

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## BOARD OF DIRECTORS REGULAR MEETING AGENDA

September 23, 2005 (Fourth Friday of Each Month)

\*CITY HALL COUNCIL CHAMBERS\*

\*809 CENTER STREET\*

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 12:00 p.m.

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT [WWW.SCMTD.COM](http://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
  - a. The following individuals submitted letters Re: Labor Negotiations:
    - CR Payne
    - Ceral Leigh
    - Sterling
    - Nina Taylor
    - Wallea Draper
    - Logan Quincy
    - Jamie Perkins
    - Michael & Dorothy Spaventa
    - Linda M. Reber
    - Judith Hilliard
    - Dan Stevenson
    - William Tatt
    - Stephanie Reber
    - Andrea Ames
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

#### **CONSENT AGENDA**

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 12, AUGUST 17, AND AUGUST 26 AND SPECIAL MEETING MINUTES OF AUGUST 3, 2005  
Minutes: Attached

- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF AUGUST 2005  
Report: Attached
- 5-3. ACCEPT AND FILE AUGUST 2005 RIDERSHIP REPORT  
Report: Attached
- 5-4. CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF DELMY JACKSON, CLAIM # 05-0019
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR SEPTEMBER 21, 2005 AND DRAFT MINUTES OF JULY 20, 2005  
Agenda/Minutes: Attached
- 5-6. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY, JUNE AND JULY 2005  
Report: **WILL BE DISTRIBUTED AT THE SEPTEMBER 23, 2005 BOARD MEETING**
- 5-7. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF JUNE 2005  
Staff Report: Attached
- 5-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF JULY 2005  
Staff Report: Attached
- 5-9. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE AUGUST 2005 MEETINGS  
Staff Report: Attached
- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE OPTION TO PURCHASE PARATRANSIT BUS USING THE STATE OF CALIFORNIA CONTRACT  
Staff Report: Attached
- 5-11. ACCEPT AND FILE INFORMATION ON AB2766 JOINT GRANT AWARD FOR BUS RAPID TRANSIT (BRT) FEASIBILITY STUDY  
Staff Report: Attached
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A WATSONVILLE TRANSIT CENTER LEASE AGREEMENT WITH ALI GHARAHGOZLOO AND JESSICA HSU D/B/A JESSICA'S GROCERY STORE, INC., FOR SPACE IN THE BUILDING FOR CONVENIENCE STORE AND ON-SITE JANITORIAL, MAINTENANCE AND MANAGEMENT DUTIES  
Staff Report: Attached

- 5-13. CONSIDERATION OF APPROVAL OF RESOLUTION TO ALLOW CALPERS TO ADJUST THE PREMIUM PAYMENT CAPS FOR MEDICAL INSURANCE FOR SEIU  
Staff Report: Attached

### **REGULAR AGENDA**

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:  
Presented By: Chair Keogh  
Staff Report: Attached  
**THIS PRESENTATION WILL TAKE PLACE AT THE SEPTEMBER 23, 2005 BOARD MEETING**
7. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR STATE LEGISLATIVE SERVICES  
Presented By: Tom Stickel, Maintenance Manager  
Staff Report: Attached
8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR LICENSED BROKER SERVICES FOR REAL ESTATE MARKETING AND SALES OF PROPERTY LOCATED AT 25 SAKATA LANE, WATSONVILLE, CA  
Presented By: Tom Stickel, Maintenance Manager  
Staff Report: Attached
9. ACCEPT AND FILE METROBASE STATUS REPORT  
Presented By: Les White, General Manager  
Staff Report: Attached
10. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
11. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

### **SECTION II: CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Significant exposure to litigation exists pursuant to Government Code Section 54956.9 (b) (1))
- a. Number of Cases: One

### **SECTION III: RECONVENE TO OPEN SESSION**

12. REPORT OF CLOSED SESSION

**ADJOURN**

**NOTICE TO PUBLIC**

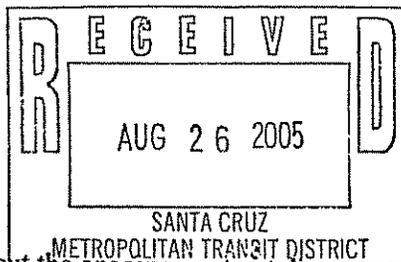
Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be 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 City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

August 7, 2005  
Santa Cruz Metropolitan Transit District  
Transit Board of Directors  
370 Encinal Street  
Santa Cruz, CA. 95060



To the Transit Board of Directors,

I am writing this letter to convey my serious concern about the ongoing contract dispute at the Santa Cruz Metropolitan Transit District. I am a passenger who is solely dependant on the Transit System you oversee. I can not believe the issues that are forcing your employee base to consider striking to be so significant that the Board cannot find a reasonable solution. The amount of Healthcare premium payments the Drivers are forced to pay for their families is outrageous. It seems only fair that the employees get the same benefits provided your management staff. Your drivers are hard working and deserve safe and healthy work rules. I am in full support of the drivers and their struggle for a fair contract.

Please fix the problem before you impact my ability to earn a living, see my doctor, get groceries, take my children to school, utilize recreational areas and spend my disposable income. **FIX IT NOW!!!**

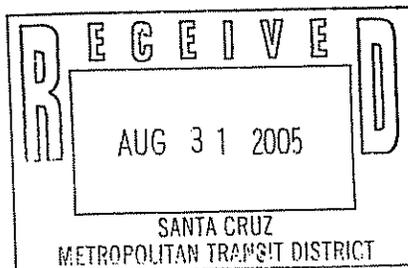
NAME: CR Payne  
ADDRESS (optional): \_\_\_\_\_

PHONE: 831.420.1578

E-MAIL: cpayne@ucsc.edu

August 4, 2005

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



To the Transit Board of Directors,

I am writing this letter to convey my serious concern about the ongoing contract dispute at the Santa Cruz Metropolitan Transit District. I am a driver, family member of a driver or a friend of a driver who works for the Transit District. I can not believe the issues that are forcing your employee base to consider striking to be so significant that the Board cannot find a reasonable solution. The amount of Healthcare premium payments the Drivers are forced to pay for their families is outrageous. It seems only fair that the employees get the same benefits provided your management staff. Your drivers are hard working and deserve safe and healthy work rules. I am in full support of the drivers and their struggle for a fair contract.

Please fix the problem before you impact the community you serve and the employees that work for you. Take the new monies provided (federal discretionary monies) and protect your workers. **FIX IT NOW!!!**

NAME: Coralie High  
ADDRESS (optional): \_\_\_\_\_

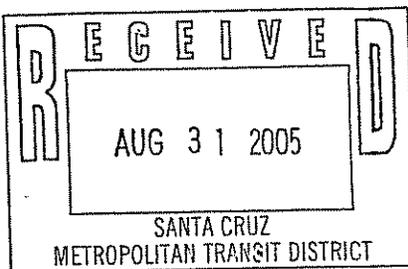
PHONE: 650-804-2708

E-MAIL: coralie@stanford.edu

2-9.1

August 4, 2005

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



To the Transit Board of Directors,

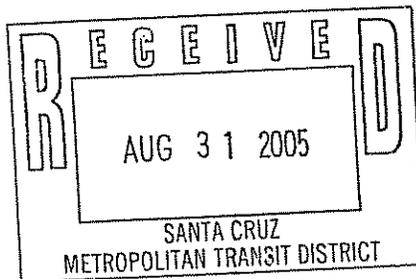
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NAME: STERLING  
ADDRESS (optional): \_\_\_\_\_  
PHONE: 320-7143  
E-MAIL: set233@nyu.edu

August 4, 2005

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



To the Transit Board of Directors,

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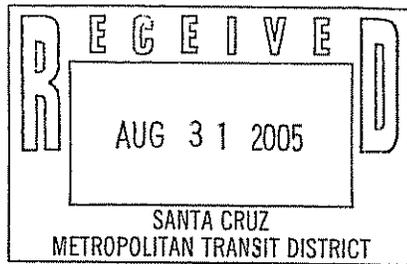
Please fix the problem before you impact the community you serve and the employees that work for you. Take the new monies provided (federal discretionary monies) and protect your workers. **FIX IT NOW!!!**

NAME: Ninataylor  
ADDRESS (optional): 19737 Vierracanyon Road, Salinas, CA 93907-1334  
PHONE: 408-639-9337  
E-MAIL: The5taylor@aol.com

2-9-2

August 4, 2005

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



To the Transit Board of Directors,

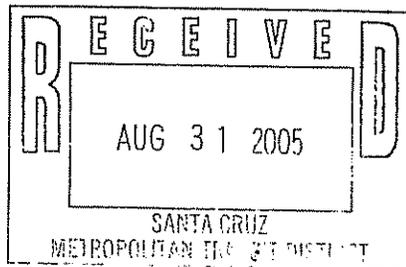
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NAME: Wallea Draper  
ADDRESS (optional): 17595 Uepra Canyon  
Prunedale Ca 93907  
PHONE: 663-1111  
E-MAIL: draperdesign@aol.com

August 4, 2005

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



To the Transit Board of Directors,

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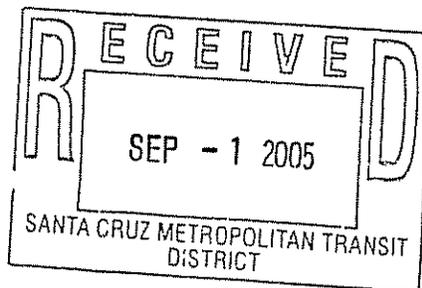
Please fix the problem before you impact my ability to earn a living, see my doctor, get groceries, take my children to school, utilize recreational areas and spend my disposable income. FIX IT NOW!!!

NAME: Logan Quincy  
ADDRESS (optional): 832 50 Second St  
San Jose 95112  
PHONE: 408-939-0269  
E-MAIL: \_\_\_\_\_

2-9.3

August 4, 2005

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



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NAME: Jamie Perkins

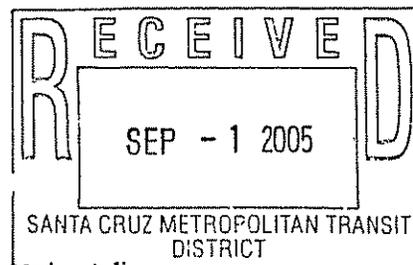
ADDRESS (optional): at Western

PHONE: [Redacted]

E-MAIL: Santa Cruz CA 95060  
alleyfrisbee2@stglobal.net

August 4, 2005

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



To the Transit Board of Directors,

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NAME: Michael + Dorothy Spaventa

ADDRESS (optional): Michael Spaventa

PHONE: 831-927-2716

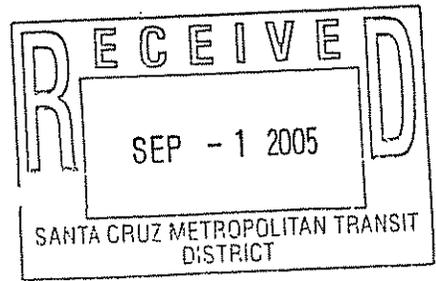
E-MAIL: \_\_\_\_\_

2-9.4

August 2005

8/30/2005

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



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NAME: Linda M Reber

ADDRESS (optional): 333 Ashtola #27

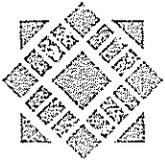
Santa Cruz 95062

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

*Linda M Reber*

2-a.5



**San José State**  
UNIVERSITY

**Division of Academic Affairs**  
**Enrollment and Academic**  
**Services**

**Academic Services Unit**  
**Learning Assistance Resource**  
**Center (LARC)**

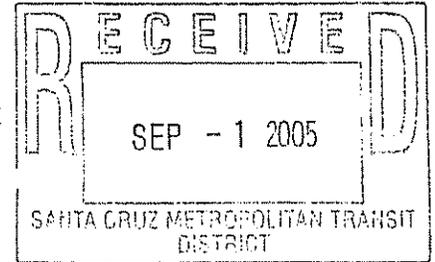
One Washington Square  
San José, CA 95192-0198  
Voice: 408-924-2587  
Fax: 408-924-6958  
<http://www.sjsu.edu/larc>

Director:  
Alice Ting

Academic Services Areas:  
Educational Opportunity  
Program  
Faculty Mentor Program  
Retention Program  
STAR Center for Athletes  
Student Advising Center (SAC)  
Summer Bridge Program

August 30, 2005

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



To Whom It May Concern:

I have been riding on Highway 17 buses since 1989, and I am constantly impressed by the courtesy and intelligence of the drivers. You, therefore, may imagine my surprise that they have been forced to call a strike. These drivers are the backbone of your organization, and they should be treated with reverence and not contempt.

The two drivers I have ridden with the most are Laura Harold and Mario Espinosa. They are truly safe and knowledgeable and know every regular rider by name. In fact, when I had open-heart surgery, they called every week to see how I was. I am telling you this because I have excellent medical insurance at my job and pay only 36 cents a month for it. Also, when I had my surgery, I never paid anything for it. When I learned in the Santa Cruz Sentinel how much you charge your employees, I was shocked. They deserve to be treated better than what you are doing. I also am sure that you members of the Board of Directors receive ample medical coverage, which is totally unfair.

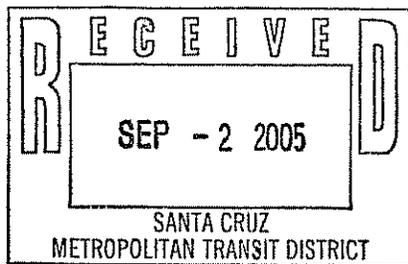
The other riders and I look forward to a quick resolution of this problem, because driving Highway 17 is not a viable option. That is why you should revere these drivers and not cheat them.

Yours truly,  
*Judith Hilliard*  
Judith Hilliard

CC: Laura Harold and Mario Espinosa

The California State University:  
Chancellor's Office  
Bakersfield, Channel Islands, Chico,  
Dominguez Hills, Fresno, Fullerton,  
Hayward, Humboldt, Long Beach,  
Los Angeles, Maritime Academy,  
Monterey Bay, Northridge, Pomona,  
Sacramento, San Bernardino, San Diego,  
San Francisco, San José, San Luis Obispo,  
San Marcos, Sonoma, Stanislaus

2-9.6



September 1, 2005

To the board:

It needs to be acknowledged that you are in a difficult set of circumstances. Since the early 1990's, it has been a struggle to maintain solvency. General manager, Les White, hired in 1997, with the aid of his assistant Mark Dorfman, have brought the district back to solvency, while getting capital improvement and breaking ground on the Metrobase.

There have been increasing costs to the medical industry. Increasing pharmaceutical costs, the medical fall-out to Medicare of the ongoing military engagement in Iraq, the costs to shipping of the increasing price of oil and the population explosion of the elderly are just some of the issues. Apparently, one can add increases in emergency medical costs to the list because of the apparent impact that Global warming will have on our world and lives. Without regulation or nationalization these costs will continue to be passed on to you.

You preside over an aging workforce. Because of the way that seniority is tied to wages, your labor costs will go up even if you do not give us a contractual wage increase. I understand that from your perspective all you can see is skyrocketing costs. Even the Metrobase will end up costing more than planned. Construction projects always do.

You face all of this with no additional time or money to compensate for your efforts. It is seen as just part of the job you hold as political representatives in local government, a job made more difficult because of the impact of decreased funding for local governments and public agencies.

Moreover, we have an aging transit infrastructure in Santa Cruz that needs funding for updates and improvements. In some cases, the neglect is so bad that you may be at risk for lawsuits and grievances.

There are many difficulties and challenges' facing you and that is why, it is confusing to me why you voted unanimously to give Les White a salary increase. I am not saying that he does not deserve what he is making. Indeed, he deserves more. However, I thought that you had no more money.

With the money that you paid Les White, you could have paid for our General Leave, one of the few major sticking points left standing in the way of a new labor agreement. It is stunning to me that you have such a low regard for General Leave. I believe it is because you are being massively misinformed by your staff.

General Leave is an industry wide concession by management as an acknowledgement to workers who are in circumstances where their working conditions create unusual hardships on the health, well being and lifestyle for them and their families. WE ARE NOT BEING PAID FOR NOT WORKING. GENERAL LEAVE IS NON-PAID LEAVE! We are being compensated one months medical benefit for the work we do and the stress we incur.

The district benefits by supporting drivers to stay working as drivers. This in turn supports riders and the general public who benefit from a consistent workforce.

Also, I do not understand why you are insisting that General Leave be permanently removed. Please continue to negotiate on General Leave. A little compromise and flexibility goes a long way.

Z-9.7

Again, I am sorry about the difficulties you face. I think many drivers would be willing to work on these issues with you if you were willing to solicit our help.

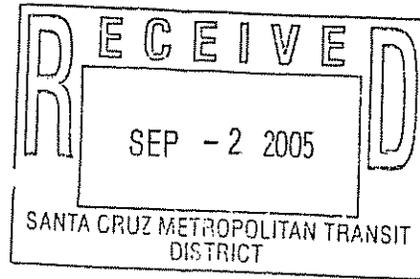
Thanks again.

Dan Stevenson  
Local 23

Z-a.8

August 4, 2005

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



To the Transit Board of Directors,

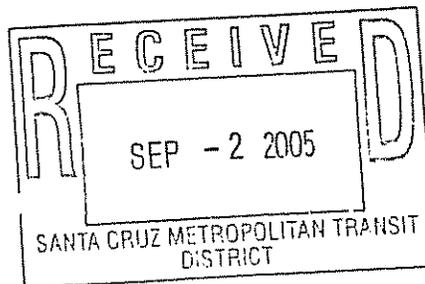
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Please fix the problem before you impact my ability to earn a living, see my doctor, get groceries, take my children to school, utilize recreational areas and spend my disposable income. **FIX IT NOW!!!**

NAME: WILLIAM TAIT  
ADDRESS (optional): 216 WESTERN BL  
SANTA CRUZ 95060  
PHONE: (831) 427-7716  
E-MAIL: \_\_\_\_\_

August 4, 2005

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



To the Transit Board of Directors,

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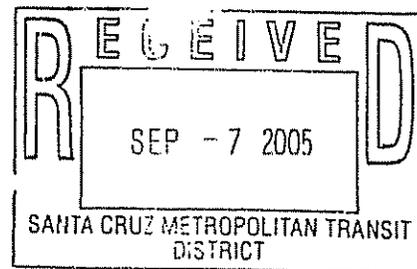
Please fix the problem before you impact my ability to earn a living, see my doctor, get groceries, take my children to school, utilize recreational areas and spend my disposable income. **FIX IT NOW!!!**

NAME: SHAWN DEBAR  
ADDRESS (optional): 2333 FORTOLA DR. #501  
SANTA CRUZ, CA. 95062  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

2-a.9

August 4, 2005

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



To the Transit Board of Directors,

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NAME: ANDREA AMES  
ADDRESS (optional): \_\_\_\_\_

PHONE: 469-0830

E-MAIL: \_\_\_\_\_

2-9.10

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**SPECIAL Open Session Minutes- Board of Directors**

**August 3, 2005**

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Wednesday, August 3, 2005 at the Capitola City Council Chambers, 420 Capitola Avenue, Capitola, CA.

Chair Keogh called the meeting to order at 8:30 a.m.

**SECTION 1: OPEN SESSION**

**1. ROLL CALL:**

**DIRECTORS PRESENT**

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

**DIRECTORS ABSENT**

Dale Skillicorn  
Ex Officio Wes Scott

**STAFF PRESENT**

Mark Dorfman, Assistant General Manager  
Margaret Gallagher, District Counsel  
Steve Paulson, Paratransit Administrator  
Elisabeth Ross, Finance Manager

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

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

Ellen Aldridge, Avery & Associates  
Glenn Bartz, SEIU  
Andre Hart, UTU  
Gary Klemz, SEIU Field Representative  
Ian McFadden, SEA  
Bonnie Morr, UTU

5-1.1

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

Margaret Gallagher reported that there would be a discussion with METRO's Labor Negotiator regarding labor negotiations with SEIU and UTU.

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

Ian McFadden distributed a spreadsheet comparing employer vs. employee medical caps, which is attached to the file copy of these minutes. The spreadsheet is a projection assuming a 112% premium increase over the next five years and shows that an employee would pay over \$1,000 per month by the 5<sup>th</sup> year for family coverage if an employer cap was imposed now, which is unacceptable to SEIU and cited UTU's cap as an example of the District not changing a cap once it was in place.

Bonnie Morr discussed the District's suggestion of removing General Leave from the existing contract and stated this benefit doesn't cost the District "a damn thing" and that bus operators need a month off with out pay. Ms. Morr provided a spreadsheet comparing UTU and SEIU contracts with dollar amounts associated with some of the proposed changes to the UTU contract and she also provided additional information outlining UTU's latest proposal, both items are attached to the file copy of these minutes. Ms. Morr expressed her disappointment with the mediation process stating that she was lied to regarding the mediator's presence at the last mediation session on August 2nd and that the items being discussed at negotiations are "piddily things" that make the job palatable and stated the job bus operators did was "disgusting, filthy work" and that the District's last, best and final offer is "insulting", "a slap in the face" and "disgusting" to UTU and according to UTU's lawyer, the language it contains addressing the IWC is illegal.

Ms. Morr stated that the District should find the funds to keep the UTU work rules the way they currently exist and cover medical premiums and suggested that the \$1.025 million roll-over from last fiscal year and the recently approved TEA-bill are sources of funds. Vice Chair Rotkin clarified that neither of those are sources of funds because the roll-over is less than this year's deficit and the TEA-bill is less than anticipated and not even enough to build MetroBase.

Keogh asked about the reserve accounts and an explanation regarding the mediator. Les White clarified that no new money is being put into reserves and that \$300,000 is being taken from reserves for the operating budget this year. Ellen Aldridge stated she spoke to the mediator, Shirley Campbell on Monday, the day before the mediation. Ms. Campbell had told Ms. Aldridge that she did not attend because METRO had not settled with SEIU and UTU was insisting on a "me too" clause and since this request could not be accommodated, she didn't attend. Ms. Aldridge stated she explained to UTU at the beginning of the session that the mediator would not be present and UTU's attorney agreed to mediate directly.

Ms. Morr then alleged that Steve Paulson was threatening ParaCruz employees with termination if they do not cross a picket line.

5-1.2

Director Bustichi then asked Ms. Morr for clarification about her allegations of being lied to, stating a misunderstanding may have occurred. Ms. Morr replied that someone could have called UTU's negotiating team on Monday regarding the mediator's absence on Tuesday. Ms. Morr stated that she feels the entire negotiation process has been disingenuous and offensive since it began April 1<sup>st</sup>.

Director Harlan stated the bottom line is the budget deficit and asked if UTU had or could come up with ideas to address that. Ms. Morr said yes, but that the entire \$1.4 million deficit due to poor budgeting and spending cannot come out of the pockets of the operators.

Glenn Bartz asked the Board to direct the negotiation team back to the table for more discussion stating that SEIU does not want to strike over some minor issues and feels an economic agreement is close. Director Tavantzis asked how SEIU proposes to bridge the gap to reach and agreement on the medical cap, the one remaining outstanding item.

Mr. Bartz stated that he thought that language could be modified to reach a neutral ground so that neither side had a medical cap, which would allow SEIU and METRO to reach a 1-year agreement this year. Mr. Bartz feels this is a way that nobody wins or loses this year, there would be no strike this year and hopefully, the economic situation would be better for longer-term negotiations next year.

Gary Klemz thanked the METRO for the movement they had made regarding some of the contract language. Mr. Klemz stated that the bottom line is that SEIU cannot live with an employer medical cap and echoed Mr. Bartz's request for another negotiation session to craft language for a 1-year agreement and avoid a strike.

Vice Chair Rotkin stated that Mr. Klemz represents that city workers and that the city had a cap and asked why METRO should not have a cap. Mr. Klemz stated there was not a lot of trust and used the PERS retirement cap and UTU medical premium cap as examples. Vice Chair Rotkin discussed the benefits UTU employees gained by having the cap and stated that UTU made that choice against the advice of METRO, in public and on the record. Mr. Klemz replied that it had been explained to SEIU in mediation that the purpose of the employer caps in management's proposal to SEIU is for the benefit of UTU seeing parity on the medical insurance between both unions.

Director Beautz stated that other agencies have caps and it is necessary because otherwise the taxpayers bear the cost. Mr. Klemz replied employer caps in the transit industry aren't that common, but employee caps are. Mr. Klemz stated that there is no economical difference whether there are caps in this 1-year period and this is not worth risking a strike over.

Bonnie Morr and Vice Chair Rotkin then discussed the caps for UTU employees. Ms. Morr asked for another mediation session and also stated the proposed language to cover the IWC ruling is illegal.

Director Tavantzis and Ms. Morr discussed the medical cap and asked what, if anything, UTU would exchange (work rules) to fund the additional cost to METRO for UTU medical premiums.

5-1.3

Director Tavantzis gave a specific hypothetical example of Martin Luther King, Jr, Day, as being something UTU could give up with the savings being used to offset the family portion of the medical and pointed out that an agreement like that cannot be reached if the entire UTU workforce is not willing to share some of the burden. Ms. Morr replied that something like that would most likely be supported, as long as what they were giving up was not going to destroy their daily lives and turn this job into "not a good job". Ms. Morr stated that whatever is taken away to reach an agreement this year should be just temporarily eliminated, not permanently.

Ian McFadden commented on the District insisting on implementing a medical cap for SEIU and Director Beautz responded that METRO's medical is a huge issue because it has gone up dramatically in the past five years and is being paid by taxpayers. Mr. McFadden said that other Bay Area transit districts have larger deficits and they came up with solutions without employer caps.

Andre Harte, bus operator, stated that he works 7 days a week as a bus operator, framing houses and landscaping to pay his bills and never gets to see his family.

## **SECTION II: CLOSED SESSION**

Chair Keogh adjourned to SPECIAL Closed Session at 9:55 a.m. and reconvened to SPECIAL Open Session at 11:50 a.m.

## **SECTION III: RECONVENE TO OPEN SESSION**

### **4. REPORT OF CLOSED SESSION IF ANY**

None.

There being no further business, Chair Keogh adjourned the SPECIAL meeting at 11:50 a.m.

Respectfully submitted.

ROBYN SLATER  
Human Resources Manager

5-1.4

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Minutes- Board of Directors**

**August 12, 2005**

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 12, 2005 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Keogh called the meeting to order at 9:04 a.m.

**SECTION 1: OPEN SESSION**

**1. ROLL CALL:**

**DIRECTORS PRESENT**

Jan Beautz (arrived after roll call)  
Dene Bustichi  
Stephanie Harlan  
Michelle Hinkle  
Mike Keogh  
Emily Reilly  
Mike Rotkin  
Dale Skillicorn  
Pat Spence  
Mark Stone  
Marcela Tavantzis

**DIRECTORS ABSENT**

Ex-Officio Wes Scott

**STAFF PRESENT**

Mark Dorfman, Assistant General Manager  
Terry Gale, IT Manager  
Margaret Gallagher, District Counsel  
Steve Paulson, Paratransit Administrator

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

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

Glenn Bartz, SEIU  
Adela Bates, SEIU  
Gary Blair, UTU  
Cheryl Brondstatter, PSA  
Carlos Carrera, SEIU  
Laura Carrera, SEIU  
Robert Chacanaca, MBCLC Vice President  
Mike Cotroneo, UTU  
Patricia Cummings, UTU  
John Daugherty, SEIU

Joe Keffer, SEIU Organizing Director  
Gary Klemz, SEIU Field Representative  
Carol Koenig, Counsel to UTU  
Jeff Le Blanc, Transit User  
Sandra Lipperd, UTU  
Fred Loguidice, SEIU  
David Lucier, UTU Retiree  
Manny Martinez, PSA  
Ian McFadden, SEA  
Eduardo Montesino, UTU

5-1.5

James Davidson, UTU Retiree  
Steven Davidson, UTU  
Carolyn Derwing, UTU  
Serena Dianisis, Transit User  
Daniel Dodge, MBCLC Political Director  
Francisco Estrada, UTU  
Virginia Edwards, Transit User  
Rodney Gonzalez, CWA  
Anna Gouveia, UTU  
Jim Haney, SEIU Co. Chapter President  
Andre Hart, UTU  
Tom Hiltner, SEIU  
Lenore Hindin, SEIU Retiree  
Jim Hobbs, SEIU Retiree President  
Nora Hochman, former SEIU Representative  
Betty Howe  
JP Jones, UTU Legislative Director  
Rickey Kale, UTU  
Jason Kameda, UC Student

Bonnie Morr, UTU  
Jukka Naukkarinen, UTU  
Amy Newell, UCSC UPTE Organizer  
Laticia Nixon, Transit User  
Jeff Northon, UTU Retiree  
Jose Polanco, UTU  
Will Regan, VMU  
Sylvia Rogers, SEIU  
Denise Rossi, SEIU Retiree  
Mark Saunders, UTU  
Dan Stevenson, UTU  
Cliff Tillman, SEIU Exec. Director  
James Taylor, UTU  
John Thomas, UTU  
Don Toline, SEIU Retiree  
Mike Tomasse, "King of Marijuana"  
Lisa Vercauteren, UTU  
Bob Yount, MAC

2. **ORAL AND WRITTEN COMMUNICATION**

Written:

a. Bob Shaw Re: Service Request

Oral:

None.

3. **LABOR ORGANIZATION COMMUNICATIONS**

Bonnie Morr, UTU, clarified that Labor Organization comments would be made during Item #8.  
A transit user read a poem in support of bus operators.

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

The following items were distributed at today's meeting and are attached to the file copy of these minutes: additional written communication to the Board, Revised page #5-9.b1, Attachment "A" for Item #10 and Attachment "A" for Item #11.

**CONSENT AGENDA**

5-1. **APPROVE REGULAR BOARD MEETING MINUTES OF JULY 8 AND JULY 22, 2005**

No questions or comments.

S-1.6

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JULY 2005

No questions or comments.

5-3. ACCEPT AND FILE JUNE AND JULY 2005 RIDERSHIP REPORTS

Page 1 of the July Ridership Report will be included in the August 26, 2005 Board Packet.  
No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF KRISTINA SCHOFIELD, CLAIM # 05-0017

No questions or comments.

5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR AUGUST 17, 2005 AND DRAFT MINUTES OF JUNE 15, 2005

No questions or comments.

5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2005; APPROVAL OF BUDGET TRANSFERS; DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$935,000 FOR CARRYOVER IN THE FY 05-06 BUDGET; AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS

Will be included in the August 26, 2005 Board Packet.  
No questions or comments.

5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY AND JUNE 2005

Will be included in the August 26, 2005 Board Packet.  
No questions or comments.

5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MAY 2005

**Direction:** Director Harlan requested that any complaints received and found to be valid be clarified with a summary including any actions taken in future reports rather than having just the number of complaints listed.

5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF JUNE 2005

No questions or comments.

5-1.7

**5-10. ACCEPT AND FILE METROBASE STATUS REPORT**

Will be included in the August 26, 2005 Board Packet.  
No questions or comments.

**5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE 2005 MEETINGS**

No questions or comments.

**5-12. CONSIDERATION OF APPOINTMENT OF MARA MURPHY TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR BUSTICHI TO FILL VACANCY OF JAMES SHELDON**

No questions or comments.

**5-13. CONSIDERATION OF RENEWING CONTRACT FOR SUPPLY OF DIESEL AND GASOLINE FUELS**

No questions or comments.

**5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW LEASE AGREEMENT WITH ABDU AZZUBAIDI FOR SPACE "C" AT PACIFIC STATION  
ACTION REQUESTED AT THE AUGUST 12, 2005 MEETING**

**Summary:**

Margaret Gallagher reported that the new lease would begin September 1<sup>st</sup> and that the new tenant has requested one-month free rent to offset move-in expenses including space improvement costs.

**DIRECTOR BEAUTZ ARRIVED**

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SPENCE**

**Authorize the General Manager to execute a new lease agreement with Abdo Azzubaidi for Suite C at Pacific Station and authorize District Counsel to negotiate one-month free rent to offset move-in expenses.**

**Motion passed unanimously with all Directors present.**

**REGULAR AGENDA**

**6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:**

This presentation will take place at the August 26, 2005 Board meeting.

5-1.8

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

Margaret Gallagher reported that the Board would be discussing SEIU and UTU Labor Negotiations with its Labor Negotiator and would be discussing one case of anticipated litigation with its Legal Counsel.

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

Chair Keogh announced that Oral Communications for Items #8, #10 and #11 would be combined and heard as one Item prior to the Board going into Closed Session.

Carol Koenig, Counsel to UTU, warned the Board that it was about to make a very serious and expensive mistake if it voted to unilaterally implement the District's Last, Best, and Final (LBF) Offer to UTU saying the action would be premature and would result in the filing of an unfair labor practice. Ms. Koenig said that UTU was first notified of the LBF only 72 hours ago, that UTU had not rejected and was still considering accepting the offer, that mediation was not complete, and if implemented today, UTU would unite and may strike.

Will Reagan, VMU, SEIU Bargaining Team member, read a written statement, which is attached to the file copy of these minutes, saying that the Management Team's latest proposal was not provided in writing, not clear, and that SEIU had been asked to provide a written proposal prior to today's meeting. Mr. Regan reported that another State mediator is available and urged the Board to resume negotiations.

Caroline Derwing, UTU, expressed her disappointment with the Board, the District and Mr. White for not fully funding UTU medical insurance by using MetroBase capital funding for operating expenses and urged the Board to continue negotiations.

Gary Blair, UTU, stated that the "Brahmans" (management) do not deserve the salary or benefits they receive but that bus operators do and urged the Board to continue negotiations.

Cliff Tillman, SEIU, Local 415 Executive Director, urged the Board to resume negotiations, rather than implement its LBF offer to SEIU, which would cause a strike, because SEIU is willing to continue talking and impasse has not been reached.

John Daugherty, SEIU, read a written statement, which is attached to the file copy of these minutes, urging the Board to resume negotiations with both unions and to consider reallocation of funding approved to fill the vacant Assistant HR Manager and Accounting Technician positions.

Andre Hart, UTU, asked the Board to consider safety regarding the proposed pre-trip time limit and asked that negotiations continue.

Serena Dianisis, Transit User, urged the Board to resume negotiations to avoid a strike.

5-1.9

Bonnie Morr, UTU, implored the Board to “wake up” and listen to the comments being made today. Ms. Morr said that the District proposed language regarding the IWC rule and regulation would be illegal for UTU to accept and introduced J P Jones, UTU’s Legislative Director from Sacramento to speak to the Board on that issue.

JP Jones explained that he was on the Board that implemented the Transit Amendment to the Industrial Welfare Commission’s (IWC) Wage Order Item #9. Mr. Jones said that since no amendment to UTU’s bargaining agreement to waive the rule was in place by the wage order implementation date of August 1, 2005, the District must comply with the wage order as it is written and that it would be illegal for the District to implement its LBF offer regarding this issue.

Jeff Le Blanc, Transit User, asked the Board to hold the line on personnel costs in order to avoid additional service cuts, fare increases and layoffs. Mr. Le Blanc stated that robbing the MetroBase funding would be unwise, but that once MetroBase was built, the District would be in a better position to negotiate increased wages and benefits.

Daniel Dodge, Monterey Bay Central Labor Council Political Director, stated he was present to pledge solidarity to the union workers and that organized labor in this community stands united behind them. Mr. Dodge urged the Board not to balance the budget on the backs of the workers, support labor and “do the right thing.”

David Lucier, UTU retiree, read a written statement, which is attached to the file copy of these minutes, comparing the transit system with slavery, describing labor negotiations as ritualized rebellion and describing the Board’s responsibility of maintaining the social good and insuring that management does not overstep its role of authority.

Cheryl Brondstatter, PSA, SEIU Bargaining Team member, reported that she has spent 163 hours preparing for and meeting with District officials for negotiations and that healthcare remains the main issue from the beginning. Ms. Brondstatter gave the Webster’s Dictionary definition of the word negotiate and urged the Board to resume negotiations and bring a dictionary.

Rodney Gonzalez, Communication Workers of America (CWA) Vice President, urged the Board to continue negotiations and reach a fair contract.

Glenn Bartz, SEIU Bargaining Team member, said the 1980 strike was a very bad time, that negative effects are still present and asked the Board to avoid a repeat of that situation by resuming negotiations and reaching an agreement.

Laticia Nixon, Transit User, urged the Board to resume negotiations and not buy a new building.

Amy Newell, an organizer for UPTE at UCSC, urged Board to resume negotiations and work hard to reach an agreement and avoid a strike.

A senior female Transit User stated she had to walk to work during the last strike and urged the Board to continue negotiations and give the employees what they want to avoid another strike.

5-1.10

Joe Keffer, Organizing Director of SEIU, commented that public entities should not be paying tens of thousands of dollars to negotiators and that labor needs to be united locally because it is being attacked on the state and federal level. Mr. Keffer asked the Board to support labor and continue negotiations.

Tom Hiltner, SEIU, said that the most contentious issue is the cost of healthcare and suggested that the District could use its considerable influence to reform healthcare on a national level and also that because he uses alternative healthcare, which METRO's plan does not cover, he does not believe he should be required to contribute towards health insurance he does not use.

Francisco Estrada, UTU, said the Board has made it very obvious that they do not care about the employees or the public and urged the Board to avoid a strike by continuing negotiations.

Don Toline, SEIU retiree, said medical benefits are especially important to him as a retiree. Mr. Toline said he supports the other speakers and urged the Board to listen and avoid a strike.

Manny Martinez, PSA, SEIU Bargaining Team member, said public statements make it seem that the METRO has already made it's difficult decision, but the employees don't believe it was difficult for Management to make at all. Mr. Martinez also said service has not suffered through the difficult negotiations process because the employees have a commitment to providing service to the public.

Jim Haney, President of County Chapter of SEIU, implored the Board to avoid a strike, support labor, and said that a coalition should be created to address medical insurance.

John Thomas, UTU, stated that he pays \$872 per month towards his health insurance and retirement and asked the Board to rethink that and to treat the front line workers nice and fair because happy staff makes happy passengers.

Jeff Northon, UTU Retiree, said that there would not be a problem now if METRO's resources had not been squandered over the years.

Jukka Naukkarinen, UTU, urged the Board not to eliminate GLA because it is a safety issue and the only way drivers can get a vacation.

Adela Bates, SEIU, stated that METRO is becoming a family un-friendly place and that she cannot afford to pay for health insurance and urged the Board to resume negotiations.

Denise Rossi, SEIU retiree, said that employees and retirees need to be rewarded with an attractive, stable benefits package.

Mark Saunders, UTU, said that although METRO drivers are the 9<sup>th</sup> highest paid in the nation, Santa Cruz is the 2<sup>nd</sup> most expensive area to live in. Mr. Saunders said that the job is very stressful, is not something any "slope-headed mouth-breather" can do and that working longer days will not be safe. He urged the Board to reconsider what they are doing.

Anna Gouveia, UTU, said she was concerned about health insurance costs, job stress, and elimination of incentives and said worker's comp claims would be on the rise.

5-1.11

Mike Cotroneo, UTU, suggested taking a less-ambitious course to complete MetroBase saying that a 2<sup>nd</sup> level could be added to the Operations building to cut costs.

Lenore Hindin, SEIU retiree and former Bus Operator, stated she was forced into retirement and has had 5 major surgeries for her hips that were damaged driving buses and she urged the Board to continue negotiations.

Jason Kameda, UC student, praised METRO's service and said he appreciates the position the Board is in, but urged the Board to provide more employee benefits, more service and support labor in the community.

Virginia Edwards, Transit User, said she was behind the drivers 100% and urged the Board to help them out.

Dan Stevenson, UTU, said he wished to respond to the public relations battle and clarify facts for the public because he gathered that the Board would not listen to anybody here. Mr. Stevenson said the Board is made up of politicians, has no credibility, no structure for accountability, members should step down, stop nitpicking the drivers' contract, and go back to the negotiating table and sign an agreement.

Nora Hochman, former SEIU representative, stated she was very disturbed about the current status of negotiations. Ms. Hochman said the Board's job as a public body is to do everything they can to direct Staff to find the money to maintain the level of service provided by taking care of the employees.

Jim Hobbs, President of SEIU Retirees, urged the Board to avoid a strike by sending the negotiators back to the table to reach an agreement that everybody can live with.

Robert Chacanaca, Monterey Bay Central Labor Council Vice President, stated that METRO workers have the support of the 15 local unions the Central Labor Council represents and he encouraged the Board to resume negotiations.

Ian McFadden, SEA, SEIU Bargaining Team member, said that he had become cynical over the course of the negotiations process by comments that had been made. Mr. McFadden informed the Board that Management did not attend either of the 2 meetings PERS had held on GASB 45, which is a new regulation requiring agencies to account for their retirement benefits, and said that the Board would be, without doubt, casting a vote for a strike if it votes to impose.

Bonnie Morr, UTU, again implored the Board to listen, hear the workers, and think about the public.

Sandra Lipperd, UTU Vice Chair, said she had never seen such a malicious, vicious attack on the drivers by Management. Ms. Lipperd said the Board has "pissed away" millions of dollars in MetroBase funding over the past 5 years, that MetroBase should not be a priority over the needs of the workers, and urged the Board to resume negotiations to avoid a strike.

5-1.12

Gary Klemz, SEIU, Chief Spokesperson for Bargaining Team, urged the Board to realize that the District's proposed employer medical cap in Article 12.1 has no economical benefit in a 1-year contract and will cause a strike. Mr. Klemz reminded the Board that SEIU has offered 2 different proposals to share the insurance costs but they will not accept a cap and urged the Board to continue negotiations.

Rickey Kale, UTU, said he commutes from East Bay and urged the Board to continue negotiations and not to forget about the public ridership first, drivers second, and everyone else last.

Mike Tomassee, "King of Marijuana", said he supports the drivers and urged the Board to give them what they need and be real nice to them to avoid a strike.

## **SECTION II: CLOSED SESSION**

Chair Keogh adjourned to Closed Session at 10:55 a.m. and reconvened to Open Session at 12:35 p.m.

## **SECTION III: RECONVENE TO OPEN SESSION**

### **9. REPORT OF CLOSED SESSION**

Margaret Gallagher had nothing to report at this time.

### **CHAIR KEOGH TOOK ITEMS #10 AND #11 TOGETHER AS ONE ITEM**

- 10. CONSIDERATION OF IMPLEMENTATION OF SANTA CRUZ METRO'S BEST, LAST AND FINAL OFFER OF CHANGES TO WAGES, HOURS, WORKING CONDITIONS, AND OTHER CONDITIONS OF EMPLOYMENT FOR UTU REPRESENTED FIXED ROUTE BUS OPERATORS EFFECTIVE SEPTEMBER 1, 2005  
ACTION REQUESTED AT THE AUGUST 12, 2005 MEETING**
- 11. CONSIDERATION OF IMPLEMENTATION OF SANTA CRUZ METRO'S BEST, LAST AND FINAL OFFER OF CHANGES TO WAGES, HOURS, WORKING CONDITIONS, AND OTHER CONDITIONS OF EMPLOYMENT FOR SEIU REPRESENTED EMPLOYEES EFFECTIVE SEPTEMBER 1, 2005  
ACTION REQUESTED AT THE AUGUST 12, 2005 MEETING**

**ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR KEOGH**

Based on discussion held in Closed Session, the Board is not at a point to implement either contract today. Direct the Management Negotiating Team to be available for mediation with the UTU and SEIU Bargaining Units to provide these Bargaining Units with the opportunity to break the impasse by making any proposals that they believe would be acceptable. Given the time constraints and the need to move forward, these sessions need to be completed no later than the next Board meeting which will be held Wednesday, August 17, 2005 at 9:00 a.m. at the Santa Cruz City Council Chambers.

5-1.13

Vice Chair Rotkin reported that the State Mediation Conciliation Service had been contacted and a mediator would be available Sunday and Monday for any proposals the unions would wish to make with the mediator present.

**Motion passed unanimously with all Directors present.**

**ADJOURN**

There being no further business, Chair Keogh adjourned the meeting at 12:38 p.m. to reconvene on Wednesday, August 17, 2005 at 9:00 a.m. at the Santa Cruz City Council Chambers.

Respectfully submitted,



CINDI THOMAS

Administrative Services Coordinator

DRAFT

S-1.14

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 17, 2005

The August 12, 2005 Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District reconvened on Friday, August 17, 2005 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Keogh called the meeting to order at 9:00 a.m. and announced this meeting was being reconvened from the adjourned meeting of August 12, 2005.

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Dene Bustichi  
Stephanie Harlan  
Michelle Hinkle  
Mike Keogh  
Emily Reilly  
Mike Rotkin  
Dale Skillicorn  
Pat Spence  
Mark Stone  
Marcela Tavantzis

#### DIRECTORS ABSENT

Jan Beautz  
Ex-Officio Wes Scott

#### STAFF PRESENT

Mark Dorfman, Assistant General Manager  
Margaret Gallagher, District Counsel  
Elisabeth Ross, Finance Manager  
Robyn Slater, Human Resources Manager

Judy Souza, Acting Operations Manager  
Tom Stickel, Maintenance Manager  
Les White, General Manager

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

Patricia Cummings, UTU  
Gary Klemz, SEIU Field Representative  
Manny Martinez, PSA  
Courtney Mogg, SEIU

Bonnie Morr, UTU  
Jukka Naukkarinen, UTU  
Will Regan, VMU

5-1.15

## REGULAR AGENDA

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

Margaret Gallagher reported that the Board would be discussing SEIU and UTU Labor Negotiations with its Labor Negotiator.

Les White reported that Items #10 and #11, which are Consideration of Implementation of 2 Labor Contract Offers and that Staff is recommending that the Board not consider or take action on those items today.

### 8. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Chair Keogh announced that Oral Communications for Items #8, #10 and #11 would be combined and heard as one Item prior to the Board going into Closed Session.

Bonnie Morr, UTU, said that negotiations have been a difficult process for all parties. Ms. Morr said that UTU still feels that nobody is hearing what they are saying, UTU is very disappointed in the Direction the Board is going, and in how much time and money is being spent on negotiations that should have been settled in the beginning.

Jukka Naukkarinen, UTU, commented that bus drivers are underpaid according to several independent organizations that say a person needs to make \$28.67 per hour to live in Santa Cruz, which is the 2<sup>nd</sup> most expensive county in the US and he urged the Board not to eliminate GLA because it is a safety issue and the only way low-seniority drivers can get a vacation.

Gary Klemz, SEIU, Chief Spokesperson for Bargaining Team, thanked the Board for not imposing contracts today and for allowing negotiations to continue. Mr. Klemz asked the Board for support in reaching a settlement.

Chair Keogh announced for the record that several letters from individuals regarding labor negotiations had been distributed at today's meeting.

### SECTION II: CLOSED SESSION

Chair Keogh adjourned to Closed Session at 9:09 a.m. and reconvened to Open Session at 10:30 a.m.

### SECTION III: RECONVENE TO OPEN SESSION

### 9. REPORT OF CLOSED SESSION

Margaret Gallagher had nothing to report at this time.

5-1.16

**CHAIR KEOGH TOOK ITEMS #10 AND #11 TOGETHER AS ONE ITEM**

10. **CONSIDERATION OF IMPLEMENTATION OF SANTA CRUZ METRO'S BEST, LAST AND FINAL OFFER OF CHANGES TO WAGES, HOURS, WORKING CONDITIONS, AND OTHER CONDITIONS OF EMPLOYMENT FOR UTU REPRESENTED FIXED ROUTE BUS OPERATORS EFFECTIVE SEPTEMBER 1, 2005**  
**ACTION REQUESTED AT THE AUGUST 12, 2005 MEETING**
  
11. **CONSIDERATION OF IMPLEMENTATION OF SANTA CRUZ METRO'S BEST, LAST AND FINAL OFFER OF CHANGES TO WAGES, HOURS, WORKING CONDITIONS, AND OTHER CONDITIONS OF EMPLOYMENT FOR SEIU REPRESENTED EMPLOYEES EFFECTIVE SEPTEMBER 1, 2005**  
**ACTION REQUESTED AT THE AUGUST 12, 2005 MEETING**

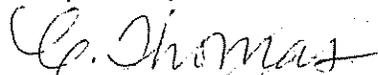
Les White reported that Staff recommends that the Board take no action today with regard to Items #10 and #11. The Board agreed to take no action today.

Chair Keogh announced that the next regularly scheduled meeting will be held on Friday, August 26<sup>th</sup> at 9:00 a.m. at the Santa Cruz City Council Chambers.

**ADJOURN**

There being no further business, Chair Keogh adjourned the meeting at 10:32 a.m.

Respectfully submitted,



CINDI THOMAS

Administrative Services Coordinator

5-1.17

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 26, 2005

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 26, 2005 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Keogh called the meeting to order at 9:04 a.m.

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Jan Beautz (arrived after roll call)  
Dene Bustichi  
Stephanie Harlan  
Mike Keogh  
Mike Rotkin  
Dale Skillicorn  
Pat Spence  
Mark Stone  
Marcela Tavantzis  
Ex-Officio Wes Scott

#### DIRECTORS ABSENT

Michelle Hinkle  
Emily Reilly

#### STAFF PRESENT

Frank Cheng, MetroBase Project Manager  
Mark Dorfman, Assistant General Manager  
Margaret Gallagher, District Counsel  
Steve Paulson, Paratransit Administrator  
Elisabeth Ross, Finance Manager

Robyn Slater, Human Resources Manager  
Judy Souza, Acting Operations Manager  
Tom Stickle, Maintenance Manager  
Les White, General Manager

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

Ellen Aldridge, Avery & Associates  
Patricia Coombs, Transit User  
Mike Cotroneo, UTU  
Carolyn Derwing, UTU  
Paul Johnston, Central Labor Council  
Carol Koenig, Counsel to UTU  
Paul Marcelin-Sampson, Metro Riders Union  
Manny Martinez, PSA

Ian McFadden, SEA  
Jim McGaff, Transit User  
Bonnie Morr, UTU  
Will Regan, VMU  
Dan Stevenson, UTU  
Mike Tomassee, "King of Marijuana"  
Bob Yount, MAC  
Amy Weiss, Spanish Interpreter

5-1.18

**2. ORAL AND WRITTEN COMMUNICATION**

Written:

- |    |  |   |
|----|--|---|
| a. | Bob Shaw   | Re: Service Request   |
| b. | <u>UTU, Local 23</u>   | <u>Re: General Leave of Absence</u><br>(Distributed at the 8/12/05 Board Meeting) |
| c. | <u>John Adams</u>  | <u>Re: District IFB No. 04-19</u>   |
| d. | <u>Howard Powers</u>   | <u>Re: Provisional Patent Application</u>   |
| e. | <u>The following individuals submitted letters Re: Labor Negotiations:</u> |   |

G.T. Chatterton  
James Stockinger  
Anonymous  
E.H. McMahon  
Steve Shaw  
Bonnie Combs  
Helen M. Bryant  
Anonymous  
Anonymous

Oral:

None.

**DIRECTOR STONE AND VICE CHAIR ROTKIN ARRIVED**

**3. LABOR ORGANIZATION COMMUNICATIONS**

Carol Koenig, Counsel to UTU, reminded the Board that they had a choice to either impose unacceptable working conditions and face the consequences, or continue to negotiate to reach an agreement acceptable to both sides. Ms. Koenig said the consequences for imposing included a possible strike, interruption of service, a costly PERS lawsuit, and continuing IWC fines. Ms. Koenig advised the Board that unilateral changes to working conditions could not be retroactive. Ms. Koenig urged the Board to carefully consider UTU's counter-proposal submitted yesterday and said that UTU is willing to continue to negotiate, but not with conditions of UTU agreeing in advance not to discuss certain issues.

Paul Johnston, Central Labor Council, stated he was present to support the bus operators and urged the Board not to risk a strike by imposing today. Mr. Johnston said he thinks METRO's plan is to save money by having a strike and that he believes the community would support the drivers, not the District.

**DIRECTOR BEAUTZ ARRIVED**

Caroline Derwing, UTU, stated that the Board packet showed a surplus rather than a \$1.4 million deficit and urged the Board to continue negotiations if they chose not accept UTU's counter proposal.

5-1.19

Bonnie Morr, UTU, urged the Board not to destroy the relationship that UTU has maintained with the District and the Board. Ms. Morr said she believes the outstanding issues could have been resolved early on and that UTU is willing to continue negotiating, but not "in a box".

Paul Johnston offered to become involved in the negotiations if the deadline were extended and also offered to help UTU prepare for a strike if the Board imposed the contract today.

Jim McGaff, Transit User, spoke in support of the bus operators and urged the Board to consider UTU's proposal.

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

The following items were distributed at today's meeting and are attached to the file copy of these minutes: additional written communication to the Board regarding Labor Negotiations, a letter from UTU's Counsel to the US Department of Labor regarding UTU's objection to METRO's FTA Grant Applications, METRO's letter of response to today's Agenda Item 2-c, a Revised Staff Report for Item #10, and a letter of Notification of SEIU membership ratification of MOU.

#### **SECTION I:** **OPEN SESSION:**

#### **ADD TO ITEM #2**

ORAL AND WRITTEN COMMUNICATION  
(Insert additional written communication)

#### **CONSENT AGENDA:**

#### **ADD TO ITEM #5-3**

ACCEPT AND FILE JUNE AND JULY 2005 RIDERSHIP REPORTS  
(Insert Page 1 of the July Report)

#### **INSERT ITEM #5-6**

ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2005; APPROVAL OF BUDGET TRANSFERS; DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$1,296,236 FOR CARRYOVER IN THE FY 05-06 BUDGET, \$34,008 FOR LIABILITY INSURANCE RESERVES, \$321,128 FOR WORKERS' COMPENSATION RESERVES, AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS **(TITLE AMENDED FROM AUGUST 12, 2005 AGENDA)**  
(Insert Staff Report)

#### **DELETE ITEM #5-7**

**DELETED: Will be included in the September 2005 Board Packet**  
(ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY AND JUNE 2005)

#### **INSERT ITEM #5-10**

ACCEPT AND FILE METROBASE STATUS REPORT  
(Insert Staff Report)

#### **DELETE ITEM #5-14**

**DELETED: Action taken at the August 12, 2005 Board Meeting**  
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW LEASE AGREEMENT WITH ABDU AZZUBAIDI FOR SPACE "C" AT PACIFIC STATION)

5-1.20

**ADD ITEM #5-15**                    **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A TRANSFER OF THE CURRENT LEASE WITH ALI GHARAHGOZLOO AND JESSICA HSU, TO ALLOW NEW OWNERS TO PURCHASE THE RESTAURANT AND TAKE OVER THE LEASE**  
(Insert Staff Report)

**REGULAR AGENDA:**

**REPLACE ITEM #10**                    **CONSIDERATION OF IMPLEMENTATION OF SANTA CRUZ METRO'S AUGUST 17, 2005 BEST, LAST AND FINAL OFFER OF CHANGES TO WAGES, HOURS, WORKING CONDITIONS, AND OTHER CONDITIONS OF EMPLOYMENT FOR UTU REPRESENTED FIXED ROUTE BUS OPERATORS EFFECTIVE SEPTEMBER JULY 1, 2005 (TITLE AMENDED FROM AUGUST 12, 2005 AGENDA)**  
(REVISED Staff Report will be distributed at the August 26, 2005 Board meeting)

**DELETE ITEM #11**                    **DELETED: Tentative Agreement reached with SEIU (See Regular Agenda Item #12)**  
(CONSIDERATION OF IMPLEMENTATION OF SANTA CRUZ METRO'S BEST, LAST AND FINAL OFFER OF CHANGES TO WAGES, HOURS, WORKING CONDITIONS, AND OTHER CONDITIONS OF EMPLOYMENT FOR SEIU REPRESENTED EMPLOYEES EFFECTIVE SEPTEMBER 1, 2005)

**ADD ITEM #12**                    **CONSIDERATION OF RATIFICATION OF MEMORANDUM OF UNDERSTANDING BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 415 AND SANTA CRUZ METROPOLITAN TRANSIT DISTRICT EFFECTIVE JULY 1, 2005**  
(Staff Report will be distributed at the August 26, 2005 Board meeting)

**CONSENT AGENDA**

- 5-1. **APPROVE REGULAR BOARD MEETING MINUTES OF JULY 8 AND JULY 22, 2005**
- 5-2. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JULY 2005**
- 5-3. **ACCEPT AND FILE JUNE AND JULY 2005 RIDERSHIP REPORTS**
- 5-4. **CONSIDERATION OF TORT CLAIMS: DENY THE CLAIM OF KRISTINA SCHOFIELD, CLAIM # 05-0017**
- 5-5. **ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR AUGUST 17, 2005 (MEETING CANCELLED) AND DRAFT MINUTES OF JUNE 15, 2005**

5-1.21

- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR JUNE 2005; APPROVAL OF BUDGET TRANSFERS; DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$1,296,236 FOR CARRYOVER IN THE FY 05-06 BUDGET, \$34,008 FOR LIABILITY INSURANCE RESERVES, \$321,128 FOR WORKERS' COMPENSATION RESERVES, AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS (TITLE AMENDED FROM AUGUST 12, 2005 AGENDA)
- 5-7. DELETED: Will be included in the September 2005 Board Packet (ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY AND JUNE 2005)
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MAY 2005
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF JUNE 2005
- 5-10. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE 2005 MEETINGS
- 5-12. CONSIDERATION OF APPOINTMENT OF MARA MURPHY TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR BUSTICHI TO FILL VACANCY OF JAMES SHELDON
- 5-13. CONSIDERATION OF RENEWING CONTRACT FOR SUPPLY OF DIESEL AND GASOLINE FUELS
- 5-14. DELETED: ACTION TAKEN AT THE AUGUST 12, 2005 MEETING (CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW LEASE AGREEMENT WITH ABDU AZZUBAIDI FOR SPACE "C" AT PACIFIC STATION)
- 5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A TRANSFER OF THE CURRENT LEASE WITH ALI GHARAHGOZLOO AND JESSICA HSU, TO ALLOW NEW OWNERS TO PURCHASE THE RESTAURANT AND TAKE OVER THE LEASE

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SPENCE

Approve the Consent Agenda

Discussion:

Carol Moore, UTU, asked, regarding Item #5-6, where the excess sales tax will go. Elisabeth Ross replied that at the end of each fiscal year, if there is excess sales tax, a determination is made as to where to allocate those funds. Staff is recommending that the \$1,296,236 in excess sales tax from FY 04/05 be carried over into the current years' budget towards the \$1.4 million deficit, thereby reducing the amount needed to borrow from reserves.

Motion passed unanimously with Directors Hinkle and Reilly being absent.

5-1.22

**REGULAR AGENDA**

**6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS:**

The following employees were awarded longevity certificates for their years of service:

**TWENTY YEARS**

Darryl S. Juan, Bus Operator  
Andrew R. Harris, Bus Operator  
Andrew Hill, Bus Operator  
Terri D. Crawford, Bus Operator  
Manuel Martinez, Transit Supervisor

**TWENTY-FIVE YEARS**

Thomas E. Stickel, Maintenance Manager

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

Margaret Gallagher reported that the Board would be discussing SEIU and UTU Labor Negotiations with its Labor Negotiator and would be discussing one case of anticipated litigation with its Legal Counsel.

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

Vice Chair Rotkin announced that UTU's August 25, 2005 counter-proposal would be considered in Closed Session.

**SECTION II: CLOSED SESSION**

Chair Keogh adjourned to Closed Session at 9:30 a.m. and reconvened to Open Session at 10:55 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**9. REPORT OF CLOSED SESSION**

Margaret Gallagher had nothing to report at this time.

**CHAIR KEOGH TOOK ITEM #12 OUT OF ORDER AT THIS TIME**

**12. CONSIDERATION OF RATIFICATION OF MEMORANDUM OF UNDERSTANDING BETWEEN SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 415 AND SANTA CRUZ METROPOLITAN TRANSIT DISTRICT EFFECTIVE JULY 1, 2005**

5-1.23

**Summary:**

Ellen Aldridge reported that a tentative agreement has been reached between SEIU and Management, which has been ratified by the SEIU membership. Ms. Aldridge gave a PowerPoint presentation outlining the agreement with the essential elements of the agreement being changes to wages, medical insurance and certain non-economic items, which includes the following:

- Beginning January 1, 2006, employees and retirees will begin to contribute the following monthly fixed amount towards the cost of medical insurance premiums with the District paying the Employer Share:

	Employee/Retiree Share	Employer Share
Employee Only	\$21.27	\$404.21
Employee +1	\$42.55	\$808.42
Family	\$55.31	\$1,050.95

- \$600 1-time bonus paid the last pay period in December 2005
- Ongoing 1% salary increase, effective the first payday following ratification by the Board

The total economic value of the SEIU contract is 2.72% of salary, broken down to 1% in ongoing salary increases, .72% of salary representing the increased employer contributions towards medical, and a 1% 1-time payment representing the \$600 bonus.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN**

**Ratify the Memorandum of Understanding between Service Employees International Union, Local 415 and Santa Cruz Metropolitan Transit District effective July 1, 2005**

**Discussion:**

SEA President Ian McFadden, VMU President Will Regan, and PSA Chair Manny Martinez thanked the Board for continuing negotiations and said that although a multi-year agreement would have been preferred, SEIU will be ready to begin negotiations again in April 2006.

Chair Keogh thanked the SEIU and the Management negotiating teams for all their hard work during the process of reaching this agreement.

Mike Tomasee, "King of Marijuana", said the Board should give the drivers a raise or they would walk out.

**Motion passed unanimously with Directors Hinkle and Reilly being absent.**

5-1.24

10. CONSIDERATION OF IMPLEMENTATION OF SANTA CRUZ METRO'S AUGUST 17, 2005 BEST, LAST AND FINAL OFFER OF CHANGES TO WAGES, HOURS, WORKING CONDITIONS, AND OTHER CONDITIONS OF EMPLOYMENT FOR UTU REPRESENTED FIXED ROUTE BUS OPERATORS EFFECTIVE SEPTEMBER JULY 1, 2005 (TITLE AMENDED FROM AUGUST 12, 2005 AGENDA)

**Summary:**

Ellen Aldridge outlined the Last, Best and Final (LBF) offer provided to UTU after several mediation attempts and gave a summary of the negotiation process which began on April 1, 2005. Initially, the District was facing a \$1.4 million deficit, but at the end of the fiscal year, additional money was identified and the bargaining parameters with both unions were expanded, pursuant to the Board's direction, to include the additional funds.

The Board has historically authorized the same parameters for both unions on a per-employee basis, which it did again this year. UTU had made a choice years ago to cap employer-paid medical premiums and put the additional dollars they received through bargaining in other areas. Due to the escalating cost of healthcare, that choice no longer made sense and resulted in the disparity where UTU employees with dependents are paying a significant amount for healthcare.

The LBF includes significant, permanent reductions in medical premiums for families, which was UTU's main issue from the beginning. In order to accomplish this with limited funds, the District had to find the savings within the existing contract. METRO began negotiations with a very long "laundry list" of areas in the contract where savings could be realized and the money be allocated to medical and it became clear that a number of the proposed changes were unacceptable to UTU.

Listening to UTU's suggestions and attempting to meet their needs, Management minimized the list of proposed contract changes. Staff also recommended that the additional parameters given to SEIU be given to UTU, with all money being allocated to reduce medical insurance contributions made by employees with dependents.

Ms. Aldridge gave a PowerPoint presentation of Management's LBF offer to UTU, which includes:

**Changes to Employee-Paid Medical Premiums:**

- Reallocation of existing money spent on medical insurance, single employees will begin to pay something, while employees with dependents will see significantly reduced rates immediately. Rates shown are for the Employee/Retiree share:

	Current	Proposed 2005 Rates Effective 9/01/05
Employee Only	\$0	\$44.41
Employee +1	\$179.93	\$88.81
Family	\$413.90	\$115.46

**\$-1.25**

	2006 Current + scheduled 9.11% increase	Proposed 2006 Rates Effective 1/01/06
Employee Only	\$0	\$41.051
Employee +1	\$250.98	\$82.09
Family	\$506.27	\$106.72

- Ongoing contract changes totaling \$157,000 annually applied to medical
- Ongoing 1.72% of salary equaling \$152,860 permanently reduces premiums
- 1-time 1% of salary used to reduce medical for 2005

Management felt this was a very important issue and serious enough to look to existing contract changes to direct savings into medical to correct past choices made by UTU.

Management feels that the following contract changes proposed in the LBF are the most prudent, with the least impact, with the maximum effect:

**\$157,000 in Ongoing Contract Changes:**

- Eliminate General Leave
- Eliminate Drop-a-Day
- Bi-lingual pay only for time worked
- Eliminate Baby Bonus (paid birth/adoption leave)
- Eliminate Safety Bonus, which was proposed by UTU

Ms. Aldridge explained that the District had originally proposed a number of changes grouped together collectively referred to as "scheduling changes" that UTU had refused so they were dropped, even though they had significantly higher contract savings to be applied to medical.

**Meal & Rest Breaks:**

- Without an agreement with UTU in place, METRO has to comply with the IWC Wage Order #9, mandating paid rest breaks and unpaid meal breaks
- An exemption agreement would be in both parties' best interest and Management is hopeful that an agreement of waiver can be reached with UTU

**Non-Economic Issues:**

- Job announcements to be provided to UTU electronically
- Modification to vacation pay-off schedule
- Mediation/Arbitration language added
- Non-substantive clean-up language

In summary, the Management Team believes this LBF offer has met the #1 goal that they set out to achieve which was to address the significant impact of the cost of medical insurance on employees with dependents. If action were taken to implement today, this offer would be effective 9/01/05 through 6/30/06 and a negotiated agreement can replace the implemented offer at any time. Time is of the essence due to the new bid that is set to close on September 8, 2005 and the new wage order must be in place, therefore the Board is being asked for action today in order to meet those deadlines.

5-1.26

**Discussion:**

Les White reported that on August 22, 2005 UTU filed an objection against METRO's federal grant applications for \$3 million in operating assistance and \$1.75 million in earmarked funding for the Pacific Station Project. This action will result in both grants being placed on hold until a labor agreement can be reached through the collective bargaining process. Mr. White stated that UTU has compromised METRO's ability to pay employee salaries, as 78% of the operating budget is used for salaries and 78% of the \$3 million in operating assistance would have gone to pay salaries. Ultimately, if METRO does not receive the funding by June 30, 2006, a \$3 million service cut would be necessary.

Regarding the IWC implementation costs, Ellen Aldridge said that the estimate is \$120,000 per year but the actual cost would not be available until after the current scheduling was in place.

Ms. Aldridge also reported that UTU's counter-proposal received yesterday contained significant economic increases that were outside the scope of the economic parameters of this agency set for UTU. Specifically, UTU requested a change in the previously agreed to allocation of the employer/employee paid share of the PERS retirement contributions that would increase the cost to the District anywhere from \$300,000 to \$700,000 per year, based on the proposal. UTU's offer also did not include contract savings changes to reduce employee paid medical. Without contract savings, it would equal a 4.3% salary increase for METRO to pay the proposed employer rates towards UTU's medical, which is substantially outside the parameters in the District's LBF offer.

Carol Koenig, Counsel to UTU, said that only one mediation session lasted all night, that a contract cannot be imposed, and that if the Board imposes today, UTU expects to be notified immediately to begin meeting and conferring on the effects of implementation, otherwise, legal action will be taken by UTU against the District.

Caroline Derwing, UTU, commented on the proposed elimination of General Leave saying the District does not have to hire extra drivers to cover General Leave, is currently understaffed, and the only way for some drivers to take time off is using General Leave. Ms. Derwing reported that the District had originally told UTU that it would cost \$400,000 per year to implement the IWC.

Bonnie Morr, UTU, said she was sure the Board had already made up its mind and that issues around the federal grant funding could be corrected with the lack of imposing and with the acceptance of UTU's proposal.

Paul Marcelin-Sampson, Metro Riders Union, said he believes employees have been treated very fairly, but to pay for that, riders have lost 20% of service and suffered a 50% fare increase. District employees are all ahead of inflation in their cash wages, they receive generous benefits and fair base pay. Mr. Marcelin-Sampson said he was proud of the Board this year for coming forward with contract offers of 2.72%, which is in-line with inflation for the first time.

Dan Stevenson, UTU, commented that financial responsibility is about how you spend the money you have and that the public will see how the Board spends the District's money. Mr. Stevenson said the Board is sitting up in their chairs "acting" like responsible people but the

5-1.27

Board packets over the last year show that the Board did not look at generating revenue on the state or federal level until May 2005.

Mike Cotroneo, UTU, commented that the attitude he gets from the Board is "My way or the highway" and said that job #1 at METRO is transporting the public. Mr. Cotroneo said that the goal for this year's drivers' contract was to get help with family health care premiums and take the high road regarding wage increases, but it seems to him that the Board's goal is to give no relief to families and, in fact, derive savings for the future and he accused the Board of lying about METRO's finances.

Bonnie Coombs, Transit User, relayed various rumors, bits of information and misinformation she had heard from bus operators and other sources and asked what plans METRO had to make provisions for passengers in the event of a strike.

Mike Tomassee, "King of Marijuana", commented that the Board should stop lying, give the drivers free medical insurance and pay raises or he supports a strike.

Vice Chair Rotkin said he appreciates everyone's comments and wished to respond to a few for the public record, although most were addressed in Ms. Aldridge's presentation.

1. UTU has agreed to the proposed healthcare rates.
2. Regarding the representation made that drivers cannot take off more than a few days at a time, Judy Souza, Acting Operations Manager, clarified that drivers bid their work and vacations by seniority and 2-week vacations are possible if there is a full crew, although they cannot all be off at the same time or during holidays.
3. Regarding the current staffing level of 140 Bus Operators although 160 positions are authorized, METRO previously encouraged early retirement because there were too many drivers, and many drivers want and bid for overtime. Les White added that the District is currently in the process of hiring 12 additional drivers.
4. Regarding the potential for a strike, the District is hoping to avoid a strike and hopes the public will see that the offer made to UTU is fair and reasonable, meets the main goal of addressing relief from family healthcare premiums, and contains the same economical parameters per employee as for SEIU. When additional money was identified, a significant portion of it was put into the negotiations parameters for both unions. The highly inaccurate rumor of Mr. White's salary being increased by \$1 million is total misinformation and it does not work for anyone when drivers give riders inaccurate information. The General Manager's annual salary is \$150,000 and tied to the SEIU agreement with regard to raises and benefits. Although nobody wants a strike, if there is a strike, it will be on the heads of both the District and the employees, and the Board supports labor and temporary workers will not be hired if there is a strike.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BEAUTZ**

Adopt the Last, Best, and Final offer to the United Transportation Union, Local 23, dated August 17, 2005 with the exception if those items that cannot be legally imposed without the agreement of the Union, effective September 1, 2005 through June 30, 2006, subject to the correction of any typographical errors. The District is willing to consider alternative proposals prior to September 1, 2005 from UTU which are within the economical parameters of METRO's Last, Best & Final offer.

5-1.28

Director Harlan commented that she will be looking at increasing efficiencies during the next year and welcomed any suggestions employees may have in this area.

Director Stone stated that he feels the Board considering implementation shows failure on both sides in the bargaining process and that he was concerned with UTU's latest counter-proposal that came back with additional economic parameters. The only benefit of implementation is so the wage order can be implemented and family medical rates can be reduced.

Director Spence stated that nobody wins in a strike situation and because METRO is dependent on sales tax revenue as a public agency, it has to be fiscally responsible to the public.

Director Beautz agreed with Director Spence and said she also believes the reduction in the employee medical rates in the offer far outweighs the benefit of other work rules that basically pay people to not work.

Director Bustichi, said that as a fairly new Director, the current situation is disappointing and that he has become jaded by the misrepresentations and negative remarks accusing METRO and the Board of lying about finances, being slave owners, negotiating in bad faith, etc. Unlimited free healthcare is the dinosaur of the 1990's and the reality is that it is not coming back. Director Bustichi said if the Board approves implementing today, he hopes an agreement can be reached by September 1<sup>st</sup> to avoid a strike and hopes for a fresh start so the animosity and mistrust on both sides can be lost.

**Motion passed unanimously with Directors Hinkle and Reilly being absent.**

**ADJOURN**

There being no further business, Chair Keogh adjourned the meeting at 12:06 p.m.

Respectfully submitted,



CINDI THOMAS  
Administrative Services Coordinator

5-1.29

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

DATE: 08/01/05 THRU 08/31/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
15719M08/01/05		1,451.00	080	STATE BOARD OF EQUALIZATION		5534	APR-JUN USE TAX	1,451.00	MANUAL
15720M08/01/05		2,446.19	110	JESSICA GROCERY STORE, INC.		5535	JUL CUSTODIAN SVCS	2,446.19	MANUAL
15721 08/01/05		2,491.38	001049	JUL CUSTODIAN SVCS		5530	APR-MAY 05 PT SVCS	2,491.38	
15722 08/01/05		1,806.35	001230	TRANS METRO EXPRESS		5523	REV VEH PARTS	1,806.35	
15723 08/01/05		4,944.05	074	CAPITOL CLUTCH & BRAKE, INC.	7	5524	INSTALL DIG CAM/RCDR	4,944.05	
15724 08/01/05		1,860.00	432	KENVILLE LOCKSMITHS		5525	TEMP/FLT W/E 6/26	930.00	
15725 08/01/05		405.94	504	EXPRESS PERSONNEL SERVICES		5526	TEMP/FLT W/E 7/3	930.00	
15726 08/01/05		158.09	570	CUMMINS WEST, INC.		5527	OUT RPR REV VEH	405.94	
15727 08/01/05		576.00	878	SCMTD PETTY CASH - CUST SVC		5531	PETTY CASH/CUST SERV	158.09	
15728 08/01/05		449.50	915	KELLY SERVICES, INC.		5528	TEMP/ADM W/E 7/3	576.00	
15729 08/01/05		4,662.05	977	WORKIN.COM, INC.		5532	TEMP/LGL W/E 7/3	449.50	
15730 08/05/05		3,714.19	001029	SANTA CRUZ TRANSPORTATION, LLC		5533	JUNE 05 PT SVCS	4,662.05	
15731 08/05/05		10,898.36	001043	GOLDEN GATE SYSTEMS		5559	COMPUTER SUPPLIES/IT	814.99	
15732 08/05/05		125.00	001062	VISION SERVICE PLAN		5561	COMPUTER SUPPLIES/IT	1,730.01	
15733 08/05/05		9,715.70	001063	ALLTERRA ENVIRONMENTAL INC.		5562	COMPUTER SUPPLIES/IT	1,169.19	
				NEW FLYER INDUSTRIES LIMITED		5562	AUG VISION INS	10,898.36	
						5563	JUNE 05 PROF SVCS	125.00	
15734 08/05/05		146.42	001296	LEXISNEXIS MATTHEW BENDER		5537	REV VEH PARTS 2724	2,723.89	
15735 08/05/05		333.00	001315	WASTE MANAGEMENT		5538	REV VEH PARTS 6946	6,945.81	
						5539	REV VEH PARTS 46	46.00	
						5564	CA PUB LAB REL#16	146.42	
						5565	JULY MT HERMON/KINGS	43.82	
						5566	JULY RESEARCH PARK	142.37	
15736 08/05/05		69,350.30	001316	DEVCO OIL		5567	JULY KINGS VILLAGE	146.81	
15737 08/05/05		1,273.88	001346	CITY OF SANTA CRUZ		5540	JUL 15-31 FUEL	69,350.30	
15738 08/05/05		836.97	001379	SAFETY-KLEEN SYSTEMS, INC.		5568	COOP RETL MGMT	1,273.88	
15739 08/05/05		480.00	001492	EVERGREEN OIL INC.		5569	HAZ WASTE DISPOSAL	836.97	
15740 08/05/05		959.78	001506	WESTERN STATES OIL CO., INC.		5570	HAZ WASTE DISPOSAL	480.00	
15741 08/05/05		79.71	001627	NEW PIG CORPORATION		5541	JULY OIL - FLEET	959.78	
15742 08/05/05		26.69	002063	COSTCO		5571	CLEANING SUPPLIES 72	79.71	
						5572	PHOTO PROCESS/OPS	12.09	
						5573	PHOTO PROCESS/LGL	5.48	
						5611	PHOTO PROCESS/OPS	9.12	
15743 08/05/05		2,887.00	002287	CALIFORNIA SERVICE EMPLOYEES		5574	AUG MEDICAL	2,887.00	
15744 08/05/05		2,000.00	002352	U.S. POSTAL SERVICE(AMS-TMS)		5575	POSTAGE FOR METER	2,000.00	
15745 08/05/05		50,415.22	002569	COMERICA BANK		5576	WORK COMP FUND	50,415.22	
15746 08/05/05		12,391.25	002627	CDW GOVERNMENT, INC.		5577	NEOWARE WRKSTS	12,391.25	
15747 08/05/05		2,838.90	002713	SANTA CRUZ AUTO TECH, INC.		5542	REBUILT TRANSMISSION	2,838.90	
15748 08/05/05		1,034.68	009	PACIFIC GAS & ELECTRIC		5578	6/25-7/26 SAKATA	11.35	
						5579	6/25-7/26 SAKATA	10.99	
						5580	6/16-7/15 RESEARCH	10.30	
15749 08/05/05		60.00	014	CABRILLO COLLEGE		5581	6/16-7/15 RESEARCH	1,002.04	
15750 08/05/05		866.40	017	SUN MICROSYSTEMS, INC.		5582	FINGERPRINTING	60.00	
15751 08/05/05		399.52	020	ADT SECURITY SERVICES INC.		5583	7/1-9/30 SVCS	866.40	
15752 08/05/05		146.45	067	ROTO-ROOTER		5584	AUG ALARMS	399.52	
15753 08/05/05		2,012.10	068	UNITED LABORATORIES		5585	REPAIRS/MAINTENANCE	146.45	
15754 08/05/05		4,585.40	079	SANTA CRUZ MUNICIPAL UTILITIES		5586	CLEANING SUPPLIES	2,012.10	
						5587	6/25-7/27 370 ENC	83.04	

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						5588	6/25-7/27 370 ENC	872.90	
						5589	6/25-7/27 1200 RVR	2,094.42	
						5590	6/25-7/27 GOLF CLUB	844.74	
						5591	6/25-7/27 111 DUB	690.30	
15755	08/05/05	435.72	083	THYSSENKRUPP ELEVATOR		5592	JUL-SEP ELEV SVC	435.72	
15756	08/05/05	1,443.49	117	GILLIG CORPORATION		5543	REV VEH PARTS	337.50	
						5544	REV VEH PARTS	739.08	
						5545	REV VEH PARTS	366.91	
15757	08/05/05	187.50	126	EUCALYPTUS LANDSCAPING, LLC		5593	LOT SWEEPING	187.50	
15758	08/05/05	1,855.60	130	CITY OF WATSONVILLE UTILITIES		5594	CONTAINER RODRIGUEZ	1,289.04	
						5595	5/3-7/1 RODRIGUEZ	463.51	
						5596	5/3-7/1 RODRIGUEZ	60.31	
						5597	5/3-7/1 RODRIGUEZ	42.74	
15759	08/05/05	60.08	147	ZEE MEDICAL SERVICE CO.		5598	SAFETY SUPPLIES	60.08	
15760	08/05/05	8,014.65	157	DELL MARKETING L.P.		5599	512 MB MODULE	313.90	
						5600	POWEREDGE SERVER	3,681.17	
						5601	POWERSHIELD SERVER	4,019.58	
15761	08/05/05	862.95	282	GRAINGER		5602	REPAIRS/MAINTENANCE	862.95	
15762	08/05/05	7.36	288	MUNCIE TRANSIT SUPPLY		5546	REV VEH PARTS	7.36	
15763	08/05/05	1,666.23	395	APPLIED GRAPHICS, INC.		5547	PURCHASE ORDER FORMS	830.58	
						5548	WORK ORDERS FLEET	835.65	
15764	08/05/05	306.92	405	JOHN'S ELECTRIC MOTOR SVC	7	5603	OUT RPR-EQUIP	306.92	
15765	08/05/05	656.81	432	EXPRESS PERSONNEL SERVICES		5604	TEMP/FIN W/E 7/10	656.81	
15766	08/05/05	166.72	434	VERIZON WIRELESS-PAGERS		5549	AUG PAGERS FLEET	31.80	
						5605	AUG PAGERS	134.92	
15767	08/05/05	53.61	434B	VERIZON CALIFORNIA		5606	MT BIENLASKI	53.61	
15768	08/05/05	344.12	448	UNISOURCE		5607	COPY PAPER/ADM	344.12	
15769	08/05/05	761.57	461	VULTRON INC.		5550	REV VEH PARTS	761.57	
15770	08/05/05	297,427.28	502	CA PUBLIC EMPLOYEES'		5608	AUG MEDICAL INS	297,427.28	
15771	08/05/05	51.34	504	CUMMINS WEST, INC.		5551	REV VEH PARTS	7.26	
						5552	REV VEH PARTS	44.08	
15772	08/05/05	191.92	510	ASCOM HASLER LEASING		5609	AUG EQUIP RENTAL	191.92	
15773	08/05/05	30.40	566	ARROWHEAD MTN SPRING WATER		5553	JUNE WATER	30.40	
15774	08/05/05	150.53	579	LAB SAFETY SUPPLY, INC.		5610	SAFETY SUPPLIES 127	150.53	
15775	08/05/05	255.56	625	ASPEN PUBLISHERS, INC.		5613	PAYROLL MGR LTR	255.56	
15776	08/05/05	5,236.81	664	BAY COUNTIES PITCOCK PETROLEUM		5554	ENGINE OIL - DUB	5,236.81	
15777	08/05/05	74.39	667	CITY OF SCOTTS VALLEY		5612	5/15-7/15 KINGS VLG	74.39	
15778	08/05/05	197.00	723	COUNCIL ON EDUCATION IN		5614	SUBSCRIPTION RENEWAL	197.00	
15779	08/05/05	1,004.80	733	CLAREMONT BEHAVIORAL SERVICES		5615	AUG EAP PREMIUM	1,004.80	
15780	08/05/05	152.42	737	POWER QUALITY, INC.		5616	REPLACE BATT/APC 128	152.42	
15781	08/05/05	26,543.48	762	CENTURY CHEVROLET		5555	CHEV C2500 PICKUP	26,543.48	
15782	08/05/05	126.31	848	SANTA CRUZ ELECTRONICS, INC.		5617	COMPUTER SUPPLIES/IT	126.31	
15783	08/05/05	837.29	849	ROCORE THERMAL SYSTEMS, L.L.C.		5556	REV VEH PARTS 790	837.29	
15784	08/05/05	5,725.70	852	LAW OFFICES OF MARIE F. SANG	7	5618	WORKER COMP CLAIMS	2,160.00	
						5619	WORKER COMP CLAIMS	2,144.00	
						5620	WORKER COMP CLAIMS	1,421.70	
15785	08/05/05	74,866.00	858	CSAC EXCESS INSURANCE AUTHORITY		5621	EXCESS WORK COMP INS	74,866.00	
15786	08/05/05	41,329.57	875	PACIFICARE DENTAL		5622	AUG DENTAL	41,329.57	
15787	08/05/05	2,478.00	878	KELLY SERVICES, INC.		5623	TEMP/ADM W/E 7/10	576.00	
						5624	TEMP/LGL W/E 7/10	942.00	

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15788	08/05/05	613.03	915	WORKIN.COM, INC.		5625	TEMP/LGL W/E 7/17	960.00	
15789	08/05/05	15,043.81	941	FORTIS BENEFITS INSURANCE CO.		5557	TEMP WE 7/3 7/10 FLT	613.03	
15790	08/05/05	627.00	950	PARADISE LANDSCAPE	7	5626	AUG LTD INSURANCE	15,043.81	
15791	08/05/05	92.66	973	SANTA CRUZ DODGE		5627	JULY MAINTENANCE	627.00	
15792	08/05/05	100.00	989	STUCKER, NANCY K.	7	5558	REV VEH PARTS	92.66	
15793	08/05/05	50.00	B003	BEAUTZ, JAN	7	5628	PROF SVCS/BILINGUAL	100.00	
15794	08/05/05	50.00	B006	HINKLE, MICHELLE	7	5629	JULY BOARD MTG	50.00	
15795	08/05/05	50.00	B007	KEOGH, MICHAEL	7	5631	JULY BOARD MTG	50.00	
15796	08/05/05	100.00	B011	REILLY, EMILY	7	5632	JULY BOARD MTG	50.00	
15797	08/05/05	100.00	B012	SPENCE, PAT	7	5633	JULY BOARD MTG	100.00	
15798	08/05/05	50.00	B014	CITY OF WATSONVILLE		5639	JULY BOARD MTG	50.00	
15799	08/05/05	100.00	B015	ROTKIN, MIKE	7	5634	JULY BOARD MTG	100.00	
15800	08/05/05	100.00	B016	SKILLICORN, DALE	7	5635	JULY BOARD MTG	100.00	
15801	08/05/05	100.00	B017	STONE, MARK	7	5636	JULY BOARD MTG	100.00	
15802	08/05/05	100.00	B018	BUSTICHI, DENE	7	5638	JULY BOARD MTG	100.00	
15803	08/05/05	50.00	B019	HARLAN, STEPHANIE	7	5630	JULY BOARD MTG	100.00	
15804	08/05/05	45.50	E185	DANIEL, REBECCA		5633	JULY BOARD MTG	50.00	
15805	08/05/05	55.00	E397	GALLAGHER, MARGARET		5640	NOTARY BOND/SEAL	45.50	
15806	08/05/05	45.00	E414	DAVIDSON, STEVEN		5641	PROCESS SERVER	55.00	
15807	08/05/05	71.72	R011	A TOOL SHED EQUIP RENTAL, INC		5642	DMV/VTI FEES	45.00	
15808	08/15/05	2,000.00	002352	U.S. POSTAL SERVICE(AMS-TMS)		5643	SETTLEMENT CLAIM	71.72	
				POSTAGE METER		5760	POSTAGE METER	2,000.00	MANUAL
15809	08/19/05	397.85	001	SBC		5644	AUG REPEATERS/OPS	397.85	
15810	08/19/05	12,740.00	001035	HARRIS & ASSOCIATES		5645	MB JUN 05 PROF SVCS	12,740.00	
15811	08/19/05	3,172.68	001036	STANDARD INSURANCE COMPANY		5646	AUG LIFE/AD&D INS	3,172.68	
15812	08/19/05	1,590.12	001048	CRUZ CAR WASH		5647	VEH WASH SVCS/PT	1,590.12	
15813	08/19/05	3,743.37	001063	NEW FLYER INDUSTRIES LIMITED		5737	REV VEH PARTS 1101	1,101.30	
						5738	REV VEH PARTS 654	653.75	
						5739	REV VEH PARTS 1988	1,988.32	
15814	08/19/05	155.04	001072	BETSON WEST		5648	OUT RPR/EQUIP	155.04	
15815	08/19/05	10,930.72	001075	SOQUEL III ASSOCIATES	7	9000390	RESEARCH PARK RENT	10,930.72	
15816	08/19/05	7,590.00	001076	BROUGHTON LAND, LLC		9000391	110 VERNON ST RENT	7,590.00	
15817	08/19/05	269.50	001093	KROLL LABORATORY SPECIALISTS		5649	JULY DRUG TESTING	269.50	
15818	08/19/05	1,407.05	001119	MACERICH PARTNERSHIP LP	7	9000392	CAPITOLA MALL RENT	1,407.05	
15819	08/19/05	1,571.31	001263	ABBOTT STREET RADIATOR, INC.		5740	REPAIR RADIATORS	1,571.31	
15820	08/19/05	56,008.89	001316	DEVCO OIL		5741	AUG 1-11 FUEL	56,008.89	
15821	08/19/05	247.50	001492	EVERGREEN OIL INC.		5650	HAZ WASTE DISPOSAL	247.50	
15822	08/19/05	1,254.00	001523	SANTA CRUZ MEDICAL CLINIC	7	5651	MEDICAL EXAMS	1,254.00	
15823	08/19/05	9,691.18	001648	STEVE'S UNION SERVICE		5652	JULY FUEL PT	9,691.18	
15824	08/19/05	106.52	001711	MOHAWK MFG. & SUPPLY CO.		5742	REV VEH PARTS	106.52	
15825	08/19/05	247.50	001992	LRP PUBLICATIONS		5653	DISABILITY COMPL 215	247.50	
15826	08/19/05	145.38	001996	JAMES PUBLISHING, INC.		5654	UPDATE SUBSCRIPTION	145.38	
15827	08/19/05	3,459.68	001A	SBC/MCI		5655	JULY PHONES/IT	178.00	
						5656	JULY PHONES/IT	178.00	
						5657	JULY PHONES/IT	611.41	
						5658	JULY PHONES/IT	92.66	
						5659	JULY PHONES	1,693.81	
						5660	JULY PHONES/PT	256.52	
						5661	JULY PHONES/PT	449.28	

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15828	08/19/05	43.89	002063	COSTCO		5662	PHOTO PROCESS/OPS	13.13	
						5663	LOCAL MEETING EXP	12.16	
						5664	PHOTO PROCESS/OPS	18.60	
15829	08/19/05	2,200.00	002086	BARNES, JOHN E. M.D., INC.		5665	PROF SVCS	2,200.00	
15830	08/19/05	25,899.59	002116	HINSHAW, EDWARD & BARBARA	7	9000393	370 ENCINAL RENT	25,899.59	
15831	08/19/05	13,888.00	002117	IULIANO, NICK	7	9000394	111 DUBOIS RENT	10,888.00	
						9000395	115 DUBOIS RENT	3,000.00	
15832	08/19/05	2,000.00	002267	SHAW & YODER, INC.		5666	JUNE LEGISLATIVE SVC	2,000.00	
15833	08/19/05	81.26	002307	EWING IRRIGATION PRODUCTS		5667	REPAIRS/MAINTENANCE	81.26	
15834	08/19/05	751.00	002495	CURIALE DELLAVERSON HIRSCHFELD 7		5668	LEGAL SVCS	751.00	
15835	08/19/05	90.57	002689	B & B SMALL ENGINE		5669	REPAIRS/MAINTENANCE	90.57	
15836	08/19/05	2,937.27	002713	SANTA CRUZ AUTO TECH, INC.		5670	OUT RPR REV VEH/PT	2,937.27	
15837	08/19/05	296.55	002814	CREATIVE BUS SALES, INC.		5671	OUT RPR REV VEH	296.55	
15838	08/19/05	732.00	002819	PORTOSAN COMPANY, L.L.C.		5672	CH LINK FENCE RENTAL	732.00	
15839	08/19/05	125.27	004	NORTH BAY FORD LINC-MERCURY		5743	REV VEH PARTS	125.27	
15840	08/19/05	108.91	007	UNITED PARCEL SERVICE		5744	JULY FREIGHT	108.91	
15842	08/19/05	13,830.49	009	PACIFIC GAS & ELECTRIC		5673	7/12-8/9 KINGS VLG	464.87	
						5674	7/12-8/9 KINGS VLG	12.62	
						5675	7/6-8/3 PACIFIC	186.76	
						5676	7/6-8/3 PACIFIC	642.18	
						5677	7/6-8/3 PACIFIC	1,003.59	
						5678	6/30-7/30 111 DUB	299.56	
						5679	6/29-7/28 RODRIGUEZ	1,325.10	
						5680	6/30-7/30 370 ENC	57.06	
						5681	6/29-7/28 RODRIGUEZ	24.44	
						5682	6/30-7/29 111 DUB	973.65	
						5683	6/30-7/29 1200 RVR	1,752.33	
						5684	6/30-7/29 1200 RVR	92.98	
						5685	6/30-7/29 GOLF CLUB	1,786.69	
						5686	6/30-7/29 GOLF CLUB	163.72	
						5687	6/30-7/30 VERNON	2,861.72	
						5745	6/30-7/29 CNG/E RVR	2,183.22	
15843	08/19/05	9,378.81	018	SALINAS VALLEY FORD SALES		5746	REV VEH PARTS	811.01	
						5747	REV VEH PARTS	8,567.80	
15844	08/19/05	24.29	040	LENZ ARTS, INC.		5688	OFFICE SUPPLIES/FAC	24.29	
15845	08/19/05	3,336.22	041	MISSION UNIFORM		5689	JULY UNIF/LAUN FAC	443.22	
						5690	JULY UNIF/LAUN PT	39.30	
						5748	JULY UNIF/LAUN FLT	2,853.70	
15846	08/19/05	36.33	042	ORCHARD SUPPLY HARDWARE		5691	REPAIRS/MAINTENANCE	36.33	
15847	08/19/05	2,027.05	043	PALACE ART & OFFICE SUPPLY		5692	OFFICE SUPPLIES	2,027.05	
15848	08/19/05	63.30	061A	REGISTER PAJARONIAN		5693	CLASSIFIED AD/ADM	63.30	
15849	08/19/05	38.72	074	KENVILLE LOCKSMITHS	7	5694	JULY LOCKS/KEYS	38.72	
15850	08/19/05	2,745.07	079	SANTA CRUZ MUNICIPAL UTILITIES		5695	6/8-8/5 RESEARCH	291.24	
						5696	6/29-7/28 PACIFIC	102.18	
						5697	6/29-7/28 PACIFIC	2,351.65	
15851	08/19/05	2,268.00	080C	STATE BOARD OF EQUALIZATION		5698	10/1-9/30 FUEL TAX C	2,268.00	
15852	08/19/05	31,820.65	085	DIXON & SON TIRE, INC.		5699	JULY TIRES/PT	1,324.28	
						5749	JULY TIRES/TUBES FLT	30,202.43	
						5750	OUT RPR REV VEH	293.94	
15853	08/19/05	404.52	107	SAN LORENZO LUMBER		5700	REPAIRS/MAINTENANCE	355.31	

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						5751	PARTS/SUPPLY FLT	49.21	
15854	08/19/05	2,446.19	110	JESSICA GROCERY STORE, INC.		9000396	CUSTODIAL SERVICES	2,446.19	
15855	08/19/05	13.66	123	BAY PHOTO LAB		5701	PHOTO PROCESS/PT	13.66	
15856	08/19/05	95.20	130	CITY OF WATSONVILLE UTILITIES		5702	7/1-8/1 RODRIGUEZ	9.50	
						5703	7/1-8/1 SAKATA	72.25	
						5704	7/1-8/1 SAKATA	13.45	
15857	08/19/05	1,946.40	135	SANTA CRUZ AUTO PARTS, INC.		5705	REV VEH PARTS	269.91	
						5752	REV VEH PARTS/SUPPLY	1,676.49	
15858	08/19/05	1,664.93	161A	OCEAN CHEVROLET		5735	REV VEH PARTS/PT	1,664.93	
15859	08/19/05	1,104.95	166	HOSE SHOP, THE		5753	REV VEH PARTS/SUPPLY	1,104.95	
15860	08/19/05	342.94	170	TOWNSEND'S AUTO PARTS		5754	REV VEH PARTS/SUPPLY	342.94	
15861	08/19/05	683.53	215	IKON OFFICE SOLUTIONS		5706	COPIER OVERAGE/PT	683.53	
15862	08/19/05	3,039.60	221	VEHICLE MAINTENANCE PROGRAM		5755	REV VEH PARTS 1272	1,272.00	
						5756	REV VEH PARTS 1768	1,767.60	
15863	08/19/05	10.13	260	SANTA CRUZ GLASS CO., INC.		5707	SLD SCRNR DOOR	10.13	
15864	08/19/05	60.00	271	CARLSON, BRENT D., M.D., INC.	7	5708	AUG DRUG TESTING	60.00	
15865	08/19/05	26.20	288	MUNCIE TRANSIT SUPPLY		5757	REV VEH PARTS/SUPPLY	26.20	
15866	08/19/05	144.27	294	ANDY'S AUTO SUPPLY		5758	REV VEH PARTS/SUPPLY	144.27	
15867	08/19/05	1,220.00	351	BEI CORPORATION		5709	MAINT 8/1-7/30/06	1,220.00	
15868	08/19/05	184.00	367	COMMUNITY TELEVISION OF		5710	TV COVERAGE 7/22	184.00	
15869	08/19/05	6,026.54	378	STEWART & STEVENSON		5770	REV VEH PARTS	6,026.54	
15870	08/19/05	4,022.25	432	EXPRESS PERSONNEL SERVICES		5711	TEMP/FIN W/E 7/17	883.50	
						5712	TEMP/FIN W/E 7/24	720.75	
						5759	TEMP W/E 7/10 FLT	558.00	
						5762	TEMP W/E 7/17 FLT	930.00	
						5763	TEMP W/E 7/24 FLT	930.00	
15871	08/19/05	1,234.05	480	DIESEL MARINE ELECTRIC, INC.		5764	REV VEH PARTS	1,234.05	
15872	08/19/05	275.50	481	PIED PIPER EXTERMINATORS, INC.		5713	JULY PEST CONTROL	275.50	
15873	08/19/05	39.65	504	CUMMINS WEST, INC.		5765	PARTS & SUPPLIES	39.65	
15874	08/19/05	54.00	510A	HASLER, INC.		5714	7/1-7/31 RENTAL/PT	27.00	
						5715	9/1-9/30 RENTAL/PT	27.00	
15875	08/19/05	4.78	511	LUMINATOR		5766	REV VEH PARTS	4.78	
15876	08/19/05	70.00	682	WEISS, AMY L.	7	5716	PROF SVCS 7/22	70.00	
15877	08/19/05	3,052.90	739	CENTURY CHEVROLET		5717	OUT RPR REV VEH	3,052.90	
15878	08/19/05	2,840.00	804	ORTHOPAEDIC HOSPITAL	7	5718	JUNE PROF/TECH SVCS	2,840.00	
15879	08/19/05	7,373.55	851	I.M.P.A.C. GOVERNMENT SERVICES		5719	4055019201230622	7,373.55	
15880	08/19/05	1,668.00	876	ATCHISON, BARISONE, CONDOTTI &		5720	LEGAL SVCS/SAKATA	99.00	
						5721	PROF SV THRU 6/30 MB	1,569.00	
15881	08/19/05	3,582.00	878	KELLY SERVICES, INC.		5722	TEMP/ADM W/E 7/17	960.00	
						5723	TEMP/ADM W/E 7/24	768.00	
						5724	TEMP/LGL W/E 7/24	918.00	
						5725	TEMP/LGL W/E 7/31	936.00	
15882	08/19/05	15,769.68	904	RNL DESIGN		5726	PROF SVCS THRU 6/30	15,769.68	
15883	08/19/05	1,085.00	915	WORKIN.COM, INC.		5767	TEMP W/E 7/17 FLT	368.90	
						5768	TEMP W/E 7/24 FLT	368.90	
						5769	TEMP W/E 7/31 FLT	347.20	
15884	08/19/05	897.00	943	CLEAN BUILDING MAINTENANCE		5727	JULY JANITORIAL SVCS	897.00	
15885	08/19/05	1,132.04	950	PARADISE LANDSCAPE	7	5728	SPRINKLERS/KV-METRO	175.04	
						5729	AUGUST MAINTENANCE	627.00	
						5730	PEST CONTROL/PACIFIC	330.00	

5-2.5

CHECK JOURNAL DETAIL BY CHECK NUMBER  
ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/05 THRU 08/31/05

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
15886	08/19/05	115.00	E185	DANIEL, REBECCA		5731	TYPEWRITER RPR	115.00	
15887	08/19/05	65.00	E319	HERNANDEZ, ALICIA		5732	DMV/VTT FEES	65.00	
15888	08/19/05	130.00	E359	ROMAN, BRENDA		5733	DMV/VTT/MED	130.00	
15889	08/19/05	65.00	E361	ZARAGOZA, ISRAEL		5734	DMV/VTT FEES	65.00	
15890	08/19/05	229.97	M003	WYANT, JUDI		9000397	RETIREE STIPEND	229.97	
15891	08/19/05	254.52	M005	ROSS, EMERY		9000398	RETIREE STIPEND	254.52	
15892	08/19/05	459.94	M006	VAN DER ZANDE, ED		9000399	RETIREE STIPEND	459.94	
15893	08/19/05	750.34	M007	BLAIR-ALWARD, GREGORY		9000400	RETIREE STIPEND	750.34	
15894	08/19/05	1,075.65	M009	FREEMAN, MARY		9000401	RETIREE STIPEND	1,075.65	
15895	08/19/05	364.49	M010	SHORT, SLOAN		9000402	RETIREE STIPEND	364.49	
15896	08/19/05	184.57	M016	HICKLIN, DONALD KENT		9000403	RETIREE STIPEND	184.57	
15897	08/19/05	126.67	M022	CAPELLA, KATHLEEN		9000404	RETIREE STIPEND	126.67	
15898	08/19/05	179.92	M024	DOBBS, GLENN		9000405	RETIREE STIPEND	179.92	
15899	08/19/05	75.17	M056	CRUISE, RICHARD		9000406	RETIREE STIPEND	75.17	
15900	08/19/05	19.93	M057	PARHAM, WALLACE		9000407	RETIREE STIPEND	19.93	
15901	08/19/05	19.93	M058	POTEETE, BEVERLY		9000408	RETIREE STIPEND	19.93	
15902	08/24/05	1,627.00	080	STATE BOARD OF EQUALIZATION JUL USE TAX PREPAY		5851	JUL USE TAX PREPAY	1,627.00	MANUAL
15903	08/26/05	335.44	001075	SOQUEL III ASSOCIATES SEPT RENT/DEP ADJ	7	5849	SEPT RENT/DEP ADJ	335.44	MANUAL
TOTAL		989,916.85		COAST COMMERCIAL BANK			TOTAL CHECKS	184	989,916.85

5-2.6

**Santa Cruz METRO  
August 2005 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Elke	Passes/Free Rides
10	\$ 2,621.12	14,636	6,548	4,675	37	65	23	8	21	665	1,680
13	\$ -	-	-	-	-	-	-	-	-	-	-
15	\$ -	-	-	-	-	-	-	-	-	-	-
16	\$ 7,471.09	26,748	11,539	6,705	112	135	45	19	73	1,175	3,729
19	\$ 2,152.46	8,724	3,718	1,989	21	98	20	22	23	346	1,592
3B	\$ 1,628.93	3,513	178	239	38	133	7	15	19	96	1,970
4	\$ 1,384.10	5,164	74	226	22	203	44	30	15	54	3,465
7	\$ 590.69	1,439	20	52	10	50	12	24	6	22	910
7N	\$ 1,756.58	2,382	82	102	-	54	11	-	18	102	989
9	\$ 95.50	216	25	22	3	6	-	-	7	5	90
12A	\$ -	-	-	-	-	-	-	-	-	-	-
12B	\$ -	-	-	-	-	-	-	-	-	-	-
20	\$ 2,180.07	7,505	3,136	1,188	18	59	10	4	34	390	1,620
31	\$ 1,111.65	1,676	69	74	18	27	19	7	11	97	804
32	\$ 181.10	318	3	23	-	6	16	-	1	32	171
33	\$ 49.25	51	-	-	-	-	-	-	-	-	19
34	\$ -	-	-	-	-	-	-	-	-	-	-
35	\$ 29,414.97	36,169	426	730	393	919	169	216	199	1,629	16,078
40	\$ 1,541.35	1,452	38	57	43	65	3	10	2	90	433
41	\$ 799.93	1,126	78	187	8	47	-	12	15	199	313
42	\$ 1,168.68	1,208	61	43	8	87	3	15	6	138	328
53	\$ 693.14	1,145	1	8	8	160	59	15	12	29	632
54	\$ 447.76	693	2	15	5	35	12	2	10	43	387
55	\$ 1,493.30	2,813	50	31	26	99	53	24	218	70	1,607
56	\$ 478.55	842	1	6	5	29	10	19	63	38	460
66	\$ 11,825.21	15,898	259	598	178	643	136	117	65	378	7,285
68	\$ 6,750.61	10,010	298	432	131	320	61	51	58	273	4,924
69	\$ 7,623.70	11,556	597	698	124	465	71	43	62	452	5,188
69A	\$ 20,363.48	25,161	453	710	184	1,019	244	131	123	657	9,919
69N	\$ 1,931.73	3,025	148	174	2	72	22	-	89	147	1,309
69W	\$ 20,458.40	25,463	592	775	204	944	181	137	598	900	9,935
70	\$ -	2	-	-	-	-	-	-	-	-	2
71	\$ 64,030.02	73,667	889	1,819	523	2,888	324	418	1,808	2,866	26,367
72	\$ 5,556.91	5,419	1	17	59	407	15	89	39	153	1,735
74	\$ 3,233.02	3,227	11	14	24	178	13	20	14	21	1,057
75	\$ 9,904.07	9,762	2	34	89	644	36	83	35	289	3,087
76	\$ 915.96	792	1	1	9	45	1	8	-	8	210
79	\$ 1,824.66	2,014	2	37	31	199	103	70	16	3	796
88	\$ -	-	-	-	-	-	-	-	-	-	-
91	\$ 4,583.88	5,181	123	152	85	77	7	27	200	249	1,595
Unknown	\$ 269.06	421	-	91	44	1	3	32	1	23	33
<b>TOTAL</b>	<b>\$216,629.43</b>	<b>309,637</b>	<b>29,450</b>	<b>21,946</b>	<b>2,465</b>	<b>10,185</b>	<b>1,733</b>	<b>1,668</b>	<b>3,868</b>	<b>11,644</b>	<b>110,810</b>

ROUTE	REVENUE	RIDERSHIP	VT/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Elke	Monthly Pass
17	\$ 33,626.05	17,732	25	104	180	1,201	51	4,089	91	1,099	9,162

RIDERSHIP	
Night Owl	-
	-
	-
<b>TOTAL</b>	<b>-</b>

**August Ridership** 327,369  
**August Revenue** \$ 250,255.48

5-3.1

BUS OPERATOR LIFT TEST \*PULL-OUT\*

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

S-3.2

MONTH OF AUGUST 2005

BUS #	DATE	DAY	REASON
9805G	23-Aug	Tuesday	Ramp is reluctant to deploy
2202CG	30-Aug	Tuesday	Kneel does not work
2405GO	30-Aug	Tuesday	Lift flop does not lower flush to the ground

- 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.

5-3.3

Service Interruption Summary Report  
Lift Problems  
08/01/2005 to 08/31/2005

AM Peak Hour/Mile	Midday Hour/Mile	PM Peak Hour/Mile	Other Hour/Mile	Weekday Hour/Mile	Saturday Hour/Mile	Sunday Hour/Mile
00:00/0	00:00/00.00	00:00/00.00	0:00	00:00/00.00	00:00/0	00:00/0

5-3.4

**GOVERNMENT TORT CLAIM**

**RECOMMENDED ACTION**

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Jackson, Delmy Received: 09/08/05 Claim #: 05-0019  
Date of Incident: April 8, 2005 Occurrence Report No.: SC 04-05-14

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 Date: 9/9/05  
 Margaret Gallagher  
 DISTRICT COUNSEL

---

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 23, 2005.

By \_\_\_\_\_ Date: \_\_\_\_\_  
 Cindi Thomas  
 RECORDING SECRETARY

MG/lg  
Attachment(s)

5-4.1

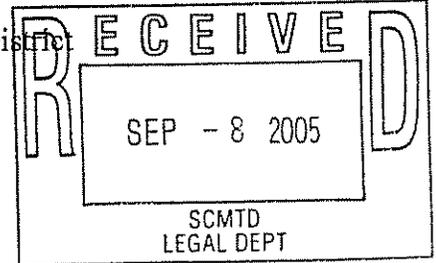
CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # 05-0019

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: Delmy Jackson

Claimant's Address/Post Office Box: 158 Papeo Circle, Freedom, CA 95019

Claimant's Phone Number: (831) 761-1294

2. Address to which notices are to be sent: 158 Papeo Circle, Freedom, CA 95019

3. Occurrence: 05-04-05-14

Date: April 8, 2005 Time: 12:00 p.m Place: Watsonville (Freedom Blvd) / (S. Beillo Shopping Ctr.)

Circumstances of occurrence or transaction giving rise to claim: See attachment following page ->

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: See attachment: following page ->

5. Name or names of public employees or employees causing injury, damage, or loss, if known: Joe Flores (I don't recall his name) I wrote his name in a piece of paper. I will provide this inf. later on.

6. Amount claimed now: Vacation wages. Salary wages. Estimated amount of future loss, if known: I don't know. still in treatment. TOTAL \$

7. Basis of above computations:

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

April 22, 2005 DATE

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

5-4.2

**CLAIM AGAINST GOVERNMENTAL AGENCY**

**NAME OF GOVERNMENTAL ENTITY:**

Santa Cruz Metropolitan Transit District  
Attn: Local Department  
370 Encinal Street, Suite 100 - Santa Cruz, CA 95060

**CLAIMANT:**

Delmy Jackson.

**ADDRESS TO WHICH NOTICES ARE TO BE SENT:**

158 Popeo Circle, Freedom, CA 95019

**INCIDENT INFORMATION:**

**a. Date of Incident:**

April 8, 2006

**b. Location of Incident:**

Freedom Blvd / Freedom Shopping Center bus stop  
(waiting for 69A)

**c. Circumstances of Incident:**

See Attachments →

5-4.3

**DESCRIPTION OF DAMAGE OR INJURY:**

See attachment.

**NAME OF PUBLIC EMPLOYEES CAUSING INJURY OR DAMAGE:**

Santa Cruz Metropolitan Transit District  
370 Encinal St, Suite 100  
Santa Cruz, CA 95060

**ITEMIZATION OF CLAIM:**

Pursuant to Government Code section 910, subdivision (f), the claim exceeds \$10,000.00 and is not a matter that is a limited civil case.

Dated: Sept 8, 2005

BY: Delmy Jackson

5-4.4

Attachment for Questioner

Question? # C

Circumstances of Incident:

Answer:

I took the bus 69A (Watsonville/Santa Cruz - at Freedom Blvd/Freedom Shopping Center bus stop).

The driver did not wait for me to sit down after I paid for my ticket (ride). The moved out of the curve and I soonest I saw that I decide to sit down. Suddenly the driver presses the breaks and my whole body moved forward the front of the bus with my back facing the front of the bus. I hit my back with a metal rail bar close to the windshield and my neck snap back. Once the bus stop my whole body lean forward and I could not moved because of the immediate pain I had in my back. The paramedics show up and so the firefighters and the paramedics took me to the emergency room from the bus. I was in a lot of pain and I could not stand straight for several days. I have been in treatment since then.

Description of damage or injury:

Answer:

Injury

My health insurance has been paying my mayor bills. I had paid all my co-payments for doctor's visits, therapies and for all my medications. I have a lot back and neck pain that has leaving me with a lot of sharp pain that goes all the way down my legs.

Damage

Leaving with back/neck pain

Not being able to fully sleep at nigh because the pain. I am afraid that my body won't be functioning as it used to before the accident. I am asking to help to get treatment and reduce to the minimum the pain

Please help me to get treatment. I need a lot of therapy. Thank you

5-4.5



7171 Mercy Road, Ste 250  
P O. Box 69006  
Omaha, NE 68106-5006  
1-888-870-9172  
NEBRASKA: 402-397-8314  
FAX: 402-384-5190

Account Number: 19 9184 5778801  
SECOND REQUEST

August 12, 2005



19 9184 5778801 022 20902544 0002739/0010

Delmy Jackson  
PO Box 688  
Freedom, CA 95019-0688

**THIS IS NOT A BILL**

Re: Date(s) of Service: 4/8/05  
Our Client: BLUE SHIELD OF CALIFORNIA  
Claim Number: 06051710769200  
Provider Name: American Medical Response

Dear Delmy Jackson:

BLUE SHIELD OF CALIFORNIA has asked our company, Accent Insurance Recovery Solutions ("Accent"), to look into past claims that may have been the result of an auto or other accident. If the medical services DELMY JACKSON received during the time period shown above were not due to an accident, we would appreciate your calling us at (888) 870-9172, by notifying us via our secured Web site, [www.onlineaccent.com/tpl](http://www.onlineaccent.com/tpl), or by indicating on the other side of this letter that there was no accident.

After we hear from you, no further action is required and we thank you for your cooperation.

However, if DELMY JACKSON received these services as a result of an accident we would appreciate knowing that as well so we can determine whether a third party was responsible for the injuries and so we can recover any funds due to BLUE SHIELD OF CALIFORNIA from that third party.

If the services received were due to an accident, please notify us via the phone number or Web site listed above or complete the form on the other side of this letter and return it to us at the address or fax number shown above. This will not result in any further charges to you or affect your BLUE SHIELD OF CALIFORNIA benefits in any way nor will it result in further charges to the providers who cared for you.

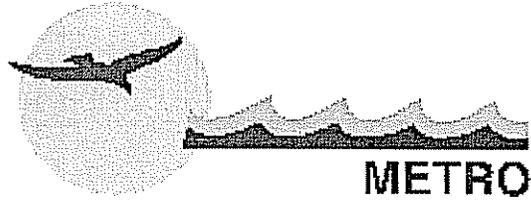
We thank you in advance for helping us explore this matter and we apologize for any inconvenience this inquiry may cause you. If you have any questions, please don't hesitate to contact me at (888) 870-9172.

Sincerely,

*Marie Roessler*

Marie Roessler  
Third Party Liability Specialist  
Accent  
Business Hours - CST:  
Monday - Thursday 7:00 a.m. to 7:00 p.m.  
Friday 7:00 a.m. to 3:45 p.m.

5-4.6



## **Agenda**

### **Metro Advisory Committee**

6:00 pm  
September 21,, 2005  
920 Pacific Avenue  
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/Deletions
- III. Oral/Written Communication
- IV. Consideration of Minutes of July 20, 2005 MAC Meeting (August Meeting Cancelled Due to a Conference Room Scheduling Conflict)
- V. Discussion of Holiday Service
- VI. Review Courtesy Rules for Bus Riders
- VII. Consideration of Selling Cards for Bike Lockers at METRO Center
- VIII. Consideration of Placing Signs for MAC in Buses
- IX. Discussion of MAC Membership on E & D TAC
- X. Discussion of ParaTransit Coordination Task Force Recommendations
- XI. Communications to METRO General Manager
- XII. Communications to METRO Board of Directors
- XIII. Items for Next Meeting Agenda
- XIV. Adjournment

Next Meeting: Wednesday October 19, 2005 @ 6:00 pm  
Santa Cruz Metro Conference Room

5-5.1

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- METRO Advisory Committee (MAC)

July 20, 2005

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, July 20, 2005 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Vice-Chair Robert Yount called the meeting to order at 6:04 p.m.

### 1. ROLL CALL:

#### MEMBERS PRESENT

Dan Alper  
Norm Hagen  
Jeff Le Blanc  
Paul Marcelin-Sampson, Chair  
Dennis Papadopulo  
Robert Yount, Vice-Chair

#### MEMBERS ABSENT

Paul Marcelin-Sampson, Chair  
Stuart Rosenstein  
Dave Williams

#### VISITORS PRESENT

Patricia Spence, METRO Board Member

#### STAFF PRESENT

Frank Cheng, MetroBase Project Manager  
Steve Paulson, ParaCruz Administrator  
Leslie White, General Manager

### 2. AGENDA ADDITIONS/DELETIONS

Jeff LeBlanc asked for permission to add an item to this month's agenda at Item 11. There were no objections.

### 3. ORAL/WRITTEN COMMUNICATIONS

Oral: Jeff LeBlanc stated that his absence from last month's meeting was unavoidable. He requested that his absence be excused. There were no objections.

Oral: Robert Yount stated that the E & D TAC expressed an interest in having a MAC member assigned to serve on their committee. He stated that the E & D TAC also expressed an interest in receiving a copy of the MAC minutes. He went on to advise that BSAC communicated to the E & D TAC that the SCCRTC should consider funding bus stop repairs.

Oral: Director Spence expressed her thanks to several people, including MAC members LeBlanc, Marcelin-Sampson, and Rosenstein, for their help and support in furtherance of her professional development in the field of transportation.

5-5.2

Oral: Robert Yount restated his previous comments regarding E & D TAC and BSAC. Jeff LeBlanc suggested that discussion of E & D TAC matters be placed on next month's MAC agenda. There were no objections.

Oral: Debi Prince reported that she received an e-mail from Chair Marcelin-Sampson to request that his absence from this month's MAC meeting be excused. There were no objections. She advised that his message also stated that he would be in attendance at the next MAC meeting.

Oral: Les White reported that Stuart Rosenstein and Dave Williams had contacted Les to say that they would not be in attendance at this month's MAC meeting. Les reported that Stuart requested that discussion of holiday service be deferred until a future meeting when he would be present. There were no objections.

4. **CONSIDERATION OF MINUTES OF MAY 18, 2005 MAC MEETING (NO MEETING IN JUNE DUE TO LACK OF QUORUM)**

**ACTION: MOTION: NORM HAGEN SECOND: DENNIS  
PAPADOPULO**

**ACCEPT AND FILE MINUTES OF THE MAY 18, 2005 MAC MEETING**

**Motion passed unanimously with Paul Marcelin-Sampson, Stuart Rosenstein, and Dennis Williams being absent.**

5. **DISCUSSION OF HOLIDAY SERVICE**

Norm Hagen provided his opinion relative to holiday service. He questioned the logic of METRO's providing holiday service in light of the service cuts that have been imposed on South County riders. Les White provided a brief description of Stuart Rosenstein's suggestions for holiday lifeline service.

6. **REVIEW OF COURTESY RULES FOR BUS RIDERS**

MAC reviewed and commented on "Zen and the Art of Bus Riding." Robert Yount suggested adding: "Please use cell phones only in an emergency" to Zen. Norm Hagen recommended that bus riders be asked to turn the ringtone volume down. Discussion ensued as to differing views of what constitutes an emergency. Les suggested "Please limit the use of cell phones to only absolutely necessary conversations; and when using them, please use a low voice." General discussion ensued as to various methods METRO can communicate the Zen rules to bus passengers.

7. **CONSIDERATION OF SELLING CARDS FOR BIKE LOCKERS AT METRO CENTER**

Les White advised that he would provide details at next month's MAC meeting.

5-5.3

**8. CONSIDERATION OF PLACING SIGNS FOR MAC INSIDE BUSES**

Les described the brochures and signs, as well as where they could be placed inside the buses. Director Spence stated that she created the signs and brochures in rough draft form. She said placement of some signs inside buses could encourage more public participation on MAC. Jeff LeBlanc commented that a press release to announce that MAC has been meeting for more than a year could result in more awareness of MAC and public participation. Director Spence offered suggestions as to placement of the fliers and brochures. MAC reviewed and discussed the composition of the brochures and fliers. Les White advised that once MAC arrived at a final version; and they were presented to the METRO Board for approval, they would subsequently be placed on the buses.

As a sidebar to the regular discussion, Les White detailed the activities of MAC Chair Marcelin-Sampson, who, in his capacity as a member of the Metro Rider's Union, acted to restore an early trip to Highway 17 bus service. Les advised that Marcelin-Sampson's proactive involvement with the issue resulted in \$12,000 of State funding being made available to METRO.

**9. CONSIDERATION OF REVISED LANGUAGE FOR HEADWAYS FOR FOLDING BIKES IN BUSES**

Les White distributed copies of the recently adopted bikes on buses and carry-on policy language, (Attachment A-1), and MAC's proposed language (Attachment A). Discussion ensued as to ADA regulations relative to wheelchairs, folding bikes, and baby strollers; and their placement in the wheelchair securement area.

**ACTION: MOTION JEFF LeBLANC**

**SECOND: NORM HAGEN**

**MAC RECOMMENDS THAT THE METRO BOARD ADOPT THE ATTACHMENT A-1 LANGUAGE**

**Motion passed unanimously with Paul Marcelin-Sampson, Stuart Rosenstein, and Dennis Williams being absent.**

**10. DISCUSSION OF METROBASE PROJECT**

Les White advised that the MetroBase Project bid opening will occur on August 18, 2005. He reviewed his MetroBase plan with MAC, to include the current economic situation relative to the bidding process and funding, as well as provisions of AB3090. He detailed the efforts of METRO personnel, as well as other agencies and individuals to secure this project's funding. He discussed the District's financial obligations from 1989 through the present, and specifically leased properties and fuel costs.

**11. COMMUNICATIONS TO METRO GENERAL MANAGER**

Jeff LeBlanc distributed a motion that he drafted and that he would like MAC to consider regarding METRO employee compensation.

5-5.4

**ACTION: MOTION JEFF LeBLANC**

**SECOND: ROBERT YOUNT**

**MAC RECOMMENDS THAT THE METRO BOARD CONSIDER THE FOLLOWING: IT IS THE OPINION OF THE MEMBERS OF THE METRO ADVISORY COMMITTEE THAT THE BUS RIDING PUBLIC HAS ALREADY PAID MORE THAN THEIR FAIR SHARE FOR THE FINANCIAL DIFFICULTIES AT THE TRANSIT DISTRICT. IN THE PAST THREE YEARS WE'VE ABSORBED A THIRTY PERCENT REDUCTION IN SERVICES AND A FIFTY PERCENT RISE IN FARES.**

**GIVEN THE PRESENT CIRCUMSTANCES, IT IS OBVIOUS THAT ANY SIGNIFICANT INCREASE IN EMPLOYEE COMPENSATION RESULTING FROM CURRENT CONTRACT NEGOTIATIONS BETWEEN THE DISTRICT AND ITS LABOR UNIONS WILL NECESSITATE FURTHER CUTS IN SERVICE. AS RIDERS OF THE SYSTEM, WE FIND THE POSSIBILITY OF ADDITIONAL CUTS UNREASONABLE AND UNACCEPTABLE.**

**WE, THEREFORE, URGE THE MEMBERS OF THE BOARD TO HOLD THE LINE ON EMPLOYEE COMPENSATION UNTIL THE FINANCIAL CONDITION OF THE DISTRICT IMPROVES SUFFICIENTLY TO SUPPORT PROPOSED INCREASES WITHOUT FURTHER DEGRADATION IN SERVICE AND FACILITIES AT THE SCMTD.**

MAC members shared their opinion relative to the above recommendation.

**Motion failed with Norm Hagen, Dennis Papadopulo, Lesley Wright and Robert Yount voting against, and with Jeff LeBlanc voting for, and with Dan Alper abstaining, and with Paul Marcelin-Sampson, Stuart Rosenstein, and Dave Williams being absent.**

MAC expressed their appreciation to Les White for achieving a positive result with regard to MetroBase funding. MAC discussed various methods of thanking Les White and Board Chair Mike Keogh for their hard work and dedication to the MetroBase project. Les stated that MAC may want to acknowledge the efforts of John Laird and his staff, and Pat Dellin and Rachel at the RTC, as well as Chair Keogh.

**ACTION: MOTION: JEFF Le BLANC**

**SECOND: DENNIS PAPADOPULO**

**MAC REQUESTS THAT ACTING CHAIR ROBERT YOUNT DRAFT A LETTER TO THE METRO BOARD TO ACKNOWLEDGE THE EFFORTS OF THE INDIVIDUALS LISTED ABOVE WITH REGARD TO THE METROBASE PROJECT.**

**Motion passed unanimously with Paul Marcelin-Sampson, Stuart Rosenstein, and Dennis Williams being absent.**

**12. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**

None.

5-5.5

13. ITEMS FOR NEXT MEETING AGENDA

- Discussion of Holiday Service
- Review of Courtesy Rules for Bus Riders
- Selling Cards for Bike Lockers at METRO Center
- Discussion of MAC Membership on E & D TAC
- Placing Signs for MAC in Buses
- Discussion of ParaTransit Coordination Task Force Recommendations

**ADJOURN**

There being no further business, Vice-Chair Yount thanked everyone for participating, and he adjourned the meeting at 7:57 p.m.

Respectfully submitted,



DEBI PRINCE  
ADMINISTRATIVE SECRETARY

5-5.6

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005  
**TO:** Board of Directors  
**FROM:** Steve Paulson, Paratransit Administrator  
**SUBJECT:** METRO PARACRUZ OPERATIONS STATUS REPORT

## I. RECOMMENDED ACTION

**This report is for information only- no action requested**

## II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics reported are for the month of June 2005.
- Customer feedback information is for the month of June 2005

## 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.

During the month of June, fourteen (14) complaints and eight (8) compliments were received. Six (6) of the complaints were found to be "not valid" when investigated. Of the eight (8) valid complaints; three (3) were related to late pick ups, two (2) scheduling errors, one (1) because it was a shared ride (to the same destination), one (1) from a customer wanting to change their return time (outside the service parameters), and one (1) related to driver conduct (driver was counseled and received retraining).

5-7.1

**Operating Statistics for June 2005**

	Nov 04	Dec 04	Jan 05	Feb 05	Mar 05	Apr 05	May 05	June 05
Scheduled	10009	7930	7782	7154	8989	8628	9078	8186
Performed	7591	6713	6822	6804	7898	7405	7824	7181
Miles Driven	66,034	56,619	56,825	56,556	62,911	59,182	59,671	54,7883
Average trip miles	6.83	6.51	6.54	6.20	6.09	6.12	5.80	5.77
Within ready window	84.67%	89.21%	89.65%	89.67%	90.64%	89.49%	92.05%	92.11%
Excessively late/missed trips	77	25	20	17	24	18	15	21
Monthly call volume	7948	6375	6606	6688	7361	6429	6778	6535
Call average seconds to answer	43	38	23	52	33	24	25	24
Hold times less than 2 minutes	91%	94%	95%	87%	93%	94%	94%	94%
Distinct riders	1149	867	842	845	884	835	880	872
Most frequent rider	46 rides	44 rides	48 rides	50 rides	48 rides	58 rides	65 rides	65 rides
Shared rides	49.0%	49.1%	51.1%	52.1%	61.6%	59.4%	63.9%	60.0%
Passengers per rev hour	1.43	1.46	1.57	1.64	1.72	1.72	1.78	1.68
Rides by supplemental providers	33.6%	22.34%	15%	5.7%	5.4%	7.6%	5.5%	3.98%
SCT cost per ride	\$24.34	\$23.97	\$21.83	\$24.34	\$24.35	\$23.25	\$20.14	\$21.51
TME cost per ride	\$21.55	\$20.44	\$23.22	\$26.49	\$21.73	\$19.35	\$21.24	N/A
ParaCruz driver cost per ride	\$23.81 (est)	\$22.41 (est)	\$21.81 (est)	\$22.52 (est)	\$19.21 (est)	\$19.82 (est)	\$20.88 (est)	\$21.22 (est)
Rides < 10 miles	79.91%	80.78%	81.03%	80.41%	80.35%	80.44%	80.61%	80.83%
Rides > 10	20.09%	19.22%	18.97%	19.59%	19.65%	19.56%	19.39%	19.17%

5-7.2

**IV. FINANCIAL CONSIDERATIONS**

NONE

**V. ATTACHMENTS**

NONE

5-7.3

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005

**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

- Student trips for July 2005 increased by 6.1% versus July 2004.
- Faculty / staff trips for July 2005 increased by 27.4% versus July 2004.
- Revenue received from UCSC for July 2005 was \$45,487 versus \$38,545 for July 2004, an increase of 18.0%.

July	Total Student Ridership	Total Faculty/Staff Ridership	Average Ridership <i>Per School Term Day</i> - Student	Average Ridership <i>Per Weekday</i> - Faculty / Staff
2005	30,089	21,077	N/A	923.2
2004	28,369	16,549	N/A	709.9
Monthly Increase-(Decrease)	6.1%	27.4%	N/A	30.0%

## III. DISCUSSION

UCSC ended Spring instruction on June 9, 2005. A summary of the results for July 2005 is:

- Student billable trips for July 2005 were 30,089 vs. 28,369 for July 2004, an increase of 6.1%.
- Faculty / Staff billable trips for July 2005 were 21,077 vs. 16,549 for July 2004, an increase of 27.4%.
- Average Faculty / Staff billable trips *per weekday* for July 2005 were 923.2 vs. 709.9 for July 2004, an increase of 30.0%.

S-8.1

**IV. FINANCIAL CONSIDERATIONS**

NONE

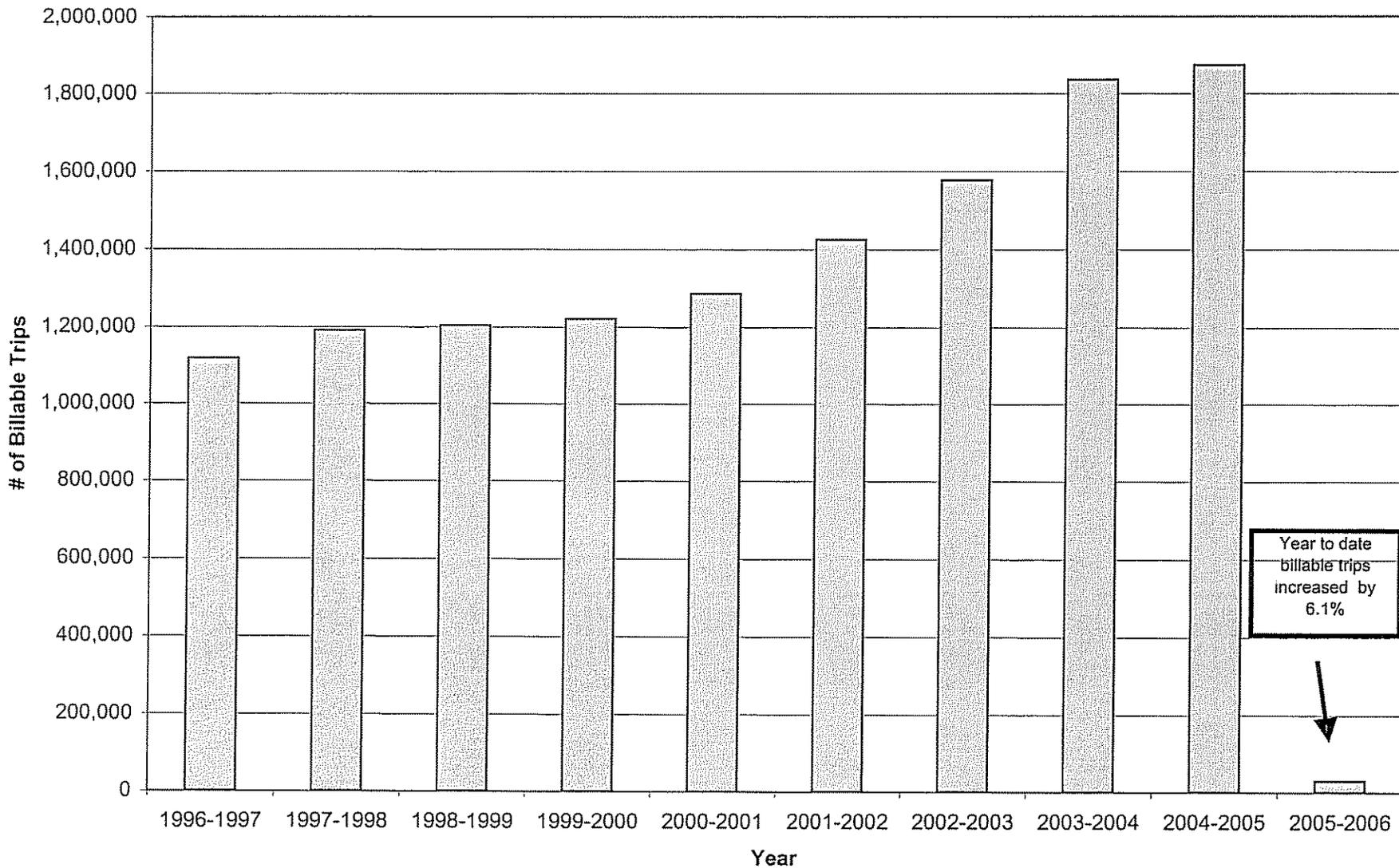
**V. ATTACHMENTS**

**Attachment A: UC Student Billable Trips**

**Attachment B: UCSC Faculty / Staff Billable Trips**

5-8.2

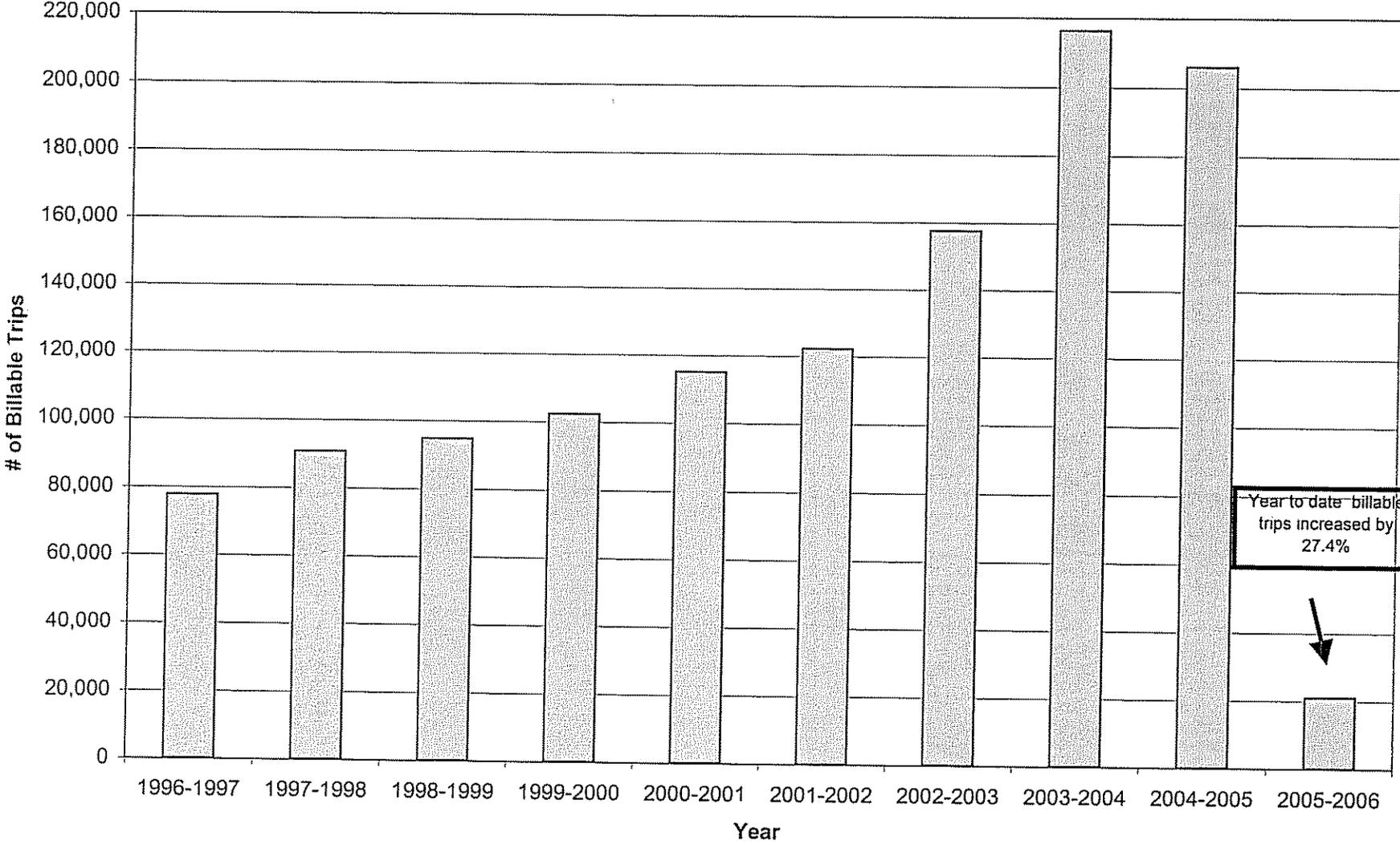
### UCSC Student Billable Trips



S-8. a1

Attachment A

UCSC Faculty / Staff Billable Trips



5-8.b1

Attachment B

# A CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 23, 2005

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: **ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

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

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

## V. ATTACHMENTS

Attachment A: Minutes of the August 4, 2005 Regular SCCRTC Meeting

Attachment B: Minutes of the August 18, 2005 Transportation Policy Workshop

5-9.1

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

Minutes

Thursday,  
August 4, 2005  
9:00 a.m.

Board of Supervisors Chambers  
701 Ocean Street  
Santa Cruz, CA

1. Roll Call

Members Present:      Jan Beautz                      Antonio Rivas  
                                 Dene Bustichi (Alt.) Emily Reilly  
                                 Randy Johnson              Marcela Tavantzis  
                                 Mike Keogh                      Mardi Wormhoudt  
                                 Dennis Norton              Donna Ziel (Alt.)  
                                 Edenilson Quintanilla (Alt.)  
                                 Gregg Albright (ex-officio)

Members Absent:      Ellen Pirie

Staff Present:           Pat Dellin                      Luis Mendez  
                                 Rachel Moriconi              Gini Pineda  
                                 Nathan Luedtke              Cory Caletti  
                                 Kim Shultz                      Grace Blakeslee  
                                 Tegan Speiser

2. Oral Communications

Bonnie Morr, UTU Local 23, asked for support to maintain labor peace in the contract negotiations with the SCMTD, saying that the drivers do not want to strike and interrupt service.

Les White, SCMTD General Manager, thanked the SCCRTC and staff for working with the California Transportation Commission staff to obtain the AB3090 reimbursement in FY08-09 for the MetroBase project, saying the project is now out to bid. He gave special thanks to Acting Executive Director Pat Dellin and Senior Planner Rachel Moriconi, and added that resolutions of appreciation will be coming.

5-9.91

## 3. Additions or Deletions to Consent and Regular Agendas

Acting Executive Director Pat Dellin noted the Revised Agenda, additions to Items 22 and 26, the Director's Report and a handout for the PowerPoint presentation to be made by Nolte Associates.

Commissioner Rivas stated his hope that agreement on a labor contract between Santa Cruz Metro and the unions can be reached soon to avoid disruption in service. He added that it is important to provide good health care and other benefits to the drivers.

## CONSENT AGENDA Wormhoudt/Reilly

4. Approved Minutes of the June 2, 2005 Regular SCCRTC Meeting
5. Approved Minutes of the June 16, 2005 Regular Transportation Policy Workshop Meeting (Commissioners Beautz and Rivas abstained.)

## POLICY

No consent items

## PROJECTS and PLANNING

6. Approved Elderly and Disabled Transportation Advisory Committee and Staff Recommendations Regarding Appointments to the Monterey Bay Sanctuary Scenic Trail Committee

## COMMISSION BUDGET AND EXPENDITURES

7. Approved Staff Recommendations Regarding Contract for Traffic Monitoring Services (Resolution 01-06)
8. Accepted Staff Recommendations Regarding Highway 1/Salinas Road Interchange Project

## ADMINISTRATION

9. Accepted FY 04-05 Fourth Quarter SCCRTC Work Program Report

## COMMITTEE MINUTES

10. Accepted Draft Minutes of the Elderly and Disabled Transportation Advisory Committee Meeting of July 12, 2005

S-9.az

## INFORMATION/OTHER

11. Accepted Monthly Meeting Schedule
12. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
  - a. Quarterly Report on Environmental Document Review
13. Accepted Correspondence Log (to be distributed at the meeting)
14. Accepted Letters from SCCRTC Committees and Staff to Other Agencies on Policy Issues - None
15. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
16. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
17. Accepted Information Items
  - a. Letter from Board of Supervisors Chair Regarding SCCRTC Autonomy
  - b. Article in San Jose Mercury Regarding the Freeway Service Patrol in the San Francisco Bay Area
  - c. "US Reluctant to Mirror Europe's High Gas Taxes" Article in the San Diego Union-Tribune
  - d. "Assembly Panel OKs Deal on Bay Bridge; LA Mayor Opposes Bill That Would Raise Tolls to \$4 in 2007" Article from the San Francisco Chronicle

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

No consent items

## REGULAR AGENDA

18. Commissioner Reports - None
19. Director's Report - Oral Report

Acting Executive Director Pat Dellin added to SCMTD General Manager Les White's statements, saying that the AB3090 reimbursement had been a team effort and was a coup for the

S-9.93

county. She said it was important that SCMTD Board Chair Keogh and Mr. White had attended the California Transportation Commission (CTC) meetings. Ms. Dellin said that it is part of the Commission's charge to help local jurisdictions obtain funding. Assemblymember Laird and his staff were instrumental in securing the AB3090 reimbursement designation. It was also very helpful to be at the right place at the right time with adoption of the state budget with funds for transportation about two weeks before the CTC meeting.

Ms. Dellin introduced recently hired Transportation Planning Technician Nathan Luedtke to the Commission.

20. Caltrans Report

Gregg Albright, Caltrans District 5, said that the closure of Highway 152 for repairs has been moved back and will not impact the Watsonville Strawberry Festival. The highway will be closed for 40 days. He said that Caltrans is coordinating with local schools on safety measures and that notices were sent to residents affected by road repairs.

Regarding the Highway 1/17 Merge Lanes Project, Mr. Albright said that due to the inclusion of transportation funds in the state budget, Caltrans will be seeking an allocation of State Transportation Improvement Program (STIP) funds for this project. However, the timeline is tight. He said that Caltrans has been able to re-negotiate contracts with utilities companies and that PG&E will be able to deliver right-of-way work in time for a September CTC Commission vote. He added that the current obstacle to having the project ready for a CTC vote in September was being able to reshuffle projects within Caltrans that were negotiated when it looked like the Merge Lanes Project would be delayed indefinitely due to lack of funding.

Commissioner Beautz said she found it disturbing that the project is not ready to go now that funding is available. Mr. Albright said that Caltrans made a business decision to redirect staff to projects that were not stalled and that at that time, it was a good decision as there was no way to predict that Proposition 42 funds would be available this fiscal year. He said he is doing everything he can to re-schedule Caltrans projects to meet a September deadline but that the project is currently scheduled to go before the CTC in November.

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Commissioner Reilly asked about a letter Commissioners had received from a resident regarding soundwalls. Acting Executive Director Dellin said that Senior Planner Karena Pushnik would follow up.

Dave Eselius said he had requested that a corridor study be done to define what the transportation flow is from Scotts Valley to Monterey and to connect the planned individual projects in a way that showed how they managed the traffic flow.

21. Certificate of Appreciation for Departing Commission Alternate Edenilson Quintanilla

Vice-Chair Randy Johnson presented Commission Alternate Edenilson Quintanilla with a Certificate of Appreciation, saying that Mr. Quintanilla brought a strong and consistent voice on issues to the Commission and in representing the community.

Several Commissioners expressed appreciation for Commission Alternate Quintanilla's perspective and his support for specific projects. They said they were glad he was continuing his education and would miss him.

Acting Executive Director Pat Dellin commended Mr. Quintanilla as a good problem solver and consensus builder.

Commission Alternate Quintanilla said it had been a privilege to serve on the Commission.

22. Update on State Transportation Improvement Program and State Budget

Acting Executive Director Pat Dellin gave the staff report noting the increase in anticipated funding from the federal transportation bill and the federal earmarks obtained by Congressman Sam Farr for the auxiliary lanes and the Monterey Bay Sanctuary Scenic Trail. Ms. Dellin also noted that California would be getting a slightly higher percentage of its gas tax money returned to the state than in the past.

On the state side, Ms. Dellin said that Proposition 42 funds would be available for at least this fiscal year and that there could be more money coming in if the state can

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reach agreements with Indian gaming tribes. There are two local roads projects that could get their funding as a result.

John Presleigh, County Public Works, explained that the Graham Hill Road improvements will be ready for funding but that repairs to Amesti Road were being stalled because the County had not yet reached an agreement with the Federal Emergency Management Agency (FEMA) regarding the alignment for Amesti Road.

Commissioner Rivas suggested that the Commission and County Supervisors send letters of support to Congressman Farr.

Acting Executive Director Pat Dellin reiterated how important it is that Caltrans ensure that the Highway 1/17 Merge lanes Project is ready for a CTC vote in September since the CTC has started allocating funds. She said that there are other projects that need funding, and if obstacles are not overcome, there may not be enough money for our project.

Dave Eselius said the scenic trail is hinged on the purchase of the railroad and that the purchase has not been fully accepted by the community. He asked that the Commission accept as a task to determine how the scenic trail will be built if the rail corridor is not purchased.

Commissioner Beautz moved and Commissioner Reilly seconded to approve the staff recommendations to:

1. Accept this status report on state and federal transportation funding; and
2. Request that AMBAG staff seek the input of the SCCRTC and the local jurisdictions in Santa Cruz County prior to deciding whether to apply for state funding for a regional blueprint plan on land use, housing and transportation coordination. The motion passed unanimously.

23. Update on Highway 1 Projects and Quarterly Progress Report on the Highway 1 Widening/HOV Lane PA/ED - Oral Presentation by Chris Metzger, Nolte & Associates

Acting Executive Director Pat Dellin said the Commission should consider a public hearing in the fall regarding the auxiliary lanes project which is an independent utility project. She recommended that the Commission approve the

5-9.96

concept today and approve the dates next month.

Chris Metzger, Nolte Associates, and Pat Gelb, Parsons, Inc., gave a PowerPoint presentation updating the Commission on environmental, engineering, public outreach and schedule developments for the Highway 1 Widening/HOV Lane Project.

Commissioner Rivas asked for maps in color to help identify where bike/pedestrian overpasses are planned.

Commissioner Keogh asked that the right-of-way necessary for each freeway design alternative be indicated. Mr. Keogh noted that the second freeway interchange alternative needed more analysis at Morrissey and Soquel due to backup caused by traffic lights.

Commissioner Beautz moved and Commission Alternate Quintanilla seconded to approve the staff recommendations that the Commission:

1. Request that Caltrans and Pacific Gas and Electric finish their work in time for the Highway 1/17 Merge Lanes Project to be submitted to the California Transportation Commission for an allocation of STIP funds at its September meeting;
2. Accept a Quarterly Progress Report from the consultant on the Highway 1 Widening/HOV Lane Project, and receive a Status Report on other activities related to the Highway 1 project; and,
3. Direct staff to return in September with a recommended date and location for an evening public information open house/ RTC public hearing on the Highway 1 Soquel/Morrissey Auxiliary Lane project.

The motion passed unanimously.

Dave Eselius said that he felt that the needs for the highway widening have been assumed but not defined, saying that HOV lanes may not improve the level of service or resolve safety issues, that the bridges may not be wide enough for an eventual eight-lane highway, that the metering lights may not be properly configured and that the Commission does not have authority to make decisions about railroad bridges.

24. Comprehensive Transportation Funding Program Task Force

5-9.97

Acting Executive Director Pat Dellin introduced Commissioner Wormhoudt to discuss the results of the subcommittee meetings to look into developing a Comprehensive Transportation Funding Program Task Force.

Commissioner Wormhoudt said she realizes the proposal will be challenging but stimulating. She said the task force will be large and will consider both what the transportation needs are, and what revenue sources are available.

Ms. Wormhoudt reported that Eileen Goodwin, Apex Strategies, explained the rationale for having such a large group to represent the diversity of opinions and ideas regarding transportation solutions and said it was necessary for the county to have wide representation. Commissioner Wormhoudt added that community meetings will be held in every district in both Spanish and English in order to develop draft plans to bring back to the Task Force. She said that the Task Force will develop its own work plan as its first task.

Commissioners discussed the size and composition of the Task Force. Issues raised included whether the unincorporated areas were represented as widely as the cities, if Regional Transportation Commission members should serve on the Task Force, what would happen if a 2/3 consensus could not be reached, flexibility in appointing members and if any of the suggested groups should be removed. It was also suggested that additional membership slots be created for a bus driver, someone from a pedestrian advocacy group, and a person who attends school rather than works for the school districts.

Commissioners made suggestions to add more groups to the list developed by the sub-committee noting that it was better to be inclusive rather than exclusive.

Commissioner Wormhoudt said that it was good to include elected officials because they are accountable to the public.

Commissioner Reilly moved and Commissioner Wormhoudt seconded to approve the recommendations by Commissioners Campos, Norton, Stone, Wormhoudt and the staff that the RTC:

5-9.98

1. Approve the recommendations of the subcommittee as outlined in the attached memo concerning the establishment and functioning of a Transportation Funding Program Task Force;
2. Direct staff to return to the next Commission meeting with a resolution formally establishing the Transportation Funding Program Task Force and to the October Commission meeting with a proposed budget;
3. Direct staff to negotiate an amendment to the contract with Eileen Goodwin consistent with the recommendations in this letter for consideration at the October Commission meeting;
4. Direct staff to formally invite Fred Keeley to serve as the convener of the Task Force; and
5. Direct staff to contact the various groups and agencies recommended for membership on the Task Force and request that they appoint representatives at their earliest convenience with the intention that the Commission would review the membership roster at its October meeting and that the first Task Force meeting would be held in October 2005.

with the addition that the representatives named including the Highway 1 Highway Construction Authority, Salud Para La Gente, the Pajaro Valley Unified School District, the Latino Lawyers Association, American Medical Response, the Sheriff's Office, the Pleasure Point Business Association, the Rio del Mar Improvement Association, the Community Traffic Safety Coalition, the United Transportation Union, Mission Pedestrians and Santa Cruz Consolidated Emergency Communications Center be added.

Commissioner Norton suggested an amendment that RTC members would not be directly appointed to the Task Force. Commissioner Rivas seconded and the maker and second of the underlying motion accepted it as a friendly amendment.

It was agreed that it would be acceptable if another body appointed an RTC member as its representative.

Terry Winston recommended adding the Seacliff Association and the Sumner Improvement Association saying that residents in these areas would not be represented by the Rio del Mar Improvement Association.

Commissioner Beautz recommended adding the Seacliff Association but not the Sumner Improvement Association.

5-9.29

Paul Elerick, Campaign for Sensible Transportation, said he did not understand the difference between Eileen Goodwin's role and Fred Keeley's role as convener. He expressed concern that south county is not represented fully and suggested adding the Brown Berets. He said that it seemed like the list is frontloaded to the business community and employers.

Acting Executive Director Pat Dellin said staff will return with a clarification of the differences between Ms. Goodwin's and Mr. Keeley's roles.

Dave Eselius said he hopes this group has no authority to make decisions.

Eric Child said to add more neighborhood associations and pedestrian advocacy groups.

Piet Canin suggested trading Bike to Work for the Santa Cruz Bicycle Industry Coalition.

Bob Yount suggested adding 10 at large members.

Eileen Goodwin said that increasing the group size did not concern her and that she has techniques to have people participate. She said her role as the facilitator is to work closely with the chair and would be spending time with staff and that she would arrange for presentations, bring in guest speakers who might have information on technical issues and would provide meeting summaries. In addition she would be able to educate the Task Force on what funding mechanisms are available and realistic.

Commission Alternate Quintanilla suggested finding a venue at a mid-point in the county.

Commissioner Reilly suggested video documentation and Ms. Goodwin agreed and added it might be possible to broadcast the meetings on Community TV.

Fred Keeley said he would be glad to help.

Commissioner Johnson pointed out that since these meetings would be open to the public, people can voice their opinions and ideas by attending the meetings. He also

5-9. a 10

suggested adding a commuter group.

Commissioner Beautz mentioned a carpooling group and Acting Executive Director Pat Dellin suggested that if the motion is approved, staff would return in September with a comprehensive list of what was approved.

Commissioner Tavantzis asked if the maker wanted to make the changes suggested by members of the public and said she supports adding the Seacliff group, the Brown Berets, a commuter representative and trading bike groups as suggested by Piet Canin. This was accepted as a friendly amendment.

The motion passed unanimously.

#### CLOSED SESSION

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

#### OPEN SESSION

Open Session reconvened at 1:05pm.

Kirk Trost of Miller, Owen & Trost, reported that in closed session the Commission approved the public release of the supplemental structural assessment on the La Selva Beach Trestle and directed staff to negotiate with Union Pacific for a further analysis of the La Selva Beach Trestle.

Approval of the public release of the supplemental structural assessment report on the La Selva Beach Trestle was on a 6-5 vote, with Commissioners Norton, Ziel, Tavantzis, Quintanilla, and Rivas voting "No". Approval of negotiating with Union Pacific for a further analysis of the La Selva Beach Trestle was unanimous.

26. Acquisition of the Santa Cruz Branch Rail Line - Amendment to Negotiations Contract and Draft Structural Assessment

S-9.a11

Acting Executive Director Pat Dellin reported that this item includes two written staff reports, the main staff report and a supplemental staff report. The supplemental staff report states that the draft structural assessment report was available. The report, prepared by the engineering consultant firm of Biggs-Cardoza, rates each of the structures and recommends more detailed analysis on six structures.

Commissioner Rivas moved and Commission Alternate Quintanilla seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Approve Resolution 02-06 amending the contract with Miller, Owen and Trost for Santa Cruz Branch Rail Line acquisition services to add \$170,000, increase the rate for attorneys with sub-consultant Kirkpatrick and Lockhart, clarify language and make the necessary budget amendments consistent with this action; and
2. Accept status information on other elements of the Santa Cruz Branch Rail Line Acquisition Project.

and to approve the staff recommendations in the supplemental staff report that the Regional Transportation Commission:

1. Review the draft Santa Cruz Branch Line Structural Assessment report prepared by Biggs Cardosa Associates, Inc. and Systra Consulting;
2. Direct staff and consultants to obtain a cost estimate to conduct all of the additional detailed structural analyses recommended in the draft structural assessment report and return to the August Transportation Policy Workshop (TPW) meeting with a specific budget, funding plan and timeline to perform the analyses; and
3. Direct staff and consultants to negotiate with Union Pacific any necessary changes to the right of entry agreement to conduct the additional detailed structural analyses of the structures.

Commissioner Keogh asked whether the study would include the cost of the seismic analysis as recommended in the reports.

Acting Deputy Director Luis Mendez confirmed that it would and asked whether the motion included the recommendations on both staff reports. The maker, second and Chair

5-9.a12

indicated it did.

Commission Alternate Quintanilla said he had researched potential funding sources for the retrofit and suggested researching the American Jobs Creation Act for 2004.

The motion passed unanimously.

27. Next Meetings/Adjournment

The meeting adjourned at 1:10pm.

The next Transportation Policy Workshop is scheduled for Thursday, August 18, 2005 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA 95060.

The next regular SCCRTC meeting is scheduled for Thursday, September 1, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

Respectfully submitted,

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Gini Pineda, Staff

5-9.213

ATTENDEES

<u>Name</u>	<u>Representing</u>
Robert Yount	
David Eselius	
Bill Comfort	
Genevieve Bookwalter	Santa Cruz Sentinel
Piet Canin	SC TMA
Bob Scott	SCCRTC Technical Advisor
Paul Elerick	CFST
Cliff Walters	Big Trees Railroad
John Presleigh	County DPW
Lynn Robinson	
Bonnie Morr	UTU Local 23
Chris Metzger	Nolte Associates
Olga Rodriguez	Nolte Associates
Pat Gelb	Parsons
Leo Moll	
Les White	SCMTD
Don Hill	Santa Cruz County
Fred Keeley	Santa Cruz County Treasurer
Linda Puzzifero	SCATMA
Bill Fieberling	
Peter Hieflin	
Ken Kannegaard	Cemex
Anthony Notaro	BCA

5-9.a14

## REGIONAL TRANSPORTATION COMMISSION

### Transportation Policy Workshop

#### MINUTES

Thursday, August 18, 2005  
9:00 am

SCCRTC Conference Room  
Santa Cruz, CA 95060

Members Present:      Cliff Barrett (Alt.)      Emily Reilly  
                                 Jan Beautz                      Antonio Rivas  
                                 Tony Campos                  Mark Stone  
                                 Mike Keogh                    Marcela Tavantzis  
                                 Ellen Pirie                     Mardi Wormhoudt

Members Absent:      Dennis Norton                Pat Spence

Staff Present:          Pat Dellin                      Luis Mendez  
                                 Grace Blakeslee              Cory Caletti  
                                 Kim Shultz                     Tegan Speiser  
                                 Gini Pineda                    Karena Pushnik

1.    Introductions

Self-introductions were made.

2.    Oral Communications - None

Acting Executive Director Pat Dellin noted that the final 2005 Regional Transportation Plan had been given to each Commissioner and was available to the public.

3.    Additions/Deletions to the Agenda

Ms. Dellin said that an addition to Item 4 had been distributed.

4.    Status Report on Highway 1 Projects and Pedestrian/Bike Crossing Locations Summary Report

Acting Executive Director Pat Dellin referred to the handout from Caltrans which gave a brief update on the status of the Highway 1/17 Merge Lanes Project. Ms. Dellin noted the issues that Caltrans is working to resolve in order to meet the September 2<sup>nd</sup> deadline to put the project on the September California Transportation Commission's agenda.

5-9. b1

Mark McCumskey, Caltrans District 5, participated via speaker phone.

Ms. Dellin introduced Chris Metzger, Nolte Associates, who addressed the Commission on the bicycle and pedestrian crossings being considered for inclusion in the Highway 1 Widening/HOV Lane Project.

Mr. Metzger said that originally three pedestrian and bicycle crossings had been identified at Mar Vista Drive, Cabrillo College and Chanticleer / Mattison Lane. He said that after further investigation into the needs and demands of the population base and schools, input from groups that had an interest and knowledge of the issues, including the Elderly and Disabled Transportation Advisory Committee, the Bike Committee and the Interagency Technical Advisory Committee, and after collaborating with the county and the cities' planning, public works and redevelopment agencies, the Project Development Team recommended crossings at Mar Vista Drive, Chanticleer Avenue and Trevethan Avenue to be the preferred locations, in that priority order.

Mr. Metzger said that major considerations for choosing these locations include safe routes for students to get to school, direct links to shopping, business and activity centers (e.g. Dominican Hospital), connecting existing bike lane facilities and recreational demand.

Commissioner Keogh asked why Chanticleer Avenue, which is partly unimproved, had been chosen over 17<sup>th</sup> Avenue, which is more developed. Mr. Metzger answered that the higher traffic volumes on 17<sup>th</sup> Avenue made it less desirable for bike and pedestrian traffic.

Commissioner Pirie suggested developing a better connection between the town of Aptos Village and the beach.

**Bill Comfort** asked if under-crossings have crime and safety concerns. Mr. Metzger replied that if an under-crossing is in a tunnel situation there would have to be certain mitigations including entrance features with as much line of sight as possible, a wide enough tunnel to give a sense of space and it must be well-lit.

Commissioner Pirie noted that the under-crossing to the Aptos beach would not be through a tunnel would but would be part of Spreckles Drive.

Mr. Metzger summed up his presentation recognizing that the Arana Gulch and Rodeo Gulch areas may have more demand for pedestrian access in the future, that the Spreckles Drive under-crossing would be the least costly improvement and that the crossings at Branciforte and along the San Lorenzo River were not within the limits of the Highway 1 project.

Commissioner Beutz moved and Commissioner Campos seconded to approve the staff recommendations to:

1. Receive a Status Report on activities related to the Highway 1 project; and,

5-9.62

2. Accept the Pedestrian/Bike Crossing Locations – Summary Report prepared by Nolte Associates and direct work to begin on preliminary design and environmental clearance for the three recommended pedestrian/bicycle crossings of Highway 1, taking into consideration the design considerations expressed by E&D TAC and ITAC members.

The motion passed unanimously.

**Closed Session**

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

**Open Session**

6. Santa Cruz Branch Rail Line Acquisition – Additional Structural Analysis and Financial Plan

Acting Executive Director Pat Dellin distributed samples of informational maps prepared by County GIS which showed the Union Pacific valuation maps superimposed on aerial maps of the parcels along the rail corridor. Ms. Dellin said the work was more complicated than anticipated but that she hoped to have a full set for the Commission at the September Transportation Policy Workshop.

Transportation Planner Grace Blakeslee said that the maps will be on the RTC website as pdf files in the future and that staff planned to reproduce them on CD's.

Acting Deputy Director Luis Mendez noted that the maps are based on the Union Pacific valuation maps, County GIS information and the title report and are not perfect. The various information sources do not fully match.

Commissioner Tavantzis suggested that at some point it may be necessary to do some surveying as it looks like some residences are located on the right-of-way.

Acting Executive Director Pat Dellin continued with the staff report saying, per the Commission's direction, staff had obtained an estimate and developed a funding plan for the additional analyses of structures along the rail corridor, as recommended in the report prepared by Biggs Cardosa Associates and presented to the Commission at its August 4, 2005 meeting.

Ms. Dellin said that the financial plan recommended some changes in order to budget

S-9.63

for the additional \$140,000 needed for the analyses.

It was noted that amendments to the right-of-entry agreement with Union Pacific will be necessary to be able to conduct the analyses.

Commissioner Wormhoudt moved and Commissioner Reilly seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Approve the revised financial plan for acquisition of the Santa Cruz Branch Rail Line to fund the additional structural analyses recommended in the draft Structural Assessment; and
2. Approve contracting for the additional structural analyses through the Miller, Owen and Trost (MOT) contract as was done for the draft Structural Assessment, with the further direction that Kirk Trost of MOT report to the RTC the preferred consultant and before engaging the firm for this work.

Commissioner Keogh said he wanted all structures that might be used for passenger rail and/or for bike/pedestrian trails to be given seismic study.

Acting Executive Director Pat Dellin said that regarding trails, the Master Plan for the Monterey Bay Sanctuary Scenic Trail will include alternatives for either going over the structures or not, and that for purposes of trails it is not known whether the structures would be used. She said that seismic study of these structures could wait until it was determined if each of the structures is an option for the trail. She noted that passenger rail was not being considered at this time.

Commissioners discussed the cost to perform seismic studies on all of the structures and if it would be beneficial at this time, noting that seismic analysis was recommended for the bridge crossing the San Lorenzo River because it currently has a public pedestrian crossing.

The motion passed with Commissioner Keogh voting "no".

#### 7. Next Meetings / Adjournment

The next regular RTC meeting will be held Thursday, September 1, 2005 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA.

The next Transportation Policy Workshop will be held Thursday, September 15, 2005 at 9:00 a.m. at the RTC Office, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

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Gini Pineda, Staff

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**ATTENDEES**

<u>Name</u>	<u>Representing</u>
Robert Yount	
Genevieve Bookwalter	Santa Cruz Sentinel
Ken Kannegaard	Cemex
Bill Comfort	
Mark Greenfield	
Chris Cheleden	Santa Cruz County Counsel
Gustavo Gonzalez	Supervisor Campos' Office
Chris Metzger	Nolte Associates
Tripat Mangat	Nolte Associates
Bob Scott	SCCRTC Technical Advisor
Kirk Trost	Miller, Owen & Trost

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S-9.65

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Fleet Maintenance  
**SUBJECT: REQUEST AUTHORIZATION TO USE THE STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES CONTRACT FOR THE PURCHASE OF ONE EACH TYPE II PARATRANSIT BUS**

## I. RECOMMENDED ACTION

**District staff is recommending that the Board of Directors authorize the General Manager to use the State of California, Department of General Services contract for the purchase of one each type II Paratransit bus from Creative Bus Sales, Inc.**

## II. SUMMARY OF ISSUES

- The District has funding for the purchase of one small bus for use by the ParaCruz program.
- The State of California, Department of General Services has issued cooperative vehicle procurement contracts for the purchase of this type of bus.
- The Federal Circular that governs procurement for federally funded purchases encourages joint purchasing when the procurement includes the applicable federally mandated clauses.
- The District requests the use State of California vehicle contracts for this procurement as a means of streamlining the procurement process.
- District staff recommends that the Board of Directors authorize the General Manager to use the State of California, Department of General Services contract for modified minivans and paratransit buses for the purchase of one each Type II Paratransit bus from Creative Bus Sales, Inc.

## III. DISCUSSION

The District has funding for the purchase of one each Paratransit bus for the ParaCruz program. Each year the State of California prepares bids for vehicles, trucks, vans and utility vehicles. The resulting cooperative purchasing contracts allow smaller public agencies to purchase vehicles based on statewide government agency requirements. This process allows for better pricing than the District would normally obtain due to the greater quantities requested in the state bid.

The FTA encourages grant recipients to utilize cooperative purchasing agreements whenever it is practical as a means of saving money. For this procurement, the District will add all of the

5-10.1

required federal clauses to comply with FTA Circular 4220.1E, Third Party Contracting Requirements. The State of California charges a contract usage fee of 2.56 % based on the purchase order total before tax or any offered cash discounts with a maximum charge of \$7,500.

It is recommended that the Board authorize the General Manager to use the State Procurement Process for the purchase of one each type II Paratransit bus for the ParaCruz program from Creative Bus Sales, Inc. for a total amount not to exceed \$65,000.

#### **IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the Capital Improvement Program under District Funded Projects.

#### **V. ATTACHMENTS**

**Attachment A:** Cost Summary for Paratransit Bus with Options required

5-10.2

**Creative Bus Sales, Inc.**  
 www.creativebussales.com  
 (800) 328-2877 - Toll Free (909) 465-5529 - Fax

**El Dorado Bus Sales**  
 www.eldoradobussales.com  
 (888) 353-6277 - Toll Free (310) 728-7800 - Fax

**Attachment A**

**State Contract #1-02-23-15**

Modified Minivans and Paratransit Buses

Vendor ID#: 235927

- Add On Order
- 5310 Order

<b>Vehicle Type:</b>	Type 2 - Medium Bus (Line Item #8)	<b>Commodity #:</b>	2310-000-00344	
<b>Contact:</b>	Lloyd Longnecker	<b>Type of Lift:</b>	<input type="checkbox"/> Braun <input checked="" type="checkbox"/> Ricon	
<b>Agency:</b>	Santa Cruz Metropolitan Transit	<b>Lift Location:</b>	<input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear	
<b>Address:</b>	110 Vernon Street, Suite B	<b>Seat Material:</b>	<input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Cloth <input type="checkbox"/> Repel	
<b>City, State, Zip:</b>	Santa Cruz, CA 95060	<b>Seat Color:</b>	Blue	
<b>Phone:</b>	831-426-0199	<b>Paint Stripes:</b>	<input checked="" type="checkbox"/> Yes (2) 5° <input type="checkbox"/> No <input type="checkbox"/> Other	
<b>Fax:</b>	831-469-1958	<b>Stripe Color:</b>	Custom	
<b>E-Mail:</b>		<b>Contract Equipment:</b>		
<b>Qty. Per Vehicle</b>	<b>Description</b>	<b>Price</b>	<b>Ext. Price</b>	<b>ADA</b>
1	Type 2 - Medium Bus (Aerotech 220)	\$34,600.00	\$34,600.00	\$4,846.00
1	Seat - Power Seat Base	\$425.00	\$425.00	
1	Fast Idle - Intermotive (Gas 5.4 or 6.8)	\$760.00	\$760.00	
2	Freedman - Double Foldaway Seat	\$850.00	\$1,700.00	\$1,700.00
1	Telma Brake Retarder	\$6,275.00	\$6,275.00	
1	200 Amp Pentax Alternator (PX-5 Gas or Dsl)	\$1,200.00	\$1,200.00	
1	Transpec Model 1000 Roof Vent	\$495.00	\$495.00	
1	HELP Bumper - Front	\$925.00	\$925.00	
1	HELP Bumper - Rear	\$900.00	\$900.00	
1	Electric Passenger Door	\$495.00	\$495.00	
4	<Credit> Each Seat Left Out Of Standard Vehicle	-\$85.00	-\$340.00	
4	"Q" Straint QRT Slide & Click Securement	\$360.00	\$1,440.00	\$1,440.00
2	Additional Wheelchair Position (QRT)	\$795.00	\$1,590.00	\$1,590.00
1	Raised Flat Floor - Front Lift	\$1,250.00	\$1,250.00	\$1,250.00
1	Park Crank Only	\$250.00	\$250.00	
1	Mirrors - Heated & Remote Control	\$800.00	\$800.00	
1	Modesty Panel - Behind Lift for Amb. Walker's	\$300.00	\$300.00	
1	Seat - Recaro LXS	\$1,650.00	\$1,650.00	
11	Seat - Custom Keystone Patriot 8542 Vinyl	\$115.00	\$1,265.00	
1	Stripes - Custom Stripes	\$1,950.00	\$1,950.00	
4	Tiedown - Storage Bag (Each)	\$50.00	\$200.00	\$200.00
			<b>Total</b>	<b>ADA</b>
			\$58,130.00	\$11,026.00
		Non-Taxable	\$11,026.00	
		Taxable Amount	\$47,104.00	
Santa Cruz*		Tax Total	\$3,886.08	8.250%
		<b>Sub-Total</b>	<b>\$62,016.08</b>	
		Procurement Fee 2.58%	\$1,488.13	
		Inspection Fee .75%	\$0.00	
		Tire Fee	\$12.25	
		Delivery Fee	\$350.00	
		<b>Total</b>	<b>\$63,866.46</b>	
		Number of Units	1	
		<b>Final Total</b>	<b>\$63,866.46</b>	

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005  
**TO:** Board of Directors  
**FROM:** Mark Dorfman, Assistant General Manager  
**SUBJECT:** INFORMATION ON AB2766 JOINT GRANT AWARD FOR BUS RAPID TRANSIT (BRT) FEASIBILITY STUDY

## I. RECOMMENDED ACTION

**Receive information on the Air District's AB2766 grant award to METRO and Monterey-Salinas Transit to conduct a joint feasibility study of Bus Rapid Transit (BRT) corridors.**

## II. SUMMARY OF ISSUES

- Santa Cruz METRO collaborated with Monterey-Salinas Transit (MST) to submit a joint grant application to the Air District to study BRT feasibility in congested corridors in Monterey and Santa Cruz Counties.
- On August 17, the Air District awarded \$80,000 to Monterey-Salinas Transit (MST) and METRO jointly to conduct a BRT feasibility study.
- MST will execute a grant agreement with the Air District to assume a point of responsibility and obligation for the project.
- METRO and MST will cooperate to select a consultant and will work together to conduct the BRT feasibility study in select corridors in Monterey and Santa Cruz Counties.
- This grant awards \$80,000 to reimburse project costs.

## III. DISCUSSION

Every year, the Monterey Bay Unified Air Pollution Control District (Air District) solicits grant applications for the AB 2766 Motor Vehicle Emissions Reduction Program funded from the \$4.00 vehicle registration surcharge in the Monterey Bay region. This year, Santa Cruz METRO and Monterey-Salinas Transit submitted a grant application requesting \$80,000 for a joint project to analyze Bus Rapid Transit feasibility in several corridors within Monterey and Santa Cruz Counties. The grant application was successful. On August 17, the Air District awarded \$80,000 to METRO and MST to conduct the joint feasibility study.

The Air District will execute a grant agreement with MST to specify the terms and conditions of the project and to facilitate project cost reimbursement. Both MST and METRO will participate equally in consultant selection through a competitive procurement process and will share oversight of the contracted BRT feasibility study.

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A contracted consultant will be directed to analyze BRT feasibility in corridors selected by MST in Monterey County and in corridors selected by METRO in Santa Cruz County.

**IV. FINANCIAL CONSIDERATIONS**

This grant will reimburse up to \$80,000 in project costs for the BRT feasibility study. No local matching funds are required.

**V. ATTACHMENTS**

None

5-11.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT:** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A WATSONVILLE TRANSIT CENTER LEASE AGREEMENT WITH ALI GHARAHGOZLOO AND JESSICA HSU D/B/A JESSICA'S GROCERY STORE, INC., FOR SPACE IN THE BUILDING FOR CONVENIENCE STORE AND ON-SITE JANITORIAL, MAINTENANCE AND MANAGEMENT DUTIES

## I. RECOMMENDED ACTION

Authorize the General Manager to execute a Watsonville Transit Center Lease Agreement with Ali Gharahgozloo and Jessica Hsu d/b/a Jessica's Grocery Store, Inc. for space in the terminal building for a convenience store and the performance of on-site janitorial, maintenance and management duties.

## II. SUMMARY OF ISSUES

- Ali Gharahgozloo and Jessica Hsu have operated the Convenience Store located in the terminal building at the Watsonville Transit Center since the opening of the Center. They have also been responsible for the on-site janitorial, maintenance and management duties at the Center.
- The METRO Lease Agreement currently in effect is set to expire on September 30, 2005.
- METRO staff issued a Request for Proposal for the lease space, which included a request to perform the janitorial, maintenance and management functions at the Center. Mr. Gharahgozloo and Ms. Hsu were the only proposers to respond.

## III. DISCUSSION

Ali Gharahgozloo and Ms. Hsu have operated a Convenience Store at the Watsonville Transit Center since the opening of the Center. They have also been responsible for the maintenance and the on-site manager duties. They have been required to keep the entire Center clean and free from debris. Additionally, they are required to have a responsible adult on-site at any time that the Center is open. Mr. Gharahgozloo and Ms. Hsu generally share these duties. There have been few complaints about the cleanliness of the Center during the last five years.

5-12.1

Under a new 5-year lease, Mr. Gharahgozloo and Ms. Hsu are proposing to lease the space for \$1319.77 per month beginning October 1, 2005. This rent amount reflects a cost-of-living increase of 3% from the rental amount that was paid during the last year of the lease that is set to expire at the end of September. The leased space is approximately 450 square feet.

Mr. Gharahgozloo and Ms. Hsu are requesting \$3839.35 per month for the on-site janitorial, maintenance and management duties. This amount reflects a 3% increase over the amount paid by METRO last year. There is a cost-of living adjustment built into the lease for both the rent and the janitorial and management expenses.

Any agreement with Mr. Gharahgozloo and Ms. Hsu will be for a maximum period of 5 years in order to comply with federal law.

#### **IV. FINANCIAL CONSIDERATIONS**

For the on-site janitorial, maintenance and management duties the Transit District will pay \$3,839.35 per month and will receive \$1319.77 in rent per month.

#### **V. ATTACHMENTS**

**Attachment A:** Specifications for Lease of Space (The proposed standard Lease is on file at METRO's Administrative Offices)

5-12.2

PART II

SPECIFICATIONS FOR LEASE OF SPACE

1. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) is requesting proposals from Tenant-Proposers to lease the below listed retail space, located at the Watsonville Transit Center, 475 Rodriguez Street, Watsonville, California.

2. GENERAL INFORMATION

The bus terminals and public restrooms are open from 7:00 a.m. – 9:00 p.m., seven days a week, all year round except for Christmas, Thanksgiving and New Year's Day.

Available space:

Watsonville Transit Center, 475 Rodriguez Street, Watsonville, California:

- A. 582 square feet space, comprised of the following:  
440 sq. ft./retail space (currently a convenience store); 52 sq. ft./storage; and 90 sq. ft./ ticket area.
- B. Electricity available at Tenant's cost.
- C. Five year lease term with an option to extend for five years.
- D. Tenant will be responsible for selling bus tickets and providing janitorial services for the transit center.

If you are interested in submitting a proposal, please send an original proposal to:

Santa Cruz Metropolitan Transit District  
Attention: Legal Department  
370 Encinal, Suite 100  
Santa Cruz, CA 95060

Last day to submit a proposal will be 5:00 p.m. September 15, 2005. If interested in looking at the facility please contact Jim Baiocchi, Supervisor of Facilities at (831) 426-6080, ext. 117.

3. PROPOSAL REQUIREMENTS

You must include the following documents with your proposal:

- 3.1 **Business Proposal.** Tenant-Proposer shall submit a proposal describing the proposed type of business offered for District consideration. The premises are currently being used as a convenience store. A proposal to continue the convenience store operation is an acceptable use. However, a proposal to use the space for a business of the some type as a business currently being operated at the center, other than a convenience store will not be accepted. For example, proposals for a Mexican restaurant will be rejected.
- 3.2 **Business Plan.** Tenant-Proposer must submit a business plan including the anticipated expense and income sheets and documentation establishing that there is sufficient capital for the business to be viable for at least 1 year.
- 3.3 **Business Resume.** Resume of work experience and businesses operated including beginning and ending dates. The resume must include information for the last 10 years.
- 3.4 **Business Records.** Most recent balance sheet from current or last business owned/operated. In lieu of the required business records the individual or business can submit a statement that it will provide METRO with the first 6-months of rent.
- 3.5 **Tax Returns.** Most recent personal income tax return.

- 3.6 Qualifications.** Submit a statement of qualification providing information on general experience, qualifications of proposed staff, resources available and prior history of satisfactory service.
- 3.7 Conflict of Interest.** Tenant-Proposer shall disclose any financial, business or other relationship with the District or any of its officers or officials that may have an impact upon the outcome of the award of this RFP.
- 3.8 Proposed Lease Agreement.** Tenant-Proposer's proposal shall be based on the requirements set forth in the "Proposed Lease Agreement" included in this RFP. The final agreement between the District and the Tenant shall be in substantially the same form and content as the "Proposed Lease Agreement" included herein.
- 3.9 Signed Proposal.** The proposal shall be signed by an official authorized to bind the Tenant-Proposer and shall contain a statement to the effect that the proposal is a firm offer and shall not be withdrawn for a ninety (90) day period. Proposal shall state the name, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the Tenant-Proposer's firm.
- 3.10 References.** The prospective Tenant-Proposer shall provide three business reference letters from individuals or business entities familiar with his/her/its business abilities.
- 3.11 Past, Present and Pending Legal Actions.** Tenant-Proposer shall list all subject actions, including parties and outcome(s).
- 3.12 Rental Fee Proposal.** Tenant-Proposer shall provide a proposed Monthly Rental Fee to be paid to District for the space.
- 3.13 Application.** Tenant-Proposer shall submit completed Tenant Application with required documents attached.
- 3.14 Janitorial and Other Duties:** Tenant-Proposer will confirm in writing that it will provide the minimum janitorial requirements set forth in section 4 below.
- 3.15 Proposal Fee.** Tenant-Proposer shall submit a firm fixed monthly lump sum fee for janitorial services and "other duties" required. Monthly lump sum fee shall include all costs, including labor, materials, janitorial supplies, freight, and applicable taxes.

**4. REQUIRED JANITORIAL, ON-SITE MANAGEMENT, CUSTOMER SERVICE AND OTHER DUTIES**

**4.1 RESTROOMS (minimum of four times daily – 8am/11am/4pm/7pm)**

- 4.1.1 Clean restrooms. Keep restrooms in an orderly and clean state.
- 4.1.2 Clean and sanitize toilets and sinks.
- 4.1.3 Provide and stock restroom supplies as needed.
- 4.1.4 Clean fixtures (e.g., hand dryer, trash receptacles).
- 4.1.5 Empty trash receptacles and women's sanitary napkin container.
- 4.1.6 Scrub and sanitize walls. Remove mold from tiles.
- 4.1.7 Clean mirrors.
- 4.1.8 Sweep and mop floors.
- 4.1.9 Scrub doors and partitions and polish metal surfaces.
- 4.1.10 Scrub entry doors and adjacent areas.
- 4.1.11 Remove all graffiti immediately. If unable to remove, report to Facilities Maintenance

5-12. 11-2 a Z

#### 4.2 TRANSIT CENTER LOBBY (Minimum two times daily – 11am/7pm)

- 4.2.1 Keep public Transit Center lobby in an orderly and clean state
- 4.2.2 Empty trash receptacles.
- 4.2.3 Spot mop floor (use "Wet Floor" signs as necessary).
- 4.2.4 Safety-check auto doors.
- 4.2.5 Remove all graffiti and posters from lobby.
- 4.2.6 Clean interior glass and doors.
- 4.2.7 Clean interior ledges.
- 4.2.8 Clean benches, tables, and chairs.
- 4.2.9 Sanitize public conveniences, e.g., drinking fountains and pay phones.
- 4.2.10 Clean and Sanitize Drivers' lounge, bathrooms and hallway

#### 4.3 BUS AREAS AND PARKING LOT AREA. (Minimum two times daily – 8am/4pm)

- 4.3.1 Empty parking lot trashcans and recycling cans.
- 4.3.2 Make sure pedestrian areas are kept clean and safe.
- 4.3.3 Remove trash from landscaping and sidewalk area.
- 4.3.4 Clean sidewalk area around facility (**minimum two times weekly, and as needed to maintain cleanliness – in evenings**). Steam cleaning or pressure washing preferred and in accordance with District's storm water pollution prevention program.
- 4.3.5 Keep dumpster area clean and sanitized.
- 4.3.6 Clean and sanitize passenger island, walkways and waiting areas.
- 4.3.7 Facilitate trash and recyclable removal

#### 4.4 ON-SITE MANAGEMENT AND CUSTOMER SERVICE

- 4.4.1 Report any problems to the District's Facilities Maintenance Department at 426-6080 ext. 117. Leave a message if calling when the office is closed.
- 4.4.2 Ensure that all doors to facility, clocks, and lighting are functioning properly. Contact the District's Facilities Department if there are any problems.
- 4.4.3 Make sure all trash receptacles are clean and in good condition; report all damage.
- 4.4.4 Report immediately any vandalism, or any graffiti that cannot be removed from walls, benches, or signage, including the bus and public parking areas of the facility.
- 4.4.5 Provide bilingual (English and Spanish) transit information regarding routes and schedules and sell transit bus tickets to customers. Provide support services for District transit customers and the public which shall include, but not be limited to, lost and found, stocking and maintenance of change machine, opening and closing of trash enclosure for collection access, assuring operating availability of public telephones
- 4.4.6 Provide and/or facilitate Monterey-Salinas Transit Authority, Greyhound Lines, Inc. and any other public or private transit service utilizing the transit center ticket sales, baggage and freight and tour booking services. Tenant shall throughout the term of the Lease, contract with Greyhound Lines, Inc. to provide Greyhound agent services including ticket sales, baggage and package handling and sales, tour bookings, general information, and other requirements of Greyhound Independent Contractor Agreement. If the Greyhound duties are not performed adequately, the District may consider the Tenant in default of the Lease and terminate the lease.
- 4.4.7 Open the transit center terminal building at 7:00am and close it at 9:00pm
- 4.4.8 Lost and Found services shall include the acceptance of items identified as lost or found on the transit systems serving the premises, the identification and safe storage of those items, the assistance in returning the items when requested to the actual owner of the property. Tenant will follow and comply with the District's Lost and Found Policy which shall be provided to Tenant.
- 4.4.9 Tenant shall stock and assure proper operation of change machine provided by the District.
- 4.4.10 Tenant shall monitor the operation of the information phone if and when installed by the District in the lobby and pay phones provided throughout the transit center.
- 4.4.11 All persons providing services pursuant to this Lease Agreement shall be properly trained and demonstrate competence and customer sensitivity in the tasks as they are performed.

5-12.23

- 4.4.12 Record, and report to METRO staff any complaints, suggestions and/or comments from other tenants.
- 4.4.13 Records and report violations of laws and agreements by Tenants and members of the public.

4.5 ADDITIONAL REQUIREMENTS AND SPECIFICATIONS

- 4.5.1 Interested contractors may contact Jim Baiocchi, Supervisor of Facilities Maintenance at (831) 426-6080, ext. 117 to arrange for a pre-proposal walk-through of the job site.
- 4.5.2 Contractors must specify on their proposal any aspects of the specifications that they do not intend to cover or perform as part of their offer.
- 4.5.3 Ensure compliance with applicable agreements, rules and laws for use of METRO property by adjacent property owners, entities and tenants.

5. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria, which are listed in order of importance:

CRITERIA	POINTS
A. Business Proposal and Plan	35
B. Rental Fee/Cost for Required Services	30
C. Prior Business Experience & References:	30
D. DBE (Disadvantaged Business Enterprise) Participation	5
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

6. SELECTION PROCEDURES

Proposals will be evaluated by Santa Cruz Metro to determine which proposal, if any should be accepted in the best interest of Santa Cruz Metro. Santa Cruz Metro at its sole discretion reserves the right to accept or reject proposals submitted and to waive informational and minor irregularities and to request additional information required to fully evaluate a proposal.

**Proposals will not be publicly opened and will be kept strictly confidential during this process. Proposals will become public record once a contract has been awarded.**

An Evaluation Committee shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine if there is a single proposal that clearly is the most advantageous offer and is in the best interest of the District. If so, Santa Cruz Metro may proceed with an award to that proposer. It is pointed out that nothing in these procedures shall be interpreted to require the District to award a contract for lease of the space.

As described above, if a single most advantageous proposal is not so readily determined, then the Evaluation Committee will use the rankings to determine which proposals fall within a competitive range.

Proposers falling within the competitive range may be invited to participate in an interview. Each may be invited for an interview with the Evaluation Committee to discuss all aspects of the proposal and answer specific questions. These questions may be provided in advance in writing and/or be oral. The purpose of each meeting will be to clarify and assure understanding of the requirements of the contract, improve the technical aspects of the offer in an effort to better meet specifications and/or question any cost data provided and any such discussion relevant only to each proposal separately that may improve the proposal both technically and economically in the interest of Santa Cruz Metro.

District will begin negotiations with the most qualified contractor. Failure to negotiate a contract with the most qualified contractor, District will then negotiate with the second most qualified contractor. The successful proposer will be recommended to the Santa Cruz Metro Board of Directors for an award of lease of the proposed space. All proposals shall remain valid for ninety (90) days after submittal due date.

5-12.24

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005

**TO:** Board of Directors

**FROM:** Robyn D. Slater, Human Resources Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF RESOLUTION TO ALLOW CALPERS TO ADJUST THE PREMIUM PAYMENT CAPS FOR MEDICAL INSURANCE FOR SEIU**

## I. RECOMMENDED ACTION

**Staff recommends adoption of the attached resolution. This modification will allow METRO to pay premium, administrative and contingency fees for active and retired METRO employees in compliance with CalPERS rules and the recently adopted SEIU Memorandum of Understanding (MOU).**

## II. SUMMARY OF ISSUES

- METRO and employees represented by SEIU Local 415 entered into a new Memorandum of Understanding (MOU). The new contract increases the premium cost paid for active employees and employees that retire during the term of this MOU.
- METRO has historically paid the premiums as specified in the MOU under effect at the time of retirement. The new MOU changes this practice for future retirees.
- In order for METRO to continue to honor its past practice for previously retired employees, pay the premiums agreed to for active employees and future retirees and conform to CalPERS rules and regulations METRO must modify the resolution with CalPERS.

## III. DISCUSSION

In order for METRO to pay premiums at the rate specified in the current MOU for active and future retirees and still maintain the past practice of paying medical premiums at the level specified in MOU's that were in force when previous employees retired METRO needs to modify its resolution with CalPERS. The attached resolution was developed to allow for any future changes to medical premiums without changing established medical premium payments for current retirees.

## IV. FINANCIAL CONSIDERATIONS

Since changing this resolution does not alter METRO's financial commitments there is no financial impact.

**V. ATTACHMENTS**

**Attachment A:** Resolution to CalPERS for the SEIU Local 415 employee group

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

Resolution No. \_\_\_\_\_ **Attachment**

**A**

On the Motion of Director: \_\_\_\_\_

Duly Seconded by Director: \_\_\_\_\_

The Following Resolution is Adopted:

**A RESOLUTION OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FIXING THE CONTRIBUTION UNDER THE PUBLIC EMPLOYEES' MEDICAL AND  
HOSPITAL CARE ACT FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 415**

**WHEREAS**, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act ("Act") shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act: and

**WHEREAS**, Santa Cruz Metropolitan Transit District, hereinafter referred to as Public Agency, is a local agency contracting under the Act for participation by members represented by the Service Employees International Union Local 415 who are employees and annuitants of the agency;

**NOW, THEREFORE, BE IT RESOLVED**, that the employer's contribution for each employee or annuitant of the Service Employees International Union Local 415 shall be the amount necessary to pay a portion or full cost of his/her enrollment, including the enrollment of his/her eligible family members, in a health benefits plan, however in no event shall the employer's contribution exceed the minimum contribution rates established by Government Code section 22982(b). Accordingly, employer contributions shall be made at the following rates:

- (a) Beginning November 1, 2005, \$48.40 per month with respect to an employee/annuitant enrolled for self alone, \$48.40 per month with respect to an employee/annuitant enrolled for self and one eligible family member, and \$48.40 per month with respect to an employee/annuitant enrolled for self and two or more eligible family members; plus administrative fees and Contingency Reserve Fund Assessments.
- (b) During calendar year 2006, \$64.60 per month with respect to an employee/annuitant enrolled for self alone, \$64.60 per month with respect to an employee/annuitant enrolled for self and one eligible family member, and \$64.60 per month with respect to an employee/annuitant enrolled for self and two or more eligible family members; plus administrative fees and Contingency Reserve Fund Assessments.
- (c) During calendar year 2007, \$80.80 per month with respect to an employee/annuitant enrolled for self alone, \$80.80 per month with respect to an employee/annuitant enrolled for self and one eligible family member, and \$80.80 per month with respect

- to an employee/annuitant enrolled for self and two or more eligible family members; plus administrative fees and Contingency Reserve Fund Assessments.
- (d) During calendar year 2008, \$97.00 per month with respect to an employee/annuitant enrolled for self alone, \$97.00 per month with respect to an employee/annuitant enrolled for self and one eligible family member, and \$97.00 per month with respect to an employee/annuitant enrolled for self and two or more eligible family members; plus administrative fees and Contingency Reserve Fund Assessments.

**BE IT FURTHER RESOLVED AND ORDERED**, that the Board of Directors appoint and direct, and it does hereby appoint and direct the Human Resources Manager to file with the Board of Administration of the Public Employees' Retirement System a verified copy of this Resolution, and to perform on behalf of said public Agency all functions required of it under the Act and Regulation of the Board of Administration; and

**BE IF FURTHER RESOLVED AND ORDERED**, that the maximum employer contribution for coverage set forth above shall be effective beginning November 1, 2005, for employees in and annuitants from the Service Employees International Union Local 415.

**PASSED AND ADOPTED** this 23rd day of September 2005, by the following vote:

AYES: Directors –

NOES: Directors –

ABSENT: Directors –

APPROVED:

\_\_\_\_\_  
MICHAEL W. KEOGH  
Board Chair

ATTEST:

\_\_\_\_\_  
LESLIE R. WHITE  
General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
MARGARET GALLAGHER  
District Counsel

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005  
**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 Chairperson present them with awards.**

## II. SUMMARY OF ISSUES

- None.

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

None.

## V. ATTACHMENTS

**Attachment A:** Employee Recognition List

6.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EMPLOYEE RECOGNITION

TEN YEARS

None

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

Glenn D. Bartz, Senior Facilities Maintenance Worker  
Fred C. LoGiudice, FM Mechanic III

THIRTY YEARS

None

6.91

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Fleet Maintenance  
**SUBJECT:** CONSIDERATION OF AWARD OF CONTRACT FOR STATE LEGISLATIVE SERVICES WITH SHAW/YODER, INC.

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for state legislative services with Shaw/Yoder, Inc.**

## II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Only one firm submitted proposals for the District's review.
- District Staff is recommending that a contract be established with Shaw/Yoder, Inc. to provide state legislative services.

## III. DISCUSSION

A Request for Proposal (RFP) was issued for State Legislative Services. The tasks involved included the following: represent and advocate before the State Legislature and the Governor's Office, the positions and policies of the District; represent the District before the various legislative committees in Sacramento, as directed; monitor transportation committees and other committees as appropriate and represent the District before such committees as directed; advise the District on legislative strategy and serve as an advisor to management and the Directors; represent the District, when directed, before State Departments, Agencies, and regulatory bodies that impact the policies and programs of the District, provide information relative to the legislative hearings which may have impact on the policies and programs of the District; closely monitor and manage legislative issues and/or bills which the District has identified as high priority items; provide assistance to the District in drafting proposed testimony before the Legislature and present such testimony when requested; coordinate advocacy efforts with the District's Board of Directors and staff; undertake such other assignments upon which the District and consultant mutually agree; the consultant shall prepare written reports, at least monthly, summarizing its activities on behalf of the District; and the Consultant shall comply with all Federal and State laws and regulations relating to the activities of lobbyists. Consultant shall provide necessary documentation to support the filing of all required Federal and State forms related to legislative assistant or lobbying services.

7.1

On August 2, 2005, District RFP No. 05-04, was mailed to fifteen firms, legally advertised in two publications, and posted on the District's web site. On September 2, 2005, only one proposal was received and opened from Shaw/Yoder, Inc.

Shaw/Yoder, Inc. has provided state legislative services for the District since 1995. During that time the firm was able to secure \$7,750,000 in capital funds for the District, which were used to procure new alternative fueled buses, and provide funding for the future rehabilitation and reconstruction of the Downtown Metro Center. This firm has also worked with state legislators to pass several bills that have assisted the District and other Santa Cruz County transit organizations.

District Staff is recommending that the Board of Directors authorize the General Manager to sign a contract with Shaw/Yoder, Inc. to provide state legislative services for an amount not to exceed \$ 30,000. Contractor will provide all services meeting all District specifications and requirements.

#### **IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the Administration's operating budget.

#### **V. ATTACHMENTS**

**Attachment A:** Contract with Shaw/Yoder, Inc.

Note: The RFP along with its Exhibits and any Addendums are available for review at the Administration Office of METRO or online at [www.scmttd.com](http://www.scmttd.com)

7.2

## CONTRACT FOR STATE LEGISLATIVE REPRESENTATIVE SERVICES (05-04)

THIS CONTRACT is made effective on October 1, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and SHAW/YODER, 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 State Legislative Representative Services

District has the need for State Legislative Representative Services. In order to obtain these services, the District issued a Request for Proposals, dated August 2, 2005, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

#### 1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide State Legislative Representative Services and whose principal place of business is 1414 K Street, Suite 320, Sacramento, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for State Legislative Representative Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

#### 1.04 Selection of Contractor and Intent of Contract

On September 23, 2005, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the State Legislative Representative Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

#### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated August 2, 2005

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

Contractor's Proposal to the District for State Legislative Representative Services signed by Contractor and received on September 2, 2005.

#### 2.02 Conflicts

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

7. a 1

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued August 2, 2005.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued August 2, 2005.

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor a flat monthly retainer of \$2,500 all expenses included. Contractor understands and agrees that if it exceeds the \$2,5000 monthly retainer in time and/or expenses that it does so at its own risk and District will not be responsible for paying more than the retainer amount. Compensation shall be made within forty-five (45) days of District's written approval of Contractor's monthly written invoice.

5.02 Invoices

Contractor shall submit invoices with a project 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, and personnel used. 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

7.92

funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Shaw/Yoder, Inc.  
1414 K Street, Suite 320  
Sacramento, CA 95814

Attention: Joshua W. Shaw

7. a3

7. AUTHORITY

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

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR

By \_\_\_\_\_  
Joshua W. Shaw  
Partner

Approved as to Form:

\_\_\_\_\_  
Margaret Rose Gallagher  
District Counsel

7. a4

**EXHIBIT A**  
**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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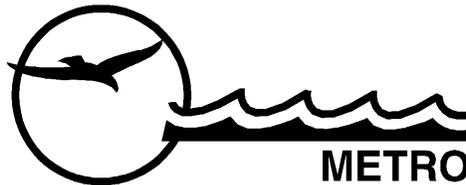
**Request for Proposals (RFP) For Services Of A  
State Legislative Representative  
District RFP NO. 05-04**

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**Date Issued: August 2, 2005**

**Proposal Deadline: 5:00 P.M., September 2, 2005**

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**Contents of this RFP**

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

## **PART I**

### **INSTRUCTIONS TO OFFERORS**

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

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

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

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

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

to the District that cannot be withdrawn by the Offeror for ninety (90) calendar days after the closing date for proposals, unless a longer time period is specified by the District in the RFP. Offerors shall identify all proprietary information in their proposals. Information identified as proprietary shall not be made available to the public or other offerors.

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

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

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

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

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

necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

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

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



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

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**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 {tc "BUY AMERICA PROVISION " \1 2}  
(Only for Contracts above \$100,000)**

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

OR

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 PROPOSAL AMOUNT \$ \_\_\_\_\_  
 PROPOSAL OPENING DATE \_\_\_\_\_  
 DATE OF DBE CERTIFICATON \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

TOTAL CLAIMED DBE  
 PARTICIPATION \$ \_\_\_\_\_ %

\_\_\_\_\_  
 SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 AREA CODE/TELEPHONE

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

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

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

# CONTRACTOR DBE INFORMATION

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

TOTAL CLAIMED DBE  
PARTICIPATION      \$ \_\_\_\_\_      \_\_\_\_\_ %

## **PART III**

### **SERVICES OF A STATE LEGISLATIVE REPRESENTATIVE**

#### **1. BACKGROUND**

The Santa Cruz Metropolitan Transit District (“District”) is a special district organized under the Public Utilities Code of the State of California for the purpose of operating mass transit services within Santa Cruz County. The District is governed by an eleven (11) member Board of Directors whose members are appointed by the County of Santa Cruz and the cities of Santa Cruz, Watsonville, Capitola, and Scotts Valley. The District is involved in a number of issues relating to state programs and legislation, and therefore wishes to ensure representation in Sacramento through a governmental relations or legislative assistance firm.

#### **2. STATEMENT OF SERVICES**

The tasks involved will include, but not be limited to, the following:

- A. Represent and advocate before the State Legislature and the Governor’s Office, the positions and policies of the District;
- B. Represent the District before the various legislative committees in Sacramento, as directed; monitor transportation committees and other committees as appropriate and represent the District before such committees as directed;
- C. Advise the District on legislative strategy and serve as an advisor to management and the Directors;
- D. Represent the District, when directed, before State Departments, Agencies, and regulatory bodies that impact the policies and programs of the District.
- E. Provide information relative to the legislative hearings which may have impact on the policies and programs of the District;
- F. Closely monitor and manage legislative issues and/or bills which the District has identified as high priority items;
- G. Provide assistance to the District in drafting proposed testimony before the Legislature and present such testimony when requested;
- H. Coordinate advocacy efforts with the District’s Board of Directors and staff;
- I. Undertake such other assignments upon which the District and consultant mutually agree.
- J. The consultant shall prepare written reports, at least monthly, summarizing its activities on behalf of the District.
- K. The Consultant shall comply with all Federal and State laws and regulations relating to the activities of lobbyists. Consultant shall provide necessary documentation to support the filing of all required Federal and State forms related to legislative assistant or lobbying services.

#### **3. QUALIFICATIONS FOR CONSIDERATION**

To be considered for selection and contract award, the Consultant must have the following qualifications:

- A. A minimum of five (5) years of practice as a representative before the California State Legislature and Governor's Office.
- B. Knowledge of State law and regulations pertaining to public utilities, railroads, mass transportation and the environment.
- C. Detailed knowledge of State legislative and executive leadership, legislative procedures and legislative agendas which would affect the District's activities.
- D. Record of satisfactorily representing interests of local public agencies before the California State Legislature and Governor's Office, and in getting legislation or orders favorable to such agencies.
- E. Resources available for services to the District.

The District reserves the right to investigate the qualifications of all firms and persons under consideration, to include reference checks, and to confirm any part of the information furnished by an Consultant, or to require other evidence of professional, financial, or other capabilities which are necessary for the successful performance of the services.

#### 4. **MINIMUM PROPOSAL REQUIREMENTS**

- A. Consultant's Experience and Qualifications – This section should provide a summary of description of the Consultant's overall qualifications for this service and previous experience on similar or related engagements. A summary of the financial stability of the consultant should be provided, insofar as s/he has resources available to perform the services. This section should include the names and resumes of the individuals who will be performing legislative and representation services.
- B. Understanding of the Scope of Work – This section should include a brief narrative introducing the Consultant's understanding of the work required. The contents of this section are to be determined by the particular respondent, but should demonstrate the understanding of the scope of work.
- C. References – The prospective Consultant shall provide names, addresses and telephone numbers for at least three clients for whom he/she has performed services similar in nature and complexity to that proposed in this RFP.
- D. Conflict of Interest - The prospective Consultant shall disclose any financial, business or other relationship with the District or any of its Consultants or officials that may have an impact upon the outcome of the work. The prospective Consultant shall also list current clients who may have a financial interest in the outcome of the work.
- E. Professional Services Agreement – Consultant's proposal shall be based on the requirements set forth in the "Professional Services Agreement" included in this RFP. The final agreement between the District and Consultant shall be in substantially the same form and content as the "Professional Services Agreement" included herein.
- F. Signature – The proposal shall be signed by the Consultant and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address and telephone number of the Consultant.
- G. Past, Present and Pending Legal Actions – Consultant shall list all legal actions in which it was a party within the past five (5) years, including all parties and outcome(s).
- H. Proposed Fee – Consultant shall provide a proposed monthly fee for services.

**5. PROPOSAL SUBMITTAL**

Proposals and six copies must be received **no later than 5:00 p.m. Friday September 2, 2005** at the Purchasing Department of the District Administrative Office, 110 Vernon Street, Suite B, Santa Cruz, CA 95060. Proposals must be clearly marked:

**“Proposal for Services of a State Legislative Representative  
(Proposal Date: Friday September 2, 2005)”**

The prospective Consultant shall be available for an oral or telephone interview on Wednesday September 14, 2005 between the hours of 8:00 a.m. and 5:00 p.m., if so requested by the Purchasing Department. The prospective Consultant will be notified before 5:00 p.m. on Friday September 9, 2005 about the exact time of the interview.

**6. MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified proposal must be received by the date and time specified above.

All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to Consultants by the Purchasing Department are authorized and binding.

**7. REJECTION OF PROPOSALS**

Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposals. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal’s documents or excuse the Consultant from full compliance with the contract documents if the Consultant is awarded the contract. The District reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

**8. EVALUATION CRITERIA**

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

A. Qualifications of Firm: (30 points)

1. General experience in appropriate State law and legislative representation
2. Resources available to perform the services
3. Prior history of satisfactory service to other clients

B. Qualifications of Proposed Staff: (30 points)

1. General experience in appropriate State law and legislative representation
2. Education and licensing
3. Prior history of satisfactory service to other clients or employers
4. Good character and standing before professional associations.
5. Availability for District service

C. Fees for Service – Monthly and Annual : (20 points)

D. Compliance with Proposal Requirements and Contract Terms and Conditions: (15 points)

E. DBE (Disadvantaged Business Enterprise) Participation: (5 points)

**9. PROPOSED CONTRACT**

The District anticipates entering into a one-year contract that involves payment of a flat monthly retainer to be provided to the Consultant. The retainer is not to be exceeded nor added to for any month that requires significant use of Consultant's time to accomplish the legislative service requirement. The terms and conditions will be set forth in the final agreement for the Services of a State Legislative Representative, (a draft of which is currently provided in Part V of this RFP), which will include the addition of any changes negotiated between the selected Consultant and the District.

**10. PROJECT SCHEDULE**

The anticipated schedule of activities related to this RFP is as follows:

<b>EVENT</b>	<b>DATE</b>
Distribution of RFP	August 2, 2005
Proposal Due Date	September 2, 2005
Evaluation and Oral Interviews	September 14, 2005
Consultant Contract Negotiation Completion	September 16, 2005
Board Approval of Consultant Contract	September 30, 2005
Notice to Proceed	October 3, 2005

## **PART IV**

### **GENERAL CONDITIONS TO THE CONTRACT**

#### **1. GENERAL PROVISIONS**

##### **1.01 Governing Law & Compliance with All Laws**

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

##### **1.02 Right to Modify Contract**

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

#### **2. TERMINATION**

##### **2.01 Termination for Convenience**

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

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

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

## 2.02 Termination for Default

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

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

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

## 2.03 No Limitation

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

## 3. FORCE MAJEURE

### 3.01 General

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

### 3.02 Notification by Contractor

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

### 3.03 Losses

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

#### 4. PROFESSIONAL STANDARDS

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

#### 5. PROFESSIONAL RELATIONS

##### 5.01 Independent Contractor

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

##### 5.02 Benefits

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

#### 6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

##### 6.01 Scope

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

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

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

#### 7. INSURANCE

##### 7.01 General

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

## 7.02 Types of Insurance and Minimum Limits

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

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

## 7.03 Other Insurance Provisions

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

## 8. RESERVED

## 9. NO DISCRIMINATION

In connection with the performance of services provided under this Contract, Contractor shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws.

## 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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District. This applies to both DBE and non-DBE subcontractors.

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

## 12. RESERVED

## 13. MISCELLANEOUS PROVISIONS

### 13.01 Successors and Assigns

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

### 13.02 Survival of Rights and Obligations

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

### 13.03 Limitation on District Liability

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

### 13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant

Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

## **PART V**

### **CONTRACT FOR STATE LEGISLATIVE REPRESENTATIVE SERVICES (05-04)**

THIS CONTRACT is made effective on \_\_\_\_\_, 2005 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 State Legislative Representative Services

District has the need for State Legislative Representative Services. In order to obtain these services, the District issued a Request for Proposals, dated August 2, 2005, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

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

1.04 Selection of Contractor and Intent of Contract

On \_\_\_\_\_, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the State Legislative Representative Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated August 2, 2005

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

Contractor's Proposal to the District for State Legislative Representative Services, signed by Contractor and received on September 2, 2005.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued August 2, 2005.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued August 2, 2005.

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of

payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$\_\_\_\_\_ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

7. AUTHORITY

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

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR

By \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Margaret Rose Gallagher  
District Counsel

## **PART VI**

### **FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS**

#### **1.0 GENERAL**

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

#### **2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS**

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

#### **3.0 INELIGIBLE CONTRACTORS**

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

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

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

#### **5.0 TITLE VI CIVIL RIGHTS ACT OF 1964**

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

##### **5.1 Compliance with Regulations**

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

##### **5.2 Nondiscrimination**

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

### 5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

### 5.4 Information and Reports

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

### 5.5 Sanctions for Noncompliance

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

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

### 5.6 Incorporation of Provisions

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

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

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

## 7.0 CONSERVATION

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

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

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

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

### 9.1 Overtime Requirements

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

### 9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

### 9.3 Withholding for Unpaid Wages and Liquidated Damages

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

### 9.4 Nonconstruction Grants

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

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

#### 9.5 Subcontracts

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

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

The Contractor agrees:

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

#### 11.0 BUY AMERICA PROVISION

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

## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 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 23 apply to this Agreement.

### 12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 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 23 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

### 12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

## 13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

## 16.0 DEBARRED BIDDERS

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

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

### 17.1 General

The District and Contractor agree:

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

### 17.2 Applicability

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

### 17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

## 20.0 NEW RESTRICTIONS ON LOBBYING

### 20.1 Prohibition

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

### 20.2 Disclosure

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

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

### 20.3 Agreement

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

### 20.4 Penalties.

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

### 20.5 Cost allowability

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

## PART VII

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

#### PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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



SHAW/YODER, *inc*  
LEGISLATIVE ADVOCACY

**EXHIBIT - B**

**PROPOSAL FOR SERVICES  
OF A  
STATE LEGISLATIVE REPRESENTATIVE**

**(PROPOSAL DATE: FRIDAY, SEPTEMBER 2, 2005)**

\* \* \* \* \*

**SUBMITTED TO THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
DISTRICT RFP NO. 05-04**

**Submitted by**

**Shaw / Yoder, Inc.**

**August 31, 2005**

TEL: 916.446.4656  
FAX: 916.446.4318  
1414 K STREET, SUITE 320  
SACRAMENTO, CA 95814



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

None proposed

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## A. CONSULTANT'S EXPERIENCE AND QUALIFICATIONS

Shaw / Yoder, Inc. is a Sacramento-based firm which provides lobbying, intergovernmental representation and consulting services on a broad range of government programs. Our specialty is representation of public transit interests. **We are pleased to have served the Santa Cruz Metropolitan Transit District as its primary Sacramento legislative advocate since 1995.**

Shaw / Yoder, Inc., previously known as Gerber, Shaw & Yoder, Inc., offers a long and outstanding record of providing excellent representation services to transit agencies specifically, and to local public agencies generally. The experience of our professional team and the range of our current and past clients makes Shaw / Yoder, Inc. the firm best suited to accomplish the District's legislative goals.

Our firm is currently registered to provide lobbying services for the following clients:

- Access Services, Inc.
- California Chapters of the Solid Waste Association of North America
- California Mental Health Directors Association
- California Transit Association
- California Yacht Brokers Association
- Fluor Enterprises, Inc.
- Fresno County
- Manhattan Beach, City of
- San Mateo County Transit District
- Santa Cruz Metropolitan Transit District
- Santa Monica, City of
- Solano County
- Solano Transportation Authority
- Sonoma County and the Sonoma County Water Agency
- Yuba County and the Yuba County Water Agency

The firm also provides management services for the California Transit Finance Corporation and the California Transit Insurance Pool (CalTIP).

Our firm has achieved a number of very significant successes in the enactment, defeat or amendment of legislation for all our clients. Following is a brief summary of our previous experience on similar or related engagements with the District, which we believe demonstrates that we are well-qualified to continue serving the District:

**We are very pleased that we were able to secure \$7,750,000 in capital funds for the Santa Cruz Metropolitan Transit District** in the 2000 comprehensive transportation finance reform package. These dollars were used to purchase new alternative fuel buses, and allowed the District to pursue rehabilitation and reconstruction of the Downtown Metro Center.

**We are also very proud that in 1999 we were able to secure passage of AB 1218 (Keeley) on behalf of the District.** This measure, which created a “yield to bus” program in several demonstration counties, faced many tough hurdles in the legislative process, but ultimately reflected the support of the Legislature, Governor and the California Highway Patrol. The District successfully implemented the demonstration program.

Shortly after those two accomplishments, the District retained Shaw / Yoder, Inc. under the latest (i.e. expiring) contract. Since that time, our experience with the District includes the following:

In 2001 we were able to **amend into the Assembly Transportation Committee's "Omnibus" bill (AB 1706) language requested by the District making a technical amendment to the District's enabling legislation.** This section expanded the existing statutory definition of "transit," but only for the Santa Cruz Metropolitan Transit District. The effect was to provide needed powers with regard to land use decisions, and to ensure that the District is a potential operator of rail service. The bill was signed by the Governor.

In 2001 we worked to **support and enact SB 465 (McPherson), relating to the powers of the Santa Cruz County Regional Transportation Commission,** the acquisition of the Union Pacific right-of-way, and the composition of the Commission's governing board.

We then worked to **secure passage and enactment of AB 629 (Oropeza) in 2002, to extend the “yield to bus” program.** The bill extended for one year the demonstration program originally set up by AB 1218 (Keeley). This extension gave the Legislature adequate time to review the CHP report and determine whether to extend the program.

For the last two years, we have worked closely with District staff to **educate Assembly Budget Committee Chair John Laird and the staff and members of the California Transportation Commission about the District's future funding needs.** Our focus has been on preserving state funding slotted for the MetroBase project. The CTC recently approved the financing request developed by the District, and, while the District General Manager and leaders on the District Board of Directors ultimately performed most of the heavy lifting on this project, our groundwork in Sacramento prepared the way for the successful resolution of this effort.

Our record of accomplishment demonstrates our ability to successfully work with legislators, their staff, the Governor's office, state departments and other interest groups to achieve success in the legislative and regulatory environment. We have regular access to and success in working with the leadership of both parties and both Houses of the Legislature, and plan on utilizing this experience and access to continually benefit the District.

The same experienced team of professionals that has been serving the District under the current contract, with specific knowledge and abilities in the transit field, is proposed to deliver the services called for in the District's request for proposals:

**Mr. Joshua W. Shaw** has extensive experience and knowledge in public transit and local government advocacy. Since the inception of the District's legislative advocacy program, Mr. Shaw has been the District's primary legislative advocate. He is also the Executive Director of the California Transit Association, and has been the primary advocate for the Association for nearly 14 years. He is also the primary advocate for the San Mateo County Transit District and the City of Santa Monica. Mr. Shaw has been with the firm since 1989, and is now a co-owner of Shaw / Yoder, Inc. **Mr. Shaw would continue under this proposal to be the District's day-to-day contact and lead advocate.**

**Mr. Paul J. Yoder** has over 15 years of local government and public agency advocacy experience. He lobbied for the County of San Diego for over three years, and has been the lead county advocate in the firm of Shaw / Yoder, Inc. since early 1993. Mr. Yoder has been substantively involved in several public transit issues that have arisen in recent years. He is now a co-owner of the firm. Mr. Yoder would be available to assist the District as necessary.

**Mr. Tony Rice** joined the firm as a legislative advocate in 1999. He worked for several years in the Legislature, on transportation policy for a previous Senate President Pro Tem, David Roberti, and most recently for Assembly Appropriations Committee Chair Carole Migden. Mr. Rice is primarily involved in serving the firm's transportation-related clients, and has supported Mr. Shaw's advocacy efforts on behalf of the District. He would continue to support the District as necessary under this proposal.

More than any other firm or individual in Sacramento, Shaw / Yoder, Inc. can deliver years of experience in effective transit policy making to the District. **While our Association experience not only makes us the best transit "generalists" in Sacramento, we also offer a demonstrated ability as "specialists" that can work effectively on behalf of individual agencies.** Our success is due in large part to our ability to work cooperatively with the legislators, committees and staff that have primary responsibility for transit and transportation policy issues. We are particularly familiar with the chairs and members of the Senate and Assembly Transportation Committees, and we enjoy excellent relationships with the primary staff persons for these two Committees.

Shaw / Yoder, Inc., as a long-established business, is financially stable and able to provide the required services. Our latest financial statement can and will be made available upon request.

## **B. UNDERSTANDING OF THE SCOPE OF WORK**

The District's request for proposals outlines a minimum of eleven major tasks that will be involved in the delivery of effective state legislative representation services. **Shaw / Yoder, Inc. currently provides all of these services to the District**, and we propose to continue to undertake and deliver each of these services over the course of our next engagement with the District.

Our proposed program of legislative services includes the following, which reflects our approach to and incorporation and delivery of the eleven tasks outlined in the District's RFP:

1. We will continue to hold meetings with your General Manager, members of the District's Board of Directors, and department heads and other key staff as necessary, to discuss the current political situation in Sacramento, review legislation of interest to the District and outline the District's desired legislative program, continue the 2005 legislative program, and to define 2006 objectives.
2. We will continue to meet with your legislative delegation and other key officials to provide ongoing education to them on all issues of importance to the District.
3. We will work with your staff to translate your 2006 legislative program into specific objectives, such as introduction of amendments to bills to further the goals of the District, and the adoption of official District positions on existing legislation. If necessary, we will obtain authors for your original legislative proposals and provide necessary support to your authors to obtain passage of your legislation in the 2005-06 legislative session.
4. As bills of interest to the District move through the legislative process, we will continue to communicate the District's official position on legislation to the appropriate legislators, committees and staff, including preparing and distributing letters and communiques, preparing and delivering testimony before committees, and through personal contact with and lobbying of appropriate legislators and staff. This process will include preparing District staff and/or Board of Directors members for carrying out similar activities, such as testifying before committees and meeting with legislators. Our emphasis, especially in terms of direct lobbying of legislators, will be on legislation identified by the District as high priority. As bills move to the Governor's desk, we will communicate with the appropriate staff regarding the District's position on the bills.
5. On a daily basis we will continue to review every individual piece of legislation, as it is introduced or amended. Legislation potentially impacting the District will be referred to the appropriate District staff for further analysis and response. We will provide advice and analysis as necessary on these bills. As the District adopts positions on these introduced and amended bills, we will carry out the activities identified above. We will track these bills in a computer database and will generate regular reports to the District, upon request, regarding the status of each of your tracked bills (see 10. below).

6. We will continue to monitor and attend as necessary legislative committee and administrative agency hearings to assess the impact on the District of actions taken by these groups regarding legislation or regulations.
7. We will continue to assist you in developing strategies and assessing political considerations, and will provide recommendations to respond to legislative issues as they arise, whether in the form of specific bills or as broad policy issues.
8. We will continue to assist you in working with other public agencies and organizations to develop support for District policies, such as participation in coalition efforts to generate additional public transit funding.
9. We will continue to maintain necessary formal and informal ongoing communications with your delegation and state officials on the District's behalf. This continuing contact will ensure that legislators and staff understand that the District should be of vital concern to them, and that the District is an active participant in state transit policy making.
10. We will continue to provide necessary written and oral reports on issues of importance to the District, including regular written reports reflecting the latest status of each bill being monitored by the District.
11. We will continue to adhere to all regulations governing the activities of registered lobbyists in California, including preparing necessary Fair Political Practices Commission lobbying reports for execution by the District.

In our opinion, a successful program of lobbying for the District will continue to require participation and involvement by the District's Board of Directors, General Manager and District staff.

## **C. REFERENCES**

Following are three clients for whom Shaw / Yoder, Inc. has performed services similar in nature and complexity to those contained in this proposal to the Santa Cruz Metropolitan Transit District:

California Transit Association  
1414 K Street, Suite 320  
Sacramento CA 95814  
John Catoe, Deputy CEO, LACMTA; Chair, California Transit Association  
(213)922-6800

San Mateo County Transit District  
1250 San Carlos Avenue  
San Carlos CA 94070-1306  
Mike Scanlon, General Manager / CEO  
(650)508-6221

City of Santa Monica  
1685 Main Street  
Santa Monica CA 90401  
Kate Vernez, Manager, Intergovernmental Relations  
(310)458-8301

## **D. CONFLICT OF INTEREST**

We have determined that neither Shaw / Yoder, Inc. nor any of its employees has a financial, business or other relationship with the District or any of its officers or officials that may have an impact upon the outcome of the work proposed herein.

We have also determined that there are no current clients of Shaw / Yoder, Inc. that may have a financial interest in the outcome of the work.

We have also reviewed our client list and, based on past experience, do not anticipate any policy-related conflicts. Specifically, we believe the goals and policies of the California Transit Association, SamTrans and the Santa Cruz Metropolitan Transit District will be mutually supportive. However, in the event that a conflict occurs, we propose the following:

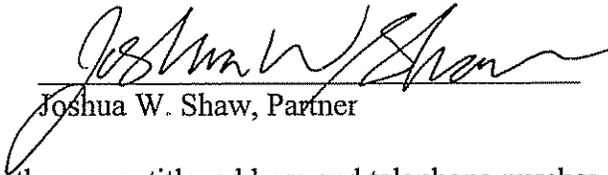
- Immediate notification to you and an attempt to resolve the conflict.
- In the event of an unresolved conflict, our primary loyalty rests with the client contracting with us prior in time. We would make every effort to assist the District in providing for its needs under such a circumstance, including identification of alternative resources. For clients acquired after the effective date of the proposed contract per this RFP, our primary loyalty rests with the District.

**E. PROFESSIONAL SERVICES AGREEMENT**

This proposal is based on the requirements set forth in the "Professional Services Agreement" included in the District's request for proposals. If awarded this contract, we will make every effort to meet the District's needs in developing the final form of the agreement.

**F. SIGNATURE**

This statement shall attest that the proposal for state legislative representation services contained herein shall remain in effect for ninety (90) days from September 2, 2005.



Joshua W. Shaw, Partner

Following is the name, title, address and telephone number of the proposing consultant:

Joshua W. Shaw, Partner  
Shaw / Yoder, Inc.  
1414 K Street, Suite 320  
Sacramento CA 95814  
Phone: (916)446-4656 Fax:(916)446-4318

**G. PAST, PRESENT AND PENDING LEGAL ACTION**

There are none.

**H. PROPOSED CONTRACT**

For the services described in this proposal Shaw / Yoder, Inc. proposes a flat monthly retainer of \$2,500, all expenses included. We propose to bill the District based on the terms and conditions contained in the "Contract for State Legislative Representative Services" contained in the request for proposals.



**SHAW / YODER, inc.**  
LEGISLATIVE ADVOCACY  
ASSOCIATION MANAGEMENT

## Legislative Advocacy

### SHAW / YODER LEGISLATIVE ADVOCACY SERVICES

Proficient in navigating the California political process and identifying optimum leverage points to influence policy-makers, Shaw / Yoder, Inc. provides their long-standing clients lobbying services resulting in the enactment, defeat or amendment of legislation.

**“I’ve worked with the principals of Shaw / Yoder for several years on a variety of issues, everything from transportation to water policy. They do an excellent job representing their clients. They are very creative in their approaches to complex issues. They give me the information I need, and when I need it. Most importantly, I trust them.”**

Patricia Wiggins,  
Assemblywoman, 7<sup>th</sup> District,  
1998-2004

**For more information about our services contact:**

Joshua W. Shaw, [josh@shawyoder.org](mailto:josh@shawyoder.org)  
Paul J. Yoder, [paul@shawyoder.org](mailto:paul@shawyoder.org)  
1414 K Street, Suite 320  
Sacramento, California 95814  
(916) 446-4656

### SHAW / YODER CLIENT LIST

\*California Coalition on Workers’ Compensation  
California Yacht Brokers Association  
Fluor Corporation  
Solid Waste Association of North America  
Independent Cities Association  
Santa Monica, City of  
Southern California Association of Governments  
\*California Transit Association  
San Mateo County Transit District  
Santa Cruz Metropolitan Transit District  
Solano Transportation Authority  
Butte County  
Fresno County  
Madera County  
Mariposa County  
Siskiyou County  
Solano County  
Sonoma County  
Tulare County  
Yolo County  
Yuba County  
California Mental Health Directors Association  
Access Services, Inc.  
\*California Alcohol and Drug Program Administrators of California  
\*California Association of County Treasurers and Tax Collectors  
San Joaquin Valley Unified Air Pollution Control District

*\* Shaw/Yoder is pleased to provide both legislative advocacy and association management services to these clients.*

## **SHAW / YODER ACCOMPLISHMENTS**

Our record demonstrates our ability to work cooperatively with legislators, their staff, the Governor's office, state departments and other interest groups to achieve success in the legislative and regulatory environments. Our broad array of experience is illustrated in the following selection of Shaw / Yoder, Inc. accomplishments.

### **TRANSPORTATION & INFRASTRUCTURE**

- On behalf of the California Transit Association, our firm participated in the development and passage of the "Transportation Blueprint for the 21st Century," one of the most complex transportation funding measures ever passed in California.
- For the City of Santa Monica, we secured over \$2.4 million from the California Transportation Commission for a stormwater treatment facility and a soundwall.
- On behalf of the Solano Transportation Authority, we obtained \$21.9 million in funding for three different projects in the Governor's Traffic Congestion Relief Program.
- Working for the San Mateo County Transit District and Caltrain, Shaw / Yoder secured an allocation of \$120 million in Proposition 108 / 116 rail transit bond funds from the CTC for Caltrain right-of-way purchase.
- On behalf of the Santa Cruz Metropolitan Transit District, our lobbyists drafted and secured passage of legislation ensuring that the District qualified for State Transit Assistance Program funding.
- Representing the California Transit Association, our firm helped craft a five-year diversion of a portion of the state's sales tax on gasoline from the General Fund to the Public Transportation Account, increasing STA funds by 30% or \$40 million a year, and making \$1 billion available for transit capital projects.

### **OIL SPILLS / MTBE / HEALTH STANDARDS**

Representing the City of Santa Monica, Shaw / Yoder worked with the Legislature and then-Governor Pete Wilson to create and implement the state's first laws involving the shipping and pipeline transportation of methyl tertiary butyl ether (MtBE), a gasoline additive. The legislation also set the first health and clean-up standards for spilled MtBE in drinking water wells.

### **AB 3632 PROGRAM – FUNDING FOR SERVICES TO SED CHILDREN**

Shaw / Yoder convinced the Legislature and the Governor to approve legislation to clarify that California's counties are entitled to 100% reimbursement for services provided under the AB 3632 program, which serves seriously emotionally disturbed (SED) children and helps keep them in mainstream educational settings. This settled a longstanding dispute between the counties and the State. The State's position for years had been that the counties were only entitled to 10% reimbursement. 100% reimbursement for the counties for these services will result in *hundreds of millions of dollars* additionally for local mental health services.



SHAW/YODER, inc.  
LEGISLATIVE ADVOCACY  
ASSOCIATION MANAGEMENT

## Association Management

### SHAW / YODER ASSOCIATION MANAGEMENT SERVICES

Shaw / Yoder, Inc. offers clients full service association management solutions. From day-to-day operations to executive leadership, Shaw / Yoder combines political savvy with association expertise.

**"These guys are great. Our association needed managers who could bring new energy, provide sound financial management and help advise us on political strategies. Shaw / Yoder has delivered. They strengthened our association and I absolutely recommend them to you."**

John Dunlap, Chair  
California Travel Industry Association (CalTIA)

**For more information about our services contact:**

Joshua W. Shaw, [josh@shawyoder.org](mailto:josh@shawyoder.org)  
Paul J. Yoder, [paul@shawyoder.org](mailto:paul@shawyoder.org)  
1414 K Street, Suite 320  
Sacramento, California 95814  
(916) 446-4656

### SHAW / YODER CLIENT LIST

- \*California Coalition on Workers' Compensation
- \*California Transit Association
- California Travel Industry Association (CalTIA)
- California Transit Finance Corporation
- California Transit Insurance Pool (CalTIP)
- \*California Alcohol and Drug Program Administrators of California (CADPAAC)
- \*California Association of County Treasurers and Tax Collectors
- State Association of California Retirement Systems (SACRS)

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*Additionally our staff gained expertise in the management of the following:*

Active 20/30 International  
American Desalting Association  
Building Owners & Management Association  
California Association of Mortgage Brokers  
California Cleaners Association  
California Manufacturers Association  
California Society of Association Executives  
California Special Districts Association  
California Water Reuse Association  
Meeting Professionals International  
Sacramento Hotel Association  
Western Textile Association

*\* Shaw/Yoder is pleased to provide both legislative advocacy and association management services to these clients.*

## SHAW / YODER ACCOMPLISHMENTS

Shaw / Yoder, Inc. enhances the associations we manage. Never losing sight of our fiduciary responsibilities to our clients, we strengthen operations, improve financial management, and offer expert membership services and meeting planning. We take pride in our many accomplishments for our clients. The following highlights the services we provide to clients.

### CALIFORNIA TRANSIT ASSOCIATION

*This association's 80+public agency members operate the state's local transit services and its 150+private sector vendor members supply the vehicles, goods and services used by this industry. When the Executive Committee determined the public transit industry needed to increase its power to more successfully influence policy and/or financial outcomes affecting transit users, they turned to Shaw / Yoder. We crafted a "Strategic Plan for Increasing the Public Transit Industry's Political Effectiveness which produced the following results:*

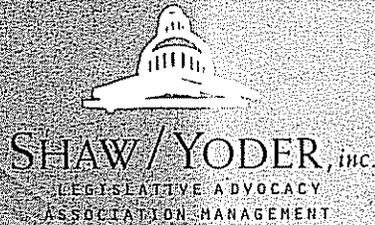
- Used the Strategic Plan to manage goals, objectives and tasks for a variety of staff, including engagement of two new staffers and the creation of a new non-profit organization (Odyssey) to brand public transit and carry out grassroots organizing and coalition building activities.
- Developed and distributed a new membership solicitation kit designed to increase membership.
- Formed a new organization that in only two years attracted more than \$500,000 in non-California transit industry funds to implement many of the Plan's goals.
- Gained public acknowledgement by Governor Gray Davis that the California Transit Association and its executive director were instrumental in developing and passing the 2000-2001 State Budget.

### CALIFORNIA TRAVEL INDUSTRY ASSOCIATION (CALTIA)

*This association is the vision and voice of the travel industry in California.*

*Shaw / Yoder provides the 400 member organization with leadership and a broad array of association management services. These services include:*

- An aggressive public relations campaign in support of advocacy efforts to protect millions-of-dollars in proposed budget cuts to programs vital to CalTIA.
- Member activation and mobilization to fight proposed cuts.
- Overall financial analysis, and recommendations for better financial management.
- PAC oversight, including coordination of fundraising events for key legislators.
- Income and expenses analyses with the justification for a long-overdue dues increase.
- Improvement of the association's bottom line, including the establishment of a reserve.
- Membership retention activities, with more than an 85% retention rate.
- Solicitation of new members.
- A combination of Shaw / Yoder's considerable experience and the delivery of political strategy consulting to the association.



Shaw/Yoder is a full service legislative advocacy, association management and coordination firm with a track record of effective handling of complex legislative and regulatory issues through a variety of specific means.

## Exceeding Client Expectations

Shaw / Yoder has offered legislative advocacy and association management services in California for over a quarter of a century. Shaw / Yoder provides a range of services to corporate and public sector clients. Our firm's substantial experience in legislative advocacy and association management means our clients benefit from both the depth and the breadth of our knowledge. Our expertise in these core areas consistently allows us to successfully exceed our clients' expectations and maintain long-standing relationships.

### LEGISLATIVE ADVOCACY SERVICES

- State and Federal Legislative Advocacy
- Regulatory Agency Liaison and Lobbying
- Policy Research and Analysis
- Legislative Monitoring and Analysis
- Grassroots Strategies and Activation
- Political Action Committee Consulting
- Strategic Planning
- Expert Testimony

### ASSOCIATION MANAGEMENT SERVICES

- Conference and Event Planning
- Board of Directors and Committee Support
- Membership Services, Recruitment and Retention
- Strategic Planning
- Membership Dues, Invoicing and Collection
- Publication Creation and Distribution
- Database Management
- Website Development and Maintenance

### PRIMARY AREAS OF EXPERTISE

- Transportation
- Travel and Tourism
- Infrastructure Funding
- Corporate Governance
- Risk Management
- Solid Waste
- Energy
- Water
- Local Government, Finance and Operations
- Health, Mental Health and Social Services
- Land Use Planning and Housing

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SHAW / YODER DELIVERS EFFECTIVE LEGISLATIVE ADVOCACY ON BEHALF OF OUR ASSOCIATION, WITHOUT SACRIFICING INTEGRITY, THEIRS OR OURS. SHAW / YODER PRODUCES VALUE FOR EVERY MEMBER OF OUR ASSOCIATION."

Carrie King, Executive Director of the Association of California State Legislators

## SHAW / YODER LEGISLATIVE ADVOCACY SERVICES

*With offices in the heart of Sacramento, just steps from the Capitol, Shaw / Yoder expertly performs legislative advocacy services for a variety of clients*

Shaw / Yoder constantly succeeds in the enactment, defeat, or amendment of legislation. By constantly searching for and creating leverage points, Shaw / Yoder exerts the maximum impact on the legislative process for our clients.

### THE IMPORTANCE OF LEGISLATIVE ADVOCATES

The use of professional legislative advocates benefits almost every organization. Organizations not adequately covered in governmental relations are often harmed by unexpected and unfavorable legislation. Using a professional firm, such as Shaw / Yoder, helps organizations keep up-to-date on the latest legislative developments, better understand the potential impact of proposed laws and regulations, and obtain positive outcomes.

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**“SHAW / YODER HAS BEEN WELL WORTH THE MONEY. THEIR WORK HAS BROUGHT IN MILLIONS AND MILLIONS OF DOLLARS IN THE TIME THAT THEY’VE REPRESENTED SOLANO COUNTY. I HIGHLY RECOMMEND THEM TO ANYONE LOOKING TO STAY AHEAD OF THE CURVE IN SACRAMENTO.”**

Darby Hayes, Deputy Administrative Officer, Solano County

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### SHAW / YODER OFFERS DECADES OF EXPERIENCE

We successfully navigate the legislative process for our clients. We enjoy access to, and success in working with, the leadership of both parties in the California Legislature and the Governor’s Administration. Our relationships with legislators and executive branch officials allow us to ensure our clients’ priorities receive attention from the right decision-makers at the right times. In the era of term-limited legislators, our expertise in understanding how to package messages, and deliver those messages to the right policy-makers, makes us invaluable to our clients in the following ways:

#### State and Federal Legislative Advocacy

Shaw / Yoder protects and advances the interests of our clients. Our firm is known for working hard to ensure our clients’ issues are viewed as bipartisan before each committee and the Legislature as a whole. Shaw / Yoder’s clients succeed by virtue of our ability to work cooperatively with legislators, committees and staff, as well as key Administration officials and the bureaucracy.

### Regulatory Agency Liaison and Lobbying

Shaw / Yoder offers creative approaches to assist clients in effectively interacting with local or state governments. Our deep understanding of the complexities and inner workings of local and state regulatory agencies and familiarity with key decision-makers provide myriad opportunities for our clients to benefit.

### Policy Research and Analysis

Our firm provides accurate and informed legislative analysis based on decades of experience and review of legislative histories, committee analyses and institutional memory.

### Legislative Monitoring and Analysis

Shaw / Yoder effectively monitors every piece of legislation introduced or amended during the legislative session. We provide clients with regular reports on bill status and up-to-the-minute events relevant to achieving the clients’ goals, including early warnings of political developments most likely to affect their organizations’ interests.

### Grassroots Strategies and Activation

Shaw / Yoder mobilizes its clients’ local resources to leverage maximum political gains. Our firm provides the resources to recruit and activate local support for our clients’ objectives.

At Shaw / Yoder we strive to exceed our clients’ expectations and provide maximum value. Our extensive knowledge of the legislative process and our dedication to our clients distinguishes us and contributes to our firm’s first-rate reputation.

## SHAW / YODER ASSOCIATION MANAGEMENT SERVICES

*Shaw / Yoder combines day-to-day association management services with vision and leadership.*

Shaw / Yoder is an affordable and smart alternative to managing your association operations. The costs of maintaining an in-house staff, offices, and equipment can consume valuable association resources and expend precious time and energy.

### EXPERIENCED AND DEDICATED

Shaw / Yoder is a valuable resource for handling the details of association management. We offer a variety of professionals and skill levels, so the right person is always available for the job. Whether you need financial management, hotel contract negotiations, meeting planning, educational development, copy writing and editing, strategic planning, marketing, fund-raising, or database management and information systems, Shaw / Yoder provides the right team member for your needs.

### YOUR OWN IDENTITY

Shaw / Yoder offers seamless services, so to the outside world we look like your staff. We take great care to ensure that phone calls, correspondence, and all outward signs of your organization utilize your identity and name. We consider ourselves your staff, and as such we are dedicated to your needs.

### WE WILL ENHANCE YOUR PROGRAM

With our many years of association management experience, we can swiftly analyze your current program and make recommendations for enhancing member value. Our dedicated association managers help increase membership, strengthen revenues and provide leadership and vision. We are especially qualified in the following areas:

#### Membership Mobilization and Activation

Because of our legislative advocacy expertise, Shaw / Yoder specializes in activating association members to influence state policy making at the grassroots level. We help our clients more effectively communicate their messages to state policy makers and assist association members to take actions that more fully support their association's position on pending legislation and regulations.

### Enhanced Membership Recruitment and Retention

Shaw / Yoder offers expert membership director services to help recruit new members and to keep current members happy. We offer recruitment campaigns, marketing plans and work to enhance membership benefits.

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**"SHAW / YODER HAS PROVIDED OUR ORGANIZATION COMPETENT, CREATIVE MANAGEMENT WHILE KEEPING ADMINISTRATIVE COSTS TO A MINIMUM."**

Frank J. Lichtanski, Chair, California Transit Insurance Pool (CalTIP),  
General Manager / CEO, Monterey-Salinas Transit

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### Membership Meetings and Conferences

Shaw / Yoder's experienced, certified meeting planners will manage your annual meetings and conferences throughout the year. We help our clients generate additional revenue by securing sponsorships and increasing event attendance.

### Better Financial Management

Shaw / Yoder strengthens association financial structures through proper alignment of membership dues categories and levels. In addition, we look beyond membership rosters to seek outside organizations and individuals that should be participating and funding your association. We recruit non-dues paying sources to help subsidize association finances, including vendor participation.

### Accounting

We retain credentialed professionals to manage accounting and bookkeeping. We provide balance sheets, produce profit and loss statements, create budgets, process accounts payable and accounts receivable, dues collection, and ensure compliance with all federal and state tax laws. We also procure and oversee financial audits.

Shaw / Yoder blends political savvy with a broad array of association management experience. Our two areas of expertise dovetail to provide our clients with the unparalleled opportunity to leverage the best. Shaw / Yoder has to offer.

## EXCEEDING CLIENT EXPECTATIONS

*We combine our services and our expertise to deliver the precise solution for our clients. Shaw / Yoder is uniquely qualified to provide legislative advocacy, association management, or both. Our combined areas of expertise produce synergies for our clients*

### CUSTOMIZED SERVICES FOR UNIQUE NEEDS

We build relationships by completely understanding each client's unique needs, and creating solutions that meet their specific requirements. Our first step is to partner with you to provide an analysis of your needs and to set mutually agreed upon expectations. We then design the best-suited action plan to meet those expectations, and strive regularly to exceed those expectations.

### SHAW / YODER DELIVERS POSITIVE RESULTS

Today's organizations are constantly being challenged to cost-effectively manage their goals without sacrificing quality services and integrity. Shaw / Yoder offers cost-effective, flexible options that can meet your needs in the areas of legislative advocacy, association management, and related consulting. Our staff is a key ingredient to our success. Our team possesses over 30 years combined legislative advocacy experience and nearly a century of combined association management experience. Service excellence is a tradition at Shaw / Yoder. For a quarter of a century we have been providing legislative advocacy and association management services, and delivering positive results to our many long-standing clients. Our firm still retains its very first client!

### FOR MORE INFORMATION

If you would like to talk with us about legislative advocacy, association management or a consulting need, please e-mail either Joshua W. Shaw at [josh@shawyoder.org](mailto:josh@shawyoder.org) or Paul J. Yoder at [paul@shawyoder.org](mailto:paul@shawyoder.org). You may also contact either of us by phoning 916-446-4656. Please find additional information by going to our website located at [www.shawyoder.org](http://www.shawyoder.org).

### THE SHAW / YODER PARTNERS

#### Joshua W. Shaw



With extensive experience in legislative advocacy, campaign management and research, and association management, owner Joshua W. Shaw brings a unique blend of leadership, legislative understanding and practical experience to clients.

#### Paul J. Yoder



A skilled legislative advocate and analyst, owner Paul J. Yoder offers clients a deep knowledge of government and the legislative process. In addition, Mr. Yoder is experienced in human resources management and strategic planning.

### KNOWLEDGEABLE

We are proven experts in the legislative advocacy and association management services we provide and subject-matter specialists in the policy areas of interest to our clients.

### FAST

Because of our depth of experience and expertise, your program will be up and running in a short time.

### COST-EFFECTIVE

Our infrastructure costs are shared with other clients to the benefit of everyone.

### PROFITABLE

For our legislative advocacy clients we produce bottom-line results, and for our association management clients we generate new revenue.

### FLEXIBLE

We offer a portfolio of services, so you never pay for more services than you request.

### EXPERIENCED

We offer consultation and experience to our clients. We welcome the opportunity to educate and share the knowledge we have gained so your organization can make the best choices.

### DEPENDABLE

Shaw / Yoder offers our clients peace of mind, knowing that highly experienced legislative advocates and association managers are looking out for their interests.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Fleet Maintenance  
**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR LICENSED  
BROKER SERVICES FOR REAL ESTATE MARKETING AND SALES  
OF THE SAKATA LANE PROPERTY WITH HIRSCH AND  
ASSOCIATES**

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for licensed broker services for real estate marketing and sales of the Sakata Lane Property with Hirsch and Associates.**

## II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Only one firm submitted a proposal for the District's review.
- District staff have reviewed and evaluated the proposal.
- The evaluation committee is recommending that a contract be established with Hirsch and Associates to provide licensed broker services for real estate marketing and sales of the Sakata Lane property.

## III. DISCUSSION

The Santa Cruz Metropolitan Transit District (District) requested proposals from licensed brokers to provide real estate marketing and sales services. The District owns property located at 25 Sakata Lane, Watsonville, California. The broker will assist the District in marketing and selling the referenced property. The broker will provide recommendations for the provisions of the sale, including contingencies, and will take actions to ensure that the sale complies with the Federal Transit Administration guidelines for the disposition of property.

On August 2, 2005 District Request for Proposal No. 05-03 was mailed to nineteen firms and was legally advertised. On September 8, 2005, proposals were received and opened from one firm. District staff have reviewed and evaluated the proposal.

8.1

District staff is recommending that the Board of Directors authorize the General Manager to sign a contract with Hirsch and Associates to provide licensed broker services for real estate marketing and sales of the Sakata Lane property. District will compensate contractor 4% of the final sales price. Contractor will provide services meeting all District specifications and requirements.

#### **IV. FINANCIAL CONSIDERATIONS**

Contractor's commission (4%) for the sale of the Sakata Lane property will be deducted from the sales proceeds.

#### **V. ATTACHMENTS**

**Attachment A:** Contract with Hirsch & Associates

Note: The RFP along with its Exhibits and any Addendums are available for review at the Administration Office of METRO or online at [www.scmttd.com](http://www.scmttd.com)

8.2

## PROFESSIONAL SERVICES CONTRACT FOR LICENSED BROKER SERVICES FOR REAL ESTATE MARKETING AND SALES (05-03)

THIS CONTRACT is made effective on October 1, 2005 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and HIRSCH AND ASSOCIATES ("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 Licensed Broker Services For Real Estate Marketing And Sales

District has the need for Licensed Broker Services for Real Estate Marketing and Sales. In order to obtain these services, the District issued a Request for Proposals, dated August 2, 2005, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

#### 1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Licensed Broker Services for Real Estate Marketing and Sales and whose principal place of business is 4375 Capitola Road, Capitola, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Licensed Broker Services for Real Estate Marketing and Sales, which is attached hereto and incorporated herein by reference as Exhibit "B."

#### 1.04 Selection of Contractor and Intent of Contract

On September 23, 2005, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Licensed Broker Services for Real Estate Marketing and Sales described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

#### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated August 2, 2005

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

Contractor's Proposal to the District for Licensed Broker Services for Real Estate Marketing and Sales signed by Contractor and dated September 8, 2005.

#### 2.02 Conflicts

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

8. a 1

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued August 2, 2005.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued August 2, 2005.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be from September 26, 2005 through close of escrow.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor 4% of the sale price for the District's property located at 25 Sakata Lane, Watsonville, California.

5.02 Invoices

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

8.92

6. NOTICES

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

DISTRICT

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

CONTRACTOR

Hirsch and Associates  
P O Box 2200  
Watsonville, CA 95077  
Attention: L. Carl Blanke

7. AUTHORITY

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

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR

By \_\_\_\_\_  
Ron Hirsch  
Owner/Broker

Approved as to Form:

\_\_\_\_\_  
Margaret Rose Gallagher  
District Counsel

8. a3

**EXHIBIT A**  
**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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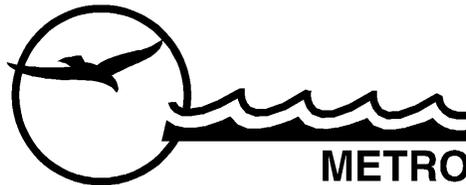
**Request for Proposals (RFP) For Licensed Broker  
Services For Real Estate Marketing And Sales  
District RFP NO. 05-03**

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**Date Issued: August 2, 2005**

**Proposal Deadline: 5:00 P.M., September 8, 2005**

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**Contents of this RFP**

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

## **PART I**

### **INSTRUCTIONS TO OFFERORS**

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 5 copies) must be delivered to the District Purchasing Office, 110 Vernon Street, Suite B, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

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

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

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

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

to the District that cannot be withdrawn by the Offeror for ninety (90) calendar days after the closing date for proposals, unless a longer time period is specified by the District in the RFP. Offerors shall identify all proprietary information in their proposals. Information identified as proprietary shall not be made available to the public or other offerors.

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

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

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

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

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

necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

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

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



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

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**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 {tc "BUY AMERICA PROVISION " \1 2}  
(Only for Contracts above \$100,000)**

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

OR

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

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

# CONTRACTOR DBE INFORMATION

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

CONTRACTOR'S ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 PROPOSAL AMOUNT \$ \_\_\_\_\_  
 PROPOSAL OPENING DATE \_\_\_\_\_  
 DATE OF DBE CERTIFICATON \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

TOTAL CLAIMED DBE  
 PARTICIPATION      \$ \_\_\_\_\_      %

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AREA CODE/TELEPHONE

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

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

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

# CONTRACTOR DBE INFORMATION

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

TOTAL CLAIMED DBE  
PARTICIPATION      \$ \_\_\_\_\_      \_\_\_\_\_ %

## PART III

### SPECIFICATIONS FOR LICENSED BROKER SERVICES FOR REAL ESTATE MARKETING AND SALES.

#### 1. INTRODUCTION

The Santa Cruz Metropolitan Transit District (District) is requesting proposals from licensed brokers to provide real estate marketing and sales services. The District is a public entity whose primary purpose is to provide public transportation. The District currently owns property located at 25 Sakata Lane, Watsonville, California. The successful proposer will assist the District in marketing and selling the referenced property. The successful proposer will provide recommendations for the provisions of the sale, including contingencies, and will take actions to ensure that the sale complies with the Federal Transit Administration guidelines for the disposition of property.

#### 2. BACKGROUND

- |      |   |   |
|------|---|---|
| 2.1. | Administrative Office Location:         | 370 Encinal Street, Suite 100, Santa Cruz, CA 95060   |
| 2.2. | Nature of Business:                     | Public Transportation   |
| 2.3. | Federal Employer Identification Number: | 94-2376658  |
| 2.4. | Location of property to be sold:        | 25 Sakata Lane, Watsonville, California<br>(APN 017-231-05)   |
| 2.5. | Length of contract:                     | September 26, 2005 through close of escrow  |
| 2.6. | Terms of Compensation                   | Percentage of sale price  |
| 2.7. | Description of Property to be sold:     | The property is generally rectangular in shape and is located at the southeasterly end of Sakata Lane in the city limits of Watsonville. It is approximately 9.3 acres or 409,464 square feet in size. Sakata Lane runs off of Riverside Drive. Riverside Drive is a main access route to State Route 1 providing north and south bound access to the freeway and is located approximately ½ mile west. |

Topographically, the site is generally level. The site is located in a FEMA Flood Zone and is designated as being in a 100-year flood plain area. Flood insurance is required. The property is provided with all public utilities and municipal services. These services include natural gas, electric, water, sewage disposal, solid waste disposal, and public telephone.

The property contains one main older office-industrial building of concrete tilt-up construction. This building was yellow tagged by the City of Watsonville after the 1989 Loma Prieta earthquake. METRO considers the building to be uninhabitable and assumes that it will be demolished.

2.8. Available Information:

METRO will provide, upon written request, a CD that contains technical information, reports and studies related to the property.

### 3. CONTENT OF PROPOSAL

Proposals should be complete and concise in description. Proposals should include the following items as well as any additional information that will contribute to the District's evaluation of service:

- 3.1 The experience of the proposer in selling publicly owned industrial property.
- 3.2 Familiarity with Santa Cruz and San Francisco Bay Area Industrial Property Markets.
- 3.3 Proposed property marketing plan.
- 3.4 References. (Minimum of 3 references from clients served in past 5 years)
- 3.5 Disadvantaged Business Enterprise (DBE) participation form(s).
- 3.6 Cost of Services

### 4. PROCESS FOR SUBMITTAL OF PROPOSALS

#### 4.1 Proposal Requirements

- 4.1.1. Contractor shall be required to meet all other provisions of the contract documents enclosed as part of this Request for Proposal package.
- 4.1.2. Conflict of Interest - The offeror shall disclose any financial, business or other relationship with the District or any of its officers or officials that may have an impact upon the outcome of the work. The offeror shall also list current clients who may have a financial interest in the outcome of the work.
- 4.1.3. Professional Services Contract - Offeror's proposal shall be based on the requirements set forth in the "Professional Services Contract" included in this RFP. The final agreement between the District and Contractor shall be in substantially the same form and content as the "Professional Services Contract" included herein.
- 4.1.4. Signature - The proposal shall be signed by an official authorized to bind the offeror and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address and telephone number of the individual(s) with authority to negotiate and contractually bind the company.

#### 4.2 Proposal Submittal

**One original proposal and five copies must be received no later than 3:00 p.m. PST, on September 8, 2005** at the District Purchasing Office, 110 Vernon Street, Santa Cruz, CA 95060. All responses to this RFP become the property of the District. Proposals must be clearly marked:

**"Proposal for Licensed Broker Services for Real Estate Marketing and Sales  
(Proposal Due Date: September 8, 2005)"**

All proposals submitted in response to this RFP become a matter of Public Record and shall be regarded as Public Records, with the exception of those elements in each proposal which are defined by the offeror as business or trade secrets, and marked as "Trade Secret", "Confidential" or "Proprietary." The District shall not in any way be liable or responsible for the disclosure of any such records or portions thereof, if they are not plainly marked "Trade Secret", "Confidential" or "Proprietary", or if disclosure is required under the Public Record Act.

#### 4.3 Modification or Withdrawal of Proposals

Any proposal received prior to the date and time specified above for receipt of proposals may be withdrawn or modified by written request of the proposer. To be considered, however, the modified proposal must be received by the date and time specified above.

All verbal modifications of these conditions or provisions are void and ineffective for proposal evaluation purposes. Only written changes issued to offerors by the Purchasing Office are authorized and binding.

#### 4.4 Rejection of Proposals

Failure to meet the requirements for the Request for Proposals will be cause for rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposal's documents or excuses the offeror from full compliance with the contract documents if the proposer is awarded the contract. The District reserves the right to not award the contract should it determine that the proposals are not in its best interest.

#### 4.5 Evaluation Criteria and Selection of the Successful Offeror

- 4.5.1. Selection of the successful offeror will be based on information provided in response to the RFP and a variety of factors, including costs, evaluation of proposals according to District specified criteria, consideration of any exceptions taken to District's proposed contract terms and conditions, qualifications and experience, information provided by offeror's references for whom work of a similar nature has been done, and Disadvantaged Business Enterprise (DBE) participation.
- 4.5.2. Proposals submitted by each offeror shall be evaluated separately based on how well the proposal meets the District's criteria. Selection will be based on written proposals and in-person interviews using the criteria contained in this RFP.
- 4.5.3. If a single proposal is received in response to this RFP, the District will be required to perform a detailed cost/price analysis in order to award the contract.
- 4.5.4. An Evaluation Committee will perform the overall evaluation process. The evaluation criteria set forth below will be the sole basis for determining the award of any proposal received. Proposal should be specific and complete in every detail. Reference checks may be made of the top rated offeror(s).
- 4.5.5. Proposals will be evaluated according to the following criteria, listed in order of priority, which shall be the sole criteria for determining qualifications for contract award:

<b>Criteria</b>	<b>Points Possible</b>
Proposed Property Marketing Plan	30 points
Proposed Cost	30 points
Qualifications, Experience, References	25 points
Familiarity with Bay Area Markets	10 points
DBE Participation	5 points
<b>Total Points Possible</b>	<b>100 points</b>

## 5. PROJECT SCHEDULE

The anticipated schedule of activities related to this RFP is as follows:

Distribution of RFP	August 2, 2005
Proposal Submittal Deadline	September 8, 2005
Board Approval of Award of Contract	September 23, 2005
Contract Effective Date	September 26, 2005

## **PART IV**

### **GENERAL CONDITIONS TO THE CONTRACT**

#### **1. GENERAL PROVISIONS**

##### **1.01 Governing Law & Compliance with All Laws**

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

##### **1.02 Right to Modify Contract**

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

#### **2. TERMINATION**

##### **2.01 Termination for Convenience**

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

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

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

## 2.02 Termination for Default

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

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

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

## 2.03 No Limitation

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

## 3. FORCE MAJEURE

### 3.01 General

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

### 3.02 Notification by Contractor

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

### 3.03 Losses

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

#### 4. PROFESSIONAL STANDARDS

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

#### 5. PROFESSIONAL RELATIONS

##### 5.01 Independent Contractor

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

##### 5.02 Benefits

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

#### 6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

##### 6.01 Scope

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

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

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

#### 7. INSURANCE

##### 7.01 General

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

## 7.02 Types of Insurance and Minimum Limits

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

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

## 7.03 Other Insurance Provisions

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

## 8. RESERVED

## 9. NO DISCRIMINATION

In connection with the performance of services provided under this Contract, Contractor shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws.

## 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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District. This applies to both DBE and non-DBE subcontractors.

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

## 12. RESERVED

## 13. MISCELLANEOUS PROVISIONS

### 13.01 Successors and Assigns

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

### 13.02 Survival of Rights and Obligations

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

### 13.03 Limitation on District Liability

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

### 13.04 Drug and Alcohol Policy

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

13.05 Publicity

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

13.06 Consent to Breach Not Waiver

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

13.07 Attorneys' Fees

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

13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant

Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

## PART V

### PROFESSIONAL SERVICES CONTRACT FOR LICENSED BROKER SERVICES FOR REAL ESTATE MARKETING AND SALES (05-03)

THIS CONTRACT is made effective on \_\_\_\_\_, 2005 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 Licensed Broker Services For Real Estate Marketing And Sales

District has the need for Licensed Broker Services for Real Estate Marketing and Sales. In order to obtain these services, the District issued a Request for Proposals, dated August 2, 2005, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

##### 1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Licensed Broker Services for Real Estate Marketing and Sales and whose principal place of business is \_\_\_\_\_. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Licensed Broker Services for Real Estate Marketing and Sales, which is attached hereto and incorporated herein by reference as Exhibit "B."

##### 1.04 Selection of Contractor and Intent of Contract

On \_\_\_\_\_, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Licensed Broker Services for Real Estate Marketing and Sales described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

#### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

##### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated August 2, 2005

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

Contractor's Proposal to the District for Licensed Broker Services for Real Estate Marketing and Sales signed by Contractor and dated September 8, 2005.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued August 2, 2005.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued August 2, 2005.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be from September 26, 2005 through close of escrow.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of

Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$\_\_\_\_\_ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

7. AUTHORITY

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

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

\_\_\_\_\_  
Leslie R. White  
General Manager

CONTRACTOR

By \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Margaret Rose Gallagher  
District Counsel

## **PART VI**

### **FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS**

#### **1.0 GENERAL**

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

#### **2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS**

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

#### **3.0 INELIGIBLE CONTRACTORS**

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

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

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

#### **5.0 TITLE VI CIVIL RIGHTS ACT OF 1964**

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

##### **5.1 Compliance with Regulations**

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

##### **5.2 Nondiscrimination**

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

### 5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

### 5.4 Information and Reports

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

### 5.5 Sanctions for Noncompliance

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

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

### 5.6 Incorporation of Provisions

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

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

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

## 7.0 CONSERVATION

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

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

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

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

### 9.1 Overtime Requirements

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

### 9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

### 9.3 Withholding for Unpaid Wages and Liquidated Damages

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

### 9.4 Nonconstruction Grants

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

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

#### 9.5 Subcontracts

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

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

The Contractor agrees:

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

#### 11.0 BUY AMERICA PROVISION

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

## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 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 23 apply to this Agreement.

### 12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 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 23 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

### 12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

## 13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

## 16.0 DEBARRED BIDDERS

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

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

### 17.1 General

The District and Contractor agree:

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

### 17.2 Applicability

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

### 17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

## 20.0 NEW RESTRICTIONS ON LOBBYING

### 20.1 Prohibition

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

### 20.2 Disclosure

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

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

### 20.3 Agreement

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

### 20.4 Penalties.

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

### 20.5 Cost allowability

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

## PART VII

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

#### PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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



Ron Hirsch, Broker  
Hirsch and Associates  
Commercial Real Estate Brokers  
4375 Capitola Road  
Capitola, California 95010  
(831) 476-8194 fax 477-0351  
rhirsch@hirschandassociates.com  
hirschandassociates.com

L. Carl Blanke, Broker  
Hirsch And Associates  
Commercial Real Estate Brokers  
P. O. Box 2200  
Watsonville, California 95077  
(831) 234-6300 fax (831) 728-5413  
carl@carlblanke.com  
hirschandassociates.com

September 1, 2005

Santa Cruz Metropolitan Transit District  
Purchasing Office  
110 Vernon Street, Suite B  
Santa Cruz, CA 95060

## EXHIBIT - B

Re: Proposal for Licensed Broker Services for Real Estate Marketing and Sales  
Proposal Due Date: September 8, 2005  
District RFP NO. 05-03

We are confident that our combined approximately 60 years of experience in the industrial, commercial and investment real estate brokerage business can serve you very well. We are pleased to present the attached 6 copies of each of the following documents:

1. PROPERTY SALE MARKETING PROPOSAL for 75 Sakata Lane, Watsonville, California
2. Part II, GENERAL INFORMATION FORM
3. LOBBYING CERTIFICATION
4. BUY AMERICA CERTIFICATE
5. CONTRACTOR DBE INFORMATION

This proposal is a firm offer for a 90 day period from September 8, 2005.

Either of us has the authority to contractually bind Hirsch And Associates.

Please contact Carl Blanke, Broker, Hirsch And Associates at P.O. Box 2200, Watsonville, CA 95077, telephone: (831) 234-6300, fax: (831) 728-5413 and e-mail: [carl@carlblanke.com](mailto:carl@carlblanke.com).

Thank you for this opportunity!

Carl Blanke  
Broker

Ron Hirsch  
Owner/Broker

PART II

GENERAL INFORMATION FORM

FOR LICENSED BROKER SERVICES FOR REAL ESTATE MARKETING AND SALES. RFP No. 05-03  
(To be completed by the offeror and placed at the front of your proposal)

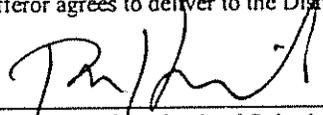
Hirsch and Associates      September 1, 2005  
Legal Name of Firm      Date

4375 Capitola Rd., Capitola, CA 95010  
Firm's Address

(831) 476-8194      (831) 477-0351  
Telephone Number      FAX Number

Sole Proprietorship      540-42-6582  
Type of Organization (Partnership, Corporation, etc.)      Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

  
Signature of Authorized Principal

Ron Hirsch, owner / Broker  
Name of Principal-in-Charge and Title

Carl Blanke, Broker  
Name of Project Manager and Title

Carl Blanke, Broker, P.O. Box 2200, Watsonville, CA 95077      ph (831) 234-6300  
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed      fx (831) 728-5913  
Carl@carlblanke.com

P.O. Box 2200, Watsonville, CA 95077  
Addresses Where Correspondence Should Be Sent

Brokerage of Real Estate  
Areas of Responsibility of Prime Contractor

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

done

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**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 Hirsch and Associates  
Signature of Authorized Official [Signature]  
Name and Title of Authorized Official Ron Hirsch, Owner/Broker  
Date 09/01/05

**BUY AMERICA PROVISION {tc "BUY AMERICA PROVISION " \ 2}  
(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.

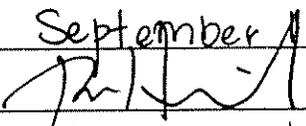
A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

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: September 1, 2005  
Signature:   
Company Name: Hirsch and Associates  
Title: Owner/Broker

OR

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

Date: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# CONTRACTOR DBE INFORMATION

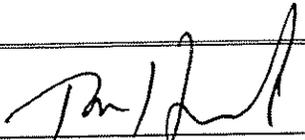
CONTRACTOR'S NAME Hirsch and Associates  
 DBE GOAL FROM CONTRACT 0 %  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_  
 AGENCY Santa Cruz Metropolitan Transit District  
 CONTRACT NO. \_\_\_\_\_

CONTRACTOR'S ADDRESS 4375 Capitola Rd.  
Capitola, CA 95010  
 PROPOSAL AMOUNT \$ \_\_\_\_\_  
 PROPOSAL OPENING DATE \_\_\_\_\_  
 DATE OF DBE CERTIFICATON \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

TOTAL CLAIMED DBE PARTICIPATION \$ 0 0 %

  
 SIGNATURE OF CONTRACTOR

DATE September 1, 2005

AREA CODE/TELEPHONE (831) 476-8194

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

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

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

# CONTRACTOR DBE INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
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TOTAL CLAIMED DBE PARTICIPATION \$ 0 0%



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## **PROPERTY SALE MARKETING PROPOSAL**

*Designed Especially For: Santa Cruz Metropolitan Transit District*

**75 Sakata Lane, Watsonville, CA**



**Prepared by Carl Blanke, Broker & Ron Hirsch, Broker**

**Hirsch And Associates**

**September 1, 2005**

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## EXECUTIVE SUMMARY

This marketing proposal demonstrates why the skills and expertise of Carl Blanke and Ron Hirsch of Hirsch And Associates are your best choice to bring a qualified buyer to your property at 75 Sakata Lane in Watsonville.

The property is approximately 9.3 acres with in excess of 54,000 square feet of improvements that will, in all probability, need to be demolished. The zoning is General Industrial. The property is exceptionally well located.

The assignment is to seek out a buyer of acceptable financial strength and then to negotiate and consummate a sale agreement under terms and conditions that are acceptable to the owner.

We are very familiar with this type of transaction and are totally qualified to perform the steps necessary to achieve this goal. **During the past 15 years, Hirsch And Associates has sold and leased more industrial, commercial and investment real properties in the Pajaro Valley than any other real estate brokerage firm.**

Carl Blanke and Ron Hirsch will assume the responsibility for the implementation of the marketing program. Carl and Ron each have approximately 30 years of successful involvement in industrial/commercial/investment real estate sales and leasing with heavy emphasis on the Watsonville marketplace. The sales and support staff of Hirsch And Associates will provide assistance.

The City of Watsonville is currently in the process of revising it's General Plan. We are assuming that there will not be any adverse results that have a negative impact on the subject Property.

We have assumed that there are no current substantial environmental problems.

Any buyer will consider the costs associated with 'rebuilding" the site to handle any flood plain and liquefaction considerations.

The buyer will be either (1) a user who purchases the property for their own development and usage or (2) a developer who purchases the property and (a.) performs a build to suit to sell or lease or (b.) prepares the land for resale.

The **market value** of the property is between **\$3,799,000** and **\$4,208,000**, considering the property, the current zoning and a six to nine month marketing period.

**PROPERTY INFORMATION**

Parcel Size: 9.3 +/- acres (409,464 +/- sq. ft.).

Gross Building Area: 54,000 +/- square feet

The buildings will, in all probability, be required to be demolished.

APN: 017-231-05

Current Zoning: General Industrial (IG).

Future Possible Zoning: The City of Watsonville is currently in the process of revising it's General Plan.

State Enterprise Zone: Yes

Utilities: PG & E supplies natural gas and electricity, The City of Watsonville supplies water, sewer and garbage service.

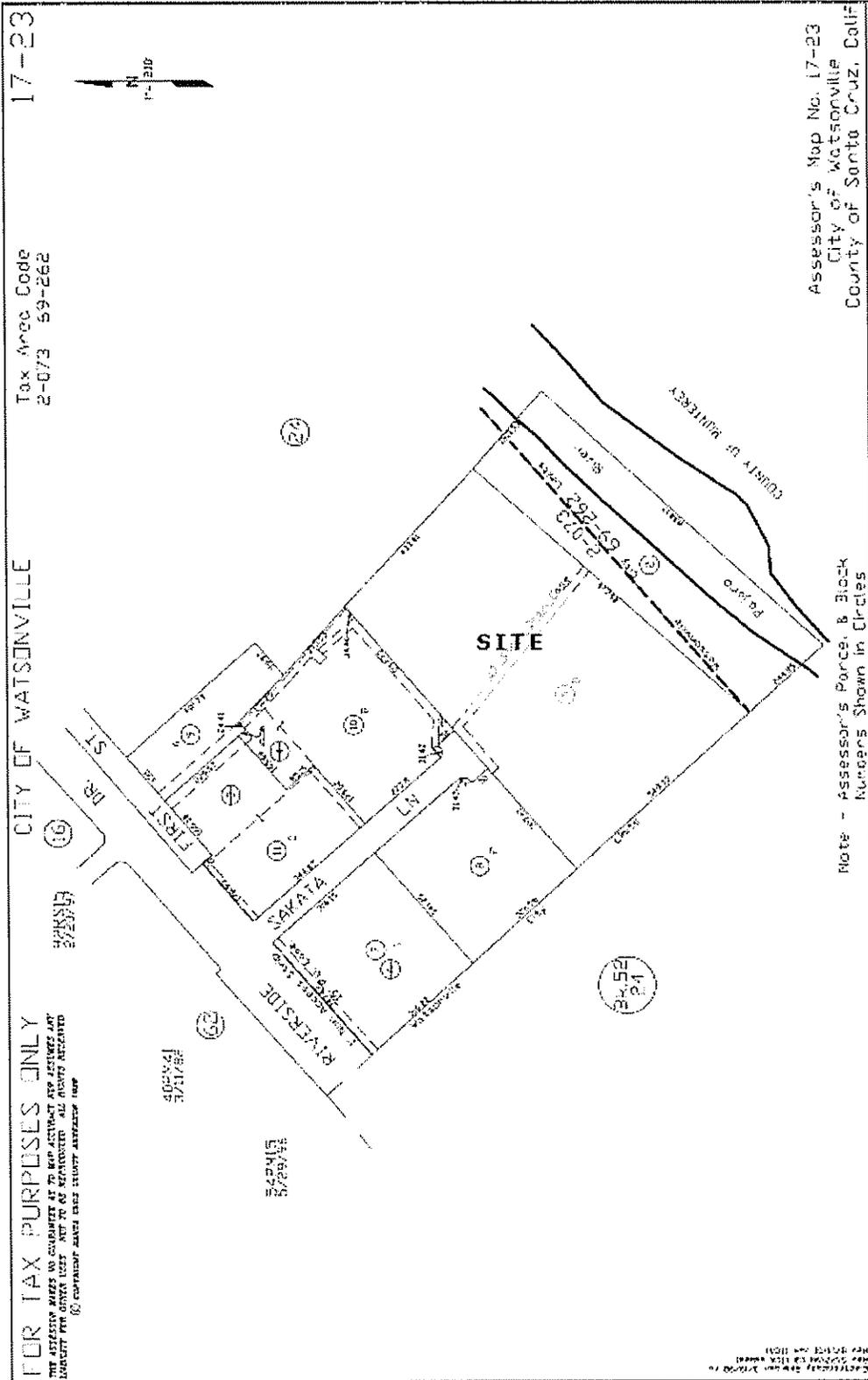
Security: Perimeter fencing.

Environmental: No

any adverse environmental considerations

**ASSESSOR'S PARCEL MAP**

**017-231-05**



17-23

Tax Area Code  
2-073 59-262

CITY OF WATSONVILLE

**FOR TAX PURPOSES ONLY**  
THIS ASSESSOR'S MAP IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A WARRANTY OF ANY KIND. THE ASSessor'S OFFICE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. ALL RIGHTS RESERVED.  
© COPYRIGHT 2004 BY THE ASSessor'S OFFICE

Assessor's Map No. 17-23  
City of Watsonville  
County of Santa Cruz, Calif

Note - Assessor's Parcel & Block  
Numbers Shown in Circles

## MARKETING PLAN

### **1. Objective**

Our objective is to find the most qualified buyer, willing to pay the highest price for purchase of the property and under terms that meet your investment strategy. There is **no magic** to this type of marketing effort. Experience has proven time and time again that our **superior proprietary contact base** coupled with a strong sense of negotiation tactics and follow up are the keys.

Our active approach to marketing is what sets us apart. Cold calling of the target market is an essential part of our overall marketing plan. We won't sit and wait for prospects to call, we will go out and find them.

### **2. Overview & Qualifications**

Hirsch and Associates offers unmatched professionalism in the marketing of commercial properties in the Monterey Bay Area and beyond. We have built our reputation on consistent performance, integrity and personal attention to our client's needs. Although the bottom line focus is always on the highest sale price and a carefully controlled transaction, we also work hard to win and maintain the respect of our clients and those in the brokerage community.

### **3. Property Profile**

A physical description of the property will be included in the marketing package. The strengths and weaknesses of the property deserve attention. We have attempted to put ourselves in the shoes of the eventual purchaser.

- A. Strengths:
- i) The property is very well located.
  - ii) The property shows well.
  - iii) The development of the property is very important to the City of Watsonville.
  - iv) There are no similar competitive properties available in the market area.

- B. Weaknesses: i) The possible re-zoning of the property

### **4. Current Market Conditions**

We have been enjoying a strong and inflationary market over the past five years. Affordable loans along with high demand have helped shrink the current inventory of good quality real estate. In spite of a recent contraction in the economy, we expect values to hold steady for the time being, making this an excellent time to sell. Having an experienced and well-organized marketing team on your side is your best assurance

of a successful sales transaction. Our goal in this respect is to maximize your profits and minimize any worries or complications.

## 5. Action Program

Hirsch and Associates will assume total responsibility for marketing your property. Our company specializes in marketing, not just brokering real estate.

A. We maximize the level of awareness within the real estate community, including 1031 exchange buyers, and among the **brokers** who are active in the area, through our **extensive proprietary database of personal contacts, mailings, newspapers** and other advertising venues, including **Loopnet**, the **Tri County Commercial Brokers Forum** listing service, and the **MLS** database which reaches the entire Bay Area and beyond. Your property will be featured on our **Hirsch And Associates website**. In taking these actions, we strive to achieve the highest sale price through the development of increased competition for the property

B. To support the listing price, we always stress the positives of the property and work to communicate value to a prospect. Our careful assessment of your property enables us to identify high priority prospects and tailor our promotional efforts for optimum impact in the marketplace.

C. Full broker cooperation is an important component of our marketing effort. In-person presentations will be made to cooperating local brokers and to others in adjacent markets that specialize in this type of property. We maintain a reputation of cooperation and responsiveness with other brokers through our actions including:

- i) promptly and courteously returning all phone calls
- ii) providing accurate, detailed information of the offering
- iii) promptly responding to requests for proposals or counter offers
- iv) dealing with impeccable ethics and professionalism in contacts with all parties

## 6. Indirect Marketing:

We will contact the local **Chambers of Commerce** and **Government Agencies** (Economic Development) to stay abreast of any corporate moves about which they are aware, and update them on the availability of the subject property. These offices are active in speaking with potential prospects and companies from outside the local area who are interested in a Central Coast location.

## 7. Promotional Support

A professionally prepared marketing package is fundamental in putting the property in its best possible light. We control form and content in all of our promotional materials, ensuring accuracy and attention to graphic detail.

The cost of marketing the property is the responsibility of Hirsch and Associates and its agents under the Exclusive Right to Sell Agreement. Our expenses include all labor and materials charges for the following:

- A. Detailed marketing packages
- B. Maps and special packages
- C. Signage
- D. Brochures/Flyers
- E. Advertisements placed in appropriate local and trade publications
- F. Prospect letters and postage
- G. Basic advertising charges

### **8. Prospect Screening**

While we want to attract the attention of every interested prospective buyer, it is an integral part of your broker's activities to appropriately screen and qualify these individuals. Our extensive marketing experience helps us bring you serious and realistic purchasers. We respect the importance of minimizing any disturbance to your business and work with you to control this very important aspect of a sale.

### **9. Progress Reports**

One of the reasons we are successful as brokers is that we communicate with our clients. You will be kept informed of our marketing efforts and the status of any transactions.

At some point it may be advisable for us to make changes in our marketing strategy, depending upon the response and your needs. As your partners in this enterprise, we commit ourselves to being a source of frank and creative guidance in positioning your property to its best advantage.

### **10. Listing Agreement**

A highlight of proposed terms and conditions of our listing agreement are below.

- A. Listing Price:           \$4,200,000
- B. Sale Terms:            Terms and Conditions acceptable to you
- C. Listing Term:           To the close of escrow
- D. Brokerage Fee:         4% of the sale price

## PROPERTY VALUATION

Land (409,000 +/- sq. ft.):	@ \$11/ sq.ft. = \$ 4,499,000	@ \$12/ sq.ft. = \$4,908,000
Flood Plain and Liquifaction Considerations (est.):	(\$ 450,000)	(\$ 450,000)
Demolition Cost (est.):	(\$ 200,000)	(\$ 200,000)
Total	\$3,849,000 (\$9.41/sq.ft.)	\$4,208,000 (\$10.41/sq.ft.)

## SAMPLE SALES COMPARABLES

While there have not been any truly comparable sales in the recent past, we can look to the following as indicative of value, considering the passage of time.

836 Walker St., Watsonville	This is the old Bassi Distributing site. It sold in May of 2002 for \$1,750,000 to Sambrailo Packaging. While the gross acres is 8+/-, the usable/buildable acreage is 5 to 6. This results in a dirt value of between \$8.00 and \$6.70 per sq. ft. The improvements on this property are of little, and possibly negative, value.
825 Walker Street, Watsonville	This 20,000 square foot older steel warehouse building sold in February of 2002 for \$1,150,000 (\$58/sq.ft.) to Abe Novin (Mountain Vending). It is located on 1 +/- acre; however, due to easements and configuration there is only a small amount of usable yard space. This is a part of the old New West Foods facilities.
290 Riverside Drive, Watsonville	This 2.8 +/- acre vacant site sold in January of 2002 for \$910,000 or \$7 per sq. ft. to Solario, to be developed later into a food manufacturing location
384 Pine Street, Watsonville	This 8,500 square foot building located on a 15,000 square foot lot sold in February of 2003 for \$850,000 (\$100/sq.ft.) to Water Rat for an industrial manufacturing facility.
225 Salinas Road, Pajaro	This 1 +/- acre site was sold September of 2000 for \$565,000. While it did have a building on it (the old Crosetti Coolers) it was sold to Kristich Monterey Pipe Company for the value in the dirt. The sale price equates to \$25 per square foot of dirt and the buyer additionally stood the cost of demolition and construction of a concrete pad.
206 Salinas Road, Pajaro	This 54,000 +/- square foot site with 19,888 +/- square feet of building improvements sold in January of 2001 for \$1,400,000 (\$71/sq.ft.) to Texeria. It is being used as a multi tenant light manufacturing facility.
12 Errington Road, Watsonville	This 31,000 +/- square foot older building (pole barn) on a 1.9 +/- acre parcel sold in September of 2002 for the equivalent of \$1,450,000 (\$47/sq.ft.). While this property is well located and has a reasonably good building to yard relationship, the building is very old and has severe usage restrictions.
841 Walker Street, Watsonville	This older steel 24,300 +/- square foot building located on a 1.5 +/- acre site which sold in June of 2003 for \$1,090,000 (\$45/sq.ft.).
15 Ohlone Parkway	This is an older 20,800 +/- square foot steel building located on a 1.7 acre site. It sold in April of 2003 for \$1,450,000 (\$70/sq. ft.)
1080 West Beach	This is an older 16,000 square foot steel building located on 1 acre. It sold in August of 2004 for \$1,250,000 (\$78/sq. ft.)
712 Walker	This is a high quality 3,700 square foot masonry building located on a 6,500 sq. ft. lot. It sold in March of 2005 for \$565,000 (\$153/sq.ft.)

## COMMENTS AND CONCLUSIONS

The subject property is prime for two different types of buyers. First is an entity that would use the property as a traditional industrial/manufacturing facility. Second is as an R&D type of operation. This later type of operation should bring the highest purchase price. However, the parking requirement will be considerably larger and may therefore lessen the buildable square footage of usable space. Either of these two scenarios could occur either as a direct sale to the end user who would develop the property or to a developer who would develop the property as a build to suit for lease or for sale.

The property is very close to both the downtown Watsonville area and the Highway 1 / Riverside Road interchange. There is also good access to Highway 101 via Highways 129 and 152.

While the subject property is located in a Redevelopment Area, due to the current problems with the State of California Budget creating the probability of a major reduction in tax increment financing "reimbursements" to Redevelopment Areas, and the resulting uncertainty on the part of City of Watsonville regarding it's Redevelopment Plan, little weight was given to this factor. This situation may also be affected by the City sponsored retirement plan funding issue.

No consideration has been given to any potential environmental contamination.

The City of Watsonville is in the process of performing its General Plan Review. This process should be completed and approved by about April of 2006. The effect of any such changes that may have an effect on the subject property are deemed to be minimal.

**The subject property should be put on the market at the recommended asking price of \$4,200,000.** This recommendation is based on an estimated six to nine month marketing period.

## **HIRSCH AND ASSOCIATES OVERVIEW**

Hirsch and Associates is a 28 year old commercial, industrial and investment real estate brokerage firm. We are committed to the idea that information is power in achieving real estate success. We believe that a client who can obtain and analyze current and reliable data pertinent to a particular decision has the distinct advantage. Hirsch and Associates represents sellers, buyers, owners and tenants of real properties both locally and throughout the United States. Our clients include individuals, partnerships, corporations, and institutions.

Experience has taught us that in the nature of today's complex real estate transactions, a team approach is necessary: the commercial real estate broker, an experienced real estate attorney, an accountant and possibly a professional land use planner. Each transaction is unique, requiring professional knowledge and experience. Each of our brokers has many years of successful real estate experience and a proven track record. This experience tells us that consistent rewards come to those who can apply disciplined analysis to the decision-making process.

Our clients have access to comprehensive, current information and professional representation. Hirsch and Associates emphasizes long-term relationships. We invest the time to get to know our clients. We look beyond the successful completion of a transaction and dedicate our resources, knowledge, and experience to meeting our client's ongoing real estate needs.

Hirsch And Associates has, over the past 15 years, sold and leased more industrial, commercial and investment property in the Pajaro Valley than any other brokerage house.



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### Professional Resume' of L. Carl Blanke

Upon graduation from Ohio State University, Mr. Blanke joined the Union Oil Company of California. During his seventeen year career, he held many assignments in real estate, sales, and marketing in both line and management positions. His responsibilities included property acquisition and disposal and both long and short term financial analysis in addition to all other functions which typify commercial real estate activities. His final assignment was as the coordinator for all western United States marketing activities.

Upon leaving Union Oil, Mr. Blanke associated with Cushman & Wakefield, the international and fully integrated commercial and industrial real estate brokerage firm. For two years, he successfully performed real estate brokerage services for many owners, tenants, and buyers resulting in forty-two completed sale, lease, and build-to-suit transactions. A partial client list includes Allstate Savings and Loan, Lockheed Corporation, Lloyds Bank, Federal Express, Pacific Telephone, E.F. Hutton, Greyhound Corporation, Citizens Savings and Loan and California Teachers Federal Credit Union.

In recognition of his performance, contribution and background, Mr. Blanke was promoted to the position of Vice President and Branch Manager for Cushman & Wakefield's major Silicon Valley, California Branch. He was subsequently promoted to Senior Vice President.

During his six years in the Silicon Valley, Mr. Blanke was responsible, along with his developed team of thirty real estate professionals, for successfully completing hundreds of real estate transactions by representing owners, buyers, and tenants and covering the entire range of commercial and industrial transaction types. During this time, an extensive professional and personal contact base was established with office space users, industrial and high-technology space users, owners, developers, and civic and professional organization leaders throughout the San Francisco and Monterey Bay areas.

During the past thirteen years, Mr. Blanke has successfully operated as an independent real estate broker and developer having associated with Hirsch and Associates, devoting the majority of his time to the Santa Cruz and Monterey Counties Marketplace. He continues to utilize his broad-based business background and real estate expertise in bringing benefit and profit to his clients which include Comerica Bank-California, Dick Bruhn Inc., The City of Watsonville, Santa Cruz County, Watsonville Community Hospital, Medical Group of Watsonville, Bay Federal Credit Union, Watsonville Discount Mall, Golden Sheaf Bakery, South Bay Construction & Development Company, Thatcher & Thompson Architects, Kenetic Laboratories Inc., Edward Jones & Company, International Paper Company, New West Foods Inc., Newman's Own Organics, S. Martinelli & Company, Pillsbury Green Giant, Elyxir Distributing, Waste Management Company, Kristich Monterey Pipe Company, Crosetti Lands Incorporated, Berman Enterprises, Abcon Products Company, Computerland of Capitola, Watsonville Press, Travers Cold Storage, Monterey Bay Bouquet, J. M. Smucker Company, Unikool Partners, Calpine Corporation, Infinity Insurance Company, National Refractories & Minerals Corporation, REON Development Company, Chevron Chemicals Company, Cal Coast Lending, Romo Properties, Shell Oil Company, and Sunrise Mushrooms.

Mr. Blanke's affiliations and involvements, both past and present, include Economic Development Council Chairman, NAIOP/Board of Directors, Special Olympics Volunteer, Tournament of Roses Association, Political Campaign Chairman, Baseball Coach, United Way Chairman, Homeowner's Association Chairman, City Design Review Commissioner, American Cancer Society Corporate Chairman, Chamber of Commerce Chairman, YWCA Advisor, Economic Policy Council Coordinator and Airshow Treasurer.

Mr. Blanke is a licensed California Real Estate Broker.



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### Professional Resume' of Ron Hirsch

Ron Hirsch graduated from Portland State University with a degree in business administration and economics and attended graduate school at Cal State University Northridge. Ron established Hirsch and Associates in Santa Cruz County in 1976. Prior to that time he worked as an Economic Research Analyst for the Department of Employment, State of California.

Ron's emphasis has been in representing buyers and sellers of local investment properties. His expertise includes the sale, exchange and leasing of commercial and industrial buildings, office buildings, apartment buildings, mobile home parks, RV parks, hotels and motels, business parks, shopping centers, retail stores and land. He has also represented buyers in the purchase or exchange of properties in Arizona, Idaho, Oregon and Washington.

Ron has been awarded both the highest dollar amount of a single sale and the highest number of commercial and industrial sales by the Santa Cruz Association of Realtors. He is a graduate of Focus Agriculture of the Pajaro Valley and is currently on the Board of Directors of the Land Trust of Santa Cruz County, a non-profit organization whose goal is to aid in the preservation of land with scenic, historic or recreational significance in Santa Cruz County.

## PROFESSIONAL REFERENCES

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Phone: (831) 476-2452

## **SAMPLE INDUSTRIAL TRANSACTIONS CONSUMATED BY HIRSCH AND ASSOCIATES**

<b>Transaction Description</b>	<b>Party represented</b>
<b>Sale</b> of 11 industrial acres in Pajaro, CA from Uni-kool Company, Inc. to Calpine Energy Corporation.	Seller & Buyer
<b>Sale</b> of 263,000 sq. ft. food processing facility on 17 acres in Watsonville, CA from Pillsbury Green Giant to S. Martinelli & Company. Within 6 weeks of the announced closing of this facility we generated 6 qualified offers and closed escrow 120 days later.	Seller & Buyer
<b>Sale</b> of 300,000 sq. ft. of industrial space on 200 acres for National Refractories & Minerals Corp. in Moss Landing, CA. This is a complicated situation with environmental considerations and a seller in bankruptcy.	Seller
<b>Lease</b> of 19,000 sq. ft. retail building in Salinas, CA for independent retailer.	Lessee
<b>Lease</b> of 31,000 sq. ft. retail building in Watsonville, CA for individual retailer.	Lessor & Lessee
<b>Sale</b> of 40 agricultural acres in Salinas to an independent flower grower.	Buyer
<b>Sale</b> of 12,000 sq. ft. United States Post Office building in Watsonville, CA from USPO to City of Watsonville.	Seller & Buyer
<b>Lease</b> of 12, 000 sq. ft. building to Cabrillo College by the City of Watsonville in Watsonville CA.	Lessor & Lessee
<b>Lease</b> of 18,000 sq. ft. of industrial space in Watsonville, CA owned by S. Martinelli & Company to New West Foods.	Lessor & Lessee
<b>Lease</b> of 62,000 sq. ft. of industrial space in Watsonville, CA owned by S. Martinelli & Company to International Papeer Co..	Lessor & Lessee
<b>Lease</b> and subsequent <b>Sale</b> of 25,000 sq. ft. industrial building in Watsonville, CA from an independent owner to Mayflower Moving & Storage.	Seller & Buyer
<b>Sale</b> of 15,000 sq. ft. retail building in Watsonville, CA from one individual investor to another.	Seller
<b>Sale</b> of 5 industrial acres in Watsonville, CA from S. Martinelli & Company to Watsonville Coast Produce for the construction of a new distribution facility.	Seller

<b>Transaction Description</b>	<b>Party represented</b>
<b>Sale</b> of 521 acres and 125,000 sq. ft. ag facility in Watsonville, CA from Sunrise Mushroom to private investor	Seller & Buyer
<b>Sale</b> of 23,000 sq. ft. industrial facility in Watsonville, CA from private investor to Boyer Fertilizer CA	Seller
<b>Sale</b> of 33,000 sq. ft. cooler facility in Watsonville, CA for a retiring owner.	Seller
<b>Sale</b> of 55 agricultural acres in Aromas, CA from a private investor to a local flower grower and the subsequent resale to another investors group.	Buyer
<b>Sale</b> of 10 agricultural acres with 60,000 sq. ft. of greenhouses in Watsonville, CA from one private investor to another.	Seller
<b>Sale</b> of 23,000 sq. ft. industrial cooling facility in Pajaro, Ca from Crosetti Lands Co.to Kristich Monterey Pipe Co.	Seller & Buyer
<b>Lease</b> of 60,000 sq. ft. industrial facility in Watsonville, CA from S. Martinelli & Company to Expertech.	Lessor
<b>Sale</b> of 20,000 sq. ft. industrial building in Watsonville, CA to Mountain Vending Service.	Buyer
<b>Lease</b> of 16,000 sq. ft. of industrial warehouse space in Watsonville, CA to Robert Mann Packaging Co.	Lessor
<b>Lease</b> of 28,000 sq. ft. industrial warehouse in Watsonville, CA from private investor to Calpine Packaging Co.	Lessor & Lessee
<b>Sale</b> of 30,000 sq. ft. industrial building in Watsonville, CA for Chevron Chemical Company.	Seller
<b>Sale &amp; Leasing</b> of 20,000 sq. ft. industrial building in Watsonville, CA from one investor to another.	Seller & Buyer
<b>Sale</b> of 12 acre industrial property with improvements in Oakville, Ontario, Canada for National Refractories & Minerals Corp. to REON Development Company.	Seller & Buyer
<b>Lease</b> of 20,000 sq. ft. industrial building in Watsonville, CA to a group of three industrial businesses	Lessor & Lessees
<b>Sale</b> of 3,700 sq. ft. industrial building from private investor to private contractor.	Seller & Buyer
<b>Sale</b> of 8,500 sq. ft. industrial building from Daimond Organics to Waterat	Buyer

**REGIONAL CHARACTERISTICS – SANTA CRUZ COUNTY &  
THE CITY OF WATSONVILLE**

Santa Cruz County is situated bordering the Pacific Ocean and the shore of Monterey Bay in Northern California. It is located approximately 70 miles southeast of San Francisco and approximately 370 miles north of Los Angeles. It is the second smallest of California's 58 counties containing an area of approximately 440 square miles. It is situated immediately south of the metropolitan nine counties known as the San Francisco Bay Area. The county is bordered by San Mateo and Santa Clara Counties on the north, and San Benito and Monterey Counties to the east and south. There are four major incorporated cities in Santa Cruz County: Santa Cruz (county seat), Scotts Valley, Capitola, and Watsonville. The population of Santa Cruz County is approximately 300,000.

The county encompasses an interesting variety of geography including picturesque coast line beaches and bluffs followed by heavily wooded coastal mountains. Both the northern and southern portions of the county include productive row crop lands, while the interior central portions of the county are mostly varied terrain. Most urbanization has occurred along the north central areas fronting the bay. The Watsonville city limits are defined by agricultural lands, much of which is row crops farming.

The City of Watsonville is located 14 miles south of the city of Santa Cruz, 17 miles north of Salinas, and 30 miles west of Gilroy. The city was established in the late 1860's as an agricultural community of the Pajaro Valley. Watsonville and the surrounding Pajaro Valley has a population of approximately 65,000.

Highway 1 is situated to the west of town and provides access to other portions of Santa Cruz County and to Highway 17 and the larger Bay Area. Both Highways 152 and 129 pass through downtown Watsonville in an east/west direction and connect downtown to the primary routes to Santa Clara County to the east and Highway 1 one-half mile west. Watsonville has a city airport on the north end of town serving small private and corporate aircraft.

The city's primary industries of agriculture and related food processing have declined through the last decade. Frozen food processing is still a substantial industry in the city, serving agriculture production lands in the Pajaro Valley and neighboring Salinas Valley. However, labor intensive packaging and processing industries have been negatively impacted by competition from Mexico-based alternative operations. Watsonville and its surrounding area continues to enjoy status as a national leader in strawberry and greenhouse rose production.

The Watsonville city limits are primarily defined by agricultural land, much of which is farmed in productive row crops. Urban expansion into unincorporated areas and outlying agricultural land has been actively discouraged by the county through protective zoning. The city's remaining agricultural industries and employment base are also indirectly dependent upon the preservation of viable agricultural crop lands. As a result, the majority of new development in the city is anticipated to occur on an in-fill basis as demand permits.

The city's historic downtown is located along Main Street in the south end of town, north of the Pajaro River. The primary north/south arterials are Main Street and Freedom Boulevard. East of Main Street are the city's older residential neighborhoods, with strip commercial development paralleling the main arterial. Growth to the east follows East Lake Avenue to the city limits. Main Street west to Walker St.

south of Ramsay Park, and beyond, is Watsonville's traditional industrial area, oriented to food processing, cold storage and distribution.

New development in the last five years has been focused on the north/northwest portion of town. The Pajaro Hill Center, Crossroads, Overlook and Watsonville Square are all new shopping centers located along Green Valley Road. The retail development was in response to an estimated 1,200+ new homes built off Green Valley Road/North Main Street and East Lake Avenue. New housing construction, after build-out of the current projects, will be limited to in-fill and redevelopment projects on lots within existing neighborhoods, or will be accommodated through further annexation which carries major political complications.

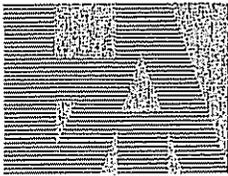
New office, light industrial and service commercial development is occurring along Airport Boulevard at the northern end of town as well as within the Westside industrial area. City policy has encouraged a diversification of the industrial employment base to include the much pursued expanding "high-tech industry" sector.

Recent estimates indicate that there are 30 +/- acres of industrially zoned lands vacant and available for development within the city, however, this acreage is generally in small parcels. This situation, as well as the necessity of preserving agricultural lands which contribute to the city's economic base, will limit commercial and industrial employment growth over the long term, as it is unlikely that major annexations would be approved for such development.

The major industrial development in Watsonville has occurred mainly in the westernmost portion of the city. Historically, agricultural related development emerged in the southwest cooling plants in the unincorporated (Monterey County) community of Pajaro. These developments occur in an area bounded by San Juan Road to the North and Salinas Road to the West. Other agricultural/industrial facilities are occasionally located outside the traditional industrial neighborhoods and may include packing, processing and cooling plants. Such facilities are generally surrounded by agricultural lands yet are well served by major highway or road access.

Another area of industrial development is the Westridge Business Park. This 34 acre development includes the 140,000 square foot headquarters-manufacturing-distribution facility for West Marine Products. The city's largest single story speculative R & D oriented buildings are situated in this park. They offer "flex" oriented product which includes a high percentage of office build-out contiguous to manufacturing/distribution warehouse product. Most recent leases in this area have been for primarily office build-outs.

Over the past 10-15 years there has been a considerable conversion of existing "industrial" properties from agricultural to general manufacturing usages. This has occurred, in part, due to the designation of a large portion of the City of Watsonville as a State of California Enterprise Zone.



**Hirsch and Associates**  
*Commercial Real Estate Brokers*  
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Capitola, California 95010  
831 476-8194 FAX 831 477-0351  
www.hirschandassociates.com

September 16, 2005

To: Lloyd Longnecker  
Santa Cruz Transit District

Re: District RFP #05-03

Subject Property: 25 Sakata Lane, Watsonville

To whom it may concern,

It has come to our attention that there was an error in our proposal with reference to the address of the subject property. Please disregard our reference to the property as 75 Sakata Lane. Any further paperwork required to correct this error will be submitted upon request.

Thank you for your consideration of our proposal.

Sincerely,

A handwritten signature in cursive script that reads "Cathy Thorne".

Cathy Thorne  
For Carl Blanke and Ron Hirsch



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Thank you for your consideration of our proposal.

Sincerely,

A handwritten signature in cursive script that reads "Cathy Thorne". The signature is written in black ink and is positioned above the printed name.

Cathy Thorne  
For Carl Blanke and Ron Hirsch

**FACSIMILE COVER SHEET**

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**Hirsch and Associates**  
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Capitola CA 95010  
(831) 476-8194 / (831) 477-0351 fax  
email: [cathy@hirschandassociates.com](mailto:cathy@hirschandassociates.com)  
[www.hirschandassociates.com](http://www.hirschandassociates.com)

**Date:** Friday, September 16, 2005

**To:** Lloyd Longnecker  
Santa Cruz Transit District  
Phone: [1] 831-426-0199  
Fax: [1] 831-469-1958  
Pages: 2

**From:** Cathy Thorne  
Hirsch and Associates  
Phone: 831-476-8194  
Fax: 831-477-0351

---

Subject.

Lloyd,  
Attached is the letter you requested in reference to the error on our RFP proposal. Let me know if there is anything else you need.  
Cathy

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** September 23, 2005  
**TO:** Board of Directors  
**FROM:** Frank L. Cheng, Project Manager  
**SUBJECT:** STATUS OF THE METROBASE PROJECT

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- On September 26, 2005, METRO will reject the bid from Hensel Phelps.
- On August 25, 2005, METRO received one bid for \$38,400,000 from Hensel Phelps Construction. Budget for construction is \$31,000,000.
- Last Addendum for IFB sent out August 18, 2005.
- Issuance of Invitation For Bids (IFB) were sent on June 1, 2005. IFB available to bidders on June 15, 2005 with a Pre-Bid Conference on June 29, 2005 and sealed bids due August 25, 2005 at 2 p.m.
- On June 29, 2005, representatives of eight general contractors and various subcontractors attended the Pre-Bid Conference.
- Real estate acquisition phase complete.
- Fleet maintenance Storage at 115 Dubois Street for bus parking complete.
- AB390 Reimbursement approved by California Transportation Commission on July 14, 2005.
- Federal Reauthorization Bill approved on July 29, 2005.

## III. DISCUSSION

On August 25, 2005, Santa Cruz Metropolitan Transit District (SCMTD) received one bid for the MetroBase project. Hensel Phelps Construction provided the one bid at \$38,400,000. The budget for construction is \$31,000,000. Due to the bid being 27% over the engineers estimate, staff is working diligently to find other options that will continue the projects process. Staff will present a recommendation with regard to the next steps on the project on October 14, 2005.

The completed components of the project for the review period are as follows:

- A. Right Of Way (ROW)

9.1

- Ground-Breaking Ceremony was held on January 14, 2005.
- Land acquisition for 1122 River Street & 120 Golf Club Drive complete.
- METRO signed 110 Vernon Street lease for the location of Fleet Maintenance Administration and Construction Management Personnel, and have relocated there.
- Board of Directors approved lease of property at 115 Dubois Street for bus parking and storage during construction on January 21, 2005. The lease has been signed with Iuliano 1977 Trust. The site work construction of bus parking improvements complete. Site is fully operational.

#### B. Finance

- 25 Sakata Lane, Watsonville property received no bids. The Board of Directors approved a Request For Proposals (RFP) for Broker Service. RFP due date is September 9, 2005. One proposal was received from XXXXX.
- The proposal by XXXXX has been reviewed and is a fair proposal. XXXXX will be marketing the property to it's greatest ability.
- FTA approved concurrence letter with appraisal for Watsonville property.
- AB3090 approved by CTC on July 14, 2005 Meeting.
- Federal Reauthorization Bill (TEA-21) approved July 29, 2005.

#### C. Architectural & Engineering (A&E)

- Further meetings are scheduled for reviewing the bid received by Hensel Phelps Construction.
- Final addendum for MetroBase IFB released August 18, 2005.
- Issuance of Invitation For Bids released June 1, 2005.
- Issuance of IFB and expression on intent to use sales tax backed debt presented to the Board of Directors on May 27, 2005.
- RNL Design presented to the Board of Directors options for bidding strategies in regards to cost, schedule, and benefits. Board of Directors approved one project bid option on February 25, 2005.

#### D. Construction Management (CM)

- Further meetings are scheduled for reviewing the bid received by Hensel Phelps Construction.
- MetroBase Site Plan Check reviews completed by LP2A, City Of Santa Cruz Public Works, and Harris & Associates.

#### E. Construction Schedule

- On September 26, 2005, METRO will reject the bid from Hensel Phelps.
- In August 25, 2005, SCMTD received one bid from Hensel Phelps Construction at \$38,400,000. Construction budget is \$31,000,000.
- IFB due date was extended to August 25, 2005 2:00pm PST.

9.2

- Approved and executed L/CNG Fueling Station long lead item LNG tank on September 10<sup>th</sup>, 2004. LNG tank was delivered in May 2005.
- Approved and executed L/CNG Fueling Station long lead item CNG Vessels on September 24<sup>th</sup>, 2004. CNG Vessels was delivered on March 2005.
- Nica DMT, demolition contractor, completed demolition on 1122 River Street and 120 Golf Club Drive on April 29, 2005.

#### **IV. FINANCIAL CONSIDERATIONS**

On August 25, 2005, METRO opened Sealed Bids for the Construction Phase of the MetroBase Project. Unfortunately only one bid was received and it was 27% over the construction budget of \$31,000,000. The receipt of a single bid is problematic for the Federal Transit Administration for a construction project of the size of MetroBase. Additionally there are no sources of fund available to METRO at this time to fun the additional \$7.4 million that would be required to award a full contract. Therefore METRO staf is rejecting the bid from Hensel Phelps effective Monday September 26, 2005.

#### **V. ATTACHMENTS**

**NONE**