Board of Directors Regular Meeting
July 8, 2019

Frank J. Lichtanski Administrative Building
Board Room, First Floor
19 Upper Ragsdale Dr., Suite 100, Monterey 93940
10:00 a.m.

TRANSPORTATION: Ride Line 8 from Monterey Transit Plaza (Munras Gate) at 9:15 a.m. or Sand City Station at 9:30 a.m. Request a taxi voucher from MST Customer Service at the board meeting for your return trip or a trip to the destination of your choice up to $17.00.

1. CALL TO ORDER
   1-1. Roll Call.
   1-2. Pledge of Allegiance.
   1-3. Review Highlights of the agenda. (Carl Sedoryk)

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

   Members of the public may address the Board on any matter related to the jurisdiction of MST but not on the agenda. There is a time limit of not more than three minutes for each speaker. The Board will not take action or respond immediately to any public comments presented, but may choose to follow-up at a later time either individually, through staff, or on a subsequent agenda.

3. CONSENT AGENDA

   3-1. Adopt Resolution 2020-01 recognizing Lesley Van Dalen, Mobility Coordinator, as Employee of the Month for July 2019. (Cristy Sugabo) (Pg. 5)

   3-2. Minutes of the Business Administrative Performance Committee on June 10, 2019. (Jeanette Alegar-Rocha)(Pg.7)
3-3. Minutes of the regular meeting of June 10, 2019. (Jeanette Alegar-Rocha)(Pg. 11)

3-4. Draft Minutes of Mobility Advisory Meeting of May 29, 2019. (Claudia Valencia)(Page 17)


3-6. Disposal of property left aboard buses. (Sonia Wills)(Pg. 29)

3-7. Adopt Resolution 2020-02 recognizing Debra Daniels (Senior Operations Supervisor) for her 22 Years of Service. (Robert Weber)(Pg. 31)

3-8. Approve Resolution-2020-03 acknowledging the Board’s approval of the amended Joint Powers Agreement forming the California Transit Systems Joint Powers Agreement Authority and authorizing Carl Sedoryk, General Manager/CEO, to sign the amended Agreement. (Carl Sedoryk)(Pg 33)

3-9. Claim Rejection - Willard Hunter. (Lisa Cox)(Pg. 59)

3-10. Claim Rejection - GEICO ASO Naomi Lake. (Lisa Cox)(Pg. 61)

3-11. General Counsel Performance Evaluation Worksheet. (Carl Sedoryk)(Pg.63)

3-12. Approve EXCESS Workers Compensation Insurance Renewal in the amount not to exceed $119,000. (Kelly Halcon)(Pg. 69)

End of Consent Agenda

4. RECOGNITION AND SPECIAL PRESENTATIONS

4-1. July Employee of the Month – Lesley Van Dalen

4-2. 22 Years of Service – Debra Daniels

4-3. Monterey Bay Air Resources District Clean Air Leaders Award

4-4. Receive Presentation on MicroTransit Rollout (Lisa Rheinheimer)(Pg. 71)

5. PUBLIC HEARINGS

None

6. ACTION ITEMS

6-1. Approve a five-year agreement with Trapeze Software Group for TransitMaster system maintenance, not to exceed $600,000. (Mark Eccles)(Pg. 73)
6-2. Receive a status report on new and expanded partnerships with Monterey Peninsula College and Hartnell College and accept a total of $588,190 from CSUMB for transit services for the 2019-2020 academic year. (Lisa Rheinheimer) (Pg. 75)

6-3. Authorize MST to execute a five-year lease for office space in downtown Monterey at 201 Pearl Street, opposite the Monterey Transit Plaza (Simoneau Plaza) for an average cost of $49,953 per year, with a total cost of $249,768 over a five year lease period. Funding for this lease was set aside in the FY2020 Operating Budget. (Hunter Harvath)(Pg.77)

7. REPORTS & INFORMATION ITEMS

The Board will receive and file these reports, which do not require action by the Board.

7-1. General Manager/CEO Report - May 2019. (Pg. 79)
   a) Summer Youth Passes
   b) Organizational Announcement


7-3. State Legislative Advocacy Update - June 2019. (Pg. 107)

7-4. Staff Trip Reports. (Pgs. 109-119)

7-5. Correspondence. (Pg. 121)

8. BOARD REPORTS, COMMENTS, AND REFERRALS

8-1. Reports on meetings attended by board members at MST expense. (AB 1234).

8-2. Board member comments and announcements.
   a) No board meeting will be held in August
   b) APTA Annual Meeting, New York, NY

8-3. Board member referrals for future agendas.

9. ATTACHMENTS

9-1. The detailed monthly Performance Statistics and Disbursement Journal for May 2019 can be viewed online within the GM Report at http://mst.org/about-mst/board-of-directors/board-meetings/

10. ADJOURN
NO MEETING IN AUGUST

NEXT MEETING DATE: September 9, 2019
19 Upper Ragsdale Dr., Monterey, Suite 100

NEXT AGENDA DEADLINE: August 27, 2019
*Dates and times are subject to change.
Please contact MST for accurate meeting date and times or check online at http://mst.org/about-mst/board-of-directors/board-meetings/

Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the Monterey-Salinas Transit Administration Building at 19 Upper Ragsdale Dr., Suite 200, Monterey, CA 93940 during normal business hours.

Upon request, Monterey-Salinas Transit will provide written materials in appropriate alternative formats, including disability-related modifications or accommodations, auxiliary aids, or services to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number, description of the requested materials, and preferred alternative format or auxiliary aid or service at least three working days prior to the meeting. Requests should be sent to MST – c/o Clerk to the Board, 19 Upper Ragsdale Dr., Suite 200, Monterey, CA 93940 or clerk@mst.org.

888-678-2871 / Free language assistance / Asistencia de Lenguaje Gratuito / Libreng tulong para sa wika / Hỗ trợ ngôn ngữ miễn phí / 무료 언어 지원
LESLEY VAN DALEN
JULY 2019
EMPLOYEE OF THE MONTH

WHEREAS, each month Monterey-Salinas Transit recognizes an outstanding employee as Employee of the Month; and

WHEREAS, the Employee of the Month is recognized for her positive contribution to MST and to the entire community; and

WHEREAS, Lesley van Dalen began her career with Monterey-Salinas Transit District as a Mobility Specialist in September of 2017. During her career at MST, she has continued to provide a high level of support to MST’s Mobility Department; and

WHEREAS, Lesley van Dalen has proven to be an outstanding member of the Mobility Department in providing support to a wide range of programs, which include travel training, MST RIDES eligibility determination, taxi vouchers, MST TRIPs, and various other public outreach efforts; and

WHEREAS, Lesley van Dalen was recognized by an alternate MST Board member for her presentations on MST mobility services and for her outstanding customer service. She has also received multiple commendations from MST’s customers on her excellent work as a travel trainer where she teaches individuals how to safely ride the MST bus system; and

THEREFORE BE IT RESOLVED that the Board of Directors of Monterey-Salinas Transit District recognizes Lesley van Dalen as Employee of the Month for July 2019; and

BE IT FURTHER RESOLVED that Lesley van Dalen is to be congratulated for her outstanding performance, dedication, and supreme effort toward the success of MST completing its mission.

THE BOARD OF DIRECTORS OF MONTEREY-SALINAS TRANSIT PASSED AND ADOPTED RESOLUTION 2020-01 this 8th day of July 2019.

_______________________ _______________________
Michael LeBarre Carl G. Sedoryk
Board Chair Board Secretary
Minutes
June 10, 2019
9:00 a.m.

Present:
Yanely Martinez  City of Greenfield
Frank O'Connell  City of Marina
Tony Barrera (Chair)  City of Salinas
Dave Pacheco  City of Seaside
Luis Alejo  County of Monterey

Absent:
Kristen Clark  City of Del Rey Oaks

Staff:
Carl Sedoryk  General Manager/CEO
Hunter Harvath  Assistant General Manager
Robert Weber  Chief Operating Officer
Norman Tuitavuki  Deputy Chief Operating Officer
Lisa Rheinheimer  Director of Planning & Marketing
Dave Laredo  General Counsel, De Lay & Laredo
Jeanette Alegar-Rocha  Clerk to the Board
Eva Perez  Office Administrator
Cristy Sugabo  Mobility Manager
Andrea Williams  General Accountant & Budget Manager
Michelle Overmeyer  Grants Analyst

Public:
Don Parslow  MV Transportation

1. Call to order.

Chair Barrera called the meeting to order at 9am.

2. Public comment on matters not on the agenda.

Members of the public may address the Committee on any matter related to the jurisdiction of MST but not on the agenda. There is a time limit of not more than three minutes for each speaker. The Committee will not take action or respond immediately to any public comments presented, but may choose to follow-up at a later time, either individually, through staff, or on a subsequent agenda.
3. Review of Administrative Performance. (Refer to MST Board Agenda Item 7-1)

Public Comment - None

**Director Alejo arrived at 9:04 a.m.**

The committee received a review from Carl Sedoryk of board agenda item 7-1, the MST Administrative Performance.

Public Comment - None

4. State and Federal Legislative Updates. (Refer to MST Board Agenda Item 7-2 and 7-3) (Carl Sedoryk and Hunter Harvath)

Public Comment - None

The committee received a State and Legislative updates from Carl Sedoryk and Hunter Harvath as well as updates from the CTA Spring Legislative Conference in Sacramento on May 22.

Public Comment - None

5. Update on union objections to federal grants. (Refer to MST Board Agenda Item 7-1) (Carl Sedoryk)

Public Comment - None

The committee received an update on union objections to federal grants from Carl Sedoryk also covered in board agenda item 7-1 and the attachments.

Public Comment - None

6. Update on contracted fixed route services negotiations. (No Enclosure) (Robert Weber)

Public Comment - None

The committee received an update from Robert Weber regarding the current 2-year term option with MV.

Public Comment - None

7. Review FY 2020 Draft Budget, Action Plan, and staffing levels and recommend approval to the full Board of Directors. (Refer to MST Board Agenda Item 6-1) (Hunter Harvath, Kelly Halcon)

Public Comment - None

**Director Alejo made the motion to recommend the FY 2020 Budget to the full board which was seconded by director Martinez. The motion was unanimously passed.**

8. Closed session.

As permitted by Government Code §54957 et seq. of the State of California, the Board of Directors may adjourn to Closed Session to consider specific matters dealing with personnel and/or pending possible litigation and/or conferring with the Board's Meyers-
Milias-Brown Act representative.

None

9. Staff and Committee member comments, questions, or referrals.

   Carl Sedoryk commented that the full board will not go into detail on the FY 2020 budget as it was discussed in this committee.

10. Adjourn.

    There being no further business, Chair Barrera adjourned the meeting at 9:57 a.m.

PREPARED BY: ______________________  REVIEWED BY:  ____________________

Jeanette Alegar-Rocha    Carl G. Sedoryk
MST BOARD OF DIRECTORS

Frank J. Lichtanski Administrative Building
19 Upper Ragsdale Dr., Suite 100, Monterey 93940

MEETING MINUTES

June 10, 2019

Present:

Jeff Baron City of Carmel-by-the Sea
Pat Lintell (Alternate) City of Del Rey Oaks
Lorraine Worthy City of Gonzalez
Yanely Martinez City of Greenfield
Mike LeBarre City of King
Frank O’Connell City of Marina
Dan Albert City of Monterey
Joe Amelio City of Pacific Grove
Tony Barerra City of Salinas
Mary Ann Carbone City of Sand City
Dave Pacheco City of Seaside
Anna Velazquez City Soledad
Luis Alejo County of Monterey

Absent:

Kristen Clark City of Del Rey Oaks

Staff:

Carl Sedoryk General Manager/CEO
Hunter Harvath Assistant General Manager
Robert Weber Chief Operating Officer
Norman Tuitavuki Deputy Chief Operating Officer
Kelly Halcon Director of Human Resources & Risk Management
Lisa Rheinheimer Director of Planning & Marketing
Jeanette Alegar-Rocha Executive Assistant to the GM & Clerk to the Board
Dave Laredo General Counsel
Eva Perez Office Administrator
Deanna Smith Compliance Officer
Andrea Williams General Accountant & Budget Manager
Beronica Carriedo Community Relations Manager
Cristy Sugabo Mobility Manager
Claudia Valencia Mobility Specialist
1. CALL TO ORDER

1-1. Roll Call

Chair LeBarre called the meeting to order at 10:04 a.m. followed by roll call.

1-2. Pledge of Allegiance

The pledge of allegiance was led by Carl Sedoryk.

1-3. Review Highlights of the agenda. (Carl Sedoryk)

Carl Sedoryk reviewed the highlights of the agenda and pulled closed session item 9-1 from the agenda.

2. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

Members of the public may address the Board on any matter related to the jurisdiction of MST but not on the agenda. There is a time limit of not more than three minutes for each speaker. The Board will not take action or respond immediately to any public comments presented, but may choose to follow-up at a later time either individually, through staff, or on a subsequent agenda.

Public Comments - None

3. CONSENT AGENDA

These items will be approved by a single motion. Anyone may request that an item be discussed and considered separately.

3-1. Adopt Resolution 2019-31 recognizing David Bielsker as Employee of the Month for June. (Lisa Rheinheimer)

3-2. Minutes of the regular meeting of May 13, 2019. (Jeanette Alegar-Rocha)


3-4. DRAFT MAC / Mobility Advisory Committee Minutes of March 27, 2019. (Claudia Valencia)

3-6. Disposal of Property left aboard buses. (Sonia Wills)

3-7. DBE Statement Policy Revision. (Deanna Smith)

3-8. Micro Grid Project. (Michelle Overmeyer)

3-9. Approve new 7-Day Transit Pass (Lisa Rheinheimer)

3-10. Adopt Resolution 2019-33 recognizing Ann Armbruster, Coach Operator, for her 40 years of service. (Robert Weber)

End of Consent Agenda

Public Comments - None

Directors Velazquez and Albert requested to pull consent items 3-7 and 3-8 for comment and question.

Directors Albert and LeBarre requested to pull consent item 3-8 for comments.

**Director Carbone made the motion to approve remaining items on the consent agenda, which was seconded by director Albert. The motion passed unanimously.**

**Director Velazquez had the following two (2) questions on item 3-7:**

1. Is a designated liaison officer and MST Staff member assigned to DBE?
2. Will the MST Board receive annual updates on DBE goals?

Deanna Smith was present to respond and confirm that as the MST Compliance Analyst, she is the designated liaison and assigned staff member who will present updates to the board of directors for DBE, Title VI and EEO.

4. **RECOGNITION AND SPECIAL PRESENTATIONS**

4-1. June Employee of the Month – David Bielsker. (Lisa Rheinheimer)

   The MST Staff and Board of Directors recognized David Bielsker for his positive contribution to MST and the community.

4-2. Retirement 40 years of Service – Ann Armbruster, Coach Operator. (Robert Weber)

   The MST Staff and Board of Directors recognized and thanked Ann Armbruster for her 40 years of service and contribution to MST and the community.
4-3. Receive Salinas Valley Express Transit Corridor Planning Study. (Lisa Rhienheimer)

The MST Staff and Board of Directors received a Power Point update on the TRANSLOC micro-transit pilot program and the Salinas Valley Express Transit Corridor Planning Study.

5. PUBLIC HEARINGS

None

6. ACTION ITEMS

6-1. Receive and adopt proposed FY 2020 Operating & Capital Budget, Action Plan, and Staffing Levels, and authorize grant applications and funding requests. (Hunter Harvath)(Enclosure)

Director Alejo made the motion to approve item 6-1, which was seconded by director Albert. The motion passed unanimously.

7. REPORTS & INFORMATION ITEMS

The Board will receive and file these reports, which do not require action by the Board.

7-1. General Manager/CEO Report – April 2019
7-3. State Legislative Update – May 2019
7-4. Staff Trip Reports - April 2019
7-5. Correspondence

The Board was pleased to see the thank you letters from the student recipients of the free bus passes. Director Velazquez requested a report of the final distribution of the free passes. Carl Sedoryk confirmed that this will be provided by the next board meeting.

8. BOARD REPORTS, COMMENTS, AND REFERRALS

8-1. Reports on meetings attended by board members at MST expense (AB 1234)

Director Barrera reported his attendance at the 2019 Community Transportation Association of America (CTAA) conference in Palm Springs, CA from May 20-23.
Director Alejo reported his attendance at the 2019 CTA Spring Legislative Conference in Sacramento, CA on May 22.

8-2. Board member comments and announcements.

a) The American Public Transportation Association (APTA) Transit Board Members & Board Administrators Seminar will be in Jacksonville, FL from July 20-23, 2019. The Early Bird Discount deadline is June 21, 2019.

Directors Carbone, Martinez and Worthy expressed interest in attending this conference.

b) The California Transit Association (CTA) – 54th Annual Fall Conference and Expo will be in Monterey, CA from November 13-15, 2019. The Early Bird Discount Deadline is October 9, 2019.

Carl Sedoryk reminded the Board of the early registration deadline and that volunteers are needed during this event.

c) Recommend RTA Nominating Committee to nominate chair and vice chair.

Director Pacheco recommended Director Albert and Director Carbone for the nominating committee to nominate Director Tony Barrera for the FY 2020-2022 Monterey Regional Taxi Authority (MCRTA) Chair.

d) Defense Language Institute (DLI) 10-Year Partnership with MST

8-3. Board member referrals for future agendas.

Director Velazquez first wanted to thank Beronica Carriedo for her participation and support during Senator Caballero’s Mobility Tour of the Salinas Library and then inquired if MST would consider assisting with the First 5 program at the Steinbeck Center by providing the transportation effort.

Director Martinez inquired if MST would consider assisting with the Door to Hope-Sober Grad Night program and providing free bus passes.

9. CLOSED SESSION


This closed session item was pulled from the agenda by MST Staff.

10. ATTACHMENTS
10-1. The detailed monthly Performance Statistics and Disbursement Journal for April 2019 can be viewed online within the GM Report at http://mst.org/about-mst/board-of-directors/board-meetings/

11. ADJOURN

There being no further business, Chair LeBarre adjourned the meeting at 11:11 a.m.

PREPARED BY: Jeanette Alegar-Rocha

REVIEWED BY: Carl G. Sedoryk
MOBILITY ADVISORY COMMITTEE (MAC)

The Lichtanski Administrative Building (LAB)
19 Upper Ragsdale Dr., Suite 100,
Monterey, CA 93940

MEETING MINUTES

May 30, 2019

Present:
Kurt Schake  Veterans Transition Center
Jessica McKillip  ITN Monterey County
Diana Trapani  The Blind and Visually Impaired Center
Kazuko Wessendorf  Interim, Inc.
Melissa McKenzie  Carmel Foundation
Stefania Castillo  Transportation Agency for Monterey County (TAMC)
Aimee Cuda  Central Coast Senior Services
Kathleen Murray-Phillips  Monterey County Dept. of Social Services
Maria Magaña  Central Coast Center for Independent Living (CCCIL)

Absent:
Alejandro Fernandez  DaVita Dialysis
Maureen McEachen  Visiting Nurse Association
Reyna Gross  Alliance on Aging

Staff:
Cristy Sugabo  Mobility Services Manager
Kevin Allshouse  Mobility Services Coordinator
Claudia Valencia  Mobility Specialist
Erin Heatley  Mobility Specialist
Lisa Reinheimer  Director of Planning & Marketing
Beronica Carriedo  Community Relations Coordinator

Public:
Don Parslow  MV General Manager
Doug Thomson  MV Operations Manager
Maribel Trejo  Alliance on Aging
Todd Muck  TAMC

An apology is made for any misspelling of a name.
1. CALL TO ORDER

1.1. Roll Call

Chair Schake called the meeting to order at 1:02 p.m. in the Monterey-Salinas Transit Board of Directors Meeting room (MST).

2. CONSENT AGENDA

2.1. Approve minutes of the regular meeting of March 27, 2019.

Member Cuda made a motion to approve the Minutes and Member Murray-Phillips seconded. The motion passed unanimously.

Member McKillip arrived 1:08 pm

3. PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA

None

4. PRESENTATIONS

4.1. Census 2020 (Christina Granados)

4.2. The Blind and Visually Impaired Center (Diana Trapani)

4.3. Central Coast Senior Services (Aimee Cuda)

5. NEW BUSINESS

5.1. RELEASE the Measure X Senior & Disabled Transportation Program and PROVIDE input on the draft needs assessment and program guidelines. (Stefania Castillo)

6. REPORTS

The Committee will receive these report(s), which do not require action by the Committee.

6.1. MV Transit- MST RIDES Service Update (Don Parslow)

6.2. MST Mobility Programs Updates (Kevin Allshouse)
7. SUBJECT ITEM REQUEST
   This item(s) will be included on a future agenda for follow-up

   7.1. Update on Measure X Senior & Disabled Transportation Program

8. ANNOUNCEMENTS AND APPRECIATIONS

   8.1. Member, Public, and Staff comments and announcements

9. ADJOURN

   There being no further business, Chair Schake adjourned the meeting at 2:36 p.m.

Prepared by: Claudia Valencia
Mobility Specialist

Reviewed by: Kevin Allshouse
Mobility Services Coordinator
To: Board of Directors

From: Lori Lee

Subject: Financial Reports – May 2019

RECOMMENDATION:

1. Accept report of May 2019 cash flow presented in Attachment #1
2. Approve May 2019 disbursements listed in Attachment #2
3. Accept report of May 2019 treasury transactions listed in Attachment #3

FISCAL IMPACT:

The cash flow for May is summarized below and is detailed in Attachment #1.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Beginning balance May 1, 2019</td>
<td>$8,717,599.49</td>
</tr>
<tr>
<td>Revenues</td>
<td>$1,259,032.19</td>
</tr>
<tr>
<td>Disbursements</td>
<td>&lt;$5,005,002.31&gt;</td>
</tr>
<tr>
<td>Ending balance May 31, 2019</td>
<td>$4,971,629.37</td>
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</tbody>
</table>

POLICY IMPLICATIONS:

Disbursements are approved by your Board each month and are shown in Attachment #2. Treasury transactions are reported to your Board each month, and are shown in Attachment #3.

DISCUSSION:

By the end of May of FY 2019, a $701,025 surplus on the fixed-route portion of the operations was offset by a slightly smaller $617,972 deficit on the MST RIDES operation, resulting with a modest year-to-date surplus of $83,053. This negative RIDES variance can be attributed in part to increased demand for paratransit services on weekends in Salinas, which must be provided for free in association with our “Free 40’s” promotion for fixed-route buses in Salinas on weekends. Under the federal Americans with Disabilities Act regulations, when free fares are offered on fixed-route buses,
comparable ADA paratransit trips must also be free. Staff has noted record high passenger boardings on the MST RIDES program.

The following fixed-route expenses have negative variances of greater than 5% or have a monetary value greater than $5,000 as seen in the May Budget vs. Actual reports contained in Attachment #4:

1. **Maintenance** – This 15.5% negative variance can be primarily attributed to consuming a significantly higher amount – or value amount – of parts for MST’s large transit buses. With a fleet of 26 new transit buses put into service last spring, staff had expected maintenance costs to be lower for this fiscal year. In that regard, staff is continuing to look into the cause of this continued negative variance and hopes to find its causes in the coming weeks as the year-end close is performed.

2. **Marketing Supplies** – When measured as a percent, this 427.0% negative variance seems extraordinarily high. However, in actual dollar amounts, the equivalent $9,792 negative variance for the month was extremely modest compared to MST’s monthly total expenditures. In that regard, staff appropriately documented the marketing supplies purchases in May. Over half of the expenditures were for the production of MST’s new transit coloring book for school children. This will not be a recurring, monthly expense moving forward.

3. **Utilities** – Over 2/3rds of this 33.2% negative variance can be attributed to ongoing work being conducted on MST’s AT&T phone network that must be completed to effectively connect MST properties with voice and data. For the fiscal year-to-date, the negative variance in this category is running just under 4%.

4. **Purchased Transportation** – At 7.3%, this negative variance for the month of May is offset by cost controls during the rest of the fiscal year, producing a year-to-date negative variance of less than one tenth of one percent. For May, the reporting data show that MST’s popular senior taxi vouchers produced more than half of the negative variance for this category.


PREPARED BY: ______________________  REVIEWED BY: ___________________

Lori Lee      Carl G. Sedoryk
(REVENUES & DISBURSEMENTS)

CASH FLOW

Beginning balance 05/01/19 8,717,599.49

Revenues

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<tr>
<td>Passenger Revenue</td>
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<tr>
<td>DOD Revenue</td>
<td>296,947.00</td>
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<tr>
<td>LTF / STA / 5307</td>
<td>-</td>
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<tr>
<td>Sales Tax</td>
<td>521,383.96</td>
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<tr>
<td>Grants</td>
<td>8,890.80</td>
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<tr>
<td>Interest Income</td>
<td>4,884.60</td>
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<tr>
<td>Non Transit Revenue</td>
<td>121,412.03</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td><strong>1,259,032.19</strong></td>
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Disbursements

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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Operations (See Attachment #2)</td>
<td>4,785,810.77</td>
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<tr>
<td>Capital</td>
<td>219,191.54</td>
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<td><strong>Total Disbursements</strong></td>
<td><strong>(5,005,002.31)</strong></td>
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Ending balance 05/31/19 4,971,629.37

COMPOSITION OF ENDING BALANCE

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<th>Amount</th>
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<tr>
<td>Checking - Rabo Bank</td>
<td>(602,291.37)</td>
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<td>Local Agency Investment Fund (LAIF)</td>
<td>1,841,352.86</td>
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<tr>
<td>Money Market - Homeland Security</td>
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<td>Money Market - Rabo MM</td>
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<td>Money Market - PTMISEA</td>
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<td>Money Market - LCTOP</td>
<td>510,202.72</td>
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<tr>
<td>Money Market - State of Good Repair</td>
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<tr>
<td>Money Market - FOR A/Other</td>
<td>529,785.51</td>
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<tr>
<td>Bank of America - Escrow</td>
<td>8,986.88</td>
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<tr>
<td>Petty cash fund, STC Coin Machine, and 2 change funds</td>
<td>10,705.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>4,971,629.37</strong></td>
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## PAYROLL ACCOUNT

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<tr>
<td>May 10 Payroll &amp; Related Expenses</td>
<td>615,273.51</td>
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<td>May 24 Payroll &amp; Related Expenses</td>
<td>602,898.81</td>
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<tr>
<td>PERS &amp; 457</td>
<td>364,382.25</td>
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<td>Garnishments</td>
<td>4,696.98</td>
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<td>PERS Health Insurance</td>
<td>297,657.36</td>
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1,884,908.91  1,884,908.91

## GENERAL ACCOUNT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disbursements on Attached Summary</td>
<td>2,918,436.71</td>
</tr>
<tr>
<td>Paydown loans</td>
<td>59,240.17</td>
</tr>
<tr>
<td>Workers Comp. Disbursements</td>
<td>109,938.58</td>
</tr>
<tr>
<td>Interest expense</td>
<td>17,749.59</td>
</tr>
<tr>
<td>Transfer to RTA</td>
<td>2,530.00</td>
</tr>
<tr>
<td>Bank Service Charge</td>
<td>12,198.35</td>
</tr>
</tbody>
</table>

3,120,093.40  3,120,093.40

**Total Disbursements**  5,005,002.31

**Less Capital Disbursements & Transfers**  (219,191.54)

**Operating Disbursements**  4,785,810.77
DISBURSEMENTS SUMMARY:
GENERAL ACCOUNT DISBURSEMENTS FOR May 01, 2019 - May 31, 2019

<table>
<thead>
<tr>
<th>VENDOR / DESCRIPTION</th>
<th>CHECKS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable 05/03/2019</td>
<td>52206 - 52335</td>
<td>1,301,068.54</td>
</tr>
<tr>
<td>Accounts Payable 05/10/2019</td>
<td>52336 - 52341</td>
<td>462.00</td>
</tr>
<tr>
<td>Accounts Payable 05/14/2019</td>
<td>52342 - 52364</td>
<td>1,513.08</td>
</tr>
<tr>
<td>Accounts Payable 05/17/2019</td>
<td>52365 - 52490</td>
<td>387,004.36</td>
</tr>
<tr>
<td>Accounts Payable 05/22/2019</td>
<td>52491 - 52508</td>
<td>47,694.50</td>
</tr>
<tr>
<td>Accounts Payable 05/29/2019</td>
<td>52509 - 52516</td>
<td>34,141.94</td>
</tr>
<tr>
<td>Accounts Payable 05/31/2019</td>
<td>52517 - 52603</td>
<td>1,146,552.29</td>
</tr>
</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>CHECKS $100,000 AND OVER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>VENDOR / DESCRIPTION</strong></td>
</tr>
<tr>
<td>MV TRANSPORTATION</td>
</tr>
<tr>
<td>MV TRANSPORTATION</td>
</tr>
<tr>
<td>GIRO INC</td>
</tr>
</tbody>
</table>

**PURCHASES BETWEEN $50,000 AND $99,999**

NONE DURING THE MONTH OF MAY
## LAIF ACCOUNT

<table>
<thead>
<tr>
<th>Date</th>
<th>Account</th>
<th>Bank</th>
<th>Deposit</th>
<th>Withdrawal</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Forward at 05/01/19</td>
<td>687 Transfer to MM</td>
<td>2,341,352.86</td>
<td>500,000.00</td>
<td>1,841,352.86</td>
<td></td>
</tr>
</tbody>
</table>

Local Agency Investment Fund:
- Quarterly interest earned - 2.55%
- 1,841,352.86

LAIF Treasury Balance at 05/31/19 1,841,352.86

## RABOBANK MM ACCOUNT

<table>
<thead>
<tr>
<th>Date</th>
<th>Account</th>
<th>Bank</th>
<th>Deposit</th>
<th>Withdrawal</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Forward at 05/01/19</td>
<td>212 Military/CC Sales</td>
<td>2,301,978.54</td>
<td>237,000.00</td>
<td>2,538,978.54</td>
<td></td>
</tr>
<tr>
<td>05/02/19</td>
<td>308 AP/Payroll</td>
<td>1,425,000.00</td>
<td>680,000.00</td>
<td>1,113,978.54</td>
<td></td>
</tr>
<tr>
<td>05/09/19</td>
<td>308 AP/Payroll</td>
<td>500,000.00</td>
<td>375,000.00</td>
<td>558,978.54</td>
<td></td>
</tr>
<tr>
<td>05/16/19 LAIF Transfer from LAIF</td>
<td>308 AP/Payroll</td>
<td>200,000.00</td>
<td>358,978.54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/17/19</td>
<td>308 AP/Payroll</td>
<td>200,000.00</td>
<td>393,978.54</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05/31/19</td>
<td>212 Military/CC Sales</td>
<td>200,000.00</td>
<td>Interest @ 1.15% 831.40</td>
<td>194,809.94</td>
<td></td>
</tr>
</tbody>
</table>

RABO MM Balance at 05/31/19 194,809.94
## MONTEREY-SALINAS TRANSIT
### Revenue & Expense - Consolidated
#### Budget vs Actual
For the Period from May 1, 2019 to May 31, 2019
(Amounts are in USD)
(Includes Fund: 001)[004]
(Includes GL Budget Name: BUDFY19)

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Cur Mo. Actual</th>
<th>Cur Mo. Budget</th>
<th>Cur Mo. Variance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Passenger Fares</td>
<td>-307,858</td>
<td>-316,249</td>
<td>8,391</td>
<td>-3,301,245</td>
<td>-3,478,739</td>
<td>177,494</td>
</tr>
<tr>
<td>Special Transit</td>
<td>-409,107</td>
<td>-571,644</td>
<td>162,537</td>
<td>-4,337,206</td>
<td>-6,288,084</td>
<td>1,950,878</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td><strong>-3,666,875</strong></td>
<td><strong>-3,671,457</strong></td>
<td><strong>114,582</strong></td>
<td><strong>-38,459,656</strong></td>
<td><strong>-40,386,027</strong></td>
<td><strong>1,926,372</strong></td>
</tr>
</tbody>
</table>

### Expenses

<table>
<thead>
<tr>
<th>Expense</th>
<th>Cur Mo. Actual</th>
<th>Cur Mo. Budget</th>
<th>Cur Mo. Variance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>1,330,936</td>
<td>1,366,996</td>
<td>-36,060</td>
<td>14,461,197</td>
<td>15,036,956</td>
<td>-575,769</td>
</tr>
<tr>
<td>Benefits</td>
<td>852,756</td>
<td>881,991</td>
<td>-29,235</td>
<td>9,289,751</td>
<td>9,701,901</td>
<td>-412,150</td>
</tr>
<tr>
<td>Advertising &amp; Marketing</td>
<td>6,385</td>
<td>7,434</td>
<td>-1,049</td>
<td>79,342</td>
<td>81,774</td>
<td>-2,432</td>
</tr>
<tr>
<td>Professional &amp; Technical</td>
<td>66,477</td>
<td>74,375</td>
<td>-7,898</td>
<td>668,183</td>
<td>818,125</td>
<td>-149,942</td>
</tr>
<tr>
<td>Outside Services</td>
<td>26,515</td>
<td>37,084</td>
<td>-10,569</td>
<td>402,508</td>
<td>407,924</td>
<td>-5,416</td>
</tr>
<tr>
<td>Outside Labor</td>
<td>108,770</td>
<td>124,339</td>
<td>-15,569</td>
<td>973,702</td>
<td>1,367,729</td>
<td>-394,027</td>
</tr>
<tr>
<td>Supplies</td>
<td>72,249</td>
<td>86,744</td>
<td>-14,495</td>
<td>719,131</td>
<td>954,184</td>
<td>-235,053</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>79,908</td>
<td>69,183</td>
<td>10,725</td>
<td>910,530</td>
<td>761,013</td>
<td>149,517</td>
</tr>
<tr>
<td>Marketing Supplies</td>
<td>12,085</td>
<td>2,293*</td>
<td>9,792</td>
<td>36,291</td>
<td>25,223</td>
<td>11,068</td>
</tr>
<tr>
<td>Utilities</td>
<td>62,509</td>
<td>46,929</td>
<td>15,580</td>
<td>536,761</td>
<td>516,219</td>
<td>20,542</td>
</tr>
<tr>
<td>Insurance</td>
<td>81,472</td>
<td>80,148</td>
<td>1,324</td>
<td>897,698</td>
<td>881,628</td>
<td>16,070</td>
</tr>
<tr>
<td>Taxes</td>
<td>15,428</td>
<td>17,633</td>
<td>-2,205</td>
<td>179,720</td>
<td>193,963</td>
<td>-14,243</td>
</tr>
<tr>
<td>Purchased Transportation</td>
<td>499,240</td>
<td>465,159</td>
<td>34,081</td>
<td>5,121,288</td>
<td>5,116,749</td>
<td>4,539</td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td>41,959</td>
<td>46,904</td>
<td>-4,945</td>
<td>468,014</td>
<td>515,944</td>
<td>-47,930</td>
</tr>
<tr>
<td><strong>Interfund transfers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pass Thru/Behalf of Others</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Interest Expense</strong></td>
<td>20,711</td>
<td>16,667</td>
<td>4,044</td>
<td>193,567</td>
<td>183,337</td>
<td>10,230</td>
</tr>
<tr>
<td><strong>Leases &amp; Rentals</strong></td>
<td>18,581</td>
<td>39,713</td>
<td>-21,132</td>
<td>418,829</td>
<td>436,843</td>
<td>-18,014</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>3,526,674</strong></td>
<td><strong>3,671,457</strong></td>
<td><strong>-144,783</strong></td>
<td><strong>37,758,630</strong></td>
<td><strong>40,386,027</strong></td>
<td><strong>-2,627,357</strong></td>
</tr>
</tbody>
</table>

**Operating (Surplus) Deficit**

-30,201  
-30,201  
-701,026  
-701,026

MST AGENDA / JULY 8, 2019 / PAGE 27
MONTEREY-SALINAS TRANSIT  
Revenue & Expense - Consolidated  
Budget vs Actual  
For the Period from May 1, 2019 to May 31, 2019  
(Amounts are in USD)  
(Includes Fund: 002)  
(Includes Gil Budget Name: BUDFY19)  

<table>
<thead>
<tr>
<th></th>
<th>Cur Mo. Actual</th>
<th>Cur Mo. Budget</th>
<th>Cur Mo. Variance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special Transit</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Cash Revenue</td>
<td>-435,443</td>
<td>-435,443</td>
<td></td>
<td>-4,789,873</td>
<td>-4,789,873</td>
<td></td>
</tr>
<tr>
<td>Total Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor</td>
<td>8,593</td>
<td>10,473</td>
<td>-1,880</td>
<td>100,438</td>
<td>115,203</td>
<td>-14,765</td>
</tr>
<tr>
<td>Benefits</td>
<td>7,412</td>
<td>5,562</td>
<td>1,850</td>
<td>74,701</td>
<td>61,182</td>
<td>13,519</td>
</tr>
<tr>
<td>Advertising &amp; Marketing</td>
<td>417</td>
<td>417</td>
<td>-417</td>
<td>4,587</td>
<td>4,587</td>
<td></td>
</tr>
<tr>
<td>Professional &amp; Technical</td>
<td>417</td>
<td>417</td>
<td>-417</td>
<td>4,587</td>
<td>4,587</td>
<td></td>
</tr>
<tr>
<td>Outside Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside Labor</td>
<td>10,061</td>
<td>8,375</td>
<td>1,686</td>
<td>81,439</td>
<td>92,125</td>
<td>-10,686</td>
</tr>
<tr>
<td>Fuel &amp; Lubricants</td>
<td>51,290</td>
<td>38,070</td>
<td>13,220</td>
<td>553,167</td>
<td>418,770</td>
<td>134,397</td>
</tr>
<tr>
<td>Supplies</td>
<td>315</td>
<td>1,957</td>
<td>-1,644</td>
<td>3,776</td>
<td>21,527</td>
<td>-17,751</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td></td>
<td></td>
<td></td>
<td>943</td>
<td>943</td>
<td></td>
</tr>
<tr>
<td>Marketing Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>120</td>
<td>120</td>
<td>1,240</td>
<td>1,240</td>
<td>1,240</td>
<td></td>
</tr>
<tr>
<td>Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taxes</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchased Transportation</td>
<td>445,673</td>
<td>374,490</td>
<td>71,183</td>
<td>4,643,236</td>
<td>4,119,390</td>
<td>523,846</td>
</tr>
<tr>
<td>Miscellaneous Expenses</td>
<td>19,383</td>
<td>18,853</td>
<td>530</td>
<td>205,423</td>
<td>207,383</td>
<td>-1,960</td>
</tr>
<tr>
<td>Interfund transfers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pass Thru/Behalf of Others</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Interest Expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leases &amp; Rentals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>542,844</td>
<td>468,614</td>
<td>84,230</td>
<td>5,664,362</td>
<td>5,044,764</td>
<td>619,608</td>
</tr>
<tr>
<td>Operating (Surplus) Deficit</td>
<td>84,112</td>
<td>84,112</td>
<td>617,972</td>
<td>617,972</td>
<td>617,972</td>
<td></td>
</tr>
</tbody>
</table>
To: Board of Directors

From: Sonia Wills, Customer Service Supervisor

Subject: Disposal of unclaimed property left on MST property

RECOMMENDATION:

Receive report on unclaimed property left on MST property.

FISCAL IMPACT:

There are no fiscal impacts to receiving this report.

POLICY IMPLICATIONS:

Your Board adopted MST’s Disposal of Lost and Found Property Policy.

DISCUSSION:

Per MST’s Disposal of Lost and Found Property Policy adopted in February 2019, lost items listed below which are left on buses, bus benches, at transit centers, at bus stops, and/or which have been turned in to bus or RIDES Operators, Customer Service Representatives, or any MST employee will be held at one of MST’s Customer Service locations for a three (3) month period.

MST makes an attempt to contact the owners of Lost and Found items. Prescriptions, ID cards, and items with an estimated fair market value under $100 and have been turned in to MST are either disposed of properly or donated to non-profit charitable organizations.

Only the items listed below with an estimated fair market value of $100 or more and are unclaimed after three months will be auctioned off per Policy:

*Items with an estimated fair market value of $100 or more:*

None

PREPARED BY: Sonia Wills

REVIEWED BY: Carl G. Sedoryk
DEBRA DANIELS
22 YEARS OF SERVICE

WHEREAS, Debra Daniels began her career with Monterey-Salinas Transit in April 1997. During her 22-year career Debra Daniels has supported MST’s Transportation Department and its customers as a Coach Operator, Dispatcher, Operations Supervisor, and Senior Operations Supervisor; and

WHEREAS, Debra Daniels was recognized for her safety record – accumulating nineteen Job Safety Awards -- and has received multiple written commendations for her outstanding customer service and special project achievements; and

WHEREAS, Debra Daniels was recognized for her commitment to MST’s Mission as the Employee of the Month in August 1999, and May of 2007; and

WHEREAS, after 22 years of service, Debra Daniels shall retire on July 15, 2019; and

THEREFORE BE IT RESOLVED that the Board of Directors of Monterey-Salinas Transit recognizes and congratulates Debra Daniels for her outstanding support and service to MST and its customers; and

BE IT FURTHER RESOLVED the Board of Directors expresses its sincere gratitude to Debra Daniels and wish her a successful and satisfying retirement.

THE BOARD OF DIRECTORS OF MONTEREY–SALINAS TRANSIT
PASSED AND ADOPTED RESOLUTION 2020-02 this 8th day of July 2019.

_______________________  _______________________
Mike LeBarre              Carl G. Sedoryk
Board Chair               Board Secretary
To: Board of Directors

From: K. Halcon, Human Resources Manager

Subject: Acknowledgment of approval and providing authorization for General Manager/CEO to sign amended CalTIP’s Joint Powers Agreement

RECOMMENDATION:

Passage of the attached Resolution acknowledging the Board’s approval of the amended Joint Powers Agreement forming the California Transit Systems Joint Powers Agreement Authority and authorizing Carl Sedoryk, General Manager/CEO, to sign the amended Agreement.

FISCAL IMPACT:

None.

POLICY IMPLICATIONS:

Your Board approves all new policies and/or amendments.

DISCUSSION:

Monterey-Salinas Transit District joined the California Transit Systems Joint Powers Authority (CalTIP or Authority) on July 1, 1987 to obtain liability coverage, vehicle physical damage coverage, and risk management services through jointly pooling resources with the other transit agencies that are members of the Authority. As were many other self-insurance pools, CalTIP was formed in 1987 during a difficult time for public entities to obtain coverage from the insurance market. Although the difficulty of obtaining insurance from standard markets eventually waned, the coverage provided by the insurance industry usually was not tailored to the specific needs of the public entities and did not provide the tailored risk management services.

CalTIP was formed with the signing of a joint powers agreement by each of its members. The Agreement was drafted in 1987 and was last amended in May 2011 to align the document with current operations and practices of the authority at that time. The document has not been updated since then.

The current amendments to the Agreement are the result of discussions with CalTIP’s Oversight Committee and Board to address CalTIP’s ongoing challenges associated with achieving certain quorum requirements at Board meetings in order to
conduct business and to ensure the governing documents align with CalTIP’s current practices and procedures.

CalTIP’s draft Agreement and Bylaws with changes was distributed to all CalTIP members on April 3, 2019, to provide members with time to review the changes, provide comments, and ask questions.

At its April 18th meeting, the CalTIP Board approved submitting the amended Joint Powers Authority Agreement to the Parties for approval. In addition, the CalTIP Board approved the Bylaws as amended to become effective upon approval of the Agreement. While the CalTIP Board has the authority to approve the amendments to the CalTIP Bylaws, because the Agreement makes reference to that document, it has been included for informational purposes.

Staff recommends the Board adopted the resolution to acknowledge and approve MST’s General Manager/CEO sign the amendments to the Joint Powers Agreement. The amendments are intended to address ongoing challenges with quorum requirements and provide the CalTIP Board the flexibility and ability to make decisions and carry-forth initiatives in a more expeditious manner to the benefit of the organization.

PREPARED BY: ________________________ REVIEWED BY: ______________________

Kelly Halcon           Carl G. Sedoryk
RESOLUTION NO. 2020-03

RESOLUTION OF THE BOARD OF MONTEREY-SALINAS TRANSIT DISTRICT
APPROVING THE AMENDED JOINT POWERS AUTHORITY AGREEMENT FORMING
THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

WHEREAS, on July 1, 1987, via Resolution, the Monterey-Salinas Transit Board of Directors approved entering into an agreement that provided for the creation of the California Transit Systems Joint Powers Authority (hereinafter CalTIP) for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses;

WHEREAS, CalTIP has provided Monterey-Salinas Transit coverage for such liabilities [including losses to vehicles] at overall cost-effective pricing;

WHEREAS, the Board of Monterey-Salinas Transit District finds it is in the best interest of MST to continue its participation in CalTIP and obtain liability coverage and risk management services from CalTIP;

WHEREAS, the joint powers authority agreement of CalTIP has retained its original form as drafted in 1987 and amended in 2011 and there have been changes in operations of CalTIP since that time;

WHEREAS, the Board recognizes the need to amend the CalTIP joint powers authority agreement to enable CalTIP to effectively govern the organization and adapt to changes in the environment in which CalTIP operates.

NOW, THEREFORE, BE IT RESOLVED that the Board of MST accepts the changes to the joint powers authority agreement as presented, and

BE IT FURTHER RESOLVED that the Board authorizes Carl Sedoryk, General Manager/CEO, to sign the amended joint powers authority agreement that shall enable the MST to continue to enjoy the joint self-insurance and risk management programs provided by CalTIP.

THIS RESOLUTION 2020-03 DULY PASSED this 8th day of July, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:
**California Transit Systems Joint Powers Authority**  
**Comparison of JPA Agreements – Current versus Proposed**

Current to Proposed:

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<td>Changing the opening paragraph prior to recitals for clarification purposes.</td>
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<td>Page 1, Line 27</td>
<td>Adding language to clarify the amended Agreement will become effective as soon as three-quarters of the current Parties to the Agreement approve the Agreement.</td>
<td>Page 1, Lines 26 - 27</td>
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<td>Page 2, Lines 81 - 83</td>
<td>Article IV – Term of Agreement: Adding language to clarify the agreement is effective as amended from time to time.</td>
<td>Page 2, Lines 85 - 87</td>
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<td>Page 3, Line 111 - 112</td>
<td>Article VII – Governing Documents: Including language stating the amended Bylaws are attached to the document and noting they will be deemed adopted upon the effective date of the Agreement. (The Board has the authority to adopt the Bylaws; however, because some of the amendments to the Bylaws dovetail with the amendments to the Agreement, the Board adopted the amended Bylaws to become effective upon the effective date of the Agreement). The language was also changed to clarify the Board may amend the Bylaws.</td>
<td>Page 3, Lines 113 - 114</td>
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<td>Page 3, Line 130</td>
<td>Article VIII – Responsibilities of the Parties: Clarifying one or more Alternates may be appointed to the Board, which is CalTIP’s current practice.</td>
<td>Page 3, Line 134</td>
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<td>Page 4, Lines 148 - 154</td>
<td>Article X – Board of Directors: Adding language to maintain consistency regarding appointment of “one or more Alternates” to the Board, referring to the Bylaws for specifics regarding the constitution of the Board of Directors, and removing the specifics from the Agreement.</td>
<td>Page 4, Lines 153 - 154</td>
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<td>Page 5, Line 202 - 203</td>
<td>Article XVI – New Parties: Removing the quorum requirement from this section of the Agreement. Specifics regarding the quorum requirement are contained in the amended Bylaws. (The Bylaws require a two-thirds affirmative vote of the Board present and voting).</td>
<td>N/A</td>
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<td>Page 6, Lines 221 - 223</td>
<td>Article XVIII – Expulsion: Removing the quorum requirement from this section of the Agreement and referencing the Bylaws. (The Bylaws require a three-fourths vote of the Board present and voting). Adding language to clarify written notice of such action will be provided to the expelled Party at least 90 days prior to the effective date of the expulsion.</td>
<td>Page 6, Lines 220 - 222</td>
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<td>N/A</td>
<td>Article XXII – Notices: Adding language stating notices of meetings may be provided via e-mail.</td>
<td>Page 7, Lines 290 - 291</td>
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<td>Page 7, Line 303</td>
<td>Article XXV – Amendments: Changing the approval requirement to amend the Agreement from three-fourths of the Parties to two-thirds of the Parties for future amendments.</td>
<td>Page 7, Line 310</td>
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CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

JOINT POWERS AUTHORITY AGREEMENT

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<td>XXVI</td>
<td>Agreement complete</td>
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</table>
This Agreement is executed in the State of California by and among those public entities which are parties signatory to this Agreement. All parties signatory to this Agreement shall hereinafter be called “Party” [collectively “Parties”].

RECITALS

Whereas, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public entities, by agreement, to exercise jointly powers common to the contracting parties; and

Whereas, it is the mutual benefit of the Parties and in the public interest that the Parties join together to provide:

- Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to property;
- Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers authorities or public entity pooling arrangement; and
- Sharing the administration of the Authority created by this document.

Whereas, each Party desires to enter into this Agreement with each of the other Parties for the purpose of joint risk sharing and/or insuring against various risk of loss jointly, rather than individually;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

This amended Agreement replaces the original Agreement and any prior amendments that may exist.

This Agreement is made under the authority of Government Code Section 6500 et seq. between the undersigned public entities, after the governing boards of the entities determine that it is in their best interest to execute this Agreement.

ARTICLE I - PURPOSE

The purpose of this Agreement is to exercise jointly powers common to each Party by:

- Creating an authority under Government Code Section 6500 et seq., a public entity that is separate and apart from the Parties, to be known as the California Transit System Joint Powers Authority, to administer a self-insurance pool,
- Sharing losses and purchase as a group, insurance or reinsurance and participate in other joint powers authorities or other public entity pooling arrangements,
- Maintaining funds sufficient to pay the losses to which the Parties agree to share through a Coverage Program, and
- Purchasing jointly administrative and other services, including risk management, loss prevention, and legal defense in connection with the Coverage Programs.
ARTICLE II - CREATION OF THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public entity separate and apart from the Parties. This public entity created by this Agreement shall be known as the California Transit Systems Joint Powers Authority.

ARTICLE III - DEFINITIONS

1. “Authority” shall mean the California Transit Systems Joint Powers Authority.
2. “Board” or “Board of Directors” shall mean the governing board of the Authority.
3. “Coverage Programs” shall mean programs as defined and adopted by the Board which may, but need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or participation in other public entity pooling programs.
4. “Coverage Program Documents” shall mean the Master Program Document defining the policies and procedures of the program and the Memorandum of Coverage defining the coverage provided by the program.
5. “Contributions” shall mean payments by Members to the Authority, for other than interest, penalties paid, or reimbursements for payments made on behalf of the Member, for which the Authority is not liable.
6. “Governing Documents” shall be those documents described in Article V, Governing Documents.
7. “Member” or collectively “Members” shall mean a Party who is participating in a particular Coverage Program.
8. “Party” shall mean a signatory to this Agreement.
9. “Officer” shall mean an officer of the Authority as defined in Article XIII.

ARTICLE IV - PARTIES TO THIS AGREEMENT

Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who are signatories to this Agreement, and any signatories that may sign this Agreement in the future, pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement as respects the remaining Parties and those remaining Parties’ intent to be bound by this Agreement.

ARTICLE V - TERM OF AGREEMENT

As authorized by Government Code Section 6510, this Agreement was effective from May 1, 1987 and shall stay in full force, as is, as amended on May 1, 2012 or any other subsequent amendments, until terminated in accordance with Article XX.
ARTICLE VI - POWERS OF THE AUTHORITY

The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

1. Make and enter into contracts;
2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the debt, liability or obligation of any Party except as otherwise provided;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
5. Assess Parties as deemed appropriate by the Board;
6. Sue and be sued in its own name;
7. Acquire, construct, manage and maintain buildings; and
8. Lease real or personal property including property of a Party, and receive, collect, invest and disburse monies.

These powers shall be executed in a manner provided by appropriate law and as set forth in this Agreement.

ARTICLE VII - GOVERNING DOCUMENTS

The Board of Directors shall adopt Bylaws consistent with this Agreement and applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program Documents define the Coverage Programs, the Members rights and duties, the Authority’s rights and duties, and the operations of the programs. The Board may also adopt policies and procedures, consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority’s operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and procedures adopted by the Board shall constitute the Governing Documents of the Authority.

Unless otherwise stated, a Governing Document may be amended by a majority of the Board of Directors at a duly noticed regular or special Board meeting.

ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES

The Parties to this Agreement shall have the following responsibilities:

1. To abide by the terms of this Agreement and other Governing Documents;
2. To cooperate fully with the Authority in the settlement of claims;
3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and
4. To appoint a Director and an Alternate to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.
ARTICLE IX - POWERS RESERVED UNTO THE PARTIES

The Parties reserve unto themselves the following powers:

1. To amend this Agreement;
2. Appoint the Representatives and Alternates to the Board of Directors; and
3. To terminate the Authority in accordance with Article XX.

ARTICLE X - BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall have all the powers of the Authority except those specifically reserved to the Parties. The Board of Directors shall have the authority to create committees as deemed necessary for the operations of the Authority. The Board has the power to delegate any and all of its powers, not specifically reserved exclusively to the Board, to a committee or an Officer of the Authority.

The Board of Directors shall consist of one Director and one Alternate from each Party to this Agreement. The Party shall appoint by official action an officer or employee of the Party to be the Director and such appointment shall remain in effect until such time as the Party appoints another to be the Director. The Party shall appoint by official action an officer or employee of the Party to be the Alternate and such appointment shall remain in effect until such time as the Party appoints another to be the Alternate. Each Director shall have one vote, and each Alternate shall have one vote only if the Director for which he/she is an Alternate is absent from the meeting.

ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE

The Board may not delegate to any committee, office or person the authority to:

1. Adopt, amend or alter the Bylaws;
2. Adopt the Authority’s Annual Budget;
3. Create a Coverage Program;
4. Accept a Party to this Agreement; or
5. Expel a Party to this Agreement.

ARTICLE XII - BOARD MEETINGS AND RECORDS

The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall keep full and complete minutes of all Board meetings.
ARTICLE XIII - OFFICERS OF THE AUTHORITY

The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in the Bylaws.

In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the treasurer and auditor as described in Government Code Section 6505.5.

The Board may appoint other officers of the Authority as described in the Bylaws.

ARTICLE XIV - ANNUAL BUDGET

Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year prior to the inception of that year.

ARTICLE XV - ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements in conformity with Government Code Section 6505. All funds of the Authority may be held in common although there shall be a separate accounting for funds of each Coverage Program.

ARTICLE XVI - NEW PARTIES

Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to accept a prospective Party, after reviewing their application, with at least two-thirds affirmative vote of the entire Board. The membership shall become effective upon the Board’s approval and the signing of this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all other requirements imposed upon membership by the Bylaws or other Governing Documents.

ARTICLE XVII - WITHDRAWAL

A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party’s request pursuant to the Bylaws at any time.
ARTICLE XVIII - EXPULSION

The Authority may expel a Party to this Agreement as a Party by a three-fourth vote of the entire Board. The Party shall be given written notice of such action of the Board at least ninety-days prior to the expulsion.

ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL

Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party shall not be construed to be completion of the purpose of the Agreement and shall not require the return of any Contributions, payments or advances made by the Party until the Agreement is rescinded or terminated by all Parties in accordance with Article XX.

Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities defined in any Governing Document or Coverage Program Document for the period of time in which the Party participated, including, but not limited to:

1. Cooperate fully with the Authority in the investigation and settlement of a claim;
2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due and payable; and
3. Provide any statistical or loss experience data and other information as may be necessary for the Authority to carry out the purpose of this Agreement.

ARTICLE XX - TERMINATION AND DISTRIBUTION

This Agreement may be terminated at any time with written consent of three-fourths of the Parties; provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority. The Board shall be vested with all the powers of the Authority for the purposes of winding down and dissolving the business affairs of the Authority, including the power to assess past and present Parties in accordance with Coverage Program Documents.

In accordance with Government Code Section 6512, all assets of the Authority shall be distributed among those who were Parties within ten years of termination, in proportion to the Parties’ Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not jeopardize the payment of any claim or liability that may arise in the future.

ARTICLE XXI - LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions, imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party and of the Authority and not the agent of any Party or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly
upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this Agreement as if set forth fully in this Agreement.

The members of the Board of Directors and the Officers and employees of the Authority shall act in good faith and in the best interests of the Authority in the performance of their duties. The members of the Board of Directors and Officers and employees shall be liable for an act or omission within the scope of their employment with the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or omissions by another member of the Board. Funds of the Authority shall be used to defend and indemnify members of the Board, Officers, and employees for any act or omission pursuant to the provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase insurance covering acts or omissions of the Board of Directors, Officers, and employees.

ARTICLE XXII - NOTICES

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution.

ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT

No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share, interest, fund, premium, or asset of the Authority.

ARTICLE XXIV - ARBITRATION

Any controversy between the Parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXV - AMENDMENTS

This Agreement may be amended at any time by approval of three-fourths of the Parties.
ARTICLE XXVI - AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the Parties. There are no oral understandings or agreements not set forth in writing herein.

In Witness Whereof, the undersigned Party hereto has executed this Agreement on the date indicated below:

Date: _______________________________   By:  ________________________________________

Printed Name of Authorized Signor

________________________________________
Signature of Authorized Signor

________________________________________
Title of Authorized Signor

________________________________________
Name of Agency
CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

AMENDED AND RESTATED
JOINT POWERS AUTHORITY AGREEMENT

As Amended 2019
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**JOINT POWERS AUTHORITY AGREEMENT**  
**CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY (CalITIP)**

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This Amended and Restated Joint Powers Agreement ("Agreement") is executed by and among those public entities which are signatories to this Agreement. Such parties shall hereinafter be referred to individually as “Party” or collectively, “Parties.”

RECITALS

Whereas, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public entities, by agreement, to exercise jointly powers common to the contracting parties; and

Whereas, it is the mutual benefit of the Parties and in the public interest that the Parties join together to provide:

- Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to property;
- Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers authorities or public entity pooling arrangement; and
- Sharing the administration of the Authority created by this document.

Whereas, each Party desires to enter into this Agreement with each of the other Parties for the purpose of joint risk sharing and/or insuring against various risk of loss jointly, rather than individually;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

This amended Agreement replaces and restates in its entirety the Agreement and any prior amendments that may exist and is effective upon approval by three-quarters of the current Parties to the Agreement.

This Agreement is made under the authority of Government Code Section 6500 et seq. between the undersigned public entities, after the governing boards of the entities determine that it is in their best interest to execute this Agreement.

ARTICLE I - PURPOSE

The purpose of this Agreement is to exercise jointly powers common to each Party by:

- Creating an authority under Government Code Section 6500 et seq., a public entity that is separate and apart from the Parties, to be known as the California Transit System Joint Powers Authority, to administer a self-insurance pool,
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- Maintaining funds sufficient to pay the losses to which the Parties agree to share through a Coverage Program, and
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ARTICLE II - CREATION OF THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public entity separate and apart from the Parties. This public entity created by this Agreement shall be known as the California Transit Systems Joint Powers Authority.

ARTICLE III - DEFINITIONS

1. “Authority” shall mean the California Transit Systems Joint Powers Authority.
2. “Board” or “Board of Directors” shall mean the governing board of the Authority.
3. “Coverage Programs” shall mean programs as defined and adopted by the Board which may, but need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or participation in other public entity pooling programs.
4. “Coverage Program Documents” shall mean the Master Program Document defining the policies and procedures of the program and the Memorandum of Coverage defining the coverage provided by the program.
5. “Contributions” shall mean payments by Members to the Authority, for other than interest, penalties paid, or reimbursements for payments made on behalf of the Member, for which the Authority is not liable.
6. “Governing Documents” shall be those documents described in Article VII, Governing Documents.
7. “Member” or collectively “Members” shall mean a Party who is participating in a particular Coverage Program.
8. “Party” shall mean a signatory to this Agreement.
9. “Officer” shall mean an officer of the Authority as defined in Article XIII.

ARTICLE IV - PARTIES TO THIS AGREEMENT

Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who are signatories to this Agreement, and any signatories that may sign this Agreement in the future, pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement as respects the remaining Parties and those remaining Parties’ intent to be bound by this Agreement.

ARTICLE V - TERM OF AGREEMENT

As authorized by Government Code Section 6510, this Agreement which was originally effective May 1, 1987 shall stay in full force, as amended from time to time, until terminated in accordance with Article XX.
ARTICLE VI - POWERS OF THE AUTHORITY

The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

1. Make and enter into contracts;
2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the debt, liability or obligation of any Party except as otherwise provided;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
5. Assess Parties as deemed appropriate by the Board;
6. Sue and be sued in its own name;
7. Acquire, construct, manage and maintain buildings; and
8. Lease real or personal property including property of a Party, and receive, collect, invest and disburse monies.

These powers shall be executed in a manner provided by appropriate law and as set forth in this Agreement.

ARTICLE VII - GOVERNING DOCUMENTS

The attached amended Bylaws shall be deemed adopted upon the effective date of this Agreement. Thereafter, the Board of Directors may amend the Bylaws consistent with this Agreement and applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program Documents define the Coverage Programs, the Members’ rights and duties, the Authority’s rights and duties, and the operations of the programs. The Board may also adopt policies and procedures, consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority’s operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and procedures adopted by the Board shall constitute the Governing Documents of the Authority.

Unless otherwise stated, a Governing Document may be amended by a majority of the Board of Directors at a duly noticed regular or special Board meeting.

ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES

The Parties to this Agreement shall have the following responsibilities:

1. To abide by the terms of this Agreement and other Governing Documents;
2. To cooperate fully with the Authority in the settlement of claims;
3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and
4. To appoint a Director and one or more Alternates to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.
ARTICLE IX - POWERS RESERVED UNTO THE PARTIES

The Parties reserve unto themselves the following powers:

1. To amend this Agreement;
2. Appoint the Representatives and Alternates to the Board of Directors; and
3. To terminate the Authority in accordance with Article XX.

ARTICLE X - BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall have all the powers of the Authority except those specifically reserved to the Parties. The Board of Directors shall have the authority to create committees as deemed necessary for the operations of the Authority. The Board has the power to delegate any and all of its powers, not specifically reserved exclusively to the Board, to a committee or an Officer of the Authority.

The Board of Directors shall consist of one Director and one or more Alternates for each Party to this Agreement as provided for in the Bylaws.

ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE

The Board may not delegate to any committee, office or person the authority to:

1. Adopt, amend or alter the Bylaws;
2. Adopt the Authority’s Annual Budget;
3. Create a Coverage Program;
4. Accept a Party to this Agreement; or
5. Expel a Party to this Agreement.

ARTICLE XII - BOARD MEETINGS AND RECORDS

The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall keep full and complete minutes of all Board meetings.
ARTICLE XIII - OFFICERS OF THE AUTHORITY

The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in the Bylaws.

In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the treasurer and auditor as described in Government Code Section 6505.5.

The Board may appoint other officers of the Authority as described in the Bylaws.

ARTICLE XIV - ANNUAL BUDGET

Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year prior to the inception of that year.

ARTICLE XV - ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements in conformity with Government Code Section 6505. All funds of the Authority may be held in common although there shall be a separate accounting for funds of each Coverage Program.

ARTICLE XVI - NEW PARTIES

Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to accept a prospective Party, after reviewing their application. The membership shall become effective upon the Board’s approval and the signing of this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all other requirements imposed upon membership by the Bylaws or other Governing Documents.

ARTICLE XVII - WITHDRAWAL

A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party’s request pursuant to the Bylaws at any time.
ARTICLE XVIII - EXPULSION

The Board may expel a Party to this Agreement as a Party as provided for in the Bylaws. The expelled Party shall be given written notice of such action of the Board at least ninety-days prior to the effective date of the expulsion.

ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL

Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party shall not be construed to be completion of the purpose of the Agreement and shall not require the return of any Contributions, payments or advances made by the Party until the Agreement is rescinded or terminated by all Parties in accordance with Article XX.

Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities defined in any Governing Document or Coverage Program Document for the period of time in which the Party participated, including, but not limited to:

1. Cooperate fully with the Authority in the investigation and settlement of a claim;
2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due and payable; and
3. Provide any statistical or loss experience data and other information as may be necessary for the Authority to carry out the purpose of this Agreement.

ARTICLE XX - TERMINATION AND DISTRIBUTION

This Agreement may be terminated at any time with written consent of three-fourths of the Parties; provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority.

The Board shall be vested with all the powers of the Authority for the purposes of winding down and dissolving the business affairs of the Authority, including the power to assess past and present Parties in accordance with Coverage Program Documents.

In accordance with Government Code Section 6512, all assets of the Authority shall be distributed among those who were Parties within ten years of termination, in proportion to the Parties’ Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not jeopardize the payment of any claim or liability that may arise in the future.

ARTICLE XXI - LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions, imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party and of the Authority and not the agent of any Party or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly...
upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this Agreement as if set forth fully in this Agreement.

The members of the Board of Directors and the Officers and employees of the Authority shall act in good faith and in the best interests of the Authority in the performance of their duties. The members of the Board of Directors and Officers and employees shall be liable for an act or omission within the scope of their employment with the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or omissions by another member of the Board. Funds of the Authority shall be used to defend and indemnify members of the Board, Officers, and employees for any act or omission pursuant to the provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase insurance covering acts or omissions of the Board of Directors, Officers, and employees.

ARTICLE XXII - NOTICES

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution. Notices of meetings may be given by electronic mail to the respective electronic mail addresses on file with the Authority, which notice shall be deemed sufficient notice.

ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT

No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share, interest, fund, premium, or asset of the Authority.

ARTICLE XXIV - ARBITRATION

Any controversy between the Parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXV - AMENDMENTS

This Agreement may be amended at any time by approval of two-thirds of the Parties.
ARTICLE XXVI - AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the Parties. There are no oral understandings or agreements not set forth in writing herein.

In Witness Whereof, the undersigned Party hereto has executed this Agreement on the date indicated below:

Date: ____________________________
By: ____________________________
Printed Name of Authorized Signor

______________________________
Signature of Authorized Signor

______________________________
Title of Authorized Signor

______________________________
Name of Agency
To: Board of Directors

From: Lisa Cox, Risk and Security Manager

Subject: Liability Claim Rejection

RECOMMENDATION:

Reject claim by the claimant below.

FISCAL IMPACT:

Request exceeds $10,000.00

POLICY IMPLICATIONS:

None

DISCUSSION:

The claim was submitted on June 14, 2019 from Mr. Willard Hunter regarding an incident where he alleges he may have been injured while attempting to board the bus.

It has been determined that the current claim submitted has failed to comply with the California tort claims act and is insufficient. Staff recommends the claim be rejected in its entirety.

The above claim is under investigation. If any Board member desires further information on this claim, they may request it be discussed in closed session.

PREPARED BY: Lisa Cox

APPROVED BY: Carl Sedoryk
To: Board of Directors
From: Lisa Cox, Risk and Security Manager
Subject: Liability Claim Rejection

RECOMMENDATION:
Reject claim by the claimant below.

FISCAL IMPACT:
$3,071.73

POLICY IMPLICATIONS:
None

DISCUSSION:
The claim was submitted on June 14, 2019 from Geico A/S/O Naomi Lake regarding an accident involving an MV bus causing her to sustain property damage.

It has been determined that the current claim submitted has failed to comply with the California tort claims act and is insufficient. Staff recommends the claim be rejected in its entirety.

The above claim is under investigation. If any Board member desires further information on this claim, they may request it be discussed in closed session.

PREPARED BY: Lisa Cox
APPROVED BY: Carl Sedoryk
To: Board of Directors

From: Carl Sedoryk, General Manager/CEO

Subject: General Counsel Performance Evaluation Worksheet

RECOMMENDATION:

Receive general counsel performance evaluation worksheet.

FISCAL IMPACT:

None.

POLICY IMPLICATIONS:

Your board requested to receive a general counsel performance appraisal before each extension and to have the contract extension request placed on Consent Agenda for consideration.

DISCUSSION:

At your September 19, 2016 meeting your board awarded a one-year contract to De Lay & Laredo, Attorneys at Law to provide legal services with the ability to extend the contract for an additional 9 years. At your September 14, 2017 meeting your board awarded a two-year contract extension to De Lay & Laredo Attorneys at Law.

During the past two years DeLay and Laredo staff have served as general counsel to your board, lead negotiators for labor agreements with the Amalgamated Transit Union and Monterey-Salinas Transit Employee Association, and has represented MST in a variety of contractual, employment and real estate related legal matters.

Your board requested to receive a general counsel performance appraisal before each extension and to have the contract extension request placed on Consent Agenda for consideration. Staff will have a recommendation regarding a contract extension at your meeting of September 9, 2019.

Staff requests your board complete the attached general counsel performance evaluation worksheet and return to the General Manager / CEO by August 12, 2019 and any pertinent findings will be shared with your board at the meeting of September 9, 2019 as it considers any additional extensions of the legal services contract.
Submitted by

[Signature]

Carl Sedoryk, General Manager/CEO

Att: General Counsel Performance Evaluation Worksheet.
July 8, 2019

Re: General Counsel Performance Evaluation

Dear MST Board Member;

I want to personally thank each of you for taking the time to complete the following general counsel performance evaluation and return to me by **August 12, 2019**. We all recognize how critical and important it is for the Board members to provide feedback and direction to our General Counsel. The performance evaluation allows each of us the opportunity to summarize and specify our observation of MST’s General Counsel’s overall performance.

I will be reviewing the results and comments to provide the Board with a detailed metric rating and Board member narrative comments at the September Board Meeting. As directed by the board, I am asking for 100% participation for each board member. Along with this packet, Kelly Halcon, Director of Human Resources/Risk Management, will be sending an electronic copy of the performance evaluation to your email listed with MST. Enclosed is a self addressed envelope or you can scan the completed performance evaluation and email it back to Ms. Halcon at khalcon@mst.org.

Respectfully,

Carl G. Sedoryk
General Manager/CEO
Monterey-Salinas Transit District
### Monterey-Salinas Transit
General Counsel
Performance Evaluation

For the Period **July 1, 2018 to June 30, 2019**

#### Performance Evaluation Scoring 1-5

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>5. Exceptional</strong></td>
<td>Consistently meets and often exceeds all relevant performance standards. Provides leadership, fosters teamwork, is highly productive, innovative, and responsive and generates top quality work. Active in industry-related professional and/or community groups.</td>
</tr>
<tr>
<td><strong>4. Exceeds Expectations</strong></td>
<td>Consistently meets and sometimes exceeds all relevant performance standards. Shows initiative and versatility, works collaboratively, has strong technical &amp; interpersonal skills or has achieved significant improvement in these areas.</td>
</tr>
<tr>
<td><strong>3. Meets Expectations</strong></td>
<td>Meets all relevant performance standards. Seldom exceeds or falls short of desired results. Lacks appropriate level of skills or is inexperienced/still learning the scope of the job.</td>
</tr>
<tr>
<td><strong>2. Below Expectations</strong></td>
<td>Sometimes meets the performance standards. Seldom exceeds and often falls short of desired results. Performance has declined significantly, or employee has not sustained adequate improvement, as required, since the last performance review or Performance Improvement Plan.</td>
</tr>
<tr>
<td><strong>1. Unacceptable Performance</strong></td>
<td>Consistently falls short of performance standards.</td>
</tr>
</tbody>
</table>

#### Jurisdiction:

#### Overall Performance Score:

#### Board Member Signature:

#### Date:
## Monterey-Salinas Transit District
### General Counsel
#### Performance Evaluation
**Evaluation Period:** *July 1, 2019 to June 30, 2019*

<table>
<thead>
<tr>
<th>Evaluation Question</th>
<th>Score</th>
<th>Comment</th>
<th>Suggestion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Please rate your overall confidence and satisfaction in legal services provided to the District by General Counsel.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Please rate your overall level satisfaction with the ability of General Counsel to understand and carry out Board direction and policy.</td>
<td></td>
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</tr>
<tr>
<td>3. Please rate your overall satisfaction with the availability of General Counsel.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Please rate your overall satisfaction with the effectiveness of written and verbal communication from General Counsel.</td>
<td></td>
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<tr>
<td>5. Please rate your overall satisfaction with General Counsel’s legal knowledge and skills.</td>
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<tr>
<td>6. Please rate your overall satisfaction with effectiveness of General Counsel’s problem solving skills.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7. Please rate your satisfaction with the overall ethics and professionalism displayed by General Counsel.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Please rate your satisfaction with how well legal services are budgeted are managed.</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

### Total

<table>
<thead>
<tr>
<th>Divided by</th>
<th>8</th>
</tr>
</thead>
</table>

### Total Average Score
To: Board of Directors

From: K. Halcon, Director of Human Resources/Risk Management

Subject: Excess Workers’ Compensation Insurance

RECOMMENDATION:

Inform the MST Board of Directors of the renewal and procurement of Excess Workers’ Compensation insurance.

FISCAL IMPACT:

Not to exceed $119,000.00 for one year of coverage. The cost of the insurance renewal has been budgeted in the FY2020 budget.

POLICY IMPLICATIONS:

MST is a member of CalTIP Transit Insurance Pool. CalTIP has a contract with Driver Alliant to act as the broker agent to procure liability insurance for the Member Transit Agencies.

DISCUSSION:

The California Transit Indemnity Pool (CalTIP) is a result of the cooperative efforts of public transit operators acting collectively to meet their insurance needs. In the mid-1980’s, public transit operators faced an insurance crisis of increasing premiums, decreasing coverages and increasing deductibles. In 1986, California’s public transit operators banded together and formed a joint powers authority for the purpose of insurance policies for MST: General Liability Insurance, Physical Liability Insurance, Property and Pollution Insurance and Excess Workers’ Compensation Insurance. CalTIP contracts with Driver Alliant to act as the broker agent to negotiate and broker insurance coverages and rates for the member Transit Agencies.

Unfortunately, the insurance market in general over the past five years has hardened and the premiums have been increasing. These increases have been due to the implications of the Affordable Care Act, the cost of future medical for Workers’ Compensation claims and insurance carriers pulling out of the California market. MST has been aggressive in administering and managing our industrial claims keeping claim costs low. Below is a chart demonstrating the fluctuating costs of excess workers’ compensation premiums for MST:
Below is an itemized breakdown of the total invoice cost.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit Premium</td>
<td>$98,593.00</td>
</tr>
<tr>
<td>EIA Administrative Fee</td>
<td>$9,305.00</td>
</tr>
<tr>
<td>Placement Broker Fee</td>
<td>$619.00</td>
</tr>
<tr>
<td>Public Entity Broker Fee</td>
<td>$10,166.00</td>
</tr>
<tr>
<td>Total</td>
<td>$118,683.00</td>
</tr>
</tbody>
</table>

MST staff is informing the Board of the premium cost and administrative fees and recognize it as an ongoing cost of providing service to the public.
To: Board of Directors
From: Lisa Rheinheimer, Director of Planning and Marketing
Subject: Receive Presentation on Microtransit Rollout

RECOMMENDATION:

Receive a presentation on the rollout of a microtransit pilot program for all MST OnCall services in Marina, Gonzales, Soledad, Greenfield, and King City.

FISCAL IMPACT:

Earlier this year, MST entered into a contract with TransLoc for a 6-month pilot microtransit program. The contract amount is $24,500 with an additional amount of $4,200 for vehicle-mounted iPads and brackets.

POLICY IMPLICATIONS:

Your Board authorizes expenditures in excess of $100,000. This contract was within the signing authority of the General Manager/CEO. Additionally, this pilot is identified in the Board’s Strategic Plan – Action Plan and adopted in the FY 2020 Budget.

DISCUSSION:

One of the recommendations of the Salinas Valley Express Transit Corridor Planning Study is to pilot microtransit technology on the OnCall service in the South County cities. The technology will make it easier for our customers to order MST OnCall service from a mobile device and will also provide a set of tools to our service contractor to better manage and track the services being requested in real time. The information gathered in this pilot will help the MST planning department better understand the travel needs of riders using OnCall services.

This microtransit pilot will add a layer of technology to the existing OnCall services in the 5 cities identified above. It involves the following:

◆ Initial set-up – Onboarding of this technology involves minimal set-up for MST. MST will purchase 7 iPads and mounting brackets for each OnCall vehicle. The iPads will tell the driver where and when to pick-up and drop-off passengers.
Operations – Dispatching of vehicles for rides is accomplished with the TransLoc technology rather than with pen, paper, and “sticky notes.” Staff will monitor the system and take some calls, but the efficiency comes from the technology.

Passengers – Riders are able to request rides through the TransLoc app or by phone. On the app, riders receive notifications when their vehicle is near. They can also cancel a ride if needed.

A soft launch of the microtransit pilot is scheduled in early August with the purpose of getting dispatchers fully trained, practiced, and proficient on the new platform. A full public launch is scheduled for early September in all five (5) cities and will include targeted marketing materials in English and Spanish.

Staff will return to the Board and report on its performance toward the end of the 6-month pilot period.
To: Board of Directors

From: Mark Eccles – Director of Information Technology

Subject: Trapeze Software Group TransitMaster System Maintenance Agreement

RECOMMENDATIONS:

Approve a five-year agreement with Trapeze Software Group for TransitMaster system maintenance, not to exceed $600,000.

FISCAL IMPACT:

$111,354 to cover the period from May 2019 until June 2020 with an additional 4 years, not to exceed a total of $600,000 until June 2024. The amount for the current term is available in the approved FY 2020 budget. Future years expenses will be included in annual budget process.

POLICY IMPLICATIONS:

Your Board approves transactions greater than $100,000.

DISCUSSION:

In October 2002, MST implemented the Siemens (now Trapeze) TransitMaster system integrating computer aided dispatching, automatic vehicle location (AVL), geographic positioning systems with voice and data communications. The system is used to keep track of our fleet of buses and support vehicles and controls critical communications between the MST communications center and our employees deployed throughout our service area. Additionally, the real-time data from the system is used to ascertain on-time performance for specific routes and actual ridership at any bus stop we serve, and allows passengers the ability to receive actual bus location information through online applications or via the telephone. To date the data has been instrumental in providing information that is used to serve our communities more efficiently, resulting in MST carrying greater numbers of passengers with fewer hours of service, and greater on-time performance.

The previous five-year maintenance agreement expired 5/10/2019, and staff has been negotiating better financial terms for MST of ongoing maintenance for the system since January 2019. Staff has also had Trapeze adjust the timeline of the maintenance agreement to align with the MST Fiscal Year (Jul-Jun). Staff has communicated with other transit agencies and has determined that the rate quoted to MST is below the rate...
of other agencies. Also, MST has the right to terminate the contract, if needed, with 90-day notice.

Due to the complex and proprietary nature of the system software, MST does not have the ability to retain the services of another vendor for this service, nor does it have the internal resources to configure the software. Within the maintenance agreement, MST will be receiving two full system upgrades that enhance functionality of the AVL system at no additional cost.

Annual cost quoted by Trapeze for maintenance is as follows:

May 10, 2019 – June 30, 2020 $111,354
July 1, 2020 – June 30, 2021 $115,198
July 1, 2021 – June 30, 2022 $119,268
July 1, 2022 – June 30, 2023 $123,451
July 1, 2023 – June 30, 2024 $127,746

Total $597,017

Approval of this item will allow staff to contract with Trapeze Software Group for maintenance of the Trapeze TransitMaster system at a discounted rate for the next five years.
To: Board of Directors
From: Lisa Rheinheimer, Director of Planning and Marketing
Subject: Update on MST partnerships with higher education

RECOMMENDATION:

a. Receive a status report on new and expanded partnerships with Monterey Peninsula College and Hartnell College
b. Accept a total of $588,190 from CSUMB for transit services for the 2019-2020 academic year.

FISCAL IMPACT:

A total of $588,190 in revenue for the ninth year of the CSUMB partnership. The partnership with MPC will result in $50,000 in revenue for the academic year, and the partnership with Hartnell is being funded through Hartnell College and a State of California Low Carbon Transit Operations (LCTOP) grant in the amount of $100,000. This State grant is being matched by Hartnell in an amount equal to that which they paid in fiscal year 2019, currently estimated to be approximately $30,000.

POLICY IMPLICATIONS:

Your Board authorizes expenditures in excess of $100,000.

DISCUSSION:

One of the goals of the newly approved Marketing and Communication Plan is to increase the number of partners to MST to help increase ridership. With this in mind, staff was happy to receive a request from Monterey Peninsula College to explore a more formal partnership. Monterey Peninsula College currently purchases passes from MST at the Group Discount Rate, yet very few MPC students take advantage of the reduced price.

In this new partnership, MST would implement a half-fare cost for MPC students by allowing all students with an MPC issued ID to ride free at the Monterey and Marina campuses. This partnership is modeled after the existing Hartnell partnership where students ride for half-price.

At its March meeting, the Board authorized MST to begin free fares for all Hartnell students riding anywhere on MST lines beginning in August when the school
year begins. As a condition of this one-year demonstration project, Hartnell must commit to maintaining their level of funding from FY 2019 to partially support this universal free fare benefit for students. MST will utilize LCTOP state grant funds to cover the difference between Hartnell’s typical free fare zone payment (approximately $30,000) and the actual cost of the universal free fare program.

Over the last 3 months, staff has been working with counterparts at CSUMB in order to plan the university sponsored bus routes for the 2019-2020 academic year. With those discussions completed, services are planned to coordinate with when students move in prior to the beginning of classes on August 26. CSUMB has requested a reduction of service compared to the previous academic year. This reduction of service follows on the heels of a fairly stable level of service for several years. The contract amount is a 1.9% increase from last year’s funding level of $577,139. Since MST rates for contract services, fuel, indirect costs, and ADA RIDES have increased more than 1.9%, minor service reductions were necessary.

These services represent a substantial financial appropriation from the University and demonstrate CSUMB’s commitment to alternative transportation. This also provides an opportunity for MST to increase ridership on the lines serving the university as well as system-wide. MST’s non-CSUMB customers will also benefit by having transit options in the Seaside/Marina/Salinas area as all CSUMB funded services are open and available to all members of the public.

Bus lines funded by CSUMB include the following:

- Line 19 Del Monte Center-CSUMB – Reduced Friday service, now starts after 6:00 p.m. for 2019/20
- Line 25 CSUMB-Salinas – Reduced weekend service for 2019/20
- Line 26 CSUMB-East Campus Express – No changes

In addition, this contract is the mechanism through which service on MST’s Line 25 CSUMB-Salinas is funded as well as a proportional cost of paratransit services on the MST RIDES program. In exchange for this funding support, all CSUMB students, faculty and staff are able to board MST fixed-route, OnCall, and RIDES buses system-wide for free when presenting a valid CSUMB ID card.

PREPARED BY: ____________________ REVIEWED BY: ____________________
Lisa Rheinheimer Carl G. Sedoryk
To: Board of Directors
From: Hunter Harvath, Assistant General Manager
Subject: Authorize the lease renewal of office space in downtown Monterey

RECOMMENDATIONS:

Authorize MST to execute a five-year lease for office space in downtown Monterey at 201 Pearl Street, opposite the Monterey Transit Plaza (Simoneau Plaza).

FISCAL IMPACT:

An average cost of $49,953 per year, with a total cost of $249,768 over the five-year lease period. Funding was specifically set aside for this lease in the FY2020 Operating Budget.

POLICY IMPLICATIONS:

Your Board approves expenditures exceeding $100,000.

DISCUSSION:

MST is requesting a lease renewal for our 201 Pearl Street “Bus Stop Shop” location located at the corner of Tyler Street, directly across the street from the Transit Plaza, MST’s busiest transit hub. This office space has been used by MST for both general customer service and special mobility services for seniors, veterans and persons with disabilities since June 2015. This location has approximately 2,200 feet of office space and is an ideal location for MST’s downtown Customer Service center. The location provides customers with convenient and easy access for transit information and ticket/pass sales.

In addition, the location also has a dedicated restroom and break area that can be used by more than 80 coach operators and supervisory staff during the approximately 20 hours of daily transit service operating through the Monterey Transit Plaza. The availability of adequate restroom facilities and shelter during inclement weather at MST’s transit centers has been an ongoing morale issue with our coach operators; this location will address this concern in downtown Monterey. The office will also be utilized as a field office for MST Operations Supervisors, other MST staff, and will also serve as a conference/training room.
Prices for several rental properties in the immediate area range from $1.75 to $2.50 per square foot, with an average rate of $2.08 per square foot. The cost for this location is an average of $1.89 per square foot over the five year lease period; with an average annual cost of $49,953 over the life of the lease.

Approval of this item will allow staff to enter into a five year contract for the lease of office space at 201 Pearl Street.

PREPARED BY: ____________________   REVIEWED BY: ___________________

Hunter Harvath                         Carl G. Sedoryk
To: Board of Directors

From: C. Sedoryk, General Manager/CEO

Subject: Monthly Report – May 2019

Attached is a summary of monthly performance statistics for the Transportation, Maintenance, and Administration departments for May 2019. A slight increase in passenger boardings over last year for the month continues a three month trend in increased passenger boardings.

Attachment #1 – Dashboard Performance Statistics May 2019
Attachment #2 – Operations Dept. Report – May 2019
Attachment #3 – Facilities & Maintenance Dept. Report May 2019
Attachment #4 – Administration Dept. Report – May 2019

A complete detail of Monthly Performance Statistics can be viewed within the GM Report at http://www.mst.org/about-mst/board-of-directors/board-meetings/

PREPARED BY: Carl G. Sedoryk
MST Fixed Route
YTD Dashboard Performance Comparative Statistics
July - May
Fiscal Years 2017-2019

Fare Box Recovery Ratio

- FY 2017: 27%
- FY 2018: 27%
- FY 2019: 20%

(Ratio of passenger fares to total operating cost)

Goal = 25%
Minimum = 15%

Cost Per Revenue Hour

- FY 2017: $131.03
- FY 2018: $138.29
- FY 2019: $142.82

(Total operating cost per hour of service)

Goal = $147.03 per RH
Maximum = $161.73 per RH

Miles Between Preventable Collisions

- FY 2017: 283,041 miles
- FY 2018: 358,334 miles
- FY 2019: 256,673 miles

(Total miles travelled between preventable collisions)

Goal = 200,000 Miles
Minimum = 100,000 Miles

Miles Between Road Calls

- FY 2017: 21,958
- FY 2018: 25,065
- FY 2019: 35,161

(Miles travelled between mechanical failure)

Goal = 15,000 Miles
Minimum = 7,000 Miles
MST RIDES

YTD Dashboard Performance Comparative Statistics
July - May
Fiscal Years 2017-2019

Ridership

- Goal = 133,972 passengers
- Maximum = 147,369 passengers

Passengers Per Hour

- Goal = 2.0 passengers p/h
- Minimum = 1.8 passengers p/h

On Time Performance

- Goal = 90% on time
- Minimum = 80% on time

One Way Trips

- Maximum = 122,067 one-way trips
- Goal = 110,970 one-way trips

(Total cumulative YTD passenger boardings)

(Passengers per hour of service)

(Percent of trips within 15 minutes of scheduled arrival)

(Total cumulative YTD one-way passenger trips completed)
MST RIDES
YTD Dashboard Performance Comparative Statistics
July - May
Fiscal Years 2017-2019

**Fare Box Recovery Ratio**

<table>
<thead>
<tr>
<th>Year</th>
<th>Measure Q</th>
<th>Fare Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2017</td>
<td>11.9%</td>
<td>4.5%</td>
</tr>
<tr>
<td>FY 2018</td>
<td>4.4%</td>
<td>4.5%</td>
</tr>
<tr>
<td>FY 2019</td>
<td>5.5%</td>
<td>4.5%</td>
</tr>
</tbody>
</table>

(Ratio of passenger fares to total operating cost)

- **Goal = 11%**
- **Minimum = 10%**

**Cost Per Revenue Hour**

<table>
<thead>
<tr>
<th>Year</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost</td>
<td>$57.45</td>
<td>$49.28</td>
<td>$74.27</td>
</tr>
</tbody>
</table>

(Total operating cost per hour of service)

- **Goal = $82.14 per RH**
- **Maximum = $90.35 per RH**

**Miles Between Preventable Collisions**

<table>
<thead>
<tr>
<th>Year</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miles</td>
<td>86,321</td>
<td>105,715</td>
<td>102,312</td>
</tr>
</tbody>
</table>

(Total miles travelled between preventable collisions)

- **Goal = 110,000 Miles**
- **Minimum = 100,000 Miles**

**Miles Between Road Calls**

<table>
<thead>
<tr>
<th>Year</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miles</td>
<td>62,889</td>
<td>71,821</td>
<td>63,733</td>
</tr>
</tbody>
</table>

(Miles travelled between mechanical failure)

- **Goal = 60,000 Miles**
- **Minimum = 30,000 Miles**
MST Fixed Route
Financial Performance Comparative Statistics
July - May
Fiscal Years 2017-2019

MST Fixed Route Total Revenue
YTD Actual and Budget

- YTD Actual: $38,459,655
- Minimum 95%
- YTD Budget: $40,386,027

MST Fixed Route Total Expenses
YTD Actual and Budget

- YTD Actual: $37,758,630
- Maximum 105%
- YTD Budget: $40,386,027
MST RIDES
Financial Performance Comparative Statistics
July - May
Fiscal Years 2017-2019

MST RIDES Total Revenue
YTD Actual and Budget

- YTD Actual: $5,046,390
- YTD Budget: $5,044,754
- Minimum 95%

MST RIDES Total Expenses
YTD Actual and Budget

- YTD Actual: $5,664,362
- YTD Budget: $5,044,754
- Maximum 105%
June 25, 2019

To: Carl Sedoryk, General Manager / C.E.O.
From: Robert Weber, Chief Operating Officer
cc: MST Board of Directors
Subject: Transportation Department Monthly Report – May 2019

FIXED ROUTE BUS OPERATIONS:

System-Wide Service: (Fixed Route & On-Call Services):

Preliminary boarding statistics indicate that the ridership was 362,326 in May 2019, which represented a slight increase of 0.36% as compared to May 2018 (361,009). Fiscal Year to date, passenger boardings have decreased by 4.39%.

Productivity remained unchanged from 14.6 passengers per hour in May 2018 to 14.6 passengers per hour in May of this year.

Supplemental / Special Services:

May 18th: In support of the Monterey Bay Aquarium’s “Free to Learn” program, MST provided complimentary transportation to program participants from the City of Salinas to the Aquarium. The service transported 170 passengers during this event.

System-Wide Statistics:

- Ridership: 362,326
- Vehicle Revenue Hours: 24,722
- Vehicle Revenue Miles: 402,415
- System Productivity: 14.6 Passengers Per Vehicle Revenue Hour
- One-Way Trips Provided: 33,812

Time Point Adherence: Of 144,151 total time-point crossings sampled for the month of May, the Transit Master™ system recorded 20,780 delayed arrivals to MST’s published time-points system-wide. This denotes that 85.58% of all scheduled arrivals at published time-points were on time. (See MST Fixed-Route Bus ~ On Time Compliance Chart FY 2018 - 2019.)
Note: Service arriving later than 5 minutes beyond the published time point is considered late. The on-time compliance chart, (attached), reflects system-wide “on-time performance” as a percentage to the total number of reported time-point crossings.

Canceled Trips: As listed below, there were a total of twenty two (22) canceled trips for the month of May for both directly operated and contracted services:

<table>
<thead>
<tr>
<th>Category</th>
<th>MST</th>
<th>MV</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanical</td>
<td>3</td>
<td>0</td>
<td>14%</td>
</tr>
<tr>
<td>Other</td>
<td>3</td>
<td>0</td>
<td>14%</td>
</tr>
<tr>
<td>Staffing Shortage</td>
<td>15</td>
<td>0</td>
<td>68%</td>
</tr>
<tr>
<td>Traffic</td>
<td>1</td>
<td>0</td>
<td>5%</td>
</tr>
<tr>
<td>Totals</td>
<td>22</td>
<td>0</td>
<td>100%</td>
</tr>
</tbody>
</table>

*Insufficient information provided – under review*

Documented Occurrences: MST Coach Operators are required to complete an occurrence report for any unusual incident that occurs during their workday. The information provided within these reports is used to identify trends, which often drive changes in policy or standard operating procedures. The following is a comparative summary of reported incidents for the month(s) of May 2018 and 2019:

<table>
<thead>
<tr>
<th>Occurrence Type</th>
<th>May-18</th>
<th>May-19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collision: MST Involved</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Employee Injury</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Medical Emergency</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Object Hits Coach</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>Passenger Conflict</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>Passenger Fall</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Passenger Injury</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Other</td>
<td>4</td>
<td>0</td>
</tr>
<tr>
<td>Near Miss</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Fuel / fluid Spill</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Unreported Damage</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>Totals</td>
<td>29</td>
<td>27</td>
</tr>
</tbody>
</table>

CONTRACTED TRANSPORTATION SERVICES:

MST RIDES ADA / ST Paratransit Program:

Preliminary boarding statistics for the MST RIDES program reflect that for the month of May there were 13,634 passenger boardings. This denotes a 0.16% increase in passenger boardings from May of 2018, (13,612). For the Fiscal year to date – passenger boardings have increased by 9.86% over FY 2018.
- Productivity for May 2019 was 1.83 passengers per hour, increasing from 1.79 passengers per hour in May 2018.

- For the month of May, 91.00% of all scheduled trips for the MST RIDES program arrived on time, increasing from May 2018, and (89.28%).

COMMUNICATIONS CENTER:

In May, MST’s Communications Center summoned public safety agencies on ten (10) separate occasions to MST’s transit vehicles and facilities:

<table>
<thead>
<tr>
<th>Agency Type</th>
<th>Incident Type</th>
<th>Number Of Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>Passenger Disturbance / Other</td>
<td>5</td>
</tr>
<tr>
<td>EMS</td>
<td>Passenger Medical Emergency / Injury</td>
<td>4</td>
</tr>
<tr>
<td>Fire Department</td>
<td>Passenger Assistance</td>
<td>1</td>
</tr>
</tbody>
</table>

Robert Weber
June 24, 2019

To: Carl Sedoryk, General Manager/CEO
From: Robert Weber, Chief Operating Officer
Subject: Monthly Maintenance Operations Report: May 2019

This report summarizes the performance and major activities of the Maintenance Department as well as fuel and operating expenses during the month.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Diesel: $3.10</td>
<td>$3.01</td>
<td>$2.67</td>
</tr>
<tr>
<td>Gasoline: $3.20</td>
<td>$3.44</td>
<td>$2.91</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Year:</th>
<th>Revenue Fleet: Operating Cost Per Mile:</th>
<th>Revenue Fleet: Miles Between Major Mechanical Road Calls:¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>May: 2018</td>
<td>$0.95</td>
<td>25,020</td>
</tr>
<tr>
<td>YTD: FY 2019</td>
<td>$0.93</td>
<td>29,713</td>
</tr>
<tr>
<td>FY 2018</td>
<td>$0.92</td>
<td>21,943</td>
</tr>
<tr>
<td>FY 2017</td>
<td>$0.89</td>
<td>18,733</td>
</tr>
</tbody>
</table>

¹ Minimum: 7,000 Miles; Goal: 15,000 Miles

Department Activities/Comments:

The MST revenue fleet traveled 25,020 miles between major mechanical road calls during the month of May. The total number of road-call incidents was nineteen, of which fourteen were for major mechanical failures and five were for other mechanical issues. The highest number of major mechanical road calls (64%) were attributed to engine system failures. Fiscal year to date, the miles traveled between major mechanical road calls increased by 30.74% over the same period last year.

During the month of May, MST released seven of the fourteen new MST RIDES Cut-A-Ways into revenue service. As one of the new vehicles had already been commissioned for service in April, the remaining six vehicles are in production and are scheduled to be released for service in June.

In May, MST and successfully passed the annual CHP BIT inspections.
In May, MST’s Deputy Chief Operating Officer attended the California Transit Association (CTA) Zero Emission Bus (ZEB) Task Force kick-off meeting in Sacramento. The Task Force consists of 25 transit affiliated individuals who are tasked with providing recommendations to the CTA for the implementation of Innovative Clean Transit policy(s), ZEB funding requirements, electricity rate restructuring, and workforce development.

In May, MST’s Deputy Chief Operating Officer attended the Southern California Regional Transit Training Consortium (SCRTTC) annual workshop and Board Meeting at the Los Angeles Trade Technical College. Topics under discussion included:

- Current View and Future State of the Consortium
- Overview of Training
- Needs Assessment and Gap Analysis
- In-depth Interviews with OEMs, Transit Agencies, and Technicians
- Leadership, Governance, and Structure

Additionally, SCRTTC Board members discussed the intent of restructuring the Consortium to include all of California.

Recruitment efforts continued in May for three Mechanics and two Utility Service Personnel to fill vacant positions within the department.
Date: June 25, 2019

To: C. Sedoryk, General Manager/CEO

From: Hunter Harvath, Assistant General Manager; Andrea Williams, General Accounting & Budget Manager; Mark Eccles, Director of Information Technology; Kelly Halcon, Director of Human Resources/Risk Management; Lisa Rheinheimer, Director of Planning and Marketing; Sonia Wills, Customer Service Supervisor.

Subject: Administration Department Monthly Report – May 2019

The following significant events occurred in Administration work groups for the month of May 2019:

**Human Resources**

A total employment level for May 2019 is summarized as follows:

<table>
<thead>
<tr>
<th>Positions</th>
<th>Budget FY19</th>
<th>Actual</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coach Operators F/T</td>
<td>150</td>
<td>134</td>
<td>-16</td>
</tr>
<tr>
<td>Coach Operators Limited Duty</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CO Occupational Injuries</td>
<td>1</td>
<td>0</td>
<td>-1</td>
</tr>
<tr>
<td>Operations Staff</td>
<td>37</td>
<td>30</td>
<td>-7</td>
</tr>
<tr>
<td>Maintenance &amp; Facilities</td>
<td>52</td>
<td>53</td>
<td>1</td>
</tr>
<tr>
<td>Administrative (Interns 1 PT)</td>
<td>30</td>
<td>29</td>
<td>-1</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>270</strong></td>
<td><strong>246</strong></td>
<td><strong>-24</strong></td>
</tr>
</tbody>
</table>

*Total budget numbers do not include the C/O on Long Term Leave as those numbers are already reflected in the Coach Operators/Trainees number.

**May Worker’s Compensation Costs**

<table>
<thead>
<tr>
<th>May Worker’s Compensation Costs</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Indemnity (paid to employees)</td>
<td>$30,634.84</td>
</tr>
<tr>
<td>Other (includes Legal)</td>
<td>$19,532.86</td>
</tr>
<tr>
<td>Medical includes Case Mgmt, UR, Rx &amp; PT</td>
<td>$59,770.88</td>
</tr>
<tr>
<td>TPA Administration Fee</td>
<td>$5,708.33</td>
</tr>
<tr>
<td>Excess Insurance</td>
<td>$8,765.17</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td><strong>$124,412.08</strong>*</td>
</tr>
<tr>
<td>Reserves</td>
<td><strong>$420,092.42</strong></td>
</tr>
<tr>
<td>Excess Reserved</td>
<td><strong>($27,843.01)</strong></td>
</tr>
<tr>
<td># Ending Open Claims</td>
<td>31</td>
</tr>
</tbody>
</table>

*The monthly total expenses are high this month due to a settlement payment for a workers’ compensation claim.*
Training

<table>
<thead>
<tr>
<th>Description</th>
<th>Attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Coach Operator Verification of Transit Training</td>
<td>12</td>
</tr>
<tr>
<td>Post Accident/Incident Re-training</td>
<td>4</td>
</tr>
<tr>
<td>Return to Work Re-training</td>
<td>0</td>
</tr>
<tr>
<td>Harassment Prevention Training for Transit Employees</td>
<td>12</td>
</tr>
<tr>
<td>Maintenance Safety Training: Shoulders, accident causes, hand truck safety</td>
<td>18</td>
</tr>
<tr>
<td>In-Service Training: Accident Investigation Training</td>
<td>1</td>
</tr>
<tr>
<td>TSI: Transit Bus System Safety</td>
<td>1</td>
</tr>
<tr>
<td>In-Service Training: Hearing Officer Training</td>
<td>3</td>
</tr>
<tr>
<td>Maintenance Safety Training: Constant tension clamps and coolant hose inspection</td>
<td>11</td>
</tr>
<tr>
<td>New Hire training on EEO Policy and Complaint Procedures</td>
<td>1</td>
</tr>
<tr>
<td>Alliance Career Training Solutions: Excel 2</td>
<td>1</td>
</tr>
<tr>
<td>Alliance Career Training Solutions: Power Point Level 1</td>
<td>1</td>
</tr>
<tr>
<td>Alliance Career Training Solutions: Advanced Business Writing for Professionals</td>
<td>1</td>
</tr>
</tbody>
</table>

Risk Management

<table>
<thead>
<tr>
<th>Description</th>
<th>May 2019 Preventable</th>
<th>May 2018 Preventable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>POV Vehicle hits MST Vehicle</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>MST Preventable Accidents</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>0</td>
<td>4</td>
</tr>
</tbody>
</table>
Accident Statistics

Number of Accidents

<table>
<thead>
<tr>
<th>Month</th>
<th>Non-Preventable</th>
<th>Preventable</th>
</tr>
</thead>
<tbody>
<tr>
<td>May-18</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Jun-18</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>Jul-18</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>Aug-18</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Sep-18</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Oct-18</td>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>Nov-18</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>Dec-18</td>
<td>7</td>
<td>6</td>
</tr>
<tr>
<td>Jan-19</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Feb-19</td>
<td>9</td>
<td>8</td>
</tr>
<tr>
<td>Mar-19</td>
<td>10</td>
<td>9</td>
</tr>
<tr>
<td>Apr-19</td>
<td>11</td>
<td>10</td>
</tr>
<tr>
<td>May-19</td>
<td>12</td>
<td>11</td>
</tr>
</tbody>
</table>

Standard = Not more than 1 preventable collision per 100k miles

Monthly Miles Between Preventable Collisions (MBPC) with 12 Month Rolling Average

Miles Between Prev. Collisions
MBPC: 12 Month Average
### Customer Service

<table>
<thead>
<tr>
<th>Service Report Type</th>
<th>MST</th>
<th>Other Provider*</th>
<th># of valid reports</th>
<th>% of reports received**</th>
<th>May 2018</th>
<th>% of reports received**</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADA Compliance</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1.3%</td>
<td>1</td>
<td>1.6%</td>
</tr>
<tr>
<td>Agency Policy</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Bus Stop Amenities</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1.3%</td>
<td>1</td>
<td>1.6%</td>
</tr>
<tr>
<td>Carried By</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1.3%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Discriminatory behavior by employee</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>1</td>
<td>1.6%</td>
</tr>
<tr>
<td>Early Departure</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>2</td>
<td>3.2%</td>
</tr>
<tr>
<td>Employee Other</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1.3%</td>
<td>3</td>
<td>4.8%</td>
</tr>
<tr>
<td>Facilities Vandalism</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Fare / Transfer Dispute</td>
<td>2</td>
<td>1</td>
<td>1</td>
<td>3.9%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Full Bus / Left Behind</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
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</tr>
<tr>
<td>Harassment by Employee</td>
<td>0</td>
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<td>0</td>
<td>0.0%</td>
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<td>0.0%</td>
</tr>
<tr>
<td>Improper Driving</td>
<td>18</td>
<td>5</td>
<td>8/3*</td>
<td>30.3%</td>
<td>8</td>
<td>12.9%</td>
</tr>
<tr>
<td>Improper Employee</td>
<td>11</td>
<td>3</td>
<td>3/3*</td>
<td>18.4%</td>
<td>4</td>
<td>6.5%</td>
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<tr>
<td>Inaccurate Public Information</td>
<td>1</td>
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<td>1</td>
<td>1.3%</td>
<td>1</td>
<td>1.6%</td>
</tr>
<tr>
<td>Late Arrival</td>
<td>1</td>
<td>2</td>
<td>1/2*</td>
<td>3.9%</td>
<td>8</td>
<td>12.9%</td>
</tr>
<tr>
<td>Late Departure</td>
<td>0</td>
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<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>No Show</td>
<td>5</td>
<td>2</td>
<td>4/2*</td>
<td>9.2%</td>
<td>4</td>
<td>6.5%</td>
</tr>
<tr>
<td>Off Route</td>
<td>1</td>
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<td>1</td>
<td>1.3%</td>
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</tr>
<tr>
<td>Overflowing</td>
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</tr>
<tr>
<td>Passed By</td>
<td>4</td>
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<td>4</td>
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</tr>
<tr>
<td>Passenger Conduct</td>
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<td>0</td>
<td>0.0%</td>
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</tr>
<tr>
<td>Passenger Injury</td>
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<td>0</td>
<td>0.0%</td>
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<td>0.0%</td>
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<tr>
<td>Reasonable Modification</td>
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<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Request To Add Service</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>2.6%</td>
<td>1</td>
<td>1.6%</td>
</tr>
<tr>
<td>Request To Reduce</td>
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<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Service</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
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<tr>
<td>Routing</td>
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<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>1</td>
<td>1.6%</td>
</tr>
<tr>
<td>Service Animal</td>
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<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Service Other</td>
<td>9</td>
<td>4</td>
<td>2/3*</td>
<td>17.1%</td>
<td>17</td>
<td>27.4%</td>
</tr>
<tr>
<td>Service Schedule</td>
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<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>3</td>
<td>4.8%</td>
</tr>
<tr>
<td>Taxi</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Title VI Complaint</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Unsafe Conditions</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>1.3%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
</tr>
<tr>
<td>Subtotal reports</td>
<td>58</td>
<td>18</td>
<td></td>
<td>100.0%</td>
<td>62</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

*Subtotal reports for MST and *Other Provider include all reported issues except those marked with an asterisk (*) which are only reported by the *Other Provider.*
Customer Service Call Center Report:
During the month of May 2019, MST received a total of 4,234 calls which lasted a total of 90 hours and 29 minutes. The average call duration was one minute and seventeen seconds (1:17). MST received the most number of calls on Friday, May 31, at 192. Of the total number of calls, 1,108 (26%) were routed to RealTime bus arrival information. Call volume was heaviest during the weekdays and lightest during the weekends, although average call duration spikes on the weekends due to the fact that there are no customer service representatives on duty. Rather, customers are attempting to get information from MST’s pre-recorded automated system, which appears to take more time.
Finance

General Accounting/Accounts Payable
During the month of May, staff processed timely and accurate payments to vendors, recorded appropriate revenues, and prepared monthly financial reports and analysis. Throughout the month, staff gathered the information necessary to complete the FY20 Budget compilation for adoption by the MST Board at its June meeting.

Payroll
Routine changes and adjustments to payroll records were maintained along with filing of all federal, state, and retirement reports and payments on a timely basis. Payroll continued to provide hours and earnings reports upon request to MST departments.

Grants
Staff continued work on the FY20 capital budget. Semi-annual reports were submitted on time for the Low Carbon Transit Operations Program. Documents were compiled and sent to Caltrans for the BRT Phase II allocation by the California Transportation Commission in order to meet the June agenda packet deadline. Staff participated in webinars for upcoming grant proposal submittals through the Department of Transportation.

Purchasing
During the month of May, staff worked on a number of procurement and inventory management objectives. Parts staff worked diligently placing orders and managing inventory levels at TDA and CJW locations. The inventory value for the month of May was $191,251 which represents a modest increase of 1% over the month of April where inventory value was at $188,746. The increase was due to a slightly higher inventory level of fast moving items. Staff continues to define and evaluate the best level of inventory to support Maintenance needs. Staff also worked on several large procurements such as South County Operations and Maintenance Facility project, tire lease services, and renewals of contracts and MOU’s.

Information Technology Update

Staff assisted with the installation and configuration of equipment on the new vehicles, and removal of reusable hardware from decommissioned vehicles.

Staff worked with Operations and Maintenance Department personnel in monitoring and, when necessary, with the configuration of the Intelligent Transportation Systems (ITS) equipment installed on the vehicles and Communication Centers. These include the hardware and software for the Trapeze Automatic Vehicle Location (AVL) systems on the fixed-route and Paratransit fleets. Staff installed electronic Real-Time signs at various bus stops that display Real-Time bus arrival information for passengers. Staff monitored the fixed-route Real-Time bus arrival/Departure system.

Staff monitored and configured the Trapeze Enterprise Asset Management (EAM) vehicle maintenance system. Staff continued to support the users of the Serenic Navision accounting/payroll system. Staff monitored the functionality of the customer.
service database. Staff retrieved the Real-Time data text and IVR data for the Customer Service Supervisor's monthly report. Staff ensured that the WiFi systems installed on 15 buses used on the commuter routes were working as designed.

Staff worked with Giro and MST staff in the ongoing implementation of the latest modules in the Hastus system. Staff installed and configured the updated radio network controller hardware at the Williams Hill radio tower site.

Staff configured the AT&T-managed Voice-Over-Internet Protocol (VOIP) telephone system. Staff continued to support other MST staff members as needed, proactively ensuring that all were supported fully with their IT requirements. Staff continued working on specifications and cost for hardware and software upgrade requirements needed for FY 2020.

Marketing Update

MST RealTime Usage:

<table>
<thead>
<tr>
<th></th>
<th>Text</th>
<th>RealTime Phone</th>
<th>CSR Phone</th>
<th>App Sessions</th>
<th>App Users</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2018</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>May</td>
<td>7,551</td>
<td>886</td>
<td>4,146</td>
<td>121,831</td>
<td>4,638</td>
</tr>
<tr>
<td>June</td>
<td>7,054</td>
<td>951</td>
<td>4,421</td>
<td>117,730</td>
<td>5,332</td>
</tr>
<tr>
<td>July</td>
<td>7,838</td>
<td>1,197</td>
<td>5,204</td>
<td>124,495</td>
<td>5,359</td>
</tr>
<tr>
<td>August</td>
<td>10,196</td>
<td>1,195</td>
<td>5,210</td>
<td>161,709</td>
<td>7,164</td>
</tr>
<tr>
<td>September</td>
<td>10,159</td>
<td>956</td>
<td>4,423</td>
<td>182,161</td>
<td>7,488</td>
</tr>
<tr>
<td>October</td>
<td>9,856</td>
<td>1,037****</td>
<td>4,509</td>
<td>202,154</td>
<td>7,927</td>
</tr>
<tr>
<td>November</td>
<td>8,713</td>
<td>1,334</td>
<td>4,456</td>
<td>160,410</td>
<td>7,622</td>
</tr>
<tr>
<td>December</td>
<td>7,412</td>
<td>1,042</td>
<td>4,188</td>
<td>140,110</td>
<td>7,053</td>
</tr>
<tr>
<td><strong>2019</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>7,379</td>
<td>961</td>
<td>4,134</td>
<td>146,475</td>
<td>7,649</td>
</tr>
<tr>
<td>February</td>
<td>7,285</td>
<td>822</td>
<td>3,515</td>
<td>186,958</td>
<td>8,119</td>
</tr>
<tr>
<td>March</td>
<td>8,068</td>
<td>1,130</td>
<td>3,923</td>
<td>193,982</td>
<td>8,142</td>
</tr>
<tr>
<td>April</td>
<td>8,467</td>
<td>947</td>
<td>3,925</td>
<td>196,257</td>
<td>7,587</td>
</tr>
<tr>
<td>May</td>
<td>8,433</td>
<td>1,108</td>
<td>4,234</td>
<td>298,488</td>
<td>8,780</td>
</tr>
</tbody>
</table>

Notes:
* **** Due to an error in the data received through the phone provider, the October data is an estimate based on the total number of calls received through MST’s toll free number.

Published news stories include the following: “Letters to the Editor, May 4, 2019: Alternatives to one-person car commuting must be developed” (Monterey County Herald, 5/4/19), “Measure X funds may provide relief for Monterey-Salinas Transit if needed” (Monterey County Herald, 5/18/19), “Squid rides the rails to a quirky idea at the Transportation Agency for Monterey County” (Monterey County Weekly, 5/22/19), “Transit union drops objection to California transit funds” (Politico, 5/23/19).

Press releases sent include: “MST’s discount Summer Youth GoPass on sale now” (5/13/19), “MST Bus service on Memorial Day” (5/22/19).
Community outreach: staffed information booth at Gathering for Women in Monterey; every Wednesday; staffed information booth at the Greenfield Unified School District Ribbon Cutting/Open house event in Greenfield; staffed information booth at Take it Outside California in Salinas; staffed information booth at Fairview Middle School in Gonzales, staffed information booth at the Salinas Valley Fair in King City; staffed information booth at Founders Day in Salinas; staffed information booth at Rancho Cielo Job and Resource Fair in Monterey, meet with a class of Transitional Kinder grade students and read to them the NEW activity/coloring books in Greenfield.

Projects: worked on preparations for Senior Transit Day 2019 and the distribution of the FREE Summer Youth Passes to students in Monterey County.

Collaborative/Meeting/Committee's: attended Board of Supervisors meeting with Seniors from all over Monterey County for Older Americans Month in Salinas, attended the End Child Poverty Tour event at Steinbeck Center in Salinas; attended the MCCVA collaboration meeting in Salinas; attended the MST SEAT meeting in Monterey; attended a planning meeting for Senior Transit Day in Salinas; attended a partnership meeting with Hartnell for the Free rides in Salinas, attended a 2020 Census meeting in Salinas; attended a S.C.O.R.E meeting in Camphora.

Social Fans

- Facebook: 1,155
- Twitter: 18
- Instagram: 473

70% 29%
1%
Overview by Social Media Platform:

NEW! Twitter

Notes: On Twitter, "following" someone means that you will see their tweets (Twitter updates) in your personal timeline. Twitter lets you see who you follow and also who is following you. Followers are people who receive other people’s Twitter updates.

A Facebook “fan” is a user who likes a particular Facebook page. Users who “like” a page are able to receive updates from that page’s administrator through status updates, posted content, and event invitations. A list of pages a fan has liked will appear on his or her profile page.

“Engagement” is the sum of likes and comments received by all posts.

“Traffic” is the total number of clicks on all the links posted.
## Summer Youth Pass 2019 Distribution List

<table>
<thead>
<tr>
<th>School/Agency Name</th>
<th># of Passes</th>
<th>Disadvantaged Community</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monterey Peninsula School District*</td>
<td>100</td>
<td>Yes (Seaside and Marina Schools )</td>
</tr>
<tr>
<td>Sun Street Center- S.T.E.P.S program</td>
<td>12</td>
<td>No</td>
</tr>
<tr>
<td>Frank Paul Family Resource Center</td>
<td>17</td>
<td>No</td>
</tr>
<tr>
<td>Action Council *</td>
<td>1</td>
<td>Yes</td>
</tr>
<tr>
<td>Alisal Family Center</td>
<td>23</td>
<td>No</td>
</tr>
<tr>
<td>Salinas High School*</td>
<td>25</td>
<td>Yes</td>
</tr>
<tr>
<td>Soledad Unified School District</td>
<td>29</td>
<td>No</td>
</tr>
<tr>
<td>Soledad YMCA</td>
<td>1</td>
<td>No</td>
</tr>
<tr>
<td>Greenfield Unified School District</td>
<td>15</td>
<td>No</td>
</tr>
<tr>
<td>Pajaro Unified School District *</td>
<td>44</td>
<td>Yes</td>
</tr>
<tr>
<td>Alvarez High School</td>
<td>5</td>
<td>No</td>
</tr>
<tr>
<td>Rancho Cielo</td>
<td>9</td>
<td>No</td>
</tr>
<tr>
<td>El Puente School *</td>
<td>4</td>
<td>Yes</td>
</tr>
<tr>
<td>City of Salinas- Youth Leadership Academy *</td>
<td>20</td>
<td>Yes</td>
</tr>
<tr>
<td>Alisal High School</td>
<td>79</td>
<td>No</td>
</tr>
<tr>
<td>Migrant Work Study Program- MCOE</td>
<td>43</td>
<td>No</td>
</tr>
<tr>
<td>Take it Outside Event</td>
<td>5</td>
<td>No</td>
</tr>
<tr>
<td>Marina High School*</td>
<td>75</td>
<td>Yes</td>
</tr>
<tr>
<td>Monterey County Behavioral Health</td>
<td>1</td>
<td>Yes</td>
</tr>
<tr>
<td>Youth Radio Program - Radio Bilingue*</td>
<td>4</td>
<td>Yes</td>
</tr>
<tr>
<td>Washington Middle School *</td>
<td>1</td>
<td>Yes</td>
</tr>
<tr>
<td>El Sausal Middle School</td>
<td>2</td>
<td>No</td>
</tr>
<tr>
<td>La Gloria School (Gonzales)</td>
<td>33</td>
<td>No</td>
</tr>
<tr>
<td>Gonzales High School</td>
<td>10</td>
<td>No</td>
</tr>
<tr>
<td>Partners for Peace *</td>
<td>24</td>
<td>Yes</td>
</tr>
<tr>
<td>Itinerant Program- MCOE *</td>
<td>10</td>
<td>Yes</td>
</tr>
<tr>
<td>Peacock Acres, Inc*</td>
<td>8</td>
<td>Yes</td>
</tr>
<tr>
<td></td>
<td>600</td>
<td></td>
</tr>
</tbody>
</table>

*The State LCTOP program requires that 50% of funds benefit a disadvantaged community.*
Who we reached out to:

- Alisal Union Elementary School District
- Bradley Union Elementary School District
- Carmel Unified School District
- Gonzales Union Elementary School District
- Gonzales Union High School District
- Greenfield Union Elementary School District
- King City Joint Union High School District
- King City Union Elementary School District
- Monterey Peninsula Unified School District
- North Monterey County Unified School District
- Pacific Grove Unified School District
- Salinas City Elementary School District
- Salinas Union High School District
- San Antonio Union Elementary School District
- San Ardo Union Elementary School District
- San Lucas Union Elementary School District
- Santa Rita Union Elementary School District
- Soledad Unified School District
- Spreckels Union Elementary School District
- Our Lady of Solitude Parish - Youth Ministries
- YMCA- Soledad & Salinas
- Planned Parenthood - Teen Talk Program
- Sun Street Center - S.T.E.P.S Program
- Family Resource Centers in Monterey County
- Action Council
- Rancho Cielo
- City of Salinas - Youth Leadership Academy
- Migrant Work Study - Monterey County Office of Education
- City of Seaside
- Monterey County Behavioral Health - Avanza Program
- Marina City - Recreation Center
- Radio Bilingue: Youth Radio Program
- Soledad Mission Recreation
- Partners for Peace
- Boys & Girls Club
- Youth Science (STEM) Program at NPS
- Our Lady of Solitude Parish - Youth Ministries
- City of Salinas - Recreation (Firehouse site)
- Studio 3:16 Ministries
- Monterey County Office of Education - Itinerant program
- Peacock Acres, Inc.
- League of United Latin American Citizens (LULAC) - Seaside
Planning Update – May 2019

During the month of May, staff continued to monitor the revenues and expenses for the military partnerships and visited the Presidio approximately one day each week to assist with the program. Revenues received from the federal transit benefit have started to pick up recently due to increased staff efforts to increase the number of participants in the military programs. Revenues are better matching expenses but staff is still monitoring participation levels closely. With approval of Presidio leadership, the benefit amount is expected to be raised in July 2019 to keep up with expenses. Staff has been actively advocating for this program during its Congressional visits to ensure that it continues with the comprehensive tax reform bill that was passed in December 2017.

In May, staff finalized work on the Salinas Valley Express Corridor Planning Study with Fehr and Peers consultants. The Study will be presented to the MST Board in June.

Staff continued planning efforts which will result in changes to MST fixed-route service for implementation in late June. These changes include timing adjustments, routing changes, and right-sizing transit service to match existing staffing levels.

Staff continued planning efforts with CSUMB transportation staff for transit service for the next academic year. CSUMB-funded services include lines 19 and 26.

Staff continued to refine a scope of work for the next phase of project development as a result of the Bus-on-Shoulder study from last year. This work will include the environmental and preliminary engineering phase of a possible busway (Bus Rapid Transit) on the Transportation Agency for Monterey County-owned Monterey Branch Line between Marina and Seaside/Sand City.

Also in May, staff began participating with others on the Blue Zones Project. It is a community-led well-being improvement initiative designed to make healthy choices easier through permanent changes to a city’s environment, policy, and social networks and backed by Salinas Valley Memorial Healthcare System, Taylor Farm,s and Montage
TO: Carl Sedoryk

FROM: Don Gilchrest

The following report summarizes actions taken on behalf of Monterey-Salinas Transit in June.

**FY 2020 Transportation Funding**
The House is debating the FY 2020 Transportation, and Housing and Urban Development, and Related Agencies (THUD) Appropriations Act this week as part of a five-bill package of funding bills that have been bundled together by House leaders to facilitate their passage. During your recent trip to Washington, DC, for meetings with the CTA delegation, we arranged and participated in meetings with Representative Panetta and his legislative director to thank them for their support on transportation issues and brief them on key amendments.

As drafted by the House Appropriations Committee, the FY 2020 THUD bill would provide $10.9 billion for FTA formula grants, which provides the fully authorized amount under the FAST Act, with an additional $750 million supplement from the general fund. Under the bill, this GF supplement would be used in part to increase FTA discretionary bus and bus facility grants by $389 million above the authorized levels with an additional $94 million added to the No-Low bus program.

The Capital Investment Grants (New Starts) program would be funded at the $2.301 billion level authorized in the FAST Act. This is slightly less than was enacted last year, but significantly more than the $1.5 billion included in the President's budget request. MST has participated in the New Starts program to help fund your bus rapid transit.

**Budget Talks**
The House is moving ahead with funding legislation for FY 2020 even though there is still no agreement on overall spending limits for the bills. Budget talks continue between the White House, Senate and House leaders to try to increase the existing spending caps. Although those negotiations are likely to continue throughout the summer, the Senate Appropriations Committee will begin to draft its versions of the annual appropriations bills in July. Traditionally, leaders
have sought budget agreements that cover at least two years, but the present impasse is causing negotiations to focus on the possibility of a one-year deal. That would require re-negotiation next year in the midst of a contentious election. The main points of contention are how much defense and non-defense discretionary spending would be increased, as well as the relative spending levels of these two categories.

The current budget spending caps were temporarily increased for FY 2018 and FY 2019, but will revert back this year, which would result in across-the-board spending cuts of approximately ten percent of discretionary spending. Although the House has been able to start drafting its versions of the funding bills, the spending caps must be increased through budget enforcement legislation, which would require the support of the Senate and the White House. Otherwise, any FY 2020 appropriations would be subject to across-the-board cuts through sequestration to enforce the limitation.

**PEPRA**
We participated in a meeting at the Department of Labor for you and other CTA stakeholders to discuss the 13(c) guidelines and potential future impacts on FTA grants due to PEPRA. We met with Office of Labor-Management Standards Director Arthur Rosenfeld and Karen Torre, Chief of the Division of Statutory Programs. Since the recently delayed FTA grants in California have now been certified by DOL, our discussion focused on preventing future interruptions in funding.

**Lobbying Strategies & Opportunities**
Currently, the development of an infrastructure plan appears to be on hold in Congress due to the breakdown of talks between the White House and Democratic leaders. However, significant legislative work has been done at the committee level on a transportation package in anticipation of Speaker Pelosi making floor time for it in the full House. We are carefully monitoring both the budget process and the infrastructure plan for any impacts on MST or opportunities to advocate your 2019 Federal agenda. We will also recommend additional lobbying actions based on emerging issues.
To: Board of Directors

From: Carl Sedoryk, General Manager/CEO

Subject: State Legislative Update

The FY 2019-20 State Budget includes a one-time appropriation of $182 million in Cap and Trade auction revenue to the California Air Resources Board for clean buses and trucks. A significant portion of this funding will pass through ARB’s Hybrid and Zero-Emission Truck and Bus Project, which provides point-of-sale vouchers to offset the incremental cost of zero-emission bus and truck purchases. The proposed budget is expected to be signed by Governor Newsom before the end of June, with the new fiscal year starting July 1.

Staff has become aware of AB 1185 (Gloria) Public records: writing transmitted by electronic mail: retention which would modify the California Public Records Act (CPRA) and require a public agency to retain and preserve for at least two years every writing containing information relating to the conduct of the public's business that is prepared, owned, or used by the public agency and transmitted by electronic mail, unless a statute or regulation requires a longer retention period.

Staff contends that retention as contemplated under the proposed bill will prove costly but, because the provision is placed in the CPRA, these costs will not be reimbursed as a state mandate. The CPRA already creates burdens on public agencies in terms of staff time responding to requests. Given the volume of electronic mail generated, a mandatory retention period of two years would place even greater burdens on public agencies like MST in terms of reviewing and identifying and ultimate storage of relevant e-mail. Staff recommends an OPPOSE position on this bill.

Submitted by: Carl G. Sedoryk
To: Robert Weber – Chief Operating Officer (COO)

From: Norman K. Tuitavuki – Deputy COO

Subject: SCRTTC Annual Workshop and Board Meeting

On May 14, 2019, I attended the Southern California Regional Transit Training Consortium (SCRTTC) Annual Workshop and Board Meeting at the Los Angeles Trade Technical College. As a Board we discussed the following:

- Current View and Future State of the Consortium
- Results of Surveys
- Overview of Training
- Needs Assessment and Gap Analysis
- In-depth Interviews with OEMs, Transit Agencies, and Technicians
- Leadership, Governance, and Structure

Additionally, we introduced new Board members from various agencies throughout California. We also considered resignations from current Board members and discussed the intent of renaming the Consortium to include all of California.

The next Board meeting will be held in August – the location has not yet been determined.

PREPARED BY: __________________ REVIEWED BY: __________________
Norman Tuitavuki                     Carl G. Sedoryk
To: Robert Weber – Chief Operating Officer (COO)

From: Norman K. Tuitavuki – Deputy COO

Subject: APTA MOBILITY CONFERENCE

I attended the APTA Mobility Conference (enhanced Bus & Paratransit Conference) May 18-22, in Louisville, Kentucky. The following summarizes the various sessions I participated in:

- Transit’s Future Workforce – how public transit agencies are dealing with recruiting, retaining, and educating employees
- Ridership versus Coverage – discussed the problems transit agencies face with route designing/planning
- Bikes & Scooters – how are agencies dealing with this new form of transportation
- Competition for Curb Space – who gets priority for curb space? Is it a transit bus stop, more parking spaces for individual vehicles, or space to add scooters and bike share?
- Customer Service Challenge – select Coach Operators compete and demonstrate their customer service skills live and on stage
- Roadmap to Succession – more discussion/suggestions on finding talent
- Transit’s Response to People Who are Homeless – a detailed report from Leadership APTA on this topic
- Electric Bus Deployment – experiences from transit agencies “best practices” for implementing electric buses
To: Robert Weber, Chief Operating Officer
From: Cristy Sugabo, Mobility Services Manager

Subject: TRIP REPORT – May 2019

On May 21-23, 2019, I attended the Community Transportation Association of America (CTAA) Expo in Palm Springs, CA.

I attended the Expo as one of the selected mobility poster presenters for the National Center for Mobility Management. The poster presentation was a two-day event where I was able to interact with other professionals. I presented information on the MST Mobility Services Center and mobility services for Monterey County residents.

In addition, I also had the opportunity to attend the following Mobility Management Forum sessions:

1. **Mobility Management Professional as Transformative Leaders**
   A session on how to inspire and strengthen mobility management professional’s skill sets to initiate and lead community mobility initiatives.

2. **Understanding Principles of Cost Allocation**
   To give mobility management professionals a working knowledge of basic cost allocations strategies to support them in coordination discussions with partner organizations.

3. **Building a Resilient Partner Ecosystem**
   Understanding how mobility managers can create and support resilient partnerships and service as stewards for their evolutions.

PREPARED BY: Cristy Sugabo  REVIEWED BY: Carl G. Sedoryk
June 6, 2019

To:        C. Sedoryk, General Manager/CEO
From:     Lisa Cox, Risk and Security Manager

Subject:  Behavioral Threat Assessment: Preventing the Active Shooter Trip
Report

On May 29, 2019 I attended The Behavioral Threat Assessment: Preventing the Active Shooter in Rohnert Park, CA. This course was offered by NCRIC (Northern California Regional Intelligence Center).

This course was very informative, providing:
- Fundamentals of behavioral threat assessment
- Threat identification, including warning behaviors which potentially indicate a subject is on the pathway to violence to carry out a targeted violent attack
- Techniques to prevent violent attacks that include active shooter and mass casualty events

I was able to meet a local Intelligence Officer of NCRIC (Northern California Regional Intelligence Center) who is willing to visit MST and provide a presentation to our Administrative group.

The speaker of this course is also the founder of Smith Strategics who provides threat assessment training for organizations to equip their staff with the knowledge and tools necessary to prevent violent critical incidents such as active shooter and mass casualty attacks.
To: Carl Sedoryk

From: Michelle Overmeyer, Grants Analyst

Subject: TRIP REPORT – May 2019

I traveled to Sacramento, California to participate in the California Transit Association’s 2019 Spring Legislative Conference on May 21st and 22nd. The conference covered the following topics:

- Update on the California Integrated Travel Project
- Status of reforming the Transportation Development Act
- The link between housing and transit
- Implementing the Innovative Clean Transit Regulation

I was able to reconnect with colleagues from peer transit agencies across the state. The conference sessions and networking opportunity provided me with information and professional contacts that I will use in my day-to-day duties as Grants Analyst.

PREPARED BY: Michelle Overmeyer  REVIEWED BY: Carl G Sedoryk
To: Carl Sedoryk  
From: Hunter Harvath – Assistant General Manager  
Subject: TRIP REPORT – May 2019  

I traveled to Sacramento, California to participate in the California Transit Association’s 2019 Spring Legislative Conference on May 21st and 22nd. The conference covered the following topics:

- Update on the California Integrated Travel Project
- Status of reforming the Transportation Development Act
- The link between housing and transit
- Implementing the Innovative Clean Transit Regulation

In addition to the conference, I was able to also attend the CTA Legislative Committee meeting and talked to CTA staff about various matters related to my role as Treasurer of the organization.
Mr. Carl Sedoryk
General Manager/CEO
Monterey-Salinas Transit
19 Upper Ragsdale Dr.,
Suite 200
Monterey, CA 93940-5771

RE: FTA Drug and Alcohol Compliance Auditing Program

Dear Mr. Sedoryk,

The Federal Transit Administration has reviewed the responses of the Monterey-Salinas Transit (MST) to the formally-submitted findings of the Drug and Alcohol Compliance Audit Team. Based on the information provided, the Federal Transit Administration has found the MTS to currently be in compliance with the federally-mandated Drug and Alcohol Testing Program.

It is important for you and your organization to diligently maintain all aspects of the drug and alcohol testing program so all will remain in compliance in the future.

Thank you for your cooperation and for being prompt in your response. Please let me know at any time if I can be of further service to you.

Sincerely,

Iyon Rosario
Drug and Alcohol Program Manager
FTA Office of Transit Safety and Oversight

Electronic cc:

Deanna Smith, Monterey-Salinas Transit
Angelina Ruiz, Monterey-Salinas Transit
Edward Carranza Jr., FTA Region IX Acting Deputy Administrator
Bernardo Bustamante, FTA Region IX
Lori DeCoste, U.S. DOT / Volpe Center
Joseph Lofgren, Cahill Swift, LLC