

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA SEPTEMBER 28, 2007 (Fourth Friday of Each Month)

****SANTA CRUZ CITY COUNCIL CHAMBERS****

809 CENTER STREET

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 12:00 p.m.

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION - 9:00 a.m.

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
 - a. Seacliff Drive Residents Re: Routes 54 & 55 Vehicle Size
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 10 & 24, 2007
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF AUGUST 2007
- 5-3. CONSIDERATION OF TORT CLAIMS: None
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR SEPTEMBER 19, 2007 AND MINUTES OF JULY 18, 2007
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JUNE 2007
- 5-6. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2007
- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF AUGUST 2007

- 5-9. ACCEPT AND FILE AUGUST 2007 RIDERSHIP REPORT
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE AUGUST 2007 MEETING(S)
- 5-11. CONSIDERATION OF REVISING THE MANAGEMENT COMPENSATION PLAN
- 5-12. CONSIDERATION OF APPROVAL OF BUDGET TRANSFER REINSTATING EMPLOYEE INCENTIVE PROGRAM
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH WILBUR SMITH ASSOCIATES FOR THE PREPARATION OF A SHORT RANGE TRANSIT PLAN
- 5-14. CONSIDERATION OF AUTHORIZING METRO TO ACQUIRE A USED FORKLIFT FROM CASEY PRINTING FOR \$1,250.00
- 5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR TWO JOHN DEERE NATURAL GAS BUS ENGINES WITH VALLEY POWER SYSTEMS, INC.
- 5-16. CONSIDERATION OF EXECUTING AN EXTENSION AND MODIFICATION TO THE MEMORANDUM OF UNDERSTANDING FOR THE OPERATION OF THE HIGHWAY 17 EXPRESS AND THE AGREEMENT WITH AMTRAK FOR PAYMENT THROUGH SEPTEMBER 30, 2010

REGULAR AGENDA

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Tavantzis
Staff Report: Attached
THIS PRESENTATION WILL TAKE PLACE AT THE SEPTEMBER 28, 2007 BOARD MEETING
- 7. CONSIDERATION OF APPROVING A RESOLUTION TERMINATING THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY (CPEIA) JOINT POWERS AGREEMENT
Presented By: Margaret Gallagher, District Counsel
- 8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PARVUS CORPORATION FOR WIRELESS INTERNET SERVICES (WI-FI) FOR THE HIGHWAY 17 EXPRESS
Presented By: Tom Stickel, Maintenance Manager

9. CONSIDERATION OF A CONTRACT AMENDMENT WITH LESLIE R. WHITE TO SERVE AS GENERAL MANAGER FOR THE PERIOD DECEMBER 1, 2004 THROUGH DECEMBER 31, 2010
Presented By: Marcela Tavantzis, Board Chair
10. CONSIDERATION OF THE BOARD OF DIRECTORS MEETING SCHEDULE AND LOCATIONS FOR 2008
Presented By: Marcela Tavantzis, Board Chair
11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CHANGE ORDER WITH ARNTZ BUILDERS IN THE AMOUNT OF \$363,054.00 FOR THE SERVICE & FUELING BUILDING COMPONENT OF THE METROBASE PROJECT
Presented By: Frank Cheng, Project Manager
12. CONSIDERATION OF SERVICE REVISIONS FOR WINTER 2007
Presented By: Mark Dorfman, Assistant General Manager

ADJOURN

NOTICE TO PUBLIC

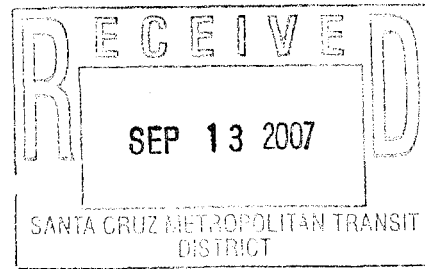
Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be limited in time in accordance with District Resolution 69-2-1.

When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District Resolution 69-2-1.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

September 11, 2007
Santa Cruz County Board of Supervisors-Ellen Pirie
701 Ocean Street Room 500
Santa Cruz, CA 95060



Dear Ms. Pirie and the Board,

We all have a responsibility to ensure the safety of our community and take care of our environment by reducing emissions to deter global warming. Accordingly, our neighborhood is in desperate need of your help.

Seacliff Drive, Aptos (from Center Avenue to Seacliff Drive to Spreckels) does not have enough foundational support to enable heavy machinery to drive on it without creating shock waves on the road, and in the hill, which our homes reside upon. This street was built as a residential street, not a commercial road, and therefore does not have the necessary structural integrity. Accordingly, bus lines' 55 and 54 are, and have been for years, causing iterative damage to our road and hill as they speed down the street shaking our homes – rattling walls, windows, and cabinet doors. The vibrations have grown worse to the point the road has many cracks, sinking areas, and structural damage is obvious! We are concerned the hill will collapse, and take our homes with it, if heavy machinery continues to traverse Seacliff Drive.

We need you to take immediate action, requesting you please replace the bus with a smaller, lighter paratransit van. The bus weighs at least 15 tons (37,920 pounds), whereas passenger cars weigh between 1-3.5 tons (2,000-7,000 pounds). Our residential street can accommodate the weight of the van, and the van is more eco-friendly and safer for our residential neighborhood and community.

In addition, we want to point out that virtually no one rides the 54/55 bus through our Seacliff neighborhood. We have been noting the ridership down Center Avenue to Seacliff Drive to Spreckels to the beach for months and **the majority of hourly lines have zero to one single rider**; this line starts at 7:55am and ends at 6:15pm M-F running hourly, and then inconsistent hours Saturday-Sunday. Note the majority of riders ride the bus lines on Soquel Avenue; Soquel Avenue is by far the most popular bus route and it is a commercial road which can accommodate the weight of heavy machinery. You may want to consider **ending the Seacliff route altogether and save thousands of taxpayer dollars annually for the road repair fund.**

We will present this letter at your next board meeting. We are carbon-copying the Director of Public Works Tom Bolich, his Senior Civil Engineer John Swenson, and the Santa Cruz Metro Board of Directors on this letter.

Sincerely,

Stacy Patyk 69 Seacliff Drive Aptos, CA 95003	Geraldine Harris 83 Seacliff Drive Aptos, CA 95003	Darryl Dill 65 Seacliff Drive Aptos, CA 95003	Bruce & Eva Rak 73 Seacliff Drive Aptos, CA 95003	Linda & Larry Archer 61 Seacliff Drive Aptos, CA 95003
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2-a.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 10, 2007

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 10, 2007 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Chair Tavantzis called the meeting to order at 9:03 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Dene Bustichi
Donald Hagen
Michelle Hinkle
Kirby Nicol
Emily Reilly
Mike Rotkin
Dale Skillicorn
Pat Spence
Marcela Tavantzis
Ex-Officio Donna Blitzer

DIRECTORS ABSENT

Jan Beautz
Mark Stone

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager

Margaret Gallagher, District Counsel
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Sandra Lipperd, UTU
Ian McFadden, Transit Planner

Manny Martinez, PSA
Steve Prince, UTU

2. ORAL AND WRITTEN COMMUNICATION

Written:

None.

Oral:

None.

5-1.1

3. **LABOR ORGANIZATION COMMUNICATIONS**

None.

4. **ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS**

None.

CONSENT AGENDA

5-1. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JULY 2007**

No questions or comments.

5-2. **CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF FARMERS INSURANCE (WALTERMYER), CLAIM #07-0026**

No questions or comments.

5-3. **ACCEPT AND FILE METROBASE STATUS REPORT**

No questions or comments.

5-4. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR AUGUST 15, 2007 AND MINUTES OF JUNE 20, 2007**

Regarding Page #5-4.4 Director Spence asked about the CHP encouraging tow truck drivers to drop off vehicles at METRO's Park & Ride lots. Ciro Aguirre replied that he had not been able to confirm that yet and Director Spence requested that he follow up on it. Mr. Aguirre added that the other issue had been 14 Cheap Hauling trucks parking at the Scotts Valley Transit Center overnight, however, that issue had been resolved.

5-5. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MAY 2007**

No questions or comments.

5-6. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JUNE 2007**

Director Rotkin reported that the University has decided this year to raise the parking rates only for those with bus passes. Les White added that even though there had been an additional operating day, it is disturbing that ridership is decreasing 10 – 15% in every category.

5-1.2

5-7. ACCEPT AND FILE JUNE 2007 RIDERSHIP REPORT

No questions or comments.

REGULAR AGENDA

7. CONSIDERATION OF APPROVAL OF CALPERS RESOLUTIONS TO REVISE METRO'S MEDICAL PREMIUM CONTRIBUTION RATES FOR UTU FIXED ROUTE AND PARATRANSIT

Summary:

Robyn Slater reported that the current Labor Agreements with UTU, Local 23, Fixed Route and Paratransit, each include language that specifies the amount METRO will contribute towards medical premiums. The Fixed Route resolution is adjusted annually to reflect actual maximum monthly premium contributions and the Paratransit resolution corrects an error in the original resolution established in 2004.

8. CONSIDERATION OF REVIEWING, REVISING, AND PRIORITIZING THE LIST OF UNMET TRANSIT AND PARATRANSIT NEEDS TO BE CIRCULATED TO THE ELDERLY & DISABLED TRANSPORTATION ADVISORY COMMITTEE (E&D TAC) AND THE METRO ADVISORY COMMITTEE (MAC)

Summary:

Chair Tavantzis explained that the Board was being asked to review and prioritize METRO's draft list of Unmet Transit and Paratransit needs. The Board reviewed the SCCRTC's list first to determine if METRO agrees with the prioritization. The Board modified the priority of several items.

Discussion:

Director Hagen created another version of METRO's list and assigned each with a priority of VH- Very High need, H- High need, M- Moderate need and L- Low need, which was distributed to the Board and is attached to the file copy of these minutes. The Board reviewed each item and assigned all items regarding maintaining current service Very High need, all items related to improving existing service a High need, and the remainder were assigned Moderate and Low need. Two items were removed from the list completely. The Board decided to eliminate the numbers indicating in which order items should be listed, instead giving each item only a priority ranking, with all items in each category being of equal priority.

Les White reported that he would recreate Director Hagen's list indicating the priority ranking of each item as assigned by the Board today, including a brief summary of how the Board arrived at each category of priority. The list would then come back to the Board in two weeks, along with MAC and E&D TAC's input and a Public Hearing would be held at that time. After receiving input, the Board would then finalize the list to be submitted to the SCCRTC.

5-1.3

The Board requested a matrix of the listed items if MAC and E&D TAC's opinions differed widely from the Board's.

14. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel

Margaret Gallagher reported that the Board would have a conference with its Labor Negotiators regarding UTU, Local 23 Fixed Route.

15. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Chair Tavantzis adjourned to Closed Session at 10:50 a.m. and reconvened to Open Session at 11:06 a.m.

SECTION III: RECONVENE TO OPEN SESSION

16. REPORT OF CLOSED SESSION

Margaret Gallagher reported that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Chair Tavantzis adjourned the meeting at 11:06 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

5-1.4

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 24, 2007

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 24, 2007 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Tavantzis called the meeting to order at 9:03 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz (arrived after roll call)
Dene Bustichi
Donald Hagen
Michelle Hinkle
Kirby Nicol
Emily Reilly
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis
Ex-Officio Donna Blitzer

DIRECTORS ABSENT

None

STAFF PRESENT

Angela Aitken, Finance Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Terry Gale, IT Manager

Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Karena Pushnik, SCCRTC
Randy Swart, VMU

Amy Weiss, Spanish Interpreter
Bob Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION

Written:

None.

5-1.5

Oral:

None.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Director Spence distributed information regarding Item #8, which is attached to the file copy of these minutes.

VICE CHAIR BEAUTZ ARRIVED

CONSENT AGENDA

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JULY 2007
- 5-2. CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF FARMERS INSURANCE (WALTERMYER), CLAIM #07-0026
- 5-3. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR AUGUST 15, 2007 AND MINUTES OF JUNE 20, 2007
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MAY 2007
- 5-6. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JUNE 2007
- 5-7. ACCEPT AND FILE JUNE 2007 RIDERSHIP REPORT
- 5-8. APPROVE REGULAR BOARD MEETING MINUTES OF JULY 13 & 27, 2007
- 5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2007
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE 2007 MEETING(S)
- 5-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A 1-YEAR EXTENSION TO THE CONTRACT WITH MONTE FOUNDATION TO PROVIDE TRANSIT SERVICE TO THE 2007 FIREWORKS FESTIVAL
- 5-12. CONSIDERATION OF APPROVAL OF REVISED BOARD MEMBER TRAVEL FOR FY 07-08
- 5-13. CONSIDERATION OF EXTENDING THE REOPENER PERIOD OF TIME PROVIDED FOR IN SECTION 4, COMPENSATION, OF THE CONTRACT WITH THE GENERAL MANAGER FROM JULY 2007 TO JULY THROUGH SEPTEMBER 2007
- 5-14. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JULY 2007
- 5-15. ACCEPT AND FILE DRAFT REPORT ON FY 2007 TRIENNIAL REVIEW
- 5-16. ACCEPT AND FILE JULY 2007 RIDERSHIP REPORT
- 5-17. CONSIDERATION OF AUTHORIZATION TO ADD 110 VERNON STREET PROPERTY TO METRO'S EXISTING PROPERTY INSURANCE COVERAGE FOR FY08

5-1.6

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Approve the Consent Agenda

Motion passed unanimously with all Directors present.

REGULAR AGENDA

7. CONSIDERATION OF APPROVAL OF CALPERS RESOLUTIONS TO REVISE METRO'S MEDICAL PREMIUM CONTRIBUTION RATES FOR UTU FIXED ROUTE AND PARATRANSIT

Summary:

Robyn Slater reported that the Fixed Route resolution is adjusted annually to reflect METRO's actual maximum monthly premium contributions and the Paratransit resolution corrects an error in the language provided by CalPERS in the original resolution established in 2004.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve the Resolutions to revise the fixed contribution towards medical coverage for the United Transportation Union, Local 23 (Fixed Route) and Paratransit Unit under the California Public Employees' Retirement System (CalPERS) medical insurance program

Motion passed unanimously with all Directors present.

8. PUBLIC HEARING: CONSIDERATION OF IDENTIFYING A PRELIMINARY LIST OF UNMET TRANSIT AND PARATRANSIT NEEDS FOR SUBMISSION TO THE SCCRTC

Summary:

Les White reported that at its last meeting, the Board reviewed, revised and assigned priority ranking to METRO's draft list of Unmet Transit and Paratransit needs. The list was transmitted to E&D TAC for their consideration; however, they did not meet as scheduled on August 14th and they have provided no feedback. MAC reviewed the list at their August 15th meeting and their comments are included as Attachment "C". After receiving public comment at today's Public Hearing and reviewing all input received, it is recommended that the Board adopt a final list of Unmet Transit and Paratransit needs to be submitted to the SCCRTC.

Discussion:

Director Rotkin asked for clarification on how important it was to prioritize each item on the list, in light of the current state budget crisis. Les White replied that this is the first time that the SCCRTC has requested prioritization of the list and staff believes it is a constructive exercise to determine METRO's priorities in case extra funds should somehow materialize, however it is not a binding prioritization.

5-1.7

Director Hagen expressed concern that E&D TAC did not comment on METRO's list.

CHAIR TAVANTZIS OPENED THE PUBLIC HEARING AT 9:13 A.M.

Bob Yount, MAC, reported that MAC took this seriously and had spent a lot of time on it. MAC recommends that the criteria of impact on the highest number of riders be used when implementing service improvements. Mr. Yount stated that one area where MAC disagreed with the Board was on Holiday Service, which MAC feels strongly should be changed from low priority to high priority. Mr. Yount went on to comment on each of MAC's recommendations that differed from the Board's.

There was a discussion about Holiday Service.

CHAIR TAVANTZIS CLOSED THE PUBLIC HEARING AT 9:21 A.M.

Chair Tavantzis explained that when the Board reviewed and prioritized the list that system-wide items were high priority, route-specific items were lower priority, etc.

Director Spence requested a cost breakdown. Chair Tavantzis replied that the items were not prioritized by cost, which is not a factor at this point. Les White clarified that there is no funding to implement any of the items, however, staff would be happy to determine costs when and if funding became available. Director Stone added that this was a worthwhile effort and thanked staff and MAC for their time spent on it.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR NICOL

Adopt and submit to the SCCRTC the list of Unmet Transit and Paratransit needs as presented, except change Holiday Service from Low Priority to Moderate Priority

Discussion:

Vice Chair Beautz asked about MAC's recommendation to add the replacement of 30 1998 fixed route buses to the list as a very high priority. Les White agreed that would be a good idea and the maker and second of the motion accepted the following amendment:

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR NICOL

Adopt and submit to the SCCRTC the list of Unmet Transit and Paratransit needs as presented, except change Holiday Service from Low Priority to Moderate Priority and add Replacement of 30 1998 Fixed Route buses to the list as a Very High Priority

Discussion:

Director Reilly thanked Director Spence and MAC, stating it was good to have MAC's input even though all of their recommendations were not being incorporated at this time.

5-1.8

Les White clarified that there were two technical corrections that the Board had requested previously which were missed in this report, but would be made to the final draft:

1. On page #8.b1, regarding Route 71, the word “headways” will be changed to “frequencies”; and
2. On page #8.b2, the identification of “(AVL)” will be included after “Automated Vehicle Location”

Motion passed unanimously with all Directors present.

ADJOURN

There being no further business, Chair Tavantzis adjourned the meeting at 9:34 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/07 THRU 08/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
22611	08/03/07	223.13	002861	AMERICAN MESSAGING SVCS, LLC		13645	AUG PAGER/FLT	35.60	
						13646	AUG PAGER/FAC	187.53	
22612	08/03/07	64.00	E620	ANDRADE, GERALD		13551	DMV FEES	64.00	
22613	08/03/07	100.00	B003	BEAUTZ, JAN	7	13554	JULY BOARD MTGS	100.00	
22614	08/03/07	1,580.00	616	BROWN ARMSTRONG		13564	AUDIT SERVICES	1,580.00	
22615	08/03/07	100.00	B018	BUSTICHI, DENE	7	13555	JULY BOARD MTGS	100.00	
22616	08/03/07	120.00	014	CABRILLO COLLEGE		13627	FINGERPRINTING	120.00	
22617	08/03/07	634.52	739	CENTURY CHEVROLET		13294	REV VEH PARTS/PT	634.52	
22618	08/03/07	50.30	667	CITY OF SCOTTS VALLEY		13547	5/15-7/15 KINGS VLG	50.30	
22619	08/03/07	100.00	B014	CITY OF WATSONVILLE		13563	JULY BOARD MTGS	100.00	
22620	08/03/07	75.34	002063	COSTCO		13369	LOCAL MTG EXP	37.07	
						13652	PHOTO PROCESS/OPS	1.92	
						13653	PHOTO PROCESS/OPS	1.92	
						13654	PHOTO PROCESS/OPS	1.92	
						13655	PHOTO PROCESS/OPS	5.88	
						13656	PHOTO PROCESS/OPS	2.91	
						13657	PHOTO PROCESS/OPS	13.34	
						13658	PHOTO PROCESS/OPS	5.82	
						13659	PHOTO PROCESS/OPS	4.56	
22621	08/03/07	3,162.73	085	DIXON & SON TIRE, INC.		13285	TIRES & TUBES-PT	1,038.31	
						13346	TIRES & TUBES/FLT	508.00	
						13347	TIRES & TUBES/FLT	612.92	
						13348	TIRES & TUBES/FLT	1,003.50	
22622	08/03/07	3,100.00	432	EXPRESS PERSONNEL SERVICES		13552	TEMP/FIN W/E 7/8	1,550.00	
						13553	TEMP/FIN W/E 7/15	1,550.00	
22623	08/03/07	470.52	117	GILLIG CORPORATION		13302	REV VEH PARTS	470.52	
22624	08/03/07	48.96	546	GRANITE ROCK COMPANY		13473	REPAIRS/MAINTENANCE	48.96	
22625	08/03/07	632.82	001097	GREENWASTE RECOVERY, INC.		13599	JUL-SEP BIG BASIN	45.51	
						13600	JUL-SEP 2400 FREEDOM	45.51	
						13601	JUL-SEP FREE/BOWKER	45.51	
						13602	JUL-SEP AIRPORT/FREE	136.53	
						13603	JUL-SEP LOMOND/HWY9	45.51	
						13604	JUL-SEP HWY 17/BC	223.23	
						13605	JUL-SEP AIRPORT/FREE	91.02	
22626	08/03/07	100.00	B021	HAGEN, DONALD N.		13556	JULY BOARD MTGS	100.00	
22627	08/03/07	50.00	B006	HINKLE, MICHELLE	7	13557	JULY BOARD MTGS	50.00	
22628	08/03/07	92.62	166	HOSE SHOP, THE		13365	PARTS & SUPPLIES/FLT	13.71	
						13366	PARTS & SUPPLIES/FLT	78.91	
22629	08/03/07	28.26	036	KELLY-MOORE PAINT CO., INC.		13399	REPAIRS/MAINTENANCE	28.26	
22630	08/03/07	104.71	074	KENVILLE LOCKSMITHS	7	13160	REV VEH PARTS	94.94	
						13244	REPAIRS/MAINTENANCE	9.77	
22631	08/03/07	172.25	852	LAW OFFICES OF MARIE F. SANG	7	13403	WORKERS COMP CLAIM	172.25	
22632	08/03/07	135.13	040	LENZ ARTS, INC.		13431	EMP INCENTIVE-FRAMES	135.13	
22633	08/03/07	264.50	001992	LRP PUBLICATIONS		13660	DISABILITY BULLETIN	264.50	
22634	08/03/07	105.80	107A	LUMBERMENS		13245	PARTS & SUPPLIES	28.32	
						13349	PARTS & SUPPLIES/FLT	77.48	
22635	08/03/07	260.00	R490	MACDONALD, WILLIAM		13648	SETTLEMENT/RISK	260.00	
22636	08/03/07	723.94	041	MISSION UNIFORM		13247	UNIF/LAUNDRY-FLT	300.54	
						13248	UNIF/LAUNDRY-FLT	72.43	
						13249	UNIF/LAUNDRY-FLT	171.06	

5-2.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/07 THRU 08/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						13250	UNIF/LAUNDRY-FLT	49.42	
						13297	UNIF/LAUNDRY-PT	49.65	
						13318	UNIF/LAUNDRY-FAC	80.84	
22637	08/03/07	85.13	001454	MONTEREY BAY OFFICE PRODUCTS		13451	STAPLES FOR RICOH	85.13	
22638	08/03/07	238.44	R488	NABOR, GLENN		13650	SETTLEMENT/RISK	238.44	
22639	08/03/07	1,731.42	1116	NELSON, LUELLA E.		13549	ARBITRATION UTU 23	1,731.42	
22640	08/03/07	576.60	001063	NEW FLYER INDUSTRIES LIMITED		13387	REV VEH PARTS	576.60	
22641	08/03/07	100.00	B020	NICOL, KIRBY	7	13558	JULY BOARD MTGS	100.00	
22642	08/03/07	77.99	004	NORTH BAY FORD LINC-MERCURY		13286	REV VEH PARTS/PT	159.37	
						13391	CREDIT MEMO	-81.38	
22643	08/03/07	277.67	R489	NORTHERN CALIFORNIA CARPENTERS		13649	SETTLEMENT/RISK	277.67	
22644	08/03/07	763.96	872	PACIFIC MATERIAL HANDLING SOL.		13588	OUT REPAIR-EQUIP	763.96	
22645	08/03/07	3,715.02	043	PALACE ART & OFFICE SUPPLY		13375	OFFICE SUPPLIES/OPS	389.17	
						13384	OFFICE SUPPLIES/PUR	138.88	
						13407	OFFICE SUPPLIES/ADM	4.98	
						13408	OFFICE SUPPLIES/ADM	73.50	
						13429	OFFICE SUPPLIES/ADM	389.17	
						13448	OFFICE SUPPLIES/IT	1,206.79	
						13449	OFFICE SUPPLIES/IT	1,227.74	
						13614	OFFICE SUPPLIES	284.79	
22646	08/03/07	250.52	061	REGISTER PAJARONIAN		13370	PUB NOTICE ADM 7/12	250.52	
22647	08/03/07	50.00	B011	REILLY, EMILY	7	13559	JULY BOARD MTGS	50.00	
22648	08/03/07	1,321.54	R487	ROLF'S AIRPORT AUTO BODY		13651	SETTLEMENT/RISK	1,321.54	
22649	08/03/07	50.00	B015	ROTKIN, MIKE	7	13560	JULY BOARD MTGS	50.00	
22650	08/03/07	873.09	002713	SANTA CRUZ AUTO TECH, INC.		13539	OUT RPR REV VEH/PT	873.09	
22651	08/03/07	107.10	135	SANTA CRUZ AUTO PARTS, INC.		13316	PARTS & SUPPLIES/FLT	44.73	
						13317	PARTS & SUPPLIES/FLT	31.95	
						13378	REV VEH PTS/FLT	30.42	
22652	08/03/07	4,365.98	079	SANTA CRUZ MUNICIPAL UTILITIES		13620	6/28-7/25 ENCINAL	774.46	
						13621	6/28-7/25 ENCINAL	116.96	
						13622	6/28-7/25 DUBOIS	104.53	
						13623	6/28-7/25 1122 RIVER	94.34	
						13624	6/28-7/25 1200 RIVER	2,023.64	
						13625	6/28-7/25 138 GOLF	904.64	
						13626	6/28-7/25 111 DUBOIS	347.41	
22653	08/03/07	64.00	E622	SELLS, MARY		13548	DMV FEES	64.00	
22654	08/03/07	100.00	B012	SPENCE, PAT	7	13561	JULY BOARD MTGS	100.00	
22655	08/03/07	100.00	B017	STONE, MARK	7	13562	JULY BOARD MTGS	100.00	
22656	08/03/07	307.60	001733	STOODLEY'S SMALL ENGINE SERVIC	7	13385	OUT RPR-EQUIP	307.60	
22657	08/03/07	64.00	E621	TABAG, SERGIO		13550	DMV FEES	64.00	
22658	08/03/07	408.50	001752	THOMPSON PUBLISHING GROUP, INC.		13598	FAM/MED LEAVE HNBK	408.50	
22659	08/03/07	110.00	002675	THOMSON-WEST BARCLAYS		13575	PUBLIC SAFETY US	110.00	
22660	08/03/07	150.71	170	TOWNSEND'S AUTO PARTS		13486	CLEANING/PARTS /FLT	150.71	
22661	08/03/07	13,210.00	1118	UNITED SPAS MANUFACTURING INC		13644	RELOCATION/RELEASE	13,210.00	
22662	08/03/07	52.97	434B	VERIZON CALIFORNIA		13590	MT BIEWLASKI	52.97	
22663	08/10/07	98.50	763	ALEXANDER ELECTRIC		13731	OUT RPR BLDG & MAINT	98.50	
22664	08/10/07	43.50	886	ALL PURE WATER		13745	OFFICE SUPPLIES/FLT	43.50	
22665	08/10/07	200.00	R491	ARREDONDO, ANGELITA		13766	SETTLEMENT/RISK	200.00	
22666	08/10/07	3,801.83	001A	AT&T/MCI		13679	JULY PHONES/PT	54.99	
						13716	JULY PHONES/PT	500.54	

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						13762	JULY PHONES/IT	1,479.45	
						13779	JULY PHONES	1,766.85	
22667	08/10/07	150.00	478	BEE CLENE	0	13519	CARPET/RESEARCH PARK	150.00	
22668	08/10/07	269.90	580	BLOCK AND COMPANY, INC.		13760	OFFICE SUPPLIES/OPS	269.90	
22669	08/10/07	20.00	014	CABRILLO COLLEGE		13759	FINGERPRINTING	20.00	
22670	08/10/07	1,196.00	002287	CALIFORNIA SERVICE EMPLOYEES		13780	AUG MEDICAL	1,196.00	
22671	08/10/07	750.00	615	CALPELRA		13758	TRAIN/CONFER/AVILES	750.00	
22672	08/10/07	1,456.96	739	CENTURY CHEVROLET		13420	OUT RPR REV VEH-PT	749.43	
						13422	REV VEH PTS/PT	203.51	
						13521	REV VEH PTS/PT	504.02	
22673	08/10/07	1,976.46	130	CITY OF WATSONVILLE UTILITIES		13767	CONTAINER RODRIGUEZ	1,358.24	
						13768	5/2-7/5 RODRIGUEZ	481.86	
						13769	5/2-7/5 RODRIGUEZ	65.02	
						13770	5/2-7/5 RODRIGUEZ	71.34	
22674	08/10/07	4,915.69	909	CLASSIC GRAPHICS		13453	OUT RPR REV VEH	4,915.69	
22675	08/10/07	421.08	002870	COLE SUPPLY COMPANY, INC.		13460	CLEANING SUPPLIES	421.08	
22676	08/10/07	70.47	669	COMPUTER BOOK DIRECT		13774	4 WORD 07 BOOKS	70.47	
22677	08/10/07	26.54	002063	COSTCO		13446	LOCAL MEETING EXP	6.08	
						13702	PHOTO PROCESS/OPS	1.92	
						13703	PHOTO PROCESS/OPS	6.38	
						13704	PHOTO PROCESS/OPS	3.17	
						13765	PHOTO PROCESS/RISK	8.99	
22678	08/10/07	258.61	002814	CREATIVE BUS SALES, INC.		13720	REV VEH PTS/PT	258.61	
22679	08/10/07	2,336.04	504	CUMMINS WEST, INC.		13707	REV VEH PTS/FLT	260.04	
						13708	REV VEH PTS/FLT	2,076.00	
22680	08/10/07	48,627.82	001316	DEVCO OIL		13669	FUEL/LUB-FLT	48,627.82	
22681	08/10/07	7,158.54	085	DIXON & SON TIRE, INC.		13479	TIRES & TUBES/PT	1,547.01	
						13633	TIRES & TUBES/FLT	508.00	
						13634	TIRES & TUBES/FLT	752.63	
						13635	TIRES & TUBES/FLT	1,021.54	
						13636	TIRES & TUBES/FLT	1,173.17	
						13637	TIRES & TUBES/FLT	2,156.19	
22682	08/10/07	55.00	002388	DOGHERRA'S	7	13541	TOWING # 313/PT	55.00	
22683	08/10/07	329.00	861	EMPLOYER RESOURCE INSTITUTE		13722	CA/OSHA COMPLIANCE	329.00	
22684	08/10/07	1,550.00	432	EXPRESS PERSONNEL SERVICES		13757	TEMP/FIN W/E 7/22	1,550.00	
22685	08/10/07	189.00	E397	GALLAGHER, MARGARET		13747	EDUCATION IN MNGMNT	189.00	
22686	08/10/07	85.00	R492	GUEVARA FIERRO, EVA		13761	SETTLEMENT/RISK	85.00	
22687	08/10/07	229.39	E322	HICKEY, MARK		13763	SAFETY DVD	229.39	
22688	08/10/07	271.38	166	HOSE SHOP, THE		13516	REPAIRS/MAINTENANCE	104.10	
						13517	REV VEH PARTS/FLT	167.28	
22689	08/10/07	3,306.12	809	IBM CORPORATION		13764	7/07-6/08 MAINTENANC	3,306.12	
22690	08/10/07	150.00	443	JOB FAIR		13748	JOB FAIR FEES	150.00	
22691	08/10/07	655.93	041	MISSION UNIFORM		13364	UNIF/LAUNDRY/FAC	106.32	
						13503	CREDIT MEMO	-594.96	
						13504	UNIF/LAUNDRY-FLT	116.94	
						13505	UNIF/LAUNDRY-FLT	72.43	
						13506	UNIF/LAUNDRY-FLT	54.05	
						13507	UNIF/LAUNDRY-FLT	864.51	
						13734	UNIF/LAUNDRY/FAC	18.32	
						13735	UNIF/LAUNDRY/FAC	18.32	

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22692	08/10/07	3,557.00	001063	NEW FLYER INDUSTRIES LIMITED		13491	REV VEH PARTS	2,011.04	
						13492	REV VEH PARTS	884.80	
						13493	REV VEH PARTS	351.63	
						13494	REV VEH PARTS	309.53	
22693	08/10/07	19,587.34	009	PACIFIC GAS & ELECTRIC		13689	6/29-7/31 1200 RIVER	1,748.32	
						13690	6/30-7/31 ENCINAL	3,519.24	
						13691	7/3-7/30 1122 RIVER	196.26	
						13692	6/29-7/31 115 DUBOIS	22.83	
						13693	6/29-7/31 115 DUBOIS	222.81	
						13694	6/29-7/31 115 DUBOIS	13.93	
						13706	JULY CNG-FLT	13,863.95	
22694	08/10/07	164.38	043	PALACE ART & OFFICE SUPPLY		13571	OFFICE SUPPLIES/FLT	58.29	
						13595	OFFICE SUPPLIES/FIN	54.35	
						13688	OFFICE SUPPLIES/OPS	51.74	
22695	08/10/07	70.00	481	PIED PIPER EXTERMINATORS, INC.		13713	JULY PEST CONTROL	70.00	
22696	08/10/07	293.34	002819	PORTOSAN COMPANY, L.L.C.					VOIDED
	08/16/07	-293.34				13520	REV VEH PTS/PT	0.00	
22697	08/10/07	50.00	B011	REILLY, EMILY	7	13777	JULY BOARD MTG	50.00	
22698	08/10/07	50.00	B015	ROTKIN, MIKE	7	13778	JULY BOARD MTG	50.00	
22699	08/10/07	1,490.90	018	SALINAS VALLEY FORD SALES		13739	SAFETY SUPPLIES/PART	1,490.90	
22701	08/10/07	1,079.50	002713	SANTA CRUZ AUTO TECH, INC.		13478	OUT RPR REV VEH	296.29	
						13525	OUT RPR REV VEH/PT	55.44	
						13526	OUT RPR REV VEH/PT	55.44	
						13527	OUT RPR REV VEH/PT	55.44	
						13528	OUT RPR REV VEH/PT	49.00	
						13529	OUT RPR REV VEH/PT	49.00	
						13530	OUT RPR REV VEH/PT	49.00	
						13531	OUT RPR REV VEH/PT	49.00	
						13532	OUT RPR REV VEH/PT	49.00	
						13533	OUT RPR REV VEH/PT	49.00	
						13534	OUT RPR REV VEH/PT	49.00	
						13535	OUT RPR REV VEH/PT	49.00	
						13536	OUT RPR REV VEH/PT	49.00	
						13537	OUT RPR REV VEH/PT	49.00	
						13540	OUT RPR REV VEH/PT	126.89	
22702	08/10/07	440.88	135	SANTA CRUZ AUTO PARTS, INC.		13423	REV VEH PTS/PT	153.54	
						13424	REV VEH PTS/PT	110.14	
						13469	EMPLOYEE TOOL/FLT	86.32	
						13665	REV VEH PTS/FLT	90.88	
22703	08/10/07	2,539.05	079	SANTA CRUZ MUNICIPAL UTILITIES		13695	6/29-7/27 PACIFIC	95.02	
						13696	6/29-7/27 PACIFIC	2,444.03	
22704	08/10/07	54.26	M054	SLOAN, FRANCIS	7	9000825	MED PYMT SUPP	54.26	
22705	08/10/07	627.00	002847	STATE OF CA-EDD		13670	PARADISE LEVY	627.00	
22706	08/10/07	18.34	104	STATE STEEL COMPANY		13472	PARTS & SUPPLIES/FLT	18.34	
22707	08/10/07	27,696.55	970	THE MECHANICS BANK		13756	JUNE RETAINAGE/MB	27,696.55	
22708	08/10/07	156.18	002504	TIFCO INDUSTRIES		13457	PARTS & SUPPLIES/FLT	65.78	
						13495	SAFETY SUPPLIES	90.40	
22709	08/10/07	94.23	170	TOWNSEND'S AUTO PARTS		13485	REV VEH PTS/FLT	94.23	
22710	08/10/07	13,324.33	057	U.S. BANK		13771	4246044555645971	2,274.77	
						13772	4246044555645971	1,855.71	

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						13773	4246044555645971	1,505.55	
						13775	4246044555645971	6,270.14	
						13776	4246044555645971	1,418.16	
22711	08/10/07	56.05	007	UNITED PARCEL SERVICE		13675	FRT OUT/FLT	56.05	
22712	08/10/07	5,735.96	001083	WATSONVILLE TRANSPORTATION, INC		13542	7/11-7/15 PT SVCS	2,027.82	
						13543	7/1-7/10 PT SVCS	3,708.14	
22713	08/10/07	249,268.95	002887	WEST BAY BUILDERS, INC.		13755	CONST SVC MB TO 6/30	249,268.95	
22714	08/10/07	149.74	436	WEST PAYMENT CENTER		13594	CA CIV PRAC UPDATE	149.74	
22715	08/10/07	97.94	E404	WILSON, BONNIE		13749	POSTAGE	5.21	
						13750	OFFICE SUPPLIES	7.04	
						13751	OFFICE SUPPLIES	13.02	
						13752	OFFICE SUPPLIES	27.18	
						13753	OFFICE SUPPLIES	29.23	
						13754	OFFICE SUPPLIES	16.26	
22716M	08/10/07	2,589.00	R493	EVA GUEVARA FIERO & SETTLEMENT/RISK		13936	SETTLEMENT/RISK	2,589.00	MANUAL
22717	08/17/07	439.26	001263	ABBOTT STREET RADIATOR, INC.		13476	OUT RPR REV VEH	439.26	
22718	08/17/07	295.34	856	ANGI INTERNATIONAL LLC		13591	REPAIRS/MAINTENANCE	295.34	
22719	08/17/07	16,839.80	941	ASSURANT EMPLOYEE BENEFITS		13927	AUG LTD INS	16,839.80	
22720	08/17/07	1,432.20	059	BATTERIES USA, INC.		13710	REV VEH PTS/FLT	1,432.20	
22721	08/17/07	75.00	001856	BAY COMMUNICATIONS	7	13823	OUT RPR-EQUIP	75.00	
22722	08/17/07	801.64	002412	BORDEN DECAL		13680	REV VEH PTS/FLT	801.64	
22723	08/17/07	527.13	002189	BUS & EQUIPMENT		13567	REV VEH PTS/PT	233.79	
						13937	REV VEH PTS/PT	293.34	
22724	08/17/07	799.42	918	CELTIC COMPUTER SYSTEMS, INC.		13786	OFFICE SUPPLIES/IT	799.42	
22725	08/17/07	2,312.99	739	CENTURY CHEVROLET		13565	OUT RPR REV VEH/PT	2,312.99	
22726	08/17/07	896.50	001346	CITY OF SANTA CRUZ		13885	INSPECTION SVCS/MB	896.50	
22727	08/17/07	10.01	130	CITY OF WATSONVILLE UTILITIES		13926	7/1-8/1 RODRIGUEZ	10.01	
22728	08/17/07	277.25	001113	CLARKE, SUSAN		13788	EXT BUS ANNOUNC/AUD	277.25	
22729	08/17/07	4,144.88	909	CLASSIC GRAPHICS		13632	OUT RPR REV VEH/FLT	4,144.88	
22730	08/17/07	19,086.56	002569	COMERICA BANK		13794	WORK COMP FUND	19,086.56	
22731	08/17/07	214.23	002063	COSTCO		13452	RENEWAL THRU 09/08	100.00	
						13787	OFFICE SUPPLIES/FIN	114.23	
22732	08/17/07	318.30	1115	CPEP		13596	POCKET GUIDES/LGL	123.45	
						13597	POCKET GUIDES/HRD	194.85	
22733	08/17/07	374.94	002814	CREATIVE BUS SALES, INC.		13909	REV VEH PTS/PT	152.42	
						13911	REV VEH PTS/PT	222.52	
22734	08/17/07	1,389.88	001048	CRUZ CAR WASH		13912	VEH WASH/PT	1,389.88	
22735	08/17/07	45.73	504	CUMMINS WEST, INC.		13643	REV VEH PTS/FLT	45.73	
22736	08/17/07	493.99	131	CUMMINS-ALLISON CORP.		13886	6/07-6/08 MAINT	493.99	
22737	08/17/07	37,076.76	800	DELTA DENTAL PLAN		13928	AUG DENTAL	37,076.76	
22738	08/17/07	2,245.95	480	DIESEL MARINE ELECTRIC, INC.		13475	REV VEH PTS/FLT	2,245.95	
22739	08/17/07	6,415.01	085	DIXON & SON TIRE, INC.		13638	TIRES & TUBES/FLT	2,874.92	
						13639	TIRES & TUBES/FLT	1,254.38	
						13640	TIRES & TUBES/FLT	1,037.16	
						13641	TIRES & TUBES/FLT	1,182.55	
						13642	TIRES & TUBES/FLT	66.00	
22740	08/17/07	390.08	001097	GREENWASTE RECOVERY, INC.		13842	JULY RESEARCH PARK	170.56	
						13844	JULY MT HERMON/KINGS	57.60	
						13845	JULY 246 KINGS VLG	161.92	

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22741	08/17/07	61,097.50	001035	HARRIS & ASSOCIATES		13849	MB JUN 07 PROF SVCS	61,097.50	
22742	08/17/07	41.04	510A	HASLER, INC.		13890	9/1-9/30 RENTAL/PT	41.04	
22743	08/17/07	136.01	215	IKON OFFICE SOLUTIONS		13790	6/19-7/19 MAINT/ADM	136.01	
22744	08/17/07	366.00	167	KEYSTON BROTHERS		13705	OTH MOB SUPP/FLT	366.00	
22745	08/17/07	458.64	039	KINKO'S INC.		13697	PRINTING/OPS	6.52	
						13698	PRINTING/OPS	18.51	
						13699	PRINTING/OPS	204.29	
						13887	MAPS FOR DISPATCH	6.52	
						13888	MAPS FOR DISPATCH	18.51	
						13889	MAPS FOR DISPATCH	204.29	
22746	08/17/07	187.36	002240	KLEEN-RITE	7	13572	REPAIRS/MAINTENANCE	187.36	
22747	08/17/07	294.00	001093	KROLL LABORATORY SPECIALISTS		13789	JUN-JUL DRUG TESTS	294.00	
22748	08/17/07	4,260.05	852	LAW OFFICES OF MARIE F. SANG	7	13835	WORKERS COMP CLAIMS	912.00	
						13836	WORKERS COMP CLAIMS	816.00	
						13837	WORKERS COMP CLAIMS	320.00	
						13838	WORKERS COMP CLAIMS	80.00	
						13839	WORKERS COMP CLAIMS	64.00	
						13840	WORKERS COMP CLAIMS	1,892.05	
						13841	WORKERS COMP CLAIMS	176.00	
22749	08/17/07	46.41	107A	LUMBERMENS		13474	PARTS & SUPPLIES/FAC	46.41	
22750	08/17/07	23.87	013	MCI SERVICE PARTS, INC.		13589	PARTS & SUPPLIES/FLT	23.87	
22751	08/17/07	716.28	041	MISSION UNIFORM		13488	UNIF/LAUNDRY-FAC	80.84	
						13508	UNIF/LAUNDRY-FLT	49.42	
						13509	UNIF/LAUNDRY-FLT	143.25	
						13510	UNIF/LAUNDRY-FLT	295.56	
						13522	UNIF/LAUNDRY-PT	51.20	
						13581	UNIF/LAUNDRY-FLT	72.43	
						13592	UNIF/LAUNDRY-FLT	-13.06	
						13736	UNIF/LAUNDRY/FAC	18.32	
						13740	UNIF/LAUNDRY/FAC	18.32	
22752	08/17/07	303.30	001063	NEW FLYER INDUSTRIES LIMITED		13615	REV VEH PTS	101.20	
						13616	REV VEH PARTS	18.00	
						13617	REV VEH PTS	184.10	
22753	08/17/07	2,555.09	002721	NEXTEL COMMUNICATIONS		13891	7/4-8/3 PHONES/PT	2,555.09	
22754	08/17/07	93.99	004	NORTH BAY FORD LINC-MERCURY		13477	REV VEH PTS/FLT	6.84	
						13566	OUT RPR REV VEH/PT	87.15	
22755	08/17/07	359.63	042	ORCHARD SUPPLY HARDWARE		13824	REPAIRS/MAINTENANCE	143.02	
						13825	REPAIRS/MAINTENANCE	24.99	
						13829	REPAIRS/MAINTENANCE	145.62	
						13830	REPAIRS/MAINTENANCE	48.68	
						13831	CREDIT MEMO	-2.68	
22756	08/17/07	7,955.51	009	PACIFIC GAS & ELECTRIC		13843	7/4-8/3 920 PACIFIC	1,973.91	
						13846	6/29-7/31 FLEET	5,981.60	
22757	08/17/07	337.78	043	PALACE ART & OFFICE SUPPLY		13791	OFFICE SUPPLIES/ADM	61.32	
						13792	OFFICE SUPPLIES/ADM	43.29	
						13795	OFFICE SUPPLIES/HRD	233.17	
22758	08/17/07	574.00	481	PIED PIPER EXTERMINATORS, INC.		13807	AUG PEST CONTROL	53.00	
						13808	AUG PEST CONTROL	48.50	
						13809	AUG PEST CONTROL	183.00	
						13810	AUG PEST CONTROL	241.00	

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22759	08/17/07	109.32	061A	REGISTER PAJARONIAN		13811	AUG PEST CONTROL	48.50	
22760	08/17/07	63,286.93	904	RNL DESIGN		13573	CLASS ADV-PURCH	109.32	
						13826	PROF SVC THRU 6/30	57,363.03	
						13827	PROF SVC THRU 6/30	2,026.40	
						13828	PROF SVC THRU 6/30	3,897.50	
22761	08/17/07	907.35	001379	SAFETY-KLEEN SYSTEMS, INC.		13515	HAZ WASTE DISP	907.35	
22762	08/17/07	336.07	002713	SANTA CRUZ AUTO TECH, INC.		13538	OUT RPR REV VEH/PT	160.95	
						13568	OUT RPR REV VEH/PT	175.12	
22763	08/17/07	1,100.64	135	SANTA CRUZ AUTO PARTS, INC.		13467	PARTS & SUPPLIES/FLT	12.35	
						13468	OTH MOB SUPP/FLT	20.57	
						13489	REV VEH PTS/FLT	492.16	
						13490	OTH MOB SUPP-FLT	22.22	
						13511	SAFETY SUPPLIES/FLT	316.71	
						13512	REV VEH PTS/PT	53.38	
						13523	REV VEH PTS/PT	100.00	
						13524	REV VEH PTS/PT	83.25	
22764	08/17/07	308.26	079	SANTA CRUZ MUNICIPAL UTILITIES		13847	6/6-8/2 RESEARCH	308.26	
22765	08/17/07	17,451.63	977	SANTA CRUZ TRANSPORTATION, LLC		13907	JUN/JUL 07 PT SVCS	17,451.63	
22766	08/17/07	492.00	957	SECURITY SHORING & STEEL PLT		13799	STEEL PLATE RENTAL	492.00	
22767	08/17/07	30.00	880	SEISINT, INC.		13793	PROF/TECH SVC/RISK	30.00	
22768	08/17/07	110.00	001121	SILENT PARTNER SECURITY SYS.		13929	8/1-9/30 SEC/ VERNON	110.00	
22769	08/17/07	10,906.70	001648	STEVE'S UNION SERVICE		13821	JULY FUEL/FLT	19.75	
						13915	JULY FUEL/PT	10,886.95	
22770	08/17/07	406.22	002504	TIFCO INDUSTRIES		13618	PARTS & SUPPLY/FLT	29.43	
						13684	PARTS & SUPPLY/FLT	376.79	
22771	08/17/07	166.74	170	TOWNSEND'S AUTO PARTS		13487	REV VEH PTS/FLT	166.74	
22772	08/17/07	40.06	007	UNITED PARCEL SERVICE		13813	FRT OUT/FLT	40.06	
22773	08/17/07	2,000.00	002873	USPS-HASLER		13925	POSTAGE/ADM	2,000.00	
22774	08/17/07	4,307.47	002829	VALLEY POWER SYSTEMS, INC.		13279	REV VEH PTS/FLT	90.88	
						13398	OUT RPR REV VEH	3,825.55	
						13454	REV VEH PARTS	842.33	
						13455	REV VEH PARTS	61.54	
						13456	REV VEH PARTS	980.93	
						13574	OUT RPR REV VEH	4,085.55	
						13593	CREDIT MEMO	-10,488.70	
						13619	OUT RPR #2306	4,909.39	
22775	08/17/07	3,352.22	001083	WATSONVILLE TRANSPORTATION, INC		13908	7/26-7/31 07 PT SVCS	3,352.22	
22776	08/17/07	1,104.25	186	WILSON, GEORGE H., INC.		13865	REPAIRS/MAINTENANCE	120.63	
						13866	OUT RPR-BLD & IMP	929.85	
						13867	REPAIRS/MAINTENANCE	53.77	
22777	08/17/07	67.65	147	ZEE MEDICAL SERVICE CO.		13876	SAFETY SUPPLIES	67.65	
22778	08/24/07	494.65	001263	ABBOTT STREET RADIATOR, INC.		13676	OUT RPR REV VEH/FLT	494.65	
22779	08/24/07	25.26	002689	B & B SMALL ENGINE		13834	SMALL TOOL-FAC	25.26	
22780	08/24/07	48.42	M033	BAILEY, NEIL	7	9001200	MED PYMT SUPP	48.42	
22781	08/24/07	50.32	M068	BASS, BETTY	7	9001213	MED PYMT SUPP	50.32	
22782	08/24/07	1,255.50	351	BEI CORPORATION		13943	OUT REPAIR/EQUIP/IT	1,255.50	
22783	08/24/07	101.56	034	BLUEPRINT EXPRESS	7	14059	BLUEPRINTS FOR MB	101.56	
22784	08/24/07	650.66	002412	BORDEN DECAL		13666	REV VEH PTS/FLT	650.66	
22785	08/24/07	42.98	E460	BOYD, MICHAEL		13947	REPAIRS/MAINTENANCE	42.98	
22786	08/24/07	177.12	M072	BRIDINGER, CHRIS	7	9001216	MED PYMT SUPP	177.12	

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22787	08/24/07	48.42	M078	BRIDINGER, DENISE	7	9001221	MED PYMT SUPP	48.42	
22788	08/24/07	48.42	M079	BROGDON, ROY		9001222	MED PYMT SUPP	48.42	
22789	08/24/07	1,180.00	616	BROWN ARMSTRONG		13959	AUDIT SERVICES	1,180.00	
22790	08/24/07	122.64	M022	CAPELLA, KATHLEEN	7	9001199	MED PYMT SUPP	122.64	
22791	08/24/07	72.10	001230	CAPITOL CLUTCH & BRAKE, INC.		13715	REV VEH PTS/FLT	72.10	
22792	08/24/07	24.22	M080	CARR, DALE	7	9001223	MED PYMT SUPP	24.22	
22793	08/24/07	1,229.30	002627	CDW GOVERNMENT, INC.		13941	OFFICE SUPPLIES/IT	1,229.30	
22794	08/24/07	61.33	M073	CENTER, DOUG	7	9001217	MED PYMT SUPP	61.33	
22795	08/24/07	900.00	983	CENTRAL MAINTENANCE COMPANY		13733	JANITORIAL SVCS/PT	900.00	
22796	08/24/07	1,025.00	001099	CERTS, LLC		13667	CRANE INSP/LOAD TEST	1,025.00	
22797	08/24/07	24.22	M036	CERVANTES, GLORIA	7	9001201	MED PYMT SUPP	24.22	
22798	08/24/07	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		13848	AUG LEGISLATIVE SVCS	5,000.00	
22799	08/24/07	32.30	M090	CLARKE, PATRICIA	7	9001229	MED PYMT SUPP	32.30	
22800	08/24/07	184.00	367	COMMUNITY TELEVISION OF		13956	TV COVERAGE 7/27 MTG	184.00	
22801	08/24/07	23.84	002063	COSTCO		13969	PHOTO PROCESS/OPS	9.28	
						13970	PHOTO PROCESS/OPS	3.57	
						13971	PHOTO PROCESS/OPS	9.40	
						13972	PHOTO PROCESS/OPS	1.59	
22802	08/24/07	72.86	M116	CRAMBLETT, LAWRENCE		9001246	MED PYMT SUPP	72.86	
22803	08/24/07	61.33	M092	CRAWFORD, TERRI	7	9001230	MED PYMT SUPP	61.33	
22804	08/24/07	144.54	504	CUMMINS WEST, INC.		13587	REV VEH PTS/FLT	110.93	
						13671	REV VEH PTS/FLT	33.61	
22805	08/24/07	24.22	M039	DAVILA, ANA MARIA	7	9001202	MED PYMT SUPP	24.22	
22806	08/24/07	1,269.35	157	DELL MARKETING L.P.		13944	D520 LAPTOP/CAPITAL	1,269.35	
22807	08/24/07	66,348.06	001316	DEVCO OIL		13935	8/1-8/13 FUEL-FLT	66,348.06	
22808	08/24/07	1,602.56	R495	DICESARE, RAQUEL		14058	SETTLEMENT/RISK	1,602.56	
22809	08/24/07	600.00	002624	DIGITAL RECORDERS		13672	REV VEH PARTS/FLT	250.00	
						13673	REV VEH PTS	350.00	
22810	08/24/07	1,203.24	085	DIXON & SON TIRE, INC.		13711	TIRES & TUBES/FLT	788.37	
						13712	TIRES & TUBES/FLT	414.87	
22811	08/24/07	61.33	M095	DIXON, GEORGE	7	9001231	MED PYMT SUPP	61.33	
22813	08/24/07	615.00	916	DOCTORS ON DUTY		13974	5/31 DRUG TEST	25.00	
						13975	6/12 DRUG TEST	25.00	
						13976	6/12 DRUG TEST	25.00	
						14000	6/19 DRUG TEST	100.00	
						14001	6/20 DRUG TEST	25.00	
						14002	6/20 DRUG TEST	30.00	
						14003	6/21 DRUG TEST	25.00	
						14004	6/21 DRUG TEST	30.00	
						14005	6/24 DRUG TEST	25.00	
						14006	6/26 DRUG TEST	25.00	
						14007	6/26 DRUG TEST	25.00	
						14008	6/26 DRUG TEST	25.00	
						14009	6/26 DRUG TEST	25.00	
						14010	6/26 DRUG TEST	25.00	
						14011	6/29 DRUG TEST	25.00	
						14012	7/2 DRUG TEST	25.00	
						14013	7/13 DRUG TEST	25.00	
						14014	7/14 DRUG TEST	25.00	
						14015	7/15 DRUG TEST	25.00	

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						14016	7/15 DRUG TEST	30.00	
						14017	7/17 DRUG TEST	25.00	
22814	08/24/07	61.33	M096	DRAKE, JUDITH	7	9001232	MED PYMT SUPP	61.33	
22815	08/24/07	500.00	002862	ECOLOGICAL CONCERNS INC.		13957	WATER DRAINAGE/MB	500.00	
22816	08/24/07	25.00	298	ERGOMETRICS		13785	SCORING SERVICES	25.00	
22817	08/24/07	8.99	002307	EWING IRRIGATION PRODUCTS		13681	CREDIT MEMO	-15.54	
						13682	REPAIRS/MAINTENANCE	24.53	
22818	08/24/07	3,100.00	432	EXPRESS PERSONNEL SERVICES		13960	TEMP/FIN W/E 8/5	3,100.00	
22819	08/24/07	61.33	M098	FAUCI, SUSAN	7	9001233	MED PYMT SUPP	61.33	
22820	08/24/07	61.33	M099	FIKE, LOUIS	7	9001234	MED PYMT SUPP	61.33	
22821	08/24/07	150.00	R494	FITZPATRICK, MICHELLE		14057	SETTLEMENT/RISK	150.00	
22822	08/24/07	661.56	015	FRANICH LINCOLN MERCURY		13916	OUT RPR REV VEH/PT	661.56	
22823	08/24/07	154.94	M074	GABRIELE, BERNARD	7	9001218	MED PYMT SUPP	154.94	
22824	08/24/07	24.22	M040	GARBEZ, LINDA	7	9001203	MED PYMT SUPP	24.22	
22825	08/24/07	48.42	M100	GARCIA, SANTIAGO	7	9001235	MED PYMT SUPP	48.42	
22826	08/24/07	725.24	647	GFI GENFARE		13631	REV VEH PTS/FLT	725.24	
22827	08/24/07	61.33	M101	GOES, ALAN	7	9001236	MED PYMT SUPP	61.33	
22828	08/24/07	48.42	M041	GOUVEIA, ROBERT	7	9001204	MED PYMT SUPP	48.42	
22829	08/24/07	50.00	E093	GROEMAN, BRUCE		14063	DMV FEES	50.00	
22830	08/24/07	48.42	M081	HALL, JAMES	7	9001224	MED PYMT SUPP	48.42	
22831	08/24/07	48.83	510A	HASLER, INC.		13954	9/1-9/30 RENTAL/ADM	48.83	
22832	08/24/07	241.33	M016	HICKLIN, DONALD KENT	7	9001198	MED PYMT SUPP	241.33	
22833	08/24/07	1,283.56	002316	HIGHLAND GRAPHICS	7	13781	CONVENIENCE CARDS/MC	1,283.56	
22834	08/24/07	24.25	M082	HINDIN, LENORE	7	9001225	MED PYMT SUPP	24.25	
22835	08/24/07	28,000.00	002116	HINSHAW, EDWARD & BARBARA	7	9001192	370 ENCINAL RENT	28,000.00	
22836	08/24/07	62.96	M043	HOLODNICK, JAMES	7	9001205	MED PYMT SUPP	62.96	
22837	08/24/07	16.98	166	HOSE SHOP, THE		13714	PARTS & SUPPLY/FLT	16.98	
22838	08/24/07	72.86	M075	HOWARD, CAROL	7	9001219	MED SUPP PYMT	72.86	
22839	08/24/07	36.00	215A	IKON FINANCIAL SERVICES		13968	SERVICE CHARGE/OPS	36.00	
22840	08/24/07	14,214.64	002117	IULIANO	7	9001193	111 DUBOIS RENT	11,214.64	
						9001194	115 DUBOIS RENT	3,000.00	
22841	08/24/07	61.33	M069	JACOBS, KENNETH	7	9001214	MED PYMT SUPP	61.33	
22842	08/24/07	32.30	M103	JEMISON, MAURICE	7	9001237	MED PYMT SUPP	32.30	
22843	08/24/07	2,617.84	110	JESSICA GROCERY STORE, INC.		9001195	CUSTODIAL SERVICES	2,617.84	
22844	08/24/07	61.33	M104	JUSSEL, PETE	7	9001238	MED PYMT SUPP	61.33	
22845	08/24/07	377.09	M061	KAMEDA, TERRY	7	9001211	MED PYMT SUPP	377.09	
22846	08/24/07	32.30	M105	KOHAMA, MARY	7	9001239	MED PYMT SUPP	32.30	
22847	08/24/07	1,779.25	001123	LAW OFFICES OF GERALD R. MCKAY		13884	4/28 PROF SVCS	1,779.25	
22848	08/24/07	192.00	852	LAW OFFICES OF MARIE F. SANG	7	13782	WORKERS COMP CLAIM	192.00	
22849	08/24/07	165.56	107A	LUMBERMENS		13611	SMALL TOOL/FAC	38.22	
						13612	SMALL TOOL/FAC	81.36	
						13661	REPAIRS/MAINTENANCE	36.23	
						13663	REPAIRS/MAINTENANCE	9.75	
22850	08/24/07	211.67	511	LUMINATOR		13742	OUT RPR REV VEH	211.67	
22851	08/24/07	32.30	M106	LYALL, JOHN	7	9001240	MED PYMT SUPP	32.30	
22852	08/24/07	1,407.00	001119	MACERICH PARTNERSHIP LP	7	9001191	CAPITOLA MALL RENT	1,407.00	
22853	08/24/07	61.33	M108	MILLER, FOREST	7	9001241	MED PYMT SUPP	61.33	
22854	08/24/07	659.37	041	MISSION UNIFORM		13569	UNIF/LAUNDRY-FAC	79.13	
						13576	UNIF/LAUNDRY-FLT	49.42	
						13577	UNIF/LAUNDRY-FLT	164.11	

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						13578	UNIF/LAUNDRY-FLT	289.46	
						13580	UNIF/LAUNDRY-FLT	58.93	
						13737	UNIF/LAUNDRY/FAC	18.32	
22855	08/24/07	1,238.66	288	MUNCIE TRANSIT SUPPLY		13683	REV VEH PTS/FLT	1,238.66	
22856	08/24/07	150.00	528	NCHRA-NORTHERN CALIFORNIA		14060	1YR MEMBERSHIP DUES	150.00	
22857	08/24/07	123.94	001063	NEW FLYER INDUSTRIES LIMITED		13743	REV VEH PARTS	6.48	
						13744	REV VEH PARTS	117.46	
22858	08/24/07	117.60	004	NORTH BAY FORD LINC-MERCURY		13585	REV VEH PTS/FLT	11.27	
						13586	REV VEH PTS/FLT	106.33	
22859	08/24/07	24.22	M050	O'MARA, KATHLEEN	7	9001206	MED PYMT SUPP	24.22	
22860	08/24/07	45,937.50	001080	OCTAGON RISK SERVICES, INC.		13962	JUNE-AUG WC ADM FEE	45,937.50	
22861	08/24/07	3,370.55	009	PACIFIC GAS & ELECTRIC		13987	7/17-8/13 RESEARCH	1,034.69	
						13989	6/13-8/9 KINGS VLG	2,335.86	
22862	08/24/07	73.81	043	PALACE ART & OFFICE SUPPLY		13513	OFFICE SUPPLIES/FAC	31.77	
						13942	OFFICE SUPPLIES/IT	42.04	
22863	08/24/07	346.62	M057	PARHAM, WALLACE	7	9001209	MED PYMT SUPP	346.62	
22864	08/24/07	48.42	M051	PENDRAGON, LINDA	7	9001207	MED PYMT SUPP	48.42	
22865	08/24/07	62.96	M109	PEREZ, CHERYL		9001242	MED PYMT SUPP	62.96	
22866	08/24/07	308.52	M064	PETERS, TERRIE	7	9001212	MED PYMT SUPP	308.52	
22867	08/24/07	61.33	M070	PICARELLA, FRANCIS	7	9001215	MED PYMT SUPP	61.33	
22868	08/24/07	70.00	481	PIED PIPER EXTERMINATORS, INC.		14041	PEST CONTROL	70.00	
22869	08/24/07	61.33	M117	POLANCO, ANDRES		9001247	MED PYMT SUPP	61.33	
22870	08/24/07	346.62	M058	POTEETE, BEVERLY	7	9001210	MED PYMT SUPP	346.62	
22871	08/24/07	47.24	527	RECARO NORTH AMERICA, INC.		13686	REV VEH PTS/FLT	47.24	
22872	08/24/07	525.00	847	ROMA DESIGN GROUP					VOIDED
	08/30/07	-525.00				13668	REV VEH PTS/FLT	0.00	
22873	08/24/07	315.76	M005	ROSS, EMERY	7	9001196	MED PYMT SUPP	315.76	
22874	08/24/07	48.42	M085	ROSSI, DENISE	7	9001226	MED PYMT SUPP	48.42	
22875	08/24/07	32.30	M111	SANCHEZ, FELIX	7	9001243	MED PYMT SUPP	32.30	
22876	08/24/07	263.04	002713	SANTA CRUZ AUTO TECH, INC.		13607	OUT RPR REV VEH/PT	129.89	
						13608	OUT RPR REV VEH/PT	133.15	
22877	08/24/07	529.72	135	SANTA CRUZ AUTO PARTS, INC.		13570	REV VEH PTS/FLT	9.39	
						13582	PARTS & SUPPLY-FLT	8.20	
						13583	REV VEH PTS/FLT	9.85	
						13584	REV VEH PTS/FLT	143.22	
						13606	REV VEH PTS/PT	32.99	
						13609	REV VEH PTS/PT	168.65	
						13613	REV VEH PTS/FLT	7.39	
						13628	PARTS & SUPPLY/FLT	11.63	
						13629	PARTS & SUPPLY/FLT	44.73	
						13630	REV VEH PTS/FLT	27.41	
						13677	REV VEH PTS/PT	6.26	
						13678	REV VEH PTS/PT	60.00	
22878	08/24/07	264.00	001523	SANTA CRUZ MEDICAL CLINIC	7	13950	MEDICAL EXAM	66.00	
						13985	MEDICAL EXAMS	66.00	
						13986	MEDICAL EXAM	66.00	
						14018	MEDICAL EXAM	66.00	
22879	08/24/07	7.18	079	SANTA CRUZ MUNICIPAL UTILITIES		13988	7/1-7/31 LANDFILL	7.18	
22880	08/24/07	502.10	149	SANTA CRUZ SENTINEL		13783	JUL ADVERTISING/ADM	354.00	
						13832	CLASS ADV-FLT	148.10	

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22881	08/24/07	910.75	001	SBC		13973	JULY REPEATERS/OPS	412.44	
						14026	AUG REPEATERS/OPS	402.44	
						14044	JULY REPEATERS/OPS	95.87	
22882	08/24/07	25.56	002447	SETON IDENTIFICATION PRODUCTS		14062	NAMEPLATE/FAC	25.56	
22883	08/24/07	2,500.00	002267	SHAW & YODER, INC.		13958	JUN LEGISLATIVE SVC	2,500.00	
22884	08/24/07	363.97	M010	SHORT, SLOAN	7	9001197	MED PYMT SUPP	363.97	
22885	08/24/07	61.33	M112	SILVA, EDUARDO	7	9001244	MED PYMT SUPP	61.33	
22886	08/24/07	100.00	B016	SKILLICORN, DALE	7	13963	AUG BOARD MTGS	100.00	
22887	08/24/07	48.42	M054	SLOAN, FRANCIS	7	9001208	MED PYMT SUPP	48.42	
22888	08/24/07	11,353.50	001075	SOQUEL III ASSOCIATES	7	9001190	RESEARCH PARK RENT	11,353.50	
22889	08/24/07	759.28	001976	SPORTWORKS NORTHWEST, INC.		13738	REV VEH PTS/FLT	759.28	
22890	08/24/07	3,810.90	001036	STANDARD INSURANCE COMPANY		13978	AUG LIFE/AD&D INS	3,810.90	
22891	08/24/07	2,676.00	080C	STATE BOARD OF EQUALIZATION		14061	10/07-9/08 FUEL TAX	2,676.00	
22892	08/24/07	612.52	002847	STATE OF CA-EDD		14049	PARADISE LEVY	530.02	
						14056	PARADISE LEVY	82.50	
22893	08/24/07	2,707.41	002805	TELEPATH CORPORATION		13579	AUG REPAIRS/MAINT	2,707.41	
22894	08/24/07	26,373.70	970	THE MECHANICS BANK		13965	JULY RETAINAGE/MB	26,373.70	
22895	08/24/07	1,670.13	001082	TOLAR MANUFACTURING COMP. INC		13727	PARTS & SUPPLY/FAC	1,670.13	
22896	08/24/07	24.22	M086	TOLINE, DONALD	7	9001227	MED PYMT SUPP	24.22	
22897	08/24/07	45.17	007	UNITED PARCEL SERVICE		13939	FRT OUT-FLT	21.38	
						14048	FRT OUT-FLT	23.79	
22898	08/24/07	10.83	946	UNITED SITE SERVICES		13701	FENCE RENTAL/DUBOIS	10.83	
22899	08/24/07	4,049.40	221	VEHICLE MAINTENANCE PROGRAM		13685	REV VEH PTS/FLT	4,049.40	
22900	08/24/07	10,924.38	001043	VISION SERVICE PLAN		13979	AUG VISION INS	10,924.38	
22901	08/24/07	177.12	M076	VONWAL, YVETTE	7	9001220	MED PYMT SUPP	177.12	
22902	08/24/07	6,710.84	001083	WATSONVILLE TRANSPORTATION, INC		13610	7/17-7/25 PT SVCS	6,710.84	
22903	08/24/07	70.00	682	WEISS, AMY L.	7	13784	JULY INTERPRETER	70.00	
22904	08/24/07	237,363.30	002887	WEST BAY BUILDERS, INC.		13964	CONST SVC MB TO 7/31	237,363.30	
22905	08/24/07	745.08	436	WEST PAYMENT CENTER		13917	JULY ACCESS CHARGES	745.08	
22906	08/24/07	72.86	M115	WILLIAMS, CHRIS	7	9001245	MED PYMT SUPP	72.86	
22907	08/24/07	121.98	186	WILSON, GEORGE H., INC.		13863	REPAIRS/MAINTENANCE	24.96	
						14033	REPAIRS/MAINTENANCE	97.02	
22908	08/24/07	24.22	M088	YAGI, RANDY	7	9001228	MED PYMT SUPP	24.22	
22909	08/24/07	1,474.38	148	ZEP MANUFACTURING COMPANY		13746	CLEANING SUPP/FLT	1,474.38	
22910	08/31/07	323.97	020	ADT SECURITY SERVICES INC.		14027	SEPT ALARMS	61.10	
						14028	SEPT ALARMS	75.26	
						14029	SEPT ALARMS	58.67	
						14030	SEPT ALARMS	44.23	
						14031	SEPT ALARMS	44.23	
						14032	SEPT ALARMS	40.48	
22911	08/31/07	175.99	002861	AMERICAN MESSAGING SVCS, LLC		14133	SEPT PAGERS	175.99	
22912	08/31/07	15,162.33	664	BAY COUNTIES PITCOCK PETROLEUM		14089	FUEL & LUBE/FLT	7,813.52	
						14090	FUEL & LUBE/FLT	7,348.81	
22913	08/31/07	50.00	B003	BEAUTZ, JAN	7	14156	AUG BOARD MTGS	50.00	
22914	08/31/07	481.88	002189	BUS & EQUIPMENT		14019	REV VEH PTS/PT	481.88	
22915	08/31/07	200.00	B018	BUSTICHI, DENE	7	10089	OCT BOARD MTG	100.00	
						14157	AUG BOARD MTGS	100.00	
22916	08/31/07	394,448.41	502	CA PUBLIC EMPLOYEES'		14153	SEPT MEDICAL INS	394,448.41	
22917	08/31/07	100.00	B014	CITY OF WATSONVILLE		14165	AUG BOARD MTGS	100.00	
22918	08/31/07	752.12	002609	CLEANSOURCE		13802	CLEANING SUPPLIES	752.12	

5-2.11

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/07 THRU 08/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
22919	08/31/07	2,051.19	075	COAST PAPER & SUPPLY INC.		13732	CLEANING SUPPLIES	2,051.19	
22920	08/31/07	46.77	002063	COSTCO		13955	LOCAL MEETING EXP	12.16	
						14093	OFFICE SUPPLIES/FLT	34.61	
22921	08/31/07	6,666.97	001000	DAIMLER CHRYSLER		14095	REV VEH PARTS/FLT	6,666.97	
22922	08/31/07	32.00	002567	DEPARTMENT OF JUSTICE		13977	JULY FINGERPRINTS	32.00	
22923	08/31/07	69,123.85	001316	DEVCO OIL		14134	8/14-8/24 FUEL/FLT	69,123.85	
22924	08/31/07	1,039.20	002624	DIGITAL RECORDERS		14096	REV VEH PARTS	1,039.20	
22925	08/31/07	740.43	085	DIXON & SON TIRE, INC.		13910	TIRES & TUBES/PT	740.43	
22926	08/31/07	657.30	001492	EVERGREEN OIL INC.		13869	HAZ WASTE DISPOSAL	87.50	
						13870	HAZ WASTE DISPOSAL	403.80	
						13882	HAZ WASTE DISP	166.00	
22927	08/31/07	1,550.00	432	EXPRESS PERSONNEL SERVICES		14106	TEMP/FIN W/E 8/12	1,550.00	
22928	08/31/07	411.52	372	FEDERAL EXPRESS		14127	MAILING/FLT	23.38	
						14132	REV VEH PARTS/FLT	127.66	
						14154	JUL/AUG SHIPPING/ADM	239.48	
						14155	AUG MAIL/MTC	21.00	
22929	08/31/07	382.36	959	FIRST ADVANTAGE CORPORATION		14135	9/29/06 DRUG TEST	150.00	
						14136	2/28 DRUG TEST	21.98	
						14137	3/30 DRUG TEST	37.68	
						14138	4/30 DRUG TEST	18.84	
						14139	5/31 DRUG TEST	40.82	
						14140	6/30 DRUG TEST	28.26	
						14141	7/31 DRUG TEST	84.78	
22930	08/31/07	525.00	647	GFI GENFARE		14131	REV VEH PARTS/FLT	525.00	
22931	08/31/07	1,593.39	282	GRAINGER		13920	CLEAN/PARTS/SUPPLY	1,593.39	
22932	08/31/07	7.42	546	GRANITE ROCK COMPANY		13833	REPAIRS/MAINTENANCE	7.42	
22933	08/31/07	100.00	B021	HAGEN, DONALD N.		14158	AUG BOARD MTGS	100.00	
22934	08/31/07	50.00	B006	HINKLE, MICHELLE	7	14159	AUG BOARD MTGS	50.00	
22935	08/31/07	9.75	074	KENVILLE LOCKSMITHS	7	13687	REV VEH PTS/FLT	9.75	
22936	08/31/07	341.98	039	KINKO'S INC.		13700	FALL BID/OPS	341.98	
22937	08/31/07	1,367.39	852	LAW OFFICES OF MARIE F. SANG	7	13980	WORKERS COMP CLAIM	96.00	
						13981	WORKERS COMP CLAIM	87.39	
						13982	WORKERS COMP CLAIM	672.00	
						13983	WORKERS COMP CLAIM	80.00	
						13984	WORKERS COMP CLAIM	352.00	
						14129	WORKERS COMP CLAIM	80.00	
22938	08/31/07	528.62	107A	LUMBERMENS		13662	REPAIRS/MAINTENANCE	311.67	
						13674	PARTS & SUPPLY/FLT	42.71	
						13730	OTH MOB SUPPLY/FLT	29.27	
						13816	REPAIRS/MAINTENANCE	17.06	
						13817	REPAIRS/MAINTENANCE	127.91	
22939	08/31/07	1,182.07	001358	MARINA MOTOR COMPANY		13721	REV VEH PTS/PT	350.47	
						13913	OUT RPR REV VEH/PT	831.60	
22940	08/31/07	666.58	041	MISSION UNIFORM		13664	UNIF/LAUNDRY-FAC	80.84	
						13717	UNIF/LAUNDRY/PT	47.47	
						13723	UNIF/LAUNDRY/FLT	37.83	
						13724	UNIF/LAUNDRY/FLT	136.30	
						13725	UNIF/LAUNDRY/FLT	287.14	
						13726	UNIF/LAUNDRY/FLT	58.68	
						13741	UNIF/LAUNDRY/FAC	18.32	

5-2.12

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/07 THRU 08/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
22941	08/31/07	191.84	001454	MONTEREY BAY OFFICE PRODUCTS		13804	5/15-8/14 COPIER/FLT	191.84	
22942	08/31/07	28,517.08	002891	NCLN20, INC.		14143	JULY SECURITY	28,517.08	
22943	08/31/07	6,626.68	001063	NEW FLYER INDUSTRIES LIMITED		13797	REV VEH PTS	1,502.34	
						13800	REV VEH PTS	83.68	
						13801	REV VEH PTS	771.64	
						13851	REV VEH PARTS	1,423.96	
						13852	REV VEH PARTS	627.70	
						13853	REV VEH PARTS	983.94	
						13854	REV VEH PARTS	325.74	
						13923	REV VEH PARTS	907.68	
22944	08/31/07	100.00	B020	NICOL, KIRBY	7	14160	AUG BOARD MTGS	100.00	
22945	08/31/07	46,637.50	001080	OCTAGON RISK SERVICES, INC.		13951	SEPT-NOV WC ADM FEE	46,637.50	
22946	08/31/07	86.80	882	PRINT SHOP SANTA CRUZ		14045	OFFICE SUPPLIES/FLT	86.80	
22947	08/31/07	141.21	061	REGISTER PAJARONIAN		13966	PUB NOTICE ADM 8/9	141.21	
22948	08/31/07	109.32	061A	REGISTER PAJARONIAN		13819	CLASS ADV/FLT	109.32	
22949	08/31/07	100.00	B011	REILLY, EMILY	7	14161	AUG BOARD MTGS	100.00	
22950	08/31/07	100.00	B015	ROTKIN, MIKE	7	14162	AUG BOARD MTGS	100.00	
22951	08/31/07	18,708.04	966	S.C. FUELS		14076	FUEL/FLT	18,708.04	
22953	08/31/07	984.17	002713	SANTA CRUZ AUTO TECH, INC.		13892	OUT RPR REV VEH	291.73	
						13893	OUT RPR REV VEH	49.00	
						13894	OUT RPR REV VEH	49.00	
						13895	OUT RPR REV VEH	49.00	
						13896	OUT RPR REV VEH	49.00	
						13897	OUT RPR REV VEH	49.00	
						13898	OUT RPR REV VEH	49.00	
						13899	OUT RPR REV VEH	49.00	
						13900	OUT RPR REV VEH	49.00	
						13901	OUT RPR REV VEH	49.00	
						13902	OUT RPR REV VEH	49.00	
						13903	OUT RPR REV VEH	49.00	
						13904	OUT RPR REV VEH	49.00	
						13905	OUT RPR REV VEH	49.00	
						13906	OUT RPR REV VEH	55.44	
22954	08/31/07	357.96	135	SANTA CRUZ AUTO PARTS, INC.		13709	REV VEH PTS/FLT	83.98	
						13718	REV VEH PTS/PT	13.02	
						13719	REV VEH PTS/PT	27.50	
						13728	PARTS & SUPPLY/FLT	4.17	
						13729	OTH MOB SUPPLY/FLT	67.96	
						13914	REV VEH PTS/PT	98.03	
						14075	PARTS & SUPPLY/FLT	63.30	
22955	08/31/07	5,227.39	079	SANTA CRUZ MUNICIPAL UTILITIES		14144	7/26-8/24 RIVER ST	143.97	
						14145	7/26-8/24 ENCINAL	123.18	
						14146	7/26-8/24 111 DUBOIS	104.53	
						14147	7/26-8/24 111 DUBOIS	366.83	
						14148	7/26-8/24 GOLF CLUB	925.96	
						14149	7/26-8/24 ENCINAL	817.64	
						14150	8/2-8/24 110 VERNON	355.76	
						14151	8/2-8/24 VERNON	300.96	
						14152	7/26-8/24 RIVER ST	2,088.56	
22956	08/31/07	85.87	001	SBC		13967	AUG REPEATERS/OPS	85.87	

5-2.13

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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DATE: 08/01/07 THRU 08/31/07

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
22957	08/31/07	173.65	276	SCOTTS VALLEY SPRINKLER		13798	REPAIRS/MAINTENANCE	173.65	
22958	08/31/07	100.00	B012	SPENCE, PAT	7	14163	AUG BOARD MTGS	100.00	
22959	08/31/07	88.35	002847	STATE OF CA-EDD		14050	PARADISE LEVY	88.35	
22960	08/31/07	50.00	B017	STONE, MARK	7	14164	AUG BOARD MTGS	50.00	
22961	08/31/07	3,170.21	002805	TELEPATH CORPORATION		13803	CAMERA INSTALLATION	2,561.38	
						14126	OUT RPR EQUIP	608.83	
22962	08/31/07	143.90	002504	TIFCO INDUSTRIES		13878	PARTS & SUPPLY/FLT	143.90	
22963	08/31/07	543.98	170	TOWNSEND'S AUTO PARTS		13812	REV VEH PTS/FLT	259.10	
						13862	REV VEH PTS/FLT	284.88	
22964	08/31/07	264.82	068	UNITED LABORATORIES		13822	REPAIRS/MAINTENANCE	264.82	
22965	08/31/07	161.25	946	UNITED SITE SERVICES		14070	FENCE REPAIR/DUBOIS	161.25	
22966	08/31/07	2,383.92	002829	VALLEY POWER SYSTEMS, INC.		13877	REV VEH PTS	2,383.92	
22967	08/31/07	52.91	434B	VERIZON CALIFORNIA		14110	MT BIEWLASKI	52.91	
22968	08/31/07	60.80	434	VERIZON WIRELESS		14142	WIRELESS PC CARD	60.80	
22969	08/31/07	1,065.13	001506	WESTERN STATES OIL CO., INC.		13850	FUEL & LUBE/FLT	1,065.13	
22970	08/31/07	206.65	147	ZEE MEDICAL SERVICE CO.		13871	SAFETY SUPP CREDIT	-170.83	
						13872	SAFETY SUPPLIES	85.72	
						13873	SAFETY SUPPLIES	47.74	
						13874	SAFETY SUPPLIES	39.66	
						13875	SAFETY SUPPLIES	204.36	
TOTAL		1,863,995.30		COAST COMMERCIAL BANK			TOTAL CHECKS	357	1,863,995.30

5-2.14



Agenda
METRO Advisory Committee

6:00 pm
September 19, 2007
920 Pacific Avenue
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of August 2007
5. Ridership Report for July 2007
6. ParaCruz Operations Status Report for May 2007
7. Consideration of Santa Cruz Metro's Comments to the Access Board's Proposed Draft Revisions to the ADA Accessibility Guidelines for Buses & Vans (36 Code of Federal Regulations Part 1192)
8. Consideration of Revised Ridership Report Layout
9. Election of Vice Chair
10. Consideration of Recommending an Alternate/Replacement Representative to the Transportation Funding Task Force (TFTF) for Paul Marcelin-Sampson
11. Discussion of Usage Rules for Park & Ride Facilities
12. Discussion of MAC Bylaws Regarding Conflict of Interest for MAC Membership
13. Discussion of MAC Bylaws Regarding the Excused and Unexcused Absentee Definitions
14. Discussion of Change Machines and Ticket Vending Machines
15. Communications to METRO General Manager
16. Communications to METRO Board of Directors
17. Items for Next Meeting Agenda
18. Adjournment

Next Meeting: Wednesday, October 17, 2007 @ 6:00 pm
Santa Cruz Metro Conference Room

5-4.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

July 18, 2007

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, July 18, 2007 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Robert Yount called the meeting to order at 6:05 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Naomi Gunther
Paul Marcelin-Sampson, Vice Chair
Mara Murphy
Dennis Papadopulo
Stuart Rosenstein
Robert Yount, Chair

VISITORS PRESENT

Donald Hagen, SCMTD BOD
Steve Prince, UTU

MEMBERS ABSENT

Dan Alper
Dave Williams
Lesley Wright

STAFF PRESENT

Ciro Aguirre, Operations Manager
Mary Ferrick, Base Superintendent
Margaret Gallagher, District Counsel
Les White, General Manager

2. AGENDA ADDITIONS/DELETIONS

None

3. ORAL/WRITTEN COMMUNICATION

Oral: Chair Robert Yount stated that he was looking forward to the joint meeting with MAC and the METRO Board of Directors but did not know the time and date of the meeting at this time.

4. CONSIDERATION OF MINUTES OF JUNE 20, 2007

Stuart Rosenstein made the following corrections to ITEM 3 Oral/Written Communication, third paragraph should read, "Oral: Stuart Rosenstein expressed his **an occasional** dissatisfaction with Yellow Cab Company of Santa Cruz **as a source of transportation**. Mr. Rosenstein said that drivers have **dispatch has** been indifferent and uncaring, while management has been unresponsive and hard to get a hold of."¹

Vice Chair Paul Marcelin-Sampson made the following correction: On pages 1, 2, and 4, the correct spelling for Karena Pushnik's name should be **Karena** Pushnik.²

¹ This correction was made to the file copy of the June, 2007 minutes.

² This correction was made to the file copy of the June, 2007 minutes

5-4.2

**ACTION: MOTION: NAOMI GUNTHER SECOND: DENNIS PAPADOPULO
ACCEPT AND FILE MINUTES OF THE JUNE MEETING WITH THE REQUESTED
CHANGES.**

Motion passed unanimously with Dan Alper, Dave Williams and Lesley Wright being absent.

5. RIDERSHIP REPORT FOR MAY 2007

Chair Robert Yount referred to an amended Ridership Report that was handed out at the meeting, which is attached to the file copy of these minutes, and reported that it contained additional information requested by MAC. Vice Chair Paul Marcelin-Sampson asked if the METRO Board of Directors would also see the amended Ridership Report. Les White stated that if MAC felt the report was satisfactory then it would be presented to the Board of Directors.

Mara Murphy stated that the amended report appears to have conflicting data than that of the original report from the Agenda packet, specifically in the totals of the ECO Pass column of Route 17, the totals for the Night Owl, and the totals of the May Ridership/Revenue table. Naomi Gunther asked if there were known reasons for the variations between the reports. Vice Chair Paul Marcelin-Sampson suggested that an asterisk be added to the Route 17 stating that the fare for this route is higher than the regular fixed routes for data interpretation purposes. Mr. Marcelin-Sampson stated that there could be a variety of reasons why the report might contain incorrect or conflicting data but that it would probably be easily corrected for future reports.

6. PARACRUZ OPERATIONS STATUS REPORT FOR MARCH 2007

Chair Robert Yount referred to the “ready-window” table on page 2 of the report and commented that the percentages of pick-ups outside the ready-window beyond 15 minutes shows an improvement and feels that overall the ParaCruz service is constantly improving.

Vice Chair Paul Marcelin-Sampson expressed some concern that the cancellation rate has remained fairly constant and asked if the reduction from 14 days to 3 days of the ParaCruz reservation policy has gone into effect and if it has shown any significant change in cancellations. Ciro Aguirre reported that the policy change went into effect in April of 2007 and would not show a change on this report. Mr. Aguirre stated that he had talked to Steve Paulson and that Mr. Paulson had informed him that the number of cancellations has been dropping since the policy change has been in effect.

7. DISCUSSION OF USAGE RULES FOR PARK & RIDE FACILITIES

Chair Robert Yount stated that he had heard that the California Highway Patrol (CHP) has been informing tow truck operators to take automobiles to the Park & Ride facilities. Ciro Aguirre stated he had heard that the CHP had made these instructions to tow truck drivers

when removing disabled vehicles from the highway. Les White stated that he would need to research this issue further prior to making any comment.

Mr. White reported that the METRO is aware of privately owned companies that are parking several of their vehicles in the Scotts Valley Park & Ride location. Mr. White explained the situation and stated that the METRO and the City of Scotts Valley are exploring options to resolve the situation.

Vice Chair Paul Marcelin-Sampson asked who governs the Park & Ride facilities and if there was a policy regarding usage rules of the facilities. Les White reported that the METRO does not have a policy on the two Park & Ride facilities that are owned by the METRO because there have not been these types of issues in the past. Mr. White gave a brief history of the METRO Park & Ride facilities and described some of the possible changes that could occur in the future.

8. DISCUSSION OF METRO BOARD OF DIRECTORS ACTIONS REGARDING MAC RECOMMENDATIONS

Les White reported that the METRO Board of Directors has adopted the majority of the MAC recommendations made in the past several months including absence notification procedure, quorum modifications, and passes for MAC Members that attend meetings.

Les White reported that the METRO Board of Directors requested clarification of the definitions of “excused” and “unexcused” absences from the MAC Bylaws Absentee Policy.

Chair Robert Yount stated that he would like to add two items to the August MAC Agenda for discussion: 1. Defining Absentee Policy, 2. Conflict of Interest for MAC Membership. Margaret Gallagher stated that she would write a legal opinion to discover the definitions of MAC Bylaws Conflict of Interest issues as compared to the METRO Board of Directors Bylaws.

9. CONSIDERATION OF LIST OF UNMET TRANSIT NEEDS FOR SUBMISSION TO SCCRTC

Chair Robert Yount introduced 2 hand-outs from Les White to MAC: “Draft List of Unmet Specialized Transportation/Transit Needs, June 2007” from the Elderly and Disabled Transportation Advisory Committee (E&D TAC) and “Draft 2007 Unmet Needs – METRO” from SCMTD, which are attached to the file copy of these minutes.

Les White explained the meaning and purpose of Unmet Needs and the development of the lists. Mr. White stated he had provided the “Draft 2007 Unmet Needs – METRO” for MAC to review and make suggestions for additions and/or deletions from the list at the August MAC Meeting. Mr. White described the routing process and time line for the list.

Les White described in detail various aspects of governmental funding including the proposed FY 2008 State of California budget and the effects they may have on public transit and METRO.

Vice Chair Paul Marcelin-Sampson inquired as to the ability to add an emergency item to today's agenda so that it could be seen by the Board at the July 27, 2007 METRO Board of Director's Meeting. Margaret Gallagher detailed the criteria for introducing items after the agenda has been posted.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: DENNIS PAPADOPULO

MAKE THE NECESSARY FINDINGS TO ADD "CONSIDERATION OF REQUESTING PERMISSION FROM THE BOARD OF DIRECTORS TO CORRESPOND TO THE STATE LEGISLATURE, THE GOVERNOR, AND THE PUBLIC REGARDING THEIR CONCERN OVER THE LOSS OF TRANSIT FUNDING BEING CONSIDERED (OR ADOPTED) FOR THE FY 2008 STATE OF CALIFORNIA BUDGET" TO TODAY'S AGENDA AS AN EMERGENCY ITEM SINCE IT CAME TO MAC'S ATTENTION AFTER THE POSTING OF TODAY'S MAC AGENDA AND THERE IS A NEED TO TAKE ACTION BEFORE THE NEXT MAC MEETING.

Motion passed unanimously with Dan Alper, Dave Williams and Lesley Wright being absent.

9b. CONSIDERATION OF REQUESTING PERMISSION FROM THE BOARD OF DIRECTORS TO CORRESPOND TO THE STATE LEGISLATURE, THE GOVERNOR, AND THE PUBLIC REGARDING THEIR CONCERN OVER THE LOSS OF TRANSIT FUNDING BEING CONSIDERED (OR ADOPTED) FOR THE FY 2008 STATE OF CALIFORNIA BUDGET

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: NAOMI GUNTHER

MAC RECOMMENDS THAT THE BOARD OF DIRECTORS GRANT PERMISSION FOR MAC TO CORRESPOND TO THE STATE LEGISLATURE, THE GOVERNOR, AND THE PUBLIC REGARDING THEIR CONCERN OVER THE LOSS OF TRANSIT FUNDING BEING CONSIDERED (OR ADOPTED) FOR THE FY 2008 STATE OF CALIFORNIA BUDGET.

Motion passed unanimously with Dan Alper, Dave Williams and Lesley Wright being absent.

Chair Robert Yount asked the MAC Members to offer points of concern to be addressed in the body of the proposed letter. The following list includes the items suggested by the MAC Members:

- Devastation to METRO's future including but not limited to the loss of available buses.
- The negative effect on members of the Santa Cruz community that depend on METRO including: General public, low-income riders, senior citizen riders, student riders, businesses with staff and employee's that are METRO riders, riders with disabilities, and bicycle riders.

- The comparative percentages per capita that use public transit in Santa Cruz County compared to other communities including an estimated number of riders.
- State that the METRO is acknowledged by the federal government as a transit intensive community.
- State that a large number of METRO's ridership is comprised of voters.
- State that one of the major bus manufacturers is located in California and the economic impact that could result from the budget decisions.

ACTION: MOTION: STUART ROSENSTEIN SECOND: PAUL MARCELIN-SAMPSON

APPROVE THAT THE ITEMS OF CONCERN FROM THE MAC MEMBERS BE INCLUDED IN A DRAFT LETTER AND A PRESS RELEASE GENERATED BY THE MAC CHAIR FOR THE BOARD'S APPROVAL AND ENCOURAGE THE BOARD TO GENERATE A PRESS RELEASE OF THEIR OWN TO HEIGHTEN PUBLIC AWARENESS OF THIS ISSUE.

Motion passed unanimously with Dan Alper, Dave Williams and Lesley Wright being absent.

10. CONSIDERATION OF DRAWING NUMBERS TO ESTABLISH COMPLETION YEARS FOR MAC MEMBER'S TERMS OF OFFICE

Les White reported that in the process of developing staggered terms for MAC Membership the METRO Board of Directors decided to have the current memberships be split into two groups whereas four member's current terms would expire in 2008 and four member's current terms would expire in 2009. Mr. White described the process of creating random lots for this process by having the MAC Members draw numbers from a canister containing 8 slips of paper, 4 with the year 2008 and 4 with the year 2009.

The following are the results from the MAC Member drawing:

Dan Alper – 2008*
Naomi Gunther – 2009
Paul Marcelin-Sampson – 2008
Mara Murphy – 2008
Dennis Papadopulo – 2009
Stuart Rosenstein – 2009
Dave Williams – 2008*
Robert Yount – 2009

*These members were absent from this meeting and were assigned the respective term expiration year due to the fact that the remaining 2 slips that were not drawn contained the year 2008.

Note: Lesley Wright was absent from this meeting but was not assigned a term expiration year pending her formal resignation from MAC.

CIRO AGUIRRE DISTRIBUTED TRANSIT VOUCHERS TO THE ATTENDING MAC MEMBERS AT THIS TIME

11. CONSIDERATION OF SANTA CRUZ METRO'S COMMENTS TO THE ACCESS BOARD'S PROPOSED DRAFT REVISIONS TO THE ADA ACCESSIBILITY GUIDELINES FOR BUSES & VANS (36 CODE OF FEDERAL REGULATIONS PART 1192)

Deferred to August 15, 2007 MAC Meeting

12. CONSIDERATION OF IMPLEMENTATION OF METRO SMOKING POLICY

Margaret Gallagher described the process of drafting, revising and seeking approval of the METRO Smoking Policy.

ACTION: MOTION: DENNIS PAPADOPULO SECOND: ROBERT YOUNT

RECOMMEND THAT THE GENERAL MANAGER ACCEPT AND IMPLEMENT THE SMOKING POLICY AS SUBMITTED.

Motion passed unanimously with Dan Alper, Dave Williams and Lesley Wright being absent.

13. COMMUNICATIONS TO METRO GENERAL MANAGER

METRO Staff to report back to METRO Board of Directors that MAC is requesting permission to generate a draft letter and a press release to the state legislature, the governor, and the public regarding their concern over the loss of transit funding being considered (or adopted) for the FY 2008 State of California budget.

METRO Staff to provide MAC with a report including a legal opinion defining the MAC Bylaws Conflict of Interest policy compared to the METRO Board of Directors Bylaws.

14. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

15. ITEMS FOR NEXT MEETING AGENDA

- Ridership Report
- ParaCruz Operations Status Report
- Consideration of Reports Generated by Consultants Pat Piras Consulting and Wilbur Smith Associates, Inc.
- Consideration of Santa Cruz METRO's Comments to the Access Board's Proposed Draft Revisions to the ADA Accessibility Guidelines for Buses & Vans (36 Code of Federal Regulations Part 1192)
- Consideration of List of Unmet Transit Needs for Submission to SCCRTC

- Discussion of Usage Rules for Park & Ride Facilities
- Discussion of MAC Bylaws Regarding Conflict of Interest for MAC Membership
- Discussion of MAC Bylaws Regarding the Excused and Unexcused Absentee Definitions
- Discussion of Change Machines and Ticket Vending Machines

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: ROBERT YOUNT

ADJOURN MAC MEETING AT 7:59 P. M.

Motion passed unanimously with Dan Alper, Dave Williams, and Lesley Wright being absent.

ADJOURN

Respectfully submitted,



DALE HAMILTON
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics and customer feedback information reported are for the month of June 2007.
- A breakdown of pick-up times beyond the ready window is included.

III. DISCUSSION

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

METRO began direct operation of ADA paratransit service (METRO ParaCruz) beginning November 1, 2004. This service had been delivered under contract since 1992.

There has been discussion regarding ParaCruz on-time performance. It was noted that most statistical data continues to show improvement, the reported percentage of pick ups performed within the "ready window" has remained relatively consistent, hovering at roughly 90%. Staff was requested to provide a break down the pick-ups beyond the "ready window".

5-5.1

The table below displays the percentage of pick-ups within the “ready window” and a breakdown in 5-minute increments for pick-ups beyond the “ready window”.

	June 2006	June 2007
Total pick ups	6910	6975
Percent in “ready window”	90.29%	92.90%
1 to 5 minutes late	2.76%	2.82%
6 to 10 minutes late	2.62%	1.81%
11 to 15 minutes late	1.77%	1.18%
16 to 20 minutes late	.91%	.59%
21 to 25 minutes late	.58%	.36%
26 to 30 minutes late	.46%	.14%
31 to 35 minutes late	.23%	.10%
36 to 40 minutes late	.13%	.06%
41 or more minutes late (excessively late/missed trips)	.25%	.04%
Total beyond “ready window”	9.71%	7.10%

During the month of June, ParaCruz received eight (8) service complaints and two (2) compliments. Four (4) of the complaints were found to be “not valid”. Two (2) of the valid service complaints was related to an late pick-up, one (1) related to driver attitude and one (1) related to a reservationist’s attitude.

5-5.2

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through June

	June 06	June 07	Fiscal 06	Fiscal 07
Requested	7667	7257	98303	96025
Performed	6910	6975	85295	85367
Cancels	18.76%	15.24%	19.72%	18.64%
No Shows	3.42%	2.09%	3.47%	2.73%
Total miles	50270	46976	650380	586936
Av trip miles	5.28	5.21	5.59	5.08
Within ready window	90.29%	92.90%	90.98%	90.71%
Excessively late/missed trips	22	3	223	122
Call center volume	6303	5937	75892	71382
Call average seconds to answer	26	25	27	24
Hold times less than 2 minutes	94%	94%	93%	95%
Distinct riders	825	768	1937	1808
Most frequent rider	43	46	467	488
Shared rides	64.7%	62.3%	63.2%	65.7%
Passengers per rev hour	1.60	2.47	1.58	1.95
Rides by supplemental providers	12.19%	11.61%	9.92%	9.64%
SCT cost per ride	\$22.68	\$24.92	\$23.05	\$24.32
ParaCruz driver cost per ride (estimated)	\$24.87	\$26.90	\$24.65	\$26.25
Rides < 10 miles	79.39%	80.39%	79.53%	81.86%
Rides > 10	20.60%	19.61%	20.47%	18.14%

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5-5.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT

I. RECOMMENDED ACTION

That the Board of Directors accept and file the MetroBase Status Report.

II. SUMMARY OF ISSUES

- Service Building work
 - Arntz Builders working on punch-list items and providing training to METRO employees.
 - AT&T completed line installation for contractor use.
 - Arntz Builders finalizing inspections for LCNG component of the facility.
- Maintenance Building
 - West Bay Builders continuing site work on 120 Golf Club Drive property
 - Tilt-up panels are being constructed on site.
 - PG&E to provide more information for site work.

III. DISCUSSION

Service & Fueling Building work is continuing on 1122 River Street. Current work consists of punch-list items and providing training to METRO employees. Multiple training sessions have and will continue to occur. Completed training sessions are Vacuum Equipment, Exterior Coiling Door, Wastewater Pumping Station, Electrical Generator, and Fire Alarm System. Other training that will be provided includes LNG and Diesel Fueling. Final inspections for the LCNG component are scheduled before providing the training session. Arntz Builders will be going through a punch-list to finalize building and have been working on them as items come up.

AT&T has been onsite multiple times to complete their work for the telephone lines for the facility. These lines will be used for the Fire Monitoring System, Card Reader, and LNG Monitoring.

West Bay Builders is continuing site work on 120 Golf Club Drive property. The tilt-up framework has been placed, and the panels have been poured. After 7 day curing occurs, the panels will be installed. West Bay Builders will be using a crane to lift the panels and place them on their corresponding locations on the building layout. Other work occurring on the site is the site work for PG&E transformer. PG&E will be providing cut sheets and drawings for the transformer and platform that will be placed on the Vernon side area.

5-6.1

Information for the MetroBase Project can be viewed at <http://www.scmttd.com/metrobase>
Information on the project, contact information, and MetroBase Hotline number (831) 621-9568
can be viewed on the website.

New updates on the MetroBase Project:

- AT&T completed telephone line installation.
- West Bay Builders continuing site work on 120 Golf Club Drive property.
- West Bay Builders has constructed lay down area for casting tilt-up walls and will be propping up the panels.
- PG&E to provide more information for site work.

Previous information regarding the MetroBase Project:

A. Service & Fueling Building (IFB 05-12)

- Arntz Builders completed trash enclosure and street repaving of Highway 9.
- On January 26, 2007, Board of Directors went on a tour of the MetroBase Project.
- Received Caltrans Encroachment Permit. Work completed.
- Department of Fish&Game approved work on outfall construction completed.
- Concrete work for floor foundation area completed.
- Concrete work for LNG pad and containment area completed.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders trailer and containers installed adjacent to 1122 River Street
- Public Outreach Newsletter sent to areas possibly affected by construction.
- Notice to Proceed issue effective January 9, 2006 with 365 calendar day construction period.
- Weekly Construction Meetings

B. Maintenance Building (IFB 06-01)

- On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter.
- IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000 contingent upon Labor Harmony provision in award letter.
- Invitation For Bid 06-01 available at Watsonville BluePrint. Pre-Bid Conference scheduled for September 6, 2006 at 110 Vernon Street, Suite B, Santa Cruz, CA. IFB 06-01 Bid due on October 17, 2006 at 2:00 pm.
- Construction schedule set to 32 months
- RNL contract modified for added Maintenance Building scope
- Harris & Associates contract modified for added Maintenance Building scope.
- Weekly Construction Meetings.

5-6.2

IV. FINANCIAL CONSIDERATIONS

Funds for the construction of the Service & Fueling, and Maintenance Building Components of the MetroBase Project are available within the funds the METRO has secured for the Project.

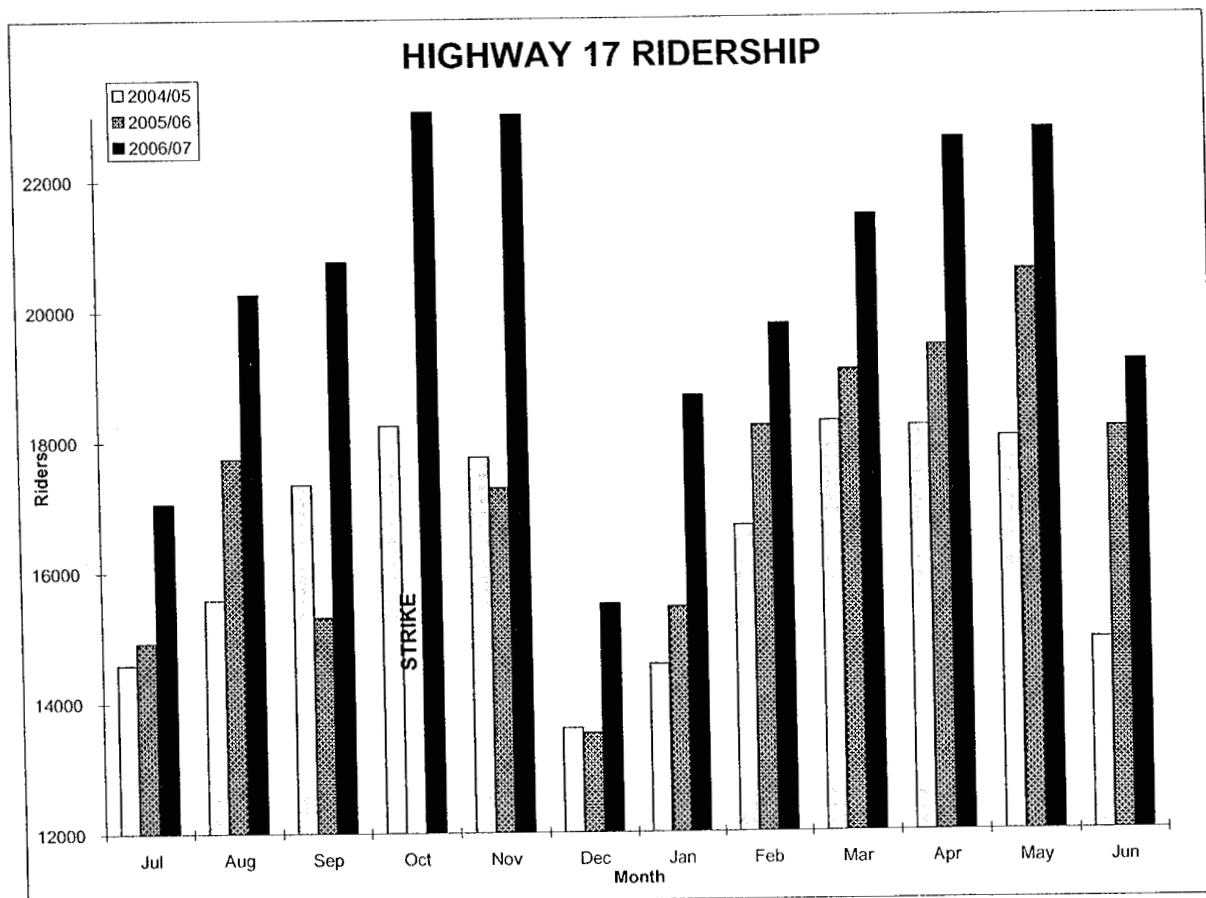
V. ATTACHMENTS

Attachment A: None

5-6.3

HIGHWAY 17 - JUNE 2007

	JUNE			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 133,424	\$ 135,593	(1.6%)	\$ 1,611,534	\$ 1,336,128	20.6%
Farebox	\$ 62,510	\$ 59,143	5.7%	\$ 818,902	\$ 616,640	32.8%
Operating Deficit	\$ 64,967	\$ 73,627	(11.8%)	\$ 716,592	\$ 636,495	12.6%
Santa Clara Subsidy	\$ 32,484	\$ 36,813	(11.8%)	\$ 358,296	\$ 318,248	12.6%
METRO Subsidy	\$ 32,484	\$ 36,813	(11.8%)	\$ 358,296	\$ 318,248	12.6%
San Jose State Subsidy	\$ -	\$ -		\$ 19,328	\$ 18,315	5.5%
AMTRAK Subsidy	\$ 5,947	\$ 2,823	110.7%	\$ 56,711	\$ 64,678	(12.3%)
STATISTICS						
Passengers	19,162	18,144	5.6%	245,038	189,579	29.3%
Revenue Miles	40,666	41,738	(2.6%)	492,089	441,827	11.4%
Revenue Hours	1,525	1,565	(2.5%)	18,453	16,569	11.4%
Passengers/Day	639	605	5.6%	671	578	16.2%
Passengers/Weekday	675	694	(2.8%)	808	710	13.9%
Passengers/Weekend	555	359	54.7%	362	282	28.5%
PRODUCTIVITY						
Cost/Passenger	\$ 6.96	\$ 7.47	(6.8%)	\$ 6.58	\$ 7.05	(6.7%)
Revenue/Passenger	\$ 3.26	\$ 3.26	0.1%	\$ 3.34	\$ 3.25	2.7%
Subsidy/Passenger	\$ 3.39	\$ 4.06	(16.4%)	\$ 3.00	\$ 3.45	(13.0%)
Passengers/Mile	0.47	0.43	8.4%	0.50	0.43	16.1%
Passengers/Hour	12.57	11.60	8.4%	13.28	11.44	16.1%
Recovery Ratio	46.9%	43.6%	7.4%	50.8%	46.2%	10.1%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

This report is for information purposes only. No action is required

II. SUMMARY OF ISSUES

- Overall UCSC trips decreased by (4.4%)
- Student trips for August 2007 increased by 4.8% versus August 2006.
- Faculty/staff trips for August 2007 decreased by (20.1%) versus August 2006.
- Faculty/staff *per weekday* for August 2007 decreased by (20.1%) versus August 2006.
- Revenue received from UCSC for August 2007 was \$55,280 versus \$54,014 for August 2006, an increase of 2.3%.
- There was no Night Owl or Supplemental Service for August 2007

III. DISCUSSION

UCSC Spring service ended on June 14, 2007. UCSC Fall service will begin on September 24, 2007. A summary of the results for August 2007 is:

- Student billable trips for regular service in August 2007 were 37,753 versus 36,028 for August 2006, an increase of 4.8%.
- Faculty / Staff billable trips for regular service in August 2007 were 16,980 versus 21,249 for August 2006, a decrease of (20.1%).
- Average Faculty / Staff billable trips *per weekday* for regular UC service in August 2007 were 672.1 versus 841.2 for August 2006, a decrease of (20.1%).

5-8.1

August	Student Ridership		Faculty/ Staff Ridership		Average Student Ridership Per School Term Day		Average Faculty/Staff Ridership Per Weekday	
	FY 2007	FY 2006	FY 2007	FY 2006	FY 2007	FY 2006	FY 2007	FY 2006
Regular Service	37,753	36,028	16,980	21,249	---	---	672.1	841.2
Supplemental	---	---	---	---	---	---	---	---
Night Owl	---	---	---	---	---	---	---	---
TOTAL	37,753	36,028	16,980	21,249	0.0	0.0	672.1	841.2
% Increase-(Decrease)	4.8%		(20.1%)		---		(20.1%)	

IV. FINANCIAL CONSIDERATIONS

NONE

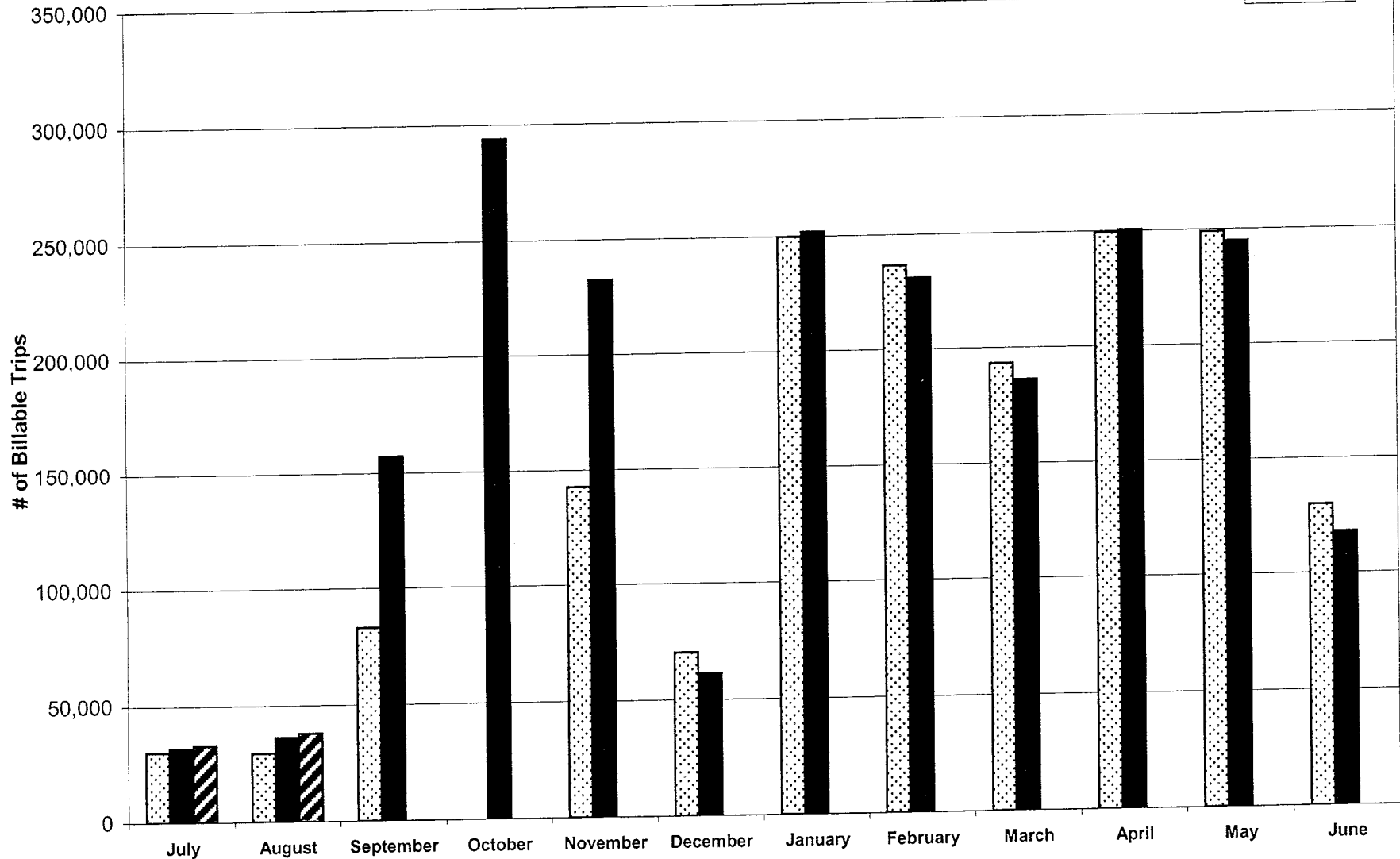
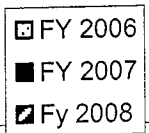
V. ATTACHMENTS

Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

5-8.2

UCSC Student Billable Trips

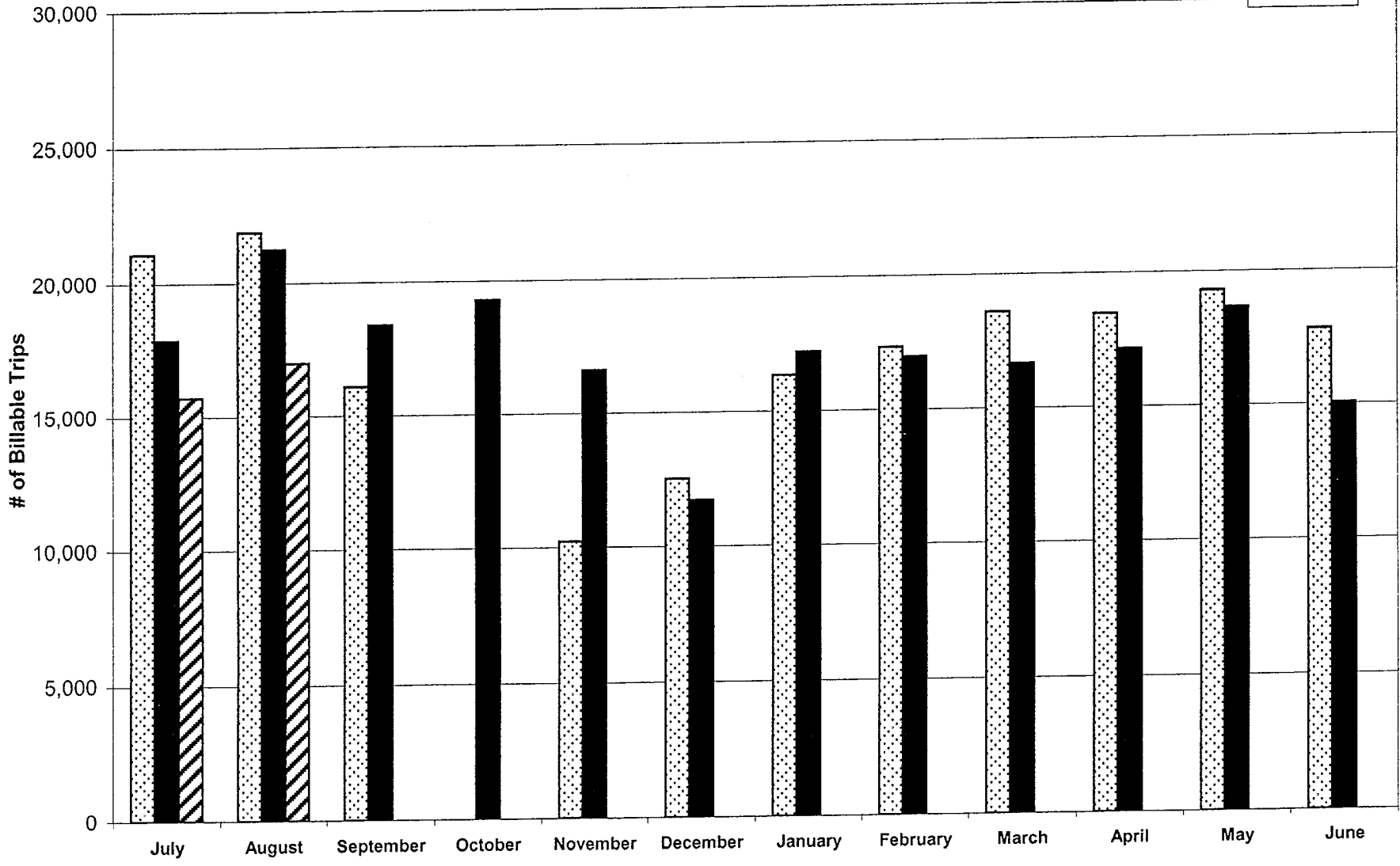


5-8.a.1

Attachment A

UCSC Faculty Staff Billable Trips

FY 2006
FY 2007
FY 2008



5-8.61

Attachment B

**Santa Cruz METRO
August 2007 Ridership Report**

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/Free Rides
10	\$ 3,069.65	16,335	8,700	3,699	24	87	31	6	23	831	1,935
13	\$ -	-	-	-	-	-	-	-	-	-	-
15	-	-	-	-	-	-	-	-	-	-	-
16	\$ 6,856.41	29,420	15,694	5,393	46	202	19	21	56	1,550	3,777
19	\$ 2,158.81	9,409	4,857	1,587	27	115	8	15	20	432	1,509
3	\$ 1,944.36	3,660	206	246	34	174	21	18	18	55	1,779
4	\$ 1,333.63	5,040	72	62	21	266	42	38	34	109	3,524
7	\$ 503.82	1,945	98	47	8	72	19	13	19	25	1,422
9	\$ 119.21	207	-	14	7	5	-	-	1	-	121
12A	\$ -	-	-	-	-	-	-	-	-	-	-
20	\$ 2,655.30	10,052	4,334	1,548	21	160	15	8	42	489	2,208
31	\$ 1,152.24	1,673	8	58	13	24	3	5	6	101	847
32	\$ 234.74	276	2	7	2	4	-	1	-	14	119
33	\$ 64.40	72	-	-	1	-	-	-	-	-	24
34	\$ 26.00	20	-	-	-	-	-	-	-	-	3
35	\$ 31,751.51	38,504	312	399	351	1,267	51	198	178	2,281	17,069
40	\$ 1,147.34	1,169	32	21	40	37	-	12	-	121	458
41	\$ 1,039.01	1,239	75	74	5	30	-	-	6	212	389
42	\$ 1,053.11	1,185	46	18	6	57	-	5	19	139	400
53	\$ 549.95	967	8	31	12	90	43	7	4	37	539
54	\$ 448.69	775	3	14	5	44	7	2	10	29	450
55	\$ 1,354.46	2,577	21	26	21	129	39	31	89	69	1,550
56	\$ 557.26	865	3	9	11	41	12	9	15	32	500
66	\$ 12,221.79	16,123	260	296	161	749	199	75	71	427	7,322
68	\$ 6,925.89	10,808	394	353	90	398	87	69	24	238	5,499
68N	\$ 1,908.82	2,736	97	118	1	87	19	1	8	105	1,246
69	\$ 6,769.92	10,102	434	378	64	473	74	33	63	409	4,706
69A	\$ 19,871.00	25,164	333	499	154	1,263	220	140	125	881	10,491
69N	\$ 1,889.85	2,959	128	85	2	92	25	-	13	178	1,472
69W	\$ 19,501.97	25,092	453	437	193	1,076	172	141	240	1,034	10,979
70	\$ -	-	-	-	-	-	-	-	-	-	-
71	\$ 59,148.57	69,820	804	1,273	495	3,677	425	301	773	3,431	27,017
72	\$ 4,247.86	4,151	9	9	63	281	28	34	26	115	1,361
74	\$ 3,385.57	3,267	9	25	21	234	33	21	7	35	985
75	\$ 9,065.98	8,669	6	34	89	890	48	71	37	207	2,431
76	\$ 753.83	798	2	12	7	89	10	11	2	25	254
79	\$ 1,886.60	2,208	4	11	43	214	112	78	30	14	957
88	\$ -	-	-	-	-	-	-	-	-	-	-
91	\$ 3,126.68	4,686	129	180	72	101	12	22	116	314	2,068
UC Supplemental	\$ -	-	-	-	-	-	-	-	-	-	-
Unknown	\$ 69.58	198.58	227	18	-	2	1	11	15	10	89
TOTAL	\$208,793.81	312,172	37,760	16,981	2,110	12,430	1,775	1,397	2,090	13,949	115,500

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 42,918.64	20,988	35	43	145	1,506	37	5,128	87	1,563	9,920

RIDERSHIP	
Palm Beach	68
TOTAL	68

August Ridership	333,228
August Revenue	\$251,712.45

5-9.1

**Santa Cruz METRO
August 2006 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC		UC Staff		S/D		S/D		Cabrillo	Bike	Passes/ Free Rides
			Student	Faculty	Day Pass	Riders	W/C	Day Pass					
10	\$ 3,098.96	17,173	8,548	4,535	74	136	32	16	63	758	2,142		
13	\$ -	-	-	-	-	-	-	-	-	-	-		
15	\$ -	-	-	-	-	-	-	-	-	-	-		
16	\$ 6,302.39	28,134	14,200	6,261	72	216	25	19	117	1,430	3,598		
19	\$ 2,009.87	8,812	4,159	1,847	5	105	13	17	50	445	1,435		
3B	\$ 1,567.07	3,288	241	162	19	142	5	32	44	155	1,725		
4	\$ 1,574.76	5,552	86	83	18	253	101	56	42	119	3,629		
7	\$ 505.02	1,800	38	44	7	69	12	14	18	6	1,293		
7N	\$ 2,130.23	2,773	45	206	7	54	7	4	45	151	1,061		
9	\$ 179.85	296	11	17	5	21	1	1	1	3	140		
12A	\$ -	-	-	-	-	-	-	-	-	-	-		
20	\$ 2,452.03	9,652	4,732	1,564	23	99	14	4	67	428	1,647		
31	\$ 1,104.95	1,540	35	67	14	25	27	5	9	96	724		
32	\$ 160.50	302	1	5	2	3	5	-	3	31	189		
33	\$ 102.71	103	1	-	-	-	-	-	-	-	32		
34	\$ 21.51	14	-	-	-	-	-	-	-	1	-		
35	\$ 31,509.25	37,392	295	602	370	1,037	135	226	294	1,757	16,080		
40	\$ 1,159.52	1,163	8	26	31	70	1	20	4	87	441		
41	\$ 1,077.66	1,266	101	131	24	66	1	4	17	141	336		
42	\$ 1,044.06	1,208	59	17	7	71	-	4	13	159	434		
53	\$ 591.76	1,066	3	14	5	124	35	15	26	17	601		
54	\$ 428.88	713	6	24	1	21	5	2	31	26	384		
55	\$ 1,568.27	2,925	45	72	19	151	46	20	442	65	1,307		
56	\$ 496.78	903	5	7	10	36	19	9	86	26	502		
66	\$ 11,460.77	16,743	547	674	139	715	204	81	294	545	7,555		
68	\$ 6,477.64	10,225	248	409	85	274	80	39	152	282	5,199		
69	\$ 7,529.17	11,363	380	756	94	435	94	33	194	354	5,084		
69A	\$ 19,325.98	23,466	391	719	167	1,086	242	126	226	731	9,154		
69N	\$ 1,883.17	2,840	112	137	-	69	34	1	99	138	1,234		
69W	\$ 20,214.31	25,738	570	652	202	1,018	216	116	976	953	10,156		
70	\$ 809.79	1,282	16	21	10	33	2	3	347	54	371		
71	\$ 56,373.04	68,392	1,007	1,897	418	3,312	337	349	2,637	2,632	24,934		
72	\$ 4,401.46	4,465	5	34	38	358	18	29	69	78	1,446		
74	\$ 2,978.86	2,794	3	19	18	132	35	13	25	20	775		
75	\$ 9,624.04	9,032	21	75	96	801	56	65	116	124	2,452		
76	\$ 842.77	906	12	16	7	68	5	16	1	18	303		
79	\$ 1,857.03	2,057	14	19	28	240	89	64	27	12	785		
88	\$ -	-	-	-	-	-	-	-	-	-	-		
91	\$ 4,444.37	5,207	69	135	132	107	14	18	229	280	1,860		
Unknown	\$ 105.21	800	95	11	-	-	10	-	8	11	67		
TOTAL	\$ 207,413.64	311,385	36,109	21,258	2,147	11,347	1,920	1,421	6,773	12,132	109,075		

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 39,377.95	20,260	22	48	160	1,502	48	5,304	97	1,529	10,503

RIDERSHIP	
Night Owl	-
UC Shuttle	-
TOTAL	-

August Ridership	331,645
August Revenue	\$ 246,791.59

5-9.2

BUS OPERATOR LIFT TEST *PULL-OUT*

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	1	6	1	5	1	100%
FLYER/LOW FLOOR - 40'	12	2	10	3	7	3	100%
FLYER/LOW FLOOR - 35'	18	3	15	12	3	12	100%
FLYER/HIGH FLOOR - 35'	13	2	11	2	9	2	100%
GILLIG/SAM TRANS - 40'	10	1	9	1	8	1	100%
DIESEL CONVERSION - 35'	15	3	12	12	0	12	100%
DIESEL CONVERSION - 40'	14	4	10	9	1	9	100%
ORION/HIGHWAY 17 - 40'	11	3	8	7	1	7	100%
GOSHEN	2	0	2	0	2	0	100%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	10	2	8	7	1	7	100%

5-9.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF AUGUST 2007

BUS #	DATE	DAY	REASON
2205CG	11-Aug	Saturday	Lift won't stow
2215CN	18-Aug	Saturday	Ramp not deploying
2304OR	3-Aug	Friday	Kneel does not lift up all the time
9818LF	27-Aug	Monday	Ramp does not work. Have to manually operate
9822LF	22-Aug	Wednesday	Ramp must be manually lifted up to deploy
9825LF	9-Aug	Thursday	Kneel lowers slow

- F New Flyer
- G Gillig
- C Champion
- LF Low Floor Flyer
- GM GMC
- CG CNG
- CN SR855 & SR854
- OR Orion/Hwy 17

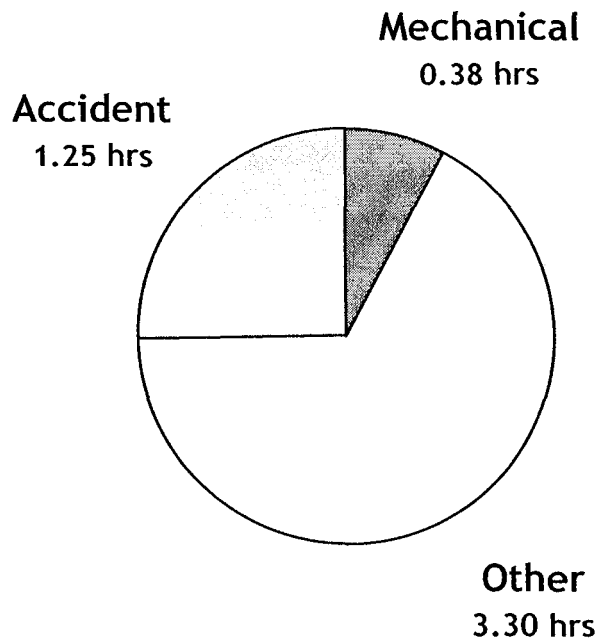
Note: Lift operating problems that cause delays of less than 30 minutes.

5-9.4

Dropped Service for FY 2008

	FY 2005/06		FY 2006/07		FY 2007/08	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	0	0	5.00	96.88	5.53	90.97
August	213.92	3,575.86	15.02	276.46	4.93	110.45
September	140.97	2,336.50	11.30	160.72		
October	STRIKE	STRIKE	37.52	540.19		
November	113.77	1,780.56	37.55	477.48		
December	95.61	1,659.66	6.08	143.84		
January	16.52	286.31	12.24	188.23		
February	39.22	579.38	13.07	88.59		
March	21.38	380.68	7.13	133.30		
April	62.57	986.08	4.85	43.67		
May	33.47	551.00	16.00	241.42		
June	20.20	267.47	62.19	802.29		
TOTAL	757.62	12,403.50	227.95	3,193.06	10.47	201.42

Dropped Service Breakdown for August 2007



5-9.5

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

That the Board of Directors accept and file the voting results from appointees to the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Per the action taken by the Board of Directors, staff is providing the minutes from the most recent meetings of the Santa Cruz County Regional Transportation Commission.
- Each month staff will provide the minutes from the previous month's SCCRTC meetings.

III. DISCUSSION

The Board requested that staff include in the Board Packet information relating to the voting results from the appointees to the Santa Cruz County Regional Transportation Commission. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

- Attachment A:** Minutes of the August 2, 2007 Regular SCCRTC Meeting
Attachment B: Minutes of the August 16, 2007 Transportation Policy Workshop

5-10.1

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
AND
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

Minutes

Thursday,
August 2, 2007
9:00 a.m.

Scotts Valley City Council Chambers
1 Civic Center Drive
Scotts Valley CA 95066

Vice Chair Johnson opened the meeting at 9:10 am.

1. Roll Call

Members Present:	Jan Beutz	Emily Reilly
	Dene Bustichi	Antonio Rivas
	Gustavo Gonzalez (Alt.)	Dale Skillicorn (Alt.)
	Neal Coonerty	Mark Stone
	Randy Johnson	Marcela Tavantzis
	Kirby Nicol	
	Rich Krumholz (ex-officio)	

Member Absent: Ellen Pirie

Staff Present:	George Dondero	Yesenia Parra
	Luis Mendez	Gini Pineda
	Cory Caletti	Karena Pushnik
	David Garti	Rachel Moriconi
	Tegan Speiser	

2. Oral Communications - None

3. Additions or Deletions to Consent and Regular Agendas

Commissioner Beutz asked that Item 7 be included in the regular agenda whether the entities listed in Item 16 as receiving Transportation Development Act (TDA) funds would be included in future TDA performance audits. Executive Director George Dondero said that the response to the recent performance audit would be discussed before the Budget & Administration/Personnel (B&A/P) Committee.

Commissioner Coonerty corrected the date of the August 16th Transportation Policy Workshop (TPW) meeting shown incorrectly as the 20th on page 4-3 of the minutes for the June 7, 2007 Regional Transportation Commission meeting.

Commissioner Coonerty asked if a date for the Highway 1 Soquel Avenue to Morrissey Boulevard Auxiliary Lanes Project Open House was set. Staff responded that no date is set at this time.

Commissioner Rivas asked which transportation planner will attend the Association for Commuter Transportation (ACT) International Conference in Seattle, WA. Staff responded that Senior Planner Tegan Speiser would attend.

Commission Alternate Gonzalez abstained from approving the minutes for both the June 7th and June 21st meetings.

CONSENT AGENDA (Stone/Beautz) as amended

4. Approved Minutes of the June 7, 2007 Regular SCCRTC Meeting
5. Approved Minutes of the June 21, 2007 Transportation Policy Workshop Meeting

POLICY

6. Approved Staff Recommendation to endorse the Special District Risk Management Authority (SDRMA) Sixth Amended Joint Powers Agreement (Resolution 01-08)
7. Approve Staff Recommendation to Support Revisions to the State Eminent Domain Law – Moved to the Regular Agenda after Item 25

PROJECTS and PLANNING

8. Accepted Traffic Monitoring Report (attachment enclosed separately for Commissioners only)
9. Accepted FY 06/07 Fourth Quarter SCCRTC Work Program Report
10. Accepted Information Item on Standardized Taxi Ordinance
11. Accepted Information on the Regional Transportation Plan (RTP) Guidelines Update

COMMISSION BUDGET AND EXPENDITURES

12. Accepted Staff Recommendations Regarding Amendments to the Agreements and RTC Budget for the Regional Coordinated Traffic Monitoring Program

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(Resolution 02-08)

13. Accepted Status Report on Transportation Development Act (TDA) Revenues
14. Approved Out-of-State Travel Authorization to Attend the 2007 Association for Commuter Transportation Conference

ADMINISTRATION

15. Accepted Elderly and Disabled Transportation Advisory Committee and Staff Recommendations Regarding Committee Appointments
16. Accepted the List of Agencies Currently Receiving RTC TDA Funds.

COMMITTEE MINUTES

17. Accepted Draft Minutes of the June 21, 2007 Interagency Technical Advisory Committee Meeting
18. Accepted Draft Minutes of the June 12, 2007 Elderly and Disabled Transportation Advisory Committee Meeting
19. Accepted Draft Minutes of the May 14, 2007 Bicycle Committee Meeting

INFORMATION/OTHER

20. Accepted Monthly Meeting Schedule
21. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
 - a. Letter to the City of Santa Cruz Planning and Community Development Department regarding Comments on the Initial Study for the Safeway Expansion in the City of Santa Cruz.
 - b. Letter to the City of Santa Cruz Redevelopment Agency regarding comments on the Draft Environmental Impact Report for the La Bahia Hotel.
 - c. Letter to the City of Scotts Valley Planning Department regarding comments on the Initial Study for the Bethany University Residence Hall.
 - d. Quarterly Report on Environmental Document Review
22. Accepted Correspondence Log
23. Accepted Letters from SCCRTC Committees and Staff to Other Agencies - None

5-10.a3

24. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
25. Accepted Information Items
 - a. Letter from Department of Transportation regarding the shift from a race-conscious program to a race-neutral program

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

No Items

REGULAR AGENDA

7. Approved Staff Recommendation to Support Revisions to the State Eminent Domain Law – Taken out of Order from the Consent Agenda

Staff reported on the proposed changes to the state eminent domain law established by SB 1210. Senior Transportation Planner Rachel Moricconi reported that some Santa Cruz County projects could be affected if the proposed changes are not enacted. Projects funded by Proposition 1B could be the most affected, for example, Highway 1 Soquel-Morrissey Auxiliary Lanes project, the Highway 1 HOV Lanes project, transit projects and some local streets and roads projects.

Caltrans District 5 Director Rich Krumholz said that Caltrans is concerned about the impact on project delivery if the modifications are not made to SB1210.

Executive Director George Dondero reminded commissioners that delays to the Highway 1 Soquel to Morrissey Auxiliary Lanes Project could result in loss of funding.

Commissioner Beautz expressed concern about supporting efforts to modify the eminent domain law saying that voters had approved passage of the law and it seemed inconsistent to recommend a vote in a certain way and then come back and recommend a modification. She said that the ramifications of modifying SB1210 go beyond transportation issues.

Commissioner Reilly moved to approve the staff recommendations that the Regional Transportation Commission support efforts of the Contra Costa Transportation Authority to modify Eminent Domain law SB 1210 (enacted in 2006) in order to address delays to transportation projects. Commissioner Stone seconded.

Commissioner Reilly revised the motion to include the request that support letters not be mailed until further information is provided to the Commission at the

5-10. a4

August TPW meeting. Commissioner Stone agreed to the addition.

The motion passed unanimously.

26. Commissioner Reports – None

27. Director's Report

Executive Director George Dondero reported that Representative Sam Farr has been working on securing federal money for a variety of projects including those in Santa Cruz County and more specifically the Pacific Station and the Monterey Bay Sanctuary Scenic Trail projects.

He announced that Evans/McDonough Company (EMC) was selected as the polling consultant for the Transportation Funding Task Force survey and that the polling would take place in September to ensure that UCSC students were included.

Commissioner Coornety asked who would review the survey questions and how likely voters would be determined. Mr. Dondero replied that the Commission granted oversight of the full process which includes the review of the survey questions to a small committee that includes Deputy Director, Luis Mendez, Senior Transportation Planner, Karena Pushnik, Consultant Eileen Goodwin and himself. He said that prior voting records would be used in determining likely voters. Mr. Dondero also reported that the September TTF meeting would be rescheduled.

Mr. Dondero reported on the progress of the proposed Vehicle License Fee bill stating that this is a permissive bill which would still require a majority vote from Santa Cruz County voters.

Mr. Dondero introduced the RTC's new Planning Technician, David Garti. He reminded Commissioners that Carl Guardino, California Transportation Commission, would attend the August TPW meeting and will go see project sites following the meeting. He also added that the September TPW meeting would include guest presenters from Contra Costa County to discuss bonding for a sales tax measure.

28. Caltrans Report

Rich Krumholz, Caltrans District 5, reported that there were some delays on the Highway 9 project, that the improvements to Highway 152 were almost done and that the shoulder widening at Laurel Curve was completed.

Mr. Krumholz said that the California Transportation Commission (CTC) met last week and established a delivery council which will act as an advisory body

5-10.a5

overseeing CMIA projects.

Replying to Commissioner Tavantzis, Mr. Krumholz affirmed that landscaping is scheduled along the outside of the cement barrier recently installed on Highway 1 near the Rio del Mar area. He stated that he would have more information at the next commission meeting.

Commissioner Beautz asked if taking workers from the Highway 1/17 project to help with the emergency reconstruction at the MacArthur maze affected the 1/17 project. Siobhan Saunders, Caltrans Resident Engineer, confirmed that the project would not be affected.

Commissioner Johnson thanked Mr. Krumholz for helping to address the concerns of the Scotts Valley Residents on the road construction being done at the entrance to Hwy 17 from Scotts Valley.

Ms. Saunders presented a PowerPoint slide show highlighting the advances made on the Highway 1/17 Interchange Merge Lanes project and details about the intricacies of the construction.

In response to Commissioners' questions, Ms. Saunders said that the current bridge structures are designed to withstand a high level of earthquake activity and that the work is about eight months behind schedule but could be reduced to six months behind schedule.

29. Update on Fiscal Year (FY) 07-08 State Budget and 2008
State Transportation Improvement Program (STIP) Funding and Programming

Senior Planner Rachel Moriconi RTC staff provided information on the state budget, highlighting the impact that state budget proposals may have on local projects. At the time of the meeting, the State had not yet adopted a budget. The Governor and Legislature again propose to divert billions in transportation dollars to the State General Fund. The diversions will significantly affect transit projects in the region and delay a variety of other transportation projects including the Soquel to Morrissey Auxiliary Lanes project as it is funded with CMIA money which contains STIP funds.

Commissioner Reilly said that she was directed by the Santa Cruz City Council to write letters to elected officials protesting the additional \$100 million cuts. She moved that the RTC Chair write similar letters. Commissioner Rivas seconded and the motion carried unanimously.

Commissioner Johnson encouraged everyone to apply pressure to elected officials to stop the diversion of funds intended for transportation projects.

Ms. Moriconi said that the impacts caused by the delay of adopting the state

5-10.ab

budget has made the CTC put all allocations on hold until September, but that she expects that it will eventually be able to allocate STIP funds unless the additional \$100 million is diverted.

Senior Planner Moriconi reported that there is a significant level of uncertainty regarding the amount of new funding that will be available for projects in the 2008 State Transportation Improvement Program (STIP). She stated that making recommendations to the Commission when revenues are so uncertain was difficult. She stated that the Commission might want to revisit the list of projects already approved for funding.

Commissioner Beautz asked for more information on these projects and recommended adding streets and road projects to the funding list if there are sufficient funds.

Commissioner Coonerty asked why the Highway 1/9 intersection improvements were not linked to the Bridge Widening over the San Lorenzo River project. Ms. Moriconi explained that initially the bridge widening was included in the Project Study Report but that the costs were prohibitive for the project to be done all at once. She said that the city has moved forward with intersection project as a separate project.

Commissioner Nicol moved to continue Item 29 until the state budget has been adopted. Commissioner Beautz seconded.

The motion passed unanimously.

30. Review of Items to be Discussed in Closed Session
31. Oral and Written Communications Regarding Closed Session

CLOSED SESSION

The Commission recessed for Closed Session at 10:19 a.m.

32. Conference with Labor Negotiators Pursuant to Government Code 54957.6
Commission Negotiators: Ellen Aldridge and George Dondero
Bargaining Units: Mid-Management Unit and General Representation Unit
33. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

5-10.07

Agency Negotiator: Kirk Trost, Miller, Owen & Trost
Negotiation Parties: SCCRTC, Union Pacific
Under Negotiation: Price and Terms

OPEN SESSION

Commissioners reconvened to open session at 12:19 pm

34. Report on Closed Session - None
35. Next Meetings/Adjournment

The Commission adjourned at 12:20 pm.

The next Transportation Policy Workshop is scheduled for Thursday, August 16 2007 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

The next SCCRTC meeting is scheduled for Thursday, September 6, 2007 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, 5th Floor, Santa Cruz, CA

Respectfully submitted,

Gini Pineda, Staff

ATTENDEES

Soibhan Saunders	Caltrans
Susana Cruz	Caltrans
Diana Bautista	Staff for Senator Maldonado
John Presleigh	County DPW
Genevieve Bookwalter	<i>Sentinel</i>
Bill Comfort	
Michael Keogh	

Santa Cruz County Regional Transportation Commission (SCCRTC)
Transportation Policy Workshop

MINUTES

Thursday, August 6, 2007
9:00 am
SCCRTC Conference Room
Santa Cruz, CA 95060

Members Present: Dene Bustichi David Reetz (Alt.)
Tony Campos Emily Reilly
Randy Johnson Dale Skillicorn (Alt.)
Kirby Nicol Mark Stone
Ellen Pirie Jan Beautz
Marcela Tavantzis
Neal Coonerty

Member Absent: Antonio Rivas, Pat Spence

Staff Present: George Dondero Karena Pushnik
Luis Mendez Tegan Speiser
Kim Shultz Yesenia Parra
Cory Caletti

Call to Order at: 9:06

1. Introductions-Self Introductions were made
2. Oral Communications-Jim Langley spoke regarding the recent tragic bicycle and truck collision resulting in a fatality and the safety concerns on Mission St. He pointed out that when the road was widened bike lanes were not included. He would like to see something done on Mission St. that would make it safe for all commuters and suggested additional warning equipment on trucks and establishing a safety corridor on Mission St.

Piet Canin echoed Mr. Langley and distributed a sheet with a list of suggestions to improve bicycle safety on Mission Street.

Steve Schnaidt, RTC Sacramento Assistant, reported that there is nothing new to report regarding the state budget and that budget discussions would resume on Monday, August 20. He summed up the transportation portion of the budget by saying that it is terrible for transit and transportation overall.

3. Additions/Deletions to the Agenda: George reported that there would be no closed sessions

5-10.61

Consent Agenda unanimously approved (Pirie, Skillicorn)

4. Accept Information on Proposed Changes to Eminent Domain Law-Moved to regular agenda after item number 7.
5. Accepted Information on Establishing a 511 System for the Monterey Bay Area Region –Status Report
6. Accepted Staff Recommendation on Adopting the Resolution For the Special Districts Risk Management Association (SDRMA) Board of Directors Election
7. Accepted Information on the Draft 2007 Central Coast Intelligent Transportation System (CCITS) Implementation Plan

Deputy Director Luis Mendez added that staff would provide a copy of the draft 2007 Central Coast Intelligent Transportation System Implementation Plan to any Commissioners interested in providing comments. All comments must be submitted to the RTC by September 6, 2007.

Regular Agenda

4. Accepted Information on Proposed Changes to the State Eminent Domain Law (Pirie, Campos) – Taken out of Order from the Consent Agenda

Executive Director George Dondero gave a brief summary of the proposal from Contra Costa County regarding the “clean-up” of SB 1210. He summarized the impacts that SB 1210 could potentially have on construction projects including the Hwy 1 Soquel to Morrissey Auxiliary Lanes project in Santa Cruz County. He reviewed the timeline for construction post SB1210 which indicates that a project could be delayed as much as 16 months. He reminded the Commission that the Hwy 1 Soquel to Morrissey Auxiliary Lanes project has very stringent timelines and that delays could cause the RTC to lose the 16.2 million dollars in state funding. Although this project deals mostly with construction easements, it is still subject to SB 1210 regulations.

Commissioners discussed concerns over the impacts that SB 1210 is having on projects, concerns with revisions to SB1210, and the possibility of addressing construction easements in the revisions. Executive Director Dondero suggested continuing the discussion to the September 20, 2007 Transportation Policy Workshop (TPW) meeting.

5. Accepted Staff Information on Establishing a 511 System for the Monterey Bay Area Region

5-10.62

Commissioner Johnson asked that staff provide more information regarding the 511 system and include any cost associated with the project. Executive Director Dondero reported that staff has been involved in discussions with San Benito and Monterey counties in developing a 511 system for the Monterey Bay Region. The commission discussed 511 for Santa Cruz County in the past but the project had not moved forward due to the very high cost.

Senior Planner, Tegan Speiser stated that the project is in the discovery phase. Technological advances since 2001 when the commission first discussed this project should make implementation much less expensive than it was six years ago.

Commissioner Johnson asked about the status of the camera that monitored the fish-hook. Genevieve Bookwalter from the Sentinel responded that due to the Caltrans construction project camera operation became unreliable, adding to the frustration of commuters who depended on it so the link to the camera was removed. She stated that she would investigate the possibility of reestablishing the link.

Mark Griffin from AMBAG echoed Ms. Speiser's comments that the project is in the discovery stage to gather information on available technologies and the cost of implementing a program like 511 in the Monterey Bay.

6. Round Table Discussion with Carl Guardino, California Transportation Commission

Executive Director George Dondero introduced Mr. Guardino who has been the President and CEO of the Silicon Valley Leadership Group since 1997. The American Public Transit Association recently honored Mr. Guardino as National Business Man of the Year, making him only the second person to receive this award. Governor Schwarzenegger recently appointed Mr. Guardino to a four-year term on the California Transportation Commission (CTC).

Mr. Guardino thanked the commission for allowing him to speak with them. He stated that he had only been with the CTC for about 5-months but that in that short period the CTC has allocated a couple of billions of dollars to transportation projects.

Commissioner Johnson briefly summarized the recent fatal bicycle collision on Mission street and the comments made by Mr. Jim Langley during oral communications. Commissioner Johnson asked Mr. Guardino to speak on how bicyclists and motorists can coexist.

Mr. Guardino responded that he travels approximately 4,500 miles annually on his bicycle to and from work and added that improvements to bicycle

5-10.63

infrastructure are necessary. A bill authored by Assembly member Cameron Smyth (AB534) would more than double the amount of funds for the Bicycle Transportation Account and Mr. Guardino urged support for the bill. He also discussed his experience with tax measures that specifically allocate some funds for bicycle transportation and road work that directly impacts bicycle commuters, for example, fixing pot holes.

Mr. Guardino stated that studies have shown that in half of the automobile/bicycle collisions the bicyclist is at fault and the other half the motorist is at fault; therefore, more education of cyclists and motorists on their responsibility when sharing the road is necessary.

Mr. Guardino stated that the Commission should also support the "Complete Streets Act" (AB 1358) proposed by Assembly member Mark Lenno which asks cities and counties to include bicyclists and pedestrians in all their road planning.

Commissioners asked Mr. Guardino to discuss the CTC's involvement in the state budget process, legislation and any other funding being proposed.

Mr. Guardino responded that the CTC does not get involved in the budget process but works with legislators and others to help them understand the impact when transportation funding is cut. He added that current funding for transportation is far from enough. In terms of legislation, the CTC monitors and reports on legislation but does not take a position.

Jim Conklin asked Mr. Guardino whether it might be possible to reduce the threshold for passing local transportation tax measures to 55% as it was reduced for education. Mr. Guardino responded that his most recent experience with polling for that possibility is that it would be difficult to achieve.

Commissioners asked Mr. Guardino to talk about his experience with tax measures. Mr. Guardino discussed his experience with several measures in Santa Clara County and other parts of the State. He explained that although exact details are not necessary that voters respond better if the measure has some specificity, for example, stating that X amount of the tax measure dollars will be used to fund a specific project. He stressed the importance of delivering projects on time and on budget to gain the confidence of the community. He added that he is familiar with the difficulties faced by the Transportation Funding Task Force (TFTF) and would be happy to attend or assist with TFTF meetings.

Commissioners asked Mr. Guardino whether he is familiar with the reasoning behind why Santa Cruz County doesn't qualify as a "self-help county." Mr. Guardino responded that Santa Cruz County is in a small and unique group of counties that have a permanent sales tax measure for transit established decades ago. Self-help counties are those that have passed a sales tax

5-10.64

measure for a variety of specific transportation projects. Commissioners commented that the challenge for Santa Cruz County is that Santa Cruz County projects are just as expensive as those in larger counties but with a much smaller tax base to raise the funds.

Commissioners also commented on the deadlines imposed on some funding sources, for example, the negotiations with Union Pacific have taken much longer than anticipated yet Proposition 116 funds must be spent by 2010. Guardino agreed that putting time limits on some funding doesn't make sense. He also commented that CTC has invited Union Pacific to a variety of meetings to discuss negotiations and timeframes but those meetings do not seem to have much effect.

Commissioner Johnson thanked Mr. Guardino for his time and for his willingness to share his knowledge. Executive Director Dondero extended an invitation to the CTC to hold a meeting in Santa Cruz. Guardino stated that he would deliver the message to the board for the 2008/2009 meeting calendar given that the 2007/2008 calendar had just been set.

7. Oral and Written Communications Regarding Closed Session- N/A

Closed Session (Items canceled)

8. Conference with Labor Negotiators Pursuant to Government Code 54957.6

- a. Commission Negotiators: Ellen Aldridge and George Dondero
- b. Bargaining Units: Mid-Management Unit and Community of RTC Employees (formerly the General Representation Unit)

9. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

- a. Agency Negotiator: Kirk Trost, Miller, Owen & Trost
- b. Negotiation Parties: SCCRTC, Union Pacific
- c. Under Negotiation: Price and Terms

Reconvene to Open Session

10. Report on Closed Session – N/A

5-10.65

11. Next Meetings / Adjournment – The meeting adjourned at 10:50 am.

The next SCCRTC meeting is scheduled for Thursday, September 6, 2007 at 9:00 a.m. at the County Board of Supervisors Chambers, 701 Ocean Street, 5th Floor, Santa Cruz, CA

The next Transportation Policy Workshop is scheduled for Thursday, September 20, 2007 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

Yesenia Parra, Staff

ATTENDEES

Mark Griffin, AMBAG	David Koch, Watsonville	Donna Ziel
Peter Scott, CFST	Reed Searle, SCRP	Jim Conklin
Les White, SC Metro	Geneiveve Bookwalter, Sentinel	
Mark Dettle, City of Santa Cruz	Libby Hynch, Aptos Citizen	
Jim Langley, CTSC	Piet Canin, Santa Cruz bicyclist	

5-10.66

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
**SUBJECT: CONSIDERATION OF REVISING THE MANAGEMENT
COMPENSATION PLAN**

I. RECOMMENDED ACTION

That the Board of Directors remove the language in the Management Compensation Plan regarding Administrative leave conversion and revert to the language in the previous Management Compensation Plan.

II. SUMMARY OF ISSUES

- In August 2006 the Board approved the revised Management Compensation Plan.
- The new plan allowed Managers the option of using Administrative Leave provided for in the Management Compensation Plan for time off or as a cash bonus.
- At the time the language was adopted it was with the understanding that both options now allowable under the Management Compensation Plan could be included as income towards CalPERS retirement.
- Recently METRO was informed that the language change makes the earnings (either in cash bonus or time off) ineligible for credit towards CalPERS retirement.
- As a result of the unintended consequence of the language change it is recommended that the language regarding Administrative Leave revert back to the language in the 2005-2006 Management Compensation Plan.

III. DISCUSSION

In August 2006 when the Management Compensation Plan was adopted a change was made to the Administrative Leave section of the plan. This change allowed managers to take the leave as time off or ask for a cash bonus in lieu of time off. The change was made to allow managers greater flexibility in the use of Administrative Leave.

In the past Administrative Leave was attributable towards CalPERS retirement. It was the understanding of management at the time the change was made that Administrative Leave in the form of time off or as a cash bonus would still qualify towards CalPERS retirement.

5-11.1

It was recently determined that the new language does not meet CalPERS retirement qualifications so neither option currently available for the use of Administrative Leave can be attributed towards CalPERS retirement.

Since this was an unintended consequence of the language change management is recommending the language be changed back to the language in the previous Management Compensation Plan. This would remove the option to receive a cash bonus for Administrative Leave.

To date, only one manager has used the cash bonus option.

IV. FINANCIAL CONSIDERATIONS

There is no financial impact from the change.

V. ATTACHMENTS

None.

5-11.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007

TO: Board of Directors

FROM: Angela Aitken, Finance Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF A BUDGET TRANSFER
REINSTATING THE EMPLOYEE INCENTIVE PROGRAM**

I. RECOMMENDED ACTION

That the Board of Directors approve a budget transfer reinstating the Employee Incentive Program to promote employee moral and team building amongst all of METRO's staff.

II. SUMMARY OF ISSUE

- Staff is recommending reinstating the Employee Incentive Program to promote employee moral and team building.
- Over the past several years, budget cuts resulted in this program being unfunded in the budget.
- Employee moral has been an issue for all of METRO's staff since the strike.
- There have been many retirements of long time employees over the past several years.
- These retirements have brought about many new faces to METRO.
- The Employee Incentive Program will be used as an opportunity for METRO to promote employee moral and team building.
- It is estimated that \$18,000 will be needed to support the reinstatement of this program for FY08 via a transfer from Fuels & Lubricants in the Fleet Maintenance budget.

III. DISCUSSION

Staff is recommending reinstating the Employee Incentive Program to promote employee moral and team building. Over the past several years, budget cuts resulted in this program being unfunded in the budget. Employee moral has been an issue for all of METRO's staff since the strike. There have been many retirements of long time employees over the past several years. These retirements have brought about many new faces to METRO. The Employee Incentive Program will be used as an opportunity for METRO to promote employee moral and team building. It is estimated that \$18,000 will

5-12.1

be needed to support the reinstatement of this program for FY08 via a transfer from Fuels & Lubricants in the Fleet Maintenance budget.

IV. FINANCIAL CONSIDERATION

The FY08 Operating Budget has existing funds to support the costs to reinstate this program.

V. ATTACHMENTS

None.

5-12.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH WILBUR SMITH ASSOCIATES FOR THE PREPARATION OF A SHORT RANGE TRANSIT PLAN

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract extension with Wilbur Smith Associates for the preparation of a Short Range Transit Plan (SRTP).

II. SUMMARY OF ISSUES

- The District established a contract with Wilbur Smith Associates for a Short Range Transit Plan (SRTP) on October 1, 2006.
- The contract will expire on September 30, 2007.
- Contractor will require additional time in order to complete the task.
- District Staff recommends that the Board of Directors authorize a contract extension for 12 months with Wilbur Smith Associates to complete the SRTP.

III. DISCUSSION

On October 1, 2006, METRO established a contract with Wilbur Smith Associates to produce a Short Range Transit Plan (SRTP) for METRO for fiscal years 2008 through 2012. The SRTP will characterize METRO's current fixed-route and ADA complementary paratransit service delivery and will use existing demographic and land use forecasts to project future service needs for developing a preferred service delivery plan to be implemented in each year of the plan.

The SRTP establishes policy and intention for the delivery of fixed-route and complementary paratransit service during the planning period. Transit projects advanced for programming at the federal and state level in the Federal/State Transportation Improvement Plan are derived from the financially constrained five-year capital improvement and operating plans justified by the SRTP.

The project will not be completed by the September 30, 2007 contract term. District staff would like to extend the contract an additional 12 months to allow enough complete the task.

5-13.1

District Staff is recommending that the Board of Directors authorize the General Manager to sign a contract extension of 12 months with Wilbur Smith Associates to provide the SRTP.

IV. FINANCIAL CONSIDERATIONS

No additional funding is required for the contract extension.

V. ATTACHMENTS

Attachment A: Contract Amendment with Wilbur Smith Associates

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 06-03
FOR A SHORT RANGE TRANSIT PLAN**

This First Amendment to Contract No. 06-03 a short range transit plan is made effective October 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Wilbur Smith Associates, Inc. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for a short range transit plan ("Contract") on October 1, 2006.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through September 30, 2008. This Contract may be mutually extended by agreement of both parties.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
WILBUR SMITH ASSOCIATES, INC.

By _____
William E. Hurrell
Regional Vice President

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-13.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Leslie R. White, General Manager
SUBJECT: CONSIDERATION OF AUTHORIZING METRO TO ACQUIRE A USED FORK LIFT FROM CASEY PRINTING FOR \$1,250.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to acquire a used fork lift from Casey Printing for the amount of \$1,250.

II. SUMMARY OF ISSUES

- On September 13, 2007 members of the METRO staff completed the final inspection of the facility located at 110 Vernon in accordance with the relocation agreement with Casey Printing.
- The final funds for relocation assistance for Casey Printing could only be released if they had completely vacated the 110 Vernon facility by September 15, 2007.
- As a part of the final inspection METRO staff members observed that a forklift remained in the warehouse area.
- Representatives of Casey Printing indicated that they left the forklift at the building in case METRO wanted to purchase it to use in managing materials in the warehouse area. Casey Printing representatives further indicated that they would remove the forklift if METRO did not have an interest in purchasing it.
- The forklift located at the 110 Vernon facility is a 1979 unit that is in good condition with very low hours of service (approx. 900) and is valued at approximately \$1,500.
- Casey Printing representatives have offered to sell the forklift to METRO for \$1,250.
- METRO will need a forklift unit at the 110 Vernon warehouse and therefore recommends that the Board of Directors authorize the General Manager to purchase the forklift from Casey Printing for \$1,250.

III. DISCUSSION

On September 13, 2007 members of the METRO staff completed the final inspection of the facility located at 110 Vernon in accordance with the relocation agreement with Casey Printing. The final funds for relocation assistance for Casey Printing could only be released if they had completely vacated the 110 Vernon facility by September 15, 2007. As a part of the final inspection METRO staff members observed that a forklift remained in the warehouse area.

5-14.1

Representatives of Casey Printing indicated that they left the forklift at the building in case METRO wanted to purchase it to use in managing materials in the warehouse area. Casey Printing representatives further indicated that they would remove the forklift if METRO did not have an interest in purchasing it. The forklift located the 110 Vernon facility is a 1979 unit that is in good condition with very low hours of service (approx. 900) and is valued at approximately \$1,500. Casey Printing representatives have offered to sell the forklift to METRO for \$1,250.

METRO will need a forklift unit at the 110 Vernon warehouse and therefore recommends that the Board of Directors authorize the General Manager to purchase the forklift from Casey Printing for \$1,250.

IV. FINANCIAL CONSIDERATIONS

Sufficient funds are available in the FY 2008 METRO Capital Budget to purchase the forklift from Casey Printing for \$1,250.

V. ATTACHMENTS

Attachment A: None

5-14.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR TWO EACH NATURAL GAS BUS ENGINES WITH VALLEY POWER SYSTEMS, INC.

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for two each John Deere natural gas bus engines with Valley Power Systems, Inc.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- One firm submitted a bid for the District's review.
- District staff has reviewed the submitted bid.
- District staff is recommending that a contract be established with Valley Power Systems, Inc. to provide two each John Deere natural gas bus engines .

III. DISCUSSION

The District is converting the bus fleet to engines that use compressed natural gas. The engine that is being installed on the current re-power project is manufactured by John Deere. The District needs to have two spare engines in stock in the case of a catastrophic engine failure. John Deere has indicated that they will not be accepting orders for the desired engine after October 15, 2007 and will not be manufacturing the engines after the end of this year.

On August 31, 2007, District Invitation for Bid No. 08-08 was mailed to four John Deere distributors and was legally advertised. On September 20, 2007, one bid was received from Valley Power Systems, Inc. and opened. District staff has reviewed the submitted bid.

District staff is recommending that a contract be established with Valley Power Systems, Inc. to provide two each John Deere natural gas bus engines for a total amount not to exceed \$76,433.91. Contractor will provide all equipment and materials meeting all District specifications and requirements.

5-15.1

IV. FINANCIAL CONSIDERATIONS

Funds in the amount of \$70,000 for this procurement were budgeted in the capital budget under Revenue Vehicle Replacement. The capital budget will be adjusted to reflect the increased funding required (\$6,434).

V. ATTACHMENTS

Attachment A: Invitation for Bids No. 08-08

Attachment B: Proposed purchase order/contract with Valley Power Systems, Inc.

Note: The IFB along with its Exhibits and any Addendum(s) are available for review at the Administration Office of METRO or online at www.scmtd.com

5-15.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Invitation for Bid (IFB)

For John Deere Natural Gas Bus Engines

District IFB No. 08-08

Date Issued: August 31, 2007

Bid Deadline: 2:00 p.m., September 20, 2007



Contents of this IFB

Part I.	Bid Form
Part II.	Instructions to Bidders
Part III.	Specifications
Part IV.	General Conditions of the Contract
Part V.	Special Conditions of the Contract
Part VI.	Contract
Part VII.	FTA Requirements for Non-Construction Contracts
Part VIII.	Protest Procedures

**Santa Cruz Metropolitan
Transit District**



**BILL TO: 370 ENCINAL ST., STE. 100
SANTA CRUZ, CA 95060
(831) 426-6080**

PURCHASE ORDER NUMBER: 280434 K

DATE ORDERED: September 21, 2007

VENDOR: VALLEY POWER SYSTEMS, INC.
425 SOUTH HACIENDA BLVD
CITY OF INDUSTRY CA 91745

SHIP TO: SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
111 DU BOIS STREET
SANTA CRUZ CA 95060
(831) 469-1960

VENDOR NO: 2829 REQUISITION: 17765 NOTES:

DATE ENTERED	DEPARTMENT NO.	SHIP VIA	PRIORITY	F.O.B.	SHIP BY DATE	TERMS
September 21, 2007	410045			Destination	10/21/2007	Net 30

ITEM	PART NUMBER	DESCRIPTION	ACCT. NO.	QUANTITY	U/M	UNIT COST	EXTENDED COST
1	RG6081HFN04	JOHN DEERE MODEL RG6081HFN04 COMPRESSED NATURAL GAS ENGINES AS PER SPECIFICA- TIONS AND CONDITIONS OF DISTRICT IFB NO 08-08.	514030	2	EA	\$35,223 00	\$70,446 00

Vendor's Instructions: Ship prepaid. Bill in triplicate Packing Slips must accompany all shipments. The above purchase order number must appear on all packages, invoices & correspondence
Receiving hours 8:00-1:00 / 1:00-4:00 Weekdays

- CONFIRMING ORDER
- ORIGINAL ORDER
- CHANGE ORDER

SUB-TOTAL: \$70,446.00
SALES TAX: \$5,987.91
SHIPPING: \$0.00
TOTAL: \$76,433.91

Purchase Order NOT Valid without authorized signatures

SEE ATTACHED TERMS AND CONDITIONS

5-15:61

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF EXECUTING AN EXTENSION AND MODIFICATION TO THE MEMORANDUM OF UNDERSTANDING FOR THE OPERATION OF THE HIGHWAY 17 EXPRESS AND THE AGREEMENT WITH AMTRAK FOR PAYMENT THROUGH SEPTEMBER 30, 2010

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an Extension to the Memorandum of Understanding for the funding and operation of the Highway 17 service and the Agreement with AMTRAK for payment through September 30, 2010.

II. SUMMARY OF ISSUES

- In July 2007 the Board of Directors approved extending the current Memorandum of Understanding (MOU) for the operation and funding of the Highway 17 Express service.
- The current MOU is between the Capitol Corridor Joint Powers Authority (CCJPA), Caltrans, the Santa Clara Valley Transportation Authority, and METRO.
- The extension was approved by the Board of Directors was for the purpose of allowing the parties to develop a new formula for the funding of the Highway 17 service based on the past three years of service.
- Representatives of the signatory agencies to the MOU have been meeting over the past few months trying to put together a more equitable agreement.
- The current MOU approved by the Board of Directors expires September 30, 2007.
- This action will also require a similar extension to the agreement with AMTRAK to allow payments to be made.
- Staff recommends that the General Manager be authorized to execute those extensions necessary to extend the current MOU through September 30, 2010 utilizing a new cost sharing arrangement.

III. DISCUSSION

In July 2007 the Board of Directors approved extending the current Memorandum of Understanding (MOU) for the operation and funding of the Highway 17 Express service. The

5-16.1

current MOU is between the Capitol Corridor Joint Powers Authority, Caltrans, the Santa Clara Valley Transportation Authority, and METRO. The extension was approved by the Board of Directors was for the purpose of allowing the parties to develop a more equitable formula for the funding of the Highway 17 service based on the past three years of service.

Representatives of the signatory agencies to the MOU have been meeting over the past few months to attempt to reach an agreement that all agencies can support. When the expanded Highway 17 Service was initiated, the Capital Corridor Joint Powers Authority and Caltrans took a risk in agreeing to fund the costs of the service extension, and were to be credited with the revenues associated with the expansion. Two things occurred, the service has been very successful, and there was also a shift in existing riders from beginning their trip in Scotts Valley to Santa Cruz. Under the existing formula, the CCJPA and Caltrans get credit for these rides. As a result, their share for the program this year went down, while the VTA and METRO share of the service increased. With the expiration of the current contract, METRO and VTA wanted to more equitably share the costs of the service and also to simplify the billing process.

This extension to the agreement accomplishes those goals. CCJPA and Caltrans will pay a flat \$120,000 per year in support of the program in the first year, in 12 equal installments. In years two and three, the cost shall increase at least the amount of the Consumer Price Increase (CPI) and on the high end it will reflect their share of the costs based upon the results of periodic surveys.

Staff recommends that the General Manager be authorized to execute an Extension of the agreement through September 30, 2010, using the revised formula for cost sharing, and to also extend the agreement with AMTRAK which provides the mechanism for payments to METRO.

IV. FINANCIAL CONSIDERATIONS

The extension of the MOU for the operation and funding of the Highway 17 Express service under these new cost sharing arrangements will save METRO money over the existing arrangement.

V. ATTACHMENTS

ATTACHMENT: To Be Provided at the Board Meeting

5-16.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007

TO: Board of Directors

FROM: Robyn Slater, Human Resources Manager

SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Board Chair present them with awards.

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

Many employees have provided dedicated and valuable years to the Santa Cruz Metropolitan Transit District. In order to recognize these employees, anniversary awards are presented at five-year increments beginning with the tenth year. In an effort to accommodate those employees that are to be recognized, they will be invited to attend the Board meetings to receive their awards.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

6.1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION**

TEN YEARS

Byron L. Watson, Bus Operator

FIFTEEN YEARS

None

TWENTY YEARS

Eduardo Biddlecome, Bus Operator
Cynthia A. Cummings, Bus Operator
Anna M. Gouveia, Transit Supervisor

TWENTY-FIVE YEARS

None

THIRTY YEARS

None

6.a1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 28, 2007

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF APPROVING A RESOLUTION TERMINATING THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY (CPEIA) JOINT POWERS AGREEMENT

I. RECOMMENDED ACTION

Approve the Resolution Terminating the California Public Entity Insurance Authority Joint Powers Agreement (CPEIA)

II. SUMMARY OF ISSUES

- The Santa Cruz Metropolitan Transit District (METRO) has been a member of CPEIA joint powers agreement in order to access excess workers' compensation insurance.
- METRO no longer has a need to be a member of the CPEIA as it is now allowed to be a participating member of the California State Association of Counties (CSAC) which provides for access to various insurance coverages including excess workers' compensation insurance.
- CSAC Excess Insurance Authority (EIA) has requested that METRO execute the attached resolution to document its action to terminate the CPEIA as soon as possible but at least before December 31, 2007.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District (METRO) has been a participating member of the CPEIA joint powers agreement in order to access excess workers' compensation insurance. CPEIA was created by the California State Association of Counties (CSAC) as a "sister JPA" to provide other public agencies with the opportunity to participate in CSAC's programs and services, specifically insurance programs including excess workers' compensation insurance coverage. On February 28, 2006, the County Supervisors Association of California dba CSAC Excess Insurance Authority (EIA) Joint Powers Agreement was amended to allow all public entity members to join the CSAC EIA directly. The transition of the CPEIA members into the CSAC EIA has been in progress for the past year and a half. As of June 30, 2007, all CPEIA members executed the appropriate documents to join the CSAC EIA directly, including METRO. Along with membership rights, public entity members will also be granted limited voting rights on the Board of Directors and the Executive Board. The last phase of the transition plan is the termination of the CPEIA as an entity.

At its meeting on May 29, 2007, the CPEIA Board of Directors took action to terminate the contractual agreement between the CSAC EIA and the CPEIA effective July 1, 2007. Now the CPEIA members, acting through their governing boards, must take action to terminate the CPEIA Joint Powers Agreement.

According to the CPEIA Joint Powers Agreement, the CPEIA will be officially terminated upon approval by three-fourths of the CPEIA members acting through their governing bodies. With 134 CPEIA members, approval of 101 governing boards to effect the termination.

CSAC EIA has requested that METRO execute the attached resolution to document its action to terminate the CPEIA as soon as possible and before December 31, 2007.

IV. FINANCIAL CONSIDERATIONS

None, the CPEIA has no assets to distribute and no programs of the CPEIA were ever established.

V. ATTACHMENTS

Attachment A: Draft Resolution

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

Resolution No. _____

On the Motion of Director _____

Duly seconded by Director _____

The following Resolution is Adopted:

**A RESOLUTION TERMINATING THE CALIFORNIA PUBLIC ENTITY INSURANCE
AUTHORITY JOINT POWERS AGREEMENT**

WHEREAS, the CSAC Excess Insurance Authority (EIA) and the California Public Entity Insurance Authority (CPEIA) have merged into one organization, the EIA, and there is no need for the CPEIA to continue to exist; and

WHEREAS, CPEIA members are able to join the EIA as public entity members; and

WHEREAS, pursuant to Article 22 of the CPEIA Joint Powers Agreement (Agreement) the affirmative vote of the governing bodies of three-fourths of the members are required to terminate the Agreement; and

WHEREAS, there are no assets or other property to distribute under Article 22 of the Agreement;

NOW THEREFORE, BE IT RESOLVED by the Santa Cruz Metropolitan Transit District that pursuant to the provisions of Article 22 of the Agreement it elects to terminate the CPEIA, said termination shall become effective upon the affirmative vote of the governing bodies of three-fourths of the members.

PASSED AND ADOPTED at a regular meeting of the Santa Cruz Metropolitan Transit District, Santa Cruz, California, this 28th day of September 2007, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

MARCELA TAVANTZIS
Board Chair

7.01

ATTEST

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

7.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH PARVUS CORPORATION FOR WIRELESS INTERNET SERVICE FOR THE HIGHWAY 17 EXPRESS

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract with Parvus Corporation for wireless internet service for the Highway 17 Express.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Only one firm submitted a proposal for the District's review.
- An evaluation committee comprised of District staff reviewed and evaluated the proposal and conducted a cost analysis.
- The evaluation committee is recommending that a contract be established with Parvus Corporation for wireless internet service for the Highway 17 Express.

III. DISCUSSION

METRO requested proposals for installing, operating and maintaining a Wireless Internet Service to be operated on up to ten (10) buses running METRO's Highway 17 Express service in between Santa Cruz and San Jose. This will be a "Turn-key" project in which the successful contractor would be responsible for installing, operating and maintaining this system for an initial 12 month period, with METRO having an exclusive option for extending the maintenance and service period on a year-by-year basis. In addition, the contractor was to provide a price for up to five (5) additional units to be included as part of a new bus procurement with New Flyer. These units will be purchased by New Flyer on behalf of Santa Cruz METRO for installation in New Flyer 40-foot transit buses.

On July 25, 2007 District Request for Proposal No. 08-04 was mailed to five firms and was legally advertised. On August 15, 2007, only one proposal was received and opened from Parvus Corporation. An evaluation committee has reviewed and evaluated the proposal. District entered into negotiations with Parvus Corporation in order to secure a lower unit price. Parvus

Corporation reduced their price proposal by \$200 per unit and lowered the cost for installation and airtime charges. This would allow the District to pursue a contract for the purchase and installation of ten units with airtime charges for one year. The District has a Air District grant in the amount of \$37,500 for this procurement.

With only one proposal received, FTA Circular 4220.1E, Article 9 Methods of Procurement, requires that a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit, be performed to insure that the proposal received is fair and reasonable. A cost analysis was performed and a copy of a proposal awarded to Parvus Corporation from Foothill Transit in January of this year provides assurance that the proposal received is fair and reasonable.

The evaluation committee is recommending that the Board of Directors authorize the General Manager to execute a contract with Parvus Corporation for wireless internet equipment and service for the Highway 17 Express for an amount not to exceed \$37,080. Contractor will provide all equipment and services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in a grant from the Air District.

V. ATTACHMENTS

Attachment A: Contract with Parvus Corporation

Note: The RFP along with its Exhibits and any Addendum(s) are available for review at the Administration Office of METRO or online at www.scmtd.com

CONTRACT FOR WIRELESS INTERNET SERVICES FOR THE HWY 17 EXPRESS

THIS CONTRACT is made effective on October 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and PARVUS CORPORATION ("Contractor").

1. RECITALS

1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Wireless Internet Services

District has the need for Wireless Internet Services. In order to obtain these services, the District issued a Request for Proposals, dated July 25, 2007, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Wireless Internet Services and whose principal place of business is Salt Lake City, Utah. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Wireless Internet Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On September 28, 2007, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Wireless Internet Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14.

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated July 25, 2007

B. Exhibit "B" (Contractor's Proposal)

Contractor's Proposal to the District for Wireless Internet Services, signed by Contractor and dated August 15, 2007.

C. Exhibit "C"

Contractor's Best and Final Offer dated August 31, 2007.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits "A", "B", and "C". Where in conflict, the provisions of Exhibit "A" supercede Exhibits "B" and "C". Where in conflict, the provisions of Exhibit "C" supercede Exhibits "B".

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Section 13.14.

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued July 25, 2007.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued July 25, 2007.

3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$37,080 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District. Contractor's invoices shall include detailed records showing equipment and services provided. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

Parvus Corporation
3222 S. Washington Street
Salt Lake City, UT 84115
Attention: Bart Robison, Sales Engineer

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
PARVUS CORPORATION

By _____
Les Goodman
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request for Proposals (RFP)

**For Wireless Internet Service
for the Highway 17 Express**

District RFP No. 08-04

Date Issued: July 25, 2007

Proposal Deadline: 5:00 P.M., August 15, 2007



Contents of this RFP

Part I.	Instructions to Offerors
Part II.	General Information Form
Part III.	Specifications
Part IV.	General Conditions
Part V.	Contract/Agreement
Part VI.	FTA Requirements for Non-Construction Contracts
Part VII.	Protest Procedures

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

Any contract or purchase order entered into as a result of this RFP shall incorporate the RFP and the proposal submitted by successful offeror. In the event of conflict between the proposal and any other contract document, the other contract document shall prevail unless specified otherwise by the District. Telephone or electronic proposals will not be accepted.

4. **LATE PROPOSALS:** Proposals received after the date and time indicated herein shall not be accepted and shall be returned to the Offeror unopened.

Requests for extensions of the proposal closing date or time will not be granted. Offerors mailing proposals should allow sufficient mail time to ensure timely receipt of their proposals before the deadline, as it is the offerors responsibility to ensure that proposals arrive before the closing time.

5. **MULTIPLE PROPOSALS:** An offeror may submit more than one proposal. At least one of the proposals shall be complete and comply with all requirements of this RFP. However, additional proposals may be in abbreviated form, using the same format, but providing only the information that differs in any way from the information contained in the master proposal. Master proposals and alternate proposals should be clearly labeled.
6. **PARTIAL PROPOSALS:** No partial proposals shall be accepted.
7. **WITHDRAWAL OR MODIFICATION OF PROPOSALS:** Proposals may not be modified after the time and date proposals are opened. Proposals may be withdrawn by Offeror before proposal opening upon written request of the official who is authorized to act on behalf of the Offeror.
8. **CHANGES TO THE RFP RECOMMENDED BY OFFERORS:** All requests for clarification or modification of the RFP shall be made in writing. Offerors are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the cost or savings to the District and the advantage to the District of the proposed change.
9. **ADDENDA:** Modifications to this RFP shall be made only by written addenda issued to all RFP holders of record. Verbal instructions, interpretations, and changes shall not serve as official expressions of the District, and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by offerors and included in their proposals.
10. **OFFEROR'S PROPOSAL TO THE DISTRICT:** Offerors are expected to thoroughly examine the scope of work and terms and conditions of the RFP. Offerors' terms, conditions, and prices shall constitute a firm offer to the District that cannot be withdrawn by the Offeror for ninety (90) calendar days after the closing date for

proposals, unless a longer time period is specified by the District in the RFP. Offerors shall identify all proprietary information in their proposals. Information identified as proprietary shall not be made available to the public or other offerors.

11. **SINGLE OFFEROR RESPONSIBILITY:** Single Offeror responsibility is required under this RFP. Each Offeror responding to this RFP must respond to all professional services and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein.
12. **EXPERIENCE AND QUALIFICATIONS:** Offeror may be required upon request of the District to substantiate that Offeror and its proposed subcontractors have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.
13. **SUBCONTRACTING:** The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Offeror assumes the following responsibilities: (1) serves as the sole general contractor with the District; (2) assumes full responsibility for the performance of all its subcontractors, joint venturers, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each subcontractor or joint venturer; and, (5) submits copies of all subcontracts and other agreements proposed to document such arrangement.

Without limiting the foregoing, any such legal documents submitted under item "5" above must (a) make the District a third-party beneficiary thereunder; (b) grant to the District the right to receive notice of and cure any default by the successful offeror under the document; and (c) pass through to the District any and all warranties and indemnities provided or offered by the subcontractor or similar party.

14. **EVALUATION CRITERIA AND AWARD OF CONTRACT:** The award of the contract will be made to the responsible Offeror whose proposal is most advantageous to the District. Specific evaluation criteria are identified in the Specifications section of the RFP.
15. **DISTRICT'S PREROGATIVE:** The District reserves the right to contract with any single firm or joint venture responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFP does not commit the District to negotiate a contract, nor does it obligate the District to pay for any costs incurred in preparation and submission of proposals or in submission of a contract.

The District reserves and holds at its discretion the following rights and options in addition to any others provided by the Public Utility Code, Section 98000 and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

16. **EXECUTION OF CONTRACT:** The final contract shall be executed by the successful offeror and returned to the District Administrative Office no later than ten (10) calendar days after the date of notification of award by the District. All required bonds and insurance certificates shall also be submitted by this deadline. In the event successful offeror does not submit any or all of the aforementioned documents on or before the required deadline, the District may award the contract to another offeror; in such event, District shall have no liability and said party shall have no remedy of any kind against the District.
17. **DISADVANTAGED AND WOMEN'S BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the successful offeror selected for this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

18. **NONDISCRIMINATION:** The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, creed, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability in the consideration for award of contract.

***ADDITIONAL INSTRUCTIONS TO OFFERORS ARE SET FORTH IN
OTHER SECTIONS OF THIS REQUEST FOR PROPOSALS***

Listing of major sub consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

**CERTIFICATION OF PROPOSED CONTRACTOR REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Contractor) _____ certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three year period preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposed Subcontractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

(Contractor) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

LOBBYING CERTIFICATION
(Only for Contracts above \$100,000)

Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661.

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

A waiver from the Buy America Provision may be sought by SCMTD if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

CONTRACTOR'S ADDRESS _____
 PROPOSAL AMOUNT \$ _____
 PROPOSAL OPENING DATE _____
 DATE OF DBE CERTIFICATION _____
 SOURCE ** _____

This information must be submitted during the initial negotiations with the District. By submitting a proposal, offeror certifies that he/she is in compliance with the District's policy. Failure to submit the required DBE information by the time specified will be grounds for finding the proposal non-responsive.

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE

TOTAL CLAIMED DBE PARTICIPATION \$ _____ %

SIGNATURE OF CONTRACTOR

DATE

AREA CODE/TELEPHONE

(Detach from proposal if DBE information is not submitted with proposal.)

- * If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
- ** DBE's must be certified on the date proposals are opened.
- *** Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

NOTE: Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

CONTRACTOR DBE INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
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TOTAL CLAIMED DBE
PARTICIPATION \$ _____ _____ %

PART III

SPECIFICATIONS

1. BACKGROUND

Santa Cruz METRO is seeking proposals for installing, operating and maintaining a Wireless Internet Service to be operated on up to ten (10) buses running Santa Cruz METRO's Highway 17 Express service in between Santa Cruz and San Jose. These vehicles are Orion 40-foot transit buses.

This will be a "Turn-key" project in which the selected vendor will be responsible for installing, operating and maintaining this system for an initial 12 month period, with Santa Cruz METRO having an exclusive option for extending the maintenance and service period on a year-by-year basis.

In addition, the vendor will provide a price for up to five (5) additional units to be included as part of a new bus procurement with New Flyer. These units will be purchased by New Flyer on behalf of Santa Cruz METRO for installation in New Flyer 40-foot transit buses.

1.1 The Overall Mission Of This Demonstration Project

- Provide Santa Cruz METRO Highway 17 Express passengers with a means to access the Internet during their commute.

1.2 Scope of Work

- The Contractor shall design, furnish, install, test, make operational, maintain, and operate an electronic Wi-Fi System (Wi-Fi).
- The Contractor shall provide all related maintenance and upgrades to sustain the system.
- The Contractor shall be responsible for all tasks, equipment, system components, and information services required to make Wi-Fi broadcasts available to Highway 17 Express passengers.
- The Wi-Fi system shall be installed in up to ten (10) 40-foot, buses built by Orion.
- The Contractor is responsible for obtaining all relevant information regarding the Santa Cruz METRO's transit vehicles in use on Santa Cruz METRO's Highway 17 Express.

1.3 Costs

Santa Cruz METRO will underwrite the full cost of installation, operation and maintenance.

1.4 Highway 17 Express

The Highway 17 Express provides express bus service connection Santa Cruz and San Jose. It operates seven days a week, 365 days a year. Ridership is composed of Silicon Valley employees, San Jose State students, AMTRAK passengers, and others.

2. Wi-Fi OVERVIEW

Wi-Fi- shall be in operation at all times the bus is in service. Successful contractor will work with METRO to determine when and how the system will power down. Successful contractor will work with METRO to develop and implement a splash screen user agreement.

2.1 Minimum Performance Standard

Wi-Fi shall operate with a goal of 99 percent availability during operation of end-to-end service on the Highway 17 Express, and an up-time availability of 99 percent or better.

Amplifiers/signal boosters can be implemented to ensure uptime and sufficient signal coverage.

This performance shall be achieved without adversely disrupting bus availability based on current bus operating duty cycles. All necessary maintenance and information content manipulation shall be transparent to Santa Cruz METRO bus operations.

Wi-Fi will not interfere with existing electronics or communications equipment currently on the buses.

2.2 Content Filtering

Wi-Fi service will be provided with a content filter device that has the ability to be implemented by METRO to bar objectionable material from being viewed by any and all customers. Santa Cruz METRO's project manager will work with the selected vendor to ensure this is implemented properly if required by METRO.

2.3 Remote Monitoring

The Contractor will provide remote monitoring of the Wi-Fi service to ensure measurable uptime and customer use for marketing purposes in addition to full or partial failures of individual units.

2.4 Technical Support Plan

The Contractor will submit a technical support plan detailing their proposed method of providing technical support to the end-user.

3. PROJECT MANAGEMENT REQUIREMENTS

The Contractor shall establish a Project Manager subject to Santa Cruz METRO approval who shall be highly responsive to the needs of WI-FI as required in this document. The Project Manager shall coordinate design and engineering activities and provide a technical liaison to Santa Cruz METRO. This person shall be highly competent and fully qualified in all aspects of the System. The selected vendor's Project Manager shall be available to Santa Cruz METRO on twenty-four hours per day, seven days per week basis via telephone, pager and e-mail.

3.1 Schedule

The contract schedule shall show each activity, including User Licensing, Procurement of hardware, Installation, and Testing. A copy of the detailed contract schedule shall be submitted to Santa Cruz METRO within 5 calendar days after the Notice to Proceed (NTP) is issued.

3.2 Technical Proposal

The technical proposal shall fully describe how the proposed Wi-Fi system functions, how the system integrates into Santa Cruz METRO's vehicle, and how this system will be accessed by Santa Cruz METRO's passengers.

- Proposers shall furnish a detailed project schedule indicating full installation and testing completed no later than October 31, 2007.

- Proposers shall furnish a detailed description of the elements of the proposed Wi-Fi system that demonstrates the proposers degree of knowledge about the Santa Cruz METRO's existing systems and operating characteristics.
- Proposers shall furnish technical brochures, drawings, or pictures needed to provide Santa Cruz METRO with a clear understanding of the proposed system.
- Proposers shall furnish an installation and maintenance plan that demonstrates the seamless integration of an automatic WI-FI system including information content and data management process.
- Proposers shall provide a summary of projects similar in scope to this one that have been completed and implemented within the last 24 months.

3.3 System Support

Support for the maintenance and operation of installed Wi-Fi subsystems shall be provided on-site at Santa Cruz METRO on a continuous basis throughout installation. Ongoing support after installation will be per the installation and maintenance plan.

Support for in-service Wi-Fi equipment shall be provided within twenty-four hours of reported system outage.

4. PROPOSAL SUBMISSION REQUIREMENTS

The proposal must include the following items in the order listed below. (Please complete and include the General Information Form, Certification Regarding Debarment, Lobbying Certification Form, Buy America Certification Form and DBE Information Form enclosed in this packet with your proposal.) Your firm may include any additional information considered helpful in the evaluation of the proposal. However, proposals should be kept as brief and concise as possible.

- 4.1** A statement of the offeror's understanding of the scope of work and project requirements and the maximum all-inclusive fee for the performance of that work.
- 4.2** Submit a profile of the firm, including whether or not the firm is local, regional, national or multi-national.
- 4.3** Experience of the firm.
- 4.4** References of at least three customers with addresses and telephone numbers that can be contacted. Provide a description of the work performed for these references.
- 4.5** Price proposal in the format as shown in Article 8 below.

5. DEADLINE FOR RECEIPT OF PROPOSALS

The sealed proposal, one original and four (4) copies, and addenda (if any) must be received by the District no later than 5:00 p.m., August 15, 2007.

Mail or deliver to:

Santa Cruz Metropolitan Transit District
 Attn: Purchasing Agent
 110 Vernon Street, Suite B
 Santa Cruz, CA 95060

Marked: "Request for Proposals for Wireless Internet Services RFP No. 08-04"

The Purchasing Office shall date/time stamp the proposal package. Late proposals will be considered non-responsive and rejected.

6. INQUIRIES AND CORRESPONDENCE

Questions pertaining to this Request for Proposals shall be directed to the Purchasing Agent, Lloyd Longnecker, by email address: llongnec@scmttd.com or by writing to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, CA 95060. No offeror may consider any verbal instructions, interpretations, or changes as an official expression on the District's behalf. Only written addenda signed by the Purchasing Agent may be considered valid.

7. EVALUATION AND SELECTION

7.1 Evaluation

Proposals will be evaluated on the basis of a variety of respective qualifications-based criteria, including, without limitation, experience, reputation of company, completeness and clarity of proposal, references, price and Disadvantaged Business Enterprise (DBE) participation.

Proposals will be evaluated according to the following criteria, listed in order of priority, which shall be the sole criteria for determining qualifications for contract award:

Evaluation Criteria	Points Possible
1. Responsiveness of Proposal to Scope of Work and Specifications	25
2. Experience of Firm	20
3. References	20
4. Price Proposal	30
5. Disadvantaged Business Enterprise Participation	5
Total Points Possible	100

7.2 Selection

Oral interviews may be conducted to assist in the final selection.

7.2.1 The District reserves the right to make the selection within ninety (90) calendar days from the date proposals are opened, during which period proposals shall not be withdrawn.

7.2.2 District reserves the right to delay making a selection in order to permit proper study and analysis of all proposals received and/or reject any or all proposals received.

7.2.3 District reserves the right to investigate the qualifications of all firms under consideration, to confirm any part of the information furnished by the firm, and to require further evidence of capabilities which are considered necessary for the successful performance of the Contract.

8. FORMAT OF PRICE PROPOSAL

Submitted price proposal shall be in the following format:

Item	Unit Price	Quantity	Total Cost Including 8.5% Sales Tax
1. Wi-Fi Unit Cost	\$	Up to 10	\$
2. Installation	\$	Unit Price	\$
3. Maintenance Program (Initial 12-month term)	\$	Unit Price	\$
4. Warranty	\$	Unit Price	\$
5. Monthly Airtime Charges (Initial 12-month Term)	\$	Unit Price	\$
6. Content Filtering	\$	Unit Price	\$
7. Remote Monitoring	\$	Unit Price	\$
8. Optional Wi-Fi Units (5)	\$	Up to 5	
9. Total Project Proposal			\$

OPTION YEAR 2

Item	Unit Price	Quantity	Total Cost
10. Maintenance Program Option Year 2	\$	Unit Price	\$
11. Warranty (Extended)	\$	Unit Price	\$
12. Monthly Airtime Charges Option Year 2	\$	Unit Price	\$

OPTION YEAR 3

Item	Unit Price	Quantity	Total Cost
13. Maintenance Program Option Year 3	\$	Unit Price	\$
14. Warranty (Extended)	\$	Unit Price	\$
15. Monthly Airtime Charges Option Year 3	\$	Unit Price	\$

Proposers may choose to provide extended pricing for the two option years or provide a methodology (e.g., CPI) for calculating option year prices.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

1.02 Right to Modify Contract

District may extend the term of this Contract, expand the Scope of Work, or otherwise amend the Contract. Any such extension, expansion or amendment shall be effective only upon written agreement of the parties in accordance with Section 13.14.

2. TERMINATION

2.01 Termination for Convenience

2.01.01 The performance of Work under this Contract may be terminated by the District upon fifteen (15) days' notice at any time without cause for any reason in whole or in part, whenever the District determines that such termination is in the District's best interest.

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the District in the manner, at the time, and to the extent directed by the District all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the District, to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by District the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above provided, however, that the Contract shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct; (8) complete performance of

such part of the Work as shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

2.02 Termination for Default

2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.

2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

The rights and remedies of the District provided in this Article 2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. FORCE MAJEURE

3.01 General

Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Section 3 shall not preclude District from canceling or terminating this Contract (or any order for any product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to Contractor.

3.02 Notification by Contractor

Contractor shall notify District in writing as soon as Contractor knows, or should reasonably know, that a force majeure event (as defined in Section 3.01) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by the District to evaluate any Contractor request for relief under this Article 3. District shall examine Contractor's notification and determine if the Contractor is entitled to relief. The District shall notify the Contractor of its decision in writing. The District's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on the parties.

3.03 Losses

Contractor is not entitled to damages, compensation, or reimbursement from the District for losses resulting from any "force majeure" event.

4. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract.

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. District shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to this Contract (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of District is to ensure that such services are performed and rendered in a competent and cost effective manner.

5.02 Benefits

Contractor (including, without limitation, its officers, shareholders, subcontractors and employees) has no claim under this Contract or otherwise against the District for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit of any kind.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

Contractor shall exonerate, indemnify, defend, and hold harmless District (which for the purpose of Articles 6 and 7 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which District may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property (ies) of Contractor and third persons.

6.01.02 Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7. INSURANCE

7.01 General

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects District and any insurance or self-insurance maintained by District shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.02 Types of Insurance and Minimum Limits

Contractor shall obtain and maintain during the term of this Contract:

- (1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees).
- (2) Contractors vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
 - (a) Full Personal Injury coverage.
 - (a) Broad form Property Damage coverage.
 - (a) A cross-liability clause in favor of the District.
- (4) Contractor shall obtain and maintain Professional Liability Insurance coverage in the minimum amount of \$1,000,000.00.

7.03 Other Insurance Provisions

- (1) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by District.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Contract.
- (3) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "The Santa Cruz Metropolitan Transit District is hereby added as an additional insured as respects the operations of the named insured."
- (4) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after the District shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify District in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (6) Contractor agrees to provide District at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (6) All insurance shall be obtained from brokers or carriers authorized to transact business in California and are satisfactory to the District.

8. RESERVED

9. NO DISCRIMINATION

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or, sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

10. DISADVANTAGED BUSINESS ENTERPRISES

The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE's) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Contractor shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

I. PROMPT PAYMENT

11.01 Prompt Progress Payment to Subcontractors

The prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the District's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

A. Prompt Payment of Withheld Funds to Subcontractors

The District shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the District of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the District. Any delay or postponement of payment may take place only for good cause and with the District's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prime subcontractors must include the prompt payment language of paragraph 1 in all subcontracts, regardless of subcontractor's DBE status. Failure of a prime contractor to uphold prompt payment requirements for subcontractors will result in District withholding reimbursement for completed work.

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

The Contract shall inure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this Article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

13.02 Survival of Rights and Obligations

In the event of termination, the rights and obligations of the parties which by their nature survive termination of the services covered by this Contract shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended as provided in Section 13.15; and the hold harmless agreement contained in Article 6 shall survive.

13.03 Limitation on District Liability

The District's liability is, in the aggregate, limited to the total amount payable under this Contract.

13.04 Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

Contractor agrees to submit to District all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein the District's name is mentioned or language used from which the connection of District's name therewith may, within reason, be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of District.

13.06 Consent to Breach Not Waiver

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

13.07 Attorneys' Fees

In the event that suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

13.08 No Conflict of Interest

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs.

13.10 Cal OSHA/Hazardous Substances

13.10.01 Contractor shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on District property, (2) ensure that its employees take appropriate protective measures, and (3) provide the District's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on District property.

13.10.02 Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify the District against any and all damage, loss, and injury resulting from non-compliance with this Article.

13.10.03 Contractor will comply with the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 - 25249.13. Contractor will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.

13.10.04 Contractor shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Contractor. Contractor shall be solely responsible for all clean-up efforts and costs.

13.11 Non-Assignment of Contract

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or Contractor's right, title or interest in or to the same or any part thereof without previous written consent by the District; and any such action by Contractor without District's previous written consent shall be void.

13.12 No Subcontract

Contractor shall not subcontract or permit anyone other than Contractor or its authorized staff and subcontractors to perform any of the scope of work, services or other performance required of Contractor under this Contract without the prior written consent of the District. Any such action by Contractor without District's previous consent shall be void.

13.13 Severability

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, and shall in no way be affected, impaired or invalidated.

13.14 All Amendments in Writing

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

13.15 Audit

This Contract is subject to audit by Federal, State, or District personnel or their representatives at no cost for a period of four (4) years after the date of expiration or termination of the Contract. Requests for audits shall be made in writing, and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the four-year period that the Contract is subject to audit, Contractor shall maintain detailed records substantiating all costs and expenses billed against the Contract.

13.16 Smoking Prohibited

Contractor, its employees and agents shall not smoke in any enclosed area on District premises or in a District vehicle.

13.17 Responsibility for Equipment

13.17.01 District shall not be responsible nor held liable for any damage to person or property consequent upon the use, or misuse, or failure of any equipment used by Contractor, or any of its employees, even though such equipment be furnished, rented or loaned to Contractor by District.

13.17.02 Contractor is responsible to return to the District in good condition any equipment, including keys, issued to it by the District pursuant to this Agreement. If the contractor fails or refuses to return District-issued equipment within five days of the conclusion of the contract work the District shall deduct the actual costs to repair or replace the equipment not returned from the final payment owed to contractor or take other appropriate legal action at the discretion of the District.

13.18 Grant Contracts

13.18.01 Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

CONTRACT FOR WIRELESS INTERNET SERVICES FOR THE HWY 17 EXPRESS

THIS CONTRACT is made effective on _____, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Wireless Internet Services

District has the need for Wireless Internet Services. In order to obtain these services, the District issued a Request for Proposals, dated July 25, 2007, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Wireless Internet Services and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Wireless Internet Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Wireless Internet Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14.

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated July 25, 2007

B. Exhibit "B" (Contractor's Proposal)

Contractor's Proposal to the District for Wireless Internet Services, signed by Contractor and dated August 15, 2007.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits "A" and "B". Where in conflict, the provisions of Exhibit "A" supercede Exhibit "B".

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Section 13.14.

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued July 25, 2007.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued July 25, 2007.

3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed one (1) year and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for four (4) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

Attention: _____

7. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

This Contract is subject to the terms of a financial assistance contract between the Santa Cruz Metropolitan Transit District and the Federal Transit Administration (FTA) of the United States Department of Transportation.

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. 431, no member of, nor delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

3.0 INELIGIBLE CONTRACTORS

Neither Contractor, subcontractor, nor any officer or controlling interest holder of Contractor or subcontractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government.

4.0 EQUAL EMPLOYMENT OPPORTUNITY (Not applicable to contracts for standard commercial supplies and raw materials)

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, religion, color, sex, age (40 or over), national origin, pregnancy, ancestry, marital status, medical condition, physical handicap, sexual orientation, or citizenship status. The Contractor shall take affirmative action to insure that applicants employed and that employees are treated during their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

5.1 Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

5.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

5.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the District, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5.5 Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the District shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or,
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

5.6 Incorporation of Provisions

The Contractor shall include the provisions of Paragraphs (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the District or the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may require the District to enter into such litigation to protect the interests of the District, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

6.0 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (Applicable only to contracts in excess of \$100,000)

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

7.0 CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

8.0 AUDIT AND INSPECTION OF RECORDS (Applicable only to sole source or negotiated contracts in excess of \$10,000)

Contractor agrees that the District, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after District makes final payments and all other pending matters are closed.

9.0 LABOR PROVISIONS (Applicable only to contracts of \$2,500.00 or more that involve the employment of mechanics or laborers)

9.1 Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of which such individual was required or permitted to work in excess of eight (8) hours in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

9.3 Withholding for Unpaid Wages and Liquidated Damages

DOT or the District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of

the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the District shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9.5 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

10.0 CARGO PREFERENCE (Applicable only to Contracts under which equipment, materials or commodities may be transported by ocean vehicle in carrying out the project)

The Contractor agrees:

- 10.1 To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States- flag commercial vessels.
- 10.2 To furnish within 30 days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above, to the District (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D. C. 20590, marked with appropriate identification of the project.
- 10.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

11.0 BUY AMERICA PROVISION

This procurement is subject to the Federal Transportation Administration Buy America Requirements in 49 CFR 661. A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal that does not include the certificate shall be considered non-responsive. A waiver from the Buy America Provision may be sought by the District if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

No employee, officer or agent of the District shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. The District's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub agreements.

14.0 MOTOR VEHICLE EMISSION REQUIREMENTS (Applicable only to Contracts involving the purchase of new motor vehicles)

The Contractor must provide a certification that:

- (a) The horsepower of the vehicle is adequate for the speed, range, and terrain in which it will be required and also to meet the demands of all auxiliary equipment.
- (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
- (d) When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

15.0 MOTOR VEHICLE SAFETY STANDARDS (Applicable only to contracts involving the purchase of new motor vehicles)

The Contractor will assure that the motor vehicles purchased under this contract will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR Parts 390 and 571.

16.0 DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform the District.

17.0 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

17.1 General

The District and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by the District, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when the District or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The District or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.
- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

17.2 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, the District, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
- (b) "Records" means any item, collection or grouping of information about an individual that is maintained by the District or Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (c) "System of records" on individuals means a group of any records under the control of the District or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

18.0 PATENT RIGHTS (Applicable only to research and development contracts)

If any invention, improvement or discovery of the District or contractors or subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

19.0 RIGHTS IN DATA (Applicable only to research and development contracts)

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. The District and Contractor agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the District and Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public. This restriction, however, does not apply to Agreements with academic institutions.

The District and Contractor agree to grant and do hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world:

- (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Contract but which is incorporated in the work furnished under this Contract; and
- (b) To authorize others so to do.

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or

rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

The third and fourth paragraphs under Section 19.0 above are not applicable to material furnished to the District or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the District or Contractor at the time of delivery of such work.

In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all subcontracts under this Contract.

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:

- (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub- contractors in the certification and disclosure form.

20.5 Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1E Third Party Contracting Guidelines dated June 19, 2003 and the Santa Cruz Metropolitan Transit District's (DISTRICT) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to:

- (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violation of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA" (FTA Circular 4220.1E, Section 7, paragraph 1., Written Protest Procedures)

Protests relating to the content of this Request for Proposal (RFP) package must be filed within ten (10) calendar days after the date the RFP is first advertised. Protests relating to a recommendation for award solicited by this RFP must be filed by an interested party within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the offerors. The date of filing shall be the date of receipt of protests or appeals by the DISTRICT.

All Protests shall be filed in writing with the Assistant General Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. **No other location shall be acceptable.** The DISTRICT will respond in detail to each substantive issue raised in the protest. The Assistant General Manager shall make a determination on the protest normally within ten (10) working days from receipt of protest. Any decision rendered by the Assistant General Manager may be appealed to the Board of Directors. The Protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the Protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the Assistant General Manager's decision and directly related to the grounds of the protest. The Board of Directors has the authority to make a final determination and the Board of Director's decision shall constitute the DISTRICT's final administrative remedy.

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Proposal Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Offeror may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

Should the DISTRICT postpone the date of proposal submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for proposal submission shall be postponed until the DISTRICT has issued its final decision.

A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protestor is responsible for adhering to the DISTRICT's protest procedures.

An Offeror may seek FTA review of the DISTRICT's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1E. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under the DISTRICT's protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 2210
San Francisco, CA 94105-1839



EXHIBIT - B

COPY

Response to:
Santa Cruz Metropolitan Transit District
Request for Proposals

RFP No. 08-04, Wireless Internet Service

Company Issuing Proposal:

Parvus Corporation
3222 Washington Street
Salt Lake City, UT 84115
Phone: (801) 483-1533
Fax: (801) 483-1523

Contacts:

Bart Robison, (801) 433-6332
Andrew Hunt, (801) 433-6343

Parvus Corporation
3222 South Washington Street
Salt Lake City, UT 84115

August 15, 2007

Santa Cruz Metropolitan Transit District
Attn: Lloyd Longnecker
110 Vernon Street, Suite B
Santa Cruz, CA 95060

Request for Proposals for Wireless Internet Services RFP No. 08-04

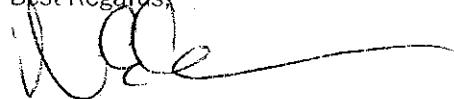
RE: RiderNet™ Proposal for Wireless Internet Services RFP No. 08-04

Dear Mr. Lloyd Longnecker:

As President of Parvus, we are pleased to offer the enclosed RiderNet™ proposal as requested per RFP No. 08-04. Parvus is a Utah Corporation with principal offices at 3222 South Washington Street, Salt Lake City, UT 84115. Bart Robison, one of our Sales Engineers in Transportation, will be the project manager of this project and is the contact that is authorized to represent our organization.

Thank you for the opportunity and we look forward to working together.

Best Regards,



Les Goodman
President
Parvus Corporation



Bart Robison
Sales Engineer, Transportation
Parvus Corporation

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1. Understanding of Santa Cruz METRO's Requirements

Given the basic requirements stated in Request for Proposal for Wireless Internet Services, RFP No. 08-04, Parvus understands the requirements as such:

The basic need is to install, maintain, support, and provide data services for communications equipment capable of delivering quality wireless Internet service to passengers on an express bus from Santa Cruz to San Jose, along Highway 17. Basic requirements include highly reliable Wi-Fi service to the passengers without interference with the bus operations or the bus equipment. More specific requirements include power-down capability, content filtering, remote monitoring a custom "splash" page, and customer support

Further, Santa Cruz METRO desires to receive proposals to include the following:

- On-board hardware which meets the given requirements
- The installation of such hardware
- Data services to ensure a reliable Internet connection
- The maintenance and support of the above hardware including:
 - Content filtering
 - System status and historical utilization reporting
 - System support to Santa Cruz METRO
 - End-user support for passengers

Santa Cruz METRO desires to contract for a turn-key solution, including hardware, installation, data services, maintenance, reporting, technical support, extended warranties, and all of the above mentioned features.

Initially, 10 buses are desired to be outfitted with this service for the period of 12 months. Optionally, an additional 5 buses and an additional 24 months of services may also be desired

Parvus proposes RiderNet to be the solution of choice for this installation. RiderNet has been specifically designed for the transit industry. RiderNet has been designed for the demanding conditions of a moving transit bus. The software features and service package have been tailored from the ground up for transit agencies. Furthermore, RiderNet meets or exceeds all functional requirements given in RFP No 08-04. A detailed description of RiderNet will be given later in this proposal.

The total maximum all-inclusive fee for all options, as described above is \$106,530.00

2. Company Profile

Company Background:

Headquartered in Salt Lake City, Utah, Parvus is the U.S. arm of the Eurotech Group, a global family of technology companies focused on innovative embedded and high performance computing solutions. Parvus operates a high-tech 20,000 sq. foot complex located 15 minutes from the Salt Lake International Airport. Other Eurotech Group operations are located throughout Europe and Asia with global headquarters in Amaro, Italy.

Since 1983, Parvus Corporation has been a strategic systems engineering and development partner for transportation, aerospace, defense, and industrial clients. Certified to ISO 9001:2000 quality standards, Parvus leverages extensive expertise in systems integration, electrical/mechanical design and a complete line of rugged commercial-off-the-shelf electronic products to minimize cost, ensure high reliability and accelerate time-to-market for its customers.

Financial Stability

Parvus is a member of the Eurotech Group, a publicly traded group of technology companies. Up-to-date financial records are available to the public at www.eurotech.com

DBE Participation

Parvus does not qualify for DBE status, however Parvus will make every effort to ensure disadvantaged businesses have the maximum opportunity to compete for or perform any project or contract resulting from this proposal as explained in RFP No. 08-04.

3. Company Experience

General Work Experience:

Parvus is an industry leader in rugged networking for mobile applications. The DuraMAR 1100 is the flagship product in this suite and is being used on several rail corridors in the Northeast U.S. for operational communications applications. Parvus developed the *RiderNet™* system for passenger Internet access in 2006, and since then has fielded the system at transit properties nationwide. This system leverages Parvus' experience in the mobile communications field to bring a reliable, high performance managed Internet service to commuter bus and rail passengers.

Parvus is an industry leader in rugged computing and systems integration and is the preferred supplier of locomotive control systems to Railpower Hybrid Technologies Corp. Parvus has worked with Railpower to develop cutting edge rugged computer systems to control and monitor the advanced GG and RP series diesel electric hybrid switching locomotives.

Parvus is an industry leader in rugged systems integration and development for defense applications. Parvus has a heritage in the design and construction of computer and communications equipment for the world's most demanding vehicle platforms including the F-22 Raptor, C-130, EA-6B, E4-B, B1-B, F-15, F-16 and M48 Chaparral.

The Eurotech Group as a consortium has a strong pedigree in surface transportation applications. Business units throughout Europe have developed communications, control, video, and human machine interface systems for transit customers including Queensland Rail, Alstom Transport (Italy), SNCF, Bombardier Transport, EFACEC (Portugal), FAR System (Italy), SEPA (Italy) and RATP.

EXHIBIT B – PAGE OMISSIONS

The following pages have been omitted from this document for public viewing as the Contractor has deemed this material proprietary and confidential:

Pages 4-15 (Sections 4,5,6,7,8,9,10 Appendix A, Drawing 1,2,3)

Pages 17-23 (Appendix B, C, D, E, F, G)

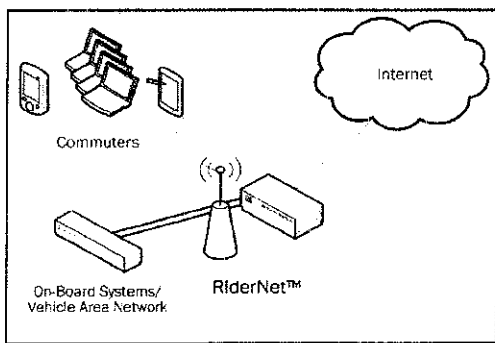
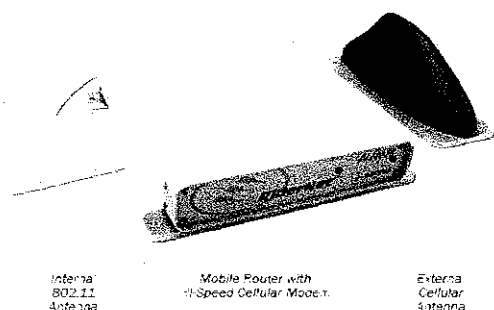
RiderNet™

Mobile Wi-Fi Hotspot for Commuter Bus and Private Coach

The RiderNet mobile hotspot system offers transit providers a turn-key solution for bringing high speed Internet access to passengers. Developed for commuter transit and private coach installations, RiderNet connects wireless (802.11) subscribers to the Internet through a high-speed cellular link.

RiderNet is the most robust and cost-effective wireless Internet access solution available today for transit vehicles. The solution is purpose-built for the harsh vehicle environment and includes vehicle specific features such as rugged connectors, a robust mounting system and custom software for enhancing bandwidth and the end-user experience.

To begin surfing, passengers need simply to connect to the RiderNet™ wireless network, open a web browser, and click through a standard splash page.



Wi-Fi is a registered certification mark of the Wi-Fi Alliance

STANDARD KIT INCLUDES:

- Wireless Access Point Router
- External Low Profile Vehicle Antenna (8dBi high-gain)
- Slim Passenger Compartment Antenna for Subscriber Connection (802.11b/g)
- All Necessary Cables: Router, Antennas, Power
- Complete Installation Kit
- Integrated Cellular Broadband Modem
- Web Tool for Usage Tracking and System Status

NOTABLE FEATURES:

- Content Filter Support for Pornography and other Offensive Content
- Bandwidth Management to Optimize each User's Experience
- Vehicle Power Supply: 9-36V Power Input with Ignition Sensing
- "Splash" Page with Walled Garden Capability for Branding and Surveys
- Keep-Alive Software to Maximize System Uptime
- Remote Monitoring Services to Reduce Management Burden

OPTIONAL FEATURES:

- 1-800 Number for User Support
- Installation and Training Services
- Advertising Sponsorship Support
- RADIUS/AAA: Industry Standard Authentication and User Tracking
- Priority Ethernet Port for Vehicle Area Network to Deliver Live Data over Integrated Broadband
- 802.11 Client Interface for Video/Data Downloading
- Subscription Business Models Supported: Pay-per-Use, Sponsored, and Subscription

"Great service. It really allows me to get more work done so that I can spend more time with the family when I'm at home."
 - Actual Business Commuter

"Our passengers are very impressed with the DSL-speed Internet service. Since providing the service we have seen a slight increase in ridership on the route with people interested in riding the WiFi-equipped bus to do work or check the scores of their favorite sports team."

- Justin Jones
 Utah Transit Authority

"Customer feedback has been largely positive and more and more people are logging into the system everyday."

- Doran Barnes,
 Foothill Transit

Drawing 4: Technical Product Datasheet

Parvus Corporation
3222 South Washington Street
Salt Lake City, UT 84115

August 31, 2007

Santa Cruz Metropolitan Transit District
Attn: Lloyd Longnecker
110 Vernon Street, Suite B
Santa Cruz, CA 95060

Request for Proposals for Wireless Internet Services RFP No. 08-04

RE: Best and Final Offer for RiderNet™ Proposal for Wireless Internet Services RFP No. 08-04

Dear Mr. Lloyd Longnecker:

We are pleased to be given an opportunity to present a Best and Final offer for the Wireless Internet Services RFP No. 08-04. We feel this offer will allow the project to move forward. Please note that included in this best and final offer is a cost comparison given to another Transit Authority earlier this year for the same system proposed herein. Parvus successfully completed this other project at the pricing levels found in the included proposal.

Thank you for the opportunity and we look forward to working together.

Best Regards,

Bart Robison
Sales Engineer, Transportation
Parvus Corporation

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EXHIBIT C – PAGE OMISSIONS

The following pages have been omitted from this document for public viewing as the Contractor has deemed this material proprietary and confidential:

Pages 1-22 (Sections 1,2 and Appendix A).

TOTAL ALL-INCLUSIVE FEE FOR ALL OPTIONS: \$106,530.00

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Marcela Tavantzis, Chair, Board of Directors
SUBJECT: **CONSIDERATION OF A CONTRACT AMENDMENT WITH LESLIE R. WHITE TO SERVE AS GENERAL MANAGER FOR THE PERIOD DECEMBER 1, 2004 THROUGH DECEMBER 31, 2010.**

I. RECOMMENDED ACTION

That the Board of Directors authorize the Chair to execute a contract amendment with Leslie R. White to serve as General Manager for the period December 1, 2004 through December 31, 2010.

II. SUMMARY OF ISSUES

- On November 3, 1997 the Board of Directors entered into an Employment Agreement with Leslie R. White to serve in the position of General Manager.
- On November 11, 1998, and August 17, 2001, and October 22, 2004 the Board of Directors renewed the Employment Agreement with Leslie R. White with minor modifications.
- The current Agreement between the Board of Directors and Leslie R. White will expire on December 31, 2009.
- Leslie R. White desires to continue to serve METRO as the General Manager by amending the current Agreement to include the time period December 1, 2004 through December 31, 2010.
- The proposed Agreement Amendment contains most of the same terms and conditions as preceding contracts, with the exception that early termination by the Board of Directors for reasons other than malfeasance, dishonesty, or moral turpitude shall result in Leslie R. White receiving severance compensation of eighteen (18) months salary rather than for the entire duration of the Agreement as the current Agreement provides. Additionally the Amendment to the current Agreement provides that Leslie R. White shall receive a five (5) percent salary increase in the first pay period of January 2008. The Amendment to the current Agreement further provides that, effective July 1, 2007, Leslie R. White shall accrue Annual Leave at the rate of five (5) weeks per year rather than the current four (4) weeks per year. The Amendment to the Agreement also includes the provisions of the Retiree Supplemental Health Insurance Payment Plan adopted by the Board of Directors on August 25, 2006.

- The benefits provided for the service of Leslie R. White as General Manager are the same as those provided to other management employees, with the exception of the changes outlined in this Staff Report and, are outlined in the METRO Management Compensation Plan adopted by the Board of Directors and incorporated into the Employment Agreement.

III. DISCUSSION

On November 3, 1997 the METRO Board of Directors entered into an Employment Agreement with Leslie R. White to serve in the position of General Manager. On November 11, 1998, and August 17, 2001, and October 22, 2004 the Board of Directors renewed the Employment Agreement with Leslie R. White with modifications.

On May 11, 2007 the Board of Directors conducted a review of the performance of Leslie R. White as the General Manager of METRO. The Board of Directors determined that the performance of Leslie R. White was acceptable and that consideration of an extension to the current Employment Agreement would be desirable.

A proposed Amendment to the current Employment Agreement between METRO and Leslie R. White has been developed and is attached to this Staff Report. The benefit provisions contained in the proposed Amendment to the current Employment Agreement are consistent with those provided for in prior Agreements with the exception that, effective July 1, 2007 Leslie R. White will accrue Annual Leave at the rate of five weeks per year, and that the Retiree Supplemental Health Insurance Premium Payment Plan adopted by the Board of Directors on August 25, 2007 is included in the Amendment. The compensation level provided for in the current Employment Agreement is consistent with the salary range adopted by the Board of Directors. The proposed Amendment to the current Agreement would add a five percent increase in salary in January 2008. The proposed Amendment to the Employment Agreement extends the period of time of the current Agreement through December 31, 2010.

The proposed Amendment to the current Agreement modifies the compensation after termination section to reflect a provision that early termination by the Board of Directors for reasons other than malfeasance, dishonesty, or moral turpitude shall result in Leslie R. White receiving severance compensation of eighteen months salary rather than the remainder of the Agreement as currently provided.

IV. FINANCIAL CONSIDERATIONS

The compensation and benefit costs associated with approval of the proposed Employment Agreement are provided for in the METRO Operating Budget.

V. ATTACHMENTS

Attachment A: Proposed Amended Employment Agreement w/attachments--
METRO/Leslie R. White

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EMPLOYMENT AGREEMENT

This is an Employment Agreement made and entered into on October 22, 2004, and amended on September 28, 2007, by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "District"), and Leslie R. White (hereinafter referred to as "Employee").

WHEREAS, the Board of Directors of the District is authorized pursuant to the Santa Cruz Metropolitan Transit District Act of 1967, Sections 98114 and 98115 of the California Public Utilities Code to enter into contracts on behalf of the District and to appoint and fix the salary of the Secretary/General Manager; and

WHEREAS, the Board of Directors of the District entered into an Agreement to employ the services of Leslie R. White in the position of Secretary/General Manager; and

WHEREAS, the prior Agreement between the Board of Directors and Leslie R. White expired on November 30, 2004; and

WHEREAS, the Board of Directors of the District desired to continue to employ the services of Leslie R. White in the position of Secretary/General Manager for the period December 1, 2004 through December 31, 2009; and

WHEREAS, Leslie R. White desired to continue to serve in the position of Secretary/General Manager for the period December 1, 2004 through December 31, 2009.

WHEREAS, Section 4 of this Agreement provides for the Agreement to be reopened in July, 2007 by mutual agreement of the parties; and

WHEREAS, the parties to the Agreement wish to reopen the Agreement in order to extend the term through December 31, 2010, as well as modify other terms and conditions.

THEREFORE, in consideration of the terms and conditions of this Amended Agreement the parties agree as follows:

SECTION 1 - DUTIES AND RESPONSIBILITIES

- A. The District agrees to the employment of Employee as Secretary/General Manager and the Employee accepts such employment under the terms and conditions set forth in this Agreement.
- B. Employee shall have and agrees to perform in good faith the duties and responsibilities of Secretary/General Manager. As such, Employee shall have the responsibility for the proper administration of the District in accordance with State law and such ordinance, resolutions and policies as have been or may be established by the Board of Directors. Employee shall have general supervision and management of the affairs of the District under the direction of the Board of Directors, and shall perform such duties as outlined in the position description, a true copy of which is attached hereto as Attachment No. 1, the terms of which are incorporated by reference herein as though fully set forth, and shall perform such other duties and responsibilities as may be assigned from time to time by the Board of Directors. Employee's duties shall also include but not be limited to those set forth in Public

Utilities Code Section 98000 et seq (as amended) and the District's Bylaws (as amended).

SECTION 2 – CONDITIONS OF EMPLOYMENT

- A. Employee shall devote all of his professional energies, interests, and abilities to the performance of the duties and responsibilities of Secretary/General Manager and shall not engage in any additional professional activities without the permission of the Board of Directors.

SECTION 3 - TERM OF EMPLOYMENT

- A. Subject to the provisions for termination set forth below in Section 7 of this Agreement, the Employee's term of employment shall be for the period December 1, 2004 through December 31, 2010.

SECTION 4 - COMPENSATION

- a. As compensation for the services rendered to the District during the term of this Agreement, the Employee shall be paid at the rates identified in The District Management Compensation Plan identified as Attachment 2 to this Agreement. Any cost of living adjustments approved by the Board of Directors applying to the rates of compensation in the Management Compensation Plan shall be applied to rates identified for the position of Secretary/General Manager in the Plan. Compensation provided under this section shall be payable in accordance with the District's regular payroll procedures. Effective with the first payroll after January 1, 2008 the Employee shall receive a salary increase of five percent of the salary that was paid to the employee prior to the first payroll in January 2008.

SECTION 5 - VACATION

- A. Employee shall accrue vacation at a rate equivalent to four (4) weeks per year through FY 2007. Commencing at the beginning of FY 2008 the Employee shall accrue vacation at a rate equivalent to five (5) weeks per year. Accrual shall be in accordance with the District's regular payroll procedures.

SECTION 6 - SICK LEAVE

- A. The Employee shall be provided sick leave benefits in accordance with the District's Management Compensation Plan identified in Attachment 2 of this Agreement.

SECTION 7 - TERMINATION/SUSPENSION

- A. This Agreement may be terminated:
 - i. by mutual agreement and upon such terms and conditions as agreed to in writing by the Employee and the District.
 - ii. by the adoption of a resolution approved by the affirmative vote of a majority of the Board of Directors for the removal of the Employee as General Manager with or without cause and without further liability or obligation provided, however, that the Employee shall have received notification of the meeting where the resolution is to be considered ten (10) working days prior to its being considered for action;
 - iii. by the death of the Employee.

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- B. The District may suspend the Employee with or without full pay and benefits by the adoption of a resolution setting forth the reasons for the suspension approved by the affirmative vote of a majority of the Board of Directors for the suspension of the Employee as Secretary/General Manager provided, however, that the Employee shall have received notification of the meeting where the resolution is to be considered ten (10) working days prior to its being considered for action.
- C. This Agreement shall not limit the rights of the parties to pursue remedies under California State Law should a breach of contract occur which is not able to be mutually resolved by the parties.

SECTION 8 - COMPENSATION AFTER TERMINATION

- A. If this Agreement is terminated under Section 7(A)(ii) by the adoption of a resolution and the grounds for the Employee termination are malfeasance, dishonesty, or moral turpitude on the part of the Employee which shall result in a conviction, the District shall have no additional financial obligation to the Employee. If the grounds of the Employee's termination under Section 7 (A)(ii) are other than those set forth in the preceding sentence, the District shall compensate the Employee, at the level of salary and benefits in effect at the time of termination, for eighteen months following the passage of the resolution terminating the employee's employment. At the end of the eighteen months period the District shall compensate the Employee for all unused leave accruals provided in the District's Management Compensation Plan identified in Attachment 2 to this Agreement.
- B. If this Agreement is terminated under Section 7(A)(iii) by the Employee's death, the District shall compensate the Employee's beneficiary, identified in the life insurance policy provided by the District, for all unused leave accruals provided in the District's Management Compensation Plan identified in Attachment 2 to this Agreement.

SECTION 9 - OTHER CONDITIONS OF EMPLOYMENT

- A. Employee shall be entitled to and receive the conditions of employment which are available generally to other non-bargaining unit employees of the District except as modified by this Agreement. The District Management Compensation Plan is outlined in Attachment 2 and incorporated into this Agreement by reference. Any modifications in the District's Management Compensation Plan adopted by the Board of Directors during the term of this Agreement shall be incorporated into this Agreement at the time of adoption. If the Employee retires from the District at the conclusion of this Agreement the provisions of the Retiree Supplemental Health Insurance Premium Payment Plan adopted by the Board of Directors on August 25, 2006, attached to this Agreement as Attachment No. 3, shall apply to the Employee.

SECTION 10 - EVALUATION

- A. The Board of Directors shall evaluate the performance of the Employee at least annually. More frequent evaluations may be conducted if the Board of Directors deems it necessary.

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SECTION 11 - EXPENSES

- A. The District shall provide the Employee reasonable and necessary business equipment and supplies in order to carry out the performance of his duties and responsibilities as set forth in this Agreement, in accordance with the District's normal practice. Any unanticipated reasonable and necessary business expenses which employee incurs shall be reimbursed by District upon satisfactory proof of detailed expenses and invoices for which reimbursement is claimed.
- B. During the term of this Agreement, it is recognized that the Employees' presence at the District is of primary importance. It is also recognized that participation in the activities of the American Public Transportation Association (APTA) and the California Transit Association (CTA) are of benefit to the District. Notwithstanding the foregoing, if the Board of Directors determines that it is in the District's best interest for Employee to refrain from attending any of the APTA or CTA conferences, meetings or activities, Employee shall refrain from attending such.

SECTION 12 - INDEMNIFICATION

- A. To the extent permitted under California State Law, the District shall indemnify and hold harmless the Employee from any claim or legal action arising out of the Employees' actions in carrying out the duties of the Secretary/General Manager of the District, as long as the Employee is acting within the course and scope of his employment, as defined herein.

SECTION 13 - OTHER TERMS AND CONDITIONS

- A. Any notice to the District under this Agreement shall be furnished in writing by the Employee to the Chair of the Board, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. Any notice to the Employee under this Agreement shall be furnished in writing by the District to Leslie R. White, 219 Bethany Drive, Scotts Valley, CA 95066. All such notices must be sent by first class mail or delivered in person by messenger. In the event that either party changes their address, the other party shall be promptly notified and such change incorporated into this agreement by this reference.
- B. This written instrument represents the entire Agreement between the parties and supersedes any prior agreements or understandings whether oral or written with the exception of those referenced in this Agreement.
- C. This Agreement cannot be changed or terminated orally and may be modified only by a written agreement executed by both parties.
- D. This Agreement is personal to the Employee and cannot be assigned to any other person by the Employee.
- E. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the Employee.
- F. This Agreement shall be interpreted, construed, and applied according to the laws of the State of California.
- G. The invalidity or inenforceability of any one or more provisions of this Agreement will in no way affect any other provisions.

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- H. The captions or headings of the paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.
- I. Time is of the essence.
- J. No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, the undersigned have executed this Amended Agreement on September 28, 2007

Employee:

Santa Cruz Metropolitan Transit District

LESLIE R. WHITE
General Manager

MARCELA TAVANTZIS
Chair, Board of Directors

Date

Date

9.25

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SECRETARY-GENERAL MANAGER

DEFINITION

Subject to determination of policy by the Board of Directors, to develop programs and plans for the development and management of the Santa Cruz Metropolitan Transit District; to develop recommendations for action for the Board and to execute the decisions of the Board; to direct the work of a staff and individual contractors engaged in administrative, operational, planning, construction and fiscal activities; and to do related work as required.

EXAMPLES OF DUTIES

Responsible for the overall administration of the agency including establishing management objectives and developing sources of funding; plans, organizes and supervises budgeting and accounting, bus operations, transportation planning for the future, marketing, construction and general administrative functions; maintains official and informal liaison with a wide variety of local, state and federal professionals and officials in order to obtain funding and facilitate the realization of District plans; conducts negotiations with governmental representatives in connection with obtaining capital grants.

Evaluates and makes recommendations to the Board regarding the selection of outside engineering and transportation consultants to conduct technical studies.

Assists the Board of Directors in developing objectives; weighing alternatives, following performance and evaluating results; represents the District at national, state and local meetings of professional officials in the field of transportation and interested citizen's groups; appears on radio and television programs and is interviewed by the press; writes and presents papers to professional engineering, marketing and planning organizations, and other duties as the Board of Directors may assign.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of public administration, business management, budgeting, accounting, and transit operations.
- Transit District facility service, management, and maintenance.
- Federal, State and local laws and regulations pertaining to transit operations.
- Regulations and procedures applicable to obtaining financial grants for public transportation.

Ability to:

- Establish and maintain cooperative and effective working relationships with legislative and administrative officials, citizen boards and the public.
- Speak effectively in public and present ideas orally.
- Establish management objectives and plan programs to accomplish them.

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- Plan, organize and direct all District activities.
- Select, supervise, motivate and evaluate personnel.
- Interpret and analyze fiscal, operational and planning data, user reactions and governmental regulations.
- Develop technical expertise in working with and controlling activities of a variety of consultants.

Training and Experience

Graduation from an accredited college with a bachelor's degree in a technical business, administrative, or related field and five years of responsible management experience in the field of public transportation administration.

Experience in obtaining and administering state and federal funds is desirable.

Experience which demonstrates substantial knowledge and abilities pertinent to specific job functions may be substituted for the education requirement.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

MANAGEMENT COMPENSATION PLAN

JULY 2006 – JUNE 2008

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I. MANAGEMENT POSITIONS

An employee in a regular budgeted management position identified in Exhibit A is engaged in developing, implementing or recommending policy and in affecting employer-employee relations, and shall receive salary and benefits as provided in this plan.

II. PROBATIONARY STATUS

An employee shall serve a probationary period for twelve (12) months following the date of appointment or promotion to a regular budgeted management position.

III. SALARY PLAN

A. Management salary schedules are listed in Exhibit A.

B. Longevity

The District shall compensate an employee with longevity increments as follows:

- 5.0% of the base salary after ten years continuous service.
- An additional 5.0% of the base salary after fifteen years continuous service.

C. One-Time Payment -- A one-time payment of \$300 (not part of the salary schedule) will be paid to each Manager effective the first pay period in July Of 2007.

IV. HEALTH & WELFARE BENEFITS

A. Medical Insurance

The District shall provide medical insurance coverage for an employee, retiree and eligible dependents under the provisions of CalPERS. The District shall pay premiums at a level sufficient to cover the cost of the basic monthly medical insurance premiums for HMO plans offered in Santa Cruz County by the CalPERS medical program. The District will continue to offer the H-Care Plan (IRC Section 125 pre-tax medical reimbursement plan) as allowed by the County of Santa Cruz.

An employee who declines participation in the District's medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid \$300 for each full three calendar month quarter beginning January 1 of each year while in active service and in which District paid coverage would have been provided had the District's medical program been elected.

B. Dental Insurance

The District shall provide paid dental insurance coverage for an employee and eligible dependents.

C. Vision Insurance

The District shall provide paid vision insurance coverage for an employee and eligible dependents.

D. Life and AD&D Insurance

An employee shall be entitled to a \$50,000 term life and AD&D insurance policy paid by the District plus \$150,000 in optional supplementary life and AD&D insurance paid by the employee.

E. Survivor's Benefits

Upon the death of a covered employee, who is on the District's payroll and has dependents covered under the District's medical, vision and dental plans, the District's share of coverage of the eligible dependents shall continue for twenty-six (26) consecutive pay periods.

F. Retirement Benefits

An employee shall be enrolled in the Public Employees Retirement System (PERS) including the third level 1959 Survivors benefit as allowed by PERS. The Employee shall pay the "employee share" of PERS up to a maximum of eight percent.

Dental, vision, and life insurance plan coverage shall be provided by the District for an employee retired under the provisions of PERS and the employee's dependents until the retired employee reaches age 65. To qualify for this benefit, the retired employee shall have been an employee of the District for the equivalent of ten (10) full-time years immediately prior to the date of retirement and reached the age of 50 years.

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G. State Disability Insurance

The District shall provide paid coverage for an employee for State Disability Insurance.

H. Long Term Disability Insurance

The District shall provide for a long term disability insurance plan. The plan shall provide for monthly payments to an eligible employee of up to \$5,000 per month. The plan shall start LTD one year and one month after month of hire.

I. Deferred Compensation Plan

The District shall provide a deferred compensation plan to an employee.

J. Industrial Injury

An employee shall be entitled to workers compensation insurance to be provided by the District.

K. Continuation of Insurance During an Unpaid Leave of Absence

An employee who is on an unpaid leave of absence exceeding one hundred eighty (180) calendar days must pay the total monthly premiums in advance to continue medical, dental and vision insurance coverage. Failure of an employee to make advance payments for insurance coverage shall result in the employee and any dependent(s) being dropped from the plans.

L. Principal Domestic Partner Coverages

District medical, dental and vision insurance coverages may be extended to an employee's principal domestic partner (PDP) while the employee's own coverages are being paid by the District. In the absence of the PERS Medical Program allowing for PDP coverage, reimbursement of monthly premiums may be made to an individual medical plan to a maximum of \$185.

V. HOLIDAYS

An employee shall be entitled to the following holidays with pay:

- Thanksgiving Day
- Christmas Day
- New Year's Day

In addition to the above specified days, an employee may choose any eleven additional days as floating holidays or when working a partial year, a prorated number of days as determined by the General Manager. An employee shall be compensated for any unused floating holiday time at the end of the fiscal year at the employee's regular rate of pay, not to exceed the total of eighty-eight (88) when combined with Administrative Leave. .

An employee shall be entitled to receive any special non-recurring holiday designated as an official State holiday by the Governor of the State of California or as an official national holiday by the President of the United States, subject to the approval of the Board of Directors.

Upon departure from the District for any reason, an employee shall be compensated for any unused holiday time at the employee's hourly rate.

VI. PAID LEAVES

A. Annual Leave

An employee shall accrue annual leave at the following rates:

- a. for the first five years of employment: two weeks/year
- b. between five and nine years of employment: three weeks/year
- c. after nine years of employment: four weeks/year

Upon approval of the General Manager an employee shall be permitted to take a minimum of two weeks annual leave each calendar year.

An employee shall accrue the pro-rata portion of annual leave for which he/she is entitled for each pay period or major fraction thereof, for which he/she is in paid status. An employee may not carryover into the next fiscal year more than three times the annual allotted time. An employee may be compensated at his/her regular rate

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of pay for annual leave accrued in excess of two times the annual allotted time on a quarterly basis as determined by the Finance Manager.

Upon departure from the District for any reason, an employee shall be compensated for any unused annual leave at the employee's regular rate.

B. Sick Leave

An employee shall be entitled to sick leave with pay at the rate of one day for each month of employment. An employee who has accumulated sick leave above 120 days (960 hours) may elect to receive a cash payment of 25% of the accrued sick leave above 120 days in lieu of retaining excess sick leave credits. Sick leave shall mean personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control, or the illness of a member of the immediate family of such employee which illness requires his/her personal care and attention. Immediate family shall include the parent, spouse, and children, brother, or sister of the employee. Any sick leave accrued beyond a balance of 96 hours may, at the option of the employee, be converted to annual leave. All unused sick leave accrued shall be paid to an employee who retires immediately upon leaving the District under the provisions of PERS.

C. Administrative Leave

An employee shall be entitled to eighty (80) hours of administrative leave each year in lieu of overtime or when working a partial year, a prorated amount as determined by the General Manager. Upon approval of the General Manager, time worked in excess of eighty hours in a pay period may be saved and taken as time off in another pay period when the extra hours are earned through participation in unusual, lengthy activities which require the presence of the employee in meetings, hearings, or negotiations. Administrative leave not taken during the fiscal year is lost. Upon the approval of the General Manager, an employee may elect to convert up to eighty (80) hours of Administrative Leave to a bonus payout. In no case will the Administrative Leave and the Floating Holiday amount paid to the employee total more than eighty-eight (88) hours.

D. Personal Leave

An employee shall be entitled to use 40 hours per year of personal leave, chargeable to accumulated sick leave.

E. Bereavement Leave

An employee shall be granted a leave with pay in the event of the death of any member of the employee's family. The leave shall be for a period of three (3) working days, five (5) working days if travel is required in excess of 350 miles. The family member is defined as spouse, parent, grandparent, sister, brother, child, grandchild, foster parent, stepparent, foster child, stepchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, nieces, nephews, aunt, uncle, or any person living in the immediate household of the employee.

F. Hospice and Critical Care Leave

An employee shall be granted necessary leaves up to four (4) months for the care of a critically ill family member with appropriate verification. An employee shall be paid for these absences from his/her sick leave or annual leave accruals.

G. Paid Birth/Adoptive Leave

An employee is entitled to forty hours leave with pay at or about the time of the birth of the employee's child or at the time of adopting a child. The paid leave shall be within two months of the birth or adoption or at the employee's option at the expiration of state disability Insurance payments.

H. Jury Duty

An employee required to report for jury duty (except for Grand jury) or to answer a subpoena, as a witness shall be granted leave with full pay until released by the court. An employee shall have court-paid per diems deducted from his/her daily pay during jury duty assignment.

I. Paid Military Leave

An employee in permanent status who is required to attend summer military training exercises as part of his/her military reserve obligation, shall be granted paid military leave not to exceed thirty (30) working days annually.

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VII. UNPAID LEAVES OF ABSENCE

A. Maternity/Childcare Leave

Maternity/childcare leave shall be granted for a maximum period of twelve (12) months. If an employee does not have a sufficient paid leave balance to cover the period of absence, an unpaid leave of absence shall be granted.

B. FMLA / CFRA

The District will comply with the Family Medical Leave Act and the California Family Rights Act, as amended. Generally these Acts provide for up to twelve weeks leave for a serious health condition of the employee or an eligible family member and the employee has worked 1,250 hours in the twelve month period preceding the leave. Accrued sick leave must be used before any unpaid leave. This FMLA/CFRA leave will run concurrently with any other absence due to an employee's serious health condition.

VIII. EXEMPT MANAGEMENT PROVISION

An employee who has exhausted all leave accruals shall not have his/her salary reduced by being absent from work on an authorized absence of less than one full day.

IX. OTHER BENEFITS

A. Training

An employee shall be authorized to attend transit seminars and workshops, and to visit other properties as part of his/her ongoing job duties, and shall be compensated for receipted expenses incurred in so doing.

An employee may request release time and reimbursement of expenses for course work relevant to the employee's duties and area of responsibility. Expenses, which may be reimbursed, include tuition, meals and books. For courses which require an overnight stay out-of-town, the employee may receive a pro-rata meal allowance of \$20 per diem at the discretion of the General Manager. Reimbursement will not be made for academic or professional credentials for degrees, but might cover classes within a credential or degree program only as they relate to the specific job tasks and areas of responsibility of the employee. Approval of release time and reimbursement of expenses is at the discretion of the General Manager, and subject to the demonstrated cost-benefit ratio of the training and the current workload of the employee.

B. Mileage reimbursement

If the District requires an employee to use the employee's private insured automobile to conduct District business, the employee shall be reimbursed for automobile expenses at the rate established annually by the IRS.

C. On Call duty

If an employee is required to be on call, they shall be offered access to a District vehicle in order to provide for home to work transportation. "On call" shall be defined as the requirement for the employee to report to work after or before normal duty hours to perform the functions which cannot otherwise be performed during regular duty hours. When an employee is assigned such duties on a regular basis, he/she may be assigned a car for home to work transportation on a regular basis. If such work is assigned on a periodic or occasional basis, the assignment of a car for home to work transportation shall be on an as-needed basis only, as approved by the General Manager. The staff car assigned on an on-call basis to an employee shall be used to provide transportation only between the home and the work place. It shall not be used to make intermediate stops or for any other personal use. During normal duty hours, staff cars are similarly restricted for use only for official business of the District or for transportation between the facilities of the District.

D. Communication Allowance

When approved by the General Manager, an employee may receive a communication allowance of \$31 each two-week pay period. On July 1, 2007, this allowance shall increase to \$50. An employee on approved District travel with the General Manager's approval, may be reimbursed for eligible roaming and long distance charges.

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X. LAYOFF

A. Insurance

An employee separated from District service as a result of layoff shall have his/her insurance benefits paid by the District at the same level while employed for a period of ninety (90) days from the date of separation.

B. Severance Pay

An employee laid off shall be given a severance payment equal to eight (8) hours at the base hourly rate for each 2,080 hours of active service up to a maximum of eighty (80) hours severance pay.

9.214

Exhibit A

**MANAGEMENT
MONTHLY SALARY SCHEDULE**

Effective 7/06

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Secretary/General Manger	10,198	10,698	11,246	11,807	12,399	13,018
District Counsel	9,259	9,713	10,198	10,698	11,246	11,807
Assistant General Manager	8,016	8,416	8,828	9,270	9,736	10,223
Operations Manager	7,288	7,650	8,027	8,426	8,847	9,287
Maintenance Manager	7,288	7,650	8,027	8,426	8,847	9,287
Finance Manager	6,563	6,886	7,222	7,583	7,954	8,352
Human Resources Manager	6,563	6,886	7,222	7,583	7,954	8,352
Information Technology Manager	6,563	6,886	7,222	7,583	7,954	8,352
Planning & Marketing Manager	6,563	6,886	7,222	7,583	7,954	8,352
Senior Database Administrator	5,868	6,160	6,471	6,793	7,132	7,489
Assistant Finance Manager	5,483	5,753	6,038	6,337	6,648	6,978
Assistant HR Manager	5,483	5,753	6,038	6,337	6,648	6,978
Base Superintendent	5,483	5,753	6,038	6,337	6,648	6,978
Paratransit Administrator	5,483	5,753	6,038	6,337	6,648	6,978
Project Manager	5,483	5,753	6,038	6,337	6,648	6,978
Facilities Maintenance Manager	5,329	5,592	5,866	6,153	6,455	6,779
Database Administrator (alternately staffed/Sr. Db Admin)	5,069	5,322	5,589	5,868	6,160	6,471
Paratransit Superintendent	3,796	3,987	4,187	4,395	4,614	4,848

9.215

Exhibit B

MANAGEMENT
MONTHLY SALARY SCHEDULE

Effective 7/07

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Secretary/General Manger	10,402	10,912	11,471	12,043	12,647	13,278
District Counsel	9,444	9,908	10,402	10,912	11,471	12,043
Assistant General Manager	8,176	8,584	9,004	9,455	9,931	10,427
Operations Manager	7,433	7,803	8,187	8,595	9,024	9,473
Maintenance Manager	7,433	7,803	8,187	8,595	9,024	9,473
Finance Manager	6,694	7,024	7,367	7,735	8,113	8,519
Human Resources Manager	6,694	7,024	7,367	7,735	8,113	8,519
Information Technology Manager	6,694	7,024	7,367	7,735	8,113	8,519
Planning & Marketing Manager	6,694	7,024	7,367	7,735	8,113	8,519
Senior Database Administrator	5,985	6,283	6,600	6,929	7,275	7,639
Assistant Finance Manager	5,592	5,868	6,158	6,463	6,781	7,118
Assistant HR Manager	5,592	5,868	6,158	6,463	6,781	7,118
Base Superintendent	5,592	5,868	6,158	6,463	6,781	7,118
Paratransit Administrator	5,592	5,868	6,158	6,463	6,781	7,118
Project Manager	5,592	5,868	6,158	6,463	6,781	7,118
Facilities Maintenance Manager	5,435	5,704	5,984	6,276	6,584	6,914
Database Administrator (alternately staffed/Sr. Db Admin)	5,170	5,428	5,700	5,985	6,283	6,600
Paratransit Superintendent	3,872	4,067	4,270	4,483	4,707	4,945

9.216

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 25, 2006

Attachment 3

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: **CONSIDERATION OF APPROVAL OF A SUPPLEMENTAL PAYMENT PROGRAM FOR RETIREE HEALTH INSURANCE PREMIUMS.**

I. RECOMMENDED ACTION

That the Board of Directors approve a Retiree Supplemental Health Insurance Premium Payment Plan

II. SUMMARY OF ISSUES

- Prior to 2006 METRO followed a policy whereby individuals retiring received the level of health insurance premium participation that was in effect at the time of their retirement for the duration of their retirement.
- In January 2006 CalPERS notified METRO that the Public Employees Medical and Hospital Care Act (PEMCHA) required that the employer contributions for medical insurance premiums be the same for both active employees and annuitants.
- The Service Employees International Union Local 415 (SEIU 414) and the United Transportation Union Local 23 (UTU 23) had both expressed concerns regarding the requirements of the PEMCHA.
- Representatives of SEIU 415 established direct contact with CalPERS Staff to expand on their position that METRO was not in compliance with the PEMCHA.
- The January 2006 communication that METRO received from CalPERS indicated that continued non-compliance with the PEMCHA could result in the suspension of our health care program.
- In response to the letter from CalPERS, and the demands from SEIU 415 and UTU 23 METRO discontinued the supplemental payments to annuitants effective April 2006.
- Subsequent to April 2006 METRO has received many communications from annuitants expressing their concern over the financial change and outlining the hardship that the change has imposed on them.
- METRO staff has contacted CalPERS Staff and retired employee associations to gather information regarding the equal contribution provision of the PEMCHA.
- The staff from CalPERS initially indicated that any supplemental stipend to annuitants for health insurance premium costs would have to be identified as "something else" in order to comply with the equal contribution provision of the

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PEMCHA. METRO, as a public agency does not have the legal ability to approve a "something else" stipend. Doing so would constitute a gift of public funds that is prohibited by California Law.

- Individuals from the associations representing retired public employees have indicated to METRO that the equal contribution requirement of the PEMCHA only applies to payments made to CalPERS and does not impact whatever supplemental health insurance premiums payments that an employer may chose to make directly to its annuitants
- Based upon the information that was received from the associations representing retired public employees METRO developed a proposal that would re-establish a supplemental payment program for retiree health insurance premiums effective April 1, 2006.
- On August 1, 2006 the METRO Proposal for the re-establishment of retiree medical insurance premium supplements was transmitted to John Rice, Assistant Chief, Office of Employer and Member Health Services, CalPERS.
- Subsequent to the transmission of the METRO Retiree Medical Insurance Premium Proposal I engaged in a telephone conversation with Mr. Rice wherein he indicated that he felt that CalPERS could concur with the proposal.
- The August 1, 2006 letter that I sent to John Rice indicated that the absence of a response from CalPERS that disapproved the METRO Retiree Medical Insurance Supplement Proposal by August 17, 2006 would be taken by METRO as agreement with, and approval of, the METRO Proposal by CalPERS.
- METRO has not received any communication from CalPERS stating that they disapprove of the Retiree Medical Insurance Supplement Proposal.
- The annual cost of re-establishing the Retiree Medical Insurance Supplement Program would be approximately \$50,000 annually and is provided for in both the 2006/2008 Operating Budgets and the Five Year Budget Frame Work.
- Staff recommends that the Board of Directors re-establish the Retiree Medical Insurance Supplement Program and identify the \$50,000 expenditure in Account #9005-502999 in the METRO Operating Budget.

III. DISCUSSION

Prior to 2006 METRO followed a policy whereby individuals retiring received the level of health insurance premium participation that was in effect at the time of their retirement for the duration of their retirement. It was felt by METRO that these annuitants had planned their retirement to include a "vested" level of health care premium coverage and to modify it would be unfair to the retirees. In January 2006 CalPERS notified METRO that the Public Employees Medical and Hospital Care Act (PEMCHA) required that the employer contributions for medical insurance premiums be the same for both active employees and annuitants. Representatives of the Service

9.218

Employees International Union Local 415 (SEIU 414) and the United Transportation Union Local 23 (UTU 23) had both expressed concerns regarding the requirements of the PEMCHA. Representatives of SEIU 415 established direct contact with CalPERS Staff to expand on their position that METRO was not in compliance with the PEMCHA. Representatives of SEIU 415 encouraged the staff at CalPERS to become more assertive in their insistence that the contributions for health care premiums be equalized for both active employees and annuitants. As a result of the actions of SEIU 415 representatives, a January 2006 communication received from CalPERS Staff indicated that continued non-compliance with the PEMCHA regarding equalized health care contribution rates could result in the suspension of METRO's health care program.

In response to the letter from CalPERS, and the demands from SEIU 415 and UTU 23 METRO discontinued the supplemental payments to annuitants effective April 2006. Subsequent to April 2006 METRO received many communications from annuitants expressing their concern over the financial change and outlining the hardship that the change has imposed on them. In an attempt to resolve the equal contribution issue and to relieve the annuitants from the unanticipated financial hardships that the change in premium coverage subjected them to, METRO staff contacted CalPERS Staff and some of the retired employee associations to gather information regarding the equal contribution provision of the PEMCHA.

The staff from CalPERS initially indicated to METRO that any supplemental stipend to annuitants for health insurance premium costs would have to be identified as "something else" in order to comply with the equal contribution provision of the PEMCHA. METRO, as a public agency does not have the legal ability to approve a "something else" stipend. To do so could constitute a gift of public funds that is prohibited by California Law.

However, the individuals from the associations that were contacted that represented retired public employee associations (including the association that sponsored the 2004 legislative change) indicated to METRO that the equal contribution requirement of the PEMCHA only applies to payments made to CalPERS and does not impact whatever supplemental health insurance premium payments that an employer may chose to make directly to its annuitants.

Based upon the information that was received from the associations that were contacted that represent retired public employees METRO developed a proposal that would re-establish the supplemental payment program for retiree health insurance premiums effective April 1, 2006. On August 1, 2006 the METRO Proposal for the re-establishment of retiree medical insurance premium supplements was transmitted to John Rice, Assistant Chief, Office of Employer and Member Health Services, CalPERS. Subsequent to the transmission of the METRO Retiree Medical Insurance Premium Supplement Proposal I engaged in a telephone conversation with Mr. Rice wherein he indicated that he felt that CalPERS could concur with the proposal. The August 1, 2006 letter that I sent to John Rice indicated that the absence of a response by August 17, 2006 from CalPERS indicating disapproval of the METRO Retiree Medical Insurance Supplement Proposal would be taken by METRO as concurrence with, and approval of the METRO Proposal by CalPERS.

9.2.19

As of August 17, 2006 METRO had not received any communication from CalPERS stating that disapproval of the Retiree Medical Insurance Supplement Proposal. As of the date of the preparation of this report METRO has not received any indication from CalPERS that they disagree with the implementation of the Retiree Medical Insurance Supplement Program.

Staff recommends that the Board of Directors re-establish the Retiree Medical Insurance Supplement Program and identify the \$50,000 expenditure in Account #9005-502999 in the METRO Operating Budget.

IV. FINANCIAL CONSIDERATIONS

The annual cost of the Retiree Medical Insurance Supplement Program is \$50,000 which has been included in the 2006/2008 METRO Operating budget similar to prior years and is consistent with the provisions of the Five Year budget Framework.

V. ATTACHMENTS

- Attachment A:** Letter to Terry Westbrook from L. White-May 8, 2006
- Attachment B:** Letter to John Laird from L. White-June 22, 2006
- Attachment C:** Letter to Les White from John Rice-July 17, 2006
- Attachment D:** Letter to John Rice from L. White-August 1, 2006
- Attachment E:** Memo to District Retirees from E. Ross-August 1, 2006
- Attachment F:** Email to Les White from J. Rice and K. Riddle-August 4, 2006

9.a20

Santa Cruz Metropolitan
Transit District

May 8, 2006



Terry Westbrook
Assistant Executive Officer
Health Benefits Branch
Lincoln Plaza
400 P Street Room 5460B
P.O. Box 942701
Sacramento, CA., 93229-2545

Attachment **A**

Dear Ms. Westbrook:

I'm writing to you on behalf of a group of retirees of the Santa Cruz Metropolitan Transit District (METRO). METRO has agreed to accept the determination that its longstanding policy for payment of retiree medical benefits at the level that was in place at retirement is not compliant with PEMHCA, specifically that contributions for actives and retirees must be equal. This acquiescence took place after the open enrollment period for 2006. There were some METRO retirees who selected a plan that now costs them a considerable amount of money. This unanticipated financial responsibility for premium payment is causing a hardship for some retirees.

METRO is requesting that CalPERS provide retirees who selected PERS Care, approximately 16 individuals, with the opportunity to change to PERS Choice for the remainder of 2006. Since open enrollment was closed, the affected retirees did not have the opportunity to change their benefit plan selection prior to April 1.

We would very much appreciate your assistance in allowing this limited number of retirees to change their medical plan at this time. If you could provide METRO with a contact person METRO would inform all the affected retirees and provide them with instructions on how to change plans from PERS Care to PERS Choice.

I appreciate your taking the time to review this matter and hopefully come to the conclusion that METRO retirees as described herein will be allowed to change their medical plan option at this time. Please consider the financial hardship that some retirees are experiencing in rendering a decision on this request.

Sincerely,

Leslie R. White, General Manager

CC. Board of Directors
John Laird, Assembly Member

370 Encinal Street, Suite 100, Santa Cruz, CA 95060 (831) 426-6080 FAX (831) 426-6117
METRO OnLine at <http://www.scmttd.com>

9.a21

Santa Cruz Metropolitan
Transit District

June 22, 2006

John Laird, Assembly Member
California State Assembly
P.O. Box 942849
Sacramento, CA 98249-0027

FAXED
6/22/06 CT



Attachment B

Dear Assembly Member Laird:

In 2004 the California Legislature made substantive changes to the Public Employees Medical and Hospital Care Act (PEMHCA). Prior to the legislative change in 2004 the PEMHCA provided that the language of a labor agreement took precedence over the PEMHCA provisions. As a result of the legislative change the Government Code §22753 provides that PEMHCA overrides the provisions of the labor agreements. Previously, METRO had taken the position that the Labor Agreement that was in place at the time of an employee's retirement governed the benefit level that a retiree could expect. With the change in the law, METRO can no longer assert that the labor agreement provisions control over the provisions of the PEMHCA.

Both the CalPERS staff and METRO SEIU 415 leaders have pressed for compliance with the equal contribution provisions of PEMHCA regardless of the terms of the previous labor agreements. The result of this action has been to force METRO to reduce payments for medical premiums for certain retirees. Therefore, the center of the discussion between METRO and the CalPERS staff has been the "equal contribution" rule. In order for Santa Cruz METRO to remain in good standing with PEMHCA, it must follow the "equal contribution rule." The language of Government Code §22892 is clear and unambiguous, that is, that the employer contribution "shall be an equal amount for both employees and annuitants."

In various conversations, CalPERS representative, Terri McIntyre, has suggested that METRO side-step the "equal contribution rule" by paying a "stipend" to each retiree which would reimburse the retiree for his/her required premium contribution. Ms. McIntyre asserts that this stipend should not be identified as reimbursement for medical premium costs (even though that would be the intent) as that would violate the "equal contribution rule". Rather, Ms. McIntyre asserts that it should be called a retiree stipend. The problem with this recommendation is twofold:

1. Calling the reimbursement by a different name does not make it something different, and, as a reimbursement it is a violation of the equal contribution rule.
2. METRO has no legal mechanism to authorize a retiree stipend.

In other words, it would be an illegal gift of public funds to follow Ms. McIntyre's recommendation and probably taxable to the retiree.

9.922

California State Assembly Member John Laird

June 9, 2006

Page 2

Unfortunately, the suggestion by the retirees that METRO provide both the active employees and retirees with 100% of the premium is not a viable option, given METRO's budget constraints.

The problem outlined in this letter is further worsened by the fact that CalPERS made the decision to demand compliance with the equal contribution requirement after the close of the open enrollment period in 2005. Therefore retirees that have enrolled in the highest cost PPO are faced with extremely high contributions with no way to pay them. METRO has formally requested that CalPERS allow the individuals to change plans now to mitigate their premium cost. I sent your office a copy of my May 8, 2006 letter to Terry Westbrook at CalPERS requesting the accommodation. As of the writing of this letter I have received no response from Ms. Westbrook. The lack of approval for the retirees to make plan changes now places METRO in the position of either taking an illegal action or ignoring the plight of our retirees. Neither of these options is a good one. I am hopeful that you can assist in convincing CalPERS to work with us to alleviate this situation.

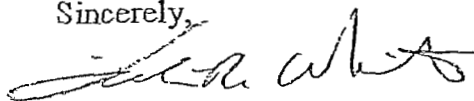
An opportunity for an administrative solution to the problems described in this letter does not appear to be forthcoming, based upon the discussions with the CalPERS staff. METRO is interested in exploring what, if any, legislative options might be available. METRO Board Chair Mike Rotkin, District Counsel Margaret Gallagher, and I would like to meet with you to determine what, if any, legislative solutions can be found to solve this dilemma.

Some METRO retirees have been placed in a financially worsened position as a result of what I believe to be unintended consequences of the 2004 legislation. I am hopeful that you will be available to meet with us to seek a solution to the medical premium issue in a manner that can legally address the situation that the retirees have been placed in.

Your assistance in resolving the retiree medical premium issue will be greatly appreciated.

Thank you for your continuing assistance and support.

Sincerely,



Leslie R. White
General Manager

Cc: Mike Rotkin, Chair, Board of Directors
Margaret Gallagher, District Counsel
Mark Dorfman, Assistant General Manager
Elisabeth Ross, Finance Manager
Robyn Slater, Human Resources Manager

9.23

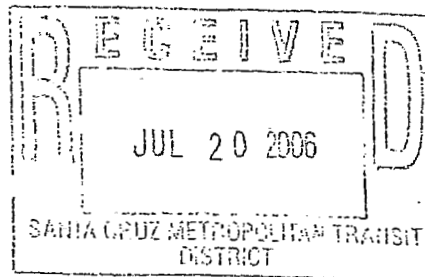


Office of Employer and Member Health Services
P.O. Box 942714
Sacramento, CA 94229-2714
(888) CalPERS (225-7377)
TDD - (916) 795-3240
FAX (916) 795-1277

Attachment C

July 17, 2006

Leslie White, General Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060



Dear Mr. White:

This responds to various inquiries and correspondences between the Santa Cruz Metropolitan Transit District (METRO) and the California Public Employees' Retirement System regarding employer contributions for health insurance benefits for active employees and annuitants under the Public Employees' Medical and Hospital Care Act (PEMHCA).

We understand that, in some instances, METRO negotiations with active-employee collective bargaining units (CBU) may result in lower METRO contributions for health coverage than previously agreed. When this happens, METRO wants to be able maintain its support for its retirees at the same levels as previously bargained.

Unfortunately, PEMHCA requires equal employer contributions for health benefits on behalf of enrolled active employees and annuitants within CBUs to be equal. PEMHCA does not allow for different contribution amounts within CBUs based upon dates or collective bargaining results. This precludes METRO from establishing a contract resolution under PEMHCA setting lower contribution amounts which do not equally affect all active employees and annuitants of the CBU.

To keep agreements with employees who have retired under more generous contribution structures, and to meet PEMHCA guidelines, many agencies make supplemental payments to retirees. The payments are often termed "supplemental benefit", "retirement stipend", "post-retirement payments", or another description that does not reference "medical" or "health insurance". METRO may find this structuring the simplest way to honor its commitments to retirees while remaining compliant with PEMHCA.

I trust this will allow METRO to move forward in its achieving goals. If we can be of further assistance, please contact Terri McIntyre of the Public Agency Contracts Unit at (916) 795-3587.

Sincerely,

John Rice, Assistant Chief
Office of Employer & Member Health Services

cc: Ann McWherter, RPEA

9.024

August 1, 2006



John Rice, Assistant Chief
Office of Employer & Member Health Services
CalPERS
P.O. Box 942714
Sacramento, California 94229-2714

FAXED
8/1/06 CT

Dear Mr. Rice,

I am in receipt of your letter dated July 17, 2006 wherein you provide information regarding the application of the requirements of the Public Employees' Medical and Hospital Care Act (PEMHCA). In your letter you indicate that the employer contributions for enrolled active employees and annuitants within a collective bargaining unit (CBU) must be equal, in order to comply with the PEMHCA.

The problem that the Santa Cruz Metropolitan Transit District is attempting to address relates to annuitants that retired prior to the enactments of labor agreements that resulted from the collective bargaining process in 2005. Prior to 2005 METRO paid the level of medical premiums to annuitants that were in effect at the time of their retirement. It was METRO's position that an annuitant was "vested" in the level of medical premium participation that was in effect when they retired. The purpose of taking this position was to provide stability and certainty for annuitants with regard to future medical premium costs.

The equal contribution requirement contained in the PEMHCA presents a significant problem for METRO. Annuitants within two CBUs who have received a stable level of medical care premium coverage from METRO for many years are now faced with increased costs due to the actions of active employees with respect to the provisions included in the ratified and approved Labor Agreements. As you know, annuitants did not have the opportunity to benefit from the exchange in values that was made between METRO and its active employees, yet they must bear the increased premium costs if METRO is required to comply with the PEMCHA equal contribution requirement as it has been interpreted by staff members at CalPERS. Future annuitants in the two CBUs understand that their medical premium coverage will be subject to the actions of the active employees, as language to that effect was included in the Labor Agreements that they voted on and approved recently.

In order to address the issue of the cost to prior annuitants it has been suggested that METRO provide a "supplemental benefit" or "stipend" to the retirees to make up for the additional cost in medical care premiums. I would like to recommend this approach to the METRO Board of Directors. However, for METRO to be able to approve this kind of supplemental payment program there must be provisions included in the action of the Board of Directors which legally justify the amount and frequency of the payments. Absent this justification the payments could be challenged as a gift of public funds that is prohibited under California Law.

In the spirit of your letter I am prepared to recommend that the Board consider providing a supplemental payment to prior annuitants for the purpose of paying the cost of healthcare premiums to restore METRO's participation to the level that it was when the annuitant retired. These supplemental payments would be made directly to the annuitants and would not be reflected in the payments that METRO makes to CalPERS. Therefore, for CalPERS, the level of contribution paid through CalPERS would be equal for both the active employees and the annuitants. By identifying these direct supplemental payments to annuitants as the restoration of the healthcare premiums to the level that they retired under, METRO will have a solid policy and benefit based expenditure that should protect it from challenge on the basis of a gift of public funds.

Attached to this letter please find a listing of the pay categories for the METRO Operating Budget Function 9005 that is used to pay for the benefits for annuitants. The attached exhibit clearly identifies those funds that METRO would pay to CalPERS for medical insurance and those funds that are paid for other benefits, including those that would be paid directly to the annuitants as a supplement for medical insurance costs. I am proposing to use the funds identified in Account 502999 to directly pay annuitants the supplemental monies necessary to pay for the medical insurance premiums to bring them to the level that was in effect at the time of their retirement. I would like to bring this proposal for paying supplemental funds for annuitants for medical premiums to the METRO Board of Directors for their consideration in August 2006.

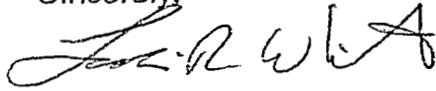
I am sending this letter to you to request your concurrence on the proposal outlined in this letter for paying annuitant supplements. I realize that there have been a number of questions and concerns expressed by METRO annuitants regarding the equal contribution requirements of the PEMCHA. It is my hope that you will find that the proposal outlined in this letter meets the intent of the PEMCHA and that you will allow the proposal to be implemented.

Thank you for your consideration of the METRO proposal for supplemental medical insurance payments to annuitants. Please advise me of your concurrence with the proposal outlined in this letter. I would like to have the METRO Board of Directors consider the proposal on August 25, 2006, so that annuitants could be informed of the premium status prior to the next open enrollment period. Therefore, it would be helpful to me to receive your concurrence as soon as possible. If I do not receive any information from you, in writing, indicating disapproval of the proposal contained in this letter, by August 17, 2006, I will interpret that as your agreement and concurrence and proceed to present the proposal to the Board of Directors for their consideration.

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Thank you for your consideration of the situation that METRO and the annuitants from METRO currently face. Your assistance and concurrence will allow us to resolve a very difficult problem and uphold our commitment to our annuitants. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "L.R. White". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Leslie R. White
General Manager

Cc: Ann McWherter, RPEA
Margaret Gallagher, District Counsel
Mark Dorfman, Assistant General Manager
Elisabeth Ross, Finance Manager
Robyn Slater, Human Resources Manager

9.27

SANTA CRUZ METRO FY 06-07 OPERATING BUDGET

Retired Employee Benefits - 9005

ACCOUNT	FY 05-06 REVISED	FY 06-07 FINAL	% CHANGE FROM FY 05-06	FY 07-08 FINAL	% CHANGE FROM FY 06-07
FRINGE BENEFITS					
502031 Medical Ins/CalPERS	982,113	1,079,430	9.9%	1,214,962	12.6%
502041 Dental Ins	82,036	82,036	0.0%	86,138	5.0%
502045 Vision Ins	28,440	31,284	10.0%	32,848	5.0%
502051 Life Ins	8,541	8,541	0.0%	9,395	10.0%
502999 Medical Ins/Direct	50,000	50,000	0.0%	50,000	0.0%
Totals	1,151,130	1,251,291	8.7%	1,393,343	11.4%
PERSONNEL TOTAL	1,151,130	1,251,291	8.7%	1,393,343	11.4%
NON-PERSONNEL TOTAL	-	-	0.0%	-	0.0%
DEPARTMENT TOTALS	1,151,130	1,251,291	8.7%	1,393,343	11.4%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

M E M O R A N D U M

Date: August 1, 2006
To: District Retirees
From: Elisabeth Ross, Finance Manager *ER*
Subject: Status of Retiree Medical Premiums

I would like to take this opportunity to update you on the status of retiree medical premiums. As you know, the policy of the District with respect to the payment of premiums for health insurance for retirees was changed effective April 1, 2006. The premium payment policy was changed due to communications received from CalPERS regarding the requirements of the Public Employees Medical and Hospital Care Act (PEMCHA).

The District is sending a letter to CalPERS stating that it is our intent to recommend to the Board of Directors, in August, that the District reinstate, retroactively to April 1, 2006, the supplemental payment program for medical insurance premiums to retirees based upon their benefit level authorized in their labor agreement/compensation plan at the time of their retirement. This means that retirees who have a deduction from their CalPERS pensions for medical premiums in excess of the amount authorized when they retired would receive a supplemental payment from the District to backfill the deduction to the level it was prior to April 1, 2006.

We are hopeful that CalPERS will not prevent us from reinstating the supplemental healthcare payment program. We will continue to keep you updated on this issue. If you have any questions, please contact me at 831-426-6143, x128. Thank you.

cc: Les White ✓

9.a29

X-Server-Uid: C4465CBA-6DB4-4676-8515-A22BE4ADEB4D
 Subject: RE: Health Plan Changes Outside Open Enrollment
 Date: Fri, 4 Aug 2006 08:45:58 -0700
 X-MS-Has-Attach:
 X-MS-TNEF-Correlator:
 Thread-Topic: Health Plan Changes Outside Open Enrollment
 Thread-Index: Aca315FpUE04uTtoQOuYdJLxk6g1VAABOP+w
 Priority: Urgent
 From: "Rice, John" <John_Rice@CalPERS.CA.GOV>

Attachment E

To: "Leslie White" <lwhite@scmtd.com>
 X-TMWD-Spam-Summary: TS=20060804154559; SEV=2.0.2; DFV=A2006080405;
 IFV=2.0.4.4.0-8; RPD=4.00.0004; ENG=IBF;
 RPDID=303030312E30413031303230322E34344433364233372E303031432D452D7A5A616
 CAT=NONE; CON=NONE
 X-MMS-Spam-Filter-ID: A2006080405_4.00.0004_4.0-8
 X-WSS-ID: 68CDB44B1U0558347-01-01
 X-Proofpoint-Virus-Version: vendor=fsecure engine=4.64.4171:2.3.9,1.2.33,4.0.164
 definitions=2006-08-04_05:2006-08-02,2006-08-04,2006-08-04 signatures=0
 X-Proofpoint-Spam-Details: rule=notspam policy=default score=0 mlx=0 adultscore=0 adjust=0
 reason=mlx engine=3.1.0-0607220001 definitions=main-0608040011

Les—one caveat on this after talking to staff about your most recent letter.

The request for special enrollment was made in May. Your district appears ready to make these individuals "whole" through a retroactive supplement. That may obviate the need for a special enrollment from PERS Care to Choice. If we allow folks to change plans, once you subsidize your retirees, they may want to return to Care.

CalPERS can support your decision either way, but this solution may have been overcome by events.

John
 (916) 795-1470

-----Original Message-----

From: Riddle, Keith
Sent: Friday, August 04, 2006 8:11 AM
To: 'lwhite@scmtd.com'
Cc: Rice, John; Martinez, Don
Subject: Health Plan Changes Outside Open Enrollment

Mr. White,

Your letter dated May 8, 2006 addressed to Terri Westbrook, Assistant Executive Officer, was forwarded to me by John Rice, Assistant Chief, Office of Employer and Member Health Services. We approved your request to allow for plan changes outside of open enrollment for approximately 16 retirees, as indicated in your letter. The effective date for the health plan change, from PERSCare to PERSChoice, will be June 1, 2006. I will facilitate these health plan changes but I need your assistance in order to coordinate this effort.

I ask that your agency:

- Provide me the name and phone number of an agency contact
 - Contact the impacted retirees and inform them of the situation
 - Obtain authorization from the retirees to change their health plan from PERSCare to PERSChoice
 - Ensure the retirees are aware the effective date is June 1, 2006.
 - Within 45 days of this note, forward me the names and Social Security Numbers of the retirees electing the health plan change

When contacting the retirees, please inform them that the retroactive effective date may impact claims paid (or to be paid) by PERSCare for services received subsequent to the effective date. In order to compare the two plans when making a decision, direct your members to the Health Plan Chooser tool located at www.calpers.ca.gov. If an effective date subsequent to June 1, 2006 is more advantageous for the member and agreed to by the employer, we may allow the later effective date. Furthermore, this opportunity is to accommodate changing plans only and other enrollment changes will not be allowed.

Once I receive the information, I will direct staff to enter the plan changes in our database. I will provide you confirmation once the changes have been made. The retirees will be sent a system generated notice informing them of the change. In addition, we will relay the information to the health plan to ensure that new medical cards are generated and sent to the retirees in addition to Evidence of Coverage booklets.

If you have any questions, please feel free to contact me.

Thank you.

Keith Riddle

Office of Employer and Member Health Services
(916) 795-0396
keith_riddle@calpers.ca.gov

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Marcela Tavantzis, Chair, Board of Directors
SUBJECT: **CONSIDERATION OF THE BOARD OF DIRECTORS MEETING SCHEDULE AND LOCATIONS FOR 2008.**

I. RECOMMENDED ACTION

That the Board of Directors approve the meeting date and location schedule for 2008 that is attached to this Staff Report.

II. SUMMARY OF ISSUES

- Annually the Board of Directors approves a schedule of meeting dates and locations for the following year.
- The Board of Directors meeting schedule typically calls for work session meetings on the second Friday of each month and regular meetings on the fourth Friday of each month. There are some modifications of the dates annually depending on what dates holidays occur.
- The Board of Directors typically holds the regular meetings at the Santa Cruz City Council Chambers; with the exception that annually one meeting is held in Watsonville and one meeting is held in Capitola.
- METRO has received a request from the City of Scotts Valley that one Board Meeting be held in Scotts Valley annually.
- METRO has received a request from the City of Watsonville that the number of meetings held in Watsonville be expanded to three now that the new Watsonville Council Chambers are complete.
- A proposed schedule of meeting dates and locations is attached to this Staff Report.

III. DISCUSSION

Annually the Board of Directors approves a schedule of meeting dates and locations for the following year. The Board of Directors meeting schedule typically calls for work session meetings on the second Friday of each month and regular meetings on the fourth Friday of each month. There are some modifications of the dates annually depending on what dates holidays occur. The Board of Directors typically holds the regular meetings at the Santa Cruz City

Council Chambers; with the exception that annually one meeting is held in Watsonville and one meeting is held in Capitola.

METRO has received a request from the City of Scotts Valley that one Board Meeting be held in Scotts Valley annually. METRO has received a request from the City of Watsonville that the number of meetings held in Watsonville be expanded to three now that the new Watsonville Council Chambers are complete.

A proposed schedule of meeting dates and locations is attached to this Staff Report.

IV. FINANCIAL CONSIDERATIONS

The adoption of a schedule of meeting dates and locations will not adversely impact the METRO Operating Budget.

V. ATTACHMENTS

Attachment A: Proposed 2008 Schedule of Meeting Dates and Locations for the Board of Directors.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
BOARD OF DIRECTORS MEETINGS
2nd and 4th Fridays of each month - 2008**

January Meetings

- January 11, 2008 - SCMTD Administrative Offices, 370 Encinal St., Santa Cruz, CA
- January 25, 2008 - Santa Cruz City Council Chambers*

February Meetings

- February 08, 2008 - SCMTD Administrative Offices
- February 22, 2008 - **Watsonville City Council Chambers***

*Santa Cruz City Council Chambers
809 Center St.
Santa Cruz, CA

March Meetings

- March 14, 2008 - SCMTD Administrative Offices
- March 28, 2008 - Santa Cruz City Council Chambers*

Watsonville City Council Chambers
275 Main St.
Watsonville, CA

April Meetings

- April 11, 2008 - SCMTD Administrative Offices
- April 25, 2008 - Santa Cruz City Council Chambers*

May Meetings

- May 09, 2008 - SCMTD Administrative Offices
- May 23, 2008 - **Capitola City Council Chambers**

Capitola City Council Chambers
420 Capitola Avenue
Capitola, CA

June Meetings

- June 13, 2008 - SCMTD Administrative Offices
- June 27, 2008 - Santa Cruz City Council Chambers*

July Meetings

- July 11, 2008 - SCMTD Administrative Offices
- July 25, 2008 - **Scotts Valley City Council Chambers***

Scotts Valley City Council Chambers
One Civic Center Drive
Scotts Valley, CA

August Meetings

- August 08, 2008 - SCMTD Administrative Offices
- August 22, 2008 - **Watsonville City Council Chambers***

September Meetings

- September 12, 2008 - SCMTD Administrative Offices
- September 26, 2008 - Santa Cruz City Council Chambers*

October Meetings

- October 10, 2008 - SCMTD Administrative Offices
- October 24, 2008 - Santa Cruz City Council Chambers*

November Meetings

- November 14, 2008 - SCMTD Administrative Offices
- November 21, 2008 - **Watsonville City Council Chambers**
2nd meeting is scheduled for third Friday due to Thanksgiving Holiday

December Meetings

- December 12, 2008 - SCMTD Administrative Offices
- December 19, 2008 - Santa Cruz City Council Chambers*
2nd meeting is scheduled for third Friday due to Christmas Holiday

**NOTE: THE FIRST MEETING OF EACH MONTH IS SCHEDULED FROM 9:00 A.M. - 11:00
THE SECOND MEETING OF EACH MONTH IS SCHEDULED FROM 9:00 A.M. - 12:00 NOON**

10.21

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CHANGE ORDER WITH ARNTZ BUILDERS IN THE AMOUNT OF \$363,054.00 FOR THE SERVICE & FUELING BUILDING COMPONENT OF THE METROBASE PROJECT

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a Change Order with Arntz Builders in the amount of \$363,054.00 for the Service & Fueling Building Component of the MetroBase Project.

II. SUMMARY OF ISSUES

- METRO has received a Change Order Request in the amount of \$363,054.00 involves several items for redesign and work on the Service & Fueling Building Component for the MetroBase Project.
- With the exception of specific delay costs, the Change Order Request submitted by Arntz Builders includes all work modifications necessary to complete the Service and Fueling Facility.
- A narrative description of all the items included in the Change Order Request is included with this Staff Report as Attachment B.
- The item-by-item breakdown of cost is included with this Staff Report as Attachment A.

III. DISCUSSION

Arntz Builders has submitted a Change Order Request to cover various items that needed to be addressed during the construction of the Fuel/Wash Facility. The Change Order Request includes all outstanding work items with exception of the delay related costs. Harris & Associates, METRO staff, and members of the MetroBase Board Committee have reviewed the Change Order Request. The Change Order involves work relating to Caltrans Encroachment Permit, PG&E services, AT&T services, and other revisions extended from contract work. Attachment A shows the cost structure for each issue involved in the Change Order. Attachment B has more detailed description of each issue. For cost calculations, work was tracked on a time and material basis.

The main site work involved in this change order is due to Caltrans Encroachment Permit. The permit restricted work to 9:00 am to 3:00 pm Monday through Thursday and 9:00 am to 1:00 pm

11.1

Friday. Also Pot-holing revealed that the material under River Street/SR 9 where the storm drain was to be installed was unstable and a new shoring system was required. Also additional paving was required per Caltrans specifications. A Fire Hydrant was installed per Caltrans approved plan and then had to be relocated per Caltrans Special Provisions during inspection. During sub-grade preparation at the back of the site, unsuitable soft soils were found and removed.

Other site work included the installation of the primary feeder per PG&E drawings. It was determined to be more cost effective to have Arntz install the primary feeder and correlating work with PG&E. AT&T added a pull box for providing phone lines from the power pole into the site. This work was not part of the original scope of work for Arntz. The City of Santa Cruz provided inspections. The City Water Department required irrigation revisions and one Building Department Official required a 5-foot sidewalk in front of lube compressor and vacuum rooms. ADA code allows for exceptions in the case of industrial facilities for sidewalks, but the inspector did not allow this exception. Additional insulation for the trash enclosure was needed to raise the grade of plies so that water would drain properly. The Environmental County Health Department from the County of Santa Cruz required the installation of a secondary containment for the fuel piping.

Other items identified in the Change Order Request are as follows: in the contract documents water service was to be provided by owner, however, due to the location of the water service on the site, a temporary water buffalo was used for the construction site; a light fixture relocation was required due to lights being partially blocked by a hose reel; the contract did not provide a one hour rated wall between the revenue room and break room that is required by code; two fire smoke dampeners were provided; conduits to the Fire Alarm Panel that were omitted from a previous change order are included in this one; temporary drainage was needed for the interim drainage for trench drain #1; a power feed was needed for the solenoid and pulsar valves; modifications were done to the diesel tank foundation due to the size of the pad; additional excavation for wall footing was needed per geotechnical engineer; a dedicated circuit for water softeners was installed; a water pressure reducing valve was installed due to the water pressure in the system exceeding 100 psi pressure.; and wiring for the duress strobe was not shown on contract drawings and needed to be added.

Staff recommends that the Board of Directors authorize the General Manager to execute Change Order with Arntz Builders in the amount of \$363,054.00 for issues relating to needed items for the Service & Fueling Building Component of the MetroBase Project.

IV. FINANCIAL CONSIDERATIONS

Funds for the construction of the Service & Fueling Building Component of the MetroBase Project including the Change Order Request outlined in this staff report are available within the funds the METRO has secured for the Project.

V. ATTACHMENTS

Attachment A: Change Order Itemized Cost Worksheet

Attachment B: Change Order Item Description

SANTA CRUZ METROBASE

Fuel and Wash Facility

Contract Change Order #010 Summary

Issue #	Name	Description	Potential Additional Cost	Note
9.2	Permit	R/W Delay CT Encroachment Permit	\$ 180,074	As previously agreed
9.3	Permit	R/W Delay CT Encroachment Permit	\$ 52,076	Delete 1/2 T & M on 7/727/07 and move 5/11/07 work to Issue 22.2, delete B&I markup
19	WATER	Temporary water for construction	\$ 7,747	Delete B&I markup
22.2	PG&E	Delay in receiving PG&E Gas/Elect. Design	\$ 10,819	Add Granite 5/11/07 work
26.2	IRRREV	Irrigation Revisions from RFI No.043	\$ 5,327	Correct sub markup & delete B&I markup
32.1	REELBK	Move Lights as required	\$ 772	Delete B&I markup
34	ELEVAT	Site Finish Elevations	\$ 3,031	Correct sub markup & delete B&I markup
35.1	FSD'S	Conduits/conductors to Fire Alarm Panel	\$ 3,724	Delete B&I markup
42	DRAINS	Temp drainage additions RFI 2.1 & 6.2	\$ 5,780	Deleted back drain, corrected sub markup, deleted B&I markup
47	ATT	Install AT&T Pull Box	\$ 10,701	Correct sub markup & delete B&I markup
48	SOLVAL	Solenoid Valves and Pulsars	\$ 4,057	Delete B&I markup
49	FOUND	R&R unsuitable mat'l E. Pavement Area	\$ 1,154	Delete B&I markup
50	DIESEL	Modification to Diesel Tank Foundation	\$ 1,561	Delete B&I markup
51	OVREX	Additional excavation for wall footing	\$ 20,565	Delete B&I markup
51.1	OVREX	Prime portion of over-ex	\$ 2,496	Delete B&I markup
52	WTRSFT	Dedicated circuit for Water Softeners	\$ 1,524	Delete B&I markup
53	TANK	Revisions to Tank/Piping	\$ 13,623	Delete B&I markup
54	TEROOF	Additional Insulation at Trash Enclosure	\$ 832	Delete B&I markup (other corrections made by Lisa T. on HA file copy)
55	PAVE	Additional Paving reqmt by CalTrans	\$ 29,009	Delete contract work (thermoplastic), correct sub markup, delete B&I markup
57	HYDRT	Fire hydrant relocation	\$ 5,833	Delete B&I markup
58	PSIRED	Pressure Reducing Valve	\$ 1,823	Delete B&I markup
59	DURESS	Wiring for Duress Strobe (RFI 125)	\$ 526	Delete B&I markup

TOTAL \$ 363,054

11.2.1

Attachment A

Description of Change Order request Items

Issue 9.2 & 9.3 Caltrans Encroachment Permit and Related Storm Drain Issues

A portion of the work for the Service Building involved work within Caltrans' right of way (River Street/SR 9). Subsequent to contract award, a Caltrans permit was applied for and issued to SC Metro. The permit requirements and a change in conditions were elements that were unknown to the contractor at the time of their bid:

- (1) Lane closures on River Street/SR 9 were restricted to between the hours of 0900 and 1500 Monday thru Thursday and 0900 and 1300 on Fridays. The work hour restrictions made it necessary to perform work on/along River Street/SR 9 at night and/or within a more restricted work window than was anticipated. This issue had a major impact on the installation of the 48" storm drain crossing River Street.
- (2) Pot-holing revealed that the material under River Street/SR 9 where the storm drain was to be installed, was unstable and the "typical" shoring (trench box) that the contractor had anticipated using for the installation was inappropriate for the conditions. This change of conditions required a shoring system (steel pile and lagging) that was considerably more complex than what the contractor had anticipated at the time of their bid.

This issue was broken into three sub-parts 9.1, 9.2 and 9.3. Issue 9.2 includes the storm drain installation work performed prior to 4/1/2007 and Issue 9.3 addresses all remaining work performed to complete the installation (Issue 9.1 addresses delay impacts only). Due to an inability to accurately determine the inefficiencies resulting from the permit restrictions, it was agreed that a credit would be taken for the contract item bid amount for the installation of the storm drain (from SDMH#3 to SDMH#4) and the contractor would be paid for the work associated with the storm drain installation on a time and material basis.

Issue 19 Temporary Water for Construction

Per the contract documents, a water service was to be provided for the contractor's use. No water service was provided. It was agreed that the contractor would rent the necessary storage/transport equipment and obtain water at the City of Santa Cruz filling station for the duration of the project. It was also agreed the contractor would be compensated for the monthly rental fees for the equipment based on invoices.

Issue 22.2 Pacific Gas & Electric Delay/Feeder

Installation of the primary feeder for PG&E was not part of the original scope of work. Discussions ensued with regard to whether PG&E or the contractor should install the feeder. It was determined that the most cost effective solution was to have the

contractor install the feeder in conjunction with contract work (installation of conduit to the sanitary sewer lift station and trash enclosure). Additionally there was extra work in assisting PG & E with the installation of the new power pole. The extra work was tracked on a time and materials basis.

Issue 26.2 Irrigation Revisions

Plan review by the City of Santa Cruz Water Department required revisions to the irrigation system that were outside the original scope of work. The contractor was directed to make the revisions per RFI #43 and the work was tracked on a time and materials basis.

Issue 32.1 Additional Mounting at Hose Reels/Relocate Lights

The lights along grid line 6 in the service bay were installed per plan. It was discovered, after the installation, that the lights were partially blocked by the hose reel columns for the service fluids. The contractor was directed to move the lights approximately 5-feet to the east to avoid this conflict. This work was tracked on a time and materials basis.

Issue 34 Site Finish Elevations

In accordance with the current ADA code, a 5-foot sidewalk for access to the lube compressor and vacuum rooms was required. Although ADA code allows for exceptions in the case of industrial facilities, the City of Santa Cruz did not allow an exception. The contractor was directed to construct the sidewalk per the designer's specifications (reference RFI #90). This extra work was tracked on a time and material basis.

Issue 35.1 Additional cost for Fire Smoke Dampers (FSD)

The contract documents did not provide for FSD's for the 1-hr rated wall between the revenue room and the break room (as required by code). The contractor was directed to provide two additional fire smoke dampers to meet code requirements. When JM Electric submitted their original quote (included in contract change order #005); they omitted the cost to install the wiring and sensor for the FSD's to the Fire Alarm Monitoring Panel. It was demonstrated that this was a legitimate omission and that the additional amount should be paid.

Issue 42 Temporary Drainage Addition

When the overall project was divided into three phases, the contract drawings did not provide interim drainage for trench drain #1 (TD1). The contractor was directed to install additional piping to provide drainage for this interim condition per the details

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provided in RFI #6.2. The contractor was authorized to proceed with the work based on the quote submitted (letter from Arntz 6/2/07).

Issue 47 Install AT&T Pull Box

The contract plans did not include additional work required by AT&T to provide service to the new building. The additional work involved the installation of a pull box/vault (32"x50"x36") in the sidewalk along River Street and conduit for AT&T's future use. The additional work was tracked on a time and materials basis.

Issue 48 Solenoid Valves & Pulsars

The contract plans omitted provisions for the power feed from the card readers to the solenoid and pulsar valves. The contractor was directed to install the power feed (reference RFI's #48 and #79.1) based on the quote received.

Issues 49 Soft Spots – Subgrade Preparation

While preparing the subgrade for the slab/driveway at the rear of the site the contractor encountered unsuitable material. Per the geotechnical engineer's recommendation, the unsuitable material was removed to a depth of approximately 8 inches, and a geo-fabric was installed. The specified base rock was then placed and compacted per contract. The costs for the removal of the unsuitable material and the installation of the geo-fabric was tracked on a time and materials basis.

Issue 50 Diesel Tank Foundation Modifications

The diesel tank foundation pad size was increased per the tank manufacturer recommendation (reference RFI #63). This was determined to be additional scope and the contractor was authorized to perform the work per the subcontractor's quote (Arntz letter dated 6/20/07).

Issue 51 and 51.1 Over-excavation of Wall footings

While excavating for the footings for the site and trash enclosure walls, the contractor encountered fill material with large cobbles and debris at the designed footing elevation. To comply with the geotechnical engineer's recommendation the contractor was directed (by the geotechnical field technician observing/testing the material) to over-excavate the footings to a depth where competent material was encountered. The contractor then backfilled the over-excavated areas with Type II slurry. This qualifies as a change of condition and the extra work (over-excavation and backfill) was tracked on a time and material basis.

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Issue 52 Water Softener Circuit

The City of Santa Cruz Building Department required that the water softener for the bus wash be on a dedicated circuit. The contractor was directed to provide a dedicated circuit for the water softener. This work was not indicated in the contract documents and is compensable as extra work. The work was tracked on a time and materials basis.

Issue 53 Fuel Piping Revisions

The fuel piping plans in the contract documents were reviewed by the Environmental County Health Department. The plans, as approved by the County, required some re-routing of the piping and secondary containment of the piping amongst other revisions. The contractor was directed to re-route portions of the previously installed piping and install secondary containment pipe and additional support brackets as referenced in RFI #133. The pipe fabrication, containment pipe installation and installation of additional support brackets was determined to be out-of-scope work was tracked on a time and materials basis.

Issue 54 Added 3" Insulation

The contract plans incorrectly detailed the scupper on the trash enclosure roof structure. The contractor was directed to add 3" of insulation under the taper boards to raise the grade of the plies so that the water would drain to the scupper and not pond on the plies. This was deemed extra work and was tracked on a time and materials basis.

Issue 55 Paving Changes at State Highway 9 (River Street)

A portion of the work for the Service Building involved work within Caltrans' right of way (River Street/SR 9). Subsequent to contract award, a Caltrans permit was applied for and issued to SC Metro. The permit requirements included several elements that were unknown to the contractor at the time of their bid:

- (1) Lane closures on River Street/SR 9 were restricted to between the hours of 0900 and 1500 Monday thru Thursday and 0900 and 1300 on Fridays. The work hour restrictions made it necessary for to perform work on River Street/SR 9 within a more restricted work window than was anticipated. As a result, the contractor had to perform work in multiple operations/move-ins that might otherwise have been accomplished in a single operation.
- (2) The permit requirements enlarged the area of asphalt concrete (AC) grinding/paving on River Street/SR 9 from what was shown on the bid set. Additionally, the permit inspector required 4 inches of AC removal (vs. 2 inches per plan) and the use of pavement reinforcing fabric between the existing pavement section and the new AC. As a result of these changes, additional AC

11.64

material was removed and replaced, reinforcing fabric had to be installed and operations were performed over multiple shifts where they would have been performed in a single shift.

Based on the approved schedule of values, a credit was taken for the contract item bid amount for the paving item. The contractor was authorized to proceed with the grinding/paving and ancillary items (manhole & valve box adjustments, etc.) on a time and material basis.

Issue 57 Relocation of Fire Hydrant

The Caltrans inspector indicated that per the Caltrans Special Provisions of District 5, all fire hydrants must be located 18" from the outer most part of the hydrant to the face of curb. The fire hydrant was installed per the approved plan (reviewed and approved by Caltrans) at 18" from center of pipe to face of curb. The contractor was required to relocate the hydrant to comply with the Caltrans Special Provisions. This work was deemed compensable as extra work was tracked on a time and materials basis.

Issue 58 Install Pressure Reducer

It was determined that the City's domestic water supply pressure to the building was in excess of 100 psi. This high pressure posed a potential for damage to the bus wash equipment and the other plumbing items (e.g. toilet, sinks etc.). The designer instructed the contractor to install a pressure-reducing valve at the 3" backflow preventer in the building. This work is compensable as extra work and was tracked on a time and materials basis.

Issue 59 Wiring for Duress Strobe

The contract specifications indicate a duress strobe location at the existing Operations Building dispatch room. The contract drawings showed no infrastructure to provide such connection. It was decided that an interim audible alarm should be installed and a more permanent solution would be provided with the construction of the Operations Building. The contractor has been directed to install the audible alarm based on the subcontractor's cost quote (Arntz letter dated 8/30/07). Due to the conflict in the contract documents, this was deemed extra work and will be paid based on the quote provided by the subcontractor.

11.65

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 28, 2007
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: **CONSIDERATION OF SERVICE REVISIONS FOR WINTER 2007.**

I. RECOMMENDED ACTION

Staff recommends Board consideration for approval of proposed service revisions for December 2007.

II. SUMMARY OF ISSUES

- Service to Paradise Park is discontinued due to low ridership and operational needs.
- Modification to first southbound Route 35 to restore connection to Highway 17.

III. DISCUSSION

Staff is proposing modest modifications to service for the Winter Bid. The changes are as follows:

A. Route 4 Harvey West – Eliminate Paradise Park Loop

For many years METRO has provided service to Paradise Park on Route 4. Currently, Paradise Park is served on six trips of the Route 4. Because a forty-foot bus is unable to turn around at Paradise Park the six trips of the Route 4 that serve Paradise Park are only operated with thirty-five foot buses. However, with IWC regulations in place it is critical that METRO maintain maximum efficiency with regard to the use of forty-foot buses to contain costs. Ideally, the Route 4 should be interlined with all bus types (except Highway 17) for maximum flexibility. By eliminating the Paradise Park loop the constraint of using only thirty-five foot buses on Route 4 will go away.

Information from bus operators is that this stop is rarely used. Staff has done a series of surveys to verify the operator information. After nine days of surveys ridership activity at Paradise Park is less than three per day. There are no costs or cost saving associated with this modification.

B. Route 35 Boulder Creek/Santa Cruz

When the Highway 17 schedule was modified for the Fall bid, a connection was broken with the first southbound Route 35. Since the change, several passengers now travel to Pasatiempo and cross over to the northbound side of Highway 17 to catch the next Highway 17 bus because it bypasses Scotts Valley. Staff proposes to move the departure of the first inbound Route 35 from Mountain Store earlier by ten minutes. The new departure will be at 5:43 AM. The cost for the modification is estimated at \$3,000 annually.

IV. FINANCIAL CONSIDERATIONS

The cost for these modifications is estimated at \$3,000 annually.

V. ATTACHMENTS

None