

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS AGENDA REGULAR MEETING JUNE 25, 2021 – 9:00 AM

DUE TO COVID-19, THE JUNE 25, 2021 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-210-20, 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 <u>at this link</u> and following the instructions or by calling 1-669-900-9128 Meeting ID 841 0216 3393

Public comment may be submitted via email to <a href="mailto-boardinquiries@scmtd.com">boardinquiries@scmtd.com</a>. 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 Jimmy Dutra
Director Aurelio Gonzalez
Director Shebreh Kalantari-Johnson
Director Manu Koenig
Director Donna Lind
Director Bruce McPherson
Director Donna Meyers
Director Larry Pageler
Director Kristen Petersen
Director Dan Rothwell
Director Mike Rotkin
Ex-Officio Director Dan Henderson

Ex-Officio Director Alta Northcutt

Alex Clifford Julie Sherman City of Watsonville
City of Watsonville
City of Santa Cruz
County of Santa Cruz
City of Scotts Valley
County of Santa Cruz
City of Santa Cruz
City of Santa Cruz
County of Santa Cruz
City of Capitola
County of Santa Cruz
County of Santa Cruz
County of Santa Cruz
County of Santa Cruz
Cabrillo College

METRO CEO/General Manager METRO General Counsel

#### TITLE 6 - INTERPRETATION SERVICES / TÍTULO 6 - SERVICIOS DE TRADUCCIÓN

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

#### **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
  - 5.1 May 18, 2021 letter from Congressmember, Anna Eshoo
  - 5.5 June 11, 2021 letter from Congressmember, Anna Eshoo
- 6 LABOR ORGANIZATION COMMUNICATION
- 7 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

#### **CONSENT AGENDA**

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

8.1 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF MAY 2021

Chuck Farmer, CFO

8.2 ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF APRIL 30, 2021

Chuck Farmer, CFO

8.3 ACCEPT AND FILE: MINUTES OF THE MAY 21, 2021 BOARD OF DIRECTORS MEETING, THE JUNE 11, 2021 FINANCE, BUDGET, & AUDIT STANDING COMMITTEE MEETING & THE JUNE 11, 2021 CAPITAL PROJECTS STANDING COMMITTEE MEETING

Alex Clifford, CEO/General Manager

8.4 ACCEPT AND FILE: QUARTERLY PROCUREMENT REPORT FOR 1<sup>ST</sup> QUARTER OF FY22

Carolee Curtin, Interim Purchasing Manager

8.5 APPROVE: UNCASHED CHECK POLICY

Chuck Farmer, CFO

8.6 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO PLANTE MORAN FOR AN ENTERPRISE RESOURCE PLANNING (ERP) CONSULTANT NOT TO EXCEED \$200,000

Chuck Farmer, CFO

8.7 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 2<sup>ND</sup> AMENDMENT EXTENDING THE CONTRACT WITH HANSON BRIDGETT FOR SEVEN YEARS

Alex Clifford, CEO/General Manager

8.8 APPROVE: RENEWAL OF LIABILITY AND VEHICLE PHYSICAL DAMAGE INSURANCE PROGRAM COVERAGE WITH CALTIP FOR FY22

Curtis Moses, Safety, Security & Risk Management Director

8.9 APPROVE: RECOMMENDED ACTION ON TORT CLAIMS

Curtis Moses, Safety, Security and Risk Management Director

8.10 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A PURCHASE ORDER WITH PROOFPOINT, INC. TO RENEW EMAIL THREAT PROTECTION SUITE SERVICES AND SUPPORT IN THE AMOUNT OF \$101,881.34 FOR A THREE YEAR PERIOD Isaac Holly, IT & ITS Director

8.11 APPROVE: CONSIDER ADOPTING A RESOLUTION TO AUTHORIZE THE CEO TO SUBMIT A GRANT APPLICATION AND EXECUTE AN AGREEMENT TO RECEIVE FEDERAL FUNDS FROM THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM TO DEVELOP A MASTER PLAN FOR THE SOUTH COUNTY ZERO-EMISSIONS OPERATING AND MAINTENANCE FACILITY

Wondimu Mengistu, Grants and Legislative Analyst

8.12 ACCEPT AND FILE: SEMI-ANNUAL REPORT ON THE STATUS OF METRO'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

John Urgo, Planning & Development Director and DBELO

8.13 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A CONTRACT FOR TRANSIT SERVICES WITH CABRILLO COLLEGE John Urgo, Planning & Development Director

8.14 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A FOUR-YEAR EXTENSION AMENDMENT (SEVENTH AMENDMENT) TO THE CONTRACT FOR TRANSIT SERVICES WITH THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ (UCSC)

John Urgo, Planning & Development Director

8.15 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO/GM TO SUBMIT A JOINT APPLICATION WITH THE CITY OF SANTA CRUZ FOR THE INFILL AND

#### INFRASTRUCTURE GRANT (IIG) PROGRAM ON BEHALF OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

John Urgo, Planning & Development Director

- 8.16 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO GALEB PAVING, INC. FOR MAINTENANCE FACILITY SITE IMPROVEMENTS PHASE I Freddy Rocha, Facilities Maintenance Manager
- 8.17 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE

  1) A LEASE AMENDMENT EXTENDING THE LEASE WITH SOQUEL III

  ASSOCIATES FOR THE PARACRUZ FACILITY LOCATED AT 2880 RESEARCH
  PARK DRIVE IN SOQUEL, EXTENDING THE TERM OF THE LEASE; AND,
  2) A CONTRACT WITH SOQUEL III ASSOCIATES NOT TO EXCEED \$487,200

  Margo Ross, Chief Operations Officer
- 8.18 APPROVE: FY22 RENEWAL OF EXCESS WORKERS' COMPENSATION INSURANCE THROUGH PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT (PRISM), FORMERLY KNOWN AS CALIFORNIA STATE ASSOCIATION OF COUNTIES EXCESS INSURANCE AUTHORITY (CSAC EIA) Dawn Crummié, HR Director
- 8.19 APPROVE: CONSIDERATION OF DECLARING VEHICLES AND/OR EQUIPMENT AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION Chuck Farmer, CFO

#### **REGULAR AGENDA**

- 9. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS: PEDRO GUTIERREZ & OSCAR HERRERA (15 years) & JOSE NANEZ (20 years)

  Donna Lind, Board Chair
- 10. RETIREE RESOLUTIONS OF APPRECIATION: BRIAN LAM, WILLIAM McINTYRE & GREG WILLIS

Donna Lind, Board Chair

- 11 ORAL MAC SEMI-ANNUAL REPORT James Von Hendy, MAC Chair
- 12 CEO ORAL REPORT / COVID-19 UPDATE Alex Clifford, CEO/General Manager
- 13 PUBLIC HEARING: FINAL ADOPTION OF SANTA CRUZ METRO'S FY22 AND FY23 BUDGET TO COMMENCE AT 9:00AM OR AS SOON THEREAFTER AS POSSIBLE

Chuck Farmer, CFO

14 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, AUGUST 27, 2021 AT 9:00 AM, VENUE (TELECONFERENCE OR PHYSICAL) TO BE DETERMINED

Donna Lind, Board Chair

#### 15 ADJOURNMENT

Donna Lind, 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.

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### Communications to the Board of Directors



Congress of the United States House of Representatives Washington, D.C. 20515

Anna G. Eshoo Eighteenth District California

May 18, 2021

The Honorable Mike Rotkin, Ph.D., Chairman Santa Cruz Metropolitan Transit District 110 Vernon Street Santa Cruz, California 95060

Dear Chairman Rotkin,

Because Santa Cruz Metro provides important public transportation options in our community, I thought you'd like to know the following.

On April 29<sup>th</sup> I joined House colleagues in writing to the Transportation and Housing Appropriations Subcommittee requesting increased federal funding for Federal Transit Administration's (FTA) Bus and Bus Facility Competitive Grant program, and a copy of the letter is enclosed for you.

As you know so well, public transportation is a lifeline for millions of Americans, connecting them to employment, community resources, medical care, and recreation. Bus services have been chronically underfunded at the federal level, and the COVID-19 pandemic has put even more of a strain on local transit agencies.

I hope this information is helpful to you, and as always, whenever I can be of assistance to you and Santa Cruz Metro, just let me know.

All my best,

Anna G. Eshoo Member of Congress

Enclosure



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### Attachment to May 18, 2021 Letter

# Congress of the United States Washington, DC 20515

April 29, 2021

The Honorable David E. Price Chair Committee on Appropriations Transportation and Housing Subcommittee United States House of Representatives Washington, D.C. 20515 The Honorable Mario Diaz-Balart Ranking Member Committee on Appropriations Transportation and Housing Subcommittee United States House of Representatives Washington, D.C. 20515

Dear Chair Price and Ranking Member Diaz-Balart:

As the Transportation, and Housing and Urban Development Appropriations Subcommittee develops its FY2022 priorities, we encourage you to support a funding increase for the Federal Transit Administration's (FTA) Bus and Bus Facility Competitive Grant program (5339b).

We were pleased to see both the House and Senate prioritize additional bus investments in the FY2021 omnibus. However, authorized funding for bus transit remains 15 percent lower than it was in 2012 due the 57 percent decrease of bus funding in the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21). While some of this funding has been restored in recent years, more funding is needed to bring bus and bus transit agencies to a state of good repair.

According to 2019 National Transit Database (NTD), between 2012 and 2019, fleet size nationwide dropped by more than 16,700 buses, or 24 percent. This reduction in fleet size directly corresponds to the 22 percent reduction in service hours and a 16 percent reduction in ridership. Until the Committee's efforts, bus systems simply did not have the resources to keep buses on the road and were forced to reduce service and eliminate routes.

Similarly, the reduction in federal funds caused bus transit systems to operate old and inefficient buses well past useful life. According to NTD data, the percentage of buses operating past useful life increased 41 percent while buses operating past 15 years increased 82 percent. Between the shrinking and aging bus fleets, Congress has more to do to ensure the safety and efficiency of the nation's bus transit system.

The ongoing COVID-19 pandemic has put a significant strain on local bus transit agencies. While COVID-19 federal relief funding provided a lifeline to keep critical operations online, we know the capital challenges are only going to keep getting worse.

We strongly support a continued increase in federal investment for the FTA's Bus and Bus Facility Competitive Grant Program (5339b) in FY2022. Thank you for your consideration of this important request.

Rick Larsen

Member of Congress

Inch Louses

Sincerely,

Darin LaHood

Member of Congress

Anna G. Eshoo

Member of Congress

# Attachment to May 18, 2021 Letter

#### Bus and Bus Facility Competitive Grant Program FY 2022 List of Signatories

/s/	/s/	/s/
Steve Cohen	Glenn "GT" Thompson	Stacey E. Plaskett
Member of Congress	Member of Congress	Member of Congress
/s/	/s/	/s/
Angie Craig	Gregorio Kilili Camacho Sablan	Adam Smith
Member of Congress	Member of Congress	Member of Congress
/s/	/s/	/s/
Cheri Bustos	Chris Pappas	Gwen S. Moore
Member of Congress	Member of Congress	Member of Congress
/s/	/s/	/s/
Julia Brownley	Jerry McNerney	Danny Davis
Member of Congress	Member of Congress	Member of Congress
/s/	/s/	/s/
Debbie Dingell	Eleanor Holmes Norton	Mark DeSaulnier
Member of Congress	Member of Congress	Member of Congress
/s/	/s/	/s/
Antonio Delgado	Anna Eshoo	Mike Turner
Member of Congress	Member of Congress	Member of Congress
/s/	/s/	/s/
Veronica Escobar	Cindy Axne	Sean Casten
Member of Congress	Member of Congress	Member of Congress
/s/ Joe Neguse Member of Congress	/s/ Suzan DelBene Member of Congress	/s/ Darren Soto Member of Congress
/s/ Barbara Lee	/s/ Joseph D. Morelle	/s/ Joaquin Castro

Member of Congress

Member of Congress

Member of Congress

### Communications to the Board of Directors



Congress of the United States House of Representatives Washington, D.C. 20515

Anna G. Eshoo Eighteenth District California



June 11, 2021

The Honorable Mike Rotkin, Chair Santa Cruz Metropolitan Transit District 110 Vernon Street Santa Cruz, California 95060

Dear Chair Rotkin,

I have good news. On Wednesday, the House Transportation and Infrastructure Committee passed the INVEST in America Act, a bill which reauthorizes federal surface transportation programs and it includes my request for \$505,750 for the Santa Cruz Paratransit Vans Replacement Project.

I'm proud to have secured funding for this important project in the INVEST in America Act which is a key component of President Biden's American Jobs Plan. Now that the Committee has passed the bill, I expect the full House will take it up in the coming weeks. It will also need to pass the Senate before it can be signed into law, after which funding for this project can be made available. There is no further action needed from you at this time, but know that I'm doing everything I can to see that this becomes law so that critical resources for public transit projects in our congressional district and the Bay Area are addressed.

Always my best,

Anna G. Eshoo Member of Congress

cc:

Members, Santa Cruz METRO Board of Directors Mr. Alex Clifford, CEO, Santa Cruz METRO - THIS PAGE INTENTIONALLY LEFT BLANK -

**DATE:** June 25, 2021

**TO:** Board of Directors

FROM: Chuck Farmer, CFO

SUBJECT: ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL

**DETAIL FOR THE MONTH OF MAY 2021** 

#### I. RECOMMENDED ACTION

That the Board of Directors accept and file the preliminary approved Check Journal Detail for the month of May 2021

#### II. SUMMARY

- This staff report provides the Board of Directors (Board) with a preliminary approved Check Journal Detail for the month of May 2021.
- The Finance Department is submitting the check journals for Board acceptance and filing.

#### III. DISCUSSION/BACKGROUND

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

All invoices submitted for the month of May 2021 have been processed, the checks have been issued and signed by the Deputy Finance Director.

#### IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

#### V. FINANCIAL CONSIDERATIONS/IMPACT

The check journals present the invoices paid in May 2021 for Board review, agency disclosure and transparency.

#### VI. CHANGES FROM COMMITTEE

N/A.

#### VII. ALTERNATIVES CONSIDERED

None.

#### **VIII. ATTACHMENTS**

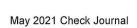
Attachment A: Check Journal Detail for the Month of May 2021

Prepared by: Holly Alcorn, Accounting Specialist

#### IX. APPROVALS

Chuck Farmer, CFO

Alex Clifford, CEO/General Manager



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05/10/21 180.59 002363 BATTERIES F	80.59 002363 BATTERIES		PLUS #314		07339	INV OKDEK/PAKTS MMF BATTERIES FLD TAWA/CABDEW BARMEDE	127.08
05/10/21 43,029.87 909 CLASSIC GRZ	029.87 909 CLASSIC		GRAPHICS	⊣ <del>,                                   </del>	07315 07316 07316	INSTALL ITEMS PC4119 VEH #1001 BODYWORK	1,185.73 2,405.98
2,890.00 003034 COASTAL LANDSCAPING : 301.00 367 COMMUNITY TELEVISION 35/10/21 178.97 002814 CREATIVE BUS SALES, : 35/10/21 3,528.86 003116 CUMMINS PACIFIC LIP	890.00 003034 301.00 367 178.97 002814 528.86 003116	COASTAL LAI COMMUNITY : CREATIVE BI	NDSCAPING INC. DBA TELEVISION OF JS SALES, INC.		07404 07381 07322 07325 07310	REFURBISHS BUS STOPS MAY 21 LANDSCAPING 3/26 BOD MEETING INVENTORY ORDER INVENTORY ORDER TAVENTORY ORDER	39,438.16 2,890.00 301.00 178.97 130.25
05/10/21 839.98 001501 D & G SANI	39.98 001501 D & G	ტ ფ	SANITATION	1 더 더 더	07312 07342 07398 07399	4,02,02	1,126.24 17.79 279.90 279.90
05/10/21 516.05 003274 EAST BAY T. 05/10/21 57.00 104 EDWARD J. 305/10/21 425.85 432 EXPRESS SE	6.05 003274 EAST BAY 7.00 104 EDWARD J 5.85 432 EXPRESS	A C	TIRE CO. . PARRAS SERVICES INC.	0	07400 07327 07350	APR WASH STATION WTC REVENUE TIRES STEEL MMF TEMP W/E 4/18	280.18 516.05 57.00 425.85

PAGE 4	05/01/21 THRU 05/31/21	TRANSACTION COMMENT AMOUNT	636.93 154.09 1,545.72	1,370.02 173.08 2,383.96 275.00 135.15 163.54	4,180.27 1,180.27	4,000.00 4,000.00 42.06 181.36	440.00	3,734.33 10.50 10.50 326.39	156.00 41.75 10.93 20.50 25.25	106.82	1,044. 2,044. 4,044. 5,044. 5,045. 5,046. 3,046. 3,046.	4,821.52 667.52	1 00 00 00 00 00 00 00 00 00 00 00 00 00	25.16 25.05 39.31
	DATE: 05/C	TRANSACTION DESCRIPTION		INV/NON INV ORDER EMPLOYEE EXAM REIMB MAY 21 VAULT SERVICE INV ORDER HYBRIDS APR 21 CHEM TEST NON INVENTORY ORDER PLASTIC CHAIN MAR	DISFOSABLE BATTEKLES HOSE ASSY SHOP USE NON INVENTORY ORDER TAXTEMBOLY OFFER	INVENTIORI OLDER GOFS WORKING GROUP INVENTORY ORDER RPR VEH# 801	INVENIORI ORDER SVC BAY 7 LIFT MMF	CONTELN LIFT INSE MMF TOWELS/MAT PRC COVID19/UNIFORM SUPP	COVID 19/FUEL TOWELS TOWELS/MOF/MAT EMBLEMS MMF TOWELS/MAT PRC LAUNDRY/CUSTODIAL	3/26-4/25 OPS FIRE SPR INSP VERNON	SFR INSE 0501 ENG1 -4/25 1122 -4/26 1122 -4/25 MMF	3/25-4/25 VEKNON INVENTORY ORDER		4 UU
NSIT DISTRICT HECK NUMBER PAYABLE		VENDOR TRANS. TYPE NUMBER	107317 107318 107359	107360 107397 107328 107328 107393	10/391 10/365 10/366	107321 107321 107321	107363	10/364 107336 107337 107343	107344 107351 107352 107376	107323			107330 107331 107331 107362	107329 107329 107332 107333
SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE		VENDOR VAME	FASTENAL COMPANY INC	GARCIA, JESUS GARDA CL WEST, INC. GILLIG LLC GLOBAL WATER TECHNOLOGY INC GRAINGER	HOSE SHOP, THE INC	INTERNATIONAL DATA KELLEY'S SERVICE INC.	MAKAI SOLUTIONS	MISSION UNIFORM		NEXTEL COMMUNICATIONS/SPRINT NICKELL FIRE PROTECTION, INC.	OCEAN HONDA PACIFIC GAS & ELECTRIC	PACIFIC TRUCK PARTS, INC.	PALACE ART & OFFICE SUPPLY	PROBUILD COMPANY LLC
		CHECK VENDOR AMOUNT	3,706.76 001297	120.00 B1069 5,173.08 001302 2,383.96 117 275.00 003316 376.04 282	5,399.39 166	4,000.00 003575 352.94 1117	4,174.33 003293	591.82 041		106.82 002721 2,565.00 003573	1,044.79 003156 12,887.78 009	3.83 023	200.57 043	122.97 107A
DATE 05/28/21 09:13		CHECK CHECK NUMBER DATE	72418 05/10/21	72419 05/10/21 72420 05/10/21 72421 05/10/21 72422 05/10/21 72423 05/10/21	72424 05/10/21	72425 05/10/21 72426 05/10/21	72427 05/10/21	72428 05/10/21		72429 05/10/21 72430 05/10/21	72431 05/10/21 72432 05/10/21	72433 05/10/21	72434 05/10/21	72435 05/10/21

PAGE 5	เบ 05/31/21	N COMMENT	22
	05/01/21 THRU	TRANSACTION	20.92 20.93 4,207.03 3,3.22 110.8.76 10.8.7
	DATE:	TRANSACTION DESCRIPTION	BIT HOLDERS SBF  ****-****-1598  4/27 DOT DRUG TESTS INVENTORY ORDER FEMP WF 4/18 TEMP WF 4/25 TEMP WF 4/18 TEMP WF 4/25
SIT DISTRICT ECK NUMBER PAYABLE		VENDOR TRANS. TYPE NUMBER	7 1073533 10735333 10735333 10735333 1073382 1073382 1073382 1073382 1073382 1073282 1072282 1072282 1072282 1072282 1072292 1072293 1072293 1072293 1072293 1072293 1072293 1072293 1072293 1073293 1073293 1073293 1072283 1073293 1073293 1073293 1073293 1073293 1073293 1072283
SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE		VENDOR VENDOR T	QUADIENT FINANCE USA INC QUEST DIAGNOSTIC INC. ROMAINE ELECTRIC CORP SANTA CRUZ AUTO PARTS, INC. SANTA CRUZ METRO TRANSIT W/C SANTA CRUZ STAFFING, LLC SANTA CRUZ STAFFING, LLC SCOTTS BODY SHOP CORP SCOTTS BODY SHOP CORP SCOTTS VALLEY WATER DISTRICT SLINGSHOT CONNECTIONS LLP SLINGSHOT CONNECTIONS LLP
		CHECK VENDOR AMOUNT	400.00 003061 383.25 003154 3.22 003154 385.02 135 3.073.00 002700 55,051.90 002970 5,796.23 001307 2.696.81 681 2.696.81 681 2.34.65 002459 22,511.30 003292
DATE 05/28/21 09:13		CHECK CHECK NUMBER DATE	72436 05/10/21 72437 05/10/21 72438 05/10/21 72440 05/10/21 72441 05/10/21 72442 05/10/21 72444 05/10/21 72444 05/10/21 72446 05/10/21 72446 05/10/21

PAGE 6	05/31/21	COMMENT	
щ	05/01/21 THRU	TRANSACTION AMOUNT	1,122.00 1,122.00
	DATE:	TRANSACTION DESCRIPTION	TEMP W/E 4/25 TEMP W/E 4/25 TEMP W/E 4/25 TEMP W/E 4/18 TINVENTORY ORDER INVENTORY ORDER I
ANSIT DISTRICT CHECK NUMBER S PAYABLE		VENDOR TRANS. TYPE NUMBER	10000000000000000000000000000000000000
SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE			SPORTWORKS NORTHWEST, INC. STRONGHOLD SECURITY INC. THE AFTERMARKET PARTS CO LLC THERMO KING OF SALINAS, INC VARI SALES CORPORATION WATSONVILLE CADILLAC, BUICK, ADAMS, ELLEN SLINGSHOT CONNECTIONS LLP
S.		VENDOR NAME	SPORTWC STRONGH THE AFT THERMO VARI SA VEHICLE WATSONV ZORO TO ADAMS, GARCIA, GARCIA,
		CHECK VENDOR AMOUNT	1,700.06 001976 2,733.17 003285 2,733.17 003285 4,315.80 001800 431.54 003429 515.62 221 77.51 001223 77.51 001223 17.51 003530 19.08 M149 15.58 M209 15.58 229 103530
05/28/21 09:13		CHECK DATE	05/10/21 05/10/21 05/10/21 05/10/21 05/10/21 05/10/21 05/10/21 05/10/21 05/10/21
DATE 05		CHECK NUMBER	77777777777777777777777777777777777777

PAGE 7	THRU 05/31/21	ION COMMENT JNT	.20	00.	000	00.	00.	00.	.00 VOIDED	.00 **VOID	00.	1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	.00	16.	.05 75	00.	.04	. 4. U 4.	.64	.50	٠. ەرد	.02	.27	78	.50	00.	00.	00.	00.0	.00.	.50	.50	200	.50	00.
	: 05/01/21	TRANSACTION AMOUNT	673	1,122	1,122	1,122	1,122	1,122	705		-360	3, C. R. S.	0/0	130	91	2,690	5,675	4,810	3,635	7,303	157			321		120 32	290								600
	DATE	TRANSACTION DESCRIPTION	W/E		W/E	W/E		M/M	VEH# 1003 TOW	1003	# 1304 TOV	MAY ZI PAGER SVC	4/1-4/30 WIC/VEKNON 3/24-4/23 RHS WIFT	APTE	APR 21 LANDFILL MAY 21 FAD DEFMITM	VEH# 1002 REPAIRS	5/3 REPLACE NOZZLES	4/15 LNG CHARGES	4/23 ING CHARGES		INVENTORY ORDER	VEH#PC1711 PARTS	-	INVENTORY ORDER	DOT DRUG TEST/DMV EX	DMV PHYSICAL EXAM DOT DRUG TEST	COVID 19 TESTING	ID 19 TESTING	DRUG TEST/DMV		DRUG TEST/DMV	DRUG	S I S	5-12/22DRUG 1	1/5-1/29 DRUG TESTS 2/8-2/23 DRUG TESTS
SIT DISTRICT ECK NUMBER PAYABLE		OR TRANS.	107421	107422	107424	107425	107426	107428	107482	107482	107494	107210	107487	107500	107507	107497	107454	107483	107485	107486	10/516	107506	107534	107495	107434	10/435 107436	107437	107438	10/439	10/440	107442	107443	107468	107469	107470
METROPOLITAN TRAN JRNAL DETAIL BY CH ICKS FOR ACCOUNTS		VENDOR TYPE							S & ROAD SVC CORP	S & ROAD SVC CORP		MESSAGING SVCS, LLC		ELECTR	A CRUZ FINANCE RRF	HICS					SATES TAC.				DUTY MEDICAL CLINIC										
SANTA CRUZ CHECK JOU ALL CHE		VENDOR NAME							ACTION TOWING	ACTION TOWING		AMERICAN MES	АТ&Т АТ&Т МОВТІ,ТТУ	B & H FOTO &	CITY OF SANTA	CLASSIC GRAPHICS	CLEAN ENERGY			4	COAST PAPER			COMMINS FACIFIC	DOCTORS ON D										
		CHECK VENDOR AMOUNT							1,065.00 003330	-1,065.00 003330	0	3.13 UUZ	8.33 001D 7 02 00310	130,94 003199	1.05 00337 2 75 733	690.00.069	,684.37 00				15/.06 0/5	10700 47.7001	0000	828.12 003118	4,717.50 916										
05/28/21 09:13	   1   1   1   1   1   1   1   1   1 	CHECK R DATE							58 05/17/21	58 05/17/21	1	59 US/17	61 05/17	62 05/17/21	63 05/17 64 05/17	65 05/17	66 05/17			0, 11, 10	6/ 05/11/21 68 05/17/21	7//T/CO 00	(	17//T/CD 69	70 05/17/21										
DATE (	1 1 1 1	CHECK							724	724		4 6	2 4	724	24	24	24			,	124	r V	5	7	7247										

PARTIES   PART			SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE	TRANSIT DISTRICT 3Y CHECK NUMBER NIS PAYABLE	DATE:	PAGE 8
107515   VEH#708 TIRES/ALICM     107533   REIMB DWV LIC RENEWL     107475   TEMP W/E 4/25     107475   TEMP W/E 4/15     107475   TEMP W/E 4/15     107473   NON INVENTORY PRAFTS     107501   SPRINGTRANSITPOSTERS     107501   AFR 21 SECURATY     107479   A16-4/30 NONREGULL     107479   A16-4/30 NONREGULL     107479   A16-4/30 NONREGULL     107479   A476-4/30 NONREGULL     107479   A476-4/30 NONREGULL     107479   A476-4/30 NONREGULL     107479   A476-4/30 NONREGULL     107471   VEH#POLIOS RER PRAFTS     107517   VEH#POLIOS RER PRAFTS     107518   INVENTORY ORDER     107521   INVENTORY ORDER     107521   INVENTORY ORDER     107521   INVENTORY ORDER     107521   INVENTORY ORDER     107531   CREDIT RETURN MOTOR     107541   APR 21 RETURN MOTOR     107542   APR 21 RETURN MOTOR     107543   APR 21 RECOM/BORNER     107544   APR 21 RECOM/BORNER     107544   APR 21 RECOM/BORNER     107545   APR 21 RECOM/BORNER     107546   APR 21 RECOM/BORNER     107547   APR 21 RECOM/BORNER     107547   APR 21 RECOM/BORNER     107548   APR 21 RECOM/BORNER     107549   APR 21 LIFE ABGD     107540   APR 21 LIFE ABGD     107540   APR 21 LIFE ABGD     107551   APR 21 LIFE ABGD     107552   APR 21 LIFE ABGD     107553   APR 21 LIFE ABGD     107554   APR 21 LIFE ABGD     107555   APR 21 LIFE ABGD     107555   APR 21 LIFE ABGD     107556   APR 21 LIFE ABGD     107557   APR 21 LIFE ABGD     107567     107567   APR 21 LIFE ABGD     107567     107	CHECK VENDOR AMOUNT		OR	1 1	TRANSACTION DESCRIPTION	1 1
VERNIC   107476   TABLE WIS 4 4 11     107501   SPRINGTRANSITPOSTERS     107540   APR 21 SECURITY     107479   4/16-4/30 NONITY     107471   VEH REP EARTS     10751   INVENTORY ORDER     10752   INVENTORY ORDER     10752   INVENTORY ORDER     10752   INVENTORY ORDER     10752   INVENTORY ORDER     10753   INVENTORY ORDER     10754   INV ONDER PARTS     10754   INV ONDIR PARTS     10754   INV ONDER PARTS     10754   INV ONDIR ORDER     10754   APR 21 FREEDOM     10754   APR 21 FREEDOM     10754   APR 21 FREEDOM     10754   APR 21 FREEDOM     10754   APR 21 APR     10754   APR 21 APR     10755   APR 21	891.06 003274 83.00 T351 1,478.17 432		TIRE CO. JESUS SERVICES	107515 107533		891.06 83.00 972.00
107479	10.75 001297 156.56 039 46,586.35 002295 10,736.91 002952		INC	107476 107473 107501 107540 107478	TEMP W/E 4/11 NON INVENTORY PARTS SPRINGTRANSITIPOSTERS APR 21 SECURITY 4/16-4/30 NONREVFUEL	506.17 10.75 156.56 46,586.35 2,725.05
GER  GER  GER  GER  GOT521 INVENTORY ORDER  107521 INVENTORY ORDER  107521 INVENTORY ORDER  107531 INVENTORY ORDER  107452 INVENTORY ORDER  107452 INVENTORY ORDER  107452 INV ORDER PARTS MAF  107544 INV ORDER  107541 INV ORDER  107542 APR 21 FREEDOM/BOWKR  107543 APR 21 FREEDOM/BOWKR  107544 APR 21 FREEDOM/BOWKR  107544 APR 21 FREEDOM/BOWKR  107545 APR 21 FREEDOM/BOWCR  107545 APR 21 FREEDOM/BOWCR  107546 APR 21 FREEDOM/BOWCR  107547 APR 21 FREEDOM/BOWCR  107546 APR 21 FREEDOM/BOWCR  107557 APR 21 FREEDO	347.42 001302 838.83 647 2,677.10 117		INC. F SPX	107479 107445 107431 107517 107519	4/16-4/30 REV FUEL MAY 21 SERVICES VEH RPR PARTS VEH#PC1105 RPR PARTS INVENTORY ORDER INVENTORY ORDER	8,011.86 347.42 347.42 16.31 16.31 175.75 640.82
WASTE RECOVERY, INC. 107531 CLEANING SUPFLIES 107532 CREDIT RETURN MOTOR 107543 APR 21 FREEDOM/BOWER 107543 APR 21 FREEDOM/BOWER 107544 APR 21 HWY1/BOULDER 107545 APR 21 HWY1/BOULDER 107545 APR 21 ATRPORT/FREED 107545 APR 21 ATRPORT/FREED 107546 APR 21 BTRC 107546 APR 21 SVT 107546 APR 21 SVT 107546 APR 21 SVT 10754 APR 21 SVT 107547 APR 21 SVT 107540 APR 21 SVT 107554 APR 21 SVT 107555 M# 032117.006001 107557 M# 032117.006001 107557 APR 21 LIFE AD&D 1	352.52 282		GRAINGER	107520 107521 107522 107530 107451 107467	NTORY NTORY NTORY NTORY PACKS ORDER IT RET	686.34 175.74 948.01 27.31 177.51 -85
N BRIDGETT LLP  107546 APR 21 PRC 107547 APR 21 SVT 107554 M#032117.004001 107555 M# 032117.006001 107556 M# 032117.006032 107556 M# 032117.006032 107556 MAY 21 LLD 107537 MA	1,136.73 001097	-		107531 107531 107541 107542 107543 107543	22222222222222222222222222222222222222	3881.41 -207.13 611.28 183.84 61.28 61.28
OND LIFE AND ACCIDENT INS 107527 APR 21 RETAINER  SHOP, THE INC 107537 MAY 21 LIFE AD&D  107537 MAY 21 LIFE AD&D  107537 MAY 21 LIFE AD&D  107537 WAY 21 LIFE AD&D  107537 WAY 21 LIFE AD&D  107538 WAY 21 LIFE AD&D  107539 WAY 21 LEASE PAYMENT  107529 SCREW EXTRACTOR KIT  107529 SCREW EXTRACTOR KIT  107529 CREW EXTRACTOR KIT  107520 WED DIL PICKUP MMF  107450 USED OIL PICKUP MMF  107450 TOWELS/MOP/MAT  11 FIRE PROTECTION, INC. 107463 FIRE SPR INSP SBF	30,512.90 003109		HANSON BRIDGETT LLP	107546 107547 107524 107525 107526	APR 21 PRC APR 21 SVT M#032117.004001 M# 032117.006001 M# 032117.006032	376.84 33.619.93 1,819.90 1,073.80
SHOP, THE INC  £ SONS, INC.  OVERNMENT FINANCE INC  N PRODUCTS, INC.  ON OIL SERVICE LLC  ON UNIFORM  LI FIRE PROTECTION, INC.  SHOP STATE SPR INSPECTION RPS  107450	15,341.15 001745		HARTFORD LIFE AND ACCIDENT INS		APR 21 RETAINER MAY 21 LIFE AD&D	24,000.00 4,439.00
	258.56.166 204.22 002979 23,627.38 003366 446.02 003576 1,215.94 003293 284.00 003249 41.75 041 6,600.00 003573		SHC SCOVE SC	10/53/ 10/505 10/505 10/523 10/529 10/460 10/430 10/463	21 LTD INTORY ORDER 20120COMPRESS 21 LEASE PAY W EXTRACTOR INSPECTION OIL PICKUP IS/MOP/MAT SPR INSP SE SPR INSP WIT	10,902.15 258.56 23,627.38 446.02 1.215.94 284.00 41.75 1,140.00

DATE 05/28/21 09:1	rs	SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE	DISTRICT NUMBER ABLE		PAGE 9
				DATE:	05/01/21 THRU 05/31/21
CHECK CHECK NUMBER DATE	CHECK VENDOR AMOUNT	VENDOR VENDOR TYPE	R TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
72403 05/17/21	090	הדרימס בים אבט בחדרימם	107464 107465 107466	FIRE SPR INSP MMF FIRE SPR INSP SMC FIRE SPR INSP OPS	1,140.00 1,140.00 2,040.00 4 328 33
4 6			107481	30-1	204
72494 05/17/21	685.00 481	PIED PIPER EXTERMINATORS, INC.	107446 107447	MAY 21 PEST OPS PARK MAY 21 PEST SBECREEK	212.50 255.00
72495 05/17/21	42,583.10 002939	PREFERRED BENEFIT	107538	21 DENTA	3 60 11
72496 05/17/21 72497 05/17/21	31.74 107A 1,324.10 003443		107461	MAI 21 VSF PUSH/PULL PLATES SMC VEH 0320 REPAIR	31.74 1,324.10
2498 05/17/2	,436.06 00315	ROMAINE ELECTRIC CORP	107432	INVENTORY ORDER	1,851.79
72499 05/17/21	366.09 135	SANTA CRUZ AUTO PARTS, INC.	107502		214.38
2500 05/17/	56.00 00130	SANTA CRUZ STAFFING, LLC	107499	TEMP W/E 5/2	2,356.00
72501 05/17/21 72502 05/17/21	660.13 003545 292.28 002459	SCHINDLER ELEVATOR CORPORATION SCOTTS VALLEY WATER DISTRICT	107459 107456	MAY 21 MAINT MULTI 4/1-4/30 SVT	660.13 292.28
2503 05/17/	70.08 00329	SLINGSHOT CONNECTIONS LLP	107449	TEMP W/E 4/25/21	1,070.08
1			107474	>⊣	401.96
			107477	INVENTORY ORDER INVENTORY ORDER	20.34 213.23
			107490		2,368.40
			10/491 107492	H	305.04 13.18
72505 05/17/21	122.00 003010	TOYOTA MATERIAL HANDLING INTTED PARCEL SERVICE	107498	FORKLIFT 704 PM SVC	122.00
			107514	FREIGHT	142.93
72507 05/17/21 72508 05/17/21	349.28 002829 1.464.39 221	VALLEY POWER SYSTEMS, INC. VEHICLE MAINTENANCE PROG INC	107429 107509	PARTS ORDER VEH#2226 INVENTORY ORDER	349.28 269.50
			107512	INVENTORY ORDER	1,194.89
2509 05/1// 2510 05/17/	65./5 43 87.00 91	VERIZON WIRELESS WORKIN.COM, INC.	10/508	4/2-3/1 PAGEKS MMF JOB PLACEMENT AD	387.00
2511 05/17/	0.00 0035	WORKWELL MEDICAL PROF. CORP.	107511	DMV RENEWAL EXAMS	240.00
2512 05/24/ 2513 05/24/	02.00 00	ACE HARDWARE WAISONVILLE, INC. ACTION TOWING & ROAD SVC CORP	107594	COVID IS SUFFILES VEH# 1003 TOW	705.07
72514 05/24/21 72515 05/24/21	158.00 382 3,901.38 001D	AIRTEC SERVICE INC. AT&T	107577	FABRICATE AC CAP VER 4/13-5/12 VER/SMC	158.00 1,831.75 VOIDED
72515 05/24/21	-3,901.38 001D	AT&T	~ ~	4/5-5/4 SVT/WTC/PS 4/13-5/12 VER/SMC	2,069.63 -1,831.75 **VOID
72516 05/24/21	720.00 003271	AUTO CARE TOWING	107617	4/5-5/4 SVT/WTC/PS VEH# 1304 TOW	-2,069.63 360.00
			107632	VEH# 4202 TOW	360.00

DATE 05/28/21 09	9:13	SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE	AANSIT DISTRICT CHECK NUMBER IS PAYABLE		PAGE 10
		:		DATE:	05/01/21 THRU 05/31/21
CHECK CHECK NUMBER DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
72517 05/24/21 72518 05/24/21	1 53.50 002363 1 511.61 003393	BATTERIES PLUS #314 BRASS KEY LOCKSMITH INC	107576	(X)	53.50 138.27
72519 05/24/21 72520 05/24/21	1 825.00 002109 1 27,724.86 001124	CITY OF SANTA CRUZ/PARKING CLEAN ENERGY	107614 107665 107597 107598 107599	EY LC 21 PA 7 LNG 0 LNG LNG	373.34 825.00 7,291.05 7,270.56 6,932.55
72521 05/24/21 72522 05/24/21	1 823.35 075	CLEAR VIEW SOUTH BAY, INC. COAST PAPER & SUPPLY INC.	107554		6,230.70 395.00 293.88
72523 05/24/21 72524 05/24/21 72525 05/24/21	2,622.25 003034 687.99 163 86,447.27 002814	COASTAL LANDSCAPING INC. DBA COMMUNITY PRINTERS, INC. CREATIVE BUS SALES, INC.	107555 107618 107571 107602	IRNIENTORY ORDER IRRIG RPRS SVT BROCHURES CS VEH# PC4119 PURCHASE	529.47 2,622.25 687.99 86,447.27
7/#7/00 070		COMMINS FACIFIC LLE	107600 107601 107601 107604 107626 107627 107634	VEH 2316 PARTS OKDER INVENTORY ORDER VEH 4207 PARTS ORDER CORE CREDIT RETURN VEH# 4210 REPAIR INVENTORY ORDER CORE CREDIT RETURN INVENTORY ORDER INVENTORY ORDER	2 75.57 265.55 1,842.47 1,710.61 273.13 8.88
72527 05/24/21	672.50 916	DOCTORS ON DUTY MEDICAL CLINIC		4666666	284.29 284.29 32.50 77.50 77.50
			107674 107674 107675 107676	DRUG DRUG DRUG DRUG	32.50 77.50 32.50 77.50
72528 05/24/21	1,855.62 003274	EAST BAY TIRE CO.	107678 107622 107623 107624	U)	77.50 28.28 566.37 125.00
72529 05/24/21 72530 05/24/21	1 88.49 372 1 633.72 039	FEDERAL EXPRESS CORPORATION FEDEX OFFICE	107625 107661 107607	REVENUE TIRES FREIGHT COVID BUS SIGNAGE	1,135.97 88.49 620.65
72531 05/24/21 72532 05/24/21	389.83 002962 10,295.53 002952	FIS FLYERS ENERGY LLC	107630 107629 107638	APR 21 MERCHANT FEES PROPANE 5/1-5/15 REV FUEL	389.83 87.60 7,706.18

8/21 09:13		SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE	TRANSIT DISTRICT Y CHECK NUMBER NTS PAYABLE		PAGE 11
ł	 	IV SANDOR	VENDOR TRANS.	DATE: TRANSACTION	05/01/21 THRU 05/31/21 
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	3,280.00 117	GILLIG LLC	107639 107640 107641 107642	5/1-5/15 NONREV FUEL CORE CREDIT RETURN INVENTORY ORDER INVENTORY ORDER	2,501.75 -600.88 542.97 1,312.11
	147.76 282	GRAINGER	107644 107645 107646 107552 107569	ध्य स्य	24.45 12.06 1,701.51 30.46 55.48
	242.78 166 1,390.96 003327	HOSE SHOP, THE INC IO, RODNEY H	107615	INVENTORY ORDER MMF INVENTORY ORDER VEH# 0003 BRAKE RPR	48.41 242.78 223.14
	834.64 003442 154.50 003284 517.34 1117	JOHNSON CONTROLS INC KEISH ENVIRONMENTAL PC CORP KELLEY'S SERVICE INC.	10/631 10/667 10/580 10/650 10/652	VEH# PC 1122 KFK5 6/1-8/31/21 SBF APR 21 OUTFALL MITIG INVENTORY ORDER INVENTORY ORDER INVENTORY ORDER VEH# 101 PARTS ORDER	1,107.82 834.64 154.64 14.31 221.32 23.53
	240.00 002990 1,563.75 852	KISMET LAW OFFICES OF MARIE F. SANG	107655 107656 107657 107658 7 107581 7	401 PARTS NTORY ORDER 804 PARTS INVENTORY C FIRST AID T	88.57 100.88 15.21 50.78 240.00
	20,334.78 003017 1,771.49 001052 133.57 041	MANSFIELD OIL CO OF GAINSVILLE MID VALLEY SUPPLY INC. MISSION UNIFORM	107596 107596 107558 107561 107582	5/12 DIESEL FUEL INVENTORY ORDER LAUNDRY/CUSTODIAL TOWELS/MOP/MAT NMF	20,24.78 20,734.78 1,771.49 25.25 11.75
	500.00 003542 242.83 003156 1,849.18 002940 609.26 043	NATALIE NIEMAN OCEAN HONDA OJO TECHNOLOGY, INC. PALACE ART & OFFICE SUPPLY	107647 107684 107584 107586 107595 107553	LAUNDRY/CUSTODIAL LOUS/DAMAGE REPAIR ECOLANE BROCHURE VEH# 1213 REPAIRS REPAIR CAMERA #4 WTC OFFICE SUPPLIES MMF TASK CHAIR HR CONTRACT SUPPLIES	25.25 30.82 30.82 242.83 1,849.18 45.272 2.72
	1,750.00 002947 144.50 481 206.76 107æ	PEDX COURIER AND CARGO PIED PIPER EXTERMINATORS, INC. PROBUILD COMPANY ILC	7 107560 107568 107578 107579		108.80 1,750.00 65.00 79.50

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					DATE:	05/01/21 THRU 05/31/21
CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR VENDOR TYPE TYPE	R TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
				107556 107562	GROUT SMC MISC HARDWARE FLD	10.61 9.05
255	5/24/2	3.60 00344	INC	107568		88.79 1,024,883.60
72554	05/24/21 05/24/21	69.63 003059 298.81 003024	QUADIENT LEASING USA, INC. RICOH USA, INC. CA	107589	PRC S	69.63 110.17
72555	05/24/21	135.04 536	RIVERSIDE LIGHTING & ELECTRIC	107591 107662	2/1-4/30 COPIES C/S RETURN SMC	188.64 -108.59
				107663	SUPPLIES SMC ELECTRICAL OUTLETS	11.06
72556	05/24/21	141.02 079	SANTA CRUZ MUNICIPAL UTILITIES	107605	4/1-4/30 IRRIG VER	117.28
72557	05/24/21	7,884.86 001307	SANTA CRUZ STAFFING, LLC	107549	4/1-4/30 IKKIG KIVEK TEMP W/E 4/25	23.74 1,178.00
				107550 107567	TEMP W/E 5/2 TEMP W/E 5/9	744.00 944.73
				107609	W/E	1,984.00
L		1 ()		107653	W/E 05/02	1,290.38
72558	05/24/21	310.06 003570	SCARBOROUGH LBR & BLDG SUPPLY	107564	MISC HARDWARE SVT MISC HARDWARE SVT	136.45
72559	05/24/21	2,075.00 001277 3.374 68 003292	SJB GLOBALNET, INC.	107570	I IT SUPP	2,075.00
)	1 (1 1 ()			107610	M/E	1,128.60
ς Γ	5/04/0	70100 07 88	CHRATOCOCA TIT INDOCO	107611		1,070.08
72562	05/24/21		JEL 111 ASSOCIATES NSPARENT GLASS COATING OF	10/680	JUN ZI RESEARCH FARK TINT REPAIR SVT	17,733.72
25	5/24/2	68.76 05 59 96 43	U.S. BANK	107679	**************************************	19,468.76
)	1	,		107588	4/2-5/1 PARACRUZ	308.88
72565	05/24/21	960.00 003550	WORKWELL MEDICAL PROF. CORP.	107585	DMV RENEWAL EXAMS	120.00
72566	05/24/21	267.88 147	ZEE MEDICAL SERVICE CO.	107573	OCK FIRSTAID	104.22
				107574	RESTOCK FIRSTAID VER RESTOCK FIRSTAID OPS	82.23
55	5/21/2	4.56 M14	ABACHERLI, ARLETTE	9002739	SUPPLIMEN	84.56
5 5 5	5/21/2 5/21/2	9.06 ML4 5.58 M15	ADAMS, ELLEN ALLEN, ROBERT	9002740	MEDICAL SUPPLIMENTAL MEDICAL SUPPLIMENTAL	19.06 17.75
57.	5/21/2	7.50 M33	٠ -	9002916		17.50
57	5/21/25/21/2	4.56 M15 9 OF M33	ANDRADE, GERALD ANDRADE, OSCAR	9002742	MEDICAL SUPPLIMENTAL	84.56
57	5/21/2	9.17 M15	ANN, DORICE	9002743	_	19.00
72574	05/21/21	15.58 M153	ARCHIBEQUE, ELEANOR ARCHIREOTTE, ITTANITA	9002744	MEDICAL SUPPLIMENTAL	15.58
57	5/21/2	5.00 M15	23 1	9002746		35.00
57	5/21/2 5/21/2	5.00 MIS 7.50 MIS	BAILEY, EDWIN BAKER, DALE	9002747 9002748	MEDICAL SUPPLIMENTAL MEDICAL SUPPLIMENTAL	35.00 17.50

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CASANEGA, RICHARD CAVATAIO, PASQUALE
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CILIBERTO, ANTHONY CLARKE, PATRICTA
CLAYTON, MICHAEL
CODD, FREDERICK
CONKLIN, CAROLYN
CONTRERAS-NAVARRO,
COTRONEO, MICHAEL
COUSINS, DOROTHY
COWELL, KICHARD
CRANDELL, DANA
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Color   Chert   Cher						
1,23,121   2,26.96 003116   CREATIVE BIGS SALES, INC.   107740   VEH PCIVIL PARTS     1,234.21   2,481.00   103374   EARLY EARLY EARLY     1,524.84   003274   EARLY EARLY     2,531.71   2,531.49   03324   EARLY EARLY     2,531.72   2,531.49   03324   EARLY EARLY     2,731.71   2,731.79   033279   EARLY EARLY     2,731.71   2,731.70   2,731.70   2,731.70     3,731.71   2,731.70   2,731.70     3,731.71   2,741.70   2,731.70     3,731.71   2,741.70   2,731.70     3,731.71   2,741.70   2,731.70     3,731.71   2,741.70   2,731.70     3,731.71   2,741.70   2,731.70     3,731.71   2,741.70   2,731.70     3,731.71   2,741.70   2,731.70     3,731.71   2,741.70   2,731.70     3,731.71   2,741.70   2,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.71   3,731.70   3,731.70     3,731.	CHECK	1 1		i 1	TRANSACTION DESCRIPTION	1 1
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1,624,84 003274   26AT BAY TITE CO.   107708   ENVIROR TIERS     5/31/21	5/31/25/31/2	481.00 182.50	DEPARTMENT OF GENERAL SERVICES DOCTORS ON DUTY MEDICAL CLINIC	107816	VER 2353 FARIS URDER 7/1-6/30/22 12629 DOT DRUG TESTING	123.32 2,481.00 182.50
1,271,21   467.85 001020   EMEDDO INC.   107774   SIGNAGE SVY IMPRA     1,271,21   2,523.49 432   EXPRESS SERVICES INC.   107794   SIGNAGE SVY IMPRA     1,271,21   2,523.49 432   EXPRESS SERVICES INC.   107691   TEMP W/E 4/18     1,271,21   2,523.49 432   EXPRESS SERVICES INC.   107795   TEMP W/E 4/18     1,271,21   2,523.49 432   EXPRESS SERVICES INC.   107795   TEMP W/E 4/18     1,271,21   2,310 00329   FRONTIER COMMUNICATIONS - 6145   107702   SIGNAGE SVP IMPRA     1,277,53 282   GRAINGER   EXPRESS SERVICES INC.   107702   SIGNAGE SVP IMPRA     1,277,53 282   GRAINGER   EXPRESS SERVICES INC.   107703   SIGNAGE SVP IMPRA     1,277,53 282   GRAINGER   EXPRESS SERVICES INC.   107703   SIGNAGE SVP IMPRA     1,277,53 282   GRAINGER   EXPRESS SERVICES INC.   107703   SIGNAGE SVP IMPRA     1,277,53 282   GRAINGER   EXPRESS SERVICES INC.   107703   SIGNAGE SVP IMPRA     1,277,53 282   GRAINGER   EXPRESS SVP IMPRA     2,440,48 003362   LAFTER PUBLICATIONS   107701   SIGNAGE SVP IMPRA     2,440,48 003362   LAFTER PUBLICATIONS   107704   SIGNAGE SVP IMPRA     2,440,48 003362   SIGNAGE SVP IMPRA     2,440,48 003362   SIGNAGE SVP IMPRA     3,019,66 003506   PHILIP J CROCH   JARVA     3,019,60 004	5/31/2 5/31/2	,624.84 00327 95.05 104		107738	REVENUE TIRES COVID 19/ALUM PLATES	1,624.84 95.05
5/31/21   2,55.49 432	5/31/2	67.85 00102	EMEDCO INC.	107773	SIGNAGE SVT IMPRV SIGNAGE SVT IMPRV	123.95 343.90
63.38   001297   FASTENAL COMPANY INC   107735   TEMP WITH RETURNED ITEM     57.79   003279   FRONTIER COMMUNICATIONS - 5025   107637   5/13-6/12 SKT-INER     1.277.53   282   GRAINGER   107713   INVENTORY ORDER     1.277.53   282   GRAINGER   107713   INVENTORY ORDER     1.277.54   002893   ILETTER PUBLICATIONS   107701   INVENTORY ORDER     2.440.64   002893   ILETTER PUBLICATIONS   107701   INVENTORY ORDER     2.440.46   003362   IUMINATOR TECHNOLOGY GROUP INC   107705   INVENTORY ORDER     3.54.64   041   MISSION UNIFORM   107769   IVENTORY ORDER     3.019.66   003506   PACIFIC TRUCK PARTS, INC,   10778   INVENTORY ORDER     10776   INVENTORY ORDER     10776   INVENTORY ORDER     2.440.46   003382   ILETTER PUBLICATIONS   107711   INVENTORY ORDER     3.019.66   003506   PACIFIC TRUCK PARTS, INC,   107781   INVENTORY ORDER     10778   INVENTORY ORDER     10778   INVENTORY ORDER     10779   INVENTORY ORDER     10778   INVENTORY ORDER	5/31/2 5/31/2	585.00 00332 ,253.49 432	EXPRESS FENCE LLP EXPRESS SERVICES INC.	107691 107690 107788	COVID 19/FENCE WTC TEMP W/E 5/9 TEMP W/E 4/25	585.00 1,345.01 454.24
1,277.53 282   FRONTIER COMMUNICATIONS - 3025   107613   5/16-6/15 SKY-RIVER   17771   117   GILLIG LLC   107712   107613   5/16-6/12 SKYLINE   17771   117   GILLIG LLC   107712   107712   107712   107712   107712   107712   107713   107713   107714   1	5/31	3.38 00129	COMPANY	107789	TEMP W/E 4/18 CREDIT RETURNED ITEM	454.24 -6.68
1,277.53 282   GRAINGER   107712   107702   10	5/31/2 5/31/2 5/31/2	57.79 00327 57.79 00341 39.71 117	OMMUNICATIONS - 302 OMMUNICATIONS - 614	107812 107693 107712	NOW INVENTORIA 5/16-6/15 SKY-RIVER 5/13-6/12 SKYLINE VEH#1904 PARTS ORDER	57.79 57.79 268.62
107707 NON INVENTORY ORDER 107709 NON INVENTORY ORDER 107711 INVENTORY ORDER 107706 VEH# 2224 PARTS ORDER MASH HOSE 107706 VEH# 2224 PARTS ORDER MASH HOSE 107706 VEH# 2224 PARTS ORDER MASH HOSE 107706 VEH# 2224 PARTS ORDER MASH PORD ORDER 107700 VEH# PART PRC 107700 VEH# PART PRC 107700 VEH# PARTS ORDER 107700 VEH# 2224 PARTS ORDER 107701 VEH# 2224 PAR	5/31	,277.53 28	GRAINGER	107713 107702 107703	INVENTORY ORDER BUS STOP PROJECT BUS STOP PROJECT	71.0 <i>9</i> 227.39 409.61
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152.65 166 HOSE SHOP, THE INC  107706 PRESSURE WASH HOSE  107707 PRESSURE WASH HOSE  107707 PRESSURE WASH HOSE  107707 PRESSURE WASH HOSE  107694 ZYR SUBSCRIPTION  107694 ZYR SUBSCRIPTION  107684 ZYR SUBSCRIPTION  107685 ZYR SUBSCRIPTION  107684 ZYR SUBSCRIPTION  107685 ZYR SUBSCRIPTION  107781 ZYR SUBSCRIPTION  107791 ZYR SUBSCRIPTION  107791 ZYR SUBSCRIPTION  107791 ZYR SUBSCRIPTION  107791 ZYR SUBSCRIPTION  107792 ZYR SUBSCRIPTION  107793 ZYR SUBSCRIPTION  107794 ZYR SUBSCRIPTION  107795 ZYR SUBSCRIPTION  107797 ZYR SUBSCRIPTION  107797 ZYR SUBSCRIPTION  107797 ZYR ZYR SUBSCRIPTION  107797 ZYR ZYR SUBSCRIPTION  107797 ZYR				107709	NON INVENTORY ORDER NON INVENTORY ORDER TWITTHMODE ORDER	193.25 21.55
107694 2 TR SUBSCRIPTION 107730 INVENTOR ORDER 107694 1 TR SUBSCRIPTION 107694 1 TOWELS ORDER 107695 IUMINATOR TECHNOLOGY GROUP INC 107692 INVENTORY ORDER 107695 IUMINATOR TECHNOLOGY GROUP INC 107692 INVENTORY ORDER 107697 1 TOWELS / MAFE 107697 INVENTORY ORDER 107697 INVENTORY ORDER 107697 INVENTORY ORDER 107792 VEH PC1701 PARTS 107793 INVENTORY ORDER 107794 INVENTORY ORDER 107795 INVENTORY ORDER 107795 INVENTORY ORDER 107797 CREDIT RETURN 1418 107797 CREDIT INV ORDER 107791 INVENTORY ORDER 107792 CREDIT INV ORDER 107793 INVENTORY ORDER 107793 INVENTORY ORDER 107794 INVENTORY ORDER 107795 CREDIT INV ORDER 107791 VEH#2224 PARTS ORDER	05/31/21	52.65 16	SHOP, THE	107706	INVENTORI ORDER VEH# 2224 PARTS PRESSITRE WASH HOSE	240.32 221.55 131.10
107692 TOWELS/MORYNATE MATERIAL 107692 TOWELS/MORYNATE MATERIAL 107817 COVID19/FUEL TOWELS 107818 COVID19/FUEL TOWELS 107818 COVID19/FUEL TOWELS 107792 VEH PC1706 PARTS 107792 VEH PC1706 PARTS 107792 VEH PC1706 PARTS 107792 VEH PC1701 PARTS 107792 VEH PC1701 PARTS 107782 INVENTORY ORDER 107783 INVENTORY ORDER 107784 INVENTORY ORDER 107784 INVENTORY ORDER 107784 INVENTORY ORDER 107785 CREDIT RETURN 1003 10786 CREDIT INV ORDER 107786 CREDIT INV ORDER 107786 CREDIT INV ORDER 107786 CREDIT INV ORDER 107781 CREDIT INV ORDER 107781 VEH#2224 PARTS ORDER 107731 VEH#2224 PARTS ORDER	5/31/25/31/2	674.00 00289 440.48 00336	LETTER PUBLICATIONS LUMINATOR TECHNOLOGY GROUP INC MISSION INITROPM	107694	2 YR SUBSCRIPTION INVENTORY ORDER	674.00 2,440.48 10.50
10/818 COVID 19/ONLEOKH SOLF ON THE BAY FORD LINC-MERCURY 10/791 VEH PC1706 PARTS 10/792 VEH PC1706 PARTS 10/792 VEH PC1701 PARTS 10/793 INVENTORY ORDER 10/793 INVENTORY ORDER 10/794 INVENTORY ORDER 10/794 INVENTORY ORDER 10/794 INVENTORY ORDER 10/795 CREDIT RETURN 10/03 I0/795 CREDIT INV ORDER 10/795 CREDIT INV ORDER 10/795 CREDIT INV ORDER 10/795 CREDIT INV ORDER 10/795 CREDIT INV ORDER 10/791 VEH#2224 PARTS ORDER	1 1 1 1	# 0		107692	ω !	41.75 156.00
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107783 INVENTORY ORDER 107784 INVENTORY ORDER 107785 INVENTORY ORDER 107786 CREDIT RETURN 1418 107787 CREDIT INV ORDER 107787 CREDIT INV ORDER 107787 CREDIT INV ORDER 107781 VEH#2224 PARTS ORDER	2/	0.78 02	TRUCK PARTS,	107781	VER FCI/UL FARIS INVENTORY ORDER INVENTORY ORDER	4.76 61.70 123.41
107787 CREDIT LINY 1003 107820 CREDIT INV ORDER 107821 CREDIT INV ORDER 107821 CREDIT INV ORDER 107731 VEH#2224 PARTS ORDER				107783 107784 107785	INVENTORY ORDER INVENTORY ORDER INVENTORY ORER CERDIT BETTIRN 1418	228.92 194.03 35.72 - 4.60
107821 CREDIT INV ORDER 1 3,019.66 003506 PHILIP J CROUCH 107731 VEH#2224 PARTS ORDER				107787	CREDIT RETURN 1003	0.4.0 0.9.0
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PAGE 1	05/01/21 THRU 05/31/21	TRANSACTION COMMENT AMOUNT	200.00 65.00 1,024 40.00 1,024 883.00 1,024 13.00 1,024 13.00 1,122.00
	DATE:	TRANSACTION DESCRIPTION	RPR FAREBOX PEDESTAL RPR SURGE TANK MAY 21 PEST SMC CTR MAY 21 PEST SMC MKT ACCOUNT #001318 6843 WATER HEATER WTC HARDWARE FLD FRAF PLATER WTC FLAT PLATE SMC FLAT PLATE SMC FLAT PLATE SMC FRAF PLATER WTC FLAT PLATE SMC FRAF PLATER TANG FRAF PLATER SWC FRAF PLATER SWC FRAF PLATER SWC FRAF PLATER SWC FRAF WWE 5/16 COVUD 19/HEPA DRSKER REPLENISHMENT OPS MAY 21 LEGISLATE SVC TEMP W/E 5/9 427064 TEMP W/E 5/9 427061 TEMP W/E 5/9 427070 TEMP W/E 5/9 427070 TEMP W/E 5/9 427070 TEMP W/E 5/9 427070 TEMP W/E 5/9 427065 TEMP W/E 5/9 427065 TEMP W/E 5/9 427065 TEMP W/E 5/2 426949 TEMP W/E 5/2 426940 TEMP W/E 5/2
DISTRICT NUMBER BLE		TRANS. NUMBER	1077733 1077445 1077446 1077446 1077446 1077446 1077472 1077472 1077473 1077473 1077473 107757 107757 107757 107758 107759 107759 107777
SANTA CRUZ METROPOLITAN TRANSIT DIS CHECK JOURNAL DETAIL BY CHECK NUM ALL CHECKS FOR ACCOUNTS PAYABLE		VENDOR VENDOR NAME	PIED PIPER EXTERMINATORS, INC. PITNEY BOWES INC. RENTAL PWT PREFERED PLUMBING, INC. PROBUILD COMPANY LLC RICOH USA, INC CA SANTA CRUZ STAFFING, LLC SCARBOROUGH LBR & BLDG SUPPLY SCATU PETTY CASH - OPS SCHID PETTY CASH - OPS SCHOOUS CONNECTIONS LLP SLINGSHOT CONNECTIONS LLP TACONY CORPORATION THE AFTERMARKET PARTS CO LLC
en.		CHECK VENDOR AMOUNT	1,000.00 050 2,200.00 001149 25.14 107A 1,024,883.60 003443 88.35 0033024 2,613.30 001307 16.93 003570 16.93 003570 2,500.00 002267 21,254.90 003292 21,254.90 003292 6,304.64 003285
28/21 09:1		CHECK DATE	05/31/21 05/31/21 05/31/21 05/31/21 05/31/21 05/31/21 05/31/21 05/31/21 05/31/21 05/31/21 05/31/21
DATE 05/28		CHECK	77 72 8 8 8 8 7 7 7 7 7 8 8 8 8 8 8 8 8

DATE 05/28/21 09:13	9:13	SANTA CRUZ METROPOLITAN TRANSIT DISTRI CHECK JOURNAL DETAIL BY CHECK NUMBER ALL CHECKS FOR ACCOUNTS PAYABLE	RANSIT DISTRICT CHECK NUMBER IS PAYABLE		PAGE 20
				DATE:	05/01/21 THRU 05/31/21
CHECK CHECK NUMBER DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
			107725	VEH#1610 PARTS ORDER	59.19
			107727		100
			107729	VEH#ZZZ4 FAKUS OKDEK INVENTORY ORDER	24.04 314.58
			107793		3
			107794	INVENTORY ORDER	85.05
			107796	ORD.	1,13/.40 -401.96
			107797	RETURN 549	, 0)
			107798	CREDIT RETURN 6285	-840.78
			107799		223.31
			107800		2,352.20
72838 05/31/21	2,321.57 003242	THE JANEK CORPORATION	107734	RPR ELECTRONIC ITEMS	2,130.38
10,10,10	000	מסדיוםם במסמגת ממתדאת	107801	INVENTORY ORDER	191.19
7/TC/CO 6507/	TTG.03		107761	FNELGHT	48.13
72840 05/31/21	2,244.59 002829	VALLEY POWER SYSTEMS, INC.	107762	CORE CREDIT K 90455	-170.70
			107804	CREDI	-68.28
			107805		76.52
			107806	INVENTORY ORDER	2,125.97
			107807	INVENTORY ORDER	03.69
			T0/808		/ B T C D / T =
			107809	INVENTORY ORDER	00.000
10011011011		OME OCCU GOMENGEMENT AND GLOTHERS	107010		7 000 1
	01.01/2		107803		000 1
72842 05/31/2	3,725.08	VERIZON WIRELESS	0 107763		3,725.08
72843 05/31/21	56.00		107686	SVC APR	56.00
72844 05/31/2	240.00	WORKWELL MEDICAL PROF. CORP.	107718 107813	DMV RENEWAL EXAMS DMV RENEWAL EXAM	120.00 120.00
TOTAL	3,020,742.67	ACCOUNTS PAYABLE		TOTAL CHECKS 494	3,020,742.67

**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** Chuck Farmer, Chief Financial Officer

SUBJECT: ACCEPT AND FILE THE YEAR TO DATE MONTHLY FINANCIAL

REPORT AS OF APRIL 30, 2021

## I. RECOMMENDED ACTION

That the Board of Directors accept and file the Year to Date Monthly Financial Report as of April 30, 2021

## II. SUMMARY OF ISSUES

- An analysis of Santa Cruz Metropolitan Transit District's (METRO) financial status is prepared monthly in order to inform the Board of Directors (Board) regarding METRO's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year.
- This staff report is the web-accessible companion document to the attached PowerPoint presentation titled "Year to Date Monthly Financial Report as of April 30, 2021."
- Staff recommends that the Board 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 April 30, 2021. The fiscal year has elapsed 83%.

## Slide 1

(Cover) Year to Date Monthly Financial Report as of April 30, 2021

## Slide 2

FY21 Operating Revenue and Expenses for the Month-to-Date April 30, 2021

- Operating Revenues for the month are unfavorable by \$492K
- Operating Expenses
  - Labor Regular favorable by \$216K
  - Labor OT favorable by \$64K
  - Fringe Benefits favorable by \$131K
  - Non-Personnel favorable by \$120K
- Total Operating Expenses favorable by \$531K

- Transfers favorable by \$16K
- Operating Balance favorable by \$23K

## Slide 3

FY21 Operating Revenue and Expenses for the Year-to-Date April 30, 2021

- Operating Revenues for the month are unfavorable by \$3,451K
- Operating Expenses
  - Labor Regular favorable by \$2,248K
  - Labor OT favorable by \$538K
  - Fringe Benefits favorable by \$1,513K
  - Non-Personnel favorable by \$685K
- Total Operating Expenses favorable by \$4,984K
- Transfers favorable by \$168K
- Operating Balance favorable by \$1,365K

## Slide 4

FY21 Operating Revenue by Major Funding Source - Year to Date as of April 30, 2021

- Passenger Fares actual is \$3,985K while budget is \$8,578K; variance to budget is unfavorable by \$4,593K primarily due to reduced ridership across all categories as a result of COVID-19
- Sales Tax Revenue (including Measure D) actual is \$22,870K while budget is \$22,069K; variance to budget is favorable by \$801K primarily due to higher than anticipated receipts
- Other Revenue actual is \$636K while budget is \$973K; variance to budget is unfavorable by \$337K primarily due to reduced advertising and rental revenue as a result of COVID-19
- Federal OP Assistance actual is \$4,580K while budget is \$4,583K; variance to budget is unfavorable by \$3K
- CARES Act FTA 5307/5311 actual is \$2,250K related to the final reimbursements for operating expenses incurred in July and August 2021 which was not budgeted in FY21
- STA OP Assistance actual is \$1,671K, while budget is \$2,247K; variance to budget is unfavorable by \$576K primarily due to reduced diesel fuel tax received at the state level
- STIC OP Assistance actual and budget are both \$2,703K, there is no variance

 TDA OP Assistance – actual is \$4,728K while budget is \$5,722K; variance to budget is unfavorable by \$993K. The TDA allocation for METRO is based on the budget and TDA claim, adopted at the end of June 2020, which reflected a significant decline in sales tax based revenues. Actual cash receipts for the first seven months (July – January) exceeded budget projections, which resulted in revised apportionments to TDA recipients at year-end, amount TBD.

## Slide 5

FY21 Operating Expenses by Major Expense Category Year to Date as of April 30, 2021

- Labor Regular actual is \$13,378K while budget is \$15,626K; variance to budget is favorable by \$2,248K, primarily due to vacant funded positions along with extended unpaid leaves of absence
- Labor OT actual is \$760K while budget is \$1,298K; variance to budget is favorable by \$538K, primarily due to significant reduction of OT across the agency.
- Fringe Benefits actual is \$20,106K (of which \$4,782K is the total Retirement Expense YTD which includes the prepayment of the CalPERS UAL of \$4,434K in FY21, which resulted in savings of \$153K) while budget is \$21,619K, overall variance is favorable by \$1,513K
- Services actual is \$3,145K while budget is \$3,176K; variance to budget is favorable by \$30K due to lower than anticipated spending for Professional & Tech fees, Admin & Bank fees, and Repairs to Revenue Vehicles, partially offset by increased spending on Temporary Help and Repair and Building Improvements.
- Mobile Materials & Supplies actual is \$1,787K while budget is \$2,380K;
   variance to budget is favorable by \$593K primarily due to lower spending on Fuels & Lube Revenue Vehicles
- Other Expenses actual is \$2,410K while budget is \$2,472K; variance to budget is favorable by \$62K, primarily due to decreased interest expense, employee training, telecommunications, and travel, partially offset by unanticipated expenses related to COVID-19.

## Slide 6

FY21 Transfers to Capital Budget: Measure D Year to Date as of April 30, 2021

FY21 Transfer to Capital Budget Commitment is \$2.3M (Measure D and STA)
 "Bus Replacement Program"; actual is \$1,910K while budget is \$1,742K;
 variance to budget is favorable by \$168K primarily due to higher than
 anticipated receipts

## Slide 7

FY21 Capital Budget Spending Year to Date (by Funding Source) as of April 30, 2021

- Total Capital Spending year to date is \$3,769K; FY21 budget is \$27,789K
  - Low Carbon Transit Operations Program (LCTOP) spending is \$1,428K
  - Federal Capital Grants spending is \$678K
  - Operating and Capital Reserve Fund spending is \$519K
  - Transfers from Operating Budget (Measure D) spending is \$496K
  - PTMISEA spending is \$357K
  - Transfers from Operating Budget (STA-SB1) spending is \$143K
  - Surface Transportation Block Grant spending is \$89K
  - State Transportation Improvement Plan (STIP) spending is \$59K

## Slide 8

FY21 Capital Budget Spending Year to Date as of April 30, 2021

- Total Capital Projects spending year to date is \$3,769K; FY21 budget is \$27,789K
  - Construction Related Projects spending is \$156K for the following projects:
    - New METRO-owned ParaCruz facility
    - Pacific Station/METRO Center redevelopment, conceptual design
  - Facilities Repair & Improvements spending is \$782K for the following projects:
    - Maintenance facility roof replacement
    - Maintenance yard security/expanded parking/access control
    - Fuel management system
    - Bus stop improvements
    - Golf Club Drive fire egress
    - Awning at fueling station
    - Asphalt Repair Pacific Station
    - Watsonville Bus Shelter
  - Revenue Vehicle Replacement & Campaigns spending is \$377K for the following projects:
    - Principal lease payment on three new Flyer replacement buses
    - AVL/ITS

- Completion of cameras on six buses
- Revenue Vehicle Replacement Electrification Projects spending is \$2,298K for the following projects:
  - ZEB deployment and fleet planning
  - FY18 STIP 2 ZEBs, 2 Electric Buses (Watsonville Circulator & Service)
- Non-Revenue vehicle replacement spending is \$1K
  - Replace custodial support vehicle
  - Bus yard scrubber/sweeper
- Fleet & Maintenance Equipment spending is \$8K for the following project:
  - Transmission Jack VTA Gillig buses
- Miscellaneous spending is \$147K for the following projects:
  - Laptops for Marketing
  - WTC Server and security cameras (3 new, 3 replacement)
  - Four folding machines
  - Four METRO ParaCruz cameras
  - Furniture for Customer Service
  - Security Radios
  - Zoom System for Santa Cruz Conference Room
  - Hardware for Bus Stop redesign

## Slide 9 & Slide 10

FY21 Top Nine Capital Projects Status Report Year to Date as of April 30, 2021

A list of the top Capital Projects with budgets of at least \$1,000K, current Year-to-Date spending and status of projects

- Electric Bus (3) + Infra & Project Mgmt. (FTA 5339c Low-No FY16) \$21K has been spent against a budget of \$4,655K
  - Pursuing Washington State RFP
  - Demo an MCI bus in April 2021; drive over HWY 17 and test with Proterra chargers

- FY18 STIP 2 ZEBs (STIP, LPP, HVIP = \$300K) & 2 Electric Buses (Watsonville Circulator & Service) (FY15/16 & 17/18 LCTOP) - \$2,060K has been spent against a budget of \$4,371K.
  - Two buses have completed all post-delivery inspections and have been accepted
  - Remaining two buses have been delivered and are undergoing postdelivery inspections.
- Replace Six (6) CNG Buses (PTMISEA) nothing has been spent against a budget of \$4,136K.
  - Buses to go online for production Oct/Nov 2021
  - Anticipate delivery by Jan 2022, with full acceptance by April 2022
- METRO-owned ParaCruz Facility FY20 LPP, Grant Match for 5339(b) \$155K has been spent against a budget of \$2,286K.
  - Consultant is responding to the questions the County had about the application.
  - Equity Analysis report in progress.
- Pacific Station/METRO Center Redevelopment with the City of Santa Cruz (Bus Replacement Funds – Board Commitment: \$4M (\$1M/year: FY20 – FY23) - \$1K has been spent against a budget of \$2,148K.
  - Ongoing discussions with the City/Consultant.
  - Identifying METRO needs for administrative space and bus tarmac logistics.
  - Grant application delayed to June 2021.
- 14 CNG Buses, Lease to Buy; Capital Lease Year 1 of 6 Principle Only -(Bus Replacement Fund: SGR; Measure D) - nothing has been spent against a budget of \$1,500K.
  - Project is on hold pending re-evaluation after the pandemic.
- Two 35' CNG Buses (FY19 Caltrans Discretionary FTA 5339, Bus Replacement Fund) - nothing has been spent against a budget of \$1,360K.
  - Once CalAct Funding to be released the order will be placed
- Maintenance Yard-Security Hardening/Expanded Parking/Access Control -\$65K has been spent against a budget of \$974K.

- o IFB posted to Bonfire, awaiting responses
- Collaborating with Santa Cruz Fire Department for training
- Access Control project completed mid-April 2021
- 7 Replacement ParaCruz Vans (FY19 LLP, Measure D); 3 ParaCruz Vans (STBG FY19 via RTC) - nothing has been spent against a budget of \$864K.
  - 7 vans have been ordered and are currently in production; will need additional funding for cameras once delivered; funds to be spent by Oct 2021
  - Three vans arrived March 29, 2021; undergoing final modifications, to be put in service May 2021

The top nine projects have spent a total of \$2,392K against a budget of \$22,294K, or 10.7%. All other smaller projects have spent \$1,377K against a budget of \$5,495K, or 25.1%, for a total spend of \$3,769K against a total budget of \$27,789K or 13.6%.

## Slide 11

(Cover Sheet) - Additional Information

## Slide 12

Additional Information for the month of March 2021

- Unemployment Rate %
  - Santa Cruz County is 8.1%
  - State of California is 7.7%
  - National is 6.1%
- \$ Gasoline per Gallon for the San Francisco-Oakland-San Jose area is \$3.86;
   \$ Diesel is \$3.93
- Ridership YTD as of February 2021 changed as follows, year-over-year (FY20 – FY21):
  - 79.7% decrease in Total ridership
  - 83.0% decrease in Highway 17 ridership
  - 79.5% decrease in Local ridership
  - 94.8% decrease in UCSC ridership 2021 2021 school year is primarily online due to COVID-19
  - 97.9% decrease in Cabrillo ridership 2021 2021 school year is primarily online due to COVID-19
  - 56.3% decrease in Non-Student ridership

 Ridership recovery is 96,772 total passengers in April 2021 compared to 36,113 total passengers at the start of the COVID-19 pandemic in April 2020

## Slide 13

FY21 Operating Revenue, Expenses, and Transfers Year to Date as of May 31, 2021: Preliminary

- Revenue unfavorable by \$3,282K
- Operating Expenses:
  - Personnel Expenses favorable by \$4,690K
  - Non-Personnel favorable by \$640K
- Total Operating Expenses favorable by \$5,330K
- Transfers to Capital Budget favorable by \$196K
- Transfers from COVID Reserves none
  - COVID Reserve balance remains \$18M, as the Operating Balance remains positive
- Operating Balance favorable by \$1,852K

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

## V. FINANCIAL CONSIDERATIONS/IMPACT

Unfavorable budget variances in Operating Revenues, offset by favorable Expenses contributed to higher than anticipated Transfer to Capital Budget and favorable budget variance in Operating Balance, Year to Date as of April 30, 2021.

## VI. CHANGES FROM COMMITTEE

None.

## VII. ALTERNATIVES CONSIDERED

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

## **VIII. ATTACHMENTS**

Attachment A: Year to Date Monthly Financial Report as of April 30, 2021

Presentation

Prepared by: Cathy Downes, Sr. Financial Analyst

## IX. APPROVALS

Chuck Farmer, Chief Financial Officer

Alex Clifford, CEO/General Manager



# Year to Date Monthly Financial Report as of April 30, 2021

**Board of Directors** 

June 25, 2021

Chuck Farmer, Chief Financial Officer

8.2A.1

# FY21 Operating Revenue and Expenses

## For the Month Ending April 30, 2021

83% of Fiscal Year Elapsed

Total Operating Expenses: \$3,684 \$4,215 \$531	:: \$3,684 \$4,215 (\$190) (\$174)	:: \$3,684 \$4,215 (\$190) (\$174)
	(\$174)	(\$174)
	(\$174)	(\$174)
(+11V)	(4/14)	(4/14)

# FY21 Operating Revenue and Expenses

## Year to Date as of April 30, 2021

83% of Fiscal Year Elapsed

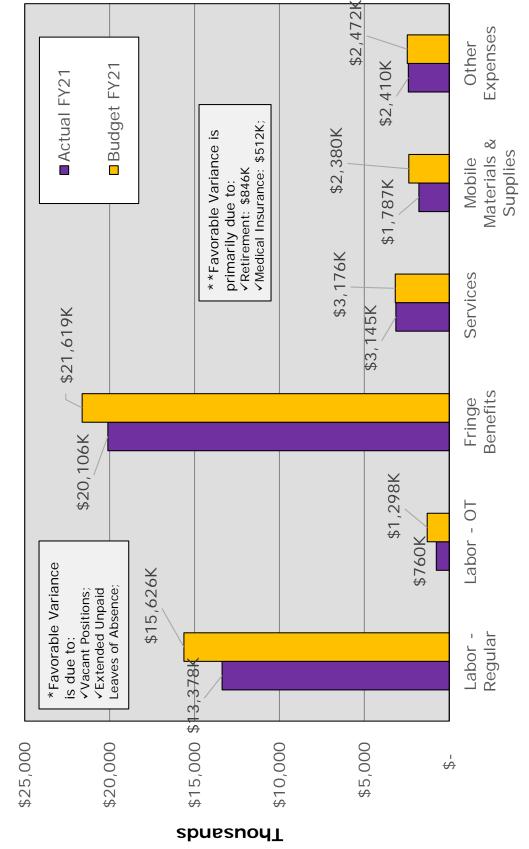
Operating Revenue:         \$43,674         \$47,125         (\$3,451)           Operating Expenses:         \$13,378         \$15,626         \$2,248           Labor - Regular         \$760         \$1,298         \$5,248           Fringe Benefits         \$20,106         \$1,298         \$1,513           Fringe Benefits         \$7,343         \$8,028         \$685           Non-Personnel Expenses:         \$41,587         \$4,984           Total Operating Expenses:         \$41,510         \$1,742           Transfers:         (\$1,910)         (\$1,742)         \$1,365           Operating Balance:         \$1777         \$1,188         \$1,365	\$ In Thousands	Actual	Budget	Budget to Actual Favorable/ (Unfavorable)
\$13,378 \$15,626 \$550,000 \$1,298 \$50,100 \$7,343 \$8,028 \$4,571 \$40,571 \$40,571 \$1,742) \$1,742 \$1,742 \$1,742	Operating Revenue:	\$43,674	\$47,125	(\$3,451)
\$13,378 \$15,626 \$1 \$760 \$1,298 \$20,106 \$21,619 \$ \$8,028 \$41,587 \$46,571 \$4, \$1,910) \$1,742) \$1,	Operating Expenses:			
\$50,106 \$1,298 \$1,298 \$1,343 \$20,106 \$21,619 \$1,298 \$1,343 \$20,106 \$21,619 \$1,742; \$1,742; \$1,777 \$1	Labor - Regular	\$13,378	\$15,626	\$2,248
\$20,106 \$21,619 \$ \$8,028 \$41,587 \$46,571 \$4,010) (\$1,742) (\$1,742) \$1,010	Labor - Overtime	092\$	\$1,298	\$538
se	Fringe Benefits	\$20,106	\$21,619	\$1,513
senses: \$41,587 \$46,571 (\$1,742) (\$1,742) \$177 (\$1,188)	Non-Personnel Expenses	\$7,343	\$8,028	\$685
(\$1,910)     (\$1,742)       \$177     (\$1,188)	Total Operating Expenses:	\$41,587	\$46,571	\$4,984
\$177 (\$1,188)	Transfers:	(\$1,910)	(\$1,742)	(\$168)
	Operating Balance:	\$177	(\$1,188)	\$1,365

## Attachment A \$5,722K Assistance TDA - OP \$4,728K ■ Budget FY21 ■ Actual FY21 \$2,703K \$2/703K Assistance STIC - OP FY21 Operating Revenue by Major Funding Source \$2,247K Assistance STA - Op \$1,671K Year to Date as of April 30, 2021: \* Final CARES Act budgeted in FY21 drawdown; Not \$250K **Fuel Tax** \$250K 83% of Fiscal Year Elapsed 5307/5311\* Federal - OP CARES Act \$2,250K \$ \$4,583K Assistance \$4,580K \$22,069K \$973K Revenue Other \$636K Measure D) (including Sales Tax Revenue \$22,870K \$8,57<mark>8K</mark> Passenger \$5,00\\( 3,985K \$25,000 \$20,000 \$10,000 \$ **Thousands**

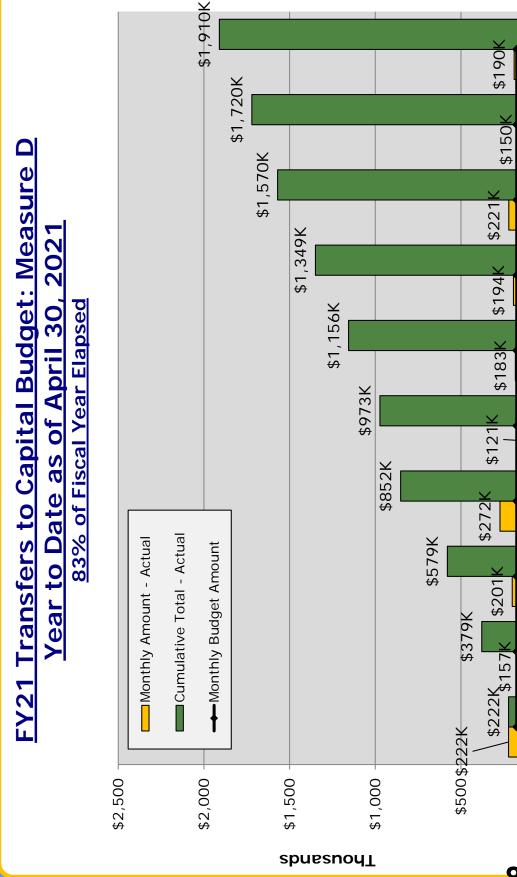
8.2A.4

## FY21 Operating Expenses by Major Expense Category Year to Date as of April 30, 2021

83% of Fiscal Year Elapsed



8.2A.5



FY21 Transfer to Capital Budget Commitment = \$2.3M (Measure D and STA) "Bus Replacement Program"

Apr '21

Mar '21

Feb '21

Jan '21

Dec '20

Nov '20

Oct '20

Sep '20

Aug '20

Jul '20

8.2A.6

\$0

## FY21 Capital Budget:

Spending Year to Date (by Funding Source) as of April 30, 2021

83% of Fiscal Year Elapsed

% Spent YTD	13.6%	Transfers from Operating Budget (Measure D), \$496K
Total FY21 Budget	\$27,789K	Operating and Capital Reserve Fund, \$519K
Actual YTD	83,769	Transfers from Operating Budget (STA-SB1), \$143K  Low Carbon Transit Operations Program (LCTOP), \$1,428K
\$ in Thousands	Total Capital Funding:	0 3)

**Surface Transportation** Block Grant (STBG), \$89K **Actual YTD** Improvement Program

State Transportation

(STIP), \$59K

**PTMISEA** (1B), \$357K

Grants (FTA) Federal

## FY21 Capital Budget:

## Spending Year to Date as of April 30, 2021

83% of Fiscal Year Elapsed

\$ in Thousands	Actual YTD	Total FY21 Budget	% Spent YTD
Total Capital Projects:	\$3,769	\$27,789	13.6%
Proje	ect Category:		Actual Spending YTD:
Construction Related Projects			\$156
Facilities Repair & Improvements			\$782
Revenue Veh Replacement & Cal	ampaigns		\$377
Revenue Veh Replacement & Cal	ampaigns - Electrification Projects	cation Projects	\$2,298
Non-Revenue Vehicle Replacement	ent		\$1
Fleet & Maintenance Equipment			88
Misc.			\$147

## FY21 Top Nine Capital Projects:

## Status Report: Year to Date as of April 30, 2021

83% of Fiscal Year Elapsed (\$ in Thousands)

	Atta	chment A			
Status as of May 13, 2021:	Will pursue Washington State RFP. Coordinating with another agency to demo an MCI bus in May 2021; drive over HWY 17 and test with Proterra chargers	Two buses have arrived, been accepted and paid for Two buses have arrived and are undergoing post-delivery inspections	Buses to go online for production in Oct/Nov 2021. Buses to be delivered by Jan 2022. Accept buses by April 2022.	Consultant responding to County's questions from initial permit submission, Grants are being applied for, Equity Analysis in progress	Ongoing discussions with the City/Consultant. Identifying METRO needs for administrative space and bus tarmac logistics. Grant application delayed to June 2021
% Spent YTD	0.5%	47.1%	%0.0	%8'9	%0.0
Total FY21 Budget	\$4,655	\$4,371	4,136	\$2,286	\$2,148
Actual YTD	\$21	\$2,060		\$155	<del>8</del>
Top Capital Projects: (=>\$1,000K)	Electric Bus (3) + Infra & Proj Mgmt. (FTA 5339c Low-No FY16)	FY18 STIP – 2 ZEBs (STIP, LPP, HVIP = \$300K) & 2 Electric Buses (Watsonville Circulator & Service) (FY15/16 & 17/18 LCTOP)	Replace Six (6) CNG Buses (PTMISEA)	METRO owned ParaCruz Facility FY20 LPP, Grant Match for 5339(b)	Pacific Station/METRO Center Redevelopment w/City of SC (Bus Replacement Funds – Board Commitment: \$4M (\$1M/year: FY20 – FY23)

# FY21 Top Nine Capital Projects con't.

## Status Report: Year to Date as of April 30, 2021

83% of Fiscal Year Elapsed (\$ in Thousands)

	Att	achment	A	
Status as of May 13, 2021:	Project is on hold pending re-evaluation after the pandemic.	Once CalAct Funding is released, order will be placed; estimated to be Summer 2021	IFB posted in Bonfire, bid walk scheduled for mid-May, and bids due end of May. Collaborating with Santa Cruz Fire Department for training.  Access Control - project completed, waiting on final invoice to pay/close project	
% Spent YTD	%0.0	%0.0	6.7%	
Total FY21 Budget	\$1,500	\$1,360	\$974	
Actual YTD	0\$	0\$	\$65	
Top Capital Projects: (=>\$1,000)	14 CNG Buses, Lease to Buy; Capital Lease - Year 1 of 6 Prin Only - (Bus Replacement Fund: SGR; Measure D)	2 35' CNG Buses (FY19 Caltrans Discretionary FTA 5339, Bus Replacement Fund)	Maint Yard-Security Hardening/Expanded Parking/Access Control	ο Δ

8.2A.10

# FY21 Top Nine Capital Projects con't.

## Status Report: Year to Date as of April 30, 2021

83% of Fiscal Year Elapsed (\$ in Thousands)

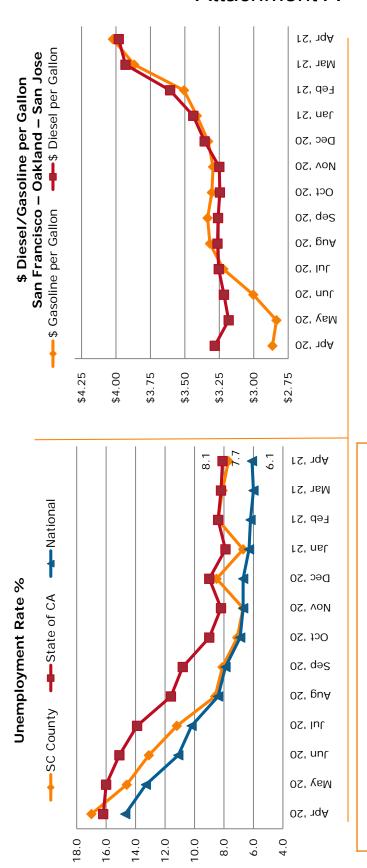
	Attachn	ш	t A	
Status as of May 13, 2021:	7 vans have been ordered and are currently in production; will need additional funding for cameras once delivered. Funds to be spent by Oct 2021.  3 Vans arrived March 29, 2021. Will undergo final modifications and put in service May 2021			
% Spent YTD	10.3%	10.7%	25.1%	13.6%
Total FY21 Budget	\$864	\$22,294	\$5,495	<u>\$27,789</u> 13.6%
Actual YTD	\$88	\$2,392	\$1,377	83,769
Top Capital Projects: (=>\$1,000)	7 Replacement ParaCruz Vans (FY19 LLP, Measure D); 3 ParaCruz Vans (STBG FY19 via RTC)	Total Top 9:	Other Smaller Projects:	Total All Projects:

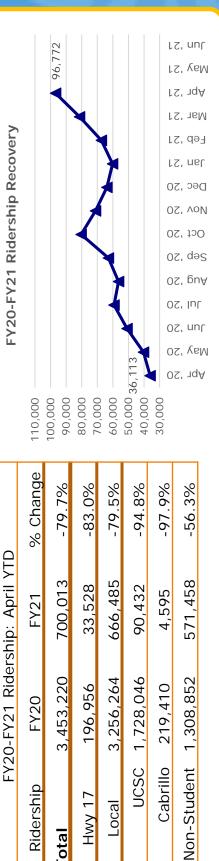
Attachment A

## 7

## Additional Information

## Economic Indicators & Ridership:





Total

### 4

## FY21 Operating Revenue, Expenses, and Transfers: Year to Date as of May 31, 2021: PRELIMINARY:

92% of Fiscal Year Elapsed

		Att	ach	mer	ıt A					
Budget to Actual Favorable/ (Unfavorable)	(\$3,282)		\$4,690	\$640	\$5,330		(\$196)	0\$	(\$196)	\$1,852
Budget	\$49,774		\$41,954	\$8,830	\$50,784		(916'1\$)	0\$	(916'1\$)	(\$2,926)
Actual	\$46,492		\$37,264	\$8,190	\$45,454		(\$2,112)	0\$	(\$2,112)	(\$1,074)
\$ In Thousands	Revenue:	Operating Expenses:	Personnel Expenses	Non-Personnel Expenses	Total Operating Expenses:	Transfers:	Transfers to Capital Budget	Transfers from COVID Reserves*	Total Transfers:	Operating Balance:

<sup>\*</sup>Operating Balance is positive; transfers from COVID Reserves are not needed.

## Questions

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**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** Alex Clifford, CEO/General Manager

SUBJECT: ACCEPT AND FILE MINUTES OF THE MAY 21, 2021 BOARD OF

DIRECTORS MEETING, THE JUNE 11, 2021 FINANCE, BUDGET & AUDIT STANDING COMMITTEE MEETING, AND THE JUNE 11, 2021

CAPITAL PROJECTS STANDING COMMITTEE MEETING

## I. RECOMMENDED ACTION

That the Board of Directors Accept and File the Minutes of the May 21, 2021 Board of Directors Meeting, the June 11, 2021 Finance, Budget & Audit Standing Committee Meeting, and the June 11, 2021 Capital Projects Standing Committee Meeting

## II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) May 21, 2021 Board of Directors Meeting, the June 11, 2021 Finance, Budget & Audit Standing Committee Meeting, and the June 11, 2021 Capital Projects 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 Board of Directors Meeting of May 21,

2021

**Attachment B:** Draft minutes for the Finance, Budget & Audit Standing

Committee Meeting of June 11, 2021

**Attachment C:** Draft minutes for the Capital Projects Standing Committee

Meeting of June 11, 2021

Prepared by: Gina Pye, Executive Assistant

## IX. APPROVALS

Alex Clifford, CEO/General Manager

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## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) BOARD OF DIRECTORS MEETING MINUTES\* MAY 21, 2021– 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, May 21, 2021, 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 Lind.
- **ROLL CALL:** The following Directors were **present** via teleconference, representing a quorum:

Director Jimmy Dutra
Director Aurelio Gonzalez
Director Shebreh Kalantari-Johnson
Director Manu Koenig
Director Donna Lind
Director Bruce McPherson
Director Donna Meyers
Director Larry Pageler
Director Kristen Petersen
Director Dan Rothwell
Director Mike Rotkin
Ex-Officio Director Dan Henderson
Ex-Officio Director Alta Northcutt

City of Watsonville
City of Watsonville
City of Santa Cruz
County of Santa Cruz
City of Scotts Valley
County of Santa Cruz
City of Santa Cruz
City of Santa Cruz
County of Santa Cruz
City of Capitola
County of Santa Cruz
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Additional METRO staff:

Alex Clifford Julie Sherman CEO/General Manager General Counsel

## 3 ANNOUNCEMENTS

Today's meeting is being broadcast by Community Television of Santa Cruz County.

## 4 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION UPDATE

Julie Sherman, General Counsel, announced the item to be discussed in today's first closed session; METRO's CEO/General Manager performance evaluation. She did anticipate potential Board action after the closed session.

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## Public comments:

Kiernan Colby, SEIU 521 Lead Internal Organizer, spoke on behalf of members who have concerns about the CEO. Mr. Colby provided a few examples supporting the vote of no confidence petition (attached). It was signed by approximately 83% of the SEIU & SMART members. Mr. Colby asked the Board to do the right thing; the unions want to partner with METRO's leadership.

James Sandoval, SMART General Chairperson, thanked the Board for meeting with the union members. He echoed Mr. Colby's comments and asked the Board not to renew his contract.

Jeffrey Smedberg, a resident of Santa Cruz County who has at times relied on METRO's transportation, stands in solidarity with friends who work for both represented unions in their CEO no confidence vote.

Elise Casby, a member of the public, said it is extremely important that Mr. Clifford not be rehired. This is not the type of leadership METRO needs.

Brett Garrett expressed his support for the comments of the others.

5 RECESS TO CLOSED SESSION - 9:23 AM

## SECTION II - CLOSED SESSION

6 PUBLIC EMPLOYEE PERFORMANCE EVALUATION PURSUANT TO GOVERNMENT CODE SECTION 54957(b)(1)

CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6

AGENCY DESIGNATED REPRÉSENTATIVE: DONNA LIND, BOARD CHAIR TITLE/UNREPRESENTED EMPLOYEE: ALEX CLIFFORD, CEO/GM

Following the Closed Session, and after a 15-minute recess, the Board may consider potential actions to amend the Employment Agreement of the CEO/General Manager.

Ex-Officio Director Henderson departed at 11:40AM

## Chair Lind Reconvened the Board Meeting at 11:45A

Chair Lind announced there would be a 15-minute break during which time the public will have an opportunity to review the (attached) fifth amendment to the CEO employment agreement.

Per General Counsel Sherman, the fifth amendment of the CEO employment agreement will be available for viewing on the CommunityTV site and the METRO website while we take a 15-minute recess. When the meeting reconvenes, she will provide an oral summary of the amendment. Prior to the Board voting on this matter, there will be an opportunity for Board and public comment.

15 MINUTE BREAK BEGAN: 11:47AM

**MEETING RESUMED AFTER 15 MINUTE BREAK AT 12:00PM** 

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## SECTION II - RECONVENE TO OPEN SESSION

## 7 REPORT OF CLOSED SESSION ITEMS

Julie Sherman, General Counsel, announced this is the fifth amendment to the CEO employment agreement and provided a brief oral summary of each of the amendment's sections.

## Public comments:

Chair Lind approved Ms. Casby's request to submit her written comments for distribution to the board members. Ms. Casby then went on to offer both positive and negative comments regarding the CEO and METRO transit services.

Krista, a Santa Cruz resident, supports the SEIU membership action. She would prefer to see the Board focus on increasing ridership rather than Mr. Clifford's sizeable pay increase.

ACTION: MOTION TO APPROVE THE FIFTH AMENDMENT TO THE CEO EMPLOYMENT AGREEMENT AS PRESENTED BY LEGAL COUNSEL. BOARD CHAIR TO MEET WITH CEO IN PRIVATE TO DISCUSS BOARD CONCERNS REGARDING THE CEO'S PERFORMANCE

MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROTHWELL

MOTION PASSED WITH 11 AYES (Directors Dutra, Gonzalez, Kalantari-Johnson, Koenig, Lind, McPherson, Meyers, Pageler, Petersen, Rothwell and Rotkin)

## 8 BOARD OF DIRECTORS COMMENTS

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

In the interest of maintaining quorum, Agenda Item 15, Consideration of Santa Cruz METRO's Draft FY22 & FY23 Operating Budgets, FY22 Capital Budget and a Resolution Setting a Public Hearing on June 25, 2021, was heard in advance of Agenda Item 9, et al.

## 9 ORAL AND WRITTEN COMMUNICATIONS TO THE BOARD OF DIRECTORS

9.1 – May 3, 2021 Letter from Congresswoman Anna Eschoo 9.2 – April 30, 2021 Letter from Congressman Jimmy Panetta

Director Rotkin noted that "earmarks" may be brought back and supported by Congressmembers Eschoo and Panetta. He suggested METRO send a thank you note for including METRO in their considerations.

Received 5/19/2021, after the agenda was posted:

- Agenda Item 6: Closed Session, Public Employee Performance Evaluation Pursuant to Gov't Code Section 54957(b)(1) and Conference with Labor Negotiator Pursuant to Gov't Code Section 54957.6
  - Vote of No Confidence in Alex Clifford Petitions

Received 5/20/2021, after the agenda was posted:

- Agenda Item 9: Communications to the Board
  - Email and letter from Nathanael Abrego, Paratransit Operator
- Agenda Item 19: Closed Session: Conference with Labor Negotiator Pursuant to Gov't Code Section 54957.6 (Stipend Request)

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Email with multiple media links and Atlanta Journal Constitution Article from James Sandoval, Organizer, General Chairperson

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

## 10 LABOR ORGANIZATION COMMUNICATIONS

Brett Garrett provided a brief oral description of an innovative transportation project in Contra Costa County referred to as Dynamic Rapid Transit (DRT), suggesting that the Board/METRO consider such a project.

Mr. Sandoval said it is disheartening and sad to learn of the Board's decision to vote unanimously in support of the CEO's employment contract extension. Unfortunately, this was treated as a procedural matter, with the Union not taken seriously. The CEO and Board relationship needs some improvement; however, both unions will strive to make it work.

Joan Jeffries, SEA President, thanked Mr. Sandoval for his comments. She hopes things can improve and thanked the Board for listening.

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

## 11 METRO ADVISORY COMMITTEE (MAC) WRITTEN COMMUNICATIONS Hearing none, Chair Lind moved to the next agenda item.

12 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS Hearing none, Chair Lind moved to the next agenda item.

## CONSENT AGENDA

- 13.1 ACCEPT AND FILE: PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF APRIL 2021
- 13.2 ACCEPT AND FILE: MINUTES OF THE APRIL 21, 2021 METRO ADVISORY COMMITTEE MEETING, THE APRIL 23, 2021 BOARD OF DIRECTORS MEETING, THE MAY 14, 2021 FINANCE, BUDGET & AUDIT STANDING COMMITTEE MEETING AND THE MAY 14, 2021 CAPITAL PROJECTS STANDING COMMITTEE MEETING
- 13.3 ACCEPT AND FILE: YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF MARCH 31, 2021
- 13.4 ACCEPT AND FILE: YEAR TO DATE KEY PERFORMANCE INDICATORS (KPI) REPORT FOR QUARTER THREE AS OF MARCH 31, 2021
- 13.5 ACCEPT AND FILE: QUARTERLY STATUS REPORT OF GRANT APPLICATIONS, ACTIVE AND PENDING GRANTS FOR THE THIRD QUARTER OF FY21
- 13.6 ACCEPT AND FILE: THE METRO PARACRUZ OPERATIONS STATUS REPORT FOR JANUARY, FEBRUARY AND MARCH 2021
- 13.7 ACCEPT AND FILE: METRO SYSTEM RIDERSHIP REPORTS FOR THE THIRD QUARTER OF FY21
- 13.8 APPROVE: RELOCATION EXPENSES

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- 13.9 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO/GM TO SUBMIT A JOINT APPLICATION WITH THE CITY OF SANTA CRUZ FOR THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES (AHSC) PROGRAM
- 13.10 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. FOR GENERAL ON-CALL ARCHITECTURAL AND ENGINEERING SERVICES NOT TO EXCEED \$300,000
- 13.11 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO COLOR NEW CO. FOR EXTERIOR REFURBISHMENT OF THE MAINTENANCE FACILITY NOT TO EXCEED \$116,600
- 13.12 APPROVE: CONSIDERATION OF AWARD OF CONTRACT TO EAST BAY TIRE CO. FOR PURCHASE, DELIVERY AND SERVICING OF REVENUE AND NON-REVENUE TIRES NOT TO EXCEED \$200,000
- 13.13 APPROVE: CONSIDERATION OF DECLARING VEHICLES AND/OR EQUIPMENT AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION
- 13.14 APPROVE: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 3<sup>RD</sup> CONTRACT AMENDMENT WITH SWIFT CONSULTING SERVICES TO INCREASE THE CONTRACT TOTAL BY \$18,250 FOR FEASIBILITY STUDY AND ASSOCIATED SERVICES

ACTION: MOTION TO APPROVE THE CONSENT AGENDA AS PRESENTED

MOTION: DIRECTOR MEYERS

MOTION PASSED WITH 11 AYES (Directors Dutra, Gonzalez, Kalantari-Johnson, Koenig, Lind, McPherson, Meyers, Pageler, Petersen, Rothwell and Rotkin)

## **REGULAR AGENDA**

## 14 CEO ORAL REPORT / COVID-19 UPDATE

CEO Clifford thanked the Board members for today's action regarding his employment amendment.

SECOND: DIRECTOR GONZALEZ

There have been no new hires, promotions, longevity recognitions or retirees since the last Board meeting.

CEO Clifford provided brief funding updates from various federal and state legislative bodies.

## COVID updates:

- METRO has had no new COVID-19 cases since March 15
- Approximately 70% of METRO employees are fully vaccinated
- Effective May 1, bus capacity was increased to 25 on 40' and up to 15 on 30' buses, resulting in reduced pass-ups; with the exception of Highway 17 service due to compliance with Santa Clara County Health bus capacity limits of 8 per bus. To

Board of Directors May 21, 2021 Page 6 of 7

compensate, we have been running extra buses on these routes. VTA's Acting CEO is hopeful the county will lessen this restriction in the near future.

- Any further adjustments will be made following the Governor's June 15 announcement
- Restrooms are now open at Watsonville and Pacific Station Transit Centers.

There were no public comments.

## 15 CONSIDERATION OF SANTA CRUZ METRO'S DRAFT FY22 & FY23 OPERATING BUDGETS, FY22 CAPITAL BUDGET AND A RESOLUTION SETTING A PUBLIC HEARING ON JUNE 25, 2021

CFO Chuck Farmer provided commentary to the presentation, focusing on the \$300K difference since the draft budget was last presented at the April 23, 2021 Board meeting.

Public comment:

Ms. Casby suggested the Board advertise the Board meeting more to encourage public participation.

ACTION: MOTION TO APPROVE SANTA CRUZ METRO'S DRAFT FY22 & FY23 OPERATING BUDGETS, FY22 CAPITAL BUDGET AND A RESOLUTION SETTING A PUBLIC HEARING ON JUNE 25, 2021 AS PRESENTED

MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PAGELER

MOTION PASSED WITH 11 AYES (Directors Dutra, Gonzalez, Kalantari-Johnson, Koenig, Lind, McPherson, Meyers, Pageler, Petersen, Rothwell and Rotkin)

## 16 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION UPDATE

Julie Sherman, General Counsel, announced there is one item to be discussed in today's second closed session. She did not anticipate a report out after this closed session, but was not certain.

There was no public comment.

## 17 ANNOUNCEMENT OF NEXT MEETING: JUNE 25, 2021

Chair Lind announced the next meeting on June 25, 2021 and 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.

18 RECESS TO CLOSED SESSION – 12:45PM

### SECTION II - CLOSED SESSION

19 CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6

AGENCY DESIGNATED REPRESENTATIVE: ALEX CLIFFORD, CEO/GM EMPLOYEE ORGANIZATION: SMART. LOCAL 23 FIXED F

ALEX CLIFFORD, CEO/GM SMART, LOCAL 23 FIXED ROUTE & PARACRUZ OPERATION, & SEIU, LOCAL 521

Board of Directors May 21, 2021 Page 7 of 7

# SECTION III - RECONVENE TO OPEN SESSION - 1:26PM

# 20 REPORT OF CLOSED SESSION ITEMS

Chair Lind announced there was nothing to report from the second closed session.

# 21 ADJOURNMENT

Chair Lind adjourned the meeting at 1:28PM

Respectfully submitted,

Gina Pye Executive Assistant



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# Attachment CLOSED SESSION I: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

### FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fifth Amendment to the Employment Agreement made and entered into on May 21, 2021 by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "Santa Cruz METRO)" and Alexander D. Clifford (hereinafter referred to as "Employee").

### I. RECITALS

- 1.1 Santa Cruz METRO and Employee entered into an Employment Agreement ("Agreement") on March 28, 2014.
- 1.2 The Agreement allows for amendment upon mutual written consent.
- 1.3 Santa Cruz METRO and Employee desire to amend the Agreement to increase the compensation of Employee and make various other revisions to the Agreement.

Therefore, Santa Cruz METRO and Employee amend the Agreement as follows:

### II. TERM

2.1 SECTION 3 – TERM OF EMPLOYMENT is amended by deleting Subsection A in its entirety and replacing it with the following:

"The term of this Agreement shall be for the period of May 7, 2014 through May 6, 2025. This Agreement is subject to the termination provisions provided in Sections 7 and 8, below. For the remainder of this Agreement, Employee's "anniversary date" shall be on May 7."

### III. COMPENSATION

- 3.1 SECTION 4 COMPENSATION of the Agreement is amended by adding the following paragraph to Subsection A directly above the paragraph beginning with "Upon Satisfactory Performance of Duties...",:
  - "Pursuant to Amendment Five of this Agreement, commencing May 7, 2021 ("Anniversary Date"), Employee will be paid at Step 5 of the monthly salary schedule established for the position of Chief Executive Officer/General Manager, for an adjusted monthly salary amount of \$22,080.24."
- 3.2 SECTION 4 COMPENSATION of the Agreement is amended by adding the following paragraph to Subsection A directly below the paragraph beginning with "Upon Satisfactory Performance of Duties...", :
  - "Pursuant to the Fifth Amendment, upon satisfactory performance of duties, including metrics defined by the Board, rather than follow a step schedule, Mr. Clifford shall receive a 5% performance pay increase on his Anniversary Date, beginning May 7, 2022, and each Anniversary Date thereafter upon a showing of satisfactory performance. Any cost of living adjustments approved by the Board of Directors applying to the rates of compensation in the Management Compensation Plan shall be applied to rates identified for the position of Chief Executive officer/General Manager in accordance with Santa Cruz METRO's regular payroll procedures."

# Attachment CLOSED SESSION I: PUBLIC EMPLOYEE PERFORMANCE EVALUATION

# IV. INSURANCE

4.1 SECTION 15 – MEDICAL/DENTAL/VISION/LIFE INSURANCE/SHORT & LONG-TERM DISABILITY INSURANCE of the Agreement is amended by deleting Subsection B in its entirety and replacing it with the following:

"Santa Cruz METRO will pay the full cost of Term Life Insurance, covering employee at 3x Base Salary unless such level of insurance is not attainable in the open market. If such is the case, Santa Cruz METRO will provide Employee the Term Life Insurance to the maximum level available, not to exceed 3x Base Salary."

# V. REMAINING TERMS AND CONDITIONS

5.1 All other provisions of the Agreement that are not affected by this Amendment shall remain unchanged and in full force and effect for the remainder of the term of the Agreement.

IN WITNESS WHEREOF the undersigned have executed this Fifth Amendment to the Agreement dated this 21st day of May, 2021 at Santa Cruz, California.

Employee	Santa Cruz Metropolitan Transit District
Alexander D. Clifford	Chair, Board of Directors
	, and the second se
Approved as to form:	
Julie A. Sherman, District General Counsel	

5/17/2021

Vote Of No Confidence in Alex Clifford Petition

# Vote Of No Confidence in Alex Clifford Petition

We, the undersigned staff of Santa Cruz Metropolitan Transit District, have composed this letter to express our dissatisfaction with the current CEO/General Manager Alex Clifford.

This letter is to express a "VOTE OF NO CONFIDENCE" in Alex Clifford and his abilities to function as the CEO/General Manager for Santa Cruz Metropolitan Transit District. We, the signees, understand the severity of this decision and did not arrive at it hastily.

In the past, SMART (formally known as UTU) and Metro, has always functioned well together as a cohesive group thriving in a spirit of cooperation. Metro has always been a family and a place where we supported each other in the deliverance of the best public service and a space for good working relations. Prior to Alex Clifford, we have been proud of the work we did, working collaboratively, and felt like our input made a difference.

Throughout his tenure as CEO / General Manager we, the employees of Metro, have had concerns regarding Alex Clifford's ability to lead this agency due to his lack of professionalism, and leadership: specifically regarding trust, integrity, collaboration, decision making, vision, and his lack of respect for other staff.

Metro relies on the collaboration from all of the staff to provide exemplary public transportation service for our community.

Alex Clifford has demonstrated an ongoing lack of respect toward all of Metro staff, as his comments are consistently degrading and disrespectful towards the workforce as a whole. After many discussions with Alex Clifford, in an attempt to improve relationships, he continues to prove his disinterest in developing a working partnership with his employees. We have given many chances to Alex to see if he would be willing to work with the staff in a spirit of cooperation to grow the transit system by securing grants, develop programs, and shape a place of best practices for jobs; all of which would allow Alex to change and grow in his leadership. Time and time again, he has actively refused to co-create a productive, affirming, and mutual workplace. Alex's ongoing, harmful choices in this position of leadership needs to stop.

The morale is low amongst our members and we attribute that primarily to Alex Clifford and therefore we are insisting on a change of leadership for Metro.

We stand in solidarity in support of this vote of no confidence.

\*Required

E/1	71	20	21

Ί.	If you agree with the above statement, please add your full name once to our
	collective Vote of No Confidence in Alex Clifford. *

2. In addition to your full name above, please add your badge number below. \*

This content is neither created nor endorsed by Google.

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-	03/05/2021 10:25:13	James Sandoval	209
7	03/05/2021 10:25:42	Joshua C. Chelise	652
ဗ	03/05/2021 11:06:21	Brandon Freeman	589
4	03/05/2021 11:10:08 Joe Escobar	Joe Escobar	609
2	03/05/2021 11:10:24	Ivan T. Garcia	670
9	03/05/2021 11:10:57	Rhiannon Axton	525
7	03/05/2021 11:11:25	Ignacio Mata	614
œ	03/05/2021 11:11:53	Robert Krause	885
6	03/05/2021 11:13:22	Julio Garcia Velasco	571
10	03/05/2021 11:13:56	Edgardo Madrigal	615
7	03/05/2021 11:21:41	Julio Perez	642
12	03/05/2021 11:22:29	Peg Flechtner	548
13	03/05/2021 11:26:03	Michael Richards	664
4	03/05/2021 11:27:12	Travis Havens	597
15	03/05/2021 11:30:17	Johnny lopez	619
16	03/05/2021 11:31:41	Benjamin bidmon	592
17	03/05/2021 11:33:43	Alicia Griffin	591
18	03/05/2021 11:35:35	Gustavo Magana	635
19	03/05/2021 11:41:25	Juan B Montesinos-zarate	618
20	03/05/2021 11:41:45 Lorena Calderon	Lorena Calderon	596
21	03/05/2021 11:42:45	03/05/2021 11:42:45 Allison K. Hernandez-Ada	604
22	03/05/2021 12:11:42	Deanna D Lopez	641
23	03/05/2021 12:14:55	Michelle C Martinez	599
24	03/05/2021 12:23:29	Todd Pinsky	552
25	03/05/2021 12:37:12	03/05/2021 12:37:12 Juan Manuel Fernandez	562
56	03/05/2021 12:38:10 Maurizio Italia	Maurizio Italia	565
27	03/05/2021 12:52:49 Lyle Myron toline	Lyle Myron toline	575
28	03/05/2021 12:57:23	03/05/2021 12:57:23 Amanda Kristine Bidmon	593
59	03/05/2021 13:02:24	Francisca Fernandez	638

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30	03/05/2021 13:30:36		675
31	03/05/2021 13:30:47	7 Robert P Maldonado	543
32	03/05/2021 13:32:27	?7 Cindi Farrell	678
33	03/05/2021 13:35:20	0 Bernabe Jose carranco	677
34	03/05/2021 13:36:22	2 Pedro Gutierrez	542
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36	03/05/2021 13:47:03	3 Lenore Young	896
37	03/05/2021 13:56:08	8 Angel Valdez	362
38	03/05/2021 14:01:17	7 Nathanael Abrego	23
39	03/05/2021 14:15:05	5 Sergio Tabag	857
40	03/05/2021 14:24:12	2 Phylicia Mattos	699
41	03/05/2021 14:24:30	0 Daniela A Leal	671
42	03/05/2021 14:41:43	3 David R Demara	1205
43	03/05/2021 14:46:28	8 Isidro gabriel guevara	685
44	03/05/2021 14:51:15 Les Beck	5 Les Beck	398
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46	03/05/2021 16:03:2	03/05/2021 16:03:25 Mary Therese Sells	555
47	03/05/2021 16:35:50 Angelina Avila	0 Angelina Avila	657
48	03/05/2021 19:09:48 Jose Carranco	8 Jose Carranco	39
49	03/05/2021 19:12:04 Alma Gutierrez	4 Alma Gutierrez	005
20	03/05/2021 21:51:12	2 Jesus Gonzales	588
51	03/05/2021 22:57:44	4 Blanca Eusse-Valdez	578
52	04/05/2021 06:02:52	2 Hung C Lee	547
53	04/05/2021 08:24:45	5 Eddie Torres	633
54	04/05/2021 09:29:03	3 Erlyn Osorio	546
25	04/05/2021 09:30:1	04/05/2021 09:30:18 Josefina cruz 613	613
26	04/05/2021 09:50:07 Nanez,Jose	7 Nanez,Jose	487
22	04/05/2021 10:35:41 Lynn Hersey	1 Lynn Hersey	433
28	04/05/2021 11:13:47	7 Serafín. G Ruiz	416

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29	04/05/2021 12:32:03	12:32:03		290
09	04/05/2021 12:36:10	12:36:10	Norma Osorio	647
61	04/05/2021	13:03:01	04/05/2021 13:03:01 Patrick Forthun	563
62	04/05/2021 13:09:25	13:09:25	Clarence Aragon	270
63	04/05/2021	13:48:29	04/05/2021 13:48:29 Juan R. Garcia	643
49	04/05/2021	13:50:23	04/05/2021 13:50:23 Miguel A Duarte	658
92	04/05/2021	13:53:35	04/05/2021 13:53:35 Valentin Zarate	511
99	04/05/2021	14:10:50	04/05/2021 14:10:50 Jon Bartholomew	693
29	04/05/2021	14:50:23	04/05/2021 14:50:23 Delvis F Seda Jr	490
99	04/05/2021	14:55:20	04/05/2021 14:55:20 Lanea Hightower	639
69	04/05/2021	15:14:53	04/05/2021 15:14:53 George Felder	268
20	04/05/2021	15:20:53	04/05/2021 15:20:53 Manny Perez	611
71	04/05/2021	15:24:44	04/05/2021 15:24:44 John Thomas	463
72	04/05/2021	16:11:00	04/05/2021 16:11:00 Adrian Jimenez	663
73	04/05/2021	16:46:01	04/05/2021 16:46:01 Byron Watson	530
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22	04/05/2021 17:14:07	17:14:07	Ed Davidson	512
92	04/05/2021	17:45:49	04/05/2021 17:45:49 Uriel mendoza	598
11	04/05/2021	18:03:11	04/05/2021 18:03:11 Marie hoyos	584
28	04/05/2021	18:08:04	04/05/2021 18:08:04 Ezequiel Osorio	521
79	04/05/2021 18:29:22	18:29:22	Oscar Mendez	603
80	04/05/2021 20:07:38	20:07:38	Pablo Martinez	089
81	04/05/2021 20:08:36	20:08:36	Gabriela Martinez	1252
82	. 05/05/2021	00:58:39	05/05/2021 00:58:39 Miguel Angel Maldonado,	289
83	05/05/2021	03:53:23	05/05/2021 03:53:23 Mario Espinoza.	284
84	05/05/2021 08:45:47	08:45:47	Efrain Arellano	610
85	05/05/2021	09:11:36	05/05/2021 09:11:36 Leonel Ruiz Chávez	032
98	05/05/2021	10:18:47	05/05/2021 10:18:47 Paul Lennon	602
87	05/05/2021	10:29:29	05/05/2021 10:29:29 Jay Renteria	517

F	Timestamp		If you agree with the abov In addition to your full	If you agree with the abov In addition to your full name above, please add your badge number be
88	05/05/2021	12:41:27	05/05/2021 12:41:27 Lizette Mendoza	616
88	05/05/2021 13:23:31	13:23:31	Jeremy Lovenfosse	628
90	05/05/2021 13:45:10	13:45:10	Jesus M. García	656
91	05/05/2021 14:00:40	14:00:40	Andre Harte	562
92	05/05/2021 14:13:22	14:13:22	Gustavo R Cortes	506
93	05/05/2021 14:26:30	14:26:30	Francisco Calderon	430
94	05/05/2021	15:36:06	05/05/2021 15:36:06 William McIntyre	518
98	05/05/2021 15:42:24	15:42:24	Mario Arellano	497
96	05/05/2021 16:10:41	16:10:41	David Hernandez	621
26	05/05/2021 16:31:08	16:31:08	Romeo Vidal	620
98	05/05/2021 18:26:34	18:26:34	Howard James	579
66	05/05/2021 19:17:32	19:17:32	Juan I Gallegos	026
100	06/05/2021 08:54:05	08:54:05	Donovan Castaneda	654
101	06/05/2021 08:59:38	08:59:38	Mark Saunders	448
102	06/05/2021 09:01:37	09:01:37	Clint D. Nabor	636
103	06/05/2021 09:03:06	09:03:06	Elena Zyulina	688
104	06/05/2021 09:08:27	09:08:27	Ricardo Jesus Vivanco	035
105	06/05/2021	09:16:49	06/05/2021 09:16:49 Xiomara Brioso	655
106	06/05/2021 09:23:14	09:23:14	Pío quinto Carrillo	679
107	06/05/2021	09:42:01	06/05/2021 09:42:01 Jorge Antonio Gallegos	662
108	06/05/2021 09:59:23	09:59:23	Michael miller	412
109	06/05/2021 10:06:30	10:06:30	Alejandro barriga	045
110	06/05/2021	10:11:54	06/05/2021 10:11:54 Rhonda Starleen Carter	493
111	06/05/2021	11:03:52	06/05/2021 11:03:52 Juan M Garcia	069
112	06/05/2021	11:06:06	06/05/2021 11:06:06 david medina	634
113	06/05/2021	11:39:14	06/05/2021 11:39:14 José Luis Barriga Estrada	582
114	06/05/2021	12:02:51	06/05/2021 12:02:51 Jesse Mendoza	1155
115	06/05/2021	14:00:16	06/05/2021 14:00:16 Andrew Kearney	665
116	06/05/2021	15:24:57	06/05/2021 15:24:57 Martin George Gilbert	458

F	Timestamp	If you agree with the abov In addition to your full name above, please add your badg	r full name above, please add your badg
117	07/05/2021 06:32:29	Salvador Calderon	439
118	07/05/2021 07:50:02	Paul Q camacho	724
119	07/05/2021 13:19:48 Ronald Catley	Ronald Catley	057
120	07/05/2021 14:50:05	Sara Hewitt	51
121	07/05/2021 18:51:52 Leo Herrera	Leo Herrera	842
122	07/05/2021 18:51:59	Oscar Herrera	820
123	08/05/2021 16:06:11 Victor Rodriguez	Victor Rodriguez	56
124	08/05/2021 18:25:06	Ruben Valdez	020
125	09/05/2021 13:33:13	09/05/2021 13:33:13 Miguel Avalos Lazaro	674
126	10/05/2021 14:05:15 Heriberto Estrada	Heriberto Estrada	625
127	10/05/2021 14:44:45 Jorge Henriquez	Jorge Henriquez	1228
128	10/05/2021 14:54:05 Maribel Negrete	Maribel Negrete	681
129	10/05/2021 14:54:55 Jennifer Kortright	Jennifer Kortright	053
130	10/05/2021 18:07:20 Efren J. Escamilla	Efren J. Escamilla	843
131	11/05/2021 08:23:13	Manuel Diaz	037
132	11/05/2021 09:45:20 Amy perez	Amy perez	617
133	11/05/2021 15:03:23	ELEUTERIO GARCÍA SU	480
134	11/05/2021 15:28:24	Francisco f Estrada	462
135	11/05/2021 15:33:50	Miguel A Escarcega	200
136	11/05/2021 15:58:27	Amy Lona	640
137	11/05/2021 16:04:49	Israel zaragoza	03
138	11/05/2021 16:14:30	Bonita Cramer	700750
139	11/05/2021 16:33:19	Bryan sauceda	040
140	11/05/2021 16:33:41	Noah Vasseur	018
141	12/05/2021 09:09:27	Mitch Doukas	878
142	12/05/2021 11:02:50	Carolyn Bowers	502
143	13/05/2021 16:55:43	Edgardo Villalobos	580
144	13/05/2021 18:29:10	Bonnie Farris	507
145	13/05/2021 20:03:10 Cesar Medina	Cesar Medina	649

it you agree with the abov in addition to your full hame above, please add your badge numb	13/05/2021 20:05:55 Rodrigo Mojica 050	13/05/2021 21:27:18 Idan albarado 668	14/05/2021 08:46:35 Marc Krovetz	15/05/2021 14:44:37 Jaime Jimenez-Neri 682
Imestamp	13/05/2021 20:	13/05/2021 21:	14/05/2021 08:	15/05/2021 14:
-	146	147	148	149



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> Phone: 559-635-3720 Fax: 559-733-5006

May 19, 2021

We the undersigned SEIU 521 Members Vote **NO CONFIDENCE IN ALEX CLIFFORD's** leadership as CEO.

### Names

Molly Gallet Esmeralda Arias Joy Olander Liz padilla

Elizabeth Thompson Eduardo Montesino Maria Hernandez

Alejandro Rondariz

Jose Flores Arturo Valdez

Luis Rocha

Julio Currea

Jose Zamarripa

Ed Cummins

Catalino Vasquez
Wes Guild

Jaime S. Hernandez

Tomas Moreno Luis Abundez

Rob Willis

**Elmer Torres** 

Cristobal Rivera

Brian Lam

Stefan Woliczko

Lucas Iriguchi

Nathan Misenheimer

Pete Rasmussen

Cortney Martin

Mike

Antonio Z Garcia

Cesar Alvarez

Joan Jeffries

Jason LoGiudice

Mariano Bernal

Adela

Edward diaz

Lupe

Robert. Valdiva

Antonio Z Garcia

jess martinez

Efrain Hernandez

Ivan Ballesteros

Tomas Moreno

Andrea Eusse-Gil

Tomas Moreno

Eric Perez

Manny M.

Dario Rocha

Sandra Howard

Holly Alcorn

Jose Flores

anonymous

MIchael Rios

Jordan Vascones

Michael

Vickie Sanchez

John Nevin

Chris perez

Eddie Bibriesca

Cayla Hill

Daniel Zenteno

Jose Raygoza

Miguel Villarruel

Christopher R. Leonard

Uriel Estrada

©2021 SEIU Local 521, CTW-CLC KC:rjl opeiu 29 afl-cio/clc Santa Cruz Metro No Confidence Vote 05.19.2021

www.seiu521.org

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# Gina Pye

From:

Nate Abrego <nathanaelabrego@gmail.com>

Sent:

Thursday, May 20, 2021 9:56 PM

To:

boardinquiries@scmtd.com

Subject:

AGENDA ITEM 9 ORAL AND WRITTEN COMMUNICATIONS TO THE BOARD OF

**DIRECTORS** 

Attachments:

LaloAbregoLetterToBoard.docx

I am sending this letter on behalf of my father concerning the situation that caused my brother Jesus Estrada to resign.

Thank you,

Nathanael Abrego Paratransit Operator (Paracruz) Senior Vice Chairperson Union Representative SMART-Union Local 0023 831-206-0062

I would like to express my concern with what is happening to new bus operator employees. It seems to be standard practice now that when a new employee has something particularly important occur that may be out of their control, such as an illness, or their family member has a medical emergency, they are let go. In the case of my son, Jesus Estrada, he simply asked for one hour to be able to go to the County office to receive a marriage certificate and they denied it. They left him no choice but to resign from the job. I pleaded with Operations Manager Anna Gouveia that the date had already been set for the upcoming Saturday and could not be changed. Anna simply replied that the decision of the training supervisor Leo Pena had been made and there is nothing she could do. Jesus had insisted for two weeks that his situation was a very personal one and marriage is a religious act that he could not fail to do. He was simply asking for one hour, and they literally forced him to choose over his soon to be marriage or his job.

There have been similar cases with other new employees. One of which was brought to the attention of the board a couple of years ago. Another long-time bus operator (20+ years) whose son was let go after he had to take a family member to the ER. These employees join with hope and excitement to begin a long career working for the Metro but have been let go or forced to resign due to a personal emergency simply because they are not protected by a union during the probation period. Their rights are abused with no recourse. I understand that Metro has a set of rules and standards, but they fail to see that in these situations they are not correct.

Please, for the sake of those who desire to work for the Metro, do not allow them to be treated unjustly. Treat them like human beings.

From:

James Sandoval

To:

boardinguiries@scmtd.com

Subject:

Agenda Item 19: SECTION IV: CLOSED SESSION - CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO

GOVERNMENT CODE SECTION 54957.6 (Stipend Request)

Date:

Thursday, May 20, 2021 8:19:51 PM

Attachments:

image001.png

MARTA employees to get \$3,500 pandemic bonus.pdf

# Hello Board of Directors,

I'm not quite sure what will be discussed or voted on in IV Closed Session but I just want to reiterate that we only requested to be able to sit at the table to discuss some type of reasonable stipend. Here are a few examples at other transportation agencies with what they are doing for their workers regarding some type of stipend:

https://www.ajc.com/news/commuting-blog/marta-employees-to-get-3500-pandemicbonus/CIP3EX2FO5HRZNBN4VEJMA5UUE/

https://www.gwinnettdailypost.com/local/gwinnett-commissioners-approve-pandemic-bonuses-forcountys-transit-workers/article 5fbb1960-867f-11eb-a70f-971775197376.html

https://www.houstonchronicle.com/news/houston-texas/transportation/article/Metro-paying-workers-150-per-week-bonuses-for-15429872.php

We don't know if you all are discussing whether you will assign a lead negotiator for Metro regarding this request or if you all will be discussing some type of offer yourselves. Either way, we leave it up to you all to decide what is fair.

Thank you all for your consideration.

In unity,

# James Sandoval

Organizer, General Chairperson Sheet Metal Air Rail Transportation (SMART) Local 0023 8312470400





Virus-free. www.avast.com

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# Attachment COMMUNICATIONS TO THE BOARD MARTA employees to get \$3,500 pandemic bonus

5/20/2021

The Atlanta Journal-Constitution

( Log In



COMMUTING BLOG | April 30, 2021

By David Wickert, The Atlanta Journal-Constitution

Advertisement

MARTA plans to pay front-line and unionized employees an extra \$3,500 for working through the coronavirus pandemic.

Advertisement

The one-time payment would go to bus and rail operators, mechanics and supervisors and members of the MARTA Police Department with the rank of major and below. The \$13 million cost would come from budget surpluses that resulted from higher-than-expected sales tax revenue, lower-than-expected costs and federal pandemic relief.

"I am extremely grateful to our frontline employees who have carried us through this pandemic," said MARTA CEO Jeffrey Parker. "These are people who could not work from home, who showed up every day to keep the buses and trains running and protect our customers, all while considering the health risks to themselves and their families."

It's the second round of bonuses for MARTA employees during the pandemic. Last April the agency announced \$500 "hero bonuses" for workers.

The MARTA Board of Directors will consider approving the latest payment on May 13. If the board approves it, employees will receive the payments on May 27.

# In Other News



# **COMMUTING BLOG**

MARTA approves bonus and raise for employees



### **COMMUTING BLOG**

Want traffic alerts? Here's the 411 on Georgia 511

MARTA employees to get \$3,500 pandemic bonus

5/20/2021



### COMMUTING BLOG

New MARTA rail cars: What features do you want?



# **COMMUTING BLOG**

Xpress bus opens new Cobb park-and-ride lot Monday



### COMMUTING BLOG

More construction coming to Ga. 400, I-285



# **COMMUTING BLOG**

MARTA to restore bus service Saturday: How will it affect you?



### **COMMUTING BLOG**

Emergency repairs needed after I-85 crash at Spaghetti Junction



### **COMMUTING BLOG**

Georgia budget includes \$6 million to rehab MARTA station

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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) FINANCE, BUDGET AND AUDIT STANDING COMMITTEE MEETING MINUTES\* JUNE 11, 2021 – 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, June 11, 2021, 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 8:03 AM by Chair Lind
- **ROLL CALL:** The following Directors were **present** via teleconference, representing a quorum:

Director Shebreh Kalantari-Johnson Director Manu Koenig Board Chair Donna Lind Director Mike Rotkin City of Santa Cruz County of Santa Cruz City of Scotts Valley County of Santa Cruz

Alex Clifford Julie Sherman METRO CEO/General Manager METRO General Counsel

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

Chuck Farmer METRO CFO

# 3 ORAL AND WRITTEN COMMUNICATIONS TO THE FINANCE, BUDGET AND AUDIT STANDING COMMITTEE

Director Rotkin commended METRO staff for their support of the Santa Clara Valley Transportation Authority (VTA) as they recover from their recent active shooter incident.

Hearing nothing further, Director Lind moved to the next agenda item.

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

Having none, Director Lind moved to the next agenda item.

# 5 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 2<sup>ND</sup> AMENDMENT EXTENDING THE CONTRACT WITH HANSON BRIDGETT FOR 7 YEARS

Alex Clifford, CEO, spoke to the staff report and provided a brief description of the evolution to contracted legal counsel from in-house legal counsel.

Finance, Budget and Audit Standing Committee Agenda June 11, 2021 Page 2 of 4

Chair Lind and Director Rotkin expressed their appreciation for the support and services provided by General Counsel Sherman and extended staff at Hanson Bridgett.

In response to Director Rotkin's hypothetical inquiry regarding public bid legal obligation(s) with contracts of this nature, General Counsel Sherman provided brief historical information as to the laws governing services contract solicitations, highlighting the important aspects (length, options, etc.). This particular original contract is ever-green (continually renewing by mutual agreement) and it was drafted that way in the original solicitation. In her experience, the bid process for general counsel services varies from agency to agency; some go to bid every 5-10 years, others keep the(ir) same service in place for many, many years. CEO Clifford cited METRO's federal and state lobbyist contracts as examples of longstanding contracts.

Director Rotkin suggested METRO undertake a services cost comparison as the extended contract nears expiration, gauging market conditions in place at that time.

Director Kalantari-Johnson echoed her colleagues' comments pertaining to General Counsel Sherman's thoroughness and responsiveness. She asked why there had been no increase in CPI over the last five years. CEO Clifford explained that he and General Counsel Sherman annually discuss a CPI increase, noting it's been a mutual agreement not to increase the rates due, in part, to METRO's budget constraints.

There were no public comments.

MOTION TO RECOMMEND THE FULL BOARD AUTHORIZE THE CEO TO EXECUTE A  $2^{\rm ND}$  AMENDMENT EXTENDING THE CONTRACT WITH HANSON BRIDGETT FOR 7 YEARS AS PRESENTED

MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR KALANTARI-JOHNSON

Motion passed unanimously.

# 6 REVIEW UNCASHED CHECKS POLICY

Chuck Farmer, CFO, spoke to the staff report and explained the intent of the proposed policy.

Director Kalantari-Johnson asked if METRO has a sense as to the cause of so many outstanding checks and if there is a more relevant method (other than newspaper) of communicating the issue without compromising privacy. CFO Farmer answered one contributing factor is the substantial increase in the quantity of checks issued and the fact that METRO's current financial system does not permit wire transfers or direct deposits. He is investigating potential communication methods with the Marketing Department.

Director Lind noted METRO may be unaware of any deceased recipients. CFO Farmer agreed this is a distinct possibility.

Holly Alcorn, Accounting Specialist, explained that the unclaimed employee checks are held at the County; and, unfortunately, CalPERS will not provide beneficiaries' names/contact information to provide any unclaimed check(s) to an estate. The largest outstanding check is \$1800 with an approximate total of \$4500 in unclaimed funds.

MOTION TO RECOMMEND APPROVAL OF THE UNCASHED CHECKS POLICY TO THE BOARD OF DIRECTORS AS PRESENTED

MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR KALANTARI-JOHNSON

8.3B.2

Finance, Budget and Audit Standing Committee Agenda June 11, 2021 Page 3 of 4

# Motion passed unanimously.

### 7 MONTHLY FINANCIAL UPDATE

Chuck Farmer, CFO, added commentary to the presentation.

There were no public comments.

# 8 REVIEW & RECOMMEND ADOPTION OF THE FINAL FY22 & FY23 BUDGET

Chuck Farmer, CFO, spoke to the presentation, highlighting the changes since the May 21<sup>st</sup> board meeting. He drew the assembly's attention to the new bucket slide on page 8A.19, entitled, "UAL & OPEB Shortfall".

There was discussion among the assembly regarding staffing changes. CEO Clifford noted the Union had no questions during the recent presentation; he believes any concerns have been resolved. He also reminded the assembly that there have been no layoffs or furloughs.

Chair Lind asked about the potential of issuing a bond to cover the anticipated pension fund needs. CFO Farmer is actively analyzing this and hopes to present some UAL expense options to the Committee and Board in August 2021.

### Public comments.

SEIU-SEA Vice President, Holly Alcorn, said the Union is working with management on the Customer Service position and is looking forward to reaching an agreement. The elimination of the Provisional Transportation Planner position influenced that employee's decision to relocate. The Union is hopeful another can assume his duties. The Union supports the other position decisions.

# MOTION TO RECOMMEND APPROVAL OF THE FINAL FY22 & FY23 BUDGET TO THE BOARD OF DIRECTORS AS PRESENTED

MOTION: DIRECTOR KOENIG SECOND: DIRECTOR ROTKIN

Motion passed unanimously.

# 9 ORAL INTRODUCTION OF THE ENTERPRISE RESOURCE PLANNING (ERP) PROJECT

Chuck Farmer, CFO, briefly introduced the ERP project METRO will be undertaking. The intent is to implement one agency-wide system to obtain accurate financial and informational data within one schema or database. The initial emphasis will be on the older accounting, procurement, HRIS and Payroll systems that have been repurposed over the years and no longer communicate with each other. This inability to communicate results in a lot of manual data manipulation fraught with error and, ultimately, higher expense in terms of payroll, postage and physical supplies, paper, etc. The first step is to hire a consultant to assist with the RFP and to examine current systems to propose a packaged solution with delineated requirements to avoid future expensive customizations.

Citing his experience at UCSC as an example of technology projects undertaken, Director Rotkin offered a word of caution and the unanticipated time and expense required to implement a new agency-wide system.

CEO Clifford added the recent CFO recruitment included identifying a candidate with ERP implementation experience resulting in a strong collaboration between METRO's CFO and IT/ITS Director, Isaac Holly, working together toward a common goal.

Finance, Budget and Audit Standing Committee Agenda June 11, 2021 Page 4 of 4

Mr. Holly is confident METRO can, through a phased approach, identify and implement an agency-wide system. Customization has been the bane of METRO's existence. Looking at the business processes first is a logical way to approach this undertaking, and avoiding customization will be key to a successful project.

Director Koenig understands the necessity to update the system and asked what are the opportunities for savings after the system is fully implemented; e.g., direct deposits versus issuing paper checks. CFO Farmer said savings are anticipated through reducing paper use, postage, fewer manual labor hours, etc. Having accurate data will also enable cost savings. Although exact pricing is unknown at the current time, we anticipate lower licensing costs. Job roles could change through the implementation of a new system with the workforce adjusting to conform to the nature of the system and sun setting some internal systems to avoid expensive customization and reinvesting work hours into new activities. We will be examining METRO's internal processes and the correlation to the new system.

Director Koenig recommended an incremental approach to implementation. Mr. Holly noted finance and/or procurement will be among the first segments to be introduced. A big component of the RFP and scope of work is scalability.

A tangible system is not anticipated for the next year and a half.

There were no public comments.

### 10 CEO ORAL REPORT / COVID-19 UPDATE

Alex Clifford, CEO/General Manager, provided a brief update on the following:

- Onsite voluntary COVID testing is ongoing
- METRO has had no new COVID positive tests since March 18
- Continued COVID protective measures with incremental capacity increases
- Continued struggle with the Centers for Disease Control & Prevention, California Department of Health, CalOSHA and Santa Cruz County Health Department changing and often conflicting requirements

There were no public comments:

### 11 **ADJOURNMENT**

Director Lind adjourned the meeting at 9:17AM.

Respectfully submitted,

Gina Pye

**Executive Assistant** 



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO) CAPITAL PROJECTS STANDING COMMITTEE MEETING MINUTES\* JUNE 11, 2021 – 10:30AM MEETING HELD VIA TELECONFERENCE

A regular meeting of the Capital Projects Standing Committee of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, June 11, 2021, 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 10:30 AM by Director McPherson
- **2 ROLL CALL:** The following Directors were **present** via teleconference, representing a quorum:

Director Bruce McPherson Director Donna Meyers Director Larry Pageler

County of Santa Cruz City of Santa Cruz County of Santa Cruz

Alex Clifford Julie Sherman METRO CEO/General Manager General Counsel

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

Wondimu Mengistu John Urgo METRO Grants/Legislative Analyst
METRO Planning & Development Director

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

Having none, Director McPherson moved to the next agenda item.

- 4 ORAL AND WRITTEN COMMUNICATIONS TO THE CAPITAL PROJECTS STANDING COMMITTEE Having none, Director McPherson moved to the next agenda item.
- 5 CONSIDER ADOPTING A RESOLUTION TO AUTHORIZE THE CEO TO SUBMIT A GRANT APPLICATION AND EXECUTE AN AGREEMENT TO RECEIVE FEDERAL FUNDS FROM THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM TO DEVELOP A MASTER PLAN FOR THE SOUTH COUNTY ZERO-EMISSIONS OPERATING AND MAINTENANCE FACILITY

CEO Clifford provided brief commentary to the staff report and corrected the second sentence in the third bullet on page 5.3 to read "Staff intended to apply .... " Today's request is asking the committee to recommend the full Board of Directors approve a resolution to apply for a grant as referenced herein. He reminded the assembly that METRO had a south county facility pre-Loma Prieta earthquake; but no longer owns the property.

Capital Projects Standing Committee Agenda June 11, 2021 Page 2 of 2

Wondimu Mengistu, Grants/Legislative Analyst, echoed CEO Clifford's comments, adding the new facility grant will not require a local funding match from METRO. In addition, the required capacity has yet to be determined taking into consideration current needs, future growth, etc.

Director Meyers asked if a facility such as this would be able to service any other agencies; that is, are there any benefits for additional community needs? CEO Clifford said this will be explored in the planning stage.

Director Pageler was pleased with the secondary resiliency factor this provides and opportunities for possible battery energy storage and partnership with local agencies.

John Urgo, Planning & Development Director, said boundaries will be identified as related to deadheading buses from one end of the County to the other and reducing that expense to the extent possible.

Time is of the essence in applying for this grant as well as any construction grants to achieve our goal.

There was no public comment.

MOTION: MOTION TO RECOMMEND ADOPTING A RESOLUTION TO AUTHORIZE THE CEO TO SUBMIT A GRANT APPLICATION AND EXECUTE AN AGREEMENT TO RECEIVE FEDERAL FUNDS FROM THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM TO DEVELOP A MASTER PLAN FOR THE SOUTH COUNTY ZERO-EMISSIONS OPERATING AND MAINTENANCE FACILITY AS PRESENTED TO THE FULL BOARD OF DIRECTORS

MOTION: DIRECTOR PAGELER SECOND: DIRECTOR MEYERS

Motion passed unanimously.

# 6 ADJOURNMENT

Director McPherson adjourned the meeting at 10:59AM.

Respectfully submitted, Gina Pye

**Executive Assistant** 

**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** Carolee Curtin, Interim Purchasing Manager

SUBJECT: ACCEPT AND FILE THE QUARTERLY PROCUREMENT REPORT FOR

1<sup>ST</sup> QUARTER OF FY22

# I. RECOMMENDED ACTION

That the Board of Directors accept and file the Quarterly Procurement Report for the 1<sup>st</sup> quarter of FY22

# II. SUMMARY

- This staff report provides the Board of Directors (Board) with a Quarterly Procurement Report for the 1<sup>st</sup> quarter of FY22, covering the months of July through September 2021.
- Each quarter staff will provide a Quarterly Procurement Report listing anticipated formal procurements within the upcoming quarter that are not being presented to the Board separately.

# III. DISCUSSION/BACKGROUND

The purpose of this report is to provide the Board an opportunity to review and comment on upcoming formal procurements before they are ready for award.

Formal procurements are defined as construction valued at \$10,000 or more, and goods, materials and professional services valued at \$50,000 or more. Formal procurements related to major projects will be presented to the Board separately in stand-alone Staff Reports.

Attachment A details the regular formal procurements the Purchasing Department is planning on issuing during the 1<sup>st</sup> quarter of FY22 (July through September).

# IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report pertains to Financial Stability, Stewardship & Accountability.

# V. FINANCIAL CONSIDERATIONS/IMPACT

See Attachment A.

# VI. CHANGES FROM COMMITTEE

N/A

# VII. ALTERNATIVES CONSIDERED

N/A

# **VIII. ATTACHMENTS**

Attachment A: FY22 1st Quarter Anticipated Procurements Listing

Prepared by: Joan Jeffries, Purchasing Agent

# IX. APPROVALS

Carolee Curtin, Interim Purchasing Manager

Caroly Curtin

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager

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# **Anticipated Procurement Listing**

FY22: 1st Quarter

Month Anticipated				Funding	Anticipated	Project
to be Issued	Description	Purpose	Department	Source	Value	No.
<b>Expiring Re</b>	<b>Expiring Reoccuring Professional Services Cont</b>	es Contracts				
August	Bus Air, Fuel and Oil Filters	To obtain various types of filters utilized by transit vehicles	Fleet	Operating	\$ 53,000 (initial 3-year term)	tbd
Vehicles						
August	Service Truck	To replace aging vehicle	Fleet	FTA 5339a FY20	\$ 150,000	150,000 21-0006
August	Non-Revenue Electric Vehicles (4)	To replace aging light-duty and support vehicles	Fleet	FTA 5339a FY20	\$ 100,000	21-0005

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**DATE:** June 25, 2021

**TO:** Board of Directors

FROM: Chuck Farmer, Chief Financial Officer

SUBJECT: UNCASHED CHECK POLICY

# I. RECOMMENDED ACTION

# That the Board of Directors approve the uncashed check policy

# II. SUMMARY OF ISSUES

- Santa Cruz Metropolitan Transit District (METRO) has outstanding checks that remain unclaimed, even though attempts are made to contact the payees and reissue the checks.
- State law allows uncashed checks, which are more than one year old, and less than \$15.00, or greater than \$15.00 and more than three years old, to become the property of METRO following publication in a local newspaper of general circulation.
- Staff recommends that the Board of Directors adopt a formal policy regarding the proper handling of unclaimed money that follows the requirements of Government Code Section 50050-50057.
- On June 11, 2021 the METRO Finance, Budget and Audit Standing Committee met, reviewed and recommended the full Board of Directors approve the Uncashed Check Policy as presented.

# III. DISCUSSION/BACKGROUND

Santa Cruz Metropolitan Transit District (METRO) has outstanding checks that remain unclaimed, even though attempts are made to contact the payees and reissue the checks. Normally these unclaimed funds consist of checks issued through Accounts Payable or Payroll. State law allows uncashed checks, which are more than one year old, and less than \$15.00, or greater than \$15.00 and more than three years old, to become the property of METRO following publication in a local newspaper of general circulation.

Staff recommends that the Board of Directors adopt a formal policy regarding the proper handling of unclaimed money that follows the requirements of Government Code Section 50050-50057. Adoption of this policy will set up a procedure to escheat these funds to METRO after proper notice has been

satisfied. The attached policy and resolution were developed and approved by METRO's Legal Counsel.

On June 11, 2021 the METRO Finance, Budget and Audit Standing Committee met, reviewed and recommended the full Board of Directors approve the Uncashed Check Policy as presented.

# IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

# V. FINANCIAL CONSIDERATIONS/IMPACT

None.

# VI. CHANGES FROM COMMITTEE

None.

# VII. ALTERNATIVES CONSIDERED

Do nothing is an alternative but not recommended. The policy is needed to formally establish legal guidelines (as provided in State statutes) that staff would follow in order to streamline the processing of outstanding checks that remain unclaimed for long periods.

# VIII. ATTACHMENTS

**Attachment A:** Resolution to adopt Uncashed Checks Policy

Attachment B: Uncashed Check Policy

Prepared by: Kristina Mihaylova, Deputy Finance Director

# IX. APPROVALS

Kristina Mihaylova, Deputy Finance Director Gloishul hihayeul

Chuck Farmer, Chief Financial Officer

Alex Clifford, CEO/General Manager

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

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

# RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ADOPTING THE UNCASHED CHECKS POLICY

**WHEREAS**, from time to time, Santa Cruz Metropolitan Transit District has money under its control for which there is no claimant, including but not limited to, uncashed checks;

**WHEREAS**, State law provides procedures under which Santa Cruz Metropolitan Transit District can claim money under its control that remains unclaimed for specific periods of time;

WHEREAS, the Chief Financial Officer ("CFO") prepared an uncashed checks policy ("Uncashed Checks Policy"), under which Santa Cruz Metropolitan Transit District may treat uncashed checks as unclaimed property under Government Code sections 50050-50057; and

**WHEREAS**, the Finance, Budget and Audit Standing Committee and the CFO recommend that the Board of Directors adopt the attached Uncashed Checks Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, that:

Hereby adopts the Uncashed Checks Policy, attached hereto, and authorizes the CEO/General Manager to take such actions as are reasonable and appropriate to implement the procedures necessary to enforce the policy.

**PASSED AND ADOPTED** this 25<sup>th</sup> Day of June 2021 by the following vote:

AYES: Directors -

**NOES:** Directors -

ABSTAIN: Directors -

# Attachment A Resolution No. \_\_\_\_\_\_ Page 2 ABSENT: Directors — Approved: Donna Lind, Chair Attest: Alex Clifford, CEO/General Manager

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



**UNCASHED CHECKS POLICY** 

Policy #: AP-2028 Origination Date: June 30, 2014 Revised Date: May 5, 2021

# I. PURPOSE

- 1.01 Santa Cruz METRO reserves the right to amend, modify, or delete this policy at any time.
- 1.02 The purpose of this Santa Cruz Metropolitan Transit District (Santa Cruz Metro) Uncashed Checks Policy (Policy) is to establish an accounting and disposition procedure for uncashed checks in accordance with California law. Santa Cruz Metro's Chief Financial Officer (CFO), or the CFO's designee(s), will implement this Policy in a manner that complies with the standards set by the Governmental Accounting Standards Board (GASB), the Generally Accepted Accounting Principles (GAAP), and Government Code sections 50050-50057.

# II. APPLICABLE STATE LAW

2.01 This Policy is established pursuant to Government Code sections 50050-50057. Government Code section 50050 provides special rules for handling money representing restitution collected on behalf of victims. Checks representing restitution for victims are not subject to this Policy. The CFO will consult with Santa Cruz Metro's legal counsel prior to taking action on uncashed victim restitution checks.

#### III. DEFINITIONS

3.01 "Uncashed check" is a check, excluding restitution to victims, that has been issued by and delivered by Santa Cruz Metro to the payee, but that has not been cashed by the payee 90 days after the check issue date.



#### IV. PROCEDURE

- 4.01 <u>Identification of Uncashed Checks</u>. Each month the CFO will identify and review all uncashed checks greater than 90 days outstanding from check issue date.
- 4.02 <u>Uncashed Checks Under \$15 and One Year Past Issue Date</u>. Uncashed checks that are under \$15 and remain unclaimed for at least one year past the check issue date will be voided and the money will be returned to the fund from which the money was originally drawn against.
- 4.03 Public Notice Required for Uncashed Checks Over \$15 and Three Years Past Issue Date. Uncashed checks that exceed \$15 and remain unclaimed for three years past the check issue date become the property of Santa Cruz Metro after public notices are published in accordance with the requirements stated below, if the uncashed check is not claimed or if no verified complaint is filed and served. Once per week for two successive weeks, the CFO will publish a public notice in a local newspaper of general circulation containing all of the following information for each uncashed check over \$15 and remaining unclaimed for three years past issue date:
  - A. Payee name
  - B. Amount of the check
  - C. Santa Cruz Metro fund in which the money is held
  - D. Instructions for claiming the check
  - E. Date on which the money will become Santa Cruz Metro's property if not claimed (45 days from the date the first public notice was published)
- 4.04 Processing Uncashed Checks Over \$15 and Three Years Past Issue Date. Within 45 days after the publication of the first public notice, a claimant must submit a claim for the uncashed check, or a portion thereof, to the CFO containing the claimant's name, address, amount of claim, grounds on which the claim is made, and any other information the CFO requires.



- A. If the CFO receives a timely and complete claim, the CFO will accept the claim and release the money, by voiding the original check and issuing a new check, to the depositor of the uncashed check, their heir, beneficiary, or duly appointed representative in accordance with Government Code Section 50052.5.
- B. If the CFO rejects the claim, the CFO will send a rejection letter to the claimant stating the reason the claim was rejected. Pursuant to Government Code section 50052, the claimant may file a verified complaint seeking to recover all, or a portion of, the money in a court of competent jurisdiction in Santa Cruz County. A copy of the complaint and the summons must be served within 30 days of the date of the rejection letter. If a court action is filed, the CFO will take no further action on the uncashed check until the action is resolved. If no court action is filed, the CFO will void the check and return the money to the fund from which the money was originally drawn against.
- C. If no claim is timely filed pursuant to the public notice, the CFO will void the unclaimed check and return the money to the fund from which the money was originally drawn against.

# V. Accounting Transactions and Documentation

The CFO will make all appropriate accounting entries in order to substantiate any action that results from this Policy, and will retain all records necessary to document the actions taken.

# VIII. REVISION HISTORY

Date	Action	Approved By
June 11, 2021	New policy	Alex Clifford

**END OF POLICY** 

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**DATE:** June 25, 2021

**TO:** Board of Directors

FROM: Chuck Farmer, Chief Financial Officer

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO PLANTE MORAN

FOR AN ENTERPRISE RESOURCE PLANNING (ERP) CONSULTANT

**NOT TO EXCEED \$200,000** 

#### I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO/General Manager to execute a contract with Plante Moran for an Enterprise Resource Planning (ERP) Consultant in an amount not to exceed \$149,040, with a contingency of \$50,960, for a not to exceed project total of \$200,000

# II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for an Enterprise Resource Planning (ERP) Consultant.
- A formal Request for Proposals (RFP) was conducted to solicit proposals from qualified firms. Fifteen firms submitted proposals for METRO's review.
- A four-member evaluation team composed of METRO staff reviewed and evaluated the proposals, and is recommending an award to Plante Moran.

# III. DISCUSSION/BACKGROUND

METRO is in need of a robust ERP system to replace multiple current systems, including but not limited to Financial Module, Budget Module, Procurement Module, Human Capital Management Module and Timekeeping & Payroll Module. These systems do not all interface with each other, and several are reaching the end of their useful lives. The first step in this large, multifaceted project is to contract with an ERP Consultant, who will provide RFP development, project oversight and advisory services related to METRO's new ERP System software selection and implementation.

On September 25, 2020, the Board of Directors (Board) authorized staff to issue an RFP for an ERP Consultant. On March 29, 2021, METRO legally advertised and distributed notice of RFP No. 21-05 to 1,434 firms, including 956 Disadvantaged Business Enterprises (DBEs), posted notice on its e-procurement portal and sent email notices to all GovDelivery subscribers.

On April 30, 2021, proposals were received and opened from fifteen firms. A list of these firms is provided in Attachment A. A four-member evaluation team

composed of METRO staff has reviewed and evaluated the proposals, and conducted oral interviews with a shortlist of the three top-ranked firms. The evaluation team used the criteria below, as contained in the RFP, in evaluating both the written proposals and the oral interviews.

Evaluation Criteria	Points
Qualifications and recent experience	30
Understanding of and technical approach to project	30
Experience with government agencies	15
References	15
Cost proposal	30
Total Points Possible	120

At the conclusion of this evaluation process, Plante Moran was determined to be the highest ranked firm whose proposal fulfills the requirements of the RFP, with costs that are fair and reasonable.

Staff is recommending that the Board authorize the CEO to execute a one-year contract on behalf of METRO with Plante Moran for an Enterprise Resource Planning (ERP) Consultant in an amount not to exceed (NTE) \$149,040. Staff is also recommending the addition of a \$50,960 contingency, and requesting authority for the CEO to execute any necessary amendments up to this contingency amount, for a project NTE total of \$200,000. While Plante Moran is planning to conduct their work on this project virtually, some travel may be required. This contingency would cover any travel expenses, plus any additional tasks that may be deemed necessary to complete the scope of work.

Plante Moran will provide all services meeting all METRO's specifications and requirements of the contract. Chuck Farmer, Chief Financial Officer, will serve as the Contract Administrator and will ensure contract compliance.

# IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

The award of this contract would align with the following Strategic Priorities:

- Financial Stability, Stewardship & Accountability
- Internal and External Technology

# V. FINANCIAL CONSIDERATIONS/IMPACT

The base value of the contract is \$149,040. The addition of a \$50,960 contingency would bring the project total to \$200,000. The required funding is

included in the FY22 Finance Operating budget, within the Professional Technical Fees (503031) account.

# VI. CHANGES FROM COMMITTEE

N/A

# VII. ALTERNATIVES CONSIDERED

- Do nothing Currently our accounting system is years out of date and does not meet or have the capability to do some of the most basic functions. This includes wire transfers and ACH direct deposits for vendors or existing/retired personnel. The code is written so that storage is limited to the prior two years of data. The connections in the system no longer work with new software; therefore, manual processes are put into place to transfer data to and from the system. We currently do not have a financial budgeting system and our human resource/payroll system is on its last leg. Based on these facts, staff agree a new system with more functionality and ability to take on more automation is the right course of action.
- Do in-house The ERP system is a large software system that has been developed over years by teams of qualified professionals. To recreate an ERP system in-house would be costly and the time involved would take years. Therefore, it would not be the right decision for METRO.

#### VIII. ATTACHMENTS

Attachment A: List of Responding Firms

Attachment B: Contract with Plante Moran

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

Prepared by: Joan Jeffries, Purchasing Agent

Chuck Farmer, CFO

# IX. APPROVALS

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager



# **Responding Firms for RFP No. 21-05**

# **ERP System Consultant**

# Received by April 30, 2021 at 5:00 PM

Berry Dunn McNeil & Parker, LLC	Portland	Maine
Capital Partnerships Inc.	San Francisco	California
CNC Consulting, Inc.	Englewood	New Jersey
Domain Experts Corporation	San Jose	California
eVision Partners, Inc.	Raleigh	North Carolina
Four Nines Technologies	Corte Madera	California
Intueor Consulting, Inc.	Irvine	California
Plante & Moran, PLLC	Southfield	Michigan
Sabot Consulting	Folsom	California
Sabuja	San Mateo	California
SDI Presence LLC	Chicago	Illinois
Simplar Sourcing Solutions, LLC	Tempe	Arizona
SoftResources LLC	Kirkland	Washington
ThirdWave Corporation	Los Angeles	California
XHance Business Solutions Inc.	Fremont	California

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# PROFESSIONAL SERVICES CONTRACT FOR ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM CONSULTANT (21-05)

THIS CONTRACT is made effective on June 25, 2021 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Santa Cruz METRO"), a political subdivision of the State of California, and PLANTE & MORAN, PLLC ("Consultant").

# 1. <u>RECITALS</u>

# 1.1 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

# 1.2 Santa Cruz METRO's Need for Enterprise Resource Planning (ERP) System Consultant

Santa Cruz METRO has the need for an Enterprise Resource Planning (ERP) System Consultant. In order to obtain these services, Santa Cruz METRO issued a Request for Proposals, dated March 29, 2021, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit A.

# 1.3 Consultant's Proposal

Consultant is a firm qualified to provide Enterprise Resource Planning (ERP) System consulting and whose principal place of business is 3000 Town Center, Suite 100, Southfield, Michigan 48075. Pursuant to the Request for Proposals issued by Santa Cruz METRO, Consultant submitted a proposal for Enterprise Resource Planning (ERP) System Consultant, which is attached hereto and incorporated herein by reference as Exhibit B.

# 1.4 Selection of Consultant and Intent of Contract

On June 4, 2021, Santa Cruz METRO selected Consultant as the Proposer whose proposal was most advantageous to Santa Cruz METRO to provide the Enterprise Resource Planning (ERP) System consulting described herein. This Contract is intended to fix the provisions of these services.

Santa Cruz METRO and Consultant agree as follows:

# 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

# 2.1 Documents Incorporated in this Contract

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

Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 12.15 of the General Conditions to the Contract.

# A. Exhibit A

Santa Cruz METRO's "Request for Proposals" dated March 29, 2021, including Addendums No. 1 and No. 2.

# B. Exhibit B (Consultant's Proposal)

Consultant's Proposal to Santa Cruz METRO for Enterprise Resource Planning (ERP) System Consultant, signed by Consultant and dated April 29, 2021.

# C. Exhibit C

Final negotiated and agreed upon revisions to Contract provisions.

#### 2.2 Conflicts

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

#### 2.3 Recitals

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

# 3. <u>DEFINITIONS</u>

#### 3.1 General

The terms below (or pronouns in place of them) have the following meaning in the Contract:

- 3.1.1 CONTRACT The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Part IV, Section 12.15 of the General Conditions to the Contract.
- 3.1.2 CONSULTANT The Consultant selected by Santa Cruz METRO for this project in accordance with the Request for Proposals issued March 29, 2021.
- 3.1.3 CONSULTANT'S STAFF Employees of Consultant.
- 3.1.4 DAYS Calendar days.
- 3.1.5 PROPOSER Consultant whose proposal was accepted under the terms and conditions of the Request for Proposals issued March 29, 2021.

- 3.1.6 PROVISION Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- 3.1.7 SCOPE OF WORK (OR "WORK") The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

# 4. <u>TIME OF PERFORMANCE</u>

#### 4.1 Term

The term of this Contract will be for a period not to exceed **one** (1) year and shall commence upon the execution of the Contract by Santa Cruz METRO.

Upon satisfactory performance of services, Santa Cruz METRO may extend this agreement beyond the initial term to complete the scope of work contemplated herein.

# 5. COMPENSATION

# 5.1 Terms of Payment

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

The maximum compensation that Santa Cruz METRO has authorized to be expended for this Contract will not exceed <u>\$149,040</u>. Consultant understands and agrees that if it exceeds the maximum amount payable under this Contract, it does so at its own risk.

#### 5.2 Invoices

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

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

# 6. NOTICES

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

Santa Cruz METRO

Santa Cruz Metropolitan Transit District 110 Vernon Street Santa Cruz, CA 95060

Attention: Alex Clifford, CEO

**CONSULTANT** 

Plante & Moran, PLLC 3000 Town Center, Suite 100 Southfield, MI 48075

Attention: Adam Rujan, Partner

(248) 223-3328

adam.rujan@plantemoran.com

# 7. ACCEPTANCE OF ELECTRONIC SIGNATURES AND COUNTERPARTS

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

# 8. <u>AUTHORITY</u>

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

SIGNATURES ON NEXT PAGE

ligned on
anta Cruz METRO – ANTA CRUZ METROPOLITAN TRANSIT DISTRICT
alex Clifford, CEO/General Manager
Consultant – PLANTE & MORAN, PLLC
Adam Rujan, Partner
approved as to Form:
ulie A. Sherman, General Counsel

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**DATE:** June 25, 2021

**TO:** Board of Directors

FROM: Alex Clifford, CEO/General Manager

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

AMENDMENT EXTENDING THE CONTRACT WITH HANSON

**BRIDGETT FOR SEVEN YEARS** 

#### I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO/General Manager to execute an amendment extending the Hanson Bridgett legal services contract for seven years and at the rates reflected in this report

# II. SUMMARY

- Following a competitive procurement, on January 1, 2017 the Santa Cruz Metropolitan Transit District (METRO) discontinued in-house General Counsel services and contracted for General Counsel and other legal services with Hanson Bridgett, LLP (Hanson Bridgett).
- The base contract was five years, and provided that it could be extended by mutual agreement.
- Hanson Bridgett offers a cadre of specialized attorneys who assist in METRO's various legal needs, some of which provide their service under the General Counsel base fee.
- Hanson Bridgett held their monthly "flat fee" for General Counsel Services
  constant for all five years of the contract and did not exercise the annual
  Consumer Price Index (CPI) increase provision as they could have after the
  first two years. However, fee-based services for services outside the General
  Counsel services did escalate annually after the first two years.
- Lead by General Counsel, Julie Sherman, Hanson Bridgett has performed their duties very well under this contract; therefore, staff is recommending a seven year contract extension.
- On June 11, 2021, the METRO Finance, Budget and Audit Standing Committee met, reviewed and recommended the Board of Directors (Board) authorize the CEO/General Manager to execute an amendment extending the Hanson Bridgett legal services contract for seven years, effective July 1, 2021, with the changes outlined in this report.

# III. DISCUSSION/BACKGROUND

In 2016, following the retirement announcement of the former in-house General Counsel, the METRO Board authorized the CEO to engage a competitive procurement for contract General Counsel and other legal services. The process resulted in several firms being interviewed and a final recommendation that Hanson Bridgett be awarded the contract. The five-year contract commenced on January 1, 2017.

Over the past five-years, Julie Sherman has functioned as METRO's General Counsel, leading a General Counsel support team of specialized attorneys. The CEO and the Board have been pleased with the service provided. In addition, METRO has contracted with Hanson Bridgett for fee-based services such as labor negotiations, litigation, PERS, labor arbitration and other specialized legal support.

The contract with Hanson Bridgett provided for an annual CPI rate increase after the first two years of the contract for both the flat rate General Counsel Services and fee-based services. Hanson Bridgett has held the General Counsel monthly fee constant for the full five years. They did, however, increase the attorney rates for fee-based services annually after the first two years of the contract. In the way of a partial offset for not increasing the General Counsel monthly flat rate, METRO agreed in 2019 to relieve the General Counsel of the contractual obligation to hold office hours. Staff has found both teleconferencing and video conferencing to be a sufficient alternative to office hours.

Under this recommendation, the contract extension will be effective July 1, 2021.

Given the quality of the service provided, the CEO recommends that the Board authorize a seven-year contract extension with the following changes:

Flat Rate General Counsel Services

FY	CPI Adj	Monthly Rate	Annual Total
FY22		\$26,500	\$318,000
FY23	2.5%	\$27,163	\$325,956
FY24	2.6%	\$27,870	\$334,440
FY25	2.7%	\$28,552	\$342,624
FY26	2.8%	\$29,277	\$351,324
FY27	2.9%	\$30,126	\$361,512
FY28	3.0%	\$31,030	\$372,360

NOTE: CY21 = \$24,000/month

Fee-Based Other Services - See Attachment B

# IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This contract aligns to the following strategic priorities:

Financial Stability, Stewardship & Accountability

# V. FINANCIAL CONSIDERATIONS/IMPACT

General Counsel Services and other legal services will be billed at the rates reflected in Section III above and budgeted annually within the METRO budget process. The CEO will be responsible for providing a budget for these services. The annual budget will be identified under the District Counsel budget – 1700, Legal Services (503033) account.

Since this is a multi-year contract, the CEO will be accountable for budgeting the cost in future years, including any options exercised.

# VI. CHANGES FROM COMMITTEE

None

# VII. ALTERNATIVES CONSIDERED

- The Board could allow the current contract to run out and revert to hiring an
  in-house General Counsel. This alternative is not recommended since an inhouse General Counsel would be a "generalist" and would not provide the
  same cadre of support legal expertise as METRO currently receives today
  through Hanson Bridgett.
- The Board could direct staff to immediately initiate a competitive procurement for General Counsel and other legal services. This alternative is not recommended since Hanson Bridgett's fee structure seems reasonable and there is great value in retaining the knowledge Hanson Bridgett has accumulative over the last 4.5 years.

# VIII. ATTACHMENTS

**Attachment A:** Second Amendment to Contract No. 17-08 for General

Counsel and Legal Services

Attachment B: Hanson Bridgett 2021 Rates

Prepared by: Alex Clifford, CEO/General Manager

# IX. APPROVALS

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SECOND AMENDMENT TO CONTRACT NO. 17-08 FOR GENERAL COUNSEL AND LEGAL SERVICES

This Second Amendment to Contract No. 17-08 for General Counsel and Legal Services is made effective on July 1, 2021 between the Santa Cruz Metropolitan Transit District ("Santa Cruz METRO"), a political subdivision of the State of California, and Hanson Bridgett LLP ("Contractor").

# I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for General Counsel and Legal Services ("Contract") for a five year term on January 1, 2017.
- 1.2 The Contract is due to expire on December 31, 2021.
- 1.3 The Contract allows for extension upon mutual written consent.
- 1.4 Santa Cruz METRO and Contractor desire to amend the Contract to extend the contract term.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows: Santa Cruz METRO and Contractor agree as follows:

#### II. TERM

2.01 Article 4.01 is replaced in its entirety by the following:

The term of this Contract shall be from January 1, 2017 through July 1, 2029

# III. COMPENSATION

3.01 Article 5.01 is replaced in its entirety by the following:

Under the terms of the Second Amendment, Santa Cruz METRO shall compensate Contractor in an amount not to exceed the amount/rates agreed upon by Santa Cruz METRO in **Exhibit D** to the Contract. Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payments. Compensation shall be made within thirty (30) days of Santa Cruz METRO's approval of Contractor's written invoice for said work. Contractor's maximum compensation for monthly retainer services shall not exceed the amount set forth in **Exhibit D** to the Contract. Special counsel services will be paid at the labor rates set forth in **Exhibit D** to the Contract, with the understanding that the annual maximum amount payable under this Contract will be set forth during Santa Cruz METRO's annual budgeting process. This amount will be provided to Contractor. If Contractor

exceeds the annual maximum amount payable under this Contract, they do so at their own risk

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

#### IV. INCORPORATED DOCUMENTS AND APPLICABLE LAW

4.01 Article 2.01 Documents Incorporated in this Contract is replaced in its entirety by the following:

The documents listed below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 11.15 of the General Conditions to the Contract.

- A. Exhibit A: Santa Cruz METRO's "Request for Proposals" dated October 31, 2016.
- B. Exhibit B: Contractor's Proposal to Santa Cruz METRO for General Counsel and Legal Services, signed by Contractor and dated November 14, 2016.
- C. Exhibit C: Clarifications to the Scope of Services and Consultant's final negotiated and agreed upon Fee Proposal.
- D. Exhibit D: Hanson Bridgett 2021 Rates effective July 1, 2021 to Santa Cruz Metropolitan Transit District.

# REMAINING TERMS AND CONDITIONS

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

# V. AUTHORITY

Article 8 is amended to include the following language:

Each party has full power to enter into and perform this Second Amendment to the Contract and the person signing this Second Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party

further acknowledges that it has read this Second Amendment to the Contract, understands it, and agrees to be bound by it.

Signed on \_\_\_\_\_

Santa Cruz METRO – SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

Contractor – HANSON BRIDGETT LLP

Julie Sherman, Partner

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# Santa Cruz Metropolitan Transit District

2021 Rates

(Eff. July 1, 2021)

# Core General Counsel Services - Flat Rate

\$26,500 per month

Core General Counsel Services provided under the Flat Rate include, but are not limited to, the following:

- 1. Two hours of onsite training every quarter. Trainings may include any number of topics such as privacy issues, data breaches, Brown Act reporting requirements, sexual harassment training for supervisors, and wage and hour reporting and classification, and employee benefits.
- Providing the CEO with periodic telephonic and email support from senior Partners in the firm's
  public agency practice group, for advice and consultation on public agency issues. It is
  anticipated that these services will be limited to periodic advice and other de minimus effort but
  would not involve major projects.
- Legal counsel to the Agency and the Board of Directors (Board) and assist the Board in any matters pertaining to the CEO contract.
- 4. Assure that matters considered and acted upon by the Board do not violate state, federal and local laws, rules, regulations and statutes, and that the Board operates with the constraints of the Ralph M. Brown Act.
- 5. Review and offer legal counsel to the Board and/or CEO on the Board Agenda prior to posting.
- 6. Lead counsel shall prepare for and attend all regular monthly and special meetings of the Board of Directors, including Standing Committee meetings and Ad Hoc Committee meetings. The Board of Directors meets once a month on the fourth Friday of the month. The meeting date is adjusted in May, November and December due to the holidays. The Board has three Standing Committees, which may or may not meet each month and are attempted to be scheduled on the second Friday of the month. From time-to-time the Board establishes single purpose Ad Hoc Committees. Ad Hoc Committees generally wrap-up their delegated tasks within 2 5 meetings, each lasting no more than two-hours.
- 7. Review and offer corrections to all Board Meeting Minutes.
- 8. Preparation, review and adoption of legal opinions, contracts, memoranda, resolutions, ordinances, By-laws, legal correspondence, and policies, as requested by the Board of Directors, the CEO/General Manager, or authorized agency staff.



# Santa Cruz Metropolitan Transit District

2021 Rates (Eff. July 1, 2021)

- Maintain knowledge of issues facing Santa Cruz METRO and be prepared to offer legal advice and counsel to the CEO and the management staff regarding various aspects of operating a transit agency.
- 10. Be available by phone (conference call) to participate from time-to-time in management staff discussions on specific subject matter.
- 11. Provide direction and supervision of the legal work of Santa Cruz METRO's Paralegal, or other legal department staff, under a matrix (dotted-line) reporting relationship.
- 12. Assist Santa Cruz METRO in providing advice and counsel relative to various state and federal grants, the grant process and grant compliance.
- 13. Provide day-to-day legal counsel as needed relative to contract and non-represented employees on labor and employment matters, including labor law, labor conflicts and disputes.

# Special Counsel Services – Hourly Rate

For services outside the core General Counsel Services we will charge hourly rates. Our transit law expertise means we can provide these Special Counsel services with maximum efficiency. We focus on providing the most efficient legal representation possible by staffing matters appropriately to maximize the value of each team member's expertise and time and by consulting with the Agency to ensure that we do only what is needed. The hourly rate structure would apply to the following services:

- 1. Providing legal advice and assistance to departments with regard to employee disciplinary actions and other significant personnel matters;
- 2. Assisting with labor negotiations;
- 3. Litigation matters;
- 4. Environmental review and analyses (note that we imagine many of these costs will be subject to third party cost recovery—see next bullet);
- 5. Any matter for which the costs are to be recovered from a third party (to be recovered at the Standard Rates in the table below, not the Proposed Rate);
- 6. Complex procurements or contract negotiations beyond the routine practice of the Agency; and
- 7. Non-routine matters that are agreed upon by the CEO as being outside core General Counsel Services (examples include, but are not limited to unusual election issues such as tax initiatives, complex ethics-related matters, unusually complex land use or environmental law issues).



2021 Rates (Eff. July 1, 2021)

Name/Title	Practice	Hourly Rate
Julie A. Sherman, Partner	Public Agency	\$370
Patrick M. Glenn, Partner	Labor	\$375
Gilbert J. Tsai, Partner	Labor	\$413
Elizabeth ("Liz") J. Masson, Partner	Employee Benefits	\$435
Partner, Counsel, Of Counsel		\$425
Senior Associate and Senior Counsel		\$358
Junior Associate		\$337
Paralegal		\$208

Any substitution of an attorney in a particular discipline/practice at a rate different than that reflected in the above will be discussed and mutually agreed upon in advance.

The monthly Flat Rate and Special Counsel Hourly Rates are subject to annual increases, effective July 1, 2022, as follows:

> FY23: 2.5%

> FY24: 2.6%

> FY25: 2.7%

> FY26: 2.8%

> FY27: 2.9%

> FY28: 3.0%

2021 Rates (Eff. July 1, 2021)

# Santa Cruz Metropolitan Transit District

Legal Team



# Julie Sherman, Partner

Julie advises local government agencies on a wide variety of legal issues. Her clients include transportation districts, water districts, and cities. She also assists public agencies throughout California operating bus, rail and ferry service.

Julie's areas of expertise within the public agency realm are expansive. She advises clients on government ethics, governance laws, legislation, constitutional issues, construction law and civil rights law compliance.

Julie assists clients with Federal Transit Administration, Federal Railroad Administration and Federal Highway Administration grant conditions, cooperative and funding agreements, Public Records Act and Brown Act compliance, public procurement and contracting, professional service agreements, communication site leases, and billboard leases.

Additionally, Julie has experience in public sector contracting issues, including representing public entities in the area of public works contracts, contract negotiations of all types, and bid protests relating to complex state and local procurements. She regularly advises public entities on compliance with federal Buy America requirements.

Julie is passionate about providing pro bono assistance to various organizations and serves as the Chair of the firm's Pro Bono committee.



#### Gilbert J. Tsai, Partner

Gilbert represents employers in a variety of employment-related litigation matters, including single and multi-plaintiff discrimination claims, harassment claims, wrongful termination claims, and wage and hour disputes. He has also assisted employers defending against meal and rest period, and disability discrimination class actions. In addition, Gilbert has expertise in traditional labor law covering union negotiations, grievance arbitrations and unfair labor practice claims, and has handled proceedings before the National Labor Relations Board and other agencies.

Gilbert counsels employers regarding their personnel policies and decisions to ensure compliance with state and federal law. He has experience advising employers in all matters related to employment law, including employee handbooks, FMLA/CFRA and other medical leave policies, collective bargaining issues, drafting severance and release packages, reductions in force, employment agreements, and matters involving trade secrets and confidential information.



2021 Rates (Eff. July 1, 2021)



# Elizabeth ("Liz") Masson

Liz focuses her practice on employee benefits law. She represents public and private employee benefit plan sponsors and fiduciaries in all aspects of compliance with the Internal Revenue Code, the Employee Retirement Income Security Act, the Affordable Care Act, COBRA, HIPAA, and various federal and state labor and employment laws.

Liz advises governmental and private employers on a variety of legal issues related to fiduciary duty rules, tax qualification requirements, plan documents, restatements and amendments, tax reporting, negotiating and

contracting with third-party service providers, participant communications.

Liz has extensive experience working with governmental and private employers, including public sector retirement systems and active employee and retiree health plan sponsors, in all areas of plan design, tax-qualification, and administration. She also has experience advising multiemployer plans and contributing employers, and other collectively bargained plan sponsors.

Before joining a law firm, Liz served as a law clerk for the National Labor Relations Board's Division of Judges, and as a legal extern with Region 20 of the National Labor Relations Board.



# Patrick M. Glenn, Partner

Pat has extensive experience in labor relations counseling and collective bargaining negotiations. He handles proceedings before the National Labor Relations Board and other administrative agencies. Pat has represented employers in union organizing campaigns, collective bargaining negotiations and other traditional labor practice areas. He also has first-chair trial experience as an employment litigator in wrongful termination and employment discrimination cases.

Pat also has extensive experience counseling employers in the manufacturing, construction, health care, banking, transportation, restaurant, hotel and service industries.



#### Michael N. Conneran, Partner

Michael represents public agencies in matters involving real estate, transportation, and environmental law. He has played an active role in several acquisitions of railroad rights-of-way on behalf of public transportation agencies, including the purchase of the commuter rail line from San Francisco to San Jose on behalf of the Peninsula Corridor Joint Powers Board. He also worked on the purchase of the Northwestern Pacific Railroad right-of-way between Napa and Mendocino counties by a consortium of agencies. He has advised public and private railroad clients

with regarding to regulatory issues arising under federal and state law.

Michael has counseled public agencies with regard to transit-oriented development projects and has negotiated long-term ground leases and other types of public-private partnerships. He has also negotiated numerous contracts for the use of public property by telecommunications companies. Michael has counseled public transit agencies with regard to property management,



2021 Rates (Eff. July 1, 2021)

construction, environmental issues and compliance with the Americans with Disabilities Act (ADA).

Michael currently serves as general counsel to the Livermore Amador Valley Transit Authority. He has also served as the principal assistant to the city attorney of a Bay Area municipality, where he was responsible for zoning, environmental compliance, code enforcement and telecommunications regulations. He has extensive experience in the legal obligations of public agencies under statutes governing access to public records, conflict of interest regulations and open meeting laws.

# Kurt A. Franklin, Partner

Kurt focuses on overseeing complex, multi-party, class action, and civil rights and impact-litigation defense cases, regularly serving as lead counsel. In the private sector, he has represented franchisee groups and entire business communities in complex multi-party lawsuits. And in the public sector he has appeared before the California Supreme Court to represent more than 100 California cities and local government entities in an amicus effort.

Moreover, for almost 20 years, Kurt has advised businesses and state and local governmental entities about disability access laws. He is well versed in the Americans with Disabilities Act (ADA), the Unruh Act, the California Disabled Persons Act, Health & Safety Code sections 19955 et seq., the Fair Housing Act, the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the California Access Compliance Building Regulations (Title 24). Clients seeking Kurt's help include the State of California, special districts, law firms, transit systems, schools and colleges, a prominent theater, associations, a management group that oversees sports stadiums, a major sporting event authority, a major California racetrack, an animal preserve, restaurants, hotels, clubs, franchisees, commercial building owners, nationwide and local shopping center owners, hospitals and other health care providers, apartments, senior communities, general contractors, architects and others. When multiple defendants are sued by the same plaintiff, Kurt's complex litigation background has led to unique large defense-side group representations that can help clients minimize defense-side attorneys' fees and costs.

Kurt also works with clients to develop disability-access preventative strategies that include training, preparing responses to informal complaints, coordinating with architects and Certified Access Specialists (CASps), reviewing agreements with architects and contractors, reviewing lease and franchise agreements, reviewing purchase agreements, developing due diligence checklists, system wide audits, and review of insurance policies that might cover access claims.

Further, Kurt regularly advises California employers in wage-and-hour, trade secret, discrimination, harassment, retaliation, wrongful termination, whistleblower, traditional labor law, arbitration, collective bargaining, employee privacy, due process and government ethics. He has deep experience with public employee bargaining, public employee due process, the California Public Records Act, the Public Safety Officers Procedural Bill of Rights Act, the NLRA, RLA, and section 13(c) of the Federal Transit Act. In addition, Kurt serves as national employment counsel for a Silicon Valley based Fortune 500 company, including coordination of outside litigation counsel in other states.



2021 Rates (Eff. July 1, 2021)



# Shayna Mittler van Hoften, Partner

Shayna is the chair of Hanson Bridgett's Public Transit & Transportation Practice Group. She assists local government agencies with a variety of legal issues, and non-governmental entities with government-related challenges and opportunities. Shayna advises public sector clients on government ethics and governance laws, public procurements, contracting including negotiating intergovernmental agreements, ADA and other civil rights compliance, implementation of public grant programs, regulatory compliance, administrative procedures, incident/risk management and

constitutional matters. She also assists local public agencies by drafting all forms of legislation and regulation.

Shayna serves as General Counsel for East Contra Costa Fire Protection District and the five retirement boards for employees and retirees of the Sacramento Regional Transit District. Her other local government clients include transit districts, cities, water districts, regional planning agencies, joint powers agencies, and hospital and health care districts. Shayna frequently advises and trains clients on compliance with the Brown Act, Public Records Act, election laws and conflict of interest laws and regulations. Shayna serves as the firm's primary AB-1234-compliant government ethics trainer.

Shayna works with public, private and individual clients in their efforts to support or oppose state and local initiatives, and in efforts to influence other agencies' rule-making proceedings, primarily by drafting written and oral public comment.

During law school, Shayna clerked for the city attorney for the City and County of San Francisco and Disability Rights Advocates. Shayna has been licensed to practice law in the State of California since 2004. Prior to attending graduate and law school, Shayna worked in state and federal government affairs in Washington, D.C.



# Alexandra A. Atencio, Partner

Alex represents a variety of public sector clients including cities, counties, transit agencies, special districts and regional planning entities in a wide range of civil matters in state and federal court. Alex also chairs the Public Sector Litigation Group at Hanson Bridgett.

Alex litigates in areas including code enforcement, civil rights, public contracting, employment, land use, and disability access. She is experienced in civil rights and tort defense cases involving Section 1983

claims, Title II of the ADA, as well as dangerous condition of public property, design immunity, and other personal injury matters. Alex also provides risk management advice to public sector clients, including government claims procedures and defenses, as well as Brown Act and Public Records Act issues.



2021 Rates (Eff. July 1, 2021)



# Emily M. Charley, Partner

Emily specializes in real estate litigation representing clients in state and federal courts. Her broad array of clients encompasses individual owners and developers, as well as managers of shopping centers, office buildings, industrial properties, hotels, and senior care facilities. Emily provides counsel on matters involving the purchase and sale of real estate, ownership disputes, easement disputes, construction and development disputes, partnership disputes, commercial lease disputes, including nonpayment of rent, exclusives, options, co-tenancy issues, tenant improvements,

mechanic's liens, lease terminations, tenant bankruptcies, and post-lease termination collections. She has also worked on numerous eviction cases for both commercial and residential premises. Emily often solves issues for her clients by using provisional remedies to obtain faster results.

Additionally, Emily represents a variety of public sector clients including cities, counties, transit agencies, special districts, and regional planning entities in litigation matters involving real estate, land use, and code enforcement.

Emily serves as the firm's Assistant General Counsel, as well as contributing significant time to pro bono legal services in her community. Currently, she sits on the board of directors of the Golden Hour Restoration Institute, a non-profit providing ecological restoration education, and Matter of Trust, a non-profit linking surplus with needs.



# Nicole S. Witt, Senior Counsel

Nicole's practice focuses on government and public agency law. She assists the firm's public agency clients with various legal issues such as public contracts and procurements and governance laws, including conflict of interest analyses. Nicole provides client training on government ethics laws, Brown Act, and Public Records Act compliance.

Nicole also assists clients in implementing recycled water and resource recovery and waste reductions projects, including complex design-build/

operate agreements. Nicole also helps clients navigate unique project delivery challenges. Nicole drafts and advises clients on contracts in areas including public works, the purchase of goods and services, funding agreements, and real property.

Nicole is engaged in the rapidly developing legal and regulatory landscape of unmanned aircraft systems (drones) for commercial use and writes for the blog hoverlaw.com. Nicole assists public and private clients in navigating the legal landscape of drone use.

Santa Cruz Metropolitan Transit District

2021 Rates (Eff. July 1, 2021)



## Laurel E. O'Connor, Associate

Laurel is a member of Hanson Bridgett's Litigation & Dispute Resolution group. Laurel litigates on behalf of the firm's public sector clients including cities, counties, transit agencies, and special districts on a variety of civil matters in state and federal court. She has experience in many aspects of litigation including preparation of pleadings, mediation, settlement negotiations, motion practice, and trial preparation. Laurel also provides risk management advice to public sector clients with a focus on government claims procedures and defenses.

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# Santa Cruz Metropolitan Transit District



**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** Curtis Moses, Safety, Security and Risk Management Director

SUBJECT: RENEWAL OF LIABILITY AND VEHICLE PHYSICAL DAMAGE

**INSURANCE PROGRAM COVERAGE WITH CALTIP FOR FY22** 

## I. RECOMMENDED ACTION

That the Board of Directors authorize payment to the California Transit Indemnity Pool (CalTIP) in the amount of \$765,276 for participation in the FY22 liability and vehicle physical damage insurance coverage programs

#### II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) carries liability and vehicle physical damage insurance through CalTIP, a pool of California public transit agencies established in 1987.
- The Liability Program Contribution Deposit for FY22 in the amount of \$698,677 provides for general liability, and public officials' errors and omissions.
- The Vehicle Physical Damage Program Contribution Deposit for FY22 is \$66,599 for vehicle physical damage insurance coverage.
- Staff recommends that the Board of Directors (Board) authorize payment to the California Transit Indemnity Pool (CalTIP) in the amount of \$765,276 for participation in the FY22 liability and vehicle physical damage insurance coverage programs.

## III. DISCUSSION/BACKGROUND

METRO has been a member of CalTIP since its inception in 1987. Each member agency has a representative on CalTIP's Board of Directors. Curtis Moses, Safety, Security and Risk Management Director, is METRO's appointed director to the Board, and Margo Ross, Chief Operations Officer, is an alternate.

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

<u>Liability</u>: CalTIP's Liability Program provides protection against covered losses for bodily injury or physical damage caused by METRO or a METRO-owned vehicle. The pooled and excess coverage provides general liability, public officials' errors and omissions, and vehicle liability. CalTIP self-funds or "pools" the first \$2.0M of liability coverage for any claim. The \$2.0M is inclusive of METRO's Self-Insured Retention (SIR), which is \$250K. CalTIP purchases reinsurance and excess insurance applying to losses that exceed the \$2.0M pooled layer. The general liability coverage limit is now \$25M.

The premium for liability coverage for FY22 is \$698,677, a decrease of \$42,437 or 6% over FY21. This decrease in premium is primarily due to applying \$67,576 from the Rate Offset Reserve Fund (RORF), reduction in hazard exposures, reduction in revenue service miles, reduction in tort claims and coupled with increased investment earnings.

<u>Vehicle Physical Damage (VPD)</u>: The VPD Program provides comprehensive and collision coverage to transit, staff and maintenance vehicles. CalTIP currently self-funds, or "pools", the first \$100K of coverage over the member agency's deductible. METRO's per vehicle deductible is \$500 for non-revenue vehicles and \$5K for buses and paratransit vehicles. CalTIP purchases excess insurance for losses exceeding \$100K and currently provides METRO with coverage, up to \$20M per occurrence.

The premium for vehicle physical damage coverage for FY22 is \$66,599, a decrease of \$23,048 or 25% from FY21. This decrease is attributable to applying \$12,424 from the RORF.

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

## **Liability Program**

Program Year	2017/18	2018/19	2019/20	2021/21	2021/22
Net Contribution	\$364,967	\$571,604	\$578,199	\$686,114	\$698,677

## **Vehicle Physical Damage Program**

Program Year	2017/18	2018/19	2019/20	2020/21	2021/22
Net Contribution	\$41,080	\$42,389	\$101,438	\$64,647	\$66,599

Staff recommends that the Board authorize payment to the California Transit Indemnity Pool (CalTIP) in the amount of \$765,276 for participation in the FY22 liability and vehicle physical damage insurance coverage programs.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the following METRO Strategic Priorities:

- 1. Financial Stability, Stewardship & Accountability
- 2. Service Quality and Delivery

#### V. FINANCIAL CONSIDERATIONS/IMPACT

The following outlines the elements of the above recommendation:

- 1. Amount of recommendation: \$765,276
- 2. Source of Funding: \$765,276 from the FY22 Operating Budget Finance & ParaCruz Departments' budgets, and the use of \$80,000 in retrospective premium adjustments (credit) from METRO's RORF. CalTIP holds the RORFs and members may elect to retain their entire RORF balances on deposit with CalTIP or apply any portion thereof toward the respective gross contribution deposit.
- 3. Expense accounts to charge: Insurance Property 506011 / Insurance PL&PD 506015

## VI. CHANGES FROM COMMITTEE

N/A.

## VII. ALTERNATIVES CONSIDERED

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

## VIII. ATTACHMENTS

None

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

Director

## IX. APPROVALS

Curtis Moses, Safety, Security, and Risk Management Director

Curt Marz

Approved as to fiscal impact: Chuck Farmer, CFO

Colin

Alex Clifford, CEO/General Manager

# Santa Cruz Metropolitan Transit District



**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** Curtis Moses, 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 June 2021, as reflected in Section VIII of this report

#### 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 June 2021 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 CONSIDERATIONS/IMPACT

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 Action
MCM Diversified Inc.	21-0002	Claimant alleges that a METRO paratransit bus damaged the rain gutter of their client's building. Amount of claim: \$2,069.00	Reject

Prepared by: Tom Szestowicki, Safety Specialist

# IX. APPROVALS

Curtis Moses, Safety, Security and Risk Management Director

Curls Moss

Alex Clifford, CEO/General Manager



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**DATE:** June 25, 2021

**TO:** Board of Directors

FROM: Isaac Holly, IT and ITS Director

SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A

PURCHASE ORDER WITH PROOFPOINT, INC. TO RENEW EMAIL THREAT PROTECTION SUITE SERVICES AND SUPPORT IN THE

**AMOUNT OF \$101,881.34 FOR A THREE YEAR PERIOD** 

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a purchase order with Proofpoint, Inc. to renew email threat protection services and support in the amount of \$101,881.34 for a three year period

## II. SUMMARY

- In 2005, the Santa Cruz Metropolitan Transit District (METRO) IT Department deployed the Proofpoint anti-SPAM and cybersecurity solution for METRO's email system.
- In 2016, this system was migrated to Proofpoint's cloud solution.
- The proposed three-year purchase order with Proofpoint, Inc. for this critical system and service will save METRO \$11,319 as compared to existing pricing.

## III. DISCUSSION/BACKGROUND

In 2005, the METRO IT Department identified the need for a cybersecurity solution for METRO's email system to address SPAM and other security concerns. Proofpoint, Inc. was selected as the vendor to provide these services. At that time, the solution consisted of an appliance (vendor customized server) running their proprietary email filtering software for which we paid annually for maintenance and support.

In 2016, METRO IT opted to migrate the system to Proofpoint's cloud solution, eliminating the need for an on-premises server and reducing the use of bandwidth caused by unnecessary email traffic.

We have been renewing our support with Proofpoint on a yearly basis and have been presented with the option to renew support with a three-year term. This three-year purchase order will cost \$3,773 less per year than a single year renewal for a total savings of \$11,319 over a three-year period.

This system blocks thousands of SPAM and malicious email messages per month including executable viruses and is an essential element in guarding our data and supporting business continuity.

Staff recommends that the Board of Directors authorize the CEO to execute a purchase order with Proofpoint, Inc. to renew email threat protection services and support in the amount of \$101,881.34 for a three-year period.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This proposed action is consistent with the following Board Strategic Priorities:

- 1. Financial Stability, Stewardship & Accountability
- 2. Internal and External Technology

## V. FINANCIAL CONSIDERATIONS/IMPACT

The required funding for the first year in the amount of \$33,960.45 is included in the FY22 IT Operating budget within the 503352 account. Since this is a multi-year contract, the IT and ITS Director will be accountable for budgeting the cost in the remaining two years of this agreement.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

Choose to not approve a 3 year contract with Proofpoint, Inc.

 Staff does not recommend this action since this 3 year contract will save METRO \$3,773 per year instead of renewing on a year by year basis.

#### VIII. ATTACHMENTS

Attachment A: Contract
Attachment B: Invoice

Prepared by: Isaac Holly, IT and ITS Director

## IX. APPROVALS

Isaac Holly, IT and ITS Director

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager

Email threat protection services and support

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# proofpoint?

#### **GENERAL TERMS AND CONDITIONS**

Proofpoint, Inc., a Delaware corporation, with offices at 89	2 Ross Drive, Sunnyvale, CA 94089 USA ("Proofpoint") and
Ganta Cruz Metro Transit with ("Customer").	Offices at 110 Vernon St, Santa Cruz,
Exhibit for each Proofpoint Product purchased by Customer in Proofpoint (each, a "Product Exhibit"). In the event of any conforms (as defined below), the order of precedence will be the following the proofpoint (each, a "Product Exhibit").	ism under which Customer may purchase Proofpoint Products. In Proofpoint Products shall also be subject to the Proofpoint Product in the form as mutually agreed and executed by Customer and flict between the General Terms, each Product Exhibit and Order owing: the applicable Product Exhibit(s), these General Terms, and to of any specific conflict between a Product Exhibit and the General subject matter of that Product Exhibit.
AND SUPERSEDES ALL PROPOSALS OR PRIOR OR CINCLUDING, BUT NOT LIMITED TO, ANY TERMS CONTAINED	REEMENT (AS DEFINED BELOW) IS THE COMPLETE AND HE PARTIES RELATING TO THE SUBJECT MATTER HEREOF, ONTEMPORANEOUS AGREEMENTS, ORAL OR WRITTEN, IN CUSTOMER'S PURCHASE ORDER.
CUSTOMER:	PROOFPOINT, INC.:
SANTA URUZ MATRO TRANST	
Individual Signing: [print name] AUSK USIFFORD	Individual Signing: [print name]  April April
Signature:	Signature:
Title: CEO	Title: CFO
Signing Date: 6/30/16	Signing Date: 7/5/2016
CUSTOMER ADDRESS FOR NOTIFICATIONS:	PROOFPOINT, INC. ADDRESS FOR NOTIFICATIONS:
110 VARNON ST SANTA CRUZ, CA 95060	200 Page Priva
SAUTA CRUZ, CA 95060	892 Ross Drive Sunnyvale, CA 94089 USA Attn: General Counsel
DEFINITIONS In the General Terms:	16 "Evtopolog Torm" magne sock additional

- "Affiliate" means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party. "Control," for purposes of this definition, means ownership or control, directly or indirectly, of more than 50% of the voting interests of the subject entity.
- 1.2 "Agreement" means the General Terms, each Product Exhibit, each SOW (if any) and any other document executed by the parties.
- "Appliance(s)" means a virtual or hardware device 1.3 containing the Software.

  1.4 "Confidential Information" has the meaning set
- forth in Section 3.
- "Documentation" means the description of the Proofpoint Product(s) contained in the then current Proofpoint Product descriptions provided by Proofpoint to Customer upon purchase or license of the Proofpoint Product(s), and the user manuals relating to the use of the Proofpoint Products that are either provided on-line at the time of Customer's purchase of the Proofpoint Product, embedded in the Proofpoint Product(s) or delivered with the Proofpoint Product.

- **Extension Term**" means each additional one year subscription term for which the subscription term for a Proofpoint Product is extended pursuant to Section 7.
- "Initial Term" means the initial subscription term for a Proofpoint Product that is defined on the applicable Order Form.
- "Mailbox" means a separate account on Customer's e-mail server for sending or receiving messages or data within Customer's e-mail system or network. Aliases and distribution lists shall not be counted as separate mailboxes provided each person who has access to such aliases and distribution lists has a separate account on Customer's email server for the receipt of messages or data within Customer's e-mail system or network.
- "Order Form" means an ordering document for a 1.9 Proofpoint Product and may take the form of a purchase order issued by Customer or Reseller. Each Order Form shall reference this Agreement and will be subject to each applicable Product Exhibit and these General Terms.

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8.10A.1

**1.10** "Professional Services" means installation, implementation, data migration or other consulting services provided by Proofpoint to Customer.

1.11 "Proofpoint Products" means the Appliance, Service or Software licensed and/or purchased by Customer under an Order Form.

**1.12** "Reseller" means a third-party authorized by Proofpoint to resell Proofpoint Products directly to Customer.

**1.13** "Service" means any Proofpoint Product licensed on a hosted basis as software as a service.

**1.14** "Software" means any Proofpoint binary software programs licensed by Proofpoint to Customer, together with all the Software Updates.

1.15 "Software Updates" means all Software updates and enhancements that Proofpoint generally makes available at no additional charge to its customers who are current in payment of applicable Subscription Fees or otherwise provides to Customer under this Agreement.

1.16 "SOW" means each statement of work, engagement letter or other writing signed by Proofpoint and Customer that describes the Professional Services provided by Proofpoint.

Each SOW shall reference this Agreement and will be subject to the terms and conditions hereof.

1.17 "Subscription Fees" mean the fees paid by Customer for the right to use the applicable subscription based Proofpoint Products for the given Initial Term or Extension Term as applicable.

Term, as applicable.

1.18 "Taxes" means any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes.

1.19 "Term" means the Initial Term and any Extension

Term applicable to each Order Form.

1.20 "Work Product" means all work product developed or created by Proofpoint during the course of providing support or Professional Services to Customer. Notwithstanding anything herein to the contrary, Work Product shall not include any Customer Data (as defined in the applicable Product Exhibit) or Customer Confidential Information.

#### 2. GENERAL LICENSE TERMS

2.1 Subject to the terms of these General Terms and each applicable Product Exhibit, Proofpoint grants to Customer and its Affiliates a royalty-free, non-exclusive, limited term, non-transferable (except to a successor in interest as permitted hereunder) license to use the Proofpoint Products purchased by Customer during the Term in accordance with the Documentation, in the quantities specified in the applicable Order Form, and solely for Customer's own internal business purposes. Customer may use the Documentation in connection with the license granted hereunder.

2.2 As between Customer and Proofpoint, Customer is responsible for all activities conducted by its users under its Mailbox accounts. Customer specifically agrees to limit the use of the Proofpoint Products to those parameters set forth in the applicable Order Form. Without limiting the foregoing, Customer specifically agrees not to: (i) resell, sublicense, lease, time-share or otherwise make a Proofpoint Product (including the Documentation) available to any third party; (ii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, a Proofpoint Product or the data contained therein; (iii) modify, copy or create derivative works based on a Proofpoint Product; (iv) decompile, disassemble, reverse engineer or otherwise attempt to derive source code from a Proofpoint Product, in whole or in part; (v) access a Proofpoint Product for the purpose of building a competitive product or service or copying its features or user interface; (vi) use a

Proofpoint Product, or permit it to be used, for purposes of: (a) product evaluation, benchmarking or other comparative analysis intended for publication outside the Customer organization without Proofpoint's prior written consent; (b) infringement on the intellectual property rights of any third party or any rights of publicity or privacy; (c) violation of any law, statute, ordinance, or regulation (including, but not limited to, the laws and regulations governing export/import control, unfair competition, anti-discrimination, and/or false advertising); (d) propagation of any virus, worms, Trojan horses, or other programming routine intended to damage any system or data; and/or (e) filing copyright or patent applications that include the Software and/or Documentation or any portion thereof. Proofpoint Products are for use with normal business messaging traffic only, and Customer shall not use the Proofpoint Products for the machine generated message delivery of bulk or unsolicited emails or e-mails sent from an account not assigned to an individual.

#### 3. CONFIDENTIALITY

3.1 As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as "confidential" or the like, or, that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in and Order Form), the Software, Customer Data, business and marketing plans, technology and technical information, product designs, and business processes.

3.2 "Confidential Information" shall not include information that (i) is or becomes a matter of public knowledge through no act or omission of the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure without restriction on disclosure; (iii) is lawfully disclosed to the Receiving Party by a third party that lawfully and rightfully possesses such information without restriction on disclosure; (iv) information that the Receiving Party can document resulted from its own research and development, independent of receipt of the disclosure from the Disclosing Party; or (v) is disclosed with the prior written approval of the Disclosing Party.

Receiving Party shall not (i) disclose any Confidential Information of the Disclosing Party to any third party, except as otherwise expressly permitted herein or (ii) use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement or in any manner that would constitute a violation of any laws or regulations, including without limitation the export control laws of the United States, except with Disclosing Party's prior written consent. The Receiving Party shall not make Confidential Information available to any of its employees or consultants except those that have agreed to obligations of confidentiality at least as restrictive as those set forth herein and have a "need to know" such Confidential Information. The Receiving Party agrees to hold the Disclosing Party's Confidential Information in confidence and to take all precautions to protect such Confidential Information as the Receiving Party employs with respect to its own Confidential Information of a like nature, but in no case shall the Receiving Party employ less than reasonable precautions. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information. This Agreement will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required to by law or valid order of a court or other governmental authority; provided,

however, to the extent permitted by law, the responding party shall give prompt written notice to the other party to enable the other party to seek a protective order or otherwise prevent or restrict such disclosure and, if disclosed, the scope of such disclosure is limited to the extent possible.

The Receiving Party will return all copies of the Disclosing Party's Confidential Information upon the earlier of (i) the Disclosing Party's request, or (ii) the termination or expiration of this Agreement. Instead of returning such Confidential Information, the Receiving Party may destroy all copies of such Confidential Information in its possession; provided, however, the Receiving Party may retain a copy of any Confidential Information disclosed to it solely for archival purposes, provided that such copy is retained in secure storage and held in the strictest confidence for so long as the Confidential Information remains in the possession of the Receiving Party.

3.5 The parties acknowledge and agree that the confidentiality obligations set forth in this Agreement are reasonable and necessary for the protection of the parties' business interests, that irreparable injury may result if they are breached, and that in the event of any actual or potential breach of Section 3, that the non-breaching party may have no adequate remedy at law and shall be entitled to seek injunctive and/or other equitable relief as may be deemed proper by a

court of competent jurisdiction.

#### **OWNERSHIP**

4.1 As between the parties, Proofpoint retains all title, intellectual property and other ownership rights throughout the world in and to the Proofpoint Products, Documentation, any Service offering and the Work Product. Proofpoint hereby grants to Customer a non-exclusive, non-transferable, fully paid up, perpetual license to use the Work Product in accordance with this Agreement and solely for Customer's internal business purposes. Customer retains all title, intellectual property and other ownership rights in all Customer Data, Customer Confidential Information and all data, text, files, output, programs, information, or other information and material that Customer provides, develops, or makes available or uses in conjunction with any Service offering.

Customer's rights to use the Proofpoint Products (including the Documentation) shall be limited to those expressly granted in this Agreement and any applicable Product Exhibit. Customer is not authorized to use (and shall not permit any third party to use) the Proofpoint Products (including the Documentation) or any portion thereof except as expressly authorized by this Agreement or the applicable Order Form. There are no implied rights and all other rights not expressly granted herein are reserved. No license, right or interest in any Proofpoint trademark, copyright, trade name or service mark is granted hereunder. Customer shall not remove from any full or partial copies made by Customer of the Software, Software Updates and Documentation any copyright or other proprietary notice contained in or on the original, as delivered to Customer. If Customer sells, leases, lends, rents. transfers or otherwise distributes an Appliance to a third party, Customer will ensure that it erases all copies of the Software from such Appliance.

4.3 Each party acknowledges that the Proofpoint Products contain valuable trade secrets and proprietary information of Proofpoint, that in the event of any actual or threatened breach of the scope of any of the licenses granted hereunder, such breach shall constitute immediate, irreparable harm to Proofpoint for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach in addition to whatever remedies

Proofpoint might have at law or under this Agreement.

#### FEES, PAYMENT AND REPORTING

5.1 a) Initial Fees. Fees for the Proofpoint Products will be the Subscription Fees and other fees set forth in the Order Forms (collective, the "Fees"). No refunds will be made except as provided for under any warranties for the applicable Proofpoint Product. Customer will be liable for payment of all Taxes that are levied upon and related to the performance of obligations or exercise of rights under this Agreement. Proofpoint may be required to collect and remit Taxes from Customer, unless Customer provides Proofpoint with a valid tax exemption certificate. The amounts received by Proofpoint, after the provision for any Tax or withholding required by any country, will be equal to the amounts specified on the Order Form. In no event will either party be responsible for any taxes levied against the other party's net income.

b) Renewal Fees. Upon expiration of the Initial Term applicable to an Order Form, the subscription term will renew for an Extension Term in accordance with Section 7.4. The Fees stated in each Order Form shall be effective during the Initial Term specified in that Order Form and the Subscription Fees and other fees for each Extension Term shall be defined in the applicable Order Form, or in the absence of any such terms regarding Fees for Extension Terms, by mutual

agreement of the parties.

5.2 Payment. Unless otherwise agreed between Customer and Reseller, all Fees due under an Order Form shall be due and payable within thirty (30) days of receipt of invoice. Except as otherwise expressly permitted herein, all Fees owed pursuant to an Order Form are non-cancellable and non-refundable for the Term. Any payment not received from Customer by the due date may accrue (except for amounts then under reasonable and good faith dispute) interest at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Proofpoint may decline to make any shipments of Proofpoint Products or provide Services, if in Proofpoint's reasonable opinion, circumstances exist which raise doubt as to Customer's ability or willingness to pay as provided herein. Failure to make timely payment may result in immediate termination of access to the Proofpoint Products. Upon default by Customer, Proofpoint will have all remedies available at law or in equity.

5.3 Reporting. Customer shall audit its actual usage of the subscription based Proofpoint Products based on Mailbox count ("Mailbox Count") and inform Proofpoint by email at accountsreceivable@proofpoint.com of the Mailbox Count upon the occurrence of the following events: (i) on or before any material increase in the Mailbox Count (where such material increase shall be equal or greater than ten percent (10%) of the then current licensed Mailbox Count) and (ii) on the thirtieth (30th) day preceding each anniversary of the Effective Date. Proofpoint may also itself at any time produce a count of the actual Mailbox Count for verification by Customer. If such number exceeds the Mailbox Count for which Customer has paid Subscription Fees ("Base Mailbox Count") by more than five percent (5%), then Customer shall pay Proofpoint for each Mailbox beyond the Base Mailbox Count from the time such Mailbox was activated through the remainder of the Initial Term or Extension Term, as applicable. If such number exceeds the Base Mailbox Count by five percent (5%) or less, then Customer shall pay Proofpoint for each Mailbox beyond the Base Mailbox Count from the reporting date of the Mailbox Count through the remainder of the Initial Term or Extension Term, as applicable.

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#### SUPPORT AND PROFESSIONAL SERVICES

**6.1** Proofpoint shall provide support provided Customer is current in payment of the applicable Fees and any additional fees for platinum or premium support, if applicable. Proofpoint's current support terms are described on Proofpoint's website at <a href="http://www.proofpoint.com/license">http://www.proofpoint.com/license</a>.

6.2 Proofpoint shall provide the Professional Services, if any, specified in one or more SOWs. All Professional Services shall be billed as stated in the applicable SOW and Customer agrees that if Customer has not used the Professional Services within one (1) year of paying for such Professional Services, Proofpoint has no further obligations and Customer shall not be entitled to a refund except as set forth expressly in the applicable SOW.

**6.3** Proofpoint warrants it will provide Professional Services in a professional and workmanlike manner consistent with good industry standards and practices. As Customer's sole and exclusive remedy and Proofpoint's entire liability for any breach of the foregoing warranty, Proofpoint will, (i) use reasonable efforts to provide a work around, or otherwise reperform the Professional Services or, if Proofpoint is unable to do so, (ii) terminate the applicable SOW and refund that portion of any Fees paid to Proofpoint or Reseller that correspond to the allegedly defective Professional Services.

## 7. TERMINATION AND EXPIRATION

7.1 Either party may terminate the General Terms or Product Exhibit or any Order Form (i) immediately upon written notice if the other party commits a non-remediable material breach; or (ii) if the other party fails to cure any remediable material breach within thirty (30) days of being of notified in writing of such breach, unless such breach is for non-payment and then within five (5) days of such notice.

7.2 Either party may terminate the General Terms and each Product Exhibit immediately by written notice if no Order Form is in effect.

7.3 On termination or expiration of the General Terms, all Software and Service licenses granted under all Order Forms shall automatically terminate with immediate effect, provided the license granted pursuant to Section 4.1 for Customer to use the Work Product for Customer's internal business purposes shall remain in full force and effect.

7.4 Unless otherwise set forth in the applicable Product Exhibit or Order Form, the Initial Term applicable to each Order Form commences on the date Customer executes such Order Form and the Initial Term applicable to follow-on orders under such Order Form commences on the date Proofpoint receives such order. Upon expiration of the Initial Term under each Order Form the subscription term applicable to such Order Form shall automatically renew for Extension Terms unless otherwise agreed by the parties or either party gives the other notice of non-renewal at least ninety (90) days prior to the end of the relevant subscription term.

7.5 In the event of the termination or expiration of this Agreement, the provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including but not limited to sections 2.2, "License Restrictions"; 3, "Confidentiality"; 4, "Ownership"; 5 "Fees. Payment and Reporting"; 7, "Termination and Expiration"; 10, "Limitation of Liability"; and 11, "General Provisions", as well as any accrued rights to payment shall remain in effect beyond such termination or expiration until fulfilled.

#### 8. INTELLECTUAL PROPERTY INDEMNITY

Proofpoint will (i) defend and indemnify Customer against any suit or proceeding by a third party to the extent based on a rightful claim that the applicable Proofpoint Product(s) in the

form created and provided by Proofpoint and sold to Customer pursuant to this Agreement (the "Indemnified Product(s)") directly infringes any valid U.S. patent or U.S. copyright, or misappropriates any valid trade secret enforceable under the laws of the United States or a jurisdiction thereof, and (ii) pay any damages finally awarded in such suit or proceeding as a result of such claim (or pay any settlement of such claim), provided that Customer will promptly notify Proofpoint in writing of the third party claim, suit or proceeding (in any event, within thirty (30) days after Customer becomes aware or reasonably should have been aware of such claim); authorizes and allows Proofpoint to have sole control of the defense and/or settlement of the claim; and provides any information, assistance and other cooperation reasonably requested by Proofpoint in connection with the claim, suit or proceeding. In the event of a claim relating to an Indemnified Product, Proofpoint will, at its sole option and expense: (a) procure for Customer the right to use the Indemnified Products under the terms of this Agreement; (b) replace or modify the Indemnified Products to be (or to make it more likely to be) non-infringing; or (c) if the foregoing options are not reasonably practicable, then Proofpoint may terminate Customer's rights to use Indemnified Products and refund all amounts paid by Customer to Proofpoint attributable to Customers' future usage or access to the Indemnified Products hereunder. Proofpoint shall have no liability for, and the aforementioned Proofpoint obligations shall not apply to any claim based on or relating to (1) the use of the Indemnified Products in combination with any other product, service or device, if such infringement claim would have been avoided by the use of the Indemnified Products without such other product, service or device; (2) any modification or adaptation to the Indemnified Products; (3) use of an Indemnified Products other than as expressly authorized pursuant to this Agreement or pursuant to applicable Proofpoint Documentation; (4) use of the Indemnified Products by Customer after Proofpoint has made available to Customer a modified version or replacement for the Indemnified Products or has provided notice to Customer that a claim of infringement has been or may be made with respect to the Indemnified Product; or (5) specifications, instructions, features, functions or designs or other elements provided by or requested by Customer. The foregoing is the sole and exclusive remedy of Customer and the entire liability of Proofpoint with respect to any infringement or claim of infringement of any third party intellectual property right.

## 9. WARRANTIES, REMEDIES AND DISCLAIMERS

9.1 Each party represents and warrants that (i) it has the legal power to enter into and perform under this Agreement; and (ii) it shall comply with all other applicable laws in its performance hereunder.

**9.2** Warranties specific to each Proofpoint Product shall be set forth in an applicable Product Exhibit, executed by both parties.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE AND IN EACH PRODUCT EXHIBIT, PROOFPOINT AND PROOFPOINT LICENSORS DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WITHOUT LIMITATION REGULATORY COMPLIANCE, PERFORMANCE, ACCURACY, RELIABILITY, AND NONINFRINGEMENT. PROOFPOINT DOES NOT WARRANT THE ACCURACY OF THE INTENDED EMAIL BLOCKING OF ANY MAIL MESSAGE, THE PROOFPOINT PRODUCTS WILL MEET

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CUSTOMER'S REQUIREMENTS OR THAT NO EMAIL WILL BE LOST OR THAT THE PROOFPOINT PRODUCTS WILL NOT GIVE FALSE POSITIVE OR FALSE NEGATIVE RESULTS OR THAT ALL SPAM AND VIRUSES WILL BE ELIMINATED OR THAT LEGITIMATE MESSAGES WILL NOT BE OCCASIONALLY QUARANTINED AS SPAM. PROOFPOINT DOES NOT WARRANT THE OPERATION OF THE PROOFPOINT PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO CUSTOMER.

10. LIMITATION OF LIABILITY

10.1 **EXCEPT** FOR (I) THE PARTIES' OBLIGATIONS: INDEMNIFICATION (11) DAMAGES RESULTING FROM EITHER PARTY'S **GROSS** NEGLIGENCE OR WILLFUL MISCONDUCT; (III) DAMAGES RESULTING FROM EITHER PARTY'S MATERIAL BREACH OF SECTION 3 (CONFIDENTIALITY); (IV) CUSTOMER'S BREACH OF SECTIONS 2 OR 4.1 (LICENSE TERMS), OR CUSTOMER'S PAYMENT OBLIGATIONS. EACH PARTY'S LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE APPLICABLE PROOFPOINT PRODUCT SUBSCRIPTION FEES (AS DEFINED).

10.2 EXCEPT FOR (i) DAMAGES RESULTING FROM EITHER PARTY'S MATERIAL BREACH OF SECTION 3 (CONFIDENTIALITY) OR (ii) CUSTOMER'S BREACH OF SECTIONS 2 OR 4.1 (LICENSE TERMS), IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS OR SUPPLIERS HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

## 11. GENERAL

11.1 Government End-User Notice. This Section shall apply only if Customer is a federal government entity. Proofpoint provides the Proofpoint Products, including related technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR (Software) and, for Department of Defense ons, DFAR 252.227-7015 (Technical Data – 12.212 transactions, Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If greater rights are needed, a mutually

acceptable written addendum specifically conveying such rights must be included in this Agreement.

11.2 <u>Publicity</u>. Neither party may issue press releases or otherwise publicize the parties' relationship without the other party's prior written consent, which shall not be unreasonably withheld.

11.3 <u>Independent Contractors: Relationship with Third Parties.</u> The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement.

11.4 <u>Notices</u>. All notices shall be in writing to each party's address on the signature page of this Agreement and effective

upon receipt.

- 11.5 Entire Agreement; Integration. This Agreement constitutes the entire agreement of the parties and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, any Order Form issued by Customer or Reseller shall be deemed a convenient order and payment device only and no terms stated in any Order Form or in any other order document shall be incorporated into this Agreement, and all such terms shall be void and of no effect.
- 11.6 Waiver. No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in effect. The parties' rights and remedies under this Agreement are cumulative.

11.7 <u>Force Majeure.</u> Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's possession or reasonable control, and denial of service attacks.

11.8 <u>Assignment.</u> Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Product Exhibits hereunder), without consent of the other party, to its successor in interest in connection with a merger, reorganization, or sale of all or substantially all assets or equity

not involving a direct competitor of the other party.

11.9 Export Restrictions. Each party agrees to comply with all applicable regulations of the United States Department of Commerce and with the United States Export Administration Act, as amended from time to time, and with all applicable laws and regulations of other jurisdictions with respect to the importation and use of the Proofpoint Products and Proofpoint Confidential Information and any media, to assure that the Proofpoint Products, Proofpoint Confidential Information and media are not exported, imported or used in violation of law or applicable regulation.

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11.10 <u>Applicable Law.</u> This Agreement will be governed by the laws of the State of California and the United States of America, without regard to conflict of law principles. United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara, County, California, for resolution of any disputes arising out of this Agreement.

11.11 Counterparts. These General Terms and each Product Exhibit may be executed by facsimile and in

counterparts.

11.12 <u>Headings; Language</u>. All headings used herein are for convenience of reference only and will not in any way affect the interpretation hereof. The English language version of this Agreement controls. It is the express wish of both parties that this Agreement, and any associated documentation, be written and signed in English.

APPROVED AS TO FORM

keslyn K. Syren, District Counsel

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8.10A.6

# proofpoint?

#### SECURITY SERVICES EXHIBIT

This Security Services Exhibit is an exhibit to the General Terms are an integral part of this Security Services Exhibit and a	ms and Conditions ("General Terms"). The General are incorporated by reference.
IN WITNESS WHEREOF, Proofpoint and Customer represent Security Services Exhibit is authorized to sign this Agreement or	and warrant to the other that the person entering into this n behalf of their respective party.
CUSTOMER:  SAWRA CKUZ MESRO TRANSIT	PROOFPOINT, INC.:
Individual Signing: [print name]  WALL LLIFFED	Individual Signing: [print name]  Auvi
Signature:	Signature:
Title: CEO	Title: VEO
Signing Date: 6/30/16	Signing Date:

 DEFINITIONS. For purposes of this Security Services Exhibit the following definitions shall apply. Capitalized terms used in this Security Services Exhibit without separate definition shall have the meaning specified in the General Terms.

1.1 "Customer Data" means the rules and policies set by Customer in its use of the Security Services and the Customer e-mail and associated content managed by the Security Services.

1.2 "Customer Equipment" means Customer's computer hardware, software and network infrastructure used to access the Security Services.

1.3 "Security Service(s)" means the filtering and processing of email within the on-demand, Web-based email security and data loss prevention services provided by Proofpoint, including updates thereto.

1.4 "Users" means Customer's and its Affiliates' employees, agents, contractors, consultants or other individuals who are authorized by Customer to use the Security Services.

- 2. TERMS OF SECURITY SERVICES. Proofpoint shall make the Security Services available to Customer and its Affiliates in accordance with the General Terms, Order Form, this Security Services Exhibit and the Security Services Documentation. Customer's right to use the Security Services is limited to the maximum number of Mailboxes for each module specified in each Order Form.
- 3. CUSTOMER RESPONSIBILITIES Customer is responsible for (i) all activities conducted under its User logins; (ii) obtaining and maintaining any Customer Equipment and any ancillary services needed to connect to, access or otherwise use the Security Service and ensuring that the Customer Equipment and any ancillary services are compatible with the Security Service and

comply with all configuration requirements set forth in the Security Services Documentation; and (iii) complying with all laws, rules and regulations regarding the management and administration of its electronic messaging system, including but not limited to, obtaining any required consents and/or acknowledgements from its Users and service providers (if applicable) in managing its electronic messaging system. If Customer has elected to route outbound email through the Security Services, Customer is responsible for maintaining the outbound email filtering Security Services configuration settings established by Proofpoint to filter and block emails identified by Proofpoint as either containing a virus or having a spam score of ninety-five (95) or higher. If Proofpoint has reason to believe that Customer has modified the outbound email configuration setting, Proofpoint reserves the right to monitor and reset such

## 4. WARRANTIES.

Proofpoint warrants that the Security Service will substantially conform in all material respects in accordance with the Security Services Documentation. Customer will provide prompt written notice of any nonconformity. Proofpoint may modify the Security Service Documentation in its sole discretion, provided the functionality of the Security Service will not be materially decreased during the Term. As Customer's sole and exclusive remedy and Proofpoint's entire liability for any breach of the foregoing warranty, Proofpoint will (i) use reasonable efforts to fix, provide a work around, or otherwise repair or replace the Security Service or, if Proofpoint is unable to do so, (ii) terminate this Security Services Exhibit and return the Subscription Fees paid to Proofpoint or Reseller for such allegedly defective Security Services for the period commencing from Customer's notice of nonconformity through the

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# Attachment A

remainder of the Initial Term or Extension Term, as applicable.

- Proofpoint warrants that the Security Services will 4.2 meet the requirements set forth in the Security Service Level Agreements (each, an "SLA"), as described on Proofpoint's website http://www.proofpoint.com/license. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, Proofpoint will provide the remedy set forth in the respective SLA.
- 5. INDEMNIFICATION BY CUSTOMER. Customer shall defend, indemnify and hold Proofpoint harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims made or brought against Proofpoint by a third party alleging that the Customer Data, or Customer's use of the Security Services in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, such third party; provided, that Proofpoint (a) promptly gives written notice of the claim to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim unless it unconditionally releases Proofpoint of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.
- 6. TERMINATION. Upon the effective date of termination of this Security Services Exhibit or the Agreement: Customer's license to use the Security Services will cease and Proofpoint will delete all backed-up Customer Data from Proofpoint systems within thirty (30) days of such termination.

APPROVED AS TO FORM

K. Syren District Counsel

Proofpoint Security Services Exhibit November 2012

Page 2 of 2

# Attachment B

# proofpoint.

925 W. Maude Ave., Sunnyvale, CA 94085

#### **Customer Quote**

#### **Prepared For: Santa Cruz Metropolitian Transit District (SCMTD)**

Contact Name:

Company Name: Santa Cruz Metropolitian Transit District (SCMTD)

Address: 110 Vernon St City: Santa Cruz State/Province: CA Country: United States Postal Code: 95060-2130

Email:

Quote Date: 5/6/2021 Expires: 7/29/2021 Payment Terms: Net 30 FOB: ORIGIN

Proofpoint Sales Rep: Kelli Cogliandro

Quote #: Q-113460

Phone:

Email: kcogliandro@proofpoint.com

#	Product Name	SKU	Start- End Date	Users	QTY	Term	Total
1	PFPT Threat Protection Suite - Standard - F-Secure- S	PP-B-TBEPF- S-B-301	7/31/2021- 7/30/2024	250	1	36	\$101,881.34
Product Description: Targeted Attack Protection URL Defense & Attachment Defense, Dynamic Reputation, Spam, Virus Protection, Zero-Hour Anti-Virus, Email Firewall, Smart Search - F-Secure - SaaS							
2	Platinum Level Support	PP-SUP- PS-36	7/31/2021- 7/30/2024	250	1	36	\$0.00
Pr	roduct Description: Platinum Level Support	•	L				

**TOTAL:** \$101,881.34

Note: 'Term' is in Months

This pricing is only valid when these items are renewed together in the combination contained in this quote - these prices only apply if these items are renewed in their entirety.

PLEASE NOTE: We have new Purchase Order requirements. Please include the following items on the PO:

- FOB: Origin
- Net Payment Terms
- Reference to Quote Number
- Please copy exactly from the quote: Product Description, Detail, SKUs, User Count, Quantity, Price
- "Bill To" and "Ship To" Information
- Proofpoint Address: HQ address OR Remittance address
  - HQ Address: 925 W. Maude Ave., Sunnyvale, CA 94085
  - Remittance Address: Dept CH 17670, Palatine, IL 60055-7670

This quotation is valid only: (1) for the Proofpoint SKU items identified above (taken as a whole), and (2) until the quote expiration date. The fees listed here do not include sales, use, withholding, value added, excise or other similar taxes and duties, or shipping fees. Updates for Spam Detection (regular updates based on external threats), Virus Scanning (periodic releases supplemented by external virus discoveries), and Regulatory Compliance (periodic updates of regulatory dictionaries) products are provided at N/C to Proofpoint customers throughout the subscription term. Unless the end user customer ("Customer") has a written license agreement in place with Proofpoint for the products listed above, Customer's issuance of a purchase order (either directly to Proofpoint or through an authorized Proofpoint partner) constitutes Customer's agreement that its use of the Proofpoint products is governed solely by the terms of the Proofpoint Customer Agreement found at <a href="https://www.proofpoint.com/license/customer-agreement">www.proofpoint.com/license/customer-agreement</a>, which contains terms regarding license and usage, data privacy obligations, disclaimers and limitations of liability, Proofpoint's right to suspend or terminate Customer's subscription for non-payment, and automatic renewal of the subscription.

To facilitate processing of your order, please include the Quote Number on your Purchase Order.

THANK YOU!

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**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** Wondimu Mengistu, Grants and Legislative Analyst

SUBJECT: CONSIDER ADOPTING A RESOLUTION TO AUTHORIZE THE CEO TO

SUBMIT A GRANT APPLICATION AND EXECUTE AN AGREEMENT TO RECEIVE FEDERAL FUNDS FROM THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM TO DEVELOP A MASTER PLAN FOR THE SOUTH

**COUNTY ZERO-EMISSIONS OPERATING AND MAINTENANCE** 

**FACILITY** 

## I. RECOMMENDED ACTION

That the Board of Directors approve a resolution that authorizes the CEO to submit a grant application and execute an agreement for funding from the RAISE Grant Program for the South County Zero-Emissions Operating and Maintenance Facility Plan

## II. SUMMARY

- The US Department of Transportation (USDOT) announced a funding opportunity for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants on April 13, 2021.
- In December 2018, the California Air Resources Board (CARB) adopted an Innovative Clean Transit (ICT) Regulation, which mandates, starting in 2026, an escalating percentage of future bus procurements to be zero emission buses (ZEBs).
- Santa Cruz Metropolitan Transit District's (METRO) existing bus yard is limited in its ability to accommodate the footprint required for a fueling/charging, operating and maintenance infrastructure for a full fleet of ZEBs. A new Zero-Emissions Operating and Maintenance Facility in the South County is necessary for METRO to fully transition to zero-emission buses by 2040.
- The project budget is approximately \$1 million. The proposed project budget will not require local matching funds from METRO.
- Staff is requesting the Board of Directors (Board) adopt a resolution (Attachment A) that authorizes the CEO to submit a grant application and execute an agreement necessary to receive USDOT funds.

• The METRO Capital Projects Standing Committee met on June 11, 2021 to review the request to adopt a resolution authorizing the CEO to submit a grant application and execute an agreement to receive federal funds from the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program to develop a master plan for the South County Zero-Emissions Operating and Maintenance Facility. The Committee recommends the Board approve this request as presented.

## III. DISCUSSION/BACKGROUND

On April 23, 2021 the USDOT published a Notice of Funding Opportunity (NOFO) to apply for \$1 billion in Fiscal Year (FY) 2021 discretionary grant funding through RAISE, a new name for the grant program formerly known as BUILD (Better Utilizing Investments to Leverage Development Program). This grant solicitation offers METRO an opportunity to submit applications for the South County Zero-Emissions Operating and Maintenance Facility Plan ("Proposed Project").

On December 14, 2018, CARB adopted its ICT Regulation which requires all transit agencies designated as a small transit agency to transition their bus fleet to all ZEBs beginning in 2026. Starting in 2026, small transit agencies must purchase ZEBs for 25% of all bus purchases, and 100% of all bus purchases must be ZEBs starting in 2029. METRO has already taken steps to electrify its fleet with battery electric zero emission buses; however, METRO's existing physical space is limited to accommodating its currently planned ZEB deployments, and is not adequate to meet the needs of a fleet-wide ZEB transition goal by 2040. A new Zero-Emissions Operating and Maintenance Facility in the South County would enable METRO to meet the ICT rule while providing a base for its buses serving four Watsonville local routes as well as inter-city routes to Santa Cruz.

The RAISE Grant will be used to develop a master plan for the Proposed Project, including functional analysis, alternative studies, site selection, hazardous material and geotechnical studies, utility and third party coordination, environmental compliance, and compliance with the Uniform Act of 1970 for real estate acquisitions. This planning grant will also fund up to 30% of the conceptual/preliminary design assessing the spatial area requirements for general bus maintenance, fueling, exterior washing, interior cleaning and additional space required for administrative and operating staff offices.

The Proposed Project, once completed, supports ZEB operations at the Watsonville Transit Center (WTC), which is the primary transfer point between four Watsonville local routes, four inter-city routes to Santa Cruz, and other regional transit agency routes serving WTC, including Monterey-Salinas Transit (MST), which operates three routes to/from WTC. It will eliminate costly and inefficient deadheading of 17 miles back to Santa Cruz for midday recharging and a bus exchange. The Proposed Project will also promote economic

development, reduce burdens of commuting and improve overall well-being in the South County.

The Proposed Project will not require local matching funds from METRO. The Project is located in a Census Tract that meets the USDOT's definition of a project located in an Area of Persistent Poverty. Per the Consolidated Appropriations Act, 2021, RAISE grants may be used for up to 100% of the costs of a project located in a rural area or a planning project that is located in or is to directly benefit an Area of Persistent Poverty.

Why is a South County Bus Division needed?

- To be compliant with the ICT and transition to a 100% zero emission bus fleet.
- See Attachment B, Center for Transportation & the Environment: Best case if METRO goes 100% battery electric buses (BEB) as we transition to compliance with the State ICT, we can fit 67 BEBs into our current bus lot with a possible overhead gantry charging system. METRO's current bus fleet is 94 buses, and METRO should plan for future possible expansion.
- There is not sufficient room at the current facility to add a small hydrogen fuel cell fueling facility. Staff intended to apply for a 2022 FTA Low or No Emission Program (Low-No Program) grant for five hydrogen fuel cell electric buses (FCEB). Staff believes that FCEBs may prove to have a greater range than BEBs and that METRO's journey towards ICT compliance may include a mix of BEBs and FCEBs.

Staff is seeking the Board adopt a resolution (Attachment A) that authorizes the CEO to submit a grant application and execute an agreement for funding from the RAISE Grant Program for the South County Zero-Emissions Operating and Maintenance Facility Plan.

On May 11, 2021 the METRO Capital Projects Standing Committee, met, reviewed and recommended the full Board approve the request as outlined in this staff report and presented today.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

The actions taken in this report tie to METRO's Financial Stability, Stewardship and Accountability, Service Quality and Delivery, and State of Good Repair Strategic Priorities.

## V. FINANCIAL CONSIDERATIONS/IMPACT

If awarded, the planning grant from RAISE would provide revenue necessary to develop planning, environmental clearance, conceptual/preliminary design and

real estate acquisition cost estimates for a new facility with no local cash requirement. Staff will request a Capital Budget amendment if the grant is awarded.

## VI. CHANGES FROM COMMITTEE

None

#### VII. ALTERNATIVES CONSIDERED

Do not submit a RAISE grant application. METRO is seeking capital funding from external sources to plan, design and build a new facility needed to accommodate the required footprint for fueling/charging infrastructure, operating and maintenance capacity for a fleet-wide transition to 100% ZEBs. The current federal grant solicitation presents an opportunity to acquire planning funds with no local share. Forgoing this opportunity will delay METRO's plan to transition to a 100% zero emission fleet by 2040. This alternative is not recommended.

## VIII. ATTACHMENTS

**Attachment A:** Resolution authorizing the CEO to submit an application and

to execute agreement necessary to receive RAISE funds to develop a master plan for the South County Zero-Emissions Operating and Maintenance Facility, including functional analysis, Alternative studies, site selection, environmental

clearance and conceptual/preliminary design.

**Attachment B:** CTE Memo - Parking Impacts of Large-Scale BEB

Infrastructure at SCMTD

Prepared by: Wondimu Mengistu, Grants/Legislative Analyst

## IX. APPROVALS

John Urgo, Planning and Development Director

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager

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# Attachment A



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

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

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ
METROPOLITAN TRANSIT DISTRICT AUTHORIZING THE CEO TO SUBMIT A
GRANT APPLICATION & EXECUTE AGREEMENTS NECESSARY TO RECEIVE
FEDERAL FUNDS FROM THE DEPARTMENT OF TRANSPORTATION TO
DEVELOP A MASTER PLAN FOR THE SOUTH COUNTY ZERO-EMISSIONS
OPERATING & MAINTENANCE FACILITY

**WHEREAS**, the US Department of Transportation (USDOT) is soliciting grant application for \$1 billion available nationwide in the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants program; and,

**WHEREAS**, METRO is an eligible recipient of USDOT grant funds from the RAISE grants program; and,

**WHEREAS**, METRO needs capital funding to develop a master plan for the South County Zero-Emissions Operating and Maintenance Facility, including functional analysis, alternative studies, site selection, environmental clearance and conceptual/preliminary design; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Cruz Metropolitan Transit District hereby authorizes Alex Clifford, CEO/General Manager, or his designee, to submit grant applications for funds to develop a master plan for the South County Zero-Emissions Operating and Maintenance Facility,

	Attachment A	
Resolution No Page 2	)	
	ctional analysis, alternative studies, site selection, environmental clearance ual/preliminary design, to execute all agreements necessary to receive ne USDOT.	
PASSED AND ADOPTED this 25 <sup>th</sup> Day of June 2021 by the following vote:		
AYES:	Directors -	
NOES:	Directors -	
ABSTAIN:	Directors -	
ABSENT:	Directors -	
	APPROVED	
ATTEST	ALEX CLIFFORD CEO/General Manager	
APPROVED	AS TO FORM:	
JULIE	SHERMAN	

**District Counsel** 

# Attachment B

# **MEMO**

Re: Parking impacts of Large-Scale BEB Infrastructure at SCMTD

From: CTE

To: SCMTD Staff Feb. 4, 2021

CTE understands there are concerns regarding the impact of potential overhead infrastructure to support large scale BEB charging on the parking capacity at the SCMTD facilities, which already experience a shortage of parking spaces<sup>1</sup>. CTE has been working with AECOM to develop conceptual layouts of such charging infrastructure and used those preliminary analyses to quantify the parking impact of such infrastructure.

Table 1: Parking Requirements

SCMTD's total fleet size	94 buses
Buses that can currently be Parked Overnight at Maintenance Facility (10% of fleet)	9 buses
Required Capacity at Ops. Bldg. Lot	85 buses
Current Capacity at Ops Bldg. Lot	83 buses

Figure 1 shows SCMTD's current bus parking layout, accommodating 68 buses in striped parking spaces, and 15 in the drive lanes for a total of 83 buses. AECOM's layout shows enough room for 67 battery electric buses (BEBs) to be parked in striped spaces, and 10 buses in the drive lanes, for a total of 77 buses<sup>2</sup>. This net loss of 6 parking spaces indicates that large-scale overhead BEB charging infrastructure is likely to excessively impact parking capacity at SCMTD.

<sup>&</sup>lt;sup>1</sup> Currently, SCMTD's Ops. Bldg. Lot has bus parking capacity for 83 buses, which is two spaces short of the 85 bus parking spaces that SCMTD needs for their operations.

<sup>&</sup>lt;sup>2</sup> The middle nose-to-tail parking section on AECOM's layout is five buses wide compared to SCMTD's current parking layout which is only four buses wide (i.e. parking spots 55-58 in Figure 1). Therefore, only a single line of buses could be parked in the eastern most drive lane, reducing net parking capacity by five buses. The gantry support structures for the overhead infrastructure further eliminate an additional two spaces of hearing-bone parking.

# Attachment B

Figure 1: Current Parking Layout: 83 Buses

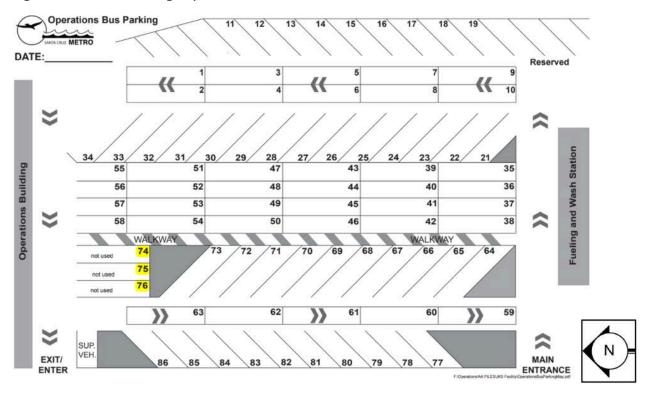
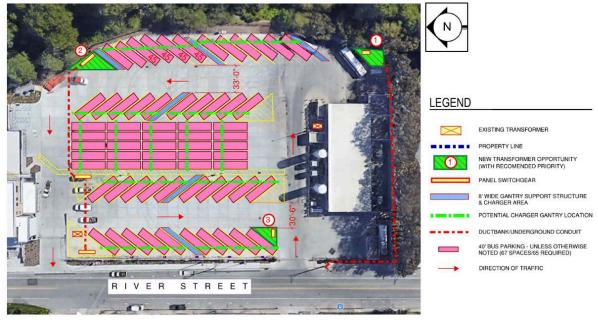


Figure 2. Conceptual SCMTD Parking Layout with BEB Charging Infrastructure: 77 Buses



# Santa Cruz Metropolitan Transit District



**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** John Urgo, Planning & Development Director and DBELO

SUBJECT: ACCEPT AND FILE THE SEMI-ANNUAL REPORT ON THE STATUS OF

METRO'S DISADVANTAGED BUSINESS ENTERPRISE (DBE)

**PROGRAM** 

#### I. RECOMMENDED ACTION

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

## II. SUMMARY

- As a recipient of federal funds, Santa Cruz Metropolitan Transit District (METRO) participates in the federal Disadvantaged Business Enterprise (DBE) Program as specified in Title 49, Code of Federal Regulations, Part 26 (49 CFR 26).
- The Federal Transit Administration (FTA) requires METRO to recalculate its DBE goal triennially and to report goal attainment semi-annually as a requirement to receive federal funds.
- METRO's FFY21-23 goal for DBE participation is 2.65% of all federally funded procurements with competitive contract bidding opportunities.
- A Semi-Annual report is provided to the Board of Directors (Board) in concurrence with the FTA reporting schedule per METRO's DBE Policy.
- For the period covering October 1, 2020 March 31, 2021, METRO's DBE attainment was 0.00% for contracts awarded, payments on ongoing contracts and payments on completed contracts.

## III. DISCUSSION/BACKGROUND

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

individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

The FTA requires each qualified recipient of more than \$250,000 annually in federal funds to implement a DBE program, recalculate a DBE goal triennially, and report its goal attainment semi-annually, as specified by 49 CFR 26. METRO received approximately \$48.1 million from the FTA in FFY21 and, therefore, must maintain a DBE Program. The growth in federal funding, compared to previous fiscal years, is due to the American Rescue Plan Act of 2021 (ARPA), which provided METRO an additional \$26 million in FY21.

It is important to acknowledge the restrictions placed on DBE goal setting, attainment and reporting:

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

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

## V. DBE STATUS

METRO's current DBE goal is 2.65% as seen in METRO's DBE semi-annual report for the period covering October 1, 2020 – March 31, 2021 provided as Attachment A. During this reporting period, METRO had \$129,617 in contracts awarded and \$306,618.50 in contracts completed. METRO's DBE attainment for contracts awarded, payments on ongoing contracts, and payments on completed contracts is 0.00%, 0.00% and 0.00%, respectively.

METRO did not award or close any large construction procurements with subcontracting opportunities for DBEs, during this reporting period. The majority of METRO's federal capital funds were obligated for smaller infrastructure projects, for which there were limited subcontracting opportunities for DBEs.

#### VI. UPCOMING DBE OPPORTUNITIES

In the second half of FFY21, METRO will have approximately \$2.9 million in contract opportunities. Over \$2.5 million of those funds will be spent on six construction procurements, which allow for subcontracting opportunities with DBEs. METRO encourages prime contractors to subcontract portions of the work to facilitate participation by DBEs and other small businesses to assist METRO in meeting their DBE goal.

### VII. FINANCIAL CONSIDERATIONS/IMPACT

The DBE Program has direct expenses of less than \$850 for publishing ads and public hearing notices. Failure to update the goal and submit semi-annual reports would jeopardize METRO's receipt of over \$48.1 million in federal financial assistance in FFY21.

#### VIII. CHANGES FROM COMMITTEE

N/A

### IX. ALTERNATIVES CONSIDERED

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

### X. ATTACHMENTS

Attachment A: June 1, 2020 DBE Semi-Annual Report (October 1, 2020 –

March 31, 2021)

Prepared by: Cayla Hill, Planning Analyst

# XI. APPROVALS

John Urgo, Planning and Development Director

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

Alex Clifford, CEO/General Manager

	UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS										
FTA Section											
**Please refer to the instruction sheet for directions on filling out this form**											
1	1 Submitted to (check only one) [ ] FHWA [ ] FAA [ X ] FTA - Recipient ID Number 1622										
2	Grant Number(s) (FTA Recipients):										
3	Federal Fiscal year in which reporting period falls:	g FFY21			4. Date This Report Submitted:		6/1/2021				
5	Reporting Period:	[X] Report due for p	eriod Oct 1-Mar 31		[ ] Report d	lue for period	April 1-Sep 30	[ ] FAA annual report due Dec 1			
6	Name and address of Recipient:			Recip	ient or subre	cipient compl	eting this form				
7	Annual DBE Goal(s):	Race Conscious Pro	jection: 0.00%		Race Neutra	l Projection: 2	2.65%	OVERALL GO	oal: 2.65%		
			Awards/Com	mitments this	s Reportii	ng Period					
		Α	В	С	D	E	F	G	н	ı	
	AWARDS/COMMITMENTS	Total Federal	Total Number	Total to DBEs	Total to	Total to	Total to DBEs/Race	Total to	Total to	Percentage of	
	MADE DURING THIS	Share Dollars		(dollars)	DBEs	DBEs/Race	Conscious (number)	DBEs/Race	DBEs/Race	total dollars	
	REPORTING PERIOD				(number)	Conscious		Neutral	Neutral	to DBEs	
Α	(Total contracts and subcontracts					(dollars)		(dollars)	(number)		
	committed during this reporting										
	period)										
	Prime contracts awarded this period										
8	(Standard Agreements)	\$ 129,617.00	5	\$ -	0			\$ -	0	0%	
9	Subcontracts awarded/committed this								_		
10	period (3rd Party Contracts)	\$ -	0	\$ -	0			\$ -	0		
10	TOTAL			<b>&gt;</b> -	U	\$ -	U	\$ -	U	0.00%	
		Α	В	С	D	E	F				
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11	Black American	\$ -	\$ -	\$ -	0	0	0				
12	Hispanic American	\$ -	\$ -	\$ -	0	0	0				
13	Native American	\$ -	\$ -	\$ -	0	0	0				
14	Asian-Pacific American	\$ -	\$ -	\$ -	0	0 0					
15	Subcontinent Asian Americans	\$ -	\$ -	\$ -	0	0	0				
	Non-Minority	\$ -	\$ -	\$ -	0	0	0				
17	TOTAL	\$ -	\$ -	\$ -	0	0	0				
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22 Submitted by: Cayla Hill 23. Signature: 24. Phone Number: 831-420-2581						420-2581					
	25. Signature. 25. Si										

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**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** John Urgo, Planning and Development Director

SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A

CONTRACT FOR TRANSIT SERVICES WITH CABRILLO COLLEGE

### I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a Contract for Transit Services with Cabrillo College beginning July 1, 2021

### II. SUMMARY

- Cabrillo College (College) has established a student fee for use of Santa Cruz Metropolitan Transit District's (METRO) fixed route public bus services (except Highway 17 Express service).
- METRO and Cabrillo College first executed a contract for the 2016-17 school year and an extension for the 2017-18 school year. In 2018, the METRO Board of Directors (Board) approved a new three-year contract for the 2018-19 through 2020-21 school years, which expires on June 30, 2021.
- METRO and Cabrillo College desire to enter into a new contract for three years, with an option for a two-year extension (Attachment A).

### III. DISCUSSION/BACKGROUND

In the spring of 2016, through a student ballot measure, Cabrillo College students assessed themselves a transportation fee to be used to provide student passes for access to METRO fixed route services for the 2016-17 school year. Through this funding Cabrillo College was able to sustain a number of services providing access to the College, which would have been eliminated in the September 2016 service reduction without support from the College.

The student body voted to approve the transportation fee again in November 2017, and in June 2018 the METRO Board approved a new three-year contract for the 2018-19 through 2020-21 school years, which expires on June 30, 2021.

The COVID-19 pandemic and resultant shelter-in-place orders that began in March 2020 forced METRO to reduce service and the College to move to remote learning for the majority of classes and activities. The College agreed to continue to compensate METRO at a reduced amount commensurate with the reduction in service for the remainder of 2020 fiscal year. Due to the continuation of remote learning during the 2020-21 academic year, the College did not collect a student

transportation fee. However, recognizing the importance of access to transit service even when the majority of College activity was remote, the College and Student Services worked to identify funding sources to compensate METRO \$403,506 in FY21 to help sustain METRO service for Cabrillo students during the 2020-21 academic year.

As the effects of the COVID-19 pandemic lessen and the College prepares to welcome greater numbers of students in classrooms in fall 2021, METRO and Cabrillo College desire to enter into a new Contract for a three-year term (Attachment A). In May 2021, the student body voted again to approve the METRO student transportation fee, re-establishing a dedicating funding source for the Contract. Due to lower projected enrollment, the College has proposed compensation of \$583,000 for Fiscal Year 2022, a reduction of slightly over \$150,000 compared to the previous Contract. This amount is sufficient to fund four bus operator positions, which METRO will primarily dedicate to providing additional service on Routes 55, 69A and 71 (Attachment A, Exhibit A). METRO along with Cabrillo College staff and the Student Senate will continue to work collaboratively to promote the student bus pass program in an effort to increase Cabrillo student ridership.

#### IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

Executing a new Contract for Transit Services with Cabrillo College aligns with the following Strategic Priorities:

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

### V. FINANCIAL CONSIDERATIONS/IMPACT

The reduced Cabrillo College funding will decrease FY22 revenue by \$150,000 compared to the FY21 budget (although staff note that FY21 actuals were \$350,000 under budget). METRO will reduce its total bus operator commitment to Cabrillo services from six to four (Attachment A, Exhibit C). This will not involve any reduction in METRO staff.

Cabrillo College has committed to reimbursing METRO any surplus generated per year from the Transportation Fee beyond the contracted amount, after retaining no more than \$50,000 each year, at Cabrillo's discretion (for unforeseen contract related expenses and fluctuations in collectibles and potential errors in booking collectables). In FY20, for example, the College paid METRO \$118,605 from the surplus fund.

### VI. CHANGES FROM COMMITTEE

N/A

### VII. ALTERNATIVES CONSIDERED

The Board could consider not extending the Contract, which terminates on June 30, 2021. This is not recommended by staff as the Contract represents the mutual desires of both parties to provide transportation services to Cabrillo College students to the maximum extent possible at an affordable rate.

The Board could also recommend changes to provisions of the Contract, such as the services operated in Exhibit C. Given the reduction in funding, METRO could reduce further the level of bus service to Cabrillo College. This is not recommended by staff as Cabrillo College students are an important market for METRO and the services also provide important mobility to the wider community who use the various Cabrillo funded services. Maintaining the majority of the "school term" services will allow the potential for ridership to continue to grow and leave Cabrillo the opportunity to increase its services level again the future.

#### VIII. ATTACHMENTS

**Attachment A:** Contract for Transit Services with Regents of Cabrillo

College

Prepared by: John Urgo, Planning and Development Director

# IX. APPROVALS

John Urgo, Planning and Development Director

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

Alex Clifford, CEO/General Manager

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

# CONTRACT FOR TRANSIT SERVICES WITH CABRILLO COMMUNITY COLLEGE DISTRICT

This Contract for Transit Services is made effective July 1, 2021 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California, hereinafter called "METRO", and Cabrillo Community College District, hereinafter called "College."

#### I. RECITALS

- 1.01 Whereas METRO provides public transportation services throughout the County of Santa Cruz according to published schedules;
- 1.02 Whereas, METRO desires to provide transportation (METRO Transit Service) for students of the College, to and from the College and throughout the County of Santa Cruz;
- 1.03 Whereas, the College desires that students utilize the METRO Transit Service to the maximum extent possible at an affordable rate;
- Whereas, METRO and the College first entered into a Contract for Transit Services during the 2016-17 school year, with subsequent extensions covering the 2017/18, 2018/19, 2019/20 and 2020/21 school years; and
- 1.05 Whereas, METRO and the College now desire to enter into a new Contact for an additional three years, with an option for a two-year extension.

Now therefore, METRO and College agree as follows:

### II. SCOPE OF AGREEMENT

- 2.01 Cabrillo College has adopted a student bus pass fee, the revenue from which is intended to fund operation of regularly scheduled METRO Transit Services, which will also be open to the public.
- 2.02 College will issue a METRO approved "Cabrillo College Bus Pass" to its current students under such terms and conditions as College deems appropriate in its sole discretion, which shall be valid without payment of an additional fare on any METRO fixed route bus, except those in operation on the Highway 17 Express route.
- 2.03 The bus pass will only be issued to students and will take the form of a valid Cabrillo College Student ID. METRO will provide Transit Services to College students during all three semesters of the school year (Fall, Spring and Summer).
- 2.04 METRO operates four separate service periods during a year (Fall, Winter, Spring and Summer), called "Bids", starting on Thursdays in early September, mid-December, early March, and mid-June respectively, when adjustments to the service network and bus operator assignments are made. College has three semesters in the school year (Fall, Spring, Summer) starting in late August, late January, and mid-June respectively. The parties will work cooperatively to establish

- the protocols for College student access to METRO Transit Service during the transition period between school semesters.
- 2.05 In the context of Item 3.01, METRO intends to, in conjunction with College, schedule less College-oriented service during the Summer "Bids" to match the reduced enrollment level at College during the summer semester. There is currently no College-oriented weekend services as part of METRO's service plan.
- 2.06 The intent of the parties is to have this Contract cover College school years 2021-22 through 2023-24, with a possible extension through the 2024-25 and 2025-26 school years, although either party can pursue renegotiation of features of the Contract, including Transit Service routes and schedules, with 120 days advance notice to the other party. Furthermore, to be effective in the Spring Semester, notice of College required changes to service routes and schedules must be given to METRO by the prior November 1, for implementation in the first two weeks of the following March. To be effective in the Fall Semester, notice of College required changes to service routes and schedules must be given to METRO by the prior May 1, for implementation in the first two weeks of the following September.
- 2.07 College shall provide METRO with any changes to the format of the "Cabrillo College Bus Pass" 120 days in advance of implementation of any such changes.
- 2.08 College and METRO staff will meet regularly to monitor service and ridership, consider route and schedule adjustments, and identify other issues to be addressed. Such issues identified by the project team as of the effective date of this Contract include the following:
  - a. Technology METRO desires to introduce mobile fare payment and "smart card" technology, which has the potential to improve the efficiency and accuracy of boarding data. METRO will discuss the College's participation in this initiative going forward.
  - b. Marketing –METRO appreciates this opportunity to work with the College to provide a service that meets the College's needs and is seen as a benefit to the College community. METRO looks forward to shared marketing/advertising efforts, which inform students, faculty and staff about the primary benefits of the program, including:
    - Individual financial savings
    - Opportunity to contribute to environmental goal of greenhouse gas reduction
    - Freeing up time to study, relax, work, etc. by not having to drive

#### III. BUS TRANSIT SERVICES

- 3.01 The specific set of METRO routes and trips implemented for the College is agreed upon between the parties and is documented in Exhibit A, and is hereby incorporated into this contract. Exhibit B "METRO-Cabrillo College Service Costing Methodology, and Exhibit C "METRO-Cabrillo Route Matrix/ Explanation of Service Costs" are hereby incorporated into this contract.
- 3.02 METRO bus operators will register each boarding through the farebox, providing route and trip specific data to the College & METRO project team for planning purposes.

#### IV. REIMBURSEMENT FOR COSTS

- 4.01 The College will pay METRO for the costs of operating the METRO Transit Services provided to College pursuant to this Contract. Payment will be based on the full annual METRO cost of providing an operator and the per mile cost of providing the Transit Services, for a total annual amount of \$145,847, multiplied by the number of operators that will provide the METRO Transit Services. The specific components of this cost are identified in Exhibit B. Such costs may increase on an annual basis, in accordance with increases in costs incurred by METRO to provide the Transit Services.
- 4.02 The College has identified \$583,388 (Five Hundred Eighty Three Thousand, Three Hundred Eighty Eight Dollars) in funding that is available for each school year, which currently funds four (4) operators annually. Three (3) of these operators will provide regularly scheduled service and one (1) will be assigned to the extra board, which provides backup operators to assist in maintaining the Transit Services in cases of scheduled operator unavailability, in keeping with standard transit operations standards.
- 4.03 Additionally, Cabrillo will annually pay METRO surplus student transportation fee funds, up to the amounts specified in this paragraph, it has generated in the prior fiscal year by October 31. Surplus funds are defined as those student transportation fee funds, after payment of the amended reimbursement amounts above, that are in excess of \$50,000 retained by Cabrillo and held in case of accounting errors or adjustments.
- 4.04 METRO will invoice College 1/3rd of the METRO costs on a triannual basis, beginning July 1, 2021 through June 30, 2024 or through a possible extension through June 30, 2026, the conclusion of the Contract period, based on the following annual payment schedule:
  - 1st Payment for Fall Semester is due: November 1st
  - 2<sup>nd</sup> Payment for Spring Semester is due: April 1<sup>st</sup>
  - 3<sup>rd</sup> Payment for Summer Semester is due: July 1<sup>st</sup>
- 4.05 PAYMENT TERMS. All invoices will be paid by Cabrillo NET30.

### V. TERM AND TERMINATION

- 5.01 The initial term of this Contract shall be three (3) years, from July 1, 2021 through June 30, 2024, with the possibility of a two-year extension to June 30, 2026. This Contract may be renewed for succeeding periods by mutual agreement of the parties, by execution of written amendments. Any subsequent renewal beyond the two-year extension ending on June 30, 2026 is subject to the affirmation of an election conducted by Cabrillo Student body in April/May 2026.
- 5.02 Following the first year of the Contract term, either party may terminate this Contract with 120 days advance notice in writing to the other party.
- VI. NOTICES
- Any notice, request, instruction, or other document deemed by either Party to be necessary or desirable to be given to the other Party shall be in writing and may be given by personal delivery

to a representative of the Parties at the address below or by mailing the same, addressed as follows:

#### COLLEGE:

Cabrillo College 6500 Soquel Drive, Bldg 2030 Aptos, CA 95005

Attention: Director of Purchasing, Contracts, Risk Management & Auxiliary Services

#### METRO:

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

#### VII. MUTUAL INDEMNITY

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

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

### VIII. COLLEGE REQUIRED INSURANCE PROVISIONS

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

accident or disease to any employee which arises out of the employee's employment by METRO. The Employer's Liability Insurance required of METRO hereunder may be obtained by METRO as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

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

Workers Compensation In accordance with applicable law

Employers Liability \$1,000,000 (Injury or Death and Property Damage)

Commercial General Liability (including Bodily Injury or Death and Property Damage)

Per Occurrence \$2,000,000

Aggregate

\$4,000,000

## Automobile Liability - Bodily Injury or Death

Per Occurrence

\$2,000,000

#### IX. MISCELLANEOUS PROVISIONS

- 9.01 In the event suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable attorneys' fess to be fixed by the court. The "prevailing party" shall be the party that is entitled to recover its costs of suit, whether or not the suit proceeds to find judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.
- 9.02 This Contract, together with all subordinate and other documents incorporated by reference herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties hereto. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby.
- 9.03 College represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.
- 9.04 In connection with the distribution and use of "Cabrillo College Bus Pass" and METRO Transit Services, College and METRO shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group or persons in any manner prohibited by Federal, State or local laws.
- 9.05 College and METRO agree to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally assisted programs
- 9.06 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
- 9.07 College shall not assign or transfer any interest in this Contract without prior, written consent of METRO. Any attempted assignment or transfer shall be void.
- 9.08 METRO shall not assign or transfer any interest in this Contract without prior, written consent of College. Any attempted assignment or transfer shall be void.
- 9.09 Time is of the essence in this Contract.
- 9.10 Each party to this Contract shall maintain books, accounts, records and data related to this Contract in accordance with applicable state and federal requirements and shall maintain those books,

accounts, records and data for three (3) years after the termination of this Contract. For the duration of the Contract and for a period of three years thereafter, either party's representatives and representatives of the United States Department of Transportation, the Controller General of the United States and the Auditor General of the State of California shall have the right to examine these books, accounts, records. data and other information relative to this Contract for the purpose of auditing and verifying statements, invoices, bills and revenues pursuant to this Contract.

- 9.11 College agrees to submit to METRO any and all advertising, sales promotion, and other publicity matter relating to any METRO Transit service wherein METRO's name is mentioned or language used from which the connection of METRO's name therewith may, within reason, be inferred or implied. College further agrees not to publish or use any such advertising, sales promotion, or publicity matter without the prior written consent of the METRO.
- 9.12 METRO agrees to submit to College any and all advertising, sales promotion, and other publicity matter relating to any College Transit service wherein College's name is mentioned or language used from which the connection of College's name therewith may, within reason, be inferred or implied. METRO further agrees not to publish or use any such advertising, sales promotion, or publicity matter without the prior written consent of the College.
- 9.13 Each party has full power and authority to enter into and perform this Contract and the persons signing this agreement on behalf of each party has been properly authorized to enter into it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

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

CANTA CDITZ METDODOLITANI

TRANSIT DISTRICT	CABRILLO COLLEGE			
BY: Alex Clifford CEO/General Manager	BY: Alex Strudley Director of Procurement and General Services, Governing Board Authorized Contract Signer on Behalf of the Governing Board Cabrillo Community College District			
Approved as to form:	Approved as to form:			
Julie Sherman, General Counsel	Gale Stevens District Buyer			

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

# CONTRACT FOR TRANSIT SERVICES WITH REGENTS OF CABRILLO COMMUNITY COLLEGE DISTRICT

EXHIBIT A (BUS TRANSIT SERVICES)

METRO will provide Transit Services to College students during all three semesters of the school year (Summer, Fall, and Spring). The following trips will run ONLY when Cabrillo is in session during those THREE semesters:

## Route 71

- 2 Inbound trips
- 2 Outbound trips

# Route 69A

- 3 Inbound trips
- 3 Outbound trips

# Route 55

- 2 Inbound trips
- 2 Outbound trips

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

CONTRACT FOR TRANSIT SERVICES
WITH REGENTS OF CABRILLO COMMUNITY COLLEGE DISTRICT
EXHIBIT B (SERVICE COSTING METHODOLOGY)

As part of its financial and service planning METRO has established the cost of one operator providing service for a year. Using FY20 data, this cost has been set at \$145,847 per operator, consisting of the full cost of an operator (salary and fringe benefits) and the cost of the operating mile "consumables" required to operate the bus (fuels, oil, parts).

This cost is referred to as the "direct" or "marginal" cost of the providing the service and does not include other "overhead" including maintenance, facilities, and administrative costs.

 Operator Cost
 \$124,013

 Mileage Cost
 \$21,834

 Total Cost
 \$145,847

#### **Operator Cost**

The Operator cost of \$124,013 was derived from the average METRO bus operator salary/fringe benefits. This cost can continue to fluctuate over time as the salary and benefit costs of operators change over time. It is the intent of METRO to revise its operating cost every fiscal year.

#### Mileage Cost

The Mileage cost was established as shown below.

Assumptions: 1,164 revenue service hours (RSH) per year per operator

16% deadhead hours in addition to revenue service hours (system average)

1164 RSH per year

X 1.16 (deadhead hours)

=1349 total hours per operator per year

X 17.7 miles per hour (system average)

=23,882 miles per operator per year

The cost per mile is based on the FY20 budget for Fleet Supplies of \$\$2,256,177 divided by the FY20 total miles of 2,467,836.

2,256,177 divided by 2,467,836 total annual miles = 0.91 per mile

23,882 miles per year per operator X \$\$0.91 = \$21,834 consumables per operator per year.

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

# CONTRACT FOR TRANSIT SERVICES WITH CABRILLO COMMUNITY COLLEGE DISTRICT

EXHIBIT C (METRO-Cabrillo Route Matrix/ Explanation of Service Costs)

Cabrillo funding will support four (4) bus operators. This exhibit will explain how the Cabrillo services are covered by those operators.

The following describes the work assignments:

To create efficient daily work assignments and follow the work rules in the UTU Labor Agreement, not all of the work assignments can be exclusively assigned to Cabrillo services.

Two (2) of the four (4) operator assignments are entirely Cabrillo oriented Route 91X services.

The remaining one (1) operator will be dedicated to Routes 69A, 71, 55 and additional 91X trips as a portion of their day, while providing other METRO services during the rest of their day.

Per agreement with Cabrillo Community College staff, standard transit industry and METRO business practice, transit agencies maintain a 25% "Extraboard Operators", which provides coverage during absences for regularly assigned operators and for back-up trips of these services, as needed. The remaining one (1) Cabrillo College funded operators are committed to this Extraboard.

**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** John Urgo, Planning and Development Director

SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A FOUR-

YEAR EXTENSION AMENDMENT (SEVENTH 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 Seventh Amendment to the Contract for Transit Services with the University of California, Santa Cruz (UCSC), which will extend the Contract for a four year term, beginning July 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 January 1, 2021, and is terminating on June 30, 2021.
- Due to the COVID-19 pandemic and uncertainty surrounding on-campus activities, METRO and UCSC made substantial revisions to the Contract in June 2020, including changing the payment model from a flat fee to compensation based on the level of service operated, and shortening the contract term to six months.
- As the effects of the pandemic lessen and the campus prepares to return to pre-COVID levels of activity, METRO and UCSC would like to extend the Contract for a four-year term and return to the flat fee payment model of previous Contracts (Attachment A).

# III. DISCUSSION/BACKGROUND

METRO and UCSC have entered into formal agreements for transit services since 1972 (utilizing METRO's fixed route buses), with revisions and amendments extending through the mid 1990's. A restructured Contract for Transit Services became effective on September 1, 2010, which the parties have extended for various terms since that time. The Contract recognizes that the

parties have a mutual desire to provide transportation to UCSC students, faculty and staff that is utilized to the maximum extent possible at an affordable rate. The University issues a METRO-approved UCSC Bus Pass to eligible students, faculty and staff that is valid without payment of an additional fare on any METRO fixed route bus, excluding Highway 17. The Contract provides compensation to METRO for the lost fare revenue.

Prior to the COVID-19 pandemic, the Contract determined compensation based on anticipated ridership for the coming academic year. For the 2019-20 school year, for example, UCSC committed \$4,509,846, which, when divided by estimated total UCSC passenger boardings for the year, was structured to target an average passenger fare of \$1.60 (equal to METRO's bulk discount pass rate).

The Contract also established a performance penalty for dropped service, requiring METRO to reimburse UCSC at a rate of \$159 for any scheduled vehicle trip that did not operate. Before the COVID-19 pandemic, METRO operated roughly 47,000 vehicle trips to the campus per year, meaning the compensation METRO received from UCSC averaged \$95 per vehicle trip. With the performance penalty set at \$159, METRO reimbursed UCSC more per vehicle trip dropped than it received in compensation per trip operated. This discrepancy never rose to significance due to the low volume of dropped service in normal years.

The COVID-19 pandemic and resultant shelter-in-place orders that began in March 2020, however, forced METRO to reduce service and cancel thousands of trips in order to comply with Santa Cruz County's public health orders and to protect the health and safety of METRO employees and the general public. The difference between the compensation rate and performance penalty meant that METRO owed the University more in reimbursement penalties than in compensation for service operated, even though METRO continued to operate service to the campus throughout the height of the pandemic, and honor the UCSC pass on all other local routes. Rather than collect payment from METRO, UCSC withheld all compensation for service for April, May and June of 2020, resulting in a budget deficit of over \$1 million.

Due to continued uncertainty surrounding COVID-19 during the Fiscal Year (FY) 2021 contract negations, and the reduced level of on-campus activities planned for the 2020-21 academic year, UCSC and METRO renewed the Contract for two successive six-month terms beginning on July 1, 2020. Under these Extension Amendments, UCSC agreed to compensate METRO per vehicle trip operated in a given month, and the parties agreed to change the performance penalty to equal the compensation rate per vehicle trip. Tying compensation to service rather than ridership ensured METRO could provide UCSC with service to support limited campus mobility while helping to guard METRO against revenue loss from lower ridership. It also helped METRO recover a fraction of the cost of retaining the workforce needed to provide higher levels of service in the future. However, the new contracts still left METRO with a budget deficit of nearly \$2

million, as the adopted FY21 budget had anticipated revenue amounts from previous contract years.

As the effects of the COVID-19 pandemic continue to wane, METRO and UCSC desire to extend the Contract for a four-year term and return to the flat fee payment model of pre-COVID service agreements (Attachment A). Both parties anticipate a return to greater levels of student activity and transit service to the UCSC campus this fall. The University is planning for the return of 85% of oncampus residents, as well as a significant increase of in-person classes and activities. In order to accommodate the expected demand for transit services, METRO is planning to restore as much of the pre-COVID "school term" service as is feasible, with the caveat that restoring 100% of pre-COVID school term service by fall 2021 may not be possible given recent bus operator retirements and resignations. METRO is also planning to operate new service, including a new Route 18 that replaces Route 16 with frequent service along Mission Street with connections to the campus and downtown Santa Cruz. Staff will work with the campus community to plan additional changes to service as warranted to meet peak demand times and other needs.

The amended Contract also includes changes to the performance penalty. METRO will continue to reimburse UCSC for service trips cancelled due to staffing shortages or equipment failures, with the reimbursement rate equal to the purchased price of service. The Contract also requires METRO to reimburse fifty percent (50%) of the purchased price per trip for service dropped due to "sanctioned or unsanctioned labor actions... where traffic is unimpeded, and where there was no direct threat to METRO equipment, METRO bus operators or METRO customers." This language stems from service disruptions caused by the UCSC graduate student strike in January 2020.

Due to uncertainty surrounding the exact level of service that will be operated in FY22, the purchase price will be calculated on a monthly basis by dividing the total compensation due for the month when the trips occurred by the number of scheduled trips on campus routes over that same month period. This assures that both parties are compensated/reimbursed at the same rate based on the level of service scheduled to operate in a given month.

Staff notes that the Contract does not protect METRO from another COVID-19 or similar situation where service is curtailed for reasons outside of METRO's control. The University inserted "Force Majeure" language during the previous round of negotiations that holds neither party liable for delays or cessation of service due to "earthquakes, fires, floods, epidemics and pandemics, and quarantine restrictions (a "Force Majeure Event")."

While this would seem to protect both parties, it has the effect of letting the University out of its obligation to pay for service that it has in essence already committed to buy, and that METRO has already built into its operating budget. Future disruptions will occur – whether wildfires, earthquakes or pandemics – but

METRO service is not a spigot that can be turned on and off during such events. Roughly 50% of METRO's operating budget is built around providing service to meet the demands of UCSC. When service is cancelled on short notice, METRO still incurs the operating cost of the bus operators, vehicles and other staff needed to deliver that planned service. Long-term disruptions, such as COVID-19, will continue to incur budget deficits or require layoffs or furloughs under this contract. Meanwhile, UCSC students, faculty and staff will retain the benefit of having a pass valid on any local METRO service during a force majeure event. Furthermore, the force majeure language fails to recognize that METRO's ability to ramp up service at the end of such an event hinges on its ability to rehire and retrain operators, supervisors and vehicle service workers, which can lag for months.

Despite the caveats above, staff recommends that the Board authorize the CEO to execute a Seventh Amendment to the Contract for Transit Services with UCSC, as the Contract represents the mutual desires of both parties to provide transportation services to University students, faculty and staff and accounts for a significant portion of METRO's fare revenue.

#### IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

Executing the Seventh Amendment to the Contract for Transit Services with the University of California, Santa Cruz (UCSC) aligns with the following Strategic Priorities:

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

### V. FINANCIAL CONSIDERATIONS/IMPACT

UCSC has agreed to restore compensation for transit services to the amounts budgeted before the COVID-19 pandemic, with increases of 2% per year to account for METRO's rising operating costs:

- \$4,686,345 for the period of July 1, 2021 through June 30, 2022;
- \$4,780,072 for the period of July 1, 2022 through June 30, 2023;
- \$4,875,674 for the period of July 1, 2023 through June 30, 2024; and,
- \$4,973,187 for the period of July 1, 2024 through June 30, 2025.

The amounts above represent maximum contract value. METRO will reimburse UCSC for service dropped due to staffing shortages, equipment failures or labor actions. METRO has historically dropped a very small percentage of service due to these factors.

A force majeure event, as described above, could reduce the contract value significantly depending on the extent of the event. For example, the service reductions put in place as result of the COVID-19 pandemic reduced revenue \$1 million in FY20 and \$2 million in FY21.

#### VI. CHANGES FROM COMMITTEE

N/A

#### VII. ALTERNATIVES CONSIDERED

The Board could consider not extending the Contract, which terminates on June 30, 2021. This is not recommended by staff as the Contract represents the mutual desires of both parties to provide transportation services to University students, faculty and staff and accounts for a significant portion of METRO's fare revenue.

The Board could also recommend changes to provisions of the Contract, such as the compensation terms. For example, rather than basing compensation on service operated or passenger trips taken, UCSC could assess a transportation fee per student with total compensation to METRO based on total enrollment. This is similar to the way METRO's Contract for Transit Services is structured with Cabrillo College. This would more closely align revenue with enrollment and would shield METRO from revenue losses in the event of service disruptions outside of its control, as long as the University continues to assess the student transportation fee (as it did throughout the COVID-19 pandemic). It would also more closely align the fee students pay with the benefit they receive; i.e., a transit pass valid for use on all local METRO routes.

Staff estimates the transportation fee per student would be \$65 per quarter based on current enrollment and the current Contract value. UCSC Transportation and Parking Services already collects a student transportation fee for use on parking, campus shuttle and METRO services. Dedicating a portion of the fee to METRO would likely require a student referendum. Staff recommends studying this option for future contract amendments.

#### VIII. ATTACHMENTS

Attachment A: Seventh 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 Urgo, Planning and Development Director

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

Alex Clifford, CEO/General Manager

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

This Seventh 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 July 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 Seventh 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 and may be referred to herein as the "Contract" or the "Agreement".

#### I. RECITALS

- 1.01 Whereas Santa Cruz METRO provides public transportation services throughout the County of Santa Cruz according to published schedules and routes;
- 1.02 Whereas, Santa Cruz METRO desires to continue to make stops on the University campus as part of METRO's pre-existing routes within, to and from the University and throughout the County of Santa Cruz;
- 1.03 Whereas, University desires that students, faculty and staff utilize the existing METRO services at an affordable rate in an effort to maximize accessibility for students, faculty, and staff;
- 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 additional year-long terms, effective July 1, 2018 (Third Amendment) and July 1, 2019 (Fourth Amendment); and
- Whereas, the parties extended the Contract for additional 6 month terms, effective July 1, 2020 (Fifth Amendment) and January 1, 2021 (Sixth Amendment); and
- 1.11 Whereas, the parties now desire to extend the Contract for an additional four (4) year term, effective July 1, 2021 (Seventh Amendment).

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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 University shall pay Santa Cruz METRO a payment of \$4,686,345 for the period of July 1, 2021 through June 30, 2022. Santa Cruz METRO shall bill the University on a monthly basis for \$390,529 during this period.
- 3.02 University shall pay Santa Cruz METRO a payment of \$4,780,072, which represents an annual increase in total compensation of 2%, for the period of July 1, 2022 through June 30, 2023. Santa Cruz METRO shall bill the University on a monthly basis for \$398,339 during this period.
- 3.03 University shall pay Santa Cruz METRO a payment of \$4,875,674, which represents an annual increase in total compensation of 2%, for the period of July 1, 2023 through June 30, 2024. Santa Cruz METRO shall bill the University on a monthly basis for \$406,306 during this period.
- 3.04 University shall pay Santa Cruz METRO a payment of \$4,973,187, which represents an annual increase in total compensation of 2%, for the period of July 1, 2024 through June 30, 2025. Santa Cruz METRO shall bill the University on a monthly basis for \$414,432 during this period.

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### 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 fixed-route 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.

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### 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 and those at the 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. "Main Campus" shall be defined as all transit stops, twenty-six (26) in total, set forth as "STOPS" in Exhibit A. Coastal Science Campus consists of one (1) stop located in front of the Seymour Marine Discovery Center.
  - A. <u>Dropped Service</u>: 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 sanctioned or unsanctioned labor actions (including picket lines) or informational gatherings or picket lines established, whether or not endorsed by bona fide labor organizations, where traffic is unimpeded, and where 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, deference will be given to the METRO bus driver's in-the-moment assessment of the situation, but whether traffic at that time and at that location was unimpeded and free flowing will be determinative.
- 5.02 The University shall be credited for qualifying dropped service as follows:
  - A. Dropped trips under 5.01(A)(i) shall result in a credit of the full purchased price per trip dropped based on section 5.02(B).

Dropped trips under 5.01(A)(ii) shall result in a credit of fifty per cent (50%) of the purchased price per trip dropped based on section 5.02(B).

The performance penalty shall not apply to trips dropped due to a request by the University, trips dropped in which the University and METRO are in agreement that there was likely a direct threat to METRO equipment, METRO bus operators, or METRO customer, or trips dropped due to a Force Majeure event, as defined below.

B. Purchased price per trip shall be calculated by dividing the total compensation due for the month when the trips occurred by the number of scheduled trips on Campus Routes over that same month period. For the avoidance of doubt, and as an example to show how to calculate the purchased price per trip cost: for November 2021 if there were 4000 scheduled trips on campus routes, divide \$390,529 by 4000, and the per trip cost is \$97.63

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- 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 18
  - D. Route 19
  - E. Route 20
  - F. Route 23
- 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.

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#### 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:
  - Automobile 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, attached as Addendum A.
- 7.06 From time-to-time, University may purchase fare-free Cruz On-Demand service for UCSC Bus Pass holders or Highway 17 passes, both at cost, on an as-needed basis. Santa Cruz METRO shall bill the University on a monthly basis for any Cruz On-Demand service or Highway 17 passes purchased by the University.

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### 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 courtesy copy, to the other party's representative as identified above.

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IX.	TERM	AND	TERN	1TN A	TION
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- 9.01 This Seventh Amendment shall commence on July 1, 2021, and shall continue through June 30, 2025 (the "Term"). The Contract may be renewed for succeeding terms by the parties executing extensions to the Contract, and can be terminated by either party under the termination provisions as detailed in section 9.03 herein.
- 9.02 The Parties agree to review and discuss the terms of this Seventh Amendment on a yearly basis, or at more frequent intervals during the Term, should circumstances necessitate for either party. Any mutually agreed upon changes to any sections of this Seventh Amendment made during the Term shall be enacted via addendums to this extension signed by both parties.
- 9.03 Either party may terminate this 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:

Alex Clifford
CEO/General Manager

Approved as to form:

REGENTS OF THE
UNIVERSITY OF CALIFORNIA

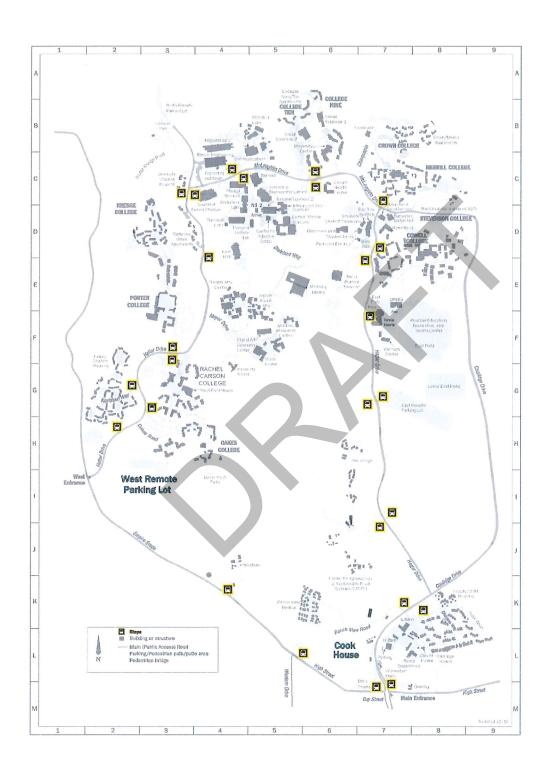
BY:

Biju Kamaleswaran
Assoc. Vice Chancellor and
Campus Controller

Julie A. Sherman District Counsel

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# EXHIBIT A



### DRAFT - 6.17.2021

# ADDENDUM A 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 <a href="http://www.ucop.edu/central-travel-management/resources/index.html">http://www.ucop.edu/central-travel-management/resources/index.html</a>. 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.

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#### 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.



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#### 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. <u>Permits and Licenses</u>. 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:
  - 1. It will comply with California and federal disability laws and regulations;
  - Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
  - 3. 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. <u>Debarment and Suspension</u>. 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. <u>UC Trademark Licensing Code of Conduct.</u> 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.

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## 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.
  - 1. 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.
  - 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
  - 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 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.
- 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. <u>UC Rights to Institutional Information</u>. 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.

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## 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, sub-suppliers, 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 UC-owned, 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.



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#### 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:
  - 1. P1 This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
  - 2. P2 This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
  - 3. 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.
  - 4. 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: <a href="https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html">https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html</a>

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- 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.
  - 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;
  - 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 <a href="www.ucop.edu/procurement-services/policies-forms/index.html">www.ucop.edu/procurement-services/policies-forms/index.html</a> 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:

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- 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:
  - 1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
  - 2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
  - 3. 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.
  - 4. 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.

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#### ARTICLE 14 - PREMISES WHERE SERVICES ARE PROVIDED

- A. <u>Cleaning Up.</u> 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.
- 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. <u>Tobacco-free Campus</u>. UC is a tobacco-free institution. Use of cigarettes, eigars, 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.

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

The terms in this Article have special application to the furnishing of Goods:

- A. <u>Price Decreases</u>. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. <u>Declared Valuation of Shipments</u>. 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. <u>Title</u>. 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. <u>Forced, Convict and Indentured Labor</u>. 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.

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## 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.
- 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 §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
    - E. 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. <u>No Offshoring</u>. 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. <u>Conflict in Terms</u>. 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. <u>Acknowledgement</u>. 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 <a href="http://www.ucop.edu/uc-whistleblower/">http://www.ucop.edu/uc-whistleblower/</a> for more information.

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# DRAFT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

#### 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. <u>Sustainability Marketing Standards</u>. 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. <u>Electronic Transfer of Supplier Information</u>. 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. <u>Packaging Requirements</u>. 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:
  - 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. <u>Foodservice Foam Ban.</u> 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. <u>E-Waste Recycling Requirements</u>. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. <u>Hosted and Punch-out Catalog Requirements</u>. 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.

# DRAFT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## 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):
  - 1. 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
  - 2. 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.

# DRAFT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## 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 (<a href="https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html">https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html</a>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<a href="https://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx">https://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx</a>) in compliance with UC's required verification standards and procedures (<a href="https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html">https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html</a>), 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 (<a href="https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html">https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html</a>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<a href="https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html">https://www.ucop.edu/procurement-services/for-suppliers.html</a>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<a href="https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html">https://www.ucop.edu/procurement-services/for-suppliers.html</a>). For the definition of professional services and consulting.

# DRAFT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

#### 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

# 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 APPENDIX-GDPR.

# DRAFT 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 (<a href="http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx">http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx</a>) 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:** June 25, 2021

**TO:** Board of Directors

**FROM:** John Urgo, Planning and Development Director

SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO/GM TO SUBMIT A

JOINT APPLICATION WITH THE CITY OF SANTA CRUZ FOR THE INFILL AND INFRASTRUCTURE GRANT (IIG) PROGRAM ON BEHALF

OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## I. RECOMMENDED ACTION

That the Board of Directors approve a resolution authorizing the CEO/GM to submit a joint application with the City of Santa Cruz for grant funds from the California Department of Housing and Community Development (HCD) through the Infill and Infrastructure Grant Program (IIG)

## II. SUMMARY

- On June 26, 2020, the Santa Cruz Metropolitan Transit District (METRO)
  Board of Directors (Board) approved a Memorandum of Understanding
  (MOU) between the City of Santa Cruz (City) and METRO, in which the City
  and METRO agreed to work together to apply for grant funding to redevelop
  the current Pacific Station Transit Center (Pacific Station) site and adjacent
  City-owned properties into a bus tarmac and mixed use development.
- Staff is seeking Board approval to authorize the CEO/GM to jointly apply with the City for grant funds from the California Department of Housing and Community Development (HCD) through the Infill and Infrastructure Grant Program (IIG).

## III. DISCUSSION/BACKGROUND

The Pacific Station is in dire need of substantial investment. METRO and the City have studied and discussed the future development/redevelopment of the Pacific Station for over ten years and METRO and the Federal Transit Administration (FTA) have invested over one million dollars in these studies/analyses over that period of time.

METRO, in partnership with the City, contracted for two separate consultant engagements in 2018 to determine if the current downtown-centric bus hub operations is the best approach going forward and to determine the minimum number of bus bays METRO will require, taking into consideration potential future growth in operations:

- 1) The *Downtown Transit Operations Analysis* reviewed the overall strategic approach to providing METRO bus service in downtown Santa Cruz and determined that an off-street, 22-24 bus bay facility is the most efficient way to accommodate METRO's bus service serving downtown.
- 2) Conceptual Layout Drawings were also completed, which determined that a 22-24 bus bay facility was indeed feasible on the proposed site consisting of METRO and City-owned property ((including the NIAC building and the Cityowned parking lot on Pacific Avenue).

Following the completion of the two studies, METRO staff contracted for a thorough review of the structural condition of the Pacific Station main building and then analyzed three possible scenarios to address the urgent need to replace or rehabilitate the transit facility:

- Scenario 1: Pacific Station Refurbishment/Rehabilitation Estimate \$5.6 million
- Scenario 2: Complete Rebuild of the Existing Station Estimate \$12.5 million
- Scenario 3: Total Redevelopment of Pacific Station Estimated at \$8 million

In order to advance Scenario 3, on April 26, 2019, the METRO Board approved the concept of exploring a development partnership with the City and the commitment to a "turnkey" bus tarmac, inclusive of ancillary functions and amenities, that would meet METRO's specifications in the amount of \$4 million. The \$4 million commitment will be achieved by METRO setting aside \$1 million per year for four successive years starting in FY20. Any shortfall in funding needed to construct a turnkey bus tarmac, inclusive of all METRO required ancillary functions and amenities, will require the identification of a non-METRO funding source(s) and grants.

On June 26, 2020, the Board approved a Memorandum of Understanding (MOU) between the City of Santa Cruz and METRO, expiring December 31, 2022, in which the City and METRO agreed to work together to apply for grant funding to redevelop the current Pacific Station site and adjacent City-owned properties. METRO and City staff have since met regularly to develop a site plan and development concept, including the configuration of the bus bays, the size of the tarmac, and the concept of a mixed-use project that includes METRO offices.

In November 2020, the City initiated a Request For Proposals (RFP) process to find a developer partner to execute this vision. The winner of that process was First Community Housing (FCH), a mission-oriented nonprofit that over the past 30 years has focused on building neighborhood-based, service-enriched communities throughout Silicon Valley and the Greater Bay Area, including in Santa Cruz. FCH's responsibility is to deliver the turnkey project planned by the City and METRO.

The project will combine the renovation of the Pacific Station bus terminal with the construction of a seven-story, 89-unit, net-zero affordable housing development. The development will include 4,470 square feet (sg) of new retail space, 8,760 sf of additional commercial office space along Pacific Avenue and space for METRO's customer service and operator space needs. The 22-bay bus facility will be oriented towards Front Street with the project incorporating several streetscape improvements to make the area more bike- and pedestrian-friendly and create better connections to transit, downtown and to the riverfront:

- A widened entry to Maple Alley will create a prominent new gateway plaza for the bus station and a distinct public identity for METRO.
- A bike hub, café and retail space frame the entry to the bus station.
- The length of Maple Alley will serve several purposes: as a promenade linking downtown to the regional trail network, an outdoor waiting room for transit riders and a public gathering space supporting ground-floor retail.

There will be also be 5,000 sf of landscaped areas around the development, including ground-level rain gardens, street trees, a living wall 'green screen' along Maple Alley and 'green columns' supporting a solar PV array above the bus station. The 1.5-megawatt solar array has the capacity to produce net-positive energy for all program areas of the building.

State HCD issued a Notice of Funding Availability (NOFA) on May 12, 2021 with an application deadline of July 12, 2021. The IIG Program's primary objective is to promote infill housing development and project areas to "set the table" for development to occur. Under the IIG Program, grants are available as gap funding for infrastructure necessary to enable residential or mixed-use development within Qualifying Infill Projects (QIPs) or Areas (QIAs). Eligible improvements include development or rehabilitation of Parks or Open Space, water, sewer or other utility service improvements, streets, roads, certain parking structures, transit linkages, transit shelters, traffic mitigation features, sidewalks and streetscape improvements.

Staff has been working with FCH and the City to scope out potential IIG project elements such as site preparation and grading, demolition, sidewalks, utility work, traffic improvements, Maple Alley, and bus depot landscape features, among others. In addition, the project team has reviewed the City's Adopted Capital Investment Program (FY 2021-2025) for any other potential projects that have a rational nexus with Pacific Station North (Project) and might be included in an anticipated IIG grant application, should additional funding be available.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This proposed action is consistent with the following Board Strategic Priorities:

- 1. Financial Stability, Stewardship & Accountability
- 2. Service Quality and Delivery
- 3. Internal and External Technology
- 4. State of Good Repair
- 5. Strategic Alliances and Community Outreach

## V. FINANCIAL CONSIDERATIONS/IMPACT

- On April 26, 2019, the METRO Board authorized a set-aside of \$1 million per year for four consecutive years from its \$3 million/year bus replacement capital program for the Pacific Station redevelopment project. The first \$1 million was set aside in the FY20 budget year.
- The MOU envisioned that METRO would expend a portion of these funds to accomplish certain tasks related to the bus tarmac as the City and METRO endeavor to achieve a shovel ready project for grant submission. To date, the City and METRO have shared all project costs related to the bus tarmac and preparation of grant applications, with a total cost to METRO of under \$20,000.
- The approval of the recommended actions could provide a significant amount of State HCD funding to help develop the Project through funding reimbursements. This will not have an impact on METRO's funding commitment above.

## VI. CHANGES FROM COMMITTEE

N/A.

## VII. ALTERNATIVES CONSIDERED

The Board could choose to give staff alternate direction, which could include:

- Abandoning the concept of a joint development and instead moving forward on one of the remaining two scenarios described above.
- Abandoning all rehabilitation/redevelopment concepts and continue instead to repair the facility ongoing as needed.

## **VIII. ATTACHMENTS**

**Attachment A:** Resolution authorizing the CEO/GM to submit a joint

application with the City of Santa Cruz for the Infill and

Infrastructure Grant Program (IIG).

Prepared by: John Urgo, Planning and Development Director

## IX. APPROVALS

John Urgo, Planning and Development Director

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager



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

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

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ
METROPOLITAN TRANSIT DISTRICT AUTHORIZING THE CEO TO SUBMIT AN
APPLICATION FOR THE INFILL INFRASTRUCTURE GRANT (IIG) PROGRAM ON
BEHALF OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**WHEREAS**, the California Department of Housing and Community Development ("Department") has issued a Notice of Funding Availability ("NOFA") dated May 12, 2021, under the IIG Program; and

WHEREAS, the Santa Cruz Metropolitan Transit District (METRO) and the City of Santa Cruz, as co-applicants (Applicant) desire to apply for and receive an allocation of funds through the IIG Program for the Pacific Station Qualifying Infill Area and

**WHEREAS**, METRO is an Eligible Applicant under the IIG Program and wishes to apply for an IIG Program Grant in an amount not to exceed \$30,000,000 ("IIG Grant") to develop infrastructure in support of affordable housing ("IIG Project") under the above described NOFA.

## NOW, THEREFORE, BE IT RESOLVED, that:

**Section 1**. The Board of Directors of the Santa Cruz Metropolitan Transit District is hereby authorized and directed to act in connection with the Department's IIG Grant pursuant to the above mentioned NOFA.

**Section 2**. That in connection with the METRO's IIG Grant, METRO is authorized and directed to enter into, execute and deliver a State of California Standard Agreement, and any and all other documents required or deemed necessary or appropriate to carry into effect the full intent and purpose of the above resolution, in order to evidence the IIG Grant, METRO's obligations related thereto, and the Department's security therefore; including, but not limited to, an affordable housing covenant, a performance deed of trust, a disbursement agreement and certain other

Resolution No. Page 2			
	equired by the Department as secund all amendments thereto (collective	rity for, evidence of or pertaining to the rely, the "IIG Grant Documents").	
<b>Section 3</b> . That the CEO or designee is hereby authorized to execute the IIG Grant Documents, and any amendment or modifications thereto, and to take any other actions required to give effect to this resolution, on behalf of METRO.			
PASSED AN	ID ADOPTED this 25th Day of June	2021 by the following vote:	
AYES:	Directors -		
NOES:	Directors -		
ABSTAIN:	Directors -		
ABSENT:	Directors -		
Approved: Donna Lind, Chair			
Attest: Alex Clifford, CEO/General Manager			
Approved as	to form: A. Sherman, General Counsel		

**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** Freddy Rocha, Facilities Maintenance Manager

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO GALEB PAVING,

INC. FOR MAINTENANCE FACILITY SITE IMPROVEMENTS - PHASE 1

## I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO/General Manager to execute a contract with Galeb Paving, Inc. for Maintenance Facility Site Improvements - Phase 1 - in an amount not to exceed \$315,339, and authorize additional project funds for required engineering services and a 20% contingency, for a project total not to exceed \$426,527

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for site improvements at the Maintenance Facility, specifically, remediation of a sink hole and demolition of two small housing structures.
- A competitive procurement was conducted to solicit bids from qualified firms.
   Four firms submitted bids for METRO's review.
- Staff has reviewed all submitted bids and is recommending that the Board of Directors (Board) award a contract to Galeb Paving, Inc., the lowest responsive and responsible bidder.
- Project funds for additional required engineering services and a 20% contingency are also being requested.

## III. DISCUSSION/BACKGROUND

On April 24, 2020, the Board awarded a contract to RI Engineering to provide Phase 1 engineering and design analysis at METRO's Maintenance Facility. The work completed by RI Engineering includes plans to demolish two small houses on METRO's lot, an assessment and recommendation to repair the sink hole next to the Rayne building, and a grading plan to redirect the flow of water away from the Rayne building.

Also on April 24, 2020, the Purchasing Manager notified the Board of the intent to issue an Invitation for Bids (IFB) for the construction portion of this Phase 1 work. On May 3, 2021, METRO legally advertised and distributed notice of IFB No. 21-02 to nine builders' exchanges and 433 firms, including 321 Disadvantaged

Business Enterprises (DBEs), posted notice on its e-procurement portal, and sent email notices to all GovDelivery subscribers. On June 2, 2021, bids were received and opened from four firms. A list of firms and a summary of the bids received are provided in Attachment A.

Staff has reviewed all submitted bids, and determined that Galeb Paving, Inc. is the lowest responsible bidder whose bid is responsive to all the requirements of the IFB. Staff recommends that the Board authorize the CEO to execute a contract on behalf of METRO with Galeb Paving, Inc. for Maintenance Facility Site Improvements - Phase 1 - in an amount not to exceed \$315,339.

METRO itself will be responsible for certain aspects of the project outside of the contractor's scope, such as additional engineering to cover staking and testing services. RI Engineering has estimated the cost for these services to be approximately \$40,100. Staff is also recommending the addition of a 20% contingency, or \$71,088, and requesting authority for the CEO to execute any necessary change orders up to this contingency amount. In a construction project such as this, it is not uncommon to come across items that could not have been anticipated or were inadvertently overlooked at the time of cost estimating. Galeb Paving, Inc. will provide all equipment and materials meeting all of METRO's specifications and requirements of the contract. Freddy Rocha, Facilities Maintenance Manager, will serve as the Contract Administrator and will ensure contract compliance.

## IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

The award of this contract would align with the following Strategic Priorities:

- Safety First Culture
- State of Good Repair

## V. FINANCIAL CONSIDERATIONS/IMPACT

The value of the contract with Galeb Paving, Inc. is \$315,339. The addition of \$40,100 for required engineering services a 20% contingency for any necessary change orders, or \$71,088, would bring the project total to \$426,527. Funds to support this project are available from the FY19 one-time carryover funds, Capital Project #19-0006, Maintenance Yard Security Hardening.

## VI. CHANGES FROM COMMITTEE

N/A

## VII. ALTERNATIVES CONSIDERED

 None. The sink hole has already caused distress to the structure of the Rayne building, and there is risk of continued damage unless the hole is remediated and water redirected away from the building. In addition, the two small houses on this lot need to be demolished before METRO can make needed improvements to the parking areas.

## VIII. ATTACHMENTS

Attachment A: Summary of Bids Received

Attachment B: Contract with Galeb Paving, Inc.

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

Prepared by: Joan Jeffries, Purchasing Agent

## IX. APPROVALS

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager

Galeb Paving Contract Award – MAINT Site Improvements



# Bid Results for IFB No. 21-02 Maintenance Facility Site Improvements - Phase 1 Opened June 2, 2021 at 2:00 PM

BIDDER	AMOUNT BID
Galeb Paving, Inc., Saratoga, CA	\$315,339
Cato's General Engineering Inc., Hayward, CA	\$421,080
Lewis and Tibbitts, Inc., San Jose, CA	\$687,748
101 Builders, Inc., Gilroy, CA	\$926,417

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# CONTRACT FOR MAINTENANCE FACILITY SITE IMPROVEMENTS - PHASE 1 No. 21-02

THIS CONTRACT is made effective on \_\_\_\_\_\_, 2021 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Santa Cruz METRO"), a political subdivision of the State of California, and GALEB PAVING, INC. ("Contractor").

## 1. <u>RECITALS</u>

## 1.1 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

1.2 Santa Cruz METRO's Need for Maintenance Facility Site Improvements - Phase 1

Santa Cruz METRO requires Maintenance Facility Site Improvements - Phase 1. In order to obtain said Maintenance Facility Site Improvements - Phase 1, Santa Cruz METRO issued an Invitation for Bids, dated May 3, 2021, setting forth specifications for Maintenance Facility Site Improvements - Phase 1. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

## 1.3 Contractor's Bid Form

Contractor is a licensed general contractor desired by Santa Cruz METRO and whose principal place of business is 12340 Saratoga – Sunnyvale Road, Saratoga, California 95070. Pursuant to the Invitation for Bids issued by Santa Cruz METRO, Contractor submitted a bid for provision of said Maintenance Facility Site Improvements - Phase 1, which is attached hereto and incorporated herein by reference as Exhibit B.

## 1.4 Selection of Contractor and Intent of Contract

On June 8, 2021, Santa Cruz METRO selected Contractor as the lowest responsive, responsible bidder to provide said Maintenance Facility Site Improvements - Phase 1, located at 138 Golf Club Drive, Santa Cruz, California 95060. The purpose of this Contract is to set forth the provisions of this procurement.

## 1.5 Contractor and Supplier Synonymous

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

Santa Cruz METRO and Contractor agree as follows:

### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

#### 2.1 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Part III, Section 11.13 of the General Conditions of the Contract.

1

## a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 21-02" dated May 3, 2021, including Addendum numbers 1 and 2.

## b) Exhibit B (Bid Form)

Contractor's submitted bid to Santa Cruz METRO for Maintenance Facility Site Improvements - Phase 1 as signed by Contractor.

## 2.2 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A and B. Where in conflict, the provisions of Exhibit A supersede Exhibit B.

#### 2.3 Recitals

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

## 3. <u>TIME OF PERFORMANCE</u>

#### 3.1 General

The work under this Contract shall be completed within six (6) months after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, subsection 11.13 of the General Conditions to the Contract or terminated pursuant to Part III, Section 2.

## 3.2 Term

The term of this Contract shall commence upon the execution of the Contract by Santa Cruz METRO. Issuance of a Notice to Proceed shall remain in force until Final Acceptance as provided by Part IV, Section 21 of this Contract.

## 3.3 Acceptance of Terms

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

## 4. SCOPE OF WORK

- 4.1 Contractor shall furnish Santa Cruz METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bids (IFB) No. 21-02 dated May 3, 2021 for Maintenance Facility Site Improvements Phase 1. The Contractor shall provide a complete project in conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.
- 4.2 Contractor and Santa Cruz METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of Santa Cruz METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right

to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the Contract Documents.

## 5. **COMPENSATION**

#### 5.1 Terms of Payment

Santa Cruz METRO agrees to pay Contractor an amount not to exceed \$\frac{\text{S315,339.00}}{\text{S15,339.00}}\$ as identified in the Bid Form, Exhibit B, for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this Contract. A schedule of values, on which all progress payments shall be based, shall be submitted to Santa Cruz METRO by Contractor within ten (10) days after this Contract is awarded. Payments for completed and approved work will be made within thirty (30) days of receipt of progress payment request. Contractor understands and agrees that if it exceeds the maximum amount payable under this Contract, it does so at its own risk. Final payment, including release of any retention, will be made upon Santa Cruz METRO's issuance of Final Acceptance.

#### 5.2 Release of Claims

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

## 5.3 Retention of progress payments

Santa Cruz METRO will retain five (5%) percent of the contract price from each progress payment made pursuant to the Contract through the completion of the Contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount, within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, Contractor may substitute a deposit of securities in lieu of Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed, Santa Cruz METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

## 5.4 Changes of Contract by Contractor

If the Contractor, on account of conditions developing during the performance of the contract, finds it impracticable to comply strictly with the specifications and applies in writing for a modification of requirements, such change may be authorized only in writing by the CEO/General Manager, if not detrimental to Santa Cruz METRO and if without additional cost to Santa Cruz METRO. Any additional material costs required pursuant to the scope of work shall be paid to the Contractor as agreed by the parties.

#### 5.5 Changes of Contract by Santa Cruz METRO

In case any work, materials or equipment shall be required, which are not mentioned, specified or indicated, or otherwise provided for herein, the Contractor shall, if ordered in writing by the Purchasing Manager, do and perform such work and furnish such materials or equipment, at a price agreed to by the parties.

## 5.6 Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify Santa Cruz METRO in writing of any:

- A. Material that Contractor believes may be a regulated material which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

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

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

#### 5.7 Waivers and Releases

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

## 6. NOTICES

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

Santa Cruz METRO

Santa Cruz Metropolitan Transit District 110 Vernon Street Santa Cruz, CA 95060

Attention: Alex Clifford, CEO/General Manager

#### CONTRACTOR

Galeb Paving Inc. 12340 Saratoga – Sunnyvale Road Saratoga, CA 95070

Attention: Tomo Galeb, Vice President

## 7. ENTIRE AGREEMENT

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

## 8. ACCEPTANCE OF ELECTRONIC SIGNATURES AND COUNTERPARTS

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

## 9. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on	
Santa Cruz METRO – SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	
Alex Clifford, CEO/General Manager	
Contractor – GALEB PAVING, INC. Tomo Galeb, Vice President	1.1
Approved as to Form:  Julie A. Sherman, General Counsel	

**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** Margo Ross, Chief Operations Officer

SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE:

- 1) A LEASE AMENDMENT EXTENDING THE LEASE WITH SOQUEL III ASSOCIATES FOR THE PARACRUZ FACILITY LOCATED AT 2880 RESEARCH PARK DRIVE IN SOQUEL, EXTENDING THE TERM OF THE LEASE: AND.
- 2) A CONTRACT WITH SOQUEL III ASSOCIATES NOT TO EXCEED \$487,200

## I. RECOMMENDED ACTION

That the Board of Directors Authorize the CEO to execute a three-year lease with two one-year options to renew with Soquel III Associates for the property located at 2880 Research Park Drive in Soquel extending the term of the lease for three years, with two one-year options.

## II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has an existing lease with Soquel III Associates, a California general partnership, for the lease of the property located at 2880 Research Park Drive in Soquel for METRO'S ParaCruz facility (Lease).
- The Lease term expires on August 31, 2021. The Lease requires both parties to execute an amendment to extend the Lease beyond August 31, 2021.
- The parties have negotiated an Amendment to extend the Lease for a three (3) year period, which will terminate on August 31, 2024, with two one-year options, should METRO desire to further extend the Lease.

## III. DISCUSSION/BACKGROUND

METRO's ParaCruz Operations and Facilities offices are located at 2880
Research Park Drive in Soquel. The property has been leased from Soquel
III Associates since September 1, 2004. The current Lease expires on August
31, 2021, necessitating an amendment to extend the Lease. Soquel III
Associates and METRO have agreed to a three-year extension terminating on
August 31, 2024, with two one-year year options.

- The current monthly rent for the facility is \$17,733.72. This amount includes
  the rent and common area costs of the facility. The Lease provides for
  3%increase every year on the successive anniversary date of the
  commencement date of the lease..
- IV. UNDER THE PROPOSED AMENDMENT, METRO HAS REDUCED THE LEASED SPACE WITH SOQUEL III ASSOCIATES BECAUSE STAFF NO LONGER SERVICES PARACRUZ VEHICLES AT THE FACILITY. THEREFORE, THE MONTHLY LEASE AMOUNT WILL BE REDUCED BY APPROXIMATELY 40%. THIS AMOUNT INCLUDES THE RENT AND COMMON AREA COSTS OF THE FACILITY. THE AMENDMENT PROVIDES FOR A 3% ANNUAL INCREASES AS PER EXISTING LEASE AGREEMENT.

## V. STRATEGIC PLAN PRIORITIES ALIGNMENT

The authorization of the Amendment will provide ParaCruz with a safe and reliable facility to operate Paratransit Services, which aligns with the Safety First Culture and State of Good Repair related to strategic priorities.

## VI. FINANCIAL CONSIDERATIONS/IMPACT

- Base rent (approximately 4,000 sq. ft.) subject to additional charges shall be:
  - o Sep 1, 2021 \$1.53
  - o Sep 1, 2022 \$1.58
  - o Sep 1, 2023 \$1.62
  - o Sep 1, 2024 \$1.67
  - o Sep 1, 2025 \$1.72

The rents above will be paid from the Department 3100, ParaTransit Operating Budget Leases & Rentals Facility Lease account (512011).

## VII. ALTERNATIVES CONSIDERED

 Relocation of ParaCruz to an alternative lease site - Staff attempted to identify an alternative commercial property that has a parking lot, office space, and employee accommodations needed for ParaCruz. But, the search was not successful. Board of Directors June 25, 2021 Page 3 of 4

- <u>Purchase of a site</u> METRO has identified a site at the Soquel Park and Ride location and is in the stage of obtaining permits for the facility and securing funding for the project.
- <u>Combing ParaCruz with an existing METRO facility</u> METRO currently does not have sufficient space available at any of the other facilities for ParaCruz to relocate to.

#### VIII. ATTACHMENTS

**Attachment A:** Lease Agreement

Prepared by: Margo Ross, Chief Operations Officer

#### IX. APPROVALS

Margo Ross, Chief Operations Officer

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager

ParaCruz Lease Agreement

#### Attachment A

#### **Lease Amendment Number 4**

This Lease Amendment Number 5 is made this 31st day of August, 2021 between Soquel III Associates, a California general partnership (hereinafter referred to as "Landlord"), and Santa Cruz Metropolitan Transit District, a local public agency (hereinafter referred to as "Tenant"), who agree as follows:

#### **RECITALS:**

- A. Landlord and Tenant entered into that certain Lease Agreement, dated for reference August 13, 2004 for the premises known as 2880 Research Park Drive, Suite 160, Soquel, California 95073 (hereinafter referred to as the "Lease").
- B. Landlord and Tenant entered into Lease Amendment Number 1 on March 27, 2009 and Lease Amendment Number 2 on September 1, 2014, Lease Amendment Number 3 on August 26, 2016, Lease Amendment Number 4 on August 31, 2018 for the premises known as 2880 Research Park Drive, Suite 160, Soquel, California 95073, which is set to terminate on August 31, 2021.
- C. Tenant desires to extend the term of the Lease and the parties agree to make certain revisions to the Lease as described herein.

#### NOW THEREFORE, the partied hereto agree as follows:

- 1. The premised to be leased by Tenant is reduced from 9,318 sf to approximately 5,000 sf., as shown on the attached drawing.
- 2. Juno will construct an interior wall to continue the corridor behind Tenant's office space and which will then be incorporated into Tenant's leased premises.
- 3. Juno Pacific/ Cretex Medical Company will segregate the utility costs attributable to each Tenant's leased premises. Prior to the said segregation of utility costs, Tenant will be responsible for paying the un-segregated utility costs up to \$800 per month, which period will last no longer than 12 months.
- 4. The term of the Lease shall be extended by a three (3) year period to terminate on August 31, 2024. The Tenant has the right to exercise additional two one-year option terms to further extend the Lease.
- 5. Commencing September 1, 2021, Tenant's base rent will be approximately \$7,650.00 per month (\$1.53 sf). The final amount will be based on the final sf of the reduced premises multiplied by the per sf rate set forth in the preceding sentence.
- 6. Commencing September 1, 2022, Tenant's base rent shall be \$7,900.00 per month (\$1.58 sf). The final amount will be based on the final sf of the reduced premises multiplied by the per sf rate set forth in the preceding sentence.
- 7. Commencing September 1, 2023, Tenant's base rent shall be \$8.100.00 per month (\$1.62 sf). The final amount will be based on the final sf of the reduced premises multiplied by the per sf rate set forth in the preceding sentence.

#### Attachment A

8.	In the event that Tenant exercises its option(s) to extend the Lease, the following charges will apply:
	Commencing September 1, 2024 – \$1.67 sf
	Commencing September 1, 2025 – \$1.72 sf
Q	Tenant shall have the right to terminate Lease with ninety (90) days' notice to La

- Tenant shall have the right to terminate Lease with ninety (90) days' notice to Landlord.
- 10. All other terms, conditions, covenants or provisions of the Lease shall remain unchanged.

LANDLORD:	TENANT:
Soquel III Associates,	Santa Cruz Metropolitan Transit,
a California general partnership	a local public agency
a Camorma general partnersing	a focal public agency
BY:	BY:
Donald Imwalle, Manager	Alex Clifford, CEO/General Manager
Date:	Date:

Approved as to form:

Julie Sherman, District Counsel

**DATE:** June 25, 2021

**TO:** Board of Directors

FROM: Dawn Crummié, Human Resources Director

SUBJECT: FY22 RENEWAL OF EXCESS WORKERS' COMPENSATION

INSURANCE THROUGH PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM), FORMERLY KNOWN AS CALIFORNIA

STATE ASSOCIATION OF COUNTIES EXCESS INSURANCE

**AUTHORITY (CSAC EIA)** 

#### I. RECOMMENDED ACTION

That the Board of Directors authorize the renewal of excess workers' compensation insurance administered by Public Risk Innovation, Solutions, and Management, formerly California State Association of Counties Excess Insurance Authority

#### II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) carries excess
  workers' compensation insurance through Public Risk Innovation, Solutions,
  and Management (PRISM), formerly known as California State Association of
  Counties Excess Insurance Authority (CSAC EIA). Alliant Insurance Services,
  Inc. (Alliant) is the broker that METRO is required to use when contracting
  services through PRISM.
- The final <u>estimated</u> premium for excess workers' compensation insurance for FY22 is \$168,000 to \$174,000. PRISM's final proposed premium is not expected to be available until the end of June.
- Staff recommends that the Board of Directors (Board) authorize payment to PRISM in the amount of the final premium proposed by PRISM for participation in the FY22 excess workers compensation insurance.
- Staff also wishes to inform the Board regarding a change in the process for approval of this annual insurance premium going forward.

#### III. DISCUSSION/BACKGROUND

In early 2003, METRO was notified by its then-carrier of excess workers' compensation insurance that they would no longer be providing this insurance in the state of California upon expiration of the policy then in place. As a result, in August of 2003, METRO conducted a formal competitive procurement for excess

workers' compensation insurance. Alliant, an insurance broker, was the sole responder to METRO's Request for Proposals (RFP) No. 03-02.

Alliant's best option offered to METRO was through the California State Association of Counties (CSAC), a Joint Powers Authority (JPA) formed in 1979 by an assortment of California counties and public agencies for the sole purpose of finding cost-effective insurance solutions and risk management services for its members. On September 26, 2003, the Board awarded a contract to Alliant for broker services for excess workers' compensation insurance through CSAC.

On October 24, 2003, METRO joined the JPA and established a contract with Alliant for individual worker's compensation claims exceeding \$350,000 through CSAC. This contract was renewed annually for several years, with the last extension expiring on June 30, 2011. On April 18, 2011, METRO issued another formal procurement for excess workers' compensation insurance services, RFP No. 11-21. Once again, Alliant was the only responder, and the Board awarded a new contract to that vendor on June 10, 2011. Each year since then, the Board has directed staff to extend this contract with Alliant as broker for these insurance services.

CSAC recently changed its name, and now goes by PRISM. Alliant is the only broker that members of the JPA can use when obtaining insurance through PRISM. (The JPA has a contract with Alliant for broker services, which is periodically evaluated and renewed.) When METRO initially established a contract with Alliant, back in 2003, Alliant charged an annual broker administration fee of \$10,000. This annual fee stayed fairly consistent through to FY14, then dropped to \$7,500 in FY15, and dropped again to \$5,000 from FY16 through FY20.

In FY21, Alliant waived its broker administration fee, and subsequently notified METRO that they would no longer be charging this fee going forward. As all of METRO's excess workers' compensation premium is paid directly to PRISM, Alliant has indicated that a contract with them for broker services is no longer necessary.

For this reason, going forward, staff will no longer bring amendments to the Board to extend the Alliant agreement. Rather, staff will annually bring to the Board a report and request to authorize the annual renewal of the excess workers' compensation insurance program with PRISM (with Alliant as the broker). This is the same process that is currently in place for METRO's liability and vehicle physical damage insurance programs through the California Transit Indemnity Pool (CalTIP), as well as for METRO's property insurance coverage and employment practices liability coverage.

PRISM's final <u>estimated</u> premium for FY22 is **\$168,000 to \$174,000**. This premium estimate is based on METRO's estimated 2021/22 payroll and METRO's workers' compensation claim experience in past years. The final

premium proposal has not yet been received, but based on the final estimate and past experience, it is expected to be no greater than \$168,000.

PRISM's final premium proposals for the 2017/18, 2018/19, 2019/20 and 2020/21 fiscal years were \$161,597, \$156,418, \$157,520, and \$144,759, respectively. In the past Alliant has charged a separate broker fee, but as stated above, they are no longer charging a fee for this service. The large premium increase this year is due to corresponding increases in reinsurance premiums. See Attachment B for a history of annual premiums.

Staff recommends that the Board authorize payment to PRISM for the final FY22 proposed premium amount, which is expected to be no greater than \$168,000, as well as \$5,362 for the FY21 payroll audit adjustment. PRISM's final proposed premium is not expected to be available until the end of June.

#### IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

This report aligns with the following Strategic Priorities:

- Safety First Culture
- Financial Stability, Stewardship & Accountability

#### V. FINANCIAL CONSIDERATIONS/IMPACT

The final premium estimate has increased from last year's final premium estimate by 16-20%.

Funds to support this contract are paid out of operating expenses from the G/L Account 502081, Workers' Compensation. Costs are billed to departments based on number of employees in the department.

#### VI. CHANGES FROM COMMITTEE

N/A

#### VII. ALTERNATIVES CONSIDERED

The Board could direct staff to keep the contract with Alliant as broker for excess workers' compensation insurance in place, and continue to process amendments each year to extend the term, but as Alliant is no longer charging a fee for their services and has indicated a contract is no longer necessary, staff does not recommend this option.

#### **VIII. ATTACHMENTS**

Attachment A: 2021/22 Final Premium Estimate from PRISM

**Attachment B:** History of Annual Premiums

Prepared by: Joan Jeffries, Purchasing Agent

#### IX. APPROVALS

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager

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#### Attachment A

Public Risk Innovation, Solutions, and Management (PRISM)
2021/22 Early Budget Estimates, March 2021

#### Santa Cruz Metro Transit District

This third round of early estimates have been prepared to further aid you in budgeting for the 2021/22 fiscal year. At this time, updated estimates are being provided for all major programs. Since the January version: (1) The budget estimates have been updated with actuarial rates for the pooled layers; (2) The reinsurance rates were updated where we have proposals; and (3) We have incorporated more accurate administrative budget numbers. While the estimates are more refined from the previous version, they contain a range if there are still outstanding items specific to the program. The estimates are intended to be conservative; however, there may be a chance that final numbers will come in higher than the assumptions currently in place. For this reason we recommend continuing to budget toward the high end of the estimate range if one is provided.

If you are aware that you have had any substantial changes over the past 12 months, please contact Rebekah Winger and a better estimate can be developed for you.

	Excess W	orkers' Compe	ensation Program	
<u>Premium</u>				
19/20 Premium:	\$157,520		2019/20 Estimated Payroll:	\$22,178,319
20/21 Premium:	\$144,759		2020/21 Estimated Payroll:	\$23,009,445
21/22 Estimated Premium:	\$168,000	to \$174,000	2021/22 Estimated Payroll:	\$24,754,995
Payroll Audit:	\$5,362			
Estimated Collectible:	\$173,362	to \$179,362		

The EWC premium projections have been updated to reflect your entity's estimated 2021/22 payroll, as provided on your renewal application and your entity's losses based on the 6/30/20 evaluation date. Since the January estimate, we have updated the projected program administrative costs and received and updated the pool and reinsurance rates.

Pool rates have changed from last year as follows:

- County rates are up 10%
- High Safety Rates are down 6%
- · Low Safety Rates are down 2%
- School rates are down 6%

Reinsurance premiums continue to be estimated at 5%-15% for most layers, but up to 40% for some Core Tower layers.

The estimates have become more accurate; however, we are still pending the finalization of most reinsurance agreements, so a range has been provided. We recommending budgeting at the high end of the range.

If you have directed us to apply the 2019/20 payroll audit to your 2021/22 premium, it has been included in the the total collection shown. If you have decided to handle the payroll audit outside of your renewal premium, the estimated premium shown is the estimated total collection.

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#### Attachment B



# History of METRO's Annual Costs for Excess Workers' Compensation Insurance through PRISM (formerly CSAC)

Term	Final Premium Proposal	Alliant's Broker Fee
2017/18	\$161,597	\$5,000
2018/19	\$156,418	\$5,000
2019/20	\$157,520	\$5,000
2020/21	\$144,759	-0-
2021/22	TBD	-0-

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**DATE:** June 25, 2021

**TO:** Board of Directors

FROM: Chuck Farmer, CFO

SUBJECT: CONSIDERATION OF DECLARING VEHICLES AND/OR EQUIPMENT

AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION

#### I. RECOMMENDED ACTION

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

#### II. SUMMARY

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

#### III. DISCUSSION/BACKGROUND

The following vehicles/equipment identified in the Excess Vehicle & Equipment Listing (Exhibit A) have become obsolete and surpassed their useful life expectancy:

- One (1) VOIP Phone System PowerEdge Server, no. 5546
- One (1) VOIP Phone System Telrex License, no. 5620
- Three (3) Trapeze Pass Mon Support Service Contracts, nos. 6467, 6468, and 6469
- One (1) Lot of Cummins CNG Engine Spare Parts Inventory
- 21 Highway 17 Wi-Fi HCMI Base Kits with Maintenance Contract, nos. Various
- Three (3) 2011 Ford E350 Versalift Shuttles, nos. P1106, P1109, and P1120

The vehicles recommended for disposal are fully depreciated, so there is no financial obligation to a granting agency with regard to the recommended disposal. METRO no longer has a need for these assets; therefore, it is recommended for disposal at this time.

The disposition of these assets has been coordinated with management and staff in processing them for disposal, recycling or auction, if appropriate.

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

#### IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

#### V. FINANCIAL CONSIDERATIONS/IMPACT

The estimated gross market value of the vehicles included in the disposal list is approximately \$1,500 each. All vehicles/equipment items have reached the end of their useful life and are obsolete. There is no financial impact as a result of these disposals.

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

#### VI. CHANGES FROM COMMITTEE

N/A

#### VII. ALTERNATIVES CONSIDERED

 Keep the vehicles and equipment in capital asset inventory. Staff does not recommend this alternative because the items have exceeded their useful life and/or are cost-prohibitive to repair and are no long in use.

#### VIII. ATTACHMENTS

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

**Property** 

**Exhibit A:** Excess Vehicle & Equipment Listing—as of June 25, 2021

#### IX. APPROVALS:

Approved as to fiscal impact: Chuck Farmer, CFO

Alex Clifford, CEO/General Manager

SR Asset Disposals

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#### Attachment A



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

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

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

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

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

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

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

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

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

- The following assets are declared excess property on the <u>Excess Vehicle & Equipment Listing as of 06/25/2021</u>, "Exhibit A" and may be disposed of or auctioned as such:
  - a. "One (1) VOIP Phone System PowerEdge Server, no. 5546";

	Attachment A
Resolution No Page 2 of 3	
	b. "One (1) VOIP Phone System Telrex License, no. 5620";
	c. "Three (3) Trapeze Pass Mon Support Service Contracts, nos. 6467, 6468, and 6469";
	d. "One (1) Lot of Cummins CNG Engine Spare Parts – Inventory";
	e. "21 Highway 17 Wi-Fi HCMI Base Kits with Maintenance Contract, nos. Various";
	f. "Three (3) 2011 Ford E350 Versalift Shuttles, nos. P1106, P1109, and P1120"
	D ADOPTED by the Board of Directors of the Santa Cruz Metropolitan ton June 25, 2021, by the following vote:
AYES:	DIRECTORS -
NOES:	DIRECTORS -
ABSENT:	DIRECTORS -
ABSTAIN:	DIRECTORS -
	Donna Lind, Board Chair
ATTEST:	
ALEX CLIFFO CEO/General	
APPROVED .	AS TO FORM:

JULIE SHERMAN General Counsel

#### Attachment A

Resolution No.	
Page 3 of 3	

EXHIBIT A, SANTA	CRUZ METROPOL	LITAN TRANSIT	DISTRICT
RESOLUTION NO.			

SANTA CRUZ METROPOLITAN TRANSIT DISTIRCT EXCESS VEHICLE & EQUIPMENT LISTING AS OF 06/25/2021

(Attached)

		SAN	<b>FA CRUZ METF</b>	SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	<b>NSIT DISTRI</b>	CT				
		EXCESS	/EHICLE & EQ	EXCESS VEHICLE & EQUIPMENT LISTING AS OF 06/25/2021	G AS OF 06/	25/2021				
Vehicle or				Accumulated	Net Book	Est. Market				
Asset Tag #	f Description	Acquisition Date	Cost	Depreciation	Value	Value	Reason for Disposal	Condition	VIN / SERIAL NO	License #
5546.00F	VOIP-PHONE SYS-POWEREDGE SERVER	10/1/2009	\$ 13,833	\$ 13,833	- \$	- \$	DECOMMISSION	POOR	CBDVLJ1	N/A
5620.03F	VOIP-PHONE SYS-TELREX LICENSE	10/1/2009	\$ 5,920	\$ 5,920	•	· \$	DECOMMISSION	POOR	N/A	N/A
6467	TRAPEZE PASS MON MAINT 7/1/14 TO 6/30/15	7/1/2014	\$ 13,096	\$ 13,096	- \$	•	EXPIRED	POOR	N/A	N/A
6468	TRAPEZE PASS MON MAINT 7/1/15 TO 6/30/16	7/1/2015	\$ 13,750		- \$	- \$	EXPIRED	POOR	N/A	N/A
6469	TRAPEZE PASS MON MAINT 7/1/16 TO 6/30/17	7/1/2016	\$ 14,438	\$ 14,438	\$	\$	EXPIRED	POOR	N/A	N/A
LOT	<b>CUMMINS 8.31 CNG ENGINE PARTS (INVENTORY)</b>	VARIOUS	\$ 15,002	N/A	N/A	- \$	OBSOLETE	GOOD	N/A	N/A
006150.00F	006150.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924		- \$	- \$	OBSOLETE	FAIR	HC10001	N/A
006150.01F	006150.01F HIGHWAY 17 WIFI - PPD MAINT 6/14/13 TO 6/14/14	07/01/2013	\$ 27,600	\$ 27,600	- \$	- \$	EXPIRED	FAIR	N/A	N/A
006151.00F	006151.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924		- \$	- \$	OBSOLETE	FAIR	HC10012	N/A
006152.00F	006152.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	\$	- \$	- \$	OBSOLETE	FAIR	HC10016	N/A
006153.00F	006153.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	s	· \$	\$	OBSOLETE	FAIR	HC10006	N/A
006154.00F	006154.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924		- \$	\$	OBSOLETE	FAIR	HC10013	N/A
006155.00F	006155.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	\$ 5,924	\$	\$	OBSOLETE	FAIR	HC10015	ΝA
006157.00F	006157.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924		•	\$	OBSOLETE	FAIR	HC10002	N/A
006158.00F	006158.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924		- \$	- \$	OBSOLETE	FAIR	HC10009	N/A
006159.00F	006159.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	\$	- \$	- \$	OBSOLETE	FAIR	HC10004	N/A
006160.00F	006160.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	\$	- \$	- \$	OBSOLETE	FAIR	HC10019	N/A
006161.00F	006161.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	_	- \$	- \$	OBSOLETE	FAIR	HC10014	N/A
006162.00F	006162.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924		- \$	- \$	OBSOLETE	FAIR	HC10010	N/A
006164.00F	006164.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924		- \$	- \$	OBSOLETE	FAIR	HC10020	N/A
006165.00F	006165.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	<del>s</del>	\$	\$	OBSOLETE	FAIR	HC10011	ΝΑ
006166.00F	006166.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	\$ 5,924	- \$	•	OBSOLETE	FAIR	HC10003	N/A
006167.00F	006167.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924		\$	&	OBSOLETE	FAIR	HC10017	N/A
006168.00F	006168.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924		- \$	- \$	OBSOLETE	FAIR	HC10021	N/A
006169.00F	006169.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	\$ 5,924	- \$	- \$	OBSOLETE	FAIR	HC10008	N/A
006170.00F	006170.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	\$ 5,924	- \$	*	OBSOLETE	FAIR	HC10018	N/A
006171.00F	006171.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	\$ 5,924	- \$	•	OBSOLETE	FAIR	HC10022	N/A
006172.00F	006172.00F HIGHWAY 17 WIFI-HCMI-BASE KIT 3 BAY	07/01/2013	\$ 5,924	\$ 5,924	\$	&	OBSOLETE	FAIR	HC10023	N/A
P1109	2011 FORD E350-VERSA SHUTTLE	03/01/2011	\$ 58,119	\$ 58,119	- \$	\$ 1,500	<b>END OF USEFUL LIFE</b>	POOR	1FTDS3EL8BDA00453 E-1367596	E-1367596
P1120	2011 FORD E350-VERSA SHUTTLE	03/01/2011	\$ 58,118	\$ 58,118	\$	\$ 1,500	END OF USEFUL LIFE	POOR	1FTDS3EL7BDA00444 E-136759	E-1367591
P1106	2011 FORD E350-VERSA SHUTTLE	03/01/2011	\$ 58,119	\$ 58,119	\$	\$ 1,500	END OF USEFUL LIFE	POOR	1FTDS3EL2BDA00450 E-1364093	E-1364093







THE BOARD OF DIRECTORS PROUDLY PRESENTS THIS

# CERTIFICATE OF APPRECIATION

0 |-

# JOSE NANEZ BUS OPERATOR

FOR THE COMPLETION OF 20 YEARS OF SERVICE **BETWEEN 2001 AND 2021** 

GIVEN THIS 25TH DAY OF JUNE 2021

CHAIR, BOARD OF DIRECTORS

CEO/GENERAL MANAGER

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

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

# RESOLUTION OF APPRECIATION FOR THE SERVICES OF BRIAN LAM AS FACILITIES MAINTENANCE WORKER II FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

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

**WHEREAS**, METRO, requiring an employee with expertise and dedication, appointed Brian Lam to serve in the position of Facilities Maintenance Worker II, and

**WHEREAS**, Brian Lam served as a member of the Facilities Maintenance Department of METRO for the time period of September 8, 2008 to June 13, 2021, and

**WHEREAS**, Brian Lam provided METRO with dedicated service and commitment during the time of employment, and

WHEREAS, Brian Lam served METRO with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Brian Lam resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Mr. Lam'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

<b>WHEREAS</b> , the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Brian Lam.				
<b>NOW, THEREFORE, BE IT RESOLVED</b> , that upon his retirement as Facilities Maintenance Worker II, the Board of Directors of METRO does hereby commend his efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.				
<b>BE IT FURTHER RESOLVED</b> , that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.				
PASSED AN	D ADOPTED this 25th Day of June	e, 2021 by the following vote:		
AYES:	Directors -			
NOES:	Directors -			
ABSTAIN:	Directors -			
ABSENT:	Directors -			
Approved: Donna	a Lind, Chair			
Attest:				
Alex C	lifford, CEO/General Manager			
Approved as Julie S	to form: Sherman, General Counsel			

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



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

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

# RESOLUTION OF APPRECIATION FOR THE SERVICES OF WILLIAM MCINTYRE AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

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

**WHEREAS**, METRO, requiring an employee with expertise and dedication, appointed William McIntyre to serve in the position of Bus Operator, and

**WHEREAS**, served as a member of the Operations Department of METRO for the time period of November 3, 2005 to June 30, 2021, and

**WHEREAS**, William McIntyre provided METRO with dedicated service and commitment during the time of employment, and

WHEREAS, William McIntyre served METRO with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by William McIntyre resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Mr. McIntyre'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 William McIntyre,

NOW, THEREFORE, BE IT RESOLVED, that upon his retirement as Bus Operator, the Board of Directors of METRO does hereby commend his efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.				
<b>BE IT FURTHER RESOLVED</b> , that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.				
PASSED AND ADOPTED this 25th Day of June, 2021 by the following vote:				
AYES:	Directors -			
NOES:	Directors -			
ABSTAIN:	Directors -			
ABSENT:	Directors -			
Approved:	a Lind, Chair			
Attest:	Clifford, CEO/General Manager			
Approved as				

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



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

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

# RESOLUTION OF APPRECIATION FOR THE SERVICES OF GREG WILLIS AS PURCHASING MANAGER 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 Greg Willis to serve in the position of Purchasing Manager, and

**WHEREAS**, Greg Willis served as a member of the Purchasing Department of METRO for the time period of September 10, 2007 to June 30, 2021 and

**WHEREAS**, Greg Willis provided METRO with dedicated service and commitment during the time of employment, and

WHEREAS, Greg Willis served METRO with distinction, and

**WHEREAS**, the service provided to the residents of Santa Cruz County by Greg Willis resulted in reliable, quality public transportation being available in the most difficult of times, and

**WHEREAS**, during the time of Mr. Willis' 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

WHER	<b>REAS</b> the quality of life in Santa Cr	ruz County was improved dramatically		
	the exemplary service provided by	•		
<b>NOW, THEREFORE, BE IT RESOLVED</b> , that upon his retirement as Purchasing Manager, the Board of Directors of METRO does hereby commend his efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, the METRO staff and all of the residents of Santa Cruz County.				
<b>BE IT FURTHER RESOLVED</b> , that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.				
PASSED AN	<b>D ADOPTED</b> this 25 <sup>th</sup> Day of June	, 2021 by the following vote:		
AYES:	Directors -			
NOES:	Directors -			
ABSTAIN:	Directors -			
ABSENT:	Directors -			
Approved: Donna	a Lind, Chair			
Attest:				
Alex C	Clifford, CEO/General Manager			
Approved as Julie S	to form: Sherman, General Counsel			

Resolution No. \_\_\_\_\_ Page 2

# **VERBAL PRESENTATION**

# ORAL MAC SEMI-ANNUAL REPORT

James Von Hendy, MAC Chair

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# **VERBAL PRESENTATION**

# CEO ORAL REPORT / COVID-19 UPDATE

**Alex Clifford** 

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**DATE:** June 25, 2021

**TO:** Board of Directors

**FROM:** Chuck Farmer, Chief Financial Officer

SUBJECT: ADOPTION OF THE FINAL FY22 AND FY23 BUDGET

### I. RECOMMENDED ACTION

That the Board of Directors approve the adoption of the FY22 and FY23 Operating Budget, and FY22 Capital Budget

### II. SUMMARY OF ISSUES

- The FY22 and FY23 Operating Budget, and FY22 Capital Budget are presented this month for Board of Directors' (Board) and public review. A public hearing has been scheduled for 9:00 am, or as soon thereafter as possible, during the June 25, 2021 board meeting that will be held via Zoom.
- The 5 Year Budget Plan for Santa Cruz Metropolitan Transit District (METRO) is presented in Attachment B. It depicts the proposed two-year FY22 and FY23 Operating Budget and Budget Forecasts for FY24 to FY26.
- The proposed two-year FY22 and FY23 Operating Expenses Attachment C total \$54,750,877 in FY22 and \$55,294,432 in FY23. In addition, METRO will be transferring \$2.2M in FY22 and \$2.3M in FY23 to the Capital Budget, \$2M in FY22 and FY23 to the UAL & OPEB liability, and \$6.3 M in FY22 and \$7.6M in FY23 from the COVID-19 Recovery Fund for a total budget of \$56,614,701 in FY22 and \$58,531,638 in FY23. This is a Final Budget, which reflects the latest data regarding revenues and expenses.
- On June 26, 2020, the Board adopted the Final FY21 and FY22 Operating Budget.
   METRO produces a two-year rolling budget. This budget revises the June 2020 FY22 Budget and presents a new FY23 Operating Budget.
- A Budget Workshop with the Unions was held on May 5, 2021 to answer questions about the two-year draft FY22 and FY23 Operating Budget and the FY22 Capital Budget and to obtain input from our union partners.
- At its June 11<sup>th</sup> meeting the Finance, Budget, and Audit Standing Committee received this staff recommendation and endorsed forwarding it to the June 25<sup>th</sup> Board of Directors meeting for action.
- The Authorized and Funded Personnel lists are presented in Attachment D.
- The FY22 Capital Budget/Anticipated Spending & Portfolio Attachment E total \$13,665,297, and \$27,189,096, respectively.

- Board Member Travel, Employee Incentive Programs, Board-Authorized METRO Support Activities, and Memberships (Dues & Subscriptions) budgeted in FY22 and FY23 are presented in Attachments F – I.
- The preliminary Schedule of Reserve Balances is presented in Attachment J.
- The Measure D: 5-Year Program of Projects (FY21/22 FY25/26), presented in Attachment K, includes funding for preserving and maintaining existing infrastructure and maintaining fixed-route and Paratransit (ParaCruz) services for seniors and people with disabilities. The Santa Cruz County Regional Transportation Commission (RTC) requires this Five-Year Plan to be updated and adopted annually following a public hearing, which in the case of METRO is the public hearing held annually at the June Board meeting for the agency's fiscal year budget.
- The Unfunded Capital Projects list, as of 04-30-2021, presented in Attachment L, totals approximately \$196M over the next ten years to get METRO to a State of Good Repair.
- The revised salary schedules (Pay Tables) for employees covered by the District's Management Compensation Policy reflecting the proposed 3% wage increase for FY22 and FY23 are presented in Attachment M and included in the FY22 & FY23 Budget Packet for Board review and adoption in June 2021.
- Staff recommends that the Board receive input on the FY22 and FY23 Operating Budgets and FY22 Capital Budget and provide additional direction to staff as necessary regarding the contents of the Operating and Capital Budgets, for final adoption on June 25, 2021.

### III. DISCUSSION/BACKGROUND

The Board of Directors must adopt the Final FY22 and FY23 Operating Budget and FY22 Capital Budget by June 30, 2021. The FY22 and FY23 Operating Budget and the FY22 Capital Budget are presented this month for Board and public review. A public hearing has been scheduled for 9:00 am, or as soon thereafter as possible, on June 25, 2021 via Zoom.

On June 26, 2020, the Board adopted the Final FY21 and FY22 Operating Budget. METRO produces a two-year rolling budget. This budget revises the June 2020 FY22 Budget and presents a new FY23 Operating Budget.

A Budget Workshop with the Unions was held on May 5, 2021 to answer questions about the two-year draft FY22 and FY23 Operating Budget and the FY22 Capital Budget and to obtain input from our union partners.

On June 11<sup>th</sup> the Finance, Budget, and Audit Standing Committee received this staff recommendation and endorsed forwarding it to the June 25<sup>th</sup> Board meeting for action.

### A. Operating Revenues

Operating Revenues total of \$56,614,701 in FY22 and \$58,531,638 in FY23 (inclusive of Transfers). Major Operating Revenue assumptions in the final FY22 budget over the FY21 final budget, adopted in June 2020, include:

- Passenger Fares decrease of 39.5% or \$935K. The anticipated decrease correlates to COVID-19 Rider survey from the Spring of FY20 which indicates a long-term ridership loss of 25% (from FY20) driven by: frequent riders not returning or riding less, an increase in telecommuting, and lingering concerns of vehicle cleanliness and physical distancing.
- Special Transit Fares decrease of 1.5% or \$82K due to continued COVID-19 restrictions for on-campus operations and in-person learning which results in reduced ridership for fixed routes that serve UCSC and Cabrillo in FY22.
- Highway 17 Fares decrease of 54.2% or \$807K. The anticipated decrease correlates to the COVID-19 Rider survey from the Spring of FY20 which indicates a long-term ridership loss of 25% (from FY20). This is a commuter route that will likely be more impacted by telecommuting and greater access to private vehicles resulting in a 50% loss in FY22 and a slower recovery in future years as telecommuting may continue long-term for some riders.
- Advertising Income decrease of 56.4% or \$194K reflecting recent trends.
- Interest Income increase of 7.3% or \$20K based on recent trends.
- 1979 Gross Sales Tax (1/2 cent) increase of 1.6% or \$358K due to anticipated favorable FY21 budget variance for the year and the general economic outlook for 2021 and 2022 as we emerge from pandemic restrictions.
- 2016 Net Sales Tax (Measure D) increase of 1.6% or \$56K. The projected increase basically mirrors the anticipated increase in the 1979 Gross Sales Tax (1/2 cent).
- <u>Transportation Development Act (TDA-LTF)</u> decrease of 2.1% or \$160K, as per recent allocations, as well as CPI projections for a decline in growth stemming from the COVID-19 pandemic.
- <u>FTA Sec 5307 Operating Assistance</u> increase of 3.9% or \$181K as per current budget projections from the Federal Transit Administration (FTA).
- Misc. Grant Funding net increase of 138.6% or \$284K due to a new, non-recurring, operating grant from Low Carbon Transit Operations Program (LCTOP) in the amount of \$489K for operation of the Watsonville Circulator; offset by the non-recurring AMBAG grant of \$205K.
- <u>STIC</u> increase of 7.2% or \$196K as per current budget projections from the Federal Transit Administration (FTA).
- <u>TDA STA Operating (includes SB1)</u> decrease of 23.1% or \$1,040K, reflecting decreased allocation estimates from State Controller's Office (SCO) in

the January 2021 report. It is anticipated that diesel gas consumption could take longer to recover from the pandemic.

• <u>Fuel Tax Credit</u> – decrease of 50% due to the program expiring in December 2021.

Moderate increases in most Operating Revenue Sources are budgeted in FY23, such as:

- Passenger Fares 16.6%
- Highway 17 Fares 16.3%
- <u>FTA Sec 5307 Operating Assistance</u> increase of 2.2% (New Surface Transportation Act in 2020).
- <u>STIC</u> increase of 2.2% (New Surface Transportation Act in 2020)
- Advertising 16.7%

### **B.** Operating Expenses

Operating Expenses total \$56,614,701 in FY22 and \$58,531,638 in FY23. Major Operating Expense's assumptions in the final FY22 budget over the FY21 Final budget, adopted in June 2020, include:

- <u>Personnel Expenses</u> (Labor and Fringe Benefits) increased by 1.8% or \$820K.
- Non-Personnel Expenses increased by 8.3% or \$796K.

### **Personnel Expenses:**

Personnel Expenses (Labor and Fringe Benefits) increase by 1.8% or \$820K primarily due to:

- Wage Increases (3% for MGMT, 2.5% for SEIU, and 2.25% for SMART) and contractual obligations (step and longevity increases)
- Increase in CalPERS retirement employer contribution from 32.81% in FY21 to 34.72% in FY22, as per CalPERS actuarial information.
- Budgeted increase in the medical insurance premiums for 2022 of 5.6% (based on the average increase in the medical insurance premiums at the end of 2020).
- Increase of five FTE's (Full time equivalent)
  - Marketing, Communications & Customer Service 2 FTE
    - Customer Service Manager in lieu of Customer Service Supervisor
    - Customer Service Coordinator TBD in lieu of Customer Service Supervisor
  - Information Technology 1 FTE
    - o Sr. Database Admin in lieu of Database Admin
  - Fleet Maintenance 1 FTE
    - o Fleet Mechanic I in lieu of Fleet Maintenance Supervisor

- Facility Maintenance 1 FTE
  - Facilities Maintenance Worker I in lieu of Facilities Maintenance Worker

Anticipated increases are partially offset by:

- Reduction in overtime costs across the agency, where possible
- Reduction of eight FTE's (Full time equivalent) all were vacant positions, no employees were let go.
  - Marketing, Communications & Customer Service 3 FTE
    - Customer Service Supervisors 2 offset by added positions
    - Customer Service Representative
  - Planning, Grants, Governmental Affairs 1 FTE
    - Transportation Planner I provisional
  - Information Technology 1 FTE
    - Database Admin offset by an added position/promotion
  - Facility Maintenance 1 FTE
    - Facilities Maintenance Worker II offset by an added position
  - Operations 1 FTE
    - Assistant Operations Manager
  - Fleet Maintenance 1 FTE
    - Fleet Maintenance Supervisor
       offset by an added position

### Non – Personnel Expenses:

Non-Personnel Expenses increase by 8.3% or \$796K primarily due to:

- Other Materials & Supplies increase of 27.4% or \$126K related to COVID-19 costs for additional cleaning, barrier protection, etc.
- Leases & Rentals increase of 24.7% or \$56K related to rate increase for the ParaCruz facility
- Services increase of 18.0% or \$686K related to increase in Prof/Technical Fees for Marketing Campaign to increase ridership, Building Repair, Union negotiations and ERP Consultant
- Utilities increase 16.4% or \$106K related to anticipated increases in Gas & Electric along with new Propulsion Power costs to charge the electric buses
- Casualty & Liability increase of 4.0% or \$40K related to higher insurance rates

The increase is partially offset by budget decreases in the following categories:

 Interest Expense – decrease by 90.6% or \$158K primarily due to delay of initiating the capital lease for 14 buses until a later date.  Misc. Expense – decrease of 14.1% or \$55K primarily due to reduced travel and employee training costs as companies transitioned to online courses due to the pandemic restrictions.

**Major Operating Expense** assumptions in the final FY23 budget over the FY22 budget include:

**Personnel Expenses** (Labor and Fringe Benefits) increase by 3.4%

- Contractual items (step and longevity increases).
- Projected increase in retirement as per CalPERS Annual Valuation Reports:
   35.76%
- Anticipated increase in medical insurance premiums, effective in January 2023.

<u>Non-Personnel Expenses</u> increase by 3.3% primarily due to anticipated interest payments on lease of 14 buses along with 2% CPI increase across all other operating expense categories.

### **Transfers & Operating Balance**

Transfers total \$1,863,824 in FY22 and \$3,237,206 in FY23. Assumptions in the preliminary FY22 budget over the FY21 Final budget, adopted in June 2020, include:

- <u>Transfers to Capital Budget</u> decrease by 1.1% or (\$25K) primarily due to a 3.4% or \$25K increase in the TDA-STA-SGR. These amounts are consistent with the goal to honor our commitment to the Capital Budget and maintain assets in a state of good repair by committing \$3.0M each year (\$2.2M from Measure D and TDA-STA transfer from Operating, and \$0.8M from the TDA-STA-SGR that goes directly to the Capital Budget).
- Transfers to Operating and Capital Reserve Fund
  - Fuel Tax added \$175K due to the recent extension of the Fuel tax credit for calendar year 2021
  - UAL & OPEB increase by 100% or \$2,000K due the transfer to pre-fund METRO's UAL & OPEB
- <u>Transfers from COVID Recovery Fund</u> increase by 100% or \$6,279K; drawdown of COVID Recovery fund will be used to cover the operating budget shortfall.

There are no significant changes in the budgeted Transfers & Operating Balance in FY23, with the exception of the Transfers from the COVID Reserve Fund: 20.8% increase due to draw down of funds to cover the operating budget shortfall in FY23.

### C. Capital Budget

The final FY22 Capital Budget/Portfolio as shown in Attachment E totals \$27,189,096.

The current FY22 Capital Budget consists primarily of ongoing projects rolled forward from FY21, funded by a variety of sources that are further detailed on Attachment E.

In FY18, a new Capital Budget funding strategy was adopted by the Board that results in \$3M per year being dedicated to the annual Capital Budget. This new strategy created the "Bus Replacement Fund" and establishes consistent annual transfers of STA-SB1 funds and Measure D funds to the Capital Budget that are needed to provide funding and stability for the required local match for obsolete fixed-route buses and Paratransit vehicles.

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

The following amounts are dedicated to the Bus Replacement Fund in FY22:

- (2016 Net Sales Tax) Measure D \$2,145,798 (transfer from Operating budget)
- STA-SB1 \$93,936 (transfer from Operating budget)
- STA-SGR \$760,266 (goes directly to the Capital Budget)
- Total = \$3,000,000

Noteworthy ongoing capital project activity (> \$100K) this fiscal year includes:

- Ongoing METRO-Owned ParaCruz Facility Project \$2.2M from the Operating & Capital Reserve Fund. The project is identified as critical to move the agency forward towards a sustainable future, in support of the METRO 10-Year Strategic Business Plan, and was approved by the Board on November 15, 2019.
- Ongoing Pacific Station Conceptual Design Project Based on a recommendation from the Capital Projects Standing Committee on April 19, 2019 the full Board directed the CEO/General Manager on April 26, 2019 to initiate formal negotiations with the City of Santa Cruz on a possible Pacific Station redevelopment partnership. The Project is funded with Federal: \$118K and Capital Restricted STA: \$29K funds.
- Ongoing Pacific Station/METRO Center Redevelopment with the City of Santa Cruz – \$4M, over four years, from the Bus Replacement Fund, toward the redevelopment of the facility in conjunction with the City of Santa Cruz.
- Ongoing Financial Management Software The current financial system was purchased in the late 1990's, more than 20 years ago, and only stores two years of financial information. A Fixed Assets, Purchasing and Budgeting module would likely be incorporated into the new financial software system for a more efficient and integrated system. The total budget is \$1,650K funded from the Operating & Capital Reserve Fund.
- Ongoing Facilities Upgrades and Improvements
  - Maintenance Yard Security Hardening and Expanded Parking \$888K from the Operating & Capital Reserve Fund. This is Phase I of the project: Engineering Analysis to address items, such as assessment of sink hole, draining problems, underground river water, utility lines, demolition of house and removal, recommendation of concrete or asphalt for lot, etc.

- Bus Stop Improvements refurbish approximately 60 used bus stops acquired from Santa Clara Valley Transit Authority (VTA). The project is funded with Federal funds: \$119K.
- JKS Facility Gate Control at bus entry, refurbish bus wash, upper security gates. This project is funded with \$200K of Federal funds and \$100K from the Operating & Capital Reserve Fund.
- Maintenance Facility The project to paint the exterior is funded with Federal funds: \$129K.
- Fueling Station Awning Construction of an awning over the fueling station to protect staff from the weather elements. This project is funded with Federal funds: \$239K.
- Ongoing Vehicle Replacement Projects METRO has been awarded grants from a variety of Federal, State and local agencies to replace aging revenue and non-revenue (service) vehicles including:
  - Electric Buses (6) + Infrastructure and Project Management \$7.9M
  - CNG buses to assist in the replacement of obsolete vehicles \$7.6M
    - CNG Bus Replacements (10)
    - CNG Bus Replacements (3): Capital Lease
  - ParaCruz Van Replacements (10) \$864K
  - Permanent barriers for Bus Operators to reduce/eliminate COVID transmission \$526K
  - Non-revenue electric vehicles and service truck replacement \$250K

### IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

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

### V. FINANCIAL CONSIDERATIONS/IMPACT

The proposed two-year FY22 and FY23 Operating Expenses – Attachment C - total \$54,750,877 in FY22 and \$55,294,432 in FY23. In addition, METRO will be transferring \$2.2M in FY22 and \$2.3M in FY23 to the Capital Budget, \$2M in FY22 and FY23 to the UAL & OPEB liability, and \$6.3 M in FY22 and \$7.6M in FY23 from the COVID-19 Recovery Fund for a total budget of \$56,614,701 in FY22 and \$58,531,638 in FY23. This is a Final Budget, which reflects the latest data regarding revenues and expenses.

The FY22 Capital Budget/Anticipated Spending & Portfolio – Attachment E - total \$13,665,297, and \$27,189,096, respectively. This amount includes capital-funded projects rolled over from the prior year that have yet to be completed.

### VI. CHANGES FROM COMMITTEE

Adjustments to Capital Spending, primarily timing of when projects will be done.

### VII. ALTERNATIVES CONSIDERED

There are no recommended alternatives at this time. Staff recommends that the Board of Directors adopt a resolution approving the FY22 and FY23 Operating Budget, and FY22 Capital Budget.

### VIII. ATTACHMENTS

**Attachment A:** Presentation on FY22 & FY23 Operating Budgets and FY22 Capital

Budget

**Attachment B:** 5 – Year Budget Plan

Attachment C: FY22 and FY23 Operating Budgets
Attachment D: Authorized and Funded Personnel

**Attachment E:** FY22 Capital Budget

**Attachment F:** FY22 Board Member Travel

**Attachment G:** FY22 & FY23 Employee Incentive Program

Attachment H: FY22 & FY23 Board Authorized METRO Support Activities

Attachment I: FY22 & FY23 Memberships

**Attachment J:** Preliminary Schedule of Reserve Balances

**Attachment K:** Measure D: 5-Year Program of Projects (FY21/22 – FY25/26)

**Attachment L:** Unfunded Capital Projects as of 6-4-2021

**Attachment M:** Management Pay Tables

**Attachment N:** Resolution Acceptance of Budget

Prepared By: Cathy Downes, Sr. Financial Analyst

### IX. APPROVALS

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

Alex Clifford, CEO/General Manager



## FY22 & FY23 Operating and FY22 Capital Budget

**Board of Directors** 

June 25, 2021

Chuck Farmer, Chief Financial Officer

# Overview of Today's Presentation

## 3 - Year Budget Plan

- Summary Comparison of FY21, FY22, FY23
- Surplus/(Deficit) Budget Changes
- FY22 Budget Drivers
- Revenue Change
- FY21 to FY22
- FY22 to FY23
- Expense Change
- FY21 to FY22
- FY22 to FY23

### **Position Changes**

- **Budget Risks**
- FY22 Capital Portfolio/Budget
- Capital Budget Spend
- **Total Capital Portfolio**

# **Projected Operating Reserve Balances**

- As of June 30, 2021 (estimate)
- 5 Year Budget Plan Revenue, Expense, Transfers
- Additional Information FY22 & FY23
- **Budget Timeline** 
  - Appendix

# FY22 & FY23 Operating Budget

# Operating Revenue, Expenses, and Transfers: FY21, FY22, FY23

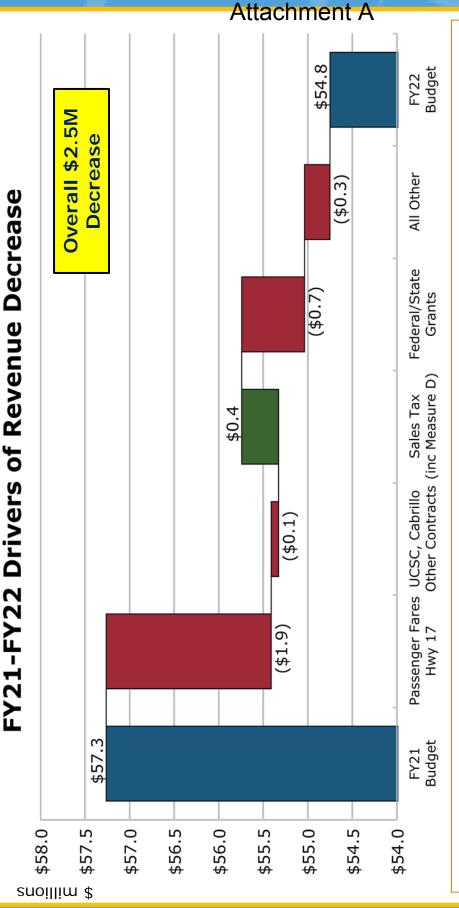
					chm	ent	A			
FY23	\$55,294		\$47,763	\$10,768	\$58,532		(\$4,348)	(\$7,585)	\$7,585	0\$
FY22	\$54,751		\$46,185	\$10,429	\$56,615		(\$4,415)	(\$6,279)	\$6,279	0\$
FY21	\$57,263		\$45,365	\$6,633	\$54,998		(\$2,265)	\$0	0\$	80
\$ In Thousands	Revenue:	Operating Expenses:	Personnel Expenses	Non-Personnel Expenses	Total Operating Expenses:	Transfers:	Transfers to Capital Budget/Operating Reserves	Operating Surplus/(Deficit):	Transfers From COVID Recovery Fund	Operating Balance:

# Operating Surplus/(Deficit) Budget Changes May 21, 2021 - June 25, 2021

(\$ in Thousands)	FY22	FY23	Comment
May 21 Board Meeting	\$ (5,996) \$ (7,289)	\$ (7,289)	
Changes to Budget Revenue			
NCSC	189	189	Updated for New Contract
Total Revenue Changes	189	189	
Expenses			
Marketing Campaigns	(220)	(224)	
Headcount	(114)	(121)	<b>Customer Service Coordinator</b>
CalTip	89	70	Projected less than expected
Facilities	(200)	(204)	Misc. SGR
Planning Dept Training	(9)	(9)	CTAA Leadership Conference
Total Expense Changes	(472)	(485)	
Total Changes to Budget	(283)	(566)	
Final Budget	\$ (6,279) \$ (7,585)	\$ (7,585)	

# **FY22 Budget Drivers**

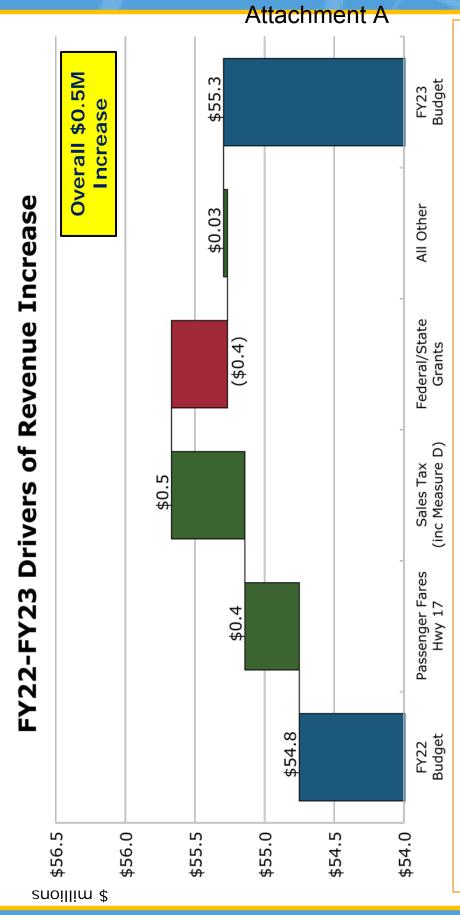
- Revenue Assumptions
- Ridership remains below pre-COVID levels throughout the year
- UCSC and Cabrillo College resume in-class learning for fall semester
- Half Price fares remain until end of August
- Expense Assumptions
- Personnel:
- Wage increases
- MGMT 3%
- **SEIU 2.5%**
- SMART 2.25%
- Contractual obligations step and longevity increases
- Management wage increase offset by new 5% contribution to health care
- CalPERS retirement employer contribution increase from 32.81% to 34.72% Medical insurance premiums increased 5.6%
- Non-Personnel
- **COVID** related supplies
- Propulsion power to charge electric buses
- Casualty & Liability insurance costs increase



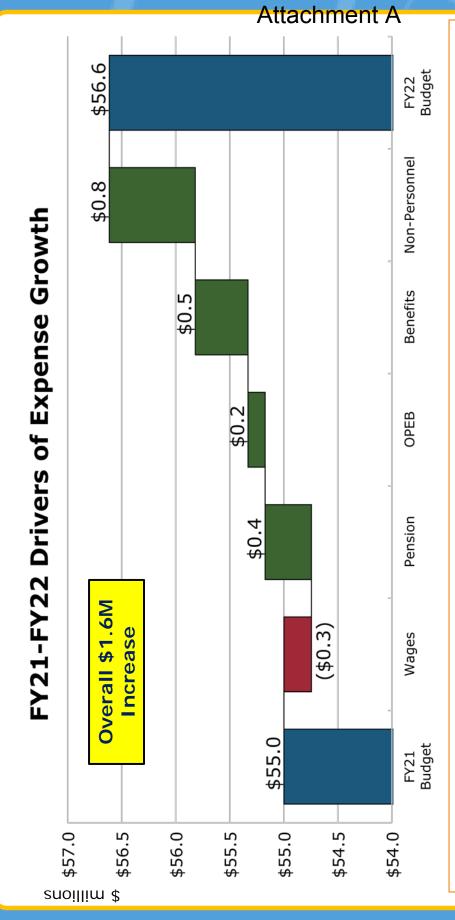
- Passenger Fares continue down in FY22; FY21 Budget assumed a faster return to normal business.
- Federal and State Grants (TDA-LTF, TDA-STA) down \$1M as a result of reduced projections of sales and fuel tax revenues as economy recovers from the COVID pandemic

13A.7

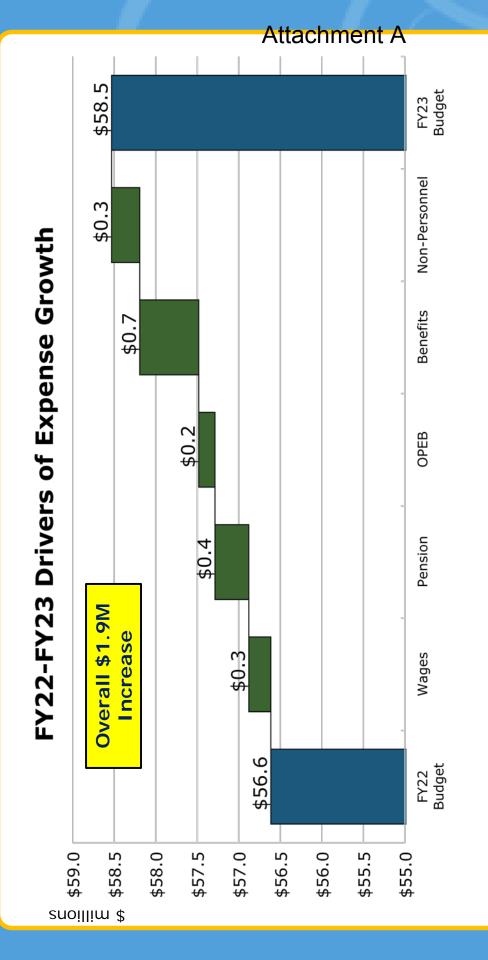




- Passenger Fares increase 4.8% YoY as COVID recovery continues. Fares still below pre-COVID levels.
- Sales Tax increase of 2% YoY based on estimated CPI.
- Lower Federal/State Grants due to non-recurring LCTOP Grant of \$0.5M.



- Wages lower driven by the reduction in overtime, partially offset by annual step/longevity/COLA increases.
- Pension costs will increase as the unfunded balance continues to grow.



Benefits are driven by the expected Health Care premium increase of 5.2%

13A.10

## Position Changes

## Change in Positions:

- Database Administrator -> Sr. Database Administrator
- Facilities Maintenance Worker II -> Facilities Maintenance Worker I
- Fleet Maintenance Supervisor -> Mechanic I
- Customer Service Supervisor -> Customer Service Coordinator TBD

### **New Position**:

Customer Service Manager

### **Unfunded Positions:**

- **Customer Service Supervisor**
- Customer Service RepresentativeTransportation Planner I provisional
- Assistant Operations Manager

# Non-Controllable Operating Budget Risks FY22 & FY23

### Revenues

- Passenger Fares and Paratransit Fares
- Fluctuations in ridership
- Ongoing impact from COVID-19 restrictions
- Special Transit Fares
- Contracts being eliminated or severely reduced (UCSC, Cabrillo, City of Santa Cruz)
- Ongoing impact from COVID-19 restrictions
- Sales Tax and TDA LTF
- Consumer spending uncertain as the state recovers from COVID-19 Pandemic
- Federal FTA 5307, STIC, 5311
- Subject to appropriation/reauthorization
- Alternative Fuel Tax Credit
- Had expired December 2020, renewal for one year in the December 2020 COVID relief
- **Economic Downturn**
- Natural Disaster such as Fires, Floods or Earthquakes

# Non-Controllable Operating Budget Risks FY22 & FY23

### Expenses

- CNG/Electric/Diesel Engine Failures
- Fuel Costs Volatility
- Workers Comp Insurance
- Medical Insurance
- Final costs come out in January
- Contract renewals and rebids
- Costs could come in higher than budgeted
- Settlement Costs
- Costs could come in higher than previous years
- Aging Fleet
- Increased Maintenance Costs
- Changes in Unfunded Mandates
- Overtime costs due to COVID-19 required response
- Government mandates for employee paid leaves

# FY22 Capital Portfolio/Budget

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Attachment A

FY22 Capit	pital Budget / Portfolio	st / Porti	folio	
<b>لا</b> Project Category	Spend Thru FY21*	Budget FY22	FY23 & beyond	* Total Portfolio
Construction Related Projects	\$211	\$672	\$5,669	\$6,552
IT Projects	0\$	\$549	\$1,150	\$1,699
Facilities Upgrades & Improvements	\$122	\$1,709	0\$	\$1,831
Revenue Vehicle Purchases, Replacement & Campaigns	\$1,730	\$7,351	\$1,752	\$10,833
Fleet Electrification Projects	\$1,427	\$2,690	\$4,903	\$9,020
Non-Revenue Vehicle Purchases & Replacements	0\$	\$250	0\$	\$250
Fleet & Maintenance Equipment	0\$	\$125	0\$	\$125
Misc.	\$68	\$319	\$50	\$437
Total Capital Spending	\$3,558	\$13,665	\$13,524	\$30,747
02 20 40 0+ +00 14:00 10 +07 10 10 10 10 10 10 10 10 10 10 10 10 10		0 0; 740 70+07;		

<sup>\*</sup> Est. spend thru FY21 data is still being collected/validated and is subject to change, which will also impact Total Portfolio amounts

## Capital Spend Portfolio/Budget Changes May 21, 2021 - June 25, 2021

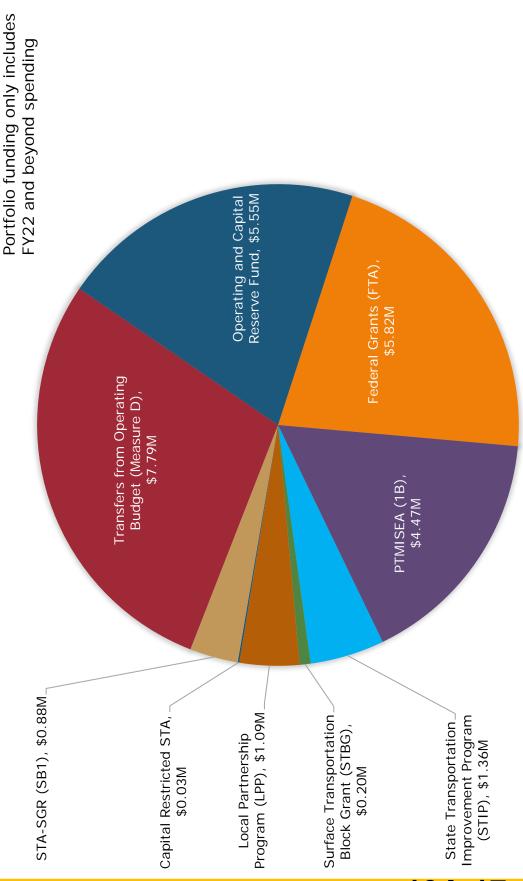
\$ in thousands	FY22	FY23	Comment
May 21 Board Meeting	\$ 15,334 \$ 12,210	3 12,210	
Changes to Budget			
IT Projects	(251)	1,150	ERP System and Secondary Virtualization
Facilities Upgrades and Improvements	888	(888)	2 Building Demolition, Sink Hole Repair and Automated Gates
Bus Purchases	(1,053)	1,053	2 CNG Buses, 2 Electric Buses
Bus Purchases	(1,091)		1 ZEB paid in FY21
Other	(163)		Vapor compressor project completed

13,524

13,665

13**A.16** 

## FY22 Capital Portfolio - Projects: \$27.2M\* Funding Sources (in \$ millions)



\* Projects that are funded and may or may not have yet been started. All commitments from the prior year rollover into the new

13A.17

# Projected Operating Reserve Balances As of June 30, 2021 (estimate)

# Operating Reserves as of 06/30/2021:

(estimate as of 5/30/2021)

Target: \$2.2M

Target: \$7.5M

Workers'
Compensation
Reserve Fund
\$2.2M

**Fully Funded** 

Operations Sustainability Reserve Fund \$7.5M

**Fully Funded** 

Target: \$0.7M
Liability
Insurance
Reserve Fund

**Fully Funded** 

\$0.7M

Target: \$3.0M
Cash
Flow Reserve
Fund
\$3.0M

**Fully Funded** 

Bus Replacement Fund \$1.4M\*\*

\$3.0M Annual Commitment

UAL & OPEB Shortfall \$0.0M

\$2.0M Annual Commitment

COVID Recovery Fund \$20.1M\* No Minimum Balance

Operating and Capital Reserve Fund \$2.0M\*\*\*

No Minimum Balance

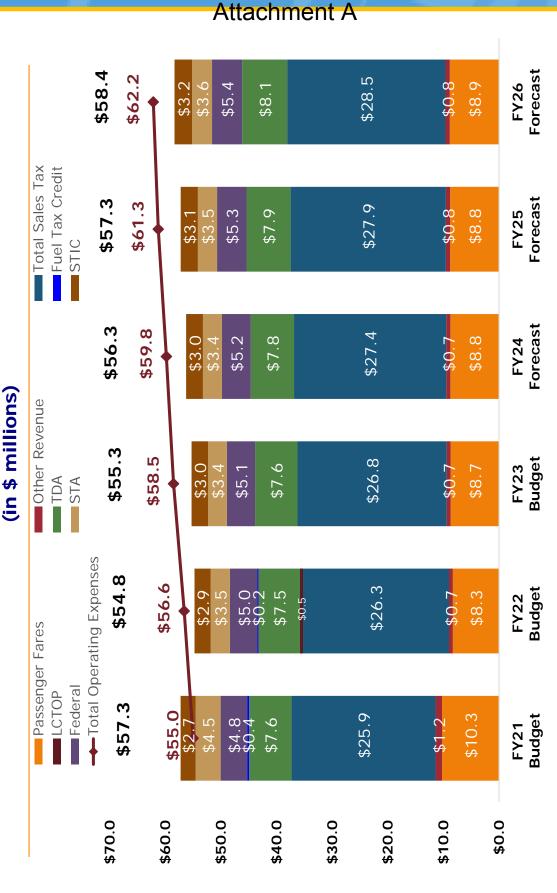
economic recovery, or until these funds are exhausted. Source of funds is FY20/FY21 Carryover comprised of METRO's 1979 Local \*\*Includes FY21 Capital Budget Spending + anticipated FY22 Capital Budget Commitments, as well as \$3M additions to the fund \*METRO will reinvest the funds into future Operating budgets to sustain services to the greatest extent possible during the Sales Tax, TDA-STA, TDA-LTF and Farebox revenues. Excludes impact from additional COVID related reimbursements.

 $^{\star\,\star\,\star}$  \$0.9M moved to ERP system from Operating and Capital Reserve Fund, \$2.0M moved from Bus Replacement Fund to Operating and Capital Reserve Fund

# 5 - Year Budget Plan

# **Assumptions for 5 Year Projections**

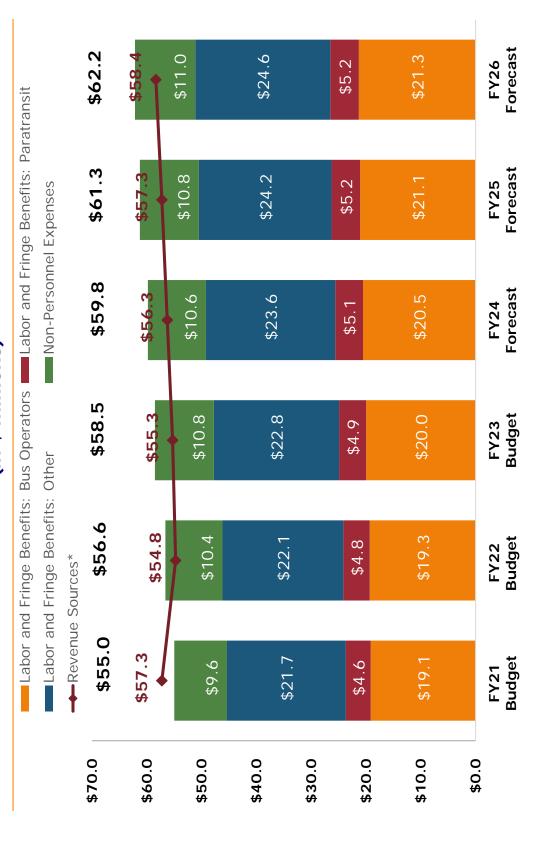
- Revenue Assumptions
- Ridership grows, but still remains below pre-COVID levels
- UCSC and Cabrillo College begin in-class learning
- Sales tax grows at 2% per year based on CPI expectations
- **Expense Assumptions**
- Personnel:
- Only contractual obligations of step increases no other increases included
  - CalPERS retirement employer contribution increases each year ~0.5%
- Medical insurance premiums increase ∼5% each year
- Non-Personnel
- General expenses increase at 2% per year assumed CPI level



Total Revenue\* Sources - 5 Year Projections:

Excludes transfers to Capital/Operating Reserves and UAL/OPEB pre-payments

## Total Operating Expenses - 5 Year Projections: (in \$ millions)

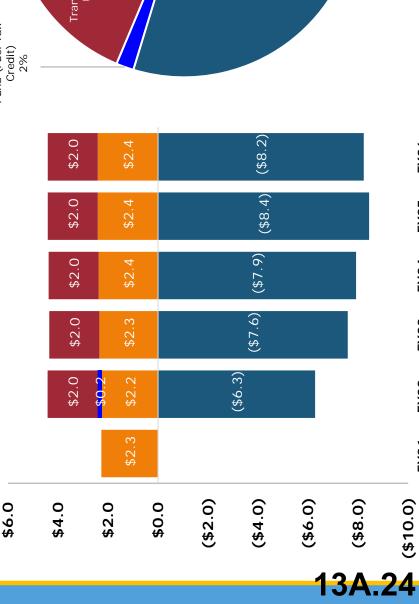


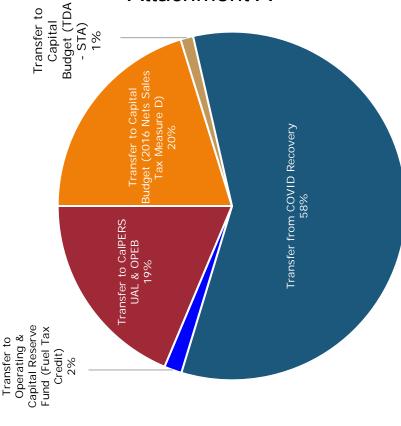
\* Excludes transfers to Capital/Operating Reserves and UAL/OPEB pre-payments

### Transfers - 5 Year Projections: (in \$ millions)



- Transfers to CalPERS UAL/OPEB
- Transfers to/(from) Operating and Capital Reserve Fund
- Transfers to Capital Budget (Measure D and TDA-STA)





**Attachment A** 

**Budget Forecast Forecast FY26** FY25 FY24 FY23 **Budget** FY22 Budget

# Additional Information FY22 and FY23

# **Board Authorized METRO Support Activities**

Senior Luncheon	Metro Advisory Committee (MAC) METRO Tour	Leadership Santa Cruz	
Santa Cruz County Fair	Santa Cruz Follies	Santa Cruz Seaside Company (Late Night Transit Service to Watsonville for the Summer)	

### Memberships:

### Administration:

American Public Transportation Association (APTA): \$35,500

California Transit Association (CTA): \$18,000

Bus Coalition: \$7,500

Monterey Bay Economic Partnership (MBEP): \$5,000

Center for Transportation and the Environment (CTE): \$5,000

Community Transport Association of America (CTAA): \$3,900

Eastern Contra Costa Transit Agency (ZEBRA Membership): \$3,000

Chamber of Commerce: \$2,300

California Association of Coordinated Transportation (CalACT): \$1,055

National Notary: \$750

Letter Press: \$675

Santa Cruz Sentinel: \$150

Register-Pajaronian: \$62

### Finance:

Government Finance Officers Association (GFOA): \$300

California Society of Municipal Finance Officers (CSMFO): \$220

Kiplinger Letters: \$100

Total: \$620

### Memberships:

### Human Resources:

California Public Employers Labor Relations Associations (CalPERLA): \$1,000

Cal Chamber: \$849

Society for Human Resource Management (SHRM): \$836

Northern California Human Resources Association (NCHRA): \$500

John Dash: \$475

Total: \$3,660

### Risk Management:

Miscellaneous: \$400

Total: \$400

### Memberships:

### Purchasing:

- Amazon Prime \$200
- California Association of Public Procurement Officials (CAPPO): \$130
- **Total: \$330**

### Fleet Maintenance:

- Cummins INSITE Fleet books Software: \$2,960
- Allison Transp. Software: \$2,000
- Southern California Regional Transit Training Consortium (SCRTTC): \$1,000
  - All Data: \$1,000
- John Deere Software: \$590
- Mitchell Online Vehicle Manuals: \$450
- Total: \$8,000

## FY23 Total: \$97,820 FY22 Total: \$95,902

## **Board Member Travel Budget Assumptions**

# American Public Transportation Association (APTA) Meetings

### **Annual Conference** September 2021 Anaheim, CA

Two Board Members

Legislative Conference
May 2022
Washington, DC
Three Board Members

## California Transit Association (CTA) Meetings

### Annual Meeting November 2021 Safe Credit Union Convention Center, Sacramento One Board Member

Legislative Conference
May 2022
TBD
One Board Member

### Additional Travel

Meetings with legislators and government officials in Washington, San Francisco and Sacramento, as approved by the Chair of the Board.

Expenses related to Board Members meeting with CEO/General Manager and Staff.

## **Employee Incentive Programs:**

			F	<b>ttachm</b>	ent A		
Department	Administration	Administration	Administration	Administration Customer Service Risk Management	Bus Operators	Paratransit	
FY23	\$5,100	\$4,080	\$1,020	\$8,160 \$1,224 \$3,060	\$3,060	\$306	\$26,010
FY22	\$5,000	\$4,000	\$1,000	\$8,000 \$1,200 \$3,000	\$3,000	\$300	\$25,500
Event/Activity	Employee Picnic and Holiday Party	District Service Awards	Transit Driver Appreciation Day	Employee Appreciation Event	Awards Safe Driver Certificates/ Patches Line Instruction Patches	Awards	Total

### **Budget Timeline**

### February 2021

**02-12-2021: Committee:** Presentation of FY22 and FY23 Preliminary Operating Budget

### March 2021

### 03-12-2021: Committee:

resentation of FY22 and FY23 Preliminary Operating Budget, and FY22 Capital

### 03-26-2021: Board Meeting:

Adoption of the Preliminary line item budget in order to allow submittal of METRO's TDA and STA claims to the Santa Cruz County Regional Transportation Commission

### **April** 2021

taff will continue to refine revenue and expense projections.

**Attachment A** 

### May 2021

May 5th, 2021: Budget Presentation to Union Partners

**05-14-2021: Committee:** Review and Recommend Approval of METRO's FY22 and FY23 Operating Budget, and FY22 Capital budget

### 05-21-2021: Board Meeting:

### Ine 2021

06-11-2021: Committee: Review and Recommend Adoption of METRO's FY22 and Y23 Operating Budget, and FY22 Capital budget

06-25-2021: Board Meeting: Adoption of the Final FY22 and FY23 Budget

Questions

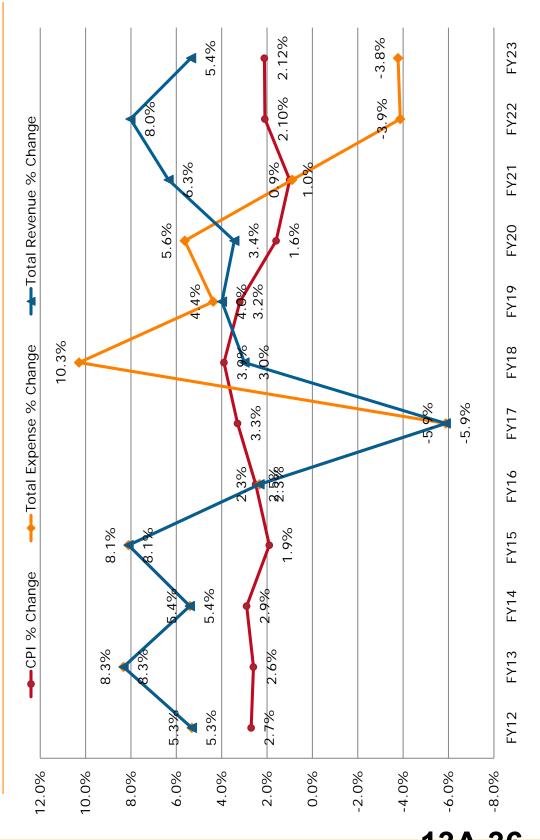
13A.33

Appendix

13A.34

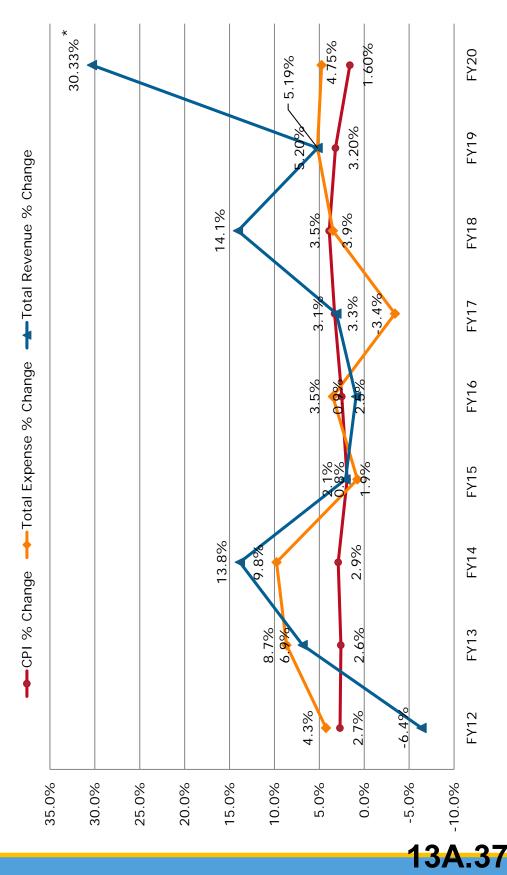
Total Revenue and Expense % change vs. CPI % Change

# Total Budget (Revenue and Expense) % Change vs. CPI % Change



13A.36

# Total Actual Revenue and Expense % Change vs. CPI % Change



\*Reflects CARES Act FTA 5307/5311 drawdowns and allocation in FY20

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## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT - FIVE YEAR PLAN

As of July 1, 2021

																		Ī	A	tt	a	cł	٦r	n	eı	าt	E	3		•									· •
	crease)	•	%9:0	2.0%	2.0%	%0.0	1.0%	0.1%	2.1%	2.0%	2.0%	2.0%	2.2%	4.0%	2.2%	%0.0	%0.0	1.9%		1.1%	0.2%	1.6%	4.2%	2.0%	2.0%	2.0%	(8.0%)	1.5%		%0:0	%0.0	%0:0	%0.0	%0'0					
	Increase/(Decrease)	\$ VAR	48,693	34,820	4,282	066	8,097	504	15,674	482,779	75,486	158,513	116,574	138,171	67,741	•	•	1,103,631		232,304	12,380	390,899	189,780	73,189	16,128	23,751	(48,955)	889,476				•	•	•					
	FORECAST	FY26	8,854,043	1,775,809	218,375	5,505,689	817,783	536,387	777,889	24,621,751	3,849,807	8,084,144	5,415,411	3,592,450	3,160,938			58,356,433		21,304,081	5,223,795	24,634,534	4,678,814	3,732,715	822,580	1,211,291	561,959	62,169,769		(2,410,511)		(2,000,000)	•	(4,410,511)	(8,223,847)		8,223,847	8,223,847	
	ecrease)	% VAR	0.5%	2.0%	2.0%	%0.0	1.0%	0.1%	2.8%	2.0%	2.0%	2.0%	2.2%	0.8%	2.2%	%0.0	%0.0	1.7%		7.6%	2.7%	2.8%	2.0%	2.0%	2.0%	2.0%	(7.8%)	2.4%		1.5%	%0.0	%0.0	%0.0	%8'0					
	Increase/(Decrease)	\$ VAR	47,796	34,137	4,198	950	8,017	494	20,599	473,313	74,006	155,405	114,065	28,095	66,289			979,568		524,461	137,442	656,151	88,022	71,752	15,813	23,285	(52,019)	1,464,907		(35,278)	•	•	1	(35,278)					
	FORECAST	FY25	8,805,350	1,740,989	214,093	5,504,699	809,686	535,883	762,215	24,138,972	3,774,321	7,925,631	5,298,837	3,454,279	3,093,197	•		57,252,802		21,071,777	5,211,415	24,243,635	4,489,034	3,659,526	806,452	1,187,540	610,914	61,280,293		(2,410,511)	•	(2,000,000)	•	(4,410,511)	(8,438,002)		8,438,002	8,438,002	
	rease)	% VAR	0.5%	2.0%	2.0%	%0.0	1.0%	0.1%	2.0%	2.0%	2.0%	2.0%	2.2%	%6.0	2.2%	%0.0	%0.0	1.8%		2.9%	7.6%	3.3%	(0.2%)	2.0%	7.6%	4.2%	(30.6%)	2.2%		1.2%	%0.0	%0.0	%0.0	%9'0					
	Increase/(Decrease)	\$ VAR	46,752	33,468	4,116	924	7,937	307	35,393	464,033	72,555	152,357	111,609	31,234	64,869			978,802		572,300	129,231	743,806	(8,318)	70,933	20,404	47,337	(291,945)	1,283,748		(27,729)			•	(27,729)					
	FORECAST	FY24	8,757,554	1,706,852	209,895	5,503,749	801,669	535,389	741,616	23,665,659	3,700,315	7,770,226	5,184,772	3,426,184	3,026,908		•	56,273,234		20,547,316	5,073,973	23,587,484	4,401,012	3,587,774	790,639	1,164,255	662,933	59,815,386		(2,375,233)		(2,000,000)		(4,375,233)	(7,917,385)		7,917,385	7,917,385	
	crease)	%VAR	4.7%	16.6%	16.6%	%0.0	16.3%	2.4%	4.2%	2.0%	2.0%	2.0%	2.2%	(1.7%)	2.2%	(100.0%)	(100.0%)	1.0%		3.4%	2.7%	3.6%	(1.9%)	2.0%	2.0%	2.0%	20.5%	3.4%		4.8%	(100.0%)	%0.0	%0.0	(1.5%)					
	Increase/(Decrease)	\$ VAR	391,369	237,843	29,248	887	111,105	12,286	28,502	454,934	71,133	149,370	108,722	(59,740)	63,478	(489,213)	(175,000)	543,555		653,607	130,725	793,362	(87,200)	68,957	15,103	21,900	320,483	1,916,937		(107,770)	175,000	ı	•	67,230					
June-21	BUDGET	FY23	8,710,802	1,673,384	205,779	5,502,825	793,732	535,082	706,223	23,201,626	3,627,760	7,617,869	5,073,163	3,394,950	2,962,039			55,294,432		19,975,016	4,944,742	22,843,678	4,409,330	3,516,841	770,235	1,116,918	954,878	58,531,638		(2,347,504)		(2,000,000)	1	(4,347,504)	(7,584,710)		7,584,710	7,584,710	
	crease)	%VAR	(18.9%)	(38.5%)	(39.5%)	(1.5%)	(54.2%)	1.0%	(45.0%)	1.6%	1.6%	(2.1%)	4.0%	(23.1%)	7.2%	100.0%	(20.1%)	(4.4%)		%6:0	2.3%	1.8%	18.0%	3.9%	16.4%	2.9%	(19.9%)	2.9%		(1.1%)	100.0%	100.0%	%0:0	94.9%					
	Increase/(Decrease)	\$ VAR	(1,935,339)	(935,459)	(115,035)	(82,865)	(806,973)	4,993	(490,779)	358,216	56,010	(160,351)	190,295	(1,039,721)	195,935	489,213	(176,000)	(2,512,521)		180,216	242,958	397,241	685,904	130,794	106,132	30,411	(157,364)	1,616,292		25,257	(175,000)	(2,000,000)	•	(2,149,743)					
June-21	BUDGET	FY22	8,319,433	1,435,541	176,531	5,501,938	682,627	522,796	677,721	22,746,692	3,556,627	7,468,499	4,964,441	3,454,690	2,898,561	489,213	175,000	54,750,877		19,321,409	4,814,017	22,050,316	4,496,530	3,447,884	755,132	1,095,018	634,395	56,614,701		(2,239,734)	(175,000)	(2,000,000)		(4,414,734)	(6,278,558)		6,278,558	6,278,558	
June-20	BUDGET	FY21	10,254,772	2,371,000	291,566	5,584,803	1,489,600	517,803	1,168,500	22,388,476	3,500,617	7,628,850	4,774,146	4,494,411	2,702,626		351,000	57,263,399		19,141,193	4,571,059	21,653,075	3,810,626	3,317,090	649,000	1,064,607	791,759	54,998,409		(2,264,991)				(2,264,991)					
		REVENUE:	Passenger Fares	Passenger Fares	Paratransit Fares	Special Transit Fares	Highway 17 Fares	Highway 17 Payments	Other Revenue	1979 Gross Sales Tax (1/2 cent)	2016 Net Sales Tax (Measure D)	Transp Dev Act (TDA - LTF) Funds	Federal Op Assistance*	TDA - STA - Operating (Includes SB1)	STIC - Op Assistance	LCTOP Grant	Fuel Tax Credit	TOTAL REVENUE	OPERATING EXPENSES:	Labor and Fringe Benefits: Bus Operators	Labor and Fringe Benefits: Paratransit	Labor and Fringe Benefits: Other	Services	Mobile and Other Materials and Supplies	Utilities	Casualty & Liability and Taxes	Misc. Expense, Interest Expense, and Leases & Rentals	TOTAL OPERATING EXPENSES	TRANSFERS:	Transfers to Capital Budget	Fuel Tax Credit (Transfer to Reserves)	Transfers to CaIPERS UAL & OPEB	Transfers to Operating and Capital Reserve Fund	TOTAL TRANSFERS	OPERATING SURPLUS((DEFICIT)	TRANSFERS (TO) / FROM COVID-19 RECOVERY FUND	Transfers (To) / From Covid-19 Recovery Fund	TOTAL COVID-19 RECOVERY FUND TRANSFERS	OPERATING BALANCE

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### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

### **REVENUE SOURCES**

	June-20	June-21	!	•	June-21		
REVENUE SOURCE	BUDGET FY21	BUDGET FY22	Increase/(Decrease) \$ VAR FY22	crease) FY22	BUDGET FY23	Increase/(Decrease) \$ VAR	ecrease) %VAR
Passenger Fares	2,371,000	1,435,541	(935,459)	(39.5%)	1,673,384	237,843	16.6%
Paratransit Fares	291,566	176,531	(115,035)	(39.5%)	205,779.00	29,248	16.6%
Special Transit Fares	5,584,803	5,501,938	(82,865)	(1.5%)	5,502,825	887	%0.0
Highway 17 Fares	1,489,600	682,627	(806,973)	(54.2%)	793,732	111,105	16.3%
Highway 17 Payments	517,803	522,796	4,993	1.0%	535,082	12,286	2.4%
Commissions	2,500	1,000	(1,500)	(%0.09)	1,000		%0.0
Advertising Income	343,750	150,000	(193,750)	(56.4%)	175,000	25,000	16.7%
Rent Income	165,000	167,171	2,171	1.3%	170,673	3,502	2.1%
Interest Income	275,000	295,000	20,000	7.3%	295,000		%0.0
Other Non-Transp Revenue	176,700	64,000	(112,700)	(83.8%)	64,000	ı	%0.0
1979 Gross Sales Tax (1/2 cent)	22,388,476	22,746,692	358,216	1.6%	23,201,626	454,934	2.0%
2016 Net Sales Tax (Measure D)	3,500,617	3,556,627	56,010	1.6%	3,627,760	71,133	2.0%
Transp Dev Act (TDA - LTF) Funds	7,628,850	7,468,499	(160,351)	(2.1%)	7,617,869	149,370	2.0%
Federal Op Assistance*	4,774,146	4,964,441	190,295	4.0%	5,073,163	108,722	2.2%
FTA Sec 5307 - Op Assistance	4,582,912	4,763,645	180,733	3.9%	4,867,969	104,324	2.2%
FTA Sec 5311 - Rural Op Asst	191,234	200,796	9,562	2.0%	205,194	4,398	2.2%
Medicare Subsidy	250	550		%0:0	250		%0.0
Other Op Assistance Funding	205,000	489,213	284,213	138.6%		(489,213)	(100.0%)
AMBAG (FTA 5304)	205,000	•	(205,000)	(100.0%)	•	•	%0.0
LCTOP Grant	ı	489,213	489,213	100.0%		(489,213)	(100.0%)
TDA - STA - Operating (Includes SB1)	4,494,411	3,454,690	(1,039,721)	(23.1%)	3,394,950	(59,740)	(1.7%)
STIC - Op Assistance	2,702,626	2,898,561	195,935	7.2%	2,962,039	63,478	2.2%
Fuel Tax Credit	351,000	175,000	(176,000)	(50.1%)	1	(175,000)	(100.0%)
TOTAL OPERATING REVENUE	57,263,399	54,750,877	(2,512,520)	(4.4%)	55,294,432	543,556	1.0%
STATISTIC INTICACATION OF SCHOOL OF	(100,000)	(1 444 754)	(0.4.40.745)	, oo , o	(4.047.504)	000 10	(4 50/)
I KANSFERS TO OPERATING/CAPITAL RESERVES	(2,264,991)	(4,414,734)	(2,149,743)	94.9%	(4,347,304)	067,70	(%C:1)
TRANSFERS TO/(FROM) COVID RECOVERY FUND		6,278,558	6,278,558	100.0%	7,584,710	1,306,152	20.8%

TOTAL REVENUE SOURCES

\* FTA funding is used solely to fund labor expense

1,616,295

56,614,701

54,998,408

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

### FY22 & FY23 OPERATING BUDGET

### Transfers & Operating Balance

	מומומות ש			נ			
TRANSFERS	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAF	crease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	crease) %VAR
Transfers to Capital Budget							
2016 Net Sales Tax Measure D*	(2,090,282)	(2,145,798)	(55,516)	2.7%	(2,176,782)	(30,984)	1.4%
TDA - STA - Operating , Includes SB1	(174,709)	(93,936)	80,773	(46.2%)	(170,722)	(76,786)	81.7%
Sub Total	(2,264,991)	(2,239,734)	25,257	(1.1%)	(2,347,504)	(107,770)	4.8%
STA - SGR (Direct to Capital Budget)	(735,009)	(760,266)	(25,257)	3.4%	(652,496)	107,770	(14.2%)
Total	(3,000,000)	(3,000,000)		%0.0	(3,000,000)		%0.0
Transfers to/(from) Operating and Capital Reserve Fund	pun <sub>:</sub>						
Fuel Tax Credit**		(175,000)	(175,000)	100.0%		175,000	(100.0%)
CalPERS UAL & OPEB		(2,000,000)	(2,000,000)	100.0%	(2,000,000)		%0.0
Sustainability Nesetives	-			0.0%			0.0%
Total	ı	(2,175,000)	(2,175,000)	100.0%	(2,000,000)	175,000	(8.0%)
TOTAL OPERATING/CAPITAL TRANSFERS	(2,264,991)	(4,414,734)	(2,149,743)	94.9%	(4,347,504)	67,230	(1.5%)
Transfers (To) / From Covid-19 Recovery Fund Transfers (To) / From Covid-19 Recovery Fund		6,278,558	6,278,558	100.0%	7,584,710	1,306,152	20.8%
Total		6,278,558	6,278,558	100.0%	7,584,710	1,306,152	20.8%
TOTA! DEVENIE	67 263 300	64 750 977	(2 542 522)	1707 77	EE 204 422	543 FFF	700/
IOIAL REVENOE	91,403,399	34,730,017	(2,512,522)	(4.4%)	33,234,432	545,555	%O.1
TOTAL EXPENSES	54,998,409	56,614,701	1,616,292	2.9%	58,531,638	1,916,937	3.4%
TOTAL OPERATING/CAPITAL TRANSFERS	(2,264,991)	(4,414,734)	(2,149,743)	94.9%	(4,347,504)	67,230	(1.5%)
TOTAL COVID TRANSFERS		6,278,558	6,278,558	100.0%	7,584,710	1,306,152	20.8%
OPERATING BALANCE	1						

\*Beginning in FY19, 2016 Net Sales Tax Measure D is transferred to the Capital Budget as per 5-Year Program of Projects, provided to RTC. The 5-Year Program of Projects should be updated yearly, after the budget is adopted in June, in order to reflect Santa Cruz METRO's latest Measure D growth \*\*\*Subject to annual renewal of the tax extenders

## FY22 & FY23 OPERATING BUDGET

## CONSOLIDATED EXPENSES

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ecrease) % VAR		1.3%	%0:0	1.5%	%0.0	1.3%		2.1%	5.1%	5.2%	1.2%	2.9%	2.4%	4.8%	(2.1%)	2.6%	3.0%	2.2%	3.8%	2.2%	9.4%	2.2%	(13.2%)	(19.2%)	3.1%	2.0%
Increase/(Decrease) \$ VAR % VAR		126,254	က	138,672		264,930		7,297	407,062	604,410	5,489	6,240	1,182	12,074	(3,297)	2,426	29,561	15,321	4,367	23,478	190,315	3,608	(2,100)	(510)	5,841	1,312,764
June-21 BUDGET FY23		9,998,016	560,118	9,188,655	573,048	20,319,837		357,217	8,330,243	12,138,924	453,420	112,608	20,890	263,573	151,192	45,440	1,014,943	715,254	120,715	1,097,041	2,214,932	167,631	13,800	2,150	193,626	27,443,599
crease) %VAR		1.2%	(44.0%)	0.6%	2.8%	1.3%		(1.5%)	5.7%	2.7%	%9.0	(0.8%)	(2.6%)	1.9%	2.2%	5.4%	3.0%	0.1%	%6.0	0.1%	(%0.9)	0.1%	43.5%	(11.7%)	141.7%	4.3%
Increase/(Decrease) \$ VAR %VAF		115,555	(439,886)	54,628	15,513	(254,190)		(5,475)	428,206	623,598	2,502	(828)	(1,331)	4,602	3,364	2,190	28,699	693	266	1,171	(128,443)	139	4,817	(351)	110,085	1,074,605
June-21 BUDGET FY22		9,871,762	560,115	9,049,983	573,047	20,054,907		349,920	7,923,181	11,534,514	447,931	106,368	49,708	251,499	154,489	43,014	985,382	699,933	116,348	1,073,563	2,024,617	164,023	15,900	2,660	187,785	26,130,835
June-20 BUDGET FY21		9,756,207	1,000,001	8,995,355	557,534	20,309,097		355,395	7,494,975	10,910,916	445,429	107,226	51,039	246,897	151,125	40,824	956,683	699,240	115,351	1,072,392	2,153,060	163,884	11,083	3,011	77,700	25,056,230
ACCOUNT	LABOR	501011 Bus Operator Pay	501013 Bus Operator OT	501021 Other Salaries	501023 Other OT	Totals	FRINGE BENEFITS	502011 Medicare/Soc. Sec.	502021 Retirement	502031 Medical Ins	502041 Dental Ins	502045 Vision Ins	502051 Life Ins/AD&D	502060 State Disability Ins (SDI)	502061 Long Term Disability Ins	502071 State Unemployment Ins (SUI)	502081 Worker's Comp Ins	502101 Holiday Pay	502103 Floating Holiday	502109 Sick Leave	502111 Annual Leave	502121 Other Paid Absence	502251 Phys. Exams	502253 Driver Lic Renewal	502999 Other Fringe Benefits	Totals

## FY22 & FY23 OPERATING BUDGET

## **CONSOLIDATED EXPENSES**

June-20 BUDGET         June-21 BUDGET         June-21 SVAR         June-21 S							
FY22         \$ VAR         %VAR         FY23         \$ VAR           8,402         103,250         4,848         4.9%         105,315         2,065           8,321         427,000         (41,321)         (8.8%)         435,540         8,540           1,000         1,215,794         510,330         72.5%         1,056,510         (159,284)         (150,020           0,000         400,000         -         0.0%         408,000         8,000         8,000           7,450         8,910         1,460         19.6%         9,088         178         178           -         0.000         400,000         -         0.0%         408,000         8,000         178           -         0.000         400,000         -         0.0%         408,000         8,000         1,186	June-20 BUDGET	June-21 BUDGET	Increase/(De	ecrease)	June-21 BUDGET	Increase/(D	ecreas
103,250       4,848       4.9%       105,315       2,065         427,000       (41,321)       (8.8%)       435,540       8,540         1,215,794       510,930       72.5%       1,056,510       (159,284)         101,000       -       0.0%       408,000       8,000         400,000       -       0.0%       408,000       8,000         8,910       1,460       19.6%       9,088       178         9,300       -       0.0%       -       -         9,300       3.3%       3,408       668         611,389       3,600       0.6%       623,617       12,228         22,600       3,400       17.7%       23,052       452         1,384       0.0%       23,052       452       456         283,000       210,000       287.7%       288,660       5,660       5,660         752,887       39,887       5,6%       774,414       21,527         4,496,530       (5,000)       (7.9%)       59,160       1,160         58,000       (5,000)       (7.9%)       74,409,330       (87,200         211,000       (2,600)       (3.4%)       74,409,330       (87,200	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	% VAR
427,000         (41,321)         (8.8%)         435,540         8,540         2.0%           1,215,794         510,930         72.5%         1,056,510         (159,284)         (13.1%)           101,000         -         0.0%         408,000         8,000         2.0%           400,000         -         0.0%         408,000         8,000         2.0%           -         0.0%         -         0.0%         -         0.0%           -         0.0%         -         0.0%         -         0.0%           1,300         3.3%         9,486         186         2.0%           22,600         3,400         17.7%         23,052         2.0%           22,600         3,400         17.7%         23,052         2.0%           2,500         3,400         17.7%         28,052         2.0%           2,500         3,400         17.7%         28,650         2.0%           2,800         210,000         287.7%         288,660         5,660         2.0%           2,83,000         210,000         287.7%         288,660         5,60         2.0%           20,000         -         0.0%         459,000         9,000	98,402	103,250	4,848	4.9%	105,315	2,065	2.0%
1,215,794       510,930       72.5%       1,056,510       (159,284)       (13.1%)         101,000       -       0.0%       408,000       8,000       2.020       2.0%         400,000       -       0.0%       408,000       8,000       2.0%         400,000       -       0.0%       -       0.0%       -       0.0%         8,910       1,460       19.6%       9,088       178       2.0%         9,300       3.3%       9,486       186       2.0%         13,400       7,800       3.5%       34,668       2.0%         22,600       3,400       17.6%       623,617       12,228       2.0%         22,600       3,400       17.6%       23,652       2.0%       2.0%         22,600       3,400       17.6%       23,652       2.0%       2.0%         283,000       210,000       287.7%       288,660       5,660       2.0%         752,887       39,887       5.6%       774,414       21,527       2.9%         450,000       -       0.0%       459,000       9,000       2.0%         58,000       (5,000)       (7.9%)       59,160       1,160       1,190 </td <td>468,321</td> <td>427,000</td> <td>(41,321)</td> <td>(8.8%)</td> <td>435,540</td> <td>8,540</td> <td>2.0%</td>	468,321	427,000	(41,321)	(8.8%)	435,540	8,540	2.0%
101,000       -       0.0%       103,020       2,020       2.0%         400,000       -       0.0%       408,000       8,000       2.0%         400,000       -       0.0%       9,088       178       2.0%         -       0.0%       -       -       0.0%         9,300       30       3.3%       9,486       186       2.0%         8,3400       7,800       30.5%       34,068       668       2.0%         611,389       3,400       17.7%       23,052       452       2.0%         611,389       3,400       17.7%       23,052       452       2.0%         611,389       3,400       17.7%       23,052       452       2.0%         752,807       210,000       287.7%       288,660       5,660       2.0%         752,887       39,887       5.6%       774,414       21,527       2.9%         450,000       -       0.0%       459,000       9,000       2.0%         58,000       (5,000)       (7.9%)       1,460       3.0%       2.0%         73,400       (5,000)       (7.9%)       74,868       1,468       2.0%         7       -	704,864	1,215,794	510,930	72.5%	1,056,510	(159,284)	(13.1%)
400,000       -       0.0%       408,000       8,000       2.0%         8,910       1,460       19.6%       9,088       178       2.0%         -       -       0.0%       -       -       0.0%         -       0.0%       -       -       0.0%         33,400       7,800       30.5%       34,068       668       2.0%         611,389       3,600       0.6%       623,617       12,228       2.0%         22,600       3,400       17.7%       23,052       452       2.0%         -       0.0%       -       -       0.0%         -       0.0%       -       -       0.0%         283,000       210,000       (100.0%)       -       -       0.0%         752,887       39,887       5.6%       774,414       21,527       2.9%         450,000       -       0.0%       20,400       9,000       2.0%         58,000       (5,000)       (7.9%)       59,160       1,160       2.0%         58,000       (5,000)       (7.9%)       4,409,330       (87,200)       (1.9%)         73,400       (2,600)       (3.4%)       74,99,330       (87,2	101,000	101,000		%0:0	103,020	2,020	2.0%
8,910 1,460 19.6% 9,088 178 2.0%  -	400,000	400,000	ı	%0:0	408,000	8,000	2.0%
-       -       0.0%       -       -       0.0%         9,300       3.3%       9,486       186       2.0%         33,400       7,800       30.5%       34,068       668       2.0%         611,389       3,600       0.6%       623,617       12,228       2.0%         22,600       3,400       17.7%       23,052       452       2.0%         -       -       0.0%       -       -       0.0%         -       -       0.0%       -       -       0.0%         283,000       210,000       287.7%       288,660       5,660       2.0%         752,887       39,887       5.6%       774,414       21,527       2.9%         450,000       -       0.0%       459,000       9,000       2.0%         20,000       -       0.0%       459,000       9,000       2.0%         58,000       -       0.0%       4,409,30       (87,200)       (1.9%)         73,400       (5,000)       (7.9%)       74,868       1,468       2.0%         73,400       (2,600)       (3.4%)       1,632,137       32,003       2.0%         211,000       24,000 <t< td=""><td>7,450</td><td>8,910</td><td>1,460</td><td>19.6%</td><td>9,088</td><td>178</td><td>2.0%</td></t<>	7,450	8,910	1,460	19.6%	9,088	178	2.0%
9,300 3.3% 9,486 186 2.0% 33,400 7,800 30.5% 34,068 668 2.0% 611,389 3,600 0.6% 623,617 12,228 2.0% 22,600 3,400 17.7% 23,052 452 2.0% - 0.0% - 0.0% - 0.0% 287.7% 288,660 5,660 2.0% 25,887 39,887 5.6% 774,414 21,527 2.9% 450,000 - 0.0% 20,400 9,000 2.0% 20,000 - 0.0% 20,400 9,000 2.0% 28,000 - 0.0% 20,400 9,000 2.0% 20,000 - 0.0% 20,400 44,09,330 (87,200) (1.9%) 73,400 (2,600) (3.4%) 74,868 1,468 2.0% 211,000 31,000 17.2% 215,220 4,220 2.0% 210,000 - 0.0% 20,400 4,409,330 (3.4%) 74,868 1,468 2.0% 211,000 31,000 (2.4%) (2.4%) 995,520 19,520 2.0% 2.0%	ı		•	%0.0	ı		_
33,400       7,800       30.5%       34,068       668       2.0%         611,389       3,600       0.6%       623,617       12,228       2.0%         22,600       3,400       17.7%       23,052       452       2.0%         -       0.0%       -       -       0.0%         283,000       210,000       287.7%       288,660       5,660       2.0%         752,887       39,887       5.6%       774,414       21,527       2.9%         450,000       -       0.0%       459,000       9,000       2.0%         20,000       -       0.0%       459,000       9,000       2.0%         20,000       -       0.0%       4,409       9,000       2.0%         20,000       -       0.0%       4,409       9,000       2.0%         4,496,530       685,904       18.0%       4,409,330       (87,200)       (1.9%)         73,400       (2,600)       (3.4%)       74,868       1,468       2.0%         71,000       (2,600)       (3.4%)       74,868       1,468       2.0%         71,000       (2,600)       (3.4%)       74,868       1,462       2.0% <t< td=""><td>000'6</td><td>6,300</td><td>300</td><td>3.3%</td><td>9,486</td><td>186</td><td></td></t<>	000'6	6,300	300	3.3%	9,486	186	
611,389 3,600 0.6% 623,617 12,228 2.0% 22,600 3,400 17.7% 23,052 452 2.0% 3,400 17.7% 23,052 452 2.0% 3,400 17.7% 23,052 452 2.0% 3,400 100.0%	25,600	33,400	7,800	30.5%	34,068	899	-
22,600       3,400       17.7%       23,052       452       2.0%         -       -       0.0%       -       -       0.0%         -       -       0.0%       -       -       0.0%         283,000       210,000       287.7%       288,660       5,660       2.0%         752,887       39,887       5.6%       774,414       21,527       2.9%         450,000       -       0.0%       459,000       9,000       2.0%         20,000       -       0.0%       20,400       400       2.0%         58,000       (5,000)       (7.9%)       59,160       1,160       2.0%         4,496,530       685,904       18.0%       4,409,330       (87,200)       (1.9%)         73,400       (2,600)       (3.4%)       74,868       1,468       2.0%         71,000       17.2%       215,220       4,220       2.0%         211,000       (24,000)       (2.4%)       995,520       19,520       2.0%	607,789	611,389	3,600	%9:0	623,617	12,228	
- (50,000) (100.0%) - (50,000) (100.0%) - (50,000) (100.0%) - (50,000) (287.7% 288,660 5,660 2.0% 450,000 - (0.0% 459,000 3.0% 20,400 3.0% 2.0% 58,000 (5,000) (7.9%) 59,160 1,160 2.0% 4.496,530 (85,904 18.0% 4,409,330 (87,200) (1.9%)  73,400 (2,600) (3.4%) 74,868 1,468 2.0% 1,600,134 134 0.0% 1,632,137 32,003 2.0% 211,000 31,000 17.2% 215,220 4,220 2.0% 976,000 (24,000) (2.4%) 995,520 19,520 2.0%	19,200	22,600	3,400	17.7%	23,052	452	
- (50,000) (100.0%) - (50,000) (100.0%) (50,000 287.7% 288,660 5,660 2.0% 752,887 39,887 5.6% 774,414 21,527 2.9% 450,000 - 0.0% 459,000 9,000 2.0% 20,400 400 2.0% 58,000 (5,000) (7.9%) 59,160 1,160 2.0% 4,496,530 685,904 18.0% 4,409,330 (87,200) (1.9%)  73,400 (2,600) (3.4%) 74,868 1,468 2.0% 1,600,134 134 0.0% 1,632,137 32,003 2.0% 211,000 31,000 17.2% 215,220 4,220 2.0% 976,000 (24,000) (2.4%) 995,520 19,520 2.0%	,			%0:0	,		
283,000       210,000       287.7%       288,660       5,660       2.0%         752,887       39,887       5.6%       774,414       21,527       2.9%         450,000       -       0.0%       459,000       9,000       2.0%         20,000       -       0.0%       20,400       400       2.0%         58,000       (5,000)       (7.9%)       59,160       1,160       2.0%         4,496,530       685,904       18.0%       4,409,330       (87,200)       (1.9%)         73,400       (2,600)       (3.4%)       74,868       1,468       2.0%         73,400       (2,600)       (3.4%)       74,868       1,468       2.0%         211,000       31,000       17.2%       215,220       4,220       2.0%         -       -       0.0%       -       -       0.0%         -       0.0%       -       -       0.0%         -       0.0%       -       -       0.0%         -       0.0%       -       -       0.0%         -       -       0.0%       -       -       0.0%         -       -       -       -       0.0% <t< td=""><td>20,000</td><td></td><td>(20,000)</td><td>(100.0%)</td><td>ı</td><td>1</td><td></td></t<>	20,000		(20,000)	(100.0%)	ı	1	
752,887         39,887         5.6%         774,414         21,527         2.9%         6           450,000         -         0.0%         459,000         9,000         2.0%           20,000         -         0.0%         20,400         400         2.0%           58,000         (5,000)         (7.9%)         59,160         1,160         2.0%           4,496,530         685,904         18.0%         4,409,330         (87,200)         (1.9%)           73,400         (2,600)         (3.4%)         74,868         1,468         2.0%           1,600,134         134         0.0%         1,632,137         32,003         2.0%           211,000         31,000         17.2%         215,220         4,220         2.0%           -         -         0.0%         -         -         0.0%           976,000         (24,000)         (2.4%)         995,520         19,520         2.0%	73,000	283,000	210,000	287.7%	288,660	2,660	-
450,000       -       0.0%       459,000       9,000       2.0%         20,000       -       0.0%       20,400       400       2.0%         58,000       (5,000)       (7.9%)       59,160       1,160       2.0%         4,496,530       685,904       18.0%       4,409,330       (87,200)       (1.9%)         73,400       (2,600)       (3.4%)       74,868       1,468       2.0%         1,600,134       134       0.0%       1,632,137       32,003       2.0%         211,000       31,000       17.2%       215,220       4,220       2.0%         -       0.0%       -       0.0%       -       0.0%         -       0.0%       -       0.0%       -       0.0%         976,000       (24,000)       (2.4%)       995,520       19,520       2.0%	713,000	752,887	39,887	2.6%	774,414	21,527	2.9%
20,000       -       0.0%       20,400       400         58,000       (5,000)       (7.9%)       59,160       1,160         4,496,530       685,904       18.0%       4,409,330       (87,200)         73,400       (2,600)       (3.4%)       74,868       1,468         1,600,134       134       0.0%       1,632,137       32,003         211,000       31,000       17.2%       215,220       4,220         -       -       -       -       -         976,000       (24,000)       (2.4%)       995,520       19,520	450,000	450,000		%0.0	429,000	000'6	2.0%
58,000       (5,000)       (7.9%)       59,160       1,160         4,496,530       685,904       18.0%       4,409,330       (87,200)         73,400       (2,600)       (3.4%)       74,868       1,468         1,600,134       134       0.0%       1,632,137       32,003         211,000       31,000       17.2%       215,220       4,220         -       -       0.0%       -       -         976,000       (24,000)       (2.4%)       995,520       19,520	20,000	20,000	•	%0.0	20,400	400	2.0%
4,496,530       685,904       18.0%       4,409,330       (87,200)         73,400       (2,600)       (3.4%)       74,868       1,468         1,600,134       134       0.0%       1,632,137       32,003         211,000       31,000       17.2%       215,220       4,220         -       0.0%       -       -         976,000       (24,000)       (2.4%)       995,520       19,520	63,000	58,000	(5,000)	(%6.7)	59,160	1,160	2.0%
73,400 (2,600) (3.4%) 74,868 1,468 1,600,134 134 0.0% 1,632,137 32,003 211,000 31,000 17.2% 215,220 4,220 - 0.0% 0.0%	3,810,626	4,496,530	685,904	18.0%	4,409,330	(87,200)	(1.9%)
73,400 (2,600) (3.4%) 74,868 1,468 1,600,134 134 0.0% 1,632,137 32,003 211,000 31,000 17.2% 215,220 4,220 - 0.0% 0.0%							
1,600,134 134 0.0% 1,632,137 32,003 211,000 31,000 17.2% 215,220 4,220 - 0.0% 976,000 (24,000) (2.4%) 995,520 19,520	76,000	73,400	(2,600)	(3.4%)	74,868	1,468	2.0%
211,000 31,000 17.2% 215,220 4,220 0.0% 976,000 (24,000) (2.4%) 995,520 19,520	1,600,000	1,600,134	134	%0:0	1,632,137	32,003	2.0%
- 0.0% 976,000 (24,000) (2.4%) 995,520 19,520	180,000	211,000	31,000	17.2%	215,220	4,220	2.0%
976,000 (24,000) (2.4%) 995,520 19,520		•	•	0.0%	•	•	%0:0
	1,000,000	976,000	(24,000)	(2.4%)	995,520	19,520	2.0%

13C.4

## FY22 & FY23 OPERATING BUDGET

## **CONSOLIDATED EXPENSES**

	Attachment <sub>I</sub> C	1 1
ecrease) % VAR	2.0% 2.0% 2.0% 2.0% 2.0% 2.0% 2.0%	2.0% 2.0% 2.0% 2.0% 2.0% 2.0% 0.0%
Increase/(Decrease) \$ VAR % VAF	165 196 500 1,328 40 1,304 526 2,427 1,212 2,410 200 1,000 378 60	1,000 6,740 3,600 3,763 15,103 1,370 1,211 3,000 20,886
June-21 BUDGET FY23	8,405 10,016 25,500 67,728 2,040 66,504 26,846 123,774 61,812 122,910 10,200 51,000 51,000 19,301 3,060	51,000 343,740 183,600 191,895 770,235 770,235 69,855 780,581 61,768 153,000
ecrease) %VAR	3.0% (4.8%) 0.0% 18.7% 0.0% (10.2%) (8.0%) 100.0% 0.0% 0.0% 0.0% 26.2% 0.0%	100.0% 8.0% 0.0% 19.8% 16.4% 1.9% 62.7% 0.0% 4.0%
Increase/(Decrease) \$ VAR %VAR	240 (500) - 10,450 - (7,400) (2,300) 121,347 - 500 - 3,923 - 3,923	50,000 25,000 31,132 106,132 1,855 14,515 23,341
June-21 BUDGET FY22	8,240 9,820 25,000 66,400 2,000 26,320 121,347 60,600 120,500 10,000 50,000 18,923 3,000 587,350	50,000 337,000 180,000 188,132 755,132 68,485 765,276 60,557 150,000
June-20 BUDGET FY21	8,000 10,320 25,000 55,950 2,000 72,600 28,620 - 60,600 120,000 10,000 15,000 3,000 3,000	312,000 180,000 157,000 649,000 66,630 750,761 37,216 150,000
ACCOUNT	OTHER MATERIALS & SUPPLIES 504205 Freight Out 504214 Promotional Items 504214 Promotional Items 504215 Printing 504217 Photo Supp/Process 504311 Office Supplies 504315 Safety Supplies 504315 COVID-19 504317 Cleaning Supplies 504409 Repair/Maint Supplies 504417 Tenant Repairs 504421 Non-Inventory Parts 504421 Small Tools 504515 Employee Tool Replacement	505010 Propulsion Power 505011 Gas & Electric 505021 Water & Garbage 505031 Telecommunications  CASUALTY & LIABILITY  506011 Insurance - Property 506015 Insurance - Other 506123 Settlement Costs 506127 Repairs - District Prop Totals

13C.5

## FY22 & FY23 OPERATING BUDGET

## CONSOLIDATED EXPENSES

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## FY22 & FY23 OPERATING BUDGET

## **CONSOLIDATED EXPENSES**

		ĺ	Ī		Atta	ıch
ecrease) % VAR	2.0%	2.0%	2.0%	3.4%	3.3%	3.4%
Increase/(Decrease) \$ VAR % VAF	5,316	322	5,638	1,577,694	339,243	1,916,937
June-21 BUDGET FY23	271,094	16,422	287,516	47,763,436	10,768,202	58,531,638
ecrease) %VAR	23.6%	46.4%	24.7%	1.8%	8.3%	2.9%
Increase/(Decrease) \$ VAR %VAR	50,808	5,100	55,908	820,415	795,877	1,616,292
June-21 BUDGET FY22	265,778	16,100	281,878	46,185,742	10,428,959	56,614,701
June-20 BUDGET FY21	214,970	11,000	225,970	45,365,327	9,633,082	54,998,409
ACCOUNT	LEASES & RENTALS 512011 Facility Lease	512061 Equipment Rental	Totals	PERSONNEL TOTAL	NON-PERSONNEL TOTAL	TOTAL OPERATING EXPENSES

	Departi	Departmental Expenses	sesued				
	June-20	June-21			June-21		
	BUDGET	BUDGET	Increase/(Decrease)	crease)	BUDGET	Increase/(Decrease)	crease)
	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
1100 Administration	1,287,241	1,399,130	111,889	8.7%	1,442,767	43,637	3.1%
1200 Finance	3,213,533	3,086,454	(127,079)	(4.0%)	3,320,664	234,210	%9.7
1300 Customer Service	2,167,394	2,364,015	196,621	9.1%	2,438,156	74,141	3.1%
1400 Human Resources	1,064,670	1,100,100	35,430	3.3%	1,153,372	53,272	4.8%
1500 Information Technology	1,398,050	1,590,463	192,413	13.8%	1,546,038	(44,425)	(2.8%)
1600 Planning, Grants, Governmental Affaires	1,253,447	1,103,582	(149,865)	(12.0%)	1,130,964	27,382	2.5%
1700 District Counsel	406,000	403,000	(3,000)	(0.7%)	411,060	8,060	2.0%
1800 Safety, Security, and Risk Management	1,130,704	1,140,592	9,888	%6.0	1,168,243	27,651	2.4%
1900 Purchasing	950,175	912,298	(37,877)	(4.0%)	963,306	51,008	2.6%
2200 Facilities Maintenance	3,442,015	3,789,113	347,098	10.1%	3,903,519	114,406	3.0%
3100 Paratransit Program	4,930,786	5,261,052	330,266	%2'9	5,400,717	139,665	2.7%
3200 Operations	2,810,136	2,827,970	17,834	%9.0	2,927,782	99,812	3.5%
3300 Bus Operators	19,148,193	19,331,353	183,160	1.0%	19,985,159	653,806	3.4%
4100 Fleet Maintenance	8,412,040	8,762,638	350,598	4.2%	9,001,052	238,414	2.7%
9005 Retired Employee Benefits	3,383,772	3,542,691	158,919	4.7%	3,738,584	195,893	2.5%
700 SCCIC	250	250	ı	%0.0	255	5	2.0%
TOTAL OPERATING EXPENSES	54,998,409	56,614,701	1,616,295	2.9%	58,531,638	1,916,937	3.4%

	Admin - 1100						
Haroook	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT I ABOR	L 1 Z I	L 1 2 2	¥¥×	NA AR	C711	YAY e	% AR
501011 Bus Operator Pay	•		•	%0:0		1	%0.0
501013 Bus Operator OT	,	,	,	%0.0	,	,	%0.0
501021 Other Salaries	476,834	501,540	24,706	5.2%	518,274	16,734	3.3%
501023 Other OT	4,768	4,907	139	2.9%	4,907	1	%0.0
Totals	481,602	506,447	24,845	(5.2%)	523,181	16,734	3.3%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	8,809	9,025	216	2.5%	9,358	333	3.7%
502021 Retirement	161,031	161,361	330	0.5%	168,392	7,031	4.4%
502031 Medical Ins	96,092	87,168	(8,924)	(8.3%)	90,252	3,084	3.5%
502041 Dental Ins	4,003	4,032	29	0.7%	4,080	48	1.2%
502045 Vision Ins	1,112	1,128	16	1.4%	1,200	72	6.4%
502051 Life Ins/AD&D	5,311	5,176	(135)	(2.5%)	5,266	06	1.7%
502060 State Disability Ins (SDI)	4,166	4,488	322	7.7%	4,698	210	4.7%
502061 Long Term Disability Ins	2,977	3,086	109	3.7%	2,997	(88)	(2.9%)
502071 State Unemployment Ins (SUI)	504	536	32	6.3%	568	32	%0.9
502081 Worker's Comp Ins	11,775	12,054	279	2.4%	12,415	361	3.0%
502101 Holiday Pay	18,545	18,376	(169)	(%6.0)	19,058	682	3.7%
502103 Floating Holiday	22,610	22,305	(302)	(1.3%)	23,242	937	4.2%
502109 Sick Leave	27,818	27,564	(254)	(%6.0)	28,585	1,021	3.7%
502111 Annual Leave	52,568	43,414	(9,154)	(17.4%)	46,864	3,450	7.9%
502121 Other Paid Absence	4,347	4,307	(40)	(%6.0)	4,466	159	3.7%
502251 Phys. Exams	•	,		%0:0	1	•	%0:0
502253 Driver Lic Renewal	,	,	,	%0:0		ı	%0.0
502999 Other Fringe Benefits	10,758	14,762	4,004	37.2%	14,766	4	%0.0
Totals	432,427	418,782	(13,644)	(3.2%)	436,207	17,425	4.2%

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

	Admin - 1100	•					
FALCO	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
	7	77.			27	<b>(</b>	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
SERVICES							
503011 Accting/Audit Fees	1	ı	1	%0.0	1	ı	%0.0
503012 Admin/Bank Fees		•	•	%0:0	•		%0.0
503031 Prof/Technical Fees	55,000	160,900	105,900	192.5%	164,118	3,218	2.0%
503032 Legislative Services	101,000	101,000	•	%0.0	103,020	2,020	2.0%
503033 Legal Services	1	•	1	%0:0	1	1	%0:0
503034 Pre-Employment Exams		•		%0.0		1	%0.0
503041 Temp Help	•	•	1	%0.0	1	1	%0:0
503161 Custodial Services		•		%0.0		1	%0:0
503162 Uniforms/Laundry		•		%0.0		1	%0:0
503171 Security Services	•	•	•	%0:0	•		%0:0
503221 Classified/Legal Ads	4,000	4,000	ı	%0.0	4,080	80	2.0%
503222 Legal Ads	•	,	•	%0.0	•	1	%0.0
503225 Graphic Services		•	1	%0.0	1	ı	%0:0
503351 Repair - Bldg & Impr		•	1	%0.0	1	ı	%0:0
503352 Repair - Equipment	15,000	8,000	(7,000)	(46.7%)	8,160	160	2.0%
503353 Repair - Rev Vehicle	•	•	•	%0:0	i	ı	%0:0
503354 Repair - Non Rev Vehicle	•	•	1	%0.0	1	ı	%0:0
503363 Haz Mat Disposal	-	-	-	%0.0	-	1	%0.0
Totals	175,000	273,900	98,900	26.5%	279,378	5,478	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	ı			%0.0		ı	%0.0
504012 Fuels & Lubricants - Rev Veh	ı	,	1	%0.0	1	ı	%0.0
504021 Tires & Tubes	,	,	,	%0:0	,	1	%0.0
504161 Other Mobile Supplies	,	1	1	%0.0	1		%0.0
504191 Rev Vehicle Parts			•	0.0%	•		%0.0

	Admin - 1100	0					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SUPPLIES				ò			ò
504205 Freignt Out		•		%0.0			%0.0
504211 Postage & Mailing	4,500	2,000	200	11.1%	5,100	100	2.0%
504214 Promotional Items				%0.0			%0.0
504215 Printing	4,000	6,500	2,500	62.5%	6,630	130	2.0%
504217 Photo Supp/Process	. •	. '		%0.0	1	•	%0.0
504311 Office Supplies	20,000	13,700	(6,300)	(31.5%)	13,974	274	2.0%
504315 Safety Supplies	•	•		0.0%	1	1	%0.0
504316 COVID-19	,	13,909	13,909	100.0%	14,187	278	2.0%
504317 Cleaning Supplies	•	•	•	%0.0	•	•	%0.0
504409 Repair/Maint Supplies	•	•	1	%0:0	•	•	%0.0
504417 Tenant Repairs	•	•	1	%0.0	•	•	%0:0
504421 Non-Inventory Parts	•		•	%0.0		•	%0:0
504511 Small Tools	•	•	•	%0.0		1	%0.0
504515 Employee Tool Replacement	ı		•	%0.0	•	•	%0:0
Totals	28,500	39,109	10,609	37.2%	39,891	782	2.0%
UTILITIES							
505010 Propulsion Power		ı	ı	%0:0	1	1	%0:0
505011 Gas & Electric	ı	1	ı	%0.0		ı	%0.0
505021 Water & Garbage				%0.0			%0.0
505031 Telecommunications	ı	1	ı	%0:0	1	-	%0.0
Totals	1		1	%0:0	1		%0:0
CASUALTY & LIABILITY							
506011 Insurance - Property	•	•		%0.0	•	•	%0.0
506015 Insurance - PL/PD		•	ı	%0:0			%0.0
506021 Insurance - Other	1	1	1	%0.0		1	%0.0
506123 Settlement Costs	•	•	•	%0.0	1	•	%0.0
506127 Repairs - District Prop	1	-	1	%0:0	-	•	%0.0
Totals		1		%0:0	•	1	%0.0

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

	Admin - 1100	0					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
I AXES 507051 Fuel Tax		•		0.0%	•		0.0%
507201 Licenses & Permits	1	ı	1	%0.0	٠	1	0.0%
507999 Other Taxes	ı	1	ı	%0.0	•	ı	%0.0
Totals				%0'0	1	•	%0.0
MISC EXPENSE							
509011 Dues/Subscriptions	86,112	82,892	(3,220)	(3.7%)	84,550	1,658	2.0%
509081 Advertising - District Promo	•	•	1	%0.0	1	•	%0.0
509101 Employee Incentive Program	18,000	18,000	•	%0.0	18,360	360	2.0%
509121 Employee Training	3,000	2,400	(009)	(20.0%)	2,448	48	2.0%
509122 BOD Travel	13,000	13,000	•	%0.0	13,260	260	2.0%
509123 Travel	25,000	20,000	(5,000)	(20.0%)	20,400	400	2.0%
509125 Local Meeting Expense	10,000	10,000	•	%0.0	10,200	200	2.0%
509127 Board Director Fees	12,600	12,600	•	%0.0	12,852	252	2.0%
509150 Contributions	•	•	•	%0.0	•	•	%0:0
509198 Cash Over/Short		•	•	%0.0	•	1	%0:0
509999 Other Misc Expense	1	-	•	%0.0	•	-	%0.0
Totals	167,712	158,892	(8,820)	(2.3%)	162,070	3,178	2.0%
INTEREST EXPENSE							
511102 Interest Expense	•	-	-	%0.0	1	-	%0.0
Totals		•	•	%0:0	•	•	%0.0
LEASES & RENTALS 512011 Facility Lease			1	0.0%	1 (		0.0%

2.0%	2.0%	3.7%	2.0%	3.1%
40	40	34,159	9,478	43,637 3.1%
2,040	2,040	959,388	483,379	1,442,767
%0:0	%0.0	1.2%	27.0%	8.7%
,		11,200	100,689	111,889 8.7%
2,000	2,000	925,229	473,901	1,399,130
2,000	2,000	914,029	373,212	1,287,241 1,399,130
512061 Equipment Rental	Totals	PERSONNEL TOTAL	NON-PERSONNEL TOTAL	TOTAL OPERATING EXPENSES

	Finance - 1200	00					
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
501011 Bus Operator Pay		•	•	%0:0	٠	•	%0:0
501013 Bus Operator OT	•			%0.0	•	•	0.0%
501021 Other Salaries 501023 Other OT	756,441 2,210	739,775 4,000	(16,666) 1,790	(2.2%) 81.0%	772,861 4,000	33,086	4.5% 0.0%
Totals	758,651	743,775	(14,876)	2.0%	776,861	33,086	4.4%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	14,733	13,191	(1,542)	(10.5%)	13,812	621	4.7%
502021 Retirement	332,641	306,441	(26,200)	(4.6%)	328,947	22,506	7.3%
502031 Medical Ins	268,522	252,876	(15,646)	(2.8%)	264,270	11,394	4.5%
502041 Dental Ins	13,334	12,942	(392)	(5.9%)	13,116	174	1.3%
502045 Vision Ins	2,503	2,538	35	1.4%	2,700	162	6.4%
502051 Life Ins/AD&D	1,365	1,261	(104)	(2.6%)	1,296	35	2.8%
502060 State Disability Ins (SDI)	8,747	9,065	318	3.6%	9,621	226	6.1%
502061 Long Term Disability Ins	5,303	5,450	147	2.8%	5,322	(128)	(2.3%)
502071 State Unemployment Ins (SUI)	1,134	1,206	72	6.3%	1,278	72	%0.9
502081 Worker's Comp Ins	23,549	27,121	3,572	15.2%	27,934	813	3.0%
502101 Holiday Pay	28,593	27,413	(1,180)	(4.1%)	28,706	1,293	4.7%
502103 Floating Holiday	17,540	16,185	(1,355)	(7.7%)	17,277	1,092	%2'9
502109 Sick Leave	42,889	41,118	(1,771)	(4.1%)	43,058	1,940	4.7%
502111 Annual Leave	161,676	74,703	(86,973)	(53.8%)	80,017	5,314	7.1%
502121 Other Paid Absence	6,701	6,426	(275)	(4.1%)	6,729	303	4.7%
502251 Phys. Exams	Í	Ī	•	%0.0	ı	•	%0.0
502253 Driver Lic Renewal				%0:0			%0:0
502999 Other Fringe Benefits	6,093	6,102	6	0.1%	6,111	6	0.1%
Totals	935,323	804,038	(131,285)	(14.0%)	850,194	46,156	2.7%

	Finance - 1200	00					
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
SERVICES							
503011 Accting/Audit Fees	98,152	103,000	4,848	4.9%	105,060	2,060	2.0%
503012 Admin/Bank Fees	468,321	427,000	(41,321)	(8.8%)	435,540	8,540	2.0%
503031 Prof/Technical Fees	41,300	244,980	203,680	493.2%	66,280	(178,700)	(72.9%)
503032 Legislative Services		•		%0:0	•		0.0%
503033 Legal Services	•	•		%0:0	•	•	%0.0
503034 Pre-Employment Exams	•	•		%0:0	•	•	%0.0
503041 Temp Help				%0.0			%0.0
503161 Custodial Services	•			%0.0			%0.0
503162 Uniforms/Laundry	•			%0.0			%0.0
503171 Security Services	•	•	1	%0.0	•		%0.0
503221 Classified/Legal Ads		•		%0:0	•	•	%0:0
503222 Legal Ads	ı		1	%0.0			%0:0
503225 Graphic Services	ı	•	1	%0.0			%0:0
503351 Repair - Bldg & Impr	ı	•	1	%0.0			%0:0
503352 Repair - Equipment	•	•	•	%0.0		•	%0.0
503353 Repair - Rev Vehicle	•	•		%0.0		•	%0.0
503354 Repair - Non Rev Vehicle	•			%0:0		•	%0.0
503363 Haz Mat Disposal	1	1	•	%0.0	1	1	%0.0
Totals	607,773	774,980	167,207	27.5%	088'909	(168,100) (21.7%)	(21.7%)
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh		•		%0.0	•	•	%0.0
504012 Fuels & Lubricants - Rev Veh	ı	•	1	%0.0	•	•	%0:0
504021 Tires & Tubes	ı	ı	1	%0.0	ı	ı	%0.0
504161 Other Mobile Supplies	ı	ı	,	%0.0	•	ı	%0:0
504191 Rev Vehicle Parts	•	-	-	%0.0	-	-	%0.0
- , H				,000			,00

	Finance - 1200	00					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	•	•		%0.0	•	1	%0:0
504211 Postage & Mailing	•	•	•	%0.0	•	•	%0.0
504214 Promotional Items	•	•	•	%0.0	•	•	%0.0
504215 Printing	1,050	2,000	950	%5.06	2,040	40	2.0%
504217 Photo Supp/Process		•	1	%0.0	1	•	%0.0
504311 Office Supplies		•	1	%0.0	1	•	%0.0
504315 Safety Supplies		•	1	%0.0		•	%0.0
504316 COVID-19	•	•	•	%0.0	•	•	%0:0
504317 Cleaning Supplies				%0.0		•	%0.0
504409 Repair/Maint Supplies		•		%0.0	1	•	%0.0
504417 Tenant Repairs				%0.0			%0:0
504421 Non-Inventory Parts	•	1	1	%0.0	1	•	%0.0
504511 Small Tools	1	•	•	%0.0	•	•	%0.0
504515 Employee Tool Replacement	ı	ı	1	%0.0	ı	•	%0.0
Totals	1,050	2,000	950	%9.06	2,040	40	2.0%
UTILITIES							
505010 Propulsion Power	1	ı		%0.0	1	•	%0.0
505011 Gas & Electric	1	1	•	%0:0	Ī	•	%0.0
505021 Water & Garbage	ı	•	•	%0.0			%0.0
505031 Telecommunications	1	•	-	%0.0	Ī	1	%0.0
Totals			1	%0:0		1	%0:0
CASUALTY & LIABILITY							
506011 Insurance - Property	66,630	68,485	1,855	2.8%	69,855	1,370	2.0%
506015 Insurance - PL/PD	615,624	604,568	(11,056)	(1.8%)	616,659	12,091	2.0%
506021 Insurance - Other	37,216	60,557	23,341	62.7%	61,768	1,211	2.0%
506123 Settlement Costs 506127 Repairs - District Prop			1 1	%0:0 0:0%			%0.0 0.0%
Totals	719,470	733,610	14,140	2.0%	748,282	14,672	2.0%

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ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
TAXES							
507051 Fuel Tax		1		%0.0			%0:0
507201 Licenses & Permits	•	•		%0.0	•		%0.0
507999 Other Taxes	•	•	ı	%0.0		i	%0.0
Totals			•	%0'0	•	1	%0.0
MISC EXPENSE							
509011 Dues/Subscriptions	620	620		%0.0	632	12	1.9%
509081 Advertising - District Promo	1	•		%0.0	•	1	%0.0
509101 Employee Incentive Program	•	Į	1	%0:0	1	1	%0.0
509121 Employee Training	2,300	2,275	(25)	(1.1%)	2,321	46	2.0%
509122 BOD Travel		Į	ı	%0:0	1	1	%0.0
509123 Travel	14,000	8,800	(5,200)	(37.1%)	8,976	176	2.0%
509125 Local Meeting Expense	i		1	%0.0	•	•	%0:0
509127 Board Director Fees	i		1	%0.0	•	•	%0:0
509150 Contributions	Ī	1	ı	%0.0	•	•	%0.0
509198 Cash Over/Short	•	1	ı	%0:0	1	•	%0.0
509999 Other Misc Expense	•	-		%0.0	-	•	%0:0
Totals	16,920	11,695	(5,225)	(30.9%)	11,929	234	2.0%
INTEREST EXPENSE 511102 Interest Expense	174 346	16.356	(157 990)	(%9 06)	324 478	308 122	#######################################
Totals	174.346	16.356	(157,990)	(%9.06)	324,478	308.122	#######
					-		
LEASES & RENTALS 512011 Facility Lease	,		ı	%00	,	•	%00
512061 Equipment Rental	•	1	•	0.0%	•	•	0.0%
Totals	1		1	%0'0	1		%0.0
PERSONNEL TOTAL	1,693,974	1,547,813	(146,161)	(8.6%)	1,627,055	79,242	5.1%
NON-PERSONNEL TOTAL	1,519,559	1,538,641	19,082	1.3%	1,693,609	154,968	10.1%
TOTAL OPERATING EXPENSES	3,213,533	3,086,454	(127,079)	(4.0%)	3,320,664	234,210	7.6%

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		June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	crease)
ACCOUNT		FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
LABON	501011 Bus Operator Pay	•	•	,	0.0%	1	•	0.0%
	501013 Bus Operator OT	•		•	%0.0	•	•	%0.0
	501021 Other Salaries	811,804	791,328	(20,476)	(2.5%)	804,530	13,202	1.7%
	501023 Other OT	35,000	36,405	1,405	4.0%	36,405	-	%0.0
	Totals	846,804	827,733	(19,071)	2.3%	840,935	13,202	1.6%
FRINGE BENEFITS								
	502011 Medicare/Soc. Sec.	14,880	14,605	(275)	(1.8%)	14,935	330	2.3%
	502021 Retirement	325,221	337,092	11,871	3.7%	355,260	18,168	5.4%
	502031 Medical Ins	400,612	379,146	(21,466)	(5.4%)	399,030	19,884	5.2%
	502041 Dental Ins	21,175	17,190	(3,985)	(18.8%)	17,412	222	1.3%
	502045 Vision Ins	4,450	4,230	(220)	(4.9%)	4,500	270	6.4%
	502051 Life Ins/AD&D	1,978	1,859	(119)	(%0.9)	1,908	49	2.6%
	502060 State Disability Ins (SDI)	10,541	10,687	146	1.4%	11,224	537	2.0%
	502061 Long Term Disability Ins	7,444	7,578	134	1.8%	7,478	(100)	(1.3%)
	502071 State Unemployment Ins (SUI)	2,016	2,010	(9)	(0.3%)	2,130	120	%0.9
	502081 Worker's Comp Ins	50,042	51,228	1,186	2.4%	52,765	1,537	3.0%
	502101 Holiday Pay	30,067	29,301	(1992)	(2.5%)	29,987	989	2.3%
	502103 Floating Holiday	5,284	8,488	3,204	%9.09	8,722	234	2.8%
	502109 Sick Leave	45,101	43,951	(1,150)	(2.5%)	44,983	1,032	2.3%
	502111 Annual Leave	91,921	90,948	(613)	(1.1%)	98,206	7,258	8.0%
	502121 Other Paid Absence	7,047	6,867	(180)	(5.6%)	7,029	162	2.4%
	502251 Phys. Exams	,	,	ı	%0.0			%0:0
	502253 Driver Lic Renewal	•			%0:0	•	•	%0:0
	502999 Other Fringe Benefits	2,382	4,320	1,938	81.4%	4,335	15	0.3%
	Totals	1,020,162	1,009,500	(10,661)	(1.0%)	1,059,904	50,404	2.0%

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	Customer Service - 1300	ervice - 1300					
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
SERVICES							
503011 Accting/Audit Fees	•	•		%0.0	•	ı	%0.0
503012 Admin/Bank Fees		•	•	%0:0	•	•	%0.0
503031 Prof/Technical Fees	139,364	407,864	268,500	192.7%	416,021	8,157	2.0%
503032 Legislative Services	•		•	%0.0	•	ı	%0.0
503033 Legal Services	•	•	•	%0:0	•		%0.0
503034 Pre-Employment Exams	•		•	%0:0	•	•	%0.0
503041 Temp Help	•		•	%0.0	•	ı	%0.0
503161 Custodial Services	•	1	1	%0.0	•	1	%0:0
503162 Uniforms/Laundry	1,300	3,700	2,400	184.6%	3,774	74	2.0%
503171 Security Services	•			%0.0	•		%0.0
503221 Classified/Legal Ads	•	1	1	%0.0	•	1	%0.0
503222 Legal Ads		•	•	%0:0	•		%0.0
503225 Graphic Services	50,000		(50,000)	(100.0%)	,	1	%0.0
503351 Repair - Bldg & Impr	•		•	%0:0		ı	%0.0
503352 Repair - Equipment	2,000	1,100	(006)	(45.0%)	1,122	22	2.0%
503353 Repair - Rev Vehicle	•	1	1	%0.0	•	ı	%0:0
503354 Repair - Non Rev Vehicle	•	1	1	%0.0	•	ı	%0:0
503363 Haz Mat Disposal	•	•	•	%0.0	•	•	%0.0
Totals	192,664	412,664	220,000	114.2%	420,917	8,253	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	ı	ı	ı	%0.0	ı	ı	%0.0
504012 Fuels & Lubricants - Rev Veh	,	•		%0:0	1	•	%0.0
504021 Tires & Tubes	1	•	•	%0.0	1	1	%0:0
504161 Other Mobile Supplies	1	•	•	%0.0	1	1	%0:0
504191 Rev Vehicle Parts		ı	•	%0.0		1	0.0%

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ACCOUNT	BUDGET FY21	BUDGET FY22	Increase/(Decrease) \$ VAR	ecrease) %VAR	BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	1	•	•	%0.0		1	%0.0
504211 Postage & Mailing	3,500	2,500	(1,000)	(28.6%)	2,550	20	2.0%
504214 Promotional Items	25,000	25,000		%0.0	25,500	200	2.0%
504215 Printing	18,000	29,000	11,000	61.1%	29,580	580	2.0%
504217 Photo Supp/Process	2,000	2,000		%0.0	2,040	40	2.0%
504311 Office Supplies	6,000	5,000	(1,000)	(16.7%)	5,100	100	2.0%
504315 Safety Supplies	•	•	•	%0.0	•	•	%0.0
504316 COVID-19	•	7,840	7,840	100.0%	7,997	157	2.0%
504317 Cleaning Supplies				%0:0	ı		%0:0
504409 Repair/Maint Supplies	1	1	•	%0.0	1		%0:0
504417 Tenant Repairs	•	•	•	%0:0	•	•	%0:0
504421 Non-Inventory Parts	1	•		%0:0	•	•	%0:0
504511 Small Tools	•	•		%0:0		•	%0.0
504515 Employee Tool Replacement	1			%0.0	•		%0:0
Totals	54,500	71,340	16,840	30.9%	72,767	1,427	2.0%
UTILITIES							
505010 Propulsion Power	ı	1	1	%0:0	ı	1	%0.0
505011 Gas & Electric	ı		,	%0.0		•	%0.0
505021 Water & Garbage	•	1	•	%0.0	ı	1	%0:0
505031 Telecommunications	•	650	650	100.0%	663	13	2.0%
Totals	1	029	029	100.0%	663	13	2.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	•	•	1	%0:0	•	1	%0:0
506015 Insurance - PL/PD	ı	•		%0:0	Ī		%0:0
506021 Insurance - Other	1	1	•	%0.0	1		%0.0
506123 Settlement Costs	1	1	•	%0.0	1		%0:0
506127 Repairs - District Prop	•	-	-	%0.0	•	-	%0.0
Totals	•	•	•	%0:0	•		%0:0

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		Customer o	custoffier Service - 1500					
		June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	crease)
ACCOUNT		FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
TAXES					ò			ò
	507001 Fuel Lax	- 000	- a	(1 400)	0.0%	- 677.8	172	0.0%
		000	0,00	(004,1)	0.0%	0,17	7	7.0% 0.0%
	Totals	als 10,000	8,600	(1,400)	(14.0%)	8,772	172	2.0%
MISC EXPENSE								
		1,000	1 (	(1,000)	(100.0%)	1 (	1 (	0.0%
	509081 Advertising - District Promo	15,000	15,000	- 600	%0.0 200 %	15,300	300	2.0%
	500101 Employee Incelline Flogram	76.064	1,200	000,1	000.070	1,224	7 7 7	6.0% %0.0%
		, , ,	000,	(066,0)	(%0.0%) 0.0%	- ,	<u>+</u> ,	%0.0 0.0%
		6,700	5,360	(1,340)	(20.0%)	5,467	107	2.0%
	509125 Local Meeting Expense	300	300		0.0%	306	9	2.0%
	509127 Board Director Fees	•	•	Ī	%0.0	ı	ı	%0:0
	509150 Contributions	1	1	1	%0.0	1	,	%0:0
	509198 Cash Over/Short	1	1	1	%0.0	1	•	%0:0
	509999 Other Misc Expense				%0.0	1		%0:0
	Totals	als 39,264	28,928	(10,336)	(26.3%)	29,506	829	2.0%
INTEREST EXPENSE	SE 511102 Interest Expense	ı	ı	ı	%0.0		ı	%0.0
	Totals			1	%0.0			%0.0
LEASES & RENTALS	S-				ò			ò
	512011 Facility Lease 512061 Equipment Rental	4,000	4,600	-	0.0% 15.0%	4,692	92	0.0% 2.0%
	Totals		4,600	009	15.0%	4,692	92	2.0%
	PERSONNEL TOTAL	۹L 1,866,966	1,837,233	(29,733)	(1.6%)	1,900,839	909'89	3.5%
	NON-PERSONNEL TOTAL	4L 300,428	526,782	226,354	75.3%	537,317	10,535	2.0%
	TOTAL OPERATING EXPENSES	<b>S</b> 2,167,394	2,364,015	196,621	9.1%	2,438,156	74,141	3.1%

	HR - 1400 June-20	June-21			June-21		
ACCOUNT	BUDGET FY21	BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
LABOR 501011 Bus Operator Pav	•		,	%0.0	•		%0.0
501013 Bus Operator OT	ı	ı	1	0.0%	ı	ı	0.0%
501021 Other Salaries	457,005	474,164	17,159	3.8%	496,066	21,902	4.6%
Totals	462,005	479,343	17,338	(3.8%)	501,245	21,902	4.6%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	8,083	8,476	393	4.9%	8,893	417	4.9%
502021 Retirement	181,251	199,720	18,469	10.2%	214,247	14,527	7.3%
502031 Medical Ins	135,927	126,996	(8,931)	(%9.9)	132,690	5,694	4.5%
502041 Dental Ins	6,840	6,858	18	0.3%	6,948	06	1.3%
502045 Vision Ins	1,669	1,692	23	1.4%	1,800	108	6.4%
502051 Life Ins/AD&D	910	910		%0.0	936	26	2.9%
502060 State Disability Ins (SDI)	5,512	5,911	399	7.2%	6,343	432	7.3%
502061 Long Term Disability Ins	3,647	3,854	207	2.7%	3,744	(110)	(5.9%)
502071 State Unemployment Ins (SUI)	756	804	48	6.3%	852	48	%0.9
502081 Worker's Comp Ins	17,662	18,080	418	2.4%	18,623	543	3.0%
502101 Holiday Pay	16,998	17,507	209	3.0%	18,376	869	2.0%
502103 Floating Holiday	10,927	11,496	269	5.2%	12,071	275	2.0%
502109 Sick Leave	25,497	26,260	292	3.0%	27,560	1,300	2.0%
502111 Annual Leave	38,017	45,883	7,866	20.7%	49,762	3,879	8.5%
502121 Other Paid Absence	3,984	4,103	119	3.0%	4,306	203	4.9%
502251 Phys. Exams	,	,		%0:0	ı		%0.0
502253 Driver Lic Renewal	•	•	•	%0:0			%0.0
502999 Other Fringe Benefits	4,062	4,068	9	0.1%	4,074	9	0.1%
Totals	461,741	482,618	20,876	4.5%	511,225	28,607	2.9%

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FNICOO	June-20 BUDGET EV21	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET EV23	Increase/(Decrease)	ecrease)
	7.	77.	<b>(</b>		27-	<b>(</b>	
SERVICES							
503011 Accting/Audit Fees	ı	•		%0.0	•	•	%0.0
503012 Admin/Bank Fees	•		•	%0.0	•	•	%0.0
503031 Prof/Technical Fees	80,000	80,000	•	%0.0	81,600	1,600	2.0%
503032 Legislative Services		ı	•	%0:0		1	%0.0
503033 Legal Services				%0.0	•		%0.0
503034 Pre-Employment Exams	7,450	8,910	1,460	19.6%	9,088	178	2.0%
503041 Temp Help		•		%0.0	•	•	%0.0
503161 Custodial Services		•		%0:0	1	•	%0.0
503162 Uniforms/Laundry		•		%0:0	1	•	%0.0
503171 Security Services				%0.0	•		%0.0
503221 Classified/Legal Ads	14,000	17,400	3,400	24.3%	17,748	348	2.0%
503222 Legal Ads	•		•	%0:0	•	•	%0:0
503225 Graphic Services	ı	•		%0:0	•	•	%0.0
503351 Repair - Bldg & Impr	ı	•		%0:0	•	•	%0.0
503352 Repair - Equipment		•	•	%0.0	•		%0.0
503353 Repair - Rev Vehicle		•	•	%0.0	•		%0.0
503354 Repair - Non Rev Vehicle		•	•	%0.0	•		%0.0
503363 Haz Mat Disposal	1	1	1	%0:0	1	1	%0.0
Totals	101,450	106,310	4,860	4.8%	108,436	2,126	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	ı	•		%0.0	٠	ı	%0:0
504012 Fuels & Lubricants - Rev Veh	ı	•	•	%0:0	•	•	%0:0
504021 Tires & Tubes	ı	ı	•	%0.0	•	ı	%0:0
504161 Other Mobile Supplies	,		•	%0.0	•		%0.0
504191 Rev Vehicle Parts	•	•	1	%0:0	•	•	%0.0
Totals				%0:0	1		%0:0

	HR - 1400 June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	1	1	,	%0:0	1	ı	%0.0
504211 Postage & Mailing				%0.0	ı	•	%0.0
504214 Promotional Items			•	%0.0			%0.0
504215 Printing	3,000	1,000	(2,000)	(%2.99)	1,020	20	2.0%
504217 Photo Supp/Process				%0.0			%0.0
504311 Office Supplies			•	%0.0			%0.0
504315 Safety Supplies	•	•	•	%0.0	•	1	%0:0
504316 COVID-19	•	537	537	100.0%	548	11	2.0%
504317 Cleaning Supplies	•	•	•	%0:0	•	1	%0:0
504409 Repair/Maint Supplies	•	•	•	%0:0	•	1	%0:0
504417 Tenant Repairs	•	•	1	%0:0	•	•	%0.0
504421 Non-Inventory Parts	•		•	%0:0		1	%0:0
504511 Small Tools			1	%0.0		•	%0.0
504515 Employee Tool Replacement	•	1		%0.0			%0.0
Totals	s 3,000	1,537	(1,463)	(48.8%)	1,568	31	2.0%
UTILITIES							
505010 Propulsion Power	ı	ı	1	%0.0	1	ı	%0.0
505011 Gas & Electric	•			%0.0	•	•	%0.0
505021 Water & Garbage	1	1	,	%0:0	1	ı	%0.0
505031 Telecommunications	•	-	-	%0.0	•	•	%0.0
Totals	- S			%0:0			%0.0
CASUALTY & LIABILITY							
506011 Insurance - Property	•	•		%0.0	•	ı	%0.0
506015 Insurance - PL/PD	•	•	•	%0.0	•		%0.0
506021 Insurance - Other	•			%0.0			%0:0
506123 Settlement Costs	•	1	1	%0.0			%0:0
506127 Repairs - District Prop	1	ı		%0.0	1	1	%0.0
Totals	- S			%0:0			%0:0

	HR - 1400						
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
TAXES							
507051 Fuel Tax	ı	•		0.0%	٠	٠	0.0%
507201 Licenses & Permits	•	•	1	%0.0	1	1	%0.0
507999 Other Taxes	-	ı	-	%0:0	•	1	%0.0
Totals	- S	1		%0.0	1	•	%0:0
MISC EXPENSE							
509011 Dues/Subscriptions	3,435	3,660	225	%9:9	3,733	73	2.0%
509081 Advertising - District Promo		1	•	%0:0	•	ı	%0:0
509101 Employee Incentive Program	•	•	1	%0:0	1	1	%0:0
509121 Employee Training	28,040	22,432	(5,608)	(20.0%)	22,881	449	2.0%
509122 BOD Travel	•	•	•	%0:0	,	1	%0.0
509123 Travel	4,000	3,200	(800)	(20.0%)	3,264	64	2.0%
509125 Local Meeting Expense	1,000	1,000	•	%0:0	1,020	20	2.0%
509127 Board Director Fees	•	1	•	%0:0	Ī	•	%0.0
509150 Contributions	•	1	•	%0:0	Ī	•	%0.0
509198 Cash Over/Short	1	1	•	%0:0	•		%0.0
509999 Other Misc Expense	-	1	1	%0.0	1	•	%0.0
Totals	ls 36,475	30,292	(6,183)	(17.0%)	30,898	909	2.0%
INTEREST EXPENSE				ò			ò
Dilioz mierest Expense Totals	 <u>S</u>	.   .	.   .	%0:0 0:0%	.   .	.   .	%0.0 0.0%
LEASES & RENTALS							
512011 Facility Lease	1	•	•	%0.0	•	•	%0.0
512061 Equipment Rental	1	ı	ı	%0:0	ı	ı	%0.0
Totals	<u>-</u>			%0:0			%0:0
PERSONNEL TOTAL	ال 923,746	961,961	38,215	4.1%	1,012,470	50,509	5.3%
NON-PERSONNEL TOTAL	ער 140,925	138,139	(2,786)	(2.0%)	140,902	2,763	2.0%
TOTAL OPERATING EXPENSES	<b>S</b> 1,064,670	1,100,100	35,429	3.3%	1,153,372	53,272	4.8%

	IT - 1500 June-20 RIDGET	June-21 BIIDGET	Increase/(Decrease)	(octobe)	June-21 Blinget	Increased(Decrease)	(escoro
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
LABOK 501011 Bus Operator Pay			,	%00	,	,	%00
501013 Bus Operator OT	ı	1		0.0%	ı	ı	0.0%
501021 Other Salaries	536,560	594,603	58,043	10.8%	550,432	(44,171)	(7.4%)
SU 1023 Other OT Totals	1,052	1,012	(40) 58,003	(3.8%)	1,012	(44,171)	(7.4%)
	ı						
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	9,647	10,671	1,024	10.6%	10,043	(628)	(2.9%)
502021 Retirement	217,947	255,174	37,227	17.1%	247,307	(7,867)	(3.1%)
502031 Medical Ins	96,459	130,728	34,269	35.5%	124,434	(6,294)	(4.8%)
502041 Dental Ins	6,143	5,773	(370)	(%0.9)	5,376	(397)	(%6.9)
502045 Vision Ins	1,530	1,644	114	7.5%	1,500	(144)	(8.8%)
502051 Life Ins/AD&D	922	994	39	4.1%	924	(20)	(4.0%)
	5,977	6,723	746	12.5%	6,492	(231)	(3.4%)
502061 Long Term Disability Ins	4,199	4,338	139	3.3%	3,744	(594)	(13.7%)
502071 State Unemployment Ins (SUI)	756	804	48	6.3%	710	(94)	(11.7%)
502081 Worker's Comp Ins	14,718	18,080	3,362	22.8%	18,623	543	3.0%
502101 Holiday Pay	20,439	22,051	1,612	7.9%	20,708	(1,343)	(6.1%)
502103 Floating Holiday	19,297	20,097	800	4.1%	20,366	269	1.3%
502109 Sick Leave	30,659	33,078	2,419	7.9%	31,065	(2,013)	(6.1%)
502111 Annual Leave	52,524	59,954	7,430	14.1%	64,154	4,200	7.0%
502121 Other Paid Absence	4,790	5,167	377	7.9%	4,853	(314)	(6.1%)
502251 Phys. Exams	,	•	Ī	%0.0	Í	,	%0.0
502253 Driver Lic Renewal	•		ı	%0.0	ı	•	%0.0
502999 Other Fringe Benefits	5,999	6,013	14	0.2%	5,995	(18)	(0.3%)
Totals	492,038	581,289	89,250	18.1%	566,294	(14,995)	(2.6%)

	IT - 1500 June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
SERVICES							
503011 Accting/Audit Fees	ı	1	1	%0.0	•	•	%0:0
503012 Admin/Bank Fees	•	•	•	%0.0			%0.0
503031 Prof/Technical Fees	000'9	6,000	1	%0.0	6,120	120	2.0%
503032 Legislative Services	. '	. '	,	%0:0	. '		%0.0
503033 Legal Services	•			%0.0	1		%0.0
503034 Pre-Employment Exams	•	•	•	%0.0	•		%0.0
503041 Temp Help				%0.0			%0:0
503161 Custodial Services				%0.0			%0:0
503162 Uniforms/Laundry		•	•	%0.0	•		%0.0
503171 Security Services			•	%0.0			%0:0
503221 Classified/Legal Ads		•	•	%0.0	•		%0.0
503222 Legal Ads				%0:0	•	•	%0.0
503225 Graphic Services				%0:0	•	•	%0.0
503351 Repair - Bldg & Impr	•			%0.0			%0.0
503352 Repair - Equipment	328,500	365,815	37,315	11.4%	379,601	13,786	3.8%
503353 Repair - Rev Vehicle	ı	1	1	%0.0	•	•	%0.0
503354 Repair - Non Rev Vehicle				%0.0	•	•	%0.0
503363 Haz Mat Disposal	ı	•	ı	%0:0	•	1	%0.0
Totals	334,500	371,815	37,315	11.2%	385,721	13,906	3.7%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	•	1	ı	%0.0	,	•	%0:0
504012 Fuels & Lubricants - Rev Veh	ı	•	•	%0.0	•		%0.0
504021 Tires & Tubes	•	•	•	%0.0			%0.0
504161 Other Mobile Supplies				%0.0			%0.0
504191 Rev Vehicle Parts	1	•	Ī	%0.0	-	1	%0.0
Totals				%0.0			%0:0

ACCOUNT	T - 1500 June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SUPPLIES				i			į
504205 Freight Out				%0.0		•	%0:0
504211 Postage & Mailing	•	ı	•	%0:0	ı	ı	%0.0
504214 Promotional Items	•	ı		%0.0	•	1	%0.0
504215 Printing	•	1		%0.0	•		%0.0
504217 Photo Supp/Process	•			%0.0			%0.0
504311 Office Supplies	30,800	30,700	(100)	(0.3%)	31,314	614	2.0%
504315 Safety Supplies	•			%0.0			%0.0
504316 COVID-19	1	8,564	8,564	100.0%	8,735	171	2.0%
504317 Cleaning Supplies				%0.0		•	%0:0
504409 Repair/Maint Supplies	•	•		%0.0	•	•	%0.0
504417 Tenant Repairs	•			%0.0			%0.0
504421 Non-Inventory Parts	•	•		%0.0	•		%0.0
504511 Small Tools	•			%0.0	•		0.0%
504515 Employee Tool Replacement	•	•		%0.0	•	1	%0.0
Totals	30,800	39,264	8,464	27.5%	40,049	785	2.0%
UTILITIES							
505010 Propulsion Power	ı	ı	ı	%0.0	ı	,	%0.0
505011 Gas & Electric	ı	1	ı	%0:0		ı	%0.0
505021 Water & Garbage	•	ı	•	%0.0			%0.0
505031 Telecommunications	•	-	1	%0.0	•	1	%0.0
Totals				%0:0			%0:0
CASUALTY & LIABILITY							
506011 Insurance - Property	•	1	ı	%0.0	1	•	%0.0
506015 Insurance - PL/PD	•	ı		%0.0	1	1	%0.0
506021 Insurance - Other	1	1	1	%0.0	ı	1	%0.0
506123 Settlement Costs	1	•	•	%0.0	1	•	%0.0
506127 Repairs - District Prop	1	-	1	%0:0		•	%0.0
Totals		,		%0.0		ı	%0.0

	June-20	June-21			June-21	(03602000))03602001	(00000000000000000000000000000000000000
ACCOUNT	FY21	FY22	* VAR	%VAR	FY23	* VAR	%VAR
TAXES							
507051 Fuel Tax	ı	1		%0:0	•	,	%0:0
507201 Licenses & Permits	ı	ı	1	%0:0	ı	ı	%0:0
507999 Other Taxes	•	1	•	%0:0	•	•	%0.0
Totals		1		%0:0	•	•	%0:0
MISC EXPENSE							
509011 Dues/Subscriptions	1	ı	1	%0:0	1	ı	%0.0
509081 Advertising - District Promo	ī	ı	ı	%0:0	1	,	%0:0
509101 Employee Incentive Program	i		1	%0:0	1	1	%0:0
509121 Employee Training	1,100	880	(220)	(20.0%)	868	18	2.0%
509122 BOD Travel		,		%0.0	1	1	%0.0
509123 Travel	2,000	1,600	(400)	(20.0%)	1,632	32	2.0%
509125 Local Meeting Expense	•	•		%0:0	•		%0:0
509127 Board Director Fees	•	•		%0:0			%0.0
509150 Contributions		1		%0:0	1	•	%0.0
509198 Cash Over/Short	•	•	•	%0:0			%0.0
509999 Other Misc Expense	1	1	•	%0:0	•	•	%0.0
Totals	3,100	2,480	(620)	(20.0%)	2,530	20	2.0%
INTEREST EXPENSE				(			
511102 Interest Expense	1	•	•	0.0%	•	•	0.0%
Totals	1		1	%0.0	•		%0.0
LEASES & RENTALS							
512011 Facility Lease	1		•	%0.0	•	•	0.0%
512061 Equipment Kental	1			0.0%		1	0.0%
Totals	1		•	%0:0			%0:0
PERSONNEL TOTAL	. 1,029,650	1,176,904	147,254	14.3%	1,117,738	(59,166)	(2.0%)
NON-PERSONNEL TOTAL	. 368,400	413,559	45,159	12.3%	428,300	14,741	3.6%
TOTAL OPERATING EXPENSES	1,398,050	1,590,463	192,413	13.8%	1,546,038	(44,425)	(2.8%)

	Planning Grants - 1600 June-20 June-21	June-21			June-21		
ACCOUNT	FY21	FY22	increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	BUDGE! FY23	increase/(Decrease) \$ VAR %VAR	%VAR
LABOR							
501011 Bus Operator Pay				%0.0	ı		%0:0
501013 Bus Operator OT	•	,	•	%0:0	ı	1	%0:0
501021 Other Salaries	448,323	412,963	(35,360)	(%6.7)	416,468	3,505	%8.0
501023 Other OT	10,118	9,204	(914)	(%0.6)	9,204	-	%0.0
Totals	458,441	422,167	(36,274)	%6'.	425,672	3,505	%8.0
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	8,018	7,413	(605)	(7.5%)	7,516	103	1.4%
502021 Retirement	178,112	174,314	(3,798)	(2.1%)	182,100	7,786	4.5%
502031 Medical Ins	145,184	129,492	(15,692)	(10.8%)	136,056	6,564	5.1%
502041 Dental Ins	7,283	6,750	(233)	(7.3%)	6,840	06	1.3%
502045 Vision Ins	1,669	1,410	(259)	(15.5%)	1,500	06	6.4%
502051 Life Ins/AD&D	806	689	(117)	(14.5%)	708	19	2.8%
	5,592	5,284	(308)	(2.5%)	5,473	189	3.6%
502061 Long Term Disability Ins	3,276	2,892	(384)	(11.7%)	2,808	(84)	(2.9%)
502071 State Unemployment Ins (SUI)	756	029	(98)	(11.4%)	710	40	%0.9
502081 Worker's Comp Ins	17,662	18,080	418	2.4%	18,623	543	3.0%
502101 Holiday Pay	16,643	15,223	(1,420)	(8.2%)	15,436	213	1.4%
502103 Floating Holiday	5,674	5,844	170	3.0%	6,136	292	2.0%
502109 Sick Leave	24,964	22,835	(2,129)	(8.5%)	23,154	319	1.4%
502111 Annual Leave	43,355	41,624	(1,731)	(4.0%)	44,417	2,793	%2'9
502121 Other Paid Absence	3,901	3,568	(333)	(8.5%)	3,618	20	1.4%
502251 Phys. Exams	1	ı	•	%0:0	ı	ı	%0.0
502253 Driver Lic Renewal	•		•	%0:0			%0.0
502999 Other Fringe Benefits	6,112	2,090	(4,022)	(65.8%)	2,095	5	0.5%
Totals	469,007	438,178	(30,829)	(%9:9)	457,190	19,012	4.3%

	Planning Grants - 1600	ants - 1600					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SERVICES							
503011 Accting/Audit Fees	ı	ı	1	%0:0	1	ı	%0:0
503012 Admin/Bank Fees	•		•	%0:0	•		%0.0
503031 Prof/Technical Fees	300,000	212,250	(87,750)	(29.3%)	216,495	4,245	2.0%
503032 Legislative Services	. '	. '	. '	0.0%			%0.0
503033 Legal Services	٠	•	•	%0.0	•	•	%0.0
503034 Pre-Employment Exams	•			%0.0	•	•	%0.0
503041 Temp Help	•			%0.0	•	•	%0.0
503161 Custodial Services				%0.0	•		%0.0
503162 Uniforms/Laundry	•			%0.0	•	•	%0.0
503171 Security Services	•		•	%0.0	•	•	%0.0
503221 Classified/Legal Ads	•		•	%0:0	•	1	%0:0
503222 Legal Ads	ı	Į	1	%0.0	1	1	%0.0
503225 Graphic Services	ı		1	%0.0	1	1	%0.0
503351 Repair - Bldg & Impr	•	•	•	%0.0	•	•	%0.0
503352 Repair - Equipment	•		•	%0:0	•		%0.0
503353 Repair - Rev Vehicle	1	1	ı	%0.0	1	ı	%0:0
503354 Repair - Non Rev Vehicle			•	%0.0	1		%0:0
503363 Haz Mat Disposal	1	1	1	%0.0	1	•	%0.0
Totals	300,000	212,250	(87,750) (29.3%)	(29.3%)	216,495	4,245	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	ı	٠	,	%0.0	ı	ı	%0:0
504012 Fuels & Lubricants - Rev Veh	ı	ı	1	%0:0	1	ı	%0:0
504021 Tires & Tubes	1	ı	ı	%0.0		ı	%0:0
504161 Other Mobile Supplies			•	%0.0	•		%0.0
504191 Rev Vehicle Parts	1	•	•	%0.0	1	-	%0.0
Totals				%0:0		1	%0.0

	Planning Grants - 1600	ants - 1600					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
011100110000111111111111111111111111111							
OTHER MATERIALS & SOFFLIES 504205 Freight Out				%0.0			%0.0
504211 Postage & Mailing	•	ı	•	%0:0	•		%0.0
504214 Promotional Items	1	1	1	%0.0	1	1	%0.0
504215 Printing	15,000	15,000	•	%0:0	15,300	300	2.0%
504217 Photo Supp/Process		. •	•	%0:0	. •	•	%0.0
504311 Office Supplies	•	•	•	0.0%	•	•	%0.0
504315 Safety Supplies	•	•	•	%0.0	•	•	%0.0
504316 COVID-19	•	1,433	1,433	100.0%	1,462	29	2.0%
504317 Cleaning Supplies	•	•	•	0.0%	•	•	%0.0
504409 Repair/Maint Supplies	•	•	•	%0.0	•	•	%0.0
504417 Tenant Repairs				%0.0			%0.0
504421 Non-Inventory Parts	•	•	•	%0.0	•	•	%0.0
504511 Small Tools	•		•	%0.0	•	1	%0.0
504515 Employee Tool Replacement	•	•	•	%0:0	•		%0.0
Totals	15,000	16,433	1,433	%9.6	16,762	329	2.0%
UTILITIES							
505010 Propulsion Power	ı	•	•	%0.0	•		%0.0
505011 Gas & Electric	•	1	•	%0.0	1	1	%0.0
505021 Water & Garbage	•	1	•	%0.0	1	1	%0.0
505031 Telecommunications	•	-	•	%0.0	•	-	%0.0
Totals	'			%0:0			%0.0
CASUALTY & LIABILITY							
506011 Insurance - Property	1	1	1	%0:0	1	1	%0.0
506015 Insurance - PL/PD	1	1	1	%0:0	1		%0.0
506021 Insurance - Other	1	1	1	%0:0	1		%0.0
506123 Settlement Costs	1	1	1	%0.0	1	1	%0.0
506127 Repairs - District Prop	-	-	-	%0:0	-	-	%0.0
Totals		1		%0.0	1	•	%0.0

Permits							
507051 Fuel Tax 507201 Licenses & Permits	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
507201 Licenses & Permits	,	•	•	0.0%	,	•	%0.0
H ::		•	,	%0.0		,	%0.0
507999 Other Taxes	•	-	•	%0.0	-	-	%0.0
Totals	1	1		%0:0			%0:0
MISC EXPENSE							
509011 Dues/Subscriptions		1	•	%0.0		1	%0.0
509081 Advertising - District Promo		•	•	%0.0	1		%0:0
509101 Employee Incentive Program		ī	1	%0:0	Ī	1	%0:0
509121 Employee Training	4,500	009'9	2,100	46.7%	6,732	132	2.0%
509122 BOD Travel		ı	1	%0:0	Ī	1	%0:0
509123 Travel	6,500	7,954	1,454	22.4%	8,113	159	2.0%
509125 Local Meeting Expense		ı	1	%0:0	Ī	1	%0:0
509127 Board Director Fees		ı	ı	%0.0	ı	ı	%0:0
509150 Contributions		•		%0.0	Ì		%0:0
509198 Cash Over/Short	•	1	,	%0.0	Ī		%0:0
509999 Other Misc Expense		-	•	%0.0	•	-	%0.0
Totals	11,000	14,554	3,554	32.3%	14,845	291	2.0%
INTEREST EXPENSE 511102 Interest Expense			•	%0:0	•		0.0%
Totals				%0:0			%0:0
LEASES & RENTALS 512011 Facility Lease		, ,	1 1	%0.0			%0.0
Totals				%0:0 0:0%			%0.0 0.0%
PERSONNEL TOTAL	927,447	860,345	(67,102)	(7.2%)	882,862	22,517	2.6%
NON-PERSONNEL TOTAL	326,000	243,237	(82,763)	(25.4%)	248,102	4,865	2.0%
TOTAL OPERATING EXPENSES 1,	,253,447	1,103,582	(149,865)	(12.0%)	1,130,964	27,382	2.5%

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

District Counsel - 1700

ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
LABOR							
501011 Bus Operator Pay	•	,		%0:0	1	1	%0:0
501013 Bus Operator OT	•	•	1	%0:0	•	1	%0.0
501021 Other Salaries		•		%0.0		•	%0.0
501023 Other OT	•	1	•	%0.0	•	•	%0.0
Totals	•	1	1	%0'0	•	1	%0.0
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.		•		%0.0	•	•	%0.0
502021 Retirement	•	•		%0.0		1	%0.0
502031 Medical Ins	•		•	%0.0	•	1	%0.0
502041 Dental Ins	•	•		%0:0	•	1	%0:0
502045 Vision Ins	1	1	1	%0.0		1	%0.0
502051 Life Ins/AD&D	•	•	•	%0.0	•	•	%0:0
502060 State Disability Ins (SDI)	1	1	1	%0.0		1	%0.0
502061 Long Term Disability Ins	1	•	•	%0.0	1	1	%0:0
502071 State Unemployment Ins (SUI)	•	•	•	%0.0	•	1	%0:0
502081 Worker's Comp Ins	•	•	•	%0.0		1	%0.0
502101 Holiday Pay	•			%0.0		1	%0.0
502103 Floating Holiday	•	,	,	%0.0			%0.0
502109 Sick Leave	ı	•	1	%0:0	•	1	%0.0
502111 Annual Leave	1	•	•	%0:0	•	ı	%0.0
502121 Other Paid Absence	1	•	•	%0.0	•	ı	%0:0
502251 Phys. Exams	1	•	•	%0.0	•	ı	%0:0
502253 Driver Lic Renewal	•	•	1	%0.0	•	1	%0.0
502999 Other Fringe Benefits	-	•	-	%0.0	•	-	%0.0
Totals		1	1	%0'0	1	•	%0.0

	District Counsel - 1700	าsel - 1700					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SERVICES							
503011 Accting/Audit Fees	,		,	%0.0	,		%0.0
503012 Admin/Bank Fees	•		•	%0.0		1	%0:0
503031 Prof/Technical Fees	6,000	3,000	(3,000)	(20.0%)	3,060	09	2.0%
503032 Legislative Services		•		%0.0	•	•	%0.0
503033 Legal Services	400,000	400,000		%0.0	408,000	8,000	2.0%
503034 Pre-Employment Exams	•		ı	%0.0	ı	•	%0.0
503041 Temp Help	•	•	•	%0.0	•	•	%0:0
503161 Custodial Services	•	•	•	%0.0	•	•	%0:0
503162 Uniforms/Laundry	•			%0.0	•	•	%0.0
503171 Security Services	•			%0.0	•	•	%0.0
503221 Classified/Legal Ads	•	•		%0:0	•	•	%0.0
503222 Legal Ads		ı	ı	%0.0			%0.0
503225 Graphic Services		1	ı	%0.0			%0:0
503351 Repair - Bldg & Impr		1	ı	%0.0	1	•	%0:0
503352 Repair - Equipment		1	ı	%0.0	•		%0:0
503353 Repair - Rev Vehicle	•	•	•	%0.0		•	%0:0
503354 Repair - Non Rev Vehicle	•	•		%0.0	•	•	%0.0
503363 Haz Mat Disposal	1	Ī	1	%0.0	•	-	%0.0
Totals	406,000	403,000	(3,000)	(%2'0)	411,060	8,060	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	,		ı	%0.0	,		%0.0
504012 Fuels & Lubricants - Rev Veh	ı	1	ı	%0.0	ı	1	%0:0
504021 Tires & Tubes	ı	1	ı	%0:0	1	ı	%0:0
504161 Other Mobile Supplies	•		1	%0.0	ı	1	%0.0
504191 Rev Vehicle Parts	•	-	•	%0.0	•	-	%0.0
Totals				%0.0		•	%0.0

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

District Counsel - 1700

	June-20	June-21	(Decree)	(occoso)	June-21	Increased/(Decrease)	(03601)
ACCOUNT	FY21	FY22	* VAR	%VAR	FY23	* VAR	%VAR
OTHER MATERIALS & SUPPLIES							
504205 Freight Out		ı	•	%0.0	Į	•	%0.0
504211 Postage & Mailing	•	•	1	%0.0	•	1	%0.0
504214 Promotional Items	·		•	%0.0	ı	•	%0.0
504215 Printing	•		•	%0.0	•	•	%0.0
504217 Photo Supp/Process	•		•	0.0%	•	1	%0.0
504311 Office Supplies	•		•	%0:0	•	•	%0.0
504315 Safety Supplies	•		•	%0:0	•	1	%0.0
504316 COVID-19	•		•	%0:0	•	•	%0.0
504317 Cleaning Supplies	•		•	%0:0	•	•	%0.0
504409 Repair/Maint Supplies				%0:0		•	%0.0
504417 Tenant Repairs		•		%0:0		•	%0.0
504421 Non-Inventory Parts	•		•	%0.0	•	•	%0.0
504511 Small Tools	•		1	%0.0	•	1	%0.0
504515 Employee Tool Replacement	1	Ī	Ī	%0.0	Ī	1	%0.0
Totals		1	1	%0:0	•		%0:0
UTILITIES							
505010 Propulsion Power	ı		1	%0.0	ı	1	%0.0
505011 Gas & Electric			ı	%0.0	•	1	%0.0
505021 Water & Garbage			•	%0.0		•	%0:0
505031 Telecommunications	-	1	-	%0.0	•	-	%0.0
Totals		1	1	%0:0			%0:0
CASUALTY & LIABILITY							
506011 Insurance - Property	•		1	%0:0	•	•	%0.0
506015 Insurance - PL/PD			ı	%0:0	ı	1	%0.0
506021 Insurance - Other	•		1	%0:0	•	•	%0.0
506123 Settlement Costs			1	%0:0		•	%0:0
506127 Repairs - District Prop	•	1	•	%0.0	•	•	%0.0
Totals	1	1	1	%0'0	1	1	%0.0

	District Counsel - 1700	nsel - 1700					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
0 II > < +							
177E3 507051 Fuel Tax	•		·	0.0%	•	ı	%0:0
507201 Licenses & Permits	ı	,		%0.0	ı		0.0%
507999 Other Taxes	-	-	-	%0.0	•	-	%0.0
Totals	s	1	1	%0.0		1	%0.0
MISC EXPENSE							
509011 Dues/Subscriptions		•		%0.0	ı	1	%0.0
509081 Advertising - District Promo	ı	•	Ī	%0:0	1	1	%0.0
509101 Employee Incentive Program	•	1	ı	%0:0	1	•	%0.0
509121 Employee Training	•		ı	%0.0	ı	•	%0.0
509122 BOD Travel	•	•	ı	%0.0	1	•	%0.0
509123 Travel	•	•	ı	%0.0		1	%0.0
509125 Local Meeting Expense	•	•	ı	%0:0		1	%0.0
509127 Board Director Fees	1	•		%0.0	•	•	%0.0
509150 Contributions	•	•		%0.0		1	%0.0
509198 Cash Over/Short	•	•		%0.0		1	%0:0
509999 Other Misc Expense	•	•	1	0.0%	•	•	%0.0
Totals	s	1	1	%0:0	1	1	%0.0
INTEREST EXPENSE 511102 Interest Expense		•		0.0%			0.0%
Totals	S			%0:0			%0.0
LEASES & RENTALS							
512011 Facility Lease 512061 Equipment Rental				%0.0			%0.0 0.0%
Totals	, S			%0.0			%0.0
PERSONNEL TOTAL		•	•	%0.0	ı	•	%0.0
NON-PERSONNEL TOTAL	L 406,000	403,000	(3,000)	(%2.0)	411,060	8,060	2.0%
TOTAL OPERATING EXPENSES	\$ 406,000	403,000	(3,000)	(0.7%)	411,060	8,060	2.0%

	Risk Mgmt - 1800	1800					
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
LABOR 501011 Bus Operator Pay	,		,	%00	,		%00
501013 Bus Operator OT	,	•	•	%0:0	,	•	%0:0
501021 Other Salaries	174,646	181,474	6,828	3.9%	186,648	5,174	2.9%
501023 Other OT	250	251	1	0.4%	251	-	%0.0
Totals	174,896	181,725	6,829	(3.9%)	186,899	5,174	2.8%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	3,050	3,201	151	2.0%	3,291	06	2.8%
502021 Retirement	68,934	76,562	7,628	11.1%	81,064	4,502	2.9%
502031 Medical Ins	27,066	9,786	(17,280)	(63.8%)	10,080	294	3.0%
502041 Dental Ins	2,723	2,286	(437)	(16.0%)	2,316	30	1.3%
502045 Vision Ins	256	564	80	1.4%	009	36	6.4%
502051 Life Ins/AD&D	338	234	(104)	(30.8%)	240	9	2.6%
502060 State Disability Ins (SDI)	2,167	2,342	175	8.1%	2,474	132	2.6%
502061 Long Term Disability Ins	1,371	1,440	69	2.0%	1,404	(36)	(2.5%)
502071 State Unemployment Ins (SUI)	252	268	16	6.3%	284	16	%0.9
502081 Worker's Comp Ins	5,883	6,027	144	2.4%	6,208	181	3.0%
502101 Holiday Pay	6,465	6,643	178	2.8%	6,826	183	2.8%
502103 Floating Holiday	4,900	5,047	147	3.0%	5,298	251	2.0%
502109 Sick Leave	6,697	996'6	269	2.8%	10,240	274	2.7%
502111 Annual Leave	12,878	15,826	2,948	22.9%	16,077	251	1.6%
502121 Other Paid Absence	1,515	1,557	42	2.8%	1,600	43	2.8%
502251 Phys. Exams	1		,	%0.0			%0:0
502253 Driver Lic Renewal	•	ı	•	%0.0	•		%0.0
502999 Other Fringe Benefits	6,004	6,006	2	%0.0	6,008	2	%0.0
Totals	153,799	147,755	(6,044)	(3.9%)	154,010	6,255	4.2%

	Risk Mgmt - 1800	1800					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SERVICES							
503011 Accting/Audit Fees	1	ı	ı	0.0%	ı	ı	0.0%
503012 Admin/Bank Fees	,	1		%0.0	,	1	%0.0
503031 Prof/Technical Fees	30,200	30,200		%0.0	30,804	604	2.0%
503032 Legislative Services	. •		•	%0.0	1	•	%0.0
503033 Legal Services	•			%0.0	•	•	%0.0
503034 Pre-Employment Exams				%0.0	•	•	%0.0
503041 Temp Help	•		1	%0.0	1	•	%0.0
503161 Custodial Services	•		1	%0.0	1	•	%0.0
503162 Uniforms/Laundry				%0.0	•		%0.0
503171 Security Services	593,789	593,789		%0.0	605,665	11,876	2.0%
503221 Classified/Legal Ads	•		1	%0.0	1	•	%0.0
503222 Legal Ads			•	%0:0	•	•	%0:0
503225 Graphic Services	1	ı	1	%0.0	•	1	%0.0
503351 Repair - Bldg & Impr			1	%0:0	•	1	%0.0
503352 Repair - Equipment	•		1	%0:0	•	1	%0:0
503353 Repair - Rev Vehicle	•		1	%0:0	•	1	%0.0
503354 Repair - Non Rev Vehicle	•		1	%0:0	•	1	%0.0
503363 Haz Mat Disposal	1	•	•	%0.0	•	1	%0.0
Totals	623,989	623,989		%0:0	636,469	12,480	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh				%0.0			%0.0
504012 Fuels & Lubricants - Rev Veh		•		%0.0	•	•	%0.0
504021 Tires & Tubes		ı	1	%0:0	•	•	%0.0
504161 Other Mobile Supplies		ı	1	%0:0	ı	•	%0:0
504191 Rev Vehicle Parts	•	1	-	%0.0	1	1	%0.0
Totals	,	1		%0:0	1	1	%0:0

	Risk Mgmt - 1800	1800					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SUIPPLIES							
504205 Freight Out	,	ı	•	%0.0	•	٠	%0.0
504211 Postage & Mailing	•	,	•	%0:0	•	•	%0.0
504214 Promotional Items	•			0.0%	1	•	%0.0
504215 Printing	5,000	3,000	(2,000)	(40.0%)	3,060	09	2.0%
504217 Photo Supp/Process	•		•	%0.0			%0.0
504311 Office Supplies	•		•	%0.0	•	•	%0.0
504315 Safety Supplies	3,500	2,700	(800)	(22.9%)	2,754	54	2.0%
504316 COVID-19	•	15,367	15,367	100.0%	15,674	307	2.0%
504317 Cleaning Supplies	•	•	•	%0.0	•	•	%0:0
504409 Repair/Maint Supplies	•			%0:0			%0.0
504417 Tenant Repairs	•			%0.0		•	%0:0
504421 Non-Inventory Parts	•		•	%0:0	•		%0:0
504511 Small Tools			•	%0.0	1		%0.0
504515 Employee Tool Replacement		1	•	%0:0	•	ı	%0.0
Totals	8,500	21,067	12,567	147.8%	21,488	421	2.0%
UTILITIES							
505010 Propulsion Power	٠	ı	,	%0:0	ı	•	%0.0
505011 Gas & Electric	1	ı	ı	%0:0	ı	ı	%0.0
505021 Water & Garbage	•	•	1	%0:0	ı		%0.0
505031 Telecommunications	1	1	1	%0:0	•	1	%0.0
Totals				%0.0			%0.0
CASUALTY & LIABILITY							
506011 Insurance - Property	1	ı	1	%0:0	1	1	%0.0
506015 Insurance - PL/PD	•			%0:0	ı	•	%0:0
506021 Insurance - Other	1	1	ı	%0:0	ı	1	%0:0
506123 Settlement Costs	150,000	150,000	•	%0.0	153,000	3,000	2.0%
50612/ Repairs - District Prop		1 (0		0.0%	1 (0	1 (0	0.0%
lotals	150,000	150,000		%0:0	153,000	3,000	2.0%

	Risk Mgmt - 1800	1800					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
TAXES							
507051 Fuel Tax	ı	ı		%0.0		٠	%0.0
507201 Licenses & Permits	ı	ı	•	%0.0	•		%0:0
507999 Other Taxes	1	•		0.0%	•	•	%0.0
Totals				%0:0			%0.0
MISC EXPENSE							
509011 Dues/Subscriptions	400	400		%0.0	408	80	2.0%
	•	•	•	%0.0	•	•	%0.0
	3,000	3,000	•	%0.0	3,060	09	2.0%
	7,200	2,760	(1,440)	(20.0%)	5,875	115	2.0%
509122 BOD Travel	•		1	%0.0	1		%0.0
509123 Travel	8,920	968'9	(2,024)	(22.7%)	7,034	138	2.0%
	•		1	%0.0	1		%0.0
509127 Board Director Fees	•		1	%0.0	1		%0.0
509150 Contributions	•	•	•	%0.0	•	•	%0.0
509198 Cash Over/Short	•		•	%0.0			%0.0
509999 Other Misc Expense	•	-	1	%0.0	-	-	%0.0
Totals	19,520	16,056	(3,464)	(17.7%)	16,377	321	2.0%
INTEREST EXPENSE				ò			ò
STITIOZ Interest Expense		•	•	0.0%	•	•	0.0%
				0.0			9
LEASES & RENTALS 512011 Facility Lease				%U U			%U U
512061 Equipment Rental	•	•	•	%0:0 0:0%	•	1	%0:0
Totals			1	%0.0			%0.0
PERSONNEL TOTAL	328,695	329,480	785	0.2%	340,909	11,429	3.5%
NON-PERSONNEL TOTAL	802,009	811,112	9,103	1.1%	827,334	16,222	2.0%
TOTAL OPERATING EXPENSES	1,130,704	1,140,592	9,888	%6:0	1,168,243	27,651	2.4%

	Purchasing - 1900	. 1900					
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
501011 Bus Operator Pav		•		0.0%			%0:0
501013 Bus Operator OT	ı	ı	1	0.0%	1	ı	0.0%
501021 Other Salaries	413,073	420,376	7,303	1.8%	441,076	20,700	4.9%
501023 Other OT	1,812	1,866	54	3.0%	1,865	(1)	(0.1%)
Totals	414,886	422,242	7,357	(1.8%)	442,941	20,699	4.9%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	7,379	7,552	173	2.3%	7,939	387	5.1%
502021 Retirement	166,381	180,175	13,794	8.3%	195,145	14,970	8.3%
502031 Medical Ins	205,194	144,582	(60,612)	(29.5%)	151,716	7,134	4.9%
502041 Dental Ins	6,398	7,146	748	11.7%	7,236	06	1.3%
502045 Vision Ins	1,947	1,974	27	1.4%	2,100	126	6.4%
502051 Life Ins/AD&D	924	923	1	(0.1%)	948	25	2.7%
502060 State Disability Ins (SDI)	5,242	5,526	284	5.4%	5,969	443	8.0%
502061 Long Term Disability Ins	3,500	3,626	126	3.6%	3,643	17	0.5%
502071 State Unemployment Ins (SUI)	882	938	99	6.3%	994	99	%0.9
502081 Worker's Comp Ins	26,493	24,107	(2,386)	(%0.6)	24,830	723	3.0%
502101 Holiday Pay	15,603	15,843	240	1.5%	16,654	811	5.1%
502103 Floating Holiday	4,097	4,432	335	8.2%	4,873	441	10.0%
502109 Sick Leave	23,405	23,766	361	1.5%	24,981	1,215	5.1%
502111 Annual Leave	47,268	50,803	3,535	7.5%	54,221	3,418	%2'9
502121 Other Paid Absence	3,657	3,713	99	1.5%	3,903	190	5.1%
502251 Phys. Exams	ı	•	ı	%0.0	ı	ı	%0:0
502253 Driver Lic Renewal	ı	ı	•	%0:0	1	ı	%0:0
502999 Other Fringe Benefits	2,139	2,146	7	0.3%	2,153	7	0.3%
Totals	520,510	477,252	(43,257)	(8.3%)	502,305	30,053	6.3%

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ACCOUNT	BUDGET FY21	BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR	BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SERVICES							
503011 Accting/Audit Fees		,	•	%0:0	ı	1	%0.0
503012 Admin/Bank Fees	ı	•	•	%0:0	•		%0.0
503031 Prof/Technical Fees	ı	•	•	%0:0	•		%0.0
503032 Legislative Services	•	•	•	%0:0	1		%0:0
503033 Legal Services		•	•	%0.0	•		%0.0
503034 Pre-Employment Exams		•	•	%0.0	1		%0.0
503041 Temp Help		•	•	%0.0	1		%0.0
503161 Custodial Services			•	%0:0	•		%0:0
503162 Uniforms/Laundry	2,000	2,000	ı	%0:0	2,040	40	2.0%
503171 Security Services		1	1	%0:0	1	1	%0.0
503221 Classified/Legal Ads	1,200	1,200	ı	%0:0	1,224	24	2.0%
503222 Legal Ads	ı	ı	•	%0:0	•		%0.0
503225 Graphic Services	ı	1	•	%0:0	•		%0.0
503351 Repair - Bldg & Impr	1	•	1	%0:0	•		%0.0
503352 Repair - Equipment	•	•	•	%0:0	1	•	%0.0
503353 Repair - Rev Vehicle	•	•	•	%0.0	1	•	%0.0
503354 Repair - Non Rev Vehicle	ı	ı	•	%0.0		1	%0.0
503363 Haz Mat Disposal	1	1	1	%0.0	1	1	%0.0
Totals	3,200	3,200	•	%0:0	3,264	64	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	ı	•	ı	%0.0	ı	1	%0.0
504012 Fuels & Lubricants - Rev Veh	1	1	,	%0.0	•	•	%0.0
504021 Tires & Tubes	ı	ı	•	%0:0	ı	ı	%0.0
504161 Other Mobile Supplies	ı	•	ı	%0.0	1	1	%0.0
504191 Rev Vehicle Parts	•	•	1	%0:0	1	-	%0:0
Totals		1	1	%0'0		1	%0:0

_	Purchasing - 1900	- 1900					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SELIGGIES OS INIGERAM GENERO							
OTHER MALERIALS & SOFTLIES 504205 Freight Out	•		٠	0.0%		•	%0.0
504211 Postage & Mailing	100	100	ı	%0.0	102	2	2.0%
504214 Promotional Items	,	ı	ı	%0.0	,	,	%0.0
504215 Printing	200	200	•	%0.0	204	4	2.0%
504217 Photo Supp/Process	•	•	•	%0.0	•		%0.0
504311 Office Supplies	1,500	1,500	•	%0.0	1,530	30	2.0%
504315 Safety Supplies	1		1	%0.0	•		%0.0
504316 COVID-19				%0:0			%0.0
504317 Cleaning Supplies				%0:0			%0.0
504409 Repair/Maint Supplies	•	•	•	%0:0	•		%0.0
504417 Tenant Repairs	•	•	•	%0:0	•	•	%0:0
504421 Non-Inventory Parts	•	•	•	%0.0	•		%0:0
504511 Small Tools	1			%0.0	1		%0.0
504515 Employee Tool Replacement	1		1	%0.0	•	ı	%0:0
Totals	1,800	1,800		%0:0	1,836	36	2.0%
UTILITIES							
505010 Propulsion Power	٠	ı	•	%0.0	•	•	%0.0
505011 Gas & Electric	•	ı	ı	%0:0	•	•	%0.0
505021 Water & Garbage	1	1	1	%0.0	1	1	%0.0
505031 Telecommunications	•	•	Ī	%0.0	•	•	%0.0
Totals	1			%0:0	1	1	%0.0
CASUALTY & LIABILITY							
506011 Insurance - Property	•		•	%0:0	•	•	%0.0
506015 Insurance - PL/PD	•		•	%0:0	•	•	%0.0
506021 Insurance - Other	•	1	1	%0:0	1	1	%0.0
506123 Settlement Costs	Ī	ı	ı	%0.0	ı	1	%0.0
506127 Repairs - District Prop	1		-	0.0%	•	•	%0:0
Totals	1	,	ı	%0.0	1	ı	%0:0

	Purchasing - 1900	- 1900					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
TAXES 507051 Fuel Tax 507201 Licenses & Permits 507999 Other Taxes			1 1 1	%0:0 %0:0			%0:0 %0:0
Totals	S			%0.0		1	%0.0
MISC EXPENSE 509011 Dues/Subscriptions	200	330	(170)	(34.0%)	337	7	2.1%
	•	•	ı	%0.0		•	%0.0
509101 Employee Incentive Program 509121 Employee Training	2,500	2,000	- (200)	0.0% (20.0%)	2,040	- 40	0.0% 2.0%
	. '	. '	'	0.0%	. '	•	%0.0
509123 Travel	6,530	5,224	(1,306)	(20.0%)	5,328	104	2.0%
509125 Local Meeting Expense	250	250	1	%0.0	255	2	2.0%
509127 Board Director Fees		•		%0.0			%0:0
509150 Contributions	•	•		%0.0	•	•	%0.0
509198 Cash Over/Short	•	•	•	%0.0	•	•	%0.0
509999 Other Misc Expense	-	-	-	%0.0	1	-	%0.0
Totals	s 9,780	7,804	(1,976)	(20.2%)	7,960	156	2.0%
INTEREST EXPENSE 511102 Interest Expense			ı	0.0%		,	0.0%
Totals	S	•		%0:0	1	ı	%0.0
LEASES & RENTALS 512011 Facility Lease	•	•		0.0%	,	•	0.0%
Totals	S			%0.0 0.0%			%0.0 0.0%
PERSONNEL TOTAL	L 935,395	899,494	(35,901)	(3.8%)	950,246	50,752	2.6%
NON-PERSONNEL TOTAL	L 14,780	12,804	(1,976)	(13.4%)	13,060	256	2.0%

	Facilities Maint - 2200	int - 2200					
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
LABOR 501011 Bus Operator Pay	ı	,	ı	%0.0	•		%0.0
501013 Bus Operator OT	•	•	•	%0.0	•		%0.0
501021 Other Salaries	863,640	898,110	34,470	4.0%	914,269	16,159	1.8%
SUIUZ3 Omer OI	103,637	103,637	- 34 470	0.0%	103,635	(2)	(0.0%)
lotals	901,211	1,001,747	04,470	(3.0%)	1,017,904	10,137	N.0.1
FRINGE BENEFITS	٠						
502011 Medicare/Soc. Sec.	16,872	17,460	588	3.5%	17,916	456	2.6%
502021 Retirement	347,769	382,114	34,345	%6.6	404,822	22,708	2.9%
502031 Medical Ins	436,157	444,000	7,843	1.8%	468,078	24,078	5.4%
502041 Dental Ins	22,570	24,084	1,514	%2'9	24,408	324	1.3%
502045 Vision Ins	2,006	5,076	20	1.4%	5,400	324	6.4%
502051 Life Ins/AD&D	2,213	2,210	(3)	(0.1%)	2,268	28	7.6%
502060 State Disability Ins (SDI)	11,861	12,719	828	7.2%	13,383	664	5.2%
502061 Long Term Disability Ins	7,794	8,089	295	3.8%	8,001	(88)	(1.1%)
502071 State Unemployment Ins (SUI)	2,268	2,412	144	6.3%	2,556	144	%0.9
502081 Worker's Comp Ins	52,986	54,241	1,255	2.4%	55,868	1,627	3.0%
502101 Holiday Pay	32,614	33,707	1,093	3.4%	34,669	962	2.9%
502103 Floating Holiday	5,363	5,524	161	3.0%	5,800	276	2.0%
502109 Sick Leave	48,921	50,561	1,640	3.4%	52,003	1,442	2.9%
502111 Annual Leave	101,766	104,752	2,986	2.9%	117,182	12,430	11.9%
502121 Other Paid Absence	7,644	7,902	258	3.4%	8,127	225	2.8%
502251 Phys. Exams	,	,	,	%0.0	,	1	%0.0
502253 Driver Lic Renewal				%0:0			%0.0
502999 Other Fringe Benefits	2,436	2,454	18	0.7%	2,472	18	0.7%
Totals	1,104,238	1,157,305	53,065	4.8%	1,222,953	65,648	2.7%

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Facilities Maint - 2200	00 000

ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SERVICES							
503011 Accting/Audit Fees	ı	1	•	%0.0		•	%0:0
503012 Admin/Bank Fees		•	•	%0.0		•	%0.0
503031 Prof/Technical Fees	30,000	45,600	15,600	52.0%	46,512	912	2.0%
503032 Legislative Services	•	•	•	%0.0	•	•	%0.0
503033 Legal Services	•	•	•	%0.0	•	•	%0.0
503034 Pre-Employment Exams	•	•	•	%0.0	•	•	%0:0
503041 Temp Help	•			%0.0	•		%0:0
503161 Custodial Services	8,000	8,300	300	3.8%	8,466	166	2.0%
503162 Uniforms/Laundry	2,500	2,500	(0)	(0.0%)	2,550	20	2.0%
503171 Security Services	14,000	17,600	3,600	25.7%	17,952	352	2.0%
503221 Classified/Legal Ads	1	1	1	%0.0	1		%0:0
503222 Legal Ads	1	ı	ı	%0.0	1	ı	%0:0
503225 Graphic Services			1	%0.0	•	1	%0.0
503351 Repair - Bldg & Impr	73,000	283,000	210,000	287.7%	288,660	2,660	2.0%
503352 Repair - Equipment	330,000	341,100	11,100	3.4%	347,922	6,822	2.0%
503353 Repair - Rev Vehicle	1		ı	%0.0	1	ı	%0.0
503354 Repair - Non Rev Vehicle		,	ı	%0.0	•	i	%0.0
503363 Haz Mat Disposal	63,000	58,000	(5,000)	(2.9%)	59,160	1,160	2.0%
Totals	520,500	756,100	235,600	45.3%	771,222	15,122	2.0%
MOBILE MATERIALS & SUPPLIES 504011 Fuels & Lubricants - Non Rev Veh 504012 Fuels & Lubricants - Rev Veh 504021 Tires & Tubes 504161 Other Mobile Supplies 504191 Rev Vehicle Parts	6,000	3,000	(3,000)	(50.0%) 0.0% 0.0% 0.0% 0.0%	3,060	09	2.0% 0.0% 0.0% 0.0%
Totals	000'9	3,000	(3,000)	(%0.03)	3,060	09	2.0%

	Facilities Maint - 2200	int - 2200					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SUPPLIES				,			,
504205 Freight Out	•			%0:0	•	•	%0:0
504211 Postage & Mailing		1		%0.0	•	•	%0.0
504214 Promotional Items			•	%0.0		•	%0.0
504215 Printing	•	•	•	0.0%	•	•	%0.0
504217 Photo Supp/Process	•		,	0.0%	•	•	%0.0
504311 Office Supplies	2,000	2,000	1	%0.0	2,040	40	2.0%
504315 Safety Supplies	7,000	5,500	(1,500)	(21.4%)	5,610	110	2.0%
504316 COVID-19	•	29,838	29,838	100.0%	30,435	597	2.0%
504317 Cleaning Supplies	50,000	50,000		%0.0	51,000	1,000	2.0%
504409 Repair/Maint Supplies	120,000	120,500	200	0.4%	122,910	2,410	2.0%
504417 Tenant Repairs	10,000	10,000	•	%0:0	10,200	200	2.0%
504421 Non-Inventory Parts	•		•	%0.0	•	•	%0.0
504511 Small Tools	2,000	6,923	1,923	38.5%	7,061	138	2.0%
504515 Employee Tool Replacement				%0:0	•	•	%0.0
Totals	194,000	224,761	30,761	15.9%	229,256	4,495	2.0%
UTILITIES							
505010 Propulsion Power	•	•	•	%0.0	•	ı	%0.0
505011 Gas & Electric	300,000	325,000	25,000	8.3%	331,500	6,500	2.0%
505021 Water & Garbage	180,000	180,000	•	%0:0	183,600	3,600	2.0%
505031 Telecommunications	113,000	100,000	(13,000)	(11.5%)	102,000	2,000	2.0%
Totals	293,000	605,000	12,000	2.0%	617,100	12,100	2.0%
CASUALTY & LIABILITY							
506011 Insurance - Property		ı	•	%0:0		•	%0.0
506015 Insurance - PL/PD		1		%0.0		1	%0.0
506021 Insurance - Other	1	1	1	%0.0	1	1	%0.0
506123 Settlement Costs	1	1	1	%0.0	1	1	%0.0
506127 Repairs - District Prop	-	-	1	%0:0	•	-	%0.0
Totals				%0.0		ı	%0.0

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

	Facilities Maint - 2200	int - 2200					
HAIO	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FYZ1	F Y 2.2	\$ VAK	%VAK	F Y 23	\$ ∨AK	%VAK
TAXES							
507051 Fuel Tax	•	•		%0:0		•	%0:0
507201 Licenses & Permits	14,000	15,100	1,100	7.9%	15,402	302	2.0%
Totals	35,000	25,100	(006,6)	(32.4%)	25,602	502	2.0%
MISC EXPENSE							
509011 Dues/Subscriptions	•		•	%0:0	1	1	%0.0
509081 Advertising - District Promo	•		•	%0:0	•	•	%0:0
509101 Employee Incentive Program				%0:0			%0.0
509121 Employee Training	8,000	6,400	(1,600)	(20.0%)	6,528	128	2.0%
509122 BOD Travel	1		•	%0.0	•		%0.0
509123 Travel	7,000	3,200	(3,800)	(54.3%)	3,264	64	2.0%
509125 Local Meeting Expense	1		•	%0.0	•	•	%0:0
509127 Board Director Fees	•		•	%0.0	•	•	%0:0
509150 Contributions	•		•	%0.0	•	•	%0:0
509198 Cash Over/Short	•	1		%0.0	•	•	%0:0
509999 Other Misc Expense	•	1	•	%0:0	ı	Į	%0.0
Totals	15,000	009'6	(5,400)	(36.0%)	9,792	192	2.0%
INTEREST EXPENSE				ò			ò
511102 Interest Expense				0.0%			%0.0
Totals	ı	ı	ı	%0:0		ı	%0:0
LEASES & RENTALS	1		į				
512011 Facility Lease 512061 Equipment Rental	5,000 2,000	6,500	(5,000) 4,500	(100.0%) 225.0%	6,630	130	0.0% 2.0%
Totals	7,000	6,500	(200)	(7.1%)	6,630	130	2.0%

2.0%

32,601

1,662,662

18.9%

259,561

1,630,061

1,370,500

NON-PERSONNEL TOTAL

TOTAL OPERATING EXPENSES

81,805

2,240,857

4.2%

87,537

2,159,052

PERSONNEL TOTAL 2,071,515

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ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
LABOR	000	070 770 4		60	4 200 722	70.04	, 00
501011 Bus Operator Pay	1,244,696	010,117,1	32,960	2.0%	1,297,735	19,655	0.0%
501013 Bus Operator OT	250,000	260,109	10,109	4.0%	260,105	(4)	(0.0%)
501021 Other Salaries	672,896	678,023	5,127	0.8%	680,000	1,977	0.3%
501023 Other OT	46,184	47,817	1,633	3.5%	47,818	1	%0.0
Totals	2,213,978	2,263,827	49,849	(2.3%)	2,285,656	21,829	1.0%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	38,001	38,717	716	1.9%	39,322	605	1.6%
502021 Retirement	762,683	820,203	57,520	7.5%	859,723	39,520	4.8%
502031 Medical Ins	911,664	1,040,484	128,820	14.1%	1,082,304	41,820	4.0%
502041 Dental Ins	39,782	45,036	5,254	13.2%	45,612	929	1.3%
502045 Vision Ins	11,680	11,844	164	1.4%	12,600	756	6.4%
502051 Life Ins/AD&D	5,025	5,018	<u>(</u> -)	(0.1%)	5,148	130	2.6%
502060 State Disability Ins (SDI)	26,962	28,315	1,353	2.0%	29,567	1,252	4.4%
502061 Long Term Disability Ins	15,336	16,061	725	4.7%	15,870	(191)	(1.2%)
502071 State Unemployment Ins (SUI)	5,292	5,628	336	6.3%	5,964	336	%0.9
502081 Worker's Comp Ins	126,576	126,563	(13)	(0.0%)	130,360	3,797	3.0%
502101 Holiday Pay	70,750	71,735	982	1.4%	73,019	1,284	1.8%
502103 Floating Holiday	5,208	5,364	156	3.0%	5,364	Í	%0.0
502109 Sick Leave	110,003	111,551	1,548	1.4%	113,554	2,003	1.8%
502111 Annual Leave	204,209	200,995	(3,214)	(1.6%)	217,347	16,352	8.1%
502121 Other Paid Absence	16,582	16,810	228	1.4%	17,114	304	1.8%
502251 Phys. Exams	3,183	2,100	(1,083)	(34.0%)	2,700	009	28.6%
502253 Driver Lic Renewal	1,061	640	(421)	(38.7%)	320	(290)	(45.3%)
502999 Other Fringe Benefits	3,084	3,126	42	1.4%	3,168	42	1.3%
Totals	2,357,081	2,550,190	193,109	8.2%	2,659,086	108,896	4.3%

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ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SERVICES							
503011 Accting/Audit Fees	•	•	•	%0.0	1	1	%0.0
503012 Admin/Bank Fees	ı	•	ı	%0.0		•	%0.0
503031 Prof/Technical Fees	2,000	2,000	ı	%0.0	2,040	40	2.0%
503032 Legislative Services		•		%0:0	•	•	%0.0
503033 Legal Services		•		%0:0	•	•	%0.0
503034 Pre-Employment Exams		•		%0:0	•	•	%0.0
503041 Temp Help		•	•	%0:0	•	•	%0.0
503161 Custodial Services	1,000	1,000	•	%0.0	1,020	20	2.0%
503162 Uniforms/Laundry	2,200	2,200		%0.0	2,244	44	2.0%
503171 Security Services			•	%0:0	•	•	%0.0
503221 Classified/Legal Ads		1		%0.0		ı	%0.0
503222 Legal Ads	ı		ı	%0:0	1	1	%0.0
503225 Graphic Services			ı	%0:0	•	1	%0.0
503351 Repair - Bldg & Impr		1	1	%0.0	1	ı	%0.0
503352 Repair - Equipment	3,000	3,000	1	%0.0	3,060	09	2.0%
503353 Repair - Rev Vehicle			ı	%0.0	•	1	%0.0
503354 Repair - Non Rev Vehicle	,	•		%0.0		Ī	%0.0
503363 Haz Mat Disposal	1	1	1	%0.0	1	1	%0:0
Totals	8,200	8,200		%0:0	8,364	164	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	ı	ı	ı	%0.0	ı	ı	%0.0
504012 Fuels & Lubricants - Rev Veh	,	1	•	%0.0	•	ı	%0.0
504021 Tires & Tubes	,	•	•	%0.0	,	•	%0.0
504161 Other Mobile Supplies	,	1	•	%0.0	•	ı	%0.0
504191 Rev Vehicle Parts	-	•	-	0.0%	•	•	%0:0
Totals			٠	%0:0			%0.0

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ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	ı	ı	1	%0.0	ı	ı	0.0%
504211 Postage & Mailing	2,000	2,000	•	%0.0	2,040	40	2.0%
504214 Promotional Items	•	•	•	%0.0		•	%0:0
504215 Printing	3,700	3,700	•	%0:0	3,774	74	2.0%
504217 Photo Supp/Process	•	•	•	%0.0	•	•	%0:0
504311 Office Supplies	2,500	2,500		%0.0	2,550	50	2.0%
504315 Safety Supplies	120	120		%0.0	122	2	1.7%
504316 COVID-19	•	69	69	100.0%	70	_	1.4%
504317 Cleaning Supplies	009	009		%0.0	612	12	2.0%
504409 Repair/Maint Supplies	•	•	•	%0.0	•	•	%0:0
504417 Tenant Repairs	•	•	•	%0.0	•	•	%0:0
504421 Non-Inventory Parts	1	ı		%0.0	ı	ı	%0.0
504511 Small Tools	1	ı		%0.0		1	%0:0
504515 Employee Tool Replacement	1	1	1	%0.0	•	1	%0.0
Totals	8,920	8,989	69	%8'0	9,168	179	2.0%
UTILITIES							
505010 Propulsion Power	•	•	•	%0.0		•	%0.0
505011 Gas & Electric	12,000	12,000		%0.0	12,240	240	
505021 Water & Garbage	ı	ı		%0.0	•	ı	%0:0
505031 Telecommunications	5,000	13,000	8,000	160.0%	13,260	260	2.0%
Totals	17,000	25,000	8,000	47.1%	25,500	200	2.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	Í	1		%0.0	ı	ı	
506015 Insurance - PL/PD	135,137	160,708	25,571	18.9%	163,922	3,214	
506021 Insurance - Other		•		%0:0	•	•	%0:0
506123 Settlement Costs	•	•	•	%0:0	•	1	%0:0
506127 Repairs - District Prop	•	1	•	%0.0	-	-	0.0%
Totals	135,137	160,708	25,571	18.9%	163,922	3,214	2.0%

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

	-	Paratransit - 3100	3100					
		June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT		FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
TAXES								
507051 Fuel Tax		ı		i	%0.0		ı	%0.0
507201 Licenses & Permits	"				%0.0			%0.0
507999 Other Taxes					%0.0			%0.0
	Totals	ı			%0:0	•		%0:0
MISC EXPENSE								
509011 Dues/Subscriptions		•		•	%0.0		1	%0.0
509081 Advertising - District Promo	ot Promo				%0.0		•	%0:0
509101 Employee Incentive Pro	Program	300	300		%0:0	306	9	2.0%
509121 Employee Training		2,700	2,160	(540)	(20.0%)	2,203	43	2.0%
509122 BOD Travel		•	•	•	%0.0	ı		%0.0
509123 Travel		3,000	2,400	(009)	(20.0%)	2,448	48	2.0%
509125 Local Meeting Expense	ense	•			%0:0	1	1	%0.0
509127 Board Director Fees	တ္	1	1	•	%0.0	•	1	%0.0
509150 Contributions		1	•	1	%0.0	1	1	%0:0
509198 Cash Over/Short		ı	•	•	%0:0	ı	ı	%0.0
509999 Other Misc Expense	e.	1	•	1	%0.0	•	1	%0.0
	Totals	6,000	4,860	(1,140)	(19.0%)	4,957	26	2.0%
INTEREST EXPENSE 511102 Interest Expense					%0:0	ı	,	0.0%
	Totals	ı	ı	ı	%0'0	1	ı	%0.0
LEASES & RENTALS								
512011 Facility Lease 512061 Equipment Rental		182,970 1,500	237,778 1,500	54,808	30.0% 0.0%	242,534 1,530	4,756 30	2.0% 2.0%
	Totals	184,470	239,278	54,808	29.7%	244,064	4,786	2.0%

2.7%

130,725

4,944,742

5.3%

242,958

PERSONNEL TOTAL 4,571,059 4,814,017

2.0%

8,940

455,975

24.3%

87,308

447,035

359,727

**NON-PERSONNEL TOTAL** 

	Operations - 3200	3200					
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	(crease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
501011 Bus Operator Pay	•		•	0.0%	•	•	%0.0
501013 Bus Operator OT		•		%0.0	•		%0:0
501021 Other Salaries	1,221,116	1,179,334	(41,782)	(3.4%)	1,201,996	22,662	1.9%
501023 Other OT	132,498	137,356	4,858	3.7%	137,356	-	%0:0
Totals	1,353,614	1,316,690	(36,924)	2.7%	1,339,352	22,662	1.7%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	23,803	23,225	(578)	(2.4%)	23,791	299	2.4%
502021 Retirement	495,123	508,409	13,286	2.7%	537,569	29,160	2.7%
502031 Medical Ins	437,082	468,576	31,494	7.2%	494,268	25,692	2.5%
502041 Dental Ins	25,062	23,706	(1,356)	(5.4%)	24,024	318	1.3%
502045 Vision Ins	5,006	4,794	(212)	(4.2%)	5,100	306	6.4%
502051 Life Ins/AD&D	2,316	2,093	(223)	(%9.6)	2,148	22	2.6%
502060 State Disability Ins (SDI)	16,837	16,978	141	%8.0	17,885	206	5.3%
502061 Long Term Disability Ins	8,989	8,658	(331)	(3.7%)	8,424	(234)	(2.7%)
502071 State Unemployment Ins (SUI)	2,268	2,278	10	0.4%	2,414	136	%0.9
502081 Worker's Comp Ins	52,986	54,241	1,255	2.4%	55,868	1,627	3.0%
502101 Holiday Pay	46,036	44,521	(1,515)	(3.3%)	45,720	1,199	2.7%
502103 Floating Holiday	8,430	5,364	(3,066)	(36.4%)	5,364	•	%0.0
502109 Sick Leave	69,054	66,784	(2,270)	(3.3%)	68,582	1,798	2.7%
502111 Annual Leave	153,636	157,877	4,241	2.8%	170,893	13,016	8.2%
502121 Other Paid Absence	10,790	10,438	(352)	(3.3%)	10,720	282	2.7%
502251 Phys. Exams	200	450	(250)	(35.7%)	009	150	33.3%
502253 Driver Lic Renewal	200	200		%0:0	150	(20)	(25.0%)
502999 Other Fringe Benefits	8,386	2,426	(5,960)	(71.1%)	2,443	17	0.7%
Totals	1,366,702	1,401,018	34,314	2.5%	1,475,963	74,945	2.3%

	Operations - 3200	. 3200					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SERVICES							
503011 Accting/Audit Fees	1	ı	1	%0:0	ı	ı	%0.0
503012 Admin/Bank Fees	•	•		%0:0			%0.0
503031 Prof/Technical Fees	15,000	15,000		%0.0	15,300	300	2.0%
503032 Legislative Services	. '	1	1	%0.0		,	0.0%
503033 Legal Services	•	•	•	%0:0	•		%0.0
503034 Pre-Employment Exams	•		•	%0:0	•	•	%0.0
503041 Temp Help	•	•		%0.0			%0.0
503161 Custodial Services	•	•		%0.0			%0.0
503162 Uniforms/Laundry	009	1,000	400	%2.99	1,020	20	2.0%
503171 Security Services	•		•	%0:0	•	•	%0.0
503221 Classified/Legal Ads	•		•	%0:0	•	•	%0.0
503222 Legal Ads	1	1	•	%0:0	•	•	%0.0
503225 Graphic Services		•		%0:0	1		%0.0
503351 Repair - Bldg & Impr	1	•	•	%0:0	•	•	%0.0
503352 Repair - Equipment	2,000	2,300	300	15.0%	2,346	46	2.0%
503353 Repair - Rev Vehicle	•	•	•	%0.0	•	•	%0.0
503354 Repair - Non Rev Vehicle	•	1	1	%0:0		•	%0.0
503363 Haz Mat Disposal	1	I	1	%0.0	1	Ī	%0.0
Totals	17,600	18,300	200	4.0%	18,666	366	2.0%
MOBILE MATERIALS & SUPPLIES							
- Non	•	•	•	%0:0	•	•	%0.0
504012 Fuels & Lubricants - Rev Veh		•		%0:0		•	%0.0
504021 Tires & Tubes		•		%0:0		•	%0.0
504161 Other Mobile Supplies		•		%0:0			%0.0
504191 Rev Vehicle Parts	•	•	1	%0.0	1	1	%0.0
Totals				%0:0			%0:0

	Operations - 3200	. 3200					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SUPPLIES							
504205 Freight Out		•	ı	%0.0		•	%0:0
504211 Postage & Mailing	220	220	,	%0.0	224	4	1.8%
504214 Promotional Items	•			%0.0			%0.0
504215 Printing	5,000	5,000		%0.0	5,100	100	2.0%
504217 Photo Supp/Process	•	•	•	%0.0	•		%0.0
504311 Office Supplies	8,000	8,000		%0.0	8,160	160	2.0%
504315 Safety Supplies		•	•	%0.0	•	•	%0.0
504316 COVID-19	•	21,860	21,860	100.0%	22,297	437	2.0%
504317 Cleaning Supplies				%0.0	•		%0.0
504409 Repair/Maint Supplies	•		•	%0:0		•	%0.0
504417 Tenant Repairs		1	•	%0.0	•	•	%0.0
504421 Non-Inventory Parts		•	•	%0:0	•	•	%0.0
504511 Small Tools	•	•	•	%0.0	•	•	%0.0
504515 Employee Tool Replacement	1		•	%0.0	1	1	%0.0
Totals	13,220	35,080	21,860	165.4%	35,781	701	2.0%
UTILITIES							
505010 Propulsion Power	ı	1	ı	%0.0	ı	ı	%0.0
505011 Gas & Electric	Ī	ı	ı	%0:0	1	1	%0.0
505021 Water & Garbage	ı	ı	ı	%0.0	ı		%0.0
505031 Telecommunications	14,000	14,482	482	3.4%	14,772	290	2.0%
Totals	14,000	14,482	482	3.4%	14,772	290	2.0%
CASUALTY & LIABILITY							
506011 Insurance - Property	Ī	1	ı	%0:0	ı	Ī	%0.0
506015 Insurance - PL/PD	•	1		%0:0	•	•	%0.0
506021 Insurance - Other		•	•	%0:0			%0:0
506123 Settlement Costs	1	•	•	%0:0	1	1	%0.0
506127 Repairs - District Prop	1	1	1	%0.0		1	%0.0
Totals		•		%0:0	•		%0:0

	Operations - 3200	- 3200					
FNICOO	June-20 BUDGET EV21	June-21 BUDGET EV22	Increase/(Decrease)	ecrease)	June-21 BUDGET EV23	Increase/(Decrease)	ecrease)
		77	<b>(</b>		2	<b>\</b>	
TAXES							
507051 Fuel Tax	ı	ı	ı	%0:0	Ī	ı	%0:0
507201 Licenses & Permits	•	1		%0:0			%0.0
507999 Other Taxes	1	-	1	%0:0	Ī	-	%0.0
Totals	·	1	1	%0:0	1	1	%0'0
MISC EXPENSE							
509011 Dues/Subscriptions	ı	1	ı	%0:0	ı	ı	%0.0
509081 Advertising - District Promo	1		Ī	%0:0	Ī	ı	%0.0
509101 Employee Incentive Program	1	1	1	%0:0	•	1	%0.0
509121 Employee Training	000'9	7,200	1,200	20.0%	7,344	144	2.0%
509122 BOD Travel	•	•	•	%0.0	•		%0.0
509123 Travel	12,000	7,200	(4,800)	(40.0%)	7,344	144	2.0%
509125 Local Meeting Expense	•	•		%0:0	•		%0:0
509127 Board Director Fees	1	1	1	%0.0	•	1	%0.0
509150 Contributions	•	1	,	%0:0	•	,	%0:0
509198 Cash Over/Short	•	•		%0:0	•	•	%0.0
509999 Other Misc Expense	1	1		%0:0		1	%0.0
Totals	s 18,000	14,400	(3,600)	(20.0%)	14,688	288	2.0%
INTEREST EXPENSE 511102 Interest Expense	•	•		%0:0	•		0.0%
Totals	s		ı	%0.0	1	ı	%0:0
LEASES & RENTALS							
512011 Facility Lease 512061 Equipment Rental	27,000	28,000	1,000	3.7% 0.0%	28,560	560	2.0%
Totals	s 27,000	28,000	1,000	3.7%	28,560	260	2.0%
PERSONNEL TOTAL	L 2,720,316	2,717,708	(2,608)	(0.1%)	2,815,315	97,607	3.6%
NON-PERSONNEL TOTAL	L 89,820	110,262	20,442	22.8%	112,467	2,205	2.0%
TOTAL OPERATING EXPENSES	<b>S</b> 2,810,136	2,827,970	17,834	%9.0	2,927,782	99,812	3.5%

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tors - 3300	70
Bus Operators - 3300	00 02:-

	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	crease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
LABOR							
501011 Bus Operator Pay	8,511,309	8,593,884	82,575	1.0%	8,700,283	106,399	1.2%
501013 Bus Operator OT	750,000	300,006	(449,994)	(%0.09)	300,013	7	%0:0
501021 Other Salaries	ı		1	%0.0	ı	ı	%0:0
501023 Other OT	•	•	•	%0.0	•	•	%0.0
Totals	9,261,309	8,893,890	(367,419)	4.0%	9,000,296	106,406	1.2%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	160,393	154,296	(6,097)	(3.8%)	157,494	3,198	2.1%
502021 Retirement	3,383,243	3,590,623	207,380	6.1%	3,776,691	186,068	5.2%
502031 Medical Ins	3,634,156	3,982,968	348,812	%9.6	4,205,766	222,798	2.6%
502041 Dental Ins	179,074	190,746	11,672	6.5%	193,248	2,502	1.3%
502045 Vision Ins	42,271	42,864	293	1.4%	45,600	2,736	6.4%
502051 Life Ins/AD&D	17,810	17,784	(26)	(0.1%)	18,240	456	2.6%
502060 State Disability Ins (SDI)	113,935	112,893	(1,042)	(%6.0)	118,386	5,493	4.9%
502061 Long Term Disability Ins	69,744	71,456	1,712	2.5%	70,188	(1,268)	(1.8%)
502071 State Unemployment Ins (SUI)	19,152	20,368	1,216	6.3%	21,584	1,216	%0:9
502081 Worker's Comp Ins	444,490	458,037	13,547	3.0%	471,778	13,741	3.0%
502101 Holiday Pay	314,465	315,284	819	0.3%	322,036	6,752	2.1%
502103 Floating Holiday	•	•	•	%0.0	•	•	%0:0
502109 Sick Leave	491,351	492,632	1,281	0.3%	503,186	10,554	2.1%
502111 Annual Leave	920,794	866,023	(54,771)	(2.9%)	960,254	94,231	10.9%
502121 Other Paid Absence	73,703	73,869	166	0.2%	75,461	1,592	2.2%
502251 Phys. Exams	5,700	11,850	6,150	107.9%	000'6	(2,850)	(24.1%)
502253 Driver Lic Renewal	1,500	1,570	20	4.7%	1,400	(170)	(10.8%)
502999 Other Fringe Benefits	8,104	24,256	16,152	199.3%	24,408	152	%9.0
Totals	9,879,884	10,427,519	547,634	2.5%	10,974,720	547,201	5.2%

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	pus operators	2 - 2200					
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
SERVICES							
503011 Accting/Audit Fees	•		•	%0:0	•	•	%0.0
503012 Admin/Bank Fees	•	•	ı	%0.0		•	%0.0
503031 Prof/Technical Fees	•	•	ı	%0.0	•	•	%0:0
503032 Legislative Services	•	•	1	%0.0	•	•	%0:0
503033 Legal Services	•	•		%0.0	•	•	%0:0
503034 Pre-Employment Exams	•	•		%0.0	•	•	%0:0
503041 Temp Help	•	•	•	%0.0	•	•	%0:0
503161 Custodial Services		•		%0.0	•	•	%0.0
503162 Uniforms/Laundry	2,000	2,000	0	%0.0	2,040	40	2.0%
503171 Security Services	•	•	•	%0.0	•	•	%0:0
503221 Classified/Legal Ads	•	•		%0:0	•	•	%0:0
503222 Legal Ads	•	•	1	%0:0	•	•	%0.0
503225 Graphic Services		•	ļ	%0:0	1	•	%0.0
503351 Repair - Bldg & Impr		1	ı	%0:0	•	•	%0.0
503352 Repair - Equipment	•	•	1	%0.0	•	•	%0.0
503353 Repair - Rev Vehicle	•	•	1	%0:0	•	•	%0.0
503354 Repair - Non Rev Vehicle	•	•	•	%0.0	•	•	%0:0
503363 Haz Mat Disposal	•	-	•	%0:0	-	•	%0.0
Totals	2,000	2,000	0	%0.0	2,040	40	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	•	•	ı	%0:0		•	%0.0
504012 Fuels & Lubricants - Rev Veh		•	ļ	%0.0	•	1	%0.0
504021 Tires & Tubes		•		%0.0	•	1	%0.0
504161 Other Mobile Supplies	•	•	•	%0:0	•	1	%0:0
504191 Rev Vehicle Parts	•	-	1	%0:0	-	1	%0:0
Totals				%0:0			%0:0

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

Bus Operators - 3300

	•							
ACCOLINT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease)	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease)	Secrease)	
			\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		2	<b>\</b>		
OTHER MATERIALS & SUPPLIES								
504205 Freight Out	1	1	1	%0:0	•		%0.0	
504211 Postage & Mailing		•	•	%0:0	•	ı	%0:0	
504214 Promotional Items				%0.0	•	•	%0.0	
504215 Printing				%0.0			%0.0	
504217 Photo Supp/Process				%0.0			%0.0	
504311 Office Supplies			•	%0.0	•	ı	%0.0	
504315 Safety Supplies				%0.0			%0.0	
504316 COVID-19		3,344	3,344	100.0%	3,411	29	2.0%	
504317 Cleaning Supplies				%0.0			%0:0	
504409 Repair/Maint Supplies				%0.0			%0:0	
504417 Tenant Repairs				%0.0			%0.0	
504421 Non-Inventory Parts				%0.0	•		%0.0	
504511 Small Tools	•	•	•	%0.0	1	1	%0.0	
504515 Employee Tool Replacement	•	•	•	%0:0	•	•	%0.0	
Totals	•	3,344	3,344	100.0%	3,411	29	2.0%	
UTILITIES								
505010 Propulsion Power	1	ı	,	%0.0	1	ı	%0.0	
505011 Gas & Electric				%0.0	•	•	%0.0	
505021 Water & Garbage				%0:0	•	•	%0.0	
505031 Telecommunications	•	-	•	%0.0	1	1	%0.0	
Totals				%0:0		,	%0.0	
CASUALTY & LIABILITY								
506011 Insurance - Property	1	1	ı	%0.0	ı	1	%0:0	
506015 Insurance - PL/PD		1	1	%0.0	1	•	%0.0	
506021 Insurance - Other	1	1	1	%0:0	1	Ī	%0:0	
506123 Settlement Costs	1	1	ı	%0.0	ı	1	%0:0	
506127 Repairs - District Prop	-	-	-	%0:0	-	•	0.0%	
Totals				%0.0			%0.0	

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

Bus Operators - 3300	30
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	June-20	June-21		(00000	June-21		(0000
ACCOUNT	FY21	FY22	**NAR %VAR	%VAR	FY23	**XAR %VAR	%VAR
TAXES							
507051 Fuel Tax		,	ı	%0.0	ı	ı	0.0%
507201 Licenses & Permits	•			%0.0	•	•	%0.0
507999 Other Taxes	•	1	•	%0.0	1	1	%0.0
Totals	- SI		1	%0:0			%0.0
MISC EXPENSE							
	•	1		%0.0	1	1	%0.0
	•			%0.0		•	%0:0
	3,000	3,000	1	%0.0	3,060	09	2.0%
	2,000	1,600	(400)	(20.0%)	1,632	32	2.0%
				%0.0			0.0%
509123 Travel				%0.0		•	0.0%
	•			%0:0		1	%0.0
509127 Board Director Fees	•			%0.0	1	1	%0.0
509150 Contributions	•			%0:0		1	%0.0
509198 Cash Over/Short	•			%0.0	1	•	%0:0
509999 Other Misc Expense	-	-		%0.0	-	-	%0.0
Totals	000'9 sı	4,600	(400)	(8.0%)	4,692	92	2.0%
INTEREST EXPENSE							
511102 Interest Expense	•	•	•	%0.0	•	•	%0.0
Totals	- SI	•	•	%0:0	•		%0.0
LEASES & RENTALS							
512011 Facility Lease	•	•	•	%0.0	•	•	%0.0
SIZOOI EHAIDIIIEII KEIIIAI	•	•		0.0%	•	•	0.070
Totals	<u>د</u>			%0.0		1	%0.0
PERSONNEL TOTAL	L 19,141,193	19,321,409	180,216	%6.0	19,975,016	653,607	3.4%
NON-PERSONNEL TOTAL	.L 7,000	9,944	2,944	42.1%	10,143	199	2.0%
TOTAL OPERATING EXPENSES	<b>S</b> 19,148,193	19,331,353	183,160	1.0%	19,985,159	653,806	3.4%

	Fleet Maint - 4100	4100					
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	ecrease)	June-21 BUDGET	Increase/(Decrease)	ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
LABOR							
501011 Bus Operator Pay		•	•	%0.0	•	•	%0:0
501013 Bus Operator OT			•	%0.0	•	•	%0.0
501021 Other Salaries	2,163,016	2,178,293	15,277	0.7%	2,206,035	27,742	1.3%
501023 Other OT	215,006	221,413	6,407	3.0%	221,416	3	%0.0
Totals	2,378,022	2,399,706	21,684	(%6:0)	2,427,451	27,745	1.2%
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	41,728	42,088	360	%6.0	42,907	819	1.9%
502021 Retirement	874,639	930,993	56,354	6.4%	978,976	47,983	5.2%
502031 Medical Ins	821,277	968,652	147,375	17.9%	1,022,250	53,598	2.5%
502041 Dental Ins	48,026	48,654	628	1.3%	49,296	642	1.3%
502045 Vision Ins	10,290	10,716	426	4.1%	11,400	684	6.4%
502051 Life Ins/AD&D	4,556	4,550	(9)	(0.1%)	4,668	118	7.6%
502060 State Disability Ins (SDI)	29,359	30,568	1,209	4.1%	32,058	1,490	4.9%
502061 Long Term Disability Ins	17,542	17,961	419	2.4%	17,569	(392)	(2.2%)
502071 State Unemployment Ins (SUI)	4,788	5,092	304	6.3%	5,396	304	%0.9
502081 Worker's Comp Ins	111,861	117,523	5,662	5.1%	121,048	3,525	3.0%
502101 Holiday Pay	82,024	82,329	305	0.4%	84,059	1,730	2.1%
502103 Floating Holiday	6,022	6,202	180	3.0%	6,202	,	%0.0
502109 Sick Leave	123,036	123,497	461	0.4%	126,090	2,593	2.1%
502111 Annual Leave	272,448	271,815	(633)	(0.2%)	295,538	23,723	8.7%
502121 Other Paid Absence	19,224	19,296	72	0.4%	19,705	409	2.1%
502251 Phys. Exams	1,500	1,500		%0.0	1,500	1	%0:0
502253 Driver Lic Renewal	250	250	,	%0.0	250	•	%0.0
502999 Other Fringe Benefits	10,976	11,014	38	0.3%	11,052	38	0.3%
Totals	2,479,546	2,692,700	213,154	8.6%	2,829,964	137,264	5.1%

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ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SERVICES							
503011 Accting/Audit Fees	•	ı	•	0.0%	•	•	%0:0
503012 Admin/Bank Fees	•	1	•	%0.0			%0.0
503031 Prof/Technical Fees	•	8,000	8,000	100.0%	8,160	160	2.0%
503032 Legislative Services	•			%0.0			%0.0
503033 Legal Services	•	•		%0.0	•		%0.0
503034 Pre-Employment Exams			•	%0.0	ı		%0.0
503041 Temp Help			•	%0.0	•	•	%0.0
503161 Custodial Services				%0.0		•	%0.0
503162 Uniforms/Laundry	15,000	20,000	2,000	33.3%	20,400	400	2.0%
503171 Security Services	•		•	%0:0	•	•	%0.0
503221 Classified/Legal Ads		ı		%0:0		1	%0:0
503222 Legal Ads	1	1	Ī	%0.0	1	•	%0.0
503225 Graphic Services	1	ı	Ī	%0.0	1	•	%0.0
503351 Repair - Bldg & Impr	1	ı	Ī	%0.0	1	•	%0.0
503352 Repair - Equipment	32,500	31,572	(928)	(2.9%)	32,203	631	2.0%
503353 Repair - Rev Vehicle	450,000	450,000		%0:0	459,000	000'6	2.0%
503354 Repair - Non Rev Vehicle	20,000	20,000		%0:0	20,400	400	2.0%
503363 Haz Mat Disposal	•	1	•	%0.0	•	•	%0.0
Totals	517,500	529,572	12,072	2.3%	540,163	10,591	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	70,000	70,400	400	%9.0	71,808	1,408	2.0%
504012 Fuels & Lubricants - Rev Veh	1,600,000	1,600,134	134	%0:0	1,632,137	32,003	2.0%
504021 Tires & Tubes	180,000	211,000	31,000	17.2%	215,220	4,220	2.0%
504161 Other Mobile Supplies	1	•	•	%0.0	1	•	%0.0
504191 Rev Vehicle Parts	1,000,000	976,000	(24,000)	(2.4%)	995,520	19,520	2.0%
Totals	2,850,000	2,857,534	7,534	0.3%	2,914,685	57,151	2.0%

	Fleet Maint - 4100	. 4100					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SUPPLIES							
504205 Freight Out	8,000	8,240	240	3.0%	8,405	165	2.0%
504211 Postage & Mailing		. '	•	%0:0		1	%0.0
504214 Promotional Items	•		•	%0.0	•	•	%0.0
504215 Printing	1,000	1,000	•	%0:0	1,020	20	2.0%
504217 Photo Supp/Process	•		•	%0.0			%0.0
504311 Office Supplies	1,800	1,800	•	%0.0	1,836	36	2.0%
504315 Safety Supplies	18,000	18,000	•	%0.0	18,360	360	2.0%
504316 COVID-19	•	18,586	18,586	100.0%	18,958	372	2.0%
504317 Cleaning Supplies	10,000	10,000	•	%0.0	10,200	200	2.0%
504409 Repair/Maint Supplies	•		•	%0.0			%0.0
504417 Tenant Repairs	•		•	%0.0			%0.0
504421 Non-Inventory Parts	50,000	50,000	•	%0.0	51,000	1,000	2.0%
504511 Small Tools	10,000	12,000	2,000	20.0%	12,240	240	2.0%
504515 Employee Tool Replacement	3,000	3,000	-	%0:0	3,060	09	2.0%
Totals	101,800	122,626	20,826	20.5%	125,079	2,453	2.0%
UTILITIES							
505010 Propulsion Power		50,000	50,000	100.0%	51,000	1,000	2.0%
505011 Gas & Electric	,	ı		%0.0	ı	ı	%0.0
505021 Water & Garbage	,			%0.0	1		%0.0
505031 Telecommunications	25,000	60,000	35,000	140.0%	61,200	1,200	2.0%
Totals	25,000	110,000	85,000	340.0%	112,200	2,200	2.0%
CASUALTY & LIABILITY							
506011 Insurance - Property		1	•	%0.0	1	1	%0.0
506015 Insurance - PL/PD	•	•	•	%0:0	1	•	%0.0
506021 Insurance - Other	•	•	•	%0:0	1	•	%0.0
506123 Settlement Costs	•	•	•	%0:0	•	•	%0.0
506127 Repairs - District Prop	ı		•	%0.0	-	ı	%0.0
Totals	1	ı	•	%0.0	•	•	%0.0

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY22 & FY23 OPERATING BUDGET

	Fleet Maint - 4100	4100					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET I FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
TAXES 507051 Fuel Tax 507201 Licenses & Permits 507999 Other Taxes	15,000	17,000	2,000	13.3% 0.0% 0.0%	17,340	340	2.0% 0.0% 0.0%
Totals	15,000	17,000	2,000	13.3%	17,340	340	2.0%
MISC EXPENSE 509011 Dues/Subscriptions 509081 Advertising - District Promo	8,000	8,000		%0:0 0:0%	8,160	160	2.0%
509101 Employee Incentive Program 509121 Employee Training	20.672	16.000	- (4.672)	0.0%	- 16.320	320	0.0%
509122 BOD Travel	- 7	) - O	(1.5(.)	0.0%	2 2 0	- 1	0.0%
509125 Travel 509125 Local Meeting Expense	5,5	,,	(000, -	0.0%	, ,	3 ,	0.0%
509127 Board Director Fees	•	1		%0.0	ı	•	%0.0
509150 Contributions	•	•	•	%0.0		•	%0:0
509198 Cash Over/Short				%0.0 0.0%			%0.0 0.0%
Totals	43,672	32,000	(11,672)	(26.7%)	32,640	640	2.0%
INTEREST EXPENSE 511102 Interest Expense	ı	1	ı	%0:0		ı	%0.0
Totals	ı	ı	ı	%0.0	ı	ı	%0.0
LEASES & RENTALS 512011 Facility Lease 512061 Equipment Rental	1,500	1,500		%0.0 0.0%	1,530	30	0.0%
Totals	1,500	1,500		%0'0	1,530	30	2.0%
PERSONNEL TOTAL	4,857,568	5,092,406	234,838	4.8%	5,257,415	165,009	3.2%

2.0%

73,405

3,743,637

3.3%

115,760

3,670,232

3,554,472

NON-PERSONNEL TOTAL

TOTAL OPERATING EXPENSES

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ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
LABOR							
501011 Bus Operator Pay	•	ı	ı	%0:0	ı	ı	%0:0
501013 Bus Operator OT	•		•	%0:0	ı	ı	%0:0
501021 Other Salaries			•	%0:0		•	%0.0
501023 Other OT	1	-	-	%0.0	-	-	%0.0
Totals	1		1	%0:0			%0.0
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	•		•	%0:0	•	•	%0:0
502021 Retirement			•	%0:0		•	%0.0
502031 Medical	3,295,521	3,369,060	73,539	2.2%	3,557,730	188,670	2.6%
502041 Dental	63,014	52,728	(10,286)	(16.3%)	53,508	780	1.5%
502045 Vision	17,539	15,894	(1,645)	(9.4%)	16,608	714	4.5%
502051 Life/AD&D/EAP	6,532	6,007	(525)	(8.0%)	6,192	185	3.1%
502060 State Disability Ins (SDI)	1	1	1	%0.0	1	ı	%0:0
502061 Long Term Disability Ins	1	1	1	%0.0	1	ı	%0:0
502071 State Unemployment Ins (SUI)	•	•	•	%0.0	•	•	%0:0
502081 Worker's Comp Ins			•	%0.0	•	1	%0.0
502101 Holiday Pay			•	%0:0	•	1	%0.0
502103 Floating Holiday	ı	1		%0:0	•	ı	%0:0
502109 Sick Leave	ı	1		%0:0	•	ı	%0:0
502111 Annual Leave	•		•	%0.0	•	1	%0:0
502121 Other Paid Absence		1		%0.0	•	ı	%0:0
502251 Phys. Exams		1		%0.0	1	ı	%0:0
502253 Driver Lic Renewal				%0:0			%0.0
502999 Other Fringe Benefits	1,165	99,002	97,837	8398.0%	104,546	5,544	2.6%
Totals	3,383,772	3,542,691	158,920	4.7%	3,738,584	195,893	2.5%

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ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
SERVICES							
503011 Accting/Audit Fees	•	ı	ı	%0:0	•	ı	%0:0
503012 Admin/Bank Fees	•		•	%0:0	•	•	%0.0
503031 Prof/Technical Fees	•		•	%0:0	•	•	%0.0
503032 Legislative Services	•	•		%0:0	•	•	%0.0
503033 Legal Services	•			%0.0		•	%0:0
503034 Pre-Employment Exams	1	•		%0.0	•	•	%0:0
503041 Temp Help	1	•		%0.0	•	•	%0:0
503161 Custodial Services	•			%0.0		•	%0:0
503162 Uniforms/Laundry	1	•	•	%0.0	•	•	%0:0
503171 Security Services	•			%0.0		•	%0:0
503221 Classified/Legal Ads	•			%0.0		•	%0.0
503222 Legal Ads	•	•		%0:0	•	•	%0:0
503225 Graphic Services	•		•	%0:0	•	•	%0:0
503351 Repair - Bldg & Impr	•	1		%0:0	•	•	%0:0
503352 Repair - Equipment	1	1		%0:0	•	•	%0.0
503353 Repair - Rev Vehicle	1			%0.0	ı	•	%0:0
503354 Repair - Non Rev Vehicle	1			%0.0	ı	•	%0:0
503363 Haz Mat Disposal	-	•	1	%0.0	-	-	%0.0
Totals	1	ı	1	%0:0		1	%0:0
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	•			%0:0	•		%0.0
504012 Fuels & Lubricants - Rev Veh	•			%0:0	•	•	%0:0
504021 Tires & Tubes	•	ı	ı	%0.0	ı	•	%0.0
504161 Other Mobile Supplies	1		ı	%0.0	•	ı	%0:0
504191 Rev Vehicle Parts	•	1	•	%0.0	1	1	%0.0
Totals	1	1	,	%0:0	1	1	%0.0

	Retirees - 9005	905					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/( \$ VAR	Increase/(Decrease) \$ VAR %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR
OTHER MATERIALS & SILIBRILES							
504205 Freight Out	•	•	٠	%0.0	•	•	%0.0
504211 Postage & Mailing	ı	1	•	%0.0	ı	ı	0.0%
504214 Promotional Items	,	,	,	%0.0	1	1	0.0%
	,	1	,	%0.0	,	1	%0.0
504217 Photo Supp/Process	•	•	•	%0.0	•	•	%0.0
504311 Office Supplies	•	•	•	%0.0	•	•	%0.0
504315 Safety Supplies	•	•	•	%0.0	•	1	%0:0
	1	1	1	%0.0	•	1	%0.0
504317 Cleaning Supplies	•	•	•	%0.0	•	1	%0:0
504409 Repair/Maint Supplies	1	1	1	%0.0	•	1	%0.0
504417 Tenant Repairs	•		•	%0.0	•	•	%0.0
504421 Non-Inventory Parts		1	•	%0.0	•	1	%0.0
504511 Small Tools	,	•	1	%0.0	•	1	0.0%
504515 Employee Tool Replacement		ı	1	%0.0	ı	•	%0.0
Totals		1	1	%0:0		1	%0.0
UTILITIES							
505010 Propulsion Power	,	,	,	%0.0	1	1	%0.0
505011 Gas & Electric	•	•	•	%0.0	•	1	0.0%
505021 Water & Garbage	,	•	,	%0.0	,	1	0.0%
505031 Telecommunications		ı	1	%0.0	ı	1	%0.0
Totals	1	1	1	%0:0		1	%0:0
CASUALTY & LIABILITY							
506011 Insurance - Property	•	•	1	%0.0	1	1	%0.0
506015 Insurance - PL/PD	•	•	1	%0.0	•	1	0.0%
506021 Insurance - Other			•	%0.0		•	%0:0
506123 Settlement Costs	1	•	1	%0.0		1	%0.0
506127 Repairs - District Prop	•	•	1	%0.0	•	1	%0.0
Totals				%0:0			%0:0

	Retirees - 9005	905					
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
TAXES							
507051 Fuel Tax 507201 Licenses & Dermits				%0:0 %0:0		1 1	%0.0
				%0.0 0.0%			%0.0 0.0%
Totals	1	1	1	%0.0	ı		%0:0
MISC EXPENSE							
509011 Dues/Subscriptions	ı	1	•	%0:0	ı	ı	%0:0
509081 Advertising - District Promo	1	1	1	%0:0	1	ı	%0.0
509101 Employee Incentive Program	1	Ī	1	%0:0	1	1	%0.0
509121 Employee Training		Ī	1	%0.0	ı	ı	%0.0
509122 BOD Travel	,	•		%0:0	1	ı	%0.0
	,	•		%0.0	1	ı	%0.0
509125 Local Meeting Expense		Ī	1	%0:0	ı	ı	%0.0
509127 Board Director Fees	,	•	,	%0.0	1	ı	%0.0
509150 Contributions	,	•	,	%0.0	1	ı	%0.0
509198 Cash Over/Short		1		%0:0		•	%0:0
509999 Other Misc Expense	1	-	1	%0:0	1	-	%0.0
Totals			1	%0'0	1		%0.0
INTEREST EXPENSE 511102 Interest Expense		ı		0.0%	ı	ı	0.0%
Totals	1	ı	•	%0.0	•	1	%0.0
LEASES & RENTALS 512011 Facility Lease				0.0%	•		0.0%
512061 Equipment Rental	ı	1	ı	%0.0	ı	1	%0:0
Totals			1	%0'0	1		%0.0
PERSONNEL TOTAL	3,383,772	3,542,691	158,919	4.7%	3,738,584	195,893	2.5%
NON-PERSONNEL TOTAL		ı	ı	%0:0	ı	1	%0.0

	00 0000	20 02:1			70		
ACCOUNT	BUDGET FY21	BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR	BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
LABOR			! ! ! ! !				
501011 Bus Operator Pay		1	•	%0:0	i	•	%0:0
501013 Bus Operator OT	•	•	•	%0.0	•	•	%0:0
501021 Other Salaries	•	•	•	%0:0	ı	•	%0:0
501023 Other OT	•	•	•	%0.0	1	•	%0.0
Totals	1	1	ı	%0:0	1	1	%0:0
FRINGE BENEFITS							
502011 Medicare/Soc. Sec.	•	•	•	%0.0	•	•	%0:0
502021 Retirement	•	•	•	%0.0		•	%0:0
502031 Medical Ins	•	ı	•	%0.0	•	•	%0:0
502041 Dental Ins	1		•	%0.0	•	1	%0:0
502045 Vision Ins	1		•	%0.0	•	1	%0:0
502051 Life Ins/AD&D	1		•	%0.0	•	1	%0:0
502060 State Disability Ins (SDI)	ı	ı	•	%0.0	1	•	%0.0
502061 Long Term Disability Ins	ı	ı	ı	%0.0	1	•	%0.0
502071 State Unemployment Ins (SUI)	ı	ı	ı	%0.0	1	•	%0.0
502081 Worker's Comp Ins	Ī	1		%0.0		ı	%0:0
502101 Holiday Pay	•	ı	1	%0:0		ı	%0:0
502103 Floating Holiday	•	ı	ı	%0:0	ı	ı	%0:0
502109 Sick Leave	•			%0:0	•	ı	%0:0
502111 Annual Leave	1			%0.0	•	1	%0:0
502121 Other Paid Absence	1			%0.0	•	1	%0:0
502251 Phys. Exams	ı	ı	ı	%0.0	•	ı	%0:0
502253 Driver Lic Renewal	ı			%0.0	•	ı	%0:0
502999 Other Fringe Benefits	1	1	1	%0:0	1	1	%0.0
Totals	1	1	1	%0.0	1	1	%0.0

0.0% 0.0% 0.0% 0.0%

	SCCIC - 700						
	June-20 BUDGET	June-21 BUDGET	Increase/(Decrease)	Decrease)	June-21 BUDGET	Increase/(Decrease)	)ecrease)
ACCOUNT	FY21	FY22	\$ VAR	%VAR	FY23	\$ VAR	%VAR
SERVICES							
503011 Accting/Audit Fees	250	250	•	%0:0	255	5	2.0%
503012 Admin/Bank Fees	•	1	1	%0:0	٠	•	%0.0
503031 Prof/Technical Fees				%0:0	•	•	%0.0
503032 Legislative Services			1	%0:0	•	•	%0.0
503033 Legal Services				%0:0	•	•	%0.0
503034 Pre-Employment Exams			1	%0.0	•		%0.0
503041 Temp Help		•	•	%0:0	•	•	%0.0
503161 Custodial Services		•	1	%0.0	ı	•	%0.0
503162 Uniforms/Laundry		•	1	%0.0	ı	•	%0.0
503171 Security Services	1	1	1	%0.0	1	1	%0.0
503221 Classified/Legal Ads		1	ı	%0.0	1	1	%0.0
503222 Legal Ads	•	ı	1	%0.0	ı	•	%0.0
503225 Graphic Services		,	1	%0.0	•	•	%0.0
503351 Repair - Bldg & Impr		,	1	%0.0	•	•	%0.0
503352 Repair - Equipment	,	1	1	%0.0	1	•	%0.0
503353 Repair - Rev Vehicle	,	1	1	%0.0	1	•	%0.0
503354 Repair - Non Rev Vehicle	•		1	%0.0		•	%0.0
503363 Haz Mat Disposal	•	•	-	%0.0		•	%0.0
Totals	250	250	,	%0'0	255	2	2.0%
MOBILE MATERIALS & SUPPLIES							
504011 Fuels & Lubricants - Non Rev Veh	ı	ı	•	%0:0	•	•	%0.0
504012 Fuels & Lubricants - Rev Veh	ı	ı	ı	%0:0	ı	ı	%0.0
504021 Tires & Tubes			1	%0.0	,	•	%0.0
504161 Other Mobile Supplies	,	,	1	%0.0	1	1	%0.0
504191 Rev Vehicle Parts	•	-	-	%0:0	1	•	%0:0
alctoT			1	7000			7000

	SCCIC - 700	200			200		
ACCOUNT	June-20 BUDGET FY21	BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR	BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	ecrease) %VAR
OTHER MATERIALS & SLIPPLIES							
504205 Freight Out	1	•	,	0.0%	,	٠	%0.0
504211 Postage & Mailing	1	•		%0.0	•	•	%0.0
504214 Promotional Items	•	•	•	%0.0	•	•	%0.0
504215 Printing		•	•	%0.0	•	•	%0.0
504217 Photo Supp/Process		•	•	%0.0	•	•	%0.0
504311 Office Supplies		•	1	%0:0		•	%0.0
504315 Safety Supplies		•	1	%0:0	•	•	%0.0
504316 COVID-19		•	1	%0:0	•	•	%0.0
504317 Cleaning Supplies			•	%0:0	•	•	%0.0
504409 Repair/Maint Supplies			•	%0:0		•	%0.0
504417 Tenant Repairs		•	•	%0:0		•	%0:0
504421 Non-Inventory Parts	•	•	•	%0.0		•	%0:0
504511 Small Tools	•		•	%0.0	•	•	%0.0
504515 Employee Tool Replacement	•	•	1	%0:0	•	•	%0.0
Totals	٠	•		%0:0	1		%0.0
UTILITIES							
505010 Propulsion Power	1	1		%0.0	ı	ı	%0.0
505011 Gas & Electric	•	ı	ı	%0:0	ı	•	%0.0
505021 Water & Garbage	ı		1	%0:0	ı	1	%0.0
505031 Telecommunications	1	1	•	%0.0	1	1	%0.0
Totals	· S	1		%0.0		1	%0.0
CASUALTY & LIABILITY							
506011 Insurance - Property	•	•	1	%0:0	1	•	%0.0
506015 Insurance - PL/PD	•	1	1	%0:0		•	%0.0
506021 Insurance - Other	•	1	1	%0:0	1	•	%0.0
506123 Settlement Costs	1	ı	ı	%0.0	1	1	%0.0
506127 Repairs - District Prop	1	1	-	0.0%	•	•	%0:0
Totals	ı S	1	ı	%0'0	•		%0:0

	SCCIC - 700						
ACCOUNT	June-20 BUDGET FY21	June-21 BUDGET FY22	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR	June-21 BUDGET FY23	Increase/(Decrease) \$ VAR %VAR	Decrease) %VAR
I AXES 507051 Fuel Tax		•	•	%0.0		•	%0:0
507201 Licenses & Permits	•	•	ı	0.0%	ı	1	0.0%
507999 Other Taxes	-	-	•	%0.0	•	-	%0.0
Totals	·	•	•	%0.0	•	•	%0:0
MISC EXPENSE							
509011 Dues/Subscriptions	1	ı	•	%0.0	ı	•	%0.0
509081 Advertising - District Promo	•	1	Í	%0:0	Ī	•	%0.0
509101 Employee Incentive Program	•	1	Í	%0:0	1	•	%0.0
509121 Employee Training	1	1	i	%0.0		1	%0:0
509122 BOD Travel	1	•	Ī	%0.0	,	•	%0.0
509123 Travel	1	•	Ī	%0.0	,	•	%0.0
509125 Local Meeting Expense	1	1	1	%0.0	•	1	%0:0
509127 Board Director Fees	1	1	•	%0.0		1	%0:0
509150 Contributions	ı	ı	1	%0.0	1	•	%0.0
509198 Cash Over/Short	1	•	•	%0.0	,	Í	%0.0
509999 Other Misc Expense	•	•	1	0.0%	•	1	%0.0
Totals	·	•		%0:0		1	%0.0
INTEREST EXPENSE				ò			ò
211102 Interest Expense Totals	· · · S	.   .	·   ·	%0:0 0:0%	.   .	·   ·	%0:0 0:0%
LEASES & RENTALS							
512011 Facility Lease	1	ı	•	0.0%	•	•	%0.0
512061 Equipment Rental	ı		1	%0.0	ı	•	%0.0
Totals	· S	1		%0:0		1	%0:0
PERSONNEL TOTAL	· 		1	%0.0	ı	ı	0.0%
NON-PERSONNEL TOTAL	L 250	250	ı	%0:0	255	5	2.0%
TOTAL OPERATING EXPENSES	<b>S</b> 250	250	1	%0.0	255	2	2.0%

Attachment D

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Summary

Position Title	Funded <b>FY21</b> 2020	Funded FY22 2021	Funded <b>FY23</b> 2021
Administration - 1100	4.00	4.00	4.00
Finance - 1200 Customer Service - 1300	9.00 16.00	9.00 15.00	9.00 15.00
Human Resources - 1400	0.09	0.09	6.00
Planning, Grants, Governmental Affairs - 1600	6.00	5.00	5.00
District Counsel - 1700	00:00	0.00	0.00
Safety, Security, and Risk Management - 1800	2.00	2.00	2.00
Purchasing - 1900	7.00	7.00	7.00
Facilities Maintenance - 2200	18.00	18.00	18.00
Paratransit - 3100	42.00	42.00	42.00
Operations - 3200	18.00	17.00	17.00
Bus Operators - 3300	152.00	152.00	152.00
Fleet Maintenance - 4100	38.00	38.00	38.00
Total Full-Time Equivalents (FTEs)	324.00	321.00	320.00

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Attachment D

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Administration - 1100

Docition Title	Funded FY21	Funded FY22 2021	Funded FY23
rosition title	0707	1707	1707
CEO/General Manager	1.00	1.00	1.00
Chief Operations Officer	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Administrative Specialist	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	4.00	4.00	4.00

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Finance - 1200

	Funded FV21	Funded FV22	Funded FV23	
Position Title	2020	2021	2021	
	90	00 1	1 00	A
	1.00	1.00	1.00	tt
Finance Deputy Director	1.00	1.00	1.00	a
Accountant II	1.00	1.00	1.00	cł
Accounting Specialist	1.00	1.00	1.00	n
Senior Accounting Tech	1.00	1.00	1.00	ne
Senior Payroll Specialist	1.00	1.00	1.00	n
Senior Financial Analyst	1.00	1.00	1.00	t
Financial Analyst	1.00	1.00	1.00	D
Project Manager	1.00	1.00	1.00	
Total Full-Time Equivalents (FTEs)	00.6	9.00	9.00	

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Marketing, Communications & Customer Service - 1300

	Funded FY21	Funded FY22	FXZ3	
Position Title	2020	2021	2021	
				_
Marketing, Communications and Customer Service Director	1.00	1.00	1.00	
Customer Service Manager	0.00	1.00	1.00	
Customer Service Supervisor	2.00	0.00	0.00	
Customer Service Coordinator TBD	0.00	1.00	1.00	
Customer Service Representative	10.00	9.00	9.00	
Senior Customer Service Representative	1.00	1.00	1.00	
Customer Service Assistant	1.00	1.00	1.00	_
Revenue Account Coordinator	1.00	1.00	1.00	
Total Full-Time Equivalents (FTEs)	16.00	15.00	15.00	
				n

FY22 - Unfunded 2 FTE Customer Service Supervisor; add 1 FTE Customer Service Manager & 1 Customer Service Coordinator TBD

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Human Resources - 1400

Position Title	Funded FY21 2020	Funded FY22 2021	Funded <b>FY23</b> 2021
Himan Recources Director	1.00	1.00	1 00
Human Resources Deputy Director	1.00	1.00	1.00
Human Resources Technician	1.00	1.00	1.00
Principal Human Resources Generalist	1.00	1.00	1.00
Benefits Technician	1.00	1.00	1.00
Paralegal II	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	6.00	00'9	00.9

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Information Technology - 1500

Position Title	Funded <b>FY21</b> 2020	Funded FY22 2021	Funded <b>FY23</b> 2021
Information Technology and ITS Director	1.00	1.00	1.00
Senior Database Administrator	1.00	2.00	2.00
Database Administrator**	1.00	0.00	0.00
Systems Administrator/Senior	1.00	1.00	1.00
Information Technology Support Analyst I/II*	2.00	2.00	1.00
Total Full-Time Equivalents (FTEs)	6.00	00.9	5.00
*B:			

\*Provisional position (1 FTE) funded in FY 22 (10 Months)

\*\*FY22 unfunded 1 FTE Database Adminstrator, add 1 FTE Sr Database Administrator (promotion)

Funded Personnel - Full Time Equivalent (FTE) Planning, Grants, Governmental Affairs - 1600

FY22 & FY23 OPERATING BUDGET

	Funded	Funded	Funded
	FY21	FY22	FY23
Position Title	2020	2021	2021
Planning and Development Director	1.00	1.00	1.00
Grants/Legislative Analyst	1.00	1.00	1.00
Transportation Planner I*	1.00	0.00	0.00
Transportation Planner II	1.00	1.00	1.00
Planning Data Analyst	1.00	1.00	1.00
Schedule Analyst	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	6.00	5.00	5.00
*Dunning in a second to a second to a Taylor			

\*Provisional position not funded in FY22

Attachment D

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) District Counsel - 1700

	PapunA	Funded	Funded	
	FY21	FY22	FY23	
Position Title	2020	2021	2021	
				F
District Counsel	0.00	0.00		11
Administrative Assistant	0.00	0.00	00:0	ld
Paralegal II	00:00	0.00		CI
				Ш
Total Full-Time Equivalents (FTEs)	00:0	000	0.00	HE

Attachment D

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Safety, Security, and Risk Management - 1800

Position Title	Funded FY21 2020	Funded FY22 2021	Funded <b>FY23</b> 2021
Safety and Training Program Specialist I Safety, Security and Risk Director	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	2.00	2.00	2.00

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Purchasing - 1900

Position Title	Funded <b>FY21</b> 2020	Funded FY22 2021	Funded FY23 2021	
				P
Purchasing Manager	1.00	1.00	1.00	۱tt
Purchasing Agent	1.00	1.00	1.00	a
Purchasing Assistant	1.00	1.00	1.00	cł
Buyer	1.00	1.00	1.00	n
Parts and Materials Supervisor	1.00	1.00	1.00	ne
Parts and Materials Clerk	2.00	2.00	2.00	ent
Total Full-Time Equivalents (FTEs)	7.00	7.00	7.00	D

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Facilities Maintenance - 2200

	Funded FY21	Funded FY22	Funded FY23
Position Title	2020	2021	2021
T		1 80	00
Facilities ivialitienance ivianager	1.00	1.00	1.00
Facilities Maintenance Supervisor	1.00	1.00	1.00
Lead Facilities Maintenance Worker	1.00	1.00	1.00
Administrative Specialist	1.00	1.00	1.00
Facilities Maintenance Worker II	00.9	5.00	5.00
Facilities Maintenance Worker I	00:00	1.00	1.00
Custodial Supervisor	1.00	1.00	1.00
Lead Custodial Service Worker	1.00	1.00	1.00
Custodial Service Worker	00.9	00.9	00.9
Total Full-Time Equivalents (FTEs)	18.00	18.00	18.00
tudia 7 9 9 9 AA 9 AAA			

FY22 unfunded 1 FTE Facilities Maintenance Worker II, added 1 FTE Facilities Maintenance Worker I

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Paratransit - 3100

	Funded FY21	Funded FY22	Funded FY23	
Position Title	2020	2021	2021	- /-
Operations Manager: Paratransit Division	1.00	1.00	1.00	٩t۱
Accessible Services Coordinator	1.00	1.00	1.00	a
Paratransit Eligibility Coordinator	1.00	1.00	1.00	cł
Dispatcher/Scheduler	5.00	5.00	5.00	n
Paratransit Clerk I-II-III	1.00	1.00	1.00	ne
Van Operator	30.00	30.00	30.00	n
Paratransit Supervisor	3.00	3.00	3.00	t [
				)
Total Full-Time Equivalents (FTEs)	42.00	42.00	42.00	

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Operations - 3200

	Funded FY21	Funded FY22	Funded FY23
Position Title	2020	2021	2021
	•	ç	Ç Ç
Assistant Operations Manager	1.00	0.00	0.00
Operations Manager: Fixed Route Division	1.00	1.00	1.00
Transit Supervisor	11.00	11.00	11.00
Assistant Safety & Training Coordinator	1.00	1.00	1.00
Safety & Training Coordinator	1.00	1.00	1.00
Administrative Assistant Supervisor	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00
Payroll Specialist	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	18.00	17.00	17.00
A CONTRACTOR OF THE CONTRACTOR			

FY22 Unfunded 1 FTE Assistant Operations Manager

Attachment D

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Bus Operators - 3300

	Funded	Funded	Funded
	FY21	FY22	FY23
Position Title	2020	2021	2021
Bus Operators *	152.00	152.00	152.00
Total Full-Time Equivalents (FTEs)	152.00	152.00	152.00
* 1 FTF : £			

1 FTE is funded by a grant for one year in 1

Attachment D

FY22 & FY23 OPERATING BUDGET Funded Personnel - Full Time Equivalent (FTE) Fleet Maintenance - 4100

	Funded	Funded	Funded
Position Title	2020	2021	FY23 2021
Maintenance Manager	1.00	1.00	1.00
Fleet Maintenance Supervisor	3.00	2.00	2.00
Lead Mechanic	4.00	4.00	4.00
Mechanic III	2.00	2.00	2.00
Mechanic I - II	14.00	15.00	15.00
Accounting Technician/Senior	1.00	1.00	1.00
Upholsterer I - II	1.00	1.00	1.00
Lead Vehicle Service Worker	2.00	2.00	2.00
Vehicle Service Detailer	2.00	2.00	2.00
Vehicle Service Worker I - II	7.00	7.00	7.00
Electronic Technician	1.00	1.00	1.00
Total Full-Time Equivalents (FTEs)	38.00	38.00	38.00
FV22 Unfunded 1 FTF Fleet Maintenance Supervisor add (1 FTF) M	Mechanic I position		

22 Unfunded 1 FTE Fleet Maintenance Supervisor, add (1 FTE) Mechanic I posi

Attachment D

FY22 & FY23 OPERATING BUDGET Authorizied Personnel - Full Time Equivalent (FTE) Summary

	Authorized	Authorized	Authorized
	FY21	FY22	FY23
Position Title	2020	2021	2021
Administration - 1100	5.00	5.00	5.00
Finance - 1200	10.00	10.00	10.00
Customer Service - 1300	19.25	20.25	20.25
Human Resources - 1400	8.00	8.00	8.00
Information Technology - 1500	7.00	8.00	8.00
Planning, Grants, Governmental Affairs - 1600	12.00	12.00	12.00
District Counsel - 1700	3.00	3.00	3.00
Safety, Security, and Risk Management - 1800	3.00	3.00	3.00
Purchasing - 1900	10.00	10.00	10.00
Facilities Maintenance - 2200	23.00	23.00	23.00
Paratransit - 3100	55.00	55.00	55.00
Operations - 3200	22.00	22.00	22.00
Bus Operators - 3300	171.00	171.00	171.00
Fleet Maintenance - 4100	58.00	58.00	58.00
Total Full-Time Equivalents (FTEs)	406.25	408.25	408.25

		SANTA CRU	SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	TAN TRANSIT	DISTRICT						
		FY22 CAPIT/	FY22 CAPITAL BUDGET/ANTICIPATED SPENDING	TICIPATED SI	PENDING						
				10, 101							
	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	BUS	BUS REPLACEMENT FUND	JND		
							\$3M PER YEA		B1 STA&SGR)		
								KESIKICIED	KESIKICIED		
PROJECT/ACTIVITY	FEDERAL	PTMISEA (1B)	STIP	LCTOP	LPP	CAPITAL RESTRICTED STA	STA-SB1 (XFR FROM OPER BUDGET)	STA-SGR (SB 1)	MEASURE D (XFR FROM OPER BUDGET)	OPERATING & CAPITAL RESERVE FUND	TOTAL
Construction Related Projects											
1 19-0001 5339(b)) 2 19-0002 Pacific Station/Metro Center Redevelopment w/ City of SC									\$ 25,000	\$ 500,000	
	\$ 117,933.63	\$		- \$		\$ 29,483	· ·			\$ 500,000	\$ 147,417 \$ 672,417
II Projects											
A 10,0004 ERD Consultant & Sustam										000000	\$ 500,000
$\neg$											
	· &									\$ 549,000	\$ 549,000
Facilities Ungrades & Improvements											
י מסווינים סלאן ממסס מ וווילט סרטוים ויי											
19-0006											
7 19-0006 Demoitton of two structures & repair of striknole 8 19-006c Three automated gates & installation										\$ 451,600	
19-0010											
10 19-0011 Gate Control at JKS Bus Entry (FTA 5339a FY18)	\$ 100,000										\$ 100,000
19-0013										\$ 100,000	\$ 100,000
19-0016	\$ 128,659										
14 19-0018 Awning @ Fueling Station A&E only (FTA 5339a FY18 & Reserves) 15 19-0020 Admin Blda. Engineering & Renovations	· ·									\$ 7,186	\$ 7,186
19-0018a	\$ 238,908	e	y	9	9	e	¥	e e	e e	7	4
Davanu Vahirla Dirrhasae Davlanamante & Cannainne		•	•	•	•	•	•	•			
19-0024		\$ 4,036,017							\$ 100,000		4
18 19-0027 FY18 STIP - AVL/ITS (STIP, Measure D) 19 20-0001 7 Replacement Paracritz Vans (FV19 I PP Measure D)			\$ 635,541		302 000				303 131		\$ 635,541
3					000,500						
20 19-0032 Interest funded in Operating Budget \$32K	\$ 200,000								\$ 267,172.06	7210	\$ 267,172
19-0035											
2.35' CNG Buses (FY19 Caltrans Discretionary FTA 5339; Bus 20-0002 Replacement Fund)	45								69		69
		422 220						\$ 000 754	121 600		\$ 1447.704
21-0000	\$ 200,000	\$ 4,469,355	\$ 635,541		\$ 302,000		- \$			\$ 7,210	\$ 7,350,904

			SANTA CRU	Z METROPOL	SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	DISTRICT						
			FY22 CAPIT	AL BUDGET/A	FY22 CAPITAL BUDGET/ANTICIPATED SPENDING	PENDING						
				AS OF JUNE 25, 2021	IE 25, 2021							
		RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	BUS	BUS REPLACEMENT FUND	FUND		
								\$3M PER YEA	\$3M PER YEAR (MEASURE D + SB1 STA&SGR)	· SB1 STA&SGR)		
									RESTRICTED	RESTRICTED		
	PROJECT/ACTIVITY	FEDERAL	PTMISEA (1B)	STIP	LCTOP	9	CAPITAL RESTRICTED STA	STA-SB1 (XFR FROM OPER BUDGET)	STA-SGR (SB 1)	MEASURE D (XFR FROM OPER BUDGET)	OPERATING & CAPITAL RESERVE FUND	TOTAL
Reve	Revenue Vehicle Purchases. Replacements & Campaigns-Fleet Electrification Projects											
25	19-0026			\$ 720,899		\$ 786,000				\$ 656,810.80		\$ 2,163,710
26	19-0037										69	· ·
28	21-0002 Drivers Barriers									\$ 526,060		\$ 526,060
	Subtotal	· &	· &	\$ 720,899	· &	\$ 786,000	· &	· &	€	\$ 1,182,871	· &	\$ 2,689,770
Non	Non-Revenue Vehicle Purchases & Replacements											
8	14 COURT Nam December 1/abidon (FTA E000 EVON)											
8 8	21-0005 INOR-REVENUE Electric Venicles (FLA 5339a F120)	150,000										150,000
8	-			- \$	-	- \$	-	*	- \$	- \$	- \$	
Ē												
Lee	& Maint Equipment											
31	19-0045	\$ 45,000										\$ 45,000
32	21-0004 Golf Club Part Washers (FTA 5339a FY20) Subtotal	\$ 80,000	66	66	65	69	66	69	65	69	69	\$ 80,000
Offic	Office Equipment											
	Subtotal	\$	\$	\$	\$	\$	· &	\$	\$	\$	· ·	· ·
N												
33	ž											7
8 g	19-00487 EOC Equipment										\$ 10,400	0,400
98	19-00480											
37	19-0048p											
38	21-0007									<u></u>		
	Subtotal	· •	·	9	·	·	·	es es	· •>	· ·	\$ 319,411	\$ 319,411
Ė	סדירוי המה ואדות בה	370 070						4		6	2 207 075	
į	TOTAL CAPITAL PROJECTS	\$ 1,379,376	\$ 4,469,355	\$ 1,356,440	·	\$ 1,088,000	\$ 29,483	·	\$ 882,754	\$ 2,061,915	\$ 2,397,975	\$ 13,665,297
Ц												

				SANTA CRUZ	METROPOLI	SANTA CRUZ METROPOLITAN TRANSIT DISTRICT	DISTRICT						
				711 00 771 1	AS OF JUNE 25, 2021	25, 2021							
			d L	di to	0.00	T TO I C	d L	GITCIGITO	9	1	4		
		2	KESI KICIED	KESIKICIED	RESIRICIED	RESI RICI ED	RESIRICIED	RESIRICIED	\$3M PER YEAR (MEASURE D + SB1 STA&SGR)	BOS REPLACEMENT FUND YEAR (MEASURE D + SB1 S	B1 STA&SGR)		
										RESTRICTED	RESTRICTED		
	PROJECT/ACTIVITY	Ē.	FEDERAL	PTMISEA (1B)	STIP	LCTOP	LP <sub>P</sub>	CAPITAL RESTRICTED STA	STA-SB1 (XFR FROM OPER BUDGET)	STA-SGR (SB 1)	MEASURE D (XFR FROM OPER BUDGET)	OPERATING & CAPITAL RESERVE FUND	TOTAL
		$\parallel$											
CAPITAL PROGRAM FUNDING	RAM FUNDING	$\coprod$											
		-	1			I							
Federal Sources of Funds:	of Funds:	$\parallel$											
	Federal Grants (FTA)	8	1,179,376									49	1,179,376
	Surface Transportation Block Grant (STBG)	69	200,000									φ	200,000
State Sources of Funds:	Funds:												
	PTMISEA (1B)			\$ 4,469,355								€9	4,469,355
	State Transportation Improvement Program (STIP)	$\parallel$			\$ 1,356,440							S	1,356,440
	Low Carbon Transit Operations Program (LCTOP)					· •						€	
	Local Partnership Program (LPP)						\$ 1,088,000					69	1,088,000
	State Transit Assistance (STA)-Prior Years							\$ 29,483				€	29,483
	Transfers from Operating Budget (STA-SB1)	$\parallel$										69	
	STA-SGR (SB1)	$\parallel$								\$ 882,754		€	882,754
	Transfers from Operating Budget (Measure D)	$\parallel$									\$ 2,061,915	φ.	2,061,915
Local Sources of Funds:	f Funds:	$\mathbf{H}$											
	Operating and Capital Reserve Fund	$\parallel$										\$ 2,397,975 \$	2,397,975
TOTAL CAPITAL	TOTAL CAPITAL FUNDING BY FUNDING SOURCE	es T	\$ 1,379,376	\$ 4,469,355	\$ 1,356,440		\$ 1,088,000	\$ 29,483		\$ 882,754	\$ 2,061,915	\$ 2,397,975 \$	13,665,297
	Restricted Funds	\$	1,379,376	\$ 4,469,355	\$ 1,356,440		\$ 1,088,000	\$ 29,483		\$ 882,754	\$ 2,061,915	\$	11,267,322
	Unrestricted Funds								-			\$ 2,397,975 \$	2,397,975
TOTAL CAPITAL FUNDING	FUNDING	8	\$ 1,379,376	\$ 4,469,355	\$ 1,356,440		\$ 1,088,000	\$ 29,483		\$ 882,754	\$ 2,061,915	\$ 2,397,975 \$	\$ 13,665,297
*	NOTE: The amounts listed here represent the amounts committed against awarded grants and	warded c		jects, and therefore	will not equal the §	3M allocated to the	noisects, and therefore will not equal the \$3M allocated to the Bus Replacement Fund in any given year	und in any given y	ear.				
		ig											

			SANTA	CRUZ METROPOLITAN TRANSIT DISTRICT	POLITAN TRA	NSIT DISTRIC						
RESTRICTED   RES				FY22 CAPITAL	BUDGET/POR	TFOLIO						
RESTRICTED   RESTRICTED   RESTRICTED   RESTRICTED   RESTRICTED   RESTRICTED   SAMERA VAR (MEABURED 1- 581 STAGED)   Control of the control				AS OF	JUNE 25, 2021	٠						
FEBRIAL   FEBR												
FUDISAL   FUDI		RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	BUS	REPLACEMENT	FUND		
FEDERAL   PINISEA (18)   STIP   LUTOP   LPP   RETRICTED   FEDERAL   RESINCTED   PINISEA (18)								\$3M PER YEAR	(MEASURE D+	SB1 STA&SGR)		
Funds Federal Figures 4 Finisher (18) STRP   STREEN   STR									RESTRICTED	RESTRICTED		
1	PROJECT/ACTIVITY	FEDERAL FUNDS	PTMISEA (1B)	STIP	LCTOP	4	CAPITAL RESTRICTED STA	STA-SB1 (XFR FROM OPER BUDGET)	STA-SGR (SB 1)	MEASURE D (XFR FROM OPER BUDGET)	OPERATING & CAPITAL RESERVE FUND	TOTAL
1   1   1   1   1   1   1   1   1   1												
OLEP (CANT. State of the control of												
Control   Cont	Construction Related Projects											
State   Stat												
S	19-0002											
######################################	19-0003		φ	φ	· &	· ·		· · ·	- &			
S	IT Projects											
S	19-0004											
enking         s <td>22-0001</td> <td></td>	22-0001											
Parking  Par		- \$	\$	•	- \$	- \$	- \$	- \$	-	- \$	_	1,6
Activity  1. 18.075  1	Facilities Upgrades & Improvements											
18476   S   118475   S   10,0000   S   15,0000   S   15,000   S   15,0000   S   15,0	4000											
FY16    S 118875   Houseure   FY16    S 100000   S 118875   Houseure   FY16    S 100000   S 118875   Houseure   FY16    S 100000   S 12869   House (FTA 5329 FY8 & Reservable   FY18 & R	19-0006b											
FY18    S 100,000   S 100,00	19-0006c											
### Page   FY18 & Reservit \$ 1.28 (659)   FY18 & FY	19-0010											
1286   1286	19-0012											
Hassure D)  Measure D	19-0013	€										
Heasure DI John Physics         \$ 238,008         \$ 238,008         \$ 238,008         \$ 20,000         \$ 2	19-0018	e es										
S	19-0020	6										
Messure D)  6	200.00	<del>•</del>	· \$	•	•	•	•	· \$		· \$	<b>–</b>	ľ
19-0024       Replace Six (6) CNG Buses (PTMISEA)       \$ 4,036,017       \$ 635,541       \$ 635,541       \$ 630,000       \$ 5       4.036,017       \$ 5       \$ 5,541       \$ 5       \$ 5,541       \$ 5       \$	Revenue Vehicle Purchases, Replacements & Campaigns											
19-0027 FYRB SIP - AVLITS (SIII) Reasure D)         \$ 635,541         \$ 502,000         \$ 302,000         \$ 303,131         \$ 502,000	19-0024											
3 New Fiyer Repil Capital Lease - Year 4 of 6 Prin Only -   19-0032   New Eyer Repil Capital Lease - Year 4 of 6 Prin Only -   19-0032   New Eyer Repil Capital Lease - Year 4 of 6 Prin Only -   19-0032   New Eyer Repil Camera on House (Britans Discretionary FTA   19-0032   Paracruz Van Repilacement Bussel (Bruses)   19-0032   Paracruz Van Repilacement Prince (Britans Discretionary FTA   19-0032   Paracruz Van Repilacement Fund)   19-0032   19-0033   Paracruz Van Repilacement Fund   19-0034   19-0035	19-0027											
19-0035 Paractuz Van Replacement (3) FyDer gradual Completion of Cameras on Buses (6 buses) 19-0036 Completion of Cameras on Buses (6 buses) 20-002 5339; Bound Replacement Fund; FY19 & FY20 20-002 5339; Bound Replacement Fund; FY19 & FY20 21-0008 SGR, PTMISEA, Measure D) 21-0008 SGR, PTMISEA, MEA	19-0032											
20-0002 535 CNG Buses (FY19 Caltrans Discretionary FTA \$ 1,088,000 \$ 1,088,000 \$ 1,088,000 \$ 233.93. Bus Replacement Fund: FY19 & FY20 \$ 1,088,000 \$ 1,099,355 \$ 1	19-0033											
21-0006 SGR, PTMISEA, Measure D) \$ 1,288,000 \$ 4,469,355 \$ 635,541 \$ - \$ 302,000 \$ - \$ 882,754 \$ 15,18,637 \$ 7,210 \$	20-0005											
S 1,288,000 \$ 4,469,355 \$ 635,541 \$ - \$ 302,000 \$ - \$ 882,754 \$ 1,518,637 \$ 7,210 \$	21-0008											
			4,		- \$		-	- \$		Ψ.		

		SANTA	CRUZ METROPOLITAN TRANSIT DISTRICT	POI IT AN TRA	NSIT DISTRIC	  -					
			FY22 CAPITAL BUDGET/PORTFOLIO	BUDGET/POF	TFOLIO						
_			AS OF	AS OF JUNE 25, 2021		-			=		
	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	BUS	BUS REPLACEMENT FUND	QND		
							\$3M PER YEAR	\$3M PER YEAR (MEASURE D + SB1 STA&SGR)	SB1 STA&SGR)		
								RESTRICTED	RESTRICTED		
PROJECT/ACTIVITY	FEDERAL	PTMISEA (1B)	STIP	LCTOP	LPP	CAPITAL RESTRICTED STA	STA-SB1 (XFR FROM OPER BUDGET)	STA-SGR (SB 1)	MEASURE D (XFR FROM OPER BUDGET)	OPERATING & CAPITAL RESERVE FUND	TOTAL
Revenue Vehicle Purchases, Replacements & Campaigns-Fleet Electrification Projects	ation Projects										
25 19-0026 FY18 STIP - 2 ZEBs (STIP, LPP, HVIP = \$300K) 26 19-0037 Electric Bus (3) + Infra & Proj Mgmt. (FTA 5339c FY16)	\$ 3,552,987		\$ 720,899		\$ 786,000				\$ 656,811		\$ 2,163,710 \$ 4,640,140
										\$ 262,500	
28 21-0002 Drivers Barriers Subtotal	\$ 3,552,987	\$	\$ 720,899	\$	\$ 786,000	\$	\$	-	\$ 526,060 \$ 2,270,024	\$ 262,500	\$ 526,060 \$ 7,592,410
Non-Revenue Vehicle Purchases & Replacements											
29 21-0005 Non-Revenue Electric Vehicles (FTA 5339a FY20)	\$ 100,000										\$ 100,000
	\$ 150,000	e	· ·	e e	£	ь	·	e	σ	в	\$ 150,000
Subjoidi		9	9	9	9	9	9	9	9	9	430,000
Fleet & Maint Equipment											
19-0045											
32 21-0004 Golf Club Part Washers (FTA 5339a FY20) Subtotal	\$ 80,000	· •	€	· ·	υ υ	φ	€	· •	€	· ·	\$ 80,000 \$ 125,000
Office Equipment											
										6	e
Subtotal	\$	· &	· &	•	· \$	· &	· •	· •	· •	· ·	· ·
Misc.											
Misc Capital Contingency-\$800K - 11/15/19 BOD+\$100K										\$ 238,599	\$ 238,599
19-0048h											-
35 19-0048m Zoom System for Conference Room										\$ 4,678	\$ 4,678
19-0048p										\$ 8,734	
21-0007										ľ	7
Subtotal	· ·	\$	· · ·	· ·	· ·	· ·	· ·	\$	\$	\$ 369,411	\$ 369,411
TOTAL CAPITAL PROJECTS	\$ 6,020,363	\$ 4,469,355	\$ 1,356,440	\$	1,088,000	\$ 29,483	\$	\$ 882,754	\$ 7,788,661	\$ 5,554,040	\$ 27,189,096

		SANTAC	RUZ METRO	RUZ METROPOLITAN TRANSIT DISTRICT	VSIT DISTRIC						
		<b>L</b>	AS OF AS OF	AS OF JUNE 25, 2021	FOLIO						
				,							
	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	RESTRICTED	BUS \$3M PER YEA	BUS REPLACEMENT FUND \$3M PER YEAR (MEASURE D + SB1 STA&SGR)	FUND SB1 STA&SGR)		
								RESTRICTED	RESTRICTED		
PROJECT/ACTIVITY	FEDERAL FUNDS	PTMISEA (1B)	STIP	LCTOP	9	CAPITAL RESTRICTED STA	STA-SB1 (XFR FROM OPER BUDGET)	STA-SGR (SB 1)	MEASURE D (XFR FROM OPER BUDGET)	OPERATING & CAPITAL RESERVE FUND	TOTAL
		,									
CAPITAL PROGRAM FUNDING											
Federal Sources of Funds:											
Federal Grants (FTA)	\$ 5,820,363										\$ 5,820,363
Surface Transportation Block Grant (STBG)	\$ 200,000										\$ 200,000
State Sources of Funds:											
PTMISEA (18)		4 469 355									4 469 355
State Transportation Improvement Program (STIP)			\$ 1,356,440								\$ 1,356,440
Low Carbon Transit Operations Program (LCTOP)											•
Local Partnership Program (LPP)					\$ 1,088,000						\$ 1,088,000
State Transit Assistance (STA)-Prior Years						\$ 29,483	9				\$ 29,483
700 TEO/											
Transfers from Operating Budget (STA-SB1)											·
STA-SGR (SB1)								\$ 882,754			\$ 882,754
Transfers from Operating Budget (Measure D)									\$ 7,788,661		\$ 7,788,661
Local Sources of Funds:											
Operating and Capital Reserve Fund										\$ 5,554,040	\$ 5,554,040
TOTAL CAPITAL FUNDING BY FUNDING SOURCE	\$ 6,020,363	\$ 4,469,355	\$ 1,356,440	٠	\$ 1,088,000	\$ 29,483	- \$	\$ 882,754	\$ 7,788,661	\$ 5,554,040	\$ 27,189,096
Restricted Funds	\$ 6,020,363	\$ 4,469,355	\$ 1,356,440		\$ 1,088,000	\$ 29,483		\$ 882,754	\$ 7,788,661		\$ 21,635,056
Unrestricted Funds							- \$			\$ 5,554,040	\$ 5,554,040
TOTAL CAPITAL FUNDING	\$ 6,020,363	\$ 4,469,355	\$ 1,356,440	· · · · · · · · · · · · · · · · · · ·	\$ 1,088,000	\$ 29,483	· &	\$ 882,754	\$ 7,788,661	\$ 5,554,040	\$ 27,189,096
NOTE: The executed listed have expressed the executed associated and desired as and desired or and therefore utility is a second as a	de de la constante de la const	1000	3000		44 c4 b c4	1					
NOTE: The amounts listed nere represent the amounts com	mitted against awarde	grants and projects, a	and therefore will r	not equal the \$5M alic	allocated to the bus Replacement Fund in any given year	epiacement r und	in any given year.				
13E.6	_	-						_		-	Attachment E

### Attachment F

#### **BOARD MEMBER TRAVEL**

#### **FY22**

#### American Public Transportation Association (APTA) Meetings

Legislative Conference May 2022 Washington, DC Three Board Members

Annual Conference September 2021 Anaheim, CA Two Board Members

#### California Transit Association (CTA) Meetings

Annual Meeting November 2021 Sacramento, CA One Board Member

Legislative Conference May 2022 TBD – May be virtual One Board Member

#### **Additional Travel**

Meetings with legislators and government officials in Washington, D.C., San Francisco and Sacramento, as approved by the Chair of the Board.

Expenses related to Board members meeting with CEO/General Manager and staff.

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## Attachment G

## EMPLOYEE INCENTIVE PROGRAM FY22 and FY23

EVENT/ACTIVITY		FY22		FY23	DEPT/ACCOUNT
District Service Awards	\$	4,000	\$	4,080	1100-509101
Employee Picnic & Holiday Party	\$	5,000	\$	5,100	1100-509101
Transit Driver Appreciation Day	\$	1,000	\$	1,020	1100-509101
Employee Appreciation Events Administration Marketing, Communications, and Customer Service Safety, Security, and Risk Management	\$ \$ \$	8,000 1,200 3,000	\$ \$ \$	8,160 1,224 3,060	1100-509101 1300-509101 1800-509101
Awards Fixed Route Paratransit	\$	1,000 300	\$	1,020 306	3300-509101 3100-509101
Safe Driver Patches and Certificates	\$	1,000	\$	1,020	3300-509101
Line Instruction Patches	\$	1,000	\$	1,020	3300-509101
TOTALS	\$	25,500	\$	26,010	

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## Attachment H

### **Board Authorized METRO Support Activities**

#### FY22 and FY23

Santa Cruz County Fair

Santa Cruz Follies

Santa Cruz Seaside Company - Late Night Transit Service to Watsonville for the summer

Senior Luncheon

Metro Advisory Committee METRO Tour

Leadership Santa Cruz

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## Attachment I

## MEMBERSHIPS FY22 and FY23

MEMBERSHIPS / Dues & Subscriptions			FY22		FY23	DEPT/ACCOUNT
Administration						
APTA Annual Dues		\$	35,500	\$	36,210	1100-509011
Bus Coalition		\$	7,500	\$	7,650	1100-509011
CalACT Membership Dues		\$	1,055	\$	1,076	1100-509011
Chamber of Commerce Membership		\$	2,300	\$	2,346	1100-509011
Community Transportation Assn of America (CTAA)		\$	3,900	\$	3,978	1100-509011
CTA		\$	18,000	\$	18,360	1100-509011
CTE Center for Transportation		\$	5,000	\$	5,100	1100-509011
Eastern Contra Costa Transit Agency (ZEBRA)		\$	3,000	\$	3,060	1100-509011
Letter Press - Transit Access Report		\$	675	\$	689	1100-509011
Monterey Bay Economic Partnership (MBEP)		\$	5,000	\$	5,100	1100-509011
National Notary		\$	750	\$	765	1100-509011
Register-Pajaronian		\$	62	\$	63	1100-509011
SC Sentinel		\$	150	\$	153	1100-509011
oo common	Total:	\$	82,892	\$	84,550	1100 000011
Finance	ı otal.	Ψ	02,002	Ψ	0-1,000	
California Society of Municipal Finance Officers (CSMFO)		\$	220	\$	224	1200-509011
Government Finance Officers Association (GFOA)		\$	300	\$	306	1200-509011
Kiplinger Letters		\$	100	\$	102	1200-509011
rapinigor Lottoro	Total:		620	\$	632	1200 000011
Human Resources	ı otal.	Ψ	020	Ψ	002	
California Public Employers Labor Relations Association (CalPERLA)		\$	1,000	\$	1,020	1400-509011
Society for Human Resource Management (SHRM)		\$	836	\$	853	1400-509011
Northern California Human Resources Association (NCHRA)		\$	500	\$	510	1400-509011
John Dash		φ	475	\$	485	1400-509011
Cal Chamber		\$	849	\$	866	1400-509011
ou onamber	Total:	т_	3,660	\$	3,733	1400 000011
Safety, Security, and Risk Management	i Otai.	Ψ	5,000	Ψ	0,100	
outery, occurry, and reisk management	Total:	\$	400	\$	408	1800-509011
	i Otai.	Ψ	400	Ψ	700	1000-303011
Purchasing						
California Association of Public Procurement Officials (CAPPO)		\$	130	\$	133	1900-509011
Amazon Prime		\$	200	\$	204	1900-509011
Amazon i mile	Total:		330	\$	337	1300-303011
Fleet Maintenance	i Otai.	Ψ	330	Ψ	331	
Cummins INSITE Fleet books Software		\$	2,960	\$	3,019	4100-509011
John Deere Software		\$	590	\$	602	4100-509011
Southern California Regional Transit Training Consortium (SCRTTC)		\$	1,000	\$	1,020	4100-509011
Mitchell Online Vehicle Manuals		\$	450	\$	459	4100-509011
Allison Transport. Software		\$	2,000	\$	2,040	4100-509011
All Data		\$	1,000	\$	1,020	4100-509011
· ··· <del>- ···</del>	Total:	\$	8,000	\$	8,160	
		*	-,3	*	-,	
TOTALS		\$	95,902	\$	97,820	
		7	,		,	

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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FY21 SCHEDULE OF RESERVE ACCOUNT BALANCES-PRE-CLOSE PRE-AUDIT AS OF 6/30/21

	Evolunción and lice.	Post Audit Balance at 6/30/20 (Before FY2/152 Capital	ESTIMATED Additions/ (Withdrawals) in FY21 + FY22 Capital Commitments &	ESTIMATED Available Balance at	Board Adopted Minimum or	% Endod	Surplus/	Surroseted Guidelines	Board Admissed Decommondation
	- Aprairation and Occ.			1000		200	(1122)		
Operating and Capital Reserve Fund (formerly - Operating Capital Reserves)	Liquid and unrestricted assets that an organization can use to support its operations in the event of an unanticipaed loss of revenue or increase in expenses, includes Alternative Fuel Tax Rebases transferred from the Operating Budget and any excess revenues above actual expenses	\$ 5,971,832	\$ (3,941,900)	\$ 2,029,932	N/A	N/A	N/A	Any use of Operating and Capital Reserves above CEP executive authority will be brught to the BOD for consideration. To be used as the local match for capital grants.	There is no Board Adopted Minimum Balance established; this fund shall not be used to support recurring operating expenditures.
Operations Sustainability Reserve Fund (formerly - Operating Reserves)	Funds set aside to protect the organization's essential services and funding requirements during periods of economic downturn or natural disasters. Target a wo morth's operating expenses (Payroll and Accounts Payable).	\$ 7,500,000	,	000'000'05' \$	\$ 7,500,000	100%	φ	GFOA recommends, at a minimum, that general-purpose governments, regardiess of size, maintain unrestricted fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating revenues or regular.	Fund Operations Sustainability Reserve Fund to target level that Reserve Fund to target level that equals two (2) months of the average operating expenses for the most current fiscal year's budget, to be adjusted annually through the budget process.
Cash Flow Reserve Fund (formerly - Cash Flow Reserves)	Funds set aside to 'cash flow" capital and'or operating expenses incurred before receiving reinthursements from various funding sources (Annuel FTA 5307 (& STIO, STA, etc).	3,000,000	69	\$ 3,000,000	3,000,000	100%		Staff will manage flexibility of Cash Flow Reserve Fund, according to project levels and capitar needs as they fluctuate from year to year.	Fund Cash Flow Reserve Fund to minimum or target levels: set annually through the budget process.
COVID Recovery Reserve Fund	The current FY20 Operating budget is expecting to have a carryover at the end of the fiscal year due to reimbursement of FTA qualifying operating expenses related to the CAREs act and FEMA reimbursements in FY20.	\$ 18,051,412	\$ 2,000,000	\$ 20,051,412	A/A	N/A	N/A	METRO will reinvest the funds into the FY22 Operating budget and beyond, to sustain services to the greatest extend possible during the economic recovery, or until these funds are exhausted.	1
Bus Replacement Fund (estimated balances, not currently included in the Reserves Policy)	strategy was adopted by the Board that results in SSM par year being dedicated to the annual capital budget. This new strategy created the "Bus Replacement Fund" and establishes consistent annual transfers of STA funds and Measure D funds to the capital budget that are needed to provide funding and stability for the required local match for obsolete fixed-route buses and Paratransit vehicles.	\$ 11,370,607	\$ (10012,141)	\$ 1358,466			K X	Annual unspent Measure D, STA, and SST Known STA the Band SSR funds will sucurnulate in the Bus Replacement Fund until they are allocated to specific projects and spent on new replacement buses and vars and improvements.	\$3M per year being dedicated to the annual capital budget
Workers Compensation Reseve Fund (formerly - Workers Compensation Reserves)	Funds set aside to finance the (discounted) long term portion of workers' compensation liability, as of the end of the fiscal year.	\$ 2.219,526		\$ 2,219,526	\$ 2,219,526	100%	· · ·	GASB #10 requires Santa Cruz METRO to accrue a liability on its financial statements for the utlimate cost of claims and expenses associated with all reported and urreported workers' compensation claims.	Fund Workers' Comp Reserves to minimum or target levels; a bi-annual study of potential liability areas and risk shall be the basis for determining minimum reserves.
Liability Insurance Reserve Fund (formerly - Liability Insurance Reserves)	Funds set aside to pay the cost of outstanding liability and physical damage claims + proposed employment practices liability claims. (Self Insured Retention - SIR - \$250K each program)	\$ 713,325		\$ 713,325	\$ 713,325	100%	· · ·	GASB #10 requires Santa Cruz METRO to excrue a liability on its Infaracial statements for the ultimate cost of claims and expenses associated with all reported and urreported liability and physical damage claims.	Fund Liability Insurance Reserves to minimum or target levels; calculated annually based on the 5-year rolling average of outstanding claims at fiscal year end + \$250K each SIR.
		48,826,702		# \$ 36,872,661					

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## Attachment K

Measure D: 5-Year Program of Projects (FY20/21-FY24/25)
Agency:
Santa Cruz METRO
Expenditure Plan Category:
Transportation for E&D

Estimated Annual Measure D Allocations \$3,556,627 \$3,627,760 \$3,700,315 \$3,774,321 \$3,849,807 (update for your agency per RTC notice)

				Amount of I	Amount of Measure funds to be used	to be used						
Name/Road/ limits	Description, complete streets components	Total Measure D	FY22	FY23	FY24	FY25	FY26	Total cost estimate	Other Funds \$	Other fund sources	Est. Construction start date	Major project? * (yes/no)
Fixed route - 4 operators (average cost of Operator with benefits plus cost of mileage driven in year)	frequency, span of service - Routes 35, 40, 41, 68, 69A, 71, 72, 75, 79, 91X		583,388	600,304	614,916	628,484	636,540					
Fixed route - 4 operators (average cost of Operator with benefits plus cost of mileage driven in year)	Extra Board staffing to ensure reliability/delivery of all service		583,388	600,304	614,916	628,484	636,540					
Fixed route - 1 operator (average cost of Operator with benefits plus cost of mileage driven in year)	Route 71 weekend - 17 additional trips to provide 30 minute frequency in/outbound for 8 hours during the days		145,847	150,076	153,729	157,121	159,135					
Sustaining of ParaCruz service levels	1 operator minus farebox recovery		98,206	100,294	103,434	106,453	107,700					
Total Operations support			1,410,829	1,450,978	1,486,995	1,520,542	1,539,915					
Capital - vehicle replacement & improvements	Funds will be used to maintain METRO's fixed-route and ParaCruz bus fleet in a state of good repair. In addition, 51 million per year for four successive years starting in FY20 will be dedicated to the refurbishment/rehabilitation, complete rebuild, or total redevelopment of Santa Cruz Metro Center (Pacific Station).		2,145,798	2,176,782	2,213,320	2,253,779	2,309,892					
Fixed-route bus and ParaCruz operations	Measure D funding received by METRO will be used to increase Fixed-route service, sustain ParaCruz service, maintain service reliability, and to allow for the purchase of new Fixed-route buses and ParaCruz vans.	18,508,830	18,508,830 \$3,556,627	\$3,627,760	\$3,700,315	\$3,774,321	\$3,849,807			Fares, 1979 Sales Tax, TDA, FTA 5307, STA, STIC, Fuel Tax Credits	Non-applicable	Non-applicable

\$3,627,760 \$3,700,315 \$3,774,321 \$3,849,807 \$0 \$0 \$0 \$0 \$0 \$0 \$0 Estimated Annual Measure D Expenditures \$3,556,627
Carry over to next fiscal year \$0
Annual Interest Earnings on Measure D Revenues

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Sategory	(-9 ((	5-yr need (000s)	10	10-yr need (000s)
Sonstruction	\$	72,125	\$	72,125 \$ 147,475
/ehicle State of Good Repair (SGR)	s	28,922 \$	\$	33,744
Facilities Maintenance	\$	5,440 \$	\$	8,115
nformation Technology (IT)/Communications	\$	6,545	\$	6,545
Fotal	\$	\$ 113,032   \$ 195,879	s	195,879

10 year METRO Unfunded Capital Projects - Summary

UNFUNDED CAPITAL PROJECTS (000s)	Construction Construction	Description Cost (000s)	ry Acquisition, Design, Right-of-Way and construction for new uz Operating Facility/In-progress awaiting add'l grant funding \$ 3,700 \$ 1,500 \$ 1,500	\$ 75	Bay 11 to better accommodate articulated buses. /On hold \$ 100   \$ 100	, engineering, and construction of shelter pad and waiting \$ 50 \$ 50	ase and installation of fluid management system \$ 650 \$ 650	narging infrastructure at Watsonville Transit Center/On hold \$ 1,000 \$ 1,000	\$ 300 \$ 300	v cost reduction through installation of roof-mounted solar at the Judy K. Souza Operations Facility, Golf Club, and \$ 2,000 \$	\$ 15,850	\$ 2,000	id-county park and ride to replace Soquel Park & Ride. \$ 10,000 \$ 10,000	County P&R to support Hwy 1 commuters (200 spaces)/On \$ 10,000         \$ 10,000	/ Parking Structure to support Hwy 17 Express commuters \$ 26,400   \$ 26,400	re tank after replacement of last diesel bus fleet. On hold, e diesel buses may be added to the fleet./On hold \$ 50 \$	ry Operating (including ParaCruz) & Maintenance Facility in \$ 50,000 \$ solution of the control o	sement of current transit center /On hold \$ 25,000 \$	001 2 4 2 4 2 4 2 4 2 4 2 4 2 4 2 4 2 4 2
	Construction	Description	Property Acquisition, Design, Right-of-Way and construction for new ParaCruz Operating Facility/In-progress awaiting add'l grant funding	Shingle roof and solar panels/On hold	Modify Bay 11 to better accommodate articulated buses. /On hold	Design, engineering, and construction of shelter pad and waiting area	Purchase and installation of fluid management system	Fast-charging infrastructure at Watsonville Transit Center/On hold	Move (Route 4) bus stop to to lower Admin parking lot. Install base and concrete to bus stop pad and maneuvering apron. Necessary precursor to securing maintenance facility./On hold	Energy cost reduction through installation of roof-mounted solar panels at the Judy K. Souza Operations Facility, Golf Club, and Vernon/On hold	Property Acquisition (including 1231 River St), Design, Right-of- Way and Construction for second wing of Maintenance Facility On hold	Enable coach operators to actuate traffic signals to prolong green or change red lights to improve transit running time/TSP awaiting grant funding	New mid-county park and ride to replace Soquel Park & Ride. Capitola Mall?	South County P&R to support Hwy 1 commuters (200 spaces)/Or hold	3-Story Parking Structure to support Hwy 17 Express commuters and City activities	Remove tank after replacement of last diesel bus fleet. On hold, as more diesel buses may be added to the fleet./On hold	Auxiliary Operating (including ParaCruz) & Maintenance Facility ir Watsonville./On hold	Replacement of current transit center /On hold	Unfunded Capital Costs thru FY2030
		# Project	ParaCruz Operating Facility ParaCruz Operating Pacility Management Center)	Cavallaro Transit Center roof replacement and solar panels	Maintenance Facility Bay 11 Modifications	Upgrade Pasatiempo D	Fluid Management System 5 Phase 2 P	ZEB Fast-charging 6 Infrastructure at WTC	M bs 7 Vernon Street Bus Stop	E Solar Panels at Ops, page Maintenance, Admin	Maintenance Facility Wing 2 P (to accommodate articulated M puses)	Soquel/Freedom Traffic E Signal Priority/Pre-Emption or 10 for Buses	N 11 Mid-county Park and Ride C	Watsonville Park and Ride S	Cavallaro Transit Center 3.	Remove Diesel Tank a	South County Ops. & Maint. A	atsonville Transit	П

			n	NFUND	ED CAF	UNFUNDED CAPITAL PROJECTS (000s)	<b>JECTS</b>	(000s)	,		,					•		ì		•	Ī
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#	Project	Description	Cost (000s)																		
_	ParaCruz Replacements	5 new vehicles per year FY20-22; 3 new vehicles per year FY23-29	\$ 2,871		₩	435	↔	348	€9	348 \$		348 \$	348	€9	348	↔	348	↔	348		
2	Bus Replacements 2022	Replace (6) CNG buses - funded/order placed in FY21	· &																		
က	Bus Replacements 2023	Replace (14) CNG buses /this the 14 bus lease that has been delayed to FY23 or later	\$ 11,200				8	11,200													
4	Bus Replacements 2024	Bus Replacements Replace (3) buses 2-40' 1-ARTIC	\$ 2,600				↔	2,600													
2	Bus Replacements 2025	Bus Replacements Replace (7) CNG buses	\$ 4,900						& 4,	4,900											
9	Bus Replacements 2026	Bus Replacements (Total 25% ZEB) Replace (8) CNG buses (2) ZEB	\$ 7,648							\$		7,648									
7	Bus Replacements 2027	Bus Replacements Replace (0) buses	· \$																		
∞	Bus Replacements 2028	Bus Replacements (Total 50% ZEB) Replace (0) buses	· \$																		
6	Bus Replacements 2029	Bus Replacements Replace (4) buses (3 CNG; 1 ZEB)	\$ 3,350													↔	3,350				Α
10	Diesel-electric Hybrid 10 Battery Replacements	22; 2 in FY23 (\$40k/battery) what is the life of a battery?	\$ 1,175	€	150 \$	275	↔	275	€9	235 \$		160 \$	80	0							tta
7	Non-revenue Vehicle	Non-revenue trucks and cars	· &																		ch
		Unfunded Capital Costs thru FY2030	\$ 33,744	\$	150 \$	710	s	14,423	\$ 5,	5,483 \$		8,156 \$	428	\$	348	s	3,698	\$	348	\$	η
			\$ 33,744	\$	150 \$	710	s	14,423	\$ 5,	5,483 \$		8,156 \$	428	8	348	ક્ર	3,698	\$	348	\$	ıe
		Unfunded Capital Costs thru FY2025	\$ 28,922																		ent
	*** Based on 10/31/19 Long-Range Bus Replacement Plan	*** Based on 10/31/19 Long-Range Bus Replacement Plan	4																		: L

6/4/2021

13L.3

<sup>\*\*\*</sup> Based on 10/31/19 Long-Range Bus Replacement Plan

\*\*\* Based on 2019 cost assumptions: CNG 35' & 40' - \$700k; artics - \$850k; ZEBs - \$1.25M

\*\*\* The project year (Bus Replacements 20XX) is the year the bus needs replacement. The funding need is placed in the previous fiscal year because it takes about a year from purchase to receive the bus.

UnfundedCapitalList\_30Apr2021

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	Cost (000s)	25	300	250	150	250	650	350	1,500	150	009	2,250	70	6,545	6,545
	30)	↔	↔	↔	\$	↔	€	\$	↔	↔	↔	↔	↔	₩.	
		as an	e GFI xes	stems -Y22)		may	ur ITS		ocure						
		2-way Radio Equipment to allow JKS to function as an emergency radio repeater site	Account-based fare collection upgrade to replace GFI paper and plastic pass system (excluding fareboxes and vaults)	Financial, Payroll, Timekeeping and other subsystems (over/above the previously approved \$800K for FY22)		Pending decision on new fare system, as TVMs may no longer be required	Add Automated Passenger Counters (APC) to our IT		Upgrade 2009 HASTUS with latest version or procure replacement			σ̈			
		to fu	de to ıding	other   \$800	ite	٦, as	(AP(	of-life	ersio		E.	Replace fareboxes and vaults at end-of-life.			
	u	v JKS	pgrad (exclu	and	webs	ysten	ınters	end-	test v		Syste	at end	of-life	Y203(	025
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		2-way Radio Equipment to allo emergency radio repeater site	Account-ba paper and pand vaults)	Finar (over,	Upgrade the outdated METRO website	Pending decision on n no longer be required	Add /	Replace surveillance system at end-of-life	Upgrade 200 replacement		Enterprise Asset Management System	Repla	Phone System Replacement   Replace phone system at end-of-life	Unfunded Capital Costs thru FY2030	Unfunded Capital Costs thru FY2025
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		Backup (to Kite Hill) Repeater Site	Account-based Fare Collection Upgrade	Enterprise Resource Planning (ERP) System	Website Upgrade	TVMs - replacements and additional	m	Surveillance System Replacement for Vernon and Golf Club	Scheduling System Upgrade/Replacement	Security System - SV transit center	Enterprise Asset Management System (EAM)	Replace Fareboxes and Vaults	one 5		
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**UNFUNDED CAPITAL PROJECTS (000s)** 

6/4/2021

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## Attachment M

									MANIACEMENI	FIVE								
Effective 06/24/21 (FY22) / Adopted by the Board as of June 25, 2021					-		-	HOURL	HOURLY RATES SCHEDUL	SCHE	ULE	-			=	-	-	
Title	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L S	Step 2 LL	Step 3	Step 3 L S	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L St	Step 5 LL	Step 6 Ste	Step 6 L Ste	Step 6 LL
CEO/General Manager	107.95	113.35	118.75	113.35	119.02	124.69	119.02	124.97	130.92	124.97	131.22	137.47	131.22	137.78	144.34	137.78	144.67	151.56
Chief Operating Officer	70.67	74.20	77.73	74.20	77.91	81.62	77.91	81.81	85.71	81.81	85.90	89.99	85.90	90.20	94.50	90.20	94.71	99.22
Maintenance Manager	55.23	57.99	60.75	57.99	68.09	63.79	68.09	63.93	26.99	63.93	67.13	70.33	67.13	70.49	73.85	70.49	74.01	77.53
Chief Financial Officer (CFO)	70.67	74.20	77.73	74.20	77.91	81.62	77.91	81.81	85.71	81.81	85.90	89.99	85.90	90.20	94.50	90.20	94.71	99.22
Planning and Development Director	60.24	63.25	92.99	63.25	66.41	69.57	66.41	69.73	73.05	69.73	73.22	76.71	73.22	76.88	80.54	76.88	80.72	84.56
Human Resources Director	66.28	69.59	72.90	69.29	73.07	76.55	73.07	76.72	80.37	76.72	80.56	84.40	80.56	84.59	88.62	84.59	88.82	93.05
Information Technology and Intelligent Transportation Systems Director	66.28	69.29	72.90	69.29	73.07	76.55	73.07	76.72	80.37	76.72	80.56	84.40	80.56	84.59	88.62	84.59	88.82	93.05
Marketing, Communications and Customer Service Director	48.47	50.89	53.31	50.89	53.43	25.97	53.43	56.10	58.77	56.10	58.91	61.72	58.91	61.86	64.81	61.86	64.95	68.04
Purchasing and Special Projects Director	48.47	50.89	53.31	50.89	53.43	55.97	53.43	56.10	58.77	56.10	58.91	61.72	58.91	61.86	64.81	61.86	64.95	68.04
Senior Database Administrator	52.83	55.47	58.11	55.47	58.24	61.01	58.24	61.15	90.49	61.15	64.21	67.27	64.21	67.42	70.63	67.42	70.79	74.16
Finance Deputy Director	52.99	55.64	58.29	55.64	58.42	61.20	58.42	61.34	64.26	61.34	64.41	67.48	64.41	67.63	70.85	67.63	71.01	74.39
Human Resources Deputy Director	49.73	52.22	54.71	52.22	54.83	57.44	54.83	57.57	60.31	57.57	60.45	63.33	60.45	63.47	66.49	63.47	66.64	69.81
Operations Manager - Fixed Route Division	43.42	45.59	47.76	45.59	47.87	50.15	47.87	50.26	52.65	50.26	52.77	55.28	52.77	55.41	58.05	55.41	58.18	60.95
Operations Manager - Paratransit Division	43.42	45.59	47.76	45.59	47.87	50.15	47.87	50.26	52.65	50.26	52.77	55.28	52.77	55.41	58.05	55.41	58.18	60.95
Assistant Maintenance Manager	41.43	43.50	45.57	43.50	45.68	47.86	45.68	47.96	50.24	47.96	50.36	52.76	50.36	52.88	55.40	52.88	55.52	58.16
Facilities Maintenance Manager	46.95	49.30	51.65	49.30	51.77	54.24	51.77	54.36	56.95	54.36	57.08	59.80	57.08	59.93	62.78	59.93	62.93	65.93
Database Administrator	45.94	48.24	50.54	48.24	50.65	53.06	50.65	53.18	55.71	53.18	55.84	58.50	55.84	58.63	61.42	58.63	61.56	64.49
Safety, Security and Risk Management Director	52.02	54.62	57.22	54.62	57.35	80.09	57.35	60.22	63.09	60.22	63.23	66.24	63.23	66.39	69.55	66.39	69.71	73.03
Assistant Operations Manager	32.57	34.20	35.83	34.20	35.91	37.62	35.91	37.71	39.51	37.71	39.60	41.49	39.60	41.58	43.56	41.58	43.66	45.74
Project Manager	32.57	34.20	35.83	34.20	35.91	37.62	35.91	37.71	39.51	37.71	39.60	41.49	39.60	41.58	43.56	41.58	43.66	45.74
Purchasing Manager	41.43	43.50	45.57	43.50	45.68	47.86	45.68	47.96	50.24	47.96	50.36	52.76	50.36	52.88	55.40	52.88	55.52	58.16
*Customer Service Manager	33.70	35.39	37.08	35.39	37.16	38.93	37.16	39.02	40.88	39.05	40.97	42.92	40.97	43.02	45.07	43.02	45.17	47.32
Executive Assistant	31.69	33.27	34.85	33.27	34.93	36.59	34.93	36.68	38.43	36.68	38.51	40.34	38.51	40.44	42.37	40.44	42.46	44.48
L = 10 Years Longevity (5%); LL = 15 Years Longevity (5%+5%)	***	***	*	*														
<u>Longevity Pay is based only on length of service.</u> • Position added and adopted by the Board on 11-20-2020																		

## -04-202

AGEINEN	LARY SCHEDULE
MANAGE	LY SALARY

Effective 06/24/21 (FY22) / Adopted by the Board as of June 25, 2021								YEAF	YEARLY SALARY SCHEDUL	Y SCHED	ULE							
Title	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L	Step 6 LL
CEO/General Manager	224,536	235,768	247,000	235,768	247,562	259,355	247,562	259,938	272,314	259,938	272,938	285,938	272,938	286,582	300,227	286,582	300,914	315,245
Chief Operating Officer	146,994	154,336	161,678	154,336	162,053	169,770	162,053	170,165	178,277	170,165	178,672	187,179	178,672	187,616	196,560	187,616	196,997	206,378
Maintenance Manager	114,878	120,619	126,360	120,619	126,651	132,683	126,651	132,974	139,298	132,974	139,630	146,286	139,630	146,619	153,608	146,619	153,941	161,262
Chief Financial Officer (CFO)	146,994	154,336	161,678	154,336	162,053	169,770	162,053	170,165	178,277	170,165	178,672	187,179	178,672	187,616	196,560	187,616	196,997	206,378
Planning and Development Director	125,299	131,560	137,821	131,560	138,133	144,706	138,133	145,038	151,944	145,038	152,298	159,557	152,298	159,910	167,523	159,910	167,898	175,885
Human Resources Director	137,862	144,747	151,632	144,747	151,986	159,224	151,986	159,578	167,170	159,578	167,565	175,552	167,565	175,947	184,330	175,947	184,746	193,544
Information Technology and Intelligent Transportation Systems Director	137,862	144,747	151,632	144,747	151,986	159,224	151,986	159,578	167,170	159,578	167,565	175,552	167,565	175,947	184,330	175,947	184,746	193,544
Marketing, Communications and Customer Service Director	100,818	105,851	110,885	105,851	111,134	116,418	111,134	116,688	122,242	116,688	122,533	128,378	122,533	128,669	134,805	128,669	135,096	141,523
Purchasing and Special Projects Director	100,818	105,851	110,885	105,851	111,134	116,418	111,134	116,688	122,242	116,688	122,533	128,378	122,533	128,669	134,805	128,669	135,096	141,523
Senior Database Administrator	109,886	115,378	120,869	115,378	121,139	126,901	121,139	127,192	133,245	127,192	133,557	139,922	133,557	140,234	146,910	140,234	147,243	154,253
Finance Deputy Director	110,219	115,731	121,243	115,731	121,514	127,296	121,514	127,587	133,661	127,587	133,973	140,358	133,973	140,670	147,368	140,670	147,701	154,731
Human Resources Deputy Director	103,438	108,618	113,797	108,618	114,046	119,475	114,046	119,746	125,445	119,746	125,736	131,726	125,736	132,018	138,299	132,018	138,611	145,205
Operations Manager - Fixed Route Division	90,314	94,827	99,341	94,827	029'66	104,312	99,570	104,541	109,512	104,541	109,762	114,982	109,762	115,253	120,744	115,253	121,014	126,776
Operations Manager - Paratransit Division	90,314	94,827	99,341	94,827	99,570	104,312	99,570	104,541	109,512	104,541	109,762	114,982	109,762	115,253	120,744	115,253	121,014	126,776
Assistant Maintenance Manager	86,174	90,480	94,786	90,480	95,014	99,549	95,014	99,757	104,499	99,757	104,749	109,741	104,749	109,990	115,232	109,990	115,482	120,973
Facilities Maintenance Manager	97,656	102,544	107,432	102,544	107,682	112,819	107,682	113,069	118,456	113,069	118,726	124,384	118,726	124,654	130,582	124,654	130,894	137,134
Database Administrator	95,555	100,339	105,123	100,339	105,352	110,365	105,352	110,614	115,877	110,614	116,147	121,680	116,147	121,950	127,754	121,950	128,045	134,139
Safety, Security and Risk Management Director	108,202	113,610	119,018	113,610	119,288	124,966	119,288	125,258	131,227	125,258	131,518	137,779	131,518	138,091	144,664	138,091	144,997	151,902
Assistant Operations Manager	67,746	71,136	74,526	71,136	74,693	78,250	74,693	78,437	82,181	78,437	82,368	86,299	82,368	86,486	90,605	86,486	90,813	95,139
Project Manager	67,746	71,136	74,526	71,136	74,693	78,250	74,693	78,437	82,181	78,437	82,368	86,299	82,368	86,486	90,605	86,486	90,813	95,139
Purchasing Manager	86,174	90,480	94,786	90,480	95,014	99,549	95,014	99,757	104,499	99,757	104,749	109,741	104,749	109,990	115,232	109,990	115,482	120,973
*Customer Service Manager	70,096	73,611	77,126	73,611	77,293	80,974	77,293	81,162	85,030	81,162	85,218	89,274	85,218	89,482	93,746	89,482	93,954	98,426
Executive Assistant	65,915	69,202	72,488	69,202	72,654	76,107	72,654	76,294	79,934	76,294	80,101	83,907	80,101	84,115	88,130	84,115	88,317	92,518
Longevity Pay is based only on length of service.	在	****	****	***														

Effective 06/24/21 (FY22) / Adopted by the Board as of June 25, 2021								MONTH	MANAGEMENT MONTHLY SALARY SCHEDULE	MENT YY SCHE	OULE							
Title	Step 1	Step 1 L	Step 1 LL	Step 2	Step 2 L	Step 2 LL	Step 3	Step 3 L S	Step 3 LL	Step 4	Step 4 L	Step 4 LL	Step 5	Step 5 L	Step 5 LL	Step 6	Step 6 L S	Step 6 LL
CEO/General Manager	18,711	19,647	20,583	19,647	20,630	21,613	20,630	21,662	22,693	21,662	22,745	23,828	22,745	23,882	25,019	23,882	25,076	26,270
Chief Operating Officer	12,250	12,861	13,473	12,861	13,504	14,148	13,504	14,180	14,856	14,180	14,889	15,598	14,889	15,635	16,380	15,635	16,416	17,198
Maintenance Manager	9,573	10,052	10,530	10,052	10,554	11,057	10,554	11,081	11,608	11,081	11,636	12,191	11,636	12,218	12,801	12,218	12,828	13,439
Chief Financial Officer (CFO)	12,250	12,861	13,473	12,861	13,504	14,148	13,504	14,180	14,856	14,180	14,889	15,598	14,889	15,635	16,380	15,635	16,416	17,198
Planning and Development Director	10,442	10,963	11,485	10,963	11,511	12,059	11,511	12,087	12,662	12,087	12,692	13,296	12,692	13,326	13,960	13,326	13,992	14,657
Human Resources Director	11,489	12,062	12,636	12,062	12,666	13,269	12,666	13,298	13,931	13,298	13,964	14,629	13,964	14,662	15,361	14,662	15,396	16,129
Information Technology and Intelligent Transportation Systems Director	11,489	12,062	12,636	12,062	12,666	13,269	12,666	13,298	13,931	13,298	13,964	14,629	13,964	14,662	15,361	14,662	15,396	16,129
Marketing, Communications and Customer Service Director	8,402	8,821	9,240	8,821	9,261	9,702	9,261	9,724	10,187	9,724	10,211	10,698	10,211	10,722	11,234	10,722	11,258	11,794
Purchasing and Special Projects Director	8,402	8,821	9,240	8,821	9,261	9,702	9,261	9,724	10,187	9,724	10,211	10,698	10,211	10,722	11,234	10,722	11,258	11,794
Senior Database Administrator	9,157	9,615	10,072	9,615	10,095	10,575	10,095	10,599	11,104	10,599	11,130	11,660	11,130	11,686	12,243	11,686	12,270	12,854
Finance Deputy Director	9,185	9,644	10,104	9,644	10,126	10,608	10,126	10,632	11,138	10,632	11,164	11,697	11,164	11,723	12,281	11,723	12,308	12,894
Human Resources Deputy Director	8,620	9,052	9,483	9,052	9,504	9;666	9,504	9,979	10,454	9,979	10,478	10,977	10,478	11,002	11,525	11,002	11,551	12,100
Operations Manager - Fixed Route Division	7,526	7,902	8,278	7,902	8,298	8,693	8,298	8,712	9,126	8,712	9,147	9,582	9,147	9,604	10,062	9,604	10,085	10,565
Operations Manager - Paratransit Division	7,526	7,902	8,278	7,902	8,298	8,693	8,298	8,712	9,126	8,712	9,147	9,582	9,147	9,604	10,062	9,604	10,085	10,565
Assistant Maintenance Manager	7,181	7,540	7,899	7,540	7,918	8,296	7,918	8,313	8,708	8,313	8,729	9,145	8,729	9,166	6,603	9,166	9,624	10,081
Facilities Maintenance Manager	8,138	8,545	8,953	8,545	8,974	9,402	8,974	9,422	9,871	9,422	9,894	10,365	9,894	10,388	10,882	10,388	10,908	11,428
Database Administrator	7,963	8,362	8,760	8,362	8,779	9,197	8,779	9,218	9,656	9,218	6,679	10,140	9,679	10,163	10,646	10,163	10,670	11,178
Safety, Security and Risk Management Director	9,017	9,468	9,918	9,468	9,941	10,414	9,941	10,438	10,936	10,438	10,960	11,482	10,960	11,508	12,055	11,508	12,083	12,659
Assistant Operations Manager	5,646	5,928	6,211	5,928	6,224	6,521	6,224	6,536	6,848	6,536	6,864	7,192	6,864	7,207	7,550	7,207	7,568	7,928
Project Manager	5,646	5,928	6,211	5,928	6,224	6,521	6,224	6,536	6,848	6,536	6,864	7,192	6,864	7,207	7,550	7,207	7,568	7,928
Purchasing Manager	7,181	7,540	7,899	7,540	7,918	8,296	7,918	8,313	8,708	8,313	8,729	9,145	8,729	9,166	6,603	9,166	9,624	10,081
*Customer Service Manager	5,841	6,134	6,427	6,134	6,441	6,748	6,441	6,764	7,086	6,764	7,102	7,440	7,102	7,457	7,812	7,457	7,830	8,202
Executive Assistant	5,493	5,767	6,041	5,767	6,055	6,342	6,055	6,358	6,661	6,358	6,675	6,992	6,675	7,010	7,344	7,010	7,360	7,710

Lanaevity Pay is based only on kenath of service.

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

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### Attachment N



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

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

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT TO ADOPT A BUDGET FOR FISCAL YEARS 2022 AND 2023

**WHEREAS**, it is in the interest of the Santa Cruz Metropolitan Transit District to adopt a budget for each fiscal year; and

**WHEREAS**, a budget for Capital and Operating expenses and revenues has been developed for fiscal years 2022 and 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, that the budget attached hereto as Attachment B – Attachment L and presented to the Board of Directors is hereby adopted

**PASSED AND ADOPTED** this 25<sup>th</sup> Day of June 2021 by the following vote:

AYFS.

Directors -

	200.0.0	
NOES:	Directors -	
ABSTAIN:	Directors -	
ABSENT:	Directors -	
Approved: Donn	a Lind, Chair	

## Attachment N

Resolution NoPage 2 of 2	
Attest: Alex Clifford, CEO/General Manager	
Approved as to form:  Julie A. Sherman, General Counsel	

## **NEWS CLIPS**

May 21, 2021 - June 25, 2021

## Santa Cruz County Chamber

### Santa Cruz News

#### **ARTICLE**

**Date** 6/17/2021

ArticleType Chamber

Reopening California — The Santa Cruz County Way

Welcome Back California! Welcome back Santa Cruz County. The pent-up demand and eagerness of Californians to get back to a normal summer hit the Start Button on Tuesday, June 15. The headlines announcing California's reopening had sounds of an opening day of Major League Baseball. There has certainly been a buzz about what to expect and what limitations on our freedoms will still be in place.

The rules, the risk, the freedom: Everything you need to know about California reopening were the headlines in California news across the state -- Tuesday marked a new era for California: The State at 12:01 a.m. Tuesday rescinded most mask rules for vaccinated people and ended capacity limitations on businesses and venues. After more than a year of ever-changing stay-at-home rules, California's highly anticipated reopening started on Tuesday — the date that, as Gov. Gavin Newsom has put it, the state will move "Beyond the Blueprint," doing away with the color-coded system that has governed businesses, social gatherings, and masking habits to enter a post-pandemic world. "No more physical distancing, substantially modifying masking in the state of California, moving beyond these county tiers, the red, orange, purple, and increasingly yellow — and now looking forward to getting back to a semblance of normalcy without occupancy constraints," Newsom said last week.

On Monday afternoon, I listened to an hour-long press conference with our Santa Cruz County Public Health officers trying their best to unravel the cobweb of guidelines as we move "Beyond the Blueprint."

For more than 15 months, with statutory authority to take whatever "measures as may be necessary to prevent the spread of communicable diseases," the unelected local health officers have wielded extraordinary power since the onset of COVID-19, issuing the nation's first stay-in-place orders, shutting down whole economies, ordering residents to wear masks, and recommending nearly universal vaccination for adults. Now the COVID virus is turning to a new normal.

The Reopening of California information is listed here: <a href="https://covid19.ca.gov/safely-reopening/">https://covid19.ca.gov/safely-reopening/</a>. The new public health order effective June 15 supersedes all prior health orders. The order has limited restrictions, only related to masking and mega-events, as well as settings serving children and youth pending an expected update to the K-12 school's guidance by the Centers for Disease Control and Prevention.

Our masks are now off in the workplace, after a mandate that was in place since late February 2020. We have all been waiting for this day to come. The department has outlined the Dos and the Don'ts for daily life:

Restaurants, shopping malls, movie theaters, and most everyday places will be open as normal with no capacity limits or social distancing required. Protect yourself and others by keeping these common-sense rules in mind.

Santa Cruz County Public Health Do and Don't List

Do	Don't
✓ Wear a mask if you're unvaccinated, especially in crowded, indoor environments	X Expect others to be ready to shake hands or hug
✓ Follow safety rules for mega-events	X Lose your proof of vaccination
✓ Get tested if you're sick	Think you can't get the virus or pass it on because you feel well
✓ Wear a mask while on public transit, even if you're vaccinated	X Assume everyone is vaccinated
✓ Honor mask and distancing rules in place at private businesses	★ Expect all COVID-19 rules     everywhere to be lifted
✓ Get tested if required by your workplace	★ Travel into the U.S. without proof of vaccination or a negative COVID-19 test
✓ Wear a mask when you travel	X Travel if you're sick

This site is very helpful to underscore the significant progress we have overcome during the past 15 months. The story headlines in Wednesday's statewide newspapers had a mixed ring of celebration and caution. California fully reopened Tuesday, and with that, residents who are fully vaccinated were able to go into many public places without masks, even indoors. Some did. But many others decided to keep their masks on. Governor Newsom continued his monthlong VAX Up campaign announcing a new giveaway to encourage more Californians to get

vaccinated — 50,000 free tickets to the state's Six Flags amusement parks for those who get shots at nearby community clinics.

On the local Santa Cruz County reopening scene, many businesses were busy as it appeared to be a typical Tuesday in June. Lookout Santa Cruz covered the reopening with this story headline, "Here comes 'Super Tuesday': Will we magically transport back to a 2019 existence on June 15?"

https://lookout.co/santacruz/wallace-baine/the-here-now/story/2021-06-13/santa-cruz-covid-june-15-pandemic-coronavirus-masks.

The Santa Cruz Sentinel ran this story headline, "Santa Cruz businesses display 'cautious optimism' as California reopens"

https://www.santacruzsentinel.com/2021/06/15/santa-cruz-businesses-display-cautious-optimism-as-california-reopens/.

To every Santa Cruz County resident, every business (the employer and employees) and nonprofits, our schools, and our public sector leaders the past 15 months has been a ride on a silent roller coaster stuck at the top of the Boardwalk's Giant Dipper just waiting for the conductor to pull the release brake and let us continue the ride.

The reopening brought back the Santa Cruz County Chamber's first in-person Business After Hours event since February 2020. We cautiously gathered poolside at Hotel Paradox (https://www.hotelparadox.com/) for an afternoon of conversation with new members and long-time members chatting about their COVID experience. Munching on delicious appetizers and beverages without masks seemed out of place in the early minutes of the evening affair. Slowly the laughter and smiling faces were on display as the discussion turned to looking forward to the coming summer plans. We were greeted with the sounds of soft soothing music playing in the background by Tropicalma, a newly formed group, as the warm weather was not the typical Santa Cruz "June Gloom" fog. Tuesday, June 15, 2021, was a special night for the Chamber as a feeling of joy and freedom was evident in the 50-plus members and guests in attendance. June 15 marks a new beginning. One final reminder — the virus is still out there and until we have reached herd immunity a word of caution prevails above all else. In closing as we move into the uncharted summer months one clear message stands firm, quoting Mark Twain, "Kindness is the language which the deaf can hear and the blind can see." Stay the course.



## **Public Transportation Mask Mandate Remains in Effect Until September 13, 2021**

Santa Cruz METRO Transit District sent this bulletin at 06/16/2021 03:48 PM PDT

Santa Cruz METRO's mask mandate remains in effect until September 13, 2021 per the Federal TSA Security Directive.

Please be advised that the recent changes from the CDC and State of California on updated mask guidance does not impact public transportation.

METRO would like to advise our riders that public transportation continues to follow mask mandates from the Federal **TSA Security Directive 1582/84-21-01** "Security Measures – Face Mask Requirements" that was instated May 11, 2021 and has been extended to September 13, 2021. This directive requires that all members of the public wear a face mask while using public transportation, waiting at a bus stop, and visiting a Transit Center. As this is a Federal TSA mandate, METRO and all public transportation will need to continue to enforce the mask mandate until September 13th or until the order is rescinded.

METRO continues to provide complimentary masks onboard our buses.

We appreciate all of our riders continued support in following this mask mandate to ensure the safety of our employees and fellow riders.

Thank you for wearing your mask when using METRO services and while on METRO property.

To read the full TSA Security Directive visit <a href="https://www.tsa.gov/sites/default/files/sd-1582-84-21-01a.pdf">https://www.tsa.gov/sites/default/files/sd-1582-84-21-01a.pdf</a>

## Face masks required.



TSA requires proper wearing of face masks, per federal law. Face masks are to be worn at all times. Failure to comply will result in denial of boarding or removal, and may result in penalties.



Stay Healthy. Stay Secure. tsa.gov/coronavirus

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#### **Share Bulletin**





#### **METRO Summer Schedule**

Santa Cruz METRO Transit District sent this bulletin at 06/09/2021 09:15 AM PDT

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day, June 4, 2021

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CALIFORNIA REGULATIONS

## Vaccinated workers may have to **keep masks**

By Don Thompson

The Associated Press

SACRAMENTO » California is set to fully reopen in less than two weeks and do away with virtually all mask and social distancing requirements for vaccinated people. But officials who regulate workplaces in the state aren't ready to go that far and that's angering business groups.

The California Occupational Safety and Health Standards Board on Thursday was considering new workplace rules that would only allow workers to go maskless if everyone in a room is fully vaccinated against the coronavirus.

The rules could remain in place into early next year even though coronavirus cases have fallen dramatically in the state after a severe winter spike and as more people get vaccinated.

Recent U.S. Centers for Disease Control and Prevention guidance says that fully vaccinated people can now skip face coverings and distancing in nearly all situations and the state is set to follow that recommendation starting June 15.

But the state safety board's staff says conditions are different among workers, leading to a proposed rule that even vaccinated employees wear masks unless everyone else in their workspace is inoculated.

Helen Cleary, director of the Phylmar Regulatory Roundtable, a coalition of large businesses with major California operations, said she was "astonished" that the staff of the safety board, known as Cal/OSHA, didn't follow guidelines from federal and state health officials. The proposed rules would "create two classes of people" in the workplace, she told the board.

MASKS » PAGE 4

## Wasks

#### FROM PAGE 1

The proposed regulations set up "an inconsistent standard" between members of the public and employees of private and government workplaces, the California Chamber of Commerce and more than five dozen other business organizations said in a letter to the board.

server could work a lunch shift at a restaurant, get off work, go home, change out of their uniform and then masks and others to go go out to dinner with their family or friends at the same restaurant in the evening and not be required to wear a mask, even though they had to wear a mask earlier in the day while at work," added Katie Hansen, senior legislative director for the California Restaurant Association.

Safety board staff member Eric Berg said the proposed rules incorporate the latest scientific evidence and have been reviewed and supported by the state Department of Public Health.

They recognize key differences between employees and the public at large, including that that employees have "longer cumulative exposures" in the workplace than with casual social contact, Berg said.



MARCIO JOSE SANCHEZ - THE ASSOCIATED PRESS FILE

"A fully vaccinated A worker wears a mask while prepares desserts at the Universal City Walk, in Universal City.

> unmasked would create significant enforcement issues for employers and Cal/ OSHA, Berg said.

The Cal/OSHA regulations being considered by the board apply in almost every workplace in the state. Its pandemic rules apply to all employees except those working from home or where there is a single emplovee who does not have contact with other people.

"A very large proportion of California employees will remain unvaccinated as of June 15, 2021," the staff said in its recommendation. "Due to changes in social norms, as maskwearing and physical distancing decline among fully vaccinated people, those precautions are likely to decline among unvaccinated and partially vacci-

Allowing some to wear nated people as well."

Yet unvaccinated emplovees will remain at risk particularly from more contagious coronavirus variants, the staff reasoned.

Business groups are upset the staff didn't ease its masking recommendation during a two-week delay since the board postponed its consideration while its staff reviewed the CDC guidelines.

"CalOSHA is out of step with the rest of the country," said Andrew Sommer on behalf of the California Employers COVID-19 Prevention Coalition.

With the state set to reopen in less than two weeks, "we need worksites to be able to operate under normal conditions," added Melissa Patack, a vice president of the Motion Picture Association of America.

More than 17.5 million of

California's nearly 40 million residents are fully vaccinated, state health officials said Thursday, and the positivity rate for the virus is 0.9%.

While most speakers at the hearing opposed the proposed rules, they were supported by unions representing teamsters, machinists, utility workers, engineers and school employees.

"Worksite outbreaks are still occurring," said Maggie Robbins, occupational health specialist with Worksafe Inc., an Oaklandbased worker advocacy group, noting that the majority of Californians are not fully vaccinated.

"The workplace is not the same as deciding to go to a dinner party or the gym or go to a movie," she said. "There's a lot of work to be done before we have a substantially immune population where we can relax more of the controls.'

Employer organizations were also critical of a proposed rule that starting July 31 would require employers to provide the most effective N95 masks for voluntary use by employees who work indoors or at large outdoor events and are not fully vaccinated.

That will require employers to track workers' vaccination status and stockpile masks in competition with health care workers and as the state's wildfire season heats up.

## SANTA CRUZ LOCAL...

## **Rising Pension Costs In Santa Cruz: Your Questions Answered**

By Kara Meyberg Guzman

June 4, 2021



Rising pension costs are "a big part" of Santa Cruz's structural deficit, city Finance Director Kim Krause said. (Kara Meyberg Guzman — Santa Cruz Local file)

Several Santa Cruz Local readers said they wanted to know more about the City of Santa Cruz's rising pension costs. As the Santa Cruz City Council prepares to adopt the city budget for the next fiscal year at its June 8 meeting, Santa Cruz Local pressed city Finance Director Kim Krause with readers' budget questions and concerns.

Scroll for answers to these questions:

- How much of Santa Cruz's deficit is due to pension costs?
- Could the city raise taxes to address the deficit?
- Are Santa Cruz leaders considering pension obligation bonds?
- What more can city leaders do to address rising pension costs?
- What are highlights of the proposed budget?

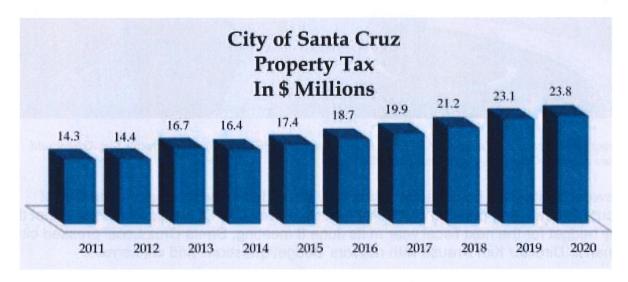
For the next 10 years, Santa Cruz leaders forecast \$1 million to \$5 million annual deficits, according to the draft budget. How much of that deficit is due to pension costs?

Rising pension costs are "a big part" of the deficit, Krause said.

- The annual cost for Santa Cruz employee pensions is expected to grow from \$14 million in 2022 to \$22 million by 2030. Pensions are expected to account for about 12% of the city's General Fund expenses in the next fiscal year and 16% by 2030, Krause said.
- Cities across the state face rising pension costs. CalPERS, the state agency that
  manages retirement benefits for public employees, invests in the stock market
  and real estate to help pay for those benefits. CalPERS' rate of return on its
  investments has dropped since the 1990s, which means that CalPERS
  contributes less money for employee plans and cities contribute more. The last
  recession exacerbated CalPERS' losses.

Krause listed two more reasons for why the city's expenses are expected to exceed revenues:

- Slow growth of property tax revenue: Property taxes are the main revenue source for the city's General Fund. The General Fund funds parks, police, economic development, planning, homelessness-related costs and other city services. Krause said California's Prop. 13 restrictions on property tax growth prevents property tax revenue from matching growth in city expenses.
- Other employee costs: Employee costs account for about two-thirds of General Fund expenses.



The City of Santa Cruz's property tax revenue has grown since the last recession. (Source: City of Santa Cruz 2020 Comprehensive Annual Financial Report)

#### Could the city raise taxes to address the deficit?

In June, the city council is expected to discuss a possible ballot measure potentially to raise a local tax, City Manager Martín Bernal said in a May 25 Santa Cruz City Council budget hearing. Then it would be up to city voters to decide.

Bernal did not say what type of tax. "Without the addition of new revenue sources to the city, we do face deficits over the long term so it is really essential to our long-term sustainability," Bernal said.

- In fall 2019, prior to the pandemic, the council discussed the placement of a hotel tax increase on the November 2020 ballot. It did not move forward. A council committee has continued to study the issue.
- A polling firm in 2019 showed a tax increase would be difficult to pass, due to
  "low approval ratings for the City Council and some City city departments, a lack
  of sufficient proportional consensus that the city is in significant need of more
  money, and the possibility of organized opposition," according to a 2019 staff
  report.
- Krause, the finance director, declined to comment on the proposal during a June 1 interview. A recent poll was conducted, Krause said, but its results have not been made public.

To address growing pension costs, local agencies including the city of Scotts Valley, the Santa Cruz County Board of Supervisors and the Santa Cruz Metropolitan Transit District are considering pension obligation bonds. Are Santa Cruz city leaders considering these bonds to address growing pension costs?

- Pension obligation bonds are bonds that local governments issue when interest rates are low to help pay off unfunded pension liabilities. However, many experts including the Government Finance Officers Association consider those bonds risky because if the market crashes, local governments' debt grows.
- The city of Santa Cruz issued pension obligation bonds for \$24.1 million in 2011.
   The city will complete its scheduled payments for those bonds next fiscal year.
   Those bonds are expected to save the city \$3.2 million, Krause said.
- Neither city staff nor the Santa Cruz City Council has proposed issuing more pension obligation bonds. Krause said she looked into it and concluded that pension obligation bonds are not a good idea. "On the surface it seems like 'Well, hey, if you reduce your interest rate to 3.5%, that should be a good deal," Krause said. "But then your unfunded liability is likely to come back if (Cal)PERS doesn't make their returns on investment. So then I'm like, well then you have the debt—and you have the unfunded liability."

#### What more can city leaders do to address growing pension costs?

Krause said she could not think of anything more that city leaders could do.

According to the city's 2020 Comprehensive Annual Financial Report, city leaders have taken the following steps in recent years:

- All of the city's employee bargaining units have agreed to share the cost of pension plans.
- City leaders established a "Section 115 Trust Fund" to help pay for unfunded liabilities for pensions and other retirement benefits such as health insurance.
- The city contributed about \$12.4 million to CalPERS in 2019 to pay down the city's unfunded pension liabilities to help lower future payments and interest costs.

In 2011 and 2013 city leaders also created lower-cost pension tiers for new employees. Employees in the lower tiers contribute more to their pension plans.

The League of California Cities lobbies on behalf of cities for pension sustainability. In a 2018 report, the league listed six recommendations for cities to exercise their "limited options" under state law to address rising pension costs. Santa Cruz leaders have used all six of those approaches to some extent in recent years.

• Examples include local ballot measures to grow revenue, Section 115 Trust Funds and negotiation to increase employee pension contributions.

To reduce financial risk, city leaders cut General Fund spending each year since fiscal year 2017-18. However, the proposed \$112.2 million General Fund for next year would be the city's largest annual General Fund spending in several years.

- General Fund spending is expected to be \$99 million for the fiscal year that ends June 30. It was \$103.5 million for fiscal year 2019-20 and \$104.3 million for fiscal year 2018-19.
- City leaders expect to receive \$14 million in one-time federal American Rescue Plan Act money. The draft budget assumes receipt of the money.

The Santa Cruz County Civil Grand Jury reviewed Santa Cruz's and other local jurisdictions' financial risk related to pensions and other costs in a 2020 report. The grand jury made 11 recommendations for the City of Santa Cruz and other local jurisdictions.



The California state auditor ranks Santa Cruz among the highest-risk cities in the state for future pension costs. Click the image to see the dashboard. (California State Auditor's website)

#### Examples include:

- Adoption of the state auditor's office risk assessment framework. The state
  auditor ranked the City of Santa Cruz as among the highest-risk cities in
  California for the following financial indicators: General Fund reserves, future
  pension costs and funding for other retirement benefits. The rankings are based
  on 2018-19 data.
- Development of a policy on control of retirement benefits and funding plans for unexpected CalPERS bills

In a formal response to the civil grand jury in March, Santa Cruz leaders wrote that they did not plan to implement nine of the 11 recommendations. The Santa Cruz City Council approved the response. Reasons for rejection of included:

- "Under the current economic, health, and social mandates, the city does not have the capacity to evaluate whether this should be implemented, and whether the benefits would outweigh the costs," city staff wrote regarding five of the recommendations.
- "The city has taken many steps to control pension and other post-employment benefits. The city negotiated for employees to pay part of the city's share of the CalPERS retirement obligation. The city has also limited other post-employment retirement benefits to flat monthly amounts for eligible retirees. If significant shortfalls were projected in the long-term forecast, the city would take additional steps to control those costs, up to and including negotiating with the city's unions for additional cost-sharing," city staff wrote.

# What are other highlights of Santa Cruz's proposed budget for fiscal year 2021-22?

The draft budget restores most of last year's cuts, lifts a hiring freeze and does not include furloughs. The draft budget includes cuts to the following departments:

- Parks and Recreation (\$617,000 cut): Reduced budgets for San Lorenzo River levee maintenance, homeless camp cleanup, and tree work in wildlands. City staff plan to search for grants to support camp cleanups. Annual events such as Woodies on the Wharf and the Japanese Cultural Fair would not receive financial support from the city. Temporary staff for the Civic Auditorium would be reduced. City staff plan to focus money and staff on high-demand areas that generate revenue, such as sports programs and child care, Parks and Recreation Director Tony Elliot said May 26.
- **Public Works** (\$348,000 cut): About \$107,000 of savings is due to a grant for the city's "Local Roadway Safety Plan." Cuts include \$63,700 to street materials and services. "A lot of this street work has been shifted to homeless cleanups and so some of this materials (budget) has not been spent, so we think we'll be fine this year by reducing it," Public Works Director Mark Dettle said May 26.
- **Economic Development** (\$181,000 cut): Cuts include reduced temporary staff, training, trolley operations and property management.
- **Finance** (\$79,000 cut)

The General Fund capital improvement program, which funds major public facility construction projects, would be mostly unfunded. Street resurfacing projects would not be funded next year.

The city's unfunded capital improvement projects total more than \$307 million.
 Unfunded transportation projects account for about \$242 million.

# Santa Cruz Sentinel

## Pacific Station Redevelopment Housing In Santa Cruz Takes Another Step Forward

By Ryan Stuart | Santa Cruz Sentinel

June 2, 2021

SANTA CRUZ – The Santa Cruz Zoning Administrator approved the Coastal Permit for the Pacific Station Redevelopment project on Wednesday.

The Coastal Permit will allow the city to demolish the current METRO Center at 920 Pacific Ave. The demolition is needed in order to build a seven-story mixed-use apartment building, which the City Council approved in December. Part of the development will also eliminate a street-level parking lot that provides 16 parking spaces for the city.

The development will boast 94 units which are 100% affordable, according to Principal Planning Director Sam Haschert. The units will deed restricted to 60% or less of the area median income, and one-quarter of them will be available to households at 30% or less of the area median income.

The area median income in Santa Cruz County was \$110,000 per household in 2020, according to the California Department of Housing and Community Development. Seventy units will be available to residents that earn up to \$66,000 a year, while the remaining 24 will be available to households that earn \$33,000 a year or less.

The Pacific Station Redevelopment will also feature first and second floor retail and office opportunities, as well as public and residential bicycle parking. Plans for the living space also feature the reconstruction of the METRO station that will be knocked down to make room for the apartment building.

The zoning administrator approved an application to demolish two non-residential buildings on Front Street to make room for the new METRO station, subsequent to the Pacific Station Redevelopment approval on Wednesday. Demolition will include the old NIAC office building at 333 Front St. The construction will also include the METRO bus bays north of the station.

The new station will feature 22 bus bays, as well as pedestrian access through and to the station. The current station only has nine bus bays.

The zoning administrator received one public correspondence in regard to the development. Santa Cruz resident Anita Webb voiced her concern over the project's lack of parking for cars and other vehicles.

She expressed her concern for families that need to drop their children off at school, especially with no schools in the immediate vicinity. City staff quickly debunked the claim. There are four schools at three different levels within walking distance of the development's location.

"I think a lot of these families may actually want to walk their kids," Housing and Community Development Manager Jessica de Wit said. "It's a beautiful morning out in Santa Cruz, why not walk with your kids to school or bike with them?"

Santa Cruz High School is half-a-mile away from the development and just a 12-minute walk, according to Google Maps. The walk to Bay View Elementary is about twice as long at 24 minutes and 1.2 miles, while the walk to Mission Hill Middle School is less than a mile and 19 minutes long. The farthest walk would be to Westlake Elementary at 1.7 miles and 38 minutes.

Development Manager David McCormic noted that residents of the Pacific Station Redevelopment will be supplemented with bus passes and buses will make stops at neighboring schools. He also mentioned the high cost of car ownership and that less use of a car will allow low-income families to save money for other needs.

However, Webb sees that as not enough. She acknowledged families that still need to commute to work or need their cars for other ventures. They would need to park their car in a garage elsewhere in the city, which she felt needs to be addressed.

"There is a trade off. Not everyone can afford to go without a car," McCormic said. "It's also important to remind ourselves that cost of ownership on vehicles is extremely high. Being able to go car-free in a very walkable, bikeable, centralized location with transit access, really frees up a lot of income for the families that want to live here."

McCormic noted a statistic from the U.S. Bureau of Labor which states families within the income bracket that would be eligible for this apartment project would need to spend 15-33% of their income on transit costs to own a car.

Webb also inquired about what would become of METRO while the apartments and new station were under construction. The city has been looking into locations to run METRO out of during the construction process like the River Street curve or upper Front Street, but has not come to a final decision, according to McCormic.



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The 71 METRO bus pulls out of the Watsonville Transit Center Tuesday on its way to Santa Cruz. — Tarmo Hannula/The Pajaronian

## **METRO Board Extends CEO's Contract As Unions Call For His Dismissal**

By: Tony Nuñez

May 28, 2021

**SANTA CRUZ COUNTY**—The Santa Cruz Metropolitan Transit District (METRO) Board of Directors at its May 21 virtual meeting unanimously approved a contract extension with CEO and General Manager Alex Clifford that will keep him at the head of the transportation agency through May 6, 2025.

The decision came despite calls from two unions representing various METRO employees—including bus operators—for the board to part ways with Clifford because of "serious concerns" about his behavior as CEO, according to an email sent to the board on May 20 obtained by this publication.

More than 80% of local Sheet Metal Air Rail Transportation (SMART) and Service Employees International Union (SEIU) members said in a survey that they have "no confidence" in Clifford's leadership, the email shows.

That vote reflects, the email states, Clifford's unwillingness to work with the unions in various capacities. That includes failing to meet with union officers to ease tensions around Covid-19 safety precautions and possible layoffs, requiring that all METRO employees return to the office with "no flexibility for remote work whatsoever," and entering into pricey arbitration with employees, according to documents attached to the email.

"We need someone that can respect our hard work, and sees our unions as allies rather than enemies," the email states.

James Sandoval, who sent the email to the board on behalf of the two unions, declined to comment for this story.

The unions also called into question Clifford's steadily rising salary since his hiring in 2014, including a "step increase" approved by the board on May 21 that moved his monthly pay to roughly \$22,000—about \$5,000 more than his starting salary seven years ago. The step increase was included in Clifford's prior contract renewal, which was set to expire in 2022. So long as he did a "satisfactory" job, Clifford would receive an annual step increase to a higher salary.

Under the new contract—presented in excerpts to the public at the May 21 meeting—Clifford will now have to meet a set of "metrics" defined by the board in order to receive an annual 5% pay increase.

What those metrics will be are still to be determined, board chair Donna Lind said in an interview Monday. She said she expects the board will establish a committee at an upcoming meeting that will determine what metrics Clifford will have to meet to receive the pay increase and stick around as CEO/GM.

"[The board feels] he's done a good job—a great job, really—but when there's nothing really established, no goals that we can show the public he's met, you can't really say how he's addressed several issues," said Lind, also a Scotts Valley City Councilwoman.

It is not the first time that a union has raised concerns about Clifford's salary. In 2017, SEIU Local 521 members protested a 10% salary increase saying that the agency was not in a financial position to give pay raises to its top brass after making a 12% cut in service just a year prior. Board members then also said the salary bump was not a pay raise, but rather a step increase included in Clifford's contract.

The May 20 email, as union members argued back in 2017, states that there was no transparency with that step increase and that Clifford moved up two "steps" after deferring an increase the year prior. In addition, the email states, Clifford started a new step increase plan that would net him a 30% raise over five years.

But Lind said that Clifford's leadership has helped the agency regain its fiscal footing after facing dire times before he arrived in 2014.

Under Clifford, Lind said, the agency helped pass Measure D in 2016, and has since replaced roughly 30 of the 63 buses that were breaking down. She also highlighted Clifford's efforts in moving the agency's fleet to more environmentally friendly buses, improving METRO's marketing and starting new programs through various grants.

"He's fiscally turned METRO around from approaching bankruptcy to being fiscally strong," Lind said.

She also notes that METRO was the only transportation agency that did not receive any complaints or suggestions from Cal/OSHA when officials from that office reviewed their Covid-19 precautions. In addition, Clifford helped fend off layoffs during the pandemic despite a large drop in ridership because of social distancing restrictions, Lind said.

"That's because of Alex's leadership," she said. "It's because he went above and beyond with [Covid-19] precautions."

#### KSBW 8

# Santa Cruz METRO Mourns Alongside Their VTA Transportation Family

By: Dan Green 5/27/21

Santa Cruz METRO is also mourning for their transportation brothers and sisters at VTA. Flags are at half-staff at the Pacific Avenue station in downtown Santa Cruz to honor those nine victims. Representatives will be at tonight's vigil. CEO Alex Clifford reached out and sent a message of condolences to the acting CEO Evelyn Tran. METRO's management staff reached out to their peers over the hill as well. A lot of our members are having a hard time right now because we connect in San Jose, we see those drivers, we see those transportation workers and it's just sad times right now. The district is providing guidance counselors for its drivers and personnel during this time.



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# **METRO Restroom Re-Opening**

Santa Cruz METRO Transit District sent this bulletin at 05/21/2021 02:23 PM PDT

METRO announces that as of today, Friday, May 21, 2021, that the customer restrooms at the METRO Center in Santa Cruz, Watsonville Transit Center, and the Scotts Valley Transit Center are now open to METRO customers daily from 8AM to 8PM.

Restrooms are limited to METRO customers only. Please be ready to show proof of fare if requested by security.

We also ask that all METRO customers continue to follow TSA's mandatory face mask Security Directive while on METRO property and using METRO services.

METRO appreciates your patience while we have worked to reopen our restrooms safely.



Update your subscriptions, modify your password or e-mail address, or stop subscriptions at any time on your <u>Subscriber Preferences Page</u>. You will need to use your e-mail address to log in. If you have questions or problems with the subscription service, please contact <u>subscriberhelp.govdelivery.com</u>.

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#### AMERICAN GREATNESS

#### Tragedy Highlights the Obsolescence of Light Rail

It is time to rethink the entire concept of light rail. It has never lived up to its promise for public transportation.

By Edward Ring\_ June 14, 2021

Despite the fact that cars—personal autonomous vehicles—are becoming more versatile, more diverse, and more sustainable every year, and although virtually every technology expert and social prognosticator has known this for decades, American taxpayers nonetheless have poured countless billions of dollars into urban "light rail" schemes rather than improving roads. Metropolitan passenger rail does make sense in some of America's most densely populated cities—New York City and Boston are examples—but in suburban California, they have never worked and never will.

A prime example of this folly is none other than Silicon Valley, where despite the presence of innovators who have already put onto the road electric vehicles that can go from zero to 60 in under three seconds *and* drive themselves, and are about to put into the air passenger drones that will leapfrog surface transportation, billions have been squandered on light rail that hardly anyone uses.

Every weekday in Santa Clara County, more than 700,000 commuters drive to work. Before the pandemic struck, in 2019, an additional 27,000 used light rail for this commute. Post-pandemic, it is unlikely ridership on light rail will ever recover to 2019 levels. Commuting by car, for that matter, may have peaked, since one bright spot in the challenges of the past year is that work-at-home technologies finally have come of age.

#### **Union Rule**

So why did transportation planners ever decide to invest billions in a light rail system that never took more than 4 percent of cars off the road?

Part of the reason is the power of public-sector unions. Widening freeways doesn't create thousands of permanent jobs. In 2019, according to data provided to the California state controller, the Santa Clara Valley Transit Authority (VTA) employed 2,300 full- and part-time workers, more than 80 percent of them full-time. The total pay and benefits cost taxpayers \$298 million, and the *average* full-time pay and benefits package was \$142,000 per year.

It's fine that unions look out for the pay and benefits of their members, but it's not OK when public sector workers use their political power to influence the elections of their bosses or negotiate wages and benefits knowing they aren't negotiating with a business that has to manage costs to make a profit and survive.

Worse, it's not OK when they use their political power to create and perpetuate a publicly funded institution—in this case light rail in Santa Clara County—that has never even made a dent in reducing traffic congestion.

The mass shooting in late May at a Santa Clara Valley Transit Authority hub has laid bare the failures of a union-led, rent-seeking government agency for anyone willing to look honestly at the problem. While it is understandable and appropriate to focus on the victims of this horrible crime, at some point it will be necessary to examine and, one hopes, ameliorate the dysfunctional institutional environment in which this massacre occurred.

The shooter, who worked for the VTA, was known to have personality issues and to harbor hostility for his fellow workers. We do not know whether any disciplinary action was taken against him, but we do know that as a member of Amalgamated Transit Union Local 256, he was protected by a labor agreement that erected high barriers to termination.

For example, the agreement states, "Adverse notations on the employee's record more than [1-3 years depending on type] shall not be admitted into evidence or considered to support the charges at any level in the grievance and arbitration procedures." So even if the shooter had a demonstrable track record of conflict with other employees over a number of years, only the most recent instances could be considered in any disciplinary proceeding. We recently learned that he had *five* incidents that came to the attention of VTA human resources since 2019 and have to wonder whether he had previous infractions.

#### A Nonessential Service?

In the aftermath of the shooting, VTA announced an indefinite suspension of its light rail service. It temporarily offered and then canceled substitute bus service, leaving riders to find other options. This would appear either to be a very painful suspension of an essential service or a sign that the service is not really essential.

On May 31, five days after the shooting, interim VTA General Manager Evelynn Tran wrote:

I have directed staff to make our people our first priority. We will marshal all the resources we can to assist our people through this. It will mean providing less service to the community than we would wish. But healing our organization must be our first priority.

The San Jose Spotlight reported that VTA was providing all employees—regardless of whether they were on-site during the shooting or were friends of the deceased—between 40 and 60 hours of paid bereavement leave. The *Mercury News* reported that light-rail service will remain unavailable for weeks or possibly months.

Disasters have befallen other major transportation providers in the past, but they generally restored service quickly. Consider 9/11, for example. The New York subway system was shut down for less than three hours, while service in the most heavily impacted lower Manhattan area was largely restored over a period of weeks. Civilian air traffic was restored two days after the event, which was the worst attack on the American homeland since Pearl Harbor.

#### **Worst in America**

But VTA was struggling long before COVID-19, and before a disgruntled employee massacred his coworkers. In 2007, transit expert Tom Rubin gave a presentation on the question of whether "Valley Transit is the worst Transit Agency in the U.S."

In the presentation, Rubin argued that VTA's strategy is poorly tailored to the transit needs of the Santa Clara Valley. Because the San Jose Central Business District is not a major transportation destination, travel in the region is a case of "everyone going from everywhere to everywhere." Under these conditions, it is best to offer transit solutions that are flexible and have low capital costs. Until a few years ago, these solutions would have been vans and buses, with app-based ridesharing becoming an additional option more recently.

Although VTA could not be expected to predict the rise of Uber, it can be blamed for choosing to invest in light rail rather than focusing on its bus system. And, worse, when light rail produced disappointing results, VTA made the problem worse by paying for an expensive BART extension through downtown San Jose.

Even back in the early 2000s, VTA light rail had dismal ridership and farebox recovery ratios compared to other transit agencies. According to Rubin's presentation, fares covered 12.2 percent of operating expenses in 2005. VTA's latest financial audit showed a farebox recovery ratio of only 9.1 percent in fiscal year 2019 with a further decline amidst the pandemic.

Average weekday light rail ridership peaked at 35,000 riders in 2014 and declined to just 27,000 in 2019. Recently, VTA management projected (at page 323) that fiscal year 2021 ridership would be about 29 percent of fiscal year 2019 levels. Actual results are likely to be much worse due to the absence of service in June.

An extended absence of service will oblige regular riders to find alternatives, which they may continue to use once service resumes. As a result, VTA's projection of 2023 ridership reaching 91 percent of 2019 levels seems implausible.

Under the circumstances, VTA's best option would be to eliminate most or all light rail service, replacing it with buses, vans, and (for economically disadvantaged passengers) rideshare vouchers. The authority may need a waiver from a federal requirement that capital grants be reimbursed if services built with federal funds are shut down.

#### **Amid Crisis, An Opportunity**

In the wake of two tragedies—the pandemic that changed forever how people will view congregating in confined spaces such as light rail passenger cars, and the localized but horrible shooting that shut down VTA until further notice—it is time to rethink the entire concept of light rail. It has never lived up to its promise for public transportation. VTA, ideally with the support of their union, must look to new innovations in ridesharing combined with time-tested solutions like buses and taxis.

Probably because it has the best weather on earth and some of the best scenery, innovation survives in California in spite of a government that is doing everything it can to destroy it. To the extent municipal transit agencies may still have a role, if they must survive, they can deploy buses.

Instead of clinging to "light rail" as a transportation solution, Californians need to widen their roads, develop smart "hyperlanes" where autonomous EVs can convoy at high speeds, and work with the FAA to allocate aerial corridors for passenger drones. These solutions, all of them incorporating shared cars along with privately owned personal conveyances, can solve the transportation challenges of the future.

#### Global Distribution Newswire



# San Francisco Bay Area's AC Transit Orders An Additional 20 Fuel Cell-Electric Buses From NFI's New Flyer

June 14, 2021 07:30 ET | Source: NFI Group Inc

WINNIPEG, Manitoba, June 14, 2021 (GLOBE NEWSWIRE) -- (TSX: NFI, OTC: NFYEF) NFI Group Inc. ("NFI" or the "Company"), a leading independent bus and coach manufacturer and a leader in electric mass mobility solutions, today announced that the Alameda Contra Costa Transit District ("AC Transit") has awarded NFI subsidiary New Flyer of America Inc. ("New Flyer") an order for 20 zero-emission, hydrogen fuel cell-electric 40-foot Xcelsior CHARGE H2<sup>TM</sup> heavy-duty transit buses. The purchase was made through California's State Cooperative Procurement, which New Flyer was selected for as a top-scoring approved supplier in 2019.

Supported by Federal Transit Administration funds, the order follows AC Transit's 2019 purchase of ten hydrogen fuel cell-electric and five battery-electric buses from NFI, and demonstrably advances AC Transit's Clean Corridors Plan (a commitment to operate a 25% zero-emission fleet by 2023) and ultimately its implementation of the California Air Resources Board ("CARB") Innovative Clean Transit Regulation that requires all California agencies to transition to zero-emission bus fleets by 2040.

Based in Oakland, AC Transit is one of the largest bus-only systems in America, serving Alameda and Contra Costa counties in the San Francisco Bay Area's East Bay, delivering over 52 million rides annually.

"Since 1980, NFI has delivered over 740 buses to AC Transit, and we are pleased to continue expanding zero-emission mobility in the greater San Francisco Bay Area through this follow-on order," said Paul Soubry, President and Chief Executive Officer, NFI. "AC Transit is an innovative leader focused on delivering the best in urban mobility for its riders, and we look forward to supporting AC Transit on its continued journey to a fully zero-emission fleet."

"With more Xcelsior CHARGE H2 fuel cell buses in its fleet, AC Transit can count on proven range performance, cleaner transportation, reduced noise pollution, and elimination of greenhouse gases — with buses that produce only clean water vapor from the tailpipe," said Chris Stoddart, President, New Flyer and MCI.

NFI is a leader in zero-emission mobility, with electric vehicles operating (or on order) in more than 80 cities in four countries. NFI offers the widest range of zero-emission battery and fuel cell electric buses and coaches, and the Company's vehicles have completed over 40 million EV service miles.

Today, NFI supports growing North American cities with scalable, clean, and sustainable mobility solutions through a four-pillar approach that includes buses and coaches, technology, infrastructure, and workforce development. It also operates the VIC, the first and only innovation lab of its kind dedicated to advancing bus and coach technology and providing workforce development. Since opening late 2017, the VIC has hosted over 300 interactive events, welcoming 3,000 industry professionals for EV and infrastructure training. For more information, visit newflyer.com/VIC.

#### **About NFI**

Leveraging 450 years of combined experience, NFI is leading the electrification of mass mobility around the world. With zero-emission buses and coaches, infrastructure, and technology, NFI meets today's urban demands for scalable smart mobility solutions. Together, NFI is enabling more livable cities through connected, clean, and sustainable transportation.

With 8,000 team members in ten countries, NFI is a leading global bus manufacturer of mass mobility solutions under the brands New Flyer® (heavy-duty transit buses), MCI® (motor coaches), Alexander Dennis Limited (single and double-deck buses), Plaxton (motor coaches), ARBOC® (low-floor cutaway and medium-duty buses), and NFI Parts<sup>TM</sup>. NFI currently offers the widest range of sustainable drive systems available, including zero-emission electric (trolley, battery, and fuel cell), natural gas, electric hybrid, and clean diesel. In total, NFI supports its installed base of over 105,000 buses and coaches around the world. NFI common shares are traded on the Toronto Stock Exchange under the symbol NFI. News and information is available at www.nfigroup.com, www.newflyer.com, www.mcicoach.com, www.arbocsv.com, www.alexander-dennis.com, and www.nfi.parts.

#### **About New Flyer**

New Flyer is North America's heavy-duty transit bus leader and offers the most advanced product line under the Xcelsior<sup>®</sup> and Xcelsior CHARGE<sup>TM</sup> brands. It also offers infrastructure development through New Flyer Infrastructure Solutions<sup>TM</sup>, a service dedicated to providing safe, sustainable, and reliable charging and mobility solutions. New Flyer actively supports over 35,000 heavy-duty transit buses (New Flyer, NABI, and Orion) currently in service, of which 8,600 are powered by electric motors and battery propulsion and 1,900 are zero-emission. Further information is available at www.newflyer.com.

#### **PBS News Hour**

## **COVID-19 Changed Public Transportation. Here's How.**



By — Justin Stabley & Vignesh Ramachandran

June 10, 2021

Millions of commuters in the U.S. continue to rely on public transit, even as the COVID-19 pandemic has forced riders to contend with social distancing and other safety measures. To adapt to the spread of the airborne virus and to anticipate a post-pandemic world in which people are still wary of close contact, transportation agencies in major cities have had to quickly change the way they plan and conduct their services.

The most obvious change the agencies have adapted is the amount of thorough cleaning required to keep passengers safe and encouraging six feet between passengers.

As more Americans get vaccinated and many start returning to workplaces, transit agencies see this transition to a post-pandemic society as an opportunity to fundamentally change how public transit works by both updating physical procedures and reevaluating the metric of success for the decades-old systems.

"There's always an instinct to try and get back to what it was and I think we all know deep down that there isn't a 'back to what it was."

"There's always an instinct to try and get back to what it was and I think we all know deep down that there isn't a 'back to what it was,'" said Jarrett Walker, a public transit planning and policy consultant. "We're in that very rare moment where nobody ... can seriously predict what the world is going to be like a year from now."

For infrastructure and transit designers, this period of upheaval has given them an opportunity to explore innovative ideas to combat the possibility of future pandemics.

Ryan Teo is a senior at Northwestern University who, along with three graduate students, designed the "Futurebus" concept aiming to face that challenge. Rather than entering and exiting through one singular door, this bus design opens an entire side of the vehicle, allowing passengers to step out without coming in close contact with other riders.

Teo, who's studying product design, said they were inspired by dandelions when they devised the layout.

"We looked at how the dandelion opens up and how the seeds dispersed in all different directions," he said.

Teo described Futurebus as a "blue sky idea for the radical future," but Paul Comfort, author of "The Future of Public Transportation," said many agencies are exploring "high tech, low touch" solutions to modern transit demands, especially in light of the pandemic.

Comfort said many agencies are looking into phone-based booking options, which could minimize direct contact.

He also said transit agencies are exploring green energy vehicles to replace current buses. In early May, Sen. Chuck Schumer (D-N.Y.) announced a "Green New Wheel" plan to make all of the nearly 6,000 New York City buses run on zero emissions as part of Biden's larger, national infrastructure plan. Although he didn't set a timeline, Schumer said the hope is to implement this change across the country, but he said doing so may require an additional \$50 billion on top of the planned \$25 billion set aside for the project.

But most transit agencies across the country right now are not yet trying those cuttingedge technologies, but instead using the limited resources they have to adapt with more conventional updates.

Bay Area Rapid Transit (BART) might transport residents near some of San Francisco's and Oakland's most technologically savvy startups and tech titans, but the technology BART uses is improving on older, existing technology. After experimenting with them during the pandemic, BART is permanently adding denser air filters for its train ventilation, as well as testing UV light rods that help zap air particles.

BART is also piloting a new configuration of seats that creates more space between passengers.

The Massachusetts Bay Transportation Authority (MBTA) is updating its HVAC across its Boston network. The MBTA is also sharing live data about how crowded its buses are to riders online, on a smartphone app and on in-station screens — allowing riders to make informed decisions about the transport before they get on it. "The definition of a 'crowded' bus will change as social distancing restrictions ease, but crowding has long been a frustration for transit riders," Lisa Battison, a spokesperson for the agency, said in a statement.

The Metropolitan Transportation Authority (MTA) in New York — the nation's largest public transit network — still sees about two million people ride its subways each day, but that is compared to about 5.5 million before the pandemic. The MTA has added transparent dividers between bus operators and passengers, as well as vending machines at subway stations that sell face masks, gloves, wipes and hand sanitizer. It has also launched a pilot program to explore whether the use of ultraviolet technology might help disinfect train cars.

"[People are] going to see that the subway stations feel and smell and look vastly different than they did before the pandemic," said Patrick J. Foye, the MTA's chairman and CEO, told the PBS NewsHour. "That disinfecting regime we intend to continue."



A sign in a light rail train in Phoenix, Arizona shows a face mask requirement. Photo by Justin Stabley/PBS NewsHour

In the nation's capital, the Washington Metropolitan Area Transit Authority ("Metro") is working on upgrading air filtration on its trains and buses, as well as providing real-time crowding information.

In a national survey from April 2020, the most widely explored solution to maintain social distancing was to simply increase service on particular routes to reduce overcrowding. But lower ridership and a smaller pool of available drivers during the pandemic has forced agencies to cut many bus and metro lines due to low turnout and a pool of fewer drivers.

"When the crisis hit, transit agencies had to downsize very suddenly," Walker said. "It was very hard in those first few weeks of the pandemic."

Still, Walker hopes this period of upheaval can jumpstart a serious discussion on the ways transit authorities can plan for the future and a post-pandemic world on a system-wide level.

"Agencies are starting to put services back, but they want to be thoughtful about what they put back," he said.

Walker pointed out that a lot of resources prior to the pandemic went to handling rush hour traffic, which means many of the buses used in a day were in service a few hours in the morning and a few hours at night. The virus lockdowns, however, pushed office workers out of company buildings and into their homes, significantly reducing rush hour traffic.

Lower-income people, he said, have jobs with a wider distribution of hours, and so make up the more even spread of riders throughout the day.

"There's a potential for a shift here from a tradition of overwhelming volumes of rush hour service, to something more like a constant, all day service pattern."

He said this is an opportunity to evaluate where those resources should now go as many white-collar workers have a serious discussion about whether they need to go into the office at all. Despite businesses rapidly reopening across the country, over 70 percent of office employees are still working from home.

"There's a potential for a shift here from a tradition of overwhelming volumes of rush hour service, to something more like a constant, all day service pattern," he said.

While some agencies are exploring smartphone-based fare collecting, Comfort said some cities have removed fares altogether. The Greater Richmond Transit Company (GRTC) in Virginia eliminated fares in March 2020 to help reduce "close interactions at bus fareboxes," said Julie Timm, the CEO of GRTC in a statement at the time.

Since then, the GRTC has depended on pandemic relief funding to sustain its services.

Timm is also an advocate for zero fares as a long-term goal, saying during the Virtual ThinkTransit conference in April that most of their ridership is from low-income

households and minority neighborhoods. She pointed out that this group also largely makes up the pool of essential workers.

"The people in our service could not stay home. They had to ride, they had to get to work. They needed the income to be able to pay their rent, to buy food, to get to the hospital, to get the healthcare," she said during her presentation.

Both Walker and Comfort believe the strongest metric for success in the public transit sector is customer satisfaction.

"A lot of transit agencies have decided ... that they're adjusting how they define their own success," Comfort said.

Comfort said agencies have "taken a gut punch" to both ridership and revenue, and so have taken the opportunity to reevaluate their metric for success, looking again at giving riders a satisfying experience to remain "resilient and relevant" to their community.

"Ridership has been down so much because people have been told that transit systems are petri dishes for germs," he said. "We realized that we've got to build a system that really meets the needs of customers."

Walker cautioned, throughout all this future planning, that no one will be able to predict what will happen in the next year or two, whether things will fully go back to normal, or if we will see a permanent change to when and how people move around their city.

Despite this pandemic-driven pursuit for innovation, Teo is worried that the public will want to go back to normal and forget the lessons learned from this pandemic.

"In one generation, they may not remember COVID-19 the way we remember it now," said Teo.

# The Mercury News

## San Jose Mass Shooting: Muni, Samtrans And More Send Buses To South Bay

As VTA grieves, buses from the North Bay to Santa Cruz are providing help

By Nico Savidge | Bay Area News Group

June 7, 2021



SAN JOSE – JUNE 7: A San Francisco Municipal Transportation Agency bus drives along East Santa Clara Street in San Jose, Calif., on Monday, June, 7, 2021. (Randy Vazquez/ Bay Area News Group)

Buses from across the greater Bay Area — from the North Bay to Santa Cruz and elsewhere in between — are driving the streets of Santa Clara County these days to help Valley Transportation Authority workers grieve in the wake of the May 26 mass shooting that left 10 of their colleagues dead.

Between 20 and 30 buses descend on the South Bay each day as a form of mutual aid, VTA spokeswoman Stacey Hendler Ross said, with coaches and drivers provided by San Francisco's Muni, the North Bay's Golden Gate Transit, SamTrans, AC Transit and Santa Cruz Metro.

"VTA is humbled and honored by their support," Hendler Ross said.

The rainbow of buses is another way that the shooting — in which a VTA employee killed nine of his coworkers at the agency's light rail yard before turning the gun on himself — is affecting transit service in the South Bay.

The authority suspended its light rail service hours after the attack, and it remains unclear when the trains will run again. Hendler Ross said last week that it would be "a matter of weeks or months" before the light rail system could resume service; on Monday, she said there was no update on those plans.

The out-of-town buses are driving regular VTA bus routes, filling in for South Bay workers as they attend funeral services for the nine victims, which began last week and are continuing this week. VTA has also encouraged employees to take advantage of counseling and other support services that can help survivors recover from the trauma.

Hendler Ross said VTA has asked the agencies to be available through the end of June. So far, she said, they have not requested payment for the service they're providing.

"Our hearts are broken for our brothers and sisters at @VTA," Muni leader Jeffrey Tumlin wrote on Twitter. "We are family."

## **KION 5/46**

Santa Clara County

# Santa Cruz Metro Provides Mutual Aid For Santa Clara VTA

By Amelia Rosenberg

June 6, 2021

SAN JOSE, Calif. (KION) The Santa Cruz Metro is providing mutual aid to the Santa Clara Valley Transportation Authority after a mass shooting last month affected the agency's ability to provide transportation to residents.

The Metro is joined by several other agencies from San Mateo and San Francisco counties.

Agencies providing mutual aid are also helping transport people to the funerals of loved ones whose lives were lost in the May 26th shooting.

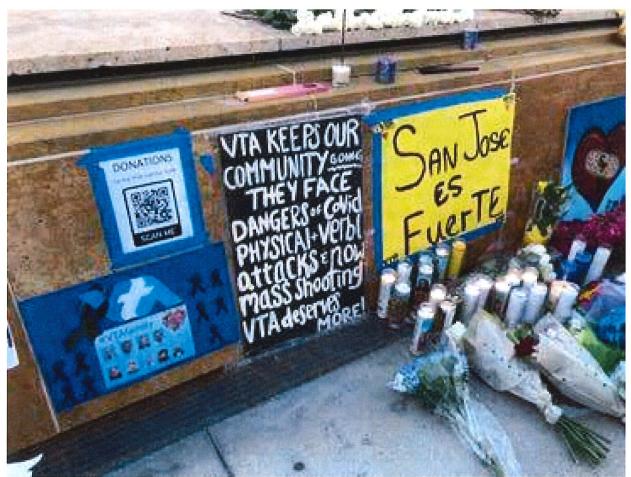
## **Patch**

# **VTA Board's First Meeting Since Mass Shooting Filled With Emotion**

VTA officials asked for patience and understanding regarding cuts to service as employees continue to take time to grieve.

By: Eric He, Patch Staff

June 4, 2021



Signs posted at San Jose City Hall honoring the victims of last week's mass shooting at a VTA rail yard. (Eric He/Patch)

SANTA CLARA COUNTY, CA — The emotion was palpable on Thursday evening in Santa Clara Valley Transportation Authority Board of Directors Chair Glenn Hendricks' voice during the transit agency's first meeting since last week's mass shooting at a rail yard, when a VTA employee killed nine coworkers before turning the gun on himself.

A teary Hendricks opened and closed the two-hour meeting — which had a shortened agenda — in honor of the nine victims while the board conducted time-sensitive business in between, including approving a contract for incoming General Manager and CEO Carolyn Gonot and a budget item.

Both Hendricks and interim General Manager Evelyn Tran asked for understanding and patience as VTA staff takes time off to grieve. Low staffing levels have led to rail service being indefinitely suspended while the agency prioritizes bus service.

Hendricks said VTA was making sure that its actions match the tone and message, and that it would err on the side of supporting the families of the victims and employees.

"We understand what this means for our riding public and we ask for patience as we navigate the healing path we are on," Hendricks said.

Other Bay Area transit agencies have come to VTA's aid in providing buses and staffing, including SamTrans and AC Transit. Santa Cruz Metro, SFMTA and Golden Gate Transit are also expected to provide support, according to Tran.

"As we navigate these uncharted waters in tragedy and crisis, I want to make it clear that our people are our priority," Tran said. "This has been the guiding principle by which we stand as we make tough decisions on service levels and future service."

VTA has been holding regular meetings between board members, transit officials and union leadership to facilitate communication and feedback, as well as town halls for employees, according to Hendricks. The transit agency has also created a private website, email and phone number for employees to stay up-to-date on resources and announcements such as funeral services, Tran noted.

Several public speakers, including members of ATU 265 — the union representing VTA workers — asked the board to consider providing hazard pay to employees.

"If there was ever a time to do more than pay lip service to the heroics of our front-line transit workers, that time is now," one speaker said. "It bears accenting that the mass tragedy that occurred about a week ago happened on a VTA work site and exclusively affected transit workers."

Board members didn't respond during the meeting to the calls for hazard pay.

In addition to short biographies of each of the victims, Hendricks read aloud a haiku and asked the public to give a smile and wave to VTA workers they come across. VTA Public Relations Communications Specialist Menominee McCarter sang "Amazing Grace" in honor of the victims. Hendricks closed the meeting by reading the names of the nine victims.

"Everyone please be safe," Hendricks said.

# **MASS TRANSIT**

# CA: VTA Has Yet To Restore Light Rail Service After Last Week's Mass Shooting. It Could Take 'Months' To Return

The Santa Clara Valley Transportation Authority is weeks or months away from resuming the light rail service it halted following last week's mass shooting at a VTA rail yard that killed nine employees.

Ricardo Cano | San Francisco Chronicle (TNS)

Jun 4th, 2021

Jun. 3—The Santa Clara Valley Transportation Authority is weeks or months away from resuming the light rail service it halted following last week's mass shooting at a VTA rail yard that killed 10 employees, including the gunman.

The transit agency suspended rail service indefinitely after VTA employee Samuel James Cassidy, 57, shot and killed nine coworkers, then himself, at the Guadalupe River light rail yard during an early morning shift change.

The tragedy will have far-reaching impacts on the 26,000 South Bay residents who rely on VTA rail service every day to get around.

Stacey Hendler Ross, spokesperson for the VTA, said that the agency is discussing plans to restore rail service, "which will not be happening for at least several weeks or possibly months."

Several challenges are affecting the restoration of full VTA rail service. As of Wednesday afternoon, the agency's staff did not yet have access to the Guadalupe River light rail yard that is critical to the VTA's rail operations, Hendler Ross said. The VTA facilities, which are used for train maintenance and house the system's operations control center, are the site of the crime scene and still being investigated by law enforcement.

It's unclear when the VTA will again have access to the yard.

The VTA is also grappling with limited staffing following the shooting, as employees grieve for their fallen colleagues. The agency is offering its employees 24-hour on-site grief counseling through June 13 and expects employees will take time off to attend their coworkers' funerals, some of which are scheduled for next week.

Interim general manager Evelynn Tran said the limited staffing has affected the agency's ability to serve the light rail routes using bus substitutions, as it had done in the immediate days following the shooting.

The VTA will still operate bus service, though the agency warned riders this week that limited staffing "means that service will be less frequent even for bus service" and apologized for the inconvenience. The agency said it expects to have "significant staff limitations" that will begin Thursday and extend through the following week.

On social media, some riders expressed sympathy for the agency when it announced the temporary service cuts. Other riders said the cuts would have a detrimental impact on their commutes. And some marveled at the sweeping impact one armed and disgruntled man had on the mass transit system of one of the nation's largest cities.

Tran said in a statement that it is "impossible" to say when rail service will be restored. She said the agency will focus on helping employees in the shooting's aftermath.

"I have directed staff to make our people our first priority. We will marshal all the resources we can to assist our people through this," Tran said. "It will mean providing less service to the community than we would wish. But healing our organization must be our first priority."

Like other transit agencies across the country, ridership and services at the VTA declined sharply during the pandemic. The VTA Board of Directors will hold its first board meeting since the tragedy Thursday, where it will discuss its budget.

Last week was supposed to mark the latest chapter in the agency's post-pandemic recovery before the mass shooting rattled the agency and its tight-knit community.

The day of the shooting was also the day the VTA scaled back social distancing measures from 6 feet to 3 feet of distancing in order to increase capacity on buses. The reduced capacity on VTA transit had meant that several hundred riders were being passed up at the curb each day. The VTA said Wednesday that it has seen "a significant decrease" in pass-ups due to the revised social distancing rule.



# **COVID Recovery: Bay Area Transit Agencies See Ridership Numbers On The Rise**

By <u>Kiet Do</u> May 24, 2021

SAN JOSE (CBS SF) — Public transit riders in the Bay Area may have noticed less elbow room on buses and trains in recent weeks. Ridership has steadily increased for many agencies, coinciding with the rollout of the coronavirus vaccine, which has bolstered rider confidence.

"We're very excited about what we're seeing in for ridership," said Glenn Hendricks, VTA Board Of Directors Chairperson.

VTA ridership is still down about 75% from pre-pandemic levels. But since the start of the year, VTA total monthly ridership (systemwide weekday boardings) has trended up:

- Jan 2021 31,579
- Feb 2021 37,665
- Mar 2021 41,425

On Monday, VTA also announced it would be relaxing social distancing rules.

"It had been six feet, and is now moving to three feet. This will dramatically increase the capacity we have on our vehicles to serve the community," said Hendricks.

In the North Bay, SMART is expanding train service, adding ten trips on weekdays and 12 trips for Saturday. Previously there was no service on Saturday.

"We wanted to make sure that we capture people as they started going back to their life again," said SMART CFOHeather McKillop. "So going to work, doing leisure activities on the weekends. And we wanted to make sure that we were going to be a part of that, instead of when they've already made their travel plans and some new routine."

Caltrain overall ridership is still 9-10% of pre-pandemic levels. But average weekly ridership has steadily increased, according to Tasha Bartholomew, Communications Manager:

- January 2021 3,056 Average Weekday Ridership (AWR)
- February 2021 3,484 (AWR)
- March 2021 3,954 (AWR)

Last week, BART saw significant gains, reaching new ridership highs on Tuesday, Wednesday, Thursday, Saturday and Sunday. Weekday ridership is up to about 84% of pre-pandemic levels, weekend ridership is up to about 71% of pre-pandemic levels. BART Weekday Ridership Totals:

- Dec 2020 45,893
- Jan 2021 43,012
- Feb 2021 47,665
- Mar 2021 51,595
- Apr 2021 57,886

BART rider Brittany Bastida has noticed more passengers on the trains, adding that social distancing on the trains has become increasingly difficult.

"Now there's people standing next to me, or sitting next to me, or there's like a kid on their lap. I'm just not comfortable with it," said Bastida.

# Valley Transportation Authority

VTA Increases Capacity On Transit Vehicles Starting May 26

Brandi Childress 05/24/2021

Now that Santa Clara County has entered the less restrictive Yellow Tier, VTA is updating on-board passenger capacity with 3-foot social distancing between passengers on bus and light rail vehicles.

VTA has been following the 6-foot distancing requirement since the Santa Clara County Health Department's Shelter in Place order went into effect in March 2020. Because of this requirement, capacity on VTA buses was reduced 80-90%, allowing only 8 passengers on board a 40-foot bus and resulting in 600-800 customers being passed up daily.

#### Starting Wednesday, May 26, the following on-board capacities will go into effect:

- Light Rail 34 passengers per car
- 30-foot bus 15 passengers per bus
- 40-foot bus 18 passengers per bus
- 60-foot bus 26 passengers per bus

"What this means is more capacity for more customers which is critical for mass public transit and for economic productivity as we continue to climb out of this pandemic," said VTA Board Chair Glenn Hendricks. "We are not completely out of the woods until we can be at full passenger capacity on board our trains and buses, and this is a big step in the right direction."

Passengers are responsible for ensuring they are at least 3 feet away from each other. Groups traveling together will be counted as one passenger and may sit or stand closer than 3 feet. For the safety of operators, customers will be required to remain behind the yellow limit line near the front of the bus while it is moving to maintain 6-feet distance from operators.

#### Wearing a mask is still required while waiting for and riding public transit.

VTA also encourages riders to download VTA's EZfare app or get a Clipper card and load funds online in advance to go "contactless" when paying the fare.

## The Mercury News

#### **COVID: VTA Loosens Social Distancing Rules On Buses**

Hundreds of passengers were being 'passed up' each day

By Nico Savidge | Bay Area News Group

May 24, 2021

The Santa Clara Valley Transportation Authority is easing up on social distancing requirements that have limited the capacity of buses to just a handful of riders throughout the pandemic, the agency announced Monday.

The capacity limits that have been in place since March of 2020 were meant to ensure riders could keep six feet apart. That meant the 40-foot coaches VTA runs on most of its routes could only carry eight passengers at a time — once that many people were on board drivers were barred from picking up new passengers until others got off, so they had to pass up would-be riders waiting at bus stops.

VTA figures showed buses have been leaving behind 600 to 800 riders each day, forcing them to wait for the next bus in hopes it would have room.

But after Santa Clara County entered the least-restrictive stage of California's reopening plan last week, and county officials scaled back many of their emergency public health restrictions, VTA said it will loosen its capacity limits to ensure three feet of space between riders starting on Wednesday.

As a result, 18 riders will be able to fit onto 40-foot buses, and up to 34 can be in each light rail car.

"It will help substantially with the customer pass-up issue," authority spokeswoman Brandi Childress said, although completely eliminating the problem won't happen until capacity limits are lifted altogether.

While staying six feet away from others has been a cornerstone of precautions since the pandemic's early days, it's no longer seen as the gold standard for keeping safe in public spaces so long as people are wearing masks, which public transit riders are required to do.

The Centers for Disease Control and Prevention changed its guidance in March to recommend three-foot spacing in school settings where students and adults were masked; several other countries use one meter (about 3.3 feet) as their social distancing standard. Like VTA, Marin County's Golden Gate Transit made the same move to using a three-foot standard on its buses last week.

## San Jose Inside

## VTA Poised to Appoint New General Manager and CEO

By **Katie Lauer** / May 19, 2021 4



(Image by Sundry Photography, via Shutterstock)

The Santa Clara Valley Transportation Authority is poised to approve a new general manager and CEO after losing its last leader to President Joe Biden's administration in January.

Carolyn Gonot is the last candidate standing to lead 2,100 employees keeping buses, light rail, and paratransit services running for more than 2 million riders. She spent more than 20 years working for VTA before becoming executive director for the Utah Transit Authority in 2019.

If given the green light in a special meeting Friday, Gonot's first day of a five-year contract—complete with a \$350,000 base salary and \$500 monthly car allowance—kicks off July 12.



Carolyn Gonot (Photo courtesy of the Santa Clara County Valley Transportation Authority.)

Her decades of experience in transit operations may prove vital at a time when VTA has a lot on its plate: massive development is still being planned for Downtown San Jose's Diridon Station and riders are contending with ongoing woes of equitable service and funding while health concerns continue to linger from the Covid-19 pandemic.

That's why VTA Board Chair Glenn Hendricks says he is "thrilled" with staff's recommendation to appoint Gonot.

"Carolyn has a proven track record in delivering major capital projects and programs and establishing critical funding mechanisms to build and sustain them," Hendricks said in a statement Wednesday. "Her leadership will be critical to improve the overall transit experience for current and future riders as public transit recovers from unprecedented challenges."

Gonot would replace former General Manager and CEO Nuria Fernandez, who was appointed by President Joe Biden to the U.S. Department of Transportation in January, after seven years with VTA. Evelynn Tran, the Authority's General Counsel, has temporarily filled the position since then.

Prior to Gonot's two-year stint leading the Utah Transit Authority, she spent 23 years working for VTA, where she managed programs including the BART Silicon Valley Extension into Santa Clara County and the Congestion Management Division.

As the Executive Director for the Utah Transit Authority, Gonot oversees 2,500 employees in operations across six counties, including three light rail lines, a commuter rail, streetcars, paratransit, vanpools and more than 120 bus routes—powered by a combined \$591 million in operating and capital budgets.

Monica Mallon, an outspoken advocate for transit in the South Bay, said she thinks Gonot's extensive experience would allow her to hit the ground running.

"I really hope that she'll work with the board, staff and community to create a vision for the future of transit that we're all really excited about," Mallon told San Jose Inside. "I don't necessarily think she's going to be a board leader that will massively disrupt the status quo, but I think she'll continue to move things forward."

Gonot earned a Bachelor of Science degree in Civil Engineering from the University of Notre Dame and a Master of Civil Engineering from Penn State University.

She and one other unnamed finalist were selected after a nationwide search by firm Krauthamer & Associates Inc., which then brought their top picks to VTA's search committee, comprised of Board Chairperson Glenn Hendricks, Vice Chairperson Chappie Jones, Board Member Cindy Chavez and Ex-Officio Board Member Margaret Abe-Koga.

# Newgeography

By: Wendell Cox

5/18/21

# DEMOGRAPHIC IMPLOSION IN THE SAN FRANCISCO BAY AREA?



As the San Francisco Bay Area (combined statistical area, or CSA, as defined by the Office of Management and Budget) has sprawled into the San Joaquin Valley, all population growth has been in the three Valley metros for two years (Map above). This article describes population trends over the last 10 years in the CSA, which includes the six tidewater (adjacent to the ocean or the Bay) metropolitan areas, traditionally thought of as the Bay Area, including core San Francisco and San Jose as well as Santa Rosa, Napa, Vallejo and Santa Cruz. The CSA also includes San Joaquin (Central) Valley metros of Stockton, Modesto, and Merced, added to the area within the last decade or so in response to the large number of additional commuters from these areas.

Yet in each of the last two years (2019 and 2020), the United States Census Bureau's population estimates program has shown population losses in the six tidewater metropolitan areas in the Bay Area CSA (the San Francisco, Napa, Santa Cruz, Santa Rosa, and Vallejo metros). Overall, population losses became so substantial here, that the entire CSA posted losses in 2019 and 2020. Remarkably

this has happened even as the Silicon Valley, principally located in the core San Jose and San Francisco metros, experienced enormous economic booms.

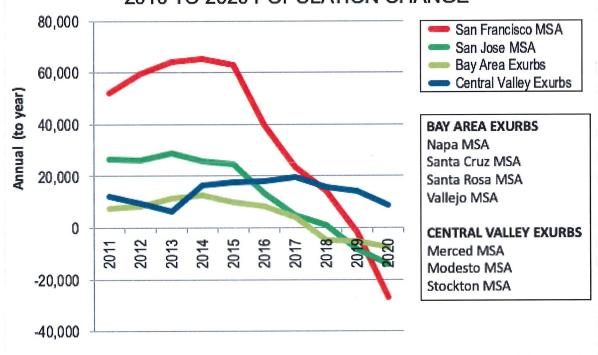
#### **Population and Population Growth**

Population growth and domestic migration is described for the nine metropolitan areas that make up the San Francisco Bay CSA.

#### The San Francisco Metropolitan Area

The San Francisco metropolitan area is extensive, stretching from downtown San Franciso nearly 60 miles to northern Marin County, a similar to distance to eastern Alameda and Contra Costa counties to more than 30 miles to southern San Mateo County, which is the northern border of the San Jose metro. The San Francisco metro comprises nearly 50% of the Bay Area population (Figure 1). In the first year of the decade (2011), the metropolitan area gained slightly more than its population share, at 53% (Figure 2). By 2020, however, the San Francisco metro was losing population by 2020, that percentage had slipped to 49%.

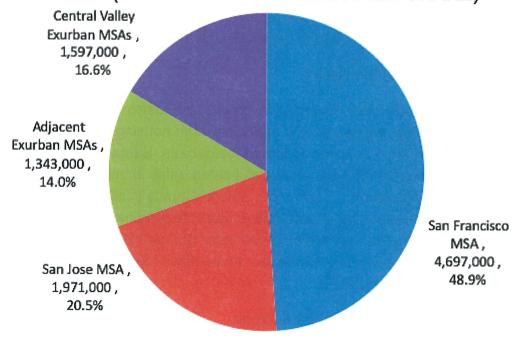
# Bay Area CSA: Share of Growth by MSA 2010 TO 2020 POPULATION CHANGE



Derived from Census Bureau Population Estimates

Figure 1

# Bay Area CSA Population Distribution 2020 (POPULATION & PERCENTAGE SHARE)



Source: Census Bureau population estimates

Figure 2

The decline in the city of San Francisco growth rate has been substantial. In the first half of the decade, the city gained 58,000 residents, at a 1.4% annual rate. Between 2015 and 2020, the city population expanded by only 3,000 new residents, for a negligible annual rate of 0.007%. First half growth in the decade was 18 times that of the second half. The city accounted for 7.2% of the CSA growth from 2010 to 2015, dropping to 0.4% between 2015 and 2020.

Within metro San Francisco, Alameda and Contra Costa have added the most population since 2010, but their growth plummeted in the second half of the decade. Alameda and Contra Costa added 28,000 each in the final five years, compared to 121,000 and 72,000 respectively from 2010-2015.

The other two counties in the San Francisco metropolitan area lost population in the last five years. San Mateo County, the northern extension of Silicon Valley, gained 46,000 in the first five years, and lost 7,000 in the last five.

Marin County gained 8,000 in the earlier half of the decade, but fell to minus 4,000 in the second half.

#### The San Jose Metropolitan Area

Santa Clara County, which includes San Jose, gained the most between 2010 and 2015, gaining some 130,000 residents but lost 9,000 from 2015-2020. Exurban San Benito County, also in the San Jose metropolitan area gained 3,000 in the first five years, and doubled its gain to 6,000 in the last five years.

#### Exurban Tidewater Metropolitan Areas

Three of the four exurban tidewater counties (which are also metro areas) — like San Francisco and San Jose, burdened with especially high housing prices and congestion — lost population in the second half of the decade. Santa Cruz (metro), Napa (metro) and Sonoma (Santa Rosa metro) all posted gains in the first half of the decade but losses in the second. Further out Solano County (Vallejo metro), part of which is in the Sacramento (Central) Valley, had a second half gain of 14,000, down from 19,000 in the first half of the decade. Solano's decade gain in the second half of the decade was more than four times that of San Francisco, which has nearly double the population.

#### Exurban San Joaquin Valley Metropolitan Areas

Nearly two-thirds of the Bay Area growth in 2020 was not in the tidewater metros in the three recently added San Joaquin Valley metros which extend up to roughly 150 miles away from downtown San Francisco. These had been added to the CSA in the last decade or so, as increased commuting occurred between from these metros to the tidewater metros, likely because of less unaffordable housing.

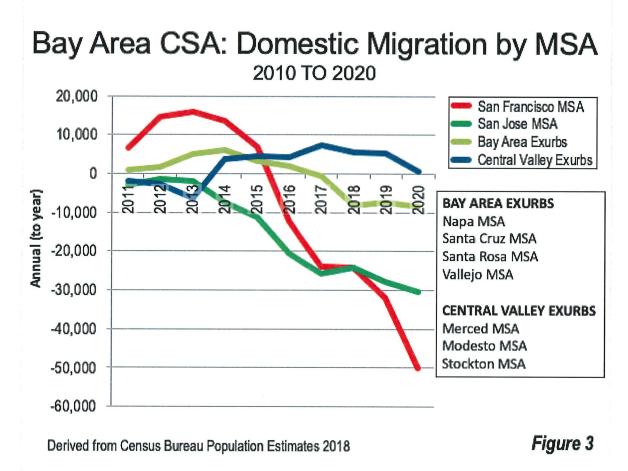
The bulk of the population growth has moved to the periphery, no doubt troubling to the Bay Area's density-obsessed planners. The San Joaquin (Central) Valley metropolitan areas accounted for 65% of the growth in the San Francisco Bay Area CSA over the last five years of the decade, up from 11% in the first half. The increase in growth, rising from 62,000 to 76,000, was the flip side of the implosion of growth in the tidewater metros.

San Joaquin County (Stockton metro) improved its growth from 34,000 in 2010-5 to 46,000 in 2015-2020, about 15 times that of larger San Francisco County. Stanislaus County (Modesto metro) gained 18,000 in the first half of the decade, then dropped to 17,000 in the second half. Merced County had a strong increase from 9,000 to 13,000. Merced County (Merced metro) is the southernmost extent of the San Francisco Bay CSA in the San Joaquin Valley, borders Fresno County, and is 150 miles away. The city of Fresno is near the mid-point (186 miles of the

405 miles, or 45% of the way) between the downtowns of San Francisco and Los Angeles.

#### **Net Domestic Migration**

Shifting losses in net domestic migration drove the declines in the tidewater metropolitan areas (Figure 3). Overall, the Bay Area CSA lost 223,000 net domestic migrants, with a minus 293,000 in the 10 county tidewater metro areas. The three San Joaquin Valley metros gained 20,000 met domestic migrants.



Again, the last half of the decade exhibited larger net domestic migration in the tidewater metros. San Francisco gained 58,000 from 2010-2015, but lost 142,000 from 2015-2020. San Francisco started with the largest net domestic migration gains in 2010 and continued to lead through 2015. By 2018, San Francisco was losing *the most* net domestic migrants and continued with the CSA's largest losses through 2020.

The San Jose metro has consistently lost net domestic migrants, but in increasing numbers, from under 3,000 annually in the first three years of the decade to 30,000

in 2020. The first five year loss was 25,000, but expanded to a 128,000 loss in the last five years.

The exurban metros gained 17,000 net domestic migrants from 2010 to 2015, and lost 23,000 in the last five years.

The San Joaquin Valley metros lost 3,000 net domestic migrants in the first five years, and added 23,000 from 2015 to 2020.

#### A Big Reversal

The downward trend in metropolitan area growth and net domestic migration has been substantial — even in the global center of the burgeoning tech sector. If this were a mainstream media article on Japan or China, the term "demographic implosion" would likely have been used for the San Francisco and San Jose metros, including the Silicon Valley. Most likely, with the Bay Area's high cost of living and severely unaffordable housing, the implosion might well continue in the next decade as well.

## **Caltrain Facing Budget Deficit**

Transit Agency Banking On Federal Funding Help

By Curtis Driscoll Daily Journal staff

May 13, 2021

Caltrain is facing a \$21.2 million deficit in its preliminary 2022 budget due to the pandemic's effects, with plans to use recently passed federal funding to help cover the deficit.

The initial preliminary 2022 budget projects \$157.7 million in revenue, with \$178.9 million in expenditures, leaving a \$21.2 million deficit. Caltrain hopes to cover that through additional funding from the 2021 American Rescue Plan Act, or ARPA. Caltrain expects the first allocation of ARPA funding may come as early as July. Derek Hansel, chief financial officer with the San Mateo County Transit District, said while he was not comfortable plugging in a number for federal funding that the Metropolitan Transportation Commission will allocate, he is hopeful federal rescue funding will significantly help the budget.

"If we receive that allocation in the future, this financial picture changes materially. It's one of the reasons why I am pretty comfortable proposing a budget that has that kind of deficit financially," Hansel said.

Caltrain will have to borrow money due to the lag in receiving ARPA funding following the allocation process.

"Just to put it bluntly, we are going to be borrowing money. Whether that money stays borrowed at the end of the fiscal year is still an open question, though I don't anticipate it will be," Hansel said.

There continue to be areas of uncertainty in the 2022 budget, including pandemic response, ridership recovery and federal funding allocation. According to Hansel, each 1% of pre-COVID ridership recovery at pre-COVID average fares is worth about \$700,000 to Caltrain in revenue.

"Really coming back on the fare revenue side is going to be critical to what we do," Hansel said.

The main revenue sources for 2022 revenue will be \$34.6 million in fares, \$27 million in Coronavirus Response and Relief Supplemental Appropriations funding and \$82.6 million in Measure RR funds, with fare revenue still not fully back to prepandemic levels.

"We hope that ridership will continue to recover, and that piece of the pie will look significantly better moving into fiscal 2023 and beyond," Hansel said.

Top 2022 preliminary expenditures include \$98.3 million for rail operations, \$28.9 million for administrative costs, \$10.4 million for fuel, \$7.8 million for insurance and \$7.5 for facilities and equipment maintenance. Key expense drivers in 2022 will be the relaxation of the 2021 hiring freeze, increased contributions to CalPERS and retiree medical programs, five new proposed Caltrain positions, operation and maintenance. Caltrain has 90 allocated full-time staff.

Caltrain staff presented the 2022 preliminary operating and capital budget to its board at its May 6 meeting. Caltrain will bring back an updated 2022 budget in June.

The operating budget covers expenditures and revenues based on daily business. The capital budget covers projects, assets and replacement of trains. The total unrestrained capital budget is \$69.4 million if all funding can be acquired. If not, the constrained capital budget is \$31.4 million, with a \$38 million funding gap between the two. If constrained, it would mean less money for improvements and enhancements.

Caltrain historically has no dedicated funding source other than passenger fare and relied on member agencies to provide capital budget help each year. However, Hansel said no funding contributions had been agreed upon this year from member agencies like SamTrans, Santa Clara Valley Transportation Authority and the San Francisco County Transportation Authority, based on discussions with the agencies. All three agencies contributed an equal amount of capital funding each year, usually around \$5 million to \$7.5 million per agency. Several Caltrain board members asked the staff if it could discuss and meet with the other member agencies to find funding for this year. The SamTrans board recently called on other member agencies to make contributions this year around \$5 million.

Caltrain has faced several pandemic-related challenges in its 2021 budget, including a steep decrease in ridership, decreased revenue and providing services to essential workers. Caltrain estimates it will end the 2021 budget cycle with around a \$12.6 million deficit but will use \$12.6 million in federal funding to meet the deficit. Caltrain in 2021 made schedule changes, suspended fare increases, had cost containment and reprioritization of existing resources.

Hansel said the board did not present a 2021 fiscal year preliminary budget in March 2020 due to the pandemic and uncertainty of when federal funding would be available and ridership recovered. Caltrain staff instead presented a first quarter 2021 fiscal year budget in June.

"While this is certainly a challenging [2022] budget, it's certainly a pleasure to bring you one," Hansel said.