

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA  
FEBRUARY 22, 2008 (Fourth Friday of Each Month)  
\*WATSONVILLE CITY COUNCIL CHAMBERS\*  
\*250 MAIN STREET\*  
WATSONVILLE, CALIFORNIA  
9:00 a.m. – 12:00 noon

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT [WWW.SCMTD.COM](http://WWW.SCMTD.COM)

**NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER**

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
  - a. None
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

**CONSENT AGENDA**

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JANUARY 2008
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR DECEMBER 2007
- 5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF STEPHEN SULLIVAN, CLAIM #08-0004;  
DENY THE CLAIM OF JAMES W. TAYLOR, CLAIM #087-0006
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) **REVISED** AGENDA FOR FEBRUARY 20, 2008 AND MINUTES OF DECEMBER 19, 2007
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF NOVEMBER 2007
- 5-6. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-7. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH TELEPATH CORPORATION FOR RADIO MAINTENANCE AND REPAIR SERVICES

- 5-8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH THE LAW OFFICES OF MARIE F. SANG FOR LEGAL SERVICES IN THE AREA OF WORKER'S COMPENSATION
- 5-9. CONSIDERATION OF AUTHORIZING THE DISPOSAL OF ONE HASLER POSTAGE MAILING MACHINE
- 5-10. APPROVE REGULAR BOARD MEETING MINUTES OF JANUARY 11 & 25, 2008, SPECIAL MINUTES OF JANUARY 25, 2008, AND REVISED SPECIAL MINUTES OF OCTOBER 26, 2007
- 5-11. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF DECEMBER 2007
- 5-12. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JANUARY 2008 MEETING(S)
- 5-13. ACCEPT AND FILE DECEMBER 2007 RIDERSHIP REPORT
- 5-14. CONSIDERATION OF AN AGREEMENT WITH SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE NIGHT SERVICE
- 5-15. CONSIDERATION OF APPROVAL OF REVISED FY08 CAPITAL BUDGET
- 5-16. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2007

#### **REGULAR AGENDA**

- 6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chair Beautz
- 7. **PUBLIC HEARING:** CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FTA URBAN AND RURAL OPERATING ASSISTANCE AND ADOPTING A RESOLUTION AUTHORIZING THE APPLICATION AND EXECUTION OF A GRANT FOR FTA RURAL OPERATING ASSISTANCE FOR FY 2008  
Presented By: Mark Dorfman, Assistant General Manager  
**PUBLIC HEARING WILL TAKE PLACE AT 9:00 AM**
- 8. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF LINDA J. CLAYTON AS PAYROLL SPECIALIST FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented By: Chair Beautz

9. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE LEADERSHIP OF CONGRESSMAN SAM FARR IN OBTAINING THE INCLUSION OF FUNDS FOR THE PACIFIC STATION REDEVELOPMENT PROJECT IN THE FY 2008 OMNIBUS APPROPRIATIONS LEGISLATION FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented By: Chair Beutz
10. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE LEADERSHIP OF CONGRESSWOMAN ANNA ESHOO IN OBTAINING THE INCLUSION OF FUNDS FOR THE PACIFIC STATION REDEVELOPMENT PROJECT IN THE FY 2008 OMNIBUS APPROPRIATIONS LEGISLATION FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
Presented By: Chair Beutz
11. CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION FOR THE ASSISTANCE OF ASSEMBLYMEMBER JOHN LAIRD FOR INTRODUCING AND OBTAINING ENACTMENT OF AB 1492 AUTHORIZING THE IMPLEMENTATION OF THE YIELD TO BUS PROGRAM FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AND THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
Presented By: Chair Beutz
12. CONSIDERATION OF RESPONSE TO REQUEST FOR RIDERSHIP DATA AND OPTIONS OF USING SMALLER VEHICLES OR RE-ROUTING ROUTES #54 & #55  
Presented By: Mark Dorfman, Assistant General Manager
13. CONSIDERATION OF APPROVAL OF A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 1217 RIVER STREET, SANTA CRUZ, CALIFORNIA FOR THE AMOUNT OF \$1,237,500.00 PLUS FEES AND AUTHORIZING THE GENERAL MANAGER OR HIS DESIGNEE TO EXECUTE DOCUMENTS NECESSARY TO CONCLUDE THE ACQUISITION  
Presented By: Leslie R. White, General Manager
14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH PACIFIC GAS & ELECTRIC FOR GAS AND ELECTRIC SERVICES FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT IN THE AMOUNT OF \$25,387.15  
Presented By: Frank Cheng, Project Manager
15. CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH ARNTZ BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE SERVICE BUILDING TO APRIL 30, 2008, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007  
Presented By: Frank Cheng, Project Manager
16. CONSIDERATION OF RECEIPT OF REPORT ON EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES BY PAT PIRAS CONSULTING  
Presented By: Mark Dorfman, Assistant General Manager



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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Watsonville City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live in Watsonville on Charter Channel 70. Community Television will rebroadcast it at 7:00 p.m. on Friday, February 29, 2008 on Comcast Channel 26 and also on Charter Channel 72.

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT	
24295	01/04/08	713.89	AIRTEC SERVICE		382	16497	OUT RPR BLDG & IMP	713.89	
24296	01/04/08	1,179.91	ALEXANDER ELECTRIC		763	16516	OUT RPR-GENERATOR	1,179.91	
24297	01/04/08	176.36	AMERICAN MESSAGING SVCS, LLC		002861	16521	JAN PAGERS	176.36	
24298	01/04/08	154.44	ANDY'S AUTO SUPPLY		294	0	16443	REV VEH PARTS	154.44
24299	01/04/08	17,075.79	ASSURANT EMPLOYEE BENEFITS		941	16561	JAN LTD INS	17,075.79	
24300	01/04/08	2,428.77	ATCHISON, BARISONE, CONDOTTI &		876	7	16550	LEGAL SVCS/MB	2.25
							16551	LEGAL SVCS/425 FRONT	359.00
							16552	LEGAL SVCS/RIVER ST	2,067.52
24301	01/04/08	89.88	BAUER, FRANK		E271	16448	OFFICE SUPPLIES	89.88	
24302	01/04/08	100.00	BEAUTZ, JAN		B003	7	16498	DEC BOARD MTGS	100.00
24303	01/04/08	992.00	BORDEN DECAL		002412	16487	REV VEH PARTS	992.00	
24304	01/04/08	2,179.00	BROWN ARMSTRONG		616	16432	07 AUDIT SERVICES	2,179.00	
24305	01/04/08	100.00	BUSTICHI, DENE		B018	7	16499	DEC BOARD MTGS	100.00
24306	01/04/08	429,062.60	CA PUBLIC EMPLOYEES'		502	16450	JAN MEDICAL INS	429,062.60	
24307	01/04/08	1,316.34	CALIFORNIA SERVICE EMPLOYEES		002287	16451	JAN MEDICAL	1,316.34	
24308	01/04/08	425.37	CHENG, FRANK		E312	16455	11/6-11/9 EMP TRAVEL	425.37	
24309	01/04/08	652.00	CITY OF SANTA CRUZ		001346	16549	MB INSPECTION SVCS	652.00	
24310	01/04/08	100.00	CITY OF WATSONVILLE		B014	16507	DEC BOARD MTGS	100.00	
24311	01/04/08	271.87	CUMMINS WEST, INC.		504	16491	REV VEH PARTS	271.87	
24312	01/04/08	2,482.90	DAIMLER CHRYSLER		001000	16490	REV VEH PARTS	2,383.96	
							16492	REV VEH PARTS	98.94
24313	01/04/08	115.67	DARCO PRINTING		002389	7	16449	OFFICE SUPPLY/OPS	115.67
24314	01/04/08	2,309.05	DEPARTMENT OF GENERAL SERVICES		753	16414	CONTRACT FEES	2,309.05	
24316	01/04/08	8,796.43	DIXON & SON TIRE, INC.		085	16468	TIRES & TUBES	254.00	
							16469	TIRES & TUBES	1,199.77
							16470	TIRES & TUBES	272.20
							16471	TIRES & TUBES	151.79
							16472	TIRES & TUBES	800.10
							16473	TIRES & TUBES	1,003.50
							16474	TIRES & TUBES	508.00
							16475	TIRES & TUBES	612.92
							16476	TIRES & TUBES	718.73
							16477	TIRES & TUBES	18.00
							16478	TIRES & TUBES	817.23
							16479	TIRES & TUBES	1,756.13
							16480	TIRES & TUBES	208.24
							16481	TIRES & TUBES	396.93
							16482	TIRES & TUBES	78.89
24317	01/04/08	1,854.19	EXPRESS PERSONNEL SERVICES		432	16547	TEMP/OPS W/E 12/16	930.00	
							16548	TEMP/OPS W/E 12/9	924.19
24319	01/04/08	590.72	FEDERAL EXPRESS		372	16526	NOV MAIL/ADM	27.90	
							16527	NOV MAIL/IT	21.55
							16528	NOV MAIL/ADM	19.16
							16529	NOV MAIL/ADM	26.15
							16530	NOV MAIL/FLT	21.44
							16531	NOV MAIL/ADM	39.44
							16532	NOV MAIL/ADM	32.85
							16533	NOV MAIL/ADM	45.44
							16534	NOV MAIL/FLT	45.61
							16535	NOV MAIL/ADM	29.24

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						16536	NOV MAIL/ADM	32.85	
						16537	DEC MAIL/IT	40.19	
						16538	DEC MAIL/ADM	37.07	
						16539	DEC MAIL/ADM	24.03	
						16540	DEC MAIL/ADM	19.33	
						16541	DEC MAIL/ADM	29.49	
						16542	DEC MAIL/ADM	28.14	
						16543	DEC MAIL/IT	48.14	
						16565	MISC FED EX	22.70	
24320	01/04/08	7,997.52	912	FOLGER GRAPHICS		16435	PRINTING/HEADWAYS	7,997.52	
24321	01/04/08	50.04	647	GFI GENFARE		16483	REV VEH PARTS	50.04	
24322	01/04/08	2,353.82	117	GILLIG CORPORATION		16488	REV VEH PARTS	2,353.82	
24323	01/04/08	698.09	282	GRAINGER		16422	PARTS & SUPPLIES	383.96	
						16423	PARTS & SUPPLIES	158.32	
						16493	REPAIRS/MAINTENANCE	155.81	
24324	01/04/08	156.78	546	GRANITEROCK COMPANY		16494	REPAIRS/MAINTENANCE	156.78	
24325	01/04/08	100.00	B021	HAGEN, DONALD N.	7	16500	DEC BOARD MTGS	100.00	
24326	01/04/08	60,235.00	001035	HARRIS & ASSOCIATES		16514	MB 07 PROF SVCS	60,235.00	
24327	01/04/08	50.00	B006	HINKLE, MICHELLE	7	16501	DEC BOARD MTGS	50.00	
24328	01/04/08	165.12	215	IKON OFFICE SOLUTIONS		16513	11/19-12/18 MAINT/AD	165.12	
24329	01/04/08	6,020.80	878	KELLY SERVICES, INC.		16452	TEMP/IT W/E 12/09	2,272.00	
						16453	TEMP/IT W/E 12/16	2,272.00	
						16545	TEMP/OPS W/E 12/16	1,476.80	
24330	01/04/08	1,925.88	039	KINKO'S INC.		16546	NOV PRINTING/OPS	1,925.88	
24331	01/04/08	44.00	E475	MAHAN, DAVID		16441	DMV FEES	44.00	
24332	01/04/08	1,886.64	001052	MID VALLEY SUPPLY		16495	CLEANING SUPPLIES	1,322.77	
						16496	CLEANING SUPPLIES	310.31	
						16525	CLEANING SUPPLIES	253.56	
24333	01/04/08	70.00	041	MISSION UNIFORM		16465	UNIF/LAUNDRY/FLT	35.00	
						16466	UNIF/LAUNDRY/FLT	35.00	
24334	01/04/08	260.00	001155	MONSTERTRAK		16412	PLAN. INTERN CLAS AD	260.00	
24335	01/04/08	427.97	001454	MONTEREY BAY OFFICE PRODUCTS		16411	12/1-2/29 COPIER/ADM	427.97	
24336	01/04/08	830.62	001063	NEW FLYER INDUSTRIES LIMITED		16484	REV VEH PARTS	11.20	
						16485	REV VEH PARTS	151.62	
						16486	REV VEH PARTS	610.20	
						16523	REV VEH PARTS	3.60	
						16524	REV VEH PARTS	54.00	
24337	01/04/08	100.00	B020	NICOL, KIRBY	7	16502	DEC BOARD MTGS	100.00	
24338	01/04/08	7,969.74	009	PACIFIC GAS & ELECTRIC		16554	11/29-12/27 DUBOIS	131.42	
						16555	11/29-12/27 DUBOIS	8.39	
						16556	11/29-12/28 ENCINAL	3,095.96	
						16557	11/29-12/27 RIVER	2,002.98	
						16558	11/29-12/27 VERNON	1,451.50	
						16559	11/29-12/27 DUBOIS	12.23	
						16560	11/29-12/27 RIVER	1,267.26	
24339	01/04/08	220.00	481	PIED PIPER EXTERMINATORS, INC.		16517	DEC PEST CONTROL	48.50	
						16518	DEC PEST CONTROL	48.50	
						16519	DEC PEST CONTROL	53.00	
						16520	DEC PEST CONTROL	70.00	
24340	01/04/08	922.03	156	PRINT GALLERY, THE		16434	PRINT ROUTE STICKERS	922.03	

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24341	01/04/08	9.00	050A	PURCHASE POWER		16509	ACCOUNT ACCESS FEE	9.00	
24342	01/04/08	50.00	B011	REILLY, EMILY	7	16503	DEC BOARD MTGS	50.00	
24343	01/04/08	425.00	001153	REPUBLIC ELEVATOR COMPANY		16515	ELEVATOR REPAIR	425.00	
24344	01/04/08	80.00	E173	RHODES, BRUCE		16564	EMP TRAVEL/NGVI-CNG	80.00	
24345	01/04/08	100.00	B015	ROTKIN, MIKE	7	16504	DEC BOARD MTGS	100.00	
24346	01/04/08	648.76	135	SANTA CRUZ AUTO PARTS, INC.		16444	REV VEH PARTS	501.27	
						16445	REV VEH PARTS	16.84	
						16446	REV VEH PARTS	20.18	
						16447	REV VEH PARTS	110.47	
24347	01/04/08	132.00	001523	SANTA CRUZ MEDICAL CLINIC	7	16409	MEDICAL EXAM	66.00	
						16410	MEDICAL EXAM	66.00	
24348	01/04/08	5,236.06	079	SANTA CRUZ MUNICIPAL UTILITIES		16456	11/22-12/18 RIVER	2,152.80	
						16457	11/22-12/18 VERNON	533.96	
						16458	11/22-12/18 VERNON	102.52	
						16459	11/22-12/18 GOLF CLB	925.96	
						16460	11/22-12/18 DUBOIS	366.83	
						16461	11/22-12/18 ENCINAL	116.96	
						16462	11/22-12/18 DUBOIS	98.33	
						16463	11/22-12/18 RIVER	121.06	
						16464	11/22-12/18 ENCINAL	817.64	
24349	01/04/08	402.44	001	SBC		16442	DEC REPEATERS/OPS	402.44	
24350	01/04/08	187.98	122	SCMTD PETTY CASH - OPS		16413	PETTY CASH/OPS	187.98	
24351	01/04/08	425.17	788	SCMTD PETTY CASH - FINANCE		16512	PETTY CASH/FINANCE	425.17	
24352	01/04/08	244.54	002459	SCOTTS VALLEY WATER DISTRICT		16508	10/9-12/6 KINGS VLG	244.54	
24353	01/04/08	246.00	957	SECURITY SHORING & STEEL PLT		16415	10/28-11/27 RENTAL	246.00	
24354	01/04/08	100.00	B012	SPENCE, PAT	7	16505	DEC BOARD MTGS	100.00	
24355	01/04/08	100.00	B017	STONE, MARK	7	16506	DEC BOARD MTGS	100.00	
24356	01/04/08	1,185.00	001157	SWEENEY, MASON, WILSON & BOSWOR		16510	11/30-12/3 PROF SVCS	1,185.00	
24357	01/04/08	1,209.53	002504	TIFCO INDUSTRIES		16416	CREDIT MEMO	-7.55	
						16417	CREDIT MEMO	-5.37	
						16418	CREDIT MEMO	-28.21	
						16419	PARTS & SUPPLIES	475.11	
						16420	PARTS & SUPPLIES	521.59	
						16421	PARTS & SUPPLIES	197.89	
						16511	PARTS & SUPPLIES	56.07	
24358	01/04/08	54.65	007	UNITED PARCEL SERVICE		16467	FRT OUT-FLT	54.65	
24359	01/04/08	10.83	946	UNITED SITE SERVICES		16544	FENCE RENT/DUBOIS	10.83	
24360	01/04/08	2,000.00	002873	USPS-HASLER		16553	POSTAGE/ADM	2,000.00	
24361	01/04/08	3,833.57	002829	VALLEY POWER SYSTEMS, INC.		16425	REV VEH PARTS	265.35	
						16431	CONV MUFFLER	2,329.42	
						16489	REV VEH PARTS	1,238.80	
24362	01/04/08	124.38	221	VEHICLE MAINTENANCE PROGRAM		16424	REV VEH PARTS	124.38	
24363	01/04/08	53.33	434B	VERIZON CALIFORNIA		16522	MT. BIEWLASKI	53.33	
24364	01/04/08	10,871.22	001043	VISION SERVICE PLAN		16562	JAN VISION INS	10,871.22	
24365M01/07/08		11,590.79	002104	SELF-INSURANCE PLANS WORKERS COMP		16689	WORKERS COMP	11,590.79	MANUAL
24366	01/11/08	3,463.81	001A	AT&T/MCI		16746	NOV PHONES/IT	1,479.45	
						16747	DEC PHONES	1,984.36	
24367	01/11/08	15.20	002689	B & B SMALL ENGINE		16584	REPAIRS/MAINTENANCE	15.20	
24368	01/11/08	4,118.00	002035	BOWMAN & WILLIAMS		16690	11/26-12/25 PROF SVC	534.00	

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24369	01/11/08	900.00	983	CENTRAL MAINTENANCE COMPANY		16691	11/26-11/25 PROF SVC	3,584.00	
24370	01/11/08	1,211.10	001346	CITY OF SANTA CRUZ		16670	DEC JANITORIAL/PT	900.00	
						16723	PARKING DEF FEES	573.60	
						16724	BUSINESS IMPROVEMENT	637.50	
24371	01/11/08	731.25	001113	CLARKE, SUSAN	7	16743	EXT BUS ANNOUNC/AUD	731.25	
24372	01/11/08	3,110.61	909	CLASSIC GRAPHICS		16574	OUT RPR REV VEH	1,670.23	
						16715	OUT RPR REV VEH	1,440.38	
24373	01/11/08	75.00	T151	COOPER, ROBYN		16744	25 PT CONV. COUPONS	75.00	
24374	01/11/08	17.75	002063	COSTCO		16437	PHOTO PROCESS/OPS	2.20	
						16438	PHOTO PROCESS/OPS	8.60	
						16439	PHOTO PROCESS/OPS	5.82	
						16440	PHOTO PROCESS/OPS	1.13	
24375	01/11/08	106,024.45	002814	CREATIVE BUS SALES, INC.		16665	NEW P/T VAN	53,853.10	
						16666	NEW P/T VAN	52,171.35	
24376	01/11/08	7,739.86	504	CUMMINS WEST, INC.		16577	REV VEH PARTS	4,056.38	
						16613	REV VEH PARTS	3,683.48	
24377	01/11/08	136.40	001000	DAIMLER CHRYSLER		16610	REV VEH PARTS	136.40	
24378	01/11/08	75,323.94	001316	DEVCO OIL		16605	12/18-12/31 FUEL/FLT	75,323.94	
24379	01/11/08	3,741.08	480	DIESEL MARINE ELECTRIC, INC.		16580	REV VEH PARTS	3,741.08	
24380	01/11/08	1,078.15	085	DIXON & SON TIRE, INC.		16637	TIRES & TUBES	387.61	
						16682	TIRES & TUBES	368.43	
						16683	TIRES & TUBES	322.11	
24381	01/11/08	61.00	002388	DOGHERRA'S	7	16575	TOW # 602	61.00	
24382	01/11/08	2,024.28	117	GILLIG CORPORATION		16612	REV VEH PARTS	266.26	
						16615	REV VEH PARTS/SUPPLY	528.77	
						16616	OTH MOB SUPPLIES	1,229.25	
24383	01/11/08	81.17	E162	GOUVEIA, ANNA		16742	UNIF/LAUNDRY/OPS	81.17	
24384	01/11/08	818.53	282	GRAINGER		16586	REPAIRS/MAINTENANCE	174.17	
						16587	REPAIRS/MAINTENANCE	31.18	
						16588	REPAIRS/MAINTENANCE	487.54	
						16589	REPAIRS/MAINTENANCE	63.28	
						16693	REPAIRS/MAINTENANCE	31.18	
						16694	REPAIRS/MAINTENANCE	31.18	
24385	01/11/08	10.31	546	GRANITEROCK COMPANY		16738	REPAIRS/MAINTENANCE	-162.75	
						16739	REPAIRS/MAINTENANCE	173.06	
24386	01/11/08	496.71	001097	GREENWASTE RECOVERY, INC.		16729	JAN-MAR BIG BASIN	50.67	
						16730	JAN-MAR LOMOND/HWY	50.67	
						16731	JAN-MAR SOQUEL/NORTH	81.01	
						16732	JAN-MAR SOQUEL/SOUTH	96.18	
						16733	JAN-MAR HWY 17/BC	152.03	
						16734	JAN-MAR AIRPORT/FREE	-35.19	
						16735	JAN-MAR 2400 FREE	50.67	
						16736	JAN-MAR FREE/BOWKER	50.67	
24387	01/11/08	97.00	001132	INLINE TRANSLATION SVCS, INC.		16635	TRANSLATION SVCS	97.00	
24388	01/11/08	60.14	1117	KELLEY'S SERVICE INC.		16430	PARTS & SUPPLIES	30.67	
						16571	PARTS & SUPPLIES	29.47	
24389	01/11/08	113.94	074	KENVILLE LOCKSMITHS	7	16427	OUT RPR BLDG & IMP	70.00	
						16579	REV VEH PARTS	43.94	
24390	01/11/08	272.00	852	LAW OFFICES OF MARIE F. SANG	7	16631	WORKERS COMP CLAIM	272.00	
24391	01/11/08	312.70	024	LLOYD'S TIRE SERVICE, INC.		16572	OUT RPR OTH VEH	312.70	

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24392	01/11/08	435.96	107A	LUMBERMENS		16581	REPAIRS/MAINTENANCE	72.22	
						16582	REPAIRS/MAINTENANCE	260.91	
						16583	REPAIRS/MAINTENANCE	59.54	
						16585	REPAIRS/MAINTENANCE	34.17	
						16703	REPAIRS/MAINTENANCE	9.12	
24393	01/11/08	1,677.00	001145	MANAGED HEALTH NETWORK		16726	DEC/JAN EAP PREMIUM	1,677.00	
24394	01/11/08	764.77	001358	MARINA MOTOR COMPANY		16640	REV VEH PARTS	429.12	
						16641	REV VEH PARTS	77.83	
						16642	REV VEH PARTS	191.46	
						16643	REV VEH PARTS	66.36	
24395	01/11/08	398.06	001052	MID VALLEY SUPPLY		16674	CREDIT MEMO	-81.16	
						16675	CLEANING SUPPLIES	479.22	
24397	01/11/08	1,108.44	041	MISSION UNIFORM		16428	UNIF & LAUNDRY	97.14	
						16566	UNIF/LAUNDRY/FLT	54.05	
						16567	UNIF/LAUNDRY/FLT	171.06	
						16568	UNIF/LAUNDRY/FLT	56.17	
						16569	UNIF/LAUNDRY/FLT	325.63	
						16636	UNIF/LAUNDRY/PT	53.00	
						16646	UNIF/LAUNDRY/FLT	8.66	
						16647	UNIF/LAUNDRY/FLT	38.97	
						16648	UNIF/LAUNDRY/FLT	47.63	
						16649	UNIF/LAUNDRY/FLT	21.65	
						16705	UNIF/LAUNDRY/FAC	22.32	
						16717	UNIF/LAUNDRY/FAC	37.16	
						16718	UNIF/LAUNDRY/FAC	70.00	
						16719	UNIF/LAUNDRY/FAC	35.00	
						16720	UNIF/LAUNDRY/FAC	35.00	
						16721	UNIF/LAUNDRY/FAC	35.00	
24398	01/11/08	201.33	288	MUNCIE TRANSIT SUPPLY		16688	REV VEH PARTS	201.33	
24399	01/11/08	159.84	887	NEOPOST, INC		16638	OFFICE SUPPLIES/PT	159.84	
24401	01/11/08	8,965.71	001063	NEW FLYER INDUSTRIES LIMITED		16651	REV VEH PARTS	438.00	
						16652	REV VEH PARTS	501.10	
						16653	REV VEH PARTS	2,003.12	
						16654	REV VEH PARTS	41.95	
						16655	REV VEH PARTS	41.95	
						16656	REV VEH PARTS	78.08	
						16657	PARTS & SUPPLIES	31.84	
						16658	REV VEH PARTS	183.66	
						16659	REV VEH PARTS	1,197.93	
						16660	REV VEH PARTS	94.41	
						16661	REV VEH PARTS	3,087.90	
						16662	REV VEH PARTS	62.94	
						16663	REV VEH PARTS	34.50	
						16664	REV VEH PARTS	217.18	
						16740	REV VEH PARTS	951.15	
24402	01/11/08	2,139.65	002721	NEXTEL COMMUNICATIONS		16741	10/26-11/25 PHONE/OP	2,139.65	
24403	01/11/08	9,962.35	009	PACIFIC GAS & ELECTRIC		16645	11/29-12/27 FLEET	7,931.06	
						16728	12/4-1/3 920 PACIFIC	2,031.29	
24404	01/11/08	300.97	043	PALACE ART & OFFICE SUPPLY		16426	CREDIT MEMO	-1.82	
						16433	OFFICE SUPPLIES/OPS	263.44	

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						16436	OFFICE SUPPLY/MTC	8.22	
						16608	OFFICE SUPPLIES/FLT	7.11	
						16609	OFFICE SUPPLIES/FLT	24.02	
24405	01/11/08	887.00	950	PARADISE LANDSCAPE INC	0	16625	JAN MAINTENANCE	887.00	
24406	01/11/08	7,285.00	942	PROOFPOINT, INC.		16454	OUT REPAIR-EQUIP	7,285.00	
24407	01/11/08	893.96	001379	SAFETY-KLEEN SYSTEMS, INC.		16626	HAZ WASTE DISP	893.96	
24408	01/11/08	490.78	002713	SANTA CRUZ AUTO TECH, INC.		16639	OUT RPR REV VEH	490.78	
24409	01/11/08	650.51	135	SANTA CRUZ AUTO PARTS, INC.		16429	PARTS & SUPPLIES	24.47	
						16570	CLEANING SUPPLIES	31.95	
						16576	REV VEH PARTS	40.62	
						16591	REV VEH PARTS	50.94	
						16592	REV VEH PARTS	393.72	
						16593	REV VEH PARTS	37.69	
						16594	REV VEH PARTS	71.12	
24410	01/11/08	165.00	001121	SILENT PARTNER SECURITY SYS.		16671	1/1-3/31 SEC. VERNON	165.00	
24411	01/11/08	3,478.72	001036	STANDARD INSURANCE COMPANY		16727	JAN LIFE/AD&D INS	3,478.72	
24412	01/11/08	1,439.55	080A	STATE BOARD OF EQUALIZATION		16745	OCT-DEC 07 FUEL TAX	1,439.55	
24413	01/11/08	68.67	080B	STATE BOARD OF EQUALIZATION		16722	UNDRND STORAGE TANK	68.67	
24414	01/11/08	12,504.59	001648	STEVE'S UNION SERVICE		16737	DEC FUEL/PT	12,504.59	
24415	01/11/08	2,954.93	002805	TELEPATH CORPORATION		16606	JAN MAINT/REPAIRS	2,707.41	
						16624	OUT RPR EQUIP	206.33	
						16673	OUT RPR EQUIP	41.19	
24416	01/11/08	695.31	002504	TIFCO INDUSTRIES		16622	PARTS & SUPPLIES	100.26	
						16672	PARTS & SUPPLIES	595.05	
24417	01/11/08	82.03	170	TOWNSEND'S AUTO PARTS		16596	REV VEH PARTS	82.03	
24418	01/11/08	119.07	007	UNITED PARCEL SERVICE		16619	FRT OUT/FLT	68.68	
						16714	FRT OUT/FLT	50.39	
24419	01/11/08	736.05	002829	VALLEY POWER SYSTEMS, INC.		16578	REV VEH PARTS	736.05	
24420	01/11/08	981.24	221	VEHICLE MAINTENANCE PROGRAM		16685	REV VEH PARTS	618.60	
						16686	REV VEH PARTS	362.64	
24421	01/11/08	1,012.20	R510	WAWANESA GENERAL INSURANCE		16725	SETTLEMENT/RISK	1,012.20	
24422	01/11/08	1,525.51	001506	WESTERN STATES OIL CO., INC.		16573	FUEL & LUBE/FLT	1,525.51	
24423	01/11/08	140.73	042	WFCB-OSH COMMERCIAL SERVICES		16695	REPAIRS/MAINTENANCE	33.71	
						16696	REPAIRS/MAINTENANCE	14.03	
						16697	REPAIRS/MAINTENANCE	38.08	
						16698	REPAIRS/MAINTENANCE	17.85	
						16699	REPAIR/MAINTENANCE	10.06	
						16700	REPAIR/MAINTENANCE	27.00	
24424	01/11/08	110.08	147	ZEE MEDICAL SERVICE CO.		16627	SAFETY SUPPLIES	12.48	
						16668	SAFETY SUPPLIES	22.73	
						16669	SAFETY SUPPLIES	30.11	
						16704	SAFETY SUPPLIES	44.76	
24425	01/11/08	1,490.61	148	ZEP MANUFACTURING COMPANY		16687	REV VEH PARTS	1,490.61	
24426	01/18/08	108.96	020	ADT SECURITY SERVICES INC.					VOIDED
	01/24/08	-108.96							
24427	01/18/08	43.50	886	ALL PURE WATER	0	16847	RIVER ST. SECURITY	0.00	
24428	01/18/08	603.75	001128	ALWAYS TOWING & RECOVERY, INC		16623	OFFICE SUPPLIES/FLT	43.50	
24429	01/18/08	193.03	294	ANDY'S AUTO SUPPLY	0	16808	TOW # 2310	603.75	
						16597	PARTS & SUPPLIES	9.50	
						16598	PARTS & SUPPLIES	15.08	
						16618	PARTS & SUPPLIES	168.45	

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24430	01/18/08	2,898.00	948	ARNTZ BUILDERS, INC.		16862	CONST SVC MB TO 9/30	2,898.00	
24431	01/18/08	831.99	001A	AT&T/MCI		16786	NOV PHONES/PT	494.32	
						16787	NOV PHONES/PT	51.44	
						16852	JAN PHONES/FAC	286.23	
24432	01/18/08	435.40	664	BAY COUNTIES PITCOCK PETROLEUM		16775	FUEL & LUBE-FLT	435.40	
24433	01/18/08	12.32	123	BAY PHOTO LAB		16783	PHOTO SUPPLY/PROC	12.32	
24434	01/18/08	5,000.00	001365	BORTNICK, ROBERT S. & ASSOC.	7	16861	CALL STOP SURVEY	5,000.00	
24435	01/18/08	165.66	002189	BUS & EQUIPMENT		16784	REV VEH PARTS	165.66	
24436	01/18/08	96.31	002898	CEB		16830	CA TORT GUIDE 3RD ED	96.31	
24437	01/18/08	1,320.80	001346	CITY OF SANTA CRUZ		16644	COOP RETAIL MGT	1,273.88	
						16769	12/05-12/21 LANDFILL	46.92	
24438	01/18/08	10.34	130	CITY OF WATSONVILLE UTILITIES		16849	12/1-1/1 RODRIGUEZ	10.34	
24439	01/18/08	1,272.86	909	CLASSIC GRAPHICS		16607	OUT RPR REV VEH	1,272.86	
24440	01/18/08	32,831.41	002569	COMERICA BANK		16692	WORK COMP FUND	32,831.41	
24441	01/18/08	184.00	367	COMMUNITY TELEVISION OF		16790	TV TAPING 12/21 MTG	184.00	
24442	01/18/08	25.48	002063	COSTCO		16628	PHOTO PROCESS/OPS	4.56	
						16629	PHOTO PROCESS/OPS	6.91	
						16630	PHOTO PROCESS/OPS	1.87	
						16856	PHOTO PROCESS/OPS	2.86	
						16857	PHOTO PROCESS/OPS	2.24	
						16858	PHOTO PROCESS/OPS	4.18	
						16859	PHOTO PROCESS/OPS	2.86	
24443	01/18/08	107.92	002814	CREATIVE BUS SALES, INC.		16782	REV VEH PARTS	107.92	
24444	01/18/08	41,601.50	800	DELTA DENTAL PLAN		16832	JAN DENTAL	41,601.50	
24445	01/18/08	81,377.23	001316	DEVCO OIL		16797	1/2-1/14 FUEL FLT	81,377.23	
24446	01/18/08	2,114.58	085	DIXON & SON TIRE, INC.		16677	TIRES & TUBES	359.36	
						16678	TIRES & TUBES	408.62	
						16679	TIRES & TUBES	793.85	
						16680	TIRES & TUBES	501.75	
						16681	TIRES & TUBES	33.00	
						16781	TIRES & TUBES	18.00	
24447	01/18/08	350.00	916	DOCTORS ON DUTY		16748	DRUG TEST	25.00	
						16749	DRUG TEST	30.00	
						16750	DRUG TEST	25.00	
						16751	DRUG TEST	25.00	
						16752	DRUG TEST	30.00	
						16753	DRUG TEST	30.00	
						16754	DRUG TEST	25.00	
						16755	DRUG TEST	30.00	
						16756	DRUG TEST	25.00	
						16757	DRUG TEST	25.00	
						16758	DRUG TEST	25.00	
						16759	DRUG TEST	30.00	
						16760	DRUG TEST	25.00	
24448	01/18/08	499.00	861	EMPLOYER RESOURCE INSTITUTE		16799	CA EMP ADVIS.ONLINE	499.00	
24449	01/18/08	795.00	001492	EVERGREEN OIL INC.		16770	HAZ WASTE DISP	215.00	
						16771	HAZ WASTE DISP	580.00	
24450	01/18/08	1,668.19	432	EXPRESS PERSONNEL SERVICES		16833	TEMP/OPS W/E 12/30	738.19	
						16860	TEMP/OPS W/E 12/23	930.00	
24451	01/18/08	61.33	M098	FAUCI, SUSAN	0	9001468	MED PYMT SUPP	61.33	

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24452	01/18/08	25.80	E358	FUENTES, JOHN		16796	IWC VIOLATION	25.80	
24453	01/18/08	2,574.07	647	GFI GENFARE		16709	REV VEH PARTS	739.60	
						16710	REV VEH PARTS	1,834.47	
24454	01/18/08	2,394.21	117	GILLIG CORPORATION		16716	OTH MOB SUPPLIES	2,394.21	
24455	01/18/08	123.69	282	GRAINGER		16810	REPAIRS/MAINTENANCE	123.69	
24456	01/18/08	64.27	E378	GRANADOS-BOYCE, MARIA		16835	OFFICE SUPPLIES	64.27	
24457	01/18/08	393.92	001097	GREENWASTE RECOVERY, INC.		16848	DEC RESEARCH PARK	170.56	
						16850	DEC MT HERMON/KINGS	57.60	
						16851	DEC KINGS VILLAGE	165.76	
24458	01/18/08	48.83	510A	HASLER, INC.		16793	2/1-2/29 RENTAL/ADM	48.83	
24459	01/18/08	45.12	E322	HICKEY, MARK		16761	EMP TRAVEL/HICKEY	45.12	
24460	01/18/08	804.11	166	HOSE SHOP, THE		16840	SMALL TOOL	61.32	
						16841	PARTS & SUPPLIES	31.12	
						16842	PARTS & SUPPLIES	67.73	
						16843	REPAIRS/MAINTENANCE	115.14	
						16844	REPAIRS/MAINTENANCE	405.40	
						16845	REPAIRS/MAINTENANCE	3.45	
						16846	REPAIRS/MAINTENANCE	119.95	
24461	01/18/08	95.98	215A	IKON FINANCIAL SERVICES		16834	PROPERTY TAX ASSESS	95.98	
24462	01/18/08	535.99	493	IMAGING PRODUCTS INTERNATIONAL		16611	PHOTO SUPPLY/OPS	535.99	
24463	01/18/08	320.74	039	KINKO'S INC.		16826	NOV PRINTING/MTC	320.74	
24464	01/18/08	147.00	001093	KROLL LABORATORY SPECIALISTS		16632	DEC DRUG TESTS	147.00	
24465	01/18/08	3,060.00	674	LIBBERT CASSIDY WHITMORE	7	16865	1/1-12/31 EMP TRAIN	3,060.00	
24466	01/18/08	87.77	107A	LUMBERMENS		16701	REPAIRS/MAINTENANCE	40.94	
						16702	REPAIRS/MAINTENANCE	46.83	
24467	01/18/08	2,660.25	511	LUMINATOR		16711	REV VEH PARTS	2,660.25	
24468	01/18/08	709.57	041	MISSION UNIFORM		16590	UNIF/LAUNDRY/FAC	111.69	
						16600	UNIF/LAUNDRY/FLT	1.08	
						16601	UNIF/LAUNDRY/FLT	282.53	
						16602	UNIF/LAUNDRY/FLT	56.17	
						16603	UNIF/LAUNDRY/FLT	129.35	
						16604	UNIF/LAUNDRY/FLT	44.78	
						16706	UNIF/LAUNDRY/FAX	22.32	
						16780	UNIF/LAUNDRY/FAC	40.00	
						16854	UNIF/LAUNDRY/FLT	21.65	
24469	01/18/08	27,052.88	002891	NCLN20, INC.		16864	DEC SECURITY	27,052.88	
24470	01/18/08	683.60	001063	NEW FLYER INDUSTRIES LIMITED		16837	REV VEH PARTS	683.60	
24471	01/18/08	1,620.25	002721	NEXTEL COMMUNICATIONS		16785	DEC PHONES/PT	1,620.25	
24472	01/18/08	612.34	004	NORTH BAY FORD LINC-MERCURY		16617	OTH MOB SUPPLIES	612.34	
24473	01/18/08	104.97	001002	ORACLE CORPORATION		16800	SUPP/UPDATE 9/1-11/1	104.97	
24474	01/18/08	16,320.09	009	PACIFIC GAS & ELECTRIC		16774	11/28-1/8 KINGS VLG	1,912.37	
						16855	DEC CNG-FLT	14,407.72	
24475	01/18/08	188.80	043	PALACE ART & OFFICE SUPPLY		16634	OFFICE SUPPLIES/FIN	79.43	
						16788	OFFICE SUPPLIES/ADM	22.03	
						16789	OFFICE SUPPLIES/ADM	87.34	
24476	01/18/08	16.91	050	PITNEY BOWES INC.		16795	ACCOUNT ACCESS FEE	16.91	
24477	01/18/08	7,430.00	001149	PREFERRED PLUMBING, INC.		16798	INSTALL BACKFLOWS	7,430.00	
24478	01/18/08	240.00	592	R & S ERECTION OF		16838	DOOR REPAIR/PT	240.00	
24479	01/18/08	115.56	045	ROYAL WHOLESALE ELECTRIC		16839	REPAIRS/MAINTENANCE	115.56	
24480	01/18/08	7,213.56	018	SALINAS VALLEY FORD SALES		16801	REV VEH PARTS	900.33	

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						16802	REV VEH PARTS	1,999.32	
						16803	REV VEH PARTS	1,317.73	
						16804	REV VEH PARTS	1,306.88	
						16805	REV VEH PARTS	1,120.37	
						16806	REV VEH PARTS	30.99	
						16807	REV VEH PARTS	537.94	
24481	01/18/08	600.88	002713	SANTA CRUZ AUTO TECH, INC.		16812	OUT RPR REV VEH	49.00	
						16813	OUT RPR REV VEH	49.00	
						16814	OUT RPR REV VEH	49.00	
						16815	OUT RPR REV VEH	49.00	
						16816	OUT RPR REV VEH	49.00	
						16817	OUT RPR REV VEH	49.00	
						16818	OUT RPR REV VEH	49.00	
						16819	OUT RPR REV VEH	49.00	
						16820	OUT RPR REV VEH	49.00	
						16821	OUT RPR REV VEH	49.00	
						16822	OUT RPR REV VEH	55.44	
						16823	OUT RPR REV VEH	55.44	
24482	01/18/08	36.81	135	SANTA CRUZ AUTO PARTS, INC.		16595	REV VEH PARTS	4.86	
						16599	PARTS & SUPPLIES	31.95	
24483	01/18/08	34.51	848	SANTA CRUZ ELECTRONICS, INC.		16829	OFFICE SUPPLY/IT	34.51	
24484	01/18/08	2,485.89	079	SANTA CRUZ MUNICIPAL UTILITIES		16772	11/27-12/27 PACIFIC	61.12	
						16773	11/27-12/27 PACIFIC	2,424.77	
24485	01/18/08	1,446.45	149	SANTA CRUZ SENTINEL	0	16776	CLASS ADV-PURCHASING	236.55	
						16791	PUB HRG NOT WINT 07	303.25	
						16792	PUB NOTICE DBE GOAL	181.25	
						16836	CLASS ADV-PURCHASING	725.40	
24486	01/18/08	30.00	880	SEISINT, INC.		16831	PROF/TECH SVC/RISK	30.00	
24487	01/18/08	100.00	B016	SKILLICORN, DALE	7	16794	JAN BOARD MTGS	100.00	
24488	01/18/08	1,689.43	001976	SPORTWORKS NORTHWEST, INC.		16684	REV VEH PARTS	1,689.43	
24489	01/18/08	3,159.25	001156	ST. BERNARD SOFTWARE, INC.		16828	IPRISM APPLIANCE 500	3,159.25	
24490	01/18/08	3,180.88	057	U.S. BANK		16866	4246044555645971	50.00	
						16867	4246044555645971	1,781.09	
						16868	4246044555645971	52.37	
						16869	4246044555645971	284.19	
						16870	4246044555645971	1,013.23	
24491	01/18/08	31,759.43	002829	VALLEY POWER SYSTEMS, INC.		16614	REV VEH PARTS	1,995.37	
						16620	NEW ENGINE KIT	29,008.46	
						16621	MANUALS	417.39	
						16779	REV VEH PARTS	338.21	
24492	01/18/08	145.84	436	WEST PAYMENT CENTER		16827	CA VEH CODE 08	64.02	
						16853	DEC ASSESS CHARGES	81.82	
24493	01/18/08	321.99	948A	WESTAMERICA BANK TRUST DEPT		16863	SEPT RETAINAGE/MB	321.99	
24494	01/18/08	119.97	186	WILSON, GEORGE H., INC.		16811	REPAIRS/MAINTENANCE	119.97	
24495	01/18/08	320.08	147	ZEE MEDICAL SERVICE CO.		16768	SAFETY SUPPLIES	320.08	
24496	01/25/08	328.11	020	ADT SECURITY SERVICES INC.		16894	FEB SECURITY	40.48	
						16895	FEB SECURITY	44.23	
						16896	FEB SECURITY	58.67	
						16897	FEB SECURITY	79.40	
						16898	FEB SECURITY	44.23	

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						16966	FEB SECURITY	61.10	
24497	01/25/08	42.29	M118	ANDERSON, WILLIAM		17004	UTU FR RES ADJ	42.29	
24498	01/25/08	84.58	M119	ANDRADE, OSCAR		17005	UTU FR RES ADJ	84.58	
24499	01/25/08	4,004.20	876	ATCHISON, BARISONNE, CONDOTTI &	7	17114	LEGAL SVCS/MB	19.75	
						17115	LEGAL SVCS/425 FRONT	3,471.16	
						17116	LEGAL SVCS/RIVER ST	513.29	
24500	01/25/08	48.42	M033	BAILEY, NEIL	0	9001493	MED PYMT SUPP	48.42	
24501	01/25/08	84.58	M120	BARTHOLOMEW, BARRY		17006	UTU FR RES ADJ	84.58	
24502	01/25/08	92.61	M068	BASS, BETTY	0	17007	UTU FR RES ADJ	42.29	
						9001506	MED PYMT SUPP	50.32	
24503	01/25/08	78.87	M077	BRADFORD, THOMAS	0	9001514	MED PYMT SUPP	78.87	
24504	01/25/08	219.41	M072	BRIDINGER, CHRIS	0	17008	UTU FR RES ADJ	42.29	
						9001509	MED PYMT SUPP	177.12	
24505	01/25/08	48.42	M078	BRIDINGER, DENISE	0	9001515	MED PYMT SUPP	48.42	
24506	01/25/08	84.58	M089	BRIERLY, GARY		17009	UTU FR RES ADJ	84.58	
24507	01/25/08	48.42	M079	BROGDON, ROY		9001516	MED PYMT SUPP	48.42	
24508	01/25/08	42.29	M121	BRYANT, KATHLEEN		17010	UTU FR RES ADJ	42.29	
24509	01/25/08	21.57	M122	BURRY, JAMES		17011	UTU FR RES ADJ	21.57	
24510	01/25/08	434,359.39	502	CA PUBLIC EMPLOYEES'		17111	FEB MEDICAL INS	434,359.39	
24511	01/25/08	1,316.34	002287	CALIFORNIA SERVICE EMPLOYEES		17110	FEB MEDICAL	1,316.34	
24512	01/25/08	207.22	M022	CAPELLA, KATHLEEN	0	17012	UTU FR RES ADJ	84.58	
						9001492	MED PYMT SUPP	122.64	
24513	01/25/08	24.22	M080	CARR, DALE	0	9001517	MED PYMT SUPP	24.22	
24514	01/25/08	25.09	M123	CASANEGA, RICHARD		17013	UTU FR RES ADJ	25.09	
24515	01/25/08	103.62	M073	CENTER, DOUG	0	17014	UTU FR RES ADJ	42.29	
						9001510	MED PYMT SUPP	61.33	
24516	01/25/08	24.22	M036	CERVANTES, GLORIA	0	9001494	MED PYMT SUPP	24.22	
24517	01/25/08	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		16633	JAN LEGISLATIVE SVCS	5,000.00	
24518	01/25/08	42.29	M124	CHAVARRIA, JOHNNY		17015	UTU FR RES ADJ	42.29	
24519	01/25/08	84.58	M125	CILIBERTO, ANTHONY		17016	UTU FR RES ADJ	84.58	
24520	01/25/08	74.59	M090	CLARKE, PATRICIA	0	17017	UTU FR RES ADJ	42.29	
						9001523	MED PYMT SUPP	32.30	
24521	01/25/08	105.00	001084	CLUTCH COURIERS		17108	PROF SVCS	105.00	
24522	01/25/08	3.48	002063	COSTCO		17117	PHOTO PROCESS/RISK	3.48	
24523	01/25/08	115.15	M116	CRAMBLETT, LAWRENCE		17018	UTU FR RES ADJ	42.29	
						9001540	MED PYMT SUPP	72.86	
24524	01/25/08	103.62	M092	CRAWFORD, TERRI	0	17019	UTU FR RES ADJ	42.29	
						9001524	MED PYMT SUPP	61.33	
24525	01/25/08	222.58	002814	CREATIVE BUS SALES, INC.		17083	REV VEH PARTS	222.58	
24526	01/25/08	42.29	M126	CUMMINGS, CYNTHIA		17020	UTU FR RES ADJ	42.29	
24527	01/25/08	44.04	504	CUMMINS WEST, INC.		16931	REV VEH PARTS	44.04	
24528	01/25/08	109.95	M127	DA VICO, RENA		17021	UTU FR RES ADJ	109.95	
24529	01/25/08	517.27	001000	DAIMLER CHRYSLER		16777	REV VEH PARTS	136.40	
						16778	CREDIT MEMO	-136.40	
						16924	REV VEH PARTS	54.12	
						16953	REV VEH PARTS	463.15	
24530	01/25/08	341.50	001138	DATALED TECHNOLOGIES, INC		16954	REV VEH PARTS	341.50	
24531	01/25/08	25.09	M128	DAVIDSON, JAMES		17022	UTU FR RES ADJ	25.09	
24532	01/25/08	24.22	M039	DAVILA, ANA MARIA	0	9001495	MED PYMT SUPP	24.22	
24533	01/25/08	84.58	M094	DEAN, RONALD		17023	UTU FR RES ADJ	84.58	

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24534	01/25/08	84.58	M129	DEL PO, ROBERT		17024	UTU FR RES ADJ	84.58	
24535	01/25/08	109.95	M059	DEMPSEY, FREDERICK		17025	UTU FR RES ADJ	109.95	
24536	01/25/08	103.62	M095	DIXON, GEORGE	0	17026	UTU FR RES ADJ	42.29	
						9001525	MED PYMT SUPP	61.33	
24537	01/25/08	45.00	002388	DOGHERRA'S	7	16929	TOW # 8027	45.00	
24538	01/25/08	71.40	M130	DOLLENTE, RICHARD		17027	UTU FR RES ADJ	71.40	
24539	01/25/08	103.62	M096	DRAKE, JUDITH	0	17028	UTU FR RES ADJ	42.29	
						9001526	MED PYMT SUPP	61.33	
24540	01/25/08	84.58	M097	DUNLAP, DAVID		17029	UTU FR RES ADJ	84.58	
24541	01/25/08	500.00	002862	ECOLOGICAL CONCERNS INC.		17119	WATER DRAINAGE/MB	500.00	
24542	01/25/08	103.62	M098	FAUCT, SUSAN	0	17030	UTU FR RES ADJ	42.29	
						9001527	MED PYMT SUPP	61.33	
24543	01/25/08	227.29	372	FEDERAL EXPRESS		17118	DEC/JAN MAIL/ADM	227.29	
24544	01/25/08	103.62	M099	FIKE, LOUIS	0	17031	UTU FR RES ADJ	42.29	
						9001528	MED PYMT SUPP	61.33	
24545	01/25/08	42.29	M131	FLYNN, CHRISTINA		17032	UTU FR RES ADJ	42.29	
24546	01/25/08	109.95	M009	FREEMAN, MARY		17033	UTU FR RES ADJ	109.95	
24547	01/25/08	197.23	M074	GABRIELE, BERNARD	0	17034	UTU FR RES ADJ	42.29	
						9001511	MED PYMT SUPP	154.94	
24548	01/25/08	42.29	M132	GABRIELE, CATHLEEN		17035	UTU FR RES ADJ	42.29	
24549	01/25/08	24.22	M040	GARBEZ, LINDA	0	9001496	MED PYMT SUPP	24.22	
24550	01/25/08	48.42	M100	GARCIA, SANTIAGO	0	9001529	MED PYMT SUPP	48.42	
24551	01/25/08	44.00	E272	GARCIA-SUMANO, ELEUTERIO		17112	DMV FEES	44.00	
24552	01/25/08	690.45	117	GILLIG CORPORATION		16933	REV VEH PARTS	690.45	
24553	01/25/08	19,215.00	002123	GIRO, INC.		16965	08 HASTUS MAINT SUPP	19,215.00	
24554	01/25/08	103.62	M101	GOES, ALAN	0	17036	UTU FR RES ADJ	42.29	
						9001530	MED PYMT SUPP	61.33	
24555	01/25/08	48.42	M041	GOUVEIA, ROBERT	0	9001497	MED PYMT SUPP	48.42	
24556	01/25/08	298.94	282	GRAINGER		16926	CLEANING SUPPLIES	298.94	
24557	01/25/08	48.42	M081	HALL, JAMES	0	9001518	MED PYMT SUPP	48.42	
24558	01/25/08	28.59	M014	HARRELL, LAURA		17037	UTU FR RES ADJ	28.59	
24559	01/25/08	84.58	M060	HARRIS, ANDREW		17038	UTU FR RES ADJ	84.58	
24560	01/25/08	84.58	M133	HART, JUSTIN		17039	UTU FR RES ADJ	84.58	
24561	01/25/08	41.04	510A	HASLER, INC.		17097	2/1-2/29 RENTAL/PT	41.04	
24562	01/25/08	241.33	M016	HICKLIN, DONALD KENT	0	9001491	MED PYMT SUPP	241.33	
24563	01/25/08	24.25	M082	HINDIN, LENORE	0	9001519	MED PYMT SUPP	24.25	
24564	01/25/08	28,000.00	002116	HINSHAW, EDWARD & BARBARA	7	9001485	370 ENCINAL RENT	28,000.00	
24565	01/25/08	84.58	M102	HOLCOMB, MICHAEL		17040	UTU FR RES ADJ	84.58	
24566	01/25/08	62.96	M043	HOLODNICK, JAMES	0	9001498	MED PYMT SUPP	62.96	
24567	01/25/08	1,717.16	R511	HORTON, DEREK		17109	SETTLEMENT/RISK	1,717.16	
24568	01/25/08	56.25	166	HOSE SHOP, THE		16919	REPAIRS/MAINTENANCE	56.25	
24569	01/25/08	115.15	M075	HOWARD, CAROL	0	17041	UTU FR RES ADJ	42.29	
						9001512	MED SUPP PYMT	72.86	
24570	01/25/08	768.33	215	IKON OFFICE SOLUTIONS		17098	10/1-12/31 MAINT/PT	768.33	
24571	01/25/08	14,759.98	002117	IULIANO	7	9001486	111 DUBOIS RENT	11,595.94	
						9001487	115 DUBOIS RENT	3,164.04	
24572	01/25/08	103.62	M069	JACOBS, KENNETH	0	17042	UTU FR RES ADJ	42.29	
						9001507	MED PYMT SUPP	61.33	
24573	01/25/08	74.59	M103	JEMISON, MAURICE	0	17043	UTU FR RES ADJ	42.29	
						9001531	MED PYMT SUPP	32.30	

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24574	01/25/08	2,706.85	110	JESSICA GROCERY STORE, INC.		9001488	CUSTODIAL SERVICES	2,706.85	
24575	01/25/08	103.62	M104	JUSSEL, PETE	0	17044	UTU FR RES ADJ	42.29	
						9001532	MED PYMT SUPP	61.33	
24576	01/25/08	419.38	M061	KAMEDA, TERRY	0	17045	UTU FR RES ADJ	42.29	
						9001504	MED PYMT SUPP	377.09	
24577	01/25/08	71.56	1117	KELLEY'S SERVICE INC.		16934	REV VEH PARTS	71.56	
24578	01/25/08	832.00	878	KELLY SERVICES, INC.		16891	TEMP/MTC W/E 12/23	832.00	
24579	01/25/08	42.15	036	KELLY-MOORE PAINT CO., INC.		16809	CREDIT MEMO	-22.92	
						16957	REPAIRS/MAINTENANCE	65.07	
24580	01/25/08	9.77	074	KENVILLE LOCKSMITHS	7	16667	REPAIRS/MAINTENANCE	9.77	
24581	01/25/08	74.59	M105	KOHAMA, MARY	0	17046	UTU FR RES ADJ	42.29	
						9001533	MED PYMT SUPP	32.30	
24582	01/25/08	1,680.00	852	LAW OFFICES OF MARIE F. SANG	7	16762	WORKERS COMP CLAIM	640.00	
						16763	WORKERS COMP CLAIM	624.00	
						16875	WORKERS COMP CLAIM	416.00	
24583	01/25/08	84.58	M134	LEVESQUE, ARMAND		17047	UTU FR RES ADJ	84.58	
24584	01/25/08	74.59	M106	LYALL, JOHN	0	17048	UTU FR RES ADJ	42.29	
						9001534	MED PYMT SUPP	32.30	
24585	01/25/08	1,407.05	001119	MACERICH PARTNERSHIP LP	7	9001484	CAPITOLA MALL RENT	1,407.05	
24586	01/25/08	28.59	M063	MCGINNIS, POLLY		17050	UTU FR RES ADJ	28.59	
24587	01/25/08	42.29	M135	MEJIA, INDELISA		17051	UTU FR RES ADJ	42.29	
24588	01/25/08	103.62	M108	MILLER, FOREST	0	17052	UTU FR RES ADJ	42.29	
						9001535	MED PYMT SUPP	61.33	
24589	01/25/08	655.73	041	MISSION UNIFORM		16707	UNIF/LAUNDRY/FAC	104.65	
						16766	UNIF/LAUNDRY/PT	53.00	
						16937	UNIF/LAUNDRY/FLT	115.44	
						16938	UNIF/LAUNDRY/FLT	56.17	
						16939	UNIF/LAUNDRY/FLT	44.78	
						16940	UNIF/LAUNDRY/FLT	281.69	
24590	01/25/08	84.58	M136	MOORE, CAROL		17053	UTU FR RES ADJ	84.58	
24591	01/25/08	109.95	M107	MCCALMONT, PATRICK		17049	UTU FR RES ADJ	109.95	
24592	01/25/08	290.00	528	NCHRA-NORTHERN CALIFORNIA		16874	EMP TRAINING	290.00	
24593	01/25/08	24.22	M050	O'MARA, KATHLEEN	0	9001499	MED PYMT SUPP	24.22	
24594	01/25/08	1,070.09	009	PACIFIC GAS & ELECTRIC		17099	12/13-1/10 RESEARCH	1,070.09	
24595	01/25/08	1,181.00	872	PACIFIC MATERIAL HANDLING SOL.		16999	OUT RPR EQUIP	814.77	
						17000	OUT RPR EQUIP	366.23	
24596	01/25/08	144.13	043	PALACE ART & OFFICE SUPPLY		16676	OFFICE SUPPLIES/FLT	41.14	
						16708	OFFICE SUPPLIES/FAC	102.99	
24597	01/25/08	84.69	950	PARADISE LANDSCAPE INC	0	16968	WEED CONTROL/WTC	84.69	
24598	01/25/08	388.91	M057	PARHAM, WALLACE	0	17054	UTU FR RES ADJ	42.29	
						9001502	MED PYMT SUPP	346.62	
24599	01/25/08	48.42	M051	PENDRAGON, LINDA	0	9001500	MED PYMT SUPP	48.42	
24600	01/25/08	62.96	M109	PEREZ, CHERYL		9001536	MED PYMT SUPP	62.96	
24601	01/25/08	350.81	M064	PETERS, TERRIE	0	17055	UTU FR RES ADJ	42.29	
						9001505	MED PYMT SUPP	308.52	
24602	01/25/08	84.58	M137	PHILLIPS, TYRONE		17056	UTU FR RES ADJ	84.58	
24603	01/25/08	103.62	M070	PICARELLA, FRANCIS	0	17057	UTU FR RES ADJ	42.29	
						9001508	MED PYMT SUPP	61.33	
24604	01/25/08	103.62	M117	POLANCO, ANDRES		17058	UTU FR RES ADJ	42.29	
						9001541	MED PYMT SUPP	61.33	

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24605	01/25/08	10.00	E424	POLANCO, JOSE		17113	DMV FEES	10.00	
24606	01/25/08	388.91	M058	POTEETE, BEVERLY	0	17059	UTU FR RES ADJ	42.29	
						9001503	MED PYMT SUPP	346.62	
24607	01/25/08	42.29	M138	READ, TIMON		17060	UTU FR RES ADJ	42.29	
24608	01/25/08	4.92	M139	RILLING, KENNETH		17061	UTU FR RES ADJ	4.92	
24609	01/25/08	315.76	M005	ROSS, EMEY	0	9001489	MED PYMT SUPP	315.76	
24610	01/25/08	48.42	M085	ROSSI, DENISE	0	9001520	MED PYMT SUPP	48.42	
24611	01/25/08	258.00	067	ROTO-ROOTER		16912	REPAIRS/MAINTENANCE	258.00	
24612	01/25/08	3,190.88	002910	SAGE SOFTWARE, INC.		16904	FAS 100 ASSET PRGM	3,190.88	
24613	01/25/08	74.59	M111	SANCHEZ, FELIX	0	17062	UTU FR RES ADJ	42.29	
						9001537	MED PYMT SUPP	32.30	
24614	01/25/08	852.05	135	SANTA CRUZ AUTO PARTS, INC.		16650	PARTS & SUPPLIES	27.13	
						16712	REV VEH PARTS	32.66	
						16713	REV VEH PARTS	226.45	
						16767	REV VEH PARTS	94.58	
						16905	REV VEH PARTS	68.64	
						16930	EMP TOOL	108.49	
						16932	REV VEH PARTS	38.93	
						16935	REV VEH PARTS	96.60	
						16936	REV VEH PARTS	143.22	
						16944	REV VEH PARTS	15.35	
24615	01/25/08	229.67	260	SANTA CRUZ GLASS CO.	7	16959	OUT RPR BLDG & IMP	229.67	
24616	01/25/08	6,907.31	977	SANTA CRUZ TRANSPORTATION, LLC	7	16765	DEC 07 PT SERVICES	6,907.31	
24617	01/25/08	34.11	002447	SETON IDENTIFICATION PRODUCTS		16915	NAMEPLATE/HRD	34.11	
24618	01/25/08	448.55	M010	SHORT, SLOAN	0	17063	UTU FR RES ADJ	84.58	
						9001490	MED PYMT SUPP	363.97	
24619	01/25/08	103.62	M112	SILVA, EDUARDO	0	17064	UTU FR RES ADJ	42.29	
						9001538	MED PYMT SUPP	61.33	
24620	01/25/08	48.42	M054	SLOAN, FRANCIS	0	9001501	MED PYMT SUPP	48.42	
24621	01/25/08	11,651.11	001075	SOQUEL, III ASSOCIATES	7	9001483	RESEARCH PARK RENT	11,651.11	
24622	01/25/08	5,161.00	080	STATE BOARD OF EQUALIZATION		16877	OCT-DEC USE TAX	5,161.00	
24623	01/25/08	71.40	M140	STRICKLAND, JAMES		17065	UTU FR RES ADJ	71.40	
24624	01/25/08	109.95	M065	TAKEHANA, SCOTT		17066	UTU FR RES ADJ	109.95	
24625	01/25/08	109.95	M113	TARSKY, LINDA		17067	UTU FR RES ADJ	109.95	
24626	01/25/08	42.29	M141	TAYLOR, THOMAS		17068	UTU FR RES ADJ	42.29	
24627	01/25/08	28.80	M142	TERESI, JAMES		17069	UTU FR RES ADJ	28.80	
24628	01/25/08	24.22	M086	TOLINE, DONALD	0	9001521	MED PYMT SUPP	24.22	
24629	01/25/08	84.58	M114	TORRES, ANA		17070	UTU FR RES ADJ	84.58	
24630	01/25/08	19,850.18	982	TRANSPORTATION MANAGEMENT		16892	HASTUS OPTIMIZATION	3,760.50	
						16893	HASTUS OPTIMIZATION	16,089.68	
24631	01/25/08	59.50	007	UNITED PARCEL SERVICE		16970	FRT OUT-FLT	59.50	
24632	01/25/08	90.35	M066	URIZARRI, MIGUEL		17071	UTU FR RES ADJ	90.35	
24633	01/25/08	174.95	434	VERIZON WIRELESS	0	17120	2 WIRELESS PC CARDS	174.95	
24634	01/25/08	219.41	M076	VONWAL, YVETTE	0	17072	UTU FR RES ADJ	42.29	
						9001513	MED PYMT SUPP	177.12	
24635	01/25/08	4,910.76	001083	WATSONVILLE TRANSPORTATION, INC		16764	DEC 07 PT SVCS	4,910.76	
24636	01/25/08	115.15	M115	WILLIAMS, CHRIS	0	17073	UTU FR RES ADJ	42.29	
						9001539	MED PYMT SUPP	72.86	
24637	01/25/08	561.01	186	WILSON, GEORGE H., INC.		16887	REPAIRS/MAINTENANCE	404.60	
						16888	REPAIRS/MAINTENANCE	130.16	

5-1.13

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

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

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
24638	01/25/08	109.95	M067	WOOD, JOSEPH		16941	OUT RPR REV VEH	26.25	
24639	01/25/08	24.22	M088	YAGI, RANDY	0	17074	UTU FR RES ADJ	109.95	
24640	01/25/08	263.12	871	YARDER MANUFACTURING COMPANY		9001522	MED PYMT SUPP	24.22	
24641	01/25/08	1,510.94	148	ZEP MANUFACTURING COMPANY		16878	REV VEH PARTS	263.12	
						16921	CLEANING SUPPLIES	1,510.94	
TOTAL		1,763,977.26		COAST COMMERCIAL BANK			TOTAL CHECKS	343	1,763,977.26

5-1.14

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT:** MONTHLY BUDGET STATUS REPORTS FOR DECEMBER 2007.

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors accept and file the budget status reports for December 2007.**

## II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of December were \$132K or 3 % under the amount of revenues expected.
- **Consolidated Operating Expenses** for the month of December 2007 were \$590K or 18% under budget.
- **Capital Budget** spending for the month of December 2007 was \$7,245K or 20% of the Capital budget.

## III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue, expense and capital reports represent the status of the District's FY08 operating and capital budgets versus actual expenditures for the month.

The fiscal year has elapsed **50%**.

5-2.1

**A. Operating Revenue**

For the month of December 2007 revenues were \$132K or 3 % under the amount of revenues expected. Revenue variances are explained in the notes at the end of the revenue report.

**B. Operating Expense by Department**

Total Operating Expenses by Department for the month of December 2007 were \$590K, or 18% under budget; 1% above we were in FY07. Majority of the variance is due to not being up to full complement in Facilities, Paratransit, Operations, Bus Operators, Fleet Maintenance and Retired Employee Benefits. Fuel and parts costs have been below estimates in Fleet and equipment contracts have come in below budget in Facilities.

**C. Consolidated Operating Expenses**

Consolidated Operating Expenses for the month of December 2007 were \$590K or 18% under budget. Personnel Expenses, Admin & Bank Fees, Prof & Tech Fees, Temp Help, Security Services, Repair-Equipment, Fuels & Lube Rev Veh, Settlement Costs, and Contr/Paratransit all contributed to the variance. Further explanation of these accounts is contained in the notes following the report.

**D. Capital Budget**

A total of \$7,245K or 20% has been expended in the Capital Budget YTD. Of this, \$2,016K or 20% has been spent of the MetroBase line item, \$3,998K or 57% has been spent of the 110 Vernon Purchase & Renovation line item, and \$929K or 14% has been spent on the CNG Bus Conversions.

**IV. FINANCIAL CONSIDERATIONS**

None

#### IV. ATTACHMENTS

- Attachment A:**      FY08 Operating Revenue for the month ending – 12/31/07  
                            FY08 Operating Expenses by Department for the month ending – 12/31/07  
                            FY08 Consolidated Operating Expenses for the month ending – 12/31/07  
                            FY08 Capital Budget Reports for the month ending – 12/31/07

**FY2008**  
**Operating Revenue**  
**For the month ending - December 31, 2007**

Revenue Source	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual		\$ Var	% Var	
									FY08	FY07			
Passenger Fares	\$ 236,278	\$ 287,507	\$ (51,229)	-18%	\$ 1,767,936	\$ 1,725,042	\$ 42,894	2%	\$ 1,767,936	\$ 1,655,128	\$ 112,808	7%	
Paratransit Fares	\$ 18,714	\$ 20,800	\$ (2,086)	-10%	\$ 114,753	\$ 124,800	\$ (10,047)	-8%	\$ 114,753	\$ 109,178	\$ 5,575	5%	
Special Transit Fares	\$ 247,017	\$ 235,271	\$ 11,746	5%	\$ 1,078,915	\$ 1,411,626	\$ (332,711)	-24%	\$ 1,078,915	\$ 1,094,498	\$ (15,583)	-1%	
Highway 17 Fares	\$ 66,430	\$ 70,310	\$ (3,880)	-6%	\$ 404,866	\$ 421,860	\$ (16,994)	-4%	\$ 404,866	\$ 402,616	\$ 2,250	1%	
Highway 17 Payments	\$ 39,382	\$ 38,544	\$ 838	2%	\$ 239,727	\$ 231,264	\$ 8,463	4%	\$ 239,727	\$ 223,942	\$ 15,785	7%	
<b>Subtotal Passenger Revenue</b>	<b>\$ 607,821</b>	<b>\$ 652,432</b>	<b>\$ (44,611)</b>	<b>-7%</b>	<b>\$ 3,606,197</b>	<b>\$ 3,914,592</b>	<b>\$ (308,395)</b>	<b>-8%</b>	<b>\$ 3,606,197</b>	<b>\$ 3,485,362</b>	<b>\$ 120,835</b>	<b>3%</b>	<b>1</b>
Commissions	\$ 325	\$ 500	\$ (175)	-35%	\$ 2,687	\$ 3,000	\$ (313)	-10%	\$ 2,687	\$ 3,019	\$ (332)	-11%	
Advertising Income	\$ 22,835	\$ 12,083	\$ 10,752	89%	\$ 150,461	\$ 72,498	\$ 77,963	108%	\$ 150,461	\$ 120,250	\$ 30,211	25%	2
Rent Income - SC Pacific Station	\$ 8,001	\$ 7,087	\$ 914	13%	\$ 38,398	\$ 42,522	\$ (4,124)	-10%	\$ 38,398	\$ 41,635	\$ (3,237)	-8%	
Rent Income - Watsonville TC	\$ 2,034	\$ 4,124	\$ (2,090)	-51%	\$ 19,999	\$ 24,744	\$ (4,745)	-19%	\$ 19,999	\$ 26,147	\$ (6,148)	-24%	3
Rent Income - General	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ 4,800	\$ (4,800)	-100%	
Interest Income	\$ 102,063	\$ 89,667	\$ 12,396	14%	\$ 550,911	\$ 538,002	\$ 12,909	2%	\$ 550,911	\$ 665,232	\$ (114,321)	-17%	4
Other Non-Transp Revenue	\$ 4,068	\$ 23,583	\$ (19,515)	-83%	\$ 69,174	\$ 141,498	\$ (72,324)	-51%	\$ 69,174	\$ 206,518	\$ (137,344)	-67%	5
Sales Tax Revenue	\$ 1,404,517	\$ 1,468,704	\$ (64,187)	-4%	\$ 8,853,557	\$ 8,812,224	\$ 41,333	0%	\$ 8,853,557	\$ 9,030,971	\$ (177,414)	-2%	6
Transp Dev Act (TDA) - Op Asst	\$ 1,590,509	\$ 1,615,509	\$ (25,000)	-2%	\$ 3,181,018	\$ 3,231,018	\$ (50,000)	-2%	\$ 3,181,018	\$ 3,082,917	\$ 98,101	3%	
FTA Sec 5307 - Op Asst	\$ -	\$ -	\$ -	0%	\$ 3,153,552	\$ 3,877,000	\$ (723,448)	-19%	\$ 3,153,552	\$ -	\$ 3,153,552	0%	7
Repay FTA Advance	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
FTA Sec 5311 - Rural Op Asst	\$ 149,335	\$ 149,335	\$ -	0%	\$ 149,335	\$ 298,670	\$ (149,335)	-50%	\$ 149,335	\$ 168,582	\$ (19,247)	-11%	
Transfer from Capital/Proj Mgr	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
<b>Subtotal Revenue</b>	<b>\$ 3,891,508</b>	<b>\$ 4,023,024</b>	<b>\$ (131,516)</b>	<b>-3%</b>	<b>\$ 19,775,289</b>	<b>\$ 20,955,768</b>	<b>\$ (1,180,479)</b>	<b>-6%</b>	<b>\$ 19,775,289</b>	<b>\$ 16,835,433</b>	<b>\$ 2,939,856</b>	<b>17%</b>	
<b>One-Time Revenue</b>													
Carryover from Previous Year	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
FTA Sec 5317 - Op Assistance	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
AMBAG Funding	\$ -	\$ -	\$ -	0%	\$ (3,169)	\$ -	\$ (3,169)	0%	\$ (3,169)	\$ -	\$ (3,169)	0%	
<b>Subtotal One-Time Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ (3,169)</b>	<b>\$ -</b>	<b>\$ (3,169)</b>	<b>0%</b>	<b>\$ (3,169)</b>	<b>\$ -</b>	<b>\$ (3,169)</b>	<b>0%</b>	
<b>Total Operating Revenue</b>	<b>\$ 3,891,508</b>	<b>\$ 4,023,024</b>	<b>\$ (131,516)</b>	<b>-3%</b>	<b>\$ 19,772,120</b>	<b>\$ 20,955,768</b>	<b>\$ (1,183,648)</b>	<b>-6%</b>	<b>\$ 19,772,120</b>	<b>\$ 16,835,433</b>	<b>\$ 2,936,687</b>	<b>17%</b>	
<b>Total Operating Expenses</b>	<b>\$ -</b>				<b>\$ 8,048,780</b>				<b>\$ 8,048,780</b>	<b>\$ 16,378,704</b>			
<b>Variance</b>	<b>\$ 3,891,508</b>				<b>\$ 11,723,340</b>				<b>\$ 11,723,340</b>	<b>\$ 456,729</b>			

**Current Period Notes:**

- 1) **Passenger Revenue** is below budget for the month and YTD due to straight lining of the budget. YTD Year over Year Comparison shows 3% increase in Passenger Revenues in FY08.
- 2) **Advertising Income** is over budget for the month and YTD due to more ad revenue than budgeted.
- 3) **Rent Income** is under budget due to the waiving of some rent by Legal.
- 4) **Interest Income** is over budget for the month and YTD due to the straight lining of the budget.
- 5) **Other Non-Transp Revenue** is below budget for the month and YTD due to UTU PERS reimbursement from the County which is collected on a qtrly basis.
- 6) **Sales Tax Revenue** is below budget for the month due to the qtrly true-up from the State. YTD Year over year, we are 2% behind of FY07 collections.
- 7) **FTA Sec 5307** is under budget YTD due to the budget erroneously put in Operating Revenues. Transferred to Capital in January 2008.

5-2.01

Attachment A

**FY2008**  
**Operating Expenses by Department**  
**For the month ending - December 31, 2007**

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	FY08	FY07	\$ Var	% Var	
<b>Departmental Personnel Expenses</b>													
700 - SCCIC	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
1100 - Administration	\$ 70,509	\$ 86,009	\$ (15,500)	-18%	\$ 439,647	\$ 516,054	\$ (76,407)	-15%	\$ 439,647	\$ 437,990	\$ 1,657	0%	
1200 - Finance	\$ 40,913	\$ 51,760	\$ (10,847)	-21%	\$ 265,038	\$ 310,560	\$ (45,522)	-15%	\$ 265,038	\$ 225,892	\$ 39,146	17%	
1300 - Customer Service	\$ 28,331	\$ 43,127	\$ (14,796)	-34%	\$ 194,766	\$ 258,762	\$ (63,996)	-25%	\$ 194,766	\$ 191,954	\$ 2,812	1%	
1400 - Human Resources	\$ 39,180	\$ 49,317	\$ (10,137)	-21%	\$ 236,797	\$ 295,902	\$ (59,105)	-20%	\$ 236,797	\$ 180,435	\$ 56,362	31%	
1500 - Information Technology	\$ 39,263	\$ 41,121	\$ (1,858)	-5%	\$ 240,341	\$ 246,726	\$ (6,385)	-3%	\$ 240,341	\$ 223,088	\$ 17,253	8%	
1700 - District Counsel	\$ 31,757	\$ 38,234	\$ (6,477)	-17%	\$ 192,780	\$ 229,404	\$ (36,624)	-16%	\$ 192,780	\$ 186,113	\$ 6,667	4%	
1800 - Risk Management	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
2200 - Facilities Maintenance	\$ 73,867	\$ 85,692	\$ (11,825)	-14%	\$ 424,889	\$ 514,152	\$ (89,263)	-17%	\$ 424,889	\$ 461,271	\$ (36,382)	-8%	
3100 - Paratransit Program	\$ 231,208	\$ 251,796	\$ (20,588)	-8%	\$ 1,340,392	\$ 1,510,776	\$ (170,384)	-11%	\$ 1,340,392	\$ 1,314,740	\$ 25,652	2%	
3200 - Operations	\$ 149,150	\$ 178,655	\$ (29,505)	-17%	\$ 951,386	\$ 1,071,930	\$ (120,544)	-11%	\$ 951,386	\$ 983,029	\$ (31,643)	-3%	
3300 - Bus Operators	\$ 992,347	\$ 1,153,142	\$ (160,795)	-14%	\$ 6,078,211	\$ 6,918,852	\$ (840,641)	-12%	\$ 6,078,211	\$ 6,187,414	\$ (109,203)	-2%	
4100 - Fleet Maintenance	\$ 301,652	\$ 347,444	\$ (45,792)	-13%	\$ 1,912,861	\$ 2,084,664	\$ (171,803)	-8%	\$ 1,912,861	\$ 1,753,426	\$ 159,435	9%	
9001 - Cobra Benefits	\$ -	\$ -	\$ -	0%	\$ 5,122	\$ -	\$ 5,122	0%	\$ 5,122	\$ (178)	\$ 5,300	-2978%	
9005 - Retired Employee Benefits	\$ 121,312	\$ 144,500	\$ (23,188)	-16%	\$ 718,715	\$ 867,000	\$ (148,285)	-17%	\$ 718,715	\$ 737,481	\$ (18,766)	-3%	
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
<b>Subtotal Personnel Expenses</b>	<b>\$ 2,119,489</b>	<b>\$ 2,470,797</b>	<b>\$ (351,308)</b>	<b>-14%</b>	<b>\$ 13,000,945</b>	<b>\$ 14,824,782</b>	<b>\$ (1,823,837)</b>	<b>-12%</b>	<b>\$ 13,000,945</b>	<b>\$ 12,882,655</b>	<b>\$ 118,290</b>	<b>1%</b>	
<b>Departmental Non-Personnel Expenses</b>													
700 - SCCIC	\$ -	\$ 42	\$ (42)	-100%	\$ 260	\$ 252	\$ 8	3%	\$ 260	\$ 280	\$ (20)	-7%	
1100 - Administration	\$ 51,285	\$ 79,756	\$ (28,471)	-36%	\$ 331,523	\$ 451,182	\$ (119,659)	-27%	\$ 331,523	\$ 352,106	\$ (20,583)	-6%	
1200 - Finance	\$ 41,451	\$ 68,287	\$ (26,836)	-39%	\$ 350,476	\$ 409,722	\$ (59,246)	-14%	\$ 350,476	\$ 303,769	\$ 46,707	15%	
1300 - Customer Service	\$ 14,509	\$ 9,726	\$ 4,783	49%	\$ 39,603	\$ 58,356	\$ (18,753)	-32%	\$ 39,603	\$ 39,942	\$ (339)	-1%	
1400 - Human Resources	\$ 650	\$ 8,131	\$ (7,481)	-92%	\$ 14,230	\$ 48,786	\$ (34,556)	-71%	\$ 14,230	\$ 52,064	\$ (37,834)	-73%	
1500 - Information Technology	\$ 17,450	\$ 13,278	\$ 4,172	31%	\$ 84,793	\$ 79,628	\$ 5,165	6%	\$ 84,793	\$ 74,100	\$ 10,693	14%	
1700 - District Counsel	\$ 1,201	\$ 1,512	\$ (311)	-21%	\$ 11,339	\$ 9,072	\$ 2,267	25%	\$ 11,339	\$ 7,532	\$ 3,807	51%	
1800 - Risk Management	\$ 2,037	\$ 20,656	\$ (18,619)	-90%	\$ 15,127	\$ 123,936	\$ (108,809)	-88%	\$ 15,127	\$ 67,122	\$ (51,995)	-77%	
2200 - Facilities Maintenance	\$ 27,287	\$ 44,532	\$ (17,245)	-39%	\$ 223,190	\$ 267,192	\$ (44,002)	-16%	\$ 223,190	\$ 194,799	\$ 28,391	15%	
3100 - Paratransit Program	\$ 41,867	\$ 64,048	\$ (22,181)	-35%	\$ 405,569	\$ 384,288	\$ 21,281	6%	\$ 405,569	\$ 308,504	\$ 97,065	31%	
3200 - Operations	\$ 45,692	\$ 53,692	\$ (8,000)	-15%	\$ 257,635	\$ 322,152	\$ (64,517)	-20%	\$ 257,635	\$ 276,078	\$ (18,443)	-7%	
3300 - Bus Operators	\$ -	\$ 750	\$ (750)	-100%	\$ 4,793	\$ 4,500	\$ 293	7%	\$ 4,793	\$ 2,569	\$ 2,224	87%	
4100 - Fleet Maintenance	\$ 284,440	\$ 403,205	\$ (118,765)	-29%	\$ 1,877,646	\$ 2,419,230	\$ (541,584)	-22%	\$ 1,877,646	\$ 1,817,182	\$ 60,464	3%	
9001 - Cobra Benefits	\$ 1,094	\$ -	\$ 1,094	0%	\$ 1,094	\$ -	\$ 1,094	0%	\$ 1,094	\$ -	\$ 1,094	0%	
9005 - Retired Employee Benefits	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ (575)	\$ -	\$ (575)	0%	\$ (575)	\$ -	\$ (575)	0%	
<b>Subtotal Non-Personnel Expenses</b>	<b>\$ 528,963</b>	<b>\$ 767,615</b>	<b>\$ (238,652)</b>	<b>-31%</b>	<b>\$ 3,616,703</b>	<b>\$ 4,578,296</b>	<b>\$ (961,593)</b>	<b>-21%</b>	<b>\$ 3,616,703</b>	<b>\$ 3,496,047</b>	<b>\$ 120,656</b>	<b>3%</b>	

5-2.a2

**FY2008**  
**Operating Expenses by Department**  
**For the month ending - December 31, 2007**

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes	
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual FY08	FY07	\$ Var	% Var		
<b>Total Departmental Expenses</b>														
700 - SCCIC	\$ -	\$ 42	\$ (42)	-100%	\$ 260	\$ 252	\$ 8	3%	\$ 260	\$ 280	\$ (20)	-7%		
1100 - Administration	\$ 121,794	\$ 165,765	\$ (43,971)	-27%	\$ 771,170	\$ 967,236	\$ (196,066)	-20%	\$ 771,170	\$ 790,096	\$ (18,926)	-2%	1	
1200 - Finance	\$ 82,364	\$ 120,047	\$ (37,683)	-31%	\$ 615,514	\$ 720,282	\$ (104,768)	-15%	\$ 615,514	\$ 529,661	\$ 85,853	16%	2	
1300 - Customer Service	\$ 42,840	\$ 52,853	\$ (10,013)	-19%	\$ 234,369	\$ 317,118	\$ (82,749)	-26%	\$ 234,369	\$ 231,896	\$ 2,473	1%	3	
1400 - Human Resources	\$ 39,830	\$ 57,448	\$ (17,618)	-31%	\$ 251,027	\$ 344,688	\$ (93,661)	-27%	\$ 251,027	\$ 232,499	\$ 18,528	8%	4	
1500 - Information Technology	\$ 56,713	\$ 54,399	\$ 2,314	4%	\$ 325,134	\$ 326,354	\$ (1,220)	0%	\$ 325,134	\$ 297,188	\$ 27,946	9%		
1700 - District Counsel	\$ 32,958	\$ 39,746	\$ (6,788)	-17%	\$ 204,119	\$ 238,476	\$ (34,357)	-14%	\$ 204,119	\$ 193,645	\$ 10,474	5%		
1800 - Risk Management	\$ 2,037	\$ 20,656	\$ (18,619)	-90%	\$ 15,127	\$ 123,936	\$ (108,809)	-88%	\$ 15,127	\$ 67,122	\$ (51,995)	-77%	5	
2200 - Facilities Maintenance	\$ 101,154	\$ 130,224	\$ (29,070)	-22%	\$ 648,079	\$ 781,344	\$ (133,265)	-17%	\$ 648,079	\$ 656,070	\$ (7,991)	-1%	6	
3100 - Paratransit Program	\$ 273,075	\$ 315,844	\$ (42,769)	-14%	\$ 1,745,961	\$ 1,895,064	\$ (149,103)	-8%	\$ 1,745,961	\$ 1,623,244	\$ 122,717	8%	7	
3200 - Operations	\$ 194,842	\$ 232,347	\$ (37,505)	-16%	\$ 1,209,021	\$ 1,394,082	\$ (185,061)	-13%	\$ 1,209,021	\$ 1,259,107	\$ (50,086)	-4%	8	
3300 - Bus Operators	\$ 992,347	\$ 1,153,892	\$ (161,545)	-14%	\$ 6,083,004	\$ 6,923,352	\$ (840,348)	-12%	\$ 6,083,004	\$ 6,189,983	\$ (106,979)	-2%	9	
4100 - Fleet Maintenance	\$ 586,092	\$ 750,649	\$ (164,557)	-22%	\$ 3,790,507	\$ 4,503,894	\$ (713,387)	-16%	\$ 3,790,507	\$ 3,570,608	\$ 219,899	6%	10	
9001 - Cobra Benefits	\$ 1,094	\$ -	\$ 1,094	0%	\$ 6,216	\$ -	\$ 6,216	0%	\$ 6,216	\$ (178)	\$ 6,394	-3592%		
9005 - Retired Employee Benefits	\$ 121,312	\$ 144,500	\$ (23,188)	-16%	\$ 718,715	\$ 867,000	\$ (148,285)	-17%	\$ 718,715	\$ 737,481	\$ (18,766)	-3%	11	
Additional Operating Programs	\$ -	\$ -	\$ -	0%	\$ (575)	\$ -	\$ (575)	0%	\$ (575)	\$ -	\$ (575)	0%		
<b>Total Operating Expenses</b>	<b>\$ 2,648,452</b>	<b>\$ 3,238,412</b>	<b>\$ (589,960)</b>	<b>-18%</b>	<b>\$ 16,617,648</b>	<b>\$ 19,403,078</b>	<b>\$ (2,785,430)</b>	<b>-14%</b>	<b>\$ 16,617,648</b>	<b>\$ 16,378,702</b>	<b>\$ 238,946</b>	<b>1%</b>		

**Current Period Notes:**

- 1) **Administration** is under budget due an annual contract paid for in FY07 and Labor negotiations not starting until the March 2008 time frame.
- 2) **Finance** is under budget due to the straight lining of the budget and the unanticipated timing of certain expenditures distorting the overall trend.
- 3) **Customer Service** is under budget due to the straight lining of the budget.
- 4) **Human Resources** is under budget due to the budget being straight lined.
- 5) **Risk Management** is under budget due to the budget being straight lined and less than expected settlement costs.
- 6) **Facilities Maintenance** is under budget due to not being at full complement and equipment typically being paid qtrly or annually on contracts. The budget was straight lined since we can not anticipate when these repair cost
- 7) **Paratransit Program** is under budget due to not being at full complement and not incurring services from the Orthopedic Hospital Recertification.
- 8) **Operations** is under budget due to not being at full complement and security expenses lower than anticipated.
- 9) **Bus Operators** is under budget due to not being at full complement.
- 10) **Fleet Maintenance** is under budget due to not being at full complement and fuel costs and parts below estimates.
- 11) **Retired Employee Benefits** is under budget due to the budget being straight lined. Increase will happen in Jan 2008.

5-2.03

**FY2008**  
**Consolidated Operating Expenses**  
**For the month ending - December 31, 2007**

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual		\$ Var	% Var	
									FY08	FY07			
<b>LABOR</b>													
501011 Bus Operator Pay	\$ 564,526	\$ 687,597	\$(123,071)	-18%	\$ 3,610,102	\$ 4,125,582	\$(515,480)	-12%	\$ 3,610,102	\$ 3,533,373	\$ 76,729	2%	
501013 Bus Operator Overtime	\$ 73,953	\$ 102,083	\$(28,130)	-28%	\$ 592,078	\$ 612,498	\$(20,420)	-3%	\$ 592,078	\$ 623,270	\$(31,192)	-5%	
501021 Other Salaries	\$ 438,926	\$ 541,357	\$(102,431)	-19%	\$ 2,921,567	\$ 3,248,142	\$(326,575)	-10%	\$ 2,921,567	\$ 2,735,649	\$ 185,918	7%	
501023 Other Overtime	\$ 21,261	\$ 19,684	\$ 1,577	8%	\$ 141,588	\$ 118,104	\$ 23,484	20%	\$ 141,588	\$ 123,502	\$ 18,086	15%	
<b>Total Labor -</b>	<b>\$ 1,098,666</b>	<b>\$ 1,350,721</b>	<b>\$(252,055)</b>	<b>-19%</b>	<b>\$ 7,265,335</b>	<b>\$ 8,104,326</b>	<b>\$(838,991)</b>	<b>-10%</b>	<b>\$ 7,265,335</b>	<b>\$ 7,015,794</b>	<b>\$ 249,541</b>	<b>4%</b>	
<b>FRINGE BENEFITS</b>													
502011 Medicare/Soc. Sec.	\$ 15,499	\$ 20,139	\$(4,640)	-23%	\$ 99,925	\$ 120,834	\$(20,909)	-17%	\$ 99,925	\$ 92,586	\$ 7,339	8%	
502021 Retirement	\$ 154,532	\$ 185,973	\$(31,441)	-17%	\$ 989,865	\$ 1,115,838	\$(125,973)	-11%	\$ 989,865	\$ 885,104	\$ 104,761	12%	
502031 Medical Insurance	\$ 377,781	\$ 438,530	\$(60,749)	-14%	\$ 2,247,851	\$ 2,631,180	\$(383,329)	-15%	\$ 2,247,851	\$ 2,288,733	\$(40,882)	-2%	
502041 Dental Insurance	\$ 38,166	\$ 40,927	\$(2,761)	-7%	\$ 229,110	\$ 245,567	\$(16,457)	-7%	\$ 229,110	\$ 221,208	\$ 7,902	4%	
502045 Vision Insurance	\$ 11,126	\$ 11,335	\$(209)	-2%	\$ 65,245	\$ 68,015	\$(2,770)	-4%	\$ 65,245	\$ 64,052	\$ 1,193	2%	
502051 Life Insurance	\$ 3,652	\$ 4,414	\$(762)	-17%	\$ 19,748	\$ 26,484	\$(6,736)	-25%	\$ 19,748	\$ 23,641	\$(3,893)	-16%	
502060 State Disability	\$ 9,126	\$ 30,599	\$(21,473)	-70%	\$ 54,108	\$ 183,594	\$(129,486)	-71%	\$ 54,108	\$ 88,567	\$(34,459)	-39%	
502061 Disability Insurance	\$ 16,936	\$ 15,926	\$ 1,010	6%	\$ 102,055	\$ 95,556	\$ 6,499	7%	\$ 102,055	\$ 89,482	\$ 12,573	14%	
502071 State Unemp. Ins	\$ 17,989	\$ 8,019	\$ 9,970	124%	\$ 20,444	\$ 48,114	\$(27,670)	-58%	\$ 20,444	\$ 19,798	\$ 646	3%	
502081 Worker's Comp Ins	\$ 140,307	\$ 116,390	\$ 23,917	21%	\$ 525,104	\$ 698,340	\$(173,236)	-25%	\$ 525,104	\$ 625,152	\$(100,048)	-16%	
502083 Worker's Comp IBNR		\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
502101 Holiday Pay	\$ 69,693	\$ 28,652	\$ 41,041	143%	\$ 179,382	\$ 171,912	\$ 7,470	4%	\$ 179,382	\$ 175,661	\$ 3,721	2%	
502103 Floating Holiday	\$ 439	\$ 5,467	\$(5,028)	-92%	\$ 13,519	\$ 32,802	\$(19,283)	-59%	\$ 13,519	\$ 16,377	\$(2,858)	-17%	
502109 Sick Leave	\$ 37,521	\$ 63,400	\$(25,879)	-41%	\$ 272,740	\$ 380,400	\$(107,660)	-28%	\$ 272,740	\$ 219,241	\$ 53,499	24%	
502111 Annual Leave	\$ 110,382	\$ 125,133	\$(14,751)	-12%	\$ 812,419	\$ 750,798	\$ 61,621	8%	\$ 812,419	\$ 904,721	\$(92,302)	-10%	
502121 Other Paid Absence	\$ 9,297	\$ 13,691	\$(4,394)	-32%	\$ 50,692	\$ 82,151	\$(31,459)	-38%	\$ 50,692	\$ 82,468	\$(31,776)	-39%	
502251 Physical Exams	\$ 975	\$ 3,019	\$(2,044)	-68%	\$ 2,370	\$ 18,114	\$(15,744)	-87%	\$ 2,370	\$ 4,488	\$(2,118)	-47%	
502253 Driver Lic Renewal	\$ 122	\$ 433	\$(311)	-72%	\$ 766	\$ 2,598	\$(1,832)	-71%	\$ 766	\$ 1,237	\$(471)	-38%	
502999 Other Fringe Benefits	\$ 8,371	\$ 8,027	\$ 344	4%	\$ 51,358	\$ 48,162	\$ 3,196	7%	\$ 51,358	\$ 64,346	\$(12,988)	-20%	
<b>Total Fringe Benefits -</b>	<b>\$ 1,021,914</b>	<b>\$ 1,120,074</b>	<b>\$(98,160)</b>	<b>-9%</b>	<b>\$ 5,736,701</b>	<b>\$ 6,720,459</b>	<b>\$(983,758)</b>	<b>-15%</b>	<b>\$ 5,736,701</b>	<b>\$ 5,866,862</b>	<b>\$(130,161)</b>	<b>-2%</b>	
<b>Total Personnel Expenses -</b>	<b>\$ 2,120,580</b>	<b>\$ 2,470,795</b>	<b>\$(350,215)</b>	<b>-14%</b>	<b>\$ 13,002,036</b>	<b>\$ 14,824,785</b>	<b>\$(1,822,749)</b>	<b>-12%</b>	<b>\$ 13,002,036</b>	<b>\$ 12,882,656</b>	<b>\$ 119,380</b>	<b>1%</b>	1

5-2.a4

**FY2008**  
**Consolidated Operating Expenses**  
*For the month ending - December 31, 2007*

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual FY08	FY07	\$ Var	% Var	
<b>SERVICES</b>													
503011 Acctg & Audit Fees	\$ 2,179	\$ 8,354	\$ (6,175)	-74%	\$ 38,665	\$ 50,124	\$ (11,459)	-23%	\$ 38,665	\$ 35,875	\$ 2,790	8%	
503012 Admin & Bank Fees	\$ 564	\$ 19,669	\$ (19,105)	-97%	\$ 44,951	\$ 118,014	\$ (73,063)	-62%	\$ 44,951	\$ 76,005	\$ (31,054)	-41%	2
503031 Prof & Tech Fees	\$ 4,441	\$ 32,126	\$ (27,685)	-86%	\$ 75,912	\$ 192,756	\$ (116,844)	-61%	\$ 75,912	\$ 106,254	\$ (30,342)	-29%	3
503032 Legislative Services	\$ 5,000	\$ 8,084	\$ (3,084)	-38%	\$ 42,970	\$ 48,504	\$ (5,534)	-11%	\$ 42,970	\$ 45,775	\$ (2,805)	-6%	
503033 Legal Services	\$ 1,185	\$ 4,306	\$ (3,121)	-72%	\$ 1,259	\$ 25,836	\$ (24,577)	-95%	\$ 1,259	\$ 1,120	\$ 139	12%	
503034 Pre-Employ Exams	\$ 279	\$ 2,083	\$ (1,804)	-87%	\$ 5,086	\$ 12,498	\$ (7,412)	-59%	\$ 5,086	\$ 11,248	\$ (6,162)	-55%	
503041 Temp Help	\$ 11,592	\$ 1,375	\$ 10,217	743%	\$ 66,602	\$ 8,250	\$ 58,352	707%	\$ 66,602	\$ 20,349	\$ 46,253	227%	4
503161 Custodial Services	\$ 5,025	\$ 6,120	\$ (1,095)	-18%	\$ 32,674	\$ 36,720	\$ (4,046)	-11%	\$ 32,674	\$ 33,224	\$ (550)	-2%	
503162 Uniform & Laundry	\$ 3,204	\$ 3,743	\$ (539)	-14%	\$ 20,147	\$ 22,458	\$ (2,311)	-10%	\$ 20,147	\$ 21,778	\$ (1,631)	-7%	
503171 Security Services	\$ 27,381	\$ 36,994	\$ (9,613)	-26%	\$ 164,712	\$ 221,964	\$ (57,252)	-26%	\$ 164,712	\$ 194,534	\$ (29,822)	-15%	5
503221 Classified/Legal Ads	\$ 374	\$ 2,383	\$ (2,009)	-84%	\$ 6,161	\$ 14,298	\$ (8,137)	-57%	\$ 6,161	\$ 10,153	\$ (3,992)	-39%	
503222 Legal Advertising	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	
503225 Graphic Services	\$ -	\$ 1,717	\$ (1,717)	-100%	\$ -	\$ 10,302	\$ (10,302)	-100%	\$ -	\$ 15,810	\$ (15,810)	-100%	
503351 Repair - Bldg & Impr	\$ 4,680	\$ 3,542	\$ 1,138	32%	\$ 37,659	\$ 21,252	\$ 16,407	77%	\$ 37,659	\$ 26,878	\$ 10,781	40%	
503352 Repair - Equipment	\$ 17,775	\$ 26,236	\$ (8,461)	-32%	\$ 78,374	\$ 157,416	\$ (79,042)	-50%	\$ 78,374	\$ 71,983	\$ 6,391	9%	6
503353 Repair - Rev Vehicle	\$ 8,734	\$ 24,255	\$ (15,521)	-64%	\$ 142,504	\$ 145,530	\$ (3,026)	-2%	\$ 142,504	\$ 131,540	\$ 10,964	8%	
503354 Repair - Non Rev Vehicle	\$ 4,235	\$ 4,652	\$ (417)	-9%	\$ 13,310	\$ 27,912	\$ (14,602)	-52%	\$ 13,310	\$ 20,284	\$ (6,974)	-34%	
503363 Haz Mat Disposal	\$ 2,234	\$ 2,042	\$ 192	9%	\$ 13,986	\$ 12,252	\$ 1,734	14%	\$ 13,986	\$ 18,602	\$ (4,616)	-25%	
<b>Total Services -</b>	<b>\$ 98,882</b>	<b>\$ 187,681</b>	<b>\$ (88,799)</b>	<b>-47%</b>	<b>\$ 784,972</b>	<b>\$ 1,126,086</b>	<b>\$ (341,114)</b>	<b>-30%</b>	<b>\$ 784,972</b>	<b>\$ 841,412</b>	<b>\$ (56,440)</b>	<b>-7%</b>	
<b>MOBILE MATERIALS AND SUPPLIES</b>													
504011 Fuels & Lube Non Rev Veh	\$ 7,803	\$ 10,226	\$ (2,423)	-24%	\$ 70,498	\$ 61,356	\$ 9,142	15%	\$ 70,498	\$ 54,193	\$ 16,305	30%	
504012 Fuels & Lube Rev Veh	\$ 172,549	\$ 269,649	\$ (97,100)	-36%	\$ 1,094,097	\$ 1,617,894	\$ (523,797)	-32%	\$ 1,094,097	\$ 1,000,188	\$ 93,909	9%	7
504021 Tires & Tubes	\$ 12,083	\$ 18,700	\$ (6,617)	-35%	\$ 92,848	\$ 112,200	\$ (19,352)	-17%	\$ 92,848	\$ 85,353	\$ 7,495	9%	
504161 Other Mobile Supplies	\$ 1,842	\$ 667	\$ 1,175	176%	\$ 3,285	\$ 4,002	\$ (717)	-18%	\$ 3,285	\$ 4,841	\$ (1,556)	-32%	
504191 Rev Vehicle Parts	\$ 54,386	\$ 56,800	\$ (2,414)	-4%	\$ 356,476	\$ 340,800	\$ 15,676	5%	\$ 356,476	\$ 352,683	\$ 3,793	1%	
<b>Total Mobile Materials &amp; Supplies -</b>	<b>\$ 248,663</b>	<b>\$ 356,042</b>	<b>\$ (107,379)</b>	<b>-30%</b>	<b>\$ 1,617,204</b>	<b>\$ 2,136,252</b>	<b>\$ (519,048)</b>	<b>-24%</b>	<b>\$ 1,617,204</b>	<b>\$ 1,497,258</b>	<b>\$ 119,946</b>	<b>8%</b>	

5-2.05

**FY2008**  
**Consolidated Operating Expenses**  
**For the month ending - December 31, 2007**

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual FY08	FY07	\$ Var	% Var	
<b>OTHER MATERIALS &amp; SUPPLIES</b>													
504205 Freight Out	\$ 269	\$ 412	\$ (143)	-35%	\$ 1,487	\$ 2,472	\$ (985)	-40%	\$ 1,487	\$ 1,281	\$ 206	16%	
504211 Postage & Mailing	\$ 2,704	\$ 1,867	\$ 837	45%	\$ 7,708	\$ 11,202	\$ (3,494)	-31%	\$ 7,708	\$ 5,159	\$ 2,549	49%	
504214 Promotional Items	\$ -	\$ 2	\$ (2)	-100%	\$ -	\$ 12	\$ (12)	-100%	\$ -	\$ -	\$ -	0%	
504215 Printing	\$ 10,846	\$ 7,401	\$ 3,445	47%	\$ 27,240	\$ 44,406	\$ (17,166)	-39%	\$ 27,240	\$ 18,229	\$ 9,011	49%	
504217 Photo Supply/Processing	\$ 1,475	\$ 753	\$ 722	96%	\$ 2,877	\$ 4,523	\$ (1,646)	-36%	\$ 2,877	\$ 4,237	\$ (1,360)	-32%	
504311 Office Supplies	\$ 2,256	\$ 7,184	\$ (4,928)	-69%	\$ 42,597	\$ 43,104	\$ (507)	-1%	\$ 42,597	\$ 38,124	\$ 4,473	12%	
504315 Safety Supplies	\$ 1,675	\$ 1,521	\$ 154	10%	\$ 17,133	\$ 9,126	\$ 8,007	88%	\$ 17,133	\$ 6,954	\$ 10,179	146%	
504317 Cleaning Supplies	\$ 2,753	\$ 4,090	\$ (1,337)	-33%	\$ 23,687	\$ 24,540	\$ (853)	-3%	\$ 23,687	\$ 18,602	\$ 5,085	27%	
504409 Repair/Maint Supplies	\$ 2,716	\$ 3,750	\$ (1,034)	-28%	\$ 21,528	\$ 22,500	\$ (972)	-4%	\$ 21,528	\$ 25,681	\$ (4,153)	-16%	
504421 Non-inventory Parts	\$ 3,636	\$ 3,605	\$ 31	1%	\$ 23,169	\$ 21,630	\$ 1,539	7%	\$ 23,169	\$ 17,183	\$ 5,986	35%	
504511 Small Tools	\$ 24	\$ 824	\$ (800)	-97%	\$ 5,067	\$ 4,944	\$ 123	2%	\$ 5,067	\$ 4,412	\$ 655	15%	
504515 Employee Tool Rplcmt	\$ -	\$ 215	\$ (215)	-100%	\$ 509	\$ 1,290	\$ (781)	-61%	\$ 509	\$ 702	\$ (193)	-27%	
Total Other Materials & Supplies -	\$ 28,354	\$ 31,624	\$ (3,270)	-10%	\$ 173,002	\$ 189,749	\$ (16,747)	-9%	\$ 173,002	\$ 140,564	\$ 32,438	23%	
<b>UTILITIES</b>													
505011 Gas & Electric	\$ 20,802	\$ 15,151	\$ 5,651	37%	\$ 103,036	\$ 90,906	\$ 12,130	13%	\$ 103,036	\$ 93,249	\$ 9,787	10%	
505021 Water & Garbage	\$ 5,826	\$ 9,274	\$ (3,448)	-37%	\$ 57,496	\$ 55,644	\$ 1,852	3%	\$ 57,496	\$ 43,734	\$ 13,762	31%	
505031 Telecommunications	\$ 7,963	\$ 8,021	\$ (58)	-1%	\$ 42,893	\$ 48,126	\$ (5,233)	-11%	\$ 42,893	\$ 38,570	\$ 4,323	11%	
Total Utilities -	\$ 34,591	\$ 32,446	\$ 2,145	7%	\$ 203,425	\$ 194,676	\$ 8,749	4%	\$ 203,425	\$ 175,553	\$ 27,872	16%	
<b>CASUALTY &amp; LIABILITY</b>													
506011 Insurance - Property	\$ 3,828	\$ 4,678	\$ (850)	-18%	\$ 19,849	\$ 28,068	\$ (8,219)	-29%	\$ 19,849	\$ 16,231	\$ 3,618	22%	
506015 Insurance - PL & PD	\$ 34,362	\$ 35,000	\$ (638)	-2%	\$ 206,171	\$ 210,000	\$ (3,829)	-2%	\$ 206,171	\$ 252,648	\$ (46,477)	-18%	
506021 Insurance - Other	\$ -	\$ 151	\$ (151)	-100%	\$ 1,007	\$ 906	\$ 101	11%	\$ 1,007	\$ 356	\$ 651	183%	
506123 Settlement Costs	\$ 2,034	\$ 12,500	\$ (10,466)	-84%	\$ 14,820	\$ 75,000	\$ (60,180)	-80%	\$ 14,820	\$ 45,339	\$ (30,519)	-67%	8
506127 Repairs - Dist Prop	\$ (1,054)	\$ -	\$ (1,054)	0%	\$ (7,514)	\$ -	\$ (7,514)	0%	\$ (7,514)	\$ (81,192)	\$ 73,678	-91%	
Total Casualty & Liability -	\$ 39,170	\$ 52,329	\$ (13,159)	-25%	\$ 234,333	\$ 313,974	\$ (79,641)	-25%	\$ 234,333	\$ 233,382	\$ 951	0%	
<b>TAXES</b>													
507051 Fuel Tax	\$ 223	\$ 888	\$ (665)	-75%	\$ 4,032	\$ 5,328	\$ (1,296)	-24%	\$ 4,032	\$ 5,732	\$ (1,700)	-30%	
507201 Licenses & permits	\$ -	\$ 980	\$ (980)	-100%	\$ 4,106	\$ 5,880	\$ (1,774)	-30%	\$ 4,106	\$ 4,035	\$ 71	2%	
507999 Other Taxes	\$ -	\$ 2,058	\$ (2,058)	-100%	\$ 12,035	\$ 12,348	\$ (313)	-3%	\$ 12,035	\$ 15,860	\$ (3,825)	-24%	
Total Utilities -	\$ 223	\$ 3,926	\$ (3,703)	-94%	\$ 20,173	\$ 23,556	\$ (3,383)	-14%	\$ 20,173	\$ 25,627	\$ (5,454)	-21%	

5-2.06

**FY2008**  
**Consolidated Operating Expenses**  
**For the month ending - December 31, 2007**

	Current Period				Year to Date				YTD Year Over Year Comparison				Notes
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	FY08	FY07	\$ Var	% Var	
<b><u>PURCHASED TRANSPORTATION</u></b>													
503406 Contr/Paratrans	\$ 11,018	\$ 16,667	\$ (5,649)	-34%	\$ 170,370	\$ 100,002	\$ 70,368	70%	\$ 170,370	\$ 87,774	\$ 82,596	94%	9
Total Purchased Transportation -	\$ 11,018	\$ 16,667	\$ (5,649)	-34%	\$ 170,370	\$ 100,002	\$ 70,368	70%	\$ 170,370	\$ 87,774	\$ 82,596	94%	
<b><u>MISC</u></b>													
509011 Dues & Subscriptions	\$ -	\$ 4,768	\$ (4,768)	-100%	\$ 9,167	\$ 28,608	\$ (19,441)	-68%	\$ 9,167	\$ 58,953	\$ (49,786)	-84%	
509085 Advertising - Rev Product	\$ -	\$ 1,250	\$ (1,250)	-100%	\$ -	\$ 7,500	\$ (7,500)	-100%	\$ -	\$ -	\$ -	0%	
509101 Emp Incentive Prog	\$ 7,396	\$ 7,396	\$ -	0%	\$ 11,446	\$ 9,821	\$ 1,625	17%	\$ 11,446	\$ 229	\$ 11,217	4898%	
509121 Employee Training	\$ 24	\$ 1,625	\$ (1,601)	-99%	\$ 12,608	\$ 9,750	\$ 2,858	29%	\$ 12,608	\$ 16,628	\$ (4,020)	-24%	
509123 Travel	\$ 602	\$ 4,348	\$ (3,746)	-86%	\$ 13,988	\$ 26,088	\$ (12,100)	-46%	\$ 13,988	\$ 6,941	\$ 7,047	102%	
509125 Local Meeting Exp	\$ 79	\$ 529	\$ (450)	-85%	\$ 1,460	\$ 3,174	\$ (1,714)	-54%	\$ 1,460	\$ 3,939	\$ (2,479)	-63%	
509127 Board Director Fees	\$ 1,000	\$ 1,100	\$ (100)	-9%	\$ 6,750	\$ 6,600	\$ 150	2%	\$ 6,750	\$ 5,750	\$ 1,000	17%	
509150 Contributions	\$ -	\$ 54	\$ (54)	-100%	\$ 98	\$ 324	\$ (226)	-70%	\$ 98	\$ 240	\$ (142)	-59%	
509197 Sales Tax Expense	\$ (52)	\$ -	\$ (52)	0%	\$ (52)	\$ -	\$ (52)	0%	\$ (52)	\$ (5,605)	\$ 5,553	-99%	
509198 Cash Over/Short	\$ -	\$ -	\$ -	0%	\$ 72	\$ -	\$ 72	0%	\$ 72	\$ (8,272)	\$ 8,344	-101%	
Total Misc -	\$ 9,049	\$ 21,070	\$ (12,021)	-57%	\$ 55,537	\$ 91,865	\$ (36,328)	-40%	\$ 55,537	\$ 78,803	\$ (23,266)	-30%	
<b><u>LEASES &amp; RENTALS</u></b>													
512011 Facility Rentals	\$ 56,500	\$ 59,559	\$ (3,059)	-5%	\$ 345,177	\$ 357,356	\$ (12,179)	-3%	\$ 345,177	\$ 377,775	\$ (32,598)	-9%	
512061 Equipment Rentals	\$ 1,422	\$ 6,273	\$ (4,851)	-77%	\$ 11,419	\$ 37,638	\$ (26,219)	-70%	\$ 11,419	\$ 37,900	\$ (26,481)	-70%	
Total Leases & Rentals -	\$ 57,922	\$ 65,832	\$ (7,910)	-12%	\$ 356,596	\$ 394,994	\$ (38,398)	-10%	\$ 356,596	\$ 415,675	\$ (59,079)	-14%	
<b>Total Non-Personnel Expenses -</b>	<b>\$ 527,872</b>	<b>\$ 767,617</b>	<b>\$ (239,745)</b>	<b>-31%</b>	<b>\$ 3,615,612</b>	<b>\$ 4,571,154</b>	<b>\$ (955,542)</b>	<b>-21%</b>	<b>\$ 3,615,612</b>	<b>\$ 3,496,048</b>	<b>\$ 119,564</b>	<b>3%</b>	
<b>TOTAL OPERATING EXPENSE -</b>	<b>\$ 2,648,452</b>	<b>\$ 3,238,412</b>	<b>\$ (589,960)</b>	<b>-18%</b>	<b>\$ 16,617,648</b>	<b>\$ 19,395,939</b>	<b>\$ (2,778,291)</b>	<b>-14%</b>	<b>\$ 16,617,648</b>	<b>\$ 16,378,704</b>	<b>\$ 238,944</b>	<b>1%</b>	

**Current Period Notes:**

- 1) Total Personnel Expenses are below budget due to not being at full complement.
- 2) Admin and Bank Fees is under budget due to the budget being straight lined and sales tax admin charges paid qtrly.
- 3) Prof & Tech Fees are below budget. Negotiations for the year will not start until the March 2008 time frame.
- 4) Temp Help is over budget due to vacancies and work loads in various departments.
- 5) Security Services are under budget due to the budget being straight lined and not knowing when additional security will be needed throughout the year.

5-2.07

**FY2008**  
**Consolidated Operating Expenses**  
*For the month ending - December 31, 2007*

	Current Period				Year to Date				YTD Year Over Year Comparison				
	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>FY08</u>	<u>FY07</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>
6) <b>Repair - Equipment</b>	is under budget due to the budget being straight lined and contracts paid qtrly or annually.												
7) <b>Fuels &amp; Lube Rev Veh</b>	is under budget. The budget was built on anticipating increased fuel prices for the year.												
8) <b>Settlement Costs</b>	are under budget due to less than anticipated YTD costs.												
9) <b>Contr/Paratransit</b>	is over budget due to the higher usage of service than anticipated.												

5-2.08

**FY2008**  
**CAPITAL BUDGET**  
*For the month ending - December 31, 2007*

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>Grant-Funded Projects</u></b>				
MetroBase	\$ 2,015,720	\$ 10,300,000	\$ 8,284,280	20%
Purchase 1217 River Street	\$ 30,000	\$ 1,237,500	\$ 1,207,500	2%
Purchase 1211 River Street	\$ 7,700	\$ 775,000	\$ 767,300	1%
CNG Bus Conversions (40 Buses)	\$ 928,470	\$ 6,800,000	\$ 5,871,530	14%
Local Bus Replacement (8)	\$ -	\$ 3,400,000	\$ 3,400,000	0%
Pacific Station Project	\$ 3,746	\$ 2,729,494	\$ 2,725,748	0%
H17 Bus Replacement (5)	\$ -	\$ 2,262,000	\$ 2,262,000	0%
Hwy 17 Wireless (Air District)	\$ -	\$ 42,500	\$ 42,500	0%
Transmission	\$ -	\$ 15,000	\$ 15,000	0%
<b>Subtotal Grant Funded Projects</b>	<b>\$ 2,985,637</b>	<b>\$ 27,561,494</b>	<b>\$ 24,575,857</b>	<b>11%</b>

**District Funded Projects**

**IT Projects**

ATP - Hastus Run Time Analysis Program - IT/OPS	\$ -	\$ 40,000	\$ 40,000	0%
Qquest Time Clocks	\$ -	\$ 9,000	\$ 9,000	0%
ABS Financial System & Modules	\$ -	\$ 8,000	\$ 8,000	0%
ABS Laser Printer & Software for Checks	\$ 2,940	\$ 7,200	\$ 4,260	41%
Laptops (2) Fleet & Finance	\$ 4,598	\$ 4,000	\$ (598)	115%
FAS - Fixed Asset Mgmt. Software	\$ -	\$ 4,000	\$ 4,000	0%
Web Access Control Appliance	\$ -	\$ 3,000	\$ 3,000	0%
Printer - Ops	\$ 1,665	\$ 1,800	\$ 135	93%

**Facilities Repair & Improvements**

Bus Stop Improvements (20 total)	\$ -	\$ 164,251	\$ 164,251	0%
Bus Stop Improvements (China Grade Turnout) **	\$ 1,482	\$ 121,000	\$ 119,518	1%
Bus Shelters - LNI	\$ 42,371	\$ 45,000	\$ 2,629	94%
2-way Radio & Telephone Recording System (Exacom System)	\$ -	\$ 30,000	\$ 30,000	0%
Reseal Operations Facility Roof	\$ -	\$ 25,600	\$ 25,600	0%
ParaCruz Vehicle Hoist	\$ -	\$ 17,500	\$ 17,500	0%
Replace HVAC at ParaCruz Facility	\$ -	\$ 14,500	\$ 14,500	0%
Repair Parking Lots (Greyhound, Soquel Park & Ride)	\$ 2,500	\$ 5,000	\$ 2,500	50%
Repair Sidewalks & Bus Lanes (Pacific Station)	\$ 4,480	\$ 5,000	\$ 520	90%
Cubicle Walls (ParaCruz)	\$ -	\$ 10,000	\$ 10,000	0%
Digital ID Card Processing Equip. for Pacific Station	\$ -	\$ 15,000	\$ 15,000	0%
Replace Toilets at Pacific Station & (1) Waterless	\$ -	\$ 9,600	\$ 9,600	0%
Bus Operators Lockers	\$ -	\$ 4,800	\$ 4,800	0%
Two-way Radio Portable Radio Hand-paks (4)	\$ -	\$ 3,500	\$ 3,500	0%
Coin Machine Replacement - Pacific Station	\$ -	\$ 5,000	\$ 5,000	0%
Money Counting Program - OPS	\$ -	\$ 2,500	\$ 2,500	0%

5-2.09

**FY2008**  
**CAPITAL BUDGET**  
*For the month ending - December 31, 2007*

	<u>YTD Actual</u>		<u>FY08 Budget</u>		<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>Revenue Vehicle Replacement</u></b>						
Purchase ParaCruz Vans (3)	\$ 106,024	\$	216,303	\$	110,279	49%
Rebuild Bus Engines (16 remaining) 1998 Fleet	\$ 52,187	\$	168,000	\$	115,813	31%
New John Deere Engines (2)	\$ 40,526	\$	76,435	\$	35,909	53%
<b><u>Non-Revenue Vehicle Replacement</u></b>						
ParaCruz Staff Car	\$ -	\$	20,000	\$	20,000	0%
Facility Service Body Truck (2)	\$ -	\$	60,000	\$	60,000	0%
Pickup for Fleet (2)	\$ -	\$	35,000	\$	35,000	0%
Hybrid - Admin	\$ -	\$	30,500	\$	30,500	0%
Supervisor Vehicle	\$ -	\$	29,500	\$	29,500	0%
Shuttle Van	\$ -	\$	27,500	\$	27,500	0%
<b><u>Maint Equipment</u></b>						
Replace Repeater - Davenport	\$ -	\$	15,000	\$	15,000	0%
Wire Welder	\$ 1,649	\$	2,039	\$	390	81%
Forklift (Purchased from Casey Printing)	\$ 1,250	\$	1,250	\$	-	100%
<b><u>Admin</u></b>						
Purchase & Renovation of Vernon Bldg	\$ 3,997,564	\$	6,964,902	\$	2,967,338	57%
<b>Subtotal District Funded Projects</b>	<b>\$ 4,259,237</b>	<b>\$</b>	<b>8,201,680</b>	<b>\$</b>	<b>3,942,443</b>	<b>52%</b>
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 7,244,874</b>	<b>\$</b>	<b>35,763,174</b>	<b>\$</b>	<b>28,518,300</b>	<b>20%</b>

5-2.910

**FY2008**  
**CAPITAL BUDGET**  
*For the month ending - December 31, 2007*

	<u>YTD Actual</u>	<u>FY08 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>CAPITAL FUNDING</u></b>				
Federal Capital Grants	\$ 761,346	\$ 3,798,527	\$ 3,037,181	20%
State/Other Capital Grants	\$ 932,217	\$ 12,919,865	\$ 11,987,648	7%
AB 3090	\$ -	\$ 6,363,000	\$ 6,363,000	0%
STA Funding (Current Year & Prior Year Deferred)	\$ 5,551,311	\$ 7,087,337	\$ 1,536,026	78%
Alternative Fuel Conversion Fund	\$ -	\$ 462,000	\$ 462,000	0%
Bus Stop Improvement Reserves	\$ -	\$ 100,000	\$ 100,000	0%
District Reserves	\$ -	\$ 5,032,445	\$ 5,032,445	0%
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 7,244,873</b>	<b>\$ 35,763,174</b>	<b>\$ 28,518,301</b>	<b>20%</b>

5-2.011

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Sullivan, Stephen  
Date of Incident: 9/10/07

Received: 1/22/08 Claim #: [08-0004  
Occurrence Report No.: SC 09-07-11

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 1-22-08

---

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of February 22, 2008.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

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

MG/lg  
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
(Pursuant to Section 910 et Seq., Government Code)

Claim # 08-0004

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: STEPHEN K. SULLIVAN

Claimant's Address/Post Office Box: \_\_\_\_\_

Claimant's Phone Number: \_\_\_\_\_

2. Address to which notices are to be sent: \_\_\_\_\_

3. Occurrence: WHIPLASH INJURY

Date: 9-10-07 Time: 11:40AM Place: GLEN ARBOR BRIDGE/HWY 9

Circumstances of occurrence or transaction giving rise to claim:

I WAS A PASSENGER ON A 35A METRO BUS #2215 THAT HIT A HIGH CURB WHILE TURNING RIGHT ONTO BRIDGE. I WAS BENT COMPLETELY OVER REACHING TOWARDS THE FLOOR AT THE INSTANT OF IMPACT SITTING IN THE REAR SEAT.

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: THE IMPACT OF THE COLLISION SNAPPED MY NECK, CAUSING A WHIPLASH INJURY. PAIN ENSUED, INCREASING IN THE FOLLOWING DAYS. I SUFFER STILL WITH DAILY PAIN, LOSS OF SLEEP, HEADACHES, LOSS OF VITALITY, DEPRESSION.

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

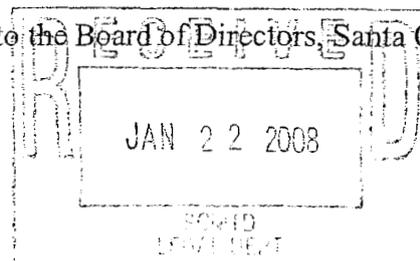
6. Amount claimed now ..... \$ 2700  
Estimated amount of future loss, if known ..... \$ 1000  
TOTAL ..... \$ 3700

7. Basis of above computations: PAIN AND SUFFERING / LIMITATION OF PHYSICAL ACTIVITY / SPINAL DEGENERATION / REHAB

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

JAN. 22, 2008  
DATE

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



# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Taylor, James W  
Date of Incident: 11/26/07

Received: 1/23/08 Claim #: 08-0006  
Occurrence Report No.: SC 11-07-25

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

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

By Margaret Gallagher  
Margaret Gallagher  
DISTRICT COUNSEL

Date: 1-23-08

---

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of February 22, 2008.

By \_\_\_\_\_  
Cindi Thomas  
RECORDING SECRETARY

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

MG/lg  
Attachment(s)

REVISED



Agenda  
METRO Advisory Committee  
6:00 pm  
February 20, 2008  
920 Pacific Avenue  
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of January 2008
5. Ridership Report for November 2007
6. ParaCruz Operations Status Report for October 2007
7. **Consideration Of Proposed Changes to ParaCruz Same Day Service Policy**
8. Discussion of MAC Orientation Procedure and Creating a Guideline Manual
9. Discussion of Creating a Planned Schedule of Events for the 2008 MAC Meetings
10. Distribution of MAC Vouchers
11. Communications to METRO General Manager
12. Communications to METRO Board of Directors
13. Items for Next Meeting Agenda
14. Adjournment

Next Meeting: Wednesday, March 19, 2008 @ 6:00 pm  
Santa Cruz Metro Center Conference Room



5-4.1

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

Claim # 08-0000

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: James W. Taylor

Claimant's Address/Post Office Box: \_\_\_\_\_

Claimant's Phone Number: \_\_\_\_\_

2. Address to which notices are to be sent: \_\_\_\_\_

3. Occurrence: \_\_\_\_\_

Date: 11/26/07 Time: unknown Place: 1200 River street

Circumstances of occurrence or transaction giving rise to claim: \_\_\_\_\_

CAR LICENSE PLATE KNOCKED OFF IN 1200 RIVER ST YARD

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: SEE ATTACHED ESTIMATES

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

6. Amount claimed now ..... SEE ATTACHED ESTIMATES \$ \_\_\_\_\_

Estimated amount of future loss, if known ..... \$ \_\_\_\_\_

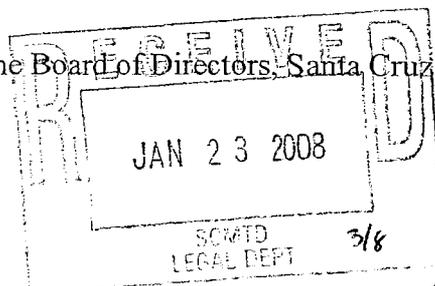
TOTAL ..... \$ \_\_\_\_\_

7. Basis of above computations: \_\_\_\_\_

James W. Taylor  
CLAIMANT'S SIGNATURE (or Company  
Representative or Parent of Minor Claimant)

1-23-08  
DATE

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



53.4

## SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

### Minutes - METRO Advisory Committee (MAC)

December 19, 2007

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, December 19, 2007 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Chair Robert Yount called the meeting to order at 6:03 p.m.

#### 1. ROLL CALL:

##### MEMBERS PRESENT

Heidi Curry  
Naomi Gunther, Vice Chair  
Mara Murphy (arrived after roll call)  
Dennis Papadopulo  
Stuart Rosenstein (arrived after roll call)  
Dave Williams  
Robert Yount, Chair

##### MEMBERS ABSENT

None, all present

##### STAFF PRESENT

Ciro Aguirre, Operations Manager  
Mary Ferrick, Base Superintendent  
April Warnock, ParaCruz Scheduling Coord.  
Les White, General Manager

##### VISITORS PRESENT

Donald "Norm" Hagen, METRO BOD Dir.  
Catherine Patterson Valdez, Community  
Bridges, CTSA/Lift Line Division Director  
Patrishia Piras, Pat Piras Consulting  
Steve Prince, UTU  
Sam Storey, ESQ., Executive Director  
Community Bridges

#### 2. AGENDA ADDITIONS/DELETIONS

None

#### 3. ORAL/WRITTEN COMMUNICATION

None

#### 4. CONSIDERATION OF MINUTES OF NOVEMBER 28, 2007

Chair Robert Yount made the following correction: in the fourth paragraph of ITEM 5 on page 2 of the minutes, where it says "...Pajaro Dunes Society and is ran two (2) days a year..." should read "...Pajaro Dunes Society and is run two (2) days a year..."<sup>1</sup>

<sup>1</sup> This correction was made to the file copy of the November 28, 2007 Minutes

5-4.2

**ACTION: MOTION: DENNIS PAPADOPULO SECOND: DAVE WILLIAMS**

**ACCEPT AND FILE MINUTES OF THE NOVEMBER 2007 MEETING WITH THE PROPOSED REVISION.**

Motion passed unanimously with Mara Murphy and Stuart Rosenstein being absent.

**MARA MURPHY ARRIVED AT THIS TIME  
STUART ROSENSTEIN ARRIVED AT THIS TIME**

**5. RIDERSHIP REPORT FOR OCTOBER 2007**

Copies of the Ridership Reports for October 2007 and 2006 were distributed at the meeting and are attached to the file copy of these minutes.

Chair Robert Yount inquired as to the validity of the increase in “bike” ridership from 2006 to 2007. Les White reported that there is an error in the “unknown” row under the heading of “bike” that gives an incorrect result and needs to be corrected.

**6. PARACRUZ OPERATIONS STATUS REPORT FOR AUGUST 2007**

Chair Robert Yount Stated that the ParaCruz service is constantly showing improvement.

**7. PRESENTATION BY CATHERINE PATTERSON VALDEZ, DIVISION DIRECTOR OF LIFT LINE, ON THE MOBILITY OUTREACH AND EDUCATION (MORE) PROGRAM**

Catherine Patterson Valdez, Division Director of Lift Line, distributed a Scope of Work report and a proposed timeline chart for the Mobility OutReach and Education (M.O.R.E.) project, which are attached to the file copy of these minutes.

Catherine Patterson Valdez gave a brief history and description of the M.O.R.E. project. Ms. Patterson Valdez read from the report highlighting the various areas that the M.O.R.E. program is intending to address. Ms. Patterson Valdez stated that the M.O.R.E. project is seeking volunteers from the community to assist with the outreach aspect of the project and encouraged MAC to participate if it desired.

Chair Robert Yount stated that he felt the M.O.R.E. program will be a great asset to the community and thanked Catherine Patterson Valdez for attending the MAC meeting and for the presentation.

**8. PRESENTATION BY PAT PIRAS ON THE ADA/504 ACCESSIBILITY REPORT**

The (DRAFT) EXECUTIVE SUMMARY, December 2007 of the METRO ADA/504 Review was distributed at this meeting and is attached to the file copy of these minutes.

Pat Piras described the history and purpose of the ADA/504 Review. Ms. Piras described the process of generating the EXECUTIVE SUMMARY and read from the summary highlighting the different areas of concern. Ms. Piras gave a projected media slideshow of pictures that were taken of METRO facilities and operations during the review process, a hard copy of which is attached to the file copy of these minutes.

Chair Robert Yount stated the presentation was helpful in seeing the physical aspects of the transit system from the perspective of an individual with special limitations and thanked Pat Piras for attending the MAC meeting and for the presentation.

Les White stated that the ADA/504 Review is helpful to METRO in addressing the various ways of meeting or exceeding compliancy issues and creating a user-friendly environment within the transit system. Mr. White reported that the ADA/504 Review would be presented at the January 11, 2008 METRO Board of Directors meeting.

**9. CONSIDERATION OF ASSIGNING A MAC MEMBER TO ATTEND TRAINING PROCEDURES OF METRO OPERATORS**

Chair Robert Yount reported that MAC Member Dennis Papadopulo has volunteered to participate in METRO operator training sessions. Dennis Papadopulo reported that he has attended these events in the past and gave a brief description of the activities involved.

Ciro Aguirre gave a brief description of the operator training procedure including the instructions on manipulating and securing riders with mobility devices. Mr. Aguirre reported that volunteers that use mobility devices are integrated into the operating training procedures and that operators are also seated in mobility devices as an awareness aspect of the training.

Chair Robert Yount and Les White thanked Dennis Papadopulo for volunteering for this project. Mr. Yount suggested that other MAC Members attend the training sessions in order to gain a better understanding of the process.

**10. DISCUSSION OF MAC ORIENTATION PROCEDURE AND CREATING A GUIDELINE MANUAL**

Chair Robert Yount reported that at the request of MAC Members a MAC manual would be a topic of discussion and asked the MAC members for suggestions and ideas of items that could be included in such a manual. Mr. Yount stated that the manual would also be helpful for training and orientation of new members.

Chair Robert Yount requested that METRO supply MAC with a list of common transit acronyms. Dave Williams suggested the list include a brief description of the organization and/or the definition of the term represented by the acronym and only include items that are frequently used in MAC meetings and minutes.

Stuart Rosenstein requested a list of METRO facilities and the responsibilities and functions of each facility.

Stuart Rosenstein requested information on funding which would include the cost per rider.

Mara Murphy requested an organizational chart of the METRO departments and/or METRO staff. Les White stated that METRO could provide copies of the SCMTD FY08 Final Budget and the METRO Five (5) Year Plan, which would provide both funding information and organizational charts.

Chair Robert Yount reported that he creates his own binders to keep MAC minutes and informational materials and suggested the other MAC Members do the same. Les White stated that METRO could provide MAC Members with binders. Mr. Yount requested that MAC Members be responsible for maintaining and updating their individual binders which would include requested materials, minutes, and informational materials and that it would be the responsibility of the member to keep the binder in their possession and have it available at MAC Meetings.

Les White stated that information can be sent electronically with the MAC Agenda Packet and also be provided in hard copy at the meeting.

**11. DISCUSSION OF CREATING A PLANNED SCHEDULE OF EVENTS FOR THE 2008 MAC MEETINGS**

Chair Robert Yount requested suggestions for eliminating a summer month MAC Meeting per previous requests by MAC Members. Mr. Yount stated that this would be a discussion and that a motion was not being requested at this time.

Chair Robert Yount reported that MAC Members have requested that joint meetings with MAC and the METRO Board as well as tours of METRO facilities and operations be included in the 2008 MAC Meeting Schedule in lieu of regularly scheduled meetings. Mr. Yount stated that this would require MAC Members to attend these events at dates and times other than the regularly scheduled MAC Meetings.

Dave Williams suggested having a MAC Meeting in Watsonville with a Spanish interpreter.

**12. DISCUSSION OF METRO SAFETY AND INJURY POLICIES AND PROCEDURES ON BUSES**

Ciro Aguirre distributed copies of the Emergencies and Incidents section of the METRO Coach Operators Handbook, which is attached to the file copy of these minutes. Mr. Aguirre reported that operators are not trained in emergency medical techniques or Cardiopulmonary Resuscitation (CPR) and that in an event of medical, emergency, safety, and/or criminal situations the operator will immediately contact METRO Dispatch and Dispatch will notify the appropriate authorities. Mr. Aguirre reported that METRO buses have minimal medical and emergency equipment including a basic first aid kit, fire extinguisher(s), clearly marked emergency exits, and road flares.

Dennis Papadopulo stated that he has experienced riders that are subject to seizures and will refuse medical services if contacted.  Ciro Aguirre reported that it is not the responsibility of an operator to assess any medical conditions of a rider and that in an event the operator deems a situation as an emergency or otherwise disruptive to the operation of the transit vehicle, METRO Dispatch will be notified and Dispatch will determine the proper response.  Mr. Aguirre reported that due to legal liabilities, METRO policy, and personal qualifications an operator cannot provide any medical assistance and must report any incident to METRO Dispatch.

**STUART ROSENSTEIN LEFT AT THIS TIME**

**13. COMMUNICATIONS TO METRO GENERAL MANAGER**

METRO Staff to provide MAC Members with binders including the following:

- ▶ 2008 MAC Meeting Schedule
- ▶ List of current MAC Members
- ▶ MAC Membership Contact Information Roster
- ▶ List of common transit acronyms w/descriptions
- ▶ METRO FY08 Final Budget Report
- ▶ METRO Five (5) Year Plan
- ▶ List of METRO Facilities and Functions

METRO to display MAC information on buses and provide MAC brochures at Transit Centers

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

Consider joint meetings with MAC

Advise MAC on possible issues to discuss and/or make recommendations on

**15. ITEMS FOR NEXT MEETING AGENDA**

- Discussion of MAC Orientation Procedure and Creating a Guideline Manual
- Discussion of Creating a Planned Schedule of Events for the 2008 MAC Meetings

**ADJOURN**

There being no further business, Chair Robert Yount thanked everyone for participating and adjourned the meeting at 7:55 p.m.

Respectfully submitted,



DALE HAMILTON  
Administrative Assistant

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22<sup>nd</sup>, 2008  
**TO:** Board of Directors  
**FROM:** Wally Brondstatter, Acting Paratransit Superintendent  
**SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

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

## III. DISCUSSION

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

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

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

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

	<b>November 2006</b>	<b>November 2007</b>
Total pick ups	7060	7237
<b>Percent in “ready window”</b>	<b>89.77%</b>	<b>92.48%</b>
1 to 5 minutes late	3.65%	3.11%
6 to 10 minutes late	2.55%	1.66%
11 to 15 minutes late	1.71%	1.16%
16 to 20 minutes late	.71%	.55%
21 to 25 minutes late	.71%	.39%
26 to 30 minutes late	.41%	.21%
31 to 35 minutes late	.20%	.07%
36 to 40 minutes late	.13%	.10%
41 or more minutes late (excessively late/missed trips)	.16%	.06%
<b>Total beyond “ready window”</b>	<b>10.23%</b>	<b>7.52%</b>

During the month of November 2007, ParaCruz received eighteen (18) service complaints and two (2) compliments. Nine (9) of the complaints were found to be “not valid”. One (1) of the two (2) valid service complaints were related to a late pick-up, one (1) related to driver allegedly overcharging client.

**Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through November**

	<b>November 06</b>	<b>November 07</b>	<b>Fiscal 06-07</b>	<b>Fiscal 07-08</b>
Requested	8332	8165	39,911	39792
Performed	7060	7237	35,531	37129
Cancels	21.20%	19.34%	18.50%	15.94%
No Shows	2.77%	2.89%	2.81%	2.41%
Total miles	46,314	48,186	246,458	243,211
Av trip miles	4.76	5.17	5.10	5.15
Within ready window	89.77%	92.48%	89.93%	92.48%
Excessively late/missed trips	11	4	87	16
Call center volume	5925	6042	30,148	30,471
Call average seconds to answer	24	30	24	30
Hold times less than 2 minutes	94%	97%	95%	96%
Distinct riders	776	801	1,306	1,338
Most frequent rider	56 rides	58 rides	233 rides	243 rides
Shared rides	67.7%	66.5%	67.1%	65.0%
Passengers per rev hour	1.87	2.51	1.71	2.46
Rides by supplemental providers	7.04%	10.43%	8.18%	19.96%
Vendor cost per ride	\$24.36	\$24.36	\$23.19	\$22.99
ParaCruz driver cost per ride (estimated)	\$26.28	\$23.14	\$25.27	\$23.96
Rides < 10 miles	82.99%	71.98%	81.87%	79.72%
Rides > 10	17.01%	28.02%	18.13%	20.28%

**IV. FINANCIAL CONSIDERATIONS**

NONE

**V. ATTACHMENTS**

NONE

5-5.3

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008  
**TO:** Board of Directors  
**FROM:** Frank L. Cheng, Project Manager  
**SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Service Building work
  - Arntz Builders completing punch-list items.
  - Arntz Builders has scheduled LNG off-load pump repair and will complete by February 13, 2008.
  - METRO awaiting Arntz Builders to install seismic restraints for bus wash tank.
- Maintenance Building
  - West Bay Builders continuing site work on 120 Golf Club Drive property
  - Storm Sewer connection work continuing on Golf Club Drive.
  - METRO waiting on PG&E final electrical design drawings.

## III. DISCUSSION

Arntz Builders is completing punch-list items to finalize Service & Fueling Building. Northstar, a subcontractor of Arntz Builders, has received notification from manufacturer of the offload pump that repairs are needed to prevent any recurring problems. Northstar uninstalled offload pump and sent to manufacturer. Northstar scheduled February 13, 2008 to be the day for LNG fueling and usage for fueling buses. Other than the fueling, Arntz is working on installing seismic restraints for bus wash tank. These seismic restraints are required to meet code and safety standards.

West Bay Builders is continuing work on Golf Club Drive for storm and sewer work. West Bay Builders is also continuing site work, steel framing, and roofing on 120 Golf Club Drive property. Once roofing is complete, further work inside the building should not be hindered by the weather that has occurred this rainy season.

In regards to electrical, METRO has not received confirmation from PG&E in regards to the final design drawings that was applied in December 2006. METRO staff is continually contacting PG&E representatives for any information. A PG&E supervisor assured METRO the full package to be completed by end of January 200, and METRO has not received any packages.

5-6.1

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

New updates on the MetroBase Project:

- Arntz working on non-conformance issues.
- West Bay Builders continuing site work on 120 Golf Club Drive property.
- METRO waiting on PG&E final electrical design drawings.

Previous information regarding the MetroBase Project:

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

- Arntz working on punch-list items and non-conformances.
- Received Caltrans Encroachment Permit. Work completed.
- Department of Fish&Game approved work on outfall construction completed.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders providing training to METRO employees.
- Public Outreach Newsletter sent to areas possibly affected by construction.
- Notice to Proceed issue effective January 9, 2006 with 365 calendar day construction period.

B. Maintenance Building (IFB 06-01)

- On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter.
- IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000 contingent upon Labor Harmony provision in award letter.
- Tilt-up panels installed, West Bay Builders working on steel joists.
- RNL contract modified for added Maintenance Building scope
- Harris & Associates contract modified for added Maintenance Building scope.
- Weekly Construction Meetings.

#### IV. FINANCIAL CONSIDERATIONS

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

#### V. ATTACHMENTS

**Attachment: NONE**

5-6.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Fleet Maintenance  
**SUBJECT:** **CONSIDERATION OF CONTRACT RENEWAL FOR RADIO MAINTENANCE AND REPAIR SERVICES WITH TELEPATH CORPORATION**

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Telepath Corporation for radio maintenance and repair services under the same terms and conditions.**

## II. SUMMARY OF ISSUES

- The District has a contract with Telepath Corporation for radio maintenance and repair services.
- At the District's option, this contract may be renewed for two (2) additional one-year terms.
- Telepath Corporation has indicated that they are interested in extending the contract term through March 31, 2009 under the same terms and conditions.

## III. DISCUSSION

The District currently has a contract with Telepath Corporation for radio maintenance and repair services. The contract is due to expire on March 31, 2008. Terms of the contract allow the District the option to renew the contract for two (2) additional one-year terms. Telepath Corporation has indicated that they are interested in extending the contract for one additional year under the same terms and conditions. District Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Telepath Corporation for radio maintenance and repair services under the same terms and conditions.

## IV. FINANCIAL CONSIDERATIONS

Funds are available in the Fleet Maintenance operating budget for this amendment.

## V. ATTACHMENTS

**Attachment A:** Letter from Telepath Corporation

5-7.1

**Attachment B:** Contract Amendment with Telepath Corporation

5-7.2



January 31, 2008

Mr. Lloyd Longnecker  
Santa Cruz Metropolitan Transit District  
110 Vernon Street, Suite B  
Santa Cruz, CA 95060

Re: District Contract #04-13. Maintenance and Repair Services

Hello Lloyd,

It is our intention to renew the contract without an increase of cost to the District. We believe this relationship has been good to both our organizations and look forward to expanding with you in the future!

Very truly yours,

Aaron Ettinger, President  
510/623-5800

5-7. a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FIRST AMENDMENT TO CONTRACT NO. 04-13  
FOR RADIO MAINTENANCE AND REPAIR SERVICES**

This First Amendment to Contract No. 05-11 for radio maintenance and repair services is made effective April 1, 2008 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Telepath Corporation ("Contractor").

**I. RECITALS**

- 1.1 District and Contractor entered into a Contract for radio maintenance and repair services ("Contract") on April 1, 2005.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

**II. TERM**

- 2.1 Article 3.02 is amended to include the following language:

This contract shall continue through March 31, 2009. This Contract may be mutually extended by agreement of both parties.

**III. REMAINING TERMS AND CONDITIONS**

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

**IV. AUTHORITY**

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

SIGNATURES ON NEXT PAGE

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

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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Leslie R. White  
General Manager

CONTRACTOR—TELEPATH CORPORATION

By \_\_\_\_\_

Aaron Ettinger  
President

APPROVED AS TO FORM:

---

Margaret R. Gallagher  
District Counsel

5-7.62<sup>2</sup>

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008  
**TO:** Board of Directors  
**FROM:** Tom Stickel, Manager of Maintenance  
**SUBJECT:** CONSIDERATION OF AWARD OF CONTRACT WITH THE LAW OFFICES OF MARIE F. SANG FOR LEGAL SERVICES IN THE AREA OF WORKERS COMPENSATION

## I. RECOMMENDED ACTION

**District Staff recommends that the Board of Directors authorize the General Manager to execute a three-year contract with The Law Offices of Marie F. Sang for legal services in the area of workers compensation.**

## II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified law firms.
- Four firms submitted proposals for the District's review.
- A four-member evaluation committee reviewed and evaluated the proposals.
- The evaluation committee is recommending that a contract be established with The Law Offices of Marie F. Sang for legal services in the area of workers compensation.

## III. DISCUSSION

In order to help the District in the litigation of Worker's Compensation claims, a request for proposals (RFP) was sought from law firms that represent employers in Worker's Compensation cases. Santa Cruz Metro intends to use a firm to represent the District and litigate cases when needed.

On November 12, 2007 District Request for Proposal No. 08-11 was mailed to eleven law firms that represent employers, was legally advertised, and a notice was posted on the District's web site. On December 12, 2007, proposals were received and opened from four firms. These firms are listed in Attachment A. A four-member evaluation committee comprised of District staff have reviewed and evaluated the proposals.

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

5-8.1

CRITERIA	POINTS POSSIBLE
1. Qualifications and Experience of Firm. Demonstrated knowledge of state laws relating to California worker's compensation. Experience working with employers on worker's compensation matters.	35
2. Qualifications and experience of members of the firm who would be assigned to work with Santa Cruz Metro staff and Board	30
3. Cost Proposal ( to be evaluated on the basis of fees proposed)	20
4. References	15
5. Disadvantage Business Enterprise Participation	5
<b>Total Points Possible</b>	<b>105</b>

Based on the above criteria, the selection committee is recommending that the Board of Directors authorize the General Manager to execute a three-year contract with The Law Offices of Marie F. Sang for Legal Services in the area of workers compensation for an amount not to exceed \$115,000. Contractor will provide services meeting all District specifications and requirements.

**IV. FINANCIAL CONSIDERATIONS**

Funding for this contract is contained in the District's budget for Worker's Compensation claims.

**V. ATTACHMENTS**

- Attachment A:** List of Firms Responding to the RFP
- Attachment B:** Contract with The Law Offices of Marie F. Sang

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

**LIST OF FIRMS THAT SUBMITTED A PROPOSAL FOR LEGAL  
SERVICES IN THE AREA OF WORKERS COMPENSATION  
RFP NO. 08-11**

1. Law Offices of Marie F. Sang, Campbell, CA
2. Thomas Lyding, Cartier & Gaus, L.L.P. of San Jose, CA
3. Luna, Levering & Schad of Salinas, CA
4. Wiggins, Richard & Romano, L.L.P. of San Francisco, CA

**CONTRACT FOR LEGAL SERVICES IN THE AREA OF  
WORKER'S COMPENSATION (08-11)**

THIS CONTRACT is made effective on March 1, 2008 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and LAW OFFICES OF MARIE F. SANG ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Legal Services in the Area of Worker's Compensation

District has the need for Legal Services in the Area of Worker's Compensation. In order to obtain these services, the District issued a Request for Proposals, dated November 12, 2007, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Legal Services in the Area of Worker's Compensation and whose principal place of business is 1875 S. Winchester Blvd. #201, Campbell CA 95008. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Legal Services in the Area of Worker's Compensation, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On January 25, 2008 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide Legal Services in the Area of Worker's Compensation described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 12, 2007

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

Contractor's Proposal to the District for Legal Services in the Area of Worker's Compensation, signed by Contractor and dated December 12, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued November 12, 2007.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 12, 2007.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed three (3) years and shall commence upon the issuance of the contract by the District.

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

5. COMPENSATION

5.01 Terms of Payment

Effective March 1, 2008 through February 28, 2010, District shall compensate Contractor for services performed at a rate of \$150.00 per hour. Effective March 1, 2010 through February 28, 2011, District shall compensate Contractor for services performed at a rate of \$155.00 per hour. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$115,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

The Law Offices of Marie F. Sang  
1875 S. Winchester Blvd. #201  
Campbell CA 9508  
Attention: Marie F. Sang

7. AUTHORITY

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

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

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR—LAW OFFICES OF MARIE F. SANG

\_\_\_\_\_  
Marie F. Sang  
Owner

Approved as to Form:

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

**EXHIBIT -A-**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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**Request for Proposals (RFP)**

**For Legal Services in the Area of  
Worker's Compensations**

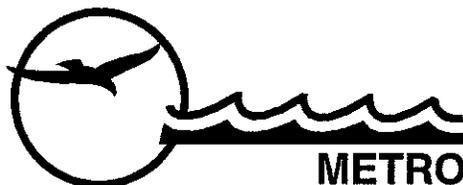
**District RFP No. 08-11**

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**Date Issued: November 12, 2007**

**Proposal Deadline: 5:00 P.M., December 12, 2007**

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**Contents of this RFP**

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

## **PART I**

### **INSTRUCTIONS TO OFFERORS**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

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

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

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

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

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

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

Firm Name \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Name and Title of Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

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

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

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

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

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

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

OR

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

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

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

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

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



# CONTRACTOR DBE INFORMATION

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

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

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

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

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

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

\_\_\_\_\_  
DATE

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

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

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

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

# CONTRACTOR DBE INFORMATION

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

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## **PART III**

### **SPECIFICATIONS FOR LEGAL SERVICES IN THE AREA OF WORKER'S COMPENSATION**

#### **1. Introduction**

Santa Cruz Metropolitan Transit District (Santa Cruz Metro) is soliciting proposals from qualified individuals or firms to provide legal services in the area of worker's compensation.

#### **2. Background**

Santa Cruz Metro is a special district formed under authority of Public Utilities Code §98000 et seq. Santa Cruz Metro operates fixed route bus and paratransit services throughout Santa Cruz County and a commute service over Highway 17 into San Jose. Santa Cruz Metro has over 300 employees, including 200 bus operators.

The Board of Directors of Santa Cruz Metro is responsible for the governance of the District. It is comprised of eleven members.

In 2008, the District will operate a fleet of 113 coaches and will provide regularly scheduled transit services on 39 routes using approximately 645 miles of streets, roads, and highways. One hundred percent of all routes are wheelchair accessible. Service is available from 4:35 a.m. to 3:00 a.m. throughout the week. The District will operate 217,000 service hours in 2008. This service is expected to carry approximately 5.8 million passengers.

METRO ParaCruz (paratransit service) operates to ensure that people who have a physical, cognitive, or psychiatric disability that prevents them from making some or all of their trips on fixed route buses have a level of access to mass public transportation comparable to the rest of the community, as required by the Americans with Disability Act of 1990 (ADA). This shared ride service is provided with ramp-equipped mini-vans and lift-equipped small buses. In 2008, METRO ParaCruz will operate a fleet of 29 Mini-Vans, 5 Medium buses and will provide Paratransit service operating from 6:00 A.M. to 10:30 P.M. covering all streets, roads and highways within the designated service area. METRO ParaCruz operates 362 days a year. This service is expected to carry approximately 14,000 rides per year traveling approximately 92,901 miles.

Santa Cruz Metro had averaged approximately 9 litigated worker's compensation matters in each of the last three years.

#### **3. Scope Of Work**

- 3.1 Provide legal representation for Santa Cruz Metro in the area of worker's compensation. Santa Cruz Metro intends to use a panel of individuals and/or firms with whom it will distribute litigated cases based on the type of case and the location of the litigation.
- 3.2 The term of each contract shall be three (3) years with a provision for two (2) one-year contract extensions. The contract is expected to commence March 1, 2008.
- 3.3 Typical Duties (not exhaustive):
  - Provide general legal advice in the area of worker's compensation;
  - Represent the Santa Cruz Metro in worker's compensation litigation as assigned in San Jose and/or Salinas, at the Worker's Compensation Appeals Board;
  - Maintain knowledge of current issues facing Santa Cruz Metro and be prepared to offer legal opinions in the area of worker's compensation;

- Work with other assigned worker's compensation attorneys and Santa Cruz Metro's third party administrator;
- Attend work sessions and meetings with the Santa Cruz Metro's Board of Directors and/or staff when requested, in the area of worker's compensation law; and
- Santa Cruz Metro reserves the right on a specific case basis to use alternate counsel.

#### 3.4 Specific Duties:

- Attend meetings of the Santa Cruz Metro Board of Directors on an as needed basis to present worker's compensation cases;
- Report to and receive assignments from the Santa Cruz Metro's Legal Counsel and Santa Cruz Metro's third party administrator. The Board of Directors may also contact the worker's compensation attorney with its own inquiries; and
- Assist Santa Cruz Metro staff in the management and adjustment of all workers' compensation claims and assist with staff's analysis of qualified injured worker status, return to duty issues and reasonable accommodation issues arising from, or as a result of workers' compensation law.

#### 3.5 Excluded Duties:

- Tort Liability;
- Bond Counsel;
- Labor Counsel;
- General Counsel; and
- Any legal issue not related to workers' compensation

### **4. Desired Qualifications**

- 4.1 Substantial knowledge and experience in the interpretation of state laws as they relate to worker's compensation and Santa Cruz Metro.
- 4.2 Substantial experience in representing employers on worker's compensation matters.
- 4.3 Member of the California State Bar. The selected firm will be required to declare that it will represent Santa Cruz Metro to the exclusion of all other clients having potential conflicts with the interests of Santa Cruz Metro.

### **5. Submission Requirements**

- 5.1 A summary of firm's qualifications as they relate to the duties and qualifications.
- 5.2 A description of how your firm would propose to provide the required services. This should include your approach to implementing the contract, ongoing service provision, responsiveness, and office location.
- 5.3 Detailed resumes and references regarding the experience of the personnel who would be assigned to the project.
- 5.4 Proposed Fee Schedule (per year for the three (3) initial contract years and two (2) optional years).
- 5.5 A description of related California worker's compensation experiences.
- 5.6 A list of references knowledgeable of your firm's California worker's compensation work. Please include telephone numbers and addresses.

### **6. Evaluation Criteria**

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

<b>CRITERIA</b>	<b>POINTS POSSIBLE</b>
1. Qualifications and Experience of Firm. Demonstrated knowledge of state laws relating to California worker's compensation. Experience working with employers on worker's compensation matters.	35
2. Qualifications and experience of members of the firm who would be assigned to work with Santa Cruz Metro staff and Board	30
3. Cost Proposal ( to be evaluated on the basis of fees proposed)	20
4. References	15
5. Disadvantage Business Enterprise Participation	5
<b>Total Points Possible</b>	<b>105</b>

## 7. Selection Procedures

- 7.1 Proposals will be evaluated by Santa Cruz Metro to determine which proposal, if any should be accepted in the best interest of Santa Cruz Metro. Santa Cruz Metro at its sole discretion reserves the right to accept or reject proposals submitted and to waive informational and minor irregularities and to request additional information required to fully evaluate a proposal.
- 7.2 Proposals will not be publicly opened and will be kept strictly confidential during this process. Proposals will become public record once a contract has been awarded.
- 7.3 An Evaluation Committee shall review the proposals, discuss, assess and rank the proposals according to the evaluation criteria. These rankings will be used to determine if there is a single proposal that clearly is the most advantageous offer and is in the best interest of Santa Cruz Metro. If so, Santa Cruz Metro may proceed with an award to that proposer. It is pointed out that nothing in these procedures shall be interpreted to require Santa Cruz Metro to award a contract to the lowest cost proposer. As described above, if a single most advantageous proposal is not so readily determined, then the Evaluation Committee will use the rankings to determine which proposals fall within a competitive range.
- 7.4 Proposers falling within the competitive range may be invited to participate in an interview. Each may be invited for an interview with the Evaluation Committee to discuss all aspects of the proposal and answer specific questions. These questions may be provided in advance in writing and/or be oral. The purpose of each meeting will be to clarify and assure understanding of the requirements of the contract, improve the technical aspects of the offer in an effort to better meet specifications and/or reduce the price, question any cost data provided and any such discussion relevant only to each proposal separately that may improve the proposal both technically and economically in the interest of Santa Cruz Metro.
- 7.5 After all interviews have been completed, Santa Cruz Metro may ask for Best and Final Offers. In this event, each of the proposers in the competitive range will be afforded the opportunity to amend their Proposals and submit their Best and Final Offers. The latter will then be evaluated and the ranking adjusted as needed. The proposer having the highest score will be recommended to the Santa Cruz Metro Board of Directors.
- 7.6 All proposals shall remain valid for one hundred twenty (120) days after submittal due date.

**8. Proposal Submittal Information**

An original proposal and four (4) copies are to be submitted to Santa Cruz Metro by 5:00 p.m. on December 12, 2007 at:

Santa Cruz Metro  
Attn: Purchasing Office  
110 Vernon Street, Suite B  
Santa Cruz, CA 95060

For further information relating to this request, please contact:

Lloyd Longnecker

Purchasing Agent

(831) 426-0199.

Email address: [llongnecker@scmtd.com](mailto:llongnecker@scmtd.com)

## **PART IV**

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

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

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

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

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

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

#### **2. TERMINATION**

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

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

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

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

## 2.02 Termination for Default

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

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

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

## 2.03 No Limitation

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

## 3. FORCE MAJEURE

### 3.01 General

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

### 3.02 Notification by Contractor

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

### 3.03 Losses

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

#### 4. PROFESSIONAL STANDARDS

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

#### 5. PROFESSIONAL RELATIONS

##### 5.01 Independent Contractor

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

##### 5.02 Benefits

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

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

##### 6.01 Scope

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

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

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

#### 7. INSURANCE

##### 7.01 General

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

## 7.02 Types of Insurance and Minimum Limits

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

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

## 7.03 Other Insurance Provisions

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

## 8. SINGLE PROPOSAL

If only one proposal is received in response to the RFP, Offeror may be required to submit to District within five (5) days of District demand, a detailed cost proposal. The District may conduct a cost or price analysis of the cost proposal to determine if the proposal price(s) are fair and reasonable. Offeror shall cooperate with District in compiling and submitting detailed information for the cost and price analysis.

## 9. NO DISCRIMINATION

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

## 10. DISADVANTAGED BUSINESS ENTERPRISES

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

### I. PROMPT PAYMENT

#### 11.01 Prompt Progress Payment to Subcontractors

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

#### A. Prompt Payment of Withheld Funds to Subcontractors

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

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

## 12. RESERVED

## 13. MISCELLANEOUS PROVISIONS

### 13.01 Successors and Assigns

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

### 13.02 Survival of Rights and Obligations

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

### 13.03 Limitation on District Liability

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

### 13.04 Drug and Alcohol Policy

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

### 13.05 Publicity

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

### 13.06 Consent to Breach Not Waiver

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

### 13.07 Attorneys' Fees

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

### 13.08 No Conflict of Interest

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

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

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

13.10 Cal OSHA/Hazardous Substances

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

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

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

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

13.11 Non-Assignment of Contract

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

13.12 No Subcontract

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

13.13 Severability

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

13.14 All Amendments in Writing

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

13.15 Audit

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

13.16 Smoking Prohibited

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

13.17 Responsibility for Equipment

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

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

13.18 Grant Contracts

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

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

## **PART V**

### **CONTRACT FOR LEGAL SERVICES IN THE AREA OF WORKER'S COMPENSATION (08-11)**

THIS CONTRACT is made effective on March 1, 2008 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and \_\_\_\_\_ ("Contractor").

#### 1. RECITALS

##### 1.01 District's Primary Objective

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

##### 1.02 District's Need for Legal Services in the Area of Worker's Compensation

District has the need for Legal Services in the Area of Worker's Compensation. In order to obtain these services, the District issued a Request for Proposals, dated November 12, 2007, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

##### 1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Legal Services in the Area of Worker's Compensation and whose principal place of business is \_\_\_\_\_. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Legal Services in the Area of Worker's Compensation, which is attached hereto and incorporated herein by reference as Exhibit "B."

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

On \_\_\_\_\_, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide Legal Services in the Area of Worker's Compensation described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

#### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

##### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated November 12, 2007

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

Contractor's Proposal to the District for Legal Services in the Area of Worker's Compensation, signed by Contractor and dated December 12, 2007.

2.02 Conflicts

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

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued November 12, 2007.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued November 12, 2007.

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

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

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed three (3) years and shall commence upon the issuance of the contract by the District.

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

5. COMPENSATION

5.01 Terms of Payment

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

5.02 Invoices

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

6. NOTICES

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

DISTRICT

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

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

7. AUTHORITY

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

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR

By \_\_\_\_\_

Approved as to Form:

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

## **PART VI**

### **FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS**

#### **1.0 GENERAL**

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

#### **2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS**

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

#### **3.0 INELIGIBLE CONTRACTORS**

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

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

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

#### **5.0 TITLE VI CIVIL RIGHTS ACT OF 1964**

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

##### **5.1 Compliance with Regulations**

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

##### **5.2 Nondiscrimination**

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

### 5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

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

### 5.4 Information and Reports

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

### 5.5 Sanctions for Noncompliance

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

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

### 5.6 Incorporation of Provisions

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

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

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

## 7.0 CONSERVATION

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

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

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

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

### 9.1 Overtime Requirements

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

### 9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

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

### 9.3 Withholding for Unpaid Wages and Liquidated Damages

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

### 9.4 Nonconstruction Grants

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

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

#### 9.5 Subcontracts

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

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

The Contractor agrees:

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

#### 11.0 BUY AMERICA PROVISION

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

## 12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

### 12.1 Policy

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

### 12.2 DBE Obligation

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

### 12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

## 13.0 CONFLICT OF INTEREST

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

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

The Contractor must provide a certification that:

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

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

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

## 16.0 DEBARRED BIDDERS

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

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

### 17.1 General

The District and Contractor agree:

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

### 17.2 Applicability

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

### 17.3 Definitions

The terms used in this clause have the following meanings:

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

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

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

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

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

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

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

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

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

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

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

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

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

## 20.0 NEW RESTRICTIONS ON LOBBYING

### 20.1 Prohibition

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

### 20.2 Disclosure

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

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

### 20.3 Agreement

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

### 20.4 Penalties.

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

### 20.5 Cost allowability

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

## PART VII

### SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

#### PROCUREMENT PROTESTS

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

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

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

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

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

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

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

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

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

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

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

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

# EXHIBIT - B

## PART II

### GENERAL INFORMATION FORM

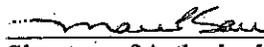
#### LEGAL SERVICES IN THE AREA OF WORKER'S COMPENSATION SERVICES

RFP No. 08-11

(To be completed by the offeror and placed at the front of your proposal)

Law Offices of Marie F. Sang	12/7/07
Legal Name of Firm	Date
1875 S. Winchester Blvd., #201, Campbell, CA, 95008	
Firm's Address	
(408) 866-7974	(408) 866-1797
Telephone Number	FAX Number
Sole Proprietor	77-0432560
Type of Organization (Partnership, Corporation, etc.)	Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the date of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (10) calendar days of the Notice of Award.

  
Signature of Authorized Principal

Marie F. Sang, Owner

Name of Principal-in-Charge and Title

Marie F. Sang, Owner

Name of Project Manager and Title

Marie F. Sang, Owner, msang@ix.netcom.com, (408) 866-7974

Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

1875 S. Winchester Blvd., #201, Campbell, CA, 95008

Addresses Where Correspondence Should Be Sent

Workers' Compensation Insurance Defense

Areas of Responsibility of Prime Contractor

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

N/A

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

(Contractor) Law Offices of Marie F. Sang certifies to the best of its knowledge and belief, that it and its principals:

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

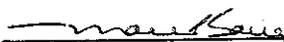
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public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

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

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

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

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

  
\_\_\_\_\_  
Signature and Title of Authorized Official  
Marie F. Sang, Owner

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

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

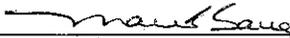
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

Firm Name Law Offices of Marie F. Sang

Signature of Authorized Official 

Name and Title of Authorized Official Marie F. Sang, Owner

Date 12/7/07

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

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

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

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

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

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

**BUY AMERICA CERTIFICATE**

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

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

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

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

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

OR

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

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

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

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

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

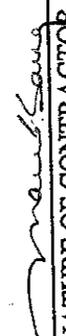
# CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME Marie F. Sang      100 %  
 DBE GOAL FROM CONTRACT \_\_\_\_\_  
 FED. NO. ID# 032367  
 COUNTY Santa Clara  
 AGENCY Santa Clara Valley Transportation Authority  
 CONTRACT NO. \_\_\_\_\_

CONTRACTOR'S ADDRESS 1875 S. Winchester Blvd., #201  
Campbell, CA 95008  
 PROPOSAL AMOUNT \$150.00/hr. - \$160.00/hr.  
 PROPOSAL OPENING DATE 3/1/08  
 DATE OF DBE CERTIFICATION DBE Renewal Certified 3/05  
 SOURCE \*\* California Unified Certification Program

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

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
N/A	Legal Services: workers' compensation insurance defense	032367	Marie F. Sang	\$150.00/hr. - \$160.00/hr.	100%
				TOTAL CLAIMED DBE PARTICIPATION	\$ _____ 100 %

  
 SIGNATURE OF CONTRACTOR

12/7/07  
 DATE

AREA CODE/TELEPHONE (408) 866-7974 (Detach from proposal if DBE information is not submitted with proposal.)

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

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

# CONTRACTOR DBE INFORMATION

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

**CALIFORNIA UNIFIED CERTIFICATION PROGRAM  
(CUCP) DBE THIS CERTIFIES THAT**

**Law Offices of Marie F. Sang**

Firm Name

**032367**

FILE#

**March 1, 2008**

Renewal Date

SEAL OF THE  
IS APPROVED BY

THE CALIFORNIA UNIFIED CERTIFICATION PROGRAM (UCP)  
AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
AS DEFINED BY THE U.S. DEPARTMENT OF TRANSPORTATION (DOT)

49 CFR, PART 26, AS MAY BE AMENDED,  
FOR THE FOLLOWING NAICS CODES:

**541110 - OFFICES OF LAWYERS**



CALIFORNIA

**UNIFIED CERTIFICATION PROGRAM**



A handwritten signature in black ink, appearing to read 'Andy T. Flores'.

**Andy T. Flores, DBE Liaison Officer**

**Certifying Agency**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
REQUEST FOR PROPOSALS FOR LEGAL SERVICES IN THE AREA OF  
WORKERS' COMPENSATION**

Offeror: Law Office of Marie F. Sang

**5. Submission Requirements**

**5.1 A summary of firm's qualifications as they relate to the duties and qualifications.**

The Law Office of Marie F. Sang provides high quality legal representation to self-insured employers, workers' compensation carriers and third party administrators. Throughout the years, the office has represented transportation agencies and the current client list includes Santa Clara Valley Transportation Authority and Santa Cruz Metropolitan Transit District.

The office's practice is limited to workers' compensation defense matters and we make appearances throughout the Bay Area including the Salinas, San Jose, San Francisco, Oakland and Stockton Workers' Compensation Appeals Boards.

The office consists of two experienced attorneys, Marie F. Sang and Carla Spencer, plus staff. Marie Sang has been a workers' compensation defense attorney for the past 21 years and Carla Spencer has been a workers' compensation defense attorney for the past 13 years.

**5.2 A description of how your firm would propose to provide the required services. This should include your approach to implementing the contract, ongoing service provision, responsiveness, and office location.**

The Law Office of Marie F. Sang has one location, Campbell, California. The office's policy is to provide an acknowledgment letter to the client of a file referral within one business day of receipt of a new file, to provide an initial assessment of the issues and a plan of action within two weeks from receipt of a new file, and to provide a status report every 30 days thereafter. We return phone calls within one business day and we consult with the client before and after all appearances. We regularly seek direction from the client as to the desired goal and most importantly, we attempt to meet or exceed the client's expectations whenever possible. Finally, this office's approach is to move cases forward as quickly as possible and to minimize unnecessary legal and discovery costs.

**5.3 Detailed resumes and references regarding the experience of the personnel who would be assigned to the project.**

See attached resume of Marie F. Sang

5.4 Proposed Fee Schedule (per year for the three (3) initial contract years and two (2) optional years).

2007	\$150.00 per hour
2008	\$150.00 per hour
2009	\$155.00 per hour
2010	\$155.00 per hour
2011	\$160.00 per hour

5.5. A description of related California workers' compensation experiences

As mentioned above, the attorneys at the Law Offices of Marie F. Sang have many years of experience representing self-insured employers, carriers and third party administrators in workers' compensation defense matters. Specifically, the office has extensive experience in taking depositions of injured workers and medical providers, appearing at WCAB Hearings, analyzing/researching issues, and drafting legal pleadings/documents. We mainly represent major employers as we prefer a team approach, working with both carrier/administrator and the employer's risk management. For more than 10 years, the office has represented transportation agencies and as such our attorneys are knowledgeable about issues and types of claims particular to bus operators.

5.6 A list of references knowledgeable of your firm's California workers' compensation work. Please include the telephone numbers and addresses.

1. Linda Christensen, Santa Clara Valley Transportation Authority, Risk Management Claim Analyst, 3331 North First Street, Bldg. B-2, San Jose, CA, 95134, (408) 321-5507.
2. Brian Orr, Jack Cooper Transport, Vice President Risk Manager, 2345 Grand Blvd., #400, Kansas City, MO 64108, (816) 983-4034.
3. Sandy Dieter, Sedgwick CMS, Claims Supervisor, P.O. Box 14421, Lexington, KY, 40512-4421, (925) 988-1107
4. Jason Peacock, Liberty Mutual Insurance Company, Senior Case Manager, P.O. Box 989000, W. Sacramento, CA, 95798-9000, 1-800-821-0967, Ext. 2558.
5. Pegge Wall, Tristar Risk Management, Senior Claims Examiner, P.O. Box 9350, Walnut Creek, CA, 94598, (925) 975-4262.

# MARIE F. SANG

## **Professional Experience:**

Clark, Candee & Wickler, Associate, August 1986 - September 1990;  
Partner, September 1, 1990 - September 1995  
Candee & Sang, Partner, October 1995 - June 1996  
Law Office of Marie F. Sang, Sole Proprietor, July 1996 - Present

## **Education:**

University of Louisville, B.A. 1980  
Santa Clara University School of Law, J.D. 1986

## **Professional Qualifications:**

Admitted to the Bar of California 1986  
Admitted to the United States District Court 1986  
Practice of Workers' Compensation law, third party subrogation, and related legal matters,  
including representation and defense of insurance carriers, employers and  
governmental entities 1986-present  
Qualified Arbitrator  
Qualified Self-Insurance Administrator  
Certified Specialist, Workers' Compensation Law, California Board of Legal Specialization  
Member: Santa Clara County Bar Association  
Member: California Workers' Compensation Defense Attorneys' Association  
Commissioner, Workers' Compensation Law Advisory Committee, Legal Specialization  
Program, The State Bar of California 2002-2005

## **Personal Information:**

Born Louisville, Kentucky, September 2, 1959

## **References:**

Jason Peacock, Liberty Mutual Insurance Company, Senior Case Manager, P.O. Box 989000,  
W. Sacramento, CA, 95798-9000, (800) 821-0967, Ext. 2558  
  
Brian Orr, Jack Cooper Transport, Vice President Risk Management, 2345 Grand Blvd.,  
#400, Kansas City, MO 64108, (816) 983-4034  
  
Linda Christensen, Santa Clara Valley Transportation Authority, Risk Management Claim  
Analyst, 3331 North First Street, Bldg B-2, San Jose, CA, 95134, (408) 321-5507  
  
Pegge Wall, Tristar Risk Management, Senior Claims Examiner, P.O. Box 9350, Walnut  
Creek, CA, 94598, (925) 975-4262

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT: CONSIDERATION OF AUTHORIZING THE DISPOSAL OF ONE HASLER POSTAGE MAILING MACHINE**

## **I. RECOMMENDED ACTION**

**Staff recommends that the Board of Directors declare as excess one Hasler Postage Mailing Machine.**

## **II. SUMMARY OF ISSUES**

- In accordance with the District's policy on disposal of fixed assets and inventoriable items, at least once a year, the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- The postage mailing machine's technology is no longer compatible with the US Post Office requirements.

## **III. DISCUSSION**

The current market value of the postage mailing meter is \$0. Upon the Board's declaration of the machine as excess, it will be appropriately recycled.

## **IV. FINANCIAL CONSIDERATIONS**

The postage mailing machine does not have any remaining book value.

## **V. ATTACHMENTS**

None.

5-9.1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Minutes- Board of Directors**

**January 11, 2008**

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, January 11, 2008 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chair Beautz called the meeting to order at 9:02 a.m.

**SECTION 1: OPEN SESSION**

**1. a. ROLL CALL:**

**DIRECTORS PRESENT**

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

**DIRECTORS ABSENT**

None

**STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Angela Aitken, Finance Manager  
Wally Brondstatter, Acting Paratransit Administrator  
Frank Cheng, MetroBase Project Manager  
Mark Dorfman, Assistant General Manager

Mary Ferrick, Base Superintendent  
Margaret Gallagher, District Counsel  
Robyn Slater, Human Resources Manager  
Tom Stickel, Maintenance Manager

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

Bonnie Morr, UTU

Bob Yount, MAC

**1b. CONSIDERATION OF:**

- 1) NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
- 2) NOMINATION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,**
- 3) NOMINATION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2008**

5-10.1

Nominations for office of Chair and Vice Chair:

Director Beautz as Chair  
Director Bustichi as Vice Chair

Nominations to the Highway 1 Construction Authority:

Primary: Director Tavantzis  
Alternate: Director Bustichi

Nominations to the Regional Transportation Commission:

Primary: Director Spence, Director Tavantzis, and Director Bustichi  
Alternates: Director Skillicorn, Director Hagen, and Director Hinkle

Vice Chair Beautz stated that the nominations would be held open until the January 25, 2008 Board Meeting at which time the Board would also vote.

**2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS**

Written:

None.

Oral:

Bob Yount, MAC Chair, reported that MAC is looking for issues to consider and provide their input to the Board.

Director Bustichi reported on an incident that happened in Scotts Valley before the holidays. A ParaCruz customer scheduled a ride for a doctor's appointment and apparently, the office had moved and the ParaCruz driver refused to go three blocks away to the new location or take the customer home. The police were called and gave the customer a ride to the new location and then returned her home. Director Bustichi requested that this policy be examined and modified and requested that staff provide a report on this incident and proposed changes at the next Board meeting.

**3. LABOR ORGANIZATION COMMUNICATIONS**

Bonnie Morr, UTU, stated that while the union empathizes on this issue, currently, drivers are disciplined if drop off locations do not match the manifest.

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

None.

**CONSENT AGENDA**

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

5-10.2

No questions or comments.

**5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER AND NOVEMBER 2007**

**5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF FELICIA PALMER, CLAIM #07-0042**

No questions or comments.

**5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 16, 2008 AND MINUTES OF NOVEMBER 28, 2007**

No questions or comments.

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

Ciro Aguirre and Wally Brondstatter explained that during the month of October, ParaCruz had again experienced an anomaly with several operators being absent, and ParaCruz was in the process of hiring new operators, which resulted in the higher percentage of rides performed by supplemental providers. This also decreased the number of shared rides because the rides by supplemental providers are generally not shared.

Chair Tavantzis asked about the data showing that ParaCruz performed over 1,000 more rides this year than during the same period as last year, and the average trip is 5 miles, but the total mileage only increased by approximately 2,000 miles. Wally Brondstatter responded that mileage of supplemental providers was not included, but that staff would provide a breakdown in the next Board Packet that would include this information.

**ITEM #5-9 WAS TAKEN OUT OF ORDER**

**5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR SEPTEMBER 2007**

Director Rotkin asked why September's ridership was down from last year. Mark Dorfman replied that the number of weekdays per month can affect the ridership data, and that the month of October was back up.

**5-6. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH STEVE'S UNION FOR PARACRUZ VEHICLE FUELING SERVICES AND TO EXECUTE A CONTRACT RENEWAL WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES**

Director Spence asked how often Cruz Car Wash details the interior of ParaCruz vehicles because the floors are not always clean. Wally Brondstatter replied that all of the vehicles are cycled through for interior and exterior weekly and that he would speak with the vendor on this.

**5-10.3**

**5-7. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SUE CLARKE FOR AUDITING OF THE TALKING BUSES EXTERNAL ANNOUNCEMENTS AT THE WATSONVILLE TRANSIT CENTER AND THE BART CAVALLARO TRANSIT CENTER**

Vice Chair Beautz asked who conducts the audits at METRO Center. Margaret Gallagher replied that the security guards do it as part of their contracted duties and that may be possible at Watsonville as well because there are security guards there now too. Staff will look into this prior to the expiration of this new six-month contract with Ms. Clarke.

**5-8. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT**

No questions or comments.

**5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW ONE-YEAR LEASE FOR WATSONVILLE TRANSIT CENTER KIOSK #6 FOR THE CURRENT TENANT**

**5-11. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF NOVEMBER 2007**

**REGULAR AGENDA**

**6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS: None**

**7. PUBLIC HEARING REGARDING THE YIELD TO BUS PROGRAM, AND CONSIDERATION OF ADOPTION OF A RESOLUTION AUTHORIZING THE REINSTATEMENT OF THE YIELD TO BUS PROGRAM EFFECTIVE FEBRUARY 1, 2008**

**Summary:**

Mark Dorfman reported that this is a voluntary courtesy program with no citation involved and that the law requires a Public Hearing and adoption of a Resolution to reinstate the program.

**Discussion:**

Bonnie Morr reported that this program was very helpful in the past and suggested that METRO do a lot of public outreach regarding the reinstatement. Director Rotkin requested an outline of the public education be presented at the Public Hearing.

**8. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH WEBER HAYES AND ASSOCIATES FOR PHASE I AND II ENVIRONMENTAL SITE ASSESSMENT REPORTS FOR THE PROPERTIES LOCATED AT 920 AND 912 PACIFIC AVENUE, SANTA CRUZ**

5-10.4

**ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR BUSTICHI**

**Authorize the General Manager to execute a contract with Weber-Hayes and Associates for Phase I and II Environmental Site Assessments for the properties located at 920 and 912 Pacific Avenue, Santa Cruz for a total amount not to exceed \$33,760**

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

**9. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR CONSTRUCTION OF A BUS TURNAROUND AT CHINA GRADE AND HIGHWAY 236 WITH GRANITE CONSTRUCTION COMPANY TO REVISE THE LANGUAGE ON CONTRACT TIME OF PERFORMANCE**

**Summary:**

Tom Stickel reported that this is a time-only extension due to delays encountered with the Caltrans double permit approval process and preparation of a Water pollution Control Plan required by the Caltrans encroachment permit.

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

**Authorize the General Manager to execute a contract amendment for construction of a bus turnaround at China Grade and Highway 236 with Granite Construction Company to revise the language on contract time of performance**

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

**10. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF ARNTZ BUILDERS, CLAIM #07-0040;  
DENY THE CLAIM OF CHAYME HIGGINS, CLAIM #07-0044**

**Summary:**

Margaret Gallagher reported that Claim #07-0044 is a Bus Operator's dispute with the Labor Agreement, which will be handled through the Operations Department, and the attachment referred to in the claim includes personal information which would not have been appropriate to include here. The Arntz Builders claim involves METRO accidentally damaging fencing and that the replacement costs are significantly less than the damages being claimed.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN**

**Deny the claim of Arntz Builders, Claim #07-0040; Deny the claim of Chayme Higgins, Claim #07-0044**

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

**5-10.5**

**11. CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH ARNTZ BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE SERVICE BUILDING TO FEBRUARY 28, 2008, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007**

**Summary:**

Frank Cheng clarified that this is a time-only extension of the Purchase Order with no extra cost involved.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS**

**Authorize the General Manager to execute an amendment to the contract with Arntz Builders, Inc. that extends the contract expiration date to February 29, 2008, while maintaining the construction completion date of January 9, 2007**

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

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

Margaret Gallagher reported that the Board would have a conference with its Labor Negotiators regarding UTU, Local 23, Fixed Route and the Item #2 was deleted.

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

None.

**SECTION II: CLOSED SESSION**

Vice Chair Beautz adjourned to Closed Session at 9:33 a.m. and reconvened to Open Session at 10:23 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**14. REPORT OF CLOSED SESSION**

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

**ADJOURN**

There being no further business, Vice Chair Beautz adjourned the meeting at 10:23 a.m.

5-10.6

Respectfully submitted,

CINDI THOMAS  
Administrative Services Coordinator

DRAFT

5-10.7

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Minutes- Board of Directors**

**January 25, 2008**

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, January 25, 2008 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Tavantzis called the meeting to order at 9:02 a.m. and announced that today's Special Meeting would be held following the Regular Meeting.

**SECTION 1: OPEN SESSION**

**1. a. ROLL CALL:**

**DIRECTORS PRESENT**

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

**DIRECTORS ABSENT**

None

**STAFF PRESENT**

Angela Aitken, Finance Manager  
Wally Brondstatter, Acting Paratransit Administrator  
Frank Cheng, MetroBase Project Manager  
Mark Dorfman, Assistant General Manager  
Mary Ferrick, Base Superintendent

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

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

Bonnie Morr, UTU  
Stacy Patyk, Seacliff Drive Resident

Amy Weiss, Spanish Interpreter

**5-10.8**

- 1b. **CONSIDERATION OF:**
- 1) **ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
  - 2) **ELECTION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,**
  - 3) **ELECTION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2008**

Chair Tavantzis referred to the Nominee list from the January 11, 2008 Board Meeting and asked if there were any additional nominations. There were no additional nominations. The following elections and appointments were made:

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

- 1) **Elect Director Beautz as Board Chair.  
Elect Director Bustichi as Board Vice Chair.**
- 2) **Re-appoint Director Tavantzis as the HCA representative.  
Re-Appoint Director Bustichi to the HCA as the alternate.**
- 3) **Re-appoint Directors Spence, Tavantzis, and Bustichi to the RTC.  
Re-Appoint Directors Skillicorn, Hagen, and Hinkle as 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> RTC alternates, respectively.**

**Motion passed unanimously with all Directors present**

Outgoing Chair Tavantzis stated that newly elected Chair Beautz would preside as Chair beginning with the next Board meeting.

**2. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS**

Written:

- |    |                          |     |                                      |
|----|--------------------------|-----|--------------------------------------|
| a. | Seacliff Drive Residents | Re: | Routes 54 & 55 Vehicle Size / Weight |
| b. | Shaw / Yoder             | Re: | Proposed State Budget                |
| c. | Seacliff Drive Residents | Re: | Routes 54 & 55 Vehicle Size / Weight |

Oral:

Stacy Patyk, a Seacliff Drive resident, spoke on behalf of all of the residents regarding the letters listed as Item #2-a and #2-c on today's Agenda. Ms. Patyk requested the Board's help to either replace the buses with smaller Paratransit size vehicles or reroute the Seacliff routes.

Director Rotkin requested that staff report back to the Board with ridership data, and options and costs to reroute the buses or use smaller vehicles on Routes 54 & 55.

**3. LABOR ORGANIZATION COMMUNICATIONS**

None.

5-10.9

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

None.

CONSENT AGENDA

- 5-1. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF DECEMBER 2007
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER AND NOVEMBER 2007
- 5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF FELICIA PALMER, CLAIM #07-0042;  
DENY THE CLAIM OF KEVIN BELL, CLAIM #08-0001
- 5-4. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 16, 2008 AND MINUTES OF NOVEMBER 28, 2007
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF OCTOBER 2007
- 5-6. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH STEVE'S UNION FOR PARACRUZ VEHICLE FUELING SERVICES AND TO EXECUTE A CONTRACT RENEWAL WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES
- 5-7. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SUE CLARKE FOR AUDITING OF THE TALKING BUSES EXTERNAL ANNOUNCEMENTS AT THE WATSONVILLE TRANSIT CENTER AND THE BART CAVALLARO TRANSIT CENTER
- 5-8. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR SEPTEMBER 2007
- 5-10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A NEW ONE-YEAR LEASE FOR WATSONVILLE TRANSIT CENTER KIOSK #6 FOR THE CURRENT TENANT
- 5-11. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR THE MONTH OF NOVEMBER 2007
- 5-12. APPROVE REGULAR BOARD MEETING MINUTES OF OCTOBER 12 & 26, NOVEMBER 9 & 16, AND DECEMBER 14 & 21, 2007 AND SPECIAL MINUTES OF OCTOBER 19 & 26, 2007
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DIXON & SON TIRES, INC. FOR THE PURCHASE OF REVENUE AND NON-REVENUE TIRES
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SEDGWICK CMS FOR THE THIRD PARTY ADMINISTRATION OF WORKER'S COMPENSATION CLAIMS
- 5-16. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE DECEMBER 2007 MEETING(S)

5-10.10

**5-17. CONSIDERATION OF AUTHORIZING GENERAL MANAGER TO EXECUTE A CONTRACT FOR THE PURCHASE OF ONE HYBRID SEDAN AND ONE BI-FUEL PASSENGER VAN**

**5-19. ACCEPT AND FILE NOVEMBER 2007 RIDERSHIP REPORT**

At the request of District Counsel, Director Tavantzis pulled the Tort Claim of Judith Boes, Item #5-3, Claim #07-0045, and moved it to today's Closed Session.

Regarding Item #5-4, Director Hagen volunteered to attend MAC meetings to enhance communication between MAC and the Board. This suggestion was referred to District Counsel.

Regarding Item #5-12, Director Spence stated that the October 26, 2007 Special Meeting minutes Call to Order and Adjournment times are inconsistent and also that she believes she was present, but listed as absent. Staff will verify and present any revisions to the Board for approval next month.

At the request of Director Spence, Director Tavantzis pulled Item #5-18 for discussion and renumbered it as #10.5.

At the request of Director Hagen, Director Tavantzis pulled Item #5-15 for discussion and renumbered it as #10.6.

Regarding Item #5-12, October 19, 2007 Joint MAC / Board Meeting, Director Tavantzis requested that the Board have an opportunity to review the Short Range Transit Plan Administrative Draft prior to it being presented publicly at a Board meeting.

**ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR BEAUTZ**

**Approve the remainder of the Consent Agenda.**

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

**REGULAR AGENDA**

6. **PRESENTATION OF EMPLOYEE LONGEVITY AWARDS: None**
7. **PUBLIC HEARING REGARDING THE YIELD TO BUS PROGRAM, AND CONSIDERATION OF ADOPTION OF A RESOLUTION AUTHORIZING THE REINSTATEMENT OF THE YIELD TO BUS PROGRAM EFFECTIVE FEBRUARY 1, 2008**

**Summary:**

Mark Dorfman reported that information regarding a public education campaign was requested at the last meeting. VTA is not planning any type of campaign, so METRO will have to do it alone. Also, METRO's maintenance department requires more time to reinstate the yield signs on the

**5-10.11**

buses, so staff is recommending an implementation date of March 1, 2008 rather than February 1, 2008.

Margaret Gallagher showed preliminary graphics being considered for advertising the program. Some Directors approved of the otter character because it is a local theme and suggested that the yield triangle be included in all of the ads to associate them with the triangles on the back of the buses.

Mark Dorfman added that the advertising would be bi-lingual and there would be Public Service Announcements as well.

**DIRECTOR TAVANTZIS OPENED THE PUBLIC HEARING AT 9:29 A.M.**

There were no public comments.

**DIRECTOR TAVANTZIS CLOSED THE PUBLIC HEARING AT 9:30 A.M.**

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY**

**Adopt a Resolution reinstating the Yield to Bus Program effective March 1, 2008 pursuant to AB 1492 enacted by the California State Legislature and signed into law by the Governor and commend staff on developing a marketing campaign**

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

**8. CONSIDERATION OF RESOLUTION REVISING FY 08 OPERATING BUDGET**

**Summary:**

Angela Aitken reported that this revision is needed because training dollars that the Board approved in March 2007 were erroneously not brought forward to the current budget.

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

**Adopt Resolution revising FY 08 Operating Budget**

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

**9. CONSIDERATION OF APPROVAL OF A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 1211 RIVER STREET, SANTA CRUZ, CALIFORNIA FOR THE AMOUNT OF \$775,000 PLUS FEES AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE DOCUMENTS NECESSARY TO CONCLUDE THE ACQUISITION**

**Summary:**

Mark Dorfman reported that this is the final step in the procurement of property located at 1211 River Street.

**5-10.12**

**Discussion:**

Director Spence pointed out an error on page #9.2 of the Staff Report in the third bullet, which lists the property address as 110 Vernon Street, rather than 1211 River Street.

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

**Adopt a Resolution authorizing the purchase of the property located at 1211 River Street, Santa Cruz, California for the amount of \$775,000 plus fees and authorize the General Manger to execute documents necessary to conclude the acquisition**

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

**10. CONSIDERATION OF REPORT REGARDING INCIDENT ON JANUARY 7, 2008 ON PARACRUZ AND RECOMMENDATIONS TO REVISE THE POLICY FOR SAME DAY SERVICE CHANGES**

**Summary:**

Wally Brondstatter reported because the existing policy does not allow for same day changes, a passenger was not taken to a new location or returned home by ParaCruz when it was discovered that a doctor's office had moved.

Based upon this incident, a review of the policy was conducted. Staff is proposing a series of changes for cases such as this including ParaCruz will first offer the option of returning the rider back to their home. Further, staff is recommending establishing a similar policy to what is done at VTA, where same-day paratransit rides are available on a space available basis at an additional cost. Until the Board has revised and approved the policy modifications, ParaCruz has implemented an internal procedure where there will always be a Manager-on-duty that can be contacted by dispatch to make the decision on whether to modify the trip request. Finally, staff is recommending that a Public Hearing on these proposed modifications be held on March 28, 2008 and that input be received from both MAC and E&D TAC.

**Discussion:**

The Board commended staff for acting on this and implementing an interim procedure so quickly. There was a discussion about METRO's responsibility regarding confirming current drop off addresses and whether or not the actual policy needs to be modified or if simply adding another level with a Manager-on-duty to make decisions on a case-by-case basis would address these types of situations.

Director Tavantzis requested that staff report back to the Board after six months regarding how often this type of situation occurs and the impact on other passengers. Wally Brondstatter added that an exception report has also already been implemented in order for ParaCruz to track these types of occurrences.

**5-10.13**

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

**Approve the interim internal procedure of having a Manager-on-duty to decide on a case-by-case basis whether to modify trip requests and set a Public Hearing for March 28, 2008**

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

**10.5 CONSIDERATION OF APPROVAL OF TITLE CHANGES TO THE CLASS SPECIFICATIONS OF BASE SUPERINTENDENT, PARATRANSIT ADMINISTRATOR AND PARATRANSIT SUPERINTENDENT**

Previously Item #5-18, pulled from the Consent Agenda for discussion.

**Summary:**

Robyn Slater reported that the proposed title changes are intended to provide clarity within the organizational structure of the Operations Department and more clearly identify the reporting structure.

**Discussion:**

Director Spence asked if the attached Organizational Chart was current and questioned why the Accessible Services Coordinator position was shown in the Paratransit department because she believes it is more of a Fixed-Route position as it was under the previous Operations Manager. Robyn Slater replied that the chart was current and Mark Dorfman added that Ciro Aguirre, the current Operations Manager, set the positions as he sees the department functioning in an efficient manner.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY**

**Approve title changes to the following Class Specifications: Base Superintendent to Fixed Route Superintendent, Paratransit Administrator to Paratransit Superintendent, and Paratransit Superintendent to Assistant Paratransit Superintendent**

**Discussion:**

Bonnie Morr suggested that Fixed Route have an additional administrator position and was reminded by Director Tavantzis that this comment was off topic of the Staff Report.

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

**10.6 ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF OCTOBER, NOVEMBER & DECEMBER 2007**

Previously Item #5-15, pulled from the Consent Agenda for discussion.

5-10.14

**Discussion:**

Director Hagen reiterated his previous concern that he feels the Call Stop Audits are not distributed equally and that Watsonville routes are overlooked.

Margaret Gallagher replied that this report includes both on-board auditing and external auditing performed at transit centers. The auditors were instructed to perform certain percentages of audits equal to the percentages of service provided in the four main areas of Santa Cruz County.

Ms. Gallagher offered to bring additional Call Stop Audit distribution options back for the Board to consider including by ridership, by stops and by service distribution. It was noted that the column indicating why stops were not called was not included in this report and requested by the Board that it be included going forward.

**ACTION: MOTION: DIRECTOR HAGEN SECOND: DIRECTOR BEAUTZ**

**Accept and file Call Stop Audit Report for the period of October, November, and December 2007. Direct staff to bring additional Call Stop Audit distribution options back to the Board for consideration**

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

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

Margaret Gallagher reported that the Board would have a conference with its Legal Counsel regarding the workers compensation claim of Richard Dollente; a conference with its Legal Counsel regarding two cases of Anticipated Litigation; and a conference with its Legal Counsel regarding the Tort Claim of Judith Boes, which was moved to Closed Session from today's Open Session agenda.

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

None.

**SECTION II: CLOSED SESSION**

Director Tavantzis adjourned to the Special Meeting at 10:15 a.m., followed by Closed Session and reconvened to Open Session at 11:25 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**13. REPORT OF CLOSED SESSION**

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

**ADJOURN**

**5-10.15**

There being no further business, Director Tavantzis adjourned the meeting at 11:26 a.m.

Respectfully submitted,

CINDI THOMAS  
Administrative Services Coordinator

DRAFT

5-10.16

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## SPECIAL Open Session Minutes- Board of Directors

January 25, 2008

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, January 25, 2008 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Director Tavantzis called the meeting to order at 10:15 a.m.

### SECTION I: OPEN SESSION

#### 1. ROLL CALL:

##### DIRECTORS PRESENT

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

##### DIRECTORS ABSENT

Dale Skillicorn  
Ex-Officio Donna Blitzer

##### STAFF PRESENT

Angela Aitken, Finance Manager  
Wally Brondstatter, Acting Paratransit Super  
Frank Cheng, MetroBase Project Manager  
Mark Dorfman, Assistant General Manager  
Mary Ferrick, Fixed Route Superintendent

Margaret Gallagher, District Counsel  
Robyn Slater, Human Resources Manager  
Tom Stickel, Maintenance Manager  
April Warnock, Acting Paratransit Asst. Super

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

Bonnie Morr, UTU

#### 2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Margaret Gallagher reported that the Board would have a conference with its Real Property Negotiators regarding property located at 425 Front Street, Santa Cruz.

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

None.

5-10.17

**SECTION II: CLOSED SESSION**

Director Tavantzis adjourned to Closed Session at 10:16 a.m. and reconvened to Open Session at 11:25 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

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

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

**5. CONSIDERATION OF FILING A NOTICE OF INTENT FOR PACIFIC STATION RENOVATION PROJECT WITH THE DEPARTMENT OF TOXIC SUBSTANCE CONTROL**

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

**Continue this Item to the February 8, 2008 Board Meeting**

**Motion passed unanimously with Director Skillicorn being absent.**

**ADJOURN**

There being no further business, Director Tavantzis adjourned the meeting at 11:26 a.m.

Respectfully submitted,

CINDI THOMAS  
Administrative Services Coordinator

**5-10.18**

**REVISED**  
**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**October 26, 2007**

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, October 26, 2007 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Tavantzis called the meeting to order at 11:10 a.m.

**Director Spence left the room immediately prior to this meeting being called to order and did not return until after this meeting was adjourned.**

**SECTION I: OPEN SESSION**

**1. ROLL CALL:**

**DIRECTORS PRESENT**

Jan Beautz  
Dene Bustichi  
Donald Hagen  
Michelle Hinkle  
Kirby Nicol  
Emily Reilly  
Mike Rotkin  
Dale Skillicorn  
Mark Stone  
Marcela Tavantzis

**DIRECTORS ABSENT**

Pat Spence  
Ex-Officio Donna Blitzer

**STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Angela Aitken, Finance Manager  
Pat Aviles, Asst Human Resources Manager  
Wally Brondstatter, Acting Paratransit Administrator  
Mark Dorfman, Assistant General Manager  
Mary Ferrick, Base Superintendent

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

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

Adela Bates, Customer Service Representative  
Ceil Cirillo, City of Santa Cruz RDA  
Paul Marcelin-Sampson, Transit User  
Ian McFadden, Transit Planner

Steve Paulson, Retiree  
Bob Yount, MAC

**5-10.19**

2. **CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH ARNTZ BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE SERVICE BUILDING TO DECEMBER 31, 2007, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007**

**Summary:**

Les White reported that the current purchase order with Arntz Builders expires on October 31, 2007 and in order to continue to pay invoices, it is recommended that the Board authorize an amendment to the contract extending the expiration date to December 31, 2007, while maintaining the construction completion date of January 9, 2007.

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

**Approve an amendment to the contract with Arntz Builders, Inc. that extends the contract expiration date to December 31, 2007, while maintaining the construction completion date of January 9, 2007**

**Motion passed unanimously with Director Spence being absent.**

3. **REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

Chair Tavantzis reported that the Board would have a conference with its Legal Counsel regarding one case of anticipated litigation.

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

None.

**SECTION II: CLOSED SESSION**

Chair Tavantzis adjourned to Closed Session at 11:15 a.m. and reconvened to Regular Open Session at 12:01 p.m.

**SECTION III: RECONVENE TO OPEN SESSION**

5. **REPORT OF CLOSED SESSION IF ANY**

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

**ADJOURN**

There being no further business, Director Rotkin **Chair Tavantzis** adjourned the meeting at 9:06 a.m. **12:01 p.m.**

5-10.20

Respectfully submitted,

CINDI THOMAS  
Administrative Services Coordinator

DRAFT

5-10.21

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008  
**TO:** Board of Directors  
**FROM:** Mark J. Dorfman, Assistant General Manager  
**SUBJECT:** UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- UCSC Winter service began on January 8, 2008
- There were nine (9) school-term days for December 2007 versus five (5) school-term days for December 2006.
- Overall UCSC trips increased by 67.4%
- Student trips for December 2007 increased by 80.8% versus December 2006.
- Faculty/staff trips for December 2007 decreased by (2.9%) versus December 2006.
- Revenue received from UCSC for December 2007 was \$141,630.11 versus \$76,128.86 for December 2006, an increase of 86.0%.

## III. DISCUSSION

Staff/faculty ridership continues to decline, even though there are five more school-term days December 2007 compared to December 2006. The reasons for the decline are unknown.

UCSC has decided to retain Route 27x for the remainder of the year. This new express route is average 256 passengers per day or 32 passengers per trip. Overall, average weekday ridership was up 80% for December 2007 compared to December 2006. The reason is that in 2006 UCSC school-term service operated only five days in December. Four of those five days occurred during Finals where there is always a significant drop in ridership. This year there were nine school term days. Again, four of those nine days were Finals leaving five days of regular school-term service. This is further illustrated in the "Average Student Ridership per School-Term Day" column in the UC ridership chart (Attachment A).

5-11.1

**IV. FINANCIAL CONSIDERATIONS**

NONE

**V. ATTACHMENTS**

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

5-11.2

### UC Ridership Chart

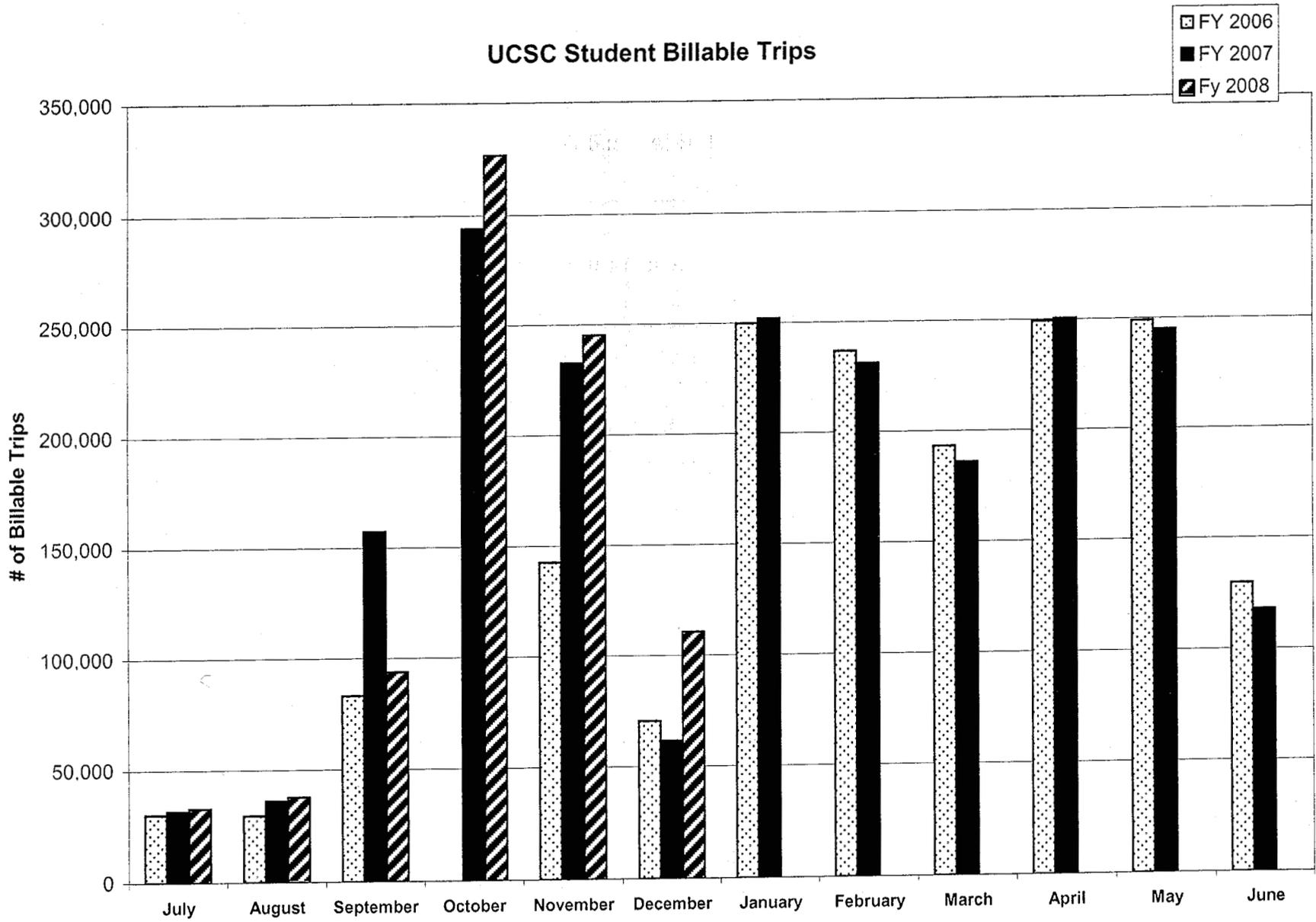
Dec-07	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School Term Day			Average Faculty/Staff Ridership <i>Per Weekday</i>		
	FY 2007	FY 2006	%	FY 2007	FY 2006	%	FY 2007	FY 2006	%	FY 2007	FY 2006	%
Regular Service	110,576	61,157	80.8%	11,376	11,711	-2.9%	11,456.9	7,665.0	49.5%	498.2	518.9	-4.0%
Supplemental	1,865	2,581	-27.7%	93	172	-45.9%	207.2	516.2	-59.9%	10.3	34.4	-70.0%
Night Owl	2,754	1,228	124.3%	21	22	-4.5%	140.4	142.8	-1.7%	0.9	1.1	-20.5%
27x	1,745	-	n/a	125	-	n/a	91.8	-	n/a	6.6	-	n/a
<b>TOTAL</b>	<b>116,940</b>	<b>64,966</b>	<b>80.0%</b>	<b>11,615</b>	<b>11,905</b>	<b>-2.4%</b>	<b>11,896.3</b>	<b>8,324.0</b>	<b>42.9%</b>	<b>515.9</b>	<b>554.4</b>	<b>-6.9%</b>

*\* There were 9 school-term days in December 2007 versus 5 school-term days in December 2006.*

5-11.a1

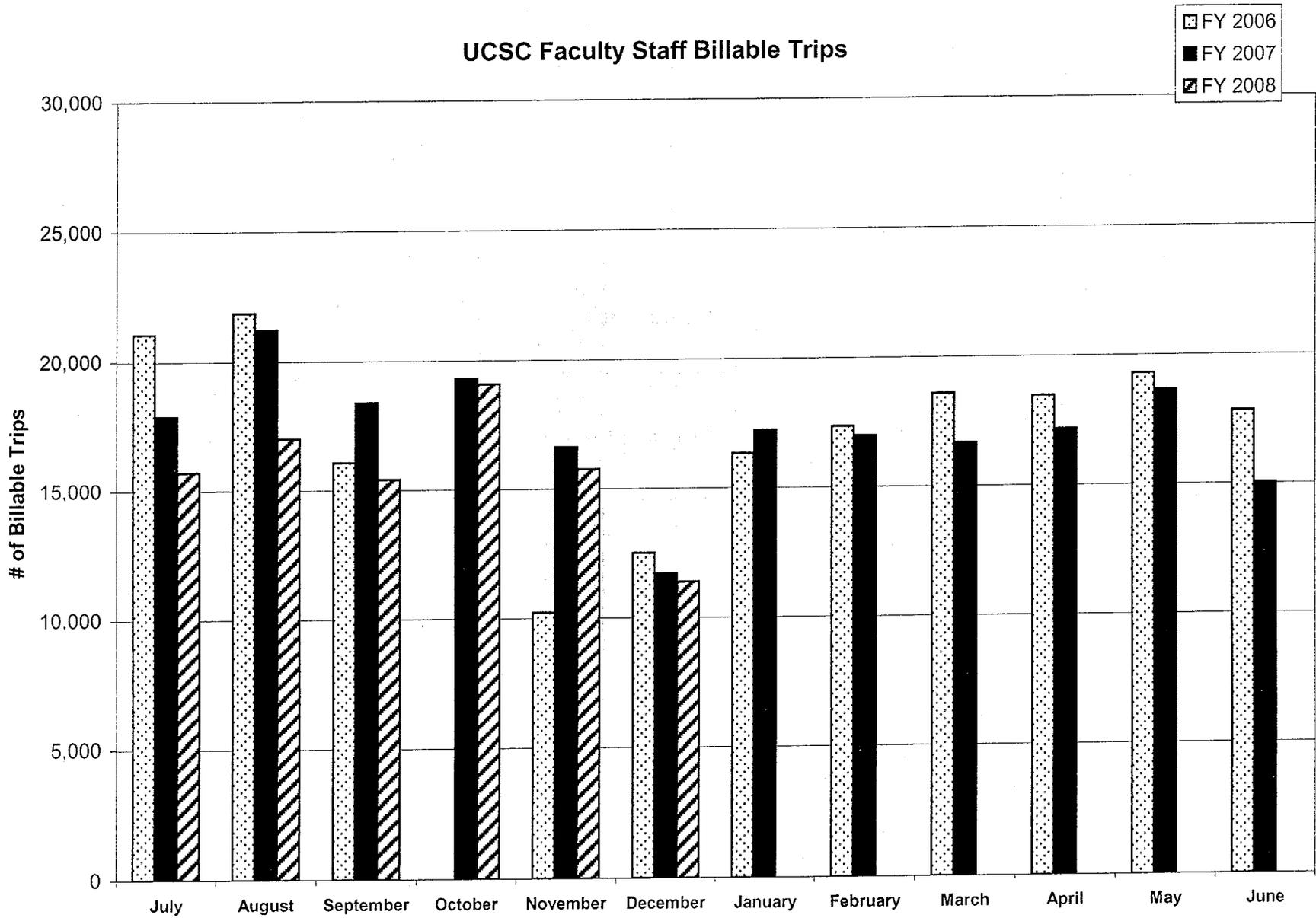
Attachment A

5-11.61



Attachment B

### UCSC Faculty Staff Billable Trips



5-11.21

Attachment C

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008

**TO:** Board of Directors

**FROM:** Mark J. Dorfman, Assistant General Manager

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

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

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

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

## V. ATTACHMENTS

**Attachment A:** Minutes of the January 10, 2008 Regular SCCRTC Meeting

**Attachment B:** Minutes of the January 24, 2008 Transportation Policy Workshop

5-12.1

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

Draft Minutes

Thursday,  
January 10, 2008  
9:00 a.m.

Santa Cruz City Council Chambers  
809 Center Street  
Santa Cruz CA 95060

The meeting convened at 9:10 am.

1. Roll Call

Members Present:	Jan Beautz	Ellen Pirie
	Dene Bustichi	Emily Reilly
	Tony Campos	Antonio Rivas
	Neal Coonerty	Dale Skillicorn (Alt.)
	Randy Johnson	Mark Stone
	Kirby Nicol	Marcela Tavantzis
	Aileen Loe (ex-officio)	

Staff Present:	George Dondero	Yesenia Parra
	Luis Mendez	Kim Shultz
	Gini Pineda	Cory Caletti
	Rachel Moriconi	Karena Pushnik

2. Oral Communications

**Jack Nelson** made an analogy between attitudes of most people regarding recycling before it was mandated by local jurisdictions and was strictly voluntary, and current attitudes about developing alternative transportation modes. He encouraged the Commission to be leaders and support non-auto centered transportation modes, predicting that over time people will accept the idea as the norm.

**Bill Tysseling**, Santa Cruz Chamber of Commerce, said that the Santa Cruz Chamber of Commerce is very interested in continuing to work with the Commission to place a transportation sales tax measure on the November 2008 ballot and is concerned about the timing of a ballot measure, because as state and federal funding becomes less available, sales taxes will be proposed to replace the lost funding.

He said that the transportation sales tax should be put on the ballot sooner rather than later in order not to be negatively impacted by other sales taxes measures that might be proposed as time goes on.

**Christy Kirven** noted that trains worked well in the past and asked the Commission to take the lead in supporting passenger rail.

3. Additions or Deletions to Consent and Regular Agendas

Executive Director George Dondero said that there were replacement pages for Item 6, and add-on pages for Items 20 and 25. He said that there would be no Closed Session.

Commissioner Coonerty asked to pull Item 17a and b from the Consent Agenda. Chair Campos designated the Items as 26a and b.

**CONSENT AGENDA (Coonerty/Reilly)**

4. Approved Minutes of the December 6, 2007 Regular SCCRTC Meeting
5. Approved Minutes of the December 20, 2007 Transportation Policy Workshop Meeting

POLICY

No Consent Items

PROJECTS and PLANNING

No Consent Items

COMMISSION BUDGET AND EXPENDITURES

6. Accepted Information Item Regarding Transportation Development Act Claims from the Volunteer Center and Community Bridges

ADMINISTRATION

5-12.a2

7. Approved Staff Recommendation Regarding Appointment to the Bicycle Committee
8. Approved Staff Recommendation Regarding Adopting an Employee Voluntary Time Bank Policy

## COMMITTEE MINUTES

9. Accepted Draft Minutes of the December 13, 2006 Budget and Administration / Personnel Committee Meeting
10. Accepted Draft Minutes of the October 15 and November 12, 2007 Bicycle Committee Meetings
11. Accepted Draft Minutes of the December 11, 2007 Elderly and Disabled Transportation Advisory Committee

## INFORMATION/OTHER

12. Accepted Monthly Meeting Schedule
13. Accepted Correspondence Log
14. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
  - a. Letter to the City of Santa Cruz Regarding Initial Study for the New Leaf Community Market Project
  - b. Letter to the City of Santa Cruz Regarding Initial Study for the Murray Street Bridge Seismic Retrofit Project
15. Accepted Letters from SCCRTC Committees and Staff to Other Agencies
  - a. Letter from Staff to the California Transportation Commission Regarding Regional Transportation Plan Guideline Revisions Related to AB32 Implementation
  - b. Letter from the Bicycle Committee to the California Coastal Commission Regarding Support for the East Cliff Drive Reconstruction Project
  - c. Letter from the Bicycle Committee to Caltrans Regarding Support for Bicycle Transportation Account Applications for the San Lorenzo River Bicycle/Pedestrian Bridge Spurs Project and the San Lorenzo River Trestle Bridge Connection Project
  - d. Letter from the Bicycle Committee to the RTC Regarding Appreciation for the Open House

5-12.a3

- e. Letter from the Bicycle Committee to the City of Santa Cruz Regarding Support for the San Lorenzo River Bike/Pedestrian Bridge
  - f. Letter from the Bicycle Committee to the City of Santa Cruz Regarding Bicycle Facilities on King Street
16. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
17. Accept Information Items - Moved to Regular Agenda as Item 26a and 26b.
- a. Letter from the County of Santa Cruz Regarding Highway 1 Northbound Off Ramp at Soquel Drive - Commercial Way Access
  - b. Letter from Staff to Peter Scott Regarding Request for Information on Traffic Operations Data Generated Through the Highway 1 HOV Lane Environmental Impact Report and the Regional Travel Demand Model

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

No Consent Items

#### REGULAR AGENDA

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

Executive Director Dondero said that the City of Santa Cruz would celebrate its designation by the League of American Bicyclists as a Silver Level Bicycle-Friendly Community with events on Tuesday, January 22. He said that the state budget would be released today and that it would probably be discussed at the next Transportation Policy Workshop (TPW). He said that he and Senior Planner Karena Pushnik will attend the annual Transportation Research Board meeting in Washington DC and meet with federal legislators and their staff. He added that the Commission's state and federal legislative analysts will attend the February 7 Commission meeting.

20. Caltrans Report

Aileen Loe, Caltrans District 5, said that the Construction Projects Report provided at the beginning of the meeting is correct. She provided information regarding the Caltrans

5-12.24

Climate Action Program, noting that the key features were the interaction of infrastructure, technology and people.

In response to a question asked by Commissioner Rivas about the status of portland cement, Ms. Loe said that one of the technical components of their program was to reduce the percentage of limestone used in cement and that Caltrans was currently using 25% flyash without compromising the durability of the cement.

21. Final 2008 State and Federal Legislative Agenda and 2007 Update

Senior Planner Rachel Moriconi presented the staff report stating that staff, working with the Commission's state and federal legislative analysts, monitors legislation throughout the year. Key legislative issues for the state agenda include the budget deficit, insufficient funds for transportation making it very important to raise funds and to use them more creatively, and concerns over climate change and global warming. On the federal level, Ms. Moriconi said that there are shortfalls in the Highway Trust Fund and that staff is monitoring the reauthorization of the federal transportation law.

She addressed Proposition 91 which is on the February statewide ballot, and explained that most of the protections to safeguard revenues from state gasoline sales taxes were already written into Proposition 1A which was approved in November 2006.

In a response to a question from Commissioner Beautz, Ms. Moriconi said if Proposition 91 is approved by the voters, the Governor could still divert gas sales taxes to the General Fund, but that there would be more stringent guidelines regarding repayment. The downside, she added, is that if Proposition 91 passes, the legislature could lower transportation funding overall.

Commissioner Coonerty said that he would like to add to the climate change provision of the proposed state agenda that the Commission supports requiring that automakers make more fuel efficient cars.

Commissioner Coonerty moved and Commissioner Rivas seconded to approve the staff recommendations to adopt the proposed State and Federal Legislative Agendas with the addition suggested by Commissioner Coonerty.

5-12.a5

The motion passed unanimously.

22. Article 8 Transportation Development Act (TDA) Allocation Request from the City of Santa Cruz for Bicycle Improvement Projects

Senior Planner Cory Caletti presented the staff report noting the new claim form developed by staff in response to requests from the Commission for additional information and analysis of TDA projects and asked for feedback on the claim form.

Responding to Commissioner Johnson's question about what constituted "minor improvements", City of Santa Cruz Public Works Director Mark Dettle said that requests come in daily, usually for repairs to potholes or pavement for the 30 miles of bikeways in the City.

After a brief discussion about TDA funding for other local jurisdictions, Commissioner Pirie moved and Commissioner Beautz seconded to approve the Bicycle Committee and staff recommendations that the Regional Transportation Commission approve a resolution approving the City of Santa Cruz's FY 2007/2008 Transportation Development Act (TDA) Article 8 allocation request for \$20,000 for Bikeway Striping and Minor Improvements.

A roll call vote was taken and Commissioners Beautz, Campos, Coonerty, Johnson, Nicol, Pirie, Reilly, Rivas and Stone voted "aye". (Resolution 11-08)

23. Highway 1 HOV Lane Project Contract Amendment with Nolte Associates

Executive Director George Dondero provided the staff report noting that the cost increase is consistent with funds programmed and available in the 2006 State Transportation Improvement Program (STIP). He added that, before entering into a contract, the Nolte team, working with Caltrans and RTC staff, developed strategies to minimize the project scope and reduce the initial budget from \$9 million to \$6.25 million by reducing the engineering design work from a 35% level to a 15% level and by using existing surveys to decrease the overall time for completing the environmental review process. Mr. Dondero said that Caltrans is not embracing the 15% design level approach and that costs are affected by the increased design work. He introduced Chris

5-12.26

Metzger, Nolte, to provide additional information regarding the need to increase the contract costs and to extend its duration.

Chris Metzger said that Nolte has adjusted the scope of work several times and reallocated budgets in order to keep the project moving. He said that there were a number of setbacks and unexpected changes in the scope of services resulting in delays and cost increases. These included surveying existing structures in the central section of Highway 1 and finding that they were not up to geometric standards; a one-year delay in the release of the Regional Traffic Demand Model produced by AMBAG; reassessment of the location of three proposed bicycle/pedestrian crossings; and a delay of archaeological excavation until after a preferred alternative has been selected, thereby extending the project schedule and management activities. In addition, items were added to the scope of work including the use of sustainable design elements; the need to address climate change in the environmental document; and designing geometry for more than one alternative. He said that the time to get from a draft environmental document to a final one is increasing.

Commissioners discussed the cost increases and the need for more information. Some Commissioners expressed concern that the increases were too high and that the changes should have been foreseen. Commissioner Beautz pointed out that the consultants were asked to perform several tasks not included in the original scope of work and that Caltrans' reluctance to agree to a lower level of engineering design resulted in extra environmental work.

Commissioner Nicol moved and Commissioner Rivas seconded to continue the item.

After continued discussion, Commissioner Pirie noted that there are two staff recommendations and that the first recommendation is for funds already programmed in the 2006 STIP. She asked to separate the recommendations in order to move ahead.

Commissioners Nicol and Rivas accepted the suggestion as a friendly amendment.

Commissioner Pirie asked when the RTC staff could provide the information requested by the Commission. Mr. Dondero said that approximately in two months.

5-12.07

The motion was restated to:

1. Approve a resolution authorizing Contract Amendment No. 4 with Nolte Associates to increase the contract value by \$1,475,000 for a total amount not to exceed \$8,000,000, consistent with funds programmed and available in the 2006 State Transportation Improvement Program (STIP), and to extend the duration of the contract to June 30, 2010 (Resolution 12-08); and
2. Direct staff to bring back detailed information to the Commission at a future date regarding programming additional funding in the 2008 Regional Transportation Improvement Program (RTIP) for the Highway 1 HOV Lanes Project to address the remaining funding shortfall for consulting services.

The motion passed unanimously

24. Draft 2008 Regional Transportation Improvement Program

Senior Planner Rachel Moriconi presented the staff report saying that staff evaluated seven regionally significant and eight local projects that need funding according to previously established criteria and recommended funding for the Highway 1/HOV Lanes Project Approval/Environmental Document, the Highway Soquel/Morrissey Auxiliary Lanes Project, the Freeway Service Patrol, the Regional Rideshare Program and several local projects, including \$1.48 million to the Corralitos area. She said that regarding the HOV Lane Project, the Commission could program the funding but not release the funds if the Commission decided that the designated amount could be reduced. Ms. Moriconi added that a public hearing was needed before action on programming the funds could be taken.

Commissioner Nicol moved and Commissioner Pirie seconded to approve the staff recommendations that the Regional Transportation Commission:

1. Review the preliminary draft staff recommendations for programming projected 2008 State Transportation Improvement Program (STIP) funds and proposed amendments to other projects;
2. Notify staff if additional information is needed on any of the recommendations; and

5-12.28

3. Schedule a public hearing for the February 7, 2008 RTC meeting to receive public input on and adopt the 2008 *Regional Transportation Improvement Program* (RTIP).

Ms. Moriconi clarified that unused funding for the Highway 1/HOV Lanes Project could be added to existing projects.

Aileen Loe, Caltrans, said that Caltrans will be discussing opportunities to move the Scott and Waddell replacement projects forward.

The motion passed unanimously.

25. Development of the Expenditure Plan for a November 2008 Ballot Measure

Executive Director George Dondero presented the staff report stating that one of the highest priorities is to agree on an expenditure plan. He provided data about how other agencies determined their taxing authorities and information regarding the number of attempts different counties made before obtaining voter approval for a sales tax measure.

Commissioner Coonerty asked if proposals substantially changed between ballot measures in these counties. Mr. Dondero said he would report back with the information.

Mr. Dondero said that an oversight committee is an important element to gain voter approval and provided information on committees in other counties. He said that staff is developing language regarding greenhouse gas emissions which will be presented at the January Transportation Policy Workshop.

Regarding the campaign which will be needed to garner voter support of the measure, Mr. Dondero referred to letters from Ecology Action which indicated that they were not ready to support any of the proposed plans. He said that one reason is that they are looking to the Commission for leadership. He also addressed a letter from the Business Council who voted not to support a ballot measure at this time, even though the ballot measure is still to be defined. He cautioned against using poll results too early in the process or giving too much credence to them.

5-12.a9

Commissioners discussed the taxing authority emphasizing that the voters will need to know that the money will be used for what it is intended. Mr. Dondero agreed that a firewall protecting the funds is important, but that there needs to be some flexibility for bonding.

Commissioners expressed concern that there is no entity willing to organize a campaign. Mr. Dondero repeated that Commission leadership is key to achieving commitment from the business community to support a campaign to pass the measure. He added that the Commission could stop the process as late as August if it still seemed that there was not enough public support. He said that educating the public was important for people to understand how transportation funding worked and how counties that taxed themselves could leverage other funds more easily.

Commissioners discussed the proposed plans and whether voting for a plan that differed from the one approved by the Transportation Funding Task Force would lose public support.

Commissioner Beautz moved and Commissioner Bustichi seconded to accept the expenditure plan recommended by the Task Force.

Commissioners continued to discuss whether the Task Force recommendations were representative of the priorities of the community as a whole. Commissioner Stone noted that when looking at the plans, the Commission should also be looking at what can be leveraged from other sources and that \$50 million for the rail could be leveraged more effectively than a smaller amount. He said that money for the highway could be leveraged, even if reduced somewhat to provide funding for local roads, and that support for local projects resonates well with the voters.

Commissioners expressed their opinions about whether tweaking the Task Force's plan would alienate people that the Task Force represented, whether it was disrespectful of the 27 months of work performed by the Task Force and the definition of the charge of the Task Force, which was not to necessarily craft a sales tax measure, but to advise the Commission which would be responsible for presenting a measure to the Board of Supervisors for their approval.

Commissioner Reilly said that the measure will be very difficult to pass and opposed the motion to move forward.

5-12.910

Commissioner Nicol called the question.

It was clarified that the motion is to adopt the TFTF expenditure plan.

Public comment was heard.

**Jack Nelson** said that the proposed plans were only coating the pill of widening Highway 1 with things that tax payers will approve. He said that Transportation Demand Management provides options for congestion relief and that the Campaign for Sensible Transportation has developed a ballot measure that he would support.

**Mike Keogh** said that he would support a measure to widen the highway with some money for local roads and streets.

**Bruce Sawhill** Friends of the Rail Trail, said that he does not think that there is political will to support any of the proposed expenditure plans and that the only slam dunk would be a streets only plan. He added that the Commission should continue with buying the railroad.

The motion passed with a 7 to 5 vote with Commissioners Stone, Coonerty, Campos, Pirie, and Reilly voting "no".

Commissioner Beautz said that this vote was only regarding the first of the staff recommendations which was concerned with adopting an expenditure plan. She said she would like to register a "no" vote on the second recommendation.

Commissioner Stone moved that staff come back with more information on the second recommendation regarding the taxing authority. Commissioner Reilly seconded and the motion passed unanimously.

Commissioner Beautz moved and Commissioner Nicol seconded to approve the staff recommendation that the Regional transportation Commission approve including an oversight committee in a November 2008 Transportation sales Tax Measure and direct staff to return to the RTC with potential committee composition options.

The motion passed unanimously.

26. Review of Items to be Discussed in Closed Session - N/A

5-12.211

## 26 a and b - Accepted Information Items - Formerly Item 17

- a. Letter from the County of Santa Cruz Regarding Highway 1 Northbound Off Ramp at Soquel Drive - Commercial Way Access
- b. Letter from Staff to Peter Scott Regarding Request for Information on Traffic Operations Data Generated Through the Highway 1 HOV Lane Environmental Impact Report and the Regional Travel Demand Model

Regarding 26a, Commissioner Coonerty asked whether the Commission will proceed with the project if the Commercial Way access is closed and to be maintained informed regarding this issue. Commissioner Beautz said that there have been meetings with county staff and feels that Caltrans needs to be flexible. Director Dondero said that he can provide a status report in February and that the RTC, its consultants and the County are at an impasse with Caltrans. Senior Planner Kim Shultz said that there have been several iterations regarding this issue and that the Commission has requested to take the issue to higher level of Caltrans bureaucracy.

Regarding 26b, Commissioner Coonerty expressed concern that the Commission is not releasing complete information. Director Dondero said that the Commission is trying to keep within the law regarding an environmental document that is not complete and not yet public. He said that some of the information was approved by Caltrans for public release in aggregate, such as bar graphs which were drawn from data that Caltrans says cannot yet be released. He said that when the environmental document is released all the technical information going into the document can be released. He said the problem is in the level of detail regarding how much information can be released before the environmental document is complete and that the Commission cannot run contrary to the cooperative agreement with Caltrans.

Commissioners discussed whether releasing selected information items could lead to skewed information and if the Commission should post something to the website if all the data cannot be released.

Commissioner Nicol moved and Commissioner Rivas seconded to approve Items 26a and 26b, formerly Item 17 on the Consent Agenda. The motion passed unanimously.

5-12.012

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

**CLOSED SESSION -Removed from Agenda**

28. Conference with Labor Negotiators Pursuant to Government  
Code 54957.6

Commission Negotiators: Ellen Aldridge and George Dondero

Bargaining Units: Mid-Management Unit and General  
Representation Unit

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

30. Report on Closed Session - N/A

31. Next Meetings/Adjournment

The meeting adjourned 12:04 pm.

The next Transportation Policy Workshop is scheduled for  
Thursday, January 24, 2008 at 9:00 a.m. at the SCCRTC  
Offices, 1523 Pacific Avenue, Santa Cruz, CA.

The next SCCRTC meeting is scheduled for Thursday, February  
7, 2008 at 9:00 a.m. at Watsonville City Council Chambers,  
215 Union St., Watsonville, CA

Respectfully submitted,

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Gini Pineda, Staff

5-12.a13

ATTENDEES

Chris Metzger	Nolte
Parag Mehta	Nolte
Jack Nelson	
Bruce Sawhill	
Christy Kirven	
Bill Tysseling	Santa Cruz Chamber
Bill Comfort	
Sandra Coley	PVTMA
Peter Scott	CFST
Teresa Buika	UCSC
Cliff Walters	Sierra Railroad
John Presleigh	County Public Works

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5-12.914

REGIONAL TRANSPORTATION COMMISSION  
Transportation Policy Workshop

DRAFT MINUTES

Thursday, January 24, 2008

9:00 am

SCCRTC Conference Room

Santa Cruz, CA 95060

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

Members Absent:	Emily Reilly	Antonio Rivas
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1. Introductions

Self introductions were made.

2. Oral Communications

**Jack Nelson** said that people's belief systems do not allow them to try new solutions. He said that the Commission needs to set an example by trying new innovative traffic solutions.

3. Additions/Deletions to the Agenda

Executive Director George Dondero said that there would be no Closed Session for the Rail Line Acquisition.

4. Oral and Written Communications Regarding Closed Session - None

Commissioner Beautz arrived.

The Commission adjourned into Closed Session at 9:10 am.

**Closed Session**

Commissioner Campos arrived

5. Conference with Labor Negotiators Pursuant to Government Code 54957.6

a. Commission Negotiators: Ellen Aldridge and George Dondero

5-12.61

b. Bargaining Units: Mid-Management Unit Employees

The Commission reconvened into Open Session at 9:22 am.

Commissioner Johnson pulled Item 6 from the Consent Agenda.

**Consent Agenda (Tavantzis/Skillicorn)**

6. Update on the Governor's Fiscal Year 2008/09 Budget Proposal

Senior Planner Rachel Moriconi said that transportation funding survived the Governor's budget cuts because most transportation projects are not funded by the General Fund. She reported that the Governor proposed to fully fund Proposition 42 at \$1.5 billion. She also reported that there could be some changes when the budget is amended in May and that staff will continue to keep the Commission informed.

**Regular Agenda**

7. Transportation Sales Tax Measure Development for the November 2008 General Election

Executive Director George Dondero introduced Peter Schellenberger, Public Financial Management, who used a Power Point presentation, which was handed out to the Commissioners, to explain program policy and financial considerations when passing a sales tax measure.

Mr. Schellenberger added accountability and program equity to the Regional Transportation Plan Goals and Policies. He said that the ordinance needs to define the eligible uses of the sales tax revenues; that an independent taxpayer oversight committee is recommended; and that maintenance of effort, which states that the new revenues will augment, not replace exiting revenues, should also be stated in the measure.

Mr. Schellenberger cited examples of how allocation revenues were made in other regions in the state. He said that the transportation authority needed some flexibility in prioritizing projects in order to maximize project delivery or to take advantage of leveraged state and federal dollars. He explained the bonding process, and said that the only reason to borrow is to accelerate a project.

SCCRTC consultant Eileen Goodwin, Apex Strategies, added that when bonding for certain projects it is important to explain the benefits to the public and that bonding needs to be timed so that the money is expended within the time allowances of the bond. She said that this timing issue could result in several bonds at different times throughout the life of the sales tax.

Mr. Schellenberger wrapped up his presentation with examples of how other entities structured their plan implementation, saying that in most cases the tax authority is the

5-12.b2

same entity as the regional planning agency and that this approach usually results in a stronger more coordinated effort to compete for state and federal dollars.

Referring to the staff report, which included excerpts from both Sonoma and Santa Barbara Counties' sales tax measures, Commissioner Bustichi asked to see arguments that were presented against these measures.

Commissioner Tavantzis expressed concern that local projects that are not included in the Regional Transportation Plan would need RTC approval, affecting the ability of local jurisdictions to prioritize their projects.

**Peter Scott** said he would like to see information for ballot measures from other counties in addition to those included in the presentation. Senior Planner Karena Pushnik said that information for other ballot measures has been provided in the past and is available.

Responding to an issue posed by **Vic Marani**, Mr. Schellenberger clarified that financing costs for debt management resulting from bonding would be made public.

#### 8. Addressing Greenhouse Gas Emissions

Executive Director George Dondero presented the staff report stating that greenhouse gas emissions is an emerging topic in many states, that there are no clear methods to implement green house gas reduction strategies, and that a number of legislative, planning, and policy efforts are underway at the local, state and federal levels to address global warming.

Director Dondero referred to Attachment 1, a list from the Federal Highway Administration of strategies which can be implemented locally to reduce emissions including greenhouse gas emissions. He underscored that recommendations from the Transportation Management Report presented in December 2007 were listed among the strategies. He said that we are entering a new era in which the realities of greenhouse gas emissions cannot be ignored. He added that it might be a good time to revisit the 511 program which the public has embraced in other parts of the state.

After a short discussion, Commissioners decided to consider the staff recommendations separately. Commissioner Bustichi moved and Commissioner Tavantzis seconded to approve the first staff recommendation that the Regional Transportation Commission (RTC):

1. Direct staff to monitor and participate in local, state, and federal efforts to address global warming, including any required actions.

The motion passed unanimously.

Commissioners proceeded with discussion of potential green house gas emissions language and requirements (listed on page 8-4 of the staff report) for a sales tax measure. Commissioners expressed concerns with specific requirements, specifically land use

5-12.63

requirements. Commissioners emphasized that the ballot measure should be clear that the Commission will follow state and federal laws regarding emissions and climate change, and that there is a need to state that the Commission is committed to emissions reduction and to show it when competing for federal funds. Commissioners also discussed existing green construction practices for transportation projects, the importance of quantifying results and how road repair and rehabilitation reduces green house gas emissions.

**Vic Marani** said that the perception in the community is that hard and fast decisions will be made on February 7<sup>th</sup>. He said that talking endlessly and doing nothing is a waste of time and that the Commission needs to listen to what various groups, such as the Republican Party of Santa Cruz which he represented today, have to say.

Commissioner Campos agreed and suggested that Director Dondero make presentations to such groups and that he would accompany Mr. Dondero.

A motion was made (Stone/Pirie) that the RTC staff prepare general language regarding greenhouse gas emissions for the transportation sales tax measure using statements 1, 2 and 5 from page 8-4 of the staff report written as follows:

1. The Plan funded by this ballot measure shall be consistent with the California Global Warming Solutions Act of 2006 (AB 32).
2. Projects will comply with state and federal rules and regulations addressing GHG emission reduction as they are enacted or adopted by the responsible regulatory entity.
5. Encourage green construction practices in projects funded by the plan.

**Bill Malone** stated that he was favorably impressed with the discussion and asked if an EIR would have to be done before a measure was put on the ballot. Director Dondero said that one would be done.

**Jack Nelson** said that the central project which is the Highway 1 Widening/HOV Lanes Project will increase greenhouse gas and therefore a conflict with the Commission's stated goals. Commissioner Pirie said that the HOV lanes encourage the use of public transit.

The motion passed unanimously.

9. Oral and Written Communications Regarding Closed Session – N/A

**Closed Session** – Removed from Agenda

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

- a. Agency Negotiator: Kirk Trost, Miller, Owen & Trost
- b. Negotiation Parties: SCCRTC, Union Pacific

5-12.64

c. Under Negotiation: Price and Terms

11. Report on Closed Session – N/A

12. Next Meetings / Adjournment

The meeting adjourned at 11:30 am.

The next SCCRTC meeting is scheduled for Thursday, February 7, 2008 at 9:00 a.m. at the Watsonville City Council Chambers, 215 Union St., Watsonville CA

The next Transportation Policy Workshop is scheduled for Thursday, February 21, 2008 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA

Respectfully submitted,

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Gini Pineda, Staff

**ATTENDEES**

Tom Walsh  
Paul Elerick  
Peter Scott  
Robert Vallergera  
Michael Ponza  
Vic Marani  
Bill Comfort  
Bill Malone  
Cliff Walters  
Virginia Johnson

Senior Coalition  
CFST  
CFST  
Senior Coalition  
Senior Coalition  
Republican Party of Santa Cruz

5-12.65

**Santa Cruz METRO  
December 2007 Ridership Report**

ROUTE	Miles	Hours	Passes/ Free Rides	UC Student	UC Staff Faculty	Full Fare	Day Pass	Cash S/D Riders	S/D Day Pass	Cabrillo	Total Ridership	Passengers Per Mile	Passengers Per Hour	W/C	Bike
10	5,037.85	421.58	958	13,784	1,517	757	9	52	18	134	17,274	3.43	40.97	17	460
13	989.28	84.60	181	4,536	311	89	2	4	4	18	5,149	5.20	60.86	-	141
15	3,469.08	296.30	536	16,994	897	415	4	15	1	131	19,019	5.48	64.19	6	523
16	12,633.64	1,034.05	2,732	40,721	2,617	2,332	29	117	16	434	49,108	3.89	47.49	17	1,419
19	4,921.62	367.71	1,037	10,746	849	538	12	60	8	115	13,406	2.72	36.46	4	378
3	2,272.40	164.66	1,195	263	113	614	29	122	16	166	2,657	1.17	16.14	16	57
4	1,521.98	146.66	2,807	99	55	388	12	227	33	80	3,989	2.62	27.20	62	105
7	1,042.00	93.34	540	67	28	112	6	58	12	96	967	0.93	10.36	5	14
9	433.64	23.00	130	18	21	55	2	20	1	10	265	0.61	11.52	1	13
12A	123.28	8.55	2	332	41	16	1	1	-	3	399	3.24	46.67	-	16
20	5,917.26	394.37	1,186	9,174	670	875	16	99	5	241	12,454	2.10	31.58	7	384
27	632.52	54.00	29	1,745	125	16	-	1	-	4	1,923	3.04	35.61	-	76
31	2,131.64	109.66	798	268	99	609	10	26	1	80	1,944	0.91	17.73	11	75
32	714.84	42.34	241	9	4	187	1	6	-	18	495	0.69	11.69	-	14
33	349.02	16.10	108	-	-	71	-	1	-	4	201	0.58	12.48	-	2
34	195.44	12.36	167	-	-	101	-	-	-	1	271	1.39	21.93	-	5
35	37,777.05	1,894.36	18,594	758	411	13,035	280	1,082	157	1,336	36,189	0.96	19.10	39	1,455
40	2,536.48	98.99	735	24	9	643	44	49	12	26	1,567	0.62	15.83	-	47
41	2,971.35	123.33	439	133	69	599	6	22	2	92	1,403	0.47	11.38	-	116
42	3,424.70	125.84	383	112	36	388	1	52	3	68	1,064	0.31	8.46	1	94
53	1,113.60	78.66	479	1	8	239	7	54	7	35	857	0.77	10.89	52	22
54	2,186.70	126.66	354	17	13	278	8	42	4	84	811	0.37	6.40	5	21
55	2,697.20	183.34	1,176	17	19	585	19	111	16	971	2,943	1.09	16.05	60	45
56	2,105.80	93.00	472	9	7	215	6	31	2	253	1,009	0.48	10.85	10	11
66	6,530.78	560.84	6,538	841	365	5,901	121	700	55	613	15,514	2.38	27.66	115	392
68	4,961.12	408.51	4,514	850	306	3,349	92	332	30	319	9,966	2.01	24.40	89	244
68N	1,890.30	132.99	738	250	47	877	-	50	-	102	2,088	1.10	15.70	13	66
69	3,346.70	302.17	3,776	669	303	2,877	41	290	32	375	8,555	2.56	28.31	39	254
69A	14,532.19	780.16	8,813	740	505	10,012	153	1,002	122	619	22,631	1.56	29.01	218	594
69N	1,659.90	133.32	823	212	74	777	-	59	-	252	2,216	1.34	16.62	15	91
69W	14,100.52	784.67	9,045	918	449	9,887	143	948	76	2,541	24,638	1.75	31.40	157	826
70	2,158.58	177.50	1,797	137	74	1,127	25	139	22	1,912	5,344	2.48	30.11	28	186
71	48,570.81	2,777.17	22,302	1,555	952	24,344	291	2,777	219	7,027	61,356	1.26	22.09	404	2,441
72	5,261.20	254.34	1,312	6	29	1,238	39	220	17	133	3,072	0.58	12.08	10	26
74	3,240.08	188.34	810	-	33	1,353	14	158	17	68	2,518	0.78	13.37	19	9
75	6,586.20	397.50	2,342	27	29	2,878	59	392	53	221	6,215	0.94	15.64	38	85
76	2,102.96	110.83	382	1	11	372	13	43	14	7	875	0.42	7.89	7	14
79	1,569.26	91.66	1,033	7	51	602	25	163	43	126	2,118	1.35	23.11	52	14
88	798.48	80.01	346	5	1	5	-	1	-	2	4,232	5.30	52.89	-	3
91	5,398.60	223.67	1,501	132	111	1,409	51	82	18	625	4,139	0.77	18.50	3	232
UC Supplemental	722.05	45.21	16	1,865	93	28	-	3	-	3	2,008	2.78	44.41	-	34
Unknown			128	7	4	-	-	2	1	-	217			-	7
TOTAL	220,628.10	13,442.35	101,495	108,049	11,356	90,193	1,571	9,613	1,037	19,345	353,066			1,520	11,011

ROUTE	Monthly Pass	VTA/SC Day Pass	CalTrain	Full Fare	17 Day Pass	S/D Riders	ECO Pass	METRO	ECO Pass	RIDERSHIP	Passengers Per Mile	Passengers Per Hour	W/C	Bike	
17	43,782.62	1,414.68	6,820	42	50	7,972	98	1,283	5,612	102	17,242	0.39	12.19	44	902

Night Owl	2,708.00
TOTAL	2,708.00

December Ridership	373,016
December Revenue	\$ 205,357.65

S-13.1

**Santa Cruz METRO  
December 2006 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC		UC Staff		S/D		S/D		Cabrillo	Bike	Passes/ Free Rides
			Student	Faculty	Day Pass	Riders	W/C	Day Pass					
10	\$ 995.05	10,804	7,480	1,811	10	58	15	27	84	332	791		
13	\$ 110.10	2,008	1,700	152	4	7	-	-	3	41	85		
15	\$ 427.49	10,648	9,351	614	2	20	8	2	72	255	335		
16	\$ 3,407.69	30,999	22,864	2,978	39	161	22	39	316	915	2,685		
19	\$ 1,136.58	11,058	8,106	1,059	11	80	12	8	126	305	1,040		
3B	\$ 1,162.24	2,487	217	164	19	88	13	16	127	82	1,143		
4	\$ 1,043.81	3,624	65	18	13	176	41	32	97	66	2,513		
7	\$ 225.99	762	41	21	3	50	3	13	44	8	498		
9	\$ 312.80	391	11	30	12	8	-	1	-	-	171		
12A	\$ 17.85	267	215	37	2	2	-	-	-	6	7		
20	\$ 1,443.38	6,939	4,181	699	13	62	2	6	111	186	977		
31	\$ 1,168.86	1,475	34	50	12	17	3	1	25	56	606		
32	\$ 309.39	375	17	16	2	6	4	-	9	15	141		
33	\$ 217.40	402	1	-	-	-	-	-	-	-	246		
34	\$ 142.08	165	3	-	-	4	-	-	-	-	72		
35	\$ 24,432.59	34,727	599	402	301	959	16	164	701	1,073	17,750		
40	\$ 1,407.40	1,579	27	16	37	90	-	13	6	51	673		
41	\$ 796.40	1,185	97	69	12	42	3	4	51	64	467		
42	\$ 760.27	892	44	24	7	73	-	2	23	79	302		
53	\$ 505.89	712	2	12	6	69	16	5	20	10	331		
54	\$ 494.25	718	4	6	4	35	24	11	43	23	351		
55	\$ 1,368.42	2,968	1	13	22	131	55	20	801	54	1,280		
56	\$ 347.20	696	2	4	3	29	13	3	162	35	300		
66	\$ 9,891.31	14,427	603	295	108	555	83	74	453	348	6,595		
68	\$ 5,923.18	9,125	544	327	90	256	59	48	234	201	4,268		
68N	\$ 1,322.86	1,841	145	77	1	39	10	-	61	61	681		
69	\$ 5,986.43	9,580	599	422	62	367	71	46	262	329	4,451		
69A	\$ 17,018.61	21,816	584	444	110	1,020	175	128	459	643	8,869		
69N	\$ 1,122.22	1,883	131	102	-	32	12	2	161	78	756		
69W	\$ 16,000.14	22,713	694	543	132	965	144	90	1,527	699	9,337		
70	\$ 1,410.30	3,232	75	45	13	88	23	13	993	103	1,168		
71	\$ 44,165.38	56,890	1,029	1,021	372	2,599	326	244	4,372	2,104	21,003		
72	\$ 2,919.51	3,253	14	38	39	202	22	17	96	57	1,198		
74	\$ 2,367.35	2,346	5	10	11	123	17	11	66	16	645		
75	\$ 6,175.01	6,689	24	38	63	415	46	56	143	82	2,397		
76	\$ 637.36	709	3	8	10	65	5	12	3	15	287		
79	\$ 1,308.59	1,704	5	15	37	135	56	39	60	9	821		
88	\$ 29.00	4,286	9	-	1	4	5	1	9	7	234		
91	\$ 3,007.62	3,901	55	88	87	54	8	12	419	160	1,439		
UC Supplemental	\$ 33.50	508	419	31	-	-	-	-	10	6	25		
Unknown	\$ 118.59	204	50	3	1	8	5	-	7	12	71		
<b>TOTAL</b>	<b>\$ 161,670.09</b>	<b>290,988</b>	<b>60,050</b>	<b>11,702</b>	<b>1,671</b>	<b>9,094</b>	<b>1,317</b>	<b>1,160</b>	<b>12,156</b>	<b>8,586</b>	<b>97,009</b>		

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 33,522.42	15,497	23	70	86	1,078	24	4,414	54	815	7,079

RIDERSHIP	
Night Owl	1,222
	-
<b>TOTAL</b>	<b>1,222</b>

December Ridership	307,707
December Revenue	\$ 195,262.95

5-13.2

BUS OPERATOR LIFT TEST \*PULL-OUT\*

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

5-13.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF DECEMBER 2007

BUS #	DATE	DAY	REASON
2238LF	6-Dec	Thursday	No audible "beep" as bus goes out of kneel.
8090LF	11-Dec	Tuesday	Lift not working.
9805LF	29-Dec	Saturday	No audible alarm when lowering.
9810LF	18-Dec	Tuesday	Not making noise when put into kneel or deploying or slowing.
9813LF	8-Dec	Saturday	Ramp only goes half way up then you have to do the rest
9815LF	6-Dec	Thursday	Won't come out of kneel.

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

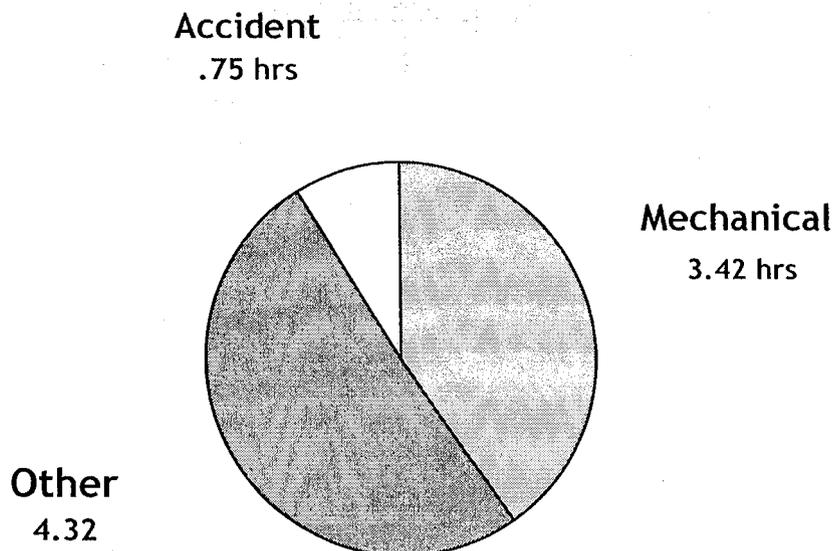
Note: Lift operating problems that cause delays of less than 30 minutes.

5-13.4

**Dropped Service for FY 2008**

	FY 2005/06		FY 2006/07		FY 2007/08	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	0	0	5.00	96.88	5.53	90.97
August	213.92	3,575.86	15.02	276.46	4.93	110.45
September	140.97	2,336.50	11.30	160.72	9.00	191.05
October	STRIKE	STRIKE	37.52	540.19	9.52	122.24
November	113.77	1,780.56	37.55	477.48	3.32	45.89
December	95.61	1,659.66	6.08	143.84	8.48	140.12
January	16.52	286.31	12.24	188.23		
February	39.22	579.38	13.07	88.59		
March	21.38	380.68	7.13	133.30		
April	62.57	986.08	4.85	43.67		
May	33.47	551.00	16.00	241.42		
June	20.20	267.47	62.19	802.29		
<b>TOTAL</b>	<b>757.62</b>	<b>12,403.50</b>	<b>227.95</b>	<b>3,193.06</b>	<b>40.78</b>	<b>700.72</b>

**Dropped Service Breakdown for December 2007**



**5-13.5**

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008

**TO:** Board of Directors

**FROM:** Mark J. Dorfman, Assistant General Manager

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

## I. RECOMMENDED ACTION

**That the Board authorize staff 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.
- The Boardwalk guaranteed the costs of the extra service that operated from the Boardwalk.
- The service has been extremely successful and the Boardwalk is again interested in providing the service.

## III. DISCUSSION

METRO has again been approached by the Seaside Company (Boardwalk) staff to see if there is interest in again extending the starting point for the last Route 71 trip to include the Boardwalk. Their interest is due to the fact that a large number of their employees are young students living in Watsonville and the Metro bus service had ended before the end of the evening shift. They have "guaranteed" that METRO would not incur costs by agreeing to fund the cost of the route extension.

In the past, the Operations Department feels strongly that for consistency the service should run through the entire Summer bid. The service will operate for 98 days, from June 12<sup>th</sup> to September 17<sup>th</sup>. 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 approximately \$2,000.

5-14.1

**IV. FINANCIAL CONSIDERATIONS**

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

**V. ATTACHMENTS**

**Attachment A:** February 13, 2008 Letter from Santa Cruz Seaside Company

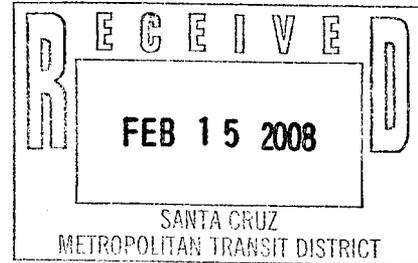
5-14.2



Attachment **A**

February 13, 2008

Mark J. Dorfman  
Assistant General Manager  
Santa Cruz Metropolitan Transit District  
370 Encinal Street Suite 100  
Santa Cruz, CA 95060



RE: 2008 Request for Late Night Transit Service on route 71 to Watsonville for the summer

Dear Mark;

Please take the Santa Cruz Seaside Company request for late night service to Watsonville for the summer of 2008 to the Santa Cruz Metropolitan Transit District Board. The Santa Cruz Seaside Company will sign another Agreement for Transit Service, between the Santa Cruz Metropolitan Transit District (SCMTD) and the Santa Cruz Seaside Company, for summer bus service to connect our employees to the Metro Center for late night service on route 71.

Thank you for keeping the contract the same amount as last year. 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 black ink that reads 'Jo Anne Dlott'.

Jo Anne Dlott  
Vice President Human Resources

5-14.a1

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager  
**SUBJECT: CONSIDERATION OF APPROVAL OF REVISED FY08 CAPITAL BUDGET**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors revise the FY08 Capital Budget in accordance with Exhibit A.**

## II. SUMMARY OF ISSUES

- A **Capital Budget** change is necessary, as a second point to point T1 connection from ParaCruz to the IT department is needed to replace the current router pair with two router pairs that are able to work together to double the bandwidth or continue to work at single T1 speeds if there is any problem with one line. This will require:
  - Add Second T1 connection from ParaCruz to the IT Department for \$8,677 to reflect the amount needed in the IT Capital area for FY08.
  - Reduce Two-way Radio & Telephone Recording System (Exacom System) by \$5,000 from the Facilities Repair & Improvements area for FY08.
  - Reduce ATP-Hastus Run Time Analysis Program by \$2,041, which is the savings after the item was purchased or implemented in FY08.
  - Reduce Qquest Time Clocks by \$986, which is the savings after the item was purchased or implemented in FY08.
  - Reduce ABS Laser Printer & Software by \$650, which is the savings after the item was purchased or implemented in FY08.
- The Capital Budget balance will remain the same at \$35,763,174.
- ParaCruz cannot be down for any extended period of time due to the nature of their work. Having the two-router pairs that are able to work together to double the bandwidth or continue to work at single T1 speeds if there are any problems with one line alleviates potential down time for ParaCruz.

5-15.1

### III. DISCUSSION

#### A. Capital Budget

A **Capital Budget** change is necessary, as a second point to point T1 connection from ParaCruz to the IT department is needed to replace the current router pair with two router pairs that are able to work together to double the bandwidth or continue to work at single T1 speeds if there is any problem with one line.

ParaCruz cannot be down for any extended period of time due to the nature of their work. Metro has had the T1 lines at Operations and Metro Center go down for periods of time exceeding 24 hours. These down times have always been found to be single line failures in the channel or in the physical wiring maintained by AT&T. Having the two-router pairs that are able to work together to double the bandwidth or continue to work at single T1 speeds if there are any problems with one line alleviates potential down time for ParaCruz. Added benefits would be improvement of normal performance and faster vehicle tracking information from the Xora web site.

The additional line will be helpful when IT moves to Vernon Street as Metro will be able to move one T1 line to Vernon while ParaCruz is still up and running on the second T1 line. Downtime will be reduced to a few hours instead of potentially a few days for ParaCruz.

Metro has received a quote for the Two-way Radio & Telephone Recording System (Exacom System) for less than \$25K; leaving \$5K available for the second T1 connection from ParaCruz to the IT Department in FY08. The ATP-Hastus Program, Qquest clocks and ABS printer and software have been bought or implemented with savings to cover the additional T1 item to the Capital Budget.

### IV. FINANCIAL CONSIDERATIONS

The Capital Budget will remain the same.

### V. ATTACHMENTS

**Exhibit A:** Recommended Capital Budget Revisions

5-15.2

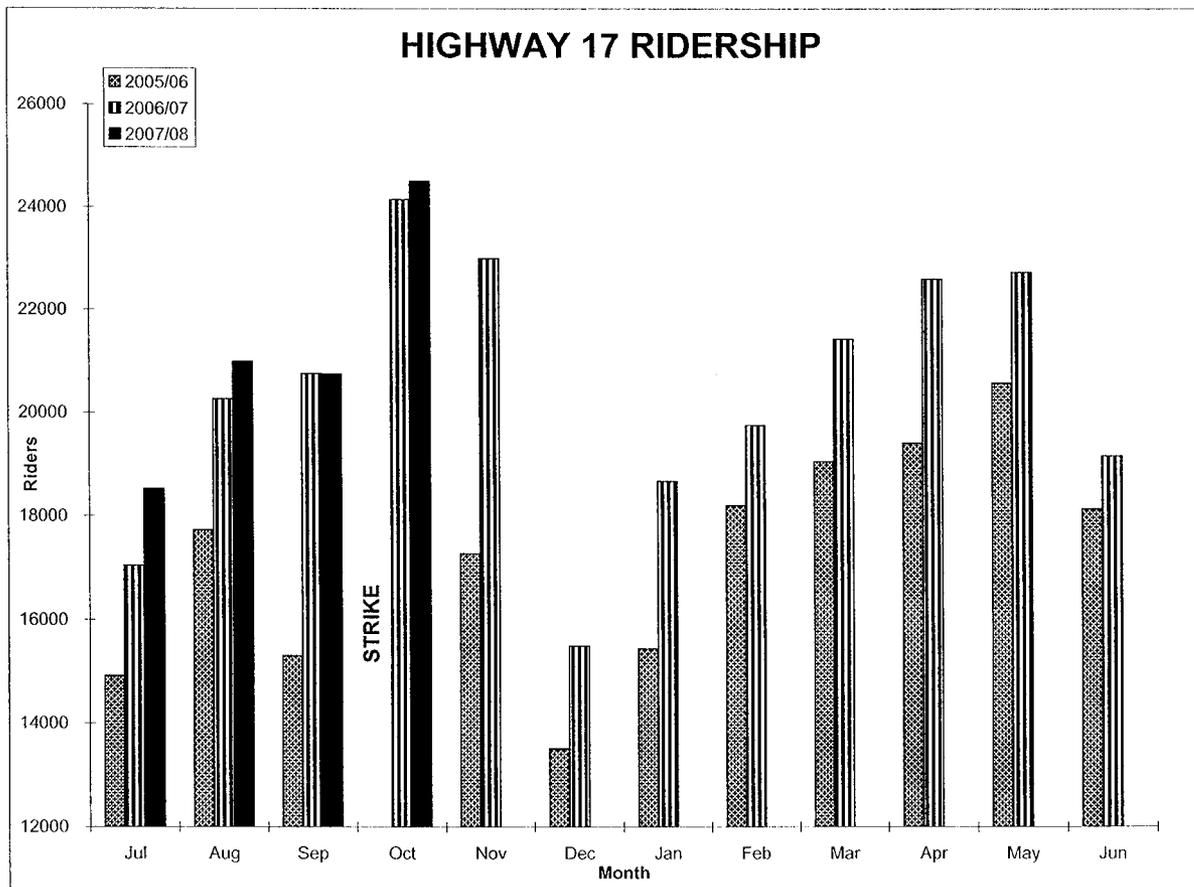
RECOMMENDED CAPITAL BUDGET REVISIONS  
FY08  
FEBRUARY 2008  
Exhibit A

Attachment **A**

	AMOUNT	TOTALS
<b><u>CAPITAL BUDGET</u></b>		
Add Second T1 connection from ParaCruz to IT Dept	\$ 8,677	
Reduce Two-way Radio & Telephone Recording System (Exacom System)	\$ (5,000)	
Reduce ATP-Hastus Run Time Analysis Program	\$ (2,041)	
Reduce Qquest Time Clocks	\$ (986)	
Reduce ABS Laser Printer & Software	\$ (650)	
<b>TOTAL</b>		<b>\$ -</b>

# HIGHWAY 17 - OCTOBER 2007

	OCTOBER			YTD		
	This Year	Last Year	%	This Year	Last Year	%
<b>FINANCIAL</b>						
Cost	\$ 150,751	\$ 139,203	8.3%	\$ 570,542	\$ 539,086	5.8%
Farebox	\$ 78,267	\$ 77,957	0.4%	\$ 273,678	\$ 272,602	0.4%
Operating Deficit	\$ 59,052	\$ 57,454	2.8%	\$ 252,000	\$ 238,991	5.4%
Santa Clara Subsidy	\$ 29,526	\$ 28,727	2.8%	\$ 126,000	\$ 119,495	5.4%
METRO Subsidy	\$ 29,526	\$ 28,727	2.8%	\$ 126,000	\$ 119,495	5.4%
San Jose State Subsid	\$ 3,382	\$ 2,718	24.4%	\$ 6,551	\$ 5,703	14.9%
AMTRAK Subsidy	\$ 10,049	\$ 1,074	835.3%	\$ 38,313	\$ 21,790	75.8%
<b>STATISTICS</b>						
Passengers	24,510	24,149	1.5%	84,753	82,210	3.1%
Revenue Miles	43,415	42,343	2.5%	167,696	165,551	1.3%
Revenue Hours	1,627	1,588	2.5%	6,288	6,208	1.3%
Passengers/Day	791	779	1.5%	689	225	205.9%
Passengers/Weekday	891	907	(1.7%)	804	274	193.8%
Passengers/Weekend	502	467	7.5%	411	116	254.9%
<b>PRODUCTIVITY</b>						
Cost/Passenger	\$ 6.15	\$ 5.76	6.7%	\$6.73	\$6.56	2.7%
Revenue/Passenger	\$ 3.19	\$ 3.23	(1.1%)	\$3.23	\$3.32	(2.6%)
Subsidy/Passenger	\$ 2.55	\$ 2.49	2.2%	\$3.05	\$2.98	2.5%
Passengers/Mile	0.56	0.57	(1.0%)	0.51	0.50	1.8%
Passengers/Hour	15.06	15.21	(1.0%)	13.48	13.24	1.8%
Recovery Ratio	51.9%	56.0%	(7.3%)	48.0%	50.6%	(5.1%)



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008  
**TO:** Board of Directors  
**FROM:** Robyn Slater, Human Resources Manager  
**SUBJECT:** PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- None.

## III. DISCUSSION

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

## IV. FINANCIAL CONSIDERATIONS

None.

## V. ATTACHMENTS

**Attachment A:** Employee Recognition List

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**  
**EMPLOYEE RECOGNITION**

**TEN YEARS**

Carolyn Derwing, Schedule Analyst  
Juan I. Flores, Bus Operator  
Michael I. Miller, Bus Operator  
Jose G. Polanco, Bus Operator

**FIFTEEN YEARS**

None

**TWENTY YEARS**

Pete N. Legorreta, Transit Supervisor

**TWENTY-FIVE YEARS**

None

**THIRTY YEARS**

None

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008

**TO:** Board of Directors

**FROM:** Mark Dorfman, Assistant General Manager

**SUBJECT: PUBLIC HEARING: CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FY 2008 FEDERAL FUNDING ASSISTANCE AND ADOPTING A RESOLUTION AUTHORIZING THE APPLICATION AND EXECUTION OF GRANTS FOR FY 2008 FEDERAL FUNDS.**

## I. RECOMMENDED ACTION

**Receive public comments and adopt a Program of Projects for FY 2008 federal funding assistance. Adopt a Resolution authorizing applications to Caltrans and FTA for FY 2008 federal funds.**

## II. SUMMARY OF ISSUES

- The *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU) provides federal financial assistance to METRO through the Federal Transit Administration (FTA) for public transit operations and capital developments. A public hearing is required to give the public an opportunity to comment on METRO's federally funded operating and capital projects.
- The Federal Transit Administration (FTA) provides Urbanized Area Formula operating funds and capital development funds directly to METRO.
- Caltrans administers the FTA Rural operating assistance program in California. METRO must submit an application and execute an agreement with Caltrans to receive \$161,615 in rural operating assistance for FY 2008.
- Conducting a public hearing on the Program of Projects (Attachment A) enables the Board to consider comments from interested parties on the proposed projects for federal funding assistance
- Adopting the attached resolution (Attachment B) authorizes METRO staff to submit an application to Caltrans and execute agreements for Rural Operating assistance.

## III. DISCUSSION

The *Safe, Accountable, Flexible and Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU) legislated programs within the Federal Transit Administration (FTA) to provide financial assistance to public transit operators. As in previous years,

METRO receives federal operating assistance through the Urbanized Area Formula Program (49 USC §5307). From the appropriation of \$4,178,377 in §5307 funds, METRO proposes to allocate \$3,426,293 to FY 2008 Urbanized Area operating assistance and \$752,084 to MetroBase construction. The FTA has also allocated to METRO \$490,000 in the Bus and Bus Facilities Program (49 USC §5309) from a congressional appropriation for Pacific Station (Metro Center) redevelopment.

Caltrans administers the FTA rural operating assistance program (49 USC §5311) in California, and METRO will make a separate application to Caltrans for \$161,615 in rural operating assistance available for FY 2007. METRO will operate approximately \$1,594,860 in public transit service on seven routes serving the rural areas of Santa Cruz County.

The public hearing today provides an opportunity to consider comments from interested parties on the proposed Program of Projects for federal operating assistance. If no changes are made to the attached Program of Projects, it will become the final Program of Projects for FY 2008. Staff published a notice of the public hearing in the *Santa Cruz Sentinel* and the *Watsonville Pajaronian*.

Adopting the attached resolution (Attachment B) authorizes the General Manager to submit an application and execute an agreement with Caltrans for the rural operating assistance. METRO has a standing agreement previously approved by the Board of Directors to submit grants and execute agreements with the FTA.

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

The FTA §5307 Program contributes \$3,426,293 for FY 2008 urban operating assistance and \$752,084 in construction funds for MetroBase. The FTA §5309 program allocates \$490,000 to the Capital budget for Pacific Station redevelopment. The FTA §5311 Program contributes \$161,615 in rural operating assistance for FY 2008. Local sales tax revenue provides the required local match for all of these projects.

#### **V. ATTACHMENTS**

- Attachment A:** Program of Projects for FTA §5307, §5309 and §5311 Funds  
**Attachment B:** Resolution authorizing an application for FY2008 FTA §5311 Rural Operating Assistance

**Santa Cruz Metropolitan Transit District  
Program of Projects  
Using Federal Transit Administration Funds**

The Federal Transit Administration (FTA) has appropriated \$4,668,377 in federal funds to the Santa Cruz Metropolitan Transit District (METRO) for public transit operations and capital improvements during FY 2008. In addition the California Department of Transportation (**Caltrans**) allocated to METRO \$161,615 from its appropriation of FTA funds. METRO, in accordance with 49 USC Parts 5307, 5309 and 5311, proposes the following Program of Projects for these FTA funds:

- I. FY 2008 Urbanized Area Formula Funds, 49 USC 5307:
  - A. \$3,426,293 for urbanized area public transit for the period July 1, 2007 through June 30, 2008. This project provides public transit conforming to land use and transportation plans in Santa Cruz County without causing negative environmental impacts or relocation of families or businesses. Local sales tax, Transportation Development Act and passenger fare revenue pay the balance of operating costs totaling \$38,778,000.
  - B. \$752,084 for the MetroBase Consolidated Operating Facility in Harvey West Industrial Park. This project is currently under construction.
- II. FY 2008 Bus and Bus Facilities, Congressional Appropriation, 49 USC 5309:

\$490,000 for Pacific Station (Metro Center) expansion and renovation. METRO completed environmental review for this project and has begun Right-of-Way negotiation to acquire the Greyhound parcel at 425 Front Street.
- III. FY 2008 Rural Operating Assistance, 49 USC 5311:

The California Department of Transportation allocated \$161,615 in FTA funds (49 USC 5311) to METRO for rural public transit operating assistance for the period July 1, 2007 through June 30, 2008. Total cost for this service will be approximately \$1,594,860 with \$261,422 paid from farebox revenue and \$1,171,823 paid from local sales tax revenue.

If adopted by the Board, METRO staff will submit applications to the FTA and Caltrans requesting funds for these projects, and the General Manager will execute grant agreements authorizing reimbursement of project costs.

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

Resolution No. \_\_\_\_\_

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

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

The Following Resolution is Adopted:

**A RESOLUTION  
AUTHORIZING AN APPLICATION  
TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION  
FOR  
FTA SECTION 5311 FY2008 RURAL OPERATING ASSISTANCE**

**WHEREAS**, the Federal Transit Act authorizes financial assistance to public transit operators in non-urbanized areas as directed by 49 CFR 5311; and

**WHEREAS**, the California Department of Transportation administers the Section 5311 program in California and allocates federal funds by formula to each county with intercity public transit between urban areas including more than 50,000 persons; and

**WHEREAS**, the Santa Cruz Metropolitan Transit District operates intercity public transit in Santa Cruz County and is the only public transit operator designated to receive federal financial assistance from the Section 5311 program; and

**WHEREAS**, all applications for financial assistance impose certain obligations upon the applicant, including the provision of local share costs of the project.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT:**

1. That the General Manager is authorized to submit an application to the State of California Department of Transportation on behalf of the Santa Cruz Metropolitan Transit District for financial assistance to operate public transit service in the non-urbanized portion of Santa Cruz County.
2. That the General Manager is authorized to submit and file with this application all assurances and all supplemental information as required by the California Department of Transportation.
3. That the General Manager is designated to execute standard grant agreements with the California Department of Transportation on behalf of the Santa Cruz Metropolitan Transit District to obtain \$161,615 in FTA Section 5311 funds for Fiscal Year 2008 to assist with public transit operations in the non-urbanized portion of Santa Cruz County.
4. That the District has committed \$1,171,824 in local matching funds to the project.

- 5. That the Santa Cruz Metropolitan Transit District has, to the extent feasible, coordinated this project with other transportation providers and users in the region, including social service agencies capable of purchasing public transit.

**PASSED AND ADOPTED** this 22nd day of February, 2008 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_  
JAN BEAUTZ  
Board Chair

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

**APPROVED AS TO FORM:**

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

7.62

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

Resolution No. \_\_\_\_\_  
On the Motion of Director: \_\_\_\_\_  
Duly Seconded by Director: \_\_\_\_\_  
The Following Resolution is Adopted:

**A RESOLUTION OF APPRECIATION FOR THE SERVICES OF  
LINDA J. CLAYTON AS PAYROLL SPECIALIST  
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

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

**WHEREAS**, the Santa Cruz Metropolitan Transit District, requiring an employee with expertise and dedication appointed Linda J. Clayton to serve in the position of Payroll Specialist, and

**WHEREAS**, Linda J. Clayton served as a member of the Operations Department of the Santa Cruz Metropolitan Transit District for the time period of March 9, 1989 to January 30, 2008, and

**WHEREAS**, Linda J. Clayton provided the Santa Cruz Metropolitan Transit District with dedicated service and commitment during the time of employment, and

**WHEREAS**, Linda J. Clayton served the Metropolitan Transit District with distinction, and

**WHEREAS**, the service provided to the citizens of Santa Cruz County by Linda J. Clayton resulted in reliable, quality public transportation being available in the most difficult of times, and

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

**WHEREAS**, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service provided by Linda J. Clayton.

**NOW, THEREFORE, BE IT RESOLVED**, that upon her retirement as Payroll Specialist, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Linda J. Clayton for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, METRO staff and all of the citizens of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be presented to Linda J. Clayton, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 22nd day of February 2008 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_

JAN BEAUTZ  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

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

8.2

**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 APPRECIATION  
FOR THE LEADERSHIP OF CONGRESSMAN SAM FARR IN OBTAINING THE  
INCLUSION OF FUNDS FOR THE PACIFIC STATION REDEVELOPMENT  
PROJECT IN THE FY 2008 OMNIBUS APPROPRIATIONS LEGISLATION FOR THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**WHEREAS**, the Santa Cruz Metropolitan Transit District has identified the Pacific Station Redevelopment Project for capital funding; and

**WHEREAS**, the 2008 United States Omnibus Appropriations Bill provided the opportunity for discretionary capital funds to be earmarked for particular projects;

**WHEREAS**, the Pacific Station Redevelopment Project would provide additional bus loading zones, improved accessibility for persons with disabilities, and both market-rate and affordable housing in the Downtown Santa Cruz area; and

**WHEREAS**, the Pacific Station Redevelopment Project would provide an opportunity for private and public agencies to work collaboratively in the financing and construction of the project; and

**WHEREAS**, Congressman Sam Farr and members of his staff have, previously achieved federal funding commitments of approximately \$2,500,000 to be used for the property acquisition and construction components of the Pacific Station Redevelopment; and

**WHEREAS**, Congressman Sam Farr wrote letters to, and held meetings with, his fellow Members of Congress, and was consistent in his advocacy for the Pacific Station Redevelopment Project, resulting in an additional \$500,000 being included in the 2008 United States Omnibus Appropriations Bill that has been passed by the Congress and signed into law by the President of the United States.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Congressman Sam Farr for his efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to Congressman Sam Farr and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 22nd day of February 2008 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED** \_\_\_\_\_

JANET K. BEAUTZ  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

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

**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 APPRECIATION  
FOR THE LEADERSHIP OF CONGRESSWOMAN ANNA ESHOO IN OBTAINING  
THE INCLUSION OF FUNDS FOR THE PACIFIC STATION REDEVELOPMENT  
PROJECT IN THE FY 2008 OMNIBUS APPROPRIATIONS LEGISLATION FOR THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

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

**WHEREAS**, the Santa Cruz Metropolitan Transit District has identified the Pacific Station Redevelopment Project for capital funding; and

**WHEREAS**, the 2008 United States Omnibus Appropriations Bill provided the opportunity for discretionary capital funds to be earmarked for particular projects;

**WHEREAS**, the Pacific Station Redevelopment Project would provide additional bus loading zones, improved accessibility for persons with disabilities, and both market-rate and affordable housing in the Downtown Santa Cruz area; and

**WHEREAS**, the Pacific Station Redevelopment Project would provide an opportunity for private and public agencies to work collaboratively in the financing and construction of the project; and

**WHEREAS**, Congresswoman Anna Eshoo and members of her staff have previously achieved federal funding commitments of approximately \$2,500,000 to be used for the property acquisition and construction components of the Pacific Station Redevelopment; and

**WHEREAS**, Congresswoman Eshoo wrote letters to, and held meetings with, her fellow Members of Congress, and was consistent in her advocacy for the Pacific Station Redevelopment Project, resulting in an additional \$500,000 being included in the 2008 United States Omnibus Appropriations Bill that has been passed by the Congress and signed into law by the President of the United States.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Congresswoman Anna Eshoo for her efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

10.1

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to Congresswoman Anna Eshoo, and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 22nd day of February 2008 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED** \_\_\_\_\_

JANET K. BEAUTZ  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

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

10.2

**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 APPRECIATION  
FOR THE ASSISTANCE OF ASSEMBLYMEMBER JOHN LAIRD FOR  
INTRODUCING AND OBTAINING ENACTMENT OF AB 1492 AUTHORIZING THE  
IMPLEMENTATION OF THE YIELD TO BUS PROGRAM FOR THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AND THE SANTA CLARA  
VALLEY TRANSPORTATION AUTHORITY**

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

**WHEREAS**, the Santa Cruz Metropolitan Transit District identified the reinstatement of the authority for a Yield to Bus Program as a priority in the 2007 State Legislative program; and

**WHEREAS**, the reinstatement of the Yield to Bus authority would provide improved operating conditions for the METRO fixed route bus service; and

**WHEREAS**, the operation of the Yield to Bus Program during 2001-2003 proved to be very beneficial to the efficiency and effectiveness of the METRO fixed route system; and

**WHEREAS**, it took strong leadership, commitment, and dedication to the improvement of public transit service, to achieve the legislative authority to reinstate the Yield to Bus Program; and

**WHEREAS**, Assembly Member John Laird authored and introduced AB 1492 that authorized the reinstatement of the Yield to Bus authority for Santa Cruz and Santa Clara Counties and made telephone calls, held meetings, and made presentations supporting the passage and enactment of AB 1492; and

**WHEREAS**, the California State Assembly and Senate passed AB 1492 and the Governor of the State California signed AB 1492 into law.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Assembly Member John Laird for his efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be sent to Assembly Member John Laird and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

**PASSED AND ADOPTED** this 22nd day of February 2008 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED** \_\_\_\_\_

JANET K. BEAUTZ  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

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

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008  
**TO:** Board of Directors  
**FROM:** Mark Dorfman, Assistant General Manager  
**SUBJECT:** CONSIDERATION OF OPTIONS FOR ROUTES 54 & 55

## I. RECOMMENDED ACTION

**To reviews and consider ridership data for Routes 54 & 55**

## II. SUMMARY OF ISSUES

- METRO has received a request to replace regular buses with a paratransit-type van for routes serving Center St-Seacliff Drive in Aptos.
- Previously a resident addressed the Board in January asking that Routes 54 and 55 be re-routed off of Seacliff or that a smaller bus be used.
- Staff has conducted a series of surveys in October 2007 to identify ridership trends for Route 54 and Route 55.

## III. DISCUSSION

### Background

The Aptos-La Selva area was annexed by METRO in 1973. Service was inaugurated to the area that year using essentially the same routing through Aptos to La Selva used today by the Route 54. In summer 2003 the Route 55 (an abbreviated Route 54) was introduced as part of the service reductions that year. Ultimately, the Route 55 has become the weekday route, except that there is a 5:30 PM Route 54 and an abbreviated morning trip from Cabrillo to the Capitola Mall. Route 56 has been added to continue service to the Seascape-La Selva area. On the weekends, Route 54 currently operates every other hour.

### Current Trends – Methodology

Staff conducted a segment analysis of Routes 54 and 55 in October 2007. Survey data for the Route 55 was a composite of eight days.

### Current Trends -- Data

METRO's standard for Local Collector Routes is 20 passengers per hour for weekday service and 10 passengers per hour for weekend service. In FY 2007 average ridership per trip on Route 55 was 16.9 passengers in 55 minutes, which computes to 18.4 passengers per hour. During the school year Route 55 averaged 19.7 passengers per hour. Peak trips averaged a little over 20

passengers per trip or over 22 passengers per hour (see Attachment B). On weekends Route 54 averaged only 10.7 passengers per trip or 7.1 passengers per hour (see Attachment D).

Our surveys showed an average of 2.5 passengers onboard in that segment. However, the surveys also show a steady number of passengers boarding and alighting in that segment. Ridership activity (boardings and alightings) per day for the Aptos segment was 13.0 for the composite day.

#### **Buses and Other Alternatives**

Currently METRO only runs 35-foot buses on Routes 54 and 55 because a forty-foot bus cannot navigate the turn in Rio Del Mar flats. The only option for a smaller bus that METRO currently owns is a Goshen. Seated capacity is seventeen. A full standing load would be twenty-five passengers. A review of daily ridership indicates trips often exceed that capacity. The only way to provide a smaller bus and still provide rides for all customers using this route would be to double the level of service.

Should the Board of Directors decided to eliminate service to this segment, the only alternative to continue service to Rio Del Mar flats and Rio Del Mar Blvd. would be using a routing of Soquel Drive to Spreckels Drive near Aptos Village. Service would be eliminated for passengers who currently access METRO service on State Park Drive and Center Street. The nearest access to our service would be on Soquel Drive, a distance of .6 of a mile. ParaCruz service would not be impacted.

#### **Seacliff Drive**

A review of property records indicates that all seven properties along this section of Seacliff Drive were last purchased after bus service was introduced, the earliest being in 1992. Metro staff does not recommend re-routing the bus unless the County takes action to close the road to local traffic.

### **V. FINANCIAL CONSIDERATIONS**

This report is for informational purposes at this time.

### **V. ATTACHMENTS**

**Attachment A: Route 55 Weekday Ridership**

### Route 55 Weekday Ridership

FY 2008	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:30 AM	10.5	8.3	18.1	17.5	16.6	13.7							14.1	15.4
8:30 AM	13.1	10.0	16.2	20.3	18.6	13.1							15.2	16.6
9:30 AM	14.8	14.1	24.4	24.8	25.2	17.1							20.1	21.9
10:30 AM	15.5	12.5	24.9	24.4	20.9	17.0							19.2	20.9
11:30 AM	20.1	11.4	21.8	23.4	22.4	16.3							19.2	21.0
12:30 PM	12.0	11.7	20.8	23.0	23.1	16.0							17.8	19.4
1:30 PM	11.4	13.6	18.3	20.4	18.6	17.3							16.6	18.1
2:30 PM	15.2	12.9	21.6	18.2	16.4	13.1							16.2	17.7
3:30 PM	13.5	12.7	17.3	17.8	19.8	16.7							16.3	17.8
4:30 PM	11.0	8.0	13.1	14.6	10.7	8.7							11.0	12.0
AVG.	13.7	11.5	19.7	20.4	19.2	14.9							16.6	18.1
FY 2007	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:30 AM	14.8	15.3	19.6	17.7	15.4	10.4	9.0	15.4	16.6	13.3	15.0	13.0	14.6	15.9
8:30 AM	17.2	18.5	24.3	28.2	28.6	18.7	15.6	19.0	22.2	19.0	19.3	12.9	20.3	22.1
9:30 AM	17.7	12.2	19.6	19.6	19.1	18.7	13.0	21.2	20.8	18.5	24.5	14.5	18.3	19.9
10:30 AM	16.6	14.9	23.3	23.5	21.5	17.3	12.1	23.3	28.0	21.5	22.7	13.2	19.8	21.6
11:30 AM	11.9	8.2	18.0	16.3	19.1	13.3	9.9	14.3	16.0	14.6	17.1	14.0	14.4	15.7
12:30 PM	12.7	12.5	29.2	29.3	24.6	19.5	13.9	20.3	26.1	19.1	23.6	15.8	20.6	22.4
1:30 PM	11.6	10.8	28.3	26.8	26.6	21.6	13.0	24.8	24.0	21.0	21.4	13.1	20.3	22.1
2:30 PM	15.3	14.6	17.1	17.0	16.7	14.9	12.0	16.6	16.4	15.7	15.8	12.9	15.4	16.8
3:30 PM	13.7	12.5	14.2	17.5	14.7	10.6	13.2	16.6	16.2	12.9	15.6	12.8	14.2	15.5
4:30 PM	12.6	10.1	11.9	12.4	9.3	9.1	10.0	12.2	10.8	11.8	13.8	11.2	11.3	12.3
AVG.	14.4	13.0	20.5	20.8	19.5	15.4	12.2	18.4	19.7	16.7	18.9	13.3	16.9	18.4
FY 2006	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Per Trip	Per Hour
7:30 AM	9.3	8.0	14.1		11.3	10.0	8.1	18.0	21.0	17.6	20.8	14.7	13.9	15.2
8:30 AM	17.9	9.2	21.9		20.9	13.4	13.8	19.8	20.9	17.9	24.3	15.9	17.8	19.4
9:30 AM	13.2	12.3	22.6		17.2	14.2	13.8	15.6	17.7	12.5	19.5	23.5	16.6	18.1
10:30 AM	12.6	11.5	23.5		19.0	12.1	8.8	16.9	21.4	18.8	25.7	16.0	16.9	18.5
11:30 AM	15.7	11.0	17.2		17.9	12.3	9.8	13.5	13.7	11.6	15.4	10.5	13.5	14.7
12:30 PM	17.5	16.5	22.1		21.4	13.7	10.3	22.2	18.6	17.3	22.3	15.4	17.9	19.6
1:30 PM	12.0	14.9	33.5		25.6	16.5	12.5	20.6	22.7	19.9	21.9	13.6	19.4	21.2
2:30 PM	15.3	15.6	18.3		15.8	12.9	11.8	16.9	17.8	14.3	18.0	15.4	15.6	17.1
3:30 PM	14.6	14.3	16.5		11.8	10.3	9.0	13.7	15.5	14.2	12.5	13.0	13.2	14.4
4:30 PM	9.5	9.3	11.9		11.2	9.0	9.6	13.3	13.4	10.1	10.7	12.5	10.9	11.9
AVG.	13.7	12.3	20.2		17.2	12.4	10.8	17.0	18.3	15.4	19.1	15.1	15.6	17.0

12.a1

Attachment A

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008

**TO:** Board of Directors

**FROM:** Leslie R. White, General Manager

**SUBJECT: CONSIDERATION OF APPROVAL OF A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 1217 RIVER STREET, SANTA CRUZ, CALIFORNIA FOR THE AMOUNT OF \$1,237,500 PLUS FEES AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE DOCUMENTS NECESSARY TO CONCLUDE THE ACQUISITION.**

## I. RECOMMENDED ACTION

**That the Board of Directors approve the Resolution authorizing the purchase of the property located at 1217 River Street for the amount of \$1,237,500 plus fees and authorize the General Manager to execute documents necessary to conclude the acquisition.**

## II. SUMMARY OF ISSUES

- METRO is currently constructing the first phase of the Maintenance Building located at 138 Golf Club Drive in Santa Cruz as a part of the MetroBase Project.
- METRO has identified the property located at 1217 River Street Street in Santa Cruz as being in a location that makes it highly desirable as property that can be used for the expansion of the Maintenance Building that may be necessary in the future. This property was identified as an expansion site in the Environmental Impact Report prepared for the MetroBase Project.
- The owners of the property located at 1217 River Street have indicated that they are desirous of having METRO purchase their property as METRO's interest in the property limits their development options.
- On June 8, 2007 the Board of Directors authorized the General Manager to present an offer to Dennis Stewart representing the R.D. and M.A Stewart Family Trust to purchase the property located at 1217 River Street for an amount not to exceed \$1,237,500.
- The offer that was authorized by the Board of Directors was based upon an appraisal and review conducted in accordance with guidelines issued by the Federal Transit Administration and the State of California. On April 11, 2007 the Federal Transit Administration approved METRO's request to acquire the referenced property as a hardship acquisition.

13.1

- The offer presented to Dennis Stewart was contingent upon the determination that there were no environmental issues as evidenced by a Phase I Environmental Review.
- Upon receipt of the environmental evaluations January 2, 2008 METRO is satisfied that the contingencies placed on the offer to purchase the property at 1217 River Street can be removed and that, upon approval by the Board of Directors, the acquisition could be concluded.
- The agreed upon price for the acquisition of the property at 1217 River Street is \$1,237,500 plus fees which is within the authority granted to the General Manager by the Board of Directors.
- Staff recommends that the Board of Director approved the attached Resolution authorizing the purchase of the property located at 1217 River Street and granting the General Manager the authority to sign the necessary documents to conclude the purchase transaction.

### III. DISCUSSION

On June 8, 2007 the Board of Directors authorized the General Manager to present an offer to acquire the property located at 1217 River Street, Santa Cruz, California. The subject property has been identified to be necessary for the future expansion of the MetroBase Maintenance Facility under construction at 138 Golf Club Drive, Santa Cruz. Currently the funding received from the Federal Transit Administration combined with local funding is sufficient to purchase the referenced property. This funding source is sufficient to provide the approximately \$1,237,500 necessary for acquisition.

The property at 1217 River Street is located adjacent to the property where the current MetroBase Maintenance Facility is being constructed. The location of the property makes it ideal for the future expansion of the maintenance building when that becomes necessary and when funding is available. The owners of the property located at 1217 River Street have indicated that they are desirous of having METRO purchase their property as METRO's interest in the property limits their development options.

The appraisal and review of the property were conducted in accordance with the policies and procedures outlined by both the Federal Transit Administration and the State of California. On April 11, 2007 the Federal Transit Administration approved of METRO's request to acquire the property located 1217 River Street as a hardship acquisition.

As a result of the appraisal and review, on June 8, 2007, the Board of Directors granted authority to the General Manager to engage in acquisition negotiations with the owners of the 1217 River St. property and their representatives. The Board authorized the General Manager to use the appraised value as the basis for an offer to the owners with an amount of 10% of the appraised value available to respond to counter offers from the owners. METRO Board Directors Beautz, Hagen, Hinkle, Nicol, Reilly, Rotkin, Skillicorn, Spence, Stone, and Tavantzis were present and

voted in favor of the property purchase price, related terms, and costs as outlined by the General Manager, Director Bustichi was absent.

The property owner, Dennis Stewart, representing the R.D. and M.A. Stewart Family Trust, has agreed to sell the referenced property to METRO for the amount of \$1,237,500 plus fees. This amount is within the authority that was granted to the General Manager by the Board of Directors for this acquisition.

Staff recommends that the Board of Directors approve the attached Resolution authorizing the purchase of the property located at 1217 River Street and granting the General Manager the authority to sign the necessary documents to conclude the purchase transaction.

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

Approval of the Resolution authorizing the purchase of the property located at 1217 River Street, Santa Cruz, California will utilize \$1,237,500 plus fees for the property purchase which are available from capital grants from the Federal Transit Administration and local funds contained in the METRO capital reserve fund.

#### **V. ATTACHMENTS**

**Attachment A:** Resolution Authorizing the Purchase of the Property Located at 1217 River Street, Santa Cruz, California.

**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 SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING THE PURCHASE OF THE PROPERTY LOCATED AT 1217  
RIVER STREET, SANTA CRUZ, CALIFORNIA FROM THE R.D. AND M.A  
STEWART FAMILY TRUST, FOR THE SUM OF \$1,237,500 PLUS FEES, AND  
AUTHORIZING THE GENERAL MANAGER OR DESIGNEE TO SIGN THE  
DOCUMENTS NECESSARY TO COMPLETE THE SALE AND TRANSFER OF  
OWNERSHIP.**

WHEREAS, the Santa Cruz Metropolitan Transit District ("District") desires to purchase certain property located at 1217 River Street, Santa Cruz, California; and,

WHEREAS, the Board, on June 8, 2007 authorized the General Manager to present an offer on behalf of the Santa Cruz Metropolitan Transit District; and

WHEREAS, the Board, on June 8, 2007 found that the property located at 1217 River Street was necessary to maintain the efficient operation of transit services in Santa Cruz County and that the property located at 1217 River Street, Santa Cruz, California was of a size and location that it best met the needs of the Santa Cruz Metropolitan Transit District and that the Board would initiate Eminent Domain Procedures should a voluntary sale not occur; and

WHEREAS, in lieu of Eminent Domain, Dennis Stewart, representing the R.D. and M.A. Stewart Family Trust, has accepted the offer of the Santa Cruz Metropolitan Transit District to purchase the property located at 1217 River Street, Santa Cruz, California for the price of \$1,237,500 plus fees, and under terms and conditions acceptable to the Santa Cruz Metropolitan Transit District; and

WHEREAS, the contingencies established in the offer to purchase the property located at 1217 River Street, Santa Cruz, California, by the Santa Cruz Metropolitan Transit District as the buyer have been satisfied; and

WHEREAS, the Santa Cruz Metropolitan Transit District has removed all buyer contingencies on sale of the property located at 1217 River Street, Santa Cruz, California; and

WHEREAS, the District and the Seller are desirous of concluding the sale of the property located at 1217 River Street, Santa Cruz, California on or before February 29, 2008.

NOW, THEREFORE, BE IT RESOLVED that the Santa Cruz Metropolitan Transit District, County of Santa Cruz, State of California, does hereby authorize the purchase of the property located at 1217 River Street, Santa Cruz, California from the R.D. and M.A. Stewart Family Trust, Santa Cruz, California for the sum of \$1,237,500 plus fees, and does hereby further authorize the General Manager or Designee of the Santa Cruz Metropolitan Transit District to sign necessary documents to complete the sale and transfer of ownership.

PASSED AND ADOPTED this 22nd day of February 2008 by the following vote:

**AYES: Directors:**

**NOES: Directors:**

**ABSTAIN: Directors:**

**ABSENT: Directors:**

**APPROVED** \_\_\_\_\_

JANET K. BEAUTZ  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

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

13.a2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008

**TO:** Board of Directors

**FROM:** Frank L. Cheng, Project Manager

**SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH PACIFIC GAS & ELECTRIC FOR GAS AND ELECTRIC SERVICES FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT IN THE AMOUNT OF \$25,387.15**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute an agreement with Pacific Gas & Electric for Gas and Electric Services for the Maintenance Building Component of the MetroBase Project in the amount of \$25,387.15.**

## II. SUMMARY OF ISSUES

- METRO has requested Pacific Gas & Electric (PG&E) to deliver Gas & Electric energy to the property situated at 138 Golf Club Drive, Santa Cruz, CA.
- On November 7, 2006, METRO applied for Gas and Electric Energy Service from PG&E and delivered to the PG&E Service Planning.
- PG&E stated to METRO that complete contract for PG&E will be ready by June 15, 2007.
- On July 12, 2007, METRO was able to get sketches from a PG&E field representative and on July 19, 2007, METRO signed a document stating that METRO can commence joint trench and substructure installation work.
- PG&E changed the June 15, 2007 date to September 15, 2007.
- PG&E turnaround time was unacceptable to METRO and supervisors were involved and a new date of January 31, 2008 was given as a final date.
- On February 11, 2008, METRO received the final contract for application.
- In order to deliver gas and electric service to the MetroBase Service Building PG&E has proposed an Agreement containing a total payment is \$25,387.15 that includes overhead and/or underground service conductors, poles, service transformers, connection fittings, service pipe valves, service connections, and other PG&E owned service equipment. The cost outlined in the Agreement does not include inspection fees, nonresidential service cost, regulators, or PG&E owned metering equipment. These costs will be billed to METRO on a time/materials basis.
- Scope of work for PG&E in agreement involves
  - Gas: Service Pipe Installation.

14.1

- Electric: Distribution Wire, Equipment Installation, and Service Wire Installation
- Scope of work for West Bay Builders per PG&E application
  - Gas: Service Trench
  - Electric: Service Trench and Service Substructure Installation

### III. DISCUSSION

The construction work on the MetroBase Maintenance Building is continuing on 138 Golf Club Drive. METRO has requested that PG&E to deliver gas and electric energy service to the new building at 138 Golf Club Drive, Santa Cruz, CA.

On November 7, 2006, METRO applied for Gas and Electric Energy Service from PG&E and delivered to the PG&E Service Planning. METRO was in communication with several PG&E representatives to finalize document information and status of application. PG&E stated to METRO that complete contract for PG&E will be ready by June 15, 2007. Due to METRO not receiving any confirmation of final contract, on July 12, 2007, METRO was able to get sketches from a PG&E field representative and on July 19, 2007, METRO signed a trench-at-risk document stating that METRO can commence joint trench and substructure installation work. PG&E representatives assured METRO that the any changes to the sketches were unlikely to happen. PG&E engineers and estimators use the sketches drawn up by field representatives. METRO instructed West Bay to commence the joint trench and substructure work.

After further communications, the PG&E representative changed the June 15, 2007 due date to September 15, 2007. With the lack of a complete contract by the end of September, METRO again escalated the urgency of the documents as specifications needed for electrical service were hindering progress on the project. PG&E turnaround time was unacceptable to METRO and therefore PG&E supervisors became involved in the issue. During the communication, PG&E supervisor assured METRO a new date of January 31, 2008. On February 11, 2008, PG&E completed the contract which is attached.

PG&E has proposed an Agreement with METRO to provide the connections for the gas and electric service to the Service Facility. The cost contained in the proposed Agreement is a one-time total payment is \$25,387.15 that overhead and/or underground service conductors, poles, service transformers, connection fittings, service pipe valves, service connections, and other PG&E owned service equipment. The cost outlined in the proposed Agreement does not include inspection fees, nonresidential service cost, regulators, or PG&E owned metering equipment. These costs will be billed to METRO on a time and materials basis.

The scope of work for PG&E in agreement involves gas service pipe installation, and Service Wire Installation for Electric as well as Distribution Wire and Equipment installation. Other work that is required is provided for in the construction contract with West Bay Builders for the Service Trench for both gas and electric, and Service Substructure Installation on the electric service.

PG&E will not commence the work until the proposed Agreement is fully executed. In order for agreement to be executed, the proposed amount of \$25,387.15 must be paid in full.

Staff has analyzed the PG&E agreement contract and recommends that the Board of Directors authorize the General Manager to execute the proposed PG&E Agreement for the Maintenance Building Component of the MetroBase Project.

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

Funds for the construction of the Maintenance Building Component of the MetroBase Project are available within the funds the METRO has secured for the Project.

#### **V. ATTACHMENTS**

**Attachment A:** PG&E Contract ID 1060782



February 11, 2008

SANTA CRUZ METRO TRANSIT DIST  
110 VERNON ST STE B  
SANTA CRUZ, CA 95060

RE: Contract ID: 1060782: 138 GOLF CLUB DR

Dear SANTA CRUZ METRO TRANSIT DIST,

Enclosed are gas and/or electric agreements for your project located at:

138 GOLF CLUB DR, SANTA CRUZ, 95060

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Gas Distribution and Service Extension	\$970.65	\$9,625.50	\$4,812.75
Electric Distribution and Service Extension	\$799.80	\$37,607.91	\$18,803.95
Less Credit (Engineering Advance, etc.)	\$0.00	\$0.00	\$0.00
<b>TOTAL **</b>	<b>\$1,770.45</b>	<b>\$47,233.41</b>	<b>\$23,616.70</b>
<b>TOTAL PAYMENT DUE</b>	<b>\$49,003.86</b>	<b>OR</b>	<b>\$25,387.15</b>

\* Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.  
\*\* The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 0 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Patricia Gomez at (831) 479-3104 or MPG6@pge.com

Please send the executed Agreements and payment to:

PG&E CFM/PPC DEPARTMENT  
PO BOX 997340  
Sacramento, CA 95899-73400

Sincerely,

Kelty Ball

Kelly Ball  
Service Planning Supervisor



102211385D

Ref: Contract ID: 1060782: 138 GOLF CLUB DR SANTA CRUZ 95060

14.a1



Dear SANTA CRUZ METRO TRANSIT DIST,

In response to your application for service, enclosed is the new CPUC-required form, "Statement of Applicant's Contract Anticipated Costs," (SACAC) which identifies PG&E's cost for the refundable work that is PG&E's responsibility to install as part your job. However, this is work that you can elect to provide under the competitive bidding provisions of Gas/Electric Rules 15 and 16. You can perform this work yourself, hire a contractor, or hire PG&E to do this work. Regardless of whom you choose to do the work, you must complete and return this form.

- If you elect to perform this work or have a contractor do it, please enter your costs in the section of the form entitled "Applicant Costs."
- If you elect to perform this work yourself or have a contractor do it and choose not to provide your costs, please so indicate in the section entitled "Applicant's Election Not To Provide Costs," date, sign and return the form.
- If you want PG&E to perform the work, check the section "Applicant's Election Not To Provide Costs," date, sign and return the form.

PG&E's costs are valid for 90 days from 02/11/2008

**PG&E cannot proceed with any work on your application until you sign and return the SACAC form.**

Please return this document with any other contract documents regarding this job to:

PG&E CFM/PPC DEPARTMENT  
PO BOX 997340  
Sacramento, CA 95899-7340

If you have any questions regarding this form please contact your project manager or our contract help line at 1-800-422-0436.



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**STATEMENT OF APPLICANT'S CONTRACT  
ANTICIPATED COSTS.\***

**Project Name:** 138 GOLF CLUB DR

**Project Location:** 138 GOLF CLUB DR, SANTA CRUZ, 95060

**Notification Number:** 102211385

**PM Number(s):** (Gas) 30564274 (Electric) 30563860

**APPLICANT COSTS**

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

**GAS**

**Residential Service Facilities:**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

Number of gas service: 0 Stubs: 0

**ELECTRIC**

**Residential Service Facilities:**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

Number of Electric service: 0

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs **DOES NOT include:** inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



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**14.93**

**GAS**

**Gas Distribution Facilities  
and Non-Residential Service Services:**

**ELECTRIC**

**Electric Distribution Facilities  
and Non-Residential Service Services:**

Applicant: \$ \_\_\_\_\_

Applicant: \$ \_\_\_\_\_

PG&E: \$251.46

PG&E: \$23,412.16

**GAS DISTRIBUTION TRENCH**

Applicant: \$ \_\_\_\_\_

PG&E: \$0.00

- Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.
- Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

**I declare under penalty of perjury that the foregoing is true and correct.**

**APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on \_\_\_\_\_ at SANTA CRUZ, CA  
(Date) (City)

By:

Print Applicant Name:

Signed: \_\_\_\_\_

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



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14.24



# Pacific Gas and Electric Company<sup>®</sup>

### DISTRIBUTION:

- Applicant (copy)
- Division (copy)
- CFM (Original)
- T&CS

### REFERENCES:

Notification # 102211385  
 Contract # 1060782  
 E-PM # 30563860  
 G-PM # 30564274  
 Prior MLX E /G 1994 1978  
 Customer # 611264

## DISTRIBUTION SERVICE AND EXTENSION AGREEMENT DECLARATIONS <sup>1</sup>

Submitted to Applicant by:  
**PATRICIA GOMEZ**

Date of issuance: February 7, 2008

1. **SANTA CRUZ METRO TRANSIT DIST** (Applicant), has requested **PACIFIC GAS & ELECTRIC COMPANY**, a California corporation (PG&E), to deliver Gas & Electric energy to the property situated at 138 GOLF CLUB DR, SANTA CRUZ, 95060 and shown on the attached drawings.
2. **Applicable Documents.** The cost summary for the facilities to be installed is attached hereto as Exhibit A. These facilities shall be installed in accordance with the applicable rules on file with the California Public Utilities Commission (which may include Gas and Electric Rules 2, 13, 15, 16, and 20), as well as the requirements set forth in the Provisions and the General Terms and Conditions for Gas and Electric Service by Applicant. These documents are located online in PG&E's Tariff Book, which is available at [http://www.pge.com/customer\\_service/new\\_construction\\_services/](http://www.pge.com/customer_service/new_construction_services/) Should you require hard copies please contact your PG&E Representative.
3. **Construction Options.** The responsibility for providing line extension work is divided between PG&E and the Applicant. However, Applicant may choose to have a qualified contractor perform some of the work that is PG&E's responsibility, and may choose to have PG&E perform some or all of the work that is the Applicant's responsibility. PG&E will reimburse or collect money based on its estimate of the costs, subject to the applicable rules. Based on Applicant's request, the contract costs are based on the following construction options:

PG&E Responsibility <sup>1</sup>		To Be Performed By	
		PG&E	Applicant
Gas	Main Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Main Pipe Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Pipe Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric	Distribution Wire and Equipment Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Service Wire Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Applicant Responsibility <sup>2</sup>		To Be Performed By	
		PG&E	Applicant
Gas	Service Trench	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electric	Distribution Trench	<input type="checkbox"/>	<input type="checkbox"/>
	Service Trench	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Distribution Substructure Installation	<input type="checkbox"/>	<input type="checkbox"/>
	Service Substructure Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<sup>1</sup> PG&E's responsibilities per Rule 15 b.1.b and Rule 16 D.2

<sup>2</sup> Applicant's responsibilities per Rule 15 b 1 a and Rule 16 D 1



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4.  N/A

**Refund/Discount Option Selection**

Applicant, in accordance with PG&E's extension rules, must select **one** of the following options for each commodity you are requesting service (gas and/or electric) Once the selection has been made, it cannot be changed

<b>Gas</b> <input type="checkbox"/> 10-Year Subject to Refund Option - or <input type="checkbox"/> Non-Refundable 50% Discount Option	<b>Electric</b> <input type="checkbox"/> 10-Year Subject to Refund Option - or <input type="checkbox"/> Non-Refundable 50% Discount Option
--	---

**ACCEPTED:**

**APPLICANT: SANTA CRUZ METRO TRANSIT DIST**

<b>By:</b>
(Authorized Signature)
(Type or Print Name)
<b>TITLE:</b>
<b>DATE:</b>
<b>MAILING ADDRESS: 110 VERNON ST STE B SANTA CRUZ , CA 95060</b>

**PACIFIC GAS AND ELECTRIC COMPANY:**

<b>By:</b>	<b>Kelly Ball</b>
	(Authorized Signature)
	<b>Kelly Ball</b>
	(Type or Print Name)
<b>TITLE:</b>	<b>Service Planning Supervisor</b>
<b>DIVISION:</b>	<b>Central Coast</b>
<b>DATE:</b>	



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14.06



**Pacific Gas and Electric Company  
DISTRIBUTION AND SERVICE EXTENSION AGREEMENT  
EXHIBIT A - COST SUMMARY**

**REFERENCES:** Notification # 102211385  
Contract # 1060782  
E-PM # 30563860  
G-PM # 30564274

Applicant: SANTA CRUZ METRO TRANSIT DIST

Project Location/Name: 138 GOLF CLUB DR, SANTA CRUZ, 95060

**SUMMARY OF PAYMENTS**

The total cash payment you need to make depends upon your selection of the 10 Year Refundable Advance Option or the Non-Refundable Discount Option for your gas and/or electric extension under Rule 15. Since you may elect one option for the gas extension and a different option for the electric extension, several different cash payments are available. Each payment option is summarized below. These payments include all billing under this Agreement including payments subject to refund, and non-refundable payments. To determine what is refundable or non-refundable, or to see full detailed billing information, please see the attached cost summaries. Even if you have no payment due for your gas and/or electric extension (Rule 15), you must still elect the 10 Year Refundable or Non-Refundable Discount Option for each extension on the second page of the Declarations.

10 Year Refundable Advance Option - Gas & Electric <sup>(1)</sup> \$49,003.86 <sup>(2)</sup>

-- OR

Non-Refundable Discount Option - Gas & Electric <sup>(1)</sup> \$25,387.15 <sup>(3)</sup>

-- OR

10 Year Refundable Advance Option - Gas / <sup>(1)</sup> \$30,199.90 <sup>(2)</sup>  
Non-Refundable Discount Option - Electric

-- OR

10 Year Refundable Advance Option - Electric / <sup>(1)</sup> \$44,191.11 <sup>(2)</sup>  
Non-Refundable Discount Option - Gas

- 
- (1) Amounts shown do not include reimbursements for facilities that are normally the responsibility of PG&E per our tariffs. See the Reimbursement Summary for a total of all Reimbursements to be paid upon acceptance of facilities
  - (2) The payment amount shown on this line includes both refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. The total payment is not subject to refund. Please see the attached detailed Cost Summaries to determine the portion of this payment that may be subject to refund.
  - (3) The payment amount shown on this line includes only non-refundable payments under Rule 15 for the gas and/or electric extension, plus other non-refundable payments. None of the payment shown is subject to refund.



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14.a7



**Pacific Gas and Electric Company  
DISTRIBUTION AND SERVICE EXTENSION AGREEMENT  
EXHIBIT A - COST SUMMARY \***

**REFERENCES:**

Notification # 102211385  
 Contract # 1060782  
 PM # 30563860  
 MLX #

Applicant: SANTA CRUZ METRO TRANSIT DIST  
 Project Location/Name: 138 GOLF CLUB DR, SANTA CRUZ, 95060

**ELECTRIC DISTRIBUTION LINE AND SERVICE EXTENSION COST SUMMARY**

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions of this Agreement: **Apply**

Total number of residential lots/units for this project:  
 Total number of non-residential lots/units for this project: 1

Calculations to determine excess residential service allowance to be applied to distribution line refundable amount on a per lot/unit basis:

Cost of Services: <sup>(5)</sup>

Engineering & Administrative Costs				<u>\$0.00</u>
Value of Applicant Design Work		(+)		<u>\$0.00</u>
Service Tie-In Cost (Energized) by PG&E		(+)		<u>\$0.00</u>
Electric Metering		(+)		<u>\$0.00</u>
Others (N/A)		(+)		<u>\$0.00</u>
Inspection Fees		(+)		<u>\$0.00<sup>(4)</sup></u>
Service Cost - PG&E installed	# Services		<u>0</u>	(+) <u>\$0.00</u>
Service Cost - Applicant installed	# Services		<u>0</u>	(+) <u>\$0.00<sup>(5)</sup></u>
Total Estimated Cost of Service Subject to Allowance				(=) <u>\$0.00</u>

Cost of Service Within Allowance:

less Total Residential Service Allowance				
<u>\$1,313.00</u>	x	<u>0</u>	=	(-) <u>\$0.00<sup>(1)</sup></u>
Excess Service Cost				(=) <u>\$0.00</u>
Estimated Service Cost Within Allowance (Total less Excess)				(=) <u>\$0.00</u>

Average Cost per Lot or Unit Within Allowance

<u>\$0.00</u>	/	<u>0</u>	=	<u>\$0.00</u>
---------------	---	----------	---	---------------

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

<u>\$1,313.00</u>	-	<u>\$0.00</u>	=	<u>\$0.00</u> <sup>**</sup>
Allowance		Ave Cost / Unit		



102211385D

**14.a8**

**Allowances**

Residential:	<u>\$1,313.00</u>	x	<u>0</u>	(=)	<u>\$0.00</u>
	Allowance		Lots / Units		
plus ITCC @ 34%			Residential Allowances	(+)	<u>\$0.00</u>
SUB TOTAL Residential Allowance				(=)	<u>\$0.00</u>
Non-Residential:	<u>\$600.00</u>	/	<u>0.1596</u>	(=)	<u>\$3,759.40</u>
	Net Annual Revenue		Cost-of-Service-Factor		
plus ITCC @ 34%			Non-Residential Allowances	(+)	<u>\$1,278.20</u>
SUB TOTAL Non-Residential Allowances				(=)	<u>\$5,037.59</u>
less Residential Service Allowance:					
	( <u>0</u>	x	<u>\$0.00</u>	) + <u>34%</u>	= <u>\$0.00</u>
	Lots/Units		Ave Cost / Unit	ITCC	

Total Distribution Line Extension Allowance \$5,037.59

**Amount Subject to Refund**

Engineering & Administrative Costs	(+)	<u>\$6,974.84</u>
Value of Applicant Design Work	(+)	<u>\$0.00</u>
Tie-In of Distribution Line Extension by PG&E	(+)	<u>\$0.00</u>
Electric Metering (Non-Residential Projects)	(+)	<u>\$1,438.00</u>
Other Taxable Charges: N/A	(+)	<u>\$0.00</u>
PG&E installed - Cost of Distribution Line and Non-Res Svcs	(+)	<u>\$23,412.16</u>
Applicant installed - Cost of Distribution Line and Non-Res Svcs	(+)	<u>\$0.00</u> <sup>(5)</sup>
Value of Distribution Substructures	(+)	<u>\$0.00</u>
Inspection Fees	(+)	<u>\$0.00</u> <sup>(4)</sup>
SUB TOTAL	(=)	<u>\$31,825.00</u>
plus ITCC @ 34%	(+)	<u>\$10,820.50</u>
Total Refundable Amount	(=)	<u>\$42,645.50</u>
Less Total Allowances (not to exceed Total Refundable Amount)	(-)	<u>\$5,037.59</u>
Balance: Net Refundable Amount	(=)	<u>\$37,607.91</u>

**10 Year Refundable Advance Option**

Balance: Net Refundable Amount		<u>\$37,607.91</u>
Less Credit for Value of Applicant Design Work	(-)	<u>\$0.00</u>
Less Cost of Dist Line Ext. and Non-Res Svcs. installed by Applicant	(-)	<u>\$0.00</u> <sup>(5)</sup>
Less Distribution Substructures by Applicant	(-)	<u>\$0.00</u>
Net 10 Year Refundable Advance Option Payment	(=)	<u>\$37,607.91</u> <sup>(2)</sup>

**Non-Refundable Discount Option**

Balance: Net Refundable Amount		<u>\$37,607.91</u>
less Discount	(-)	<u>\$18,803.95</u>
		<u>\$37,607.91</u> x <u>0.50</u> =
		Balance Discount Rate
Less Credit for Value of Applicant Design Work	(-)	<u>\$0.00</u>
Less Cost of Dist Line Ext. and Non-Res Svcs. installed by Applicant	(-)	<u>\$0.00</u> <sup>(5)</sup>
Less Distribution Substructures by Applicant	(-)	<u>\$0.00</u>
Net Non-Refundable Discount Option Payment	(=)	<u>\$18,803.95</u> <sup>(2)</sup>



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**Non-Refundable Payments**

**Rule 16 Non-Refundable Payments**

Excess Service Costs		<u>\$0.00</u>	
Service Costs Beyond Preferred Service Location	(+)	<u>\$0.00</u>	
Service Riser	(+)	<u>\$415.00</u>	
Value of Rule 16 Land Rights Costs	(+)	<u>\$0.00</u>	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	<u>\$305.00</u>	
Inspection Fees	(+)	<u>\$0.00</u>	
Rule 16 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
Other Taxable Charges: N/A	(+)	<u>\$0.00</u>	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
<b>SUB TOTAL</b>	(=)	<u>\$720.00</u>	
Plus ITCC @ 34%	(+)	<u>\$244.80</u>	
Other Non-taxable Charges: N/A	(+)	<u>\$0.00</u>	
D 04-05-055 Line Extension Costs - Residential	(+)	<u>\$0.00</u>	
D 04-05-055 Line Extension Costs - Non-Residential	(+)	<u>\$140.00</u>	
Inspection Fees (not subject to ITCC)	(+)	<u>\$0.00</u>	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	<u>\$0.00</u>	
Less Excess Service Facilities Installed by Applicant	(-)	<u>\$0.00</u>	
Less Service Costs Beyond Preferred Location by Applicant	(-)	<u>\$0.00</u>	
Less Service Riser Installed by Applicant	(-)	<u>\$0.00</u>	
Less Service Trench, Conduits, & Substructures in the Franchise Area & 3rd Party Property installed by Applicant	(-)	<u>\$305.00</u>	
Less Rule 16 Applicant Design Work Associated with Excess	(-)	<u>\$0.00</u>	
<b>Total Rule 16 Non-Refundable Payment</b>	(=)		<u>\$799.80</u>

**Rule 15 Non-Refundable Payments**

Inspection Fees		<u>\$0.00</u>	
Re-engineering / Composite Fees	(+)	<u>\$0.00</u>	
Cost of Additional Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
Value of Distribution Conduits	(+)	<u>\$0.00</u>	
Distribution Risers Installed by PG&E	(+)	<u>\$0.00</u>	
Value of Distribution Trench	(+)	<u>\$0.00</u>	
PG&E Land Rights Costs	(+)	<u>\$0.00</u>	
Rule 15 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
N/A	(+)	<u>\$0.00</u>	
<b>SUB TOTAL</b>	(=)	<u>\$0.00</u>	
Plus ITCC @ 34%	(+)	<u>\$0.00</u>	
Less Distribution Conduits Installed by Applicant	(-)	<u>\$0.00</u>	
Less Distribution Trench Provided by Applicant	(-)	<u>\$0.00</u>	
<b>Total Non-Refundable Electric Rule 15 Payment</b>	(=)		<u>\$0.00</u>

**Relocation / Rearrangement of PG&E Facilities**

Value of Relocation/Rearrangement Facilities		<u>\$0.00</u>	
Value of Relocation/Rearrangement Conduits & Substructures	(+)	<u>\$0.00</u>	
Value of Relocation/Rearrangement Trench & Excavation	(+)	<u>\$0.00</u>	
Engineering & Administrative Costs	(+)	<u>\$0.00</u>	



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Value of Relocation Applicant Design Work	(+)	\$0.00	
Cost of Additional Applicant Design Plan Checks	(+)	\$0.00	
Tie-In of Relocation/Rearrangement by PG&E	(+)	\$0.00	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	\$0.00	
Relocation/Rearrangement Land Rights	(+)	\$0.00	
Relocation/Rearrangement Inspection Fees	(+)	\$0.00	
SUB TOTAL	(=)	\$0.00	
Plus ITCC @ 34%	(+)	\$0.00	
Plus Relocation/Rearrangement - Non Taxable	(+)	\$0.00	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	\$0.00	
Less Conduits & Substructures Installed by Applicant	(-)	\$0.00	
Less Trench & Excavation Provided by Applicant	(-)	\$0.00	
Less Value of Relocation Applicant Design Work	(-)	\$0.00	
Less Relocation/Rearrangement Salvage	(-)	\$0.00	
Total Relocation / Rearrangement of PG&E Facilities Payment	(=)	\$0.00	

**Total Payment for Electric Distribution Line and Service Extension**

**Cash Payment - 10-Year Refundable Advance Option**

Rule 15 Refundable Advance Payment		\$37,607.91 <sup>(3)</sup>	
Rule 16 Non-Refundable Payment	(+)	\$799.80	
Rule 15 Non-Refundable Payment	(+)	\$0.00	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	\$0.00	
Total	(=)	\$38,407.71	

--OR--

**Cash Payment - Non-Refundable Discount Option**

Rule 15 Non-Refundable Discount Option Payment		\$18,803.95 <sup>(3)</sup>	
Rule 16 Non-Refundable Payment (Not Subject to Discount)	(+)	\$799.80	
Rule 15 Non-Refundable Payment (Not Subject to Discount)	(+)	\$0.00	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	\$0.00	
Total	(=)	\$19,603.75	

**Value of Electric Facility Reinforcements by PG&E: \$0.00 based upon Applicant's estimated demand of: 0.00 kVa**

(Reference: Payment Adjustments, Excess Facilities section of the Provisions)

- 
- (1) Total Service Allowance not to exceed the Cost of Service
  - (2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff
  - (3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.
  - (4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)
  - (5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance
- 

**\*\* PG&E USE ONLY**

Excess service allowance applied to distribution refundable amount per lot/unit

\$0.00	+	\$0.00	(=)	\$0.00
Allowance		34% ITCC		Refund per Residential Lot/Unit



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**Pacific Gas and Electric Company  
DISTRIBUTION AND SERVICE EXTENSION AGREEMENT  
EXHIBIT A - COST SUMMARY \***

**REFERENCES:**

Notification # 102211385  
 Contract # 1060792  
 G-PM # 30564274  
 GRR-PM #  
 MLX #

Applicant: SANTA CRUZ METRO TRANSIT DIST

Project Location/Name: 138 GOLF CLUB DR, SANTA CRUZ, 95060

**GAS DISTRIBUTION LINE AND SERVICE EXTENSION COST SUMMARY**

Cost of Ownership charges as described in the rules and in the Unsupported Extension Cost section of the Provisions of this Agreement: **Apply**

Total number of residential lots/units for this project: 0  
 Total number of non-residential lots/units for this project: 1

Calculations to determine excess residential service allowance to be applied to distribution line refundable amount on a per lot/unit basis:

Cost of Services: <sup>(5)</sup>

Engineering & Administrative Costs					<u>\$0.00</u>
Value of Applicant Design Work			(+)		<u>\$0.00</u>
Service Tie-in Cost (Pressurized) by PG&E			(+)		<u>\$0.00</u>
Gas Metering & Regulation			(+)		<u>\$0.00</u>
Not Available			(+)		<u>\$0.00</u>
Inspection Fees			(+)		<u>\$0.00<sup>(4)</sup></u>
Service Cost - PG&E installed	# Services	<u>0</u>	(+)		<u>\$0.00</u>
Service Cost - Applicant installed	# Services	<u>0</u>	(+)		<u>\$0.00<sup>(5)</sup></u>
Total Estimated Cost of Service Subject to Allowance				(=)	<u>\$0.00</u>

Cost of Service Within Allowance:

Residential Service Allowance

Water Heaters:	<u>\$310.00</u>	x	<u>0</u>	Units		<u>\$0.00</u>
Space Heaters:	<u>\$323.00</u>	x	<u>0</u>	Units	(+)	<u>\$0.00</u>
Oven / Range:	<u>\$69.00</u>	x	<u>0</u>	Units	(+)	<u>\$0.00</u>
Dryer Stub:	<u>\$60.00</u>	x	<u>0</u>	Units	(+)	<u>\$0.00</u>

Total Residential Service Allowance			(-)		<u>\$0.00<sup>(1)</sup></u>
Excess Service Cost			(=)		<u>\$0.00</u>
Estimated Service Cost Within Allowance (Total less Excess)			(=)		<u>\$0.00</u>

Average Cost per Lot or Unit Within Allowance

\$0.00 / 0 = \$0.00

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

\$0.00 - \$0.00 = \$0.00<sup>\*\*</sup>  
 Allowance Ave Cost / Unit



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**Allowances**

**Residential:**

\$310.00	x	0	\$0.00
Water Heaters:		Lots / Units	
\$323.00	x	0	\$0.00
Space Heaters:		Lots / Units	
\$69.00	x	0	\$0.00
Oven / Range:		Lots / Units	
\$60.00	x	0	\$0.00
Dryer Stub:		Lots / Units	

SUB TOTAL Residential Allowance			\$0.00
plus ITCC @ 35%	Residential Allowances	(+)	\$0.00
TOTAL Residential Allowances		(=)	\$0.00
Non-Residential: \$0.00 / 0.1812 =			\$0.00
Net Annual Revenue	Cost-of-Service-Factor		
plus ITCC @ 35%	Non-Residential Allowances	(+)	\$0.00
SUB TOTAL Non-Residential Allowances		(=)	\$0.00
less Residential Service Allowance:			\$0.00
( 0 x \$0.00 ) + 35% =			\$0.00
Lots/Units	Ave Cost / Unit	ITCC	

Total Gas Distribution Main Extension Allowance (=) \$0.00

**Amount Subject to Refund**

Engineering & Administrative Costs		\$3,110.14
Value of Applicant Design Work	(+)	\$0.00
Tie-In of Distribution by PG&E	(+)	\$735.40
Gas Metering (Non-Residential Projects)	(+)	\$3,033.00
N/A	(+)	\$0.00
PG&E installed - Cost of Distribution Main and Non-Res Svcs	(+)	\$251.46
Applicant installed - Cost of Distribution Main and Non-Res Svcs	(+)	\$0.00 <sup>(5)</sup>
PG&E installed - Cost of Distribution Main Trench	(+)	\$0.00
Applicant installed - Cost of Distribution Main Trench	(+)	\$0.00 <sup>(5)</sup>
Inspection Fees	(+)	\$0.00 <sup>(4)</sup>
SUB TOTAL	(=)	\$7,130.00
plus ITCC 35%	(+)	\$2,495.50
Total Refundable Amount	(=)	\$9,625.50
Less Total Allowances (not to exceed Total Refundable Amount)		\$0.00
Balance: Net Refundable Amount	(=)	\$9,625.50
<b>10 Year Refundable Advance Option</b>		
Balance: Net Refundable Amount		\$9,625.50
Less Credit for Value of Applicant Design Work	(-)	\$0.00
Less Cost of Dist. Main Ext and Non-Res Svcs. installed by Applicant	(-)	\$0.00 <sup>(5)</sup>
Less Distribution Main Trench by Applicant	(-)	\$0.00 <sup>(5)</sup>
Net 10 Year Refundable Advance Option Payment	(=)	\$9,625.50 <sup>(2)</sup>
<b>Non-Refundable Discount Option</b>		
Balance: Net Refundable Amount		\$9,625.50
\$9,625.50 x 0.50 =	(-)	\$4,812.75
Balance	Discount Rate	
Less Credit for Value of Applicant Design Work	(-)	\$0.00
Less Cost of Dist. Main Ext and Non-Res Svcs. installed by Applicant	(-)	\$0.00 <sup>(5)</sup>
Less Cost of Distribution Main Trench by Applicant	(-)	\$0.00 <sup>(5)</sup>
Net Non-Refundable Discount Option Payment	(=)	\$4,812.75 <sup>(2)</sup>



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**Non-Refundable Payments**

**Rule 16 Non-Refundable Payments**

Excess Service Costs		<u>\$0.00</u>	
Service Costs Beyond Preferred Service Location	(+)	<u>\$0.00</u>	
Value of Rule 16 Land Rights Costs	(+)	<u>\$0.00</u>	
Value of Gas Service Trench in the Franchise Area or on 3rd Party Property	(+)	<u>\$1,868.00</u>	
Inspection Fees	(+)	<u>\$131.00</u>	
Rule 16 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
Other Taxable Charges: N/A	(+)	<u>\$0.00</u>	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$1,999.00</u>	
Plus ITCC @ 35%	(+)	<u>\$699.65</u>	
Other Non-taxable Charges: N/A	(+)	<u>\$0.00</u>	
D 04-05-055 Line Extension Costs Residential	(+)	<u>\$0.00</u>	
D 04-05-055 Line Extension Costs Non-Residential	(+)	<u>\$140.00</u>	
Inspection Fees (not subject to ITCC)	(+)	<u>\$0.00</u>	
Plus Gas Service Trench installed by PG&E on Private Property	(+)	<u>\$0.00</u>	
Less Excess Service Facilities Installed by Applicant	(-)	<u>\$0.00</u>	
Less Service Costs Beyond Preferred Location by Applicant	(-)	<u>\$0.00</u>	
Less Gas Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)	<u>\$1,868.00</u>	
Less Rule 16 Applicant Design Work Associated with Excess	(-)	<u>\$0.00</u>	
Total Rule 16 Non-Refundable Payment			(=) <u>\$970.65</u>

**Rule 15 Non-Refundable Payments**

Inspection Fees		<u>\$0.00</u>	
Re-engineering / Composite Fees	(+)	<u>\$0.00</u>	
Cost of Additional Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
Value of Distribution Main Substructures	(+)	<u>\$0.00</u>	
PG&E Land Rights Costs	(+)	<u>\$0.00</u>	
Rule 15 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
N/A	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$0.00</u>	
Plus ITCC @ 35%	(+)	<u>\$0.00</u>	
Less Distribution Main Substructures Installed by Applicant	(-)	<u>\$0.00</u>	
Total Non-Refundable Gas Rule 15 Payment			(=) <u>\$0.00</u>

**Relocation / Rearrangement of PG&E Facilities**

Value of Relocation/Rearrangement Facilities		<u>\$0.00</u>
Value of Relocation/Rearrangement Conduits & Substructures	(+)	<u>\$0.00</u>
Value of Relocation/Rearrangement Trench & Excavation	(+)	<u>\$0.00</u>
Engineering & Administrative Costs	(+)	<u>\$0.00</u>



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Value of Relocation Applicant Design Work	(+)	\$0.00	
Cost of Additional Applicant Design Plan Checks	(+)	\$0.00	
Tie-In of Relocation/Rearrangement by PG&E	(+)	\$0.00	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	\$0.00	
Relocation/Rearrangement Land Rights	(+)	\$0.00	
Relocation/Rearrangement Inspection Fees	(+)	\$0.00	
SUB TOTAL	(=)	\$0.00	
Plus ITCC @ 35%	(+)	\$0.00	
Plus Relocation/Rearrangement - Non Taxable	(+)	\$0.00	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	\$0.00	
Less Substructures Installed by Applicant	(-)	\$0.00	
Less Trench & Excavation Provided by Applicant	(-)	\$0.00	
Less Value of Relocation Applicant Design Work	(-)	\$0.00	
Less Relocation/Rearrangement Salvage	(-)	\$0.00	
Total Payment for Gas Distribution Line and Service Extension	(=)	\$0.00	

**Total Payment for Gas Distribution Main and Service Extension**

**Cash Payment - 10-Year Refundable Advance Option**

Rule 15 Refundable Advance Payment		\$9,625.50 <sup>(3)</sup>	
Rule 16 Non-Refundable Payment	(+)	\$970.65	
Rule 15 Non-Refundable Payment	(+)	\$0.00	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	\$0.00	
Total	(=)	\$10,596.15	

**Cash Payment - Non-Refundable Discount Option**

Rule 15 Non-Refundable Discount Option Payment		\$4,812.75 <sup>(3)</sup>	
Rule 16 Non-Refundable Payment (Not Subject to Discount)	(+)	\$970.65	
Rule 15 Non-Refundable Payment (Not Subject to Discount)	(+)	\$0.00	
Relocation/Rearrangement of PG&E Facilities Payment	(+)	\$0.00	
Total	(=)	\$5,783.40	

Value of Gas Facility Reinforcements by PG&E: \$0.00 based upon Applicant's estimated gas load of: 0.0 Mcfh

(Reference: Payment Adjustments. Excess Facilities section of the Provisions)

- 
- (1) Total Service Allowance not to exceed the Cost of Service
  - (2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff
  - (3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities
  - (4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)
  - (5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance
- 

**\*\* PG&E USE ONLY**

Excess service allowance applied to distribution refundable amount per lot/unit

\$0.00	+	\$0.00	(=)	\$0.00
Allowance		35% ITCC		Refund per Residential Lot/Unit



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**Pacific Gas and Electric Company**  
**DISTRIBUTION AND SERVICE EXTENSION AGREEMENT**  
**EXHIBIT A - COST SUMMARY**

**REFERENCES:**

Notification # 102211385  
 Contract # 1060782  
 E15-PM # 30564274  
 E16R-PM # 30563860  
 E20B-PM #  
 E20C-PM #  
 G15-PM # 30564274  
 G16R-PM #

Applicant: SANTA CRUZ METRO TRANSIT DIST  
 Project Location/Name: 138 GOLF CLUB DR, SANTA CRUZ, 95060

**REIMBURSEMENT SUMMARY**

Reimbursements are provided for facilities that are installed by the Applicant which are normally the responsibility of PG&E per our tariffs. Reimbursements will be made after the facilities are accepted by PG&E, operational and ready to supply service. Reimbursable payments made for services will be reimbursed at the average rate shown as each service is connected. All reimbursements will be based upon PG&E's estimated costs.

**Electric Rule 15**

10 Year Refundable Advance Credit Amount		<u>\$0.00</u> <sup>(1)</sup>	
		- or -	
Non-Refundable Discount Option Credit Amount		<u>\$0.00</u> <sup>(1)</sup>	
Joint Pole Credits	(+)	<u>\$0.00</u>	
PG&E Betterments	(+)	<u>\$0.00</u>	
<b>SUB TOTAL:</b>	w/ 10 Year Refundable Advance Credit Amount	(=)	<u>\$0.00</u>
		- or -	
	w/ Non-Refundable Discount Credit Amount	(=)	<u>\$0.00</u>

**Electric Rule 16**

Joint Pole Credits		<u>\$0.00</u>	
Applicant Design Work within the Allowance	(+)	<u>\$0.00</u>	
<b>SUB TOTAL:</b>		(=)	<u>\$0.00</u>

**Reimbursements per Service Completion - Electric**

Energized System	<u>\$0.00</u> /service <sup>(2)</sup>
Non-energized System	<u>\$0.00</u> /service <sup>(2)</sup>

**Electric Rule 20B**

Joint Pole Credits		<u>\$0.00</u>	
Rule 20B Payment Credit	(+)	<u>\$0.00</u>	
<b>SUB TOTAL:</b>		(=)	<u>\$0.00</u>

**Electric Rule 20C**

Joint Pole Credits		<u>\$0.00</u>	
Rule 20C Payment Credit	(+)	<u>\$0.00</u>	
<b>SUB TOTAL:</b>		(=)	<u>\$0.00</u>



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**Streetlights**

**LS-1**

Standard Luminaries		<u>\$0.00</u>	
Standard Poles & Arms	(+)	<u>\$0.00</u>	
Protective Tubes	(+)	<u>\$0.00</u>	
Internal Wiring	(+)	<u>\$0.00</u>	
Overhead Conductor	(+)	<u>\$0.00</u>	
Underground Conductor	(+)	<u>\$0.00</u>	
Connections	(+)	<u>\$0.00</u>	

**LS-2**

Connections	(+)	<u>\$0.00</u>	
SUB TOTAL:		(=)	<u>\$0.00</u>

**Gas Rule 15**

10 Year Refundable Advance Credit Amount		<u>\$0.00</u> <sup>(1)</sup>	
		- or -	
Non-Refundable Discount Option Credit Amount		<u>\$0.00</u> <sup>(1)</sup>	
PG&E Betterments	(+)	<u>\$0.00</u>	
SUB TOTAL:	w/ 10 Year Refundable Advance Credit Amount	(=)	<u>\$0.00</u>
		- or -	
	w/ Non-Refundable Discount Credit Amount	(=)	<u>\$0.00</u>

**Gas Rule 16**

Stub Services		<u>\$0.00</u>	
Applicant Design Work within the Allowance	(+)	<u>\$0.00</u>	
SUB TOTAL:		(=)	<u>\$0.00</u>

<b>Reimbursements per Service Completion - Gas</b>			
	Pressurized System	<u>\$0.00</u>	/service <sup>(2)</sup>
	Non-Pressurized System	<u>\$0.00</u>	/service <sup>(2)</sup>

**Total Reimbursement**

10 Year Refundable Advance Option - Gas & Electric	<u>\$0.00</u> <sup>(3)</sup>
-- OR	
Non-Refundable Discount Option - Gas & Electric	<u>\$0.00</u> <sup>(3)</sup>
-- OR	
10 Year Refundable Advance Option - Gas / Non-Refundable Discount Option - Electric	<u>\$0.00</u> <sup>(3)</sup>
-- OR	
10 Year Refundable Advance Option - Electric / Non-Refundable Discount Option - Gas	<u>\$0.00</u> <sup>(3)</sup>

- (1) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.
- (2) This Reimbursement will be paid on a per service basis as each service is completed.
- (3) Excludes service completion reimbursements made under Rule 16. Service completion reimbursements will be made as each service is connected, on a per service basis.



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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008

**TO:** Board of Directors

**FROM:** Frank L. Cheng, Project Manager

**SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH ARNTZ BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE SERVICE BUILDING TO APRIL 30, 2008, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007.**

## I. RECOMMENDED ACTION

**That the Board of Directors approve an amendment to the contract with Arntz Builders Inc. that extends the contract expiration date to April 30, 2008, while maintaining the construction completion date of January 9, 2007.**

## II. SUMMARY OF ISSUES

- On December 16, 2005 the Board of Directors approved a contract with Arntz Builders, Inc. for the construction of the service-building component of the MetroBase Project.
- On January 11, 2007 the Board of Directors approved an amendment to the contract with Arntz Builders, Inc extending the contract expiration date for the MetroBase Service Building to February 29, 2007, while maintaining the construction completion date of January 9, 2007.
- The construction bid submitted by Arntz Builders identified a 365-day construction period and therefore the construction contract was written for a 365-day period commencing January 9, 2006 and ending January 9, 2007.
- In order to permit the continued payment of progress invoices, it is necessary to extend the contract completion date beyond the current February 29, 2007 expiration date.
- State permitting requirements and reviews, as well as weather, have resulted in a delay in the completion date for the construction of the service building.
- METRO is currently negotiating with Arntz Builders Inc. to determine how many days of delay will be allowed for the completion of construction.
- As construction activities are continuing it is necessary to amend the current contract with Arntz Builders to extend the expiration date of the contract in order for METRO to be able to pay the invoices for construction costs.

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- It is recommended that the contract with Arntz Builders, Inc. be amended to extend the expiration date to April 30, 2008. This action will not change the construction completion date in the contract.

### **III. DISCUSSION**

On December 16, 2005 the Board of Directors approved a contract with Arntz Builders, Inc. for the construction of the service-building component of the MetroBase Project. The construction bid submitted by Arntz Builders identified a 365-day construction period and therefore the construction contract was written for a 365-day period commencing January 9, 2006 and ending January 9, 2007. In order to permit the continued payment of progress invoices, it is necessary to extend the contract completion date beyond the current December 31, 2007 expiration date. State permitting requirements and reviews, as well as weather, have resulted in a delay in the completion date for the construction of the service building. METRO is currently negotiating with Arntz Builders Inc. to determine how many days of delay will be allowed for the completion of construction. As construction activities are continuing it is necessary to amend the current contract with Arntz Builders to extend the expiration date of the contract in order for METRO to be able to pay the invoices for construction costs.

On January 11, 2007 the Board of Directors approved an amendment to the contract with Arntz Builders, Inc extending the contract expiration date for the MetroBase Service Building to February 29, 2007, while maintaining the construction completion date of January 9, 2007. It is recommended that the contract with Arntz Builders, Inc. be amended to extend the expiration date to April 30, 2008. This action will not change the construction completion date in the contract. The language on this amendment is the same as previous amendments; only change is the contract completion date to April 30, 2008. Close out items left for payment includes manuals and closeout certificates which have not been invoiced.

### **IV. FINANCIAL CONSIDERATIONS**

The amendment of the contact with Arntz Builders, Inc. to extend the expiration date of the current contract will not have a financial impact on the MetroBase Project or the METRO Budget.

### **V. ATTACHMENTS**

**Attachment A:** None

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** February 22, 2008

**TO:** Board of Directors

**FROM:** Mark J. Dorfman, Assistant General Manager

**SUBJECT: CONSIDERATION OF RECEIPT OF REPORT ON EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES BY PAT PIRAS CONSULTING**

## I. RECOMMENDED ACTION

**It is recommended that the Board of Directors accept the report from Pat Piras Consulting on the Evaluation of the District's ADA/504 Programs and Activities.**

## II. SUMMARY OF ISSUES

- The District entered into a contract with Pat Piras Consulting for ADA/504 review of METRO programs, activities and services to determine whether they are accessible to disabled individuals on July 1, 2005.
- On December 16, 2005, the Board of Directors revised Administrative Regulation AR-1002 to conduct an ADA/504 review of METRO's current services, programs and activities to complete the work and submit the findings to the Board of Directors.

## III. DISCUSSION

The District entered into a contract with Pat Piras Consulting for ADA/504 review of METRO programs, activities and services to determine whether they are accessible to disabled individuals as required by Administrative Regulation AR-1002. This report serves as an update to the Transition Plan that is required of public entities under Title II of the ADA.

This report examined METRO's facilities, public area, employee areas as well as amenities (such as restrooms at transit centers), as well as METRO's Programs and Policies for compliance with ADA/504. This effort was unique due to the approach taken by the consultant to utilize local college students with a variety of physical, visual, and learning disabilities to conduct much of the field work.

Among the recommendations identified in the report were:

- The METRO website should be updated and financial resources should be allocated to this mode of communication.

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- METRO's "ADA Coordinator" should be more clearly identified for public communication and/or correspondence. This function is currently performed by the Legal Department.
- METRO Job Descriptions for both Fixed Route and Paratransit Operators should specify minimum qualifications required to assist passengers in mobility devices, including up vehicle ramps in areas without curbs.
- More information should be available on how/where to obtain large-print or Braille versions of Headways.
- Entry floor mats in buildings should be affixed to minimize slipping and/or bunching.
- Provisions should be added to the vendor responsibilities section of lease contracts at transit centers that require "accessible path of travel" and reasonable accommodation for their customers.
- Signage for passenger facilities should be kept up-to-date (reference to service animals rather than guide dogs) and they should be consistent across all facilities.
- Whenever permanent rooms and spaces are designated by signs, there should be equivalent Braille indications.

While outside of the scope of the report, the Consultant noted that METRO's bus stop signage was not fully in compliance with the ADAAG requirement that the route number have a minimum height of 3 inches. Currently METRO signs have route numbers of only 1 inch. Work is currently underway to implement this recommendation.

Staff is recommending that the recommendations of the report be adopted and that METRO staff undertake the actions necessary to implement them. Where funding is required, it will be included in the FY 2008/09 Budget.

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

Funds will be budgeted in the FY 2008/09 Budget to address the report's recommendations.

#### **V. ATTACHMENTS**

**Attachment A:** Final Report

**PAT PIRAS CONSULTING**

892 Grant Avenue San Lorenzo, CA 94580  
Phone: (510) 278-1631 Fax: (510) 278-4429 Email: [piras@ix.netcom.com](mailto:piras@ix.netcom.com)

**ADA/504 REVIEW OF METRO  
PROGRAMS, ACTIVITIES, AND SERVICES  
TO DETERMINE WHETHER THEY ARE  
ACCESSIBLE TO DISABLED INDIVIDUALS**

**Final Report  
February 2008**

**Prepared for  
Santa Cruz Metropolitan Transit District**

**ADA/504 REVIEW OF METRO PROGRAMS, ACTIVITIES,  
AND SERVICES TO DETERMINE WHETHER THEY ARE  
ACCESSIBLE TO DISABLED INDIVIDUALS**

**Final Report February 2008**

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# ADA/504 REVIEW OF METRO PROGRAMS, ACTIVITIES, AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES

## EXECUTIVE SUMMARY

### BACKGROUND

In March 2005, the Santa Cruz Metropolitan Transit District (hereafter referred to as SCMTD or METRO or the District) issued a Request for Proposals (RFP) for consultant assistance to conduct a review as to the compliance of Metro's "programs, activities, and services" (generally defined for this project as all matters except for actual on-the-street service) with the requirements of Section 504 of the Rehabilitation Act (Section 504) and with the Americans with Disabilities Act (ADA) of 1990. In effect, this project and report serves as an update to the "transition plan" required of public entities under Title II of the ADA.

In June 2005, the SCMTD Board authorized the award of a contract for the project to Pat Piras Consulting (Piras). A significant feature of the Piras proposal was the contracted employment of local college students with disabilities to do the majority of the field work.

As a caveat, it should be noted that this review did not, and was not intended to, address any differences between the federal ADA Accessibility Guidelines (ADAAG) and California Building Codes (Title 24, CCR), nor does this report address compliance with State requirements.

### FACILITIES

This major focus of the project was intended to identify issues relating to access "to and throughout" Metro facilities, including public areas, employee areas, and "amenities" where available (including restrooms in the transit centers). Each site was visited by at least two teams of students, usually with several visits for the passenger facilities. Surveys were conducted using the detailed forms developed by the federal Access Board (officially the Architectural and Transportation Barriers Compliance Board) and contained in their "Checklist for Buildings and Facilities."

For purposes of the project, facilities were categorized as either "public" facilities or "employee" facilities, depending on the site's primary function(s). Under this approach, both Metro Center (Pacific Station) and the Administration Building on Encinal Avenue were identified as public sites, even though both include significant employee work areas. Other public sites -- primarily passenger-oriented -- include Capitola Mall Transit Center, Watsonville Transit Center, and Scotts Valley (Cavallaro) Transit Center.



At the time of our site visits, the ParaCruz office on Research Park Drive was used for paratransit eligibility assessments as well as operations and light maintenance purposes. Since this is no longer true, we have categorized this site as an employee facility. Other work sites -- primarily focused on bus operations, maintenance, and administration -- include the facilities on Golf Club Drive, River Street, Dubois Street, and Vernon Street

Facilities constructed before the effective date of the federal ADAAG (January 26, 1991) are generally not subject to those requirements, unless they are reconstructed or altered, which has not occurred. For METRO, these "pre-ADA" sites include:

- MetroCenter
- Capitola Mall
- Minor Maintenance Facility (Golf Course Drive)
- Operations Building (River Street),

The MetroBase site currently under construction will provide updated employee facilities to replace some of the current locations, and METRO staff is attentive to the accessibility requirements both in design and construction.

## **PROGRAMS & POLICIES**

Regulation AR-1002 is SCMTD's ADA Complaint Procedure, most recently updated in January 2003. In it, METRO affirms its policy on non-discrimination and its commitment to the ADA/504 statutes and regulations with regard to the District's services, programs, and activities. The current review project was undertaken in furtherance of the policy.

This part of the assignment included both internal and externally-oriented processes and functions. We reviewed numerous documents, interviewed key personnel, and conducted additional field work.

### Internal Administrative Services & Functions

Departments and functions evaluated under this category included:

- Finance Department (Payroll, Accounts Payable/Receivable, Auditing)
- Human Resources (Hiring, Benefits, Training, Reasonable Accommodation)
- Information Technology (Computer Applications for Employees)

### Public (External) Services & Functions

Departments and functions evaluated under this category included:

- Administration Department (Board Meetings, Public Hearings & Notices, Press Releases)

- Marketing & Operations Information (“Headways”, Rider Alerts, Posters on Buses)
- Information Technology (Website)
- Fleet Maintenance Department (access in/on/out of vehicles). The formal project was defined to focus on lighting inside buses, but we also reviewed related practices such as calling out stops, bus stop signage, and “curbing” buses at stops.

## SUMMARY OF KEY FINDINGS AND CONCLUSIONS

Overall, METRO should be commended for its consistent and conscientious attention to customer service for all passengers, employees, and taxpayers, both with and without disabilities. There is strong and ongoing evidence that the District, management and personnel are all committed to providing the best possible service within fiscal constraints that they can. This project itself is an example of SCMTD’s pro-active approach to ensuring non-discrimination and civil rights protections for persons with disabilities.

In general, we found few, or minor, issues with compliance with applicable rules and requirements. The major problems identified for passenger facilities were largely the results of time and weather. More regular ongoing maintenance and monitoring can address these situations, and attention to these issues is already underway.

### “Public” Facilities

Five sites were included in this category, two of which pre-date the ADA.

#### *MetroCenter, opened in 1984*

- Well-utilized, both by transit patrons and other persons downtown
- Brown floor mats bunch up and can obstruct accessible path of travel
- Signage re: “guide dogs” is out of date
- Faded color markings on outside paths and travel areas detract from usefulness

#### *Capitola Mall Transit Center, leased 1987*

- Leased facility; property and ROW is under Mall jurisdiction, not SCMTD’s
- Layout of markings not conducive to pedestrian travel
- Tree gratings can be hazardous

#### *Watsonville Transit Center, opened 1995*

- Busy community site, but vendor furniture obstructs accessible travel
- Lighting and signage hard to see, especially when foliage obstructs route signs

#### *Cavallaro Transit Center (Scotts Valley), opened 1998*

- Facility is attractive but under-utilized, and the interior locked except for limited hours

- The automatic “accessible” swinging doors were inoperable during our visits, but have since been repaired.
- The location and layout for disabled parking spaces is compliant but curious, and we never observed any cars parked there during the study period

*Administration Building (Encinal Street), leased 1999*

- Multi-functional for public meetings and administrative staff, with shop functions in rear
- Disabled parking spot in front is several spaces away from the ramped entrance and requires a person to travel into traffic and around other cars to get to building
- All of the conference room seating can be easily moved to accommodate wheelchair users and other persons with disabilities
- Floor mat problem as with other sites

Employee Facilities

This category includes five facilities. Two are owned by the District and were acquired several years prior to the ADA. The three newer facilities are currently leased, with agreements signed post-ADA. The multi-phase MetroBase project is intended to gradually replace several of the District’s operating facilities, starting with service/fueling and maintenance functions. Not surprisingly, given the terrain and age of some buildings and their work purpose, the primary issues observed included natural sloping, wear and tear on parking areas, and heavy doors.

In several instances, Metro has modified a facility and/or working conditions once an employee with a disability is hired. We were informed anecdotally that the representative of one parts vendor is an individual with mobility impairments, who regularly visits the various maintenance and parts sites. Whether using crutches or a wheelchair, he can readily traverse both the shop areas and the parts storage areas.

*Minor Maintenance Facility (Golf Club Drive), opened 1983*

- Clearly a “shop,” but is generally clean, well-organized, and easy to traverse
- No accessible parking indicated
- Some obstructions to City ROW and sidewalk

*Operations Building (River Street), opened 1984*

- Older site with clearly utilitarian functions
- Most functions will be replaced by MetroBase

*Fleet Maintenance Facility (Dubois Street, 2 floors), leased 1995*

- Two-story building converted from a day care and recreational center
- As with other employee sites, parking and bathrooms were not fully compliant with ADAAG, but no one indicated any problem with their usability

*ParaCruz Office (Research Park Drive, Soquel), leased 2004*

- Parking out front is fairly crowded and the international symbol of accessibility on the asphalt is worn and faded
- Floor mat problem as with other sites

*Fleet Administration & Office (Vernon Street), leased 2005*

- METRO's newest facility; District is considering eventual purchase of the entire building. Current lease is only for the "second story" in back
- Modular furniture and cubicles allow ease of modification for access if needed
- METRO staff believe that, if needed, an elevator can be readily retrofitted to allow accessible travel between the two floors

Internal Administrative Functions

METRO has a clear and continuing commitment to quality for both passengers and employees. We identified no significant findings in any internal functions. Some Human Resources position classifications can be improved to better identify "essential job qualifications." For bus and ParaCruz operators, this would include the ability to help maneuver an occupied "common wheelchair."

Public (External) Services & Functions

All METRO meetings and functions are held at accessible locations, and sign language assistance is available upon request.

The "Headways" book of schedules and routes is readily available (free) throughout the County in its regular published format, and includes both English and Spanish information. However, information on how or where to obtain a copy in large-print or Braille is little known, and appears to be only in the Headways book itself. At a minimum, this information should be added to the website, and accessible formats available through the Administrative office.

The SCMTD website ([www.scmtd.org](http://www.scmtd.org)) has evolved over time and clearly shows it. It contains a wealth of information, and generally conforms to current telecommunications and accessibility requirements, but often not in a readily-intuitive manner to navigate. Given the increasing public reliance on the Internet as a means of information, METRO should look upon the website as one of its key publishing media, not just as an adjunct technological tool. In addition, SAFETEA-LU has specified "the World Wide Web" as a required element of public participation for transportation planning activities.

No comments regarding availability or accessibility of other information on-board the buses were mentioned by any persons we interviewed, and no complaints regarding the current stop-announcement procedures (which exceed the DOT ADA requirements) were received. METRO staff have been very conscientious in ensuring that stop

announcements are regularly made without being overly intrusive or annoying to passengers who do not desire the information.

Several of the student workers, especially those with limited vision capability, expressed displeasure and discomfort about the “lighting” situation on board the buses at night, where interior levels are left to the discretion of the coach operator. We recognize that this is an issue of disagreement between District management and UTU, and we fully respect the safety aspects of minimizing glare that can affect operators’ driving. Nevertheless, some “happy medium” that ensures better comfort, safety, and ease of mobility for passengers should be pursued as a common goal.

One of our most serious observations that was brought to the District’s attention, and for which a solution is already underway, was actually outside the original scope of this project, but we believed that it was significant enough that it could not be overlooked. The ADAAG requirements which relate to bus stop signage state, in effect, that “all new bus route identification signs shall ... to the maximum extent practicable ... (have a minimum character height of) 3 inches.” The standard “route identification” on current Metro stops and signs is only approximately 1 inch in height, but new, compliant signage is already being installed.

Another observation we made at all of the transit centers, again not part of the project assignment, was consistent and well-performed “curbing” of buses for easier passenger entry and egress. This is a tribute both to the operators and their training.

#### SPECIAL NOTE: PRELIMINARY FINDINGS WHICH HAVE BEEN ADDRESSED BY METRO

This section summarizes issues which the project identified, and for which SCMTD has already made, or begun, corrections:

- METRO has submitted thoughtful comments to several federal dockets that address accessibility issues in public transportation.
- The automatic “accessible” door at Cavallaro Transit Center was out of order and has since been repaired.
- Current “route identification” for bus stop signs (i.e., the route number) should be 3 inches high “to the maximum extent practicable.” METRO has begun changing this information for its nearly 1,000 signs.

#### SUMMARY OF RECOMMENDATIONS

As a result of this project, the consultant team recommends the following actions, in an approximate priority order:

1. The SCMTD website should be updated for content, with improved contrasts and clarity of topics. The increasing public and industry reliance on this communication mode warrants the dedication of additional District resources.
2. The District's "ADA Coordinator" should be more clearly identified for public communication and/or correspondence. We were told that this function is currently performed by METRO's Legal Department, but this should be clarified, and made available to the public consistent with the adopted ADA Complaint Procedure.
3. Human Resources "Job Descriptions" for operators (both fixed route and paratransit) should specify minimum qualifications required to assist passengers in mobility devices (e.g., currently 600 pounds when occupied, possibly more in the future), including up vehicle ramps in areas without curbs.
4. More information should be more readily available on how/where to obtain large-print or Braille versions of *Headways*.
5. Entryway floor mats in buildings should be affixed to minimize slippage and/or "bunching".
6. Provisions should be added to lease contracts at transit centers (e.g., vendors & kiosks) that require "accessible path of travel" and reasonable accommodation for their customers (under Title III) to vendors' responsibilities.
7. Signage for passenger facilities should be up-to-date (e.g., references to service animals rather than guide dogs) and consistent across all facilities.
8. Whenever "permanent rooms and spaces" are designated by signs, there should be equivalent Braille indications.

# **ADA/504 REVIEW OF METRO PROGRAMS, ACTIVITIES, AND SERVICES TO DETERMINE WHETHER THEY ARE ACCESSIBLE TO DISABLED INDIVIDUALS**

**FINAL REPORT    FEBRUARY 2008**

## **BACKGROUND**

In March 2005, the Santa Cruz Metropolitan Transit District (hereafter referred to as SCMTD or METRO or the District) issued a Request for Proposals (RFP) for consultant assistance to conduct a review as to the compliance of Metro's "programs, activities, and services" (generally defined for this project as all matters except for actual on-the-street service) with the federal requirements of Section 504 of the Rehabilitation Act (Section 504) and with the Americans with Disabilities Act (ADA) of 1990. In effect, this project and report serves as an update to the "transition plan" required of public entities under Title II of the ADA.

In June 2005, the SCMTD Board authorized the award of a contract for the project to Pat Piras Consulting (Piras). A significant feature of the Piras proposal was the contracted employment of local college students with disabilities to do the majority of the field work. During the course of the project, several notable occurrences, both at the national and local levels, affected the timing and course of the project. These are noted elsewhere in the report.

The startup of the project was significantly delayed by the strike of employees affiliated with the United Transportation Union (UTU), which in turn caused uncertainty and delay in the recruitment of student workers, and also lost the opportunity to identify "hot weather" circumstances that might have affected use of any of the facilities. Several significant federal regulatory proposals were introduced during the period since the study began, and METRO submitted formal comments to the dockets. None of the proposed rule changes have yet been finalized.

As a caveat, it should be noted that this review did not, and was not intended to, address any differences between the federal ADA Accessibility Guidelines (ADAAG) and California Building Codes (Title 24, Code of California Regulations).

## **PROJECT TEAM**

A graduate student working on a degree in Human Resources and with extensive experience with disability issues was employed to act as local coordinator for the student workers. A total of six college students, with a variety of physical, visual and learning disabilities, performed much of the field work reviewing facilities and commenting on their day-to-day experiences in using the system and Metro's programs.

Two students dropped out over the course of the project due to other responsibilities, and by the end of the project, several had graduated and moved on to full-time "real" jobs. Their input was invaluable, and all commented that they felt that the experience was quite useful to their personal and professional development. The students generally worked in teams of two to visit the sites, taking measurements and recording their observations. The graduate student assisted with review of the District's personnel job descriptions, and two of the students also contributed to the review of the SCMTD website.

## **OUTLINE of PROJECT REPORT**

The body of this report consists of the following elements:

1. Facilities
  - A Note about Detectable Warnings
  - Public Facilities
  - Employee Facilities
2. Programs & Policies
  - Internal Administrative Services & Functions
  - Public (External) Services & Functions
  - Bus Stop Signage and Bus Curbing
  - Website Review
3. Conclusion
4. Summary of Recommendations
  - Appendix A: Persons Interviewed for this Project*
  - Appendix B: Federal Activity Relating to the ADA during the Project Period*
  - Appendix C: Project Team*

In addition, more than 600 photographs were taken during the project to document relevant facilities and materials. These were culled down to approximately 200 for inclusion as a supplement to this report, some of which were used as presentation to the METRO Advisory Committee (MAC) and the Board of Directors. A compilation of the detailed ADAAG Survey forms used for review of each facility has been submitted to METRO as a separate document. All of the Final Report materials are available in electronic format.

## **SUMMARY of FINDINGS and CONCLUSIONS**

Overall, SCMTD has an exemplary commitment to, and success in, services for persons with disabilities, and Staff responded promptly and constructively to recommendations made throughout the course of this study. Some facilities date from before the ADA and are scheduled for replacement or other improvements; others are outside of METRO's jurisdiction or control. In general, "issues" that were identified are minor, and can be addressed primarily by increased monitoring and/or slight increases in staff or budget.

## 1. FACILITIES

This major focus of the project was intended to identify issues relating to access “to and throughout” Metro facilities, including public areas, employee areas, and “amenities” where available (including restrooms in the transit centers). Each site was visited by at least two teams of students, usually with several visits for the passenger facilities. Surveys were conducted using the detailed forms developed by the federal Access Board and contained in their “Checklist for Buildings and Facilities” which is available at: <http://www.access-board.gov/adaag/checklist/pdf/a16.pdf>

These forms describe, in detail by topic and function, the specifics of the “ADA Accessibility Guidelines” (commonly known as ADAAG). It should be noted that the survey forms date back to 1992 and are based on what is often referred to as “old ADAAG.” The newer updated guidelines adopted by the Access Board in 2004 have not yet been adopted for general use by the Department of Justice, and comparable survey forms have not yet been made available. The Access Board is an interagency federal organization whose responsibility is to develop standards and guidelines for accessibility -- in effect, defining the specifications for what an accessible “whatever” is. Its formal title is the Architectural and Transportation Barriers Compliance Board.

For purposes of the project, facilities were categorized as either “public” facilities or “employee” facilities, depending on the site’s primary function(s). Under this approach, both Metro Center (Pacific Station) and the Administration Building on Encinal Avenue were identified as public sites, even though both include employee work areas. Other public sites -- primarily passenger-oriented -- include Capitola Mall Transit Center, Watsonville Transit Center, and Scotts Valley (Cavallaro) Transit Center.

At the time of our site visits, the ParaCruz office on Research Park Drive was used for paratransit eligibility assessments as well as operations and light maintenance purposes. Since the eligibility function is no longer located here, we have categorized this site as an employee facility for this report, although the field work review treated it as a site commonly used by the public. Other work sites -- primarily focused on bus operations, maintenance, and administration -- include the facilities on Golf Club Drive, River Street, Dubois Street, and Vernon Street

Although the standards for accessibility features are identical in all cases, greater attention was given to locations more commonly used by members of the public. Within each of the categories, detailed documentation of the field work described below (descriptions, survey forms, and photographs) are arranged in chronological order (earliest to most recent) of METRO’s ownership or lease acquisition. The supplemental materials (survey forms and photographs) were provided to METRO under separate cover and are also available in electronic format.

Facilities constructed before the effective date of the federal ADAAG (January 26, 1991) are generally not subject to those requirements, unless they are reconstructed or altered, which has not occurred. For METRO, these "pre-ADA" sites include:

- MetroCenter
- Capitola Mall
- Minor Maintenance Facility (Golf Course Drive)
- Operations Building (River Street),

In each case, however, should the need arise, program accessibility or employee accommodation would be required.

The MetroBase site currently under construction will provide updated employee facilities to replace some of the current locations, and METRO staff is attentive to the accessibility requirements both in design and construction.

Students were directed to first visit several of the passenger facilities in their every-day role as persons with disabilities, and to provide a "qualitative" assessment of how the site did, or did not "work" for them. They subsequently visited all the sites using the formal survey instruments. In several cases, findings that were identified as "problems" during the qualitative visits were subsequently found to be quite legal, even though problematic or annoying for individuals. This simply points out the personal nature of individuals' interaction with their environment, and how alleged "non-compliance" may be primarily in the perception of semi-informed persons.

It should be noted that the ADAAG currently in effect are those first adopted by the Access Board in 1991, with relatively minor modifications through 2002. These are often referred to as "old ADAAG." In July 2004, the Access Board adopted "new ADAAG," which both re-format and in some cases change, the older provisions. However, the Access Board adoption does not, in and of itself, make these standards and guidelines legally binding. The majority of implementation issues, including a potential for retroactive modification, will be subject to the jurisdiction of the Department of Justice (DoJ), which issued an "Advance NPRM" (Notice of Proposed Rulemaking, primarily questions and requests for comments) in 2005. No proposed rule has yet been issued, and it is likely that it will be at least a year or two before any new DoJ regulations go into effect. However, in late 2006, USDOT issued a final rule requiring compliance with "new ADAAG" for future transportation facilities. Because MetroBase had been under construction before the effective date of this regulation, it is not subject to the changes (and it is primarily an employment site, anyway). Nevertheless, METRO staff is adhering to the best practices available for compliance.

A side-by-side comparison of the details of the old and new ADAAG (approximately 500 pages long) is available at:

<http://www.access-board.gov/ada-aba/comparison/index.htm>

## A Note About Detectable Warnings

Detectable warnings are defined by the Access Board as “a distinctive patterns of domes detectable by cane or underfoot”, and are used to alert people with visual disabilities of their approach to streets and hazardous drop-offs – sometime referred to as “those yellow bumpy things.” There is a wide variance in opinions as to their usefulness, what patterns or technical specifications work best, and how they impact people with other (or no) disabilities. These differences occur within the blind community, between various regulatory agencies at the federal level, and between the federal and state governments (e.g., California). The ADAAG requirements for detectable warnings were temporarily suspended during the period of 1994 to 2001, with the exception of boarding platforms at transit stations. The topic of detectable warnings is both contentious and confusing. Senior staff at the federal Department of Justice generally oppose requiring their use, while DOT rulemakers favor them. METRO facilities use a combination of “truncated dome” warnings and grooved pavement markers to delineate areas where pedestrians should exercise caution.

It should be noted that the Access Board is currently updating a lengthy process regarding public rights-of-way (PROW). When this is finalized, and if subsequently adopted by the Department of Justice, it may have further significant impacts, not only for METRO, but for all the municipalities within Santa Cruz County.

## Public Facilities

Five sites were included in this category, two of which pre-date the ADA. Section 3.08 of SCMTD’s ADA Complaint Procedure states that:

“Santa Cruz METRO shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities. The international symbol for accessibility shall be used at each accessible entrance of a facility.”

With the exception of the Encinal facility, such signage was not readily discernible to the student field workers.

### *\* MetroCenter, opened in 1984*

This is a heavily-used site, with much bus traffic and transit passenger usage. Because of the downtown location and availability of restrooms, it appears to be a convenient location for other individuals to congregate as well. A convenience store is well-patronized, but is very small and crowded, has one locked door with the “usable” one not well-marked when it is closed, and it is very difficult to navigate inside. The restrooms are also well-utilized, and maintenance workers do their best to keep the facilities clean in spite of extensive usage.

Both here and at various other sites, we observed brown floor mats intended to help keep interior floors and doorways clear from rain and/or debris, but these are not attached to the floor and are often bunched or moved, which can create navigation problems both for people with disabilities or anyone seeking an opportunity to “slip and fall.” Some means of attaching them in place would be useful to risk management practices, as well as improving the accessible path of travel. Options to explore could include Velco™ or small flat weights at strategic places along the mats.

Access to the upper floors, which include employee offices, break and storage facilities, and a conference room used for occasional meetings, is via a locked elevator (important for security), but a guard is usually on-duty to deploy it if needed.

One door to the facility is marked “No dogs allowed except guide dogs.” This is an outmoded reference to service animals. Correct signage should be at all relevant facilities. Also, as with other facilities, color demarcations on sidewalks and street areas were faded, detracting from users’ awareness.

Key Recommendations:

- Update signage re service animals
- Affix mats more firmly to the floor
- Require vendors to maintain clear travel paths and access
- Improve color contrast for outside areas of travel

\* *Capitola Mall Transit Center, leased 1987*

This site is leased from the Mall management firm, and was largely set into the existing structural layout. There are two bus lanes, one along the Mall side, and the other abutting the parking lot. Most of the markings on the roadway seem designed to delineate the “boundaries” of the overall transit center, rather than being guidelines for passenger or general public travel, and as a result are confusing and/or irrelevant for pedestrians. Some of what appear to be walkways lead directly to inaccessible curbs. The concrete areas, especially along the Mall-side right of way are deteriorating and may become dangerous for people with or without disabilities, although this is an issue within the jurisdiction of the private property, and subject to County occupancy permits. In particular, several of the protective tree gratings were somewhat “loose” from sidewalk level and could be a tripping danger. Because the site is leased, rather than owned, these issues are subject to the jurisdiction of the private owner and other public agencies, rather than METRO.

Of all the sites, this one seemed to experience the most obvious glare from the parking-lot-side canopies, which can be problematic for people with seizure disorders. While this condition is not subject to specific ADAAG requirements, it should be considered for future shelter construction.

Key Recommendations:

- Continue to work with Mall and public jurisdictions to improve and maintain safe access.
- Consider reduced-glare materials for future shelter construction.

\* *Watsonville Transit Center, opened 1995*

This site is set into a busy community activity area, and the vendor/kiosk areas seem well-patronized. This can cause a problem, however, because the portable eating areas and display racks are often set up to obstruct what should be accessible paths of travel. Provisions to identify the vendors' responsibilities for access under Title III of the ADA should be written into the lease contracts, and SCMTD should monitor compliance.

Lighting and signage here seem difficult. Route information is placed very high up and sometimes obscured by seasonal foliage. Of all the passenger sites, this one seems to have the least marking and/or protective identification for "extraneous" utilities, bushes, etc., especially along the sidewalk areas surrounding the transit center, that could be tripping or access hazards for persons with visual disabilities.

Key Recommendations:

- Working with City regarding safety and access of adjacent public areas
- Require vendors to maintain clear travel paths and access
- Improve color contrast for outside areas of travel
- Keep foliage trimmed to avoid obstructing route signage

\* *Cavallaro Transit Center (Scotts Valley), opened 1998*

This is an attractive facility, unfortunately under-utilized, that serves Metro local routes, as well as the Highway 17 Express and the Amtrak connector. The interior of the facility is only open during limited commute times, and seems seldom used, except perhaps for the restrooms. The one automatic "accessible" doorway to the building had become inoperable, but was marked as "out of order" after we brought it to METRO's attention. It has since been repaired and maintained.

The restrooms are available during limited hours. Their location is well-marked, but one of the accessible flush controls has not been working.

The most striking issue we identified here, which does not directly relate to ADA requirements, is the location and layout for disabled parking spaces. Although all on a level terrain, the location require users to cross the roadway used by both buses and autos in order for patrons to get to and from the bus loading areas. Whether because of this layout, or because there is not a dearth of other parking spaces, we never saw a single car parked in this area during the study, although one was observed in December 2007. A more direct and apparently shorter path of travel would be to use several spaces in the first row of the upper lot. The available ramps and pathways are nicely accessible, although some low-lying areas collect water and sand depending on weather conditions.

Key Recommendations:

- Monitor use and safety of disabled parking spaces.
- Repair accessible flush toilet.

\* *Administration Building (Encinal Street), leased 1999*

This site is used for METRO's administrative offices and is the location for half of the regular meetings of the Board of Directors (the other half are held at various municipal offices). Various other meetings with the public and with contractors and other agencies also frequently occur at this site. In addition, the back part of the building serves as a shop for the District's signage and benches, and well as other light maintenance functions.

There is a small parking lot at the front of the building and a larger lot at the side, both of which are shared with other facilities in the complex. The disabled parking spot in front is several spaces away from the ramped entrance and requires a person to travel into traffic and around other cars. The accessible doorway is marked, although not very obviously, and on one occasion when we were visiting had been accidentally left locked during business hours.

As with other locations, the floor mats here bunch up and can cause tripping or be difficult to traverse. The restroom doors are a bit heavy to open, although they appear to comply with ADAAG provisions. Otherwise, the layout of the office facilities is easy to use, and is set up in a way that can be accessibly traveled. All of the conference room seating can be moved to accommodate wheelchair users and other persons with disabilities.

The shop area is easy to traverse.

Key Recommendations:

- Work with site ownership to relocate disabled parking closer to building entrance and out of path of traffic
- Affix mats more firmly to the floor

Employee Facilities

This category includes five facilities. Two are owned by the District and were acquired several years prior to the ADA. The three newer facilities are currently leased, with agreements signed post-ADA. The multi-phase MetroBase project is intended to gradually replace several of the District's operating facilities, starting with service/fueling and maintenance functions. Not surprisingly, given the terrain, age of some buildings, and functions performed, the primary issues observed included natural sloping, wear and tear on parking areas, and heavy doors.

In several instances, Metro has modified a facility and/or working conditions once an employee with a disability is hired. We were informed anecdotally that the representative of one parts vendor is an individual with mobility impairments, who regularly visits the various maintenance and parts sites. Whether using crutches or a wheelchair, he can readily traverse both the shop areas and the parts storage areas.

*Minor Maintenance Facility (Golf Club Drive), opened 1983*

This older facility is clearly a "shop," but is generally quite clean, well-organized, and easy to traverse. No accessible parking is indicated. The student field workers indicated that a telephone pole and fire hydrant obstruct travel near the sidewalk area, although this public right-of-way is outside METRO's control.

*Operations Building (River Street), opened 1984*

This also is an older site with clearly utilitarian functions. There is little signage to indicate the purpose or use of various spaces, and overall it appears a bit dark inside, although there have apparently not been any requests to increase the brightness. The students indicated that the distance for an office worker to the most accessible restrooms was lengthy. Because the building pre-dates ADA, no significant structural modifications are required, although if a worker with a disability requested reasonable accommodation, such a request would need to be considered. This site is planned to be replaced by MetroBase.

*Fleet Maintenance Facility (Dubois Street, 2 floors), leased 1995*

This building was converted from previous non-transit uses by other tenants and occupies two floors. The top story is primarily used for storage, and there is considerable empty space for expansion if needed. As with other employee sites, parking and bathrooms were not fully compliant with ADAAG, but no one indicated any problem with their usability.

*ParaCruz Office (Research Park Drive, Soquel), leased 2004*

This facility is located in a business/light industrial park with shared parking for other tenants. It is used as the scheduling/dispatch office for ParaCruz, with parking and light maintenance for the paratransit vehicles in the back. At the time of our site visit, it was also used as the main location for applicants to come in for eligibility determinations, although this is no longer true.

The parking out front is fairly crowded and the international symbol of accessibility on the asphalt is worn and faded. We were told by the Accessible Services Coordinator that it is a lengthy distance to reach the office from the closest fixed-route bus stop. METRO is planning to relocate this office along a bus line in the future.

As with other locations, the brown floor mats were bunched and hazardous. Braille signage was limited, except for restrooms. Any signage that designates "permanent rooms and spaces" should have equivalent Braille markings.

*Fleet Administration & Office (Vernon Street), leased 2005*

This is METRO's newest facility, and the District is considering eventual purchase of the entire building. Currently, the lease is only for the "second story", which is located off a separate entrance in what appears to be the back of the lot. It is not well-signed, and employees at the other tenancy (a printing office) appear to be somewhat weary of directing METRO visitors to the correct location.

The layout of the office is light, open and airy, with a few offices and a fair amount of modular furniture, which can be readily altered to accommodate changes in uses or users. METRO staff believe that, if the full building is purchased, an elevator can be readily retrofitted to allow accessible travel between the two floors. If this is not feasible, accommodation will be required, as needed, to ensure that employees and visitors receive full program accessibility.

**Key Recommendations for Employee Facilities:**

- Improve signage for disabled parking spaces
- Affix mats more firmly to the floor
- Be attentive to potential needs for accessibility improvements to restrooms
- When "permanent rooms and spaces" are designated by signs, there should be equivalent Braille indications.

16.9.19

## 2. PROGRAMS & POLICIES

Regulation AR-1002 is SCMTD's ADA Complaint Procedure, most recently updated in January 2003. The Procedure and Process are readily available to the public at <http://scmtd.com/ada.html>

In the introductory statement to the procedure, METRO affirms its policy on non-discrimination and its commitment to the ADA/504 statutes and regulations with regard to the District's services, programs, and activities. This review project was undertaken in furtherance of the policy.

The Procedures contain a few minor outdated references (e.g., MASTF §5.03 and a Front Street location §6.04d). It indicates that complaints (sometimes referred to as "grievances"), can be in writing submitted to the attention of the Assistant General Manager, the Accessible Services Coordinator, or the Customer Service Coordinator, or via telephone to the Claims Investigator (the current person in this position is Spanish-bilingual). A specific "ADA Coordinator" as required by Justice Department regulations (28 CFR part 35) is not clearly identified, although responsibility is vested in "the General Manager or his designee." It would be more helpful to the public if a specific individual or position were identified.

### Internal Administrative Services & Functions

Departments and functions evaluated under this category included:

- Finance Department (Payroll, Accounts Payable/Receivable, Auditing)
- Human Resources (Hiring, Benefits, Training, Reasonable Accommodation)
- Information Technology (Computer Applications for Employees)

We interviewed several District personnel including the Human Resources Manager and the Safety & Training Coordinator. We also interviewed representatives from both UTU and SEIU. No issues were observed or identified regarding the Finance Department functions that are applicable to applicants or employees with disabilities. Nearly every person interviewed could readily recall one or more examples of "reasonable accommodation" that have been provided to assist employees in performing their job, or at a lighter-duty level. According to the Human Resources Manager, there have actually never been any "requests" for reasonable accommodation; rather, METRO has offered employee assistance if they become aware of a situation that may indicate such a need. In some cases, this has included computer modifications, work-space restructuring, or extended leave. Documentation of such actions is maintained in the HR Department. No problems were identified in dealing with reasonable accommodation under Title I of the ADA, although SCMTD should be careful to avoid a perception that accommodation must be "offered" by the District; an employee with a disability has an independent right to request reasonable accommodation.

The Human Resources function of position classifications deserves some discussion. We reviewed more than 60 job descriptions, covering nearly all of the positions available and/or filled at METRO. In general, compliance with the ADA may be more readily identifiable if categories in the position description such as “knowledge and abilities” were more clearly categorized as “essential job qualifications.”

**We recommend one specific clarification of “essential functions” for the positions of coach and van operators.** The DOT ADA regulations require that “where necessary or upon request, (transit system) personnel shall assist individuals with disabilities with the use of securement systems, ramps, and lifts” and that (the transit system) “shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features.” A “common wheelchair” is one that weighs up to 600 pounds when occupied, and which fits within specified size dimensions. One of the unintended consequences of the development of low-floor bus technology is that it turns out that the current ADAAG specification for slope on a deployed vehicle ramp simply does not work properly. This is a nation-wide issue, not just local. Under normal operating conditions, an “ADA compliant” bus ramp must usually rest on a curb to lessen the actual slope in order to allow a wheelchair user to board unassisted, and there are numerous parts of the Santa Cruz County service area without curbs. Further, given the ever-increasing size and weight of mobility devices in use, and to the extent that METRO allows passengers with wheelchairs that exceed the “common” dimensions of size and/or weight, the position classifications for coach and paratransit operator should be revised to clearly indicate the likely requirement to assist in pushing a wheelchair that weighs up to, or more than, 600 pounds, either on level terrain or up a ramp.

In the Spring of 2007, the Access Board issued a request for comments to precede a formal rulemaking regarding new ADAAG for Buses and Vans. It is anticipated that both the size and weight dimensions regarding mobility devices that must be transported may be increased. However, they have also suggested a change for ramps from a 1:4 slope to 1:8, which would make independent usage easier, but transit industry comments indicate that such a change may not be structurally feasible. The District also made comments to this docket, expressing several concerns.

### Public (External) Services & Functions

Departments and functions evaluated under this category included:

- Administration Department (Board Meetings, Public Hearings & Notices, Press Releases)
- Marketing & Operations Information (“Headways”, Rider Alerts, Posters on Buses)
- Information Technology (Website)
- Fleet Maintenance Department (access in/on/out of vehicles). This was defined to in our project field work include:

Lighting inside buses  
Calling out stops \*  
Bus stop signage \*  
"Curbing" buses at stops \*

\* topics added that were formally beyond project scope but relevant to this review

Public information regarding Board meetings, public hearings, and other District-sponsored functions carries a notice that states:

"The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Encinal Conference Room is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting."

Staff indicates that such requests are very seldom received, but are accommodated if received in a timely manner. All SCMTD public meetings are held in accessible locations.

The "Headways" book of schedules and routes is readily available (free) throughout the County in its regular published format, and includes both English and Spanish information. However, information on how or where to obtain a copy in large-print or Braille is little known or available. The *Headways* book states only that "large print (11x17) copies of this HEADWAYS can be requested from the Accessibility Coordinator (831-423-3868)." If a person cannot read the *Headways* book, they would not be likely to find this information. At a minimum, availability information should be added to the website, and accessible formats should be available through the Administrative office.

No comments regarding availability or accessibility of other information on-board the buses were mentioned by any persons we interviewed, and no complaints regarding the current stop-announcement procedures (which exceed the DOT ADA requirements) were received. It appears that METRO staff have been very conscientious in ensuring that stop announcements are regularly made without being overly intrusive or annoying to passengers who do not desire the information. Based on a consultant study, METRO has invested in a "shielding" of the mechanism's wiring so that excess cross-noise is minimized.

Several of the student workers, especially those with limited vision capability, expressed displeasure and discomfort about the "lighting" situation on board the buses at night, where interior levels are left to the discretion of the coach operator. We recognize that this is an issue of disagreement between District management and UTU, and we fully respect the safety aspects of minimizing glare that can affect operators' driving. Nevertheless, some "happy medium" that ensures better comfort, safety, and ease of

mobility for passengers should be pursued as a common goal. This could take a variety of options, including use of reading lights onboard, translucent or colored "sleeves" to dim some lights, or a more formal practice that certain banks of lights stay on during operation. We urge that some mutually agreeable, consistent practice be decided on, so that passengers know what to expect. This may be an appropriate topic for MAC to provide advice about. It does not appear, at this time, that the Access Board intends to impose any standards for interior lighting in transit vehicles. The photographs taken for the project show very distinctive comparisons, from the outside of coaches, of the effect of interior lights on or off at night.

### Bus Stop Signage and Bus Curbing

One of our most serious observations that was brought to the District's attention, and which they are developing a means to address, was actually outside the original scope of this project, but we believed that it was significant enough that it could not be overlooked. The ADAAG requirements which relate to bus stop signage state, in effect, that "all new bus route identification signs shall ... to the maximum extent practicable ... (have a minimum character height of) 3 inches." The "route identification" is generally construed to be the route number itself, and need not apply to any supplemental information. In addition, the ADAAG specifically states that "bus schedules, timetables, or maps that are posted at the bus stop or bus bay are not required to comply with this provision." The standard "route identification" on current Metro stops and signs is only approximately 1 inch in height. It is our interpretation that every time a route or schedule is changed so that new information is posted, even at an "old" location, is sufficient to trigger the "new route identification" provision. METRO Maintenance staff has begun a program to implement this recommendation.

Another observation we made at all of the transit centers, again not part of the project assignment, was consistent and well-performed "curbing" of buses for easier passenger entry and egress. This is a tribute both to the operators and their training.

### Website Review

The SCMTD website ([www.scmtd.org](http://www.scmtd.org)) has evolved over time and clearly shows it. It contains a wealth of information, but often not in a readily-intuitive manner to navigate. Given the increasing public reliance on the Internet as a means of information, METRO should look upon the website as one of its key publishing media, not just as an adjunct technological tool. In addition, SAFETEA-LU has specified "the World Wide Web" as an element of public participation for transportation planning activities.

In general the SCMTD website conforms to the current technical requirements of section 508 of the Telecommunications Act (which are being updated by the Access Board), but it is not very user-friendly. It might be described as "non-discriminatory" in

that it is equally difficult for just about anyone to use. Some information is totally out-of-date, such as a 1996 comparison of "Transit vs. Automobile Costs" (assuming gasoline and oil costs of \$0.056/mile), while the State and Federal legislative programs relate to 2004. In contrast, we note that the District's summary operating budget for FY 2007-08 is current, while operating facts are available as of the most recent audit.

Staff indicates that the SCMTD website is one of the few in the country, to their knowledge, which presents route schedules both in *html* as well as *pdf* formats. The former is generally more compatible with screen readers that are used by people with visual disabilities or literacy problems. Some users do not like the "inverted" format, which shows timepoints on the left-column rather than across the top, but an investigation in 2001 by FTA's Office of Civil Rights in response to a complaint deemed the well-documented reasons for the approach as acceptable.

During the course of this project, notices and materials for monthly meetings of the Metro Advisory Committee (MAC) were added to the Board of Directors page, yet this presence is not readily discernible from the home page. A former "new" and unconstructed link reputedly to the now-defunct Metro Accessible Transit Services Forum has been removed. The order of topics on the home page properly has important passenger topics such as routes and fares up-front, but later topics do not seem to have any pattern. "How to Contact Us" and "Tell Us" previously appeared redundant, but have been changed to provide appropriate information; the latter includes links to the ADA Complaint Procedure and Complaint Form.

Contrast between the light blue background and dark blue font for links can be difficult for some people to discern. The "Return" button at the bottom of each page also lacks useful contrast. Some charts do not readily re-size text, which can be problematic for people who use a large-text screen. The use of AltaVista's Babel Fish translation site can be helpful, although the directions for use may be confusing for people whose primary language is not English. With the evolution of technology, it may be useful to consider adding "speech enabling" capability to the SCMTD website.

On the positive side, the existence of Board archives back to 1995 is a feature for which outside researchers have noted appreciation. Staff indicates that this is also a cost-saving feature which also allows requests for historical information to be responded to more quickly than by paper-and-postage methods.

One consultant resource (<http://www.schallerconsult.com/transitwebsite/principles.htm>) suggests "six principles for developing transit web sites":

- Focus on ease of use and service information
- Provide for the varying needs of different audience segments
- Count the audiences
- Test the site with users
- Promote the site
- Integrate the Web with Business Processes

Overall, we recommend that a comprehensive update of the SCMTD website should be a key priority for enhanced communication with all customers. Both perceptual/"artistic" and substantive elements have much room for improvement, which can also lead to an increased perception of METRO as a responsive and forward-thinking public agency. Again, this may be a topic on which MAC input could be solicited and helpful.

The current year METRO budget has funds allocated for consultant assistance to update the website, which may be useful. Over the longer term, however, we recommend that this function be maintained in-house, to ensure both consistency and commitment with overall District goals. Logically, this function should be staffed within the IT Department. For purposes of salary comparison, one Northern-California bus system that we checked with has a "Website Coordinator" position at a job classification level comparable to those of Planner, Office Manager, and Transportation Supervisor.

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### **3. CONCLUSION**

Overall, METRO should be commended for its consistent and conscientious attention to customer service for all passengers, employees, and taxpayers, both with and without disabilities. This project itself is an example of SCMTD's pro-active approach to ensuring non-discrimination and civil rights protections for persons with disabilities.

There is strong and ongoing evidence that the District, management and personnel are all committed to providing the best possible service within fiscal constraints that they can, for all passengers. This review largely provided a "fresh set of eyes" to help continue that mission.

In general, we found few, or minor, issues with compliance with applicable rules and requirements. The major problems identified for passenger facilities were largely the results of time and weather. More regular ongoing maintenance and monitoring can help to address these situations. Perhaps our most significant recommendation, although it was outside the intended scope of this project, was that bus stop signage should be changed to conform to ADAAG, at least for all new postings and schedule changes, and METRO has begun this process.

Another change that has already occurred as a result of this project includes repair of the automatic door at Cavallaro Transit Center.

As part of earlier discussion, we recommended that "Metro may wish to consider commenting to the Access Board as they update the Vehicle Specifications portion of ADAAG (now in 49CFR, part 38) over the next year or two." This item has been at least partially mooted by the Access Board's Request for Comments on Bus and Van Vehicle Specifications, which occurred in the spring of 2007, and to which METRO submitted comments. However, a formal Notice of Proposed Rulemaking will likely occur in the next year, and METRO should remain attentive to the topic. Depending on final actions taken by the Access Board and DOT, the results may have considerable impact on vehicle design, availability and cost.

As a reminder, it should be noted that this review did not, and was not intended to, address any differences between ADAAG and California Building Codes (Title 24, CCR), nor does it address compliance with California requirements. One topic where this may be particularly relevant regards different approaches to detectable warnings, which California emphasizes and the federal Department of Justice does not. METRO should be aware of differences in applicable interpretations, where these occur.

#### **4. SUMMARY OF RECOMMENDATIONS**

As a result of this project, the consultant team recommends the following actions, in an approximate priority order:

1. The SCMTD website should be updated for content, with improved contrasts and clarity of topics. The increasing public and industry reliance on this communication mode warrants the dedication of additional District resources.
2. The District's "ADA Coordinator" should be more clearly identified for public communication and/or correspondence. We were told that this function is currently performed by METRO's Legal Department, but this should be clarified, and made available to the public consistent with the adopted ADA Complaint Procedure.
3. Human Resources "Job Descriptions" for operators (both fixed route and paratransit) should specify minimum qualifications required to assist passengers in mobility devices (e.g., currently 600 pounds when occupied, possibly more in the future), including up vehicle ramps in areas without curbs.
4. More information should be more readily available on how/where to obtain large-print or Braille versions of *Headways*.
5. Entryway floor mats in buildings should be affixed to minimize slippage and/or "bunching".
6. Provisions should be added to lease contracts at transit centers (e.g., vendors & kiosks) that require "accessible path of travel" and reasonable accommodation for their customers (under Title III) to vendors' responsibilities.
7. Signage for passenger facilities should be up-to-date (e.g., references to service animals rather than guide dogs) and consistent across all facilities.
8. Whenever "permanent rooms and spaces" are designated by signs, there should be equivalent Braille indications.

**APPENDIX A  
PERSONS INTERVIEWED FOR THIS PROJECT**

Frank Bauer	Safety and Training Coordinator
John Daugherty	Accessible Services Coordinator
Mark Dorfman	Assistant General Manager
Margaret Gallagher	General Counsel
Gary Klemz	SEIU Local 415 (now 512)
Paul Marcelin-Sampson	(former) MAC Member
Bonnie Morr	Chairperson, UTU Local 23
Steve Paulson	Paratransit Administrator
Robyn Slater	Human Resources Manager
Patricia Spence	Board Member, Santa Cruz County Appointment
Tom Stickel	Maintenance Manager
Les White	General Manager

## APPENDIX B FEDERAL ACTIVITY RELATING TO THE ADA DURING THE PROJECT PERIOD

Several significant events occurred during the course of the project that will, or are likely to, have an effect, which in some cases is still undetermined, on Metro's "programs, activities, and services."

In August 2005, President Bush signed the long-awaited reauthorization of the federal surface transportation programs (both transit and highway provisions), officially known as the "Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users" (SAFTEA-LU). This funding and programmatic authorization is effective through September 30, 2009, and includes significant expansions in available transit funding, as well as the initiation of several new programs, including a focus on "coordination" with human service transportation programs.

SAFETEA-LU also added a new requirement that before the Federal Transit Administration (FTA) issues any "substantive policy statement, rule or guidance" that will impose a "binding obligation" on grant recipients, the agency must follow applicable requirements for public notice and comment (49 U.S.C. §5334(l)). The public transportation industry had sought this provision to bring greater transparency and clarity to FTA actions and interpretations. However, both DOT and FTA have taken the position that this provision does not apply to DOT itself, or to DOT actions such as the ADA regulations.

In early September 2005, shortly after SAFETEA-LU went into effect, there suddenly appeared on the FTA website a page entitled "DOT Disability Law Guidance":

[http://www.fta.dot.gov/civilrights/ada/civil\\_rights\\_3886.html](http://www.fta.dot.gov/civilrights/ada/civil_rights_3886.html)

Each of the four new "guidance" documents bore a statement at the end that it "has been approved through the Department of Transportation's Disability Law Coordinating Council as representing the official views of the Department on this matter" (DLCC). Under applicable law, such "guidance" is legally deemed to be non-binding, but this critical status has seldom been clearly conveyed by USDOT or FTA representatives, and in fact the guidance itself, as well as a series of extra-regulatory expansions of interpretation have been deemed subject to enforcement by FTA, whose Civil Rights staff often refer to the guidance as "this is what's in effect."

In February 2006, USDOT issued a Notice of Proposed Rulemaking (NPRM) to amend its implementing regulations for the ADA. Most notably for METRO and most other public transit systems, these would include an expansion of the 504 and ADA regulations to require "reasonable modification" of policies and practices for passengers with disabilities, both on the fixed-route service and for complementary paratransit. In some cases as SCMTD well knows, this provision is already being subject to DOT and FTA oversight, even though it does not appear in any reasonably identifiable language in the regulations or in any historical documentation. The uncertainties that the proposed new interpretation would add, both for transit systems and the great majority

of passengers, created a flurry of comments to the docket during the period through July 2006. The NPRM would also make issuances from the DLCC "valid and binding," even though this internal staff group appears to operate with no discernible public comment opportunities. In addition, comments were solicited on other controversial topics, such as whether (or how) the definition of a "common wheelchair" should be modified and how paratransit "trips" (or denials) should be counted. As of the date of this writing (September 2007), no further rule or clarification has been issued.

On October 30, 2006, USDOT issued a final rule to adopt the 2004 ADAAG updates relating to transportation facilities, such as bus stops, shelters, and passenger stations. These went into effect on November 29, 2006 and will affect any future passenger-related construction or renovation on which METRO embarks. However, this rulemaking also contains "guidance" that furthers the approach to "reasonable modification." The Federal Register Notice for this action, which also contains a link to the ADAAG provisions, is available at <http://frwebgate1.access.gpo.gov/cgi-bin/waisgate.cgi?WAISdocID=704461348506+0+0+0&WASAction=retrieve>

**APPENDIX C  
PROJECT TEAM**

Special acknowledgement is extended to the college students who assisted with the project and were responsible for much of the detailed facility field work and measurements.

Graduate Student Coordinator: Angela Holleman

The students who participated throughout the project work were:

Michelle Desmond

Armando Hernandez

Gavin Kassel

Gregory Spickard

In addition, Gavin Williamson and Zachary Woodford participated for part of the project.