

AGENDA
SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF APRIL 12, 2013
8:00 AM



Mission Statement: "To provide a public transportation service that enhances personal mobility and creates a sustainable transportation option in Santa Cruz County through a cost-effective, reliable, accessible, safe, clean and courteous transit service."

**THE BOARD MEETING AGENDA PACKET CAN BE FOUND ONLINE AT
WWW.SCMTD.COM AND IS AVAILABLE FOR INSPECTION AT SANTA CRUZ METRO'S
ADMINISTRATIVE OFFICES LOCATED AT 110 VERNON STREET, SANTA CRUZ, CALIFORNIA**

- | | | |
|--------------------------|---|------------------------------|
| <input type="checkbox"/> | <i>Director Margarita Alejo</i> | <i>City of Watsonville</i> |
| <input type="checkbox"/> | <i>Director Hilary Bryant</i> | <i>City of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director Dene Bustichi, Vice Chair</i> | <i>City of Scotts Valley</i> |
| <input type="checkbox"/> | <i>Director Daniel Dodge, Chair</i> | <i>City of Watsonville</i> |
| <input type="checkbox"/> | <i>Director Zach Friend</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director Ron Graves</i> | <i>City of Capitola</i> |
| <input type="checkbox"/> | <i>Director Michelle Hinkle</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director Deborah Lane</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director John Leopold</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director Bruce McPherson</i> | <i>County of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Director Lynn Robinson</i> | <i>City of Santa Cruz</i> |
| <input type="checkbox"/> | <i>Ex-Officio Director Donna Blitzer</i> | <i>UC Santa Cruz</i> |

Leslie R. White, General Manager / Secretary of the Board
Leslyn K. Syren, District Counsel

TITLE 6 - INTERPRETATION SERVICES / TÍTULO 6 - SERVICIOS DE TRADUCCIÓN

Spanish language interpretation and Spanish language copies of the agenda packet are available on an as-needed basis. Please make advance arrangements with Tony Tapiz, Administrative Services Coordinator at 831-426-6080. Interpretación en español y traducciones en español del paquete de la agenda están disponibles sobre una base como-necesaria. Por favor, hacer arreglos por adelantado con Tony Tapiz, Coordinador de Servicios Administrativos al numero 831-426-6080.

AMERICANS WITH DISABILITIES ACT

 *The Board of Directors meets in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, or to access the agenda and the agenda packet (including a Spanish language copy of the agenda packet), should contact Tony Tapiz, Administrative Services Coordinator, 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 Santa Cruz METRO regarding special requirements to participate in the Board meeting. For information regarding this agenda or interpretation services, please call Santa Cruz METRO at 831-426-6080.*

**AGENDA
SANTA CRUZ METRO BOARD OF DIRECTORS
REGULAR MEETING OF APRIL 12, 2013
PAGE 2 OF 5**

**MEETING LOCATION:
SANTA CRUZ METRO
110 VERNON STREET
SANTA CRUZ, CA**

8:00 A.M.

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION

1. CALL TO ORDER
2. ROLL CALL
3. ANNOUNCEMENTS
4. COMMUNICATIONS TO THE BOARD OF DIRECTORS
This time is set aside for Directors and members of the general public to address any item not on the Agenda which is within the subject matter jurisdiction of the Board. No action or discussion shall be taken on any item presented except that any Director may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Santa Cruz METRO will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. Any Director may place matters brought up under Oral and Written Communications on a future agenda. In accordance with District Resolution 69-2-1, speakers appearing at a Board meeting shall be limited to three minutes in his or her presentation. Any person addressing the Board may submit written statements, petitions or other documents to complement his or her presentation. 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.
- 4-1. CORRESPONDENCE REGARDING THE RESTORATION OF BUS SERVICE TO BIG BASIN REDWOODS STATE PARK
Brenda G. Holmes, Felton, CA; Sarah Rabkin, Soquel, CA; Nancy B. Macy, Ben Lomond, CA; Peter Beckmann, Corralitos, CA
5. LABOR ORGANIZATION COMMUNICATIONS
6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

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SANTA CRUZ METRO BOARD OF DIRECTORS
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CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one motion. All items removed will be considered later in the agenda. The Board Chair will allow public input prior to the approval of the Consent Agenda items.

- 7-1. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT GRANT APPLICATIONS AND SIGN NECESSARY AGREEMENTS FOR FUNDING THROUGH THE DEPARTMENT OF TRANSPORTATION'S AND/OR FEDERAL TRANSPORTATION ADMINISTRATION'S GRANTS PROGRAMS
- 7-2. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT GRANT APPLICATIONS AND SIGN NECESSARY AGREEMENTS FOR FUNDING THROUGH CALTRANS-ADMINISTERED GRANTS PROGRAMS
- 7-3. CONSIDERATION OF AGREEMENT WITH THE SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE-NIGHT SERVICE
- 7-4. CONSIDERATION OF DECLARING ONE (1) LOT OF TWO-WAY RADIOS AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION
- 7-5. CONSIDERATION OF AWARD OF CONTRACT WITH BROWN ARMSTRONG ACCOUNTANCY CORPORATION FOR FINANCIAL AUDIT AND TAX SERVICES IN AN AMOUNT NOT TO EXCEED \$116,250
- 7-6. CONSIDERATION OF REJECTING ALL BIDS RECEIVED FOR THE PURCHASE AND DELIVERY OF TWENTY-TWO PASSENGER WAITING SHELTERS AND AUTHORIZE STAFF TO REQUEST NEW BIDS
- 7-7. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DBA TIRE DISTRIBUTION SYSTEMS, INC. FOR THE PURCHASE OF REVENUE AND NON-REVENUE TIRES IN AN AMOUNT NOT TO EXCEED \$225,000
- 7-8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH MISSION LINEN & UNIFORM SERVICE FOR UNIFORM, FLAT GOODS AND LAUNDRY SERVICES IN AN AMOUNT NOT TO EXCEED \$20,000
- 7-9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH EVERGREEN OIL, INC. FOR INDUSTRIAL WASTE DISPOSAL AND INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES IN AN AMOUNT NOT TO EXCEED \$25,000

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SANTA CRUZ METRO BOARD OF DIRECTORS
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- 7-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH GP STRATEGIES, CORP. FOR PROVIDING A PROGRAMMABLE LOGIC CONTROLLER AND ADDITIONAL SCOPE TO MOBILIZE LNG TANK INSTALLATION FOR THE FUEL & SERVICE BUILDING COMPONENT OF THE METROBASE PROJECT IN AN AMOUNT OF \$100,000.00
- 7-11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO SIGN AN AGREEMENT TO PARTICIPATE IN A STATE CONTRACT UNDER THE WESTERN STATE CONTRACTING ALLIANCE AGREEMENT 1907 AND PARTICIPATING ADDENDUM BETWEEN SPRINT SOLUTIONS AND THE STATE OF OREGON NUMBER 2607 FOR THE PURPOSE OF OBTAINING WIRELESS SERVICES FOR THE TICKET VENDING MACHINES
- 7-12. CONSIDERATION OF METROBASE STATUS REPORT
- 7-13. ACCEPT & FILE MONTHLY BUDGET STATUS REPORTS YEAR TO DATE AS OF JANUARY 31, 2013
- 7-14. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JANUARY 2013
- 7-15. APPROVE MINUTES OF FEBRUARY 8 AND FEBRUARY 22, 2013 BOARD OF DIRECTORS MEETINGS
- 7-16. ACCEPT & FILE MINUTES FROM METRO ADVISORY COMMITTEE MEETING OF FEBRUARY 20, 2013
- 7-17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH RAYMUNDO ENGINEERING COMPANY, INC. FOR ARCHITECT AND ENGINEERING SERVICES FOR THE SECOND LNG TANK AND EQUIPMENT INSTALLATION AT 1200B RIVER STREET IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$10,000

REGULAR AGENDA

- 8. CONSIDERATION OF ESTABLISHING BOARD OF DIRECTORS RECRUITMENT TASK FORCE FOR THE PURPOSE OF SEEKING CANDIDATES FOR THE POSITIONS OF GENERAL MANAGER AND/OR ASSISTANT GENERAL MANAGER
Presented by Daniel Dodge, Chair
- 9. REVIEW AND ACCEPT PROPOSED SUMMER 2013 SERVICE CHANGES
Presented by Erich Friedrich, Sr. Transit Planner
- 10. CONSIDERATION OF ELIMINATING THE SANTA CRUZ ARM AND ADOPTING THREE POINT MOBILITY SECUREMENT STATIONS ON FUTURE BUS BUILDS
Presented by Ciro Aguirre, Operations Manager

**AGENDA
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11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
Presented by Leslyn K. Syren, District Counsel
12. COMMUNICATIONS REGARDING CLOSED SESSION
13. ORAL ANNOUNCEMENT

The next regularly scheduled Board meeting will be held Friday, April 26, 2013 at 8:00 a.m. at the Watsonville City Council Chambers, 275 Main Street, Watsonville, California.

SECTION II: CLOSED SESSION - Immediately following Open Session

CONFERENCE WITH LEGAL COUNSEL - Potential litigation:
(Pursuant to Government Code section 54956.9(b)(3)(B))

SECTION III: RECONVENE TO OPEN SESSION

14. REPORT OF CLOSED SESSION: District Counsel
15. ADJOURNMENT

Adjourn to the next Board of Directors meeting.

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day. The agenda packet and materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at www.scmtd.com subject to staff's ability to post the document before the meeting.



Mountain Parks
FOUNDATION

preserving the legacy of our Redwood forests

RECEIVED

2013 APR 1 PM 1 32

SANTA CRUZ METRO
ADMIN DEPARTMENT

March 29, 2013

The Board of Directors
Santa Cruz METRO
c/o Administrative Services Coordinator
110 Vernon Street
Santa Cruz, CA 95060

RE: Restoration of Bus Service to Big Basin Redwoods State Park

Dear Board Members,

We are writing to reiterate our support of restoring bus service to Big Basin Redwoods State Park. This service provides the opportunity for local residents and out-of-town visitors, including many from other countries, to experience our oldest state park *without having to use a car*. Over 600,000 people visit Big Basin each year to enjoy its ancient redwoods, camping opportunities, scenic backpacking routes and more than 80 miles of hiking trails and magnificent waterfalls.

The bus ride itself, traveling from coastal Santa Cruz up through Scotts Valley and its rare Sandhills habitat, through the San Lorenzo Valley and finally into the majestic redwood forest of Big Basin forms an educational and relaxing experience for riders.

It is also worth mentioning that restoration of bus service, along with effective promotion of its use, will benefit our environment through the reduction of greenhouse gases in our atmosphere.

Mountain Parks Foundation joins with our community to strongly urge that bus service be restored to Big Basin Redwoods State Park.

Sincerely,

Brenda G. Holmes
Executive Director

4-1.1

Sarah Rabkin • 4257 Fairway Drive • Soquel, CA 95073-3004

RECEIVED

The Board of Directors
Santa Cruz Metro
110 Vernon Street
Santa Cruz, CA 95060

2013 APR 1 AM 10 06

SANTA CRUZ METRO
ADMIN DEPARTMENT

Dear Santa Cruz Metro Board of Directors:

I have recently learned of the campaign to reinstate the Big Basin bus route and am writing in enthusiastic support of that goal.

One of my happiest memories from the first month I spent in Santa Cruz, three decades ago, is of taking my UCSC dorm charges (I had a residential staff position) on an all-day field trip using public transportation. We rode the bus up to Big Basin park headquarters, hiked down to the coast at Waddell Beach, caught the bus down Route 1 to western Mission Street for pizza at the Upper Crust, and hopped on the bus once more to return to campus. It was a wonderful way to introduce incoming students to the richness, beauty, and navigability of their new home ground.

I repeated that outing with later student groups and with friends—marveling at the wisdom of the municipal transportation planners who had envisioned and implemented a public bus route that was at once exceptionally scenic and eminently practical.

I understand that the Big Basin route was cut to help address a budget shortfall, and I know these are hard times. But I urge you to find a way to prioritize the revival of this particular route. It seems to me that with a bit of judiciously placed publicity, it could become a much-celebrated gem in the system—drawing both community members and out-of-town visitors, and becoming a poster child, if you will, for the pleasures of public transportation in service of economical, sustainable recreation.

As a longtime Santa Cruz County resident and a believer in public transportation, I am thrilled at the prospect that we may get this bus route back. Please be in touch with me (831-475-7548; srabkin@ucsc.edu) if I can do anything as a citizen supporter to help you make it happen.

Sincerely,



Sarah Rabkin
Freelance writer & editor
Part-time lecturer, UCSC Environmental Studies
www.sarahrabkin.com

4-1.2

**THE VALLEY WOMEN'S CLUB
ENVIRONMENTAL COMMITTEE FOR THE SLV**



WATERSHED FESTIVAL
FROM THE MOUNTAINS TO THE SEA
RECEIVED
2013 APR 2 PM 2 10

The Board of Directors
Santa Cruz Metro
110 Vernon Street
Santa Cruz, CA 95060

3/29/13
SANTA CRUZ CALIFORNIA
ADMIN DEPARTMENT

Dear Members of the Board,

The Valley Women's Club just celebrated its 35th anniversary of community action, awareness and leadership in environmental, educational, social, and political concerns that affect the health and welfare of the San Lorenzo Valley and our community. Transportation is an important concern we share with all the residents in this area and bus transportation is a crucial part of the economic wellbeing of this area.

We are in strong support of Staff's recommendation to restore the bus service to both routes to Big Basin State Park. These popular bus routes have strong support by both local and County residents, and by visitors to Big Basin from out of the area (and out of the country).

We commend your Staff for their thorough examination of the benefits and costs, and we join them in support restoration of these services.

Thank you for considering our recommendation.

Sincerely,

Nancy B. Macy, Chair

THE VALLEY WOMEN'S CLUB ENVIRONMENTAL COMMITTEE FOR THE SLV
P.O. Box 574 • BEN LOMOND CA 95005
831.338.6576
EMAIL: NBBM@CRUZIO.COM
WWW.VWCWEB.ORG

4-1.3

Peter Beckmann
29 Crow Ave
Corralitos
CA 95076

To:

Santa Cruz Metro
Board of Directors

I am in strong support to re-instate
the Big Basin bus service.

Thanks for your consideration

A handwritten signature in black ink, consisting of a stylized, cursive name followed by a long horizontal flourish.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Tove Beatty, Grants/Legislative Analyst

SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT GRANT APPLICATIONS AND SIGN NECESSARY AGREEMENTS FOR FUNDING THROUGH THE DEPARTMENT OF TRANSPORTATION'S AND/OR FEDERAL TRANSPORTATION ADMINISTRATION'S GRANTS PROGRAMS

I. RECOMMENDED ACTION

That the Board of Directors consider adopting a Resolution authorizing the General Manager to submit grant applications and sign necessary agreements for funding through the Department of Transportation's and/or Federal Transportation Administration's grants programs.

II. SUMMARY OF ISSUES

- Throughout the year, the Department of Transportation (DOT) and/or the Federal Transportation Administration (FTA) release many opportunities to apply for grant funding.
- Not all DOT and FTA grants programs require individualized Board Resolutions to accompany the application.
- Many grants programs will accept a generic resolution authorizing the General Manager to submit applications and sign agreements.
- This Resolution is good for one (1) year from the date of signature unless a new or interim General Manager replaces the General Manager to whom the Resolution refers and/or the Board of Directors rescinds the Resolution.
- Authorizing the attached Resolution will allow the General Manager to apply for and execute contracts with the DOT and/or FTA for grants funds.

III. DISCUSSION

The Department of Transportation and/or Federal Transportation Administration release several grants opportunities every year. In the past, Santa Cruz METRO staff has prepared a separate Staff Report and Board Resolution for each grants program, though not all programs which are applied for require a specific Resolution. Staff recommends

authorizing a generic Resolution allowing the General Manager to apply for and sign agreements related to DOT and/or FTA grants programs' funds. In addition to decreasing the time required to prepare Staff Reports and Board Resolutions, a non-specific Resolution allows the General Manager and staff to provide DOT and/or FTA with required paperwork on a timely basis, instead of having to incorporate the Board of Directors' meeting schedule into often challenging grants' submission deadlines.

This non-specific FTA Resolution is good for one (1) year or until the General Manager who has been authorized is no longer with the agency or until such time as the Board of Directors rescinds the Resolution for any reason. Staff also keeps the Board apprised of grants and related issues through regular monthly reports.

The attached Board Resolution authorizes the General Manager to submit applications and sign agreements with the Department of Transportation and/or the Federal Transportation Administration for their grants program funds.

IV. FINANCIAL CONSIDERATIONS

The financial considerations of each grants program will be incorporated into either a specific Staff Report and Board Resolution related to a specific Department of Transportation or Federal Transportation Administration grants program, or through regular reporting to the Board of Directors on grants-related activity and status.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Apply for and Sign Agreements for Federal Funding through the Department of Transportation's and/or Federal Transportation Administration's Grants Program Funds

ATTACHMENT A

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

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING APPLICATIONS AND EXECUTION OF AGREEMENTS RELATED TO THE DEPARTMENT OF TRANSPORTATION'S AND FEDERAL TRANSPORTATION ADMINISTRATION'S GRANTS PROGRAM FUNDS

WHEREAS, the Santa Cruz Metropolitan Transit District frequently applies for Department of Transportation and/or Federal Transportation Administration funding opportunities through various grant programs; and

WHEREAS, the Board of Directors supports an aggressive approach to pursuing grants funding for Santa Cruz Metropolitan Transit District's current and future operational and capital funding needs; and

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to submit applications to Department of Transportation and/or Federal Transportation Administration grants programs for much-needed funding whenever such opportunities arise; and

WHEREAS, it is not always necessary or timely to prepare a specific Board Resolution for each individual grant program; and

WHEREAS, this Resolution will be good for one (1) year from the date of execution, or until such time there is a new General Manager and/or the Board rescinds this Resolution for any reason;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz Metropolitan Transit District is authorized to submit applications and sign all agreements necessary to obtain funding through the Department of Transportation's and/or Federal Transportation Administration's Grants Programs.

PASSED AND ADOPTED this 12th day of April, 2013 by the following vote:

AYES: Directors -

NOES: Directors -

ATTACHMENT A

Resolution No. _____

Page 2

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____
DANIEL DODGE
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

LESLYN SYREN
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Tove Beatty, Grants/Legislative Analyst

**SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION
AUTHORIZING THE GENERAL MANAGER TO SUBMIT
GRANT APPLICATIONS AND SIGN NECESSARY
AGREEMENTS FOR FUNDING THROUGH CALTRANS-
ADMINISTERED GRANTS PROGRAMS**

I. RECOMMENDED ACTION

That the Board of Directors consider adopting a Resolution authorizing the General Manager to submit grant applications and sign necessary agreements for funding through Caltrans-administered grants programs.

II. SUMMARY OF ISSUES

- Throughout the year, the Department of Transportation (DOT) and/or the Federal Transportation Administration (FTA) release many opportunities to apply for grant funding which are administered through the California Department of Transportation (Caltrans).
- Not all Caltrans-administered grants programs require individualized Board Resolutions to accompany the application.
- Many grants programs will accept a generic resolution authorizing the General Manager to submit applications and sign agreements.
- This Resolution is good for one (1) year from the date of signature unless a new or interim General Manager replaces the General Manager to whom the Resolution refers and/or the Board of Directors rescinds the Resolution.
- Authorizing the attached Resolution will allow the General Manager to apply for and execute contracts with Caltrans for grants funds.

III. DISCUSSION

The Department of Transportation and/or Federal Transportation Administration release several grants opportunities every year, many of which are administered through the state agency, the California Department of Transportation (Caltrans). In the past, Santa Cruz METRO staff has prepared a separate Staff Report and Board Resolution for each grants program, though not all programs which are applied for require a specific Resolution.

Staff recommends authorizing a generic Resolution allowing the General Manager to apply for and sign agreements related to Caltrans-administered grants programs' funds. In addition to decreasing the time required to prepare Staff Reports and Board Resolutions, a non-specific Resolution allows the General Manager and staff to provide Caltrans with required paperwork on a timely basis, instead of having to incorporate the Board of Directors' meeting schedule into often challenging grants' submission deadlines.

The last Resolution was signed on May 28, 2010, and was a three (3) year resolution. The current Resolution is good for one (1) year or until the General Manager who has been authorized is no longer with the agency or until such time as the Board of Directors rescinds the Resolution for any reason. Staff provides monthly reports to the Board of Directors regarding grants and related business to keep the Board informed on new and existing grant activities.

The attached Board Resolution authorizes the General Manager to submit applications and sign agreements with the California Department of Transportation (Caltrans) for their grants program funds.

IV. FINANCIAL CONSIDERATIONS

The financial considerations of each grant program will be incorporated in either a specific Staff Report and Board Resolution related to a specific Caltrans-administered grants program, or through regular reporting to the Board of Directors on grants-related activity and status.

V. ATTACHMENTS

Attachment A: Resolution Authorizing the General Manager to Apply for and Sign Agreements for Funding through Caltrans-administered Grants Program Funds, April 12, 2013

ATTACHMENT A

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

Resolution No. _____

On the Motion of Director: _____

Duly Seconded by Director: _____

The Following Resolution is Adopted:

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AUTHORIZING APPLICATIONS AND EXECUTION OF AGREEMENTS FOR FUNDING THROUGH CALTRANS-ADMINISTERED GRANTS PROGRAM FUNDS

WHEREAS, the Santa Cruz Metropolitan Transit District frequently applies for funding opportunities through various Caltrans-administered grant programs; and

WHEREAS, the Board of Directors supports an aggressive approach to pursuing grants funding for Santa Cruz Metropolitan Transit District's current and future operational and capital funding needs; and

WHEREAS, it is in the interest of the Santa Cruz Metropolitan Transit District to submit applications to Caltrans' grants programs for much-needed funding whenever such opportunities arise; and

WHEREAS, it is not always necessary or timely to prepare a specific Board Resolution for each individual grant program; and

WHEREAS, this Resolution will be good for one (1) year from the date of execution, or until such time there is a new General Manager and/or the Board rescinds this Resolution for any reason;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz Metropolitan Transit District is authorized to submit applications and sign all agreements necessary to obtain funding through Caltrans-administered grants programs.

PASSED AND ADOPTED this 12th Day of April, 2013 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

ATTACHMENT A

Resolution No. _____

Page 2

APPROVED _____

DANIEL DODGE
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

LESLYN SYREN
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Ciro Aguirre, Manager of Operations

SUBJECT: CONSIDERATION OF AGREEMENT WITH THE SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE-NIGHT SERVICE

I. RECOMMENDED ACTION

That the Board authorize the General Manager to enter into an agreement with the Santa Cruz Seaside Company to subsidize the operation of Late-Night Service on Route 71.

II. SUMMARY OF ISSUES

- METRO has operated a late-night trip on Route 71 that has been subsidized by the Seaside Company (Boardwalk) for a number of years.
- The Boardwalk agrees to pay the costs of the extra service that will operate from the Boardwalk.
- The service has been extremely successful and the Boardwalk is again interested in having METRO provide the service for the summer commencing June 06, 2013.

III. DISCUSSION

The Seaside Company (Boardwalk) has requested METRO to extend the starting point for the last Route 71 trip to include the Boardwalk for the summer of 2013. Their interest is due to the fact that a large number of their employees are young students living in Watsonville, and the METRO bus routes servicing the Boardwalk terminate service before the end of their employees evening shift. The Seaside Company has assured that METRO would not incur costs by agreeing to fund the cost of the route extension.

The service has been provided in previous years during summer, and again, would be provided through the entire summer bid. The service will operate for 98days, from June 06 to September 11, 2013. The Boardwalk requires the late service for less than that period, but they have agreed to fully underwrite the cost of the service extension to the Beach area for the entire bid.

The total cost for the service is estimated at \$2,000.

Board of Directors

Page 2

April 12, 2013

Staff recommends that the METRO Board of Directors authorize the General Manager to enter into a contract with the Seaside Co. (Boardwalk) to provide Late Night Service for the Summer Bid period.

IV. FINANCIAL CONSIDERATIONS

There is no financial impact on METRO as the Boardwalk is paying for the full cost of the extension for the entire bid.

V. ATTACHMENTS

Attachment A: March 25, 2013 Letter from Santa Cruz Seaside Company



March 25, 2013

Ciro Aguirre
Manager of Operations
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Re: 2013 Request for Late Night Transit Service on Route 71 to Watsonville for the Summer

Dear Ciro,

Please take the Santa Cruz Seaside Company request for late night service to Watsonville for the summer of 2013 to the Santa Cruz Metropolitan Transit District Board. The Santa Cruz Seaside Company will sign another Agreement of Transit Service between the Santa Cruz Metropolitan Transit District (SCMTD) and the Santa Cruz Seaside Company for the summer bus service to connect our employees to the Metro Center for late night service on route 71.

We understand that the contract will be set at \$2,000 for the 2013 summer season. Our employees use the service, as do other beach area business employees. We appreciate the Transit District responding to our company and other beach area employer's needs.

Sincerely,

A handwritten signature in blue ink that reads "Kathryn L. Deagen". The signature is fluid and cursive.

Kathryn L. Deagen
Director of Human Resources

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
**SUBJECT: CONSIDERATION OF DECLARING ONE (1) LOT OF TWO-WAY
RADIOS AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION**

I. RECOMMENDED ACTION

That the Board of Directors declare one (1) lot of two-way radios as excess for purposes of disposal or auction and direct staff to use appropriate action for disposal.

II. SUMMARY OF ISSUES

- In accordance with Santa Cruz METRO's policy on disposal of fixed assets and inventoriable items, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- One (1) lot of two-way radios has exceeded its useful life and is no longer required by Santa Cruz METRO.
- Staff recommends that the Board of Directors declare the above item as excess and direct staff to use appropriate action for disposal.

III. DISCUSSION

In accordance with Santa Cruz METRO's policy on disposal of fixed assets and inventoriable items, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.

One (1) lot of two-way radios has exceeded its useful life and is no longer required by Santa Cruz METRO.

Staff recommends that the Board of Directors declare the item on **Attachment A** as excess and direct staff to use appropriate action for disposal.

The current gross market value of the two-way radio equipment is approximately \$0 as it is in poor condition. These two-way radios are no longer able to transmit or receive, and are no longer permitted to be used per Federal Communications Commission (FCC) mandated changes.

IV. FINANCIAL CONSIDERATIONS

The current book value on the two-way radios is \$0. Metro's current land mobile radio vendor (Day Wireless) has agreed to dispose of these radios to support environmentally sound recycling of these materials as well as to remove them from the remote chance of ending up in public use.

V. ATTACHMENTS

Attachment A: Excess Asset Listing – as of April 12, 2013

Prepared by: Debbie Kinslow, Assistant Finance Manager

Date Prepared: August 10, 2012

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013
TO: Board of Directors
FROM: Erron Alvey, Purchasing Agent
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH BROWN ARMSTRONG ACCOUNTANCY CORPORATION FOR FINANCIAL AUDIT AND TAX SERVICES IN AN AMOUNT NOT TO EXCEED \$116,250

I. RECOMMENDED ACTION

Authorize the General Manager to execute a contract with Brown Armstrong Accountancy Corporation for Financial Audit and Tax Services in an amount not to exceed \$116,250 and designate Debbie Kinslow, Assistant Finance Manager, as Contract Administrator.

II. SUMMARY OF ISSUES

- Santa Cruz METRO requires financial audit and tax services from an Independent Certified Public Accountanting firm.
- A formal request for proposals was conducted to solicit proposals from qualified firms.
- Five (5) firms submitted proposals for Santa Cruz METRO's review.
- A three-member evaluation committee comprised of Santa Cruz METRO staff reviewed and evaluated the proposals, and is recommending an award to Brown Armstrong Accountancy Corporation.

III. DISCUSSION

State law requires that Santa Cruz METRO undergo an audit of their financial statements on an annual basis. The statements are to be prepared in accordance with generally accepted accounting principles and must be audited in accordance with generally accepted auditing standards by a firm of Certified Public Accountants licensed to practice in the State of California. The standards for financial and compliance audits are contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the provisions of the Single Audit Act of 1984 (with amendment in 1996) and OMB Circular A-133 ("Audits of State, Local Governments, and Non-Profit Organizations"). Additional requirements include a separate audit report to indicate Santa Cruz METRO's compliance, as outlined by Section 6667 of Articles 5.5 of the California Administrative Code, with the Transportation Development Act (TDA), including Public Utility Code Section 99245; and compliance with all statutes related to

the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA) funding held and received during the year.

On January 28, 2013, Santa Cruz METRO Request for Proposal No. 13-22 was mailed to twenty-one (21) firms and was legally advertised. In addition, a notice was posted on Santa Cruz METRO's website and a GovDelivery notice was sent to subscribers. On February 28, 2013, proposals were received and opened from five (5) firms. A list of these firms is provided in Attachment A. A three-member evaluation committee comprised of Angela Aitken, Finance Manager, Debbie Kinslow, Assistant Finance Manager, and Lorraine Bayer, Accountant II, reviewed and evaluated the proposals.

The evaluation committee used the following criteria as contained in the Request for Proposals:

Criteria	Priority
Contractor's Experience with Transit System Audits	1
Ability to Finish Work By Deadline	2
Use of Experienced Professional Audit Staff	3
Cost Proposal	4
Contractor's Experience with Governmental Audits	5
Overall Responsiveness and Approach	6

The evaluation committee is recommending that a three-year contract with two one-year options be established with Brown Armstrong Accountancy Corporation for Financial Audit and Tax Services in an amount not to exceed \$116,250 with Debbie Kinslow, Assistant Finance Manager, to serve as the Contract Administrator. Contractor will provide all services meeting all Santa Cruz METRO specifications and requirements of the contract, and the Contract Administrator will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

Funds to support this contract are included in the Finance Department FY14-FY16 budget.

V. ATTACHMENTS

Attachment A: List of Responding Firms

Attachment B: Contract with Brown Armstrong Accountancy Corporation

Note: The RFP, along with its Addendum, is available for review at the Administration Office of Santa Cruz METRO.

Attachment A



Responding Firms for RFP No. 13-22

Financial Audit and Tax Services

Received February 28, 2013 by 5:00 PM

Baker Tilly Virchow Krause, LLP	Ten Terrace Court	Madison	WI	53718
Brown Armstrong Accountancy	4200 Truxtun Avenue, Suite 300	Bakersfield	CA	93309
James Marta & Company	701 Howe Avenue, E-3	Sacramento	CA	95825
OUM & Company, LLP	465 California Street, Suite 700	San Francisco	CA	94104
Vavrinek, Trine, Day & Co., LLP	260 Sheridan Avenue, Suite 440	Palo Alto	CA	94306

Attachment B

PROFESSIONAL SERVICES CONTRACT FOR FINANCIAL AUDIT AND TAX SERVICES (13-22)

THIS CONTRACT is made effective on May 1, 2013 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("Santa Cruz METRO"), and BROWN ARMSTRONG ACCOUNTANCY CORPORATION ("Contractor").

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

1.02 Santa Cruz METRO's Need for Financial Audit and Tax Services

Santa Cruz METRO has the need for Financial Audit and Tax Services. In order to obtain these services, Santa Cruz METRO issued a Request for Proposals, dated January 28, 2013, 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 Financial Audit and Tax Services and whose principal place of business is 4200 Truxtun Avenue, Suite 300, Bakersfield CA 93309. Pursuant to the Request for Proposals by Santa Cruz METRO, Contractor submitted a proposal for Financial Audit and Tax Services, which is attached hereto and incorporated herein by reference as Exhibit B

1.04 Selection of Contractor and Intent of Contract

On April 2, 2013, Santa Cruz METRO selected Contractor as the offeror whose proposal was most advantageous to Santa Cruz METRO to provide the Financial Audit and Tax Services described herein. This Contract is intended to fix the provisions of these services.

Santa Cruz METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit A

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated January 28, 2013.

B. Exhibit B (Contractor's Proposal)

Contractor's Proposal to Santa Cruz METRO for Financial Audit and Tax Services, signed by Contractor and dated February 28, 2013.

2.02 Conflicts

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

2.03 Recitals

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

3. 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 of the General Conditions to the Contract.

3.01.02 CONTRACTOR - The Contractor selected by Santa Cruz METRO for this project in accordance with the Request for Proposals issued January 28, 2013.

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 January 28, 2013.

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 **three (3)** years and shall commence upon the execution of the contract by Santa Cruz METRO.

At the option of Santa Cruz METRO, this contract agreement may be renewed for two (2) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

Santa Cruz METRO shall compensate Contractor in an amount not to exceed the all-inclusive maximum price for each year, which is as follows: fiscal year 2013 - \$37,750, fiscal year 2014 - \$38,750 and fiscal year 2015 - \$39,750. Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of Santa Cruz METRO's written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$116,250 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 Santa Cruz METRO 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 Santa Cruz METRO (or any grantor of Santa Cruz METRO, 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 Santa Cruz METRO 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.

Santa Cruz METRO

Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

Brown Armstrong Accountancy Corporation
4200 Truxton Avenue, Suite 300
Bakersfield, CA 93309

Attention: Steven R. Starbuck, CPA, Principal
sstarbuck@bacpas.com
(661) 324-4971

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 _____

Santa Cruz METRO – SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR – BROWN ARMSTRONG ACCOUNTANCY CORPORATION

By _____
Steven R. Starbuck, CPA, Principal

Approved as to Form:

Leslyn Syren
Santa Cruz METRO Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Erron Alvey, Purchasing Agent

SUBJECT: CONSIDERATION OF REJECTING ALL BIDS RECEIVED FOR THE PURCHASE AND DELIVERY OF TWENTY-TWO PASSENGER WAITING SHELTERS AND AUTHORIZE STAFF TO REQUEST NEW BIDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors reject all bids received for the purchase and delivery of twenty-two passenger waiting shelters and direct the Purchasing Agent to process a new invitation for bids with revised approved shelter manufacturers.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms for the purchase and delivery of twenty-two passenger waiting shelters.
- Four firms submitted bids for Santa Cruz METRO's review.
- Staff performed the required public bid opening on March 14, 2013.
- It was noted that one of the firm's that submitted a timely request for an approved equal did not submit a bid.
- Upon investigation, it was determined that Santa Cruz METRO did not respond with its approval in a timely manner enabling the submission of a bid from this firm.
- In order to avoid a bid protest and to be fair to all potential bidders, staff is recommending that the Board of Directors reject all bids received, and direct the Purchasing Agent to process a new invitation to bid with revised approved shelter manufacturers.

III. DISCUSSION

The Facilities Maintenance department has funds in its capital budget in order to replace aging passenger waiting shelters and install shelters at new locations. On February 7, 2013, Santa Cruz METRO's Invitation for Bid No. 13-26 was mailed and was legally advertised. On March 14, 2013, bids were received and opened from four manufacturers. Staff publicly opened the bids as

required by state and federal regulations. Upon review of the bids, it was noted that one firm who submitted an approval equal request before the deadline did not submit a bid. Upon investigation, it was determined that Santa Cruz METRO did not respond with its approval enabling the submission of a bid from this firm. In order to be fair to all potential bidders and avoid the possibility of any pre-award or post-award protests, staff decided to stop the evaluation of the bids received and request they be rejected.

As provided in the terms and conditions of the IFB, Santa Cruz METRO's Board of Directors has the right to accept or reject any or all bids received for any reason. Staff is recommending that the Board of Directors reject all bids received and direct the Purchasing Agent to reissue a new Invitation for Bids with revised bid specifications.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Erron Alvey, Purchasing Agent

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DBA TIRE DISTRIBUTION SYSTEMS, INC. FOR THE PURCHASE OF REVENUE AND NON-REVENUE TIRES IN AN AMOUNT NOT TO EXCEED \$225,000

I. RECOMMENDED ACTION

Authorize the General Manager to execute a contract renewal for a one-year contract extension with Bridgestone Americas Tire Operations, LLC DBA Tire Distribution Systems, Inc. for the purchase of revenue and non-revenue tires in an amount not to exceed \$225,000.

II. SUMMARY OF ISSUES

- Santa Cruz METRO has a need to provide tires for both revenue and non-revenue vehicles.
- Santa Cruz METRO has a contract with Bridgestone Americas Tire Operations, LLC DBA Tire Distribution Systems, Inc. ("Tire Distribution Systems, Inc.") for purchase and delivery of both revenue and non-revenue tires.
- This contract was established on May 13, 2011 for a one-year period with four optional one-year extensions.
- The current contract approved by the Board of Directors will expire on May 12, 2013.
- Tire Distribution Systems, Inc. has requested no changes for the new contract period.
- Tire Distribution Systems, Inc. has performed its duties very well under this contract and therefore, a one-year contract extension with no changes is recommended.

III. DISCUSSION

Santa Cruz METRO has a contract with Tire Distribution Systems, Inc. for purchase and delivery of revenue and non-revenue tires that is due to expire on May 12, 2013. Per Ray Scargill, Supervisor of Parts/Materials, over the past year, the quality of service provided by Tire Distribution Systems, Inc. has been excellent, noting that the deliveries continue to be on time and that the orders have all been accurate. Tire Distribution Systems, Inc. has reviewed the contract and requested no changes for the new contract period.

Staff recommends that Santa Cruz METRO exercise the option for a one-year contract extension with Tire Distribution Systems, Inc. in an amount not to exceed \$225,000. Staff further recommends that the Board of Directors authorize the General Manager to sign a one-year contract extension on behalf of Santa Cruz METRO. Robert Cotter, Maintenance Manager, will serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

This contract has a total not to exceed of \$305,795. Additional funds in an amount of \$225,000 are requested for approval at this time. The new contract total not to exceed would be \$530,795.

Funds to support this contract are included in the Fleet Maintenance FY12 & FY13 Tires & Tubes budget.

Fleet Maintenance has recently taken responsibility for the ParaCruz fleet maintenance, which include the purchase of tires. Operating funds were transferred from ParaCruz's operating budget to Fleet Maintenance's operating budget for this purpose.

V. ATTACHMENTS

- Attachment A:** Renewal letter from Tire Distribution Systems, Inc.
- Attachment B:** Contract Amendment with Tire Distribution Systems, Inc.

Attachment A



Tire Distribution Systems, Inc.

1144 TERVEN AVE.
SALINAS, CA. 93901
831-783-1565

3/25/2013

Erron Alvey
Purchasing Agent
Santa Cruz Metro
110 Vernon St.
Santa Cruz, CA. 95060

RE: Contract No-11-10 tires

Please accept this as our letter of intent to extend the contract for the new term of May13, 2013 through May 12, 2014.

Pricing in the tire raw materials chain have stabilized. We do not expect any significant increases for the new period. If they do arise; we will contact you in writing well in advance.

Thank you for your business and your loyalty.



Jon Oser
Manager
TDS / Bridgestone

7-7.a1

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FOURTH AMENDMENT TO CONTRACT NO. 11-10 FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES

This Fourth Amendment to Contract No. 11-10 for purchase of revenue and non-revenue tires is made effective May 13, 2013 between the Santa Cruz Metropolitan Transit District (“Santa Cruz METRO”), a political subdivision of the State of California and Bridgestone Americas Tire Operations, LLC DBA Tire Distribution System, Inc. (“Contractor”).

I. RECITALS

1.1 Santa Cruz METRO and Contractor entered into a Contract for purchase of revenue and non-revenue tires (“Contract”) on May 13, 2011.

1.2 Santa Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual consent.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TIME OF PERFORMANCE

2.1 Article 3.02 is amended to include the following language:

This Contract shall continue through May 12, 2014. This Contract may be mutually extended by written agreement of both parties.

III. COMPENSATION

3.1 Article 4.01 is amended to include the following language:

The total amount payable under this Fourth Amendment is \$225,000. The new Contract total not to exceed is \$530,795. Contractor understands and agrees that if he/she exceeds the \$530,795 maximum amount payable under this contract, that it does so at its own risk.

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

Signed on _____

Santa Cruz METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DBA TIRE DISTRIBUTION
SYSTEMS INC.

By _____
John McErlane
President

Approved as to Form:

Leslyn Syren
Santa Cruz METRO Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Erron Alvey, Purchasing Agent

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH MISSION LINEN & UNIFORM SERVICE FOR UNIFORM, FLAT GOODS AND LAUNDRY SERVICES IN AN AMOUNT NOT TO EXCEED \$20,000

I. RECOMMENDED ACTION

Authorize the General Manager to execute a contract renewal for a one-year contract extension with Mission Linen & Uniform Service for Uniform, Flat Goods and Laundry Services in an amount not to exceed \$20,000.

II. SUMMARY OF ISSUES

- Santa Cruz METRO has a contract with Mission Linen & Uniform Service for uniform, flat goods and laundry services.
- This contract was established on May 1, 2009 for a one-year period with four optional one-year extensions. This is the final option to extend.
- The current contract approved by the Board of Directors will expire on April 30, 2013.
- Mission Linen & Uniform Service has requested a renewal of the contract without any changes to the rates for the new contract period.

III. DISCUSSION

Santa Cruz METRO has a contract with Mission Linen & Uniform Service for furnishing uniforms, flat goods, and laundry services that is due to expire on April 30, 2013. Per Robert Cotter, Maintenance Manager, over the past year, the quality of service provided by Mission Linen & Uniform Service has been good. There were a few performance issues over the last year that were addressed and have been satisfactorily resolved. Mission Linen & Uniform Service has reviewed the contract and has requested a one-year contract extension without any changes to the rates for the new contract period.

Staff recommends that Santa Cruz METRO exercise the option for a one-year contract extension with Mission Linen & Uniform Service for an amount not to exceed \$20,000. Staff further recommends that the Board of Directors authorize the General Manager to execute a one-year contract extension on behalf of Santa Cruz METRO. Robert Cotter, Maintenance Manger, will continue to serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

This contract has a total not to exceed \$68,000. Additional funds in an amount of \$20,000 are requested for approval at this time. The new contract total not to exceed would be \$88,000.

Funds to support this contract are included in the ParaCruz, Facilities Maintenance, and Fleet Maintenance FY13 & FY14 Uniforms and Laundry budgets.

V. ATTACHMENTS

Attachment A: Letter from Mission Linen & Uniform Service.

Attachment B: Contract Amendment with Mission Linen & Uniform Service

Attachment A



**Mission
Linen Supply**
MISSION LINEN & UNIFORM SERVICE

315 Kern St
Salinas, Ca. 93905
831 424-1707

April 1, 2013

Erron Alvey
Santa Cruz Metropolitan Transit District
110 Vernon St
Santa Cruz, Ca 95060

Re: Contract for furnishing Uniforms, Flat Goods and Laundry Services (09-15)

Dear Ms Alvey:

At this time (Mission Linen Supply) would like to extend the above contract for an additional one year period with no modifications We also would like to take this moment to thank you for your continued patronage If you have any questions or comments you can contact me by phone at 831 424-1707 or my e-mail address fkostner@missionlinen.com

Sincerely,

A handwritten signature in cursive script that reads "Fred Kostner".

Fred Kostner
General Manager

7-8.a1

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FOURTH AMENDMENT TO CONTRACT NO. 09-15 FOR UNIFORM, FLAT GOODS AND LAUNDRY SERVICE

This Fourth Amendment to Contract No. 09-15 for Uniform, Flat Goods and Laundry Service is made effective May 1, 2013 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“Santa Cruz METRO”) and MISSION LINEN & UNIFORM SERVICE. (“Contractor”).

I. RECITALS

1.1 Santa Cruz METRO and Contractor entered into a Contract for Uniform, Flat Goods and Laundry Service (“Contract”) on May 1, 2009.

1.2 The Contract allows for the extension upon mutual written consent.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TERM

2.1 Article 3.02 is amended to include the following language:

This Contract shall continue through April 30, 2014.

III . COMPENSATION

3.1 Article 4.01 is amended to include the following language:

Upon written acceptance, METRO agrees to pay Contractor as identified in the Bid Form, Exhibit B, not to exceed \$20,000 for satisfactory completion of all work under the terms and provisions of this Contract Amendment within thirty (30) days thereof. Contractor understands and agrees that if he/she exceeds the \$20,000 maximum amount payable under the term of this Contract Amendment, that it does so at its own risk.

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

Signed on _____

Santa Cruz METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
MISSION LINEN & UNIFORM SERVICE

By _____
Fred Kostner
General Manager

Approved as to Form:

Leslyn Syren
Santa Cruz METRO Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Erron Alvey, Purchasing Agent

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH EVERGREEN OIL, INC. FOR INDUSTRIAL WASTE DISPOSAL AND INDUSTRIAL WASTE EMERGENCY RESPONSE SERVICES IN AN AMOUNT NOT TO EXCEED \$25,000

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a one-year contract extension with Evergreen Oil, Inc. for industrial waste disposal and industrial waste emergency response services in an amount not to exceed \$25,000.

II. SUMMARY OF ISSUES

- Santa Cruz METRO has a contract with Evergreen Oil, Inc. for industrial waste disposal and industrial waste emergency response services.
- This contract was established on May 1, 2009 for a one-year period with four optional one-year extensions. This is the fourth and final option to extend.
- The current contract approved by the Board of Directors will expire on April 30, 2013.
- Evergreen Oil, Inc. has requested a renewal of the contract without any changes to the rates for the new contract period.

III. DISCUSSION

Santa Cruz METRO has a contract with Evergreen Oil, Inc. for industrial waste disposal and industrial waste emergency response services that is due to expire on April 30, 2013. Per Robert Cotter, Maintenance Manager, over the past year, the quality of service provided by Evergreen Oil, Inc. has been acceptable. Evergreen Oil, Inc. has reviewed the contract and has requested a one-year contract extension without any changes to the rates for the new contract period.

Staff recommends that Santa Cruz METRO exercise the option for a one-year contract extension with Evergreen Oil, Inc. for an amount not to exceed \$25,000. Staff further recommends that the Board of Directors authorize the General Manager to execute a one-year contract extension on behalf of Santa Cruz METRO. Robert Cotter, Maintenance Manger will continue to serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

This contract has a total not to exceed \$130,000. Additional funds in an amount of \$25,000 are requested for approval at this time. The new contract total not to exceed would be \$155,000.

Funds to support this contract are included in the Facilities Maintenance FY13 & FY 14 Hazardous Waste Disposal budget.

V. ATTACHMENTS

Attachment A: Letter from Evergreen Oil, Inc.

Attachment B: Contract Amendment with Evergreen Oil, Inc.

Attachment A



Evergreen Holdings, Inc.

2415 CAMPUS DRIVE, SUITE 225, IRVINE, CA 92612

TEL: 949-757-7770 • FAX: 949-757-7751

MEMO

DATE: April 4, 2013

TO: Santa Cruz Metro

FROM: William Scottini

RE: Renewal Request

Evergreen wishes to renew their contract No. 09-11 with Santa Cruz Metro. We currently have management that are out of the office. We plan to sign the Amendment # 4 sometime next week.

If there are any questions feel free to call me.

Thank you.

William E. Scottini CFO

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FOURTH AMENDMENT TO CONTRACT NO. 09-11 FOR HAZARDOUS INDUSTRIAL WASTE DISPOSAL AND INDUSTRIAL WASTE EMERGENCY SERVICES

This Fourth Amendment to Contract No. 09-11 for Hazardous Industrial Waste Disposal and Industrial Waste Emergency Response Services is made effective May 1, 2013 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“Santa Cruz METRO”) and EVERGREEN OIL, INC. (“Contractor”).

I. RECITALS

1.1 Santa Cruz METRO and Contractor entered into a Contract for Service for Hazardous Industrial Waste Disposal and Industrial Waste Emergency Response Services (“Contract”) on May 1, 2009.

1.2 The Contract allows for the extension upon mutual written consent.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TERM

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through April 30, 2014.

III . COMPENSATION

3.1 Article 5.01 is amended to include the following language:

Santa Cruz METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by Santa Cruz METRO. Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of Santa Cruz METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$25,000 maximum amount payable under the term of this Contract Amendment, that it does so at its own risk.

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

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

Signed on _____

Santa Cruz METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
EVERGREEN OIL, INC.

By _____
Maarten Voogd
Vice President

Approved as to Form:

Leslyn Syren
Santa Cruz METRO Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager & I.T. Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH GP STRATEGIES, CORP. FOR PROVIDING A PROGRAMMABLE LOGIC CONTROLLER AND ADDITIONAL SCOPE TO MOBILIZE LNG TANK INSTALLATION FOR THE FUEL & SERVICE BUILDING COMPONENT OF THE METROBASE PROJECT IN AN AMOUNT OF \$100,000.00.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract amendment with GP Strategies, Corp. for providing a Programmable Logic Controller and additional scope to mobilize LNG tank installation for the Fuel & Service Building component of the MetroBase Project in an amount of \$100,000.00.

II. SUMMARY OF ISSUES

- On February 24, 2012, the Board of Directors approved a contract with United Industries Group, Inc. for purchase of a 15,000 gallon vertical LNG storage tank for an amount not to exceed \$311,731.00.
- On June 8, 2012, the Board of Directors approved a contract with GP Strategies Corporation for the installation of the 2nd LNG Fuel Storage Tank in an amount not to exceed \$576,336.00.
- On February 8, 2013, the Board of Directors approved a contract amendment with United Industries Group, Inc. to extend the contract for a three month period.
- METRO requested GP Strategies to provide extra mobilization to install the 2nd LNG Fuel Storage Tank and received a proposal of not to exceed \$13,388.00.
- METRO staff has communicated with Northstar, Inc owned by Clean Energy Fuels Corporation in regards to providing the Programmable Logic Controller programming for the Fuel & Service Building.
- Clean Energy Fuels Corporation will not provide the programming due to proprietary access to their system.
- METRO staff requested GP Strategies Corporation to provide a new Programmable Logic Controller and provide the programming to METRO when complete in an amount not to exceed \$75,674.06.

- METRO staff recommends the Board of Directors to authorize the General Manager to execute a contract amendment with GP Strategies, Corp. for providing a Programmable Logic Controller and additional scope to mobilize LNG tank installation for the Fuel & Service Building component of the MetroBase Project in and amount of \$100,000.00.

III. DISCUSSION

On February 24, 2012, the Board of Directors approved a contract with United Industries Group, Inc. (United Industries) for purchase of a 15,000 gallon vertical LNG storage tank for an amount not to exceed \$311,731.00. On June 8, 2012, the Board of Directors approved a contract with GP Strategies Corporation (GP Strategies) for the installation of the 2nd LNG Fuel Storage Tank in an amount not to exceed \$576,336.00. On February 8, 2013, the Board of Directors approved a contract amendment with United Industries to extend the contract for a three month period. Due to the difficulties with United Industries, the delivery of the LNG tank has shifted and does not correlate with the timeframe GP Strategies scheduled. METRO requested GP Strategies to provide extra mobilization to install the 2nd LNG Fuel Storage Tank and received a proposal of not to exceed \$13,388.00. Proposal includes travel two workers and crane rental for installation with coordination with United Industries delivery of the 2nd LNG fuel storage tank.

In regards to the installation scope for GP Strategies, GP Strategies need to have access to the Programmable Logic Controller (PLC) programming. The PLC is needed to control all the fuel activities at Fuel & Service Station. Northstar, Inc (Northstar) owned by Clean Energy Fuels Corporation (Clean Energy) installed the original LNG fuel system at the Fuel & Service Building. METRO staff has communicated Clean Energy with in regards to providing the PLC programming and Clean Energy will not provide the programming due to proprietary access to their system. To resolve the stalemate, METRO staff requested GP Strategies Corporation to provide a new Programmable Logic Controller and provide the programming to METRO when complete. GP Strategies provided the mentioned scope in an amount not to exceed \$75,674.06. Proposal includes PLC, programming, testing, installation, commissioning, and coordination Clean Energy to continue monitoring the LNG fuel per Clean Energy's contract.

Staff recommends the total amount to have a contingency of \$10,937.94 to expedite any critical changes that arise in the project that requires GP Strategies to make changes beyond their scope of work.

METRO staff recommends the Board of Directors to authorize the General Manager to execute a contract amendment with GP Strategies, Corp. for providing a Programmable Logic Controller and additional scope to mobilize LNG tank installation for the Fuel & Service Building component of the MetroBase Project in and amount of \$100,000.00.

IV. FINANCIAL CONSIDERATIONS

Funds for the 2nd LNG Fuel Storage Installation component of the MetroBase Project are available with the funds METRO has secured for the Project.

V. ATTACHMENTS

Attachment A: NONE

Prepared By: Frank L. Cheng, Project Manager & I.T. Manager

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager & I.T. Manager

SUBJECT: **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO SIGN AN AGREEMENT TO PARTICIPATE IN A STATE CONTRACT UNDER THE WESTERN STATE CONTRACTING ALLIANCE AGREEMENT 1907 AND PARTICIPATING ADDENDUM BETWEEN SPRINT SOLUTIONS AND THE STATE OF OREGON NUMBER 2607 FOR THE PURPOSE OF OBTAINING WIRELESS SERVICES FOR THE TICKET VENDING MACHINES.**

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to sign an agreement to participate in a state contract under the Western State Contracting Alliance Agreement 1907 and participating addendum between Sprint Solutions and the State of Oregon Number 2607 for the purpose of obtaining wireless services for the ticket vending machines.

II. SUMMARY OF ISSUES

- Santa Cruz METRO uses Ticket Vending Machines to provide Santa Cruz METRO tickets and passes.
- Ticket Vending Machines require a network connection.
- Sprint Solutions, Inc. has provided the ability to participate in an Oregon State contract.
- Staff recommends that the Board of Directors authorize the General Manager to sign an agreement to participate in a state contract under Western State Contracting Alliance Agreement 1907 and participating addendum between Sprint Solutions and the State of Oregon Number 2607.

III. DISCUSSION

Santa Cruz METRO uses Ticket Vending Machines to provide Santa Cruz METRO tickets and passes. Ticket Vending Machines require a network connection. Sprint Solutions, Inc. has provided the ability to participate in an Oregon State contract. Sprint Solutions require that Santa Cruz METRO provide a funding documentation whereby Santa Cruz METRO shall pay charges incurred for the period of time the units are active with Sprint Solutions, Inc. Termination of service will not occur unless a written notice is submitted by METRO. The terms and conditions

are on Attachment B (Western State Contracting Alliance Agreement S1532 dated April 12, 2012) and Attachment C (Western State Contracting Alliance Participating Addendum between Sprint Solutions, Inc. and the State of Oregon, Participating State Contract Number 2607).

Staff has reviewed the documents and included the Federal Transit Administration Third Party Contract Terms and Conditions for Sprint Solutions to abide for mutual concurrence.

Staff recommends that the Board of Directors authorize the General Manager to sign an agreement to participate in a state contract under Western State Contracting Alliance Agreement 1907 and participating addendum between Sprint Solutions and the State of Oregon Number 2607.

IV. FINANCIAL CONSIDERATIONS

Funds are available in METRO's operating budget.

V. ATTACHMENTS

Attachment A: Santa Cruz METRO Funding Document

Attachment B: Western State Contracting Alliance Agreement S1523 dated April 12, 2012

Attachment C: Western State Contracting Alliance Participating Addendum between Sprint Solutions, Inc. and the State of Oregon (Participating State Contract Number: 2607)

Prepared By: Frank L. Cheng, Project Manager & I.T. Manager

April 8, 2013

Santa Cruz METRO
Leslie White, General Manager
110 Vernon Street
Santa Cruz, CA 95060
831-426-6080
lwhite@scmttd.com

Dear **Public Sector Contracts Manager**,

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907** dated April 12, 2012 and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the State of Oregon (Participating State Contract Number: 2607)**.

Billing Account Numbers: [395473175]

I, **Leslie White**, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for Santa Cruz METRO; (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the State of Oregon (Participating State Contract Number: 2607)**; and (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the Santa Cruz METRO.

Furthermore, I certify the Santa Cruz METRO (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the Santa Cruz METRO acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The Santa Cruz METRO agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

Santa Cruz METRO is required to include the Federal Transit Administration Third Party Contract Terms and Conditions (FTA_TPCTC) (see Attachment A) as part of this contract. This Funding Document is acceptable with the inclusion of the FTA_TPCTC and agreement by Sprint that it will abide by them.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

7-11.a1

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter “Lead State”)**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter “Contractor”)
And
STATE OF WASHINGTON
(hereinafter “Participating State”)
T12-MST-685

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1. **Scope/Background:** Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the “Master Service Agreement”).

This Participating Addendum (the “Addendum”), dated the date the last party signs (“Effective Date”), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized to utilize the Master Service Agreement. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. **Participation:**

(a) Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

(b) **INDIVIDUAL CUSTOMER:** Each State agency, political subdivision and authorized non-profit, acting as a Buyer, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each Buyer will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each Buyer will be responsible for their own charges, fees, and liabilities. Each Buyer will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Buyer individually.

3. **Participating State Modifications or Additions to Master Service Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating State.)

A. **Changes to the Master Service Agreement.** The following changes are made to the terms of the Master Service Agreement:

- 1) The following sentence is added to the end of Section 12, “Notwithstanding the foregoing, Participating Entities may remit payment by mail or other methods mutually acceptable to the Parties.

7-11.b1

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
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SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

STATE OF WASHINGTON
(hereinafter "Participating State")

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- 2) The following sentences are hereby **deleted** from Section 17, Delivery:
The minimum shipment amount will be found in Attachment CC. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice.
- 3) The period of retention set forth in Section 20.c. will be six (6) years.
- 4) Section 23, Limited Liability, subsection (ii) is amended to read as follows:
"ii. In no event is Contractor, Participating State, Participating Entity or Buyer liable to each other for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by WSCA, a Participating Entity, a Buyer or any other end user in connection with this Contract."
- 5) The following paragraph is added to the end of Section 30, Assignment/Delegation:
DES may assign this Addendum to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Participating State of any of its duties and obligations hereunder.
- 6) In the first sentence of Section 32, Patents, Copyrights, Etc., "Buyers under the State of Washington's Participating Addendum," is inserted after "Lead State,".

B. Changes to Attachment AA. The following changes are made to the terms of the Attachment AA – Contractor's Special Terms and Conditions:

- 1) The following is added to the end of Section 7, Use of Name, Service Marks, Trademarks:
The award of this Addendum to Contractor is not in any way an endorsement of Contractor or Contractor's products by Participating State or any Buyer and shall not be so construed by Contractor in any advertising or other publicity materials except as agreed to in writing by Participating State or the applicable Buyer. Contractor agrees to submit to Participating State or a Buyer under the State of Washington Participating Addendum, all advertising, sales promotion, and other publicity materials relating to this Addendum or any Products or Services furnished by Contractor wherein the name of Participating State or such Buyer is mentioned. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of Participating State or applicable Buyer prior to such use.
- 2) The following is added to the end of Section 9.1, Nondisclosure: "Notwithstanding anything to the contrary herein, Participating State provides information technology

7-11.b2

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
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SPRINT SOLUTIONS, INC.

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STATE OF WASHINGTON
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services to Buyers as required under RCW 43.19, as amended. Confidential Information provided hereunder may be used (but not disclosed in violation of this provision) by Participating State in providing these services to the extent necessary to provide the services. Contractor acknowledges and agrees that such use is acceptable under this Addendum, subject the Participating State's compliance with applicable State and Federal law."

- 3) The following is added to end of Section 10.1, Unauthorized Access / Hacking: "Sprint represents and warrants that its Network security meets or exceeds industry security standards."

- C. **Administrative Fee.** As of the Effective Date, and subject to and conditioned upon the terms and conditions of the Master Service Agreement, including but not limited to Attachment AA, Section 3.2.3.2, the Participating State may earn an administrative fee for Buyers that make purchases pursuant to this Addendum equal to 1% ("State Admin Fee") of the CL Wireless Spend.

The State Admin Fee will be calculated each calendar quarter based on the CL Wireless Spend during the previous invoice cycle and shall be due 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). The State Admin Fee will be issued to the Participating State in the form of a check sent to the following address: 1500 Jefferson Street SE, Olympia, WA 98504. If Contractor incorrectly pays Admin Fee to the Participating State, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. The Participating State's right to earn, and Contractor's obligation to collect and pay to Participating State, the State Admin Fee ceases as of the effective date that (1) the Addendum has expired; or (2) the Addendum has been terminated (before expiration) by either party. The Participating State shall be entitled to receive the State Admin Fee through the effective date of termination.

- D. **Summary Report.** Contractor will provide a Quarterly Summary Report ("Summary Report") on a quarterly basis 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). The Summary Report shall identify:
 - 1) This Participating Addendum number;
 - 2) The month in which the CL Wireless Spend occurred;
 - 3) Each Buyer, identified by state, local or educational entity, making purchases during the reporting quarter;
 - 4) The CL Wireless Spend (excluding tax) for each Buyer;
 - 5) The State Admin Fee for each Buyer;

7-11.b3

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016**

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SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907
(hereinafter "Contractor")

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STATE OF WASHINGTON
(hereinafter "Participating State")

T12-MST-685

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- 6) The total sum of all CL Wireless Spend (excluding tax) for all Buyers for the quarter; and
- 7) The total amount of the State Admin Fee for the quarter.

Summary Reports will be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@dis.wa.gov

- E. **Usage Report.** Contractor shall also provide reports on the usage of the Services acquired under this Addendum ("Usage Report"). For all Buyers and devices for which Contractor provided Services at any point during the Usage Report period, the Usage Report shall identify:
- a. The name of each Buyer purchasing Services from Contractor;
 - b. If different from a., the name of each account holder;
 - c. Each device phone or ID number for which Contractor provided Services;
 - d. A description of the device type;
 - e. Average monthly usage data during the Usage Report period for the following:
 - i. Minutes used;
 - ii. Amount of data downloaded; and
 - iii. Number of texts sent and received.
 - f. The annual expense associated with each phone or device based on the average monthly charges during the Usage Report period.

The Usage Reports shall be due on a quarterly basis in accordance with the schedule set forth in Section 3.D., above.

Usage Reports will be submitted electronically, in either Microsoft Word or Excel format, via email to: mcadmin@dis.wa.gov.

- F. **Failure to Remit Reports/Fees.** Failure of Contractor to remit the Summary Report together with the State Admin Fee may be considered a failure to perform on the part of Contractor, which may result in Participating State terminating this Participating Addendum with Contractor in accordance with Section 21 of the Master Service Agreement.
- G. **Washington Public Records Act.** Contractor acknowledges that Participating Entities under this Addendum are subject to chapter 42.56 RCW and that this Addendum shall be a public record as defined in chapter 42.56 RCW. Any specific information that is claimed by Contractor to be confidential information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, Participating Entities under this Addendum shall maintain the confidentiality of all such information marked confidential information. If a public disclosure request is made to view Contractor's confidential information, the requested Buyer

7-11.b4

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016**

Administered by the State of Nevada (hereinafter "Lead State")

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SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

STATE OF WASHINGTON
(hereinafter "Participating State")

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will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, such Buyer will release the requested information on the date specified.

- H. **Service Plan Price List.** In addition to any other Product or Service price list submitted to Participating State, Contractor will provide a price list for cellular services (voice and/or data) using the template attached to this Addendum as Exhibit B. Contractor will provide an updated Service Plan Price List each time there is a change in the plans being offered by Contractor and available for purchase under this Addendum, including but not limited to any change in features, included minutes or data limits, or any change in recurring or overage or additional charges.
- I. **Rebates.** Under no circumstances may refund or rebate incentives be given to individuals for CL Account purchases. Any refunds or rebates and related forms must be issued to the Buyer at the address specified on the Purchase Order.
- J. **Marketing.** Contact information for individual end users of the Services, including without limitation, names, addresses, email addresses and telephone numbers, shall not be used for the purposes of marketing non-contracted products or services outside the Total Service Relationship, either by Contractor or third parties, without the explicit consent of such end users.

4. [Purposely Left Blank.]

5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

7-11.b5

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
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Contractor

Name	Ellen Braun
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	425-518-2390
Fax	425-278-2001
E-mail	Ellen.Braun@sprint.com

Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

Participating State

Name	Sylvia Sammons
Address	1500 Jefferson Street SE Olympia, Washington 98504-1408
Telephone	360-407-8226
Fax	360-407-9174
E-mail	Sylvia.Sammons@DES.WA.Gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders or Sprint Approved funding documents will be in accordance with and subject to WSCA Master Service Agreement #1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); (3) an acknowledgement by each non-State entity Buyer that by purchasing under this Addendum the Buyer agrees to allow Contractor to provide the State with Buyer's CPNI; and (4) Purchase order amount.

All invoices will contain the following mandatory language: (1) Buyer's name, address and Order Number; (3) Contractor name, address, phone number, and Federal Tax Identification Number; (4)

7-11.b6

**PARTICIPATING ADDENDUM
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Nevada Contract Number: 1907
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And

STATE OF WASHINGTON
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description of Products, including quantity ordered; (5) description of Services provided; (6) date(s) of purchase of Products or Services; (7) price for each item; (8) total purchase price; (9) discount for E-rate, if applicable; (10) applicable taxes; (11) other applicable charges; (12) total invoice amount; and (13) payment terms including any available prompt payment discounts.

8. Price Agreement Number:

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State contract number: T12-MST-685 and the Lead State price agreement number: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

10. Sprint Approved Funding Document: The Sprint Approved Funding Document ("Funding Document") is attached hereto as Exhibit A. As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers to provide the Funding Document.

7-11.b7

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016**

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907
(hereinafter "Contractor")

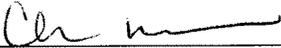
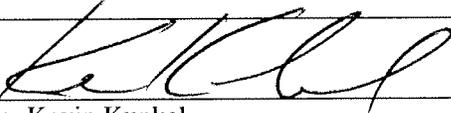
And

STATE OF WASHINGTON
(hereinafter "Participating State")

T12-MST-685

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

STATE OF WASHINGTON:	SPRINT SOLUTIONS, INC.:
By: 	By: 
Name: Christine Warrack	Name: Kevin Kunkel
Title: Chief Procurement Officer	Title: Regional Vice President
Date: 11/5/12	Date: 10/9/12

Sprint — Approved as to Legal Form
KAC - 9 Oct 2012

EXHIBIT A – FUNDING DOCUMENT

[INSERT TEMPLATE BELOW TO BUYER/ENTITY LETTERHEAD]

<Date>

<Agency Name>
<Contracting Officer or Authorized POC- insert Name & Title>
<Street Address>
<City>, <State> <ZIP Code>
<Insert Phone Number>
<Email>

Dear <Insert Sprint Sales Rep Name>.

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907**, dated _____, and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the State of Washington**.

Billing Account Numbers: [Insert List of Sprint Billing Account Numbers]

I, _____, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for [Insert Agency Name]; (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the State of Washington**; (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the [Insert Agency Name]; and (4) Sprint is authorized to provide account information (including CPNI) to the State of Washington.

Furthermore, I certify the [Insert Agency Name] (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the [Insert Agency Name] acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The [Insert Agency Name] agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between the Western States Contracting Alliance
Acting by and through the State of Nevada

Department of Administration, Purchasing Division
515 E Musser Street, Room 300
Carson City, NV 89701
Contact: Teri Smith, Purchasing Officer
Phone: (775) 684-0178 • Fax: (775) 684-0188
Email: tsmith@purchasing.state.nv.us

and

Sprint Solutions, Inc.
as contracting agent for the affiliated Sprint and Nextel entities providing the Products and Services
12502 Sunrise Valley Drive
Reston, VA 20196
Mailstop: VARESA0208
Contact: Michaela Clairmonte - Manager, Contract Negotiations & Management
Phone: (703) 433-8581 • Fax: (703) 433-8798
Email: michaela.clairmonte@sprint.com

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance ("WSCA") is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

The State of Nevada has been authorized by WSCA to negotiate a Master Agreement as Lead State, for and on behalf of WSCA and its Members.

In consideration of the above premises, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. REQUIRED APPROVAL. This Contract shall not become effective until and unless approved by the Western States Contracting Alliance Directors.

2. DEFINITIONS.

"WSCA" means the Western States Contracting Alliance.

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“State” and/or “Lead State” means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307.

“Participating State(s)” means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this Contract, or who have executed a Participating Addendum.

“Participating Entity” means a state, or other legal entity authorized by a state, that is authorized to enter and does enter into a Participating Addendum under this Contract. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract, subject to the review of the Chief Procurement Official of the State in which the potential Participating Entity is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.

“Buyer” means any WSCA Participating State, a Participating Entity, any authorized agency or political subdivision of a Participating State, or any authorized non-profit entity that makes a purchase under this contract, either pursuant to its own Participating Addendum or by making purchasing under another entity’s Participating Addendum. Unless specifically prohibited by State law, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under this Contract or make purchases under this Contract pursuant to another entity’s Participating Addendum, subject to the review of the Chief Procurement Official of the State in which the potential Buyer is located. Issues of interpretation and eligibility for participation shall be determined by the applicable State Chief Procurement Official.

“Contract” means this Master Service Agreement for Services of Independent Contractor, together with all documents incorporated herein.

“Contractor” and/or “Contracting Agency” means a person or entity that performs services and/or provides goods for WSCA or a Participating Entity under the terms and conditions set forth in this Contract.

“Solicitation” means RFP #1907 incorporated herein as Attachment BB.

“Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.

3. CONTRACT TERM. This Contract shall be effective upon WSCA Directors’ approval as set forth on the signature page of this Contract, to October 31, 2016 (“Initial Term”), with the option to extend for an additional two (2) years beyond the Initial Term at the discretion of the Lead State or as determined in the best interest of the Lead State and WSCA, subject to mutual written acceptance of the parties, unless sooner terminated by either party as specified in paragraph (4) or paragraph (21). Lead State shall provide Contractor with notice of its intent to exercise the extension at least 90 days prior to the expiration of the Initial Term. Each Participating Addendum executed in connection with this Contract shall be effective from its corresponding effective date. A Participating Addendum shall not exceed the term or scope of this Contract.

4. CANCELLATION OF CONTRACT FOR CONVENIENCE; NOTICE. Unless otherwise stated in the special terms and conditions, any Contract entered into as a result of the Solicitation may be canceled for convenience by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel for convenience its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating Entity to indemnification by the Contractor, Contractor’s rights of payment for

goods/services delivered and accepted, WSCA's rights to payment of administrative fees through the effective date of cancellation (but not for periods after the effective date of cancellation or termination), and each party's rights attending any warranty or default in performance in association with any order. Cancellation of the Contract due to default of either party shall be in accordance with Section 21 herein. (b) Notice. All notices must be in writing. Notices required under this Agreement must be submitted in writing to the party's address for notice listed in this Agreement or an Order and, in the case of a dispute, notices must also be sent to:

Sprint: Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive Reston, VA 20196	Customer: Attn: Teri Smith, Purchasing Officer Department of Administration 515 E Musser Street, Room 300 Carson City, NV 89701
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5. INCORPORATED DOCUMENTS; ORDER OF PRECEDENCE. The Contract consists of this document entitled Master Service Agreement, together with the following incorporated documents: Contractor's Special Terms and Conditions, the Solicitation, the Contractor's Response. To participate in the Contract each Participating Entity must do so pursuant to a Participating Addendum either as a signatory thereto or as an eligible Buyer under the applicable Participating Addendum. The parties acknowledge and agree that each Participating Addendum executed in accordance herewith incorporates the terms and conditions of the Contract, and that the corresponding Participating Entities will be bound to the terms and conditions of that Participating Addendum and the Contract.

In the event of any conflict between the terms and conditions of any of the documents comprising, related to, or participating in the Contract, the following order of precedence will control:

1. The applicable Participating Addendum;
2. The Master Service Agreement;
3. The Contractor's Special Terms and Conditions (Attachment AA);
4. The Solicitation (Attachment BB);
5. The Contractor's Response (Attachment CC);

Neither the Special Terms and Condition, nor any purchase order(s) issued under the Contract shall contradict or supersede any terms and conditions in the Contract without written evidence of mutual assent to such change(s) between Contractor and the Lead State.

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract.

6. RESERVED

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. RESERVED

9. BID SPECIFICATIONS. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment AA, have been clearly indicated by Contractor in its response, incorporated herein as Attachment CC; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

10. RESERVED

11. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at the cost for each service as set forth in the Contractor's Special Terms and Conditions (Attachment AA). WSCA does not guarantee to purchase any amount under this Contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which early payment discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. Neither WSCA nor the Lead State is liable for any costs incurred by the bidder in proposal preparation.

12. PAYMENT. Payment is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail or payments may be made via a Buyer's "Purchasing Card."

13. TAXES. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State or Participating Entity is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor agrees to be responsible for payment of any government obligations relating to Contract performance that are owed to Lead State or a Participating Entity that are not paid by Contractor's subcontractors during performance of this Contract. The Lead State Nevada may set-off against consideration due any delinquent government obligation in accordance with applicable law, including, but not limited to NRS 353C.190.

(a) Taxes Not Included. Contractor's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Additional information on the taxes, fees, charges, and surcharges collected by Contractor is posted on the Rates and Conditions Website (<http://www.sprint.com/ratesandconditions>).

(b) Withholding Taxes. Notwithstanding any other provision of this Agreement, if a jurisdiction in which Customer conducts business requires Customer to deduct or withhold separate taxes from any

amount due to Contractor, Customer must notify Contractor in writing. Contractor will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Contractor will not be less than the amount Contractor would have received without the required deduction or withholding.

(c) **Tax Exemptions and Exclusions.** Contractor will recognize and honor all validly and properly issued and executed tax exemption certificates delivered by Customer and statutory exemptions and will not bill Customer for any such exempted taxes. Customer will not be responsible for payment of Contractor's direct income and employment taxes.

14. **FINANCIAL OBLIGATIONS OF PARTICIPATING STATES.** Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Unless otherwise provided by state law or in a Participating Addendum, States incur no financial obligations on behalf of political subdivisions that are Participating Entities under this Contract. Unless otherwise specified in the Solicitation or the Participating Addendum, the resulting award(s) will be permissive.

15. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. **REPORTS, WSCA ADMINISTRATIVE FEE.** As more fully described in the Solicitation and Response and in accordance with the Contractor's Special Terms and Conditions (Attachment AA), the Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating Entity. This information will be utilized in computing and verifying the administrative fee payable to WSCA. Contractor shall pay an administrative fee of 1/10th of 1% (one-tenth of one percent) of the total wireless spend to WSCA.

17. **DELIVERY.** The prices bid shall be the delivered price to any Buyer. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in Attachment CC. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. **HAZARDOUS CHEMICAL INFORMATION.** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. **INSPECTIONS.** Goods furnished under this Contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to correct them without charge. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part.

20. **INSPECTION & AUDIT.**

a. **Books and Records.** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP)

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full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, during Contractor's normal business hours, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, upon reasonable prior written notice, by the following entities, (at such entities' sole cost and expense): WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives, and the authorized equivalent agencies of a Participating State or Participating Entity (collectively the "Auditing Authorities."). All subcontracts shall reflect requirements of this paragraph. Due to the highly sensitive and proprietary nature of Contractor's records, any third party auditor action on behalf of one or more of the Auditing Authorities shall be subject to prior approval by Contractor, and the third party auditor may be required at Contractor's sole discretion to execute the Contractor's standard non-disclosure agreement prior to examining, inspecting, copying or auditing Contractor's records. Such non-disclosure agreement shall not prohibit disclosure to or the Auditing Authorities or discussion between the third party auditor and the Auditing Authorities for the purpose of complying with section. Records available for audit shall be limited to records for the period of time since the auditing entity last performed an audit of that type of records. An audit by or on behalf of WSCA does not preclude a Participating Entity from performing its own audit.

c. **Period of Retention.** All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if Contractor has received prior written notice that any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when Contractor has been provided prior written notice that an audit is scheduled or is in progress, for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. **CONTRACT TERMINATION; REMEDIES.** Any of the following events shall constitute cause to declare a default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. The non-defaulting party shall issue a written notice of default providing a period in which the defaulting party shall have an opportunity to cure. The defaulting party shall be allowed thirty (30) calendar days to cure a default before this Contract is terminated for default, unless the default poses a substantial risk to human health or safety, in which case a commercially reasonable shorter cure period may be set by the non-defaulting party (which shall be no less than five (5) business days). In the event the default poses an imminent and substantial risk to human health or safety, the non-defaulting party may suspend use or operation of the products and services before the time for cure has expired. Time allowed for cure shall not diminish or eliminate the defaulting party's liability for damages. If the default remains, after the defaulting party has been

provided the opportunity to cure, the non-defaulting party may do one or more of the following: (1) exercise any remedy provided by law or by the terms of this Contract; (2) terminate this contract and any related contracts or portions thereof; and/or (3) WSCA may suspend Contractor from receiving future bid solicitations.

22. REMEDIES NOT EXCLUSIVE. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. The Lead State and any Participating State may set off consideration against any unpaid obligation of Contractor to that State or any of its departments, agencies or political subdivisions, to the extent allowed by law, including, for the Lead State, a setoff in accordance with NRS 353C.190.

23. LIMITED LIABILITY. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment by the Lead State or any of its agencies pursuant to a Participating Addendum entered into by the Lead State under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 125% of the contract maximum "not to exceed" value between Contractor and the applicable individual Buyer; provided, however, that if no "not to exceed" value is specified then Contractor's maximum liability shall be one million dollars (\$1,000,000). Contractor's tort liability shall not be limited, except for the following limitations, which limitations shall apply to any claims or causes of action, whether based on contract, in tort, or based on any other legal theory:

i. For any claims whatsoever arising from or related to service disruption, regardless of the causes ("Service Disruption"), Contractor's sole liability is limited to a credit allowance equal to the proportionate charge to the Buyer for the period of the Service Disruption. Service Disruptions do not include unavailability of the Service during periods of scheduled or unscheduled network maintenance.

ii. In no event is Contractor liable for any consequential, special, incidental, indirect, exemplary or punitive damages, nor for lost profits, loss of business, loss of data, loss of use, or lost savings or increased cost of operations, sustained by WSCA, a Participating Entity, a Buyer or any other end user in connection with this Contract.

24. FORCE MAJEURE. Neither party to this Contract shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

25. INDEMNIFICATION.

25.1 Contractor's Obligations to WSCA. To the fullest extent permitted by law, Contractor shall indemnify and defend, not excluding the Lead State's right to participate, the Lead State and/or WSCA from and against all third party claims for damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, relating to personal injury, death or damage to tangible personal

property that resulted from the negligence or willful misconduct of Contractor, its officers, employees and authorized agents.

25.2 Contractor's Obligations to Participating Entities (excluding authorized non-profit entities).

The Contractor shall indemnify and defend Participating Entities and their officers, agencies and employees, from and against all third party claims for damages, losses and expenses, including reasonable attorney's fees, relating to personal injury, death or damage to tangible personal property that resulted from the negligence or willful misconduct of the Contractor, its officers, employees and authorized agents. Notwithstanding anything in this Contract to the contrary, Contractor's indemnification obligations with respect to Participating Entities that are authorized non-profit entities (and such Participating Entities indemnification obligations with respect to Sprint) shall be as set forth in Section 11 of Attachment AA.

25.3 Exception. Contractor will not be liable for damages that are the result of negligence or willful misconduct by WSCA, the Participating Entities, and/or their respective employees, officers, agencies and authorized agents.

26. INSURANCE SCHEDULE. Unless expressly waived in writing by the Lead State or Participating States, Contractor, as an independent contractor and not an employee of the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

Unless different or additional insurance is required pursuant to the terms of a Participating Addendum, Contractor agrees that the following insurance coverages and policy limits shall also apply to, and operate for the benefit of, each Participating Entity that participates in this Contract pursuant to a Participating Addendum.

Insurance Coverage: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the Lead State under the terms of this Contract.

Any insurance or self-insurance available to the Lead State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis.

Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

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Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

Commercial General Liability Insurance

- 1) Minimum Limits required:
 - \$2,000,000.00** General Aggregate
 - \$1,000,000.00** Products & Completed Operations Aggregate
 - \$1,000,000.00** Personal and Advertising Injury
 - \$1,000,000.00** Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Business Automobile Liability Insurance

- 1) Minimum Limit required: **\$Waived** Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

Professional Liability Insurance

- 1) Minimum Limit required: **\$ Waived** Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

Commercial Crime Insurance

Minimum Limit required: **\$Waived** Per Loss for Employee Dishonesty
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

General Requirements:

- a. RESERVED
- b. Waiver of Subrogation: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. Cross-Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. Deductibles and Self-Insured Retentions: Insurance maintained by Contractor may contain deductibles or self-insured retentions. Such deductibles or self-insured retentions shall not relieve

Contractor from the obligation to pay any loss or claim for which the Contractor is responsible under this Contract.

- e. Policy Cancellation: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled. Insurer shall provide notice of cancellation via mail to Certificate Holders.
- f. Approved Insurer: Each insurance policy shall be:
 - 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and
 - 2) Currently rated by A.M. Best as "A- VII" or better.

Evidence of Insurance:

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:

- 1) Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

Review and Approval: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this Contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all insurance documents required by this Contract to the Lead State identified on page one of the Contract. Additional insurance obligations may be imposed in Participating Addenda executed by Contractor and eligible Participating Entities. Any additional or different insurance documents required by a Participating Addendum shall be provided to the Participating Entity.

27. COMPLIANCE WITH LEGAL OBLIGATIONS. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract.

28. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. SEVERABILITY. If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

30. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by WSCA, the Lead State, or a Participating Entity, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Neither party shall assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

31. OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, customized computer code or other documents of any kind which are intended to be consideration under the Contract, and prepared or in the course of preparation by Contractor (or its subcontractors) specifically for WSCA in performance of its obligations under this Contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of WSCA. Unless otherwise specifically stated in this Contract, WSCA shall have no proprietary interest in any pre-existing works or materials, or in any materials licensed to WSCA for use that are subject to patent, trademark or copyright protection. WSCA acknowledges that Contractor sells identical Products and Services to other customers of Contractor, and WSCA agrees that all intellectual property rights in the Products and Services are retained by Contractor and/or Contractor's suppliers. Contractor is not precluded from developing for itself or for others, products, services or materials that are competitive with or similar to or derived from the Products and Services provided under this Contract, and Contractor shall be free to use its general knowledge skills and experience and any ideas, concepts, know-how and techniques within the scope of its business practices that are used in the course of providing the Products and services to WSCA or any Participating Entity. All materials required to be delivered to WSCA under this paragraph shall be delivered to the Lead State.

32. PATENTS, COPYRIGHTS, ETC. The Contractor shall release, indemnify and hold WSCA, the Lead State, and Participating States and their officers, agents and employees harmless from liability against third party claims that any of the Products or Services as provided by Contractor under this Contract infringe or violate any copyright, patent, tradename, trademark, trade secret, or other intellectual property rights. WSCA acknowledges and agrees that in connection with Sprint's indemnity obligations to WSCA for Products, Sprint may rely upon the indemnity being provided to Sprint by Sprint's third party suppliers for such Products. WSCA agrees to reasonably cooperate with Sprint and Sprint's third party suppliers in connection with the defense of the third party claims included in the indemnity obligations under this Agreement.

Contractor's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided by or requested by Customer; or (ii) Customer's continued use of infringing Products or Services after Contractor provides reasonable notice to

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Customer of the infringement. For any third party claim that Contractor receives, or to minimize the potential for a claim, Contractor may, at its option and expense, either: (A) procure the right for Customer to continue using the Products or Services; (B) replace or modify the Products or Services with comparable Products or Services; or (C) terminate the Products or Services. The provisions of this Section state the entire liability and obligations of Contractor and any of its affiliates or licensors, and the exclusive remedy of State, with respect to any actual or alleged infringement in whole or in part, of any patent, copyright, trade secret, trademark or other intellectual property right by the Products or Services.

33. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records. Information or documents provided in connection with a Participating Addendum shall be governed by the public records laws and practices of the Participating State or Participating Entity.

34. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise designated in writing as such. The foregoing restrictions on use and disclosure of confidential information do not apply to information that: (a) is in the possession of Contractor at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known, through no wrongful act or omission of the Contractor; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (d) is developed independently by the Contractor without reference to the confidential information; or (e) is required to be disclosed by law, regulation, or court or government order.

35. NONDISCRIMINATION. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This Contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:
- a. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
 - b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.
 - c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
37. LOBBYING. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
- a. Any federal, state, county or local agency, legislature, commission, council or board;
 - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
38. NON-COLLUSION. Contractor certifies that this Contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.
39. WARRANTIES.
- a. General Warranty. Contractor will perform all Services in a good and workmanlike manner consistent with accepted industry practice and in compliance with applicable laws and regulations. To the maximum extent possible, Contractor will pass through to Buyer all warranties available to Sprint for any Product(s) acquired hereunder.
 - b. Contractor does not manufacture Products and offers no warranty on any Products beyond the manufacturer's warranty provided directly from the manufacturer to the Buyer upon receipt of the Products. Except as, and then only to the extent, expressly provided in this Contract, Products and Services are provided "as is." Contractor disclaims all express or implied warranties and in particular disclaims all warranties of merchantability, fitness for a particular purpose, and warranties related to equipment, material, services, or software.
40. CONFLICT OF INTEREST. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of the Lead State or any WSCA Participating Entities to any

officer or employee of WSCA, the Lead State, or Participating Entities to secure favorable treatment with respect to being awarded this Contract.

41. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA, the Lead State, or any Participating Entity to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA, the Lead State, or any Participating Entity, except as expressly set forth herein.

42. POLITICAL SUBDIVISION PARTICIPATION. Participation under this Contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices set forth in this Contract and in the applicable Participating Addendum.

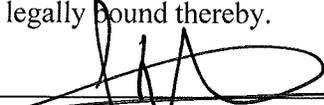
43. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by WSCA and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract. The construction and effect of any Participating Addendum or order against the Contract(s) shall be governed by and construed in accordance with the laws of the Participating State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State. Venue for any claim, dispute or action concerning an order placed against the Contract(s) or the effect of a Participating Addendum shall be in the Purchasing State or the laws of the State in which the applicable Participating Entity is located if such entity is not a State.

45. SIGNATURES IN COUNTERPART. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this contract. The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator. A WSCA Member State or another entity authorized to participate in this contract shall execute with the Contractor a Participating Addendum consistent with this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.



Independent Contractor's Signature
Paget L. Alves

4/9/12 _____
Date Chief Sales Officer
Independent's Contractor's Title



Greg Smith, Administrator, State of Nevada

APPROVED BY WSCA DIRECTORS
On 4/12/12
(Date)

Approved as to form by:



Deputy Attorney General for Attorney General

On 11 April 12
(Date)

Sprint — Approved
as to Legal Form
KAC — 5 April 2012



**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR WIRELESS COMMUNICATIONS SERVICES AND EQUIPMENT**

**Between
The State of Oregon, acting by and through
the Department of Administrative Services, State Procurement Office
and
Sprint Solutions, Inc.
Oregon Contract #2607**

This Participating Addendum (“Addendum”) will add the State of Oregon, acting by and through the Department of Administrative Services, State Procurement Office, as a Participating State to purchase from the WSCA Master Service Agreement, Number S1907 dated April 12, 2012, with Sprint Solutions, Inc. (“Contractor”). This Addendum is effective when fully executed by the Parties and all required State of Oregon approvals have been obtained (“Addendum Effective Date”)

1. Scope:

Unless otherwise defined, all capitalized terms in this Addendum have the meanings ascribed to them in the Master Service Agreement for Services of Independent Contractor effective April 12, 2012 between Contractor and the Lead State, on behalf of the Western States Contracting Alliance (WSCA) and NASPO Cooperative, #S1907 (“WSCA Master Agreement”).

The following are authorized Purchasing Entities under this Addendum: the State of Oregon and all state agencies, including the Department of Administrative Services, Procurement Services (“DAS PS”) and all state agencies under the purchasing authority of the Department of Administrative Services and all Independent State Agencies, and all members of the Oregon Cooperative Purchasing Program (“ORCPP”).

This Addendum is not exclusive. The State currently may have one or more price agreements for the Goods, Services, or both. Purchasing Entities may purchase Goods, Services, or both from Contractor or from any other contractor depending upon which contractor offers the best value to Purchasing Entity as set forth in OAR 125-246-0120(5), and Contractor may provide Goods, Services, or both to any third party.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the WSCA Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the WSCA Master Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

2. Changes:

Please see Exhibit No. 1 for Participating State Modification or Additions. These modifications or additions apply only to the Contracts and Purchase Orders entered into between Purchasing Entities and Contractor within the State of Oregon.

3. Lease Agreements: NONE

4. Primary Contacts /Contract Administrator:

The primary contact/individuals for this Addendum are:

State of Oregon:

Name: Lori Nordlien, State Procurement Analyst
Department of Administrative Services, State Services Division, State
Procurement Office
Address: 1225 Ferry Street SE, U 140
Salem, Oregon 97301
Phone: (503) 378-6781
Fax: (503) 378-1626
E-mail: lori.nordlien@state.or.us

Contractor:

Name: Kelley Stember
Address: See Secondary Contact below for correspondence. (If an address is needed,
use Sprint Contract Manager)
Phone: 503-449-3050
Fax: See Secondary Contact
E-mail: Kelley.K.Stember@sprint.com

Contractor (Secondary Contact):

Name: Michaela Clairmonte, Manager Contracts Negotiations
Address: 12502 Sunrise Valley Drive, Reston, VA 20196
MS VARESA0208, Reston, VA 20196
Phone: 703-433-8581
Fax: 703-433-8798
Email: Michaela.Clairmonte@sprint.com

5. Subcontractors: The following subcontractor(s) are authorized to perform services: Contractor's authorized dealers and business solution partners including any activation and/or ordering affiliates. Such authorized dealers, or business solution partners shall be thoroughly trained on the WSCA Master Agreement ordering and contracting process.

6. Price Agreement Number: All Contracts or Purchase Orders issued by Purchasing Entities within the jurisdiction of this Addendum must include WSCA Master Agreement number: 1907 and the Participating State/Participating Entity contract number: 2607.

7. Purchase Orders: All Purchasing Entities issuing valid Contracts or Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement. All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders will be in accordance with and subject to WSCA Contract # S1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); and (3) Purchase order amount.

8. INTENTIONALLY OMITTED

9. Vendor Collected Administration Fee: 1 % "to be calculated and paid in accordance with Section 6.2 of Exhibit No. 1 to this Addendum."

10. Entire Agreement: This Addendum and the WSCA Master Agreement, together with their respective attachments and exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject

matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the WSCA Master Agreement, together with their respective exhibits, will not be added to or incorporated into this Addendum or the WSCA Master Agreement and its exhibits, by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the WSCA Master Agreement and its exhibits will prevail and govern in the case of any such inconsistent or additional terms.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown in the Addendum is Contractor's correct taxpayer identification (Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.); (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; and (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon Tax Laws. (For purposes hereof, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.). Sprint operating companies doing business in the State of Oregon are not in violation of any Oregon transaction tax laws.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: **STATE OF OREGON**, acting by and through the Department of Administrative Services

By: Lori Nordlien

Name: Lori Nordlien

Title: State Procurement Analyst

Date: 9/27/12

Contractor: **SPRINT SOLUTIONS, INC.**

By: [Signature]

Name: KEVIN KONKEL

Title: Y.P.

Date: 9/26/12

Federal Tax Identification No. 47-0882463

Oregon Tax Identification No. _____

Approved:

By: As per email dated 9/20/12
Assistant Attorney General

Date: _____

Sprint — Approved as to Legal Form
KAC — 24 Sept 2012

EXHIBIT No. 1

Participating State Modifications or Additions to Master Agreement No. 1907
Oregon Contract #2607

1. Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits.

“Contract” or “Purchase Order” means the document submitted to Contractor by a Purchasing Entity that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to Purchasing Entity under the terms of the Master Agreement and this Addendum.

“DAS PS” means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services.

“Independent State Agency” means an agency, board, commission, department or subdivision of the State of Oregon with independent procurement authority pursuant to ORS 279A.050, 279A.170 or other provisions of applicable State law.

“Master Agreement” means Master Agreement # 1907 between Contractor and the State of Nevada, on behalf of the Western States Contracting Alliance and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Purchasing Entities of the Goods and Services.

“ORCPP” means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State.

“Purchasing Entity” means entities that submit Contracts or Purchase Orders pursuant to this Addendum to Contractor, including: (a) an agency, board, commission, department or subdivision of the State of Oregon, subject to the procurement authority of the Director of the Department of Administrative Services pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170 and the Department of Administrative Services when it is engaged in Public Contracting (as defined under OAR 279A.010 (1) (y)); (b) Independent State Agencies, or (c) ORCPP members. A Purchasing Entity shall be deemed a “Buyer” under the Master Agreement.

“Participating State” or “State” means the State of Oregon.

2. Contracts or Purchase Orders.

2.1 Contracts or Purchase Orders. Purchasing Entities may use their own forms for Contracts or Purchase Orders. Agencies, boards, commissions, departments or subdivisions of the State of Oregon may also use the general State-approved Purchase Order form. Notwithstanding the foregoing, the terms and conditions in any Purchasing Entity-issued or State -approved contract or purchase order accepted by Contractor will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum or the WSCA Master Agreement. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Contract or Purchase Order must contain, on the front page, the following language:

THIS PURCHASE IS PLACED IN ACCORDANCE WITH AND SUBJECT TO THE WESTERN STATES CONTRACTING ALLIANCE MASTER AGREEMENT NO. 1907. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. _____ APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

2.2 Effect of Contract or Purchase Orders. Participating State is only liable for purchases made by State of Oregon agencies, boards, commissions, departments or subdivisions that issue Contracts or Purchase Orders. Other Purchasing Entities are responsible for any purchases under Contracts or Purchase Orders they issue. Participating State expressly disclaims any liability for purchases made by non-State agency Purchasing Entities or any other entity.

2.3 Verification of Purchasing Entities. Contractor will use commercially reasonable efforts in verifying that it provides Goods and Services under this Addendum only to Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

3. Goods and Services.

3.1 Goods. All Goods delivered under this Addendum will be new and unused, unless otherwise agreed in the Contract or Purchase Order. Contractor shall warrant the Goods as set forth in the Master Agreement and deliver copies of all manufacturer warranties to Purchasing Entity.

3.2 Account Representative. At DAS PS's request, on a regular basis (but in no event more than twice per calendar year) Contractor's account representative or team shall be prepared to meet to conduct a broad review of all the sales, Goods and Services, and ongoing operations, performance and billing accuracy.

4. Payment Provisions.

4.1 Purchasing Entity shall pay Contractor the rates and charges set forth in Master Agreement for the Goods or Services.

4.2 Invoices. Purchasing Entity shall pay Contractor not more than once each month all undisputed amounts due upon Contractor's submission of detailed invoices that set forth the Goods and Services accepted by Purchasing Entity. Such invoices will describe the Goods or Services delivered and accepted by Purchasing Entity for which Contractor seeks compensation. Contractor shall request payment only for Goods or Services accepted by Purchasing Entity. Contractor shall submit invoices to Purchasing Entity's Authorized Representative or as otherwise designated by Purchasing Entity. Purchasing Entity has the right to review all invoices for compliance with the requirements of this Addendum, and in the event of a discrepancy may dispute the invoice as set forth below. Invoices will include the following information:

Fields Required

Contractor Name, Bill Number, Invoice Number, Account Number, Sub-Account Number (if applicable), Bill Date, Amount of Last Bill, Payments Applied, Adjustments Applied, Balance Due, Total Charges, Total Per Sub-Account (if applicable)

For each line item: State Purchasing Entity name, Service Description (including Type or Plan, User, Location, Monthly Recurring Charge, Use Charges, Minutes) or Equipment Description (including Type, Quantity, User, Accessories, Equipment Charges) and applicable Taxes/Surcharges

4.3 Upon review of an invoice, if Purchasing Entity discovers a discrepancy, Purchasing Entity may dispute that portion of the invoice. Purchasing Entity will not pay disputed claims until the dispute is resolved. Purchasing Entity will pay undisputed portions of disputed or incorrect invoices where the undisputed portion can be easily identified by Purchasing Entity. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Purchasing Entity. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error or dispute between the parties. Contractor shall have 3 months from the date of any disputed billing item to give notice

and initiate a dispute against Purchasing Entity. Once Contractor has given notice of Contractor's intention to initiate a dispute against Purchasing Entity, the dispute shall be resolved within 6 months. Purchasing Entities shall have 2 years from the date of any disputed billing item to give notice and initiate a dispute against Contractor. Once Purchasing Entity has given notice of Purchasing Entity's intention to initiate a dispute with Contractor, the dispute shall be resolved within 6 months.

4.4 All payments to Contractor are subject to ORS 293.462.

4.5 Taxes, Fees and Surcharges. Contractor may pass on to Purchasing Entity the taxes, fees or surcharges related to the Services as set forth in Exhibit No. 3, provided:

- Contractor is permitted by law to pass on the tax, fee or surcharge on to all customers and from which Purchasing Entity is not otherwise exempt; or
- The tax, fee, or surcharge is passed on to all customers in an equitable manner; and
- No mark up or other additional charge is added to the surcharge.

Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under the Addendum and, unless Contractor is subject to backup withholding, Purchasing Entity will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under a Contract or Purchase Order, except as a self-employed individual.

5. Funds available and authorized/non-appropriation. The Participating State's payment obligations under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract or Purchaser Order issued under this Addendum. Nothing in this Addendum or Contract or Purchaser Order is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract or Purchaser Order issued under this Addendum.

6. Volume Sales Reports (VSRs) and Vendor Collected Administrative Fee (VCAF).

6.1 Volume Sales Reports (VSRs).

6.1.1 Contractor shall submit to DAS PS a Volume Sales Report (VSR) no later than thirty (30) calendar days from the end of each calendar quarter, containing:

- Complete and accurate details of all receipts (sales and refunds) for the reported period;
- The information as identified in the DAS PS document titled Volume Sales Report Template - Data Requirement, Format and Layout; and
- Such other information as DAS PS may reasonably request.

Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales. When no sales have been recorded for the quarter, a report must be submitted stating "No Sales for the Quarter." For the purposes of this Addendum, quarters end March 31, June 30, September 30, and December 31.

6.1.2 Data Medium and Delivery Medium: Contractor shall provide VSRs in MS Excel (.xls) format. VSRs must be submitted by e-mail. Delivered print outs of VSRs are not acceptable. Hard copies of VSRs on CDs are only acceptable if the size of the file precludes transmission by email. Approval from the Contract Administrator must be obtained for deviations from these requirements.

6.1.3 Receipt/Acceptance: The first VSR submitted by Contractor must be submitted to the Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to vcaf.reporting@state.or.us. A separate section follows describing the administrative charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Addendum does not preclude DAS PS from challenging the validity thereof at any time.

6.2 Vendor Collected Administrative Fee (VCAF).

6.2.1 Administrative Fee. As of the Effective Date, and subject to and conditioned upon the terms and conditions of the WSCA Master Agreement, including but not limited to Attachment AA, Section 3.2.3.2, the Participating State may earn an administrative fee for Buyers that make purchases pursuant to this Addendum equal to 1% ("State Admin Fee") of the CL Wireless Spend.

The State Admin Fee will be calculated each calendar quarter based on the CL Wireless Spend during the previous invoice cycle and shall be due 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). If Contractor incorrectly pays Admin Fee to the Participating State, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. Contractor will not pay an State Admin Fee to the Participating State if (1) the Addendum has expired; or (2) the Addendum has been terminated (before expiration) by either party;

6.2.3.1 Payment Format: The State Admin Fee shall be in the form of a check remitted to:

State of Oregon
Department of Administrative Services
Attn: State Procurement Office
1225 Ferry Street SE, U140
Salem, Oregon 97301-4285

or to such other address as designated by the Contract Administrator. Any other form of payment must be specifically approved by the Contract Administrator.

6.2.3.2 Interest: Any payments Contractor makes or causes to be made to DAS PS after the due date as indicated on the invoice shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. DAS PS's right to interest on late payments shall not preclude DAS PS from exercising any of its other rights or remedies pursuant to this Addendum or otherwise with regards to Contractor's failure to make timely remittances.

7. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum for any purchases made by such Purchasing Entities pursuant to Contracts or Purchase Orders. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to Purchasing Entity that:

- Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- Contractor will, at all times during the term of this Addendum, be qualified to do business in the State of Oregon, professionally competent and duly licenses to perform the Services under this Addendum;
- Goods or Service will be new, unused, current production models, where applicable;
- all Services to be performed under this Addendum will be performed in accordance with the applicable professional or industry standards. Contractor's performance under this Addendum creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Addendum;

- to the extent permissible under applicable law and Sprint's contracts with the applicable manufacturer, Contractor shall transfer to Purchasing Entity all manufacturer warranties covering Goods or Products, if any, at time of delivery at no charge;
- Except as otherwise permitted under the Master Agreement, this Addendum or the manufacturers' licensing agreements or conditions of user provided with the applicable Good or Services, all Goods or Services sold to Purchasing Entities, if any, are free and clear of any liens or encumbrances, and that Contractor has full legal title to such Goods or Services, and that no other person has any right, title or interest in the Goods or Services which is superior to or infringe upon the rights granted to Purchasing Entity hereunder;
- Except as otherwise set forth in this Addendum, any subcontractors performing work for Contractor under this Addendum have assigned all of their rights in the Goods or Services to Contractor or Purchasing Entity and no third party subcontractor has any right, title or interest in any Goods or Services supplied to Purchasing Entity.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

8. INTENTIONALLY OMITTED

9. Term and Termination of Addendum.

9.1 Term. This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

9.2 Termination. In addition to the termination rights set forth in the Master Agreement, DAS PS may terminate this Addendum, in whole or in part, upon not less than thirty (30) days' notice to Contractor upon the occurrence of any of the following events:

- Participating State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods or Services to be acquired under the Addendum; or
- Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Goods or delivery of the Services under this Addendum is prohibited or Participating State is prohibited from paying for such Goods or Services from the planned funding source.

Upon receipt of written notice of termination, Contractor shall stop performance under all Contracts or Purchase Orders as directed by State.

9.3 Termination under any provision of this Addendum does not extinguish or prejudice State's or a Purchasing Entity's right to enforce this Addendum or a Contract or Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Purchasing Entity to indemnification by Contractor. If this Addendum or a Contract or Purchase Order is so terminated, the State or a Purchasing Entity will pay Contractor in accordance with the terms of this Addendum and the Master Agreement for Goods delivered or Services performed and duly accepted by Purchasing Entity prior to the effective date of termination.

10. Termination of Individual Purchase Orders.

10.1 Purchasing Entity may, at its sole discretion, terminate individual Contracts or Purchase Orders, in whole or in part, upon 30 days written notice to Contractor, subject to the requirements of Section 3 and Section 12 of Attachment AA of the Master Agreement.

10.2 Purchasing Entity may terminate individual Contracts or Purchase Orders, in whole or in part, immediately upon notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

- Purchasing Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods Or Service to be acquired under the Contract or Purchase Order;
- Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Goods or Services under the Contract or Purchase Order is prohibited or Purchasing Entity is prohibited from paying for such Goods or Services from the planned funding source; or
- Contractor commits any material breach of this Addendum or a Contract or a Purchase Order

10.3 Upon receipt of written notice of termination, Contractor will stop performance under the Contract or Purchase Order as directed by Purchasing Entity.

10.4 Termination of a Contract or Purchase Order does not extinguish or prejudice Purchasing Entity's right to enforce the Contract or Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract or Purchase Order does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Contract or Purchase Order is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of this Addendum and the Master Agreement for Goods delivered or Services performed and accepted by Purchasing Entity prior to the effective date of termination.

11. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Goods and Services under this Addendum, and a Purchasing Entity's performance under a Contract or Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270. In addition, Contractor warrants the Goods and Services provided under this Addendum will comply, to the extent applicable, with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply, to the extent applicable, with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

12. Application of Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410 – 192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Purchasing Entity's release of documents to

entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

13. Recycled Products. Contractor will use, to the extent economically feasible (as determined in Contractor's reasonable discretion) in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

14. Notices. Except as otherwise provided in a Contract or Purchase Order, any formal communications between the parties to or notices to be given under a Contract or Purchase Order will be given in writing by personal delivery or the notice or mailing the notice, postage prepaid, at the address or number set forth on the Contract or Purchase Order and to the contacts listed above with regard to Contractor. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

As between Contractor and Participating State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth above.

15. DISPUTE RESOLUTION.

Except as provided below and otherwise in the Master Agreement, in the event that there is any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with the Addendum or any of the terms or conditions hereof, or any transaction hereunder including but not limited to any party's failure or alleged failure to comply with any of the provisions of the Addendum (hereinafter collectively the "Dispute"), other than one related to the release of Confidential Information, PS and Contractor shall first conduct the following procedure in an attempt to resolve the Dispute:

- DAS PS and Contractor shall make every effort to settle any dispute through their respective managers, within five (5) calendar days of one party notifying the other party of a dispute.
- If the dispute is not resolved between the managers, then either party may initiate formal dispute resolution discussions by advising the other party in writing. The contact point for these discussions shall be DAS PS's and Contractor's Authorized Representatives. DAS PS and Contractor shall attempt to resolve the dispute within 5 calendar days of the notice from the other party that they are initiating this second level of dispute resolution discussions. If DAS PS and Contractor mutually agree in writing that there has been substantial progress toward resolution of the dispute, this second level may be extended for an additional 5 business day period which shall commence at the conclusion of the first 5 day period.

Nothing in this Section 15: (a) shall in any way limit a party's rights to seek injunctive relief of any kind, at any time, with respect to any matter; or (b) in any way limit a party's right to suspend or terminate the Addendum or pursue other remedies available under the Master Agreement and Addendum, by law or otherwise; or (c) remove the requirement to provide notices or filings to meet deadlines otherwise required by law; or (d) constitute a waiver of the sovereign immunity of the State of Oregon.

Purchasing Entities and Contractor also shall attempt to resolve all Disputes related to Contracts or Purchase Orders under the above described Dispute Resolution process.

16. Governing Law. This Addendum and resulting Contracts are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

17. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between Participating State or any other agency, board, commission, department or subdivision of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Contract or Purchase Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely

and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A CONTRACT OR PURCHASE ORDER HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. This section is not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or one of its agencies, boards, commissions, department or subdivisions that arise from or are related to individual Contracts or Purchase Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. This section is not a waiver by Purchasing Entity of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

18. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department relative to the Addendum. A Purchasing Entity may withhold final payment under a Contract or Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

19. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind the State or Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

20. Severability. If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

21. Survival. Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

22. Insurance. Within ten (10) days of the Addendum Effective Date, Contractor must provide insurance as set forth on Exhibit No. 2 and Contractor shall maintain insurance coverage as required by DAS PS No Contracts or Purchase Orders may be placed or accepted until proof is provided that these requirements have been met.

23. Anticipated Amendments. The parties may need to amend this Addendum to modify selected terms, conditions, and price(s). This Addendum maybe modified by written document only.

Exhibit No. 2 - INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY

Required by DAS PS Not required by DAS PS.

iii. COMMERCIAL GENERAL LIABILITY.

Required by DAS PS Not required by DAS PS.

Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death, and property damage. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. Contractor shall provide proof of insurance of not less than the following amounts as determined by DAS PS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

July 1, 2011 to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010:	\$3,000,000.
July 1, 2010 to June 30, 2011:	\$3,200,000.
July 1, 2011 to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Addendum term to June 30, 2010: \$100,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010: \$500,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

iv. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Required by DAS PS Not required by DAS PS.

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. Contractor shall provide proof of insurance of not less than the following amounts as determined by DAS PS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

July 1, 2011 to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010: \$3,000,000.

July 1, 2010 to June 30, 2011: \$3,200,000.

July 1, 2011 to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Addendum term to June 30, 2010: \$100,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 1, 2010: \$500,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insured's but only with respect to Contractor's activities to be performed under this Addendum. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

D. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to DAS PS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Addendum and shall be grounds for immediate termination of this Addendum by DAS PS.

E. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Addendum. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

Exhibit No. 3 – Taxes, Fees and Surcharges

- A.** Contractor may pass through to Purchasing Entity the following taxes, fees and surcharges:

Universal Service

Franchise Fee or Privilege Tax, if any, but only to the maximum extent allowed by law

Oregon Public Utility Commission Fee

- B.** Contractor may not pass through or assess Purchasing Entity for the following taxes, fees and surcharges:

Oregon Telecommunications Relay Service

Telephone/Telecommunications Assistance Programs

Federal Telephone Excise Tax

State Telephone Excise Tax

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager & I.T. Manager
SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Judy K. Souza Operations Building
 - On March 2, 2013, Operations Building staff relocated from 1200 River Street to 165 Du Bois Street.
 - On March 4, 2013, Lewis C. Nelson & Sons commenced site work at 1200 River Street.
 - On March 22, 2013, the Board of Director authorized the General Manager to be the authorizing officer to implement changes according to the California Public Contract Code for the Judy K. Souza Operations Building.
 - On March 22, 2013, the Board of Director authorized the General Manager to execute a contract amendment with Lewis C. Nelson & Sons, Inc. to incorporate administrative change order process.
- Second LNG tank Installation Project
 - On April 12, 2013, the METRO staff is presenting the Board of Directors a contract amendment with GP Strategies Corporation to provide a Programmable Logic Controller and additional scope to mobilize LNG tank installation for the Fuel & Service Building.
 - On April 12, 2013, the METRO staff is presenting the Board of Directors a contract amendment with Raymundo Engineering to provide architect and engineering services for the second LNG tank and equipment installation in an amount not to exceed \$10,000.00.

III. DISCUSSION

Judy K. Souza Operations Building

7-12.1

On March 2, 2013, Operations Building staff relocated from 1200 River Street to 165 Du Bois Street. On March 4, 2013, Lewis C. Nelson & Sons (LCN) commenced site work at 1200 River Street. On March 22, 2013, the Board of Director authorized the General Manager to be the authorizing officer to implement changes according to the California Public Contract Code for the Judy K. Souza Operations Building. On March 22, 2013, the Board of Director authorized the General Manager to execute a contract amendment with LCN to incorporate administrative change order process. On March 25, 2013, LCN commence site grading on the 1200 River Street site and prepare the site for the pile driving. Notification notices were sent to neighbors to inform them of the pile driving procedure and duration.

Second LNG tank Installation Project

On April 12, 2013, the METRO staff is presenting the Board of Directors a contract amendment with GP Strategies Corporation to provide a Programmable Logic Controller (PLC) and additional scope to mobilize LNG tank installation for the Fuel & Service Building. The Fuel & Service Building has a PLC that was installed by Northstar Inc. owned by Clean Energy Fuels Corporation (Clean Energy). As GP Strategies require access to the PLC programming, Clean Energy claims the programming is proprietary. METRO staff has communicated with Clean Energy various times and was unable to get any assistance from Clean Energy. To resolve this situation, METRO staff request GP Strategies to provide the PLC that the programming will be provided to METRO for any future addition.

On April 12, 2013, the METRO staff is presenting the Board of Directors a contract amendment with Raymundo Engineering to provide architect and engineering services for the second LNG tank and equipment installation in an amount not to exceed \$10,000.00.

Previous project status:

- Judy K. Souza Operations Building
 - On December 21, 2012, the Board of Directors approved a contract with Lewis C. Nelson (LCN) for the construction of the Judy K. Souza Operations Building.
 - The Judy K. Souza Operations Building contract includes the Project Labor Agreement (PLA).
 - On January 14, 2013, Notice-to-Proceed commenced for LCN.
 - On January 28, 2013, the Board of Directors approved a lease with Kim Family Enterprises (SC), LLC for property located at 165 Du Bois Street, Santa Cruz, CA for the Operations Building Temporary Relocation for the office staff.
 - On February 8, 2013, the Board of Directors approved a contract amendment with Lewis C. Nelson & Sons, Inc. for the bus parking site work at 135 Du Bois Street.

- On February 8, 2013, the Board of Directors approved a lease with Wave Crest Development, Inc, 3D Family Limited Partnership, and Lawrence Michaels Family Limited Partnership for property located at 135 Du Bois Street, Santa Cruz, CA for the Operations Building Temporary Relocation for the bus parking.
- On February 8, 2013, the Board of Directors approved a contract amendment with RNL Design, Inc. for engineering services and specialty inspections for the Operations Building.
- On February 8, 2013, the Board of Directors approved a contract amendment with TRC Solutions, Inc. for pre-stressed pile testing and inspections for the Operations Building.
- Second LNG tank Installation Project
 - On February 8, 2013, the Board of Directors approved a contract amendment with United Industries Group, Inc. to extend contract for three-month period.

IV. FINANCIAL CONSIDERATIONS

Funds for the Judy K. Souza Operations Building component and the Second LNG tank Installation component of the MetroBase Project are available with the funds METRO has secured for the Project.

V. ATTACHMENTS

Attachment A: None

Prepared By: Frank L. Cheng, Project Manager & I.T. Manager

7-12.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
**SUBJECT: MONTHLY BUDGET STATUS REPORTS YEAR TO DATE AS OF
JANUARY 31, 2013**

I. RECOMMENDED ACTION

That the Board of Directors accept and file the monthly budget status reports year to date as of January 31, 2013

II. SUMMARY OF ISSUES

- **Operating Revenues** year to date as of January 31, 2013 were \$228K or 1 % over the amount of revenue expected for the same period year to date.
- **Consolidated Operating Expenses** year to date as of January 31, 2013 were \$528K or 2 % under budget.
- **Capital Budget** spending year to date through January 31, 2013 was \$1,393K or 4 % of the Capital budget.

III. DISCUSSION

An analysis of Santa Cruz METRO's budget status is prepared monthly in order to apprise the Board of Directors of Santa Cruz METRO's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached revenue, expense and capital reports represent the status of Santa Cruz METRO's FY13 operating and capital budgets versus actual expenditures year to date.

The fiscal year has elapsed **58%**.

A. Operating Revenue

Operating Revenues year to date as of January 31, 2013 were \$228K or 1 % over the amount budgeted. Revenue variances are primarily due to higher than anticipated Passenger Fares (Bulk Purchase) and Transportation Development Act (TDA) Operating Assistance.

- **Passenger Fares** are over budget due to higher than anticipated sales of tickets in bulk.
- **TDA Op Assistance** is over budget due to higher apportionments received from the Santa Cruz Regional Transportation Commission (RTC) year to date as of January 31 2013. The increase is reflected in the FY13 & FY14 Revised Operating Budget adopted in March 2013.

B. Consolidated Operating Expenses

Consolidated Operating Expenses year to date as of January 31, 2013 were \$528K or 2 % under budget. Personnel Expenses, Services, Casualty & Liability, Purchased Transportation and Miscellaneous Expenses all contributed to the variance.

- **Total Personnel Expenses** are under budget due to vacant funded positions and extended leaves.
- **Services** are over budget due to **Temp Help** (temp help is normally not budgeted and expenses are offset by savings in Personnel Expenses) and **Repair – Rev Vehicle** (engine repairs in buses # 2201, # 2204, and # 2810 in January 2013).
- **Casualty & Liability** is under budget primarily due to fewer settlement costs than originally anticipated.
- **Purchased Transportation** is under budget due to newly hired Paratransit operators, which has lowered the need for outside services to meet Paratransit demand.
- **Miscellaneous** expenses are under budget primarily due to **Employee Training** and **Travel**. Training and Travel expenses will be incurred later in the year, while the budget is straight lined.

C. Capital Budget

Capital Budget spending year to date through January 2013 was \$1,393K or 4 % of the total Capital Budget. Of this, \$449K has been spent on the Video Surveillance Project – CCTV (State-

1B), \$339K has been spent on the Land Mobile Radio Project (State-1B) and \$226K has been spent on the MetroBase Project – FY11 Allocation Operations Bldg.

IV. FINANCIAL CONSIDERATIONS

STIC, Funds from Carryover from Previous Years, STA, and Operating Reserves will be used in the listed order to bridge the budget gap at the end of the fiscal year, when the amount of the operating income/loss for the year is determined. In the meantime, the amount of operating income/loss year to date is reported in the monthly budget status reports.

Attachment A: FY13 Operating Revenue & Expenses Year to Date as of 1/31/13

Attachment B: FY13 Capital Budget Report for the month ending – 1/31/13

Prepared by: Kristina Mihaylova, Sr. Financial Analyst

Date Prepared: April 1, 2013

Attachment A

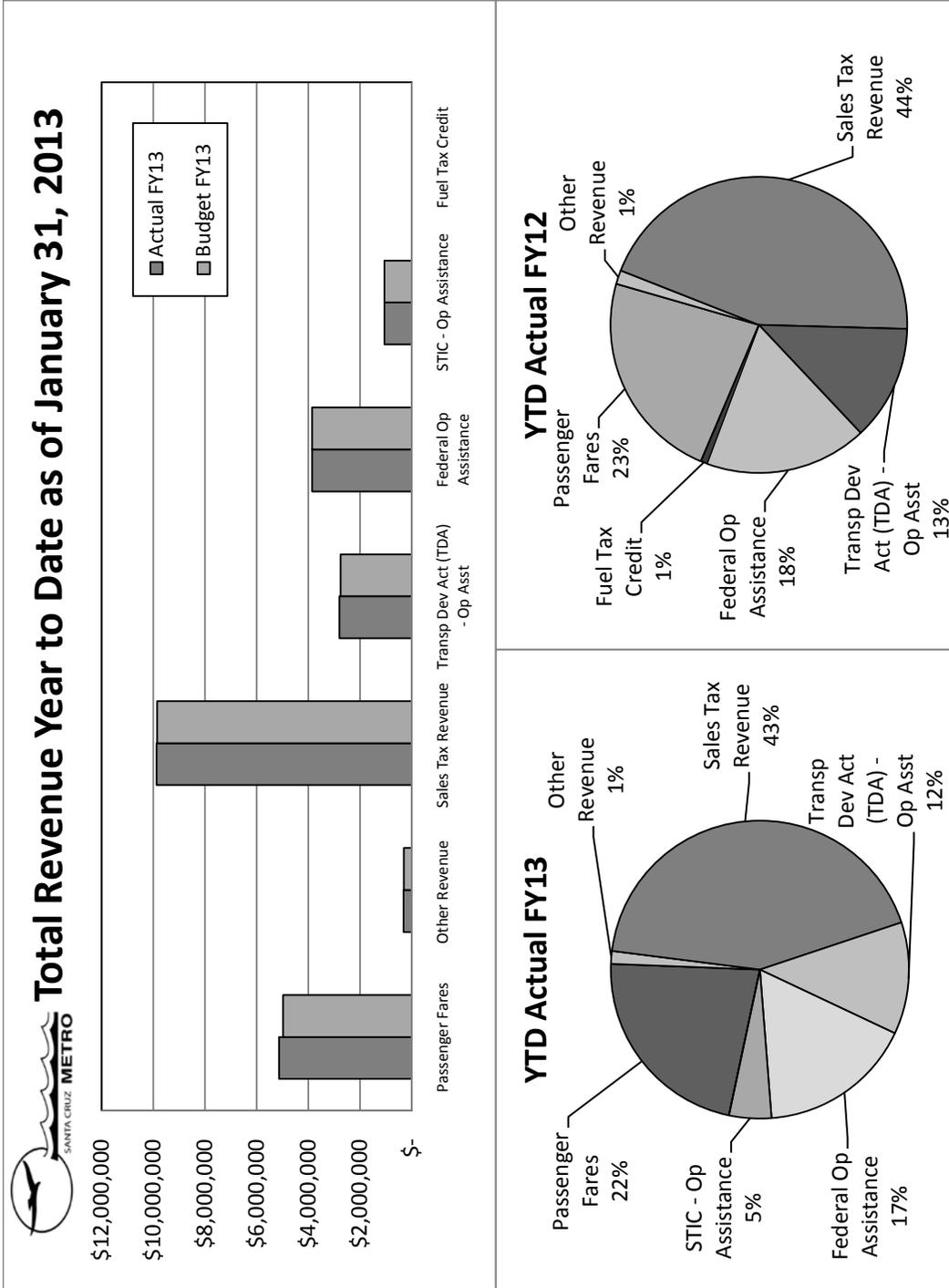


FY13

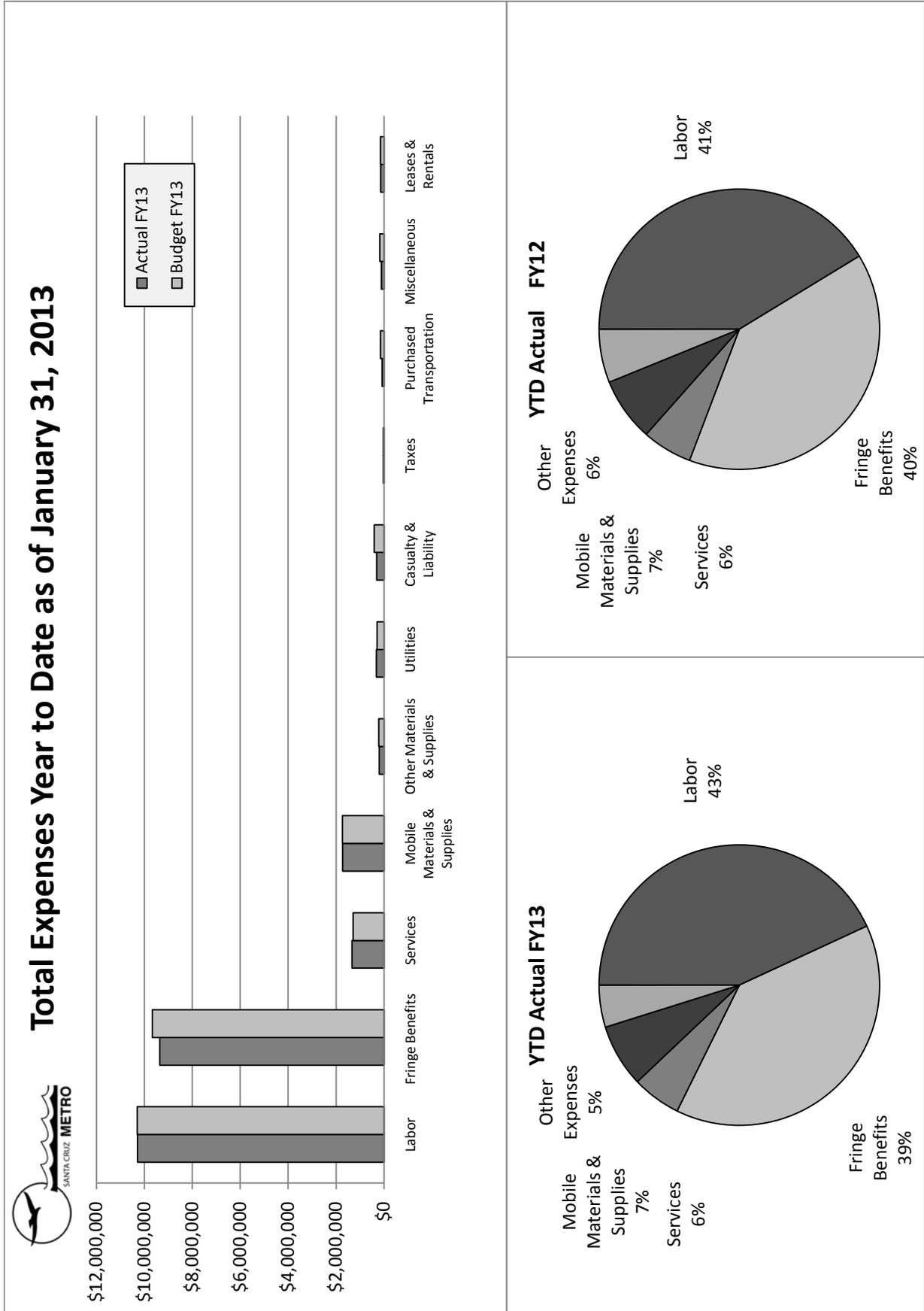
Operating Revenue & Expenses Year to Date as of January 31, 2013

	Year to Date			YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	\$ Var	% Var
Revenue:							
Passenger Fares	\$ 5,132,695	\$ 4,974,004	\$ 158,692	3%	\$ 4,825,469	\$ 307,227	6%
Other Revenue	\$ 317,235	\$ 308,327	\$ 8,907	3%	\$ 314,011	\$ 3,224	1%
Sales Tax Revenue	\$ 9,875,569	\$ 9,856,430	\$ 19,139	0%	\$ 9,298,519	\$ 577,050	6%
Transp Dev Act (TDA) - Op Asst	\$ 2,800,379	\$ 2,753,519	\$ 46,860	2%	\$ 2,622,482	\$ 177,897	7%
Federal Op Assistance	\$ 3,852,288	\$ 3,852,288	\$ -	0%	\$ 3,707,070	\$ 145,218	4%
Other Op Assistance/Funding	\$ -	\$ 5,833	\$ (5,833)	-100%	\$ 11,702	\$ (11,702)	-100%
STA - Op Assistance	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
STIC - Op Assistance	\$ 1,057,097	\$ 1,057,097	\$ -	0%	\$ -	\$ 1,057,097	100%
Fuel Tax Credit	\$ -	\$ -	\$ -	0%	\$ 133,096	\$ (133,096)	-100%
Transfers (to)/ from Reserves	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
Total Revenue	\$ 23,035,263	\$ 22,807,498	\$ 227,765	1%	\$ 20,912,349	\$ 2,122,914	10%
Expenses:							
Labor	\$ 10,291,428	\$ 10,300,621	\$ (9,194)	0%	\$ 8,841,226	\$ 1,450,202	16%
Fringe Benefits	\$ 9,357,826	\$ 9,667,644	\$ (309,819)	-3%	\$ 8,464,211	\$ 893,614	11%
Services	\$ 1,340,733	\$ 1,288,118	\$ 52,615	4%	\$ 1,232,262	\$ 108,471	9%
Mobile Materials & Supplies	\$ 1,724,446	\$ 1,736,729	\$ (12,283)	-1%	\$ 1,567,902	\$ 156,544	10%
Other Materials & Supplies	\$ 192,449	\$ 212,203	\$ (19,754)	-9%	\$ 157,149	\$ 35,300	22%
Utilities	\$ 316,848	\$ 289,450	\$ 27,398	9%	\$ 273,991	\$ 42,857	16%
Casualty & Liability	\$ 302,008	\$ 407,917	\$ (105,909)	-26%	\$ 490,816	\$ (188,809)	-38%
Taxes	\$ 26,275	\$ 27,650	\$ (1,376)	-5%	\$ 26,845	\$ (570)	-2%
Purchased Transportation	\$ 75,508	\$ 145,833	\$ (70,325)	-48%	\$ 156,796	\$ (81,288)	-52%
Miscellaneous	\$ 104,596	\$ 176,799	\$ (72,203)	-41%	\$ 75,028	\$ 29,568	39%
Leases & Rentals	\$ 139,101	\$ 146,190	\$ (7,089)	-5%	\$ 136,554	\$ 2,547	2%
Total Expenses	\$ 23,871,216	\$ 24,399,156	\$ (527,940)	-2%	\$ 21,422,780	\$ 2,448,436	11%
Operating Income (Loss)	\$ (835,952)				\$ (510,431)		

Attachment A



Attachment A





FY13
Operating Revenue
Year to Date as of January 31, 2013

Percent of Year Elapsed - 58%

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	FY12	\$ Var	% Var
Passenger Fares						
Passenger Fares	\$ 2,304,095	\$ 2,239,123	3%	\$ 2,132,498	\$ 171,597	8%
Paratransit Fares	\$ 173,318	\$ 162,086	7%	\$ 173,118	\$ 200	0%
Special Transit Fares - Contract	\$ 1,646,846	\$ 1,538,740	7%	\$ 1,523,505	\$ 123,341	8%
Highway 17 Fares	\$ 845,670	\$ 888,804	-5%	\$ 842,065	\$ 3,605	0%
Highway 17 Payments	\$ 162,765	\$ 145,249	12%	\$ 154,282	\$ 8,483	5%
Subtotal Passenger Revenue	\$ 5,132,695	\$ 4,974,004	3%	\$ 4,825,469	\$ 307,227	6%

Other Revenue						
	Actual	Budget	% Var	FY12	\$ Var	% Var
Commissions	\$ 1,749	\$ 3,267	-46%	\$ 1,913	\$ (164)	-9%
Advertising Income	\$ 167,664	\$ 150,208	12%	\$ 145,177	\$ 22,487	15%
Rent Income - SC Pacific Station	\$ 58,599	\$ 62,452	-6%	\$ 63,018	\$ (4,419)	-7%
Rent Income - Watsonville TC	\$ 24,606	\$ 23,567	4%	\$ 26,170	\$ (1,564)	-6%
Interest Income	\$ 52,634	\$ 58,333	-10%	\$ 69,507	\$ (16,873)	-24%
Other Non-Transp Revenue	\$ 11,983	\$ 10,500	14%	\$ 8,226	\$ 3,758	46%
Subtotal Other Revenue	\$ 317,235	\$ 308,327	3%	\$ 314,011	\$ 3,224	1%

Sales Tax Revenue	\$ 9,875,569	\$ 9,856,430	0%	\$ 9,298,519	\$ 577,050	6%
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Transp Dev Act (TDA) - Op Asst	\$ 2,800,379	\$ 2,753,519	2%	\$ 2,622,482	\$ 177,897	7%
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Federal Op Assistance						
	Actual	Budget	% Var	FY12	\$ Var	% Var
FTA Sec 5307 - Op Asst	\$ 3,695,976	\$ 3,695,976	0%	\$ 3,707,070	\$ (11,094)	0%
FTA Sec 5311 - Rural Op Asst	\$ 156,312	\$ 156,312	0%	\$ -	\$ 156,312	100%
Subtotal Federal Op Assistance	\$ 3,852,288	\$ 3,852,288	0%	\$ 3,707,070	\$ 145,218	4%

Other Op Assistance/Funding						
	Actual	Budget	% Var	FY12	\$ Var	% Var
AMBAG Funding	\$ -	\$ -	0%	\$ -	\$ -	0%
Other Op Assistance/Funding	\$ -	\$ 5,833	-100%	\$ 11,702	\$ (11,702)	-100%
FTA Sec 5309 - ARRA Op Asst	\$ -	\$ -	0%	\$ -	\$ -	0%
Subtotal Other Op Assistance/Funding	\$ -	\$ 5,833	-100%	\$ 11,702	\$ (11,702)	-100%



Percent of Year Elapsed - 58%

FY13
Operating Revenue
Year to Date as of January 31, 2013

	Year to Date		YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	FY12	\$ Var	% Var
STA - Op Assistance	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
STIC - Op Assistance	\$ 1,057,097	\$ 1,057,097	\$ -	0%	\$ -	\$ 1,057,097	100%
Fuel Tax Credit	\$ -	\$ -	\$ -	0%	\$ 133,096	\$ (133,096)	-100%
Transfers (to)/ from Reserves	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
Total Revenue	<u>\$ 23,035,263</u>	<u>\$ 22,807,498</u>	<u>\$ 227,765</u>	<u>1%</u>	<u>\$ 20,912,349</u>	<u>\$ 2,122,914</u>	<u>10%</u>
Total Operating Expenses	<u>\$ 23,871,215</u>				<u>\$ 21,422,780</u>		
Variance	<u>\$ (835,952)</u>				<u>\$ (510,431)</u>		



FY13
Consolidated Operating Expenses
Year to Date as of January 31, 2013

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	FY12	\$ Var	% Var
501011 Bus Operator Pay	\$ 4,759,512	\$ 4,846,394	-2%	\$ 4,064,589	\$ 694,923	17%
501013 Bus Operator Overtime	\$ 996,023	\$ 1,046,363	-5%	\$ 935,295	\$ 60,728	6%
501021 Other Salaries	\$ 4,200,666	\$ 4,182,263	0%	\$ 3,564,103	\$ 636,563	18%
501023 Other Overtime	\$ 335,227	\$ 225,602	49%	\$ 277,239	\$ 57,988	21%
Total Labor -	\$ 10,291,428	\$ 10,300,621	0%	\$ 8,841,226	\$ 1,450,202	16%

Fringe Benefits						
	Actual	Budget	% Var	FY12	\$ Var	% Var
502011 Medicare/Soc. Sec.	\$ 156,193	\$ 179,025	-13%	\$ 131,798	\$ 24,395	19%
502021 Retirement	\$ 1,802,350	\$ 1,922,674	-6%	\$ 1,536,013	\$ 266,337	17%
502031 Medical Insurance	\$ 3,947,111	\$ 4,255,400	-7%	\$ 3,652,638	\$ 294,473	8%
502041 Dental Insurance	\$ 298,471	\$ 309,621	-4%	\$ 263,220	\$ 35,251	13%
502045 Vision Insurance	\$ 71,605	\$ 76,637	-7%	\$ 72,874	\$ (1,269)	-2%
502051 Life Insurance	\$ 26,958	\$ 27,003	0%	\$ 23,288	\$ 3,670	16%
502060 State Disability	\$ 111,784	\$ 118,614	-6%	\$ 111,596	\$ 189	0%
502061 Disability Insurance	\$ 69,400	\$ 77,346	-10%	\$ 68,356	\$ 1,044	2%
502071 State Unemp. Ins	\$ 80,504	\$ 50,615	59%	\$ 67,459	\$ 13,045	19%
502081 Worker's Comp Ins	\$ 732,256	\$ 540,750	35%	\$ 783,434	\$ (51,178)	-7%
502083 Worker's Comp IBNR	\$ -	\$ -	0%	\$ -	\$ -	0%
502101 Holiday Pay	\$ 302,943	\$ 308,194	-2%	\$ 231,358	\$ 71,586	31%
502103 Floating Holiday	\$ 27,572	\$ 45,658	-40%	\$ 20,848	\$ 6,724	32%
502109 Sick Leave	\$ 366,221	\$ 529,177	-31%	\$ 323,994	\$ 42,227	13%
502111 Annual Leave	\$ 1,223,253	\$ 1,092,279	12%	\$ 1,040,888	\$ 182,366	18%
502121 Other Paid Absence	\$ 93,876	\$ 81,264	16%	\$ 90,570	\$ 3,306	4%
502251 Physical Exams	\$ 3,450	\$ 8,231	-58%	\$ 5,171	\$ (1,721)	-33%
502253 Driver Lic Renewal	\$ 2,085	\$ 2,716	-23%	\$ 1,316	\$ 769	58%
502999 Other Fringe Benefits	\$ 41,790	\$ 42,440	-2%	\$ 39,390	\$ 2,401	6%
Total Fringe Benefits -	\$ 9,357,826	\$ 9,667,644	-3%	\$ 8,464,211	\$ 893,614	11%

Total Personnel Expenses -	\$ 19,649,253	\$ 19,968,266	-2%	\$ 17,305,437	\$ 2,343,816	14%
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FY13
Consolidated Operating Expenses
Year to Date as of January 31, 2013

	Year to Date			YTD Year Over Year Comparison		
	Actual	Budget	% Var	FY12	\$ Var	% Var
Services						
503011 Acctg & Audit Fees	\$ 35,800	\$ 38,000	-6%	\$ 37,473	\$ (1,673)	-4%
503012 Admin & Bank Fees	\$ 155,622	\$ 150,169	4%	\$ 151,089	\$ 4,533	3%
503031 Prof & Tech Fees	\$ 81,050	\$ 111,392	-27%	\$ 64,112	\$ 16,938	26%
503032 Legislative Services	\$ 52,500	\$ 61,250	-14%	\$ 52,500	\$ -	0%
503033 Legal Services	\$ 158	\$ 32,083	-100%	\$ -	\$ 158	100%
503034 Pre-Employ Exams	\$ 6,732	\$ 6,110	10%	\$ 3,326	\$ 3,406	102%
503041 Temp Help	\$ 117,725	\$ 18,500	536%	\$ 185,213	\$ (67,488)	-36%
503161 Custodial Services	\$ 47,668	\$ 43,458	10%	\$ 38,034	\$ 9,634	25%
503162 Uniform & Laundry	\$ 12,100	\$ 12,833	-6%	\$ 10,456	\$ 1,643	16%
503171 Security Services	\$ 257,038	\$ 256,162	0%	\$ 188,651	\$ 68,387	36%
503221 Classified/Legal Ads	\$ 7,801	\$ 9,975	-22%	\$ 5,944	\$ 1,857	31%
503222 Legal Advertising	\$ -	\$ -	0%	\$ -	\$ -	0%
503225 Graphic Services	\$ -	\$ 2,917	-100%	\$ -	\$ -	0%
503351 Repair - Bldg & Impr	\$ 47,849	\$ 39,667	21%	\$ 25,150	\$ 22,698	90%
503352 Repair - Equipment	\$ 234,406	\$ 269,351	-13%	\$ 232,636	\$ 1,769	1%
503353 Repair - Rev Vehicle	\$ 249,541	\$ 204,167	22%	\$ 199,150	\$ 50,391	25%
503354 Repair - Non Rev Vehic	\$ 4,683	\$ 8,750	-46%	\$ 17,539	\$ (12,856)	-73%
503363 Haz Mat Disposal	\$ 30,062	\$ 23,333	29%	\$ 20,989	\$ 9,073	43%
Total Services -	\$ 1,340,733	\$ 1,288,118	4%	\$ 1,232,262	\$ 108,471	9%

Mobile Materials & Supplies						
504011 Fuels & Lube Non Rev ¹	\$ 42,419	\$ 47,250	-10%	\$ 37,145	\$ 5,274	14%
504012 Fuels & Lube Rev Veh	\$ 1,218,896	\$ 1,210,417	1%	\$ 1,137,721	\$ 81,176	7%
504021 Tires & Tubes	\$ 127,483	\$ 113,750	12%	\$ 80,110	\$ 47,374	59%
504161 Other Mobile Supplies	\$ -	\$ -	0%	\$ -	\$ -	0%
504191 Rev Vehicle Parts	\$ 335,647	\$ 365,313	-8%	\$ 312,927	\$ 22,721	7%
Total Mobile Materials & Supplies -	\$ 1,724,446	\$ 1,736,729	-1%	\$ 1,567,902	\$ 156,544	10%



FY13
Consolidated Operating Expenses
Year to Date as of January 31, 2013

	Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	FY12	\$ Var	% Var	% Var
Other Materials & Supplies								
504205 Freight Out	\$ 1,055	\$ 1,487	\$ (432)	-29%	\$ 1,227	\$ (172)	-14%	-14%
504211 Postage & Mailing	\$ 4,500	\$ 7,554	\$ (3,054)	-40%	\$ 6,535	\$ (2,035)	-31%	-31%
504214 Promotional Items	\$ 1,249	\$ 583	\$ 666	114%	\$ -	\$ 1,249	100%	100%
504215 Printing	\$ 21,796	\$ 57,629	\$ (35,833)	-62%	\$ 41,342	\$ (19,547)	-47%	-47%
504217 Photo Supply/Processin	\$ 626	\$ 1,808	\$ (1,183)	-65%	\$ 3	\$ 622	19761%	19761%
504311 Office Supplies	\$ 41,887	\$ 40,241	\$ 1,645	4%	\$ 35,483	\$ 6,403	18%	18%
504315 Safety Supplies	\$ 16,739	\$ 11,200	\$ 5,540	49%	\$ 7,111	\$ 9,629	135%	135%
504317 Cleaning Supplies	\$ 30,504	\$ 28,117	\$ 2,387	8%	\$ 23,360	\$ 7,144	31%	31%
504409 Repair/Maint Supplies	\$ 62,992	\$ 50,750	\$ 12,242	24%	\$ 33,483	\$ 29,509	88%	88%
504421 Non-Inventory Parts	\$ 4,448	\$ 5,892	\$ (1,444)	-25%	\$ 3,612	\$ 836	23%	23%
504511 Small Tools	\$ 5,164	\$ 5,192	\$ (28)	-1%	\$ 4,521	\$ 642	14%	14%
504515 Employee Tool Rplcmt	\$ 1,490	\$ 1,750	\$ (260)	-15%	\$ 470	\$ 1,020	217%	217%
Total Other Materials & Supplies -	\$ 192,449	\$ 212,203	\$ (19,754)	-9%	\$ 157,149	\$ 35,300	22%	22%
Utilities								
505011 Gas & Electric	\$ 180,171	\$ 160,417	\$ 19,755	12%	\$ 147,221	\$ 32,950	22%	22%
505021 Water & Garbage	\$ 75,543	\$ 70,700	\$ 4,843	7%	\$ 69,520	\$ 6,023	9%	9%
505031 Telecommunications	\$ 61,134	\$ 58,333	\$ 2,801	5%	\$ 57,250	\$ 3,884	7%	7%
Total Utilities -	\$ 316,848	\$ 289,450	\$ 27,398	9%	\$ 273,991	\$ 42,857	16%	16%
Casualty & Liability								
506011 Insurance - Property	\$ 57,577	\$ 57,167	\$ 410	1%	\$ 64,265	\$ (6,689)	-10%	-10%
506015 Insurance - PL & PD	\$ 247,345	\$ 262,500	\$ (15,155)	-6%	\$ 277,367	\$ (30,022)	-11%	-11%
506021 Insurance - Other	\$ 711	\$ 750	\$ (39)	-5%	\$ 711	\$ -	0%	0%
506123 Settlement Costs	\$ 9,545	\$ 87,500	\$ (77,955)	-89%	\$ 166,455	\$ (156,910)	-94%	-94%
506127 Repairs - Dist Prop	\$ (13,170)	\$ -	\$ (13,170)	100%	\$ (17,982)	\$ 4,812	-27%	-27%
Total Casualty & Liability -	\$ 302,008	\$ 407,917	\$ (105,909)	-26%	\$ 490,816	\$ (188,809)	-38%	-38%
Taxes								
507051 Fuel Tax	\$ 8,433	\$ 8,166	\$ 267	3%	\$ 7,683	\$ 750	10%	10%
507201 Licenses & permits	\$ 7,751	\$ 9,567	\$ (1,816)	-19%	\$ 8,097	\$ (346)	-4%	-4%
507999 Other Taxes	\$ 10,090	\$ 9,917	\$ 173	2%	\$ 11,065	\$ (974)	-9%	-9%
Total Taxes -	\$ 26,275	\$ 27,650	\$ (1,376)	-5%	\$ 26,845	\$ (570)	-2%	-2%



FY13
Consolidated Operating Expenses
Year to Date as of January 31, 2013

	Year to Date		YTD Year Over Year Comparison				
	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>FY12</u>	<u>\$ Var</u>	<u>% Var</u>

Purchased Transportation							
503406 Contr/Paratrans	\$ 75,508	\$ 145,833	\$ (70,325)	-48%	\$ 156,796	\$ (81,288)	-52%
Total Purchased Transportation -	\$ 75,508	\$ 145,833	\$ (70,325)	-48%	\$ 156,796	\$ (81,288)	-52%

Miscellaneous							
509011 Dues & Subscriptions	\$ 38,335	\$ 39,333	\$ (998)	-3%	\$ 37,988	\$ 347	1%
509081 Advertising - Dist Promt	\$ 1,136	\$ 581	\$ 555	95%	\$ -	\$ 1,136	100%
509101 Emp Incentive Prog	\$ 5,129	\$ 7,875	\$ (2,746)	-35%	\$ -	\$ 5,129	100%
509121 Employee Training	\$ 25,339	\$ 61,308	\$ (35,969)	-59%	\$ 21,449	\$ 3,890	18%
509123 Travel	\$ 25,768	\$ 57,377	\$ (31,609)	-55%	\$ 9,365	\$ 16,403	175%
509125 Local Meeting Exp	\$ 2,682	\$ 2,975	\$ (293)	-10%	\$ 2,187	\$ 495	23%
509127 Board Director Fees	\$ 5,100	\$ 7,350	\$ (2,250)	-31%	\$ 3,500	\$ 1,600	46%
509150 Contributions	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
509197 Sales Tax Expense	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
509198 Cash Over/Short	\$ 1,107	\$ -	\$ 1,107	100%	\$ 539	\$ 568	106%
Total Misc -	\$ 104,596	\$ 176,799	\$ (72,203)	-41%	\$ 75,028	\$ 29,568	39%

Leases & Rentals							
512011 Facility Rentals	\$ 131,582	\$ 133,000	\$ (1,418)	-1%	\$ 124,010	\$ 7,572	6%
512061 Equipment Rentals	\$ 7,519	\$ 13,190	\$ (5,671)	-43%	\$ 12,544	\$ (5,025)	-40%
Total Leases & Rentals -	\$ 139,101	\$ 146,190	\$ (7,089)	-5%	\$ 136,554	\$ 2,547	2%

Total Non-Personnel Expenses -	\$ 4,221,963	\$ 4,430,889	\$ (208,926)	-5%	\$ 4,117,343	\$ 104,620	3%
TOTAL OPERATING EXPENSE -	\$ 23,871,216	\$ 24,399,156	\$ (527,940)	-2%	\$ 21,422,780	\$ 2,448,436	11%

** does not include Depreciation, W/C IBNR adjustments, and GASB OPEB Liability expense



FY13
CAPITAL BUDGET
For the month ending - January 31, 2013

	<u>YTD_Actual</u>	<u>FY13_Budget</u>	<u>Remaining_Budget</u>	<u>% Spent_YTD</u>
<u>Grant-Funded Projects</u>				
MetroBase Project - FY11 Allocation Operations Bldg. (STIC, SAKATA, STA, PTMISEA)	\$ 226,154	\$ 19,051,491	\$ 18,825,337	1%
MetroBase Project - Operations Bldg. / Other (SLPP)	\$ -	\$ 5,800,000	\$ 5,800,000	0%
State of Good Repair #2 - 4 Buses, 42 MDCs (FTA, RES. RET. EARN.)	\$ -	\$ 3,391,010	\$ 3,391,010	0%
MetroBase Project - FY10 Allocation (PTMISEA)	\$ 30,036	\$ 1,206,992	\$ 1,176,956	2%
2nd LNG Tank (MBUAPCD, PTMISEA)	\$ 97,655	\$ 1,183,961	\$ 1,086,306	8%
Video Surveillance Project - CCTV (STATE-1B)	\$ 449,152	\$ 980,000	\$ 530,848	46%
Land Mobile Radio Project - LMR (STATE-1B)	\$ 339,358	\$ 788,500	\$ 449,142	43%
Bus Stop Improvements (STIP)	\$ -	\$ 355,000	\$ 355,000	0%
Non-Revenue Vehicle Replacement (MBUAPCD, STA)	\$ 59,283	\$ 192,105	\$ 132,822	31%
Pacific Station/MetroCenter - Conceptual Design (FTA, STA)	\$ 1,980	\$ 60,000	\$ 58,020	3%
State of Good Repair #1 - 11 Buses (FTA, RES. RET. EARN.)	\$ 58,626	\$ 58,626	\$ -	100%
Watsonville Transit Center - Conceptual Design (STA)	\$ -	\$ 30,000	\$ 30,000	0%
Subtotal Grant Funded Projects	\$ 1,262,244	\$ 33,097,685	\$ 31,835,441	4%
<u>IT Projects</u>				
Automated Purchasing System Software - Puridium (STA)	\$ -	\$ 40,000	\$ 40,000	0%
HR Software Upgrade - iVantage (STA)	\$ 9,491	\$ 20,000	\$ 10,509	47%
Replace "Plant" - Informix Database - Bus Stop Tracking System (STA)	\$ -	\$ 10,000	\$ 10,000	0%
Subtotal IT Projects	\$ 9,491	\$ 70,000	\$ 60,509	14%
<u>Facilities Repair & Improvements</u>				
MetroCenter Repairs (RES. RET. EARN., STA)	\$ 38,608	\$ 225,000	\$ 186,392	17%
Bus Stop Repairs / Improvements (RES. RET. EARN.)	\$ 11,216	\$ 175,000	\$ 163,784	6%
WTC Renovations & Repairs (STA)	\$ -	\$ 45,000	\$ 45,000	0%
Repaint SVT (STA)	\$ -	\$ 45,000	\$ 45,000	0%
Replace Portable Steam & Sidewalk Cleaner WTC (STA)	\$ -	\$ 25,000	\$ 25,000	0%
Heaters for Maintenance Facility (3) (STA)	\$ 7,620	\$ 10,000	\$ 2,380	76%
Heaters for Customer Service Booth - Pac Station (STA)	\$ -	\$ 7,500	\$ 7,500	0%
Interactive White Board - ParaCruz (STA)	\$ -	\$ 3,500	\$ 3,500	0%



FY13
CAPITAL BUDGET
For the month ending - January 31, 2013

	YTD Actual	FY13 Budget	Remaining Budget	% Spent YTD
Subtotal Facilities Repairs & Improvements Projects	\$ 57,444	\$ 536,000	\$ 478,556	11%

Revenue Vehicle Replacement

Replace WiFi on Highway 17 buses (STA)	\$ -	\$ 165,000	\$ 165,000	0%
Replace Supervisor Vehicle-SUV (STA)	\$ -	\$ 40,000	\$ 40,000	0%
Subtotal Revenue Vehicle Replacements	\$ -	\$ 205,000	\$ 205,000	0%

Non-Revenue Vehicle Replacement

See above	\$ -	\$ -	\$ -	0%
Subtotal Non-Revenue Vehicle Replacements	\$ -	\$ -	\$ -	0%

Fleet & Maintenance Equipment

Small Vehicle Lift - Fleet (STA)	\$ -	\$ 25,000	\$ 25,000	0%
Vehicle Diagnostic Code Scanner Program & PC - PC (STA)	\$ -	\$ 3,500	\$ 3,500	0%
Replace Plumber Snake (STA)	\$ -	\$ 2,500	\$ 2,500	0%
Industrial Auto Upholstery Cleaning Machine - Fleet (STA)	\$ -	\$ 2,500	\$ 2,500	0%
Subtotal Fleet & Maintenance Equipment	\$ -	\$ 33,500	\$ 33,500	0%

Office Equipment

None	\$ -	\$ -	\$ -	0%
Subtotal Office Equipment	\$ -	\$ -	\$ -	0%

Misc

Ticket Vending Machine (1) (STA)	\$ 63,751	\$ 100,000	\$ 36,249	0%
Subtotal Misc.	\$ 63,751	\$ 100,000	\$ 36,249	0%

TOTAL CAPITAL PROJECTS

	\$ 1,392,930	\$ 34,042,185	\$ 32,649,255	4%
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**FY13
CAPITAL BUDGET
For the month ending - January 31, 2013**

	<u>YTD Actual</u>	<u>FY13 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<u>CAPITAL FUNDING</u>				
Federal Capital Grants	\$ 58,626	\$ 4,029,226	\$ 3,970,600	1%
Other Fed - Sakata / Lawsuit proceeds	\$ -	\$ 1,333,382	\$ 1,333,382	0%
State - PTMISEA (1B)	\$ 256,190	\$ 13,300,000	\$ 13,043,810	2%
State - Security Bond Funds (1B)	\$ 788,510	\$ 1,768,500	\$ 979,990	45%
State Transit Assistance (STA)	\$ 96,450	\$ 6,247,000	\$ 6,150,550	2%
State - MBUAPCD	\$ 156,938	\$ 261,000	\$ 104,062	60%
State - STIP	\$ -	\$ 355,000	\$ 355,000	0%
State - SLPP	\$ -	\$ 5,800,000	\$ 5,800,000	0%
Local - Reserved Retained Earnings	\$ 36,216	\$ 936,472	\$ 900,256	4%
Local Operating Match	\$ -	\$ 11,605	\$ 11,605	0%
TOTAL CAPITAL FUNDING	\$ 1,392,930	\$ 34,042,185	\$ 32,649,255	4%

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

DATE: 01/01/13 THRU 01/31/13

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
44674M01/02/13		79,691.87 002917		SANTA CRUZ METRO TRANSIT W/C		50601	W/C RESERVE	79,691.87	MANUAL
44675 01/07/13		149.19 294		W/C RESERVE	0	50674	REV VEH PARTS	149.19	
44676 01/07/13		500.00 478		ANDY'S AUTO SUPPLY	0	50708	CUSTODIAL SVCS	500.00	
44677 01/07/13		284.28 001112		BEE CLENE	7	50602	PLAQUE	142.14	
				BRINKS AWARDS & SIGNS		50603	PLAQUE	142.14	
44678 01/07/13		81.49 E916		BRUBECK, DELEE		50636	TRAVEL REIMBURSEMENT	81.49	
44679 01/07/13		598.28 002189		BUS & EQUIPMENT		50687	REV VEH PARTS	598.28	
44680 01/07/13		1,980.00 001051		CITY OF SANTA CRUZ ECON DEV		50604	PACIFIC STATION PROJ	1,980.00	
44681 01/07/13		3,846.22 001346		CITY OF SANTA CRUZ-FINANCE		50695	COOP FEES/PACIFIC	2,339.81	
						50696	STORM WATER/FLOOD	1,506.41	
44682 01/07/13		2,409.40 909		CLASSIC GRAPHICS		50693	OUT RPR # 1003	2,409.40	
44683 01/07/13		35,596.53 001124		CLEAN ENERGY		50638	LNG 12/1/12	7,964.66	
						50658	LNG 12/9/12	10,808.62	
						50672	LNG 12/04/12	9,030.74	
						50703	LNG 12/06/12	7,792.51	
44684 01/07/13		445.12 002063		COSTCO		50640	BOD MEETING 12/14/12	32.95	
						50671	OFFICE SUPPLIES	412.17	
44685 01/07/13		20,406.00 504		CUMMINS WEST, INC.		50614	REV VEH PARTS	16.58	
						50700	OUT RPR #2207	20,389.42	
44686 01/07/13		4,130.05 480		DIESEL MARINE ELECTRIC, INC.		50649	REV VEH PARTS	4,130.05	
44687 01/07/13		2,538.82 001329		DOC AUTO LLC		50644	OUT RPR REV VEH	458.24	
						50659	OUT RPR REV VEH	142.34	
						50686	OUT RPR REV VEH	539.21	
						50688	OUT RPR REV VEH	137.68	
						50704	OUT RPR REV VEH	626.82	
						50705	OUT RPR REV VEH	464.18	
						50706	OUT RPR REV VEH	170.35	
44688 01/07/13		100.00 002953		EPICOR SOFTWARE CORP		50629	PREM RPT CONSULT FEE	100.00	
44689 01/07/13		448.80 002937		ERGOVERA	7	50628	ERGONOMIC EVALUATION	448.80	
44690 01/07/13		1,102.05 432		EXPRESS SERVICES INC.		50611	TEMP W/E 12/16/12	1,102.05	
44691 01/07/13		295.48 959		FIRST ADVANTAGE OCCUPATIONAL		50627	DRUG TESTS	295.48	
44692 01/07/13		10,350.99 002952		FLYERS ENERGY LLC		50710	12/01-12/15 FUEL PT	10,350.99	
44693 01/07/13		98.87 001189		GARY KENVILLE LOCKSMITH	7	50612	OUT RPR SV	98.87	
44694 01/07/13		2,963.55 282		GRAINGER		50675	SAFETY SUPPLIES	358.61	
						50677	SAFETY SUPPLIES	2,088.63	
44695 01/07/13		46.29 546		GRANITEROCK COMPANY		50680	SMALL TOOLS	246.80	
44696 01/07/13		236.54 166		HOSE SHOP, THE		50699	RPR & MAINT	269.51	
						50613	RPR MAINT	46.29	
44697 01/07/13		642.39 001233		KIMBALL MIDWEST		50657	REV VEH PARTS	218.56	
44698 01/07/13		791.20 852		LAW OFFICES OF MARIE F. SANG	7	50676	REV VEH PARTS	17.98	
						50684	REV VEH PARTS	642.39	
						50626	CL 11000452,11001281	295.20	
						50669	CLAIM 1999103213	208.00	
						50668	CL 11002953,12000055	288.00	
44699 01/07/13		25,858.94 003017		MANSFIELD OIL CO OF GAINSVILLE		50713	12/7 DIESEL	25,858.94	
44700 01/07/13		287.61 980		MCMMASTER-CARR SUPPLY CO		50634	RPR & MAINT	287.61	
44701 01/07/13		299.82 041		MISSION UNIFORM		50652	UNIF & LINEN	33.41	
						50690	UNIF & LAUNDRY	177.07	

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44702	01/07/13	6,413.83	001063	NEW FLYER INDUSTRIES LIMITED			50691	UNIF & LAUNDRY	59.25	
							50692	UNIF & LAUNDRY	30.09	
							50606	REV VEH PARTS	33.51	
							50607	REV VEH PARTS	407.79	
							50608	REV VEH PARTS	1,468.86	
							50609	REV VEH PARTS	26.20	
							50610	REV VEH PARTS	148.48	
							50679	REV VEH PARTS	4,328.99	
44703	01/07/13	181.78	004	NORTH BAY FORD LINC-MERCURY			50701	REV VEH PARTS	211.23	
							50702	CREDIT NOTE	-29.45	
44704	01/07/13	2,525.68	009	PACIFIC GAS & ELECTRIC			50707	11/7-12/7 PARACRUZ	980.36	
							50714	11/22-12/24 1122RIVE	1,545.32	
44705	01/07/13	312.52	043	PALACE ART & OFFICE SUPPLY			50616	OFFICE SUPPLIES	13.74	
							50617	OFFICE SUPPLY	-7.86	
							50618	OFFICE SUPPLY	384.00	
							50639	OFFICE SUPPLIES	-49.20	
							50641	OFFICE SUPPLY	-12.86	
							50642	OFFICE SUPPLY	-15.30	
44706	01/07/13	132.78	050	PITNEY BOWES INC.			50694	OFFICE SUPPLIES	132.78	
44707	01/07/13	62.90	107A	PROBUILD			50605	RPRS & MAINT	14.82	
							50654	RPRS & MAINT	22.71	
							50655	RPRS & MAINT	11.71	
44708	01/07/13	166.48	045	ROYAL WHOLESALE ELECTRIC			50682	REV VEH PARTS	13.66	
44709	01/07/13	743.08	135	SANTA CRUZ AUTO PARTS, INC.			50656	RPRS & MAINT	106.40	
							50681	RPRS & MAINT	60.08	
							50647	REV VEH PARTS	26.05	
							50648	REV VEH PARTS	78.15	
							50650	RPRS & MAINT	104.20	
							50651	REV VEH PARTS	5.75	
							50653	REV VEH PARTS	131.23	
							50673	REV VEH PARTS	145.89	
							50683	REV VEH PARTS	98.43	
							50685	REV VEH PARTS	153.38	
							50637	TELECOMM CABLE	107.89	
44710	01/07/13	107.89	848	SANTA CRUZ ELECTRONICS, INC.			50501	11/16-11/30 W/C RESV	-3,544.54	
44711	01/07/13	47,398.96	002917	SANTA CRUZ METRO TRANSIT W/C			50715	12/1-12/15 W/C RESER	48,811.02	
							50716	OCT 12 BILL REV FEE	2,132.48	
44712	01/07/13	2,339.29	977	SANTA CRUZ TRANSPORTATION, LLC			50646	11/15-11/29 PTSVCS	2,339.29	
44713	01/07/13	236.30	001232	SPECIALIZED AUTO AND			50645	OUT RPR REV VEH	141.94	
							50689	OUT RPR REV VEH	94.36	
44714	01/07/13	1,198.08	001165	VU, THANH DR. MD		7	50619	DMV EXAM	92.16	
							50620	DMV EXAM	92.16	
							50621	DMV EXAM	92.16	
							50622	DMV EXAM	92.16	
							50623	DMV EXAM	92.16	
							50624	DMV EXAM	92.16	
							50625	DMV EXAM	92.16	
							50661	DMV EXAM	92.16	
							50663	DMV EXAM	92.16	
							50664	DMV EXAM	92.16	

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44715	01/07/13	001800	1,162.30	THERMO KING OF SALINAS, INC		50666	DMV EXAM	92.16	
44716	01/07/13	002954	7,010.97	TIRE DISTRIBUTION SYSTEMS, LLC	7	50667	DMV EXAM	92.16	
44717	01/07/13	007	32.27	UNITED PARCEL SERVICE		50698	OUT RPR #2812	304.28	
44718	01/07/13	086 946	10.86	UNITED SITE SERVICES		50630	FENCE RENT 12/5-1/1	10.86	
44719	01/07/13	002829	81.48	VALLEY POWER SYSTEMS, INC.		50678	REV VEH PARTS	81.48	
44720	01/07/13	0434B	55.00	VERIZON CALIFORNIA		50712	12/16-1/15 MT BIEWLA	55.00	
44721	01/07/13	434	76.02	VERIZON WIRELESS	0	50615	PC CARD ADMIN	76.02	
44722	01/07/13	001353	75.00	VISION COMMUNICATIONS		50709	DEC 12 DVR RENTAL	75.00	
44723	01/07/13	T234	18.00	WARREN M EMLN FOR ALBERTA M		50711	REFUND 6@ \$3.00	18.00	
44724	01/14/13	002941	40.63	AA SAFE & SECURITY CO		50844	RPRS & MAINT	40.63	
44725	01/14/13	382	240.00	AIRTEC SERVICE		50775	OUT RPR PACIFIC	240.00	
44726	01/14/13	E437	2,335.00	AITKEN, ANGELA		50825	TUITION REIMBURSEMENT	2,335.00	
44727	01/14/13	003019	464.06	AMERICAN REPROGRAPHICS CO, LLC		50859	OPSBLDG CALTR PRINTS	342.00	
44728	01/14/13	001D	4,256.70	AT&T		50860	OPS BLDG PGE PRINTS	342.00	
44729	01/14/13	001348	8,583.00	ATHENS INSURANCE SERVICE, INC.		50763	PHONES 11/19-12/18	4,256.70	
44730	01/14/13	E898	207.66	BARNES, SCOTT		50834	JAN 13 TPA FEES	8,583.00	
44731	01/14/13	059	3,359.16	BATTERIES USA, INC.		50816	TRAVEL REIMBURSEMENT	207.66	
44732	01/14/13	T235	63.00	BAZNER, JAMIE FOR JEAN JUDGE		50732	REV VEH PARTS	3,359.16	
44733	01/14/13	478	874.00	BEE CLENE	0	50839	21 TICKETS @ \$3.00EA	63.00	
44734	01/14/13	861	270.17	BLR BUSINESS & LEGAL RESOURCES		50792	QTR CARPET CLEANING	874.00	
44735	01/14/13	845A	1,490.78	BLUE SHIELD OF CALIFORNIA		50868	2013 RENEWAL	270.17	
44736	01/14/13	001365	5,000.00	BORTNICK, ROBERT S. & ASSOC.	7	50865	JAN 13 COBRA	745.39	
44737	01/14/13	144	271.26	BOSS MANUFACTURING CO.		50764	OCT-DEC12 ADA SURVEY	5,000.00	
44738	01/14/13	616	13,800.00	BROWN ARMSTRONG		50849	SAFETY SUPPLIES	271.26	
44739	01/14/13	002189	114.75	BUS & EQUIPMENT		50871	FINAL FY12 AUDIT	13,800.00	
44740	01/14/13	694	13,549.00	CALIFORNIA TRANSIT ASSOC.		50841	REV VEH PARTS	114.75	
44741	01/14/13	914	465.48	CALTRONICS BUSINESS SYSTEMS		50827	JAN-DEC 12 MEMBERSHP	13,549.00	
44742	01/14/13	001346	1,158.63	CITY OF SANTA CRUZ-FINANCE		50855	OFFICE SUPPLIES	465.48	
44743	01/14/13	667	1,985.92	CITY OF SCOTT'S VALLEY		50777	QTR PARKING FEE	584.88	
44744	01/14/13	001124	35,450.11	CLEAN ENERGY		50778	QTR PARK FEES METRO	573.75	
44745	01/14/13	003034	2,890.00	COASTAL LANDSCAPING INC.		49555	BLURBONET/WASTEWATER	1,985.92	
44746	01/14/13	E638	12.00	COTTER, ROBERT		50780	LNG 12/16/12	7,130.34	
44747	01/14/13	504	2,028.22	CUMMINS WEST, INC.		50781	LNG 12/14/12	11,072.39	
44748	01/14/13	002946	274,801.34	DAY WIRELESS SYSTEMS		50790	LNG 12/11/12	6,369.96	
						50877	LNG 11/09/12	10,877.42	
						50846	DEC 12 MAINT	2,890.00	
						50817	TRAVEL REIMBURSEMENT	12.00	
						50767	REV VEH PARTS	33.29	
						50774	REV VEH PARTS	1,358.43	
						50789	REV VEH PARTS	636.50	
						50798	LMR FY10 ALLOCATION	64,639.18	

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44749	01/14/13	29,220.91	002104	DEPT OF INDUSTRL RELATIONS-SIP		50799	LMR FY10 ALLOCATION	210,162.16	
44750	01/14/13	74.87	001329	DOC AUTO LLC		50874	7/12-6/13 ASSESSMENT	29,220.91	
44751	01/14/13	500.00	003060	EDDIE LOZANO NCAC, CADC II SAP		50795	OUT RPR REV VEH	74.87	
44752	01/14/13	35,226.88	002295	FIRST ALARM		50878	12/11 SAP SERVICES	500.00	
44753	01/14/13	262.00	E675	FLEISLER, CLAIRE		50823	DEC 12 SECURITY SVC	35,226.88	
44754	01/14/13	10,712.38	002952	FLYERS ENERGY LLC		50861	TUITION REIMBURSEMEN	262.00	
44755	01/14/13	224.72	001302	GARDA CL WEST, INC.		50848	12/15-12/31 LNG	2,467.36	
44756	01/14/13	77.84	647	GENFARE A DIV OF SPX CORP		50870	12/15-12/31 FUEL	8,245.02	
44757	01/14/13	97.50	003014	GOODEX SERVICES, INC.		50819	JAN 13 SVCS	224.72	
44758	01/14/13	76.50	001212	GOVSTOR, INC.		50838	REV VEH PARTS	77.84	
44759	01/14/13	1,246.17	282	GRAINGER		50793	DEC 12 SHRED SVC	81.25	
44760	01/14/13	2,439.58	E530	GUIZAR, LISETH		50794	DEC 12 SHRED SVC	16.25	
44761	01/14/13	221.96	003043	HASLER TOTAL FUNDS BY		50856	9/12-8/13SUPPORTTERM	76.50	
44762	01/14/13	15.99	E021	HILTNER, THOMAS		50768	RPRS & MAINT	666.49	
44763	01/14/13	3,397.42	002979	HUNT & SONS, INC.		50773	RPRS & MAINT	88.90	
44764	01/14/13	599.75	003011	IFAX SOLUTIONS, INC		50808	RPRS & MAINT	490.78	
44765	01/14/13	427.51	002117	IULIANO #2 LLC		50765	TUITION REIMBURSEMEN	2,439.58	
44766	01/14/13	528.00	852	LAW OFFICES OF MARIE F. SANG	7	50821	POSTAGE & MAILING	221.96	
44767	01/14/13	112.25	003059	MAILFINANCE INC		50818	OFFICE SUPPLIES REIM	15.99	
44768	01/14/13	665.21	001145	MANAGED HEALTH NETWORK		50800	FUEL & LUBE	3,397.42	
44769	01/14/13	515.44	041	MISSION UNIFORM		50853	3/13-3/14 FAXSUPPORT	599.75	
44770	01/14/13	821.12	001454	MONTEREY BAY SYSTEMS		50835	CL 11004751	427.51	
44771	01/14/13	10.00	E606	MULLIS, MICHAEL		50854	DEC12 POSTALMET RENT	528.00	
44772	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50864	JAN 13 EAP PREMIUM	665.21	
44773	01/14/13	529.09	002721	NEXTEL COMMUNICATIONS/SPRINT		50727	UNIF & LAUNDRY	2.00	
44774	01/14/13	243.62	E629	NJAA, SHELDON		50728	UNIF & LAUNDRY	44.00	
44775	01/14/13	26,151.99	009	PACIFIC GAS & ELECTRIC		50729	UNIF & LAUNDRY	59.25	
44776	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50730	UNIF & LAUNDRY	173.47	
44777	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50783	UNIF & LAUNDRY	173.47	
44778	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50787	UNIF & LAUNDRY	4.00	
44779	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50788	UNIF & LAUNDRY	59.25	
44780	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50812	10/1-12/31 COPIER	821.12	
44781	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50820	DMV REIMBURSEMENT	10.00	
44782	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50801	REV VEH PARTS	219.66	
44783	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50809	REV VEH PARTS	34.18	
44784	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50810	REV VEH PARTS	2,652.24	
44785	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50845	REV VEH PARTS	83.77	
44786	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50797	11/26-12/25 TVM WIRE	84.48	
44787	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50802	11/25-12/25 DIR CONN	444.61	
44788	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50815	TRAVEL REIMBURSEMENT	243.62	
44789	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50803	11/22-12/24 1217RIVR	190.46	VOIDED
44790	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50804	11/22-12/24 1200RIVR	1,126.76	
44791	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50805	11/22-12/24 MMF	7,139.27	
44792	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50806	11/22-12/24	234.33	
44793	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50807	11/22-12/24 VERNON	4,614.16	
44794	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50850	11/29-12/28 PACIFIC	2,847.01	
44795	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50872	OPS BLDG ENGINEERING	10,000.00	
44796	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50803	11/22-12/24 1217RIVR	-190.46	**VOID
44797	01/14/13	2,989.85	001063	NEW FLYER INDUSTRIES LIMITED		50804	11/22-12/24 1200RIVR	-1,126.76	

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44776	01/14/13	043	71.49	PALACE ART & OFFICE SUPPLY		50805	11/22-12/24 MMF	-7,139.27	
44777	01/14/13	481	70.00	PIED PIPER EXTERMINATORS, INC.		50806	11/22-12/24	-234.33	
44778	01/14/13	002939	41,786.07	PREFERRED BENEFIT		50807	11/22-12/24 VERNON	-4,614.16	
44779	01/14/13	001149	64.40	PREFERRED PLUMBING, INC.		50850	11/29-12/28 PACIFIC	-2,847.01	
44779	01/14/13	001149	-64.40	PREFERRED PLUMBING, INC.		50872	OPS BLDG ENGINEERING	-10,000.00	
44781	01/14/13	107A	1,571.85	PROBUILD		50758	OFFICE SUPPLIES	205.36	
						50776	OFFICE SUPPLIES	39.72	
						50826	OFFICE SUPPLIES	-173.59	
						50843	NOV 12 SVC WTC	70.00	
						50867	JAN 13 DELTA DENTAL	41,786.07	
						50842	OUT RPR BLDG PT	64.40	VOIDED
						50842	OUT RPR BLDG PT	-64.40	**VOID
						50718	RPRS & MAINT	41.00	
						50719	RPRS & MAINT	19.50	
						50720	RPRS & MAINT	24.07	
						50721	RPRS & MAINT	33.69	
						50722	RPRS & MAINT	125.79	
						50723	RPRS & MAINT	19.07	
						50724	REV VEH PARTS	284.60	
						50725	REV VEH PARTS	10.50	
						50726	REV VEH PARTS	57.29	
						50733	REV VEH PARTS	163.23	
						50734	RPRS & MAINT	34.13	
						50735	RPRS & MAINT	5.06	
						50736	RPRS & MAINT	155.50	
						50737	RPRS & MAINT	23.39	
						50738	RPRS & MAINT	2.91	
						50744	RPRS & MAINT	32.38	
						50745	RPRS & MAINT	16.20	
						50746	RPRS & MAINT	111.13	
						50747	RPRS & MAINT	36.88	
						50748	RPRS & MAINT	5.65	
						50749	RPRS & MAINT	12.18	
						50750	RPRS & MAINT	16.96	
						50751	RPRS & MAINT	14.66	
						50752	RPRS & MAINT	5.87	
						50753	RPRS & MAINT	5.26	
						50754	RPRS & MAINT	48.96	
						50755	RPRS & MAINT	13.67	
						50756	RPRS & MAINT	140.11	
						50757	RPRS & MAINT	81.53	
						50782	RPRS & MAINT	11.69	
						50786	RPRS & MAINT	18.99	
						50833	DOT DRUG TEST	602.40	
						50740	DEC 12 MAINT	396.95	
						50824	11/19-12/18 IMAGES	288.30	
						50840	12/18-1/17 RENTAL	387.72	
						50813	KEY SWITCH REPLACED	18.88	
						50779	RPRS & MAINT	186.84	
						50811	HAZ WASTE DISPOSAL	2,484.84	
44782	01/14/13	003020	602.40	QUEST DIAGNOSTIC					
44783	01/14/13	001153	396.95	REPUBLIC ELEVATOR COMPANY					
44784	01/14/13	003024	288.30	RICOH USA, INC					
44785	01/14/13	215	387.72	RICOH USA, INC.					
44786	01/14/13	536	18.88	RIVERSIDE LIGHTING & ELECTRIC					
44787	01/14/13	045	186.84	ROYAL WHOLESALE ELECTRIC					
44788	01/14/13	001379	2,484.84	SAFETY-KLEEN					

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44789	01/14/13	018	94.80	SALINAS VALLEY FORD SALES		50731	REV VEH PARTS	94.80	
44790	01/14/13	135	238.26	SANTA CRUZ AUTO PARTS, INC.		50760	REV VEH PARTS	110.94	
						50761	REV VEH PARTS	29.81	
						50784	REV VEH PARTS	77.03	
						50785	REV VEH PARTS	20.48	
44791	01/14/13	001944	64.05	SANTA CRUZ COUNTY LAW LIBRARY		50822	COPIES	64.05	
44792	01/14/13	345	150.00	SANTA CRUZ COUNTY OFFICE OF		50830	FINGERPRINTING FEE	150.00	
44793	01/14/13	848	10.75	SANTA CRUZ ELECTRONICS, INC.		50791	RPRS & MAINT	10.75	
44794	01/14/13	002917	24,203.99	SANTA CRUZ METRO TRANSIT W/C		50875	NOV 12 FEES	877.91	
						50876	12/16-12/31 W/C RESV	23,326.08	
44795	01/14/13	002459	196.89	SCOTT'S VALLEY WATER DISTRICT		50814	10/4-12/4 SVTC	196.89	
44796	01/14/13	001277	6,716.40	SJB GLOBALNET, INC.		50857	HP HW & SW SUPPORT	6,716.40	
44797	01/14/13	001347	7,200.00	TECHNICAL SERVICES ASSOC., INC		50873	7/1/11-9/30/12 MAINT	7,200.00	
44798	01/14/13	002077	2,100.00	TERMINIX INTERNATIONAL	7	50851	OPS BLDG FUMIG TRMT	950.00	
						50852	OPS BLDG FUMIG TRMT	1,150.00	
44799	01/14/13	001165	334.32	VU, THANH DR. MD	7	50762	DMV EXAM	75.00	
						50828	DMV EXAM	75.00	
						50831	PRE-EMPLOY EXAM	92.16	
						50832	PRE-EMPLOY EXAM	92.16	
44800	01/14/13	E917	66.00	THORN, MIKE		50766	DMV REIMBURSEMENT	66.00	
44801	01/14/13	002954	4,816.51	TIRE DISTRIBUTION SYSTEMS, LLC	7	50769	TIRES & LUBE	2,732.73	
						50770	TIRES & LUBE	486.36	
						50771	TIRES & LUBE	1,112.62	
						50772	TIRES & LUBE	32.93	
						50836	TIRES & TUBES	324.00	
						50837	TIRES & TUBES	127.87	
44802	01/14/13	170	344.85	TOWNSEND'S AUTO PARTS		50759	REV VEH PARTS	344.85	
44803	01/14/13	003044	33,280.00	TRC ENGINEERS, INC.		50858	10/30-11/30 SVCS	33,280.00	
44804	01/14/13	007	29.88	UNITED PARCEL SERVICE		50717	FRT OUT	29.88	
44805	01/14/13	002829	1,427.83	VALLEY POWER SYSTEMS, INC.		50742	REV VEH PARTS	1,064.44	
						50743	REV VEH PARTS	306.62	
						50847	REV VEH PARTS	33.98	
						50862	REV VEH PARTS	9.77	
						50863	REV VEH PARTS	13.02	
44806	01/14/13	E918	39.00	VASSEUR, NOAH		50829	DMV REIMBURSEMENT	39.00	
44807	01/14/13	001353	1,595.00	VISION COMMUNICATIONS		50741	DEC 12 MAINT	1,595.00	
44808	01/14/13	001043	10,276.95	VISION SERVICE PLAN		50866	JAN 13 VSP	10,276.95	
44809	01/14/13	001506	1,582.58	WESTERN STATES OIL CO., INC.		50739	FUEL & LUBE	1,582.58	
44810	01/14/13	147	47.11	ZEE MEDICAL SERVICE CO.		50796	SAFETY SUPPLIES	47.11	
44811M01	01/14/13	009	10,000.00	PACIFIC GAS & ELECTRIC		50879	OPS BLDG ENG REVIEW	10,000.00	MANUAL
44812	01/14/13	009	16,151.99	OPS BLDG ENG REVIEW		50880	11/29-12/28 PACIFIC	2,847.01	
						50881	11/22-12/24 1217RIVR	190.46	
						50882	11/22-12/24 1200RIVR	1,126.76	
						50883	11/22-12/24 MMF	7,139.27	
						50884	11/22-12/24 122BRIVR	234.33	
						50885	11/22-12/24 VERNON	4,614.16	
44813	01/21/13	382	7,620.00	AIRTEC SERVICE		50931	HEATER RPR UPH ROOM	2,836.00	
44814	01/21/13	294	142.24	ANDY'S AUTO SUPPLY	0	50932	HEATER RPR UPH ROOM	4,784.00	
						50930	RPR PARTS REV VEH	142.24	

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44815	01/21/13	412.61 001G	AT&T			50942	OPS PHONE	104.11	
44816	01/21/13	6,165.96 001844	BRINKS INCORPORATED			50943	REPEATERS	308.50	
44817	01/21/13	1,000.00 003022	CAFE AMIGO			50914	DEC 1200B SERVICE	3,762.00	
44818	01/21/13	745.00 002931	CALACT			50915	DEC 1200B SERVICE	2,403.96	
44819	01/21/13	5,000.00 001324	CAPITALEGE ADVOCACY, INC.			50900	JAN13 CUSTODIAL SVCS	1,000.00	
44820	01/21/13	25.13 001346	CITY OF SANTA CRUZ-FINANCE			50919	2013 MEMBERSHIP	745.00	
44821	01/21/13	20,533.53 001124	CLEAN ENERGY			50917	JAN 13 SVCS	5,000.00	
44822	01/21/13	52.23 002063	COSTCO			50941	DEC 12 LANDFILL	25.13	
44823	01/21/13	192.00 002567	DEPARTMENT OF JUSTICE			50904	12/19 LNG	9,656.48	
44824	01/21/13	1,174.55 001329	DOC AUTO LLC			50916	12/22 LNG	10,877.05	
44825	01/21/13	1,395.00 916	DOCTORS ON DUTY MEDICAL CLINIC			50891	BOD MEETING 1/11/13	52.23	
44826	01/21/13	1,436.85 432	EXPRESS SERVICES INC.			50968	DEC12 FINGERPRINTING	192.00	
44827	01/21/13	90.00 002295	FIRST ALARM			50920	OUT RPR REV VEH	185.64	
44828	01/21/13	36.43 002952	FLYERS ENERGY LLC			50921	OUT RPR REV VEH	988.91	
44829	01/21/13	29.82 282	GRAINGER			50901	DOT DRUG TESTS	1,395.00	
44830	01/21/13	332.02 546	GRANITEROCK COMPANY			50907	TEMP W/E 12/23	767.25	
44831	01/21/13	724.17 001097	GREENWASTE RECOVERY, INC.			50936	TEMP FLT W/E 1/6/13	669.60	
44832	01/21/13	15,238.97 001745	HARTFORD LIFE AND ACCIDENT INS			50903	DEC 12 DISPATCH SVCS	90.00	
44833	01/21/13	600.00 002313	HARTSELL & OLIVIERI	7		50957	PROPANE	36.43	
44834	01/21/13	3,934.98 002117	IULIANO #2 LLC	7		50905	RPRS & MAINT	29.82	
44835	01/21/13	3,052.23 110	JESSICA GROCERY STORE, INC.			50906	RPRS & MAINT	332.02	
44836	01/21/13	2,235.08 878	KELLY SERVICES, INC.			50937	1/1-3/31 LOMOND	55.77	
44837	01/21/13	40.00 T236	KENNELLY, JOHN FOR MAUREEN			50938	1/1-3/31 BIG BASIN	55.77	
44838	01/21/13	50.00 880	LEXISNEXIS			50939	1/1-3/31 AIRP/FREEDM	111.54	
44839	01/21/13	1,758.04 001119	MACERICH			50940	1/1-3/31 HWY 17	167.31	
44840	01/21/13	10.00 E475	MAHAN, DAVID			50944	1/1-3/31 GRN VALLEY	55.77	
44841	01/21/13	112.25 003059	MAILFINANCE INC			50945	1/1-3/31 MT. HERMON	54.93	
44842	01/21/13	25,507.29 003017	MANSFIELD OIL CO OF GAINSVILLE			50946	1/1-3/31 SOQ NORTH	55.77	
44843	01/21/13	1,671.61 001052	MID VALLEY SUPPLY			50947	1/1-3/31 SOQ SOUTH	55.77	
44844	01/21/13	182.91 041	MISSION UNIFORM			50948	1/1-3/31 FREEDOM	55.77	
						50949	1/1-3/31 FREE/BOWKER	55.77	
						50961	JAN 13 LTD	10,317.95	
						50962	JAN 13 LIFE AD&D	4,921.02	
						50955	BOD MEETING 12/7/12	600.00	
						50888	FEB 13 RENT	3,574.98	
						50890	2012 PG&E ELECTRIC	360.00	
						50960	JAN13 CUSTODIAL SVCS	3,052.23	
						50964	TEMP W/E 1/6	401.92	
						50965	TEMP W/E 12/16	1,683.16	
						50934	TEMP CONV FEE	150.00	
						50934	10 TICKETS @\$4.00/EA	40.00	
						50902	DEC 12 SVCS	50.00	
						50887	FEB 13 RENT CAP MALL	1,758.04	
						50895	DMV REIMBURSEMENT	10.00	
						50913	JAN13 POSTMETER RENT	112.25	
						50933	DIESEL 12/20/12	25,507.29	
						50928	CLEANING SUPPLIES	1,671.61	
						50912	UNIF & LAUNDRY	33.09	
						50923	UNIF & LAUNDRY	33.41	
						50924	UNIF & LAUNDRY	33.41	

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44845	01/21/13	539.34 003061		NEOFUNDS BY NEOPOST DBA		50926	UNIF & LAUNDRY	66.00	
44846	01/21/13	4,082.53 001063		NEW FLYER INDUSTRIES LIMITED		50970	UNIF & LAUNDRY	20.00	
						50950	POSTAGE & MAILING	539.34	
						50951	REV VEH PARTS	174.68	
						50952	REV VEH PARTS	3,529.83	
						50953	REV VEH PARTS	177.14	
						50889	REV VEH PARTS	200.88	
44847	01/21/13	2,510.38 002721		NEXTEL COMMUNICATIONS/SPRINT		50953	REV VEH PARTS	200.88	
44848	01/21/13	1,153.00 0099A		P G & E INSTALLMENT ACCT		50889	12/4-1/3 TELECOMM	2,510.38	
44849	01/21/13	2,357.00 009		PACIFIC GAS & ELECTRIC		50899	FEB 13 PMT	1,153.00	
44850	01/21/13	190.62 043		PALACE ART & OFFICE SUPPLY		50956	11/21-1/4 SVTC	2,357.00	
						50892	OFFICE SUPPLIES	140.87	
						50918	OFFICE SUPPLIES	49.75	
44851	01/21/13	241.00 481		PIED PIPER EXTERMINATORS, INC.		50911	DEC 12 PEST CONTROL	241.00	
44852	01/21/13	1,010.06 001149		PREFERRED PLUMBING, INC.		50969	OUT RPR BLD PT	1,010.06	
44853	01/21/13	697.74 215		RICOH USA, INC.		50896	12/26-1/25 LEASE	266.44	
						50897	12/18-1/17 LEASE	431.30	
44854	01/21/13	35,672.79 002917		SANTA CRUZ METRO TRANSIT W/C		50967	1/1-1/14 W/C RESERV	35,672.79	
44855	01/21/13	199.66 149		SANTA CRUZ SENTINEL	0	50966	LEGAL AD	199.66	
44856	01/21/13	210.00 001121		SILENT PARTNER SECURITY INC.		50927	1/1-3/31 ORT ALARM	210.00	
44857	01/21/13	12,708.73 001075		SOQUEL III ASSOCIATES	7	50886	FEB 13 RENT RESEARCH	12,708.73	
44858	01/21/13	95.66 001232		SPECIALIZED AUTO AND		50922	OUT RPR REV VEH	95.66	
44859	01/21/13	3,130.78 002954		TIRE DISTRIBUTION SYSTEMS, LLC	7	50908	TIRES & TUBES	1,255.86	
						50909	TIRES & TUBES	972.71	
						50910	TIRES & TUBES	423.61	
44860	01/21/13	11,045.83 057		U.S. BANK		50929	TIRES & TUBES	478.60	
						50893	4246-0400-1371-4946	1,419.00	
						50894	4246-0441-0112-5056	9,626.83	
						50959	FRT OUT	68.01	
						50954	1/2-1/29 FENCE RENTL	10.88	
						50958	JOHN DEERE DIAG SFTW	203.44	
						51062	CLPB032233 CHIPRES	22,500.00	MANUAL
44865	01/28/13	211.81 294		CLPB032233 CHIPRES	0	51030	REV VEH PARTS	211.81	
44866	01/28/13	85.70 001G		ANDY'S AUTO SUPPLY		51064	REPEATERS	85.70	
44867	01/28/13	78.46 M033		AT&T	0	50973	FEB 13 RETIREE SUPP	78.46	
44868	01/28/13	3,359.16 059		BAILEY, NEIL		51063	REV VEH PARTS	3,359.16	
44869	01/28/13	6,128.78 001356		BATTERIES USA, INC.		51034	REV VEH PARTS	4,217.42	
				BRENCO OPERATING-TEXAS, LP		51035	REV VEH PARTS	1,911.36	
44870	01/28/13	69.60 001112		BRINKS AWARDS & SIGNS	7	51027	NAME PLATE	34.80	
						51028	NAME PLATE	34.80	
44871	01/28/13	664,523.08 502		CA PUBLIC EMPLOYEES'		50994	FEB 13 MED INSURANCE	664,523.08	
44872	01/28/13	78.46 M022		CAPELLA, KATHLEEN	0	50983	FEB 13 RETIREE SUPP	78.46	
44873	01/28/13	2,156.66 909		CLASSIC GRAPHICS		51055	OUT RPR # 2226	2,156.66	
44874	01/28/13	19,646.16 001124		CLEAN ENERGY		51014	12/26 LNG	8,695.37	
						51015	12/29 LNG	10,950.79	
44875	01/28/13	1,368.60 002063		COSTCO		51061	OFFICE SUPPLIES	1,368.60	
44876	01/28/13	22,542.42 504		CUMMINS WEST, INC.		51016	OUT RPR #2810	19,805.31	
44877	01/28/13	39.23 M039		DAVILA, ANA MARIA	0	51017	REV VEH PARTS	2,737.11	
44878	01/28/13	948.17 001329		DOC AUTO LLC		50974	FEB 13 RETIREE SUPP	39.23	
						51011	OUT RPR REV VEH	346.82	

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44879	01/28/13	250.00 003060	EDDIE LOZANO NCAC, CADC II SAP	51023	51023	OUT RPR REV VEH	601.35		
44880	01/28/13	1,116.00 432	EXPRESS SERVICES INC.	51070	51070	1/14 SAP EVALUATION	250.00		
44881	01/28/13	94.02 959	FIRST ADVANTAGE OCCUPATIONAL	51073	51073	TEMP W/E 1/13	1,116.00		
44882	01/28/13	836.75 002962	FIS	51068	51068	DEC 12 MERCH FEES	94.02		
44883	01/28/13	11,587.92 002952	FLYERS ENERGY LLC	51057	51057	1/1-1/15 FLT FUEL	836.75		
				51074	51074	1/1-1/15 FUEL PARACK	2,780.65		
44884	01/28/13	39.23 M100	GARCIA, HELEN	50975	50975	FEB 13 RETIREE SUPP	8,807.27		
44885	01/28/13	10.72 E665	GARCIA, JUAN JOSE	50990	50990	TRAVEL REIMBURSEMENT	39.23		
44886	01/28/13	40.00 E272	GARCIA-SUMANO, ELEUTERIO	51071	51071	DMV REIMBURSEMENT	10.72		
44887	01/28/13	78.46 M041	GOUVEIA, ROBERT	50976	50976	FEB 13 RETIREE SUPP	40.00		
44888	01/28/13	6.69 282	GRAINGER	50998	50998	RPR & MAINT	78.46		
				51050	51050	RPR & MAINT	1.34		
44889	01/28/13	224.40 001097	GREENWASTE RECOVERY, INC.	51067	51067	DEC 12 GARBAGE	5.35		
44890	01/28/13	309.70 M061	KAMEDA, TERRY	50984	50984	FEB 13 RETIREE SUPP	224.40		
44891	01/28/13	577.48 001233	KIMBALL MIDWEST	51046	51046	REV VEH PARTS	309.70		
44892	01/28/13	4,437.75 852	LAW OFFICES OF MARIE F. SANG	50991	50991	11002953;12000055	577.48		
				51004	51004	CL# 2004103551	192.00		
				51006	51006	CL2007171384 1200693	1,232.00		
				51007	51007	CL12000554	224.00		
				51008	51008	CL 2010227273	880.00		
				51009	51009	CL 2010226708	368.00		
				51010	51010	CL09210149,09218396	1,141.75		
44893	01/28/13	698.36 001145	MANAGED HEALTH NETWORK	51069	51069	FEB 13 EAP PREMIUM	352.00		
44894	01/28/13	568.15 980	MCMMASTER-CARR SUPPLY CO	51048	51048	RPR & MAINT	48.00		
44895	01/28/13	410.54 001052	MID VALLEY SUPPLY	50999	50999	VEH CLEANING SUPPLY	698.36		
				51001	51001	VEH CLEANING SUPPLIE	568.15		
				51020	51020	CREDIT NOTE	180.74		
				51021	51021	UNIF & LAUNDRY	335.23		
				51058	51058	UNIF & LAUNDRY	-105.43		
44896	01/28/13	245.15 041	MISSION UNIFORM	51021	51021	UNIF & LAUNDRY	59.25		
				51059	51059	UNIF & LAUNDRY	177.54		
				50995	50995	UNIF & LAUNDRY	4.18		
44897	01/28/13	1,420.74 001454	MONTEREY BAY SYSTEMS	50996	50996	10/12-12/12 OVERAGES	4.18		
				51054	51054	CAMERA/SURVEILLANCE	303.00		
44898	01/28/13	8,500.00 002940	OJO TECHNOLOGY, INC.	51066	51066	12/8-1/8 PARA CRUZ	1,117.74		
44899	01/28/13	1,029.86 009	PACIFIC GAS & ELECTRIC	50992	50992	OFFICE SUPPLIES	8,500.00		
44900	01/28/13	942.87 043	PALACE ART & OFFICE SUPPLY	50997	50997	OFFICE SUPPLIES	1,029.86		
				51025	51025	OFFICE SUPPLIES	454.58		
				51026	51026	OFFICE SUPPLIES	78.08		
				51032	51032	OFFICE SUPPLY	0.85		
				51033	51033	OFFICE SUPPLIES	187.25		
44901	01/28/13	337.71 M057	PARHAM, WALLACE	50985	50985	FEB 13 RETIREE SUPP	24.02		
44902	01/28/13	948.00 002947	PEDALERS EXPRESS	51029	51029	DEC 12 SVCS	198.09		
44903	01/28/13	39.23 M109	PEREZ, CHERYL	50977	50977	FEB 13 RETIREE SUPP	337.71		
44904	01/28/13	247.21 M064	PETERS, TERRIE	50986	50986	FEB 13 RETIREE SUPP	948.00		
44905	01/28/13	542.50 481	PIED PIPER EXTERMINATORS, INC.	51019	51019	JAN 13 SVCS	39.23		
				51037	51037	DEC 12 PEST CONTROL	247.21		
				51053	51053	DEC 12 PEST CONTROL	241.00		
							183.00		
							48.50		

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44906	01/28/13	337.61 M058	POTEETE, BEVERLY	0	51065	DEC 12	PEST CONTROL	70.00	
44907	01/28/13	418.50 001149	PREFERRED PLUMBING, INC.		50987	FEB 13	RETIREE SUPP	337.61	
44908	01/28/13	56.38 107A	PROBUILD		51018	OUT RPR	PAC STATION	418.50	
44909	01/28/13	396.95 001153	REPUBLIC ELEVATOR COMPANY		51022	RPR & MAINT		26.97	
44910	01/28/13	158.67 536	RIVERSIDE LIGHTING & ELECTRIC		51031	REV VEH PARTS		24.20	
44911	01/28/13	78.46 M085	ROSSI, DENISE		51060	RPR & MAINT		5.21	
44912	01/28/13	39.23 M030	ROWE, RUBY	0	51051	JAN 13	MAINT	396.95	
44913	01/28/13	50.80 135	SANTA CRUZ AUTO PARTS, INC.		51003	RPR & MAINT		158.67	
44914	01/28/13	170.87 079	SANTA CRUZ MUNICIPAL UTILITIES		50978	FEB 13	RETIREE SUPP	78.46	
44915	01/28/13	191.38 760	SCMTD PETTY CASH - PARACRUZ		50979	FEB 13	RETIREE SUPP	39.23	
44916	01/28/13	9,918.00 003054	SERVICE STATION SYSTEMS CORP		51002	EQUIP REPAIR		50.80	
44917	01/28/13	2,500.00 002267	SHAW / YODER / ANTWIH, INC.		51072	12/11-1/10 OPS		170.87	
44918	01/28/13	104.30 M010	SHORT, SLOAN	0	50972	PETTY CASH REIMBURSE		191.38	
44919	01/28/13	39.23 M054	SLOAN, SUZANNE	0	51056	OUT RPR EQUIP		9,918.00	
44920	01/28/13	95.29 001232	SPECIALIZED AUTO AND		51047	JAN 13	LEG SVCS	2,500.00	
44921	01/28/13	454.36 080A	STATE BOARD OF EQUALIZATION		50988	FEB 13	RETIREE SUPP	39.23	
44922	01/28/13	2,718.00 001857	SWRCB FEES		51076	OCT-DEC12	DIESEL TAX	454.36	
44923	01/28/13	75.00 001165	VU, THANH DR. MD	7	51044	2013 WATER PER MMF		1,359.00	
44924	01/28/13	448.39 002675	THOMSON REUTERS BARCLAYS		51045	2013 WATER PERM OPS		1,359.00	
44925	01/28/13	39.23 M086	TOLINE, DONALD	0	50971	DEC 12	SVCS	339.34	
44926	01/28/13	472.09 003037	TYCO INTEGRATED SECURITY LLC		51075	12/5-1/4	SUBSCRIPT	109.05	
44927	01/28/13	6.85 002829	VALLEY POWER SYSTEMS, INC.		50981	FEB 13	RETIREE SUPP	39.23	
44928	01/28/13	1,595.00 001353	VISION COMMUNICATIONS		51038	FEB 13	ALARMS	111.01	
44929	01/28/13	309.70 M076	VONWAL, YVETTE	0	51039	FEB 13	ALARMS	103.77	
44930	01/28/13	39.23 M088	YAGI, RANDY	0	51040	FEB 13	ALARMS	54.79	
44931	01/28/13	106.07 147	ZEE MEDICAL SERVICE CO.		51041	FEB 13	ALARMS	76.68	
44932M01/28/13		1,713.00 080	STATE BOARD OF EQUALIZATION		51042	FEB 13	ALARMS	50.15	
			2012 Q3 SALES TAX		51043	FEB 13	ALARMS	75.69	
			ACCOUNTS PAYABLE		51049	REV VEH PARTS		6.85	
					51052	JAN 13	MAINT	1,595.00	
					50989	FEB 13	RETIREE SUPP	309.70	
					50982	FEB 13	RETIREE SUPP	39.23	
					51012	SAFETY SUPPLIES		77.83	
					51013	SAFETY SUPPLIES		28.24	
					51077	2012 Q3 SALES TAX		1,713.00	MANUAL

TOTAL 1,879,737.85 TOTAL CHECKS 260 1,879,737.85



Minutes- Board of Directors

February 8, 2013

A Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District was convened on the above date at the Administrative Offices of Santa Cruz METRO, located at 110 Vernon Street, in Santa Cruz, California.

1. CALL TO ORDER

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

2. ROLL CALL

The following Directors were present:

- Director Margarita Alejo
- Director Hilary Bryant ARRIVED AFTER ROLL CALL
- Director Dene Bustichi
- Director Daniel Dodge
- Director Zach Friend
- Director Ron Graves
- Director Michelle Hinkle
- Director Deborah Lane ARRIVED AFTER ROLL CALL
- Director John Leopold
- Director Bruce McPherson
- Director Lynn Robinson ARRIVED AFTER ROLL CALL
- Ex-Officio Director Donna Blitzer

STAFF PRESENT

Anthony Tapiz, Administrative Services Coordinator
Leslie R. White, General Manager
Leslyn K. Syren, District Counsel

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

Angela Aitken, SC METRO
Erron Alvey, SC METRO
Lorraine Bayer, SC METRO
Tove Beatty, SC METRO

Robert Cotter, SC METRO
Daniel de la Garza, SC METRO
Carolyn Derwing, SEA
Erich Friedrich, SC METRO

Claire Fliesler, SC METRO
Virginia Johnson, Supv. McPherson's Office
April Warnock, Paracruz

Debbie Kinslow, SC METRO
Will Regan, VMU

3. ANNOUNCEMENTS

None.

4. COMMUNICATIONS TO THE BOARD OF DIRECTORS

None.

5. LABOR ORGANIZATION COMMUNICATIONS

All bargaining unit presidents welcomed the new Directors.

6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

DIRECTORS BRYANT AND ROBINSON ARRIVED.

CONSENT AGENDA

- 7-1. MONTHLY BUDGET STATUS REPORTS YEAR TO DATE AS OF NOVEMBER 30, 2012
- 7-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF NOVEMBER 2012
- 7-3. ACCEPT AND FILE FINANCIAL STATEMENTS WITH INDEPENDENT AUDITOR'S REPORT FOR YEAR ENDED JUNE 30, 2012
- 7-4. CONSIDERATION OF METROBASE STATUS REPORT
- 7-5. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH UNITED INDUSTRIES GROUP, INC. TO EXTEND THE CONTRACT FOR A THREE-MONTH PERIOD
- 7-6. ACCEPT AND FILE REPORT ON THE STATE OF CALIFORNIA BUDGETS AS PROPOSED AND THEIR IMPACTS ON TRANSIT FUNDING, SPECIFICALLY STATE TRANSIT ASSISTANCE (STA) FUNDING FOR FY13 AND FY14

ACTION: MOTION: DIRECTOR GRAVES SECOND: DIRECTOR BRYANT

APPROVE CONSENT AGENDA AS PRESENTED.

MOTION PASSED UNANIMOUSLY WITH DIRECTORS LANE AND LEOPOLD BEING ABSENT.

7-15.2

REGULAR AGENDA

8. CONSIDERATION OF ADOPTION OF A RESOLUTION ESTABLISHING THE MEETING TIMES OF THE BOARD OF DIRECTORS AS 8:00 AM FOR THE PERIOD OF FEBRUARY 22, 2013 THROUGH MAY 24, 2013

DIRECTOR LANE ARRIVED.

Leslyn Syren presented the staff report. There was a discussion about changing the start time of BOD meetings through May, 2013.

ACTION: MOTION: DIRECTOR ROBINSON SECOND: DIRECTOR ALEJO

ADOPT A RESOLUTION ESTABLISHING THE MEETING TIMES OF THE BOARD OF DIRECTORS AS 8:00 AM FOR THE PERIOD OF FEBRUARY 22, 2013 THROUGH MAY 24, 2013.

MOTION PASSED UNANIMOUSLY WITH DIRECTOR LEOPOLD BEING ABSENT.

9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH WAVE CREST DEVELOPMENT, INC, 3D FAMILY LIMITED PARTNERSHIP, AND LAWRENCE MICHAELS FAMILY LIMITED PARTNERSHIP FOR PROPERTY LOCATED AT 135 DU BOIS STREET, SANTA CRUZ, CA FOR THE JUDY K. SOUZA OPERATIONS BUILDING BUS PARKING TEMPORARY RELOCATION

Frank Cheng presented the staff report. There was a discussion about temporary parking for buses.

ACTION: MOTION: DIRECTOR FRIEND SECOND: DIRECTOR BRYANT

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH WAVE CREST DEVELOPMENT, INC, 3D FAMILY LIMITED PARTNERSHIP, AND LAWRENCE MICHAELS FAMILY LIMITED PARTNERSHIP FOR PROPERTY LOCATED AT 135 DU BOIS STREET, SANTA CRUZ, CA FOR THE JUDY K. SOUZA OPERATIONS BUILDING BUS PARKING TEMPORARY RELOCATION.

MOTION PASSED UNANIMOUSLY WITH DIRECTOR LEOPOLD BEING ABSENT.

10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CHANGE ORDER CONTRACT AMENDMENT WITH LEWIS C. NELSON AND SONS FOR SCOPE OF WORK RELATED TO THE JUDY K. SOUZA OPERATIONS BUILDING RELOCATION IN AN AMOUNT NOT TO EXCEED \$250,000.00

Frank Cheng presented the staff report. There was a discussion about the work being done.

ACTION: MOTION: DIRECTOR GRAVES SECOND: DIRECTOR DODGE

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CHANGE ORDER CONTRACT AMENDMENT WITH LEWIS C. NELSON AND SONS FOR SCOPE OF WORK RELATED TO THE JUDY K. SOUZA OPERATIONS BUILDING RELOCATION IN AN AMOUNT NOT TO EXCEED \$250,000.00.

MOTION PASSED UNANIMOUSLY WITH DIRECTOR LEOPOLD BEING ABSENT.

11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH RNL DESIGN, INC. FOR GEOTECHNICAL ENGINEERING SERVICES AND SPECIALTY INSPECTIONS IN AN AMOUNT NOT TO EXCEED \$175,000.00

Frank Cheng presented the staff report. There was a discussion about the contract amendment with RNL.

ACTION: MOTION: DIRECTOR BRYANT SECOND: DIRECTOR ROBINSON

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH RNL DESIGN, INC. FOR GEOTECHNICAL ENGINEERING SERVICES AND SPECIALTY INSPECTIONS IN AN AMOUNT NOT TO EXCEED \$175,000.00.

MOTION PASSED UNANIMOUSLY WITH DIRECTOR LEOPOLD BEING ABSENT.

12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH TRC SOLUTIONS, INC. FOR PRE-STRESSED PILE TESTING AND INSPECTIONS IN AN AMOUNT NOT TO EXCEED \$25,000.00

Frank Cheng presented the staff report. There was a discussion about costs.

ACTION: MOTION: DIRECTOR ROBINSON SECOND: DIRECTOR GRAVES

AUTHORIZE THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH TRC SOLUTIONS, INC. FOR PRE-STRESSED PILE TESTING AND INSPECTIONS IN AN AMOUNT NOT TO EXCEED \$25,000.00.

MOTION PASSED UNANIMOUSLY WITH DIRECTOR LEOPOLD BEING ABSENT.

13. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Leslyn Syren announced that the Board would be having a conference with legal counsel regarding the existing litigation of Erika Guido, and a conference with labor negotiators regarding UTU, Local 23 Fixed Route, UTU Local 23 Paracruz, and SEIU, Local 521.

14. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr, UTU, requested a letter of support for AB160, which would exempt transit employees from California pension reforms.

15. REPORT OF CLOSED SESSION

Leslyn Syren stated that there were no reportable actions taken in Closed Session.

16. ORAL ANNOUNCEMENT

The next regularly scheduled Board meeting will be held Friday, February 22, 2013 at 8:00 a.m. at the Watsonville City Council Chambers, 275 Main Street, Watsonville, California.

17. ADJOURNMENT

There being no further business, Vice Chair Bustichi adjourned the meeting at 10:07 a.m. to the next regularly scheduled Board Meeting.

Respectfully submitted,



ANTHONY TAPIZ
Administrative Services Coordinator



A meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District was convened on the above date at the Watsonville City Council Chambers, 275 Main Street, Watsonville, California.

1. CALL TO ORDER

Chair Dodge called the meeting to order at 8:15 a.m.

2. ROLL CALL

The following Directors were present:

- Director Margarita Alejo
- Director Hilary Bryant
- Director Dene Bustichi
- Director Daniel Dodge
- Director Zach Friend
- Director Ron Graves
- Director Michelle Hinkle
- Director Deborah Lane
- Director John Leopold
- Director Bruce McPherson
- Director Lynn Robinson
- Ex-Officio Director Donna Blitzer



STAFF PRESENT

Anthony Tapiz, Administrative Services Coordinator
Leslie R. White, General Manager
Leslyn K. Syren, District Counsel

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

Angela Aitken, SC METRO
Robert Cotter, SC METRO
Tove Beatty, SC METRO
Debbie Kinslow, SC METRO

Erron Alvey, SC METRO
April Warnock, Paracruz
Carolyn Derwing, SEA

3. ANNOUNCEMENTS

- 3-1. Liseth Guizar announced that she will be available for Spanish language interpretation during the meeting.
- 3-2. Chair Dodge announced that today's meeting is being broadcast by Community Television of Santa Cruz County.
- 3-3. Chair Dodge thanked TAQUERIA LIDIA for the refreshments today, and said that TAQUERIA LIDIA is located in the Watsonville Transit Center, where they serve a variety of authentic Mexican Oaxacan dishes. Chair Dodge thanked 2nd Street Café as well.

4. COMMUNICATIONS TO THE BOARD OF DIRECTORS

- 4-1. MEMORANDUM IN SUPPORT OF VERONICA ELSEA AND DEFICIENCIES FOR THE SIGHT-IMPAIRED ON METRO'S WEBSITE AND SMART CARD PROCUREMENT PROCEDURE.
D. Norman Hagen, Chair, Metro Advisory Committee, Santa Cruz, California

5. LABOR ORGANIZATION COMMUNICATIONS

None.

6. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

CONSENT AGENDA

- 7-1. NOTIFICATION OF ACTION TAKEN IN CLOSED SESSION: RICARDO YEPEZ V. SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (BEFORE THE WORKERS' COMPENSATION APPEALS BOARD)
- 7-2. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO SIGN A CONTRACT AMENDMENT WITH THE LAW OFFICES OF MARIE F. SANG FOR LEGAL SERVICES IN THE AREA OF WORKERS' COMPENSATION EXTENDING THE CONTRACT FOR TWO MONTHS
- 7-3. CONSIDERATION OF AWARD OF CONTRACT WITH SJB GLOBALNET, INC. FOR VOICE OVER INTERNET PROTOCOL (VOIP) SYSTEM SUPPORT SERVICES IN AN AMOUNT NOT TO EXCEED \$125,000
- 7-4. ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS
- 7-5. ACCESSIBLE SERVICES REPORT FOR DECEMBER 2012
- 7-6. SANTA CRUZ METRO SYSTEM RIDERSHIP REPORT FOR DECEMBER 2012

7-15.7

ACTION: MOTION: DIRECTOR BRYANT SECOND: DIRECTOR GRAVES

APPROVE CONSENT AGENDA AS PRESENTED.

MOTION PASSED UNANIMOUSLY WITH DIRECTORS ALEJO, BUSTICHI, FRIEND, LEOPOLD AND MCPHERSON BEING ABSENT.

REGULAR AGENDA

8. CONSIDERATION OF APPOINTING DIRECTORS TO THE SANTA CRUZ CIVIC IMPROVEMENT CORPORATION

Leslie R. White, Chief Executive Officer, SCCIC

ACTION: MOTION: DIRECTOR BRYANT SECOND: DIRECTOR GRAVES

APPROVE APPOINTMENT OF DIRECTORS BRYANT, GRAVES, HINKLE, LANE AND ROBINSON TO THE SANTA CRUZ CIVIC IMPROVEMENT CORPORATION.

MOTION PASSED UNANIMOUSLY WITH DIRECTORS ALEJO, BUSTICHI, FRIEND, LEOPOLD AND MCPHERSON BEING ABSENT.

9. PRESENTATION OF EMPLOYEE ANNIVERSARIES

Samuel Garcia was unable to attend.

10. CONSIDERATION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF BRENT FOUSE AS A TRANSIT SUPERVISOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ACTION DEFERRED.

11. CONSIDERATION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF JOSE POLANCO AS A BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ACTION: MOTION: DIRECTOR ROBINSON SECOND: DIRECTOR HINKLE

APPROVE RESOLUTION OF APPRECIATION FOR THE SERVICES OF JOSE POLANCO AS A BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT.

MOTION PASSED UNANIMOUSLY WITH DIRECTORS ALEJO, BUSTICHI, FRIEND, LEOPOLD AND MCPHERSON BEING ABSENT.

12. CONSIDERATION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF KENNETH TICHENOR AS A BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ACTION DEFERRED.

13. CONSIDERATION OF APPOINTMENT OF ROSEANN MARQUEZ TO THE METRO ADVISORY COMMITTEE FOR A TERM ENDING FEBRUARY 21, 2015

ACTION: MOTION: DIRECTOR GRAVES SECOND: DIRECTOR ROBINSON

APPROVE APPOINTMENT OF ROSEANN MARQUEZ TO THE METRO ADVISORY COMMITTEE FOR A TERM ENDING FEBRUARY 21, 2015.

MOTION PASSED UNANIMOUSLY WITH DIRECTORS ALEJO, BUSTICHI, FRIEND, LEOPOLD AND MCPHERSON BEING ABSENT.

14. CONSIDERATION OF CONTINUING SPONSORSHIP OF LEADERSHIP SANTA CRUZ COUNTY IN ORDER TO PROVIDE EDUCATION ON TRANSPORTATION ISSUES, SERVICES, AND FACILITIES AND TO PROVIDE THE OPPORTUNITY FOR METRO STAFF TO PARTICIPATE IN THE PROGRAM

Les White presented the staff report. There was a discussion about Leadership Santa Cruz.

ACTION: MOTION: DIRECTOR GRAVES SECOND: DIRECTOR HINKLE

APPROVE CONTINUED SPONSORSHIP OF LEADERSHIP SANTA CRUZ COUNTY IN ORDER TO PROVIDE EDUCATION ON TRANSPORTATION ISSUES, SERVICES, AND FACILITIES AND TO PROVIDE THE OPPORTUNITY FOR METRO STAFF TO PARTICIPATE IN THE PROGRAM.

MOTION PASSED UNANIMOUSLY WITH DIRECTORS ALEJO, BUSTICHI, FRIEND, LEOPOLD AND MCPHERSON BEING ABSENT.

15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO ISSUE AN RFP FOR A CONSULTANT TO PRODUCE A SHORT-RANGE TRANSIT PLAN (2014-2018)

Leslie R. White presented the staff report. There was a discussion about the previous Short Range Transit Plan.

ACTION: MOTION: DIRECTOR GRAVES SECOND: DIRECTOR ROBINSON

AUTHORIZE THE GENERAL MANAGER TO ISSUE AN RFP FOR A CONSULTANT TO PRODUCE A SHORT-RANGE TRANSIT PLAN (2014-2018).

MOTION PASSED UNANIMOUSLY WITH DIRECTORS ALEJO, BUSTICHI, FRIEND, LEOPOLD AND MCPHERSON BEING ABSENT.

16. ORAL REPORT REGARDING REQUEST FROM PROJECT 418 FOR DANCING BUS OPERATORS

Chair Daniel Dodge introduced the staff from Project 418. Project 418 staff presented their request. There was a discussion about the project and what was being asked of METRO.

ACTION: MOTION: DIRECTOR GRAVES SECOND: DIRECTOR BRYANT

AGREE IN CONCEPT TO PROJECT 418 PROPOSAL AND DIRECT STAFF TO RETURN WITH UPDATES AS THEY ARISE.

MOTION PASSED UNANIMOUSLY WITH DIRECTORS ALEJO, BUSTICHI, FRIEND, LEOPOLD AND MCPHERSON BEING ABSENT.

17. ORAL ANNOUNCEMENT

The next regularly scheduled Board meeting will be held Friday, March 8, 2013 at 8:00 a.m. at the Santa Cruz METRO Offices, 110 Vernon Street, Santa Cruz, California.

18. ADJOURNMENT

There being no further business, Chair Dodge adjourned at 10:04 am to the next Board of Directors meeting.

Respectfully submitted,



ANTHONY TAPIZ
Administrative Services Coordinator

DRAFT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

February 20, 2013

The METRO Advisory Committee (MAC) met on Wednesday, February 20, 2013 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

1. CALL TO ORDER

Norm Hagen called the meeting to order at 6:02 p.m.

ROLL CALL

MEMBERS PRESENT

Donald "Norm" Hagen, Chair
Steve Johnson, Vice-Chair
James Anastas
Roseann Marquez
Charlotte Walker
Rocky Barrera
Naomi Gunther

MEMBERS ABSENT

Mara Murphy
Dave Williams
Dennis "Pops" Papadopulo

VISITORS PRESENT

Veronica Elsea, E& D Tac

STAFF PRESENT

Ciro Aguirre, Operations Manager
Bob Cotter, Maintenance Manager
Erich Friedrich, Sr. Transit Planner
Todd Pinsky, UTU Representative, Bus Operator
Sherri Escobedo, Administrative Assistant/ MAC Secretary

2. AGENDA ADDITIONS/DELETION

None.

3. ORAL/WRITTEN COMMUNICATION

None.

4. APPROVE MINUTES OF MAC MEETING OF JANUARY 16, 2013

ACTION: MOTION: STEVE JOHNSON SECOND: CHARLOTTE WALKER

Motion passed unanimously with Mara Murphy, Pop Papadopulo, and Dave Williams being absent. Naomi Gunther abstained.

5. ACCEPT AND FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR JANUARY 2013

Steve Johnson had a question regarding the grant for Ride-on Pilot program for subsidizing folding bikes on the Hwy 17 buses. Erich stated that since he worked closely with Tove Beatty on this report, and helped her to design the program. The Ride-on program was a project we designed after Regional Surface Transportation monies, which the County gets about \$5 million a year for. We originally asked for \$80 – \$90,000.00 dollars for this project from the RTC, less than 2% of this money, and after several rounds of talks with the RTC and other committees, we revised it to about

\$50,000.00. This program was going to be used for subsidizing folding bicycles for the Hwy 17 buses. Our ridership has increased so much on this route, the bicycle racks are always full and we thought we could use this for folding bikes that could be taken on the bus and stored inside. We were unsuccessful in obtaining this grant, so it's been put on the shelf for now. Steve mentioned that he was curious about this as we had a rider who came to our Mac Meeting in October who was interested in advocating for more bikes on buses, and he wondered if these folding bikes are small enough to fit on the buses. Erich responded that the bikes fold down to about the size of a suitcase and there is enough room on the Hwy 17 buses for this. Charlotte also mentioned that in previous meetings it was mentioned that a person could have a bike here in storage, and then a bike at their destination, and wonder if there was any progress on getting racks or storage at Diridon for this. Erich stated that he is still working on getting approval from the various transportation authorities at Diridon station for this.

ACTION: MOTION: STEVE JOHNSON SECOND: NAOMI GUNTHER

Motion passed unanimously, with Mara Murphy, Pop Papadopulo, and Dave Williams being absent

6. ACCEPT AND FILE SANTA CRUZ METRO SYSTEM RIDERSHIP REPORT FOR NOVEMBER 2013

Steve Johnson had a question regarding 6.1, Section III, it says there was a loss in ridership, but it looks like a gain. Erich stated that this was a mis-type; it should have been a gain.

Naomi had a question regarding pass-bys on the bus, which is not reflected in the ridership report. There has been some discussion about this previous and that when pass-by's occur, the driver is suppose to call that in. There is also no way of tracking how often that happens. She has noticed that when there are pass-by's when she's on the bus, she has not noticed the driver calling that in. She wondered if there's any way to know how often this happens. Erich stated that we do have a policy now that was recently accepted by the Board. This is through the Title VI program, which was recently adopted, under Performace Standards, or Load Factor. Pass- by's do need to be tallied under this program, and driver's are suppose to call this in. Erich stated that this is a new procedure and is still being developed. There is a code that is supposed to be called in when there is a pass-by. Erich asked Todd Pinsky if he knew what that code was, and Todd stated that the driver's will sometimes call in a 1018, which is technically not for pass-by's but for people left behind, for some valid reason, however it is being used at times for pass-by's.

This is then forwarded to planning staff. Since this is still in development it may take some time to get it rolling, however it will probably not be reflected in the ridership reports. Norm then asked if there's some way to know when people in mobility devices are passed by. He stated that he's only seen that happen one time, however it is a concern. Erich stated that from his point of view the remedy for pass-by's is that we need more frequent service. Norm pointed out that he wanted to know what the MAC committee could do to let the Board and Management know that this is an issue that they are concerned about. Erich stated that they could address a letter to the Board or to Les White stating their concern about the pass-by's and how this can be remedied. Erich then stated that ridership is at it's highest in the past 16 months.

Naomi then stated that she would like to see a successful mechanism to communicate between operators and/or riders to let Metro know when they are left behind. She would like to see this added in the letter, and/or in Headways, or some outreach to let riders know what they can do when these types of issues happen.

Todd Pinsky then stated that in regards to the University Routes, there has been discussion about this with Ciro. For non-University routes, it is highly unusual for the drivers not to call in the pass-

by's, especially in the case of a mobility device, the operator is suppose to stop and ask the rider if they can wait for the next bus, and if they can't, they need to call that in to dispatch. The University buses are a little different because there are a large number of routes and times, and there is not always the time to report the pass-by's. These buses are usually full and the value to call in pass-by's is just not valid, because there will be another bus coming soon. Situations do get reported but not always pass-bys. Veronica Elsea then stated that for people who live on the routes that the University uses, and are not students, that this is their local service, and it sometimes is a problem. This usually doesn't happen in summer. Charlotte also brought up that she sees the signs in the buses on the overhead advertising area, but the print is so small it's very hard to read. She would like to see bigger print especially for phone numbers to report incidents like this. Roseann stated that there are also signs at the Metro Stations.

Motion to write a letter to Les White regarding the concern of the MAC Committee for pass-by's, letter to be drafted by Naomi Gunther and Norm Hagen:

ACTION: MOTION: STEVE JOHNSON SECOND: ROSEANN MARQUEZ

Motion passed unanimously, with Mara Murphy, Pop Papadopulo, and Dave Williams being absent.

Motion to accept and file Ridership report for November 2012:

ACTION: MOTION: STEVE JOHNSON SECOND: ROSEANN MARQUEZ

Motion passed unanimously, with Mara Murphy, Pop Papadopulo, and Dave Williams being absent.

7. ACCEPT AND FILE METRO PARACRUZ OPERATIONS STATUS REPORT – OCTOBER AND NOVEMBER 2012

ACTION: MOTION: STEVE JOHNSON SECOND: NAOMI GUNTHER

Motion passed unanimously, with Mara Murphy, Pop Papadopulo, and Dave Williams being absent.

8. REVIEW OF SERVICE CHANGES FROM FALL 2010 TO FALL 2012 AND ACCEPT PROPOSED SPRING 2013 SERVICE CHANGES

Erich Friedrich stated that the genesis of this report came from a request from the Board of Directors to review what changes had been made over the last two years to our service, and in getting this report together, he also added in a preview of the service changes and his recommendations that will take effect with the spring bid in March. Instead of focusing on and reiterating the service cuts and changes that were previously made during those difficult times when many difficult decisions were made, since then our Operational funding has rebounded and over the past year we have been able to strategically put service back not exactly the same as it was, but in a way that reflects what our ridership is demanding. A few highlights that we have put back are the ½ hour 91x's which is a game changer for our Soquel/Highway 1 corridor. There were a lot of pass-by's on the 71 buses due to this, especially in the Cabrillo area, so the 91x's really compliment this service for people who need to get to the North County or South County in a more expedient way. We also implemented our Watsonville Transit Planning Study, we were able to greatly increase service in the south county and help our riders down there get to where they need to go. From that we were able to look at what's really going on. So from 2009 to 2012 we are only down about 6.2% from where we were in 2009. We have a little room to re-grow, which brings us to our Spring

changes. Our Hwy 17 has experienced a record demand, so we've added 6 northbound trips and 5 southbound trips during the weekday. We've also increased the span of service, so the last bus leaves about 20 minutes later than it did before. We've also added one trip to the southbound weekend route, but the biggest change for the weekends is that we've changed all the departure times so that when the last train comes in from CalTrain from the north, you should still be able to catch a Metro bus back to Santa Cruz. We've really tried to put an emphasis on connections being made at Diridon Station. The next changes affect the Route 3W and 19. Route 19 is dropping the beach hill loop routing, so it will just go straight down to West Cliff and up Bay Street, so with that we've added the beach hill loop to the 3W on the weekends. The 69W has added four trips in the evening, 7:07, 7:37, 8:07 and 8:37 pm on the weekdays. These changes will start March 14th. The running times between Santa Cruz and Capitola will be increasing to 30 minutes, the departures will remain the same from Santa Cruz Metro Center, but the departures from Capitola Mall will be changing. We also added 3 trips on the inbound direction at 7:20, 7:50 and 8:50 pm, so there will be a 69W 8:50 coming back from Watsonville. So now that the 69W's run later, we were able to take some of the 66N's and move them back to 66's, the 7:00 and the 8:30 will now be 66's. Naomi then stated that there is a tremendous amount of confusion about the 66N doing a partial 69 and a partial 66, which meant that everyone was always at the wrong bus stop. The change is good but you're really going to have to advertise it so people will understand. The outreach really needs to be made for people that ride that service a lot. Erich understands that, and is working on getting that information out. On the weekend a similar change for the 30 minute run time and adding three inbound trips at 8:20, 7:50 and 8:50 trips. The 91X is also adding a few trips at 7:00 am inbound from Watsonville, and an 8:00 am outbound to Watsonville. Also changing some of the connector times so that the 7:50 am inbound and the 6:35 outbound will be moved to 6:45 and 6:25 am respectively. The 6:50 inbound will leave 5 minutes earlier and the 6:35 outbound will leave 10 minutes earlier. Beyond Spring we are looking at several different ideas to improve service, the Route 4 may be reconfigured to just Harvey West, and the Route 8 expanded to include Emeline. We will be looking at Route 66's and 68's and the departure times and making connections. We are also looking at restoration of service to Big Basin which is the 35 route, and restoration to La Posada. We've received many phone calls and letters regarding these two services. Erich has also been looking at service to UCSC and the Westside, maybe having later 20's or more frequent 20's, and he is working with them to figure this out for the Fall changes.

Veronica Elsea then stated that she's not sure who to work with on this, but as a blind person, it's very difficult to understand the turn by turn directions on the website especially in the University stops. VTA has this, but it is quite crude or rudimentary and she would appreciate seeing this on our website.

Charlotte asked if we change the bus stop signs when these changes are made, and Erich stated that yes, our Facilities Maintenance crew does do this every bid change. The stickers are replaced with 10 days of changes to about 300 bus stops.

Norm then stated that he would like to sit with Erich to talk about the 79 routes and the waiting times between buses.

Roseann stated that some of 79 connections just don't work. She will walk home instead of waiting for the next bus because it's so long between routes from the 91, 71's 69A's and 69W's.

ACTION: MOTION: STEVE JOHNSON SECOND: CHARLOTTE WALKER

Motion passed unanimously, with Mara Murphy, Pop Papadopulo, and Dave Williams being absent.

9. ACKNOWLEDGING AND ADVERTISING ON THE METRO BUS

Charlotte stated that at the last meeting Norm mentioned something about tooting our own horn about what good service our buses are for us, and the next day in the Sentinel she read an article about a rider on the Hwy 17 bus who brings his bike as well, and that he stated how wonderful the trip was, especially for someone who doesn't own a car and that overall it was a very complimentary report for Metro and good advertising. Then the next day she read another article that was headed "Santa Cruz Metro" and the article stated that there is a new Express Bus Service linking downtown Santa Cruz to downtown Monterey and that the service will run twice a day, but the worse thing was that it stated that for a schedule and route information please call such and such a number, and that the information will **eventually** be posted on the transit agency's website or you can follow it on the transit agency's Twitter account. Not everyone has the ability to see it on the website and not everyone follows twitter. What bothered her is that it said eventually, and she felt that was a communication problem. It didn't state anything about price and there wasn't very much information available. Charlotte thought it would be nice if Metro had a contact at the Sentinel that could write articles from time to time about the Metro Service and how good it is for our community. Especially for those that don't drive. Charlotte would like to see more public information available. Veronica Elsea stated that maybe Metro could make friends with Ramona Turner who writes columns in the Streetsmart column. James then asked if Metro has a Public Information Officer. Ciro responded that we do not. Ciro then stated that the MST 78 route information is available at our Customer Service Booth, the reason that it is not on our website yet is because when we do the interaction with the new routes it is already integrated into that and there will be a specific section in Headways that will have advertisement for the MST 78 route. It costs \$3.50 one-way, it comes into Metro Center early in the morning and leaves back to Monterey, and there's a subsequent bus in the afternoon that picks up and returns back to Monterey.

Norm then stated that it seems like we have two societies riding our buses, the University is one group and students going to Cabrillo, and then a lot of our ridership is 60 and older. The website is one way to communicate but a lot of older people don't use the internet. It would be nice to have someone on staff to become an Information Person, someone who has communication skills. Ciro mentioned that we do have a Marketing person, who is currently a supervisor. There is a push to get information out and outreach will be done. Rocky then stated that it would be nice to have a Customer Service employee attend a Mac Meeting to show us how the communicate information to the public. Ciro indicated that he would have Maria Granados-Boyce come to the next meeting for a presentation on Marketing and Customer Service. There was a brief discussion about different types of media available to get the word out about Metro Service.

10. DISCUSSION OF BUS STOPS

Bob Cotter stated that last month he was asked for a list of active bus stops so he brought a binder with this information, and it was given to Steve Johnson. Steve will pass it on if others want to look at it. Bob was also asked to look at the Freedom Blvd. bus stops, and he did this, and will be making a list for a number of improvements this Summer when the weather is better, and the list will include a number of stops on Freedom Blvd. Norm stated that he had made a list for Bob of the stops on Freedom that he felt needed some work, and he gave this list to Bob. Bob stated he will do what he can, it will take awhile, but he wanted to acknowledge that there are stops that do need attention, especially the ones that seem dangerous. Bob also acknowledged that the committee's input is very valuable, and if there are concerns about bus stops, to please feel free to contact Bob. Bob stated the shelter and Hageman and Soquel, which was damaged by an accident and removed, will be replaced. There is an RFP for bid going out, and as soon as we get the new shelters, it will be one of the first to be replaced. He then stated the bus stop at Brohm and Bridge Street, which is the one Roseann mentioned, was looked at, and the string was removed from the bus stop sign and the plants that belong to the resident there. Roseann then stated that the real issue with this bus stop is

that there is no room at this stop to deploy the ramp, and the weeds there are so bad that you can barely stand by the bus stop sign. The bus drivers often use the driveway there to deploy the ramp, but if there are cars in the driveway they cannot even do this. The sidewalk is also obstructed by the resident's plants. She would like to see this bus stop moved to Bridge Street, there's only a mailbox there, but it is otherwise clear. Bob stated that this bus stop was grandfathered in, and the encroachment is limited. We can't move it without the owner's consent, and can't remove the plants without their consent as well. Roseann feels strongly about something being done to improve this stop. Bob stated that he does understand the problem, and he will do some research into moving the stop, however it is expensive to do this. Bob stated that they did go out and try to clean up the stop as much as they could. Todd Pinsky stated that perhaps the resident should be made aware of the liability issue, and Bob stated he could have the District Counsel look into this. Veronica Elsea stated that she could also use the RTC Hazard report for sidewalk maintenance, and that the City of Watsonville is very helpful through the Public Works Dept. The City of Watsonville also has a lot of resources for help for people that cannot afford to fix things on their property.

11. COMMUNICATIONS TO THE METRO GENERAL MANAGER

None.

12. COMMUNICATIONS TO THE METRO BOARD OF DIRECTORS

None.

At this point Veronica Elsea reported that she did attend the January 25th Metro Board meeting, and gave her presentation from the Pedestrian Safety Workgroup, and acknowledged that she did receive a MAC Support letter for getting some posters on the buses advertising the Hazard Report Form and she stressed the point that the more riders can report and improve conditions of bus stops, more people would be able to use the Fixed Route service, instead of Paracruz options if people are able to get to bus stops safely. It would save money on all sides and the Board seemed very receptive and supportive about her proposal. They stressed that they would like to have a link from the Santa Cruz Metro website directly to the RTC Hazard Report Form, and Veronica supported this as well. She stated that the Board said they would get back to her regarding this, however, she hasn't officially received anything in writing yet, but it does look like they are very supportive. She then thanked the MAC for their support as well.

13. DISTRIBUTION OF VOUCHERS

14. ITEMS FOR NEXT MEETING AGENDA

15. ADJOURNMENT

There being no further business, Norm Hagen adjourned the meeting at 7:35 p.m.

Respectfully submitted,

Sherri Escobedo
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2012

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager & I.T. Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH RAYMUNDO ENGINEERING COMPANY, INC. FOR ARCHITECT AND ENGINEERING SERVICES FOR THE SECOND LNG TANK AND EQUIPMENT INSTALLATION AT 1200B RIVER STREET IN AN ADDITIONAL AMOUNT NOT TO EXCEED \$10,000

I. RECOMMENDED ACTION

Authorize the General Manager to execute a contract amendment with Raymundo Engineering Co., Inc. for Architect and Engineering Services for the Second LNG Tank and Equipment Installation at 1200B River Street for an additional amount not to exceed \$10,000.

II. SUMMARY OF ISSUES

- Santa Cruz METRO has a contract with Raymundo Engineering Co., Inc. for Architect and Engineering Services for the Second LNG Tank and Equipment Installation at 1200B River Street.
- This contract was established on September 9, 2011 for a one-year period with an option to renew upon mutual consent.
- The current contract approved by the Board of Directors will expire on September 8, 2013.
- Raymundo Engineering Co., Inc. has requested no rate changes for the new contract period.
- The services of Raymundo Engineering Co., Inc. are required for the duration of this project, which is estimated to be completed in June 2013.

III. DISCUSSION

Santa Cruz METRO has a contract with Raymundo Engineering Co., Inc. for Architect and Engineering Services for the Second LNG Tank and Equipment Installation at 1200B River Street that is due to expire on September 8, 2013. The services of Raymundo Engineering Co., Inc. are required for the duration of this project, which is estimated to be completed in June 2013.

Staff recommends that Santa Cruz METRO execute a contract amendment with Raymundo Engineering Co., Inc. for an additional amount not to exceed \$10,000. Frank Cheng, Project and IT Manager, will serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS

This contract has a total not to exceed of \$51,520. To date \$51,520 has been spent. Additional funds in an amount of \$10,000 are requested for approval at this time as the project completion date has been pushed back farther than originally scheduled. The new contract total not to exceed would be \$61,520.

Funds to support this contract are included in the MetroBase Project budget.

V. ATTACHMENTS

Attachment A: Contract Amendment with Raymundo Engineering Co., Inc.

Prepared By: Frank L. Cheng, Project Manager & I.T. Manager

7-17.2

Attachment A

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
SECOND AMENDMENT TO CONTRACT NO. 11-22
FOR ARCHITECT AND ENGINEERING SERVICES FOR THE SECOND LNG TANK
AND EQUIPMENT INSTALLATION AT 1200B RIVER STREET**

This Second Amendment to Contract No. 11-22 for Architect and Engineering Services for the Second LNG Tank and Equipment Installation at 1200B River Street is made effective April 15, 2013 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“Santa Cruz METRO”), and Raymundo Engineering Company, Inc. (“Contractor”).

I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for Architect and Engineering Services for the Second LNG Tank and Equipment Installation at 1200B River Street (“Contract”) on September 9, 2011.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. COMPENSATION

- 3.1 Article 5.01 is amended to include the following language:

Santa Cruz METRO shall compensate Contractor in an additional amount not to exceed \$10,000 under this amendment for the new contract period. The new Contract total not to exceed amount is \$61,520.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

Signed on _____

Attachment A

Santa Cruz METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
Raymundo Engineering Company, Inc.

By _____
James Dong
Vice President

Approved as to Form:

Leslyn Syren
Santa Cruz METRO Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Daniel Dodge, Chair, Board of Directors

SUBJECT: CONSIDERATION OF ESTABLISHING BOARD OF DIRECTORS RECRUITMENT TASK FORCE FOR THE PURPOSE OF SEEKING CANDIDATES FOR THE POSITIONS OF GENERAL MANAGER AND/OR ASSISTANT GENERAL MANAGER.

I. RECOMMENDED ACTION

That the Board of Directors authorize the Chair to appoint a Recruitment Task Force made up of Members of the Board for the purpose of commencing recruitment activities for the positions of Assistant General Manager and/or General Manager.

II. SUMMARY OF ISSUES

- Recently, METRO District Counsel Margaret Gallagher retired and the Board of Directors formed a Recruitment Task for the purpose of identifying and employing a replacement District Counsel. This effort was successful and achieved the recruitment and employment of the current METRO District Counsel Leslyn Syren.
- The current Employment Agreement with METRO General Manager Leslie R. White will expire on December 31, 2014.
- The position of Assistant General Manager became vacant on January 1, 2009. It was filled temporarily on a part time basis by METRO Finance Manager Angela Aitken, however, that arrangement ended in December 2011.
- Vacancies in the positions of both the Assistant General Manager and General Manager provide opportunities for the Board to recruit and employ a completely new management group.
- As your Chair, I am proposing to appoint a Recruitment Task Force comprised of Members of the Board to initiate recruitment activities for the positions of Assistant General Manager and/or General Manager.
- The Recruitment Task Force will regularly inform the Board of the activities and issues involved in the recruitment process.
- The goal of the Recruitment Task Force will be to present the best possible list of candidates to the Board of Directors for consideration.

III. DISCUSSION

The Assistant General Manager and General Manager functions are critical to the operation of METRO. METRO has a history of longevity in the top positions. However, the position of Assistant General Manager has been vacant since January 1, 2009. The contract of the current General Manager expires on December 31, 2014. The goal of the recruitment process should be the employment of individuals who will make a commitment to METRO and the community to stay long enough to achieve service and facilities improvements. I believe that we should exert special efforts to achieve diversity in the employment of our top managers.

In order to reactivate the recruitment process I am proposing to re establish a Recruitment Task Force comprised of Members of the Board of Directors. This is the same process that was used by the Board of Directors in 1997 when Les White was hired and in 2012 when Leslyn Syren was hired. The Recruitment Task Force will meet regularly to develop an outreach process and to evaluate the benefits of using either a recruitment firm or other agency resources to solicit candidates. The Recruitment Task Force will report to the full Board regularly throughout the process. The Task Force will present the Board will a list of candidates for consideration for each of the positions.

IV. FINANCIAL CONSIDERATIONS

The annual cost of filling the position of Assistant General Manager is approximately \$200,000. The Draft FY 2014 Operating Budget does not contain funding for the position of Assistant General Manager. The FY 2014 Budget does contain \$50,000 to employ the services of a recruiting firm should the Board desire to do so.

V. ATTACHMENTS

Attachment A: Position Descriptions Assistant General Manager/Secretary-General Manager



SECRETARY-GENERAL MANAGER

DEFINITION

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

EXAMPLES OF DUTIES

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

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

EMPLOYMENT STANDARDS

Knowledge of:

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

Ability to:

- Establish and maintain cooperative and effective working relationships with legislative and administrative officials, citizen boards and the public.
- Speak effectively in public and present ideas orally.
- Establish management objectives and plan programs to accomplish them.
- Plan, organize and direct all District activities.
- Select, supervise, motivate and evaluate personnel.
- Interpret and analyze fiscal, operational and planning data, user reactions and governmental regulations.
- Develop technical expertise in working with and controlling activities of a variety of consultants.

Training and Experience

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

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

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



ASSISTANT GENERAL MANAGER

DEFINITION

Under general direction, assists the General Manger in planning and directing the administration and operation of the District including assisting in supervising and directing the Administrative, Finance, Operations, Maintenance and Development and Engineering Divisions. Performs other duties as required.

EXAMPLES OF DUTIES

Assists in the overall administration of the District, including establishing management objectives, developing sources of funding and providing assistance and direction to Division Managers.

Assists the General Manager in problem solving, planning, organizing and supervising bus operations, transportation planning, finance, fleet maintenance, personnel, marketing, development and engineering and general administrative functions.

Maintains official and informal liaison with a wide variety of local, state and federal agencies to obtain funding and to facilitate the implementation of District plans.

Assists in conducting negotiations with governmental representatives in obtaining federal and state funding.

Reviews Division Management Information reports, analyzes trends, identifies problems, and makes recommendations for corrective action.

Assists in evaluating and making recommendations to the Board regarding selection of consultants for technical and administration studies and engineering.

May appear on radio and television programs and be interviewed by the press.

Performs the duties of the General Manger and administers the affairs of the District during his absence.

Directs marketing and public information programs and activities.

Directs the personnel administration of the District.

Supervises the development and preparation of the District Budget documents.

Participates in the negotiations of and interprets provisions of labor contracts.

Conducts grievance hearings and resolves grievances.

Prepares written reports for staff, Board of Directors and public presentations.

Completes special administrative projects.

Represents the District at various meetings.

Selects, trains and evaluates personnel.

Performs other related duties as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and practices of public administration, business management, budgeting, accounting and transit operations, transit maintenance, public sector labor relations, and public sector administration;
- Federal and State laws relating to public transit.
- Working knowledge of management information systems and ability to utilize MIS data to improve District performance.
- Principles and practices of personnel administration.
- Principles and practices of marketing and advertising.

Ability to:

- Supervise, motivate and evaluate personnel.
- Direct a variety of District activities.
- Demonstrated skills in technical and creative writing.
- Meet and deal effectively with the public.
- Speak Publicly.

Training and Experience

Any combination of training and experience equivalent to:

BA or BS degree from an accredited college in a technical, administrative, business or related field; Five years increasingly responsible experience in public transit or public administration, with a minimum of two years in transit management; Experience which demonstrates substantial knowledge and abilities pertinent to specific job functions may be substituted for the education requirement.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013
TO: Board of Directors
FROM: Erich R. Friedrich, Sr. Transportation Planner
SUBJECT: REVIEW AND ACCEPT PROPOSED SUMMER 2013 SERVICE CHANGES

I. RECOMMENDED ACTION

That the Board of Directors review and accept the proposed service changes for Summer 2013.

II. SUMMARY OF ISSUES

- Santa Cruz METRO's Summer Bid begins June 6, 2013.
- Traditionally summer bids have minimal service changes, most changes involve the suspension of school term service and minor routing changes to avoid beach traffic.
- Santa Cruz METRO Staff is proposing two further service changes to simplify and enhance service:
 - Restoring service to Big Basin State Park by extending the Route 35 and Route 40
 - Simplify through consolidation of the different variants of Route 71
- Further service development is underway; however any future service changes require additional operational and financial analysis before any recommendations can be made.
- Santa Cruz METRO staff recommends that the Board of Directors review and accept the proposed service changes for Summer 2013 which would be implemented on June 6, 2013.

III. DISCUSSION

Santa Cruz METRO has the opportunity to make service changes four times per year with the start of a new "bid." Any service changes planned for the must be approved well in advance of a new bid. The Summer Bid begins June 6, 2013, therefore Santa Cruz METRO Staff is finalizing proposed service changes now.

Traditionally, Summer Bids have a set of routine minimal service changes that have been standard for many years. These changes involve suspending extra school term service to UCSC and to San Lorenzo Valley High, as well as minor routing changes to avoid beach traffic among other small changes. These standard changes include:

- All UCSC and SLV extra school term service will be suspended with the conclusion of the school year
- The Route 68 will be rerouted to use Broadway between Ocean St. and Front St.
- The last outbound trip to Watsonville of the Route 71 will begin at The Boardwalk
- The Route 74 will not serve Pajaro Valley High School with the conclusion of the school year.

In addition to the standard service changes, Santa Cruz METRO staff is proposing two additional changes based on public input and opportunities to simplify transit service. The first is the restoration of service to Big Basin State Park. This involves extending the Route 35 to the entrance of Big Basin State Park twice a day every Saturday and Sunday. Also, for those who wish to walk the Skyline to the Sea Trail, a new trip every Saturday and Sunday of the Route 40 would be added to serve Waddell Creek.

Secondly, Santa Cruz METRO Staff is proposing to simplify the Route 71 by consolidating four variants into two variants. A variant is a specific path that a route will follow; currently the Route 71 has four variants: Via Clifford, Via Crestview Center, Via Arthur Road, and Via Pennsylvania. This means that the Route 71 will travel one of four ways depending on the design of the schedule. Santa Cruz METRO Staff, along with UTU Local 23 Bus Operators have observed that the Via Arthur Road and Via Pennsylvania variants are vastly under utilized because there is little demand from riders to travel down these variants. So to simplify the Route 71 and to provide more service to the variants that riders want to use, Santa Cruz METRO Staff is proposing to change all Via Arthur variants into Via Clifford variants and change all Via Pennsylvania variants into Via Crestview Center variants. Attachment A shows the consolidation of variants on the Route 71.

Preliminary service planning is underway for service improvements in FY 2014. Remaining ideas for service changes include:

- Reconfigure Route 4 to Harvey West only while expanding the Route 8 to operate hourly
- Live Oak departure time and runtime adjustments
- Mid-County scheduling refinements and possible route consolidation
- Minor routing adjustments in the Local Watsonville area

Santa Cruz METRO Staff is also continuing to evaluate the feasibility of restoring transit service to La Posada. Service to La Posada was cut in 2004 due to budgetary conditions and systemically low ridership performance. In January 2013, Santa Cruz METRO received a petition that called for the restoration of transit service to La Posada located on Frederick Street in Santa Cruz. Restoring service to La Posada as it existed in 2004 would be both logistical and cost prohibitive. Santa Cruz METRO Staff estimates the cost to be over \$800,000 per year in labor costs alone and it is unclear if Santa Cruz METRO has enough buses in the fleet to be able

to provide this service on top of current service levels. There are options for potentially providing service on a smaller scale that would bring down the additional costs and would maintain logistical viability, however it is unclear if scaled down service would meet expectations of La Posada residents and additionally coordinating this service with the current transit system as well as full budgetary impacts remains to be fully developed. Santa Cruz METRO Staff will have recommendations to the Board of Directors by August on how to serve La Posada, if at all.

In summary, Santa Cruz METRO Staff is finalizing service changes for the Summer Bid. Most changes are routine, and have little consequence to the transit system as a whole. Two additional changes are being proposed: Restoration of service to Big Basin State Park, and the consolidation of variants on Route 71. Staff recommends that the Board of Directors accept the proposed changes for the Summer Bid, which begins June 6, 2013.

IV. FINANCIAL CONSIDERATIONS

The standard service changes for the Summer Bid and the consolidation of variants on the Route 71 are budget neutral. The restoration of service to Big Basin State Park will add roughly three service hours per Saturday and Sunday which equates to less than \$20,000 per year.

V. ATTACHMENTS

Attachment A: Route 71 Maps

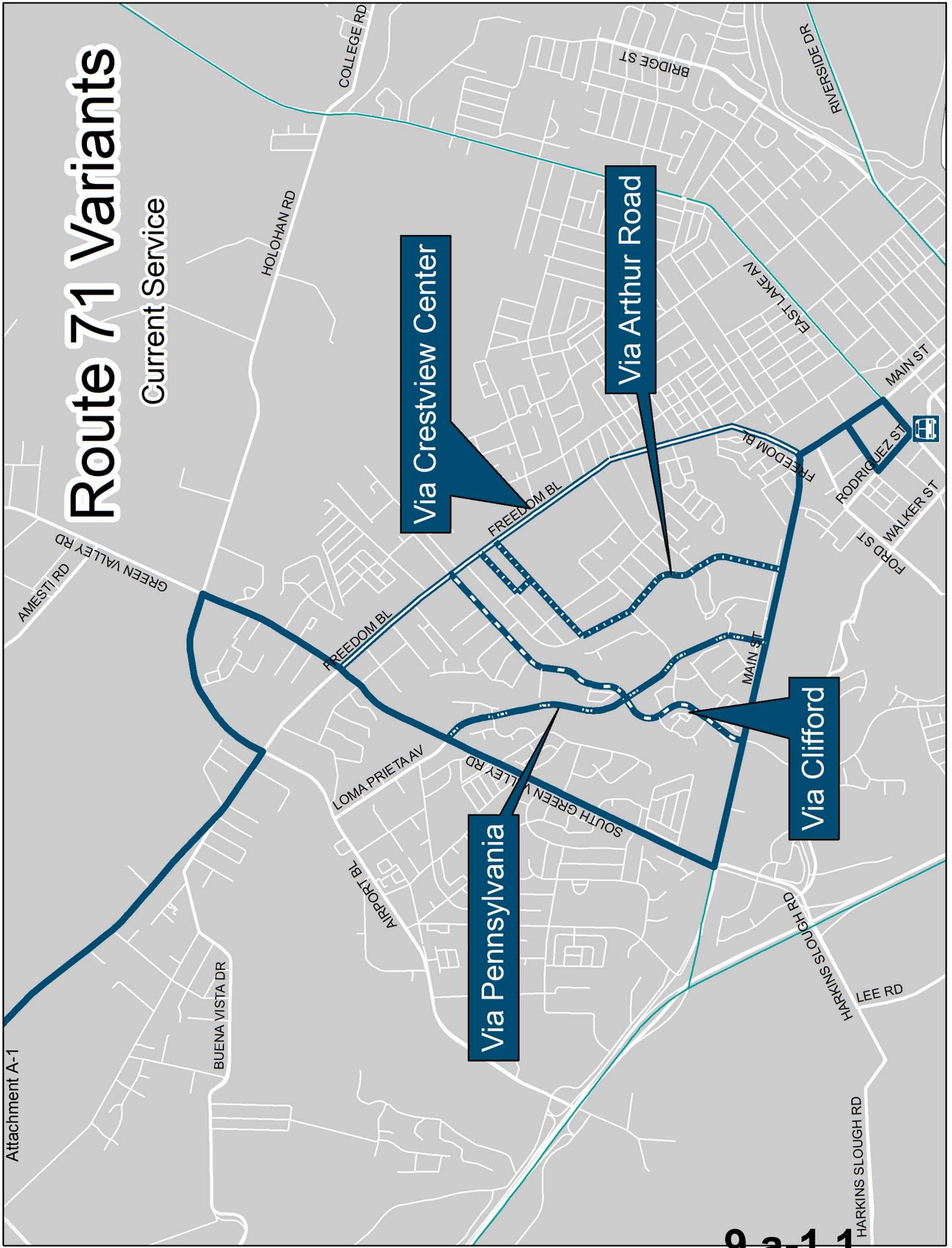
Attachment B: Letter Re: Restoration of Bus Service to Big Basin State Park

Prepared By: Erich R. Friedrich, Sr. Transportation Planner
Claire Fliesler, Jr. Transportation Planner
Carolyn Derwing, Schedule Analyst

Date Prepared: April 4, 2013

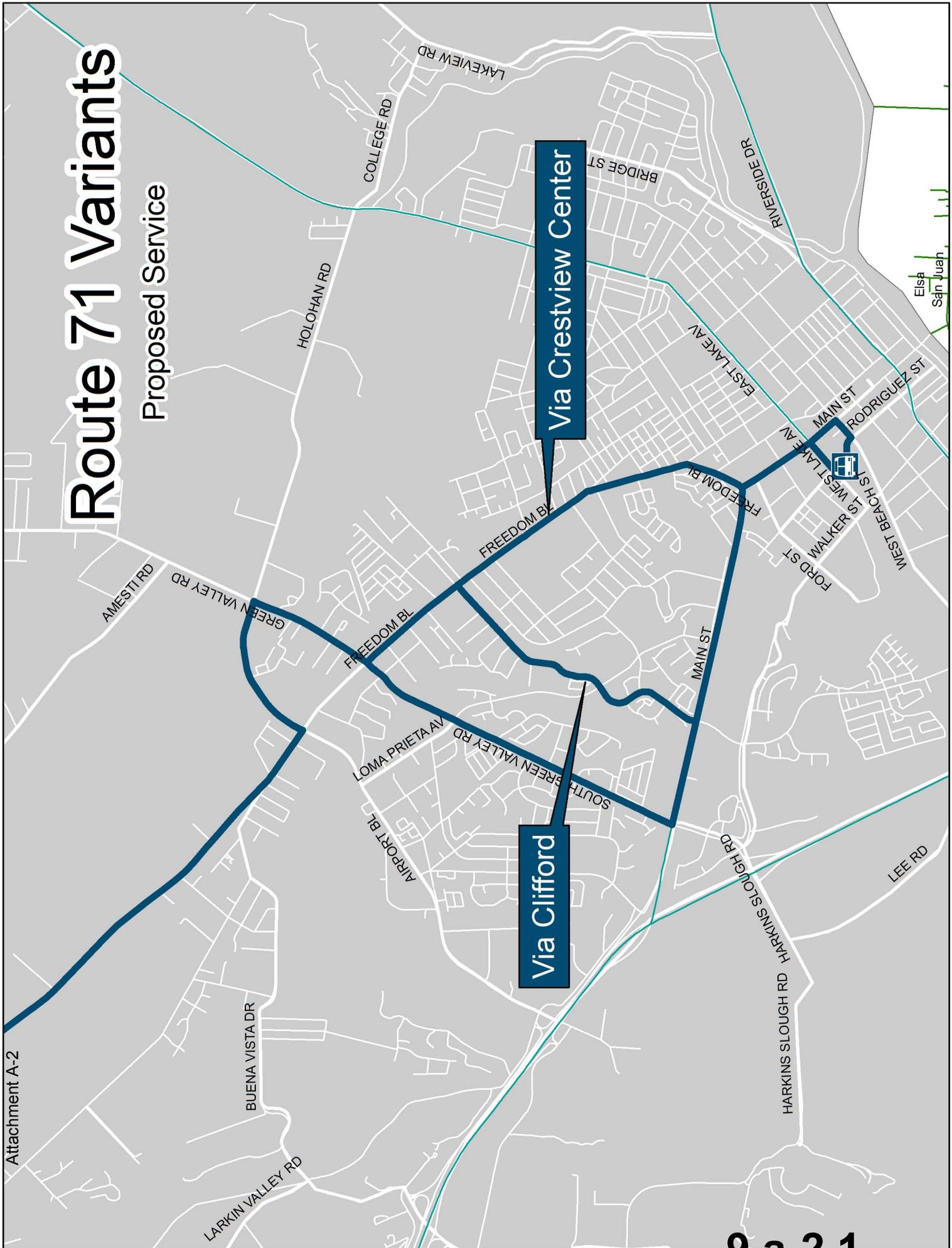
Route 71 Variants

Current Service



Route 71 Variants

Proposed Service



Attachment A-2



SANTA CRUZ COUNTY GROUP

Of The Ventana Chapter

P.O. Box 604, Santa Cruz, CA 95061

www.ventana.sierraclub.org ■ e-mail: scscrg@cruzio.com

February 08, 2013

Mr. Leslie R. White
General Manager
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060

Re: Restoration of Bus Service to Big Basin State Park

Dear Les,

The Mission of the Sierra Club is to Explore, Enjoy, and Protect our Environment. We are very fortunate in Santa Cruz to have access to so many outdoor treasures and Big Basin State Park is among them. We are writing to urge you to restore the previously supported Bus Service to Big Basins Redwoods State Park as part of any considerations of reinstating services this year.

In the absence of bus shuttles, the only way to complete the many "Skyline to the Sea" routes within the park is with shuttles using private automobiles, which is highly impractical. The bus service provides an incredible opportunity for residents and tourists alike to take a bus to Headquarters, hike any number of routes out to Waddell Beach, and then be able to catch a bus back in to town. The Sierra Club has a tradition of leading such hikes and they are a wonderful experience and a great way to explore and enjoy the park. Reducing Private Automobile trips into the park is a great way to reduce the environmental impact of these activities, and providing bus service makes the trip accessible to a wider demographic.

We would therefore like to see the restoration of both the #35A and #40 route extensions, with two runs (morning and late afternoon) on each weekend day during the summer. These small additional services would be a great enhancement to the transportation service provided in the region. We understand that these are not likely to be high ridership routes, but they provide an opportunity for otherwise unlikely transit riders to familiarize themselves with their local bus service, and we would commit to promoting this service as an excellent way to explore and enjoy the local park resource. We would also work with State Park Management to better promote the service, including proper signage at both ends of the trail network and promotion of the route on our website and through our regularly scheduled hikes.

The vast majority of the 600,000 annual visitors to Big Basin State Park come by private automobile, it is our hope that reinstating this service would provide alternatives to support people coming by transit instead.

Sincerely,

Greg McPheeters
Chair, Transportation Committee, Sierra Club Santa Cruz Group

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 12, 2013

TO: Board of Directors

FROM: Ciro F. Aguirre, Manager of Operations

SUBJECT: CONSIDERATION OF ELIMINATING THE SANTA CRUZ ARM AND ADOPTING THREE POINT MOBILITY SECUREMENT STATIONS ON FUTURE SANTA CRUZ METRO BUS BUILDS.

I. RECOMMENDED ACTION

That the Board of Directors authorizes the elimination of the Santa Cruz Arm restraint device and adopt 3-Point securement stations for all future METRO bus builds.

II. SUMMARY OF ISSUES

- In the late 1970's Santa Cruz METRO purchased AM General and Grumman Flexible coaches with 2-Point Y-Strap wheelchair securement systems.
- The 2-Point Y-Strap wheelchair securement system failed to provide a secure ride prompting the development of the "Santa Cruz Arm" for additional stability.
- In 1998, METRO's order of buses was equipped with newly designed 4-Point wheelchair securement systems offering improved mobility device securement stability.
- To date, the 4-Point securement station, and the Santa Cruz Arm continue to be part of the design configuration for METRO buses.
- Mobility devices have become larger, wider, and are commonly electrically driven prohibiting, in most instances, deployment of the Santa Cruz Arm.
- Recent amendments to mobility device transport guidelines require Transit Agencies to transport mobility devices regardless of weight and size as long as boarding access can be achieved.
- With continuing design changes in mobility devices, presence of the Santa Cruz arm has resulted in reduced aisle space when two chairs are secured at the same time, damage to electrical components on electrically driven chairs, and in some instances injury to the passenger as they board or alight.
- Currently, the 3-Point Securement System is the latest Transit Industry Design for Securement Stations.
- Incorporating these new 3-Point securement stations and eliminating the Santa Cruz Arm in future bus builds will improve accessibility and maneuverability, increase aisle space when two mobility devices are secured at the same time, reduce securement time, and reduce potential Operator injury.

- METRO Staff requests that the Board of Directors approve the elimination of the Santa Cruz Arm and adopt the 3-Point securement system for future bus builds.

III. DISCUSSION

In the late 1970's METRO purchased a number of AM General, and Grumman Flexible Standard Floor buses. These buses were the first to have "Wheelchair Lifts", and securement stations that allowed passengers with mobility devices to access the bus and be secured for transport in designated areas. The securement systems that were available at the time were 2-Point Y-Strap securement stations that allowed for two points on the mobility device to be attached by two extending straps. Each strap was designed with split ends encompassing a buckling system that would loop the front support posts of the mobility device. Once attached, the straps would be retracted in order to apply tension and theoretically secure the device.

These 2-Point Y-Strap securement systems were not very effective in securing mobility devices in a manner that would preclude movement. As a result, passengers felt fearful due to the instability of the mobility device during acceleration, braking, or cornering of the bus. In an effort to address this securement issue and provide more stability during transport, METRO staff designed, at the time, what is called the Santa Cruz Arm.

The Santa Cruz Arm is a movable padded arm that can be deployed horizontally in front of a person in a mobility device and locked into place. When it was used in conjunction with the 2-Point Y-Strap securement system it provided a greater sense of stability since the person could lean on the arm or hold on to it minimizing the movement of the mobility device.

In 1998, METRO purchased a number of New Flyer buses that were the first Low Floor buses in the fleet. The low floor design, combined with a pneumatic kneeling system placed the entrance of the bus at almost curb level with no steps to traverse. A ramp system replaced the wheelchair lifts, and the securement stations encompassed a 4-Point Securement System (FPSS). The FPSS design eliminated the Y-Straps and used 'S' hooks that are placed at four points on a mobility device.

Once the 'S' hooks are attached, the straps are retracted in order to provide a level of tension that secures and stabilizes the mobility device. The 4-Point system proved to be effective, eliminating any movement while the bus is in motion, and are currently in use on all METRO buses. The Santa Cruz Arm continues to be part of the securement station design configuration on all bus builds, but its use has diminished significantly.

As time has progressed, mobility devices have evolved into varying configuration from the standard manually driven 4-wheeled wheelchair to electrically driven 4-6 wheeled wheelchairs, with adjustable ride heights, 3-wheeled and 4-wheeled mobility devices of varying configuration. These variations, along with the different physical sizes of persons using the devices, in most instances, prohibit the deployment of the Santa Cruz Arm.

Recent changes to mobility device transport guidelines require Transit Agencies to transport mobility devices regardless of weight and size, as long as boarding access can be achieved by the user. The standard wheelchair size as originally established by ADA of 30" length by 48" wide, limit of 600 lbs. no longer applies.

With these changes, consideration to interior passenger space must be taken into account. The mechanism the Santa Cruz Arm uses extends out from the bottom of the side-facing flip up seats, when collapsed, by 6". Two arm assemblies are used and located directly across from each other since this is the best design for accessibility purposes; aisle space distance is approximately 62".

Aisle space is reduced significantly when two mobility devices occupy the securement stations. As an example, if two 30" wide mobility devices occupy the securement stations at the same time, aisle space between the two wheelchairs will be reduce to approximately 2"- 4". Elimination of both Santa Cruz Arm assemblies would increase aisle space by 12", and becomes critical in considering the changes to mobility device transport guidelines.

Additionally, the increasing use of electrically driven mobility devices has created issues with damage to the electrical controls due to exposure of wiring, and protrusion of Santa Cruz Arm control mechanisms. Passengers using electrically driven mobility devices, at times, position themselves close to the Arm mechanism in order to maximize aisle access. When they attempt to alight, the wiring of their device becomes entangled on the locking lever of the Santa Cruz Arm mechanism and causes wiring damage to the mobility device immobilizing the passenger. In some instances, bodily injury has been caused by the locking lever.

Research into improved securement stations revealed that the latest securement technology is the 3-Point securement station. These stations are self-contained and offer a design that is conducive to maximizing accessibility, increasing aisle space, and providing ease of securement for both the patron and the Operator. The units provide two securement straps at the rear of a mobility device and a lateral strap that is attached to the side of a mobility device or looped around the steering column of a 3-wheeled scooter. Once the tension is established at the rear two straps, the lateral strap is pulled tight causing the mobility device to contact a contoured bumper creating a fourth contact point. The level of stability is increased significantly over the 4-point securement device over a variety of mobility devices; the lap belt and shoulder harness are readily accessible and less invasive as compared to current configurations.

With the cooperation of the Valley Transportation Authority and the Gillig Corporation, actual demonstrations on buses equipped with the 3-Point securement system were provided to the Elderly and Disabled Transit Advisory Committee (E&D TAC), the METRO Advisory Committee (MAC) and have been reviewed and supported by the United Transportation Union as a viable system to be considered for future bus builds (refer to attached endorsements).

Several Transit Agencies were contacted inquiring as to the performance of the 3-Point securement systems they were using. All reported favorable acceptance by the communities they served and the Operators using the systems.

- Muncie Transit, Muncie, Indiana
Reported that Q'POD units were working very well, with no problems reported, Operators found the stations to be user friendly and allowed for very quick securement of mobility devices, there were no issues reported by the public served.
- Metropolitan Atlanta Rapid Transit Authority (MARTA)
Reported units were very well received by the Operators and the community. Rapid securement was a key feature that was being enjoyed by both. There did not seem to be any maintenance issues with the units.
- Santa Clara Valley Transit Authority
Reported that the units were being very well received by mobility device users, the Operators were pleased with ease of use and expedient securement process, maintenance was not having issues with the units. This was also demonstrated and acknowledged by the Operator when the VTA bus was brought for demonstration.

Staff requests that the Santa Cruz METRO Board of Directors considers approving the elimination of the Santa Cruz Arm, and adopt the 3-Point securement system for future Santa Cruz METRO bus builds.

III. FINANCIAL CONSIDERATIONS

Approximate cost \$4,500 per station, offset by savings in no longer manufacturing Santa Cruz Arm.

V. ATTACHMENTS

- A.** METRO Advisory Committee (MAC) Endorsement Letter – February 15, 2012
- B.** Elderly and Disabled Transportation Advisory Committee (E&D TAC) Support Letter – February 14, 2012
- C.** United Transportation Union (UTU) Support Letter – April 08, 2013



METRO ADVISORY COMMITTEE
920 Pacific Avenue
Santa Cruz, California 95060
831-426-6080

Lynn Robinson, Chair
METRO Board of Directors
Santa Cruz Metropolitan Transit District
110 Vernon St.
Santa Cruz, CA 95060

February 15, 2012

RE: Q'STRAIT – Q'POD Mobility Securement System

Dear Board of Directors and Chair Robinson:

During the February 15, 2012 MAC meeting, MAC members had the opportunity to view a demonstration bus provided by the Gillig Corporation. METRO's Manager of Operations, Ciro Aguirre and Fleet Manager, Robert Cotter arranged the visit with Mr. Norman Reynolds, Gillig Corporation Sales Representative to have the bus brought to the Pacific Station Transit Center for review by the MAC members, with Mr. Reynolds providing an overview of this new bus product line from Gillig.

Part of the presentation was the newest innovation in mobility device securement systems manufactured by Q'Strait called the Q'POD that were on the bus. Mr. Aguirre, in a previous MAC meeting requested that the MAC members consider removal of the Santa Cruz Arm for future bus builds in favor of advanced technology for mobility securement citing that improvements in securement systems make the Santa Cruz Arm obsolete.

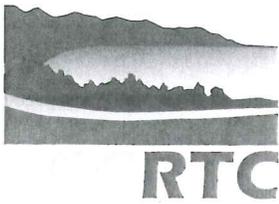
All seven members of MAC reviewed the bus and two members using mobility devices volunteered to be placed in the securement stations. The stations provided a very quick means of securing a mobility device, improved operator accessibility to the mobility device, and once both devices were secured provided greater aisle space between the two mobility devices for other passengers to move through the aisle. Both devices were properly secured in a very short time period.

The METRO Advisory Committee would like to convey to the METRO Board of Directors its full endorsement and support of this securement system for future bus builds and understands that the Santa Cruz Arm will not be a component of future buses equipped with the Q'POD restraint system manufactured by Q'Strait.

Respectfully,

Naomi Gunther, Chair
METRO Advisory Committee

Cc: Les White, General Manager
Ciro Aguirre, Manager of Operations
Robert Cotter, Fleet Maintenance Manager



SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

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February 14, 2012

Lynn Robinson, Chair
Board of Directors
Santa Cruz Metropolitan Transit District
110 Vernon St.
Santa Cruz, CA 95060

RE: Support Use of Q-Pod Restraint Device System in Metro Buses

Dear Board of Directors and Chair Robinson:

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

At their February 14 meeting, Metro staff provided follow up information requested by the E&D TAC after the demonstration vehicle with the proposed new Q-Pod mobility device restraint system was made available to the committee. Based on the demonstration and the follow up materials provided, and given that the "Santa Cruz Arm" is outdated and interferes with seating for other passengers, the E&D TAC:

Supports use of the Q-Pod Restraint Device for wheelchairs, scooters and other mobility devices on fixed route buses. The staff recommendation to provide two restraint devices per bus is also supported. The Q-Pod Restraint Device appears to be the best option to provide access and comfort for all bus passengers.

The E&D TAC appreciates Metro's initiative in bringing the proposed mobility device restraint system to the committee for their input early in the planning phase and for providing detailed information in response to their inquiries.

Sincerely,

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

cc: Les White, General Manager
Ciro Aguirre, Metro Operations Manager
April Warnock, Metro ParaCruz Manager
Frank Bauer, Metro Safety and Training Coordinator

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united transportation union

April 8, 2013

Ciro Aguirre, Ops Manager

Dear Manager of Operations Aguirre:

The United Transportation Union Local 0023 is supportive of eliminating the Santa Cruz Arm from future bus builds although it still holds sentimental value because it was built here to secure manual mobility devices but has lost its value thru time and electric mobility devices. The times have change and new products have been built like the Q-Pod retraining device and we are embracing change and are supportive of the Q-Pod securement device in order to provide hopefully better access and comfort to our passengers.

Sincerely,

Eduardo Montesino, Chair

United Transportation Union Local 0023