

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA REGULAR MEETING OCTOBER 28, 2016 – 8:30 AM 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 cost-effective, reliable, accessible, safe, clean and courteous transit service."

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

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

#### **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. 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<sup>ND</sup> 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<sup>ND</sup> 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 ONE-YEAR 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 4-DIGIT 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

Board of Directors Agenda October 28, 2016 Page 5 of 5

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

- THIS PAGE INTENTIONALLY LEFT BLANK -

# Santa Cruz Metropolitan Transit District

SANTA CRUZ METRO

**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 CONSIDERATIONS/IMPACT

None

#### V. ALTERNATIVES CONSIDERED

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

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

#### VI. DESCRIPTION OF CLAIM

Claimant	Claim #	Description	Recommended Action
Pelz, Suzanne	16-0014	Bus and claimant's car make contact while driving through intersection	Reject

Prepared By: Tom Szestowicki, Safety Specialist

### VII. APPROVALS:

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

Alex Clifford, CEO/General Manager

- THIS PAGE INTENTIONALLY LEFT BLANK -

# Santa Cruz Metropolitan Transit District

**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 CONSIDERATIONS/IMPACT

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:

Angela Aitken, Finance Manager

Angely auker

Alex Clifford, CEO/General Manager

DATE 09/	09/30/16 15:39		SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE	NSIT DISTRICT HECK NUMBER PAYABLE	I.C	PAGE 1
					DATE: (	09/01/16 THRU 09/30/16
CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR VENDOR	VENDOR TRANS. TYPE NUMBER	TRANSACTION	TRANSACTION COMMENT AMOUNT
56960 56961	09/05/16 09/05/16	207.71 002941 561.62 003151	AA SAFE & SECURITY CO ABC BUS INC	73705	SMC DOOR E INVENTORY	207.71 321.59
5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	09/05/16 09/05/16 09/05/16 09/05/16 09/05/16	160.00 001088 61.33 002861 429.61 003019 77.29 002689 56,183.50 174	ADVANCED MECHANICAL SERVICES AMERICAN MESSAGING SVCS, LLC AMERICAN REPROGRAPHICS CO LLC B & B SMALL ENGINE CORP BARNEY & BARNEY LLC CATTO'S GRAPHICS INC	7 73618 7 73638 73673 73746 73706 73678		240.03 160.00 61.33 429.61 77.29 56,183.50
696 696 697	09/05/1 09/05/1 09/05/1 09/05/1	,846.56 909 ,842.00 00112 ,138.00 00303 501.29 00281		73679 73662 73651 73651 73731 73731	DECALS RPR VEH #2311 AUG 16 MAINTEN AUG 16 LANDSCZ RPR VEH #1106	1,196.25 2,846.56 14,842.00 3,138.00 263.82
56972 56973	09/05/16 09/05/16	1,362.50 003204 80.00 003300	CREEKSIDE COURT REPORTING LLC CSMFO	73721 73642 73740	RPR V ARBIT 9/22	237.47 1,362.50 40.00
56974	09/05/16	3,117.45 003116	CUMMINS PACIFIC LLP	73741 73639 73653 73653		40.00 706.86 187.06 1,349.85
56975 56976	09/05/16 09/05/16	149.20 E986 2,388.71 003274	DELFIN, MONIK EAST BAY TIRE CO.	73691 73748 73647 73648 73648		873.68 149.20 58.70 416.12 927.31
56977 56978 56979 56980	09/05/16 09/05/16 09/05/16 09/05/16	121.50 432 299.00 003301 17.38 372 5,792.37 002952	EXPRESS SERVICES INC. FBM HOLDINGS LLC FEDERAL EXPRESS FLYERS ENERGY LLC	73655 73734 73734 73696 73696		986.58 121.50 299.00 17.38 5,761.14
56981 56982 56983	09/05/16 09/05/16 09/05/16	325.00 003286 112.58 117 104.51 282	GARY RICHARD SNYDER GILLIG LLC GRAINGER	73703 73688 73656 73728 73729	PROPANE REF RACK INVENTORY ORDER NON INVENTORY PARTS NON INVENTORY PARTS	31.23 325.00 112.58 26.93
56984 56985 56985	09/05/16 09/05/16 09/05/16	67.47 E021 4,752.17 R612 9,476.00 002117	HILTNER, THOMAS HOWIE & SMITH, L.L.P. IULIANO #2 LLC	73730 73684 73620 7 73742		51.30 67.47 4,752.17 4,738.00
56987	09/05/16	465.47 1117	KELLEY'S SERVICE INC.	73743 73707 73708 73709 73710	S SEPT 10 KENT INVENTORY ORDER RPR VEH #2603 PC RPR VEH #710 INVENTORY ORDER INVENTORY ORDER	4,738.00 306.07 306.99 10.68 15.58 56.15

09/30/16 15:39		SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE	AANSIT DISTRICT CHECK NUMBER IS PAYABLE		<u>Ω</u> ,
!	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	DATE: TRANSACTION DESCRIPTION	09/01/16 THRU 09/30/16 
!	4,178.08 039	KINKO'S INC.	73733 73735 73735	OUTREACH MATERIALS COA MATERIALS	1,358.69
	2,225.48 216	LABOR READY, INC.	73737 73738 73739 73637	COA HANDOUTS CABRILLO FLYER CABRILLO MAPS TEMP W/E 8/19/16	1,719.09 94.72 138.72 1,112.74
	218.49 003059 112.66 001052 2,159.99 004	MAILFINANCE INC MID VALLEY SUPPLY INC. NORTH BAY FORD LINC-MERCURY	73652 73645 73669 73686	TEMP W/E 8/12/16 9/7-12/6 LEASE PC CUSTODIAL SUPPLIES RPR VEH #714	1,112.74 218.49 112.66 1,919.35
			73719 73720 73724 73724	INVENTORY ORDER RPR VEH #2603 PC RPR VEH #805 RPR VEH #9951	37.89 106.92 50.92
	3,117.42 003115	OFFICE TEAM	73726 73677 73680 73681	CKED11 TEMP W/E 8/19/16 TEMP W/E 8/5/16 TEMP W/E 8/12/16	-20.4/ 792.00 597.60 806.52
	14,519.59 009	PACIFIC GAS & ELECTRIC	73682 73621 73674	TEMP W/E 8/12/16 7/25-8/23 1200B RIVE 7/25-8/23 VERNON	921.30 2,016.32 6,030.24
	107.66 882 194.57 003024 400.00 003255 37.85 107A	PRINT SHOP SANTA CRUZ RICOH USA, INC CA RIGO TORKOS DBA TORKOS MEDIA SAN LORENZO LUMBER & HOME CTR	7	7/20-0/24 GOLF BUSINESS CARDS 5/14-8/13 IMAGES PC 15 SECOND PSA OPS PLUMBING	2,475.05 107.66 194.57 400.00 29.05
	583.23 135	SANTA CRUZ AUTO PARTS, INC.	7337478 7337478 733622 733622 7336223 73622 73622 73622	CREDIT CNVENTORY ORDER CNVENTORY ORDER INVENTORY ORDER	8.80 -17.40 12.35 7.82 21.46 55.19 132.52 19.56
			7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		122.73 15.44 15.44 86.95 38.89 -20.45
	4,324.76 977 5,664.00 768	SANTA CRUZ TRANSPORTATION, LLC SCMTD C/S CHANGE FUND	73644 73693	CKEDIT. JUL 16 SERVICES 3 TVM HOPPER FILL	-122./1 4,324.76 5,664.00

09/01/16 THRU 09/30/16	TRANSACTION COMMENT AMOUNT	421.98 249.36 264.00 288.91 977.55	1,428 1,428 1,428 1,428 1,428 1,542 1,543	90 90 90 90 10 10 10 10 10 10 10 10 10 10 10 10 10	195.17 40.42 40.42 71.38 71.88 145.45 300.88	-135.94 75.00 75.00 75.00	3, 8220 3, 8220 3, 8220 2, 0358 2, 000 5, 000 6, 000 8, 00
DATE:	TRANSACTION DESCRIPTION			INVENTORY ORDER INVENTORY ORDER INVENTORY ORDER INVENTORY ORDER INVENTORY ORDER INVENTORY ORDER INVENTORY SERVICE LAUNDRY SERVICE MANT TOWER	LAUNDRY SERVICE FREIGHT INVENTORY ORDER INVENTORY ORDER CREDIT INVENTORY ORDER	DIT EXAM EXAM EXAM EXAM	DMV EXAM LEGAL AD INVENTORY ORDER INVENTORY ORDER JOB PLACEMENT AD JUL 16 COBRA OUTREACH FOR COA INVENTORY ORDER GFI TRAINING MST LUNCH MEETING STEAM CLEANER PARTS 7/19-8/18 SKY-OCEAN
	TRANS. NUMBER	73747 73744 73745 73619	73368877738688777386887773868877738688777738688777786887777868877786887778688777868877	7.3.69 7.3.70 7.3.70 7.3.70 7.3.70 7.3.69 7.3.69 7.3.69 7.0.6	73727 73643 73670 73671 73702	73715 73665 73666 73667	73668 73669 73711 73711 73711 73716 73765 73757 73757 73753 73753
	VENDOR 7	TREL PLT SILP	O O	NTEREY BAY	E INC.	7	CO H
	VENDOR NAME	SCMTD PETTY CASH - F SECURITY SHORING & S SILVA, SUZANNE SLINGSHOT CONNECTION	SPORTWORKS NORTHWEST STATE STEEL COMPANY TANK TOWN MEDIA LLC TRANSIT HOLDINGS INC	TWO GO LLC DBA MC UNIFIRST CORPORATION	UNITED PARCEL SERVIC VALLEY POWER SYSTEMS	VU, THANH DR. MD	WENDY SIGMUND WESTERN STATES OIL CO WINCHESTER AUTO WORKIN.COM, INC. YANCY, TERRY YELLOW BUS LLC ABC BUS INC AITKEN, ANGELA ALWAYS UNDER PRESSURE
	CHECK VENDOR AMOUNT	421.98 788 513.36 957 288.91 E967 3,834.52 003292	357.23 001976 97.94 104 302.25 003297 3,561.22 003285	22.08 003268 231.42 003152	40.42 007 453.58 002829	300.00 001165	220.00 003299 3,832.65 001506 326.37 002291 358.00 915 2,073.01 T294 5,000.00 003289 6.25 003151 139.03 E437 54.32 192 448.82 001D
	ECK CHECK  MBER DATE	57002 09/05/16 57003 09/05/16 57004 09/05/16 57005 09/05/16	57006 09/05/16 57007 09/05/16 57008 09/05/16 57009 09/05/16	57010 09/05/16 57011 09/05/16	57012 09/05/16 57013 09/05/16	57014 09/05/16	57015 09/05/16 57016 09/05/16 57017 09/05/16 57018 09/05/16 57019 09/05/16 57021 09/12/16 57022 09/12/16 57023 09/12/16
	09/01/16 THRU	DATE: 09/01/16 THRU CHECK CHECK VENDOR VENDOR VENDOR TRANS. TRANSACTION TRANSACTION DATE NUMBER DESCRIPTION AMOUNT AMOUNT NAME	CHECK CHECK VENDOR VENDOR TRANS. TRANSACTION TRANSACTION TRANSACTION TRANSACTION TRANSACTION TRANSACTION TYPE NUMBER DESCRIPTION AMOUNT  02 09/05/16 421.98 788 SCMTD PETTY CASH - FINANCE 73744 RUMBLE PLATE FINAL 249.36  03 09/05/16 513.36 957 SECURITY SHORING & STEEL PLT 73744 RUMBLE PLATE FINAL 264.00  04 09/05/16 288.91 E967 SILVA, SUZANNE 73619 TRAVEL REIMBURSEMENT 288.91  05 09/05/16 3,834.52 003292 SLINGSHOT CONNECTIONS LLP 73672 TEMP W/E 8/21/16 977.55	CHECK CHECK VENDOR NAME   VENDOR TRANS. TRANSACTION	CHECK CHECK VENDOR VENDOR TANNS. TRANSACTION TRANSACTION  R DATE  AMOUNT  CHECK VENDOR VENDOR  NAME  CHECK VENDOR  NAME  CHECK VENDOR  NAME  CHECK VENDOR  TYPE NUMBER PLATE FINAL  288 91 E967  SLIVA, SUZANBE  CONTRIBUTY CASH - FINANCE  73744  RUMBLE PLATE FINAL  73629  73649  73649  73640  73679  TEMP W/E 8/21/16  1,428 49  7369  TEMP W/E 8/21/16  TEMP W/E 8/21/16	CHECK	CHECK CHECK TOWNOR WENDOR TYPE   NUMBER DATE   NUMBER DA

	232.24 647 1,224.28 282
HILL INTERNATIONAL INC HOSE SHOP, THE INC J.R. MERRITT CONTROLS INC KELLEY'S SERVICE INC. KISMET LA GANGA ESPECIAL CNP MAILFINANCE INC MAXIMUM OIL SERVICE LLC	INTERNATIONAL INC SHOP, THE INC MERRITT CONTROLS INC EY'S SERVICE INC.  O'S INC.  ET ANGA ESPECIAL CNP FINANCE INC MUM OIL, SERVICE LLC
	2,639.10 003 2,639.10 003 507.99 003 412.19 111 412.19 4 039 1,277.94 039 140.00 002 300.00 003 157.10 003

DATE 09/30/16 15:	:39	SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE	DISTRICT NUMBER BLE		PAGE 5
				DATE: (	09/01/16 THRU 09/30/16
CHECK CHECK NUMBER DATE	CHECK VENDOR AMOUNT	VENDOR VENDOR TYPE	 TRANS. NUMBER 	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
57048 09/12/16 57049 09/12/16	109.98 002721 983.70 004	NEXTEL COMMUNICATIONS/SPRINT NORTH BAY FORD LINC-MERCURY	73823 73784 73835	7/26-8/25 TVM WIRELE RPR VEH #1113 PC RPR VEH #2603 PC	109.98 982.30 46.07
57050 09/12/16	1,904.61 003115	OFFICE TEAM	73753		-44.67 908.61
57051 09/12/16 57052 09/12/16	2,756.67 009 62.71 043	PACIFIC GAS & ELECTRIC PALACE ART & OFFICE SUPPLY	73827	3 S S E	2,756.00 20,756.67 204.23
57053 09/12/16	377.50 481	PIED PIPER EXTERMINATORS, INC.	73761 73761 73820	OFFICE SUFFLIES AUG 16 PEST WTC AUG 16 PEST VERNOM	78.48 75.50
57054 09/12/16	360.00 187	POLAR RADIATOR SERVICE INC	73833	16 METRO	H
) 			73813	RPR LEAKING TANK1306	180.00
57055 09/12/16 57056 09/12/16	128.88 E969 118.73 003266	FACTORY	73766	MEETING REIMBURSMENT RAIN GEAR	128.88 118.73
U9/12/1	Ω Ω	SAN LOKENZO LUMBER & HOME CIR	73778	DEACTIVATION SIGN MATERIALS FOR EMPLOY	14.15 54.90
			73779	DEACTIVATION SIGNS HYDRAULIC OIL	105.56 7.82
			73786	TRANSMISSION FUNNEL	2.44
			73795	PROJECTOR INSTALLATI	90.43
57058 09/12/16	4.14 002459	SCOTTS VALLEY WATER DISTRICT	73826		14.67 4.14
7059 09/12/1	2,406.03 003292	SLINGSHOT CONNECTIONS LLP	73820 73841	TEMP W/E 8/28/16 TEMP W/E 8/28/16	977.55 1,428.48
57060 09/12/16	1,131.50 001075	SOQUEL III ASSOCIATES TACONY CORPOBATION	73843	CPI	1,131.50
09/12/1	22	Н	73767	RPR VEH #1005	37.44
			73768 73781	INVENTORY ORDER INVENTORY ORDER	517.48 61.39
			73782	INVENTORY ORDER	
57063 09/12/16	365.85 003152	INTETRST CORPORATION	73783	INVENTORY ORDER MAT TOWELS	2,558.84
1			73814	TOWELS	69.01
			73815	LAUNDRY SERVICE MAT TOWELS	235.96
			73839	CUSTODIAL SUPPLIES	40.42
57064 09/12/16	33.87 00	PARCEL SERVICE	73819		33.87
09/12/1	1,871.38 002829	VALLEY POWER SYSTEMS, INC.	73769	INVENTORY ORDER INVENTORY ORDER	1,836.53 34.85
57066 09/12/16 57067 09/19/16	701.44 003294 40.46 003151	VARIDESK LLC ABC BUS INC	73789	⊲C.	701.44 40.46

GE 6	09/30/16	COMMENT	VOIDED	
PAGE	09/01/16 THRU 0	TRANSACTION C AMOUNT		3,500.00 10,000.00 267.02 57.18
	DATE: (	TRANSACTION DESCRIPTION	RPR VEH #1105 PC RPR BUS WASHER 7/19-8/18 CAINET3 7/19-8/18 CAINET3 7/19-8/18 ELEV OPS SC 10-15-31 SEPT 16 TPA FEES BATTERIES CARPET CLEAN 8/20/16 AUDIT FY16 SEPT16 LEGISLATE SVC BUS ROUTE DECALS VINYL DECALS VINYL DECALS VINYL BUS DECALS LNG 8/17/16 LNG 8/11/16 LNG 8/17/16 LNG 8/17/16 LNG 8/11/16 LNG 8/11/16 LNG 8/11/16 LNG 8/11/16 LNG 8/11/16 LNG 8/11/17 NOVE TO FY1/7 INVENTORY ORDER PROVET TO FY1/7 INVENTORY ORDER TIRES TIRES TIRES TIRES TIRES HCM UPGRADE	8/23-8/24 TRAINING FEE 2WAY SMS SETUP CIGARETTE RECEPTACLE METAL LAMP
DISTRICT NUMBER BLE		TRANS. NUMBER	7389556 7399556 7399556 7399427 7399427 7399427 7399600	73907 73939 73913 73924
SANTA CRUZ METROPOLITAN TRANSIT DISTRI CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE		VENDOR VENDOR TYPE	ACTION AUTO GLASS DBA FOR APPLIED INDUSTRIAL TECH ATEN ATCHISON, BARISONE, CONDOTTI & 7 ATTENS INSURANCE SERVICE, INC. BATTERIES USA, INC. BET CLENE INC BROWN ARMSTRONG CAPITALEDGE ADVOCACY, INC. CATTO'S GRAPHICS, INC. CATTO'S GRAPHICS, INC. CLEAN ENERGY  CUMMINS PACIFIC LLP DEPARTMENT OF JUSTICE DEPARTMENT OF FORESTRY & FIRE DIESEL MARINE ELECTRIC, INC. DOCTORS ON DUTY MEDICAL CLINIC EAST BAY TIRE CO. EMING IRRIGATION PRODUCTS EWING IRRIGATION PRODUCTS EXPRESS SERVICES INC.	GENFARE A DIV OF SPX CORP GOVDELIVERY, INC. GRAINGER
		CHECK VENDOR AMOUNT	220.00 003089 116.60 002161 4,116.64 001D 874.13 876 4,646.33 001348 2,022.75 059 874.00 478 17,000.00 616 5,250.00 001324 10,113.21 001129 68,009.54 001124 980.30 003116 96.00 002567 0.00 002567 0.00 003210 805.57 480 200.40 916 3,789.14 003274 2,220.75 432	3,500.00 647 10,000.00 001323 425.15 282
DATE 09/30/16 15:39		CHECK CHECK NUMBER DATE	57068 09/19/16 57069 09/19/16 57070 09/19/16 57072 09/19/16 57074 09/19/16 57075 09/19/16 57076 09/19/16 57077 09/19/16 57078 09/19/16 57081 09/19/16 57082 09/19/16 57084 09/19/16 57084 09/19/16 57087 09/19/16 57087 09/19/16 57087 09/19/16	57090 09/19/16 57091 09/19/16 57092 09/19/16

8 現	09/30/16	COMMENT	MANUAL	
PAGE	09/01/16 THRU 09	TRANSACTION CC AMOUNT		3,000.00
	DATE:	TRANSACTION DESCRIPTION	INVENTORY ORDER SMOG TEST #2403 PC SMOG TEST #2403 PC SMOG TEST VEH #501 OFFICE SUPPLIES COA ROUTE CHANGE AD RPR GFI FAREBOX RPR VEH #804 INVENTORY ORDER INVENTORY ORDER INVENTORY ORDER INVENTORY ORDER RPR VEH #1306 WINDOW TINTING ****-***-6490 ****-***-6490 ****-***-6490 WINDOW TINTING ****-***-0811 MATS TOWELS LAUNDRY SERVICE MATS CUSTODIAL SUPPLIES LAUNDRY SERVICE RAIS INVENTORY ORDER CORE CREDIT INVENTORY ORDER SEPT 16 VISION DMV EXAM OCT 16 COBRA 7/13-8/11 PARACRUZ TRAVEL REIMBURSEMENT INVENTORY ORDER SCO 4-16-13 GENERATOR MASTER PLA RRAVEL REIMBURSEMENT TRAVEL REIMBURSEMENT TRAVEL REIMBURSEMENT TRAVEL REIMBURSEMENT SC 04-16-13 GENERATOR WASTER PLA RPR VEH #2220 INVENTORY ORDER SC 04-16-13 GENERATOR WASTER WTC ONSITE MONITORING ILANDFILL PARKURIDE 8/8-9/12 WATER WTC ONSITE MONITORING SEPT 16 LANDSCAPING	9/1-8/31/17 MEMBERSH
DISTRICT NUMBER ABLE		TRANS. NUMBER	C	73977
N TRANSIT BY CHECK JUNTS PAY		VENDOR TYPE	F I I E S 7 7 0 0 0 V	NO
SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE		VENDOR	SOUND WAVES INSULTION INC SPECIALIZED AUTO AND STAPLES CONTRACT & COMM INC THE JANEK CORPORATION TOYOTA MATERIAL HANDLING TRANSIT HOLDINGS INC TRANSPARENT GLASS COATING OF U.S. BANK U.S. BANK UNITED PARCEL SERVICE VALLEY POWER SYSTEMS, INC. VISION SERVICE PLAN VU, THANH DR. MD YANCY, TERRY SANTA CRUZ MUNICIPAL UTILITIES 7/13-8/11 PARACRUZ ACUIRRE, CIRO ALLIED PROPERTY & CASUALTY BOWMAN & WILLIAMS INC BRENCO OPERATING-TEXAS, LP BRINKS INCORPORATED CAPELLA, KATHLEEN CDM GOVERNMENT, INC. CITY OF SANTA CRUZ-FINANCE CITY OF SANTA CRUZ-FINANCE CITY OF SANTA CRUZ-FINANCE CITY OF WATSONVILLE UTILITIES CLEAN FIERN, LLC COASTAL LANDSCAPING INC. DBA	CTE CENTER FOR TRANSPORTATION
		CHECK VENDOR AMOUNT	2,278.45 003108 121.55 001232 417.91 002245 151.12 003297 701.44 003242 117.00 003010 2,303.37 003285 1,654.00 003110 7,357.43 057 327.78 003152 2,073.01 T294 434.28 079 75.00 001165 2,073.01 T294 434.28 079 75.00 001165 6,37.01 001356 6,072.64 001844 4,545.93 002627 50.73 0124 4,545.93 002627 50.73 01346 6,072.64 001346 6,072.64 001346 890.00 0024488 2,890.00 002034	,000.00 00322
DATE 09/30/16 15:39		CHECK CHECK NUMBER DATE	57119 09/19/16 57121 09/19/16 57122 09/19/16 57123 09/19/16 57124 09/19/16 57125 09/19/16 57125 09/19/16 57127 09/19/16 57130 09/19/16 57131 09/19/16 57132 09/19/16 57133 09/19/16 57134 09/26/16 57135 09/26/16 57137 09/26/16 57137 09/26/16 57138 09/26/16 57139 09/26/16 57142 09/26/16 57143 09/26/16 57144 09/26/16 57144 09/26/16 57145 09/26/16 57146 09/26/16 57147 09/26/16	7149 09/26/1

PAGE 9	DATE: 09/01/16 THRU 09/30/16	TRANSACTION COMMENT TON AMOUNT	RDER 1,644.7  REE SUPP 2,959.7  ION 33.9  21/16 45.0  ATCH PC 6,841.0  ATCH PC 6,841.0  ATCH PC 6,841.1  REE SUPP 101.6  EADWAYS 8,354.4  SKY-CEAN 58.0  EELS 101.0  EELS 10.0  EELS 10.0	3 8/5/16 803.40  PARACKUZ 718.76  WTC SVT PNR 3,078.41
		TRANSACTION DESCRIPTION		TEMP W/E 8/9-9/7 E 8/5-9/2 V
ANSIT DISTRICT CHECK NUMBER S PAYABLE		VENDOR TRANS. TYPE NUMBER	73979 74035 74035 74035 74032 74032 74032 74032 74032 74039 74022 7402 740	74054 74056 74089
SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE		VENDOR NAME	CUMMINS PACIFIC LLP DAVILA, ANA MARIA EAST BAY TIRE CO.  EWING IRRIGATION PRODUCTS EXPRESS SERVICES INC. FIRST ALARM FIRST ALARM 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. LABOR READY, INC. LABOR READY, INC. LAM OFFICES OF MARIE F. SANG MARTIN, KEVIN R MGP XI REIT LLC MID VALLEY SUPPLY INC.	PACIFIC GAS & ELECTRIC
		CHECK VENDOR AMOUNT	1,588.24 003116 3,442.55 003274 455.75 432 455.75 432 455.75 432 455.75 432 8,354.40 912 116.02 003279 10,729.93 117 10,729.93 117 10,729.93 117 10,729.93 117 11,209.97 1117 259.94 001097 259.94 001097 259.94 001097 259.94 001097 1,209.97 1117 1,219.97 1117	7,200.69 009
DATE 09/30/16 15:39		CHECK CHECK NUMBER DATE	57150 09/26/16 57151 09/26/16 57152 09/26/16 57154 09/26/16 57155 09/26/16 57155 09/26/16 57156 09/26/16 57159 09/26/16 57159 09/26/16 57160 09/26/16 57161 09/26/16 57162 09/26/16 57163 09/26/16 57163 09/26/16 57164 09/26/16 57167 09/26/16 57170 09/26/16 57171 09/26/16 57171 09/26/16 57172 09/26/16	57175 09/26/16

PAGE 10	09/30/16	COMMENT	
Ą	09/01/16 THRU C	TRANSACTION C AMOUNT	3,350.60 3,350.60 3,350.60 1,101.62 1,101.
	DATE:	TRANSACTION DESCRIPTION	7/28-8/28 1200ARIVER OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OCT 16 RETIREE SUPP 10/1-12/31 RENT C/S SC 07-16-07 10/1-12/31 RENT C/S SC 03-15-00 SEPT 16 ELEV MAINT BALLASTS OCT 16 RETIREE SUPP INVENTORY ORDER 8/6-9/6 1200RIV IRRI 8/6-9/6 1200RIV IRRI 8/6-9/6 GOLFCLUB IRR 8/6-9/6 GOLFCLUB IRR 8/6-9/6 PACIFIC 8/6-9/6 GOLFCLUB 8/6-9
DISTRICT NUMBER ABLE		TRANS. NUMBER	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE		VENDOR VENDOR TYPE	PALACE ART & OFFICE SUPPLY PEREZ, CHERYL PINON, LEGNARD J UR PINON, LEGNARD J UR PINON, LEGNARD J UR PINON, LEGNARD J UR RANKIN STOCK HEABBRLIN REPUBLIC ELEVATOR COMPANY INC RIVERSIDE LIGHTING & ELECTRIC ROSSI, DENISE ROWE, RUBY SANTA CRUZ MUTRO PARTS, INC. SANTA CRUZ METRO TRANSIT W/C SANTA CRUZ MUNICIPAL UTILITIES SANTA CRUZ MUNICIPAL UTILITIES SOQUEL III ASSOCIATES SPECIALIZED AUTO AND SPECIALIZED AUTO AND SPECIALIZED AUTO AND TANK TOWN MEDIA LLC THOMSON REUTERS BARCLAYS WEST TRANSIT HOLDINGS INC UNIFIRST CORPORATION
		CHECK VENDOR AMOUNT	132.18 043 3,805.78 R675 1,873.07 R659 1,873.07 R659 1,44.94 001153 107.14 536 107.14 536 107.14 536 107.14 536 107.19 596 003292 14,469.87 001075 1,119.96 003292 14,469.87 001075 14,469.87 001075 12,120.063.97 872.70 001976 856.44 E919 151.12 003297 804.94 002675 2,482.69 003285
DATE 09/30/16 15:39		CHECK CHECK NUMBER DATE	57176 09/26/16 57178 09/26/16 57178 09/26/16 57181 09/26/16 57182 09/26/16 57183 09/26/16 57183 09/26/16 57184 09/26/16 57186 09/26/16 57187 09/26/16 57193 09/26/16 57194 09/26/16 57194 09/26/16 57195 09/26/16 57197 09/26/16

DATE 09/30/16 15:39		SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE	ANSIT DISTRIC' CHECK NUMBER S PAYABLE		PAGE 11
	ı			DATE	09/01/16 THRU 09/30/16
CHECK VENDOR AMOUNT		VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
					1
			74041	UNIFORMS/SUPPLIES	197.23
			74042	TOWELS CITETATE SITEDITES	00.01
			74044		6.48
			74071	MATS TOWELS	66.9
6,369.53 002829		VALLEY POWER SYSTEMS, INC.	73973	INVENTORY ORDER	3,435.58
			73974	INVENTORY ORDER	478.48
			73985		19.26
			73986		625.01
			73987		901.15
			73988	_	217.87
			73989	INVENTORY	48.51
			73990		242.57
			73991		401.10
1,237.40 003260		VANTAGE POINT CORP	74058	9/1-8/31/17 ZLICENSE	1,237.40
FOF 25.001/1		VENTZON WINELESS		8/2-9/1 FOSHALALL FO	7 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
			74074	PUSHZTALK	333.52
351.48 001165		VU, THANH DR. MD	7 73966	DMV EXAM	75.00
			74047	HIRE DMV	Η.
			74048	HIRE DMV	92.16
				NEW HIRE DMV EXAM	92.16
1,140.00 676		WEBER, HAYES & ASSOCIATES INC		ANNUAL CAP INSPECTIO	1,140.00
28.00 003290			74050		78.00
319.00 915		WORKIN.COM, INC.	74051	JOB PLACEMENT ADV	319.00
000M 16.00		INGI, MANDI		O H	
743,688.00		ACCOUNTS PAYABLE		TOTAL CHECKS 247	743,688.00

- THIS PAGE INTENTIONALLY LEFT BLANK -	

## Santa Cruz Metropolitan Transit District



**DATE:** October 28, 2016

**TO:** Board of Directors

FROM: Alex Clifford, CEO/General Manager

SUBJECT: ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD

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 CONSIDERATIONS/IMPACT

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

Board of Directors October 28, 2016 Page 2 of 2

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 809 CENTER STREET 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**

- 1 CALL TO ORDER at 8:38 AM by Chair Rotkin.
- 2 ROLL CALL: The following Directors were present, representing quorum:

**Director Ed Bottorff** City of Capitola City of Santa Cruz **Director Cynthia Chase Director Jimmy Dutra, Vice Chair** City of Watsonville **Director Norm Hagen County of Santa Cruz Director Don Lane** City of Santa Cruz **County of Santa Cruz Director John Leopold Director Bruce McPherson County of Santa Cruz County of Santa Cruz Director Mike Rotkin, Chair** Ex-Officio Director Donna Blitzer **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:

Page 5: Added ( ) Around Negative Number (\$2,338k)
 Page 6 Changed Title From Revenue To 'Expenses'
 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<sup>TH</sup> 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<sup>th</sup> 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<sup>th</sup> 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 \$1M 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 – \$5M, 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.

Board of Directors Meeting Minutes September 23, 2016 Page 7 of 7

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

- THIS PAGE INTENTIONALLY LEFT BLANK -	

## Santa Cruz Metropolitan Transit District



**DATE:** October 28, 2016

**TO:** Board of Directors

FROM: Alex Clifford, CEO/General Manager

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 CONSIDERATIONS/IMPACT

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

Board of Directors October 28, 2016 Page 2 of 2

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 City of Scotts Valley City of Santa Cruz Director Cynthia Chase Director Bruce McPherson County of Santa Cruz

Alex Clifford METRO CEO/General Manager Leslyn K. Syren METRO District Counsel

**MEETING TIME: 3:00PM** 

NOTE: THE COMMITTEE CHAIR MAY TAKE ITEMS OUT OF ORDER

### CALL TO ORDER 1

Meeting was called to order at 3:10PM by Director McPherson.

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

City of Scotts Valley Arrived 3:22PM **Director Dene Bustichi** 

Director Cynthia Chase **City of Santa Cruz Director Bruce McPherson County of Santa Cruz** 

METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY

INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE:

Claire Fliesler, SC City Ciro Aguirre, METRO Erron Alvey, SCMTD Thomas Hiltner, SCMTD Lorraine Bayer, undeclared Bonnie Lipscomb, SC City Barrow Emerson, SCMTD Pete Rasmussen, SCMTD

DRAFT

Capital Projects Standing Committee Agenda September 20, 2016 Page 2 of 4

### 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 DOCUMENTA-TION 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.

Capital Projects Standing Committee Agenda September 20, 2016 Page 3 of 4

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 \$6M 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

MOTION CARRIED UNANIMOUSLY.

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 4:23PM.

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 <a href="https://www.scmtd.com">www.scmtd.com</a> subject to staff's ability to post the document before the meeting.

Santa Cruz Metropolitan Transit District



### **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 >\$25K 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.

110 Vernon Street, Santa Cruz, CA 95060 (831) 426-6080, FAX (831) 426-6117 Santa Cruz METRO On-line at http://www.scmtd.com

Santa Cruz Metropolitan Transit District



### **Membership**

The Committee shall be composed of  $\underline{\mathbf{X}}$  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**

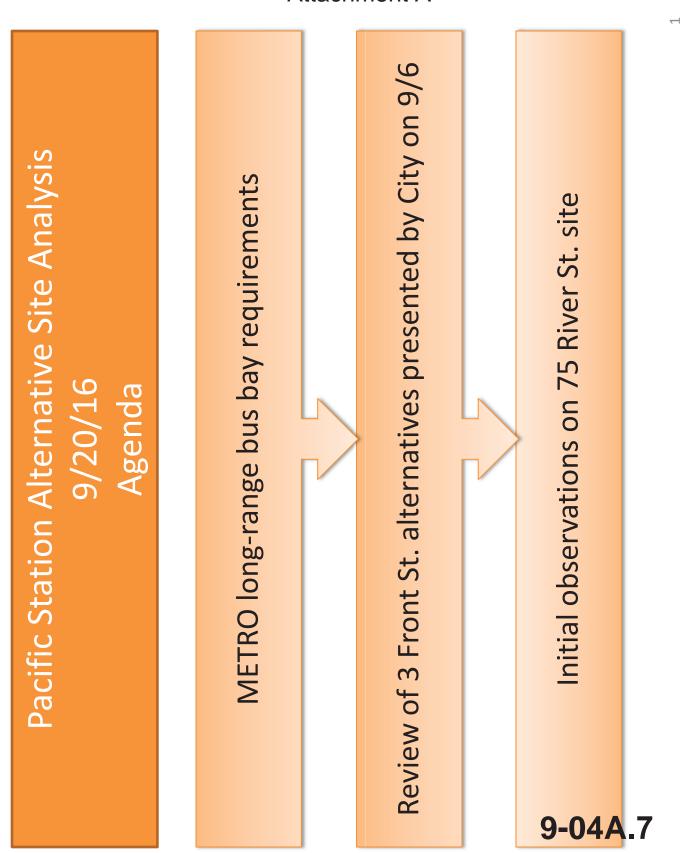
Members of the Committee shall be appointed for the term of one-year, or when filling a vacancy, for the remaining term of the seat vacated. They shall serve continuously until resignation or replacement by the METRO Board.

### **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.



## METRO long-range downtown

9-04A.8

## bus bay requirements

- Requires AVL, on-site audio-visual communications for operators and public (\$4-5 million capital, \$4-Current Operating Protocol

  • 25 bays (14 active bays, 11 layover) serving 19 routes

  • 25 bays (14 active, 7 layover, 4 future growth)

  • 25 Bays (14 active, 7 layover, 4 future growth)

  • No on-site layovers require return to JK Souza Operational facility

  • 25 minute/3.2 mi roundtrip

  • 290 daily trips with 10+ min layovers. Added cost \$5 million annually

  • 19 bays (active, layover, future growth)

  • 19 bays (active, layover, future growth)

  • Requires AVL, on-site audio-visual communications for operators and public (\$4-5 million cap 500,000 annual operations

  • Required to confirm exact bay savings)

  • AVL and on-site audio-visual communications may save up to 6 bays (further simulation analy required to confirm exact bay savings)
- AVL and on-site audio-visual communications may save up to 6 bays (further simulation analysis

# Review of Front St. Proposals

METRO Requirements

On-time Performance

Customer Legibility

Cost Control

Site alternatives do not have enough bays to meet needs for active boarding and layovers now and in the future

9-04A.9

## Review of Front St. Proposals

Location Issues

### Fraffic

575 daily trips would move through
 intersections and station entrances
 daily

 Bus volume increase on Front St. (unconfirmed access to/from Pacific Ave.)

- Front St. Intersections with Soquel Ave. and Cathcart St.
- No intersection analysis
- Congestion decreases intersection level of service and bus on-time performance
- Station related pedestrian movements would impact signal cycles

## Maneuverability

- Inability to move between bays internally, adds to on-street volume
- Inability to make efficient movements between station and Front St. dependably
- Inability to align correctly in street lanes, contributing to traffic congestion
- Potential inability to directly access Pacific Ave. (turning movements and traffic delays)

A

# Review of Front St. Proposals

**Design Alternatives** 

### #1 – 45-ft buses

 Longer buses being Not enough bays considered

### #2 - 40/45-ft

- Longer buses being Not enough bays considered
- appropriate Cathcart St. Decreased station movements more width makes difficult

### #3 – nose to tail

- Not enough bays
- multiple bus pullout access/egress limits No signalized
- No independent pull ft./bay) would block in/out (need 105+ following buses
- buses in active bus area pedestrian movements movement by layover with unrestricted Unsafe backing

9-04A.11

Based on analysis, METRO does not recommend Front St. site

# Initial Review of 75 River St. Site

No specific layout and/or access assumptions for this location

9-04A.12

### Opportunities

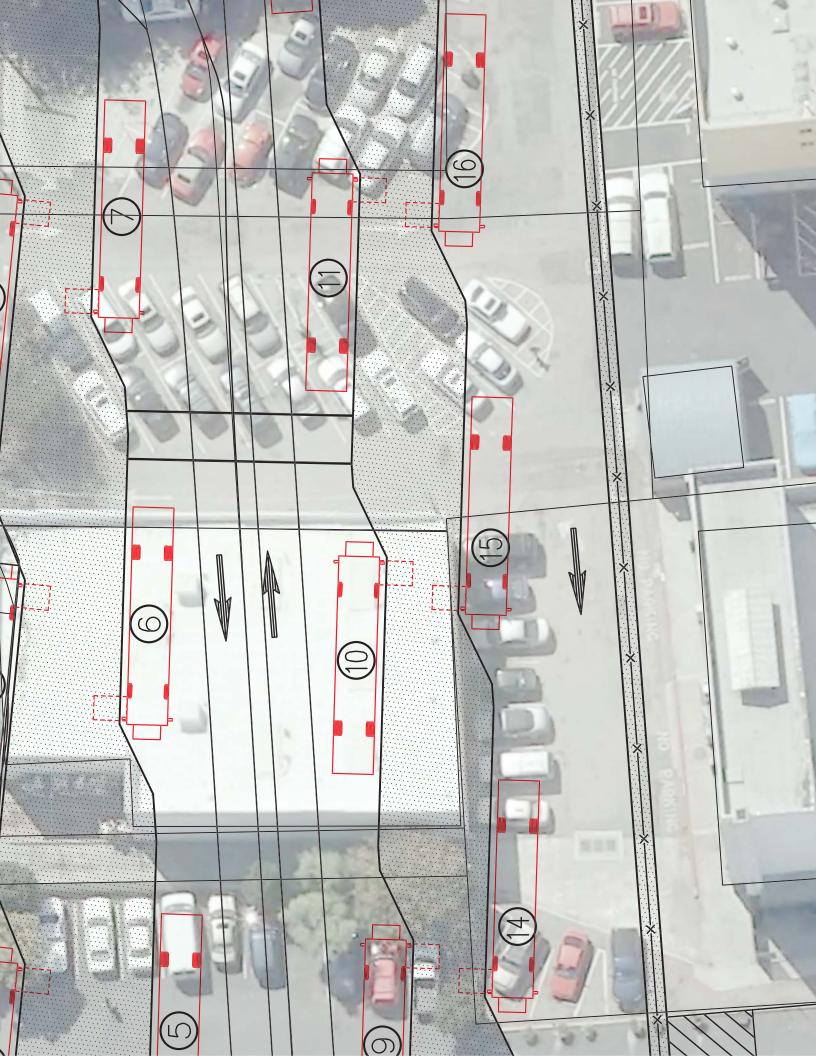
- Potential for access from three streets
- Potential for on-street bays
- Potentially efficient transfers to nondowntown destinations

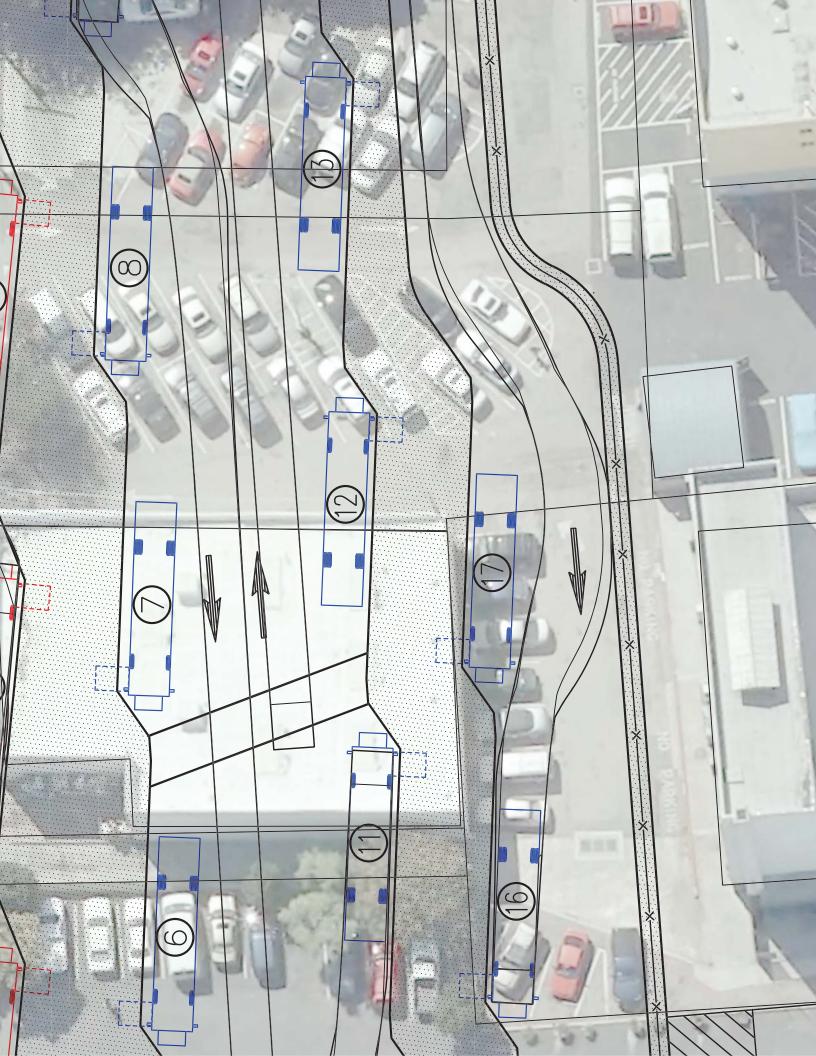
## Issues for Further Analysis

- Poorer access to downtown retail/employment destinations (.5 mi/11 min walk from current site)
- Operational issues related to inservice/deadhead mileage.
- UCSC related boarding locations and onstreet dwell times
- Safety/security issues related to on-street active and layover bays

## On-site Support Facility Requirements

- Customer Service
- Security
- Operator Restrooms
- Staff, Paracruz, Delivery, and Security Parking
- Bike Facilities







- THIS PAGE INTENTIONALLY LEFT BLANK -

September 20, 2016

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 Cynthia Chase Don Lane City Manager Vice-Mayor Councilmember

- THIS PAGE INTENTIONALLY LEFT BLANK -

### Santa Cruz Metropolitan Transit District



**DATE:** October 28, 2016

**TO:** Board of Directors

FROM: Alex Clifford, CEO/General Manager

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 SEPTEMBER 21, 2016 – 11:00 AM METRO ADMIN OFFICES 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

Director Jimmy Dutra, Vice Chair

Director Donald Norm Hagen

Director John Leopold

Director Mike Rotkin, Chair

City of Scotts Valley

City of Watsonville

County of Santa Cruz

County of Santa Cruz

County of Santa Cruz

Alex Clifford METRO CEO/General Manager

Leslyn K. Syren 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

Personnel/Human Resources Standing Committee Agenda September 21, 2016 Page 2 of 5

### 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<sup>th</sup>, 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.

Personnel/Human Resources Standing Committee Agenda September 21, 2016 Page 3 of 5

### 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

Personnel/Human Resources Standing Committee Agenda September 21, 2016 Page 4 of 5

group annually in December; and, 2) A section which deals with reclassifications in which they can choose three <u>and</u> 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.

Personnel/Human Resources Standing Committee Agenda September 21, 2016 Page 5 of 5

### 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 <a href="https://www.scmtd.com">www.scmtd.com</a> subject to staff's ability to post the document before the meeting.

9
01
2
6
0
ges
nge
$\subseteq$
Ja
5
Œ
aa
4
=
3
S
-
16
7
0
9
_
of
as o
a
S
ē
/e
_
2
_'
$\supset$
ш
S
0
$\subseteq$
B
nt a
mt a
Igmt a
Mgmt a
Σ
ip - Mgmt a
Σ
omp - M
Σ
omp - M
omp - M
and Comp - M
and Comp - M
omp - M

Stable   Step 6   Step 6   Step 6   Stable   S	dy, Reclass mber 2015	dy, Reclassification, or Comp Study (Salary Survey) mber 2015	ary Survey)				
Customer Service Representative (CSR)   \$13.58 - \$20.007   \$18.38 - \$23.38   14.16%		<u>Original Position Title</u>	New Position Title	Old pay	Recommended Pay.	Step 6 % Change	
Customer Service Representative (CSR)         Customer Service Coordinator (CSC)         N/A         \$18.18 - \$23.318         \$18.38 - \$23.38         \$14.16%           Customer Service Coordinator (CSC)         N/A         \$18.38 - \$23.318         \$18.38 - \$23.38         \$10.00%           Accountant I         N/A         \$28.03 - \$34.00         \$30.50 - \$38.01         \$238.31         \$23.68           Supervising Accountant II         N/A         \$33.37 - \$42.58         \$30.50 - \$38.01         \$238.33           Schedule Analyst         Schedule Analyst         Schedule Analyst         N/A         \$32.23 - \$31.68         \$1.44%           None         Safety Specialist         N/A         \$32.23 - \$41.49         \$0.00%           None         Assistant Safety and Training Coordinator         N/A         \$22.23 - \$41.49         \$0.00%           None         Administrative Coordinator         None         Human Resources Generalist         N/A         \$27.25 - \$34.80         \$0.00%           Senior Accounting Technician         None         Human Resources Generalist         N/A         \$27.25 - \$34.80         \$0.00%           Senior Accounting Technician         Payroll Accounting Support Specialist         N/A         \$27.25 - \$34.80         \$0.00%	>	Reservationist	Customer Service Representative (CSR)	\$13.58 - \$20.07	\$18.38 - \$23.38		Reservationist moved from UTU to SEIU and converted to
Customer Service Coordinator (CSC)         Customer Service Coordinator (CSC)         N/A	>	Customer Service Representative (CSR)	Customer Service Representative (CSR)	\$18.18 - \$23.18	\$18.38 - \$23.38		CSR position description and pay change
Accountant II	>	Customer Service Coordinator (CSC)	Customer Service Coordinator (CSC)	N/A	N/A	0.00%	Position description change only
Accounting Technician  Accounting Technician	(15)						
Supervising Accountant         N/A         \$33.37 - \$42.56         \$35.08 - \$44.76         5.14%           Schedule Analyst         Schedule Analyst         N/A         N/A         N/A         0.00%           None         Safety Specialist         N/A         \$32.53 - \$41.49         0.00%           None         Assistant Safety and Training Coordinator         N/A         \$20.17 - \$37.88         0.00%           None         Human Resources Generalist         N/A         \$26.05 - \$33.25         0.00%           Administrative Coordinator         None         Human Resources Generalist         N/A         \$27.25 - \$34.80         0.00%           Senior Accounting Technician         Payroll Accounting Support Specialist         N/A         \$27.25 - \$34.80         0.00%		Accountant I	N/A N/A	\$26.91 - \$34.40 \$28.23 - \$36.08	\$29.05 - \$37.08	7.23%	Pay change only Pay change only
Schedule Analyst Schedule Analyst N/A N/A S32.53 - \$41.49 0.00%  None Safety Specialist N/A \$32.53 - \$41.49 0.00%  None Assistant Safety and Training Coordinator N/A \$20.17 - \$37.88 0.00%  None Human Resources Generalist N/A \$20.17 - \$33.25 0.00%  Administrative Coordinator None Human Resources Generalist N/A \$27.25 - \$34.80 0.00%  Senior Accounting Technician Payroll Accounting Support Specialist N/A N/A 0.00%		Supervising Accountant	N/A	\$33.37 - \$42.56	\$35.08 - \$44.76	5.14%	Pay change only
Schedule Analyst         Schedule Analyst         N/A         N/A         N/A         0.00%           None         Safety Specialist         N/A         \$32.53 - \$41.49         0.00%           None         Safety Specialist         N/A         \$37.64 - \$48.06         0.00%           None         Assistant Safety and Training ordinator         N/A         \$29.17 - \$37.88         0.00%           None         Human Resources Generalist         N/A         \$20.05 - \$33.25         0.00%           Administrative Coordinator         None         \$30.17 - \$38.52         N/A         \$0.00%	4/15)						
None         Safety Specialist         N/A         \$32.53 - \$41.49         0.00%           None         Senior Safety Specialist         N/A         \$37.64 - \$48.06         0.00%           None         Assistant Safety and Training Coordinator         N/A         \$29.17 - \$37.88         0.00%           Robin         Blectronic Technician         N/A         \$26.05 - \$33.25         0.00%           Human Resources Generalist         N/A         \$27.25 - \$34.80         0.00%           Administrative Coordinator         None         \$30.17 - \$38.52         N/A         0.00%		Schedule Analyst	Schedule Analyst	N/A	N/A	0.00%	Union and METRO agreed a wage survey was unnecessar
None         Safety Specialist         N/A         \$32.53 - \$41.49         0.00%           None         Assistant Safety specialist         N/A         \$37.64 - \$48.06         0.00%           None         Assistant Safety and Training Coordinator         N/A         \$29.17 - \$37.88         0.00%           None         Electronic Technician         N/A         \$26.05 - \$33.25         0.00%           Administrative Coordinator         None         Human Resources Generalist         N/A         \$27.25 - \$34.80         0.00%           Administrative Coordinator         None         Payroll Accounting Support Specialist         N/A         N/A         0.00%							
None         Assistant Safety and Training Coordinator         N/A         \$29.17 - \$37.88         0.00%           None         Human Resources Generalist         N/A         \$26.05 - \$33.25         0.00%           Administrative Coordinator         None         N/A         \$27.25 - \$34.80         0.00%           Senior Accounting Technician         Payroll Accounting Support Specialist         N/A         N/A         N/A         0.00%	> >	None None	Safety Specialist Senior Safety Specialist	N/A	\$32.53 - \$41.49	0.00%	Position description and pay created
None Human Resources Generalist N/A \$27.25 - \$34.80 0.00%  Administrative Coordinator None \$30.17 - \$38.52 N/A 0.00%  Senior Accounting Technician Payroll Accounting Support Specialist N/A N/A 0.00%		None None	Assistant Safety and Training Coordinator Electronic Technician	N/A N/A	\$29.17 - \$37.88 \$26.05 - \$33.25	0.00%	Position description and pay created Position description created and use of FM Mechanic III p
None       Human Resources Generalist       N/A       \$27.25 - \$34.80       0.00%         Administrative Coordinator       None       \$30.17 - \$38.52       N/A       0%         Senior Accounting Technician       Payroll Accounting Support Specialist       N/A       N/A       0.00%	4)						
Administrative Coordinator None \$30.17 - \$38.52 N/A 0% Senior Accounting Technician Payroll Accounting Support Specialist N/A N/A 0.00%		None	Human Resources Generalist	N/A	\$27.25 - \$34.80	%00.0	Position description and pay created
Senior Accounting Technician Payroll Accounting Support Specialist N/A N/A 0.00%		Administrative Coordinator	None	\$30.17 - \$38.52	N/A	%0	Position moved to Management Comp Plan
	(11)	Senior Accounting Technician	Payroll Accounting Support Specialist	N/A	N/A		Position description change only

9
=
Ó
7
9
ŏ
-
es
9
=
0
-
O
B
aa
-
Ì
=
3
10
-
9
-
7
0
ā
Ö
0
200
S
a
S
_
B
9
-
2
1
-
$\supset$
ш
S
-
0
nd
and
t and
nt and
mt an
gmt and
mt an
mp - Mgmt an
omp - Mgmt an
mp - Mgmt an
omp - Mgmt an
omp - Mgmt an
omp - Mgmt an
and Comp - Mgmt an
s and Comp - Mgmt an
and Comp - Mgmt an

Transportation Planning Supervisor   Transportation Planning Supervisor   State   St	Study, Reclass	Study, Reclassification, or Comp Study (Salary Survey) scember 2015	ry Survey)				
Financial Analyst   N/A   S1LD? 539.66   0.00%	<u>szt</u>		New Position Title	Old pay	Recommended_ Pay_	Step 6 % Change	Remarks
Financial Analyst	(12)						
Benefits Administrator   Benefits Administrator   \$21.56 - \$27.53   \$22.60 - \$28.86   461%	Study Study	none Financial Analyst	Sr. Financial Analyst Financial Analyst	N/A N/A	\$31.07 - \$39.66 N/A	%00.0	Position description and pay created Position description change only
Penefits Coordinator   Benefits Administrator   \$21.56 - \$77.53   \$22.60 - \$28.86   46.18     Transportation Planning Supervisor   Transportation Planning Supervisor   \$27.14 - \$37.23   \$30.05 - \$38.35   \$2.90%     S. Transportation Planner   \$2.74 - \$34.73   \$30.05 - \$38.35   \$2.90%     S. Transportation Planner   \$2.74 - \$34.73   \$30.05 - \$34.63   \$30.05 - \$34.63   \$30.05 - \$30.05     Transportation Planner   Transportation Planner   \$2.74 - \$33.77   \$20.39 - \$30.05     Transportation Planning Aide   Transportation Planning Aide   \$19.80 - \$25.27   \$20.39 - \$36.03   \$2.92%     Transportation Planning Aide   Transportation Planning Aide   \$19.80 - \$25.27   \$20.39 - \$36.03   \$2.92%     Transportation Planning Aide   Transportation Planning Aide   \$19.80 - \$25.27   \$20.39 - \$36.03   \$2.92%     Transportation Planning Aide   Transportation Planning Aide   \$19.80 - \$25.27   \$20.39 - \$36.03   \$2.92%     Mechanic II	09/09/11)						
Transportation Planning Supervisor   Transportation Planning Supervisor   S. Transportation Planning Supervisor   S. Transportation Planner   S.	Study	Benefits Coordinator	Benefits Administrator	\$21.56 - \$27.53	\$22.60 - \$28.86	4.61%	Position description and pay change
Transportation Planning Supervisor   Transportation Planning Supervisor   State   St	(10)						
St. Transportation Planner   St.	Study	Transportation Planning Supervisor	Transportation Planning Supervisor	\$29.17 - \$37.23	\$30.05 - \$38.35	2.92%	Position description and pay change
Transportation Planner	Study	Sr. Transportation Planner	Sr. Transportation Planner	\$27.78 - \$35.46	\$28.61 - \$36.52	2.90%	Position description and pay change
Transportation Planning Aide	Study	Transportation Planner	Transportation Planner	\$26.46 - \$33.77	\$27.25 - \$34.78	2.90%	Position description and pay change
3/101         Mechanic I         Mechanic II         M/A         N/A         0.00%           y         Mechanic III         MARchanic III         N/A         N/A         0.00%           y         Lead Mechanic III         N/A         N/A         0.00%           y         Lead Mechanic III         N/A         N/A         0.00%           y         Fleet Maintenance Supervisor         Fleet Maintenance Supervisor         Fleet Maintenance Supervisor         N/A         N/A         0.00%           y         Sr Accounting Technician         Purchasing Assistant         N/A         N/A         N/A         0.00%           11/08         Payroll Specialist         Payroll Specialist         N/A         N/A         N/A         0.00%           y         Safety and Training Coordinator         Safety and Training Coordinator         \$25.12 - \$32.05         \$26.88 - \$34.30         6.56%	Study	Jr. Transportation Planning Aide	Transportation Planning Aide	\$ 19.80 - \$25.27	\$20.39 - \$26.03	2.92%	Position description and pay change
Amechanic II         Mochanic II         N/A         N/A         0.00%           Mechanic III         Mechanic III         N/A         N/A         0.00%           Mechanic III         Mechanic III         N/A         N/A         0.00%           Fleet Maintenance Supervisor         Fleet Maintenance Supervisor         Fleet Maintenance Supervisor         N/A         N/A         0.00%           Sr Accounting Technician         Purchasing Assistant         N/A         N/A         0.00%           Payroll Specialist         Payroll Specialist         N/A         N/A         N/A         0.00%           Amount of Safety and Training Coordinator	08/13/10]						
Amechanic III         Mechanic III         N/A         N/A         N/A         0.00%           Mechanic III         Mechanic III         N/A         N/A         N/A         0.00%           Fleet Maintenance Supervisor         Fleet Maintenance Supervisor         N/A         N/A         0.00%           Sr Accounting Technician         Purchasing Assistant         N/A         N/A         0.00%           Payroll Specialist         Payroll Specialist         N/A         N/A         0.00%           Along         Safety and Training Coordinator         Safety and Training Coordinator         \$25.12 - \$32.05         \$26.88 - \$34.30         6.56%	Study	Mechanic I	Mechanic I	N/A	N/A	0.00%	Position description change only
Mechanic   Mochanic	Study	Mechanic II	Mechanic II	A/N	N/N	0.00%	Position description change only
Fleet Maintenance Supervisor Fleet Maintenance Supervisor N/A N/A 0.00%  Sr Accounting Technician Purchasing Assistant N/A N/A 0.00%  Payroll Specialist Payroll Specialist N/A N/A 0.00%  Safety and Training Coordinator Safety and Safety	Study	Mechanic III	Nechanic III	A/N A/N	N/A	0.00%	Position description change only
Sr Accounting Technician  Sr Accounting Technician  Purchasing Assistant  N/A  N/A  N/A  N/A  0.00%  Safety and Training Coordinator	Study	Fleet Maintenance Supervisor	Fleet Maintenance Supervisor	N/A	N/A	0.00%	Position description change only
About In Specialist         Purchasing Assistant         N/A         N/A         0.00%           Payroll Specialist         Payroll Specialist         N/A         N/A         0.00%           Safety and Training Coordinator         Safety and Training Coordinator         \$25.12 - \$32.05         \$26.88 - \$34.30         6.56%	(60/,						
/081         Safety and Training Coordinator         Safety and Training Coordinator         Safety and Training Coordinator         Payroll Specialist         N/A         N/A         0.00%           6.56%	Study	Sr Accounting Technician	Purchasing Assistant	N/A	N/A	0.00%	Position description change only
Aosis         Payroll Specialist         N/A         N/A         0.00%           Aosis         Safety and Training Coordinator         \$25.12 - \$32.05         \$26.88 - \$34.30         6.56%	14/08)						
/08]         Safety and Training Coordinator         \$25.12 - \$32.05         \$26.88 - \$34.30         6.56%		Payroll Specialist	Payroll Specialist	N/A	N/A	%00.0	Position description change only
Safety and Training Coordinator Safety and Training Coordinator \$25.12 - \$32.05 \$26.88 - \$34.30 6.56%	11/21/08)						
	Study	Safety and Training Coordinator	Safety and Training Coordinator	\$25.12 - \$32.05	\$26.88 - \$34.30		Position description and pay change

Study, Reclass	Study, Reclassification, or Comp Study (Salary Survey)	ıry Survey)				
ist .	Original Position Title	New Position Title	λed piO	<u>Recommended</u>	Step 6 % Change	Remarks
[80]	Administrative Assistant/Supervisor	Administrative Assistant/Supervisor	N/A	N/A	0.00%	Position description change only
[07]	Lead Parts Clerk Parts Clerk	Lead Parts Clerk Parts Clerk	N/A N/A	N/A N/A	0.00%	Position description change only Position description change only
<b>04/27/07)</b> Study	Payroll and Benefits Coordinator	Financial Analyst	\$20.37 - \$26.02	\$24.14 - \$30.81	15.55%	Position description and pay change
11/26/07)	Administrative Assistant/Supervisor Administrative Assistant Administrative Services Coordinator Transit Supervisor	Administrative Assistant/Supervisor Administrative Assistant Administrative Services Coordinator Transit Supervisor	\$17.19 - \$21.92 \$16.37 - \$20.89 \$21.87 - \$27.95 \$22.13 - \$28.21	\$18.39 - \$23.47 \$17.52 - \$22.37 \$23.40 - \$29.86 \$23.24 - \$29.66	6.60% 6.62% 6.40% 4.89%	Pay change only Pay change only Pay change only Pay change only

**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 \$75,203, 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 CONSIDERATIONS/IMPACT

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

ey, Furchasing Manager

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

Approved as to fiscal impact: Angela Aitken, Finance Manager

Alex Clifford, CEO/General Manager

(sich) (all)

dk low for AA

- THIS PAGE INTENTIONALLY LEFT BLANK -

### 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

THIS FIRST AMENDMENT TO THE LAND LEASE AGREEMENT is made effective \_\_\_\_\_, 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 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

### 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: 10/20/16	LANDLORD: Wave Crest Development, Inc. By:
DATED: 10/20/16	J3D Limited Partnership By:  DLM Living Trust, as General Partner Douglas Michels, Trustee
DATED:10/20/16	Lawrence Michels Family Limited Partnership By:  Douglas Michels

### 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:	Alex Clifford, General Manager
DATED:	Approved as to Form:
	By: Deslyn Syren EESLYN SYREN, District Counsel

- THIS PAGE INTENTIONALLY LEFT BLANK -	

**DATE:** October 28, 2016

**TO:** Board of Directors

**FROM:** Al Pierce, Maintenance Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 2<sup>ND</sup>

AMENDMENT EXTENDING THE CONTRACT WITH COASTAL LANDSCAPING, INC. FOR LANDSCAPING MAINTENANCE AND SERVICES, INCREASING THE CONTRACT TOTAL BY \$40,000

# I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a 2<sup>nd</sup> 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 CONSIDERATIONS/IMPACT

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

affin

Approved as to form: Leslyn K. Syren, District Counsel Mo-for leshin Syren

Approved as to fiscal impact: Angela Aitken, Finance Manager

Angela atken

Alex Clifford, CEO/General Manager

- THIS PAGE INTENTIONALLY LEFT BLANK -	

# 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.

Best Regards,

Jeffrey D. Powers, ASLA, CLCA

Coastal Landscaping, Inc.

PO Box 176

Aptos, CA 95001

www.coastallandscapinginc.com

jeff@clilandscaping.com

(831) 334-7202

- THIS PAGE INTENTIONALLY LEFT BLANK -	

# 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.

### 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	<del></del>
Santa Cruz METRO – SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	
Alex Clifford, CEO/General Manager	
Contractor – COASTAL LANDSCAPING, INC.	
Jeffrey D. Powers, President	Thy Stewn RMO
Approved as to Form:	$\bigcap$
Leslyn Syren, District Counsel	for lesly Syren

**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 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 CONSIDERATIONS/IMPACT

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

Cegnu

Approved as to fiscal impact: Angela Aitken, Finance Manager Augla aitken

Alex Clifford, CEO/General Manager

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

- THIS PAGE INTENTIONALLY LEFT BLANK -	

# CONTRACT FOR RESURFACING AND RESTRIPING PARKING LOTS 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

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. <u>COMPENSATION</u>

### 5.01 Terms of Payment

Upon written acceptance, Santa Cruz METRO agrees to pay Contractor \$\sum\_{55,000.00}\$ as identified in the Bid Form, Exhibit B, not to exceed \$\sum\_{55,000.00}\$ 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 \$\sum\_{55,000.00}\$ 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

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:
  - 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:
  - 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.
  - 2. 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.
  - 3. The amount paid for subsistence and travel required by collective bargaining agreements.
  - 4. 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.

- 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.
  - 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.
  - 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.
  - 2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
  - 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.
  - 4. 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.

- 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 ½-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 ½-day of operation.
  - 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.

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 B, C, 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
Materials	
Equipment	15 percent

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.
- 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 §3262(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. <u>AUTHORITY</u>

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	<u>-</u> :
Santa Cruz METRO – SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	
Alex Clifford, CEO/General Manager	
Contractor – ALANIZ CONSTRUCTION, INC. RosyAlaniz, President	Losy S. Aluvan
Approved as to Form:  Leslyn Syren, District Counsel	for Cestyn Syren

- THIS PAGE INTENTIONALLY LEFT BLANK -	

# Santa Cruz Metropolitan Transit District



**DATE:** October 28, 2016

**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 CONSIDERATIONS/IMPACT

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

# VII. APPROVALS:

Approved as to fiscal impact: Angela Aitken, Finance Manager Angela Critkes

Alex Clifford, CEO/General Manager

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

# Attachment A 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 Parties, 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/VTA Highway 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(a) and 6.05(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 Wi-Fi 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

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 <u>Hourly Rate and Annual Operating Costs</u>, 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 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:
        - 1. 9 less weekday trips out of 64 daily one way trips
        - 2. Maintaining 5 non-timetable Friday Specials
        - 3. 2 less weekend trips out of 31 daily one way trips
        - 4. Maintaining 6 Holidays
        - 5. Maintaining weekday service to San Jose State University (SJSU)

- 2. Section 3.05 Wi-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:
    - 1. METRO 10.4%
    - 2. 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:
    - 1. METRO 41.6% (\$21.016)
    - 2. CCJPA (Amtrak) 16.8% (\$8,487)

METRO will bill Amtrak \$8,487 once a year. VTA will not contribute to Wi-Fi costs at this time.

- 3. Article V. <u>Term and Termination</u>, 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 CIGOZ METROPOLITAN TRANSIT DISTRICT (Santa Cruz METRO)
BY: <u>ALEX CLIPTORD</u>
CEO/General Manager
Approved as to form:
BY: leg 7.
LESLYN K. SYREN
District Counsel
CAN TO A OTHER TOTHER DOWNERS AT THE TOTHER TOTHER
SAN JOAQUIN JOINT POWERS AUTHORITY (SJJPA)
BY: Streng Mortens
STACY MORTENSEN
Executive Director
Breedil to Bilector
CAPITOL CORRIDOR JOINT POWERS AUTHORITY (CCJPA)
TOP IL
BY:
DAVID KUTROSKY
Managing Director
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA)
A A A A A A A A A A A A A A A A A A A
W. J. January
BY: NURIAT FERNANDEZ
NURIAT. FERNANDEZ  General Manager
General Manager
Approved as to form:
BY: evelymore
EVELYN TRAN
Assistant General Counsel
CALIFORNIA DEPARTMENT OF TRANSPORTAION (CALTRANS)
154 DC TRANSPORTATION (CALTRANS)
BY: Mace last
BRUCE ROBERTS
Chief, Division of Rail

# Exhibit B

# **EXHIBIT B**

# 9-09A.Exhibit B.1

					Cruz Co		Amtra	ak/High	iway 17	Express
		Day	3-Day	7-Day	31-Day	15-Ride		Day Pass	31-Day Pass	15-Ride Pass
Adult (age 18 and over)	\$2	\$6	\$15	\$32	\$65	\$27	\$7	\$14	\$145	\$94.50
Youth (through age 17)	\$2	\$6	\$15	\$32	\$48	\$27	\$7	\$14	\$145	\$94.50
Discount Fare (Must present Discount Photo ID, see page 7)	\$1	\$3	\$7.50	\$16	\$32	\$13.50	\$3.50	N/A	N/A	N/A
Child										

Child (less than 46 inches tall)

46" height is marked at bus entrance

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

# **Pass and Transfer Details**

Clipper cards are NOT honored, <u>except</u> 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

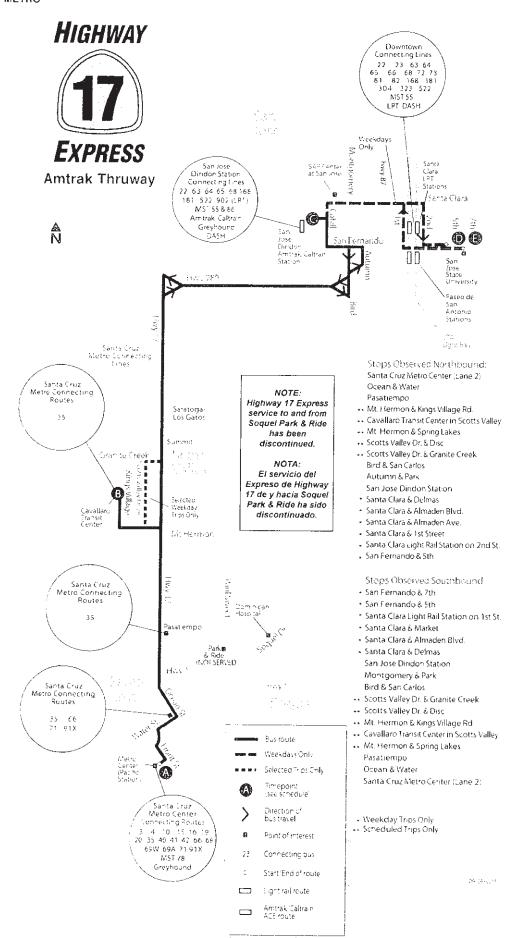
Choose to receive email or text message alerts... or both!

9-09A.Exhibit B.2

NERider's Guide

# SCMTD.COM

# Exhibit B



,是这个人,我们就是不是一种,我们也不是一定的,我们也不是有一种的,我们就是一个时间,也是一个人的,我们也不是一个人的,我们也不是一个人的,我们也不是一个人的,我们也不是一个人的,我们也不是一个人的,

The second second

**H**IGHWAY

# Highway 17 Express - Amtrak Thruway



# San Jose to Scotts Valley and Santa Cruz



EXPRESS		e to Scott	s valley a	and Santa	S	Jose	Scotts Valley San
	Salar	Train Co	<del>/</del>			S. S	Scotts valley San
	\ \text{Yill}			<b>B</b>	•	0	0
		Wee	kdays	Southbo	ound		
6.32 7:47			7 39	5:55 <b>①</b> 6:55 <b>①</b> 7:40 <b>①</b> 8:20 <b>①</b>	6:05AM 7:08 7:53 8:33	6:47 7:55 8:40 9:20	7:06 8:16 9:01 9:41
8:52 9:17	10 40		8 38 9 28 10 13	9:00 <b>①</b> 9:35 10:35 11:40	9:13 9:45 10:45 11:50	10:00 10:27 11:27 12:32 PM	10:21 10:43 11:43 12:48
	2:15*	le in.com		11:40 12:35 1:35 2:35	12:45 1:45 2:45	1:27 2:27 3:32	1:43 2:43 3:49
		Current Caltrain Schedule (800) 660-4287 or www.caltrain.com	3:18	3:00 3:20 3:45 4:00 4:40	3:10 3:30 3:55 4:10 4:50	3:57 4:17 4:42 5:02 5:42	4:14 4:34 4:59 5:19
	4:50*	ent Caltra 4287 or и		5:00 5:15 5:35	5:10 5:25 5:45	6:02 6:17 6:37	5:59 6:19 6:34 6:54
		Curre (800) 660-	6:48	5:55 6:15 6:35 6:55	6:05 6:25 6:45 7:05	7:07 7:27 7:47	7:04 7:21 7:41 8:01
	8:00*		8:58	7:15 7:35 8:15 9:05	7:25 7:45 8:25 9:15	8:07 8:27 9:57	8:21 8:41 9:11 10:11
	9:50*			9:50 10:35	10:00 10:45	10:42 11:27	10:56 11:41
	Saturda	ay, Sund	ay and	Holidays	s South	nbound	
	10:40*	ule ain.com	9 18		8.104M 9.40 10:30 11:30	8.52 10:32 12:22pm	9:03 10:51 11:32 <b>12:41</b>
	2,457	Current Caltrain Schedule (800) 660-4287 or www.caltrain.com	12:23		12:00 1:00 2:10	3:02	1:02 2:02 3:21
	2:15* 4:30*	เกt Caltra 1287 or ห	3:18 5:18		3:00 4:00 5:00 6:00	4:47  6:47	4:02 5:03 5:55 7:03
	8:00*	Curre	7:08 8:48		7:15 8:15 9:05	9:47	8:02 9:02 9:59
	9:50*	(80	ulearnos de E		10:10		10:57

NOTE: Highway 17 Express service to and from Soquel Park & Ride has been discontinued.

NOTA: El servicio del Expreso de Highway 17 de y hacia Soquel Park & Ride ha sido discontinuado.

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.

\*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

字 多爾 的现在分词的现在分词的现在分词



《新文学者》(1967年),1967年,1968年,1967年,196



### Exhibit B

**HIGHWAY** 

### Highway 17 Express - Amtrak Thruway

11	1
# 4	<b>.</b>
4 7	

### Santa Cruz and Scotts Valley to San Jose

(17)	Santa Cı	ruz and So	otts Vall	ey to San .	Jose		
EXPRESS	Santa Cruz	Scotts Valley	•			Train Co	nnections
No to the last of		0				A Suc Sur Line Sur Li	nnections
	,		kdays	Northbo	und		
4:40 AM 5:25 6:00 6:10 6:35 6:50 7:25 7:55 8:50 9:05 11:00 1:10 1:10 1:55 2:25 3:00 3:30 4:00 4:25 5:25 6:00 7:15 8:15 9:05	4:56 5:41 6:18 6:28 6:53 7:08 7:43 8:13  9:23  11:18 12:18  2:44 3:19 3:49  4:49  5:49 6:21  8:31	5:38 6:23 7:05 7:15 7:40 8:00 8:35 9:05 9:40 10:05 11:05 12:00 PM 1:00 2:45 3:29 4:04 4:34 5:01 5:41 6:41 7:03 8:03 9:13 10:18	5:46 6:31 7:13 7:23 7:48 8:08 8:43 9:13 9:48 10:13 11:13 12:08 1:08 2:08 2:53 3:39 4:14 4:44 5:11 6:51 7:11 8:11 9:21 10:26	6 40 9 06 12:20 3:10 4:20 5:50 7:15	Current Caltrain Schedule (800) 660-4287 or www.caltrain.com	9:10° 11:55° 3:00°	3:35 4:35 5:35 6:38
			lay and	Holidays	North	bound	
6.52AM 8.25 9.25 10:45 11:45 12:50 1:45 2:40 3:40 4:45 5:40 6:40 7:20 9:05	7.08 8.41 11:01 1:06 2:59 5:04 7:03 7:43	7:50 9:23 10:13 11:43 12:33 PM 1:48 2:33 3:46 4:36 5:51 6:45 7:55 8:35 9:53		6:10 10:15 1:05 4:10 5:10 6:45 9:10	Current Caltrain Schedule (800) 660-4287 or www.caltrain.com	9.15* 11:55* 3:00* 4:50*	

NOTE: Highway 17 Express service to and from Soquel Park & Ride has been discontinued.

NOTA: El servicio del Expreso de Highway 17 de y hacia Soquel Park & Ride ha sido discontinuado.

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.

**Holiday Schedule on:** New Year's Day. Memorial Day. Independence Day. Labor Day. Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

<sup>\*</sup>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

- THIS PAGE INTENTIONALLY LEFT BLANK -

### Exhibit C

### **EXHIBIT C**

### 9-09A.Exhibit C.1

Highway 17 Express Cos	t Estimate - a	s of Fall 2016 Service	<u>e Change</u>
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 - based on monthly amount as of 10/01/16
Amtrak	3.74%	\$145,637	- SJJPA paying \$20K; AMTRAK paying residua - 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
Projected Annual Revenue	100%	\$3,891,313	

### Exhibit D

### **EXHIBIT D**

### 9-09A.Exhibit D.1

Exhibit D - Hwy 17 RSH worksheet - as of 081516

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

	i	1			
Total Annual RSH - as of Fall 2016	Trip Time (Hours)	Trips Per Day	RSH Per Day	Days Per Year	Revenue Service Hours
Weekdays	1.25	55	68.75	255	17,531.25
Friday Coocials (not in timotable)	1 25	ш	100		
ייימת ארכים (ווסריון מוויבימטוב)	7:7	0	67:0	23	331.25
Weekends /Holidays	1.05	29	30.45	110	3,349.50
Additional service: 1) delayed/late trips due to congestion/accidents, 2) extra trips provided to meet peak demand.	0.2	59	5.8	110	638.00
					21,850.00 Total
Total Annual RSH - as of Fall 2015	Trip Time	Trips Per Day	RSH Per Day	Days Per Year	Revenue Service Hours
Weekdays	1.2	64	76.8	255	19,584.00
Friday Specials (not in timetable)	1,	·	w.	73	210 00
				3	
Weekends / Holidays	-	31	31	110	3,410.00
Additional service: 1) delayed/late trips due to congestion/accidents, 2) extra trips provided to meet peak demand.	0.2	31	6.2	110	682.00
					23,994.00  Total
Trip Reduction as of Fall 2016		Trips Per Dav	Service Change as of Fall 2016		
0.00 (M)					
Weenuays		40	9 (TIPS eliminated		
Friday Specials (Not in Timetable)			No change		
		1			
Weekends / Holidays		31	2 trips eliminated		

Exhibit D

### 9-09A.Exhibit D.2

### Santa Cruz Metropolitan Transit District

**DATE:** October 28, 2016

**TO:** 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 As-Needed 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

Board of Directors October 28, 2016 Page 2 of 3

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 CONSIDERATIONS/IMPACT

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

Alex Clifford, CEO/General Manager

- THIS PAGE INTENTIONALLY LEFT BLANK -

### 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

CEO/General Manager

Santa Cruz Metropolitan Transit District

110 Vernon Street
Santa Cruz, CA 95060
Phone: (831) 426-6080
Fax: (831) 469-3658
Email: aclifford@scmtd.com

ATTORNEY: Julie Sherman, Esq.

Hanson Bridgett, LLP 425 Market Street, 26<sup>th</sup> Floor San Francisco, CA 94402 Phone: (415) 995-5185

Phone: (415) 995-5185 Fax: (415) 995-3592

Email: jsherman@hansonbridgett.com

### 5. ENTIRE AGREEMENT

HANSON BRIDGETT I I P

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.

SANTA CRUZ METROPOLITAN

Executed as of the day first above stated.

	TRANSIT DISTRICT
By: DAVID S. GEHRIG Partner	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 CONSIDERATIONS/IMPACT

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

**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 Angela arkan

Alex Clifford, CEO/General Manager

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

- THIS PAGE INTENTIONALLY LEFT BLANK -

### 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.

- 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.
- 3.03 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.
- 4.02 Either party may terminate this Contract with 30 days advance notice in writing to the other party.

### V. NOTICES

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,

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

Employers Liability \$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	CABRILLO COLLEGE
BY:  Alex Clifford CEO/General Manager	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:	Approved as to form:
District Counsel	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.

- THIS PAGE INTENTIONALLY LEFT BLANK -



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

O

## EFRAIN HERNANDEZ

VEHICLE SERVICE WORKER II

FOR THE COMPLETION OF 15 YEARS OF SERVICE **BETWEEN 2001 AND 2016** 

GIVEN THIS 28TH DAY OF OCTOBER 2016

CHAIR, BOARD OF DIRECTORS

CEO/GENERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

**P** 

## MARIA P. HERNANDEZ

CUSTOMER SERVICE REPRESENTATIVE

FOR THE COMPLETION OF 20 YEARS OF SERVICE **BETWEEN 1996 AND 2016** 

GIVEN THIS 28TH DAY OF OCTOBER 2016

CHAIR, BOARD OF DIRECTORS

CEO/GEMERAL MANAGER



THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

0

### ROBYN D. SLATER

HUMAN RESOURCES MANAGER

FOR THE COMPLETION OF 15 YEARS OF SERVICE **BETWEEN 2001 AND 2016** 

GIVEN THIS 28TH DAY OF OCTOBER 2016

CHAIR, BOARD OF DIRECTORS

EO/GENERAL MANAGER

- THIS PAGE INTENTIONALLY LEFT BLANK -

### **VERBAL PRESENTATION ONLY**

### STATE LEGISLATIVE UPDATE

Josh Shaw of Shaw, Yoder & Antwih

- THIS PAGE INTENTIONALLY LEFT BLANK -

### **VERBAL PRESENTATION ONLY**

### FEDERAL LEGISLATIVE UPDATE Chris Giglio of Capital Edge

- THIS PAGE INTENTIONALLY LEFT BLANK -	

### **VERBAL PRESENTATION ONLY**

### **COA UPDATE**

Barrow Emerson,
Planning and Development Manager

- THIS PAGE INTENTIONALLY LEFT BLANK -

### Santa Cruz Metropolitan Transit District



**DATE:** October 28, 2016

**TO:** Board of Directors

**FROM:** Harlan Glatt, Sr. Database Administrator

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):
  - A blue reflective 12"x12" permanent branding sticker identifying it as a METRO bus stop; and,
  - 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:
  - Replace an outdated 3-color design which has NOT been updated for more than 15 years with a contemporary full-color design; and,
  - 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:
  - 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.
  - Without the displayed Stop ID and instructions, customers may not know Schedule By Stop is available, and can't as easily use the service.
  - 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.

- 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.
- 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 route-specific schedule signage. Based on the facts described above, this would reduce print expenses anywhere from \$10K to \$20K 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.
  - 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 CONSIDERATIONS/IMPACT

- 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

**Attachment A:** Proposed Bus Stop Signage Redesign

Attachment B: "Schedule by Stop" Summer Headways Promotion

Attachment C: "Stay Connected" Fall Promotion Interior Bus Ad

Prepared By: Harlan Glatt, Sr. Database Administrator

## VII. APPROVALS:

Isaac Holly, IT Manager

Approved as to fiscal impact: Angela Aitken, Finance Manager

dalow for AA

Alex Clifford, CEO/General Manager

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

- THIS PAGE INTENTIONALLY LEFT BLANK -

# Attachment A Redesign Prototype Sample Bus Stop #1046

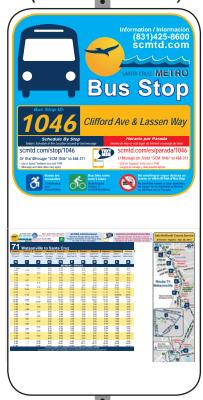
**BEFORE** 

(Main Plate)











## 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 3M reflective material, hi-gloss, but not anti-graffiti laminate



## 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



1046

Clifford Ave & Lassen Way

## 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



## 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



Buses are accessible Autobuses son accesibles



Bus bike racks hold 3 bikes Autobuses tienen 3 portabicicletas



No smoking or vapor devices on buses or within 50 Feet of Bus Stop

Se prohibe fumar o usar aparatos de vapor en el autobús o dentro de 50 Pies de la Parada

- THIS PAGE INTENTIONALLY LEFT BLANK -

Summer Service: June 16 - September 7, 2016 ● Servicio de Verano: junio 16 - septiembre 7, 2016

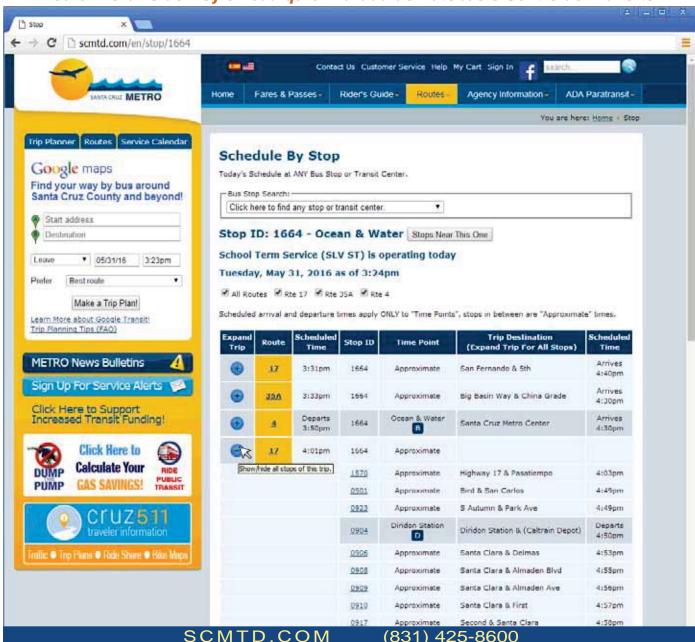
**BUS RIDER'S GUIDE** 

## GUÍA PARA VIAJEROS

## See Today's Schedule at Any Bus Stop or Transit Center



Vea el Horario de Hoy en cualquier Parada de Autobús o Centro de Tránsito:



## 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

Alex Clifford, CEO **Santa Cruz METRO** 



# scmtd.com/ Schedule By Stop: Choose to receive en message alerts... or b

Today's Schedule at . Bus Stop or Transit C via web or text mess Subscribe to Route  Horario por Parac Horario de Hoy en cua de Autobús o Centro d via internet o mensaje

 Subscribe a Alerta Elija recibir correo ele

- THIS PAGE INTENTIONALLY LEFT BLANK -

**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:

- Change the title of "Payroll Accounting Support Specialist" to "Sr. Payroll Specialist"
- 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 CONSIDERATIONS/IMPACT

The required funding in the amount of \$68K in FY17 and \$69K in FY18 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

Attachment D: Revised SEIU-SEA Salary Schedules

**Attachment E:** Revised Management Pay Rate Schedules

Prepared By: Suzanne Silva, Assistant HR Manager

## VII. APPROVALS:

Robyn D. Slater Human Resources Manager

Nat

Approved as to fiscal impact: Angela Aitken, Finance Manager angla aikan

Alex Clifford, CEO/General Manager

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

- THIS PAGE INTENTIONALLY LEFT BLANK -



## **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 software—including 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

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

## **EMPLOYMENT STANDARDS**

## Knowledge of:

procedures.

- 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.

- 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 <u>Constantly</u>: Sit for long periods of time; grasp items using hands; perform functions with fine finger dexterity; see. <u>Occasionally</u>: 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

<u>Union</u> SEIU - SEA

Established 12/1994 Revised 06/2016

- THIS PAGE INTENTIONALLY LEFT BLANK -



## 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

## 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

- 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 <u>Continuously</u> - must be able to see, hear and communicate verbally; <u>Frequently</u>: 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; <u>Occasionally</u>: 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.

## <u>Other</u>

Valid California Driver's License

## **FLSA Status**

Non-exempt

## **Union**

SEIU - SEA

Established 01/1999 Revised 06/2016

- THIS PAGE INTENTIONALLY LEFT BLANK -



## 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.

## 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

- 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: <u>Constantly:</u> 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. <u>Frequently:</u> Talk, hear, reach above head, twist (at the waist and the neck); bend (at the waist and the neck); <u>Occasionally:</u> 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)

- THIS PAGE INTENTIONALLY LEFT BLANK -

# G:\kmihaylo\PAY RATES\FINAL MOST RECENT SEIU 12-31-2015\6-16-2016 0% COLA\Pay Rates effective 6-16-2016 SEIU with 0% for 10282016

	Step 1	Step 1 L	Step 1 LL S	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL S	Step 4	Step 4 L	Step 4 LL Step 5	Г	Step 5 L	Step 5 LL	Step 6	Step 6 L	Sten 611
SEA SALARY SCHEDULE								Г	_	Г	Г		Γ	Т	т	Γ	20 420	200
ACCESS SERVICES COORDINATOR	21.78	22.87	23.96	22.88	24.02	25.16	24.02	25.22	26.42	25.18	26.44	27.70	26.50	27.83	20 16	27 90	20.10	20.00
ACCOUNTANT I	28.47	29.89	31.31	29.89	31.38	32.87	31.38	32.95	34.52	32.95	34.60	36.75	34 60	36.33	28.06	36.32	20.13	30.58
ACCOUNTANT II	29.89	31.38	32.87	31.38	32.95	34.52	32.95	34 60	36.25	34.60	36.33	30 05	36 33	20.00	20.00	20.00	20.13	15.60
ACCOUNTING CLERK *	18.72	19.66	20.60	19.66	20.64	21.26		1000	22.70	21.67	37.77	20.00	30.33	20.13	39.97	38.15	40.06	41.97
ACCOUNTING SPECIALIST *	27.36	28 73	30.10	28.73	30.17	31 61	100		22.10	21.07	22.73	23.03	57.73	73.89	52.03	73.89	25.08	26.27
ACCOUNTING TECH *	21.78	22 34	23.40	22.34	72.46	24.52	33.46	24.63	35.13	27.00	22.20	34.84	33.26	34.92	36.58	34.92	36.67	38.42
ADMIN ASSISTANT	22 58	23.71	24.62	23 73	27.62	24.30	24.00	24.05	23.80	24.03	98.62	50.72	25.86	27.15	28.44	27.15	28.51	29.87
ADMAIN ASSISTANT (CIDEDWISOR	22.30	23.71	40.47	23.73	76.47	79.11		26.15	27.40	26.15	27.46	28.77	27.46	28.83	30.20	28.84	30.28	31.72
DAMIN CLOSE -	23.12	24.91	76.10	24.89	26.13	27.37		27.45	28.76	27.45	28.82	30.19	28.83	30.27	31.71	30.26	31.77	33.28
ADMIN CLERK I	17.50	18.38	19.26	18.38	19.30	20.22		20.25	21.21	20.26	21.27	22.28	21.28	22.34	23.40	22.34	23.46	24.58
ADMIN SPECIALIST	23.72	24.91	26.10	24.87	26.11	27.35	26.14	27.45	28.76	27.46	28.83	30.20	28.79	30.23	31.67	30.24	31.75	33.26
BENEFITS ADMINISTRATOR	23.98	25.18	26.38	25.17	26.43	27.69			29.06	77.72	29.16	30.55	29.15	30.61	32.07	30.63	32.16	33.69
CLAIMS INVESTIGATOR I	23.76	24.95	26.14	24.91	26.16	27.41	26.19	27.50	28.81	27.48	28.85	30.22	28.91	30.36	31.81	30.35	31.87	33 30
CLAIMS INVESTIGATOR II	26.38	27.70	29.02	27.69	29.07	30.45	29.08	30.53	31.98	30.55	32.08	33.61	32.12	33.73	35.34	33.73	35.47	37 11
CUSTODIAL SERVICE WORKER I	16.64	17.47	18.30	17.44	18.31	19.18	18.28	19.19	20.10	19.19	20.15	21.11	20.13	21.14	22.15	21.14	22.20	23.76
CUSTODIAL SERVICE WORKER II	18.12	19.03	19.94	19.04	19.99	20.94	19.99	20.99	21.99	20.97	22.02	23.07	21.98	23.08	24.18	23.08	24.23	25.38
CUSTOMER SERVICE COORDINATOR	22.07	23.17	24.27	23.19	24.35	25.51	24.34	25.56	26.78	25.49	26.76	28.03	26.81	28.15	29.49	28.12	29.53	30.94
CUSTOMER SERVICE REP **	18.38	19.30	20.22	19.28	20.24	21.20	20.24	21.25	22.26	21.21	22.27	23.33	22.26	23.37	24.48	23.38	24.55	25.72
FAC MAINT SUPERVISOR	30.52	32.05	33.58	32.04	33.64	35.24		35.32	37.00	35.30	37.07	38.84	37.06	38.91	40.76	38.89	40.83	42.77
FAC MAINT WKR I	18.64	19.57	20.50	19.58	20.56	21.54	20.51	21.54	22.57	21.51	22.59	23.67	22.57	23.70	24.83	23.69	24.87	26.05
FAC MAINT WKR II	21.78	22.87	23.96	22.87	24.01	25.15	24.00	25.20	26.40	25.17	26.43	27.69	26.41	27.73	29.05	27.72	29.11	30.50
FINANCIAL ANALYST *	33.68	35.36	37.04	35.36	37.13	38.90	37.13	38.99	40.85	38.99	40.94	42.89	40.94	42.99	45.04	42.99	45.14	47.29
GRANTS/LEGISLATIVE ANALYST	31.41	32.98	34.55	33.01	34.66	36.31	34.65	36.38	38.11	36.35	38.17	39.99	38.19	40.10	42.01	40.11	42.12	44.13
HR CLERK	21.34	22.41	23.48	22.46	23.58	24.70	23.56	24.74	25.92	24.78	26.02	27.26	25.98	27.28	28.58	27.29	28.65	30.01
HR GENERALIST	27.25	28.61	29.97	28.57	30.00	31.43	30.04	31.54	33.04	31.54	33.12	34.70	33.14	34.80	36.46	34.80	36.54	38.28
HR SPECIALIST	22.88	24.02	25.16	24.02	25.22	26.42	25.18	26.44	27.70	26.50	27.83	29.16	27.80	29.19	30.58	29.21	30.67	32.13
IT TECH	22.52	23.65	24.78	23.63	24.81	25.99	24.82	26.06	27.30	26.06	27.36	28.66	27.40	28.77	30.14	28.73	30.17	31.61
IR.TRANS PLANNER	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	29.87	31.36	32.85
EAD CUSTODIAN	20.47	21.49	22.51	21.51	22.59	23.67	22.57	23.70	24.83	23.72	24.91	26.10	24.87	26.11	27.35	26.12	27.43	28.74
LEGAL SECRETARY	21.34	22.41	23.48	22.46	23.58	24.70	23.56	24.74	25.92	24.78	26.02	27.26	25.98	27.28	28.58	27.29	28.65	30.01
PARALEGAL	26.38	27.70	29.02	27.69	29.07	30.45	29.08	30.53	31.98	30.55	32.08	33.61	32.12	33.73	35.34	33.73	35.42	37.11
PARATRANSIT ELIGIBILITY COORDINATOR	26.38	27.70	29.02	27.69	29.07	30.45	29.08	30.53	31.98	30.55	32.08	33.61	32.12	33.73	35.34	33.73	35.42	37.11
PAYROLL SPECIALIST •	23.57	24.75	25.93	24.75	25.99	27.23	25.99	27.29	28.59	27.29	28.65	30.01	28.65	30.08	31.51	30.08	31.58	33.08
PERSONNEL TECHNICIAN	24.72	25.96	27.20	25.95	27.25	28.55	27.21	28.57	29.93	28.61	30.04	31.47	30.04	31.54	33.04	31.56	33.14	34.72
PURCHASING AGENT	30.35	31.87	33.39	31.83	33.42	35.01	33.46	35.13	36.80	35.13	36.89	38.65	36.90	38.75	40.60	38.77	40.71	42.65
PURCHASING ASSISTANT	22.46	23.58	24.70	23.56	24.74	25.92	24.78	26.02	27.26	26.00	27.30	28.60	27.29	28.65	30.01	28.65	30.08	31.51
REVENUE SPECIALIST	18.18	19.09	20.00	19.08	20.03	20.98	20.04	21.04	22.04	21.01	22.06	23.11	22.06	23.16	24.26	23.18	24.34	25.50
SAFETY SPECIALIST	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
SCHEDIII E ANALYST	20.43	01.00		THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED IN COLUMN NAM	The state of the section of the section of	THE RESERVE TO SHAPE THE PARTY OF THE PARTY	-									200000000000000000000000000000000000000	The state of the s	

SCHEDULE ANALYST
L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

							ETTECT	effective June 16, 2016	, 2016										
	Step 1		11 Ste	Step 1 L Step 1 LL Step 2		Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL Step 4		Step 4 L	Step 4 LL	Step 5	Step 51	Sten 511	Sten 6	Ston 61	Cton 611
SR ACCOUNTING TECHNICIAN *	2	24.17	25.38	26.59	25.38	26.65	27.92	26.65	27.98	29.31	27.98	m	1	29.38	2	1	20	30	32 02
SR CUSTOMER SERVICE REP	7	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	78.16	29.33
SR FAC MAINT WKR	2	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 *	3	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	2	90.92	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 *	2	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	3	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	3	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	m	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	2	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	3	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	1	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	2	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	2	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 97	41.82
VEH SERV DETAILER	PARTY NAMED	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	2	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	1	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
																	Contraction of the Contraction o	The state of the s	

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

\* Rates for Accounting Clerk, Accounting Technician, Sr. Accounting Technician, Accounting Specialist, Payroll Specialist, Sr. Payroll Specialist, Financial Analyst, and Sr. Financial Analyst are effective June 30, 2016 as per new salary schedule approved on October 28, 2016

\*\* Rates for Customer Service Rep are effective June 30, 2016 as per new salary schedule approved on June 24, 2016

"METRO shall compensate an employee with longevity increments as follows:

An additional 5% of the base salary after fifteen (15) years of continuous service." 5% of the base salary after ten (10) years of continuous service.

Step 2: Base Step + 5% of the Base (as calculated in Step 1) to calculate L (10 Years) Step 1: Calculate 5 % of the Base (Base Step x 0.05)

Step 3: Base Step + 2 x 5% of the Base (as calculated in Step 1) to calculate LL (15 Years)

Step 1: Base Rate = \$27.80; 5% of the Base Rate = \$27.80 × 0.05 = \$1.39 Step 2: \$27.80 + \$1.39 = \$29.19 (61)

Step 3: \$27.80+ 2 x \$1.39 = \$30.58 (6LL)

Date

Tentative Agreement

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

Alex Clifford, CEO/General Manager, Santa Cruz METRO

Olivia Martinez, Lead Internal Organizer, SEIU Local 521 15D.2 G:\kmihaylo\PAY RATES\FINAL MOST RECENT SEIU 12-31-2015\6-16-2016 0% COLA\Pay Rates effective 6-16-2016 SEIU with 0% for 10282016

10/20/2016

i som
8
7
S
-
e
Ę١
ニ
9
2
ŭ
Ę.
<b>±</b>
ं

		Г			Γ	ľ	ľ	I	ı	Ì								
SEA SALABY COURDING	T date	orep 1.L	Step 1 LL Step 2	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L S	Step 3 LL S	Step 4	Step 4 L	Step 4 LL S	Step 5	Step 5 L S	Step 5 LL	Step 6	Step 6 L	Sten 611
SEA SALARI SCHEDULE													Г	Т		Г		100000
ACCESS SERVICES COORDINATOR	22.22	23.33	24.44	23.34	24.51	25.68	24.50	25.73	26.96	25.68	26.96	28 24	27.03	20 30	20.73	20.00	01.00	
ACCOUNTANT I	29.05	30.50	31.95	30.50	32.03	33.56	32.03	33.63	35.73	33.63	35 31	36 90	25.34	27.00	29.73	20.30	29.78	31.20
ACCOUNTANT II	30.50	32.03	33.56	32.03	33.62	35.22	33.62	35 30	36 98	35 30	27.07	20.00	10.00	37.08	38.85	37.08	38.93	40.78
ACCOUNTING CLERK	19.09		20.99	20.05	21.05	22 OE	24.05	20.00	20.00	93.30	37.07	38.84	37.07	38.91	40.76	38.91	40.86	42.81
ACCOUNTING SPECIALIST	27 91	79.31	30.71	20.02	77.00	22.03	20.12	22.10	23.15	77.70	23.21	24.32	23.21	24.37	25.53	24.37	25.59	26.81
ACCOUNTING TECH	27.77	77.60	12.00	72.50	20.00	32.24	30.77	32.31	33.85	32.31	33.93	35.55	33.93	35.63	37.33	35.62	37.40	39.18
ADMIN ASSISTANT	23.03	24.00	25.09	67.77	23.93	72.07	23.93	25.13	26.33	25.12	26.38	27.64	26.38	27.70	29.02	27.69	29.07	30.45
ADMIN ASSISTANT/SLIBEBASSOP	23.03	24.18	25.33	24.20	25.41	26.62	25.40	26.67	27.94	26.67	28.00	29.33	28.01	29.41	30.81	29.42	30.89	32.36
DAMIN CLERK!	6T'47	75.40	79.97	25.39	56.66	27.93	26.66	27.99	29.32	28.00	29.40	30.80	29.41	30.88	32.35	30.87	32.41	33 95
ADMIN CLERK I	17.85	18.74	19.63	18.75	19.69	20.63	19.68	20.66	21.64	20.67	21.70	22.73	21.71	22.80	23.89	22 70	22 03	75.030
ADMIN SPECIALIST	24.19	25.40	26.61	25.37	26.64	27.91	56.66	27.99	29.32	28.01	29.41	30.81	29.37	30.84	32.31	20.04	27.33	70.62
BENEFITS ADMINISTRATOR	24.46	25.68	26.90	25.67	26.95	28.23	26.95	28.30	29.65	28.33	29.75	31.17	29.73	31 22	32 71	31 24	22.30	33.92
CLAIMS INVESTIGATOR I	24.24	25.45	26.66	25.41	26.68	27.95	26.71	28.05	29.39	28.03	29.43	30.83	20.40	30.00	27.42	30.00	32.80	34.35
CLAIMS INVESTIGATOR II	26.91	28.26	29.61	28.24	29.65	31.06	29.66	31.14	32.62	31.16	32.72	34 28	37 75	34 40	26.04	24.40	32.31	34.06
CUSTODIAL SERVICE WORKER I	16.97	17.82	18.67	17.79	18.68	19.57	18.65	19 58	20.51	19 57	20.55	21 52	20.53	24:40	30.04	34.40	36.12	37.84
CUSTODIAL SERVICE WORKER II	18.48	19.40	20.32	19.42	20.39	21.36	20.39	21.41	22.43	21 30	27.05	22.23	20.03	27.70	65.77	71.56	77.64	23.72
CUSTOMER SERVICE COORDINATOR	22.51	23.64	24.77	23.65	24.83	26.01	24.83	26.07	27.31	26.00	27.30	20.23	24.77	23.34	24.66	23.54	24.72	25.90
CUSTOMER SERVICE REP	18.75	19.69	20.63	19.67	20.65	21.63	20.64	21.67	22.70	21 63	22.71	22.00	27.71	77.07	30.09	28.68	30.11	31.54
FAC MAINT SUPERVISOR	31.13	32.69	34.25	32.68	34.31	35.94	34.31	36.03	37.75	36.01	27.91	30.61	17:77	20.62	24.33	23.85	25.04	26.23
FAC MAINT WKR I	19.01	19.96	20.91	19.97	70 97	21 97	20 02	21 97	22.02	21.04	20.00	10.00	00.70	59.65	41.38	39.6/	41.65	43.63
FAC MAINT WKR II	22.22	73 33	24 44	23.33	20.57	75.57	20.32	75.12	20.62	27.74	23.04	24.14	23.02	24.17	25.32	24.16	25.37	26.58
FINANCIAL ANALYST	34 35	36.07	37 79	36.07	27.07	20.02	27 07	07.07	20.32	70.67	26.92	57:87	26.94	28.29	29.64	28.27	29.68	31.09
GBANTS/I EGISI ATIVE ANAI YST	32.04	23.64	25.74	33.67	37.97	39.67	37.87	39.76	41.65	39.77	41.76	43.75	41.76	43.85	45.94	43.85	46.04	48.23
HR CI FRK	31 77	30.00	33.24	33.07	33.33	37.03	35.34	37.11	38.88	37.08	38.93	40.78	38.95	40.90	42.85	40.91	42.96	45.01
HB GENERALIST	17.07	22.00	20.53	16:77	24.00	17:57	24.03	25.23	26.43	25.28	26.54	27.80	26.50	27.83	29.16	27.84	29.23	30.62
HR SPECIALIST	22.24	23.13	30.30	29.14	30.60	32.06	30.64	32.17	33.70	32.17	33.78	35.39	33.80	35.49	37.18	35.50	37.28	39.06
TTECH	70 00	24.31	75 37	24.50	25.73	26.36	25.68	26.96	28.24	27.03	28.38	29.73	28.36	29.78	31.20	29.79	31.28	32.77
R TRANS PLANNER	22.07	25.75	75.55	24.10	25.31	75.07	25.52	50.07	98.77	26.58	27.91	29.24	27.95	29.35	30.75	29.30	30.77	32.24
FAD CUSTODIAN	20.62	22.00	20.07	23.05	22.030	27.35	26.34	27.66	28.98	27.63	29.01	30.39	29.03	30.48	31.93	30.47	31.99	33.51
EGAL SECRETARY	22.00	25.12	22.30	77.34	23.04	24.14	73.02	24.17	25.32	24.19	25.40	26.61	25.37	26.64	27.91	26.64	27.97	29.30
PARAI EGAI	27.77	22.30	23.95	16.77	24.06	25.21	24.03	25.23	26.43	25.28	26.54	27.80	26.50	27.83	29.16	27.84	29.23	30.62
DATE ANGET CLOSE STATE OF STAT	26.91	78.26	29.61	28.24	29.65	31.06	29.66	31.14	32.62	31.16	32.72	34.28	32.76	34.40	36.04	34.40	36.12	37.84
PARATRANSII ELIGIBILITY COORDINATOR	26.91	28.26	29.61	28.24	29.62	31.06	29.66	31.14	32.62	31.16	32.72	34.28	32.76	34.40	36.04	34.40	36.12	37.84
PATROLL SPECIALISI	24.04	25.24	26.44	25.25	26.51	77.72	26.51	27.84	29.17	27.84	29.23	30.62	29.22	30.68	32.14	30.68	32.21	33.74
PERSONNEL LECHNICIAN	25.21	26.47	27.73	26.47	27.79	29.11	27.75	29.14	30.53	29.18	30.64	32.10	30.64	32.17	33.70	32.19	33.80	35.41
PORCHASING AGENI	30.96	32.51	34.06	32.47	34.09	35.71	34.13	35.84	37.55	35.83	37.62	39.41	37.64	39.52	41.40	39.55	41 53	13 21
PURCHASING ASSISTANT	22.91	24.06	25.21	24.03	25.23	26.43	25.28	26.54	27.80	26.52	27.85	29.18	27.84	29.23	30.62	29.22	30.68	32 14
KEVENUE SPECIALIST	18.54	19.47	20.40	19.46	20.43	21.40	20.44	21.46	22.48	21.43	22.50	23.57	22.50	23.63	24.76	23.64	24.87	25.00
SAFETY SPECIALIST	33.18	34.84	36.50	34.81	36.55	38.29	36.58	38.41	40.24	38.39	40.31	42.23	40.29	42.30	44 31	42.32	44.44	76.56
SCHEDULE ANALYST	79 71	31 20	27.60	21 10	37.75	20.00							0	25:32	10:44	76.74	tt.tt	40.35

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

2% for 10282016
ctive 6-15-2017 SEIU with 2
LA\Pay Rates effe
6-15-2017 2% CO
NT SEIU 12-31-2015\
S\FINAL MOST RECE
G:\kmihaylo\PAY RATE

						Effect	Effective June 15, 2017	. 2017										
	Step 1	Step 1 L	Step 11 Step 1 LL Step 2	Step 2	Step 2 L	Step 2 LL	Step 3	Sten 3	Stan 311	Ston A	Chan Al		I	Г		I		
SR ACCOUNTING TECHNICIAN	24.65		27.11	25.89	27.18	1	27 10	1	30.00	1				Step 5 L	Step 5 LL Step 6		Step 6 L S	Step 6 LL
SR CUSTOMER SERVICE REP	24 42	March and a	93,000	20.00	01.12	14.07	61.72		79.30	28.54	29.97	31.40	29.97	31.47	32.97	31.47	33.04	34.61
	ZT:43	UC.22	72:27	22.51	23.64	24.77	23.63	24.81	25.99	24.81	26.05	27.79	26.02	77.37	10.67	25.25	20.72	20:00
SK FAC MAINT WKR	24.24	25.45	26.66	25.41	26.68	27.95	26.66	27.99	79.37	77 97	79 37	20.77	20.31	20.12	20.02	27.30	5/.87	30.10
SR. FINANCIAL ANALYST	38.18	40.09	42.00	40.09	42 09	44.09	42.10	1C NA 21	46.37	10.00	10.07	30.77	23.31	30.78	32.25	30.78	32.32	33.86
SR IT TECH	26.58	27.91	29 24	27 95	79.35	20.75	00.00	17.00	40.32	44.20	46.41	48.67	46.41	48.73	51.05	48.73	51.17	53.61
SR PAYROLL SPECIALIST	76 97	1000	2000	2000	20.00	30.73	67.67	30.73	32.71	30.76	32.30	33.84	32.33	33.95	35.57	33.94	35.64	37.34
CD CVC ADAMIN	20.32		79.67	78.26	79.67	31.08	29.68	31.16	32.64	31.16	32.72	34.28	32.72	34.36	36.00	34.35	36.07	27 70
NIIIA POLICIA	38.39	40.31	42.23	40.29	42.30	44.31	42.32	44.44	46.56	44.46	46 68	48 90	46.69	10.01	64.24	20.00	10.00	51.15
SR SAFETY SPECIALIST	38.39	40.31	42.23	40.29	42.30	44.31	42.32	44 44	46.56	44.46	46.60	40.00	00.00	10.64	31.34	49.05	51.47	53.92
SR.TRANS PLANNER	31.90	33.50	35.10	33.50	35.18	36.86	25 19	25.04	07.00	20.00	40.00	46.30	40.08	49.01	51.34	49.02	51.47	53.92
SUPERVISOR OF REVENUE COLLECTIONS	28.28	79.69	31 10	20.77	21 32	27.72	24.00	1000	30.70	30.35	20.11	40.62	38.78	40.72	45.66	40.72	42.76	44.80
SYS ADMIN	23 10				27.40	37:75	27.72	19.76	34.37	32.80	34.44	36.08	34.43	36.15	37.87	36.14	37.95	39.76
	33.10	34.04	36.50	34.81	36.55	38.29	36.58	38.41	40.24	38.39	40.31	42.23	40.29	42.30	44 31	42 22	77 77	2000
ICKET & PASS PROGRAM SPECIALIST	20.03	21.03	22.03	21.05	22.10	23.15	22.09	23.19	24.79	23.23	24 39	25.55	7C AC	25 50	10.00	75:35	***	40.30
RANSIT SURVEYOR	17.00	17.85	18.70	17.91	18.81	19 71	18.79	19 73	70.67	10.70	00.00	21.00	16.42	60.62	78.97	72.58	26.86	28.14
RANSPORT PLAN AID	22.74	23.88	25.02	73.87	25.06	26.36	25.05	26.20	20.07	25.70	20.03	71.68	77.77	71.76	22.80	21.75	22.84	23.93
RANSPORT PLANNER	30.38			31 00	22.50	25.22	23.03	26.30	20.00	70.34	77.99	78.38	27.63	29.01	30.39	29.03	30.48	31.93
HEEDVOCTALIED		Grid garding	4	07:30	23.30	23.TO	33.30	32.18	36.86	35.18	36.94	38.70	36.92	38.77	40.62	38.78	40.72	42 66
Ven Serv Del Allek	19.66	20.64	21.62	20.61	21.64	22.67	21.62	22.70	23.78	22.68	23.81	24 94	23.80	24 99	26.10	24.00	20.00	20.70
JEH SERV TECHNICIAN	21.62	22.70	23.78	22.68	23.81	24.94	23.80	24.99	26.18	24 96	16 21	27.46	36.45	27.45	20.10	24.30	17.07	77.46
/EH SERV WKR I	16.99	17.84	18.69	17.82	18.71	19 60	18 68	19 61	20.54	10 50	20.02	04.12	CT-07	27.40	77.87	27.48	28.85	30.22
VEH SERV WKR II	1871	19.65	20 50	10.55	2000	21.03	2000		10.07	20.00	10.02	CE.12	20.38	19.17	77.79	21.60	22.68	23.76
	11:01	73.03	50.33	13.00	70.64	79.17	70.61	71.64	22.67	21.62	22.70	23.78	22.68	23.81	24.94	23.80	24 99	26 10

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

Article 10.2 Longewity.
"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."

Calculation Method: Step 1: Calculate 5 % of the Base (Base Step  $\times$  0.05) Step 1: Calculate 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)

Date

**Tentative Agreement** 

Article 10.1 Pay Rates

Agree to pay scales as provided above.

Alex Clifford, CEO/General Manager, Santa Cruz METRO

D-4 EAChapter



# 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

MANAGEMENT HOURLY RATES SCHEDULE

Effective 06/16/2016 (FV17)
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

Step 6 LL 118.70	110.41	79.11	71.91	71.91	71.91	71.91	71.91	64.75	64.75	64.75	57.89	57.89	62.55	54.10	54.10	54.10	54.10	52.58	50.01	50.01	45.22	4tta
Step 6 L Ste 113.30 11	105.39 11	75.51	68.64 7	68.64 7	68.64 7	68.64 7	68.64 7	61.81 6	61.81 6	61.81 (	55.26	55.26	59.71 (	51.64	51.64	51.64	51.64	50.19	47.74	47.74	43.16	40.45
Step 6 Ste 107.90 11	100.37 10	71.91	65.37	65.37	65.37	65.37	65.37	58.87	58.87	58.87	52.63	52.63	56.87	49.18 €	49.18	49.18	49.18	47.80 E	45.47	45.47	41.10	38.52 4
Step 5 LL S	105.14	75.32	68.48	68.48	68.48	68.48	68.48	61.67	61.67	61.67	55.14	55.14	59.58	51.52	51.52	51.52	51.52	50.09	47.65	47.65	43.06	40.34
Step 5 L St	100.36	71.90	65.37	65.37	65.37	65.37	65.37	58.87	58.87	58.87	52.63	52.63	56.87	49.18	49.18	49.18	49.18	47.81	45.48	45.48	41.10	38.51
Step 5 S	95.58	68.48	62.26	62.26	62.26	62.26	62.26	56.07	56.07	56.07	50.12	50.12	54.16	46.84	46.84	46.84	46.84	45.53	43.31	43.31	39.14	36.68
Step 4 LL 107.64	100.13	71.74	65.21	65.21	65.21	65.21	65.21	58.75	58.75	58.75	52.53	52.53	56.74	49.06	49.06	49.06	49.06	47.69	45.36	45.36	41.00	38.42
Step 4 L 102.75	95.58	68.48	62.25	62.25	62.25	62.25	62.25	56.08	56.08	56.08	50.14	50.14	54.16	46.83	46.83	46.83	46.83	45.52	43.30	43.30	39.14	36.67
Step 4 97.86	91.03	65.22	59.29	59.29	59.29	59.29	59.29	53.41	53.41	53.41	47.75	47.75	51.58	44.60	44.60	44.60	44.60	43.35	41.24	41.24	37.28	34.92
Step 3 LL 102.52	95.38	68.33	62.11	62.11	62.11	62.11	62.11	55.94	55.94	55.94	50.01	50.01	54.04	46.72	46.72	46.72	46.72	45.41	43.20	43.20	39.06	36.58
<b>Step 3 L</b> 97.86	91.04	65.22	59.29	59.29	59.29	59.29	59.29	53.40	53.40	53.40	47.74	47.74	51.58	44.60	44.60	44.60	44.60	43.35	41.24	41.24	37.28	34.92
Step 3 93.20	86.70	62.11	56.47	56.47	56.47	56.47	56.47	50.86	50.86	50.86	45.47	45.47	49.12	42.48	42.48	42.48	42.48	41.29	39.28	39.28	35.50	33.26
Step 2 LL 97.64	90.83	65.07	59.15	59.15	59.15	59.15	59.15	53.27	53.27	53.27	47.65	47.65	51.46	44.50	44.50	44.50	44.50	43.27	41.15	41.15	37.19	34.84
Step 2 L 93.20	86.70	62.11	56.46	56.46	56.46	56.46	56.46	50.85	50.85	50.85	45.48	45.48	49.12	42.48	42.48	42.48	42.48	41.30	39.28	39.28	35.50	33.26
Step 2 88.76	82.57	59.15	53.77	53.77	53.77	53.77	53.77	48.43	48.43	48.43	43.31	43.31	46.78	40.46	40.46	40.46	40.46	39.33	37.41	37.41	33.81	31.68
Step 1 LL 93.00	86.50	61.97	56.33	56.33	56.33	56.33	56.33	50.75	50.75	50.75	45.36	45.36	49.01	42.40	42.40	42.40	42.40	41.19	39.18	39.18	35.42	33.19
Step 1 L 88.77	82.57	59.15	53.77	53.77	53.77	53.77	53.77	48.44	48.44	48.44	43.30	43.30	46.78	40.47	40.47	40.47	40.47	39.32	37.40	37.40	33.81	31.68
Step 1 84.54	78.64	56.33	51.21	51.21	51.21	51.21	51.21	46.13	46.13	46.13	41.24	41.24	44.55	38.54	38.54	38.54	38.54	37.45	35.62	35.62	32.20	30.17
<u>Title</u> CEO/General Manager	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	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	Executive Assistant

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)

MANAGEMENT	EARLY SALARY SCHEDULE
------------	-----------------------

Effective 06/16/2016 (FY17)
Revised as of 01/2/2016 for District Counsel
Revised as of 10/2/2016 for Human Resources Manager
Revised as of 10/2/2016 for Assistant friance Manager
Revised as of 10/2/2016 for Assistant friance Manager

		184,642	193,440	184,621	193,856	203,091	193,856	203,549	213,242	203,549	213,720	223,891	213,720	224,411	235,102	224,432	235,664	246,896
District Counsel Chief Operations Officer	163,571	171,746	179,920	171,746	180,336	188,926 135,346	180,336	189,363	198,390	189,342	198,806	208,270	198,806	208,749	218,691	208,770	219,211	229,653
Operations Manager	106,517	111,842	117,166	111,842	117,437	123,032	117,458	123,323	129,189	123,323	129,480	135,637	129,501	135,970	142,438	135,970	142,771	149,573
Maintenance Manager	106,517	111,842 117,166	117,166	111,842	117,437	123,032	117,458	123,323	129,189	123,323	129,480	135,637	129,501	135,970	142,438	135,970	142,771	149,573
	106,517	111,842	117,166	111,842	117,437	123,032	117,458	123,323	129,189	123,323	129,480	135,637	129,501	135,970	142,438	135,970	142,771	149,573
Planning and Development Manager	106,517	111,842	117,166	111,842	117,437	123,032	117,458	123,323	129,189	123,323	129,480	135,637	129,501	135,970	142,438	135,970	142,771	149,573
Human Resources Manager	106,517	111,842	117,166	111,842	117,437	123,032	117,458	123,323	129,189	123,323	129,480	135,637	129,501	135,970	142,438	135,970	142,771	149,573
Information Technology Manager	95,950	100,755	105,560	100,734	105,768	110,802	105,789	111,072	116,355	111,093	116,646	122,200	116,626	122,450	128,274	122,450	128,565	134,680
Marketing, Communications and Customer Service Manager	95,950	100,755	105,560	100,734	105,768	110,802	105,789	111,072	116,355	111,093	116,646	122,200	116,626	122,450	128,274	122,450	128,565	134,680
Purchasing Manager	95,950	100,755	105,560	100,734	105,768	110,802	105,789	111,072	116,355	111,093	116,646	122,200	116,626	122,450	128,274	122,450	128,565	134,680
Senior Database Administrator	85,779	90,064	94,349	90,085	94,598	99,112	94,578	99,299	104,021	99,320	104,291	109,262	104,250	109,470	114,691	109,470	114,941	120,411
Asst. Manager of Information Technology	85,779	90,064	94,349	90,085	94,598	99,112	94,578	99,299	104,021	99,320	104,291	109,262	104,250	109,470	114,691	109,470	114,941	120,411
Assistant Finance Manager	92,664	97,302	101,941	97,302	102,170	107,037	102,170	107,286	112,403	107,286	112,653	118,019	112,653	118,290	123,926	118,290	124,197	130,104
Assistant HR Manager	80,163	84,178	88,192	84,157	88,358	92,560	88,358	92,768	97,178	92,768	97,406	102,045	97,427	102,294	107,162	102,294	107,411	112,528
Fixed Route Superintendent	80,163	84,178	88,192	84,157	88,358	92,560	88,358	92,768	97,178	92,768	97,406	102,045	97,427	102,294	107,162	102,294	107,411	112,528
Paratransit Superintendent	80,163	84,178	88,192	84,157	88,358	92,560	88,358	92,768	97,178	92,768	97,406	102,045	97,427	102,294	107,162	102,294	107,411	112,528
	80,163	84,178	88,192	84,157	88,358	92,560	88,358	92,768	97,178	92,768	97,406	102,045	97,427	102,294	107,162	102,294	107,411	112,528
Facilities Maintenance Manager	77,896	81,786	85,675	81,806	85,904	90,002	85,883	90,168	94,453	90,168	94,682	99,195	94,702	99,445	104,187	99,424	104,395	109,366
Database Administrator	74,090	77,792	81,494	77,813	81,702	85,592	81,702	85,779	89,856	85,779	90,064	94,349	90,085	94,598	99,112	94,578	99,299	104,021
Safety, Security and Risk Manager	74,090	77,792	81,494	77,813	81,702	85,592	81,702	85,779	89,856	85,779	90,064	94,349	90,085	94,598	99,112	94,578	99,299	104,021
Assistant Superintendent	926,99	70,325	73,674	70,325	73,840	77,355	73,840	77,542	81,245	77,542	81,411	85,280	81,411	85,488	89,565	85,488	89,773	94,058
Executive Assistant	62,754	65,894	69,035	65,894	69,181	72,467	69,181	72,634	76,086	72,634	76,274	79,914	76,294	80,101	83,907	80,122	84,136	88,150

Effective 06/16/2016 (FY17)

Revised as 0 (10/22016 for District Counsel

Revised as 0 09/01/2016 for Human Resources Manager

Revised as 0 10/28/2016 for Assistant Finance Manager

Step 6 LL 20,575	19,138	13,712	12,464	12,464	12,464	12,464	12,464	11,223	11,223	11,223	10,034	10,034	10,842	9,377	9,377	9,377	9,377	9,114	8,668	8,668	7,838	<sub>E</sub> At
Step 6 L 19,639	18,268	13,088	11,898	11,898	11,898	11,898	11,898	10,714	10,714	10,714	9,578	9,578	10,350	8,951	8,951	8,951	8,951	8,700	8,275	8,275	7,481	7,011
Step 6 18,703	17,398	12,464	11,331	11,331	11,331	11,331	11,331	10,204	10,204	10,204	9,123	9,123	9,858	8,525	8,525	8,525	8,525	8,285	7,882	7,882	7,124	6,677
Step 5 LL 19,592	18,224	13,056	11,870	11,870	11,870	11,870	11,870	10,690	10,690	10,690	9,558	9,558	10,327	8,930	8,930	8,930	8,930	8,682	8,259	8,259	7,464	6,992
Step 5 L 18,701	17,396	12,463	11,331	11,331	11,331	11,331	11,331	10,204	10,204	10,204	9,123	9,123	9,858	8,525	8,525	8,525	8,525	8,287	7,883	7,883	7,124	6,675
Step 5 17,810	16,567	11,870	10,792	10,792	10,792	10,792	10,792	9,719	9,719	9,719	8,688	8,688	9,388	8,119	8,119	8,119	8,119	7,892	7,507	7,507	6,784	6,358
Step 4 LL 18,658	17,356	12,435	11,303	11,303	11,303	11,303	11,303	10,183	10,183	10,183	9,105	9,105	9,835	8,504	8,504	8,504	8,504	8,266	7,862	7,862	7,107	099'9
Step 4 L 17,810	16,567	11,870	10,790	10,790	10,790	10,790	10,790	9,721	9,721	9,721	8,691	8,691	9,388	8,117	8,117	8,117	8,117	7,890	7,505	7,505	6,784	6,356
Step 4 16,962	15,779	11,305	10,277	10,277	10,277	10,277	10,277	9,258	9,258	9,258	8,277	8,277	8,941	7,731	7,731	7,731	7,731	7,514	7,148	7,148	6,462	6,053
Step 3 LL 17,770	16,533	11,844	10,766	10,766	10,766	10,766	10,766	969'6	969'6	969'6	8,668	8,668	9,367	8,098	8,098	8,098	8,098	7,871	7,488	7,488	6,770	6,341
Step 3 L 16,962	15,780	11,305	10,277	10,277	10,277	10,277	10,277	9,256	9,256	9,256	8,275	8,275	8,941	7,731	7,731	7,731	7,731	7,514	7,148	7,148	6,462	6,053
Step 3 16,155	15,028	10,766	9,788	9,788	9,788	9,788	9,788	8,816	8,816	8,816	7,882	7,882	8,514	7,363	7,363	7,363	7,363	7,157	6,809	6,809	6,153	5,765
Step 2 LL 16,924	15,744	11,279	10,253	10,253	10,253	10,253	10,253	9,234	9,234	9,234	8,259	8,259	8,920	7,713	7,713	7,713	7,713	7,500	7,133	7,133	6,446	6,039
Step 2 L 16,155	15,028	10,766	9,786	9,786	9,786	9,786	9,786	8,814	8,814	8,814	7,883	7,883	8,514	7,363	7,363	7,363	7,363	7,159	6,809	6,809	6,153	5,765
Step 2 15,385	14,312	10,253	9,320	9,320	9,320	9,320	9,320	8,395	8,395	8,395	7,507	7,507	8,109	7,013	7,013	7,013	7,013	6,817	6,484	6,484	5,860	5,491
Step 1 LL 16,120		10,742	9,764	9,764	9,764	9,764	9,764	8,797	8,797	8,797	7,862	7,862	8,495	7,349	7,349	7,349	7,349	7,140	6,791	6,791	6,140	5,753
Step 1 L 15,387	14,312	10,253	9,320	9,320	9,320	9,320	9,320	8,396	8,396	8,396	7,505	7,505	8,109	7,015	7,015	7,015	7,015	6,816	6,483	6,483	5,860	5,491
Step 1 14,654	13,631	9,764	8,876	8,876	8,876	8,876	8,876	7,996	7,996	7,996	7,148	7,148	7,722	6,680	6,680	6,680	6,680	6,491	6,174	6,174	5,581	5,230
<u>Title</u> CEO/General Manager	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	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	5,755 5,491 5,755

41.25

39.29

41.15

39.28

37.41

39.18

37.40

35.62

37.33

35.63

33.93

35.55

33.93

33.85

32.31

30.77

MANAGEMENT HOURLY RATES SCHEDULE

Effective 06/15/17 (FY18)
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

66.52         69.69         66.52         69.85         73.18         69.85         73.34         76.83           60.48         63.36         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.56         66.52         63.51         66.69         69.87
63.36 <b>60.48</b> 63.50 66.52 <b>63.51</b> 66.69 63.36 <b>60.48</b> 63.50 66.52 <b>63.51</b> 66.69 63.36 <b>60.48</b> 63.50 66.52 <b>63.51</b> 66.69
63.36 <b>60.48</b> 63.50 66.52 63.36 <b>60.48</b> 63.50 66.52 63.36 <b>60.48</b> 63.50 66.52
63.36 <b>60.48</b> 63.50 63.36 <b>60.48</b> 63.50
63.36 63.36
00.76
66.00
04:00
04.70
100
52 23

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)
\*\*See Contract

Executive Assistant

MANAGEN	YEARLY SALARY SCHEDULE
---------	------------------------

Effective 06/15/17 (FY18)
Revised as of 01/22/2016 for District Coursel
Revised as of 0901/2016 for Human Resources Manager
Revised as of 10/28/2016 for Assistant Finance Manager

Title	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L	Step 6 LL
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
	******	*****	****	*******														1

<b>IAGEM</b>	MONTHLY SALARY SCHEDULE
--------------	-------------------------

Effective 06/15/17 (FV18)

Vesvied as of 01/22/2016 for District Coursel
Revised as of 09/01/2016 for Human Resources Manager
Revised as of 10/28/2016 for Assistant Finance Manager

Title	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L	Step 6 LL
CEO/General Manager	14,947	15,694	16,441	15,694	16,479	17,264	16,477	17,300	18,124	17,302	18,167	19,032	18,167	19,075	19,984	19,077	20,030	20,984
District Counsel*	13,631	14,312	14,993	14,312	15,028	15,744	15,028	15,780	16,533	15,779	16,567	17,356	16,567	17,396	18,224	17,398	18,268	19,138
Chief Operations Officer	096'6	10,457	10,955	10,457	10,981	11,504	10,981	11,530	12,080	11,530	12,107	12,685	12,107	12,712	13,317	12,714	13,350	13,986
Operations Manager	9,053	9,506	9,958	9,507	9,982	10,457	9,984	10,483	10,982	10,483	11,007	11,530	11,008	11,560	12,111	11,558	12,135	12,712
Maintenance Manager	9,053	9,506	9,958	9,507	9,982	10,457	9,984	10,483	10,982	10,483	11,007	11,530	11,008	11,560	12,111	11,558	12,135	12,712
Finance Manager	9,053	9)206	9,958	9,507	9,982	10,457	9,984	10,483	10,982	10,483	11,007	11,530	11,008	11,560	12,111	11,558	12,135	12,712
Planning and Development Manager	9,053	9,506	9,958	9,507	9,982	10,457	9,984	10,483	10,982	10,483	11,007	11,530	11,008	11,560	12,111	11,558	12,135	12,712
Human Resources Manager	9,053	9,506	9,958	9,507	9,982	10,457	9,984	10,483	10,982	10,483	11,007	11,530	11,008	11,560	12,111	11,558	12,135	12,712
Information Technology Manager	8,155	8,563	8,970	8,563	8,991	9,419	8,993	9,442	068'6	9,443	9,915	10,386	9,913	10,409	10,904	10,409	10,929	11,449
Marketing, Communications and Customer Service Manager	8,155	8,563	8,970	8,563	8,991	9,419	8,993	9,442	068'6	9,443	9,915	10,386	9,913	10,409	10,904	10,409	10,929	11,449
Purchasing Manager	8,155	8,563	8,970	8,563	8,991	9,419	8,993	9,442	068'6	9,443	9,915	10,386	9,913	10,409	10,904	10,409	10,929	11,449
Senior Database Administrator	7,290	7,654	8,018	7,658	8,041	8,424	8,039	8,441	8,844	8,443	8,866	9,289	8,861	9,305	9,748	9,305	692'6	10,234
Asst. Manager of Information Technology	7,290	7,654	8,018	7,658	8,041	8,424	8,039	8,441	8,844	8,443	8,866	9,289	8,861	9,305	9,748	9,305	692'6	10,234
Assistant Finance Manager	7,876	8,270	8,663	8,272	8,686	9,100	8,684	9,119	9,554	9,119	9,575	10,031	9,575	10,053	10,532	10,055	10,558	11,060
Assistant HR Manager	6,814	7,155	7,497	7,154	7,511	7,868	7,511	7,887	8,263	7,885	8,278	8,672	8,282	969'8	9,110	8,694	9,130	9,565
Fixed Route Superintendent	6,814	7,155	7,497	7,154	7,511	7,868	7,511	7,887	8,263	7,885	8,278	8,672	8,282	969'8	9,110	8,694	9,130	9,565
Paratransit Superintendent	6,814	7,155	7,497	7,154	7,511	7,868	7,511	7,887	8,263	7,885	8,278	8,672	8,282	969'8	9,110	8,694	9,130	9,565
Project Manager	6,814	7,155	7,497	7,154	7,511	7,868	7,511	7,887	8,263	7,885	8,278	8,672	8,282	969'8	9,110	8,694	9,130	9,565
Facilities Maintenance Manager	6,621	6,952	7,284	6,954	7,303	7,651	7,301	7,667	8,032	7,665	8,048	8,431	8,050	8,452	8,854	8,452	8,875	9,298
Database Administrator	6,297	6,613	6,928	6,614	6,946	7,277	6,946	7,292	7,639	7,290	7,654	8,018	7,658	8,041	8,424	8,039	8,441	8,844
Safety, Security and Risk Manager	6,297	6,613	6,928	6,614	6,946	7,277	6,946	7,292	7,639	7,290	7,654	8,018	7,658	8,041	8,424	8,039	8,441	8,844
Assistant Superintendent	5,692	5,977	6,261	5,978	6,276	6,575	6,276	065'9	6,904	6,592	6,921	7,251	6,920	7,266	7,613	7,266	7,630	7,994
Executive Assistant	5,334	2,600	5,867	2,600	5,881	6,162	5,881	6,176	6,471	6,174	6,483	6,791	6,484	6,809	7,133	6,810	7,150	7,490
	********	*******	********	*******	* * *													Α

\* See Contract

41.25

39.29

41.15

39.28

37.41

39.18

37.40

35.62

37.33

35.63

33.93

35.55

33.93

33.85

32.31

30.77

MANAGEMENT HOURLY RATES SCHEDULE

Effective 06/14/18 (FY19)
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

66.52         69.69         66.52         69.85         73.18         69.85         73.34         76.83           60.48         63.36         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.50         66.52         63.51         66.69         69.87           60.48         63.56         66.52         63.51         66.69         69.87
63.36 <b>60.48</b> 63.50 66.52 <b>63.51</b> 66.69 63.36 <b>60.48</b> 63.50 66.52 <b>63.51</b> 66.69 63.36 <b>60.48</b> 63.50 66.52 <b>63.51</b> 66.69
63.36 <b>60.48</b> 63.50 66.52 63.36 <b>60.48</b> 63.50 66.52 63.36 <b>60.48</b> 63.50 66.52
63.36 <b>60.48</b> 63.50 63.36 <b>60.48</b> 63.50
63.36 63.36
00.76
66.00
04:00
04.70
100
52 23

L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)
\*\*See Contract

**Executive Assistant** 

Effective 06/14/18 (FV19)
Revised se of 0/0/22/216 for District Counsel
Revised as 0/09/01/2016 for Human Resources Manager
Revised as 0f 10/28/2016 for Assistant Finance Manager

Title	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L	Step 6 LL
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 Counse!*	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

See Contrac

MANAGEMENT MONTHLY SALARY SCHEDULE	
---------------------------------------	--

Effective 06/14/18 (FV19)
Wested as 0 (1/2/22016 for District Counsel
Revised as 0 990/1/2016 for Human Resources Manager
Revised as of 10/28/2016 for Assistant Finance Manager

|                     | ~   | <b></b>  | ٥.  | ٥,  | ٥.  | ۵,  | ٠.  | •  | •  
   
  | •   |  
   
  | -   | _  
   | 10  | 10  
   | 10   | 10  | ~  
   | -  |  |  | _ <i>P</i>   |
|---------------------|---|--|---|---|---|---|---|--
--
---|---
--
---|---
--
--|---|---
--|---
--|--|--|--|--|
| 20,984              | 19,138  | 13,986   | 12,712  | 12,712  | 12,712  | 12,712  | 12,712  | 11,449   | 11,449   
   
  | 11,449  | 10,234   
   
  | 10,234  | 11,060   
   | 9,565   | 9,565   
   | 9,565  | 9,565   | 9,298  
   | 8,844  | 8,844  | 7,994                                    | 7,490  |
| 20,030              | 18,268  | 13,350   | 12,135  | 12,135  | 12,135  | 12,135  | 12,135  | 10,929   | 10,929   
   
  | 10,929  | 692'6  
   
  | 692'6   | 10,558   
   | 9,130   | 9,130   
   | 9,130  | 9,130   | 8,875  
   | 8,441  | 8,441  | 7,630                                    | 7,150  |
| 19,077              | 17,398  | 12,714   | 11,558  | 11,558  | 11,558  | 11,558  | 11,558  | 10,409   | 10,409   
   
  | 10,409  | 9,305  
   
  | 9,305   | 10,055   
   | 8,694   | 8,694   
   | 8,694  | 8,694   | 8,452  
   | 8,039  | 8,039  | 7,266                                    | 6,810  |
| 19,984              | 18,224  | 13,317   | 12,111  | 12,111  | 12,111  | 12,111  | 12,111  | 10,904   | 10,904   
   
  | 10,904  | 9,748  
   
  | 9,748   | 10,532   
   | 9,110   | 9,110   
   | 9,110  | 9,110   | 8,854  
   | 8,424  | 8,424  | 7,613                                    | 7,133  |
| 19,075              | 17,396  | 12,712   | 11,560  | 11,560  | 11,560  | 11,560  | 11,560  | 10,409   | 10,409   
   
  | 10,409  | 9,305  
   
  | 9,305   | 10,053   
   | 969'8   | 969'8   
   | 969'8  | 969'8   | 8,452  
   | 8,041  | 8,041  | 7,266                                    | 6,809  |
| 18,167              | 16,567  | 12,107   | 11,008  | 11,008  | 11,008  | 11,008  | 11,008  | 9,913  | 9,913  
   
  | 9,913   | 8,861  
   
  | 8,861   | 9,575  
   | 8,282   | 8,282   
   | 8,282  | 8,282   | 8,050  
   | 7,658  | 7,658  | 6,920                                    | 6,484  |
| 19,032              | 17,356  | 12,685   | 11,530  | 11,530  | 11,530  | 11,530  | 11,530  | 10,386   | 10,386   
   
  | 10,386  | 9,289  
   
  | 9,289   | 10,031   
   | 8,672   | 8,672   
   | 8,672  | 8,672   | 8,431  
   | 8,018  | 8,018  | 7,251                                    | 6,791  |
| 18,167              | 16,567  | 12,107   | 11,007  | 11,007  | 11,007  | 11,007  | 11,007  | 9,915  | 9,915  
   
  | 9,915   | 8,866  
   
  | 8,866   | 9,575  
   | 8,278   | 8,278   
   | 8,278  | 8,278   | 8,048  
   | 7,654  | 7,654  | 6,921                                    | 6,483  |
| 17,302              | 15,779  | 11,530   | 10,483  | 10,483  | 10,483  | 10,483  | 10,483  | 9,443  | 9,443  
   
  | 9,443   | 8,443  
   
  | 8,443   | 9,119  
   | 7,885   | 7,885   
   | 7,885  | 7,885   | 7,665  
   | 7,290  | 7,290  | 6,592                                    | 6,174  |
| 18,124              | 16,533  | 12,080   | 10,982  | 10,982  | 10,982  | 10,982  | 10,982  | 068'6  | 068'6  
   
  | 068'6   | 8,844  
   
  | 8,844   | 9,554  
   | 8,263   | 8,263   
   | 8,263  | 8,263   | 8,032  
   | 7,639  | 7,639  | 6,904                                    | 6,471  |
| 17,300              | 15,780  | 11,530   | 10,483  | 10,483  | 10,483  | 10,483  | 10,483  | 9,442  | 9,442  
   
  | 9,442   | 8,441  
   
  | 8,441   | 9,119  
   | 7,887   | 7,887   
   | 7,887  | 7,887   | 7,667  
   | 7,292  | 7,292  | 069'9                                    | 6,176  |
| 16,477              | 15,028  | 10,981   | 9,984   | 9,984   | 9,984   | 9,984   | 9,984   | 8,993  | 8,993  
   
  | 8,993   | 8,039  
   
  | 8,039   | 8,684  
   | 7,511   | 7,511   
   | 7,511  | 7,511   | 7,301  
   | 6,946  | 6,946  | 6,276                                    | 5,881  |
| 17,264              | 15,744  | 11,504   | 10,457  | 10,457  | 10,457  | 10,457  | 10,457  | 9,419  | 9,419  
   
  | 9,419   | 8,424  
   
  | 8,424   | 9,100  
   | 7,868   | 7,868   
   | 7,868  | 7,868   | 7,651  
   | 7,277  | 7,277  | 6,575                                    | 6,162  |
| 16,479              | 15,028  | 10,981   | 9,982   | 9,982   | 9,982   | 9,982   | 9,982   | 8,991  | 8,991  
   
  | 8,991   | 8,041  
   
  | 8,041   | 8,686  
   | 7,511   | 7,511   
   | 7,511  | 7,511   | 7,303  
   | 6,946  | 6,946  | 6,276                                    | 5,881  |
| 15,694              | 14,312  | 10,457   | 9,507   | 9,507   | 9,507   | 9,507   | 9,507   | 8,563  | 8,563  
   
  | 8,563   | 7,658  
   
  | 7,658   | 8,272  
   | 7,154   | 7,154   
   | 7,154  | 7,154   | 6,954  
   | 6,614  | 6,614  | 5,978                                    | 5,600  |
| 16,441              | 14,993  | 10,955   | 9,958   | 9,958   | 9,958   | 9,958   | 9,958   | 8,970  | 8,970  
   
  | 8,970   | 8,018  
   
  | 8,018   | 8,663  
   | 7,497   | 7,497   
   | 7,497  | 7,497   | 7,284  
   | 6,928  | 6,928  | 6,261                                    | 5,867  |
| 15,694              | 14,312  | 10,457   | 9,506   | 9,506   | 9,506   | 9,506   | 9,506   | 8,563  | 8,563  
   
  | 8,563   | 7,654  
   
  | 7,654   | 8,270  
   | 7,155   | 7,155   
   | 7,155  | 7,155   | 6,952  
   | 6,613  | 6,613  | 5,977                                    | 5,600  |
| 14,947              | 13,631  | 096'6  | 9,053   | 9,053   | 9,053   | 9,053   | 9,053   | 8,155  | 8,155  
   
  | 8,155   | 7,290  
   
  | 7,290   | 7,876  
   | 6,814   | 6,814   
   | 6,814  | 6,814   | 6,621  
   | 6,297  | 6,297  | 5,692                                    | 5,334  |
| CEO/General Manager | 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   
   
  | 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                 | Executive Assistant 5,334 5,600 5,867 <b>5,600</b> 8   |
|                     | 14,947 15,694 16,441 15,694 16,479 17,264 16,477 17,300 18,124 17,302 18,167 19,032 18,167 19,075 19,984 19,077 | 14,947     15,694     16,479     17,264     16,477     17,300     18,124     17,302     18,167     19,032     18,167     19,075     19,075     19,077     20,030       13,631     14,312     14,312     15,028     15,744     15,028     15,780     16,533     15,779     16,567     17,356     16,567     17,396     18,224     17,398     18,268 | 14,947     15,694     16,479     17,264     16,477     17,300     18,124     17,302     18,167     19,032     18,167     19,032     18,167     19,032     18,167     19,077     20,030       13,631     14,312     14,993     14,312     15,744     15,728     15,780     16,577     16,567     17,356     16,567     17,396     18,224     17,398       11     9,960     10,457     10,955     10,457     10,981     11,530     12,080     11,530     12,107     12,712     13,317     12,714     13,350 | 14,947         15,694         16,414         16,424         16,424         16,475         17,264         16,130         18,124         17,302         18,124         17,302         18,124         17,302         18,124         17,302         16,739         16,567         17,366         16,567         17,396         17,396         18,224         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284         17,396         18,284< | 14,947         15,694         16,471         17,264         16,477         17,300         18,124         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,167         17,366         18,167         17,396         18,167         17,396         18,274         17,396         18,274         17,396         18,274         17,396         18,284         18,284         18,284         18,284         18,284         11,530         11,530         12,107         12,107         12,712         13,317         13,350         18,284         18,284         19,884         10,982         10,483         10,982         10,483         10,982         10,483         10,982         10,483         10,982         10,483         10,982         10,483         10,982         10,483         10,982         10,483         10,982         10,483         10,483         10,483         10,483         10,483         10,007         11,530         11,108         11,508         11,108         11,508         11,108         11,508         11,108         11,508         11,108         11,508         11,108         11,508         11,108         11,508< | 14,947         15,694         16,414         15,694         16,475         17,264         16,130         18,124         17,302         18,167         19,032         18,167         19,032         18,167         19,032         18,167         19,032         18,167         19,032         18,167         17,306         18,167         19,032         18,167         17,306         18,167         17,306         18,267         17,306         18,267         17,306         18,268         17,306         18,268         17,306         18,268         17,306         18,268         17,307         18,268         17,306         18,268         18,274         17,306         18,268         18,268         18,268         18,268         18,268         18,268         18,268         18,268         18,268         18,268         18,268         18,269         18,268         18,269         18,268         18,269         18,268         18,268         18,268         18,269         18,268         18,269         18,268         18,268         18,268         18,269         18,268         18,269         18,269         18,269         18,269         18,269         18,269         18,269         18,269         18,269         18,269         18,269         18,269         18,269         18,269< | 14,94715,69416,44717,26416,47717,30018,12417,30218,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,20818,20 | 14,94715,69416,44115,68416,47917,26416,47717,30018,12417,30218,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16717,30518,16818,27417,30518,27417,30518,2689,0569,5069,5069,5069,5069,5069,5069,50610,4679,04810,48310,50611,50711,50711,50911,50 | 1,56316,44116,44116,46416,47417,26416,47517,30618,12417,30618,12417,30618,12417,30618,12417,30618,12417,30618,12417,30618,12417,30618,12417,30618,12418,03218,1249,639,5069,5069,5079,50810,4579,98410,48310,98210,48311,00711,53011,00711,53011,50611,15612,11411,55612,1139,639,5069,5069,5079,50810,4579,98410,48310,98210,48311,00711,53011,60811,50911,50911,50911,50911,50911,50911,13612,1369,639,5069,5069,5069,5069,5069,50610,48310,48310,48311,00711,53011,50911,50911,50911,13611,13611,1369,0538,5069,5069,5069,50610,48310,48311,00711,53011,60011,50011,50011,13611,13611,13611,1368,1068,5068,5068,5068,506 </th <th>14,947         15,644         16,441         16,454         16,447         17,300         18,124         17,302         18,167         19,075         18,167         19,075         18,167         19,075         18,167         19,075         19,075         19,077         19,075         19,075         19,075         19,075         19,075         19,077         19,075         19,082&lt;</th> <th>4,347         15,684         16,414         15,684         16,424         15,684         16,475         17,304         18,124         17,305         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,184<!--</th--><th>1,4,47         1,5,64         1,6,74         1,7,24         1,7,24         1,1,24         1,1,24         1,2,24         1,2,24         1,1,24         1,1,24         1,1,24         1,1,24         1,1,24         1,1,24         1,1,24        
1,1,24         1,1,24&lt;</th><th>14.54         16.694         16.644         16.649         16.440         16.649         16.440         16.640         16.440         16.640         16.440         16.640         16.440         16.240         16.240         16.740<!--</th--><th>14.54 1, 6.64 1 (4.44) 1.5.694 (6.47) 1.5.024 (15.74) 1.5.024</th><th>14.34 16.84 16.84 16.44 16.84 16.47 16.84 16.47 17.80 16.81 14.30 16.30 16.81 14.30 16.81 14.30 16.81 14.30 16.81 14.30 16.81 16.81 14.30 16.81</th><th>1,434         1,558         1,647         1,578         16,478         1,679         <t< th=""><th>4.447         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.57         4.524&lt;</th><th>49.47         16.49 (1)         16.41 (1)         16.42
(1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16.42 (1)         16</th><th>14.1 14.1 14.2 14.3 14.3 14.3 14.3 14.3 14.3 14.3 14.3</th><th>1437 (1454) (1454) (1454) (1456) (1457) (1456) (1457) (1456) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (145</th><th>1434 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1</th><th>1434   4,312   4,412  </th></t<></th></th></th> | 14,947         15,644         16,441         16,454         16,447         17,300         18,124         17,302         18,167         19,075         18,167         19,075         18,167         19,075         18,167         19,075         19,075         19,077         19,075         19,075         19,075         19,075         19,075         19,077         19,075         19,082< | 4,347         15,684         16,414         15,684         16,424         15,684         16,475         17,304         18,124         17,305         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,167         18,184 </th <th>1,4,47         1,5,64         1,6,74         1,7,24         1,7,24         1,1,24         1,1,24         1,2,24         1,2,24         1,1,24&lt;</th> <th>14.54         16.694         16.644         16.649         16.440         16.649         16.440         16.640         16.440         16.640         16.440         16.640         16.440         16.240         16.240         16.740<!--</th--><th>14.54 1, 6.64 1 (4.44) 1.5.694 (6.47) 1.5.024 (15.74)
1.5.024 (15.74) 1.5.024</th><th>14.34 16.84 16.84 16.44 16.84 16.47 16.84 16.47 17.80 16.81 14.30 16.30 16.81 14.30 16.81 14.30 16.81 14.30 16.81 14.30 16.81 16.81 14.30 16.81</th><th>1,434         1,558         1,647         1,578         16,478         1,679         <t< th=""><th>4.447         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.57         4.524&lt;</th><th>49.47         16.49 (1)         16.41 (1)         16.42 (1)         16</th><th>14.1 14.1 14.2 14.3 14.3 14.3 14.3 14.3 14.3 14.3 14.3</th><th>1437 (1454) (1454) (1454) (1456) (1457) (1456) (1457) (1456) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (145</th><th>1434 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1</th><th>1434   4,312   4,412  
4,412   4,412  </th></t<></th></th> | 1,4,47         1,5,64         1,6,74         1,7,24         1,7,24         1,1,24         1,1,24         1,2,24         1,2,24         1,1,24< | 14.54         16.694         16.644         16.649         16.440         16.649         16.440         16.640         16.440         16.640         16.440         16.640         16.440         16.240         16.240         16.740 </th <th>14.54 1, 6.64 1 (4.44) 1.5.694 (6.47) 1.5.024 (15.74) 1.5.024</th> <th>14.34 16.84 16.84 16.44 16.84 16.47 16.84 16.47 17.80 16.81 14.30 16.30 16.81 14.30 16.81 14.30 16.81 14.30 16.81 14.30 16.81 16.81 14.30 16.81</th> <th>1,434         1,558         1,647         1,578         16,478         1,679         <t< th=""><th>4.447         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.57         4.524         4.524         4.524         4.524         4.524        
4.524         4.524&lt;</th><th>49.47         16.49 (1)         16.41 (1)         16.42 (1)         16</th><th>14.1 14.1 14.2 14.3 14.3 14.3 14.3 14.3 14.3 14.3 14.3</th><th>1437 (1454) (1454) (1454) (1456) (1457) (1456) (1457) (1456) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (145</th><th>1434 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1</th><th>1434   4,312   4,412  </th></t<></th> | 14.54 1, 6.64 1 (4.44) 1.5.694 (6.47) 1.5.024 (15.74) 1.5.024 | 14.34 16.84 16.84 16.44 16.84 16.47 16.84 16.47 17.80 16.81 14.30 16.30 16.81 14.30 16.81 14.30 16.81 14.30 16.81 14.30
16.81 16.81 14.30 16.81 | 1,434         1,558         1,647         1,578         16,478         1,679 <t< th=""><th>4.447         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.57         4.524&lt;</th><th>49.47         16.49 (1)         16.41 (1)         16.42 (1)         16</th><th>14.1 14.1 14.2 14.3 14.3 14.3 14.3 14.3 14.3 14.3 14.3</th><th>1437 (1454) (1454) (1454) (1456) (1457) (1456) (1457) (1456) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (145</th><th>1434 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1</th><th>1434   4,312   4,412  </th></t<> | 4.447         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.47         4.564         4.57         4.524< | 49.47         16.49 (1)         16.41 (1)   
     16.42 (1)         16 | 14.1 14.1 14.2 14.3 14.3 14.3 14.3 14.3 14.3 14.3 14.3 | 1437 (1454) (1454) (1454) (1456) (1457) (1456) (1457) (1456) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (1457) (1459) (145 | 1434 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 1434   4,312   4,412 |

<sup>\*</sup> See Contract

# Santa Cruz Metropolitan Transit District

**DATE:** October 28, 2016

**TO:** Board of Directors

**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 CONSIDERATIONS/IMPACT

The required funding of \$7,000 in FY17 and \$4,000 in FY18 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

Plan

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

Approved as to fiscal impact: Angela Aitken, Finance Manager Angela acker

Alex Clifford, CEO/General Manager

- THIS PAGE INTENTIONALLY LEFT BLANK -

**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.

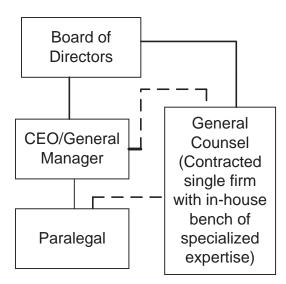
#### III. DISCUSSION/BACKGROUND

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 CONSIDERATIONS/IMPACT

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.
On the Motion of Director:
Duly Seconded by Director:
The Following Resolution is Adopted:

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING 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<sup>th</sup> day of October, 2016 by the following vote:

AYES:	Directors -	
NOES:	Directors -	
ABSTAIN:	Directors -	
ABSENT:	Directors -	
Approved: Mike	Rotkin, Board Chair	

Resolution NoPage 2	
Attest: Alex Clifford, CEO/General Manager	
Approved as to form:  Leslyn K. Syren, District Counsel	

### **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, 1855 41st 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 CalTIP) 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.

1

#### 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.

- 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 non-represented 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.
  - 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.

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:
    - 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).
    - The Disadvantaged Business Enterprise (DBE) program (as required by the U.S. Department of Transportation), the overall process on submission of bids and proposals

including familiarity with the Copeland Anti-Kickback Act.

- 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)"

#### 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** 

5.5.6 Experience with transit agencies:

20 Points

Possible

5.5.7 References:

**10 Points Possible** 

5.5.8 Cost proposal:

30 Points Possible

**TOTAL POINTS POSSIBLE: 140** 

Evaluation Criteria	Points
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 proposed	20
4. Experience with transit agencies	20
5. References	10
6. Cost proposal	30
Total Points Possible	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 interim legal counsel to receive a briefing on all outstanding legal matters.	December 10 <sup>th</sup> - 31 <sup>st</sup>
Contract Start Date	January 1, 2017

# Santa Cruz Metropolitan Transit District



**DATE:** October 28, 2016

**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 CONSIDERATIONS/IMPACT

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 for lesyn Syren

- THIS PAGE INTENTIONALLY LEFT BLANK -



# 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

Resolution No. \_\_\_\_\_Page 2

PASSED AND ADOPTED this 28 <sup>th</sup> day of October 2016 by the following vote:									
AYES:	Directors -								
NOES:	Directors -								
ABSTAIN:	Directors -								
ABSENT:	Directors -								
Approved:	Rotkin, Chair								
Attest:	Clifford, CEO/General Manager								
Approved as Leslyr	s to form: n K. Syren, District Counsel								



# BOARD OF DIRECTORS MEETING SCHEDULE

# 2017

Meetings are scheduled for the 4<sup>th</sup> Friday of the month unless otherwise indicated.

011	January 27, 2017	8:30am	METRO Admin Offices, 110 Vernon Street, Santa Cruz
01 01	February 24, 2017	8:30am	Watsonville City Council Chambers, 275 Main St., Watsonville
011	March 24, 2017	8:30am	Santa Cruz City Council Chambers, 809 Center St., Santa Cruz
on one	April 28, 2017	8:30am	METRO Admin Offices, 110 Vernon Street, Santa Cruz
on one	May 19, 2017	8:30am	Watsonville City Council Chambers, 275 Main St., Watsonville
on one	June 23, 2017	8:30am	Santa Cruz City Council Chambers, 809 Center St., Santa Cruz
			THERE ARE NO MEETINGS IN JULY
101 81	August 25, 2017	8:30am	Scotts Valley City Council Chambers, 1 Civic Center Drive, Scotts Valley
	August 25, 2017 September 22, 2017	8:30am 8:30am	·
			Valley
	September 22, 2017	8:30am	Valley Santa Cruz City Council Chambers, 809 Center St., Santa Cruz

P	Approved	undei	r Resolution	ı at	t	METRO	Board	M	lee	tin	g
										,	_

- THIS PAGE INTENTIONALLY LEFT BLANK -	

# **VERBAL PRESENTATION ONLY**

# **CEO UPDATE**

Alex Clifford, Chief Executive Officer/General Manager

- THIS PAGE INTENTIONALLY LEFT BLANK -	

# - ADDITIONAL MATERIALS DISTRIBUTED AT BOARD MEETING -

- THIS PAGE INTENTIONALLY LEFT BLANK -	

### Fall Ridership by Route

Septemb	per 8, 2016 - October 26, 2016	Weekday	Weekday	Weekend	Weekend
Route	Corridor	Avg. Riders per Trip	Avg. UCSC Riders per Trip	Avg. Riders per Trip	Avg. UCSC 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
74S	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

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

Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	Fall
Route	Route	WD Trips	WD Trips	WD Span	WD Span	WD Freq. (hrs)	WD Freq. (hrs)	WE Trips	WE Trips	WE Span	WE Span	WE Freq. (hrs)	WE Freq. (hrs)
3	3	12	6	6:50-17:50	7:50-17:50	1	2	5	5	9:50-17:50	9:50-17:50	2	2
4	4	11	10	6:45-16:45	7:25-16:25	1	1						
4W 8		0 1		7:35		1x/day		5		8:55-16:45		2	
10	10	27	26	6:50-19:20	7:22-19:20	0.5	0.5	10	8	8:50-17:50	9:50-16:50	1	0.5
12	10	1	20	7:10	7.22 13.20	1x/day	0.5	10	o o	0.30 17.30	3.30 10.30	-	0.5
15	15	44	49	6:40-20:50	7:07-19:42	0.2	0.2					1	
16	16	72 *	76***	6:25-23:59	6:37-00:07	0.2	0.2	34	35	7:00-23:00	8:10-23:07	0.5	1
17 OB	17 OB	32**	26****	4:45-21:35	4:40-21:30	0.2	0.3	15	14	7:55-21:05	6:52-21:05	1	1
17 IB	17 IB	29	29	5:55-22:45	5:55-22:35	0.3	0.3	16	15	9:00-22:55	8:10-22:10	1	1
19	19	27	27	7:30-23:30	7:25-23:25	0.5	0.5	19	10	10:00-19:00	10:00-19:00	0.5	0.5
20	20	20	20	7:20-22:20	7:15-22:15	1	1	13	10	8:20-20:20	11:20-20:20	1	1
20D	20D	9	9	7:20-18:25	7:15-22:15	1	1						
30		4		6:45-15:05		4x/day							
33	33	2	2	6:53-14:50	6:53-14:50	2x/day	2x/day						
34	34	2	2	7:25-15:30	7:25-15:30	2x/day	2x/day						
35 OB	35 OB	5	5	6:52-14:50	6:58-14:50	0.25	0.5						
35 IB	35 IB	32	32	5:43-21:23	5:30-22:30	0.5	0.5	24	13	7:02-22:23	9:30-22:00	0.5	1
35A	35A	28	28	6:30-23:00	6:30-23:00	0.5	0.5	23	14	7:30-23:00	8:30-22:00	0.5	1
40	40	2	2	6:40-15:25	6:40-8:10	4x/day	2x/day	2		8:30-16:30		2x/day	
41	41	2	2	5:50-17:30	5:50-8:00	4x/day	2x/day	1		9:30		1xday	- 41
42	42	3	3	8:30	15:30-20:30	1x/day	3x/day	1	2	18:00	8:30-16:30	1x/day	3x/day
54		40	40	17:35	0.20.47.20	1x/day		3	2	8:00-18:40	0.20.42.20	3x/day	
55	55	10	10	7:30-16:30	8:30-17:30	1	1		2		8:30-13:30		1
56 66 OB	66 OB	15	15	8:00-13:55 6:45-20:30	6:45-22:00	2x/day	1	1.4	12	6:45-19:55	8:00-21:00	1	1
66 IB	66 IB	16	16	5:55-21:10	5:55-10:40	1 1	1	14 14	13	7:00-20:25	8:45-21:40	1	1
66N OB	00 IB	16	16	22:00	5:55-10:40	1x/day	1	2	13	21:00-20:25	8:45-21:40	1	1
66N IB				22:40		1x/day		2		21:35-22:40		1	
68 OB	68 OB	12	12	6:15-18:30	7:15-18:15	1x/uay	1	11	6	8:15-18:30	11:00-16:00	1	1
68 IB	68 IB	13	13	6:30-18:40	6:30-18:30	1	1	10	6	8:30-17:35	11:40-18:30	1	1
69A OB	69A OB	12	12	7:07-18:00	7:07-18:00	1	1	11	11	8:07-18:00	8:30-18:30	1	1
69A IB	69A IB	12	12	6:45-18:50	6:50-17:50	1	1	11	11	8:50-18:50	8:30-18:30	1	1
69W OB	69W OB	15	15	6:37-20:37	6:45-20:45	1	1	13	10	8:37-20:37	9:00-18:00	1	1
69W IB	69W IB	16	16	6:20-20:50	6:30-21:25	1	1	13	11	7:50-20:50	9:00-18:00	1	1
71 OB	71 OB	32	32	6:10-23:45	6:40-23:45	0.5	0.5	31	17	7:15-23:45	7:45-23:45	0.5	1
71 IB	71 IB	33	33	5:00-23:00	5:34-23:00	0.5	0.5	30	15	6:05-21:30	6:10-20:10	0.5	1
72	72	12	12	5:45-18:45	6:45-17:45	1	1						
72W	72W	0	0						5		9:25-17:25		2
74				6:10-18:10		1		13		6:45-18:45		1	
74S	74S	2	2	7:00-15:10	7:00-15:10	2x/day	2x/day						
75	75	13	13	5:15-19:15	6:15-18:15	1	1	15	11	5:15-19:15	6:05-17:45	1	1
77				6:30-18:30		1							
79	79	11	11	7:00-18:00	7:25-17:25	1	1	12	3	7:30-18:30	8:00-15:00	1	1
91X OB	91X OB	22	22	6:25-17:45	6:55-17:25	0.5	0.4						
91X IB	91X IB	20	20	5:55-17:40	5:57-16:20	0.5	0.5						
Total	Trips	692	620			Total	Trips	373	259				

\*Route 16: 70 trips on T-TH
\*\*\*Route 16: 74 trips on T-TH

\*\* Hwy 17: 37 trips on F \*\*\*\*Hwy 17: 31 trips on F

Route Removed
Trip does not occur on WD/WE

# **NEWS CLIPS**

September 23, 2016 – October 28, 2016

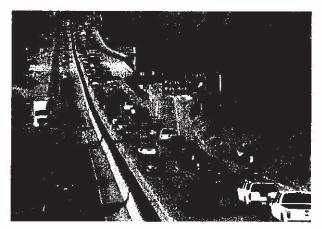
# SANTA CRUZ COUNTY ARTICLES

### REGISTER-PAJARONIAN

### Voters to consider Measure D

Posted: Friday, Oct 21st, 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.

### DISTRIBUTED AT 10/28/16 BOARD OF DIRECTORS MEETING

# PASSENGER .

THE SOURCE FOR FUBLIC TRANSPORTATION NEWS AND ANALYSIS

October 21, 2016

e ilije i na e fane fij jagfrege i i

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.

# Sunday, October 16, 2016 » MORE AT FACEBOOK.COM/SCSENTINEL AND TWITTER.COM/SCSENTINEL

Don Miller, Editor Marc Des Jardins, Features Editor

Wike Blaesser, Community Member Cell Cirillo, Community Member

### 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 School 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

DISTRIBUTED AT 10/28/16 BOARD OF DIRECTORS MEETING

### 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 served.

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 Hall, 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 Lorenzo 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 Scotts 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 election: They have served Scotts Valley well and will continue to do so when re-elected on Nov. 8."

Community meeting 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 Lorenzo Valley Transportation 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 attendees 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 easier 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 earmarked 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.sccrtc.org/projects/streets-highways/hwy-9-plan/

# **Highway 9 – San Lorenzo Valley Corridor Transportation Plan**

Source: SCCRTC

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



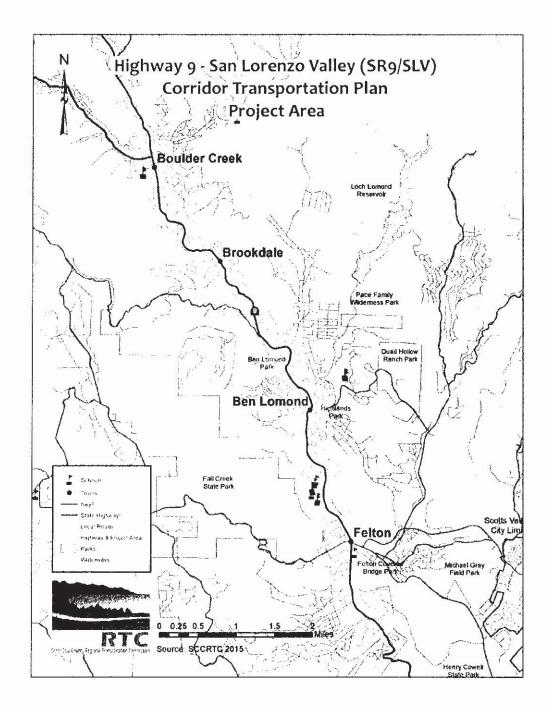
### Plan Overview

RTC will be working with the community to prepare a complete streets plan for a ten mile section of Highway 9 through San Lorenzo Valley (SLV) that identifies, 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 Lomond, 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 Highway 9 that connects the towns of Felton. Ben Lomond. Brookdale, and Boulder Creek.

MAP:



### Why is this plan needed?

A comprehensive multimodal transportation needs 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 Highway 9 through San Lorenzo Valley will:

- build on past public input and planning activities
- 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, safety, security, system preservation, 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 activities, including surveys, Town Hall meetings, and grassroots outreach.

- <u>Community Meeting</u>: October 11, 2016 at 6:00 PM at SLV Performing Arts Complex, on SLV High campus
- The community can sign up to receive periodic updates on the plan here: <a href="http://scerte.org/about/esubscriptions">http://scerte.org/about/esubscriptions</a>, by emailing <a href="mailto:info@secrte.org">info@secrte.org</a>, calling 831-460-3200
- Comments can be sent to SCCRTC: <u>info@sccrtc.org</u> 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.

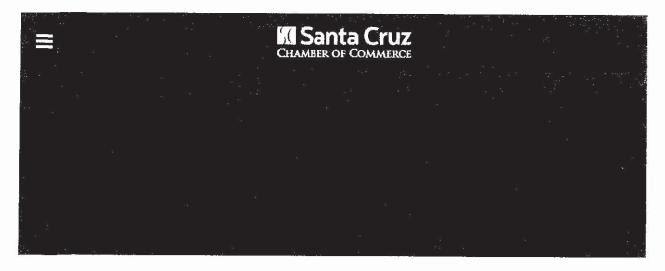
### **Project Team**

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 stakeholders. 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 Senior Transportation Planner info@sccrtc.org (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, A, 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.

**DISTRIBUTED AT 10/28/16 BOARD OF DIRECTORS MEETING** 

Measure D, The transportation sales tax initiative is an artfully negotiated compromise to fund long-awaited transportation improvements. This ½ cent tax on every dollar of taxable sales will be offset in part by the expiration of the state's temporary ½ 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 G ensures 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 election. 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, tion for about an hour while drew concern due to its custom-made appearance, said police spokeswoman Joyce



SANTA CRUZ POLICE DEPARTMENT -CONTRIBUTED

A custom fabricated battery found Wednesday morning at the Santa Cruz Metro Station was mistaken for an ... explosive device.

investigating the device, Blaschke said.

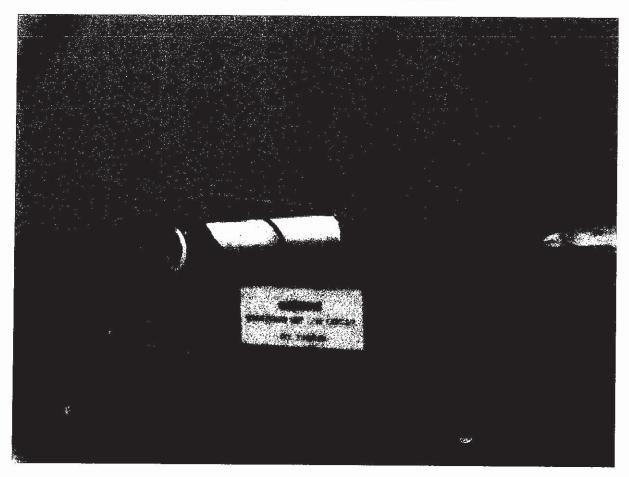
"There is no evidence to Blaschke. The battery was a support the perception that cylindrical device with electhe third party vendor intrical tape and wires pro- tended to create alarm," truding from a pipe, she said. Blaschke said. "The device Police closed off streets was collected and returned surrounding the bus sta- to the repair company."

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

BREAKING: Police determined the battery posed no threat.

By Norcal Patch (Patch Staff) - October 12, 2016 4:01 pm ET

ShareTweetGoogle PlusRedditEmailComments



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.

**DISTRIBUTED AT 10/28/16 BOARD OF DIRECTORS MEETING** 

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



MARK GOMEZ - BAY AREA NEWS GROUP

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

Clara County Fire Depart- nie Stuehler. ment.

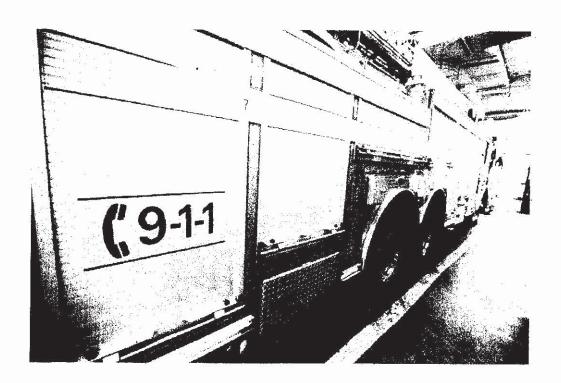
CAMPBELL » A Santa Cruz ported at 7:32 a.m., ig- a mile south of Hamilton from spreading into the Metro bus caught fire Monday morning while travelpartment in the rear of bus was evacuated and no Stuehler aid. The fire was ing on northbound High- the Highway 17 express injuries were reported. nue, according to the Santa fire spokeswoman Stepha- ment was "totally in- under investigation.

volved" in flames when The bus driver pulled fire crews arrived. Fire-The fire, which was re- over about one-quarter of fighters stopped the flames out at 8:08 a.m.

### **Update: Bus Catches Fire on Highway 17**

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

By California Patch (Patch Staff) - October 10, 2016 8:06 pm ET



A fire that caused a Santa Cruz Metropolitan Transit District bus to be evacuated along state Highway 17 in Campbell this morning 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 Aguirre said.

Around 7:35 a.m., the bus was traveling in the highway's northbound lanes just south of Hamilton Avenue, according to California Highway Patrol spokesman Officer Ross Lee.

The bus driver noticed flames coming from the back of the bus' exterior and immediately pulled and evacuated all passengers. Lee said.

Another bus arrived about 15 minutes later and transported the passengers to their destination. The bus was coming from Santa Cruz and was headed toward downtown San Jose, according to Aguirre.

After the passengers had been evacuated, the fire spread, filing the interior of the bus with smoke, Lee said.'

Firefighters with the Santa Clara County Fire Department responded and extinguished the fire within about 30 minutes, according to fire officials.

No injuries were reported, Lee said.

CHP officers closed two of the highway's northbound lanes while they investigated the incident.

- Bay City News; Image by Renee Schiavone, Patch

# 17. Sent

Friday, October 7, 2016

\$1.50 FACEBOOK.COM/SCSENTINEL TWITTER.COM/SCSENTINEL

TRANSPORTATION

### Commission 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

### Measure

FROM PAGE 1

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 million Pajaro train station.

If Measure D passes, then in development. 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.

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 seis 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 Para-Cruz service within the area served by its buses. When bus routes are cut. Para-Cruz 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

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 "We need to humanize 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 niors and disabled people road quality - is 46, which us," McPherson said.

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.

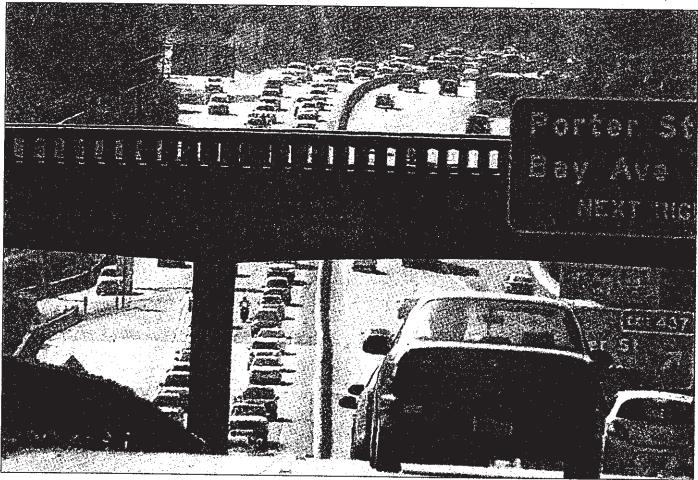
"That's more than Measure D would provide over 30 years, so as you can see we're not going to solve everything, but we do have to start changing that trend. I think that's the takeaway here. We need to change the trend," Dondero said.

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

# anta Gruz Sentinel MEASURE D GAINS BROAD SUPPORT, SOME OPPOSITION



SHMUEL THALER - SANTA CRUZ SENTINEL

The southbound Highway 1 commute crawls along.

### Critics focus on Highway 1 widening

By Kara Guzman

newsroom@santacruzsentinel.com @karambutan on Twitter.

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 ent, said Lane. It directs just 25 will pass this November.

A phone poll in June showed the measure had 68 percent approval, baby STRIBUT

In 2004, a similar countywide people, the coastal rail trail and 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 transporta-

This year's measure is differpercent of revenue to Highway 1 construction. Neighborhood projects such as local road repair get

railroad maintenance and anal-

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.

ad repair get Supervisor John Leopold, 8/1863 BOAR Berger Director Indicate the Commission, said Mea-

"This is the measure that they've been waiting for, that we've been waiting for."

— 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 presi-Base Him point Gaid.

**MEASURE** » PAGE 5

### Measure

FROM PAGE 1

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 labor community, the business community, the social service community, the bike community, virtually all of the environmental community. So I don't study other options, such statistics that fit their case 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 to cars, the more cars you 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.

Cruz resident Rick Longi- are based on a draft review notti, said the transpor- that is only a draft, and



SHMUEL THALER - SANTA CRUZ SENTINEL

Auxiliary lane proponents contend that additional lanes will help ease Highway 1 congestion.

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 commission's draft environmental review of Highway 1 construction.

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 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 The group's leader, Santa Won't Work's arguments tation commission should the group is cherry-picking

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 I's traf-Celia Scott, former Santa fic 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 million 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 scortc.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 aviation-themed."

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 belongs 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.

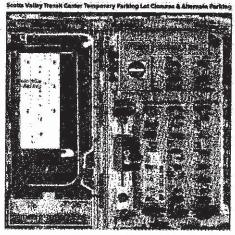
"I'm concerned the applicants will go away and not come back," Hurst said.

Also during Tuesday's meeting, the council voted 6-1 to endorse Measure D, a 30-year, half-cent 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-andone-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.scmtd.com