

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
SEPTEMBER 12, 2008 (Second Friday of Each Month)
SCMTD ENCINAL CONFERENCE ROOM
370 ENCINAL STREET, SUITE 100
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 11:00 a.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. Kathryn Handforth Re: Service Request
 - b. E/D TAC Re: METRO's Discount Bus Pass Policy
 - c. CA Rural Legal Assistance, Inc. Re: ParaCruz Service Complaint
 - d. SCCRTC Re: ParaCruz Service Complaint
 - e. K. Bach Re: Service Request
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 13 & 27, 2008 AND SPECIAL BOARD MEETING MINUTES OF JUNE 19, 25 & 29, 2008
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF AUGUST 2008
- 5-3. CONSIDERATION OF TORT CLAIMS:
DENY THE CLAIM OF WESLEY ALLEN, CLAIM #08-0026
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR SEPTEMBER 17, 2008
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JUNE 2008
- 5-6. ACCEPT AND FILE JUNE 2008 RIDERSHIP REPORT

- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2008
- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF JULY 2008
- 5-9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DELTA DENTAL FOR EMPLOYEE DENTAL INSURANCE FOR A TWO-YEAR PERIOD
- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ASSURANT FOR EMPLOYEE LONG TERM DISABILITY INSURANCE FOR A TWO-YEAR PERIOD
- 5-11. CONSIDERATION OF FIXED-ROUTE RIDERSHIP REPORT FOR FY 2008
- 5-12. RECEIVE STATUS REPORT REGARDING PARACRUZ SAME DAY SERVICE CHANGE POLICY REVISION IN RESPONSE TO INCIDENT ON JANUARY 7, 2008
- 5-13. RECEIVE STATUS REPORT REGARDING CUSTOMER COMPLAINT RECEIVED ON AUGUST 19, 2008

REGULAR AGENDA

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Beutz
THIS PRESENTATION WILL TAKE PLACE AT THE SEPTEMBER 26, 2008 BOARD MEETING
- 7. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF SORETTA CHATMAN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented By: Chair Beutz
THIS PRESENTATION WILL TAKE PLACE AT THE SEPTEMBER 26, 2008 BOARD MEETING
- 8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A THREE-YEAR CONTRACT WITH DEVCO OIL, INC. FOR OFF-SITE FUELING OF METRO'S NON-REVENUE VEHICLES
Presented By: Tom Stickel, Maintenance Manager
ACTION REQUESTED AT THE SEPTEMBER 12, 2008 BOARD MEETING
- 9. CONSIDERATION OF TORT CLAIMS:
REJECT THE CLAIM OF BRUCE INMAN, CLAIM #08-0025
Presented By: Margaret Gallagher, District Counsel
ACTION REQUESTED AT THE SEPTEMBER 12, 2008 BOARD MEETING
- 10. CONSIDERATION OF REQUEST FROM SECOND HARVEST FOOD BANK FOR BUSES TO BE USED IN FOOD DRIVE

Presented By: Mark Dorfman, Assistant General Manager

ACTION REQUESTED AT THE SEPTEMBER 12, 2008 BOARD MEETING

11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Name of Case: Martin Gilbert vs. A Tool Shed (Santa Cruz Metropolitan Transit District as Intervenor)
 - b. Name of Case: Martin Gilbert vs. Santa Cruz Metropolitan Transit District (Before the Workers' Compensation Appeals Board)
 - c. Name of Case: Carol Moore vs. Santa Cruz Metropolitan Transit District (Before the Workers' Compensation Appeals Board)

SECTION III: RECONVENE TO OPEN SESSION

13. REPORT OF CLOSED SESSION

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.

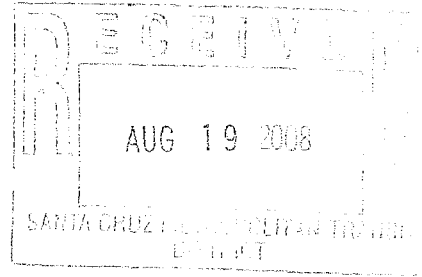
When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

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 Encinal Conference Room 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.

August 18, 2008

Members of the Santa Cruz Metro Board
370 Encinal St, #100
Santa Cruz, CA 95060



Dear Members:

I am writing to ask your help with the extreme routing difficulties that working people aged 40-65 are having in trying to get to their jobs. We have repeatedly asked for help from the Metro and have not received any response.

I lost my job in Santa Cruz due to the poor service routes from Scotts Valley. I am age 54 and cannot drive. I finally got a job in Aptos and now must get up at 4:00 am in order to get to my 8:00 am job. I leave work and 4:50 pm and often cannot get home before 7:00pm. This is ALL due to the failure of the drivers to be able to meet the very, very poor routing schedules forced upon them. They do their best and should receive commendations. The routers need to find other jobs. I have to catch the 6:10 am bus from the Starbucks shack on Mt. Hermon. The bus will not go the empty vacant transit center, which I actually live right behind. Then I have to sit at the metro for 20 minutes for the 71 and that is a 45 minute trip to Aptos. I should be able to take a later bus and connect with the 71 but it cannot be done because the 35 is always too late to catch the 71. The printed schedule is a lie. I will really suffer when winter comes. Coming home is the reverse - any stop for bicycles and/or wheelchairs and I cannot catch my connection and stand at Ocean and Water for 40 minutes. It is becoming unbearable and winter frightens me. The long days hurt. I am alone in this commute nightmare.

I am one of over 30 people, none of us under age 40, stuck with this nightmare of a commute. One man is in his early 60's and works at Dominican Hospital. He is a Vietnam vet with a son in Iraq. He works 4 days on and 3 days off and on the weekends he must pay \$45.00 for a TAXI! So must all the lab workers, hospital technicians, food, hotel and vet people. They pay more than they make to get to work by TAXI on weekends because Santa Cruz metro does not care. The misery is deep and I cannot begin to tell you how unhappy and scared people are..

Now come the holidays - same thing! On Martin Luther King day, the very people the holiday is intended to honor are taking \$45.00 taxi rides - including me - to try to get to work. That is a terrible thing to do to us and we are not paid nearly as much as metro employees are and no benefits. Rosa Parks would be unable to get to work and back by Metro and would have lost her job as many of us have..

The Hwy 17 buses do run on weekends and holidays and those are people who work over the hill and not in Santa Cruz. They get service from the Metro as do the schools. Especially the schools. We working SANTA CRUZ people do not. The two express buses that used to run between Santa Cruz and Scotts Valley were taken away - another kick in the face to Santa Cruz workers. We have complained many times to the Metro and no one answers. Time to picket? Time to get a petition and publicity? Time to go to a senior legal center for help? We are stating with you. Giving you a chance.

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Another issue is that you cannot buy a bus pass in Scotts Valley and we are forced to order by mail every month. The vacant bus station is a sad joke and those of us that forced to walk past it from our homes to the Starbuck shack on Mt Hermon road are not amused. We are very afraid of the coming winter and the darkness. The lack of light and safety and decent routing.

Seating is another major problem. The commute buses needed for WORKERS in the morning and evening are packed with students. Bicycles. Wheelchairs. No connections can be made and people are losing their jobs and getting reprimands for lateness. Three county employees were reprimanded several times because the new route for pick up in Scotts Valley brings them to work 10 minutes late instead of 10 minutes early. Two have now quit and left Santa Cruz – yes, because of that reason. Again, many complaints have been filed and the metro does NOT care.

I have talked to so many tired, angry working people. We do not deserve how we are treated on the buses . There needs to be more routes between 6 and 9 am and 4 and 6 pm. Especially the routes 35 and 71. Metro knows and Metro does not care. You CANNOT keep forcing the terrible overcrowding either. Someone will be injured and it would be so easy to ignore.

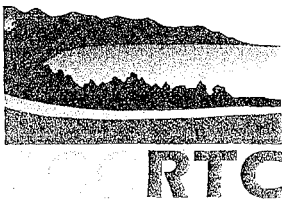
This letter is give the board a chance. Obviously, it may be necessary to send a copy to the governor and to request help from senior resources. It is up to you. We are angry, tired and frightened and there are a lot of us. Please listen. Please help.

Thank you,



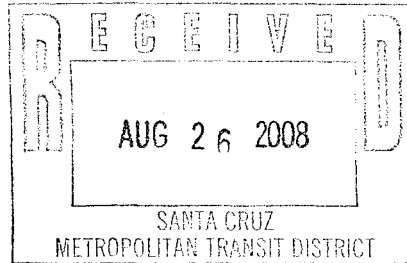
Kathryn Handforth

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SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

1523 Pacific Ave., Santa Cruz, CA 95060-3911 • (831) 460-3200 FAX (831) 460-3215 EMAIL info@sccrtc.org



August 21, 2008

Santa Cruz Metropolitan Transit District
Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

RE: METRO Request for Input on Senior/Disabled Discount Bus Pass Policy

Dear Chair Beautz:

The Elderly & Disabled Transportation Advisory Committee (E/D TAC) advises the Santa Cruz County Regional Transportation Commission (SCCRTC), the Santa Cruz Metropolitan Transit District (METRO), and other service providers on transportation needs for people with disabilities, seniors and persons with limited means.

At their August 12 meeting, the E/D TAC approved (with my abstention) the following motion relative to the Santa Cruz Metropolitan Transit District's request for input on changes to the Discounted Bus Pass policy for Seniors and People with Disabilities:

As an incentive to shift riders from more costly paratransit services to less costly fixed route bus services, the E/D TAC recommends that the METRO revise their policy to allow eligible Metro ParaCruz passengers to receive rides on fixed route bus services free of charge by showing their valid Metro ParaCruz ID card.

The intent of this action is to provide riders with conditional ParaCruz eligibility an incentive to use fixed route services thereby saving METRO costs by decreasing ParaCruz rides which are estimated to cost approximately \$30 each. The E/D TAC also requested that staff provide a cursory level of research to find out what other transit districts provide. Attached is a brief summary of the research that in no way is meant to address all the issues. In addition, the E/D TAC has consistently supported increased efforts to educate potential paratransit riders about the benefits of using fixed route bus transit.

Thank you for requesting input from the E/D TAC on this important issue.

Sincerely,

A. John Daugherty, Chair
Elderly and Disabled Transportation Advisory Committee

Attachment: Transit District Survey

cc: Peggy Gallagher, METRO
Naomi Gunther, Chair, MAC
Tony Campos, Chair, SCCRTC

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Transit Districts: Examples of fixed-route fares for ADA clients

This is a cursory survey of transit agencies performed by RTC staff, and is not meant to be inclusive of all issues relative to this topic.

Monterey Salinas Transit

(contact: Bill Morris, 831-393-8108, wmorris@mst.org)

- **Free** fixed-route service is available to ADA clients
- Program began in February, fully approved by Board of Directors
- 2nd ID card required, no special conditions, just ADA eligibility
- ADA eligible passengers using fixed-route are tracked; estimated savings so far at \$60,000
- Figures reported to Board regularly, available on website

LA Access

- **Free** fixed-route service is available to ADA clients <http://www.asila.org>

Orange County Transit

- Fixed-route fares for ADA clients are **25 cents per ride**

San Luis Obispo Regional Transit Agency

(contact: Ed King, Director 805-781-4465)

- **No free** fixed-route service for ADA clients
- Operations/revenue currently under study by consultant
- Free fare policy unlikely because of rural character; more appropriate to urban counties

Long Beach

- **Free** fares for ADA clients in specific districts

MTD – Santa Barbara

(contact: Steve Maas, smaas@sbmtd.gov), would like feedback)

- **Half/price** fares to ADA clients
- Should mobility training be included in free-fare programs? (clients may be afraid to use fixed-route)

VTA – Santa Clara

(contact: David Ledwitz, 408-321-2300)

- **Free** fixed-route fare for ADA clients for bus and rail (since 2003)
- Clients must request second fixed-route card, with photo
- Free fare users are not tracked; unclear how many ID cards have been issued

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Butte County Regional Transit

(contact: Jim Peplow, 530- 879-2468)

- **Half/fare** discount for medicare, handicapped
- MediCal cuts resulting in declining use of paratransit
- Expanding service area now for paratransit for premium fares
- Increasing requests from social service orgs

Paso Robles Transit

(contact: Michael Hanson, 805-237-7505)

- **Half-price** fare for ADA clients on fixed transit
- Policy in place for many years
- ADA service based on length of trip
- (incidental info: City of San Luis Obispo provides free fares for age 80+)

Samtrans

(contact: Tina Dubost)

- **free** rides on fixed-route offered to paratransit users

Modesto Area Express

(contact: Terry Easley, 209-577-5317)

- **Half-price** fare for ADA
- FTA requirement for fare reduction is for non-peak hours, but this agency provides fare reduction all day
- More than 3000 wheelchairs transported per month on fixed route
- Mobility training by request

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CALIFORNIA RURAL LEGAL ASSISTANCE, Inc.

SANTA CRUZ

501 Soquel Avenue, Suite D
Santa Cruz, CA 95062-2322
Telephone: (831) 458-1089
Fax: (831) 458-1140
SantaCruz@CRLA.org

Basic Unit

Gretchen Regenhardt

Directing Attorney

Anastasia Steinberg

Torres-Gil

Staff Attorney

Joe Vela

Receptionist

José R. Padilla

Executive Director

Luis C. Jaramillo

Deputy Director

Ralph Santiago Abascal

General Counsel

(1934-1997)

Regional Offices

Coachella

Delano

El Centro

Fresno

Gilroy

Madera

Marysville

Modesto

Monterey

Oceanside

Oxnard

Paso Robles

Salinas

San Luis Obispo

Santa Barbara

Santa Cruz

Santa Maria

Santa Rosa

Stockton

Watsonville

August 26, 2008

Leslie White

General Manager

Santa Cruz Metropolitan Transit District

370 Encinal Street, # 100

Santa Cruz, CA 95060

Marcela Travantis

Chair, Santa Cruz Metropolitan Transit District Board of Directors

Santa Cruz Metropolitan Transit District

370 Encinal Street, # 100

Santa Cruz, CA 95060

A. John Daugherty

Chair, Elderly and Disabled Transportation Advisory Committee

Santa Cruz Metropolitan Transit District

370 Encinal Street, # 100

Santa Cruz, CA 95060

Re: Customer Complaint re ParaCruz Services

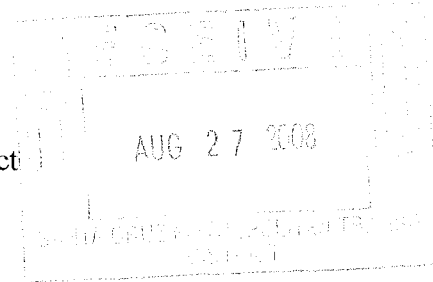
Greetings:

I am an attorney at California Rural Legal Assistance.

My office was contacted by Mr. Kurtis Lemke. Mr. Lemke indicated that he suffers from a physical disability and uses a wheelchair. Mr. Lemke resides at an assisted living facility located at 2990 Soquel Avenue in Santa Cruz.

Mr. Lemke reports that he has experienced on-going problems with ParaCruz transportation, specifically:

- Although ParaCruz drivers are supposed to wait 5 minutes before leaving for their customer, Mr. Lemke reports that drivers often fail to wait for the full 5 minutes and leave. Because of mobility issues, Mr. Lemke requires the full 5 minutes and when drivers leave early, it inconveniences Mr. Lemke greatly, forcing him to miss his prescheduled appointments.
- On one occasion, ParaCruz failed entirely to arrive for a



scheduled pick-up.

- On one occasion, ParaCruz was 1.5 - 2 hours late in picking up Mr. Lemke.
- ParaCruz has dispatched the wrong sized van many times to pick-up Mr. Lemke (because of Mr. Lemke's wheelchair, he requires a larger vehicle).
- On August 1, 2008 at 2:00 p.m. Mr. Lemke was present for his ParaCruz ride, but dispatch apparently incorrectly advised the driver to wait for a rider and assistant named "Mark." This resulted in the driver reporting to dispatch that rider was a no-show with the van leaving. As a result, Mr. Lempke (who was present, ready and waiting) was forced to pay \$50 in cab fare to get to his appointment.

Mr. Lemke has relied on ParaCruz for over seven years and Mr. Lemke is feeling quite frustrated (in addition to be inconvenienced and out-of-pocket money spent on cab fare).

I believe that at this time, Mr. Lemke is only requesting confirmation that his complaint has been received and that his concerns will be taken into consideration by the Santa Cruz Metropolitan Transit District.

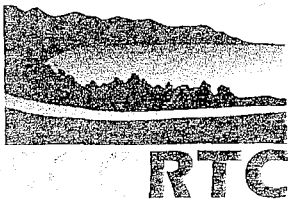
If you have any questions, require additional information or wish to discuss this matter further, please call me directly at (831) 458-1238 or contact me via e-mail at: asteinberg@crla.org. Thank you for your consideration.

Sincerely,



ANASTASIA STEINBERG
Attorney at Law

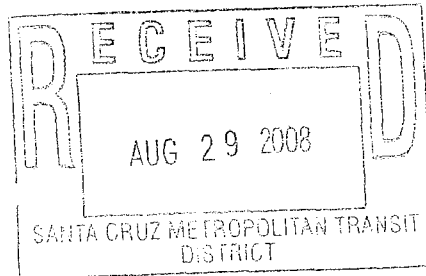
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SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
1523 Pacific Ave., Santa Cruz, CA 95060-3911 • (831) 460-3200 FAX (831) 460-3215 EMAIL info@scrtc.org

August 25, 2008

Kurtis Lemke
2990 Soquel Ave
Santa Cruz, CA 95062



Re: ParaCruz Transportation Service

Dear Mr. Lemke,

Your letter dated August 8, 2008 regarding your experiences with ParaCruz transportation services was received, and will be forwarded to the Santa Cruz County Regional Transportation Commission and it's Elderly & Disabled Transportation Advisory Committee for their consideration.

However, the entity responsible for providing ParaCruz service is the Santa Cruz Metropolitan Transit District (METRO). As such, I am also forwarding your letter to the METRO in addition to their Metro Advisory Committee, an advisory group comprised of transit and paratransit riders.

Thank you for writing.

Sincerely,

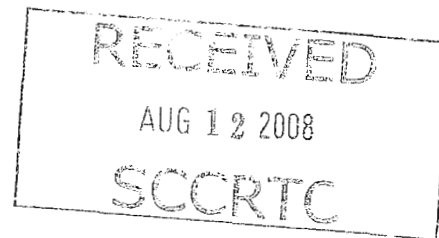
George Dondero,
Executive Director

Cc: John Daugherty, Chair of the Elderly & Disabled Transportation Advisory Committee
Jan Beutz, Chair of Santa Cruz Metropolitan Transit District
April Warnock, ParaCruz Supervisor
Naomi Gunther, Chair of the Metro Advisory Committee

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August 8, 2008



To whom it may Concern:

I have been using the service of Santa Cruz Co. Para Cruz Transit over the last seven years. I find it necessary to bring many unsatisfactory experiences to your attention, in the hope that your agency (s) can help to remedy these on going problems. I am not the only person who has experienced such issues, but listed below are some of the concerns I have experienced with Metro Para Cruz:

- Drivers not honoring the five minute wait time. Leaving me without transportation to a scheduled appointment.
- As a Para Cruz consumer I am contracted as a Non-ambulatory rider. Dispatch failed to send a non-ambulatory vehicle for pick up. Requiring me to wait outside in the evening for 1.5-2 hours. Getting me home at midnight.
- Para Cruz failure to show for scheduled appointment.
- Dispatch failed to send a vehicle for a scheduled pick up time to take me home. I was stranded for three days requiring the fire Dept. to assist in some of my care and a friend had to drive to Santa Cruz to pick up my medications.
Scheduling a ride with Para Cruz requires a 24 hour notice, which meant I had to wait until the next working business day before I could schedule my next pick up time.
- And the final straw was last week when I was told to wait for a person name Mark to supervise my boarding the vehicle. I waited for an hour and in that time two assistant's from the facility where I reside offered to assist me. I told them that we were

2-d.2

advised by Para Cruz to wait for Mark. The driver received a call from dispatch asking if I was on board. The driver's response was no, because she was told to wait for Mark. The driver was then instructed to leave because Mark was not coming. I was marked as a no show. I then had to use the service of a taxi which cost me \$50.00.

In order to clarify a documentation of scheduling, dispatch requires consumer to know the date, time, and person responsible for scheduling to oversee their records. Due to my disability I am not able to write down this information, as I should be able to rely on their accuracy.

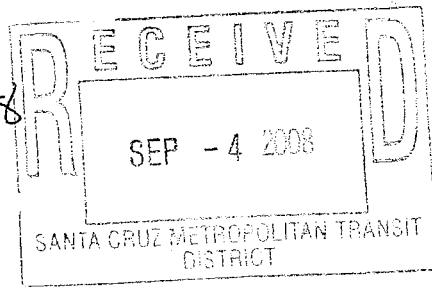
My frustration level has reached a point where I am asking for some help. It seems that using a Community Based Service for the disabled adds more frustration than I need. We disabled need a service that is cooperative, sensitive, reliable, and conducts themselves in a professional manner. It would be helpful if in the situation of Para Cruz the left hand knew what the right hand is doing.

Thank you for your help.

Kurtis Lemke

2-d.3

September 3, 2008



Dear Ms. Beantz,

Yesterday while riding a METRO bus (which was 15 minutes late) I noticed a flyer posted stating that METRO will not be providing service to the Country Fair. Today I used a trip planner tool on METRO's site to see how near to the fair I can get. It appears that it will take me 3 1/2 hours to get to the fair, including 30 mins. walking on a busy ~~road~~^{road} near the fair where there's no sidewalk.

I was going to bring a friend's kid to the fair, but that walk is not safe, and the return trip could be even worse. Plus the transfer times are not adequate, in view of

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how often the bus is late (usually).

In these times of high gas prices, more and more people rely on METRO, and yet I find METRO to be less and less reliable. Yesterday I tried to telephone, to find out if the bus ~~was~~ was coming or if I had already missed it (sometimes, perversely, it comes EARLY). METRO did not answer the phone and there was no voicemail. I tried three times.

I REALLY appreciate METRO's service, the hard work & kindness of drivers & other staff. But the bus service is not very reliable and I am afraid that I am getting tired of having to set out an hour or two early for any appointment lest the late bus ends up costing me for missing the appointment.

Please, do all you can to increase routes & runs. I can no longer get a bus to places METRO used to go.

Thank You,
Kuni Bach

2-e.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 13, 2008

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 13, 2008 at the District's Administrative Office located at 370 Encinal Street in Santa Cruz, California.

Vice Chair Bustichi called the meeting to order at 9:00 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Kirby Nicol
Mike Rotkin (arrived after roll call)
Dale Skillicorn
Pat Spence
Marcela Tavantzis

DIRECTORS ABSENT

Emily Reilly
Mark Stone
Ex-Officio Donna Blitzer

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Wally Brondstatter, Acting Paratransit Superintendent
Frank Cheng, MB Project Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Fixed Route Superintendent

Debbie Kinslow, Asst Finance Manager
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manger
April Warnock, Paratransit Superintendent
Les White, General Manager

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

Robert Chacanaca, SCCCE
Cesar Lara, MBCLC
Eduardo Montesino, UTU
Bonnie Morr, UTU

Steve Prince, UTU
Will Regan, VMU
Robert Yount, MAC

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Written:

a. Robert R. Smith

Re: ParaCruz Service

5-1.1

Director Spence asked whether April Warnock had taken care of the client. Les White pointed out that the client is really questioning why paratransit applicants must attend an assessment appointment instead of just having a doctor sign-off on the disability, or having the Eligibility Coordinator conduct home visits. Mr. White said there are occasions where group assessments are conducted on-site, and he is holding off responding to that question until it is decided that the item does not need to be revisited. Director Spence asked why the clients did not get a phone call. Ciro Aguirre explained that due to technical errors, the Eligibility Coordinator was unable to retrieve the applicant's voice mail in a timely manner, and then was unable to reach the applicant at the number provided. Chair Beautz asked if there would be a response to the applicant. April Warnock said that she had called the applicant and explained what had happened, and apologized for the delayed response. Ms. Warnock stated that the applicant questioned why the Eligibility Coordinator does not conduct in-home assessments, and decided that he did not want to use the service after all.

Director Rotkin suggested that an official apology be sent and said that he was not interested in revisiting the policy. Director Rotkin said that any doctor or nurse in the county would gladly sign-off on an eligibility form because there is no cost to them. Chair Beautz likened the situation to the issuance of handicapped placards. Director Rotkin said that was a good reason not to revisit the issue. Vice Chair Bustichi asked if the issue had been resolved with the applicant. Ciro Aguirre said that after the call with April Warnock, the applicant was not interested in paratransit and had found alternative service. Vice Chair Bustichi asked that a letter be sent to Mr. Smith. Director Rotkin suggested that the letter include an explanation of the eligibility assessment policy. Les White offered to send a letter on behalf of the Board.

b. E/D TAC

Re: METRO's Short Range Transit Plan

Les White said that the ED/TAC Committee wanted to know when the SRTP would be available for review, and that they wanted to be participants. Mr. White said that they would certainly be included.

Oral:

None.

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr, UTU Local 23, said that the Senior's Dinner was a great success and she was thankful for the use of a bus, and she acknowledged the attendance of Directors Reilly, Hagen, and Beautz. Ms. Morr reminded the Board that there were 17 days left on the contract and said that the process was moving extremely slow. Ms. Morr said there are some concerns over the way it is moving, because UTU would like to see a settlement reached before the expiration of the contract. Ms. Morr said that she had a few successful meetings with the membership, and that she wanted to make sure that they understand exactly where they are – they still feel they are in the beginning stages even though they know that they do not have a lot of time left. Ms. Morr said that it was expressed once in the beginning of the negotiations that there would need to be an agreement by the last Board Meeting on the 27th – three days prior to the actual expiration of the contract.

5-1.2

Bonnie Morr said that they need to know that the Board is going to be willing to help encourage the process along...a little bit better than where they are. Ms. Morr also said that they are grateful for the movement that the District has made in areas - they plunked a 15% increase on low-entry wages, and then in turn they plunked a 1% increase on the rest of the earnings, and she said they found that rude and a little bit disrespectful, because people who have been working and putting their energy in need to be respected for the work that they do. Ms. Morr said they'd like to see some sort of fair and equitable wage increase, and stated that the membership is expecting to be able to get 95% on the medical, and they have been paying more than anyone else here, and the current proposal from the District, at the time that the increase on medical costs will go in, and the increase that the District has come up with, which is a little more than 2%, they end up basically paying the same amount or possibly a little bit more, depending on the increase PERS will put on the medical benefits. Ms. Morr said that PERS was a given for every other unit except for UTU, and there has been no movement shown. Ms. Morr said that those are the issues they have been dealing with for three years, and that she has to be able to bring this package back to the membership and they need to be able to ratify it, and there are certain areas that are extremely important to that membership and they deserve to have those adjustments.

Bonnie Morr stated that they have been paying more than anyone - whether they're in SEIU or in Management. Ms. Morr said that it costs them more to do their jobs, so they do not see the return in wages, and what they have gotten so far is unacceptable, and that there needs to be tremendous movement. Ms. Morr said that they were hearing what was being said about issues like working conditions and that she was hoping to start additional dialogue and take care of some of those issues, but the Board needs to know that there are not a lot of days left, and she has a group of people out there that are paying very close attention. Ms. Morr said she had tried keeping everything as quiet as possible, within reason, so folks understand that there are not a lot of days left until the next Board meeting and they want to close by then, but the District had to come towards them. Ms. Morr said that they deserve a fair and equitable contract as everybody else has received from the District. Ms. Morr said that they have been struggling for a long time and they are back again in the same place, and they needed the Board's support.

Cesar Lara, Executive Director of the Monterey Bay Central Labor Council, said that they were concerned that there was less than two weeks remaining before the contract expired, and that last time 20-25 thousand people were left without bus service, and they are concerned about the impact on the community. Robert Chacanaca, President of the Santa Cruz Council of Classified Employees, expressed his concern for the safety and summer economic opportunities of the school students who would be affected by a drivers strike. Mr. Chacanaca said that the loss of bus service would force more teens to ride bikes, and that there had already been three fatal cycling deaths in Santa Cruz County.

Chair Beautz said that everyone wanted to settle, and said it was fair to note that during May the Union was only available 3 days for bargaining, but now everyone must make a commitment to the bargaining schedule. Bonnie Morr said that there were also days when the District negotiating team was unavailable, and that the Union is willing and available to meet. Vice Chair Bustichi said it was important to understand that the District negotiators have staff duties to perform, so their time is a little limited, and he said that it really comes down to three principal issues: medical, PERS, and wages. Vice Chair Bustichi said he hoped to get down to the fundamental issues and not talk about the other things so they can go away. Ms. Morr said they are focusing on the

5-1.3

issues and she agreed that negotiations are not for the public, that the Union really wanted to see some movement from the District because it is not currently working. Chair Beautz asked Ms. Morr if she was saying that they are available every day in June. Ms. Morr said absolutely that they are. Les White pointed out that movement in negotiations should always come from both sides. Mr. White asked that both Mr. Lara and Mr. Chacanaca consider writing a letter to our delegation in Sacramento because the legislature has taken away billions from transit statewide over the last two years, equating to a \$3.5 million loss to METRO per year, which really limits METRO's ability to respond to the issues they have raised. Mr. White added that METRO considers them partners in trying to get those resources in so that METRO can share those resources out. Cesar Lara said that he planned to meet with John Laird and Anna Caballero.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None at this time.

CONSENT AGENDA

5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MAY 2008

No questions or comments.

5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2008

No questions or comments.

5-3. CONSIDERATION OF TORT CLAIMS: NONE

No questions or comments.

5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 18, 2008 AND MINUTES OF APRIL 16, 2008

Director Spence said she was under the impression that bikes were allowed inside the bus at Scotts Valley. Les White said that she was correct, and it was possible that the policy has not been enforced, but the Board policy states that bikes may only come in at Scotts Valley. Ciro Aguirre said that there was a lapse in enforcement, but the policy has been clarified so that bicycles may not be brought inside the bus at MetroCenter, and a clear explanation now appears in the Headways. Director Spence asked if the item would come back before the Board in August in order to implement the change in September. Mr. White said that since the MAC recommended full prohibition of full-sized bicycles in the Highway 17 Express, the item will come back before the Board.

5-1.4

5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2008

Director Tavantzis commented that the status report for Paracruz was great, having improved over the previous year.

5-6. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT

No questions or comments.

5-7. CONSIDERATION OF ADOPTING THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S AMENDED RECORDS RETENTION SCHEDULE

Director Spence asked where all the personnel files were kept, and asked if ParaCruz kept its own files onsite. Director Spence said it was difficult to locate the files on the records list, and she asked if the personnel files could be labeled to read the same. Robyn Slater said that all personnel files are kept at the Encinal office, and that ParaCruz noted their files under their area, but all official files are kept with Human Resources. Director Spence said that she could not tell whether files were paper or electronic and said that a three-year retention period for paratransit re-certifications seems inadequate. Director Spence suggested that a file be added for new applications. Director Spence asked what an alpha list was. Wally Brondstatter said that it was a master roster of all daily ParaCruz transactions.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:

This presentation will take place at the June 27, 2008 Board Meeting.

7. CONSIDERATION OF RESOLUTION APPROVING FY 09 & FY 10 FINAL BUDGET

Summary:

Angela Aitken went over the changes to the FY09-FY10 METRO budget since May and asked for questions. Director Rotkin asked if funds had been shifted out of reserves. Ms. Aitken said that \$2.593 million in funds were shifted from reserves to cover additional costs. Les White said that it will be known by March 2009 what the 2010 numbers will look like, and the numbers will be reconciled at that time. Director Rotkin requested information on inflation and the history of METRO fare hikes. Mr. White said that one of the questions the Board has struggled with is whether a CPI mechanism should be put into the fare structure, as is done with UCSC and Cabrillo College contracts and the JPA agreement. Mr. White said that the only thing missing in the arrangement is that the fare ordinance has no CPI component, and that it would have to be decided whether to increase fares dramatically when the need arises, or slowly and incrementally over a period of time in pace with inflation.

Director Tavantzis said that the current financial situation emphasizes that an effort must be made to encourage local shopping, and she suggested that a "Shop Local" campaign would be

5-1.5

beneficial to every jurisdiction in the County, especially if there are empty ad spots on buses. Director Tavantzis said that perhaps the Board could discuss the matter. Chair Beautz asked if there was anything in the Legislature about Internet taxes. Mr. White briefly described what the Legislature is trying to do in the scope of taxing services, Internet sales, attorney services and accounting services. Mr. White said that the Governor's office has not been helpful because of their focus on the Lottery as a primary source of funding. Director Stone pointed out that the California economy used to be 80% goods transactions and 20% service transactions and now it is about 50-50, so the State and local governments lose money from lost sales taxes.

Les White stated that none of the legislators within METRO's jurisdiction have signed the no-tax pledge, and he said that there are a lot of revenue ideas out there, and that people on both sides of the aisle want to find a long-term fix that includes tax measures and some spending structure measures, including no more re-appropriations from other funds to balance the budget. Vice Chair Bustichi asked Ms. Aitken to clarify that the figure on page 7.3 was .3 percent. Ms. Aitken affirmed that it was supposed to be .3 percent.

8. **CONSIDERATION OF METRO'S STAFF RESPONSE TO FINAL REPORT OF ADA/504 REVIEW OF METRO'S PROGRAMS, ACTIVITIES AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES**

Summary:

Les White reminded the Board that Pat Piras was contracted to conduct an assessment of the accessibility of METRO facilities, programs, activities and services. Mr. White said that the report came to the Board in February of 2008, and staff needed to begin to put together a program of how METRO responds to the different recommendations that are in the report. Mr. White said that there are some things that need to be re-examined, and that the report is basically an item-by-item action plan, and that another evaluation of services will be in four years.

Director Spence asked if Watsonville Transit Center (WTC) was the only facility with issues. Les White said that WTC was not the only one, and there were some issues at METRO Center, including the floor mats, and visibility at Metro Market. Director Spence clarified that she was speaking of tables and shrubs and planters that were in the way. Mr. White affirmed that WTC was the only facility with those issues, and that there are plans to inspect the area—the vendors were setting out tables, making it difficult for wheelchair-bound riders to traverse the area, and some guidelines are to be developed for the vendors to alleviate the problem.

Director Tavantzis asked if removing the floor mats had created a new hazard. Tom Stickel said that new recessed mats are to be installed. Bonnie Morr said that the removal of the mats has created a hazard at the OPS building. Mr. White said that the floor mats at OPS would be replaced. Chair Beautz said that it should be corrected wherever it is an issue. Directors Tavantzis recommended rubber strips, which Vice Chair Bustichi said are available in three-foot sections.

9. **CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF WALLY BRONDSTATTER AS ACTING PARATRANSIT ADMINISTRATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

This presentation will take place at the June 27, 2008 Board Meeting.

10. **CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF ALBERTO C. BARRAGAN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

This presentation will take place at the June 27, 2008 Board Meeting.

11. **CONSIDERATION OF AN INCREASE IN RATES FOR ADVERTISING ON METRO BUSES**

Summary:

Mark Dorfman said that there had not been an increase in advertising rates since 2006, and Monterey Salinas Transit (MST) recently increased their ad rates without any slowdown. Mr. Dorfman proposed that METRO match the MST rates, because METRO only sells King ads to national advertisers and as the economy started to slow down, virtually all national advertisers backed out. Mr. Dorfman said the idea is to increase the rates now, with no expectation of much revenue until the economy improves, and leave METRO positioned for increased revenue when the economy does improve. Mr. Dorfman said that all Tail ads are full, and that there is a waiting list for them, while Queen ads did better than in the previous year. Mr. Dorfman said the budget number has been trimmed back due the anticipated loss in outside business, and that the recommended increases are more for future revenue. Mr. Dorfman said that in order to place Shop Local ads, he would ask District Counsel to research METRO policy, and that it might require a policy change. Chair Beautz asked who would handle ads once Mr. Dorfman is retired. Les White said that is currently under discussion.

12. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE GOOGLE TRANSIT AGREEMENT WITH GOOGLE IN ORDER FOR SANTA CRUZ METRO TO PARTICIPATE IN THE GOOGLE TRIP PLANNING PROGRAM**

Summary:

Mark Dorfman requested authorization to sign the electronic agreement with Google in order to participate in Google trip planning. Mr. Dorfman said that METRO had been participating in a beta version online for the past four months, with a lot of feedback from the public requesting this service. Mr. Dorfman acknowledged that there are some problems, but he said that once the agreement is entered, the service would go live with a disclaimer that it is a beta project and requests feedback. Mr. Dorfman offered to demonstrate how the system works after it is active, and described what the program will do. Director Spence asked if Google Transit would replace 511.org. Mr. Dorfman said that it is different from 511.org. Vice Chair Bustichi said any opportunity to get the word out about transit is good. Bonnie Morr described how she used transit to get to a baseball game.

5-1.7

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Authorize the General Manager to execute the Google Transit Agreement with Google in order for Santa Cruz Metro to participate in the Google Trip Planning Program.

Motion passed unanimously, with Directors Reilly and Stone being absent.

13. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION:

Les White reported that the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, Fixed Route and conduct a Public Employee Performance Evaluation of the General Manager.

14. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr said other dynamics come into play, and that she is trying to keep everybody in line. Ms. Morr said there were a lot of antsy people and that they were not playing games. Ms. Morr said that the Board needed to protect the bus operators.

SECTION II: CLOSED SESSION

Vice Chair Bustichi adjourned to Closed Session at 10:01 a.m. and reconvened to Open Session at 12:10 p.m.

SECTION III: RECONVENE TO OPEN SESSION

15. REPORT OF CLOSED SESSION

Les White reported that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Vice Chair Bustichi adjourned the meeting at 12:11 p.m.

Respectfully submitted,

ANTHONY TAPIZ
Administrative Assistant

5-1.8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

June 19, 2008

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Thursday, June 19, 2008 at the Santa Cruz County Regional Transportation Commission, 1523 Pacific Avenue, Santa Cruz, CA.

Chair Beautz called the meeting to order at 12:02 p.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Emily Reilly
Mike Rotkin
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Kirby Nicol
Dale Skillicorn
Ex Officio Donna Blitzer

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Fixed Route Superintendent

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

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

Bonnie Morr, UTU

2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

3. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr, UTU, thanked the Board for holding this Special Meeting because time is of the essence. Ms. Morr reported that UTU had received the latest proposal from METRO and has submitted a counter proposal. UTU feels it has made a lot of movement including backing off from most articles except wages, parity issues and protective language.

5-1.9

Ms. Morr said UTU was appreciative of the District's medical proposal but UTU wants parity with the retirement as well. Ms. Morr urged the Board to find the funding for fair and equitable wage increases because the operators can handle the working conditions if the pay is better.

SECTION II: CLOSED SESSION

Chair Beautz adjourned to Closed Session at 12:14 p.m. and reconvened to Open Session at 1:25 p.m.

SECTION III: RECONVENE TO OPEN SESSION

4. REPORT OF CLOSED SESSION IF ANY

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

ADJOURN

There being no further business, Chair Beautz adjourned the meeting at 1:27 p.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

5-1.10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

June 25, 2008

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Wednesday, June 25, 2008 the District's Administrative Office located at 370 Encinal Street in Santa Cruz, California.

Chair Beautz called the meeting to order at 10:04 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Emily Reilly
Mike Rotkin
Pat Spence
Mark Stone (arrived after roll call)
Marcela Tavantzis

DIRECTORS ABSENT

Kirby Nicol
Dale Skillicorn
Ex Officio Donna Blitzler

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Fixed Route Superintendent

Margaret Gallagher, District Counsel
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
April Warnock, Paratransit Superintendent

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

Bonnie Morr, UTU
Eduardo Montesino, UTU

Steve Prince, UTU
James Taylor, UTU

2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

3. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr, UTU, thanked the Board for holding this Special Meeting and thanked METRO's negotiating team for the wage calculator.

5-1.11

DIRECTOR STONE ARRIVED

Ms. Morr said UTU was appreciative of the District's movement on the medical and retirement so far, but UTU wants parity. Ms. Morr said that wages are still being negotiated and urged the Board to find the funding for reasonable and significant wage increases for the bus operators who have not had a fair raise in three years.

Steve Prince, UTU, stated that he is approaching twenty-nine years of employment at METRO, which he is thankful for, and he wants the longevity bonus that SEIU has and a significant wage increase. Mr. Prince stated that UTU is almost always the "sacrificial lamb" that always gives up and then a year later, SEIU gets a decent raise and now it is UTU's turn to get the wages it deserves.

Eduardo Montesino, UTU, stated that UTU wants to be treated fairly and he used the color of the paper towels at Administration, white, and at Operations, brown, as an example of the disparity that Fixed Route operators feel they always get.

SECTION II: CLOSED SESSION

Chair Beautz adjourned to Closed Session at 10:15 a.m. and reconvened to Open Session at 11:20 a.m.

SECTION III: RECONVENE TO OPEN SESSION

4. REPORT OF CLOSED SESSION IF ANY

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

ADJOURN

There being no further business, Chair Beautz adjourned the meeting at 11:21 a.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

5-1.12

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 27, 2008

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 27, 2008 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, California.

Chair Beautz called the meeting to order at 9:05 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

Ex-Officio Donna Blitzer

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Wally Brondstatter, Acting Paratransit Superintendent
Frank Cheng, MB Project Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Fixed Route Superintendent

Shona Harper, Asst Paratransit Superintendent
Debbie Kinslow, Asst Finance Manager
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manger
April Warnock, Paratransit Superintendent
Les White, General Manager

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

Bev Edwards, Bus Operator
Bill DeVivo, Bus Operator
Ed Kozlowski, Harris & Associates
Cesar Lara, MBCLC

William Little, Harris & Associates
Bonnie Morr, UTU
Tegan Speiser, SCCRTC
Amy Weiss, Spanish Interpreter

VICE CHAIR BUSTICHI ARRIVED

5-1.13

2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS

Written:

- | | | | |
|----|-------------------------------------|-----|-----------------------------------|
| a. | Robert R. Smith | Re: | ParaCruz Service |
| b. | E/D TAC | Re: | METRO's Short Range Transit Plan |
| c. | Special Parents Information Network | Re: | Disability Service Provider Award |

Oral:

Director Spence said she liked the new METRO Advisory Committee (MAC) brochures and also commended the Operations Department for their efforts in the response to the Trabing fire.

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 MAY 2008
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2008
- 5-3. CONSIDERATION OF TORT CLAIMS: NONE
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 18, 2008 AND MINUTES OF APRIL 16, 2008
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2008
- 5-6. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-7. DELETED
- 5-8. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FOR APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MAY 2008 MEETING(S)
- 5-9. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 09
- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH VISION SERVICE PLAN FOR EMPLOYEE VISION CARE INSURANCE
- 5-11. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR FEBRUARY 2008
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ALLIANT INSURANCE SERVICES FOR INSURANCE BROKER SERVICES AND CONTINUING PARTICIPATION IN THE CALIFORNIA PUBLIC ENTITY INSURANCE AUTHORITY JOINT POWERS AGREEMENT IN ORDER TO ACCESS EXCESS WORKERS' COMPENSATION INSURANCE WITH CSAC

5-1.14

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Approve the Consent Agenda

Motion passed unanimously with all Directors present.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:

The following employees were presented with longevity awards for their years of service:

THIRTY YEARS

Lucere Whitney, Bus Operator

7. CONSIDERATION OF RESOLUTION APPROVING REVISED FY 09 & FY 10 FINAL BUDGET

Summary:

Angela Aitken went over the changes to the FY09-FY10 METRO budget since May and reported that funds had now been added for the ParaCruz dialysis trips as well as funding for the three additional Fixed Route Bus Operator positions.

Ms. Aitken outlined the major Operating Revenue and Expense assumptions and proposed balancing actions

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Adopt Resolution approving the Final Budget for FY 09 and FY 10 as presented by Staff in Attachment B; Authorize staffing levels as listed in Attachment C; Authorize Capital Budget in FY 09 as described in Attachment D; Authorize Board Member Travel in FY 09 as described in Attachment E; Approve the Employee Incentive Program as presented in Attachment F; Authorize Schedule of Reserve Balances as described in Attachment G; and Authorize the Special Shuttle billing rate for FY 09 at \$83.00 per hour as listed in Attachment H

Discussion:

Les White and the Board commended Angela Aitken and the Finance Department staff for their hard work in developing this two-year budget with no service cuts.

Motion passed unanimously with all Directors present.

5-1.15

8. CONSIDERATION OF METRO'S STAFF RESPONSE TO FINAL REPORT OF ADA/504 REVIEW OF METRO'S PROGRAMS, ACTIVITIES AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES

Summary:

Les White reported that Pat Piras Consulting was contracted to conduct an evaluation of the accessibility of METRO facilities, programs, activities and services. Mr. White said that the final report included recommended modifications to enhance accessibility which was presented to the Board in February of 2008. Attachment "C" of this report outlines how METRO staff has either already responded or intends to respond to each recommendation.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Adopt METRO's responses to the recommendations made in the Pat Piras Consulting report and the proposed transition plan for implementation of the recommended actions

Motion passed unanimously with all Directors present.

9. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF WALLY BRONDSTATTER AS ACTING PARATRANSIT ADMINISTRATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Chair Beautz presented Wally Brondstatter with a plaque and thanked Mr. Brondstatter for his years of service. Mr. Brondstatter accepted the plaque and thanked METRO for his years of employment, praised the ParaCruz Department personnel and also urged the Board to bring the wages of the ParaCruz Department up to the level of METRO's other departments.

In recognition of both retirees on today's Agenda, Chair Beautz invited all attendees to participate in the refreshments and took a brief Recess at 9:36 a.m. and reconvened to Open Session at 9:46 a.m.

DIRECTOR SKILLICORN LEFT THE MEETING

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR HINKLE

Adopt Resolution of Appreciation for the services of Wally Brondstatter as Acting Paratransit Administrator for the Santa Cruz Metropolitan Transit District

Motion passed unanimously with Director Skillicorn being absent.

10. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF ALBERTO C. BARRAGAN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Chair Beautz read the Resolution of Appreciation for Alberto C. Barragan and Bonnie Morr accepted the plaque in his absence.

5-1.16

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BUSTICHI

Adopt Resolution of Appreciation for the services of Alberto C. Barragan as Bus Operator for the Santa Cruz Metropolitan Transit District

Motion passed unanimously with Director Skillicorn being absent.

11. CONSIDERATION OF AN INCREASE IN RATES FOR ADVERTISING ON METRO BUSES

Summary:

Mark Dorfman said that there had not been an increase in advertising rates since July 2006, and Monterey Salinas Transit (MST) recently increased their ad rates to bring them more in line with other transit agencies. Staff recommends that METRO increase the rates of the King ads to match the MST rates, and to increase the Tail and Queen ads by 5% with the new rates effective July 31, 2008.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR BUSTICHI

Approve the Bus Advertising Rates as presented in Attachment "B"

Motion passed unanimously with Director Skillicorn being absent.

12. CONSIDERATION OF APPROVING OFFER FROM NEW FLYER OF AMERICA FOR LIQUIDATED DAMAGES DUE TO A DELAY IN DELIVERY IN THE CONTRACT WITH NEW FLYER OF AMERICA FOR THE PURCHASE OF FIVE 40 FOOT COMPRESSED NATURAL GAS BUSES FOR HIGHWAY 17 AND EIGHT 40 FOOT COMPRESSED NATURAL GAS BUSES FOR LOCAL ROUTE SERVICE

Summary:

Mark Dorfman reported that New Flyer was unable to deliver to METRO the 13 new 40-foot CNG buses by the contractual delivery date of May 1, 2008. New Flyer is requesting a time extension with the new estimated delivery dates of October 3rd for the 8 local route buses and October 24th for the 5 Highway 17 buses.

Based upon the new delivery dates, the liquidated damages due to METRO will total \$171,7000 which is \$100 per day per bus for each day the buses are late. New Flyer will immediately issue a parts credit to METRO in this amount upon acceptance of the revised delivery dates. This credit will be helpful in saving money in this year's budget.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Approve the offer from New Flyer of America for liquidated damages due to delay in the delivery of buses

5-1.17

Motion passed unanimously with Director Skillicorn being absent.

13. CONSIDERATION OF AUTHORIZATION TO TRANSFER SLOW-FILL CNG EQUIPMENT TO THE MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT

Summary:

Mark Dorfman reported that METRO's slow fill CNG station was funded by grants from the Monterey Bay Unified Air Pollution Control District (Air District) and the California Energy Commission. In February 2008, METRO retired this fueling facility when the new LNG/CNG facility became operational.

A grant condition required that the asset be transferred to another public entity in the Air District when it was no longer needed. Both the Air District and the California Energy Commission approved the transfer of the equipment to the Monterey Peninsula Unified School District.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Approve the transfer of the slow-fill CNG equipment to the Monterey Peninsula Unified School District

Motion passed unanimously with Director Skillicorn being absent.

14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT-TO-EXCEED \$602,640 FROM RNL DESIGN, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL & ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATING TO OPERATIONS BUILDING RE-PACKAGE, RE-BID & CONSTRUCTION SERVICES FOR THE METROBASE PROJECT

Summary:

Frank Cheng reported that this change order is for the re-package, re-bid, and construction services for the Operation Building. The re-package will take three months, the re-bidding process will take approximately one month, and the construction is estimated to take twenty-two months.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BUSTICHI

Authorize the General Manager to execute a contract amendment for a change order in the amount of not-to-exceed \$602,640 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to Operations Building Re-Package, Re-Bid & Construction Services for the MetroBase Project

Motion passed unanimously with Director Skillicorn being absent.

5-1.18

15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT-TO-EXCEED \$1,401,713 FROM HARRIS & ASSOCIATES TO PROVIDE ADDITIONAL FUNDS TO THE CONSTRUCTION MANAGEMENT CONTRACT TO ACCOMMODATE COSTS RELATING TO OPERATIONS BUILDING SERVICES DURING BIDDING AND CONSTRUCTION, AND SPECIALTY INSPECTION SERVICES FOR THE METROBASE PROJECT

Summary:

Frank Cheng reported that this change order is for the Construction Management Services for the Operation Building. The construction period is estimated to take twenty-two months.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Authorize the General Manager to execute a contract amendment for a change order in the amount of not-to-exceed \$1,401,713 from Harris & Associates to provide additional funds to the Construction Management Contract to accommodate costs relating to Operations Building Services during bidding and construction, and specialty inspection services for the MetroBase Project

Motion passed unanimously with Director Skillicorn being absent.

16. CONSIDERATION OF CHANGES REQUIRED AS A RESULT OF THE ISSUANCE OF THE FEDERAL TRANSIT ADMINISTRATION CHARTER SERVICE RULE

Summary:

Mark Dorfman reported that the Federal Transit Administration (FTA) issued a new regulation on Charter Service that went into effect on May 1, 2008. Many of the special shuttles that METRO has provided in the past would now be considered as charter service because they are considered irregular or an event of limited duration with a third party subsidizing or paying for the service. The only way these services could continue to operate is if METRO paid the full cost of operating them, which is contrary to District policy.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BUSTICHI

METRO will not operate any service that can now be classified as Charter Service under the definitions contained in the Federal Transit Administration Charter Service Rule. Authorize staff to inform agencies for whom it will no longer be able to provide this service

Motion passed unanimously with Director Skillicorn being absent.

5-1.19

17. **ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR JULY 25, 2008 – SCOTTS VALLEY CITY COUNCIL CHAMBERS, ONE CIVIC CENTER DRIVE, SCOTTS VALLEY**

Chair Beautz announce that the July 25, 2008 Board Meeting would be held at the Scotts Valley City Council Chambers, One Civic Center Drive, Scotts Valley, CA

18. **REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION:**

Les White reported that the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, Fixed Route and recommended that Item #2 be continued to July 11th in order to focus all attention on Item #1.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Continue Closed Session Item #2 to July 11, 2008

Motion passed unanimously with Director Skillicorn being absent.

19. **ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION**

Bonnie Morr distributed a document which is attached to the file copy of these minutes. Ms. Morr said the document calculates the minimal cost differences between the District's and UTU's most recent proposals. Ms. Morr said that UTU is opposed to the District proposal of increasing the 1st and 2nd salary steps by 15%.

Ms. Morr requested that the Board schedule a Special Meeting on either June 30th or July 1st and thanked the Board for the parity on medical insurance and retirement and said that the biggest negotiation issue now is wages. She reported that she had been working with Les White on clarifying other non-monetary issues.

SECTION II: CLOSED SESSION

Chair Beautz adjourned to Closed Session at 10:45 a.m. and reconvened to Open Session at 11:36 a.m.

SECTION III: RECONVENE TO OPEN SESSION

20. **REPORT OF CLOSED SESSION**

Chair Beautz reported that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Chair Beautz adjourned the meeting at 11:36 a.m.

5-1.20

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

DRAFT

5-1.21

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Open Session Minutes- Board of Directors

June 29, 2008

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Sunday, June 29, 2008 the District's Administrative Office located at 370 Encinal Street in Santa Cruz, California.

Chair Beautz called the meeting to order at 6:02 p.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz
Dene Bustichi
Donald Hagen
Michelle Hinkle
Emily Reilly
Mike Rotkin
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Kirby Nicol
Dale Skillicorn
Ex Officio Donna Blitzler

STAFF PRESENT

Ciro Aguirre, Operations Manager
Angela Aitken, Finance Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Fixed Route Superintendent

Debbie Kinslow, Asst Finance Manager
Robyn Slater, Human Resources Manager
Les White, General Manager

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

Shanna McChord, *Sentinel*
Bonnie Morr, UTU

Eduardo Montesino, UTU
Steve Prince, UTU

2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Les White reported the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, Fixed Route.

3. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

5-1.22

SECTION II: CLOSED SESSION

Chair Beautz adjourned to Closed Session at 6:03 p.m. and reconvened to Open Session at 6:25 p.m.

SECTION III: RECONVENE TO OPEN SESSION

4. REPORT OF CLOSED SESSION IF ANY

Chair Beautz reported that the Board took no reportable action in Closed Session.

5. CONSIDERATION OF FORMAL RATIFICATION OF LABOR AGREEMENT WITH THE UNITED TRANSPORTATION UNION, LOCAL 23, FIXED ROUTE FOR THE PERIOD OF JULY 1, 2008 THROUGH JUNE 30, 2011

Summary:

Robyn Slater reported that staff recommends that the Board of Directors approve UTU's last June 27, 2008 packaged proposal for a three-year agreement between the United Transportation Union, Local 23 covering Fixed Route Operators and the Santa Cruz Metropolitan Transit District if the June 27, 2008 packaged proposal is ratified by UTU membership by 6:00 p.m. on July 1, 2008. Staff further recommends that Articles not included in the packaged proposal with language changes that METRO and UTU have reach tentative agreement on prior to June 27, 2008 be included in the new three-year Labor Agreement with all other Articles reverting to current contract language.

Ms. Slater explained that UTU will inform their members on Monday and voting will take place on Tuesday between 6:00 a.m. and 6:00 p.m.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR ROTKIN

Approve UTU's last June 27, 2008 packaged proposal for a three-year agreement between the United Transportation Union, Local 23 covering Fixed Route Operators and the Santa Cruz Metropolitan Transit District if the June 27, 2008 packaged proposal is ratified by UTU membership by 6:00 p.m. On July 1, 2008. Articles not included in the packaged proposal with language changes that METRO and UTU have reach tentative agreement on prior to June 27, 2008 be included in the new three-year labor agreement with all other articles reverting to current contract language

Motion passed unanimously with Directors Nicol and Skillicorn being absent.

ADJOURN

There being no further business, Chair Beautz adjourned the meeting at 6:29 p.m.

5-1.23

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

DRAFT

5-1.24

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29866	08/01/08	105.44	854	AMERICAN SEATING COMPANY		21285	REV VEH PARTS	105.44	
29867	08/01/08	25.05	E438	AVILES, PATRICIA		21381	7/18 EMP TRAVEL	25.05	
29868	08/01/08	131.21	002689	B & B SMALL ENGINE		20971	REPAIRS/MAINTENANCE	131.21	
29869	08/01/08	100.00	B003	BEAUTZ, JAN	7	21372	JULY BOARD MTGS	100.00	
29870	08/01/08	225.00	478	BEE CLENE	0	21192	CARPET/PACIFIC	225.00	
29871	08/01/08	385.00	011	BEWLEYS CLEANING	7	21135	JANITORIALSVCS/WTC	385.00	
29872	08/01/08	200.00	E219	BOOTON, MICHAEL		21463	8/11-8/15 EMP TRAIN.	200.00	
29873	08/01/08	328.55	002189	BUS & EQUIPMENT		21205	REV VEH PARTS	328.55	
29874	08/01/08	100.00	B018	BUSTICHI, DENE	7	21373	JULY BOARD MTGS	100.00	
29875	08/01/08	20.00	014	CABRILLO COLLEGE		21356	FINGERPRINTING	20.00	
29876	08/01/08	113.27	739	CENTURY CHEVROLET		21118	REV VEH PARTS	113.27	
29877	08/01/08	1,211.10	001346	CITY OF SANTA CRUZ		21150	PARKING DEF FEES	637.50	
						21151	PARKING DEF FEES	573.60	
29878	08/01/08	50.70	667	CITY OF SCOTTS VALLEY		21382	5/15-7/15 KINGS VLG	50.70	
29879	08/01/08	2,055.65	130	CITY OF WATSONVILLE UTILITIES		21342	CONTAINER/RODRIGUEZ	1,403.08	
						21343	5/2-7/2 RODRIGUEZ	91.96	
						21344	5/2-7/2 RODRIGUEZ	494.97	
						21345	5/2-7/2 RODRIGUEZ	65.64	
29880	08/01/08	100.00	B014	CITY OF WATSONVILLE		21380	JULY BOARD MTGS	100.00	
29881	08/01/08	4,600.94	909	CLASSIC GRAPHICS		21348	OUT RPR REV VEH	4,600.94	
29882	08/01/08	28,635.41	001124	CLEAN ENERGY		21249	LNG/FLT	28,635.41	
29883	08/01/08	85.38	075	COAST PAPER & SUPPLY INC.		21031	CLEANING SUPPLIES	49.09	
						21032	CLEANING SUPPLIES	36.29	
29884	08/01/08	270.15	002063	COSTCO		21257	OFFICE SUPPLY/OPS	83.84	
						21261	PHOTO SUPPLY/OPS	2.86	
						21262	PHOTO SUPPLY/OPS	2.99	
						21263	PHOTO SUPPLY/OPS	14.96	
						21264	PHOTO PROCESS/OPS	5.61	
						21265	PHOTO PROCESS/OPS	5.71	
						21266	LOCAL MEETING EXP	54.18	
						21302	ANNUAL RENEWAL	100.00	
29885	08/01/08	515.97	504	CUMMINS WEST, INC.		21250	REV VEH PARTS	515.97	
29886	08/01/08	238.75	798	D&D COMPRESSOR, INC		21346	SERVICE CALL/GOLF	238.75	
29887	08/01/08	1,355.33	001000	DAIMLER BUSES N. AMERICA INC.		21251	REV VEH PARTS	1,355.33	
29888	08/01/08	5,763.42	085	DIXON & SON TIRE, INC.		21218	TIRES & TUBES	676.42	
						21400	TIRES & TUBES	422.10	
						21401	TIRES & TUBES	1,691.57	
						21402	TIRES & TUBES	33.00	
						21403	TIRES & TUBES	2,530.27	
						21404	TIRES & TUBES	92.35	
						21405	TIRES & TUBES	317.71	
29889	08/01/08	180.85	282	GRAINGER		21307	CLEANING SUPPLIES	180.85	
29890	08/01/08	100.00	B021	HAGEN, DONALD N.	7	21374	JULY BOARD MTGS	100.00	
29891	08/01/08	73,698.45	001035	HARRIS & ASSOCIATES		21457	PROF SVCS THRU 6/30	73,698.45	
29892	08/01/08	50.00	B006	HINKLE, MICHELLE	7	21375	JULY BOARD MTGS	50.00	
29893	08/01/08	132.00	T159	HINN, CHARLOTTE		21459	44 UNUSED PT COUPONS	132.00	
29894	08/01/08	307.45	166	HOSE SHOP, THE		21332	REV VEH PARTS	43.83	
						21333	PARTS & SUPPLIES	259.87	
						21334	PARTS & SUPPLIES	3.75	
29895	08/01/08	232.96	215	IKON OFFICE SOLUTIONS		21458	6/19-7/18 MAINT/ADM	232.96	

5-2.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29896	08/01/08	2.81	1117	KELLEY'S SERVICE INC.		21148	REV VEH PARTS	2.81	
29897	08/01/08	4.99	074	KENVILLE LOCKSMITHS	7	20972	REPAIRS/MAINTENANCE	4.99	
29898	08/01/08	1,489.07	039	KINKO'S INC.		21354	PRINTING/MTC	326.37	
						21355	PRINTING/MTC	1,162.70	
29899	08/01/08	220.00	002240	KLEEN-RITE	7	21308	WASH RACK RPR	220.00	
29900	08/01/08	893.56	852	LAW OFFICES OF MARIE F. SANG	7	21142	WORKERS COMP CLAIM	255.00	
						21143	WORKERS COMP CLAIM	638.56	
29901	08/01/08	375.37	107A	LUMBERMENS		21153	REPAIRS/MAINTENANCE	50.54	
						21223	CLEANING SUPPLIES	56.73	
						21224	CLEANING SUPPLY/PART	324.83	
						21225	CREDIT MEMO	-56.73	
29902	08/01/08	463.52	001358	MARINA MOTOR COMPANY		21117	OUT RPR # 307	463.52	
29903	08/01/08	668.41	041	MISSION UNIFORM		21046	UNIF/LAUNDRY/FLT	307.50	
						21047	UNIF/LAUNDRY/FLT	127.26	
						21048	UNIF/LAUNDRY/FLT	50.60	
						21049	UNIF/LAUNDRY/FLT	43.26	
						21050	UNIF/LAUNDRY/FAC	67.89	
						21385	UNIF/LAUNDRY/FAC	71.90	
29904	08/01/08	3.91	001711	MOHAWK MFG. & SUPPLY CO.		21353	REV VEH PARTS	3.91	
29905	08/01/08	1,675.50	001063	NEW FLYER INDUSTRIES LIMITED		21281	REV VEH PARTS	108.50	
						21311	REV VEH PARTS	293.70	
						21312	REV VEH PARTS	628.16	
						21313	REV VEH PARTS	397.26	
						21384	REV VEH PARTS	247.88	
29906	08/01/08	2,183.71	001627	NEW PIG CORPORATION		21448	REPAIRS/MAINTENANCE	2,183.71	
29907	08/01/08	50.00	B020	NICOL, KIRBY	7	21376	JULY BOARD MTGS	50.00	
29908	08/01/08	3,187.52	004	NORTH BAY FORD LINC-MERCURY		21203	OUT RPR # 2402	2,919.98	
						21253	REV VEH PARTS	267.54	
29909	08/01/08	6,000.00	002863	OFFICESTAR		21454	40 TRAINING VOUCHERS	6,000.00	
29910	08/01/08	1,003.42	009	PACIFIC GAS & ELECTRIC		21425	6/11-7/11 RESEARCH	1,003.42	
29911	08/01/08	586.96	872	PACIFIC MATERIAL HANDLING SOL.		21391	OUT RPR EQUIP	586.96	
29912	08/01/08	950.75	043	PALACE ART & OFFICE SUPPLY		21021	OFFICE SUPPLIES/FLT	8.67	
						21022	CREDIT MEMO	-8.67	
						21267	OFFICE SUPPLY/ADM	455.57	
						21303	OFFICE SUPPLY/ADM	148.20	
						21408	OFFICE SUPPLY/IT	390.10	
						21409	CREDIT MEMO	-43.12	
29913	08/01/08	150.00	481	PIED PIPER EXTERMINATORS, INC.		21275	JULY PEST CONTROL	48.50	
						21276	JULY PEST CONTROL	53.00	
						21277	JULY PEST CONTROL	48.50	
29914	08/01/08	44.00	E461	PRINCE, DEBRA		21371	DMV FEES	44.00	
29915	08/01/08	596.75	882	PRINT SHOP SANTA CRUZ	7	21322	BUS YIELD GRAPHICS	596.75	
29916	08/01/08	50.00	B011	REILLY, EMILY	7	21377	JULY BOARD MTGS	50.00	
29917	08/01/08	466.47	001205	RIVERSIDE MARRIOTT		21461	8/11-8/15 EMP TRAVEL	466.47	
29918	08/01/08	60.00	001207	RIVERSIDE TRANSIT AGENCY		21462	8/11-8/15 M. BOOTON	60.00	
29919	08/01/08	100.00	B015	ROTKIN, MIKE	7	21378	JULY BOARD MTGS	100.00	
29920	08/01/08	34,217.70	966	S.C. FUELS	0	21131	DIESEL/FLT	34,217.70	
29921	08/01/08	561.90	002713	SANTA CRUZ AUTO TECH, INC.		21206	OIL CHANGE	50.15	
						21207	OIL CHANGE	50.15	
						21208	OIL CHANGE	50.15	

5-2.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						21209	OIL CHANGE	50.15	
						21210	OIL CHANGE	56.60	
						21211	OIL CHANGE	56.60	
						21212	OIL CHANGE	50.15	
						21213	OIL CHANGE	50.15	
						21214	OIL CHANGE	50.15	
						21215	OIL CHANGE	50.15	
						21216	OUT RPR # 308	47.50	
29922	08/01/08	721.79	135	SANTA CRUZ AUTO PARTS, INC.		21119	SMALL TOOLS	372.89	
						21120	REV VEH PARTS	23.16	
						21121	REV VEH PARTS	53.40	
						21122	SMALL TOOLS	272.34	
29923	08/01/08	9,151.18	079	SANTA CRUZ MUNICIPAL UTILITIES		21435	6/21-7/18 111 DUBOIS	366.83	
						21436	6/21-7/18 ENCINAL	149.25	
						21437	6/21-7/18 ENCINAL	817.64	
						21438	6/24-7/21 PACIFIC	98.48	
						21439	6/24-7/21 PACIFIC	2,535.92	
						21440	6/21-7/18 GOLF CLUB	91.19	
						21441	6/21-7/18 1217 RIVER	326.78	
						21442	6/21-7/18 DUBOIS	149.25	
						21443	6/21-7/18 1200 RIVER	624.28	
						21444	6/21-7/18 1200 RIVER	2,546.94	
						21445	6/21-7/18 VERNON	389.08	
						21446	6/21-7/18 VERNON	108.46	
						21447	6/21-7/18 GOLF CLUB	947.08	
29924	08/01/08	100.00	B012	SPENCE, PAT	7	21379	JULY BOARD MTGS	100.00	
29925	08/01/08	364.00	291	STANLEY ACCESS TECHNOLOGIES		21309	DOOR REPAIR	364.00	
29926	08/01/08	240.80	104	STATE STEEL COMPANY	0	21183	PARTS & SUPPLIES	240.80	
29927	08/01/08	69,458.40	970	THE MECHANICS BANK		21456	JUNE RETAINAGE/MB	69,458.40	
29928	08/01/08	194.26	170	TOWNSEND'S AUTO PARTS		21242	CLEANING/REV PARTS	194.26	
29929	08/01/08	75.00	001190	TRANSIT TALENT.COM LLC		21056	MAINT MGR AD	75.00	
29930	08/01/08	94.83	007	UNITED PARCEL SERVICE		21325	FRT OUT/FLT	94.83	
29931	08/01/08	100.82	434B	VERIZON CALIFORNIA		21340	2 PC CARDS/ADM	100.82	
29932	08/01/08	625,125.60	002887	WEST BAY BUILDERS, INC.		21455	CONST SVC MB TO 6/30	625,125.60	
29933	08/01/08	1,699.55	001506	WESTERN STATES OIL CO., INC.		21182	FUEL LUBE/FLT	1,699.55	
29934	08/01/08	122.67	E495	WHITE, LES		21413	6/23-6/26 EMP TRAVEL	71.92	
						21414	7/17-7/18 EMP TRAVEL	50.75	
29935	08/01/08	708.00	915	WORKIN.COM, INC.		21460	7/17 3 JOB POSTS	708.00	
29936	08/01/08	419.33	148	ZEP MANUFACTURING COMPANY		21185	CLEANING SUPPLIES	419.33	
29937	08/05/08	85.00	E309	LEGARD, GEOFFREY		21527	MEDICAL EXPENSE	85.00	MANUAL
29938	08/08/08	2,477.76	002509	ACCOUNTTEMPS		21529	TEMP/OPS W/E 7/18	2,477.76	
29939	08/08/08	1,235.80	001188	AFV FLEET SERVICE		21189	REV VEH PARTS	747.96	
						21193	REV VEH PARTS	487.84	
29940	08/08/08	235.09	002861	AMERICAN MESSAGING SVCS, LLC		21569	AUG PAGERS	235.09	
29941	08/08/08	1,803.26	T161	ANDRES, RYAN		21619	TENANT DEPOSIT/RIVER	1,803.26	
29942	08/08/08	219.59	294	ANDY'S AUTO SUPPLY	0	21220	REV VEH PARTS	129.06	
						21314	REV VEH PARTS	90.53	
29943	08/08/08	18,370.92	941	ASSURANT EMPLOYEE BENEFITS		21520	AUG LTD INS	18,370.92	
29944	08/08/08	136.87	001A	AT&T		21489	JULY PHONES/RIVER	136.87	

5-2.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
29945	08/08/08	4,157.81	001B	AT&T/MCI		21488	CIRCUIT/RESEARCH PRK	250.56	
						21550	JUNE PHONES/PT	490.72	
						21551	JUNE PHONES/PT	49.86	
						21564	JULY PHONES	1,467.00	
						21566	JULY PHONES	1,899.67	
29946	08/08/08	10.00	E214	ATWELL, DONALD		21616	DMV FEES	10.00	
29947	08/08/08	54.20	002689	B & B SMALL ENGINE		21246	OUT RPR EQUIPMENT	54.20	
29948	08/08/08	1,255.50	351	BEI CORPORATION		21410	MAINTENANCE/SUPPORT	1,255.50	
29949	08/08/08	45.99	172	CENTRAL WELDER'S SUPPLY, INC.		21310	PARTS & SUPPLIES	45.99	
29950	08/08/08	635.49	739	CENTURY CHEVROLET		21284	REV VEH PARTS	635.49	
29951	08/08/08	14,118.70	001124	CLEAN ENERGY		21494	LNG/FLT	14,118.70	
29952	08/08/08	1,655.94	075	COAST PAPER & SUPPLY INC.		21190	CLEANING SUPPLIES	58.58	
						21191	CLEANING SUPPLIES	5.10	
						21338	CLEANING SUPPLIES	1,489.16	
						21583	CLEANING SUPPLIES	103.10	
29953	08/08/08	466.33	002870	COLE SUPPLY COMPANY, INC.		19369	CREDIT MEMO	-348.50	
						19370	CLEANING SUPPLIES	325.93	
						21341	CLEANING SUPPLIES	488.90	
29954	08/08/08	33,550.82	002569	COMERICA BANK		21495	WORK COMP FUND	33,550.82	
29955	08/08/08	118.48	002389	DARCO PRINTING	7	21532	OFFICE SUPPLIES/OPS	118.48	
29956	08/08/08	39,646.25	800	DELTA DENTAL PLAN		21524	AUG DENTAL	39,646.25	
29957	08/08/08	4,264.61	001316	DEVCO OIL		21578	7/16-7/31 FUEL/FLT	4,264.61	
29958	08/08/08	2,640.35	480	DIESEL MARINE ELECTRIC, INC.		21239	REV VEH PARTS	2,640.35	
29959	08/08/08	200.00	002624	DIGITAL RECORDERS		21247	REV VEH PARTS	250.00	
						21248	CREDIT NOTE	-250.00	
						21387	OUT RPR REV VEH	100.00	
						21388	OUT RPR REV VEH	100.00	
29960	08/08/08	5,350.21	085	DIXON & SON TIRE, INC.		21398	TIRES & TUBES	703.05	
						21399	TIRES & TUBES	1,393.50	
						21406	TIRES & TUBES	705.91	
						21407	CREDIT NOTE	-705.91	
						21418	TIRES & TUBES	1,025.38	
						21419	TIRES & TUBES	205.53	
						21421	TIRES & TUBES	697.88	
						21497	OUT RPR EQUIP	127.00	
						21498	TIRES & TUBES	232.25	
						21499	TIRES & TUBES	659.02	
						21500	TIRES & TUBES	306.60	
29961	08/08/08	105.00	916	DOCTORS ON DUTY		21515	DRUG TEST	30.00	
						21516	DRUG TEST	35.00	
						21517	DRUG TEST	5.00	
						21518	DRUG TEST	30.00	
						21519	DRUG TEST	5.00	
29962	08/08/08	562.00	001492	EVERGREEN OIL INC.		21433	HAZ WASTE DISP	482.00	
						21434	HAZ WASTE DISP	80.00	
29963	08/08/08	42.07	372	FEDERAL EXPRESS		21620	SHIPPING/FLT	42.07	
29964	08/08/08	1,265.27	001172	FERGUSON ENTERPRISES INC.		21282	REPAIRS/MAINTENANCE	440.78	
						21565	REPAIRS/MAINTENANCE	824.49	
						21574	CREDIT NOTE	-6.22	
						21575	REPAIR/MAINTENANCE	6.22	

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29965	08/08/08	10.00	E293	GARCIA, DANIEL		21617	DMV FEES	10.00	
29966	08/08/08	50.00	711	GLASS DOCTOR	7	21317	OUT RPR # 305	50.00	
29967	08/08/08	455.52	001097	GREENWASTE RECOVERY, INC.		21595	JULY GARB -MT HERMON	70.45	
						21596	JULY GARB -KINGS VLG	174.55	
						21597	JULY GARB-RESEARCH	210.52	
29968	08/08/08	127.58	166	HOSE SHOP, THE		21331	REPAIRS/MAINTENANCE	127.58	
29969	08/08/08	781.20	001209	IKON FINANCIAL SERVICES		21531	7/1-9/30 LEASE/OPS	781.20	
29970	08/08/08	1,920.00	878	KELLY SERVICES, INC.		21543	TEMP/OPS W/E 7/13	960.00	
						21544	TEMP/OPS W/E 7/20	960.00	
29971	08/08/08	240.00	852	LAW OFFICES OF MARIE F. SANG	7	21357	WORKERS COMP CLAIM	240.00	
29972	08/08/08	282.92	107A	LUMBERMENS		21179	REPAIRS/MAINTENANCE	54.53	
						21180	REPAIRS/MAINTENANCE	58.37	
						21221	REPAIRS/MAINTENANCE	60.53	
						21222	REPAIRS/MAINTENANCE	57.58	
						21513	REPAIRS/MAINTENANCE	44.33	
						21514	REPAIRS/MAINTENANCE	7.58	
29973	08/08/08	834.60	001145	MANAGED HEALTH NETWORK		21525	AUG EAP PREMIUM	834.60	
29974	08/08/08	47.19	013	MCI SERVICE PARTS, INC.		21352	REV VEH PARTS	47.19	
29975	08/08/08	420.60	764	MERCURY METALS		21416	SKID PLATE REPAIR	215.53	
						21417	SKID PLATE REPAIR	205.07	
29976	08/08/08	631.64	041	MISSION UNIFORM		21188	UNIF/LAUNDRY/FAC	69.60	
						21195	UNIF/LAUNDRY/FLT	43.26	
						21196	UNIF/LAUNDRY/FLT	50.60	
						21197	UNIF/LAUNDRY/FLT	127.26	
						21198	UNIF/LAUNDRY/FLT	307.50	
						21318	UNIF/LAUNDRY/PT	33.42	
29977	08/08/08	5,280.27	001063	NEW FLYER INDUSTRIES LIMITED		21449	REV VEH PARTS	95.95	
						21450	REV VEH PARTS	2,021.52	
						21451	REV VEH PARTS	586.24	
						21452	OTH MOB SUPPLIES	41.52	
						21453	REV VEH PARTS	2.40	
						21479	REV VEH PARTS	2,375.96	
						21606	REV VEH PARTS	156.68	
29978	08/08/08	2,670.39	004	NORTH BAY FORD LINC-MERCURY		21204	OUT RPR #2603	2,166.03	
						21240	REV VEH PARTS	771.90	
						21252	CREDIT NOTE	-267.54	
29979	08/08/08	488.31	001176	NORTHSTAR, INC.		21306	OUT RPR BLDG & IMP	488.31	
29980	08/08/08	7,872.19	009	PACIFIC GAS & ELECTRIC		21508	6/26-7/25 115 DUBOIS	14.24	
						21509	6/26-7/26 ENCINAL	2,918.43	
						21510	6/26-7/26 115 DUBOIS	17.29	
						21511	6/26-7/25 115 DUBOIS	196.29	
						21588	6/27-7/25 VERNON	1,779.41	
						21589	6/26-7/26 111 DUBOIS	3,071.46	
						21590	6/27-7/25 1217 RIVER	147.07	
						21591	5/29-7/29 1122 RIVER	-272.00	
29981	08/08/08	268.95	043	PALACE ART & OFFICE SUPPLY		21269	OFFICE SUPPLY/HRD	231.70	
						21347	OFFICE SUPPLIES/FLT	37.25	
29982	08/08/08	2,823.57	R529	PETER WU & ELIZABETH BUTLER		21496	SETTLEMENT/RISK	2,823.57	
29983	08/08/08	719.00	481	PIED PIPER EXTERMINATORS, INC.		21278	JULY PEST CONTROL	183.00	
						21279	JULY PEST CONTROL	241.00	

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						21280	JULY PEST CONTROL	70.00	
						21466	JULY PEST CONTROL	225.00	
29984	08/08/08	230.00	001202	PROGRESSIVE BUSINESS		21270	PAYROLL/SUBSCRIPTION	230.00	
29985	08/08/08	123.12	061A	REGISTER PAJARONIAN		21245	CLASS ADV/PURCHASING	123.12	
29986	08/08/08	1,919.03	002713	SANTA CRUZ AUTO TECH, INC.		21217	OUT RPR # 313	779.03	
						21368	OUT RPR # 504	1,140.00	
29987	08/08/08	1,245.50	135	SANTA CRUZ AUTO PARTS, INC.		21199	REV VEH PARTS	48.58	
						21243	PARTS & SUPPLIES	92.21	
						21286	REV VEH PARTS	585.90	
						21287	PARTS & SUPPLIES	31.95	
						21319	REV VEH PARTS	25.01	
						21323	REV VEH PARTS	96.06	
						21324	SMALL TOOL	325.70	
						21350	REV VEH PARTS	40.09	
29988	08/08/08	6.48	848	SANTA CRUZ ELECTRONICS, INC.		21254	PARTS & SUPPLIES	6.48	
29989	08/08/08	426.48	079	SANTA CRUZ MUNICIPAL UTILITIES		21549	5/29-7/25 RESEARCH	426.48	
29990	08/08/08	72.25	002447	SETON IDENTIFICATION PRODUCTS		21337	OFFICE SUPPLIES	72.25	
29991	08/08/08	116.85	104	STATE STEEL COMPANY	0	21351	REV VEH PARTS	116.85	
29992	08/08/08	1,866.89	002805	TELEPATH CORPORATION		21316	RADIO INSTALLATION	1,139.99	
						21321	REV VEH PARTS	534.40	
						21335	RADIO REPAIR # 807	192.50	
29993	08/08/08	75.00	001165	THANH N. VU MD	7	21530	MEDICAL EXAM	75.00	
29994	08/08/08	876.64	002504	TIFCO INDUSTRIES		21395	PARTS & SUPPLIES	560.45	
						21561	PARTS & SUPPLIES	49.80	
						21562	CREDIT NOTE	-87.89	
						21563	PARTS & SUPPLIES	404.08	
						21573	CREDIT NOTE	-49.80	
29995	08/08/08	134.43	170	TOWNSEND'S AUTO PARTS		21241	REV VEH PARTS	134.43	
29996	08/08/08	1,223.93	002132	TRANSPORTATION AGENCY		21580	VIDEOCONFERENCING	1,223.93	
29997	08/08/08	28.96	007	UNITED PARCEL SERVICE		21568	FRT OUT/FLT	28.96	
29998	08/08/08	53.63	434B	VERIZON CALIFORNIA		21475	MT BIEWLASKI	53.63	
29999	08/08/08	11,494.08	001043	VISION SERVICE PLAN		21526	AUG VISION INS	11,494.08	
30000	08/08/08	55.67	042	WFCB-OSH COMMERCIAL SERVICES		21581	5780-9700-1033-8159	55.67	
30001	08/08/08	961.75	T160	WRIGHT, JOHN		21618	TENANT DEPOSIT/RIVER	961.75	
30002	08/08/08	147.13	147	ZEE MEDICAL SERVICE CO.		21255	SAFETY SUPPLIES	122.12	
						21512	SAFETY SUPPLIES	25.01	
30003	08/15/08	450.04	001263	ABBOTT STREET RADIATOR, INC.		21369	OUT RPR # 9802	450.04	
30004	08/15/08	4,375.60	002509	ACCOUNTEMPS		21752	TEMP/OPS W/E 7/25	2,666.80	
						21753	TEMP/OPS W/E 8/01	1,708.80	
30005	08/15/08	752.77	001188	AFV FLEET SERVICE		21430	REV VEH PARTS	752.77	
30006	08/15/08	938.00	382	AIRTEC SERVICE		21688		938.00	
30007	08/15/08	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		21432	MONTHLY INSP/GOLF	125.00	
30008	08/15/08	75.00	001065	ARROW FIRE PROTECTION		21758	MEDICAL EXAM	75.00	VOIDED
30008	08/21/08	-75.00	001065	ARROW FIRE PROTECTION		21758	MEDICAL EXAM	-75.00	**VOID
30009	08/15/08	83.37	001	AT&T		21658	JULY PHONES/RIVER	83.37	
30010	08/15/08	409.56	001137	AT&T DATACOMM		21621	NETVANTA/IT	409.56	
30011	08/15/08	140.00	002689	B & B SMALL ENGINE		21339	OUT RPR EQUIP	114.69	
						21390	REPAIRS/MAINTENANCE	25.31	
30012	08/15/08	774.00	011	BEWLEYS CLEANING	7	21386	JULY JANITORIAL	774.00	
30013	08/15/08	95.44	088	BRULIN CORPORATION		21582	CLEANING SUPPLIES	95.44	

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30014	08/15/08	443.13	002189	BUS & EQUIPMENT		21426	REV VEH PARTS	443.13	
30015	08/15/08	406.25	002627	CDW GOVERNMENT, INC.		21614	OFFICE SUPPLY/IT	406.25	
30016	08/15/08	162.75	001211	CENTRAL IMAGE VIDEO AND		21677	LOCAL MTG EXP	162.75	
30017	08/15/08	186.01	172	CENTRAL WELDER'S SUPPLY, INC.		21367	PARTS & SUPPLIES	142.56	
						21429	PARTS & SUPPLIES	43.45	
30018	08/15/08	2,328.73	739	CENTURY CHEVROLET		21422	REV VEH PARTS	983.34	
						21546	REV VEH PARTS	1,083.10	
						21547	REV VEH PARTS	262.29	
30019	08/15/08	25.99	001346	CITY OF SANTA CRUZ		21737	JULY LANDFILL	25.99	
30020	08/15/08	1,522.58	002609	CLEANSOURCE		21485	CLEANING SUPPLIES	1,522.58	
30021	08/15/08	59.21	002063	COSTCO		21536	PHOTO PROCESS/OPS	2.74	
						21537	PHOTO PROCESS/OPS	15.73	
						21538	PHOTO PROCESS/OPS	7.57	
						21539	PHOTO PROCESS/OPS	2.20	
						21540	PHOTO PROCESS/OPS	14.15	
						21541	PHOTO PROCESS/OPS	13.96	
						21542	PHOTO PROCESS/OPS	2.86	
30022	08/15/08	4,871.31	504	CUMMINS WEST, INC.		21469	REV VEH PARTS	4,871.31	
30023	08/15/08	2,483.43	001000	DAIMLER BUSES N. AMERICA INC.		21490	REV VEH PARTS	2,483.43	
30024	08/15/08	1,150.00	002624	DIGITAL RECORDERS		21570	REV VEH PARTS	1,150.00	
30025	08/15/08	4,693.29	085	DIXON & SON TIRE, INC.		21501	TIRES & TUBES	326.29	
						21502	TIRES & TUBES	232.25	
						21503	TIRES & TUBES	843.42	
						21504	TIRES & TUBES	845.79	
						21505	TIRES & TUBES	419.67	
						21506	TIRES & TUBES	857.09	
						21548	TIRES & TUBES	492.36	
						21730	TIRES & TUBES	676.42	
30026	08/15/08	1,802.50	158	DLD TRUCK STRAPS, INC.		21571	REV VEH PARTS	1,802.50	
30027	08/15/08	7.50	E323	GALE, TERRY		21761	8/7 PARKING	7.50	
30028	08/15/08	158.48	647	GFI GENFARE		21484	REV VEH PARTS	158.48	
30029	08/15/08	1,291.15	117	GILLIG LLC		21486	REV VEH PARTS	1,291.15	
30030	08/15/08	1,299.77	001029	GOLDEN GATE SYSTEMS	0	21613	OFFICE SUPPLY/IT	1,299.77	
30031	08/15/08	4,251.41	282	GRAINGER		21431	REPAIRS/MAINTENANCE	455.76	
						21482	SAFETY SUPPLIES	552.70	
						21483	SAFETY SUPPLIES	3,242.95	
30032	08/15/08	115.68	166	HOSE SHOP, THE		21665	PARTS & SUPPLIES	115.68	
30033	08/15/08	53.05	R530	HULTGEN, DAN		21747	SETTLEMENT/RISK	53.05	
30034	08/15/08	36.00	001209	IKON FINANCIAL SERVICES		21760	7/1-9/30 LEASE	36.00	
30035	08/15/08	1,728.00	878	KELLY SERVICES, INC.		21754	TEMP/OPS W/E 7/27	768.00	
						21759	TEMP/OPS W/E 8/3	960.00	
30036	08/15/08	12.48	074	KENVILLE LOCKSMITHS	7	21370	REPAIRS/MAINTENANCE	12.48	
30037	08/15/08	122.50	001093	KROLL LABORATORY SPECIALISTS		21654	DRUG TESTS	122.50	
30038	08/15/08	396.60	852	LAW OFFICES OF MARIE F. SANG	7	21615	WORKERS COMP CLAIM	396.60	
30039	08/15/08	30.00	880	LEXISNEXIS		21649	PROF/TECH SVC/RISK	30.00	
30040	08/15/08	269.50	001992	LRP PUBLICATIONS		21680	COMPLIANCE BULLETIN	269.50	
30041	08/15/08	204.55	107A	LUMBERMENS		21336	REPAIRS/MAINTENANCE	47.81	
						21364	REPAIRS/MAINTENANCE	105.84	
						21365	REPAIRS/MAINTENANCE	30.25	
						21396	REPAIRS/MAINTENANCE	11.87	

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						21397	REPAIRS/MAINTENANCE	8.78	
30042	08/15/08	825.85	001358	MARINA MOTOR COMPANY		21420	OUT RPR # 207	825.85	
30043	08/15/08	192.93	001296	MATTHEW BENDER & CO., INC.		21627	CA PUB REL # 19	192.93	
30044	08/15/08	12.00	T163	MC DANIEL, WILLIAM D.		21679	REFUND 4 PT COUPONS	12.00	
30045	08/15/08	1,300.00	764	MERCURY METALS		21735	RAMP REPAIR	1,300.00	
30046	08/15/08	67.75	E465	MILLER, MARY		21678	MEDICAL PREMIUM	67.75	
30047	08/15/08	596.51	041	MISSION UNIFORM		21358	UNIF/LAUNDRY/FLT	127.26	
						21359	UNIF/LAUNDRY/FLT	50.60	
						21360	UNIF/LAUNDRY/FLT	307.50	
						21361	UNIF/LAUNDRY/FLT	43.26	
						21362	UNIF/LAUNDRY/FAC	67.89	
30048	08/15/08	10.63	288	MUNCIE TRANSIT SUPPLY		21670	REV VEH PARTS	10.63	
30049	08/15/08	28,657.14	002891	NCLN20, INC.		21755	JULY SECURITY	28,657.14	
30050	08/15/08	485.05	001063	NEW FLYER INDUSTRIES LIMITED		21383	CREDIT MEMO	-41.52	
						21428	REV VEH PARTS	63.44	
						21480	CREDIT NOTE	-120.40	
						21481	CREDIT NOTE	-1,090.00	
						21604	REV VEH PARTS	11.35	
						21605	REV VEH PARTS	343.20	
						21607	REV VEH PARTS	76.08	
						21608	REV VEH PARTS	120.40	
						21609	REV VEH PARTS	32.50	
						21610	REV VEH PARTS	1,090.00	
30051	08/15/08	2,560.15	002721	NEXTEL COMMUNICATIONS		21729	JULY PHONES	2,560.15	
30052	08/15/08	2,743.97	004	NORTH BAY FORD LINC-MERCURY		21491	OUT RPR # 708	1,574.44	
						21554	OUT RPR # 2405	1,169.53	
30053	08/15/08	4,059.53	009	PACIFIC GAS & ELECTRIC		21656	7/1-7/31 PACIFIC	2,103.14	
						21689	6/27-7/28 1200 RIVER	167.66	
						21748	LINE EXTENSION	1,788.73	
30054	08/15/08	946.16	043	PALACE ART & OFFICE SUPPLY		21411	OFFICE SUPPLIES/IT	592.03	
						21412	OFFICE SUPPLIES/IT	31.66	
						21423	OFFICE SUPPLIES/PT	217.66	
						21424	OFFICE SUPPLIES/PT	81.80	
						21706	OFFICE SUPPLY/ADM	23.01	
30055	08/15/08	45.70	358	POWR-FLITE		21392	PARTS & SUPPLIES	45.70	
30056	08/15/08	6,129.23	882	PRINT SHOP SANTA CRUZ	7	21528	PRINTING/OPS	53.17	
						21533	PRINTING/OPS	808.33	
						21769	GRAPHICS/OPS	5,267.73	
30057	08/15/08	562.90	757	R & R SIGNS	7	21733	REV VEH PARTS	194.85	
						21734	REV VEH PARTS	368.05	
30058	08/15/08	408.00	067	ROTO-ROOTER		21470	SVC/RESEARCH PARK	408.00	
30059	08/15/08	32,497.32	966	S.C. FUELS	0	21389	DIESEL/FLT	32,497.32	
30060	08/15/08	387.57	135	SANTA CRUZ AUTO PARTS, INC.		21326	PARTS & SUPPLIES	36.31	
						21327	PARTS & SUPPLIES	27.13	
						21328	REV VEH PARTS	44.80	
						21349	PARTS & SUPPLIES	29.03	
						21363	REV VEH PARTS	44.80	
						21393	REV VEH PARTS	143.22	
						21394	REV VEH PARTS	20.09	
						21415	REV VEH PARTS	14.65	

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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						21477	PARTS & SUPPLIES	27.54	
30061	08/15/08	2,500.00	002267	SHAW & YODER, INC.		21522	JULY LEGISLATIVE SVC	2,500.00	
30062	08/15/08	98.15	001976	SPORTWORKS NORTHWEST, INC.		21427	REV VEH PARTS	98.15	
30063	08/15/08	2,730.20	002805	TELEPATH CORPORATION		21487	AUG MAINT/REPAIRS	2,707.41	
						21579	ANTENNA REPAIR/2602	22.79	
30064	08/15/08	150.00	001165	THANH N. VU MD	7	21756	MEDICAL EXAM	75.00	
						21757	MEDICAL EXAM	75.00	
30065	08/15/08	116.00	002675	THOMSON-WEST BARCLAYS		21315	PUBLIC SAFETY CODE	116.00	
30066	08/15/08	5,355.82	057	U.S. BANK		21765	4246044555645971	45.36	
						21766	4246044555645971	1,430.27	
						21767	4246044555645971	854.25	
						21768	4246044555645971	3,025.94	
30067	08/15/08	68.56	007	UNITED PARCEL SERVICE		21672	FRT OUT/FLT	29.24	
						21673	FRT OUT/FLT	39.32	
30068	08/15/08	10.83	946	UNITED SITE SERVICES		21750	FENCE RENT/DUBOIS	10.83	
30069	08/15/08	36.00	T162	WELLS, JOANNE		21652	12 UNUSED PT COUPONS	36.00	
30070	08/15/08	981.29	001506	WESTERN STATES OIL CO., INC.		21572	FUEL & LUBE	981.29	
30071M08/15/08		85.00	E252	MCHALE, BRIAN		21770	MEDICAL EXAM	85.00	MANUAL
							MEDICAL EXAM		
30072	08/22/08	231.91	002069	A TOOL SHED, INC.		21493	EQUIP RENTAL	231.91	
30073	08/22/08	635.91	020	ADT SECURITY SERVICES INC.		21909	SEPT ALARMS	46.66	
						21910	SEPT ALARMS	64.46	
						21911	SEPT ALARMS	46.66	
						21912	SEPT ALARMS	79.40	
						21913	SEPT ALARMS	61.90	
						21914	SEPT ALARMS	42.71	
						21915	9/1-11/30 ALARMS	294.12	
30074	08/22/08	280.00	001088	ADVANCED MECHANICAL SERVICES	7	21592	BACKFLOW TESTS	280.00	
30075	08/22/08	355.73	382	AIRTEC SERVICE		21898	OUT RPR BLDG & IMP	193.73	
						21958	SVC/920 PACIFIC	162.00	
30076	08/22/08	2,685.00	001128	ALWAYS TOWING & RECOVERY, INC		21472	TOW # 2302	1,215.00	
						21473	TOW # 2308	735.00	
						21668	TOW # 2307	735.00	
30077	08/22/08	33,000.00	497A	AMERICAN PUBLIC TRANSPORTATION		21825	7/08-6/09 MEMBERSHIP	33,000.00	
30078	08/22/08	133.08	294	ANDY'S AUTO SUPPLY	0	21478	PARTS & SUPPLIES	133.08	
30079	08/22/08	481.52	001	AT&T		21816	REPEATERS/RIVER	396.42	
						21956	REPEATER/RIVER	85.10	
30080	08/22/08	504.50	876	ATCHISON, BARISONE, CONDOTTI &	7	21975	LEGAL SVCS/RIVER	95.00	
						21976	LEGAL SVCS/425 FRONT	409.50	
30081	08/22/08	53.29	M033	BAILEY, NEIL	0	21854	MED PYMT SUPP	53.29	
30082	08/22/08	49.88	M077	BRADFORD, THOMAS	0	21855	MED PYMT SUPP	49.88	
30083	08/22/08	19.19	M072	BRIDINGER, CHRIS	0	21884	MED PYMT SUPP	19.19	
30084	08/22/08	38.37	M078	BRIDINGER, DENISE	0	21856	MED PYMT SUPP	38.37	
30085	08/22/08	38.37	M079	BROGDON, ROY		21857	MED PYMT SUPP	38.37	
30086	08/22/08	474.12	224	C & H DISTRIBUTORS, INC.		21780	PARTS & SUPPLIES	474.12	
30087	08/22/08	430,106.45	502	CA PUBLIC EMPLOYEES'		21968	SEPT MEDICAL INS	430,106.45	
30088	08/22/08	53.28	M022	CAPELLA, KATHLEEN	0	21876	MED PYMT SUPP	53.28	
30089	08/22/08	19.19	M080	CARR, DALE	0	21858	MED PYMT SUPP	19.19	
30090	08/22/08	1,991.37	002627	CDW GOVERNMENT, INC.		21611	OFFICE SUPPLY/IT	1,321.20	
						21612	OFFICE SUPPLY/IT	192.84	

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30091	08/22/08	26.65	M073	CENTER, DOUG	0	21820	COMPUTER SUPPLIES/IT	477.33	
30092	08/22/08	941.63	002479	CENTRAL EQUIPMENT SERVICE CO.		21885	MED PYMT SUPP	26.65	
						21698	LIFT REPAIR	602.17	
						21949	SVC/FUEL STATION	339.46	
30093	08/22/08	11.16	172	CENTRAL WELDER'S SUPPLY, INC.		21632	7/1-7/31 TANK RENT	11.16	
30094	08/22/08	1,100.00	001099	CERTS, LLC		21786	CRANE INSPECTION	1,100.00	
30095	08/22/08	26.65	M036	CERVANTES, GLORIA	0	21859	MED PYMT SUPP	26.65	
30096	08/22/08	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		21523	AUG LEGISLATIVE SVCS	5,000.00	
30097	08/22/08	200.00	E312	CHENG, FRANK		21969	PERMIT/VERNON	200.00	
30098	08/22/08	10.34	130	CITY OF WATSONVILLE UTILITIES		21815	7/1-8/1 RODRIGUEZ	10.34	
30099	08/22/08	1,825.38	909	CLASSIC GRAPHICS		21584	OUT RFR # 2234	1,825.38	
30100	08/22/08	64,597.16	001124	CLEAN ENERGY		21662	7/26-7/30 LNG	27,650.13	
						21810	LNG/FLT	13,240.76	
						21811	LNG/FLT	23,706.27	
30101	08/22/08	57.29	002609	CLEANSOURCE		21507	CLEANING SUPPLIES	57.29	
30102	08/22/08	59.68	001084	CLUTCH COURIERS		21851	SETTLEMENT/RISK	59.68	
30103	08/22/08	442.34	075	COAST PAPER & SUPPLY INC.		21718	CLEANING SUPPLIES	167.70	
						21720	CLEANING SUPPLIES	274.64	
30104	08/22/08	68.16	002063	COSTCO		21739	PHOTO PROCESS/OPS	6.17	
						21740	PHOTO PROCESS/OPS	4.78	
						21741	PHOTO PROCESS/OPS	5.51	
						21742	PHOTO PROCESS/OPS	7.70	
						21743	PHOTO PROCESS	3.18	
						21744	PHOTO PROCESS	7.70	
						21745	PHOTO PROCESS/OPS	9.16	
						21746	PHOTO PROCESS/OPS	3.18	
						21763	LOCAL MEETING EXP	20.78	
30105	08/22/08	19.19	M116	CRAMBLETT, LAWRENCE		21886	MED PYMT SUPP	19.19	
30106	08/22/08	26.65	M092	CRAWFORD, TERRI	0	21887	MED PYMT SUPP	26.65	
30107	08/22/08	1,355.99	001048	CRUZ CAR WASH		21722	JULY VEH WASH/PT	1,355.99	
30108	08/22/08	125.51	504	CUMMINS WEST, INC.		21790	REV VEH PARTS	125.51	
30109	08/22/08	2,181.63	001000	DAIMLER BUSES N. AMERICA INC.		21727	REV VEH PARTS	2,181.63	
30110	08/22/08	26.65	M039	DAVILA, ANA MARIA	0	21860	MED PYMT SUPP	26.65	
30111	08/22/08	36.24	001206	DELTA GLASS	7	21779	REV VEH PARTS	36.24	
30112	08/22/08	32.00	002567	DEPARTMENT OF JUSTICE		21771	JULY FINGERPRINTS	32.00	
30113	08/22/08	1,242.33	480	DIESEL MARINE ELECTRIC, INC.		21671	REV VEH PARTS	1,242.33	
30114	08/22/08	2,546.70	085	DIXON & SON TIRE, INC.		21040	TIRES & TUBES	314.33	
						21690	TIRES & TUBES	232.25	
						21691	TIRES & TUBES	428.54	
						21692	TIRES & TUBES	978.86	
						21693	TIRES & TUBES	659.02	
						21707	TIRES & TUBES	507.36	
						21924	CREDIT MEMO	-676.42	
						21937	TIRES & TUBES	102.76	
30115	08/22/08	560.00	916	DOCTORS ON DUTY		21826	DRUG TEST	30.00	
						21827	DRUG TEST	35.00	
						21828	DRUG TEST	5.00	
						21829	DRUG TEST	30.00	
						21830	DRUG TEST	35.00	
						21831	DRUG TEST	5.00	

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						21832	DRUG TEST	30.00	
						21833	DRUG TEST	5.00	
						21834	DRUG TEST	30.00	
						21835	DRUG TEST	35.00	
						21836	DRUG TEST	5.00	
						21837	DRUG TEST	30.00	
						21838	DRUG TEST	35.00	
						21839	DRUG TEST	5.00	
						21840	DRUG TEST	30.00	
						21841	DRUG TEST	35.00	
						21842	DRUG TEST	5.00	
						21843	DRUG TEST	30.00	
						21844	DRUG TEST	35.00	
						21845	DRUG TEST	5.00	
						21846	DRUG TEST	30.00	
						21847	DRUG TEST	5.00	
						21848	DRUG TEST	30.00	
						21849	DRUG TEST	35.00	
						21850	DRUG TEST	5.00	
30116	08/22/08	26.65	M096	DRAKE, JUDITH	0	21888	MED PYMT SUPP	26.65	
30117	08/22/08	500.00	002862	ECOLOGICAL CONCERNS INC.		21973	WATER DRAINAGE/MB	500.00	
30118	08/22/08	329.00	861	EMPLOYER RESOURCE INSTITUTE		21320	OSHA COMPLIANCE	329.00	
30119	08/22/08	1,013.08	001492	EVERGREEN OIL INC.		21663	HAZ WASTE DISP	490.00	
						21664	HAZ WASTE DISP	523.08	
30120	08/22/08	169.52	002307	EWING IRRIGATION PRODUCTS		21775	REPAIRS/MAINTENANCE	169.52	
30121	08/22/08	106.67	372	FEDERAL EXPRESS		21824	JULY-AUG MAIL	106.67	
30122	08/22/08	26.65	M099	FIKE, LOUIS	0	21889	MED PYMT SUPP	26.65	
30123	08/22/08	119.24	M074	GABRIELE, BERNARD	0	21890	MED PYMT SUPP	119.24	
30124	08/22/08	26.65	M040	GARBEZ, LINDA	0	21861	MED PYMT SUPP	26.65	
30125	08/22/08	53.29	M100	GARCIA, SANTIAGO	0	21862	MED PYMT SUPP	53.29	
30126	08/22/08	638.97	647	GFI GENFARE		21669	REV VEH PARTS	638.97	
30127	08/22/08	239.82	001213	GILLIG LLC	7	21788	REV VEH PARTS	239.82	
30128	08/22/08	26.65	M101	GOES, ALAN	0	21891	MED PYMT SUPP	26.65	
30129	08/22/08	53.29	M041	GOUVEIA, ROBERT	0	21863	MED PYMT SUPP	53.29	
30130	08/22/08	53.29	M081	HALL, JAMES	0	21864	MED PYMT SUPP	53.29	
30131	08/22/08	89.87	510A	HASLER, INC.		21923	SEPT RENTAL/PT	41.04	
						21974	9/1-9/30 RENTAL/ADM	48.83	
30132	08/22/08	324.71	002905	HELM, INC.		21586	OFFICE SUPPLIES/FLT	324.71	
30133	08/22/08	4,500.00	E021	HILTNER, THOMAS		21823	MEDICAL EQUIPMENT	4,500.00	
30134	08/22/08	26.65	M082	HINDIN, LENORE	0	21865	MED PYMT SUPP	26.65	
30135	08/22/08	29,000.00	002116	HINSHAW, EDWARD & BARBARA	7	21963	RENT/370 ENCINAL	29,000.00	
30136	08/22/08	49.88	M043	HOLODNICK, JAMES	0	21866	MED PYMT SUPP	49.88	
30137	08/22/08	1,446.80	166	HOSE SHOP, THE		21657	REPAIRS/MAINTENANCE	41.89	
						21793	PARTS & SUPPLIES	67.05	
						21794	PARTS & SUPPLIES	123.82	
						21795	PARTS & SUPPLY	216.78	
						21796	PARTS & SUPPLIES	60.65	
						21797	PARTS & SUPPLIES	18.77	
						21798	PARTS & SUPPLIES	6.66	
						21799	REPAIRS/MAINTENANCE	911.18	

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30138	08/22/08	19.19	M075	HOWARD, CAROL	0	21892	MED PYMT SUPP	19.19	
30139	08/22/08	703.19	001163	INNERWORKINGS, INC		21709	WORK ORDER FORMS	703.19	
30140	08/22/08	15,308.20	002117	IULIANO	7	21964	RENT/111 DUBOIS	12,036.59	
						21965	RENT/115 DUBOIS	3,271.61	
30141	08/22/08	26.65	M069	JACOBS, KENNETH	0	21877	MED PYMT SUPP	26.65	
30142	08/22/08	2,706.85	110	JESSICA GROCERY STORE, INC.		21966	CUSTODIAN SERVICES	2,706.85	
30143	08/22/08	26.65	M104	JUSSEL, PETE	0	21893	MED PYMT SUPP	26.65	
30144	08/22/08	273.25	M061	KAMEDA, TERRY	0	21878	MED PYMT SUPP	273.25	
30145	08/22/08	2,462.63	R532	KANAGASUNDARAM, YAMINDIRA		21967	SETTLEMENT/RISK	2,462.63	
30146	08/22/08	129.42	1117	KELLEY'S SERVICE INC.		21772	REV VEH PARTS	129.42	
30147	08/22/08	290.93	036	KELLY-MOORE PAINT CO., INC.		21645	REPAIR/MAINTENANCE	174.52	VOIDED
						21646	CREDIT	-174.52	
						21647	REPAIRS/MAINTENANCE	290.93	
30148	08/22/08	116.85	074	KENVILLE LOCKSMITHS	7	21474	REPAIRS/MAINTENANCE	14.97	
						21641	REPAIRS/MAINTENANCE	36.89	
						21661	PARTS & SUPPLIES	60.00	
30149	08/22/08	1,432.52	167	KEYSTON BROTHERS		21717	REPAIRS/MAINTENANCE	4.99	
						21623	OTH MOB SUPPLIES	21.55	
						21624	OTH MOB SUPPLIES	1,410.97	
30150	08/22/08	717.21	039	KINKO'S INC.		21534	DISPATCH MAPS	617.91	
						21535	PRINTING/OPS	99.30	
30151	08/22/08	570.00	852	LAW OFFICES OF MARIE F. SANG	7	21781	WORKERS COMP CLAIM	120.00	
						21782	WORKERS COMP CLAIM	450.00	
30152	08/22/08	402.53	196	LIFT-U-INC.		21587	REV VEH PARTS	402.53	
30153	08/22/08	290.45	024	LLOYD'S TIRE SERVICE, INC.		21585	OUT RPR # 708	290.45	
30154	08/22/08	848.34	107A	LUMBERMENS		21598	REPAIRS/MAINTENANCE	105.08	
						21599	REPAIRS/MAINTENANCE	277.40	
						21600	REPAIRS/MAINTENANCE	116.18	
						21601	REPAIRS/MAINTENANCE	75.94	
						21602	CREDIT NOTE	-97.64	
						21634	REPAIRS/MAINTENANCE	190.96	
						21635	REPAIRS/MAINTENANCE	17.94	
						21659	REPAIRS/MAINTENANCE	27.11	
						21667	CLEANING SUPP/PARTS	74.28	
						21714	REPAIRS/MAINTENANCE	33.85	
						21715	REPAIRS/MAINTENANCE	27.24	
30155	08/22/08	1,407.05	001119	MACERICH PARTNERSHIP LP	7	21962	RENT/CAPITOLA MALL	1,407.05	
30156	08/22/08	475.01	001358	MARINA MOTOR COMPANY		21731	REV VEH PARTS	475.01	
30157	08/22/08	1,487.64	001052	MID VALLEY SUPPLY		21603	CLEANING SUPPLIES	1,487.64	
30158	08/22/08	1,153.61	041	MISSION UNIFORM		21476	UNIF/LAUNDRY/FAC	69.60	
						21545	UNIF/LAUNDRY/PT	33.42	
						21557	UNIF/LAUNDRY/FLT	50.60	
						21558	UNIF/LAUNDRY/FLT	303.43	
						21559	UNIF/LAUNDRY/FLT	43.26	
						21560	UNIF/LAUNDRY/FLT	127.26	
						21628	UNIF/LAUNDRY/FLT	43.26	
						21629	UNIF/LAUNDRY/FLT	50.60	
						21630	UNIF/LAUNDRY/FLT	237.03	
						21631	UNIF/LAUNDRY/FLT	127.26	
						21660	UNIF/LAUNDRY/FAC	67.89	

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30159	08/22/08	1,228.00	469	MONTEREY BAY UNIFIED AIR		21978	EMERG. GENERATOR/MB	1,228.00	
30160	08/22/08	8,959.32	001063	NEW FLYER INDUSTRIES LIMITED		21699	CREDIT NOTE	-830.16	
						21700	REV VEH PARTS	3,202.53	
						21710	PARTS & SUPPLIES	523.84	
						21711	REV VEH PARTS	503.19	
						21712	REV VEH PARTS	11.35	
						21713	REV VEH PARTS	64.35	
						21939	REV VEH PARTS	4,639.84	
						21940	REV VEH PARTS	844.38	
30161	08/22/08	157.67	001627	NEW PIG CORPORATION		21704	PARTS & SUPPLIES	157.67	
30162	08/22/08	1,959.01	002721	NEXTEL COMMUNICATIONS		21783	JULY PHONES/OPS	1,959.01	
30163	08/22/08	80.00	E629	NJAA, SHELDON		21676	9/5-9/9 EMP TRAVEL	80.00	
30164	08/22/08	61.36	001139	NORTH AMERICAN BUS INDUSTRIES		21625	CREDIT NOTE	-358.40	
						21626	REV VEH PARTS	419.76	
30165	08/22/08	5,366.64	004	NORTH BAY FORD LINC-MERCURY		21471	REV VEH PARTS	30.71	
						21492	REV VEH PARTS	50.92	
						21703	OUT RPR # 708	660.00	
						21725	OUT RPR # 2403	3,226.45	
						21726	OUT RPR # 2401	1,398.56	
30166	08/22/08	14,842.00	001176	NORTHSTAR, INC.		21716	JULY MAINTENANCE	14,842.00	
30167	08/22/08	16,000.00	R531	O'CONNOR, SHARON		21852	SETTLEMENT/RISK	16,000.00	
30168	08/22/08	26.65	M050	O'MARA, KATHLEEN	0	21867	MED PYMT SUPP	26.65	
30169	08/22/08	3,420.39	009	PACIFIC GAS & ELECTRIC		21813	6/11-8/6 KINGS VLG	2,438.87	
						21814	7/12-8/11 RESEARCH	981.52	
30170	08/22/08	654.51	872	PACIFIC MATERIAL HANDLING SOL.		21640	OUT RPR #702	654.51	
30171	08/22/08	750.18	043	PALACE ART & OFFICE SUPPLY		21651	OFFICE SUPPLIES/ADM	455.57	
						21655	OFFICE SUPPLY/ADM	57.15	
						21738	OFFICE SUPPLIES/OPS	146.93	
						21749	OFFICE SUPPLY/OPS	78.08	
						21800	OFFICE SUPPLY/OPS	12.45	
30172	08/22/08	887.00	950	PARADISE LANDSCAPE INC	0	21576	AUG MAINTENANCE	887.00	
30173	08/22/08	243.55	M057	PARHAM, WALLACE	0	21879	MED PYMT SUPP	243.55	
30174	08/22/08	38.37	M051	PENDRAGON, LINDA	0	21868	MED PYMT SUPP	38.37	
30175	08/22/08	53.29	M109	PEREZ, CHERYL		21869	MED PYMT SUPP	53.29	
30176	08/22/08	206.43	M064	PETERS, TERRIE	0	21880	MED PYMT SUPP	206.43	
30177	08/22/08	26.65	M070	PICARELLA, FRANCIS	0	21881	MED PYMT SUPP	26.65	
30178	08/22/08	26.65	M117	POLANCO, ANDRES		21894	MED PYMT SUPP	26.65	
30179	08/22/08	243.55	M058	POTEETE, BEVERLY	0	21882	MED PYMT SUPP	243.55	
30180	08/22/08	21.48	358	POWR-FLITE		21789	PARTS & SUPPLIES	21.48	
30181	08/22/08	230.00	592	R & S ERECTION OF		21695	OUT RPR BLDG	230.00	
30182	08/22/08	42.85	087	RECOGNITION SERVICES		21972	EMP INCENTIVE	42.85	
30183	08/22/08	83.73	061	REGISTER PAJARONIAN		21762	PUB NOTICE ADM 8/4	83.73	
30184	08/22/08	123.12	061A	REGISTER PAJARONIAN		21648	CLASS ADV-PURCHASING	123.12	
30185	08/22/08	246.60	M005	ROSS, EMERY	0	21875	MED PYMT SUPP	246.60	
30186	08/22/08	53.29	M085	ROSSI, DENISE	0	21870	MED PYMT SUPP	53.29	
30187	08/22/08	26.65	M030	ROWE, RUBY		21871	MED PYMT SUPP	26.65	
30188	08/22/08	57,903.24	966	S.C. FUELS	0	21622	DIESEL/FLT	30,591.39	
						21903	LNG/FLT	27,311.85	
30189	08/22/08	3,639.16	018	SALINAS VALLEY FORD SALES		21577	REV VEH PARTS	2,143.18	
						21639	REV VEH PARTS	1,495.98	

5-2.13

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
30190	08/22/08	2,595.25	002713	SANTA CRUZ AUTO TECH, INC.		21702	OUT RPR # 603	1,128.60	
						21791	OUT RPR # 102	824.40	
						21925	OIL CHANGE	71.25	
						21926	OIL CHANGE	56.60	
						21927	OIL CHANGE	56.60	
						21928	OIL CHANGE	50.15	
						21929	OIL CHANGE	50.15	
						21930	OIL CHANGE	56.60	
						21931	OIL CHANGE	50.15	
						21932	OIL CHANGE	50.15	
						21933	OIL CHANGE	50.15	
						21934	OIL CHANGE	50.15	
						21935	OIL CHANGE	50.15	
						21936	OIL CHANGE	50.15	
30191	08/22/08	794.05	135	SANTA CRUZ AUTO PARTS, INC.		21464	PARTS & SUPPLIES	9.33	
						21465	PARTS & SUPPLIES	8.46	
						21552	SAFETY SUPPLIES	6.39	
						21553	REV VEH PARTS	144.46	
						21555	REV VEH PARTS	155.87	
						21556	PARTS & SUPPLIES	19.73	
						21593	REV VEH PARTS	24.45	
						21594	CLEANING SUPPLIES	64.99	
						21633	OTH MOB SUPPLIES	88.60	
						21636	REV VEH PARTS	10.05	
						21637	OTH MOB SUPPLIES	33.98	
						21666	REV VEH PARTS	17.50	
						21681	OTH MOB SUPP	44.30	
						21682	EMP TOOL REPLACEMENT	35.84	
						21732	REV VEH PARTS	105.36	
						21776	REV VEH PARTS	24.74	
30192	08/22/08	15.00	001944	SANTA CRUZ COUNTY LAW LIBRARY		21650	QUARTERLY MIN CHARGE	15.00	
30193	08/22/08	25.00	960	SANTA CRUZ COUNTY EAC		21853	9/17 EMP TRAINING	25.00	
30194	08/22/08	524.60	149	SANTA CRUZ SENTINEL	0	21764	PUB NOTICE ADM 8/4	146.06	
						21950	CLASS ADV/PURCHASING	193.74	
						21951	CLASS ADV/PURCHASING	184.80	
30195	08/22/08	4,078.14	977	SANTA CRUZ TRANSPORTATION, LLC	7	21728	JULY PT SERVICES	4,078.14	
30196	08/22/08	6.05	276	SCOTTS VALLEY SPRINKLER		21638	REPAIRS/MAINTENANCE	6.05	
30197	08/22/08	246.00	957	SECURITY SHORING & STEEL PLT		21787	6/28-7/27 RENTAL	246.00	
30198	08/22/08	208.67	M010	SHORT, SLOAN	0	21883	MED PYMT SUPP	208.67	
30199	08/22/08	26.65	M112	SILVA, EDUARDO	0	21895	MED PYMT SUPP	26.65	
30200	08/22/08	100.00	B016	SKILLICORN, DALE	7	21971	AUG BOARD MTGS	100.00	
30201	08/22/08	53.29	M054	SLOAN, FRANCIS	0	21872	MED PYMT SUPP	53.29	
30202	08/22/08	11,729.35	001075	SOQUEL III ASSOCIATES	7	21961	RENT/RESEARCH PARK	11,729.35	
30203	08/22/08	4,722.01	001976	SPORTWORKS NORTHWEST, INC.		21694	REV VEH PARTS	4,722.01	
30204	08/22/08	1,140.00	080	STATE BOARD OF EQUALIZATION		21970	JUL USE TAX PREPAY	1,140.00	
30205	08/22/08	1,935.11	002607	STAVELEY SERVICES FLUIDS		21819	OUT RPR REV VEH	1,935.11	
30206	08/22/08	20,927.36	001648	STEVE'S UNION SERVICE		21708	JULY FUEL/PT	20,927.36	
30207	08/22/08	18,047.62	002805	TELEPATH CORPORATION		21904	JULY DVR RENTAL	150.00	
						21905	MARCH DVR RENTAL	150.00	
						21906	CREDIT MEMO	-150.00	

5-2.14

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
					21907	CREDIT MEMO	-150.00	
					21908	DISPATCH CONSOLE	18,047.62	
					21942	CREDIT MEMO	-1,712.19	
30208	08/22/08	375.00	001165 THANH N. VU MD	7	21943	OUT RPR EQUIP	1,712.19	
					21674	MEDICAL EXAM/FLT	75.00	
					21675	MEDICAL EXAM/FLT	75.00	
					21723	MEDICAL EXAM/PT	75.00	
					21751	MEDICAL EXAM	75.00	
30209	08/22/08	980.52	002504 TIFCO INDUSTRIES		21977	MEDICAL EXAM	75.00	
					21697	REV VEH PARTS/SUPPLY	320.15	
					21721	PARTS & SUPPLIES	170.06	
					21946	PARTS & SUPPLIES	155.84	
					21947	PARTS & SUPPLIES	334.47	
30210	08/22/08	26.65	M086 TOLINE, DONALD	0	21873	MED PYMT SUPP	26.65	
30211	08/22/08	1,248.36	170 TOWNSEND'S AUTO PARTS		21683	REV VEH PARTS	162.88	
					21684	CLEANING SUPPLIES	197.90	
					21685	PARTS AND SUPPLIES	295.86	
					21686	PARTS & SUPPLIES	295.86	
					21687	PARTS & SUPPLIES	295.86	
30212	08/22/08	75.00	001190 TRANSIT TALENT.COM LLC		21822	JOB POSTING	75.00	
30213	08/22/08	30.74	007 UNITED PARCEL SERVICE		21792	FRT OUT/FLT	30.74	
30214	08/22/08	36,170.72	002829 VALLEY POWER SYSTEMS, INC.		21132	REV VEH PARTS	1,104.62	
					21184	REV VEH PARTS	45.40	
					21186	REV VEH PARTS	739.59	
					21194	CORE CREDIT	-10,488.70	
					21304	REV VEH PARTS	139.80	
					21305	REV VEH PARTS	7.68	
					21329	REV VEH PARTS	203.44	
					21330	PARTS & SUPPLIES	10.83	
					21366	REV VEH PARTS	75.28	
					21467	REV VEH PARTS	91.36	
					21468	REV VEH PARTS	45.40	
					21642	FRT CHARGE	217.00	
					21643	CREDIT NOTE	-403.97	
					21644	FRT CHARGE	404.90	
					21701	OUT RPR/TRANSMISSION	12,531.71	
					21785	ENG REMANUFACTURE	31,446.38	
30215	08/22/08	93.72	M076 VONWAL, YVETTE	0	21896	MED PYMT SUPP	93.72	
30216	08/22/08	1,000.00	162 WASHINGTON LETTER ON TRANSPORT		21653	10/08-9/09 RENEWAL	1,000.00	
30217	08/22/08	1,755.00	001083 WATSONVILLE TRANSPORTATION, INC		21724	JULY PT SERVICES	1,755.00	
30218	08/22/08	70.00	682 WEISS, AMY L.	7	21521	JULY INTERPRETER	70.00	
30219	08/22/08	285.51	436 WEST PAYMENT CENTER		21736	JULY ACCESS CHARGES	285.51	
30220	08/22/08	907.00	738 WESTERN RUBBER & SUPPLY INC.		21567	REV VEH PARTS	907.00	
30221	08/22/08	19.19	M115 WILLIAMS, CHRIS	0	21897	MED PYMT SUPP	19.19	
30222	08/22/08	26.65	M088 YAGI, RANDY	0	21874	MED PYMT SUPP	26.65	
30223	08/22/08	241.49	148 ZEP MANUFACTURING COMPANY		21705	CLEANING SUPPLIES	241.49	
30224	08/03/08	7,173.73	002823 PAT PIRAS CONSULTING	7	21979	PROF. SVCS/ PT	7,173.73	MANUAL
						PROF. SVCS/ PT		
30225	08/29/08	3,759.15	002509 ACCOUNTEMPS		22038	TEMP/OPS W/E 8/8	2,050.35	
					22039	TEMP/OPS W/E 8/15	1,708.80	

5-2.15

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR ACCOUNTS PAYABLE

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
30226	08/29/08	730.00	001016	ALLARD'S SEPTIC SERVICE	7	22044	HAZ WASTE DISP	365.00	
						22045	HAZ WASTE DISP	365.00	
30227	08/29/08	824.38	001208	AMERICAN EAGLE		22042	COMPUTER SUPPLY/IT	824.38	
30228	08/29/08	100.00	B003	BEAUTZ, JAN	7	21985	AUG BOARD MTGS	100.00	
30229	08/29/08	100.00	B018	BUSTICHI, DENE	7	21986	AUG BOARD MTGS	100.00	
30230	08/29/08	310.00	615	CALPELRA		22043	MEMBERSHIP DUES	310.00	
30231	08/29/08	50.00	B014	CITY OF WATSONVILLE		21993	AUG BOARD MTGS	50.00	
30232	08/29/08	1,245.50	001113	CLARKE, SUSAN	7	22010	EXT BUS ANNOUN/AUDIT	1,245.50	
30233	08/29/08	7,967.01	909	CLASSIC GRAPHICS		21995	OUT RPR REV VEH	4,236.19	
						22036	OUT RPR REV VEH	3,730.82	
30234	08/29/08	11,623.50	001124	CLEAN ENERGY		22006	LNG/FLT	11,623.50	
30235	08/29/08	3,415.18	001316	DEVCO OIL		21994	8/1-8/13 FUEL/FLT	3,415.18	
30236	08/29/08	102.76	085	DIXON & SON TIRE, INC.		22041	TIRES & TUBES	102.76	
30237	08/29/08	100.00	B021	HAGEN, DONALD N.	7	21987	AUG BOARD MTGS	100.00	
30238	08/29/08	180.00	852	LAW OFFICES OF MARIE F. SANG	7	21984	WORKERS COMP CLAIM	180.00	
30239	08/29/08	100.00	B020	NICOL, KIRBY	7	21988	AUG BOARD MTGS	100.00	
30240	08/29/08	1,234.00	001149	PREFERRED PLUMBING, INC.		22005	LEAK REPAIR/RIVER	1,234.00	
30241	08/29/08	50.00	B011	REILLY, EMILY	7	21989	AUG BOARD MTGS	50.00	
30242	08/29/08	50.00	B015	ROTKIN, MIKE	7	21990	AUG BOARD MTGS	50.00	
30243	08/29/08	100.00	B012	SPENCE, PAT	7	21991	AUG BOARD MTGS	100.00	
30244	08/29/08	100.00	B017	STONE, MARK	7	21992	AUG BOARD MTGS	100.00	
30245	08/29/08	33.58	002504	TIFCO INDUSTRIES		22001	PARTS & SUPPLIES	28.21	
						22002	PARTS & SUPPLIES	5.37	
30246	08/29/08	21.76	007	UNITED PARCEL SERVICE		21999	FRT OUT/FLT	21.76	
30247	08/29/08	100.82	434B	VERIZON CALIFORNIA		21981	2 PC CARDS/ADMIN	100.82	
30248	08/29/08	110.94	147	ZEE MEDICAL SERVICE CO.		22000	SAFETY SUPPLIES	110.94	
TOTAL		2,091,470.20		ACCOUNTS PAYABLE			TOTAL CHECKS	384	2,091,470.20

5-2.16

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Allen, Wesley
Date of Incident: 8/07/08

Received: 8/20/08 Claim #: 08-0026
Occurrence Report No.: MISC 08-12

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$ _____ and reject the balance.

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: Aug 29, 2008

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of September 26, 2008.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(Pursuant to Section 910 et Seq., Government Code)

Claim # 08-0026

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

1. Claimant's Name: Westley Allen

Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

2. Address to which notices are to be sent: _____

3. Occurrence: _____

Date: Aug, 7, 2008 Time: 4:30 Place: UCSC

Circumstances of occurrence or transaction giving rise to claim: Bike forgotten on bus. Next day I went to the metro station & they did not have it. I have been repeatedly checking and amassing information ever since.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Black Surly Pacer: cost \$600 dollars (see ebay receipt). This bike was not handled properly, and was lost while in the possession of Metro Santa Cruz. ^{at the bus and fi}

5. Name or names of public employees or employees causing injury, damage, or loss, if known: _____

6. Amount claimed now \$ 600

Estimated amount of future loss, if known \$ 600

TOTAL \$ _____

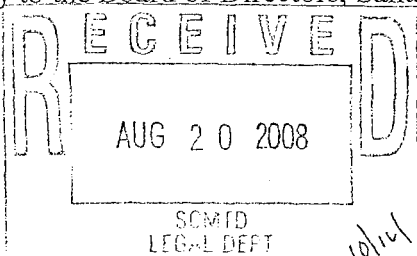
7. Basis of above computations: ebay receipt from May 30, 2008

Westley Allen

CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant)

August 14
~~August 14~~, 2008
DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District



5-3.2



AGENDA

**SEPTEMBER 17, 2008 - 6:00 PM
PACIFIC STATION CONFERENCE ROOM
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA**

- 1. ROLL CALL**
- 2. AGENDA ADDITIONS/DELETIONS**
- 3. ORAL/WRITTEN COMMUNICATION**
- 4. CONSIDERATION OF MINUTES OF JULY 16, 2008**
- 5. RIDERSHIP REPORT FOR APRIL 2008 AND MAY 2008**
- 6. PARACRUZ OPERATIONS STATUS REPORTS FOR APRIL 2008 AND MAY 2008**
- 7. DISCUSSION OF DISCOUNTED BUS PASS PROGRAM POLICY CHANGES**
- 8. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS**
- 9. DISCUSSION OF ADVERTISING MAC MEETING**
- 10. DISTRIBUTION OF MAC VOUCHERS**
- 11. COMMUNICATIONS TO METRO GENERAL MANAGER**
- 12. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
- 13. ITEMS FOR NEXT MEETING AGENDA**
- 14. ADJOURNMENT**

*NEXT MEETING: WEDNESDAY, OCTOBER 15, 2008, AT 6:00 PM
PACIFIC STATION CONFERENCE ROOM*

5-4.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26th, 2008
TO: Board of Directors
FROM: April Warnock, Paratransit Superintendent
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.
- Performance measures for the June 2008 reflect increases in various categories attributed coordination and accommodation of transitional dialysis riders from the Central Coast Alliance for Health brokerage (Alliance).
- ParaCruz Operator costs increased due to the added cost of performing dialysis transitional rides.
- Rides by supplemental providers increased during period due to required rear axle replacements on sixteen (16) minivans.
- Operating Statistics and customer feedback information reported are for the month of June 2008.
- 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.

5-5.1

On April 2nd, 2008, the Alliance notified their customers undergoing Dialysis treatment, that due to budgeting shortages, rides would no longer be provided for persons not meeting the criteria for Title 22 transportation, effective May 2nd, 2008.

ParaCruz coordinated with the Dialysis centers in Santa Cruz County identifying eligible persons and arranging for certification processes to be expedited.

At that time, approximately 26 persons transitioned from the Alliance to ParaCruz. This transition resulted in an increase of weekly trips of approximately 485 from pre-Alliance service requirements (* are categories affected, see Comparative Operating Statistics chart).

During this same period, several ParaCruz minivans were identified through routine inspections of having fatigued rear axles. Safety considerations prompted METRO to remove the affected vans from service and schedule repairs. Additionally, METRO scheduled remaining unaffected vans for preventative maintenance replacement of the rear axles.

METRO removed sixteen (16) vans from service until the axles were replaced. Up to four vans a day were serviced, and over the course of a week, the fleet was repaired and returned to revenue service. The majority of the parts and labor costs were billed in June 2008. (** are categories affected, see chart Comparative Operating Statistics).

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”.

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 2007	June 2008
Total pick ups	6975	7262
Percent in “ready window”	92.90%	94.44%
1 to 5 minutes late	2.82%	.63%
6 to 10 minutes late	1.81%	.43%
11 to 15 minutes late	1.18%	.30%
16 to 20 minutes late	.59%	.11%
21 to 25 minutes late	.36%	.10%
26 to 30 minutes late	.14%	.03%
31 to 35 minutes late	.10%	.04%
36 to 40 minutes late	.06%	.03%
41 or more minutes late (excessively late/missed trips)	.04%	.04%
Total beyond “ready window”	7.10%	5.56%

5-5.2

During the month of June 2008, ParaCruz received seven (7) Service complaints and one (1) compliment. Two (2) of the three (3) valid service complaints were related to late pick-ups, one (1) related to a subcontractor's Operator. Two (2) complaints were not valid. Two (2) complaints were un-verifiable.

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through May.

	June 07	June 08	Fiscal 06-07	Fiscal 07-08
Requested	7257	7858	96,025	94,990
Performed	6975	7262	85,367	87,713
Cancels	15.24%	16.95%	18.64%	17.15%
No Shows	2.09%	*3.22%	2.73%	2.45%
Total miles	46976	46958	586,936	572,750
Av trip miles	5.21	4.87	5.08	5.03
Within ready window	92.90%	94.44%	90.71%	94.17%
Excessively late/missed trips	3	3	122	32
Call center volume	5937	6534	71,382	74,086
Call average seconds to answer	31	26	24	29
Hold times less than 2 minutes	94%	97%	95%	97%
Distinct riders	768	791	1,808	1,798
Most frequent rider	46 rides	56 rides	488 rides	448 rides
Shared rides	62.3%	75.2%	65.7%	67.9%
Passengers per rev hour	2.47	2.22	1.95	2.33
Rides by supplemental providers	11.61%	8.84%	9.64%	14.77%
Vendor cost per ride	\$24.92	\$21.97	\$24.32	\$22.15
ParaCruz driver cost per ride (estimated)	\$26.90	**\$34.15	\$26.25	\$25.31
Rides < 10 miles	80.39%	71.21%	81.86%	71.34%
Rides > 10	19.61%	28.79%	18.14%	28.66%

IV. FINANCIAL CONSIDERATIONS

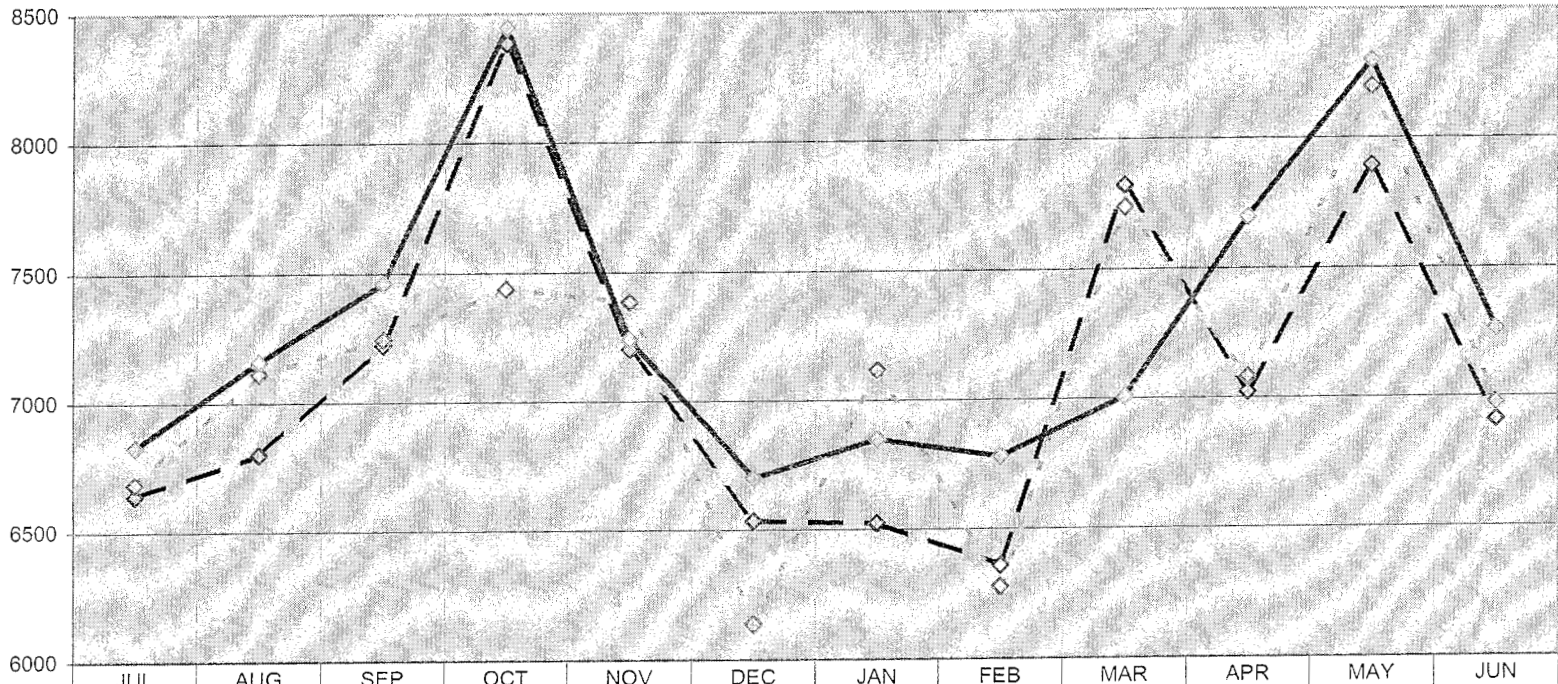
NONE

V. ATTACHMENTS

- Attachment A:** Number of Rides Comparison Chart
- Attachment B:** Shared vs. Total Rides Chart
- Attachment C:** Mileage Comparison Chart
- Attachment D:** Year To Date Mileage Chart
- Attachment E:** Daily Drivers vs. Subcontractor Chart

5-5.4

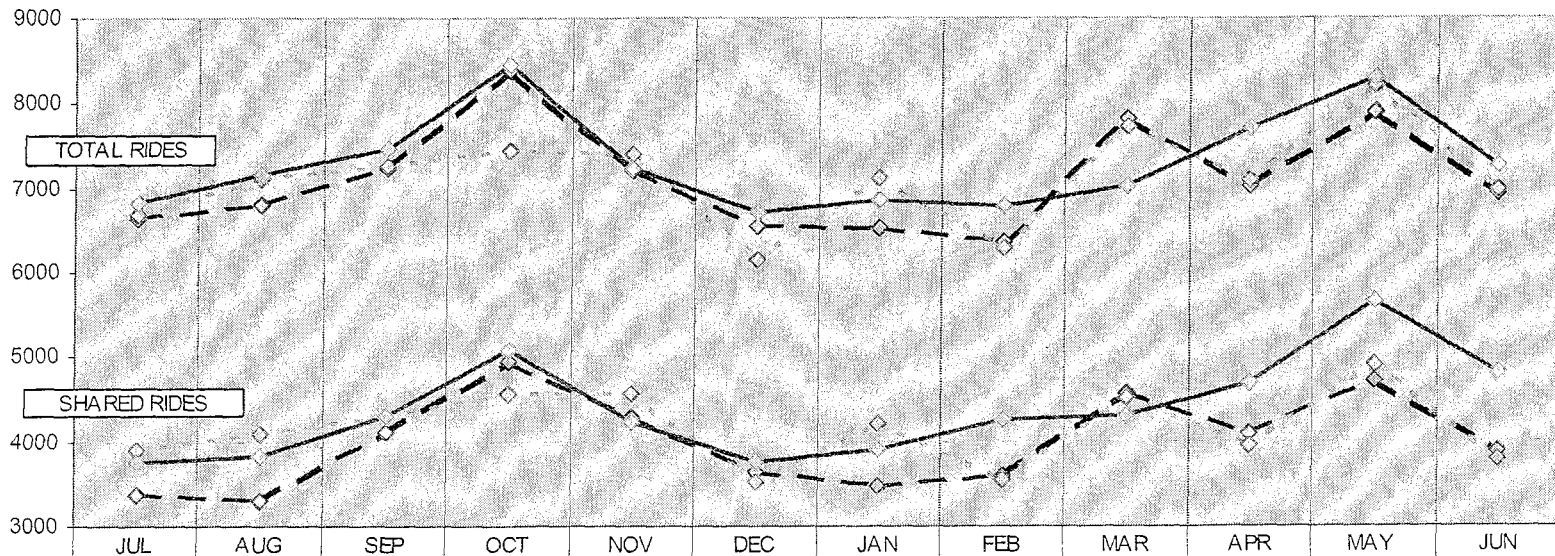
NUMBER OF RIDES COMPARISON



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
—◆— FY 05-06	6638	6797	7220	8384	7200	6533	6523	6360	7819	7019	7892	6910
-◆- FY 06-07	6683	7110	7241	7437	7384	6136	7113	6277	7735	7077	8199	6975
◆— FY 07-08	6826	7157	7462	8447	7237	6699	6847	6777	7005	7695	8299	7262

5-5.01

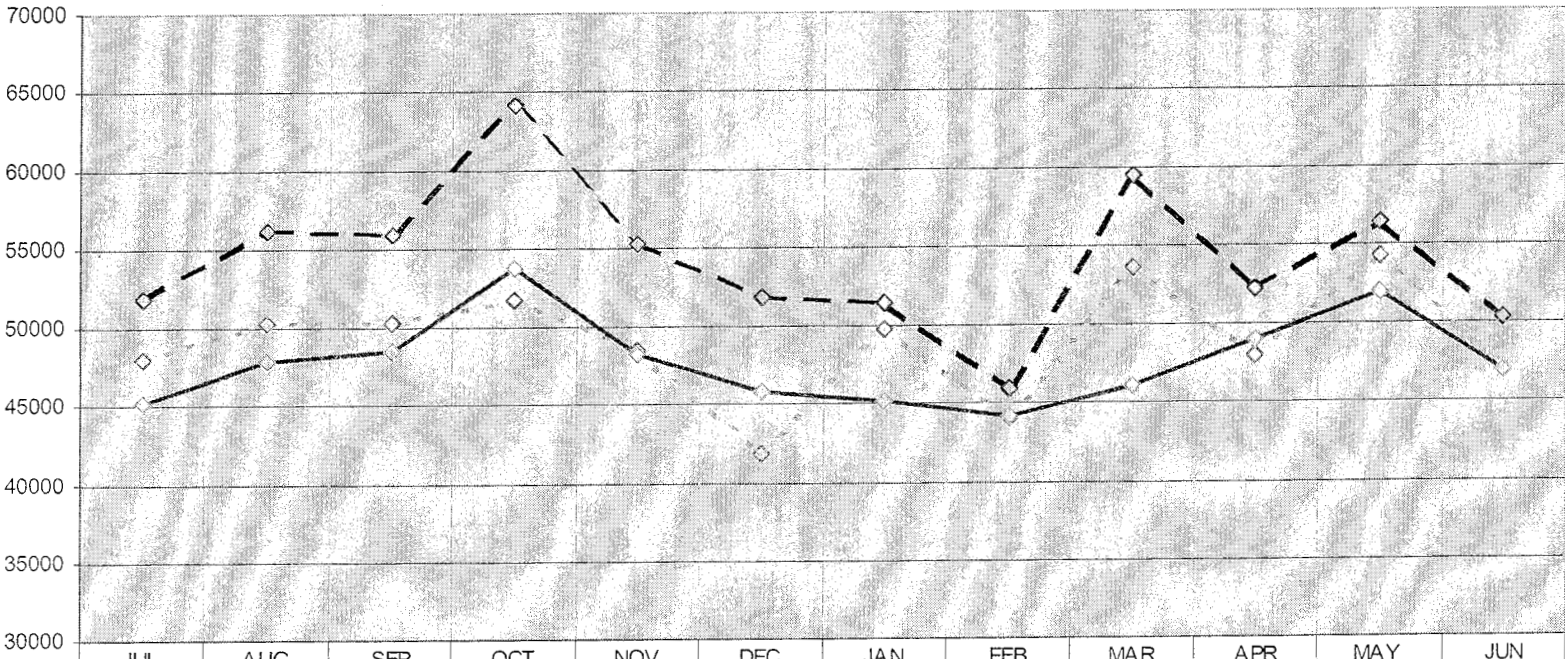
SHARED VS TOTAL RIDES



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
—◆— FY 05-06	6638	6797	7220	8384	7200	6533	6523	6360	7819	7019	7892	6910
-◆- FY 06-07	6683	7110	7241	7437	7384	6136	7113	6277	7735	7077	8199	6975
—◆— FY 07-08	6826	7157	7462	8447	7237	6699	6847	6777	7005	7695	8299	7262
—◆— FY 05-06	3380	3310	4106	4945	4265	3649	3482	3590	4548	4080	4708	3869
-◆- FY 06-07	3908	4095	4305	4567	4563	3524	4207	3537	4504	3939	4878	3769
—◆— FY 07-08	3762	3823	4305	5077	4240	3745	3890	4242	4296	4668	5645	4803

5-5.61

MILEAGE COMPARISON

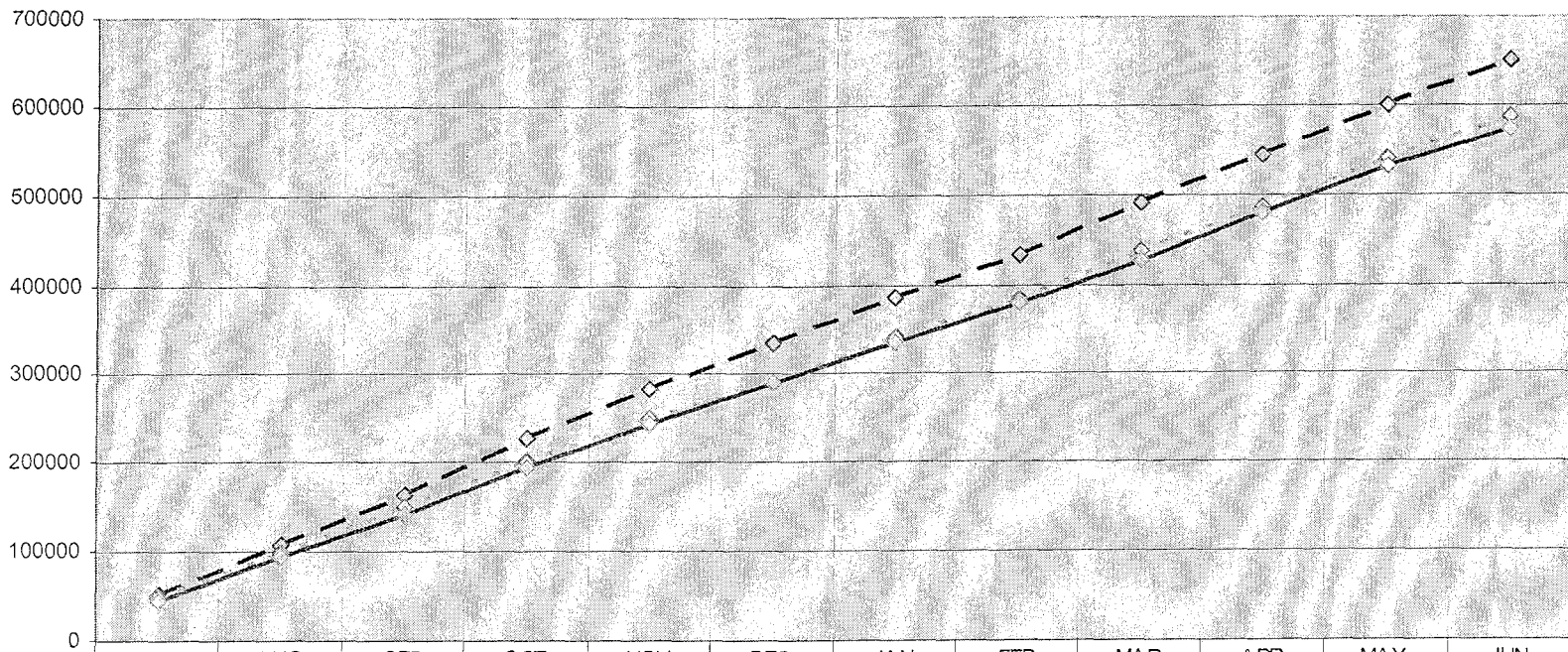


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
—◆— FY 05-06	51744	56074	55890	64163	55201	51844	51347	45879	59382	52181	56404	50270
- -◆- - FY 06-07	47981	50232	50255	51677	48456	41828	49776	43976	53534	47989	54255	46976
—◆— FY 07-08	45123	47780	48487	53636	48186	45805	45200	44106	46046	48975	51961	46958

5-5.01

Attachment C

YEAR TO DATE MILEAGE COMPARISON

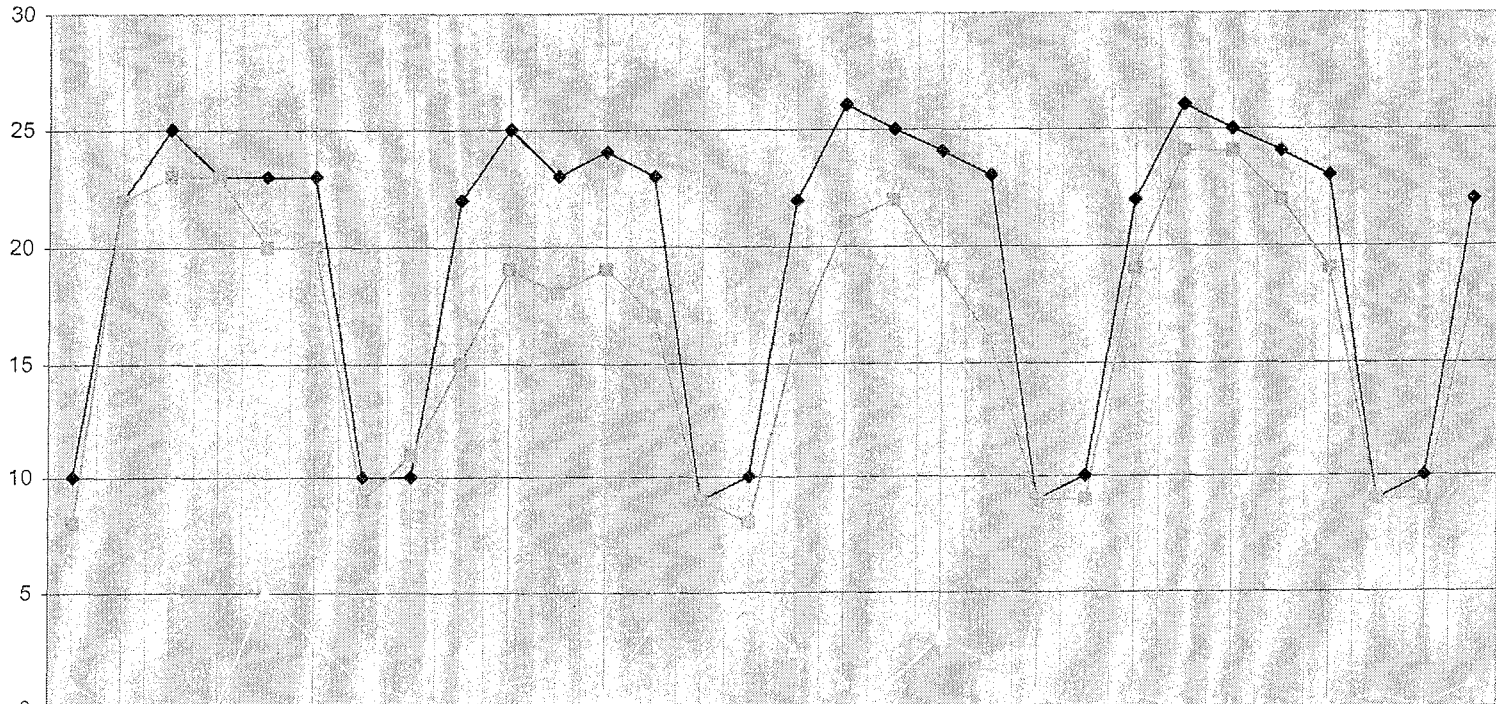


	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
—○— FY 05-06	51744	107818	163708	227871	283072	334916	386263	432142	491524	543705	600109	650379
- -○- - FY 06-07	47981	98213	148468	200145	248601	290429	340205	384181	437715	485704	539959	586935
—○— FY 07-08	45123	92903	141390	195026	243212	289017	334217	378323	424761	478831	530792	572750

5-5.d1

Attachment D

DAILY DRIVER vs. SUBCON



	6/1	6/2	6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11	6/12	6/13	6/14	6/15	6/16	6/17	6/18	6/19	6/20	6/21	6/22	6/23	6/24	6/25	6/26	6/27	6/28	6/29	6/30
◆ #PC SCHEDULE	10	22	25	23	23	23	10	10	22	25	23	24	23	9	10	22	26	25	24	23	9	10	22	26	25	24	23	9	10	22
■ #PC ACTUAL	8	22	23	23	20	20	9	11	15	19	18	19	17	9	8	16	21	22	19	16	9	9	19	24	24	22	19	9	9	18
▲ #SUBCON	1.0	0.0	0.0	0.0	5.0	3.0	1.0	0.5	0.0	1.0	1.5	0.5	3.5	2.0	4.5	2.5	1.0	1.0	3.0	2.0	0.5	0.0	0.5	0.0	0.0	0.0	0.0	0.5	0.0	1.0

5-5.e1

Attachment E

**Santa Cruz METRO
June 2008 Ridership Report**

ROUTE	Miles	Hours	Revenue	UC Student	UC Staff Faculty	Cabrillo	Full Fare	Tickets	Cash S/D Riders	S/D Day Pass	S/D Day Pass	Passes/ Free Rides	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike
10	5,193.65	435.08	\$1,844.22	15,063	2,169	69	1,031	57	79	15	7	1,175	5	19,670	3.79	45.21	17	1003
13	989.28	84.60	\$272.61	4,389	363	16	158	7	9	0	3	218	0	5,163	5.22	61.03	1	192
15	3,420.44	287.32	\$980.80	15,964	862	76	554	25	33	7	1	643	2	18,167	5.31	63.23	7	945
16	12,122.07	983.51	\$6,053.66	44,451	3,911	320	3,392	103	194	44	33	3,544	17	56,009	4.62	56.95	18	2356
19	4,648.75	343.08	\$1,871.26	12,978	1,191	90	1,020	41	87	16	19	1,439	0	16,881	3.63	49.20	10	754
3	2,386.02	172.89	\$1,632.57	326	162	82	695	61	133	42	70	1,320	113	3,004	1.26	17.38	11	84
4	1,485.86	153.99	\$1,174.91	98	61	65	430	467	288	14	31	3,845	4	5,303	3.57	34.44	38	162
7	1,088.89	97.54	\$394.99	65	25	24	140	56	46	11	26	868	0	1,261	1.16	12.93	6	5
9	455.32	24.15	\$83.35	10	12	2	42	6	6	2	1	202	0	283	0.62	11.72	1	3
12A	118.48	8.55	\$17.19	270	70	2	8	5	1	0	1	21	0	378	3.19	44.21	0	23
20	5,937.10	395.67	\$2,220.45	10,742	944	113	1,220	116	107	18	20	1,776	150	15,206	2.56	38.43	11	624
27	632.52	54.00	\$100.83	1,469	148	3	52	2	6	3	0	13	0	1,696	2.68	31.41	0	99
31	2,238.22	115.14	\$1,003.59	54	95	77	552	37	25	14	1	970	1	1,826	0.82	15.86	16	120
32	750.58	44.46	\$231.67	14	7	11	138	9	1	0	0	133	0	313	0.42	7.04	2	8
33	224.37	10.35	\$78.10	1	6	0	43	10	1	0	1	73	0	135	0.60	13.04	0	0
34	125.64	7.95	\$92.06	4	0	2	56	2	1	0	0	62	0	127	1.01	15.97	1	0
35	37,610.26	1,865.20	\$30,642.76	1,137	506	708	16,742	910	1,303	348	189	20,743	27	42,613	1.13	22.60	83	2579
40	2,453.94	99.69	\$1,380.70	51	33	9	716	16	74	32	15	462	1	1,409	0.57	14.13	0	108
41	2,985.08	124.58	\$946.56	318	150	41	561	25	40	1	4	425	25	1,590	0.53	12.76	0	157
42	3,341.08	124.01	\$796.41	148	19	33	453	28	56	1	3	425	11	1,177	0.35	9.49	0	125
53	1,157.26	81.76	\$469.89	5	11	29	201	14	84	12	9	490	0	855	0.74	10.46	24	28
54	2,059.83	119.49	\$459.98	21	9	73	233	22	47	9	1	441	0	856	0.42	7.16	4	33
55	2,832.06	192.51	\$1,315.97	24	22	487	668	49	150	13	18	1,508	0	2,939	1.04	15.27	63	81
56	2,211.09	97.65	\$561.44	1	1	164	261	49	37	19	4	506	0	1,042	0.47	10.67	13	43
66	6,520.26	562.11	\$10,048.02	690	384	336	5,299	474	672	133	69	8,083	4	16,144	2.48	28.72	132	569
68	4,991.87	410.63	\$6,030.95	689	263	199	3,174	221	357	98	39	5,280	7	10,327	2.07	25.15	65	370
68N	1,852.50	132.99	\$1,560.24	269	55	58	937	44	59	0	0	1,297	0	2,719	1.47	20.45	14	135
69	3,485.19	315.00	\$6,195.67	663	351	214	3,364	251	361	63	37	4,514	15	9,853	2.83	31.28	65	404
69A	14,531.81	781.44	\$18,925.19	713	481	369	10,478	1,068	1,264	157	111	9,302	10	23,953	1.65	30.65	255	828
69N	1,713.04	137.49	\$1,633.17	240	82	136	965	34	55	0	0	1,068	2	2,582	1.51	18.78	23	159
69W	14,111.39	786.37	\$18,680.45	974	485	1,793	10,489	716	1,035	141	89	10,472	23	26,217	1.86	33.34	172	997
70	719.53	59.17	\$761.06	59	36	468	429	31	46	2	5	641	3	1,720	2.39	29.07	9	53
71	48,745.92	2,790.73	\$57,466.81	1,692	1,558	4,693	31,684	2,726	3,635	403	348	28,797	80	75,616	1.55	27.10	323	3828
72	5,485.20	265.24	\$3,703.14	8	32	114	1,909	102	359	38	67	1,441	0	4,070	0.74	15.34	22	97
74	3,402.08	197.76	\$3,167.12	10	42	57	1,767	134	264	13	21	826	0	3,134	0.92	15.85	24	30
75	6,594.18	397.50	\$9,673.80	20	48	143	5,250	254	913	78	60	2,577	0	9,343	1.42	23.50	82	184
76	1,892.23	99.75	\$865.12	2	6	5	437	39	119	9	7	431	0	1,055	0.56	10.58	4	30
79	1,641.07	95.82	\$1,526.37	6	14	42	669	66	267	27	40	693	0	1,824	1.11	19.04	56	9
91	2,122.56	87.85	\$3,266.48	103	169	500	1,655	263	127	98	23	1,980	9	4,927	2.32	56.08	13	307
UC Supp.	722.05	45.21	\$37.05	1,300	81	1	18	1	1	0	0	28	1	1,431	1.96	31.65	0	38
Night Owl	786.05	62.88	\$258.35	2,341	37	11	153	2	3	0	0	61	0	2,608	3.32	41.48	0	89
TOTAL	215,784.72	13,171.11	\$198,439.95	117,388	14,901	11,636	108,068	9,762	12,348	1,882	1,373	118,894	510	396,762	1.84	30.12	2,669	17,670
ROUTE			REVENUE	VTA/SC		ECO	Full		S/D	17	Passes/			RIDERSHIP	Passengers	Passengers		
17	43,937.19	1,425.06	\$49,225.46	43	93	262	9,531	1,262	1,637	128	11,102			24,058	0.55	16.88	98	1,870

June Ridership	420,820
June Revenue	\$247,665

5-6.1

**Santa Cruz METRO
June 2007 Ridership Report**

ROUTE	REVENUE	RIDERSHIP	UC		UC Staff		S/D		S/D		Passes/	
			Student	Faculty	Day Pass	Riders	W/C	Day Pass	Cabrillo	Bike	Free Rides	
10	\$ 1,753.57	19,789	15,095	2,295	14	55	20	6	34	816	1,240	
13	\$ 216.44	5,439	4,756	341	1	3	-	-	1	157	202	
15	\$ 944.20	18,148	15,854	1,011	6	32	7	-	12	598	665	
16	\$ 6,419.53	56,048	44,296	3,982	56	193	29	20	77	2,180	3,663	
19	\$ 1,957.36	18,090	14,099	1,200	17	115	7	28	25	669	1,499	
3	\$ 1,604.91	3,093	263	163	31	146	15	34	27	79	1,498	
4	\$ 1,124.04	4,461	175	74	11	220	39	37	40	86	3,062	
7	\$ 401.13	1,187	20	38	4	85	4	14	2	11	834	
9	\$ 129.83	250	10	20	4	20	-	1	1	-	127	
12A	\$ 39.81	419	279	72	1	1	-	-	-	25	45	
20	\$ 2,317.41	14,375	10,041	1,056	26	146	15	10	35	601	1,621	
31	\$ 1,151.29	1,580	56	69	14	23	1	3	15	67	670	
32	\$ 232.02	313	8	10	1	9	-	-	5	9	139	
33	\$ 159.20	211	1	2	-	-	-	-	-	1	90	
34	\$ 109.74	114	-	-	-	-	-	-	-	-	48	
35	\$ 29,351.15	40,122	761	506	316	1,271	16	195	367	2,145	19,827	
40	\$ 1,256.31	1,365	30	28	27	46	-	12	2	112	559	
41	\$ 1,026.73	1,410	130	81	19	30	-	2	10	176	544	
42	\$ 882.96	1,293	158	35	2	63	-	5	7	187	496	
53	\$ 582.71	919	3	10	7	78	40	7	7	9	495	
54	\$ 573.19	810	8	3	4	65	9	3	24	40	396	
55	\$ 1,390.69	2,759	30	24	19	115	51	25	266	55	1,564	
56	\$ 486.54	912	7	6	9	34	10	9	69	43	476	
66	\$ 11,189.76	16,217	857	335	155	740	148	69	129	383	7,424	
68	\$ 6,505.17	10,964	772	330	94	350	66	43	98	225	5,502	
68N	\$ 1,711.34	2,472	210	62	-	46	7	-	14	86	1,067	
69	\$ 6,226.00	10,019	742	393	80	388	80	50	106	328	4,601	
69A	\$ 19,162.56	23,965	658	582	194	1,180	232	118	207	797	9,560	
69N	\$ 1,689.28	3,044	254	88	1	62	30	-	84	137	1,468	
69W	\$ 18,873.31	25,168	809	523	192	1,040	157	99	1,098	1,016	10,255	
70	\$ 175.05	395	12	9	3	13	1	2	67	10	195	
71	\$ 57,458.79	72,243	1,573	1,224	428	3,508	446	284	2,882	3,371	27,829	
72	\$ 3,990.85	4,058	12	20	47	326	21	19	79	73	1,290	
74	\$ 3,061.42	3,051	14	18	20	226	24	23	27	23	938	
75	\$ 8,965.05	8,720	20	53	77	801	35	66	89	208	2,484	
76	\$ 969.63	975	2	9	11	95	7	12	3	6	337	
79	\$ 1,413.11	1,741	6	15	31	138	82	60	44	13	774	
88	\$ -	-	-	-	-	-	-	-	-	-	-	
91	\$ 3,211.31	4,192	84	164	93	108	9	26	208	269	1,563	
UC Supplemental	\$ 143.57	3,259	2,937	139	1	10	2	-	-	93	95	
Unknown	\$ -	-	-	-	-	-	-	-	-	-	-	
TOTAL	\$ 198,856.96	383,590	115,042	14,990	2,016	11,781	1,610	1,282	6,161	15,114	115,142	

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	17 CalTrain Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass	
17	\$ 38,810.76	18,937	43	37	83	1,405	49	5,184	167	1,436	8,796

RIDERSHIP	
Night Owl	2,946
	-
TOTAL	2,946

June Ridership	405,473
June Revenue	\$ 238,049.19

5-6.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JUNE 2008

BUS #	DATE	DAY	REASON
9822LF	4-Jun	Wednesday	Ramp will not deploy unless you help it up
9822LF	6-Jun	Friday	W/C ramp won't lift
9822LF	10-Jun	Tuesday	W/C ramp won't lift
8077F	12-Jun	Thursday	Kneel does not stay down
8075F	12-Jun	Thursday	Kneel does not stay down (when engaged)
2205CG	12-Jun	Thursday	Kneel won't go down until long delay
2231CN	18-Jun	Wednesday	Screw missing on wheel chair ramp area causing tripping hazard.
9828LF	18-Jun	Wednesday	Kneel switch cover missing
9838G	19-Jun	Thursday	Lift ramp does not work.
9807LF	22-Jun	Sunday	The kneel ramp beep is very loud.
9822LF	27-Jun	Friday	Deploy switch for ramp doesn't always work.

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.

5-6.3

BUS OPERATOR LIFT TEST *PULL-OUT*

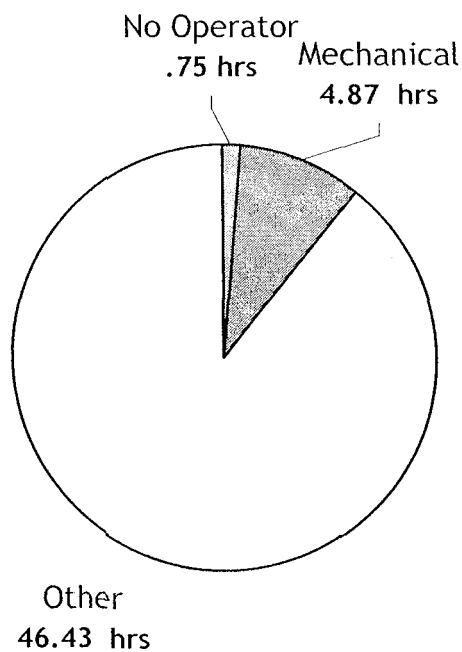
	A	B	C	D	E	F	
VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	2	5	1	4	1	100%
FLYER/LOW FLOOR - 40'	12	1	11	8	3	8	100%
FLYER/LOW FLOOR - 35'	18	4	14	12	2	12	100%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

5-6.4

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	9.00	191.05
October	STRIKE	STRIKE	37.52	540.19	9.52	122.24
November	113.77	1,780.56	37.55	477.48	3.32	45.89
December	95.61	1,659.66	6.08	143.84	18.97	241.87
January	16.52	286.31	12.24	188.23	49.20	453.86
February	39.22	579.38	13.07	88.59	53.53	717.31
March	21.38	380.68	7.13	133.30	22.50	315.63
April	62.57	986.08	4.85	43.67	40.75	586.55
May	33.47	551.00	16.00	241.42	16.40	246.82
June	20.20	267.47	62.19	802.29	52.05	882.35
TOTAL	757.62	12,403.50	227.95	3,193.06	285.70	4,004.99

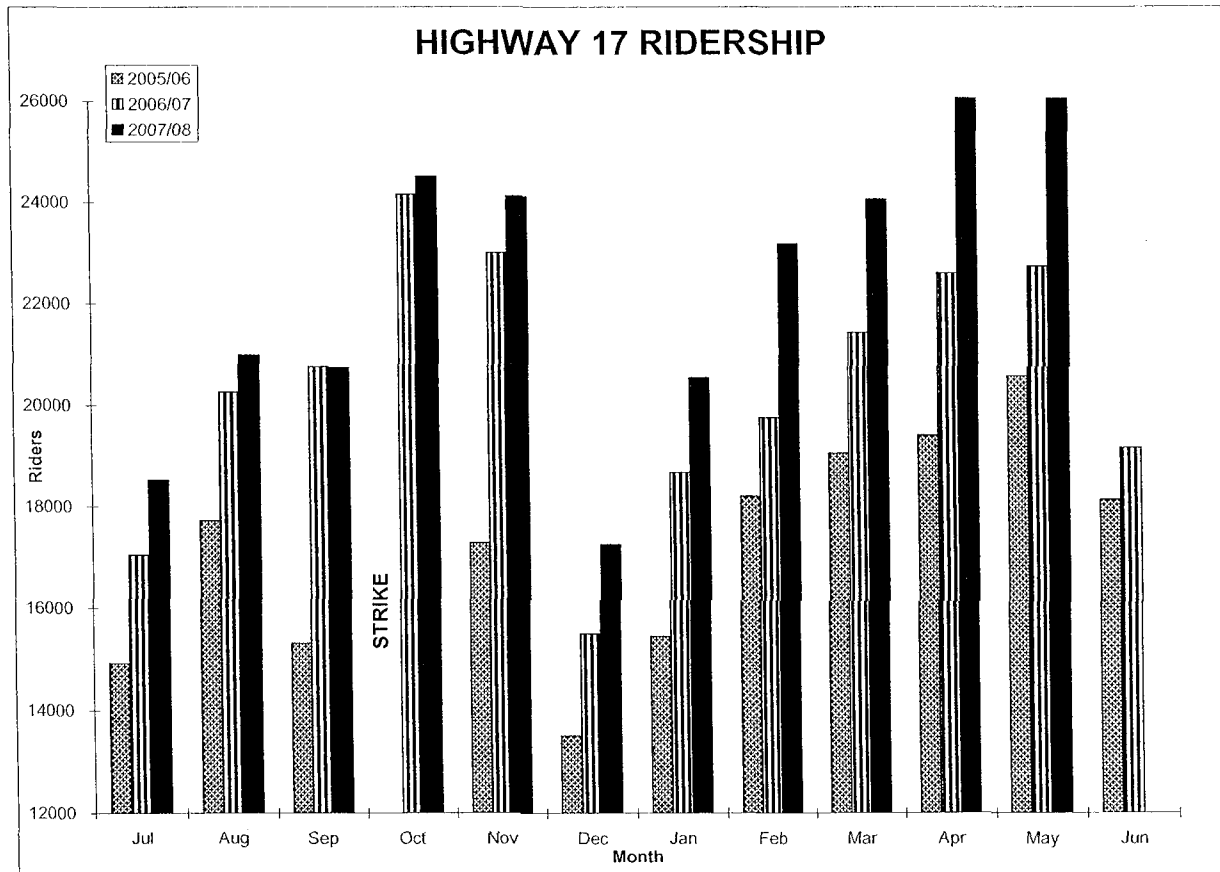
Dropped Service Breakdown for June 2008



5-6.5

HIGHWAY 17 - MAY 2008

	MAY			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 148,028	\$ 139,203	6.3%	\$1,576,682	\$1,478,110	6.7%
Farebox	\$ 87,807	\$ 75,147	16.8%	\$ 819,285	\$ 756,392	8.3%
Operating Deficit	\$ 48,518	\$ 61,643	(21.3%)	\$ 628,859	\$ 651,625	(3.5%)
Santa Clara Subsidy	\$ 24,259	\$ 30,821	(21.3%)	\$ 314,429	\$ 325,812	(3.5%)
METRO Subsidy	\$ 24,259	\$ 30,821	(21.3%)	\$ 314,429	\$ 325,812	(3.5%)
San Jose State Subsidy	\$ 1,646	\$ 2,414	(31.8%)	\$ 19,275	\$ 19,328	(0.3%)
AMTRAK Subsidy	\$ 10,057	\$ -		\$ 109,262	\$ 50,765	115.2%
STATISTICS						
Passengers	26,171	22,728	15.1%	246,221	225,876	9.0%
Revenue Miles	41,271	42,343	(2.5%)	454,173	451,423	0.6%
Revenue Hours	1,548	1,588	(2.5%)	17,031	16,929	0.6%
Passengers/Day	844	733	15.1%	733	674	8.7%
Passengers/Weekday	1,002	867	15.5%	864	820	5.3%
Passengers/Weekend	514	406	26.7%	432	345	24.9%
PRODUCTIVITY						
Cost/Passenger	\$ 5.66	\$ 6.12	(7.7%)	\$6.40	\$6.54	(2.1%)
Revenue/Passenger	\$ 3.36	\$ 3.31	1.5%	\$3.33	\$3.35	(0.6%)
Subsidy/Passenger	\$ 1.92	\$ 2.82	(32.0%)	\$2.63	\$2.97	(11.4%)
Passengers/Mile	0.63	0.54	18.1%	0.54	0.50	8.3%
Passengers/Hour	16.91	14.32	18.1%	14.46	13.34	8.4%
Recovery Ratio	59.3%	54.0%	9.9%	52.0%	51.2%	1.5%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
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

- UCSC Spring service ended on June 12, 2008.
- Overall UCSC trips for July 2008 increased by 5.3% versus July 2007.
- Student trips for July 2008 increased by 15.3% versus July 2007.
- Faculty/staff trips for July 2008 decreased by (15.5%) versus July 2007.
- Revenue received from UCSC for July 2008 was \$64,875 versus \$48,944 for July 2007, an increase of 32.5%.

III. DISCUSSION

Despite the weeklong strike by AFSCME, overall ridership and revenue was up over July of 2007. Also this year TAPS has sponsored experimental supplemental service for summer school students. That service averaged 132 students per day in July.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- Attachment A:** UCSC Ridership Chart for July 2008
Attachment B: UCSC Student Billable Trips
Attachment C: UCSC Faculty / Staff Billable Trips

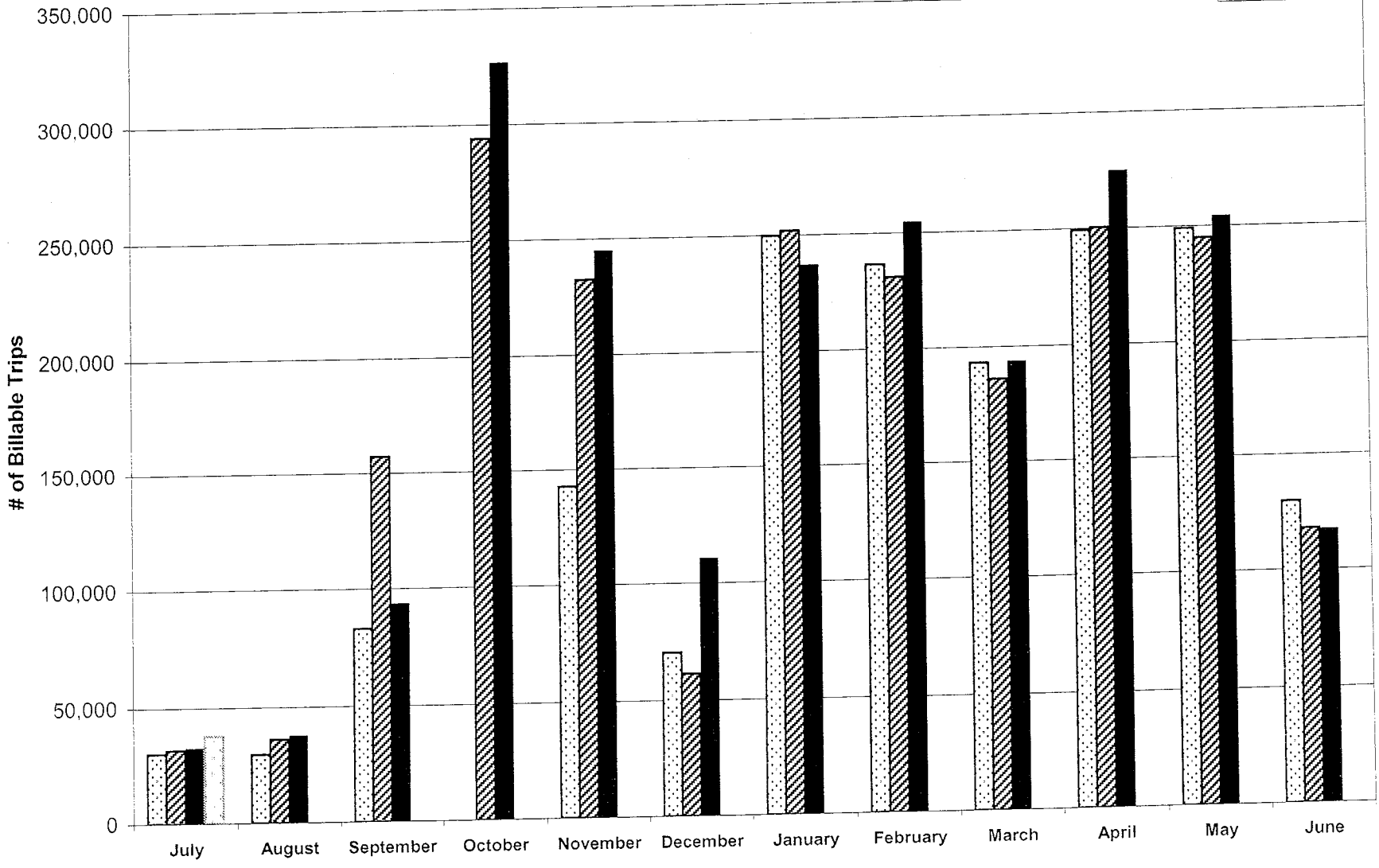
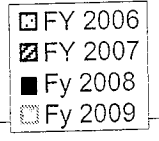
5-8.1

July 2008	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School-Term Day			Average Faculty/Staff Ridership <i>Per Weekday</i>		
	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%	FY 2008	FY 2007	%
Regular Service	35,205	32,666	7.8%	12,818	15,702	-18.4%	-	-	-	529.5	675.6	-21.6%
Summer Supplemental	2,457	-	-	448	-	-	-	-	-	20.4	-	-
TOTAL	37,662	32,666	15.3%	13,266	15,702	-15.5%	-	-	-	549.9	675.6	-18.6%

5-8.a1

Attachment A

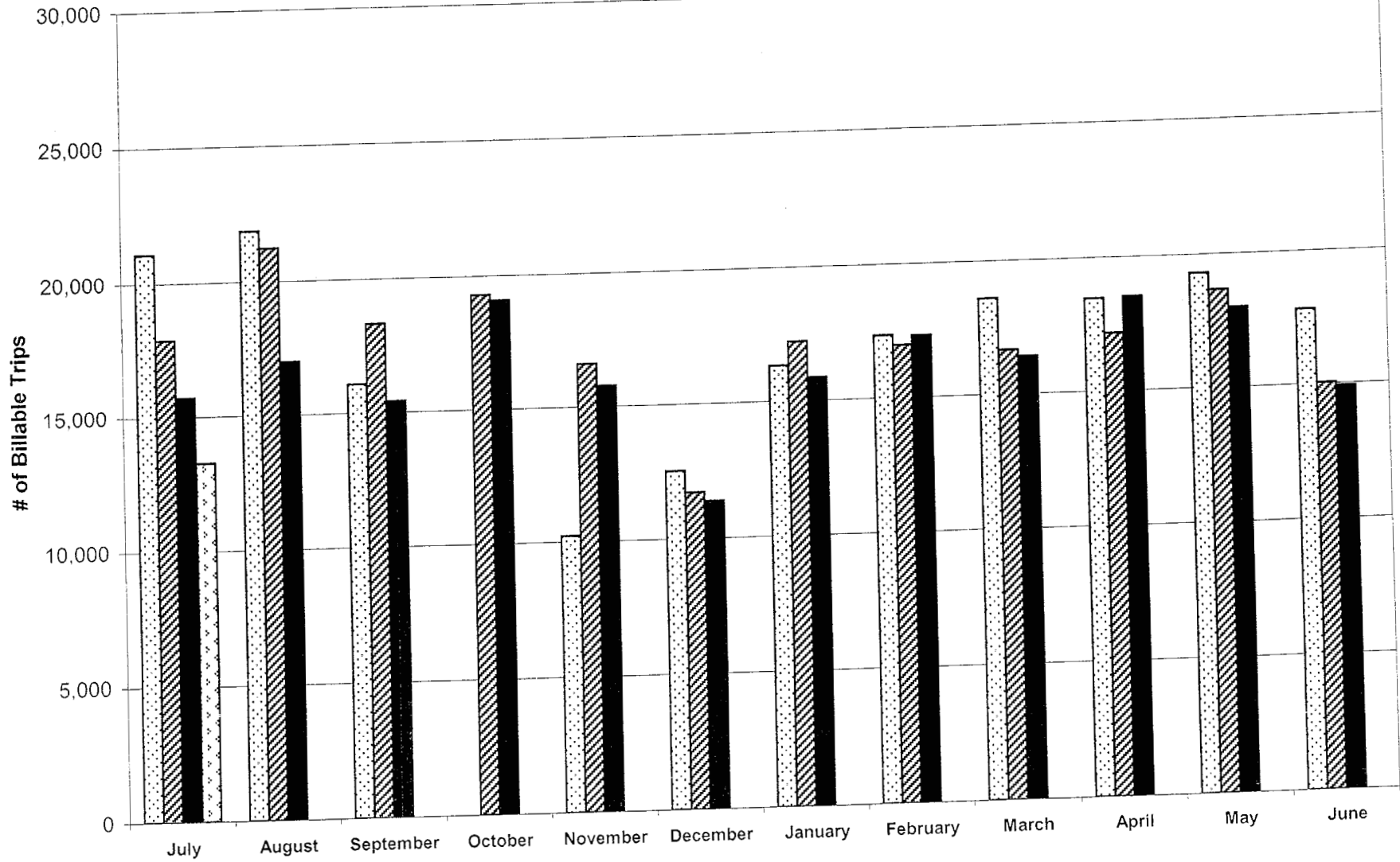
UCSC Student Billable Trips



5-8.61

UCSC Faculty Staff Billable Trips

FY 2006
FY 2007
FY 2008
Fy 2009



5-8.01

Attachment C

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF CONTRACT RENEWAL FOR EMPLOYEE DENTAL INSURANCE WITH DELTA DENTAL

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract for employee dental insurance for an additional two-year period with Delta Dental.

II. SUMMARY OF ISSUES

- The contract for employee dental insurance will expire on December 31, 2008.
- Delta Dental was contacted through Alliant Insurance Services (the District's insurance broker for this contract) about a renewal of the contract and what rates would apply to the next contract period.
- Delta Dental has offered a two-year contract renewal with a 2.53% rate increase over a two year period.
- District staff is recommending that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract for an additional two-year period with Delta Dental to provide employee dental insurance with a rate increase of 2.53% over this two-year extension period.

III. DISCUSSION

The District provides dental insurance coverage for its employees. The current contract will expire on December 31, 2008. District's insurance broker for this contract (Alliant Insurance Services) was contacted and a new rate was negotiated with Delta Dental for a rate increase of 2.53% for a two-year contract period.

The three-tier monthly rates offered for the new contract period by Delta Dental are as follows: Employee only - \$53.01; Employee plus one dependent - \$94.77; Employee plus two or more dependents - \$163.32.

5-9.1

District staff recommends that the Board authorize the General Manager to execute a two-year contract extension with Delta Dental of California for employee dental insurance coverage. The two-year cost for this contract is estimated at \$1,032,052.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budget.

V. ATTACHMENTS

Attachment A: Renewal Proposal Submitted by Alliant Insurance Services



DRIVER SPECIALTY GROUP

Santa Cruz Metropolitan Transit District

Renewal Discussion

2009 Plan Year

Friday, July 25, 2008

5-9.91

Attachment A

TABLE OF CONTENTS

Section I:	2008 Renewal History and Recap
Section II:	2009 Renewal Summary and Underwriting Considerations
Section III:	Dental Renewal Discussion
Section IV:	Long Term Disability Renewal Discussion

5-9.02

SCMTD

SECTION I: 2008 Renewal History and Recap

Renewal Period: January 1, 2008 – December 31, 2008

Dental – Delta Dental

- Delta Dental initially proposed a renewal of 10.2% over current.
- Alliant negotiated the renewal to a final increase of 6.66%.
- Renewed with Delta Dental with no plan changes.
- Accepted enhanced benefit for pregnant women and coverage for dental implants at no charge.

Long Term Disability – Assurant

- Renewed the LTD at a rate pass with no plan changes.

5-9.a3

SCMTD

SECTION I: Prior Year Financial Overview

RENEWAL OVERVIEW

January 1, 2008 - December 31, 2008

LINES OF COVERAGE	Current	Renewal	% Δ	Final Renewal	% Δ
Dental DPO	Delta Dental \$463,526	Delta Dental \$510,861	10.2%	Delta Dental \$494,403	6.7%
Long Term Disability (All Classes)	Assurant \$202,076	Assurant \$202,076	0.0%	Assurant \$202,076	0.0%
TOTAL ANNUAL PREMIUM	\$665,602	\$712,937		\$696,479	
ANNUAL DOLLAR CHANGE				\$30,877	
ANNUAL PERCENT CHANGE				4.6%	

5-9.94

SCMTD

SECTION II: 2009 Financial Overview

RENEWAL OVERVIEW					
January 1, 2009 - December 31, 2009					
LINES OF COVERAGE	Current	Renewal	% Δ	Negotiated Renewal	% Δ
Dental DPO	<i>Delta Dental</i> \$503,286	<i>Delta Dental</i> \$516,026	2.5%	<i>Delta Dental</i> \$516,026	2.5%
Long Term Disability (All Classes)	<i>Assurant</i> \$209,162	<i>Assurant</i> \$216,807	3.7%	<i>Assurant</i> \$211,455	1.1%
TOTAL ANNUAL PREMIUM	\$712,448	\$732,832		\$727,481	
ANNUAL DOLLAR CHANGE		\$20,384		\$15,033	
ANNUAL PERCENT CHANGE		2.9%		2.1%	

5-9.95

SCMTD

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: **CONSIDERATION OF CONTRACT RENEWAL FOR EMPLOYEE
LONG TERM DISABILITY INSURANCE WITH ASSURANT**

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract for employee long term disability insurance for an additional two-year period with Assurant.

II. SUMMARY OF ISSUES

- The contract for employee long term disability insurance will expire on December 31, 2008.
- Assurant was contacted through Alliant Insurance Services (the District's insurance broker for this contract) about a renewal of the contract and what rates would apply to the next contract period.
- Assurant has offered a two-year contract renewal without a rate increase over a two year period.
- District staff is recommending that the Board of Directors authorize the General Manager to execute a contract amendment to extend the contract for an additional two-year period with Assurant to provide employee long term disability insurance without a rate increase over the two-year extension period.

III. DISCUSSION

The District provides long term disability insurance coverage for its employees. The current contract will expire on December 31, 2008. District's insurance broker for this contract (Alliant Insurance Services) was contacted and a new rate was negotiated with Assurant without a rate increase over the two-year extension period.

The current rate per \$100 will be \$1.54 based on an insurance volume of \$664,370.

District staff recommends that the Board authorize the General Manager to execute a two-year contract extension with Assurant for employee long term disability insurance coverage without a

5-10.1

rate increase over the two-year extension period. The two-year cost for this contract is estimated at \$245,552.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budget.

V. ATTACHMENTS

Attachment A: Renewal Proposal Submitted by Alliant Insurance Services



DRIVER SPECIALTY GROUP

Santa Cruz Metropolitan Transit District

Renewal Discussion

2009 Plan Year

Friday, July 25, 2008

5-10.01

Attachment A

TABLE OF CONTENTS

Section I:	2008 Renewal History and Recap
Section II:	2009 Renewal Summary and Underwriting Considerations
Section III:	Dental Renewal Discussion
Section IV:	Long Term Disability Renewal Discussion

5-10.22

SCMTD

SECTION I: 2008 Renewal History and Recap

Renewal Period: January 1, 2008 – December 31, 2008

Dental – Delta Dental

- Delta Dental initially proposed a renewal of 10.2% over current.
- Alliant negotiated the renewal to a final increase of 6.66%.
- Renewed with Delta Dental with no plan changes.
- Accepted enhanced benefit for pregnant women and coverage for dental implants at no charge.

Long Term Disability – Assurant

- Renewed the LTD at a rate pass with no plan changes.

5-10.93

SCMTD

SECTION I: Prior Year Financial Overview

RENEWAL OVERVIEW

January 1, 2008 - December 31, 2008

LINES OF COVERAGE	Current	Renewal	% Δ	Final Renewal	% Δ
Dental DPO	<i>Delta Dental</i> \$463,526	<i>Delta Dental</i> \$510,861	10.2%	<i>Delta Dental</i> \$494,403	6.7%
Long Term Disability (All Classes)	<i>Assurant</i> \$202,076	<i>Assurant</i> \$202,076	0.0%	<i>Assurant</i> \$202,076	0.0%
TOTAL ANNUAL PREMIUM	\$665,602	\$712,937		\$696,479	
ANNUAL DOLLAR CHANGE		\$47,335		\$30,877	
ANNUAL PERCENT CHANGE		7.1%		4.6%	

5-10.94

SCMTD

SECTION II: 2009 Financial Overview

RENEWAL OVERVIEW January 1, 2009 - December 31, 2009

LINES OF COVERAGE	Current	Renewal	% Δ	Negotiated Renewal	% Δ
	Dental DPO	<i>Delta Dental</i> \$503,286	<i>Delta Dental</i> \$516,026	2.5%	<i>Delta Dental</i> \$516,026
Long Term Disability (All Classes)	<i>Assurant</i> \$209,162	<i>Assurant</i> \$216,807	3.7%	<i>Assurant</i> \$211,455	1.1%
TOTAL ANNUAL PREMIUM	\$712,448	\$732,832		\$727,481	
ANNUAL DOLLAR CHANGE		\$20,384		\$15,033	
ANNUAL PERCENT CHANGE		2.9%		2.1%	

5-10.95

SCMTD

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Mark Dorfman, Assistant General Manager
SUBJECT: CONSIDERATION OF FIXED-ROUTE RIDERSHIP REPORT FOR FY 2008

I. RECOMMENDED ACTION

Staff recommends Board consideration fixed-route ridership report for FY 2008

II. SUMMARY OF ISSUES

- Local fixed-route ridership for FY 2008 increased by 3.2% over FY 2007.
- Highway 17 ridership for FY 2008 increased by 10.6% over FY 2007.
- Revenue from the farebox for FY 2008 was \$5,912,922 versus \$5,714,267 for FY 2007, an increase of 3.5%.
- UCSC ridership increase 3.0% over FY 2007.
- Cabrillo ridership increased 15% over FY 2007.

III. DISCUSSION

As a result of the completion of the Short Range Transit Plan, staff has begun in track some of the suggested performance measure suggested by the consultant. This report is intended to be the first periodic report of fixed-route performance.

System wide ridership (including Highway 17 and Local Fixed-Route) increased by 3.5%. Routes having double-digit increases include Route 34 with a 36% increase, Route 3 with a 15.7% increase, Route 70 with a 14.7% increase, Routes 31 and 32 in Scotts Valley with increases of 11.5% and 13.7% respectively, and the Highway 17 Express with a 10.6% increase.

RIDERSHIP

Route 34 South Felton

The Route 34 only runs twice a day and only during the San Lorenzo Valley High school-term. It is important to note that Route 34 only carried 724 passengers over FY 2007. Because of the low ridership in FY 2007, even a small increase in the number of passengers can have a dramatic effect on the percentage increase from one year to the next.

5-11.1

Route 3 Natural Bridges

Because the Route 20 Supplemental service was cut in half in FY 2008 it is easy to assume that the Route 3 picked up some of those passengers. However a closer look reveals that University related passengers only account for 319 of the 5,507 additional rides. So it appears that the majority of the rides are the result of people making different transportation choices. Nearly every fare category shows significant increases, especially Pacific Shores, which doubled from FY 2007.

Route 70 Cabrillo

As the primary route serving Cabrillo's Aptos campus, it is not surprising that ridership on this route nearly matched the 15% increase in system wide Cabrillo rides. As ridership continues to increase on Santa Cruz County's primary corridor (the Route 71 also saw an increase of 4.5%) it may soon be necessary to increase service to prevent serious overloads and pass-bys when funds become available.

Route 31 and 32 Scotts Valley

Although these routes have suffered from anemic ridership in recent years, when combined with a 4.5% increase in the Route 35 (which also serves Scotts Valley Drive) it appears that residents and workers in Scotts Valley are rediscovering transit service. Staff also believes the significant increases to the Highway 17 reverse commute trips are due in large part to San Jose residents desiring a more economical transportation option to their jobs on this side of the hill.

Highway 17 Express

Certainly an increase of 10.6% is very significant. However, a breakdown of that number is even more compelling. There was a 7.6% increase in weekday ridership. But the number that really stands out is a 26.6% increase in weekend ridership, an increase of over 10,000 riders. The increase of six weekend trips beginning September 18 will be useful in handling these ridership increases.

AVERAGE WEEKDAY RIDERSHIP

System wide average weekday ridership for FY 2008 was 18,352 compared with a 17,940 average in FY 2007. The highest month average was October with 24,133 riders per day. The leaders were the Route 16 with an average of 2,942 riders per day, Route 71 with 2,755 riders per day and the Route 15 with 2,397 rides per day.

REVENUE PER PASSENGER

This benchmark includes money deposited in the farebox as well as tickets and passes that are billed on a per ride basis. Monthly passes and day passes *not* purchased on the bus are not counted as farebox revenue. As expected, due to the higher base fare, the Highway 17 Express had the highest revenue per passenger at \$2.09 per passenger.

WHEELCHAIR USAGE

Usage per 100,00 riders was a benchmark suggested by Wilbur Smith and Associates, Route 53 carries the most wheelchairs as a percentage of ridership primarily because of the Pleasant Care facility on Paul Minnie Road. The Route 71 provided the most wheelchair rides in total with 4,783 rides.

5-11.2

BIKE USAGE

For this report two metrics are used. First is the percentage of rider with bikes, and the second is the “per 100,000 riders metric. Together both give an overview of the heavy bike usage on METRO buses. Bike usage increased by over 30,000 on our Local Fixed Route service alone.

IV. FINANCIAL CONSIDERATIONS

V. ATTACHMENTS

Attachment A - Route-by-Route Ridership for FY 2008

Attachment B – Route-by-Route Average Ridership Per Weekday

Attachment C – Route-by-Route Revenue Per Passenger

Attachment D – Route-by-Route Wheelchair Usage

Attachment E – Route-by-Route Bike Usage

Route by Route Ridership for FY 2008

	Route	Destination	2007-08 Riders	+/- from last year
1	16	University via Laurel East	928,673	2.9%
2	71	Watsonville/Santa Cruz	874,108	4.5%
3	35	San Lorenzo Valley	492,671	4.7%
4	15	University via Laurel West	391,708	4.1%
5	10	University via High St.	320,815	5.1%
6	69W	Santa Cruz/Capitola/Cabrillo Watsonville	320,480	4.1%
7	69A	Santa Cruz/Capitola/ Watsonville	287,626	1.9%
8	17	Santa Cruz/San Jose	270,141	10.6%
9	19	University via Lower Bay	266,228	-3.7%
10	20	University via Westside	242,400	4.2%
11	66	Live Oak via 17th Avenue	196,128	0.9%
12	68	Live Oak via Broadway/Portola	127,220	2.3%
13	13	University via Walnut	118,078	2.6%
14	69	Santa Cruz/Capitola	116,380	-10.2%
15	75	Green Valley	91,586	-3.9%
16	70	Santa Cruz/Cabrillo	64,937	14.7%
17	91	Santa Cruz-Watsonville Express	59,923	-2.1%
18	4	Harvey West/Emeline	59,447	8.5%
19	72	Corralitos	46,269	-4.7%
20	27x	University Express	41,516	-
21	55	Capitola/Rio Del Mar	41,477	-0.1%
22	3	Natural Bridges	40,528	15.7%
23	74	Ohlone Parkway/Rolling Hills	36,350	7.6%
24	69N	Santa Cruz/Capitola Cabrillo Night	31,646	-3.1%
25	68N	Beach/Broadway/Portola Night	29,940	8.6%
26	79	East Lake	24,881	7.6%
27	31	Santa Cruz/Scotts Valley	23,431	11.5%
28	41	Bonny Doon	20,401	8.9%
29	88	Armory Shuttle	19,994	0.0%
30	40	Davenport	19,204	-7.0%
31	7	Beach St	14,550	-3.3%
32	42	Davenport/Bonny Doon	14,093	-1.2%
33	56	Capitola/La Selva	13,456	-1.1%
34	53	Capitola/Dominican	11,221	11.6%
35	76	Corralitos/Buena Vista	10,747	4.1%
36	54	Capitola/Aptos/La Selva	9,912	4.5%
37	12	University/Eastside Direct	8,416	-10.5%
38	32	Santa Cruz/Scotts Valley	5,601	13.7%
39	9	Prospect Heights	3,935	-12.0%
40	33	Lompico	2,862	-44.4%
41	34	South Felton	2,721	36.3%

Route by Route Ridership for FY 2008

	Route	Destination	2007-08 Riders	+/- from last year
1	34	South Felton	2,719	36.3%
2	3	Natural Bridges	40,528	15.7%
3	70	Santa Cruz/Cabrillo	64,937	14.7%
4	32	Santa Cruz/Scotts Valley	5,601	13.7%
5	53	Capitola/Dominican	11,221	11.6%
6	31	Santa Cruz/Scotts Valley	23,431	11.5%
7	17	Santa Cruz/San Jose	270,141	10.6%
8	41	Bonny Doon	20,401	8.9%
9	68N	Beach/Broadway/Portola Night	29,940	8.6%
10	4	Harvey West/Emeline	59,447	8.5%
11	79	East Lake	24,881	7.6%
12	74	Ohlone Parkway/Rolling Hills	36,350	7.6%
13	10	University via High St.	320,815	5.1%
14	35	San Lorenzo Valley	492,671	4.7%
15	71	Watsonville/Santa Cruz	874,108	4.5%
16	54	Capitola/Aptos/La Selva	9,912	4.5%
17	20	University via Westside	242,400	4.2%
18	76	Corralitos/Buena Vista	10,747	4.1%
19	69W	Santa Cruz/Capitola/Cabrillo Watsonville	320,480	4.1%
20	15	University via Laurel West	391,708	4.1%
21	16	University via Laurel East	928,673	2.9%
22	13	University via Walnut	118,078	2.6%
23	68	Live Oak via Broadway/Portola	127,220	2.3%
24	69A	Santa Cruz/Capitola/ Watsonville	287,626	1.9%
25	66	Live Oak via 17th Avenue	196,128	0.9%
26	88	Armory Shuttle	19,994	0.0%
27	55	Capitola/Rio Del Mar	41,477	-0.1%
28	56	Capitola/La Selva	13,456	-1.1%
29	42	Davenport/Bonny Doon	14,093	-1.2%
30	91	Santa Cruz-Watsonville Express	59,923	-2.1%
31	69N	Santa Cruz/Capitola Cabrillo Night	31,646	-3.1%
32	7	Beach St	14,550	-3.3%
33	19	University via Lower Bay	266,228	-3.7%
34	75	Green Valley	91,586	-3.9%
35	72	Corralitos	46,269	-4.7%
36	40	Davenport	19,204	-7.0%
37	69	Santa Cruz/Capitola	116,380	-10.2%
38	12	University/Eastside Direct	8,416	-10.5%
39	9	Prospect Heights	3,935	-12.0%
40	33	Lompico	2,862	-44.4%
41	27x	University Express	41,516	-

5-11.02

Average Ridership Per Weekday

#	Route	Destination	Avg. WD Riders	Passengers Per Hour	Passengers Per Mile
1	16	University via Laurel East	2,942	73.9	6.00
2	71	Watsonville/Santa Cruz	2,755	27.1	1.55
3	15	University via Laurel West	2,397	75.6	6.40
4	35	San Lorenzo Valley	1,566	21.2	1.06
5	10	University via High St.	1,136	64.1	5.40
6	69W	Santa Cruz/Capitola/Cabrillo Watsonville	1,000	35.6	2.02
7	19	University via Lower Bay	898	62.0	4.59
8	17	Santa Cruz/San Jose	875	15.1	0.50
9	69A	Santa Cruz/Capitola/ Watsonville	844	31.1	1.70
10	20	University via Westside	796	57.1	3.81
11	13	University via Walnut	702	78.0	6.67
12	66	Live Oak via 17th Avenue	585	30.1	2.63
13	69	Santa Cruz/Capitola	448	30.7	2.79
14	68	Live Oak via Broadway/Portola	397	27.3	2.27
15	70	Santa Cruz/Cabrillo	335	32.0	2.63
16	75	Green Valley	256	19.3	1.17
17	27x	University Express	248	39.3	2.94
18	4	Harvey West/Emeline	235	32.0	3.06
19	91	Santa Cruz-Watsonville Express	223	22.1	0.91
20	72	Corralitos	183	14.4	0.70
21	55	Capitola/Rio Del Mar	164	18.5	1.22
22	3	Natural Bridges	160	19.5	1.41
23	74	Ohlone Parkway/Rolling Hills	144	15.3	0.89
24	88	Armory Shuttle	135	46.5	5.34
25	69N	Santa Cruz/Capitola Cabrillo Night	125	18.9	1.51
26	79	East Lake	98	21.5	1.25
27	31	Santa Cruz/Scotts Valley	93	16.9	0.87
28	68N	Beach/Broadway/Portola Night	86	19.4	1.36
29	41	Bonny Doon	76	14.2	0.58
30	40	Davenport	65	18.3	0.70
31	7	Beach St	57	12.3	1.10
32	56	Capitola/La Selva	53	11.4	0.51
33	12	University/Eastside Direct	49	54.1	3.85
34	42	Davenport/Bonny Doon	41	9.6	0.35
35	53	Capitola/Dominican	40	11.3	0.80
36	32	Santa Cruz/Scotts Valley	22	10.5	0.62
37	9	Prospect Heights	16	13.5	0.72
38	33	Lompico	15	13.8	0.64
39	34	South Felton	13	17.1	1.08
40	54	Capitola/Aptos/La Selva	11	6.9	0.41

Average Ridership Per Weekday

#	Route	Destination	Avg. WD Riders	Passengers Per Hour	Passengers Per Mile
1	13	University via Walnut	702	78.0	6.67
2	15	University via Laurel West	2,397	75.6	6.40
3	16	University via Laurel East	2,942	73.9	6.00
4	10	University via High St.	1,136	64.1	5.40
5	19	University via Lower Bay	898	62.0	4.59
6	20	University via Westside	796	57.1	3.81
7	12	University/Eastside Direct	49	54.1	3.85
8	88	Armory Shuttle	135	46.5	5.34
9	27x	University Express	248	39.3	2.94
10	69W	Santa Cruz/Capitola/Cabrillo Watsonville	1,000	35.6	2.02
11	4	Harvey West/Emeline	235	32.0	3.06
12	70	Santa Cruz/Cabrillo	335	32.0	2.63
13	69A	Santa Cruz/Capitola/ Watsonville	844	31.1	1.70
14	69	Santa Cruz/Capitola	448	30.7	2.79
15	66	Live Oak via 17th Avenue	585	30.1	2.63
16	68	Live Oak via Broadway/Portola	397	27.3	2.27
17	71	Watsonville/Santa Cruz	2,755	27.1	1.55
18	91	Santa Cruz-Watsonville Express	223	22.1	0.91
19	79	East Lake	98	21.5	1.25
20	35	San Lorenzo Valley	1,566	21.2	1.06
21	3	Natural Bridges	160	19.5	1.41
22	68N	Beach/Broadway/Portola Night	86	19.4	1.36
23	75	Green Valley	256	19.3	1.17
24	69N	Santa Cruz/Capitola Cabrillo Night	125	18.9	1.51
25	55	Capitola/Rio Del Mar	164	18.5	1.22
26	40	Davenport	65	18.3	0.70
27	34	South Felton	13	17.1	1.08
28	31	Santa Cruz/Scotts Valley	93	16.9	0.87
29	74	Ohlone Parkway/Rolling Hills	144	15.3	0.89
30	17	Santa Cruz/San Jose	875	15.1	0.50
31	72	Corralitos	183	14.4	0.70
32	41	Bonny Doon	76	14.2	0.58
33	33	Lompico	15	13.8	0.64
34	9	Prospect Heights	16	13.5	0.72
35	7	Beach St	57	12.3	1.10
36	56	Capitola/La Selva	53	11.4	0.51
37	53	Capitola/Dominican	40	11.3	0.80
38	32	Santa Cruz/Scotts Valley	22	10.5	0.62
39	42	Davenport/Bonny Doon	41	9.6	0.35
40	54	Capitola/Aptos/La Selva	11	6.9	0.41

	Route	Destination	Rev/Pass
1	17	Santa Cruz/San Jose Express	\$2.09
2	88	Armory Shuttle	\$1.39
3	74	Ohlone Parkway/Rolling Hills	\$1.12
4	12	University/Eastside Direct	\$1.09
5	27x	UC Express	\$1.08
6	75	Green Valley	\$1.07
7	15	University via Laurel West	\$1.07
8	16	University via Laurel East	\$1.07
9	13	University via Walnut	\$1.06
10	10	University via High St.	\$1.06
11	19	University via Lower Bay	\$1.05
12	20	University via Westside	\$1.04
13	72	Corralitos	\$1.01
14	70	Santa Cruz/Cabrillo	\$1.00
15	76	Corralitos/Buena Vista	\$0.98
16	41	Bonny Doon	\$0.97
17	71	Watsonville/Santa Cruz	\$0.96
18	91	Santa Cruz-Watsonville Express	\$0.95
19	69A	Santa Cruz/Capitola/ Watsonville	\$0.94
20	32	Santa Cruz/Scotts Valley	\$0.93
21	40	Davenport	\$0.92
22	42	Davenport/Bonny Doon	\$0.92
23	69W	Santa Cruz/Capitola/Cabrillo Watsonville	\$0.90
24	79	East Lake	\$0.88
25	68N	Beach/Broadway/Portola Night	\$0.85
26	66	Live Oak via 17th Avenue	\$0.85
27	69N	Santa Cruz/Capitola Cabrillo Night	\$0.84
28	69	Santa Cruz/Capitola	\$0.81
29	33	Lompico	\$0.80
30	3	Natural Bridges	\$0.79
31	31	Santa Cruz/Scotts Valley	\$0.79
32	35	San Lorenzo Valley	\$0.79
33	68	Live Oak via Broadway/Portola	\$0.78
34	56	Capitola/La Selva	\$0.77
35	54	Capitola/Aptos/La Selva	\$0.76
36	55	Capitola/Rio Del Mar	\$0.72
37	53	Capitola/Dominican	\$0.70
38	9	Prospect Heights	\$0.63
39	34	South Felton	\$0.62
40	7	Beach St	\$0.52
41	4	Harvey West/Emeline	\$0.50
		Average	\$0.93

5-11.c1

Route by Route Wheelchair Usage for FY 2008

	Route	Destination	W/C	Per 100k Riders
1	71	Watsonville/Santa Cruz	4,783	547
2	69A	Santa Cruz/Capitola/ Watsonville	2,758	959
3	69W	Santa Cruz/Capitola/Cabrillo Watsonville	2,191	684
4	66	Live Oak via 17th Avenue	1,854	945
5	68	Live Oak via Broadway/Portola	1,012	795
6	79	East Lake	872	3,505
7	55	Capitola/Rio Del Mar	847	2,042
8	35	San Lorenzo Valley	812	165
9	69	Santa Cruz/Capitola	710	610
10	75	Green Valley	707	772
11	4	Harvey West/Emeline	548	922
12	53	Capitola/Dominican	513	4,572
13	17	Santa Cruz/San Jose	461	208
14	70	Santa Cruz/Cabrillo	323	497
15	10	University via High St.	316	98
16	72	Corralitos	286	618
17	74	Ohlone Parkway/Rolling Hills	263	724
18	69N	Santa Cruz/Capitola Cabrillo Night	254	803
19	16	University via Laurel East	237	26
20	3	Natural Bridges	193	476
21	68N	Beach/Broadway/Portola Night	174	581
22	56	Capitola/La Selva	166	1,234
23	91	Santa Cruz-Watsonville Express	134	224
24	20	University via Westside	127	52
25	31	Santa Cruz/Scotts Valley	104	444
26	19	University via Lower Bay	101	38
27	7	Beach St	92	632
28	76	Corralitos/Buena Vista	65	0
29	54	Capitola/Aptos/La Selva	61	615
30	32	Santa Cruz/Scotts Valley	28	500
31	13	University via Walnut	19	16
32	15	University via Laurel West	16	55
33	42	Davenport/Bonny Doon	13	92
34	40	Davenport	8	42
35	27x	University Express	6	14
36	9	Prospect Heights	5	127
37	41	Bonny Doon	4	20
38	88	Armory Shuttle	2	10
39	34	South Felton	1	37
40	12	University/Eastside Direct	0	0
41	33	Lompico	0	0

Route by Route Wheelchair Usage for FY 2008

	Route	Destination	W/C	Per 100k Riders
1	53	Capitola/Dominican	513	4,572
2	79	East Lake	872	3,505
3	55	Capitola/Rio Del Mar	847	2,042
4	56	Capitola/La Selva	166	1,234
5	69A	Santa Cruz/Capitola/ Watsonville	2,758	959
6	66	Live Oak via 17th Avenue	1,854	945
7	4	Harvey West/Emeline	548	922
8	69N	Santa Cruz/Capitola Cabrillo Night	254	803
9	68	Live Oak via Broadway/Portola	1,012	795
10	75	Green Valley	707	772
11	74	Ohlone Parkway/Rolling Hills	263	724
12	69W	Santa Cruz/Capitola/Cabrillo Watsonville	2,191	684
13	7	Beach St	92	632
14	72	Corralitos	286	618
15	54	Capitola/Aptos/La Selva	61	615
16	69	Santa Cruz/Capitola	710	610
17	68N	Beach/Broadway/Portola Night	174	581
18	71	Watsonville/Santa Cruz	4,783	547
19	32	Santa Cruz/Scotts Valley	28	500
20	70	Santa Cruz/Cabrillo	323	497
21	3	Natural Bridges	193	476
22	31	Santa Cruz/Scotts Valley	104	444
23	91	Santa Cruz-Watsonville Express	134	224
24	17	Santa Cruz/San Jose	461	219
25	35	San Lorenzo Valley	812	165
26	9	Prospect Heights	5	127
27	10	University via High St.	316	98
28	42	Davenport/Bonny Doon	13	92
29	15	University via Laurel West	16	55
30	20	University via Westside	127	52
31	40	Davenport	8	42
32	19	University via Lower Bay	101	38
33	34	South Felton	1	37
34	16	University via Laurel East	237	26
35	41	Bonny Doon	4	20
36	13	University via Walnut	19	16
37	27x	University Express	6	14
38	88	Armory Shuttle	2	10
39	76	Corralitos/Buena Vista	65	0
40	12	University/Eastside Direct	0	0
41	33	Lompico	0	0

5-11.d2

Route by Route Bike Usage for FY 2008

Attachment E

	Route	Destination	Bikes	% of Ridership	Per 100k Riders
1	71	Watsonville/Santa Cruz	38,341	4.4%	4,386
2	16	University via Laurel East	27,867	3.0%	3,001
3	35	San Lorenzo Valley	23,147	4.7%	4,698
4	17	Santa Cruz/San Jose	14,201	5.8%	5,812
5	69W	Santa Cruz/Capitola/Cabrillo Watsonville	11,344	3.5%	3,540
6	15	University via Laurel West	10,668	3.6%	3,610
7	10	University via High St.	10,123	3.2%	3,155
8	69A	Santa Cruz/Capitola/ Watsonville	9,346	3.2%	3,249
9	19	University via Lower Bay	8,178	3.1%	3,072
10	20	University via Westside	6,923	2.9%	2,856
11	66	Live Oak via 17th Avenue	5,358	2.7%	2,732
12	69	Santa Cruz/Capitola	3,966	3.4%	3,408
13	91	Santa Cruz-Watsonville Express	3,291	5.5%	5,492
14	68	Live Oak via Broadway/Portola	3,291	2.6%	2,587
15	13	University via Walnut	3,265	2.8%	2,765
16	70	Santa Cruz/Cabrillo	2,040	3.1%	3,142
17	41	Bonny Doon	1,938	9.5%	9,500
18	69N	Santa Cruz/Capitola Cabrillo Night	1,759	5.6%	5,558
19	75	Green Valley	1,621	1.8%	1,770
20	27x	University Express	1,571	3.8%	3,784
21	42	Davenport/Bonny Doon	1,441	10.2%	10,225
22	4	Harvey West/Emeline	1,392	2.3%	2,342
23	31	Santa Cruz/Scotts Valley	1,188	5.1%	5,070
24	68N	Beach/Broadway/Portola Night	1,130	3.8%	3,774
25	55	Capitola/Rio Del Mar	969	2.3%	2,336
26	40	Davenport	891	4.6%	4,640
27	72	Corralitos	848	1.8%	1,833
28	3	Natural Bridges	795	2.0%	1,962
29	12	University/Eastside Direct	363	4.3%	8,416
30	56	Capitola/La Selva	347	2.6%	2,579
31	53	Capitola/Dominican	329	4.6%	4,572
32	74	Ohlone Parkway/Rolling Hills	324	0.9%	891
33	54	Capitola/Aptos/La Selva	285	2.9%	2,875
34	79	East Lake	216	0.9%	868
35	76	Corralitos/Buena Vista	199	18.6%	18,592
36	7	Beach St	172	1.2%	1,182
37	32	Santa Cruz/Scotts Valley	148	2.6%	2,642
38	9	Prospect Heights	78	2.0%	1,982
39	34	South Felton	31	1.1%	1,140
40	33	Lompico	14	0.5%	489
41	88	Armory Shuttle	7	0.0%	35

5-11.e1

Route by Route Bike Usage for FY 2008

	Route	Destination	Bikes	% of Ridership	Per 100k Riders
1	76	Corralitos/Buena Vista	199	18.6%	18,592
2	42	Davenport/Bonny Doon	1,441	10.2%	10,225
3	41	Bonny Doon	1,938	9.5%	9,500
4	17	Santa Cruz/San Jose	14,201	5.8%	5,812
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19	10	University via High St.	10,123	3.2%	3,155
20	70	Santa Cruz/Cabrillo	2,040	3.1%	3,142
21	19	University via Lower Bay	8,178	3.1%	3,072
22	16	University via Laurel East	27,867	3.0%	3,001
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24	20	University via Westside	6,923	2.9%	2,856
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31	55	Capitola/Rio Del Mar	969	2.3%	2,336
32	9	Prospect Heights	78	2.0%	1,982
33	3	Natural Bridges	795	2.0%	1,962
34	72	Corralitos	848	1.8%	1,833
35	75	Green Valley	1,621	1.8%	1,770
36	7	Beach St	172	1.2%	1,182
37	34	South Felton	31	1.1%	1,139
38	74	Ohlone Parkway/Rolling Hills	324	0.9%	891
39	79	East Lake	216	0.9%	868
40	33	Lompico	14	0.5%	489
41	88	Armory Shuttle	7	0.0%	35

5-11.e2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008

TO: Board of Directors

FROM: Ciro F. Aguirre, Manager of Operations

SUBJECT: METRO PARACRUZ SAME DAY SERVICE CHANGE STATUS

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- On January 25, 2008 a Staff Report was issued to the METRO Board of Directors regarding a January 07, 2008 incident that transpired on ParaCruz, and recommendations from Staff to revise the policy for Same Day Service Changes.
- The new procedures would involve changes to the way Same Day Changes would be administered. Staff also solicited input from Elderly & Disabled Transportation Advisory Committee (E&D TAC) and the Metro Advisory Committee (MAC) on the issue.
- On March 28, 2008 the METRO Board of Directors held a Public Hearing on the proposed changes to Same Day Service Changes and approved Staff's recommendations.
- METRO Managers would be contacted by the ParaCruz Dispatch to make a decision regarding any changes to a Customer's destination address.
- Staff was instructed by the Board to report after six months on the frequency of Same Day Changes and the impact those changes were having on other passengers.
- This report is for information purposes only. No action is requested

III. DISCUSSION

On January 07, 2008 an incident occurred on ParaCruz prompting review of METRO's policy on Same Day Service Changes. METRO's review of the policy determined that the policy had been too strictly interpreted and applied as it related to same day service changes.

At the January 25, 2008 METRO Board meeting, staff presented the Directors with a procedure to address the issue in future instances. Staff also recommended that the proposed changes be presented to the Elderly and Disabled Transit Advisory Committee

5-12.1

(E&D TAC) and the Metro Advisory Committee (MAC) for review and input on the recommendations.

On March 28, 2008 the METRO Board of Directors held a Public Hearing on the proposed changes to Same Day Service Changes and approved Staff's recommendations outlined as follows:

- The ParaCruz Dispatcher will contact a Manager with any same day changes in a customers destination address.
- The Manager will make decisions regarding any changes to a customer's destination address that may include returning the passenger to their home location or revising the destination address with the consent of their emergency contact.
- There will be no additional charges to the rider as a result of these changes.
- The definition of Same-Day Change will not be broadened, nor will same day change language in the ParaCruz Guide be altered.
- Decisions for same day changes are to be made at the Managerial level to add a level of consistency to the decisions.

Staff was instructed by the Board to report after six months on the frequency of Same Day Changes and the impact on other passengers.

Tracking of Same Day Changes performed as of April 1, 2008 to present consisted of 19 instances to which ParaCruz Management conducted changes to the customers destination address. In each of these instances, the Manager's decision consisted of either taking the Customer to an alternate destination or returning the Customer to their point of origination.

Due to the infrequency of these situations, there have not been any recorded or reported instances that the changes implemented have impacted other customers detrimentally, nor have the changes significantly impacted ParaCruz service performance. From a Customer Service standpoint, the implemented Same Day Service Change procedure has been well received.

IV. FINANCIAL CONSIDERATIONS

Due to the infrequency of Same Day Service Changes, there are no significant financial impacts to the ParaCruz Budget.

V. ATTACHMENTS

NONE

5-12.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
TO: Board of Directors
FROM: Ciro F. Aguirre, Manager of Operations
SUBJECT: CUSTOMER COMPLAINT INVESTIGATION

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- On August 19, 2008 METRO received a Customer letter outlining several issues regarding “extreme routing difficulties.”
- Customer expressed several concerns regarding service from Scotts Valley to Pacific Station in downtown Santa Cruz specific to time points and inability to make connections from the route 35 to the route 71 and vice versa.
- Customer expressed dissatisfaction regarding unavailability of regular bus service on holidays.
- Customer noted that Scotts Valley residents did not have an outlet to purchase METRO tickets and passes.
- Customer claimed insufficient seating to be a major problem due to “students, bicycles, and wheelchairs” on the route 35.
- METRO Staff conducted a field review of the reported situation and held a discussion with Customer regarding concerns and expectations.
- METRO Staff has implemented a monitoring process to gather additional data and a contingency plan to assist customers in making their connections from the first AM route 35 to the northbound Highway 17 and southbound route 71.
- This report is for information purposes only. No action is requested

III. DISCUSSION

On August 19, 2008 a Customer letter was received by METRO outlining several issues relative to bus scheduled service being late on the route 35 servicing Scotts Valley, and missed transferring connections to the route 71 at Pacific Station in Downtown Santa Cruz, the same situation being expressed for the return trips.

5-13.1

Additionally, there were concerns expressed regarding suspension of regular bus service on holidays, inability to purchase bus tickets and passes in Scotts Valley, unavailability of seating on some trips due to overabundance of passengers using the service, and a variety of other concerns.

On August 29, 2008 a field review of the first AM route 35 trip (5:43am) was coordinated with METRO Supervisors to monitor schedule performance in Scotts Valley. While awaiting the arrival of the route 35 at the Whispering Pines, Mt. Hermon Rd bus stop, a discussion was held by the Supervisor with the author of the letter awaiting the route 35.

The Customer proceeded to explain to the Supervisor that she was frustrated with the service because the bus was usually late, did not service the Cavallaro Transit Center, located across from her residence, and had to walk to the Whispering Pines bus stop on Mt. Hermon Rd. These conditions required her to be at the bus stop at 6:10am, two hours before her scheduled report time at work in Aptos.

The Customer also explained that she could take the next route 35 (6:30am), arriving at Whispering Pines bus stop at 7:00am, but the bus was always delayed around San Lorenzo Valley School and Highway 9 due to the many students using the bus resulting in missed connection with the route 71 at Ocean and Water St.

During the discussion, several riders arrived to wait for the Highway 17 and route 35, and confirmed that the 6:10am route 35 arrived late at the Whispering Pines, Mt. Hermon Rd. stop. None of the other issues conveyed in the correspondence were mentioned to the Supervisor.

The Supervisor expressed that action would be taken in an effort to resolve the route 35 tardiness issues, that were within METRO's control, and that monitoring of the situation would take place in an attempt to improve connections.

In an effort to mitigate reported tardiness and transfer issues the following steps have been initiated and effectiveness will be monitored for a one-month period:

- Operators assigned to block 3501 (first schedule on route 35) have been apprised of reported situations.
- Supervisors will ensure proper departure from Operations Base of block 3501.
- Operators on block 3501 are to perform a Radio Check prior to departure from the Mountain Store.
- Requests to hold for transferring passengers from the route 35 to routes 17 or 71 will be communicated, and performed whenever possible.

A similar monitoring process will be applied to block 3502 (second schedule on route 35) to determine impact on schedule in the area of San Lorenzo Valley School and Highway 9 as noted by the Customer.

The information accumulated will be used to determine if any adjustments to these AM trip schedules are merited.

5-13.2

The reverse commute issues mentioned by the Customer were also monitored due to delays in the route 71 from Watsonville to Santa Cruz. The delays noted were consistent with increased ridership (boarding and alighting), traffic congestion prevalent during peak commute travel hours exercised by the Customer, and various construction projects. These circumstances were reviewed by staff, but considered beyond METRO's control.

In Fall of 2004, service reductions eliminated the route 36 Express into Scotts Valley, and service adjustments were made to blocks 3501, 3502, 3503 (first three AM route 35's). The service adjustment consisted of bypassing the Cavallaro Transit Center, at a time savings of 5 to 7 minutes per trip, continue servicing the Whispering Pines, Mt. Hermon Rd. bus stop that was, and currently is, a stop for the Highway 17. It was determined that the time saved would provide additional time to make connections at Pacific Station.

Research into Customer expressed dissatisfaction regarding unavailability of regular bus service on holidays revealed the following:

- METRO has never run regular bus service on Thanksgiving Day, Christmas Day or New Year's Day.
- METRO's regular bus service for Memorial Day, Independence Day and Labor Day was suspended since 1994 due to budget constraints.
- METRO provides weekend level service on Martin Luther King, Jr. Day, full service on President's Day with the exception of school-term service, and weekend level service on the Day after Thanksgiving.
- METRO's Highway 17/AMTRAK service operates on all holidays and is funded from a Joint Powers Agreement.

For both the schedule adjustments performed on the first three AM route 35's, and the suspension of service on the above-mentioned holidays, public input was solicited, and approval from METRO's Board of Directors was obtained prior to implementation.

With respect to the Customer's concern regarding ticket and pass sales outlets in Scotts Valley, Staff, previous to this complaint, has been actively engaged in seeking an establishment willing to provide Bus Ticket and Pass sales. On August 22, 2008 a retail outlet, Epic Adventure Games, in the Kings Village Shopping Center, expressed interest in providing bus ticket and pass sales. A meeting to discuss further details is being coordinated with METRO's Ticket and Pass Specialist and the proprietor.

IV. FINANCIAL CONSIDERATIONS

NONE AT THIS TIME

5-13.3

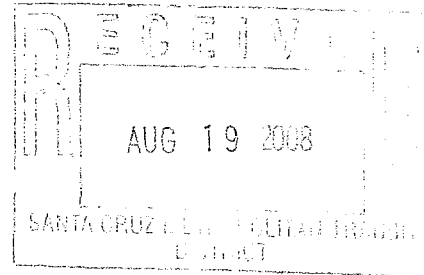
V. ATTACHMENTS

Attachment A: August 19, 2008 Customer Letter

Attachment **A**

August 18, 2008

Members of the Santa Cruz Metro Board
370 Encinal St, #100
Santa Cruz, CA 95060



Dear Members:

I am writing to ask your help with the extreme routing difficulties that working people aged 40-65 are having in trying to get to their jobs. We have repeatedly asked for help from the Metro and have not received any response.

I lost my job in Santa Cruz due to the poor service routes from Scotts Valley. I am age 54 and cannot drive. I finally got a job in Aptos and now must get up at 4:00 am in order to get to my 8:00 am job. I leave work at 4:50 pm and often cannot get home before 7:00pm. This is ALL due to the failure of the drivers to be able to meet the very, very poor routing schedules forced upon them. They do their best and should receive commendations. The routers need to find other jobs. I have to catch the 6:10 am bus from the Starbucks shack on Mt. Hermon. The bus will not go the empty vacant transit center, which I actually live right behind. Then I have to sit at the metro for 20 minutes for the 71 and that is a 45 minute trip to Aptos. I should be able to take a later bus and connect with the 71 but it cannot be done because the 35 is always too late to catch the 71. The printed schedule is a lie. I will really suffer when winter comes. Coming home is the reverse - any stop for bicycles and/or wheelchairs and I cannot catch my connection and stand at Ocean and Water for 40 minutes. It is becoming unbearable and winter frightens me. The long days hurt. I am alone in this commute nightmare.

I am one of over 30 people, none of us under age 40, stuck with this nightmare of a commute. One man is in his early 60's and works at Dominican Hospital. He is a Vietnam vet with a son in Iraq. He works 4 days on and 3 days off and on the weekends he must pay \$45.00 for a TAXI! So must all the lab workers, hospital technicians, food, hotel and vet people. They pay more than they make to get to work by TAXI on weekends because Santa Cruz metro does not care. The misery is deep and I cannot begin to tell you how unhappy and scared people are..

Now come the holidays - same thing! On Martin Luther King day, the very people the holiday is intended to honor are taking \$45.00 taxi rides - including me - to try to get to work. That is a terrible thing to do to us and we are not paid nearly as much as metro employees are and no benefits. Rosa Parks would be unable to get to work and back by Metro and would have lost her job as many of us have..

The Hwy 17 buses do run on weekends and holidays and those are people who work over the hill and not in Santa Cruz. They get service from the Metro as do the schools. Especially the schools. We working SANTA CRUZ people do not. The two express buses that used to run between Santa Cruz and Scotts Valley were taken away - another kick in the face to Santa Cruz workers. We have complained many times to the Metro and no one answers. Time to picket? Time to get a petition and publicity? Time to go to a senior legal center for help? We are stating with you. Giving you a chance.

5-13.a1

Another issue is that you cannot buy a bus pass in Scotts Valley and we are forced to order by mail every month. The vacant bus station is a sad joke and those of us that forced to walk past it from our homes to the Starbuck shack on Mt Hermon road are not amused. We are very afraid of the coming winter and the darkness. The lack of light and safety and decent routing.

Seating is another major problem. The commute buses needed for WORKERS in the morning and evening are packed with students. Bicycles. Wheelchairs. No connections can be made and people are losing their jobs and getting reprimands for lateness. Three county employees were reprimanded several times because the new route for pick up in Scotts Valley brings them to work 10 minutes late instead of 10 minutes early. Two have now quit and left Santa Cruz -- yes, because of that reason. Again, many complaints have been filed and the metro does NOT care.

I have talked to so many tired, angry working people. We do not deserve how we are treated on the buses . There needs to be more routes between 6 and 9 am and 4 and 6 pm. Especially the routes 35 and 71. Metro knows and Metro does not care. You CANNOT keep forcing the terrible overcrowding either. Someone will be injured and it would be so easy to ignore.

This letter is give the board a chance. Obviously, it may be necessary to send a copy to the governor and to request help from senior resources. It is up to you. We are angry, tired and frightened and there are a lot of us. Please listen. Please help.

Thank you,



Kathryn Handforth

5-13. a2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 26, 2008
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

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION**

TEN YEARS

Eleuterio S. Garcia-Sumano, Bus Operator
Daniel Stevenson, Bus Operator (Continued from August)

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

James L. Lorenzano, Bus Operator

THIRTY YEARS

Donna A. Canales, Customer Service Coordinator

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 OF APPRECIATION FOR THE SERVICES OF
SORETTA CHATMAN AS BUS OPERATOR
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the residents of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a competent, dedicated workforce, and

WHEREAS, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Soretta Chatman to serve in the position of Bus Operator, and

WHEREAS, Soretta Chatman served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of August 10, 1987 to September 3, 2007, and

WHEREAS, Soretta Chatman provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

WHEREAS, Soretta Chatman served the Santa Cruz Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the residents of Santa Cruz County by Soretta Chatman resulted in reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time of Soretta Chatman's service, METRO expanded service, developed new operating facilities, purchased new equipment, developed accessible bus stops, opened new transit centers, improved ridership, responded to the challenges of the Loma Prieta Earthquake, responded to adverse economic conditions, assumed direct operational responsibility for the Highway 17 Express service and the Amtrak Connector service, and assumed direct operational responsibility for the ParaCruz service, and

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

NOW, THEREFORE, BE IT RESOLVED, that upon her retirement as Bus Operator, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Soretta Chatman for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, Santa Cruz Metropolitan Transit District staff and all of the residents of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution will be presented to Soretta Chatman and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

7.1

PASSED AND ADOPTED this 26th day of September 2008 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

JAN BEAUTZ
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 12, 2008
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR OFF-SITE FUELING OF METRO VEHICLES WITH DEVCO OIL, INC.

ACTION REQUESTED AT THE SEPTEMBER 12, 2008 BOARD MEETING

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a three-year contract for off-site fueling of METRO's non-revenue vehicles with - Devco Oil, Inc.

II. SUMMARY OF ISSUES

- The District requires the fueling of METRO's non-revenue vehicles with diesel and gasoline fuel for use in its fleet.
- District staff processed an Invitation for Bid No. 09-03, and received two bids.
- District staff is recommending that a contract be established with Devco Oil, Inc. for off-site fueling of METRO's non-revenue vehicles.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District requires off-site fueling of METRO's non-revenue vehicles with diesel and gasoline fuel for use in its fleet. On July 29, 2008, District Invitation for Bid No. 09-03 was mailed to six firms, was legally advertised, and a notice was posted on the District's web site. On August 25, 2008, bids were received and opened from two firms. A list of firms that submitted a bid are provided in Attachment A. District staff has reviewed all submitted bids.

District staff is recommending that a three-year contract be established with Devco Oil, Inc. for off-site fueling of METRO's non-revenue vehicles for an amount not to exceed \$260,000. The term of this Contract commences on the date of execution and shall remain in force for a three (3) year period thereafter. At the option of the District, this contract may be renewed for two (2) additional one (1) year terms. Contractor will provide all equipment and materials meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the operating budget for Fleet.

V. ATTACHMENTS

Attachment A: List of Bidders responding to IFB No. 09-03

Attachment B: Contract with Devco Oil, 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

**LIST OF BIDDERS RESPONDING TO METRO IFB NO. 09-03
FOR OFF-SITE FUELING OF
METRO'S NON-REVENUE VEHICLES**

1. DEVCO OIL, INC 139 ENCINAL STREET, SANTA CRUZ
2. STEVE'S UNION SERVICE 1500 SOQUEL DRIVE, SANTA CRUZ

**FOR PROCUREMENT OF OFF-SITE FUELING OF
METRO'S NON-REVENUE VEHICLES (09-03)**

THIS CONTRACT is made effective on October 1, 2008 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and **DEVCO OIL, INC.** ("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 Off-Site Fueling of METRO's Non-revenue Vehicles

District requires off-site fueling of METRO's non-revenue vehicles services to be used for standard purposes. In order to obtain said off-site fueling of METRO's non-revenue vehicles, the District issued an Invitation for Bids, dated July 29, 2008 setting forth specifications for such off-site fueling of METRO's non-revenue vehicles. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of off-site fueling of METRO's non-revenue vehicles services desired by the District and whose principal place of business 139 Encinal Street, Santa Cruz. Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for off-site fueling of METRO's non-revenue vehicles services, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On September 12, 2008 District selected Contractor as the lowest responsive, responsible bidder to provide said off-site fueling of METRO's non-revenue vehicles services. The purpose of this Contract is to set forth the provisions of this contract.

1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "contractor" and "supplier" are synonymous.

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 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated July 29, 2008.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated August 25, 2008.

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 supersede Exhibit B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a three (3) year period thereafter. At the option of the District, this contract may be renewed for two (2) additional one (1) year terms under the same conditions and prices. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor for fuel purchased based on the PAD 5 price plus add-on as identified in the Bid Form, Exhibit B, for satisfactory completion of all work under the terms and provisions of this Contract within thirty (30) days thereof. Contractor understands and agrees that if he/she exceeds the \$260,000 maximum amount payable under this contract, that it does so at its own risk.

4.02 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 services. No expenses shall be paid by the District unless specifically allowed by this contract.

5. 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

Devco Oil, Inc.
139 Encinal Street
Santa Cruz CA 95060

Attention: Sales Manager

6. 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 it. 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 – DEVCO OIL, INC.

By _____
Juan Vasquez Jr.
Sales Manager

Approved as to Form:

Margaret Rose Gallagher
District Counsel

EXHIBIT -A-

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

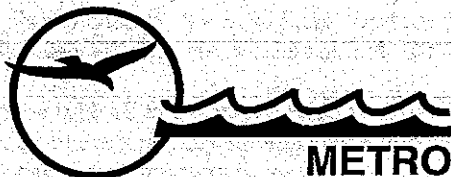
Invitation for Bid (IFB)

For Off-Site Fueling of METRO Vehicles

District IFB No. 09-03

Date Issued: July 29, 2008

Bid Deadline: August 25, 2008, 2:00 P.M.



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

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated July 29, 2008 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	August 25, 2008 PAD Price	Add On	Total Price per Gallon
1	Unleaded Gasoline Fuel, 87 Octane			
2	CARB #2 Ultra Low Sulfur Diesel Fuel			
3	CARB #2 Red Dye Ultra Low Sulfur Diesel Fuel			
4	Biodiesel B20 Fuel			

Location of fueling facility: _____

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District reserves the right to award bid items separately or as a package. District may accept or reject the bid items at its discretion. Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No.'s _____

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. Manufacturer's specifications, description, promotional material describing the item bid.
4. Fully executed copy of the "Debarment, Suspension and Other Ineligibility Certification" listed as Page I-4 of the Bid.
5. Fully executed copy of the "Lobbying Certification" listed as Page I-5 of the Bid.
6. Fully executed copy of the "Buy America Provision Certification" listed as Page I-6 of the Bid, if applicable

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

IFB No. 09-03
"Off-Site Fueling of METRO Vehicles"
Bid Opening 2:00 p.m., August 25, 2008

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below

Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with _____

Street Address

City, State, Zip Code

Signature of authorized company official

Typewritten name of above and title

Name, title, and email address of person to whom correspondence should be directed

Telephone Number

FAX Number

Date

Federal Tax ID No.

The Santa Cruz Metropolitan Transit District is a special purpose District and is a subdivision of the State of California.

Listing of major subcontractors 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: _____

BIDDER DBE INFORMATION

BIDDER'S NAME _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____
 BIDDER'S ADDRESS _____
 BID AMOUNT \$ _____
 BID 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 bid or 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 BIDDER _____ DATE _____
 AREA CODE/TELEPHONE _____ (Detach from proposal if DBE information is not submitted with bid.)

* 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 bids 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.

BIDDER 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 II

INSTRUCTIONS TO BIDDERS

1. **CONTENTS:** This Invitation for Bids (IFB) includes the (I) Bid Form, (II) Instructions to Bidders, (III) Specifications, (IV) General Conditions of the Contract, (V) Special Conditions of the Contract, (VI) Contract, (VII) FTA Requirements for Non-Construction Contracts, and (VIII) Formal Bidding Procedures. The final Contract with the Successful Bidder will be in the form and substance of the Contract (Part VI) included in the IFB.
2. **SUBMISSION OF BID:** Prior to the date and time of bid opening, all bids shall be delivered to the Purchasing Office of the District at 110 Vernon Street, Suite B, Santa Cruz, California, 95060. All bids shall be in a sealed envelope properly endorsed as to name and opening date. No bids received after said time or at any place other than the place as stated in the Notice and Invitation to Bidders will be considered. For example, bids postmarked before bid opening but received after shall be rejected. Telephone or electronic bids will not be accepted.
3. **BIDDER RESPONSIBILITY:** The District has made every attempt to provide all information needed by bidders for a thorough understanding of project terms, conditions and other requirements. It is expressly understood that it is Bidder's responsibility to examine and evaluate the work required under this Invitation for Bids (IFB) and the terms and conditions under which the work is performed. By submitting a bid, Bidder represents that it has investigated and agrees to all the terms and conditions of the IFB.
4. **BID FORM:** The bid shall be made on the Bid Form provided therefore and shall be enclosed in a sealed envelope marked and addressed as required. If the bid is made by a sole proprietor, it shall be signed with his/her full name and his address shall be given; if it is made by a partnership, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his/her own name, and the name and address of each member shall be given; and if it is made by a corporation, it shall be signed by an officer or other individual who has the full and proper authorization to do so.

When the Bid Form is signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or is signed by an agent other than a partner of a partnership, or by an agent for an individual, a power of attorney must be submitted with the bid; otherwise, the bid will be rejected as irregular and unauthorized.

Blank spaces in the Bid Form shall be properly filled. The phraseology of the Bid Form must not be changed, and no additions shall be made to the items mentioned therein. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. If the unit price and the total amount named by a Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention.

Submission of alternative bid or bids, except as specifically called for in the IFB, will render it informal and may cause its rejection.

5. **COMPETITIVE BIDDING:** If more than one bid is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such bids may be rejected. A party who has quoted prices on materials or work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or work if otherwise qualified to do so.

All Bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this Contract is in violation of the District's competitive bidding requirements and may render void any Contract let under such circumstances.

6. **EXPENSES TO BE INCLUDED IN BID PRICE:** Unless otherwise specified in the IFB, the bid price shall include all expenses necessary that go into making the items procured under the IFB complete and ready for immediate use by the District without additional expense. Bid price shall include, without limitation, all costs for labor, services, equipment, materials, supplies, transportation, installation, overhead, packing, cartage, insurance, license, fees, taxes, permits, bonds, inspection, and other expenses necessary to satisfy the provisions of the IFB, expressed and implied.

Unless bidder is specifically instructed to do otherwise in the Specifications section of this IFB, sales taxes shall be included in the bid price in the amount of 8.5 % of the total bid price. Federal Excise Tax, from which the District is exempt, should not be included in the bid price. A Federal Excise Tax Exemption certificate will be furnished to the successful Bidder.

Samples of items, when required, must be furnished free of expense to the District and, if not destroyed by tests may, upon request made at the time the samples are furnished, be returned at Bidder's expense.

7. **WITHDRAWAL OF BID:** Bidder may withdraw the bid before the expiration of the time during which bids may be submitted, without prejudice, by submitting a written request for its withdrawal to the District Secretary/General Manager
8. **TIME OF DELIVERY:** Time of delivery is part of the bid and must be strictly adhered to by the Bidder. Bidder obligates itself to complete the work within the number of days specified in the Contract.
9. **CANVASS OF BID:** At the hour specified in the Notice of Invitation to Bidders, the District, in open session, will open, examine and publicly declare all bids received and shall announce each bidder's price. The remaining content of the bids shall not be made public until after an award is made by the Board of Directors or District Staff as appropriate. Bidders, their representatives and others interested, are invited to be present at the opening of bids. Award will be made or bids rejected by the District within the time period specified in the Bid, if none is specified, within sixty (60) days after the date of bid opening.
10. **RIGHT TO REJECT BIDS:** The District may reject any and all bids at its discretion, and may reject the bid of any party who has been delinquent or unfaithful in any former contract with the District. The right is reserved to reject any or all bids and to waive technical defects, as the interest of the District may require. The District may reject bids from Bidders who cannot satisfactorily prove the experience and qualifications outlined in the Instructions to Bidders.
11. **SINGLE BID:** If only one bid is received in response to the IFB, Bidder may be required to submit to District within five (5) days of District demand, a detailed cost proposal. The District may conduct a cost or price analysis of the cost proposal to determine if the bid price(s) are fair and reasonable. Bidder shall cooperate with District in compiling and submitting detailed information for the cost and price analysis.
12. **EXPERIENCE AND QUALIFICATIONS:** The Bidder may be required upon request of the District to prove to the District's satisfaction that the Bidder is responsible. Criteria used by the District to determine Bidder responsibility includes, without limitation, whether Bidder and its proposed contractors have the skill, experience, necessary facilities and financial resources to perform the Contract in a satisfactory manner and within the required time. Other criteria include whether the original equipment manufacturer of the items bid (1) has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under the Contract and (2) has adequate engineering and service personnel, or has the capability to have such personnel, to satisfy any engineering or service problems that may arise during the warranty period and the useful life of all items bid. To help the District assess Bidder's responsibility and ability to provide continued parts, service, and engineering support for the useful life of all items bid, Bidder may be required to submit, at its own cost, its latest Dunn & Bradstreet report and its latest independently audited financial statements.
13. **APPROVED EQUALS:** In order to establish a basis of quality, certain items or processes may be specified by description or brand name. Unless otherwise specified, it is not the intent of the IFB to exclude other items or processes of equal value, utility or merit.

Bids for equivalent items meeting the standards of quality thereby indicated will be considered provided they are received by no later than fourteen calendar days before the date of bid opening. Any such bid shall include adequate information and samples, including technical data, test results, performance characteristics, life-cycle costs, and other salient characteristics to clearly describe the item or process offered and how it equals or exceeds the characteristics of the referenced brand or process.

Unless the Bidder clearly indicates otherwise in the bid, it is understood that he/she is offering a referenced brand or process as specified herein. The District reserves the right to determine whether a substitute offer is equivalent to, and meets the standards of, quality indicated by the brand name or process referenced.

14. **AWARD OF CONTRACT:** The award of the Contract, if awarded, will be to the responsive, responsible Bidder whose bid complies with the IFB in all respects, and whose ADJUSTED BID PRICE is the lowest of all qualified bids received. The methodology for determining the adjusted bid price is described in the Bid Form (Part I of the IFB). If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, the District may award the Contract to the next lowest responsive, responsible Bidder or solicit new bids.
15. **EXECUTION OF CONTRACT:** The Contract shall be provided by the District in substantially the same form as provided in Part VI and shall be executed by the successful Bidder and returned to the District Purchasing Office (110 Vernon Street, Suite B, Santa Cruz, CA 95060) no later than ten (10) calendar days after the date of receipt of the Notice of Award. Successful Bidder shall submit the required insurance certificate(s) no later than ten (10) days after receipt of Notice of Award. Successful Bidder's execution and delivery of the insurance certificate(s) specified in the IFB is a condition precedent to the finalization of the Contract. In no event shall the successful Bidder commence work until it has received the signed Contract and notification from the District that the required insurance certificate(s) have been approved.
16. **ERRORS AND ADDENDA:** If omissions, discrepancies, or apparent errors are found in the IFB prior to the date of bid opening, the Bidder shall request a clarification from the District which, if substantiated, will be given in the form of addenda to all Bidders.
17. **NON-DISCRIMINATION:** The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability in the consideration for an award.
18. **DISADVANTAGED AND 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 Bidder 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.
19. **INQUIRIES AND CORRESPONDENCE DURING BIDDING PERIOD:** Questions pertaining to the Specifications and the Bid Documents during the bidding period shall be directed to the Purchasing Agent at (831) 426-0199.

PART III

SPECIFICATIONS FOR OFF-SITE FUELING OF METRO'S VEHICLES

1. General Description

The Santa Cruz Metropolitan Transit District desires to purchase Diesel and Gasoline Fuels for use in its vehicles. The estimated monthly requirements for this contract are 2,000 gallons of unleaded gasoline fuel and 500 gallons of diesel fuel per month. The District does not guarantee a minimum or maximum amount of fuel to be purchased each month nor shall it be held responsible for the accuracy of the estimated quantities

The specifications described below set forth the minimum requirements for the quantity and quality of the fuel to be provided hereunder. The fuel shall meet or exceed the specifications attached hereto. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Invitation for Bids (IFB). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the IFB.

2. Specifications

2.1 Unleaded Gasoline Fuel - Shall be equivalent to Regular Unleaded, 87 Octane, having the requirements as noted below:

<u>Appearance</u>	<u>Test Procedure</u>	<u>Specification</u>
API Gravity (R + M)/2 Min	D 1298	Report
Research Octane	D 2699	Report
Motor Octane	D 2700	Report
Distillation, IBP	D 86	Report
10% Evaporated, °F Max		140 (131)
50% Evaporated, °F		170 - 235
90% Evaporated, °F Max		365
Endpoint, °F Max		437
Residue, % Max		2.0
Recovery, % in		95.0
R.V.P @ 100 °F, psia Max	D 323	9.0 (13.5)(15.0)
Existent Gum, mg/100ml max	D 381	2.0
Potential Gum, 4 hrs, max	D 873	8.0
Oxygen Stability, Hours, min	D 525	6.0
Bromine No., Max	D 1159	28
Doctor Test	D 235	Negative
Corrosion, Cu Max (3 hrs @ 122F)	D 130	1
Sulfur, ppm Max	D 4294	300
Color		Un-dyed
Tel. Gr./gal, Max	D 3237	.01
Vapor/Liquid ratio Min Calc	D 439	124 (105) (116)

2.2 CARB Certified #2 Ultra Low Sulfur Diesel Fuel - The diesel fuel supplied under this contract shall be a petroleum distillate conforming to ASTM-D975 and having minimum and/or maximum characteristics as defined below. These minimum and/or maximum characteristics shall take precedence over ASTM-D975 where deviations are noted. The bidder shall certify that the diesel fuel to be supplied shall meet the EPA and CARB requirements.

Cetane Number, Min (may be attained by the use of additives)	50 +
Density, Gravity, °API#	33-37
Cloud Point, °F, Max	20
Flash Point, °F, Min.	125
Distillation, °F	
IPB, Min.	375
90%, Max, °F	640
EP, Max. °F	675+
Viscosity, CSTC 100°F	2.0 - 4.1
Water & Sediment, % Max.	0.05
Ash Content, % Max.	0.01
Sulfur, PPM Max.	15
Corrosion, 3 hrs./212°F, Max.	Pass 1/A
Carbon Residue on 10% Residuum, WT% Max.	0.25* +
Alkali or Mineral Acid	Neutral
Odor	Non-Offensive
Color	ASTM 4, Max.
Aromatic Content % Max.	8 – 12
Fluidity	
Cloud Point sum/wint (°F)	32/15 (ASTM D-2500)
Lubricity (SL BOCLE #)	3100 Min

- (+) Exceeds ASTM D-2622
- (*) Carbon residue requirement applies to the fuel base prior to the incorporation of any additives
- (1/A) The “Pass” requirement for the corrosion test shall be interpreted as no more than a transparent discoloration of any part of the test strip

2.3 CARB Certified #2 RED Ultra Low Sulfur Diesel Fuel - The diesel fuel supplied under this contract shall be a petroleum distillate conforming to ASTM-D975 and having minimum and/or maximum characteristics as defined below. These minimum and/or maximum characteristics shall take precedence over ASTM-D975 where deviations are noted. The bidder shall certify that the diesel fuel to be supplied shall meet the EPA and CARB requirements

Cetane Number, Min (may be attained by the use of additives)	50 +
Density, Gravity, °API#	33-37
Cloud Point, °F, Max	20
Flash Point, °F, Min.	125
Distillation, °F	
IPB, Min.	375
90%, Max, °F	640
EP, Max. °F	675+
Viscosity, CSTC 100°F	2.0 - 4.1
Water & Sediment, % Max.	0.05
Ash Content, % Max.	0.01
Sulfur, PPM Max.	15
Corrosion, 3 hrs./212°F, Max.	Pass 1/A
Carbon Residue on 10% Residuum, WT% Max.	0.25* +
Alkali or Mineral Acid	Neutral
Odor	Non-Offensive
Color	Red
Aromatic Content % Max.	8 – 12
Fluidity	
Cloud Point sum/wint (°F)	32/15 (ASTM D-2500)
Lubricity (SL BOCLE #)	3100 Min

- (+) Exceeds ASTM D-2622
- (*) Carbon residue requirement applies to the fuel base prior to the incorporation of any additives
- (1/A) The "Pass" requirement for the corrosion test shall be interpreted as no more than a transparent discoloration of any part of the test strip

2.4 Biodiesel B20 Blend. Petroleum diesel content shall meet specifications for CARB #2 Ultra Low Sulfur Diesel (15 PPM) Methyl Ester component shall be virgin soy meeting the specifications of ASTM-PS121 test method.

3. Future Fuel Specification Changes

During the term of this Contract, the District may require a change in the specification of the diesel fuel and/or unleaded gasoline supplied to comply with any change in federal, state or local laws governing fuel properties. In the event that such changes are necessary, the District shall provide the Contractor in writing of the change. The Contractor shall provide the District with the added cost per gallon of fuel to the price bid for the original Contract. If the District and the Contractor cannot reach an agreement on the added cost for the requested change, the Contract may be terminated by either party with 60 days written notice to the other party

4. Method of Supply

It will be necessary for the unleaded gasoline and diesel fueling to be done off-site at the facilities of the provider of the fuels. Since each vehicle will have to be transported to the Contractor's facility on a daily basis, it is imperative that the facility used for the delivery of fuel be within a 10-block radius of the District's Operations Facility at 1200 River Street, Santa Cruz, California. Each Contractor shall provide the address of their facility for fueling. In the analysis of the bids, the District shall take into consideration the distance traveled as well as the labor cost to transport the buses. Red Dye # 2 Ultra Low Sulfur Diesel will be delivered to District's emergency generators located at 1200 B River Street and 138 Golf Club Drive Santa Cruz on an as required basis.

The fueling facility must be able to fuel the District's vehicles on a twenty-four (24) hour basis, seven (7) days a week. Should the Contractor be unable to provide this level of service to the District, the District reserves the right to suspend this Contract during any period of supply interruption

5. Bid Prices/Completion of Bid Form

Where prices are called for on the Bid Form, the add-on price shall include all costs required to provide the fuel, including overhead, profits, services, insurance, delivery charges and any and all applicable costs except the taxes and fees described below. In order for a bid to be considered responsive and compliant, bidders must complete the space reflecting the average price per gallon of "CARB #2 Certified Diesel Fuel" and/or "Unleaded Regular Gasoline" based on the PAD 5 prices for San Jose, CA and as shown in the issue of Oil Price Information Service (OPIS) dated August 25, 2008. Bidders must complete the column marked "ADD ON". The price entered in the "ADD ON" column must be carried out to one thousandth of a cent (\$ 001). This factor will be added to the OPIS price of August 25, 2008 to determine the bid price.

The bid price shall exclude any and all federal taxes and applicable California State sales or use taxes. The bid prices shall also exclude any applicable Super Fund or Spill Fees. These taxes and fees are intentionally excluded from the Bid Form for the purpose of price comparison only, but will be applied as required at invoicing.

In the event there is a discrepancy between the computed extension price and the unit price, the unit price shall control and the mathematical error will be corrected accordingly.

During the term of this Contract, the prices for the diesel fuel and/or unleaded gasoline furnished may be adjusted automatically on a daily basis. Such adjustment shall be based on the PAD 5 Price for San Jose, CA, plus the "ADD ON" factor originally bid by the Contractor. The District reserves the right to question any adjustment and to require additional documentation, if necessary.

6. Accounting Method

The Contractor must be able to provide written monthly reports to the District that detail the amount of fuel pumped, the type of fuel, which fuel card was used, and the vehicle into which it was pumped. In addition, the Contractor shall provide approximately thirty (30) fuel cards to support the fueling operation. These fuel cards shall be uniquely coded so as to enable the District to determine who fueled each vehicle.

7. Payment

Payment shall be made to the Contractor in accordance with monthly invoices submitted by Contractor that reflect the amount of fuel gallons actually supplied during each month. The Santa Cruz Metropolitan Transit District is exempt from the payment of Federal and State Excise and Transportation taxes, so such taxes must not be included on invoices.

8. Term of Contract

The term of this contract shall commence on the date Contractor is provided with a written Notice to Proceed. It shall continue for a three (3) year period unless terminated. District and Contractor may extend the term of this Contract for two (2) additional one (1) year terms upon mutual written consent.

PART IV

GENERAL CONDITIONS TO THE CONTRACT

I. 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.

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.

3.2 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
 - (b) Full Personal Injury coverage
 - (c) Broad form Property Damage coverage.
 - (d) A cross-liability clause in favor of the District.

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.

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

11. 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

11.2 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 comply with Federal Transit Administration's (FTA) drug and alcohol testing regulations, 49 CFR Parts 653 and 654. 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

Time is of the essence in this Contract.

PART V

SPECIAL CONDITIONS OF THE CONTRACT

1. BASIC SCOPE OF WORK

1.01 Basic Scope of Work

Contractor shall, without limitation, furnish and deliver equipment in accordance with the "Specifications" section of the Invitation for Bids, dated July 29, 2008.

2. DEFINITIONS

2.01 General

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

2.01.01 ACCEPTANCE DATE - The date on which delivery is deemed to be complete in accordance with the provisions of the Contract and accepted in writing by the District.

2.01.02 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2 of Part VI - "Contract for ITEM," and any written amendments made in accordance with Article 13.14 of Part IV - "General Conditions of the Contract"

2.01.03 CONTRACTOR - Synonymous with Bidder.

2.01.04 DAYS - Calendar Days

2.01.05 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.

2.01.06 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.

3. BUY AMERICA CERTIFICATE

Contractor shall comply with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982 and the applicable regulations in 49 Code of Federal Register Part 661. As evidence of Contractor's knowledge and understanding and certification of intention of compliance, Contractor has executed a Buy America Certificate, which is included as part of the "Bid Form" and incorporated herein by reference. If steel and manufactured products are needed by Contractor for its performance under the provisions of the Contract, Contractor shall only use steel and manufactured products that were produced in the United States.

4. LIQUIDATED DAMAGES

If the work is not completed within the time required, damage will be sustained by the District. It is, and will be impracticable and extremely difficult to ascertain and determine the actual damage which the District will sustain by reason of such delay; and it is therefore agreed that the Contractor shall pay to the District fifty dollars (\$50.00) for each and every day's delay in finishing the Work beyond the time prescribed. If the Contractor fails to pay such liquidated damages, the District may deduct the amount thereof from any money due or that may become due the Contractor under the Contract.

The Work shall be regarded as completed upon the date the District has accepted the same in writing

5. STATE CONTRACT PROVISIONS

- 5.01 In the performance of work under these provisions, Contractor and its subcontractors will not discriminate against any employee or applicant for employment because of race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap (Government Code Section 12940 et seq.). Contractor and all its subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religious creed, medical condition, color, marital status, ancestry, sex, age, national origin, or physical handicap. Such action 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 and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by STATE setting for the provisions of this section
- 5.02 Contractor and its subcontractors will permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by STATE, for the purpose of investigation to ascertain compliance with Section 1 of this Article.
- 5.03 Contractor shall establish and maintain an accounting system and records that properly accumulate and segregate incurred costs by line item for the project. Contractor's accounting system shall conform to generally accepted accounting principles (GAAP), enable to determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Contractor connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment to District under these provisions and shall be held open to inspection and audit by representatives of STATE and the Auditor General of the State and copies thereof will be furnished upon request.
- 5.04 Contractor agrees that contract cost principles at least as restrictive as 48 CFR, Federal Acquisition Regulation System, Chapter 1 Part 31, shall be used to determine the allowability of individual items of costs. Contractor also agrees to comply with Federal procedures as set forth in 49 CFR, Part 18, Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments.
- 5.05 For the purpose of determining compliance with Public Contract Code Section 10115, et seq., Military and Veterans Code Sections 999 et seq. and Title 2, California Code of Regulations, Section 1896.60 et seq., when applicable, and other matters connected with the performance of District's contracts with third parties pursuant to Government code Section 10532, Contractors and subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. Contractor and its subcontractors shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under such contract. STATE, the State Auditor General, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions and copies thereof shall be furnished if requested.

6 LABOR HARMONY REQUIREMENT

The construction manager/general and sub-contractor(s) at all tiers must be able to furnish labor that can work in harmony with all other elements employed or to be employed in conjunction with the construction work on the site. Without limiting the generality of the foregoing, 'labor harmony' shall include a provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any work disruption, slowdowns

or stoppages, or any violence or harm to any persons or property while performing any work or activities affecting the project in any way, including but not limited to: (1) traveling to and from the work site; (2) loading, transporting and off-loading of equipment and materials on the construction site; (3) delivery, receipt and unloading of material or equipment, or the provision or receipt of any construction-related services at any designated storage area, or the work site; (4) the performing of the work of the contract at the work site; and on non-working time associated with the above while employees are on site (e.g. lunch hours, breaks, queuing for transportation, etc.).

If a contractor causes any work disruption, slowdowns or work stoppages as a result of its inability to ensure labor harmony, that contractor shall pay to District the sum of \$100 per day as liquidated damages while such work disruption, slowdown or work stoppage is underway. As an independent and further remedy, District reserves the right to order the offending contractor to cease work on the project until such time as the work disruption, slowdown or stoppage is resolved and, if the work disruption, slowdown or stoppage is not resolved in District's opinion, within a reasonable period of time, District reserves the right to withdraw the contract from the contractor and to put such contract or remainder of such contract out for re-bid.

If District claims that this provision has been violated, the contractor(s) must agree to submit the issue to emergency arbitration for final and binding resolution. The permanent arbitrator over such disputes shall be the Honorable Nat Agliano, retired or, if he is unavailable, the Honorable Richard Silver, retired. If they decline to serve and the parties are unable to agree on an acceptable alternative, the arbitrator will be selected by petition to the Superior Court for the County of Santa Cruz. The Arbitrator's authority shall be limited to a determination of whether the Labor Harmony requirement has been violated and, if so, what shall be the remedy.

PART VI
FOR PROCUREMENT OF OFF SITE FUELING OF METRO'S VEHICLES
(09-03)

THIS CONTRACT is made effective on _____, 2008 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 Off Site Fueling of METRO's Vehicles

District requires Off Site Fueling of METRO's Vehicles services to be used for standard purposes. In order to obtain said Off Site Fueling of METRO's Vehicles, the District issued an Invitation for Bids, dated July 29, 2008 setting forth specifications for such Off Site Fueling of METRO's Vehicles. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of Off Site Fueling of METRO's Vehicles services desired by the District and whose principal place of business is _____ Pursuant to the Invitation for Bids by the District, Contractor submitted a bid for Provision of said Off Site Fueling of METRO's Vehicles, 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 lowest responsive, responsible bidder to provide said Off Site Fueling of METRO's Vehicles services. The purpose of this Contract is to set forth the provisions of this contract.

1 05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "contractor" and "supplier" are synonymous.

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 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids" dated July 29, 2008.

b) Exhibit B (Bid Form)

Contractor's Bid Form to the District for Item, signed by Contractor and dated August 25, 2008.

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 supersede Exhibit B.

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

Contractor shall perform work under this Contract at such times to enable it to meet the time schedules specified in the Specifications Section of the IFB. The Contractor shall not be responsible for delays caused by force majeure events described in Section 2 of the General Conditions of the Contract.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force for a three (3) year period thereafter. At the option of the District, this contract may be renewed for two (2) additional one (1) year terms under the same conditions and prices. District and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor for fuel purchased based on the PAD 5 price plus add-on as identified in the Bid Form, Exhibit B, for satisfactory completion of all work under the terms and provisions of this Contract within thirty (30) days thereof. Contractor understands and agrees that if he/she exceeds the \$ _____ maximum amount payable under this contract, that it does so at its own risk.

4.02 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 services. No expenses shall be paid by the District unless specifically allowed by this contract

5. 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: _____

6. 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 it. 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 VII

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, nor any officer or controlling interest holder of Contractor, 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

DOI 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 DOI 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 bid. A bid 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 DOI-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 or 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.

173 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 VIII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURE

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 Invitation for Bid (IFB) package must be filed within ten (10) calendar days after the date the IFB is first advertised. Protests relating to a recommendation for award solicited by this IFB 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 bidders. 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 Bid Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

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

Should the DISTRICT postpone the date of bid 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 bid 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.

A Bidder 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

PART I

BID FORM

The undersigned ("Bidder"), upon acceptance by the District, agrees to furnish all labor, freight, transportation, materials, equipment, services, supplies and other work in accordance with the Invitation for Bids entitled Item dated July 29, 2008 at the following prices. The unit bid prices should NOT INCLUDE SALES, USE, EXCISE OR ANY OTHER TAX, they are to be shown in the second column if applicable.

Item No.	Item Description	August 25, 2008 PAD Price	Add On	Total Price per Gallon
1	Unleaded Gasoline Fuel, 87 Octane	3,315	.0675	3,385
2	CARB #2 Ultra Low Sulfur Diesel Fuel	3.23	.1025	3,332
3	CARB #2 Red Dye Ultra Low Sulfur Diesel Fuel	3,235	.0725	3,3075
4	Biodiesel B20 Fuel	4,735	.0650	4,80

Location of fueling facility: 139 Encinal St. Santa Cruz Ca. 95060

The successful bidder obligates him/herself to provide any or all of the bid items at the bid price. District reserves the right to award bid items separately or as a package. District may accept or reject the bid items at its discretion. Award of the bid will be based on totals provided for the Base Items, Options shall not be used in the determination of low bid. The Board of Directors also reserves the right to reject all bids for any reason.

Bidder has examined and is fully familiar with all terms and conditions of the Invitation for Bids and any addenda issued by the District thereto, and Bidder unconditionally submits this bid in strict accordance with said Invitation for Bids. Bidder has carefully checked all words and figures shown on this Bid Form and has carefully reviewed the accuracy of all documents, representations, manufacturer's literature, and statements submitted with this bid.

Bidder understands that this bid constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of bid opening. If awarded the contract, bidder agrees to deliver to the District executed copies of the final contract and required insurance certificates within ten (10) calendar days of the date of the District Notice of Award. Said Notice of Award shall be deemed duly given to Bidder upon delivery if delivered by hand, or three (3) calendar days after posting if sent by mail to Bidder's address.

Bidder understands that no partial, conditional or qualified bids shall be accepted for any bid item. Bidder further understands the right of the District Board of Directors to accept or reject any or all bids received for any reason. The District reserves the right to waive minor irregularities.

Bidder has included manufacturers' brochures describing the equipment bid under this IFB. Any proposed deviation from any item in the IFB specifications has been delineated on said brochures or on a separate attachment included with the bid. Bidder represents that the equipment and other work bid meets the specifications in all respects unless clearly noted to the contrary in the bid submittal.

The contract, if awarded, will be to the lowest responsive, responsible bidder. Bidder understands that the "lowest responsible bidder" is the lowest bidder whose offer best responds in quality, fitness and capacity to the requirements of the Invitation for Bids. The District reserves the right to award to other than the lowest bidder if the District finds that the lowest bidder is not responsible.

Bidder acknowledges receipt of the following addenda to the Invitation for Bids. All cost adjustments or other requirements resulting from said addenda have been taken into consideration by the bidder and included in the bid.

Addenda No.'s _____

Bidder has submitted the following documents with the bid:

1. Exceptions, if any, taken to the specifications or other sections of the IFB. (Warning: Substantive exceptions will be cause for bid rejection.)
2. Copy of any standard warranties in accordance with the Specifications.
3. Manufacturer's specifications, description, promotional material describing the item bid.
4. Fully executed copy of the "Debarment, Suspension and Other Ineligibility Certification" listed as Page I-4 of the Bid.
5. Fully executed copy of the "Lobbying Certification" listed as Page I-5 of the Bid.
6. Fully executed copy of the "Buy America Provision Certification" listed as Page I-6 of the Bid, if applicable.

Bidder understands that bids shall be placed in a sealed envelope marked as indicated below and delivered to the Purchasing Office of the Santa Cruz Metropolitan Transit District, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 prior to the time of bid opening. Bids postmarked before bid opening but delivered afterward shall be rejected.

IFB No. 09-03
"Off-Site Fueling of METRO Vehicles"
Bid Opening 2:00 p.m., August 25, 2008

Bidder has full power and authority to enter into and perform the work described in the Invitation for Bids on behalf of the company noted below.

Devco Oil Inc.
Company Name

Indicate:

Sole Proprietorship Partnership Corporation

Joint Venture with N/A

139 Encinal St.

Street Address

Santa Cruz, Ca. 95060

City, State, Zip Code

Juan Vasquez Jr.

Signature of authorized company official

Juan VASQUEZ JR. Sales Manager

Typewritten name of above and title

Juan VASQUEZ JR Sales Manager juandevco1@yahoo.com

Name, title, and email address of person to whom correspondence should be directed

(831) 423-4121

Telephone Number

(831) 423-4128

FAX Number

8/25/08

Date

77-0177624

Federal Tax ID No

The Santa Cruz Metropolitan Transit District is a special purpose District and is a subdivision of the State of California.

Listing of major subcontractors 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) Devco Oil Inc. 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) Devco Oil Inc. 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.

Juan Vazquez Jr. Sales Manager.
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--ILL, "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 Juan VASQUEZ Jr.
Signature of Authorized Official Juan Vasquez Jr.
Name and Title of Authorized Official Sales Manager
Date 8/25/08

**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: 8/25/08
Signature: Juan Vasquez Jr.
Company Name: Devco Oil Inc.
Title: Sales Manager.

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: _____

BIDDER DBE INFORMATION

BIDDER'S NAME W/A
 DBE GOAL FROM CONTRACT W/A %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

BIDDER'S ADDRESS _____

BID AMOUNT \$ _____
 BID 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 bid or 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	DOLLAR AMOUNT DBE ***	PERCENT DBE
	N/A			
			TOTAL CLAIMED DBE PARTICIPATION	\$ _____ %

SIGNATURE OF BIDDER _____

DATE _____

AREA CODE/TELEPHONE _____

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

* 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 bids 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.

BIDDER 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
	W/A				
TOTAL CLAIMED DBE PARTICIPATION				\$ _____	_____ %

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors


FROM: District Counsel

RE: Claim of: Inman, Bruce
Date of Incident: 06/27/08

Received: 08/05/08 Claim #: 08-0025
Occurrence Report No.: SC 06-08-21

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$_____ and reject the balance.

By 
Margaret Gallagher
DISTRICT COUNSEL

Date: 8/28/08

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of September 12, 2008.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/Ig
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(Pursuant to Section 910 et Seq., Government Code)

Claim # 08-0025

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

1. Claimant's Name: Bruce Inman

Claimant's Address/Post Office Box: _____

Claimant's Phone Number: _____

2. Address to which notices are to be sent: _____

3. Occurrence: Bus making Right turn + stopped after hitting a sign

Date: 6-27-08 Time: 1:20 P.M. Place: Front street

Circumstances of occurrence or transaction giving rise to claim: Knee ~~spine~~ Injury, hit head + nose

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: loss of work 30 days Bent rims on my bike knee *

5. Name or names of public employees or employees causing injury, damage, or loss, if known: _____

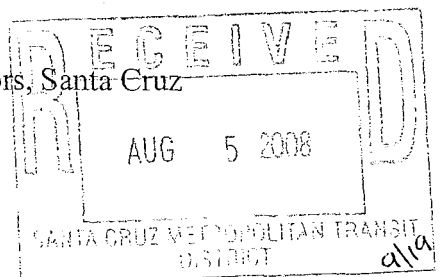
6. Amount claimed now \$ _____
Estimated amount of future loss, if known \$ less than \$5000
TOTAL \$ _____

7. Basis of above computations: _____

[Signature]
CLAIMANT'S SIGNATURE (or Company Representative or Parent of Minor Claimant)

8-5-08
DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District



9.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 12, 2008

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: CONSIDERATION OF REQUEST FROM SECOND HARVEST FOR BUSES TO BE USED IN FOOD DRIVE

ACTION REQUESTED AT THE SEPTEMBER 12, 2008 BOARD MEETING

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve the request from the Second Harvest Food Bank for the use of METRO buses as part of the 2008 Holiday Food Drive.

II. SUMMARY OF ISSUES

- In the past METRO has worked with the Second Harvest Food Bank on a "Fill The Bus" promotion.
- These events have proven to be successful.
- Last year no event was held.
- The Food Bank has requested that the promotion be slightly different this year.
- They are requesting that METRO provide three buses for four hours each to carry business leaders for a tour of the Food Bank.
- METRO would be listed as a sponsor of the event, and receive positive community exposure.

III. DISCUSSION

Santa Cruz METRO has participated in various promotions with the Second Harvest Food Bank. One of the more successful events was a "Fill The Bus" event where local businesses competed to see who raised the most pounds by filling a transit bus with food. Last year, there was no promotion.

METRO was recently contacted by the Second Harvest Food Bank regarding a slightly different promotion for this year. Instead of using a bus to carry food, they are requesting the use of three buses to pick up various individuals from businesses and then transport

them to the Second Harvest Food Bank where they would receive a tour of the facility. They are interested in doing this type of promotion this year due to the extreme need that they are projecting due to the economy. It is felt that by showing more people their operation, it will encourage higher levels of donations, and a better understanding of the greater need this year.

With the implementation of the new Federal Transit Administration Regulation on Bus Charters, the only way this request can be provided by METRO is to provide these buses free of charge. The rationale for providing them is that METRO will be a co-sponsor of the event, and get marketing exposure from the event. This is similar to what METRO has done by providing buses for the Santa Cruz Chamber of Commerce and for the UTU Senior Dinner.

IV. FINANCIAL CONSIDERATIONS

The estimated cost of providing this service is projected to total approximately \$1,000.

V. ATTACHMENTS

None