of short and long term plans for transportation program, monitor progress and evaluate performance.
13. Coordinate transportation related activities, resources, and information.
14. Liaise with students to identify and define project requirements, scope and objectives.
15. Act as the point of contact and communicate program status adequately to supervisor.
16. Create and maintain comprehensive project documentation, plans and reports.

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santa cauz METRO The board of directors proudly presents this
CERTIFICATE OF APPRECIATION
MARIA P. HERNANDEZ
CUSTOMER SERVICE REPRESENTATIVE The board of directors proudly presents this
CERTIFICATE OF APPRECIATION

(1)

SANACRIN METRO

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# VERBAL PRESENTATION ONLY 

## state legislative update

 Josh Shaw of Shaw, Yoder \& Antwih11.1

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# VERBAL PRESENTATION ONLY 

FEDERAL LEGISLATIVE UPDATE

Chris Giglio of Capital Edge
12.1

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# VERBAL PRESENTATION ONLY 

## COA UPDATE

Barrow Emerson, Planning and Development Manager

13.1

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# SUBJECT: BUS STOP SIGNAGE BRANDING REDESIGN WITH UNIQUE 4-DIGIT STOP ID 

## I. RECOMMENDED ACTION

> That the Board of Directors approve the proposed Bus Stop Signage
> Branding Redesign and Replacement Campaign on all active bus stops

## II. SUMMARY

- All Santa Cruz Metropolitan Transit District (METRO) bus stops are posted with two distinct types of signage (stickers):
o A blue reflective 12"x12" permanent branding sticker identifying it as a METRO bus stop; and,
o Multiple route schedule information stickers, replaced whenever information expires, for each combination of routes served by that stop.
- This campaign is focused on a one-time replacement of the permanent 12 "x12" branding sticker to accomplish two complementary goals at once:
o Replace an outdated 3-color design which has NOT been updated for more than 15 years with a contemporary full-color design; and,
o Incorporate a 4-digit Stop ID unique to each bus stop, which ties to Schedule By Stop, METRO's web and text message services for current schedule information, launched as a pilot program mid-June 2016 and ready for full activation. (See Section III and Attachments for design.)
- There are numerous benefits to posting METRO bus stops with their unique ID:
o A customer at any bus stop can follow instructions on the signage to use Schedule By Stop on their phone via browser or text message.
o Without the displayed Stop ID and instructions, customers may not know Schedule By Stop is available, and can't as easily use the service.
o A customer calling METRO's Customer Service can identify their location by Stop ID (instead of trying to explain which bus stop they are at) so the representative can efficiently use Schedule By Stop on their behalf.
o METRO Road Supervisors and Operators, and outside agencies such as Law Enforcement, can submit more accurate stop-related incident reports and/or maintenance requests based on a Stop ID.
o METRO Facilities Staff can easily and accurately respond to bus stop maintenance requests when accurately identified.
- METRO staff is requesting that the Board approve this proposed Bus Stop Signage Redesign and Replacement Campaign.


## III. DISCUSSION/BACKGROUND

All METRO bus stops are posted with two distinct types of signage (stickers):

- A blue reflective 12 "x12" permanent branding sticker identifying it as a bus stop; and,
- Multiple route schedule information stickers, replaced whenever information expires, for each combination of routes served by that stop.


## Route Schedule Information Background

Since at least 2000 to present, METRO has maintained a high standard for bus stop schedule signage that provides all the information necessary to walk up to any stop and ride. As a courtesy to riders, signage spans across as many 12 "x24" metal sign plates as required (from 1 to 6 plates) to display every School-Term (ST) calendar, route map and route schedule for each unique weekday/weekend and outbound/inbound combination of routes that each bus stop serves.
In 2010, bus stop signage materials were upgraded from silk-screened black and white vinyl stickers, to full-color laminated stickers, at a higher unit cost but providing a more durable and better quality color presentation, requiring less frequent weathering and vandalism replacement.
Each time METRO issues changes to service, a portion of expired bus stop route information must be replaced at significant expense and staff time.
During the recent Fall Service Reduction (September 8, 2016), METRO conducted a system-wide campaign to replace all expired bus stop schedule information signage (stickers) on all of the more than 900 active bus stops, also posting special Stop Discontinued signage where needed, reducing number of active bus stops to 850.
The complete sticker replacement cost required for the Fall Service Reduction was $\$ 12,500$. The cost per service change will range broadly from $\$ 3,000$ to $\$ 8,000$ or more, depending on the size and number of routes targeted during each service change. Sticker replacement is the unpredictable element that makes print budget planning difficult.

Staff research has found no peer agencies that post similarly detailed signage at every bus stop, but staff does not at this time propose to disrupt this long standing amenity which METRO riders are presently accustomed to.
At a future date, allowing sufficient time for widespread public adoption of the Schedule By Stop services provided by the proposed signage, staff will gauge public readiness and may propose removal and discontinuation of all routespecific schedule signage. Based on the facts described above, this would reduce print expenses anywhere from $\$ 10 \mathrm{~K}$ to $\$ 20 \mathrm{~K}$ annually. It would also save considerable staff time per service changes throughout the year, in both producing and deploying replacement stickers for expired route schedules.

## Branding Signage Campaign

In researching peer agency bus stop signage, it is clear that notably absent from METRO bus stop signage is a unique stop ID which ties each bus stop to the agency's website and/or text messaging services for current schedule information. (See Attachment A for proposed bus stop signage design.)
To meet this need, the METRO IT Department has collaborated with the Planning and Operations Departments to develop and launch a web and text message service we've branded as:
Schedule By Stop: Today's Schedule at ANY Bus Stop or Transit Center
Summary and History of Schedule By Stop:

- Developed in-house from January to June by METRO's IT Department to BOTH search for any stop or transit center, and provide the schedule at that location.
- Based on the same data METRO continues to provide to Google Maps Trip Planner and Map information.
- Featured on the cover of last Summer's Headways (See Attachment B) to promote it as a pilot project, facilitating further testing and improvement from feedback received.
- Promoted as of Fall Service in all Transit Center display case posters to show customers how to use it to see current departures on all lanes.
- Promoted as of Fall Service on METRO's website and interior bus ads, under the brand Stay Connected (scmtd.com/connect) which promotes Schedule By Stop in tandem with route Subscriber Alerts notification via web and text message.
o Total subscribers to date have grown by $29 \%$ (2,300+) since this time last year. (See Attachment C.)
- METRO Customer Service Representatives have been trained to use it to assist customers by phone and in person; and, in turn, help customers learn to use it.
- The IT Department has collaborated closely with local experts in electronic accessibility to continue to improve its utility for visually impaired riders using assistive devices, adding features to find the nearest bus stops and provide Google walking directions from their current location to any bus stop.


## IV. FINANCIAL CONSIDERATIONSIIMPACT

- Replacing this permanent sticker is a one-time expense (not subject to service change replacement), aside from damage replacement.
- Website design and software development, transit center display case poster design, and sticker designs have all been performed in-house by the METRO IT Department at no external design cost.
- Funding for all bus stop sticker printing, including this proposal, will be provided from FY17 Cost Center 1300 - Customer Service, Account 504215 - Printing budget
- One full set (850) of proposed unique branding stickers is quoted at $\$ 11,100$ (including tax) with our current print vendor.
- Since each branding sticker is stop-specific (no longer generic for all stops), replacement stickers for damage at individual bus stops will be printed singly as needed at a unit cost of $\$ 12$ with the current print vendor.


## V. ALTERNATIVES CONSIDERED

Do nothing. Staff does not recommend this action. METRO will have missed both an opportunity to give a much needed graphic design refresh to all bus stop branding signage, and to provide the numerous public benefits of a unique stop ID which activates the full potential of the Schedule By Stop web and text message services.

## VI. ATTACHMENTS

$$
\begin{array}{ll}
\text { Attachment A: } & \text { Proposed Bus Stop Signage Redesign } \\
\text { Attachment B: } & \text { "Schedule by Stop" Summer Headways Promotion } \\
\text { Attachment C: } & \text { "Stay Connected" Fall Promotion Interior Bus Ad }
\end{array}
$$

Prepared By: Harlan Glatt, Sr. Database Administrator
VII. APPROVALS:

Isaac Holly, IT Manager


Approved as to fiscal impact:
Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager

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


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Attachment A Redesign Prototype Sample Bus Stop \#1046 BEFORE



Attachment A

## PHOTO OF CURRENT DESIGN TO BE REPLACED

(streaks are caused by glare from photo of glossy sticker)
Santa Cruz METRO Branding Sticker (12" x 12")
Printed on 3 M reflective material, hi-gloss, but not anti-graffiti laminate

## BUS STOP



METRO


No Smoking within 50 Feet of the
Bus Stop


Prohibido Fumar Dentro de 15 Metros (50 Pies) de la Parada del Autobus

## Attachment A

> SAMPLE OF REDESIGN
> (sign bolt is shown in grey at top) Santa Cruz METRO Branding Sticker (12" x 12") Printed on 3M reflective material with anti-graffiti laminate.

Note: In the November Board meeting, staff will propose an update of our current 2007 No-Smoking policy to modify "within 40 ' of bus stop" to the adhere to the CNG bus regulations of "within 50' of any bus stop" as shown in these sticker designs.

Link to No-Smoking policy: http://scmtd.com/images/department/legal/policies/no_smoking_policy.pdf



Schedule By Stop
Today's Schedule at this Location via web or text message

Horario por Parada
Horario de Hoy en este lugar via internet o mensaje de texto

## scmtd.com/stop/1046

Or Text Message "SCM 1046" to 468-311

- Use a "space" between scm and 1046
- Message and data rates may apply


## Clifford Ave \& Lassen Way


scmtd.com/es/parada/1046
O Mensaje de Texto "SCM 1046" to 468-311

- Use un "espacio" entre scm y 1046
- Cargos de mesaje y data pueden aplicar


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Summer Service: June 16 - September 7, 2016 - Servicio de Verano: junio 16 - septiembre 7, 2016 BUS RIDER'S GUIDE GUÍA PARA VIAJEROS
See Todmy's schedule at Any
Bus Stop or Transit Center
Vea el Horario de Hoy en cualquier Parada de Autobús o Centro de Tránsito:


## Attachment B

## A Note from the CEO

As this issue of Headways goes to press, we are still working through the public process toward finalizing all the difficult decisions of a major Fall Service Reduction. First of all I want to thank all of you who participated in our public process. It does make a difference.

At a tough time like this, we are excited to have something positive to offer our riders, by introducing a game-changing feature of our website that answers the seemingly simple question we hear the most:


## "What is today's schedule at my specific stop or transit center lane?"

Route maps and timetables are the foundation of all transit services, but with over 900 METRO bus stops to choose from throughout Santa Cruz County, riding the system sometimes requires a best guess as to where your desired stop exists at or between Time Point columns of a schedule, as well as properly identifying the correct inbound/outbound schedule to use on weekdays, weekends and holidays.

To solve this challenge, METRO IT, Planning, and Operations departments have collaborated on a pilot project called Schedule By Stop, a stop-centric view of "today's" schedule, based on the same data we provide to Google Transit for their transit trip plans.

We invite you to try it out at http://Scmtd. com/stop (or choose Routes: Schedule By Stop from our website's top menu). Use any browser (desktop, tablet, or mobile) to choose from several ways to quickly search for ANY bus stop or Transit Center (including search for stops nearest your current geo-location). This may quickly become your preferred reference.

Once a bus stop or transit center lane is selected, the page displays the scheduled or approximate times of all routes serving that location all day long, as well as optional trip detail showing ALL stops that each trip will make from there all the way to the destination.

As you use this new feature of our website, you will become familiar with each bus stop's unique 4-digit ID, and transit center lanes identified with acronyms such as "SCMC1" (Santa Cruz Metro Center - Lane 1).

Subject to Board approval, METRO will post this unique Bus Stop ID and related links and information on all of our bus stops and at all transit center lanes in the near future, in order to realize the full benefit of the Schedule By Stop service.

## SMS Text Messaging Alternative to Smart Phones

Everyone is different. Some riders have no mobile phone at all, some have a smart phone with a web browser, but a cell phone with texting is the most common by far. Even those with smart phones may have limited data plans and prefer text sometimes, especially where data reception is low. Those with cell phones can simply text "SCM XXXX" (where XXXX is an actual stop ID) to the number "468-311" (message and data rates may apply). You will receive a 160-character limit reply of the most essential and immediate schedule information.
The success of this pilot program will be dependent upon your feedback.
Please share your thoughts and suggestions by completing a brief survey at:

## http://scmtd.com/survey



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DATE: October 28, 2016

## TO: Board of Directors

FROM: Robyn D. Slater, Human Resources Manager

## SUBJECT: APPROVAL OF REVISED CLASS SPECIFICATIONS AND RETROACTIVE WAGE SCALES FOR POSITIONS WITHIN THE FINANCE, FLEET AND OPERATIONS DEPARTMENTS

## I. RECOMMENDED ACTION

That the Board approve revised class specifications as required by the Service Employees International Union (SEIU) Memorandum of Understanding (MOU) as well as retroactive adjustments to wage scales for positions within the Finance, Fleet and Operations Departments

## II. SUMMARY

- In December 2015, SEIU requested reclassification studies/wages surveys for several positions in the Finance department in accordance with Article 8.7.1 of the Memorandum of Understanding (MOU).
- Staff revised the class specifications for the Accounting Specialist, Sr. Accounting Technician, and Payroll Accounting and Support Specialist (recommended title change to Sr. Payroll Specialist).
- After the class specifications were clompeted, staff conducted a wage survey for the above class specifications.
- In December 2015, SEIU requested a wage survey for another position within the Finance Department, the Financial Analyst career ladder, in accordance with Article 8.2.3 of the SEIU MOU.
- Since all the positions reviewed are in the Finance, Fleet and Operations Departments, staff is including class specifications and wage range recommendations for all the positions studied in one report.
- As required by MOU language, any wage adjustments will be retroactively applied to "the first day of the first pay period of the following July 1 (December request)".
- The wage scale adjustments made for the positions included in this report created a compaction issue with the wage scale for the Assistant Finance Manager.
- An adjustment was required to maintain the percentage difference between the highest paid represented position and the Assistant Finance Manager wage scale.
- Staff recommends that the Board approve revised class specifications as required by the Service Employees International Union (SEIU) Memorandum of Understanding (MOU) as well as retroactive adjustments to wage scales for positions within the Finance, Fleet and Operations Departments.


## III. DISCUSSION/BACKGROUND

In December 2015, SEIU exercised its options under two Articles within the MOU. Article 8.7.1 requires METRO to perform a reclassification study for a career ladder specified by SEIU. The reclassification was conducted for several positions in the Finance Department. Incumbents completed the necessary Job Description Questionnaires and it was determined that the classifications did not reflect the current duties and responsibilities and were therefore revised (see Attachments A-C). Per Article 8.2.3, SEIU requested a wage survey only for one class specification, the Sr. Financial Analyst, which did not include a revision of the class specification.

Once agreement was reached on the class specifications, the agreed-upon agencies for wage studies for all the class specifications were surveyed. The agencies surveyed included: City and County of Santa Cruz, Contra Costa County Transit Authority, Golden Gate Transit, Monterey Salinas Transit (MST), Riverside Transit, San Joaquin Regional Transit Authority, Santa Barbara Transit and Santa Clara Valley Transit Authority (VTA).

After a meet and confer with the SEIU, the following proposal is recommended:

1. Change the title of "Payroll Accounting Support Specialist" to "Sr. Payroll Specialist"
2. Within the current career ladder of "Payroll Specialist/Payroll \& Benefits Coordinator", replace "Payroll \& Benefits Coordinator" with "Sr. Payroll Specialist"
3. The revised career ladders will be as follows:
a. Accounting ladder:
i. Accounting Clerk
ii. Accounting Technician
iii. Sr. Accounting Technician
iv. Accounting Specialist
b. Payroll ladder:
i. Payroll Specialist
ii. Sr. Payroll Specialist
c. Financial ladder:
i. Financial Analyst
ii. Sr. Financial Analyst

Language in the MOU requires wage surveys to be completed within six (6) months and any wage adjustments to occur in the first pay period in July. The class specification revisions and subsequent wage survey exceeded the six (6) month time limit. The unions agreed to the extension since the contract language insured employees would not be adversely affected by the delay and both parties agreed that achieving an excellent product required more time.

The wage scale adjustments made for the Finance positions created a compaction issue with the wage scale for the Assistant Finance Manager.

An adjustment was required to maintain the percentage difference between the highest paid represented position and the Assistant Finance Manager wage scale.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

The required funding in the amount of $\$ 68 \mathrm{~K}$ in FY 17 and $\$ 69 \mathrm{~K}$ in FY 18 will be included in the revised FY17 and FY18 Operating budget within the Labor \& Fringe account of the Finance Department later this year.

## V. ALTERNATIVES CONSIDERED

- Do nothing. Staff does not recommend this option. Class specifications that accurately reflect the job responsibilities of each position are required. Continuing to pay under market may make it difficult for METRO to recruit and retain talented personnel.
- Approve class specification changes, but not the wage adjustments. Staff does not recommend this option. Continuing to pay under market value may make it difficult for METRO to recruit and retain talented personnel.


## VI. ATTACHMENTS

Attachment A: Accounting Specialist Class Specification
Attachment B: Sr. Accounting Technician Class Specification

# Attachment C: Sr. Payroll Specialist Class Specification <br> Attachment D: Revised SEIU-SEA Salary Schedules <br> Attachment E: Revised Management Pay Rate Schedules 

Prepared By: Suzanne Silva, Assistant HR Manager

## VII. APPROVALS:

Robyn D. Slater
Human Resources Manager


Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager

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


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## ACCOUNTING SPECIALIST

## DEFINITION

Under direction, performs technical accounting activities including maintenance of the general ledger, reconciliations, prepares and maintains accounting records and reports; processes accounts receivable; and performs related work as required.

## DISTINGUISHING CHARACTERISTICS

Accounting Specialist is a single, journey level classification, and operates independently with only occasional supervision. Incumbent is expected to perform duties with judgment and accuracy. Accountant I is the first professional classification in the series.

## EXAMPLES OF DUTIES

- General Ledger

Maintains the general ledger including reconciling balance sheet accounts and documenting and reconciling revenue and expense accounts; Maintains financial statements including consolidated and departmental reports for expenses and revenue; Prepares, enters and posts journal entries into accounting softwareincluding the payroll journal; Runs weekly merge for both Accounts Receivable and Accounts Payable to flow into the General Ledger; Closes books for month-end, including G/L and other financial reports; Assists with year-end reporting.

- Reconciliations

Reconciles the general ledger cash balance to the County Treasurer's cash balance, including analyzing and taking appropriate action to resolve variances; Reconciles the general ledger accounts; Reconciles Accounts Payable bank balance by researching and resolving any outstanding checks that have not been cashed; Maintains all Check Journals (account for all checks issued, voided, second check requested, etc.); Reconciles the monthly check register for the Board of Director's report; Processes all returned checks and takes follow up action as needed; Organizes, records, and retains the weekly Bank Deposit recaps from MetroCenter and resolves discrepancies as needed.

- Accounts Receivable

Prepares all billings-including tenants (utilities, pest control, late charges, etc.), advertising, unions, revenue, and other miscellaneous receivables as needed; Collects late payments; Runs monthly statements for Accounts Receivable

## Attachment A

customers; Prepares Consumer Price Index adjustments for revenue and tenant customers as needed, along with appropriate notification.

- Deposits

Balances all checks and cash to the receipts log for accuracy; Contacts Bank for Fares Sweep and write check; Prepares Affidavit and Record of Deposit from County weekly or as needed; Maintains monthly record of all cash receipts and wire deposits; Runs reports from the County Treasury website in accordance with established procedures; Pulls Board of Equalization Sales Tax wire information from website each month.

- Miscellaneous Accounting Duties

Assists in compiling financial data for projects as assigned; Assists in the monetary petty cash count and safe contents count at MetroCenter; Provides semi-annual fund balances and transactions for the Grants/Legislative Analyst; Assists Legal department by entering and processing claims; Develops documentation of procedures.

## EMPLOYMENT STANDARDS

## Knowledge of:

- Accounting methods, forms and techniques.
- Mathematical concepts necessary to make calculations for the required accounting transactions (arithmetic, ratios, fractions and percentages)
- Recordkeeping and filing methods and systems
- English grammar, punctuation, spelling and usage
- Basic costing and budgetary accounting practices.
- Financial reporting and statement preparation.
- Office procedures and practices.
- The relationships among accounting records and documents for recording and reporting purposes
- Internal controls and other public accounting principles


## Ability to:

- Perform mathematical calculations including fractions, ratios and percentages
- Operate 10-key calculator by touch.
- Use standard office equipment.
- Recognize and resolve accounting problems, and reconcile differences within the accounting record.
- Perform a variety of technical accounting and ledger assignments.
- Prioritize work and work independently.
- Use the District's computer hardware and software in the performance of job duties.


## Attachment A

- Develop pertinent accounting and related data in the preparation of reports and statements.
- Establish and maintain cooperative working relationships with the public and co-workers


## Training and Experience

Any combination of training and experience equivalent to:
An Associates Degree accounting or a related field from an accredited postsecondary institution, and two years experience of full time bookkeeping or clerical accounting experience.

Additional related experience beyond the required experience may be substituted for the educational requirement on the ratio of one and one-half (1.5) years of experience for each (1) year of education

## Physical/Mental Requirements

Work is performed in an office setting with frequent time pressures. While performing the duties of this job the employee should be expected to Constantly: Sit for long periods of time; grasp items using hands; perform functions with fine finger dexterity; see. Occasionally: stand, talk, may be required to lift up to 10 pounds (assisted); push/pull, carry, reach above head, and kneel; crouch; drive between work locations.

## Special Requirements

- Possession of a valid California driver's license or ability to obtain one.


## FLSA Status

Non-exempt
Union
SEIU - SEA

Established 12/1994
Revised 06/2016

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# Attachment B 

## SR. ACCOUNTING TECHNICIAN

## DEFINITION

Under supervision, the Sr. Accounting Technician performs difficult and varied clerical accounting work such as compiling, verifying, and summarizing moderately complex financial and statistical data from a wide variety of sources. This includes a variety of functions in all areas of accounting, including accounts payable, accounts receivable, cash receipts, fixed assets, insurance, revenue, general ledger, tax filings, and budgeting; processes and maintains administrative and financial records and files; carries out complex and highly responsible technical accounting assignments; and related duties as assigned. Duties are performed in accordance with established practices and policies.

## DISTINGUISHING CHARACTERISTICS

The Sr. Accounting Technician is the advanced journey-level class and is responsible for the most complex financial records and budget accounts. The Sr. Accounting Technician requires the application of advanced accounting principles and techniques and exercises of greater judgment and discretion. The Sr. Accounting Technician may act as lead to the Accounting Technician.

## EXAMPLES OF DUTIES

- Accounts Payable

Reviews and matches invoices, receiving reports, and purchase orders to support payment and reconcile discrepancies; Pays invoices for which payment is approved while exercising good judgment;Ensures that self assessed sales tax requirements have been met; Processes emergency check requests; Prepares off-cycle checks; Obtains required signatures from management for cash requests from the County Treasury in accordance with established procedures; Provides information to departments, contractors/vendors, and others; Develops and delivers technical training of Accounts Payable (A/P) and budget tracking procedures to external department staff

- Accounts Receivable

Collects cash and processes and/or deposits cash receipts; Prepares a variety of accounting documents including vouchers, deposit slips, simple journal entries from templates, etc.; Receives and codes cash receipts; makes deposit to the bank; enters cash receipts information into system; Reviews and processes petty cash reimbursements; Processes Accounts Receivable invoices into financial system for reimbursement and reconciles to reports; Performs department petty cash and Ticket Vending Machine (TVM) audits

## Attachment B

- Insurance

Coordinates and monitors insurance policies for properties under contract with Santa Cruz METRO; Researches contracts and leases to ensure that required endorsements are received and updated; Reviews insurance expirations and may prepare tenant insurance billing statements for payment; Maintains vehicle insurance database

- Tax Filing

Assembles and prepares tax documents, including annual Internal Revenue Service (IRS) 1099-Miscellaneous forms; Prepares State Board of Equalization filings;
Maintains IRS required documentation, including vendor W-9's in financial system to assure accurate 1099 reporting at year end

- Administrative \& Financial Records

Makes computations and prepares statistical summaries and reports; Researches and summarizes information relating to accounting activities; Distributes financial reports and other department materials; Researches, extracts, and compiles data for reports and other documents; Codes information for entry into computer records and other systems; Updates and maintain department regulations and policy manuals; Reviews contracts, accounts, statements, or payments, to verify accuracy or compliance; Validates expenditures against the department budget and provides notification to department if overbudget; Retains required records in accordance with regulations and provides for proper destruction; Records and monitors tenant lease payments; Maintains and track all travel expenses and advances; Posts information to ledgers, account books, accounting worksheets

## EMPLOYMENT STANDARDS

## Knowledge of:

- Accounts payable invoice packets, flow of payables, and account receivables
- Financial accounting terminology and methods, including advanced bookkeeping practices and procedures
- Creating and using spreadsheets, data bases, financial software, and performing calculations
- Intermediate mathematics
- General customer service skills
- Standard office administrative practices and procedures, including recordkeeping systems and the operation of common office equipment such as scanners, calculators, copy machines, facsimiles, and personal computers (with common software including word processing, data base, spreadsheet, and financial software)


## Ability to:

- Perform mathematical computations
- Learn and apply Santa Cruz METRO policies and procedures
- Check and balance documents, maintain accounts payable/receivable, and cash receipts


## Attachment B

- Learn and apply departmental control and procedures pertaining to the clerical maintenance of varied sets of budget accounts
- Exercise discretion when handling materials, records, files, and other sensitive information
- Reconcile transactions to eliminate errors in recordkeeping
- Maintain attention to detail and accuracy while meeting critical deadlines
- Understand and follow oral and written directions
- Organize work, set priorities, and adjust to frequently changing priorities
- Learn specialty software programs specific to the department
- Establish and maintain effective working relationships with those contacted in the course of work
- Design, prepare and maintain moderately complex financial or statistical data and records
- Gather and compile information
- Prepare accurate accounting reports and summaries
- Analyze accounting data and complex agreements


## Training and Experience:

Any combination of training and expertise equivalent to completion of:
Three (3) years of progressively responsible full-time bookkeeping, financial record keeping, accounts payable/receivable experience, OR

Two (2) years and two years successful performance as an Accounting Technician
(Education equivalent to completion of a one (1) year Certificate of Proficiency in accounting from a community college may be substituted for one year of the required work experience)

## Physical/Mental Requirements

Work is performed in an office setting with frequent time pressures. While performing the duties of this job the employee should be expected to Continuously - must be able to see, hear and communicate verbally; Frequently: required to sit, twist (at the waist and the neck); bend (at the waist and the neck); grasp items using hands; perform functions with fine finger dexterity for the use of a computer keyboard/data entry; Occasionally: may be required to drive; stoop, stand, walk, kneel, crouch, may be required to lift up to 20 pounds (assisted); push/pull, carry, reach above head, and kneel.

## Other

Valid California Driver's License

## FLSA Status

Non-exempt

## Union

SEIU - SEA
Established 01/1999
Revised 06/2016

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## Attachment C

## SR. PAYROLL SPECIALIST

## DEFINITION

Under general supervision, performs the full range of duties related to timekeeping, payroll preparation, processing and confirmation functions for the timely and accurate completion of payroll for all Santa Cruz METRO employees; may provide work direction and assistance to other timekeepers and Payroll Technicians, and may participate in special payroll or accounting-related projects as assigned.

## DISTINGUISHING CHARACTERISTICS

The Sr. Payroll Specialist requires the application of advanced payroll and accounting skills and principles to ensure appropriate public disclosure and accountability. Work involves the knowledge of payroll laws and regulations, internal labor agreements, generally accepted accounting principles, and Santa Cruz METRO financial management practices and procedures.

The Payroll Specialist is limited to processing payroll for a single bargaining unit and/or one department.

## EXAMPLES OF DUTIES

- Payroll Processing

Coordinates and processes payroll related transactions for all Santa Cruz METRO employees, including processing timekeeping and payroll documents; Receives and reviews payroll information submitted by other departments, all authorized documents pertaining to pay change notices or status changes, and enters changes into payroll contractors system; Applies labor contract provisions related to overtime rules, and other special pay categories; Responds to questions from employees, supervisors and managers and payroll contractor regarding timekeeping, direct deposit, accruals, and other and payroll issues; Requests and collects payroll documents, trust warrants, and paychecks from the payroll contractor; communicates with the payroll contractor and internal departments.

## - Analysis

Works with IT to maintain system integrity, troubleshoot technical issues and test the payroll system after configuration changes or updates; Prepares and electronically submits all payroll documents to payroll contractor, corrects errors prior to export, communicates with contractor on payroll issues, questions, deadlines, and procedures.

## Attachment C

- Auditing and Recordkeeping

Audits and processes timekeeping records for accuracy, makes correcting entries, coordinates with other Santa Cruz METRO departments regarding timekeeping rules and procedures; Maintains, monitors, audits payroll records and reports including accruals related to leave time for multiple types of leave categories, compiles and distributes reports to Santa Cruz METRO department managers; Maintains payroll records, reviews absence tracking information and reports, and makes adjustments as required.

- Administrative

Utilizes and maintains procedures for electronic payroll timekeeping system, reviews payroll procedures and recommends changes, recommends solutions to problems and provides timekeeping system training; Utilizes office equipment, various computer software programs to include accounting, purchasing, spreadsheets and databases in the performance of job duties; Creates memorandums for distribution regarding changes or updates in payroll processing information; Provides training and guidance to timekeepers and other administrative support as needed.

## EMPLOYMENT STANDARDS

## Knowledge of:

- Payroll processes and procedures.
- Taxable and non-taxable compensation principles.
- Payroll system testing processes.
- Principles and practices of accounting and financial record keeping procedures.
- Business correspondence, formats, report writing and proper business English usage, punctuation, grammar and spelling.
- Principles and practices of Fair Labor Standards Act (FLSA), and other related payroll laws and regulations.
- State laws for recordkeeping related to payroll processing.
- Software needed for job performance and general office skills (e.g. Microsoft office).


## Ability to:

- Perform intermediate mathematical calculations (arithmetic, ratios, fractions and percentages) and quickly and accurately.
- Computerized spreadsheets, word processing, accounting programs, and presentation software.
- Perform mathematical calculations quickly and accurately.
- Oral and written communication skills sufficient to complete paperwork, and effectively communicate with customers and co-workers.
- Design, prepare and compile reports and information.
- Operate calculator, computer and other standard office equipment.
- Recognize and resolve accounting problems, and reconcile differences within the accounting record.
- Organize work, set priorities, work independently, and exercise sound judgment within established guidelines


## Attachment C

- Maintain confidentiality of materials, records, files, and other privileged information.
- Research data and prepare narrative, financial, and statistical reports.
- Establish and maintain cooperative working relationships with METRO departments, employees, and others encountered in the course of work
- Understand, explain and apply METRO, state and federal rules, regulations, laws and policies
- Use a 10 key calculator by touch.
- Type accurately and at a reasonable rate of speed.


## Training and Experience

Any combination of training and experience equivalent to an Associates degree in Accounting or related field from an accredited post-secondary educational institution, and one year of full-time payroll experience.

Additional related experience beyond the required experience may be substituted for the educational requirement on the ratio of one and half (1.5) years of experience for each (1) year of education.

## Special Requirements

Valid California Driver's License

## Physical/Mental Requirements

Work is performed in an office setting with frequent time pressures. While performing the duties of this job the employee should be expected to: Constantly: required to sit, use hands to grasp, handle or feel objects or controls, or make movements requiring finger dexterity (i.e., keyboard, 10-key, and use a computer mouse); Visual abilities required include close vision, distance vision, and the ability to adjust focus. Frequently: Talk, hear, reach above head, twist (at the waist and the neck); bend (at the waist and the neck); Occasionally: may be required to lift up to 10 pounds; push/pull, carry, balance, climb, kneel; crouch; and drive between work locations.

## FLSA Status: Non-exempt

## Union: SEIU SEA

Created: 07-2011 (Payroll Accounting \& Support Specialist)
Revised: 10-2016 (Sr. Payroll Specialist)

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Date

Step 2: $\$ 27.80+\$ 1.39=\$ 29.19(6 \mathrm{~L})$
Step 3: $\$ 27.80+2 \times \$ 1.39=\$ 30.58$ ( 6 LL )
( 10 Years)
Calculation Method:
Step 1: Calculate $5 \%$ of

品


Effective June 16, 2016




$\underset{\sim}{\sim} \underset{\sim}{\infty} \underset{\sim}{\sim} \underset{\sim}{\sim}$




|  | Step 1 | Step 1 1 | Step 1 LL | Step 2 | Step 2 L | Step 2 LL | Step 3 | Step 3 | Step 3 LL | Step 4 | Step 4L | Step 4 LL | Step 5 | Step 5 L | Step 5 LL | Step 6 | Step 61 | Step 6 LL |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SR ACCOUNTING TECHNICIAN * | 24.17 | 25.38 | 26.59 | 25.38 | 26.65 | 27.92 | 26.65 | 27.98 | 29.31 | 27.98 | 29.38 | 30.78 | 29.38 | 30.85 | 32.32 | 30.85 | 32.39 | 33.93 |
| SR CUSTOMER SERVICE REP | 21.01 | 22.06 | 23.11 | 22.07 | 23.17 | 24.27 | 23.17 | 24.33 | 25.49 | 24.32 | 25.54 | 26.76 | 25.51 | 26.79 | 28.07 | 26.82 | 28.16 | 29.50 |
| SR FAC MAINT WKR | 23.76 | 24.95 | 26.14 | 24.91 | 26.16 | 27.41 | 26.14 | 27.45 | 28.76 | 27.42 | 28.79 | 30.16 | 28.74 | 30.18 | 31.62 | 30.18 | 31.69 | 33.20 |
| SR FINANCIAL ANALYST** | 37.43 | 39.30 | 41.17 | 39.30 | 41.27 | 43.24 | 41.27 | 43.33 | 45.39 | 43.33 | 45.50 | 47.67 | 45.50 | 47.78 | 50.06 | 47.77 | 50.16 | 52.55 |
| SR IT TECH | 26.06 | 27.36 | 28.66 | 27.40 | 28.77 | 30.14 | 28.72 | 30.16 | 31.60 | 30.16 | 31.67 | 33.18 | 31.70 | 33.29 | 34.88 | 33.27 | 34.93 | 36.59 |
| SR PAYROLL SPECIALIST * | 26.39 | 27.71 | 29.03 | 27.71 | 29.10 | 30.49 | 29.10 | 30.56 | 32.02 | 30.55 | 32.08 | 33.61 | 32.08 | 33.68 | 35.28 | 33.68 | 35.36 | 37.04 |
| SR SYS ADMIN | 37.64 | 39.52 | 41.40 | 39.50 | 41.48 | 43.46 | 41.49 | 43.56 | 45.63 | 43.59 | 45.77 | 47.95 | 45.76 | 48.05 | 50.34 | 48.06 | 50.46 | 52.86 |
| SR SAFETY SPECIALIST | 37.64 | 39.52 | 41.40 | 39.50 | 41.48 | 43.46 | 41.49 | 43.56 | 45.63 | 43.59 | 45.77 | 47.95 | 45.76 | 48.05 | 50.34 | 48.06 | 50.46 | 52.86 |
| SR TRANS PLANNER | 31.27 | 32.83 | 34.39 | 32.84 | 34.48 | 36.12 | 34.49 | 36.21 | 37.93 | 36.20 | 38.01 | 39.82 | 38.02 | 39.92 | 41.82 | 39.92 | 41.92 | 43.92 |
| SUPERVISOR OF REVENUE COLLECTIONS | 27.73 | 29.12 | 30.51 | 29.16 | 30.62 | 32.08 | 30.64 | 32.17 | 33.70 | 32.16 | 33.77 | 35.38 | 33.75 | 35.44 | 37.13 | 35.43 | 37.20 | 38.97 |
| SYS ADMIN | 32.53 | 34.16 | 35.79 | 34.13 | 35.84 | 37.55 | 35.86 | 37.65 | 39.44 | 37.64 | 39.52 | 41.40 | 39.50 | 41.48 | 43.46 | 41.49 | 43.56 | 45.63 |
| TICKET \& PASS PROGRAM SPECIALIST | 19.64 | 20.62 | 21.60 | 20.64 | 21.67 | 22.70 | 21.66 | 22.74 | 23.82 | 22.77 | 23.91 | 25.05 | 23.89 | 25.08 | 26.27 | 25.08 | 26.33 | 27.58 |
| TRANSIT SURVEYOR | 16.67 | 17.50 | 18.33 | 17.56 | 18.44 | 19.32 | 18.42 | 19.34 | 20.26 | 19.31 | 20.28 | 21.25 | 20.31 | 21.33 | 22.35 | 21.32 | 22.39 | 23.46 |
| TRANSPORT PLAN AID | 22.29 | 23.40 | 24.51 | 23.40 | 24.57 | 25.74 | 24.56 | 25.79 | 27.02 | 25.82 | 27.11 | 28.40 | 27.09 | 28.44 | 29.79 | 28.46 | 29.88 | 31.30 |
| TRANSPORT PLANNER | 29.78 | 31.27 | 32.76 | 31.27 | 32.83 | 34.39 | 32.84 | 34.48 | 36.12 | 34.49 | 36.21 | 37.93 | 36.20 | 38.01 | 39.82 | 38.02 | 39.92 | 41.82 |
| VEH SERV DETAILER | 19.27 | 20.23 | 21.19 | 20.21 | 21.22 | 22.23 | 21.20 | 22.26 | 23.32 | 22.24 | 23.35 | 24.46 | 23.33 | 24.50 | 25.67 | 24.47 | 25.69 | 26.91 |
| VEH SERV TECHNICIAN | 21.20 | 22.26 | 23.32 | 22.24 | 23.35 | 24.46 | 23.33 | 24.50 | 25.67 | 24.47 | 25.69 | 26.91 | 25.64 | 26.92 | 28.20 | 26.94 | 28.29 | 29.64 |
| VEH SERV WKR I | 16.66 | 17.49 | 18.32 | 17.47 | 18.34 | 19.21 | 18.31 | 19.23 | 20.15 | 19.21 | 20.17 | 21.13 | 20.18 | 21.19 | 22.20 | 21.18 | 22.24 | 23.30 |
| VEH SERV WKR II | 18.34 | 19.26 | 20.18 | 19.27 | 20.23 | 21.19 | 20.21 | 21.22 | 22.23 | 21.20 | 22.26 | 23.32 | 22.24 | 23.35 | 24.46 | 23.33 | 24.50 | 25.67 |

$\mathrm{L}=10$ Years Longevity ( $5 \%$ ); $\mathrm{LL}=15$ Years Longevity ( $5 \%+5 \%$ )



## Article $\mathbf{1 0 . 2}$ Longevity <br> "

TRO shall compensate an employee with longevity increments as follows:
$5 \%$ of the base salary after ten (10) years of continuous service.
An additional $5 \%$ of the base salary after fifteen (15) years of continuous service." Article 10.2 Longevity

Tentative Agreement

Article 10.1 Pay Rates
Agree to pay scales as provided above.



Tentative Agreement
"METRO shall compensate an employee with longevity increments as follows:
$5 \%$ of the base salary after ten (10) years of continuous service.
An additional $5 \%$ of the base salary after fifteen (15) years of continuous service."


[^2]An additional 5\% of the base salary after fifteen (15) years of continuous service."
Article 10.1 Pay Rates
Agree to pay scales as provided above.
Step 2: Base Step $+5 \%$ of the Base (as calculated in Step 1) to calculate L ( 10 Years)
Step 3: Base Step $+2 \times 5 \%$ of the Base (as calculated in Step 1) to calculate LL (15 Years)
Example:
Step 1: Bas
Step 1: Base Rate $=\$ 28.36 ; 5 \%$ of the Base Rate $=\$ 28.36 \times 0.05=\$ 1.42$
Step 2: $\$ 28.36+\$ 1.42=\$ 29.78(6 \mathrm{~L})$
Step 3: $\$ 28.36+\$ 1.42+\$ 1.42=\$ 31.20$ (6LL)
Effective June 15, 2017


Calculation Method:

Step 1: Calculate $5 \%$ of the Base (Base Step $\times 0.05$ )
Step 1: Base Rate $=\$ 28.36 ; 5 \%$ of the Base Rate $=\$ 28.36 \times 0.05=\$ 1.42$ $+2$


# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT MANAGEMENT PAY RATE SCHEDULES 

FY17 - Effective June 16, 2016
FY18 - Effective June 15, 2017
FY19 - Effective June 14, 2018

Board Adopted - October 28, 2016

15E. 1
MANAGEMENT
HOURLY RATES SCHEDULE

## CEO/General Manager

 District Counsel Chief Operations Officer Operations Manager Finance ManagerPlanning and Development Manager Marketing, Communications and Customer Service Manager Purchasing Manager Asst. Manager of Information Technology Assistant Finance Manager Fixed Route Superintendent
Paratransit Superintendent Facilities Maintenance Manager

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\end{array}
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\begin{gathered}
\text { MANAGEMENT } \\
\text { YEARLY SALARY SCHEDULE }
\end{gathered}
$$

15E. 3



















Effective 06/16/2016 (FY17)
Revised as of 01/22/2016 for District Counsel
Revised as of $09 / 01 / 2016$ for Human Resources Manager
Revised as of $10 / 28 / 2016$ for Assistant Finance Manager CEO/General Manager Title
District Counsel
Chief Operations Officer
Operations Manager
Maintenance Manager
Finance Manager
Planning and Development Manager
Human Resources Manager
Information Technology Manager
Marketing, Communications and Customer Service Manager Marketing, Communications and Customer Service Manager
Purchasing Manager Purchasing Manager
Senior Database Administrator Asst. Manager of Information Technology Assistant Finance Manager
Assistant HR Manager Fixed Route Superintendent
Paratransit Superintendent
Project Manager
Facilities Maintenance Manager
Database Administrator
Safety, Security and Risk Manager
Assistant Superintendent

15E. 4



















$\stackrel{\otimes 1}{10}$
CEO/General Manager
District Counsel*
Chief Operations Officer
Operations Manager
Maintenance Manager
Maintenance Manager
Finance Manager
Planning and Development Manager Human Resources Manager
Information Technology Manager
 Purchasing Manager

> Asst. Manager of Information Technology Assistant Finance Manager

[^3]15E. 5

$$
\begin{gathered}
\text { MANAGEMENT } \\
\text { YEARLY SALARY SCHEDULE }
\end{gathered}
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Effective 06/15/17 (FY18)
Revised as of 01/22/2016 for District Counsel
Revised as of o9//1/2016 for Human Resources Manager
Revised as of $10 / 28 / 2016$ for Assistant Finance Manager
Title
CEO/General Manager
CEO/General Manager
District Counsel*

Marketing, Communications and Customer Service Manager
Purchasing Manager

## Senior Database Administrator <br> Asst. Manager of Information Technology

 Assistant Finance Manager Assistant HR Manager Fixed Route Superintendent Paratransit Superintendent Project Manager Facilities Maintenance Manager Database Administrator Safety, Security and Risk Manager Assistant Superintendent Executive Assistant







15E. 7



















$\stackrel{\text { 훌 }}{1}$
CEO/General Manager
District Counsel*
Chief Operations Officer
Operations Manager
Maintenance Manager
Finance Manager
Planning and Developmen
Planning and Development Manager
Human Resources Manager
Information Technology Manager
 Purchasing Manager $\qquad$ Assistant Finance Manager

[^4]15E. 8







MANAGEMENT
YEARLY SALARY SCHEDULE









| Effective 06/14/18 (FY19) | MANAGEMENT <br> YEARLY SALARY SCHEDULE |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Revised as of 01/22/2016 for District Counsel Revised as of 09/01/2016 for Human Resources Manager Revised as of 10/28/2016 for Assistant Finance Manager |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Title | Step 1 | Step 1L | Step 14 | Step 2 | Step 2 L | Step 2 Li | Step 3 | Step 3 L | Step 3 LL | Step 4 | Step 4L | Step 4LL | Step 5 | Step 5L | Step 5LL | Step 6 | Step 6L | Step 6 L |
| CEO/General Manager | 179,358 | 188,323 | 197,288 | 188,323 | 197,746 | 207,168 | 197,725 | 207,605 | 217,485 | 207,626 | 218,005 | 228,384 | 218,005 | 228,904 | 239,803 | 228,925 | 240,365 | 251,805 |
| District Counsel* | 163,571 | 171,746 | 179,920 | 171,746 | 180,336 | 188,926 | 180,336 | 189,363 | 198,390 | 189,342 | 198,806 | 208,270 | 198,806 | 208,749 | 218,691 | 208,770 | 219,211 | 229,653 |
| Chief Operations officer | 119,517 | 125,486 | 131,456 | 125,486 | 131,768 | 138,050 | 131,768 | 138,362 | 144,955 | 138,362 | 145,288 | 152,214 | 145,288 | 152,547 | 159,806 | 152,568 | 160,202 | 167,835 |
| Operations Manager | 108,638 | 114,067 | 119,496 | 114,088 | 119,787 | 125,486 | 119,808 | 125,798 | 131,789 | 125,798 | 132,080 | 138,362 | 132,101 | 138,715 | 145,330 | 138,694 | 145,621 | 152,547 |
| Maintenance Manager | 108,638 | 114,067 | 119,496 | 114,088 | 119,787 | 125,486 | 119,808 | 125,798 | 131,789 | 125,798 | 132,080 | 138,362 | 132,101 | 138,715 | 145,330 | 138,694 | 145,621 | 152,547 |
| Finance Manager | 108,638 | 114,067 | 119,496 | 114,088 | 119,787 | 125,486 | 119,808 | 125,798 | 131,789 | 125,798 | 132,080 | 138,362 | 132,101 | 138,715 | 145,330 | 138,694 | 145,621 | 152,547 |
| Planning and Development Manager | 108,638 | 114,067 | 119,496 | 114,088 | 119,787 | 125,486 | 119,808 | 125,798 | 131,789 | 125,798 | 132,080 | 138,362 | 132,101 | 138,715 | 145,330 | 138,694 | 145,621 | 152,547 |
| Human Resources Manager | 108,638 | 114,067 | 119,496 | 114,088 | 119,787 | 125,486 | 119,808 | 125,798 | 131,789 | 125,798 | 132,080 | 138,362 | 132,101 | 138,715 | 145,330 | 138,694 | 145,621 | 152,547 |
| Information Technology Manager | 97,864 | 102,752 | 107,640 | 102,752 | 107,890 | 113,027 | 107,910 | 113,298 | 118,685 | 113,318 | 118,976 | 124,634 | 118,955 | 124,904 | 130,853 | 124,904 | 131,144 | 137,384 |
| Marketing, Communications and Customer Service Manager | 97,864 | 102,752 | 107,640 | 102,752 | 107,890 | 113,027 | 107,910 | 113,298 | 118,685 | 113,318 | 118,976 | 124,634 | 118,955 | 124,904 | 130,853 | 124,904 | 131,144 | 137,384 |
| Purchasing Manager | 97,864 | 102,752 | 107,640 | 102,752 | 107,890 | 113,027 | 107,910 | 113,298 | 118,685 | 113,318 | 118,976 | 124,634 | 118,955 | 124,904 | 130,853 | 124,904 | 131,144 | 137,384 |
| Senior Database Administrator | 87,485 | 91,853 | 96,221 | 91,894 | 96,491 | 101,088 | 96,470 | 101,296 | 106,122 | 101,317 | 106,392 | 111,467 | 106,330 | 111,654 | 116,979 | 111,654 | 117,229 | 122,803 |
| Asst. Manager of Information Technology | 87,485 | 91,853 | 96,221 | 91,894 | 96,491 | 101,088 | 96,470 | 101,296 | 106,122 | 101,317 | 106,392 | 111,467 | 106,330 | 111,654 | 116,979 | 111,654 | 117,229 | 122,803 |
| Assistant Finance Manager | 94,515 | 99,237 | 103,958 | 99,258 | 104,229 | 109,200 | 104,208 | 109,429 | 114,650 | 109,429 | 114,899 | 120,370 | 114,899 | 120,640 | 126,381 | 120,661 | 126,693 | 132,725 |
| Assistant HR Manager | 81,765 | 85,862 | 89,960 | 85,842 | 90,126 | 94,411 | 90,126 | 94,640 | 99,154 | 94,619 | 99,341 | 104,062 | 99,382 | 104,354 | 109,325 | 104,333 | 109,554 | 114,774 |
| Fixed Route Superintendent | 81,765 | 85,862 | 89,960 | 85,842 | 90,126 | 94,411 | 90,126 | 94,640 | 99,154 | 94,619 | 99,341 | 104,062 | 99,382 | 104,354 | 109,325 | 104,333 | 109,554 | 114,774 |
| Paratransit Superintendent | 81,765 | 85,862 | 89,960 | 85,842 | 90,126 | 94,411 | 90,126 | 94,640 | 99,154 | 94,619 | 99,341 | 104,062 | 99,382 | 104,354 | 109,325 | 104,333 | 109,554 | 114,774 |
| Project Manager | 81,765 | 85,862 | 89,960 | 85,842 | 90,126 | 94,411 | 90,126 | 94,640 | 99,154 | 94,619 | 99,341 | 104,062 | 99,382 | 104,354 | 109,325 | 104,333 | 109,554 | 114,774 |
| Facilities Maintenance Manager | 79,456 | 83,429 | 87,402 | 83,450 | 87,630 | 91,811 | 87,610 | 91,998 | 96,387 | 91,978 | 96,574 | 101,171 | 96,595 | 101,421 | 106,246 | 101,421 | 106,496 | 111,571 |
| Database Administrator | 75,566 | 79,352 | 83,138 | 79,373 | 83,346 | 87,318 | 83,346 | 87,506 | 91,666 | 87,485 | 91,853 | 96,221 | 91,894 | 96,491 | 101,088 | 96,470 | 101,296 | 106,122 |
| Safety, Security and Risk Manager | 75,566 | 79,352 | 83,138 | 79,373 | 83,346 | 87,318 | 83,346 | 87,506 | 91,666 | 87,485 | 91,853 | 96,221 | 91,894 | 96,491 | 101,088 | 96,470 | 101,296 | 106,122 |
| Assistant Superintendent | 68,307 | 71,718 | 75,130 | 71,739 | 75,317 | 78,894 | 75,317 | 79,082 | 82,846 | 79,102 | 83,054 | 87,006 | 83,034 | 87,194 | 91,354 | 87,194 | 91,562 | 95,930 |
| Executive Assistant | 64,002 | 67,205 | 70,408 | 67,205 | 70,574 | 73,944 | 70,574 | 74,110 | 77,646 | 74,090 | 77,792 | 81,494 | 77,813 | 81,702 | 85,592 | 81,723 | 85,800 | 89,877 |

15E. 9







MANAGEMENT
MONTHLY SALARY SCHEDULE




















15E. 10

FROM: Robyn D. Slater, Human Resources Manager

## SUBJECT: RECLASSIFICATION OF ADMINISTRATIVE ASSISTANT WITHIN THE PURCHASING DEPARTMENT TO ADMINISTRATIVE SPECIALIST

## I. RECOMMENDED ACTION

That the Board of Directors accept the recommendation to reclassify one incumbent in the Purchasing Department from an Administrative Assistant to an Administrative Specialist classification

## II. SUMMARY

- In December 2015, in accordance with Article 8.7.1 of the Memorandum of Understanding (MOU), an Administrative Assistant in the Purchasing Department asserted her duties were more closely aligned with an Administrative Specialist and requested a Classification Study
- Staff reviewed incumbent's duties in the current classification of Administrative Assistant and compared them against those in the Administrative Specialist classification.
- After evaluating all the materials submitted, it was determined that the work being allocated to the incumbent exceeds the scope of the Administrative Assistant class specification. The work performed would be more appropriately classified at the Administrative Specialist classification.
- Staff recommends that the Board of Directors accept the recommendation to reclassify one incumbent in the Purchasing Department from an Administrative Assistant to an Administrative Specialist classification and fund the position within the Purchasing Department.


## III. DISCUSSION/BACKGROUND

On December 31, 2015, in accordance with the SEIU MOU, Article 8.7.1, the Administrative Assistant in the Purchasing Department submitted an individual reclassification request. The incumbent asserted her duties were aligned more appropriately with those of an Administrative Specialist, which is an advanced journey-level class in the administrative job family.

Since the incumbent identified a classification that currently exists within Santa Cruz Metropolitan Transit District (METRO), completion of a Job Description Questionnaire was not essential.

After evaluating all the materials submitted and consulting with the Purchasing Manager, it was determined that the work assigned to the current incumbent exceeds the scope of the current classification, and is more closely aligned to that of the Administrative Specialist classification.

The duties currently performed by the incumbent are necessary for optimum functioning of the Purchasing Department.

Staff recommends that the Board of Directors accept the recommendation to reclassify one incumbent in the Purchasing Department from an Administrative Assistant to an Administrative Specialist classification and fund the position within the Purchasing Department.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

The required funding of $\$ 7,000$ in FY 17 and $\$ 4,000$ in FY 18 will be included in the FY17 and FY18 Revised Operating budget within the Labor \& Fringe account of the Purchasing Department later this year.

## V. ALTERNATIVES CONSIDERED

- Stop having the incumbent perform work at a higher classification. Staff does not recommend this option as the incumbent assists the Purchasing Manager in preparing and reviewing contracts, monitoring performance and other critical tasks.
- Do nothing. Staff does not recommend this option, as the incumbent has been performing at the higher classification and has extensive knowledge of METRO policies, procedures, and industry standards. Additionally, the skilllevel is needed within the department to perform the work required of the Purchasing Department.

Prepared By: Suzanne Silva, Assistant HR Manager

## VI. APPROVALS:

Robyn D. Slater, HR Manager


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


Approved as to fiscal impact:
Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


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DATE: October 28, 2016
TO: Board of Directors
FROM: Mike Rotkin, Legal Services Board Ad Hoc Committee Chair

## SUBJECT: REQUEST TO ISSUE A FORMAL REQUEST FOR PROPOSALS FOR CONTRACTED LEGAL SERVICES FOR GENERAL COUNSEL AND OTHER LEGAL SUPPORT SERVICES

## I. RECOMMENDED ACTION

That the Board of Directors approve restructuring METRO Legal Services and authorize the Purchasing Manager to issue a formal Request for Proposals for General Counsel and other Legal Support Services.

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) requires professional General Counsel and other legal support services to provide advice and interpretation of public law as it applies to METRO. Such information may involve federal and state laws, as well and state and local statutes and ordinances.
- METRO's current in-house District Counsel has notified the Board of Directors (Board) of her intent to retire.
- On September 23, 2016, the Board approved the creation of a Board Legal Services Ad Hoc Committee to meet, discuss and develop a Legal Services recommendation for the full Board to consider.
- The Legal Services Ad Hoc Committee, made up of Board Directors Ed Bottorff, John Leopold, and Mike Rotkin, met to discuss how to proceed with legal services. The Ad Hoc Committee recommends that the Board consider proceeding with a Request for Proposals (RFP) for General Counsel and other legal support services.


## III. DISCUSSION/BACKGROUND

METRO currently has in-house legal services provided by District Counsel. District Counsel has notified the Board of her intent to retire. METRO's CEO requested an opportunity to propose an alternate legal services approach. The Board approved at its September meeting the creation of a Board Legal Services Ad Hoc Committee to develop a recommendation for the full Board to consider. The committee met on September 23, 2016, following the Board meeting, and reviewed information the CEO presented relative to how other transit properties in the small to mid-size category handle their legal services. The information
reviewed included fifteen California transit properties and three cities within Santa Cruz County.

The Legal Services Ad Hoc Committee's recommended approach is to contract with a large law firm that would provide a dedicated General Counsel, as well as a bench of in-house specialized expertise. This would provide for assistance with routine business matters, as well as access to specialized services on an as-needed basis. The intent of the contract pricing structure would be to establish a retainer that will cover all the normal and routine day-to-day required legal services, and pricing for fee-based legal services.

The proposed reporting structure would be as follows:


The contracted General Counsel will report directly (solid line) to the METRO Board of Directors. Additionally, the General Counsel will have a matrix (dotted line) reporting relationship to the CEO, who will provide assignments and oversee and supervise the General Counsel on all day-to-day routine legal tasks, deliverables and the timely attainment of task deadlines.

Further, in order to ensure the preservation of METRO's Paralegal's certification, the contracted General Counsel will provide direction and supervision of the legal work of the Paralegal under a matrix (dotted-line) reporting relationship. If this recommendation is approved by the Board, the CEO will also work with the SEIU to determine if the employee will remain in the current Paralegal position or move to another position.

The Ad Hoc Committee is recommending the above restructuring of Legal Services and issuance of a formal Request for Proposals for General Counsel and other Legal Support Services.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

The contracted legal support services budget at the fifteen transit properties interviewed ranged from $0.13 \%-1.44 \%$ of the Agency's operating budget.

Funding for this contract would come from the remaining 6 months of the FY17 budget for District Counsel, which includes District Counsel salary and benefits and outside legal support services. The total annual FY17 budget for District Counsel and outside legal support services is $\$ 361,000$. The current FY18 budget for Legal Services will be adjusted as needed, depending on the outcome of the RFP process and Board award.

## V. ALTERNATIVES CONSIDERED

- The Board could decide to stay with the current Legal Services model and hire a replacement in-house counsel.


## VI. ATTACHMENTS

Attachment A: Authorizing Resolution
Attachment B: Proposed Scope of Work

Prepared By: Erron Alvey, Purchasing Manager

## VII. APPROVALS:

Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


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

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

# RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ <br> METROPOLITAN TRANSIT DISTRICT AUTHORIZING THE PURCHASING MANAGER TO SOLICIT PROPOSALS FOR GENERAL COUNSEL AND OTHER LEGAL SUPPORT SERVICES 

WHEREAS, the Santa Cruz Metropolitan Transit District has a need for General Counsel and Other Legal Support Services;

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

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

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

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District this $28^{\text {th }}$ day of October, 2016 by the following vote:

AYES: Directors -
NOES: Directors -

ABSTAIN: Directors -
ABSENT: Directors -

## Approved:

Mike Rotkin, Board Chair

## Attachment A

Resolution No.
Page 2

## Attest:

Alex Clifford, CEO/General Manager

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

# Attachment B 

PART III
SPECIFICATIONS FOR GENERAL COUNSEL AND OTHER LEGAL SUPPORT SERVICES

## 1. INTRODUCTION

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 four (4) transit centers located at: Pacific Station in downtown Santa Cruz, 920 Pacific Avenue, Santa Cruz, CA 95060; Watsonville Transit Center, 475 Rodriguez Street, Watsonville, CA 95076; Bart Cavallero Transit Center, 246 Kings Village Drive, Scotts Valley, CA 95066; and Capitola Mall, $185541^{\text {st }}$ Avenue, Capitola, CA 95010. It has a fleet of approximately 100 buses, providing fixed-route and commuter service on 40 routes. Santa Cruz METRO also provides paratransit services, branded as ParaCruz, utilizing a fleet of cutaways and mini-vans. Santa Cruz METRO provides the commuter service through a Memorandum of Understanding (MOU) with Santa Clara Valley Transportation Authority (VTA), the San Joaquin Joint Powers Authority (SJJPA) and the Capitol Corridor Joint Powers Authority (CCJPA).

Santa Cruz METRO's fixed-route service area is Santa Cruz County, an area of 441 square miles, with a population of 262,382 (according to the 2010 United States Census). Santa Cruz METRO was formed in 1968, and is authorized to operate pursuant to the Santa Cruz Metropolitan Transit District Act of 1967, California Public Utilities Code Section 98000.

Santa Cruz METRO is composed of management (non-represented) employees and employees represented under collective bargaining agreements with SEIU and UTU-SMART.

Santa Cruz METRO provides approximately 5.5 million fixed-route and commuter passenger trips per year and about 98,000 paratransit trips per year. Santa Cruz METRO employs about 300 people and has an FY17 operating budget of $\$ 47$ million.

## 2. PROCUREMENT INTENT

Santa Cruz METRO is requesting proposals from qualified law firms to obtain General Counsel Services for the agency. Responding law firms should have a minimum of ten years experience representing public agencies in general governmental procedures, compliance, contracts and transaction, and civil litigation. Santa Cruz METRO intends to select a law firm to provide General Counsel to Santa Cruz METRO via a designated Lead Counsel, and which also offers a range of legal expertise support services from which Santa Cruz METRO may draw from as needed. At this time, Santa Cruz METRO contracts its legal services in the area of Workers' Compensation and Claims Management (through CaITIP) separately and these services are not included in this procurement or resulting contract.

The firm selected as General Counsel will serve at the pleasure of the Santa Cruz METRO Board of Directors. Additionally, the General Counsel will have a matrix (dotted line) reporting relationship to the CEO/General Manager, who will provide assignments, oversee and supervise the General Counsel on all day-to-day routine legal tasks, deliverables and the timely attainment of task deadlines.

## Attachment B

## 3. SCOPE OF SERVICES

All attorneys performing services for the Santa Cruz METRO on behalf of the firm must be admitted to practice in the State of California and each must be a member in good standing with the State Bar of California. The selected firm will be required to declare that it will represent Santa Cruz METRO to the exclusion of all other clients having potential conflicts with the interests of Santa Cruz METRO. Minimally, the General Counsel firm is expected to provide the following services:

### 3.1 Services provided under a Fixed Annual Fee

The prevailing firm shall provide a Lead Counsel and access to an in-house bench of attorneys, which are expert in various areas of the law, to assist in routine day-to-day legal services, which include, but are not limited to the following:

### 3.1.1 Legal counsel to the Agency and the Board of Directors (Board) and assist the

 Board in any matters pertaining to the CEO contract.3.1.2 Assure that matters considered and acted upon by the Board do not violate state, federal and local laws, rules, regulations and statutes, and that the Board operates with the constraints of the Ralph M. Brown Act.
3.1.3 Review and offer legal counsel to the Board and/or CEO on the Board Agenda prior to posting.
3.1.4 Lead counsel shall prepare for and attend all regular monthly and special meetings of the Board of Directors, including Standing Committee meetings and Ad Hoc Committee meetings. The Board of Directors meets once a month on the fourth Friday of the month. The meeting date is adjusted in May, November and December due to the holidays. The Board has three Standing Committees, which may or may not meet each month and are attempted to be scheduled on the second Friday of the month. From time-to-time the Board establishes single purpose Ad Hoc Committees. Ad Hoc Committees generally wrap-up their delegated tasks within $2-5$ meetings, each lasting no more than two-hours.
3.1.5 Review and offer corrections to all Board Meeting Minutes.
3.1.6 Preparation, review and adoption of legal opinions, contracts, memoranda, resolutions, ordinances, By-laws, legal correspondence, and policies, as requested by the Board of Directors, the CEO/General Manager, or authorized agency staff.
3.1.7 Maintain knowledge of issues facing Santa Cruz METRO and be prepared to offer legal advice and counsel to the CEO and the management staff regarding various aspects of operating a transit agency.
3.1.8 Be available by phone (conference call) to participate from time-to-time in management staff discussions on specific subject matter.
3.1.9 Provide direction and supervision of the legal work of Santa Cruz METRO's Paralegal, or other legal department staff, under a matrix (dotted-line) reporting relationship.

## Attachment B

3.1.10 Assist Santa Cruz METRO in providing advice and counsel relative to various state and federal grants, the grant process and grant compliance.
3.1.11 Provide day-to-day legal counsel as needed relative to contract and nonrepresented employees on labor and employment matters, including labor law, labor conflicts and disputes.

### 3.2 Fee-based services to be provided on a Task Order basis, as needed

In addition to services described in 3.1, Santa Cruz METRO may request the following:
3.2.1 In the first year of the contract, a complete review and update of the following items shall be performed:
a) All procurement boilerplate contract language, in coordination with the Purchasing Manager, to insure full compliance with Federal Transit Administration (FTA), state and local requirements.
b) Santa Cruz METRO's Administrative Code, Title II - Procurement Policy and the related Procurement Manual.
c) Review and update all Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE), Civil Rights (Title VI) and Americans with Disabilities Act (ADA) policies and procedures to ensure compliance with FTA, Caltrans, state, federal and local laws, rules, statutes and regulations.
d) Review and update the Management Compensation Plan in conjunction with the Management Classification and Compensation Study results.
3.2.2 As requested by the CEO, provide specialized on-site training sessions of the management team in focus areas such as the Skelly process, progressive discipline, Weingarten rights, labor relations, meet and confer, FTA rules and regulations, and other topics based on need.
3.2.3 Represent Santa Cruz METRO in mediation, arbitration or litigation.
3.2.4 Assist and represent Santa Cruz METRO with claims outside the scope of services provided by CalTIP.
3.2.5 Provide legal counsel on land purchases, condemnation/eminent domain related matters, project construction and environmental issues, including CEQA and NEPA.
3.2.6 Represent Santa Cruz METRO in contested labor matters, including, grievances under the CBA or other matters before the DFEH/EEOC.
3.2.7 May provide a lead negotiator for meet and confer related to Collective Bargaining Agreements.
3.2.8 Appear for and represent Santa Cruz METRO, its officers and employees at hearings and meetings before state, federal, and local agencies.

## Attachment B

In the event that the prevailing firm's in-house expertise are insufficient to provide certain necessary legal services, Lead Counsel will assist the District in contracting with outside firms and lawyers for the provision of such services. Lead Counsel will provide supervision of special counsel in all such matters.

### 3.3 Knowledge of and experience is required in the following:

3.3.1 Government laws and regulations governing the conduct of public agency meetings, including, but not limited to, the Political Reform Act of 1974, the Ralph M. Brown Act, California Public Records Act 2004, Conflict of Interest Ethics Policy 2004, and the Government Claims Act.
3.3.2 Applicable State of California laws, regulations, codes and policies governing the ownership and operation of a public transportation agency, including but not limited to the Government Code, Public Utilities Code, Public Contract Code and the Santa Cruz Metropolitan Transit District Act of 1967, California Public Utilities Code Section 98000.
3.3.3 Laws and regulations governing FTA Agreements authorized by 49 U.S.C. chapter 53, Title 23, United States Code (Highways), The Fixing America's Surface Transportation Act (FAST Act); the Moving Ahead for Progress in the 21st Century Act (MAP-21); and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws that FTA administers.
3.3.4 Litigation, including the laws governing liens and torts.
3.3.5 Family and Medical Leave Act (FMLA); healthcare law, including the implications of the impending Cadillac healthcare law; Equal Employment Opportunity law; civil rights law; Americans with Disabilities Act; and Disadvantaged Business Enterprise law, or any other law applicable to a public agency.

### 3.4 Knowledge is required of the following:

3.4.1 Procurement: Knowledge and experience is desirable or required, as indicated, for the following:
a) Knowledge and expertise is required in the areas of state contracting laws, including but not limited to the California Public Contract Code.
b) Knowledge and expertise is desirable for the area of Contract law in general and the following specifically:

1) The FTA's Circular 4220.1F regarding Third Party Contracting Guidance and the related Best Practices Procurement Manual (guidance to grantees as to the "best practices" for complying with laws, regulations, and other FTA policies for third party procurement contracts).
2) The Disadvantaged Business Enterprise (DBE) program (as required by the U.S. Department of Transportation), the overall process on submission of bids and proposals

## Attachment B

including familiarity with the Copeland Anti-Kickback Act.
c) Knowledge and experience with construction contracts including architect-engineer contracts is required, including the FTA's Buy America provisions.
3.4.2 Transit Funding \& Finance: Knowledge and expertise is desirable in the areas of transit funding, including but not limited to knowledge of Regulations for Grants and Cooperative Agreements, to State and Local Governments 49 C.F.R. Part 18 (procurement, property management, program income, record-keeping, audit, enforcement), familiarity with the Transit Capital Investment Program 49, urbanized area formula grants U.S.C. §5307(e), 5309(h), the Urban Mass Transportation Act / The Federal Highway Act (Mass Transit Account, and the Highway Trust Fund), state Transportation Development Act (TDA), State Transit Assistance Program (STA), CMAQ and Cap and Trade and its sub-programs.
3.4.3 Real Estate and Environmental Law: Knowledge of and experience in the myriad of California real estate and environmental laws and regulations applicable to a transit agency is desirable, principally to include real estate acquisition, divestiture, land use, zoning and permitting as well as environmental quality control measures under National Environmental Policy Act of 1969 and the California Environmental Quality Act (NEPA and CEQA) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, the Real Property Acquisition Process for public entities, including condemnation/eminent domain, and any other state and federal requirements imposed on agencies using state and federal funds. This area includes, but is not limited to, transit planning with other state and federal government entities, including the Regional Transportation Planning Agency (RTPA) and the Metropolitan Planning Organization (MPO).
3.4.4 Constitutional Law: Knowledge and experience is desirable in areas of Constitutional matters including, but not limited to, civil rights, discrimination, due process, First Amendment, rights of privacy, the taking clause and seniority systems/gender classification.

## 4. PROPOSAL CONTENT REQUIREMENTS

Offeror shall submit proposals and qualifications in a brief response to this formal RFP, including a detailed statement of qualifications. Each Proposal must be submitted in separate sealed envelopes within the proposal package: 1 ) qualifications/experience, and 2) pricing. Specifically, Proposals shall include the following information, presented in a clear, comprehensive, and concise manner.
4.1 Summary Information: Firm name, addresses, telephone numbers, primary contact name and e-mail, web address, and a brief description of the history and background of the firm.
4.2 Qualifications: Provide a biography, resume and experience of each partner or
associate proposed to be considered for the General Counsel and other attorneys within the firm with whom work will be assigned (in-house legal experts or bench); affirmation of licenses to practice before the state and federal courts of California; affirmation of good standing with the State Bar Association; statement of how the attorney(s) who will be responsible for Santa Cruz METRO's work will be designated.
4.3 Transit Agency Experience: The nature and scope of the attorney/firm's experience in representing transit agency clients.
4.4 Required Experience: Knowledge and experience in area(s) of legal specialty(s) to which the scope of services directed. Past record of performance on similar contracts with other transit and/or government agencies, description of recent experience of firm.
4.5 References: A minimum of three (3) recent references from transit agency clients for whom similar legal services have been provided.
4.6 Conflict of Interest: Disclosure of potential conflicts of interest with other clients.
4.7 Financial Capabilities: A summary of the financial stability and current capacity of the offeror must be provided.
4.8 Past, Present and Pending Legal Actions: The offeror shall list all claims and legal actions related to its services, within the last ten years, including identifying the parties, a factual summary of the claim or action, the contention of the parties, and outcome(s).
4.9 Required Forms: All forms in Part II must be completed, executed and included in the proposal.
4.10 Exceptions or Deviations: The offeror shall include in its response any exceptions it may have to the Sample Contract included in this RFP. Failure to notify Santa Cruz METRO of such exceptions shall waive the offeror's right to negotiate said terms and/or conditions.
4.11 Fee Proposal: Flat Annual fee, reimbursable expenses, hourly rates proposal including partner rates, attorney rates, paralegal and administrative staff rates - to be provided in a separate, sealed envelope. Quoted hourly billing rates will not be adjusted for the first two (2) years of the contract. Requested increases for the remaining years of the contract shall not exceed the Consumer Price Index (CPI) and are subject to approval by Santa Cruz METRO. Specify any costs to be passed through to Santa Cruz METRO, e.g., copying, postage, travel, etc. Santa Cruz METRO seeks a fee proposal that is inclusive of all travel between the firm's office and Santa Cruz METRO's headquarters and any offsite meeting locations within Santa Cruz County.

Santa Cruz METRO seeks a separate quote for an option that the Board may choose to exercise, that provides for the General Counsel to hold office hours for one day every other week (26 times/year) for six hours per day.

## A simple format with a succinct presentation of the requested information is encouraged.

One original unbound proposal and four copies must be received no later than 5:00 p.m., November 18, 2016 by Santa Cruz METRO's Purchasing Department, 110 Vernon St., Santa Cruz, CA 95060. Proposals must be clearly marked:
"Proposal for General Counsel and Other Legal Support Services"
(Proposal Date: November 18, 2016)"

## Attachment B

## 5. PROPOSAL EVALUATION CRITERIA AND SELECTION PROCEDURES

5.1 Selection of the successful firm will be based on information provided in response to the RFP.
5.2 Proposals submitted by each offeror shall be evaluated separately based on how well each proposal meets the criteria listed herein.
5.3 Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal. Santa Cruz METRO may reject any proposal if it is conditional, incomplete or contains irregularities.
5.4 Santa Cruz METRO may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal's documents or excuse the offeror from full compliance with the contract documents if the offeror is awarded the contract. Santa Cruz METRO reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

### 5.5 Proposal Evaluation Scoring

5.5.1 Does the proposal meet the minimum requirements to be responsive (supplied all documentation required):

Pass/Fail
5.5.2 Does the proposal meet the minimum qualification
requirements in Section 4 to be responsible (the
documentation provided shows that the offeror is capable
of performing the work):

Pass/Fail
5.5.3 Proposed General Counsel's qualifications and recent experience:

30 Points Possible
5.5.4 Demonstration of required in-house legal expertise (bench):

30 Points
Possible
5.5.5 Quality and experience of other attorney's/support staff
proposed to be assigned to the contract:

20 Points Possible
20 Points Possible
5.5.7 References:
5.5.8 Cost proposal:

10 Points Possible
30 Points Possible

## Attachment B

| Evaluation Criteria | Points |
| :--- | :---: |
| 1. General Counsel's qualifications and recent experience | 30 |
| 2. Demonstration of required in-house legal expertise | 30 |
| 3. Quality and experience of other attorney's/support staff <br> proposed | 20 |
| 4. Experience with transit agencies | 20 |
| 5. References | 10 |
| 6. Cost proposal | 30 |
|  | 140 |

## 6. RFP/CONTRACT SCHEDULE

The anticipated schedule of activities related to this RFP is as follows:

| Request for Proposals Issued | October 31, 2016 |
| :--- | :--- |
| Formal Questions Deadline | November 9, 2016 |
| Proposal Submittal Deadline | November 18, 2016 |
| Oral Presentations | November 28-29, 2016 |
| Notice of Intent to Award | December 2, 2016 |
| Board Approval of Contract | December 9, 2016 |
| Meet with outgoing District Counsel and/or <br> interim legal counsel to receive a briefing on all <br> outstanding legal matters. | December 10 $0^{\text {th }}-31^{\text {st }}$ |
| Contract Start Date | January 1, 2017 |

TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager

## SUBJECT: CONSIDERATION OF A RESOLUTION TO ESTABLISH THE BOARD OF DIRECTORS' MEETING SCHEDULE \& LOCATIONS FOR THE CALENDAR YEAR 2017

## I. RECOMMENDED ACTION

That the Board of Directors approve a resolution to establish the revised Calendar Year 2017 Board Meeting Schedule and Locations

## II. SUMMARY

- Staff recommends that the Santa Cruz Metropolitan Transit District (METRO) Board Members approve a resolution (Attachment A) to establish the Calendar Year 2017 Board Meeting Schedule and locations (Attachment B).


## III. DISCUSSION/BACKGROUND

- Annually, the METRO Board of Directors approves a schedule of meeting dates, times and locations for the following year. The Board of Directors meeting schedule typically calls for regular meetings on the fourth Friday of each month. There are some modifications of the dates annually depending on holidays and public posting requirements.
- Rescheduling the May meeting to the third Friday of the month would meet the 30-day posting requirement applicable to METRO's budget and public hearing scheduled annually in June.
- On December 11, 2015, the Board approved the proposed meeting schedule and locations continuing once-a-month Board meetings indefinitely, or until changed by a future Board action.


## IV. FINANCIAL CONSIDERATIONSIIMPACT

There may be nominal budget savings; but, the real value of once-a-month meetings at METRO's Administrative offices, in addition to offsite locations, is in the staff time savings that can be reinvested in other mission critical projects and tasks.

## V. ALTERNATIVES CONSIDERED

- Not include METRO's Administrative offices located at 110 Vernon Street, Santa Cruz, CA in the location rotation - not recommended.


## VI. ATTACHMENTS

Attachment A: Authorizing Resolution
Attachment B: Calendar Year 2017 Board of Directors Meeting Schedule

Prepared by: Gina Pye, Executive Assistant

## VII. APPROVALS:

Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager

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


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

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

## RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS ESTABLISHING THE DATE, TIME AND LOCATION OF BOARD MEETINGS FOR 2017

WHEREAS, the Board of Directors shall establish a meeting schedule for all regular meetings; and,

WHEREAS, this schedule shall include the date, location and commencement time for each regular meeting of the Board of Directors and shall be posted on METRO's website and official bulletin board throughout the year; and,

WHEREAS, the Board of Directors may establish the time for commencement and duration of its meetings as necessary through resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the METRO that the following revised schedule for its 2017 meetings shall be as follows:

| January 27, 2017 | 8:30am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| :--- | :--- | :--- |
| February 24, 2017 | 8:30am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| March 24, 2017 | 8:30am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| April 28, 2017 | 8:30am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| May 19, 2017 | 8:30am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| June 23, 2017 | 8:30am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| August 25, 2017 | 8:30am | Scotts Valley City Council Chambers, 1 Civic Center Dr., Scotts Valley |
| September 22, 2017 | 8:30am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| October 27,2017 | 8:30am | Capitola City Council Chambers, 420 Capitola Ave., Capitola |
| November 17,2017 | 8:30am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| December 8,2017 | 8:30am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |

## Attachment A

Resolution No.
Page 2

PASSED AND ADOPTED this $28^{\text {th }}$ day of October 2016 by the following vote:
AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -
ABSENT: Directors -

Approved:
Mike Rotkin, Chair

Attest:
Alex Clifford, CEO/General Manager

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

## 2017

Meetings are scheduled for the $4^{\text {th }}$ Friday of the month unless otherwise indicated.


January 27, 2017

February 24, 2017

March 24, 2017

April 28, 2017

May 19, 2017

June 23, 2017

August 25, 2017

September 22, 2017

October 27, 2017

November 17, 2017

December 8, 2017

8:30am METRO Admin Offices, 110 Vernon Street, Santa Cruz

8:30am Watsonville City Council Chambers, 275 Main St., Watsonville

8:30am Santa Cruz City Council Chambers, 809 Center St., Santa Cruz
8:30am METRO Admin Offices, 110 Vernon Street, Santa Cruz

8:30am Watsonville City Council Chambers, 275 Main St., Watsonville

8:30am Santa Cruz City Council Chambers, 809 Center St., Santa Cruz THERE ARE NO MEETINGS IN JULY

8:30am Scotts Valley City Council Chambers, 1 Civic Center Drive, Scotts Valley

8:30am Santa Cruz City Council Chambers, 809 Center St., Santa Cruz

8:30am Capitola City Council Chambers, 420 Capitola Ave., Capitola

8:30am Watsonville City Council Chambers, 275 Main St., Watsonville

8:30am METRO Admin Offices, 110 Vernon Street, Santa Cruz
$\qquad$ at $\qquad$ METRO Board Meeting

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## VERBAL PRESENTATION ONLY

## CEO UPDATE

Alex Clifford, Chief Executive Officer/General Manager

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- ADDITIONAL MATERIALS DISTRIBUTED AT BOARD MEETING -


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## Fall Ridership by Route

| September 8, 2016 - October 26, 2016 | Weekday | Weekday | Weekend | Weekend |
| :---: | :---: | :---: | :---: | :---: |
| Route Corridor | Avg. Riders per Trip | Avg. UCSC <br> Riders per Trip | Avg. Riders per Trip | Avg. UCSC <br> Riders per Trip |
| 3 Mission/ Beach | 16 | 3 | 12 | 5 |
| 4 Harvey West/ Emeline | 15 | 1 |  |  |
| 10 * UCSC via High St. | 64 | 61 | 69 | 65 |
| 15 * UCSC via Laurel West | 61 | 59 |  |  |
| 16* UCSC via Laurel East | 69 | 67 | 83 | 78 |
| 16ST * UCSC via Laurel East Supp. |  |  | 25 | 24 |
| 19 * UCSC via Lower Bay | 63 | 59 | 61 | 57 |
| 20 * UCSC via West Side | 54 | 46 | 79 | 71 |
| 20D * UCSC via West Side Supp. | 62 | 61 |  |  |
| 33 Lompico SLV/ Felton Faire | 10 | 0 |  |  |
| 34 South Felton | 0.5 | 0 |  |  |
| 35/ 35A Santa Cruz/ Scotts Valley/ SLV | 19 | 1 | 20 | 1 |
| 40 Davenport/ North Coast | 23 | 1 |  |  |
| 41 Bonny Doon | 12 | 3 |  |  |
| 42 Davenport/ Bonny Doon | 17 | 3 | 16 | 4 |
| 55 Rio Del Mar | 18 | 0 | 7 | 0 |
| 66 Live Oak via 17th | 18 | 3 | 26 | 6 |
| 68 Like Oak via Broadway/ Portola | 16 | 3 | 15 | 4 |
| 69A Capitola Road/ Watsonville | 17 | 2 | 30 | 5 |
| 69W Cap. Road/ Cabrillo/ Watsonville | 33 | 3 | 30 | 4 |
| 71 Santa Cruz to Watsonville | 36 | 2 | 38 | 2 |
| 72 Watsonville Hospital/ Pinto Lake | 15 | 0 | 11 | 0 |
| 74 S PVHS/ Watsonville Hospital | 26 | 0 |  |  |
| 75 Green Valley Road | 21 | 0 | 20 | 0 |
| 79 Pajaro/ East Lake | 8 | 0 | 12 | 0 |
| 91X Santa Cruz/ Watsonville Express | 23 | 1 |  |  |
| Hwy 17 Hwy 17 Express/ AMTRAK | 18 | 0 | 22 | 0 |
| System-wide Average Riders per Trip | 16 | 8 | 37 | 18 |

* UCSC 2016 Fall quarter began on September 22nd. Ridership data for these routes ranges from September 22 - October 26.



# NEWS CLIPS 

September 23, 2016 - October 28, 2016

# SANTA CRUZ 

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\begin{aligned}
& \text { COUNTY } \\
& \text { ARTICLES }
\end{aligned}
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## REGISTER-PAJARONIAN

## Voters to consider Measure D

Posted: Friday, Oct 21 st, 2016
BY: TODD GUILD


The northbound morning commute (at right) on Highway 1 in Soquel and Capitola inches along Wednesday toward Santa Cruz. Voters on Nov. 8 will decide on a half-cent sales tax through Measure D that, among other things, will build funds to add auxiliary lanes to the highway. (Photo by Tarmo Hannula/Register-Pajaronian)

SANTA CRUZ COUNTY - People on both sides of Santa Cruz County's controversial Measure D agree that roads need to be repaired, the bus system needs help and bicycle lanes and pedestrian paths need to be upgraded.

They split, however, on the portion of the measure that allocates $\$ 125$ million for auxiliary lanes on Highway 1 from Soquel Drive to State Park Drive.

Supporters say the move will relieve congestion along the busy corridor, and that it will be a boon for Watsonville commuters who get tied up in the daily backup.

Former Watsonville City Councilman Eduardo Montesino, who is a Metro bus driver and is co-chair of the YES on D to Get Santa Cruz County Moving campaign, said the auxiliary lanes from Morrissey Avenue to Soquel Drive shave off as much as 15 minutes for commuters.
"It's wonders," he said. "That's a perfect example."
Opponents doubt those claims, and point to studies from around the U.S. that show widening highways instead increase the numbers of vehicles.
"We haven't seen a highway improvement project that has been demonstrated to be a benefit," said Rick Longinotti, chair of Widening Won't Work, No on Measure D.

If passed by two-thirds of voters on Nov. 8, Measure D would impose a half-cent, 30 year sales tax for Santa Cruz County residents.

Supporters estimate the measure would raise about $\$ 500$ million, which would be distributed over five key areas.

The largest slice - $\$ 135$ million - would be allocated among the cities of Capitola, Santa Cruz, Scotts Valley and Watsonville and to the Santa Cruz County for road repair, traffic safety projects, bicycle lanes and other projects in those jurisdictions.

That money would be allocated based on population and miles of roadway.
Watsonville would get more than $\$ 23$ million over the 30 -year life of the tax. Capitola would receive more than $\$ 10$ million, while Santa Cruz would get $\$ 33$ million.

Santa Cruz County would receive nearly $\$ 75$ million for the unincorporated areas.
Santa Cruz Metropolitan Transportation District would get $\$ 2.75$ million every year, which supporters say would help provide transit services for seniors and people with disabilities.

Community Bridges Lift Line Paratransit Service would get $\$ 680,000$ per year.
"Active transportation" projects such as the Coastal Rail Trail - which connects seven cities and towns throughout the county - would receive 17 percent.

Eight percent would go to maintaining the rail corridor that runs through the county, with some of those funds paying for studies of various "non-rail" options.

The Highway 1 widening project would get 25 percent.
That would include building pedestrian bridges in North County, and projects that would promote carpooling.

Longinotti said that making a 30 -year commitment to Measure D would hobble future efforts to make major repairs or upgrades that aren't covered by the measure.

Instead, Longinotti urged voters to turn down Measure D and bring a retooled measure
in two years that doesn't commit such a large amount to the highway.
"Priorities shift," he said.
Santa Cruz City Councilman Don Lane, who also chairs the Santa Cruz County Regional Transportation Commission, said the measure has garnered endorsements from all the cities and from the Santa Cruz County Board of Supervisors.

Only Supervisor Greg Caput voted against supporting the measure, saying it "shortchanges" South County.

Caput said he would have accepted a quarter-cent sales tax, or one that funded only two areas: county and city roads and to Metro bus service.

He also said he would have compromised on a sales tax that ended after seven years.
"The problem is that they were trying to please everyone, and they ended up not pleasing a lot of people," he said.

Caput said the measure would add to an already high tax rate in Watsonville, thus unfairly burdening the city's low-income residents.

He also said the rail study leaves Watsonville out of the picture.
This will not be the first time a transportation measure has been introduced. Voters rejected Measure J, also a half-cent sales tax, in 2004.

San Benito County rejected a similar measure in June.
Of the 125 people and organizations that donated to the campaign, the larger donations come from construction unions and construction companies such as Graniterock, Don Chapin Company and Devcon Construction, Inc.

Medical organizations also made contributions, including Physicians Medical Group, and Palo Alto Medical Foundation for Healthcare, Research and Education.

The largest contribution is $\$ 50,000$ and came from the California Alliance for Jobs, a Sacramento-based organization that represents construction companies and union construction workers throughout California.
"They know they are going to get jobs, whether that's building bike lanes or paving streets or building auxiliary lanes on the highway," Lane said. "That's all work for people in this community."

Land Trust of Santa Cruz County President Terry Corwin said the measure gained that organization's endorsement by including a wildlife tunnel on Highway 17 at Laurel

Curve, a $\$ 5$ million project.
Lane said Measure D has won thumbs-up from bicycle commuters and bus riders, as well as several unions.
"One of the things we're really proud about this measure is the balance it represents," he said.

Widening Won't Work has picked up endorsements from 62 individuals, according to the group's website.

Watsonville resident Nick Bulaich, who is independently opposing the measure, said it would raise sales tax in Watsonville to 9.5 percent, one of the highest in the state.

Bulaich is passing out bright yellow fliers throughout the city, in which he questions the 30 -year lifespan of the measure.
"Your children and grandchildren will be paying for this badly planned tax," he wrote.
Bulaich pointed out that proponents did not state on their campaign literature that the measure would be funded through sales tax, which he called "deceptive."

Supporters say that Measure D took 12 years to bring to the November ballot, and warn that rejecting it will bring the county back to the drawing board without a way to fund much-needed projects.

In addition, the tax revenue would allow Santa Cruz County to become a "self-help" county, making it eligible for state and federal grants.
"It took a long time and a lot of conversations," Montesino said. "It took a lot of effort to get where we are."

Montesino said the measure does not answer every need throughout the county, which both sides acknowledge is impossible.
"We can't get there," he said. "But this is a first effort to move forward in our community on all these fronts."

Ernestina Saldaña, who opposes the measure, said that recent cuts to Metro service have left disabled people and seniors struggling to find reliable transportation.

Saldaña, who relies on a wheelchair to get around, said the $\$ 2.75$ million per year from Measure D won't be enough to fund bus service, pay for upkeep and maintenance of the county's aging bus fleet and fill Metro's $\$ 6.8$ million deficit.
"It's not enough, and that's why I got involved," she said.


Mark Dorfman, 65, a 35 -year public transit professional who managed systems in Saginaw, MI, El Paso, TX, and Santa Cruz, CA, died Sept. 23.

Dorfman began his career as a planner for the Capital District Transit Authority, Albany, NY, and then worked with the planning department in Montgomery, AL. He was assistant general manager of the Santa Cruz Metropolitan Transit District and served for 18 months as the agency's acting general manager before returning to his previous post.


Dorfman, who was retired, was a member of several APTA committees. He was also affiliated with the Michigan Public Transit Association, where he served as president; the Texas Public Transit Association, the California Transit Executive Committee and the California Transit Insurance Pool Board.

## Thanks, Metro, for helping students get some sleep

The other day, fed up with the exhaustion my kids were experiencing, I wrote to Santa Cruz Metro, asking why the 40 Davenport bus came into town so early, arriving at Santa Cruz High Schôol at 7:13 a.m. Rural children spend more time on the road and, after homework and chores, have less free time than town children, a fact administrators often stubbornly refuse to accommodate. By high school, they often have enough homework that they miss out on sleep - so a bus that gets them to school 47 minutes early is a problem. To my surprise, Metro wrote back, thanking me for my comments and saying they were going to change the schedule starting in December! Thank you, Metro, for listening to your community. Our kids will thank you for the extra sleep.

- Heather McDougal, Davenport


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## On the campaign trail

Source: Press Banner

Posted: Sunday, October 9, 2016 12:19 pm
Scotts Valley Forum on State Ballot Measures Oct. 8
Assembly member Mark Stone will speak at a Community Forum on State Ballot Measures from 10 a.m. to Noon this Saturday, Oct. 8. The forum will be held in the Santa Margarita Community Room at the Scotts Valley Water District located at 2 Civic Center Drive in Scotts Valley.

Assembly member Stone will provide information on the state ballot measures and explain what a Yes or No vote means for each proposition. The forum is sponsored by the Crosson North County Democratic Club. Light refreshments will be scrved.

Ben Lomond Forum on State Ballot Measures Oct. 15
John Laird, California Secretary of Natural Resources, will host a community forum to discuss and explain the 17 statewide measures on the Nov. 8 ballot, in Ben Lomond, on Oct. 15, at 11:30 a.m.

The forum will be held at Park IIall, 9400 Mill Street, Ben Lomond, next to the Ben Lomond Market. Light refreshments will be served, and kids are welcome. The event is being sponsored by the Valley Women's Club of the San I orenzo Valley.

Bruce McPherson Endorses incumbents in Scotts Valley Council race
Fifth District Supervisor Bruce McPherson has announced he is endorsing the three incumbents seeking reelection to the Scouts Valley City Council.
"Scotts Valley is fortunate to have interested persons wanting to be on the City Council, and I believe the city would be served best by re-electing Dene Bustichi, Randy Johnson and Donna Lind," McPherson said in a statement.
"As the county supervisor for the past four years representing virtually all of Scotts Valley, I have appreciated the cooperative efforts of the city in the post-redevelopment era in everything from public safety and transportation to economic vitality/ job opportunities and it maintaining a rural atmosphere."
"I endorse Bustichi, Johnson and Lind in the Nov. 8 clection: They have served Scouts Valley well and will continue to do so when re-elected on Nov. 8."

Community mecting on Measure D Oct. 11 in Felton

The Santa Cruz County Regional Transportation Commission (SCCRTC) invites the community to the kick-off meeting for the Highway 9/San I orenzo Valley Iransportation Corridor Plan. Tuesday Oct. 11 at 6 p.m. at the San Lorenzo Valley Performing Arts Complex on the SLV High School campus: 7105 Highway 9, Felton.

The attendecs will be asked to share ideas for Highway 9 improvements. . learn about upcoming projects, and participate in development of plans to make it safer and casier for walking, biking, driving, or taking transit.

Residents, businesses, students, and community groups will help the regional transportation commission develop a master plan for Highway 9. in partnership with Fifth District County Supervisor Bruce McPherson. Caltrans. county public works and planning departments, and Santa Cruz METRO.

Measure D. which is on the November ballot, includes $\$ 10$ million specifically carmarked for transportation projects along the Highway 9 corridor. Supervisor Bruce McPherson will lead a discussion about Measure D immediately following this meeting.

For more information visit www.scertc.org projects streets-hightavshwy-9-plan

# Highway 9 - San Lorenzo Valley Corridor Transportation Plan 

## Source: SCCRTC

Link: http://sccrtc.org/projects/strects-highways/hwy-9-plan/


## Plan Overview

RTC will be working with the community to prepare a complete streets plan for a ten mile section of Ilighway 9 through San Lorenzo Valley (SLV) that identifics, prioritizes, and enables implementation of the most critical and cost effective transportation projects. This mountainous roadway serves as the "Main Street" and economic center for the towns of Felton, Ben Iomond, Brookdale, and Boulder Creek and as an interregional arterial connecting Silicon Valley and Santa Cruz. This plan will focus on safety for pedestrians, bicyclists and motorists; access to schools, businesses, and bus stops; traffic operations, pavement conditions, drainage and other needs in this important travel corridor.

## Plan Area

This transportation planning effort focuses on the section of Ilighway 9 that connects the towns of Felton, Ben Lomond, Brookdale, and Boulder Creek.

MAP:


## Why is this plan needed?

A comprehensive multimodal transportation nceds assessment and evaluation of a range of options to address transportation challenges is needed to identify and prioritize transportation investments for this important corridor, especially since state, federal, and local revenues are severely constrained. This comprehensive plan for IIighway 9 through San Iorenzo Valley will:

- build on past public input and planning activitics
- document existing conditions
- identify infrastructure gaps
- answer questions about what can be done within Caltrans` right-of-way
- provide data, evaluation, analysis, and public deliberation to make informed decisions
- prioritize transportation projects that can be implemented in the short and mid-term to address transportation challenges on the corridor.

This corridor-specific plan will be a stepping stone to securing funding for priority investments and provide a framework for partnering with Caltrans to implement investments that promote complete streets, implement sustainable communities strategies, and improve multi-modal access, connectivity, safcty, security, system prescrvation, economic vitality and environmental quality. The completed plan will include conceptual complete street designs and be used to facilitate subsequent design, environmental review and construction of improvements.

## Public Outreach/Get Involved

San Lorenzo Valley residents, businesses. community groups, parents and school administrators regularly express concerns about Highway 9. Meetings held since 2013 have accentuated the need for a comprehensive plan. Building upon past public outreach efforts, the project team will gather input from community members, including organizations who serve low-income individuals and families, monolingual Spanish speakers, seniors, persons with disabilities, and youth throughout development of the plan using a range of collaborative activitics. including surveys, Town Hall meetings, and grassroots outreach.

- Community Meeting: October 11, 2016 at 6:00 PM at SL.V Performing Arts Complex, on SLV High campus
- The community can sign up to receive periodic updates on the plan here: http://scerte.org/about/esubscriptions; by emailing infoas scertc.org, calling 831-4603200
- Comments can be sent to SCCRTC: infog scertc. org or 1523 Pacific Avenue, Santa Cruz. CA, 95060 .


## Plan Development/Major Milestones

- Define Goals, Objectives and Evaluation Criteria: Early on, the public will help establish common goals and objectives for the corridor. Evaluation criteria, based on goals and objectives identified by the community, will be used to analyze and prioritize a range of investment options to address deficiencies and goals for the corridor.
- Corridor Travel Analysis and Needs Assessment: Includes review of existing and projected future conditions, identification of multimodal projects (investment options) that would advance goals and objectives, including improve access, mobility, safety, and operations.
- Evaluation and Prioritization of Investment Options: Includes identification of potential funding sources, metrics to evaluate the degree to which different projects address issues and advance goals for the corridor, and development of a prioritized list of short-term and mid-term projets that are reasonable to implement in consideration of financial realities.
- Corridor Plan: The final plan is expected to reflect community consensus on investment priorities.
- This project is beginning in October 2016, with the final plan expected to be completed within a year.


## Project Team

The Santa Cruz County Regional Transportation Commission (SCCRTC) is the lead agency for this project. to be implemented in partnership with Caltrans, the County of Santa Cruz, Santa Cruz Metropolitan Transit District (METRO), residents, businesses, schools, and other stakcholders. A consultant team will help prepare the plan.

This planning effort is funded through a Caltrans 'Sustainable Communities Transportation Planning Grant (FTA 5304) and local funds.

## RTC Contact

Rachel Moriconi<br>Senior Transportation Planner<br>infóa,sccrtc.org<br>(831) 460-3200



Santa Cruz City Chamber News

Date: 10/13/2016

Chamber Endorsements: Ballot Measures \& Propositions

The local issues of public finance are likely to have a greater impact on the long-term welfare of the residents of Santa Cruz than the results of national, state, and even local elecions. With this in mind, the Chamber's Community Affairs Committee and Board of Directors have reviewed this fall's many state and local ballot measures.

We recommend affirmative votes on the three local school funding measures, $\mathrm{A}, \mathrm{B}$, and C , on the transportation measure, D, and on State Proposition 52. We also encourage yes votes on local technical measures E, G, H, and I.

Santa Cruz City Schools measures A and B would address long-deferred maintenance needs and upgrade existing facilities and educational infrastructure.

Measure A proposes general obligation bonds not to exceed $\$ 140$ million to be paid by taxes on real property within the districts. It will fund improvement to the middle and high schools in the district and will be paid for by taxable properties in that district.

Funds will be use to rehabilitate aging facilities and upgrade teaching infrastructure and equipment. The annual tax to is estimated at $\$ 29.50$ per $\$ 100,000$ of assessed valuation on real estate within the middle/high schools district. Assessed valuation is generally the purchase price of the property plus $1 \%$ of the prior year's valuation.

Measure B proposes a similar uses of funds, not to exceed $\$ 68$ million, in the City's Elementary School District. The annual tax to fund the measure is also $\$ 29.50$ per $\$ 100,000$ of assessed valuation.

The Chamber supports these measures as fundamental to attracting and retaining the work force necessary to succeed in our region. It is also critically important in the preparation of local children to thrive in a rapidly changing employment environment. Some of the schools' maintenance needs are relatively sensational - leaking roofs, and heating systems that went out of date more than a generation ago. But there are also critical learning infrastructure and equipment needs that are fundamental to the construction of a contemporary educational environment.

Measure C addresses the Soquel Elementary School District's very similar needs. Leaking roofs, deteriorating plumbing, and inadequate electrical system are headlines, but the remodeling of classrooms and the provision of computers and other education technology are fundamental to a quality education. The tax rate for this $\$ 42$ million measure is estimated at $\$ 30$ per $\$ 100,000$ of assessed value.

Measure D, The transportation sales tax initiative is an artfully negotiated compromise to fund long awaited transportation improvements. This $\%$ cent tax on every dollar of taxable sales will be offset in part by the expiration of the state's temporary $1 / 4$ cent tax; resulting in a net increase of 25 cents on every $\$ 100$ of taxable purchases over the next 30 years

The largest portion of resulting funds ( $30 \%$ ) will be divided among the County and its four cities to address streets and road maintenance, bicycle and pedestrian improvements, and other safety needs. Highways, Highway 1 especially, will receive $25 \%$ of the funds to be used for traffic mitigation and safety improvements, including the completion of auxiliary lanes from Soquel Ave to Park Avenue. Para-transit systems operated by Metro and Lift Line will receive $20 \%$ of the revenues. The remaining balance will be allocated to individual projects (e.g, Highway 9 improvements, development of trails along the railroad right of way, maintenance and planning for rail line use, etc.)

Proposition 52 will permanently impose a fee on private hospitals to provide the revenues necessary to obtain the matching federal funds that pay for Medi-Cal services. California hospitals have willingly taxed themselves to provide these funds for the past nine years. Proposition 52 eliminates the need for the legislature to vote annually to retain this tax and insures that these funds will continue to be dedicated to this purpose.

Technical Amendments proposed by Santa Cruz County and the City of Santa Cruz address language changes necessary to clarify local governance.

- Measure E insures continued applicability of existing County Cannabis Regulations by adjusting the definitions of cannabis and its related businesses to be consistent with recent state legislation and possible changes resulting from state ballot initiatives.
- Measure I similarly adapts City of Santa Cruz ordinances to these state-level changes.
- Measure Gensures that newly-elected City Council members are permitted to vote for mayor. The City Charter currently provides that the mayor be elected at the second regularly scheduled evening meeting after the general elecion. However, new state rules extend the period for the County Elections Official to certify the election of council members for up to 30 days following the election. A yes vote would allow the City Charter to be more in-line with these new state regulations.
- Measure H clarifies the City's right to pledge revenues from water fees to guaranty funding for necessary for water infrastructure improvements. While the City has done so in the past, counsel has recommended this clarifying language. The Chamber encourages you to vote in favor of these measures and Proposition 52.


## COPS AND COURTS

# Homemade battery raises bomb fears at Metro station 

Sentinel staff report

A homemade battery left at the Santa Cruz Metro Center at 92 Pacific Ave. put Santa Cruz police on alert Monday morning for a potential bomb threat.
Metro employees called police to the bus station around 8:30 a.m. for a report of a suspicious device attached to an electric panel. The device, a battery left behind by a contracted repair crew working at the Metro Center on Tuesday, drew concern due to its cus-tom-made appearance, said police spokeswoman Joyce Blaschke. The battery was a cylindrical device with electrical tape and wires protruding from a pipe, she said.

Police closed off streets surrounding the bus sta-


SANTA CRUZ POLICE DEPARTMENT CONTRIBUTED
A custom fabricated battery found Wednesday morning at the Santa Cruz Metro Station was mistaken for an explosive device.
tion for about an hour while investigating the device, Blaschke said.
"There is no evidence to support the perception that the third party vendor intended to create alarm," Blaschke said. "The device was collected and returned to the repair company."

## Suspicious-Looking Battery Leads To Shutdown Of Santa Cruz Metro Center

BREAKIN(G: Police determined the battery posed no threat.
By Norcal Patch (Patch Staff) - October 12, $20164: 01$ pm ET

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SANTA CRUZ COUNTY, CA - A suspicious device that prompted police to shut down the area around the Santa Cruz Metro Center this morning turned out to be a custom battery, police said.

Santa Cruz, Metro employees found a pipe with electrical tape and wires protruding from it at about 8:30 a.m. and contacted Santa Cruz police.

As a precaution, police shut down the streets around the Metro Center, located at 920 Pacific Are., police said.

Within an hour, police determined that the device was in fact a custom fabricated battery left behind by a repair crew and posed no threat.

Streets were reopened a short time later.

## CAMPBELL



A Santa Cruz commuter bus caught fire on Oct. 10 on Highway 17 in Campbell.

## Santa Cruz commuter bus catches fire on Highway 17

By Mark Gomez
Bay Area News Group
Bay Area News Group
campaell." A Santa Cruz Metro bus caught fire Monday morning while traveling on northbound Highway 17 near Hamilton Avenue, according to the Santa

Clara County Fire Depart- nie Stuehler. ment.
The fire, which was reported at 7:32 a.m., ignited in the engine compartment in the rear of the Highway 17 express bus, according to county fire spokeswoman Stepha-

The bus driver pulled over about one-quarter of a mile south of Hamilton Avenue, Stuehler said. The bus was evacuated and no injuries were reported.
The engine compartment was "totally in-
volved" in flames when fire crews arrived. Firefighters stopped the flames from spreading into the passenger compartment, Stuehler aid. The fire was out at 8:08 a.m.

The cause of the fire is under investigation.

## Update: Bus Catches Fire on Highway 17

The Santa Cruz Vetropolitan Transit District bus was northbound when the driver spotted trouble.

By Califomia Path (Path Stal) - October 10, 2016 8:06 pm ET


A lire that caused a Santa Cru\% Metropolitan Transit District bus to be evacuated atone state Highway $1^{7}$ in Campell this moming may have been caused by an oil line that broke loose. according to a Santa Cruz Metro spokesman.
The official cause has not been determined and metro officials are continuing to investigate the incident, spokesman Ciro Aguire said.
Around $7.35 \mathrm{a}, \mathrm{m}$. the bus was traveling in the highway's nothbound lanes just south of Hamilton Avenue according to Califonia Highway Patol spokesman Officer Ross Lee.
The bus driver noticed flames coming from the back of the bus' exterior and immediately puled and evacuated all passengers, Lee said.

Another bus arrived abou 15 minutes later and transported the passengers to their destination. The bus was coming from Santa Cruy and was headed toward downown San Jose, according to Aguirre.
After the passengers had been evacuated, the fire spread, filing the interior of the bus with smoke, Lee said.

Itrefighters with the Santa Clara Councy Fire Deparment responded and extinguished the lire within about 30 minutes, according to fire officials.
So injuries were reported, Lee said.
CHP officers closed two of the highway's northbound lanes while they investigated the incident.
-- Bal City Xens: Image by Rence Scharone Patch

## TKM

# Commission <br> \section*{Measure} <br> <br> FROMPAGE 

 <br> <br> FROMPAGE} spotlights Measure D importance
Leaders: Sales tax would help seniors and disabled

## By Kara Guzman

newsroom@santacruzsentinel.com @karambutan on Twitter

SANTA CRUZ " On nearly every agenda item Thursday at the Santa Cruz County Regional Transportation Commission meeting at the county government building, discussion circled around the same topic: Measure D, the proposed sales tax that would fund transportation needs.
The half-cent tax will be decided by voters in November, and would raise an estimated $\$ 500$ million over 30 years, for projects

MEASURE» PAGE 5
such as local road repair and Highway 1 widening.

Thursday, commissioners heard how the measure would help Lift Line, a service that brings low-income seniors, disabled veterans and sick children to medical appointments.

In June, the commission increased Measure D funding for transit for seniors and disabled people, to 20 percent of sales tax revenue, by cutting a proposed $\$ 10 \mathrm{mil}$ lion Pajaro train station.

If Measure $D$ passes, then Lift Line will be able to add service on weekends, and cover areas that ParaCruz, a similar service provided by Santa Cruz Metro, no longer reaches due to cuts in 2015.
Those areas include parts of the San Lorenzo Valley and the Pajaro Valley, said Ray Cancino, CEO of Community Bridges, which oversees Lift Line.
"We need to humanize Measure D, because the impacts are in community and will impact real people," Cancino said. "It's really about those affected by not passing this, including the most medically frail in our community."
Supervisor John Leopold, a commissioner, said that some opponents to Measure D believe that transit for seniors and disabled people
is legally required, so Para Cruz will be funded whether or not the measure passes.
That's not true, Leopold said. The transit district is required to provide ParaCruz service within the area served by its buses. When bus routes are cut, ParaCruz service is also cut, and Lift Line has to fill the gap, he said.
"Lift Line is the lifeline for a lot of folks,"Leopold said.

Commissioners also heard updates from county public works assistant director Steve Wiesner, on transportation projects since 2014 that have been completed, are under construction or in development.

The list of completed projects include two roads destroyed by a storm in 2011, which were repaired within the past 18 months.

The county has just one project under construction, a "complete street" improvement along East Cliff Drive between Fifth and Seventh Avenues in Santa Cruz. Several projects are in development, such as the resurfacing of East Cliff Drive between 12th and 17th Avenues, Santa Cruz's Branciforte Drive, Glen Arbor Road in Ben Lomond and Granite Creek Road in Scotts Valley.

The county has around $\$ 150$ million of deferred transportation maintenance, and its pavement condition index - a measure of road quality - is 46 , which
is poor, said Wiesner.
The county does well at maintaining arterial roads, he said, but it doesn't have funding to maintain local roads. Measure D would provide the county $\$ 2.5$ million for road improvement, Wiesner said.

Two years ago, the county had a pavement condition index of 50 , so it's trending downward, said George Dondero, the commission's executive director.

Also, of the 20 California counties that have sales taxes for transportation, only four have pavement indexes below 60. Their average index is 65 , he said.

For Santa Cruz County to bring all its roads into good repair, it would need $\$ 540$ million over 10 years, he said.
"That's more than Measure D would provide over 30 years, so as you can see we're not going to solve everything, but we do have to start changing that trend. I think that's the takeaway here. We need to change the trend," Dondero said.

Supervisor Bruce McPherson, a commissioner, said if the half-cent tax passes, the net increase for consumers will only be a quarter-cent, since a different tax expires.

Measure D would allow the county to access more grants, which have matching fund requirements.
"If we don't help ourself, the state and federal governments are less likely to help us," McPherson said.

# Santa Lruz Sentinel MEASURE D GAINS BROAD SUPPORT, SOME OPPOSITION 



The southbound Highway 1 commute crawls along.
SHMUEL THALER - SANTA CRUZ SENTINEL.

## Critics focus on Highway 1 widening

## By Kara Guzman

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SANTA CRUZ " The campaign to support Measure D, the proposed half-cent sales tax funding transportation needs, has rallied an impressive list of allies throughout Santa Cruz County, but it's still unclear whether the measure will pass this November.

A phone poll in June showed the measure had 68 percent ap-

In 2004, a similar countywide sales tax measure for transportation failed, because it directed most of its revenue to Highway 1 widening, said Don Lane, Santa Cruz City Council member and head of the county Regional Transportation Commission. He and several environmental groups opposed the 2004 measure because it didn't adequately support alternative transportation.

This year's measure is different, said Lane. It directs just 25 percent of revenue to Highway 1 construction, Neighborhood projects such as local road repair get
people, the coastal rail trail and railroad maintenance and analysis.

Most of the county's major environmental groups, including Ecology Action, the Land Trust of Santa Cruz County and Bike Santa Cruz County, have endorsed Measure D.
"This is the measure that they've been waiting for, that we've been waiting for. I consider myself a part of that. It's something that takes the highway and says, we're not going to just rely on the highway for all our transportation needs," Lane said.

Supervisor John Leopold,

## "This is the measure that they've been waiting for, that we've been waiting for: <br> - Don Lane, Santa Cruz City Council member

sure D represents seven years of work creating a balanced proposal. If it fails this time, the county will have to wait at least four years, since a sales tax is
more likely to pass with a presimore likely to pass with a presi-
 tihirds vote needed. RID than seniors and disabled tation commission, said Mea-

## Measure

## FROMPAGE1

Even then, it's unlikely that a different measure could gain broader support.
"(Measure D) has the support of every jurisdiction, nearly every single elected official, of the laber community, the business community, the social service community, the bike community, virtually all of the environmental community. So I don't know what someone would expect, that they would be able to put something together that would have a bigger support than that," Leopold said.
Widening Won't Work, a group leading the opposition to Measure D, has around 25 participants in its weekly meetings and 100 donors to its campaign. Its two major endorsements are the Santa Cruz Climate Action Network and the Bus Riders Association.

The group has a single issue with the measure: It funds the addition of 4 miles of auxiliary lanes to Highway 1, between Santa Cruz and Aptos.

These lanes connect neighboring exits, similar to the 2013 project connecting Soquel Avenue and Morrissey Boulevard along Highway 1 in Santa Cruz.

The group's leader, Santa Cruz resident Rick Longinotti, said the transportation commission should


SHMUEL THALER - SANTA CRUZ SENTINEL Auxiliary lane proponents contend that additional lanes will help ease Highway 1 congestion.
study other options, such as turning the highway's shoulder into a bus- and emergency vehicle-only lane.

He said auxiliary lanes would not relieve traffic, based on the commis sion's draft environmental review of Highway 1 construction.

Celia Scott, former Santa Cruz mayor and retired land-use planner, supports Widening Won't Work. She said she's "very troubled" by the cuts to Santa Cruz Metro, and the measure only gives Metro a token, and no solution.
"The more space you give to cars, the more cars you get. It's as simple as that," said Scott. "So I think it's a waste of money. I think we need more money for other forms of transportation than the automobile.".

Lane said the Widening Won't Work's arguments are based on a draft review that is only a draft, and the group is cherry-picking
statistics that fit their case and ignoring others. Plus, the review studies a larger project than what Measure D would fund.

Eduardo Montesino, former Watsonville mayor, is a bus driver who commutes on Highway 1 every day. He supports the measure.

He said Highway l's traffic chokepoint used to be at Morrissey Boulevard, until the auxiliary lanes were built. Now southbound traffic starts further south, around Soquel Avenue. Many cars exit there, and take local roads.
"Going on local streets creates more traffic, more congestion. There's more potholes and it's an unending cycle, but people don't recognize that. This group that's against us, most of them live on the Westside (of Santa Cruz)," Montesino said.

He said the measure is more than just about the highway.
"This is a comprehensive

## SALES TAX MEASURE

What: A 30-year half-cent sales tax that would raise an estimated $\$ 500$ mililion for local transportation improvements.
What it funds: Neighborhood projects such as local road repair, Highway 1 improvements including the addition of lanes in parts of Aptos and Soquel, transit for seniors and disabled people, the coastal rail trail, railroad maintenance and an analysis of rail as a transit option.
Details: Visit scertc.org.
measure that would give a lot of resources to the community, Metro, Lift Line, trails, public works, local streets getting paved, fixing potholes, more bike lanes," Montesino said.

# Council delays decision on retail destination 

Source: Register-Pajaronian
Posted: Wednesday, Sep 28th, 2016
BY: ERIK CHALHOUB

## Aviation Way project back for consideration in two weeks

WATSONVILLE - Expressing concern about parking, the Watsonville City Council voted Tuesday to delay entering into a lease with a developer who is looking to transform a hangar into a retail destination.

The council voted 5-2 to delay its decision by two weeks to allow city staff to speak to businesses surrounding the project on 45 Aviation Way. Mayor Felipe Hernandez and Councilman Lowell Hurst dissented.

EKB Partners is looking to enter into a 20 -year lease with the city to turn an 8,000 -square-foot World War II hangar into an aviation-themed destination spot with a craft brewery, restaurants, outdoor dining space and more. Currently, the hangar is used as a storage shed.

The Santa Cruz-based property management firm completed a 10,000-square-foot project on 41st Avenue in Capitola in 2012, which includes businesses such as Discretion Brewery and CrossFit Ready, It also runs Yogurtland in the Overlook Shopping Center in Watsonville.

Assistant City Manager Matt Huffaker said the project is expected to generate $\$ 950,000$ over the 20 -year agreement. In the last 10 years, the storage hangar has generated $\$ 150,000$ in rent, he noted.
"We think this will really inject a lot of energy and investment into the airport area," he said. "It will serve as a catalyst for further revitalization of the airport as a whole. This area has a lot of potential."

Brian Dueck of EKB Partners said that although they have not yet reached an agreement with tenants for the spaces, he expects about 30 jobs to be created based on the similar 41st Avenue project.
"We're excited about continuing to grow and invest money in the city of Watsonville," he said. "We really want to create something fun and exciting and create a culture at the airport."

But some members of the public were skeptical about the site's parking plan, with nearly 40 spots projected.

Ella King, who owns Ella's at the Airport nearby the project, said parking is already an issue at her restaurant, which opened in 2015. In addition, King said the restaurant lost its overflow parking in an empty lot across the street, as Watsonville Diesel is currently constructing a new facility there.

While she said she welcomed the competition, King said the plans for the new restaurant look similar to her own business.
"Let's get some uniqueness to it," she said. "We already have a restaurant that's aviationthemed."

Keith Jenkins of Pacific Air Care said he entered into an agreement with the city a number of years ago to design and lease the parking lot on the corner of Aviation Way and Airport Boulevard, which the retail project is including for its parking.
"That parking area beiongs to Pacific Air Care," he said. "I need that parking lot."
Like King, Jenkins said he found out about the project hours before the meeting.
Huffaker said the city had only recently ironed out the terms of the lease, which is why neighboring businesses had been informed of the project this week. He also noted that more details about the project, including traffic studies, would come forward later in the approval process.

Huffaker added that the lease would not move forward until a parking agreement is reached.
Councilwoman Nancy Bilicich said she approved of the project, but felt there were some details that needed to be worked on.
"I like the project, it's got tremendous potential," she said. "I'm not happy with the parking situation. I don't think it's been resolved yet."

Councilman Jimmy Dutra made a motion to bring the item back to the council in two weeks to allow city staff time to notify surrounding businesses of the project.

Hurst said the postponement might cause the developer to lose momentum, and Hernandez said the details could be finalized later in the process.
"I'm concerned the applicants will go away and not come back," Hurst said.
Also during Tuesday's meeting, the council voted 6-1 to endorse Measure D, a 30 -year, halfcent sales tax measure that will go to voters in November. Expected to raise $\$ 17$ million annually, the funds would go toward a number of transportation projects across the county, including adding auxiliary lanes on Highway 1.

Councilwoman Rebecca Garcia, who voted against endorsing the measure, said she was concerned that not enough money was being allocated to passenger rail service, as well as Santa Cruz METRO.
"Our families here in Watsonville need those busses to get to work, to get to doctors and to get to college," she said.



Press Banner Photo and Courtesy Map PARK 'N RIDE CHANGES: Scotts Valley Water District repairs are forcing a three-and-one-half month relocation of parking at the Scotts Valley Transit Center lot, left and above.

# Water district project relocates parking 

Press Banner
Commuters who leave their cars at the Scotts Valley Cavallaro Transit Center to ride Highway 17 buses of the Santa Cruz METRO bus system and other company-owned private commuter buses will be navigate some new parking lots for the rest of the year.
The Scotts Valley Water District is installing an underground water reclamation system at the north end of the parking lot.
The four-month construction project will result in a temporary relocation of Americans with Disabilities Act (ADA) Van-Accessible parking and other parking spaces at the facility, which is used by more than 200 Highway 17 bus riders and private bus riders back and forth to Silicon Valley companies.

Transit officials estimate about 80 Highway 17 bus riders, another 90 hi-tech company bus riders, and up to 30 van- and carpool riders use the transit center daily.
The transit center also is a major stop for local Route 35 bus riders.

There are 211 parking spaces in the two-level surface lot.

An alternative parking area has been set up south of the Scotts Valley Public Library, across Kings Village Road from the transit center, for 36 parking spaces.

There will be no cross walk from the alternative parking to the transit center.
The project is likely to continue until January.
For additional details, visit www.semtd.com


[^0]:    Service Notes: All arrival times after San Jose Diridon Station are approximate due to varying traffic conditions Some buses may hold up to 15 minutes for late Amtrak connections. We apologize for any inconvenience. Weekend Service does not serve downtown San Jose.

[^1]:    *Amtrak San Joaquins Thruway Bus schedules are expected to change in October 2016. To confirm the schedule. please visit AmtrakSanjoaquins.com or call 1-800-USA-RAIL
    0-Serves Scotts Valley Drive

[^2]:    $\frac{\text { Article } 10.2 \text { Longevity }}{\text { "METRO shall compen }}$

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