## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS REGULAR MEETING AGENDA NOVEMBER 20, 2020 - 9:00 AM

## DUE TO COVID-19, THE NOVEMBER 20, 2020 SANTA CRUZ METRO BOARD OF DIRECTORS MEETING WILL BE CONDUCTED AS A TELECONFERENCE PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20, WHICH SUSPEND CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT

## MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

The public may participate remotely via the Zoom website at this link and following the instructions or by calling 1-669-900-6833 Meeting ID 8899306350

Public comment may be submitted via email to boardinquiries@scmtd.com. Please indicate in your email the agenda item to which your comment applies. Comments submitted before the meeting will be provided to the Directors before or during the meeting. Comments submitted after the meeting is called to order will be included in the Board's correspondence that is posted online at the board meeting packet link.
The Board of Directors Meeting Agenda Packet can be found online at www.SCMTD.com.
The Board may take action on each item on the agenda. The action may consist of the recommended action, a related action or no action. Staff recommendations are subject to action and/or change by the Board of Directors.

BOARD ROSTER

| Director Ed Bottorff | City of Capitola |
| :--- | :--- |
| Director Trina Coffman-Gomez | City of Watsonville |
| Director Aurelio Gonzalez | City of Watsonville |
| Director John Leopold | County of Santa Cruz |
| Director Donna Lind | City of Scotts Valley |
| Director Cynthia Mathews | City of Santa Cruz |
| Director Bruce McPherson | County of Santa Cruz |
| Director Donna Meyers | City of Santa Cruz |
| Director Larry Pageler | County of Santa Cruz |
| Director Dan Rothwell | County of Santa Cruz |
| Director Mike Rotkin | County of Santa Cruz |
| Ex Officio Director Dan Henderson | UC Santa Cruz |
| Ex Officio Director Alta Northcutt | Cabrillo College |

Alex Clifford
Julie Sherman

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 831-4266080. 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.

## SECTION I: OPEN SESSION

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

## 1 CALL TO ORDER

2 ROLL CALL

## 3 ANNOUNCEMENTS

3-1. Today's meeting is being broadcast by Community Television of Santa Cruz County.
4 BOARD OF DIRECTORS COMMENTS
5 ORAL AND WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS
6 LABOR ORGANIZATION COMMUNICATIONS
7 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS
8 WRITTEN COMMUNICATIONS FROM THE METRO ADVISORY COMMITTEE (MAC)

## CONSENT AGENDA

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

9-01 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF OCTOBER 2020
Angela Aitken, CFO
9-02 ACCEPT AND FILE: MINUTES OF THE OCTOBER 21, 2020 METRO ADVISORY COMMITTEE (MAC) MEETING, THE OCTOBER 23, 2020 BOARD OF DIRECTORS MEETING, THE NOVEMBER 13, 2020 PERSONNEL/HUMAN RESOURCES STANDING COMMITTEE MEETING AND THE NOVEMBER 13, 2020 FINANCE, BUDGET AND AUDIT STANDING COMMITTEE MEETING Alex Clifford, CEO/General Manager

9-03 ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF AUGUST 31, 2020
Angela Aitken, CFO


Isaac Holly, IT \& ITS Director
9-08 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A SIXMONTH EXTENSION AMENDMENT (SIXTH AMENDMENT) TO THE CONTRACT FOR TRANSIT SERVICES WITH THE UNIVERSITY OF CALIFORNIA SANTA CRUZ (UCSC)
John Urgo, Planning \& Development Director
9-09 APPROVE: PURCHASE OF SEVEN PARATRANSIT VANS FROM CREATIVE BUS SALES
Eddie Benson, Maintenance Manager
9-10 APPROVE: REQUEST FOR AUTHORIZATION AND FUNDING OF A CUSTOMER SERVICE MANAGER POSITION
Dawn Crummié, HR Director

## 9-11 RECOMMENDED ACTION ON TORT CLAIMS

Rufus Francis, Safety, Security and Risk Management Director

## REGULAR AGENDA

10 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS: ( 15 years) Idan Albarado, Rhiannon Axton, Ed Davidson, Juan Fernandez Magana, William McIntyre, Joy Olander, Ezequiel Osorio, Jaime Renteria, Christopher Sullivan, Hector Torres and Valentin Zarate (20 years) John Otto
Mike Rotkin, Board Chair
11 RETIREE RESOLUTION OF APPRECIATION: Chris Kane and Dawn Martin Mike Rotkin, Board Chair

12 TRANSIT CORRIDOR ALTERNATIVES ANALYSIS I RAIL NETWORK INTEGRATION STUDY - PERFORMANCE MEASURE RESULTS AND PROPOSED LOCALLY PREFERRED ALTERNATIVE John Urgo, Planning \& Development Director

## 13 METRO ADVISORY COMMITTEE (MAC) SEMI-ANNUAL REPORT <br> Veronica Elsea, MAC Chair

14 COVID-19 TRANSIT FISCAL CRISIS ORAL REPORT Alex Clifford, CEO/General Manager

## 15 CEO ORAL REPORT

Alex Clifford, CEO/General Manager

## 16 ACCEPT AND FILE: YEAR TO DATE KEY PERFORMANCE INDICATORS (KPI) REPORT FOR QUARTER ONE OF FY21 AS OF SEPTEMBER 30, 2020

Angela Aitken, CFO

## 17 REVIEW AND FILE THE JUDY K. SOUZA ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PROJECT CLOSEOUT REPORT

Freddy Rocha, Facilities Maintenance Manager

## 18 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, DECEMBER 18, 2020 AT 9:00 AM, VENUE (TELECONFERENCE OR PHYSICAL) TO BE DETERMINED Mike Rotkin, Board Chair

## 19 ADJOURNMENT

Mike Rotkin, Board Chair

## Accessibility for Individuals with Disabilities

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## Public Comment

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

DATE: November 20, 2020
TO: Board of Directors
FROM: Angela Aitken, Chief Financial Officer

## SUBJECT: ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF OCTOBER 2020

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the preliminary approved Check Journal Detail for the month of October 2020

## II. SUMMARY

- This staff report provides the Board of Directors (Board) with a preliminary approved Check Journal Detail for the month of October 2020.
- 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 October 2020 have been processed, the checks have been issued and signed by the Chief Financial Officer.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

The check journals present the invoices paid in October 2020 for Board review, agency disclosure, and transparency.

## VI. ATTACHMENTS

Attachment A: Check Journal Detail for the Month of October 2020

Prepared by: Holly Alcorn, Accounting Specialist

## VII. APPROVALS

Angela Aitken, Chief Financial Officer


Alex Clifford, CEO/General Manager


## Attachment A

| DATE 11/04/20 14:47 | SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE |  |  |  | PAGE 1 |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  | DATE: | 10/01/20 THRU 10/31/20 |
| CHECK CHECK <br> NUMBER DATE | CHECK VENDOR AMOUNT | VENDOR NAME | VENDOR TRANS. TYPE NUMBER | TRANSACTION DESCRIPTION | TRANSACTION COMMENT AMOUNT |
| 69452 10/05/20 | 4,422.06 382 | AIRTEC SERVICE INC. | 103105 | COVER AIRECONOMIZERS | 296.00 |
|  |  |  | 103106 | FAN REPAIR LACT ROOM | 1,049.06 |
|  |  |  | 103113 | PREV MAINT HVAC OPS | 3,077.00 |
| 69453 10/05/20 | 4,871.07 001D | AT\&T | 103114 | 8/19-9/18 MAIN ACCT | 4,267.89 |
|  |  |  | 103115 | 8/19-9/18 ELEV OPS | 157.78 |
|  |  |  | 103116 | 8/19-9/18 OCEAN LG | 280.72 |
|  |  |  | 103117 | 8/19-9/18 DAVENPORT | 164.68 |
| 69454 10/05/20 | 157.02003393 | BRASS KEY LOCKSMITH INC | 103079 | TRANSPDR KEY VEH\#602 | 157.02 |
| 69455 10/05/20 | 5,399.14 001089 | CASEY PRINTING, INC | 103129 | PRINT FALL HEADWAYS | 5,399.14 |
| 69456 10/05/20 | 3,000.00 003320 | CENTER FOR TRANSPORTATION AND | 103118 | FY21 ZEBRA MEMBERSHP | 3,000.00 |
| 69457 10/05/20 | 146.00 T347 | CINDY LEONE | 103099 | REF PC TICKETS-SZABO | 146.00 |
| 69458 10/05/20 | 56.53130 | CITY OF WATSONVILLE UTILITIES | 103132 | 8/10/-9/16 WTC | 56.53 |
| 69459 10/05/20 | 30,376.23 001124 | CLEAN ENERGY | 103091 | 9/11 LNG CHARGES | 7,590.99 |
|  |  |  | 103092 | 9/16/20 LNG CHARGES | 7,616.31 |
|  |  |  | 103093 | 9/8 LNG CHARGES | 7,594.83 |
|  |  |  | 103109 | 9/2 LNG CHARGES | 7,574.10 |
| 69460 10/05/20 | 1,042.15 | COAST PAPER \& SUPPLY INC. | 103059 | BROOM HANDLES | 192.19 |
|  |  |  | 103060 | INVENTORY ORDER MMF | 546.25 |
|  |  |  | 103069 | INVENTORY ORDER | 163.87 |
|  |  |  | 103131 | INVENTORY ORDER | 139.84 |
|  | 25.17$8,405.2702814$003116 | CREATIVE BUS SALES, INC. CUMMINS PACIFIC LLP | 103080 | RPR VEH\# PC1707 | 25.17 |
| 69462 10/05/20 |  |  | 103061 | RPR VEH\#4202 | 13.31 |
|  |  |  | 103066 | INVENTORY ORDER | 593.51 |
|  |  |  | 103067 | RPR VEH\# 2804 | 275.39 |
|  |  |  | 103068 | RPR VEH\#4202 | 22.84 |
|  |  |  | 103072 | RPR VEH\# 4202 | 3,548.99 |
|  |  |  | 103073 | INVENTORY ORDER | 3,937.82 |
|  |  |  | 103086 | RPR VEH\# 1201 | 13.41 |
| 69463 10/05/20 | 6,038.00 001219 | D\&B POWER ASSOCIATES, INC | 103122 | 8/20/20-8/19/21MAINT | 6,038.00 |
| 69464 10/05/20 | 1,010.44 003485 | EMPLOYNET INC | 103033 | TEMP W/E 9/20/20 | 1,010.44 |
| 69465 10/05/20 | 2,143.60 432 | EXPRESS SERVICES INC. | 103012 | TEMP W/E 9/20/20 | 1,008.00 |
|  |  |  | 103032 | TEMP W/E 9/20/20 | 1,135.60 |
| 69466 10/05/20 | 248.13 | FASTENAL COMPANY INC | 103042 | RPR VEH\# 1302 | 0.62 |
|  |  |  | 103043 | NON INVENTORY ORDER | 150.04 |
|  |  |  | 103044 | NON INVENTORY ORDER | 77.19 |
|  |  |  | 103045 | NON INVENTORY ORDER | 19.67 |
|  |  |  | 103046 | NON INVENTORY ORDER | 0.61 |
| 69467 10/05/20 | 512.54002962 | FIS | 103063 | AUG 20 MERCHANT FEES | 512.54 |
| 69468 10/05/20 | 4,982.39 002952 | FLYERS ENERGY LLC | 103041 | PROPANE | 135.09 |
|  |  |  | 103094 | 9/1-9/15 PC FUEL | 4,847. 30 |
| 69469 10/05/20 | 659.54 | GARDA CL WEST, INC. | 103126 | OCT 20 SERVICES | 337.30 322.24 |
| $\begin{array}{ll} 69470 & 10 / 05 / 20 \\ 69471 & 10 / 05 / 20 \end{array}$ | 600.00647 | GENFARE A DIV OF SPX CORP | 103128 | CONFIGURATION TVM'S | 322.24 600.00 |
|  | 3,133.32 117 | GILLIG LLC | 103057 | YOKE INSTALLER | 440.89 |
|  |  |  | 103058 | NON INVENTORY ORDER | 1,415.79 |
|  |  |  | 103070 | RPR VEH\# 4201 | 903.06 |

## Attachment A

DATE 11/04/20 14:47
ATE: 10/01/20 THRU 10/31/20

| VENDOR | VENDOR | TRANS. | TRANSACTION | TRANSACTION | COMMENT |
| :---: | :---: | :---: | :---: | :---: | :---: |
| AME | TYPE | NUMBER | DESCRIPTION | AMOUNT |  |


| 103071 | INVENTORY ORDER | 373.58 |  |
| :---: | :---: | :---: | :---: |
| 103119 | BATHROOM MIRRORS WTC | 255.6 |  |
| 103035 | INVENTORY ORDER | 60.41 |  |
| 103040 | INVENTORY ORDER | 17.18 |  |
| 103062 | EXIT SIGN W/LTS PRC | 70.42 |  |
| 103134 | ROLLUP DOOR WTC | 60.24 |  |
| 103107 | HOSE ASSY MMF | 59.18 |  |
| 103123 | 10/1-9/30/21 SVC | 15,435.00 | VOIDED |
| 103123 | 10/1-9/30/21 SVC | -15,435.00 | **VOID |
| 103137 | VEH 2804TRANSMISSION | 4,535.36 |  |
| 103039 | INVENTORY ORDER | 86.70 |  |
| 103125 | COVID 19 SUPPLIES | 1,299.98 |  |
| 103111 | INVENTORY ORDER | 1,683.16 |  |
| 103036 | LOSS/DAMAGE UNIFORMS | 27.00 |  |
| 103090 | LAUNDRY SERVICE | 10.50 |  |
| 103095 | LAUNDRY SERV/COVID19 | 156.00 |  |
| 103096 | LAUNDRY SERV/COVID19 | 413.66 |  |
| 103102 | LAUNDRY SERVICE | 25.25 |  |
| 103103 | LAUNDRY SERVICE | 25.25 |  |
| 103104 | LOSS/DAMAGE UNIFORMS | 22.00 |  |
| 103108 | CUSTODIAL SERVICE | 41.75 |  |
| 103135 | CUSTODIAL SERV MMF | 41.75 |  |
| 103037 | INVENTORY ORDER | 106.51 |  |
| 103038 | RPR VEH\# 602 | 56.96 |  |
| 103133 | 8/24-9/22 1122 RIVER | 2,241.97 |  |
| 103075 | OFFICE SUPPLIES | 102.39 |  |
| 103098 | OFFICE SUPPLIES PC | 21.43 |  |
| 103136 | SIKAFLEX MMF | 5.89 |  |
| 103034 | INVENTORY ORDER | 2,071.38 |  |
| 103076 | INVENTORY ORDER | 55.87 |  |
| 103081 | NON INVENTORY ORDER | 25.56 |  |
| 103082 | INVENTORY ORDER | 1,576.47 |  |
| 103083 | INVENTORY ORDER | 153.28 |  |
| 103084 | INVENTORY ORDER | 132.70 |  |
| 103085 | CREDIT RETURN | -16.01 |  |
| 103100 | CRIMP CONNECTOR | 5.78 |  |
| 103101 | CREDIT RETURN | -2.83 |  |
| 103138 | 8/8-9/8 SBF | 2,945.19 |  |
| 103139 | 8/8-9/8 OPS | 1,080.63 |  |
| 103140 | 8/8-9/8 MMF | 1,404.75 |  |
| 103141 | 8/8-9/8 VERNON | 512.86 |  |
| 103142 | 8/8-9/8 PACIFIC ISL | 58.87 |  |
| 103143 | 8/8-9/8 PACIFIC SMC | 3,232.99 |  |
| 103120 | AUG 20 SUPPORT | 2,075.00 |  |
| 103130 | SEPT 20 SUPPORT | 2,075.00 |  |
| 103013 | TEMP W/E 9/20/20 | 1,122.00 |  |

## Attachment A

| DATE 11/04/20 14:47 |  | SANTA CRUZ METROPOLITAN TRANSIT DISTRICT CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE |  |  |  |  |  | PAGE 3 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  | DATE: | 10/01/20 THRU | 10/31/20 |
| CHECK <br> NUMBER | CHECK DATE | CHECK VENDOR AMOUNT | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|  |  |  |  |  | 103014 | TEMP W/E 9/20/20 | 1,122.00 |  |
|  |  |  |  |  | 103015 | TEMP W/E 9/20/20 | 1,784.76 |  |
|  |  |  |  |  | 103016 | TEMP W/E 9/20/20 | 1,122.00 |  |
|  |  |  |  |  | 103017 | TEMP W/E 9/20/20 | 1,122.00 |  |
|  |  |  |  |  | 103018 | TEMP W/E 9/20/20 | 673.20 |  |
|  |  |  |  |  | 103019 | TEMP W/E 9/20/20 | 1,100.96 |  |
|  |  |  |  |  | 103020 | TEMP W/E 9/20/20 | 897.60 |  |
|  |  |  |  |  | 103021 | TEMP W/E 9/20/20 | 1,448.12 |  |
|  |  |  |  |  | 103022 103023 | TEMP W/E 9/13/20 TEMP W/E 9/13/20 | 890.59 855.53 |  |
|  |  |  |  |  | 103024 | TEMP W/E 9/13/20 | 1,100.96 |  |
|  |  |  |  |  | 103025 | TEMP W/E 9/13/20 | 897.60 |  |
|  |  |  |  |  | 103026 | TEMP W/E 9/13/20 | 848.51 |  |
|  |  |  |  |  | 103027 | TEMP W/E 9/13/20 | 448.80 |  |
|  |  |  |  |  | 103028 | TEMP W/E 9/13/20 | 855.53 |  |
|  |  |  |  |  | 103029 | TEMP W/E 9/13/20 | 897.60 |  |
|  |  |  |  |  | 103030 | TEMP W/E 9/13/20 | 1,122.00 |  |
|  |  |  |  |  | 103031 | TEMP W/E 9/13/20 TEMP W/E 9/20/20 | 217.39 $1,109.60$ |  |
| 69492 | 10/05/20 | 149.04001232 | SPECIALIZED AUTO AND |  | 103087 | SMOG VEH\# 401 | 1, 49.68 |  |
|  |  |  |  |  | 103088 | SMOG VEH\# PC203 | 49.68 |  |
|  |  |  |  |  | 103089 | SMOG VEH\# PC1110 | 49.68 |  |
| 69493 | 10/05/20 | 616.61002871 | STATE ELECTRIC GENERATOR |  | 103112 | MAINT GENERATOR PRC | 616.61 |  |
| 69494 | 10/05/20 | 4,225.99 003285 | THE AFTERMARKET PARTS CO LLC |  | 103048 | INVENTORY ORDER | 1,136.36 |  |
|  |  |  |  |  | 103049 | INVENTORY ORDER | 104.73 |  |
|  |  |  |  |  | 103050 | INVENTORY ORDER | 72.46 |  |
|  |  |  |  |  | 103052 | RPR VEH\# 2804 | 2,277.78 |  |
|  |  |  |  |  | 103053 | RPR VEH\# 1202 | 3.99 |  |
|  |  |  |  |  | 103054 | RPR VEH\#1002 | 33.73 |  |
|  |  |  |  |  | 103055 | RPR VEH\# 2227 | 532.84 |  |
|  |  |  |  |  | 103056 | RPR VEH\#1201 | 3.99 |  |
|  |  |  |  |  | 103074 | RPR VEH\# 1201 | 60.11 |  |
| 69495 | 10/05/20 | 868.54003242 | THE JANEK CORPORATION |  | 103110 | RPR ELECTRONIC ITEMS | 868.54 |  |
| 69496 | 10/05/20 | 560.87 E1063 | URGO, JOHN |  | 103097 | REIMB HOUSING RELOC | 560.87 |  |
| 69497 | 10/05/20 | 8,677.32 002829 | VALLEY POWER SYSTEMS, INC. |  | 103047 | INVENTORY ORDER | 1,848.02 |  |
|  |  |  |  |  | 103077 | INVENTORY ORDER | 3,392.45 |  |
|  |  |  |  |  | 103078 | INVENTORY ORDER | 3,436. 85 |  |
| 69498 | 10/05/20 | 168.77003525 | WCDJR, LLC |  | 103051 | RPR VEH\#PC1123 | 168.77 |  |
| 69499 69500 | $10 / 05 / 20$ $10 / 05 / 20$ | 24.00003290 408.50367 | WORKFORCEQA LLC |  | 103064 | AUG 20 MRO SERVICES | 24.00 |  |
| 69500 69501 | $10 / 05 / 20$ $10 / 05 / 20$ | 408.50367 $13,011.49009$ | COMMUNITY TELEVISION OF PACIFIC GAS \& ELECTRIC |  | 103144 103145 | $8 / 28$ BOD MTG $8 / 24-9 / 22$ MMF | 408.50 $5,885.16$ |  |
| 69501 | 10/05/20 | 13,011.49 009 | PACIFIC GAS \& ELECTRIC |  | 103146 | 8/24-9/22 VERNON | 7, 009.08 |  |
|  |  |  |  |  | 103147 | 8/25-9/23 1122 RIVER | 117.25 |  |
| 69502 | 10/05/20 | 15,435.00 003527 | REDVECTOR. COM LLC |  | 103148 | 10/1-9/30/21 SVC | 15,435.00 |  |
| 69503 | 10/12/20 | 1,857.21 382 | AIRTEC SERVICE INC. |  | 103174 | NEW WALL PANELS WTC | 1,857.21 |  |
| 69504 | 10/12/20 | 573.38 001D | AT\&T |  | 103175 | 9/1-9/30 WTC-VER | 573.38 |  |

## Attachment A

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| 103234 | 8/24-9/23 WIFI BUSES |
| :--- | :--- |
| 103180 | SEPT 20 Code 5100 |
| 103265 | SEPT 20 LEGISLAT SVC |
| 103266 | OCT 20 LEGISLATE SVC |
| 103170 | BUS STOP STICKERS |
| 103249 | SIGNS-STICKERS |
| 103155 | T/16-9/15 SVT |
| 103156 | 9/23 WASTE WTC |
| 103157 | $8 / 18-9 / 23$ WTC |
| 103158 | $8 / 17-9 / 23$ WTC |
| 103159 | $8 / 17-9 / 23$ WATER WTC |
| 103214 | 9/21 LNG CHARGES |
| 103167 | CASE OF PAPER TOWELS |
| 103168 | CLEANING SUPPL MMF |
| 103263 | RPR VEH\#PC1707 |
| 103264 | BLOCK GUIDE PLATFORM |
| 103242 | INVENTORY ORDER |
| 103243 | CREDIT RETURN |
| 103244 | CREDIT RETURN |
| 103245 | INVENTORY ORDER |
| 103246 | RPR/PARTS VEH\#1201 |
| 103195 | REVENUE TIRES |
| 103196 | NON REVENUE TIRES |
| 103197 | REVENUE TIRES |
| 103198 | REVENUE TIRES |
| 103199 | REVENUE TIRES |
| 103200 | NON REVENUE TIRES |
| 103201 | REVENUE TIRES |
| 103202 | REVENUE TIRES |
| 103203 | REVENUE TIRES |
| 103192 | TEMP W/E 9/27/20 |
| 103193 | NON INVENTORY ORDER |
| 103224 | COVID 19 SUPPPLIES |
| 103173 | SERVICE CALL OPS |
| 103228 | OCT 20 VAULT SERVICE |
| 103218 | DECALS FOR BUSES |
| 103219 | INVENTORY ORDER |
| 103220 | INVENTORY ORDER |
| 103221 | INVENTORY ORDER |
| 103222 | LAMPS FOR 3 BUSES |
| 103223 | RPR/PARTS VEH\#1904 |
| 103150 | MONTHLY TESTING OPS |
| 103194 | HOODED COVERALLS |
| 103215 | NON INVENTORY ORDER |
| 103216 | PARTS ORDER |
| 103204 | HOSE SHIELDS W/TIES |

## Attachment A

DATE 11/04/20 14:47
ATE: 10/01/20 THRU 10/31/20

 $\begin{array}{ll} & \\ 103166 & \text { COMPRESSOR OIL FAC } \\ 103205 & \text { INVENTORY ORDER } \\ 103206 & \text { RPR VEH\#401 PARTS } \\ 103207 & \text { PARTS ORDER } \\ 103208 & \text { PARTS ORDER } \\ 103211 & \text { DISTILLED H20 } \\ 103261 & \text { OCT 20 LEASE PAYMENT } \\ 103152 & \text { INVENTORY ORDER } \\ 103172 & \text { CUSTODIAL SERV MMF } \\ 103227 & \text { LAUNDRY SERVICE PRC } \\ 103256 & \text { LINENS/COVID 19SUPPL } \\ 103257 & \text { LINEN/COVID19SUPPL } \\ 103258 & \text { LAUNDRY/COVID19 SUPP } \\ 103259 & \text { LAUNDRY/COVID19SUPPL } \\ 103260 & \text { LAUNDRY SERVICE } \\ 103153 & \text { ANNUAL PERMITS } \\ 103178 & \text { 8/26-9/25 OPS } \\ 103248 & \text { NAME PLATE FOR FLEET } \\ 103212 & \text { RPR VEH\# PC1706 } \\ 103213 & \text { INVENTORY ORDER } \\ 103235 & \text { FIRE SUPP SYST SERV } \\ 103217 & \text { 8/28-9/28 RIVERCHGST } \\ 103149 & \text { OFFICE SUPPLIES CS } \\ 103176 & \text { 10/1 PEST VERNON } \\ 103151 & \text { SHEARS FLD } \\ 103160 & \text { HARDWARE MIRROR WTC } \\ 103161 & \text { ROLLUP DOOR WTC } \\ 103162 & \text { ROLLUP DOOR WTC } \\ 103163 & \text { HARDWARE OPS } \\ 103164 & \text { BULB SMC } \\ 103169 & \text { COIL CHAIN SBF } \\ 103179 & * * * * * * *-* * *-1598 \\ 103165 & \text { 9/28-10/27 LEASE } \\ 103267 & \text { 9/25 DOT DRUG TESTS } \\ 103268 & 8 / 26 \text { DOT DRUG TESTS } \\ 103177 & \text { VEH CONDITION SHEETS } \\ 103241 & \text { INVENTORY ORDER } \\ 103247 & \text { INVENTORY ORDER } \\ 103250 & \text { INVENTORY ORDER } \\ 103251 & \text { INVENTORY ORDER } \\ 103252 & \text { RPR/PARTS VEH\#PC1105 } \\ 103253 & \text { INVENTORY ORDER } \\ 103254 & \text { CREDIT RETURN } \\ 103255 & \text { CREDIT RETURN } \\ 103154 & \text { PERMIT FA0006641 } \\ 103210 & \text { 1/21-12/21MEMBERSHIP } \\ & \end{array}$ PAGE 5

## Attachment A



## Attachment A

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| 103363 | SEPT 20 MAINT |
| :--- | :--- |
| 103362 | FOAMING HAND SOAP |
| 103354 | OCT 20 LANDSCAPING |
| 103367 | COVID 19 BUS ADS |
| 103368 | CAR CARD PRINTING |
| 103300 | RPR VEH \#9810 |
| 103277 | INVENTORY ORDER |
| 103279 | INVENTORY ORDER |
| 103280 | INVENTORY ORDER |
| 103319 | INVENTORY ORDER |
| 103320 | INVENTORY ORDER |
| 103341 | RPR/PARTS VEH\#1209 |
| 103342 | RPR/PARTS VEH\#1210 |
| 103345 | RPR/PARTS VEH\#1005 |
| 103372 | RPR/PARTS VEH\#1210 |
| 103399 | CREDIT RETURN |
| 103376 | SEPT 20 FINGERPRINTS |
| 103283 | REVENUE TIRES |
| 103284 | REVENUE TIRES |
| 103313 | TEMP W/E 10/4/20 |
| 103357 | DEEP CLEANING WTC |
| 103312 | TEMP W/E 10/4/20 |
| 103315 | TEMP W/E 9/27/20 |
| 103317 | TEMP W/E 10/04/20 |
| 103318 | TEMP W/E 9/27/20 |
| 103364 | TEMP W/E 10/4/20 |
| 103365 | TEMP W/E 09/27/20 |
| 103353 | SINK REPAIR OPS |
| 103371 | SEPT 20 SECURITY |
| 103321 | RPR/PARTS VEH\#9805 |
| 103322 | INVENTORY ORDER |
| 103323 | INVENTORY ORDER |
| 103347 | INVENTORY ORDER MMF |
| 103351 | INVENTORY ORDER |
| 103387 | OCT 20 LIFE AD\&D |
| 103388 | OCT 20 LTD |
| 103330 | AUG 31 CLAIM\#QE-0073 |
| 103274 | INVENTORY ORDER |
| 103324 | CREDIT RETURN |
| 103325 | RPR/PARTS VEH\# 602 |
| 103326 | RPR/PARTS VEH\#602 |
| 103339 | INVENTORY ORDER |
| 103340 | INVENTORY ORDER |
| 103286 | SEP 20 INTERPRET SER |
| 103378 | CL\#11000452/11001281 |
| 103379 | CL\#20000365 |

COAST PAPER \& SUPPLY INC.
COASTAL LANDSCAPING INC. DBACOMMUNITY PRINTERS, INC.COMPLETE COACH WORKS INC
CUMMINS PACIFIC LLPDEPARTMENT OF JUSTICE
EAST BAY TIRE CO.

## EMPLOYNET INC ERNESTOS CLEANING SERVICES EXPRESS SERVICES INC.

FERGUSON ENTERPRISES INC. \#795
FIRST ALARM SECURITY \& PATROL GRAINGER
HARTFORD LIFE AND ACCIDENT INS
KAUFMAN DOLOWICH VOLUCK LLP
KELLEY'S SERVICE INC.


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| :---: | :--- |
| $2,890.00$ | 003034 |
| $6,779.33$ | 163 |
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## Attachment A

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NOV 20 RENT CAPITOLA
TOWELS／COVID 19 SUPP
CUSTODIAL SERVICE
LAUNDRY SERVICE
COVID 19 SUPPLIES
INVENTORY ORDER
OFFICE SUPPLIES
MEASURING TAPE SERV
SEPT 20 COURIER SERV
$10 / 20$ PEST WTC REST
INVENTORY ORDER
OCT 20 VSP
OCT 20 DENTAL
ACRYLIC PANEL VERNON
LAMP PIECES SMC
WIREMOLD CORDMATEWTC
CREDIT RETURN
WIREMOLD CORDMATEWTC


 SEPT 20 SHREDDING PC







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MGP XI REIT LLC
MISSION UNIFORM
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SCOTTS VALLEY WATER DISTRICT
U.S. BANK
VERIZON WIRELESS
TAMARA TRUEBLOOD
ABC BUS INC
AIRTEC SERVICE INC.
B \& B SMALL ENGINE CORP
BOWMAN \& WILLIAMS INC
BROWN ARMSTRONG ACCOUNTANCY
BUDGET BLINDS OF SANTA CRUZ

$* * * *-* * * *-* * * *-4338$
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10/21 PRESS EVENT
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INVENTORY ORDER
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SAW CHAIN FLD



VALLEY POWER SYSTEMS, INC.
VEHICLE TECHNICAL CONSULTANTS
VERIZON WIRELESS
CDW GOVERNMENT, INC.
GREENWASTE RECOVERY, INC.
$\begin{array}{r}829 \\ \\ \\ \hline\end{array}$

| $3,900.00$ | 003436 |
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| $1,074.50$ | 434 |

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$\begin{array}{lll}17,378.32 & 002940 & \text { OJO TECHNOLOGY, INC. } \\ 372.50 & 003287 & \text { PACIFIC CREST ENGINEERING INC } \\ 13,325.94 & 009 & \text { PACIFIC GAS \& ELECTRIC }\end{array}$

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## Attachment A



## Attachment A



## Attachment A

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


| 103470 | OFFICE SUPPLIES | 1,191.11 |
| :---: | :---: | :---: |
| 103471 | CALENDAR ORDER ADMIN | 13.91 |
| 103472 | CALENDAR ORDER ADMIN | 284.92 |
| 103473 | CALENDAR ORDER ADMIN | 87.13 |
| 103474 | OFFICE SUPPLIES | 190.89 |
| 103475 | OFFICE SUPPLIES | 9.78 |
| 103476 | OFFICE SUPPLIES | 9.78 |
| 103477 | CALENDAR ORDER PC | 24.94 |
| 103478 | CALENDAR ORDER PC | 20.82 |
| 103479 | LAUNDRY SERVICE PC | 10.50 |
| 103499 | OFFICE SUPPLIES | 130.38 |
| 103460 | CALENDAR BLITZ | -211.49 |
| 103461 | CALENDAR BLITZ | -27.82 |
| 103462 | CALENDAR BLITZ | -97.35 |
| 103463 | CALENDAR ORDER OPS | -177.12 |
| 103464 | CALENDAR ORDER PC | -18.68 |
| 103465 | CALENDAR ORDER PC | -106.63 |
| 103466 | OFFICE SUPPLIES ADM | -9.65 |
| 103467 | CALENDAR ORDER PC | -183.39 |
| 103468 | PAPER FOLD MACHINE | -2,390.35 |
| 103469 | PAPER FOLD MACHINE | -4,780.69 |
| 103470 | OFFICE SUPPLIES | -1,191.11 |
| 103471 | CALENDAR ORDER ADMIN | -13.91 |
| 103472 | CALENDAR ORDER ADMIN | -284.92 |
| 103473 | CALENDAR ORDER ADMIN | -87.13 |
| 103474 | OFFICE SUPPLIES | -190.89 |
| 103475 | OFFICE SUPPLIES | -9.78 |
| 103476 | OFFICE SUPPLIES | -9.78 |
| 103477 | CALENDAR ORDER PC | -24.94 |
| 103478 | CALENDAR ORDER PC | -20.82 |
| 103479 | LAUNDRY SERVICE PC | -10.50 |
| 103499 | OFFICE SUPPLIES | -130.38 |
| 103527 | NOV 20 RETIREE SUPP | 56.39 |
| 103480 | OCT 20 PEST OPS | 62.50 |
| 103481 | OCT 20 PEST SBF | 105.00 |
| 103497 | HOSE END SMC | 6.87 |
| 103521 | HARDWARE PRC | 24.42 |
| 103522 | MISC TOOLS VERNON | 48.16 |
| 103523 | ELECTRICAL BOX SBF | 5.40 |
| 103458 | PROJ MNGMT SEP20 MMF | 2,500.00 |
| 103500 | 10/12-11/11 RIVER ST | 76.82 |
| 103530 | BUS ON SHOULDER PROJ | 10,653.65 |
| 103528 | OCT 20 LEGISLATE SVC | 2,500.00 |
| 103428 | TEMP W/E 10/11 | 1,122.00 |
| 103429 | TEMP W/E 10/11 | 883.58 |
| 103430 | TEMP W/E 10/11 | 1,114.99 |



## Attachment A




 SCMTD PETTY CASH - FINANCE
TAMARA L. TRUEBLOOD

 $\begin{array}{ll}479.59 & 788 \\ 260.88 & 003535\end{array}$ $\begin{array}{lll}\text { OZ/9Z/0I } & \text { ع9969 } \\ \text { 0Z/9Z/0I } & \text { Z9969 } \\ \text { OZZ9Z/0I } & \text { I9969 } \\ 0 Z / 9 Z / 0 \tau & 09969\end{array}$ $\begin{array}{ll}69664 & 10 / 26 / 20 \\ 69665 & 10 / 26 / 20\end{array}$

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## Attachment A

PAGE 14 DATE: 10/01/20 THRU 10/31/20

TOTAL CHECKS 224 1,427,927.04

DATE: November 20, 2020
TO: Board of Directors
FROM: Alex Clifford, CEO/General Manager
SUBJECT: ACCEPT AND FILE MINUTES OF THE OCTOBER 21, 2020 METRO ADVISORY COMMITTEE (MAC) MEETING, THE OCTOBER 23, 2020 BOARD OF DIRECTORS MEETING, THE NOVEMBER 13, 2020 PERSONNEL/HR STANDING COMMITTEE MEETING AND THE NOVEMBER 13, 2020 FINANCE, BUDGET AND AUDIT STANDING COMMITTEE MEETING

## I. RECOMMENDED ACTION

That the Board of Directors Accept and File the Minutes of the October 21, 2020 METRO Advisory Committee (MAC) Meeting, the October 23, 2020
Board of Directors Meeting, the November 13, 2020 Personnel/HR Standing Committee Meeting and the November 13, 2020 Finance, Budget and Audit Standing Committee Meeting
II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) October 21, 2020 METRO Advisory Committee (MAC) Meeting, the October 23, 2020 Board of Directors Meeting, the November 13, 2020 Personnel/HR Standing Committee Meeting and the November 13, 2020 Finance, Budget \& Audit Standing Committee Meeting.
- Each meeting staff will provide minutes from the previous METRO Board and Committee meetings.


## III. DISCUSSION/BACKGROUND

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

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

The actions taken in this report tie to METRO's Stewardship and Accountability responsibility.

## v. FINANCIAL CONSIDERATIONS/IMPACT

None.
VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

None.
VIII. ATTACHMENTS

Attachment A: Draft minutes for the METRO Advisory Committee (MAC) Meeting of October 21, 2020

Attachment B: Draft minutes for the Board of Directors Meeting of October 23, 2020
Attachment C: Draft minutes for the Personnel/HR Standing Committee Meeting of November 13, 2020

Attachment D: Draft minutes for the Finance, Budget \& Audit Standing Committee Meeting of November 13, 2020

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

Board of Directors.
November 20, 2020
Page 3 of 3

## IX. APPROVALS

Alex Clifford, CEO/General Manager

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The METRO Advisory Committee (MAC) met on Wednesday, October 21, 2020. The meeting was held via teleconference. *Minutes are "summary" minutes, not verbatim minutes.

1. CALL TO ORDER at $6: 04 \mathrm{PM}$.
2. ROLL CALL - The following MAC Members were present via teleconference, representing a quorum:

Veronica Elsea, Chair
Joseph Martinez, Vice Chair Michael Pisano

Jessica de Wit was an unexcused absence.
Additional METRO staff and presenters:
Alex Clifford, CEO/General Manager
Margo Ross, Chief Operations Officer
Isaac Holly, IT and ITS Director
Danielle Glagola, Marketing, Communications, \& Customer Service Director

Becky Taylor
James Von Hendy

John Urgo, Planning \& Development Director Brandon Freeman, Bus Operator Donna Bauer, Administrative Specialist Rohan Tuli, Planning Intern

## 3. COMMUNICATIONS TO THE METRO ADVISORY COMMITTEE

Mr. Von Hendy attended the METRO press event this morning, October 21, as a MAC representative and was pleased to learn about the COVID-19 precautions METRO is taking to ensure passenger and Bus Operator safety. He also checked out the buses to experience firsthand the precautions that are in place (e.g., Bus Operator's plastic screen, sneeze barriors between seats, and certain seats blocked to allow passengers to social distance). He was impressed with the signage on the buses and the flyers available to passengers. He felt METRO has done an excellent job in welcoming back riders and making sure we are all safe.

Chair Elsea added that she had concerns about fitting her dog in between the seats because of the sneeze barriors, but that has worked well without any problems.

Chair Elsea did express concern about finding the outdoor Customer Service window and asked for clarification on its location. Director Glagola said it is located to the right of the TVM and reminded the Committee that the window is only open from 8:00 a.m. to 12:00 p.m.

Mr. Pisano attended a meeting yesterday on the Santa Cruz County Active Transportation Plan for the unincorporated areas in Santa Cruz County. One of their goals is to encourage more walking, biking, and bus usage in these areas. He suggested posting some simple fitness exercises in the Headways or bus shelters to encourage riders to stay active while waiting for the bus.
4. RECEIVE AND FILE MINUTES FROM THE METRO ADVISORY COMMITTEE MEETING OF AUGUST 19, 2020

# MOTION: ACCEPT AND FILE THE MINUTES FROM THE METRO ADVISORY COMMITTEE MEETING OF AUGUST 19, 2020 

MOTION: PISANO
SECOND: VON HENDY
MOTION PASSED WITH 5 AYES: Elsea, Martinez, Pisano, Taylor, and Von Hendy. de Wit was absent.

# Attachment A 

Minutes - METRO Advisory Committee
October 21, 2020
Page 2 of 6

## 5. COMMUNICATIONS FROM METRO ADVISORY COMMITTEE (MAC)

Chair Elsea said her August 19, 2020 letter written to the Board of Directors (Board) from MAC was included in the MAC agenda packet. It is a commendation of the Bus Operators for helping out in the early days of the CZU Lightning Fire evacuations. Members of the Committee expressed their appreciation to her for writing the letter.

She also let the Committee know that she will give her second presentation to the Board on November 20, 2020 and will report on that in MAC's first meeting of 2021.

## 6. COVID-19 UPDATE

CEO Clifford thanked Mr. Von Hendy for attending the press conference and congratulated Director Glagola on pulling the event together and collaborating with multiple departments and news outlets.

The purpose of today's event was to welcome back our customers and to help them feel assured that METRO has done everything we can to help them feel safe on our buses. This is Phase I of a three phase process. Phase 2 is added value--what can METRO do to add some additional features to our service that will bring more value to the customers.
CEO Clifford mentioned Director Holly is working on a proposal to expand Wi-Fi to all the buses. He is also wrapping up the Automatic Vehicle Location (AVL) system and may bring a proposal to the Board for Automatic Passenger Counters (APC). We will get a lot of data from APC to help design the system better; but for the customer this has a nice COVID-19 tie-in. The smart phone app should be able to show how many people are on the bus. If the customer is uncomfortable with a certain capacity level, they can choose to not board that bus and wait for the next one.

Mr. Pisano thought the original proposal for AVL included passenger counting. Director Holly said METRO did build in options to exercise in the future and APC was one of those. This is subject to a satisfactory acceptance of Syncromatics' AVL system; then we will look at exercising that option.
CEO Clifford mentioned that Director Urgo will present a proposal to the Board on October 23, 2020 on a number of upgrades to our bus stops so that they are more useful, higher utility and more functional.

Phase III is moving into the post-COVID environment and figuring out what transit will look like going forward.

Chair Elsea asked if bus capacity is still at 15 and is there any thought about what will happen to bus capacity for all the routes in the future. CEO Clifford responded we are still at 15 riders on a 40 ' bus and 10 riders on a 35 ' bus and 8 on our commuter buses that go over the hill because we have to abide by the Santa Clara County Health Office restrictions. We're monitoring the state and county recovery guidelines closely to determine how to move forward.
Chair Elsea also commended METRO's Bus Operators and other passengers in this County for being so helpful and nice when she boards the bus. Being visually impaired, if she gets on a bus and passengers are silent, she may not realize that she found a seat that isn't socially distanced from another passenger. METRO Bus Operators have been very involved in making sure she gets a comfortable seat. It sets a positive tone for the rest of the trip. CEO Clifford thanked her for the input and reinforced the point that in order to stay relevant, METRO needs to provide that higher level of service when people need it.
Ms. Taylor thinks METRO has a lot of community support and we should not underestimate that in METRO's plans for the future. CEO Clifford appreciated that point and emphasized METRO is reliant on the public trust. Ms. Taylor added that the more METRO cuts routes, the more our community support erodes and METRO becomes a limited form of transportation. She suggested METRO be hesitant about cutting services after COVID. Chair Elsea said she agrees with that sentiment but

## Attachment A

Minutes - METRO Advisory Committee
October 21, 2020
Page 3 of 6
understands METRO can't run empty buses and it faces challenges when riders have other transportation options.

## 7. UPDATE ON INFORMATION TECHNOLOGY SYSTEMS (ITS)

Isaac Holly, IT and ITS Director, explained that METRO is in the acceptance testing phase of the AVL system. We are working through some challenges and will not accept the system until the contractual scope requirements are met.
The beta testing process that Mr. Pisano and Chair Elsea participated in is about to be released. We will not publish it officially until we are satisfied with the acceptance testing. We want to make sure the system is stable.

Mr. Von Hendy asked if Director Holly can elaborate on the issues being experienced. Director Holly said one of the problems we are running into is that the Mobile Data Terminal (MDT) application crashes from time to time. Another issue is that the head sign on the bus needs to display exactly what is occurring in real time. The system works in such a fashion that it requires a specific path of travel. There are going to be times when we need to multi-path or accommodate a detour from the route (e.g., police action, public works detour, etc.). We are tasking the vendor to develop a multipathing or detouring solution so that the system gives us a completed trip.

Ms. Taylor was surprised that this issue hasn't come up before with other bus companies. Director Holly said the system isn't currently resilient to variances.

Mr. Pisano said he is excited for the release of the beta testing.
Chair Elsea thanked Director Holly for his hard work, accepting MAC's input, and answering the Committee's questions.

## 8. SERVICE PLANNING UPDATE

Chair Elsea announced she is adding an item on bus stop signage that CEO Clifford referenced earlier.
a. Quarterly Ridership Report

John Urgo, Planning \& Development Director, gave a brief preview of ridership and said a full, quarterly ridership report will go to the Board in November 2020.
b. Stops

## b.i. Pasatiempo Bus Stop

Director Urgo said the Pasatiempo Bus Stop was mentioned by Caltrans in a recent meeting. They have it on their Statewide Transportation Improvement Fund (STIF) list to do bus stop pads in that location. We'll continue to have discussions with them because should ridership return to Hwy. 17, that is an important stop for the park and ride located there.

## b.ii. Bus Stop Signage

Director Urgo said bus stops are critically important and why he is seeking MAC's feedback. We see this redesign effort as bringing the bus stop design to the forefront of METRO's branding, identity and customer information.

He shared his presentation on Bus Stop Signage Redesign that is going to the Board on October 23, 2020 (attached). He acknowledged Rohan Tuli, Planning's Intern and UCSC student. Rohan spearheaded a lot of the research by looking at industry and best practices.

## Attachment A

Minutes - METRO Advisory Committee
October 21, 2020
Page 4 of 6

Director Urgo reviewed the current stop design and showed a mockup design which simpliflies the information. The top section is clear branding of METRO, below that large route numbers with destinations and corridors, and some information on the days of the week that they operate. On the bottom is the customer information-bus stop ID, contacts and the next arrivals.

Chair Elsea mentioned that it is hard to find the bus stop ID number on the current signs and suggested keeping the future design consistent in where it is placed on the signs. Director Urgo said the proposed design would be in a new location but it would be the same size and at the bottom of the sign. Chair Elsea expressed interest in reviewing the new design when it is available and Director Urgo said he would set up a time for her to do that.

Another standard thing across the industry is vertical and horizontal clearances. We want to standardize all 800+ bus stops in relation to street furniture and vertical clearance. ADA compliance recommends an 80" minimum vertical clearance. We are not required to meet this standard but most agencies do for visibility purposes from the street and sidewalk.

Another change we are proposing is new schedule and map inserts at $15 \%$ of METRO's bus stops. $85 \%$ of the new signs will not have this information. This would help in maintaining the bus stops and eliminate restickering the signs every time there is a change.

Mr. Martinez asked if the lights will be brighter when the new poles are installed. Director Urgo said all lighting will be reviewed. Currently the lights are installed in areas where it is really dark or there aren't street lights. If we extend or replace poles to be ADA compliant, we will reassess.

Ms. Taylor reminded the Committee of what Ernestina Saldana used to say when she was on MAC-having a cell phone is a cultural thing; not everyone who takes the bus will have a cell phone. Director Urgo said that is a really good point and we need to consider the culture of our riders and who our audience is
Mr. Pisano commented that he likes the larger bus route numbers; they are easier to read.

## c. Other Projects

## c.i. Transit Corridor Alternatives Analysis

The Santa Cruz County Regional Transportation Commission (SCCRTC) is coming to METRO's Board meeting in November with their locally preferred alternatives on the Transit Corridor Alternatives Analysis.

## c.ii. Capitola Mall

We recently reengaged with the Capitola Mall owners. No update on the project but we found out that they are still there and working on it.

## c.iii. ParaCruz Trips and On-Demand Microtransit Trips

We've developed the concept of our service area zones and we are working through some issues with the Union and Operations Department on how to make that happen.

## c.iv. Mobile Ticketing App

The mobile ticketing app is live across the district. Customers on any service can buy any fare. Ticket sales are going well in the first three weeks.

Mr. Von Hendy added that his wife was thrilled to learn about it.
Mr. Pisano added that he sent out an email to his work group and they were happy to see METRO providing this service.

# Attachment A 

Minutes - METRO Advisory Committee
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Page 5 of 6
d. METRO Planning and Development Annual Status Report as Presented to the Board of Directors on September 25, 2020

Director Urgo said this comprehensive report covers a lot of the issues discussed at the MAC meetings (e.g., system performance, mobile ticketing, validators on the Hwy. 17 buses, etc.); but most of the focus is on COVID-19 and service recovery planning.
Chair Elsea encouraged the Committee to review this report that was included in their packets. She raised concern for someone like herself who lives on the west side and relies on the service of the UCSC routes; the issue becomes how the connections line up. She suggested it would be interesting to see in a future survey how many people weren't riding because of connection issues--not just the frequency but the way the frequency affects these connections.
Mr. Pisano agreed and detailed the connection issues he experienced on his way to and from work. He hopes at some point the Route 35 goes back to both directions on Scotts Valley Drive and there can be a bus stop at Enterprise Technology Center.
Director Urgo said we will keep this feedback in mind as they develop the Winter Bid.
Mr. Pisano also asked if there is any thought about having a Scotts Valley Express. Director Urgo said historically there used to be a Hwy. 17 service that did that. In the current environment it is hard to think of a service expansion which this would be. Director Urgo said he'd have to review this. Chair Elsea suggested we add it to the next agenda for discussion.

## e. Safety Tips Brochure

Danielle Glagola, Marketing, Communications \& Customer Service Director, said she and Rufus Francis, Safety, Security \& Risk Management Director, developed this tri-fold brochure of safety tips. It is printed in English and Spanish and available on the website, onboard our buses and at the transit centers. It highlights passenger, pedestrian and cyclist safety and COVID-19 prevention measures.
Mr. Von Hendy commented that it was nicely done.
Chair Elsea asked where on the website the brochure is located. Director Glagola said the link is on the home page and offered to send Chair Elsea the link. Chair Elsea said it would be nice to have brochures to highlight various topics and possibly do so in marketing the Code of Conduct. Director Glagola agreed. She mentioned a new brochure for the Splash Pass will be on the buses soon.

Mr. Pisano suggested METRO put out something on the Jump bike program if it returns to Santa Cruz and let people know they are not allowed on the buses and provide safety tips about where to properly park them. Director Glagola thanked him for the suggestion.
9. ESTABLISH AND APPROVE THE METRO ADVISORY COMMITTEE 2021 MEETING SCHEDULE

MOTION: APPROVE THE 2021 MAC MEETING DATES OF FEBRUARY 17, APRIL 21, AUGUST 18, AND OCTOBER 20.
MOTION: PISANO
SECOND: MARTINEZ
MOTION PASSED WITH 5 AYES: Elsea, Martinez, Pisano, Taylor, and Von Hendy. de Wit was absent.

## 10. ELECT THE METRO ADVISORY COMMITTEE CHAIR AND VICE CHAIR FOR 2021 TERM

Chair Elsea explained the Chair and Vice Chair responsibilities and how long their terms can run before discussion and nominations ensued for the two positions.

Minutes - METRO Advisory Committee
October 21, 2020
Page 6 of 6

MOTION: ELECT CHAIR JAMES VON HENDY FOR A ONE-YEAR TERM (JANUARY 1 DECEMBER 31, 2021) AND VICE CHAIR JOSEPH MARTINEZ FOR A ONE YEAR TERM (JANUARY 1 - DECEMBER 31, 2021)
MOTION: PISANO
SECOND: MARTINEZ
MOTION PASSED WITH 5 AYES: Elsea, Martinez, Pisano, Taylor, and Von Hendy. de Wit was absent.

Chair Elsea thanked the Committee for letting her have the honor of being the Committee Chair for the last two years. She expressed how much she enjoyed serving on the Committee and added that this Committee has risen in stature over the past five years thanks to what each member is doing. Members of the Committee thanked her for her service.

## 11. COMMUNICATIONS TO THE METRO CEO

None.

## 12. COMMUNICATIONS TO THE METRO BOARD OF DIRECTORS

None.

## 13. ITEMS FOR NEXT MEETING AGENDA

- Code of Conduct Marketing Plan
- Update on Information Technology Systems
- Update on Service Planning
- Scotts Valley Express Bus
- Enterprise Technology Center Bus Stop


## 14. DISTRIBUTION OF VOUCHERS

Donna Bauer, Administrative Specialist, will mail out the vouchers to all members on Thursday, October 22, 2020.

## 15. ADJOURNMENT

The next MAC meeting is scheduled for February 17, 2021 at 6:00 PM. Please check the SCMTD website for venue updates, as METRO remains dependent upon the public health orders in place at the time.

Meeting adjourned at 7:44 PM.
Respectfully submitted,
Donna Bauer
Administrative Specialist

Attachment A - MAC Meeting Minutes




Attachment A - MAC Meeting Minutes


Attachment A - MAC Meeting Minutes




Attachment A - MAC Meeting Minutes

Attachment A - MAC Meeting Minutes

Four Routes

| SANTA CRUZ METRO | SANTA CRUZ METRO | SANTA CRUZ METRO |
| :---: | :---: | :---: |
| UCSC via Laurel East <br> Daily |  |  |
| Daily <br> HIGHWAY 17 EXPRESS Amtrak Thruway <br> Northbound to San Jose |  |  |
| Daily <br> Highway 17 Express <br> Amtrak Thruway <br> Southbound to Santa Cruz | Santa Cruz to <br> Daily <br> San Lorenzo Valley (SLV) |  |
| UCSC via Lower Bay <br> Daily | to Santa Cruz | Santa Cruz to Bonny Doon |
| Bus Stop ID (831) $425-8600$ S. No smoking <br> No fumar <br> 1591 scmtd.com   | Bus Stop ID (831) $425-8600$ No smoking <br> scmtd.com No fumar  | Bus Stop ID (831) $425-8600$ No smoking <br> scmtd.com 591 No <br> No fumar |
| scmtd.com/apps <br> Next Arrivals / Próximas llegadas: <br> or text o texto <br> SCM 1591 <br> 468-311 | scmtd.com/apps <br> Next Arrivals / Próximas Ilegadas: or text o texto <br> SCM 1591 <br> 468-311 |  |



## Attachment A - MAC Meeting Minutes

Confusing transfer area In proximity to key destinations High ridership
Possibility of customers without cell phones
Possibility of customers without cell phones High ridership
Walkable area
Many transit routes in close proximity In proximity to key destinations
Mission \&
TWestside stops near large student populations
High \& Bay, Bay \& Mission, Mission \& Trescony, Mission
Stops in proximity to social services
Stops in proximity to senior housing and destinations
High ridership
Possibility of customers without cell phones


| Information | Type 1: <br> Standard | Type 2: <br> High Use, <br> Special, or No <br> Cell Coverage | Type 3: <br> Walkable Area / Campus / <br> Tourist Destination / Transfer <br> Point | Type 4: <br> Transit Center <br> (Large format <br> poster) |
| :--- | :---: | :---: | :---: | :---: | :---: |
| Stop Flag | $\checkmark$ | $\checkmark$ | $\checkmark$ |  |
|  |  |  |  |  |
| Names |  |  |  |  |

Thank rou

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS MEETING MINUTES* <br> OCTOBER 23, 2020-9:00AM MEETING HELD VIA TELECONFERENCE

A regular meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO) convened on Friday, October 23, 2020, via teleconference.
The Board Meeting Agenda Packet can be found online at www.SCMTD.com. *Minutes are "summary" minutes, not verbatim minutes. Audio recordings of Board meeting open sessions are available to the public upon request.
This document was created with accessibility in mind. With the exception of certain third party and other attachments, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to accessibility@scmtd.com.
1 CALL TO ORDER at 9:01AM by Board Chair Rotkin.
ROLL CALL: The following Directors were present via teleconference, representing a quorum:

Director Ed Bottorff Director Trina Coffman-Gomez Director Aurelio Gonzalez Director John Leopold<br>Director Donna Lind<br>Director Cynthia Mathews<br>Director Bruce McPherson<br>Director Donna Meyers<br>Director Larry Pageler<br>Director Dan Rothwell<br>Director Mike Rotkin<br>Ex-Officio Director Dan Henderson<br>Ex-Officio Director Alta Northcutt

City of Capitola
City of Watsonville
City of Watsonville
County of Santa Cruz
City of Scotts Valley
City of Santa Cruz
County of Santa Cruz
City of Santa Cruz
County of Santa Cruz
County of Santa Cruz
County of Santa Cruz
UC Santa Cruz
Cabrillo College
Additional METRO staff:
Alex Clifford
Julie Sherman
CEO/General Manager
General Counsel

## 3 ANNOUNCEMENTS

Chair Rotkin announced that today's meeting will be broadcast by Community Television of Santa Cruz County.

Having none, Chair Rotkin moved to the next agenda item.
ORAL AND WRITTEN COMMUNICATIONS TO THE BOARD
General discussion and congratulations shared among the assembly surrounding the success of the recent METRO safety media event.

## Attachment B

In anticipation of her City of Watsonville tenure ending with the November election, Director Gonzalez thanked Director Coffman-Gomez for her services on behalf of METRO, which prompted an explanation from General Counsel Julie Sherman regarding the process and timeline for filling Director vacancies.

Having nothing further, Chair Rotkin moved to the next agenda item.

## 6 LABOR ORGANIZATION COMMUNICATIONS

James Sandoval thanked METRO for the opportunity to be involved in the press event, saying this sends a message of unity to the community.

## 7 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Chair Rotkin noted that page 10A.Exhibit A. 1 had been corrected to reflect the correct meeting date in May 2021: May 21, 2021.

CEO Clifford brought the assembly's attention to a letter many Board members received in support of agenda item 9-06 as well as a letter received from Mr. Michael Pisano, MAC member, with links to exercise routines at bus stops. This information has been provided to METRO's Planning Department.
(Referenced documents are attached.)
8 WRITTEN COMMUNICATIONS FROM THE METRO ADVISORY COMMITTEE (MAC) Having none, Chair Rotkin moved to the next agenda item.

## CONSENT AGENDA

9-01 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF SEPTEMBER 2020

ACCEPT AND FILE: MINUTES OF THE SEPTEMBER 25, 2020 BOARD OF DIRECTORS MEETING, OCTOBER 9, 2020 CAPITAL PROJECTS STANDING COMMITTEE MEETING AND THE OCTOBER 9, 2020 FINANCE, BUDGET \& AUDIT STANDING COMMITTEE MEETING

ACCEPT AND FILE: THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF JULY 31, 2020
APPROVAL OF SUCCESSOR CUSTODIAN FOR DEFERRED COMPENSATION (457(B)) PLAN
RECEIVE A REPORT ABOUT THE METRO PARACRUZ FACILITY DESIGN PLANS
9-06 ACCEPT AND FILE: PROGRAM UPDATE ON DOWNTOWN SANTA CRUZ EMPLOYEE BUS PASS PROGRAM

9-07 APPROVE: STAFF RECOMMENDATION OF THE FY21 CAPITAL PROJECTS PROGRAM AND RECEIVE THE TEN-YEAR UNFUNDED CAPITAL LIST UPDATE

9-08 APPROVE: CONSIDERATION OF RESOLUTION APPROVING THE FY21 REVISED CAPITAL BUDGET

9-09 CONSIDERATION OF DECLARATION OF AN EMERGENCY AND AUTHORIZATION FOR SOLE SOURCE CONTRACT WITH CLEAN ENERGY FOR INSTALLATION OF A VAPOR COMPRESSOR AT THE FUELING FACILITY FOR AN AMOUNT NOT TO EXCEED \$160,000

Referencing agenda item 9-06, and speaking as a City of Santa Cruz representative, Director Meyers expressed her thanks to METRO's Planning Department and the City for their continuing efforts resulting in a successful partnership on this program.

## Attachment B

Director Bottorff noted that METRO's Capital Projects Standing Committee had an opportunity to review the new facets of the ParaCruz facility design plans which address the changing times and interactions with community and community service groups and is now fully behind the project as presented in agenda item 9-05.

## ACTION: MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED

MOTION: DIRECTOR LIND

SECOND: DIRECTOR PAGELER

MOTION PASSED WITH 10 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler and Rotkin) Director Rothwell was absent.

## REGULAR AGENDA

CONSIDERATION OF A RESOLUTION TO ESTABLISH THE BOARD OF DIRECTORS MEETING SCHEDULE \& LOCATIONS FOR THE 2021 CALENDAR YEAR
CEO Clifford spoke to the agenda item.
There was no public comment.

## ACTION: MOTION TO APPROVE THE RESOLUTION \& PROPOSED SCHEDULE AS PRESENTED

## MOTION: DIRECTOR LIND

SECOND: DIRECTOR McPHERSON
MOTION PASSED WITH 10 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler and Rotkin) Director Rothwell was absent

## 11 COVID-19 TRANSIT FISCAL CRISIS ORAL REPORT

CEO Clifford provided commentary to the presentation.
Chair Rotkin suggested that any interested Board members who have not had an opportunity to see the safety measures put into place on the buses make plans to view them in person. CEO Clifford expressed kudos for a job well done to the Fleet team and Joseph Mata, former upholsterer with METRO.

Many Directors thanked METRO for their efforts on these issues and others and requested CEO Clifford work with the various jurisdictions to schedule a similar presentation.
There was no public comment.

## 12 CEO ORAL REPORT

CEO Clifford announced the following:
New Hires:

- Tanya Gilliam, Purchasing Assistant
- Wayne Sakae, Vehicle Service Worker

Promotions:

- Robert Valdivia, Transit Supervisor

He then provided brief updates on various state and federal funding programs and initiatives.
There was no public comment.

13 APPROVE: CONSIDERATION OF APPOINTMENTS TO THE METRO ADVISORY COMMITTEE (MAC)
CEO Clifford referred this agenda item to MAC Ad Hoc Directors Bottorff, Meyers and Pageler who provided a bit of background on the process and appointees. They noted the recommendation was unanimous.

There was no public comment.

## ACTION: MOTION TO APPROVE THE APPOINTEES TO THE METRO ADVISORY COMMITTEE (MAC) AS PRESENTED

MOTION: DIRECTOR LEOPOLD
SECOND: DIRECTOR GONZALEZ
MOTION PASSED WITH 10 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler and Rotkin) Director Rothwell was absent

14 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO USE THE CALACT/MBTA PURCHASING COOPERATIVE CONTRACT FOR THE PURCHASE OF SIX BUSES FROM GILLIG, LLC
Margo Ross, COO, spoke to the staff report.
Director Mathews inquired as to the number of remaining buses past their useful life and the status of any excess funding.

COO Ross responded METRO currently has 29 buses in service that are beyond their useful life. There is a long-term plan to replace these vehicles. Any excess funds will be allocated to future purchases. METRO is on track with our plans to ensure compliance with zero emission bus deadlines.

CEO Clifford added that METRO plans to return to the Board with a proposal to purchase more buses, funded by the state, once the state has completed its process. (Most likely in November.)
There was no public comment.

## ACTION: MOTION TO AUTHORIZE THE CEO TO USE THE CALACT/MBTA PURCHASING COOPERATIVE CONTRACT FOR THE PURCHASE OF SIX BUSES FROM GILLIG, LLC AS PRESENTED

## MOTION: DIRECTOR McPHERSON

## SECOND: DIRECTOR LEOPOLD

MOTION PASSED WITH 10 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler and Rotkin) Director Rothwell was absent

## 15 APPROVE BUS STOP SIGNAGE UPGRADES

John Urgo, Planning and Development Director, spoke to the presentation.
Discussion among the assembly regarding the signage content, internal versus external shelter signage, implementation of the mobile app and other aspects ensued.
Public comment:
James Sandoval said the proposed bus stop designs look good. However, he would like to advocate for those customers who may not have smart phones and suggested METRO keep an open mind to post schedules.

CEO Clifford noted that if a customer feels there is not adequate information at a particular stop, he/she can appeal to the agency, which will consider adding more detailed information at the stop in question. METRO Headways are available at the transit centers and on the bus. He added that improvements/updates to the current bus bench/shelter design are also being considered.

## Attachment B

16 ACTION: MOTION TO APPROVE BUS STOP SIGNAGE CONCEPT UPGRADES AS PRESENTED MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR MEYERS

MOTION PASSED WITH 10 AYES (Directors Bottorff, Coffman-Gomez, Gonzalez, Leopold, Lind, Mathews, McPherson, Meyers, Pageler and Rotkin) Director Rothwell was absent

17 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, NOVEMBER 20, 2020 AT 9:00AM
When announcing the next meeting above, Chair Rotkin reminded the assembly to check the SCMTD website for venue updates, as we remain dependent upon the public health orders in place at the time.

ADJOURNMENT
Chair Rotkin adjourned the meeting at 10:26AM

Respectfully submitted,
Gina Pye
Executive Assistant

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9-02B. 6

## Attachment B

| From: | Michael Pisano |
| :--- | :--- |
| To: | boardinquiries@scmtd.com |
| Subject: | Agenda Item 5 ORAL AND WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS |
| Date: | Wednesday, October 21, 2020 8:49:55 PM |
| Attachments: | Allison-Bus-Stop-Moves-Presentation-1-23-2017-metro-RTA-1.pdf. |

Hi METRO Board of Directors,

Agenda Item 5 ORAL AND WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS.

I was wondering if there may be grant funding for this?

I found this fascinating;
Bus stop fitness \& Open air fitness;
Maybe add to our Metro \& UCSC bus stop shelters \& Headways to encourage fitness \& using the METRO?
(maybe advertising funded by a healthy Living from county/state/federal grant money, other fitness, or sustainability grants - (Like Toadal fitness,
24 hr fitness, Kaiser, Dominican, or Dignity)?

Allison-Bus-Stop-Moves-Presentation-1-23-2017-metro-RTA-1 LINK;
http://walkingsummit.org/wp-content/uploads/2017/03/Allison-Bus-Stop-Moves-Presentation-1-23-2017-metro-RTA-1.pdf


Other Info Links;
8 Easy bus stop exercises;
https://fittravelling.com/8-easy-bus-stop-exercises/
Bus Stop Moves: Exercise while you wait!
http://walkingsummit.org/bus-stop-moves-exercise-while-you-wait
Thank you for your time

Michael Pisano - Working Remotely - Best way to Contact me is via Email or Google Hangouts.
MAC Appointee (METRO Advisory Committee) \& on the E\&D Tac for the SCCRTC
㜔
Please consider the environment before printing this e-mail






## Attachment B


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\end{equation*}
$$



## Attachment B



9-02B. 14


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TAKE IT TO THE STRETS!
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kNow?

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直


9-q2B.Attachment. 16



Figure 11 Daily Walking Attachand Transit travel (Lachapelle and Frank 2008)

$\square$ Transit Users
Non-Transit Users

Public transit users walk more than non-transit users, regardless of income.


Table 2 How Much Physjral_Activity Do Adults NgedercDC 2008)

## Aerobic Activity A LLCCIA|CII IV 1 scle-Strengthening

2 hours and 30 minutes ( 150 minutes) of moderateintensity aerobic activity (i.e, brisk walking) every week.

Muscle-strengthening activities on 2 or more days a week that work all major muscle groups (legs, hips, back, abdomen, chest, shoulders, and arms).

|  | Or |
| :--- | :--- |
| 1 hour and 15 minutes (75 minutes) of vigorous- <br> intensity aerobic activity (i.e., jogging or running) every <br> week. | Muscle-strengthening activities on 2 or more days a week <br> that work all major muscle groups (legs, hips, back, <br> abdomen. chest, shoulders, and arms). |

An equivalent mix of moderate- and vigorous-intensity aerobic activity.

Muscle-strengthening activities on 2 or more days a week that work all major muscle groups (legs, hips, back, abdomen, chest. shoulders, and arms).

10 minutes at a time is fine - 150 weekly minutes may sound like a lot of time, but you needn't do it all at once, Not only is it best to spread your activity out during the week, but you can break it up into smaller chunks of time during the day, as long as you're doing your activity at a moderate or vigorous effort for at least 10 minutes at a time.
This table summarizes the U.S. Center for Disease Control's recommendations for adult physical activity.
Figure 10 U.S. Physical Activity Statistics (CDC 2007)


Recommended: $150 \div$ weekly minutes of moderate intensity physical activity. Insufficient: 10+ weekly minutes of moderate intensity physical activity.

Inactive: less than 10 weekly minutes of moderate intensity activily.

Levs thun hutf of L:S adults achneve recomanended physi'al uttivity targets, und rates dechine with age



\section*{Attachment B

3

\section*{

##  a



170




## Black-Eyed Pea and Sweet Corn Salsa Serves $4-6$ portions $\quad$ Roasted Vegetables

## Ingredients

Black-Eyed Peas, dried or canned, cooked and cooled Lemon Juice, fresh Extra Virgin Olive Qil
Red Bell Pepper, medium sized, cut into x -inch dices Jalapeno Pepper, seeds removed and deveined, chopped Avocado, fresh, small diced

Sweet corn, Fresh or canned, cooked and cooled Sweet corn, Fresh or canned, co | Cilantro, fresh, finely ch |
| :--- |
| Garlic, fresh, minced |
| Sal | Salt

alack Pepper, cracked

## Prospdura:

1. Combine all ingredionts together in a targe bowl and mix well.
2. Serve inmediately with Yortilla Chips or can be refflgerated for later use.
**OPTIONAL-Can also be served by itself as a solod.


SIMPLE EXCERCISES WHILE VOU WAITI


Attachment B

|  | Amounts |
| :--- | :---: |
| Carrots, peeled, large dice | $50 z$. |
| Onions, peeled, large dice | $40 z$. |
| Potatoes, red or sweet, large dice | $60 z$. |
| Bell Peppers, red/yellow/green, large <br> dice | 402. |
| Tomatoes, cherry | $40 z$. |
| Garlic, chopped | 2 Tosp. |
| Salt and Pepper | 2 tsp. |
| Olive Oil | $2 \mathrm{fl.oz}$. |
| Thyme, ofried | 1 tsp. |
| Oregano, dried | 1 tsp. |
| Rosemary, fresh, fine chopped | 1 ktsp |

## Rosemary, fresh, fine chopped

## Procediures:

1. Be sure to cut vegetables approximately the same size so they will cook evenly-CUT POTATOES suGHTIY SMALIER.
2. Whisk together the ofl, earilc, sath, pepper, thyme and oregano in a large steel bowi; add the vegelables and toss together-let stand for at least 30 minutes to 3 hours. Spread the vegetables on a sheet pan and reast at $350^{\circ} \mathrm{F}$ for 10 minutes.
3. Using a metal spatula, turn the vegetables to promote even browning: Continue roasting for an additional is minutes. Serve warm.
Provided by The Outring Round Acadesyy
Alirikhs Reserved 2014

Sautéed Collard Greens serves: 4-1 rup portions

| Ineredients |  | Amounts |
| :---: | :---: | :---: |
| Fresh Collard Greens, cleaned and sternmed |  | 1 lb. |
| Onions, thinly sliced |  | $1 \%$ cups |
| Cherry Tomatoes, sliced in halves |  | 13 cups |
| Garlic, fresh, chopped | $-3$ | 4 cloves |
| Salt | $\varepsilon$ | To taste |
| Alack Pepper |  | To taste |
| Red Pepper Flakes |  | 2 tsp |
| Vegetable Oil, preferably Olive Oil | - | 3 Tosp |

Vegetable Oil, preferably Olive Oil
3 Tosp

## 1. Heat oil in a large saute pan.

2. Add earic, onlons and let cook Ior about 3 miloutes; add the tomatoes.
3. Continue to saute for an addklonal 3 minutes and add the greens.
4. Mix the greens in well so that they are coated with the oll and the other vegetables are also blended;
5. Season whth ked Pepper Flakes, salk and pepper; continue to stir and blend the greens perlodically for $\mathbf{- 2 5 - 3 0}$ minutes until green are firm but tender; Serve warm.


## Bus Stop Moves

Take healthy living to the streets with 'Bus Stop Moves' free fitness classes and frech, healthy foods at an GCRTA bus shefter near you!

For every dollar yougve ro this campaign Transitcenter will give anadditional $\$ 1$ ! The $1: 1$ match is good on the first $\$ 100$ of your gift: Don't wait to support this project!

Mnie Thick Ohit My Tnp inlormation here!

PROJECT DEADLINE
August 5, 2016

## funded!




13 'Bus Stop Moves' shelters as of September 2016
Lakeshore Blvd and E.152nd (southbound)
Grovewood Ave and E.156th (westbound)
Lakeshore Blvd at Dave's Market (Grocery Store)(eastbound)

Detroit Ave and W.25th St (westbound)
Detroit Ave and W.45th St (westbound)

Broadway Ave and Foreman Ave (northbound) Broadway Ave at E.55th St (northbound) Kinsman Rd and E93rd St (eastbound) Kinsman Rd and E93rd St (westbound) S.Moreland Ave and Drexmore Ave (southbound) 2. Detroit Ave and W.45th St (eastbound) perior Ave and E.105th St (eastbound) Superior Ave and E.105th St (westbound)




## imagineat tadinan Bcomes



9-02B. 35





Attachment
 MetroHealth

## facebook.com/BUSSTOPMOVES/

## CONTACT:

Allison Lukacsy-Love 856-889-6015
alukacsy.love@gmail.com

## 9-02B. 38

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) PERSONNEL/HR STANDING COMMITTEE MEETING MINUTES* NOVEMBER 13, 2020 - 8:00AM MEETING HELD VIA TELECONFERENCE 

A regular meeting of the Personnel/HR Standing Committee of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, November 13, 2020, via teleconference.

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

1 CALL TO ORDER at 10:30 AM by Director Bottorff
2 ROLL CALL: The following Directors were present via teleconference, representing a quorum:


Alex Clifford
Julie Sherman

City of Capitola
City of Watsonville
County of Santa Cruz
County of Santa Cruz
County of Santa Cruz
AR 10:33AM
METRO CEO/General Manager METRO General Counsel

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

Dawn Crummié
Monik Delfin
Danielle Glagola

METRO HR Director
METRO HR Deputy Director
METRO Marketing, Communications \& Customer Service Director

## 3 ADDITIONS OR DELETIONS FROM AGENDAIADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Having none, Director Bottorff moved to the next agenda item.
4 ORAL AND WRITTEN COMMUNICATIONS TO THE PERSONNEL/HR STANDING COMMITTEE Hearing none, Director Bottorff moved to the next agenda item.
Upon his arrival at 10:33AM, Director Rotkin took over as Committee Chair.
5 REVIEW REQUEST FOR AUTHORIZATION AND FUNDING OF A CUSTOMER SERVICE MANAGER POSITION
Dawn Crummié, HR Director, Danielle Glagola, Marketing, Communications \& Customer Service Director, and Monik Delfin, HR Deputy Director, provided brief commentary to the agenda item.

## Attachment C

## Public Comment:

Director Rotkin asked if there had been any union comments. Holly Alcorn, SEIU representative, expressed concerns that the salary as reflected in the report appears to have been downgraded to be substantially less than other METRO management salaries, a union position has been eliminated and the union was not consulted prior to restructuring the affected department and/or eliminating a union position.

Discussion among the assembly regarding the successes and failures with the historical and present structure of the department, the process undertaken to determine the correct pay structure for this new position, the wage scale compaction within METRO management and the agency-wide consistent approach. It was further explained that no union positions were "eliminated". Instead, the department was reorganized.

In response to Director Gonzalez' question regarding past department structure, Ms. Acorn replied the two supervisors previously in place worked four ten-hour days, with one day overlapping. Ms. Delfin added, today there are ten CSRs, one Sr. CSR and 1 Supervisor in the department.

Director Rotkin asked that future subjects such as these be fully vetted with the union and other interested parties prior to being presented in this venue.

## MOTION TO REVIEW AND SUPPORT THE STAFF RECOMMENDATION FOR AUTHORIZATION AND FUNDING OF A CUSTOMER SERVICE MANAGER POSITION

## MOTION: DIRECTOR BOTTORFF <br> SECOND: DIRECTOR PAGELER MOTION PASSED UNANIMOUSLY BY THOSE DIRECTORS PRESENT.

## $6 \quad$ ADJOURNMENT

Board Chair Rotkin adjourned the meeting at 10:55AM.

Respectfully submitted,
Gina Pye
Executive Assistant

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) FINANCE, BUDGET AND AUDIT STANDING COMMITTEE MEETING MINUTES* NOVEMBER 13, 2020 - 8:00AM MEETING HELD VIA TELECONFERENCE 

A regular meeting of the Finance, Budget and Audit Standing Committee of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, November 13, 2020, via teleconference.
The Committee Meeting Agenda Packet can be found online at www.SCMTD.com. *Minutes are "summary" minutes, not verbatim minutes. Audio recordings of Board meeting open sessions are available to the public upon request.
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1 CALL TO ORDER at 8:04AM by Board Chair Rotkin.
2 ROLL CALL: The following Directors were present via teleconference, representing a quorum:

| Director Trina Coffman-Gomez | City of Watsonville |
| :--- | :--- |
| Director Donna Lind | City of Scotts Valley |
| Director Donna Meyers | City of Santa Cruz |
| Board Chair Mike Rotkin | County of Santa Cruz |
| Alex Clifford | METRO CEO/General Manager |
| Julie Sherman | METRO General Counsel |

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

Kristina Mihaylova
METRO Finance Deputy Director
3 ORAL AND WRITTEN COMMUNICATIONS TO THE FINANCE, BUDGET AND AUDIT STANDING COMMITTEE
Hearing none, Chair Rotkin moved to the next agenda item.
4 ADDITIONS OR DELETIONS FROM AGENDAIADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS
Having none, Chair Rotkin moved to the next agenda item.

## 5 MONTHLY FINANCIAL UPDATE

Kristina Mihaylova, Deputy Finance Director, provided brief commentary to the presentation.
There was some discussion among the assembly regarding ridership trends and the current and future economic/housing impact resulting from the COVID-19 pandemic.

There was no public comment.

## Attachment D

## 6 KEY PERFORMANCE INDICATORS (KPI) REPORT FOR 1ST QUARTER FY21 THROUGH

 SEPTEMBER 30, 2020Kristina Mihaylova, Deputy Finance Director, provided brief commentary to the presentation.
Directors acknowledged their appreciation for the content included in the presentation; e.g., nationwide trends, future peer benchmarking.
Discussion among the assembly regarding outsourcing paratransit service ensued. CEO Clifford mentioned that John Urgo, Planning \& Development Director, will bring a report to the full Board regarding on-demand transit in the new calendar year.
Rotkin requested future segregation of highway 17 ridership data delineating those who disembark at San Jose State University (SJSU) versus those who disembark at Diridion. Mr. Urgo noted this cannot be accomplished until METRO has an Automatic Passenger Counting (APC) system installed. CEO Clifford added the cost and implementation of an APC system will be explored in early CY2021.
Director Coffman-Gomez requested that time of use data be included in future presentations. Since this data is not a KPI, Mr. Urgo will add this data to the quarterly ridership report rather than include it as a KPI.

The Operator and passenger training METRO is undertaking to address safety incidents was briefly discussed. Directors requested an additional chart be added to the safety portion to provide historical data; that is, quarter over quarter and annual incidents. An additional bar will be added to the chart to clearly identify chargeable vs non-chargeable incidents.
Director Coffman-Gomez asked if METRO has any data differentiating incidents involving the ADA community which could prove useful to METRO in addressing any potential safety issues. Margo Ross, COO, answered this data is available and will provide it to Mr. Francis, Director of Safety, Security and Risk Management, to concentrate their training where appropriate.

The impact to overtime, leaves, CVS Lightning Fire and/or resultant landslides, road closures, etc. were discussed briefly as they impact the Dependability KPI. The Directors requested a "Passby" KPI metric be added.

There was no public comment.

## 7 COVID-19 TRANSIT FISCAL CRISIS ORAL UPDATE

Alex Clifford, CEO/General Manager, briefly touched on the CDC messaging shared with METRO employees via email, payroll stuffers, all hands meetings, etc.

CEO Clifford spoke to preliminary slides entitled "Total Weekly Ridership: FY19/20 - FY20/21 (COVID19 Impact)" and "Bay Area Transit Operator Ridership Update".

Chair Rotkin will reach out to James Sandoval, SMART union representative, to get Operator input pertaining to Ridership and the pandemic impact(s).

There were no public comments.

## 8 ADJOURNMENT

Board Chair Rotkin adjourned the meeting at 9:21AM.

Respectfully submitted,
Gina Pye
Executive Assistant

DATE: November 20, 2020

TO: Board of Directors
FROM: Angela Aitken, Chief Financial Officer

# SUBJECT: ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF AUGUST 31, 2020 

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the Year to Date Monthly
Financial Report as of August 31, 2020

## 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 August 31, 2020."
- 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 August 31, 2020. The fiscal year has elapsed 17\%.

## Slide 1

(Cover) Year to Date Monthly Financial Report as of August 31, 2020

## Slide 2

FY21 Operating Revenue and Expenses for the Month-to-Date August 31, 2020

- Operating Revenues for the month are favorable by $\$ 1,867 \mathrm{~K}$
- Operating Expenses
- Labor Regular - favorable by $\$ 280 \mathrm{~K}$
- Labor OT - favorable by \$86K
- Fringe Benefits - favorable by \$216K
- Non-Personnel - favorable by $\$ 72 \mathrm{~K}$
- Total Operating Expenses - favorable by $\$ 654 \mathrm{~K}$
- Transfers - unfavorable by \$17K
- Operating Balance - favorable by $\$ 2,538 \mathrm{~K}$


## Slide 3

FY21 Operating Revenue and Expenses for the Year-to-Date August 31, 2020

- Operating Revenues for the month are favorable by $\$ 1,522 \mathrm{~K}$
- Operating Expenses
- Labor Regular - favorable by $\$ 407 \mathrm{~K}$
- Labor OT - favorable by \$183K
- Fringe Benefits - favorable by $\$ 367 \mathrm{~K}$
- Non-Personnel - favorable by $\$ 214 \mathrm{~K}$
- Total Operating Expenses - favorable by $\$ 1,171 \mathrm{~K}$
- Transfers - favorable by \$31K
- Operating Balance - favorable by $\$ 2,662 \mathrm{~K}$


## Slide 4

FY21 Operating Revenue by Major Funding Source - Year to Date as of August 31, 2020

- Passenger Fares - actual is $\$ 615 \mathrm{~K}$ while budget is $\$ 1,784 \mathrm{~K}$; variance to budget is unfavorable by $\$ 1,169 \mathrm{~K}$ primarily due to reduced ridership across all categories as a result of Covid-19
- Sales Tax Revenue (including Measure D) - actual is $\$ 4,571 \mathrm{~K}$ while budget is $\$ 4,050 \mathrm{~K}$; variance to budget is favorable by $\$ 521 \mathrm{~K}$ primarily due to higher than anticipated receipts
- Other Revenue - actual is $\$ 114 \mathrm{~K}$ while budget is $\$ 195 \mathrm{~K}$; variance to budget is unfavorable by $\$ 81 \mathrm{~K}$ primarily due to reduced advertising and rental revenue as a result of Covid-19
- Federal OP Assistance - actual is $\$ 2,250 \mathrm{~K}$ while budget was zero; favorable variance is a result of CARES Act reimbursements for operating expenses incurred in July and August 2020


## Slide 5

FY21 Operating Expenses by Major Expense Category Year to Date as of August 31, 2020

- Labor - Regular - actual is $\$ 2,718 \mathrm{~K}$ while budget is $\$ 3,125 \mathrm{~K}$; variance to budget is favorable by $\$ 407 \mathrm{~K}$, primarily due to vacant funded positions along with extended unpaid leaves of absence
- Labor - OT - actual is $\$ 77 \mathrm{~K}$ while budget is $\$ 260 \mathrm{~K}$; variance to budget is favorable by $\$ 183 \mathrm{~K}$, primarily due to significant reduction of OT across the agency.
- Fringe Benefits - actual is $\$ 7,504 \mathrm{~K}$ (of which $\$ 4,782 \mathrm{~K}$ is the total Retirement Expense YTD which includes the prepayment of the CaIPERS UAL of $\$ 4,434 \mathrm{~K}$ in FY21, which resulted in savings of $\$ 153 \mathrm{~K}$ ) while budget is $\$ 7,871 \mathrm{~K}$, overall variance is favorable by $\$ 367 \mathrm{~K}$
- Services - actual is $\$ 604 \mathrm{~K}$ while budget is $\$ 635 \mathrm{~K}$; variance to budget is favorable by $\$ 31 \mathrm{~K}$ primarily due to lower than anticipated spending for Professional \& Tech fees.
- Mobile Materials \& Supplies - actual is $\$ 305 \mathrm{~K}$ while budget is $\$ 476 \mathrm{~K}$; variance to budget is favorable by $\$ 171 \mathrm{~K}$ primarily due to Fuels \& Lube Revenue Vehicles
- Other Expenses - actual is $\$ 483 \mathrm{~K}$ while budget is $\$ 494 \mathrm{~K}$; variance to budget is favorable by $\$ 11 \mathrm{~K}$, primarily due to decreased interest expense, employee training, and travel, partially offset by unanticipated expenses related to COVID-19.


## Slide 6

FY21 Transfers Year to Date as of August 31, 2020

- Transfer to Capital Budget (2016 Net Sales Tax Measure D) - actual is \$379K while budget is $\$ 348 \mathrm{~K}$; variance to budget is favorable by $\$ 31 \mathrm{~K}$.


## Slide 7

FY21 Capital Budget Spending Year to Date (by Funding Source) as of August 31, 2020

- Total Capital Spending year to date is \$588K; FY21 budget is $\$ 28.1 \mathrm{M}$
- Federal Capital Grants spending is $\$ 439 \mathrm{~K}$
- Operating and Capital Reserve Fund spending is $\$ 92 \mathrm{~K}$
- Transfers from Operating Budget (Measure D) spending is \$43K
- State Transportation Improvement Plan (STIP) spending is \$14K
- Transfers from Operating Budget (STA-SB1) is $\$ 0.2 \mathrm{~K}$


## Slide 8

FY21 Capital Budget Spending Year to Date as of August 31, 2020

- Total Capital Projects spending year to date is $\$ 588 \mathrm{~K}$; FY21 budget is $\$ 28.1 \mathrm{M}$
o Facilities Repair \& Improvements spending is \$460K for the following projects:
- Maintenance facility roof replacement
- Maintenance yard security/expanded parking
- Fuel management system
- Bus stop improvements
- Golf Club Drive fire egress
- Awning at fueling station
o Revenue Vehicle Replacement Electrification Projects spending is \$61K for the following project:
- ZEB deployment and fleet planning
o Revenue Vehicle Replacement \& Campaigns spending is \$56K for the following projects:
- Principal lease payment on three new Flyer replacement buses
- AVL/ITS
o Construction Related Projects spending is \$6K for the following projects:
- New METRO owned ParaCruz facility
- Pacific Station/Metro Center redevelopment, conceptual design
o Fleet \& Maintenance Equipment spending is $\$ 1 \mathrm{~K}$ for the following project:
- Maintenance Shop floor scrubber
o Non-Revenue vehicle replacement spending is $\$ 0.05 \mathrm{~K}$
- Replace custodial support vehicle
o Miscellaneous spending is \$3K for the following project:
- Laptops for Marketing


## Slide 9

(Cover Sheet) - Additional Information

## Slide 10

Additional Information for the Month of August 2020

- Unemployment Rate \%
- Santa Cruz County is $8.6 \%$
- State of California is $11.6 \%$
- National is $8.4 \%$
- \$ Gasoline per Gallon for the San Francisco-Oakland-San Jose area is \$3.32; \$ Diesel is \$3.26
- Ridership YTD as of August 2020 changed as follows, year-over-year (FY20 FY21):
- $78.8 \%$ decrease in Total ridership
- $87.7 \%$ decrease in Highway 17 ridership
- 78.1\% decrease in Local ridership
- $94.2 \%$ decrease in UCSC ridership - 2020 - 2021 school year is primarily online due to COVID-19
- 99.0\% decrease in Cabrillo ridership - 2020-2021 school year is primarily online due to COVID-19
- 68.4\% decrease in Non-Student ridership
- Ridership recovery is 56,534 total passengers in August 2020 compared to 36,113 total passengers at the start of the Covid-19 pandemic in April 2020


## Slide 11

FY21 Operating Revenue, Expenses, and Transfers Year to Date as of September 30, 2020: Preliminary

- Revenue - favorable by \$806K
- Operating Expenses:
- Personnel Expenses - favorable by $\$ 1,333 \mathrm{~K}$
- Non-Personnel - favorable by $\$ 344 \mathrm{~K}$
- Total Operating Expenses - favorable by $\$ 1,677 \mathrm{~K}$
- Transfers - favorable by \$56K
- Operating Balance - favorable by $\$ 2,427 \mathrm{~K}$


## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

## V. FINANCIAL CONSIDERATIONS/IMPACT

Favorable budget variances in Operating Revenues, along with favorable Expenses contributed to higher than anticipated Transfer to Capital Budget and favorable budget variance in Operating Balance, Year to Date as of August 31, 2020.

## VI. ALTERNATIVES CONSIDERED

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


## VII. ATTACHMENTS

Attachment A: Year to Date Monthly Financial Report as of August 31, 2020 Presentation

Prepared by: Cathy Downes, Sr. Financial Analyst

## VIII. APPROVALS

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

Alex Clifford, CEO/General Manager


Attachment A

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\begin{gathered}
\text { Year to Date Monthly Financial Report } \\
\text { as of August 31, } 2020 \\
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\text { Santa Cruz METRO Board of Directors } \\
\text { November 20, } 2020 \\
\text { Angela Aitken, Chief Financial Officer }
\end{gathered}
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\$6,028


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$\$ 7,550$




##  <br> FY21 Operating Revenue and Expenses Year to Date as of August 31, 2020 17\% of Fiscal Year Elapsed

Budget
lget
$\$ 6,028$
FY21 Operating Revenue by Major Funding Source
$\frac{\text { Year to Date as of August 31, 2020: }}{17 \% \text { of Fiscal Year Elapsed }}$

\$9,000
\$8,000
\$7,000
\$6,000
\$5,000
\$4,000
\$3,000
\$2,000
\$1,000

Attachment A
mar rames
$\frac{\text { Year to Date as of August 31, } 2020}{17 \% \text { of Fiscal Year Elapsed }}$

FY21 Capital Budget:

| 17\% of Fiscal Year Elapsed |  |  |  |
| :---: | :---: | :---: | :---: |
|  | Actual YTD | Total FY21 Budget | \% Spent YTD |
| Total Capital Funding: | \$587,638 | \$28,138,592 | 2.0\% |

Actual YTD

Attachment A
FY21 Capital Budget:
Spending Year to Date as of August 3
$\left.\begin{array}{|l|c|c|c|}\hline & \text { Actual } & \text { Total FY21 } \\ \text { Budget }\end{array}\right)$ \% Spent YTD
Actual YTD


FY21 Operating Revenue, Expenses, and Transfers:
$\frac{\text { Year to Date as of September 30, 2020; PRELI MI NARY: }}{\text { 25\% of Fiscal Year Elapsed }}$

| \$ In Thousands | Actual | Budget | Budget to Actual Favorable/ (Unfavorable) |
| :---: | :---: | :---: | :---: |
| Revenue: | \$19,169 | \$18,363 | \$806 |
| Operating Expenses: |  |  |  |
| Personnel Expenses | \$13,334 | \$14,667 | \$1,333 |
| Non-Personnel Expenses | \$2,064 | \$2,408 | \$344 |
| Total Operating Expenses: | \$15,398 | \$17,075 | \$1,677 |
| Transfers: |  |  |  |
| Transfers to Capital Budget | (\$579) | (\$523) | \$56 |
| Transfers to Operating and Capital Reserve Fund | \$0 | \$0 | \$0 |
| Total Transfers: | (\$579) | (\$523) | \$56 |
| Operating Balance: |  |  | \$2,427 |

Attachment A

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DATE: November 20, 2020
TO: Board of Directors
FROM: Wondimu Mengistu, Grants/Legislative Analyst

# SUBJECT: ACCEPT AND FILE QUARTERLY STATUS REPORT OF GRANT APPLICATIONS, ACTIVE AND PENDING GRANTS FOR THE FIRST QUARTER OF FY21 

## I. RECOMMENDED ACTION

That the Board of Directors receive and file the quarterly report on grant applications, active and pending grants. This is for information only. No action is required.

## II. SUMMARY

- During the first quarter (Q1) of FY21 (July 1 - September 30, 2021), the Santa Cruz Metropolitan Transit District (METRO) received approval for two formula grants, which will be used for both operating and capital assistance.
- METRO also received funding allocations from the California Transportation Commission (CTC) for capital assistance.
- Previously awarded grant-funded projects are underway to purchase replacement vehicles and upgrade facilities.
- A list of METRO's active grants (Attachment A) and pending applications (Attachment $B$ ) is provided quarterly to apprise the Board of Directors (Board) of grant funding status.
- No action is required; this report is for information only.


## III. DISCUSSION/BACKGROUND

During Q1 of FY21, METRO received approval for two formula grants. The Caltrans Division of Rail and Mass Transportation (DRMT) approved METRO's allocation of $\$ 584,604$ in FTA FFY20 Federal Section 5311 rural area formula funds through the Coronavirus Aid, Relief and Economic Security (CARES) Act, approved by Congress and signed into law on March 27 ${ }^{\text {th }}, 2020$. FTA 5311 CARES Act funds are distributed through the State-administered FTA 5311 Rural and Intercity Transit program. The CARES Act funds will pay for FTA qualifying METRO fixed-route rural operating expenses going back to January 20, 2020 to help offset the extraordinary direct costs and revenue losses as a result of the novel coronavirus (COVID-19) pandemic. The CTC approved an allocation of \$302,000
for FY19 Local Partnership Program (LPP-Formulaic) to METRO for the purchase of seven Paratransit vans. METRO has committed $\$ 302,000$ of its Measure D revenue for the local match. Funding projects to bring the fleet into a state of good repair is the most appropriate use of the LPP formula funds.

During the quarter, METRO received funding allocations from the CTC administered FY20 LPP for METRO's capital assistance projects. The LPP guidelines require a one-to-one match of private, local, state or federal funds for every dollar of LPP funds. For the FY20 allocation, METRO will commit $\$ 296,000$ in anticipated State Transit Assistance (STA) revenue for the local match.

## Closed-out, Active, Pending and Future Grants

During the quarter, staff closed-out two grants.

- Project \# 19-0038: Watsonville Zero Emission Bus (ZEB) Circulator (FY15/16 Low Carbon Transit Operations Program (LCTOP)
o Caltrans approved METRO's closeout report for FY15-16 LCTOP. METRO received \$709,292 from the FY2015-16 LCTOP program to purchase one ZEB for the Watsonville Disadvantaged Community and received \$619,812 from the FY2017-18 program to purchase another ZEB. METRO submitted a Corrective Action Plan to transfer FY20152016 LCTOP funds into the FY2017-18 project to enable purchasing two buses with one procurement, reducing administrative overhead and expediting implementation for both METRO and Caltrans. Caltrans' approval of the LCTOP closeout report dissolved FY15-16 LCTOP into the FY17-18 LCTOP project and the expenditure deadline for the FY17-18 funds was extended to 7/10/2022, four years from the date that the award notice was published (7/10/18).
- Project \# 19-0040: Electric Vehicle (EV) Charging Infrastructure at Judy K. Souza Operating Facility (JKSOF) (FY18-19 LCTOP)
o METRO received $\$ 646,496$ from the FY2018-19 LCTOP install depot yard charging infrastructure at JKSOF to support zero emission buses serving the Watsonville Disadvantaged Community. All FY18-19 LCTOP funds necessary to complete the project have been expended and Caltrans approved the closeout report.

This staff report apprises the Board of active (Attachment A), pending and future (Attachment B) grants which fund METRO's operations and capital improvements.

Active operating and capital improvement grants total $\$ 65,543,626$ in formula and $\$ 12,313,051$ in competitive funds. Of this amount, $\$ 10,053,555$ is to replace
and refurbish buses. The remaining awarded funds are for operating assistance and capital improvement projects.

Pending grant applications request $\$ 1,595,827$ of new formula funding and $\$ 1,360,000$ of new discretionary funding. Of this $\$ 2,955,827$ in funding requests, $\$ 1,360,000$ is to replace buses. The remaining applications request funds for operating assistance and facilities improvement projects.

METRO staff continuously seeks grant funds for operating assistance and capital improvements. During the next three months, staff will prepare grant applications for State and Federal disaster relief funding through the California Office of Emergency Services (CaIOES), the FY20 FTA 5339(a) Buses and Bus Facilities Formula Program and Affordable Housing and Sustainable Communities (AHSC) funding program.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

## V. FINANCIAL CONSIDERATIONS/IMPACT

Current active grants (Attachment A) of \$77,856,677 for METRO's operations and capital improvements projects. The Operating and Capital Budgets will be amended as necessary when grants are awarded.

## VI. CHANGES FROM COMMITTEE

## N/A

## VII. ALTERNATIVES CONSIDERED

This is for information only and there are no alternatives to consider.

## VIII. ATTACHMENTS

Attachment A: Active Grants as of November 2020
Attachment B: Pending Grants as of November 2020

Prepared by: Wondimu Mengistu, Grants/Legislative Analyst

## IX. APPROVALS

John Ergo, Planning and Development Director

Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 11/20/2020 |  |  |  |  |  |  |
| Formula Grant |  |  |  |  |  |  |
| \# | Project Description | Project Scope | Funding Source | \$ Budget Grant | \$ Budget Total Project | $\begin{gathered} \text { Project } \\ \% \\ \text { Complete } \end{gathered}$ |
| Operating Projects |  |  |  |  |  |  |
| 1 Operate <br> Watsonville <br> Circulator |  | Operate new circulator route w/ ZEB in Wats DAC | FY18 Air District 2018 AB2766 Program Award: 1/18/18 | \$ 200,000 | \$ 678,111 | 5\% |
|  | $2 \begin{aligned} & \text { FY20 Urban } \\ & \text { Transit } \\ & \text { Operations } \end{aligned}$ | FY20 FTA 5307 <br> CARES ACT <br> Formula <br> Operating <br> Assistance | FFY20 Federal Section 5307 CARES Act funds | \$20,560,417 | \$ 20,560,417 | 60\% |
|  | 33Y20 Urban <br> Fransit <br> Operations | FY20 FTA 5307 <br> Formula <br> Operating <br> Assistance | FY20 FTA 5307 Formula Operating Assistance | \$7,282,012 | \$14,564,024 | 25\% |
|  | 4 FY21 Operating | Operating assistance | FY21 SCCRTC Transportation Development Act-Local Transportation Fund (TDA-LTF) Award Revised 6/29/2020 RTC AGENDA Special Meeting | 6,304,655 | \$ 12,609,310 | 25\% |
|  | $\begin{aligned} & 5 \\ & \begin{array}{l} \text { FY20 operating } \\ \text { and capital } \\ \text { assistance } \end{array} \end{aligned}$ | Operating and capital assistance | FY21 SCCRTC Transportation Development Act-State Transit Assistance (TDA-STA) Revised based on State Controller's estimate as of Aug 2020 | \$3,438,477 | \$ 6,876,954 | 25\% |
|  |  |  | End of Operating Projects |  |  |  |

Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 11/20/2020 |  |  |  |  |  |  |  |  |
| Capital Projects |  |  |  |  |  |  |  |  |
|  | 1 CNG Replacement Bus | CNG Bus <br> Purchase 40" CNG Bus | FY13-17 Caltrans Discretionary FTA 5339 Program <br> Award: 4/4/2018 | \$ | 456,957 | \$ | 664,799 | 85\% |
|  | 3 ParaCruz <br> Vans <br> Replacement | Purchase 3 <br> ParaCruz Vans <br> Replacement | SCCRTC FY19 Surface Transportation Block Grant program Award: 9/5/19 | \$ | 200,000 | \$ | 222,940 | 50\% |
|  | Vouchers for 4 ZEBs | HVIP for 4 Proterra ZEBs | CALSTART Heavy-duty zero-emission Vehicle Incentive Program (HVIP) for 4 ZEBs Application: 6/25/19 | \$ | 600,000 | \$ | 600,000 | 50\% |
|  | $\begin{aligned} & \text { FY20 LCTOP } \\ & \text { Capital } \\ & \text { assistance } \end{aligned}$ | Caltrans FY20 Formula Capital assistance | Caltrans FY20 Formula Capital assistance Award:7/28/2020 | \$ | 969,394 | \$ | 1,256,489 | 0\% |
| 10 | Roof for Golf Club Facility | Renovating Golf Club Roof | FTA FY19 5339(a) Bus and Bus Facilities Formula Program <br> Pre-Award: 12/10/19 | \$ | 450,000 | \$ | 450,000 | 20\% |
| ${ }_{0}{ }^{11}$ | Bus Washer | Mid-life overhau for bus washer | FTA FY19 5339(a) Bus and Bus Facilities Formula Program <br> Pre-Award: 12/10/19 | \$ | 100,000 | \$ | 100,000 | 20\% |
| $P^{12}$ | Gate controlbus entries at JKS | Install Gate control-bus entries at JKSLower | FTA FY18 5339(a) Bus and Bus Facilities Formula Program <br> Award: 7/9/19 | \$ | 100,000 | \$ | 100,000 | 20\% |

Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 11/20/2020 |  |  |  |  |  |  |  |  |
| 13 | Maintenance <br> Facility-Paint <br> Exterior | Paint Exterior- <br> Maintenance Facility | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 60,000 | \$ | 60,000 | 25\% |
| 14 | Custodial Vehicles | Purchase <br> Custodial <br> Vehicles | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 30,000 | \$ | 30,000 | 100\% |
| 15 | Floor scrubber | Purchase Floor scrubber | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 45,000 | \$ | 45,000 | 75\% |
| 16 | Bus Yard Scrubber/Swee per | Purchase Bus Yard Scrubber | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 75,000 | \$ | 75,000 | 75\% |
| 17 | SBF-Awning A\&E | Engineering and design cost for ABF-awning | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 25,000 | \$ | 25,000 | 20\% |
| 18 | Fencing projects | Fencing behind diesel tank for facilities | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 7,000 | \$ | 7,000 | 75\% |
| 19 | Metro Centerlayover Lot repair | Metro Centerlayover Lot repair | FTA FY18 5339(a) Bus and Bus Facilities Formula Program Award: 7/9/19 | \$ | 16,000 | \$ | 16,000 | 75\% |

Attachment A


Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 11/20/2020 |  |  |  |  |  |  |  |  |
| 27 | 1 Electric Bus for Watsonville DAC | Watsonville Circulator | FY17 and FY18Low Carbon Transit Operations Program (LCTOP) Award: 6/30/18 | \$ | 709,292 |  | \$ 1,251,559 | 50\% |
| 28 | 1 Electric Bus for Watsonville DAC | Serving Watsonville DAC area | FY16 Low Carbon Transit Operations Program (LCTOP) <br> Award: 3/31/16. | \$ | 863,102 |  | \$ 1,094,945 | 50\% |
| 29 | 2 ZEBs | $\begin{aligned} & \text { STIP purchase } \\ & 2 \text { ZEBs } \end{aligned}$ | CTC FY18 Local Partnership Program CTC FY19 STIP <br> Award: 10/17/18 | \$ | 870,000 |  | \$ 2,312,811 | 50\% |
| 30 | Refurbish 4 buses | Extend useful life of the bus by 6-8 years | CTC FY19 STIP <br> Award: 10/17/18 | \$ | 900,000 |  | \$ 1,316,493 | 75\% |
| 31 | Automatic Vehicle Locator | Install tracking system to manage an overview of vehicle travel. | CTC FY19 STIP Application: 8/25/17 Award: 10/17/18 |  | 1,400,000 |  | \$ 1,581,385 | 75\% |
| 32 | Fleet fire escape. Construction support | Engineering and design cost for Fire Egress | Changed to Cash reserve |  | 34,180 |  | 34,180 | 20\% |
| 33 | 3 Electric replacement buses for Highway 17 Express | Purchase 3 ZEBs, Depot and end-route charging | FTA FY16 5339(c) LoNo Award:8/21/17 | \$ | 3,810,348 |  | \$ 4,936,512 | 20\% |

Attachment A

| Santa Cruz METRO |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Active Grants as of 11/20/2020 |  |  |  |  |  |  |  |  |
| 34 | 6 CNG Bus Replacements | Buy 6 CNG Buses w/ remaining PTMISEA funding per BOD: 11/15/2019 | FY10-13,FY15 Public Transportation Modernization, Infrastructure and Service Enhancement Act (PTMISEA) <br> Award:10/25/16 | \$ | 4,000,000 | \$ | 4,000,000 | 20\% |
| 35 | Pacific Station expansion and renovation architectural services | Design and engineering | FY08 FTA 5309 <br> CA-04-0102 <br> Award:9/12/08 | \$ | 490,000 | \$ | 612,500 | 90\% |
| 36 | Pacific Station expansion and renovation architectural services | Design and engineering | FY06 FTA 5309 <br> CA-04-0021 <br> Award:2/14/07 | \$ | 396,000 | \$ | 495,000 | 90\% |
| 37 | ParaCruz Van | Purchase 6 | FY19 LPP | \$ | 302,000 | \$ | 604,000 | 5\% |
|  |  |  | Total | \$ | 55,371,082 | \$ | 77,856,677 |  |
| End of Active Grants |  |  |  |  |  |  |  |  |

## Attachment B



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DATE: November 20, 2020
TO: Board of Directors
FROM: Daniel L. Zaragoza, Operations Manager, Paratransit Division
SUBJECT: ACCEPT AND FILE THE METRO PARACRUZ OPERATIONS STATUS REPORT FOR JULY, AUGUST AND SEPTEMBER 2020

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the quarterly METRO ParaCruz Operations Status Report for July, August and September 2020

## II. SUMMARY

ParaCruz is the federally mandated ADA complementary paratransit program of the Santa Cruz Metropolitan Transit District (METRO), providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities, which prevent them from independently using the fixed route bus.

ParaCruz during the months of July, August and September provided 9,219 rides. On Time Performance for this period was 99.79\%.

ParaCruz is currently funded for 30 Paratransit Operators; two of these positions are vacant.

## III. DISCUSSION/BACKGROUND

- Summary review of monthly operational statistics for ParaCruz.

Comparing the monthly statistics of FY19 to the monthly statistics of FY20:

- In July, the number of ParaCruz rides decreased by: 2,843
- In August, the number of ParaCruz rides decreased by: 2,945
- In September, the number of ParaCruz rides decreased by: 3,476
- Summary review of monthly operational information about ParaCruz:
- July number of total ParaCruz rides: 3,055
- August number of total ParaCruz rides: 3,040
- September number of total ParaCruz rides: 3,124
- Comparing June 2020 statistics to July 2020, ParaCruz rides decreased by 55
- Comparing July 2020 statistics to August 2020, ParaCruz rides decreased by 15
- Comparing August 2020 statistics to September 2020, ParaCruz rides increased by 84


## ParaCruz response to Covid-19

ParaCruz has experienced a decrease in ridership due to the Covid-19 pandemic Shelter in Place order.

ParaCruz Operators and Dispatchers worked on an ABC group schedule during part of this period, one day of work with two days off.

ParaCruz vehicles are sanitized after every shift.
ParaCruz implemented a mandatory facemask policy for all ParaCruz office staff, ParaCruz Operators and riders, and a mandatory face shield for all ParaCruz Operators when securing any mobility device.

ParaCruz has established passenger capacity limits for all revenue vehicles.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to METRO's Service Quality and Delivery.

## V. FINANCIAL CONSIDERATIONS/IMPACT

There are no financial considerations for this report.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. COORDINATION

This staff report has been coordinated with statistics provided by the Finance and Fleet Departments. The Eligibility Coordinator and Candis Almanza, Paratransit Supervisor, provided additional data.

## VIII. ATTACHMENTS

Attachment A: ParaCruz On-time Performance Charts for July, August and September.
Attachment B: Comparative Operating Statistics Tables for July, August and September.
Attachment C: Number of Rides Comparison Chart.
Attachment D: Total Ride vs. Shared Ride Chart.
Attachment E: Annual Miles Comparison Chart.
Attachment F: Monthly Assessments.
Attachment G: Top Monthly Ride Destinations for July, August and September.

Prepared by: Daniel L. Zaragoza, Operations Manager, Paratransit Division.

## IX. APPROVALS

Daniel L. Zaragoza, Operations Manager, Paratransit Division


Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


## Attachment A

## ParaCruz On-time Performance Report for July 2020

|  | July 2019 | July 2020 |
| :--- | :---: | :---: |
| Total pick ups | 5,908 | 3,055 |
| Percent in "ready window" * | $\mathbf{9 1 . 7 6 \%}$ | $\mathbf{9 9 . 6 1 \%}$ |
| 1 to 5 minutes late | $2.64 \%$ | $.13 \%$ |
| 6 to 10 minutes late | $1.88 \%$ | $.16 \%$ |
| 11 to 15 minutes late | $1.54 \%$ | $.03 \%$ |
| 16 to 20 minutes late | $.83 \%$ | $.03 \%$ |
| 21 to 25 minutes late | $.41 \%$ | $.00 \%$ |
| 26 to 30 minutes late | $.41 \%$ | $.00 \%$ |
| 31 to 35 minutes late | $.29 \%$ | $.00 \%$ |
| 36 to 40 minutes late | $.08 \%$ | $.00 \%$ |
| 41 or more minutes late <br> (excessively late/missed trips) | $.17 \%$ |  |
| Total beyond "ready window" | $\mathbf{8 . 2 4 \%}$ | $.00 \%$ |

*Target: 90\%

## On-time Performance

During July, ParaCruz' on time performance increased by 1.12\% from last month. Ridership increased from last month. ParaCruz has two Operator positions unfilled. The total number of available working ParaCruz Operators is now 24 per weekday, not including Operators on annual leave.

## A Customer Service Report is either a compliment, comment, or a complaint.

During the month of July 2020, ParaCruz received five Customer Service Reports. Three of the reports were valid complaints, a ride that was booked for the wrong time, a person that was overcharged for their ride; we have reimbursed them, and a late ride. Two were compliments for ParaCruz Operators.

## Attachment A

ParaCruz On-time Performance Report for August 2020

|  | August 2019 | August 2020 |
| :--- | :---: | :---: |
| Total pick ups | 5,985 | 3,040 |
| Percent in "ready window" | $\mathbf{9 4 . 0 0 \%}$ | $\mathbf{9 9 . 9 0 \%}$ |
| 1 to 5 minutes late | $1.89 \%$ | $.10 \%$ |
| 6 to 10 minutes late | $1.49 \%$ | $.00 \%$ |
| 11 to 15 minutes late | $.79 \%$ | $.00 \%$ |
| 16 to 20 minutes late | $.62 \%$ | $.00 \%$ |
| 21 to 25 minutes late | $.40 \%$ | $.00 \%$ |
| 26 to 30 minutes late | $.23 \%$ | $.00 \%$ |
| 31 to 35 minutes late | $.28 \%$ | $.00 \%$ |
| 36 to 40 minutes late | $.17 \%$ | $.00 \%$ |
| 41 or more minutes late <br> (excessively late/missed trips) | $.13 \%$ | $.00 \%$ |
| Total beyond "ready window" | $\mathbf{6 . 0 0 \%}$ | $.10 \%$ |

*Target: 90\%

## On-time Performance

During August, ParaCruz' on time performance increased by $.29 \%$ from last month. Ridership decreased from last month. ParaCruz has two Operator positions unfilled. The total number of available working ParaCruz Operators is 24 per weekday, not including Operators on annual leave.

## A Customer Service Report is either a compliment, comment, or a complaint.

During the month of August 2020, ParaCruz received two Customer Service Reports, one was valid, a booking error for a ride, and a compliment for a ParaCruz Operator

## Attachment A

## ParaCruz On-time Performance Report for September 2020

|  | September 2019 | September 2020 |
| :--- | :---: | :---: |
| Total pick ups | 6,600 | 3,124 |
| Percent in "ready window" | $\mathbf{9 5 . 8 6 \%}$ | $\mathbf{9 9 . 8 7 \%}$ |
| 1 to 5 minutes late | $1.42 \%$ | $.03 \%$ |
| 6 to 10 minutes late | $1.33 \%$ | $.07 \%$ |
| 11 to 15 minutes late | $.70 \%$ | $.03 \%$ |
| 16 to 20 minutes late | $.39 \%$ | $.00 \%$ |
| 21 to 25 minutes late | $.14 \%$ | $.00 \%$ |
| 26 to 30 minutes late | $.03 \%$ | $.00 \%$ |
| 31 to 35 minutes late | $.06 \%$ | $.00 \%$ |
| 36 to 40 minutes late | $.03 \%$ | $.00 \%$ |
| 41 or more minutes late <br> (excessively late/missed trips) | $.03 \%$ | $.13 \%$ |

## On-time Performance

During September, ParaCruz' on time performance decreased by $.04 \%$ from last month. June had a decrease in ridership from last month. ParaCruz has two Operator positions unfilled. The total number of available working ParaCruz Operators is 24 per weekday, not including Operators on annual leave.

## A Customer Service Report is either a compliment, comment, or a complaint.

During the month of September 2020, ParaCruz received three Customer Service Reports. Two were compliments for ParaCruz Operators and one was for a ride that was booked to the wrong address.

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Attachment B

Comparative Operating Statistics through July 2020

|  | $\begin{aligned} & \hline \text { July } \\ & 2019 \\ & \hline \end{aligned}$ | July $2020$ | FY 20 | FY 21 | Performance Averages | Performance Goals |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Requested | 6,817 | 5,245 | 6,817 | 5,245 | 6003 |  |
| Performed | 5,908 | 3,055 | 5,908 | 3,055 | 4,898 |  |
| Cancels | 22.91\% | 41.76\% | 22.91\% | 41.76\% | 24.71\% |  |
| No Shows | 4.02\% | 4.05\% | 4.02\% | 4.05\% | 4.53\% | Less than 3\% |
| Total miles | 47,260 | 24,991 | 47,260 | 24,991 | 38928 |  |
| Av trip miles | 5.93 | 5.07 | 5.93 | 5.07 | 5.90 |  |
| Within ready window | 91.76\% | 99.61\% | 91.76\% | 99.61\% | 96.46\% | 90.00\% or better |
| Call center volume | 5,807 | 2,263 | 5,807 | 2,263 | 4359 |  |
| Hold times less than 2 minutes | 93.88\% | 97.29\% | 93.88 | 97.29\% | 94.58\% | Greater than $90 \%$ |
| Distinct riders | 653 | 334 | 653 | 334 | 543 |  |
| Most frequent rider rider | 50 rides | 62 rides | 50 rides | 62 rides | 55 rides |  |
| Shared rides | 61.80\% | 12.56\% | 61.08\% | 12.56\% | 46.64\% | $\begin{gathered} \hline \text { Greater than } \\ 60 \% \end{gathered}$ |
| Passengers per rev hour | 1.85 | 1.73 | 1.85 | 1.73 | 1.87 | Greater than 1.6 passengers/hour |
| $\begin{aligned} & \text { Rides by } \\ & \text { supplemental } \\ & \text { providers } \\ & \hline \end{aligned}$ | N/A | N/A | N/A | N/A | N/A | No more than $25 \%$ |
| Vendor cost per ride | N/A | N/A | N/A | N/A | N/A |  |
| $\begin{gathered} \text { Rides }<10 \\ \text { miles } \end{gathered}$ | 63.88\% | 60.43\% | 63.88\% | 60.43\% | 61.85\% |  |
| Rides > 10 | 36.12\% | 39.57\% | 36.12\% | 39.57\% | 38.15\% |  |
| Denied Rides | 0 | 0 | 0 | 0 | 0 | Zero |
| Missed Trips | 10 | 0 | 10 | 0 | 3 |  |
| Excessively Long Trips | 0 | 0 | 0 | 0 | 1.33 |  |
| \# Trips at Base Fare | 3,625 | 1,819 | 3,625 | 1,819 | 2,922 |  |
| $\begin{aligned} & \text { \# Trips > Base } \\ & \text { Fare } \\ & \hline \end{aligned}$ | 1,160 | 377 | 1,160 | 377 | 903 |  |

ParaCruz Operations Status Report

## Attachment B

## Comparative Operating Statistics through August 2020

|  | August 2019 | $\begin{gathered} \text { August } \\ 2020 \\ \hline \end{gathered}$ | FY 20 | FY 21 | Performance Averages | Performance Goals |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Requested | 6,700 | 4,996 | 13,517 | 10,541 | 5,861 |  |
| Performed | 5,985 | 3,040 | 11,983 | 6,095 | 4,653 |  |
| Cancels | 20.99\% | 33.90\% | 21.96\% | 42.18\% | 25.78\% |  |
| No Shows | 4.00\% | 5.24\% | 4.01\% | 4.75\% | 4.64\% | Less than 3\% |
| Total miles | 48,213 | 23,553 | 95,473 | 48,554 | 36,873 |  |
| Av trip miles | 5.86 | 5.70 | 5.90 | 5.71 | 5.89 |  |
| Within ready window | 94.00\% | 99.90\% | 92.89\% | 99.75\% | 96.95\% | 90.00\% or better |
| Call center volume | 5,471 | 2,151 | 11,278 | 53,337 | 4,082 |  |
| Hold times less than 2 minutes | 92.87 | 97.15\% | 92.88 | 93.86\% | 94.93\% | Greater than 90\% |
| Distinct riders | 686 | 353 | 863 | 1,597 | 597 |  |
| Most frequent rider | 57 rides | 70 rides | 90 rides | 468 rides | 56 rides |  |
| Shared rides | 55.9\% | 15.0\% | 58.9\% | 13.78\% | 43.23\% | Greater than 60\% |
| Passengers per rev hour | 1.76 | 1.85 | 1.80 | 1.91 | 1.87 | Greater than 1.6 passengers/hour |
| $\qquad$ | N/A | N/A | N/A | N/A | N/A | No more than $25 \%$ |
| Vendor cost per ride | N/A | N/A | N/A | N/A | N/A |  |
| Rides < 10 miles | 64.85\% | 57.20\% | 64.37\% | 58.81\% | 60.09\% |  |
| Rides > 10 | 35.15\% | 42.80\% | 35.63\% | 41.18\% | 39.91\% |  |
| Denied Rides | 0 | 0 | 0 | 0 | 0 | Zero |
| Missed Trips | 8 | 0 | 18 | 0 | 2 |  |
| Excessively Long Trips | 2 | 0 | 2 | 0 | 1.17 |  |
| \# Trips Base Fare | 3,786 | 1537 | 7,411 | 3,356 | 2,734 |  |
| \# Trips > Base Fare | 997 | 661 | 2,157 | 1,038 | 875 |  |

[^1]
## Attachment B

## Comparative Operating Statistics through September 2020

|  | $\begin{array}{\|c\|} \hline \text { September } \\ 2019 \\ \hline \end{array}$ | $\begin{array}{\|c\|} \hline \text { September } \\ 2020 \\ \hline \end{array}$ | FY 20 | FY 21 | Performance Averages | Performance Goals |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Requested | 7,480 | 5,004 | 20,997 | 15,245 | 5,655 |  |
| Performed | 6,600 | 3,124 | 18,493 | 9,219 | 4,363 |  |
| Cancels | 22.54\% | 34.23\% | 22.17\% | 36.53\% | 26.76\% |  |
| No Shows | 3.66\% | 4.89\% | 3.89\% | 4.89\% | 4.74\% | Less than 3\% |
| Total miles | 46,923 | 24,862 | 114,395 | 73,406 | 34,868 |  |
| Av trip miles | 5.36 | 5.99 | 5.71 | 5.81 | 5.94 |  |
| Within ready window | 95.86\% | 99.86\% | 93.95\% | 99.79\% | 97.28\% | 90.00\% or better |
| Call center volume | 5,781 | 2,256 | 17,059 | 6,854 | 3,788 | information not available |
| Hold times less than 2 minutes | 94.53\% | 97.49\% | 93.76\% | 97.24\% | 95.18\% | Greater than 90\% |
| Distinct riders | 713 | 324 | 1,032 | 1,629 | 483 |  |
| Most <br> frequent rider | 55 rides | 75 rides | 134 rides | 206 rides | 58 rides |  |
| Shared rides | 60.5\% | 15.2\% | 59.4\% | 14.19\% | 39.46\% | Greater than 60\% |
| Passengers per rev hour | 1.89 | 1.83 | 1.83 | 1.80 | 1.87 | Greater than 1.6 passengers/hour |
| Rides by supplemental providers | N/A | N/A | N/A | N/A | N/A | No more than 25\% |
| Vendor cost per ride | N/A | N/A | N/A | N/A | N/A |  |
| $\begin{gathered} \text { Rides }<10 \\ \text { miles } \end{gathered}$ | 69.94\% | 57.43\% | 61.57\% | 58.35\% | 59.05\% |  |
| Rides > 10 | 35.06\% | 42.57\% | 35.43\% | 41.65\% | 40.95\% |  |
| Denied Rides | 0 | 0 | 0 | 0 | 0 | Zero |
| Missed Trips | 2 | 0 | 20 | 0 | 1.75 | N/A |
| Excessively Long Trips | 0 | 0 | 2 | 0 | 1.17 |  |
| \# Trips Base <br> Fare | 4,180 | 1,676 | 11,591 | 5,032 | 2,526 |  |
| \# Trips > Base Fare | 1,119 | 619 | 3,276 | 1,699 | 833 |  |

ParaCruz Operations Status Report

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## Attachment C



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Attachment D
Total Ride vs. Shared Ride Count

9-05D. 1

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Attachment E


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## Attachment F

## Monthly Assessments

| MONTHLY ASSESSMENTS |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | UNRESTRICTED | RESTRICTED CONDITIONAL | RESTRICTED TRIP BY TRIP | TEMPORARY | DENIED | TOTAL |
| OCTOBER 2019 | 22 | 1 | 0 | 2 | 0 | 25 |
| NOVEMBER 2019 | 23 | 0 | 0 | 1 | 0 | 24 |
| DECEMBER 2019 | 18 | 0 | 0 | 0 | 0 | 18 |
| JANUARY 2020 | 15 | 0 | 0 | 0 | 0 | 15 |
| FEBRUARY2020 | 0 | 0 | 0 | 55 | 0 | 55 |
| MARCH 2020 | 0 | 0 | 0 | 49 | 0 | 49 |
| APRIL 2020 | 0 | 0 | 0 | 23 | 0 | 23 |
| MAY2020 | 0 | 0 | 0 | 32 | 0 | 32 |
| JUNE 2020 | 0 | 0 | 0 | 36 | 0 | 36 |
| JULY 2020 | 0 | 0 | 0 | 36 | 0 | 36 |
| AUGUST 2020 | 0 | 0 | 0 | 55 | 0 | 55 |
| SEPTEMBER 2020 | 0 | 0 | 0 | 48 | 0 | 48 |

Number of Eligible Riders for the month of July $2020=3,055$
Number of Eligible Riders for the month of August $2020=3,040$
Number of Eligible Riders for the month of September $2020=3,124$

Unrestricted: If, because of a disability, a person can never use the fixed route bus service under any condition.

Restricted: If a person can use fixed route bus service for some trips, then they may be determined eligible but restricted from those trips that they could make using the fixed route bus system.

Immediate need: If, due to unforeseeable circumstances, a person may need transportation before completing the eligibility process, they made be provided with immediate need eligibility for up to 14 days.

Temporary: If a person has a limited term condition that prevents them from using the fixed route service system.

ParaCruz is currently providing all applicants for ParaCruz Certification or recertification with a temporary 6 month certification due to the current COVID-19 pandemic.

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## Attachment G

## Top Ride Destinations

|  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| LOCATION | JULY | AUGUST | SEPTEMBER | TOTAL |
| Satellite Dialysis - Capitola | 427 | 541 | 630 | 1598 |
| Satellite Dialysis - Watsonville | 305 | 288 | 253 | 846 |
| Santa Cruz Post-Acute Skilled Nursing | 211 | 321 | 211 | 743 |
| Palo Alto Medical FoundationSoquel Ave. Location | 129 | 119 | 101 | 349 |
| Pleasure Pizza- 41 ${ }^{\text {st }}$ Ave. Capitola | 70 | 68 | 68 | 206 |
| Watsonville Community Hospital | 96 | 53 | 50 | 199 |
| Palo Alto Medical FoundationChanticleer Ave. Location | 26 | 60 | 72 | 158 |
| Pajaro Valley Medical Clinic 65 Nielsen St. Watsonville | 38 | 50 | 50 | 138 |
| Safeway - 41 ${ }^{\text {st }}$ Ave. Soquel | 41 | 43 | 48 | 132 |
| Dominican Hospital Outpatient Rehabilitation Center- 111 Madrone St. | 47 | 47 | 44 | 124 |
| Dominican Hospital Solari Cancer Center- 3150 Mission Dr. sc | 18 | 50 | 50 | 118 |
| Sutter Health - 2911 Chanticleer Ave | 32 | 53 | 27 | 112 |

Number of rides for the month of July $2020=3,055$
Number of rides for the month of August $2020=3,040$
Number of rides for the month of September $2020=3,124$

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DATE: November 20, 2020
TO: Board of Directors
FROM: John Urgo, Planning \& Development Manager
$\begin{array}{ll}\text { SUBJECT: } & \text { ACCEPT AND FILE THE METRO SYSTEM RIDERSHIP REPORTS FOR } \\ & \text { THE FIRST QUARTER OF FY21 }\end{array}$

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the METRO system ridership report for the first quarter of FY21

## II. SUMMARY

- FY21 Q1 total ridership decreased $80.2 \%(-722,722)$ compared to F20 Q1.
- Non-student ridership decreased 67.3\% (-316,335)
- Highway 17 ridership decreased $86.9 \%(-58,434)$
- UCSC ridership decreased 94.8\% $(-273,973)$
- Cabrillo College ridership decreased $98.6 \%(-64,883)$


## III. DISCUSSION/BACKGROUND

This report contains ridership summaries and ridership by route for Santa Cruz Metropolitan Transit District (METRO) fixed route bus service for the first quarter (Q1) of FY21 July 1 - September 30, 2020). Quarterly ridership reports keep the Board of Directors apprised of METRO's ridership statistics and ridership trends:

- Attachment A shows system-wide and college student ridership statistics for FY21 Q1 and makes year-over-year comparisons with ridership statistics.
- Attachment B shows the average ridership and pass/fare usage per route and system-wide.
FY21 Q1 total fixed-route ridership decreased 80.2\% compared to FY20 Q1.
Reason(s) include:
- Shelter-in Place directives, carrying capacity restrictions adhering to social distancing protocols and increased remote learning and teleworking in response to COVID-19.
- Due to decreased ridership, METRO reduced vehicle revenue hours operated by an average of $27.6 \%$ in FY21 Q1, compared to FY20 Q1. [July: 34.0\%, August: -32.1\%, September: -16.8\%]
- The CZU Lightning Complex fires that began on August 16, 2020 depressed ridership on most routes for the rest of August and into the first week of September. Due to evacuation notices, METRO was forced to cease the operation of certain trips, particularly on the route 35/35A, and initiate rerouting for several other routes.
- Local ridership declined 79.7\%. [95.1\% of total fixed route ridership].
- Non-Student ridership on METRO's local system decreased 67.3\%. [90.6\% of local ridership].
- Student pass usage decreased 95.5\% [FY21 9.4\% of local ridership, FY20 43.6\% of local ridership].
- Total UCSC ridership decreased 94.8\%.
- No in-person classes were held in Q1 FY21.
- UCSC fall quarter began on September 26, 2020. UCSC expects to have around 2,000 residential students on campus in the fall. As of the end of September, it remains unclear how many will be transit-dependent or the frequency with which they will use transit to access off-campus locations.
- Attachment C contains a weekly ridership comparison with Q1 of FY21 to Q1 of FY20. By the end of Q1 in FY20, ridership increased dramatically due to the return of UCSC students for the fall quarter. FY21 did not see this same growth, as there are significantly fewer UCSC riders this quarter due to the suspension of in-person classes.
- Total Cabrillo ridership decreased 98.6\%.
- No regular in-person classes were held in Q1 FY21.
- The Cabrillo Student Pass Program was reinstated on the first day of Cabrillo's fall semester, August 24, 2020. However, with most classes taking place remotely through the end of 2020, it is anticipated that the majority of student ridership will not return to the system through the end of 2020.
- Highway 17 ridership decreased 86.9\%. [4.9\% of total fixed route ridership].
- Shelter-in-Place directives implemented in both Santa Cruz and Santa Clara Counties; the resulting increases in telecommuting and remote learning severely depressed Highway 17 ridership.
- According to FY20 spring survey results, about one-third of respondents indicated that they were likely to ride less due to increased telecommuting. Furthermore, it is expected that remote learning for universities and colleges will continue through the end of 2020. As a result, Highway 17 ridership is likely to have reduced boardings through the end of 2020.
- Quarterly discounted ridership decreased 65.1\% [Passes -72.0\% and Cash -53.2\%]
- Regular pass and cash fares decreased 74.3\% (Passes -78.0\% and Cash -70.9\%)
- Shelter-in-Place orders and social distancing measures precipitated decreases in overall ridership at the beginning of FY21 Q1.
- Public concern with crowding and disease transmission likely persists, contributing to continued loss of transit ridership, even after restrictions were eased and many activities resumed. Transit users with access to cars may be more likely to avoid public transit in the future.
- Lower-income households, particularly those most impacted economically by the shutdown, may be less able to afford a car and will favor public transit as a means of transportation. This may have long-term impacts on overall rider demographics, with lower-income riders comprising a larger share of overall ridership.

Attachment B shows average ridership per trip for all weekday and weekend routes in Q1 of FY21.

- Total ridership per trip decreased 73.1\% (Weekday -72.4\% \& Weekend -74.2\%).
- System-wide, there are 6.5 riders on the average weekday trip and an average of 5.5 riders on a weekend trip.
- The capacity restriction on all local routes is 10 riders on a 35 ' bus and 15 riders on a 40' bus.
- The average trip ridership for all local weekday routes is $48.9 \%$ and $52.9 \%$ of the maximum carrying capacity with a 35 ' or a 40 ' bus, respectively.
- The average trip ridership for local weekend routes, operated on a either a 35 ' bus or a 40 ' bus, is $47.9 \%$ or $42.2 \%$ of the maximum carrying capacity.
- The Hwy 17 has a capacity restriction of 8 riders' maximum, due to Santa Clara County Health Office restrictions.
- The average trip ridership for weekday and weekend routes is 57.5\% and $25.0 \%$, respectively.
- The weekday and weekend route with the highest ridership average is the Route 69W [Weekday-10.0 / Weekend-9.4]
- This route is an intercity route that operates round-trip service from Santa Cruz to Watsonville, serving Capitola Rd. and Cabrillo College.
- Typically, the route 71 has the highest average trip boardings, as well as the highest total ridership. However, due to restricted capacity and the high demand on the route 71, METRO operated many additional unscheduled trips on this route to serve those passengers left behind. Many of these additional trips had lower ridership than the primary trip, but they were implemented in an effort to serve as many riders as possible.
- There were fewer additional trips of the 69W deployed. However, demand on this route was better aligned with the level of service deployed, so the overall trip average of this route is relatively high.
- The weekday route with the lowest ridership average is the Route 3 and the Route 79 [Weekday-2.2]
- Route 3 serves local Santa Cruz along Mission/Beach.
- This was recently reinstated in the summer, after being temporarily suspended in the spring of FY20, and the ridership has remained low into the fall of FY21. This route will be entirely suspended in the next bid to conserve agency resources.
- Route 79 serves local Watsonville along Pajaro/East Lake.
- The service on this route will be reduced by $50 \%$ in the winter bid to reduce under-utilized service, while still maintaining some coverage in the Pajaro/East Lake area.
- The weekend route with the lowest ridership average is the Route 3 [Weekend-1.9]
- Route 3 serves local Santa Cruz along Mission/Beach.
- This route will be entirely suspended in the winter bid.


## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with METRO's Service Quality and Delivery strategic priority.

## v. FINANCIAL CONSIDERATIONSIIMPACT

Revenue derived from passenger fares and passes is reflected in the FY21 operating budget. Farebox revenue this quarter decreased $68.7 \%$ compared to Q1 in FY20. The COVID-19 pandemic fallout will dramatically affect our actual passenger fares negatively in the remainder of 2020. The severity of this negative impact will be realized in the coming months.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

There are no alternatives to consider.

## VIII. ATTACHMENTS

Attachment A: Quarterly System Ridership Summary for FY21 Q1 July 1, 2020-September 30, 2020

Attachment B: Quarterly Average Ridership by Route Report for FY21 Q1 July 1, 2020-September 30, 2020

Attachment C: Quarterly Ridership by Week for FY21 Q1 July 1, 2020September 30, 2020

Prepared by: Cayla Hill, Planning Analyst

## IX. APPROVALS

John Urgo

Planning and Development Director


Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager

FY21 Q1 (J uly 1 - September 30, 2020)
Quarterly System Ridership Summary

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Quarterly Average Ridership by Route Report

| J uly 1, 2020 - September 30, 2020 |  | Average Weekday Ridership per Trip |  |  |  |  | Average Weekend Ridership per Trip |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Route | Corridor | Total Riclers | UCSC <br> Riders \% | Cabrillo <br> Riders \% | Discount <br> Fares and Passes \% | *Regular <br>  <br> Passes \% | Total Riders | UCSC <br> Riders \% | Cabrillo <br> Riders \% | Discount <br> Fares and <br> Passes \% | *Regular <br> Fares and Passes \% |
|  | UCSC |  |  |  |  |  |  |  |  |  |  |
| 10 | UCSC via High St. | 4.0 | 80.0\% | 0.2\% | 6.7\% | 13.0\% | 2.8 | 65. 3\% | 0.0\% | 14.7\% | 20.0\% |
| 15 | UCSC via Laurel West | - | - | - | - | - |  |  |  |  |  |
| 16 | UCSC via Laurel East | 4.4 | 74.8\% | 0.3\% | 9.0\% | 15.8\% | 2.4 | 65.2\% | 0.8\% | 10.9\% | 23.0\% |
| 19 | UCSC via Lower Bay | 5.8 | 58.2\% | 0.2\% | 21.1\% | 20.5\% | 3.4 | 54.9\% | 2.1\% | 22.2\% | 20.8\% |
| 20 | UCSC via West Side | 4.7 | 58.0\% | 0.5\% | 17.1\% | 24.4\% | 3.4 | 45.4\% | 0.5\% | 16.9\% | 37.2\% |
| 20D | UCSC via West Side Supp. | - | - | - | - | - |  |  |  |  |  |
| 22 | UCSC/ Coastal Science Campus | - | - | - | - | - |  |  |  |  |  |
|  | Intercity |  |  |  |  |  |  |  |  |  |  |
| 35/ 35A | Santa Cruz/ Scotts Valley/ SLV | 6.2 | 1.4\% | 0.5\% | 33.9\% | 64.2\% | 6.0 | 1.3\% | 0.5\% | 29.0\% | 69.2\% |
| 69A | Capitola Road/ Watsonville | 10.2 | 2.3\% | 0.5\% | 38.9\% | 58.2\% | 8.3 | 2.5\% | 0.4\% | 34.1\% | 63.0\% |
| 69W | Cap. Road/ Cabrillo/ Watsonville | 10.4 | 2.8\% | 0.6\% | 34.6\% | 62.0\% | 9.7 | 3.1\% | 0.4\% | 29.4\% | 67.1\% |
| 71 | Santa Cruz to Watsonville | 10.5 | 1.7\% | 0.5\% | 38.8\% | 58.9\% | 8.0 | 2.0\% | 0.4\% | 33.1\% | 64.5\% |
| 91X | Santa Cruz/ Watsonville Express | 3.8 | 3.5\% | 2.9\% | 32.4\% | 61.2\% |  |  |  |  |  |
|  | Rural |  |  |  |  |  |  |  |  |  |  |
| 40 | Davenport/ North Coast | 0.8 | 5.0\% | 0.0\% | 11. 7\% | 83.3\% |  |  |  |  |  |
| 41 | Bonny Doon | 0.4 | 23.5\% | 0.0\% | 8.8\% | 67.6\% |  |  |  |  |  |
| 42 | Davenport/ Bonny Doon | 3.9 | 5.0\% | 0.0\% | 29.3\% | 65.7\% | 3.7 | 4.4\% | 0.0\% | 25.4\% | 70.2\% |
|  | Local |  |  |  |  |  |  |  |  |  |  |
| 3 | Mission/ Beach | 2.2 | 7.5\% | 0.5\% | 51.6\% | 40.4\% | 1.8 | 12.3\% | 0.4\% | 47.8\% | 39.5\% |
| 4 | Harvey West/ Emeline | 3.2 | 4. $2 \%$ | 0.4\% | 58.5\% | 36.8\% |  |  |  |  |  |
| 55 | Rio Del Mar | 4.4 | 2.6\% | 1.0\% | 49.4\% | 47.0\% | 4.2 | 0.9\% | 0.4\% | 53.0\% | 45. $7 \%$ |
| 66 | Live Oak via 17th | 5.2 | 4.1\% | 0.3\% | 42.8\% | 52.9\% | 4.4 | 4.5\% | 0.1\% | 38.0\% | 57.4\% |
| 68 | Like Oak via Broadway/ Portola | 3.5 | 5.6\% | 0.6\% | 42.8\% | 51.0\% | 3.0 | 3.9\% | 1.3\% | 41.6\% | 53.2\% |
| 72 | Watsonville Hospital/ Pinto Lake | 5.5 | 0.5\% | 0.4\% | 46.7\% | 52.3\% | 3.8 | 0.4\% | 0.4\% | 42.6\% | 56.7\% |
| 74S | PVHS/ Watsonville Hospital | 1.4 | 3.8\% | 7.7\% | 50.0\% | 38.5\% |  |  |  |  |  |
| 75 | Green Valley Road | 6.7 | 0.7\% | 0.3\% | 53.2\% | 45.8\% | 6.5 | 0.2\% | 0.3\% | 42.8\% | 56.6\% |
| 79 | Pajaro/ East Lake | 2.2 | 2.5\% | 0.4\% | 52.6\% | 44.5\% | 2.4 | 2.5\% | 0.5\% | 29.6\% | 67.3\% |
|  | Highway 17 |  |  |  |  |  |  |  |  |  |  |
| Hwy 17 | Hwy 17 Express | 4.6 | - | - | 13.9\% | 86.1\% | 2.1 | - | - | 20.1\% | 79.9\% |
|  | Avg. Ridership per Trip | 6.8 | 8.9\% | 0.5\% | 35.4\% | 58.1\% | 5.7 | 7.0\% | 0.4\% | 31.7\% | 60.9\% |

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Attachment C


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DATE: November 20, 2020
TO: Board of Directors
FROM: Isaac Holly, IT and ITS Director
SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A CONTRACT WITH GIRO, INC. FOR HASTUS SOFTWARE MAINTENANCE AND SUPPORT

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a contract with GIRO, Inc. to renew Hastus (Version 2009) maintenance and support services in the amount of \$84,714 for the 2021 calendar year

## II. SUMMARY

- On November 15, 2019, the Board of Directors approved a contract renewal with Giro, Inc. for Hastus software maintenance and support for the 2020 calendar year.
- This maintenance contract needs to be renewed annually in order to continue to receive the following for this mission-critical Santa Cruz Metropolitan Transit District (METRO) system:
- Unlimited support via telephone and email
- Bug fixes and customization for the current Hastus version
- Eligibility for new Hastus versions at a reduced license cost


## III. DISCUSSION/BACKGROUND

Hastus is a unified software environment that enables METRO to:

- Report monthly and annual service stats to the National Transit Database (NTD) to remain eligible for FTA funding
- Plan new service changes accurately and efficiently
- Assign work to Operators and deploy them to and from the field
- Accurately compute Operator pay and schedule leave
- Track Operator performance and track license and medical certificate renewal
- Publish accurate timetables to print and web media
- Provide a data feed to the Google Transit Trip Planner
- Provide a data feed to the Intelligent Transportation System (ITS)

Prior to the current Hastus version, METRO was running an earlier version of Hastus with just the scheduling related modules. METRO identified a need to replace its aging, text-based dispatch system so in 2009 a grant opportunity became available via ARRA (American Reinvestment and Recovery Act). This grant funded the upgrade and expansion to the current Hastus version at the time with additional modules to allow for a complete scheduling and dispatch management system. METRO was then able to retire the legacy dispatch system. The cost for this new unified system, licensed for a fleet of 80 peak vehicles (the number of buses in service at one time) including integration and customization was $\$ 1.4 \mathrm{M}$.

Giro's maintenance schedule is based on calendar year and needs to be renewed on a yearly basis. On November 15, 2019, the Board of Directors approved a contract with Giro, Inc., which allowed the execution of a Hastus maintenance and support contract for the 2020 calendar year which expires at the end of December 2020. The 2021 maintenance and support contract currently being presented is based on the following deployed software modules:

- Hastus-Vehicle (Service schedules)
- Hastus-Crew (Operator work creation)
- CrewOpt (Automated crew scheduling)
- Hastus-Roster (Period rosters for personnel)
- Minbus (Automated vehicle blocking)
- Geo (Geocoding of stops and route itineraries)
- Bid (Operator work selection)
- Hastus-Daily (Operations daily vehicle and crew management)
- SelfService (Operator web access to their work assignments)
- EPM (Operator Discipline and award management)

This maintenance contract includes five days' worth of software development time to allow for further customizations as new needs are identified. If these days are not used, they may be carried over into the next year.

Staff recommends that the Board of Directors authorize the CEO to execute a maintenance and support contract with Giro, Inc. for Hastus software in the amount of $\$ 84,714$ for the 2021 calendar year.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns to METRO's Service Quality and Delivery and Internal and External Technology.
V. FINANCIAL CONSIDERATIONS/IMPACT

The funding in the amount of $\$ 84,714$ is included in the FY21 current fiscal year's IT Department Operating budget within the Maintenance Fees (503352) account.

## VI. CHANGES FROM COMMITTEE

N/A.

## VII. ALTERNATIVES CONSIDERED

- Do nothing. There is no alternative recommended at this time. Hastus is a critical foundation to the core functions of the scheduling and deployment of METRO service. Not renewing this contract for maintenance and support services would result in losing the eligibility to receive technical support and updates, as well as incurring additional cost towards the purchase of future versions of Hastus.
- Going out to bid for a new system of this magnitude is not feasible at this time due to the lack of a viable alternative and budget to support it. METRO is in the process of evaluating alternative systems that offer similar functionality.


## VIII. ATTACHMENTS

Attachment A: Giro Hastus Maintenance and Support Contract

Prepared by: Isaac Holly, IT and ITS Director

## IX. APPROVALS

Isaac Holly, IT and ITS Director


Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


# HASTUS MAINTENANCE AND SUPPORT CONTRACT 

(Reference number: 617-14)

## ENTERED INTO BETWEEN:

GIRO INC./LE GROUPE EN INFORMATIQUE ET RECHERCHE OPÉRATIONNELLE, having its principal place of business at 75, Port-Royal Street East, Suite 500, in the city of Montreal, Province of Quebec, Canada, H3L 3T1 (hereinafter referred to as "GIRO")

AND:
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, having its principal place of business at 110 Vernon Street, Santa Cruz, California, USA 95060 (hereinafter referred to as the "Client")

FOR:
The software HASTUS with Vehicle, Crew, CrewOpt, Roster, Minbus, Geo, Bid, DailyCrew, DailyVehicle, SelfService, and EPM version 2009 (hereinafter referred to as "Software") used by the Client for the operation of a maximum of eighty (80) peak vehicles (for EPM module, allows management of a maximum of ninety (90) non-driving employees).

Starting on January 1, 2021 (the "Commencement Date") for one (1) year.

## 1. SERVICES PROVIDED

GIRO will provide the Client with the following services beginning on the Commencement Date of this Agreement specified above and conditionally on payment of annual charges for support and maintenance as defined in Section 2:
1.1 GIRO will assign, in a maximum delay of twenty-four (24) hours, an employee to correct a Software defect, once the Client has provided GIRO with a detailed description of the said defect. For the purposes of this Agreement, a defect is considered to exist when the Software does not perform according to the description given in the appropriate version of the User Guide and online help and when the said defect affects the performance of the Software. Correction of any problems due to one or several of the following causes is excluded from this Agreement: an accident, a disaster, faulty use of Software, inappropriate use of the Software, additions and/or modifications (including changes to system setting files) which are made to the Software by other than GIRO's personnel except if these additions and/or modifications have been done with prior approval by GIRO, a change to an unsupported version of the operating system or database management system, and failure to supply the necessary facilities for correct operation of the Software.
1.2 Electronic mail and telephone support are available from Monday to Friday inclusively from 9 a.m, to 5 p.m. (Eastern Standard Time) excluding Québec public holidays.
1.3 When the Geo module is included in the Software, the support required to assist in one annual conversion of the geographical data is included. However, any Software modification required for the data conversion is not covered by this Agreement and the additional costs will be invoiced.
1.4 GIRO will provide the Client with a bank of five (5) person-days of GIRO staff time. This time can be used to perform tests on system operation, to make minor modifications to the Software, to train personnel on the Client's premises, and to approve additions and/or modifications made by the Client. The use of these staff days is determined by the Client. Non-used days can be accumulated and used in subsequent years as long as this Agreement is renewed by the Client without interruption. The time needed by GIRO personnel to perform modifications requested by the Client under this Agreement and that are not defects as defined in the present Agreement will be deducted from this bank. If there are no remaining person-days available in the bank, therefore the time necessary to perform any work requested by the Client under this Agreement except for work required for defects as defined in this Agreement, will be charged to the Client by GIRO according to current rates for GIRO personnel.

## Attachment A <br> -2.

1.5 Availability for the Client, without additional licence fees, of all additions and improvements made to the Software by GIRO for other customers, excluding new modules or new products. These improvements or additions to the Software could be a new report, a new command or a new function. If requested by the Client, they can be adapted and/or installed by GIRO on the Client's version of the Software without any additional licence fees related to their purchase. New versions of the Software up to release 2011 are also available without additional licence fees. Charges relative to the installation of these additions, improvements or new version by GIRO, if applicable, will be payable by the Client and invoiced separately. Any charges relative to third party software licences are also payable by the Client.
1.6 A $20 \%$ discount on the licence fee is accorded to the Client when a new module of HASTUS is added to HASTUS-Vehicle and HASTUS-Crew. This discount is valid only if the Client has maintained a Maintenance and Support Contract without interruption since the initial installation of the Software.

## 2. TERMS AND CONDITIONS

2.1 For services specified in Section 1, the Client will pay GIRO a fee of $\$ 84,714$ US. The total amount is payable when the Agreement comes into effect.
2.2 The annual fee includes the following direct expenses: telephone charges, fax and courier incurred by GIRO during the provision of the services specified in this Agreement. Travel and living expenses that may be incurred are not included.
2.3 All charges quoted or understood in the present Agreement will be increased as necessary to reflect any applicable taxes in effect at the time that the monies become due.
2.4 The Client will supply GIRO with a method to access the installed Software remotely for maintenance and support purposes.
2.5 GIRO undertakes not to reveal any of the Client's confidential information acquired during product installation and support activities without the express authorization of the Client.
2.6 Any HASTUS maintenance and support contract previously signed between the Client and GIRO is hereby rescinded.

The Client acknowledges that he has read this Agreement, understood it, and has agreed to be bound by its terms and conditions. Further, he agrees that it is the complete and exclusive statement of the Agreement between the parties and that it supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to its subject matter.

At $\qquad$ , this $\qquad$ day of $\qquad$ .

## GIRO INC./LE GROUPE EN INFORMATIQUE ET RECHERCHE OPÉRATIONNELLE

Per:
Name: Annie Gagné
Title: Director, Business Relations
Signature numérique de Annie
Signature: $\quad$ Gagné
DN:Cn=Annle Gagne, $\delta=G 1 R O$, ou,
email=annie.gagne@giro.ca, $c=C A$
Duly authorized, as she so declares
Date: 2020.09.21 16:07:07-04'00'

At $\qquad$ , this $\qquad$ day of $\qquad$ .

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Per:
Name:
Title:

Signature:

Duly authorized, as he(she) so declares.

DATE: November 20, 2020
TO: Board of Directors
FROM: John Urgo, Planning and Development Director
SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A SIXMONTH EXTENSION AMENDMENT (SIXTH AMENDMENT) TO THE CONTRACT FOR TRANSIT SERVICES WITH THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ (UCSC)

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a Sixth
Amendment to the Contract for Transit Services with the University of California, Santa Cruz (UCSC), which will extend the Contract for a sixmonth term, beginning January 1, 2021.

## II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) entered into a written Contract for Transit Services with the University of California, Santa Cruz (UCSC) on September 1, 2010.
- METRO and UCSC have executed various extension amendments, including the most recent one that began on July 1, 2020, and is terminating on December 31, 2020.
- Due to the COVID-19 pandemic and continuing uncertainty surrounding future on-campus activities, METRO and UCSC would like to extend this contract by an additional six months as detailed in the proposed sixth amendment (Attachment A).


## III. DISCUSSION/BACKGROUND

METRO and UCSC entered into formal agreements for transit services in 1972, with numerous revisions and amendments extending through the mid 1990's. A restructured Contract for Transit Services became effective on September 1, 2010 and has been extended for various terms since that time. The most recent extension amendment between METRO and UCSC began on July 1, 2020 and terminates on December 31, 2020.

Due to the COVID-19 pandemic and continued uncertainty surrounding the level of on-campus activities, UCSC and METRO wish to extend the previous agreement for another six months. Under the proposed extension amendment, UCSC will reimburse METRO according to a fee per vehicle trip based on the
level of service provided in a given month. This payment model ensures METRO can provide UCSC the service it needs to support campus mobility while helping to guard METRO against revenue loss due to lower ridership. It also allows for greater flexibility in service planning and delivery to the campus as UCSC proceeds through various stages of reopening.

At this time METRO and UCSC would like to execute a sixth amendment (Attachment A), for the period of January 1, 2021 through June 30, 2021.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This action aligns with the following Strategic Priorities:

- Financial Stability, Stewardship and Accountability
- Service Quality and Delivery
- Strategic Alliances and Community Outreach


## V. FINANCIAL CONSIDERATIONSIIMPACT

UCSC will pay METRO a fee per vehicle trip for METRO fixed route services based on the level of service METRO provides to UCSC in a given month. If METRO service returns to pre-COVID levels, UCSC will reimburse METRO at the same level as the extension amendment executed in fiscal year 2020. Due to service reductions currently in place because of the COVID-19 pandemic, staff estimates the value of the proposed extension amendment to be $\$ 750,000$, subject to the actual levels of service provided.

## VI. CHANGES FROM COMMITTEE

N/A.

## VII. ALTERNATIVES CONSIDERED

The Board of Directors could consider not extending the contract, which terminates on December 31, 2020. This is not recommended by staff.

## VIII. ATTACHMENTS

Attachment A: Sixth Amendment to the Contract for Transit Services with Regents of the University of California Santa Cruz

Prepared by: John Urgo, Planning and Development Director

## IX. APPROVALS

John Ergo,
Planning and Development Director


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


Alex Clifford, CEO/General Manager


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## SIXTH AMENDMENT TO THE CONTRACT FOR TRANSIT SERVICES WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA SANTA CRUZ

This Sixth Amendment to the Contract for Transit Services amends the Contract for Transit Services with the Regents of the University of California, dated effective September 1, 2010 (the "2010 Contract"), and is made effective January 1, 2021 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California, ("Santa Cruz METRO"), and the Regents of the University of California, on behalf of its Santa Cruz campus, (the "University"). This Sixth Amendment, the 2010 Contract, and the University Terms and Conditions of Purchase (attached here to as Addendum A), collectively constitute the entirety of the Agreement between the parties.

## I. RECITALS

1.01 Whereas Santa Cruz METRO provides public transportation services throughout the County of Santa Cruz according to published schedules;
1.02 Whereas, Santa Cruz METRO desires to provide transportation for students, faculty and staff of the University, to and from the University and throughout the County of Santa Cruz;
1.03 Whereas, University desires that students, faculty and staff utilize the transit service to the maximum extent possible at an affordable rate;
1.04 Whereas Santa Cruz METRO and University entered into a Contract for Transit Services, hereinafter "Contract" effective September 1, 2010 for a one-year initial term;
1.05 Whereas, Paragraph 5.01 of the Contract allows the parties to renew the Contract by the parties executing extensions to the Contract;
1.06 Whereas, the parties extended the Contract for additional years (through August 31, 2016) pursuant to various Extension Amendments; and
1.07 Whereas, the parties extended the Contract for an additional year, effective September 1, 2016 (First Amendment); and
1.08 Whereas, the parties extended the Contract for an additional 10-month term, effective September 1, 2017 (Second Amendment); and
1.09 Whereas, the parties extended the Contract for an additional year, effective July 1, 2018 (Third Amendment); and
1.10 Whereas, the parties extended the Contract for an additional year, effective July 1, 2019 (Fourth Amendment);
1.11 Whereas, the parties extended the Contract for an additional 6 month term, effective July 1, 2020 (Fifth Amendment).
1.12 Whereas, the parties now desire to extend the Contract for an additional 6 month term, effective January 1, 2021 (Sixth Amendment).

## Attachment A

Now therefore, Santa Cruz METRO and University agree to amend specific sections of the 2010 Contract as follows: For each section set forth below, the language of the 2010 Contract is deleted in its entirety and replaced with the following provisions corresponding to the 2010 Contract section number. For the avoidance of doubt, section numbers shall correspond to section numbers as listed in the 2010 contract. Section numbers below that do not appear in the 2010 contract are additional sections.

## II. SCOPE OF AGREEMENT

2.01 University will issue a METRO approved "UCSC Bus Pass" to eligible students, faculty and staff based on enrollment or employment status under such terms and conditions as University deems appropriate in its sole discretion. Such "UCSC Bus Pass" shall be valid without payment of an additional fare on any Santa Cruz METRO fixed route bus, except those in operation on the Highway 17 Express route.
2.02 University shall provide Santa Cruz METRO with any changes to the "UCSC Bus Pass" ten (10) days in advance of any implementation.
2.03 University agrees to expeditiously implement this Agreement and to identify a transportation coordinator whose job functions shall include marketing transit resources to the University community.

## III. COMPENSATION

3.01 "Main Campus" shall be defined as all transit stops, twenty-six (26) in total, set forth as "STOPS" in Exhibit A.
3.02 University shall pay Santa Cruz METRO a per trip payment based on the level of service provided in a given month, as outlined in the table below, on any routes in paragraph 5.03 , inclusive of all stops located on the Main Campus and Coastal Science Campus of the University, on each Campus Route as defined in section 5.03 below (the "Fixed Routes"), for the term of this Agreement. For avoidance of doubt, dropped trips, as defined in section 5.01 or 7.03 below, shall not be a cause for University to pay a higher Fee Per Vehicle Trip in any given month (e.g. - if there is a mutually agreed upon 1,010 planned trips in a month, and then 11 or more trips dropped for reasons including, but not limited to, dropped service per section 5.01 and any Force Majeure events as described in section 7.03, University will remit payment for provided trips only, but at the agreed-upon service level of pricing).
Vehicle Trip Fee Schedule

| Monthly Vehicle Trips | Fee Per Vehicle Trip |
| :--- | :--- |
| $0-999$ | $\$ 159.00$ |
| $1000-1999$ | $\$ 144.00$ |
| $2000-2999$ | $\$ 129.00$ |
| $3000-3999$ | $\$ 114.00$ |
| $4000+$ | $\$ 99.00$ |

## Attachment A

3.03 Santa Cruz METRO shall invoice University on a monthly basis for payment due, based on trips provided on METRO's fixed-routes, as reflected in sections 3.02 and 5.03.

## IV. SUPPLEMENTAL SERVICES

4.01 At the request of the University, Santa Cruz METRO shall consider the operation of scheduled supplemental services, which are defined as transit services that are not currently in regular fixedroute operation or provided for in the Santa Cruz METRO budget. These Supplemental Services shall only be provided on a Route Guarantee Basis with the costs paid for by the University and are limited to the following Routes:
A. None at this time
4.02 Santa Cruz METRO shall provide an invoice to the University for the supplemental services requested. Reimbursement for these services shall be based on the rates set forth in Paragraph 4.03 of providing the service.
4.03 Santa Cruz METRO shall bill the University on a monthly basis for the approved scheduled supplemental services reflected in section 4.01A at the following rates:

## A. Bus Hourly Rate

i. The Bus Hourly Rate for agreed upon supplemental services shall be billed at the rate of \$159/hour.
ii. The Bus Hourly Rate for agreed upon supplemental services shall be billed to the University for every service hour that is provided for the supplemental service trips.

## Attachment A

## V. PERFORMANCE PENALTY

5.01 Santa Cruz METRO shall document, on a monthly basis, any and all scheduled trips on any routes in paragraph 5.03, including all stops located on the Main Campus and Coastal Science Campus of the University. Santa Cruz METRO shall also document all dropped service, which includes all trips, stops, and routes not serviced, for any reason, by Santa Cruz METRO, and reported by day, by trip, and by route, with a summary of the total scheduled service trips dropped, to the University on a monthly basis.
A. Dropped Service: Santa Cruz METRO shall categorize dropped service according to the following:
i. Service trips cancelled due to staffing shortage or equipment failures.
ii. Service trips that normally would operate through the Main Campus but do not due to any labor actions or informational gatherings or picket lines established, whether or not endorsed by bona fide labor organizations, where traffic is unimpeded, and where Santa Cruz METRO determines there was no direct threat to METRO equipment, METRO bus operators or METRO customers. In the event that there is a disagreement between the parties as to whether there was a direct threat to METRO equipment, METRO bus operators, or METRO customers, whether traffic at that time and at that location was unimpeded and free flowing will be determinative.
iii. Service trips that normally would operate through the Main Campus but do not due to a sanctioned labor action or bona fide labor organization picket line, where entering the Main Campus or going through a bona fide labor organization's picket line will likely result in damage to Santa Cruz METRO equipment or physical injury to the METRO employee or where physical injury to the persons in the picket line could result.
5.02 The University shall be credited for qualifying dropped service as follows:
5.02.1 Dropped trips under 5.01(A)(i) shall result in a credit of the full purchased price per trip dropped based on the number of trips scheduled to operate in the month according to the fee schedule under section 3.02.

Dropped trips under 5.01(A)(ii) shall result in a credit of fifty per cent of the purchased price per trip dropped based on the number of trips scheduled to operate in the month according to the fee schedule under section 3.02.

The performance penalty shall not apply to trips dropped under 5.01(A)(iii), or to trips dropped due to a request by the University or due to a Force Majeure event as defined below.

## Attachment A

5.03 Santa Cruz METRO routes serving the main campus of the University ("Campus Routes") include the following:
A. Route 10
B. Route 15
C. Route 16
D. Route 19
E. Route 20
F. Route 20D
G. Route 22

## VI. SERVICE STANDARDS

6.01 METRO Transit Services on Campus Routes shall be provided per a schedule mutually and reasonably agreed upon by Santa Cruz METRO and University.
6.02 Santa Cruz METRO shall document, and report to University monthly, each occasion a regularly scheduled transit stop, where any number of passengers are waiting, is passed up and another METRO bus arrival is not imminent on Campus Routes ("Pass-By").
6.03 Santa Cruz METRO shall, when operationally feasible, immediately deploy additional buses to any affected stops anytime a Pass-By should occur, at no additional charge to University.

## Attachment A

## VII. MISCELLANEOUS PROVISIONS

7.01 All other terms and conditions of the 2010 Contract shall remain the same and each party further agrees to be bound by those terms and conditions during the Extension period.
7.02 Article 9(B) of the University's Terms and Conditions, attached as Addendum A, is deleted in its entirety and replaced with the following:

Business Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than $\$ 15,000,000$ per occurrence
7.03 Article 27 of the University's Terms and Conditions, attached as Addendum A, is deleted in its entirety and replaced with the following:

Force Majeure. Neither party will be liable for delays or cessation of service, or cessation of need of service, due to causes beyond the Party's control, including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics and pandemics, and quarantine restrictions (a "Force Majeure Event"). In the event a Force Majeure Event results in delay or cessation of service obligations of METRO, the University will, not be required to pay for such services not performed as a result of such force majeure event, and METRO, likewise, will not be required to pay the performance penalty under section V for such services. For the avoidance of doubt, a Force Majeure Event does not include events that are reasonably foreseeable and does not include labor actions or strikes at the University that do not impede the flow of traffic.

Additionally, the parties acknowledge and understand that the on-going pandemic known as the COVID-19 public health emergency may constitute a force majeure event during some or part of this Agreement term, depending on the assessment of the public health in the University community, Santa Cruz County, and taking into account the restrictions posed by the Santa Cruz County Department of Public Health's Public Health Order's, as they are amended from time to time. The Parties agree to work collaboratively and update each other as needed on the impacts of the COVID-19 public health emergency on their respective services and service needs, and assess whether a force majeure arises during this Agreement term.
7.04 Articles 2-4, 7, 11, 13, 14(A-B), 15-16, 17(A-D, F), 20, 23, 26, 27, and 31 of the University's Terms and Conditions, attached as Addendum A are deleted. The remainder of the Articles of the University's Terms and Conditions are expressly incorporated herein.
7.05 UC FAIR WAGE / FAIR WORK PROFESSIONAL SERVICES EXEMPTION is hereby incorporated pursuant to Article 25 of the University's Terms and Conditions as Addendum B.

## Attachment A

## VIII. NOTICES

8.01 The addresses where notices shall be sent are as follows:

## UNIVERSITY

Dan Henderson

Director, Transportation and Parking Services
University of California
MS: TAPS Carriage House
1156 High Street
Santa Cruz, CA 95064
and
Kathleen Rogers
Procurement Services
University of California
MS: Procurement Services
1156 High Street
Santa Cruz, CA 95064
Santa Cruz METRO:
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060
Attention: CEO/General Manager
Notices must be sent via overnight delivery or by certified mail with return receipt requested, and with an electronic curtesy copy, to the other party's representative as identified above.

## Attachment A

## IX. TERM AND TERMINATION

8.02 The extension term shall commence on January 1, 2021, and shall continue through June 30, 2021. The Contract may be renewed for succeeding terms by the parties executing extensions to the Contract.
8.03 Either party may terminate the Contract with 60 days advance notice in writing to the other party.

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BY: $\qquad$
Alex Clifford
CEO/General Manager

REGENTS OF THE
UNIVERSITY OF CALIFORNIA

BY: $\qquad$
Biju Kamaleswaran
Assoc. Vice Chancellor and Campus Controller


Julis A. Sherman
District Counsel

## Attachment A

## EXHIBIT A



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# Attachment A 

## ADDENDUM A <br> UNIVERSITY TERMS AND CONDITIONS OF PURCHASE

## ARTICLE 1 - GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

## ARTICLE 2 - TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
E. UC's Appendix - Data Security, Appendix - BAA, and/or Appendix - GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

## ARTICLE 3 - PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms \& Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

## Attachment A

## ARTICLE 4 - INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

## ARTICLE 5 - ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

## Attachment A

## ARTICLE 6 - WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24,25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disability laws and regulations; and
2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
E. General Accessibility Requirements. Supplier warrants that:
4. It will comply with California and federal disability laws and regulations;
5. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
6. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.
J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

## Attachment A

## ARTICLE 7 - INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC’s prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
B. Goods and/or Services Not Involving Work Made for Hire.
5. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
6. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
7. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
8. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services’ functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

## Attachment A

## ARTICLE 8 - INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, subsuppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UCowned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

## Attachment A

## ARTICLE 9 - INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:
A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

1. Each Occurrence $\$ 1,000,000$
2. Products/Completed Operations Aggregate $\$ 2,000,000$
3. Personal and Advertising Injury $\$ 1,000,000$
4. General Aggregate $\$ 2,000,000$
B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars $(\$ 1,000,000)$ per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
C. If applicable, Professional Liability Insurance with a limit of two million dollars ( $\$ 2,000,000$ ) per occurrence or claim with an aggregate of not less than two million dollars $(\$ 2,000,000)$. If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars $(\$ 1,000,000)$ per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars $(\$ 1,000,000)$ per occurrence.
E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ( $\$ 1,000,000$ ). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, subsuppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised;
(ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
5. P1 - This insurance policy must have minimum limits of $\$ 500,000$ each occurrence and $\$ 500,000$ in the aggregate.
6. P2 - This insurance policy must have minimum limits of $\$ 1,000,000$ each occurrence and $\$ 1,000,000$ in the aggregate.
7. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of $\$ 5,000,000$ each occurrence and $\$ 5,000,000$ in the aggregate.
8. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of $\$ 10,000,000$ each occurrence and $\$ 10,000,000$ in the aggregate.
Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources:
https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html

## Attachment A

G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days’ advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

## ARTICLE 10 - USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without U C 's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

## ARTICLE 11 - FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.
A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:

1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
4. FAR 52.219-8, Utilization of Small Business Concerns;
5. FAR 52.222-17, Non-displacement of Qualified Workers;
6. FAR 52.222-21, Prohibition of Segregated Facilities;
7. FAR 52.222-26, Equal Opportunity;
8. FAR 52.222-35, Equal Opportunity for Veterans;
9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
10. FAR 52.222-37, Employment Reports on Veterans;
11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
12. FAR 52.222-41, Service Contract Labor Standards;
13. FAR 52.222-50, Combating Trafficking in Persons;
14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services Requirements;
16. FAR 52.222-54, Employment Eligibility Verification;
17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
19. FAR 52.224-3, Privacy Training;
20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
21. FAR 52.233-1, Disputes; and
22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policiesforms/index.html is hereby incorporated herein by this reference.
C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

## Attachment A

1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
2. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
3. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
5. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
6. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
7. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
8. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

## ARTICLE 12 - EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR
§§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

## ARTICLE 13 - LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

## Attachment A

## ARTICLE 14 - PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

## ARTICLE 15 - LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

## ARTICLE 16 - COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

## Attachment A

## ARTICLE 17 - ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:
A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods’ export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) ( 22 CFR §§ 120-130), the Export Administration Regulations ( 15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

## ARTICLE 18 - CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:
A. An investment worth $\$ 2,000$ or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $\$ 500$ in income or $\$ 440$ in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $\$ 250$ or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

## ARTICLE 19 - AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

## Attachment A

## ARTICLE 20 - PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.
B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
C. Confidential Institutional Information. Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier’s Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:

1. Personally identifiable information,
2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. §160.103),
3. Medical information as defined by California Civil Code $\S 56.05$,
4. Cardholder data,
5. Student records, or
6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.);
b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§6801(b) and 6805(b)(2));
c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 et seq.);
e. The Fair Credit Reporting Act (15 U.S.C. § 1681 et seq), and
f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
E. No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
F. Conflict in Terms. UC's Appendix - Data Security, Appendix - BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

## ARTICLE 21 - UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

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## ARTICLE 22 - SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:

1. Uses bulk packaging;
2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
5. Uses locally recyclable or certified compostable material.
D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

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## ARTICLE 23 - PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:
A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):

1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
B. If Supplier is not an Applicable Large Employer (as defined above):
4. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
5. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

## ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub- supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $\$ 13$ per hour as of $10 / 1 / 15$, $\$ 14$ per hour as of 10/1/16, and
$\$ 15$ per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).
The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:
A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub- suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $\$ 200$ for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

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## ARTICLE 25 - FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of $\$ 100,000$ in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards- guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resourcessuppliers.html), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which $\$ 100,000$ in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources- suppliers.html). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (https://www.ucop.edu/procurement- services/policies-forms/business-and-finance/index.html) for the definition of professional services and consulting.

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## ARTICLE 26 - MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.
Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

## ARTICLE 27 - FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

## ARTICLE 28 - ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

## ARTICLE 29 - NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

## ARTICLE 30 - OTHER APPLICABLE LAWS

# Attachment A <br> DRAFT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

## ARTICLE 31 - NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

## ARTICLE 32 - SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

## ARTICLE 33 - WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

## ARTICLE 34 - AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:
A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
C. Changes in the status of the parties;
D. Changes in flow down terms from external parties; and
E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

## ARTICLE 35 - GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

## ARTICLE 36 - ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

## ARTICLE 37 - SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

## ARTICLE 38 - SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED
USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX-DATA SECURITY, APPENDIX-BAA, and/or APPENDIXGDPR.

# Attachment A <br> DRAFT <br> SANTA CRUZ METROPOLITAN TRANSIT DISTRICT 

## ARTICLE 39 - CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits - as determined in the Wage and Benefit Parity Appendix - received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC’s sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:
(a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-andObjectivity.aspx) and at Supplier's expense; and
(b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

DATE: November 20, 2020
TO: Board of Directors
FROM: Eddie Benson, Maintenance Manager
SUBJECT: PURCHASE OF SEVEN PARATRANSIT VANS FROM CREATIVE BUS SALES

## I. RECOMMENDED ACTION

## That the Board of Directors:

1) Authorize the CEO to exercise seven Paratransit van options from the California Association for Coordinated Transportation (CALACT) I Morongo Basin Transit Authority (MBTA) Purchasing Cooperative Contract to purchase seven Starcraft Buses; and
2) Authorize the CEO to execute a contract with Creative Bus Sales in an amount not to exceed \$605,131

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has an urgent need to replace Paratransit vans that have exceeded their useful life, and METRO has budgeted for the purchase of seven Paratransit vans to replace aging vehicles in METRO's ParaCruz fleet.
- Staff previously notified the Board of Directors (Board) of the intent to purchase seven Paratransit vans utilizing FY 19 Local Partnership Program (LPP) and Measure D funds totaling \$604,000 in the Quarterly Procurement Report dated April 24, 2020.
- On October 22, 2020, the California Transportation Commission (CTC) approved an allocation of FY19 LPP to METRO in the amount \$302,000 for the purchase of seven Paratransit vans.
- The LPP guidelines require a one-to-one match of private, local, state or federal funds for each dollar of LPP expenditures.
- METRO staff located purchase options from the CALACT/MBTA Contract and staff requests the use of this Contract for this procurement as a means of saving money and streamlining the procurement process.
- Staff recommends that the Board authorize the CEO to use the CALACT/ MBTA Contract for the purchase of the seven Paratransit vans in an amount not to exceed \$605,131.


## III. DISCUSSION/BACKGROUND

METRO needs to purchase seven new 10-passenger maximum (7-passenger maximum with 2 wheelchairs) vans equipped with a wheelchair lift. METRO's Transit Asset Management Plan (TAM) establishes the useful life of a van as five years. METRO currently has 17 Paratransit vans which are over nine years old with an average mileage of 201,000 miles, far beyond the federally prescribed useful lifespan of five years and 150,000 miles. LPP funds would help purchase seven medium-size, light-duty paratransit vans to replace seven equivalent 2011 gasoline-fueled vans that have driven an average 226,649 miles each, well over the Federal Transit Administration's (FTA) useful life thresholds. The project will help maintain METRO's fleet in a state of good repair and reduce greenhouse gas emissions. The new vans will also reduce METRO's operating cost due to lower maintenance costs and anticipated lower fuel costs over the older vans.

On April 24, 2020, staff notified the Board of the intent to purchase seven Paratransit vans utilizing FY19 LPP and Measure D funds totaling \$604,000 in the Quarterly Procurement Report. On October 22, 2020, the CTC approved an allocation of $\$ 302,000$ for the locally-administered SB 1 LPP (Formulaic) to METRO for the purchase of seven Paratransit vans. The LPP guidelines require a one-to-one match of private, local, state or federal funds for every dollar of LPP funds. METRO has committed $\$ 302,000$ of its Measure D revenue for the local match. Funding projects that bring the fleet into a state of good repair are the most appropriate use of the LPP formula funds.

The seven Ford Transit E-350 vehicles being replaced are listed below:

| Vehicle \# | Make | Model | Year | VIN \# | Miles |
| :--- | :--- | :--- | :--- | :--- | :--- |
| 1101 | FORD | E350 -Versa Shuttle | 2011 | 1FTDS3EL4BDA00451 | 240,375 |
| 1105 | FORD | E350 -Versa Shuttle | 2011 | 1FTDS3EL6BDA00449 | 234,341 |
| 1107 | FORD | E350 -Versa Shuttle | 2011 | 1FTDS3EL4BDA00434 | 227,243 |
| 1110 | FORD | E350 -Versa Shuttle | 2011 | 1FTDS3ELXBDA00454 | 229,968 |
| 1111 | FORD | E350 -Versa Shuttle | 2011 | 1FTDS3EL1BDA00455 | 226,281 |
| 1116 | FORD | E350 -Versa Shuttle | 2011 | 1FTDS3EL3BDA00439 | 245,159 |
| 1122 | FORD | E350 -Versa Shuttle | 2011 | 1FTDS3ELOBDA00446 | 183,173 |

Utilizing cooperative purchasing agreements streamlines the procurement process and allows for better pricing than METRO would normally obtain due to the greater quantities requested. The CALACT Cooperative charges a contract usage fee of $1.5 \%$ based on the purchase order total before tax and any offered cash discounts.

Staff recommends that the Board award a contract to Creative Bus Sales for the purchase of seven Class B Starcraft buses in an amount not to exceed \$605,131, and that they authorize the CEO to execute the contract with Creative Bus Sales utilizing the CALACT/MBTA Cooperative Purchasing Contract to obtain and exercise the seven bus purchase options.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

METRO is replacing seven 2011 gasoline-fueled Paratransit vans, in alignment with the following strategic priorities:

- Service Quality and Delivery
- State of Good Repair


## V. FINANCIAL CONSIDERATIONSIIMPACT

Creative Bus Sales has quoted seven Starcraft Buses - Class B (Ford T350) at a cost of $\$ 86,447.27$ per vehicle.

Funds to support this procurement are available in the FY19 LLP grant in the amount of \$302,000, as reflected in the FY21 Capital Budget (Project \#20-0001). The remaining funding is requested from the Bus Replacement Fund (Measure D) in the amount of $\$ 303,131$, which is $\$ 1,131$ more than previously committed. The table below outlines the matrix for grant funding allocations.

| Project | FY19 LPP | Measure D | Total Cost |
| :---: | :---: | :---: | :---: |
| Seven ParaCruz Buses | $\$ 302,000$ | $\$ 303,131$ | $\$ 605,131$ |

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

The Board could direct the Purchasing Manager to conduct a standalone procurement for these Paratransit vans. This is not recommend as it would take approximately six months and would likely result in higher priced vehicles due to the small quantity.

## VIII. ATTACHMENTS

Attachment A: Creative Bus Sales Quote Sheet

# Attachment B: Creative Bus Sales Vehicle Diagram 

Prepared by: Margo Ross, Chief Operations Officer Wondimu Mengistu, Grants/Legislative Analyst

## IX. APPROVALS

Eddie Benson, Maintenance Manager


Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


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## Attachment A

| Vehicle Type: | Class B - Starcraft Bus (Allstar) | Ford GPC \#: | QH633 |  |
| :---: | :---: | :---: | :---: | :---: |
| Contact: | Eddie Benson | Type of Lift: | $\square$ Braun $\square$ Ricon |  |
| Agency: | Santa Cruz Metropolitan Transit District | Lift Location: | $\square$ front $\square_{\text {Rear }}$ |  |
| Address: | 110 Vernon Street | Seat Material D-90: | $\square$ Vinyl $\square$ cloth |  |
| City, State, Zip: | Santa Cruz, CA 95060 | Seat Color: | BLUE |  |
| Phone: | 831-420-2520 | Reflective Stripes: | $\square \mathrm{Yes}$ (2) 5" $\square$ No |  |
| Fax: |  | Stripe Color: | NONE |  |
| E-Mail: | ebenson@scmid.com | Salesperson: | Dan Williams |  |
| Quantity: | Description | Price | Ext. Price | ADA |
| 1 | Starcraft Bus - Class B - (Ford T350) | \$61,562.33 | \$61,562.33 | \$9,800.00 |
| Published Options |  |  |  |  |
| 6 | <Credit> - Seat Delete - (Passenger Each) | -\$134.96 | -\$809.76 |  |
| 1 | AC - Thermo King SA 400 | \$1,704.85 | \$1,704.85 |  |
| 1 | Braun - Century Lift - (Standard) | \$0.00 | \$0.00 | \$0.00 |
| 1 | Dialight Exterior LED | \$728.80 | \$728.80 |  |
| 1 | Dialight Interior LED | \$452.39 | \$452.39 |  |
| 1 | Drivers Seat - (OEM Ford) | -\$107.97 | -\$107.97 |  |
| 1 | Fogmaker Fire Suppression | \$3,778.95 | \$3,778.95 |  |
| 3 | Freedman Foldaway Seat - (Double) | \$1,133.69 | \$3,401.07 | \$3,401.07 |
| 1 | Intermotive Gateway - (Interface/Interlock) | \$539.85 | \$539.85 | \$539.85 |
| 1 | Locking Rear Door - (w/Alarm) | \$696.41 | \$696.41 |  |
| 1 | Mobility Aid Position - (Additional) Q'Straint QRT 360-(WC 18) | \$977.13 | \$977.13 | \$977.13 |
| 1 | Radio Prep - (2 Way Radio) | \$161.96 | \$161.96 |  |
| 2 | Spare Tire - (Loose, Full Size, To Match OEM Chassis) | \$311.00 | \$622.00 |  |
| Non-Published Options |  |  |  |  |

10-19-2020
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## Attachment A


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## Attachment B



FROM: Dawn Crummié, Human Resources Director

## SUBJECT: REQUEST FOR AUTHORIZATION AND FUNDING OF A CUSTOMER SERVICE MANAGER POSITION

## I. RECOMMENDED ACTION

## Approve the new position of Customer Service Manager in the Customer

 Service Department
## II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) is in need of a full-time dedicated Customer Service Manager professional.
- Due to the workload of our Customer Service Department, staff is asking to create a Customer Service Manager position to manage and coordinate all daily functions, operations and activities of the Customer Service Department.
- In 2019, the METRO Board of Directors (Board) adopted, for the first time, a first Strategic Business Plan. Since then, METRO continues to focus on employee engagement, strategic alliances and community outreach.
- On March 27, 2020, the Marketing, Communications and Customer Service Director left the organization and Rina Solorio became the interim Assistant Operations Manager to oversee the Customer Service Department.
- On July 6, 2020, Danielle Glagola was hired as the new Marketing, Communications and Customer Service Director and Ms. Solorio was able to fous on daily functions of Customer Service. After an evaluation of the Customer Service Department, Human Resources (HR) staff requested the study to create a new position in the Customer Service Department.
- METRO contracted with Koff \& Associates (hereinafter "K\&A") to conduct a total classification and compensation study in October 2020.
- Staff is recommending Board approval to create the Customer Service Manager position.
- On November 13, 2020, the HR staff presented this item to the Personnel/Human Resources Standing Committee.


## III. DISCUSSION/BACKGROUND

Today, our Marketing, Communications and Customer Service Director performs all of the functions of marketing, communications and customer service managerial functions. Our goal with this new position is that the Customer Service Manager, under general direction of the Director, can plan, organize, direct, develop and coordinate the activities of the Customer Service Department, including the fare media program, and related customer service functions.

METRO needs to promote its services more aggressively. METRO can improve its communications with our customers, the riding and non-riding public, media and our stakeholders, to ensure that the community understands and values the benefits public transit brings to Santa Cruz County. With this position, we will be able to grow and improve our customer centric focus and improve customer service overall.

In March 2020, CEO Alex Clifford authorized Ms. Rina Solorio to work as an acting manager focused in the Customer Service Department while the Human Resources Department was recruiting for a permanent Marketing, Communications and Customer Service Director. Since then, Ms. Solorio has focused only on Customer Service functions. During this time, she was able to develop and standardize customer service policies, procedures and methods to improve and monitor the compliance, efficiency and effectiveness of the department.

Human Resources staff have worked with Koff \& Associates, an outside agency, to create a new Customer Service Manager position description and corresponding wage scale. Upon approval, an open recruitment will be undertaken to fill the Customer Service Manager position.

Koff \& Associates presented a Total Compensation Study which reflected the comparison agency salaries and benefits. The seven established labor market comparable agencies were:

- Central Contra Costa County Transit Authority
- City of Santa Cruz
- County of Santa Cruz
- Monterey- Salinas Transit District
- Riverside Transit Agency
- San Joaquin Regional Transit District
- Santa Barbara Metropolitan Transit District

Koff \& Associates was not able to find a sufficient number of comparable matches. Internal alignment was considered for the purpose of this study.

Going forward, staff has determined that METRO is in need of a Customer Service Manager who can focus and perform all aspects of customer service management and employee relations, such as developing policies, procedures, methods, and training programs to improve the effectiveness of customer service functions.

This position will provide the above items, as well as review, respond to and resolve customer service complaints in a timely manner, including those escalated by lower level staff.

If approved, an open recruitment will be performed to fill the Customer Service Manager position.

Staff requests the Board approve the addition of the Customer Service Manager position for final adoption at the November 20, 2020 METRO Board meeting.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report ties to the following strategic priorities:

- Service Quality and Delivery
- Employee Engagement: Attract, Retain and Develo9p
- Strategic Alliances and Community Outreach


## V. FINANCIAL CONSIDERATIONS/IMPACT

The adoption of the recommendations contained in this report will require leaving vacant a Customer Service Supervisor position (currently vacant) and \$10K in savings in the FY21 operating budget.

## VI. CHANGES FROM COMMITTEE

None. On November 13, 2020, the Personnel/Human Resources Committee met to review this request. The Committee recommended the full Board approve the creation of Customer Service Manager as presented.

## VII. ALTERNATIVES CONSIDERED

- Not approving the addition of the position is an alternative. Staff does not recommend this option. This position meets the needs of METRO.
- Reject the suggested classification and wage survey. Staff does not recommend this action since the new class specification and its wage survey were researched and developed based on the developing needs of METRO.


## VIII. ATTACHMENTS

Attachment A: Customer Service Manager Job Description
Attachment B: Customer Service Manager Wage Scale

Prepared by: Monik Delfin, Deputy HR Director

## IX. APPROVALS

Dawn Crummié, HR Director



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


Alex Clifford, CEO/General Manager


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Class Code: OA120
FLSA Status: Exempt

## Customer Service Manager <br> Bargaining Unit: Management

## DEFINITION:

Under general direction of the Marketing, Communications, \& Customer Service Director, the Customer Service Manager plans, organizes, directs, develops, and coordinates the activities of the Customer Service department, including the fare media program, lost and found, and related customer service functions; ensures compliance with applicable federal, state, and local laws and regulations; performs other duties as assigned.

## DISTINGUISHING CHARACTERISTICS:

Receives general direction from the Marketing, Communications \& Customer Service Director. Exercises general supervision over supervisory, technical, and administrative support staff as assigned. This is a "working" manager classification. This position is distinguished from the lower level of Customer Service Supervisor in that the former is responsible for developing and overseeing implementation of department goals, objectives, policies, procedures, and training programs, as well as coordinating department operations and activities with other departments and outside agencies.

## EXAMPLES OF DUTIES AND RESPONSIBILITIES:

The duties listed below represent the various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is related or a logical assignment to this class.

- Manages the daily functions, operations, and activities of the Customer Service Department; provides planning, support, training, and oversight of ticket sales, customer service center, lost and found services, and other customer service functions.
- Provides for the selection, training, professional development, and work evaluation of department staff and the development and implementation of the department staffing plan; authorizes discipline as required; and provides policy guidance and interpretation to staff.
- Develops and standardizes customer service policies, procedures, methods, and training programs to improve and continuously monitor the compliance, efficiency, and effectiveness of assigned programs, service delivery methods, and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and makes recommendations to the Marketing, Communications \& Customer Service Director.
- Directs, manages, coordinates, and participates in the daily, weekly, and quarterly collection, reporting, and reconciliation of cash receipts; works with the Finance Department and auditors to ensure internal controls for verifying cash balances and integration of information into departmental financial records.
- Manages the fare media program and operations, including the In Person Customer Service Center program, outreach activities, and Add Value Machines; and works with staff from other agencies and organizations to ensure proper implementation of programs and operations.
- Provides periodic updates and reports for auditing of active, inactive, and resolved claims; investigates liability claims and works with claimants and attorneys on resolutions.

Attachment A<br>HUMAN RESOURCES DEPARTMENT Santa Cruz METRO

- Evaluates all customer service activities for compliance with federal, state, and local requirements and with Santa Cruz METRO's policies and procedures; creates and tracks Key Performance Indicators for the department.
- Reviews, responds to, and resolves customer service complaints in a timely manner, including those escalated by lower level staff; reviews and responds to refund requests; provides assistance and advice to customer service staff in the field on how to handle difficult or potentially dangerous situations as they arise; ensures complaints are forwarded to appropriate departments as needed.
- Participates in the preparation and administration of the Customer Service Department budget; forecasts additional funds needed for staffing, equipment, materials, supplies, and special customer service projects.
- Ensures the in-house customer service database and software systems, including but not limited to telephone information systems, are up to date; participates in designing, testing, and implementing new technology solutions to meet business needs.
- Confers with department representatives and outside agencies to determine customer service operational plans and areas of standardization to meet District goals and objectives, which includes coordination of daily changes with the operation and dispatch of fixed route and paratransit departments to provide up-to-date information to District customers
- Prepares technical and administrative reports, correspondence, written recommendations, and makes oral presentations to the Santa Cruz METRO Board of Directors, management, governmental officials, and other organizations or groups as needed.
- Maintains and directs the maintenance of working and official department files.
- Monitors changes in laws, regulations, and technology that may affect departmental operations; and implements policy and procedural changes as required.
- Performs other duties as assigned.


## EMPLOYMENT STANDARDS:

## Knowledge of:

- Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- Advanced customer service principles, practices, and techniques.
- Paratransit reservations process and the ADA requirements.
- Basic information systems operations and concepts including telephone information systems and related customer service technologies.
- Principles, practices, and techniques of sales balancing and reconciliation.
- Regulations, policies, and procedures affecting Santa Cruz METRO customers.
- Santa Cruz METRO labor contracts and administration of contracts.
- Principles and practices of budget planning, organization, and administration.
- Local and regional transportation services.
- Federal, State, and local laws and regulations and District policies and procedures applicable to Payment Card Industry standards, transportation regulations and policies governing fixed route and paratransit service.
- Public speaking techniques.
- Intermediate mathematics including, addition, subtraction, multiplication, division, percentages, and basic statistics.

Attachment A<br>HUMAN RESOURCES DEPARTMENT<br>Santa Cruz METRO

- The effective use of modern office equipment, personal computers, and standard business software.


## Ability to:

- Recommend and implement operational goals, objectives, and practices for providing effective and efficient customer service.
- Effectively plan, organize, direct, and coordinate the functions and staff activities for the Customer Service Department.
- Select, supervise, train, motivate, assign, evaluate, counsel, and discipline staff within a union environment.
- Analyze and evaluate complex department/operational problems and recommend and implement effective solutions.
- Prepare administrative and complex reports, formal correspondence, written recommendations, and oral presentations.
- Prepare departmental budgets and expenditure projections.
- Ensure the delivery of training programs on customer service methods as well as departmental procedures and policies.
- Coordinate customer service programs, projects, and activities with other departments and external agencies.
- Interpret, apply, explain, and ensure compliance with applicable federal, state, and local laws and regulations and District policies and procedures related to transportation services and customer service.
- Make oral and written presentations to the Board of Directors, Santa Cruz METRO management, and other groups.
- Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with employees, union representatives, Board members, stakeholders, elected and appointed officials, venders, contractors, consultants, media representatives, and members of the public.


## MINIMUM QUALIFICATIONS:

Any combination of experience and education that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

## Education, Training and Experience:

Two (2) years' course work from an accredited college in business administration, communications, public administration, public relations, or a closely related field.

## AND

Four (4) years of increasingly responsible experience in customer service and related to compliance of Americans with Disabilities Act of 1990 including two (2) years of supervisory experience. Familiarity with transit agency or transportation system activities and functions is highly desirable. Experience in a large public organization and with paratransit reservations process is preferred.

Attachment A<br>HUMAN RESOURCES DEPARTMENT<br>Santa Cruz METRO

## LICENSES AND CERTIFICATES:

A valid Class C driver license and safe driving record is required at the time of application. A valid Class C State driver license is required at the time of appointment and must be maintained throughout employment.

## SPECIAL REQUIREMENTS:

- Must be able to work extended hours as needed, often outside regular business hours as required by the demands of the job.
- Must maintain strictest confidentiality.
- Must participate in professional development activities.
- Requires occasional travel.


## PHYSICAL AND MENTAL DEMANDS:

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## Physical Demands

While performing the duties of this job, the employee is regularly required to sit, walk and stand; talk and hear; use hands to finger, manipulate, handle, feel or operate objects, tools or controls; reach with hands and arms; and perform repetitive movements of hands or wrists. The employee is regularly required to bend and twist at the neck, reach with hands and arms. Occasional standing, walking, overhead reaching and lifting up to 20 pounds unaided is required. Specific visual abilities required for this job include close vision, distance vision, and the ability to adjust focus.

## Mental Demands

While performing the duties of this job, an employee uses written and oral communication skills; reads and interprets data, information and documents; analyzes and solves problems; uses math and mathematical reasoning; performs highly detailed work; deals with multiple concurrent tasks; and interacts with others encountered in the course of work.

## Work Environment:

The employee may work in an office, shop, construction site, or bus yard environment where the noise level may be loud. May require availability to work a flexible schedule.

## OTHER CONDITIONS OF EMPLOYMENT:

- Must pass requisite background check.

| *Adopted: | XXXXX |
| :--- | :--- |
| *BOD Approved: | $00-00-00$ |
| *Revised: | $00-00-00$ |
| *Job Family: | Professional-Customer Service |

## Attachment B








M

 Marketing, Communications and Customer Service Director Purchasing and Special Projects Director Senior Database Administrator Human Resources Deputy Director

## Operations Manager - Fixed Route Division

 Operations Manager - Paratransit Division Assistant Maintenance Manager Facilities Maintenance Manager Database Administrator
## Safety, Security and Risk Management Director

 Assistant Operations Manager Project Manager*Customer Service Manager
Executive Assistant
Lonqevity Pay is based only on lenath of service.

* Position added and adopted by the Board on 11-20-2020

Attachment B


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MANAGEMENT
YEARLY SALARY SCHEDULE






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Effective 06/14/18 (FY19) / Adopted by the Board as of February 22, 2019
CEO/General Manager Title
CEO/General Manager
Chief Financial Officer (CFO)
Planning and Development Director
Information Technology and Intelligent Transportation Systems Director Marketing, Communications and Customer Service Director Purchasing and Special Projects Director Senior Database Administrator

## Finance Deputy Director

Operations Manager - Fixed Route Division Operations Manager - Paratransit Division

## Safety, Security and Risk Management Director

[^3]9-10B. 2

## Attachment B








MANAGEMENT
MONTHLY SALARY SCHEDULE















Effective 06/14/18 (FY19) / Adopted by the Board as of February 22, 2019


Chief Financial Officer (CFO)
Planning and Development Director
Information Technology and Intelligent Transportation Systems Director Marketing, Communications and Customer Service Director
Purchasing and Special Projects Director

## Human Resources Deputy Director

Finance Deputy Director
Operations Manager - Fixed Route Division
Operations Manager - Paratransit Division Assistant Maintenance Manager
Facilities Maintenance Manager Assistant Operations Manager
Project Manager
Project Manager
Longevity Pay is based only on length of service.

* Position added and adopted by the Board on 11-20-2020

9-10B. 3

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DATE: November 20, 2020
TO: Board of Directors
FROM: Rufus Francis, Safety, Security and Risk Management Director
SUBJECT: RECOMMENDED ACTION ON TORT CLAIMS

## I. RECOMMENDED ACTION

That the Board of Directors Approve Staff Recommendations for Claims for the Month of November 2020

## II. SUMMARY

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

## III. DISCUSSION/BACKGROUND

METRO's Risk Department received one claim for the month of November 2020 for money or damages. As a public entity, METRO must act "within 45 days after the claim has been presented" (Govt C §912.4(a)). See staff recommendations in paragraph VIII.
IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

None

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

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

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


## VIII. DESCRIPTION OF CLAIM

| Claimant | Claim \# | Description | Recommended <br> Action |
| :---: | :---: | :--- | :---: |
| City of Santa Cruz | $20-0011$ | Claimant alleges that a <br> METRO maintenance <br> truck hit a City vehicle. <br> Amount of claim: $\$ 807.50$ | Reject |

Prepared by: Tom Szestowicki, Safety Specialist

Board of Directors
November 20, 2020
Page 3 of 3

## IX. APPROVALS

Rufus Francis, Safety, Security and Risk Management Director


Alex Clifford, CEO/General Manager


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

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

## RESOLUTION OF APPRECIATION FOR THE SERVICES OF CHRIS KANE AS CUSTODIAL SERVICE WORKER 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 Chris Kane to serve in the position of Custodial Service Worker, and

WHEREAS, served as a member of the Facilities Maintenance Department of METRO for the time period of August 26, 1999 to November 8, 2020, and

WHEREAS, Chris Kane provided METRO with dedicated service and commitment during the time of employment, and

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that upon her retirement as Custodial Service Worker the Board of Directors of METRO does hereby commend her 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 $20^{\text {th }}$ Day of November 2020 by the following vote:
AYES: Directors -
NOES: Directors -

## ABSTAIN: Directors -

ABSENT: Directors -

Approved:
Mike Rotkin, Chair

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

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

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

## RESOLUTION OF APPRECIATION FOR THE SERVICES OF DAWN MARTIN AS SENIOR ACCOUNTING TECHNICIAN 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 Dawn Martin to serve in the position of Senior Accounting Technician, and

WHEREAS, served as a member of the Fleet Maintenance Department of METRO for the time period of January 12, 2015 to November 2, 2020, and

WHEREAS, Dawn Martin provided METRO with dedicated service and commitment during the time of her employment, and

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

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

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Dawn Martin.
$\qquad$

NOW, THEREFORE, BE IT RESOLVED, that upon her retirement as Senior Accounting Technician, the Board of Directors of METRO does hereby commend her 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 $20^{\text {th }}$ Day of November 2020 by the following vote:
AYES: Directors -
NOES: Directors -

## ABSTAIN: Directors -

ABSENT: Directors -

Approved:
Mike Rotkin, Chair

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Julie Sherman, General Counsel

DATE: November 20, 2020
TO: Board of Directors
FROM: John Urgo, Planning \& Development Director

## SUBJECT: TRANSIT CORRIDOR ALTERNATIVES ANALYSISIRAIL NETWORK INTEGRATION STUDY - PERFORMANCE MEASURE RESULTS AND PROPOSED LOCALLY PREFERRED ALTERNATIVE

## I. RECOMMENDED ACTION

Staff proposes the Board of Directors:

1) Review and provide input on the performance measure results and proposed locally preferred alternative for the Transit Corridor Alternatives Analysis/Rail Network Integration Study of high-capacity public transit for the Santa Cruz Branch Line; and,
2) Publicly state that all Capital and Operating revenues needed to support the construction and operation of the adopted solution be from new sources, and in no way impact current and future revenues that Santa Cruz METRO relies upon
II. SUMMARY

- This report provides information and background on the Transit Corridor Alternatives Analysis/Rail Network Integration Study (TCAA/RNIS). Input is being sought from the Santa Cruz Metropolitan Transit District (METRO) on Milestone 3 - the performance measure results and the proposed locally preferred alternative for transit on the Santa Cruz Branch Line.


## III. DISCUSSION/BACKGROUND

The Santa Cruz County Regional Transportation Commission (RTC), in cooperation with METRO, is developing theTCAA/RNIS to evaluate transit investment options that provide an integrated transit network for Santa Cruz County utilizing all or part of the length of the Santa Cruz Branch Line as a dedicated transit facility. A performance-based planning approach, based on a triple bottom line sustainability framework, will be utilized to assess various public transit options for the rail right of way. Transit alternatives will be compared to define a viable project that will provide the greatest benefit to the Santa Cruz County residents, businesses and visitors in terms of economy, equity and
environment. Proposed future intercounty and interregional connections to the Bay Area, Monterey County, Gilroy and beyond will be considered.

The focus of the TCAA/RNIS is to identify a preferred transit alternative to serve the most populous and congested sections of Santa Cruz County - from the western edge of the City of Santa Cruz to Watsonville/Pajaro. The primary objectives of the study are to identify, evaluate and compare a range of highcapacity public transit service options for the Santa Cruz Branch Rail Line for a future year of 2040 that can coexist with a bicycle and pedestrian trail along the branch line right-of-way. The key milestones of the project are outlined below.

Milestone 1. Development of Goals, Screening Criteria, and Performance Measures and Initial List of Transit Alternatives. RTC approval of Milestone 1 was received on March 6, 2020.

Milestone 2. Screen the Initial List of Alternatives into a Short List of Alternatives. RTC approval received on June 4, 2020.

Milestone 3. Value Engineering on Short List of Alternatives, Performance Measure Analysis, and Proposed Locally Preferred Alternative. The short list of Alternatives for evaluation in Milestone 3 includes:

- Bus Rapid Transit
- Commuter Rail Transit
- Light Rail Transit
- Autonomous Road "Train"

Public and Stakeholder input is being solicited in November 2020 on Milestone 3. RTC input is scheduled for January 14, 2021, and RTC approval is scheduled for February 4, 2021.

The TCAA/RNIS project team composed of RTC and METRO staff and HDR consultants seek input from the METRO Board of Directors (Board) on Milestone 3. The characteristics, advantages and disadvantages of the four alternatives as determined from the performance measure analysis are presented in Attachment 1 and the detailed performance measure results can be found in Attachment 2.

The proposed Locally Preferred Alternative (LPA) is Electric Passenger Rail. A decision on whether the rail option will be electric commuter rail (CRT) or electric light rail (LRT) is not recommended as part of this planning study. The infrastructure needed for either CRT or LRT is similar. Deferring this decision will maintain flexibility for future decisions on the rail vehicle type, while clean energy rail technologies advance. A decision on different electric rail vehicle types and sizes would therefore be better studied in the preliminary engineering and
environmental analysis phase of delivery. The characteristics and benefits of Electric Passenger Rail for the proposed Locally Preferred Alternative is provided in Attachment 3. The draft TCAA/RNIS report with additional details on the analysis is provided on the TCAA/RNIS SCCRTC webpage (https://sccrtc.org/projects/multi-modal/transitcorridoraa/).

## IV. FINANCIAL CONSIDERATIONSIIMPACT

This study is already funded and included in the RTC budget; therefore, the action proposed does not have any fiscal impact.

## V. ALTERNATIVES CONSIDERED

Do not provide input on the TCAA/RNIS - Intention of the Alternatives Analysis is for RTC and METRO to work together to determine the best transit option for the Santa Cruz Branch Rail Line.

## VI. ATTACHMENTS

\(\left.$$
\begin{array}{ll}\text { Attachment A: } & \begin{array}{l}\text { TCAA/RNIS - Four Alternatives - Characteristics, } \\
\text { Advantages, and Disadvantages }\end{array}
$$ <br>

Attachment B: \& TCAA/RNIS - Performance Measure Results\end{array}\right\}\)| Attachment C: | TCAA/RNIS - Proposed Locally Preferred Alternative |
| :--- | :--- |
| Attachment D: | TCAA/RNIS - Milestone 3 Presentation |

Prepared by: John Urgo, Planning \& Development Director

## VII. APPROVALS

John Urgo,
Planning \& Development
Director


Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


 * Utilizes less than 7 miles of rail ROW * Incompatible with freight where BRT * Eliminates Roaring Camp connection to regional rail network * Level boarding platforms less likely for stops on road network * Limited capacity for bicycle \& mobility devices * Requires transfer to regional rail network

* Limited Transit-oriented Development potential


Electric Commuter Rail (CRT)

CONS
* Higher costs (capital, operations
\& maintenance)
* Lower ridership estimates than BRT and LRT



Attachment A

$$
\begin{aligned}
& \text { CONS } \\
& \text { * Higher costs (capital, operations } \\
& \text { \& maintenance) } \\
& \text { \& Lower ridership estimates than BRT } \\
& \text { Less resilience to climate change impacts } \\
& \text { * May require transfer to connect with } \\
& \text { regional rail network }
\end{aligned}
$$



CONS

* Capital cost is highest - $50 \%$ more than rail transit
\% Incompatible with freight rail
\% To preserve freight in Watsonville, must transfer to local bus at
Lee Rd. to access downtown Watsonville \& Pajaro
- Longer travel time
- Less flexibility/resiliency to climate change


Attachment B
RESULTS

ALTERNATIVE EVALUATION

12B. 1

| GOAL: Fiscal Feasibility |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| METRIC: | BRT | CRT | LRT | ART |
| CAPITAL COSTS | \$410,000,000 | \$478,000,000 | \$465,000,000 | \$720,000,000 |
| CAPITAL COST/MLE | \$18,000,000 | \$22,000,000 | \$21,000,000 | \$31,000,000 |
| CAPITAL COST/RIDER/30 YEARS | 56.40 | 59.70 | \$8.90 | \$14.60 |
| CAPITAL COST/PASSENGER MILE/30 YEARS | \$1.40 | \$1.20 | \$1.00 | $\$ 1.70$ |
| OPERATIONS \& MAINTENANCE (O\&M) COSTS/YEAR | \$19,540,000 | \$25,000,000 | \$25,000,000 | 528,000,000 |
| O\&M COSTS/MILEMEAR | \$875,000 | \$1,126,000 | \$1,106,000 | \$1,217,000 |
| O\&M COST/RIDER | 59.20 | \$15.20 | \$14.3 | \$17.00 |
| O\&M COST/PASSENGER MILE | \$1.20 | \$2.10 | 51.90 | \$2.20 |
| \% FUNDING LIKELY FROM EXISTING SOURCES | 64\% | 59\% | 61\% | 36\% |
| FUNDING LIKELY FROM POTENTIAL FUTURE SOURCES |  <br>  |  |  |  |
|  | $\$ 380 \mathrm{M}$ additional funding sources (local or other) needed to provide extra capital and operations \& maintenance funds to fully fund project for 25 years | $\$ 530 \mathrm{M}$ additional funding sources (local or other) needed to provide extra capital and operations \& maintenance funds to fully fund project for 25 years | \$510M additional funding sources (local or other) needed to provide extra capital and operations \& maintenance funds to fully fund project for 25 years | \$910M additional funding sources (local or other) needed to provide extra capital and operations \& maintenance funds to fully fund project for 25 years |
| GOAL: Well integrated transportation system that supports economic vitality |  |  |  |  |
| WILL THE PROJECT INCREASE DEVELOPMENT ALONG THE CORRIDOR? | Likely to increase transit-oriented development (TOD) in segments along rail ROW where BRT guideway is built, less likely where BRT runs on roadway network | More likely to generate TOD on entire route | More likely to generate TOD on entire route | More likely to generate TOD on majority of route |
| TOTAL NUMBER OF JOBS (DIRECT \& INDIRECT) GENERATED THROUGH CONSTRUCTION IN THE NEAR TERM | 4,100 | 5,100 | 4,900 | 7,400 |
| TOTAL NUMBER OF JOBS (DIRECT \& INDIRECT) GENERATED LONGER TERM THROUGH O\&M ACTIVITY | 210 | 270 | 270 | 300 |
| IMPACTS ON FREIGHT RAIL OPERATIONS | - Assumes freight rail can only be <br> accommodated between Pajaro up to Park <br> Ave. at Coronado St. in Capitola <br> - Converts railway to a paved guideway between Park Ave. in Capitola \& Natural Bridges Dr. <br> - Freight would need to be abandoned north of Park Ave. | - Allows freight \& passenger rail to comingle with positive train control <br> - Passenger rail frequency may make it more challenging to run freight at same time as passenger rail, but can be accommodated - Freight rail can also run outside of passenger service hours | - Can run with or without FRA-compliant vehicle <br> - With: freight impact same as CRT <br> - Without: freight cannot comingle with passenger rail \& required to be temporally separated | - Assumes freight rail can only be accondated within Watsonville up to Lee Rd. - Converts railway to a paved guidevay between Lee Rd. in Watsonville \& Nura Bridges Dr. in Santa Cruz - Freight rail would need to be abanded north of Lee Rd. |


 SCCRIC



| ARers |
| :---: |
| 11 |
| 10 |
| $91 \%$ |
| 11 |
| $100 \%$ |
| 2 |
| 262,000 | - No data available for ART system so LRT fares

assumed to be representative of an ART fare - Average fare per trip assumed to be $\$ 4.50$ for estimating funding revenues

- Typical capacity is four ADA accessible seats
- Flexible design to include seats, space for - Fiexibles \& mobility devices
- Able to provide level boarding platforms at
stations between Natural Bridges Dr. \& Lee
Atitachment - Typical service fare (similar to options - Average fare per trip assumed to be $\$ 4.50$ for
estimating funding revenues - Typical capacity is four ADA accessible seats per car ( 12 seats for each three car trainse
every 30 mins.)
Flexible design to include seats, space for
Able to provide level boarding
platforms at all stations Rd. Station
 no level boarding
.


ㄴํㅇ
same as CRI

people
60
30

61 -
$\varsigma \downarrow$
09
30
35

## 61

| - 70 grade crossings (41 public/29 private) | - 70 grade crossings (41 public/29 private) |
| :--- | :--- |
| - Assumes appropriate active warning devices, | - Assumes appropriate active warning devices, |
| traffic signal interconnets, quiet zones $\&$ | $\begin{array}{l}\text { traffic signal interconnects, quiet zones } \& \\ \text { improved sight distances }\end{array}$ |

앙

- Would connect to proposed intercity rail
service at Pajaro via a cross-platfrom transfer
for access to Gilroy planed High Speed Rail
line plus Salinas \& destinations south
- A non-FRA-compliant vehicle would require
separate set of tracks into Pajaro station \&
cross platform transfer to regional service to
- If FRA-compliant vehicle, connection would be

line plus Salinas \& destinations south
"one-seat" ride on proposed regional service between Santa Cruz \& Monterey
75
- On Santa Cruz Branch Rail Line would need transfer to local bus service at Lee Rd. plus service at Pajaro Station


## 75

 Monterey.- If FRA-com
o

$$
\begin{aligned}
& \text { - If FRA-compliant vehicle, connection would be } \\
& \text { same as CRT }
\end{aligned}
$$



CRT

- 34 grade crossings ( 26 public/8 private) Assumes appropriate active warning devices,
traffic signal interconnects \& improved sight distances

8

- Would connect with planned regional \&
intercity rail service at Pajaro Station via a
transfer from BRT to rail

io
dedicated facility in areas where ROW is
shared use with autos such as on Walker St. in
Watsonville \& Beach St. in Santa Cruz

 provide travel time reliability benefits
$8 L$


69
Highest travel time reliability due to traveling
nearly exclusively on dedicated facility

- Dearly exclusively on dedicated facility


.
$\square$

Highest travel time reliability due to traveling
nearly exclusively on dedicated facility
Delays may occur if not separated into
dedicated facility in areas where ROW is
shared use with autos such as on Walker St. in
Watsonville \& Beach St. in Santa Cruz
 on mixed traffic roadways $70 \%$ of route

- Utilizes exclusive 6.7 miles guideway on ROW
- Operates in mixed traffic for 6.6 miles on Highway 1 between Airport \& Rio Del Mar Blvds. - Travels in bus shoulders/auxiliary lane for 1
mile on Highway 1 between Freedom \& Rio

Operates in mixed traffic on local roadways
Santa Cruz

- Could utilize bus priority system designs
(i.e. queue jumps $\&$ signal priority) at many of the 9 miles of local road intersections to
of the 9 miles of
provide travel time reliability benefits

12B. 7



| GOAL: Promotes a healthier environment |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Are there effects of the project on biological resources, visual, noise \& vibration? |  |  |  |  |
| METRIC: | BRT | CRT | LRT | ART |
| EFFECTS ON BIOLOGICAL RESOURCES, VISUAL, NOISE \& VIBRATION | - Electric BRT quieter than diesel powered bus <br> - Not visually obstructive \& least likely to cause vibration <br> - Least impact on environmentally sensitive in Watsonville areas as it's primarily in vicinity of the sloughs | - Noisier than other alternatives, but quiet zones would eliminate need for sounding horns at roadway crossings \& are included in cost estimates <br> - Not visually obstructive \& moderate level <br> of vibration <br> - Increased rail service along ROW may impact environmentally sensitive areas including biological resources as it utilizes ROW in vicinity of the sloughs west of Watsonville | - Moderate noise level, but quiet zones would eliminate need for sounding horns at roadway <br> - Not visually obstructive \& moderate level of vibration <br> - Increased rail service along ROW may impact environmentally sensitive areas including vicinity of the sloughs west of Watsonville | - Noise level unknown, but sounding horns at roadway crossings are not required due to <br> - Not visually obstructive \& least likely to cause vibration <br> - Increased transit service along ROW may impact environmentally sensitive areas including biological resources as it utilizes ROW in vicinity of the sloughs west of Watsonville |
|  | Does project support the goal of reduced energy usage? |  |  |  |
| REDUCTION OF ENERGY/FUEL CONSUMPTION BASED ON AUTO MODE SHIFTS TO THE ALTERNATIVES (AVERAGE BTU/PASSENGER MILE | 1,957 | 1,528 | 1,500 | 1,500-1,957 |


| TRANSIT CORRIDOR ALTERNATIVES ANALYSIS SANTA CRUZ $\qquad$ |  | ALTE | RNATIVE EVALUA <br> OTHER | TION RESULTS: <br> ALS |
| :---: | :---: | :---: | :---: | :---: |
| GOAL: Addresses project-specific concerns |  |  |  |  |
| METRIC: | BRT | CRT | LRT | ART |
| IS PROJECT TECHNICALLY FEASIBLE? | Traditional, tested technology \& technically feasible | Traditional, tested technology \& technically feasible | Traditional, tested technology \& technically feasible | Existing, testing infrastructure, but not traditional \& introduces new technological risks |
| IS PROJECT CONSISTENT WITH OTHER LOCAL, STATE \& FEDERAL PLANNING EFFORTS? | - SCC Regional Transpo Plan <br> - Unified Corridor Study <br> - CA State Rail Plan <br> - MBSST Master Plan | - SCC Regional Transpo Plan <br> - Unified Corridor Study <br> - CA State Rail Plan <br> - MBSST Master Plan | - SCC Regional Transpo Plan <br> - Unified Corridor Study <br> - CA State Rail Plan <br> - MBSST Master Plan | - CA State Rail Plan <br> - MBSST Master Plan |
| IS PROJECT CONSISTENT WITH LOCAL, STATE AND FEDERAL REGULATORY REQUIREMENTS? | - SB375/other GHG regulations <br> - Coastal Commission | - SB375/other GHG regulations <br> - Coastal Commission <br> - Proposition 116 <br> - FAST Act (travel time reliability) | - SB375/other GHG regulations <br> - Coastal Commission <br> - Proposition 116 <br> - FAST Act (travel time reliability) | - SB375/other GHG regulations <br> - Coastal Commission <br> - FAST Act (travel time reliability) |
| DOES PROJECT INTEGRATE INTO EXISTING TRANSPORTATION INFRASTRUCTURE? | - Connects with local bus service at Santa Cruz Metro Center \& Watsonville Transit Center <br> - Existing local bus service connects at four future stations <br> - Local bus service could be provided to/from all future stations | - Connects with local bus service at seven future stations (Watsonville Downtown, Aptos Village, 41st Ave., 17th Ave., Seabright Ave., <br> Downtown Boardwalk, Natural Bridges Dr.) <br> - Local bus service could be provided to/from all future stations | - Connects with local bus service at eight future LRT stations (Watsonville Downtown, Ohlone Parkway, Aptos Village, 41 st Ave., 17th Ave., Seabright Av Bridges Dr.) <br> - Local bus service could be provided to/from all future stations | - Connects with local bus service at six future ART stations (Aptos Village, 41st Ave., 17th Ave., Seabright Ave., Downtown Boardwalk, Natural Bridges Dr.) <br> - Local bus service could be provided to/from all future stations <br> - Local bus connector service from Lee Rd. station to Pajaro would also connect to Watsonville Downtown Transit Center |
| DOES PROJECT HAVE ABILITY TO ADAPT TO FUTURE TECHNOLOGY? | - More flexibility adapting to new technologies due to more flexible infastructure with pavement and lower vehicle costs/shorter useful life | - Less flexibility adapting to new technologies due to less flexible infrastructure due to fixed guideway and higher vehicle cost/longer useful life | - Less flexibility adapting to new technologies due to less flexible infrastructure due to fixe guideway and higher vehicle cost/longer useful life | - Moderate flexibility adapting to new technologies due to more flexible infrastructure due to pavement and higher vehicle costs/longer useful life |
| HOW EASILY CAN PROIECT BE INTEGRATED INTO EXISTING RIGHT-OF-WAY? | - No significant ROW expected to be needed to construct facility on ROW <br> - Additional ROW could be required at larger stations that include parking or other amenities that require more space | - No significant ROW expected to be needed to construct facility on ROW <br> - Additional ROW could be required at larger stations that include parking or other amenities needing more space | - No significant ROW expected to be needed to construct facility on ROW <br> - Additional ROW could be required at larger stations that include parking or other amenities needing more space | - No significant ROW expected to be needed to construct facility on ROW <br> - Additional ROW could be required at larger stations that include parking or other amenities needing more space |

# Proposed Locally Preferred Alternative for the Santa Cruz Branch Rail Line 

## Electric Passenger Rail (CRT/LRT)



## Characteristics:

Rail options can be described as passenger rail service operating on fixed rails with single or multiple individually-propelled cars, providing a local or regional service along an exclusive guideway. Operations will be structured on a single track within the Rail ROW with periodic sidings allowing for two-way travel. A decision on whether the rail option will be commuter rail (CRT) or light rail (LRT) is not recommended as part of this planning study. The infrastructure needed for either CRT or LRT is similar enough as to not impede further preliminary engineering or environmental studies of the corridor for rail transit. Deferring this decision will maintain flexibility for future decisions on the rail vehicle type, while clean energy rail technology advances.

CRT Alignment and Stations Evaluated in TCAA/RNIS


## LRT Alignment and Stations Evaluated in TCAA/RNIS



| Station \# Name | Station \# Name |  |  |
| :---: | :--- | ---: | :--- |
| 1 | Natural Bridges Station | 9 | Capitola Station |
| 2 | Fair /Almar Avenue Station | 10 | State Beach Station |
| 3 | Bay Street Station | 11 | Aptos Station |
| 4 | Downtown Santa Cruz Depot Park Station | 12 | La Selva Beach Station (seasonal) |
| 5 | Boardwalk Station (seasonal) | 13 | Ohlone Parkway Station |
| 6 | Seabright Station | 14 | Downtown Watsonville Station |
| 7 | 17th Avenue Station | 15 | Pajaro Station |
| 8 | 38th/41st Avenue Station |  |  |

Additional characteristics of the proposed Passenger Rail LPA include:

- Vehicle Speeds will be capable of traveling from 30 to 60 mph in the Rail ROW, with both CRT and LRT traveling at similar average and maximum travel speeds in the corridor.
- The number of Stations is expected to range from 11 to 13 stations on the Rail ROW, with the CRT configuration having the lower number of stations and LRT having the higher number of stations. This analysis was based on traditional station spacing and interactions for each passenger rail service. Both CRT and LRT could also include seasonal stations in the Rail ROW to better accommodate tourist and seasonal activity in the corridor. Although this study considered the number and location of station alternatives, a more detailed study during preliminary engineering and environmental review may consider different alternatives.
- The use of FRA compliant or non-FRA compliant vehicles will be determined in the next phase of the analysis. If non-FRA compliant vehicles are identified for use, then both CRT and LRT could be configured to operate with freight rail in this shared-use corridor only if temporally separated (i.e., freight rail and passenger rail operations will operate at different times of the day). This will require the implementation of Centralized Traffic Control (CTC) or similar signal systems. If FRA compliant vehicles are implemented, then the passenger rail (both CRT and LRT) vehicles can comingle with freight rail in this shared-use corridor and both Centralized Traffic Control (CTC) and Positive Train Control (PTC) would be required.


## Attachment C

- Frequency of service would be established in a future phase of project development and could increase over time as ridership increases. Headway is the number of minutes between each train. Higher frequency (lower headways) for major stops and lower frequency for minor stops could provide the best tradeoff of travel time versus ridership and is a common practice among rail systems. Both CRT and LRT in the TCAA/RNIS analysis considered 30 minute headways during peak periods. CRT had a 60 minute headway for off-peak and LRT continued with a 30 minute frequency all day. The ridership analysis showed that a higher frequency service of 30 minute headways during mid-day served a demand that is not served by 60 minute headways mid-day.
- Daily period of service would be established in a future phase of project development and will likely increase over time as ridership increases. Weekday span evaluated in the TCAA/RNIS was from 6AM to 9PM and 7AM to 10PM for weekend for both CRT and LRT.
- Level platform boarding is a common feature in both CRT and LRT services at each station, no matter the station size in order to provide universal access for all ages and abilities and ease of boarding for travelers with bicycles.
- The CRT and LRT alternatives assume alternative fuel technologies including hydrogen fuel cell, battery or other future clean, or non-fossil fuel technologies without the need for an overhead catenary system. Alternative fuel technologies are advancing rapidly, along with trainsets. Within the next decade, options for clean fuel trainsets will likely expand significantly compared to what is available today.


## BENEFITS OF ELECTRIC PASSENGER RAIL FOR THE LOCALLY PREFERRED

## ALTERNATIVE

The benefits of electric passenger rail for the locally preferred alternative, considering both CRT and LRT, are provided below.

- Provides Faster Travel Times and Greater Travel Time Reliability. Passenger rail with CRT and LRT by utilizing a dedicated guideway for the entire distance between Santa Cruz and Pajaro provides the fastest travel times and greatest level of travel time reliability compared to the other alternatives.
- Reduces Auto Vehicle Miles Traveled and Greenhouse Gas Emissions. As transit ridership increases, auto vehicle miles traveled will decrease. Rail ridership combined with the longer average trip distances on rail transit, provide the greatest reduction in vehicle miles traveled and associated greenhouse gas emissions and criteria pollutants.
- Serves a High Percentage of Disadvantaged Populations in Santa Cruz County. The passenger rail LPA, with both CRT and LRT, includes $91 \%$ of its rail station stops within census tracts identified as transportation disadvantaged populations in the county.
- Provides Regional Rail Network Compatibility. The passenger rail LPA is expected to provide the best regional network integration potential and compatibility with the California State Rail Plan and neighboring Monterey County -regional rail project plans connecting at the future Pajaro Station with only a cross platform transfer to the state rail network. An FRA compliant vehicle provides the potential for a one-seat ride between Santa Cruz and Monterey.
- Provides the Shortest Length of Time to Implement. The schedule for implementing the passenger rail LPA, for both CRT and LRT, will require less time than the other alternatives.
- Assures Continuous Corridor for Transit and Trail. The LPA ensures continuous use of the Rail ROW for its intended purpose, which creates more certainty on preserving the corridor for all uses.
- Provides Greatest Opportunities for Transit-Oriented Development. Fixed-guideway passenger rail services such as those provided by CRT and LRT provide the best opportunities for Transit-Oriented Development (TOD) and future demand for transit ridership compared to the other alternatives.
- Utilizes the Full Rail ROW between Pajaro Station and Westside Santa Cruz. The LPA utilizes the full length of the Rail ROW as a dedicated transit facility that currently has unused capacity.
- Provides More Funding Sources Available for Passenger Rail. As presented in Chapter 5, CRT and LRT offer more opportunities to obtain existing and potential future funding than the other alternatives. The State has established a vision of a major expansion of the rail network throughout California as provided in the 2040 California State Rail Plan. The State has committed to provide funding to implement rail projects. Governor Newsom's recent Executive Order (EO N-79-20) directing state agencies to "Build towards an integrated, statewide rail and transit network, consistent with the California State Rail Plan, to provide seamless, affordable multimodal travel options for all" continues with this commitment.
- Will not Impede Existing or Potential Future Freight and Recreational Rail from Using the Corridor. The passenger rail LPA provides the least impact to existing and potential future freight rail operations on the Rail ROW. Freight rail and passenger rail can share the same set of tracks but may require temporal separation if the vehicles are not FRAcompliant. Both CRT and LRT can best accommodate SCBG recreational rail operations to the Boardwalk.
- Provides Greater Flexibility to Allocate Space for Seats, Bicycles, and Mobility Devices based on Need. CRT and LRT have greater capacity to tailor the rail vehicles to meet local needs for seating, bicycle storage and mobility devices. Vehicle design that can be flexible to accommodate a range of seating, bicycle capacity and mobility devices will provide the greatest benefit.
- Provides Ability to Have Level Boarding at all Stations. Both CRT and LRT can accommodate level boarding at all stations providing universal access for all ages and abilities.
- Assures Energy Efficiency per Passenger Capacity Mile. As technology advances for each of the four alternatives, the options for delivering greater energy efficient solutions will be explored and further defined. The passenger rail LPA provides similar energy efficiencies per passenger mile as the other alternatives. As electrification of rail vehicles advance, there will be more options for zero-emission trainsets.

Attachment D


Milestone 3 - Performance Measure Results \& Proposed Locally Preferred Alternative


METRO Board Meeting


Attachment D
Agenda

I. | Purpose |
| :--- |
| a. Provide input on: |
| i. Performance Measure Results |
| ii. Proposed Locally Preferred Alternative |

II. Overview of Four Alternatives Evaluated
III. Performance Measure Results
IV. Proposed Locally Preferred Alternative
V. Stakeholder Outreach
VI. Schedule

Attachment D
Purpose

- Milestone 1. Identify Goals, Screening Criteria, Performance Measures
- Milestone 2. Initial High-Level Screening
o Narrow the universe of alternatives to a short list
o Four alternatives moving forward - BRT, Commuter Rail, Light Rail, Autonomous
$\quad$ Road "Train"
- Milestone 3. Value Engineering
o Determine alignment and service plans based on travel time, ridership, and
costs for 4 alternatives
- Milestone 3. Detailed Performance Evaluations
o Compare performance of the 4 alternatives
o Propose Locally Preferred Alternative

12D. 3


Attachment D


Attachment D

## Arterial \& Right-of-Way Bus Rapid Transit (BRT)



* Least reliable \& longer travel times
* Utilizes less than 7 miles of rail ROW
* Incompatible with freight where BRT is on ROW
* Eliminates Roaring Camp connection to regional
* Eliminates Roaring Camp connection to regional rail network
* Level boarding platforms less likely for stops on road network * Limited capacity for bicycle \& mobility devices * Requires transfer to regional rail network
* Limited Transit-oriented Development potential

Attachment D


Attachment D

CHARACTERISTICS:
 * Operating on fixed rails with multiple individually-propelled cars * Higher ridership capacity \& longer distance between stops * Operates on single track with rail sidings for two-way travel up to $30-60 \mathrm{mph}$ - Potential Positive Train Control and Centralized Traffic Control or similar signal system

> * Less resilience to climate change impacts
> * Lower ridership estimates than BRT and LRT
> * Higher costs (capital, operations
\& maintenance)

$$
\begin{aligned}
& \text { 91\% of stations are within disadvantaged } \\
& \text { communities } \\
& \text { Flexible designs for seats, bicycles \& } \\
& \text { mobility devices based on need } \\
& \text { \& Level boarding platforms at all stations } \\
& \text { More energy efficient per passenger mile }
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* Assures continuous transportation corridor * More funding potential Less resilience to climate change impacts


#### Abstract

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Attachment D


Attachment D
Electric Light Rail (LRT)


## CHARACTERISTICS:

* Passenger rail service with electric propulsion (hydrogen fuel cell, battery)
* Operating on fixed rails with single or multiple individually-propelled cars
* Less ridership capacity
* Operates on single track with rail sidings for two-way travel up to $30-60 \mathrm{mph}$
* Potential Centralized Traffic Control or similar signal system

> CONS
> Higher costs (capital, operations
> * Lower ridership estimates than BRT
> * Less resilience to climate change impacts * May require transfer to connect with regional rail network

[^4]Attachment D


Attachment D
Autonomous Road "Train" (ART)


## PROS

* Strong transit ridership potential * Supports greenhouse gas emission reduction goals * Greater ability to adapt to new technologies * Supports transit-oriented development
* $92 \%$ of stations are within disadvantaged communities
* Flexible design for seats, bicycles \& mobility devices based on need
* Level boarding platforms at all stations

Attachment D
Proposed Locally Preferred Alternative

## Electric Passenger Rail - Commuter Rail (CRT) / Light Rail (LRT)



12D. 13

Attachment D
Proposed Locally Preferred Alternative -
CHARACTERIST/CS
Passenger rail service operating on fixed rails with single or multiple individually-
propelled cars. Operations on a single track with sidings allows for two-way travel.

- Vehicle speeds capable of 30 to 60 mph maximum
- Approximately 11 to 13 stations plus 2 seasonal stations
- If non-FRA compliant vehicle
o Can operate with freight in shared-use corridors only if temporally separated
o Centralized Traffic Control (CTC) or similar signal system only as light rail is temporally
separated from freight operations
If FRA compliant vehicle
o Vehicles can comingle with freight in shared-use corridors
o Centralized Traffic Control (CTC) and Positive Train Control (PTC) is required
Frequency of service - 30 minute headways for major stops, 60 minute headways for minor
stops
- Weekday service span - 6AM to 9PM
- Level platform boarding
- Propulsion type electric - hydrogen fuel cell, battery or other future technology

Attachment D
Proposed Locally Preferred Alternative - BENEFITS

- Faster travel times \& greatest travel time reliability
- Reduces auto vehicle miles traveled and greenhouse gas emissions
- $\quad$ Serves a high percentage of transportation disadvantaged populations in Santa cruz County
- $\quad$ Provides Regional Rail Network Compatibility
- $\quad$ Shortest length of time to implement
- Assures continuous corridor for transit and trail
- Greatest opportunities for transit-oriented development
- Utilizes the full rail right-of-way between Pajaro and Westside Santa Cruz
- More funding sources are available for Passenger Rail
- Does not impede current or potential future freight and recreational rail from using the corridor
- Greater flexibility to allocate space for seats, bicycles, and mobility devices based on need
- $\quad$ Ability to have level boarding at all stations

Attachment D
Schedule

- November 6 to November 27, 2020 - Online Open House/Survey
- November 6 to November 27, 2020 - Draft Report/Locally Preferred Alternative
Comments Received
- November 12, 12-1:30PM - Online Chat Room
- November 18, 6:00-7:30PM - Online Chat Room
- November 19, 2020 - Partner Agency Meeting
- November, 2020 - RTC Advisory Committee Meetings
- December 2020 - Revise Draft Report/Locally Preferred Alternative based on
- stakeholder input
- January 14, 2021 - RTC Meeting, Public Hearing and presentation on Final Draft
- Report and Recommendation on Locally Preferred Alternative
- Locally Preferred Alternative
- April 1, 2021 - RTC Meeting to seek approval on Business Plan

Attachment D
ALTERNATIVE EVALUATION RESULTS

Attachment D

| GOAL: Fiscal Feasibility |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| METRIC: | BRT | CRT | LRT | ART |
| CAPITAL COSTS | \$410,000,000 | \$478,000,000 | \$465,000,000 | \$720,000,000 |
| CAPITAL COST/MILE | \$18,000,000 | \$22,000,000 | \$21,000,000 | \$31,000,000 |
| CAPITAL COST/RIDER/30 YEARS | \$6.40 | \$9.70 | \$8.90 | \$14.60 |
| CAPITAL COST/PASSENGER MILE/30 YEARS | \$1.40 | \$1.20 | \$1.00 | \$1.70 |
| OPERATIONS \& MAINTENANCE (O\&M) COSTS/YEAR | \$19,540,000 | \$25,000,000 | \$25,000,000 | \$28,000,000 |
| O\&M COSTS/MILE/YEAR | \$875,000 | \$1,126,000 | \$1,106,000 | \$1,217,000 |
| O\&M COST/RIDER | \$9.20 | \$15.20 | \$14.3 | \$17.00 |
| O\&M COST/PASSENGER MILE | \$1.20 | \$2.10 | \$1.90 | \$2.20 |
| \% FUNDING LIIEELY FROM EXISTING SOURCES | 64\% | 59\% | 61\% | 36\% |
| FUNDING LIKELY FROM POTENTIAL FUTURE SOURCES | While difficult to predict what future funding sour and transit network, consistent with the California | ill be available for each alternative, Governor Newso Rail Plan, to provide seamless, affordable multimod | recent Executive Order (EO N-79-20) directs state ravel options for all." Future funding is likely to incr | cies to "build toward an integrated, statewide rail for each alternative, but unknown to what extent. |
|  | $\$ 380 \mathrm{M}$ additional funding sources (local or other) needed to provide extra capital and operations \& maintenance funds to fully fund project for 25 years | $\$ 530 \mathrm{M}$ additional funding sources (local or other) needed to provide extra capital and operations \& maintenance funds to fully fund project for 25 years | $\$ 510 \mathrm{M}$ additional funding sources (local or other) needed to provide extra capital and operations \& maintenance funds to fully fund project for 25 years | $\$ 910 \mathrm{M}$ additional funding sources (local or other) needed to provide extra capital and operations \& maintenance funds to fully fund project for 25 years |
| GOAL: Well-integrated transportation system that supports economic vitality |  |  |  |  |
| WILL THE PROJECT INCREASE DEVELOPMENT ALONG THE CORRIDOR? | Likely to increase transit-oriented development (TOD) in segments along rail ROW where BRT guideway is built, less likely where BRT runs on roadway network | More likely to generate TOD on entire route | More likely to generate TOD on entire route | More likely to generate TOD on majority of route |
| TOTAL NUMBER OF JOBS (DIRECT \& INDIRECT) GENERATED THROUGH CONSTRUCTION IN THE NEAR TERM | 4,100 | 5,100 | 4,900 | 7,400 |
| TOTAL NUMBER OF JOBS (DIRECT \& INDIRECT) GENERATED LONGER TERM THROUGH O\&M ACTIVITY | 210 | 270 | 270 | 300 |
| IMPACTS ON FREIGHT RAIL OPERATIONS | - Assumes freight rail can only be accommodated between Pajaro up to Park Ave. at Coronado St. in Capitola <br> - Converts railway to a paved guideway between Park Ave. in Capitola \& Natural Bridges Dr. <br> - Freight would need to be abandoned north of Park Ave. | - Allows freight \& passenger rail to comingle with positive train control <br> - Passenger rail frequency may make it more challenging to run freight at same time as passenger rail, but can be accommodated <br> - Freight rail can also run outside of passenger service hours | - Can run with or without FRA-compliant vehicle <br> - With: freight impact same as CRT <br> - Without: freight cannot comingle with passenger rail \& required to be temporally separated | - Assumes freight rail can only be accommodated within Watsonville up to Lee Rd. <br> - Converts railway to a paved guideway between Lee Rd. in Watsonville \& Natural Bridges Dr. in Santa Cruz <br> - Freight rail would need to be abandoned north of Lee Rd. |

## Attachment D




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## Attachment D

| GOAL：Offers reliable \＆efficient transportation choices that serve the most people |  |  |  |
| :---: | :---: | :---: | :---: |
| BRT | CRT | LRT | ART |
| 90 | 45 | 55 | 62 |
| 60 | 60 | 60 | 60 |
| 30 | 30 | 30 | 30 |
| 35 | 35 | 35 | 35 |
| 61 | 61 | 61 | 61 |
| － 34 grade crossings（ 26 public／8 private） <br> －Assumes appropriate active warning devices， traffic signal interconnects \＆improved sight distances | － 70 grade crossings（41 public／29 private） <br> －Assumes appropriate active warning devices， traffic signal interconnects，quiet zones \＆ improved sight distances | － 70 grade crossings（41 public／29 private） <br> －Assumes appropriate active warning devices， traffic signal interconnects，quiet zones \＆ improved sight distances | － 62 grade crossings（ 35 public／27 private） <br> －Assumes an appropriate active warning devices，traffic signal interconnects，quie $\$$ zones \＆improved sight distances |
| 60 | 90 | 75 | $75$ |
| －Would connect with planned regional \＆ intercity rail service at Pajaro Station via a transfer from BRT to rail | －Would connect to proposed intercity rail service at Pajaro via a cross－platfrom transfer for access to Gilroy，planned High Speed Rail line plus Salinas \＆destinations south <br> －An FRA－compliant vehicle would allow ＂one－seat＂ride on proposed regional service between Santa Cruz \＆Monterey | －Would connect to proposed intercity rail service at Pajaro via a cross－platfrom transfer for access to Gilroy，planned High Speed Rail line plus Salinas \＆destinations south <br> －A non－FRA－compliant vehicle would require separate set of tracks into Pajaro station \＆ cross platform transfer to regional service to Monterey． <br> －If FRA－compliant vehicle，connection would be same as CRT | －On Santa Cruz Branch Rail Line would nert transfer to local bus service at Lee Rd．P transfer from bus to regional \＆intercity service at Pajaro Station |

TRANSIT TRAVEL TIME DURING PEAK PERIODS Average end－to－end Travel Time in minutes
（includes station dwell time）
AUTO TRAVEL TIME ON HWY 1 NB A．M．PEAK（MINS）
AUTO TRAVEL TIME ON HWY 1 SB A．M．PEAK（MINS）
（SNIW）TiVヨd W＇d gN L AMH NO ヨWIL 7ヨAVAL OLIV
AUTO TRAVEL TIME ON HWY 1 SB P．M．PEAK（MINS） NUMBER OF AT－GRADE CROSSINGS \＆
MITIGATION MEASURES
IMPACTS AT GRADE CROSSINGS－ESTIMATED
SIGNAL GATE DOWN TIME EACH TIME
TRANSIT PASSES GRADE CROSSING
（SECONDS）

## REGIONAL CONNECTIVITY

12D． 22
ART
78

- Highest travel time reliability due to traveling
nearly exclusively on dedicated facility
- Delays may occur for travelers using bus
connector service at Lee Rd. Station to
downtown Watsonville \& Pajaro Station due
to mixed traffic operations
- Could utilize bus priority system designs (i.e.
queue jumps \& signal priority) at many of
the 3.2 miles of local road intersections to
provide travel time reliability benefits
Attachment D provide travel time reliability benefit

| GOAL: Promotes a healthier environment |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Will project substantially increase transit ridership? |  |  |  |  |  |
| METRIC: | BRT | CRT | LRT | ART |  |
| WEEKDAY TRANSIT RIDERSHIP IN CORRIDOR IN 2040 (DAILY) | 6,650 | 5,150 | 5,450 | 5,150 |  |
| WEEKDAY TRANSIT RIDERSHIP IN CORRIDOR IN 2040 - CONSIDERS FUTURE GENERAL PLAN UPDATES (DAILY) | 7,650 | 7,150 | 7,300 | 7,000 |  |
| WEEKDAY TRANSIT RIDERSHIP IN CORRIDOR IN 2040 - ASSUMES 10\% ADDITIONAL RIDERSHIP DUE TO TRANSIT ORIENTED DEVELOPMENTS ONCE TRANSIT FACILITY IS OPERATIONAL (DAILY) | 8,400 | 7,900 | 8,000 | 7,700 |  |
| WEEKEND TRANSIT RIDERSHIP IN CORRIDOR LOCAL/REGIONAL TRIPS IN 2040 (DAILY) | 3,400 | 2,800 | 3,000 | 2,800 | $\xrightarrow{7}$ |
| COUNTYWIDE TRANSIT RIDERSHIP (DAILY) | 37,500 | 34,500 | 34,300 | 34,100 | ? |
| TRANSIT PASSENGER CAPACITY/3-HOUR PEAK PERIOD | 1,440 | 2,700 | 2,650 | 2,650 | $\frac{1}{2}$ |
| Does project support the goal of minimizing emissions? How long will the project take to implement? |  |  |  |  |  |
| AUTO VEHICLE MILES TRAVELED REDUCED/DAY | -16,280 | -20,490 | -22,020 | -20,650 | J |
| REDUCTION IN GREENHOUSE GAS EMISSIONS IN ANNUAL METRIC TONS IN YEAR 2040 | 3.00 | 3.78 | 4.06 | 3.78 |  |
| LENGTH OF TIME TO IMPLEMENT (IN YEARS) <br> High level planning estimates without details for the final design, funding plan, construction schedules, etc. | 15-17 | 11-13 | 11-13 | 20-24 |  |
| CRITERIA POLLUTANTS - IN ANNUAL METRIC TONS IN YEAR 2040 | 0.0070 | 0.0088 | 0.0094 | 0.0088 |  |
| Will project adapt to climate change? |  |  |  |  |  |
| CLIMATE CHANGE RESILIENCY <br> Length of alignment with potential for coastal erosion impacts due to 88 cm sea level rise with 100 year storm event (miles) | 0.57 | 1.85 | 1.85 | 1.85 |  |



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## VERBAL PRESENTATION

## METRO ADVISORY COMMITTEE (MAC) SEMI-ANNUAL REPORT

Veronica Elsea, MAC Chair
13.1

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## COVID-19 TRANSIT FISCAL CRISIS ORAL REPORT

## Alex Clifford

14.1

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# VERBAL PRESENTATION 

## CEO UPDATE

Alex Clifford
15.1

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DATE: November 20, 2020
TO: Board of Directors
FROM: Angela Aitken, Chief Financial Officer


SUBJECT: ACCEPT AND FILE THE YEAR TO DATE KEY PERFORMANCE INDICATORS (KPI) REPORT FOR QUARTER ONE OF FY21 AS OF SEPTEMBER 30, 2020

## I. RECOMMENDED ACTION

## That the Board of Directors accept and file the Year to Date Quarterly KPI

 Report as of September 30, 2020
## II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) has established common Key Performance Indicators (KPIs).
- METRO's KPI Report is prepared quarterly in order to inform the Board of Directors regarding METRO's financial and operational performance.
- Staff recommends that the Board of Directors accept and file the attached report.


## III. DISCUSSION/BACKGROUND

METRO has established common Key Performance Indicators (KPIs) to ensure that the organization is constantly monitoring and improving its performance. The KPIs are a set of quantifiable measures that the agency can utilize to gauge its performance and determine if it is meeting its strategic and operational goals. Additionally, they would allow METRO to make data-driven decisions and work towards achieving its objectives by leveraging verified and carefully analyzed data, ultimately providing an improved service to our community.

The succeeding information will be discussed in further detail in Attachment A. KPIs are reported for five categories:

## Financial Performance (Angela Aitken)

Financial Performance KPIs evaluate how efficiently agencies use resources to meet travel demand within their budget constraints. Financial Performance measures are the most widely used measures for transit agencies, due in part to National Transit Database reporting requirements, which require transit agencies to annually report data on measures such as farebox recovery ratio and cost per revenue service hour.

METRO's Farebox Recovery Ratio for the past three fiscal years and FY21 Quarter 1 (July, August and September) is presented on page 1 of Attachment A and demonstrates the ratio of passenger fares to total operating costs. The Farebox Recovery Ratio is an indication of how much of a transit agency's costs are covered by passenger fares and provides insight to the amount of nonpassenger revenue (subsidy) needed to cover costs. Additionally, it allows the agency to compare cost-effectiveness within its own service.

System Farebox Ratios, Fixed Route Farebox Ratios and Highway 17 Farebox Ratios for FY19, FY20 and FY21 YTD are presented on page 1 of Attachment A and clearly depict the decline in all three categories as a result of the global pandemic.

Fixed Route and Commuter Cost per Revenue Service Hour KPIs, presented on page 2 of Attachment A, depict the cost per hour of service and are measured to ensure that transit services are delivered efficiently through effectively tracking and minimizing costs. Significant increases in Quarter 4 (Q4) of FY20 and Quarter 1 (Q1) of FY21 are directly related to the global pandemic and the resulting cuts in revenue service hours, while the level of operating expenses are relatively stable. As revenue service hours increase, the measures of cost per hour of service will stabilize. The spike in July of FY21 is due to the PERS Unfunded Accrued Liability pre-payment of $\$ 4.4 \mathrm{M}$. The same pattern in present in the ParaCruz Cost per, also on page 2 of Attachment $A$.
(All Financial Performance reports include actual financial data for July and August, and Preliminary data for September 2020)

## Productivity (John Urgo)

Performance measures presented in this category are indicators of productivity and provide valuable insights regarding type of ridership; locations and route productivity, as well as seasonal fluctuations in ridership and routes.

Currently, all Productivity metrics reflect the plummet in ridership in Q4 of FY20 as a result of the pandemic. As shelter-in-place has ended and Santa Cruz County is opening up again, METRO's ridership is slowly increasing as seen in metrics for Q1 of FY21. UCSC and Cabrillo ridership, however, has remained low since both institutions continue to utilize online classes for the time being.

The Productivity KPIs listed below are discussed in more details on pages 4 to 8 of Attachment A and clearly depict the dramatic impact of COVID-19 on transit ridership:

- Total Ridership per Hour for FY19, FY20, and FY21 YTD
- Total Ridership for FY19, FY20, and FY21 YTD
- Highway 17 Ridership for FY19, FY20, and FY21 YTD
- UCSC Ridership for FY19, FY20, and FY21 YTD
- Cabrillo Ridership for FY19, FY20, and FY21 YTD
- Local Ridership for FY19, FY20, and FY21 YTD
- FY21 Total Ridership by Route YTD
- FY21 Total Average Passengers per Hour by Route YTD

Risk Management \& Safety (Rufus Francis)
Safety KPIs aid safety teams in tracking and determining progress on specific objectives and evaluate protocols. Safety performance is commonly tracked at transit agencies for NTD reporting and OSHA requirements.

METRO's Traffic Accidents for the past three fiscal years are presented on page 8 of Attachment A. Traffic accidents are tracked by a variety of causes, including the location on the street and what kind of object the accident was with.

METRO's Passenger Incidents for the past three fiscal years are presented on page 8 of Attachment A. Passenger Incidents are recorded by what period of the trip the incident occurred, while boarding the bus, while on board the bus, or while descending the bus.

Currently, both Traffic Accidents and Passenger Incidents are reporting low numbers for Q1 of FY21. While METRO's safety protocols are consistently improving, the decrease in Traffic Accidents and Passenger Incidents is likely in part due to the lower volume of trips.

- Traffic Accidents for FY19, FY20, and FY21 YTD are presented on page 9 of Attachment A
- Passenger Incidents for FY19, FY20, and FY21 YTD are presented on page 10 of Attachment A


## Reliability (Eddie Benson)

Reliability KPIs assess the quality of the agency's vehicles and help fleet maintenance staff to run the department as efficiently as possible.

The Mean Distance between Chargeable Road Calls is a transit industry standard that measures the mechanical reliability of an agency's fleet by tracking the mean distance between bus breakdowns or failures. It is an important measure of the success of the agency's maintenance department and the investment in newer busses, which are less prone to maintenance issues. Additional definitions, information pertaining to KPIs listed below, as well as implemented steps to improve performance are presented on pages 9, 10 and 11 of Attachment A.

Currently, mean miles between chargeable road calls has been improving in Q1 of FY21 for both Fixed Route (Local) and Highway 17. This is due to the fact that mileage has increased while the number of road calls has maintained relatively the same, so the overall mileage between chargeable road calls has improved. For ParaCruz, miles between chargeable road calls has been declining. This is due to cut mileage starting in April of FY20 as a result of the shelter-in-place. The number of miles were reduced nearly in half, while the number of road calls remained the same, resulting in a decrease of mean miles between chargeable road calls in Q4 of FY20 and into Q1 of FY21.

- Mean Miles Between Chargeable Road Calls for FY19, FY20 and FY21 YTD - Fixed Route
- Mean Miles Between Chargeable Road Calls for FY19, FY20 and FY21 YTD - Highway 17
- Mean Miles Between Chargeable Road Calls for FY19, FY20 and FY21 YTD - ParaCruz


## Dependability (Margo Ross)

Service Dependability measures evaluate the quality of passenger's day-to-day experiences using transit, such as service reliability. Additionally, they allow agencies to pinpoint the key reasons behind cancelled trips, such as lack of manpower, road calls, traffic accidents, and traffic congestion, and embark on corrective actions.

In Q1 of FY21 the majority of cancelled trips were in August and located in the San Lorenzo Valley due to road closures as a result of the CZU Lightening Complex Fire. Other cancelled trips in the Cabrillo and South County region can be explained with restricted overtime for Bus Operators and a lack of personnel.

The following Dependability KPIs are depicted and discussed in more details on page 12 of Attachment A.

- Cancelled Trips by Region for Q1 FY21
- Cancelled Trips by Cause for Q1 FY21


## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to METRO's Financial Stability, Stewardship \& Accountability and will assist in management's effort to continuously improve the performance of the agency.

## V. FINANCIAL CONSIDERATIONS/IMPACT

None.

## VI. CHANGES FROM COMMITTEE

None. On November 13, 2020, the Finance, Budget and Audit Standing Committee met to review this information. The Committee recommended the full Board accept and file this report.

## VII. ALTERNATIVES CONSIDERED

- There are no alternatives to consider, as this is an accept and file KPI Report as of September 30, 2020
VIII. ATTACHMENTS

Attachment A: KPI Report as of September 30, 2020
Attachment B: KPI Presentation as of September 30, 2020

Prepared by: Caitlin Nelson, Financial Analyst

## IX. APPROVALS

Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


## I. Financial Performance



Above we have Santa Cruz Metropolitan Transit District’s (METRO) System Farebox Recovery Ratio over the past three fiscal years. Our Farebox Recovery Ratio demonstrates the ratio of passenger fares to total operating costs.

The Farebox Recovery Ratio is an indication of how much of a transit agency's costs are covered by passenger fares and provides insight to the amount of non-passenger revenue (subsidy) needed to cover costs. Additionally, it allows the agency to compare cost-effectiveness within its own service.

Our Fare Box Recovery Ratio has been slowly increasing in Q1 of FY21 since METRO resumed fare collection on June 15, 2020. Major factors affecting year-over-year performance is the loss of in-person classes at UCSC and Cabrillo. Year-to-date lost revenue from these institutions is approximately $\$ 742 \mathrm{~K}$.

## Attachment A

KPI Report as of September 30, 2020


Above is METRO's Fixed Route and Commuter Cost/Revenue Service Hours (RSH). The cost per RSH shows the cost per hour of service. The significant increase in July 2020 (FY21) is due to the PERS UAL pre-payment of $\$ 4.4 \mathrm{M}$. This payment was made in one month instead of being spread out over 12 months. In FY20 and FY21 cost per RSH increased due to reduced service hours during shelter-in-place, while expenses remained relatively fixed.


Above is ParaCruz's cost per trip. In July 2020 (FY21) there was a spike in costs due to the PERS UAL pre-payment of $\$ 4.4 \mathrm{M}$. This payment was made in one month instead of distributed over 12 months. In FY20 and FY21 cost per trip increased due to reduced trips during shelter-inplace, while expenses remained relatively fixed.

## Attachment A

KPI Report as of September 30, 2020

## II. Productivity



Above is a breakdown of METRO's Passenger per Hour. This is a measure of productivity. Ideally, productivity would be 30 or more passengers per hour; however, METRO provides rural and intercity service and traditionally these types of service operate at a lower level of productivity.


The graph above depicts METRO's total ridership throughout each month. The seasonal trends of ridership related to school term service and holidays can be seen in the changes from month to month. The effects of COVID-19 are reflected in the dramatic drop in ridership in Q4 of FY20 and has been slowly increasing in Q1 of FY21.

## Attachment A

KPI Report as of September 30, 2020

The next four graphs breakdown the different areas of METRO’s Ridership: Highway 17 Commuter Ridership, UC Santa Cruz Ridership, Cabrillo Ridership and all other Non-Student patrons.


Highway 17's Ridership took a sharp decline in Q4 of FY20 due to COVID-19 and has slowly been increasing in Q1 of FY21.


UCSC's Ridership decreased significantly throughout Q4 of FY20. On March 11, 2020 UCSC switched to online classes due to COVID-19. UCSC ridership has stayed low since online classes.

Attachment A
KPI Report as of September 30, 2020


Similar to USCS, Cabrillo’s Ridership decreased throughout Q4 of FY20 after changing to online classes on March 16, 2020 because of COVID-19. Cabrillo's ridership has stayed low in Q1 of FY21.


This graph also reflects a decrease in Q4 of FY20 because of COVID-19, and a slow yet steady increase in ridership for Q1 of FY21.

Attachment A
KPI Report as of September 30, 2020


Above is METRO’s total Ridership delineated by Route for FY21 YTD. This combines the estimated total number of boarding's for each route during the Fiscal Year.

Attachment A
KPI Report as of September 30, 2020


Above is the total annual average Passengers per Hour displayed by Route. This shows the productivity of each route as measured by passengers per hour. This ratio levels the playing field for METRO's smaller Local and Rural Routes which do not have as many Service Hours compared to the larger, high-volume UCSC Routes. Intercity routes often have lower passengers per hour outcome because they have fewer stops.

# Attachment A <br> KPI Report as of September 30, 2020 

## III. Risk Management \& Safety



Traffic Collisions are broken down into different categories: in loading zones, in intersections, between intersections, with bicycles, with pedestrians, with other agency vehicles, with the rear of the vehicle, and other types of collisions, including with stationary objects. This chart does not represent the final determination of fault (chargeability). In Q1 of FY21 YTD there have been very few traffic accidents, likely in part due to the lower volume of trips.


Passenger Incidents are accidents with METRO passengers either while boarding a bus, on board a bus, or alighting (descending) a bus. Similar to the preceding graph, there are fewer passenger incidents to report of in FY21 YTD, in part due to METRO's decreased service during the pandemic.

# Attachment A <br> KPI Report as of September 30, 2020 

## IV. Reliability

A chargeable road call results from a mechanical failure. NTD defines major mechanical failures as failures that are the result of some mechanical element of the revenue vehicle and impedes the vehicle from completing or starting a scheduled revenue trip because actual movement is limited, or there are safety concerns. Some examples are breakdowns of brakes, doors, engine, cooling systems, steering, axels and/or suspension.

The mileage depicted is how many miles were run for the month divided by the number of Chargeable road calls in the month. This is an indicator of several things, including METRO's maintenance program, age of fleet, state of good repair and fleet failures.


Above is the metric for mean miles between chargeable road calls for METRO’s Fixed Route (Local). Currently mileage is increasing while road calls vary by 1 or 2 so mileage between chargeable road calls has improved in Q1 of FY21.

## Attachment A

KPI Report as of September 30, 2020


Above is the metric for mean miles between chargeable road calls for METRO's Highway 17 commuter route. Commuter buses tend to perform better due to more highway miles, fewer stops, and the newer fleet which has less wear and tear. Similar to Fixed Route, mileage has been increasing while road calls remain relatively the same, so the mean miles between chargeable road calls for Highway 17 has shown improvement in Q1 of FY21.


Above is the metric for mean miles between chargeable road calls for METRO's ParaCruz vehicles. In April of FY20 the overall number of miles ran each month was abruptly cut nearly in half, compared to the number of miles ParaCruz would normally run prior to COVID-19. Since the number of miles decreased while the number of chargeable road calls remained the same, METRO's mean miles between chargeable road calls decreased for ParaCruz in Q4 of FY20 and into Q1 of FY21.

## Attachment A

KPI Report as of September 30, 2020

## V. Dependability

FY21 Cancelled Trips by Region Q1
(July 20 - September 20)


Above are METRO’s cancelled trips separated into four regions: Scotts Valley \& San Lorenzo Valley, Cabrillo \& South County, Highway 17 and Local. In Q1 of FY21 the majority of cancelled trips were in the Scotts Valley \& San Lorenzo Valley due to the CZU Lightening Complex Fire. The cancelled trips in Cabrillo \& South County were a result of restricted overtime for Operators and lack of personnel.


Above are METRO's cancelled trips by different causes. In Q1 of FY21 the majority of cancelled trips were due to poor Road Conditions from the CZU Lightening Complex Fire.

Attachment B



Attachment B


## Performance：

> stared declining in March
> of FY20 due to COVID－19
－As Fare collection resumed in June of FY20 and gained traction，METRO＇s Farebox К！！peəұs sey о！дел Клəлоכə」 increased in Q1 of FY21 －Major factors affecting




## Financial Performance:

| Metrics: | Fixed Route \& Commuter Cost per Revenve Service Mour |
| :--- | :--- |
| (RSH) |  | Current Status: - Cost per Revenue Service Hour (RSH) increased in July FY21 because of the PERS pre-payment for pənגכว pəpunfuก əчł $\qquad$ - In FY20 and FY21 cost per RSH increased due to reduced service hours

 while costs remained
relatively fixed 12 Month
Average $\$ 212$ \$395
N
$\underset{\sim}{+}$
$\star$
$\bullet$

FY21 YTD

FIXED ROUTE + COMMUTER COST/RSH

t0ts
-0วs! 102人

FY19
FY20
Current Status:
 payment for the Unfunded Accrued Liability (UAL) for \$4.4M increased in July FY21 ctively tracking and minimizing In FY20 and FY21 ParaCruz ənp pəseəıכu! d!̣ 」əd łsoכ to reduced trips during shelter-in-place because of the pandemic, while costs remained relatively fixed

$\$ 73$
$\$ 149$
$\$ 254$
FY21 YTD

## :əכueusotrod

## ParaCruz Cost per Trip

The metrics depict the cost per trip and are measured to ensure that transit
 costs.
PARACRUZ COST/TRIP


| Metrics: | ParaCruz Cost per Trip |
| :--- | :--- |
|  <br> Importance: | The metrics depict the cost per trip and are measured to ensure that transit <br> services are delivered efficiently through effectively tracking and minimizing <br> costs. |



FY19
FY20

## samang

Et－2

| Description \＆ | Total Ridership and Ridership per hour are measures of productivity．The <br> Importance： <br> metrics depict seasonal fluctuations in ridership related to holidays，school <br> terms and other．The effects of COVID－19 are seen in Q4 of FY20 and Q1 of <br> FY21． |
| :--- | :--- |

Current Status：
Total Ridership across all routes has decreased due to COVID－19 compared to previous years

Total Ridership／Hour葛范
至曾————䒵 －194

Total Ridership

$■$ FY19－FY20 ■FY21


Current Status：
Total Ridership per hour took a
sharp decline in March and has
been slowly increasing in FY21

16B． 6
amamax


$$
\begin{aligned}
& \text { Current Status: } \\
& \text { In March of FY20 UCSC switched to online } \\
& \text { classes, thus ridership decreased. In Q1 } \\
& \text { of FY21 ridership has slightly increased }
\end{aligned}
$$





Current Status:
Cabrillo ridership has dramatically decreased since the community college started online classes in March of FY20
Proacturer

## Metrics: - Highway 17 Ridership

Description \&
Importance:
Highway 17 Ridership
Current Status:
Highway 11 ridership
plummeted since
March FY20 and has
been slowly increasing
in Q1 of FY21

Proacturux

Current Status:
Local ridership has
been increasing in
Q1 of For21
compared to Q4 of
FY20
 local routes within the county.
Local Ridership
 180,000
160,000
140,000
120,000
100,000
80,000
60,000
40,000
20,000
0
namaxum

| Metrics: | FY21 Passengers per Revenue Service Hour by Route |
| :--- | :--- |
| Description \& | Passengers per Revenue Service Hour (RSH) depicts the overall productivity <br> of each route measured by passengers per hour of service. This ratio of <br> productivity helps the agency focus on poor productivity rates and can <br> Importance: <br> stimulate discussions about frequency of service in urban and semi-urban <br> areas of the county versus geographic coverage. |


$10 \quad$ FY21 Passengers per Revenue Service Hour | Current Status: |
| :--- |
| Traditionally UCSC routes |
| will have higher |
| passenger/RSH, however |
| since COVID-19 and |
| online classes, Intercity |
| routes are showing a |
| higher number of |
| passengers per RSH |


July 1, 2020 - September 30, 2020


| Metrics: |
| :--- |
|  |
| Importance: |
|  |


| Metrics: |
| :--- |
|  |
| Importance: |
|  |

Traffic Accidents

Risk Management \& Safety:

- Traffic Accidents
Current Status:
In Q1 of FY21 there have collision accidents, likely in part due to the lower volume of trips
Risk Management \& Safety:


## Passenger Incidents

Passenger Incidents are accidents with METRO passengers either while boarding a bus, while on board, or alighting (descending) a bus.



On Board




Alighting

- FY19 ■ FY20 ■ FY21

Passenger Incidents

## Passenger Incidents





Boarding
93


Reliability:
Mean Miles Between Chargeable Road calls - Fixed
Route (Local)
revenue trip because actual
s. The mileage depicted is
by the number of
TRO's Fixed Route.
Current Status:

- This is an indicator of METRO's maintenance program, age of fleet, pue ‘ı!edəл рооб до әұедя fleet failures
- Mileage is increasing, ¢ Kq Кıел s॥eว peoд ә!!чм иәәмұәq әбеә!!ш os ؛̨ ıо

 improved in Q1 of FY21 12 Month | 0 |
| :--- |
| 0 |
| 0 |
| 0 |
| 0 |
| 0 |
| 10 |

13,610
13,216
12,346

FY21 YTD
FY19
FY20
FY21


Higher Miles $=$ Positive Indicator


15,000

10,000
0

## Reliability:

Mean Miles Between Chargeable Road Calls - Highway 17
 70,000
60,000
50,000
40,000
30,000
20,000
10,000

ParaCruz
A chargeable road call results from a mechanical failure that impedes the vehicle from completing or starting a scheduled revenue trip because actual movement is limited, or there are safety concerns. The mileage depicted is how many miles were run for the month divided by the number of chargeable road calls. The graph below is for METRO's ParaCruz vehicles. Current Status: In April of FY20 the miles almost in half compared to what ParaCruz would run ıəqunu əцł ‘子nכ əıəм sə!!u sןеэ рео» әqеәблечэ ィо remained the same, which u! puəд s!чł әәs әм Кчм s! ran each month was cut prior to COVID-19. While $\qquad$

Q4 of FY20



| Fiscal |
| :--- | :--- |
| Year |\(\left|\begin{array}{l}1.2 Month <br>


Average\end{array}\right|\)| FY19 | 44,236 |
| :--- | :--- |
| FY20 | 44,374 |
| FY21 YTD | 23,903 |

 70,000
60,000
50,000
40,000
30,000
20,000
10,000

## Dependability:




FY21 Cancelled Trips by Region Q1
(July 20 - September 20)

(July 20 - September 20)

 - Road Conditions


- Scotts Vly \& SLV Cabrillo \& S. County - Local WV - Hwy 17


## Current Status:

- In Q1 of FY21 the majority of cancelled trips were in August resulting Lightening Complex Fire
Cancelled trips in the Cabrillo and South County region were due to result, METRO was unable to fill all open assignments

Attachment B


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DATE: November 20, 2020


FROM: Freddy Rocha, Facilities Maintenance Manager

## SUBJECT: APPROVE THE JUDY K. SOUZA ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PROJECT CLOSEOUT REPORT

## I. RECOMMENDED ACTION

## That the Board of Directors receive and file the Judy K. Souza Project

 Closeout Report
## II. SUMMARY

- At its September 25, 2015 meeting, the Santa Cruz Metropolitan Transit District (METRO) Board of Directors (Board) adopted its first Electric Bus Implementation Strategy authorizing METRO to pursue grant funding to deploy electric buses.
- Between 2016 and 2018, METRO was awarded state funding to procure four additional Zero Emissions buses (ZEBs): two through the Low Carbon Emission Operations Program (LCTOP) and two through the State Transportation Improvement Program (STIP). These Proterra Battery Electric Buses (BEBs) will arrive at METRO in early 2021.
- METRO was awarded a 2016 Federal Transit Administration (FTA) Low-No Emissions grant for its first three electric buses for use on the Highway 17 Express service
- On August 24, 2018, the Board approved an increase in the "on-call engineering services" with Bowman \& Williams, Inc., which included \$112,650 for the electric vehicle (EV) charging infrastructure design and construction support services.
- On June 28, 2019, the Board authorized the execution of a contract with the Center for Transportation and the Environment (CTE), which included $\$ 59,500$ for assistance in the deployment of METRO's first four ZEBs.
- On June 28, 2019, the Board approved METRO's roadmap for the implementation of a ZEB charging infrastructure, which estimated the cost of the infrastructure at $\$ 912,150$.
- At its August 23, 2019 meeting, the Board ratified the execution of a contract with Central Electric Company to install electric vehicle charging infrastructure at Judy K. Souza facility, not to exceed $\$ 646,496$.
- At its November 15, 2019 meeting, the Board approved a new capital projects list that included an additional $\$ 300,000$ for the completion of the JKS YardCharging infrastructure, taking the new revised estimate for the project to \$1,271,650.
- Funding for this project is from a combination of the 2016 Federal Section 5339(c) Low-No Grant, Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA), FY18 the California Transportation Commission (CTC) STIP, FY17 and FY19 LCTOP, Capital Cash Reserves and one-time FY19 carryover.
- At Its January 24,2020 meeting, the Board approved the creation of a Life of Project (LOP) budget and the proposed expenditure plan for the JKS EV charging infrastructure project in the amount of \$1,271,650
- METRO spent a total of $\$ 1,084,918$ to complete the EV infrastructure at JKS for four electric buses.
- The remaining funds of $\$ 262,500$ from FY19 One-time Carry over funds will return to Capital Reserves.


## III. DISCUSSION/BACKGROUND

At its September 25, 2015 meeting, the Board authorized METRO to begin pursuing grant funding to deploy electric buses and adopted its first Electric Bus Implementation Strategy, which documented a favorable technological, regulatory, operating and financial environment for ZEB deployment, and proposes a timeline to implement ZEBs incrementally.

At its May 19, 2017 meeting, the Board adopted a resolution setting a goal of 2040 to attain a $100 \%$ ZEB fleet and phasing out the purchase of Compressed Natural Gas (CNG) buses after 2030. Subsequent to this, METRO was awarded a 2016 FTA Low-No Emissions grant for its first three electric buses for use on the Highway 17 Express service. The buses originally selected were not able to achieve "over the hill" operating requirements due to limited battery life. The FTA has given METRO permission to purchase ZEB buses that will meet METRO's operating requirements. Furthermore, between 2016 and 2018, METRO was awarded state funding to procure four additional ZEB buses: two through the LCTOP and two through the State Transportation Improvement Program. These Proterra ZEBs will arrive at METRO in early 2021.

The imminent delivery of four ZEBs has led to METRO creating a detailed roadmap for implementation of a charging infrastructure required to support the operation of these new ZEBs in 2021.
Implementation of the ZEB charging infrastructure program involved a number of facilities and a staged implementation plan.

- On June 28, 2019, the Board approved METRO's roadmap for the implementation of a ZEB charging infrastructure, which estimated the cost of the infrastructure at $\$ 912,150$.
- At its November 15, 2019 meeting, the Board approved a new capital projects list that included an additional \$300,000 for the completion of the JKS YardCharging infrastructure, taking the new revised estimate for the project to \$1,271,650.
- At its January 24,2020 meeting, the Board approved the creation of a LOP budget and the proposed expenditure plan for the JKS EV charging infrastructure project in the amount of \$1,271,650

METRO used multiple funding sources to fund the implementation of initial charging ports for four buses at the JKS.

- FTA FY16 Low-No and PTMISEA grant funds: On August 24, 2018, the Board approved an increase in the "on-call engineering services" with Bowman \& Williams, Inc., which included \$112,650 for the EV charging infrastructure design and construction support services, using FTA FY16 Low-No and PTMISEA grant funds.
- Operating \& Capital Reserve Fund: On June 28, 2019, the Board authorized the execution of a contract with the Center for CTE, which included \$59,500 for assistance in the deployment of METRO's first four ZEBs.
- FY19 LCTOP: At its August 23, 2019 meeting, the Board ratified the execution of a contract with CEC to install electric vehicle charging infrastructure at JKS, not to exceed $\$ 646,496$, utilizing FY19 LCTOP fund.
- FY19 One-time Carry over funds: At its November 15, 2019 meeting, the Board approved a new capital projects list that included an additional $\$ 300,000$ for the completion of the JKS Yard-Charging infrastructure, taking the new revised estimate for the project to $\$ 1,271,650$.
- As of November 3, 2020, METRO has spent a total of $\$ 855,998$ on the project from the total available funds of $\$ 1,271,650$. The remaining funds of $\$ 262,500$ from FY19 One-time Carry over funds will return to Capital Reserves for a Level 2 EV Charging Project that will be presented to the Board of Directors in 2021.
- Going forward: METRO will test the four Proterra buses for the next few years and order and test three Highway 17 over-the-road electric buses and, at the same time, explore a possible 2022 Low-No Grant application for some number of fuel cell electric buses to operate and compare against the ZEBs. Between now and the first CARB ICT purchase threshold of January 2026, METRO will continue to purchase CNG buses. Later, after reviewing the
comparisons of battery electric buses and hydrogen fuel cell electric buses, METRO will determine which technology is the best fit for purchases starting in 2026.
- Finally, in preparation for the purchase of three electric Highway 17 over-theroad coaches, METRO will use some of the 2016 Low-No Grant funds to add three additional charging pedestals to the current charging facility.

Table 1: JKS charging infrastructure End of Project Budget Expenditure

| Line <br> Item\# | Project \# | Activities | Funding Source | Expended Life to Date <br> (Through 11/3/2020) | Remaining Balance |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | 19-0037 | Design \& Engineering | FTA FY16 Low-No | \$95,627 | \$0 |
|  |  |  | PTMISEA | \$16,875 |  |
| 2 | 19-0026 | Equip Install 4 Charging Stations | FY18 CTC STIP | \$144,210* | \$0 |
|  | 19-0038 | Equip Install 4 Charging Stations | FY16/17 LCTOP | \$144,210* |  |
| 3 | 19-0040 | PG\&E Transformer Special Fee | FY19 LCTOP | \$52,712 | \$0 |
| 4 | 19-0040 | Construction | FY19 LCTOP | \$593,784 | \$0 |
| 6 | 19-0041 | Project Contingency | FY19 One-Time Carryover Funding | \$37,500 | \$262,500 |
| Total |  |  |  | \$1,084,918 | \$262,500 |

*Charging stations cost was included in the bus purchase.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

Completion of the Charging Infrastructure addresses Strategic Plan Priority \#3, Service Quality and Delivery of the Strategic Business Plan, by the addition of the Watsonville Circulator.

Charging infrastructure addresses Strategic Plan Priority \#6, State of Good Repair of the Strategic Business Plan, for the deployment of our first four electric vehicles.

## V. FINANCIAL CONSIDERATIONSIIMPACT

Funding for this project is currently available from various identified sources.

Table 1 of this report reflects the JKS Charging Infrastructure End of Project Expenditure. The Project Manager is responsible for budgeting the appropriate capital amount in the budget during the life of the project.

## VI. ALTERNATIVES CONSIDERED

The Board could choose to not approve this recommendation and instead leave the charging infrastructure project open. This alternative is not recommended since this project is in need of closure and reassigning of remaining funds to future projects.

## VII. ATTACHMENTS

Attachment A: Judy K. Souza Electric Vehicle Infrastructure Presentation

Prepared by: Freddy Rocha, Facilities Maintenance Manager Wondimu Mengistu, Grants/Legislative Analyst

November 20, 2020
Page 6 of 6

## VIII. APPROVALS

Freddy Rocha, Facilities Maintenance Manager

Approved as to fiscal impact: Angela Aitken, CFO


Alex Clifford, CEO/General Manager


Attachment A


$$
\text { November 20, } 2020
$$

Freddy Rocha, Facilities Maintenance Manager

Attachment A



Attachment A


Attachment A



Attachment A


Attachment A




Attachment A



Attachment A


Attachment A



Attachment A


Attachment A

Attachment A



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    Bunt tscisches whit rov wail bsing ג1IN』WWOS 3HI NIO

[^1]:    ParaCruz Operations Status Report

[^2]:    *In-person Classes
    Suspended, due to COVID-19

    0 * Calendar School Days of SJ SU 0 * Calendar School Days of Cabrillo 0 * Calendar School Days of UCSC

[^3]:    Longevity Pay is based only on length of service.

    * Position added and adopted by the Board on 11-20-2020

[^4]:    PROS

    * $92 \%$ of stations are within
    disadvantaged communities
    * Does not impede other rail use within corridor (current or future)
    * Flexible design for seats, bicycles \& mobility devices based on need
    * Level boarding platforms at all stations
    * More energy efficient per passenger mile
    traveled \& greenhouse gas emissions
     * Strong transit ridership potential * Operates with freight in shared-use corridor (may need temporal separation) * Supports transit-oriented development * Shortest implementation time
    * Assures continuous transportation corridor

