# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA REGULAR MEETING OCTOBER 26, 2018 - 9:00 AM CAPITOLA CITY COUNCIL CHAMBERS <br> 420 CAPITOLA AVENUE CAPITOLA, CA 95010 

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

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

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BOARD ROSTER

Director Ed Bottorff
Director Cynthia Chase
Director Trina Coffman-Gomez
Director Jimmy Dutra
Director Norm Hagen
Director John Leopold
Director Donna Lind
Director Cynthia Mathews
Director Bruce McPherson
Director Dan Rothwell
Director Mike Rotkin
Ex-Officio Director Davon Thomas
Vacant Ex-Officio Director
Alex Clifford
Julie Sherman

City of Capitola
City of Santa Cruz
City of Watsonville
City of Watsonville
County of Santa Cruz
County of Santa Cruz
City of Scotts Valley
City of Santa Cruz
County of Santa Cruz
County of Santa Cruz
County of Santa Cruz
UC Santa Cruz
Cabrillo College
METRO CEO/General Manager
METRO General 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<br>NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

## 1 CALL TO ORDER

2 SWEAR IN NEW EX-OFFICIO BOARD MEMBER, ALTA NORTHCUTT
3 ROLL CALL

## 4 ANNOUNCEMENTS

4-1. Carlos Landaverry to introduce his Spanish language interpretation services, which will be available during "Oral Communications" and for any other agenda item for which these services are needed.
$4-2$. Today's meeting is being broadcast by Community Television of Santa Cruz County.

## 5 BOARD OF DIRECTORS COMMENTS

6 ORAL AND WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS
This time is set aside for Directors and members of the general public to address any item not on the Agenda which is within the subject matter jurisdiction of the Board. No action or discussion shall be taken on any item presented except that any Director may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. 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 610-2-1, 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.

## 7 WRITTEN COMMUNICATIONS FROM MAC (if applicable)

8 LABOR ORGANIZATION COMMUNICATIONS

## 9 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

 CONSENT AGENDAAll 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.

## 10-01 RECOMMENDED ACTION ON TORT CLAIMS

Shonoa Ruddick, Safety, Security and Risk Director
10-02 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF SEPTEMBER 2018
Angela Aitken, CFO
10-03 ACCEPT AND FILE: MINUTES OF THE SEPTEMBER 28, 2018 BOARD OF DIRECTORS MEETING, OCTOBER 12, 2018 PERSONNEL/HR COMMITTEE MEETING AND OCTOBER 17, 2018 SPECIAL BOARD OF DIRECTORS MEETING
Alex Clifford, CEO/General Manager
10-04 APPROVE: CONSIDERATION OF DECLARING VEHICLES ANDIOR EQUIPMENT AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION Angela Aitken, CFO

REGULAR AGENDA
11 PRESENTATION OF EMPLOYEE RETIREMENT RESOLUTION FOR PETE LEGORRETA (1988 - 2018, 30 years) AND ASCENCION SANCHEZ (1984 2018, 34 years) Bruce McPherson, Board Chair

12 ACCEPT AND FILE: UNIFIED CORRIDOR INVESTMENT STUDY UPDATE Barrow Emerson, Planning and Development Director

13 CEO ORAL REPORT
Alex Clifford, CEO/General Manager
14 CONSIDERATION OF A RESOLUTION TO ESTABLISH THE BOARD OF DIRECTORS MEETING SCHEDULE \& LOCATIONS FOR THE CALENDAR YEAR 2019
Alex Clifford, CEO/General Manager
15 ACCEPT AND FILE: HUMAN RESOURCES DEPARTMENT RECRUITMENT UPDATE Dawn Crummié, HR Deputy Director

16 ORAL UPDATE ON EDUCATING THE PUBLIC ABOUT THE BENEFITS OF SENATE BILL 1
Barrow Emerson, Planning and Development Director
17 ORAL UPDATE ON OCTOBER 17, 2018 SPECIAL BOARD MEETING Barrow Emerson, Planning and Development Director

18 ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF JULY 2018
Angela Aitken, CFO

| 19 | APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO GMV |
| :--- | :--- |
|  | SYNCROMATICS FOR PURCHASE AND INSTALLATION OF AN INTELLIGENT |
|  | TRANSPORTATION SYSTEM NOT TO EXCEED $\$ 2,200,000$ |

20 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO ENTER INTO MEMORANDA OF AGREEMENTS WITH THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA) FOR THE TRANSFER OF TEN (10) 2014 GILLIG DIESEL ELECTRIC HYBRID EXPRESS BUSES, AND THE SALE OF FOUR (4) 2002 DIESEL NEW FLYER ARTICULATED BUSES Ciro Aguirre, COO

21 ACCEPT AND FILE: UPDATE TO THE ZERO EMISSION ELECTRIC BUSES AND RELATED EQUIPMENT PROJECT
Erron Alvey, Purchasing and Special Projects Director
22 APPROVE: ADOPTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT REGULATIONS RELATED TO VEHICLE PARKING AND USE OF PERSONAL TRANSPORTATION VEHICLES IN OR AT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FACILITIES
Alex Clifford, CEO/General Manager
23 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
Julie Sherman, General Counsel
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code Section 54956.9 (d)(1)
Claimant: Lawrence Swain
Agency: Santa Cruz Metropolitan Transit District
Marie Sang, Attorney
24 RECESS TO CLOSED SESSION

## SECTION II: CLOSED SESSION

SECTION III: RECONVENE TO OPEN SESSION
25 REPORT OF CLOSED SESSION ITEMS
Julie Sherman, General Counsel
26 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, NOVEMBER 16, 2018 AT 9:00AM AT WATSONVILLE CITY COUNCIL CHAMBERS, 275 MAIN STREET, WATSONVILLE, CA
Bruce McPherson, Board Chair
27 ADJOURNMENT
Bruce McPherson, Board Chair

DATE: October 26, 2018
TO: Board of Directors
FROM: $\quad$ Shonoa Ruddick, Safety, Security and Risk Director
SUBJECT: RECOMMENDED ACTION ON TORT CLAIMS

## I. RECOMMENDED ACTION

## That the Board of Directors Approve Staff Recommendations for Claims for the Month of October 2018.

## 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 two claims for the month of October 2018 for money or damages. As a public entity, METRO must act "within 45 days after the claim has been presented" (Govt C §912.4(a)). See staff recommendations in paragraph VI.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

None

## V. ALTERNATIVES CONSIDERED

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

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


## VI. DESCRIPTION OF CLAIMS

| Claimant | Claim \# | Description | Recommended <br> Action |
| :---: | :---: | :--- | :---: |
| Krynak, Christine | $18-0016$ | Claimant alleges that her <br> back was injured when the <br> bus she was in collided <br> with a car. Amount of <br> claim: Up to \$25,000.00. | Reject |
| Sauer, Julia | $18-0017$ | Claimant alleges METRO <br> is liable for damages to <br> her car caused by collision <br> with METRO bus. Amount <br> of claim: \$1,222.64. |  |

Prepared by: Tom Szestowicki, Safety Specialist

## VII. APPROVAL:

Shonoa Ruddick
Safety, Security and Risk Director


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DATE: October 26, 2018
TO: $\quad$ Board of Directors
FROM: Angela Aitken, Chief Financial Officer

## SUBJECT: ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF SEPTEMBER 2018

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the preliminary approved Check Journal Detail for the month of September 2018

## II. SUMMARY

- This staff report provides the Board with a preliminary approved Check Journal Detail for the month of September 2018.
- The Finance Department is submitting the check journals for Board acceptance and filing.


## III. DISCUSSION/BACKGROUND

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

All invoices submitted for the month of September 2018 have been processed, checks issued and signed by the Chief Financial Officer.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

None. The check journal is a presentation of invoices paid in September 2018 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 2018

Prepared By: Holly Alcorn, Accounting Specialist

## VII. APPROVALS:

Angela Aitken, Chief Financial Officer


Alex Clifford, CEO/General Manager


## Attachment A

DATE 10/02/18 08:38


ABC BUS INC
ADVANCED COMPUTER TECH SOL INC
ABC BUS INC
ADVANCED COMPUTER TECH SOL INC
AITKEN, ANGELA
APOLLO VIDEO TECHNOLOGY LLC
AT\&T

AUTOMATIC DOOR SYSTEMS, INC.
B \& B SMALL ENGINE CORP
BATTERIES PLUS \#314
BAY ALARM COMPANY
BEE CLENE INC
BENSON, EDDIE
BRASS KEY LOCKSMITH INC
BROOKS INTERNET SOFTWARE, INC
CALTRONICS BUINESS SYSTEMS
CAREERS IN GOVERNMENT INC CDW GOVERNMENT, INC.
CITY OF SANTA CRUZ-FINANCE
CITY OF WATSONVILLE UTILITIES
CLASSIC GRAPHICS


$\begin{array}{rl}115.03 & 001346 \\ 54.35 & 130 \\ 19,420.65 & 909\end{array}$


| 802.83 | 003151 |
| ---: | :--- | :--- |
| $2,925.00$ | 003398 |
| 114.41 | $E 437$ |
| $3,480.00$ | 003362 |
| $2,275.18$ | 001 D |

- 

$\begin{array}{ll}63158 & 09 / 03 / 18 \\ & \\ 63159 & 09 / 03 / 18 \\ 63160 & 09 / 03 / 18 \\ 63161 & 09 / 03 / 18 \\ 63162 & 09 / 03 / 18 \\ & \\ 63163 & 09 / 03 / 18 \\ 63164 & 09 / 03 / 18 \\ 63165 & 09 / 03 / 18 \\ 63166 & 09 / 03 / 18 \\ 63167 & 09 / 03 / 18 \\ 63168 & 09 / 03 / 18\end{array}$




$\begin{array}{ll}63177 & 09 / 03 / 18 \\ 63178 & 09 / 03 / 18 \\ 63179 & 09 / 03 / 18\end{array}$
63180 09/03/18

$\begin{array}{ll}63183 & 09 / 03 / 18 \\ 63184 & 09 / 03 / 18\end{array}$

## Attachment A



## Attachment A



$\begin{array}{rr}6,500.00 & 003395 \\ 83,802.78 & 003402 \\ \text { JARRETT WALKER \& ASMAN DOLOWICH VOLUCK }\end{array}$
KELLEY'S SERVICE INC.

8T/E0/60 ع0Z६9
LITI T0'698


MACLEOD WATTS INC MADICO INC
MANAGED HEALTH NETWORK
MISSION UNIFORM
 $\begin{array}{ll}63204 & 09 / 03 / 18 \\ 63205 & 09 / 03 / 18\end{array}$

| 63206 | $09 / 03 / 18$ |
| :--- | :--- |
| 63207 | $09 / 03 / 18$ |
| 63208 | $09 / 183 / 18$ |
| 63209 | $09 / 03 / 18$ |


63214 09/03/18
63215 09/03/18
$\begin{array}{ll}63216 & 09 / 03 / 18 \\ 63217 & 09 / 03 / 18 \\ 63218 & 09 / 03 / 18\end{array}$

## Attachment A




INC.
SANTA CRUZ ELECTRONICS, INC. SANTA CRUZ RECORDS MNGMT
SJB GLOBALNET, INC.
SOQUEL III ASSOCIATES STATE ELECTRIC GENERATOR




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10-02A. 4

## Attachment A



| $\begin{aligned} & 63235 \\ & 63236 \end{aligned}$ | $\begin{aligned} & 09 / 03 / 18 \\ & 09 / 03 / 18 \end{aligned}$ | $\begin{aligned} & 632.18 \\ & 165.88 \end{aligned}$ | $\begin{aligned} & 003037 \\ & 007 \end{aligned}$ | TYCO FIRE \& SECURITY MGMT INC UNITED PARCEL SERVICE |
| :---: | :---: | :---: | :---: | :---: |
| 63237 | 09/03/18 | 14,853.84 | 002829 | VALLEY POWER SYSTEMS, INC. |
| 63238 | 09/03/18 | 912.24 | 434 | VERIZON WIRELESS |
| 63239 | 09/03/18 | 9,757.41 | 001043 | VISION SERVICE PLAN |
| 63240 | 09/03/18 | 300.00 | 001165 | VU, THANH DR. MD |
| 63241 | 09/03/18 | 209.84 | 147 | ZEE MEDICAL SERVICE CO. |
| 63242 | 09/10/18 | 136.80 | 003151 | ABC BUS INC |
| 63243 | 09/10/18 | 3,804.69 | 001D | AT\&T |
| 63244 | 09/10/18 | 1,690. 39 | 130 | CITY OF WATSONVILLE UTILITIES |
| 63245 | 09/10/18 | 15,310.32 | 001124 | CLEAN ENERGY |
| 63246 | 09/10/18 | 1,995.37 | 003116 | CUMMINS PACIFIC LLP |
| 63247 | 09/10/18 | 1,784.94 | 432 | EXPRESS SERVICES INC. |
| 63248 | 09/10/18 | 283.82 | 001302 | GARDA CL WEST, INC |
| 63249 | 09/10/18 | 13,603.66 | 001745 | HARTFORD LIFE AND ACCIDENT INS |
| 63250 | 09/10/18 | 55, 063.50 | 003351 | MARSH USA INC |
| 63251 | 09/10/18 | 122.08 | 003326 | NIDAL HALABI \& NADA ALGHARIB |
| 63252 | 09/10/18 | 16.01 | 009 | PACIFIC GAS \& ELECTRIC |
| 63253 | 09/10/18 | 610.40 | 882 | PRINT SHOP SANTA CRUZ |
| 63254 | 09/10/18 | 3,034.86 | 001379 | SAFETY-KLEEN INC |

## Attachment A

| DATE 10/02/18 08:38 |  | SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE |  |  |  |  |  |  | PAGE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  | DATE: | 09/01/18 THRU | 09/30/18 |
| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR VEN NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
| 63255 | 09/10/18 | 142.44 | 135 | SANTA CRUZ AUTO PARTS, INC. |  | $\begin{aligned} & 88713 \\ & 88714 \\ & 88715 \end{aligned}$ | INVENTORY ORDER INVENTORY ORDER INVENTORY ORDER | $\begin{aligned} & 32.20 \\ & 40.77 \\ & 69.47 \end{aligned}$ |  |
| 63256 | 09/10/18 | 10,770. 23 | 079 | SANTA CRUZ MUNICIPAL UTILITIES |  | 88718 | 7/7-8/7 1200 RIVER A | 395.09 |  |
|  |  |  |  |  |  | 88719 | 7/7-8/7 1200 RIVER | 239.70 |  |
|  |  |  |  |  |  | 88720 | 7/7-8/7 GOLF IRRIG | 23.51 |  |
|  |  |  |  |  |  | 88721 | 7/7-8/7 PACIFIC | 55.30 |  |
|  |  |  |  |  |  | 88722 | 7/7-8/7 PACIFIC | 3,972.55 |  |
|  |  |  |  |  |  | 88723 | 7/7-8/7 OCEAN BUS ST | 1,050.60 |  |
|  |  |  |  |  |  | 88724 | 7/7-8/7 1200 RIV B | 3,087.47 |  |
|  |  |  |  |  |  | 88725 | 7/7-8/7 GOLF CLUB | 1,417.12 |  |
|  |  |  |  |  |  | 88726 | 7/7-8/7 VERNON | 516.49 |  |
|  |  |  |  |  |  | 88727 | 7/7-8/7 VERNON IRRI | 12.40 |  |
| 63257 | 09/10/18 | 40.00 | 001292 | SANTA CRUZ RECORDS MNGMT INC |  | 88741 | AUG 18 SHREDDING | 40.00 |  |
| 63258 | 09/10/18 | 54, 687.36 | 003374 | TECHNOLOGY INTERNATIONAL INC |  | 88746 | NEW VEH \#1801 TUG | 54,687.36 |  |
| 63259 | 09/10/18 | 3,200. 00 | 002543 | TRI COUNTY INSULATION |  | 88743 | CALL CENTER REMODEL | 3,200. 00 |  |
| 63260 | 09/10/18 | 36.31 | 007 | UNITED PARCEL SERVICE |  | 88747 | FREIGHT | 36.31 |  |
| 63261 | 09/12/18 | 307.64 | 003151 | ABC BUS INC |  | 88775 | INVENTORY ORDER | 307.64 |  |
| 63262 | 09/12/18 | 210.00 | 382 | AIRTEC SERVICE INC. |  | 88781 | A/C INSPECTION | 210.00 |  |
| 63263 | 09/12/18 | 171.32 | 001D | AT\&T |  | 88769 | 7/19-8/18 ELEVATOR | 171.32 |  |
| 63264 | 09/12/18 | 997.22 | 003105 | AT\&T MOBILITY |  | 88750 | 7/24-8/23 WIFI BUSES | 997.22 |  |
| 63265 | 09/12/18 | 17,783.45 | 588 | CALTIP |  | 88798 | AUG 18 CODE=5100 | 17,783.45 |  |
| 63266 | 09/12/18 | 10,500.00 | 001324 | CAPITALEDGE ADVOCACY, INC. |  | 88763 | AUG 18 LEGISLATE SVC | 5,250.00 |  |
|  |  | 3, 000 , 00 |  |  |  | 88764 | SEPT 18 LEGISLATE SV | 5,250.00 |  |
| 63268 | 09/12/18 | 6,473.55 | 909 | CLASSIC GRAPHICS |  | 888799 | REPAINT VEH \#2235 | 3,000.00 |  |
| 63269 | 09/12/18 | 14,392.73 | 001124 | CLEAN ENERGY |  | 88804 | LNG 8/13/18 | 8,456.95 |  |
|  |  |  |  |  |  | 88805 | LNG 8/9/18 | 5,935.78 |  |
| 63270 | 09/12/18 | 448.40 | E957 | CLIFFORD, ALEX |  | 88766 | MEETING REIMBURSEMEN | 448.40 |  |
| 63271 | 09/12/18 | 2, 005.40 | 003403 | COAST TO COAST DATA SEARCH |  | 88806 | SURVEILLANCE | 2,005.40 |  |
| 63272 | 09/12/18 | 4,680.81 | 003116 | CUMMINS PACIFIC LLP |  | 88773 | INVENTORY ORDER | 622.80 |  |
|  |  |  |  |  |  | 88774 | INVENTORY ORDER | 135.04 |  |
|  |  |  |  |  |  | 88779 | RPR VEH \#1201 | 2,908. 23 |  |
|  |  |  |  |  |  | 88783 | RPR VEH \#1209 | 1,014.74 |  |
| 63273 | 09/12/18 | 2, 050.75 | 003274 | EAST BAY TIRE CO. |  | 88754 | TIRES | 1,017.15 |  |
| 63274 | 09/12/18 | 43,399.34 | 647 | GENFARE A DIV OF SPX CORP |  | 88784 88759 | TIRES INVENTORY ORDER | $1,033.60$ 412.28 |  |
|  |  |  |  |  |  | 88760 | INVENTORY ORDER | 110.61 |  |
|  |  |  |  |  |  | 88761 | INVENTORY ORDER | 39.45 |  |
|  |  |  |  |  |  | 88811 | TVM PIN PADS | 42,837.00 |  |
| 63275 | 09/12/18 | 149.43 | 282 | GRAINGER |  | 88795 | INVENTORY ORDER | 53.30 |  |
| 63276 | 09/12/18 | 98.84 |  |  |  | 88796 88776 | INVENTORY ORDER INVENTORY ORDER | 96.13 22.24 |  |
|  |  |  |  |  |  | 88777 | RPR VEH \#1210 | 76.60 |  |
| 63277 | 09/12/18 | 771.51 | 003327 | IO, RODNEY H |  | 88778 | RPR VEH \#1120 PC | 771.51 |  |
| 63278 | 09/12/18 | 43.06 | 003223 | JASPER WELLER LLC |  | 88751 | INVENTORY ORDER | 8,723.06 |  |

## Attachment A

DATE 10/02/18 08:38

63279 09/12/18




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## Attachment A



## Attachment A

| DATE 10/02/18 08:38 |  | SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE |  |  |  |  |  |  | PAGE 9 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  | DATE: | 09/01/18 THRU | 09/30/18 |
| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR VE NAME | $\begin{aligned} & \text { VENDOR } \\ & \text { TYPP } \end{aligned}$ | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|  |  |  |  |  |  | 88951 | INVENTORY ORDER | 30.63 |  |
|  |  |  |  |  |  | 88967 | INVENTORY ORDER | 44.34 |  |
|  |  |  |  |  |  | 88968 | INVENTORY ORDER | 33.88 |  |
|  |  |  |  |  |  | 88969 | INVENTORY ORDER | 16.93 |  |
|  |  |  |  |  |  | 88970 | RPR VENT RESTROOM OVERHEAD DUSTER | 723.66 116.18 |  |
|  |  |  |  |  |  | 88973 | CUSTODIAL SUPPLIES | 21.86 |  |
|  |  |  |  |  |  | 88974 | TOOL | 46.98 |  |
| 63330 | 09/24/18 | 1,189.90 | 001097 | GREENWASTE RECOVERY, INC. |  | 88903 | AUG 18 FREED-BOWKER | 51.88 |  |
|  |  |  |  |  |  | 88904 | AUG 18 WASTE FREEDOM | 51.88 |  |
|  |  |  |  |  |  | 88906 | AUG 18 WASTE SVTC | 278.49 |  |
|  |  |  |  |  |  | 88907 | AUG18 WASTE GVLY-CAR | 51.88 |  |
|  |  |  |  |  |  | 88908 | AUG18 WASTE BLO HWY9 | 51.88 |  |
|  |  |  |  |  |  | 88909 | AUG 18 WASTE BBASIN | 51.88 |  |
|  |  |  |  |  |  | 88910 | AUG 18 WASTE AIR/FRE | 51.88 |  |
|  |  |  |  |  |  | 88911 | AUG 18 WASTE HWY9 BC | 155.64 |  |
|  |  |  |  |  |  | 88912 | AUG 18 WASTE SVT | 21.72 |  |
|  |  |  |  |  |  | 88913 | AUG 18 WASTE SOQ-COT | 51.88 51.88 |  |
|  |  |  |  |  |  | 88987 | AUG 18 WASTE PARACRU | 51.88 319.01 |  |
| 63331 | 09/24/18 | 38,536.41 | 003109 | HANSON BRIDGETT LLP |  | 88888 | AUG 18 RETIANER | 24,000.00 |  |
|  |  |  |  |  |  | 88889 | M\# 032117.003001 | 1,078.00 |  |
|  |  |  |  |  |  | 88890 | M\# 032117.006001 | 1,853.50 |  |
|  |  |  |  |  |  | 88891 | M\# 032117.006004 | 1,023.00 |  |
|  |  |  |  |  |  | 88892 | M\# 032117.006008 | 6,335.50 |  |
|  |  |  |  |  |  | 88893 | M\# 032117.006010 | 3,707.41 |  |
| 63332 | 09/24/18 | 554.48 | 166 | HOSE SHOP, THE INC |  | 888925 | M\# RPR VEH \#2217 | 539.00 516.34 |  |
|  |  |  |  |  |  | 88932 | PRESSURE WASHER | 22.51 |  |
|  |  |  |  |  |  | 88950 | INVENTORY ORDER | 15.63 |  |
| 63334 | 09/24/18 | 45.00 | E941 | KEARNEY, ANDREW |  | 88988 | DMV REIMBURSEMENT | 45.00 |  |
|  | 09/24/18 | 1,135.81 | 1117 | KELLEY'S SERVICE INC. |  | 88952 | INVENTORY ORDER | 443.90 |  |
|  |  |  |  |  |  | 88953 | CREDIT <br> INVENTORY ORDER | -16.35 30.65 |  |
|  |  |  |  |  |  | 88975 | INVENTORY ORDER | 1,213.17 |  |
|  |  |  |  |  |  | 88976 | CREDIT | -784.80 |  |
|  |  |  |  |  |  | 88979 | INVENTORY ORDER | 138.21 |  |
|  |  |  |  |  |  | 88980 | CREDIT | -39.76 |  |
|  |  |  |  |  |  | 88981 | RPR VEH \#1123 PC | 150.79 |  |
| 63335 | 09/24/18 | 340.00 | 852 | LAW OFFICES OF MARIE F. SANG | 7 | 88883 | CL\# 1999103213 | 340.00 |  |
| 63336 | 09/24/18 | 691.26 | 003367 | MADICO INC |  | 88887 | INVENTORY ORDER | 691.26 |  |
| 63337 | 09/24/18 | 175.00 | 003249 | MAXIMUM OIL SERVICE LLC |  | 88963 | WASTE OIL | 175.00 |  |
| 63338 | 09/24/18 | 1,249.00 | 406 | MESITI-MILLER ENGINEERING, INC | 0 | 88990 | PIPE PROTECTION OPS | 412.50 |  |
| 63339 | 09/24/18 | 2,066.00 | 003273 | MGP XI REIT LLC |  | 88991 | 8/25 MECH PLATFORM OCT 18 RENT | 836.50 $2,066.00$ |  |
| 63340 | 09/24/18 | 1,402.61 | 001052 | MID VALLEY SUPPLY INC. |  | 88965 | CUSTODIAL SUPPLIES | 1,402.61 |  |

## Attachment A

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## MILLER MAXFIELD INC

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##  <br> 245.47041 <br> 85.37001178 $400.00 \quad 003061$ <br> $\begin{array}{rr}86.79 & 004 \\ 25,892.22009\end{array}$

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REPUBLIC ELEVATOR COMPANY INC
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SANTA CRUZ AUTO PARTS，INC．


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PIED PIPER EXTERMINATORS，INC．

## Attachment A

DATE 10/02/18 08:38

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 63357 | 09/24/18 | 16,288.68 | 001075 | SOQUEL III ASSOCIATES | 7 | 88845 | OCT 18 RENT | 16,288.68 |  |
| 63358 | 09/24/18 | 3,623.30 | 001232 | SPECIALIZED AUTO AND |  | 88850 | RPR VEH \#503 | 3,623.30 |  |
| 63359 | 09/24/18 | 475.55 | 001976 | SPORTWORKS NORTHWEST, INC. |  | 88949 | INVENTORY ORDER | 475.55 |  |
| 63360 | 09/24/18 | 38,456.00 | 002137 | TERRY W BOYD |  | 88902 | OPS PIPE PROTECTION | 38,456.00 |  |
| 63361 | 09/24/18 | 465.76 | 001800 | THERMO KING OF SALINAS, INC |  | 88813 | INVENTORY ORDER | 465.76 |  |
| 63362 | 09/24/18 | 2,272.26 | 003285 | TRANSIT HOLDINGS INC |  | 88842 | CREDIT | -34.75 |  |
|  |  |  |  |  |  | 88959 | INVENTORY ORDER | 526.12 |  |
|  |  |  |  |  |  | 88960 | INVENTORY ORDER | 1,666.29 |  |
|  |  |  |  |  |  | 88978 | INVENTORY ORDER | 114.60 |  |
| 63363 | 09/24/18 | 135.00 | 001190 | TRANSIT TALENT.COM LLC | 7 | 88882 | JOB PLACEMENT AD | 135.00 |  |
| 63364 | 09/24/18 | 5,912.22 | 057 | U.S. BANK |  | 88905 | ****_****-****-5056 | 5,912.22 |  |
| 63365 | 09/24/18 | 53.09 | 007 | UNITED PARCEL SERVICE |  | 88828 | FREIGHT | 53.09 |  |
| 63366 | 09/24/18 | 6,552.05 | 002829 | VALLEY POWER SYSTEMS, INC. |  | 88936 | INVENTORY ORDER | 512.42 |  |
|  |  |  |  |  |  | 88937 | INVENTORY ORDER | 2,006.41 |  |
|  |  |  |  |  |  | 88938 | INVENTORY ORDER | 4,033.22 |  |
| 63367 | 09/24/18 | 529.35 | 434 | VERIZON WIRELESS | 0 | 88844 | 8/2-9/1 TELECOMM PC | 308.88 |  |
|  |  |  |  |  |  | 88915 | 8/2-9/1 PUSH2TALK | 220.47 |  |
| 63368 | 09/24/18 | 280.00 | T325 | WALSH, CAROLYN |  | 88833 | 56@ \$2/EA 42@ \$4/EA | 280.00 |  |
| 63369 | 09/24/18 | 275.00 | 003316 | WATER TECH SPECIALTIES INC |  | 88854 | AUG 18 CHEM TESTING | 275.00 |  |
| 63370 | 09/24/18 | 4,513.45 | 186 | WILSON, GEORGE H., INC. |  | 88931 | BACKFLOW REPLACEMENT | 4,513.45 |  |
| 63371 | 09/24/18 | 316.82 | 002291 | WINCHESTER AUTO |  | 88955 | INVENTORY ORDER | 316.82 |  |
| 63372 | 09/24/18 | 24.00 | 003290 | WORKFORCEQA LLC |  | 88878 | DOT DRUG TESTING | 24.00 |  |
| 63373 | 09/24/18 | 1,738.75 | 915 | WORKIN.COM, INC. |  | 88940 | JOB PLACEMENT AD | 297.30 |  |
|  |  |  |  |  |  | 88941 | JOB PLACEMENT AD | 1,129.20 |  |
|  |  |  |  |  |  | 88942 | JOB PLACEMENT AD | 312.25 |  |
| 63374 | 09/24/18 | 44.62 | 147 | ZEE MEDICAL SERVICE CO. |  | 88827 | FIRST AID SUPPLIES | 44.62 |  |
| 63375 | M09/26/18 | 473.89 | 788 | SCMTD PETTY CASH - FINANCE REPLENISHMENT |  | 89045 | REPLENISHMENT | 473.89 | MANUAL |
| TOTAL |  | 1,220,612.49 |  | ACCOUNTS PAYABLE |  |  | TOTAL CHECKS 218 | 1,220,612.49 |  |

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TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager
SUBJECT: ACCEPT AND FILE MINUTES FROM THE SEPTEMBER 28, 2018 BOARD OF DIRECTORS MEETING, OCTOBER 12, 2018 PERSONNELIHR STANDING COMMITTEE MEETING AND OCTOBER 17, 2018 SPECIAL BOARD OF DIRECTORS MEETING

## I. RECOMMENDED ACTION

That the Board of Directors Accept and File the Minutes of the September 28, 2018 Board of Directors Meeting, October 12, 2018 Personnel/HR Standing Committee Meeting and the October 17, 2018 Special Board of Directors Meeting
II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Regular Meeting of September 28, 2018, the Personnel/HR Standing Committee Meeting of October 12 and the Special Board Meeting of October 17, 2018.
- Each meeting staff will provide minutes from the previous METRO Board of Directors meetings.


## III. DISCUSSION/BACKGROUND

The Board requested that staff include, in the Board Packet, minutes from previous METRO Board of Directors meetings. Staff is enclosing the minutes from these meetings.

## IV. FINANCIAL CONSIDERATIONS/IMPACT

None.

## V. ALTERNATIVES CONSIDERED

None.

## VI. ATTACHMENTS

Attachment A: Draft minutes for the Board of Directors Regular Meeting of September 28, 2018

# Attachment B: Draft minutes for the Board of Directors Personnel/HR Standing Committee Meeting of October 12, 2018 <br> Attachment C: Draft minutes for the Board of Directors Special Meeting of October 17, 2018 

Prepared by: Donna Bauer, Administrative Assistant Gina Pye, Executive Assistant

October 26, 2018
Page 3 of 3

## VII. APPROVALS

Alex Clifford, CEO/General Manager


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## Attachment A



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA MEETING MINUTES* <br> SEPTEMBER 28, 2018 - 9:00 AM <br> SANTA CRUZ CITY COUNCIL CHAMBERS <br> 809 CENTER STREET SANTA CRUZ, CA 95060 

A regular meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, September 28, 2018 at the Santa Cruz City Council 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. *Minutes are "summary" minutes, not verbatim minutes. Audio recordings of Board meeting open sessions are available to the public upon request.
This document has been created with accessibility in mind. With the exception of certain 3rd party and other attachments, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to accessibility@scmtd.com

## SECTION I: OPEN SESSION

## CALL TO ORDER at 9:04 AM by Chair McPherson.

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

Director Ed Bottorff Director Cynthia Chase<br>Director Trina Coffman-Gomez<br>Director Jimmy Dutra<br>Director Norm Hagen<br>Director John Leopold<br>Director Donna Lind<br>Director Cynthia Mathews<br>Ex-Officio Director Zach McDaniel<br>Director Bruce McPherson<br>Director Dan Rothwell<br>Director Mike Rotkin<br>Ex-Officio Director Davon Thomas

City of Capitola<br>City of Santa Cruz<br>City of Watsonville<br>City of Watsonville<br>County of Santa Cruz Arrived 9:14A<br>County of Santa Cruz<br>City of Scotts Valley<br>City of Santa Cruz<br>Cabrillo College<br>County of Santa Cruz<br>County of Santa Cruz Arrived 9:09A<br>County of Santa Cruz<br>UCSC

Ex-Officio Directors McDaniel and Thomas were absent.

STAFF PRESENT:

Alex Clifford
Shayna van Hoften, Esq. for Julie Sherman

METRO CEO/General Manager
METRO General Counsel

# Attachment A 

# METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE: 

Heather Adamson, AMBAG Daniel Zaragoza, SCMTD
Dan Stevenson, SMART 23

## ANNOUNCEMENTS

Chair McPherson introduced Carlos Landaverry for his Spanish Language interpretation services. Mr. Landaverry announced his services in Spanish for the assembly. Chair McPherson also announced that the meeting is being televised by Community Television of Santa Cruz County with technician, Mr. Lynn Dunton.

## BOARD OF DIRECTORS COMMENTS

Hearing none, Chair McPherson moved to the next agenda item.
Directors Mathews and Leopold spoke about the recent No on Prop 6 press conference they and several other Directors and County Board Supervisors attended.

Chair McPherson has also been attending various community group meetings. He reminded the assembly that the passing of Prop 6 would result in approximately $\$ 2.5 \mathrm{M}$ loss for METRO as well as another \$15M county-wide.

Several Directors echoed the concerns of the very real financial impact.
ORAL AND WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS
Hearing none, Chair McPherson moved to the next agenda item.

## WRITTEN COMMUNICATIONS FROM MAC

Chair McPherson acknowledged the letter received from MAC Chair Pisano

## LABOR ORGANIZATION COMMUNICATIONS

Hearing none, Chair McPherson moved to the next item.
ADDITIONAL DOCUMENTATION - distributed and available at the back of the room

- Due to a printer malfunction, some board packets were distributed with missing pages. Pages 9-05 through 9-06 have been redistributed and are available at the back of the room.
- September 6 - December 12, 2018 Headways Edition
- Transit Talent Article regarding METRO's CEO, Alex Clifford
- Letter to CARB from Santa Cruz METRO
- News Clips


## CONSENT AGENDA

9-02 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF AUGUST 2018

9-03 ACCEPT AND FILE: MINUTES OF THE AUGUST 24, 2018 BOARD OF DIRECTORS MEETING

9-04 ACCEPT AND FILE: MINUTES OF THE AUGUST 15, 2018 METRO ADVISORY COMMITTEE (MAC) MEETING

9-05 ACCEPT AND FILE: QUARTERLY PROCUREMENT REPORT FOR $2^{\text {ND }}$ QUARTER OF FY19
9-06 ACCEPT AND FILE: METRO PROJECT CLOSEOUT: ONBOARD BUS AND PARATRANSIT VEHICLE SECURITY SURVEILLANCE SYSTEM

9-07 APPROVE: CONCUR IN THE APPOINTMENT OF ED BOTTORFF, BOARD VICE CHAIR, AS DIRECTOR CHASE'S REPLACEMENT ON SANTA CRUZ METRO BOARD PERSONNEL/HR STANDING COMMITTEE

9-08 ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF JUNE 2018

Agenda Item 9-08 was pulled from Consent to be included in Agenda Item 12, CEO Comments.
There was no public comment.
ACTION: MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED
MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR DUTRA
MOTION PASSED WITH 11 AYES (Directors Bottorff, Chase, Coffman-Gomez, Dutra, Hagen, Leopold, Lind, Mathews, McPherson, Rotkin and Rothwell).

## REGULAR AGENDA

10. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS FOR BRIAN LAM, FACILITIES MAINTENANCE WORKER II (10 years), DAN STEVENSON, BUS OPERATOR (20 years) AND ANGEL J. VALDEZ, BUS OPERATOR (30 years) Chair McPherson announced and congratulated Messrs. Lam and Valdez in absentia. Mr. Stevenson spoke briefly of his 20 years as a Bus Operator with METRO.
11. PRESENTATION OF EMPLOYEE RETIREMENT RESOLUTIONS FOR LETICIA CALLEJAS, BUS OPERATOR (18 years) AND ELLYN PETERSON, BENEFITS ADMINISTRATOR (14 years)
Bruce McPherson, Board Chair, thanked everyone for their years of service in absentia.
ACTION: MOTION TO APPROVE THE RETIREMENT RESOLUTIONS FOR LETICIA CALLEJAS, BUS OPERATOR (18 years) AND ELLYN PETERSON, BENEFITS ADMINISTRATOR (14 years) AS PRESENTED

## MOTION: DIRECTOR BOTTORFF SECOND: DIRECTOR ROTKIN

MOTION PASSED WITH 11 AYES (Directors Bottorff, Chase, Coffman-Gomez, Dutra, Hagen, Leopold, Lind, Mathews, McPherson, Rotkin and Rothwell).

## 12. CEO ORAL REPORT

Alex Clifford, CEO/General Manager, provided an oral update of various subjects:
Referring to the attached CARB letter distributed at today's meeting: The letter reflecting METRO's position will be presented at the upcoming CARB public hearing. We anticipate the regulation to be finalized after the first of the calendar year. Though battery technology continues to evolve, it likely cannot meet METRO's needs at this time, and METRO will struggle to meet the 2040 electric mandate. We cannot afford to make any mistakes in METRO's

## Attachment A

Board of Directors Meeting Minutes
September 28, 2018
Page 4 of 7
transition to all all-electric fleet. Discussion among the board members and CEO Clifford revolved around support and incentivizing the bus manufacturers to continue to innovate.

CEO Clifford invited any interested board members to contact him if they are interested in attending the APTA Transit Board Members Governance workshop in Washington, DC, the week after Thanksgiving. Director Dutra voiced his support and indicated he'd like to attend.

A class of six Fixed Route Bus Operators begins on October $9^{\text {th }}$. We need more. METRO has a tough time recruiting for employees; e.g., qualified Vehicle Service Workers, Mechanics, Operators.

Several suggestions regarding recruitment were proposed by various attending Directors which CEO Clifford said he would share with the HR department.

Last year, METRO received approximately $\$ 2 \mathrm{M}$ from a bus and bus facilities grant. He recently learned, from the FTA Acting Administrator, that the chances of receiving a grant two years in a row are slim due to over-subscription. She also said that unlike previous years, when the FTA wanted all grant-funded projects to be scalable, the FTA now looks for grantees to request the minimum level of funding they are willing to receive.

Director Dutra asked if we'd had any luck with converting the existing grant award for the over-the-road coaches.

CEO Clifford responded yes; we have a verbal agreement that the FTA will accept our plan to keep the funds and restrict the drawdowns to build the bus yard infrastructure initially. The we can buy more buses when they are capable of meeting our requirements. We expect that the $\$ 3.8 \mathrm{M}$ will remain available for METRO's use in buying battery electric buses.

There have been no new hires or promotions since the last meeting.
There was no public comment.
12.01 Consent Agenda Item 9-08 pulled from Consent.

CEO Clifford brought the assembly's attention to pages 9-08.10-11 to celebrate the fully funded reserve buckets, some of which will be used to future grant matches. He also thanked the finance team for their efforts and accomplishments. Director Leopold echoed CEO Clifford's comments noting it is because of staff work, public support, Cabrillo College and UCSC's support, and the passage of Measure D and SB 1, that METRO is now in a place where we were able to strengthen the financial foundation of METRO.

Chair McPherson cautioned this could change very quickly if Prop 6 passes.
There was no public comment.

## ACTION: MOTION TO ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF JUNE 2018AS PRESENTED

MOTION: DIRECTOR LEOPOLD

## SECOND: DIRECTOR COFFMAN-GOMEZ

MOTION PASSED WITH 11 AYES (Directors Bottorff, Chase, Coffman-Gomez, Dutra, Hagen, Leopold, Lind, Mathews, McPherson, Rotkin and Rothwell).

## Attachment A

## 13. ORAL UPDATE ON EDUCATING THE PUBLIC ABOUT THE BENEFITS OF SENATE

 BILL 1CEO Clifford, spoke to the topic in Mr. Emerson's absence, noting that METRO stands to lose $\$ 2.4 \mathrm{M}$ - $\$ 3 \mathrm{M}$ annually if Prop 6 is successful and would result in tough decisions which will impact service to the transit dependent. He also noted the educational material about SB 1 in the latest Headways.

Director Rotkin noted that METRO has recently been required to provide a 70\% match to get federal grants. At one time, the government used to fund $80 \%$ of new buses. How will this affect METRO's future purchases? CEO Clifford replied that METRO does not have financial resources equivalent to large properties, so the effect of losing SB 1 funds would be especially significant for METRO.

Public comment:
Eduardo Montesino, said METRO needs to do more to promote improvements achieved through SB1 funds; e.g., the stickers on the bus are too small.

## 14. APPROVE: LONG RANGE BUS REPLACEMENT PLAN

In Mr. Emerson's absence, Ciro Aguirre, COO, spoke to the strategic approach METRO is taking to aid our aging fleet and referred the assembly to page 14A.1. He also explained the delicate balance between refurbishment and replacement, subject to financial capabilities.

Discussion among Directors, staff and CEO Clifford regarding the various technologies, purchasing versus leasing strategies, etc.

COO Aguirre informed the assembly that training is included in the price of equipment purchase. Erron Alvey, Purchasing and Special Projects Director, noted that training is also included in the grant amounts.

Public comment:
Mr. Montesino requested money be invested in mechanic training across all bus types.
ACTION: MOTION TO REFER THE LONG RANGE BUS REPLACEMENT PLAN TO THE CAPITAL PROJECTS STANDING COMMITTEE FOR FURTHER CONSIDERATION AND DEVELOPMENT

## MOTION: DIRECTOR DUTRA

SECOND: DIRECTOR ROTHWELL

MOTION PASSED WITH 11 AYES (Directors Bottorff, Chase, Coffman-Gomez, Dutra, Hagen, Leopold, Lind, Mathews, McPherson, Rotkin and Rothwell).

15. APPROVE: ADOPTION OF (1) A REVISED POLICY REGARDING THE USE OF FIXED ROUTE SERVICES AND TRANSIT FACILITIES, INCLUDING PASSENGER CODE OF CONDUCT AND SERVICE SUSPENSION/EXCLUSION AND (2) A REVISED PASSENGER CODE OF CONDUCT AND SERVICE SUSPENSION I EXCLUSION POLICY FOR PARACRUZ
CEO Clifford provided background to the staff report, adding this Admin Code is a "living document" to accurately reflect legal requirements, etc.
Director Mathews suggested a grammatical correction (to change "laying" to "lying") on page 15AB3 of the redline version.

There was no public comment.

ACTION: MOTION TO APPROVE ADOPTION OF (1) A REVISED POLICY REGARDING THE USE OF FIXED ROUTE SERVICES AND TRANSIT FACILITIES, INCLUDING PASSENGER CODE OF CONDUCT AND SERVICE SUSPENSION/EXCLUSION AND (2) A REVISED PASSENGER CODE OF CONDUCT AND SERVICE SUSPENSION / EXCLUSION POLICY FOR PARACRUZ, AS CORRECTED

## MOTION: DIRECTOR ROTKIN

SECOND: DIRECTOR DUTRA
MOTION PASSED WITH 11 AYES (Directors Bottorff, Chase, Coffman-Gomez, Dutra, Hagen, Leopold, Lind, Mathews, McPherson, Rotkin and Rothwell).
16. APPROVE: CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR AN ELECTRONIC FARE PAYMENT PILOT PROJECT FOR THE HIGHWAY 17 EXPRESS SERVICE
Pete Rasmussen, Transportation Planner, provided background to the staff report.
Some of the suggestions presented by Directors included:

- Give some weight to coordination with the fare payment systems of neighboring transit operators;
- Use technology verify whether a mobile ticket is valid, removing the responsibility for making judgment calls from the Operator and permitting quicker boarding.

Questions arose regarding overnight parking in the park and ride lots. CEO Clifford said this will be addressed at the October board meeting with a proposed parking ordinance.

There was no public comment.
ACTION: MOTION TO APPROVE ISSUING A FORMAL REQUEST FOR PROPOSALS FOR AN ELECTRONIC FARE PAYMENT PILOT PROJECT FOR THE HIGHWAY 17 EXPRESS SERVICE, TAKING THE BOARD COMMENTS INTO CONSIDERATION

MOTION: DIRECTOR MATHEWS SECOND: DIRECTOR HAGEN
MOTION PASSED WITH 11 AYES (Directors Bottorff, Chase, Coffman-Gomez, Dutra, Hagen, Leopold, Lind, Mathews, McPherson, Rotkin and Rothwell).
17. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Attorney Shayna van Hoften announced the item to be discussed in closed session below. She did not anticipate any action from the closed session.

Public comment:
Mr. Montesino, representing the Bus Operators, requested increased respect during the negotiation process.

## Attachment A

Board of Directors Meeting Minutes
September 28, 2018
Page 7 of 7

## 18 RECESS TO CLOSED SESSION

## SECTION II: CLOSED SESSION

## CONFERENCE WITH LABOR NEGOTIATORS (GOVERNMENT CODE SECTION 54957.6)

Agency Negotiators:

Employee Organization:

Alex Clifford, CEO/General Manager Julie Sherman, General Counsel
UTU, Local 23

## SECTION III: RECONVENE TO OPEN SESSION

## 19 REPORT OF CLOSED SESSION ITEMS

Attorney Shayna van Hoften announced there were no reportable actions from the closed session.

Chair McPherson announced the next meeting: Friday, October 26, 2018 at 9:00AM at the Capitola City Chambers, 420 Capitola Avenue, Capitola, CA. and adjourned the meeting at 11:18AM.

Respectfully submitted,
Gina Pye
Executive Assistant

September 28, 2018
California Air Resources Board, Members
1001 I Street, Suite
Sacramento, CA 95814

On behalf of Santa Cruz Metropolitan Transit District (Metro) I would like to thank the Board and staff for the opportunity to participate in the development of the new zero emissions bus Regulation. I would like to also thank Mr. Kitowski and his staff for changes made to the draft ICT that have been developed as a result of numerous meetings with the California Transit Association and its members.

I personally have participated in numerous in-person and conference call meetings with the CTA and Mr . Kitowski and his staff over the past ten months. I have also uploaded my comments to CARB on the draft ICT and the revised draft ICT at least twice over this same period of time. It is safe to say that I have been interested and actively engaged in this process and have endeavored to support a process that would hopefully lead to a well written Regulation.

Let me be clear....Santa Cruz Metro is committed to zero emission buses and supports the Governor and CARB's goal of achieving zero emission bus fleets by 2040. To that end, in 2016 and 2017 Santa Cruz Metro obtained a federal LoNo grant for $\$ 3.8$ million to purchase three zero emission electric buses and cobbled together several grants to purchase four additional zero emission electric buses. Additionally, in May 2017, seven months prior to the release of the draft ICT, the Santa Cruz Metro Board adopted a goal for a fully zero emission bus fleet by 2040. Of course this goal is heavily influenced by Metro's ability to identify funding sources for the significantly higher cost electric buses and the need for the electric bus manufacturers to develop buses with an end of life range of at least 300 miles on a single overnight charge.

I won't waste your time restating the comments I provided you in my recent letter dated September 20, 2018. I will simply encourage you to spend quality time reviewing and discussing Santa Cruz Metro's concerns relative to the classification of large versus small transit properties; excluded buses; availability of HVIP dollars; and the need for the final Regulation to include a mandatory provision that the Board create a point in time in which electric bus data is collected; reviewed and benchmarked; and in which evaluates zero emission buses against conventional buses relative to cost and performance measures, including, most importantly, the industry's progression towards increasing bus end of life range.

In closing, please remember...this is an unfunded mandate that will require significant public resources to fund this new and evolving technology. Costly mistakes will impact the poorest of the poor - the transit dependent - in the way of service reductions and poor performing equipment. Let us all share in the goal of getting this right.

Respectfully,
Alex Clifford, CEO
Santa Cruz Metropolitan Transportation District

# Attachment B 



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) PERSONNEL/HUMAN RESOURCES STANDING COMMITTEE AGENDA MEETING MINUTES*<br>OCTOBER 12, 2018 - 10:30 AM<br>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 Office at 110 Vernon Street, Santa Cruz, California. *Minutes are "summary" minutes, not verbatim minutes. Audio recordings of Board meeting open sessions are available to the public upon request.

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COMMITTEE ROSTER

| Director Ed Bottorff, Board Vice Chair | City of Capitola |
| :--- | :--- |
| Director Jimmy Dutra, Immediate Past Board Chair | City of Watsonville |
| Director Norm Hagen | County of Santa Cruz |
| Director John Leopold | County of Santa Cruz |
| Director Bruce McPherson, Board Chair | County of Santa Cruz |
|  |  |
| Alex Clifford | METRO CEO/General Manager |
| Julie Sherman | METRO District Counsel |

CALL TO ORDER at 10:40 AM by Vice Chair Bottorff.
ROLL CALL: The following Directors were present, representing a quorum:

## Director Ed Bottorff <br> Director Jimmy Dutra <br> Director Norm Hagen

City of Capitola
City of Watsonville. AR 11:04 AM
County of Santa Cruz
County of Santa Cruz
Director Bruce McPherson was absent.
METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) THROUGH A SIGN IN SHEET OR VERBAL INTRODUCTION WERE:

Ciro Aguirre, METRO
Angela Aitken, METRO
Dawn Crummié, METRO
Joan Jeffries, SEIU

Debbie Kinslow, METRO
Kristina Mihaylova, METRO
Michael Rios, PSA
Shonoa Ruddick, METRO

## ADDITIONS OR DELETIONS FROM AGENDA/ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None

# ORAL AND OTHER COMMUNICATIONS TO THE PERSONNEL/HUMAN RESOURCES STANDING COMMITTEE 

## None

## CONSIDERATION OF THE FINAL CPS HR CONSULTING MANAGEMENT TOTAL COMPENSATION STUDY RESULTS

Alex Clifford, CEO/General Manager, gave a brief background on the Management Classification Study detailed in the October 12, 2018 staff report from its inception to present.

Jennifer Ramos, CPS Classification and Compensation Manager, spoke to the attached presentation and explained the history of the study, the methodology used in doing the rework, the results, trends being reflected and some of the decisions that METRO may consider for implementation. The market median was determined and then reviewed to see where the District aligns. CEO Clifford said it was what the Personnel/Human Resources Standing Committee (Committee) agreed to, but it also requested the 5\% above and below the median figures as well. Ms. Ramos reviewed the district-wide results for total compensation and base salary. The trend is telling us that Santa Cruz is lagging in the labor market in both total compensation and base salary.

CEO Clifford asked if three or five years is the standard for redoing these studies. Ms. Ramos replied that three years is the most common because that is usually the life of a contract and is best practice.

Joan Jeffries, SEIU President, inquired if the data from all ten labor market agencies in the staff report reflects the new information or the previous version? Ms. Ramos said that CPS went back and vetted new data from all ten agencies. However, based on an agreement that had been made, CPS chose to reflect seven agencies for the report. The appendix includes all received information to date. Ms. Ramos reiterated that the data captured in the original study has been reworked quite a bit so the past study is no longer reliable information. The current study is more accurate and we are moving forward from that point.

Angela Aitken, CFO, said the information in the staff report and the attachments was the best information we had at the time the agenda was posted. We were waiting for Santa Barbara and CPS was having difficulty getting information from them. It was received this morning and is reflected in the new spreadsheets being handed out. Ms. Aitken delved into the specifics of the data. With this new information from Santa Barbara, we anticipate lower numbers because Santa Barbara is a smaller agency. Her quick analysis indicates the cost to adopt the recommendations will be below the budgeted number included in the FY19 budget. Kristina Mihaylova, Senior Financial Analyst, will run that information with these new figures to get a more accurate cost. CEO Clifford clarified that METRO is focusing on total compensation.

Director Bottorff asked if compaction and differentials have been addressed and if these create any problems? Ms. Aitken said we need to review that with the new figures. Director Bottorff suggested using an organization chart and plotting these numbers so we can see how this plays out if we are going to implement this.

CEO Clifford reminded the Directors that METRO, because it is a smaller, matrix organization, should not run into compaction issues. Director Bottorff said he understood that but expressed concern that METRO may be creating a problem and that it would be nice to see the data laid out on an organization chart. Director Leopold suggested that in the analysis that comes to the Board, METRO look at all of these things and make sure there is no compaction. CEO Clifford said that will be double-checked.

Director Leopold suggested Director Bottorff's concern lies in the sense that if we did a Class and Comp Study on SEIU positions over time but haven't done the managers in a long time, there is a risk of compaction between the management staff and SEIU staff. CEO Clifford said it is a good point because what could happen is that we get through the SEIU process and recommendations are made that we like and now all of a sudden we have three positions where we elevated a represented employee to having a less than $5-10 \%$ difference between their unrepresented manager that creates compaction. We will come back to the Committee then to address those one-offs.

CEO Clifford said the managers will have an opportunity to discuss with CPS the logic used to achieve these results; and in some cases, may have valid arguments for changing these figures. If so, CPS could suggest a tweak to some numbers before the October 26, 2018 Board meeting. CEO Clifford requested authorization to continue the process between now and the Board meeting and make adjustments if needed. Director Leopold requested those differences be laid out in the October 26, 2018 Board report.

CEO Clifford elaborated on the pros and cons of creating a six-step range versus a pay-for-performance program. He recommended METRO begin with a six-step range, as it currently has, since it is a smaller organization. He requested the Board allow him to enact a six-step range process while allowing the Board the flexibility to implement a pay-for-performance program in the future should they so desire.

CEO Clifford explained the maximum the Board would adopt with this recommendation would be the maximum depicted in the report for each position. METRO would work backwards from the maximum in $5 \%$ increments to achieve the six steps. If the employee is currently at Step 3 , he/she would transition to Step 3 in the new scale.

Public Comment: None
MOTION TO FORWARD THESE RECOMMENDATIONS TO THE FULL BOARD AT THE OCTOBER 26, 2018 BOARD OF DIRECTORS MEETING; PROVIDE THE CEO DISCRETION TO MAKE MINOR MODIFICATIONS THAT MIGHT OCCUR BETWEEN NOW AND THE BOARD MEETING AS A RESULT OF MANAGER/CPS ONE-ON-ONES; AND, DELEGATE THE CEO TO ESTABLISH A SIX-STEP RANGE PROCESS.

MOTION: DIRECTOR LEOPOLD

SECOND: DIRECTOR DUTRA

## MOTION PASSED WITH 4 AYES (Directors Bottorff, Dutra, Hagen, and Leopold)

## Director McPherson was absent.

Meeting was adjourned at 11:39 AM by Director Bottorff.
Respectfully submitted by,
Donna Bauer
Administrative Assistant

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Attachment B


October 12, 2018
Presented by Jennifer Ramos, Classification and Compensation Manager
CPS HR CONSULTING ${ }^{\text {m }}$

10-03B. 5
PRESENTED AT 10/17/18 SPECIAL BOARD METING

## Attachment B

Agenda

- About CPS HR
- Compensation Study Approach \& Results
- Next Steps
- Questions \& Answers


## Attachment B




Attachment B
Core Services and Markets
izations

ICENSING \&
CERTIFICATION

+ Testing Services
+ Applicant/ Candidate

| +Complaint | + Applicant/Candidate |
| :--- | :--- |
| Investigations | Management |


GENERAL HR
SERVICES
DEVELOPMENT SERVICES
+HR On-Demand
+Credential Program
+Credential Program
Management

+ Accreditation
+ Accreditation
Education | Non-Profit Orga

TRAINING \&
+ Training Courses
+ Training Programs
+ Supervisory Skills
+ Leadership
Development
+ Executive Coaching
+ Accelerated Leader
$360^{\circ}$ Assessment ${ }^{\text {ma }}$
COMPENSATION
+Classification
+Compensation

CLASSIFICATION \&
+Classification


SELECTION


+ Job Analysis + Recruitment
Solutions
+Assessment Center

 + Selection Tools + Test Administration

+ Workforce Planning
+ Succession Planning

ORGANIZATIONAL
STRATEGY
+ Performance
Management
+ Employee
+ Change Management

Attachment B



Recommendations

Attachment B


Attachment B


Attachment B

$$
\begin{aligned}
& \\
& \text { Assistant Maintenance Manager } \\
& \text { Assistant Operations Manager } \\
& \text { (Paratransit Department) } \\
& \text { Chief Financial Officer (CFO) } \\
& \text { Chief Operating Officer (COO) } \\
& \text { Database Administrator } \\
& \text { Executive Assistant } \\
& \text { Finance Deputy Director } \\
& \text { Human Resources Deputy Director } \\
& \text { Human Resources Director }
\end{aligned}
$$

## Attachment B

## 

| Agency |  | Location | Cost of Living <br> Average |
| :--- | :--- | :--- | :--- |
| Cost of Wages |  |  |  |
| Average |  |  |  |$|$| Santa Cruz Metropolitan Transit District | Santa Cruz | $100.00 \%$ | $100.00 \%$ |
| :--- | :--- | :--- | :--- |
| City of Santa Cruz | Santa Cruz | $100.00 \%$ | $100.00 \%$ |
| County of Santa Cruz | Walnut Creek | $100.00 \%$ | $100.00 \%$ |
| Central Contra Costa County Transit Authority | Monterey | $101.50 \%$ | $107.20 \%$ |
| Monterey-Salinas Transit District | Riverside | $90.90 \%$ | $101.50 \%$ |
| Riverside Transit Agency | Stockton | $71.90 \%$ | $96.90 \%$ |
| San Joaquin Regional Transit District | Santa Barbara | $66.00 \%$ | $96.90 \%$ |
| Santa Barbara Metropolitan Transit District | Nation-wide | $92.60 \%$ | $99.60 \%$ |
| United States Average |  | $55.60 \%$ | $87.37 \%$ |

Attachment B


## Attachment B



Attachment B

10-03B. 16
*Assistant Operations Manager (Para Transit Department) returned insufficient comparable classifications and is omitted from all data.



Attachment B
Recommenatations

presented at 10177/18 special board metido-03B. 19


## Attachment B




Attachment B
CPS HR CONSULTING

| Assistant Maintenance Manager |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Surveyed Agency | Classification Title | Monthly Min． | Monthly Max． | 冗 0 0 0 0 0 0 |  |  |  | － | $\frac{\stackrel{5}{\text { ¢ }}}{}$ |  |  | Monthly Total Compensation |
| Santa Cruz Metro Transit District | Assistant Maintenance Manager | \＄6，814 | \＄8，694 | \＄435 |  |  | \＄2，311 | \＄147 | \＄26 | \＄801 | \＄126 | \＄12，540 |
| Central Contra Costa County Transit Authority | Facilities Superintendent | \＄6，139 | \＄12，017 |  |  |  | \＄1，678 | \＄43 | \＄28 | \＄975 | \＄174 | \＄14，915 |
| City of Santa Cruz | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| County of Santa Cruz | Building Maintenance Superintendent | \＄7，833 | \＄10，457 |  |  | \＄2，004 |  |  |  | \＄856 | \＄764 | \＄14，081 |
| Monterey Salinas Transit District | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| Riverside Transit Agency | Maintenance Manager | \＄6，503 | \＄10，080 |  | \＄25 |  | \＄1，217 | \＄18 |  | \＄840 | \＄146 | \＄12，327 |
| San Joaquin Regional Transit District | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| Santa Barbara Metropolitan Transit District | Assistant Superintendent of Maintenance | \＄8，333 | \＄8，333 |  | \＄833 | \＄2，200 |  |  |  |  | \＄637 | \＄12，004 |


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| カоて＇とโ\＄ | ие！paw uo！̣esuədmoכ ןeło」 | | Total Compensation 45th Percentile | $\$ \mathbf{1 2 , 9 4 1}$ |
| :--- | :--- |

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Santa Barbara Metropolitan Transit District

Attachment B

| CPS Assistant Operations Manager (Para Transit Department) |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Surveyed Agency | Classification Title | Monthly Min. | Monthly Max. | ® 0 0 0 0 0 0 0 |  |  |  |  | $\frac{. \overline{0}}{\frac{5}{5}}$ |  |  | Monthly Total Compensation |
| Santa Cruz Metro Transit District | Assistant Operations Manager (Para Transit Department) | \$5,692 | \$7,266 | \$363 |  |  | \$2,311 | \$147 | \$26 | \$669 | \$105 | \$10,888 |
| Central Contra Costa County Transit Authority | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| City of Santa Cruz | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| County of Santa Cruz | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| Monterey Salinas Transit District | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| Riverside Transit Agency | Assistant Contract Operations Manager | \$5,676 | \$8,064 |  | \$25 |  | \$1,217 | \$18 |  | \$672 | \$117 | \$10,113 |
| San Joaquin Regional Transit District | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| Santa Barbara Metropolitan Transit District | Superintendent of Operations | \$7,370 | \$7,370 |  | \$737 | \$2,200 |  |  |  |  | \$564 | \$10,871 |
|  |  | Salary Median | \$7,717 |  |  |  |  |  | total Co | ensatio | Median | \$10,492 |
|  | Percentage Abov | Below Median | -6.21\% |  |  |  |  | Perce | ge Above | or Belo | Median | 3.64\% |
|  | Base Sa | 45th Percentile | \$7,682 |  |  |  |  | Total | mpensa | 45th | centile | \$10,454 |
|  | Base Sa | 55th Percentile | \$7,752 |  |  |  |  | Total | mpensa | 55th | centile | \$10,530 |
|  | Percentage Above or Be | 45th Percentile | -5.73\% |  |  |  |  | tage A | ve or Be | 66th | centile | 3.98\% |
|  | Percentage Above or Be | 55th Percentile | -6.68\% |  |  |  |  | tage A | e or Be | 75th | centile | 3.29\% |
|  | Total Matches: |  | 2 |  |  |  |  |  |  |  |  |  |

Attachment B
CPS HR CONSULTING

| Surveyed Agency | Classification Title | Monthly Min． | Monthly Max． | a 0 0 0 0 0 0 |  |  |  | $\begin{aligned} & \overline{5} \\ & \stackrel{5}{5} \\ & \hline 0 \end{aligned}$ | $\frac{. \overline{0}}{\frac{0}{5}}$ |  |  | Monthly Total Compensation |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Santa Cruz Metro Transit District | Chief Financial Officer（CFO） | \＄9，053 | \＄11，558 | \＄578 |  |  | \＄2，311 | \＄147 | \＄26 | \＄1，065 | \＄168 | \＄15，852 |
| Central Contra Costa County Transit Authority | Chief Financial Officer | \＄12，446 | \＄16，738 |  |  |  | \＄1，678 | \＄43 | \＄28 | \＄1，358 | \＄243 | \＄20，088 |
| City of Santa Cruz | Director of Finance | \＄12，564 | \＄16，031 | \＄401 |  |  | \＄1，980 | \＄127 | \＄19 | \＄1，471 | \＄845 | \＄20，874 |
| County of Santa Cruz | Auditor－Controller－Treasurer | \＄19，196 | \＄19，196 |  |  | \＄2，004 |  |  |  | \＄1，572 | \＄891 | \＄23，662 |
| Monterey Salinas Transit District | Chief Financial Officer | \＄9，554 | \＄13，830 |  |  |  | \＄1，937 |  |  | \＄1，181 | \＄201 | \＄17，149 |
| Riverside Transit Agency | Chief Financial Officer | \＄10，053 | \＄16，587 |  | \＄25 |  | \＄1，217 | \＄18 |  | \＄1，383 | \＄241 | \＄19，471 |
| San Joaquin Regional Transit District | Chief Financial Officer | \＄9，677 | \＄14，226 |  | \＄1，423 |  | \＄1，825 | \＄107 | \＄24 |  | \＄819 | \＄18，423 |
| Santa Barbara Metropolitan Transit District | Comptroller－Procurement Officer | \＄10，612 | \＄10，612 |  | \＄1，061 | \＄2，200 |  |  |  |  | \＄766 | \＄14，639 |


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| Total Compensation 45th Percentile | $\mathbf{\$ 1 9 , 1 5 6}$ |
| :--- | :--- |


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Attachment B
CPS HR CONSULTING

| Surveyed Agency | Classification Title | Monthly Min. | Monthly Max. |  | ¢ | 先 | ¢ ¢ ¢ ¢ | - | $\frac{5}{\square}$ |  |  | Monthly Total Compensation |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Santa Cruz Metro Transit District | Chief Operating Officer (COO) | \$9,960 | \$12,716 | \$636 |  |  | \$2,311 | \$147 | \$26 | \$1,171 | \$184 | \$17,191 |
| Central Contra Costa County Transit Authority | Chief Operating Officer | \$12,446 | \$16,738 |  |  |  | \$1,678 | \$43 | \$28 | \$1,358 | \$243 | \$20,088 |
| City of Santa Cruz | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| County of Santa Cruz | Director of General Services | \$12,405 | \$16,622 |  |  | \$2,004 |  |  |  | \$1,361 | \$853 | \$20,840 |
| Monterey Salinas Transit District | Chief Operating Officer | \$9,093 | \$13,164 |  |  |  | \$1,937 |  |  | \$1,124 | \$191 | \$16,416 |
| Riverside Transit Agency | Chief Operating Officer | \$10,053 | \$16,587 |  | \$25 |  | \$1,217 | \$18 |  | \$1,383 | \$241 | \$19,471 |
| San Joaquin Regional Transit District | Chief Operating Officer | \$9,677 | \$14,226 |  | \$1,423 |  | \$1,825 | \$107 | \$24 |  | \$819 | \$18,423 |
| Santa Barbara Metropolitan Transit District | Data Not Available |  |  |  |  |  |  |  |  |  |  |  |


| Total Compensation Median | $\mathbf{\$ 1 9 , 4 7 1}$ |
| ---: | ---: |
| Percentage Above or Below Median | $\mathbf{- 1 3 . 2 6 \%}$ |


 $\stackrel{\stackrel{\circ}{\circ}}{\stackrel{\circ}{\dot{\circ}}}$


Percentage Above or Below 66th Percentile
Percentage Above or Below 75th Percentile

> | Base Salary Median | $\$ 16,587$ |
| ---: | ---: |
| Percentage Above or Below Median | $-30.44 \%$ |

| Base Salary 45th Percentile | $\$ \mathbf{\$ 1 6 , 1 1 5}$ |
| ---: | ---: |
| Base Salary 55th Percentile | $\$ 16,594$ |
| Percentage Above or Below 45th Percentile | $-\mathbf{- 2 6 . 7 3 \%}$ |
| Percentage Above or Below 55th Percentile | $-\mathbf{3 0 . 5 0 \%}$ |


| Total Matches: | 5 |
| :---: | ---: |

Attachment B
CPS HR CONSULTING

| Database Administrator |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Surveyed Agency | Classification Title | Monthly Min. | Monthly Max. |  |  |  |  | - | $\stackrel{\text { 으N }}{\text { in }}$ |  |  | Monthly Total Compensation |
| Santa Cruz Metro Transit District | Database Administrator | \$6,297 | \$8,039 | \$402 |  |  | \$2,311 | \$147 | \$26 | \$740 | \$117 | \$11,782 |
| Central Contra Costa County Transit Authority | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| City of Santa Cruz | Systems Coordinator | \$7,092 | \$9,598 | \$240 |  |  | \$2,010 | \$127 | \$19 | \$881 | \$734 | \$13,609 |
| County of Santa Cruz | IT System Developer/Analyst III | \$8,226 | \$10,410 |  |  | \$2,004 |  |  |  | \$852 | \$763 | \$14,030 |
| Monterey Salinas Transit District | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| Riverside Transit Agency | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| San Joaquin Regional Transit District | Senior IT Specialist | \$5,292 | \$7,565 |  | \$757 |  | \$1,825 | \$107 | \$24 |  | \$579 | \$10,856 |
| Santa Barbara Metropolitan Transit District | IT Manager | \$8,372 | \$8,372 |  | \$837 | \$2,200 |  |  |  |  | \$640 | \$12,050 |


| Total Compensation Median | $\mathbf{\$ 1 2 , 8 2 9}$ |
| ---: | ---: |
| Percentage Above or Below Median | $-\mathbf{8 . 8 9 \%}$ |


| Total Compensation 45th Percentile | $\$ 12,595$ |
| ---: | ---: |
| Total Compensation 55th Percentile | $\$ 13,063$ |
| Percentage Above or Below 66th Percentile | $-\mathbf{6 . 9 0 \%}$ |
| Percentage Above or Below 75th Percentile | $-\mathbf{1 0 . 8 8 \%}$ | | Base Salary Median | $\$ 8,985$ |
| ---: | ---: |
| Percentage Above or Below Median | $-\mathbf{1 1 . 7 7 \%}$ |


| Base Salary 45th Percentile | $\$ 8,801$ |
| ---: | ---: |
| Base Salary 55th Percentile | $\$ 9,169$ |
| Percentage Above or Below 45th Percentile | $-9.48 \%$ |
| Percentage Above or Below 55th Percentile | $-\mathbf{1 4 . 0 6 \%}$ |


| Total Matches: | 4 |
| :---: | :---: |

Attachment B
CPS HR CONSULTING


| \%80\% |  |
| :---: | :---: |
| zsc'0ts |  |




| Percentage Above or Below 66th Percentile | $0.98 \%$ |
| :---: | :---: |
| Percentage Above or Below 75th Percentile | $-0.83 \%$ |

Executive Assistant

| Base Salary Median |  |
| ---: | ---: |
| Percentage Above or Below Median |  |
| Base Salary 45th Percentile | -7.354 |
| Base Salary 55th Percentile | $\$ 7,190$ |
| Percentage Above or Below 45th Percentile | $-5.58 \%$ |
| Percentage Above or Below 55th Percentile | $-\mathbf{1 0 . 3 9 \%}$ |
| Total Matches: | 6 |

[^1]Attachment B
CPS HR CONSULTING

| Surveyed Agency | Classification Title | Monthly Min. | Monthly Max. | ¢ 0 0 0 0 0 0 |  | \% |  |  | $\begin{aligned} & \frac{. \overline{0}}{\stackrel{y}{n}} \end{aligned}$ |  |  | Monthly Total Compensation |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Santa Cruz Metro Transit District | Finance Deputy Director | \$7,876 | \$10,055 | \$503 |  |  | \$2,311 | \$147 | \$26 | \$926 | \$146 | \$14,114 |
| Central Contra Costa County Transit Authority | Manager of Accounting | \$6,139 | \$12,017 |  |  |  | \$1,678 | \$43 | \$28 | \$975 | \$174 | \$14,915 |
| City of Santa Cruz | Assistant Director of Finance | \$8,845 | \$11,971 | \$299 |  |  | \$2,010 | \$127 | \$19 | \$1,099 | \$786 | \$16,311 |
| County of Santa Cruz | Chief Deputy Auditor-Controller | \$12,034 | \$16,130 |  |  | \$2,004 |  |  |  | \$1,321 | \$846 | \$20,301 |
| Monterey Salinas Transit District | General Accountant and Budget Manager | \$7,281 | \$10,541 |  |  |  | \$1,937 |  |  | \$900 | \$153 | \$13,531 |
| Riverside Transit Agency | Controller | \$7,829 | \$12,526 |  | \$25 |  | \$1,217 | \$18 |  | \$1,044 | \$182 | \$15,012 |
| San Joaquin Regional Transit District | Finance Manager | \$6,430 | \$9,456 |  | \$946 |  | \$1,825 | \$107 | \$24 |  | \$723 | \$13,081 |
| Santa Barbara Metropolitan Transit District | Assistant Controller | \$7,959 | \$7,959 |  | \$796 | \$2,200 |  |  |  |  | \$609 | \$11,564 |


| Total Compensation Median | $\$ 14,915$ |
| ---: | ---: |
| Percentage Above or Below Median | $-5.68 \%$ |


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| Base Salary 45th Percentile | $\mathbf{\$ 1 1 , 5 4 2}$ |
| ---: | ---: |
| Base Salary 55th Percentile | $\mathbf{\$ 1 1 , 9 8 5}$ |
| Percentage Above or Below 45th Percentile | $-\mathbf{1 4 . 7 9 \%}$ |
| Percentage Above or Below 55th Percentile | $-\mathbf{1 9 . 1 9 \%}$ |


| Total Matches: | 7 |
| :---: | :---: |

Attachment B
CPS HR CONSULTING

| Surveyed Agency | Classification Title | Monthly Min． | Monthly Max． | Ion 0 0 0 0 0 0 0 |  | \％ |  |  | $\frac{. \overline{0}}{\frac{5}{5}}$ |  |  | Monthly Total Compensation |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Santa Cruz Metro Transit District | Human Resources Deputy Director | \＄6，814 | \＄8，694 | \＄435 |  |  | \＄2，311 | \＄147 | \＄26 | \＄801 | \＄126 | \＄12，540 |
| Central Contra Costa County Transit Authority | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| City of Santa Cruz | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| County of Santa Cruz | Deputy Personnel Director | \＄10，707 | \＄14，340 |  |  | \＄2，004 |  |  |  | \＄1，174 | \＄820 | \＄18，338 |
| Monterey Salinas Transit District | Human Resources Manager | \＄5，976 | \＄8，651 |  |  |  | \＄1，937 |  |  | \＄739 | \＄125 | \＄11，452 |
| Riverside Transit Agency | Human Resources Manager | \＄6，781 | \＄10，850 |  | \＄25 |  | \＄1，217 | \＄18 |  | \＄905 | \＄157 | \＄13，172 |
| San Joaquin Regional Transit District | Human Resources Manager | \＄6，430 | \＄9，456 |  | \＄946 |  | \＄1，825 | \＄107 | \＄24 |  | \＄723 | \＄13，081 |
| Santa Barbara Metropolitan Transit District | HR and WC Specialist | \＄5，272 | \＄5，272 |  | \＄527 | \＄2，200 |  |  |  |  | \＄403 | \＄8，403 |


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| :--- | :--- |



CPS HR CONSULTING


| Total Compensation Median | $\$ 18,351$ |
| ---: | ---: |
| Percentage Above or Below Median | $-15.77 \%$ |
| Total Compensation 45th Percentile | $\$ 18,015$ |
| Total Compensation 55th Percentile | $\$ 18,429$ |
| Percentage Above or Below 66th Percentile | $-13.64 \%$ |
| Percentage Above or Below 75th Percentile | $-16.26 \%$ | | Base Salary Median | $\$ 15,153$ |
| ---: | ---: |
| Percentage Above or Below Median | $-31.10 \%$ |
| Base Salary 45th Percentile | $\$ 14,554$ |
| Base Salary 55th Percentile | $\$ 15,348$ |
| Percentage Above or Below 45th Percentile | $-25.92 \%$ |
| Percentage Above or Below 55th Percentile | $-32.79 \%$ | | Total Matches: | 7 |
| :--- | :--- |

Attachment B



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Information Technology and Intelligent Transportation Systems Director

| Total Compensation Median | $\$ 18,351$ |
| ---: | ---: |
| Percentage Above or Below Median | $-26.36 \%$ |


| \＄18，042 |
| ---: |
| $\$ 18,910$ |
| $-24.23 \%$ |
| $-30.21 \%$ |

Total Compensation Median
Percentage Above or Below Median

| Total Compensation 45th Percentile |
| ---: |
| Total Compensation 55th Percentile |
| Percentage Above or Below 66th Percentile |
| Percentage Above or Below 75th Percentile |


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Total Compensation 55th Percentile
Percentage Above or Below 66th Percentile


Information Technology and Intelligent Transportation
Systems Director
Director of Information Technology
Director of Information Technology


| Surveyed Agency |  |
| :--- | :--- |
| Santa Cruz Metro Transit District | Infor <br> Syst |
| Central Contra Costa County Transit Authority | Dire |
| City of Santa Cruz | Dire |
| County of Santa Cruz | Direct |
| Monterey Salinas Transit District | Director |
| Riverside Transit Agency | Chief |
| San Joaquin Regional Transit District | IT |
| Santa Barbara Metropolitan Transit District |  |

[^2]> IT Manager
Chief Technology Officer
，
Director of Information Technology

| \＄18，042 |
| ---: |
| $\$ 18,910$ |
| $-24.23 \%$ |
| $-30.21 \%$ |

Percentage Above or Below 75th Percentile
Director of Information Technology
Director Information Services

CPS HR CONSULTING

Attachment B
CPS HR CONSULTING

| Maintenance Manager |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Surveyed Agency | Classification Title | Monthly Min. | Monthly Max. |  | O | \% | $\begin{aligned} & \frac{5}{\frac{5}{0}} \\ & \stackrel{\text { ® }}{ \pm} \end{aligned}$ | - | $\stackrel{\text { \% }}{\substack{\text { \% }}}$ |  |  | Monthly Total Compensation |
| Santa Cruz Metro Transit District | Maintenance Manager | \$9,053 | \$11,558 | \$578 |  |  | \$2,311 | \$147 | \$26 | \$1,065 | \$168 | \$15,852 |
| Central Contra Costa County Transit Authority | Director of Maintenance | \$7,833 | \$15,153 |  |  |  | \$1,678 | \$43 | \$28 | \$1,230 | \$220 | \$18,351 |
| City of Santa Cruz | Public Works Operations Manager | \$7,310 | \$9,893 | \$247 |  |  | \$2,010 | \$127 | \$19 | \$908 | \$756 | \$13,960 |
| County of Santa Cruz | Deputy Director of General Services | \$10,975 | \$14,716 |  |  | \$2,004 |  |  |  | \$1,205 | \$826 | \$18,751 |
| Monterey Salinas Transit District | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| Riverside Transit Agency | Director of Maintenance | \$9,578 | \$15,804 |  | \$25 |  | \$1,217 | \$18 |  | \$1,318 | \$229 | \$18,611 |
| San Joaquin Regional Transit District | Maintenance Superintendent | \$6,430 | \$9,456 |  | \$946 |  | \$1,825 | \$107 | \$24 |  | \$723 | \$13,081 |
| Santa Barbara Metropolitan Transit District | Acting Manager of Maintenance | \$8,750 | \$8,750 |  | \$875 | \$2,200 |  |  |  |  | \$669 | \$12,494 |


| $\%$ \%6'T- |  |
| :---: | :---: |
| 9st'9T\$ | ue!pan uo!pesuadmoo jeqoı | | Total Compensation 45th Percentile | $\mathbf{\$ 1 5 , 0 5 8}$ |
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Attachment B
CPS HR CONSULTING

| Marketing, Communications and Customer Service Director |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Surveyed Agency | Classification Title | Monthly Min. | Monthly Max. | I 0 0 0 0 0 0 0 |  | 尔 | $\begin{aligned} & \frac{\stackrel{5}{5}}{\stackrel{\rightharpoonup}{\dddot{x}}} \end{aligned}$ | $\begin{aligned} & \text { ゙ٓ } \\ & \stackrel{\pi}{0} \end{aligned}$ | $\frac{\bar{\circ}}{\frac{0}{5}}$ |  |  | Monthly Total Compensation |
| Santa Cruz Metro Transit District | Marketing, Communications and Customer Service Director | \$8,155 | \$10,409 | \$520 |  |  | \$2,311 | \$147 | \$26 | \$959 | \$151 | \$14,523 |
| Central Contra Costa County Transit Authority | Manager of Planning (Marketing and Community Outreach) | \$6,139 | \$12,017 |  |  |  | \$1,678 | \$43 | \$28 | \$975 | \$174 | \$14,915 |
| City of Santa Cruz | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| County of Santa Cruz | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| Monterey Salinas Transit District | No Comparable Class |  |  |  |  |  |  |  |  |  |  |  |
| Riverside Transit Agency | Director of Marketing | \$8,867 | \$14,630 |  | \$25 |  | \$1,217 | \$18 |  | \$1,220 | \$212 | \$17,322 |
| San Joaquin Regional Transit District | Marketing Manager | \$6,430 | \$9,456 |  | \$946 |  | \$1,825 | \$107 | \$24 |  | \$723 | \$13,081 |
| Santa Barbara Metropolitan Transit District | Marketing and Community Relations Manager | \$6,503 | \$6,503 |  | \$650 | \$2,200 |  |  |  |  | \$497 | \$9,851 |


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 | Total Compensation 55th Percentile | $\$ 14,273$ |
| ---: | ---: |
| Percentage Above or Below 66th Percentile | $5.51 \%$ |
| Per | $1,72 \%$ | Percentage Above or Below 75th Percentile

Attachment B
CPS HR CONSULTING


| Total Compensation Median | $\$ 13,126$ |
| ---: | ---: |
| Percentage Above or Below Median | $-4.68 \%$ |


| Total Compensation 45th Percentile | $\$ 13,113$ |
| ---: | ---: |
| Total Compensation 55th Percentile | $\$ 13,140$ |
| Percentage Above or Below 66th Percentile | $-4.57 \%$ |
| Percentage Above or Below 75th Percentile | $-4.79 \%$ |



Attachment B

CPS HR CONSULTING


| Total Compensation Median | $\$ 17,231$ |
| ---: | ---: |
| Percentage Above or Below Median | $-8.70 \%$ | | $\$ 16,676$ |
| ---: |
| $\$ 17,645$ |
| $-5.20 \%$ |
| $-11.31 \%$ |

CPS HR CONSULTING


| Total Compensation Median | $\mathbf{\$ 1 4 , 2 3 7}$ |
| ---: | ---: |
| Percentage Above or Below Median | $1.97 \%$ |



| Total Compensation 45th Percentile |
| ---: |
| Total Compensation 55th Percentile |
| Percentage Above or Below 66th Percentile |
| Percentage Above or Below 75th Percentile |

Percentage Above or Below 75th Percentile $\quad-0.36 \%$

| Base Salary Median |  |
| ---: | ---: |
| Percentage Above or Below Median | $\mathbf{\$ 1 0 , 7 8 6}$ |
| Base Salary 45th Percentile | $\$ 10,171$ |
| Base Salary 55th Percentile | $\$ 11,402$ |
| Percentage Above or Below 45th Percentile | $2.29 \%$ |
| Percentage Above or Below 55th Percentile | $-9.54 \%$ |


| Total Matches: | 6 |
| :---: | ---: |

CPS HR CONSULTING

| Surveyed Agency | Classification Title | Monthly Min. | Monthly Max. |  |  |  |  |  | $\begin{aligned} & \frac{.0}{y n} \\ & \frac{y}{y} \end{aligned}$ | 䔍 |  | Monthly Total Compensation |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Santa Cruz Metro Transit District | Safety Security and Risk Management Director | \$6,297 | \$8,039 | \$402 |  |  | \$2,311 | \$147 | \$26 | \$740 | \$117 | \$11,782 |
| Central Contra Costa County Transit Authority | Manager of Training | \$6,139 | \$12,017 |  |  |  | \$1,678 | \$43 | \$28 | \$975 | \$174 | \$14,915 |
| City of Santa Cruz | Risk and Safety Manager | \$8,212 | \$11,116 | \$278 |  |  | \$2,010 | \$127 | \$19 | \$1,020 | \$773 | \$15,344 |
| County of Santa Cruz | Risk Manager | \$8,963 | \$12,022 |  |  | \$2,004 |  |  |  | \$984 | \$787 | \$15,797 |
| Monterey Salinas Transit District | Risk and Security Manager | \$5,976 | \$8,651 |  |  |  | \$1,937 |  |  | \$739 | \$125 | \$11,452 |
| Riverside Transit Agency | Director of Risk Management | \$8,551 | \$14,109 |  | \$25 |  | \$1,217 | \$18 |  | \$1,176 | \$205 | \$16,750 |
| San Joaquin Regional Transit District | Safety and Risk Manager | \$6,430 | \$9,456 |  | \$946 |  | \$1,825 | \$107 | \$24 |  | \$723 | \$13,081 |
| Santa Barbara Metropolitan Transit District | Operations Safety and Training Officer | \$6,503 | \$6,503 |  | \$650 | \$2,200 |  |  |  |  | \$497 | \$9,851 |


| Total Compensation Median | $\mathbf{\$ 1 4 , 9 1 5}$ |
| ---: | ---: |
| Percentage Above or Below Median | $\mathbf{- 2 6 . 5 9 \%}$ |



| Total Compensation 45th Percentile |
| ---: |
| Total Compensation 55th Percentile |
| Percentage Above or Below 66th Percentile |
| Percentage Above or Below 75th Percentile |


| Base Salary Median |  |
| ---: | ---: |
| Percentage Above or Below Median | $\mathbf{- 3 8 . 2 8 \%}$ |
| Base Salary 45th Percentile | $\$ 10,618$ |
| Base Salary 55th Percentile | $\$ 11,386$ |
| Percentage Above or Below 45th Percentile | $-32.08 \%$ |
| Percentage Above or Below 55th Percentile | $-41.64 \%$ |


| Total Matches: | 7 |
| :---: | :---: |

Attachment B
CPS HR CONSULTING
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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) SPECIAL BOARD MEETING MINUTES* OCTOBER 17, 2018 - 9:00AM SEASCAPE RESORT, PACIFIC MEETING ROOM ONE SEASCAPE RESORT DRIVE APTOS, CA 95003 

The Santa Cruz METRO Board of Directors convened a special 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. *Minutes are "summary" minutes, not verbatim minutes. Audio recordings of Board meeting open sessions are available to the public upon request.

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

CALL TO ORDER at 9:05AM by Chair McPherson.
ROLL CALL: The following Directors were present, representing quorum:

| Director Ed Bottorff, Board Vice Chair | City of Capitola |
| :--- | :--- |
| Director Cynthia Chase | City of Santa Cruz |
| Director Trina Coffman-Gomez | City of Watsonville |
| Director Jimmy Dutra | City of Watsonville AR 9:15AM |
| Director Norm Hagen | County of Santa Cruz |
| Director John Leopold | County of Santa Cruz |
| Director Donna Lind | City of Scotts Valley |
| Director Cynthia Mathews | City of Santa Cruz |
| Director Bruce McPherson, Board Chair | County of Santa Cruz |
| Director Dan Rothwell | County of Santa Cruz |
| Director Mike Rotkin | County of Santa Cruz |
| Ex-Officio Director Davon Thomas | UC Santa Cruz |
| Ex-Officio Director Thomas and Directors Chase and Lind were absent |  |

METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE:

None.

## ADDITIONS/DELETIONS FROM AGENDAIADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS <br> Hearing none, Chair McPherson moved to the next item

# Attachment C 

## ORAL AND OTHER COMMUNICATIONS TO THE BOARD OF DIRECTORS

Director Coffman-Gomez invited the assembly to Watsonville's "State of the City" presentation later today.

## WRITTEN COMMUNICATIONS FROM MAC (IF APPLICABLE)

Hearing none, Chair McPherson moved to the next item

## LABOR ORGANIZATION COMMUNICATIONS

Frank Garden, SEIU 521, read the attached statement.
ADDITIONAL DOCUMENTATION - distributed and available at the back of the room See attached.

There was no public comment.

## CONSENT AGENDA

None

## REGULAR AGENDA

## 9. STRATEGIC BUSINESS PLAN WORK SESSION

Teri Fisher, CEO Insight Strategies, spoke to the attached presentation noting that the focus was on developing a strategic business plan. Ms. Fisher also noted a correction to the second slide entitled, "Interview Themes" on page 14 of the handout: Support for RTC should read Support from RTC. (Note: pages 9 and 10 are NOT missing; they were pulled before the meeting.)

CEO Clifford added today's session represents the first in a series of steps to develop METRO's strategic business plan. He cited an example wherein METRO may add a new section to all board reports to highlight how any particular subject ties to the yet-to-be developed strategic business plan.

Angela Aitken, CFO, spoke to the attached presentation. She noted that the slide entitled, "Total Actual Revenue and Expense \% Change vs CPI \% Change" includes SB1 and Measure D projections as of June 2018.

Some of the suggestions and recommendations discussed included:

- Director Rotkin requested information on anticipated maintenance costs incurred because of METRO's aging fleet.
- Director Leopold suggested METRO chart the service provided to the community over the past ten years and that the land use strategy be tied to the service strategy. He also suggested METRO staff and board members schedule meetings with various state legislators to discuss the state of METRO after the results of Prop 6 are known as well as a meeting with the UCSC Chancellor and/or Vice Chancellor, perhaps volunteering the CEO to be a member of the TAPS replacement interview team.
- Director Coffman-Gomez suggested the development of an 'infomercial' by METRO staff so directors could easily share METRO information.
- Increased State of METRO presentations to the cities and Board of Supervisors.
- Coordinate transportation guest speakers' program with the SCCRTC.


## Attachment C

Special Board Meeting Minutes
October 17, 2018
Page 3 of 3
See the "Major Current METRO Projects/Programs" distributed by Barrow Emerson, Planning and Development Director, at the meeting.

Board and staff participated in several strategic planning exercises.

## Director Dutra departed at 3:43PM

Next steps:
Mr. Emerson to take the lead in completing the goal cascading framework. Our next session will focus on the results and economic impact of Prop 6 and other election results. Then, in January/February 2019, staff will work with the Board to develop measurable actions for the next fiscal year budget (FY20).

Insight strategies will provide information consolidating the discussion and outcome of the session.

## 10. ANNOUNCEMENT OF NEXT MEETING: FRIDAY, OCTOBER 26, 2018 AT 9:00AM AT CAPITOLA CITY COUNCIL CHAMBERS, 420 CAPITOLA AVENUE, CAPITOLA, CA

Chair McPherson adjourned the meeting at 4:00 PM.
Respectfully submitted,
Gina Pye
Executive Assistant

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## Attachment C



## Attachment C



## Attachment C



## Attachment C




Relative to Mission, Vision, \& Strategic Priorities


Relative to Mission Vision, \& Strategic Priorities

Process to Follow Up \& Hold Accountable to Agreements

## Attachment C



## Attachment C



## Attachment C




## Attachment C

What are some of Santa Cruz METRO's successes and accomplishments from the past three years?


Think about trends facing the transit industry. What trends indicate VUCA
(volatility, uncertainty, complexity, or ambiguity)? (Examples: new technology, uncertaịn and prolonged economic uncertainty, skill shortages, etc.)

- Service
- Products
- Workplace
- Funding
- Customers


OINSIGHT

## Attachment C

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## Attachment C

## Strategic <br> Priorities

## Strategic Priorities

Strategic Priorities are what the organization needs to focus on and pay attention to in order to achieve its business goals.


OINSIGHT

## Attachment C

Strategic Priority Examples

LONG BEACH
TRANSIT

| Strategic Priorities |  |
| :--- | :--- |
| In alignment with our Board, the strategic priorities are... |  |
| - | Improve safety and service quality |
| - | Exercise financial accountability |
| - | Foster employee engagement |
| - | Enhance customer experience |
| - | Promote community and industry focus |

Strategic Priority Examples


## Attachment C



Voice of the Board Assessment
9 Interviews |7 Questions

1. What are the top 3 things Santa Cruz METRO does well?
2. What are the top 3 areas for improvement?
3. In the next 5 years... What are Metro's highest priority strategies and goals? "Big buckets"
4. What are the greatest challenges/obstacles to achieving these highest priority strategies and goals?
5. Describe what roles the Board plays or should play.
6. Catch All?
7. What is your feedback for Alex - keep/start/improve or stop?

## Interview Themes

1. What are the top 3 things Santa Cruz METRO does well?

| Freq. | Response |
| :--- | :--- |
| 5 | Drivers are extraordinary |
| 4 | Supporting the students/colleges |
| 4 | Excellent service |
| 2 | Supporting the senior community |
| 2 | Alex and Barrow are great |
| 2 | Dealing with financial situation |
| 2 | BOD gets along well |
| 1 | Bus route |
| 1 | Public perception |
| 1 | Open to new technology |
| 1 | Supporting the disabled community |
| 1 | Sharp well run office |
| 1 | Capital improvements |
| 1 | Traffic reduction |
| 1 | Improving union relationship |

OINSIGHT

## Interview Themes

2. What are the top 3 areas for improvement?

## Freq. Response

5 New buses (improving but keep working on it)
4 Improve union relationship
3 Financial stability (improving but still a way to go)
3 Communication
2 Tech improvement (buy tickets on your phone)
2 Increase public awareness
2 Support forRTC from RTC
2 Replace routes that were cut due to budget issues
1 Partner with new groups on "green" initiatives
1 Long term solutions
1 Innovate (too cautious)
1 Be more proactive (vs reactive)
1 Language barrier with public
1 Give back to the community

1) INSIGHT


## Attachment C

## Interview Themes

3. In the next 5 years... What are the highest priority strategies and goals?

Freq. Response
3 Continue fiscal improvement, funding (i.e. tax), grants
2 Reduce carbon footprint/go "green" and get higher tech buses
2 Increase ridership
2 Increase route options
2 Take advantage of tax funds
2 Funding
2 Fleet upgrades and replacements
1 Increase collaboration with RTC
1 Become more political and legislative
1 Grants
1 Improve training

## Interview Themes

4. What are the greatest challenges/obstacles to achieving these highest priority strategies and goals?

Freq. Response
4 Revenue, grants, and finances
1 Increasing PR and awareness of metro
1 Replacing routes that were cut
1 Communication
1 Federal government support
1 Succession planning, i.e. finding qualified drivers
BOD balance overall needs vs individual needs
Modernize
Going green
BOD accountability
Lobbying (BOD could do better)
Changes in transit patterns
Replacing old buses/fleet
Improving union relationship
O INSIGHT

## Attachment C

## Interview Themes

5. Describe what roles the Board plays or should play.

Freq. Response
6 Policy (understanding, oversight, decision making, etc.) "not just window dressing"
4 Advocate for Metro (get out there, lobbying, etc.)
3 Fiscal responsibility
3 Support and advice for CEO
2 Messaging and informing community
1 Future planning
1 Not the "day to day" - that's the staff's role
1 Allocation of service
1 Balance of capital opportunities
1 Mission focused

## Interview Themes

6. Catch All?

- Peer reviews and 360 s are great
- Get as fiscally strong as possible
- Good board - understands challenges
- In past has had amateur marketing person, need more sophistication in that role
- Wear "Metro hat" to session


## Attachment C

7. What is your feedback for Alex?

Alex to share


QINSIGHT


## SWOT ${ }^{2}$ <br> Analysis

## SWOT ${ }^{2}$ Analysis

Strengths -Compared to other like organizations, what does Santa Cruz METRO do that is excellent? On a scale of 1-10, it would be rated an 8,9 or 10.

Weaknesses-Compared to other like organizations, what could be improved? On a scale of $1-10$, it would be rated a $0,1,2,3$ or 4 . Weaknesses are within organizational control.

Opportunities -What opportunities exist for Santa Cruz METRO that will better enable it to achieve its mission and vision, achieve continued success and relevance?

Threats -What threats exist that could inhibit Santa Cruz METRO from achieving its mission and vision? Threats are outside of an organization's control, i.e. Economic, Competitive, Policies, Trends, Funding, etc.

Trends - Refer to Transit Trends Conversation
(1NSIGHT

## SWOT ${ }^{2}$ Questions

| Strengths <br> - What do we do well? <br> - What are our assets? <br> - What are our core competencies? <br> - What successful experiences do we have what did it take to achieve those successes? | Weaknesses (internal) <br> - What do we need to do better? <br> - What training, tools and technology do we need that we don't have? <br> - Where do we lack resources? <br> - What problems keep reoccurring? <br> - What communication and organizational issues exist? <br> - Where are the process issues? |
| :---: | :---: |
| Opportunities <br> - What are new needs of our customers? <br> - What future trends exist? <br> - What economic trends benefit us? <br> - What political and social trends benefit us? <br> - What new technology benefits us? <br> - Where can we improve service? <br> - Where can we offer more services? <br> - What are functional opportunities? <br> - What are process opportunities? | Threats (external) <br> - Where are we vulnerable? <br> - How are we perceived? <br> - How can technology be a threat? <br> - What economic trends could impact us? <br> - What social and market trends could impact us? <br> - What policies could impact us? |

Fix \& Build - Based on SWOT ${ }^{2}$


Opportunities,
Developing Organization and Departmental Goals and Plans


Relative to Mission, Vision, \& Strategic Priorities
 Up \& Hold Accountable to Agreements

## "Plumbing Before Poetry"

## Attachment C

## Closing Thoughts, Next Steps

Next Steps in Strategic Planning Process



## Attachment C

## Roles \& Responsibilities



- Session Evaluation



# Thank You! 

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Torrance, CA 90501
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in fl

Visit our website at:
www.InsightStrategies.com

## Attachment C

## Major Current METRO Projects/Programs

These ongoing projects/programs need to be considered when developing strategic priority direction. These are generally issues with either significant annual operating costs and/or large one-time capital costs.

## - Capital needs

| 100 Bus Fleet Bus Replacement Plan |  |
| :---: | :---: |
|  | Timeframe: CARB requirement that METRO fleet be $100 \%$ electric by 2040 |
|  | Financial Context: Strategy assumes $\$ 3$ million annual commitment for 22 years |
|  | Risks/Issues: <br> - 62-bus replacement strategy (introduced at 9/28 Board meeting) <br> - CARB requirement to start buying electric buses star 2023-2026 <br> - Significant electric infrastructure required at JKS Operations Yard, Pacific Station, and/or Watsonville Transit Center |


| Facilities |  |
| :--- | :--- |
|  | Timeframe: 10-year |
|  | Financial Context: \$200M Unfunded Capital List |
|  | Risks/Issues: Unforeseen major expenses |


| Pacific Station |  |
| :--- | :--- |
|  | Timeframe: 2019 decision on redevelopment vs. rehabilitation |
|  | Financial Context: \$1.5 million available (PTMISEA) |
|  | Risks/Issues: METRO financial resources and staff time |


| Para Cruz Facility |  |
| :--- | :--- |
|  | Financial Context: Current $\$ 180,000$ annual lease cost with uncertain future |
|  | Timeframe: Lease thru $6 / 2021$ |
|  | Risks/Issues: <br>  <br>  <br>  <br>  <br> - Soquel park and Ride option <br> METRO could lose lease in 3 years $(6 / 2021)$ years |


| 3 Other Transit <br> Centers | Watsonville, Scotts Valley, Capitola Mall |
| :--- | :--- |
|  | Timeframe: 10 years |
|  | Financial Context: no major expenditures currently planned <br> Risks/Issues: <br> Long range parking facilities upgrades (structures?) <br> $0 \quad$ Cost for 200 structure parking \$50K per space $=\$ 10 \mathrm{M}$ <br>  <br>  |

## Attachment C

| SR-1 Bus On <br> Shoufders | opportunity for additional, reliable/cost-efficient service in corridor |
| :--- | :--- |
|  | Timeframe: 2019 decision, 2023 start of Phasel construction |
|  | Financial Context: up to $\$ 500,000$ development costs FY19-20 <br> Risks/Issues: <br> Caltrans rejection of fast track opportunity for implementation with Phase 1 <br> Auxiliary lane project (Soquel $-41^{\text {st }}$. )s <br> Can \$8 Million implementation cost could be funded through RTC auxiliary <br> lane budget? |

- Service

| ParaCruz Service | 85,000 annual riders |
| :--- | :--- |
|  | Timeframe: 10 years |
|  | Financial Context: |
|  | $\bullet \quad \$ \mathrm{M}$ annually operating cost |
|  | • $\$ 65$ cost per ride |
|  | Risks/Issues: <br>  <br>  <br>  <br>  <br>  <br>  <br> $\quad$ Future role of other local providers |
|  |  |


| Fixed-Route Service | 5 million annual riders |
| :---: | :---: |
|  | Timeframe: 10 years |
|  | Financial Context: <br> - $\$ 2$ million annual unscheduled overtime <br> - $\$ 1$ million annual cost for 8 additional operators |
|  | Risks/Issues: <br> - Service growth potential limited <br> - Additional operators needed to stabilize "Extra Board" (daily backup operators) at new higher percentage due to changing work culture, prior to adding new service <br> - Coverage vs. ridership allocation of service balance (Jarrett Walker) <br> - Current daily span of service and frequency is minimal <br> - Limited "choice" ridership increase potential without more service, better amenities, marketing, and customer service <br> - Non-college student ridership decline <br> - rising operations costs <br> - Labor $80 \%$ of operating costs <br> - upcoming labor negotiations <br> - Classification and Compensation studies |

## Attachment C

| UCSC/Cabrillo | $52 \%$ and 7\% (2.5 million/300,000) of METRO annual ridership (growing share) |
| :---: | :---: |
|  | Timeframe: <br> - UCSC - annual lump sum contracts <br> - Cabrillo - year 1 of $3 / 5$ years contract ( 2 -year option) |
|  | Financial Context: <br> - USCS - $\$ 4.5$ million in operating subsidy annually along with $\$ 200 \mathrm{~K}$ for articulated bus operations (UCSC saved 8 operators in 9/16) <br> - Cabrillo - \$944,000 in operating subsidy annually (Cabrillo saved 8 operators in 9/16) |
|  | Risks/Issues: <br> - UCSC financial capacity <br> - Cabrillo enrollment decline |


| Highway 17 Express | 330,000 annual ridership |
| :--- | :--- |
|  | Timeframe: 10 years |
|  | Financial Context: |
|  | - Annual net operating cost is $\$ 4$ million after partner contributions ( $\$ 500,000)$ |
|  | $\bullet 19$ bus fleet including introduction of electric buses in next 2-3 years |


| Fare Restructure |  |
| :--- | :--- |
|  | Timeframe: post Prop 6 decision, implement FY20? |
|  | Financial Context: \$1-2 million opportunity |
|  | Risks/Issues: <br> $\bullet \quad$ Opportunity to fund technology improvements <br> Increased fares could reduce ridership (current 20+\% fare box recovery) |


| Alternative Service <br> Models | Uber/Lyft, microtransit, on-demand service, etc. |
| :--- | :--- |
|  | Timeframe: Staff proposal in 2019 for possible 2020 implementation |
|  | Financial context: unknown but relatively limited savings potential but <br> opportunity for enhanced community mobility and reduced impact on fixed-route <br> fleet. |
|  | Issues/Risks: <br> - changing market for fixed route transit <br> cost savings potential |

## Attachment C

- External Stakeholder Influences

| RTC-Unified <br> Corridor Study | Unified Corridor Study will make decisions about future public transit projects |
| :--- | :--- |
|  | Timeframe: 10 years |
|  | Financial Context: unfunded |
|  | Risks/Issues: resource (buses/operators) commitment without funding |


| AMBAG -2018-40 <br> Regional <br> Transportation Plan | funding assumptions |
| :--- | :--- |
|  | Timeframe: 10 and 20 years |
|  | Financial Context: Significant revenue shortfall relative to needs |
|  | Risks/Issues: decrease in current federal/state/local funding levels |


| County/Cities - <br> Urban Development <br> plans | Local jurisdictions decide on future urban growth levels and locations |
| :--- | :--- |
|  | Timeframe: 10 years |
|  | Financial Context: unknown |
|  | Risks/Issues: resource (buses/operators) commitment without funding |

FROM: Angela Aitken, Chief Financial Officer

## SUBJECT: CONSIDERATION OF DECLARING VEHICLES AND/OR EQUIPMENT AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION

## I. RECOMMENDED ACTION

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

## II. SUMMARY

- In accordance with Santa Cruz Metropolitan Transit District's (METRO) policy on disposal of fixed assets, at least once per year the Chief Financial Officer shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- Several vehicles have exceeded their useful life and are no longer needed by METRO.
- Staff recommends that the Board of Directors approve the resolution for the disposal or auction of excess property (Attachment A) and declare the item(s) listed in Exhibit A as excess and direct staff to use appropriate action for disposal.


## III. DISCUSSION/BACKGROUND

The following equipment identified in the Excess Vehicle \& Equipment Listing (Exhibit A) has become obsolete and surpassed its useful life expectancy:

- The four (4) Paracruz Vans (Ford E350-Versa Shuttle) are more than 7 years old and are in poor condition. The cost to repair these vehicles outweighs their value; therefore, these vehicles are recommended for disposal.
- The two (2) Orion Buses are 15 years old and are at the end of their useful life. The estimated depreciable life of a bus is 12 years; these buses should have been considered for disposal at least 3 years ago.
- The one (1) New Flyer Bus is 20 years old, and is at the end of its useful life. The estimated depreciable life of a bus is 12 years; this bus should have been considered for disposal at least 8 years ago.
- All vehicles recommended for disposal are fully depreciated, so there is no financial obligation to a granting agency with regard to the recommended disposal.

Disposal of these assets has been coordinated with management and staff in processing them for disposal and auction if appropriate.

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

## IV. FINANCIAL CONSIDERATIONS/IMPACT

The estimated gross market value of these vehicles is approximately $\$ 6,200$; they have all reached the end of their useful lives and are obsolete. There is no financial impact as a result of this disposal.

Any revenue generated from the sale of these vehicles will be recorded as income in the current fiscal year's operating budget to 'Gain / Loss Disposal on Assets' budget account 407090-100.

## V. ALTERNATIVES CONSIDERED

- Store the vehicles - This alternative is not recommended because the vehicles have exceeded their useful life, and are cost prohibitive to repair.


## VI. ATTACHMENTS

Attachment A: Resolution to Approve for the Disposal or Auction of Excess Property

Exhibit A: Excess Vehicle \& Equipment Listing-as of October 26, 2018

Prepared By: Debbie Kinslow, Finance Deputy Director

## VII. APPROVALS:

Approved as to fiscal impact: Angela Aitken, Chief Financial Officer


Alex Clifford, CEO/General Manager


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

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

## RESOLUTION TO APPROVE THE DISPOSAL OR AUCTION OF EXCESS ASSETS

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, that it hereby resolves, determines and orders as follows:

1. The following assets are declared excess property on the Excess Vehicle \& Equipment Listing as of 10/26/18, "Exhibit A" and may be disposed of or auctioned as such:
a. "Four (4) 2011 Ford E350-Versa Shuttle Vans, vehicle nos. 1104, 1108, 1117, 1119";
b. "Two (2) 2003 Orion Buses nos. 2306, 2307";
c. "One (1) 1998 New Flyer Bus no. 9815 ";

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on October 26, 2018, by the following vote:

| AYES: | DIRECTORS - |
| :--- | :--- |
| NOES: | DIRECTORS - |
| ABSENT: | DIRECTORS - |
| ABSTAIN: | DIRECTORS - |

ATTEST:

ALEX CLIFFORD
CEO/General Manager

## APPROVED AS TO FORM:

JULIE SHERMAN
General Counsel

## Attachment A

Resolution No.
Page 3 of 3
EXHIBIT A, SANTA CRUZ METROPOLITAN TRANSIT DISTRICT RESOLUTION NO.

SANTA CRUZ METROPOLITAN TRANSIT DISTIRCT EXCESS VEHICLE \& EQUIPMENT LISTING AS OF 10/26/18
(Attached)


Exhibit A

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

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

## RESOLUTION OF APPRECIATION FOR THE SERVICES OF PETE LEGORRETA AS TRANSIT SUPERVISOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

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

WHEREAS, METRO, requiring an employee with expertise and dedication, appointed Pete Legorreta to serve in the position of Transit Supervisor, and

WHEREAS, Pete Legorreta served as a member of the Operations Fixed Route Department of METRO for the time period of January 11, 1988 to September 30, 2018, and

WHEREAS, Pete Legorreta provided METRO with dedicated service and commitment during the time of employment, and

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

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

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Pete Legorreta.

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

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

PASSED AND ADOPTED this $26^{\text {th }}$ Day of October 2018 by the following vote:
AYES: Directors -
NOES: Directors -

ABSTAIN: Directors -
ABSENT: Directors -

Approved:
Bruce McPherson, Chair

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

# 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 APPRECIATION FOR THE SERVICES OF ASCENCION SANCHEZ AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

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

WHEREAS, METRO, requiring an employee with expertise and dedication, appointed Ascencion Sanchez to serve in the position of Bus Operator, and

WHEREAS, Ascencion Sanchez served as a member of the Operations Fixed Route Department of METRO for the time period of October 1, 1984 to October 9, 2018, and

WHEREAS, Ascencion Sanchez provided METRO with dedicated service and commitment during the time of employment, and

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

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

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Ascencion Sanchez.

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

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

PASSED AND ADOPTED this $26^{\text {th }}$ Day of October 2018 by the following vote:
AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -
ABSENT: Directors -

Approved:
Bruce McPherson, Chair

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

FROM: Barrow Emerson, Planning \& Development Director

## SUBJECT: UNIFIED CORRIDOR INVESTMENT STUDY UPDATE

## I. RECOMMENDED ACTION

 That the Board receive a presentation on the Unified Corridor InvestmentStudy from Santa Cruz County Regional Transportation Commission staff. Study from Santa Cruz County Regional Transportation Commission staff.

## II. SUMMARY

- The Santa Cruz County Regional Transportation Commission (RTC) is conducting the Unified Corridor Investment Study (UCIS), an analysis of potential multi-modal transportation investments in the Highway 1, Soquel Avenue/Soquel Drive/Freedom Boulevard, and the Santa Cruz Branch Rail Line corridors.
- The UCIS is coming to conclusion and RTC staff is providing project briefings at community forums, local jurisdictions and regional agencies, including METRO.
- RTC staff will recommend a preferred scenario at the Nov. 15, 2018 RTC meeting, with selection of a preferred scenario targeted for the December 6, 2018 RTC meeting.
- METRO staff will provide a detailed review of the UCIS at METRO's November $16^{\text {th }}$ Board meeting.


## III. DISCUSSION/BACKGROUND

The objective of the UCIS is to identify multimodal transportation investments that provide the most effective use of Highway 1, Soquel Avenue/Soquel Drive/Freedom Boulevard, and the Santa Cruz Branch Rail Line, while best serving the community's transportation needs. The study's goals focus on developing a sustainable and well-integrated transportation system, while maximizing benefits in terms of efficient mobility, health and equity, the natural environment, and economic vitality.

Highway 1 and Soquel Ave/Dr are two of the most heavily traveled roadways in Santa Cruz County. Freedom Blvd provides an extension of Soquel Ave/Dr in the southern portion of Santa Cruz County. The Santa Cruz Branch Rail Line provides a new opportunity to provide transportation options between north and south county.

A two step scenario analysis has been undertaken to evaluate how transportation projects located within the project area advance goals, criteria and performance measures of the study. The Step 1 analysis evaluated the feasibility of projects under consideration in the UCIS and the results determined the projects and scenarios to be further evaluated in Step 2.

The Step 2 analysis has developed a more detailed evaluation using modeling tools developed earlier in the project. The Final Report will identify a preferred scenario and document the Step 1 and Step 2 scenario analyses, including assumptions and methodologies. The project is scheduled to be completed by December 2018.

The RTC continues to seek community input on the draft Step 2 scenario analysis and a preferred scenario for the UCIS. During October, RTC has held a number of community forums on the UCIS and is providing updates to government agencies.

RTC staff will recommend a preferred scenario at the Nov. 15, 2018 RTC meeting. The final draft of the UCIS will consider the comments received at the November 15, 2018 Commission meeting and any other comments received by 5:00 PM on November 20, 2018. The final draft of the UCIS will be presented to the RTC at the December 6, 2018 RTC meeting to be held at 9:00 AM at the County Board of Supervisors Chambers, 701 Ocean St., 5th floor.

METRO staff will provide a detailed review of the UCIS at METRO's November $16^{\text {th }}$ Board meeting.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

As this is a study of future transportation infrastructure and service opportunities for Santa Cruz County, there is no immediate financial impact for METRO. In the long term, proposed transportation improvements and services could require increases in METRO services and equipment

## V. ALTERNATIVES CONSIDERED

None.

## VI. ATTACHMENTS

None.

Prepared by: Barrow Emerson, Planning \& Development Director
VII. APPROVALS:

Barrow Emerson
Planning \& Development Director

Approved as to fiscal impact: Angela Aitken, CFO

Alex Clifford, CEO/General Manager

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# VERBAL PRESENTATION ONLY 

## CEO UPDATE

Alex Clifford
13.1

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DATE: October 26, 2018


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 2019

## I. RECOMMENDED ACTION

That the Board of Directors approve a resolution to establish the calendar year 2019 Board Meeting Schedule and Locations as represented in either Exhibit A or B

## II. SUMMARY

- Staff recommends that the Board Members approve a resolution (Attachment A) to establish the revised calendar year 2019 Board Meeting Schedule and locations.
- Public access to the Vernon Street facility from Pacific Station/downtown is available Monday through Friday via Route 4 on an hourly basis from approximately 7:00AM through 5:00PM. Currently, two morning buses arrive at METRO's Admin Offices prior to the start of the 9:00AM board meeting.


## III. DISCUSSION/BACKGROUND

- Annually the Board of Directors approves a schedule of meeting date, times and locations for the following calendar year. The Board of Directors meeting schedule typically calls for regular meetings on the fourth Friday of each month, though some dates are modified depending on holidays and public hearing posting requirements.
- Effective 2019, METRO staff requests authority to permit revisions to meeting locations as necessitated throughout the year, without requesting Board approval in advance.
- 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, which is scheduled annually in June.
- Staff is proposing two meeting schedules for Board adoption: Exhibit A or Exhibit B.
- Public access to the Vernon Street facility from Pacific Station/downtown is available Monday through Friday via Route 4 on an hourly basis from approximately 7:00AM through 5:00PM. Currently, two morning buses arrive at METRO's Admin Offices prior to the start of the 9:00AM board meeting.


## IV. FINANCIAL CONSIDERATIONSIIMPACT

There is no financial impact to adoption of this schedule.

## V. ALTERNATIVES CONSIDERED

The Board could suggest alternate locations to hold its meetings. This is not recommended.

## VI. ATTACHMENTS

Attachment A: Authorizing Resolution with Exhibits $A$ and $B$

Prepared by: Gina Pye, Executive Assistant

Board of Directors
October 26, 2018
Page 3 of 3
VII. APPROVALS:

Alex Clifford, CEO/General Manager


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

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

## RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS ESTABLISHING THE DATE, TIME AND LOCATION OF BOARD MEETINGS FOR 2019

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 Santa Cruz Metropolitan Transit District that the schedule for its 2019 meetings shall be as stated in Exhibit A:

PASSED AND ADOPTED this $26^{\text {th }}$ day of October 2018 by the following vote:
AYES: Directors -
NOES: Directors -
ABSTAIN: Directors -

ABSENT: Directors -

Approved:
Bruce McPherson, Chair

## Attachment A

Resolution No.
Page 2

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

## 2019

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

| $\bigcirc$ | January 25, 2019 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| :---: | :---: | :---: | :---: |
| 50.01 | February 22, 2019 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
|  | March 22, 2019 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| - | April 26, 2019 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| \% | May 17, 2019 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
|  | June 28, 2019 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
|  |  |  | there is no meeting in july |
|  | August 23, 2019 | 9:00am | Capitola City Council Chambers, 420 Capitola Ave., Capitola |
| $\bigcirc$ | September 27, 2019 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
| - | October 25, 2019 | 9:00am | Scotts Valley City Council Chambers, 1 Civic Center Drive, Scotts Valley |
| n- | November 15, 2019 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| - | December 13, 2019 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |

2019 Meeting Schedule Approved Under Resolution 18- $\qquad$ at the October 26, 2018 Board Meeting

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## 2019

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

| \%-19 | January 25, 2019 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| :---: | :---: | :---: | :---: |
| \%1 | February 22, 2019 | 9:00am | Capitola City Council Chambers, 420 Capitola Ave., Capitola |
| 장 | March 22, 2019 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| n- | April 26, 2019 | 9:00am | Scotts Valley City Council Chambers, 1 Civic Center Drive, Scotts Valley |
| ¢15 | May 17, 2019 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| Norsix | June 28, 2019 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
|  |  |  | there is no meeting in july |
| \% | August 23, 2019 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
|  | September 27, 2019 | 9:00am | Santa Cruz City Council Chambers, 809 Center St., Santa Cruz |
|  | October 25, 2019 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |
| Norrix | November 15, 2019 | 9:00am | Watsonville City Council Chambers, 275 Main St., Watsonville |
| Nonsix | December 13, 2019 | 9:00am | METRO Admin Offices, 110 Vernon Street, Santa Cruz |

2019 Meeting Schedule Approved Under Resolution 18- $\qquad$ at the October 26, 2018 Board Meeting

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OPEN HOUSES
A warm way to introduce our
agency to potential hires and
targeting current customers and
the community.
Watsonville Transit Center
$10 / 24 / 18$
Santa Cruz Pacific Station
$10 / 25 / 18$


HIRING OPEN HOUSE



## VERBAL PRESENTATION ONLY

# ORAL UPDATE ON EDUCATING THE PUBLIC ABOUT THE BENEFITS OF SENATE BILL 1 

Barrow Emerson<br>Planning and Development Director

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## VERBAL PRESENTATION ONLY

# ORAL UPDATE ON OCTOBER 17, 2018 SPECIAL BOARD MEETING 

Barrow Emerson Planning and Development Director

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DATE: October 26, 2018
TO: $\quad$ Board of Directors
FROM: Angela Aitken, Chief Financial Officer
$\begin{array}{ll}\text { SUBJECT: } & \text { ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL } \\ & \text { REPORT AS OF JULY 31, } 2018\end{array}$
I. RECOMMENDED ACTION

That the Board of Directors accept and file the Year to Date Monthly
Financial Report as of July 31, 2018

## II. SUMMARY OF ISSUES

- An analysis of Santa Cruz Metropolitan Transit District's (METRO) financial status is prepared monthly in order to inform the Board of Directors regarding METRO's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year.
- This staff report is the web-accessible companion document to the attached PowerPoint presentation titled "Year to Date Monthly Financial Report as of July 31, 2018."
- Staff recommends that the Board of Directors accept and file the attached report.


## III. DISCUSSION/BACKGROUND

Below are the written explanations of the various charts and graphs in the attached Year to Date Monthly Financial Report as of July 31, 2018. The fiscal year has elapsed 8\%.

Slide 1
(Cover) Year to Date Monthly Financial Report as of July 31, 2018

## Slide 2

FY19 Operating Revenue and Expenses for the Month Ending July 31, 2018

- Operating Revenues for the month are favorable by $\$ 777 \mathrm{~K}$
- Operating Expenses
- Labor Regular - favorable by \$207K
- Labor OT - unfavorable by \$80K
- Fringe Benefits - favorable by $\$ 97 \mathrm{~K}$
- Non-Personnel - favorable by $\$ 91 \mathrm{~K}$
- Total Operating Expenses - favorable by \$316K
- Transfers - favorable by $\$ 23 \mathrm{~K}$
- Operating Balance - favorable by $\$ 1,070 \mathrm{~K}$


## Slide 3

FY19 Operating Revenue and Expenses Year to Date as of July 31, 2018

- Operating Revenues Year to Date are favorable by $\$ 777 \mathrm{~K}$
- Operating Expenses
- Labor Regular - favorable by \$207K
- Labor OT - unfavorable by \$80K
- Fringe Benefits - favorable by \$97K
- Non-Personnel - favorable by $\$ 91 \mathrm{~K}$
- Total Operating Expenses - favorable by \$316K
- Transfers - favorable by \$23K
- Operating Balance - favorable by $\$ 1,070 \mathrm{~K}$


## Slide 4

FY19 Operating Revenue by Major Funding Source - Year to Date as of July 31, 2018

- Passenger Fares- actual is $\$ 923 \mathrm{~K}$ while budget is $\$ 866 \mathrm{~K}$
- Sales Tax Revenue (including Measure D)- actual is $\$ 2,223 \mathrm{~K}$ while budget is \$1,527K
- Other Revenue- actual is $\$ 70 \mathrm{~K}$ while budget is $\$ 44 \mathrm{~K}$
- Federal Op Assistance - actual is $\$ 67$ while budget is $\$ 0$.


## Slide 5

Favorable/ (Unfavorable) Revenue Variance to Budget Year to Date as of July 31, 2018

- Passenger Fares variance to budget is favorable by $\$ 56 \mathrm{~K}$ primarily due to:
- Highway 17 Fares over budget (monthly pass sales).
- Sales Tax Revenue variance to budget is favorable by $\$ 695 \mathrm{~K}$ as the Board of Equalization changed the way funds are disbursed, while the monthly budget allocations are based on last year's actual allocations. In the next few months the actual sales tax revenue and the budget will gradually align.
- Other Revenue variance to budget is favorable by $\$ 25 \mathrm{~K}$ primarily due to Advertising and Interest income.


## Slide 6

FY19 Operating Expenses by Major Expense Category Year to Date as of July 31, 2018

- Labor - Regular- actual is $\$ 1,224 \mathrm{~K}$ while budget is $\$ 1,431 \mathrm{~K}$
- Labor - OT - actual is $\$ 222 \mathrm{~K}$ while budget is $\$ 142 \mathrm{~K}$
- Fringe Benefits - actual is $\$ 1,681 \mathrm{~K}$ (of which $\$ 443 \mathrm{~K}$ is the Retirement Expense YTD) while budget is $\$ 1,778 \mathrm{~K}$
- Services - actual is $\$ 264 \mathrm{~K}$ while budget is $\$ 292 \mathrm{~K}$
- Mobile Materials \& Supplies - actual is $\$ 212 \mathrm{~K}$ while budget is $\$ 278 \mathrm{~K}$
- Other Expenses - actual is $\$ 216 \mathrm{~K}$ while budget is $\$ 213 \mathrm{~K}$.


## Slide 7

Favorable/ (Unfavorable) Expense Variance to Budget Year to Date as of July 31, 2018

- Labor - Regular variance to budget is favorable by $\$ 208 \mathrm{~K}$ due to:
- Vacant funded positions
- Extended unpaid leaves of absence
- Labor - OT variance to budget is unfavorable by $\$ 80 \mathrm{~K}$ due to vacant positions and extended leaves of absence in various departments.
- Fringe Benefits variance to budget is favorable by $\$ 97 \mathrm{~K}$ primarily due to lower medical and workers comp insurance costs.
- Services variance to budget is favorable by $\$ 28 \mathrm{~K}$ primarily due to Prof \& Tech Fees under budget.
- Mobile Materials \& Supplies variance to budget is favorable by \$66K due to Fuel/Lube Rev Veh.
- Other Expenses variance to budget is unfavorable by \$3K primarily due to Casualty \& Liability (Settlement Costs).


## Slide 8

FY19 Transfers Year to Date as of July 31, 2018

- Transfer to Capital Budget (2016 Net Sales Tax Measure D)- actual is $\$ 178 \mathrm{~K}$ while budget is $\$ 155 \mathrm{~K}$.
- Transfer to Capital Budget (2016 Net Sales Tax Measure D) variance to budget is favorable by $\$ 23 \mathrm{~K}$.


## Slide 9

FY19 Capital Budget Spending Year to Date (by Funding Source) as of July 31, 2018

- Total Capital Spending year to date is $\$ 158 \mathrm{~K}$; FY18 budget is $\$ 17.7 \mathrm{M}$
- Cal-OES Prop 1B Transits Security Grant spending (CTSGP) is $\$ 15 \mathrm{~K}$
- Federal Capital Grants (FTA) spending is $\$ 59 \mathrm{~K}$
- Measure D spending is \$47K
- State Transits Assistance (STA -SB-1-FY18) spending is \$11K
- State - PTMISEA (1B) spending is $\$ 26 \mathrm{~K}$.


## Slide10

FY19 Capital Budget Spending Year to Date as of July 31, 2018

- Total Capital Projects spending year to date is $\$ 158 \mathrm{~K}$; FY18 budget is $\$ 17.7 \mathrm{M}$
- Construction Related Projects spending is $\$ 40 \mathrm{~K}$ for the following projects:
- Metrobase Project - Judy K. Souza - Operations Bldg.
- Transit Security Projects
- Revenue Vehicle Replacements spending is $\$ 64 \mathrm{~K}$ for the following projects:
- Electric Bus (3), Infrastructure and Project Management (FTA 5339c FY16)
- Paracruz Van Replacements (11) (FTA 5339a FY15/16)
- Capitalized Lease (3 New Flyer Buses) - Year 2
- Bus Repaint Campaigns (36) (FTA 5339a FY14)
- Paratransit Vehicle (1) (FTA 5310 FY13/14)
- Capitalized Lease - 3 New Flyer Buses - External Announcement System Programming Patch (Clever Devices)
- Non-Revenue Vehicle Replacements spending is $\$ 55 \mathrm{~K}$ for the following project:
- Propane Fueled Tow Motor (FTA 5339a FY14)


## Slide 11

(Cover Sheet) - Additional Information
Slide 12
Additional Information for the Month of July 2018

- Unemployment Rate \% in Santa Cruz County is 4.2\%
- \$ Gasoline per Gallon for the San Francisco-Oakland-San Jose area is \$3.79
- Monthly Ridership - Without UCSC (Cabrillo, Highway 17 and Fixed Route) has decreased in July 2018.


## Slide 13

FY19 Operating Revenue, Expenses, and Transfers Year to Date as of September 30, 2018: Preliminary

- Revenue - unfavorable by \$180K
- Operating Expenses:
- Personnel Expenses - favorable by $\$ 779 \mathrm{~K}$
- Non-Personnel - favorable by $\$ 865 \mathrm{~K}$
- Total Operating Expenses - favorable by $\$ 1,644 \mathrm{~K}$
- Transfers - unfavorable by $\$ 174 \mathrm{~K}$
- Operating Balance - favorable by $\$ 1,637 \mathrm{~K}$

Slide 14
(Cover Sheet) - FY19 \& FY20 Non-Controllable Budget Risks as of October 15, 2018

## Slide 15

FY19 \& FY20 Non-Controllable Budget Risks (exceeding \$200K)

- SB1 Repeal Risk; New TDA-STA PUC 99313 \& 99314; New TDA -STA-SGR Revenue
- Operating Budget-TDA-STA-SB1-100\% of the SB1 is at risk due to potential voter repeal - \$1.4M and \$1.3M at risk, in FY19 and FY20, respectively.
- Capital Budget-TDA-STA-SB1-SGR-100\% of the SB1-SGR is at risk due to potential voter repeal - \$671K at risk, in both FY19 and FY20 (as per Revised SCO estimate dated 8/01/18).
- Capital Budget- SB1-LPP-100\% is at risk due to potential voter repeal \$314K at risk, in both FY19 and FY20.
- Total SB1 Repeal Operating and Capital Budget Risk is $\$ 2,385 \mathrm{~K}$ in FY19 and $\$ 2,285 \mathrm{~K}$ in FY20.


## IV. FINANCIAL CONSIDERATIONSIIMPACT

Favorable budget variances in Operating Revenues and Expenses contributed to higher than anticipated Transfer to Capital Budget and favorable budget variance in Operating Balance, Year to Date as of July 31, 2018.

Non-Controllable budget risks currently exist that could have a significant impact to the operating and capital budgets. Staff will have more information about the potential SB1 voter repeal (Proposition 6) issue later in the year.

## V. ALTERNATIVES CONSIDERED

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

Attachment A: Year to Date Monthly Financial Report as of July 31, 2018 Presentation

Attachment B: FY19 Capital Budget Project Status Report as of July 31, 2018

Prepared By: Kristina Mihaylova, Sr. Financial Analyst

## VII. APPROVALS:

Approved as to fiscal impact:
Angela Aitken, Chief Financial Officer

Alex Clifford, CEO/General Manager


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Attachment A
Year to Date Monthly Financial Report
as of July $\mathbf{3 1 , 2 0 1 8}$
Santa Cruz METRO Board of Directors
October 26,2018
Angela Aitken, Chief Financial Officer

FY19 Operating Revenue and Expenses 2018 8\% of Fiscal Year Elapsed

$N$
$\mathbf{N}$
$\mathbf{N}$

$\$ 3,215$
$\$ 1,224$
$\$ 222$
$\$ 1,681$
$\$ 692$
$\$ 3,819$
$(\$ 178)$
$(\$ 782)$
FY 19 Operating Revenue and Expenses $\frac{\text { Year to Date as of July 31, } 2018}{8 \% \text { of Fiscal Year Elapsed }}$

| \$ In Thousands | Actua | Budget | Budget to Actual Favorable/ (Unfavorable) |
| :---: | :---: | :---: | :---: |
| Operating Revenue: | \$3,215 | \$2,438 | \$777 |
| Operating Expenses: |  |  |  |
| Labor - Regular | \$1,224 | \$1,431 | \$207 |
| Labor - Overtime | \$222 | \$142 | (\$80) |
| Fringe Benefits | \$1,681 | \$1,778 | \$97 |
| Non-Personnel Expenses | \$692 | \$783 | \$91 |
| Total Operating Expenses: | \$3,819 | \$4,135 | \$316 |
| Transfers: | (\$178) | (\$155) | \$23 |
| Operating Balance: | (\$782) | (\$1,852) | \$1,070 |

Attachment A
FY19 Operating Revenue by Major Funding Source
$\frac{\text { Year to Date as of J uly 31, } 2018}{\text { 8\% of Fiscal Year Elapsed }}$


Attachment A
$\frac{\text { Favorable/(Unfavorable) Revenue Variance to Budget }}{\frac{\text { Year to Date as of July } 31,2018}{8 \% \text { of Fiscal Year Elapsed }}}$


Attachment A
$\frac{\text { FY } 19 \text { Operating Expenses by Major Expense Category }}{\frac{\text { Year to Date as of July 31, } 2018}{8 \% \text { of Fiscal Year Elapsed }}}$


Attachment A


## Attachment A

FY 19 Transfers
$\frac{\text { Year to Date as of July 31, } 2018}{8 \% \text { of Fiscal Year Elapsed }}$

Ery9 Capita Busage:
Spending Year to Date (by Funding Source) as of J uly 31, 2018 8\% of Fiscal Year Elapsed

|  | Actua | otal FY19 | \% Spent Y/D |
| :---: | :---: | :---: | :---: | :---: |
| Total Capital Funding: | $\mathbf{\$ 1 5 8 , 0 7 0}$ | $\mathbf{\$ 1 7 , 6 9 0 , 0 5 9}$ | $\mathbf{1 \%}$ |


|  | Actua | otal FY19 | \% Spent Y/D |
| :---: | :---: | :---: | :---: | :---: |
| Total Capital Funding: | $\mathbf{\$ 1 5 8 , 0 7 0}$ | $\mathbf{\$ 1 7 , 6 9 0 , 0 5 9}$ | $\mathbf{1 \%}$ |

$\$ 17,690,059$
Cal-OES Prop 1B
Transit Security Grant
Funds (CTSGP), $\$ 15 \mathrm{~K}$

|  | Actual | Total FY19 | \% Spent YTD |
| :---: | :---: | :---: | ---: | ---: |
|  | Y/D | Budget |  |
| Total Capital Funding: | $\mathbf{\$ 1 5 8 , 0 7 0}$ | $\mathbf{\$ 1 7 , 6 9 0 , 0 5 9}$ | $\mathbf{1 \%}$ |


|  | Actua | otal FY19 | \% Spent Y/D |
| :---: | :---: | :---: | :---: | :---: |
| Total Capital Funding: | $\mathbf{\$ 1 5 8 , 0 7 0}$ | $\mathbf{\$ 1 7 , 6 9 0 , 0 5 9}$ | $\mathbf{1 \%}$ |

State - PTMI SEA (1B), $\begin{gathered}\text { Federal Capital Grants } \\ \text { (FTA), } \$ 59 \mathrm{~K}\end{gathered}$
Actual YTD

Additional Information
\$ Gasoline per Gallon
San Francisco - Oakland - San J ose


spuesnouı


## Without UCSC

Monthly Ridership -

250
$\stackrel{\circ}{\mathrm{N}}$
$\stackrel{\circ}{i} \underset{\sim}{\circ} \stackrel{i}{\text { in }}$
spuesnoul
FY 19 Operating Revenue, Expenses, and Transfers: Year to Date as of September 30, 2018: PRELI MI NARY iscal Year Elapsed
Actual Bu Budget
Budget to
Actual
(Ungorable/
(Unfavorable)


| f 0 -8 8 |
| :---: |

Attachment A


Attachment A
FY19 \& FY20
Non-Controllable Budget

Operating Budget:
(\$1.3M)


## 

(\$1.4M)
(\$671K)*
( $\boldsymbol{y}_{\downarrow}$ LE\$)

Attachment A

| $n$ |
| :--- |
| 0 |
| 1 |
| 0 |
| 0 |
| 0 |



Attachment B



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DATE: October 26, 2018
TO: $\quad$ Board of Directors


FROM: Isaac Holly, I.T. and Intelligent Transportation Systems Director

## SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO GMV SYNCROMATICS FOR PURCHASE AND INSTALLATION OF AN INTELLIGENT TRANSPORTATION SYSTEM NOT TO EXCEED \$2,200,000

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a contract with GMV Syncromatics for Purchase and Installation of an Intelligent Transportation System in an amount not to exceed \$2,200,000

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for an Intelligent Transportation System for its fixed-route fleet.
- A formal request for proposals was conducted to solicit proposals from qualified firms. Seven firms submitted proposals for METRO's review.
- An eight-member evaluation team composed of METRO staff reviewed and evaluated the proposals, and is recommending an award to GMV Syncromatics.
- The authorized amount will also fund the APC, Vehicle Health Monitoring and Pre-Trip Inspection options.


## III. DISCUSSION/BACKGROUND

On-board technology in the transit industry has developed rapidly over the past decade. These technologies have afforded transit operators the ability to utilize detailed data to optimize services and offer an array of conveniences to their riders.

METRO has already adopted some elements that comprise an ITS such as an Audio/Visual Annunciation System (AVAS) in 2002 and more recently an onboard Surveillance System for its Fixed Route and ParaCruz fleet. METRO has had the need to incorporate additional ITS technologies most specifically Automatic Vehicle Location (AVL) which includes Real Time Passenger Mobile Applications and options such as Automated Passenger Counter (APC) systems to maximize operational efficiency and customer amenity.

On June 22, 2018, the Board authorized staff to issue a Request for Proposals for Purchase and Installation of an Intelligent Transportation System. On August 7, 2018, METRO legally advertised and distributed Request for Proposals (RFP) No. 19-08 to 42 firms, posted notice on its website, and sent email notices to all GovDelivery subscribers. On September 21, 2018, proposals were received and opened from seven firms. A list of these firms is provided in Attachment A.

An eight-member evaluation team composed of METRO staff has reviewed and evaluated the proposals.

The evaluation team used the following criteria as contained in the Request for Proposals:

Table 1:

| Evaluation Criteria | Points |  |  |
| :--- | :---: | :---: | :---: |
| Proposer's Information and References | 15 |  |  |
| License | 10 |  |  |
| Personnel | 15 |  |  |
| Similar Projects | 15 |  |  |
| System Capabilities and Specifications | 40 |  |  |
| Expansion Capabilities and Other Options | 20 |  |  |
| Installation | 30 |  |  |
| Training | 10 |  |  |
| Warranty / Support | 15 |  |  |
| Project Schedule / Benchmarks | 15 |  |  |
| Project Budget | 40 |  |  |
| Total Points Possible |  |  | $\mathbf{2 2 5}$ |

GMV Syncromatics was determined to be the highest ranking firm. Staff is recommending that the Board of Directors authorize the CEO to execute a contract on behalf of METRO with GMV Syncromatics for the Purchase and Installation of an Intelligent Transportation System in an amount not to exceed $\$ 2,200,000$. This not to exceed value would add the optional APC, Vehicle Health Monitoring and Pre-Trip Inspection components to the base AVL, AVAS and Real Time Passenger Information(RTPI) including Mobile Applications. Contractor will provide all services meeting all METRO's specifications and requirements of the contract. Isaac Holly, I.T. and Intelligent Transportation Systems Director, will serve as the Contract Administrator and will ensure contract compliance.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

Grant funds in the amount of $\$ 1,400,000$ have been approved by the California Transportation Commission (CTC) for programming in FY19 with a local match of State Transit Assistance (STA) funds in the amount of $\$ 181,385$ for a total approved budget of $\$ 1,581,385$.
Staff is recommending that the Board authorize the CEO up to an additional $\$ 618,615$ for a total not to exceed budget of $\$ 2,200,000$ to fund the options.
Staff would need to identify capital resources to fund these options. Should additional funding not be identified, staff will only proceed with the base system which is within the originally approved budget.
Staff is currently negotiating final pricing with the vendor. The table below outlines the estimated contract value based on the vendor's initial proposal:
Table 2:

| Base System | AVL, AVAS and RTPI | $\$ 1,504,000$ |
| :--- | :--- | :--- |
| Options | APC, Vehicle Health Monitoring and Pre- <br> Trip Inspection Module | $\$ 696,000$ |
| Budget | Total Estimated Budget | $\$ 2,200,000$ |

If the CEO does not authorize the additional $\$ 618,615$, the agency will choose for now to forgo the optional features noted in Table 2.

## v. ALTERNATIVES CONSIDERED

The Board could choose not to award the contract to the vendor selected by METRO staff and instead direct staff to:

- Reissue an RFP:
o METRO staff does not recommend this alternative. The evaluation team was methodical in its review process and clearly identified GMV Syncromatics as the best vendor for this project.
o Additionally, Proposition 6 threatens the SB 1 based grant funding source for this project. Therefore, it is vital that we have an executed contract in place prior to the November 6, 2018 election so that we have made our best effort to lock in this funding.
The Board could choose not to approve funding for the options:
- METRO staff does not recommend this alternative. We would sacrifice the opportunity to deploy a complete ITS solution which would provide invaluable
planning data, real time vehicle health information and enhanced customer amenity.


## VI. ATTACHMENTS

Attachment A: List of Responding Firms

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

Prepared by: Isaac Holly, I.T. \& Intelligent Transportation Systems Director Joan Jeffries, Administrative Specialist

## VII. APPROVALS:

Isaac Holly, I.T. and Intelligent
Transportation Systems Director

Approved as to fiscal impact:
Angela Aitken, Chief Financial Officer


Alex Clifford, CEO/General Manager


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## Attachment A



Responding Firms for RFP No. 19-08

# Purchase and Installation of an Intelligent Transportation System 

## Received by September 21, 2018 at 5:00 PM

| Avail Technologies, Inc. | State College | PA |
| :--- | :--- | :--- |
| Bishop Peak Technology, Inc. | San Luis Obispo | CA |
| Clever Devices Ltd. | Woodbury | NY |
| Connexionz Ltd. | Valencia | CA |
| DoubleMap | Indianapolis | IN |
| GMV Sycromatics | Los Angeles | CA |
| Strategic Mapping Inc. | Toronto | ON |

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DATE: October 26, 2018
TO: Board of Directors
FROM: Ciro Aguirre, Chief Operations Officer

# SUBJECT: CONSIDERATION OF AUTHORIZING CEO TO ENTER INTO MEMORANDA OF AGREEMENTS WITH THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY (VTA) FOR THE TRANSFER OF TEN (10) 2014 GILLIG DIESEL ELECTRIC HYBRID EXPRESS BUSES, AND THE SALE OF FOUR (4) 2002 DIESEL NEW FLYER ARTICULATED BUSES 

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute Memoranda of Agreements with VTA allowing for the transfer of ten Diesel Electric Hybrid Express buses and the purchase of four Diesel Articulated buses.

## II. SUMMARY

- The Santa Clara Valley Transportation Authority (VTA) and Santa Cruz Metropolitan Transit District (METRO) operate a commuter transit bus service known as the Highway 17 Express Service.
- The VTA, in addition to subsidizing this service, has in past years contributed to the service via the purchase of Express Buses to be used on the Highway 17 Express Service.
- In 2016, a proposal was made by METRO to VTA to include six (6) Over The Road (OTR) buses as part of the Measure B Transportation Improvement tax initiative. This provision was later removed.
- As part of VTA's commitment to the Highway 17 Express Service, VTA extended an offer to METRO to provide ten (10) 2014 Suburban Express buses to be used to replace METRO's aging 2003 Orion CNG Suburban Express buses.
- VTA has also agreed to the sale of four (4) 2002 New Flyer Diesel Articulated buses to be used on METRO's fixed routes that serve UCSC.
- Staff is requesting that the Board authorize the CEO to enter into Memoranda of Agreements relating to the transfer/sale of these buses for use by METRO.


## III. DISCUSSION/BACKGROUND

Since 1989, the Santa Clara Valley Transportation Authority (VTA) and Santa Cruz Metropolitan Transit District (METRO) have operated a commuter transit
bus service between Santa Cruz County and Santa Clara County via the Highway 17 corridor. The Highway 17 Express Service was established under a Joint Powers Authority (JPA) agreement executed on November 11, 1999. The Highway 17 Express Service has been subsidized by VTA and, in addition to providing a subsidy for this service, VTA has contributed generously through additional purchases of buses (In 2010, VTA purchased five (5) New Flyer Suburban buses) for use on this Express Service by METRO.
In 2014, VTA and its partners considered a possible new tax measure because the need for transportation improvements was far greater than available funding. Envision Silicon Valley was a program created to provide Santa Clara County residents with a better understanding of transportation needs. The program promoted items specific to transportation, such as: Enhancing Safety - Providing Congestion Relief and Improving Transportation Efficiency - Expanding Transportation Choices and Improving Travel Experience - Expanding Transit Ridership and Continuing to Promote Quality Transit for Everyone.
In 2016, as part of VTA's call for projects, METRO submitted a request for six (6) Over the Road (OTR) coaches that would contribute to improving the commuter's ride experience, and help in reducing congestion on the Highway 17 Express corridor. Initially, the proposed ballot measure included the six buses, but that was later removed from the final ballot measure.

In early 2018, VTA expressed an interest in transferring to METRO ten (10) 2014 Gillig Diesel Electric Hybrid Suburban style buses that were being used on VTA's Express routes. VTA acquired these buses through the 2006 Proposition 1B Public Transportation, Modernization, Improvement, and Service Enhancement Account (PTMISEA) funding. In previous discussions with VTA, METRO expressed its need for newer buses to replace some of its ageing fleet of Highway 17 Express Service buses.
Recently, VTA experienced a change in its Express Service paradigm, and as a result will have ten (10) of these diesel electric hybrid buses available for transfer: five (5) by end of 2018, and an additional five (5) by mid-year 2019. There is no purchase price for these ten (10) buses due to the type of grant used to acquire them, but the buses must be placed in a Commuter Express service. The buses are similar in design configuration to METRO's Highway 17 fleet, and because of the specific single door configuration of the bus, they are not feasible for Fixed Route service use by VTA, but are well configured for METRO's Highway 17 Express Service. These Diesel Electric Hybrid buses will provide much needed newer equipment that will assist in reducing aging fleet numbers for METRO's strategic bus replacement plan. Additionally, the Diesel/Electric propulsion system on these hybrid buses will allow for METRO's mechanics and staff to begin familiarization with electric propulsion in anticipation of the Proterra electric buses METRO anticipates receiving in 2019.
With the success of the articulated buses currently being leased for METRO fixed routes serving the University of California Santa Cruz (UCSC), METRO
requested the purchase of articulated buses that VTA is decommissioning. VTA agreed to allow the purchase of four (4) 2002 New Flyer Diesel Articulated buses they currently have in service, for a purchase price of one dollar (\$1.00) each.
VTA will require that METRO pay the cost of decommissioning the bus. Decommissioning includes: removal of logos, backend electronic devices and related labor costs.
Staff is recommending that the Board authorize the CEO to enter into the agreements required for the transfer and sale of these units.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

METRO has agreed to offset costs to having all fourteen (14) buses decommissioned by VTA. METRO will also be coordinating and funding the retrofit of these buses in order to meet specific service demands for Highway 17 Express Service and UCSC fixed route service. Costs for decommissioning and retrofitting the buses are estimated to be $\$ 1$ million, which will be funded from METRO's Bus Replacement Fund.

## V. ALTERNATIVES CONSIDERED

- Do not approve transfer of the ten (10) buses - Not recommended. Approximately 50\% of the current Suburban fleet used on the Highway 17 Express Service is of 2003 vintage, 15 years of age. VTA buses are 2014 vintage and will be used to offset aging Commuter Service fleet. This fleet transfer is a rare opportunity.
- Refurbish existing Orion Fleet - Not recommended. Parts for the Orion buses are becoming harder to acquire since the company is no longer in service. There is also the issue of Compressed Natural Gas tanks that will need replacement at significant cost.
- Do not approve purchase of four (4) articulated buses - Not recommended. The UCSC Articulated Bus pilot program has proven to be successful in meeting transport load demands. Buses currently used are leased, at significant cost. Implementation by METRO of articulated buses will improve meeting service demand to the University.


## VI. ATTACHMENTS

| Attachment A: | Memorandum of Agreement VTA / METRO Asset Transfer of <br> Used Surplus Transit Coaches |
| :--- | :--- |
| Attachment B: | Memorandum of Agreement VTA / METRO for Sale of Used <br> Surplus Transit Coaches |
| Attachment C: | Memorandum of Agreement Tire Sale |

## Attachment D: VTA Board Memorandum 10/04/2018

Prepared by: Ciro Aguirre, Chief Operations Officer

## VII. APPROVALS:

Cir Aguirre, Chief Operations Officer


Approved as to fiscal impact: Angela Aitken, Finance Manager


Alex Clifford, CEO/General Manager


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MEMORANDUM OF AGREEMENT<br>BETWEEN<br>SANTA CLARA VALLEY TRANSPORTATION<br>AND<br>SANTA CRUZ METROPOLITAN TRANSIT DISTRICT<br>FOR<br>ASSET TRANSFER<br>OF<br>USED SURPLUS TRANSIT COACHES

This memorandum of agreement ("Agreement") is made and entered into by and between the Santa Clara Valley Transportation Authority ("VTA") and Santa Cruz Metropolitan Transit District ("SCMTD") (individually, a "Party" and collectively, "the Parties").

## RECITALS

WHEREAS, VTA purchased fifteen (15) 2014 Gillig 40’ Hybrid Express Buses (hereinafter "Express Buses)" or "Coach(es)"), which were acquired in 2014 under a transit capital project and funded through 2006 Proposition 1B Public Transportation, Modernization, Improvement, and Service Enhancement Account ("PTMISEA") funds;

WHEREAS, SCMTD has a current need for transit coaches to support its: (i) operations of the Highway 17 Commuter Service in partnership with VTA, AMTRAK, Capitol Corridor Joint Powers Authority and Caltrans under a Joint Powers Agreement (JPA); ${ }^{1}$ and (ii) Highway 17 Commuter Service, which connects Santa Cruz directly to San Jose State University;

WHEREAS, VTA has a surplus of Express Buses;
WHEREAS, VTA would like to transfer to SCMTD ten (10) of the fifteen (15) Express Buses that were funded through PTMISEA funds;

WHEREAS, VTA is requesting, through a Corrective Action Plan ("CAP"), authorization from the Caltrans Division of Rail and Mass Transportation ("DRMT") to transfer 10 Express Buses to SCMTD;

NOW, THEREFORE, the Parties agree as follows:

## AGREEMENT

## 1. ASSET TRANSFER OF TEN (10) USED, SURPLUS TRANSIT COACHES

VTA hereby agrees to transfer to SCMTD, and SCMTD agrees to accept the following ten (10) Express Buses.

[^3]Page $\mathbf{1}$ of $\mathbf{7}$

| VEHICLE <br> NUMBER | YEAR | VEHICLE DESCRIPTION | VIN NUMBER | $\begin{gathered} \text { VTA } \\ \text { ASSET } \\ \text { NUMBER } \end{gathered}$ | ESTIMATED SCMTD COACH PICK-UP DATE | STRAIGHTLINE DEPRECIATION RESIDUAL VALUE OF THE COACHES BASED ON SCMTD PICK-UP DATE | COACH DECOMMISSIONING FEE, MECHANICS LABOR ONLY |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4201 | 2014 | Gilllig 40' Hybrid | 15GGD3018E1184708 | 1005253 | 11/9/2018 | \$409,126.27 | \$3,992.52 |
| 4202 | 2014 | Gilllig 40' Hybrid | 15GGD301XE1184709 | 1005254 | 11/9/2018 | \$409,126.27 | \$3,992.52 |
| 4203 | 2014 | Gilllig 40' Hybrid | 15GGD3016E1184710 | 1005278 | 11/9/2018 | \$409,126.27 | \$3,992.52 |
| 4204 | 2014 | Gilllig 40' Hybrid | 15GGD3018E1184711 | 1005255 | 12/7/2018 | \$404,298.72 | \$3,992.52 |
| 4205 | 2014 | Gilllig 40' Hybrid | 15GGD301XE1184712 | 1005256 | 12/7/2018 | \$404,298.72 | \$3,992.52 |
| 4206 | 2014 | Gilllig 40' Hybrid | 15GGD3011E1184713 | 1005279 | 12/7/2018 | \$404,298.72 | \$3,992.52 |
| 4207 | 2014 | Gilllig 40' Hybrid | 15GGD3013E1184714 | 1005267 | 1/4/2019 | \$399,471.17 | \$3,992.52 |
| 4208 | 2014 | Gilllig 40' Hybrid | 15GGD3015E1184715 | 1005268 | 1/4/2019 | \$399,471.17 | \$3,992.52 |
| 4209 | 2014 | Gilllig 40' Hybrid | 15GGD3017E1184716 | 1005269 | 2/28/2019 | \$389,816.07 | \$3,992.52 |
| 4210 | 2014 | Gilllig 40' Hybrid | 15GGD3019E1184717 | 1005270 | 2/28/2019 | \$389,816.07 | \$3,992.52 |
| TOTAL |  |  |  |  |  |  | \$31,940.16 |
| 9.25\% SALES TAX, NOT APPLICABLE AS DECOMMISSIONING COSTS ARE FOR MECHANIC LABOR ONLY |  |  |  |  |  |  | N/A |
| GRAND TOTAL |  |  |  |  |  |  | \$31,940.16 |

## 2. DECOMMISSIONING COSTS AND METHOD OF PAYMENT

The total fee in connection with this asset transfer shall be $\$ 31,940.16$, to be paid by wire transfer to VTA prior to SCMTD's removal of the Express Buses. VTA will send bank information for the wire transfer in a separate email. The term "removal," as used in this Section 2, shall refer to the act of SCMTD (or its designated agent) entering upon VTA property to remove the Coaches.

## 3. REMOVAL OF COACHES

Removal shall be at the sole expense, liability, and risk of SCMTD. Per the estimated schedule in the table set forth in Section 1, SCMTD must remove the Coaches no later than five (5) working days after SCMTD's proof of title transfer to VTA. Further, SCMTD must provide at least 48 hours advance notice (via a phone call) to VTA’s Maintenance Superintendent, Chris Finstad, at (408) 546-7731, so that the parties can coordinate a pick-up time for the Coaches. SCMTD's removal of the Coaches from VTA's property shall constitute acceptance.

## 4. CONVEYANCE OF TITLE

VTA will sign and release the pink slips for each Coach upon receipt of full payment. Title shall pass to SCMTD upon full payment to VTA.

VTA, will retain the exempt plate for each Coach, and SCMTD must register and pay any applicable registration fees due and payable to the California Department of Motor Vehicles for each Coach’s license plate and registration.

## 5. AS-IS PURCHASE

It is understood and agreed that: (a) VTA is transferring and SCMTD is receiving the Coaches on an "AS-IS WITH ALL FAULTS" condition, and (b) VTA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY VTA IS A WARRANTY THAT VTA IS THE OWNER OF THE COACHES.

## 6. RELEASE

SCMTD assumes all risks and liability whatsoever resulting from the possession, use, or disposition of the Coaches. VTA will have no liability with respect to Coaches, including having no liability for indirect, incidental, or consequential damages.

SCMTD hereby fully releases VTA from, and irrevocably waives its right to maintain, any and all claims and causes of action that SCMTD may now have or hereafter acquire against VTA arising from, related to, or caused by any defects, errors, omissions, or any other conditions affecting the Coaches.

## 7. REMAINING WARRANTY COVERAGE

Any remaining warranty coverage on the Coaches is set forth in Exhibit A, attached hereto. SCMTD must contact the manufacturer directly for any warranty claims or issues. SCMTD shall not contact VTA concerning any warranty issues.

## 8. INDEMNITY

SCMTD shall indemnify, defend, and hold harmless VTA, its board members, officers, agents, employees, and consultants (collectively, the "Indemnitees") from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, or fees and costs (including attorneys' and experts' fees and costs) (each a "Claim" and collectively "Claims") arising out of, pertaining to, caused by, or in any way relating to the following (whether such Claims are based upon a contract, personal injury, death, property damage, or any other legal or equitable theory whatsoever):
a. SCMTD entering VTA's premises and removing the Coaches; or (ii) SCMTD's possession or use of the Coaches after consummation of the asset transfer transaction;
b. SCMTD's removal of the Coaches' existing tires and the installation of the SCMTD's tires onto the Coaches (if applicable); and
c. Any subsequent owner or operator's use of the Coaches; or (ii) the presence of the Coaches on the premises of any subsequent owner or operator thereof.

## Attachment A

## 9. CALIFORNIA AIR RESOURCE BOARD REGULATIONS

Disclosure of Regulation Applicability: An on-road heavy-duty diesel or alternativediesel vehicle operated in California may be subject to the California Air Resources Board ("CARB") regulations to reduce particulate matter and criteria pollutant emissions from in-use heavy-duty diesel vehicles. Therefore, an on-road heavy-duty diesel or alternative-diesel vehicle could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

Accordingly, SCMTD is charged with complying with CARB's mandatory annual reporting requirements (and any other CARB requirements) regarding the diesel fleet emissions for the Coaches. SCMTD is required to consult with CARB to determine its compliance obligations in connection with the Coaches. See also Section 10 (iii) below.

More information can be found on the California Air Resources Board website at https://www.arb.ca.gov/dieseltruck.

## 10. PTMISEA CERTIFICATIONS and ASSURANCES

As a condition of receipt of PTMISEA bond funds, VTA, as a project sponsor, is required to comply with the PTMISEA Bond Program Certifications and Assurances. Because SCMTD will be receiving the Coaches that VTA purchased with PTMISEA funds, SCMTD shall hereafter be required to comply with the Certifications and Assurances, attached hereto as Exhibit B. Given its role as the new project sponsor, SCMTD is required to consult with Caltrans DRMT's PTMISEA Program Administrator to determine SCMTD's obligations under the Certifications and Assurances.

In accordance with the Certifications and Assurances, SCMTD must continue to ensure that:
(i) The Coaches remain in operation for their useful life, ${ }^{2}$ as that term is defined by the FTA and as set forth in the FTA Circular 5010.1E, "Award Management Requirements;"
(ii) The Coaches are used to provide public transit services to the public, as intended by the original legislation Senate Bill 1266 (Perata) Chaptered into law May 16, 2006 (See Chapter 12.49 - The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, Article 2, 8879.23 (f)(1)); and
(iii) Per PTMISEA Guidelines, Section 12 "Project Review, Approval and Adoption" (attached hereto as Exhibit B), SCMTD must follow the CARB's regulations on transit equipment and emissions.

[^4]
## Attachment A

## 11. PARTS MANUALS/ACCESS TO MAINTENANCE RECORDS

VTA shall provide, at no additional charge to SCMTD, VTA's maintenance records for the Coaches upon the date of removal of the Coaches from VTA property. Additionally, VTA shall provide SCMTD with the applicable parts manuals at no additional charge

## 12. GENERAL PROVISIONS

a. Governing Law. The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.
b. Forum Selection. Any lawsuit or legal action arising from this Contract shall be commenced and prosecuted in the courts of Santa Clara County,
California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
c. Nonwaiver. Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder shall not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.
d. Severability. If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
e. Entire Agreement. This Agreement constitutes the entire contract between VTA and SCMTD relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
f. Amendments. Except as expressly provided herein, the provisions of this Agreement cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and SCMTD.
g. Compliance with Applicable Law. In the performance of the Services, SCMTD and its contractors (if applicable) shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.

## Attachment A

h. Incorporation of Exhibits and Attachments. All exhibits and attachments referenced in this Contract are incorporated herein by this reference.
i. Binding on Successors. All the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.
j. Authorized Representatives, Notices, and Points of Contact. The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

## I. AUTHORIZED REPRESENTATIVES:

## VTA:

Thor Vue
Chief Procurement Officer
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
thor.vue@vta.org

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT:<br>Alex Clifford<br>CEO/General Manager<br>110 Vernon Street<br>Santa Cruz, CA 95050<br>(831) 426-6080<br>AClifford@scmtd.com

II. NOTICES: Notices shall be in writing and addressed to the Authorized Representatives at the address set forth above.
III. POINTS OF CONTACT: The Points of Contact listed below are authorized to communicate regarding agreement matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

## VTA:

Keisha Carnahan
Senior Contract Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
(408) 321-7194
keisha.carnahan@vta.org

## Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT:<br>Alex Clifford<br>CEO/General Manager<br>110 Vernon Street<br>Santa Cruz, CA 95050<br>(831) 426-6080<br>AClifford@scmtd.com

IV. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative or Point of Contact stated above.

In witness whereof, VTA and SCMTD have executed this Agreement as of the last date set forth below ("Effective Date").

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

| Nuria I. Fernandez | Date |
| :--- | :--- |
| General Manager/CEO |  |

Signature Date

Alex Clifford
Printed Name

Title

## Approved as to Form:

Caroline Kim Date
Assistant Counsel

## EXHIBIT A

## REMAINING WARRANTY COVERAGE

## Attachment A

## Exhibit A

| VEHICLE NUMBER | MANUFACTURER | VIN NUMBER | VTA ASSET NUMBER | CURRENT <br> MILEAGE | WARRANTY <br> START DATE | ACTM/PSR WARRANTY EXPIRATION | ISG WARRANTY EXPIRATION | PCS WARRANTY EXPIRATION | SCU WARRANTY EXPIRATION | ESS WARRANTY EXPIRATION | BASE ENGINE WARRANTY EXPIRATION | Structural Integrity/ Corrosion / Fatigue - Class 1 or Class 2 Failure WARRANTY EXPIRATION |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4201 | GILLIG | 15GGD3018E1184708 | 1005253 | 110,217 | 10/23/14 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/26 |
| 4202 | GILLIG | 15GGD301XE1184709 | 1005254 | 107,279 | 10/28/14 | 10/28/19 | 10/28/19 | 10/28/19 | 10/28/19 | 10/28/19 | 10/28/19 | 10/28/26 |
| 4203 | GILLIG | 15GGD3016E1184710 | 1005278 | 114,711 | 11/07/14 | 11/07/19 | 11/07/19 | 11/07/19 | 11/07/19 | 11/07/19 | 11/07/19 | 11/07/26 |
| 4204 | GILLIG | 15GGD3018E1184711 | 1005255 | 114,457 | 10/23/14 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/26 |
| 4205 | GILLIG | 15GGD301XE1184712 | 1005256 | 118,475 | 10/28/14 | 10/28/19 | 10/28/19 | 10/28/19 | 10/28/19 | 10/28/19 | 10/28/19 | 10/28/26 |
| 4206 | GILLIG | 15GGD3011E1184713 | 1005279 | 108,423 | 10/23/14 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/26 |
| 4207 | GILLIG | 15GGD3013E1184714 | 1005267 | 108,579 | 10/23/14 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/19 | 10/23/26 |
| 4208 | GILLIG | 15GGD3015E1184715 | 1005268 | 111,019 | 10/22/14 | 10/22/19 | 10/22/19 | 10/22/19 | 10/22/19 | 10/22/19 | 10/22/19 | 10/22/26 |
| 4209 | GILLIG | 15GGD3017E1184716 | 1005269 | 112,344 | 10/24/14 | 10/24/19 | 10/24/19 | 10/24/19 | 10/24/19 | 10/24/19 | 10/24/19 | 10/24/26 |
| 4210 | GILLIG | 15GGD3019E1184717 | 1005270 | 110,212 | 10/22/14 | 10/22/19 | 10/22/19 | 10/22/19 | 10/22/19 | 10/22/19 | 10/22/19 | 10/22/26 |

# Extended Warranty Coverage for HDS200 \& HDS300 HybriDrive ${ }^{\circledR}$ System 

| Covered Components of the HybriDrive ${ }^{\text {® }}$ System |  | Duration |
| :---: | :---: | :---: |
| Standard Hardware | Alternating Current Traction Motor and Gearbox (ACTM/PSR) | 5 Years, 300,000 Miles for Quality and Workmanship When an Extended Warranty Program is Purchased |
|  | Integrated Starter Generator (ISG) |  |
|  | Propulsion Control System (PCS) |  |
|  | System Control Unit (SCU) |  |
|  | Lithium Ion Energy System (ESS) |  |
| Accessory Hardware |  | Duration |
| Optional Hardware | Accessory Power System-1 (APS1) | 2 Years, Unlimited Miles for Quality and Workmanship |
|  | Accessory Power System-2 (APS2) |  |
|  | Electronics Cooling Package (ECP) |  |

## EXTENDED WARRANTY COVERAGE

When properly installed, used and maintained in accordance with the HybriDrive ${ }^{\circledR}$ Service Manual, each BAE Systems HDS200 or HDS300 HybriDrive ${ }^{\circledR}$ Propulsion System comes with the warranty stated above when an Extended Warranty Program is purchased from BAE Systems prior to bus delivery. The extension to the standard warranty period applies to the ACTM/PSR, ISG, PCS, SCU and ESS. Optional accessory hardware purchased from BAE Systems (APS-1, APS-2, ECP) will continue to have the standard 2 years of warranty coverage when an extended warranty package is purchased for the other components. This warranty shall run to the OEM and its customers and provides for correction or replacement due to defects in materials and workmanships during the extended warranty period. BAE Systems will be responsible for all freight charges associated with material shipments that result from a warrantable failure of the HybriDrive ${ }^{\circledR}$ system.

## PERFORMANCE OF REPAIRS:

Contact BAE Systems HybriDrive ${ }^{\circledR}$ Support upon indication of a failure at: ps.Hybridrivesupport@baesystems.com or call 1-800-576-3346. Normal Business Hours are: Monday through Friday between the hours of 8:00AM and 4:00PM Eastern Time.

Support fault codes (fault history file) must be downloaded from the vehicle and sent to the email address listed above, in conjunction with calling for service request.
A Customer Service Technician will determine the next steps and respond to service request within 24 hours during Normal Business Hours. BAE Systems will schedule a service call within three (3) days of request if the work is to be performed on site or within five (5) if the vehicle must be removed from customer premises for repairs.

NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE APPLICABLE TO ANY GOODS OR SERVICES DELIVERED HEREUNDER, REGARDLESS OF WHETHER PURCHASER'S CLAIM OF DEFECT ARISES UNDER WARRANTY, CONTRACT, TORT OR OTHERWISE. THE FOREGOING SHALL CONSTITUTE PURCHASER'S SOLE RIGHT AND REMEDY UNDER THESE STANDARD CONDITIONS OF SALE.

## WHAT IS COVERED

$\checkmark$ DIAGNOSTICS and REPAIR due to a warrantable failure of a component of BAE Systems HybriDrive ${ }^{\circledR}$ System. Coverage includes service labor, materials, equipment, shop supplies, incidentals and overhead costs and expenses incurred in the performance of all such services.
$\checkmark \quad$ COVERAGE -Coverage applies to HybriDrive HDS200 and HDS300 systems installed in a Transit Bus when the extended warranty program is purchased prior to delivery of the bus. Coverage extends to the original and any subsequent owner(s) of the vehicle during the coverage period.
$\checkmark \quad$ SERVICE INCLUDES - Repair or replacement of affected hardware, at BAE Systems' option, to correct any system malfunction that occurs during the coverage period. Needed repairs or replacements will be performed using the method BAE Systems determines most appropriate under the circumstances.
$\checkmark$ CUSTOMER PHONE SUPPORT - 1-800-576-3346 or via email at ps.Hybridrivesupport@baesystems.com
$\checkmark$ COMPONENT REMOVAL AND REINSTALLATION (R\&R)Labor costs for the removal and reinstallation of a system component.
$\checkmark$ TOWING - BAE Systems will provide reimbursement up to a preauthorized amount per instance for towing charges that result from a warrantable failure of the HybriDrive ${ }^{\circledR}$ System during the warranty period.
$\checkmark$ FREIGHT - Warranty is inclusive of freight charges.

## WHAT IS NOT COVERED

$\checkmark$ DAMAGE DUE TO ACCIDENT, INCIDENT, or MISUSE Damage resulting from accident or misuse, including, but not limited to, damage resulting from the following are not covered under the Warranty Program:

- Collision, fire, vandalism, etc.;
- Natural Disasters (e.g., Flood, Earthquake, Hurricane);
- Storage of hardware outside of industry accepted norms for reasonable care.
$\checkmark$ IMPROPER OPERATION - Damage resulting from operation of hardware outside of instructions defined in applicable operating instructions, including, but not
limited to, vehicle operation/service manuals (e.g., excessive use of Emergency Override, improper towing, etc.).
$\checkmark$ UNAPPROVED INSTALLATION or ALTERATION - Any defect attributed to alteration(s) made to the BAE Systems' propulsion system, or any modification made to the vehicle which allows the propulsion system to be installed or operated outside of the limits defined in BAE Systems Installation Specifications, is the sole responsibility of the entity making the alteration(s).
$\checkmark$ DAMAGE CAUSED by LACK of MAINTENANCE— Defects and damage caused by failure to follow the recommendations of the maintenance schedule intervals are not covered.
$\checkmark$ MAINTENANCE - Normal maintenance (such as replacement of filters, screens, and fluids) is not covered and is the Customer's responsibility.
$\checkmark \quad$ REPAIRS by UNAUTHORIZED REPAIR FACILITY - Defects and damage caused by a service outlet that is not the expressly authorized by a BAE Systems' representative are not covered.
$\checkmark \quad$ USE of OTHER THAN GENUINE BAE SYSTEMS' PARTS Defects and damage caused by the use of parts that are not genuine BAE Systems' parts are not covered.
$\checkmark \quad$ EXTRA EXPENSES - Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; collateral damage; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.


## QUESTIONS

If you have any questions regarding this coverage plan or the performance of coverage obligations, please contact:

BAE Systems HybriDrive ${ }^{\circledR}$ Support:
ps.hybridrivesupport@baesystems.com, or 1-800-576-3346

## 503-057 United States (EPA and CARB) and Canada Automotive Emissions Control System Warranty

The emission control system warranty applies to diesel and spark-ignited (SI) alternate fueled on-highway engines marketed by Cummins that are used in the United States* and Canada.

On-highway engines are identified by the emissions statement on the engine data plate.
NOTE: *United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

## Coverage

Emission Control System Warranty

| Application | Coverage (Whichever of the two periods (A) or (B) is longer) | What is Covered? |
| :---: | :---: | :---: |
| EPA Certified |  | Specific Failures (see tables that follow) |
| A. Apply to vehicles registered in the United States and Canada, except California. <br> B. Apply to Federal Government automotive vehicles registered by the Federal Government. | A. 5 years $/ 100,000$ miles (160,935 km) (1) OR <br> B. The Base Engine Warranty |  |
| California Air Resources Board (CARB) Certified <br> A. Apply to vehicles registered in California. | A. 5 years $/ 100,000$ miles ( $160,935 \mathrm{~km}) / 3,000$ hours (1)(2) OR <br> B. The Base Engine Warranty |  |
|  |  | 20A.12 |

## Emission Control System Warranty

1. Whichever occurs first, after the Warranty start date. For on-highway BLPG engines used in nonroad applications, Coverage is 5 years $/ 3,500$ hours.
2. Hour limitation applies to CARB Coverage and must be verified using the INSITE ${ }^{\text {TM }}$ ECM image

The warranty start date is the date of delivery of the engine to the first user, the first use of the engine in a leased, rented or loaned unit. There is no demonstration period for on-highway applications.

## Vehicle Origiinal Equipment Manufacturer (OEM) Supplied Component List

Listed below are components that are typically supplied by the OEM and therefore need to be serviced and warranted by the OEM, unless the component is supplied by Cummins. If the component is supplied by the OEM, please refer to the OEM for the warranty process for the following components:

NOTE: Vehicle OEM supplied covered component lists are based/administered on generic component noun names and not fail codes:

| Air Handling System and Associated Plumbing <br> - Ambient Air Temperature Sensor <br> - Charge Air Cooler and Associated Plumbing | Exhaust System (Upstream of Last Aftertreatment) <br> - Exhaust Gas Piping from Turbocharger out to the Last Aftertreatment Devic |
| :---: | :---: |
| Compressor Air System and Associated Plumbing <br> - Hydrocarbon Doser Pressure Regulator/Protection Valve <br> - Plumbing from the Hydrocarbon Doser Pressure Regulator/Protection Valve to the Hydrocarbon Doser | Exhaust Aftertreatment <br> - DEF Tank Heater Coolant Control Valve/para para <br> - DEF Line Heater Control Relay <br> - DEF Temperature Sensors <br> - DEF Tank/Lines Heating Elements of Heat Exchanger and pipe <br> - DEF Tank and Lines <br> - DEF Level Sensor <br> - DEF Quality Sensor |
|  | Vehicle Electronic Components $\text { 20A. } 13$ |

Engine Electronic Components<br>- Wire Harness Circuits Connected at Both Ends to Emissions Warrantable Components

- Diesel Exhaust Fluid (DEF) Lamp Only
- On Board Diagnostic (OBD) Malfunction Indicator Lamp (MIL) Only
- OBD Connector


## EPA Emission Warranty Component List

Listed below are the components covered under the EPA Emissions Control System Warranty when failures of these components are caused through normal use and service. Failures caused by not following the maintenance guidelines are not covered including, but not limited to, plugged air and fuel filters. A failed component may receive one of the following methods of coverage depending upon the listed information in the component tables:

1. Failure of a component with a listed fail code WITHOUT a listed fault code:

- The listed fail codes cover the replacement of the component under the EPA Emissions Control System Warranty if found to be the root cause of a failure as indicated by a Cummins repair manual, Cummins troubleshooting tree, or other Cummins approved document.

2. OR, Failure of a component with a listed fail code WITH a listed fault code:
o The listed fail codes with associated listed fault codes cover the replacement and/or repair of the component unless otherwise specified that coverage is excluded with the listed fault code. The root cause of a failure associated with the listed fault code must be the fail code listed. Other requirements that apply to this method of coverage are as follows:

- The occurrence of the fault code must be within the last 25 engine hours.
- The INSITE ${ }^{\text {TM }}$ job image report retrieved from the ECM at the time of diagnosis prior to making any repairs, recalibrations, or adjustments to the ECM calibration contains the fault code. (The INSITE ${ }^{\text {TM }}$ job image report does not have to be submitted as part of the claim unless separately requested).
- The failed component caused the listed fault code to be logged within the ECM, as indicated using Cummins published troubleshooting instructions.

NOTE: Where applicable with covered components, associated plumbing, mounting hardware, gaskets, o-rings, and wiring harnesses are covered.

NOTE: When filing an EPA Emissions Control System Warranty claim, use the failed component 4 digit fail code with an EW fail mode.

NOTE: All emission warranty claims must follow the minimum claim documentation requirements outlined in Warranty Administration Manual Procedure 111-512-004.

NOTE: For all EPA Emissions Control System Warranty claims, the repair location is required to print out or electronically save the INSITETM job image report (all options)
retrieved from the ECM at date of failure prior to making any repairs, recalibrations or adjustments to the ECM calibration. This data is to be retained for a period of at least one year after credit has been issued for the claim. Failure to do so may result in claim denial or claim bill-back at the time of Warranty Compliance Review. ECM fault codes are to be cleared once the repair has been completed.

## Limitations

The emission control warranty covers the following to repair the damage to the engine cause by a warrantable failure:

- Parts
- Labor
- Consumables, when not reusable

NOTE: Towing, travel, engine removal and reinstallation, and progressive damage to the vehicle are not covered.

| EPA Diesel and Spark-Ignited Alternate Fuel (ISB/ISB6.7 G/ISC/ISL/ISLG/ISX11.9/ISX12/ISX12 G/ISX15/ISV/V5.0) |  |  |
| :---: | :---: | :---: |
| Aftertreatment System |  |  |
| Component | Fail Code | Fault Code |
| 3 Way Catalyst | NY |  |
| Aftertreatment Electrical Connections | HYEC |  |
| Aftertreatment Fuel Drain Valve | HYDV |  |
| Aftertreatment Fuel Injector/Regulator | HYBD |  |
| Aftertreatment Fuel Pressure Sensor | EAVS | Coverage not applicable for failures with fault codes 2728, 2881 |
| Aftertreatment Fuel Shut-off Valve | HYCO |  |
| Aftertreatment Injector Manifold | HYMN |  |
| Aftertreatment Inlet and Outlet Modules | NYIN, NYHC or NYOT |  |
| Aftertreatment Temperature Interface Module | EUSC or EUPF |  |
| Aftertreatment Temperature Sensors | ETCT | Coverage not applicable for failures with fault codes 1965,1966, 1968, 1969, 1972, 1973, 2742, 2743, 3164, $3165,3229,3231,3235,3236,3251,3252,3253,3254$, $325,3256,331,3312$ 3255, 3256, 3311, 3312 |
| $\left.\right\|_{\text {/qasol.cummins.com/as33pubsys2/xm/len/procedures/111/111-5033-057.html }}$ 20A.15 |  |  |


| EPA Diesel and Spark-Ignited Alternate Fuel (ISB/ISB6.7 G/ISC/ISL/ISL |  |
| :--- | :--- | :--- |
| G/ISX1.9/IX12/ISX12 G/ISX15/ISV/V5.0) |  |


| EPA Diesel and Spark-lgnited Alternate Fuel (ISB/ISB6.7 G/ISC/ISL/ISL |  |  |
| :--- | :--- | :--- |
| G/ISX11,9/IX12/ISX12 G/ISX15/ISV/V5.0) |  |  |


| EPA Diesel and Spark-lgnited Alternate Fuel (ISB/ISB6.7 G/ISC/ISL/ISL |  |  |
| :--- | :--- | :--- |
| G/ISX11.9/ISX12/ISX12 G/ISX15/ISV/V5.0) |  |  |

EGR System

| Component | Fail Code | Fault Code |
| :---: | :---: | :---: |
| EGR Cooler | IRCL |  |
| EGR Differential Pressure Sensor | $\begin{aligned} & \text { EADB or } \\ & \text { IRPN } \end{aligned}$ |  |
| EGR Mixer/Venturi | $\begin{aligned} & \text { IRVN or } \\ & \text { IRTU } \end{aligned}$ |  |
| EGR Temperature Sensor | ETEB | Coverage not applicable for failures with fault codes 2961, 2962 |
| EGR Valve | IRVB or IRVC |  |

Electronic Control System

| Component | Fail <br> Code | Fault Code |
| :--- | :--- | :--- |
| Engine Control <br> Module | EICM |  |
| Engine Control <br> Module Calibration | EQ |  |

Fuel System

| Component | Fail <br> Code | Fault Code |
| :--- | :--- | :--- |
| Fuel Control Valve | NCBS |  |
| Fuel Lines | FL |  |
| Fuel Pressure Sensor | EARB or <br> EAFB |  |
| Fuel Pump | FHAS, <br> FHAV, or <br> FHPH | Coverage is only applicable with failures having these fault <br> codes 449, 553, 559, or 1911 |

EPA Diesel and Spark-lgnited Alternate Fuel (ISB/ISB6.7 G/ISC/ISL/ISL G/ISX11.9/ISX12/ISX12 G/ISX15/ISV/V5.0)


Ignition System

| Component | Fail <br> Code | Fault Code |
| :--- | :--- | :--- |
| Spark Plugs | NISP, <br> NISX |  |
| Ignition Coils | NICO |  |
| Ignition Control <br> Module | NICM |  |


| EPA Diesel for EPA2017 (X15, L9 and B6.7) |  |  |
| :--- | :--- | :--- |
| Aftertreatment System |  |  |
| Component | Fail <br> Code | Fault Code |
| Aftertreatment <br> Electrical Connections | HYEC |  |
| Aftertreatment Fuel <br> Drain Valve | HYDV |  |
| Aftertreatment Fuel <br> Injector/Regulator | HYBD |  |
| Aftertreatment Fuel <br> Pressure Sensor | EAVS | Coverage not applicable for failures with fault codes 2728, <br> 2881 |
| Aftertreatment Fuel <br> Shut-off Valve | HYCO |  |
| Aftertreatment Injector <br> Manifold | HYMN |  |


| EPA Diesel for EPA2017 (X15, L9 and B6.7) |  |  |
| :---: | :---: | :---: |
| Aftertreatment Inlet and Outlet Modules | NYIN, NYHC or |  |
| Aftertreatment Temperature Interface Module | $\begin{aligned} & \text { NYOT } \\ & \text { EUSC or } \\ & \text { EUPF } \end{aligned}$ |  |
| Aftertreatment Temperature Sensors | ETCT | Coverage not applicable for failures with fault codes 1965,1966, 1968, 1969, 1972, 1973, 2742, 2743, 3164, $3165,3229,3231,3235,3236,3251,3252,3253,3254$, 3255, 3256, 3311, 3312 |
| Decomposition Tube | USDT |  |
| DEF Dosing Controller (DCU) | US |  |
| DEF Dosing Unit (Pump) | US |  |
| DEF Dosing Valve | US |  |
| Diesel Oxidation Catalyst | NY |  |
| Diesel Particulate Filter (except for ash maintenance) | NY | Coverage is not applicable for failures with fault code 2777 |
| Diesel Particulate Filter Differential Pressure Sensor | EADF | Coverage not applicable for failures with fault codes 1921, 1922, 1981, 2639 |
| NOx Sensors | YN |  |
| Aftertreatment Particulate Sensor | YNSM |  |
| SCR Catalyst | US |  |


| Air Handling |  |  |
| :---: | :---: | :---: |
| Component | Fail Code | Fault Code |
| Barometric Air Pressure Sensor | EACB or EACD |  |
| Exhaust Gas <br> Pressure Sensor | EATP or EAEB | Coverage not applicable for failures with fault code 2764 |
| Exhaust Manifold | IE |  |
| Exhaust Up-Pipe | IEEB, IEEP or IEHS |  |
| Glow Plug | GLGP |  |
| Glow Plug Control Module | GLGC |  |
| 20A. 20 |  |  |


| EPA Diesel for EPA2017（X15，L9 and B6．7） |  |  |
| :---: | :---: | :---: |
| Humidity Sensor | EOBD |  |
| Intake Air Throttle Actuator | IN |  |
| Intake Manifold | IN |  |
| Intake Manifold Air Temperature Sensor | ETIB | Coverage not applicable for failures with fault codes 155， 2964， 3385 |
| Intake Manifold Temperature／Pressure Sensor | EABB， EAOB， EEBT or EAMB | Coverage not applicable for failures with fault codes 124， $125,155,488,2964,2973$ |
| Oxygen Sensor | EOSW |  |
| Turbocharger Actuator | THAC |  |
| Turbocharger Assembly | THAS |  |
| Turbocharger Compressor Inlet AirTemperature Sensor | ETTB |  |
| Turbocharger Speed Sensor | ELTS， ELTC or ELTW |  |


| Component | Fail <br> Code | Fault Code |
| :--- | :--- | :--- |
| Coolant Temperature <br> Sensor | ETCB | Coverage not applicable for failures with fault codes 146， <br> 151，2789，2963 |
| Crankcase Breather | BB <br> （except <br> BBEL） |  |
| Engine Oil Pressure <br> Sensor | EAOB | Coverage not applicable for failures with fault codes 143， <br> 415 |
| Engine Oil <br> Temperature Sensor | ETOB | Coverage not applicable for failures with fault codes 214， <br> 421 |
| Engine Oil <br> Temperature／Pressure <br> Sensor | EEAA |  |
| Engine Speed， <br> Position Sensor，Cam <br> Position Sensor | ELEB， <br> ELCB， <br> ELSB， <br> or ELEC |  |
| Exhaust Valve | CHEV |  |


| EPA Diesel for EPA2017 (X15, L9 and B6.7) |  |  |
| :--- | :--- | :--- |
| Static Cam Timing | BC | EGR System |
|  |  |  |
| Component | Fail |  |
| Code |  |  |$\quad$ Fault Code

## Califormia CARB Emission Warranty Component List

Listed below are components covered by the California ARB Emission Control Warranty when failures of these components are caused through normal use and service. Failures caused by not following the maintenance guidelines are not covered including, but not limited to, plugged air and fuel filters.

NOTE: Where applicable with covered components, associated plumbing, mounting hardware, gaskets, o-rings, and wiring harnesses are covered.

NOTE: For CARB emissions warranty claims, both mileage and engine hours must be listed within the claim.

NOTE: All emission warranty claims must follow the minimum claim documentation requirements outlined in Warranty Administration Manual Procedure 111-512-004.

NOTE: For all ARB Emissions Control System Warranty claims, the repair location is required to print out or electronically save the INSITE ${ }^{\text {TM }}$ job image report (all options) retrieved from the ECM at date of failure prior to making any repairs, recalibrations or adjustments to the ECM calibration. This data is to be retained for a period of at least one year after credit has been issued for the claim. Failure to do so may result in claim denial or claim bill-back at the time of Warranty Compliance Review. ECM fault codes are to be cleared once the repair has been completed.

## Limitations

The emission control warranty covers the following to repair the damage to the engine caused by a warrantable failure:

- Parts
- Labor
- Consumables, when not reusable

NOTE: Towing, travel, engine removal and reinstallation, and progressive damage to the vehicle are not covered.

Califormia CARB Diesel and Spark-lgnited Alternate Fuel (ISB/ISB6.7 G/ISC/ISL/ISL G/ISX11.9/ISX12/ISX12 G/ISX15/ISV/V5.0)

## Aftertreatment System

Component
3 Way Catalyst
Aftertreatment Electrical Connections
Aftertreatment Fuel Drain Valve
Aftertreatment Fuel Injector/Regulator
Aftertreatment Fuel Pressure Sensor
Aftertreatment Fuel Shut-off Valve
Aftertreatment Injector Manifold
Aftertreatment Inlet and Outlet Modules
Aftertreatment Temperature Interface Module



## California CARB Diesel and Spark-lgnited Alternate Fuel (ISB/ISB6.7 G/ISC/ISL/ISL G/ISX11.9/ISX12/ISX12 G/ISX15/ISV/V5.0)

| Mixer Inlet Pressure Sensor (SI Only) |
| :--- |
| Secondary Fuel Pressure/Temperature Sensor |
| Secondary Fuel Pressure Regulator (SI Only) |
| Injector |
| Ignition System |
| Component |
| Spark Plugs |
| Ignition Coils |
| Ignition Control Module |

California CARB Diesel for EPA2017 (X15, L9 \& B6.7)

## Aftertreatment System

## Component

Aftertreatment Electrical Connections
Aftertreatment Fuel Drain Valve
Aftertreatment Fuel Injector/Regulator
Aftertreatment Fuel Pressure Sensor
Aftertreatment Fuel Shut-off Valve
Aftertreatment Injector Manifold
Aftertreatment Inlet and Outlet Modules
Aftertreatment Temperature Interface Module
Aftertreatment Temperature Sensors
Decomposition Tube
DEF Dosing Controller (DCU)
DEF Dosing Unit (Pump)
DEF Dosing Valve
Diesel Oxidation Catalyst
Diesel Particulate Filter (except for ash maintenance)
Diesel Particulate Filter Differential Pressure Sensor
NH3 Sensor
NOx Sensors
Aftertreatment Particulate Sensor
SCR Catalyst
Air Handling

| California CARB Diesel for EPA2017 (X15, L9 8 B6.7) |
| :---: |
| Component |
| Barometric Air Pressure Sensor |
| Exhaust Gas Pressure Sensor |
| Exhaust Manifold |
| Exhaust Up-Pipe |
| Glow Plug |
| Glow Plug Control Module |
| Humidity Sensor |
| Intake Air Throttle Actuator |
| Intake Manifold |
| Intake Manifold Air Temperature Sensor |
| Intake Manifold Temperature/Pressure Sensor |
| Oxygen Sensor |
| Turbocharger Actuator |
| Turbocharger Assembly |
| Turbocharger Compressor Inlet Air Temperature Sensor |
| Turbocharger Speed Sensor |
| Base Engine System |
| Component |
| Clean Idle Sticker |
| Coolant Temperature Sensor |
| Crankcase Breather |
| Engine Oil Temperature Sensor |
| Engine Oil Temperature/Pressure Sensor |
| Engine Speed, Position Sensor, Cam Position Sensor |
| Exhaust Valve |
| Static Cam Timing |
| EGR System |
| Component |
| EGR Cooler |
| EGR Differential Pressure Sensor |
| EGR Mixer/Venturi |
| EGR Temperature Sensor |
| EGR Valve |
| Electronic Control System |

## California CARB Diesel for EPA2017 (X15, L9 \& B6.7)

## Component

Engine Control Module

## Fuel System

Component
Fuel Control Valve
Fuel Lines
Fuel Pressure Sensor
Fuel Pump
Fueling Mixer
Fueling/Timing Actuators
Mixer Inlet Pressure Sensor (SI Only)
Secondary Fuel Pressure/Temperature Sensor
Secondary Fuel Pressure Regulator (SI Only)
Injector

## California Clean Idle Sticker

If the Clean Idle sticker is missing, peeling, or damaged under certain conditions, the failure is considered non- warrantable.

Conditions considered non-warrantable include, but are not limited to, damage caused by the following:

- Road Debris, such as rocks, bugs and sand
- Power/Pressure Washing
- Buffing/Waxing
- Tampering with Sticker
- Improper Installation

The California ARB Clean Idle sticker can be cleaned with a non-abrasive household cleaner.
The recommended locations for the California ARB Clean Idle sticker to be placed are as follows:

- On the left hand side of the hood.
- On the driver's side door.

Refer to OEM, PPC2002 or AEB 191.17 for additional details regarding the California ARB Clean Idle sticker.

## Last Modified: 06-Dec-2016

## 505-018 Cummins Bus Extended Coverage Plan (NEC)

This Extended Coverage Plan is available to be purchased for all eligible Cummins engines used in transit, shuttle, or coach bus applications (except school bus applications) and marketed in the United States and Canada under the trademark "Cummins", "Cummins ReCon®" or "Cummins Westport".

| Program ID | Account Code | Coverage ID | Legal Description |
| :--- | :--- | :--- | :--- |
| NEC | 20 | NEC | 3381312 |

## Coverage

| Coverage | What is Covered? |
| :--- | :--- |
|  |  |
| Extended Coverage period is determined at the | - Base Engine parts (excluding <br> time of program purchase. |
|  | Maintenance Components) <br> • Labor |


| Registered Parts List |  |  |  |
| :---: | :---: | :---: | :---: |
| $\begin{array}{\|l} \hline \text { Fail } \\ \text { Code* } \end{array}$ | Description | $\begin{aligned} & \text { Fail } \\ & \text { Code* } \end{aligned}$ | Description |
| BA | Balancer | ET | Temperature Sensor |
| BB | Crankcase | EU | Electronic Engine Controls |
| BC | Camshaft | EYPB | Position Sensor |
| BD | Gear Housing | FL | Fuel Lines |
| BE | Vibration Damper | IE | Exhaust System |
| BG | Gear Cover | IH | Intake Heater |
| BK | Cylinder Block | IN | Intake System |
| $\left.\right\|_{\text {asol.cummins.com/qs33/pussys2xm/len/procedures/111/111-505-018.html }}$ 20A.29 |  |  |  |

Adtachmente ${ }^{\text {e }}$ epan (NEC)
Registered Parts List

| BL | Liner | IR | Exhaust System |
| :--- | :--- | :--- | :--- |
| BN | Connecting Rod | KC | Base Engine Cooling System |
| BP | Piston | KV | EGR \& Variable Geometry Turbocharger Coolant <br> Plumbing |
| BR | Piston Ring | LC | Lubricating Oil Cooler |
| BS | Crankshaft | LN | Lubricating Oil Pan |
| CH | Cylinder Head | LP | Lubricating Oil Pump |
| DA | Accessory Drive | LS | Lubricating System |
| EA | Pressure Sensor | PL | Lift Pump |
| EDCB | Coolant Level Sensor | RA | Rocker Lever Assembly |
| EDOB | Oil Level Sensor | RC | Valve Tappet Assembly |
| EI | Engine Control <br> Module | SMFS | Front Engine Mount |
| EL | Speed and Position <br> Sensor | SN | Flywheel Housing |
| EQPE** | ECM Calibration | SQ | Engine Brakes Exhaust Assembly |
| *Covered failures are denoted by the first two OR four letters of the failure code as listed |  |  |  |
| above. |  |  |  |

**This plan covers ECM Calibrations only and does not cover adjustable features/parameters, SC or DO options.

## Limitations

- Travel and/or towing are not covered under this Plan.
- This Plan does not apply to non-Cummins accessories.
- Aftertreatment components are not covered by this Plan.
- Cummins branded alternators and starters are not covered.
- This Plan does not apply to maintenance components, their mounting hardware and gaskets, including, but not limited to: fuel injectors, fuel pump, STC hydraulic tappets, STC oil control valve, turbocharger, air compressor, fan clutch, water pump, fan hub, fan idler pulley assembly, vibration damper, belts, hoses, belt tensioner, and thermostat.
- Reference Extended Coverage Admin Procedures for additional details.


## Last Modified: 07-Dec-2016

## EXHIBIT B

# PTMISEA BOND PROGRAM CERTIFICATIONS AND ASSURANCES and PTMISEA GUIDELINES (JULY 2016) 

# Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Bond Program 

## Certifications and Assurances

Project Sponsor: Santa Clara Vallev Transportation Authority

Effective Date of this Document: June 1, 2011

The California Department of Transportation (Department) has adopted the following certifications and assurances for the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) bond program. As a condition of the receipt of PTMISEA bond funds, project sponsors must comply with these terms and conditions.

## A. General

(1) The project sponsor agrees to abide by the current PTMISEA Guidelines
(2) The project sponsor must submit to the Department a PTMISEA Program Expenditure Plan, listing all projects to be funded for the life of the bond, including the amount for each project and the year in which the funds will be requested.
(3) The project sponsor must submit to the Department a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

## B. Project Administration

(1) The project sponsor certifies that required environmental documentation is complete before requesting an allocation of PTMISEA funds. The project sponsor assures that projects approved for PTMISEA funding comply with Public Resources Code § 21100 and § 21150.
(2) The project sponsor certifies that PTMISEA funds will be used only for the transit capital project and that the project will be completed and remains in operation for its useful life.
(3) The project sponsor certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.

## Attachment A

(4) The project sponsor certifies that they will notify the Department of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.
(5) The project sponsor must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.
(6) Any interest the project sponsor eams on PTMISEA funds must be used only on approved PTMISEA projects.
(7) The project sponsor must notify the Department of any changes to the approved project with a Corrective Action Plan (CAP).
(8) Under extraordinary circumstances, a project sponsor may terminate a project prior to completion. In the event the Project Sponsor terminates a project prior to completion, the Project Sponsor must (1) contact the Department in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.
(9) Funds must be encumbered and liquidated within the time allowed in the applicable budget act.

## C. Reporting

(1) Per Government Code § 8879.55, the project sponsor must submit the following PTMISEA reports:
a. Semi-Annual Progress Reports by February $15^{\text {th }}$ and August $15^{\text {th }}$ each year.
b. A Final Report within six months of project completion.
c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of PTMISEA bond funds. A copy of the audit report must be submitted to the Department within six months of the close of the year (December 31) each year in which PTMISEA funds have been received or expended.

## D. Cost Principles

(1) The project sponsor agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Govemment, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Govemments.
(2) The project sponsor agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PTMISEA funds as a contractor or sub-contractor shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Govemments.
(3) Any project cost for which the project sponsor has received payment that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by the project sponsor to the State of California (State). Should the project sponsor fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the project sponsor from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

## E. Record Retention

(1) The project sponsor agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the project sponsor, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of the project sponsor, its contractors and subcontractors connected with PTMISEA funding shall be maintained for a minimum of three (3) years from the date of final payment and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be fumished by the project sponsor, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Project Sponsor pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the project sponsor's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.
(2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with

## Attachment A

the performance of the project sponsor's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the project sponsor shall furnish copies thereof if requested.
(3) The project sponsor, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

## F. Special Situations

(1) A project sponsor may lend its unused funds from one year to another project sponsor for an eligible project, for maximum fund use each fiscal year (July - June 30). The project sponsor shall collect no interest on this loan.
(2) Once funds have been appropriated in the budget act, a project sponsor may begin a project with its own funds before receiving an allocation of bond funds, but does so at its own risk.
(3) The Department may perform an audit and/or request detailed project information of the project sponsor's PTMISEA funded projects at the Department's discretion at any time prior to the completion of the PTMISEA program.

I certify all of these conditions will be met.

## Santa Clara Valley Transportation Authority

BY: Mughal $\sqrt{ }$. fume
Michael T. Burns, General Manager

## ATTACHMENT I

RESOLUTION \# 2011.05.11

## AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES

FOR THE PUBLIC TRANSPORTATION MODERNIZATION, IMPROVEMENT, AND SERVICE ENHANCEMENT ACCOUNT BOND PROGRAM

WHEREAS, the Santa Clara Valley Transportation Authority is an eligible project sponsor and may receive state funding from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) now or sometime in the future for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 88 (2007) named the Depar tment of Transportation (Department) as the administrative agency for the PTMISEA; and

WHEREAS, the Department has developed guidelin es for the purpose of administering and distributing PTMISEA funds to eligible project sponsors (local agencies); and

WHEREAS, the Santa Clara Valley Transportation Authority wishes to delegate authorization to execute these documents and any amendments thereto to the General Manager or his designee.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Clara Valley Transportation Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all PTMISEA funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the General Manager or his designee be authorized to execu te all required documents of the PTMISEA program and any Amendments there to with the California Department of Transportation.

Passed and adopted by the Board of Directors of the Santa Clara Valley Transportation Authority on May 5, 2011 by the following Vote:

AYES: ABE-KOGA,CAMPOS, HERRERA, KNISS, LICCARDO, MATTHEWS, PAGE, YEAGER
NOES: NONE
ABSENT: KALRA, LARSEN, REED, WOODWARD

ABSENT:


ATTEST:


APPROVED as to Form


KEVIND. ALLMAND
General Counsel

# Public Transportation 

Modernization, Improvement, and Service Enhancement Account (PTMISEA) Guidelines

July 2016

## California Department of Transportation


#### Abstract

Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) Guidelines


Approved as Proposition 1B on the November 2006 ballot, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act includes $\$ 4$ billion for the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA). ${ }^{1}$ Of this amount, $\$ 3.6$ billion is designated for allocation over a ten year period for public transportation projects that protect the environment and public health, conserve energy, reduce congestion, and increase mobility and access. The $\$ 3.6$ billion is to be distributed by formula based on population or revenue to transit operators for capital projects.

Funds are appropriated to the State Controller's Office (SCO) for allocation to eligible agencies, with the California Department of Transportation (Caltrans) identified as the administering agency. ${ }^{2}$ The SCO identifies and develops the list of eligible project sponsors and the amount each is eligible to receive, based on calculations outlined in SB 88, Statutes of 2007.

To date, PTMISEA funds have been appropriated in the following amounts each year:

- $\$ 600$ million in FY 2007-08,
- $\$ 350$ million in FY 2008-09,
- $\$ 350$ million in FY 2009-10,
- $\$ 1.5$ billion in FY 2010-11 covering FY's 2010-11, 2011-12, and 2012-13, and
- $\$ 800$ million in FY 2014-15.

The SCO notifies project sponsors of their eligibility and funding level via an official letter. In FY 2009-10, the SCO computed each project sponsor's share of the remaining $\$ 2.3$ billion of bond funds per Assembly Bill (AB) 1072. ${ }^{3}$ The SCO sent a letter of notification to the project sponsors eligible to receive PTMISEA funds listing each sponsor's share of funds for the life of the bond and its share of the FY 2009-10 appropriation. The FY 2010-11 funding distribution letter was released by the SCO on January 19, 2011. The FY 2014-15 funding distribution letter was released by the SCO on September 02, 2014. A small balance of remaining availability from the FY 2008-09 and FY 2009-10 appropriations (Residual) was made available for projects. A letter was released by SCO on January 28, 2015 providing the residual amounts for each agency.

Note: Due to irregular bond sales, approved projects will not receive bond fund allocations until bonds are sold or capacity is created.

[^5]
## Attachment A

## Purpose

Caltrans develops guidelines for:
a. The Program Expenditure Plan.
b. Project Allocation Requests including:
i. Defining the useful life of a project
ii. Project delivery milestones (the start and completion dates for environmental clearance, design, right-of-way, construction, vehicle/equipment procurement, and project closeout).
iii. Total Project Cost and Funding Plan.
e. Reporting Project Status/Progress: (i.e. Semi-Annual Report, Final Report, and Expanded Transportation Development Act (TDA) audit, etc.)
f. Audit of project expenditures and outcomes.
g. Audit of recipients of PTMISEA funds.

These guidelines help project sponsors and Caltrans verify that projects meet the criteria stated in the Bond Act and statutes. Caltrans may revise these guidelines for future fiscal years.

## 1. Project Sponsor and Project Lead/Recipient Agency

"Project sponsor" means:
a. A transit operator including a rail transit, commuter rail, bus, or waterborne transit operator eligible for an allocation of PTMISEA funds under State Transit Assistance per Public Utilities Code (PUC), Section 99314; or
b. A local agency including a transportation planning agency, county transportation commission, or the San Diego Association of Governments, eligible for an allocation of PTMISEA funds under the State Transit Assistance per PUC, Section 99313.

The "Project Lead/Recipient Agency" means:
The project sponsor responsible for overseeing or performing all work up to completion of the project when multiple project sponsors contribute PTMISEA funds to a joint project.

The Project Lead/Recipient Agency receives all PTMISEA funds directly from the State Controller's Office (SCO) and is accountable for all reporting.

If funds are transferred to a "Sub-Recipient," the original/initial "Recipient" agency is still responsible for providing all information required: the project Semi-Annual Progress

## Attachment A

Reports, Transportation Development Act Audits, Corrective Action Plans, Reassignment of Funds requests, Final Reports and any additional information needed in case of an audit.

In addition, the original/initial "Recipient" agency is responsible for ensuring the project is completed as described in the allocation request and in compliance with all items included in the Certifications and Assurances document.

A "Sub-Recipient" agency is responsible for complying with any agreement it has with the "Recipient" agency.

The "Contributing PTMISEA -Eligible Project Sponsor" means:
An agency eligible to receive PTMISEA funds that elects to contribute its PTMISEA funds to a project led by a different/separate Project Lead/Recipient Agency.

## 2. Appropriation

In each year the State Budget contains an appropriation of PTMISEA funds, the SCO will notify eligible project sponsors of the amount of funds each is to receive, per PUC Sections 99313 and 99314.

The FY 2007-08 appropriations were available for allocation until June 30, 2014, and have the deadline of June 30, 2018 for encumbrance and liquidation.

The Budget Act of 2016 re-appropriated the remaining balances of FY 2008-09, FY 2009-10, FY 2010-11, and FY 2014-15. These funds will be available for allocation until June 30, 2018 and for encumbrance and liquidation until June 30, 2022.

All allocated funds should meet the encumbrance and liquidation deadlines of the year in which they were appropriated, regardless if they have been transferred to a new project.

## 3. Process Changes Due to AB 1072

Effective FY 2009-10, AB 1072 makes the following changes:
$>$ The SCO notifies project sponsors of their share of remaining funds.
> Before seeking a disbursement of funds in FY 2009-10, project sponsors must submit a PTMISEA Program Expenditure Plan listing all projects they intend to fund with their share of PTMISEA funds for the life of the bond, including the amount requested for each project and the year in which the funds will be requested.
> Caltrans will summarize all PTMISEA Program Expenditure Plans for the life of the bond and submit the summary to the Department of Finance (DOF), which determines annual appropriations.

## Attachment A

$>$ Project sponsors may choose not to submit a project in a particular fiscal year choosing instead to accumulate those funds for use in a later year - if this choice is clearly stated in the PTMISEA Program Expenditure Plan.

0 If a project sponsor is not using their share in a fiscal year, they may lend their eligible amount to another project sponsor for an eligible project in order to maximum fund use each fiscal year. This process allows other project sponsors to complete projects on schedule and avoid costly delays.

## 4. Eligible Projects

PTMISEA funding is available for transit capital projects in the following categories:
$>$ Rehabilitation, safety, or modernization: includes purchase of equipment (such as bus engines, computer systems, and signage) for rehabilitation, operation, modernization, or safety.
> Capital service enhancement or expansion, such as modernization of bus shelters, transit centers, and operation and maintenance facilities, for design and/or construction phases.
$>$ New capital projects: new construction, expansion, or modernization of buildings, bus shelters, transit centers, and operation and maintenance facilities, for design, right-of -way, or construction phases.
> Bus rapid transit improvements: construction or expansion of BRT lanes or equipment.
> Rolling stock: purchase, replace or rehabilitate transit vehicles, such as buses, vans, paratransit vehicles, and rail transit vehicles.
$>$ The planning and environmental phases are not eligible for PTMISEA funding.
$>$ Funds may not be used for administration, operations, or routine maintenance.
> Expenses associated to advertising, marketing, bidding, reproduction activities are not eligible for PTMISEA funding. These activities are considered part of administration.
> Vehicle "branding" as a stand-alone project is not eligible for PTMISEA funding.

## Useful Life

To be eligible, projects must have a useful life not less than that required for capital assets under the General Obligation Bond Law, Government Code Section 16727(a).

## Short-Range Transit Plan

Projects must be consistent with the project sponsor's most recent short-range transit plan or publicly-adopted plan (including a transportation improvement program) that programs funds for transit capital improvements.

## Board Resolution

If a project sponsor does not have a project identified in its most current Short-Range Transit Plan, a certified Board Resolution authorizing the project also meets the same requirement. The Board Resolution must identify the project name and the project's PTMISEA amount.

## Project Full Funding Plan

The project sponsor must provide a Total Project Cost and Funding Plan for the project that shows all fund sources (not just the PTMISEA portion) needed to complete the project or a minimum operable segment. Funding for a minimum operable segment will only be approved if the benefits of the segment are sufficient to meet the objectives of the PTMISEA. The executive authority of a project sponsor must sign the statement on the funding plan cover sheet to assume liability for all fiscal responsibilities.

If future year PTMISEA funding is to be dedicated to the project, include those funds on the Total Project Cost and Funding Plan sheet as well.

## 5. Authorized Agent Form

The executive authority of a project sponsor must submit to Caltrans an original signed and dated Authorized Agent form that is Board Approved identifying the agent who has the authority to act for the project sponsor to submit the PTMISEA Program Expenditure Plan, Allocation Requests, and reporting documents. The form is valid at the beginning of FY 2010-11 until the end of the PTMISEA Program. If there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself.

## 6. PTMISEA Program Expenditure Plan

Beginning in 2009, agencies were asked to submit to Caltrans a PTMISEA Program Expenditure Plan listing all projects the project sponsor intended to fund with its share of PTMISEA for the life of the bond. Since all PTMISEA funds have now been appropriated, this form is no longer needed. Please note, projects listed on submitted Expenditure Plans will not be officially approved projects until a complete allocation request has been submitted and approved by the Division of Mass Transportation. Also agencies may request their remaining PTMISEA funds for projects that are different than those on previously submitted Expenditure Plans.

## 7. Certifications and Assurances

Before seeking an allocation of PTMISEA funds, project sponsors must submit to Caltrans and comply with the PTMISEA Certifications and Assurances documents.

## See PTMISEA Certifications and Assurances:

http://www.dot.ca.gov/hq/MassTrans/Proposition-1B.html
Only allocation requests from agencies with a signed Certifications and Assurances document on file will be accepted.

## 8. PTMISEA Allocation Request and Project Description (to be completed when requesting for bond funds or reassigning existing bond funds to a new project)

Project sponsors must submit to Caltrans a description of the proposed transit capital project or projects it intends to fund with the PTMISEA allocation.

See PTMISEA Allocation Request and Allocation Request Guide:
http://www.dot.ca.gov/hq/MassTrans/Proposition-1B.html
The PTMISEA Allocation Request is the basis for the Caltrans' verification that the project is consistent with PTMISEA requirements, which includes:
a. A detailed description of the project.
b. The project's useful life.
c. The project's percent benefit in one of the four categories listed.
d. The project's schedule for all relevant phases. Allocations will only be made to fund phases or projects scheduled to start within six months of funds receipt.
e. The total cost of the project, including the identification of all funding sources necessary to complete the project.
f. The projected cash flow schedule of the project.

The "project lead" is the project sponsor or lead/recipient agency that shall be performing the work as specified in the scope of the project. The project lead must complete Tables 1, $3,4,5,6,7$, the Funding Plan, and projected cash flow schedule of the allocation request. The contributing project sponsors must complete Table 2 of the allocation request.

The project sponsor or "recipient/lead agency" must sign the allocation request.
Any contributing project sponsor(s) must also sign the allocation request indicating the dollar amounts to be contributed, or provide a signed letter detailing this information. If

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there are multiple contributing project sponsors, each sponsor must sign the allocation request indicating their respective portion of funds being contributed or submit a signed letter with the required information as described above.

## 9. Allocation Request Submittal

The signed original allocation request (including relevant sections of the publicly-adopted plan or Board Resolution) and letter of verification from the regional entity must be mailed to:

Wendy King, PTMISEA Program Manager
California Department of Transportation
Division of Mass Transportation, MS \#39
P.O. Box 942874

Sacramento, CA 94274-0001

A scan of the allocation request may be e-mailed, but a signed original must follow by mail.

Agencies who fail to submit revisions made to the Allocation Request as requested by Caltrans staff and/or delinquent in other required reports and submittals will not receive additional allocations of PTMISEA funds until all delinquent items have been submitted and approved

## 10. Letter of No Prejudice (LONP) (for a project ready to proceed before allocation)

Project Sponsors may apply to Caltrans for a Letter of No Prejudice (LONP) for one or more projects or project components.

## See PTMISEA Bond Funds LONP Guidelines:

http://www.dot.ca.gov/hq/MassTrans/Proposition-1B.html
Upon receipt of the LONP request, Caltrans has 45 days in which to review and approve/ not approve said documentation.

Agencies who fail to submit revisions made to the LONP Request as requested by Caltrans staff and/or delinquent in other required reports and submittals will not receive additional allocations of PTMISEA funds until all delinquent items have been submitted and approved

## 11. Lending Funds to Other Project Sponsors

In a particular fiscal year, a project sponsor may loan its appropriation (as determined by the SCO) to another project sponsor with an identified eligible project in order to ensure that all appropriations within that fiscal year are utilized. This transfer of funds can be completed with the lending agency/sponsor submitting documentation identifying them as a contributing project sponsor.

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## 12. Project Review, Approval and Adoption

Caltrans reviews allocation requests and approves only those projects that meet the requirements of the PTMISEA. A minimal operable segment/component/phase will not be approved unless it meets the objectives of the PTMISEA. Project sponsors must have the financial means to maintain and operate project services and the ability to accept their legal liabilities and fulfill financial obligations for the project's useful life. Project sponsors must follow the California Air Resources Board's regulations on transit equipment and emissions.

Upon completion of the internal review, Caltrans prepares a list of eligible projects of which the phase(s) funded with PTMISEA is/are ready to start within six-months of allocation, and submits the list to the SCO for final approval. Upon SCO's confirmation, Caltrans will then send written notification of project approval to project sponsors.

Note: Only allocation requests from agencies with a signed Certifications and Assurances document on file, have no delinquent items, and are consistent with the project sponsor's Program Expenditure Plan will be accepted.

## 13. Biannual Project Lists

Caltrans submits to the SCO a list of approved PTMISEA projects twice a year. Due to the State's recent economic problems, bond sales have not been sufficient to fund every request submitted each cycle. Appropriations may be partially allocated to fund projects based on the projected cash flow needs as indicated by the project sponsor. PTMISEA staff will continue to provide updates on the status of funding availability.

## 14. Allocations from PTMISEA

After receiving the PTMISEA project list from Caltrans, the SCO will issue warrants to project sponsors, up to the level of funding each is eligible to receive. Funds are allocated based on project readiness (the six-month rule) as shown in the submitted project schedule. To receive funds by electronic funds transfer, the project sponsor can complete the form at http://www.sco.ca.gov/ard/state/forms/fam34.pdf and send it to the SCO. If the project sponsor does not request electronic fund transfer, the SCO automatically mails the warrant to the project sponsor's physical address.

Upon receipt, the project sponsor must deposit its PTMISEA funds into a bank account dedicated only to PTMISEA funds, for transparency of fund receipt, and to simplify tracking of PTMISEA interest earned. This will facilitate the required annual TDA audit.

## 15. Eligible Bond Expenditures/Fiscal Year Budget Acts

Eligible expenditures include costs directly related to construction or acquisition (design, right-of-way, construction, vehicle or equipment procurement, and project closeout).

Project costs incurred before passage of the following fiscal year Budget Acts are not eligible for PTMISEA funds:

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FY 2007-08: August 24, 2007
FY 2008-09: September 23, 2008
FY 2009-10: July 28, 2009
FY 2010-11: October 8, 2010
FY 2014-15: June 20, 2014
Funds allocated may be used to reimburse project costs incurred prior to receiving the warrant, only if such expenses were incurred after the passage of the applicable budget act.

## 16. Semi-Annual Progress Reports

Government Code Section 8879.50(f)(1) requires project sponsors to report semiannually to Caltrans on the activities and progress of each approved and allocated project to ensure those activities funded from bond proceeds are timely, within approved scope and cost, and are achieving the intended purpose for which they are to be utilized.

Project sponsors must notify Caltrans when allocated PTMISEA funds have been encumbered and must provide completed and signed progress reports every six months until the approved project is completed, and the project final report has been filed.

## The Semi-Annual Report form is available at:

http://www.dot.ca.gov/hq/MassTrans/Proposition-1B.html
The report consists of two sections, the "Semi-Annual Report" and the "Semi-Annual Itemized Expenditure Table." This report must contain accurate and up-to-date information on the progress of each project. Reports will only be accepted by Caltrans staff when determined to be complete and accurate.

- All projects are expected to begin work within six months of receiving an allocation. Should a project experience any delays, the cause of such delay must be reported in the table in Section 7 under "Justification for Change." Any justification deemed inadequate by Caltrans staff will be questioned and the agency will be asked to provide further information.
> Projects that have not begun within one year of the receipt of funds must include a clear description of the circumstances delaying the project that leaves no question that the circumstances were unforeseen, extraordinary, and beyond the control of the agency. The description must include information indicating what steps the agency plans to take to keep the project on track. Agencies with a project that is repeatedly delayed will be encouraged to reassign the funds allocated to that project to either an ongoing project or a pending allocation request that can utilize the funds immediately. The agency may then request the funds for the delayed project once the project is ready to proceed within six months.


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Reports are due 45 days after the end of the fiscal year (June 30) and 45 days after the end of calendar year (December 31). Due dates for semi-annual reports:

## Report due:

August 15, 2016
February 15, 2017
August 15, 2017
February 15, 2018
August 15, 2018
February 15, 2019
August 15, 2019
February 15, 2020
August 15, 2020
February 15, 2021
August 15, 2021
February 15, 2022
August 15, 2022

## Data effective as of:

June 30, 2016
December 31, 2016
June 30, 2017
December 31, 2017
June 30, 2018
December 31, 2018
June 30, 2019
December 31, 2019
June 30, 2020
December 31, 2020
June 30, 2021
December 31, 2021
June 30, 2022

All reports must reflect accurate and complete project information. Any incomplete or inaccurate reports will not be accepted and will be considered delinquent until submitted with corrections and/or additional information as requested by Caltrans staff. Agencies found to have submitted inaccurate information will be placed on the list of high risk project sponsors and could be subject to a Spot Audit (see section 23).

Information regarding project status will be available online, accessible through the Governor's Bond Accountability website:
http://www.bondaccountability.dot.ca.gov/bondacc/MainMenuAction.do?>\&page=modern ization

Each project listed on the site will be updated by Caltrans staff with information reported by project sponsors in the Semi-Annual Reports, Corrective Action Plans, and Final Reports.
$>$ A report listing projects that are experiencing any delays or obstacles will be posted on the website.
$>$ Agencies that have not begun on their approved project, and have not provided an adequate justification as to the cause of the delay, will receive lower priority for funding from future cycles.
>A list of agencies that do not comply with semiannual project status reporting requirements will be posted on the Caltrans, Division of Mass Transportation's website 30 days after the missing or incomplete report's due date. These agencies will also be placed on the list of high risk project sponsors and could be subject to a Spot Audit (see section 23).

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> Agencies who fail to submit the required semiannual project reports will not receive additional allocations of PTMISEA funds until all delinquent reports have been submitted and approved.

## 17. Changes to the Scope, Schedule, or Cost of an Existing Project

To change an approved allocated project, including any changes to the originally approved scope, schedule, or cost, the project sponsor must first obtain approval from Caltrans by submitting a Corrective Action Plan (CAP) form. This must be done before the funds can be applied to any use other than the current projects approved scope of work. Funds may not be used on a different project until the CAP has been submitted and approved.

The Corrective Action Plan (CAP) Form is on the DMT website:
http://www.dot.ca.gov./hq/MassTrans/Proposition-1B.html
If changes to the project are to be made during the Semi-Annual report period, Section 7, Amendment, of the Semi-Annual Report template functions the same as a CAP form so a separate CAP form is not needed.

The CAP must indicate the current approved scope, funded amounts, and schedule in the "Original" column on the left. The revised scope, funding amounts, and schedule are to be listed in the "Revised" column on the right. If a project has already undergone changes with previously approved CAPs, the current approved information should be entered in the "Original" column, rather than the information from the original allocation. If the project schedule is being revised to reflect any delays or obstacles, an adequate justification must be given and the amended PTMISEA project completion date must fall within the original Budget Act time limits.

All CAPs must have the Justification for Change box filled in. If a justification is not deemed adequate by Caltrans Staff, the agency will be asked to provide a revised justification before the CAP is approved.

If it is found that an agency has begun spending funds on a task or project outside the approved scope of work prior to submitting a CAP, the agency will be placed on the list of high risk project sponsors. The Department is entitled to recover any and all funds that are spent on any ineligible costs.

As with the LONP request above, upon receipt of the CAP, Caltrans has 45 days to review and approve/ not approve said documentation.

## 18. Reassigned Funds

Project sponsors may find that they have surplus funds at the completion of an approved PTMISEA project, or they may determine that the funded PTMISEA project is no longer

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the highest priority for an eligible fund use. As a result, the project sponsor may apply to reassign funds to a different project.

If the project is complete and there are surplus funds, an agency should include the proposed use for the surplus funds as part of the required Final Report. If the use of surplus funds has not yet been determined, Caltrans staff shall treat the project as on-going - not completed - until the agency identifies a project to receive the surplus funds.

If the agency elects to reprioritize eligible projects and redirect approved PTMISEA funds, a Corrective Action Plan (CAP) for the original project must be submitted. The CAP must indicate the current approved amount in the "Original" column and the lower revised project cost in the "Revised" column. The CAP must list the amount of surplus funds (and any interest if applicable) that will be transferred and the project that will receive the reassigned funds in the "Justification for Change" box.
When reassigning funds to a NEW project:
$>$ A CAP form is needed for the project that is transferring funds to the new project, and a new Allocation Request is needed for the project receiving the funds.
> The Allocation Request for the reassigned funds should be treated the same as an Allocation Request submitted for new funding, and all required documents must be submitted in the same manner.
$>$ The new project must expend the funds within the time limits of the applicable Budget Act.
$>$ The new allocation request has all the authorized signatures of the same agencies as the original project, so that all contributing project sponsors are aware of the new use of their contributed funds.

The project sponsor may not expend the surplus funds on the new project before receiving a Reassigned Funds Approval Letter from Caltrans authorizing the sponsor to do so.

If reassigning funds to an EXISTING project:
$>$ The project sponsor submits a CAP for the project that will no longer be using PTMISEA funds. The funds should be listed in both the Original and Revised columns and the Justification section should list the project that will receive the reassigned funds.
$>$ An additional CAP is to be submitted for the existing project receiving the reassigned funds. This CAP should list the original fund amounts and the revised amounts based on the transfer of funds following the steps listed above.

If Caltrans staff determines an agency has a pattern/history of reassigning the same funds multiple times, the agency may be placed on the list of high risk project sponsors and could be subject to a Spot Audit (see section 23).

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Agencies who fail to submit revisions made to the CAP as requested by Caltrans staff and/or delinquent in other required reports and submittals will not receive additional allocations of PTMISEA funds until all delinquent items have been submitted and approved

## 19. Interest Earned

Interest on PTMISEA funds must be used in the same manner as the principal. Interest earned must only be used for approved PTMISEA projects, in the following ways:
$>$ If project costs exceed the amount on the approved allocation request, any interest earned may be applied to the project, if a project sponsor first submits a Corrective Action Plan (CAP) (available on the Caltrans, Division of Mass Transportation website, or from Caltrans PTMISEA staff) and Caltrans approves that CAP before any interest earned is applied to the project.
> Interest remaining after project closeout must be applied to another approved PTMISEA project. Any unused interest not applied to a current project should be applied to the next allocation request submitted, and used prior to, or along with, the allocation of additional funds.
> The PTMISEA staff will inquire about the status of unused interest every 6 months until said interest earned is exhausted.

## 20. Final Report

Once a project has been completed, the project sponsor must notify Caltrans, Division of Mass Transportation by e-mail or letter. Within six months of completion, the project sponsor must submit a Final Project Report.

The Final Project Report forms are available at:
http://www.dot.ca.gov/hq/MassTrans/Proposition-1B.html

The Final Project Report includes:
> Final Project Report form. This report must include the comparison of actual project performance of the final project to the projected performance when the allocation was requested.
$>$ Final Project Itemized Expenditure Table.
Verification of project completion as scoped: The project sponsor must provide evidence of project completion, such as a photo of the completed project. In the majority of cases, evidence of project completion can be satisfied by submitting one or more of the following:

- Photographs of the completed project such as of a new transit structure or acquired vehicle(s),
- A copy of the Final invoicing,
- A copy of the Punch list from the facility's final walk-through, or
- Vehicle Identification Number (VIN) of the vehicles acquired

The above list is only a few samples of what can be used to show evidence of completion of a project. Please feel free to contact the PTMISEA office to discuss what other means may exist for your circumstances.
> If the project has been completed with a savings, the report should indicate the amount of savings and how those funds will be applied towards an eligible PTMISEA project(s). Any project cost savings not reassigned to a current project, should be applied to the next allocation request submitted, and used prior to, or along with, the allocation of additional funds The PTMISEA staff will inquire about the status of any outstanding cost savings every 6 months until said savings are exhausted.

Please ensure expenditure, interest, and all other information in the final report is properly reported. Incomplete or incorrect reports will not be accepted and will be considered delinquent until corrections are provided.

Agencies with delinquent reports will not receive future PTMISEA allocations until the correct reports have been received by DMT.

## 21. Project Audit (Transportation Development Act)

Annual audit of public transportation operators required under the Transportation Development Act (TDA), per PUC 99245, must include verification of receipt and appropriate expenditure of bond funds. Any entity receiving PTMISEA funds in a fiscal year for which a TDA audit is conducted must submit a copy of the audit to Caltrans by six months after the close of the fiscal year (December 31). Caltrans will make the audits available to the Legislature and the SCO, as necessary, to comply with Executive Order S-02-07’s follow-up reporting requirement. Project sponsors may request a 90-day extension from the December 31 deadline to March 31. They must notify Caltrans in writing via e-mail or a formal letter.

Project sponsors who fail to submit an expanded TDA audit documenting all PTMISEA funding allocated to date will not receive future PTMISEA allocations until the required document(s) have been submitted to DMT.

## 22. Caltrans Spot Audits of Project Sponsors

The PTMISEA program was audited by the Department of Finance (Finance) in the fall of 2011. Finance auditors found deficiencies in Caltrans' oversight and monitoring of PTMISEA projects and made recommendations for improvement. One of these recommendations was to begin the practice of conducting spot audits of recipient and sub recipient agencies. Accordingly, Caltrans will increase its audits of recipients and sub recipients. Spot audits can take place at any time at the discretion of the Caltrans without prior warning given to the

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agency. A spot audit may be conducted on a specific issue or function. Any evidence or intelligence that supports the need for a compliance audit action will be pursued by the Department. High risk project sponsors are likely to become the subject of an audit.

Agencies or projects will be placed on the high risk list for the following:
> Delinquent with reporting and/or providing documentation as stipulated in the PTMISEA guidelines
$>$ Agencies with frequent errors or have not conformed to the requirements of previous awards.
$>$ Agencies engaged in multiple reassignments of funds.
> Projects with $0 \%$ progress one year after allocation
$>$ Special Situations.
Caltrans will select agencies each year and perform an extensive review of all PTMISEA related information from that agency. If selected, an agency may be asked to provide additional documents pertinent to the PTMISEA program and projects that have been funded. If inconsistencies are found, agencies will be provided an opportunity to correct those errors. If discrepancies are not corrected, the agency will not be eligible to receive future funding.

## 23. California Transportation Commission's Annual Report

Caltrans will furnish project information to the California Transportation Commission to be included in its annual report to the Legislature. The report will provide a summary of PTMISEA projects allocated and the following information as required by California Government Code Section 8879.55(g):

- Description and location of the projects funded from the account
- Amount of funds allocated to each project
- Status of each project
- A description of public benefit expected from each project
- Designation of any projects subject to an audit under the Transportation Development Act (TDA)


## 24. Annual Legislative Report

General obligation bond law, California Government Code Section 16724.4, requires the administrative agency, Caltrans, to submit a report to the California State Legislature no later than January 1st each year. This report shall include:

- A list of all projects and their geographical location that have been allocated or are required or authorized to receive funds.
- The amount of funds allocated on each project.
- The status of any project required or authorized to be funded.


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Caltrans has established the Proposition 1B Bond Accountability website and has posted this information related to each project. Caltrans administered programs can be accessed from the Intercity Rail Improvement link and the PTMISEA link. The website address is:
$\underline{\text { http://www.bondaccountability.dot.ca.gov/bondacc/ }}$

## 25. Additional Information

Website for additional information about Caltrans, Division of Mass Transportation, PTMISEA Branch:
http://www.dot.ca.gov/hq/MassTrans/Proposition-1B.html

## Attachment B

## MEMORANDUM OF AGREEMENT BETWEEN SANTA CLARA VALLEY TRANSPORTATION AND SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FOR SALE OF USED SURPLUS TRANSIT COACHES

This memorandum of agreement ("Agreement") is made and entered into by and between the Santa Clara Valley Transportation Authority ("VTA") and Santa Cruz Metropolitan Transit District ("SCMTD") (individually, a "Party" and collectively, "the Parties").

## RECITALS

WHEREAS, VTA purchased forty (40) 2002 New Flyer 60' Diesel Articulated buses (hereinafter "Articulated Buses" or "Coach(es)"), which were acquired in 2002 with FTA funds;

WHEREAS, the Articulated Buses are fully depreciated and have reached their useful life, ${ }^{1}$ as that term is defined by the FTA and as set forth in the FTA Circular 5010.1E, "Award Management Requirements;"

WHEREAS, SCMTD has a current need for transit coaches;
WHEREAS, VTA has a surplus of used Articulated Buses;
WHEREAS, VTA would like to sell to SCMTD its four (4) used, surplus Articulated Buses that were funded with FTA funds;

NOW, THEREFORE, the Parties agree as follows:

## AGREEMENT

## 1. SALE OF FOUR (4) USED, SURPLUS TRANSIT COACHES

VTA hereby agrees to sell to SCMTD, and SCMTD agrees to accept the following four (4) used, surplus Articulated Buses.

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| VEHICLE <br> NUMBER | YEAR | VEHICLE DESCRIPTION | VIN NUMBER | VTA ASSET NUMBER | ESTIMATED SCMTD COACH PICK-UP DATE | $\begin{aligned} & \text { COACH } \\ & \text { SALES } \\ & \text { PRICE } \end{aligned}$ | COACH DECOMMISSIONING FEE | TOTAL COACH PRICE INCLUDING DECOMMISSIONING FEE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2316 | 2002 | New Flyer 60' | 5FYD2UU102U023974 | 1002356 | 10/12/2018 | \$1.00 | \$4,757.96 | \$4,758.96 |
| 2318 | 2002 | New Flyer 60' | 5FYD2UU142U023976 | 1002358 | 11/9/2018 | \$1.00 | \$4,757.96 | \$4,758.96 |
| 2322 | 2002 | New Flyer 60' | 5FYD2UU162U023980 | 1002362 | 2/28/2019 | \$1.00 | \$4,757.96 | \$4,758.96 |
| 2333 | 2002 | New Flyer 60' | 5FYD2UU102U023991 | 1002373 | 2/28/2019 | \$1.00 | \$4,757.96 | \$4,758.96 |
| TOTAL |  |  |  |  |  |  |  | \$19,035.84 |
| 9.25\% SALES TAX |  |  |  |  |  |  |  | \$1,760.82 |
| GRAND TOTAL |  |  |  |  |  |  |  | \$20,796.66 |

## 2. DECOMMISSIONING COSTS AND METHOD OF PAYMENT

The total fee in connection with this sale shall be $\$ 20,796.66$, to be paid by wire transfer to VTA prior to SCMTD's removal of the Express Buses. VTA will send bank information for the wire transfer in a separate email. The term "removal," as used in this Section 2, shall refer to the act of SCMTD (or its designated agent) entering upon VTA property to remove the Coaches.

## 3. REMOVAL OF COACHES

Removal shall be at the sole expense, liability, and risk of SCMTD. Per the estimated schedule in the table set forth in Section 1, SCMTD must remove the Coaches no later than five (5) working days after SCMTD's proof of title transfer to VTA. Further, SCMTD must provide at least 48 hours advance notice (via a phone call) to VTA's Maintenance Superintendent, Chris Finstad, at (408) 546-7731, so that the parties can coordinate a pick-up time for the Coaches. SCMTD's removal of the Coaches from VTA's property shall constitute acceptance.

## 4. CONVEYANCE OF TITLE

VTA will sign and release the pink slips for each Coach upon receipt of full payment. Title shall pass to SCMTD upon full payment to VTA.

VTA, will retain the exempt plate for each Coach, and SCMTD must register and pay any applicable registration fees due and payable to the California Department of Motor Vehicles for each Coach's license plate and registration.

## 5. AS-IS PURCHASE

It is understood and agreed that: (a) VTA is selling and SCMTD is purchasing the Coaches on an "AS-IS WITH ALL FAULTS" condition, and (b) VTA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY VTA IS A WARRANTY THAT VTA IS THE OWNER OF THE COACHES.

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## 6. RELEASE

SCMTD assumes all risks and liability whatsoever resulting from the possession, use, or disposition of the Coaches. VTA will have no liability with respect to Coaches, including having no liability for indirect, incidental, or consequential damages.

SCMTD hereby fully releases VTA from, and irrevocably waives its right to maintain, any and all claims and causes of action that SCMTD may now have or hereafter acquire against VTA arising from, related to, or caused by any defects, errors, omissions, or any other conditions affecting the Coaches.

## 7. REMAINING WARRANTY COVERAGE

[OMITTED]

## 8. INDEMNITY

SCMTD shall indemnify, defend, and hold harmless VTA, its board members, officers, agents, employees, and consultants (collectively, the "Indemnitees") from any claims, liabilities, losses, injuries, damages, expenses, fines, penalties, liens, or fees and costs (including attorneys' and experts' fees and costs) (each a "Claim" and collectively "Claims") arising out of, pertaining to, caused by, or in any way relating to the following (whether such Claims are based upon a contract, personal injury, death, property damage, or any other legal or equitable theory whatsoever):
a. SCMTD entering VTA's premises and removing the Coaches; or (ii) SCMTD's possession or use of the Coaches after consummation of the sale;
b. If applicable, SCMTD's removal of the Coaches' existing tires and the installation of the SCMTD's tires onto the Coaches; and
c. Any subsequent owner or operator's use of the Coaches; or (ii) the presence of the Coaches on the premises of any subsequent owner or operator thereof.

## 9. CALIFORNIA AIR RESOURCE BOARD REGULATIONS

Disclosure of Regulation Applicability: An on-road heavy-duty diesel or alternativediesel vehicle operated in California may be subject to the California Air Resources Board ("CARB") regulations to reduce particulate matter and criteria pollutant emissions from in-use heavy-duty diesel vehicles. Therefore, an on-road heavy-duty diesel or alternative-diesel vehicle could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

Accordingly, SCMTD is charged with complying with CARB's mandatory annual reporting requirements (and any other CARB requirements) regarding the diesel fleet emissions for the Coaches. SCMTD is required to consult with CARB to determine its

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compliance obligations in connection with the Coaches. More information can be found on the California Air Resources Board website at https://www.arb.ca.gov/dieseltruck.

## 10. PARTS MANUALS/ACCESS TO MAINTENANCE RECORDS

VTA shall provide, at no additional charge to SCMTD, VTA's maintenance records for the Coaches upon the date of removal of the Coaches from VTA property. Additionally, VTA shall provide SCMTD with the applicable parts manuals at no additional charge.

## 11. GENERAL PROVISIONS

a. Governing Law. The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.
b. Forum Selection. Any lawsuit or legal action arising from this Contract shall be commenced and prosecuted in the courts of Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
c. Nonwaiver. Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder shall not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.
d. Severability. If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
e. Entire Agreement. This Agreement constitutes the entire contract between VTA and SCMTD relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
f. Amendments. Except as expressly provided herein, the provisions of this Agreement cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and SCMTD.
g. Compliance with Applicable Law. In the performance of the Services, SCMTD and its contractors (if applicable) shall comply with all applicable requirements of

## Attachment B

state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.
h. Incorporation of Exhibits and Attachments. Any exhibits and attachments referenced in this Contract are incorporated herein by this reference.
i. Binding on Successors. All the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.
j. Authorized Representatives, Notices, and Points of Contact. The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

## I. AUTHORIZED REPRESENTATIVES:

## VTA:

Thor Vue
Chief Procurement Officer
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
thor.vue @ vta.org

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT:<br>Alex Clifford<br>CEO/General Manager<br>110 Vernon Street<br>Santa Cruz, CA 95050<br>(831) 426-6080<br>AClifford@scmtd.com

II. NOTICES: Notices shall be in writing and addressed to the Authorized Representatives at the address set forth above.
III. POINTS OF CONTACT: The Points of Contact listed below are authorized to communicate regarding agreement matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

## Attachment B

VTA:
Keisha Carnahan
Senior Contract Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
(408) 321-7194
keisha.carnahan@vta.org

## SANTA CRUZ METROPOLITAN TRANSIT

DISTRICT:
Alex Clifford
CEO/General Manager
110 Vernon Street
Santa Cruz, CA 95050
(831) 426-6080

AClifford@scmtd.com
IV. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative or Point of Contact stated above.

In witness whereof, VTA and SCMTD have executed this Agreement as of the last date set forth below ("Effective Date").

SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY
Nuria I. Fernandez Date

General Manager/CEO

SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT
Signature Date

Alex clifford
Printed Name

Title

## Approved as to Form:

Caroline Kim Date

Assistant Counsel

Attachment C
MEMORANDUM OF AGREEMENT
BETWEEN
SANTA CLARA VALLEY TRANSPORTATION
AND
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FOR
SALE AND INSTALLATION OF NEW MICHELIN TIRES ON
FOUR 2002 NEW FLYER ARTICULATED BUSES AND
TEN 2014 GILLIG EXPRESS BUSES

This memorandum of agreement ("Agreement") is made and entered into by and between the Santa Clara Valley Transportation Authority ("VTA") and Santa Cruz Metropolitan Transit District ("SCMTD") (individually, a "Party" and collectively, "the Parties").

## RECITALS

WHEREAS, pursuant to two separately executed Memoranda of Agreement, VTA has agreed to: (i) sell to SCMTD four (4) used, surplus 2002 New Flyer 60' Diesel Articulated Buses (hereinafter "Articulated Buses") ; and (ii) transfer to SCMTD ten (10) used, surplus 2014 Gillig 40' Hybrid Express Buses (hereinafter "Express Buses") (collectively referred to as "Buses" or "Coaches");

WHEREAS, VTA purchased from Michelin (with Local funds) the following tires to install: (i) sixty (60) Michelin New Radial Tires Model No. 305/85R22.5 for the Express Buses; and (ii) forty (40) Michelin New Low-Profile Tires Model No. 305/70R22.5 for the Articulated Buses to install on these Buses;

WHEREAS, VTA has agreed to sell to SCMTD the tires that VTA purchased from Michelin;
NOW, THEREFORE, the Parties agree as follows:

## AGREEMENT

## 1. SALE AND INSTALLATION OF ONE HUNDRED (100) MICHELIN TIRES

VTA hereby agrees to sell to SCMTD, and SCMTD agrees to accept the following one hundred (100) new tires (hereinafter "Tires") to be installed on the surplus Articulated Buses and the Express Buses that were recently sold/transferred to SCMTD.

Attachment C

| VEHICLE NUMBER | YEAR | VEDHCLE <br> JESCRIPTION | VN NUMBER | VTA ASSET NIMBER | ESTMATED SCMID COACH PICK-UP DATE | MICHELIN TIRE DESCRIPTION | MICHELIN TIRE MODEL NO. | NUMBER OF TIRES PER BEIS | MICHELIN PER TRRE PRICE, INCLUTHNG LNSTALLATION, \& ALL APPLICABLE FEES (INCLUDNG TRRE RECYCLE REES | ExTENDED <br> MICHELIN TIRE <br> PRICE, LSCLUDING <br> installation |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4201 | 2014 | Gillig 40' Hybrid | 15GGD3018E1184708 | 1005253 | 11/9/2018 | NEW RADIAI, | 305/85R22.5 | 6 | \$ $\$ 05.60$ | \$4,833.60 |
| 4202 | 2014 | Gitlig $40^{\prime} \mathrm{Hy}$ brid | 15GGD301XE1184709 | 1005254 | 11/9/2018 | NEW RADIAL | 305/85R22.5 | 6 | \$505.60 | \$4,833.60 |
| 4203 | 2014 | Gilllig 40' Hybrid | 15GGD3016E1184710 | 1005278 | 11/9/2018 | NEW RADIAL | 305/85R22.5 | 6 | \$305.60 | \$4,833.60 |
| 4204 | 2014 | Gilllig 40 $40^{\prime} \mathrm{H}$ b brid | 15GGD3018E1184711 | 1005255 | 12/7/2018 | NEW RADIAL | 305/85R22.5 | 6 | \$ $\$ 05.60$ | \$4,833.60 |
| 4205 | 2014 | Gillilig $40^{\circ} \mathrm{Hybrid}$ | 15GGD301XE1184712 | 1005256 | 12/7/2018 | NEW RADIAL | 305/85R22.5 | 6 | \$ $\$ 05.60$ | S4,833.60 |
| 4206 | 2014 | Gillig $40^{\circ} \mathrm{Hybrid}$ | 15GGD3011E1884733 | 1005279 | 12/7/2018 | NEW RADIAL | 305/85R22.5 | 6 | \$ $\$ 05.60$ | \$4,833.60 |
| 4207 | 2014 | Gillig $40^{\circ} \mathrm{Hybrid}$ | 15GGD3013E1184714 | 1005267 | 1/4/2019 | NEW RADIAL | 305/85R22.5 | 6 | \$805.60 | \$4,833,60 |
| 4208 | 2014 | Gillig $40^{\circ} \mathrm{Hybrid}$ | 15GGD3015E1184715 | 1005268 | 1/4/2019 | NEW RADIAI. | 305/85R22.5 | 6 | \$805.60 | \$4,833,60 |
| 4209 | 2014 | Gillig $40^{\prime} \mathrm{Hybrid}$ | 15GGD3017E1184716 | 1005269 | 2/28/2019 | NEWY RADLAL | 305/85R22.5 | 6 | \$ $\$ 05.60$ | \$4,833.60 |
| 4210 | 2014 | Gilligi $40^{\circ} \mathrm{Hybrid}$ | 15GGD3019E1184717 | 1005270 | $2 / 28 / 2019$ | NEW RADIAL | $305 / 85 \mathrm{R} 22.5$ | 6 | \$805.60 | \$4,833.60 |
| 2316 | 2002 | New Flyer 60' | 5FYD2UUI02U023974 | 1002356 | 11/9/2018 | NEW LOW PROFILE TIRE | 305/70R22.5 | 10 | \$703.20 | \$7,032.00 |
| 2318 | 2002 | New Flyer $60^{\circ}$ | 5FYD2UU142U023976 | 1002358 | 12/7/2018 | NEW LOW PROFILE TIRE | 30570R22.5 | 10 | \$703.20 ${ }^{\circ}$ | \$7,032.00 |
| 2322 | 2002 | New Flyer $60^{\circ}$ | 5FYD2UU162U023980 | 1002362 | 1/4/2019 | NEW LOW PROFILE TIRE | 305/70R22.5 | 10 | \$703.20 | \$7,032.00 |
| 2333 | 2002 | New Fljer $60^{\circ}$ | 5FYD2UU102U023991 | 1002373 | 2/28/2019 | NEW LOW PROFILE TIRE | 305/70R22.5 | 10 | \$703.20 | \$7,032.00 |
| TOTAL |  |  |  |  |  |  |  |  |  | \$76,464.00 |
| 9.25\% SALES TAX |  |  |  |  |  |  |  |  |  | \$7,072.92 |
| GRAND TO | TAL |  |  |  |  |  |  |  |  | \$83,536.92 |

## 2. METHOD OF PAYMENT

The total fee in connection with this sale shall be $\$ 83,536.92$, to be paid by wire transfer to VTA prior to SCMTD's possession of the Tires. VTA will send bank information for the wire transfer in a separate email.

## 3. AS-IS PURCHASE

It is understood and agreed that: (a) VTA is selling and SCMTD is purchasing the Michelin Tires on an "AS-IS WITH ALL FAULTS" condition, and (b) VTA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ONLY WARRANTY OR REPRESENTATION MADE BY VTA IS A WARRANTY THAT VTA IS THE OWNER OF THE TIRES.

## 4. RELEASE

SCMTD assumes all risks and liability whatsoever resulting from the possession, use, or disposition of the Tires. VTA will have no liability with respect to the Tires, including having no liability for indirect, incidental, or consequential damages.

SCMTD hereby fully releases VTA from, and irrevocably waives its right to maintain, any and all claims and causes of action that SCMTD may now have or hereafter acquire against VTA arising from, related to, or caused by any defects, errors, omissions, or any other conditions affecting the Tires.

## 5. REMAINING WARRANTY COVERAGE

Any remaining warranty coverage on the Tires is set forth in Exhibit A, attached hereto. SCMTD must contact Michelin directly for any warranty claims or issues. SCMTD shall not contact VTA concerning any warranty issues.

## 6. GENERAL PROVISIONS

a. Governing Law. The laws of the State of California will govern these terms and conditions, as well as any claim that might arise between Contractor and VTA, without regard to conflict of law provisions.

## Attachment C

b. Forum Selection. Any lawsuit or legal action arising from this Contract shall be commenced and prosecuted in the courts of Santa Clara County, California. Contractor agrees to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
c. Nonwaiver. Failure of VTA to insist upon strict performance of any terms or conditions of this Contract or failure or delay in exercising any rights or remedies provided herein or by law or its failure to properly notify Contractor in the event of breach or its acceptance of or payment for any Services hereunder shall not release Contractor from the representations or obligations of this Contract and will not be deemed a waiver of any right of VTA to insist upon strict performance hereof or any of its rights or remedies hereunder.
d. Severability. If any of the provisions of this Contract (or portions or applications thereof) are held to be unenforceable or invalid by any court of competent jurisdiction, VTA and Contractor shall negotiate an equitable adjustment in the provisions this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.
e. Entire Agreement. This Agreement constitutes the entire contract between VTA and SCMTD relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written.
f. Amendments. Except as expressly provided herein, the provisions of this Agreement cannot be altered, modified or amended except through the execution of a written amendment executed by VTA and SCMTD.
g. Compliance with Applicable Law. In the performance of the Services, SCMTD and its contractors (if applicable) shall comply with all applicable requirements of state, federal and local law. The provision of this paragraph shall be included in any subcontracts hereunder.
h. Incorporation of Exhibits and Attachments. Any exhibits and attachments referenced in this Contract are incorporated herein by this reference.
i. Binding on Successors. All the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, and legal representatives.
j. Authorized Representatives, Notices, and Points of Contact. The Authorized Representatives identified below, or assigned designees, have authority to authorize changes to the scope, terms and conditions of this Contract, as set forth herein.

## I. AUTHORIZED REPRESENTATIVES:

VTA:<br>Thor Vue<br>Chief Procurement Officer<br>Procurement, Contracts, and Materials Management<br>3331 N. First Street, Bldg. A<br>San Jose, CA 95134-1906<br>thor.vue@vta.org

## Attachment C

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT:
Alex Clifford
CEO/General Manager
110 Vernon Street
Santa Cruz, CA 95050
(831) 426-6080

AClifford@scmtd.com
II. NOTICES: Notices shall be in writing and addressed to the Authorized Representatives at the address set forth above.
III. POINTS OF CONTACT: The Points of Contact listed below are authorized to communicate regarding agreement matters, except in the case where correspondence regarding legal notices must be addressed to the Authorized Representatives.

## VTA:

Keisha Carnahan
Senior Contract Administrator
3331 N. First Street, Bldg. A
San Jose, CA 95134-1906
(408) 321-7194
keisha.carnahan@vta.org

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT:

Alex Clifford
CEO/General Manager
110 Vernon Street
Santa Cruz, CA 95050
(831) 426-6080

AClifford@scmtd.com
IV. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative or Point of Contact stated above.

## Attachment C

In witness whereof, VTA and SCMTD have executed this Agreement as of the last date set forth below ("Effective Date").

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

| Sunny Drennan | Date |
| :--- | :--- |
| Purchasing Manager |  |

Purchasing Manager
Date

| Signature | Date |
| :--- | :--- |
| Alex clifford |  |
| Printed Name |  |
| Title |  |

Printed Name

Title

## SANTA CRUZ METROPOLITAN

 TRANSIT DISTRICT
## Approved as to Form:

Caroline Kim
Date
Assistant Counsel

## EXHIBIT A

## MICHELIN TRUCK TIRE WARRANTY

Attachment C

## () BM MCMERMM $^{\circ}$

## HRUCK TIRE LINTHIFD Y/ARRANTV AMVD OPGRAIORS NIANUUAL

Important!
Register your tires at wwwamichelinman. com/USYen/register. hitml or send us your tire registration card by mail. See the card on Page 5.

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## ABOUT THIS WARRANTY

As the original purchaser of a MICHELIN ${ }^{\text {® }}$ brand truck tire, you are covered by all the benefits and conditions (subject to the maintenance recommendations and safety warnings) contained in this booklet. To ensure your understanding of and compliance with the terms and conditions of this warranty, please read it carefully. It is essential that you also read and understand the Safety and Maintenance Recommendations for your tires beginning on Page 7.

## WHAT IS COVERED AND FOR HOW LONG

## Workmanship and Materials

Except as limited below, MICHELIN ${ }^{\ominus}$ Truck Tires bearing the Michelin name and complete serial or identification numbers, used according to the instructions contained in this Operator's Manual, are covered by this limited warranty against defects in workmanship and materials for original tread life or 7 years from the date of purchase, whichever occurs first. If no proof of purchase is available, coverage will be based on the date of manufacture as referenced in Definitions below. At that time, all warranties, express or implied, expire.

Certain MICHELIN ${ }^{\text {® }}$ Truck Tires used only in long-haul service according to the instructions contained in this Operator's Manual are covered by an additional Manufacturer's Limited Casing Guarantee against defects in workmanship and materials for 700,000 miles and up to 3 retreads, for 7 years from the date of purchase when retreaded by an authorized Michelin Retread Technologies (MRT) Dealer. If no proof of purchase is available, coverage will be based on the date of manufacture as referenced in Definitions on the next page. At that time, all warranties, express or implied, expire. These products are identified with the designation " 7 Year /700,000 Mile / 3-Retread Manufacturer's Limited Casing Guarantee" in the commercial literature.


Casings covered by this Manufacturers Limited Casing Guarantee must have been inspected by a Michelin Truck Tire Retailer and retreaded by an authorized Michelin Retread Technologies (MRT) Dealer, in accordance with the repair and retreading standards set by the Tire Industry Association and Michelin Retread Technologies, Inc., (MRTI).

Certain other Guarantees may apply to specific MICHELIN ${ }^{\ominus}$ Truck Tires that extend beyond the MICHELIN ${ }^{\circledR}$ Truck Tire Limited Warranty. These are referenced in the commercial literature or at www.michelintruck.com.

## Attachment C

## DEFINITIONS

The life of the original usable tread is the original tread down to the level of the tread wear indicators $-2 / 32$ nds of an inch ( 1.6 mm ) of tread remaining. * Date of purchase is documented by new vehicle registration or tire sales invoice. If no proof of purchase is available, coverage will be based on the date of manufacture, as molded on the sidewall. The date of manufacture is based on the original Michelin DOT** number molded on the tire sidewall. The mileage received will be based on fleet records. Replacement will be made in accordance with the terms and conditions described under "HOW REPLACEMENT CHARGES ARE CALCULATED" on Page 3.

A Tire Registration Card may be found at the last page of this booklet or visit www.michelinman.com/US/en/register.html.

## WHAT IS NOT COVERED

Tires which become unserviceable due to:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage or puncture);
- Incorrect mounting of the tire, tire/wheel imbalance, improper retread or improper repair;
- Misapplication, improper maintenance, racing, overload, under inflation, over inflation or other abuse resulting in casing damage or fatigue;
- Accident, fire, chemical corrosion, contamination, tire alteration or vandalism;
- Flat spotting caused by improper storage;
- The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide;
- Uses other than long haul service for any extended casing guarantee claims;
- Uneven or rapid wear caused by mechanical irregularity in the vehicle, such as wheel misalignment or worn/damaged suspension components, resulting in damage to the under-tread, carcass or steel belts

Contact your local Michelin representative if additional information is needed.

[^7]
## WORKMANSHIP AND MATERIALS

Warranty claims can only be processed through an authorized Michelin Truck Tire Retailer. A tire which becomes unserviceable due to a condition covered by this workmanship and materials limited warranty will be replaced with a comparable new MICHELIN Truck Tire, for a pro rata charge. The Michelin Truck Tire Retailer will determine the charge by multiplying the percentage of the original usable tread worn by the current selling price at the adjustment location or the price on the current MICHELIN ${ }^{\circledR}$ Truck Tires Base Price List, whichever is lower.

## You pay the cost of mounting, balancing, any other service charges and applicable taxes.

## LONG HAUL TIRES WITH MANUFACTURERS LIMITIED CASING GUARANTEE

If your Long Haul tire covered by the " 7 Year / 700,000 Mile / 3-Retread Manufacturer's Limited Casing Guarantee" becomes unserviceable due to a condition covered by this warranty before providing 700,000 miles and 3 retreads of service, Michelin will provide casing credit based on the following schedule:

| Life of Casing up to 7 Years | Casing Credit |
| :--- | :--- |
| Original Tread | Market Value |
| First, Second or Third retread | Market Value |

## WHAT YOU MUST DO WHEN MAKING A CLAIM

When making a claim under the terms of this limited warranty, you must present your tire/casing to a Michelin Truck Tire Retailer. You pay any service charges for normal vehicle and tire maintenance.

## CONDITIONS AND EXCLUSIONS

Unless this limitation is prohibited by state law, this warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience, or incidental or consequential damages.
Tires/casings presented for claim remain the property of the owner, and MICHELIN ${ }^{\text {® }}$ brand accepts no responsibility for loss of, or damage to, tires/casings, which are in the custody or control of a Michelin Truck Tire Retailer for the purpose of inspection for warranty adjustment.
Tires / Casings accepted for claim become the property of Michelin North America, Inc, (MNA).
In the event of a disputed claim, the owner must make the tire available for further inspection.
No Michelin representative, employee or retailer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this limited warranty.
This limited warranty applies only in the United States.

## Attachment C

## CONSUMER RIGHTS

This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

## SAFETY MAINTENANCE INFORMATION

Read the MICHELIN ${ }^{\text {® }}$ Truck Tire Service Manual, the Truck Tire Operator's Manual and Limited Warranty, the information on the sidewall of your tires, your vehicle owner's manual and vehicle tire information placard for essential safety and maintenance information.

## WHEN SERVICE IS REQUIRED:

1. Contact a Michelin Truck Tire Retailer listed in the dealer locator on www.michelintruck.com.
2. If additional assistance is needed in locating a Michelin Truck Tire Retailer, please call or write to Michelin Consumer Care listed on back page.

## TIRE REGISTRATION

Important!
Please visit www.michelintrucktires.com or www.michelinrvtires. com under Reference Materials > Warranties/Guarantees for specific details about tire registration or mail in the tire registration card on the next page.

TIRE REGISTRY MICHELIN NORTH AMERICA, INC. In case of a recall, we can reach you only if we have
your name and address. Instead of mailing this form,
you can register online at www.tireregistration.com.

You MUST register your tires to be on our recall list. | Do it today. |  |  |
| :--- | :---: | :--- |
| CUSTOMER'S NAME | (PLEASE PRINT) |  |
| CUSTOMER'S ADDRESS |  |  |
| CITY | STATE | ZIP CODE |



We do not sell or rent names to third parties.
We cannot use tire registration information for marketing purposes.

## DRIVING ON ANY TIRE THAT DOES NOT HAVE THE CORRECT INFLAIION PRESSURE IS DANGEROUS AND MAY CAUSE IRREPARABLE TIRE DAMAGE.

Any underinflated tire builds up excessive heat that may result in sudden tire destruction. For replacement tires, the correct inflation pressure will be provided by your Michelin Truck Tire Retailer. If not, refer to the vehicle placard.
The placard indicates the inflation pressures required for the maximum axle loads (gross axle weight rating). However, do not exceed the maximum inflation pressure for the tire or the wheel on which it is mounted.


## CHECK THE COLD INFLATION PRESSURE IN ALL YOUR TIRES, INCLUDING THE SPARE, AT LEAST ONCE EACH WEEK

Failure to maintain correct inflation pressure may result in improper vehicle handling and may cause rapid and irregular tire wear, sudden tire destruction, loss of vehicle control and serious personal injury. Therefore, inflation pressures should be checked at least once each week and always prior to long distance trips.

Please refer to your authorized michelin Truck Tire Retailer or www.michelintruck.com for detailed information on axle loads and appropriate cold inflation pressures.

Pressures should be checked when tires are cold; in other words, before they have been driven on. The ideal time to check tire pressures is early morning. Driving, even for a short distance, causes tires to heat up and pressure to increase.

Never bleed air from hot tires. Bleeding air from hot tires could result in under inflation.

Use an accurate tire gauge to check pressures. Never allow children to inflate or deflate tires.

If your pressure check indicates that one of your tires has lost pressure of four pounds or more, look for signs of penetration, valve leakage or wheel damage that may account for the pressure loss.

Any tire suspected of having been run flat or run at very low pressure (less than $80 \%$ of normal operating pressure) should not be re-inflated without careful inspection of the entire tire.

## Attachment C

## INSBEGT YOUR TRES DALLY - IF YOU SEE ANY DAMAGE TO THE TIRES OR WHEELS TAKE THEM TO AN AUTHORIZED MICHELIN RETALER AT ONCE

## HAZARDS

Driving over potholes, curb, glass, metal, rocks, wood debris and the like, can damage a tire and should be safely avoided. Unavoidable contact with such hazards should prompt a thorough tire inspection.

If you see damage to your tires or wheels, replace with a spare and immediately visit a Michelin Truck Tire Retailer for advice.


## INSPECTION

Always examine your tires for bulges, cracks, cuts, penetrations and abnormal tire wear, particularly on the edges of the tire tread, which may be caused by misalignment or underinflation. If any such damage is found, the tire must be inspected by a Michelin Truck Tire Retailer at once. Use of a damaged tire could result in rapid pressure loss and sudden tire destruction. Failure to control a vehicle when one or more tires experience a sudden pressure loss can lead to an accident.

All tires will wear out faster when subjected to high speeds as well as hard cornering, rapid starts, sudden stops, frequent driving on surfaces which are in poor condition, and off-road use. Surfaces with holes and rocks or other objects can damage tires and cause vehicle misalignment. When driving on such surfaces, drive carefully and slowly, and before driving again at normal or highway speeds, examine your tires for any damage, such as cuts, bulges, penetrations, unusual wear patterns, etc.

## WEAR BARS

MICHELIN Truck Tires contain "Wear Bars" in the grooves of the tire tread which show up when only $2 / 32$ nds of an inch $(1.6 \mathrm{~mm})$ of tread is remaining. At this stage, tires must be replaced. Tires worn beyond this stage are dangerous.
(Federal law requires the tires on front axles of a Bus, Truck or Truck Tractor to have at least 4/32nds of an inch of tread depth remaining.)

## HIGH SPEED DRIVING CAN BE DANGEROUS AND MAY DAMAGE YOUR TIRES

Correct inflation pressure is especially important. However, at high speeds, even with the correct inflation pressure, a road hazard, for example, is more difficult to avoid and, if contact is made, has a greater chance of causing tire damage than at lower speeds. Moreover, driving at high speeds reduces the reaction time available to avoid accidents and bring your vehicle to a safe stop.

| AVMATNINE | DO NOT DRIVE AT SPEEDS FASTER THAN THE SPEED RATINGS FOR YOUR |
| :---: | :---: |
| LIM | TIRES. NEVER EXCEED LEGAL SPEED bLE FOR THE DRIVING CONDITIONS. |

## Attachment C

If you see any damage to a tire or wheel, replace it with the spare at once and visit a Michelin Truck Tire Retailer.

The maximum speed at which MICHELIN ${ }^{-}$Truck Tires can be operated is indicated in the MICHELIN ${ }^{\ominus}$ Truck Tire Data Book. This speed varies for each type of tire and depends on the type of application. Consult a Michelin Truck Tire Retailer for assistance in determining the maximum speed for your application.

Exceeding this maximum speed will cause the tire to build up excessive heat, which can cause tire damage that could result in sudden pressure loss and rapid tire destruction. Failure to control a vehicle when one or more tires experience sudden pressure loss can lead to an accident, property damage, and personal injury.

In any case, you should not exceed reasonable speeds as indicated by the legal limits and driving conditions.

## WHEEL ALIGNMENT, TRACKING, AND BALANCING ARE IMPORTANT FOR SAPETY AND MAXIMUM MILEAGE FROM YOUR TIRES



## CHECK HOW YOUR TIRES ARE WEARING AT LEAST ONCE EACH MONTH

If your tires are wearing unevenly, such as the inside shoulder of the tire wearing faster than the rest of the tread, your vehicle may be out of alignment. This condition not only shortens the life of your tires but also adversely affects the handling characteristics of your vehicle, which could be dangerous. If you detect irregular wear, have the alignment of the wheels and the parallelism of the axles checked immediately. Also check to see that your tires are properly inflated.

For optimum tire life and performance, the front end alignment on vehicles equipped with MICHELIN ${ }^{\ominus}$ Truck Tires should be in accordance with the recommendations of the vehicle manufacturer.

Care should be taken to ensure tire/wheel concentricity to avoid potential issues with imbalance. It is recommended that you have your tires and wheels dynamically balanced. Tires and wheels which are not balanced may cause steering difficulties, a bumpy ride and irregular tire wear.

## DO NOT OVERLOAD - DRIVING ON ANY OVERLOADED TIRE IS DANGEROUS



The maximum load rating marked on the tire sidewall of any truck tire is based on a specific maximum speed of operation. Consult a MICHELIN ${ }^{\circ}$ Truck Tire Data Book for complete information on allowable loads for the tires in your application. Tires which are loaded beyond their maximum allowable loads for the particular application will build up excessive heat that may cause sudden tire destruction, property damage and personal injury.

## Attachment C

In the case of dual mounted tires, if one of the tires is run underinflated or flat then the other tire will become severely overloaded which could lead to tire failure. "Limping in" is illegal and should never be attempted.

## TIRE MIXING



FOUR WHEEL TRUCKS
For best performance it is recommended that the same size and type of tire be used on all four wheel positions. If only two MICHELIN ${ }^{\ominus}$ radial truck tires are mounted with two non-radial tires, the radial tires should be mounted on the rear axle.

Before mixing different types of tires in any configuration on any vehicle, be sure to check the vehicle manufacturer's owner's manual for its recommendations.

It is especially important to check the vehicle manufacturer's owner's manual when mixing, matching or replacing tires on 4 -wheel drive vehicles, as this may require special precautions.

## VEHICLES WITH MORE THAN FOUR WHEEL POSITIONS

For best performance, it is strongly recommended that radial and nonradial tires not be mixed in a dual fitment.

## TIRE ALTERATIONS



Do not make or allow to be made any alteration to your tires. Alterations may prevent proper performance, leading to tire damage which can result in an accident. Tires which become unserviceable due to alterations such as, but not limited to, truing, addition of balancing or sealant liquids, or the use of tire dressings containing petroleum distillates, are excluded from warranty coverage.

## IMPROPERLY RETREADED ANDIOR REPAIRED TIRES ARE DANGEROUS AND CAN CAUSE TIRE DESTRUCTION, PROPERTY DAMAGE AND PERSONAL INJURY

## ( XVild RETREADED OR REPAIRED TIRES.

Retreading and repairing of MICHELIN ${ }^{\text {® }}$ Truck Tires should be performed only by qualified personnel with proper equipment using the procedures contained in MICHELIN ${ }^{\circledR}$ Retread and Repair manuals.

If any MICHELIN ${ }^{\text {® }}$ Tire sustains a puncture, take it to an authorized Michelin Tire Retailer to check for possible damage that may have occurred.

Plug-only repairs done on-the-wheel are considered improper and are therefore not recommended. Such repairs are not reliable and may cause

## Attachment C

further damage to the tire and may result in tire failure.

## STORAGE

Tires contain waxes and emollients to protect their outer surfaces from ozone and weather checking. As the tire rolls and flexes, the waxes and emollients continually migrate to the surface, replenishing this protection throughout the normal use of the tire. Consequently, when tires sit outdoors, unused for long periods of time (a month or more), their surfaces become dry and more susceptible to ozone and weather checking, and the casing becomes susceptible to flat spotting. Also serious problems occur with tube-type tires when mounted with water trapped between the tire and the tube. Due to pressurization, the liquid can pass through the inner liner and into the casing plies. For these reasons, tires should always be stored in a cool, dry, clean indoor environment. Failure to store tires in accordance with these instructions could result in premature aging of the tires and sudden tire failure.
When tires are stored, be sure they are placed away from sources of heat and ozone, such as hot pipes and electric generators. Be sure the surfaces on which tires are stored are clean and free from grease, petroleum products or other substances which could deteriorate the rubber. (Tires exposed to these materials during storage or driving could be subject to sudden failure.)

## FOLLOW THESE MOUNTING RECOMMENDATIONS TO PREVENT TIRE DESTRUCTION, PROPERTY DAMAGE AND PERSONAL INJURY

Regulations and recommendations published by the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA) deal in detail with mounting and demounting of tires for trucks/buses. You should ensure that you are always in compliance with these regulations and recommendations. In addition, Michelin urges you to bear in mind the following considerations:

Tire changing can be dangerous and must be done by professionally trained persons using proper tools and procedures as specified by the U.S. Tire Manufacturers Association (USTMA).

## AWARNING <br> TIRE AND WHEEL SERVICING CAN BE DANGEROUS AND MUST BE DONE ONLY BY TRAINED PERSONNEL USING PROPER TOOLS AND PROCEDURES. FAILURE TO READ AND COMPLY WITH ALL PROCEDURES MAY RESULT IN SERIOUS INJURY OR DEATH TO YOU OR OTHERS.

Tires should be mounted on wheels of the correct size and type which are in good, clean condition. Bent, chipped, or rusted wheels or rim components may cause tire damage and can also malfunction causing an accident.

All wheel components (i.e. flanges, lock rings, rim base, etc.) must match. Be sure to check wheel manufacturer's specifications.

When changing any tire, always deflate the tire before loosening any wheel or rim lugs. Always install new valve cores with new mountings.

## Attachment C

## FOR ALL MICHELIN ${ }^{\ominus}$ TUBE-TYPE TIRES

TUBES: Always fit a new MICHELN ${ }^{\ominus}$ tube of the proper size in a new mounting. A tube through normal use will experience growth; therefore, if an old tube is re-used, there is a probability of creasing it with subsequent chafing and eventual failure of the tube causing tire damage. MICHELIN ${ }^{\text {® }}$ Tubes are made of butyl rubber and marked with the trade name "AIRSTOP®." It is essential to use an "AIRSTOP" tube with a MICHELIN ${ }^{\text {© }} \mathbf{X}{ }^{\ominus}$ " Tire. These tubes are made with an overlap splice which is stronger than the butt splice used in many other tubes. The use of other tubes, not designed for MICHELIN ${ }^{\ominus}$ ' $X^{\ominus \prime}$ ' Radial Tires, could result in tube failure causing tire damage.
FLAPS: Always install a new MICHELIN ${ }^{\circledR}$ Flap when you install a new tire. After a limited time the flap will develop a set to match the tire and wheel in which it is fitted; therefore, it will not exactly match a new tire/ wheel combination.

## FOR ALL MICHELIN ${ }^{\ominus}$ TIRES

LUBRICANT: Always use a proper lubricant when mounting tires. Use only an approved tire mounting lubricant. Never use anti-freeze, silicones or petroleum-based lubricants. Do not allow excess lubricant to run down and collect inside the tire.

SAFETY CAGE: Always use a safety cage or other OSHA approved restraining devices when inflating a truck tire. Ensure that the safety cage is large enough to accommodate wide base tires when inflating MICHELIN ${ }^{\otimes}$ X One ${ }^{\oplus}$ Tires. Never stand over the tire or in front of the valve when inflating. Use an inline gauge and stand to the side. Before final inflation, check the assembly carefully for signs of weakness or irregularities.

VALVE CAPS: It is essential that all valves be fitted with pressure-sealing metal valve caps, which are the PRIMARY seal of the valve, to avoid leaks. After mounting, check the assemblies for leaks. When wheel assemblies are mounted on a vehicle, be sure that the valves do not touch the brake drums or any mechanical part of the vehicle.

DUAL. MOUNTING: Tires mounted in duals must be matched so that the maximum difference between the diameters of the tires does not exceed $1 / 4$ inch. Failure to properly match dual tires will result in the tire with the larger diameter carrying a disproportionate share of the load which can cause sudden tire destruction, property damage and personal injury.
Proper dual spacing must be provided to prevent the tires from rubbing together and to allow for the flow of cooling air. Consult the MICHELIN ${ }^{\circ}$ Truck Tire Data Book or visit a Michelin Truck Tire Retailer for information on the minimum dual spacing required for a particular tire/wheel fitment.

## Attachment C

## PREPARATION OF MHEELS AND RIMS

Prior to fitment, wheel assemblies should be thoroughly inspected for cracks, warpage, deformation of flanges, side rings, lock rings, etc. The condition of the stud holes on wheels should also be checked. If any of these conditions are discovered, the wheel should be discarded. All burrs, welds, hammer dents, etc., that are present on the tire side of the rim must be made smooth with a file and/or emery cloth. Remove rust with a wire brush and apply a rust inhibiting paint. Make sure the tires are being mounted on the correct wheel size and type. The wheels and rim components should be in good condition and clean.

## MHCHELMN® H ONE THRE SPECHFIC MNFORMATHON

## ALL DRIVERS OF VEHICLES EQUIPPED WITH MICHELINO $X$ ONE TIRES SHOULD BE AWARE OF THE FOLLOWING: <br> PRESSURE MAINTENANCE

Drivers have commented that an underinflated $\mathrm{MICHELIN}{ }^{\text {® }} \mathrm{X}$ One ${ }^{\text {® }}$ Tire is more likely to be detected with a simple visual inspection than duals. However, pressure is difficult to gauge visually even for the most experienced driver. Drivers should always use a properly calibrated gauge when verifying the pressure of a MICHELIN ${ }^{\ominus} \times$ One $^{\oplus}$ Tire and should not rely on the aspect of the tire. If the tire is $20 \%$ below the recommended pressure, it must be considered flat, removed and inspected for punctures or other damage. Failure to do so may cause tire failure.

## VEHICLE HANDLING

Drivers have commented that the wide, stable footprint of the MICHELIN ${ }^{\text {® }}$ X One ${ }^{\ominus}$ Tire can provide the feel of a much more stable truck compared to traditional dual tires. Most MICHELIN ${ }^{\ominus} \times$ One ${ }^{\ominus}$ fitments allow the track of the tractor and trailer to be widened. However, drivers should not let the outstanding handling of the MICHELIN ${ }^{\star} \times$ One $^{\ominus}$ Tire give them a false sense of stability in curves. Drivers should always respect all posted speed limits regardless of tire fitment. Failure to do so may cause vehicle to tip.

## RAPID PRESSURE LOSS TECHNIQUES

Extensive testing has shown that rapid pressure loss on a MICHELIN ${ }^{\circ}$ X One ${ }^{\ominus}$ Tire will not compromise the stability and behavior of the vehicle. However, with one tire on each axle end, the loss of pressure will allow the wheel and axle end to drop and possibly contact the road surface. To avoid additional damage to the tire, wheel and axle due to tire/wheel lock-up and brake drag, drivers should be encouraged to decelerate gradually through down shifting, use of trailer brake (when appropriate) or by pumping the brakes during the initial phase of deceleration to allow some rotation of the assembly. Failure to do so may cause irreparable damage to the tire, wheel, axle components and vehicle.

Any time you see damage to your tires or wheels, contact your local MICHELINe Truck Tire Retailer listed in the dealer locator on wwimichelintruck.com at once. If further assistance is required, contact:

In the United States
Call: 1-888-622-2306

Orwrite:
Consumer Care
PO. Box 19001
Greenville, SC 29602-9001

## REMEMBER . . TO AVOID DAMAGE TO YOUR TIRES AND A POSSIBLE ACCIDENT:

- Check tire pressures at least once each week when tires are cold
? Maintain the proper pressure in the tires for the load being carried
a Do not underinflate
- Do not overload
- Do not overinflate
- Drive at moderate speeds, observe legal speed Ilmits
- Avoid driving over potholes, obstacles, curbs or edges of pavement
- If you see any damage to a tire, replace with a spare and vist a MICHEtINO Truck Tire Retaller at ance
- If you have any questions, contact a MICHELINe Truck Tire Retailer


## wwwimichelintruck.com

Michelin North America, Inc.
One Parkway South
Greenville, SC 29615
Consumer Care: 1-888-622-2306

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Date:
Current Meeting: October 4, 2018
Board Meeting:

September 27, 2018

October 4, 2018

## BOARD MEMORANDUM

TO: Santa Clara Valley Transportation Authority<br>Board of Directors

THROUGH: General Manager, Nuria I. Fernandez
FROM: Chief Operating Officer, Inez Evans
SUBJECT: Agreement for the Transfer and Sale of Buses from Valley Transportation Authority (VTA) to Santa Cruz Metro

Policy-Related Action: No
Government Code Section 84308 Applies: No

## ACTION ITEM

## RECOMMENDATION:

Approve the sale of four 2002 articulated buses, and the transfer of ten 2014 hybrid Gillig buses to Santa Cruz Metro to be used for Highway 17 commuter service.

## BACKGROUND:

VTA partners with regional transportation authorities in order to help facilitate transportation needs throughout the region. VTA and Santa Cruz Metro have had a long standing partnership. Santa Cruz Metro has a need for buses and reached out to VTA to see if they could help provide a solution. The General Manager proposes to sell four 2002 articulated buses, and to transfer ten 2014 hybrid Gillig buses to Santa Cruz Metro to be used for the Highway 17 commuter service.

## DISCUSSION:

The Operations Staff has evaluated the bus fleet and has identified ten 40 foot buses to be transferred and four 60 foot articulated buses that are sufficient to sell to Santa Cruz Metro.

## 2014 Express Buses

The ten 2014 Gillig 40’ Express Buses (Bus Numbers: 4201, 4202, 4203, 4204, 4205, 4206, 4207, 4208, 4209, 4210) were 100 percent funded with State Prop 1B funds (no local funding). VTA seeks approval to transfer these to Santa Cruz Metro through a memorandum of agreement. Santa Cruz Metro will pay VTA for the decommissioning costs which includes removing the farebox, cameras, VTA logos, tires, etc. VTA will either remove the tires, as our contract is for
leased tires, or have Santa Cruz Metro pay for the tires.
The Transit Planning Staff has also evaluated the transfer of the ten 40 foot buses on VTA's current and future express bus service. Currently, VTA deploys 33 buses for AM service and then 37 in the PM. Typically, a $20 \%$ spare reserve for maintenance purposes is used for our fleet planning, which in this case is 7 buses. After the sale of the 10 buses, VTA would have a fleet of 40 express buses with 3 to 7 spares available each day. Since these buses only operate peak periods and accumulate less mileage, this number of spares buses should be sufficient.

In addition, Transit Planning staff is evaluating the future of the entire express bus program. A recent report was shared with the VTA Board Committees depicting the ridership, productivity and costs for the service. Given that the cost per passenger is over $\$ 25$ for express routes, a critical review is necessary. Recommendations on the express program will be developed for Board consideration.

Below is a table outlining the value for each of these buses.

| VEHICLE NUMBER | YEAR | VEHICLE DESCRIPTION | VIN NUMBER | $\begin{gathered} \text { VTA } \\ \text { ASSET } \\ \text { NUMBER } \end{gathered}$ | ESTIMATED SCMTD COACH PICK-UP DATE | STRAIGHTLINE <br> DEPRECIATION <br> RESIDUAL VALUE <br> OF THE COACHES | COACH DECOMMISSIONING FEE, MECHANICS LABOR ONLY |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 4201 | 2014 | Gilllig 40' Hybrid | 15GGD3018E1184708 | 1005253 | 11/9/2018 | \$473,122.00 | \$3,992.52 |
| 4202 | 2014 | Gilllig 40' Hybrid | 15GGD301XE1184709 | 1005254 | 11/9/2018 | \$473,122.00 | \$3,992.52 |
| 4203 | 2014 | Gilllig 40' Hybrid | 15GGD3016E1184710 | 1005278 | 11/9/2018 | \$473,122.00 | \$3,992.52 |
| 4204 | 2014 | Gilllig 40' Hybrid | 15GGD3018E1184711 | 1005255 | 12/7/2018 | \$468,302.00 | \$3,992.52 |
| 4205 | 2014 | Gilllig 40' Hybrid | 15GGD301XE1184712 | 1005256 | 12/7/2018 | \$468,302.00 | \$3,992.52 |
| 4206 | 2014 | Gilllig 40' Hybrid | 15GGD3011E1184713 | 1005279 | 12/7/2018 | \$468,302.00 | \$3,992.52 |
| 4207 | 2014 | Gillig 40' Hybrid | 15GGD3013E1184714 | 1005267 | 1/4/2019 | \$463,482.00 | \$3,992.52 |
| 4208 | 2014 | Gilllig 40' Hybrid | 15GGD3015E1184715 | 1005268 | 1/4/2019 | \$463,482.00 | \$3,992.52 |
| 4209 | 2014 | Gilllig 40' Hybrid | 15GGD3017E1184716 | 1005269 | 2/28/2019 | \$458,662.00 | \$3,992.52 |
| 4210 | 2014 | Gilllig 40' Hybrid | 15GGD3019E1184717 | 1005270 | 2/28/2019 | \$458,662.00 | \$3,992.52 |
| TOTAL |  |  |  |  |  |  | \$31,940.16 |
| 9.25\% SALES TAX, NOT APPLICABLE AS DECOMMISSIONING COSTS ARE FOR MECHANIC LABOR ONLY |  |  |  |  |  |  | N/A |
| GRAND TOTAL |  |  |  |  |  |  | \$31,940.16 |

* Does not include the cost of tires


## 2002 Articulated Buses

The 2002 articulated buses (Bus Numbers 2316, 2318, 2322, 2333) were originally funded with federal grants and VTA local funds; however, they are fully depreciated and beyond their useful life. VTA seeks approval to sell them to Santa Cruz Metro for $\$ 1.00$ each. These articulated buses have painted logos, therefore, VTA will need to spend time and resources to prepare these buses for sale. Santa Cruz Metro will pay VTA for the decommissioning costs which include removing the farebox, cameras, VTA logos, tires, etc. VTA will either remove the tires, as our contract is for leased tires, or have Santa Cruz Metro pay for the tires.

Below is a table outlining the value for each of these buses.

| VEHICLE NUMBER | YEAR | VEHICLE DESCRIPTION | VIN NUMBER | $\begin{gathered} \text { VTA } \\ \text { ASSET } \\ \text { NUMBER } \end{gathered}$ | ESTIMATED SCMTD COACH PICK-UP DATE | COACH SALES PRICE | COACH DECOMMISSIONING FEE, MECHANICS LABOR | TOTAL COACH PRICE INCLUDING DECOMMISSIONING FEE |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2316 | 2002 | New Flyer 60' | 5FYD2UU102U023974 | 1002356 | 11/9/2018 | \$1.00 | \$4,757.96 | \$4,758.96 |
| 2318 | 2002 | New Flyer 60' | 5FYD2UU142U023976 | 1002358 | 12/7/2018 | \$1.00 | \$4,757.96 | \$4,758.96 |
| 2322 | 2002 | New Flyer 60' | 5FYD2UU162U023980 | 1002362 | 1/4/2019 | \$1.00 | \$4,757.96 | \$4,758.96 |
| 2333 | 2002 | New Flyer 60' | 5FYD2UU102U023991 | 1002373 | 2/28/2019 | \$1.00 | \$4,757.96 | \$4,758.96 |
| TOTAL |  |  |  |  |  |  |  | \$19,035.84 |
| 9.25\% SALES TAX ON COACH SALES PRICE ONLY, EXCLUDES MECHANICS LABOR FOR DECOMMISSIONING THE COACHES |  |  |  |  |  |  |  | \$0.37 |
| GRAND TOTAL |  |  |  |  |  |  |  | \$19,036.21 |

* Does not include the cost of tires


## ALTERNATIVES:

Keep the ten 2014 Gillig 40’ Express Buses (4201, 4202, 4203, 4204, 4205, 4206, 4207, 4208, 4209,4210 ) in revenue service and dispose through auction or scrap the four 2002 Articulated Buses (2316,2318, 2322, 2333).

## FISCAL IMPACT:

This action will allow for the transfer of ten 2014 hybrid Gillig buses which were funded $100 \%$ from State Prop 1B funds, and four 2002 articulated buses that were funded from federal grants and VTA local funds. The 2002 articulated buses are beyond their useful life and fully depreciated. VTA will receive $\$ 1.00$ each for the four 2002 articulated buses and be paid for related decommissioning costs on all 14 buses.

## STANDING COMMITTEE DISCUSSION/RECOMMENDATION:

The Administration and Finance Committee considered this item as part of its September 20, 2018, Consent Agenda and unanimously recommended Board approval.

Prepared by: Heidi Samuels
Memo No. 6660

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DATE: October 26, 2018
TO: Board of Directors
FROM: Erron Alvey, Purchasing \& Special Projects Director

## SUBJECT: ACCEPT AND FILE UPDATE TO THE ZERO EMISSION ELECTRIC BUSES AND RELATED EQUIPMENT PROJECT

## I. RECOMMENDED ACTION

That the Board of Directors accept and file an update to the Zero Emission Electric Buses and Related Equipment project

## II. SUMMARY

- This staff report provides the Board with an update to the Zero Emission Electric Buses and Related Equipment project.
- Santa Cruz Metropolitan Transit District (METRO) has a need for Purchase and Delivery of Zero Emission Electric Buses and Equipment.
- A joint procurement with Clemson Area Transit (lead), Solano County Transit, and METRO was conducted.
- At its February 23, 2018 meeting, the Board of Directors approved a contract with Proterra, Inc. for one base bus and nine optional bus purchases.
- Staff is to return to the Board to report each subsequent bus purchase and amount of funding for such purchase.
- This report includes information on exercising three of the nine bus purchase options and the related funding.


## III. DISCUSSION/BACKGROUND

On September 25, 2015 the Board of Directors was presented an Electric Bus Implementation Strategy and adopted a Resolution authorizing the CEO to submit grant applications to acquire and operate electric buses.

On June 1, 2016 Caltrans notified METRO of a grant award to METRO for the purchase of one battery electric bus to run new circulator service in downtown Watsonville through the Low Carbon Transit Operations Program (LCTOP). Table 1 outlines the related procurement activities.

On May 19, 2017 the Board of Directors adopted a goal to attain a fully zeroemission fleet by 2040.

Table 1 - LCTOP Bus Procurement Activities:

| Date | Activity | Notes |
| :--- | :--- | :--- |
| $6 / 13 / 2016$ | FY16 LCTOP allocation <br> awarded | Project funding allocated to <br> METRO. |
| $9 / 30 / 16$ | Begin procurement process <br> after receiving approval to <br> proceed by Caltrans | Staff began looking for <br> piggybacking options as this is <br> for a single bus. Contacted <br> Programs Manager for the <br> Washington State Electric Bus <br> contract and requested use of <br> this contract (no response). |
| $3 / 2 / 2017$ | Located Clemson Area Transit <br> and joined procurement | RFP Issued 5/1/2017 - <br> Proterra selected as preferred <br> vendor. |
| $8 / 1 / 17$ | Maintenance staff began <br> working with Proterra on <br> METRO specific configuration. | All optional and agency <br> specific requirements to be <br> incorporated with the base <br> bus. |
| $3 / 20 / 18$ | FY17/18 LCTOP allocation <br> approved for 2nd electric bus | METRO combined two years <br> of allocation funds in order to <br> purchase one bus. Caltrans <br> gave pre-award authority to <br> obligate funds on this date. |
| $3 / 30 / 18$ | Preliminary Downtown <br> Watsonville Circulator route data <br> provided by Planning for route <br> modeling | Needed to analyze the Iength <br> of time needed between <br> charges. Role of 2nd bus <br> evaluated. Determined if the <br> larger battery capacity bus is <br> purchased the second bus can <br> serve the area on other routes. |
| $10 / 5 / 18$ | Received price quote from <br> Proterra needed to place order | Configuration completed. |

The most significant delays during the above procurement activities were:

- Locating other agency options or contracts to use instead of performing a procurement for a single bus.
- Joint procurement process from drafting/reviewing technical specifications to selection of the top ranked electric bus manufacturer.
- Maintenance Manager who was the original Project Manager retired unexpectedly and there was a delay until the new hire was on-board and familiarized with the project.
- Lack of readily available route data needed for analysis due to this being a completely new route.
- METRO Maintenance staff learning how electric buses function differently than diesel/CNG in order to properly configure them for METRO's need.
- Proterra preparing the final price quote based on METRO's final configuration selections.

On October 5, 2018 METRO staff met with the Caltrans LCTOP Program Manager to review the project and Caltrans subsequently approved METRO's request to extend the expenditure deadline past the current August 20, 2019 date. Proterra has made a bus delivery commitment to METRO of February 15, 2020. Depending on final acceptance of the bus, the route could be introduced as soon as the Spring 2020 schedule.

On October 18, 2018 the California Transportation Commission approved an allocation of State Transportation Improvement Program (STIP)/Local Partnership Program (LPP) to METRO in the amount \$1,956,000 for the purchase of two electric buses.

After the February 23, 2018 Board of Directors meeting, METRO was awarded two additional grants to purchase three electric buses:

- LCTOP FY 16/17 \& 17/18 allocations to be combined for a total of \$1,013,102 to purchase one electric bus;
- CTC (STIP/LPP) allocation of $\$ 1,956,000$ for the purchase of two electric buses.

This report is to notify the Board that the CEO will be exercising his authority to purchase these buses from Proterra using the current contract options.

## IV. FINANCIAL CONSIDERATIONSIIMPACT

See attached matrix for grant funding allocations, local matches, and the assumption of a $\$ 150,000$ rebate per bus from the Hybrid and Zero-Emission

Truck and Bus Voucher Incentive Project (HVIP). Additional funding in the amount of $\$ 794,171.60$ is required to meet the final price of the four buses and the charging equipment. These funds will be available in the FY19 Capital Budget Bus Replacement Fund.

The Capital Budget revision which will incorporate the new funding awards is in process and will be brought to the Board at its November meeting.

## V. ALTERNATIVES CONSIDERED

N/A

## VI. ATTACHMENTS

| Attachment A: | Funding Matrix |
| :--- | :--- |
| Prepared by: | Erron Alvey, Purchasing \& Special Projects Director <br> Joan Jeffries, Administrative Specialist |

## VII. APPROVALS:

Erron Alvey, Purchasing\& Special Projects Director


Approved as to fiscal impact: Angela Aitken, Chief Financial Officer


Alex Clifford, CEO/General Manager


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## Attachment A

## Active Bus Procurements as of 10/26/2018



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DATE: October 26, 2018
TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager

# SUBJECT: ADOPTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT REGULATIONS RELATED TO VEHICLE PARKING AND USE OF PERSONAL TRANSPORTATION VEHICLES IN OR AT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FACILITIES 

## I. RECOMMENDED ACTION

That the Board of Directors adopt regulations related to vehicle parking and use and parking of personal transportation vehicles

## II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) owns facilities and parking lots (facilities) that may provide public parking for METRO customers.
- These facilities were constructed with public funds for use by METRO customers.
- Over the past few years, METRO has discovered several unauthorized parking uses at METRO owned facilities that are occurring for the purpose of non-METRO uses.
- METRO has also identified numerous situations in which bicycles, scooter and the like (Personal Transportation Vehicles) are parked or abandoned in unauthorized areas of METRO facilities.
- The posting of signs at these facilities has not deterred the unauthorized uses, due in part to the lack of enforcement authority.
- The proposed regulations (Parking Regulations) will provide clarity about authorized parking at METRO facilities and provide METRO staff parking enforcement authority.
- The CEO requests that the Board adopt the attached Parking Regulations (Title V, Chapter 3 of the Administrative Code of Santa Cruz Metropolitan Transit District), which will provide authority to the CEO to enforce vehicle use and parking restrictions at METRO facilities; limit such parking to customers of the METRO system; and allow the CEO to develop a policy for leasing excess parking, should excess parking be identified at one or more of the METRO facilities.


## III. DISCUSSION/BACKGROUND

Over the past few years, METRO staff have monitored parking uses at METRO facilities and discovered several unauthorized uses. Those unauthorized uses include:

- Unauthorized overnight personal vehicle parking by area residents
- Unauthorized utilization of METRO parking by several tech bus commuter operators
- Unauthorized parking by Dominican Hospital employees
- Unauthorized overnight parking in general, including recreational vehicles, campers, inoperable vehicles and people sleeping in their vehicles
- Unattended and improperly secured Personal Transportation Vehicles

Such unauthorized uses interfere with METRO customers wishing to use the parking facilities and, in some cases, may make METRO customers feel insecure and may add additional liability to METRO parking facilities. Additionally, METRO operations are heavily subsidized with public funds and METRO's operations funds pay for parking facility maintenance and improvements such as lighting, landscaping, asphalt and various other repairs. These are the same operating funds utilized by METRO to fund bus services. It is not a beneficial use of METRO funds to allow non-METRO users to park for free and to take up valuable spaces needed for METRO customers.

In the case of the Scotts Valley Transit Center (Cavallaro Transit Center), the City of Scotts Valley is a co-owner of the parking facility, and through an informal agreement, utilizes the parking facility on weekends to support parking for area activities. This weekend parking does not interfere with regular METRO customer needs, since METRO's peak parking requirements are Monday through Friday.

After monitoring and surveying the problem for three years, the CEO and METRO's General Counsel initiated the development of the Parking Regulations, which will provide the CEO the ability to enforce parking restrictions, and, in some cases, lease excess parking, where such is identified.

If the Parking Regulations are approved by the Board, the CEO will proceed as follows:

- Develop a process for allowing legitimate overnight parking at the Scotts Valley Transit Center. Legitimate overnight parking will include, for example, someone who travels on the Highway 17 Express to the Diridon Transit

Center to connect with an Amtrak for a multi-day excursion, or, to Caltrain to overnight in San Francisco. While a plan is not yet fully developed, METRO may purchase and install parking ticket dispensers at the Scotts Valley Transit Center that will dispense overnight parking permits for a yet to be determined fee.

- Since the Soquel Park and Ride lot is predominately used by unauthorized Dominican Hospital employee parking, following the adoption of this Regulation, the CEO will move to close the gates and lock this facility. Should Dominican Hospital seek to lease spaces, the CEO will consider partially reopening the facility for a yet to be determined parking permit lease arrangement. If the facility is later reopened under a partial lease arrangement, METRO may choose to install a parking ticket dispenser similar to that being considered for the Scotts Valley Transit Center that would allow other public users the opportunity to park daily for a fee. No overnight parking will be allowed at this facility.

Additionally, METRO staff are investigating the Soquel Park and Ride lot as a potential optimal site for the future home of ParaCruz, with a goal of constructing a new facility and moving ParaCruz operations to this site within three years. Such a proposal has yet to be presented to the METRO Board for approval.

- Once the last unauthorized tech bus operation has discontinued use of the Scotts Valley Transit Center, anticipated before the end of this calendar year, the CEO will inventory and evaluate the potential of excess parking and possibly open a yet to be determined number of parking spaces for the general public to lease. If such a lease arrangement occurs, the CEO will include a termination for convenience clause that might be triggered by METRO transit user parking needs achieving a certain percentage of overall available parking.
- There is no public parking at the Watsonville Transit Center. However, there are spaces marked for employee parking. Adoption of these Regulations will provide authority to METRO staff to enforce this parking restriction.
- The Santa Cruz City Jump Bike Program is resulting in bikes being left in unauthorized locations at Pacific Station. Such could also occur in the future at the Scotts Valley Transit Center and the Watsonville Transit Center. Further, if not already here, scooter rentals will likely arrive soon in the county and METRO staff expect problems similar to those we are experiencing with the Jump Bike Program. Adoption of the Regulations will provide METRO staff the authority to regulate such uses on the facility and to tow or remove such personal transportation vehicles at the owner's expense.


## IV. FINANCIAL CONSIDERATIONSIIMPACT

There is no anticipated major fiscal impact that will result from the adoption of the Regulations. Some minor expenses associated with updating facility signage are to be expected. METRO expects that when a personal vehicle, car, scooter, bike, etc. is towed or removed, the towing will be done at the owner's expense and/or a fee will be charged for storage after a 24 -hour period. Once the CEO determines if parking ticket dispensers will be required, the CEO will return to the Board for approval if the cost of the program exceeds CEO authority.

## V. ALTERNATIVES CONSIDERED

- The Board could choose to do nothing. Staff does not recommend this since METRO has an immediate need to regulate and enforce parking at its facilities.
- It would be a difficult challenge to find an alternative commercial property that possesses the parking, office space, and employee accommodations needed by ParaCruz by the end of August 2018.


## VI. ATTACHMENTS

Attachment A: Authorizing Resolution with Exhibit A, Vehicle Parking Regulation, and Exhibit B, Personal Transportation Vehicle Parking Regulations

Prepared by: Alex Clifford, CEO/General Manager

## VII. APPROVALS

Approved as to fiscal impact: Angela Aitken, Chief Financial Officer
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Alex Clifford, CEO/General Manager


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

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

# A RESOLUTION ADOPTING TITLE V, CHAPTER 3 OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ADMINISTRATIVE CODE RELATED TO VEHICLE PARKING AND USE OF PERSONAL TRANSPORTATION VEHICLES IN OR AT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FACILITIES 

WHEREAS, the Santa Cruz Metropolitan Transit District ("METRO") was created pursuant to the "Santa Cruz Metropolitan Transit District Act of 1967" as codified in Public Utilities Code sections 98000 et. seq; and

WHEREAS, the METRO Board of Directors may take all actions necessary for the proper administration of the affairs of the district; and

WHEREAS, California Vehicle Code section 21113 and California Penal Code section 640 authorize a transit district to establish conditions and regulations governing the use of the agency's parking facilities and the use of bicycles, skateboards, scooters, roller-skates, and rollerblades ("Personal Transportation Vehicle") on its property; and

WHEREAS, METRO desires to adopt regulations applicable to the use of the agency's parking facilities and the use of Personal Transportation Vehicles on METRO property; and

WHEREAS, the establishment of regulations will allow for the consistent application and enforcement of the regulations; and

WHEREAS, staff proposes implementing specific regulations regarding the use of METRO's parking facilities by vehicles and the use of Personal Transportation

## Attachment A

Resolution No. $\qquad$
Page 2
Vehicles on METRO property, in accordance with the specific regulations attached to this Resolution as Exhibit A and Exhibit B.

NOW THEREFORE, BE IT RESOLVED that the Santa Cruz Metropolitan Transit District hereby adopts Title V, Chapter 3 of the Administrative Code of Santa Cruz Metropolitan Transit District, as set forth in Exhibit A and Exhibit B to this Resolution; and

BE IT FURTHER RESOLVED THAT these regulations shall be available for examination by interested persons at METRO's administration building at 110 Vernon, Santa Cruz, California; and

BE IT FURTHER RESOLVED THAT METRO's CEO/GM is authorized to execute all documents on behalf of METRO necessary for the implementation of the Regulations and to take such actions as may be necessary to give effect to this Resolution; and

BE IT FURTHER RESOLVED THAT METRO's CEO/GM is also authorized to make certain amendments to METRO's Lost and Found Policy, Title I, Chapter 4 of the Administrative Code of Santa Cruz Metropolitan Transit District, in order to make said policy consistent with provisions relating to treatment of lost property in Exhibit B.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on October 26, 2018, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

Approved:
Bruce McPherson, Chair

## Attachment A

Resolution No.
Page 3
Attest:
Alex Clifford, CEO/General Manager

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

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## EXHIBIT A

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## VEHICLE PARKING REGULATIONS

1) No person shall drive, park, or leave standing any vehicle, as defined in Section 670 of the California Vehicle Code, at or on any Santa Cruz Metropolitan Transit District ("METRO") property, except for METRO parking facilities designated as being open to the public ("METRO Parking Facilities"). As used herein the term "METRO Parking Facilities" includes entrances and exits to and from any such facility. METRO Parking Facilities do not include any METRO property where there is designated parking for METRO employees, agents or contractors, or any other METRO parking areas that are not marked for public use.
2) Any person driving, stopping, parking or leaving standing any vehicle at a METRO Parking Facility must be in full compliance with the California Vehicle Code and the regulations adopted herein pursuant to Section 21113 of the Vehicle Code.
3) Except as specifically authorized in writing, no person other than a METRO Patron may park any vehicle in any METRO Parking Facility during the following period: Monday through Friday, 24 hours per day.

For the purposes of these Regulations, a "METRO Patron" is defined as a person who parks their vehicle in a METRO Parking Facility and who thereafter proceeds to use METRO services, and/or persons conducting business with the METRO at a METRO facility, and/or persons participating in METRO-approved carpooling activities. Except as specifically authorized in writing, "METRO-approved carpooling activities" does not include parking for the purpose of boarding privately-owned buses (e.g., technology company shuttle buses).

Notwithstanding the foregoing, METRO, in its sole discretion, may reserve space at METRO's Parking Facilities for non-METRO Patrons, subject to a compensable METRO permitting process.
$\qquad$
4) No person shall park or leave standing any vehicle in the METRO's Parking Facilities that charge a parking fee without purchasing a METRO-issued daily or monthly parking ticket/permit and displaying it on the dashboard of their vehicle.
5) No person shall drive, park, or leave standing in any METRO Parking Facility any vehicle or combination of vehicles that exceed twenty feet (20') in length or six feet, three inches ( 6 ' $3^{\prime \prime}$ ) in width.
6) No person shall park or leave standing any vehicle in any METRO Parking Facility for a period longer than twenty-four consecutive hours. Overnight parking (parking between 1 a.m. and 4 a.m.) in a METRO Parking Facility may be permissible, but only if a permit is purchased and displayed in the vehicle's designated area.
7) No person shall park or leave standing any vehicle in any METRO Parking Facility that displays any type of sign or advertising indicating that the vehicle is for sale.
8) No person at any time shall park or leave standing any vehicle in any METRO Parking Facility, except in compliance with the directions of a METRO employee, agent or contractor, in any of the following places:
a) Alongside curb space where no parking is indicated by a sign or curb space painted red;
b) In any area designated for parking for METRO buses;
c) The boarding areas on property and the curb cut on Kings Village Road, Scotts Valley are for METRO buses only, unless otherwise permitted/licensed by METRO in writing;
d) In any entrance or exit to any METRO Parking Facility;
e) On/in a crosswalk;
f) In front of a driveway;
$\qquad$
g) Within fifteen (15) feet of a fire hydrant, except vehicles owned or operated by a fire department and clearly marked as such;
h) Alongside curb space painted yellow except commercially licensed or government vehicles while engaged in loading and unloading but in no case for a period of time exceeding fifteen (15) minutes;
i) Alongside curb space painted white except vehicles stopping to load and unload passengers but in no case for a period of time exceeding five (5) minutes;
j) In any place posted as a disabled parking area, except for vehicles owned and operated by physically disabled METRO Patrons. Such vehicles must display a valid license plate or placard indicating that the vehicle can be parked in disabled parking areas.
k) In any place other than within a clearly marked parking space by white or yellow lines. In no instance shall a vehicle occupy more than one parking space as delineated by such lines.
9) No person shall camp or sleep in any vehicle parked or left standing at or on any METRO Parking Facilities or other METRO property.
10) Except for unloading passengers and loading passengers who are immediately ready to use the taxi/ride share services (e.g., Uber, Lift), all taxi/ride share owners and operators must obtain written permission from an authorized METRO representative prior to operating at METRO Parking Facilities. Taxis/ride share vehicles are only permitted to park or stage at those areas of the METRO Parking Facilities that have been designated as taxi zones.
11) The maximum speed limit of any vehicle operating at any METRO Parking Facility is five (5) miles per hour.
12) Restroom facilities at METRO Parking Facilities are for METRO Patrons only.
$\qquad$

METRO is not responsible for any loss or damage to vehicles or personal property left in vehicles in METRO Parking Facilities. Permission to enter and park at a METRO Parking Facility may be revoked at any time by an authorized METRO representative or METRO agent and METRO reserves the right to restrict the use of any METRO Parking Facility at any time.

The owner of any vehicle parked or left standing in violation of these Regulations or any provision of the California Vehicle Code or any other law may be cited and/or their vehicle may be towed at the owner's sole expense by appropriate METRO representatives, METRO agents or law enforcement personnel, in accordance with the California Vehicle Code (including sections 21113 and 40200, et seq.), the California Penal Code (including section 640), or any other applicable law.

These Regulations shall be available for examination by interested persons at METRO's administration building at 110 Vernon Street, Santa Cruz, California. Any information about towed vehicles can be obtained at 1-831-420-2561.

## EXHIBIT B

SANTA CRUZ METROPOLITANT TRANSIT DISTRICT

## PERSONAL TRANSPORTATION VEHICLE PARKING REGULATIONS

1) The term "Personal Transportation Vehicle" means a device having one or more wheels upon which a person may ride. Personal transportation vehicles shall include, but not be limited to, bicycles, unicycles, tricycles, skateboards, scooters, rollerskates, Segways, roller-blades or similar equipment, whether human-, gas-, or electricpowered. Personal Transportation Vehicle does not mean motorcycles, automobiles, or vehicles operated by persons with disabilities who use the devices as a mobility aid.
2) No person may ride, use or operate Personal Transportation Vehicles on any Santa Cruz Metropolitan Transit District ("METRO") Property (defines as "all property owned or used by METRO in furtherance of METRO operations"), except to transition through METRO parking lots in order to get to and from a bus station, or transit center. At no time may these items be ridden, used or operated aboard busses, or in pedestrian areas or walkways, or in violation of other applicable state and local laws. When using these items on METRO Property, users may not use them in an unsafe or negligent manner, or in such a way that would potentially cause property damage or result in personal injury. Abandonment of Personal Transportation Vehicles on METRO Property is prohibited.
3) Personal Transportation Vehicles shall be left, parked or stored on METRO property only in areas specifically designated by the presence of racks or other devices, or in areas designated by the posting of signs indicating the space as a parking area for such vehicles. When racks are full, or when there are no racks, devices or signs that designate an area to be used for such parking, a vehicle may be parked or stored in an alternate place, as long as its parking or storage conforms to the remainder of these parking regulations.
$\qquad$
4) No Personal Transportation Vehicle shall be parked, stored or left in any area where signs are posted indicating that such parking is prohibited.
5) No Personal Transportation Vehicle shall be parked, stored or left in such a manner as to block or otherwise impede the entrance to or exit from any building or other facility on METRO Property.
6) No Personal Transportation Vehicle shall be parked, stored or left within six feet of an entrance or exit to a building unless a bicycle rack, parking device or marked spaces are provided within that distance, in which case, the Personal Transportation Vehicle must be parked in the designated parking area.
7) No Personal Transportation Vehicle shall be parked, stored or left standing on any access or egress ramp to any building or other facility.
8) No Personal Transportation Vehicle shall be parked, stored or left so as to interfere with or impede the normal movement of wheelchairs upon ramps installed for the purpose of assisting the movement of disabled persons.
9) No Personal Transportation Vehicle shall be parked, stored or left on any lawn or landscaped area, except in those areas designated as parking areas by the presence of racks, devices or signs, which indicate the area as a Personal Transportation Vehicle parking area.
10) No Personal Transportation Vehicle shall be chained or otherwise locked or attached to any handrail, tree, shrubbery, door, signpost, lamp, telephone pole or other object not maintained or designated for the purpose of securing vehicles.
11) No Personal Transportation Vehicle shall be parked, stored or left in any lobby, hallway or room of any building unless said area is specifically designated for such vehicles.
12) No Personal Transportation Vehicle shall be parked, stored or left within 15 feet of any bus stop or any ticketing area on METRO Property, except as expressly provided in paragraph 1 above.

Permission to enter and park a Personal Transportation Vehicle at any METRO Property may be revoked at any time by an authorized METRO representative or METRO agent and the METRO reserves the right to restrict the use of any METRO Property at any time.

The owner of any Personal Transportation Vehicle parked, stored or left standing in violation of these Regulations or any provisions of the California Vehicle Code or any other applicable law may be cited and/or their vehicle may be removed at the owner's sole expense by appropriate METRO representatives or METRO agents in accordance with the California Vehicle Code (including section 21113, et seq.), the California Penal Code (including section 640) or any other applicable law. METRO shall have no liability to the owners of securement devices or vehicles so removed.

Any Personal Transportation Vehicle, or recognizable part(s) thereof, impounded pursuant to any section of these Regulations will be stored in a secure location. After a period of 24 hours, a fee of $\$ 50.00$ will be charged to the owner prior to the release of any impounded Personal Transportation Vehicle or other property to said owner. Any Personal Transportation Vehicle that is not claimed within 24 hours will be disposed of in accordance with METRO's Lost and Found Policy, Title I, Chapter 4 of the Administrative Code of Santa Cruz Metropolitan Transit District.

These Regulations shall be available for examination by interested persons at METRO's administration building at 110 Vernon Street, Santa Cruz, California. Any information about removed Personal Transportation Vehicles can be obtained at 1-831-420-2561.


[^0]:    63220 09/03/18
    

[^1]:    Santa Barbara Metropolitan Transit District
    Santa Barbara Metropolitan Transit District

[^2]:    Santa Barbara Metropolitan Transit District

[^3]:    ${ }^{1}$ This JPA has been in effect since 2004. Highway 17 service connects with VTA service, AMTRAK, Capitol Corridor commuter service, Caltrain, and Altamont Commuter Express ("ACE") at the San Jose Diridon Station.

[^4]:    2 "Useful Life" for large, heavy-duty transit buses including over-the-road buses (approximately 35' - 40' or larger including articulated buses) is defined as at least 12 years of service or an accumulation of at least 500,000 miles

[^5]:    ${ }^{1}$ Government Code, Chapter 12.49, Section 8879.20
    ${ }^{2}$ Senate Bill (SB) 88, Chapter 181, Section 8879.50.4 , amended by Assembly Bill (AB) 268, and amended by AB 1072.
    ${ }^{3}$ AB 1072 (Eng),Chapter 271, Statutes of 2009

[^6]:    ${ }^{1}$ "Useful Life" for large, heavy-duty transit buses including over-the-road buses (approximately 35 ' -40 ' or larger including articulated buses) is defined as at least 12 years of service or an accumulation of at least 500,000 miles

[^7]:    * Federal law requires that truck tires on front axles have at least 4/32nds tread depth.
    ** DOT - Department of Transportation

