



# Sacramento Regional Transit District Agenda

## **BOARD MEETING**

**5:30 P.M., MONDAY, June 10, 2019**

**REGIONAL TRANSIT AUDITORIUM**

**1400 29<sup>TH</sup> STREET, SACRAMENTO, CALIFORNIA**

**Website Address: [www.sacrt.com](http://www.sacrt.com)**

(29th St. Light Rail Station/Bus 38, 67, 68)

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**ROLL CALL** — Directors Budge, Hansen, Harris, Howell, Hume, Jennings, Miller, Nottoli, Schenirer, Serna and Chair Kennedy

Alternates: Directors Detrick, Kozlowski, Sander and Slowey

## **PLEDGE OF ALLEGIANCE**

## **CONSENT CALENDAR**

1. Motion: Approval of the Action Summary of May 13, 2019
2. Resolution: Approving the First Amendment to the Contract for Heavy Duty Lifts: Annual Inspection, Preventative Maintenance, and On-Call Repair with Autolift Services, Inc. to Add SacRT and Elk Grove Heavy Duty Lifts (D. Cook)
3. Resolution: Delegating Authority to the General Manager/CEO to Award and Execute a Contract for the Administration Building Lobby Remodel (D. Abansado/L. Ham)
4. Resolution: Conditionally Approving Terms for the Collective Bargaining Agreement between Sacramento Regional Transit District and Amalgamated Transit Union Local 256 for Employees for the Elk Grove Service Line for the Three Year Period July 1, 2019 through June 30, 2022 (S. Booth/S. Valenton)
5. Resolution: Approving the Project List Under the Roadway Repair and Accountability Act State of Good Repair Funds for Fiscal Year 2020 (D. Goldman/B. Bernegger)
6. Motion: Rescheduling the Next Regularly Scheduled Meeting on July 22, 2019 as a Special Meeting on July 22, 2019 to Begin at Noon and to be Held at the Stanley Mosk Library and Courts Building, 914 Capitol Mall, Meeting Room 500, Sacramento, CA. (S. Valenton)
7. Resolution: Delegating Authority to the General Manager/CEO to Execute a Grant Deed for the Retention of a Portion of 7745 Laurie Way in Sacramento CA (B. Bernegger)

8. Resolution: Ratifying the General Manager/CEO's 2009 Execution of the Brinks Services Agreement for Armored Car Services and Approving a Sole Source Justification for Continuing the Contract Until June 30, 2020 (J. Adelman/B. Bernegger)
9. Resolution: Approving the Third Amendment to the Transit Operations and Maintenance Agreement Between the City of Rancho Cordova and Sacramento Regional Transit District (D. Cook)
10. Resolution: Approving Second Amendments to the Personal Services Contracts for Temporary Employment with the Security and Safety Administrator, Mark Sakauye, and Security and Safety Specialists, Benjamin Louie and Tino Bamberger (J. Risley)
11. Security Operations Center Personal Services Contract Employees (J. Risley)
  - A. Resolution: Approving the Third Amendment to the Personal Services Contracts for Temporary Employment with 1 Security Operations Center Manager, 1 Security Operations Center Lead Supervisor, and 1 Security Operations Center Supervisor; and
  - B. Resolution: Approving the Second Amendment to the Personal Services Contracts for Temporary Employment with 5 Security Operations Center Specialists; and
  - C. Resolution: Approving the First Amendment to the Personal Services Contracts for Temporary Employment with 6 Security Operations Center Specialists
12. Resolution: Repealing Resolution 19-05-0046 and Approving the Agreement with County of Sacramento for Discount Purchase and Sale of Prepaid Fare Media. (J. Adelman/B. Bernegger)
13. Resolution: Delegating Authority to the General Manager/CEO to Approve the Student Ridership Initiative Student Transit Pass Agreement with the City of Sacramento (B. Bernegger)
14. Second Amendment to the Fiscal Year 2019 Operating Budget and Seventh Amendment to the 2019 Capital Budget (D. Goldman/B. Bernegger)
  - A. Resolution: Approving the Second Amendment to the Fiscal Year 2019 Operating Budget; and
  - B. Resolution: Approving the Seventh Amendment to the Fiscal Year 2019 Capital Budget; and
  - B. Motion: Accept Notification of General Manager Authorized Adjustments to the Fiscal Year 2019 Capital Budget During Fiscal Year 2019.

15. First Amendment for On-Call General Planning Support Services and Work Order No. 3 to Conduct a High Capacity Bus Corridor Study (L. Ham)
  - A. Resolution: Approving the First Amendment to the On-Call General Planning Support Services Contract with WSP USA, Inc.; and
  - B. Resolution: Approving Work Order No. 3 with WSP USA, Inc. to Conduct a High Capacity Bus Corridor Study
16. Resolution: Conditionally Awarding a Contract for General Construction Management Support Services to 4LEAF, Inc. (D. Abansado/L. Ham)
17. Resolution: Conditionally Approving the Terms for Settlement of Labor Contract Negotiations between Sacramento Regional Transit District and Amalgamated Transit Union, Local 256, for a Four Year Term April 1, 2019 through March 31, 2023 (S. Booth/S. Valenton)
18. Resolution: Approving a Sole Source Procurement and Approving a Contract for UTDC Repairs and Maintenance Support with Siemens Mobility, Inc. (D. Cook)
19. General Engineering Support Services Contract with Mark Thomas & Company Design Development and Final Design of the Dos Rios Project (D. Abansado/L. Ham)
  - A. Resolution: Approving Work Order No. 11 to the Contract with Mark Thomas & Company, Inc. for General Engineering Support Services - 2016 for Design Development of the Dos Rios Station Project; and
  - B. Resolution: Conditionally Approving Work Order No. 12 to the Contract with Mark Thomas & Company, Inc. for General Engineering Support Services - 2016 for Final Design of the Dos Rios Station Project
20. Resolution: Amending and Restating the Personnel Rules and Procedures and Renaming the Document the SacRT Personnel Policy Manual (S. Booth/S. Valenton)
21. Resolution: Authorizing Renewal of General Liability, Including Public Officials Professional Liability, Auto, Property, Boiler & Machinery, Excess Workers' Compensation, Employment Practices Liability, Crime/Employee Dishonesty, Privacy & Network Liability and Underground Storage Tank Pollution Liability for the Period of July 1, 2019 through July 1, 2020 (B. Bernegger)

## **INTRODUCTION OF SPECIAL GUESTS**

## **UNFINISHED BUSINESS**

## **PUBLIC HEARING**

22. Sacramento Regional Transit District FY 2020 Operating and Capital Budget (D. Goldman/B. Bernegger)
  - A. Accept Public Comment; and
  - B. Resolution: Approving the Sacramento Regional Transit District FY 2020 Operating, Debt Service, Capital Budgets and Vote Allocation; and
  - C. Resolution: Authorizing the Filing of the FY 2020 Transportation Development Act (TDA) Claim Based on the Adopted Budget

## **PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA\***

## **NEW BUSINESS**

### **GENERAL MANAGER'S REPORT**

23. General Manager's Report
  - a. SacRT Comprehensive Marketing Campaign
  - b. Transit Ambassador/Fare Inspection Reorganization
  - c. SacRT Meeting Calendar

## **REPORTS, IDEAS AND QUESTIONS FROM DIRECTORS, AND COMMUNICATIONS**

24. Paratransit, Inc. Board of Directors Meeting - May 20, 2019 (Hume/Hansen)
25. San Joaquin Joint Power Authority Meeting – May 31, 2019 (Hume)

## **CONTINUATION OF PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA (If Necessary)**

## **ANNOUNCEMENT OF CLOSED SESSION ITEMS**

## **RECESS TO CLOSED SESSION**

## **CLOSED SESSION**

## **RECONVENE IN OPEN SESSION**

## **CLOSED SESSION REPORT**

## **ADJOURN**

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\*NOTICE TO THE PUBLIC

It is the policy of the Board of Directors of the Sacramento Regional Transit District to encourage participation in the meetings of the Board of Directors. At each open meeting, members of the public will be provided with an opportunity to directly address the Board on items of interest to the public that are within the subject matter jurisdiction of the Board of Directors. Please fill out a speaker card and give it to the Board Clerk if you wish to address the Board. Speaker cards are provided on the table at the back of the auditorium.

Public comment may be given on any agenda item as it is called and will be limited by the Chair to 3 minutes or less per speaker. Speakers using a translator will be provided twice the allotted time. When it appears there are several members of the public wishing to address the Board on a specific item, at the outset of the item the Chair of the Board will announce the maximum amount of time that will be allowed for public comment.

Matters under the jurisdiction of the Board and not on the posted agenda may be addressed under the Item "Public addresses the Board on matters not on the agenda." Up to 30 minutes will be allotted for this purpose. The Board limits public comment on matters not on the agenda to 3 minutes per person and not more than 15 minutes for a particular subject. If public comment has reached the 30 minute time limit, and not all public comment has been received, public comment will resume after other business has been conducted as set forth on the agenda. The Board will not act upon or discuss an item that is not listed on the agenda except as provided under Section 3.1.3.6.

This agenda may be amended up to 72 hours prior to the meeting being held. An Agenda, in final form, is located by the front door of Regional Transit's building at 1400 29<sup>th</sup> Street, Sacramento, California, and is posted on the SacRT website.

The Regional Transit Board of Directors Meeting is being videotaped. A replay of this meeting can be seen on Metrocable Channel 14 and will be webcast at [www.sacmetroable.tv](http://www.sacmetroable.tv) on June 12<sup>th</sup> @ 6:00 p.m. and June 17<sup>th</sup> @ 2:00 p.m.

Any person(s) requiring accessible formats of the agenda or assisted listening devices/sign language interpreters should contact the Clerk of the Board at 916/556-0456 or TDD 916/483-4327 at least 72 business hours in advance of the Board Meeting.

Copies of staff reports or other written documentation relating to each item of business referred to on the agenda are on SacRT's website, on file with the Clerk to the Board of Directors of the Sacramento Regional Transit District, and are available for public inspection at 1400 29<sup>th</sup> Street, Sacramento, California. Any person who has any questions concerning any agenda item may call the Clerk to the Board of Sacramento Regional Transit District.

**SACRAMENTO REGIONAL TRANSIT DISTRICT  
BOARD OF DIRECTORS  
BOARD MEETING  
May 13, 2019**

**ROLL CALL:** Roll Call was taken at 5:32 p.m. PRESENT: Directors Budge, Hansen, Harris, Howell, Hume, Jennings, Miller, Nottoli, Schenirer, Serna and Chair Kennedy.

**PLEDGE OF ALLEGIANCE**

**CONSENT CALENDAR**

1. Motion: Approval of the Action Summary of April 8, 2019
2. Resolution: Ratifying the General Manager/CEO Action to Execute an Amendment to the Hartford Life Insurance Agreement to Include Coverage for Employees Supporting Elk Grove Service (B. Bernegger)
3. Resolution: Delegating Authority to the General Manager/CEO to Award Contracts for Both the Purchase of New Bus Stop Signs and the Installation of New Bus Stops for the SacRT Forward Project (E. Oparko/N. Nance)
4. Resolution: Approving a Sole Source Procurement and Second Amendment to the Contract for the Purchase of Six EV-Star Electric Buses with GreenPower Motor Company, Inc. to Add Three Additional Buses (D. Cook)
5. Resolution: Approving the Third Amendment to the Agreement with County of Sacramento for Discount Purchase and Sale of Prepaid Fare Media (J. Adelman/B. Bernegger)
6. Resolution: Approving the Second Amendment to the Contract for Purchase of Employee Uniforms with Curtis Bus Line (D. Cook)
7. Resolution: Temporarily Modifying the Fare Structure (Resolution Nos. 09-09-0174 and 19-03-0038 as Amended, Including by Resolution Nos. 17-03-0027 and 18-01-0008) to Authorize a Three-Month Summer Student Pass Valid for June, July and August 2019 and Only Available on Connect Card and ZipPass (J. Adelman/B. Bernegger)
8. Purchase and Installation of a Portable Rail Lift System and Sixth Amendment to the FY 2019 Capital Budget (D. Cook)

- A. Resolution: Delegating Authority to the General Manager/CEO to Award a Contract for the Purchase and Installation of a Portable Rail Lift System to the Lowest Responsive and Responsible Bidder after Competitive Bidding; and,
  - B. Resolution: Approving the Sixth Amendment to the FY2019 Capital Budget.
9. Resolution: Approving Modifications to the Personnel Rules and Procedures Affecting Unrepresented Employees Commonly Referred to as the Management and Confidential Employee Group (MCEG) Employees (S. Booth/S. Valenton)
  10. Resolution: Conditionally Awarding a Contract for the Watt/I-80 Elevator Modernization and Preventative Maintenance Services to Capitol Elevator Company (D. Abansado/L. Ham)
  11. Resolution: Approving a Sole Source Procurement and Delegating Authority to the General Manager/CEO to Execute the Contract for Purchase of Dynamic Message Signs with IPDisplays (R. Thorn/S. Valenton)

**ACTION: APPROVED - Director Hansen moved; Director Howell seconded approval of the consent calendar with the exception of Items 3, 4, 10 and 11. Motion was carried by voice vote.**

3. Resolution: Delegating Authority to the General Manager/CEO to Award Contracts for Both the Purchase of New Bus Stop Signs and the Installation of New Bus Stops for the SacRT Forward Project (E. Oparko/N. Nance)

Speakers: Mike Barnbaum                      Helen O'Connell                      Sarah Kerber

Mr. Oparko indicated that the item had been accepted by the Mobility Advisory Council.

Mr. Li indicated that staff is going to hold a workshop to show the public the new design of the bus stop signs.

**ACTION: APPROVED - Director Miller moved; Chair Kennedy seconded approval of item as written. Motion was carried by voice vote.**

4. Resolution: Approving a Sole Source Procurement and Second Amendment to the Contract for the Purchase of Six EV-Star Electric Buses with GreenPower Motor Company, Inc. to Add Three Additional Buses (D. Cook)

Speakers: Sarah Kerber                      Jeffery Tardaguila                      Delphine Cathcart\*  
                    Helen O'Connell

10. Resolution: Conditionally Awarding a Contract for the Watt/I-80 Elevator Modernization and Preventative Maintenance Services to Capitol Elevator

Company (D. Abansado/L. Ham)

Speakers: Sarah Kerber Jeffery Tardaguila

**ACTION: APPROVED - Director Nottoli moved; Director Howell seconded approval of items 4 and 10 as written. Motion was carried by voice vote.**

11. Resolution: Approving a Sole Source Procurement and Delegating Authority to the General Manager/CEO to Execute the Contract for Purchase of Dynamic Message Signs with IPDisplays (R. Thorn/S. Valenton)

Speaker: Jeffery Tardaguila

Director Nottoli asked if there was a way to offset some of the cost by selling advertising on the display signs. Brent Bernegger indicated that he would have to look into whether SacRT could advertise on these signs.

Chair Kennedy indicated that advertising on these signs would not be a good idea for the customer experience, as the customer wants to know when the next train is coming.

**ACTION: APPROVED - Director Hansen moved; Director Budge seconded approval of item as written. Motion was carried by voice vote.**

### **INTRODUCTION OF SPECIAL GUESTS**

12. Employee Recognition (H. Li)

This item was pulled from the agenda because neither of the recipients was in attendance at the meeting.

### **UNFINISHED BUSINESS**

#### **PUBLIC HEARING**

13. Public Hearing: Preliminary FY 2020 Operating and Capital Budgets (D. Goldman/B. Bernegger)
  - A. Accept Public Comment on the Sacramento Regional Transit District Preliminary FY 2020 Operating and Capital Budget; and
  - B. Motion: To Continue the Public Hearing to June 10, 2019



Speakers:

Helen O'Connell – Ms. O'Connell wants a funding plan to improve customer service on the weekend and evenings as the routes begin to change in September.

Sarah Kerber – Ms. Kerber would like additional information about the customer service enhancements that are going to be part of the budget and the route optimization implementation.

Mr. Li indicated that 2 additional positions will be added for the customer service center specifically for the weekend, adding 6 security guards in the major light rail stations for safety and security, additional cleaning personnel, additional light rail maintenance technicians, and up to 20 new bus operators, totaling up to 40 new positions.

Jeffery Tardaguila – Mr. Tardaguila believes it helpful if the pie charts, when they represent percentages and dollars, depict a layout so that you can see that the dollar numbers add up to the numbers listed.

Mike Barnbaum – Mr. Barnbaum indicated that one of the prior focuses of SacRT was to reduce the percentage of fare evaders. Mr. Barnbaum indicated that the riders will come back as long as the budget provides maximum security.

**ACTION: APPROVED - Director Hansen moved; Director Howell seconded approval of the motion to continue the public hearing to June 10, 2019. Motion was carried by voice vote.**

### **PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA**

Speakers:

Crystal McGee Lee\* - Representing ATU, Local 256 – Ms. Lee indicated that she and President Niz want the public and the Board to know what is happening in negotiations and that ATU has been fighting SacRT from changing the working conditions by attempting to change the contract. Ms. Lee indicated that ATU has secured a 100% strike vote from the membership, and a strike sanction from the Central Labor Council. Ms. Lee indicated that she and President Niz will be reaching out to political allies and informing the public, making them aware and knowledgeable of SacRT's actions. Ms. Lee also indicated that she was there to accept President Niz' service award; however, the item was removed from the agenda. Ms. Lee read a statement from Mr. Niz.

David Becker – Representing ATU, Local 256 – Mr. Becker indicated that ATU has supported the Attendance Policy and has pushed for high attendance amongst its members. Mr. Becker stated that SacRT wants to punish the membership for the few who have issues because SacRT has mismanaged their supervisors who failed to do their job, attempting to discredit and blame the majority of hard working operators for

the minority. Mr. Becker indicated that SacRT wants to reduce the sick leave sell back as was done with the AFSCME Union, and is limiting the use of the incentive vacation time.

Joyce Adams Watkins – Ms. Watkins provided the history of her service at SacRT and the history of ATU, Local 256. Ms. Watkins indicated that the operators love their jobs and have relationships in the community and with the Board members.

Mike Barnbaum – Mr. Barnbaum provided upcoming meeting information for the Capitol Corridor Joint Powers Authority and the San Joaquin Joint Powers Authority.

Dane Palmer – Mr. Palmer noted that on the last 2 Sundays SacRT has implemented a policy cutting their light rail service down to 1 light rail vehicle on each line. He stated that he witnessed 14 bikes on 1 train. He believes this is a safety concern which could cause injury.

Bonnie Lindemann – Ms. Lindemann is concerned that the “Sunrise hub” is losing most of their routes. She is concerned that only the Route 21 and 1, and possibly 23 are her only resources for travel in the event of a real disaster, and that microtransit has a wait time of up to 2 ½ hours.

Felix Huerta\* - Business Agent Organizer – Operating Engineers Local Union 3. Mr. Huerta noted that they are in the election process right now to represent the Administrative Employees Association. The vote will be taking place on May 23. Mr. Huerta submitted a Public Records Request because on Friday, May 10<sup>th</sup> he received a copy of an e-mail that was sent out to Mr. Li indicating that there would be a “massive” reorganization at the administrative/management level. They are concerned about the changes that took effect on May 9.

Jeffery Tardaguila – Mr. Tardaguila indicated that light rail is having a number of bus bridges and there are a lot of riders talking about buses not meeting schedules. Mr. Tardaguila wants to know if staff is going to make adjustments in the routes to accommodate the boarding of “scooters” because it takes longer to load these types of mobility devices.

Wendy Pelletier – Business Agent for AFSCME, Local 146 (Supervisors Unit) – Ms. Pelletier noted that in March AFSCME was contacted for an urgent matter to reach an agreement with SacRT in regard to e-tran; they met and conferred and reached an agreement. Ms. Pelletier noted that approximately a month later SacRT decided that the agreement was “null and void.” Ms. Pelletier indicated that Local 146 will continue to meet and confer with SacRT and have a meeting scheduled for May 14, but they want SacRT to honor the contract that was negotiated in good faith; that was brought to the Board and want to continue to have this working relationship, or try to get there. They are concerned that they cannot get there with decisions that are being made “high up” between General Manager Li and Steve Booth.

## **NEW BUSINESS**

14. Property Based Business District on Folsom Boulevard in the City of Rancho Cordova (B. Bernegger)
  - A. Motion: Direct the Sacramento Placerville Transportation Corridor Joint Powers Authority (SPTC JPA) to Sign a Petition in Favor of and Cast an Assessment Ballot for Creation of a PBID Along Folsom Boulevard in the City of Rancho Cordova; or
  - B. Motion: Direct SPTC JPA to Cast an Assessment Ballot Against the Creation of a PBID Along Folsom Boulevard in the City of Rancho Cordova; and
  - C. Resolution: Delegating Authority to the General Manager/CEO to Approve and Execute an Amendment to the Easement with the SPTC JPA Related to Property-Related Fees and Assessments.

Director Howell indicated that as the Chair of Sacramento Placerville JPA and she believes it would be better to “request” that the Board take the action as opposed to “direct” them to do so. Director Howell does not envision there being a problem, but would prefer to see “request” as opposed to “direct.”

Director Nottoli wanted to know if there is any time sensitivity to this request. Director Howell indicated that she could talk to the staff person to see if the JPA needs to have a special meeting if it is time sensitive.

Chair Kennedy indicated that the PBIDs are valuable to keep businesses rolling.

**ACTION: APPROVED - Director Budge moved; Director Hansen seconded approval of items A and C. Motion was carried by voice vote.**

15. Information: Free Rides for All Students (K-12) that Live in Sacramento or Go to School in Sacramento (B. Bernegger)

Mr. Bernegger indicated that this program would offer free transit passes to students attending schools; grade K-12 in the City of Sacramento. This program also allows students living outside of the City of Sacramento that attend school within the City limit that same pass. SacRT hopes to receive full support from the Sacramento City Council in June. The program is designed to improve ridership and will improve average daily attendance, which will provide more money to schools. The concept is a \$1 million program funded by the City of Sacramento. SacRT hopes to expand this to other jurisdictions in other neighborhoods. There is no impact to SacRT fares because the revenue will now be received from the City; however, should student ridership increase SacRT will not expect additional fare revenues from the City; it will be capped at that \$1 million amount. There are no service cost increases, so there is no impact to the fare

recovery ratio. Ridership should increase with approximately 1.1 million new student rides in fiscal year 2020.

Director Schenirer noted that this program is a little complicated because it involves multiple school districts, it gives young people the opportunity to get to places, gets young people on transit at an early age which will hopefully get them to be transit riders as they get older, and it gets people out of cars. Director Schenirer indicated that there is a professor at University of Texas, Austin who specializes in these types of transportation research projects, and would like to use his services for an evaluation to make sure SacRT is on the right track.

Director Serna wanted to clarify that the sticker would “run with the student” not with the geography of address. Director Schenirer indicated that it is for young people who either live in the City or go to school in the City. Director Serna asked if other jurisdictions who have implemented this program have perfected it. Casey Courtright indicated the SacRT is unique because SacRT operates outside of the City of Sacramento and has multiple school districts within the City. Peer comparisons have limitations around just one school district within their jurisdiction or the school district encompasses the entire region in which the transit district is operating. SacRT has worked hard to partner with the school districts to work with them to find the best implementation plan.

Director Jennings wanted clarification that students working in Sacramento would be able to utilize the sticker as well. Director Schenirer indicated that if they are a student by definition (K-12) and going to school in Sacramento, they are covered to ride anywhere on the SacRT system.

Director Nottoli wanted to know the eligibility for students in the Elk Grove USD that touch parts of South Sacramento in the City and a good portion of Sacramento City in the unincorporated and incorporated City of Rancho Cordova, Rosemont, and Lincoln Village areas. Casey Courtright indicated that some students would be covered, and others that would not be covered. The physical address of the school itself will determine which schools will be used for implementation; there will also be students who live within the City limits of Sacramento but attend school just outside the boundary. Staff is currently working with the City to determine the logistics of handing out the stickers to those individuals. 25 or 30% of Elk Grove school districts will receive stickers. 70% of Sacramento City Unified Schools may receive stickers depending on their physical address.

Director Schenirer indicated that the hope is that other cities and the County would participate in the program. Mr. Li indicated that SacRT is already discussing this program with other cities. Director Schenirer indicated that it would be a good idea for others to participate so that there is no equity issue and that the City Council passes the budget for this program on June 11.

**ACTION: NONE – Oral Presentation by Brent Bernegger.**

## **GENERAL MANAGER'S REPORT**

16. General Manager's Report
  - a. Quarterly (January – March 2019) Financial Update
  - b. SacRT Meeting Calendar

Mr. Li, Chair Kennedy and Vice Chair Hansen attended the 2019 Capitol to Capitol trip. During that trip, they met with American Public Transit Administration leadership updating them on a number of SacRT projects.

Mr. Li mentioned that the Urban Land Institute looked at re-envisioning the Florin and Meadowview light rail stations, and that ULI will be presenting their findings at a future Board meeting. Based on their report, a Request for Information was sent out to get feedback from potential developers on the Florin site. Staff is assembling an evaluation or advisory committee to review these responses. If there are any Board members interested in participating, please contact Cindy Brooks or Chris Flores.

Folsom annexed to SacRT and began operating bus service on February 4. SacRT has seen a 25% increase in local bus ridership (dial-a-ride and fixed bus service) since taking over operations. In the meantime, SacRT is working with the staff in the City of Elk Grove for a smooth transition for July 1.

Mr. Li noted that two leaders will join SacRT, the General Manager of Transdev, who provides the bus service for Yolo County Transportation Authority, Carmen Alba, and SacRT has hired the General Manager of e-tran bus service contracted by MV.

Mr. Li introduced Brent Bernegger who provided the third quarter financial report.

Mr. Bernegger indicated that surplus for the quarter (January – March 2019) – 1.7 million; year to date is 4.7 million; deferred revenue continues to grow – close to \$1 million; fare box recovery is down, but SacRT is still meeting its TDA requirement at 23% because we can supplement the fare box recovery; ridership comparison is up .5% compared to last fiscal year and the budget forecast to actuals is up 5%, year to date is only down 2% because of the fires which triggered some of the loss; projections for fiscal year 2019 are anticipated to be on par with fiscal year 2018.

Director Nottoli wanted to know if there is any limitation as to when the Measure A money could not be used to supplement the fare box recovery. Mr. Li indicated that the current Measure A money makes up about 200% of the fare box recovery ratio, so SacRT will not run out of that money.

## **REPORTS, IDEAS AND QUESTIONS FROM DIRECTORS, AND COMMUNICATIONS**

17. Paratransit Inc. Special Board Meeting – April 18, 2019 (Hume/Hansen)

No additional comments were provided.

## **CONTINUATION OF PUBLIC ADDRESSES BOARD ON MATTERS NOT ON THE AGENDA (If Necessary)**

## **ANNOUNCEMENT OF CLOSED SESSION ITEMS**

### **RECESS TO CLOSED SESSION**

The Board recessed to Closed Session at 7:05 p.m.

### **CLOSED SESSION**

1. Conference with Labor Negotiator  
Pursuant to Section 54957.6  
District Negotiator: Stephen Booth
  - (1) Employee Organization: ATU
2. Conference with Legal Counsel  
Pursuant to Gov. Code Section 54956.9(d)(2)  
Anticipated Litigation

One Case

### **RECONVENE IN OPEN SESSION**

### **CLOSED SESSION REPORT**

There was no closed session report.

### **ADJOURN**

\*Handout

As there was no further business to be conducted, the meeting was adjourned at 7:50 p.m.

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PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
2	06/10/19	Open	Action	05/24/19

Subject: Approving Delegation of Authority to the General Manager/CEO to Amend the Contract with Autolift Services, Inc. to add SacRT and Elk Grove Heavy Duty Lifts.

## ISSUE

Whether to approve the First Amendment to the Contract for Heavy-Duty Lifts: Annual Inspection, Preventative Maintenance, and On-Call Repair with Autolift Services, Inc. to add SacRT and Elk Grove Heavy Duty Lifts.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_, Approving the First Amendment to the Contract for Heavy Duty Lifts: Annual Inspection, Preventative Maintenance, and On-Call Repair with Autolift Services, Inc. to Add SacRT and Elk Grove Heavy Duty Lifts.

## FISCAL IMPACT

Budgeted:	Yes	FY20:	\$	11,050
Budget Source:	Operation	FY21:	\$	11,430
Funding Source:	Federal and Local	FY22:	\$	11,810
Cost Cntr/GL Acct(s) or Capital Project #:	CC 37 GL 630018	FY23:	\$	12,190
	CC 637 GL 630018			
Total Budget:	CC37 \$150,000 (Original Contract) CC637 \$53,200 (Amendment 1) CC37 \$5,850 (Amendment 1)	FY24:	\$	12,570

## DISCUSSION

Sacramento Regional Transit District (SacRT) is taking over Elk Grove e-Tran service effective July 1<sup>st</sup>, 2019, at which time SacRT will have contractual responsibility to maintain Elk Grove's 16 portable bus lifts, which must be maintained and repaired to keep them fully operational to ensure that e-Tran buses can be maintained and repaired in a timely manner. Staff wishes to add these lifts to SacRT's current heavy duty lift contract with Autolift Services, Inc. There are 3 additional pieces of SacRT owned equipment at the downtown Bus Maintenance Facility that Staff also desires to add to the contract as part of this amendment.

The contract with Autolift was awarded for \$150,000 under the General Manager/CEO's contract award authority following a Request for Quote solicitation that was publicly advertised through SacRT's eProcurement system. SacRT has obtained 5-year pricing from Autolift for the annual inspection and preventive maintenance of the Elk Grove lifts in the amount of \$31,200; Staff has also budgeted \$22,000 for on-call repairs during the term of the contract. An additional \$5,850 is

Approved:

Presented:

Final 06/15/19

General Manager/CEO

VP, Operations

J:\Board Meeting Documents\2019\09 June 10, 2019\2018101 Autolift Elk Grove Amendment #1 IP.doc



# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
2	06/10/19	Open	Action	05/24/19

Subject: Approving Delegation of Authority to the General Manager/CEO to Amend the Contract with Autolift Services, Inc. to add SacRT and Elk Grove Heavy Duty Lifts.

budgeted for maintenance and repair of the additional 3 SacRT lifts. The prices offered by Autolift for the additional work are the same as the competitive-bid rates. The amendment would add a 5 year total of \$59,050, putting the total contract not to exceed amount at \$209,050, which is above the General Manager/CEO's award authority.

Staff recommends that the Board approve this contract amendment.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING THE FIRST AMENDMENT TO THE CONTRACT FOR HEAVY DUTY LIFTS: ANNUAL INSPECTION, PREVENTATIVE MAINTENANCE, AND ON-CALL REPAIR WITH AUTOLIFT SERVICES, INC. TO ADD SACRT AND ELK GROVE HEAVY DUTY LIFTS.**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, pursuant to Section 1.505 of the Procurement Ordinance, the Board finds that there was no improper procurement splitting for this Contract and an amendment is required to increase the estimated quantities due to an unforeseeable change in circumstances, without a change in the scope of work and the price remains fair and reasonable.

THAT, the First Amendment to the Contract for Heavy Duty Lifts: Annual Inspection, Preventative Maintenance, and On-Call Repair by and between the Sacramento Regional Transit District (therein "SacRT") and Autolift Services, Inc. (therein "Contractor"), whereby the scope of work is amended to add additional SacRT and Elk Grove Heavy Duty Lifts and the total consideration is increased by \$59,050, from \$150,000 to \$209,050, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the foregoing amendment.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
3	06/10/19	Open	Action	05/24/19

Subject: Delegate Authority to the General Manager/CEO to Award and Execute a Contract for the Administration Building Lobby Remodel

## ISSUE

Whether or not to delegate authority to the General Manager/CEO to award a Contract for Administration Building Lobby Remodel.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_, Delegating Authority to the General Manager/CEO to Award and Execute a Contract for Administration Building Lobby Remodel.

## FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	10,000
Budget Source:	Capital	Next FY:	\$	190,000
Funding Source:	State/SB1/Operating	Annualized:	\$	N/A
Cost Cntr/GL Acct(s) or Capital Project #:	F030.08.01	Total Amount:	\$	200,000
Total Budget:	\$ 200,000			

## DISCUSSION

The Administration Building Lobby space is cramped and outdated. The space for visitors is inadequate for seating/waiting and the décor is not very inviting. The remodel will provide a larger open space by removing the partition that leads out to the atrium. A new wall with doorway will be constructed to secure the stairway and elevator area. The existing offices within the enlarged lobby area will be sealed off and access to those offices will be provided through the existing reception area.

Improvements will include new flooring within the lobby area, lighting, carpeting within the existing offices and reception area, wall/partition treatments, a wall and doorway securing the stairway and elevator area, wiring for new access keypads, wiring for security cameras, painting and minor HVAC improvements.

The Invitation to Bid was released on May 7, 2019, with bids due on June 5, 2019. The required 10-working-day protest period does not provide sufficient time to complete the procurement process for the Board of Directors to award a contract at this meeting. Due to the importance of this lobby remodel and a commitment to provide our customers, stakeholder and employees a better experience when entering SacRT's administration lobby, Staff recommends that the Board

Approved:

Presented:

Final 06/05/19  
General Manager/CEO

Director, Engineering and Construction

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# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
3	06/10/19	Open	Action	05/24/19

Subject: Delegate Authority to the General Manager/CEO to Award and Execute a Contract for the Administration Building Lobby Remodel

of Directors delegate authority to the General Manager/CEO to award and execute a contract for administration building lobby remodel for an amount not to exceed \$200,000.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO AWARD AND EXECUTE A CONTRACT FOR ADMINISTRATION BUILDING LOBBY REMODEL**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board hereby delegates authority to the General Manager/CEO to award and execute a Contract for Administration Building Lobby Remodel to the lowest responsive and responsible bidder after competitive bidding for an amount not to exceed \$200,000.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
4	06/10/19	Open	Action	05/30/19

Subject: Approving the Collective Bargaining Agreement (CBA) between Sacramento Regional Transit District and Amalgamated Transit Union Local 256 covering employees for the Elk Grove Service Line for a three year term July 1, 2019 through June 30, 2022.

## ISSUE

Whether or not to conditionally approve the terms for the Collective Bargaining Agreement between Sacramento Regional Transit District (SacRT) and Amalgamated Transit Union Local 256 (ATU 256) for employees for the Elk Grove Service Line for the three year period July 1, 2019 through June 30, 2022.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_\_, Conditionally Approving Terms for the Collective Bargaining Agreement between Sacramento Regional Transit District (SacRT) and Amalgamated Transit Union Local 256 (ATU 256) for Employees for the Elk Grove Service Line for the Three Year Period July 1, 2019 through June 30, 2022.

## FISCAL IMPACT

Budgeted:	Yes	FY 2020:	\$	4,662,069
Budget Source:	Operating Budget	FY 2021:	\$	4,810,511
Funding Source:	Elk Grove Contracted Services Revenue	FY 2022:	\$	4,963,787
Cost Cntr/GL Acct(s) or Capital Project #:	Various Labor GL Accounts Elk Grove Cost Centers	Total Amount:	\$	14,436,367

## DISCUSSION

In March 2019, SacRT and the City of Elk Grove executed an agreement pursuant to which SacRT will operate the Elk Grove transit service line known as etran. The service is currently provided through a service contract with a private company out of Dallas Texas, MV Transportation, Inc. (MVT). Employees of MVT working the etran service as bus drivers, mechanics, utility workers, dispatchers and reservationists are in a single bargaining unit and are represented by Amalgamated Transit Union, Local 256 (ATU). In order to provide continuity of service and to minimize adverse impacts upon current MVT employees, SacRT and Elk Grove have agreed that SacRT will offer limited term employment to current MVT employees working the etran service, subject to compliance with required pre-employment standards and processes. These employees will be employed as limited term employees in a discrete bargaining unit, preserving the current bargaining relationship with ATU 256, for those employees.

Approved:

Presented:

Final 06/05/19  
General Manager/CEO

AVP, Labor Relations and Human Resources  
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Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
4	06/10/19	Open	Action	05/30/19

Subject: Approving the Collective Bargaining Agreement (CBA) between Sacramento Regional Transit District and Amalgamated Transit Union Local 256 covering employees for the Elk Grove Service Line for a three year term July 1, 2019 through June 30, 2022.

SacRT and ATU 256 have negotiated a collective bargaining agreement for employees working in the Elk Grove service that largely mirrors the existing contract between ATU 256 and MVT with the following key provisions:

- Provides for both full-time and part-time employees to meet operational needs.
- Permits employees transitioning from MVT to SacRT to retain the relative seniority to each other which is not transferable to other SacRT service lines.
- Maintains current leave provisions, vacation accruals and approval processes.
- Maintains current holiday schedule.
- Provides for a 90 day probationary period of all employees, including those transitioning from MVT.
- Permits progressive discipline for just cause.
- Provides for adjustment of grievances up to and including binding arbitration.
- Retains a variety of work rules addressing safety, accident reporting, bidding for assignments, reduction in force, etc.
- Retains an objective attendance program.

The contract provides for three key enhancements for transitioning employees as follows:

- Recognizes employees' current wage progression and placement with 3% annual increases effective July 1, 2019, July 1, 2020 and July 1, 2021.
- Extends SacRT medical, dental and vision benefits to full time and eligible part-time employees with a 90% employer contribution to medical and 100% employer contribution to dental and vision benefits.
- Provides for an employer contribution to 401 (a) deferred compensation plan of 3% of base pay for each employee.
- Provides for additional vacation accrual for longer term employees who transition to SacRT employment.

The contract also incorporates key non-economic changes as follows:

- Incorporates the SacRT Drug and Alcohol Testing Policy.
- Incorporates the SacRT policy regarding personal electronic devices.
- Incorporates post-*Janus* union security provisions.
- Incorporates pre-deprivation (*Skelly*) rights for suspensions and terminations. MVT as a private sector employer was not subject to the same legal requirements as SacRT as a public employer.

Staff recommends that the Board conditionally approve the contract terms to be effective July 1, 2019 through June 30, 2022 and authorize the General Manager/CEO to execute the final Agreement upon ratification by the ATU membership.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**CONDITIONALLY APPROVING TERMS FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN SACRAMENTO REGIONAL TRANSIT DISTRICT AND AMALGAMATED TRANSIT UNION LOCAL 256 FOR EMPLOYEES FOR THE ELK GROVE SERVICE LINE FOR THE THREE YEAR PERIOD JULY 1, 2019 THROUGH JUNE 30, 2022.**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Collective Bargaining Agreement (CBA) between Sacramento Regional Transit District (SacRT) and Amalgamated Transit Union Local 256 (ATU 256) establishing compensation, benefits and other terms and conditions of employment for employees working in the Elk Grove service line, is hereby conditionally approved pending ratification by the ATU.

THAT, the General Manager/CEO is hereby authorized to bind SacRT to the CBA with ATU 256 establishing compensation, benefits and other terms and conditions of employment for employees working in the Elk Grove service line.

THAT, the General Manager/CEO is hereby authorized to execute the CBA on behalf of SacRT and to implement its terms upon ratification by the ATU membership.

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PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary



# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
5	06/10/19	Open	Action	05/31/19

Subject: Approve the Project List for Funding Under the Roadway Repair and Accountability Act (SB1) State of Good Repair Program for Fiscal Year 2020

## ISSUE

Whether to approve the Project List for funding under the Roadway Repair and Accountability Act of 2017 (SB1) State of Good Repair Program for Fiscal Year 2020.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_\_, Approving the Project List for Funding Under the Roadway Repair and Accountability Act (SB1) State of Good Repair Funds for Fiscal Year 2020.

## FISCAL IMPACT

Funding in the amount of \$2,602,514 is estimated for the State of Good Repair program in Fiscal Year (FY) 2020.

## DISCUSSION

The Roadway Repair and Accountability Act of 2017 (SB1) was signed by Governor Brown on April 28, 2017. This bill included an estimated \$5.2 Billion per year for State-wide transportation improvements raised via a variety of transportation related taxes and fees. One of the revenue sources is named the Transportation Improvement Fee (TIF) which is assessed when vehicles are renewed as of January 1, 2018. The TIF is anticipated to raise an average of \$1.6 Billion per year. Of this amount, approximately \$105 Million per year is slated to bolster State Transit Assistance (STA) funding provided it is used for state of good repair (SGR) items consisting of either capital projects or applicable operating expenses (such as preventative maintenance). SacRT's share of these funds is estimated at approximately \$2.6 Million, which will be used for preventative maintenance.

SacRT's estimated annual preventative maintenance costs are estimated at \$36.7 Million for FY 2020. SacRT anticipates receiving \$29.3 Million of Federal preventative maintenance funds to support SacRT's preventative maintenance activities. The SB1 SGR funds will help cover preventative maintenance costs that will not be covered by Federal funds. In order to receive this annual source of funding, the SacRT Board must adopt a Project List, which is included as Exhibit A to the proposed Resolution. The approved Project List is due to SACOG by June 30, 2019.

Staff recommends adoption of the Project List, which is necessary to receive funding for the Roadway Repair and Accountability Act (SB1) State of Good Repair Program for FY 2020.

Approved:

Presented:

Final 06/05/19

General Manager/CEO

Director, Office of Management and Budget

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RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2018

**APPROVING THE PROJECT LIST FOR FUNDING UNDER THE  
ROADWAY REPAIR AND ACCOUNTABILITY ACT (SB1) STATE OF  
GOOD REPAIR PROGRAM FOR FISCAL YEAR 2020**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, Sacramento Regional Transit District (SacRT) is an eligible project sponsor and may receive State Transit Assistance funding from the State of Good Repair Account (SGR) now or sometime in the future for transit projects.

THAT, the Statutes related to state-funded projects require a local or regional implementing agency to abide by various regulations.

THAT, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR.

THAT, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible project sponsors (local agencies).

THAT, the Board authorizes the list of SacRT projects, attached hereto as Exhibit A, for which SGR funding is hereby committed.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# EXHIBIT A

State of Good Repair Project Information												
Recipient/Region <i>Auto-Populated</i>	Sub-Recipient/Operator <i>Dropdown Selection</i>	Project Title <i>Project Titles must match if appearing on a previous list. Max 75 Characters</i>	Project Description <i>Max 300 Characters. If you need more space place additional information in Notes</i>	Asset Type <i>Dropdown Selection</i>	Project Category <i>Dropdown Selection</i>	Current Condition of Asset <i>Dropdown Selection</i>	Useful Life If applicable <i>In Years</i>	Project Dates		Project Location City	Project Location County	Existing State of Good Repair Project
								Project Start Date <i>MM/DD/YYYY</i>	Project Completion Date <i>MM/DD/YYYY</i>			
												<i>New</i>
Sacramento Area Council of Governments	Sacramento Regional Transit System	Preventive Maintenance	These funds will be used for preventive maintenance for bus and rail.	Other	Maintenance	Fair	N/A	07/01/2019	06/30/2020	Sacramento County (various cities and unincorporated areas)	Sacramento County	

SGR Costs							Non-SGR Costs			Total Project	Legislative Districts			Notes, Comments, Additional Information
2019-20 SGR Costs 99313	2019-20 SGR Costs 99314	Total SGR Costs 99313	Total SGR Costs 99314	Total Other SB1 Costs <i>Please Identify Program in Notes</i>	Total STA Costs - <u>Not Including SGR</u>	Total All Other Funds	Congressional	Senate	Assembly					
\$ 1,756,353	\$ 846,161	\$ 1,756,353	\$ 846,161			\$ 34,055,406	\$ 36,657,920	CD-3, CD-6, CD-7	SD-1, SD-3, SD-4, SD-6, SD-8	AD-6, -AD-7, AD-8, AD9	This will ensure that SacRT services continue to operate in a safe and effective manner.			

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
6	06/10/19	Open	Action	05/29/19

Subject: Rescheduling the July 22, 2019 Board Meeting at 5:30 as a Special Board Meeting on July 22, 2019 at Noon.

## ISSUE

Whether or not to change the location and time of the next scheduled SacRT Board meeting on July 22, 2019 from the SacRT Auditorium to the Stanley Mosk Library and Courts Building, Meeting Room 500, Sacramento, CA.

## RECOMMENDED ACTION

Motion: Rescheduling the Next Regularly Scheduled Meeting on July 22, 2019 as a Special Meeting on July 22, 2019 to Begin at Noon and to be Held at the Stanley Mosk Library and Courts Building, 914 Capitol Mall, Meeting Room 500, Sacramento, CA.

## FISCAL IMPACT

None as a result of this action.

## DISCUSSION

Under Section 3.111 of this Board's Rules of Procedure, a SacRT Board meeting is a specially scheduled meeting, if it is held on a different day or at a different time or location than is established for regularly scheduled SacRT Board meetings.

The annual meeting calendar adopted in December 2018 provides that the next meeting on July 22 will be held at the SacRT Auditorium. However, staff is proposing that the 5:30 p.m. meeting be re-scheduled to begin at Noon, and be moved to the Stanley Mosk Library and Courts Building, 914 Capitol Mall, Meeting Room 500, Sacramento, for the purposes of holding a Board Retreat to develop a vision for the future of Sacramento Regional Transit.

By approving the proposed action, the July 22nd meeting will be a special meeting to conduct a Board Retreat beginning at Noon.

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Approved:

Presented:

Final 06/05/19

General Manager/CEO

VP, Integrated Services and Strategic Initiatives

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# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
7	06/10/19	Open	Action	05/31/19

Subject: Delegating Authority to General Manager/CEO to Execute a Grant Deed for the Retention of a Portion of 7745 Laurie Way in Sacramento, CA (APN: 053-0074-004)

## ISSUE

Whether to delegate authority to General Manager/CEO to execute a grant deed for the retention of a portion of 7745 Laurie Way in Sacramento, CA (APN: 053-0074-004).

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_\_, Delegating Authority to General Manager/CEO to Execute a Grant Deed for the Retention of a Portion of 7745 Laurie Way in Sacramento, CA (APN: 053-0074-004).

## FISCAL IMPACT

None as a result of this action.

## DISCUSSION

On June 9, 2014, the Board adopted Resolution No. 14-06-0060, declaring the property located at 7745 Laurie Way in Sacramento, CA (APN: 053-0074-004), hereinafter referred to as "Subject Property," as surplus.

The Subject Property is a single family residence that was acquired by Sacramento Regional Transit District (SacRT) in February of 2013 as part of the South Sacramento Corridor Phase 2 (SSCP2) light rail extension project. SacRT required a significant portion of the previous owners' backyard, and as the previous owners' enjoyment of the property was significantly impaired, was required to purchase the Subject Property in its entirety. Subject to the terms of the Federal Transit Administration's (FTA) Uniform Relocation Assistance and Real Property Acquisition Policies Act, SacRT allowed the former owners to rent the property back from SacRT after SacRT acquired the property, while the former owners searched for a replacement house. The former owners vacated the property on January 10, 2014.

On October 21, 2016, the FTA's Regional Administrator granted concurrence to SacRT's request to dispose of the Subject Property and approved SacRT's request to apply the sale proceeds to easement costs associated with the SSCP2 project.

While preparing to dispose of the property, SacRT staff found that SacRT had not yet split the parcel into two parcels, one parcel being retained by SacRT as part of the light rail right of way and the other parcel containing the home and being subject to disposition. SacRT must now split the parcel and retain for itself a fee interest in a portion of the Subject Property for the light rail right of way. The General Manager/CEO does not have the authority to deed a fee interest in

Approved:

Presented:

Final 06/05/19

General Manager/CEO

VP, Finance/CFO

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
7	06/10/19	Open	Action	05/31/19

Subject: Delegating Authority to General Manager/CEO to Execute a Grant Deed for the Retention of a Portion of 7745 Laurie Way in Sacramento, CA (APN: 053-0074-004)

property owned by SacRT, even if the property will be deeded to SacRT. Thus, in order for SacRT to record a Grant Deed for this parcel, the Board must delegate authority to the General Manager/CEO, giving him the authority to record a Grant Deed that retains a fee interest over a portion of the Subject Property.

Staff recommends that the Board delegate authority to the General Manager/CEO the authority to record a Grant Deed retaining a fee interest to SacRT over a portion of the Subject Property that must be retained for SacRT's light rail right of way on the Blue Line.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**DELEGATING AUTHORITY TO GENERAL MANAGER/CEO TO EXECUTE A GRANT  
DEED FOR THE RETENTION OF A PORTION OF 7745 LAURIE WAY IN  
SACRAMENTO, CA (APN: 053-0074-004)**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the General Manager/CEO is hereby authorized to execute and record a  
grant deed for the retention of a portion of the property owned by the Sacramento Regional  
Transit District known as APN:053-0074-004.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
8	06/10/19	Open	Action	06/03/19

Subject: Armored Car Service Contract Ratification and Extension

## ISSUE

Whether or not to ratify the General Manager/CEO's execution of the auto-renewing Brinks Services Agreement and approve a sole source justification for continuing the contract until June 30, 2020

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_, Ratifying the General Manager/CEO's 2009 Execution of the Brinks Services Agreement for Armored Car Services and Approving a Sole Source Justification for Continuing the Contract Until June 30, 2020.

## FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	20,000.00
Budget Source:	Operating	Next FY:	\$	24,000.00
Funding Source:	GL 63003 CC 45	Annualized:	\$	22,000.00
Cost Cntr/GL Acct(s) or Capital Project #:		Total Amount:	\$	44,000.00
Total Budget:	\$ 24,000.00			

## DISCUSSION

SacRT entered into an indefinite auto-renewing Service Agreement with Brinks on July 1, 2009 for armored car services. The agreement requires that a notice of intent to terminate be provided at least 60 days prior to the end of the then-current term in order to be effective. The contract did not include a not-to-exceed amount, which allowed SacRT to retain the services year after year without contract renewals. Because such auto-renewing agreements can eventually exceed the General Manager/CEO's contracting authority and the formal solicitation threshold, they cannot be signed by the General Manager/CEO unless they contain a cap on the total consideration and meet the applicable competition requirements. Through an oversight in the contract review process, the Brinks Service Agreement was executed without the required cap.

During a review of contract and purchase order limits, the Procurement Department discovered that the Brinks contract value had exceeded \$100,000, which was the General Manager/CEO's signing authority and the formal solicitation threshold for services at the time the Service Agreement was executed (the current limit is \$150,000). The total contract value is currently \$170,789, which will allow services through June 30, 2019. Based on the terms of the Service

Approved:

Presented:

Final 06/05/19

General Manager/CEO

Treasury Controller

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Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
8	06/10/19	Open	Action	06/03/19

Subject: Armored Car Service Contract Ratification and Extension

Agreement, because no termination notice was provided, the Service Agreement will continue until June 30, 2020 if ratified by the Board.

Section 1.105, "Ratification of Unauthorized Procurement" of the Procurement Ordinance permits the Board to ratify an unauthorized procurement if: (1) the supplies or services have been provided to and accepted by SacRT or SacRT will otherwise benefit from the unauthorized procurement; (2) the ratifying official (in this case the Board), has the authority to enter into the contract; (3) the contract would have been proper if made by an appropriate contracting officer; (4) the price is fair and reasonable; and (5) sufficient funds are available.

SacRT must maintain armored car services to safely transport currency and coins collected on buses and at light rail stations around the system. No other service supplier can provide armored car services at this time because a full Request for Proposals (RFP) process needs to be completed. Due to staffing demands and necessary changes to the scope of services, it is not feasible to complete an RFP process before July 1, 2019. The costs being charged by Brinks are considered fair and reasonable because the cost of service has been consistent with only modest increases year over year, for the past ten years. Further, there are sufficient funds available in FY19 and FY20 to cover the cost of the contract.

If the Board does not act to ratify the existing contract, Staff will be left without a vendor to provide these critical services. During FY20, Staff will actively work on completing a competitive solicitation process for armored car service and other potential value added services from prospective vendors.

Per Procurement Ordinance Article 1.405, Noncompetitive and Sole Source Procurement, B.2 Non-Federally-Funded Procurements, for Contracts that are not federally-funded, a noncompetitive Procurement is permitted for Professional and Nonprofessional Service Contracts, when the General Manager/CEO or Board, as applicable, determines that it is in the best interests of SacRT to solicit only one consultant without compliance with the competitive solicitation procedures set forth in Article III.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**RATIFYING THE GENERAL MANAGER/CEO'S 2009 EXECUTION OF THE BRINKS SERVICES AGREEMENT FOR ARMORED CAR SERVICES AND APPROVING A SOLE SOURCE JUSTIFICATION FOR CONTINUING THE CONTRACT UNTIL JUNE 30, 2020**

WHEREAS, on July 1, 2009, the then-current General Manager/CEO executed the Brinks Service Agreement by and between the Sacramento Regional Transit District (therein "Customer") and Brinks U.S. (therein "Brinks") for armored car services for an indefinite term with no cap on the total consideration, an action in excess of his contracting authority; and

WHEREAS, the total consideration due under the Agreement through the end of the current fiscal year will be \$170,789; and

WHEREAS, SacRT must maintain armored car services to safely transport currency and coins collected on buses and at light rail stations around the system; and

WHEREAS, Section 1.105, "Ratification of Unauthorized Procurement" of the Procurement Ordinance permits the Board to ratify an unauthorized procurement if: (1) the supplies or services have been provided to and accepted by SacRT; (2) the ratifying official has the authority to enter into the contract; (3) the contract would have been proper if made by an appropriate contracting officer; (4) the price is fair and reasonable; and (5) sufficient funds are available.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, in accordance with Section 1.05 of the Procurement Ordinance, the Board of Directors hereby ratifies the General Manager/CEO's execution of the July 1, 2009 Brinks Services Agreement; and

THAT, under Section 1.405 B.2 of the SacRT Procurement Ordinance, sole source procurement for services is permitted upon a determination that it is in the best interest of Sacramento Regional Transit District (SacRT) to solicit only one contractor; and

THAT, because it is infeasible to complete the required Request for Proposal process and avoid a break in these critical services, it is in SacRT's best interest to ratify the existing Brinks Service Agreement and continue the Service Agreement until June 30, 2020.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
9	06/10/19	Open	Action	06/03/19

Subject: Approving the Third Amendment to the Transit Operations and Maintenance Agreement with the City of Rancho Cordova

## ISSUE

Whether or not to approve the Third Amendment to the Transit Operations and Maintenance Agreement Between the City of Rancho Cordova and Sacramento Regional Transit District

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_\_, Approving the Third Amendment to the Transit Operations and Maintenance Agreement Between the City of Rancho Cordova and Sacramento Regional Transit District

## FISCAL IMPACT

Budgeted: Yes	FY 2020:	\$	480,046.52
Budget Source: Costs Reimbursed by The City of Rancho Cordova	FY 2021:	\$	492,110.30
Funding Source: Local Source	FY 2022:	\$	504,488.94
Cost Center 77 Community Bus Serv. Revenue GL Acct 420923	Total Amount:	\$	1,476,645.76

## DISCUSSION

Since 2009, SacRT has contracted with the City of Rancho Cordova (City) to operate commute-hour bus service between the Zinfandel Light Rail Station and the homes and businesses south of Folsom Boulevard and Highway 50. City staff has requested an extension of the current contract for an additional three-year term, with seven one-year options for City to extend the contract at specified fixed rates. The current contract expires on June 30, 2019. The contracted service is known as the Rancho Cordovan. The agreement will be automatically extended each year after the third year unless City provides notice at least 60 days in advance of the end of the current term of its intent to terminate the Agreement.

The funding for the service will be from local tax funds collected by the City. SacRT will be paid a fixed rate per revenue vehicle hour of service, plus a monthly management fee to cover "overhead costs" associated with the contract. While Staff anticipates that these rates will cover SacRT's cost to operate the service, both for 3-year term extension and during the option years, SacRT has no right to terminate the Agreement if it is operating the service at a loss.

Approved:

Presented:

Final 06/05/19

General Manager/CEO

VP, Operations

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
9	06/10/19	Open	Action	06/03/19

Subject: Approving the Third Amendment to the Transit Operations and Maintenance Agreement with the City of Rancho Cordova

Notwithstanding the above risks, Staff believes this agreement offers an opportunity to continue providing high-quality transit service to an underserved area and strengthen the SacRT presence in Rancho Cordova.

In addition to the extension of time, the proposed Third Amendment would waive SacRT's right to claim past-due monthly management fees. Beginning in December 2010, SacRT Staff began billing City for a reduced monthly management fee amount (roughly half of the contractually-specified amount), without amending the Principal Agreement. The reduced monthly management fees would be permanently and retroactively incorporated into the Third Amendment.

Staff recommends that the Board approve the Third Amendment to the Transit Operations and Maintenance Agreement Between the City of Rancho Cordova and Sacramento Regional Transit District.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING THE THIRD AMENDMENT TO THE TRANSIT OPERATIONS AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF RANCHO CORDOVA AND SACRAMENTO REGIONAL TRANSIT DISTRICT**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Third Amendment to the Transit Operations and Maintenance Agreement Between the City of Rancho Cordova and Sacramento Regional Transit District, whereby the term is extended by 3 years, City has options to extend for up to 7 additional one-year terms, the Price Formulas are updated for the extended term, and RT agrees to waive rights related to past under-billing, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute the foregoing Third Amendment.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
10	06/10/19	Open	Action	05/29/19

Subject: Approving the Second Amendment to the Personal Services Contracts for Temporary Employment with Security and Safety Administrator, Mark Sakauye, and Security and Safety Program Specialists, Benjamin Louie and Tino Bamberger.

## ISSUE

Whether or not to approve Second Amendments to the Personal Services Contracts for Temporary Employment with the Security and Safety Administrator, Mark Sakauye, and Security and Safety Specialists, Benjamin Louie and Tino Bamberger.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_\_, Approving Second Amendments to the Personal Services Contracts for Temporary Employment with the Security and Safety Administrator, Mark Sakauye, and Security and Safety Specialists, Benjamin Louie and Tino Bamberger.

## FISCAL IMPACT

Budgeted:	Yes	FY2019:	\$	0
Budget Source:	Operating and Capital	FY2020:	\$	140,000
Funding Source:	Local and Federal			
Cost Cntr/GL Acct(s) or Capital Project #:	GL 510025 CC 36 = \$131,928	Total Amount:	\$	140,000
	GL 910800 WBS T056 = <u>\$8,072</u>			
	\$140,000			
Total*:	\$ 140,000			

## DISCUSSION

In May 2018, the Board approved (Resolution No. 18-05-0041) First Amendments to the Personal Services Contracts with Mark Sakauye as the Security and Safety Administrator, and Benjamin Louie and Tino Bamberger as the Security and Safety Program Specialists. Their contracts are set to expire on June 30, 2019. With SacRT's strong emphasis on security and safety, staff is still in need of their services.

Funding for the security and safety contractors is through the operating budget as well as a grant, which will help offset some of the cost. The Federal Emergency Management Agency (FEMA) announced its awards for the FY2018 Transit Security Grant Program (TSGP). SacRT was awarded a total of \$138,022 over the course of 36 months. The grant allocates \$67,199 of the \$138,022 for funding three emergency preparedness exercises, one per year, over a 36-month period of performance allowed under the grant. One exercise would focus

Approved:

Presented:

Final 06/05/19

General Manager/CEO

VP, Security and Safety

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Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
10	06/10/19	Open	Action	05/29/19

Subject: Approving the Second Amendment to the Personal Services Contracts for Temporary Employment with Security and Safety Administrator, Mark Sakauye, and Security and Safety Program Specialists, Benjamin Louie and Tino Bamberger.

primarily on light rail, one would focus on bus and the third exercise would focus on command and control and communication issues within the system. All three exercises would be focused on terrorism related events. Of the \$67,199, \$8,072 per year over a 3-year period is allocated for security contractors to design and develop the emergency exercises, coordinate with outside agencies and facilitate the exercises. These table top exercises helped SacRT secure the TSA Gold Standard Award.

Under the direction of SacRT’s VP of Security and Safety, the security and safety contractors that will be funded partially under the grant are listed below:

Mark Sakauye: Security and Safety Administrator

Sakauye retired as a Police Lieutenant from the Sacramento Police Department after twenty-nine years in law enforcement. Fifteen of those years were served at SacRT. Sakauye served as SacRT’s Chief of Police Services during the latter part of his career at SacRT. Sakauye will perform the job functions listed below due to his in-depth knowledge of security administration and his familiarity of SacRT:

- Oversee the administration of SacRT’s System Security Program Plan including the performance of specific safety and security tasks as wells as monitoring and providing support for the system security/safety activities and training throughout SacRT.
- Serve as the SacRT’s Police Services representative of the Safety and Security Committee and the liaison between the Security Committee and SacRT.
- Assist with the oversight and management of the SacRT Security Operations Center (SOC).
- Serve as the Project Manager on the U.S. Department of Homeland Security Transit Security Grant Program (TSGP).
- Researching and identifying applicable grant funding opportunities and working with SacRT’s Chief of Police Operations and Finance Division in applying for funding for SacRT’s safety and security projects, equipment, drills and exercises.
- Provide training for Transit Agents and Transit Officers on SacRT rules and applicable laws, radio communications, professional communication and SacRT fare structure.
- Be the point of contact for both state and federal agencies for security assessments and audits.
- Oversee the other security and safety personal services contractors.
- Design, develop, coordinate and conduct safety and security mandated emergency exercises.
- Create, update and maintain safety and security documents.
- Other security and safety duties as assigned.

Staff recommends the approval of the Second Amendment to the Personal Services Contract



Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
10	06/10/19	Open	Action	05/29/19

Subject: Approving the Second Amendment to the Personal Services Contracts for Temporary Employment with Security and Safety Administrator, Mark Sakauye, and Security and Safety Program Specialists, Benjamin Louie and Tino Bamberger.

for Temporary Employment with Mark Sakauye as the Security and Safety Administrator, wherein the total consideration is increased by \$60,000 from \$137,500 to \$197,500 and the Contract is extended to June 30, 2020.

Benjamin Louie: Security and Safety Program Specialist

Louie retired as a Police Officer from the Sacramento Police Department after thirty-one years in law enforcement. Ten of those years were served at SacRT.

Louie will perform the job functions listed below due to his qualification skills and experience.

- Coordinate community outreach events such as Community Education on Transit Safety and Personal Safety.
- Coordinate Emergency Preparation (E-Prep) and Crime Prevention through Environmental Design (CPTED), and transit safety/security and evaluate threat and vulnerability of SacRT's facilities.
- Teach operational skills and communication skills to SacRT's Customer Service Division.
- Provide training for current and incoming SacRT Police Officers and Deputies as well as allied law enforcement agencies, in the following training areas; researching and teaching applicable transit related legal codes, statutes and regulations; Transit Terrorist and Tactics (T4); Train the Trainer for System Security Awareness for Transit Employees; Train the Trainer for Terrorist Activity Recognition; VTT presenter and Response for Transit employees.
- Analyze intelligence information for numerous government entities as it relates to transit.
- Provide training for Transit Agents and Transit Officers on SacRT rules and applicable laws, radio communications, professional communication and SacRT's fare structure.
- Design, develop, coordinate and conduct safety and security emergency exercises.
- Draft exercise plans and after-action reports for SacRT's exercises and drills.
- Give monthly presentations during New Employee Orientations in the following areas:
  - Summary of RTPS
  - System Security
  - Professional Communication Skills
  - Community Safety Programs
  - Identify Operating Procedures for suspicious person and packages
  - Active Shooter
  - Personal Safety
  - Violence in the Workplace
- Provide security related informational topics to SacRT employees when requested.
- Create, update and maintain safety and security documents.

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10	06/10/19	Open	Action	05/29/19

Subject: Approving the Second Amendment to the Personal Services Contracts for Temporary Employment with Security and Safety Administrator, Mark Sakauye, and Security and Safety Program Specialists, Benjamin Louie and Tino Bamberger.

- Other security and safety duties as assigned.

Staff recommends the approval of the Second Amendment to the Personal Services Contract for Temporary Employment with Benjamin Louie as the Security and Safety Program Specialist, wherein the total consideration is increased by \$40,000 from \$127,500 to \$167,500 and the Contract term is extended to June 30, 2020.

Tino Bamberger: Security and Safety Program Specialist

Bamberger retired as a Police Officer from the Sacramento Police Department after twenty-eight years in law enforcement. Ten of those years were served at SacRT.

Federal and State Regulators have mandated SacRT to enact numerous security program changes and enhancements since the September 11, 2001 attacks. Failure to meet these mandates would put SacRT at risk of losing funding and/or having operations suspended by regulatory agencies on both the state and federal level.

Bamberger's primary job duties are described below:

- Maintain SacRT's System Security Plan (SSP). The SSP is mandated by the California Public Utilities Commission (CPUC) under General Order 164-E and by the Federal Transit Administration (FTA) / Transportation Security Administration (TSA) under 49 CFR 659.19. SacRT's SSP was created by Bamberger. The CPUC recertified SacRT's SSP on March 25, 2019.
- Regularly update and maintain SacRT's Threat and Vulnerability Assessments (TVA). The TVA's are also mandated by CPUC General Order 164-E and by the FTA/TSA under 49 CFR 659.23. TVA's are required for all aspects of operations and must be integrated with the safety certification process. SacRT's TVA's were created by Bamberger and have been audited several times by both the CPUC and the FTA/TSA and have never been found to be deficient.
- Responsible for regulatory security audits. This includes the yearly CPUC internal audits, the CPUC triennial audits, the FTA/TSA biennial BASE audit and any other audits to which SacRT is subject. Bamberger has been responsible for SacRT's regulatory security audits for several years. The last FTA/TSA BASE audit received multiple industry commendations for "smart security practices."
- Perform the security portion of Preliminary Hazard Analysis projects as required by regulation for all extensions. Also, performing Crime Prevention through Environmental Design (CPTED) assessments for SacRT, whether in response to regulations for new/renovation projects or to address criminal issues existing within the current system.
- Continue to act as the grant writer for security and safety related grants. Bamberger has extensive experience in this area and has secured well over a million dollars in

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10	06/10/19	Open	Action	05/29/19

Subject: Approving the Second Amendment to the Personal Services Contracts for Temporary Employment with Security and Safety Administrator, Mark Sakauye, and Security and Safety Program Specialists, Benjamin Louie and Tino Bamberger.

grant funding for SacRT. Security grant funding is linked to SacRT having current TVA's and an approved SSP.

- Draft exercise plans and after-action reports for SacRT's exercises and drills as well as assist in the execution of the exercises as exercise staff.
- Draft departmental Standard Operating Procedures (SOP) to address audit and exercise related issues as they arise.
- Produce monthly crime statistic reports. Act as SacRT's Police Services' Crime Analyst. Continue to be responsible for SacRT's monthly entries into the FTA's National Transit Database (NTD) as required by Federal regulation. This task requires access to the controlled databases of local law enforcement.
- Responsible for maintaining scheduling information for all Transit Officers and Transit Agents in Sacramento County's "Subpoena Tracker" program. This program helps reduce SacRT's court overtime costs by scheduling fare enforcement court appearances during normal work hours.
- Assist in security training and producing training materials as needed.
- Create, update and maintain safety and security documents.
- Other security and safety duties as assigned.

Staff recommends the approval of the Second Amendment to the Personal Services Contract for Temporary Employment with Tino Bamberger as the Security and Safety Program Specialist, wherein the total consideration is increased by \$40,000 from \$127,500 to \$167,500 and the Contract term is extended to June 30, 2020.

Sakauye, Louie and Bamberger each have unique experience with law enforcement in public transportation. Contracting with these individuals will help the Security and Safety Division with their mission of providing for all aspects of security and safety for SacRT. The work of these individuals helped SacRT receive the TSA Gold Standard Award.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING SECOND AMENDMENTS TO THE PERSONAL SERVICES CONTRACTS FOR TEMPORARY EMPLOYMENT WITH THE SECURITY AND SAFETY ADMINISTRATOR, MARK SAKAUYE, AND SECURITY AND SAFETY SPECIALISTS, BENJAMIN LOUIE AND TINO BAMBERGER**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Second Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Mark Sakauye, therein referred to as "Contractor," whereby the total consideration is increased by \$60,000 from \$137,500 to \$197,500 and the term is extended to June 30, 2020, is hereby approved.

THAT, the Second Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Benjamin Louie, therein referred to as "Contractor," whereby the total consideration is increased by \$40,000 from \$127,500 to \$167,500 and the term is extended to June 30, 2020, is hereby approved.

THAT, the Second Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Tino Bamberger, therein referred to as "Contractor," whereby the total consideration is increased by \$40,000 from \$127,500 to \$167,500 and the term is extended to June 30, 2020, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said Second Amendments.

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PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
11	06/10/19	Open	Action	05/31/19

Subject: Security Operations Center Personal Services Contract Employees

## ISSUE

Whether or not to approve the Third Amendment to the Personal Services Contracts for Temporary Employment with 1 Security Operations Center Manager, 1 Security Operation Center Lead Supervisor, and 1 Security Operation Center Supervisor; the Second Amendment to the Personal Services Contracts for Temporary Employment with 5 Security Operation Center Specialists; and the First Amendment to the Personal Services Contracts for Temporary Employment with 6 Security Operation Center Specialists

## RECOMMENDED ACTION

- A. Adopt Resolution No. 19-06-\_\_\_\_\_, Approving the Third Amendment to the Personal Services Contracts for Temporary Employment with 1 Security Operations Center Manager, 1 Security Operation Center Lead Supervisor, and 1 Security Operation Center Supervisor; and
- B. Adopt Resolution No. 19-06-\_\_\_\_\_, Approving the Second Amendment to the Personal Services Contracts for Temporary Employment with 5 Security Operation Center Specialists; and
- C. Adopt Resolution No. 19-06-\_\_\_\_\_, Approving the First Amendment to the Personal Services Contracts for Temporary Employment with 6 Security Operation Center Specialists

## FISCAL IMPACT

Budgeted:	Yes	FY2019:	\$	0
Budget Source:	Operating	FY2020:	\$	605,000
Funding Source:	Local			
Cost Cntr/GL Acct(s) or Capital Project #:	GL 510025 CC 36	Total Amount:	\$	605,000

Total Amendments:\$ 605,000\*

\*The aggregate maximum total consideration for all personal services contracts is set at a combined \$605,000 to encompass additional hours due to emergencies, special events and/or crime series. Staff anticipates that SacRT will only spend approximately \$557,960 excluding FICA.

Approved:

Presented:

Final 06/05/19

General Manager/CEO

VP, Security and Safety

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Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
11	06/10/19	Open	Action	05/31/19

Subject: Security Operations Center Personal Services Contract Employees

## DISCUSSION

In March 2017, the Board approved (Resolution No. 17-03-0029) the personal services contracts for temporary employment for the Security Operations Center (SOC) staff. SOC staff were assigned to SacRT under the G4S Security Guard contract. Transitioning them to Personal Services Contracts (PSC) resulted in a cost savings of approximately \$150,148 from March 16, 2017 to June 30, 2018.

In June 2018, the Board approved (Resolution No. 18-06-0053) the amendments for the SOC staff increasing all their hourly rates by \$1.00, modifying their Scope of Work to add duties to be performed and extending the term of their PSCs to end June 30, 2019. Their contracts are set to expire and SacRT is still in need of their services.

In July 2018, SacRT implemented a bonus retention program for the SOC employees. Because the SOC employees are temporary employees, retention has become an issue because SacRT often loses trained SOC staff who leave for permanent benefited positions elsewhere. To encourage the SOC employees to stay, SacRT implemented a program to provide a one-time, bonus retention program. Any SOC employee who maintains employment with SacRT for a continuous 6 months between July 1, 2018 and June 30, 2019, will be entitled to receive one \$1000 retention bonus. The majority of the SOC employees whose contracts are being extended received the retention bonus in April 2019. Because the program has been successful at achieving retention of the SOC employees, SacRT staff recommends extending the program to offer the SOC employees the opportunity to earn a second retention bonus. The extended program will provide SOC employees who work for a continuous 12 months during the time period beginning July 1, 2019 and ending June 30, 2020, a \$1000 retention bonus payment.

The SOC is responsible for monitoring more than 1,500 cameras on SacRT buses, light rail trains and stations and recovering footage from any incident that occurs in the system. Other responsibilities include running identity checks on individuals without photo identification, and generating calls for service. The SOC receives calls from members of the public on the crime tip hotlines and the SacRT mobile reporting app. This provides patrons with a way of reporting incidents on SacRT's system. The SOC staff is also responsible for monitoring the fare vending machine burglar and service alarms. SOC staff are not sworn law enforcement officers, but must pass a Sacramento Police Department (SPD) background check and be accepted and maintain an active status in the SPD Volunteer Program. The SOC is housed in the Sacramento Real Time Crime Center on 300 Richards Blvd and operates 24 hours a day, 7 days a week. This is a high-tech center that features an array of surveillance cameras throughout the City of Sacramento.

With SacRT's strong emphasis on safety and security, SacRT needs the services of 1 SOC Manager, 2 SOC Supervisors, and 13 full-time SOC Specialists (3.5 Specialists positions are currently vacant) for minimum staffing. Some of the SOC Specialists will work full-time and some will work part-time to help fill in the gaps in service when full-time specialists are unavailable. Due to emergencies, special events and/or crime series, overtime is likely. The General Manager/CEO has authority to sign for vacant SOC Personal Service Contracts, so long as the contract term

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Subject: Security Operations Center Personal Services Contract Employees

does not exceed 12 months and the total consideration does not exceed \$50,000 in compliance with Article 5.03 B of SacRT’s Personnel Rules and Procedures. If the contract exceeds those parameters, SacRT staff must bring such future contracts to the Board for approval. Funding for these amendments is provided through the operating budget.

The current titles of the SOC staff are SOC Director, SOC Lead Sergeant, SOC Sergeant, and SOC Officers. The SOC staff are not law enforcement officers; therefore, retitling their positions is needed to better align them with SacRT employees. The revised title of the SOC Director is SOC Manager. The revised title of the SOC Lead Sergeant is SOC Lead Supervisor. The revised title of the SOC Sergeant is SOC Supervisor. The revised title of the SOC Officer is SOC Specialist.

The Fiscal Year 2020 hourly rates for SOC staff are as follows. SOC Manager, Vitaliy Yakimchuk is \$26.50 per hour. SOC Lead Supervisor, Robert Kerr, is \$24.50 per hour. SOC Supervisor, Cassandra Shaffer, is \$22.50 per hour. SOC Specialists, Yelena Bychkov, Daniel Cuevas, Maksim Kozlov, and Antwan Pippins are \$21.50 each per hour. SOC Specialists, Tyler Ferrier and Julia Fuller are \$18.50 each per hour. SOC Specialists, Deavennie Cruz-Rolison, Ryan Eyman, Devin Leach, Brenden See and Andrea Shaffer are \$17.50 each per hour. New SOC Specialists that are hired under the General Manager/CEO authority will start at \$17.00 per hour.

Under the direction of SacRT’s VP of Security and Safety, the SOC staff positions are described below:

SOC Manager: Vitaliy Yakimchuk

Yakimchuk was hired by G4S Security Guard Company in January 2007 and was assigned to SacRT’s contract as a train guard. In January 2008, Yakimchuk applied for and obtained a position in the Video Control Center (VCC), now known as the SOC. When the SOC Director position became vacant in January 2018, Yakimchuk applied and interviewed for the position. He was deemed the most qualified candidate for the job and became the SOC Director as of February 1, 2018.

Yakimchuk’s job duties include, but are not limited to:

- Oversee all the assigned SOC Supervisors and SOC Specialists.
- Recruit and interview potential new staff.
- Train new SOC staff.
- Discuss and address staff issues and concerns.
- Ensure SOC staff are on-site, on time and performing their roll in a professional manner.
- Act as a liaison between SOC staff and various SacRT departments.
- Handle complaints from SacRT staff and patrons regarding SOC staff conduct and job performance.
- Create and update SOC staff schedules.
- Complete payroll paperwork.
- Provide SacRT with a roster detailing the SOC staff assignments, shifts, and weekly hours.

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Subject: Security Operations Center Personal Services Contract Employees

- Assign equipment to SOC staff and ensuring proper maintenance and inventory of equipment and vehicles, including incidentals, such as changing radio batteries.
- Provide proper written reports to SacRT when requested.
- Attend meetings with SacRT staff.
- Perform independent and complex administrative work.
- Ensure SOC staff is trained on SacRT's Defensive Driving class and receives and maintains their California Law Enforcement Telecommunication System (CLETS).
- Create SOC bulletins informing staff of upcoming events, outages, BOLOs.
- Operate standard office equipment and computer software (including but not limited to Microsoft Word, Excel, and PowerPoint).
- Other duties as needed to assure success of the SOC.

Staff recommends the approval of the Third Amendment to the Personal Services Contracts for Temporary Employment with Vitaliy Yakimchuk as the SOC Manager, wherein the total consideration is increased by \$60,000 from \$141,667 to \$201,667, the hourly rate is increased by \$0.50 from \$26 to \$26.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from Director to Manager, and the term is extended to June 30, 2020.

SOC Lead Supervisor and Supervisor: Robert Kerr and Cassaundra Shaffer

Kerr was hired by G4S Security Guard Company in August 2011. He was assigned to SacRT's guard contract and worked as a station guard, train guard as well as the administrative guard processing parking citations. In August 2013, Kerr applied for and obtained a position in the Video Control Center (VCC), now known as the SOC. Kerr became Lead Sergeant effective February 1, 2018 under a First Amendment due to his extensive knowledge of the SOC. He also assumes the responsibility of the SOC Manager when the SOC Manager is out of the office.

With Yakimchuk promoting to the SOC Director position, a SOC Sergeant position became vacant. Police Services interviewed for the vacant SOC Sergeant position and concluded that SOC Officer, Cassaundra Shaffer, was the most qualified candidate for the job. The Second Amendment to the Personal Services Contract for Temporary Employment with Cassaundra Shaffer as the SOC Sergeant was executed on July 16, 2018 and her hourly rate increased from \$18.00 to \$22.00.

Kerr and Shaffer's job duties include but are not limited to:

- Dispatch calls on incidents and violations of SacRT policies.
- Research video requests and download footage on platforms, trains and buses.
- Answer phones calls from the Crime Tip Line.
- Respond to crime tips and send out alerts via Elerts.
- Create SacRT Facility Maintenance work orders to get stations, trains and buses cleaned.
- Response and research records and warrant information (Code 12 Requests).



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Subject: Security Operations Center Personal Services Contract Employees

- Provide records, warrants and other related information using local and state law enforcement agency databases.
- Contact Law Enforcement Agencies and Fire to respond to SacRT incidents.
- Use SacRT Tracker to track and dispatch officers to incidents on buses.
- Monitor and broadcast on SPD Channels.
- Monitor and broadcast on Bus Channels.
- Monitor Sacramento Sheriff’s Department (SSD) Channels.
- Monitor and organize SOC bus bridge response.
- Monitor light rail station cameras.
- Create SOC staff work schedules.
- Provide coverage for staff as needed, including overtime coverage.
- Request and pick-up supplies.
- Discuss and address staff issues and concerns.
- Monitor and ensure SacRT Video Requests are completed promptly.
- Troubleshoot SOC IT equipment, computers, monitors, phones, video wall.
- Create SacRT-IT work orders for breakdown of equipment.
- Track stats.
- Interview potential new staff.
- Maintain SOC Storage.
- Operate the Public Address (PA) system to make announcements related to public safety and security and for bus bridges in the system.
- Train new SOC staff.
- Respond to miscellaneous customer requests.
- Monitor fare vending machine burglar alarms.
- Other duties as assigned.

In addition to the SOC Supervisor’s job duties, the SOC Lead Supervisor will be responsible for the following:

- Update and maintain SOC’s operations binders and SOPs.
- Create tools for SOC use such as bus bridge forms, daily report forms, cheat sheets, roster, infraction/misdemeanor court dates.
- In charge when SOC Manager is out of office.

Staff recommends the approval of the Third Amendment to the Personal Services Contracts for Temporary Employment with Robert Kerr as the SOC Lead Supervisor, wherein the total consideration is increased by \$55,000 from \$126,667 to \$181,667, the hourly rate is increased by \$0.50 from \$24 to \$24.50 an hour, the Scope of Work is modified to change the temporary

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Subject: Security Operations Center Personal Services Contract Employees

employee's duties and title from Lead Sergeant to Lead Supervisor, and the term is extended to June 30, 2020.

Staff recommends the approval of the Third Amendment to the Personal Services Contracts for Temporary Employment with Cassaundra Shaffer as a SOC Supervisor, wherein the total consideration is increased by \$50,000 from \$80,000 to \$130,000, the hourly rate is increased by \$0.50 from \$22 to \$22.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from Sergeant to Supervisor, and the term is extended to June 30, 2020.

SOC Specialists: Yelena Bychkov, Deavennie Cruz-Rolison, Daniel Cuevas, Ryan Eyman, Tyler Ferrier, Julia Anne Fuller, Maksim Kozlov, Devin Leach, Antwan Pippins, Brenden See, Andrea Shaffer

The SOC Specialist job duties include but are not limited to:

- Operate a two-way radio to communicate with SacRT staff, law enforcement officers, Sacramento Police Department (SPD) volunteers and security guards.
- Answer phone calls from the Crime Tip Line.
- Use sound judgment and good verbal skills during routine and emergency situations and effectively communicate with persons who may be irate, under stress and/or difficult to understand.
- Retain information regarding specific SacRT, SPD and Sacramento Sheriff Department (SSD) radio codes, elements of criminal offenses and have a working knowledge of all field operations within SacRT and local law enforcement agencies.
- Handle and screen incoming phone calls from the AlertSacRT mobile reporting app which includes speaking with potential crime victims, witnesses and other SacRT patrons.
- Provide records, warrants and other related information using local and state law enforcement agency databases.
- Keep track of the location and status of the Police Officers and other units in the field.
- Record all activity in a daily report.
- Use light rail station and train video surveillance equipment to search and identify system related problems, suspicious activity and/or terrorist threats.
- Coordinate and manage response efforts for high priority and emergency type of calls for service.
- Monitor surveillance cameras.
- Coordinate the response of medical and other public safety units to emergencies or in progress calls for service.
- Enter calls for service, coordinate response of resources, and maintain status of personnel assigned to RTPS for safety and deployment purposes.
- Record video from live train footage as requested and maintain accurate documentation of all recorded video.
- Process requests for video footage and accurately document all requests.
- Review video footage from light rail station buses and light rail trains.

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Subject: Security Operations Center Personal Services Contract Employees

- Ensure and maintain accurate chain of custody for all recorded video, especially those that are requested for evidentiary reasons, and all corresponding documentation.
- Provide training for other SOC staff on the use of video surveillance equipment and the proper recovery of video from hard drives, stations, and other surveillance equipment as required.
- Verify that all relevant documentation for video recovery is up to date and accurate.
- Coordinate with SacRT's Information Technology (IT) department for the repair and maintenance of all video and surveillance hardware and software.
- Operate the Public Address (PA) system to make announcements related to public safety and security and for bus bridges in the system.
- Monitor fare vending machine burglar and service alarms.
- Other safety and security duties as required.

Under the General Manager/CEO's authority, SacRT entered into a PSC with the following SOC Specialists. All Specialists have the same expiration date of June 30, 2018:

- Andrea Shaffer\*, started on July 1, 2018, total consideration for contract is \$40,000.
- Brenden See, started on July 1, 2018, total consideration for contract is \$40,000.
- Devin Leach, started on September 1, 2018, total consideration for contract is \$35,000.
- Ryan Eyman, started on October 1, 2018, total consideration for contract is \$32,500.
- Daniel Cuevas<sup>+</sup>, started on January 16, 2019, total consideration for contract is \$20,000.
- Deavennie Cruz-Rolison, started on April 16, 2019, total consideration for contract is \$15,000.

\*Andrea Shaffer works part-time with maximum of 30 hours per week.

<sup>+</sup>Daniel Cuevas works part-time with a maximum of 20 hours per week.

Staff recommends the approval of the First Amendment to the Personal Services Contracts for Temporary Employment with Andrea Shaffer as a SOC Specialist, wherein the total consideration is increased by \$30,000 from \$40,000 to \$70,000, the hourly rate is increased by \$0.50 from \$17 to \$17.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, and the term is extended to June 30, 2020.

Staff recommends the approval of the First Amendment to the Personal Services Contracts for Temporary Employment with Brenden See as a SOC Specialist, wherein the total consideration is increased by \$50,000 from \$40,000 to \$90,000, the hourly rate is increased by \$0.50 from \$17 to \$17.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, and the term is extended to June 30, 2020.

Staff recommends the approval of the First Amendment to the Personal Services Contracts for Temporary Employment with Devin Leach as a SOC Specialist, wherein the total consideration is increased by \$40,000 from \$35,000 to \$75,000, the hourly rate is increased by \$0.50 from \$17 to \$17.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, and the term is extended to June 30, 2020.

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
11	06/10/19	Open	Action	05/31/19

**Subject: Security Operations Center Personal Services Contract Employees**

Staff recommends the approval of the First Amendment to the Personal Services Contracts for Temporary Employment with Ryan Eyman as a SOC Specialist, wherein the total consideration is increased by \$40,000 from \$32,500 to \$72,500, the hourly rate is increased by \$0.50 from \$17 to \$17.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, and the term is extended to June 30, 2020.

Staff recommends the approval of the First Amendment to the Personal Services Contracts for Temporary Employment with Daniel Cuevas as a SOC Specialist, wherein the total consideration is increased by \$25,000 from \$20,000 to \$45,000, the hourly rate is increased by \$0.50 from \$21 to \$21.50 an hour, the Scope of Work is modified to change the temporary employee's duties, and the term is extended to June 30, 2020.

Staff recommends the approval of the First Amendment to the Personal Services Contracts for Temporary Employment with Deavennie Cruz-Rolison as a SOC Specialist, wherein the total consideration is increased by \$40,000 from \$15,000 to \$55,000, the hourly rate is increased by \$0.50 from \$17 to \$17.50 an hour, the Scope of Work is modified to change the temporary employee's duties, and the term is extended to June 30, 2020.

Staff recommends the approval of the Second Amendment to the Personal Services Contracts for Temporary Employment with Yelena Bychkov as a SOC Specialist, wherein the total consideration is increased by \$25,000 from \$116,667 to \$141,667, the hourly rate is increased by \$0.50 from \$21 to \$21.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, and the term is extended to June 30, 2020.

Staff recommends the approval of the Second Amendment to the Personal Services Contracts for Temporary Employment with Tyler Ferrier as a SOC Specialist, wherein the total consideration is increased by \$40,000 from \$79,000 to \$119,000, the hourly rate is increased by \$0.50 from \$18 to \$18.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, and the term is extended to June 30, 2020.

Staff recommends the approval of the Second Amendment to the Personal Services Contracts for Temporary Employment with Julia Ann Fuller as a SOC Specialist, wherein the total consideration is increased by \$40,000 from \$116,667 to \$156,667, the hourly rate is increased by \$0.50 from \$18 to \$18.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, and the term is extended to June 30, 2020.

Staff recommends the approval of the Second Amendment to the Personal Services Contracts for Temporary Employment with Maksim Kozlov as a SOC Specialist, wherein the total consideration is increased by \$60,000 from \$116,667 to \$176,667, the hourly rate is increased by \$0.50 from \$21 to \$21.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, and the term is extended to June 30, 2020.

Staff recommends the approval of the Second Amendment to the Personal Services Contracts for Temporary Employment with Antwan Pippins as a SOC Specialist, wherein the total consideration is increased by \$50,000 from \$116,667 to \$166,667, the hourly rate is increased by \$0.50 from

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
11	06/10/19	Open	Action	05/31/19

Subject: Security Operations Center Personal Services Contract Employees

\$21 to \$21.50 an hour, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, and the term is extended to June 30, 2020.

Each SOC staff has unique experience with security in public transportation. Contracting these positions will help the Security and Safety Division with their mission of providing for all aspects of security and safety. Staff recommends that the Board approve each of the Contract Amendments described hereinabove and delegate authority to the Chair and General Manager/CEO to execute each amendment.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING THE THIRD AMENDMENT TO THE PERSONAL SERVICES  
CONTRACTS FOR TEMPORARY EMPLOYMENT WITH 1 SECURITY OPERATIONS  
CENTER MANAGER, 1 SECURITY OPERATION CENTER LEAD SUPERVISOR,  
AND 1 SECURITY OPERATION CENTER SUPERVISOR**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Third Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Vitaliy Yakimchuk, therein referred to as "Contractor," whereby the total consideration is increased by \$60,000 from \$141,667 to \$201,667, the hourly rate is increased from \$26 to \$26.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Director to SOC Manager, and the term is extended to June 30, 2020, is hereby approved.

THAT, the Third Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Robert Kerr, therein referred to as "Contractor," whereby the total consideration is increased by \$55,000 from \$126,667 to \$181,667, the hourly rate is increased from \$24 to \$24.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from Lead Sergeant to Lead Supervisor, and the term is extended to June 30, 2020, is hereby approved.

THAT, the Third Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Cassaundra Shaffer, therein referred to as "Contractor," whereby the total consideration is increased by \$50,000 from \$80,000 to \$130,000, the hourly rate is increased from \$22 to \$22.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from Sergeant to Supervisor, and the term is extended to June 30, 2020, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said Third Amendments.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:  
HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING THE SECOND AMENDMENT TO THE PERSONAL SERVICES  
CONTRACTS FOR TEMPORARY EMPLOYMENT WITH 5 SECURITY OPERATION  
CENTER SPECIALISTS**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Second Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT,, and Yelena Bychkov, therein referred to as "Contractor," whereby the total consideration is increased by \$25,000 from \$116,667 to \$141,667, the hourly rate is increased from \$21 to \$21.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, is hereby approved.

THAT, the Second Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Tyler Ferrier, therein referred to as "Contractor," whereby the total consideration is increased by \$40,000 from \$79,000 to \$119,000, the hourly rate is increased from \$18 to \$18.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, is hereby approved.

THAT, the Second Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," Julia Ann Fuller, therein referred to as "Contractor," whereby the total consideration is increased by \$40,000 from \$116,667 to \$156,667, the hourly rate is increased from \$18 to \$18.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, is hereby approved.

THAT, the Second Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Maksim Kozlov, therein referred to as "Contractor," whereby the total consideration is increased by \$60,000 from \$116,667 to \$176,667, the hourly rate is increased from \$21 to \$21.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, is hereby approved.

THAT, the Second Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Antwan Pippins, therein referred to as "Contractor," whereby the total consideration is increased by \$50,000 from \$116,667 to \$166,667, the hourly rate is increased from \$21 to \$21.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said Second Amendments.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary



RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING THE FIRST AMENDMENT TO THE PERSONAL SERVICES  
CONTRACTS FOR TEMPORARY EMPLOYMENT WITH 6 SECURITY OPERATION  
CENTER SPECIALISTS**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the First Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Deavennie Cruz-Rolison, therein referred to as "Contractor," whereby the total consideration is increased by \$40,000 from \$15,000 to \$55,000, the hourly rate is increased from \$17 to \$17.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties, and the term is extended to June 30, 2020, is hereby approved.

THAT, the First Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," and Daniel Cuevas, therein referred to as "Contractor," whereby the total consideration is increased by \$25,000 from \$20,000 to \$45,000, the hourly rate is increased from \$21 to \$21.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties, and the term is extended to June 30, 2020, is hereby approved.

THAT, the First Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," Ryan Eyman, therein referred to as "Contractor," whereby the total consideration is increased by \$40,000 from \$32,500 to \$72,500, the hourly rate is increased from \$17 to \$17.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, is hereby approved.

THAT, the First Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," Devin Leach, therein referred to as "Contractor," whereby the total consideration is increased by \$40,000 from \$35,000 to \$75,000, the hourly rate is increased from \$17 to \$17.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, is hereby approved.

THAT, the First Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," Brenden See, therein referred to as "Contractor," whereby the total consideration is increased by \$50,000 from \$40,000 to \$90,000, the hourly rate is increased from \$17 to \$17.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, is hereby approved.

THAT, the First Amendment to the Agreement between Sacramento Regional Transit District, therein referred to as "SacRT," Andrea Shaffer, therein referred to as "Contractor," whereby the total consideration is increased by \$30,000 from \$40,000 to \$70,000, the hourly rate is increased from \$17 to \$17.50 an hour, a bonus provision is added, the Scope of Work is modified to change the temporary employee's duties and title from SOC Officer to SOC Specialist, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said First Amendments.

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PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
12	06/10/19	Open	Action	06/03/19

Subject: DHA Contract Approval

## ISSUE

Whether or not to repeal Resolution 19-05-0046 and approve an agreement with the County of Sacramento for discount purchase and sale of prepaid fare media

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_, Repealing Resolution 19-05-0046 and Approving the Agreement with County of Sacramento for Discount Purchase and Sale of Prepaid Fare Media.

## FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	-
Budget Source:	Operating	Next FY:	\$	2,215,136
Funding Source:	Revenue	Annualized:	\$	2,215,136
Cost Cntr/GL Acct(s) or Capital Project #:	410315, 450922, 430913	Total Amount:	\$	2,215,136
Total Budget:	\$ 2,215,136			

No changes to the total contract value.

## DISCUSSION

At the May 13, 2019 SacRT Board meeting the Board passed Resolution No. 19-05-0046, approving the third amendment to the agreement with the Sacramento County Department of Human Assistance (DHA) for the discount purchase and sale of fare media. Upon receipt of the contract from SacRT, DHA staff presented the document to County contract personnel and were notified that they could not complete another contract amendment extending the agreement and that a new agreement would be needed, to be approved by the County Board of Supervisors on June 18, 2019. In addition, DHA staff subsequently notified SacRT that due to a decline in caseload, the County needs fewer stickers each month and that they would like to reduce the minimum order to 5,000 stickers per month, a reduction of 1,784 stickers per month.

Since 2008, each Agreement with DHA has specified a purchase price of \$25 for each monthly pass sticker, based on stated DHA concerns that a price in excess of \$25 per sticker was inconsistent with DHA's program limitations. To ensure that SacRT continued to receive revenue roughly equal to 40% of the regular monthly pass price for each distributed pass (the maximum discount specified in Policy for Discount Sale of Prepaid Fare Media), the parties negotiated a minimum purchase quantity that was significantly in excess of what DHA anticipated distributing. That model was the basis of the minimum purchase quantity of 6,784

Approved:

Presented:

Final 06/05/19

General Manager/CEO

Treasury Controller

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
12	06/10/19	Open	Action	06/03/19

Subject: DHA Contract Approval

that was included in the 2017 contract. To reduce the waste associated with undistributed stickers, DHA has now requested to reduce the minimum purchase quantity to 5,000 stickers at a per sticker cost of \$34 per sticker. However, if DHA needs additional stickers on a monthly basis, they will be able receive up to 1,784 additional stickers per month at no additional charge, so long as 45 days' advance notice is provided of the requested quantity increase. If the need is over 6,784 stickers per month, DHA will be charged \$40 per sticker. The cost of \$40 per sticker is consistent with contract language dating to 2013.

In an effort to keep the total contract value consistent with prior years, the administrative fee was reduced slightly by \$4,800 to make up for the change in sticker cost. Table 1 below summarizes the contract amounts and values:

Table 1

FARE TYPE	FY20 PROPOSED		FY19 CONTRACT	
	MIN. PURCHASES	MIN COST	MIN. PURCHASES	MIN COST
Single Ride Ticket	Purchase as needed.	50% off full fare when purchased	Purchase as needed.	50% off full fare when purchased
Daily Pass	Purchase as needed.	50% off full fare when purchased	Purchase as needed.	50% off full fare when purchased
Monthly Pass	5,000 monthly for a minimum of 60,000 for each 12-month term.	\$2,040,000 annually at \$34 per Monthly Pass*	6,784 monthly for a minimum of 81,408 for each 12-month term.	\$2,035,200 annually at \$25 per Monthly Pass
Sticker	5,000 monthly	\$10,000 flat fee for first year; at cost thereafter	6,784 monthly	\$10,000 flat fee for first year; at cost thereafter
Card	15,000	\$45,000 for 15,000 for each year; additional Cards will be issued at a cost of \$3.00 per card	15,000	\$45,000 for 15,000 for each year; additional Cards will be issued at a cost of \$3.00 per card
Admin. Fee		\$120,136		\$124,936
<b>TOTAL MINIMUM ANNUAL COST</b>		<b>\$2,215,136</b>		<b>\$2,215,136</b>

\*The County can receive up to 6,784 passes per month at no additional charge.

The proposed contract changes maintain farebox revenue for SacRT, provide a slight increase to total fare revenues of \$4,800, maintains a functional 60% discount for DHA, and provides flexibility for DHA to increase quantities with no fiscal impact. Staff recommends that the Board approve the agreement with DHA for the purchase and sale of discount fare media at a monthly sticker cost of \$34, with a minimum purchase order of 5,000 stickers per month.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**REPEALING RESOLUTION NO. 19-05-0046 AND APPROVING AGREEMENT WITH COUNTY OF SACRAMENTO FOR DISCOUNT PURCHASE AND SALE OF PREPAID FARE MEDIA**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board hereby repeals Resolution No. 19-05-0046.

THAT, the Agreement with County of Sacramento for Discount Purchase and Sale of Prepaid Fare Media, by and between the Sacramento Regional Transit District (therein, "SacRT") and the County of Sacramento (therein "County"), whereby SacRT agrees to sell fare media to County at a discount, including the sale of monthly pass media at a discount exceeding the percentage established in the Policy for Discount Sale of Prepaid Fare Media and County agrees to purchase a minimum quantity of such media, for a 12-month term, is hereby approved.

That, the Chair and General Manager/CEO are hereby authorized to execute the foregoing agreement

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
13	06/10/19	Open	Action	06/03/19

Subject: Student Pass Program for Students Living or Attending School in the City of Sacramento

## ISSUE

Whether or not to delegate authority to the General Manager/CEO to approve the Student Ridership Initiative Student Transit Pass Agreement with the City of Sacramento.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_, Delegating Authority to the General Manager/CEO to Approve the Student Ridership Initiative Student Transit Pass Agreement with the City of Sacramento

## FISCAL IMPACT

Table 1 below highlights the estimated fiscal impact of the proposed fare offering.

<b>Student Transit Pass Program FY20 Fiscal Impact</b>	<b>Amount</b>
FY20 funding request from City of Sacramento	\$1,000,000
Estimated FY20 fare revenue collected Jul-Sep	(\$194,444)
FY20 City Funding revenue allocation	(\$805,556)
Estimated cost of research study	(\$80,000)
<b>Estimated FY20 fiscal impact</b>	<b>(\$80,000)</b>

The table above assumes an October 1, 2019 start date. The City of Sacramento (City) is actively pursuing additional funding to cover the cost of the research study component (details below). Given that the annual Student Transit Pass would be valid from 10/1/2019-9/30/2020, SacRT will defer \$194,444 of the funding received from the City to offset revenue losses in Fiscal Year (FY) 21.

## DISCUSSION

## BACKGROUND

As discussed at the May 13 SacRT Board meeting, SacRT and Councilmember Schenirer's Staff have been working on a new initiative, intended to be revenue neutral for SacRT and funded primarily by the City, that would allow all grade TK-12 students who either go to school within the City limits of Sacramento or reside within the City limits but attend a school outside the City's boundaries, as well as students who are homeless or in foster care to ride SacRT's services for free with a School ID and special sticker. This exciting opportunity could provide

Approved:

Presented:

Final 06/05/19

General Manager/CEO

VP, Finance/CFO

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
13	06/10/19	Open	Action	06/03/19

Subject: Student Pass Program for Students Living or Attending School in the City of Sacramento

over 100,000 students the opportunity to ride any of SacRT’s fixed route or SmaRT Ride services at any time free of charge for an initial period of approximately one year. The Student Ridership Initiative proposed today is contingent upon SacRT and the City reaching a funding agreement for the estimated loss of fare revenue and Board approval of a Title VI analysis.

The Student Ridership Initiative being considered by the City falls under the umbrella of the Citywide Youth Development Campaign Plan unanimously adopted by the Sacramento City Council. The City’s vision is to ensure all Sacramento youth are valued and reach their fullest potential. Transportation is viewed as a key element to reaching this vision and currently represents a significant barrier for many Sacramento youth traveling to school or internships/jobs, especially those in lower income households.

SacRT researched four comparable programs to the Student Ridership Initiative that have been in place for multiple years. Each of these has proven to be a great success with student participation ranging from 35%-57%. SacRT estimates that 7.5% of the eligible students currently ride SacRT and Staff anticipates this number growing dramatically (up to 25%) in year one should the program be approved. Table 2 below displays the potential ridership impact of the Student Ridership Initiative.

**Table 2**

Eligible students (Grades 6-12 only)	53,846
Average rides/student annually*	39.52
Estimated ridership	2,128,185
Current ridership (eligible students)	1,025,079
Estimated ridership gain	1,103,106
Percentage ridership gain	108%

For more details regarding the Staff research into comparable programs and ridership estimates, please review the Issue Paper discussed at the May 13, 2019 Board meeting.

## DISCUSSION ON PROGRAM ADMINISTRATION

If the program is implemented, initial passes would be made available in the form of a sticker to be placed directly on the student’s school identification (ID) card. Using the student’s school-issued ID card will help to reduce costs for SacRT and barriers to entry for students that would be necessary if SacRT produced Student IDs for this purpose.

Given the desire to place the annual Student Transit Pass sticker directly onto a School ID card, the program must be implemented after the School ID cards are printed. Based on

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Subject: Student Pass Program for Students Living or Attending School in the City of Sacramento

discussions with local school districts, Staff has determined that the best date to begin the Student Ridership Initiative is October 1, 2019. This will allow schools to print and issue ID cards to students with the transit pass already affixed to them. Assuming the implementation model as proposed above is approved, the Student Transit Pass would be valid from October 1, 2019 through September 30, 2020.

As previously mentioned, SacRT and the City are partnering with local school districts to assist with the administration of the Student Ridership Initiative. Agreements would be put in place with each interested school district to specify the distribution requirements and process. Schools located within City boundaries would be asked to distribute the free ride passes/stickers to all students. Staff anticipates obtaining enrollment information from eligible schools to determine the number of stickers to distribute each school. Schools that are outside the City limits could also obtain stickers from SacRT, but control procedures would need to be put in place by these schools to ensure that only City of Sacramento residents would be able to obtain a sticker.

Additionally, it is likely that SacRT and the City would partner to issue the stickers to eligible students in other public locations as well (libraries, City Hall, community centers, etc.). It is also important to note that students who are experiencing homelessness and/or a part of foster programs will also be allowed to participate in the Student Ridership Initiative regardless of current residence address or school address.

## DISCUSSION ON FUNDING AGREEMENT

SacRT is anticipating the Sacramento City Council will vote on June 11, 2019 to approve funds to be expended in the amount of \$1,000,000 to support the Student Ridership Initiative at SacRT. If funding is approved, SacRT and City Staff will finalize an agreement that would transfer City funds to SacRT as payment for lost fare revenue associated with the Student Ridership Initiative. A draft agreement has been provided to the City for consideration.

In addition to compensating SacRT for lost fare revenue, the \$1,000,000 would be used to reimburse SacRT for an estimated \$80,000 in costs associated with a research study to analyze the impacts of the Student Ridership Initiative. The study will provide valuable feedback regarding the true impact of the proposal on the lives of students that goes beyond ridership at SacRT. It is expected that the study will also provide data on this such as: potential increases in school attendance and student performance, and effects on participation in extra-curricular activities such as sports, internships, hobbies, etc.

## DISCUSSION OF TITLE VI ANALYSIS

SacRT policy requires a 30-day public review and Board approval of a Title VI equity analysis before enacting any permanent fare changes or any major service changes. Temporary or promotional fare reductions lasting no more than six months and designed to increase ridership do not require a Title VI analysis.



Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
13	06/10/19	Open	Action	06/03/19

Subject: Student Pass Program for Students Living or Attending School in the City of Sacramento

Given that the proposed Student Ridership Initiative is not a temporary or promotional fare reduction as defined above, Board approval of a completed Title VI analysis is required prior to implementation. Staff has prepared a Title VI analysis regarding the Student Ridership Initiative and released it to the public on June 5, 2019. Staff anticipates returning to the Board on August 12, 2019 for approval of the Title VI analysis and approval of a School ID with the Student Ridership Initiative Sticker as a valid Group Pass under the terms of the Fare Structure. The action being taken today would merely provide the General Manager/CEO authorization to enter into the funding agreement, which would be subject to termination if the Board does not approve the Title VI analysis and Group Pass recognition.

## CONCLUSION

SacRT has been searching for ways to improve ridership and bring benefits to the community over the past few years and is very excited about partnering with the City and multiple school districts. SacRT and the City see this program as an excellent way to introduce youth to public transportation and develop them into lifetime riders. Staff recommends providing delegating authority to the General Manager/CEO to enter into an agreement with the City to offer fare free rides to TK-12 students living in the City of Sacramento or attending a school in the city of Sacramento, as well as students who are homeless or in foster care, which could be terminated if the Board does not approve the Title VI analysis and creation of a new Group Pass type.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**DELEGATING AUTHORITY TO THE GENERAL MANAGER/CEO TO APPROVE THE STUDENT RIDERSHIP INITIATIVE STUDENT TRANSIT PASS AGREEMENT WITH THE CITY OF SACRAMENTO**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, authority is hereby delegated to the General Manager/CEO to enter into a Student Ridership Initiative Student Transit Pass Agreement by and between the City of Sacramento (therein "City") and the Sacramento Regional Transit District (therein "SacRT"), whereby City agrees to pay a fixed amount of \$1,000,000 as consideration for SacRT (1) establishing a new Group Pass that would permit Students who live in or attend school within the boundaries of the City or who are homeless or in foster care to ride SacRT services at no cost for the period from October 1, 2019 until September 30, 2020; and (2) conducting a research study for an amount not to exceed \$80,000 regarding the success of the Student Ridership Initiative, which agreement would be subject to termination if the SacRT Board does not approve the Title VI fare equity analysis for the new Group Pass.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
14	06/10/19	Open	Action	06/03/19

Subject: Approving the Second Amendment to the Fiscal Year 2019 Operating Budget and the Seventh Amendment to the FY 2019 Capital Budget

## ISSUE

Whether or not to approve the Second Amendment to the Fiscal Year (FY) 2019 Operating Budget and the Seventh Amendment to the FY 2019 Capital Budget.

## RECOMMENDED ACTION

- A. Adopt Resolution No. 19-06-\_\_\_\_, Approving the Second Amendment to the Fiscal Year 2019 Operating Budget;
- B. Adopt Resolution No. 19-06-\_\_\_\_, Approving the Seventh Amendment to the Fiscal Year 2019 Capital Budget; and
- C. Motion: Accept Notification of General Manager (GM)-Authorized Adjustments Made to FY 2019 Capital Budget During Fiscal Year 2019.

## FISCAL IMPACT

### **Fiscal Year (FY) 2019 Operating Budget Impact**

Amendment 2 will result in a reduction of \$1.5 million to the total FY 2019 Operating Budget. The changes to operating budget categories are as follows:

#### Revenues:

- Increase the Federal Transit Administration (FTA) Section 5307 Urbanized Area revenues by \$405,431.
- Decrease the FTA Section 5337 State of Good Repair revenues by \$740,230.
- Decrease the Measure A Neighborhood Shuttle revenues by \$542,861.
- Increase the Local Transportation Fund (LTF) revenues by \$1,638,236.
- Decrease the Fare Revenue account by \$760,576 to reflect the reduction of revenues from making the recent fare reductions permanent and other small fare initiatives.
- Decrease the State Transit Assistance (STA) revenues by \$1,500,00 so that funds can be moved to the FY 2019 Capital Budget for capital projects.

#### Expenses:

- Decrease in Budget Stabilization account by \$1,500,000.

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Approved:

Presented:

Final 06/05/19

General Manager/CEO

Director, Office of Management & Budget

J:\Board Meeting Documents\2019\09 June 10, 2019\IP FY19 Ops Budget Amend 2 & Cap Budget Amend 7.doc

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
14	06/10/19	Open	Action	06/03/19

Subject: Approving the Second Amendment to the Fiscal Year 2019 Operating Budget and the Seventh Amendment to the FY 2019 Capital Budget

## **Fiscal Year (FY) 2019 Capital Budget Impact**

This action results in no net impact to the FY 2019 Capital Budget.

### Revenues:

- Increase in FY 2019 STA funding of \$1,500,00 for capital projects (transferred from the Operating Budget).
- Decrease in anticipated future tax revenues of \$1,500,000 for capital projects, to reflect decrease in STA funds in Governor’s May Budget Revision.

### Expenses:

- No change to capital expenses as a result of Amendment 7.
- Any impacts to the FY 2019 Capital Budget that were the result of GM-authorized adjustments have already taken place. This item simply fulfills the requirement to notify the Board of adjustments to the Capital Budget under the GM’s authority.

## DISCUSSION

SacRT’s annual budgeting process includes Board adoption of budgets that reflect SacRT’s expected funding at the time of preparation. Periodically, changes to funding sources or amounts require revisions to the budget. Staff has identified necessary revisions to the Operating and Capital Budgets due to recent appropriations activity at the federal level and actual sales tax revenues collected at the state and local level.

### **Second Amendment to FY 2019 Operating Budget**

On February 25, 2019, SacRT’s Board approved the 1<sup>st</sup> Amendment to the FY 2019 Operating Budget, which included the following revenues:

- \$20,721,754 in FTA Section 5307 Urbanized Area;
- \$13,804,359 in FTA Section 5337 State of Good Repair funds;
- \$1,670,216 in Measure A Neighborhood Shuttle funds;
- \$8,736,617 in STA funds;
- \$45,208,909 in LTF funds; and \$25,946,343 in Fare Revenue.

These revenue estimates were based on information available at the time. In March of 2019, FTA released the full year FY 2019 apportionments, which reflected a small increase in funding for the Section 5307 Urbanized Area formula program, and a decrease in funding for the Section 5337 formula program. In addition, in March the Sacramento Area Council of Governments (SACOG) revised the FY 2019 LTF apportionment to reflect both higher than anticipated sales tax revenues collected in FY 2018 and the higher than earlier projected sales tax trend for the current year. Measure A Neighborhood Shuttle revenues are being adjusted downward to reflect a more accurate schedule for the implementation of Neighborhood Shuttle services.

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
14	06/10/19	Open	Action	06/03/19

Subject: Approving the Second Amendment to the Fiscal Year 2019 Operating Budget and the Seventh Amendment to the FY 2019 Capital Budget

This amendment also transfers \$1,500,000 of STA funds to the capital budget to cover capital project costs and reduces the Operating Budget Stabilization account by a corresponding \$1,500,000 to balance the budget.

Table below shows the changes to FY 2019 Operating Revenues and Operating Expenses by category.

Categories	FY 2019 Adopted Budget	FY 2019 Budget Amendment #1	FY 2019 Budget Amendment #2	\$ Changes	% Changes
<b>Operating Revenues</b>					
Fare Revenue	\$ 27,941,750	\$ 25,946,343	\$ 25,185,767	\$ (760,576)	-2.9%
Contracted Services	6,379,456	3,830,066	3,830,066	-	0.0%
Other	4,228,000	5,778,000	5,778,000	-	0.0%
State & Local	98,161,278	104,104,791	103,700,166	(404,625)	-0.4%
Federal	32,306,519	36,085,040	35,750,241	(334,799)	-0.9%
<b>Total Operating Revenue</b>	<b>\$169,017,003</b>	<b>\$ 175,744,240</b>	<b>\$ 174,244,240</b>	<b>\$(1,500,000)</b>	<b>-0.9%</b>
<b>Operating Expenses</b>					
Salaries & Benefits	\$114,449,254	\$117,904,513	\$117,904,513	\$ -	0.0%
Professional Services	23,990,253	24,286,629	24,286,629	-	0.0%
Materials & Supplies	10,346,924	10,391,259	10,391,259	-	0.0%
Utilities	7,028,725	7,028,725	7,028,725	-	0.0%
Casualty & Liability	9,182,927	9,231,194	9,231,194	-	0.0%
Other	4,018,920	6,901,920	5,401,920	(1,500,000)	-21.7%
<b>Total Operating Expenses</b>	<b>\$169,017,003</b>	<b>\$ 175,744,240</b>	<b>\$ 174,244,240</b>	<b>\$(1,500,000)</b>	<b>-0.9%</b>
<b>Balance</b>	<b>\$ -</b>	<b>-</b>	<b>-</b>	<b>\$ -</b>	

Staff recommends adjusting funding to the levels shown in the table below.

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
14	06/10/19	Open	Action	06/03/19

Subject: Approving the Second Amendment to the Fiscal Year 2019 Operating Budget and the Seventh Amendment to the FY 2019 Capital Budget

Categories	Current FY 2019 Budget	FY 2019 Budget with Amendment	\$ Change	% Change
<b>Operating Revenues</b>				
Fare Revenue	\$ 25,946,343	\$ 25,185,767	\$ (760,576)	-2.9%
Contracted Services	3,830,066	3,830,066	-	0.0%
Other	5,778,000	5,778,000	-	0.0%
State & Local	104,104,791	103,700,166	(404,625)	-0.4%
<i>Measure A - RT General</i>	43,824,000	43,824,000	-	0.0%
<i>Measure A - Neighborhood Shuttle</i>	1,670,216	1,127,355	(542,861)	-32.5%
<i>Local Transp Funds (LTF)</i>	41,950,484	43,470,645	1,520,161	3.6%
<i>LTF Folsom</i>	1,545,674	1,601,685	56,011	3.6%
<i>LTF Citrus Heights</i>	1,712,751	1,774,816	62,065	3.6%
<i>State Transit Assistance (STA &amp; SB1)</i>	8,736,617	7,236,617	(1,500,000)	NA
<i>STA - SGR</i>	2,428,016	2,428,016	-	NA
<i>LCTOP</i>	2,237,033	2,237,033	-	0.0%
Federal	36,085,040	35,750,241	(334,799)	-0.9%
<i>JARC</i>	1,053,871	1,053,871	-	0.0%
<i>5337 SGR</i>	13,804,359	13,064,129	(740,230)	-5.4%
<i>5307 PM RT</i>	20,721,754	20,966,609	244,855	1.2%
<i>5307 PM Folsom</i>	-	160,576	160,576	NA
<i>SECAT</i>	505,056	505,056	-	0.0%
<b>Total Operating Revenue</b>	<b>\$175,744,240</b>	<b>\$174,244,240</b>	<b>\$(1,500,000)</b>	<b>-0.9%</b>

### Seventh Amendment to FY 2019 Capital Budget

This amendment transfers \$1,500,000 of FY 2019 STA funds to the capital budget from the operating budget. However, there is no net change in the capital budget because, consistent with the Governor's May Budget Revision, staff anticipates a corresponding \$1,500,000 decrease in future STA revenues. This \$1,500,000 transfer from the operating budget backfills commitments on previously budgeted capital projects.

### Adjustments to the FY 2019 Capital Budget

Pursuant to Section 6.2.1.3 of Title VI of SacRT's Administrative Code, with this Issue Paper, SacRT staff is reporting prior GM-authorized adjustments that have been made to the FY 2019 Capital Budget, as detailed in Attachment 1 – Summary of GM-Authorized Adjustments to FY 2019 Capital Budget.

Staff recommends the Board approve the Second Amendment to the FY 2019 Operating Budget and the Seventh Amendment to the FY 2019 Capital Budget, and accept Notification of GM-Authorized Adjustments to FY 2019 Capital Budget.

## Attachment 1 - Summary of GM-Authorized Adjustments to FY 2019 Capital Budget

Consistent with Section 6.2.1.3 of the SacRT Administrative Code related to Budget Procedures

ID	Project Name	<u>Administrative Adjustment</u>			FY19 Budget <u>with</u> Admin Adjustment
		FY19 Budget <u>without</u> Admin Adjustment	Amount	Percent	
<b>Increase to FY19 Budget Amount</b>					
F019	Instrument House and Signal Case Wraps	237,626	23,762	10%	261,388
B161	Expansion Services Startup Costs	1,090,000	20,000	2%	1,110,000
F025	Office Relocation: Bell Building to 1225 R Street	419,467	33,206	8%	452,673
R347	Watt I-80 Elevator Replacement	900,000	90,000	10%	990,000
B142	Neighborhood Ride Vehicle Replacements	2,807,302	6,901	0%	2,814,203
<b>Increase to FY19 Budget Amount due to Accrual of Interest on State Grant Funds</b>					
T025	Surveillance and Security Facilities Enhancement	255,889	10,238	4%	266,127
H021	Enhancement of Emergency Power Generation	576,914	3,482	1%	580,396
T022	Handheld Smart Card Reader	117,678	1,048	1%	118,726
T018	Building Access System Upgrade	143,441	1,463	1%	144,904
T051	Telephone System Replacement	307,568	11,879	4%	319,447
T054	Security, Systems & Comm Infr. Upgrade	413,827	4,073	1%	417,900
M009	Radio Communications System Upgrade	2,098,951	44,172	2%	2,143,123
T036	Facilities Safety, Security & Comm. Infr. Upgrades	390,763	5,917	2%	396,680
T052	Track Warrant Controlled Access System	188,873	6,295	3%	195,168
<b>FY19 Budget amount split out from project and/or moved onto another project</b>					
B165	Electric Bus Charging Infrastructure	1,550,110	1,283,940		2,834,050
B158	Franklin Blvd Microtransit 3 Charging Stations	15,900	(15,900)	0%	0
B160	Microtransit - Infrastructure for 10 charging stations	1,054,440	(1,054,440)		0
B163	UC Davis/Med Center ZEB Electric Charging Infrastructure	213,600	(213,600)		0
F021	Facilities Maintenance & Improvements	707,379	(200,000)	0%	507,379
F030	Admin Building Lobby Remodel	0	200,000		200,000
<b>Budget Carryforward Adjustments Resulted in an Addition or Deletion of Project to FY19 Capital Budget</b>					
230	Northeast Corridor Enhancements (Phase 1)	Project Deleted from FY19 Budget due to decrease in Carryforward Amount at end of FY18 (Carryforward = \$0)			
A005	City College Pedestrian/Bicycle Crossing				
A008	Regional Bike Share System				
A012	65th St. / Jackson Properties Oversight				
F015	Mini-High Shelter Improvements: 65th / Marconi				
F027	Metro Roof Replacement				
Q023	Paratransit Inc. Replacement Vehicles				
Q027	Paratransit Inc. Transit Asset Management				
Q040	Paratransit Inc. - Mobile Data Computers				
Q049	El Dorado Transit Bus Replacement				
Q050	FY 2016 Section 5339 Paratransit Inc. - Bus Purchase				
R175	Watt / I-80 Station Improvements				
R313	Mini-High Shelter Improvements: 29th Street				
R341	Fare Vending Machines				
T008	Completion Fiber Optics Communications Backbone				
T013	SacRT - Staff Security Training - Overtime/Backfill				
T027	Video Surveillance System Upgrades				
4005	Butterfield/Mather Mills LR Station Rehabilitation	Project Added to FY19 Capital Budget due to increase in Carryforward Amount at end of FY18 (Carryforward >\$0)			
T053	Connect Card Initial Project Launch				
G135	Server Replacement				
404	Green Line to the River District (GL-1)				
A019	Camellia City Viaduct Overhead Structures				
A001	Watt Avenue / Highway 50 Project Support				
B150	Watt I-80 Station Improvements				

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING THE SECOND AMENDMENT TO THE FISCAL YEAR 2019  
OPERATING BUDGET**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Second Amendment to the Fiscal Year 2019 Operating Budget to decrease the federal funds by \$334,799, decrease the state and local funds by \$404,625, decrease the Fare Revenue account by \$760,576, and decrease the budget stabilization account by \$1,500,000 for a net reduction to the total Operating budget by \$1,500,000, is hereby approved.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary



RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING THE SEVENTH AMENDMENT TO THE FISCAL YEAR 2019  
CAPITAL BUDGET**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Seventh Amendment to the Fiscal Year 2019 Capital Budget to increase the FY 2019 STA revenues by \$1,500,000, and decrease future anticipated tax revenues by \$1,500,000, for a net zero change to the Capital Budget, is hereby approved.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
15	06/10/19	Open	Action	06/04/19

Subject: Approve the First Amendment to the On-Call General Planning Support Services Contract with WSP USA, Inc. and Work Order No. 3 to Conduct a High Capacity Bus Corridor Study

## ISSUE

Whether or not to approve the First Amendment to the On-Call General Planning Support Services Contract with WSP USA, Inc. and Work Order No. 3 to Conduct a High Capacity Bus Corridor Study.

## RECOMMENDED ACTION

- A. Adopt Resolution No. 19-06-\_\_\_, Approving the First Amendment to the On-Call General Planning Support Services Contract with WSP USA, Inc.; and
- B. Adopt Resolution No. 19-06-\_\_\_, Approve Work Order No. 3 with WSP USA, Inc. to Conduct a High Capacity Bus Corridor Study

## FISCAL IMPACT

Budgeted: Yes Work Order No. 3: \$187,469.25  
Budget Source: Capital  
Funding Source: State and Local  
WBS M015.02.01  
GL Acct 910800  
Total Budget: \$187,469.25

WSP Contract Total: Not to exceed \$600,000

\* Future work orders will be funded from the operating budget and various capital projects on an as-needed basis.

## DISCUSSION

On October 23, 2017, the Board delegated authority to the General Manager/CEO to release a Request for Proposals and award a Contract for General On Call Planning Services. A 5-year term, work-order based, contract with WSP USA, Inc. (WSP) was executed on March 29, 2018.

The current Contract agreement has a budget limit of \$250,000.00 and states that any work order exceeding \$100,000 requires Board approval. Two Work Orders have been executed thus far under the General Manager/CEO's contracting authority, totaling approximately \$16,000. A work order is anticipated be issued this month, budgeted at \$98,000, for a zero emission vehicle pilot study for infrastructure and route modeling planning support for a bus route to the Sacramento International Airport.

Approved:

Presented:

Final 06/05/19

General Manager/CEO

VP, Planning & Engineering

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June 10, 2019\2017139

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
15	06/10/19	Open	Action	06/04/19

Subject: Approve the First Amendment to the On-Call General Planning Support Services Contract with WSP USA, Inc. and Work Order No. 3 to Conduct a High Capacity Bus Corridor Study

Recently SacRT was awarded a Caltrans Sustainable Communities Planning Grant to fund a High Capacity Bus Corridor Study for the Capital Region. Staff recognizes the need and benefit of coordinating this effort with the SacRT Forward initiative, as a follow-up study to identify and prioritize those corridors best suited for high capacity or “Bus Rapid Transit” (BRT) service. Conducting this study at this time will ensure SacRT’s planning efforts are seamless and coordinated. It will also allow SacRT to be ready to prepare future grant applications for funding and moving capital improvements forward to accommodate BRT/higher frequency bus service on those corridors identified in the plan. The main goal of high capacity transit is to provide faster, more convenient and more reliable service for a larger number of passengers. Building off of SacRT Forward there are several corridors that will be evaluated, including, but not limited to, Watt Ave, Sunrise Blvd., Stockton Blvd, etc. Staff has obtained a quote of \$187,469 from WSP for Work Order No. 3 to complete the scope of the high capacity bus corridor study work, and recommends that this work order is awarded to WSP to complete this planning effort in an expedited manner.

Staff was recently notified that SacRT was also awarded another CalTrans planning grant for a zero emission fleet conversion study. This grant award is approximately \$214,243, not including the match requirement of \$27,757. Therefore, staff may request that the Board issue another work order once the CalTrans funding agreement is executed in the fall.

Staff would like to increase the not-to-exceed total consideration of the WSP contract from \$250,000 to \$600,000, to include the \$187,469 required to issue Work Order No. 3, plus additional funding to include other expected grant awards and upcoming planning projects that may be assigned to WSP.

Staff recommends approval of the First Amendment to the Contract to the On Call General Planning Support Services Contract with WSP USA, Inc. to increase the total consideration by \$350,000 from \$250,000 to \$600,000; and, approve Work Order No. 3 with WSP USA, Inc. to Conduct a High Capacity Bus Corridor Study for an amount not to exceed \$187,469.25.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING THE FIRST AMENDMENT TO THE ON-CALL GENERAL PLANNING  
SUPPORT SERVICES CONTRACT WITH WSP USA, INC.**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the First Amendment to the Contract between Sacramento Regional Transit District, therein referred to as "SacRT," and WSP USA, Inc., therein referred to as "Consultant," whereby the not-to-exceed amount of the Contract is increased by \$350,000, from \$250,000 to \$600,000, is hereby approved.

THAT, the Chair and General Manager/CEO are hereby authorized and directed to execute said First Amendment.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVE WORK ORDER NO. 3 WITH WSP USA, INC. TO CONDUCT A HIGH  
CAPACITY BUS CORRIDOR STUDY**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, Work Order No. 3 to the Contract between Sacramento Regional Transit District, therein referred to as "SacRT," and WSP USA, Inc., therein referred to as "Consultant," whereby Consultant agrees to conduct a High Capacity Bus Corridor Study for SacRT for an amount not-to-exceed amount of \$187,469.25, is hereby approved.

THAT, the General Manager/CEO is hereby authorized and directed to execute said Work Order No. 3.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
16	06/10/19	Open	Action	06/05/19

Subject: Conditionally Awarding a Contract for General Construction Management Support Services (GCMSS) to 4LEAF, Inc.

## ISSUE

Whether to conditionally award a Contract for General Construction Management Support Services (GCMSS) to 4LEAF, Inc.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_\_, Conditionally Awarding a Contract for General Construction Management Support Services (GCMSS) to 4LEAF, Inc.

## FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	1,000,000*
Budget Source:	Capital, Operating	Next FY:	\$	1,000,000*
Funding Source:	Various	Annualized:	\$	1,000,000*
GL:	910800			

\*This is a work order contract and these figures are estimates. Individual work orders will be funded from various capital projects and operating budget on an as-needed basis.

## DISCUSSION

On March 27, 2019, Staff released a Request for Proposals (RFP) for General Construction Management Support Services (GCMSS) for various capital and operating construction projects to support SacRT's light rail system, bus facilities and building and maintenance facilities and for State of Good Repair. The Consultant will provide on-call, as needed, construction contract administration, inspection, material sampling and testing, survey verification, and community relations support services. The services encompass serving as SacRT's representative to the construction contractors and the public with respect to activities of the construction site, interpretation of the requirements of the construction specifications, assessing the acceptability of the contractor's work, scheduling and coordinating material sampling and testing, managing the construction project, labor compliance and evaluating contractor claims.

On April 26, 2019, three responsive proposals were received from 4LEAF, Inc.; Ghirardelli Associates, Inc.; and, PGH Wong Engineering, Inc. After written proposal evaluations were complete, all three firms were invited to participate in oral presentations that were held on May 21, 2019.

The Selection Committee, consisting of Darryl Abansado, Director, Civil & Track Design; Michael Cormiae, Director, Light Rail Maintenance; Jeffrey Anderson, Director, Facilities; and, Stephen

Approved:

Presented:

Final 06/05/19

General Manager/CEO

Director, Civil & Track Design

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
16	06/10/19	Open	Action	06/05/19

Subject: Conditionally Awarding a Contract for General Construction Management Support Services (GCMSS) to 4LEAF, Inc.

McCabe, Senior Safety Specialist, re-scored after oral presentations were completed and the final ranking results were:

<u>Rank</u>	<u>Proposer</u>
#1	4LEAF, Inc.
#2	PGH Wong Engineering, Inc.
#3	Ghirardelli Associates, Inc.

All three consultant teams are highly qualified and are considered eligible for award; however, the RFP specified that only one contract would be needed. At this time, contract negotiations with 4LEAF, Inc. are not yet finalized but Staff believes that successful completion of negotiations with this consultant team is imminent. Due to the expiration of the existing GCMSS contracts and the need to provide support on upcoming projects. Staff recommends that the Board conditionally award a contract to 4LEAF, Inc. upon successful completion of negotiations and that the General Manager/CEO be authorized to execute the contract.

The contract term will be for 3 years with a SacRT option to renew for two 1-year periods. When SacRT requires services of a GCMSS Consultant, a Work Order will be prepared consistent with the RFP requirements and Consultant’s proposal. Staff will verify that funding is available prior to executing any Work Order and any Work Order that exceeds the General Manager/CEO’s contracting authority will be brought before the Board for approval.

The Disadvantaged Business Enterprise (DBE) requirements pertaining to this Contract are an important part of the basis for selection and award of a contract. Each Proposer submitted with its Proposal a DBE Commitments Form for Work Order Contracts. Proposers identified their team of certified DBE Subconsultants the Proposer will utilize during the term of the Contract to attempt in good faith to achieve the DBE Goals established for Work Orders that are funded with federal assistance, that have subcontracting opportunities, and for which there is an available pool of DBEs that are certified. Of its 11 listed subconsultants, 4LEAF, Inc. listed five certified DBE Subconsultants.

On May 30, 2019, Staff issued a Notice of Intent to Recommend Award of the GCMSS contract to 4LEAF, Inc. Per SacRT’s Procurement Ordinance, protests of Staff’s recommendation pertaining to the award of a contract must be received by SacRT staff no later than 10 working days from the date of the letter providing notice of the Staff recommendation. Because 10 days have not passed since notice of Staff’s recommendation was released, and because negotiations are not complete, award of this contract is conditional, pending the completion of the required 10-day protest period with no protests received and successful completion of negotiations.

Staff recommends the Board conditionally award the Contract for General Construction Management Support Services (GCMSS) to 4LEAF, Inc.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**CONDITIONALLY AWARDING A CONTRACT FOR GENERAL CONSTRUCTION  
MANAGEMENT SUPPORT SERVICES (GCMSS) TO 4LEAF, INC.**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Contract between Sacramento Regional Transit District, therein referred to as "SacRT," and 4LEAF, Inc., therein referred to as "Consultant," wherein Consultant agrees to provide General Construction Management Support Services, as specified, on a Work Order basis for an amount not to exceed \$3,000,000, is conditionally approved subject to successful completion of contract negotiations and on condition that a protest of this award is not timely filed.

THAT, the General Manager/CEO is hereby authorized to execute said Contract with 4LEAF, Inc. upon satisfaction of the foregoing contingencies.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary



# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
17	06/10/19	Open	Action	06/05/19

Subject: Terms of Settlement for Labor Negotiations between SacRT and ATU Local 256

## ISSUE

Whether or not to conditionally approve the terms for settlement of labor contract negotiations between Sacramento Regional Transit District (SacRT) and Amalgamated Transit Union, Local 256, (ATU), for a four year term of April 1, 2019 through March 31, 2023.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_\_, Conditionally Approving the Terms for Settlement of Labor Contract Negotiations between Sacramento Regional Transit District and Amalgamated Transit Union, Local 256, for a Four Year Term April 1, 2019 through March 31, 2023.

## FISCAL IMPACT

Budgeted:	Yes	This FY (2019):	\$	10,370,624 (3 months)
Budget Source:	Operating	FY 2020:	\$	41,749,866 12 months
Cost Cntr/GL Acct(s) or Capital Project #:	Various Departmental Labor Accounts	FY 2021:	\$	42,903,419 12 months
		FY 2022:	\$	44,287,450 12 months
		FY 2023	\$	33,957,375 9 months
		TOTAL:	\$	173,268,734

Note: This fiscal impact only reflects a 3% wage increase assuming the same level of service. Additionally, this does not account for increases in medical insurance premiums and other benefits (i.e. pension, dental, etc.)

## DISCUSSION

Representative of SacRT and ATU began meeting on March 12, 2019 for the purpose of renegotiating certain provisions of the Collective Bargaining Agreement (CBA) which expired on March 31, 2019. The negotiating teams reached tentative agreement for a full and complete settlement of issues opened for renegotiation, subject to ratification and approval by ATU membership and the SacRT Board of Directors.

In summary, the substantive terms for settlement are as follows:

1. Term of Agreement: 4 years from April 1, 2019 through March 31, 2023.

Approved:

Presented:

Final 06/05/19

General Manager/CEO

AVP, Human Resources and Labor Relations

J:\Board Meeting Documents\2019\09 June 10, 2019\ATU Contract IP (Version 5-29-2019).docm

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
17	06/10/19	Open	Action	06/05/19

Subject: Terms of Settlement for Labor Negotiations between SacRT and ATU Local 256

2. Wage Package:

Provides for 3% general wage increases on April 1, 2019, April 1, 2020, April 1, 2021 and April 1, 2022.

3. Part-time Operators:

- Permits the employment of up to 5 Part-time Operators for specified pieces of work.
- Precludes the reduction of Full-time Operator positions and overtime or the lay-off of Full-time Operators at any time Part-time Operators are employed.

4. Transit Agents:

- Terminates the demonstration projects under which SacRT employed Transit Agents for fare inspection and provides for the implementation of a regular SacRT program for improved fare inspection and customer service.
- Extends full contract and benefits coverage to employees hired to work in the new fare inspection and customer service program.

The terms for settlement have been reduced to writing. The employee membership of the ATU is scheduled to vote to ratify the terms of the settlement on June 11, 2019.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**CONDITIONALLY APPROVING THE TERMS FOR SETTLEMENT OF LABOR CONTRACT NEGOTIATIONS BETWEEN SACRAMENTO REGIONAL TRANSIT DISTRICT AND AMALGAMATED TRANSIT UNION, LOCAL 256, FOR A FOUR TERM APRIL 1, 2019 THROUGH MARCH 31, 2023**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the labor contract settlement terms between Sacramento Regional Transit District (SacRT) and Amalgamated Transit Union, Local 256 (ATU), establishing compensation, benefits, retirement and other terms and conditions of employment for employee members of ATU, for the period of April 1, 2019 through March 31, 2023, is hereby conditionally approved pending ratification by the ATU membership scheduled for June 11, 2019.

THAT, the General Manager/CEO is hereby authorized to bind SacRT to a Collective Bargaining Agreement (CBA) with ATU whereby the existing CBA, including the Retirement plan are amended and restated to provide for the changes to compensation, benefits and other terms and conditions of employment.

THAT, the General Manager/CEO is hereby authorized to execute the fully revised CBA on behalf of SacRT to implement the terms upon ratification by the ATU membership.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
18	06/10/19	Open	Action	06/05/19

Subject: Sole Source Contract with Siemens Mobility for Maintenance Support of the UTDC Light Rail Vehicles

## ISSUE

Whether or not to approve a Sole Source procurement and approving a Contract for UTDC Repairs and Maintenance Support with Siemens Mobility, Inc.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_, Approving a Sole Source Procurement and Approving a Contract for UTDC Repairs and Maintenance Support with Siemens Mobility, Inc.

## FISCAL IMPACT

Budgeted:	Yes	FY 2020:	\$	349,440.00
Budget Source:	N/A	FY 2021:	\$	
Funding Source:	STA-SB1, Anticipated; may change if necessary	FY 2022:	\$	
Cost Cntr/GL Acct(s) or Capital Project #:	TBD	Total Amount:	\$	*349,440.00
Total Budget:	\$ 349,440.00			

\*Four full-time on-site technicians to perform all activities required for Maintenance Support for the UTDC Light Rail Vehicles. Two technicians working the day shift at the rate of \$260.00 per hour, 8 hours a day. Two technicians working the swing shift at the rate of \$286.00 per hour, 8 hours a day.

## DISCUSSION

The UTDC LRVs are a part of the fleet management plan and are needed to free up CAF LRVs to start the mid-life overhaul and for increasing repairs to the aging Siemens fleet of U2As.

In 2010, SacRT awarded the Contract for UTDC Light Rail Vehicle (LRV) Refurbishment to Siemens Industry, Inc. now known as Siemens Mobility, Inc. The contract required Siemens Industry, Inc. to refurbish 21 UTDC LRVs by overhauling and repairing the vehicle body and existing systems, upgrading some obsolete systems, and adding safety related monitoring systems. The refurbishment contract did not include the "Industry Standard" portion for new LRVs that require the Contractor staff to remain on site to provide support during the period after final acceptance to the point where LRVs are able to reliably run in revenue service. This period is typically a year. However, the Contract did include a requirement that Siemens provide no cost on-site support within 48 hours of a request by SacRT for the period from

Approved:

Presented:

Final 06/05/19

General Manager/CEO

VP, Operations

J:\Board Meeting Documents\2019\09 June 10, 2019\Siemens - UTDC Maintenance Support.docm

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
18	06/10/19	Open	Action	06/05/19

Subject: Sole Source Contract with Siemens Mobility for Maintenance Support of the UTDC Light Rail Vehicles

arrival of the first car until Final Acceptance of the last car and within 48 hours of a request for service during the Warranty period.

In 2017, the LRV refurbishment portion of the contract with Siemens was completed. SacRT's Maintenance department found that, despite the training provisions of the refurbishment contract, the level of effort required to commission the LRVs was beyond their ability with the current staffing level and knowledge base. As a result, the UTDC LRVs were being placed out of service and not available for revenue service. Under two contracts spanning from June 26, 2017 to September 30, 2018, Siemens provided maintenance and repair services for a total contract cost of \$1,285,000. SacRT was hopeful that this prolonged maintenance effort would allow the vehicles to perform reliably, but unfortunately that has not been the case and there are a number of recurring and new issues that have kept the vehicles out of service.

In December 2018, SacRT's Maintenance Supervisor most knowledgeable about the vehicles and responsible for training LRV technicians on UTDC vehicle maintenance retired. In addition, SacRT currently has a shortage of LRV technicians capable of troubleshooting and repairing issues on these vehicles. Currently, only 3 of the 21 UTDC LRVs are in revenue service, which is directly affecting the ability to meet the service level to our customers by running LRV consists than are less than 4 cars in length during peak times.

It appears that SacRT may require long-term maintenance support to keep these vehicles in service. In the coming months, Staff will be conducting an RFP process to select a vendor to provide such services as needed for the next several years.

In the interim, to ensure that more UTDC vehicles are in service during the summer months, when high temperatures can negatively affect vehicle systems in SacRT's aging LRV fleet and result in vehicles being out of service, presenting service reliability issues, Staff is recommending that SacRT enter into a new short-term contract with Siemens to provide maintenance support. This contract, unlike prior agreements, will require Siemens technicians to work alongside SacRT technicians to provide hands-on training to SacRT staff as repairs are being undertaken, in the hopes of increasing the knowledge base of SacRT employees and minimizing the need for future services under the longer-term contract. Two Siemens technicians will be assigned to first shift and two will be assigned to the second shift in an attempt to ensure that all SacRT personnel have the opportunity to receive this hands-on training.

The UTDC LRVs were manufactured in 1985 and are not currently being operated by any other transit agency in North America. Due to its involvement in the refurbishment process, Siemens Industry, Inc. technicians will be able to start work on the LRVs as soon as technicians are available without the need for vehicle familiarization since they refurbished the LRVs and designed some of the features. The contract will specify that only LRV technicians with past UTDC experience will work on the contract.

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
18	06/10/19	Open	Action	06/05/19

Subject: Sole Source Contract with Siemens Mobility for Maintenance Support of the UTDC Light Rail Vehicles

Staff recommends that the Board approve a short-term sole source procurement with Siemens Mobility, Inc. to retain 4 full-time on-site technicians to maintain for the UTDC LRVs for 120 days to provide time to conduct a full and open procurement for long-term services.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING A SOLE SOURCE PROCUREMENT AND APPROVING A CONTRACT FOR UTDC REPAIRS AND MAINTENANCE SUPPORT WITH SIEMENS MOBILITY, INC.**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, in accordance with Section 1.405.A.3 of SacRT Procurement Ordinance, a sole source procurement for services is permitted for federally-funded contracts when authorized by the FTA.

THAT, the FTA permits a sole source contract if there is an “unusual and compelling urgency” that will not permit a delay resulting from competitive solicitation for the property or services.

THAT, due to its involvement in the UTDC vehicle refurbishment project, Siemens Mobility, Inc. has the requisite knowledge and skills to immediately begin performing repair and maintenance work on this fleet.

THAT, if a sole source procurement with Siemens Mobility, Inc. for UTDC maintenance and repairs is not executed immediately, high summer temperatures that impact SacRT’s light rail fleet will cause vehicles to be out of service and significantly impact SacRT’s service reliability.

THAT, the Contract for UTDC Repair and Maintenance Support by and between Sacramento Regional Transit District (therein “SacRT”) and Siemens Mobility, Inc. (therein “Contractor”) whereby Siemens agrees to provide 4 full-time on-site technicians for an amount not to exceed \$349,440.00, is hereby approved.

THAT, the Chair and General Manager/CEO are authorized and directed to execute the foregoing Contract.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
19	06/10/19	Open	Action	05/31/19

Subject: Approving Work Order No. 11 and Conditionally Approving Work Order No. 12 to the Contract with Mark Thomas & Company, Inc. for General Engineering Support Services - 2016 for Design Development and Final Design of the Dos Rios Station Project

## ISSUE

Whether or not to approve Work Order No. 11 and conditionally approve Work Order No. 12 to the Contract for General Engineering Support Services - 2016 with Mark Thomas & Company, Inc. for Design Development and Final Design of the Dos Rios Station Project.

## RECOMMENDED ACTION

- A. Adopt Resolution No. 19-06-\_\_\_\_, Approving Work Order No. 11 to the Contract with Mark Thomas & Company, Inc. for General Engineering Support Services - 2016 for Design Development of the Dos Rios Station Project; and
- B. Adopt Resolution No. 19-06-\_\_\_\_, Conditionally Approving Work Order No. 12 to the Contract with Mark Thomas & Company, Inc. for General Engineering Support Services - 2016 for Final Design of the Dos Rios Station Project.

## FISCAL IMPACT

Budgeted:	Yes	This FY:	\$	149,662.99
Budget Source:	Capital	Next FY:	\$	924,914.99
Funding Source:	CMAQ, SJRA (CDBG)	Annualized:	\$	N/A
Cost Cntr/GL Acct(s) or Capital Project #:	R055	Total Amount:	\$	1,074,577.98
Total Budget:	\$ 1,074,577.98			
Work Order No. 11	\$ 149,662.99			
Work Order No. 12	\$ 924,914.99			
Total	\$1,074,577.98			

## DISCUSSION

The City of Sacramento (City), in partnership with the Sacramento Housing and Redevelopment Agency (SHRA) and the Sacramento Regional Transit District (SacRT), proposes implementation of the Twin Rivers Transit-Oriented Development and Light Rail Station Project (Project). The Project would develop a mixed-income, mixed-use community comprising of 218 replacement public housing units, 281 new market-rate rental and Low-Income Housing Tax Credit (LIHTC) units, a realigned internal street network, green open space, and other community amenities on two noncontiguous properties in close proximity to one another, totaling approximately 24.2 acres that currently includes public housing and undeveloped land. The Project would also include

Approved:

Presented:

Final 06/05/19

General Manager/CEO

Director, Civil and Track Design

J:\Board Meeting Documents\2019\09 June 10, 2019\GESS Work Order No. 11 - Dos Rios Station Final Design.doc



Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
19	06/10/19	Open	Action	05/31/19

Subject: Approving Work Order No. 11 and Conditionally Approving Work Order No. 12 to the Contract with Mark Thomas & Company, Inc. for General Engineering Support Services - 2016 for Design Development and Final Design of the Dos Rios Station Project

construction and operation of the proposed SacRT Dos Rios Light Rail Station on the existing SacRT light rail Blue Line and adjacent to North 12th Street. The new Dos Rios Station requires track realignment, signaling modifications, systems upgrades, along with the station architectural design.

The Board approved the Preliminary Design contract with Kimley Horn and Associates, Inc. for the Dos Rios Station on December 27, 2014. After two separate designs were rejected by stake holders, the Portland State University Center for Public Interest Design (CPID) developed an updated design based on extensive collaboration with the community and stakeholders' input.

The project is now environmentally cleared and funding will be available to proceed with Final Design. On November 13, 2017, the Board approved Resolution No. 17-11-0149 adopting a Mitigated Negative Declaration for the Dos Rios Light Rail Station Project. The Federal Transit Administration (FTA) approved the Categorical Exclusion request in a letter dated May 3, 2019.

To accommodate SacRT's available funding, Mark Thomas & Company, Inc. has split the Dos Rios Station design into two Work Orders. Work Order No. 11 for \$149,662.99 includes preparing the 30% Design Development Plans and Estimates to include the concepts for the CPID study and preliminary engineering activities to support SacRT for Right of Way acquisitions and utility relocations. Work Order No. 12 for \$924,914.99 would include the Final Design Plans, Specifications & Estimate for the light rail station roadway, platform, track, station architecture, structures, landscape and systems design elements.

The project currently has \$235,220 available to fund Work Order No. 11. The remaining funds have been committed to the Project but have not been released. Once the funds have been released and are available, Work Order No. 12 can be executed.

Staff recommends that the Board approve Work Order No. 11 to the Contract for General Engineering Support Services – 2016 with Mark Thomas & Company, Inc. for Design Development of the Dos Rios Station Project and also conditionally approve Work Order No. 12 to the Contract for General Engineering Support Services – 2016 with Mark Thomas & Company, Inc. for Final Design of the Dos Rios Station Project, subject to funding availability.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING WORK ORDER NO. 11 TO THE CONTRACT WITH MARK THOMAS & COMPANY, INC. FOR GENERAL ENGINEERING SUPPORT SERVICES – 2016 FOR DESIGN DEVELOPMENT OF THE DOS RIOS STATION PROJECT**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, Work Order No. 11 to the Contract for General Engineering Support Services - 2016 between the Sacramento Regional Transit District, therein referred to as "RT," and Mark Thomas & Company, Inc., therein referred to as "Consultant," whereby Consultant agrees to provide Design Development Services for the Dos Rios Station Project, for an amount not to exceed \$149,662.99, is hereby approved.

THAT, the General Manager/CEO is hereby authorized and directed to execute said Work Order.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**CONDITIONALLY APPROVING WORK ORDER NO. 12 TO THE CONTRACT WITH  
MARK THOMAS & COMPANY, INC. FOR GENERAL ENGINEERING SUPPORT  
SERVICES – 2016 FOR FINAL DESIGN OF THE DOS RIOS STATION PROJECT**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, Work Order No. 12 to the Contract for General Engineering Support Services - 2016 between the Sacramento Regional Transit District, therein referred to as "RT," and Mark Thomas & Company, Inc., therein referred to as "Consultant," whereby Consultant agrees to provide Final Design Services for the Dos Rios Station Project, for an amount not to exceed \$924,914.99, is hereby approved, contingent upon funding.

THAT, the General Manager/CEO is hereby authorized and directed to execute said Work Order upon satisfaction of the foregoing contingency.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
20	06/10/19	Open	Action	06/05/19

Subject: Amending and Restating the Personnel Rules and Procedures and Retirement Plan for Salaried Employees

## ISSUE

Whether or not to amend, restate and retitle the Sacramento Regional Transit District (SacRT) Personnel Rules and Procedures (PRP) to the SacRT Personnel Policy Manual.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_\_, Amending and Restating the Personnel Rules and Procedures and Renaming the Document the SacRT Personnel Policy Manual (PPM).

## FISCAL IMPACT

It is anticipated that the net changes to the Personnel Rules and Procedures could result in a budgetary savings.

## DISCUSSION

Staff recently conducted a comprehensive review of the SacRT Personnel Rules and Procedures (PRP) to ensure that the agency is compliant with applicable labor laws, identify duplicative or out of date language and to ensure best practices in the area of personnel management.

Amendments are required at this time to reflect that employees in classifications formerly represented by the Administrative Employees Association (AEA), will no longer be governed by the PRP and to clarify that the PPM has general applicability to all SacRT employees. Those employees recently elected Operating Engineers - Local 3 to represent them regarding wages, hours and terms and conditions of employment with SacRT. Labor Relations staff will begin negotiations with Local 3 on a collective bargaining agreement later this month.

The substantive amendments to the Personnel Rules and Procedures include:

1. Removing references to AEA.
2. Declaring that the Personnel Policy Manual (PPM) applies to all SacRT employees unless its provisions are in direct conflict with a collective bargaining agreement (CBA) in which case, the CBA will prevail.
3. Restructuring the articles in more logical order for ease of administration.
4. Incorporating amendments adopted by the Board over the past 3 years.
5. Eliminating voluminous and redundant content that is contained elsewhere in discrete SacRT policies and/or Standard Operating Procedures.
6. Separating the Salaried Employee Retirement Plan from the PRP.

Approved:

Presented:

Final 06/05/19  
General Manager/CEO

AVP, Labor Relations and Human Resources

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
20	06/10/19	Open	Action	06/05/19

Subject: Amending and Restating the Personnel Rules and Procedures and Retirement Plan for Salaried Employees

A summary of the specific changes to the document is attached as Attachment 1.

The amended PRP is attached to the accompanying Resolution as Exhibit A.

Staff recommends the Board approve the amendment and restatement of, and the retitling of, the PRP.

Articles 1 & 2 - Consolidates current Articles 1 & 2 into 1 article

- Eliminates reference to AEA & apply to all EE's
- Provides deferral to CBA if in conflict
- Some process changes to reflect best practices

Article 3 - Modifications to Employment and Recruitment Processes

- Becomes Article 2
- Raises PSC pay threshold to \$100,000
- Refers to HR SOP for recruitment process criteria
- Adds permissive reinstatement process
- Permits waiver of normal recruitment process for "at will" employees as per previous Board action

Article 4 - Restructures Employment Categories

- Becomes Article 3
- Limited to definitions of regular full-time and regular part-time employees

Article 5 – Temporary Employment

- Becomes Article 4
- Organizational changes for ease of reading
- Raises salary threshold for PSC to \$100,000
- Incorporates previous Board action adding Limited Term category

Article 6 - Modifications to Workweek and Workday

- Becomes Article 5
- "Clean up" of definitions
- Clarifies evaluation criteria for approving alternative workweek requests

Article 7 – Probationary Status

- Becomes Article 6
- Incorporates previous expansion of "at will" employment
- Standardizes probation to 12 month period from 6 months or 9 months
- Provides limited criteria for extending probationary period

Article 8 – Employee Pay Plan

- Becomes Article 7
- Incorporates change from 2015 regarding new employee salary offers
- Eliminates unlawful collection of overpayment language
- Modifies annual performance evaluation language
- Provides that pay range adjustments will be at the discretion of the GM/CEO
- Sets annual merit increases at 3%
- Eliminates 5% salary increase upon completion of probation

## Article 9 – Overtime/Compensatory Time Off

- Becomes Article 8
- Limits overtime to work in excess of 40 hours physically worked in a work week
- Eliminates Incidental Time Off but permits GM/CEO to authorize OT/CTO to exempt employees in extraordinary circumstances

## Article 10 – Employee Benefits

- Becomes Article 9
- Requires that employees provide proof of minimum essential coverage in order to receive cash in lieu of medical benefits
- Modifies language re retiree health
- Adds references for retiree dental and vision benefits
- Modifies language re tuition reimbursement to defer process to HR SOP
- Modifies language re transit passes to defer process to HR SOP
- Modifies language re employee parking to defer process to HR SOP

## Article 11 – Holidays and Vacations

- Becomes Article 10
- Incorporates previous elimination of Birthday Holiday and addition of 5<sup>th</sup> Floating Holiday
- Memorializes current practice requiring sell-back of unused Floating Holidays each year
- Substitutes IRS compliant language for vacation sell back
- Eliminates “457” reference for vacation sellback allowing also for contribution to 401 (a)
- Minor modification in Accruals for Transferring Employees

## Article 12 – Fitness for Duty

- Becomes Article 11

## Article 13 – Leaves

- Becomes Article 12
- Incorporates recent Board action to allow 576 hours maximum accrual reset to 480 at end of calendar year with surrendered hours converted to cash to 401 (a)
- “Clean up” on internal section references
- Modifies name of Supplemental Sick Leave to Catastrophic Leave and defers conditions for participation and process to HR SOP
- Adds Kin Care Leave
- Moves Furlough language to leaves article

## Article 14 – Safety Shoes

- Becomes Article 13
- Retitled Safety Footwear
- Modifies language to defer criteria for providing safety footwear and process to Safety Office SOP

## Article 15 – Personnel Records/Policies

- Becomes Article 14

## Article 16 – Disciplinary Action

- Becomes Article 15
- Restructures article for ease of reading and administration of discipline
- Expands exception for at will employees
- Distinguishes between informal and formal discipline
- Acknowledges principle of progressive discipline with caveat for exceptions
- Adds Reduction in Pay to list of acceptable disciplinary actions
- Modifies language re contents of Charge Letter for case law compliance
- Modifies language regarding conflict of interest

## Article 17 – Complaint Review Process

- Becomes Article 16
- Excludes expanded list of “at will” employees from appealing disciplinary action
- Eliminates option for panel review of discipline at Step 3 and designates GM/CEO as final internal administrative reviewer

## Article 18 – Employer/Employee Organization Relations

- Becomes Article 17
- Substitutes reference to PUC as statutory authority for inapplicable reference to MMBA
- Provides specific statutory authorization language
- Modifies dues deduction language to comply with *Janus* and Government Code revisions
- Modifies bargaining unit designation and employee organization certification processes to reflect current best practices

## Article 19 – Reduction in Force

- Becomes Article 18
- Makes layoff subject to seniority
- Eliminates rotation of layoff

## Article 20 – Drug and Alcohol Testing &amp; Rehabilitation

- Becomes Article 19
- Eliminates redundant language found in Regulation and/or DAT Policy



Article 21 - Retired Employee and Dependent Health and Welfare Benefits

- Eliminates current language in Article 21

Article 22 – Compensation for Retirement Board Members

- Becomes Article 21 for more logical order of provisions
- Adds compensation for Retirement Board approved training activities outside of normal work hours

Article 23 – Retirement Plan

- Becomes Article 20 for more logical order of provisions
- Eliminates incorporation of Retirement Plan into Personnel Policy Manual as it is a stand alone document
- Permits exclusion of designated employees from Pension Plans
- Specifies contributions and benefits shall be actuarially sound and consistent with applicable law

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**AMENDING AND RESTATING THE PERSONNEL RULES AND PROCEDURES AND  
RENAMING THE DOCUMENT THE SACRT PERSONNEL POLICY MANUAL (PPM)**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE  
SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board approves the amended and restated Personnel Rules and  
Procedures.

THAT, the Board approves renaming the Personnel Rules and Procedures, as  
amended and restated, as the Personnel Policy Manual.

THAT, the General Manager/CEO is hereby authorized to implement the amended  
and restated Personnel Policy Manual on behalf of SacRT and to implement its terms as  
set forth in Exhibit A.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

**SACRAMENTO REGIONAL TRANSIT DISTRICT**

**PERSONNEL POLICY MANUAL**

Adopted by the Board of Directors

On

June 10 2019

(Resolution No. 19-06-XXX)

Effective July 1, 2019

**(Please Note: This is a “Final Draft” and is subject to additional formatting and structural editing not affecting the content.)**

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**ARTICLE 1: GENERAL ADMINISTRATION OF PERSONNEL RULES AND PROCEDURES**

**§1.01 Application**

These Personnel Rules and Procedures are applicable to all employees except as provided in §1.02.

These Rules and Procedures are subject to modification by the General Manager/Chief Executive Officer (GM/ CEO) and approval by the Board of Directors.

**§1.02 Precedence of Collective Bargaining Agreements**

In the event that any provision of these Personnel Rules and Procedures is in conflict with a collective bargaining agreement negotiated by an exclusively recognized employee organization as defined in §17.03 (J) the terms of the collective bargaining agreement will prevail.

**§1.03 Management Rights**

Except as specifically restricted by the express terms of another provision of this Personnel Policy Manual or by the express terms of a collective bargaining agreement:

- A. SacRT retains all rights of management, including the right to direct an employee; to hire, classify, promote, train, transfer, assign and retain an employee; and to suspend, demote, discharge or take other disciplinary action against an employee for cause.
- B. SacRT maintains the right to relieve an employee from duty because of lack of work, lack of funds, reorganization, or other just- cause reasons including, without limitation, compliance with §1.07.
- C. SacRT will determine organization and budget to maintain the efficiency of the operations entrusted to it, and determine the methods, technology, means and personnel by which such operations are to be conducted, including contracting and subcontracting.
- D. SacRT maintains the right to take whatever action may be necessary regardless of prior commitments to carry out the mission of SacRT in an emergency or any unforeseen combination of circumstances, which calls for immediate action.
- E. SacRT and its management officials have the right to make rules and regulations pertaining to employees consistent with the safe and efficient operation of SacRT's business.



**§1.04 Code Of Ethics/Conflict Of Interest**

All employees are required to comply with the Code of Ethics and Conflict of Interest contained in Title II of the Administrative Code.

**§1.05 Public Statements**

To ensure that public statements by staff other than the General Manager/CEO reflect SacRT's position, staff will direct all media inquiries with the SacRT media spokesperson.

**§1.06 Equal Employment Opportunity**

SacRT supports the equal employment concept of hiring new employees or promoting employees on the basis of merit without regard to race, religious creed, color, national origin, ancestry, ethnicity, physical and/or mental disability, medical condition, genetic information, marital status, sex (including pregnancy, childbirth, breast feeding), gender, gender identity, gender expression, age (40 years or older), military and veteran status, , political affiliation, Vietnam-era veteran status, sexual orientation, or inclusion in a disadvantaged group under Government Code §12940 et seq. or federal law.

SacRT promotes equal employment opportunity in all of its employment practices as set forth in SacRT's Equal Employment Opportunity/Affirmative Action (EEO/AA) Policy Statement and in accordance with the Americans with Disabilities Act of 1990 (ADA) and other applicable Federal and State statutes.

**§1.07 Nepotism**

Policy

It is SacRT's policy that employees will not use their position to grant preferential treatment to another employee based on their status as a relative, or because they have an analogous status. Specific parameters and procedures are contained in the Nepotism Policy Statement.

**§1.08 Legal Summons or Service**

- A. In no instance will any SacRT employee accept legal service of any document concerning another employee unless it is directly related to his or her job responsibilities. All such actions will be referred immediately to the Legal Department.
- B. Only the Legal Department, or the General Manager/CEO's Office or designee, in the event Legal Department personnel are not available, will accept legal service of a document.

**ARTICLE 2: EMPLOYMENT AND RECRUITMENT**

**§2.01 Vacancy Recruitment**

**A. Determination of Recruitment Process**

1. Prior to posting a position, the method of recruitment shall be determined by the Human Resources Department in accordance with Standard Operating Procedures. Methods may include promotional only, internal or internal/external recruitment depending upon the nature and level of the position.
2. Individuals hired, or a current employee appointed, promoted or transferred into a position at the Executive Management Level (EMT), as a Director or as an equivalent level manager, will be classified as an at-will employee serving at the pleasure of the General Manager/CEO or designee. For purposes of hiring an at-will employee, the General Manager/CEO or designee may waive the recruitment processes outlined in the Human Resources Standard Operating Procedures.

**B. Acting Appointment**

An individual may be selected to fill any previously authorized position on an "acting" basis upon the approval of the GM/CEO. Such selections will not exceed 90 calendar days except where unusual and/or unforeseen circumstances dictate otherwise, as determined and approved by the General Manager/CEO.

**C. Reassignment**

1. A "reassignment" occurs when an employee is assigned from one responsibility center (typically a department) to another in order to fill a vacancy in the same job classification.
2. Any reassignment shall be made in accordance with Human Resources Standard Operating Procedures.

**D. Permissive Reemployment and Reinstatement**

1. A department manager or director may request to reemploy to a vacant position, without being required to complete the customary recruitment process, any person previously having probationary or regular status who was separated from employment:
  - (a) by resignation,

(b) by service retirement,

(c) by termination from limited term or temporary appointment.

In addition, an employee who was separated from employment for medical reasons will have reemployment eligibility to that position when the employee again meets the requirements for continuing

2. Reemployment may be permitted subject to the following:
  - (a) The department manager or director requests to bypass the customary recruitment process to expedite reemployment of the individual.
  - (b) The employee separated from employment in good standing within the preceding 5 years.
  - (c) The employee did not resign or retire to avoid an investigation of alleged misconduct, termination or other disciplinary action.
  - (d) The employee meets all of the requirements for placement in the position desired.
  - (e) The employee satisfactorily completes all required pre-employment activities including, but not limited to, medical examination, background check, DMV licensure check, pre-employment drug testing, etc.
  - (f) An employee who previously held regular status in a position may be required to serve a new probationary period at the discretion of the department manager or director.
  - (g) An employee who was serving a probationary period at the time of separation will be subject to a new probationary period appropriate to the classification to which the employee is reinstated.
  - (h) There are no legal, contractual or policy restrictions that would preclude reinstatement of the employee.
3. Reemployment may be made to any regular full-time, regular part-time or limited term position in the classification vacated or from which separated.
4. Any decision by a department manager or director not to reemploy a former employee pursuant to this section and to follow the customary recruitment process for the position will not be subject to the complaint or appeal process specified in Article 16.

**§2.02     Resignation**

Resignation is defined as a voluntary separation of employment initiated by the employee. A resignation should be submitted in writing and, once accepted and acknowledged in writing by the Department Manager/Director, or EMT Member, it may not be withdrawn unless authorized in writing by the General Manager/CEO or designee.

**ARTICLE 3: EMPLOYMENT CATEGORIES**

**§3.01** A. Regular Full-Time Employee

An individual hired into a position authorized by the Board of Directors who normally works 40 hours each week.

B. Regular Part-Time Employee

An individual who hired into a position authorized by the Board of Directors who normally works less than 30 hours each week.

## **ARTICLE 4: TEMPORARY EMPLOYMENT**

### **§4.01 Definitions**

#### **A. Temporary Employee**

An individual hired by SacRT on a temporary basis to perform duties and responsibilities as defined in an approved job classification for which there is a budgeted vacancy, either full-time or part-time, which will not exceed 24 months in duration.

#### **B. Personal Services Contract (PSC) Employee**

An individual employed by way of a Personal Services Contract (PSC) for a term not to exceed 12 months and an amount not to exceed \$100,000 provided: (i) the individual's duties and responsibilities are substantially different from those set out in an approved job classification and/or (ii) there is no budgeted position in an approved job classification, either full-time or part-time.

#### **C. Limited Term Employee**

An individual employed on either a full-time or part-time basis in a position established for the purpose of fulfilling a contract for services to another public entity, for the purpose of providing a service or function with a temporary or unconfirmed funding source or to perform work associated with a specific program or project of a non-permanent nature.

### **§4.02 Employment Of Temporary Employees**

#### **A. Temporary Employee Position**

A budgeted position vacancy in an authorized job classification may be filled by a Temporary Employee, either full-time or part-time, as determined by SacRT.

#### **B. Personal Service Contract Employee Extensions**

A Personal Services Contract that is anticipated to exceed 12 months or has a total consideration anticipated to exceed \$100,000 must be approved by the Board. A Personal Services Contract will terminate upon the expiration of 12 months or expenditure of \$100,000 unless the Board approves an amendment to the PSC to extend the term and/or increase the total consideration.

C. Limited Term Employee

Limited Term employees may be hired at the discretion of the General Manager/CEO or designee where a service is to be provided on a contract basis to another entity or where a funding source is limited in duration. The term of employment may be extended in the event the contract or temporary funding source for such services is extended.

**§4.03 Temporary Employee Benefits**

A. Temporary and PSC Employees

Except as expressly provided elsewhere in this Personnel Policy Manual, Temporary and PSC employees will not be eligible for SacRT benefits.

B. Limited Term Employee

The wages, hours and working conditions of Limited Term employees will be determined by the General Manager/CEO. Wages, hours and working conditions for Limited Term employees may be established for specific contracts, programs or services and may differ between such contracts, programs and services.

**§4.04 Part-Time Employees**

Regular Part-time employees as defined under §3.01B. will be eligible to receive benefits and work schedules as set forth below.

A. Workweek And Workday

The employee will work at times specified by the Department Manager/Director.

B. Sick Leave

Sick leave will be used as provided in §12.01 (A). herein, but will be accrued as specified below. Sick leave may only be taken on those days or for those hours that the employee is scheduled to work and is unable to work due to illness or injury.

1. Monthly Accrual

An employee must be in the active service of SacRT a minimum of 44 hours in any calendar month to receive 4 hours of sick leave for that month.

2. Maximum Accumulation

An employee may earn a maximum accrual per year of 48 hours. The maximum number of hours an employee can accumulate from year to year is 240 hours.

3. Sick Leave Compensation

Paid sick leave will be in proportion to the amount of time, which the employee would have worked on that day if not absent due to illness or injury.

C. Vacation

Vacation eligibility and use will be as provided in §10.02 herein. Vacation accrual will be earned as specified below:

1. Monthly Accrual

An employee in the active service of SacRT a minimum of 44 hours in any calendar month will receive half the vacation credit, as specified under §10.02 C. for that month.

2. Maximum Accumulation

The maximum accrual of vacation will not exceed that which the employee could accrue as a part-time employee in two years.

D. Holidays

An employee is eligible for holiday pay when the employee would have been regularly scheduled to work on that day. Such holiday payment will be in proportion to the amount of time that the employee would have worked on that day if it were not a holiday as follows:

1. Eligibility

A part-time employee is eligible for holiday pay 30 calendar days after the date of employment if the employee:

- (a) Has been in the active service of SacRT a minimum of 44 hours in the previous calendar month; and
- (b) Was in the active service on the last scheduled workday preceding and first scheduled workday following a paid holiday.



E. Jury Duty

An employee will be subject to the Jury Duty Provisions under §12.03. and will be paid the difference between the wages he or she would have received for the hours he or she was scheduled to work, if any, and any sum or sums received as a juror.

F. Transit Pass

Employees and their dependent(s) will be eligible for a transit pass in accordance with §9.05.

G. Flexible Spending Account

Employees will be eligible to participate in the Flexible Spending Account in accordance with §9.02.

H. Catastrophic Leave

Employees will be eligible to participate in Catastrophic Leave in accordance with §12.02 (B).

I. Employee Parking

Employees will be eligible for employee parking in accordance with §9.06.

J. Employee Assistance Program

Employees will be eligible for Employee Assistance Program benefits in accordance with §9.04.

K. Retirement Program

Employees may be eligible for retirement benefits as provided in the SacRT Retirement Plan. Part-time employees retiring under the Retirement Plan are not eligible for Health and Welfare Benefits for retirees.

## ARTICLE 5: WORKWEEK AND WORKDAY

### §5.01 Definitions

#### A. Workweek

The standard workweek will consist of seven days beginning at 12:00 a.m. on Sunday, and ending at 11:59 p.m. the following Saturday. When practicable, both full-time and part-time employees will have 2 consecutive days off in each workweek.

#### B. Workday

1. A workday will normally consist of eight work hours. Department Managers/Directors will ensure that all office functions are covered from 8:00 a.m. to 5:00 p.m., Monday through Friday. Full-time, part-time and temporary employees shall work at times specified by the appropriate department manager or director.
2. Notwithstanding the provisions of §5.03, a Department Manager/Director may rearrange an employee's daily work schedule to satisfy operational needs or to accommodate a request from an employee.

### §5.02 Breaks

#### A. Meal Breaks

Meal breaks are not considered "time worked" and will not be included when calculating the workday. Actual timing and duration of the meal break will be near the mid-point of the work shift at a time as determined by the Department Manager/Director, but in no instance will it be less than 30 minutes.

#### B. Rest Breaks

A rest break of 15 minutes will be allowed as near the middle of the first four hours of work and the second four hours of work as is practicable. A rest break is considered to be "time worked" in calculating the workday.

### §5.03 Flex-Time

#### A. Definitions

1. Flex-Time is a method of establishing an alternative to the basic "business day" working hours of 8:00 a.m. to 5:00 p.m. whereby an employee's starting and ending times may vary within the limits prescribed by SacRT.

2. Core Hours are those hours during a workday when all full-time employees are required to be on the job. For purposes of this provision, those hours are customarily 9:00 a.m. to 11:00 a.m. and 1:00 p.m. to 4:00 p.m. but may be modified to meet department needs.
3. Flex Hours are those hours during a workday when employees may be permitted to vary their work hours. For purposes of this provision, those hours are customarily 4:00 a.m. to 9:00 a.m., 11:00 a.m. to 1:00 p.m., and 4:00 p.m. to 6:00 p.m but may be modified to meet specific department needs.

B. Procedure

The decision on whether or not to allow flex-time for an employee will be made by each Department Manager/Director based upon the operational needs of the department.

1. Requests for flex-time must be in writing, submitted to the Department Manager/Director.
2. All requests and subsequent approvals or denials will be forwarded to the Human Resources Department for filing in the employee's personnel file.
3. Employee Responsibilities
  - (a) Employees are responsible for beginning and ending their workday in accordance with the approved flex-time schedule.
  - (b) Employees found abusing the program will have their flex-time privileges revoked.

**§5.04 Telecommuting**

SacRT may provide a voluntary Telecommuting Program to employees as an alternative to working at their customary workspace.

The responsibilities, requirements, training, equipment and approval process are outlined in the SacRT Telecommuting Procedure.

**§5.05 Alternative Workweek**

SacRT supports the implementation of alternative work schedules where services to the public during the days of the week and hours they have so authorized are not negatively impacted. The convenience of the employee(s) should not be the overriding consideration in implementing an alternative work schedule arrangement. It will be at the sole discretion of SacRT to

implement an alternative workweek schedule for an employee or a unit of employees.

A. Evaluation

1. The schedule must improve or maintain operational efficiency and productivity.
2. The schedule represents a cost savings or is cost neutral.
3. The schedule improves or maintains customer service levels.
4. The schedule addresses greater environmental responsibility while maintaining or enhancing service levels.
5. The schedule will not result in a reduction in quality of work or cause and excessive burden on other employees.

B. Definition

1. 9/8/80 Workweek: The 9/8/80 alternative work schedule is one in which an employee is regularly scheduled to work a combination of 9 hour and 8 hour work days for a total of 80 hours worked in each 2 consecutive calendar weeks, with an additional 1 day off which occurs on alternate weeks on the same calendar day as the 8 hour work day. The employee's workweek must be established so that it commences at the end of the 4<sup>th</sup> hour of the 8 hour work shift on the calendar day on which the 8 hour workday and the additional day off occur.
2. 4/10/40 Workweek: The 4/10/40 alternative work schedule is one in which an employee is regularly scheduled to work 4 work days of 10 hours with 3 days off during the standard workweek as defined in §5.01.

C. Compensation

1. Any employee whether subject to the provisions of the Fair Labor Standards Act or exempt from its provisions who is absent will be compensated as provided in these Rules And Procedures; however, not more than 8 hours of compensation per holiday or floating holiday will be paid on any single workday, including those workdays regularly scheduled to be over 8 hours in duration.
2. If a holiday or floating holiday, is taken on an employee's regularly scheduled workday which is scheduled to be more than 8 hours in duration, a non-exempt may supplement any holiday pay with accrued vacation or CTO to make up the difference between 8 hours

of holiday pay and the number of hours regularly scheduled to be worked on that day.

3. Sick leave and vacation accrual will be on the basis of 40 hours per week and may be used for the full number of hours an employee is scheduled to work for that day.
4. A non-exempt employee on a 4/10/40 or 9/8/80 schedule will only be entitled to overtime for work in excess of (40) hours in a workweek. Only hours physically worked during the workweek will be counted in determining hours worked for purposes of calculating overtime.
5. An employee's pay will be reduced for each hour or partial hour of absence up to the total number of hours regularly scheduled to be worked by the employee on the day of any absence, in accordance with SacRT Policy.

D. Management Responsibility

To ensure compliance with labor relations provision and budgetary/operational issues, department requests shall be evaluated by the Labor Relations Department. No alternative work schedules shall be implemented without prior written approval by the General Manager/CEO or designee.

## **ARTICLE 6: PROBATIONARY STATUS**

### **§6.01 Discretion Of SacRT**

- A. Newly hired employees other than those referenced in paragraph (B) below will be on probation for a trial period during which SacRT will have the discretion to judge the ability, competency, fitness and other qualifications to do the work for which they were employed. During this trial period, an employee may be terminated from employment for any reason provided it is not an unlawful reason, without recourse or appeal through the Complaint Review Procedure.
- B. Individuals hired or a current employee appointed, promoted, or transferred into a position at the Executive Management Level (EMT), Director or an equivalent manager level will be classified as an at-will employee at the pleasure of the General Manager/CEO or designee and are not subject to a probationary period.

### **§6.02 Duration**

- A. Newly hired employees will work their first 12 months of employment on probationary status.
- B. Current employees, including bargaining unit employees, promoted, laterally transferred, voluntarily demoted, or disciplinarily demoted into another job classification within SacRT will work their first 12 months on probationary status, except as provided in §7.04 F., Reassignment. A current employee who is promoted or laterally transferred who fails to satisfactorily complete the probationary period may be returned to the previously held position, if available, at the discretion of the department manager or director of the previous position.
- C. Current employees reassigned under §7.04 F., Reassignment, or involuntarily demoted for organizational change will not serve a probationary period.
- D. Current employees awarded a position as specified in §6.02B. or §6.02C. above, excluding disciplinary demotion, may, within the first 45 calendar days of the start of probation, request in writing to return to the previous position. Such request will not be denied, provided that the position has not been eliminated.
- E. In the event an employee is absent in excess of 10 workdays during the probationary period, the probationary period may be extended by the number of total days absent.

**§6.03**     **Completion**

- A. Upon completion of a new-hire probationary period, the employee will be given a performance review, according to the guidelines set forth in the Employee Performance Evaluation Manual, before moving into regular employment status.
  
- B. Upon successful completion of the new-hire probationary period, the employee will be eligible to receive a 3% annual increase in compensation, not to exceed the maximum of the range.

**§6.04**     **Restrictions During The Probationary Period**

During the 12 months following an individual's placement into any new position covered by these Rules And Procedures, the employee may not move into another position except to accept a "promotion" as defined in §7.04B.1.

## **ARTICLE 7: EMPLOYEE PAY PLAN**

### **§7.01 General Plan Of Employee Compensation**

#### **A. Competitive Compensation Practices**

Pay ranges at SacRT will be competitive with compensation provided for comparable jobs in other public agencies in the Sacramento area, private enterprises, and in the transit industry, where appropriate. The pay grades and ranges for each classification are reviewed periodically and adjusted accordingly. To ensure the validity of the pay grades and ranges, SacRT may perform or have performed internal and external comparison studies.

#### **B. Hiring Rates**

All employment offers including salary rates must be extended and approved by the Human Resources Department with salary rates greater than Range Midpoint requiring approval from the General Manager/CEO.

### **§7.02 Annual Performance Evaluation**

#### **A. Definition**

A performance evaluation is a rating of an employee's work performance in terms of results, behavior, attendance, demonstrated skills, and abilities for various purposes. It is used administratively for: pay, placement and promotion, and developmentally for: planning, performance improvement, and career development.

#### **B. Administration**

Each employee will receive a performance evaluation in a form prescribed by the General Manager/CEO and a written assessment of work performance by the employee's immediate Manager/Director or Supervisor at least once each year. Additional performance evaluations may be performed at intervals specified by the General Manager/CEO or designee.

#### **C. Performance Evaluation System**

An employee's immediate Manager/Director or Supervisor will determine an employee's overall performance rating. The method for determination of a rating will be prescribed and implemented by the General Manager/CEO or designee.



**§7.03 Job Classification Pay Range Adjustment**

A. Pay Range Adjustment

Pay ranges may be adjusted periodically in consideration of economic trends, competitive ranges of other similarly situated employers, recruitment and retention challenges and/or other relevant factors as determined by the General Manager/CEO or designee.

**§7.04 Salary Adjustments**

A. Performance Based Merit Increase

1. An employee who receives a rating for an annual performance evaluation of "meets standards in all evaluation criteria" or who receives a performance evaluation rating of "below standards" in two or fewer job elements will receive a performance based merit increase. The performance based merit increase is an increase to the employee's monthly salary equal to the lesser of: (i) 3% of the employee's monthly salary, or (ii) the difference between the maximum monthly salary for the employee's job classification and the employee's monthly salary. Except as provided in §7.04B.2. and §7.04B.3. below, an employee who does not initially receive a meets standards rating on the annual performance evaluation will not receive a performance merit increase for that evaluation period.
2. An employee who might receive a performance evaluation of "below standards" in one or more job elements contained in the performance evaluation will be given notice as follows:
  - (a) At least three months before the end of an employee's annual performance evaluation period, the employee's evaluator will give written notice to the employee listing each performance evaluation element for that employee, which the evaluator believes, might be scored "below standards." If the evaluator is absent from work for any reason on the day when the notice required by this paragraph must be given, the 3 month period specified below will be extended by one day for each day of delay in giving such notice after the fifth working day of delay. Written notice will be given by hand delivery to the employee or, if the employee is absent on the day such notice would have been hand delivered, by mailing the notice on that day by First Class U.S. mail to the employee's last known address on file with the Human Resources Department.

- (b) Notice is not required as to one or more performance elements if the employee's evaluator scores the employee "below standards" as to such performance elements because: (i) the employee's performance during the last 3 months of the performance evaluation period was substantially different from the performance during the first 9 months of the evaluation period and (ii) such difference in performance was the principal reason for the "below standards" score.
  - (c) If the notice required by this subsection 2 is not given to an employee, that employee's eligibility for a performance based merit increase will be determined as if the employee scored "meets standards" for each performance evaluation element for which such notice was not properly given. If such an employee receives a pay for performance increase, the merit increase will be effective on the date specified in paragraph (4) below and will remain in effect for the lesser of: (i) 3 months plus any time extension for delayed notice or (ii) until the effective date specified in paragraph (4) (ii) below.
3. An employee who does not initially receive a meets standards rating in the performance evaluation will have a second performance evaluation within 3 months after the date the annual performance evaluation was given. If the employee meets standards on the second performance evaluation, the employee will receive a performance merit increase. A new anniversary date will not be established, however. If an employee does not receive a meets standards rating on the second performance evaluation, the employee will not receive a performance merit increase for that evaluation period.
  4. The performance based merit increase for an employee who receives a performance evaluation rating of meets standards will be effective on: (i) the first day of the pay period after conclusion of the annual performance evaluation period if the employee meets standards in the initial annual performance evaluation or (ii) the first day of the pay period after the second performance evaluation if the employee meets standards in the second performance evaluation.
  5. If an employee's immediate supervisor fails to complete a performance evaluation within 30 days after conclusion of the annual performance evaluation period, the employee will receive the merit increase retroactive to the effective date set out in paragraph (4) above. However, this provision does not apply to the second performance evaluation.

B. Salary Increase Upon Promotion

1. A promotion is defined as movement of an employee from a job classification in a budgeted, Board authorized classification to a presently existing, budgeted, Board authorized classification in a higher salary range.
2. Upon promotion, an employee's monthly salary will be increased to the higher of: (i) the minimum monthly salary of the salary range of the classification to which the employee has been promoted or (ii) 5% above the employee's base salary rate immediately preceding the promotion, but in any case not to exceed the maximum of the salary range of the classification to which the employee has been promoted.

C. Salary Adjustment Upon Acting Appointment

Acting appointments may be used to fill budgeted positions or to meet an imminent need for additional staffing as follows. Such appointments will not normally exceed 90 calendar days and must be approved in writing. Acting appointments longer than 90 days require the written approval of the General Manager/CEO or designee.

When an acting appointment exceeds 30 days or is reasonably expected to exceed 30 days, the employee's salary will be adjusted as follows:

1. An employee in an acting appointment, filling a position with a higher salary, will be compensated 5% above the employee's base salary or the minimum of the appointed classification salary range, whichever is greater, as long as it does not exceed the maximum of the range, effective on the date of the appointment.
2. An employee in an acting appointment, filling a position in the same or a lower salary range, will have no change in compensation.
3. The additional compensation paid during an acting appointment will not be considered when calculating salary increases due to promotion or performance evaluations.

D. Lateral Transfer

1. For purposes of applying this provision, a "lateral transfer" will be defined as the movement of an employee from one job classification to another job classification within the same pay range, regardless of a change in responsibility center.
2. An employee awarded a lateral transfer will receive no change in compensation rate at time of change,

E. Reassignment

1. For purposes of applying this provision, a "reassignment" will be defined as the movement of an employee from one responsibility center to another responsibility center within the same classification.
2. Reassigned employees will receive no change in compensation rate at time of change.
3. Performance based pay eligibility will not be affected by a reassignment.

F. Reclassification

1. For purposes of applying this provision, a "reclassification" will be defined as a change in job classification due to a classification/job study, either to another or new classification. The reclassification may be initiated either by SacRT or by an employee.
2. The reclassification request must be submitted in writing to the Human Resources Department (HR) in accordance with Standard Operating Procedures.

G. Red Circle Rate

"Red Circled" means a pay rate that is above the adopted maximum of the pay range for a classification. Pay rates may be red circled for transfers to avoid nepotism, as defined in §1.07, or as a result of a classification study, which places an employee's pay range below his or her present salary rate. When an employee's pay rate is red circled, he or she will not be eligible to receive a salary increase until such time as the pay range for the employee's classification exceeds the employee's salary level.

**§7.05 Salary Adjustments Upon Demotion**

A. Salary Adjustment Upon Voluntary Demotion

Voluntary demotion will be defined as voluntary movement into a classification with a lower maximum pay range. In a voluntary demotion, the employee's pay will remain the same as it was prior to demotion provided it does not exceed the maximum of the salary range of the new classification in which case it will be reduced to the maximum of the salary range.

B. Salary Adjustment Upon Involuntary Demotion

Involuntary demotion will be defined as movement into a classification in a lower pay range as a result of disciplinary action, reduction in force or as a result of organizational change. The salary of a demoted employee will be adjusted as follows:

1. Involuntary Demotion – Discipline

An employee who is involuntarily demoted for discipline will receive a new anniversary date effective the date of the demotion and will not be entitled to a merit increase for at least one year. The employee's pay shall be reduced to not more than the maximum pay for the range of the new classification.

2. Involuntary Demotion – Organizational Change

(a) Employee's pay will be "Red Circled" in the case that organizational change causes involuntary demotion and the anniversary date will remain unchanged.

(b) Employees who are involuntarily demoted due to organizational change will still be entitled to annual merit increases, pursuant to §7.04B., provided that such increases do not put the employee over the maximum of their new salary range.

3. Involuntary Demotion – Reduction In Force

Any employee involuntarily demoted due to a reduction in force will be subject to §18.02B and the requirements of that Section as to rate of pay and relocation.

**ARTICLE 8: OVERTIME / COMPENSATORY TIME OFF**

**§8.01 Overtime Compensation**

A. Eligibility

Non-exempt employees will be compensated for all hours physically worked in excess of 40 hours in the 7 consecutive day workweek, at the rate of 1-1/2 times their regular rate of pay calculated on an hourly basis.

B. Employment Status For Overtime Compensation

1. Exempt Employee

An exempt employee is one whose duties, responsibility and pay rate exempt the individual from required overtime payments pursuant to the provisions of the Fair Labor Act. The GM/CEO may, in extraordinary circumstances authorize payment of overtime/compensatory time off to employees working in exempt positions.

2. Non-Exempt Employee

A non-exempt employee is one whose duties, responsibilities and pay rate require the payment of overtime in accordance with the provisions of the Fair Labor Standards Act or a collective bargaining agreement.

**§8.02 Compensatory Time Off (CTO)**

A. Accumulation of CTO

Non-exempt employees may accumulate a maximum of 40 hours of compensatory time off, subject to approval of the Division EMT Member. If approved, an employee may elect, on a pay period by pay period basis, to accumulate CTO for all hours worked in excess of 40 hours in a workweek, at the rate of one hour and a half for each hour of overtime worked. At such time as the 40 hour maximum CTO limit has been banked, the employee will be paid for all successive overtime hours worked.

B. Compounding Of Overtime/CTO Hours

Compounding of overtime hours and/or compensatory time off hours will not be permitted.

## ARTICLE 9: EMPLOYEE BENEFITS

### §9.01 Medical Insurance

SacRT provides a series of comprehensive Health and Welfare Insurance Coverages for each full-time employee, eligible part-time employees and eligible dependents as indicated below.

#### A. Benefits Eligibility Defined

##### 1. Benefit Continuation

- (a) For purposes of applying this language, active service is defined as time spent at work in paid status.
- (b) An employee must be in the Active Service of SacRT 88 hours or more in any calendar month to receive a benefit continuation for that month.
- (c) Any employee not actively working due to a non-industrial illness/injury and who does not satisfy the hourly requirement listed in (b) above may have SacRT Health and Welfare Benefits continued at the employee's expense. Such continuation coverage will be billed by SacRT on a monthly basis for the amount of the premium cost plus applicable administration fees. An employee not making the premium payment(s) will be dropped from coverage.
- (d) Any employee not actively working due to an industrial illness/injury who is expected to return to active employment, as determined by a physician, will have SacRT paid Health and Welfare Benefits continued by SacRT for a period of up to 24 months from the date of the injury or illness. At the conclusion of 24 months, the employee may be eligible for continued coverage in accordance with the applicable provisions of state and federal law. Such continuation coverage will be billed by SacRT on a monthly basis for the amount of the premium cost plus applicable administration fees. An employee not making the premium payment(s) will be dropped from coverage.

#### B. Dependent Eligibility Status

Dependent eligibility is limited to those individuals deemed "dependents" as defined by the respective group health benefit plans or CalPERS. All registered domestic partners, as described in the Domestic Partner Rights and Responsibilities Act of 2003, will have the same rights, protections, and benefits as other dependents.

### C. Medical Insurance

1. Effective January 1, 2011, SacRT will contribute 90% of the Health and Welfare Insurance Premium for each employee participating in medical insurance options provided under the CalPERS Program. The maximum monthly amount paid by SacRT will not exceed 90% of the monthly premium for Kaiser or Blue Shield Access Plus, whichever is greater, for the Sacramento Area (Sacramento, Placer, and El Dorado Counties). Employees electing coverage in a plan that is more costly than the Kaiser or Blue Shield Access Plus Plan in the Sacramento Area will pay the difference in the amount paid by SacRT for either Kaiser or the Blue Shield Access Plus Plan and the cost of the selected plan.

An employee selecting a plan less costly than the Blue Shield Access Plus Plan will still be subject to paying 10% of the monthly premium cost of that plan. The co-payment is not applicable to those employees participating in the Cash-in-Lieu of Medical Program.

Employees who elect a service or disability retirement in a SacRT retirement plan may be eligible to have a portion of the monthly premium for SacRT provided medical insurance paid based upon bargaining unit designation, date of hire and years of service criteria established by SacRT.

2. Medical Insurance Continuation for Dependents of a Deceased Employee

Medical insurance coverage for dependent(s) of an employee who becomes deceased may be extended for two calendar months immediately following the end of the month in which the employee's death occurred. Dependent coverage will be limited to the dependents, on the employee's medical coverage at the time of death. The terms of the medical insurance premium obligations under this provision will remain the same as if the employee was still an active employee.

### D. Dental Insurance

Dental Insurance is provided at no cost to a full-time employee, the employee's spouse and eligible dependents.

Employees who elect a service or disability retirement in a SacRT retirement plan may be eligible to have a portion of the monthly premium for SacRT provided dental insurance paid based upon bargaining unit designation, date of hire and years of service criteria established by SacRT.



E. Life Insurance

Life Insurance, Accidental Death and Dismemberment is provided at no cost to a full-time employee, the employee's spouse and eligible dependents. Coverage for the employee is for \$50,000 and coverage for the spouse and eligible dependents is for \$1,000 (dependents under 6 months – \$100.00).

F. Supplemental Life Insurance

In addition to the SacRT-provided coverage as specified above, supplemental life insurance is available as an option for each qualified full-time employee, the employee's spouse and/or child(ren). Spousal and dependent coverage will be limited to 50% of the employee's supplemental life insurance amount. The premium cost for this coverage, when elected by the employee, is paid by the employee through payroll deduction.

G. Vision Care

Vision Care Insurance is provided at no cost to each full-time employee, the employee's spouse and eligible dependents. Coverage may also include "buy-up" options that can enhance the insurance coverage that is available for purchase by the employee.

Employees who elect a service or disability retirement in a SacRT retirement plan may be eligible to have a portion of the monthly premium for SacRT provided vision insurance paid based upon bargaining unit designation, date of hire and years of service criteria established by SacRT.

H. Long Term Disability

Long Term Disability (LTD) Insurance is provided at no cost to each full-time employee of SacRT.

I. Cash-In-Lieu Of Medical Coverage

1. Description – The Cash-in-Lieu of Medical Coverage Program is a voluntary election available to all full-time employees eligible for medical benefits. An employee who voluntarily elects to participate, will forego medical insurance coverage, and will receive one-half of the cash value of the "Employee Only" premium for the applicable plan pursuant to (C) above. This additional income is taxable and will be proportionately included in each paycheck. The employee must have minimum essential medical coverage through some other source (e.g. spouse or a previous employer).

2. New Hire/Annual Open Enrollment Period – Employees must enroll within 30 days of becoming eligible as a new hire. A copy of the form is available in the Human Resources Department. After an employee is enrolled in the program, participation continues year after year thereafter unless the employee elects to discontinue participation. Each year during the annual open enrollment period, employees electing to participate in the Cash-in-Lieu of Medical Coverage Program for the first time must enroll. Retroactive enrollments are not permitted.
3. Documentation – Although employees need not reenroll annually, they are required to maintain their alternative insurance and provide proof of minimum essential coverage as requested.
4. Family Status Changes – The employee may not change or cancel their program during the plan year except for allowable family status changes as defined by IRS regulations.

## **§9.02 Flexible Spending Accounts**

### A. Definition

A Flexible Spending Account (FSA) is an employer-sponsored benefit that allows the employee to pay for certain eligible expenses on a pre-tax basis. An employee contribution to the plan will not be subject to Federal, State, FICA or SDI taxes.

### B. Employee Eligibility

All employees of SacRT may participate in this program. Employees will be eligible to participate in the plan on the first of the month following the completion of 30 days of employment.

### C. Health Care Spending Account

The Health Care Account enables employees to pay for expenses, which are not covered by the employer's health plans or privately held insurance policies using pre-tax dollars. Employees may claim reimbursement of their own expenses as well as those for the employee's spouse, and eligible dependents. An employee may set aside an annual amount equivalent to the maximum dollar amount allowed by federal statute.

### D. Dependent Care Spending Account

If an employee has dependents that need care in order for the employee to work, the employee may use the Dependent Care Account to pay this cost with pre-tax dollars. Expenses must be for an eligible dependent as

defined by Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." An employee may contribute up to the maximum permitted by law.

**§9.03 Education Assistance And Reimbursement Program**

General Authority

SacRT provides financial assistance for formal education for all employees. The primary purpose of this program is for employees to attain a degree, or to pursue college level or trade school coursework to enhance knowledge, skills or abilities necessary in the performance of the job, or to attain a career development objective within SacRT. Education assistance is limited to funds in the budget. Therefore, reimbursement is made on a "first-come, first-served" basis.

Requests for Tuition Reimbursement may be submitted and will be evaluated in accordance with Human Resources Standard Operating Procedures.

**§9.04 Employee Assistance Program (EAP)**

SacRT provides confidential counseling services to employees and eligible dependents, at no cost, through an Employee Assistance Program (EAP). The service is provided through an independent organization by professionals who are trained in helping people resolve problems in daily living. The number of EAP visits is limited pursuant to the terms of SacRT's contract with the EAP provider. Further information is available from the Human Resources Department.

**§9.05 Transit Pass**

Transit passes are available for employees, retirees, spouses and eligible dependents in accordance with Human Resources Standard Operating Procedures.

**§9.06 Employee Parking**

SacRT has a limited number of parking spaces available for use by Authorized employees. All employees may register their vehicle and obtain a Parking placard in accordance with Human Resources Standard Operating Procedures.

**§9.07**      **License Fees**

- A. SacRT will reimburse an employee who has completed probation for the basic renewal cost of all work related licenses, other than a Class C Driver's License or its equivalent, required in the performance of work duties..
  
- B. Any increase in the cost of a license imposed as the result of citations received on or off the job, or lapse of renewal, will be the responsibility of the employee.

**ARTICLE 10: HOLIDAYS AND VACATIONS**

**§10.01 Holidays**

A. Holidays Observed

SacRT holidays observed annually are:

New Year's Day  
Martin Luther King's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

SacRT holidays that fall on a Sunday will be observed the following Monday. Employees will receive 8 hours holiday pay for a SacRT holiday that falls on a Saturday.

In addition to the above referenced holidays, employees also receive the following holidays:

Five Floating Holidays  
Four Hours – for use either the last work day before or first work day after Thanksgiving Day, Christmas Day, or New Year's Day.

Floating Holidays can be taken on any day selected by the employee that is approved in advance by the Supervisor.

B. Holiday Pay

1. An employee must be in the active service of SacRT on the last workday preceding and first workday following a paid holiday in order to receive holiday pay.
2. For purposes of applying this language, active service is defined as time spent in a paid status.
3. Pay for holidays are computed at the employee's regular hourly rate of pay.
4. Holidays Occurring During Vacation – In the event one of the above listed holidays occurs during an employee's vacation, at the discretion of the Department Manager/Director, the employee may receive holiday pay, in lieu of vacation pay, with no additional time off or the vacation day may be rescheduled to a date mutually

acceptable to the Department Manager/Director and the employee. When an employee receives pay in lieu of time off for vacation, the time worked in lieu of time off for vacation will not be considered overtime as such but will be compensated at the rate of pay applicable to the work performed.

C. Floating Holidays

1. New-Hire Employee Eligibility For Floating Holidays

New hire full-time employees will be credited with floating holidays on a pro rata basis determined by their hire date as follows:

<u>Hire Date</u>	<u>Floating Holidays</u>
January 1 <sup>st</sup> – March 15 <sup>th</sup>	5
March 16 <sup>th</sup> – May 31 <sup>st</sup>	4
June 1 <sup>st</sup> – August 15 <sup>th</sup>	3
August 16 <sup>th</sup> – October 31 <sup>st</sup>	2
November 1 <sup>st</sup> – November 30 <sup>th</sup>	1
December 1 <sup>st</sup> – December 31 <sup>st</sup>	0

Thereafter, five floating holidays will be credited in January of each calendar year.

2. Scheduling Floating Holidays

The scheduling of floating holidays should be made at least 30 days in advance of use, if possible. Floating holidays must be taken in blocks of 8 hours.

While departments will attempt to accommodate pre-selected floating holidays, if an employee promotes or transfers into a new department, the floating holiday(s) may be adjusted around the needs of the department and/or the holiday schedules of the existing employees.

3. Employees Leaving The Employ Of SacRT

Upon separation from employment, the cash value of unused floating holidays will be paid to the employee.

4. Use During Leave Of Absence

An employee may use floating holidays as compensation when off work in accordance with the provisions of Article 12.

5. Floating Holiday Sell Back

An employee may submit on the appropriate form to the Payroll Department, to be paid the cash value of some or all unused floating

holidays. The calculation of the cash value will be made based upon the employee's salary in effect on the date the employee makes the written request for such payment. Unused Floating Holidays must be sold back, at the end of each calendar year.

6. Work On A Holiday

(a) A non-exempt employee, as defined under the Fair Labor Standards Act, and a supervisory employee who is paid overtime pay by administrative policy will be paid for work on a holiday as follows:

(1) An employee required to work on a holiday which falls on a regularly scheduled day off will be compensated at 2 times the regular hourly rate of pay for all hours worked. Such pay will be in addition to the regular holiday pay.

(2) An employee scheduled to work a holiday which falls on a regularly scheduled workday will be compensated at 1-1/2 times the regular hourly rate of pay for all hours worked. Such pay will be in addition to receiving regular holiday pay.

(b) An exempt employee who is required to work on a paid fixed holiday, will, in addition to receiving regular holiday pay, be given 8 hours off on an alternate date for being required to work.

**§10.02 Vacations**

A. Vacation Eligibility

1. Full -Time Employees

A full-time employee of SacRT will accrue vacation based upon years of service, as set forth below:

<u>Employment</u>	<u>Hours</u>	<u>Vacation Pay</u>
1 - 3	80 hours	2 weeks
4 - 9	120 hours	3 weeks
10 - 14	160 hours	4 weeks
15 - 24	200 hours	5 weeks
25 and Over	240 hours	6 weeks

2. Full-Time Employees Hired Prior To October 26, 1981

A full-time employee of SacRT hired prior to October 26, 1981, is eligible for 280 hours (7 weeks) paid vacation.

3. First-Year Employee Vacation Eligibility

An employee, during the first-year of employment, will accrue vacation credits but may not use vacation until after completion of the first 6 months of employment.

B. Vacation Pay

1. Vacation pay will be based upon an employee's regular rate of pay at the time the vacation is taken.
2. An employee who severs employment with SacRT for any reason, will receive payment for all accrued vacation with separation pay.

C. Vacation Accrual

1. Active Service

For the purpose of applying this language, "active service" is defined as time spent in a paid status. A full-time employee, who has worked for SacRT in a part-time capacity, including part-time work covered by a Collective Bargaining Agreement, will have such time counted as "active service." "Active service" does not include any other hours paid for accrued benefits except those specifically mentioned above.

2. Monthly Accrual

An employee must be in the active service of SacRT, as defined above, at least 88 hours or more in the calendar month to receive a vacation credit for that month. Each monthly vacation credit shall be 1/12 of the annual vacation accrual based upon years of service.

3. Maximum Accumulation

For employees hired prior to January 1, 2015, the maximum accrual of vacation will not exceed that which can be earned by the employee in 3 years.

For employees hired on or after January 1, 2015, an employee's maximum vacation accrual may not exceed the maximum vacation accrual, which can be earned by the employee in 2 years.

An employee who reaches the maximum accrual will not accrue additional vacation until the accrued vacation falls below the limit.



D. Vacation Sellback

1. Sellback for Cash – No later than December 31 in any calendar year, an employee may request in writing to Payroll to be paid the cash value of up to 80 hours of vacation the employee is scheduled to accrue in the subsequent calendar year, so long as the employee has 80 hours of unused accrued vacation available on October 31 of the calendar year in which the request is made.
  - (a) No later than December 1 of each calendar year, Human Resources will send a written notice to employees who are eligible to sell-back future vacation accruals, notifying the employee of their eligibility to participate in the program and providing the employee with an election form. Employees will have until close of business (COB) on December 31 to submit their written request for the sell-back of future vacation accruals in the following calendar year. If an employee fails to turn in the election form or turns it in after COB on December 31, no amount of the vacation earned in the following calendar year will be paid out in cash, unless the employee uses the vacation hours or terminates employment with SacRT.
  - (b) In compliance with the Internal Revenue Service's requirements, once the election to sell-back future vacation accruals is made, the employee may not rescind the election and must take the cash out.
  - (c) The employee will be paid for the Vacation hours to be sold back in any period selected by the employee following accrual of the total number of vacation hours the employee requests to sell-back. In no event may the sell-back occur later than the December 25<sup>th</sup> pay period of the year in which the vacation hours were accrued. The employee will be paid for future accrued vacation hours based upon the hourly rate of the employee in effect on the date the hours are accrued.
2. Sellback to Deferred Compensation Account – An employee with 10 through 16 years of continuous service may annually sellback 40 hours of accrued, available vacation at the employee's straight time hourly rate. An employee with 17 or more years of continuous service may annually sell back up to 120 hours of accrued available vacation at the employee's straight time hourly rate. Sellback under this provision is for the express purpose of depositing into the employee's Deferred Compensation Account.
  - (a) In January of each year, employees will receive an eligibility form from Human Resources stating that the employee is eligible to sell-back accrued vacation hours into a Deferred Compensation

Account. The notice will notify the employee of the maximum number of hours the employee has available to sell into their accounts. Employees desiring to sell-back the eligible amount of vacation hours into their Deferred Compensation account must submit the form to Human Resources no later than the last day of February each year.

- (b) In order to participate in the sell-back into Deferred Compensation program, the employee must be enrolled in the SacRT sponsored Deferred Compensation Program by the end of February each year in which participation is intended. The transfer of the vacation hours sold back by the employee into their Deferred Compensation account will occur on the March 25<sup>th</sup> payroll period.

E. Vacation Scheduling

1. An employee will normally be asked in December to select weeks of vacation to be taken during the following calendar year.
2. While the method used to select vacations is left up to the individual departments, the selection procedure should be one that accommodates the majority of employees while still allowing the department to function.
3. While departments will attempt to accommodate pre-selected vacation schedules, the employee moving into a new department may be required to adjust his or her vacation schedule around the needs of the department and the vacation schedules of the existing employees.

**§10.03 Accruals For Transferring Employees**

A. Accrued Benefits And Floating Holidays

1. An employee transferring from a position not governed by these Rules And Procedures to a position subject to these Rules and Procedures will retain the accrued benefits and floating holidays remaining on the date of transfer.
2. An employee transferring from a position not governed by these Rules And Procedures to a position subject to these Rules and Procedures will be subject to the accrual schedule or table applicable to the employee's most recent full-time date of hire with SacRT.
3. An employee transferring to a position not governed by these Rules and Procedures may retain accrued benefits and floating holidays if retention is permitted as of the date of transfer under the labor

agreement applicable to the transferee. If the retention of accrued benefits and/or floating holidays is not permitted by the applicable labor agreement, the transferring employee must sell the non-retainable benefit as permitted herein under the rules pertaining to selling such benefits at separation except for separation at retirement.

B. Use And Scheduling Of Accrued Benefits And Floating Holidays

An employee transferring from a position not governed by this document who has retained accrued benefits and/or floating holidays may use those benefits as provided in this document without regard to probationary status and any leave subject to scheduling must be rescheduled.

## **ARTICLE 11: FITNESS FOR DUTY MEDICAL EXAMINATION**

### **§11.01 Fitness For Duty Medical Examination**

- A. SacRT may require an employee at any time as a condition of continued employment, to undergo a medical examination to determine the mental or physical fitness of the employee to perform the duties of the job. The expense of the examination will be borne by SacRT. The physician scheduled to conduct the examination will be selected from the panel of Qualified Medical Evaluators (QME) maintained by the State of California, practicing in the medical specialty relevant to the employee.
- B. Should the result of the examination reveal a temporary disability with a prognosis that the employee is expected to return to regular job duties; the employee will be placed on Long Term Illness or Injury Medical Leave of Absence until returned to work or the expiration of the leave. The employee is required to fully cooperate with the physician and comply with any prescribed treatment.
- C. Should the result of the examination confirm or reveal that the employee is disabled and precluded from returning to job duties, the employee will be referred for evaluation and determination as to whether or not alternative work is available, or processed for a medical separation from employment or disability retirement, if applicable.
- D. In the event there is a difference in medical opinions between the employee's physician and the chosen Fitness for Duty Physician as to the employee's fitness to work, a third medical evaluation will be conducted. The physician will be jointly selected by SacRT and the employee from the State QME list of physicians practicing in the medical specialty pertinent to the employee's condition. The cost of this medical evaluation will be borne by SacRT. The decision of the selected physician will be final and the employee's case will be handled pursuant to either §11.01B. or §11.01C, above, as appropriate.
- E. Notwithstanding the provisions of this Article, nothing herein will be interpreted or applied in a manner, which conflicts with SacRT obligations under applicable federal or state statute(s).

## ARTICLE 12: LEAVES

### §12.01 Sick Leave

#### A. Definition

An employee will be entitled to sick leave benefits if the employee is unable to report for or perform assigned work duties because of personal illness, doctor or dental appointments, including those for dependents when necessary, injury or confinement for medical treatment which is not specifically mentioned under this Article 12.

#### B. Eligibility

An employee may use accrued sick leave following being credited with sick leave. There is no waiting period before one may use accumulated sick leave hours.

#### C. Sick Leave Accrual

##### (1) Active Service

"Active service" is defined as time in paid status.

##### (2) Monthly Accrual

An employee must be in the active service of SacRT, as defined above, at least 88 hours in the calendar month to receive 8 hours of sick leave credit for that month.

##### (3) Maximum Accumulation

An employee may earn a yearly maximum accrual of 96 hours (12 days) of sick leave as defined above.

The maximum number of hours an employee may accumulate is 576 provided that at the end of each calendar year, any accumulation that exceeds 480 hours will be surrendered and an equivalent cash value to the surrendered sick leave hours will be deposited into a 401 (a) account for the employee.

#### D. Medical Verification

For an absence of 3 or more workdays or where there is a reasonable question of the necessity for sick leave as determined by supervision or management, a physician's statement verifying the illness/injury may be required by a supervisor before sick leave pay for the absence is approved.

E. "Stay Well" Incentive Plan

An employee with more than 400 hours accumulated sick leave may, at the end of the calendar year, convert up to 1/4 of the sick leave earned, but not used, in that calendar year to a cash value which will be deposited into a Deferred Compensation account for the employee.

F. Sick Leave Sellback

- (1) An employee who was hired prior to December 30, 2014, has been employed by SacRT for 10 through 14 years and retires from employment pursuant to the provisions of a SacRT Retirement Plan, will be eligible to sell back a maximum of 40% of the employee's accumulated sick leave on record at the date leaving active service for retirement.
- (2) An employee who was hired prior to December 30, 2014 has 15 years of service or more and who retires under a SacRT Retirement Plan, may sell back up to 75% of the employee's accumulated sick leave upon separating from employment for retirement.
- (3) An employee retiring from SacRT after 10 through 14 years of service who retires under the Disability Retirement provisions of a SacRT Retirement Plan as a result of sustaining an industrial illness or injury during the course of employment, will be eligible to sell back 50% of the employee's accumulated sick leave on record at the time of leaving active service with SacRT.
- (4) An employee of SacRT who leaves employment for any reason except termination for cause, and does not fall under the provisions in §12.01 above, is eligible to sell back 33-1/3% of the employee's accumulated sick leave on record at the time of leaving active service.

G. California State Disability Insurance

The Employment Development Department (EDD) administers the California State Disability Insurance (SDI) Program. This program is available to California workers paying SDI taxes. The program affords California workers the ability to replace lost wages due to off-the-job injuries/illnesses. Employees who are experiencing a temporary disability such as an illness, injury, either physically or mentally, elective surgery, pregnancy, childbirth, or related medical conditions, that prevents the employee from performing regular job duties, may submit a claim form to EDD for payable of partial wage replacement benefits. For on the job injuries/illnesses, employee must contact the Risk Management Unit and to file a claim.

H. Integration With Workers' Compensation Or State Disability Insurance

An employee off work due to an injury or illness may use accumulated sick leave to cover the regular workdays during the statutory waiting period before Workers' Compensation or State Disability (SDI) benefits begin. Once Workers' Compensation/SDI benefits commence, an employee may integrate the use of sick leave with the benefit payments. When using sick leave in conjunction with Workers' Compensation/SDI benefits, the total daily integrated compensation amount will not exceed the individual's normal daily net pay.

**§12.02 Catastrophic Leave Donation**

A. Purpose

The purpose of this program is to provide for an extended paid leave of absence for employees who would not otherwise be eligible for a paid leave of absence. Any employee is eligible for the extended leave if such employee, or an immediate family member of such employee, has suffered a catastrophic occurrence or illness.

B. Catastrophic Illness Or Injury Defined

A catastrophic illness or injury is a serious/extended illness or injury which is expected to incapacitate the employee and which creates a financial hardship because the employee has exhausted all sick leave and other leave credits. Catastrophic illness or injury may also include an incapacitated family member if this results in the employee being required to take time off from work for an extended period of time to care for the family member and the employee has exhausted all sick leave and other leave credits.

The prolonged illness or injury precludes the employee from working some or all of the assigned work hours and results in financial hardship, of at least two weeks without pay. The Human Resources Department will make the final determination on the type of illness or injury and situation, which would qualify the employee for use of the catastrophic leave program.

C. Eligibility

An employee will not be eligible to donate accrued sick leave if the employee's accrued sick leave balance would decline below 40 hours after making such a donation.

D. Benefit Conditions

Benefit conditions and processes for participation shall be in accordance with Human Resources Standard Operating Procedures.

**§12.03 Jury Duty Leave**

- A. An employee required to perform jury duty, including Grand Jury duty, will be entitled to reimbursement at the employee's straight-time hourly rate for the work hours necessarily lost as a result of serving on the jury, provided, however, that such reimbursement will not exceed 8 hours per day or 40 hours per week, less pay received for jury duty. Subject to the additional requirements listed below, an employee on an authorized alternate work schedule will be paid up to the number of hours scheduled for work. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received.
- B. The employee will report for work if jury service ends on any day in time to permit at least 4 hours work in that workday.
- C. The above provisions apply to the employee on days the employee is required to report for jury duty, even if not selected to serve as a jury member.

**§12.04 Subpoenaed Witness**

- A. An employee subpoenaed to appear as a witness before any court, or Administrative, Executive, or Legislative Tribunal, which is vested by law with powers of subpoena and territorial jurisdiction in this state, or another state within the United States, will be entitled to leave with pay provided the employee has sufficient vacation and/or floating holiday credits to cover the period of absence.
- B. An employee subpoenaed to appear as a witness in a matter within the course and scope of their employment with SacRT will be entitled to leave with pay without requiring use of accrued credits.
- C. All time off work will be verified for pay purposes by providing the Department Manager/Director with a copy of the subpoena and documentation from a responsible officer of the court of court attendance.

**§12.05 Military Leave**

An employee of SacRT who is voluntarily or involuntarily leaving employment to undertake uniformed services or other services deemed to be in the uniformed services (e.g., services as a disaster-response appointee upon



activation of the National Disaster Medical System) is required to provide advance notice to SacRT and is entitled to a leave of absence for a cumulative period not to exceed 5 years, with specified exceptions, reemployment, employment benefits, and protection against discrimination and/or retaliation on account of such uniformed service as provided under the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) (49 U.S.C. Sections 4301 – 4334), in addition to any other rights afforded under applicable federal or state law.

- A. Military Reserve and National Guard Service – An employee providing SacRT notice of being ordered to active or inactive duty, including for purposes of training, under authority of the State of California, will be provided a leave of absence pursuant to such rights afforded under applicable state law.
- B. Leave Request – Employees called into service must provide SacRT with 30 days written advance notice of impending service or as much notice as is reasonable under the circumstances. Exceptions will be made where such notice is impossible, unreasonable or precluded by military necessity.
- C. Paid Leave – An employee receiving compensation for paid leave for military service or training and using the leave for purposes not authorized by applicable federal or state law will be subject to disciplinary action.

**§12.06 Unpaid Leaves of Absence**

An employee may be granted a leave of absence without pay upon the employee's specific written request and with the prior written approval of the Department Manager/Director as follows:

A. Medical Leave

1. Long Term Illness/Injury

- (a) If an employee is injured or becomes ill and will be off work in excess of three working days, a medical leave of absence may be granted as long as a doctor confirms an employee's inability to perform regular work duties. When on such leave, the employee must report medical status to the employee's Supervisor every 10 working days unless other reporting arrangements have been approved.
- (b) An employee who is off work due to a medical leave and does not present a valid medical release to active work within 18 months, will be subject to termination of employment.
- (c) An employee who is off work due to a medical leave and presents a valid medical release for full active duty within 18 months, will be returned to the former position or, if unavailable, to one of similar status and pay as if the employee had not been absent. An employee who is released to work and then returns to sick leave within 30 calendar days, will continue to accumulate time against the original 18 month maximum leave of absence time limit. However, if the employee presents medical documentation showing that subsequent time off was due to an illness or injury unrelated to the original leave, a new 18 month time period will be granted.
- (d) The employee must notify their Supervisor immediately upon receipt of a valid medical release for duty and must be available to return to work as assigned on the next regularly scheduled workday following the date of such release.

**§12.07 Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA)**

It is SacRT's policy to grant leave to eligible employees with serious medical conditions in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA) and California Family Rights Act (CFRA). Eligible employees may use accumulated leave credits during periods of approved FMLA or CFRA leave.

**§12.08 Pregnancy Disability Leave**

It is SacRT's policy to grant leave to eligible employees with serious medical conditions in accordance with the California Pregnancy Disability Act (PDL). Questions should be directed to the Human Resources Department. Eligible employees may use accumulated leave credits during periods of approved PDL.

**§12.09 Personal Leave Of Absence**

- A. An employee may be granted leave on a case-by-case basis for other personal reasons not mentioned specifically herein. Requests for such leave will be reviewed by SacRT management for compelling and personal reasons, which necessitate the employee's absence from work, and to determine that granting said leave will not impair the operational needs of the Department.
- B. Personal Leaves of Absence will not exceed 30 days without approval from the Division EMT.
- C. In order for SacRT to consider a request and make scheduling adjustments, a written request specifying the reason(s) for the leave and the duration must be submitted to the Department Manager/Director as far in advance as possible. In any event, a written request of at least 5 days is required except where the circumstances of the request dictate otherwise.
- D. A request for leave of absence will be either granted or denied in writing by the Department Manager/Director. Leave requests granted will specify the specific terms of the leave and date the employee is expected to return to work. All requests and responses are to be forwarded to the Human Resources Department for filing in the employee's personnel file.
- E. An employee may request an extension of a leave of absence through the Division EMT Member. SacRT reserves the right to approve or deny such request at its discretion. Extensions will be made in writing and forwarded to the Human Resources Department for filing in the employee's personnel file.
- F. A personal leave of absence may be paid or unpaid. An employee may use applicable leave credits in order to receive pay during a leave of absence. An employee who requests an unpaid leave of absence or who has insufficient leave credits in an applicable leave category may be granted an unpaid leave of absence.

**§12.10 Bereavement Leave**

- A. An employee may take a leave of absence of up to 5 consecutive or non-consecutive work days to attend to matters relating to the death of a family member. For purposes of this provision, family members include the employee's spouse or domestic partner, father, mother, son, daughter, brother, sister, brother-in-law, sister-in-law, grandmother and grandfather, current mother-in-law and father-in-law, stepson, stepdaughter, and grandchildren. Any person having served in loco parentis (in place of a parent) will be considered a parent.

- B. Should a question of family relationship arise, the employee may be required to submit proof of relationship.
- C. The 5 days may be extended by an additional 5 days when travel one way to the funeral location exceeds 500 miles, measured from Sacramento.
- D. In order to receive pay for the period of bereavement leave, an employee may use accumulated sick leave, vacation or floating holiday credits.

**§12.11 California Paid Family Leave**

The Employment Development Department (EDD) administers the California Paid Family Leave (PFL) Program. This program is available to California workers paying State Disability Insurance (SDI) taxes. This program allows employees to take time away from work for up to 6 weeks to bond with a newborn child, an adopted child, or to care for an ill parent, child, or spouse/domestic partner (must meet the eligibility of the California Secretary of State to be eligible for benefits) with a serious health condition.

**§12.12 Kin Care**

Kin Care is a protected leave, administered according to Labor Code §233. It allows employees to use up to one-half of the sick leave that is accrued annually to attend to the illness of a child, parent, spouse or domestic partner. In order to be eligible for kin care, the employee must have accrued sick leave hours sufficient to cover the requested time. Questions should be directed to the Human Resources Department.

**§12.13 Leave Of Absence Abuse**

A. Failure to Return from Approved Leave

An employee failing to report to work after the expiration of an approved leave of absence will forfeit the leave of absence and be presumed to have abandoned employment with SacRT unless such failure to report was due to an incapacitating illness or injury preventing the employee from notifying SacRT, either personally or through someone else, of the inability to return as scheduled.

B. Obtaining Leave Under Misrepresented Conditions

An employee obtaining, or attempting to obtain, a leave under misrepresented conditions will, if applicable, be denied compensation for all time spent on leave and will be subject to disciplinary action, up to and including termination of employment.

C. Working While On Leave

No employee will be granted a leave of absence to work for another employer, including self-employment, unless authorized in writing by the General Manager/CEO prior to departing for said leave.

**§12.14 Furloughs**

- A. As a cost saving initiative Employees may be required to take furlough hours to reduce costs for SacRT.
- B. Except as expressly provided in this section, an employee who is placed on furlough will not be entitled to and will not be paid wages, salary, or any other form of compensation for the time during which the employee is on furlough. An employee on furlough may not use vacation, compensatory time off, sick leave, floating holiday, or any other form of paid leave during the furlough. A furlough will not result in a reduction of health and welfare benefits nor accrual of sick leave, vacation, and other leaves which are otherwise accrued based upon time worked. In addition, a period of furlough will not be considered a break in service for purposes of completion of a probationary period or any other acquired benefit.
- C. Notwithstanding the foregoing, for purposes of calculating an employee's service credits and final monthly average compensation for retirement, wages and days reduced due to furloughs taken, as required hereinabove, will not be counted against the employee. The calculation of total service credits and final monthly average compensation will assume the employee's full monthly salary was earned during any month in which a furlough was taken and that the employee worked all available days during any month in which a furlough was taken.
- D. The General Manager/CEO is authorized to adopt rules and procedures related to administration of SacRT's furlough program.

**§12.15 Reinstatement**

Upon return to work after a leave of absence, an employee will be reinstated to the former position and working conditions except when there has been a reduction in force or the position has been eliminated during the leave pursuant to Article 18, Reduction In Force.

**ARTICLE 13: SAFETY FOOTWEAR**

**§13.01 Safety Footwear**

SacRT will provide safety footwear to employees working in areas requiring safe footwear, as determined by the Safety Department.

Guidelines for implementing a SacRT-paid program for providing footwear, meeting federal or state safety standards (ANSI), will be provided in accordance with Safety Office Standard Operating Procedures.

## **ARTICLE 14: PERSONNEL RECORDS / POLICIES**

### **§14.01 Personnel File Maintenance**

- A. Each employee's official personnel file will be maintained by the Human Resources Department. Every employee will, during regular business hours, have access to all materials contained in the employee's official personnel file, provided arrangements are made in advance to review the file.
- B. It is the responsibility of the employee to keep the personnel file updated with respect to current job skills, education, personal status changes, and any other personal information necessary to keep the file current.
- C. An employee who is dissatisfied with an entry in the personnel file may object in writing and the objection will be entered into the file.

### **§14.02 Security**

#### **A. Access**

- 1. Access to an employee's personnel file will be limited to the Human Resources Department staff as designated by Human Resources management, the employee, the employee's supervisor, the employee's Department Manager/Director and Division EMT Member, a SacRT Attorney, Labor Relations Staff, or the General Manager/CEO. When an employee has applied for another position, access to the personnel file will also be made available to supervisors overseeing such position.
- 2. The procedures and/or process for inspecting an employee's personnel file will be set forth in the most recently revised Standard Operating Procedure regarding access to personnel files.
- 3. SacRT will release an employee's personnel file pursuant to a properly served subpoena, which is in compliance with Section 1985.6 of the Code Of Civil Procedure or other applicable state and federal laws.

#### **B. Outside Credit And Employment Checks**

Employment inquiries from outside sources will receive only verification of employment, position title and employment dates unless the employee has signed a written authorization allowing release of other information.

**ARTICLE 15: DISCIPLINARY ACTION**

**§15.01 Authority Of The General Manager/CEO**

- A. In accordance with SacRT's enabling legislation, Public Utilities Code (PUC) Section 102180(b), the General Manager/CEO will appoint, supervise, suspend or remove SacRT employees other than members of the Board and officers appointed by the Board.
- B. Individuals appointed by the General Manager/CEO to positions designated as EMT, Director or an equivalent level designation will serve at the will of the General Manager/CEO and will not be subject to the provisions of this Article.

**§15.02 Progressive Disciplinary Action**

- A. SacRT follows the general principles of progressive disciplinary action. The available levels of progressive discipline are as follows:

Informal discipline not subject to the complaint review procedure:

Verbal Warning

Formal discipline subject to the complaint review procedure:

Written Reprimand

Suspension From Employment Without Pay

Reduction in Pay

Demotion

Dismissal From Employment

A written notice of disciplinary action will be provided to an employee who will be asked to sign and date the notice to confirm receipt.

**§15.03 Exceptions To Progressive Discipline**

While SacRT generally subscribes to the principles of progressive discipline, nothing herein will be construed to limit SacRT's ability to administer disciplinary action at any level, including termination from employment, for behavior that warrants a level of discipline appropriate to the circumstances. Examples of such behavior may include, but are not limited to, the following:

- A. Possession, consumption, or being unfit for duty due to the use of any alcoholic beverage while on duty or subject to duty.



- B. Possession without a prescription, consumption, selling or offering to sell, giving or offering to give any controlled substance as defined in the California Health and Safety Code Sections 1053 to 1058 inclusive, while on duty or subject to duty, whether in violation of the SacRT Drug and Alcohol Testing and Rehabilitation Policy.
- C. Fighting (excluding for one's defense) or engaging in acts that provoke a fight with another employee or member of the public while on duty.
- D. Insubordination: Disobedience to one's authorities, except when in conflict with applicable laws, statutes, codes, or SacRT safety policies.
- E. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, disability, marital status, sexual orientation, veteran status, sex or age, against the public or other employees.
- F. Theft, misappropriation, or misuse of SacRT funds or property.
- G. Negligent or willful misconduct.
- H. Tampering or unauthorized altering, for any reason, in any way, shape or form, of information or records of SacRT.
- I. An act of gross incompetence in the performance of one's duty or neglect of duty.
- J. Vandalism of SacRT property or destruction of SacRT property resulting from negligence.
- K. Unlawful retaliation against any SacRT officer or employee or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the Attorney General or any other appropriate authority any facts or information relative to actual or suspected violation of any law of this state or the United States occurring on the job or directly related thereto.
- L. Fraud in securing appointment.
- M. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea of guilty or a conviction following a plea of nolo contendere is deemed to be a conviction for this purpose.
- N. Gambling on duty.
- O. Improper political activity, which is a violation of federal and state law (e.g., Hatch Act).

## **§15.04 Disciplinary Notice and Documentation**

### **A. Notice Requirements**

1. The initiation of any disciplinary action excluding Verbal Warning or Written Reprimand against an employee will begin with the issuance of a Charge Letter within 30 working days of the occurrence or reasonably becoming aware of an occurrence-giving rise to the disciplinary action. The Charge Letter will include the following: a) the proposed level of discipline; b) a description of the infraction or circumstances for which the disciplinary action is proposed; c) any documentation or other material relied upon by SacRT in support of the charge; and d) notice that the employee has 10 working days from the receipt of the Charge Letter in which to respond either verbally or in writing.
2. The response to the Charge Letter will be taken into consideration in making a decision on implementing or modifying the proposed disciplinary action. The Decision Letter will be issued within 10 working days of receiving the employee's response. Should the employee be dissatisfied with the written decision, the decision may be appealed by initiating the Complaint Review Procedure pursuant to §16.06 below. The written decision will specify the applicable appeal protocol if the first step is with someone other than the Department Manager/Director.

### **B. Right to Respond**

1. Before an employee may be suspended without pay, have their pay reduced, be demoted or dismissed from employment, the employee will have been given the opportunity to respond to the Charge Letter. If an employee is charged with an offense, the nature of which warrants immediate removal from active employment, the employee will be placed on paid administrative leave pending issuance of the final decision on disciplinary action. Should SacRT decide to continue with the contemplated disciplinary action, the effective date(s) of the unpaid suspension, demotion or termination of employment will be specified in the disciplinary letter and implemented accordingly.
2. Notwithstanding any contrary provision or policy, SacRT will not implement any discipline of exempt employees that is inconsistent with Fair Labor Standards Act (FLSA) requirements for exempt employees (those employees falling within the Administrative, Professional or Executive Exemptions under the FLSA). SacRT will not suspend exempt employees for less than one full week except as otherwise permitted under applicable law.

C. Documentation Used To Support Charge Letter

Documentation intended to be used to support proposed disciplinary action will be given to the employee with the Charge Letter, as set forth above. Employees presented with such documentation will be requested to acknowledge receipt by their signature and date on the letter. Should an employee refuse to acknowledge receipt, said refusal will be noted by the supervisor on the letter.

D. Disciplinary Documents Retention Period

Copies of all disciplinary documentation will be forwarded to the Human Resources Department for filing in the employee's personnel file. Unless otherwise specified in a written agreement between the employee and SacRT, any disciplinary documentation not involving statutory violation, will be retained and may be referred to for purposes of demonstrating progressive discipline for 3 years.

Disciplinary action involving statutory violation will be retained in the employee's personnel file indefinitely.

E. Clearing The Personnel File Of Disciplinary Documentation

It will be the responsibility of the employee to request in writing, through the Labor Relations Department or Human Resources Department, that outdated disciplinary documentation be removed from the personnel file after the retention period has passed.

F. Conflict Of Interest

Employees may be required, pursuant to State or Federal law or regulation to submit conflict of interest statements and documentation. If an employee is concerned or uncertain whether activities in which the employee engages and/or relationships with others may create a conflict with the employee's duties, the employee will provide the supervisor with a description of the activities and/or relationships in question. SacRT management will determine whether a conflict is evident and will communicate the determination to the employee. The employee may appeal this determination to the General Manager/CEO or designee.

## **ARTICLE 16: COMPLAINT REVIEW PROCEDURE**

### **§16.01 Purpose**

The purpose of the Complaint Review Procedure is to provide a process for the orderly and expeditious resolution of employee complaints, which have arisen out of the interpretation, or application of these Rules and Procedures, or the issuance of any formal disciplinary action.

### **§16.02 Scope**

All individuals employed by SacRT in positions and classifications approved by the Board of Directors will have the right to have their complaints addressed by way of this Complaint Review Procedure, except as stated in §16.03, below.

### **§16.03 Exemptions To The Complaint Review Procedure**

#### **A. At Will Employees**

Individuals appointed by the General Manager/CEO to positions designated as EMT, Director or an equivalent level designation who serve at the will of the General Manager/CEO are excluded from the complaint review procedure for purposes of challenging any disciplinary action.

#### **B. Appointed Officers**

Officers appointed by the Board of Directors will serve at the will of the Board and will not be subject to the provisions of Articles 15 or 16. The current officer is the General Manager/CEO.

#### **C. Probationary New-Hires**

Newly hired employees working on probationary status may be disciplined or discharged from employment at the will of SacRT without recourse of appeal through the Complaint Review Procedure.

#### **D. Personal Services Contract**

Individuals working for SacRT under a Personal Services Contract will not be subject to the provisions of Article 15 or 16.

E. Employees Covered by a Collective Bargaining Agreement Grievance Process

Employees covered by a Collective Bargaining Agreement, which specifies a grievance procedure will not be permitted to use the Complaint Review Procedure specified herein.

**§16.04 Initiation Of A Complaint**

A. Scope

The Complaint Review Procedure may be used for:

1. Any dispute in which an employee wishes to appeal the supervisor's or manager's decision after having responded to a Charge Letter, or
2. To initiate an appeal regarding the interpretation of a rule or procedure as it was applied to the individual.

B. Charge Letter Appeal

An employee who is dissatisfied with the written decision regarding a proposed disciplinary action as specified in a notice of disciplinary action, may appeal the decision by initiating the Complaint Review Procedure pursuant to §16.06 below. The written decision will specify the applicable appeal protocol if the first step is with someone other than the Department Manager/Director.

C. Rule or Procedure Complaint

1. An employee who is in disagreement with the application of a rule or procedure, may initiate a complaint in writing to the immediate supervisor. The employee will have 10 working days from the date of the objectionable action, or 10 working days from the date the employee should have reasonably become aware of the objectionable action, in which to file the written complaint. The written complaint must contain the following: a) the rule or procedure over which the disagreement arose, b) what the employee feels the proper interpretation/application should be, accompanied by any supporting documentation, and c) what correction/remedy the employee is seeking.
2. The supervisor will have 10 working days from receipt of the employee's letter in which to issue a written decision. An employee dissatisfied with the decision may appeal by initiating the Complaint Review Procedure pursuant to §16.06 below.

**§16.05 Complaint Appeal Protocol**

- A. Normally, an employee's immediate Supervisor will be the individual initiating the Charge Letter. In such instances, the appeal protocol would be as follows:
  - 1. Department Manager/Director (Step 1)
  - 2. Division EMT Member (Step 2)
  - 3. General Manager/CEO or Designee (Step 3)
- B. In circumstances where the issuance of a disciplinary action is by a Department Manager/Director or above, the Complaint Review Procedure will be initiated at the next highest level of authority. In such cases, the notice will specify the applicable appeal protocol.
- C. In circumstances not involving disciplinary action, the appeal will begin with the employee's immediate Supervisor.

**§16.06 Complaint Review Procedure**

- A. Step One
  - 1. An employee has 10 working days following the action giving rise to the complaint to request in writing the initiation of the Complaint Review Procedure. Within 10 working days of the Department Manager's/Director's receipt of the employee's written request, the parties will meet to discuss the issue and the remedy sought by the employee. The Department Manager/Director will have 10 working days from the conclusion of the meeting in which to issue a written decision.
  - 2. An employee who is not satisfied with the decision may appeal the complaint to Step Two.
- B. Step Two
  - 1. The written complaint and decision from Step One will be presented in writing to the employee's EMT Member within 10 working days of receiving the Step One response. The employee and EMT Member will meet within 10 working days to discuss the issue. The EMT Member will respond in writing no later than 10 working days following the conclusion of the meeting.
  - 2. An employee who is not satisfied with the decision may appeal the complaint to Step Three.

### C. Step Three

The written complaint, along with the responses from the prior complaint review steps, must be presented in writing to the General Manager/CEO or Designee for final review within 10 working days of receipt of the Step Two response.

#### (1) General Manager/CEO's Decision

The General Manager/CEO or designee will meet with the employee within 10 working days after receipt of the Step Three Complaint and documents to discuss the complaint. The General Manager/CEO or designee will issue a written decision within 10 working days after the meeting. The decision will be final and binding on all parties. The decision will include:

- (1) a listing of evidence relied upon; and
- (2) the adopted findings; and
- (3) the decision, which is supported by the findings.

#### **§16.07 Appeal Procedure Time Limits**

Should a representative of SacRT fail to meet a response time requirement at Steps One or Two without an agreed upon extension of the time limit, the employee will have the right to appeal the complaint to the next higher step.

Should an employee fail to advance a complaint within the time limits specified without an agreed upon extension of the time limit, the matter will be deemed withdrawn.

#### **§16.08 Appeal Time Limit Extension**

Time limits at all steps may be extended by mutual agreement, in writing, by the parties at whose level the issue is being heard. Neither party will unreasonably deny extensions of time limits.

#### **§16.09 Employee Representation**

An employee initiating the Complaint Review Procedure may be represented by an individual of the employee's choice or self-represent at all stages of the Complaint Review Process provided, however that non-contract employees may not be represented by a bargaining unit employee nor represent an employee subject to a collective bargaining agreement.

**§16.10 Complaint Processing Time Off**

- A. An employee self-representing or being represented in the Complaint Review Procedure will not lose pay for such activity provided the employee is not serving a disciplinary unpaid suspension at the time of the meeting or has been discharged from employment
- B. A SacRT employee chosen to represent another employee in the Complaint Review Procedure, will not lose paid time while performing such duties.

**ARTICLE 17: EMPLOYER / EMPLOYEE ORGANIZATION RELATIONS**

**§17.01 Purpose**

- A. It is the purpose of this Article to provide procedures, pursuant to Public Utility Code Section 102400, *et seq.*, for determining units appropriate for collective bargaining, for certifying exclusively recognized employee organizations and for meeting and conferring in good faith with such exclusively recognized employee organizations regarding matters that directly affect and primarily involve the wages, hours and other terms and conditions of employment of employees in appropriate units and that are not preempted by federal or state law. However, nothing herein will be construed to restrict any legal or inherent exclusive SacRT rights with respect to matters of general legislative or managerial policy, which include but are not limited to the following management rights:
  - 1. To determine the mission of its departments and divisions;
  - 2. To set standards of service;
  - 3. To determine the procedures and standards of selection of employment;
  - 4. To direct its employees;
  - 5. To take disciplinary action;
  - 6. To relieve its employees from duty because of lack of work or for other lawful reasons;
  - 7. To maintain the efficiency of SacRT operations;
  - 8. To determine the methods, means and personnel by which SacRT operations are to be conducted;
  - 9. To take all necessary actions to carry out its mission in emergencies; and



10. To exercise complete control and discretion over its organization and the technology of performing its work.

## **§17.02 Applicable Statutes and Regulations**

Public Utilities Code Section 102400 – representation rights of employees.

Public Utilities Code Section 102401 – obligation to collectively bargain a contract governing wages, salaries, hours, pensions and working conditions for employees in an appropriate bargaining unit represented by a labor organization.

Public Utilities Code Section 102403 – questions of representation or appropriateness of a unit submitted to State Conciliation Service for disposition.

Public Utilities Code Section 102406 and Government Code Section 1157.12 – payroll deductions made at request of recognized labor organization.

California Code of Regulations, Title 8, Section 93000 – petition process where there is a question of representation of employees.

## **§17.03 Definitions**

As used in this Article, the following terms will have the meanings indicated:

- A. Appropriate Unit: means a unit of employee classifications or positions, established pursuant to §17.06 hereof.
- B. SacRT: means the Sacramento Regional Transit District and, where appropriate herein, refers to the Board of Directors or any duly authorized Board representative as herein defined.
- C. Confidential Employee: means those employees who, in the regular course of their duties are required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of such management positions.
- D. Consult In Good Faith: means to communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process, does not involve an exchange of proposals and counter-proposals in an endeavor to reach agreement, nor is it subject to §17.13, Impasse Procedures.

- E. Day: means calendar day unless expressly stated otherwise.
- F. Labor Relations Officer: means the manager responsible for the Labor Relations Department or designee or any duly authorized representative appointed by the General Manager/CEO.
- G. Impasse: means that the representatives of SacRT and an Exclusively Recognized Employee Organization have reached a point in their meeting and conferring in good faith where their differences on matters, to be included in a Collective Bargaining Agreement and concerning which they are required to meet and confer, remain so substantial and prolonged that further meeting and conferring would be futile.
- H. Management Employees: are identified as having significant responsibility to formulate, determine, or effectuate SacRT policies and procedures in accomplishing program objectives.
- I. Proof Of Employee Support means: 1) an authorization card recently signed and personally dated by an employee; or 2) a verified authorization petition or petitions recently signed and personally dated by an employee. The only authorization, which will be considered as proof of employee support hereunder, will be the authorization last signed by an employee. The words "recently signed," will mean within 180 days prior to the filing of a petition.
- J. Exclusively Recognized Employee Organization: means an employee organization that has been formally acknowledged by SacRT as the sole employee organization that represents the employees in an appropriate representation unit pursuant to §17.06.
- K. Supervisory Employee means: any employee having authority, in the interest of SacRT, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature but requires the use of independent judgment.

**§17.04 Administrative Rules And Procedures**

The Labor Relations Officer is hereby authorized to establish such rules and procedures as appropriate to implement and administer the provisions of this Article after consultation with affected employee organizations.

**§17.05 Administration**

A. Submission Of Current Information By Recognized Employee Organization

All changes in the information filed with SacRT by an Exclusively Recognized Employee Organization under §17.06A will be submitted in writing to the Labor Relations Officer within 14 days of such change.

B. Payroll Deductions On Behalf Of Employee Organization

An Exclusively Recognized Employee Organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization and approved by the SacRT Board of Directors. Such deductions will require certification from the Recognized Employee Organization that it possesses and will maintain written authorization for the deduction(s) signed by the employee.

C. Employee Organization Activities – Use Of SacRT Resources

Access to SacRT work locations and the use of SacRT paid time, facilities, equipment and other resources by employee organizations and those representing them will be authorized only to the extent provided for in statute, an applicable collective bargaining agreement and/or Administrative Procedures. Such access will be limited to activities pertaining directly to the employer-employee relationship and not such internal employee organization business as soliciting membership, campaigning for office, and organization meetings and elections, and will not interfere with the efficiency, safety and security of SacRT operations.

D. Meet And Confer Compensation

SacRT will permit up to a maximum of 4 employees representing an Exclusively Recognized Employee Organization to participate, without loss of compensation, in meeting and conferring with SacRT on matters relating to wages, hours and other terms and conditions of employment for employees within the representation unit. Upon mutual agreement by the parties, the maximum number of employees specified herein may be modified. Compensation will be at the straight-time hourly rate for each employee and will not exceed 8 hours per session unless an employee is on a SacRT approved Alternate Work Schedule with regularly scheduled workdays in excess of 8 hours.

**§17.06 Representation Proceedings: Filing Of Recognition Petition By Employee Organization**

- A. An employee organization that seeks to be formally recognized as the Exclusively Recognized Employee Organization representing employees in an appropriate unit will file a petition with the Labor Relations Officer containing the following information and documentation:

1. Name and address of the employee organization.
2. Names and titles of its officers.
3. Names of employee organization representatives who are authorized to speak on behalf of the organization.
4. A statement that the employee organization has, as one of its primary purposes, representation of employees in their employment relations with SacRT.
5. A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner with, a local, regional, state, national or international organization and, if so, the name and address of each such other organization.
6. Certified copies of the employee organization's constitution and by-laws.
7. A designation of those persons, not exceeding two (2) in number, and their addresses to whom notice sent by regular first-class United States mail will be deemed sufficient notice on the employee organization for any purpose.
8. A statement that the employee organization has no restriction on membership based on applicable laws because of race, color, creed, sex, national origin, age, religion, ancestry, marital status, sexual orientation, political affiliation, Vietnam era veteran status, disability or otherwise included in a disadvantaged group.
9. The job classifications or titles of employees in the unit claimed to be appropriate and the approximate number of member employees therein.
10. A statement that the employee organization has in its possession proof of employee support as herein defined to establish that a majority of the employees in the unit claimed to be appropriate have designated the employee organization to represent them in their employment relations with SacRT. Such written proof will be submitted for confirmation to the Labor Relations Officer or to a mutually agreed-upon disinterested third party.
11. A request that the Labor Relations Officer formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.

- B. the Petition, including the proof of employee support and all accompanying documentation, will be declared to be true, correct and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.

**§17.07 SacRT Response To Recognition Petition**

- A. Upon receipt of the Petition, the Labor Relations Officer will, within 10 days, determine whether:
  - 1. There has been compliance with the requirements of the Recognition Petition; and,
  - 2. The proposed representation unit is an appropriate unit in accordance with §17.09.
- B. If an affirmative determination is made by the Labor Relations Officer on the foregoing two matters, the Labor Relations Officer will so inform the petitioning employee organization will give written notice of such request for recognition to the employees in the unit, and will pend further action on said request for the 30 day challenge period specified in §17.08.
- C. If either of the foregoing matters are not affirmatively determined, the Labor Relations Officer will offer to consult thereon with such petitioning employee organization, and, if such determination thereafter remains unchanged, will inform that organization of the reasons therefore in writing. The petitioning employee organization may appeal such determination for a determination by the State Mediation and Conciliation Service.

**§17.08 Open Period For Filing Challenging Petition**

- A. Within 30 days of the date written notice was given to affected employees that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the Exclusively Recognized Employee Organization of the employees in the same or in a modified unit (one which corresponds with respect to some but not all the classifications or positions set forth in the recognition petition being challenged), by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least 30% and otherwise in the same form and manner as set forth in §17.06.
- B. If a challenging petition seeks recognition for the unit identified in the initial petition, the Labor Relations Officer will within 10 days refer the matter to the State Mediation and Conciliation Service to conduct an election to determine if an exclusively recognized employee organization shall be certified.

- C. If a challenging petition seeks recognition for a modified unit, the Labor Relations Officer will within 10 days refer the matter to the State Mediation and Conciliation Service to determine the appropriate unit, if any, and whether a representation election is warranted.

**§17.09 Policy And Standards For Determination Of Appropriate Units**

- A. The policy objectives in determining the appropriateness of units will be the effect of a proposed unit on: 1) the efficient operations of SacRT and its compatibility with the primary responsibility of SacRT and its employees to effectively and economically serve the public; and 2) providing employees with effective representation based on recognized community of interest considerations. These policy objectives require that the appropriate unit will be the broadest feasible grouping of positions that share an identifiable community of interest. Factors to be considered will be:
  - 1. Similarity of the general kinds of work performed, types of qualifications required, and the general working conditions.
  - 2. History of representation in SacRT and similar employment except, however, that no unit will be deemed to be an appropriate unit solely on the basis of the extent to which employees in the proposed unit have organized.
  - 3. Number of employees and classifications and the effect on the administration of employer-employee relations created by the fragmentation of classifications and proliferation of units.
  - 4. Effect on the classification structure and impact on the stability of the employer-employee relationship of dividing a single or related classification among 2 or more units.
- B. Notwithstanding the foregoing provisions of this Section, managerial, supervisory and confidential responsibilities, as defined in §17.03 of this Article, are determining factors in establishing or denying establishment of proposed units hereunder. Managerial and confidential employees are precluded from representing any employee organization.
- C. The Board of Directors will, in accordance with California Public Utilities Code Section 102121(d), through its Labor Relations Officer, after notice to and consultation with affected employee organizations, allocate new classifications or positions, delete eliminated classifications or positions, and retain, reallocate or delete classifications or positions from units in accordance with the provisions of this Section.

**§17.10 Procedure For Modification Of Established Appropriate Units**

Requests by employee organizations or by the Labor Relations Officer for modification of established appropriate units may be submitted to the State Mediation and Conciliation Service to determine the appropriate unit, and whether a representation election is warranted.

**§17.11 Procedure For Decertification Of Exclusively Recognized Employees**

- A. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Labor Relations Officer only during the month of January of any year following the first full year of recognition where there is no collective bargaining agreement in place, during the 30 day period commencing 180 days prior to the termination date of a collective bargaining agreement or any time after the second anniversary of a multi-year collective bargaining agreement. A Decertification Petition may be filed by 2 or more employees or their representative(s), or an employee organization, and will contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:
1. The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
  2. The name of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as the representative of that unit.
  3. An allegation that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit and any other relevant and material facts relating thereto.
  4. Proof of employee support that at least 30% of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof will be submitted for confirmation to the Labor Relations Officer or to a mutually agreed-upon disinterested third party within the time limits specified in the first paragraph of this Section. Such petition will remain strictly confidential and will not be released to persons other than the disinterested third party or the Labor Relations Officer designees.
- B. An employee organization may, in satisfaction of the Decertification Petition requirements thereunder, file a petition under this Section in the

form of a Recognition Petition that evidences proof of employee support of at least 30% and otherwise conforms with the requirements of §17.06.

- C. The Labor Relations Officer will within 10 days refer the matter to the State Mediation and Conciliation Service to conduct an election to determine if an exclusively recognized employee organization shall be decertified and/or whether a new exclusively recognized employee organization shall be certified.

#### **§17.12 Appeals**

- A. An employee organization aggrieved by an appropriate unit determination of the Labor Relations Officer under §17.09 above may, within 10 days of notice thereof, request the matter be referred to the California State Mediation and Conciliation Service.
- B. An employee organization aggrieved by a determination of the Labor Relations Officer that a Recognition Petition (§17.06), Challenging Petition (§17.08) or Decertification of Recognition Petition (§17.11), or employees aggrieved by a determination of the Labor Relations Officer that a Decertification Petition (§17.11) has not been filed in compliance with the applicable provisions of this Article, may, within 10 days of notice of such determination, request the matter be referred to the California State Mediation and Conciliation Service.

#### **§17.13 Impasse Procedures**

##### **A. Initiation Of Impasse Procedures**

- 1. If the meet and confer process has reached impasse as defined in this Article, either party may initiate the impasse procedures by filing with the other party a written request for an impasse meeting, together with a statement of its position on all disputed issues. An impasse meeting will then be scheduled promptly by the Labor Relations Officer. The purpose of such meeting will be:
  - (a) To identify and specify in writing the issue or issues that remain in dispute;
  - (b) To review the position of the parties in a final effort to resolve such disputed issue or issues; and
  - (c) To discuss arrangements for the utilization of the impasse procedures provided herein if the dispute is not resolved.



## B. Impasse Procedures

### 1. Mediation

- (a) If the parties agree to submit the dispute to mediation and agree on the selection of mediator, the dispute will be submitted to mediation. All mediation proceedings will be private. The mediator will make no public recommendation nor take any public position at any time concerning the issues.
- (b) If the parties fail to agree to submit the dispute to mediation or fail to agree on the selection of a mediator, or fail to resolve the dispute through mediation within 15 days after the mediator commenced meeting with the parties, the parties may agree to submit the impasse to fact finding.

### 2. Fact Finding

- (a) If the parties agree on fact finding, they may agree on the appointment of one or more fact finders. If the parties do not agree on the appointment of the fact finder(s) a fact finding panel of 3 will be appointed in the following manner: One member of the panel will be appointed by the Labor Relations Officer; one member will be appointed by the Exclusively Recognized Employee Organization; and those two will name a third, who will be the Chair. If they are unable to agree upon a third, they will select the third member from a list of 7 names to be provided by the California State Mediation and Conciliation Service.

#### (b) Fact Finding Procedures

- (1) The following constitute the jurisdictional and procedural requirements for fact finding:
  - (i) The fact finders will consider and be guided by applicable federal and state laws.
  - (ii) Subject to the stipulations of the parties, the fact finders will determine and apply the following measures and criteria in arriving at their findings and recommendations.
- (2) As relevant to the issues in dispute, the fact finders will compare the total compensation, hours and conditions of employment of the employees involved in the fact finding proceeding with the total compensation, hours and conditions of employment of other employees performing similar services in public and private employment in the same and comparable communities. "Total compensation" will mean all wage compensation, including but not limited to premium, incentive, minimum,

standby, out-of- class and deferred pay; all paid leave time; all allowances, including but not limited to educational and uniform benefits; medical and hospitalization benefits; and insurance, pension and welfare benefits.

- (3) The fact finders will then adjust the results of the above comparisons based on the following factors:
  - (i) Equitable employment benefits relationships between job classifications and positions within SacRT.
  - (ii) The pattern of change that has occurred in the total compensation of the employees in the unit at impasse as compared to the pattern of change in the average consumer price index for goods and services, commonly known as the cost of living index.
  - (iii) The benefits of job stability and continuity of employment.
  - (iv) The difficulty, or lack thereof, of recruiting and retaining qualified personnel.
- (4) The fact finder will then determine recommendations based on the comparisons as adjusted above, subject to the financial resources of SacRT to implement them, taking into account:
  - (i) Other legislatively determined and projected demands on SacRT's resources;
  - (ii) Assurance of sufficient and sound budgetary reserves; and
  - (iii) Statutory and Board policy limitations on tax and other revenues and expenditures.
- (5) The fact finder will make written findings of fact and recommendations for the resolution of the issues in dispute, which will be presented in terms of the criteria, adjustments and limitations specified above. Any member of the fact finding panel will be accorded the right to file dissenting written findings of fact and recommendations. The fact finder or Chair of the fact finding panel will serve such findings and recommendations on the Labor Relations Officer and the designated representative of the Exclusively Recognized Employee Organization. If these parties have not resolved the impasse within 10 days after service of the findings and recommendations upon them, the fact finder or the Chair of the fact finding panel will make such findings available to the Board of Directors for consideration.

C. Board Of Directors

If the parties agree to submit the impasse directly to the Board of Directors, or if the parties did not agree on mediation or the selection of a mediator and did not agree on fact finding, or having so agreed, the impasse has not been resolved through such mediation and/or fact finding, the Board of Directors will take such action regarding the impasse as it, in its discretion, deems appropriate as in SacRT's interest.

**§17.14 Costs Of Impasse Procedures**

Costs for the services of a mediator and a fact finder or Chair of a fact finding panel utilized by the parties, and other mutually incurred costs of mediation and fact finding, will be borne equally by SacRT and the Exclusively Recognized Employee Organization. The cost for a fact finding panel member selected by each party, and other separately incurred costs, will be borne by such party.

**§17.15 Construction**

A. This Article will be administered and construed as follows:

1. Nothing in this Article will be construed to deny to any person, employee, organization, SacRT, or any authorized officer, body or other representative of SacRT, the rights, powers and authority granted by federal or state law.
2. This Article will be interpreted so as to carry out its purposes as set forth in §17.01.
3. Nothing in this Article will be construed as making the provisions of the California Labor Code Section 923, applicable to SacRT employees or employee organizations, or of giving employees or employee organizations the right to participate in, support, cooperate or encourage, directly or indirectly, any strike, sick-out or other total or partial stoppage or slowdown of work. In the event employees engage in such actions, they will subject themselves to discipline up to and including termination and may be deemed to have abandoned their employment, and employee organizations may thereby forfeit all rights accorded them under this Article for a period of up to one (1) year from commencement of such activity.

**§17.16 Severability**

If any provision of this Article, or the application of such provision to any person or circumstance, will be invalid, the remainder of this Article, or the application of such provision to persons or circumstances other than those as to which it is held invalid, will not be affected thereby.

## **ARTICLE 18: REDUCTION IN FORCE**

### **§18.01 Definition Of Reduction In Force (Layoff)**

"Reduction in force" will be defined as an involuntary separation from employment for reasons such as, but not limited to: position/classification elimination or reduction, SacRT/Department/work section reorganization, and/or job classification merger.

### **§18.02 Order Of Layoff**

- A. When a reduction in force is deemed necessary by SacRT, employee(s) will be laid off within the affected department and classification in inverse order of seniority as follows:
1. Temporary Employees
  2. Personal Services Contract Employees
  3. Limited Term Employees
  4. Part-Time Employees
  5. Full-Time Employees
- B. Employees affected by a layoff may relocate into vacant job classifications authorized to be filled by the Board, provided they meet the minimum qualifications of the job. Individuals electing to move into a vacant position will be compensated at their current salary level provided that their current salary is within the authorized pay range minimum and maximum levels established for that classification. In lieu of going on layoff, an employee affected by a layoff may displace another less senior employee from a position in a classification in which the affected employee previously held regular status.

### **§18.03 Notification Of Reduction In Force**

Written notification will be given to affected employees as much in advance of the layoff date as possible, but not later than 30 working days prior to the effective date. Notification will be hand delivered whenever possible. If it is not possible, written notification will be mailed to the employee's most recent address on record in the Human Resources Department. If the Worker Adjustment and Retraining Notification Act, 29 USC, Section 2101-2109, is applicable to the layoff under consideration, SacRT will provide an employee affected by a layoff prior notice of at least 60 days.

**§18.04 Employee Recall From Reduction In Force**

A. Recall List

1. Individuals laid off will be placed on a Recall List for recall to openings in the job classification from which they were laid off. SacRT will recall employees in inverse order of layoff to fill a vacancy in an affected classification prior to filling the vacancy from any other source. Notice of recall will be mailed by certified mail, restricted delivery, to the employee's most recent address of record in the Human Resources Department and the employee will have 15 working days from its receipt to respond. Failure of an employee to respond, except for reasons beyond the individual's control, will result in removal from the Recall List. A copy of the Recall List for each classification will be available to employees affected by layoff.
1. A recall notice returned to SacRT from the Post Office marked "undeliverable" will be deemed as a failure to respond and will result in removal of the employee's name from the Recall List.
2. Laid off employees will be terminated from employment, but will be eligible for recall for 2 years from date of layoff. Employees on layoff longer than 2 years will be removed from the Recall List and have no right thereafter to be recalled. Employees removed from the Recall List may be considered for Permissive Reemployment pursuant to §2.01 G.

**§18.05 Cash Out of Leave Credits On Layoff**

An employee who is laid off will be cashed out for accrued leave credits in accordance with these Rules as they apply to terminated employees.

**ARTICLE 19: DRUG AND ALCOHOL TESTING AND REHABILITATION**

**§19.01 Drug And Alcohol Testing And Rehabilitation**

- A. All employees deemed to be safety sensitive, pursuant to the Department of Transportation (DOT) and Federal Transit Administration (FTA) Testing Regulations (49 CFR Parts 40 and 655) or non-safety sensitive as identified in the SacRT Drug and Alcohol Testing and Rehabilitation Policy are required to comply with all applicable provisions of the regulations and/or policy. Job Classifications designated as safety sensitive or non-safety sensitive are identified in the policy. The policy as may be amended from time to time to maintain compliance with DOT FTA Drug and Alcohol Testing Regulations will be distributed to all employees following adoption of mandatory changes.
  
- B. Nothing herein will be interpreted so as to limit SacRT's right to assess disciplinary action, including termination for misconduct associated with a decision to direct a prohibited substance test under the terms of the Policy. Issues related to the administration of the program may be made the subject of a complaint as outlined in Article 16 of these Rules.

**ARTICLE 20: RETIREMENT PLAN**

**§20.01 Retirement Plan**

- A. All regular employees are eligible for retirement benefits subject to the terms and conditions set forth within the applicable Retirement Plan. The cost of funding the Retirement Plan to provide the applicable retirement benefits, on an actuarially sound basis, will be borne by SacRT and employees pursuant to an applicable collective bargaining agreement or as prescribed by law.
- B. Specified employees may be excluded from participating in a Retirement Plan either by collective bargaining agreement or at the discretion of the General Manager/CEO.

## **ARTICLE 21: COMPENSATION FOR RETIREMENT BOARD MEMBERS**

### **§21.01 Compensation For Retirement Board Members**

An employee serving as a member of a SacRT Employee Retirement Board will be compensated at regular salary (or hourly rate of pay) for the amount of time during regularly scheduled work hours that the employee actually and necessarily spends: 1) serving as a Board Member during a noticed Retirement Board meeting, 2) participating as a Board Member in other business sanctioned by the Retirement Board, and 3) traveling between the place he or she regularly reports to work at SacRT and the site of either the noticed Retirement Board meeting or sanctioned business matter. SacRT will not compensate such employee for time spent outside of regularly scheduled work hours performing any of the foregoing activities except training activities approved or required by the Retirement Board.

### **§21.02 Flex Scheduling For Attendance**

An employee serving as a Member of a SacRT –Employee Retirement Board will be permitted to “flex” the employee’s schedule, or “trade” shifts with another qualified employee when a Retirement Board meeting is scheduled to occur on one of the employee’s regularly scheduled days off. Such “flex scheduling” or “shift trading” is subject to supervisory approval based upon the business needs of SacRT.



# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
21	06/10/19	Open	Action	06/04/19

Subject: Insurance Renewals

## ISSUE

Renewal of General Liability including Public Officials Professional Liability, Auto, Property, Boiler & Machinery, Excess Workers' Compensation, Employment Practices Liability, Crime/Employee Dishonesty, Privacy & Network Liability and Underground Storage Tank Pollution Liability for the period of July 1, 2019 through July 1, 2020.

## RECOMMENDED ACTION

Adopt Resolution No. 19-06-\_\_\_\_, Authorizing Renewal of General Liability Including Public Officials Professional Liability, Auto, Property, Boiler & Machinery, Excess Workers' Compensation, Employment Practices Liability, Crime/Employee Dishonesty, Privacy & Network Liability and Underground Storage Tank Pollution Liability for the Period of July 1, 2019 through July 1, 2020.

## FISCAL IMPACT

GL Account	Description	SacRT Risk cc47 FY 2020 Budget	Elk Grove cc641 FY 2020 Budget	Total
660027	Employment Practices	\$ 66,931	\$ 6,223	\$ 73,154
660040	Crime	17,082	942	18,024
660041	Boiler & Machinery	11,205	-	11,205
660043	Excess WC	147,060	12,027	159,087
660044	Excess Liability	3,045,677	238,342	3,284,019
660049	Property Premium	700,766	29,234	730,000
660060	Pollution/UST Prem	4,876	3,612	8,488
660062	Flood Premium	12,500	-	12,500
660063	Privacy/Cyber Liab	22,452	1,238	23,690
	<b>Total Operating Cost</b>	<b>\$ 4,028,549</b>	<b>\$ 291,618</b>	<b>\$ 4,320,167</b>

## DISCUSSION

Alliant Insurance Services, Inc. has been Sacramento Regional Transit (SacRT) District's insurance broker since 2017. Alliant continues to thoroughly examine SacRT's insurance and risk exposures and conducts extensive marketing of SacRT's insurance placements to current and prospective insurers. This results in more competitive options both from a coverage and pricing standpoint.

Approved:

Presented:

Final 06/05/19

General Manager/CEO

VP, Finance/CFO

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
21	6/10/19	Open	Action	06/04/19

Subject: Insurance Renewals

This year’s goals included maintaining the liability and property coverage placements as close to expiring as possible in light of an increasingly hard market. The London market for liability coverage in particular has constricted further and faster than it has in decades, with underwriters looking to increase rates on accounts with minimum premiums like SacRT has enjoyed. On top of the market uncertainties, this has been an especially challenging year in marketing the coverages due to the increased exposure of the Folsom annexation and Elk Grove service. The following is a summary of the significant changes, coverages and premiums for SacRT’s Fiscal Year (FY) 19-20 insurance placements.

**General, Auto, and Professional Liability:** SacRT is required to provide a \$295,000,000 per occurrence limit with no less than a double aggregate limit to comply with Union Pacific (UP) contract requirements. No one insurer can provide a policy meeting this limit, so multiple carriers are engaged to secure the amount required. UP’s requirement represents a significant cost, and in the absence of it SacRT would elect to purchase limits of \$100,000,000.

Formal quotes have been confirmed as of May 13, 2019 up to \$100M, with the bifurcated layers above that pending. Note though that the top layers are going to be the most problematic as these are below general industry minimum premiums, and are all in the London/Bermuda market that has hardened faster and more significantly than the domestic markets. The market has contracted considerably in the past 6 months to the worst it’s been since 1985, largely driven by significantly increased settlements on auto liability cases, particularly in California (CA). Claims that would have previously settled for \$5M-10M, are now regularly settling for \$30M (CA), \$42M (CA), \$45M (CA), and \$75M (NY).

Many carriers in London have ceased writing business in CA because of this, and some have pulled out of the United States market entirely. SacRT is losing \$65M of our \$200M capacity this year, and for this reason alone that we have to replace. Pricing on these top layers is highly variable, as underwriters are evaluating their capacity deployment on a rate per million basis; accounts like ours that have a very small rate on line compared to other accounts are the first that are shed. Our estimate is high for this reason, and we are continuing to strive to place coverage as close to expiring as possible.

Even in this market, SacRT’s year over year pricing without the additional Elk Grove exposures is only \$15,000 higher than expiring for the first \$100M. Including Elk Grove, the premium is up 14% over expiring, which given the increased bus fleet exposure is a very positive result.

**Employment Practices Liability (EPL):** Arch Insurance Company continues to be a stable partner, providing a \$3 M and \$250,000 deductible with a 4% increase in the premium for FY 19/20. This is a very reasonable reflection of the increased exposure with the addition of Folsom and the Elk Grove contract, particularly given our claims frequency in this area.

**Property:** Travelers, the current carrier on the property program, has conservatively increased the rate by 3% in a marketplace that is seeing large increases due to recent catastrophic losses. SacRT’s long relationship with the Travelers underwriter and the placement within their Inland

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Subject: Insurance Renewals

Marine group is working to the District's advantage in maintaining stable pricing and coverage in a hardening market.

The total premium has increased due to increases in SacRT's Total Insured Values (TIV), up 18% in total, due to the additions of Folsom and Elk Grove, and due to increases in the values for SacRT's own buses and light rail vehicles. The TIV for revenue vehicles, not including Elk Grove, increased by 316% at an increased rate of 4%.

**Boiler & Machinery:** Travelers has been the insurer for Boiler & Machinery coverage for several years and consistently offers competitive terms and pricing. Through Alliant's marketing efforts, they agreed to reduce the rate 4% and keep all other terms and conditions the same.

**Excess Workers' Compensation:** The Workers' Compensation rate is unchanged (in a marketplace where rate increases are the standard), but the premium has increased 6% due to a corresponding increase in SacRT's projected payroll, largely due to the Elk Grove contract.

**Crime/Employee Dishonesty:** The rates for the Crime coverage program increased for FY 19/20 but the underwriters agreed to keep SacRT's premium flat for this renewal. However, SacRT chose to increase the limit from \$1 million to \$3 million for a total premium of \$18,024, while maintaining a \$2,500 deductible.

**Privacy & Network Liability (Cyber):** This coverage is becoming more popular, with carriers seeing more claims activity. And though SacRT's revenues are increasing with the additions of Folsom and Elk Grove, Ascent/Lloyds remains competitive on the renewal with a flat rate and improved coverages.

**Underground Storage Tanks Pollution Liability:** Coverage will renew with Liberty with a 2% increase in the rate and increases in most of the underground tanks' deductibles, from \$10,000 to \$15,000. The oldest tank's deductible is increasing from \$25,000 to \$50,000, while the one above ground tank will keep a \$5,000 deductible.

**Pollution Liability – Elk Grove:** The contract with Elk Grove requires SacRT to provide a specialized pollution policy to cover potential on or migrating off-site pollutants arising from SacRT's use of Elk Grove's bus maintenance facility.

**Flood:** Coverage was restructured last year to reduce and combine all covered locations into one policy. The policy renews 9/2/19 and we are working to change the renewal to 7/1/19 to align with other policies. We expect no change in the rate or the values insured, so the premium is expected to be flat.

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Subject: Insurance Renewals

## Renewal Program Pricing History

Policy Type	07/01/19 - 07/01/20 Renewal Program	07/01/18 - 07/01/19 Expiring Program	07/01/17 - 07/01/18 Expired Program	07/01/16 - 07/01/17 Expired Program
Excess Liability (GL/AL/PL/EPL)	\$3,284,019*	\$2,095,799**	\$2,095,799**	\$2,376,515**
Employment Practices Liability	\$73,154	\$70,163	\$70,163	\$90,050
Property & Inland Marine	\$730,000	\$564,711	\$537,883	\$572,788
Boiler & Machinery	\$11,205	\$10,632	\$10,158	\$11,749
Excess Workers' Compensation	\$159,087	\$150,139	\$150,902	\$139,508
Crime	\$18,024*	\$8,664	\$8,664	\$10,875
Privacy & Network Liability	\$23,690	\$23,690	\$15,996	\$14,835
Underground Storage Tanks Pollution Liability	\$4,876	\$4,798	\$5,329	\$5,776
Pollution Liability – Elk Grove	\$3,612	n/a	n/a	n/a
Flood	\$12,500	\$12,338	\$14,735	\$17,232
<b>Total</b>	<b>\$4,320,167</b>	<b>\$2,940,934</b>	<b>\$2,909,629</b>	<b>\$3,239,328</b>

\*This is an estimate as of June 3, 2019. This also represents the change to a \$2M Self Insurance Retention (SIR).

\*\*The SIR for these fiscal years was \$3M.

Note: Excess Liability costs have increased as a result of three factors: new service in Elk Grove, deteriorating market conditions and electing a lower Self Insured Retention (SIR). As a result of the three factors mentioned above, Excess Liability increased from the prior year by approximately \$1.2 Million, or 57%.

Additional information on coverage is provided in Exhibit A attached to the Resolution.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**AUTHORIZING RENEWAL OF GENERAL LIABILITY INCLUDING PUBLIC OFFICIALS PROFESSIONAL LIABILITY, AUTO, PROPERTY, BOILER & MACHINERY, EXCESS WORKERS' COMPENSATION, EMPLOYMENT PRACTICES LIABILITY, CRIME/EMPLOYEE DISHONESTY, PRIVACY & NETWORK LIABILITY AND UNDERGROUND STORAGE TANK POLLUTION LIABILITY FOR THE PERIOD OF JULY 1, 2019 THROUGH JULY 1, 2020**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, insurance binders for General Liability Insurance, including Public Officials Errors and Omissions; Property Insurance; Boiler and Machinery Insurance; Excess Workers' Compensation Insurance; Employment Practices Liability Insurance; Crime/Employee Dishonesty Insurance; Privacy & Network Liability Insurance; Underground Storage Tank Pollution Liability FY 2020 to be provided by the insurance companies for the insurance limits, with the coverage and premium amounts set out in the attached Exhibit A, are hereby approved.

THAT, the General Manager/CEO or his designee is hereby authorized and directed to take such actions as are necessary to bind SacRT to the coverage set out in Exhibit A, effective July 1, 2020.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

Insurance Renewals  
Exhibit A

Summary of Insurance Coverage  
7/1/19 – 6/30/20

Liability – Coverage Towers and Pricing Comparison:

Layer	Carrier	2018 Premium Including Taxes/Fees 3M SIR	2019 Premium Including Taxes/Fees 3M SIR	Elk Grove Portion of 2019 Gross Total 3M SIR	Estimated Premium Increase for 2M SIR	2019 Total <b>Gross</b> Premium Including Increase for lower 2M SIR
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**10 M Lead**

	Munich RE	\$703,824	\$808,711	\$120,498	\$436,706	\$1,365,915
10M xs 15M	Berkley	\$326,767	\$381,802	\$37,836	\$190,901	\$610,539
15M xs 25M	Great American	\$160,000	\$179,376	\$19,376	\$35,875	\$234,627
20M xs 40M	PEELS (UK)	\$147,060	\$163,237	\$17,630	\$16,324	\$197,191
40M xs 60M	Swiss Re/Great American	\$210,000	\$231,834	\$25,502	\$0	\$257,336
<b>100M Subtotals:</b>		\$1,547,651	\$1,764,960	\$220,842	\$679,806	\$2,665,608

**Bifurcated**

**Layers:**

<b>100M xs 100m</b>	UK/Bda	\$309,600	\$340,560	\$10,000	\$0	\$350,560
50M p/o 100M	XLC				\$0	n/a
15M p/o 100M	Endurance				\$0	n/a
10M p/o 100M	Hamilton Re				\$0	n/a
25M p/o 100M	Argo				\$0	n/a

90M xs 200M	UK/Bda	\$232,200	\$278,640	\$7,500	\$0	\$286,140
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<b>Approximate offset to reduce Arch EPLI Limit from 3M to 2M:</b>					(\$18,289)	(\$18,289)
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<b>Total Premium:</b>		\$2,089,451	\$2,384,160	\$238,342	\$661,517**	\$3,284,019
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**\*\* This is an estimated increase, as of June 3, 2019. Should the liability Coverage Towers Premium exceed the June 3, 2019 estimate above by \$38,465 or more, then SacRT will elect to retain the \$3M SIR.**

**EMPLOYMENT PRACTICES LIABILITY – ARCH INSURANCE COMPANY**

- Exposure Basis: Number of Full-Time Employees Equivalent
- Claims-Made Coverage

**CARRIER:** Admitted  
**LIMITS:** \$3,000,000 Each Insured Event/Aggregate  
**SELF-INSURED**  
**RETENTION:** \$250,000  
**PREMIUM:** **\$73,154**

**PROPERTY/INLAND MARINE – TRAVELERS INSURANCE COMPANY**

**DELUXE PROPERTY COVERAGE FORM**

**COVERAGES AND LIMITS OF INSURANCE - DESCRIBED PREMISES**

Insurance applies on a BLANKET basis only to a coverage or type of property for which a Limit of Insurance is shown below.

<b>Blanket Description of Coverage or Property</b>	<b>Limits of Insurance</b>
Buildings	\$81,711,585
Your Business Personal Property	\$55,020,159
Personal Property of Others	\$100,000

**DELUXE BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM - DESCRIBED PREMISES**

<b>Premises Location No.</b>	<b>Building No.</b>	<b>Limits of Insurance</b>
ALL	ALL	\$8,718,461

90 % Coinsurance Applies. See Business Income – Coinsurance

Rental Value: Included  
Ordinary Payroll: Included

**DEDUCTIBLES:**  
**BY “FLOOD”:**

At the premises location(s) of the following Building(s)  
numbered: 001-028

in any one occurrence: \$250,000

As respects Business Income Coverage a 72 hour deductible applies at all locations

**TO UTILITY SERVICES:**

Direct Damage, in any one occurrence: \$100,000

Time Element, in any one occurrence: 72 Hours

**BUSINESS INCOME:**

As respects Business Income Coverage, for which no other deductible is stated above or in the coverage description, a 72 hour deductible applies.

**ANY OTHER COVERED LOSS:**

in any one occurrence: \$100,000

**IM PAK SCHEDULED PROPERTY COVERAGE - VEHICLES**

Coverage	Limits of Insurance & Deductibles
Scheduled property: non-revenue vehicles, revenue vehicles, short term leased or rented vehicles that are not Included on the vehicle schedule, light rail specialty vehicles and miscellaneous scheduled property No coverage is provided for light rail trains.	\$250,000,000
Flood Limit of Insurance (Included in inland marine coverage part limit)	\$10,000,000
Flood Annual Aggregate Limit of Insurance (Included in inland marine coverage part limit)	\$10,000,000
Earth Movement Limit of Insurance (Included in inland marine coverage part limit)	\$10,000,000
Earth Movement Annual Aggregate Limit of Insurance (Included in inland marine coverage part limit)	\$10,000,000
Basic Deductible	
- Basic Deductible, except as noted	\$100,000
- Specialty Vehicles	\$25,000
- Police Vehicles	\$10,000
Flood Deductible	\$500,000
Earth Movement Deductible	\$500,000
Windstorm Deductible	\$500,000
Coinsurance	N/A
Valuation	Replacement Cost



## RAILROAD ROLLING STOCK

Coverage	Limits of Insurance & Deductibles
Covered Property: light rail trains.	\$250,000,000
Flood Limit of Insurance (Included in inland marine coverage part limit)	\$10,000,000
Flood Annual Aggregate Limit of Insurance (Included in inland marine coverage part limit)	\$10,000,000
Earth Movement Limit of Insurance (Included in inland marine coverage part limit)	\$10,000,000
Earth Movement Annual Aggregate Limit of Insurance (Included in inland marine coverage part limit)	\$10,000,000
Basic Deductible	
- Basic Deductible, except as noted	\$250,000
- Collision	\$500,000
Flood Deductible	\$500,000
Earth Movement Deductible	\$500,000
Windstorm Deductible	\$500,000
Coinsurance	N/A
Valuation	Replacement Cost

**Premium: \$730,000**

### **Boiler & Machinery – Travelers**

- Exposure Basis: Statement of Values
- Comprehensive
- Admitted Carrier
- Deductible: \$25,000

Limits:

<b>\$ 10,000,000</b>	Total breakdown limit
<b>\$ 250,000</b>	Utility interruption
<b>\$ 250,000</b>	Hazardous substance
<b>\$ 500,000</b>	Ordinance or Law
<b>\$ 250,000</b>	Water Damage

**Premium: \$11,205**

### **EXCESS WORKERS' COMPENSATION – STATE NATIONAL INSURANCE**

- Exposure Basis: Payroll (per \$100)
- Coverage as Required by Law
- Admitted Carrier

- Self-Insured Retention: \$2,000,000

**Limit:**                    **\$25,000,000** Each Accident/Employee for Disease  
 Estimated Payroll        \$70,423,681 (incl. Elk Grove)  
 Rate:                        \$0.2259  
**Premium:**                **\$159,087**

**CRIME/EMPLOYEE DISHONESTY – NATIONAL UNION (AIG)**

Government Crime Policy on Discovery form including the following coverages:

- Employee Theft – Per Loss Coverage
- Forgery or Alteration
- Inside the Premises – Theft of Money and Securities
- Inside the Premises – Robbery & Safe Burglary of Other Property
- Outside the Premises (Money, Securities and Other Property)
- Computer Fraud
- Funds Transfer Fraud
- Money Orders & Counterfeit Money

**CARRIER:**                Admitted  
**LIMITS:**                    \$3,000,000  
**DEDUCTIBLE:**            \$2,500  
**PREMIUM:**                **\$18,024**

**PRIVACY & NETWORK LIABILITY (CYBER) – ASCENT/LOYDS**

- Exposure Basis: Revenues
- Non-Admitted Carrier
- Deductible: \$50,000 Each Claim & 12 hours for business interruption
- **\$5,000,000 Aggregate Limit**

<b>Limits</b>	<b>Insuring Module</b>
\$5,000,000	Security & Privacy Liability
\$5,000,000	Network Interruption & Recovery
\$5,000,000	Multimedia & Intellectual Property Liability
\$5,000,000	Network Extortion
\$5,000,000	Privacy Regulatory Defense and Penalties
\$5,000,000	Notification Expenses
\$5,000,000	PCI Fines

**Coverage Enhancements for FY 19/20:**

- Electronic Theft, Computer Fraud & Telecommunications Fraud
  - Limit was \$100,000 on expiring and has been increased to \$250,000
- Social Engineering Fraud

- Limit was \$100,000 on expiring and has been increased to \$250,000
- Dependent Network Interruption & Recovery- new coverage with a \$250,000 limit
- Bricking- new coverage with a \$250,000 limit

Premium: **\$23,690** including surplus lines taxes and fees

**UNDERGROUND STORAGE TANK POLLUTION LIABILITY – LIBERTY SURPLUS INS. CORP.**

- Exposure Basis: Number of tanks (9), capacity, contents and monitoring system
- Non-Admitted Carrier
- Deductible Each Claim: AST \$5,000  
USTs Varies by Tank Age – \$15,000 & \$50,000 Each Claim

Limit: \$1,000,000 Each Claim/Aggregate

Premium: **\$4,876** including surplus lines taxes and fees

**PRIMARY FLOOD – TOKIO MARINE SPECIALTY INS. CO.**

- Exposure Basis: Statement of values for buildings and business personal property.
- Non Admitted Carrier
- Deductible: \$50,000

Limit: Varies –  
Buildings \$0 - \$500,000  
Business Personal Property \$100,000 - \$500,000

Premium: **\$12,500** including surplus lines taxes and fees

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
22	06/10/19	Open	Action	06/04/19

Subject: Adopt FY 2020 Operating and Capital Budgets and Vote Allocations and Authorize the Filing of the Transportation Development Act Claim Based on the Adopted FY 2020 Budget

## ISSUE

Whether to adopt the FY 2020 Operating and Capital Budgets and vote allocations and authorize the filing of the Transportation Development Act (TDA) claim based on the adopted FY 2020 Budget.

## RECOMMENDED ACTION

- A. Accept Public Comment; and
- B. Adopt Resolution No. 19-06-\_\_\_, Approving the Sacramento Regional Transit District FY 2020 Operating and Capital Budgets and Vote Allocations; and
- C. Adopt Resolution No.19-06-\_\_\_, Authorizing the Filing of the FY 2020 Transportation Development Act (TDA) Claim Based on the Adopted Budget; and

## FISCAL IMPACT

### **Operating:** FY 2020 vs. FY 2019 comparison

	FY 2019	FY 2020	\$ Change	% Change
Operating Budget	\$175,744,240	\$193,039,379	\$17,295,139	9.8%

Note: 75.4% of the \$17.3 million operating budget increase can be attributed to new and enhanced service. See explanation in the Discussion section for further information.

### **Capital:** FY 2020 Capital Budget

Categories	Federal/State Funding	To-be-determined Funding	Total
Facilities	\$ 40,625	\$ 400,000	\$ 440,625
Fleet	545,080	145,499,000	146,044,080
Infrastructure	600,000	59,365,950	59,965,950
Others	5,518,975	25,000	5,543,975
Planning/Studies	492,000	-	492,000
System Expansion	-	18,900,000	18,900,000
<b>FY 2020 Capital Proposed Additions</b>	<b>\$ 7,196,680</b>	<b>\$ 224,189,950</b>	<b>\$ 231,386,630</b>

Note: FY 2020 Capital Budget also includes \$490,960,848 of Carryforward budget authority from previous fiscal years.

Approved:

Presented:

Final 06/05/19

General Manager/CEO

Director, Office of Management & Budget

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
22	06/10/19	Open	Action	06/04/19

Subject: Adopt FY 2020 Operating and Capital Budgets and Vote Allocations and Authorize the Filing of the Transportation Development Act Claim Based on the Adopted FY 2020 Budget

## DISCUSSION

This report presents SacRT’s Fiscal Year 2020 Operating and Capital Budgets (Exhibit A of Resolution B) for adoption. The proposed budget is based on reasonable assumptions and a plan for a balanced budget in FY 2020.

The Preliminary FY 2020 Operating and Capital Budget was released for a sixty-day review on April 8, 2019. The Public Hearing was opened on May 13, 2019, at which time the public was offered an opportunity to provide feedback regarding the Preliminary Abridged FY 2020 Budget. In addition, SacRT has scheduled additional forums for the public to provide feedback. Feedback from the public is included as Attachment 1.

Since the FY 2020 Preliminary Budget was presented to the Board, Staff has continued to refine the expense plan and monitor revenue projections. The proposed budget reflects a \$17.3 million (9.8%) increase compared to FY 2019 Amended Budget. \$13.0 million (75.4%) of the increase is service related and includes new Elk Grove service, SacForward implementation, expansion of SmART Ride service, annualized cost for Folsom and Light Rail 15-minute headway service, and costs for additional Operators for increased service. The remaining \$4.3 million (24.6%) of the increase reflects contractual increases in salary and benefits in line with Consumer Price Index, an increase in Compressed Natural Gas costs, and costs related to the reduction of the self-insured retention from \$3 million to \$2 million.

**FY 2020 Operating Budget Revisions  
Table 1**

Categories	FY 2019 Budget	FY 2020 Preliminary	FY 2020 Proposed	\$ Change to Preliminary	% Change
<b>Operating Revenues</b>					
Fare Revenue	\$25,946,343	\$27,052,067	\$26,198,738	(\$853,329)	-3.3%
Contracted Services	3,830,066	7,685,707	7,685,707	-	0.0%
Other	5,778,000	4,835,000	4,835,000	-	0.0%
State & Local	104,104,791	115,511,066	118,375,393	2,864,327	2.4%
Federal	36,085,040	35,623,390	35,944,541	321,151	0.9%
<b>Total Operating Revenue</b>	<b>\$ 175,744,240</b>	<b>\$ 190,707,230</b>	<b>\$ 193,039,379</b>	<b>\$ 2,332,149</b>	<b>1.2%</b>
<b>Operating Expenses</b>					
Salaries & Benefits	\$ 117,904,513	\$ 131,812,682	\$ 132,333,236	\$ 520,554	0.4%
Professional Services	24,326,628	25,830,198	27,008,813	1,178,615	4.4%
Materials & Supplies	10,391,259	11,251,462	11,252,462	1,000	0.0%
Utilities	7,028,725	7,505,000	7,505,000	-	0.0%
Casualty & Liability	9,231,195	10,024,803	10,840,176	815,373	7.5%
Other	6,861,920	4,283,085	4,099,692	(183,393)	-4.5%
<b>Total Operating Expenses</b>	<b>\$ 175,744,240</b>	<b>\$ 190,707,230</b>	<b>\$ 193,039,379</b>	<b>\$ 2,332,149</b>	<b>1.2%</b>

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
22	06/10/19	Open	Action	06/04/19

Subject: Adopt FY 2020 Operating and Capital Budgets and Vote Allocations and Authorize the Filing of the Transportation Development Act Claim Based on the Adopted FY 2020 Budget

## Operating Budget

The following is a summary of the adjustments made to the FY 2020 Budget since April 8, 2019. The previously provided April 8, 2019 Budget Issue Paper detailed the changes to the budget from FY 2019.

### Revenues

A net increase of \$2,332,149 in projected operating revenues is due to the following:

- *Fare Revenue* decreased by \$853,329 to reflect the most recent Fare Revenue trends and to account for a full year of fare reduction.
- *State & Local* revenues increased by \$2,864,327 due to additional STA SB1 funds provided by the State in the latest allocations and Citrus Heights STA State of Good Repair funds.
- *Federal* revenues increased by \$321,151 due to Folsom Section 5307 Urbanized Area Formula Funds being assigned to Folsom operations.

### Expenses

A net increase of \$2,332,149 in projected total expenses is due to the following:

- *Salaries & Benefits* costs increased by \$520,554 due to salary and benefit cost refinements for SacRT and for additional positions for the Elk Grove service contract.
- *Professional Services* costs increased by \$1,178,615 due to increases in Security Services, Legal Services, Paratransit and Human Resources.
- *Casualty & Liability* costs increased by \$815,373 due to a combination of refinements in insurance premium costs and proposed changes to self-insured retention from \$3 million to \$2 million.
- *Other* costs decreased by \$183,393 due to adjustments in property leases and property taxes as well as changes to the Contingency account.

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
22	06/10/19	Open	Action	06/04/19

Subject: Adopt FY 2020 Operating and Capital Budgets and Vote Allocations and Authorize the Filing of the Transportation Development Act Claim Based on the Adopted FY 2020 Budget

## Capital Budget

Table 2 summarizes the adjustments made to the FY 2020 Capital Budget since April 8, 2019.

### Adjustments

The FY 2020 Preliminary Abridged Capital Budget presented to the Board on April 8, 2019 totaled \$227.3 million. The updated FY 2020 Proposed Capital Budget is now \$722.3 million.

The vast majority of the \$495 million budget increase is due to the inclusion of the estimated amount of unspent funds to be carried over from FY 2019 to FY 2020, estimated at \$491 million.

Unlike the Operating Budget, the Capital Budget consists of projects that often take multiple years to complete, and in some cases take multiple years to fully fund. Funds approved for a project that are not spent in the previous fiscal year are typically carried over to the following fiscal year. Similarly, when the Board approves the budget for a large multi-year project in one fiscal year's budget (e.g., Light Rail Station Low Floor Conversions or Siemens Light Rail Fleet Replacement), the project continues to have Board-approved budget authority rolled over from year to year, less any funds that have been spent on the project. These carryforward figures were not included in the April 2019 Preliminary Abridged Capital Budget due to the uncertainty of carryforward amounts at that point in the fiscal year. The actual amounts to be carried over from FY 2019 will be reported to the Board as part of the five-year Capital Improvement Plan update in the fall when the books are closed on FY 2019.

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
22	06/10/19	Open	Action	06/04/19

Subject: Adopt FY 2020 Operating and Capital Budgets and Vote Allocations and Authorize the Filing of the Transportation Development Act Claim Based on the Adopted FY 2020 Budget

## FY 2020 Capital Budget Revisions Table 2

ID	Project	FY 2020 Preliminary Budget	FY 2020 Proposed Budget	Difference
B100	Existing Bus Fleet Replacement	21,499,000	21,499,000	-
B165	Electric Bus Charging Infrastructure	4,165,950	4,165,950	-
F020	HVAC Replacements - Admin & Maintenance Bldgs	40,625	40,625	-
F021	Facilities Maintenance & Improvements	400,000	400,000	-
M004	Revenue Bond, Series 2012 Payment	3,432,725	3,432,725	-
M011	Cemo Circle Environmental	-	25,000	25,000
M016	Zero Emission Fleet Conversion Plan	-	242,000	242,000
M017	Schedule Improv & Physical Coord Planning	-	250,000	250,000
R115	Siemens 1st Series Fleet Replacement (26)	79,800,000	79,800,000	-
R125	CAF LRV Fleet Mid-Life Component Overhaul	24,000,000	24,000,000	-
R314	Light Rail Station Low Floor Vehicle Conversion	54,250,000	54,250,000	-
R353	UTDC LRV Fleet Improvement	-	545,080	545,080
R354	Fare Vending Machine Enhancements	600,000	1,550,000	950,000
R358	Gold Line Service Expansion LRVs	20,200,000	20,200,000	-
R359	Gold Line Side Track	18,900,000	18,900,000	-
<u>Subrecipient Projects</u>				
Q056	FY18-FY19 5307 Paratransit Inc. Mobility Mgmt.	-	400,000	400,000
Q057	FY18-FY19 5339 El Dorado Transit Bus Repl.	-	1,355,747	1,355,747
Q058	FY19 5307/5339 El Dorado Transit Preventive Maint.	-	250,000	250,000
Q059	FY19 5307/5339 El Dorado Transit Bus Washer Retr.	-	80,503	80,503
Subtotal FY20 Budget Request		227,288,300	231,386,630	4,098,330
Carryforward		-	490,960,848	490,960,848
Total		\$227,288,300	\$722,347,478	\$495,059,178

In addition to the \$491 million in estimated carryforward funding that has been added to the budget, the remaining \$4M increase in the budget reflects the following: (1) The addition of approximately \$0.5 million for capital projects funded by recent competitive grant awards; (2) the addition of approximately \$1.5 million in budget authority for high priority projects, which will allow SacRT to fund these projects with future discretionary funds and/or pursue competitive grant funding for them; and (3) the addition of \$2 million in subrecipient pass-through projects that are anticipated in the upcoming fiscal year.



Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
22	06/10/19	Open	Action	06/04/19

Subject: Adopt FY 2020 Operating and Capital Budgets and Vote Allocations and Authorize the Filing of the Transportation Development Act Claim Based on the Adopted FY 2020 Budget

SacRT projects with Proposed Budget amounts in June that exceed the Preliminary Budget amounts from April include the following:

**Fleet Program:**

- **UTDC LRV Fleet Improvement (R353)** – Add \$545,080 in funds to hire technicians to help maintain SacRT’s aging UTDC light rail vehicle fleet so that a larger portion of the fleet can reliably run in revenue service.

**Other Program:**

- **Cemo Circle Environmental (M011)** – Add \$25,000 in funds for oversight of environmental remediation at the Cemo Circle property, which will allow SacRT to proceed with selling the surplus property.

**Planning/Studies**

- **Zero Emission Fleet Conversion Plan (M016)** – Add \$242,000 in Caltrans Sustainable Communities Planning Grant funds to develop a zero emission bus fleet conversion plan, including a fleet replacement schedule, an assessment of SacRT’s current facilities and capabilities for supporting electrical charging infrastructure, an assessment of the optimal placement of charging infrastructure and bus facilities, a facilities and charging infrastructure phasing plan, and the development of preliminary budgets and funding plans.
- **Schedule Improvement and Physical Coordination Planning (M017)** – Add \$250,000 in Transit and Intercity Rail Capital Program (TIRCP) grant funds to plan for schedule improvements and physical coordination at major intermodal stations in SacRT’s service area, including the Sacramento Valley Station (SVS) and the future Midtown Station. As a condition of receiving 2018 TIRCP grant funds, the California State Transportation Agency (CalSTA) has required that most 2018 TIRCP grant recipients, including SacRT, conduct network integration projects such as this, with the goal of improving the overall integration of the state’s transit network. CalSTA awarded \$250,000 of TIRCP funds to SacRT for this purpose.

**Infrastructure Program**

- **Fare Vending Machine Enhancements (R354)** – Add \$950,000 to expand the scope of the Fare Vending Machine (FVM) enhancement project to include the replacement of old (obsolete) FVMs at Gold Line and Green Line stations. The current project budget includes only funds to replace old FVMs on the Blue Line because the available grant funding was restricted to that line. New FVMs will be more reliable and inexpensive to maintain, and will accept multiple forms of payment.

It’s important to keep in mind a significant portion of the amounts included in the Capital Budget are reliant on funding being made available from Federal, State, and other outside agencies. Additional details regarding these projects are included in Exhibit A.

# REGIONAL TRANSIT ISSUE PAPER

Agenda Item No.	Board Meeting Date	Open/Closed Session	Information/Action Item	Issue Date
22	06/10/19	Open	Action	06/04/19

Subject: Adopt FY 2020 Operating and Capital Budgets and Vote Allocations and Authorize the Filing of the Transportation Development Act Claim Based on the Adopted FY 2020 Budget
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## Recommended Board Action

Staff recommends that the Board close the Public Hearing and adopt the FY 2020 Operating and Capital Budgets and vote allocation.

Consistent with past practice, Staff recommends that the Board delegate the authority to the General Manager/CEO to file the FY2020 Transportation Development Act (TDA) claim for an amount not to exceed SacRT's apportionment sufficient to claim all available current and prior year funds available for SacRT.

Note: The District's TDA claim includes the annual allocation amount of \$1,718,201 to SACOG for transportation planning purposes. These funds are not included in the SacRT's FY 2020 Operating Budget, as they are paid directly to SACOG.

**FY 2020 Budget Public Comments Received**

**Public Comment:**

**Cat Karell – [cat4cats139@gmail.com](mailto:cat4cats139@gmail.com) – May 9, 2019**

I have viewed the abridged budget for Sac RT Fiscal Year 2020 online. I have no objections or comments about the various provisions per se.

However, I have a distinct criticism to make with respect to the several pie charts which are embedded within the budget. They are color coded, which in itself is fine. However, when viewing the document online the legends showing the colors are almost indistinguishable. Either of the following needs to be done henceforth. I say this because more and more people view documents online rather than the printed paper version.

1. Make the boxes next to the legend statements MUCH larger so that the color is clear when viewed online.
2. Use numbering in addition to the color coding. The numbering would be next to the text for the color on the legend and ALSO in the portion of the relative part of the pie chart, or right outside when the percentage for that portion of the pie chart is outside the pie.

The rest of the report is well prepared.

**SacRT Response:**

Thank you for your comments. We will make these changes when the adopted budget is posted to our website.

**Public Comment:**

**Jacqueline Henderson – [jahenderson61@yahoo.com](mailto:jahenderson61@yahoo.com) – May 9, 2019, May 12, 2019**

I'd like to submit this comment as a follow up to the telephone message I left re: the May 13th, 2019 SacRT Public Hearing. Will Regional Transit consider changing its electrical utility from PG and E to SMUD to power light rail lines? Since PG and E has gone bankrupt, it may be more cost efficient to use SMUD as a utility carrier with its lower rates as a local electricity provider.

Thank you for your consideration and cooperation in this matter.

Sincerely,

Jacqueline Henderson

32 year RT rider

**SacRT Response:**

Thank you for your comments. We currently use SMUD and do not use PG&E.

**Public Comment:**

**Sarah Kerber – [sarah@organizesacramento.org](mailto:sarah@organizesacramento.org) – May 9, 2019**

Our members have been reviewing the board documents and are starting to flow questions. One that I've gotten repeatedly with regards to the Route Optimization is as weekends service is increased, if there is a plan to bring back customer service advocates on weekends to work the phones? Currently, if a rider has an issue with their ride on weekends there is no-one they can contact in real time to address the issue or get help. We anticipate that the changes caused by the ROS will result in many riders needing additional real-time assistance, on weekdays and weekends. We've looked through the documents but the only mention I see that might address the issues is this: The effort will also seek public input regarding the expansion and customer service priorities for SacRT with increases in funding.

Do you have any more information on the plan to improve customer service and staff phones on weekends? I know we have spoken at Board meetings about this issue before and wanted to see if there was a plan in the budget to improve this service. Any information you can provide before our Saturday meeting or the Monday Board Meeting would be greatly appreciated and help inform our comments to the Board.

Thanks!

Sarah Kerber

**SacRT Response:**

As part of the SacRT Forward network that was adopted by the Board earlier this year, SacRT will be spending an additional \$4 million on services and overall rider enhancements (new bus shelters, new bus signs, etc). These improvements include additional customer service and security staff.

At this time, we are making plans to have the Customer Satisfaction department open on Saturdays\* to provide information about the new route and schedules for the first month on a temporary basis. As we launch, we will also deploy up to 100 temporary staff members out in the field providing assistance. We will adjust accordingly if there is a large demand.

As for deploying additional staffing for phone calls, customers can use the online Trip Planner and access next bus information through our website. Customers can

contact/communicate with a representative in the SOC if they need immediate assistance after-hours (as they do today). That line is staffed 24/7.

*\*See revised response on page 4 of public comments regarding weekend Customer Service hours.*

**Public Comment:**

**Sarah Kerber – [sarah@organizesacramento.org](mailto:sarah@organizesacramento.org) – May 12, 2019**

Item 13: Preliminary FY 2020 Operating and Capital Budgets

The preliminary budget documents do not address increased customer service and support as a result of the changes of the Route Optimization (ROS) being implemented on September 8, 2019. We anticipate that the changes caused by the ROS will result in many riders needing additional real-time assistance, on weekdays and weekends. Currently, if a rider has an issue with their ride on weekends or in the evening there is no one they can contact in real time to address the issue or get help. We request that SacRT staff provide the Board and members of the public with a funding plan as part of the budget process to improve customer service during this critical period. We believe that improving customer service is a critical part of improving rider experience and having real time support, especially as changes are being rolled out, will be essential to the project's success.

**SacRT Response:**

As part of the roll out plan, SacRT staff has weekly meetings to ensure the success of the SacRT Forward Project. Staff has a detailed estimate for all the costs necessary to bring about a plan that involves all parts of the organization. This level of detail is typically not provided in the operating budget; however, we can provide this to you via email.

**Public Comments from the SacTRU Meeting** (various attendees) May 18, 2019

- Comment: Will SacRT make a commitment not to roll out any more rear loading microtransit vehicles?
- Response: Yes, the next procurement of microtransit vehicles will not be rear loading.
- Comment: Send latest SmarT Ride plans - future service areas and start dates.
- Response: The next service area to be rolled-out will be downtown, anticipated for 8/1/19. Following that, the Gerber service area will be next, anticipated for 9/1/19.

- Comment: What is the operating cost of fixed route vs. operating cost of Smart Ride?
- Response: Cost per Revenue Hour. Fixed-route = \$137.72, Demand Response = \$108.48 (fully burdened)
- Comment: Requesting presentation to both MAC and the SacRT Board about the Low Floor Light Rail Vehicle project.
- Response: Absolutely, please work with Janice Labrado: [jlabrado@sacrt.com](mailto:jlabrado@sacrt.com)
- Comment: What is this new low floor service going to look like?
- Response: It will look similar to the low-floor vehicles that are being operating by other transit agencies such as in San Diego, Portland, and Seattle.
- Comment: Let us know when funding agencies (STA, SACOG) are making decisions with regard to transit funding so that we can advocate.
- Response: Absolutely.
- Comment: Are there upcoming STA meetings re: the renegotiating of the original Measure A distribution?
- Response: The meetings are upcoming. Please go to the Sacramento Transportation Authority's website for more information <http://www.sacta.org/>
- Comment: Need real time customer service on weekends and nights during SacRTForward roll-out, INCLUDING SUNDAYS. In his response, Henry indicated that Saturday's would be covered, but they want Sundays covered too. Jamie promised that she would attend a future SacTRU meeting, but they cannot wait for the next meeting since the Budget will be adopted on June 10. They will be bringing their concerns up to the Board at that meeting.
- \*Response: We have looked into this further and will absolutely provide customers service on Saturdays and Sundays during the SacRT Forward roll-out period.

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**APPROVING THE SACRAMENTO REGIONAL TRANSIT DISTRICT  
FY 2020 OPERATING, DEBT SERVICE, CAPITAL BUDGETS  
AND VOTE ALLOCATION**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board hereby finds the level of service to be rendered in each city and county in which the Sacramento Regional Transit District will operate is commensurate with the level of tax and financial support to be derived from each such city and county.

THAT, the Sacramento Regional Transit District's FY 2020 Operating Budget of \$193.0 million and Capital Budget of \$722.3 million as set forth in attached Exhibit A, are hereby approved.

THAT, the following voting distribution for FY 2020 as tabulated in the "Schedule of Weighted Voting Distribution" in the attached Exhibit A, is hereby approved.

Jurisdiction	Votes
County of Sacramento	37
City of Sacramento	32
City of Rancho Cordova	9
City of Citrus Heights	10
City of Elk Grove	3
City of Folsom	9
Total	100

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary



# Sacramento Regional Transit District

Abridged Budget  
Fiscal Year 2019-2020

June 10, 2019



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Board of Directors

**Patrick Kennedy, Chair**  
County of Sacramento

**Steve Hansen, Vice Chair**  
City of Sacramento

**Linda Budge**  
City of Rancho Cordova

**Jeff Harris**  
City of Sacramento

**Kerri Howell**  
City of Folsom

**Pat Hume**  
City of Elk Grove

**Rick Jennings II**  
City of Sacramento

**Steve Miller**  
City of Citrus Heights

**Don Nottoli**  
County of Sacramento

**Jay Schenirer**  
City of Sacramento

**Phil Serna**  
County of Sacramento

Board of Directors Alternate

**Steven Detrick**  
City of Elk Grove

**Mike Kozlowski**  
City of Folsom

**David Sander**  
City of Rancho Cordova

**Jeff Slowey**  
City of Citrus Heights

## Executive Management Team

Henry Li  
General Manager/CEO

Brent Bernegger  
VP, Finance and Procurement/CFO

Douglas Cook  
VP, Operations

Laura Ham  
VP, Planning and Engineering

Justin Risley  
VP, Security and Safety (Acting)

Shelly Valenton  
VP, Integrated Services and Strategic Initiatives

## Office of Management & Budget Team

David Goldman  
Director, Office Management & Budget

Maureen Ring  
Grants Manager

Nadia Mokhov  
Senior Financial Analyst

Carol Cherry  
Senior Grants Analyst

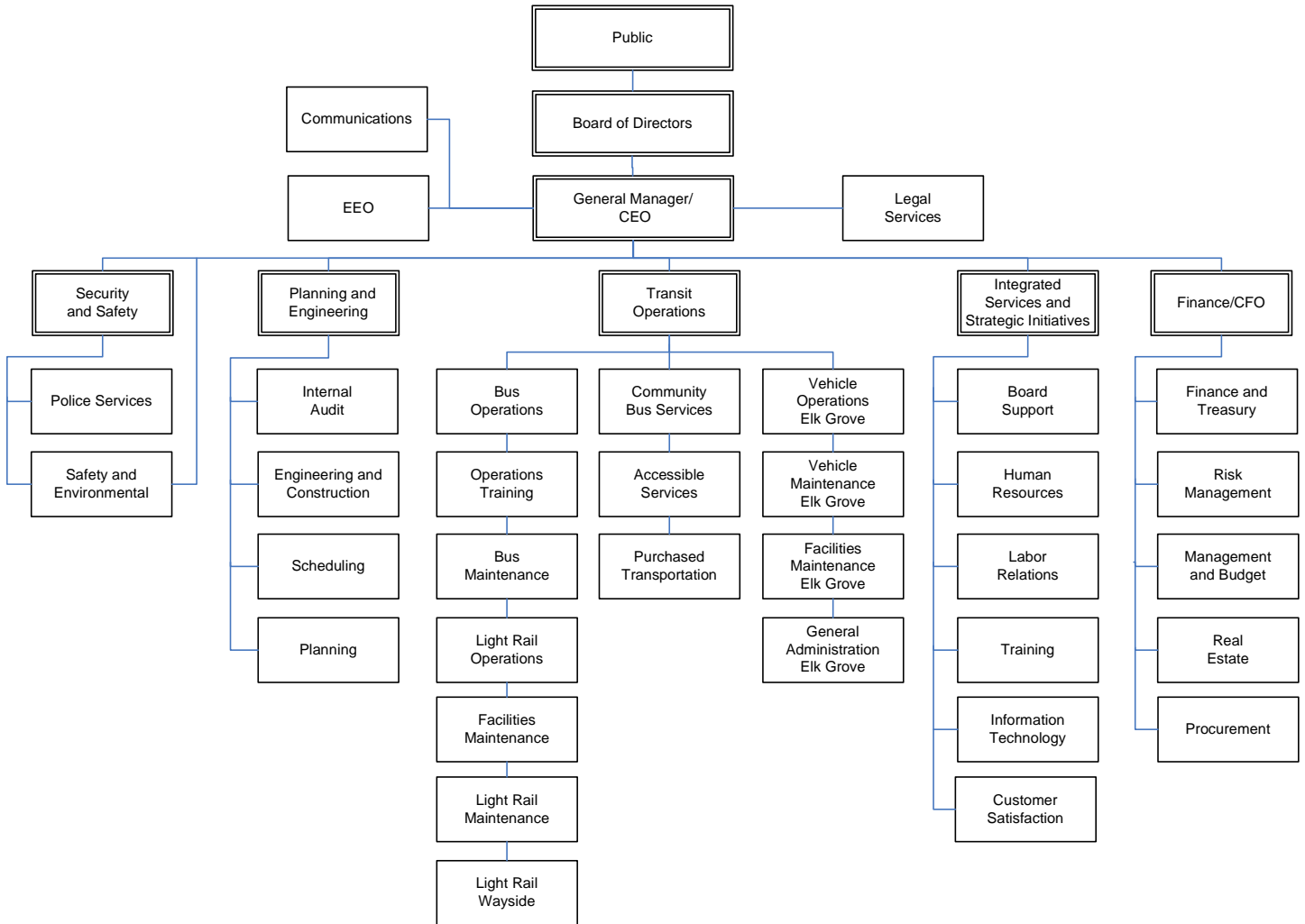
Judy Wong  
Senior Financial Analyst

Joe Paglieroni  
Senior Grants Analyst

Kristen Mazur  
Senior Grants Analyst

# Organizational Structure

(Cost Center Based)



## District Overview District Profile

**Facts**

<p style="text-align: center;"><b>Sacramento Regional Transit District (SacRT)</b></p>	<p>Constructs, operates, and maintains a comprehensive mass transportation system that serves 367 square miles in Sacramento County</p>
--	---

Bus Service	
Power	Compressed Natural Gas, Diesel, Gasoline
Routes	70
Schedule	4:41 am to 11:38 pm daily
Stops	3,100+
Vehicles	192 - 40' CNG Buses 34 - Shuttle Vans
Annual Ridership	10,500,000

Light Rail Service	
Power	Electrical
Miles	44.9
Schedule	3:49 am to 12:59 am daily
Stops	52
Vehicles	97
Annual Ridership	10,400,000

Paratransit	
ADA Passenger Trips Provided	282,909
ADA Vehicle Revenue Miles	3,427,446
Vehicles	101

Passenger Amenities/ Customer Service	
Transfer Centers	32
Park & Ride	22
Annual Customer Service Calls	118,961
Customer Info Line	(916) 321-2877
Website	<a href="http://www.sacrt.com">www.sacrt.com</a>

History	
Apr 1, 1973	Began operations by acquiring the assets of Sacramento Transit Authority
1973	Completed new maintenance facility and purchased 103 new buses
1987	Opened the 18.3-mile light rail system, linking the northeastern Interstate 80 and southeastern Highway 50 corridors with Downtown Sacramento
Sep 1998	Completed the first light rail extension to Mather Field/Mills Station along the Gold Line corridor
Sep 2003	Opened the South Line, extending light rail to South Sacramento
Jun 2004	Extended light rail from Mather Field/Mills to Sunrise Boulevard
Oct 2005	Extended light rail from Sunrise Boulevard to Folsom, including four new stations
Dec 2006	Extended light rail from downtown Sacramento to Sacramento Amtrak station
Jun 2012	Opened the Green Line, connecting downtown Sacramento to the River District
September 2015	Extended light rail from Meadowview to Cosumnes River College
February 2018	Started Microtransit/SmarRT Ride services
January 2019	Annexed Citrus Heights and Folsom services
July 2019	Will provide Elk Grove services under contract

## Strategic Plan

Adopted by the Board of Directors in January 2015, SacRT's Strategic Plan reaffirms SacRT's commitment to improve access in the Sacramento region by providing fiscally responsible transit service.

The Strategic Plan outlines the way SacRT will navigate challenges and explore opportunities as it seeks to connect people to resources with consideration and support of regional goals.

SacRT's Strategic Plan requires SacRT to shape activities to support identified Values and Goals, responsibly manage all agency actions and commitment of resources, and measure performance.

SacRT acts as the Region's focal point for transit research and development, strategic planning and system assessment, and transit education and safety training. SacRT's programs involve multiple modes of transportation.

This plan is SacRT's commitment to the people of the Sacramento Region. SacRT will accomplish this through regional leadership and by providing quality service in a respectful and sustainable manner. SacRT will continue to focus on customer service and provide safe, clean, and reliable transportation service. To prepare for future needs in the 21st Century, SacRT will build and continuously develop a highly skilled transportation workforce. SacRT will continue to challenge itself to meet the growing transportation needs of the Sacramento Region.

The SacRT Strategic Plan's Mission, Vision, Values, and Goals are listed on the following page. The plan is best seen as an evolving process, not a rigid or fixed document. This plan will change as the needs of the Region change and will reflect the transportation requirements of the Region.



## Strategic Plan (continued)

### Mission Statement

The purpose of the Sacramento Regional Transit District is to promote and improve access in the Sacramento region by providing safe, reliable, and fiscally responsible transit service that links people to resources and opportunities.

### Vision Statement

The Sacramento Regional Transit District strives to connect people to resources and opportunities while stimulating livable communities and supporting economic development by providing an efficient and fiscally sustainable transit system that attracts and serves riders by offering an appealing transportation choice.

### Values

- Quality Service & Innovation: SacRT is committed to providing safe, reliable, and cost efficient public transit services, and initiating innovative technologies to improve service effectiveness.
- Customer Service: SacRT places customers first by providing quality transit services and amenities with convenient and easily understood access at an affordable price.
- Respect & Professionalism: SacRT is committed to treating its customers and employees with dignity and respect, recognizing the importance and value of each individual.
- Fiscal Responsibility: SacRT is committed to the pursuit of efficient use of resources and of secure and stable funding sources.
- Integrity & Accountability: SacRT acknowledges its responsibility for actions and performance with an uncompromising commitment to truth, honesty and high ethical standards. SacRT is committed to compliance with regulatory requirements and industry standards and efforts to improve upon existing practices.
- Quality, Diverse & Positive Work Force: SacRT is committed to increasing employee effectiveness and satisfaction through effective communication, teamwork, appropriate resource availability, appreciation of varied abilities, and professional development opportunities.
- Regional Leadership & Coordination: SacRT is committed to work with area stakeholders to create a “world class” transit system that supports livable communities and related efforts.
- Health and Safety: SacRT is committed to achieve an optimal level of safety for our employees, customers and the general public by minimizing risk of injury and property loss and promoting a sound safety culture throughout the organization.
- Sustainability: SacRT is committed to environmentally sensitive services and practices.

### Goals

#### Fundamental Goals

- Ensure Financial Stability
- Meet or Exceed Expectations for Safe & Quality Service in a Cost-Effective Manner
- Operate in an Ethical Manner
- Invest in the Attraction, Development & Retention of a Quality Workforce

Strategic Plan (continued)

Growth Goals

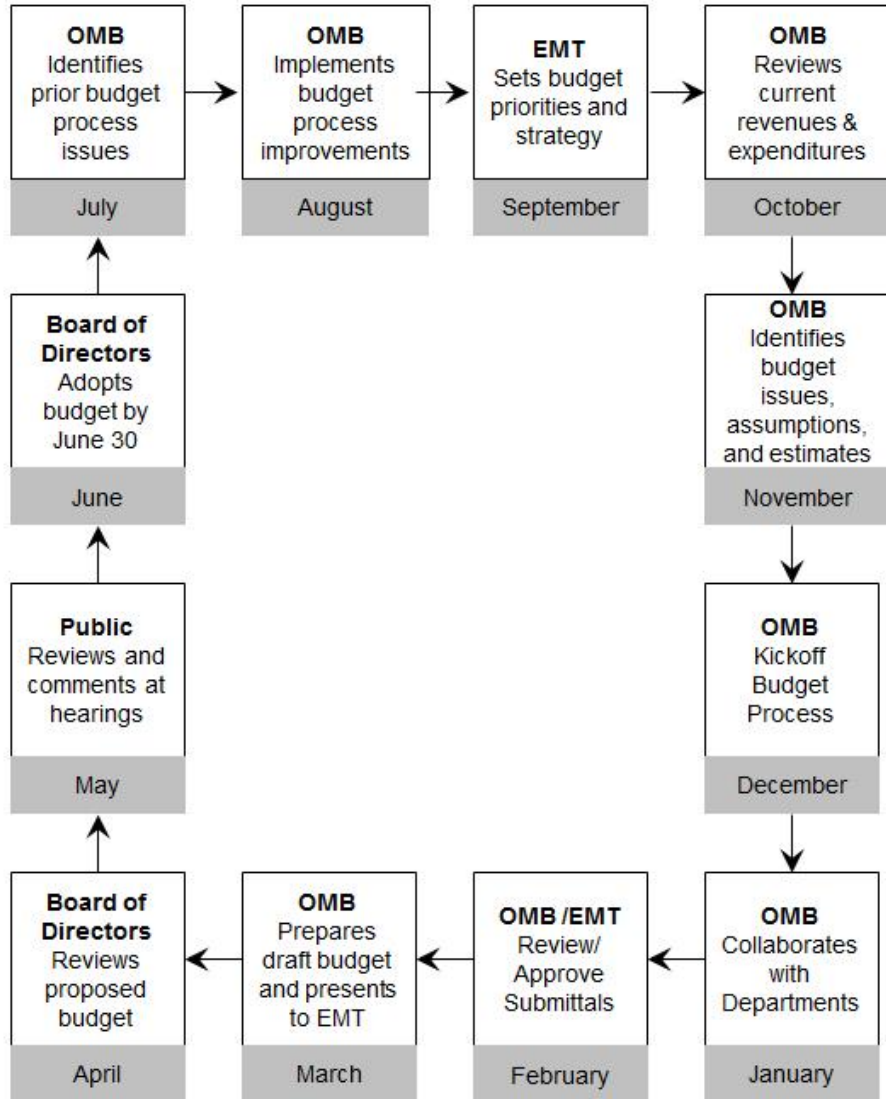
- Improve Access Within and Between Communities in the Sacramento Region in a Cost-Effective Manner
- Increase Transit Market Share in the Sacramento Region
- Adjust to Legislative & Regulatory Changes and to Stakeholder & Community Initiatives, and Support Complementary Efforts





### Budget Process

SacRT uses the annual budget to help measure and account for taxpayer dollars. The budget, as adopted by the Board of Directors, authorizes SacRT to spend funds. It details how SacRT allocates tax resources to expenditures, and serves as a benchmark for evaluating accomplishments and assessing fiscal responsibility.



### Voting System

SacRT is governed by an eleven-member Board of Directors. Six entities (5 cities and 1 county) make appointments to SacRT’s Board. Eight directors are appointed by “member entities” and represent jurisdictions annexed into SacRT’s district. Three directors are appointed by “participating entities” and represent jurisdictions that contract with SacRT to receive transit service.

In January 2006, the SacRT Board directed staff to pursue legislation to change the voting system from a one-member-one-vote system to one that provides for weighted voting based upon the financial contribution made by each entity to SacRT. Assembly Bill 2137 established the new weighted voting system.

The system creates 100 voting shares. SacRT allocates the shares to jurisdictions and their members as follows:

- Five shares to each annexed jurisdiction
- Remaining shares to all jurisdictions based on financial contribution of Transit Development Act funds, funds through contracts, other local funds, and federal funds

On March 12, 2007, the SacRT Board of Directors adopted the new Schedule of Weighted Voting Distribution for the remainder of FY 2007. For all subsequent years, the Schedule is to be included in the Proposed budget document and distributed to voting entities at least 60 days in advance of budget adoption. A summary of the tabulated vote shares effective for FY 2019 and for the FY 2020 Proposed Abridged Budget is shown in the table below. A detailed FY 2020 Schedule of Weighted Voting is shown on the next page.

#### Vote Shares By Jurisdiction

<b>Jurisdiction</b>	<b>Status</b>	<b>Shares - FY 2019 With Annexations</b>	<b>Shares – FY 2020 Budget</b>
County of Sacramento	Annex	37	37
City of Sacramento	Annex	32	32
City of Rancho Cordova	Annex	9	9
City of Citrus Heights	Contract	10	10
City of Elk Grove	Contract	3	3
City of Folsom	Contract	9	9
<b>Total</b>		<b>100</b>	<b>100</b>

### Voting System (continued)

#### Fiscal Year 2020 Schedule of Weighted Voting Distribution

Base Values\*

##### Federal Financial Information

Code Section:	<u>FY 19 Federal Funds Available in the Sacramento MSA<sup>1</sup></u>	40,039,523	1. Federal Funds are draft only and subject to change based on SACOG's approval of the apportionments prior to final budget adoption.				
102205(b)(6)							
102205(b)(7)	<u>Allocation of Federal Funds to jurisdictions other than RT</u>	4,633,763					
102205(b)(8)	<u>FY 19 Federal Funds Available for use in RT Service Area:</u>	35,405,760					

##### Jurisdiction Specific Values

	City of Sacramento	County of Sacramento	Rancho Cordova	Citrus Heights	Folsom	Elk Grove	Totals:	
102205(b)(10) <u>Population:**</u>	501,344	588,798	74,210	87,731	78,447	172,116	1,502,646	
<u>Proportionate Population:</u>	33.36%	39.18%	4.94%	5.84%	5.22%	11.45%	100%	
<u>Member:</u>	Yes	Yes	Yes	Yes	Yes	No		
102100.2, 102100.3	4	3	1	1	1	1	11	
102105.1(d)(2)(D)	<u>Federal Funds Attributed to Entity (Total Federal Funding x Share of Population):</u>	11,811,362	13,871,977	1,749,045	2,067,696	1,848,181	4,053,960	35,402,221
102105.1(d)(2)(A), 102205(b)(3)	<u>FY 20 State TDA Funds Made Available to RT:</u>	25,453,320	28,309,025	3,767,654	4,454,117	4,033,498	0	66,017,614
102105.1(d)(2)(B), 102205(b)(4)	<u>FY 20 Funds Provided Under Contract:</u>	350,000	-	450,000	0	0	350,000	1,150,000
102105.1(d)(2)(C), 102205(b)(5)	<u>FY 20 Other Local Funds</u>	0	0	0	0	0	0	0
102105.1(d)(2)	<u>Total Financial Contribution:</u>	37,614,682	42,181,002	5,966,699	6,521,813	5,881,679	4,403,960	102,569,835
102105.1(d)(2)	<u>Proportionate Financial Contribution:</u>	36.67%	41.12%	5.82%	6.36%	5.73%	4.29%	100%

##### Voting Calculation

	City of Sacramento	County of Sacramento	Rancho Cordova	Citrus Heights	Folsom	Elk Grove	Totals:	
102105.1(d)(1)	<u>Incentive Shares (5 for member jurisdictions)</u>	5	5	5	5	5	0	25
102105.1(d)(2)	<u>Financial Contribution Shares (Proportionate Financial Share x Remainder of 100 shares):</u>	27.5025	30.8400	4.3650	4.7700	4.2975	3.2175	75
102105.1(d)(3)	<u>Total Shares:</u>	32.5025	35.8400	9.3650	9.7700	9.2975	3.2175	100
102105.1(d)(4)(i)	<u>Shares After Rounding:</u>	32	36	9	10	9	3	99
102105.1(d)(4)(i), 102105.1(d)(4)(ii)	<u>Share Adjustment (To Ensure 100 Shares):</u>	32	37	9	10	9	3	100
102105.1(d)(7)	<u>Distribution of Shares Among Members (Assuming All Members Present to Vote):***</u>							
Member 1	8	13	9	10	9	3		
Member 2	8	12	N/A	N/A	N/A	N/A		
Member 3	8	12	N/A	N/A	N/A	N/A		
Member 4	8	N/A	N/A	N/A	N/A	N/A		
Member 5	N/A	N/A	N/A	N/A	N/A	N/A		
	<u>Total Votes:</u>	32	37	9	10	9	3	100

\* In addition to the funding identified above, RT projects the following funds for operating purposes: \$48,413,127 - Measure A

\*\* Population as measured by the population statistics used by SACOG to allocate TDA funds for the same fiscal year for which the budget is adopted.

\*\*\* If, in any vote allocation, any member would have more than 15 votes, that jurisdiction will be given an additional seat and the votes will be reallocated to the larger number of members.

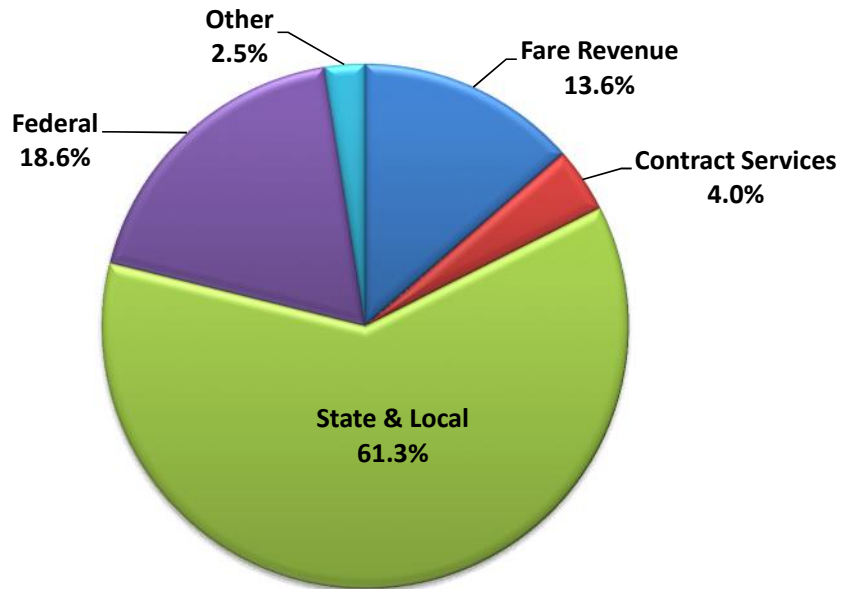
## SacRT Major Goals and Objectives in FY 2020

- **Strategic Planning & System Development**  
Envision a more expansive, convenient and frequent public transit network. Identify service enhancements, infrastructure, capital improvements project that will attract more riders to the SacRT system.
- **Financial Stability, Accountability, & Business Process Optimization**  
SacRT is dedicated to strengthening our financial footing by tapping innovative revenue sources and conducting relentless organizational optimization to fund our current level of service, state of good repair initiatives, maintenance and capital investments, and build reserves. Moving forward, SacRT will continue to identify and implement cost-cutting measures to maximize efficiencies and minimize duplication, consistent with operating like a true business. SacRT will continue to seek operating revenues through more local, state and federal funding, as well as pursue capital grant opportunities.
- **Strategic Vision, Innovations, & Best Practices**  
Develop and implement industry best practices by re-imagining a more innovative service network and leveraging new technologies to improve the customer experience by making it easier to ride transit, receive information, and pay fare.
- **System Security**  
Prioritize security efforts by implementing industry best practices and response to customer concerns over safety and security.
- **Operational and Occupational Safety**  
Focus on employee and customer safety through better training, data collection, use of technology, and public education. SacRT will maintain strong relationships with regulatory agencies and seek guidance whenever necessary.
- **Strategic Communications and Partnerships**  
Ensuring that SacRT customers can intuitively navigate the bus and light rail system is critical to attracting new customers and building ridership. To ensure this, SacRT will continue to promote programs and incentive options that will encourage more people to try transit, and educate the public about the benefits of transit and how local funding is important to create a "world class" public transit system.
- **Organizational Excellence and Performance Management**  
Make positive transformations that include building a strong workforce, negotiating fair and equitable labor and non-labor agreements, implementing cost-saving alternatives and progressing efforts to make a significant change in organizational culture.

## Operating Budget Summary

### Revenues

#### FY 2020 Operating Revenue by Funding Source



(Dollars in Thousands)

	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2020 Budget	FY 2020 to FY 2019	
					\$ Change	% Change
Fare Revenue	\$ 30,487	\$ 27,276	\$ 25,946	\$ 26,198	\$ 251	1.0%
Contract Services	6,260	6,420	3,830	7,686	3,856	100.7%
State & Local	86,911	93,339	104,105	118,375	14,270	13.7%
Federal	34,467	37,060	36,085	35,945	(140)	-0.4%
Other	4,357	5,006	5,778	4,835	(943)	-16.3%
<b>Total</b>	<b>\$ 162,482</b>	<b>\$ 169,101</b>	<b>\$ 175,744</b>	<b>\$ 193,039</b>	<b>\$ 17,294</b>	<b>9.8%</b>
Operating Surplus/(Deficit)	2,159	9,172				
<b>Operating Revenue</b>	<b>\$ 160,323</b>	<b>\$ 159,929</b>	<b>\$ 175,744</b>	<b>\$ 193,039</b>	<b>\$ 17,294</b>	<b>9.8%</b>
<i>Working Capital</i>	-	4,000				
<i>Operating Reserve Change</i>	2,159	5,172				

## Revenues (continued)

## Fare Revenue

This category includes the revenues from carrying passengers. This is money paid by the transit riders to use transit services, but also includes special transit fares from Los Rios Community College District (Los Rios) and California State University, Sacramento (CSUS) Student pass programs.

The FY 2020 Proposed Budget proposes \$26.2 million in Fare Revenue, an increase of \$0.3 million (1.0%) from the FY 2019 Amended Budget of \$25.9 million.

- Fare Revenue is anticipated to increase slightly due to implementation of additional SmarT ride service and full year of operating Folsom service.

## Contracted Services

This category includes contracts with the Cities of Citrus Heights, Elk Grove, Folsom, Rancho Cordova, as well as North Natomas shuttle services. These cities and service areas purchase SacRT transit services.

The FY 2020 Proposed Budget proposes \$7.7 million in Contracted Services revenue, an increase of \$3.9 million (100.7%) from the FY 2019 Amended Budget of \$3.8 million.

- This reflects an increase of \$6.4 million in Elk Grove contracted services due a new contract for e-Tran services.
- This also reflects a decrease of \$0.7 million and \$2.0 million in Folsom and Citrus Heights contracted services respectively due to annexation agreements with Cities of Folsom and Citrus Heights effective January 1, 2019.
- This reflects an increase of \$0.2 million in North Natomas contract due to service level for the second year of the contract.

## State &amp; Local

This category includes formula-based allocations to SacRT from state and local government sales taxes. SacRT receives funding from the California Transportation Development Act Local Transportation Fund (TDA-LTF), the Transportation Development Act State Transit Assistance Program (TDA-STA), Sacramento County Measure A and State Cap and Trade Program revenue.

The FY 2020 Proposed Budget proposes \$118.4 million in state and local funding revenue, an increase of \$14.3 million (13.7%) from the FY 2019 Amended Budget of \$104.1 million.

- This reflects a \$1.6 million or 3.7% increase in sales tax estimates for Measure A over the FY 2019 Amended Budget.
- This also reflects a \$1.3 million increase in Neighborhood Shuttle Measure A for SmarT Ride service.
- This includes a \$4.1 million or 7.6% increase in TDA revenue (LTF and STA) allocated to SacRT not including Cities of Folsom and Citrus Heights.
- This budget includes \$4.5 million of TDA revenue for City of Citrus Heights and \$4.0 million for City of Folsom.

## Revenues (continued)

- This also includes a \$1.3 million increase in the Low Carbon Transit Operations Program (LCTOP) revenue, which is a State Cap and Trade program established in 2014 that provides funds to public transportation agencies throughout California for operations that reduce greenhouse gas emissions.
- This includes a reduction of \$3.4 million in TDA-STA for Revenue Bond payment.

## Federal

This category includes formula-based allocations to SacRT from the federal government. Each year Congress authorizes the appropriation, and the FTA allocates the dollars to the region. SacRT can use the funds for operating, planning, and capital, subject to specific regulations.

The FY 2020 Proposed Budget proposes \$35.94 million in federal funding, a reduction of \$0.14 million (0.4%) from the FY 2019 Amended Budget of \$36.08 million.

- This includes \$1.1 million in Job Access/Reverse Commute funding, which is the similar level of funding as in FY 2019.
- Section 5307 Urbanized Area federal funding is projected to increase \$0.8 million (4.1%) compared to last year.
- Section 5337 State of Good Repair funding is projected to decrease \$0.5 million (3.8 %) compared to last year.
- This budget reflects elimination of Sacramento Energy Clean Air (SECAT) funding due to the expenditure of funds in FY 2019.

## Other

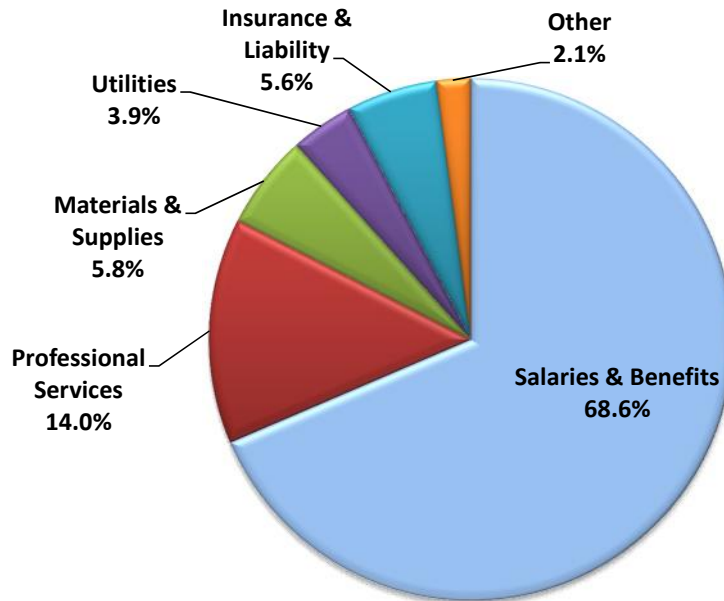
This category includes investment income, commercial real estate leases, advertising income, bus book sales, fare evasion fines, promotional item sales, photo identification activities, and parking revenue.

The FY 2020 Proposed Budget includes \$4.84 million in other revenue, which is a reduction of \$0.94 million (16.3%) from the FY 2019 Amended Budget of \$5.78 million.

- This includes \$0.6 million in ECOS settlement revenue for Folsom late night service.
- This includes \$1.7 million for the sale of Low Carbon Credits through the State Cap and Trade program, which is the same as FY 2019 Amended Budget.
- This includes elimination of Park N Ride revenue.
- This includes a reduction of \$0.8 million in Miscellaneous Income due to one-time revenue received in FY 2019 and eliminating those revenue sources in FY 2020.

Expenses

FY 2020 Operating Expenses by Expense Category



(Dollars in Thousands)

	FY 2017 Actual	FY 2018 Actual	FY 2019 Budget	FY 2020 Budget	FY 2020 to FY 2019	
					\$ Change	% Change
Salaries & Benefits	\$ 106,940	\$ 109,150	\$ 117,905	\$ 132,333	\$ 14,429	12.2%
Professional Services	26,423	22,331	24,327	27,009	2,682	11.0%
Materials & Supplies	8,932	9,309	10,390	11,252	862	8.3%
Utilities	6,619	6,995	7,029	7,505	476	6.8%
Insurance & Liability	9,317	9,300	9,231	10,840	1,609	17.4%
Other	2,092	2,845	6,862	4,100	(2,762)	-40.3%
<b>Operating Expenses</b>	<b>\$ 160,323</b>	<b>\$ 159,930</b>	<b>\$ 175,744</b>	<b>\$ 193,039</b>	<b>\$ 17,296</b>	<b>9.8%</b>



## Expenses (continued)

## Salaries &amp; Benefits

This category includes payroll and benefits for all positions authorized by the Board of Directors. It accounts for wages, overtime, pension, dental, medical, FICA, vision, and all other SacRT-paid employee benefits.

The FY 2020 Proposed Budget proposes \$132.3 million for salaries and benefits, an increase of \$14.4 million (12.2%) from the FY 2019 Amended Budget of \$117.9 million.

- The Fiscal Year 2020 Proposed Budget includes 1,257 funded positions, which is an increase of 67 funded positions from the Fiscal Year 2019 Amended Budget of 1,190 funded positions. See Positions section on page 21 for details.
- Straight time pay, overtime and personal service contract costs increased by \$7.7 million (11.4%) from the FY 2019 Amended Budget of \$67.4 million. This reflects various District position salary adjustments and the cost of additional positions for SacRT new services such as Elk Grove, Folsom, SacForward and expansion of SmaRT ride services.
- Fringe Benefit costs increased by \$5.3 million (9.8%) from the FY 2019 Amended Budget of \$54.1 million. This reflects an increase of \$0.6 million in FICA costs, \$1.4 million in pension costs, \$1.8 million in medical, dental, life and vision costs, and \$1.0 million in vacation and sick leave accrual, etc.
- Capital recovery and indirect savings have resulted in a reduction of \$1.5 million (41.0%) compared to the FY 2019 Amended Budget. This represents labor charged to capital projects and other initiatives such as the Connect Card Consortium which results in a reduction in costs.

## Professional Services

This category includes purchased transportation (ADA paratransit) to comply with the Americans with Disabilities Act (ADA), transit security, equipment maintenance, facilities maintenance, legal services, and services provided by outside consultants.

The FY 2020 Proposed Budget proposes \$27.0 million for Professional Services, an increase of \$2.7 million (11.0%) from the FY 2019 Amended Budget of \$24.3 million.

- This reflects a \$0.4 million reduction for ADA Paratransit cost due to projected reduction in a number of trips.
- This includes a \$1.5 million increase in security services cost due to changes in the Transit Ambassador's program, as well as contractual wage increases for contracted police.
- This includes a \$0.9 million increase for Media Advertising for public outreach events to promote new services.
- This includes additional cost for SacForward, SmaRT Ride, Folsom and Elk Grove services.
- This reflects the FY 2020 portion of multi-year contracts for professional services.

## Materials &amp; Supplies

This category includes fuel, bus and light rail parts, small maintenance tools and equipment, cleaning supplies, printing materials, and general office supplies.

The FY 2020 Proposed Budget proposes \$11.3 million for materials and supplies, an increase of \$0.9 million (8.3%) from the FY 2019 Amended Budget of \$10.4 million.

## Expenses (continued)

- This reflects an increase in CNG cost of \$0.5 million.
- This includes a \$0.2 million increase in bus parts due to new services.

## Utilities

This category includes electricity, water, gas, refuse, and telephone for bus, light rail, and administrative facilities.

The FY 2020 Proposed Budget proposes \$7.5 million for Utilities, an increase of \$0.5 million (6.8%) from the FY 2019 Amended Budget of \$7.0 million.

- This includes increases in costs for natural gas, water, electricity, garbage, and LRV traction power.
- It also includes an increase of \$0.3 million in traction power due to annualized impact of Folsom late night service and light rail 15-minute weekend service.

## Insurance &amp; Liability

This category includes premiums, claims, and attorney fees related to personal liability insurance, property damage insurance, workers' compensation claims, and commercial insurance for amounts in excess of self-insured amounts.

The FY 2020 Proposed Budget proposes \$10.8 million for Insurance & Liability, an increase of approximately \$1.6 million (17.4%) from the FY 2019 Amended Budget of \$9.2 million.

- This reflects an increase of \$0.4 million in the projected claims reserves for Property and Liability for FY 2020 related to new service.
- This also reflects a decrease of \$0.1 million in the projected claims reserves for Workers' Compensation for FY 2020.
- The budget includes a reduction in self-insured retention from \$3 million to \$2 million and increase in Excess Liability by additional \$0.6 million as a result of this change.
- This also reflects the FY 2020 insurance premium costs.

## Other

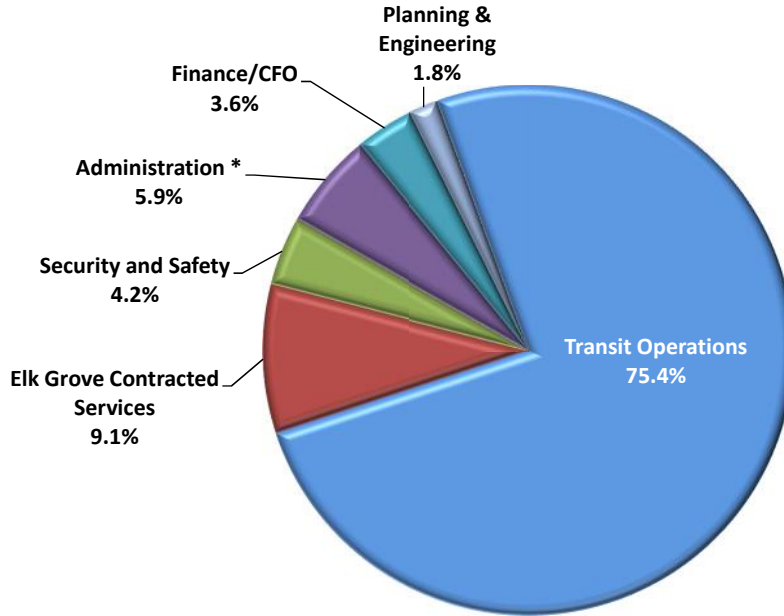
This category includes but is not limited to travel and training, seminars, dues and subscriptions, awards and ceremonies, building leases, equipment leases, taxes, freight, advertising, legal notices, and banking fees.

The FY 2020 Proposed Budget proposes \$4.1 million for other expenditures, a decrease of \$2.8 million (-40.3%) from the FY 2019 Amended Budget of \$6.9 million.

- This includes \$0.85 million in Connect Card fees, which is SacRT's portion of running the Connect Card Regional Service Center. This is a \$0.1 million increase in cost compared to FY 2019 Amended Budget. It should be noted that most of these costs are recovered via cost recovery in the salary and benefits section.
- This reflects an increase of \$0.1 million in events and sponsorships.
- This also reflects a reduction of \$3.5 million for the Budget Stabilization account and an increase of \$0.3 million in Contingency.

Positions

The Fiscal Year 2020 Proposed Budget includes total of 1,257 full time and part time positions, which is an increase of 67 positions from the Fiscal Year 2019 Amended Budget of 1,190 positions .



\* Administration includes Office of the General Manager, Office of the Chief Counsel, Administration and Communications & Partnerships

Division	FY 2017 Funded	FY 2018 Funded	FY 2019 Funded	FY 2020 Funded	FY 2020 to FY 2019
General Manager/CEO	6	7	26	19	-7
Office of the Chief Counsel	16	11	0	0	0
Planning & Engineering	4	20	28	22	-6
Transit Services	779	792	856	949	93
Integrated Services & Strategic Initiatives	73	25	0	55	55
Engineering & Facilities	57	46	48	0	-48
Finance/CFO	0	39	48	45	-3
Communications & Partnerships	33	28	30	0	-30
Security and Safety	37	70	73	53	-20
Elk Grove Contracted Services	0	0	81	114	33
<b>Total</b>	<b>1,005</b>	<b>1,038</b>	<b>1,190</b>	<b>1,257</b>	<b>67</b>

## Positions (continued)

In May 2019, SacRT made some significant changes to the organizational structure, which will streamline decision making and expedite many of our processes. The changes proposed are significant and comprehensive, impacting many divisions and are intended to align and stabilize the organization for the coming years.

From FY 2019 to FY 2020, SacRT had a net increase of 91 funded positions. The changes reflected in the FY 2020 Proposed budget are as follows:

General Manager/CEO Division had a net decrease of 7 funded positions. The position change is as follows:

- Deactivated 1 Deputy General Manager/COO.
- Transferred 2 in EEO from Planning and Engineering Division.
- Transferred 6 in Legal from Planning and Engineering Division.
- Transferred 7 in Marketing from Communications & Partnerships Division.
- Transferred 3 in Labor Relations to Integrated Services and Strategic Initiatives Division.
- Transferred 3 in Safety to Security and Safety Division.
- Transferred 15 in IT to Integrated Services and Strategic Initiatives Division.

Planning and Engineering Division formally called Planning and Accountability Division had a net decrease of 6 funded positions. The position change is as follows:

- Transferred 2 in EEO to GM/CEO Division.
- Transferred 1 in Board Support to Integrated Services and Strategic Initiatives Division.
- Transferred 1 Senior Administrative Assistant from Engineering and Facilities Division.
- Transferred 1 DBE Liaison Officer from Communications and Partnerships Division.
- Transferred 7 from Engineering and Facilities Division to Project Development and Construction, which is combined from System Engineering, Civil and Track, Construction Management and Project Management.
- Transferred 5 in Scheduling from Transit Services Division.
- Transferred 6 in Legal to GM/CEO Division.
- Transferred 6 in Procurement to Finance/CFO Division.
- Transferred 6 in Accessible Services to Transit Services Division.
- Added 1 AVP, Planning, Scheduling and Assessment.

Operations Division had a net increase of 93 funded positions. The position changes are as follows:

- Deactivated 1 Director, Operations Projects.
- Added 20 Bus Operators: 15 Sac Forward initiatives and 5 for Route 51x and new school trippers.
- Funded 37 positions: 1 Bus Service Worker, 1 Maintenance Supervisor – Bus, 2 Transportation Supervisors, 1 Facilities and Grounds Worker I, 1 Facilities Service Worker, 2 Storekeeper, 3 Lineworker Technician, 1 Community Bus Service Operator – Folsom, 24 Community Bus Service Operator – SmartRT Ride and 1 Director, Community and Contract Bus Services.
- Transferred 36 in Facilities Maintenance from Engineering and Facilities Division.
- Transferred 5 in Scheduling to Planning and Engineering Division.
- Transferred 6 in Accessible Service from Planning and Engineering Division.

Integrated Services and Strategic Initiatives Division was created during the reorganization. It had a net increase of 55 positions. The position changes are as follows:

- Transferred 1 in Board Support from Planning and Engineering Division.
- Transferred 1 Director, Labor Relations from GM/CEO and reclassified to AVP, Employee and Labor Relations.
- Transferred 2 in Labor Relations from GM/CEO Division.

- Transferred 1 Chief of Staff from GM/CEO Division and reclassified to VP, Integrated Services and Strategic Initiative.
- Transferred 12 in Human Resources from Finance/CFO Division.
- Transferred 15 in IT from GM/CEO Division.
- Transferred 21 in Customer Advocacy and Customer Services and combined into Customer Satisfaction from Communications and Partnerships Division.
- Added 2 positions: 1 Administrative Assistant I in HR and 1 IT Business Systems Analyst in IT.

Engineering and Facilities Division was eliminated during the reorganization. It had a net decrease of 48 positions. The position changes are as follows:

- Transferred 36 in Facilities to Operations Division.
- Transferred 8 to Planning and Engineering Division.
- Deactivated 4 positions: 1 VP, Engineering and Facilities, 1 Assistant Resident Engineer, 1 Director, Construction Management and 1 Director, Project Management.

Finance/Chief Financial Officer (CFO) Division had a net decrease of 3 funded position. The position changes are as follows:

- Transferred 12 in Human Resources to Integrated Services and Strategic Initiatives Division.
- Transferred 6 in Procurement from Planning and Engineering Division.
- Funded 3 positions: 1 Manager, Capital and Project Control, 1 Capital and Project Control Budget Analyst and 1 Senior Manager Procurement Services.

Communications and Partnerships Division was eliminated during the reorganization. It had a net decrease of 30 position. The position changes are as follows:

- Transferred 3 positions: 1 DBE Liaison Officer to Planning and Engineering Division, 1 Senior Community and Government Affairs Officer and 1 Chief Communication Officer (CCO) formally called VP, Communications and Partnerships to GM/CEO Division.
- Transferred 21 positions in Customer Advocacy and Customer Services and combined into Customer Satisfaction to Integrated Services and Strategic Initiatives Division.
- Transferred 6 in Marketing to GM/CEO Division.

Security and Safety Division formally called Security Operations and Police Services Division had a net reduction of 20 funded positions:

- Added 1 VP, Security and Safety.
- Transferred 3 in Safety from GM/CEO Division.
- Transferred 26 Transit Agents to Security Guard contract.
- Added 2 Manager, Police Services.

Elk Grove Contracted Services had a net increase of 33 positions: Effective July 1, 2019, SacRT will provide services for City of Elk Grove e-Tran services. SacRT created four departments: Vehicle Operations, Vehicle Maintenance, Facilities Maintenance, and General Administrations in line with NTD reporting for better cost tracking purposes. The positions changes are as follows:

- Funded 35 positions: 16 Bus Operators, 5 Mechanic A, 2 Mechanic B, 1 Mechanic C, 9 Utility Workers, 1 Dispatcher, and 1 Transportation Supervisor.
- Reduced 2 positions: 1 Part-time Bus Operator and 1 Reservationist.

## Capital Improvement Plan

### Project Overview

The following tables and chart represent the Capital Budget as it pertains to the FY 2020 Budget for the projects listed. The full five-year Capital Improvement Program (CIP) will be adopted by a separate Board action and will cover capital funding priorities between fiscal years 2020 through 2024, and beyond to 2050.

The amounts contained in the FY 2020 Proposed Budget only pertain to items where anticipated funding sources have been identified and are programmed for FY 2020, or where SacRT has applied for, or intends to apply for, competitive grant funds for the project, and grant funds will be available in FY 2020 if awarded.

The FY 2020 Capital Budget includes projects focused on the following priority programs:

#### Facilities Program

- F020 HVAC Replacements - Admin & Maintenance Buildings
- F021 Facilities Maintenance & Improvements

#### Fleet Program

- B100 Existing Bus Fleet Replacement (2020 - 2035)
- R115 Siemens 1st Series LRV Fleet Replacement (26 LRVs)
- R125 CAF Fleet Mid-Life Component Overhaul
- R353 UTDC LRV Fleet Improvement
- R358 Gold Line Service Expansion Light Rail Vehicles

#### Infrastructure Program

- B165 Electric Bus Charging Infrastructure
- R314 Light Rail Station Low Floor Vehicle Conversion
- R354 Fare Vending Machine (FVM) Enhancements

#### Other Program

- M004 Revenue Bond, Series 2012 Payment
- M011 Cemo Circle Environmental
- Q056 FY18-FY19 Section 5307 Paratransit Inc. Mobility Management
- Q057 FY18-FY19 Section 5339 El Dorado Transit Bus Replacement
- Q058 FY19 5307/5339 El Dorado Transit Prev Maint Commuter Routes
- Q059 FY19 5307/5339 El Dorado Transit Bus Washer Retrofit

#### Planning/Studies

- M016 Zero Emission Fleet Conversion Plan
- M017 Schedule Improvement & Physical Coord Planning

#### System Expansion

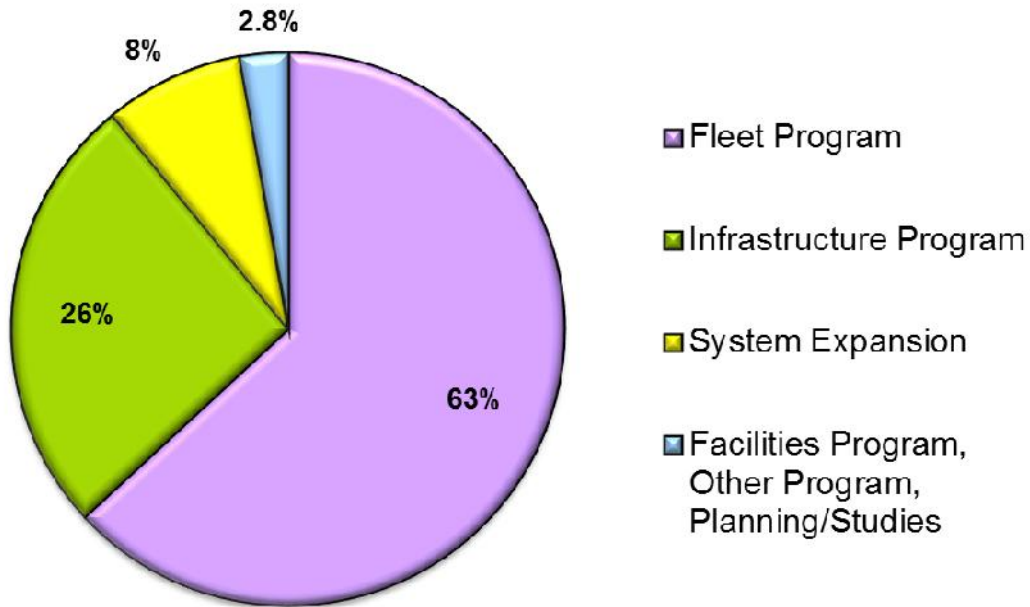
- R359 Gold Line Side Track

### Impact of Capital Improvements on the Operating Budget

Capital projects that are approved in the current year budget will impact future operating and capital budgets as follows:

1. Capital projects completed in the current year will require on-going maintenance and, in case of new services, additional and on-going operating costs.
2. Capital projects that are not completed in the current year will require additional capital funding that may require balancing with operating funding if additional capital funds are not available.
3. Capital projects that are not completed in the current year will affect future years' budgets with increased operating costs in the year of completion. Future on-going operating and maintenance costs are projected using current year baseline dollars.

Capital Improvements by Category



Program	FY20 Budget Request (\$ in Thousands)	
Facilities Program	441	0.2%
Fleet Program	146,044	63.1%
Infrastructure Program	59,966	25.9%
Other Programs	5,544	2.4%
Planning/Studies	492	0.2%
System Expansion	18,900	8.2%
<b>Grand Total</b>	<b>231,387</b>	<b>100.0%</b>



Capital Improvement Revenues and Expenditures

Program	Project Name	Previously Budgeted (Board-Approved)	Carryforward	FY20 Budget Request	Funding Additions				Board Authorized Amount
					Federal	State	Local	TBD	
<b>Equipment Program</b>									
B143	Fare Box Replacements	3,707,357	9,791	-	-	-	-	-	3,707,357
G135	Server Replacement	80,000	192	-	-	-	-	-	80,000
M009	Radio Communications System Upgrade	2,143,123	609,509	-	-	-	-	-	2,143,123
R324	Light Rail Portable Jacking System	175,000	175,000	-	-	-	-	-	175,000
R343	Whiting In-Floor Hoist Inspection and Repair	244,817	142,653	-	-	-	-	-	244,817
R344	Enhanced Employee Protection Warning System	968,404	2,622	-	-	-	-	-	968,404
R362	Light Rail Wheel Truing Machine	3,400,000	3,400,000	-	-	-	-	-	3,400,000
		<u>10,718,701</u>	<u>4,339,767</u>	-	-	-	-	-	<u>10,718,701</u>
<b>Facilities Program</b>									
715	Bus Maintenance Facility 2 (Phase 1 & 2)	25,404,772	1,574,711	-	-	-	-	-	25,404,772
B144	BMF CNG Fueling Facility Upgrades	4,285,684	3,898,384	-	-	-	-	-	4,285,684
B147	Bus Maintenance Management Software Program	414,500	395,039	-	-	-	-	-	414,500
B151	Above Ground Gas Tank	2,000,000	2,000,000	-	-	-	-	-	2,000,000
F019	Instrument House and Signal Case Wraps	261,388	81,211	-	-	-	-	-	261,388
F020	HVAC Replacements - Admin & Maint Buildings	-	-	40,625	-	40,625	-	-	40,625
F021	Facilities Maintenance & Improvements	507,379	288,224	400,000	-	-	-	400,000	907,379
F025	Bell Building Relocation/1225 R Lobby Expansion	452,673	110,130	-	-	-	-	-	452,673
F026	Engineering Building Mold Remediation	97,500	16,372	-	-	-	-	-	97,500
F028	Administrative Equipment Optimization	700,000	700,000	-	-	-	-	-	700,000
F029	1225 R Street Roof Replacement	450,000	449,138	-	-	-	-	-	450,000
F030	Admin Building Lobby Remodel	200,000	192,709	-	-	-	-	-	200,000
R350	TPSS A1 / A055 RC Relocation	5,307,958	3,499,014	-	-	-	-	-	5,307,958
		<u>40,081,854</u>	<u>13,204,932</u>	<u>440,625</u>	-	<u>40,625</u>	-	<u>400,000</u>	<u>40,522,479</u>
<b>Fleet Program</b>									
<b>Deviated Fixed Route Bus</b>									
B142	Neighborhood Ride Vehicle Replacements	2,814,203	244,582	-	-	-	-	-	2,814,203
<b>Fixed Route Bus</b>									
B100	Existing Bus Fleet Replacement (2020 - 2035)	500,000	500,000	21,499,000	-	-	-	21,499,000	21,999,000
B162	UC Davis/Med Center 12 ZEB Procurement	12,310,000	12,310,000	-	-	-	-	-	12,310,000
B164	Airport Service Expansion ZEBs (10 40' ZEBs & chargers)	9,926,957	9,926,957	-	-	-	-	-	9,926,957

Capital Improvement Revenues and Expenditures (continued)

Program	Project Name	Previously Budgeted (Board-Approved)	Carryforward	FY20 Budget Request	Funding Additions				Board Authorized Amount
					Federal	State	Local	TBD	
Fleet Program (continued)									
Light Rail									
651	Siemens Light Rail Vehicle Mid-Life Overhaul	9,946,412	2,175,231	-	-	-	-	-	9,946,412
R001	CAF/Siemens LR Vehicle Painting/Exterior Work	995,000	463,524	-	-	-	-	-	995,000
R025	Light Rail Vehicle Specification Development	1,500,000	1,500,000	-	-	-	-	-	1,500,000
R085	UTDC Light Rail Vehicle Retrofit - 14 vehicles	25,628,676	381,392	-	-	-	-	-	25,628,676
R086	UTDC Light Rail Vehicle Retrofit - 7 Vehicles	8,034,000	197,588	-	-	-	-	-	8,034,000
R115	Siemens 1st Series Fleet Replacement (26)	68,400,000	68,400,000	79,800,000	-	-	-	79,800,000	148,200,000
R125	CAF Fleet Mid-Life Component Overhaul	-	-	24,000,000	-	-	-	24,000,000	24,000,000
R353	UTDC LRV Fleet Improvement	1,690,161	18,929	545,080	-	545,080	-	-	2,235,241
R358	Gold Line Service Expansion Light Rail Vehicles	36,800,000	36,800,000	20,200,000	-	-	-	20,200,000	57,000,000
Microtransit (SmaRT Ride)									
B149	Microtransit - 12 Gasoline Cutaways	1,980,000	1,949,356	-	-	-	-	-	1,980,000
B155	Microtransit: 6 Zero Emission Vehicles & Chargers	1,655,760	1,137,208	-	-	-	-	-	1,655,760
B157	Franklin Microtransit 3 ZEB Procurement	730,393	730,393	-	-	-	-	-	730,393
B159	Microtransit: 20 Zero Emission Vehicles & Chargers	5,519,200	5,519,200	-	-	-	-	-	5,519,200
Non-Revenue Vehicles									
B141	Non-Revenue Vehicles	4,727,425	1,067,753	-	-	-	-	-	4,727,425
G225	Non-Revenue Police Vehicle Replacement	2,227,042	191,280	-	-	-	-	-	2,227,042
North Natomas									
B152	North Natomas Flyer Bus Procurement	1,175,000	3,252	-	-	-	-	-	1,175,000
Paratransit									
P007	Paratransit Vehicle Replacement (approx. 11)	1,571,200	5	-	-	-	-	-	1,571,200
P009	Paratransit Vehicle Replacement (approx. 40+)	7,297,205	4,320,170	-	-	-	-	-	7,297,205
		<u>205,428,634</u>	<u>147,836,820</u>	<u>146,044,080</u>	<u>-</u>	<u>545,080</u>	<u>-</u>	<u>145,499,000</u>	<u>351,472,714</u>



Capital Improvement Revenues and Expenditures (continued)

Program	Project Name	Previously Budgeted (Board-Approved)	Carryforward	FY20 Budget Request	Funding Additions				Board Authorized Amount
					Federal	State	Local	TBD	
<b>Infrastructure Program</b>									
835	30th & R/29th & R Street Pedestrian Traffic Signals	225,000	193,523	-	-	-	-	-	225,000
B150	Watt/I-80 On Site Transit Center Improvements	3,511,358	3,511,358	-	-	-	-	-	3,511,358
B153	BMF1 Remediation	120,000	95,325	-	-	-	-	-	120,000
B156	Microtransit: Infrastructure for 6 Charging Stations	160,000	132,817	-	-	-	-	-	160,000
B165	Electric Bus Charging Infrastructure	2,834,050	2,803,018	4,165,950	-	-	-	4,165,950	7,000,000
G237	Across the Top System Modification	360,135	36,060	-	-	-	-	-	360,135
G238	Biennial Bridge Inspections / Repairs	201,873	44,831	-	-	-	-	-	201,873
M002	University/65th Street Transit Center Relocation	387,647	4,730	-	-	-	-	-	387,647
R010	Light Rail Crossing Enhancements	592,716	1,629	-	-	-	-	-	592,716
R314	Light Rail Station Low Floor Vehicle Conversion	32,000,000	31,990,559	54,250,000	-	-	-	54,250,000	86,250,000
R347	Watt I-80 Elevator Replacement	990,000	972,187	-	-	-	-	-	990,000
R354	Fare Vending Machine (FVM) Enhancements	7,526,000	5,963,713	1,550,000	-	600,000	-	950,000	9,076,000
R357	Dynamic Message Signs (NEC/Blue Line)	500,000	490,917	-	-	-	-	-	500,000
R400	Light Rail State of Good Repair Maintenance	450,000	450,000	-	-	-	-	-	450,000
		<u>49,858,779</u>	<u>46,690,667</u>	<u>59,965,950</u>	<u>-</u>	<u>600,000</u>	<u>-</u>	<u>59,365,950</u>	<u>109,824,729</u>
<b>Other Program</b>									
A001	Watt Avenue / Highway 50 Project Support	124,787	5,935	-	-	-	-	-	124,787
A007	Easton Development Grade Crossing	50,000	28,305	-	-	-	-	-	50,000
A009	Folsom Streetscape	75,000	21,477	-	-	-	-	-	75,000
A015	Brighton Overhead Design Services	262,209	188,299	-	-	-	-	-	262,209
A016	Caltrans Route 160 N. Sac. Seismic Retrofit	50,000	47,339	-	-	-	-	-	50,000
A019	Camellia City Viaduct Overhead Structures	334,400	203,242	-	-	-	-	-	334,400
M004	Operating Revenue Bond, Series 2012 Payment	13,429,925	-	3,432,725	-	3,432,725	-	-	16,862,650
M011	Cemo Circle Environmental	570,000	537,920	25,000	-	-	-	25,000	595,000
Q042	Paratransit Inc. - JARC	125,000	125,000	-	-	-	-	-	125,000
Q053	FY18 Section 5307 City of Folsom - PM	321,196	-	-	-	-	-	-	321,196
Q054	FY18 Section 5307 El Dorado Transit - PM	250,000	250,000	-	-	-	-	-	250,000
Q055	FY18 Section 5307 El Dorado Transit Urban Bus Replacement	196,253	196,253	-	-	-	-	-	196,253
Q056	FY18-FY19 Section 5307 Paratransit Inc. Mobility Management	-	-	400,000	400,000	-	-	-	400,000
Q057	FY18-FY19 Section 5339 El Dorado Transit Bus Replacement	-	-	1,355,747	1,355,747	-	-	-	1,355,747
Q058	FY19 5307/5339 El Dorado Transit Prev Maint Commuter Routes	-	-	250,000	250,000	-	-	-	250,000
Q059	FY19 5307/5339 El Dorado Transit Bus Washer Retrofit	-	-	80,503	80,503	-	-	-	80,503
		<u>15,788,770</u>	<u>1,603,770</u>	<u>5,543,975</u>	<u>2,086,250</u>	<u>3,432,725</u>	<u>-</u>	<u>25,000</u>	<u>21,332,745</u>



Capital Improvement Revenues and Expenditures (continued)

Program	Project Name	Previously Budgeted (Board-Approved)	Carryforward	FY20 Budget Request	Funding Additions				Board Authorized Amount
					Federal	State	Local	TBD	
<b>Planning/Studies</b>									
M008	Transit Action (Long-Range) Plan Update	200,000	200,000	-	-	-	-	-	200,000
M012	Bus Route Optimization Study	800,000	440,405	-	-	-	-	-	800,000
M015	Capital Region High Capacity Bus Corridor Study	300,000	300,000	-	-	-	-	-	300,000
M016	Zero Emission Fleet Conversion Plan	-	-	242,000	214,243	27,757	-	-	242,000
M017	Schedule Improvement & Physical Coord Planning	-	-	250,000	-	250,000	-	-	250,000
R345	CPID - Station Planning	350,000	224,586	-	-	-	-	-	350,000
		<u>1,650,000</u>	<u>1,164,991</u>	<u>492,000</u>	<u>214,243</u>	<u>277,757</u>	<u>-</u>	<u>-</u>	<u>2,142,000</u>
<b>System Expansion</b>									
404	Green Line to the River District (GL-1)	49,762,000	187,709	-	-	-	-	-	49,762,000
410	South Sacramento Corridor Phase 2 LR Extension	270,000,000	8,144,520	-	-	-	-	-	270,000,000
B161	Expansion Services Startup Costs	1,110,000	838,171	-	-	-	-	-	1,110,000
B168	SacRT Forward (Implement Route Optimization)	1,200,000	1,157,172	-	-	-	-	-	1,200,000
R055	Dos Rios Light Rail Station	19,600,000	18,700,003	-	-	-	-	-	19,600,000
R135	Horn Light Rail Station	5,868,242	5,328,732	-	-	-	-	-	5,868,242
R280	Folsom Limited Stop Service	466,903	8,198	-	-	-	-	-	466,903
R322	Green Line Draft EIS/EIR & Project Development	4,584,292	748,755	-	-	-	-	-	4,584,292
R327	Sacramento Valley Station Loop Design/Construct.	1,264,000	1,253,701	-	-	-	-	-	1,264,000
R359	Gold Line Side Track	48,400,000	48,267,624	18,900,000	-	-	-	18,900,000	67,300,000
S010	Downtown/Riverfront Streetcar Project Development	6,810,742	30,003	-	-	-	-	-	6,810,742
S030	Downtown/Riverfront Streetcar Project (Small Starts)	200,000,000	189,747,582	-	-	-	-	-	200,000,000
		<u>609,066,179</u>	<u>274,412,170</u>	<u>18,900,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,900,000</u>	<u>627,966,179</u>



Capital Improvement Revenues and Expenditures (continued)

Program	Project Name	Previously Budgeted (Board-Approved)	Carryforward	FY20 Budget Request	Funding Additions				Board Authorized Amount
					Federal	State	Local	TBD	
Transit Security & Safety									
T018	P / Q Lot Badge Access & Building Access Upgrades	144,904	84,409	-	-	-	-	-	144,904
T025	Surveillance and Security Facilities Enhancement	266,127	233,257	-	-	-	-	-	266,127
T036	Upgrade Safety/Security/Comm. Infrastructure	396,680	16,224	-	-	-	-	-	396,680
T038	Upgrades to Security Video and Data Systems	179,030	2,003	-	-	-	-	-	179,030
T043	Emergency Drills	65,430	26,513	-	-	-	-	-	65,430
T054	Upgrade Security/Systems/Comm. Infrastructure	417,900	107,398	-	-	-	-	-	417,900
T056	Emergency Preparedness Exercises Project	67,199	50,703	-	-	-	-	-	67,199
T057	Anti-Terrorism Directed Surge Patrols	70,823	70,823	-	-	-	-	-	70,823
		<u>1,608,093</u>	<u>591,330</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,608,093</u>
Transit Technologies Program									
964	Trapeze Implementation (TEAMS)	2,164,212	142	-	-	-	-	-	2,164,212
B154	Real Time Bus Arrival Signs	128,784	128,784	-	-	-	-	-	128,784
B169	Microtransit Scheduling Software	192,000	192,000	-	-	-	-	-	192,000
G035	Fiber/50-Fig Installation, Maintenance, & Repair	330,368	64,220	-	-	-	-	-	330,368
R355	Automatic Passenger Counters for LRT	1,310,000	304,302	-	-	-	-	-	1,310,000
T004	Connect Card Light Rail Platform Preparations	1,673,000	92,265	-	-	-	-	-	1,673,000
T006	LRV System AVL Equipment	455,170	95	-	-	-	-	-	455,170
T017	Audio Light Rail Passenger Information Signs	1,261,250	(3)	-	-	-	-	-	1,261,250
T022	Handheld Smart Card Reader	118,726	29,149	-	-	-	-	-	118,726
T041	Upgrade for Connect Card	35,000	35,000	-	-	-	-	-	35,000
T046	Connect Card Implementation-Consultant (Part 2)	118,000	20,836	-	-	-	-	-	118,000
T050	Upgrades to Transit Security Systems	15,950	132	-	-	-	-	-	15,950
T051	Telephone System Replacement	319,447	85,967	-	-	-	-	-	319,447
T052	Track Warrant Controlled Access System	195,168	78,795	-	-	-	-	-	195,168
T058	Bus / Rail Real Time Arrival Information (GTFS Feed)	84,717	84,717	-	-	-	-	-	84,717
		<u>8,401,792</u>	<u>1,116,401</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,401,792</u>
Total		<u>942,602,802</u>	<u>490,960,848</u>	<u>231,386,630</u>	<u>2,300,493</u>	<u>4,896,187</u>	<u>-</u>	<u>224,189,950</u>	<u>1,173,989,432</u>

## Capital Project Funding Addition Descriptions

- B100 Existing Bus Fleet Replacement (2020 - 2035) – Replace 31, or approximately one-third, of the 91 Model Year 2008 CNG 40-foot buses with new CNG buses. The remaining 60 buses will be budgeted for replacement in FY21 and FY22.
- B165 Electric Bus Charging Infrastructure – Implement Phases 1 and 2 of SacRT’s electric bus charging infrastructure project. In Phase 1, SacRT will install a 4000 Amp service for charging buses at Bus Maintenance Facility 1, which will provide capacity for SacRT’s initial electric bus procurements. In Phase 2, SacRT will install a 21 kV Primary Service at Bus Maintenance Facility 1, which will have the capacity to charge a significant number of electric buses.
- F020 HVAC Replacements - Admin & Maintenance Buildings – HVAC replacements at the Administrative Building, Wayside Building, and Metro Building.
- F021 Facilities Maintenance & Improvements – Make general facilities enhancements and maintain facilities throughout the district. Scope includes building repairs, equipment repair/replacement, etc.
- M004 Revenue Bond, Series 2012 Payment – Annual payment for Revenue Bond issuance from FY 2013 to FY 2042.
- M011 Cemo Circle Environmental – Oversight of environmental remediation at the Cemo Circle property, which will allow SacRT to proceed with selling the surplus property.
- M016 Zero Emission Fleet Conversion Plan – Develop a zero emission bus fleet conversion plan, including a fleet replacement schedule, an assessment of SacRT’s current facilities and capabilities for supporting electrical charging infrastructure, an assessment of the optimal placement of charging infrastructure and bus facilities, a facilities and charging infrastructure phasing plan, and the development of Proposed budgets and funding plans.
- M017 Schedule Improvement and Physical Coordination Planning – Plan for schedule improvements and physical coordination at major intermodal stations in SacRT’s service area, including the Sacramento Valley Station (SVS) and the future Midtown Station. As a condition of receiving 2018 TIRCP grant funds, the California State Transportation Agency (CalSTA) has required that most 2018 TIRCP grant recipients, including SacRT, conduct network integration projects such as this, with the goal of improving the overall integration of the state’s transit network.
- R115 Siemens 1st Series LRV Fleet Replacement (26) – Increase the budget to reflect the latest cost estimate to replace all 26 replacement LRVs for Siemens 1st Series Fleet (1987 vehicles). Previously the budget only included the 13 1<sup>st</sup> Series Siemens vehicles that received partial funding from the 2018 Transit and Intercity Rail Capital Program (TIRCP) grant.
- R125 CAF LRV Fleet Mid-Life Component Overhaul – Overhaul of major subsystems/components on the CAF Light Rail Vehicle fleet. The 40 CAF LRVs were placed in service in 2003 and are 15 years old, which is beyond halfway through their FTA-defined 25-year useful life. This level of funding will be adequate to overhaul all components of eight LRVs, or to overhaul just select components of a greater number of vehicles. The remaining CAF vehicles and/or components will be budgeted for overhaul in FY21 through FY24.

## Capital Project Funding Addition Descriptions (continued)

- R314 Light Rail Station Low Floor Vehicle Conversion – Increase the budget to reflect the latest cost estimate to convert all light rail stations systemwide to low-floor. Previously the budget only included the cost to convert the stations along the Gold Line to low-floor because the 2018 TIRCP and Congested Corridors grant awards were focused on delivering enhanced service frequencies on the Gold Line.
- R353 UTDC LRV Fleet Improvement – Hire technicians to help maintain SacRT’s aging UTDC light rail vehicle fleet so that a larger portion of the fleet can reliably run in revenue service.
- R354 Fare Vending Machine (FVM) Enhancements – Increase the budget to include the purchase and installation of new Fare Vending Machines (FVMs) at light rail stations along the Gold and Green Lines. Previously the budget included only the cost to purchase and install FVMs in the Northeast Corridor NEC/Blue Line because the available grant funding was restricted to those lines. New FVMs will be more reliable and inexpensive to maintain, and will accept debit/credit payment.
- R358 Gold Line Service Expansion Light Rail Vehicles – Increase the budget to reflect the latest cost estimate to procure all ten of the expansion LRVs that are needed to enable Gold Line frequency enhancements (increasing service frequencies from 30 minutes to 15 minutes between Sunrise Station and Historic Folsom Station). The previous budget included only the seven expansion LRVs that received partial funding from the 2018 TIRCP grant.
- R359 Gold Line Side Track – Increase the budget to reflect the latest cost estimate. The cost estimate has been increased to be consistent with the high construction costs that are being seen nationwide

RESOLUTION NO. 19-06-\_\_\_\_\_

Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

June 10, 2019

**AUTHORIZING THE FILING OF THE FY 2020 TRANSPORTATION DEVELOPMENT ACT CLAIM BASED ON THE ADOPTED BUDGET**

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Board hereby authorizes the General Manager/CEO to file a claim with the Sacramento Area Council of Governments (SACOG) for Transportation Development Act funds in the amount not to exceed SACOG's funding apportionments for SacRT for FY 2020 and, from said amount, SacRT may claim \$1,718,201 on behalf of SACOG for transportation planning purposes.

\_\_\_\_\_  
PATRICK KENNEDY, Chair

A T T E S T:

HENRY LI, Secretary

By: \_\_\_\_\_  
Cindy Brooks, Assistant Secretary

(C)



**General Manager's Report  
June 10, 2019**

**SacRT Marketing Campaign**

See attached Power Point (Devra Selenis)

**Transit Ambassador/Fare Inspection Reorganization**

Power Point to Follow **See attached Power Point** (Vincent Beatty)

**SacRT MEETING CALENDAR**

**Regional Transit Board Meeting**

July 22, 2019\*  
California State Library (914 Capitol Mall #500)  
12:00 P.M

**Quarterly Retirement Board Meeting**

June 12, 2019  
SacRT Auditorium  
9:00 A.M

**Mobility Advisory Council Meeting**

July 11, 2019  
SacRT Auditorium  
2:30 P.M.

\*Pending Board Approval



# SacRT Comprehensive Marketing Update

**Monday, June 10, 2019**

# Bus Stop Sign Open House



# Bus Stop Sign Requirements

## REQUIREMENTS FOR BUS STOP SIGN DESIGN

- 3 Inch Route Numbers
- 5/8 Inch Destination Names
- Available in 18 and 24 Inches
- Color Contrast
- Reflective



# Bus Stop Sign Improvements

## NEW BUS STOP SIGN **DESIGN FEATURES**

- ➔ 3 Inch Route Numbers
- ➔ Destination Names
- ➔ Bus Stop Number
- ➔ Contact Information
- ➔ Double Sided



# New Bus Stop Sign Design



# Comprehensive Marketing Campaign



# Comprehensive Marketing Campaign





# Comprehensive Marketing Campaign



# Comprehensive Marketing Campaign



# Comprehensive Marketing Campaign



Like Follow Share ...

Regional Transit Published by HideSacRT (7) · May 8 at 3:28 PM · 🌐

The Gold Standard Award is the top recognition TSA can give to a transit agency for achieving top scores during an annual review of 17 categories of security and emergency preparedness elements.

TSA has oversight of 6,800 public transit agencies in the country and only seven achieved scores high enough to receive the most recent Gold Standard Award, with SacRT scoring a 98%.

**“WE KEEP SACRT RIDERS SAFE AND SECURE 365 DAYS A YEAR”**

The Sacramento Regional Transit District received the national TSA Gold Standard Award for Security, the highest standard of excellence.

SacRT is keeping you safe on the go.



1,902  
People Reached

357  
Engagements

Post Unavailable

👍❤️ Bianca Mejia, Diane Hollingshead and 38 others · 15 Comments · 5 Shares

# Comprehensive Marketing Campaign

- Billboards
- TV
- Radio
- Movie Theater
- Newspaper
- Social Media (paid and owned)
- Videos
- Nextdoor
- Campaign Toolkit
- Sidewalk Advertising
- App Push Notifications
- Service Change Booklets
- Multi-Language Flyers
- A-Frame Signage
- SacRT in Your Neighborhood Forum
- OTT (“over the top” streaming services)

# SacRT's Street Team





# RTPS Fare Inspection Program Reorganization

**Monday, June 10, 2019**

# Reorganization Purpose

SacRT management and RTPS staff have been carefully reviewing and assessing the transit agent pilot data over the last couple of months to move forward with implementing a new permanent classification that also fulfills SacRT's Customers' First initiative.

Based on that data and feedback from our customers, we will be implementing a new set of transit personnel that will provide a mix of fare inspection and customer service related functions to further enhance the program's benefits to our customers and communities.



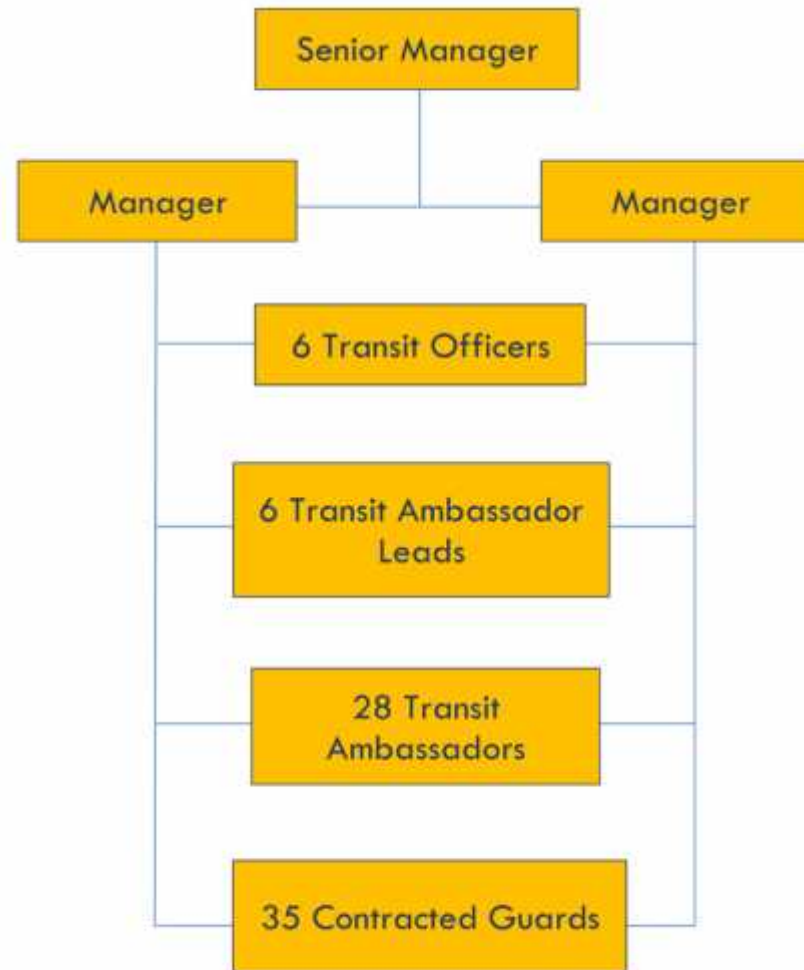
# Deployment Plan

- 1 Senior Manager
- 2 Managers
- 28 Transit Ambassadors (TA)
- 6 Transit Ambassador Leads
- 6 Transit Officers (TO)
- 35 Contracted Guards
- AM/PM Peak Trains Covered
- 30 Stations Covered by Guards





# New Structure

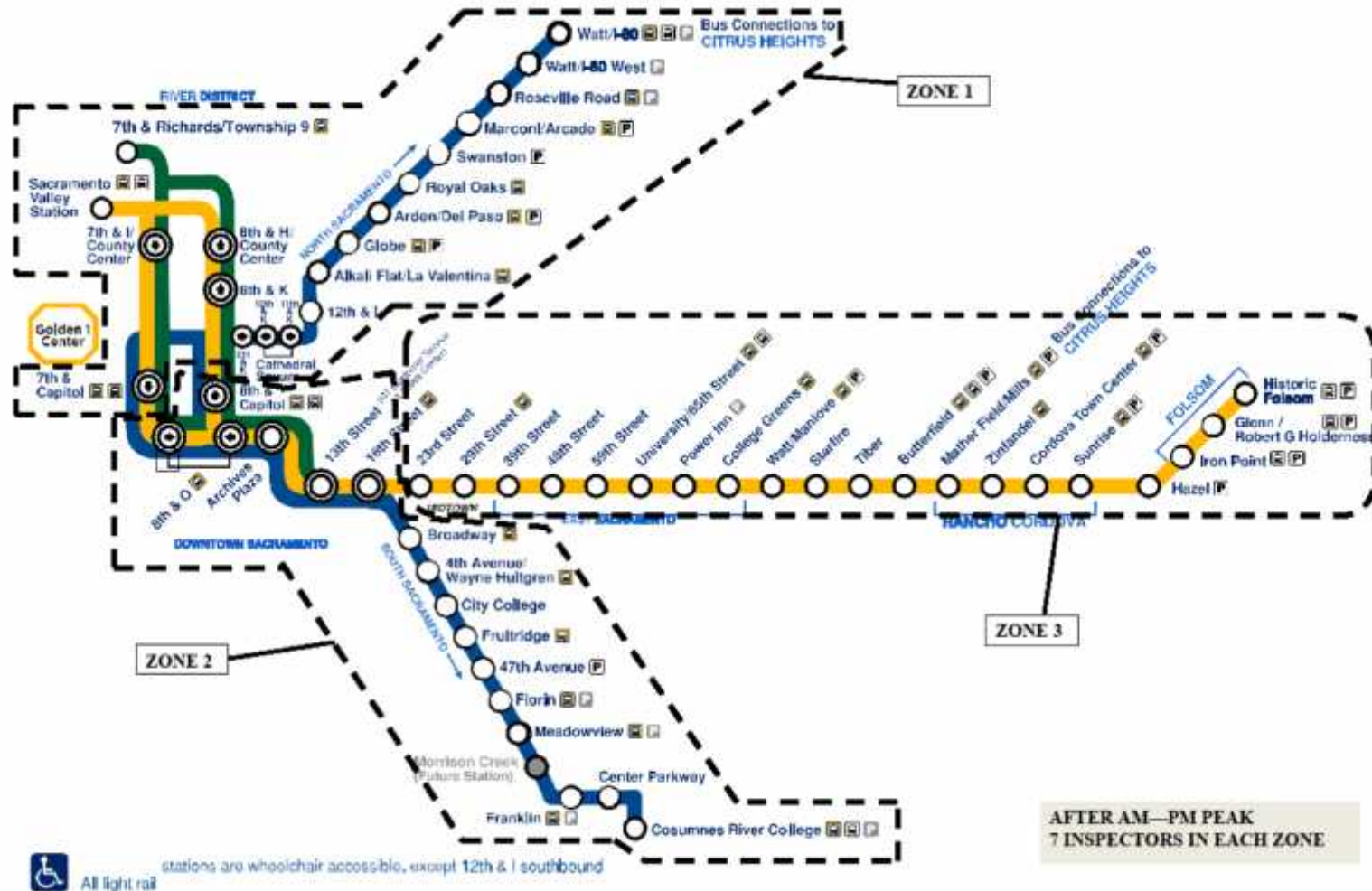


# Light Rail Train Coverage

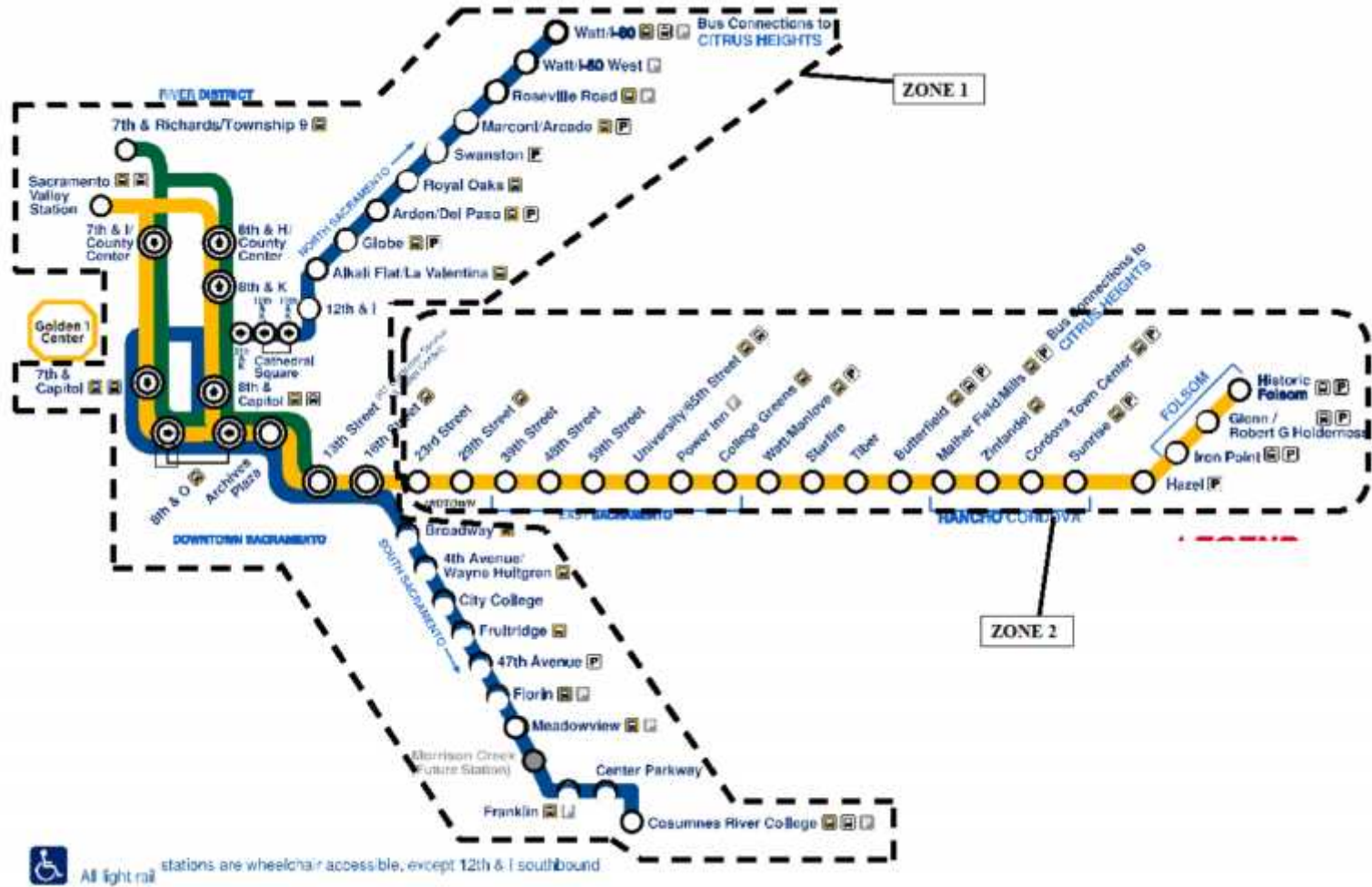
- TAs/TOs on scheduled trains during peak commute periods
- Leads will work in zones
- TAs/TOs will break into zones after peak commute periods
- Move to different train cars every two stations



# Weekday Zone Coverage



# Weekend Zone Coverage



# TA/TO System Benefits

- Excellent customer service
- Visibility
- Train cleanliness
- Fare inspection
- Friendliness
- Helpfulness



# Lead TA System Benefits

- Customer service
- Supplement train coverage
- Transit ambassador guidance
- Transit ambassador support
- Notify management of discrepancies
- Accountability



# Contracted Guard System Benefits



- Station coverage
- Customer service
- Assist passengers with FVMs
- Station cleanliness
- Supplemental train coverage
- Paid fare zone checks

# TA/TO Service Hours

## TA/TO Work Schedule (Trains/Zones)

- Shifts Will be 7 Days a Week
- AM Peak 6:00 to 9:00
- PM Peak 3:00 to 6:00
- Weekend Shift 10:00 am to 6:30 pm

## Lead TA Work Schedule

- 2 Shifts Monday through Friday
- AM 5:30 to 2:00 (2) Leads
- PM 2:00 to 10:30 (2) Leads
- 1 Shift Saturday/Sunday (2) Leads
- Weekend Shift 10:00 am to 6:30 pm





# Contracted Guard Service Hours

## Contracted Guard Work Schedule

- 5:30 am to 1:00 am – Depending on station
- Shifts will Be 4/10s or 5/8s
- High traffic stations covered 7 days a week
- 12 guards will supplement light rail train service in zones
- Supplemental guards will work 1 shift
  - Shift hours will be 10:00 am to 6:30 p.m.
- Days off will be Friday/Saturday and Sunday/Monday
  - This will allow for extra coverage on weekends and holidays

# System Coverage

**Having TAs/TOs work 5/8s allows for maximum coverage during the week while cutting costs for court over time and holiday pay**

- Guards will supplement holidays
- Approved time off will be limited (floaters, vacations, etc.). This will also maximize coverage

# Meetings and Training



- **RTPS will host monthly team meetings**
- **Weekly to bi-weekly lead meetings**
- **Refresher training annually**
- **Other departments will be invited to meetings and trainings**

# Conclusion

- We are looking for energetic, committed and friendly employees
- Focus will be on a more robust customer service approach
- Building a world-class ambassador program to demonstrate that SacRT is safe, clean, and more convenient



The Sacramento Regional Transit District received the national TSA Gold Standard Award for Security, the highest standard of excellence.

SacRT is keeping you safe on the go.



**SUMMARY**  
**Paratransit Board Meeting**  
**May 20, 2019**

The following Directors were present: Jill Faust, Anna Fontus, Steve Hansen, Pat Hume, Alice Kimble, Scott Leventon, Stephanie Nguyen, Vidhu Shekhar along with CEO, Tiffani Fink.

**Announcements**

None

**The following Items were approved on the Consent Calendar:**

- Minutes of the April 18, 2019 Board of Directors Meeting.

**Public Comment:**

- Mike Barnbaum shared feedback from community members regarding SacRT becoming the service provider for eTran effective July 1, 2019. He expressed that he and other local riders are excited for this development and are hopeful the transition goes smoothly. He advised that many current riders are asking him if direct ADA service will resume between Sacramento and Elk Grove on July 1<sup>st</sup> and passed this question along to the Board. Director Hume replied that they are still working out the details on the Elk Grove agreement and information will be made available as soon as they have it.
- Jaci (*pronounced "Jackie"*) Tatro spoke of her negative experiences with Yellow Cab, especially in regards to her service dog, Cooper. She expressed that Yellow Cab drivers are frequently ignorant of laws pertaining to service animals. She states she has experienced service refusals, poor attitudes and insinuations that her dog is not a service dog because of the breed. In addition, she noted incidences of cab drivers mishandling her personal property and ignoring traffic laws. She asks that Paratransit provide proper training of not only their employees but of Yellow Cab drivers as well. Tiffani Fink thanked Jaci for her feedback, and noted that Paratransit, Inc. is looking at refresher training for the cab companies we work with. She also advised Jaci to contact Kathy Sachen with any information on issues that occur on cabs as video of any incidents can be pulled.
- Jeff Tardiguila suggested that it would be beneficial to have a joint SacRT/ Paratransit, Inc. Board meeting, especially given all that is going on with Folsom Dial A Ride, SacRT Forward and Elk Grove. He also expressed appreciation to the Paratransit, Inc. Board for their responsiveness.

**Staff Reports:**

**A. CEO Fink highlighted the following in her CEO report:**

- The Board will be adding a 9<sup>th</sup> member, Molly Nugent, of WEAVE.
- Paratransit's team for the Rodeo did very well at state. Many Paratransit Inc. staff attended and worked the Rodeo this year.
- Ms. Fink attended the Metro Chamber Capitol to Capitol trip as part of the Leadership Team for Transportation. The team brought to DC two (2) policy papers focused on funding and policy priorities as well as a new infrastructure package. She also touched on congressional interest in issues around planning and funding evacuation routes as well as the new [Enhancing the Strength and Capacity of America's Primary Evacuation Routes \(ESCAPE\) Act](#) introduced by John Garamendi's office.

- Detailed concerns with reduced vehicle emissions standards that could result in air-quality non-attainment. Paratransit, Inc. is watching closely as this affects transit as a whole.
  - Ms. Fink expressed appreciation to exiting board member Mary Steiner for her service and dedication.
- B.** Ms. Fink advised, provided anticipated TDA Article 4.5 funding is ratified as expected, Paratransit Inc. is prepared to extend the CTSA boundary as well as non-ADA service into the City of Folsom. This is tentatively scheduled for July 1, 2019. Non-ADA trips would be provided to those already certified ADA Paratransit eligible through SacRT. Mike Barnbaum commented that he thinks this is something really attractive for the City of Folsom and he wants to thank SacRT and the City of Folsom for approving the full annexation that allowed this to be possible. He expressed hope this will occur in Elk Grove as well in the future.
- C.** The Financial Report highlighted the following:
- In the rolling year trips provided decreased by 4.5%, with CTSA trips down by 5.4% and Demand Response (DR) trips down by 3.4%.
  - Year-To-Date trips provided decreased by 3.4%, with DR trips decreasing by 2.4% and CTSA trips decreasing by 4.2%.
  - Overall YTD cost per trip provided increased by 9.4% from FY18, with CTSA cost per trip increasing by 4.5% and DR cost per trip increasing by 8.8% over the prior year.
  - Fare recovery ratio decreased by 1.3% from FY18 to 10.7% and remains above their goal of 10% and higher than the TDA-required minimum of 5%.

## **Action Items/ Discussion**

### **Adoption of Resolution No. 4-19**

Authorizing the Chief Executive Officer (CEO) to submit the Transportation Development ACT(TDA) Claim for Fiscal Year 2019-2020. Authorize submittal of subsequent claims if funding revisions are issued, and expand the Non-ADA service boundary to include the City of Folsom effective July 1, 2019.

Ms. Fink commented this is a standard annual TDA claim used to fund above-and-beyond service not covered by SacRT. This year, Paratransit, Inc. has asked to be able to amend the claim as funding changes and the claim currently includes an amendment for an extra \$100,000 for FY19.

**Discussion:** Mike Barnbaum commented that being able to secure the TDA funds to provide regional trips will be a really good thing. He feels that limiting non-ADA trips to those who are currently ADA eligible will help with consistency in the application process, while allowing local Folsom riders to retain Dial-A-Ride service. Mr. Barnbaum referenced SacRT Forward and its solution for consistency and stated he would be happy to move this resolution.

### **Consideration to receive Public Comment on the Non-ADA Late Cancel/No-Show Policy and set date for Public Hearing June 17, 2019.**

The Late Cancel/No Show policy was presented by Ms. Fink, who advised that this policy mirrors the SacRT Late Cancel/No Show policy which is currently posted for public comment and is slated to be effective July 1<sup>st</sup> 2019. Paratransit, Inc. has removed ADA terminology but the framework is the same as SacRT's policy. Staff recommends that the 21 day Public Comment Period be opened and that a Public Hearing be set for consideration of adoption on June 17, 2019. The motion to set the Public Hearing was carried unanimously.

**Discussion:** Jeff Tardiguila asked that the Board define “non-ADA” ride for its newest members. Mr. Tardiguila also commented that the Folsom Rodeo is a very large event in July and that it will be beneficial if non-ADA service is available July 1<sup>st</sup>, 2019.

Director Hume explained ADA vs. non-ADA service to the Board. ADA service is provided within ¾ mile of fixed bus routes and/or light rail stations during the time those routes operate. Non-ADA service is the service provided outside of these parameters.

### **Overview and Release of Draft FY 19/20 Operating and Capital Budget**

Ms. Fink presented an overview of the draft FY 2019/2020 Budget, which was provided to each Board member and is available on Paratransit, Inc.’s website for review. Ms. Fink touched on the following key points.

- Ms. Fink noted that the Chief Administrative Officer position is frozen for Paratransit, Inc. for FY 2019/2020.
- Implementation of Boston Pathway Review for the Massachusetts Bay Transportation Authority (MBTA). Pathway Review provides a Transit Accessibility Evaluator to assess the path of travel for a rider with a barrier condition for ADA paratransit eligibility. This process has been shown to be effective in other locations to assist in enforcing trip-by-trip eligibility.
- Paratransit, Inc. provides eligibility determination and travel training for San Joaquin County RTD. As of Fall 2018 the program was expanded out to Escalon, Lodi, Manteca and Tracy.
- Destinations Mobility rentals continue to increase. This is a very popular program.

### **Board Comments/Reports/Future Agenda Items**

- Ms. Fink advised that in June she will be bringing an item to the Board regarding CTSA moving into a jobs hybrid, helping to provide services and vehicles for jobs programs.
- Prior to closed session, it was noted that the SacRT Board meeting information was incorrect on the Agenda. The SacRT Board meeting is Monday June 10<sup>th</sup> at 5:30 p.m.
- The new Board members, Alice Kimble and Vidhu Shekhar introduced themselves.

### **Closed Session:**

Conference Labor Negotiators. Unrepresented Employees: Various Positions  
Agency Representative: Tiffani Fink

### **Open Session Reconvened:**

There was nothing to report.

*Meeting concluded at 7:23 p.m.*

San Joaquin Joint Powers Authority (JPA) Meeting  
May 31, 2019

The Board of the San Joaquin JPA met on Friday May 31, 2019 at 1:00 p.m. at Sacramento City Hall.

A presentation was made by Caltrans on new single-floor cars being procured for the San Joaquins and related construction of mini-high ramps for accessible level boarding. The new single-floor cars will replace the existing bi-level cars on the San Joaquins. Although they have fewer seats, the single-level cars feature semi-permanent couplers and open gangways for easier internal passenger circulation throughout the train.

A presentation was also made on the Valley Link project which is planned to build an approximate 12-mile rail line on former Southern Pacific right of way over the Altamont pass, connecting Lathrop/Manteca with BART and Dublin/Pleasanton and running along the I-580 corridor with service every 12-60 minutes.

A brief update was also made on Senate Bill 742 (Allen) on elimination of the Amtrak Thruway bus rule that currently prohibits customers from buying a ticket for an Amtrak bus without a connecting train ride being part of the ticket. The bill has passed the Senate but still needs to pass the Assembly and Senate Appropriations committee.