

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA  
NOVEMBER 20, 2009 (Fourth Friday of Each Month)

\*WATSONVILLE CITY COUNCIL CHAMBERS\*

\*275 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) OR AT METRO'S ADMINISTRATIVE OFFICES LOCATED AT 370 ENCINAL STREET, SUITE 100, SANTA CRUZ, CA**

**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. New China Express Re: Restaurant Lease
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

## **CONSENT AGENDA**

- 5-1. APPROVE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF SEPTEMBER 2009
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR SEPTEMBER 2009
- 5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF ZONIA BEECHER WALDON, CLAIM #09-0016(B)  
DENY THE CLAIM OF KIM COLEMAN, CLAIM #09-0022  
DENY THE CLAIM OF MARIANNE CLEWORTH, CLAIM #09-0024
- 5-4. ACCEPT AND FILE MAC AGENDA FOR NOVEMBER 18, 2009 AND MINUTES OF SEPTEMBER 16, 2009
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF SEPTEMBER 2009
- 5-6. ACCEPT AND FILE PARACRUZ FUELING STATUS REPORT

- 5-7. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR SEPTEMBER 2009
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR SEPTEMBER 2009
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR SEPTEMBER 2009
- 5-10. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-11. APPROVE REGULAR BOARD MEETING MINUTES OF OCTOBER 23, 2009
- 5-12. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE OCTOBER 2009 MEETING(S)
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH FRICKE PARKS PRESS FOR PRINTING OF HEADWAYS
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CLASSIC GRAPHICS FOR VEHICLE BODY REPAIR AND PAINT SERVICES
- 5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SHAW/YODER/ANTWIH, INC. FOR STATE LEGISLATIVE SERVICES
- 5-16. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CAPITALEDGE ADVOCACY, LLC (FORMERLY CAROLYN C. CHANEY & ASSOCIATES) FOR FEDERAL LEGISLATIVE SERVICES
- 5-17. ACCEPT AND FILE REPORT ON STATUS OF WEBSITE REDESIGN
- 5-18. ACCEPT AND FILE REPORT ON STATUS OF BUS STOP STICKER REDESIGN
- 5-19. CONSIDERATION OF APPROVING THE REVISED ADA COMPLAINT PROCEDURE REGULATION TO UPDATE NEW ADMINISTRATION OFFICE ADDRESS AND PERSONNEL CHANGES EFFECTIVE DECEMBER 4, 2009

#### **REGULAR AGENDA**

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS  
Presented by: Chair Bustichi

7. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON METRO'S PROPOSED TITLE VI PROGRAM REGULATION AND COMPLAINT PROCEDURE**  
Presented By: Margaret Gallagher, District Counsel  
**PUBLIC HEARING WILL TAKE PLACE AT 9:00 A.M.**
  
8. **PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON METRO'S PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 1.73% FOR FISCAL YEAR 2010 (FY10) AND THE METHODOLOGY USED TO SET THE GOAL AND EXTEND PUBLIC COMMENT PERIOD**  
Presented By: Margaret Gallagher, District Counsel  
Angela Aitken, Finance Manager & Acting Assistant General Manager  
**PUBLIC HEARING WILL TAKE PLACE AT 9:00 A.M.**
  
9. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH iXP CORPORATION FOR CONSULTANT SERVICES FOR UPGRADE OF METRO'S CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM**  
Presented By: Ciro Aguirre, Operations Manager
  
10. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SOUTHERN COMPUTER WAREHOUSE FOR PURCHASE OF MICROSOFT OFFICE 2007 PRO LICENSES PLUS SOFTWARE ASSURANCE**  
Presented By: Terry Gale, Information Technology Manager
  
11. **CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR STATE FUNDING IN THE AMERICAN RECOVERY AND REINVESTMENT ACT'S CALIFORNIA ENERGY COMMISSION'S STATE ENERGY PLAN'S MUNICIPAL AND COMMERCIAL BUILDING TARGETED MEASURE RETROFIT GRANTS PROGRAM**  
Presented By: Angela Aitken, Finance Manager & Acting Assistant General Manager
  
12. **CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR FEDERAL FUNDING IN THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION'S COMMERCIAL MOTOR VEHICLE OPERATOR SAFETY TRAINING GRANT PROGRAM**  
Presented By: Angela Aitken, Finance Manager & Acting Assistant General Manager
  
13. **CONSIDERATION OF TERM EXPIRATIONS AND VACANCIES ON THE METRO ADVISORY COMMITTEE**  
Presented By: Leslie R. White, General Manager

14. CONSIDERATION OF HOW TO DESIGN AN ADOPT-A-STOP BUS STOP BENCH/SHELTER DONATION PROGRAM THAT WORKS FOR SANTA CRUZ METRO IN ACCORDANCE WITH ITS NEEDS AND POLICIES  
Presented By: Margaret Gallagher, District Counsel
15. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

## **SECTION II: CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Pursuant to Government Code Section 54956.9(a))
  - a. Name of Case: Claim of Joe Blair
2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
(Pursuant to Government Code Section 54957)
  - a. Title: General Manager

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

17. REPORT OF CLOSED SESSION

## **ADJOURN**

### **NOTICE TO PUBLIC**

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

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

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

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The 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, November 27, 2009 on Comcast Channel 26 and also on Charter Channel 72.

November 8, 2009

Santa Cruz Metropolitan

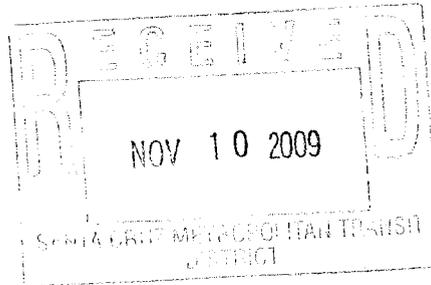
Margaret Gallagher

Direct Counsel

New China Express

920 Pacific Ave

Santa Cruz, CA 95060



Dear Ms Gallagher,

We are writing this letter in regard to the recent decision of next contract extension for New China Express located at 920 Pacific Ave. My agent has informed me the contract will not be renewed or extended; instead it will be awarded to the highest bidder. This decision has created a disadvantage and unfair situation for my business.

Since May 2007, after signing of the contact, we have complied with everything according to contract. Our lease was always on time and the restaurant has maintained or exceeded standards set by both Health Department and Fire Department, creating a safe and friendly environment to serve our guests range from Metro Employees, UC Students and Tourist.

When we (me and my wife) purchased the restaurant, we used up all our savings in hoping to create a safety net for our retirement. Unfortunately the poor economy has caused nearly every business to lose business. My business was no exception; I often worked 10 plus hours in the restaurant in order to survive, as right now we have not yet broke even. During these hard times, as a small business owner, I am glad that your company is trying everything you can to ensure my business can operate without any disruption. We especially appreciate when things are broken, such as sewerage or electricity, your company would contract specialist to fix the problem right away.

Now as the economy is moving towards recovery, I am confident my business will prosper along with it. However this recovery process does take time, without extending the contract or renegotiating the terms, I may lose everything. I am urging your company to take my circumstance and my past history with your company into consideration and extend the contract or renegotiate terms to assure reasonable time to operate this space and rebound from this economic setback.

Sincerely

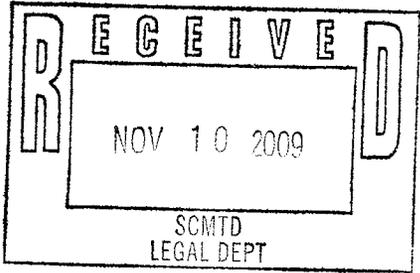
Hui Chang Du and Bao Ping Chen Owners

*Hui Chang Du and Bao Ping Chen*

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2-a:2

To:  
Board of Directors



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

DATE: 09/01/09 THRU 09/30/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
32763	09/16/09	-5.00	T193	PALMA, EDGAR MARTINEZ		26989	CHANGE MACHINE/MTC	-5.00	**VOID
33073	09/16/09	-500.00	002237	ACCESS OPTIONS, INC.		27620	OUT RPR REV VEH	-500.00	**VOID
33688	09/15/09	-50.00	960	SANTA CRUZ COUNTY EAC		28815	9/17 SEMINAR	-50.00	**VOID
33698	09/08/09	199.86	002861	AMERICAN MESSAGING SVCS, LLC		28919	SEPT PAGERS	199.86	
33699	09/08/09	17,687.44	941	ASSURANT EMPLOYEE BENEFITS		28979	SEPT LTD INS	17,687.44	
33701	09/08/09	6,108.55	001	AT&T		28920	JUL ENCINAL FAX LINE	30.83	
						28921	JULY HR FAX LINE	29.72	
						28922	JUL METRO PHONE LINE	30.65	
						28923	JULY PHONES/PACIFIC	29.95	
						28924	JULY PHONES/OPS	32.86	
						28925	JULY IT LINE/ENCINAL	328.54	
						28926	JULY PHONES/PT	993.06	
						28927	JULY IT LINE/ENCINAL	171.13	
						28928	JULY PHONES/OPS	60.75	
						28929	JULY IT LINE/PACIFIC	328.54	
						28930	JULY PHONES/GOLF	519.39	
						28938	JULY FAX LINE/OPS	30.89	
						28939	JULY FAX LINE/LGL	29.01	
						28940	JULY FAX LINE/DUBOIS	29.22	
						28941	JULY ALARMS/VERNON	61.19	
						28942	JULY HR LINES	67.49	
						28943	JULY PHONES/METRO	131.94	
						28944	JUL IT LINES/ENCINAL	107.74	
						28945	JULY PHONES/ENCINAL	178.42	
						28946	JULY ALARMS/SVTC	85.56	
						28947	JULY FAX LINE/PT	126.53	
						28948	JULY ALARMS/DUBOIS	57.17	
						28949	JUL FAX LINE/ENCINAL	42.10	
						28950	JULY FIRE ALRAM/WTC	94.62	
						28951	JULY PHONES/MTC	306.80	
						28952	JULY PHONES/ENCINAL	364.66	
						28953	JULY PHONES/OPS	393.95	
						28954	JULY IT LINES/PT	545.35	
						28955	JULY PHONES/WTC	31.79	
						28956	JULY IT LINES/PT	664.54	
						28957	JULY 1200 RIVER	204.16	
33702	09/08/09	358.24	001D	AT&T		28918	T1 LINE/GOLF	358.24	
33703	09/08/09	130,658.56	001276	BANK OF MARIN		28993	MAY RETAINAGE/MB	80,970.84	
						28995	JUNE RETAINAGE/MB	49,687.72	
33704	09/08/09	5,759.31	664	BAY COUNTIES PITCOCK PETROLEUM		28888	JULY FUEL/FLT	5,759.31	
33705	09/08/09	691.10	002189	BUS & EQUIPMENT		28859	REV VEH PARTS	239.99	
						28860	REV VEH PARTS	451.11	
33706	09/08/09	100.00	B018	BUSTICHI, DENE	7	28959	AUG BOARD MTGS	100.00	
33707	09/08/09	275.00	502	CA PUBLIC EMPLOYEES'		28998	10/26-10/28 TRAINING	275.00	
33708	09/08/09	1,983.89	002627	CDW GOVERNMENT, INC.		28982	OFFICE SUPPLY/IT	592.65	
						28983	OFFICE SUPPLY/IT	592.64	
						28984	OUT RPR EQUIP	798.60	
33709	09/08/09	50.00	B014	CITY OF WATSONVILLE		28969	AUG BOARD MTG	50.00	
33710	09/08/09	125.00	001113	CLARKE, SUSAN	7	28978	EXT BUS ANNOUN/AUDIT	125.00	
33711	09/08/09	35,388.13	001124	CLEAN ENERGY		28891	8/6 LNG/FLT	9,804.63	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 09/01/09 THRU 09/30/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						28892	8/6 LNG/FLT	9,865.14	
						28893	8/3 LNG/FLT	7,423.66	
						28894	8/18 LNG/FLT	8,294.70	
33712	09/08/09	7.80	002063	COSTCO		28621	PHOTO PROCESS/OPS	7.80	
33713	09/08/09	2,623.00	E638	COTTER, ROBERT		28917	8/23-9/7 RELOCATION	2,623.00	
33714	09/08/09	3,210.10	504	CUMMINS WEST, INC.		28910	REV VEH PARTS	431.56	
						28911	REV VEH PARTS	2,778.54	
33715	09/08/09	964.05	R560	DAVILA, MARGARITA		28970	SETTLEMENT/RISK	964.05	
33716	09/08/09	9,112.69	157	DELL MARKETING L.P.		28985	OFFICE EQUIP/IT	122.20	
						28986	OFFICE EQUIP/IT	8,990.49	
33717	09/08/09	6,299.07	085	DIXON & SON TIRE, INC.		28861	AUG TIRES/PT	15.00	
						28895	AUG TIRES/FLT	102.30	
						28896	AUG TIRES/FLT	87.98	
						28897	AUG TIRES/FLT	2,573.92	
						28898	AUG TIRES/FLT	2,079.01	
						28899	AUG TIRES/FLT	212.27	
						28900	AUG TIRES/FLT	428.99	
						28901	AUG TIRES/FLT	349.75	
						28902	AUG TIRES/FLT	449.85	
33718	09/08/09	78.00	002388	DOGHERRA'S	7	28914	OUT RPR REV VEH	78.00	
33719	09/08/09	75.00	001492	EVERGREEN OIL INC.		28817	HAZ WASTE DISP	75.00	
33720	09/08/09	990.00	432	EXPRESS EMPLOYMENT PROS		28880	TEMP/FAC W/E 8/16	990.00	
33721	09/08/09	173.03	372	FEDERAL EXPRESS		28999	AUG SHIPPING	173.03	
33722	09/08/09	105.00	002295	FIRST ALARM		28863	PROF/TECH/PT	105.00	
33723	09/08/09	877.82	282	GRAINGER		28838	REPAIRS/MAINTENANCE	501.86	
						28839	REPAIRS/MAINTENANCE	309.34	
						28840	REPAIRS/MAINTENANCE	66.62	
33724	09/08/09	100.00	B023	GRAVES, RON		28960	AUG BOARD MTGS	100.00	
33725	09/08/09	100.00	B021	HAGEN, DONALD N.	7	28961	AUG BOARD MTGS	100.00	
33726	09/08/09	3,690.69	001745	HARTFORD LIFE AND ACCIDENT INS		28977	SEPT LIFE/AD&D INS	3,690.69	
33727	09/08/09	43.06	510A	HASLER, INC.		28864	SEPT EQUIP RENTAL/PT	43.06	
33728	09/08/09	50.00	B006	HINKLE, MICHELLE	7	28962	AUG BOARD MTGS	50.00	
33729	09/08/09	278.83	215	IKON OFFICE SOLUTIONS		28990	7/19-8/18 MAINT/ADM	278.83	
33730	09/08/09	44.00	E161	JUAN, DARRYL		28912	DMV FEES	44.00	
33731	09/08/09	225.00	852	LAW OFFICES OF MARIE F. SANG	7	28789	WORKERS COMP CLAIM	225.00	
33732	09/08/09	834.60	001145	MANAGED HEALTH NETWORK		28980	SEPT EAP PREMIUM	834.60	
33733	09/08/09	262.78	R561	MARK WATSON D.B.A. KINGHAM		28996	SETTLEMENT/RISK	262.78	
33734	09/08/09	50.00	B025	MARTINEZ, EMILIO	7	28963	AUG BOARD MTG	50.00	
33735	09/08/09	1,125.20	001305	MCMILLAN & SHUREEN LLP	7	28883	PROF SVCS/RISK	1,125.20	
33736	09/08/09	650.00	764	MERCURY METALS		28865	REV VEH PARTS	650.00	
33737	09/08/09	387.63	001052	MID VALLEY SUPPLY		28811	CLEANING SUPPLIES	387.63	
33738	09/08/09	364.47	041	MISSION UNIFORM		28807	UNIF/LAUNDRY/FAC	50.44	
						28866	UNIF/LAUNDRY/FLT	28.95	
						28884	UNIF/LAUNDRY/FLT	26.91	
						28885	UNIF/LAUNDRY/FLT	69.85	
						28886	UNIF/LAUNDRY/FLT	137.15	
						28887	UNIF/LAUNDRY/FLT	51.17	
33739	09/08/09	1,450.37	002721	NEXTEL COMMUNICATIONS		28867	JULY PHONES/PT	1,450.37	
33740	09/08/09	137.45	002323	NORTHERN SAFETY CO., INC.		28937	SAFETY SUPPLIES	137.45	
33741	09/08/09	446.10	400	OFFICE DEPOT, INC.		28991	OFFICE SUPPLY/ADM	446.10	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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 ALL CHECKS FOR ACCOUNTS PAYABLE

DATE: 09/01/09 THRU 09/30/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
33742	09/08/09	41.62	043	PALACE ART & OFFICE SUPPLY		28882	OFFICE SUPPLY/MTC	41.62	
33743	09/08/09	399.24	950	PARADISE LANDSCAPE INC	0	28808	OUT RPR/SVTC	49.24	
						28858	TREE REMOVAL	350.00	
33744	09/08/09	100.00	B024	PIRIE, ELLEN	7	28964	AUG BOARD MTGS	100.00	
33745	09/08/09	31.76	882	PRINT SHOP SANTA CRUZ	7	28813	OFFICE SUPPLY/LGL	31.76	
33746	09/08/09	9.25	107A	PROBUILD		28796	REPAIRS/MAINTENANCE	4.10	
						28797	CREDIT MEMO	-15.00	
						28806	REPAIRS/MAINTENANCE	20.15	
33747	09/08/09	2,457.20	001098	ROBERT HALF MANAGMENT RESOURCE		28958	TEMP/FIN W/E 8/21	1,971.20	
						28989	TEMP/ADMIN W/E 8/21	486.00	
33748	09/08/09	100.00	B022	ROBINSON, LYNN MARIE		28965	AUG BOARD MTGS	100.00	
33749	09/08/09	100.00	B015	ROTKIN, MIKE	7	28966	AUG BOARD MTGS	100.00	
33750	09/08/09	248.33	002713	SANTA CRUZ AUTO TECH, INC.		28853	OUT RPR REV VEH	248.33	
33751	09/08/09	172.98	135	SANTA CRUZ AUTO PARTS, INC.		28851	REV VEH PARTS	121.81	
						28852	REV VEH PARTS	51.17	
33752	09/08/09	1,277.32	079	SANTA CRUZ MUNICIPAL UTILITIES		28889	7/15-8/13 CEDAR	967.34	
						28890	7/15-8/13 ENCINAL	189.89	
						28997	7/15-8/13 1217 RIVER	120.09	
33753	09/08/09	5,598.36	977	SANTA CRUZ TRANSPORTATION, LLC	7	28916	JULY 09 PT SVCS	5,598.36	
33754	09/08/09	3,476.98	001232	SPECIALIZED AUTO AND		28843	OUT RPR REV VEH	153.22	
						28844	OUT RPR REV VEH	628.83	
						28845	OUT RPR REV VEH	1,107.15	
						28869	OUT RPR REV VEH	152.95	
						28870	OUT RPR REV VEH	247.00	
						28871	OUT RPR REV VEH	153.22	
						28872	OUT RPR REV VEH	95.15	
						28873	OUT RPR REV VEH	173.36	
						28874	OUT RPR REV VEH	153.22	
						28875	OUT RPR REV VEH	153.22	
						28876	OUT RPR REV VEH	153.22	
						28877	OUT RPR REV VEH	153.22	
						28878	OUT RPR REV VEH	153.22	
33755	09/08/09	50.00	B012	SPENCE, PAT	7	28967	AUG BOARD MTG	50.00	
33756	09/08/09	50.00	B017	STONE, MARK	7	28968	AUG BOARD MTG	50.00	
33757	09/08/09	279.14	001040	TERRYBERRY CO., LLC		28835	EMP INCENTIVE	279.14	
33758	09/08/09	75.00	001165	THANH N. VU MD	7	28868	MEDICAL EXAM	75.00	
33759	09/08/09	1,126.16	001800	THERMO KING OF SALINAS, INC		28907	REV VEH PARTS	1,126.16	
33760	09/08/09	9,017.46	001083	WATSONVILLE TRANSPORTATION, INC		28915	JULY 09 PT SERVICES	9,017.46	
33761	09/08/09	1,990.55	001223	WATSONVILLE CADILLAC, BUICK,		28854	REV VEH PARTS	173.86	
						28855	REV VEH PARTS	75.87	
						28856	REV VEH PARTS	53.77	
						28857	OUT RPR REV VEH	1,687.05	
33762	09/08/09	1,175,927.02	002887	WEST BAY BUILDERS, INC.		28992	CONST SVC MB TO 5/31	728,737.55	
						28994	CONST SVC MB TO 6/30	447,189.47	
33763	09/14/09	459.64	294	ANDY'S AUTO SUPPLY	0	29033	REV VEH PARTS	459.64	
33764	09/14/09	590.39	001	AT&T		29004	DS1 LINE	590.39	
33765	09/14/09	235.60	876	ATCHISON, BARISONI, CONDOTTI &	7	29097	LEGAL SVCS/425 FRONT	235.60	
33766	09/14/09	682.01	002689	B & B SMALL ENGINE		29005	SMALL TOOL/RPR/MAINT	682.01	
33767	09/14/09	774.00	011	BEWLEYS CLEANING	7	29020	AUG JANITOR/RESEARCH	774.00	
33768	09/14/09	371.66	001287	BLUE SHIELD OF CALIFORNIA		29102	FED STIMULUS COBRA	371.66	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
33769	09/14/09	64.00	E640	CHAVEZ, JESSE		29104	DMV FEES	64.00	
33770	09/14/09	125.00	001113	CLARKE, SUSAN	7	29079	EXT BUS ANNOUN/AUDIT	125.00	
33771	09/14/09	7,313.26	909	CLASSIC GRAPHICS		29065	OUT RPR REV VEH	5,817.03	
						29066	OUT RPR REV VEH	1,496.23	
33772	09/14/09	45,683.84	001124	CLEAN ENERGY		29056	8/27 LNG/FLT	9,694.51	
						29057	8/24 LNG/FLT	8,631.01	
						29060	8/12 LNG/FLT	8,156.80	
						29061	8/15 LNG/FLT	9,517.92	
						29067	8/21 LNG/FLT	9,683.60	
33773	09/14/09	22.56	002063	COSTCO		28931	PHOTO PROCESS/OPS	5.63	
						28932	PHOTO PROCESS/OPS	6.74	
						28933	PHOTO PROCESS/OPS	2.02	
						28934	PHOTO PROCESS/OPS	1.30	
						28935	PHOTO PROCESS/OPS	2.54	
						28936	PHOTO PROCESS/OPS	4.33	
33774	09/14/09	17,886.22	504	CUMMINS WEST, INC.		29036	REV VEH PARTS	1,801.99	
						29037	REV VEH PARTS	57.55	
						29038	OUT RPR REV VEH	16,026.68	
33775	09/14/09	4,033.18	085	DIXON & SON TIRE, INC.		28862	AUG TIRES/PT	330.80	
						29024	AUG TIRES/FLT	699.51	
						29025	AUG TIRES/FLT	424.55	
						29026	AUG TIRES/FLT	215.52	
						29027	AUG TIRES/FLT	934.51	
						29028	AUG TIRES/FLT	1,344.29	
						29029	AUG TIRES/FLT	33.00	
						29030	AUG TIRES/FLT	33.00	
						29031	AUG TIRES/FLT	18.00	
33776	09/14/09	318,489.22	001284	DMC CONSTRUCTION INC.		29058	CONST SVC MB TO 7/31	318,489.22	
33777	09/14/09	35,387.69	001295	FIRST NATIONAL BANK		29059	JULY RETAINAGE/MB	35,387.69	
33778	09/14/09	1,225.35	282	GRAINGER		29032	CLEANING SUPPLIES	889.31	
						29087	SAFETY SUPPLY/PT	164.63	
						29088	SAFETY SUPPLY/PT	171.41	
33779	09/14/09	245.00	001093	KROLL LABORATORY SPECIALISTS		29078	JULY/AUG DRUG TESTS	245.00	
33780	09/14/09	900.00	852	LAW OFFICES OF MARIE F. SANG	7	28881	WORKERS COMP CLAIM	900.00	
33781	09/14/09	50.00	880	LEXISNEXIS		29077	AUG ACCESS CHARGES	50.00	
33782	09/14/09	162.50	001304	MARIA E. MATTIOLI CA. CCI		29103	TRANSLATION SVCS	162.50	
33783	09/14/09	163.25	764	MERCURY METALS		29084	OUT RPR REV VEH	163.25	
33784	09/14/09	81.92	041	MISSION UNIFORM		28879	UNIF/LAUNDRY/FAC	52.10	
						28971	UNIF/LAUNDRY/PT	29.82	
33785	09/14/09	292.82	001063	NEW FLYER INDUSTRIES LIMITED		29044	REV VEH PARTS	85.36	
						29045	REV VEH PARTS	27.12	
						29046	REV VEH PARTS	164.34	
						29047	REV VEH PARTS	16.00	
33786	09/14/09	1,827.47	002721	NEXTEL COMMUNICATIONS		29042	AUG PHONES/OPS	1,827.47	
33787	09/14/09	34,042.76	001176	NORTHSTAR, INC.		29001	1000 HOUR SVC	4,180.22	
						29011	JULY MAINT/REPAIRS	14,842.00	
						29012	JUNE MAINT/REPAIRS	14,842.00	
						29099	OUT RPR - EQUIP	178.54	
33788	09/14/09	370.06	400	OFFICE DEPOT, INC.		29086	OFFICE SUPPLY/PT	370.06	
33789	09/14/09	9,578.13	009	PACIFIC GAS & ELECTRIC		29006	7/28-8/26 115 DUBOIS	14.24	

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						29007	7/28-8/26 111 DUBOIS	1,390.90	
						29008	7/28-8/26 ENCINAL	3,457.27	
						29009	7/28-8/26 115 DUBOIS	162.12	
						29010	7/28-8/26 115 DUBOIS	8.68	
						29016	7/25-8/26 1200 RIVER	1,377.69	
						29017	7/28-8/26 1122 RIVER	23.68	
						29018	7/28-8/26 138 GOLF	2,858.27	
						29053	7/28-8/26 110 VERNON	285.28	
33790	09/14/09	185.13	043	PALACE ART & OFFICE SUPPLY		28909	OFFICE SUPPLY/FLN	104.08	
						28913	OFFICE SUPPLY/PT	63.54	
33791	09/14/09	2,430.00	002823	PAT PIRAS CONSULTING	7	29063	OFFICE SUPPLY/FLT	17.51	
33792	09/14/09	525.50	481	PIED PIPER EXTERMINATORS, INC.		29076	PROF SVCS	2,430.00	
						28827	AUG PEST CONTROL	48.50	
						28828	AUG PEST CONTROL	183.00	
						28829	AUG PEST CONTROL	53.00	
						28830	AUG PEST CONTROL	241.00	
33793	09/14/09	1,500.00	001221	PITNEY BOWES-RESERVE ACCOUNT		29105	POSTAGE/MTC	1,500.00	
33794	09/14/09	555.00	001149	PREFERRED PLUMBING, INC.		29013	OUT REPAIR/MTC	308.00	
						29014	OUT REPAIR/WTC	247.00	
33795	09/14/09	1,445.02	156	PRINT GALLERY, THE		29094	AUG PRINTING/MTC	941.43	
						29095	AUG PRINTING/MTC	503.59	
33796	09/14/09	240.68	107A	PROBUILD		28831	REPAIRS/MAINTENANCE	5.80	
						28832	REPAIRS/MAINTENANCE	27.23	
						29019	SMALL TOOL	6.89	
						29022	REPAIRS/MAINTENANCE	4.71	
						29062	REV VEH PARTS	196.05	
33797	09/14/09	1,971.20	001098	ROBERT HALF MANAGMENT RESOURCE		29043	TEMP/FIN W/E 8/28	1,971.20	
33798	09/14/09	1,117.28	001379	SAFETY-KLEEN		29015	HAZ WASTE DISP	1,117.28	
33799	09/14/09	301.26	135	SANTA CRUZ AUTO PARTS, INC.		28972	REV VEH PARTS	207.46	
						29034	REV VEH PARTS	84.00	
						29035	PARTS & SUPPLIES/FLT	9.80	
33800	09/14/09	25.00	960	SANTA CRUZ COUNTY EAC		29100	9/17 SEMINAR	25.00	VOIDED
33800	09/24/09	-25.00	960	SANTA CRUZ COUNTY EAC		29100	9/17 SEMINAR	-25.00	**VOID
33801	09/14/09	54.89	079	SANTA CRUZ MUNICIPAL UTILITIES		29021	7/27-8/13 GOLF	54.89	
33802	09/14/09	1,635.90	002459	SCOTTS VALLEY WATER DISTRICT		29003	6/8-8/7 SVTC	1,635.90	
33803	09/14/09	1,921.80	001232	SPECIALIZED AUTO AND		28846	OUT RPR REV VEH	317.79	
						28847	OUT RPR REV VEH	173.36	
						28848	OUT RPR REV VEH	490.63	
						28849	OUT RPR REV VEH	156.67	
						28850	OUT RPR REV VEH	156.67	
						28973	OUT RPR REV VEH	156.67	
						28974	OUT RPR REV VEH	156.67	
						28975	OUT RPR REV VEH	156.67	
						28976	OUT RPR REV VEH	156.67	
33804	09/14/09	240.00	001299	TELEPHONICS		29000	OUT RPR/FUEL STN	240.00	
33805	09/14/09	295.00	915	WORKIN.COM, INC.		28981	2 JOB ADVERTISEMENTS	295.00	
33806	09/21/09	625.00	002237	ACCESS OPTIONS, INC.		27620	OUT RPR REV VEH	500.00	
						29161	OUT RPR REV VEH	125.00	
33807	09/21/09	30,119.93	001264	ANDREWS INTERNATIONAL INC		29183	7/27-8/30 SECURITY	30,119.93	
33808	09/21/09	10.00	E529	ARAGON, CLARENCE		29238	DMV FEES	10.00	

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33809	09/21/09	157.62	001A	AT&T		29187	AUG PHONES/138 GOLF	157.62	
33810	09/21/09	677.95	002189	BUS & EQUIPMENT		29163	REV VEH PARTS	677.95	
33811	09/21/09	22.00	014	CABRILLO COLLEGE		29107	AUG FINGERPRINTING	22.00	
33812	09/21/09	5,000.00	002346	CHANEY, CAROLYN & ASSOC., INC.		28987	SEPT LEGISLATIVE SVC	5,000.00	
33813	09/21/09	68.08	001346	CITY OF SANTA CRUZ		29133	AUG LANDFILL	68.08	
33814	09/21/09	1,079.05	130	CITY OF WATSONVILLE UTILITIES		29138	RODRIGUES/CONTAINER	721.78	
						29139	8/1-9/1 RODRIGUEZ	42.92	
						29140	7/29-8/27 WTC	239.49	
						29141	7/29-8/27 WTC	32.44	
						29142	7/29-8/27 WTC	42.42	
33815	09/21/09	125.00	001113	CLARKE, SUSAN	7	29121	EXT BUS ANNOUN/AUDIT	125.00	
33816	09/21/09	1,348.13	909	CLASSIC GRAPHICS		29110	OUT RPR REV VEH	1,348.13	
33817	09/21/09	9,810.58	001124	CLEAN ENERGY		29055	8/30 LNG/FLT	9,810.58	
33818	09/21/09	1,245.00	001084	CLUTCH COURIERS		29098	AUG INTEROFFICE MAIL	1,245.00	
33819	09/21/09	12,154.98	002569	COMERICA BANK		29039	WORK COMP FUND	12,154.98	
33820	09/21/09	184.00	367	COMMUNITY TELEVISION OF		29172	TV COVERAGE 8/28	184.00	
33821	09/21/09	4.41	002063	COSTCO		29041	PHOTO PROCESS/OPS	4.41	
33822	09/21/09	1,035.56	001048	CRUZ CAR WASH		29150	OUT RPR REV VEH	1,035.56	
33823	09/21/09	266.50	157	DELL MARKETING L.P.		29166	OFFICE SUPPLY/IT	266.50	
33824	09/21/09	4,750.20	085	DIXON & SON TIRE, INC.		29068	AUG TIRES/FLT	636.81	
						29069	AUG TIRES/FLT	431.05	
						29070	AUG TIRES/ FLT	449.85	
						29071	AUG TIRES/FLT	1,715.95	
						29072	AUG TIRES/FLT	934.51	
						29073	AUG TIRES/FLT	346.50	
						29074	AUG TIRES/FLT	15.00	
						29155	SEPT TIRES/PT	220.53	
33825	09/21/09	500.00	002862	ECOLOGICAL CONCERNS INC.		29226	WATER DRAINAGE MB	500.00	
33826	09/21/09	2,936.25	432	EXPRESS EMPLOYMENT PROS		29137	TEMP/FAC W/E 8/30	1,980.00	
						29193	TEMP/FAC W/E 9/6	956.25	
33827	09/21/09	299.00	001753	FOX VALLEY SYSTEMS, INC		29188	REPAIRS/MAINTENANCE	299.00	
33828	09/21/09	10.00	E454	GARCIA, JULIO		29234	DMV FEES	10.00	
33829	09/21/09	339.56	001302	GARDA CL WEST		29169	ARMORED CAR SVCS	339.56	
33830	09/21/09	309.02	282	GRAINGER		29190	REPAIRS/MAINTENANCE	297.76	
						29191	REPAIRS/MAINTENANCE	11.26	
33831	09/21/09	492.06	001097	GREENWASTE RECOVERY, INC.		29143	AUG GARB/KINGS VLG	182.28	
						29144	AUG GARB/MT HERMON	78.25	
						29145	AUG GARB/RESEARCH	213.75	
						29146	AUG GARB/GREEN VLY	17.78	
33832	09/21/09	10.00	E468	HAMDANI, NOAH		29237	DMV FEES	10.00	
33833	09/21/09	72.27	510A	HASLER, INC.		29225	OCTOBER MTR RENTAL	72.27	
33834	09/21/09	30,000.00	002116	HINSHAW, EDWARD & BARBARA	7	29177	370 ENCINAL RENT	30,000.00	
33835	09/21/09	707.42	001209	IKON FINANCIAL SERVICES		29184	10/1-12/31 LEASE	707.42	
33836	09/21/09	15,767.45	002117	IULIANO	7	29175	111 DUBOIS RENT	12,397.69	
						29176	115 DUBOIS RENT	3,369.76	
33837	09/21/09	10.00	E449	JEHNING, KYM		29235	DMV FEES	10.00	
33838	09/21/09	10.00	E527	JENKINS-GLENN, JASIRI		29236	DMV FEES	10.00	
33839	09/21/09	41.30	039	KINKO'S INC.		29126	PRINTING/MTC	41.30	
33840	09/21/09	1,645.13	001119	MACERICH PARTNERSHIP LP	7	29174	CAPITOLA MALL RENT	1,645.13	
33841	09/21/09	1,228.48	764	MERCURY METALS		29152	OUT RPR REV VEH	142.00	

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						29153	OUT RPR REV VEH	152.48	
						29154	OUT RPR REV VEH	650.00	
						29164	OUT RPR REV VEH	142.00	
						29165	OUT RPR REV VEH	142.00	
33842	09/21/09	10.00	E467	MESECK, MARGARITA		29231	DMV FEES	10.00	
33843	09/21/09	943.65	041	MISSION UNIFORM		29023	UNIF/LAUNDRY/FAC	76.84	
						29048	UNIF/LAUNDRY/FLT	137.15	
						29049	UNIF/LAUNDRY/FLT	53.15	
						29050	UNIF/LAUNDRY/FLT	7.61	
						29051	UNIF/LAUNDRY/FLT	26.91	
						29052	UNIF/LAUNDRY/FLT	69.85	
						29113	UNIF/LAUNDRY/FLT	137.15	
						29114	UNIF/LAUNDRY/FLT	53.15	
						29115	UNIF/LAUNDRY/FLT	26.91	
						29116	UNIF/LAUNDRY/FLT	69.85	
						29117	UNIF/LAUNDRY/FLT	137.15	
						29118	UNIF/LAUNDRY/FLT	51.17	
						29119	UNIF/LAUNDRY/FLT	69.85	
						29120	UNIF/LAUNDRY/FLT	26.91	
						29232	DMV FEES	10.00	
33844	09/21/09	10.00	E466	MITCHELL, LISA		29189	SAFETY SUPPLIES	1,987.98	
33845	09/21/09	1,987.98	001627	NEW PIG CORPORATION		29162	AUG PHONES/PT	1,496.53	
33846	09/21/09	1,496.53	002721	NEXTEL COMMUNICATIONS		29147	AUG MAINT/1200 RIVER	14,842.00	
33847	09/21/09	14,842.00	001176	NORTHSTAR, INC.		29108	EMP TRAINING	1,105.00	
33848	09/21/09	1,105.00	E645	OLANDER, JOY		29149	7/31-8/28 PACIFIC	2,403.14	
33849	09/21/09	2,403.14	009	PACIFIC GAS & ELECTRIC		29040	OFFICE SUPPLY/OPS	31.71	
33850	09/21/09	153.29	043	PALACE ART & OFFICE SUPPLY		29064	OFFICE SUPPLIES/FLT	85.94	
						29127	OFFICE SUPPLY/MTC	35.64	
33851	09/21/09	887.00	950	PARADISE LANDSCAPE INC	0	29136	SEPT MAINT	887.00	
33852	09/21/09	21.82	107A	PROBUILD		29002	RPRS/SMALL TOOL	21.82	
33853	09/21/09	94.11	002094	RICON CORPORATION		29109	REV VEH PARTS	94.11	
33854	09/21/09	4,327.27	904	RNL DESIGN		29227	SVCS THRU 7/31 MB	1,437.50	
						29228	SVCS THRU 7/31 MB	2,685.00	
						29229	SVCS THRU 7/31 MB	204.77	
33855	09/21/09	2,187.20	001098	ROBERT HALF MANAGMENT RESOURCE		29171	TEMP/ADM W/E 8/28	216.00	
						29178	TEMP/FIN W/E 9/4	1,971.20	
33856	09/21/09	758.00	623	ROSSBRO ENGINEERING LTD.		29168	REV VEH PARTS	758.00	
33857	09/21/09	2,435.49	001286	SAFE-CARD ID SERVICES, INC		29167	CUSTOM HID CARDS	2,435.49	
33858	09/21/09	445.64	002713	SANTA CRUZ AUTO TECH, INC.		29085	OUT RPR REV VEH	445.64	
33859	09/21/09	321.07	135	SANTA CRUZ AUTO PARTS, INC.		29054	SAFETY SUPPLY/FLT	23.48	
						29111	SMALL TOOL	127.97	
						29112	CLEANING SUPPLIES	32.80	
						29157	REV VEH PARTS	136.82	
33860	09/21/09	660.50	001292	SANTA CRUZ RECORDS MNGMT INC		29192	SHRED SVC	660.50	
33861	09/21/09	454.53	149	SANTA CRUZ SENTINEL	0	29128	PUB NOTICE 8/13/09	242.91	
						29130	CASSIFIED ADS/FIN	211.62	
33862	09/21/09	6,760.59	977	SANTA CRUZ TRANSPORTATION, LLC	7	29083	AUG PT SVCS	6,760.59	
33863	09/21/09	12,798.50	001075	SOQUEL III ASSOCIATES	7	29179	RESEARCH PARK RENT	12,415.52	
						29180	RENT INCREASE	191.49	
						29181	SEC DEPOSIT INCREASE	191.49	

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33864	09/21/09	2,138.05	001232	SPECIALIZED AUTO AND		29089	OUT RPR REV VEH	839.34	
						29090	OUT RPR REV VEH	351.71	
						29091	OUT RPR REV VEH	444.89	
						29092	OUT RPR REV VEH	502.11	
33865	09/21/09	315.99	001234	SSI		29096	10/1-10/30	315.99	
33866	09/21/09	28.00	080	STATE BOARD OF EQUALIZATION		29159	AUG USE TAX PREPAY	28.00	
33867	09/21/09	11,472.00	080C	STATE BOARD OF EQUALIZATION		29131	10/1-9/30 FUEL TAX	11,472.00	
33868	09/21/09	12,519.66	001648	STEVE'S UNION SERVICE		29093	AUG FUEL/REV VEH	12,519.66	
33869	09/21/09	1,247.34	864	TAMC		29230	VIDEOCONFERENCING	1,247.34	
33870	09/21/09	139.91	001040	TERRYBERRY CO., LLC		29173	EMP INCENTIVE	139.91	
33871	09/21/09	7,150.92	057	U.S. BANK		29221	4246044555645971	946.87	
						29222	4246044555645971	3,314.13	
						29223	4246044555645971	28.00	
						29224	4246044555645971	2,861.92	
33872	09/21/09	10.96	946	UNITED SITE SERVICES		29182	8/19-9/15 FENCE RENT	10.96	
33873	09/21/09	276.72	001251	VERIZON BUSINESS SERVICES, INC.		29200	AUG PHONES	31.24	
						29201	AUG PHONES	67.78	
						29202	AUG PHONES	2.81	
						29203	AUG PHONES	2.53	
						29204	AUG PHONES	12.91	
						29205	AUG PHONES	24.73	
						29206	AUG PHONES	5.06	
						29207	AUG PHONES	28.14	
						29208	AUG PHONES	2.53	
						29209	AUG PHONES	2.80	
						29210	AUG PHONES	2.82	
						29211	AUG PHONES	10.79	
						29212	AUG PHONES	3.82	
						29213	AUG PHONES	25.99	
						29214	AUG PHONES	16.18	
						29215	AUG PHONES	2.53	
						29216	AUG PHONES	2.71	
						29217	AUG PHONES	5.06	
						29218	AUG PHONES	20.34	
						29219	AUG PHONES	3.42	
						29220	AUG PHONES	2.53	
33874	09/21/09	10.00	E448	WALTER, KEVIN		29233	DMV FEES	10.00	
33875	09/21/09	7,367.22	001083	WATSONVILLE TRANSPORTATION, INC		29082	AUG PT SVCS	7,367.22	
33876	09/21/09	934.50	001223	WATSONVILLE CADILLAC, BUICK,		29080	REV VEH PARTS	721.14	
						29081	REV VEH PARTS	75.95	
						29158	REV VEH PARTS	137.41	
33877	09/21/09	70.00	682	WEISS, AMY L.	7	28988	AUG INTERPRETER	70.00	
33878	09/21/09	293.14	436	WEST PAYMENT CENTER		29075	8/01-8/31 ACCESS CHG	293.14	
33879	09/21/09	110.92	147	ZEE MEDICAL SERVICE CO.		29134	SAFETY SUPPLIES	74.84	
						29135	SAFETY SUPPLIES	36.08	
33880	09/28/09	466.19	020	ADT SECURITY SERVICES INC.		29194	OCT ALARMS	45.05	
						29195	OCT ALARMS	88.38	
						29196	OCT ALARMS	49.23	
						29197	OCT ALARMS	49.23	
						29198	OCT ALARMS	65.30	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 09/01/09 THRU 09/30/09

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
						29199	OCT ALARMS	68.00	
						29331	OCT ALARMS	101.00	
33882	09/28/09	6,436.40	001	AT&T		29278	REPEATERS/OPS	310.90	
						29296	HR FAX LINE	26.35	
						29297	METRO PHONE LINE	28.96	
						29298	SEPT PHONES/PACIFIC	27.80	
						29299	SEPT PHONES/OPS	30.64	
						29300	SEPT PHONES/PT	1,021.62	
						29301	SEPT IT LINE/ENCINAL	174.40	
						29302	SEPT PHONES/OPS	60.75	
						29303	SEPT IT LINE/PACIFIC	334.81	
						29304	SEPT PHONES/GOLF	484.64	
						29305	SEPT IT LINE/PT	565.21	
						29306	SEPT PHONES/WTC	28.30	
						29307	SEPT IT LINES/PT	550.08	
						29308	SEPT PHONES/OPS	337.91	
						29309	SEPT PHONES/ENCINAL	326.02	
						29310	SEPT PHONES/MTC	470.21	
						29311	SEPT ALARM LINE/WTC	84.29	
						29312	SEPT FAX/ENCINAL	37.89	
						29313	SEPT ALARMS/DUBOIS	51.06	
						29314	SEPT FAX LINE/PT	126.08	
						29315	SEPT ALARMS/SVTC	76.19	
						29316	SEPT PHONES/ENCINAL	173.65	
						29317	SEPT PHONES/IT	92.49	
						29318	SEPT PHONES/MTC	115.65	
						29319	SEPT PHONES/HR	60.39	
						29320	SEPT ALARMS/VERNON	54.18	
						29321	SEPT FAX LINE/DUBOIS	26.38	
						29322	SEPT FAX/LEGAL	26.36	
						29323	SEPT FAX LINE/OPS	28.61	
						29324	SEPT DS1 LINE	590.39	
						29325	SEPT FAX/ENCINAL	29.11	
						29326	SEPT REPEATER/RIVER	85.08	
33883	09/28/09	56.06	M033	BAILEY, NEIL	0	29402	MED PYMT SUPP	56.06	
33884	09/28/09	89.00	001856	BAY COMMUNICATIONS	7	29282	OUT RPR EQUIP	89.00	
33885	09/28/09	8,230.72	664	BAY COUNTIES PITCOCK PETROLEUM		29351	SEPT LUBE/FLT	8,230.72	
33886	09/28/09	743.32	001287	BLUE SHIELD OF CALIFORNIA		29431	FED STIMULUS COBRA	371.66	
						29432	FED STIMULUS COBRA	371.66	
33887	09/28/09	780.00	001365	BORTNICK, ROBERT S. & ASSOC.	7	29106	INVESTIGATIVE SVCS	780.00	
33888	09/28/09	18,500.00	616	BROWN ARMSTRONG		29375	09 AUDIT SVCS	18,500.00	
33889	09/28/09	461,412.67	502	CA PUBLIC EMPLOYEES'		29376	OCT MED INS	461,412.67	
33890	09/28/09	56.06	M022	CAPELLA, KATHLEEN	0	29415	MED PYMT SUPP	56.06	
33891	09/28/09	28.03	M073	CENTER, DOUG	0	29422	MED PYMT SUPP	28.03	
33892	09/28/09	68.44	172	CENTRAL WELDER'S SUPPLY, INC.		29359	PARTS & SUPPLIES	68.44	
33893	09/28/09	950.00	001099	CERTS, LLC		29350	CRANE CERTIFICATION	950.00	
33894	09/28/09	25.00	001911	CITY OF SANTA CRUZ		29381	1200 ALARM REG	25.00	
33895	09/28/09	125.00	001113	CLARKE, SUSAN	7	29247	EXT BUS ANNOUN/AUDIT	125.00	
33896	09/28/09	1,354.19	909	CLASSIC GRAPHICS		29269	OUT RPR REV VEH	1,354.19	
33897	09/28/09	31,885.97	001124	CLEAN ENERGY		29363	9/2 LNG/FLT	8,543.40	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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DATE: 09/01/09 THRU 09/30/09

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						29364	9/5 LNG/FLT	8,898.41	
						29365	9/8 LNG/FLT	5,144.40	
						29366	9/11 LNG/FLT	9,299.76	
33898	09/28/09	845.89	002870	COLE SUPPLY COMPANY, INC.		29329	CLEANING SUPPLIES	845.89	
33899	09/28/09	155.04	001266	COMCAST		29240	9/8-10/7 1217 RIVER	155.04	
33900	09/28/09	345.87	001313	CONSOLIDATED PLASTICS CO INC.		29266	SAFETY SUPPLIES	345.87	
33901	09/28/09	50.00	E287	CORTES, GUSTAVO		29434	DMV FEES	50.00	
33902	09/28/09	32.76	002063	COSTCO		29122	PHOTO PROCESS/OPS	5.92	
						29123	PHOTO PROCESS/OPS	6.06	
						29124	PHOTO PROCESS/OPS	5.57	
						29125	PHOTO PROCESS/OPS	2.54	
						29129	SEPT LOCAL MTG EXP	12.67	
33903	09/28/09	28.03	M092	CRAWFORD, TERRI	0	29423	MED PYMT SUPP	28.03	
33904	09/28/09	2,518.23	504	CUMMINS WEST, INC.		29286	REV VEH PARTS	1,844.46	
						29288	REV VEH PARTS	673.77	
33905	09/28/09	2,033.94	001000	DAIMLER BUSES N. AMERICA INC.		29265	REV VEH PARTS	151.81	
						29352	REV VEH PARTS	146.18	
						29358	REV VEH PARTS	64.40	
						29368	REV VEH PARTS	1,664.51	
						29369	REV VEH PARTS	7.04	
33906	09/28/09	28.03	M039	DAVILA, ANA MARIA	0	29403	MED PYMT SUPP	28.03	
33907	09/28/09	32.00	002567	DEPARTMENT OF JUSTICE		29242	AUG FINGERPRINTS	32.00	
33908	09/28/09	5,035.31	001316	DEVCO OIL		29267	7/16-8/31 FUEL/FLT	5,178.43	
						29268	CREDIT MEMO	-143.12	
33909	09/28/09	15.00	085	DIXON & SON TIRE, INC.		29156	SEPT TIRES/PT	15.00	
33910	09/28/09	375.00	916	DOCTORS ON DUTY		29388	MEDICAL EXAM	30.00	
						29389	MEDICAL EXAM	30.00	
						29390	MEDICAL EXAM	30.00	
						29391	MEDICAL EXAM	30.00	
						29392	MEDICAL EXAM	30.00	
						29393	MEDICAL EXAM	30.00	
						29394	MEDICAL EXAM	35.00	
						29395	MEDICAL EXAM	30.00	
						29396	MEDICAL EXAM	30.00	
						29397	MEDICAL EXAM	30.00	
						29398	MEDICAL EXAM	35.00	
						29399	MEDICAL EXAM	35.00	
33911	09/28/09	56.00	002388	DOGHERRA'S	7	29151	OUT RPR REV VEH	56.00	
33912	09/28/09	28.03	M096	DRAKE, JUDITH	0	29424	MED PYMT SUPP	28.03	
33913	09/28/09	40.00	E112	ESTRADA, FRANCISCO		29435	DMV FEES	40.00	
33914	09/28/09	233.42	372	FEDERAL EXPRESS		29440	AUG/SEPT SHIPPING	147.38	
						29441	SEPT SHIPPING	86.04	
33915	09/28/09	28.03	M099	FIKE, LOUIS	0	29425	MED PYMT SUPP	28.03	
33916	09/28/09	6,205.52	001158	FRICKE PARKS PRESS INC		29384	PRINTING/MTC	6,205.52	
33917	09/28/09	67.46	M074	GABRIELE, BERNARD	0	29426	MEY PYMT SUPP	67.46	
33918	09/28/09	28.03	M040	GARBEZ, LINDA	0	29404	MED PYMT SUPP	28.03	
33919	09/28/09	56.06	M100	GARCIA, SANTIAGO	0	29405	MED PYMT SUPP	56.06	
33920	09/28/09	155.97	647	GFI GENFARE		29259	REV VEH PARTS	155.97	
33921	09/28/09	28.03	M101	GOES, ALAN	0	29427	MED PYMT SUPP	28.03	
33922	09/28/09	56.06	M041	GOUVEIA, ROBERT	0	29406	MED PYMT SUPP	56.06	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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33923	09/28/09	1,443.33	001039	GRAFFITI REMOVAL, INC.		29371	REV VEH PARTS	426.91	
						29372	REV VEH PARTS	1,016.42	
33924	09/28/09	953.20	282	GRAINGER		29249	PARTS & SUPPLIES	175.16	
						29250	VEH CLEANING SUPPLY	391.94	
						29362	PARTS & SUPPLY	100.97	
						29370	CLEANING SUPPLIES	285.13	
33925	09/28/09	72.94	M081	HALL, JAMES	0	29407	MED PYMT SUPP	72.94	
33926	09/28/09	190.00	001243	HINES PEST & WEED CONTROL	7	29330	TREE SVC/PACIFIC	190.00	
33927	09/28/09	772.66	001163	INNERWORKINGS, INC		29374	OFFICE SUPPLIES/FLT	772.66	
33928	09/28/09	2,820.54	110	JESSICA GROCERY STORE, INC.		29382	CUSTODIAL SVCS	2,820.54	
33929	09/28/09	28.03	M104	JUSSEL, PETE	0	29428	MED PYMT SUPP	28.03	
33930	09/28/09	246.99	M061	KAMEDA, TERRY	0	29416	MED PYMT SUPP	246.99	
33931	09/28/09	768.00	878	KELLY SERVICES, INC.		29338	TEMP/OPS W/E 9/6	768.00	
33932	09/28/09	27.38	001233	KIMBALL MIDWEST		29373	PARTS & SUPPLIES	27.38	
33933	09/28/09	2,442.44	039	KINKO'S INC.		29244	FALL BID PRINTING	380.13	
						29245	FALL BID PRINTING	402.14	
						29246	CREDIT MEMO	-289.75	
						29385	PRINTING/MTC	418.68	
						29386	PRINTING/MTC	1,531.24	
33934	09/28/09	765.00	852	LAW OFFICES OF MARIE F. SANG	7	29243	WORKERS COMP CLAIM	765.00	
33935	09/28/09	2,664.27	511	LUMINATOR		29361	REV VEH PARTS	2,664.27	
33936	09/28/09	3,196.84	001305	MCMILLAN & SHUREEN LLP	7	29438	PROF SVCS/RISK	3,196.84	
33937	09/28/09	379.61	001052	MID VALLEY SUPPLY		29261	CLEANING SUPPLIES	179.80	
						29262	CLEANING SUPPLIES	130.09	
						29279	CLEANING SUPPLIES	34.86	
						29280	CLEANING SUPPLIES	34.86	
33938	09/28/09	297.25	041	MISSION UNIFORM		29148	UNIF/LAUNDRY/FAC	52.10	
						29274	UNIF/LAUNDRY/FLT	128.30	
						29275	UNIF/LAUNDRY/FLT	43.00	
						29276	UNIF/LAUNDRY/FLT	53.15	
						29277	UNIF/LAUNDRY/FLT	20.70	
33939	09/28/09	570.93	001711	MOHAWK MFG. & SUPPLY CO.		29357	REV VEH PARTS	346.73	
						29367	REV VEH PARTS	224.20	
33940	09/28/09	130.00	001454	MONTEREY BAY OFFICE PRODUCTS		29241	2/15-5/14 OVERAGE	130.00	
33941	09/28/09	1,159.00	469	MONTEREY BAY UNIFIED AIR		29377	PERMIT/110 VERNON	1,159.00	
33942	09/28/09	4,680.00	001306	NILSON, VALERIE S.		29101	CONSULTING SERVICES	1,560.00	
						29380	SEPT CONSULTING SVCS	1,560.00	
						29401	CONSULTING SVCS	1,560.00	
33943	09/28/09	28.03	M050	O'MARA, KATHLEEN	0	29408	MED PYMT SUPP	28.03	
33944	09/28/09	371.75	400	OFFICE DEPOT, INC.		29294	OFFICE SUPPLY/FLT	371.75	
33945	09/28/09	3,947.25	009	PACIFIC GAS & ELECTRIC		29239	7/28-8/26 1217 RIVER	110.50	
						29284	7/25-9/4 KINGS VLG	2,614.69	
						29285	8/6-9/4 KINGS VLG	13.84	
						29332	8/12-9/10 RESEARCH	1,208.22	
33946	09/28/09	463.29	043	PALACE ART & OFFICE SUPPLY		29170	OFFICE SUPPLY/LGL	16.62	
						29292	OFFICE SUPPLY/FLT	17.51	
						29327	CREDIT MEMO	-53.64	
						29328	REPAIRS/MAINTENANCE	482.80	
33947	09/28/09	217.29	M057	PARHAM, WALLACE	0	29417	MED PYMT SUPP	217.29	
33948	09/28/09	28.03	M109	PEREZ, CHERYL		29409	MED PYMT SUPP	28.03	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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33949	09/28/09	180.17	M064	PETERS, TERRIE	0	29418	MED PYMT SUPP	180.17	
33950	09/28/09	28.03	M070	PICARELLA, FRANCIS	0	29419	MED PYMT SUPP	28.03	
33951	09/28/09	147.83	001221	PITNEY BOWES-RESERVE ACCOUNT		29383	10/1-12/31 RENTAL	147.83	
33952	09/28/09	217.29	M058	POTEETE, BEVERLY	0	29420	MED PYMT SUPP	217.29	
33953	09/28/09	662.00	001149	PREFERRED PLUMBING, INC.		29349	SVC/MTC	662.00	
33954	09/28/09	235.07	107A	PROBUILD		29132	REPAIRS/MAINTENANCE	13.12	
						29272	PARTS & SUPPLIES	221.95	
33955	09/28/09	56.06	M085	ROSSI, DENISE	0	29410	MED PYMT SUPP	56.06	
33956	09/28/09	28.03	M030	ROWE, RUBY		29411	MED PYMT SUPP	28.03	
33957	09/28/09	17,339.90	966	S.C. FUELS	0	29270	9/2 DIESEL/FLT	17,339.90	
33958	09/28/09	4,484.96	018	SALINAS VALLEY FORD SALES		29353	REV VEH PARTS	1,697.58	
						29354	REV VEH PARTS	144.85	
						29355	REV VEH PARTS	2,642.53	
33959	09/28/09	476.47	135	SANTA CRUZ AUTO PARTS, INC.		29251	PARTS & SUPPLIES	21.90	
						29252	OTHER MOBILE SUPPLY	45.40	
						29253	PARTS & SUPPLIES	31.40	
						29254	REV VEH PARTS	94.21	
						29255	REV VEH PARTS	26.25	
						29256	REV VEH PARTS	84.00	
						29257	REV VEH PARTS	164.43	
						29258	PARTS & SUPPLIES	5.09	
						29273	REV VEH PARTS	3.79	
33960	09/28/09	409.20	001307	SANTA CRUZ STAFFING, LLC		29263	TEMP/LGL W/E 8/23	269.70	
						29264	TEMP/LGL W/E 8/30	139.50	
33961	09/28/09	167.96	149	SANTA CRUZ SENTINEL	0	29379	10/09-10/07 RENEWAL	167.96	
33962	09/28/09	156.17	M010	SHORT, SLOAN	0	29421	MED PYMT SUPP	156.17	
33963	09/28/09	28.03	M112	SILVA, EDUARDO	0	29429	MED PYMT SUPP	28.03	
33964	09/28/09	56.06	M054	SLOAN, FRANCIS	0	29412	MED PYMT SUPP	56.06	
33965	09/28/09	218.42	115	SNAP-ON INDUSTRIAL		29293	EMP TOOL REPLACEMENT	218.42	
33966	09/28/09	156.67	001232	SPECIALIZED AUTO AND		29160	OUT RPR REV VEH	156.67	
33967	09/28/09	85.56	001976	SPORTWORKS NORTHWEST, INC.		29291	REV VEH PARTS	85.56	
33968	09/28/09	413.68	R562	STATE FARM MUTUAL AUTOMOBILE		29439	SETTLEMENT/RISK	413.68	
33969	09/28/09	1,933.58	002607	STAVELEY SERVICES FLUIDS		29271	OUT RPR REV VEH	1,933.58	
33970	09/28/09	1,137.45	002207	T.Y. CUSTOM DESIGN	0	29186	ID PATCHES	1,137.45	
33971	09/28/09	5,613.85	002805	TELEPATH CORPORATION		29260	REV VEH PARTS	199.03	
						29290	SEPT MAINT & REPAIR	2,707.41	
						29360	OCT MAINT/REPAIR	2,707.41	
33972	09/28/09	450.00	001165	THANH N. VU MD	7	29339	MEDICAL EXAM	75.00	
						29340	MEDICAL EXAM	75.00	
						29342	MEDICAL EXAM	75.00	
						29343	MEDICAL EXAM	75.00	
						29344	MEDICAL EXAM	75.00	
						29345	MEDICAL EXAM	75.00	
33973	09/28/09	28.03	M086	TOLINE, DONALD	0	29413	MED PYMT SUPP	28.03	
33974	09/28/09	768.84	170	TOWNSEND'S AUTO PARTS		29289	REV VEH PARTS/SUPPLY	368.03	
						29356	PARTS/SUPPLIES	400.81	
33975	09/28/09	10.84	001251	VERIZON BUSINESS SERVICES, INC.		29283	AUG PHONES	10.84	
33976	09/28/09	217.29	M076	VONWAL, YVETTE	0	29430	MED PYMT SUPP	217.29	
33977	09/28/09	335.08	436	WEST PAYMENT CENTER		29248	CONST LITIG HDBK 09	335.08	
33978	09/28/09	1,836.79	001506	WESTERN STATES OIL CO., INC.		29281	REPAIRS/MAINTENANCE	55.07	

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DATE 10/31/09 10:33

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
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33979	09/28/09	28.03	M088	YAGI, RANDY	0	29287	8/11 FUEL & LUBE	1,781.72	
33980	09/25/09	160.00	B015	ROTKIN, MIKE	7	29414	MED PYMT SUPP	28.03	
				10/4-10/7 TRAVEL		29442	10/4-10/7 TRAVEL	160.00	MANUAL
33981	09/25/09	240.00	B018	BUSTICHI, DENE	7	29443	10/4-10/7 TRAVEL	240.00	MANUAL
				10/4-10/7 TRAVEL					
34247	09/30/09	776.00	080	STATE BOARD OF EQUALIZATION		30119	JULY-SEPT USE TAX	776.00	MANUAL
				JULY-SEPT USE TAX					
TOTAL		2,771,273.10		ACCOUNTS PAYABLE			TOTAL CHECKS	287	2,771,273.10

5-1.13

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager and Acting Assistant General Manager   
**SUBJECT: MONTHLY BUDGET STATUS REPORTS FOR SEPTEMBER 2009.**

## I. RECOMMENDED ACTION

**Staff recommends that the Board of Directors accept and file the budget status reports for September 2009.**

## II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of September 2009 were \$94K or 3 % under the amount of revenue expected for September 2009.
- **Consolidated Operating Expenses** for the month of September 2009 were \$607K or 17 % under budget for the month of September 2009.
- **Capital Budget** spending year to date through September 2009 was \$1,599K or 8 % of the Capital budget.

## III. DISCUSSION

An analysis of METRO's budget status is prepared monthly in order to apprise the Board of Directors of METRO'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 METRO's FY10 operating and capital budgets versus actual expenditures for the month.

The fiscal year has elapsed **25%**.

5-2.1

**A. Operating Revenue**

For the month of September 2009 were \$94K or 3 % under the amount of revenue expected for September 2009. 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 September 2009 were \$607K or 17 % under budget; 2 % over where we were in FY09. Majority of the variance is due to lower than anticipated Personnel, Fuel & Lube Rev Vehicles and Rev Vehicle Parts expenses.

**C. Consolidated Operating Expenses**

Consolidated Operating Expenses for the month of September 2009 were \$607K or 17 % under budget. Personnel Expenses, Prof & Tech Fees, Repair –Rev Vehicle, Fuels & Lube Rev Veh, and Rev Vehicle Parts all contributed to the variance. Further explanation of these accounts is contained in the notes following the report.

**D. Capital Budget**

Capital Budget spending year to date through September 2009 was \$1,599K or 8 % of the Capital budget. Of this, \$431K or 10 % has been spent on the MetroBase Maintenance Facility line item and \$1,117K or 47 % has been spent on the Purchase & Renovation of Vernon Bldg.

**IV. FINANCIAL CONSIDERATIONS**

Due to the severe economic downturn and the resulting significant decline in revenue, staff is implementing cost - cutting strategies and diligently looking at different scenarios and options in order to close the budget gap.

**Attachment A:** FY10 Operating Revenue for the month ending – 09/30/09  
FY10 Operating Expenses by Department for the month ending – 09/30/09  
FY10 Consolidated Operating Expenses for the month ending – 09/30/09  
FY10 Capital Budget Reports for the month ending – 09/30/09

Prepared by: Kristina Mihaylova, Financial Analyst

Date Prepared: November 10, 2009

5-2.2





**FY10**  
**Operating Revenue**  
*For the month ending - September 30, 2009*

Percent of Year Elapsed - 25%

<u>Revenue Source</u>	<u>Actual</u>	<u>Current Period</u>				<u>Year to Date</u>				<u>YTD Year Over Year Comparison</u>			
		<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Actual</u>	<u>FY09</u>	<u>\$ Var</u>	<u>% Var</u>

**Current Period Notes:**

- 1) **Passenger Revenue** is under budget due to a decrease in ridership.
- 2) **Interest Income** is over budget due to revenue budgeted using County Treasury estimates, while a higher interest rate was actually paid.
- 3) **Sales Tax Revenue** is under budget due to less consumer discretionary spending and current economic conditions.

5-2.02



**FY10**  
**Operating Expenses by Department**  
**For the month ending - September 30, 2009**

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
<b>Departmental Personnel Expenses</b>													
700 - SCCIC	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
1100 - Administration	\$ 64,470	\$ 68,438	\$ (3,968)	-6%		\$ 195,035	\$ 205,314	\$ (10,279)	-5%	\$ 195,035	\$ 260,088	\$ (65,053)	-25%
1200 - Finance	\$ 79,758	\$ 97,142	\$ (17,384)	-18%		\$ 251,371	\$ 291,426	\$ (40,055)	-14%	\$ 251,371	\$ 136,596	\$ 114,775	84%
1300 - Customer Service	\$ 30,431	\$ 39,070	\$ (8,639)	-22%		\$ 93,020	\$ 117,210	\$ (24,190)	-21%	\$ 93,020	\$ 107,776	\$ (14,756)	-14%
1400 - Human Resources	\$ 44,078	\$ 50,597	\$ (6,519)	-13%		\$ 140,514	\$ 151,791	\$ (11,277)	-7%	\$ 140,514	\$ 140,567	\$ (53)	0%
1500 - Information Technology	\$ 44,490	\$ 44,061	\$ 429	1%		\$ 128,664	\$ 132,183	\$ (3,519)	-3%	\$ 128,664	\$ 121,364	\$ 7,300	6%
1700 - District Counsel	\$ 37,077	\$ 39,205	\$ (2,128)	-5%		\$ 111,997	\$ 117,615	\$ (5,618)	-5%	\$ 111,997	\$ 101,492	\$ 10,505	10%
1800 - Risk Management	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
2200 - Facilities Maintenance	\$ 79,442	\$ 87,177	\$ (7,735)	-9%		\$ 237,308	\$ 261,531	\$ (24,223)	-9%	\$ 237,308	\$ 225,469	\$ 11,839	5%
3100 - Paratransit Program	\$ 258,273	\$ 307,168	\$ (48,895)	-16%		\$ 783,818	\$ 921,505	\$ (137,687)	-15%	\$ 783,818	\$ 745,348	\$ 38,470	5%
3200 - Operations	\$ 203,248	\$ 187,515	\$ 15,733	8%		\$ 551,498	\$ 538,527	\$ 12,971	2%	\$ 551,498	\$ 497,011	\$ 54,487	11%
3300 - Bus Operators	\$ 1,114,113	\$ 1,179,555	\$ (65,442)	-6%		\$ 3,293,829	\$ 3,569,666	\$ (275,837)	-8%	\$ 3,293,829	\$ 3,180,514	\$ 113,315	4%
4100 - Fleet Maintenance	\$ 294,977	\$ 324,746	\$ (29,769)	-9%		\$ 899,691	\$ 974,238	\$ (74,547)	-8%	\$ 899,691	\$ 941,817	\$ (42,126)	-4%
9001 - Cobra Benefits	\$ (855)	\$ -	\$ (855)	100%		\$ 336	\$ -	\$ 336	100%	\$ 336	\$ 987	\$ (651)	-66%
9005 - Retired Employee Benefits	\$ 145,503	\$ 180,037	\$ (34,534)	-19%		\$ 437,592	\$ 540,111	\$ (102,519)	-19%	\$ 437,592	\$ 348,730	\$ 88,862	25%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
<b>Subtotal Personnel Expenses</b>	<b>\$ 2,395,005</b>	<b>\$ 2,604,711</b>	<b>\$ (209,706)</b>	<b>-8%</b>		<b>\$ 7,124,673</b>	<b>\$ 7,821,117</b>	<b>\$ (696,444)</b>	<b>-9%</b>	<b>\$ 7,124,673</b>	<b>\$ 6,807,759</b>	<b>\$ 316,914</b>	<b>5%</b>
<b>Departmental Non-Personnel Expenses</b>													
700 - SCCIC	\$ 260	\$ 304	\$ (44)	-14%		\$ 260	\$ 312	\$ (52)	-17%	\$ 260	\$ 20	\$ 240	1200%
1100 - Administration	\$ 18,075	\$ 32,147	\$ (14,072)	-44%		\$ 61,822	\$ 97,440	\$ (35,618)	-37%	\$ 61,822	\$ 52,472	\$ 9,350	18%
1200 - Finance	\$ 102,886	\$ 107,720	\$ (4,834)	-4%		\$ 238,074	\$ 244,435	\$ (6,361)	-3%	\$ 238,074	\$ 215,534	\$ 22,540	10%
1300 - Customer Service	\$ 12,345	\$ 16,130	\$ (3,785)	-23%		\$ 16,396	\$ 25,990	\$ (9,594)	-37%	\$ 16,396	\$ 24,880	\$ (8,484)	-34%
1400 - Human Resources	\$ 6,826	\$ 16,081	\$ (9,255)	-58%		\$ 11,832	\$ 48,243	\$ (36,411)	-75%	\$ 11,832	\$ 7,962	\$ 3,870	49%
1500 - Information Technology	\$ 6,552	\$ 15,117	\$ (8,565)	-57%		\$ 31,739	\$ 51,551	\$ (19,812)	-38%	\$ 31,739	\$ 26,530	\$ 5,209	20%
1700 - District Counsel	\$ 1,220	\$ 1,691	\$ (471)	-28%		\$ 3,035	\$ 5,073	\$ (2,038)	-40%	\$ 3,035	\$ 2,355	\$ 680	29%
1800 - Risk Management	\$ 4,440	\$ 20,833	\$ (16,393)	-79%		\$ 13,850	\$ 62,499	\$ (48,649)	-78%	\$ 13,850	\$ 22,103	\$ (8,253)	-37%
2200 - Facilities Maintenance	\$ 155,990	\$ 147,265	\$ 8,725	6%		\$ 470,322	\$ 446,108	\$ 24,214	5%	\$ 470,322	\$ 387,370	\$ 82,952	21%
3100 - Paratransit Program	\$ 59,633	\$ 74,438	\$ (14,805)	-20%		\$ 157,434	\$ 223,313	\$ (65,879)	-30%	\$ 157,434	\$ 145,414	\$ 12,020	8%
3200 - Operations	\$ 53,341	\$ 47,438	\$ 5,903	12%		\$ 119,244	\$ 132,314	\$ (13,070)	-10%	\$ 119,244	\$ 154,410	\$ (35,166)	-23%
3300 - Bus Operators	\$ 1,137	\$ 638	\$ 499	78%		\$ 1,168	\$ 1,913	\$ (745)	-39%	\$ 1,168	\$ -	\$ 1,168	100%
4100 - Fleet Maintenance	\$ 46,699	\$ 386,623	\$ (339,924)	-88%		\$ 436,165	\$ 1,167,945	\$ (731,780)	-63%	\$ 436,165	\$ 628,203	\$ (192,038)	-31%
9001 - Cobra Benefits	\$ -	\$ -	\$ -	0%		\$ (1)	\$ -	\$ (1)	100%	\$ (1)	\$ -	\$ (1)	100%
9005 - Retired Employee Benefits	\$ -	\$ 1	\$ (1)	-100%		\$ -	\$ 2	\$ (2)	-100%	\$ -	\$ -	\$ -	0%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 11,848	\$ (11,848)	-100%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ 0	\$ (0)	-100%
<b>Subtotal Non-Personnel Expenses</b>	<b>\$ 469,404</b>	<b>\$ 866,426</b>	<b>\$ (397,022)</b>	<b>-46%</b>		<b>\$ 1,561,340</b>	<b>\$ 2,507,138</b>	<b>\$ (945,798)</b>	<b>-38%</b>	<b>\$ 1,561,340</b>	<b>\$ 1,679,101</b>	<b>\$ (117,761)</b>	<b>-7%</b>

5-2.03



**FY10**  
**Operating Expenses by Department**  
**For the month ending - September 30, 2009**

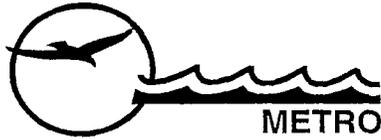
	Current Period					Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var	
<b>Total Departmental Expenses</b>														
700 - SCCIC	\$ 260	\$ 304	\$ (44)	-14%		\$ 260	\$ 312	\$ (52)	-17%		\$ 260	\$ 20	\$ 240	1200%
1100 - Administration	\$ 82,545	\$ 100,585	\$ (18,040)	-18%	1	\$ 256,857	\$ 302,754	\$ (45,897)	-15%		\$ 256,857	\$ 312,560	\$ (55,703)	-18%
1200 - Finance	\$ 182,644	\$ 204,862	\$ (22,218)	-11%	2	\$ 489,445	\$ 535,861	\$ (46,416)	-9%		\$ 489,445	\$ 352,130	\$ 137,315	39%
1300 - Customer Service	\$ 42,776	\$ 55,200	\$ (12,424)	-23%		\$ 109,416	\$ 143,200	\$ (33,784)	-24%		\$ 109,416	\$ 132,656	\$ (23,240)	-18%
1400 - Human Resources	\$ 50,904	\$ 66,678	\$ (15,774)	-24%		\$ 152,346	\$ 200,034	\$ (47,688)	-24%		\$ 152,346	\$ 148,529	\$ 3,817	3%
1500 - Information Technology	\$ 51,042	\$ 59,178	\$ (8,136)	-14%		\$ 160,403	\$ 183,734	\$ (23,331)	-13%		\$ 160,403	\$ 147,894	\$ 12,509	8%
1700 - District Counsel	\$ 38,297	\$ 40,896	\$ (2,599)	-6%		\$ 115,032	\$ 122,688	\$ (7,656)	-6%		\$ 115,032	\$ 103,847	\$ 11,185	11%
1800 - Risk Management	\$ 4,440	\$ 20,833	\$ (16,393)	-79%	3	\$ 13,850	\$ 62,499	\$ (48,649)	-78%		\$ 13,850	\$ 22,103	\$ (8,253)	-37%
2200 - Facilities Maintenance	\$ 235,432	\$ 234,442	\$ 990	0%		\$ 707,630	\$ 707,639	\$ (9)	0%		\$ 707,630	\$ 612,839	\$ 94,791	15%
3100 - Paratransit Program	\$ 317,906	\$ 381,606	\$ (63,700)	-17%	4	\$ 941,252	\$ 1,144,818	\$ (203,566)	-18%		\$ 941,252	\$ 890,762	\$ 50,490	6%
3200 - Operations	\$ 256,589	\$ 234,953	\$ 21,636	9%	5	\$ 670,742	\$ 670,841	\$ (99)	0%		\$ 670,742	\$ 651,421	\$ 19,321	3%
3300 - Bus Operators	\$ 1,115,250	\$ 1,180,193	\$ (64,943)	-6%	6	\$ 3,294,997	\$ 3,571,579	\$ (276,582)	-8%		\$ 3,294,997	\$ 3,180,514	\$ 114,483	4%
4100 - Fleet Maintenance	\$ 341,676	\$ 711,369	\$ (369,693)	-52%	7	\$ 1,335,856	\$ 2,142,183	\$ (806,327)	-38%		\$ 1,335,856	\$ 1,570,020	\$ (234,164)	-15%
9001 - Cobra Benefits	\$ (855)	\$ -	\$ (855)	100%		\$ 335	\$ -	\$ 335	100%		\$ 335	\$ 987	\$ (652)	-66%
9005 - Retired Employee Benefits	\$ 145,503	\$ 180,038	\$ (34,535)	-19%	8	\$ 437,592	\$ 540,113	\$ (102,521)	-19%		\$ 437,592	\$ 348,730	\$ 88,862	25%
9014 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ 11,848	\$ (11,848)	-100%
110020 - Operating Grants	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%
100 - New Flyer Parts Credit	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%		\$ -	\$ 0	\$ (0)	-100%
<b>Total Operating Expenses</b>	<b>\$ 2,864,409</b>	<b>\$ 3,471,137</b>	<b>\$ (606,728)</b>	<b>-17%</b>		<b>\$ 8,686,013</b>	<b>\$ 10,328,255</b>	<b>\$ (1,642,242)</b>	<b>-16%</b>		<b>\$ 8,686,013</b>	<b>\$ 8,486,860</b>	<b>\$ 199,153</b>	<b>2%</b>

\*\* does not include depreciation

**Current Period Notes:**

- 1) **Administration** is under budget due to less than anticipated personnel expenses (unpaid leaves) and cost cutting measures in place (services, travel).
- 2) **Finance** is under budget due to less than anticipated personnel (extended leaves) and insurance expenses.
- 3) **Risk Management** is under budget due to below budgeted settlement costs paid in September 2009.
- 4) **Paratransit Program** is under budget due to vacant funded positions and extended leaves.
- 5) **Operations** is over budget due to an unexpected Workers Comp invoice, as well as the bulk purchase of bus day passes in September 2009.
- 6) **Bus Operators** is under budget due to vacant funded positions and extended leaves.
- 7) **Fleet** is under budget due to vacant funded positions and lower than anticipated prices of fuel.
- 8) **Retired Employee Benefits** is under budget due to the budget being straight lined. Increase will happen towards the end of the year.

5-2.04



**FY10**  
**Consolidated Operating Expenses**  
**For the month ending - September 30, 2009**

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
<b>LABOR</b>													
501011 Bus Operator Pay	\$ 619,998	\$ 678,292	\$ (58,294)	-9%		\$ 1,873,549	\$ 2,034,878	\$ (161,329)	-8%	\$ 1,873,549	\$ 1,936,047	\$ (62,498)	-3%
501013 Bus Operator Overtime	\$ 164,688	\$ 111,733	\$ 52,955	47%		\$ 373,448	\$ 335,199	\$ 38,249	11%	\$ 373,448	\$ 188,885	\$ 184,563	98%
501021 Other Salaries	\$ 538,674	\$ 570,460	\$ (31,786)	-6%		\$ 1,621,816	\$ 1,711,380	\$ (89,564)	-5%	\$ 1,621,816	\$ 1,514,568	\$ 107,248	7%
501023 Other Overtime	\$ 33,689	\$ 25,297	\$ 8,392	33%		\$ 91,586	\$ 82,873	\$ 8,713	11%	\$ 91,586	\$ 65,164	\$ 26,422	41%
<b>Total Labor -</b>	<b>\$ 1,357,049</b>	<b>\$ 1,385,782</b>	<b>\$ (28,733)</b>	<b>-2%</b>		<b>\$ 3,960,399</b>	<b>\$ 4,164,330</b>	<b>\$ (203,931)</b>	<b>-5%</b>	<b>\$ 3,960,399</b>	<b>\$ 3,704,664</b>	<b>\$ 255,735</b>	<b>7%</b>
<b>FRINGE BENEFITS</b>													
502011 Medicare/Soc. Sec.	\$ 19,635	\$ 21,577	\$ (1,942)	-9%		\$ 57,835	\$ 64,731	\$ (6,896)	-11%	\$ 57,835	\$ 52,655	\$ 5,180	10%
502021 Retirement	\$ 184,195	\$ 199,902	\$ (15,707)	-8%		\$ 556,719	\$ 599,706	\$ (42,987)	-7%	\$ 556,719	\$ 558,192	\$ (1,473)	0%
502031 Medical Insurance	\$ 451,837	\$ 528,472	\$ (76,635)	-15%		\$ 1,340,361	\$ 1,585,416	\$ (245,055)	-15%	\$ 1,340,361	\$ 1,202,625	\$ 137,736	11%
502041 Dental Insurance	\$ 42,421	\$ 46,442	\$ (4,021)	-9%		\$ 121,413	\$ 139,326	\$ (17,913)	-13%	\$ 121,413	\$ 118,703	\$ 2,710	2%
502045 Vision Insurance	\$ 11,232	\$ 12,057	\$ (825)	-7%		\$ 33,996	\$ 36,171	\$ (2,175)	-6%	\$ 33,996	\$ 33,320	\$ 676	2%
502051 Life Insurance	\$ 3,320	\$ 4,327	\$ (1,007)	-23%		\$ 10,454	\$ 12,981	\$ (2,527)	-19%	\$ 10,454	\$ 14,354	\$ (3,900)	-27%
502060 State Disability	\$ 16,602	\$ 26,562	\$ (9,960)	-37%		\$ 49,744	\$ 79,686	\$ (29,942)	-38%	\$ 49,744	\$ 33,668	\$ 16,076	48%
502061 Disability Insurance	\$ 18,058	\$ 22,749	\$ (4,691)	-21%		\$ 52,713	\$ 68,247	\$ (15,534)	-23%	\$ 52,713	\$ 52,258	\$ 455	1%
502071 State Unemp. Ins	\$ 460	\$ 4,434	\$ (3,974)	-90%		\$ 1,172	\$ 13,302	\$ (12,130)	-91%	\$ 1,172	\$ 458	\$ 714	156%
502081 Worker's Comp Ins	\$ 30,374	\$ 85,756	\$ (55,382)	-65%		\$ 155,052	\$ 257,268	\$ (102,216)	-40%	\$ 155,052	\$ 256,175	\$ (101,123)	-39%
502083 Worker's Comp IBNR	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
502101 Holiday Pay	\$ 31,813	\$ 26,666	\$ 5,147	19%		\$ 51,845	\$ 79,998	\$ (28,153)	-35%	\$ 51,845	\$ 58,608	\$ (6,763)	-12%
502103 Floating Holiday	\$ -	\$ 6,042	\$ (6,042)	-100%		\$ 7,180	\$ 18,126	\$ (10,946)	-60%	\$ 7,180	\$ 2,845	\$ 4,335	152%
502109 Sick Leave	\$ 70,620	\$ 77,938	\$ (7,318)	-9%		\$ 175,054	\$ 233,814	\$ (58,760)	-25%	\$ 175,054	\$ 148,773	\$ 26,281	18%
502111 Annual Leave	\$ 142,170	\$ 131,432	\$ 10,738	8%		\$ 493,289	\$ 394,296	\$ 98,993	25%	\$ 493,289	\$ 520,739	\$ (27,450)	-5%
502121 Other Paid Absence	\$ 10,157	\$ 10,657	\$ (500)	-5%		\$ 36,593	\$ 31,971	\$ 4,622	14%	\$ 36,593	\$ 29,463	\$ 7,130	24%
502251 Physical Exams	\$ 254	\$ 1,108	\$ (854)	-77%		\$ 1,938	\$ 3,324	\$ (1,386)	-42%	\$ 1,938	\$ 1,145	\$ 793	69%
502253 Driver Lic Renewal	\$ 200	\$ 367	\$ (167)	-46%		\$ 889	\$ 1,101	\$ (212)	-19%	\$ 889	\$ 310	\$ 579	187%
502999 Other Fringe Benefits	\$ 4,607	\$ 12,442	\$ (7,835)	-63%		\$ 18,027	\$ 37,328	\$ (19,301)	-52%	\$ 18,027	\$ 18,803	\$ (776)	-4%
<b>Total Fringe Benefits -</b>	<b>\$ 1,037,955</b>	<b>\$ 1,218,930</b>	<b>\$ (180,975)</b>	<b>-15%</b>		<b>\$ 3,164,274</b>	<b>\$ 3,656,792</b>	<b>\$ (492,518)</b>	<b>-13%</b>	<b>\$ 3,164,274</b>	<b>\$ 3,103,094</b>	<b>\$ 61,180</b>	<b>2%</b>
<b>Total Personnel Expenses -</b>	<b>\$ 2,395,004</b>	<b>\$ 2,604,712</b>	<b>\$ (209,708)</b>	<b>-8%</b>	<b>1</b>	<b>\$ 7,124,673</b>	<b>\$ 7,821,122</b>	<b>\$ (696,449)</b>	<b>-9%</b>	<b>\$ 7,124,673</b>	<b>\$ 6,807,758</b>	<b>\$ 316,915</b>	<b>5%</b>

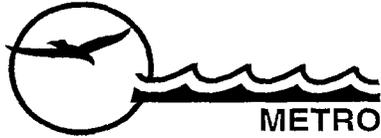
5-2.05



**FY10**  
**Consolidated Operating Expenses**  
*For the month ending - September 30, 2009*

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
<b>SERVICES</b>													
503011 Acctg & Audit Fees	\$ 1,000	\$ 1,158	\$ (158)	-14%		\$ 22,700	\$ 23,474	\$ (774)	-3%	\$ 22,700	\$ 25,600	\$ (2,900)	-11%
503012 Admin & Bank Fees	\$ 47,334	\$ 51,333	\$ (3,999)	-8%		\$ 49,576	\$ 54,159	\$ (4,583)	-8%	\$ 49,576	\$ 48,996	\$ 580	1%
503031 Prof & Tech Fees	\$ 8,239	\$ 29,888	\$ (21,649)	-72%	2	\$ 29,428	\$ 80,764	\$ (51,336)	-64%	\$ 29,428	\$ 33,297	\$ (3,869)	-12%
503032 Legislative Services	\$ 7,500	\$ 8,617	\$ (1,117)	-13%		\$ 22,500	\$ 25,851	\$ (3,351)	-13%	\$ 22,500	\$ 22,500	\$ -	0%
503033 Legal Services	\$ 3,197	\$ 4,583	\$ (1,386)	-30%		\$ 4,322	\$ 13,749	\$ (9,427)	-69%	\$ 4,322	\$ -	\$ 4,322	100%
503034 Pre-Employ Exams	\$ 231	\$ 1,037	\$ (806)	-78%		\$ 2,979	\$ 3,111	\$ (132)	-4%	\$ 2,979	\$ 1,848	\$ 1,131	61%
503041 Temp Help	\$ 25,589	\$ -	\$ 25,589	100%	3	\$ 55,769	\$ -	\$ 55,769	100%	\$ 55,769	\$ 39,787	\$ 15,982	40%
503161 Custodial Services	\$ 1,777	\$ 5,508	\$ (3,731)	-68%		\$ 14,741	\$ 16,524	\$ (1,783)	-11%	\$ 14,741	\$ 17,677	\$ (2,936)	-17%
503162 Uniform & Laundry	\$ 2,589	\$ 3,668	\$ (1,079)	-29%		\$ 5,848	\$ 11,004	\$ (5,156)	-47%	\$ 5,848	\$ 9,680	\$ (3,832)	-40%
503171 Security Services	\$ 29,635	\$ 33,804	\$ (4,169)	-12%		\$ 83,717	\$ 101,592	\$ (17,875)	-18%	\$ 83,717	\$ 87,812	\$ (4,095)	-5%
503221 Classified/Legal Ads	\$ -	\$ 2,200	\$ (2,200)	-100%		\$ 1,444	\$ 6,600	\$ (5,156)	-78%	\$ 1,444	\$ 4,565	\$ (3,121)	-68%
503222 Legal Advertising	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
503225 Graphic Services	\$ -	\$ 333	\$ (333)	-100%		\$ -	\$ 999	\$ (999)	-100%	\$ -	\$ -	\$ -	0%
503351 Repair - Bldg & Impr	\$ 3,080	\$ 6,375	\$ (3,295)	-52%		\$ 13,533	\$ 19,125	\$ (5,592)	-29%	\$ 13,533	\$ 20,750	\$ (7,217)	-35%
503352 Repair - Equipment	\$ 40,563	\$ 40,326	\$ 237	1%		\$ 130,999	\$ 128,458	\$ 2,541	2%	\$ 130,999	\$ 74,571	\$ 56,428	76%
503353 Repair - Rev Vehicle	\$ 11,977	\$ 36,442	\$ (24,465)	-67%	4	\$ 71,600	\$ 109,326	\$ (37,726)	-35%	\$ 71,600	\$ 137,111	\$ (65,511)	-48%
503354 Repair - Non Rev Vehicle	\$ 307	\$ 2,625	\$ (2,318)	-88%		\$ 7,460	\$ 7,875	\$ (415)	-5%	\$ 7,460	\$ 9,367	\$ (1,907)	-20%
503363 Haz Mat Disposal	\$ 8,303	\$ 2,083	\$ 6,220	299%		\$ 11,125	\$ 6,249	\$ 4,876	78%	\$ 11,125	\$ 8,952	\$ 2,173	24%
<b>Total Services -</b>	<b>\$ 191,321</b>	<b>\$ 229,980</b>	<b>\$ (38,659)</b>	<b>-17%</b>		<b>\$ 527,741</b>	<b>\$ 608,860</b>	<b>\$ (81,119)</b>	<b>-13%</b>	<b>\$ 527,741</b>	<b>\$ 542,513</b>	<b>\$ (14,772)</b>	<b>-3%</b>
<b>MOBILE MATERIALS AND SUPPLIES</b>													
504011 Fuels & Lube Non Rev Veh	\$ 8,231	\$ 17,283	\$ (9,052)	-52%		\$ 33,045	\$ 51,849	\$ (18,804)	-36%	\$ 33,045	\$ 43,726	\$ (10,681)	-24%
504012 Fuels & Lube Rev Veh	\$ 934	\$ 270,417	\$ (269,483)	-100%	5	\$ 237,331	\$ 811,251	\$ (573,920)	-71%	\$ 237,331	\$ 450,956	\$ (213,625)	-47%
504021 Tires & Tubes	\$ 12,497	\$ 17,750	\$ (5,253)	-30%		\$ 38,205	\$ 53,250	\$ (15,045)	-28%	\$ 38,205	\$ 55,028	\$ (16,823)	-31%
504161 Other Mobile Supplies	\$ 27	\$ 858	\$ (831)	-97%		\$ 157	\$ 2,574	\$ (2,417)	-94%	\$ 157	\$ 2,487	\$ (2,330)	-94%
504191 Rev Vehicle Parts	\$ 31,996	\$ 68,083	\$ (36,087)	-53%	6	\$ 113,248	\$ 204,249	\$ (91,001)	-45%	\$ 113,248	\$ (17,853)	\$ 131,101	-734%
<b>Total Mobile Materials &amp; Supplies -</b>	<b>\$ 53,685</b>	<b>\$ 374,391</b>	<b>\$ (320,706)</b>	<b>-86%</b>		<b>\$ 421,986</b>	<b>\$ 1,123,173</b>	<b>\$ (701,187)</b>	<b>-62%</b>	<b>\$ 421,986</b>	<b>\$ 534,344</b>	<b>\$ (112,358)</b>	<b>-21%</b>

5-2.06



**FY10**  
**Consolidated Operating Expenses**  
**For the month ending - September 30, 2009**

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
<b><u>OTHER MATERIALS &amp; SUPPLIES</u></b>													
504205 Freight Out	\$ 74	\$ 300	\$ (226)	-75%		\$ 271	\$ 900	\$ (629)	-70%	\$ 271	\$ 729	\$ (458)	-63%
504211 Postage & Mailing	\$ 1,525	\$ 3,439	\$ (1,914)	-56%		\$ 4,023	\$ 7,317	\$ (3,294)	-45%	\$ 4,023	\$ 3,931	\$ 92	2%
504214 Promotional Items	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
504215 Printing	\$ 19,131	\$ 14,628	\$ 4,503	31%		\$ 21,069	\$ 25,284	\$ (4,215)	-17%	\$ 21,069	\$ 24,259	\$ (3,190)	-13%
504217 Photo Supply/Processing	\$ 103	\$ 825	\$ (722)	-88%		\$ 195	\$ 2,475	\$ (2,280)	-92%	\$ 195	\$ 906	\$ (711)	-78%
504311 Office Supplies	\$ 5,934	\$ 7,353	\$ (1,419)	-19%		\$ 18,404	\$ 22,059	\$ (3,655)	-17%	\$ 18,404	\$ 22,488	\$ (4,084)	-18%
504315 Safety Supplies	\$ 682	\$ 2,792	\$ (2,110)	-76%		\$ 4,254	\$ 8,376	\$ (4,122)	-49%	\$ 4,254	\$ 5,987	\$ (1,733)	-29%
504317 Cleaning Supplies	\$ 3,764	\$ 4,933	\$ (1,169)	-24%		\$ 7,621	\$ 14,799	\$ (7,178)	-49%	\$ 7,621	\$ 10,397	\$ (2,776)	-27%
504409 Repair/Maint Supplies	\$ 5,720	\$ 4,775	\$ 945	20%		\$ 10,884	\$ 14,325	\$ (3,441)	-24%	\$ 10,884	\$ 15,058	\$ (4,174)	-28%
504421 Non-Inventory Parts	\$ 1,760	\$ 4,463	\$ (2,703)	-61%		\$ 5,276	\$ 13,388	\$ (8,112)	-61%	\$ 5,276	\$ 11,704	\$ (6,428)	-55%
504511 Small Tools	\$ 191	\$ 875	\$ (684)	-78%		\$ 988	\$ 2,625	\$ (1,637)	-62%	\$ 988	\$ 1,878	\$ (890)	-47%
504515 Employee Tool Rplcmt	\$ -	\$ 225	\$ (225)	-100%		\$ 624	\$ 675	\$ (51)	-8%	\$ 624	\$ 505	\$ 119	24%
<b>Total Other Materials &amp; Supplies -</b>	<b>\$ 38,884</b>	<b>\$ 44,608</b>	<b>\$ (5,724)</b>	<b>-13%</b>		<b>\$ 73,609</b>	<b>\$ 112,223</b>	<b>\$ (38,614)</b>	<b>-34%</b>	<b>\$ 73,609</b>	<b>\$ 97,842</b>	<b>\$ (24,233)</b>	<b>-25%</b>
<b><u>UTILITIES</u></b>													
505011 Gas & Electric	\$ 16,403	\$ 19,101	\$ (2,698)	-14%		\$ 47,293	\$ 57,303	\$ (10,010)	-17%	\$ 47,293	\$ 41,443	\$ 5,850	14%
505021 Water & Garbage	\$ 10,432	\$ 10,681	\$ (249)	-2%		\$ 33,040	\$ 32,043	\$ 997	3%	\$ 33,040	\$ 34,144	\$ (1,104)	-3%
505031 Telecommunications	\$ 12,147	\$ 12,298	\$ (151)	-1%		\$ 28,109	\$ 36,894	\$ (8,785)	-24%	\$ 28,109	\$ 24,181	\$ 3,928	16%
<b>Total Utilities -</b>	<b>\$ 38,982</b>	<b>\$ 42,080</b>	<b>\$ (3,098)</b>	<b>-7%</b>		<b>\$ 108,442</b>	<b>\$ 126,240</b>	<b>\$ (17,798)</b>	<b>-14%</b>	<b>\$ 108,442</b>	<b>\$ 99,768</b>	<b>\$ 8,674</b>	<b>9%</b>
<b><u>CASUALTY &amp; LIABILITY</u></b>													
506011 Insurance - Property	\$ 8,389	\$ 10,158	\$ (1,769)	-17%		\$ 25,167	\$ 30,474	\$ (5,307)	-17%	\$ 25,167	\$ 17,736	\$ 7,431	42%
506015 Insurance - PL & PD	\$ 38,101	\$ 43,775	\$ (5,674)	-13%		\$ 114,303	\$ 131,325	\$ (17,022)	-13%	\$ 114,303	\$ 121,578	\$ (7,275)	-6%
506021 Insurance - Other	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
506123 Settlement Costs	\$ 414	\$ 12,500	\$ (12,086)	-97%	7	\$ 6,133	\$ 37,500	\$ (31,367)	-84%	\$ 6,133	\$ 21,748	\$ (15,615)	-72%
506127 Repairs - Dist Prop	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ (3,087)	\$ 3,087	-100%
<b>Total Casualty &amp; Liability -</b>	<b>\$ 46,904</b>	<b>\$ 66,433</b>	<b>\$ (19,529)</b>	<b>-29%</b>		<b>\$ 145,603</b>	<b>\$ 199,299</b>	<b>\$ (53,696)</b>	<b>-27%</b>	<b>\$ 145,603</b>	<b>\$ 157,975</b>	<b>\$ (12,372)</b>	<b>-8%</b>
<b><u>TAXES</u></b>													
507051 Fuel Tax	\$ 783	\$ 1,209	\$ (426)	-35%		\$ 2,349	\$ 3,627	\$ (1,278)	-35%	\$ 2,349	\$ 10,065	\$ (7,716)	-77%
507201 Licenses & permits	\$ 558	\$ 1,158	\$ (600)	-52%		\$ 5,770	\$ 3,474	\$ 2,296	66%	\$ 5,770	\$ 279	\$ 5,491	1968%
507999 Other Taxes	\$ -	\$ -	\$ -	0%		\$ 2,485	\$ 4,142	\$ (1,657)	-40%	\$ 2,485	\$ 2,485	\$ -	0%
<b>Total Utilities -</b>	<b>\$ 1,341</b>	<b>\$ 2,367</b>	<b>\$ (1,026)</b>	<b>-43%</b>		<b>\$ 10,604</b>	<b>\$ 11,243</b>	<b>\$ (639)</b>	<b>-6%</b>	<b>\$ 10,604</b>	<b>\$ 12,829</b>	<b>\$ (2,225)</b>	<b>-17%</b>

5-2.07



**FY10**  
**Consolidated Operating Expenses**  
**For the month ending - September 30, 2009**

	Current Period					Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10 Actual	FY09	\$ Var	% Var
<b><u>PURCHASED TRANSPORTATION</u></b>													
503406 Contr/Paratrans	\$ 26,910	\$ 20,833	\$ 6,077	29%		\$ 57,952	\$ 62,499	\$ (4,547)	-7%	\$ 57,952	\$ 16,439	\$ 41,513	253%
Total Purchased Transportation -	\$ 26,910	\$ 20,833	\$ 6,077	29%		\$ 57,952	\$ 62,499	\$ (4,547)	-7%	\$ 57,952	\$ 16,439	\$ 41,513	253%
<b><u>MISC</u></b>													
509011 Dues & Subscriptions	\$ 5,472	\$ 5,485	\$ (13)	0%		\$ 15,497	\$ 17,455	\$ (1,958)	-11%	\$ 15,497	\$ 15,985	\$ (488)	-3%
509085 Advertising - Rev Product	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
509101 Emp Incentive Prog	\$ 249	\$ 2,883	\$ (2,634)	-91%		\$ 592	\$ 8,649	\$ (8,057)	-93%	\$ 592	\$ 106	\$ 486	458%
509121 Employee Training	\$ 419	\$ 4,739	\$ (4,320)	-91%		\$ 1,682	\$ 20,417	\$ (18,735)	-92%	\$ 1,682	\$ 8,787	\$ (7,105)	-81%
509123 Travel	\$ 2,419	\$ 7,232	\$ (4,813)	-67%		\$ 11,029	\$ 21,695	\$ (10,666)	-49%	\$ 11,029	\$ 8,553	\$ 2,476	29%
509125 Local Meeting Exp	\$ 57	\$ 413	\$ (356)	-86%		\$ 404	\$ 1,237	\$ (833)	-67%	\$ 404	\$ 554	\$ (150)	-27%
509127 Board Director Fees	\$ 750	\$ 1,100	\$ (350)	-32%		\$ 1,900	\$ 3,300	\$ (1,400)	-42%	\$ 1,900	\$ 2,600	\$ (700)	-27%
509150 Contributions	\$ -	\$ 54	\$ (54)	-100%		\$ -	\$ 162	\$ (162)	-100%	\$ -	\$ -	\$ -	0%
509197 Sales Tax Expense	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
509198 Cash Over/Short	\$ 105	\$ 42	\$ 63	150%		\$ 84	\$ 126	\$ (42)	-33%	\$ 84	\$ (227)	\$ 311	-137%
Total Misc -	\$ 9,471	\$ 21,948	\$ (12,477)	-57%		\$ 31,188	\$ 73,041	\$ (41,853)	-57%	\$ 31,188	\$ 36,358	\$ (5,170)	-14%
<b><u>LEASES &amp; RENTALS</u></b>													
512011 Facility Rentals	\$ 60,721	\$ 61,030	\$ (309)	-1%		\$ 181,397	\$ 183,090	\$ (1,693)	-1%	\$ 181,397	\$ 175,598	\$ 5,799	3%
512061 Equipment Rentals	\$ 1,186	\$ 2,755	\$ (1,569)	-57%		\$ 2,818	\$ 7,465	\$ (4,647)	-62%	\$ 2,818	\$ 5,432	\$ (2,614)	-48%
Total Leases & Rentals -	\$ 61,907	\$ 63,785	\$ (1,878)	-3%		\$ 184,215	\$ 190,555	\$ (6,340)	-3%	\$ 184,215	\$ 181,030	\$ 3,185	2%
<b>Total Non-Personnel Expenses -</b>	<b>\$ 469,405</b>	<b>\$ 866,425</b>	<b>\$ (397,020)</b>	<b>-46%</b>		<b>\$ 1,561,340</b>	<b>\$ 2,507,133</b>	<b>\$ (945,793)</b>	<b>-38%</b>	<b>\$ 1,561,340</b>	<b>\$ 1,679,098</b>	<b>\$ (117,758)</b>	<b>-7%</b>
<b>TOTAL OPERATING EXPENSE -</b>	<b>\$ 2,864,409</b>	<b>\$ 3,471,137</b>	<b>\$ (606,728)</b>	<b>-17%</b>		<b>\$ 8,686,013</b>	<b>\$ 10,328,255</b>	<b>\$ (1,642,242)</b>	<b>-16%</b>	<b>\$ 8,686,013</b>	<b>\$ 8,486,856</b>	<b>\$ 199,157</b>	<b>2%</b>

\*\* does not include depreciation

**Current Period Notes:**

- 1) **Total Personnel Expenses** are below budget due to vacant funded positions and extended leaves.
- 2) **Prof & Tech Fees** are under budget due to cost cutting measures in place (Admin), the straight lining of the budget (HR), and less than anticipated spending for the web site redesign (IT) for the month.
- 3) **Temp Help** is over budget due to vacant funded positions and extended leaves. (Expense is offset by savings in personnel expense.)

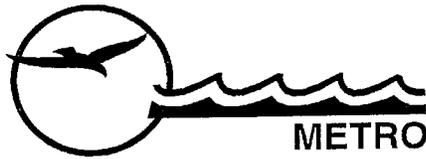
5-2.08



**FY10**  
**Consolidated Operating Expenses**  
*For the month ending - September 30, 2009*

	Current Period					Year to Date				YTD Year Over Year Comparison			
	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>Notes</u>	<u>Actual</u>	<u>Budget</u>	<u>\$ Var</u>	<u>% Var</u>	<u>FY10</u>	<u>FY09</u>	<u>\$ Var</u>	<u>% Var</u>
4) <b>Repair - Rev Vehicle</b> is under budget due to inability to anticipate when repair costs will be incurred.													
5) <b>Fuels &amp; Lube Rev Veh</b> is under budget due to lower than anticipated prices of fuel, as well as the receipt of the quarterly fuel tax credit (\$148K) in September 2009.													
6) <b>Rev Veh Parts</b> is under budget due to cost cutting measures in place.													
7) <b>Settlement costs</b> are under budget due to less than anticipated settlement costs for the month.													

5-2.09



**FY2010  
CAPITAL BUDGET**

*For the month ending - September 30, 2009*

	<u>YTD Actual</u>		<u>FY10 Budget</u>		<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>Grant-Funded Projects</u></b>						
MetroBase Maintenance Facility	\$ 430,596	\$	4,200,000	\$	3,769,404	10%
MetroBase Operations Facility	\$ -	\$	-	\$	-	0%
Purchase Smartcard Farebox System (ARRA)	\$ -	\$	2,267,000	\$	2,267,000	0%
Purchase & Renovation of Vernon Bldg	\$ 1,116,728	\$	2,400,000	\$	1,283,272	47%
Pacific Station Project (TCRP)	\$ 900	\$	2,100,000	\$	2,099,100	0%
Purchase 27 ParaCruz Vehicles (ARRA)	\$ -	\$	1,750,000	\$	1,750,000	0%
Transit Mgmt. Info. Technology (ARRA)	\$ 86	\$	1,264,873	\$	1,264,787	0%
2nd LNG Storage Tank & Process Equipment	\$ -	\$	1,000,000	\$	1,000,000	0%
Facilities Video Surveillance (OHS-1B)	\$ -	\$	220,000	\$	220,000	0%
Fleet Radios/Surveillance (OHS-1B)	\$ -	\$	202,457	\$	202,457	0%
Comprehensive Security & Surveillance Sys (OHS-1B)	\$ -	\$	440,505	\$	440,505	0%
Trapeze Pass Interactive Voice Response System	\$ 22,427	\$	91,141	\$	68,714	25%
<b>Subtotal Grant Funded Projects</b>	<b>\$ 1,570,737</b>	<b>\$</b>	<b>15,935,976</b>	<b>\$</b>	<b>14,365,239</b>	<b>10%</b>
<b><u>IT Projects</u></b>						
Replace Fleet & Facilities Maintenance Software	\$ 68	\$	470,000	\$	469,932	0%
HR Software Upgrade	\$ -	\$	250,000	\$	250,000	0%
Upgrade District Phone System	\$ 1,821	\$	77,825	\$	76,004	2%
Microsoft Office 2007 Pro Upgrade	\$ -	\$	55,000	\$	55,000	0%
Trapeze Pass Customer Certification Software	\$ 9,738	\$	46,000	\$	36,262	21%
Automated Purchasing System Software	\$ -	\$	40,000	\$	40,000	0%
Digital ID Card Processing Equipment	\$ 2,664	\$	17,000	\$	14,336	16%
Upgrade GFI software to System 7 Version 2	\$ 735	\$	12,584	\$	11,849	6%
3 Laptop PC's for ParaCruz	\$ 5,468	\$	6,000	\$	532	91%
2 Laptop/Docking Stations for HR	\$ 3,645	\$	4,500	\$	855	81%
<b>Subtotal IT Projects</b>	<b>\$ 24,139</b>	<b>\$</b>	<b>978,909</b>	<b>\$</b>	<b>954,770</b>	<b>2%</b>
<b><u>Facilities Repair &amp; Improvements</u></b>						
MTC Lane Four Shelter Replacement	\$ -	\$	55,000	\$	55,000	0%
Replace Roof - Watsonville Transit Center Main Building	\$ 23	\$	55,000	\$	54,977	0%
Repair, Reseal, and Restripe - Greyhound Lot	\$ -	\$	24,000	\$	24,000	0%
Repair, Reseal, Restripe (Sinkholes) - Operations	\$ 3,991	\$	20,000	\$	16,009	20%
<b>Subtotal Facilities Repairs &amp; Improvements Projects</b>	<b>\$ 4,014</b>	<b>\$</b>	<b>154,000</b>	<b>\$</b>	<b>149,986</b>	<b>3%</b>

5-2.910

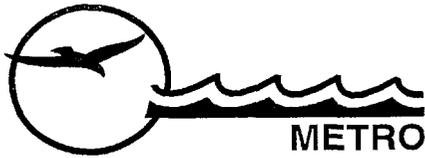


**FY2010  
CAPITAL BUDGET**

*For the month ending - September 30, 2009*

	<u>YTD Actual</u>	<u>FY10 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>Revenue Vehicle Replacement</u></b>				
Highway 17 Buses (5) - VTA - (Measure A)	\$ -	\$ 2,500,000	\$ 2,500,000	0%
<b>Subtotal Revenue Vehicle Replacements</b>	<b>\$ -</b>	<b>\$ 2,500,000</b>	<b>\$ 2,500,000</b>	<b>0%</b>
<b><u>Non-Revenue Vehicle Replacement</u></b>				
NONE	\$ -	\$ -	\$ -	0%
<b>Subtotal Non-Revenue Vehicle Replacements</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
<b><u>Maint Equipment</u></b>				
Cumming Engine Tool (Liner Indicator)	\$ -	\$ 1,200	\$ 1,200	0%
Cumming Engine Tool (Part # 3376915)	\$ -	\$ 1,200	\$ 1,200	0%
<b>Subtotal Non-Revenue Vehicle Replacements</b>	<b>\$ -</b>	<b>\$ 2,400</b>	<b>\$ 2,400</b>	<b>0%</b>
<b><u>Office Equipment</u></b>				
NONE	\$ -	\$ -	\$ -	0%
<b>Subtotal Office Equipment</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
<b>TOTAL CAPITAL PROJECTS</b>	<b>\$ 1,598,890</b>	<b>\$ 19,571,285</b>	<b>\$ 17,972,395</b>	<b>8%</b>

5-2.011



**FY2010  
CAPITAL BUDGET**

*For the month ending - September 30, 2009*

	<u>YTD Actual</u>	<u>FY10 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
<b><u>CAPITAL FUNDING</u></b>				
Federal Capital Grants	\$ 22,513	\$ 8,605,764	\$ 8,583,250	0%
State / PTMISEA 1B	\$ 430,598	\$ 4,446,429	\$ 4,015,831	10%
State/Other Capital Grants (Measure A - VTA)	\$ -	\$ 2,500,000	\$ 2,500,000	0%
State/Other Capital Grants (TCRP)	\$ 900	\$ 682,017	\$ 681,117	0%
State Security Bond Funds (1B)	\$ -	\$ 862,962	\$ 862,962	0%
STA Funding (Prior Year)	\$ 28,151	\$ 1,163,858	\$ 1,135,707	2%
STA Funding (Current Year)	\$ -	\$ -	\$ -	0%
District Reserves (Lawsuit & Sakata Proceeds)	\$ 1,116,728	\$ 1,310,255	\$ 193,528	85%
Capital Cash Reserves	\$ -	\$ -	\$ -	100%
<b>TOTAL CAPITAL FUNDING</b>	<b>\$ 1,598,890</b>	<b>\$ 19,571,285</b>	<b>\$ 17,972,395</b>	<b>8%</b>

5-2.012

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Waldon, Zonia Beecher Received: 10/10/09 Claim #: 09-0016 (b)  
Date of Incident: 04/11/09 Occurrence Report No.: PC 04-09-03

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: 10-20-09

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 November 20, 2009.

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 # 09-0016(b)

Occurrence # PC-04-07-03

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: Zonia Beecher WALDON

Claimant's Address/Post Office Box: [Redacted]

Claimant's Phone Number: [Redacted]

2. Address to which notices are to be sent: [Redacted]

3. Occurrence: Automobile Accident

Date: 04/11/2009 Time: 3:25 PM Place: WATSONVILLE, CALIFORNIA

Circumstances of occurrence or transaction giving rise to claim: STRUCK by SANTA CRUZ METROPOLITAN TRANSPORTATION vehicle driven by NOAH JONATHAN VASSEUR. Who "failed to yield the right of way to an approaching vehicle..." (per police report # 09 W - 02448)

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: Medical bills including dental, hospital, physical therapy, ambulance, and additional treatment(s) + equipment authorized/prescribed by physician(s). Auto repairs, license plates, brake + rotor damages, transportation for medical related appointments etc

5. Name or names of public employees or employees causing injury, damage, or loss, if known: [Redacted] (per police report)

6. Amount claimed now \$9436.14
Estimated amount of future loss, if known \$ Unknown
TOTAL \$9436.14

7. Basis of above computations: Kaiser statements + Medical Receipts - Liberty Mutual Correspondence + DMV fees + CAR REPAIR bills

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

10/9/09
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: Coleman, Kim  
Date of Incident: 10/01/09

Received: 10/15/09 Claim #: 09-0022  
Occurrence Report No.: MISC 09-15

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: 10-22-09

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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 November 20, 2009.

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

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

MG/lg  
Attachment(s)

On October, 1, 2009, Friday morning, I boarded the 6:20am HWY17 Bus to San Jose, at the Pasatiempo stop. I was the last to arrive at the stop. I was the last to board, and still searching for my bus pass. (*At, 6:20am, darkness, hindered me from immediately locating my pass*)

I did not present the bus pass to the driver when I boarded the bus, so, I said to the driver "I am still searching for the pass; let me sit down to find it." (I proceed to the first available seat, to search my bags for the pass. The driver responded and yelled, "COME BACK HERE, WHERE IS YOUR BUS PASS," I replied, I have it, but need to sit down to look for it in my bag. (I did not want to be standing up, searching in my purse, while the bus is in motion) He said, "NO, YOU COME HERE, RIGHT HERE, AND LOOK FOR IT". I said I need to sit down to go through my bags; I am a regular rider on the commuter bus. Then in angrier loud voice, he said" COME HERE; SIT HERE".

He pointed to the seat reserved for the senior/disabled. After being yelled at to sit across from him, I felt threaten, and forced to comply. His behavior and the tone of his voice led me to believe he would have done something violent or crazy, if I did not do what he said.

Feeling humiliated and in fear, I sat at the spot, he said to sit, and searched my purse for the pass. While searching, he then said, in a louder voice, PEOPLE ARE GOING TO WORK, AND YOU ARE HOLDING UP THE BUS? I did not respond, felt he was egging me on (*wonder why he did not see me as a commuter going to work like the others on the bus*) I continued searching for the bus pass.

After 2 or 3 minutes later, I found the bus pass (attached to my work badge) and presented it to the driver. He did not say anything to me.

# GOVERNMENT TORT CLAIM

## RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Cleworth, Marianne  
Date of Incident: 10/15/09

Received: 10/26/09 Claim #: 09-0024  
Occurrence Report No.: MISC 09-16

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: 10-28-09

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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 November 20, 2009.

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

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

MG/lg  
Attachment(s)

Santa Cruz Metro, Adm.  
370 Encinal  
Santa Cruz, CA. 95060

10/23/09

Ms. Marianne Cleworth

To whom it concerns:

I have been taking the 17 Express bus from Scotts Valley transit center often to visit family in S. Calif since the Santa Cruz Airporter went out of business. I take the 17 Express to Diridan Station, San Jose + then a cab to the Airport.

Prior to my trip of Oct. 12-22nd, I'd called the S. C. Metro + told the woman my flight time and asked when the 17 Express left Scotts Valley transit center, so that I could catch my 3:20 PM flight, (without checking bags). I was told the bus left Scotts Valley at 1:10 PM. Well, that was a mistake as no bus came then + I spoke to a #35 bus driver who said that the 17 Express left Santa Cruz @ 1<sup>10</sup> PM! He tried to arrange taking me to Pasatiempo to catch it but it had just passed Pasatiempo.

As a result I had no choice but to drive to San Jose Airport, which I don't normally do, as I have a

When I got there, I barely had time to catch my Southwest plane at Terminal A. With all the construction + charges there I never saw a sign for long term pkg. for Terminal 'A'. (I did see sign for LT pkg. Terminal C.) Therefore (w/ no valet parking), I had to park in short term parking to make my flight.

I've always received correct information from you until this time; w/ cutbacks + all, I always call your number listed. I feel you're responsible for this \$240 charge. Please reimburse me so that this bill can be paid or contact the city + work out a solution between yourselves + the city of San Jose. I've also written to them at SAN JOSE INTERNATIONAL AIRPORT Operations Division.

Sincerely,  
5-36 Marianne Cleworth



## **AGENDA**

**NOVEMBER 18, 2009 - 6:00 PM  
PACIFIC STATION CONFERENCE ROOM  
920 PACIFIC AVENUE, SANTA CRUZ, CALIFORNIA**

- 1. ROLL CALL**
- 2. AGENDA ADDITIONS/DELETIONS**
- 3. ORAL/WRITTEN COMMUNICATION**
- 4. CONSIDERATION OF APPROVAL OF MINUTES OF OCTOBER 21, 2009**
- 5. ACCEPT AND FILE RIDERSHIP REPORT FOR AUGUST 2009**
- 6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR JULY AND AUGUST 2009**
- 7. REPORT BY MAC REPRESENTATIVE OF OTHER TRANSIT RELATED MEETINGS**
- 8. DISCUSSION OF METRO'S PROPOSED TITLE VI PROGRAM REGULATION AND COMPLAINT PROCEDURE**
- 9. DISCUSSION OF METRO'S DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM GOAL OF 1.73% FOR FY 2010**
- 10. DISCUSSION OF THE WEBSITE AND ROUTE MAP REDESIGN PROJECTS**
- 11. DISCUSSION OF THE CURRENT COMPLAINTS PROCEDURES**
- 12. CONSIDERATION OF MAC'S REQUEST TO VIEW THE FILED COMPLAINTS**
- 13. DISCUSSION OF PRESSURE WASHING BUS STOPS**
- 14. DISCUSSION OF MAC MEMBERS APPOINTMENTS EXPIRING**
- 15. DISTRIBUTION OF MAC VOUCHERS**
- 16. COMMUNICATIONS TO METRO GENERAL MANAGER**
- 17. COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
- 18. ITEMS FOR NEXT MEETING AGENDA**
- 19. ADJOURNMENT**

*NEXT MEETING: WEDNESDAY, DECEMBER 16, 2009, AT 6:00 PM  
PACIFIC STATION CONFERENCE ROOM*

**5-4.1**

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**Minutes - METRO Advisory Committee (MAC)**

**September 16, 2009**

The METRO Advisory Committee (MAC) met on Wednesday, September 16, 2009 in the Pacific Station Conference Room located at 920 Pacific Avenue in Santa Cruz, California.

Vice Chair Robert Yount called the meeting to order at 6:10 p.m.

**1. ROLL CALL:**

**MEMBERS PRESENT**

Dennis "Pop" Papadopulo  
Stuart Rosenstein  
Charlotte Walker  
Dave Williams  
Robert Yount, Vice Chair

**STAFF PRESENT**

Ciro Aguirre, Operations Manager  
Mary Ferrick, Fixed Route Superint.  
April Warnock, Paratransit Superint.

**MEMBERS ABSENT**

Naomi Gunther, Chair  
Mara Murphy

**VISITORS PRESENT**

Bill, Transit User  
Harlan Glatt, Sr. Data Base Administrator  
Maria Granados-Boyce, Transit Supervisor  
Steve Prince, Bus Operator/UTU Rep.

**2. AGENDA ADDITIONS/DELETIONS**

None.

**3. ORAL/WRITTEN COMMUNICATION**

Written:

None.

Oral:

Dennis "Pop" Papadopulo informed the committee that METRO Bus Operator Ray Mattos had recently been killed in a head-on collision and brought a card for everyone to sign.

Vice Chair Robert Yount informed the committee that when his appointment to the METRO Advisory Committee expires in December 2009, he probably would not return for another term due to health issues.

Vice Chair Robert Yount informed the committee that the City of Santa Cruz had their first reading of the modifications to their current smoking ban ordinance. The second reading is September 22, 2009 and the ordinance is effective on October 22, 2009.

Charlotte Walker asked if METRO could provide shuttle service for the county Fair from Watsonville Place. Ciro Aguirre explained that METRO cannot provide shuttle service due to the Federal Transit Administration Charter and that Ms. Walker should contact the City of Watsonville to request the service.

5-4.2

**4. CONSIDERATION OF APPROVAL OF MINUTES OF AUGUST 19, 2009**

Vice Chair Robert Yount made the following corrections on page 3: “Dave Williams said his vision is restrictive **and** as a result the revised map is far more difficult for him to read than the previous map.”<sup>1</sup> On page 5: “The fire dept. blocked access through to route ~~36~~ **35**, which caused a significant delay in traffic and service from 6:17 pm to 10:30 pm.”<sup>2</sup>

**ACTION: MOTION: DAVE WILLIAMS SECOND: DENNIS “POP” PAPADOPULO**

**ACCEPT AND FILE MINUTES OF THE AUGUST 19, 2009 MEETING AS CORRECTED**

**Motion passed with Chair Naomi Gunther and Mara Murphy being absent.**

**5. ACCEPT AND FILE RIDERSHIP REPORT FOR JUNE 2009**

Vice Chair Robert Yount mentioned there were some interesting increases and decreases in ridership. Routes 33, 7 and 65 had nice increases in ridership and Route 76 was down 27%, which is a significant amount.

**6. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR MAY 2009**

Dave Williams asked about the early drop-off complaint. April Warnock said the ride exceeded the early drop off time by 45 minutes. Ms. Warnock explained that ParaCruz has designated travel times that allow for passengers to be picked up and dropped off. Ms. Warnock stated the ride could have been a long trip with a single rider, because there were no extra stops to take up time it caused the rider to be dropped off early, or the destination facility wasn't open at the time of the drop off.

April Warnock stated the Comparative Operating Statistics Chart had a typo it should be May 09 not April 09.

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

**9. DISCUSSION OF THE WEBSITE AND ROUTE MAP REDESIGN PROJECTS**

Harlan Glatt reported that METRO is developing and building content on the website redesign.

Mr. Glatt reported that METRO has made the following improvements to the “Revised Route Maps” due to comments received from MAC:

<sup>1</sup> This correction was made to the file copy of the August 19, 2009 minutes.

<sup>2</sup> This correction was made to the file copy of the August 19, 2009 minutes.

1. The route line color was changed from orange to blue, which gives the route line more contrast in black and white for the *Headways*.
2. METRO has drawn a carrot style (2 simple lines forming a triangle) arrow for clear understanding of the area that has been enlarged to the area that it's illustrating.

Mr. Glatt asked for approval from MAC to redesign all the maps on this new color scheme and the inset arrows.

**ACTION: MOTION: DENNIS "POP" PAPADOPULO SECOND: CHARLOTTE WALKER**

**ACCEPT AND APPROVE THE IMPROVEMENTS TO THE REVISED ROUTE MAPS**

**Motion passed with Chair Naomi Gunther and Mara Murphy being absent.**

**7. REPORT BY MAC REPRESENTATIVE TO OTHER TRANSIT RELATED MEETINGS**

Vice Chair Robert Yount reported that BSAC is setting up a subcommittee to review quick changes to bus stops.

Mr. Yount reported due to operators' comments of poor visibility of shelters at night they will be putting yellow reflectors on all of the shelters.

**8. DISCUSSION OF BUS OPERATOR CUSTOMER SERVICE**

Maria Granados-Boyce gave a brief summary regarding Customer Service goals and responsibilities: Customer service development to improve the complaint process, updating policies and procedures, provide information and guidance to the public, personal development of staff, provide an announcement display case at all Transit Centers and clean up all the display cases, integrate Customer Service with Operations, Marketing and the community and the beautification of METRO.

Ms. Granados-Boyce reported that METRO will be launching a committee outreach information survey regarding proposed changes on Route 66 and 68, contacts she has made with the project manager at Safeway for community outreach and the Arts Foundation for a beautification project.

There was discussion regarding hours of the customer service phone and information booth, clarification of the Transit Supervisor's duties at the METRO Center vs. Transit Supervisor's in the field, courtesy stops, and community involvement with Michael Olson at KSCO radio.

**10. CONSIDERATION OF SIGNAGE FOR PARACRUZ PICK UP AND DROP OFF AREA AT THE WATSONVILLE TRANSIT CENTER**

Vice Chair Robert Yount reported that MAC is waiting to hear from BSAC regarding this matter.

**11. DISTRIBUTION OF MAC VOUCHERS**

Ciro Aguirre distributed METRO MAC vouchers to the MAC members at this time.

**12. COMMUNICATIONS TO METRO GENERAL MANAGER**

None

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

None

**14. ITEMS FOR NEXT MEETING AGENDA**

- Discussion of the Website and Route Map Redesign Projects
- Consideration of Signage for ParaCruz Pick Up and Drop Off Area at the Watsonville Transit Center

**ADJOURN**

There being no further business, Vice Chair Robert Yount thanked everyone for participating and adjourned the meeting at 7:40 p.m.

Respectfully submitted,



KAREN BLIGHT  
Administrative Assistant

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20<sup>th</sup>, 2009  
**TO:** Board of Directors  
**FROM:** April Warnock, Paratransit Superintendent  
**SUBJECT:** METRO PARACRUZ OPERATIONS STATUS REPORT

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004. This service had been delivered under contract since 1992.
- Discussion of ParaCruz Operations Status Report.
- Attachment A: On-time Performance Chart displays the percentage of pick-ups within the “ready window” and a breakdown in 5-minute increments for pick-ups beyond the “ready window”. The monthly Customer Service Reports summary is included.
- Attachment B: Report of ParaCruz’ operating statistics. Performance Averages and Performance Goals are reflected in the Comparative Operating Statistics Table in order to establish and compare actual performance measures, as performance is a critical indicator as to ParaCruz’ efficiency.
- Attachments C, D, E, F, G: ParaCruz Performance Charts display trends in rider-ship and mileage spanning a period of three years. Graph G is a graphical display reporting use of sub-contracted taxi companies for each month.
- Attachment H: Current calendar year’s statistical information on the number of ParaCruz in-person eligibility assessments, including a comparison to past years, since implementation in August of 2002.

## III. DISCUSSION

5-5.1

In the month of September 2009, ParaCruz experienced a considerably better level of on-time performance than in September 2008. This may be attributable to the higher number of shared rides.

In the Comparative Operating Statistics Reports, call center figures are unavailable due to the district –wide installation of the VOIP telephone system.

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

NONE

#### **V. ATTACHMENTS**

- Attachment A:** ParaCruz On-time Performance Charts
- Attachment B:** Comparative Operating Statistics Tables
- Attachment C:** Number of Rides Comparison Chart
- Attachment D:** Shared vs. Total Rides Chart
- Attachment E:** Mileage Comparison Chart
- Attachment F:** Year To Date Mileage Chart
- Attachment G:** Daily Drivers vs. Subcontractor Rides Charts
- Attachment H:** Eligibility Chart

<b>ParaCruz On-time Performance Report</b>		
	<b>September 2008</b>	<b>September 2009</b>
Total pick ups	8050	8364
<b>Percent in "ready window"</b>	<b>93.51%</b>	<b>95.36%</b>
1 to 5 minutes late	2.78%	1.88%
6 to 10 minutes late	1.93%	1.22%
11 to 15 minutes late	1.33%	.78%
16 to 20 minutes late	.72%	.35%
21 to 25 minutes late	.39%	.16%
26 to 30 minutes late	.37%	.13%
31 to 35 minutes late	.17%	.06%
36 to 40 minutes late	.07%	.06%
41 or more minutes late (excessively late/missed trips)	.05%	.01%
<b>Total beyond "ready window"</b>	<b>7.49%</b>	<b>4.64%</b>

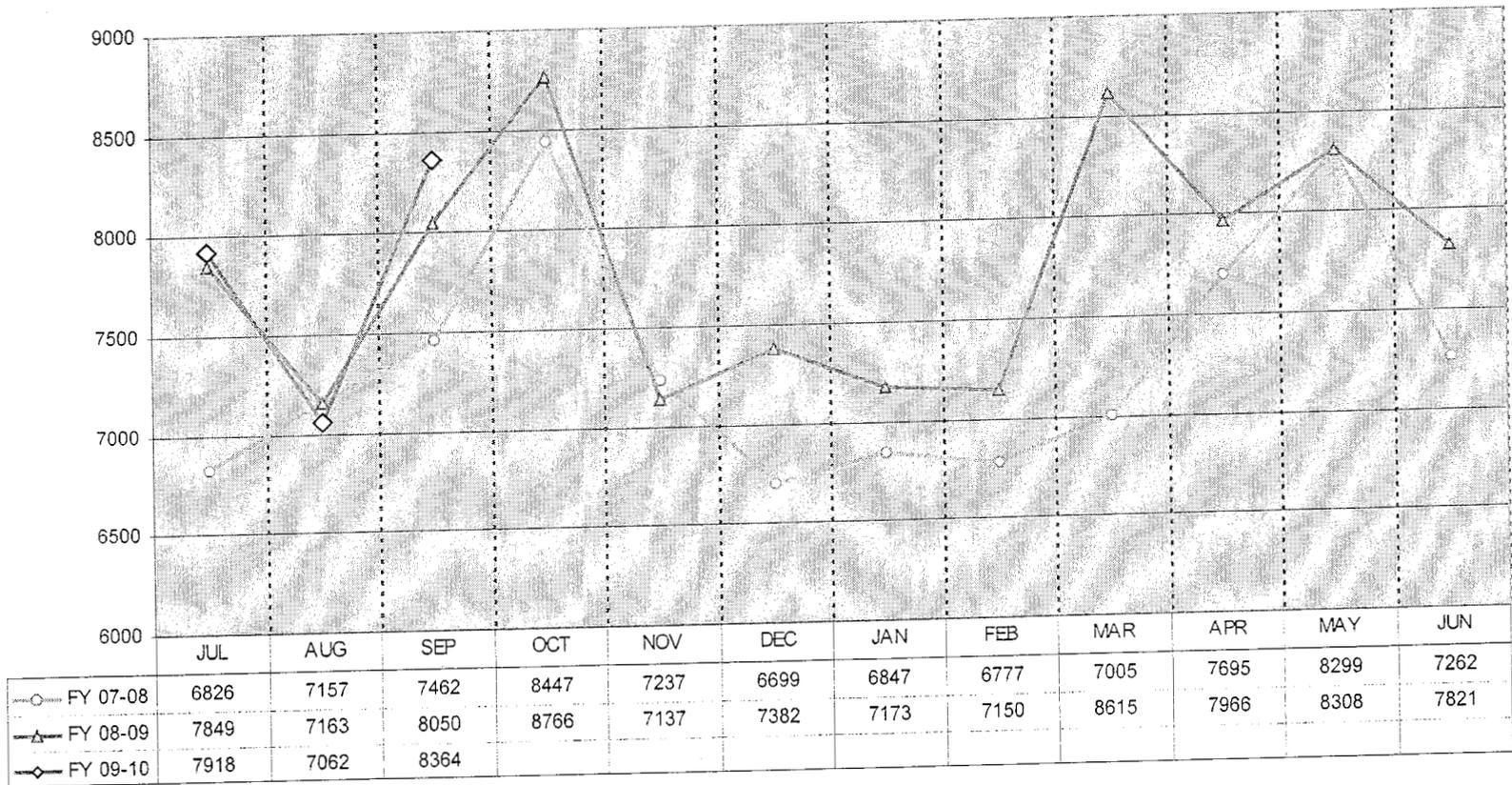
During the month of September 2009, ParaCruz received three (3) compliments and two (2) Customer Service complaints. The complaints were not valid.

**Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through September 2009.**

	Sept 08	Sept 09	Fiscal 08-09	Fiscal 09-10	Performance Averages	Performance Goals
Requested	8418	8830	24,250	24,686	8414	
Performed	8050	8364	23,062	23,343	7797	
Cancels	14.97%	16.18%	16.04%	17.32%	18.23%	
No Shows	3.15%	3.34%	3.32%	2.90%	2.54%	Less than 3%
Total miles	55,823	53,020	155,832	151,663	52,693	
Av trip miles	5.35	5.16	5.17	5.23	5.19	
Within ready window	93.51%	95.36%	92.88%	95.69%	94.66%	92.00% or better
Excessively late/missed trips	4	1	13	2	2.67	Zero (0)
Call center volume	6680	N/A	14,074	N/A	N/A	
Call average seconds to answer	37	N/A	34	N/A	N/A	Less than 2 minutes
Hold times less than 2 minutes	96%	N/A	96%	N/A	N/A	Greater than 90%
Distinct riders	817	835	1,155	1151	805	
Most frequent rider	33 rides	48 rides	169 rides	140 rides	52 rides	
Shared rides	64.8%	67.1%	63.0%	62.4%	63.63%	Greater than 60%
Passengers per rev hour	2.23	2.04	2.18	2.0	2.07	Greater than 1.6 passengers/hour
Rides by supplemental providers	11.79%	15.11%	7.27%	10.80%	9.03%	No more than 25%
Vendor cost per ride	\$24.87	\$21.42	\$22.51	\$23.42	\$23.38	
ParaCruz driver cost per ride (estimated)	\$23.49	\$22.85	\$23.78	\$23.45	\$24.25	
Rides < 10 miles	70.05%	69.73%	70.45%	68.87%	70.07%	
Rides > 10	29.95%	30.27%	29.55%	31.13%	29.93%	

5-5.b1

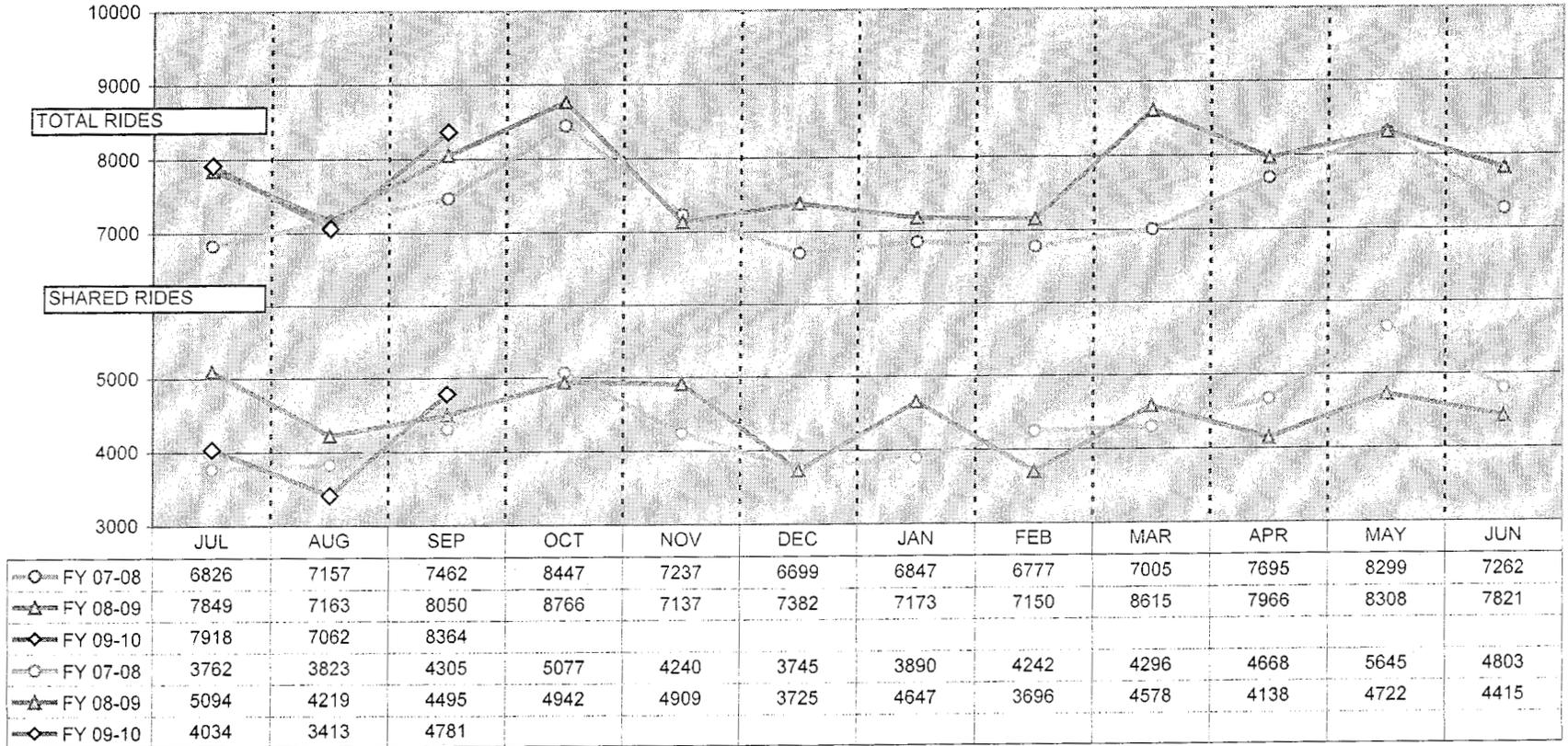
NUMBER OF RIDES COMPARISON CHART



5-5.01

Attachment 2

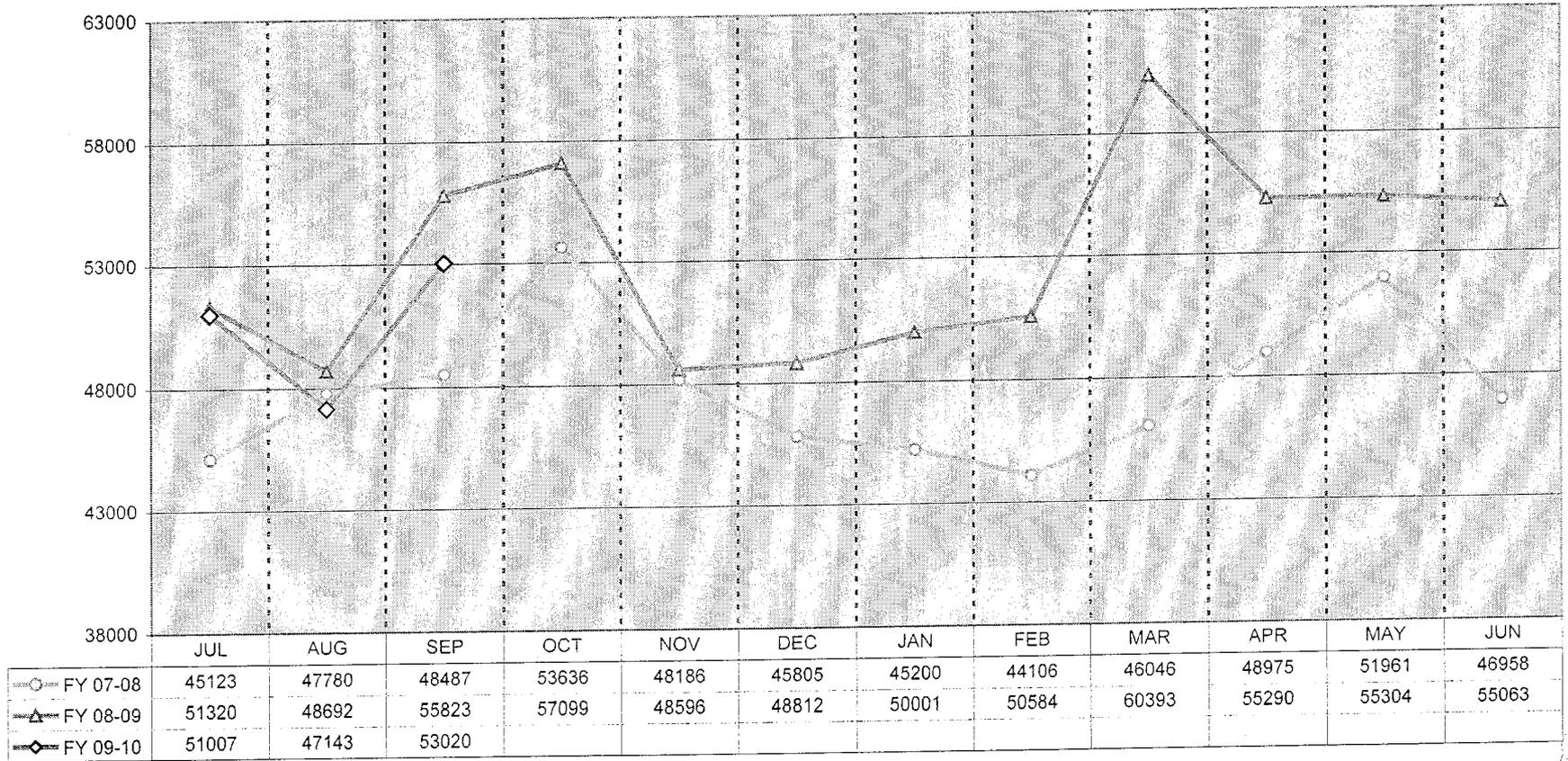
TOTAL vs. SHARED RIDES



5-5.01

Attachment D

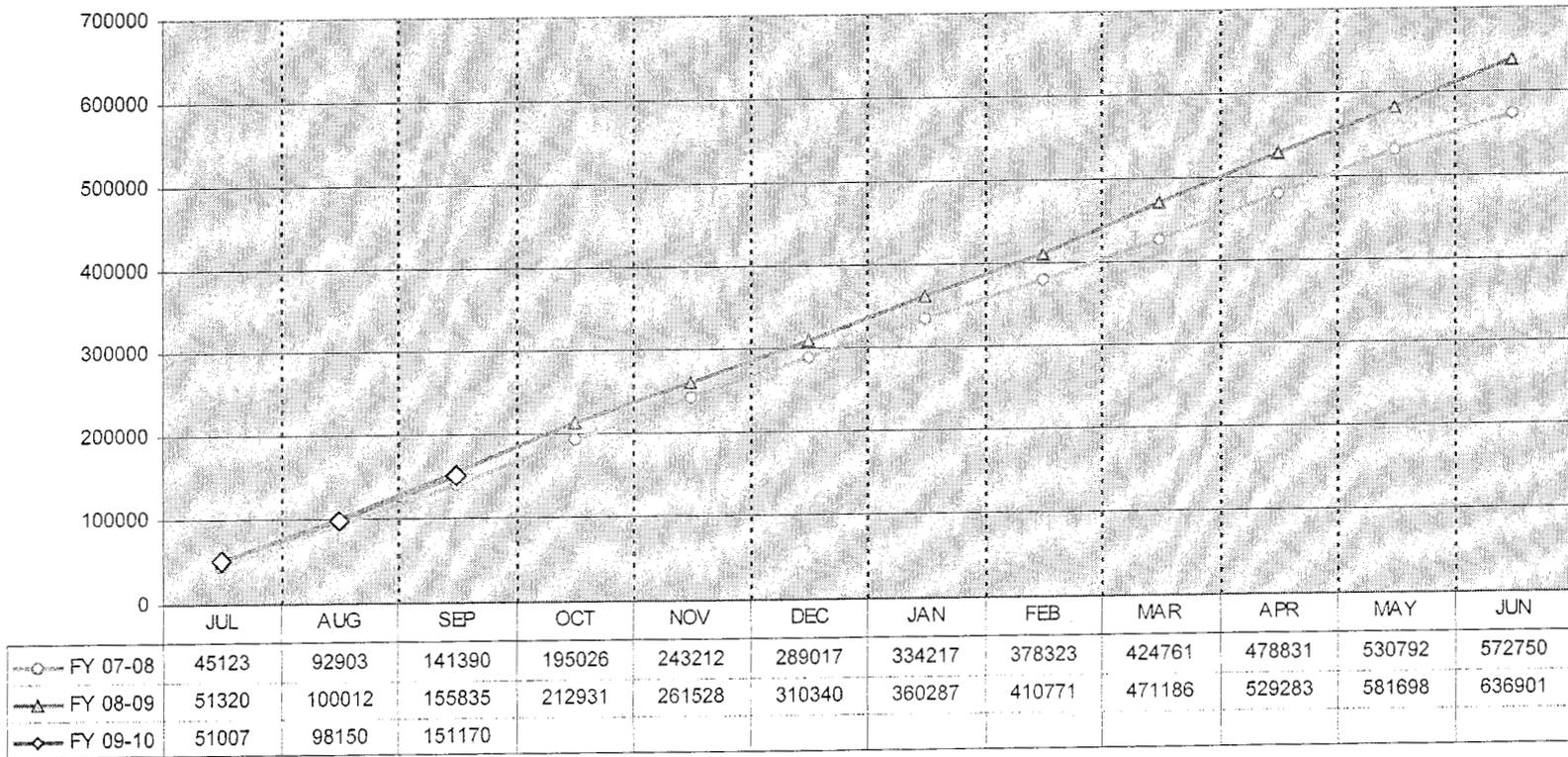
### MILEAGE COMPARISON



5-5.e1

Attachment E

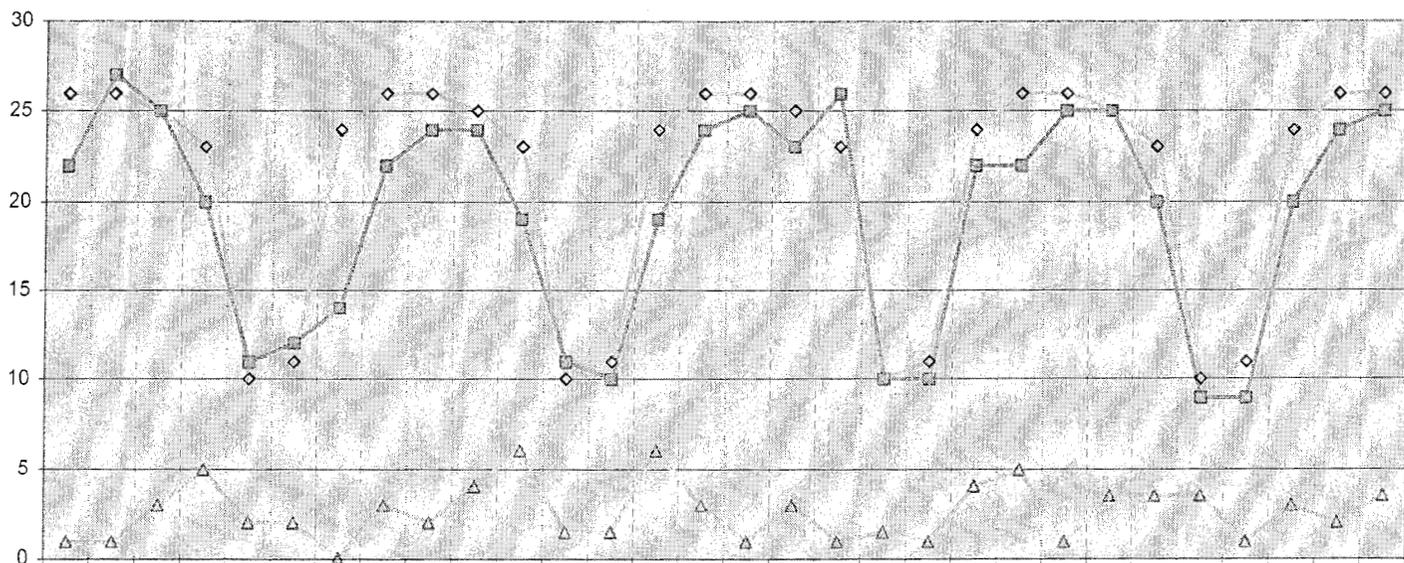
YEAR TO DATE MILEAGE COMPARISON



5-5. f1

Attachment F

DAILY DRIVERS vs. SUBCONTRACTORS



	9/1	9/2	9/3	9/4	9/5	9/6	9/7	9/8	9/9	9/10	9/11	9/12	9/13	9/14	9/15	9/16	9/17	9/18	9/19	9/20	9/21	9/22	9/23	9/24	9/25	9/26	9/27	9/28	9/29	9/30	
◆ #PC SCHEDULE	26	26	25	23	10	11	24	26	26	25	23	10	11	24	26	26	25	23	10	11	24	26	26	25	23	10	11	24	26	26	
■ #PC ACTUAL	22	27	25	20	11	12	14	22	24	24	19	11	10	19	24	25	23	26	10	10	22	22	25	25	20	9	9	20	24	25	
▲ #SUBCON	1.0	1.0	3.0	5.0	2.0	2.0	0.0	3.0	2.0	4.0	6.0	1.5	1.5	6.0	3.0	1.0	3.0	1.0	1.5	1.0	1.0	4.0	5.0	1.0	3.5	3.5	3.5	1.0	3.0	2.0	3.5

5-5.91

Attachment G

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20<sup>th</sup>, 2009  
**TO:** Board of Directors  
**FROM:** April Warnock, Paratransit Superintendent  
**SUBJECT: METRO PARACRUZ TRANSITIONAL FUELING REPORT**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- ParaCruz' contracted fueling vendor, Steve's Union 76, closed to upgrade their service station. The upgrade is projected to take ninety (90) days.
- Numerous service stations in closer proximity to the ParaCruz facility were contacted regarding availability of fueling for the ParaCruz fleet in the interim.
- There was considerable lack of availability of service stations to use for fueling ParaCruz fleet due to non-existent billing systems.
- The ParaCruz fleet is now fueling at Devco Oil, Inc, and Cruz Car Wash during the time Steve's Union 76 undergoes renovation.

## III. DISCUSSION

Steve's Union 76 service station, located across from Dominican Hospital on Soquel Drive, notified METRO ParaCruz in early August, that they intended to undergo renovation of their facility. Steve Oneto (owner) was unable to provide a date range for when the renovation would occur, as he was waiting for approval of permits.

In early September, a ParaCruz Operator related that there was temporary fencing and cutting lines laid out at Steve's 76. ParaCruz personnel contacted Mr. Oneto at that time, and he reported that the station was due to be closed at the end of October 2009 for an anticipated period of ninety (90) days.

On October 11<sup>th</sup>, 2009, two weeks prior to the reported closure date, Steve's 76 service station ceased business without notifying ParaCruz.

From the time of the first notification of the pending closing of the Union 76, ParaCruz personnel had began contacting other possible vendors in the area. All the service stations contacted for possible short-term use by the ParaCruz fleet, with the exception of one, declined to provide service, explaining that they did not have the appropriate billing structure needed to accommodate METRO ParaCruz. The one service station that could accommodate ParaCruz

5-6.1

with their existing billing structure was Cruz Car Wash, the facility ParaCruz currently uses for washing of ParaCruz' midsize and minivans. Although Cruz Car Wash has a working billing system, there were other considerable restraints on availability of service. The station closes at 5pm daily, closes if it rains, and fuel is priced slightly higher.

Staff had been discussing other possible fueling options, and on October 11<sup>th</sup>, the day Steve's Union 76 closed unexpectedly, began communication with Devco Oil on Encinal Street. A request to Devco to issue gas cards was made, and a purchase order created. Cruz Car Wash was contacted and agreed to stay open for the next three days until 5pm. despite the rainy weather.

Gas Cards were procured from Devco Oil, and presently, the ParaCruz fleet is fueling at Devco during the weekdays, and at Cruz Car Wash during the week-ends, combining the fueling with the scheduled vehicle wash.

Cruz Car wash had an existing purchase order at the time ParaCruz began fueling with them, but the authorized amount may be exceeded, since it was budgeted for vehicle washes only. Staff will be approaching the Board for authorization to increase the purchase order amount at a future date.

The purchase order for Devco Oil is currently at the monetary amount authorized by the Board, but with consistent fueling may exceed approved amount. Staff will be approaching the Board for authorization to increase limits at a future date.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager  
**SUBJECT:** SANTA CRUZ METRO SYSTEM RIDERSHIP AND PERFORMANCE REPORT FOR SEPTEMBER 2009



## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Total ridership for the month of September 2009 was 456,338. Which is a decrease of 16,518 riders or -3.5% versus September 2008, while FY10 YTD ridership is down 60,854 riders or -5.2% compared to FY09 YTD.
- The top three routes in terms of percent increase (with at least 700 riders) are: Route 42-Davenport/Bonny Doon, Route 20D-Supplemental West-Side, and The Night Owl Service.
- The top three routes in terms of percent decrease (with at least 700 riders) are: Route 31-Santa Cruz/Scotts Valley, Route 79-East Lake, and Route 7-Beach St.
- There were 17.30 hours of dropped service amounting to 240.17 miles of dropped service in September 2009.
- The Bus Operator Lift Test for September resulted in 100% of all lifts working properly on all pull-out buses. Twenty-two (22) buses reported issues with lifts while in service.

## III. DISCUSSION

In the twenty-one (21) weekdays, eight (8) weekend days, and one (1) holiday of September 2009, METRO's total ridership was 456,338 riders. This was a loss from the previous year, decreasing by 16,518 riders or -3.5%. Recall that gasoline prices in September 2008 were \$4.25 and beyond per gallon, while September 2009 gasoline averaged close to \$3.10 per gallon. This variance in price, along with unemployment in Santa Cruz county at 10.2% in September 2009, has decrease the demand for public transportation which most likely explains the drop in overall ridership. In total, FY10 YTD ridership is 1,107,101 which is down 60,854 riders from the FY09 YTD ridership of 1,167,955 or simply -5.2%.

Route 42 saw a strong increase from the previous September, gaining over 38% ridership increase from September 2008. This is most likely due to an increase of Santa Cruz High School students using the Route 42 on minimum days and a strong demand for night and weekend service. The Route 20D a supplemental UCSC Route and the Night Owl Service have also

5-7.1

gained some significant ridership from September 2008, most likely due to more UCSC students having knowledge of how these supplemental routes operate and using them more effectively. Routes 31, 79, and 7 have seen significant recessions and have contributed to poor ridership with a combining loss of 1,241 riders or -20.76% to these routes. Each of these under performing routes has their unique issues. Route 31 in Scotts Valley simply does not operate frequently enough to be fully utilized and has a very complex long routing due to the geographical nature of the San Lorenzo Valley making this route unappealing to most riders in the area. Route 79 in Watsonville has issue with on time performance and lacks proper frequency to be properly utilized. While Route 7 in local Santa Cruz is designed to serve the West Side and the Warf/Santa Cruz Beach area. Since the tourist season comes to an end, ridership has dropped off.

There were 17.30 dropped hours amounting to 240.17 miles of dropped service mostly due to no operators.

In September 2009, the Bus Operator Lift Tests resulted in 100% of all pull out buses having properly functioning passenger lifts. During service, twenty-two (22) buses reported issues with the passenger lifts.

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

Revenue derived from passenger fares and passes are reflected in the FY10 Revenue.

#### **V. ATTACHMENTS**

- Attachment A: September 2009 Ridership Report**
- Attachment B: September 2008 Ridership Report**
- Attachment C: FYTD % Change in Ridership**
- Attachment D: Route by Route Ridership**
- Attachment E: Dropped Service for FY10**
- Attachment F: Bus Operator Lift Test \*Pull-Out\***
- Attachment G: In Service Passenger Lift Problems**

Prepared by: Erich Friedrich, Provisional Transit Planner; November 3, 2009.

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Santa Cruz METRO  
September 2009 Ridership Report

ROUTE	Miles	Hours	UC Student	UC Staff	Cabrillo	Full Fare	Tickets	S/D Fare	Day Pass	S/D Day Pass	Passes/Free Fare	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike
10	5,133.23	554.16	14,952	1,919	285	1,143	68	86	7	11	1,185	5	19,661	3.83	35.48	30	874
13	879.36	92.66	4,384	239	18	117	4	4	2	1	119	0	4,888	5.56	52.75	2	166
15	3,027.73	300.19	18,608	643	80	425	16	30	3	0	510	4	20,319	6.71	67.69	6	661
16	12,062.56	1,183.99	48,388	3,938	702	3,142	100	213	36	12	3,172	22	59,725	4.95	50.44	25	2329
19	4,646.76	438.05	13,712	1,277	155	817	55	95	9	10	1,237	7	17,374	3.74	39.66	6	618
3	2,386.02	207.90	429	138	396	711	52	177	14	28	1,327	154	3,426	1.44	16.48	10	60
4	1,485.86	220.50	126	48	190	439	198	214	24	29	3,295	8	4,571	3.08	20.73	45	95
7	1,094.10	109.91	70	19	112	111	30	97	2	15	592	0	1,048	0.96	9.54	2	13
9	455.33	25.20	29	26	17	117	26	1	2	2	309	0	529	1.16	20.99	0	18
12A	105.31	9.34	237	58	6	12	3	1	0	0	7	0	324	3.08	34.69	0	11
20	5,739.03	429.99	10,175	892	414	1,220	72	175	15	13	1,657	175	14,808	2.58	34.44	14	550
27x	562.24	61.91	1,451	83	5	45	5	0	0	1	53	0	1,643	2.92	26.54	1	93
31	2,254.96	139.29	54	27	174	576	36	26	19	4	793	1	1,710	0.76	12.28	22	127
32	750.58	49.01	3	1	32	216	3	7	1	1	274	0	538	0.72	10.98	3	23
33	523.53	24.51	1	0	2	118	3	1	0	0	221	0	346	0.66	14.12	0	2
34	293.16	18.54	2	0	0	84	2	0	0	0	153	0	241	0.82	13.00	0	0
35	37,725.08	2,092.71	841	310	2,801	12,442	737	1,212	234	138	22,932	11	41,658	1.10	19.91	89	2236
40	2,386.10	115.09	35	9	24	881	21	39	29	17	630	4	1,689	0.71	14.68	1	108
41	3,037.23	157.26	238	99	165	644	32	34	11	2	612	19	1,856	0.61	11.80	0	282
42	3,276.51	138.85	210	33	142	524	13	49	3	2	421	13	1,410	0.43	10.15	0	199
53	1,169.28	117.24	12	8	34	166	16	43	4	9	409	0	701	0.60	5.98	36	14
54	1,770.86	122.75	8	6	128	256	8	49	5	6	535	0	1,001	0.57	8.15	14	33
55	2,832.06	225.75	62	16	1,976	783	75	120	15	31	2,120	0	5,198	1.84	23.03	93	115
56	2,211.09	113.76	32	5	521	343	19	23	14	9	614	0	1,580	0.71	13.89	43	50
66	6,334.90	687.11	868	352	924	4,857	365	590	104	61	7,938	7	16,066	2.54	23.38	219	575
68	4,861.22	513.11	865	243	663	2,610	197	406	79	42	5,071	6	10,182	2.09	19.84	123	262
68N	1,784.95	147.66	361	48	180	788	31	77	1	3	887	1	2,377	1.33	16.10	15	180
69	3,481.06	410.28	850	288	657	2,574	238	325	56	20	4,300	17	9,325	2.68	22.73	128	384
69A	14,114.12	883.04	849	368	1,165	8,771	929	1,220	118	142	10,025	14	23,601	1.67	26.73	284	1036
69N	1,742.90	159.24	205	42	515	706	32	67	0	0	1,030	1	2,598	1.49	16.31	19	188
69W	13,758.74	944.45	1,068	430	6,559	9,137	744	966	127	75	10,581	12	29,699	2.16	31.45	231	1143
70	3,022.01	269.49	218	93	4,318	1,681	143	202	24	22	2,480	16	9,197	3.04	34.13	53	359
71	47,752.43	3,254.39	2,003	963	18,050	29,084	2,663	3,268	311	239	30,040	68	86,689	1.82	26.64	511	3959
72	5,523.08	347.91	13	23	356	2,107	108	394	42	34	1,497	0	4,574	0.83	13.15	31	114
74	3,377.83	260.06	8	25	182	1,797	110	251	10	16	1,047	0	3,446	1.02	13.25	6	12
75	6,378.84	435.61	51	19	498	4,524	210	733	71	43	2,587	0	8,736	1.37	20.05	82	181
76	1,681.98	98.66	7	5	30	323	20	72	9	13	280	0	759	0.45	7.69	5	26
79	1,647.72	155.40	17	9	211	779	64	172	19	37	670	0	1,978	1.20	12.73	99	19
88																	
91x	5,832.00	314.94	142	165	1,601	1,373	312	113	56	16	1,687	18	5,483	0.94	17.41	31	301
UC Supp.	754.08	57.89	2,649	136	2	27	0	2	0	0	19	1	2,836	3.76	48.99	0	61
Night Owl	486.25	41.64	2,059	8	1	70	0	1	0	0	21	0	2,160	4.44	51.87	0	52
Fall Frolic	539.24	70.09	4,145	19	1	32	0	1	3	0	15	0	4,216	7.82	60.15	3	5
TOTAL	218,881.32	15,999.53	130,437	13,030	44,292	96,572	7,760	11,556	1,479	1,104	123,352	584	430,166	1.97	26.89	2,282	17,534
ROUTE			VTA/SC Day Pass	CalTrain	ECO Pass	Full Fare	Tickets	S/D Riders	17 Day Pass	Passes/Free Rides			RIDERSHIP	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike
17	47,697.95	1,655.78	99	78	207	9,659	1,694	1,759	148	12,528			26,172	0.55	15.81	207	1836

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17-18-19-20-21-22-23-24-25-26-27-28-29-30-31

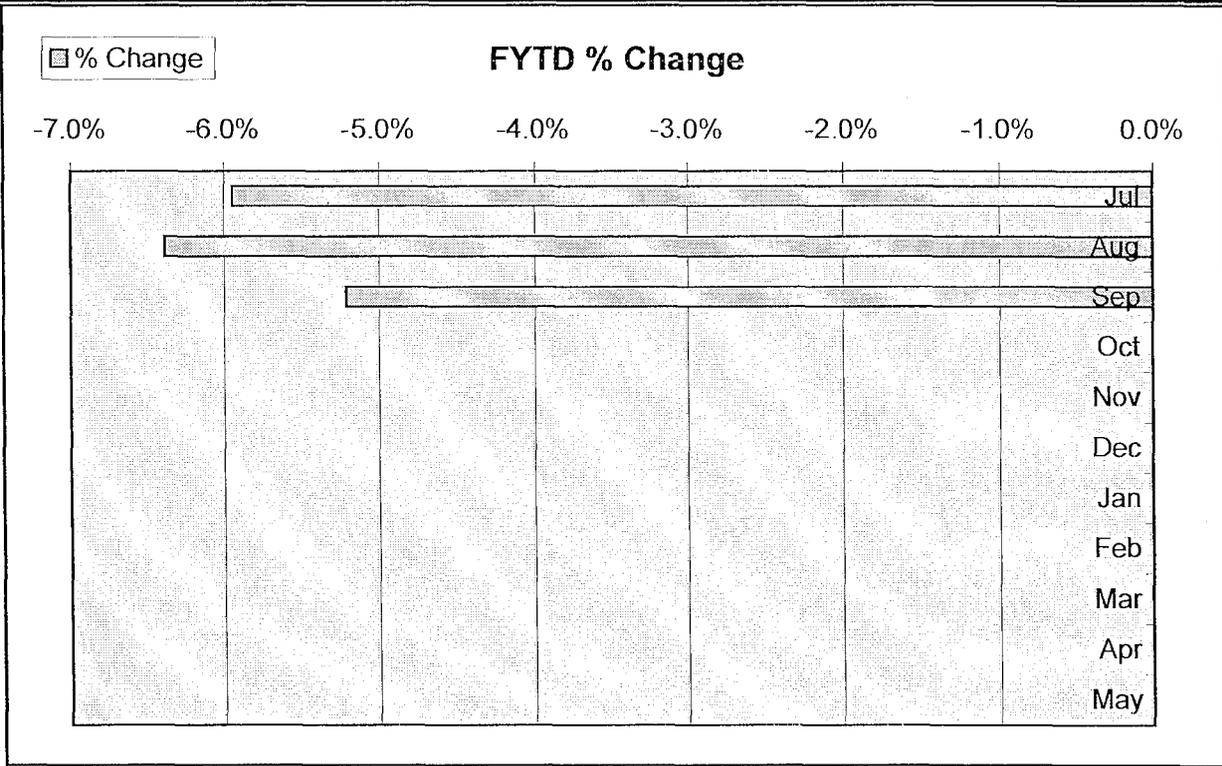
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September Ridership 456,338



**FYTD % Change in Ridership  
Through September 2009**

	FY10 YTD Ridership	FY09 YTD Ridership	% Change
Jul	335,537	356,739	-5.9%
Aug	650,763	695,099	-6.4%
Sep	1,107,101	1,167,955	-5.2%
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apr			
May			
Jun			



Route by Route Ridership

September 2009						
	Route	Destination	FY10 Riders	FY09 Riders	+/- from last year	%
1	9	Prospect Heights	529	402	127	31.6%
2	42	Davenport/Bonny Doon	1,410	1,140	270	23.7%
3	Sup	Route 20 Supplemental	2,836	2,324	512	22.0%
4	N/O	Night Owl	2,160	1,894	266	14.0%
5	55	Capitola/Rio Del Mar	5,198	4,699	499	10.6%
6	69N	Santa Cruz/Capitola Cabrillo Night	2,598	2,473	125	5.1%
7	15	University via Laurel West	20,319	19,779	540	2.7%
8	56	Capitola/La Selva	1,580	1,554	26	1.7%
9	20	University via Westside	14,808	14,639	169	1.2%
10	69A	Santa Cruz/Capitola/ Watsonville	23,601	23,448	153	0.7%
11	71	Watsonville/Santa Cruz	86,689	87,789	-1,100	-1.3%
12	68	Live Oak via Broadway/Portola	10,182	10,363	-181	-1.7%
13	68N	Beach/Broadway/Portola Night	2,377	2,432	-55	-2.3%
14	91	Santa Cruz-Watsonville Express	5,483	5,644	-161	-2.9%
15	16	University via Laurel East	59,725	61,605	-1,880	-3.1%
16	69W	Santa Cruz/Capitola/Cabrillo Watsonville	29,699	30,728	-1,029	-3.3%
17	19	University via Lower Bay	21,590	22,370	-780	-3.5%
18	69	Santa Cruz/Capitola	9,325	9,725	-400	-4.1%
19	54	Capitola/Aptos/La Selva	1,001	1,047	-46	-4.4%
20	13	University via Walnut	4,888	5,114	-226	-4.4%
21	66	Live Oak via 17th Avenue	16,066	16,997	-931	-5.5%
22	35	San Lorenzo Valley	41,658	44,180	-2,522	-5.7%
23	3	Natural Bridges	3,426	3,637	-211	-5.8%
24	17	Santa Cruz/San Jose	26,172	27,823	-1,651	-5.9%
25	27x	University Express	1,643	1,754	-111	-6.3%
26	70	Santa Cruz/Cabrillo	9,197	9,874	-677	-6.9%
27	75	Green Valley	8,736	9,575	-839	-8.8%
28	10	University via High St.	19,661	21,697	-2,036	-9.4%
29	74	Ohlone Parkway/Rolling Hills	3,446	3,826	-380	-9.9%
30	53	Capitola/Dominican	701	785	-84	-10.7%
31	76	Corralitos/Buena Vista	759	857	-98	-11.4%
32	40	Davenport	1,689	1,931	-242	-12.5%
33	72	Corralitos	4,574	5,278	-704	-13.3%
34	34	South Felton	241	281	-40	-14.2%
35	41	Bonny Doon	1,856	2,177	-321	-14.7%
36	4	Harvey West/Emeline	4,571	5,468	-897	-16.4%
37	12	University/Eastside Direct	324	388	-64	-16.5%
38	7	Beach St	1,048	1,269	-221	-17.4%
39	79	East Lake	1,978	2,401	-423	-17.6%
40	32	Santa Cruz/Scotts Valley	538	656	-118	-18.0%
41	31	Santa Cruz/Scotts Valley	1,710	2,307	-597	-25.9%
42	33	Lompico	346	526	-180	-34.2%
43	88	Armory	0	0	0	N/A
<b>TOTALS</b>			<b>456,338</b>	<b>472,856</b>	<b>-16,518</b>	<b>-3.5%</b>

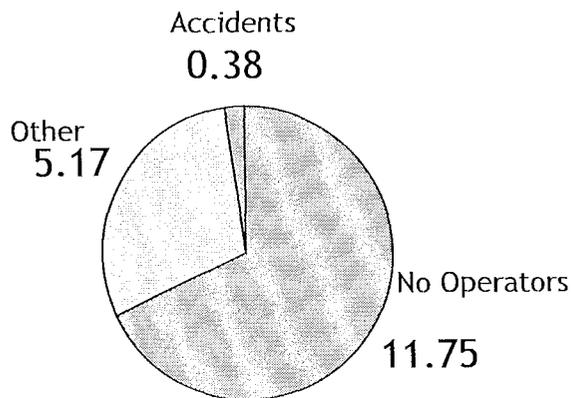
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Dropped Service for FY10

Attachment E

	FY07		FY08		FY09		FY10	
	Dropped Hours	Dropped Miles						
July	5.02	96.88	5.53	90.97	81.53	1482.81	10.35	208.64
August	15.02	276.46	4.93	110.45	1.13	23.95	32.77	894.57
September	11.30	160.72	9.00	191.05	11.50	194.51	17.30	240.17
October	37.52	540.19	9.52	122.24	29.75	555.98		
November	37.55	477.48	3.32	45.89	11.60	59.92		
December	6.08	143.84	18.97	241.87	1.58	26.64		
January	12.24	188.23	49.20	453.86	0.97	10.95		
February	13.07	188.23	53.53	717.31	25.18	488.75		
March	7.13	133.30	22.50	315.63	18.73	452.08		
April	4.85	43.67	40.75	586.55	19.57	310.04		
May	16.00	241.42	16.40	246.82	19.33	284.60		
June	62.19	802.29	52.05	882.35	5.85	73.64		
<b>TOTAL</b>	<b>227.96</b>	<b>3,292.71</b>	<b>285.70</b>	<b>4,004.99</b>	<b>226.74</b>	<b>3,963.85</b>	<b>60.42</b>	<b>1,343.38</b>

Dropped Service Breakdown for September 2009



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BUS OPERATOR LIFT TEST \*PULL-OUT\*

	A	B	C	D	E	F	
VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/LOW FLOOR - 35'	18	2	16	11	5	11	100%
FLYER/LOW FLOOR - 40'	12	2	10	7	3	7	100%
FLYER/HIGHWAY 17 - 40'	7	1	6	0	6	0	100%
ORION/HIGHWAY 17 - 40'	11	4	7	6	1	6	100%
CNG/HIGHWAY 17 - 40'	5	1	4	3	1	3	100%
CNG NEW FLYER - 40'	18	4	14	13	1	13	100%
DIESEL CONVERSION - 35'	15	5	10	10	0	10	100%
DIESEL CONVERSION - 40'	14	3	11	9	2	9	100%
GILLIG/SAM TRANS - 40'	10	1	9	3	6	3	0%
GOSHEN	1	0	1	1	0	1	100%
TROLLEY	1	0	1	0	1	0	100%

5-7.11

Attachment

11



# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager



**SUBJECT: HIGHWAY 17 EXPRESS SERVICE REPORT FOR SEPTEMBER 2009**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- Total ridership for the month of September 2009 was 26,172. Which is an decrease of 1,655 riders or -5.94% from September 2008.
- FY10 average ridership per weekday was 921. This is a 9.0% decrease from FY09
- FY10 riders per revenue hour was 15.74 riders per hour, which is a 13.3% decrease from FY09.
- September 2009 Highway 17 Express operating costs was \$145,713.48 with September 2009 fare revenue at \$91,730.57 resulting in a 71.5% fare box recovery ratio.

## III. DISCUSSION

In the twenty-one (21) weekdays, eight (8) weekend days, and one (1) holiday of September 2009, the Highway 17 Express total ridership was 26,172 riders. This was a loss from the previous year, decreasing by 1,655 riders or simply -5.94%.

FY10 average weekday ridership on the Highway 17 Express was 921 riders per weekday, a decrease from 1,012 riders per weekday in FY09. These decreases in ridership are most likely due to much lower gasoline prices in September 2009 than in September 2008 as well as an increase in unemployment in both Santa Clara and Santa Cruz counties.

The operating costs of the Highway 17 Express for September 2009 was \$145,713.48. Well over half (71.5%) of the operating costs were recovered in fare revenue totaling \$91,730.57 in September 2009. Please see attachments regarding these figures.

## IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes are reflected in the FY10 Revenue.

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**V. ATTACHMENTS**

- Attachment A: Highway 17 Express Operating Statistics Summary Fiscal Year 2010**  
**Attachment B: Highway 17 Express Revenue & Expenditure Summary**  
**Attachment C: Highway 17 Express Operating Statistics Summary Fiscal Year 2009**

Prepared by: Erich Friedrich, Provisional Transit Planner; November 3, 2009.

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# HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

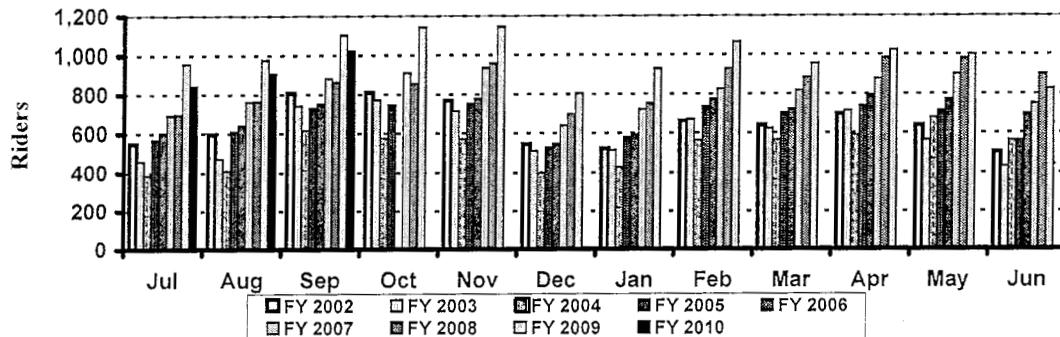
FISCAL YEAR 2010

MONTHLY	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
Total Ridership	23,566	24,127	26,172									
Avg. Weekday Ridership	842	908	1,020									
Avg. Saturday Ridership	533	510	522									
Avg. Sunday Ridership	519	502	535									
Total Service Days	31	31	30									
Number of Weekdays	23	21	21									
Number of Saturdays	4	5	4									
Numbers of Sundays	4	5	5									
Revenue Hours	1,618	1,552	1,523									

QUARTERLY	Q1			Q2			Q3			Q4		
Total Ridership	73,865											
Avg. Weekday Ridership	921											
Avg. Saturday Ridership	521											
Avg. Sunday Ridership	519											
Revenue Hours	4,694											

FYTD	Jul-2009	Aug-2009	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010
Total Ridership	23,566	47,693	73,865									
Avg. Weekday Ridership	842	873	921									
Avg. Saturday Ridership	533	520	521									
Avg. Sunday Ridership	519	510	519									
Revenue Hours	1,618	3,170	4,694									

HIGHWAY 17 EXPRESS  
Average Weekday Ridership History



FYTD COMPARISON  
2010 vs. 2009

	FY 2010	FY 2009	Percent Change
# of Weekdays	65	64	1.6%
Total Ridership	73,865	79,919	-7.6%
Avg. Wkday Ridership	921	1,012	-9.0%
Avg Sat Ridership	521	553	-5.8%
Avg Sun Ridership	519	532	-2.5%
Revenue Hours	4,694	4,403	6.6%
Riders Per Rev. Hour	15.74	18.15	-13.3%

5-8.a1

Attachment

A

**HIGHWAY 17 EXPRESS  
REVENUE & EXPENDITURE SUMMARY  
FISCAL YEAR 2010**

PERIOD	TOTAL COST *	REVENUE								RATIOS				VTA COST SUMMARY			JPA COST SUMMARY		
		PASSENGER FARE REVENUE					ADDITIONAL FUNDS			TOTAL REVENUE	Ridership	Average Fare per Rider	Total Cost per Rider	Cost Recovery	Billed to VTA	VTA Fare Revenue	VTA Net Cost	TOTAL JPA Cost	JPA Cost per Rider
		FAREBOX	SCMTD Pass Sales	VTA Pass Sales	VTA EcoPass	Total Fare Revenue	SJSU** Funded	AMTRAK Funded											
Jul '09	\$155,343.40	\$54,382.81	\$14,362.50	\$9,810.00	\$1,120.00	\$79,675.11		\$10,361.00	\$90,036.11	23,566	\$3.38	\$6.59	58.0%	\$43,583.65	\$10,930.00	\$32,653.65	\$65,307.29	\$2.77	
Aug '09	\$148,122.32	\$57,058.06	\$15,222.50	\$9,360.00	\$940.00	\$82,580.56	\$279.28	\$10,361.00	\$93,220.84	24,127	\$3.42	\$6.14	62.9%	\$37,750.74	\$10,300.00	\$27,450.74	\$54,901.48	\$2.28	
Sep '09	\$145,713.48	\$56,350.07	\$17,092.50	\$17,460.00	\$828.00	\$91,730.57	\$2,117.96	\$10,348.15	\$104,196.68	26,172	\$3.50	\$5.57	71.5%	\$39,046.40	\$18,288.00	\$20,758.40	\$41,516.80	\$1.59	
<b>FYTD 2010</b>	\$449,179.20	\$167,790.74	\$46,677.50	\$36,630.00	\$2,888.00	\$253,986.24	\$2,397.24	\$31,070.15	\$287,453.63	73,865	\$3.44	\$6.08	64.0%	\$120,380.79	\$39,518.00	\$80,862.79	\$161,725.57	\$2.19	
<b>FYTD 2009</b>	\$445,202.01	\$156,339.67	\$50,514.50	\$46,800.00	\$3,588.00	\$257,242.17	\$2,393.48	\$30,086.96	\$289,732.61	79,919	\$3.22	\$5.57	65.1%	\$128,122.71	\$50,388.00	\$77,734.71	\$155,469.40	\$1.95	
<b>Percent Change</b>	0.9%	7.3%	-7.6%	-21.7%	-19.5%	-1.3%	0.2%	3.2%	-0.8%	-7.6%	6.8%	9.2%	-1.7%	-6.0%	-21.6%	4.0%	4.0%	12.5%	

FYTD 2009 Percent of Passenger Fare Revenues	66.1%	18.4%	14.4%	1.1%
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Abbreviations: SCMTD = Santa Cruz Metropolitan Transit District  
SJSU = San Jose State University

\* SCMTD Invoice

\*\* Expenses for SJSU blocks less farebox for SJSU blocks

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Approved  
B

# HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY

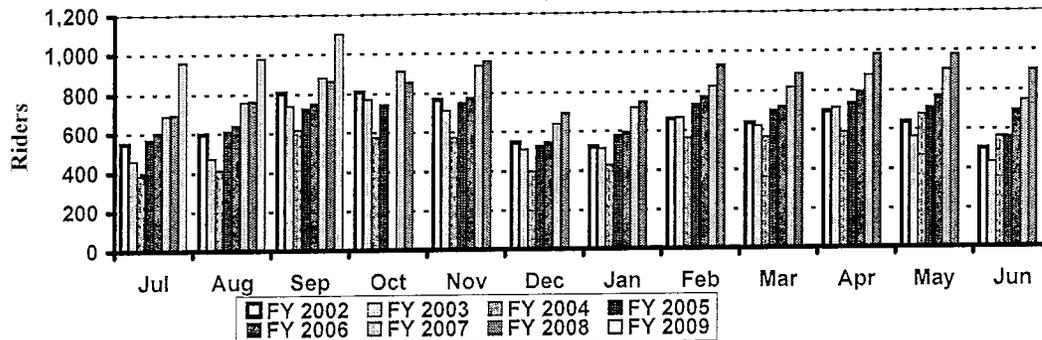
FISCAL YEAR 2009

MONTHLY	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	26,183	27,827									
Avg. Weekday Ridership	959	977	1,101									
Avg. Saturday Ridership	540	566	550									
Avg. Sunday Ridership	531	565	500									
Total Service Days	31	31	30									
Number of Weekdays	22	21	21									
Number of Saturdays	4	5	4									
Numbers of Sundays	5	5	5									
Revenue Hours	1,483	1,449	1,468									

QUARTERLY	Q1			Q2			Q3			Q4		
Total Ridership	79,919											
Avg. Weekday Ridership	1,012											
Avg. Saturday Ridership	553											
Avg. Sunday Ridership	532											
Revenue Hours	4,400											

FYTD	Jul-2008	Aug-2008	Sep-2008	Oct-2008	Nov-2008	Dec-2008	Jan-2009	Feb-2009	Mar-2009	Apr-2009	May-2009	Jun-2009
Total Ridership	25,909	52,092	79,919									
Avg. Weekday Ridership	959	968	1,012									
Avg. Saturday Ridership	540	554	553									
Avg. Sunday Ridership	531	548	532									
Revenue Hours	1,483	2,932	4,400									

**HIGHWAY 17 EXPRESS**  
Average Weekday Ridership History



**FYTD COMPARISON**  
2009 vs. 2008

	FY 2009	FY 2008	Percent Change
# of Weekdays	64	63	1.6%
Total Ridership	79,919	59,913	33.4%
Avg. Wkday Ridership	1,012	772	31.1%
Avg Sat Ridership	553	394	40.3%
Avg Sun Ridership	532	385	38.1%
Revenue Hours	4,400	4,281	2.8%
Riders Per Rev. Hour	18.16	14.00	29.8%

5-8.01

ATTACHMENT 2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manager & Acting Assistant General Manager



**SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ  
MONTHLY SERVICE REPORT FOR THE MONTH OF SEPTEMBER  
2009**

## I. RECOMMENDED ACTION

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

## II. SUMMARY OF ISSUES

- There were ten (10) school-term days in September 2009 and nine (9) September 2008.
  - Revenue received from UCSC was \$174,970.72 versus \$178,369.12; a decrease of 1.9%
  - System-wide UCSC ridership decreased by 3.3% FYTD.
    - Total student ridership decreased by 0.3% FYTD.
    - Total Faculty/Staff ridership decreased by 17.8% FYTD.
  - Average Student ridership per weekday decreased by 1.2%
  - Average Faculty/Staff ridership per weekday decreased by 17.3%

## III. DISCUSSION

For the month of September 2009, there were ten (10) school-term days. School term service began on September 17, 2009.

UCSC Revenue in September 2009 decreased a total of \$3,398.40 or 1.9% under September 2008. This decrease was most likely caused by scaled back Night Owl service during the weekdays, and slight decreases in ridership. UCSC ridership for all METRO service in September 2009 was negative compared to September 2008, with an decrease of 3.3% FYTD. Monthly comparisons included a 1.2% decrease in Average Student ridership per weekday day and a 17.3% decrease in Average Faculty/ Staff ridership per weekday in September 2009 from September 2008. These decreases in ridership are likely due to stagnate or lower student attendance at UCSC, but further investigation is need to determine all the factors leading to these low ridership figures.

Please see attached graphs that will depict average UCSC Student and Faculty/Staff ridership decreasing by 1.2% and 17.3% respectively.

5-9.1

**IV. FINANCIAL CONSIDERATIONS.**

Total revenue received as of September 2009 is negative \$21,938.31 or 6.98% FYTD under September 2008 actuals.

**V. ATTACHMENTS**

- Attachment A: Total UCSC Monthly Revenue**
- Attachment B: Total UCSC Ridership**
- Attachment C: Monthly UCSC Ridership**
- Attachment D: Total UCSC Student Ridership**
- Attachment E: Total UCSC Faculty/Staff Ridership**

Prepared by: Erich Friedrich, Provisional Transit Planner; November 3, 2009.

5-9.2

**Total UCSC Monthly Revenue**

<b>FY 09 UCSC Revenue</b>									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-08	\$ 40,787.95	\$ 14,367.08	-	\$ 9,719.80	-	\$ 64,874.83	\$ 48,944.00	32.5%	\$ 15,930.83
Aug-08	\$ 43,773.78	\$ 16,273.16	-	\$ 10,973.81	-	\$ 71,020.75	\$ 55,280.33	28.5%	\$ 15,740.42
Sep-08	\$ 151,871.29	\$ 18,162.59	\$ 3,763.96	\$ 2,563.82	\$ 2,007.46	\$ 178,369.12	\$ 126,441.28	41.1%	\$ 51,927.84
Oct-08	\$ 408,791.24	\$ 21,030.79	\$ 13,538.41	\$ 1,999.52	\$ 5,435.42	\$ 450,795.38	\$ 373,239.85	20.8%	\$ 77,555.53
Nov-08	\$ 274,825.68	\$ 15,381.16	\$ 10,512.74	\$ 5,500.47	\$ 3,989.36	\$ 310,209.41	\$ 278,625.33	11.3%	\$ 31,584.08
Dec-08	\$ 129,527.31	\$ 11,581.57	\$ 4,892.43	\$ 3,560.21	\$ 2,118.85	\$ 151,680.37	\$ 144,450.71	5.0%	\$ 7,229.66
Jan-09	\$ 324,761.80	\$ 15,605.62	\$ 11,679.83	\$ 297.04	\$ 3,803.13	\$ 356,147.42	\$ 291,196.34	22.3%	\$ 64,951.08
Feb-09	\$ 313,712.45	\$ 16,053.38	\$ 12,788.37	\$ 893.73	\$ 4,582.22	\$ 348,030.15	\$ 316,841.16	9.8%	\$ 31,188.99
Mar-09	\$ 256,439.79	\$ 16,335.68	\$ 7,795.60	\$ 1,419.89	\$ 4,529.94	\$ 286,520.90	\$ 248,308.68	15.4%	\$ 38,212.22
Apr-09	\$ 337,553.59	\$ 16,412.05	\$ 13,858.64	\$ 657.89	\$ 6,013.28	\$ 374,495.45	\$ 344,270.47	8.8%	\$ 30,224.98
May-09	\$ 300,396.54	\$ 15,066.45	\$ 12,869.92	\$ 1,647.19	\$ 6,425.82	\$ 336,405.92	\$ 323,061.52	4.1%	\$ 13,344.40
Jun-09	\$ 136,348.98	\$ 14,611.75	\$ 4,245.33	\$ 1,648.20	\$ 3,218.69	\$ 160,072.95	\$ 155,257.04	3.1%	\$ 4,815.91
<b>FY 2009</b>	<b>\$ 2,718,790.40</b>	<b>\$ 190,881.28</b>	<b>\$ 95,945.23</b>	<b>\$ 40,881.57</b>	<b>\$ 42,124.17</b>	<b>\$ 3,088,622.65</b>	<b>\$ 2,705,916.71</b>	<b>14.1%</b>	<b>\$ 382,705.94</b>
<b>FY 10 UCSC Revenue</b>									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-09	\$48,734.00	\$13,306.66				\$62,040.66	\$ 64,874.83	-4.4%	-\$2,834.17
Aug-09	\$41,885.71	\$13,429.30				\$55,315.01	\$ 71,020.75	-22.1%	-\$15,705.74
Sep-09	\$153,393.69	\$15,756.32	\$2,760.13	\$652.54	\$2,408.04	\$174,970.72	\$ 178,369.12	-1.9%	-\$3,398.40
Oct-09									
Nov-09									
Dec-09									
Jan-10									
Feb-10									
Mar-10									
Apr-10									
May-10									
Jun-10									
<b>FY 2010 Total</b>	<b>\$244,013.40</b>	<b>\$42,492.28</b>	<b>\$2,760.13</b>	<b>\$652.54</b>	<b>\$2,408.04</b>	<b>\$292,326.39</b>	<b>\$314,264.70</b>	<b>-6.98%</b>	<b>-\$21,938.31</b>

5-9: a1

Attachment A



Monthly UCSC Ridership

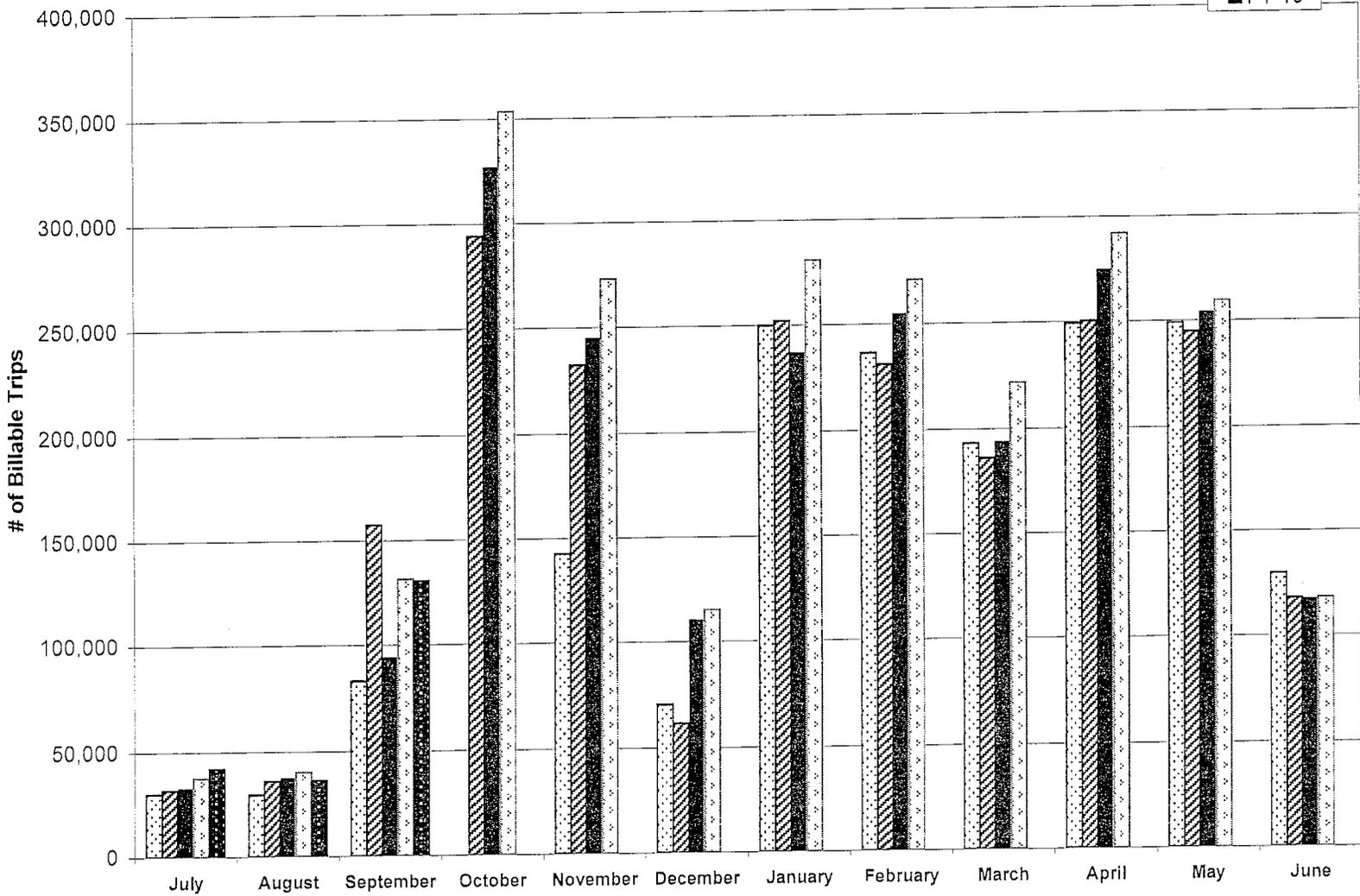
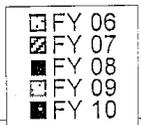
September 2009	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per Week Day			Average Faculty/Staff Ridership Per Weekday		
	FY 10	FY 09	%	FY 10	FY 09	%	FY 10	FY 09	%	FY 10	FY 09	%
Regular Service	124,278	125,724	-1.2%	12,803	15,490	-17.3%	5,918.0	5,986.9	-1.2%	609.7	737.6	-17.3%
Supplemental	2,649	2,124	24.7%	136	124	9.7%	294.3	101.1	191.0%	6.2	5.9	4.7%
Night Owl	2,059	1,812	13.6%	8	5	60.0%	228.8	201.3	13.6%	0.4	0.2	60.0%
27x	1,451	1,603	-9.5%	83	79	5.1%	161.2	178.1	-9.5%	3.8	3.6	5.1%
<b>TOTAL</b>	<b>130,437</b>	<b>131,263</b>	<b>-0.6%</b>	<b>13,030</b>	<b>15,698</b>	<b>-17.0%</b>	<b>6,602.3</b>	<b>6,467.4</b>	<b>2.1%</b>	<b>620.0</b>	<b>747.3</b>	<b>-17.0%</b>

5-9.01

Attachment 2

5-9.d1

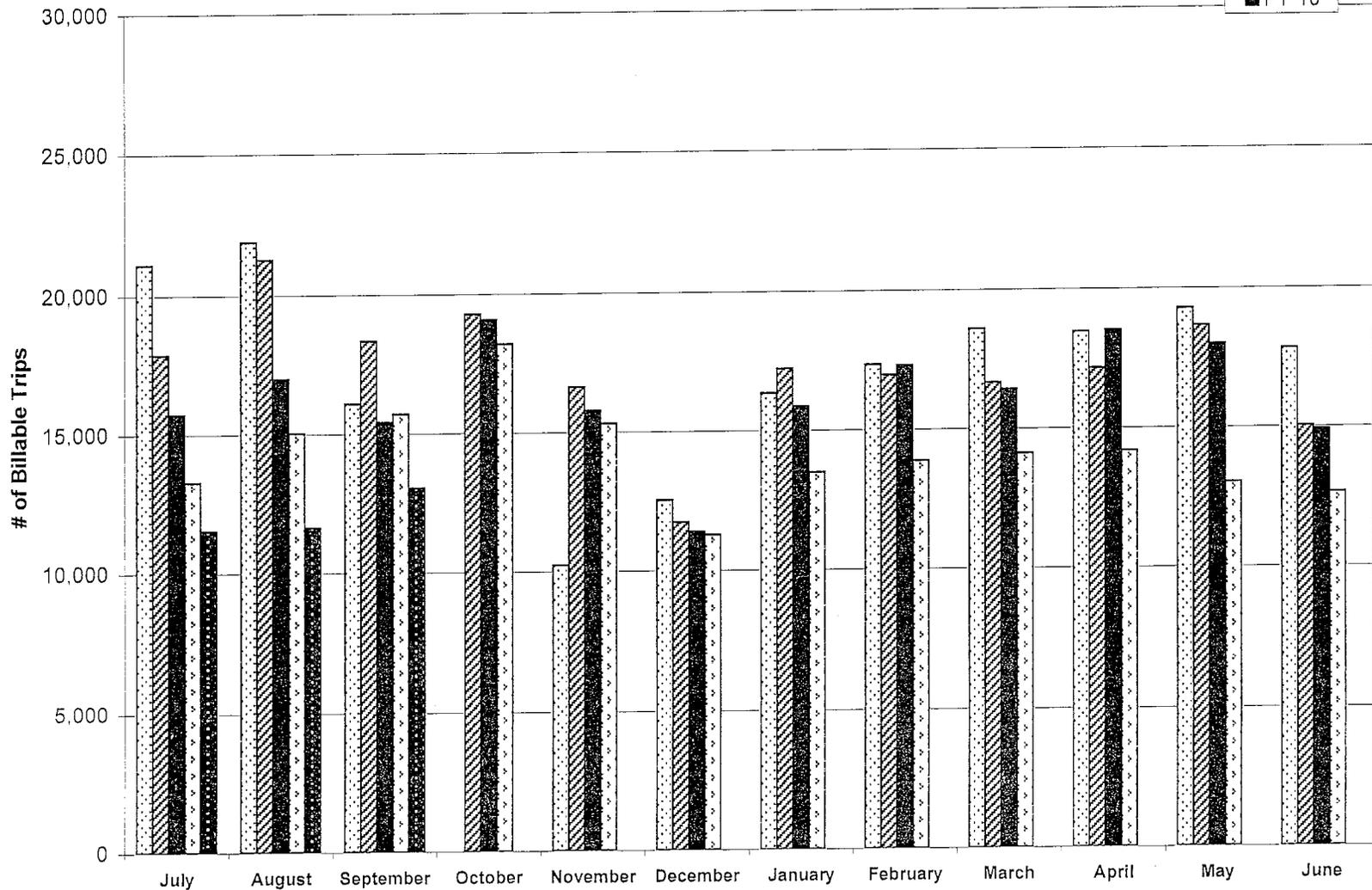
### Total UCSC Student Ridership as of 9/30/2009



Attachment D

Total UCSC Faculty/Staff Ridership  
as of 9/30/2009

FY 06  
FY 07  
FY 08  
FY 09  
FY 10



5-9.21

Attachment  
E

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**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

- Maintenance Building
  - West Bay is continuing with site work on 2<sup>nd</sup> half of site.
    - Chassis wash pit
    - Trash enclosure
    - Structural Steel / Roof Decking
    - Tilt-up panel Closure Strip
    - Sidewalk
- Operations Building
  - RNL has repackaged the Operations Building.
  - Invitation For Bids(IFB) is pending State release of Proposition 1B Bond Funds.
- Vernon Administration Building
  - METRO scheduled to move into new Administration Building early part of December 2009.
  - Current interior work consists of restrooms, lobby area, floors, walls, elevator, and exterior site work.
  - DMC is continuing site work for new area for the building lobby and elevator.
  - Temporary parking located at 1211 & 1217 River Street is complete.

## III. DISCUSSION

West Bay Builders is continuing to work on second phase of the Maintenance Building. West Bay is continuing site work for the chassis wash pit, trash enclosure, structural steel, roof decking, tilt-up panel closure strips, and sidewalk. Concrete parking area and driveway were poured and cured. METRO will start using new driveway in order to complete fencing from the first half of the building. Construction meetings are held weekly to maintain current project schedule.

5-10.1

In regards to the Operations Building, RNL Design has completed the re-package of the Operations Building. The plans have been reviewed by the City of Santa Cruz, and plan checked by Bureau Veritas. Invitation for Bids is pending State release of Proposition 1B Bond Funds.

DMC Construction is continuing interior and exterior site work. DMC is finalizing interior building items for inspection. Current interior work consists of restrooms, lobby area, floors, walls, and elevator. DMC completed the exterior work for entry way, access ramps, and generator concrete pad. Weekly construction meetings held to maintain current schedule. To assist in parking at 110 Vernon Street, on September 25, 2009, the Board of Directors approved work for a Parking Lot at 1211 & 1217 River Street. The work is complete.

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:

- West Bay continuing work.
- DMC interior and exterior work finalizing.
- 1211 & 1217 River Street Parking Lot complete.

Previous information regarding the MetroBase Project:

- A. Maintenance Building (IFB 06-01)
  - West Bay working on 2<sup>nd</sup> half site work, and punch-list items for 1<sup>st</sup> half.
  - IFB 06-01 Maintenance Building awarded to West Bay Builders.
  - Weekly Construction Meetings.
- B. Operations Building
  - RNL Design Operations Building re-package complete.
  - Invitation For Bids is pending State release of Proposition 1B Bond Funds.
- C. Vernon Administration Building (IFB 09-10)
  - Wald, Ruhnke & Dost Architects completed bid set.
  - Invitation For Bids 09-10 due March 24, 2009.
  - On April 24, 2009, the Board of Directors approved a contract with DMC Construction, Inc. for the construction remodel of the building located at 110 Vernon Street, Santa Cruz for an amount not to exceed \$1,833,141.
  - Notice-to-Proceed for Vernon project is May 6, 2009.
  - Weekly Construction Meetings.

5-10.2

**IV. FINANCIAL CONSIDERATIONS**

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

**V. ATTACHMENTS**

**Attachment A: None**

5-10.3

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

October 23, 2009

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, October 23, 2009 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, California.

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

## SECTION 1: OPEN SESSION

### 1. ROLL CALL:

#### DIRECTORS PRESENT

Dene Bustichi  
Ron Graves  
Donald Hagen  
Michelle Hinkle  
Ellen Pirie  
Lynn Robinson  
Mike Rotkin  
Pat Spence  
Mark Stone  
Ex-Officio Donna Blitzer

#### DIRECTORS ABSENT

Emilio Martinez  
Marcela Tavantzis

#### STAFF PRESENT

Ciro Aguirre, Operations Manager  
Angela Aitken, Finance Manager / Acting AGM  
Frank Cheng, MB Project Manager  
Bob Cotter, Maintenance Manager  
Mary Ferrick, Fixed Route Superintendent  
Margaret Gallagher, District Counsel

Harlan Glatt, (Sr. Database Administrator)  
Debbie Kinslow, Asst Finance Manager  
Robyn Slater, Human Resources Manager  
April Warnock, Paratransit Superintendent  
Les White, General Manager

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

Carolyn Hamm, SEA  
Anita E. Ibarra  
Sergio Lona-Gonzalez, Bus Operator  
Manny Martinez, PSA  
Mark Martinez, Bus Operator  
Joyce Mattos and family

Eduardo Montesino, Bus Operator  
Bonnie Morr, UTU  
Will Regan, VMU  
Amy Weiss, Spanish Interpreter  
Bob Yount, MAC

5-11.1

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

Written:

None.

Oral:

None.

**3. LABOR ORGANIZATION COMMUNICATIONS**

Bonnie Morr of UTU Local 23 spoke about the passing of Mardi Wormhoudt and the new employee ID/proximity/timekeeping cards. Ms. Morr presented the Board with a petition from bus operators requesting separate id/proximity cards and timekeeping cards, which is attached to the file copy of these minutes.

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

Revised Attachments 14A and 14B were distributed and are attached to the file copy of these minutes.

**CONSENT AGENDA**

- 5-1. APPROVE PRELIMINARILY APPROVED CLAIMS FOR THE MONTHS OF JULY AND AUGUST 2009
- 5-2. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORTS FOR JULY AND AUGUST 2009
- 5-3. CONSIDERATION OF TORT CLAIMS:  
DENY THE CLAIM OF COREY RAY HILLIARD, CLAIM #09-0020
- 5-4. ACCEPT AND FILE MAC AGENDA FOR OCTOBER 21, 2009 AND MINUTES OF AUGUST 19, 2009
- 5-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTHS OF JULY AND AUGUST 2009
- 5-6. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR AUGUST 2009
- 5-7. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR THE MONTH OF AUGUST 2009
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR AUGUST 2009
- 5-9. ACCEPT AND FILE METROBASE PROJECT STATUS REPORT
- 5-10. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 14 & 28 AND SEPTEMBER 11 & 25, 2009
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE SEPTEMBER 2009 MEETING(S)
- 5-12. CONSIDERATION OF APPROVAL OF CONTINUED EMPLOYMENT OF TEMPORARY HELP THROUGH EXPRESS EMPLOYMENT PROS FOR A TEMPORARY CUSTODIAL SERVICES WORKER FOR AN AMOUNT NOT TO EXCEED \$36,000

5-11.2

- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH MANAGED HEALTH NETWORK, INC. FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES TO EXTEND THE TERM OF THE CONTRACT FOR ONE (1) ADDITIONAL YEAR
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE EXTENSION BETWEEN THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT AND EDWARD AND BARBARA HINSHAW FOR THE PROPERTY LOCATED AT 370 ENCINAL STREET, SUITE 100
- 5-15. NOTICE OF ACTION TAKEN IN CLOSED SESSION REGARDING SETTLEMENT IN MARTIN GILBERT VS. A TOOL SHED, ET AL.; CASE NO. SCV 159686
- 5-16. ACCEPT AND FILE REPORT ON ROUTE SCHEDULE ADHERENCE
- 5-17. CONSIDERATION OF REQUEST FOR TRANSIT SERVICE FROM WATSONVILLE TO GILROY
- 5-18. ACCEPT & FILE REPORT ON 2009 APTA ANNUAL CONFERENCE
- 5-19. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO INCREASE THE TOTAL AMOUNT OF THE PURCHASE ORDER WITH SPECIALIZED AUTO & FLEET FOR AUTOMOTIVE REPAIRS AND INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$54,000

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON**

Approve the Consent Agenda.

Motion passed unanimously with Directors Martinez and Tavantzis being absent.

#### REGULAR AGENDA

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

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

##### TEN YEARS

Salvador Calderon, Bus Operator (Continued from September)  
Jenna M. Glasky, Supervisor of Revenue Collections  
Jose Herrera, Bus Operator (Continued from September)  
Chris Kane, Custodial Service Worker I (Continued from September)  
Mark Martinez, Bus Operator (Continued from September)  
Eduardo Montesino, Bus Operator (Continued from September)  
Kimberly Nied, Bus Operator (Continued from September)  
Richard Orozco, Bus Operator (Continued from September)  
James Taylor, Bus Operator (Continued from September)  
Douglas Vest, Bus Operator (Continued from September)  
Elizabeth Woodbridge, Bus Operator (Continued from September)

5-11.3

**TWENTY YEARS**

Sergio Lona-Gonzalez, Bus Operator (Continued from September)  
Diane L. Meyer, Bus Operator

**THIRTY YEARS**

Michael T. Steber, Bus Operator (Continued from September)

Chair Bustichi also acknowledged Bus Operator Mary Miller on her 25th anniversary at METRO.

7. **CONSIDERATION OF A RESOLUTION OF REMEMBRANCE FOR THE SERVICES OF RAYMOND MATTOS AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PIRIE**

**Approve the Resolution of Remembrance for the services of Raymond Mattos as Bus Operator for the Santa Cruz Metropolitan Transit District.**

**Motion passed unanimously with Directors Martinez and Tavantzis being absent.**

8. **CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF MARK BAN AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ACTION: MOTION: DIRECTOR PIRIE SECOND: DIRECTOR ROBINSON**

**Approve the Resolution of Appreciation for the services of Mark Ban as Bus Operator for the Santa Cruz Metropolitan Transit District.**

**Motion passed unanimously with Directors Martinez and Tavantzis being absent.**

9. **CONSIDERATION OF ADOPTION OF RESOLUTION OF APPRECIATION FOR THE SERVICES OF MICHAEL CLAYTON AS BUS OPERATOR FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

**ACTION: MOTION: DIRECTOR PIRIE SECOND: DIRECTOR ROTKIN**

**Approve the Resolution of Appreciation for the services of Michael Clayton as Bus Operator for the Santa Cruz Metropolitan Transit District.**

**Motion passed unanimously with Directors Martinez and Tavantzis being absent.**

5-11.4

**10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH PACIFIC BUS MUSEUM FOR THE DONATION OF TWO ANTIQUE BUSES**

**Summary:**

Les White said that efforts to preserve two antique buses were started several years ago, but that it is no longer financially feasible to perform any more restoration. Mr. White said that the Pacific Bus Museum has the resources to restore and maintain the buses in their original livery, and that METRO would retain access to the buses for special events.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR PIRIE**

**Discussion:**

There was a discussion about the costs associated with restoring the buses. Will Regan said that he was sad to see the buses go, but that it was necessary.

**Authorize the General Manager to execute an agreement with Pacific Bus Museum for the donation of two antique buses.**

**Motion passed unanimously with Directors Martinez and Tavantzis being absent.**

**11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH WALD, RUHNKE & DOST ARCHITECTS, LLP IN THE AMOUNT OF \$20,673.44 TO FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR 110 VERNON STREET, SANTA CRUZ, CA**

**Summary:**

Frank Cheng reported that during the design and construction phase, extra meetings were necessary to analyze and implement unforeseen METRO requirements, and Mr. Cheng said that Staff has reviewed the request from WR&D, and recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract of Wald, Ruhnke & Dost Architects, LLP in the amount of \$20,673.44 for architectural and engineering services for 110 Vernon Street, Santa Cruz, CA and approve of the contract change order procedures as presented in the report.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON**

**Authorize the General Manager to execute an amendment to the contract with Wald, Ruhnke & Dost Architects, LLP in the amount of \$20,673.44 for architectural and engineering services for 110 Vernon Street, Santa Cruz, CA**

**Discussion:**

There was a discussion of the cost of the change orders. Chair Bustichi said that he would like to see a breakdown of the value engineering of what is being approved. Vice Chair Pirie said that

5-11.5

she wished the materials for review were available earlier. Director Robinson said that the change orders seemed reasonable and that it was prudent to approve the recommendation in order to wrap up the project.

**Motion passed unanimously with Directors Martinez and Tavantzis being absent.**

**12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH RNL DESIGN, INC. IN THE AMOUNT OF \$11,226.00 TO PROVIDE GEOTECHNICAL CONSTRUCTION OBSERVATION AND TESTING SERVICES FOR THE MAINTENANCE BUILDING COMPONENT OF THE METROBASE PROJECT**

**Summary:**

Frank Cheng reported that on November 27, 2006, METRO began construction on the Maintenance Building for the MetroBase Project. METRO requested RNL Design, Inc. solicit quotes for inspection services for the anticipated soils foundation construction. Cotton, Shires & Associates performed the soils work for RNL Design team and have provided a preliminary budget estimate for geotechnical construction observation and testing services for METRO. During the construction of the second half of the Maintenance Building, the need for additional work arose. Mr. Cheng recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract of RNL Design, Inc. in the amount of \$11,226.00 to provide geotechnical construction observation and testing services for the Maintenance Building component of the MetroBase Project.

**ACTION: MOTION: DIRECTOR ROBINSON SECOND: DIRECTOR PIRIE**

**Authorize the General Manager to execute an amendment to the contract of RNL Design, Inc. in the amount of \$11,226.00 to provide geotechnical construction observation and testing services for the Maintenance Building component of the MetroBase Project.**

**Motion passed unanimously with Directors Martinez and Tavantzis being absent.**

**13. CONSIDERATION OF APPROVAL OF ADMINISTRATIVE REGULATION REGARDING METRO'S "BICYCLES ON FIXED ROUTE BUSES POLICY"**

**Summary:**

METRO's Bikes on Buses Program was established to help accommodate the growing number of cyclists in Santa Cruz County who rely on public transit for a portion of their commute, or daily travel needs. The SCCRTC's Bicycle Committee discussed the Bicycles on Buses Policy (*Attachment A*) at its April 13<sup>th</sup> and May 18, 2009 meetings. On June 9, 2009, the Bicycle Committee submitted a letter to METRO's Board of Directors recommending the implementation of a 6-month trial program, which expands the current Bikes on Buses program to include additional routes. At this time, METRO Staff does not recommend expanding the current Bikes on Buses Program to all routes.

5-11.6

The Service Employees International Union (SEIU) Local 521 and the United Transportation Union (UTU) Local 23 have reviewed the Bicycles on Buses Policy. UTU suggested that the policy contain language, which states that Bus Operators are not required to assist with the loading and unloading of bicycles. This language has been added to Section 5.04. Management Staff also felt it was necessary to add Sections 5.01(c) and 5.02 (c), which state that the Bus Operators will kneel the buses for cyclists to load/unload their bicycles from the bike rack.

**Discussion:**

There was a discussion about the bicycle policy and the method to be used to inform riders of the policy. Director Graves asked that the references to folding bikes under 5' be removed from the policy; Director Spence asked that the items in paragraph 4.05 be prioritized by importance; Director Robinson asked that Staff work with Bus Operators to devise language for laminated signage to inform ridership about the Bikes on Buses policy; and Director Stone asked that Staff obtain an informational flyer from Ecology Action to educate the public about the Folding Bike program.

**ACTION: MOTION: DIRECTOR ROBINSON SECOND: DIRECTOR PIRIE**

**Approve Administrative Regulation regarding METRO's "Bicycles on Fixed Route Buses Policy;" direct Staff to remove the references to folding bikes under 5 feet from the policy; direct Staff to prioritize items in section 4.05 according to importance; direct Staff to obtain informational flyer from Ecology Action regarding Folding Bike program; and direct Staff to work with Bus Operators to produce laminated signage to inform ridership of Bikes on Buses policy.**

**Motion passed with Directors Graves, Hinkle, Pirie, Robinson, Rotkin, Spence and Stone voting for; Chair Bustichi voting against; Director Hagen abstaining; and Directors Martinez and Tavantzis being absent.**

Chair Bustichi recessed to the annual meeting of the Santa Cruz Civic Improvement Corporation at 10:40 a.m. and reconvened to Open Session at 10:45 a.m.

**14. CONSIDERATION OF SETTING PUBLIC COMMENT PERIOD AND A PUBLIC HEARING FOR REVIEW OF METRO'S PROPOSED TITLE VI PROGRAM REGULATION AND COMPLAINT PROCEDURE**

**Summary:**

As a recipient of Federal Transit Administration (FTA) funds, METRO is required to ensure that its programs, policies, and activities comply with the Department of Transportation (DOT) Title VI regulations. METRO's Title VI Program (*Attachment A*) establishes guidelines to effectively implement, monitor and ensure that METRO is in compliance with all FTA Title VI requirements and regulations under *49 CFR Part 21*.

5-11.7

**Discussion:**

Director Rotkin recommended adding a reference to sexual orientation. Director Hagen said that he would like to see Headways with a more pronounced front page notification and page reference that Spanish information is available inside.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR STONE**

**Direct Staff to set 45 day Public Comment Period beginning November 1, 2009, and Public Hearing for November 20, 2009, for review and consideration of METRO's proposed Title VI Program Regulation and Complaint Procedure; direct Staff to add separate reference to sexual orientation.**

**Motion passed unanimously with Directors Martinez and Tavantzis being absent.**

**15. ACCEPT & FILE REPORT ON STATUS OF HOMELESS SHELTER SHUTTLE**

**Summary:**

Ciro Aguirre reported that the Homeless Shelter had found alternate transportation services and would not need METRO to run route 88 going forward.

**Discussion:**

There was a discussion about the debt that the Homeless Services Center still owes to METRO. Director Rotkin said that it was important to set up a payment plan so that the issue is not just swept under the rug.

**ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR ROBINSON**

**Direct Staff to devise a long-term debt repayment plan with the Homeless Services Center.**

**Motion passed unanimously with Directors Martinez and Tavantzis being absent.**

**16. CONSIDERATION OF APPROVAL OF CLASS SPECIFICATION CHANGES FOR THE TRANSIT PLANNER SERIES**

**Summary:**

In April 2009 the incumbent to the Transit Planner class specification retired. The Finance Manager initiated a reclassification that restructured two existing class specifications and developed additional positions to create a series. METRO met with the union and reached agreement on the new and changed class specifications. A wage survey was conducted using the new class specifications.

5-11.8

**Discussion:**

There was a discussion about identifying two of the positions as exempt for overtime purposes. Robyn Slater said that other comparable agencies classify similar positions as exempt. There was a discussion about continuing the discussion to the November 13, 2009 Board of Directors meeting so that SEIU has enough time to review the exempt status issue. Director Stone asked that Staff be directed to meet with Union representatives to address their concerns.

**ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR ROBINSON**

**Continue consideration of class specification changes to November 13, 2009 meeting; direct Staff to meet with Union representatives to address their concerns.**

**Motion passed with Directors Graves, Hagen, Hinkle, Pirie, Robinson, Rotkin, Spence and Stone voting for; Chair Bustichi voting against; and with Directors Martinez and Tavantzis being absent.**

**17. CONSIDERATION OF THE BOARD OF DIRECTORS MEETING SCHEDULE AND LOCATIONS FOR 2010**

**Summary:**

Annually the Board of Directors approves a schedule of meeting dates and locations for the following year. The meeting schedule was modified by the actions taken by the Board of Directors on August 14, 2009. The Board meetings previously held on the second Friday of each month are now identified as "tentative" and will be held on an "as needed" basis. The regular meetings of the Board of Directors, held on the fourth Friday of each month, remain unchanged from the previous schedule. There are some modifications of the dates annually depending on what dates holidays occur.

**Discussion:**

There was a discussion about the new schedule format. Director Spence asked if it was possible to receive the agenda packets earlier than the Tuesday before the meeting.

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

**Approve the Board of Directors meeting dates and location schedule for 2010.**

**Motion passed unanimously with Directors Martinez and Tavantzis being absent.**

**18. ORAL ANNOUNCEMENT: NOTIFICATION OF MEETING LOCATION FOR NOVEMBER 20, 2009 – WATSONVILLE CITY COUNCIL CHAMBERS, 275 MAIN STREET, WATSONVILLE**

5-11.9

**19. 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 Existing Litigation cases of Joe Blair, Rosa Diaz, and Dorothy Lanagan.

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

None.

**SECTION II: CLOSED SESSION**

Chair Bustichi adjourned to Closed Session at 11:12 a.m. and reconvened to Open Session at 11:52 a.m.

**SECTION III: RECONVENE TO OPEN SESSION**

**11. REPORT OF CLOSED SESSION**

Chair Bustichi stated that there was no reportable action taken in Closed Session.

**ADJOURN**

There being no further business, Chair Bustichi adjourned the meeting at 11:53 a.m.

Respectfully submitted,

ANTHONY TAPIZ  
Administrative Assistant

5-11-10

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, 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.

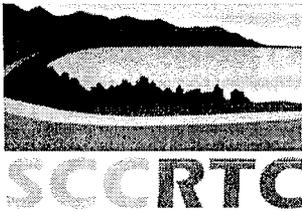
## IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

## V. ATTACHMENTS

- Attachment A:** Minutes of the October 1, 2009 Regular SCCRTC Meeting  
**Attachment B:** Minutes of the October 15, 2009 Transportation Policy Workshop

5-12.1



**Santa Cruz County Regional  
Transportation Commission**

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**MINUTES**

Thursday  
October 1, 2009  
9:00 a.m.

Board of Supervisors Chambers  
701 Ocean St  
Santa Cruz CA 95060

1. Roll call

The meeting was called to order at 9:09 am.

Members present:

Dene Bustichi	Kirby Nicol
Gustavo Gonzalez (Alt)	Ellen Pirie
Neal Coonerty	Antonio Rivas
Randy Johnson	Mark Stone
Don Lane	Michelle Hinkle (Alt)
Steve Lustgarten (Alt)	Marcela Tavantzis
Rich Krumholz (ex officio)	

Staff present:

George Dondero	Luis Mendez
Kim Shultz	Yesenia Parra
Karena Pushnik	Gini Pineda
Grace Blakeslee	Daniel Nikuna
Cory Caletti	

2. Oral communications

Several comments were made regarding the Highway 1 Auxiliary Lanes project final Environmental Impact Report including:

**Paul Elerick** asked that a discussion of the Report be added to the next agenda, saying that comments on the draft document were not adequately addressed by Caltrans. He asked that a study be conducted to ascertain if the Highway 1/17 Merge Lanes project has made driving safer in that corridor.

5-12.a1

**Bill Malone** referred to an article in the *Sentinel* on the Auxiliary Lanes project saying that the project won't do what the article claims. He asked the Commission to study the report and to put it on an agenda for discussion.

**Ron Pomerantz** asked the Commission to put the report on an agenda for discussion.

**Jack Nelson** cited some of his concerns about the final document and asked that it be put on an agenda for discussion.

**Jim Rothstein** said that he is concerned about climate change. He also announced that October 24, 2009 has been designated as "Day of Climate Action" and that Commissioner Coonerty had supported the event. He invited all to attend.

**Peter Scott** urged the Commission to take charge of the project and hold a public session to receive comments regarding Caltrans' responses to comments on the draft document.

**Kitty Bolte**, Pacific Collegiate School, said that volunteers cleaned up three tons of trash along the rail corridor and that she would like to be able to bike on the rail trail.

**Kate Sylvan** presented cards with the names of students who want a rail trail.

**Carolyn Jett**, People Power and Greenways to Schools, said that students are excited about separated bike ways and presented thank you notes to the RTC for pursuing the rail purchase.

Commissioners stated that they will consider the request to include the Highway 1 Soquel to Morrissey Auxiliary Lanes project environmental document on a future agenda. The RTC along with Caltrans District Director Richard Krumholz clarified that the time for public comment on that environmental document has past.

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero said that there was an add-on page for Item 4 and a handout for Item 20.

Commissioner Tavantzis asked to pull Item 8 from the consent agenda. Item 8 will be taken as the first item on the regular agenda.

**CONSENT AGENDA** (Pirie/Lane)

Approved unanimously as amended

5-12.a2

**MINUTES**

4. Approved draft minutes of the September 3, 2009 regular SCCRTC meeting (Commission Alternate Gonzalez abstained.)
5. Accepted draft minutes of the September 17, 2009 Budget & Administration/Personnel Committee meeting
6. Accepted draft minutes of the August 20, 2009 Interagency Technical Advisory Committee meeting
7. Accepted draft minutes of the September 17, 2009 Interagency Technical Advisory Committee meeting

**POLICY ITEMS**

*No agenda items*

**PROJECTS and PLANNING ITEMS**

8. Accept Community Traffic Safety Coalition's South County Bicycle and Pedestrian Work Group work plan – Moved to regular agenda

**BUDGET AND EXPENDITURES ITEMS**

9. Accepted status report on Transportation Development Act (TDA) revenues

**ADMINISTRATION ITEMS**

10. Accepted Regional Transportation Commission meeting schedule for 2010
11. Accepted report on letters from RTC advisory committees to other agencies

**INFORMATION/OTHER ITEMS**

12. Accepted monthly meeting schedule
13. Accepted correspondence log
14. Accepted letters from SCCRTC committees and staff to other agencies - None
15. Accept miscellaneous written comments from the public on SCCRTC projects and transportation issues
16. Accepted information items

5-12.a3

- a. The Monterey County Herald-McClatchy-Tribune Information Services via COMTEX: September 18, 2009 - "Rapid bus vs. light rail: Marina mayor can vote for either option"

### **REGULAR AGENDA**

8. Accept Community Traffic Safety Coalition's South County Bicycle and Pedestrian Work Group work plan – formerly on consent agenda

Senior Planner Cory Caletti introduced Katie LeBaron, Health Services Agency Traffic Safety Program Coordinator. Ms. LeBaron explained the proposed budget and work program. Commissioner Pirie asked for a final report documenting what was accomplished during the two years of the funding request.

Commissioner Pirie moved and Commissioner Tavantzis seconded to release previously approved funding for the Community Traffic Safety Coalition's South County Bicycle and Pedestrian Work Group.

The motion passed unanimously.

17. Commissioner reports - oral reports

Commissioners Johnson and Bustichi participated in a bike to school event in Scotts Valley, shared their experiences and expressed their appreciation for the efforts of Bike to Work.

Commissioner Leopold's alternate, Steve Lustgarden, introduced himself to the Commission.

18. Director's report – oral report

Executive Director noted that today is Bike to Work/School Day and that the program is largely funded by the RTC. He said that the final environmental documents for the Highway 1 Auxiliary Lanes project are certified and that staff will work with the RTC Chair to possibly schedule further discussion on the environmental document. Mr. Dondero attended a meeting at the Caltrans District 5 office on September 21<sup>st</sup> to discuss the Highway 1 HOV Lanes Widening project and will attend a meeting of the American Public Works Association on October 2<sup>nd</sup> to discuss sustainability. The October 15<sup>th</sup> Transportation Policy Workshop will focus on sustainability and will include a presentation from the North American Sustainable Transportation Council from Portland.

19. Caltrans report and consider action items

Rich Krumholz, Caltrans District 5, said that the landscaping to complete the Highway 1/17 Merge Lanes project is still a priority. He reported that the

5-12.a4

Salinas road interchange project, which affects many Santa Cruz county residents, should cost less than originally estimated due to the decline in material costs and announced that Caltrans released \$9million in state planning grants, including \$85,000 awarded to Santa Cruz County for planning pedestrian improvements to transit and \$259,210 to develop the 511 traveler information system in conjunction with the Transportation Agency for Monterey County. He said that work is proceeding with the signal project at the Highway129 and Industrial Rd intersection.

20. Presentation from Santa Cruz County Public Works

Commissioner Rivas arrived at the meeting.

Steve Wiesener, County of Santa Cruz Assistant Public Works Director, gave a PowerPoint presentation on completed transportation projects and projects under development that use funds secured by the RTC. Completed projects include the Carlton Rd, San Andreas Rd and Green Valley Rd rehabilitation projects and the Pine Flat Rd overlay. Proposed projects include the Graham Hill Road Safety project, improvements to intersections along Green Valley Rd, improvements to State Park Dr/Seacliff Village and a county wide cape seal project.

It was noted that cost savings from construction bids lower than the original estimates might be used to expand some projects.

Commissioners discussed developing a bike or pedestrian path connecting Pajaro Valley High School to Airport Boulevard to alleviate congestion on Green Valley Road, the cost savings from using full depth recycling to rehabilitate road beds and the planned improvements on Holohan Road.

21. Proposed amendments to the Fiscal Year 09-10 Budget and Work Program

Deputy Director Luis Mendez gave the staff report saying that the annual fall budget amendment implements the RTC's priority projects and on-going programs but does not achieve the established goal for Transportation Development Act (TDA) reserve funds due to continuing funding shortfalls. A 9.9% decrease in TDA revenues will result in a corresponding decrease for TDA recipients. Changes in other revenues in addition to TDA revenues were reviewed, and two new planning grants were noted: an \$85,000 grant for planning pedestrian improvements to transit facilities and a \$259,210 grant for a feasibility study and implementation plan for a regional 511 traveler information system.

Commissioner Nicol asked for the original population data furnished by the county which is used to determine the distribution formula for TDA revenues to the local jurisdictions.

5-12-a5

SCMTD General Manager Les White said that the loss of TDA revenue will necessitate service reductions and cuts. He urged the Commission to maintain and utilize its legislative assistants to lobby for the RTC's needs, saying that smaller regions are often overlooked without active advocacy.

**Piet Canin**, Ecology Action, thanked the RTC for supporting Bike to Work and said that it is ironic that funding for Bike to Work has to be decreased at a time when the program is increasing its outreach and participation is growing. He said that funding for Bike to Work did not rise when sales tax revenues were high and that he would like to see funding levels remain stable.

Commissioner Rivas and Lane requested that if the budget allowed, that the Bike to Work funding be restored as soon as possible.

Commissioner Pirie suggested that the City of Watsonville apply for grant funding from the Air District for bicycle programs.

Deputy Director Mendez said that there is a formula in the RTC's Rules and Regulations that determines TDA allocations for other recipients but that Bike to Work had been allocated a specific amount which was not reduced in the past when other TDA recipients had funding reductions but as the recession deepened reductions had to be made everywhere.

Commissioner Pirie moved and Commissioner Nicol seconded to approve the Budget and Administration/Personnel (B&A/P) Committee and staff recommendations that the Regional Transportation Commission (RTC):

1. Adopt a resolution approving the proposed amendments to the FY 09-10 Budget including:
  - a. A 9.9% reduction in Transportation Development Act (TDA) revenues with a corresponding 9.9% reduction in TDA apportionments to all TDA recipients;
  - b. RTC funds transfer to the TDA reserve fund to ensure the RTC established 3% minimum and prevent a further 2.2% reduction in TDA apportionments to all TDA recipients;
  - c. Not filling the position of a recently retired staff person and implementing a furlough between Christmas and New Year in addition to the previously established voluntary time off without pay program;
  - d. Adding funds for staff work included in recently secured planning grants with a corresponding reduction in the level of voluntary time off without pay to deliver the work promised in the grant applications; and
  - e. A special allocation of \$40,000 in TDA funds for Community Bridges transit services.
2. Direct staff to return to the B&A/P Committee and the RTC during FY 09-10 with recommendations to increase TDA revenue apportionments to all recipients, if actual revenues exceed estimates.

5-12.06

The motion (Resolution 07-10) passed unanimously.

22. Article 8 Transportation Development Act (TDA) Allocation Claims from the County of Santa Cruz for Bicycle and Pedestrian Improvement Projects

Senior Planner Cory Caletti gave the staff report describing allocation claims for five projects. Jack Sohriakoff, County of Santa Cruz Public Works, said that TDA funds are critical for these types of projects and are often the only funds available or the seed funds needed for matching funds from other sources.

Commissioner Pirie moved and Commissioner Rivas seconded to approve the Bicycle Committee and the Elderly & Disabled Transportation Advisory Committee and staff recommendations that the Regional Transportation Commission (RTC) approve the County of Santa Cruz Transportation Development Act (TDA) Article 8 allocation claims for the following projects and amounts:

- 1) Bike Lane Maintenance (\$167,644),
- 2) Calabasas School Safety Improvement Project (\$200,000),
- 3) State Park Drive - Seacliff Village Improvements (\$75,530),
- 4) Green Valley Road Pedestrian Safety Project (\$90,683), and
- 5) A transfer of remaining funds previously allocated to the Sims Road Pedestrian Path project to Boulder Creek Elementary School Pedestrian Safety Project (331,727.55).

and to approve a resolution approving allocation of TDA funds to the projects named above with the amendment that the Executive Director be authorized to reduce the amount for Bike Lane Maintenance as necessary to be consistent with the TDA revenue apportionments approved in the RTC's FY 09-10 budget.

A roll call vote was taken and the motion (Resolution 08-10) passed with Commissioners Nicol, Lane, Johnson, Rivas, Pirie, Lustgarten, Stone, Coonerty and Gonzalez voting "yes".

23. American Recovery and Reinvestment Act (ARRA) delivery plan

RTC Planner Grace Blakeslee gave the staff report saying that if deadlines established to use American Recovery and Reinvestment Act (ARRA) funds are missed, this funding will be lost to the region, but if they are met, Santa Cruz could possibly receive additional funds redirected from regions and states that miss the deadlines. In addition, bids for all the contracts awarded this summer for ARRA funded projects came in below original estimates, resulting in savings that can be used either for additional projects or to increase the scope of the original projects. A list of backup projects was identified to utilize these potential ARRA fund savings.

5-12.a7

Commissioners discussed the process for redirecting additional funds or redistributing funds from delayed projects.

Commissioner Pirie moved and Commissioner Stone seconded to approve the staff and the Interagency Technical Advisory Committee (ITAC) recommendations that the Regional Transportation Commission (RTC):

1. Amend the Regional Transportation Improvement Program (RTIP) to modify American Recovery and Reinvestment Act (ARRA) project descriptions and costs, and shift ARRA funds resulting from cost savings between projects as shown in Attachment 1;
2. Approve a list of backup projects to receive any ARRA funds that may become available, and will need to be used quickly, if there are delays to other projects in the region or state; and,
3. Approve the process for distributing funds to the backup list of projects.

The motion passed unanimously.

24. Review of items to be discussed in closed session

The Commission adjourned into closed session at 11:37 am.

#### **CLOSED SESSION**

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

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

26. Conference with Labor Negotiators Pursuant to Government Code 54957.6

Commission Negotiators: George Dondero and Yesenia Parra

Bargaining Units: Mid-Management Unit and General Representation Unit

#### **OPEN SESSION**

The Commission reconvened into open session at 12:33 pm

27. Report on closed session - None

28. Adjourn to special meeting of the Service Authority for Freeway Emergencies

5-12.a8

a. No agenda items this month

29. Adjournment 12:10 pm

The next Transportation Policy Workshop meeting is scheduled for Thursday, October 15, 2009 at 9:00 a.m. at the SCCRTC office, 1523 Pacific Ave, Santa Cruz, CA

The next SCCRTC meeting is scheduled for Thursday, November 5, 2009 at 9:00 a.m. at the Watsonville City Council Chambers, 275 Main St, Watsonville CA

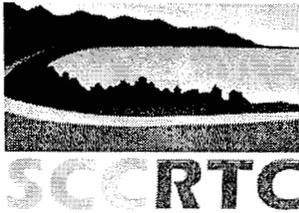
Respectfully submitted,

Gini Pineda, Staff

**ATTENDEES**

Bill Malone	
Carolyn Jett	People Power
Paul Elerick	CFST
Steve Wiesener	County Public Works
Jack Nelson	
Les White	SCMTD
Ron Pomerantz	
Jack Sohriakoff	County Public Works
John Presleigh	County Public Works
Kitty Bolte	PCS
Kate Sylvan	PCS
Mark Dettle	City of Santa Cruz
Peter Scott	CFST
Jim Rothstein	
Shalom Dreampeace Compost	
Cliff Walters	
Sarah Harmon	HSA Traffic Safety
Katie LeBaron	HAS Traffic Safety
Piet Canin	Ecology Action

5-12.09



**Santa Cruz County Regional  
Transportation Commission  
Transportation Policy Workshop**

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**MINUTES**

Thursday October 15, 2009  
9:00 a.m.

SCCRTC Conference Room  
1523 Pacific Avenue, Santa Cruz

Commissioner Mark Stone called the meeting to order at 9:06 am.

1. Introductions

Self-introductions were made.

2. Oral communications

**Jack Nelson** noted that many requests were made at the last RTC meeting that a public discussion of the final Environmental Impact Report for the Highway 1 Auxiliary Lanes project be put on the November RTC agenda.

Executive Director George Dondero said that the item would be included on the November 5<sup>th</sup> agenda.

Mr. Dondero said that at yesterday's meeting, the California Transportation Commission approved funding for the Highway 1/17 Merge Lanes project landscaping and also approved \$326,000 for design work for the Highway 1 Auxiliary Lanes project.

3. Additions or deletions to consent and regular agendas

Mr. Dondero said that there were two handouts for the Sustainable Transportation and Access Rating System (STARS) presentation.

**CONSENT AGENDA** (Schiffrin/Campos) approved unanimously

4. Approved payment of Social Security funds to departed employees (Resolution 09-10)

5. Review of items to be discussed in closed session

5-12.61

The Commission adjourned into closed session at 9:10 am.

### **CLOSED SESSION**

6. Conference with real property negotiator for acquisition of the Santa Cruz Branch Rail Line property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

### **OPEN SESSION**

7. Report on closed session

The Commission reconvened into open session at 9:58 am.

### **REGULAR AGENDA**

8. Sustainable Transportation and Access Rating System (STARS) – Presentation from North American Sustainable Transportation Council

George Dondero introduced Peter Hurley and Tim Burkhardt, representatives of the North American Sustainable Transportation Council, and presented the status of climate change regulation affecting transportation.

Tim Burkhardt described the STARS goals as transforming transportation industry practice in order to improve access for all people; maximize benefit from costs incurred; and cut transportation climate pollution. Mr. Burkhardt said that green goals are an integral part of a STARS rated project or program from inception to completion. Mr. Burkhardt also noted that STARS is a point based rating system and planning tool to be used at either a project or program level

Peter Hurley described how the rating system works and the benefits of using STARS, including a higher level of public understanding of benefits and costs of project options. Using STARS can provide access to innovative sustainable transportation ideas; a tool to quantifiably compare and prioritize sustainable transportation strategies; and recognition as a sustainable transportation leader. It was noted that funding is becoming more closely tied to sustainability.

Commissioners discussed the process by which a project is scored. It was noted that since STARS is both a planning tool and an evaluation tool, certification could be given both at the design level and after the project becomes functional.

5-12.62

Comparisons between STARS and LEEDS, the green building rating system, were made.

Commissioners discussed the relationship of individual projects within the context of larger issues, such as access and climate goals. Mr. Dondero said that the California Transportation Commission is working on guidelines to implement SB375 which will be used in developing the 2012 Regional Transportation Plan and that it may be necessary to start incorporating "big picture" principles at the project level.

**Peter Scott** said that an origin and destination study is necessary to fully evaluate the purpose and need of the Highway 1 Auxiliary lanes project.

**Tami Grove** asked if there were analytical tools available to use in the scoring process.

**Bill Malone** said that he likes the methodology used in a STARS project such as setting goals and proposing different alternative solutions to achieve the goals.

**Jack Nelson** asked how building more freeway lanes and saying they will not result in induced traffic is justified. Peter Hurley noted that providing a level of mobility reduces green house gas emissions when compared to those emitted during stop and go traffic, but that the full impact of increasing capacity requires analysis.

**Gine Johnson** congratulated the Commission for providing information about STARS. She stated that the STARS framework provided a way to look at answers to transportation problems without limiting the discussion to black and white viewpoints.

Commissioners Schiffrin and Campos departed the meeting.

**Lynn Robinson** said that she thought the STARS approach was a valuable tool for the community.

Commissioner Johnson moved to approve the staff recommendations.

**Sharon Sarris** complimented the Commission for considering the Highway 1 Auxiliary Lanes project as a pilot for a STARS project and said that she supports the integrative process of the STARS approach.

Commissioner Rivas seconded the motion to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Accept a presentation on the Sustainable Transportation Access Rating System (STARS)

5-12.63

2. Direct staff to develop a scope of work to engage the North American Sustainable Transportation Council (NASTC) in applying STARS to the Highway 1 High Occupancy Vehicle (HOV) Lanes project, and
3. Return at a future meeting with a scope of work and contract for approval by the RTC.

The motion passed unanimously.

#### 9. Adjournment

The meeting adjourned at 12:00 pm.

The next SCCRTC meeting is scheduled for Thursday, November 5, 2009 at 9:00 a.m. at the Watsonville City Council Chambers, 275 Main Street, Watsonville, CA.

The next Transportation Policy Workshop is scheduled for November 19, 2009 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

#### **ATTENDEES**

Jack Nelson	County of Santa Cruz
Frank Barron	CFST
Peter Scott	City of Santa Cruz
Ken Thomas	AGWA
Bobbie Haver	City of Santa Cruz
Ross Clark	CFST
Bill Malone	City of Santa Cruz
Mark Dettle	PB Americas
Bruce Shewchuk	California Coastal Commission
Tami Grove	California Coastal Commission
Lee Otter	Ecology Action
Gine Johnson	Green Fuse Energy
Sharon Sarris	MBUAPCD
Richard Stedman	AMBAG
Randy DeShazo	AMBAG
John Doughty	Nolte
Laura Bonich	Nolte
Steve Hiatt	Hatch Mott MacDonald
Chris Metzger	

5-12.64

Parag Mehta  
Lynn Robinson

Nolte  
Santa Cruz City Council

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5-12.65

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Ciro Aguirre, Operations Manager

**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL FOR PRINTING OF HEADWAYS WITH FRICKE-PARKS PRESS, INC.**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to enter into a one-year contract extension with Fricke-Parks Press, Inc. for the printing of Headways for an amount not to exceed \$30,000.**

## II. SUMMARY OF ISSUES

- METRO has a contract with Fricke-Parks Press, Inc. for the printing of Headways.
- The current contract will expire on December 31, 2009.
- Fricke-Parks Press, Inc. has performed its duties very well under this contract and therefore, a contract extension is recommended.

## III. DISCUSSION

METRO has a contract with Fricke-Parks Press, Inc. for the printing of Headways that is due to expire on December 31, 2009. Over the past year, the quality of service provided by Fricke-Parks Press, Inc. has been excellent. Fricke-Parks Press, Inc. has reviewed the contract and has requested a one-year contract extension under the same rates of compensation.

Staff recommends that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Fricke-Parks Press, Inc. for the printing of Headways for an amount not to exceed \$30,000.

## IV. FINANCIAL CONSIDERATIONS

Funds to support this contract are included in the Customer Service FY10 budget.

## V. ATTACHMENTS

**Attachment A:** Letter from Fricke-Parks Press, Inc.

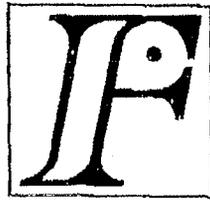
**Attachment B:** Contract Amendment

5-13.1

Board of Directors  
Board Meeting of November 20, 2009  
Page 2

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: November 10, 2009

5-13.2



**FRICKE-PARKS**  
**P R E S S**  
WEB OFFSET • COMMERCIAL • BINDERY

November 9, 2009

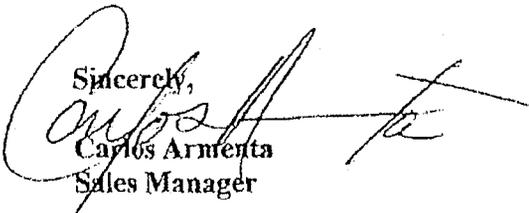
Lloyd Longnecker  
Purchasing Agent  
Santa Cruz Metropolitan Transit District-Metro  
370 Encinal Street, Suite 100  
Santa Cruz, Ca. 95060

This letter is to inform you that it is the intend of FRICKE-PARKS PRESS Inc. to exteat the current contract for the printing of **HEADWAYS 08-12 PO 2800700-C** with the Santa Cruz Metropolitan Transit District.

This period will extend from January 1, 2010 through December 31, 2010.

FRICKE-PARKS PRESS will NOT make any modifications to the price during this 1-year. The current pricing will be honored for the 1 year stated above.

Thank you for the oppportunity to continue to be your printer on **HEADWAYS**.

Sincerely,  
  
Carlos Armenta  
Sales Manager

Cordially,

Dave Brown  
President



33250 TRANSIT AVENUE • UNION CITY, CALIFORNIA 94587  
510/489-6543 • Fax: 510/489-7124

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
SECOND AMENDMENT TO CONTRACT NO. 08-12  
FOR PRINTING OF HEADWAYS**

This Second Amendment to Contract No. 08-12 for Printing of Headways is made effective January 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Fricke Parks Press, Inc. ("Contractor").

1. RECITALS

1.1 District and Contractor entered into a Contract for Printing of Headways ("Contract") on January 1, 2008.

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

Therefore, District and Contractor amend the Contract as follows:

2. TERM

2.1 Article 3.02 is amended to include the following language:

This Contract shall continue through December 31, 2010. This Contract may be mutually extended by agreement of both parties.

3. 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.

4. AUTHORITY

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

SIGNATURES ON NEXT PAGE

5-13.b1

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

DISTRICT - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR – FRICKE- PARKS PRESS, INC.

By \_\_\_\_\_  
Robert C. Parks  
Chairman

Approved as to Form:

\_\_\_\_\_  
Margaret R. Gallagher  
District Counsel

5-13.62

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Robert Cotter, Manager of Maintenance  
**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH CLASSIC GRAPHICS FOR VEHICLE BODY REPAIR AND PAINT SERVICES FOR AN AMOUNT NOT TO EXCEED \$200,000**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to enter into a one-year contract extension with Classic Graphics for vehicle body repair and paint services for an amount not to exceed \$200,000.**

## II. SUMMARY OF ISSUES

- METRO has a contract with Classic Graphics for vehicle body repair and paint services.
- This contract was established on January 1, 2008 for a two-year period with three optional one-year extensions.
- The current contract approved by the Board of Directors will expire on December 31, 2009.

## III. DISCUSSION

METRO has a contract with Classic Graphics for vehicle body repair and paint services that is due to expire on December 31, 2009. Over the past two years, the quality of service provided by Classic Graphics has been excellent. Classic Graphics has reviewed the contract and has offered to renew the contract for an additional one-year period without any rate changes in the new contract period.

Staff recommends that the Board of Directors authorize the General Manager to execute a one-year contract extension with Classic Graphics for an amount not to exceed \$200,000.

## IV. FINANCIAL CONSIDERATIONS

Funds to support this contract are included in the Fleet Maintenance FY10 budget.

## V. ATTACHMENTS

**Attachment A:** Letter from Classic Graphics

5-14.1

**Attachment B:** Contract Amendment with Classic Graphics

Prepared By: Lloyd Longnecker, Purchasing Agent

Date Prepared: October 30, 2009

5-14.2

T&J LEWIS, INC.

CLASSIC  
GRAPHICS

Attachment **A**

COMPLETE PAINTING & BODY REPAIRS

Phone  
(510) 744-2190

7969 Enterprise Drive  
Newark, California 94560

Fax  
(510) 713-8541

November 2, 2009

Mr. Lloyd Longnecker  
Purchasing Agent  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Ste. 100  
Santa Cruz, CA 95060

Re: METRO Contract No. 08-10 for Vehicle Body Repair and Paint Services

Dear Lloyd,

We are in receipt of your letter dated October 30, 2009.

We are most agreeable to extend the contract for an additional one year period without any modifications needed.

It is our understanding that once you have approval by your Board of Directors you will process any necessary contract amendment documents and forward them to me for review and signature.

We would sincerely appreciate the opportunity to continue to service the vehicle body repair and paint services needs of Santa Cruz Metropolitan Transit District.

Sincerely,



Tracy Lewis  
President  
T&J LEWIS INC.  
DbA CLASSIC GRAPHICS

5-14.a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FIRST AMENDMENT TO CONTRACT FOR  
VEHICLE BODY REPAIR AND PAINT SERVICES**

This First Amendment to the Contract for vehicle body repair and paint services is made effective January 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Classic Graphics ("Contractor").

1. RECITALS

- 1.1 District and Contractor entered into a Contract for vehicle body repair and paint services ("Contract") on January 1, 2008.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

2. TERM

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

This Contract shall continue through December 31, 2010. This Contract may be mutually extended by agreement of both parties.

3. 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.

4. 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

5-14.61

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR  
CLASSIC GRAPHICS

By \_\_\_\_\_  
Tracy S. Lewis  
President

Approved as to Form:

\_\_\_\_\_  
Margaret R. Gallagher  
District Counsel

5-14.62<sup>2</sup>

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH SHAW/YODER/ANTWIH, INC. FOR STATE LEGISLATIVE SERVICES.**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute and amend to the contract with Shaw/Yoder/Antwih, Inc. for State Legislative Services to extend the term of the contract for one (1) additional year for an amount not to exceed \$30,000.**

## II. SUMMARY OF ISSUES

- METRO has a contract with Shaw/Yoder/Antwih, Inc. for the State Legislative Services.
- The current contract will expire on December 31, 2009.
- Shaw/Yoder/Antwih, Inc. has effectively represented METRO in Sacramento over the course of the past year and therefore, a contract extension is recommended.

## III. DISCUSSION

METRO has utilized the services of a professional firm for legislative representation at the state level for eight years. On December 16, 2005, the Board of Directors authorized the General Manager to execute a one-year contract with the option of four (4) one-year extensions with Shaw/Yoder/Antwih, Inc. for state legislative services.

The selection of Shaw/Yoder/Antwih, Inc. was the result of a Request for Proposal process that was issued on October 27, 2005 and sent to sixteen firms. An evaluation committee screened the top two firms and recommended the selection of Shaw/Yoder/Antwih, Inc. to represent METRO.

Over the past year, Shaw/Yoder/Antwih, Inc. has done an excellent job representing the interests of METRO at the state level. Shaw/Yoder/Antwih, Inc. has been effective in maintaining open lines of communication with members of the Assembly and the Senate as well as the Office of the Governor. Staff recommends the Board of Directors authorize the General Manager to execute a one-year contract extension with Shaw/Yoder/Antwih, Inc. for an amount not to exceed \$30,000.

5-15.1

**IV. FINANCIAL CONSIDERATIONS**

Funds are included in the FY10 budget necessary to support this contract.

**V. ATTACHMENTS**

**Attachment A:** Letter from Shaw/Yoder//Antwih, Inc.

**Attachment B:** Contract Amendment with Shaw/Yoder/Antwih, Inc.

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: November 10, 2009

5-15.2



**SHAW/YODER/ANTWIH, inc.**  
LEGISLATIVE ADVOCACY • ASSOCIATION MANAGEMENT

November 13, 2009

Lloyd Longnecker  
Purchasing Agent  
Santa Cruz Metropolitan Transit District  
110 Vernon Street, Suite B  
Santa Cruz, CA 95060

Re: District Contract No. 05-08 for State Legislative Services

Dear Mr. Longnecker:

I received your correspondence offering a fourth amendment to the contract between METRO and my firm for State Legislative Services. On behalf of Shaw / Yoder / Antwih, Inc., we would be pleased to enter into a fourth one-year extension of the original contract, for the period from January 1, 2010 to December 31, 2010. We are satisfied with all current terms and conditions, and propose no changes.

Thank you for this opportunity to continue our service to METRO.

Sincerely,

A handwritten signature in black ink that reads "Joshua W. Shaw". The signature is fluid and cursive.

Joshua W. Shaw  
Partner

Cc: Leslie R. White, General Manager, METRO  
Paul J. Yoder, Partner, SYA  
Andrew K. Antwih, Partner, SYA  
Alison Turner, Controller, SYA

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FOURTH AMENDMENT TO CONTRACT NO. 05-08  
FOR STATE LEGISLATIVE SERVICES**

This Fourth Amendment to Contract No. 05-08 for State Legislative Services is made effective January 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Shaw/Yoder/Antwih, Inc. ("Contractor").

1. RECITALS

1.1 District and Contractor entered into a Contract for State Legislative Services ("Contract") on January 1, 2006.

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

Therefore, District and Contractor amend the Contract as follows:

2. TERM

2.1 Article 4.01 is amended to include the following language:

This Contract shall continue through December 31, 2010. This Contract may be mutually extended by agreement of both parties.

3. 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.

4. AUTHORITY

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

SIGNATURES ON NEXT PAGE

5-15.61<sup>1</sup>

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

DISTRICT  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR  
SHAW/YODER/ANTWIH, INC.

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

Approved as to Form:

\_\_\_\_\_  
Margaret R. Gallagher  
District Counsel

5-15.62<sup>2</sup>

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL WITH CAPITALEDGE  
ADVOCACY, LLC (FORMERLY CAROLYN C. CHANEY &  
ASSOCIATES) FOR FEDERAL LEGISLATIVE REPRESENTATIVE  
SERVICES**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to enter into a contract extension with CapitalEdge Advocacy, LLC (formerly Carolyn C. Chaney & Associates) for Federal Legislative Representative Services in an amount not to exceed \$60,000 per year plus up to \$4,000 for expenses.**

## II. SUMMARY OF ISSUES

- METRO has had a contract with Carolyn C. Chaney & Associates for the past eleven years to provide federal legislative representative services.
- The current contract will expire on January 31, 2010.
- The firm has recently changed their name to CapitalEdge Advocacy, LLC.

## III. DISCUSSION

METRO has utilized the services of a professional firm for legislative representation at the federal level for over ten years. METRO has been successful in getting federal earmarks and having language beneficial to METRO included in legislation. The firm that has had the contract for the past ten years is Carolyn C. Chaney & Associates.

On January 27, 2006 the Board of Directors authorized the execution of a contract with Carolyn C. Chaney & Associates for a one-year period of time with four one-year extensions as an option. The selection of Carolyn C. Chaney & Associates was the result of a Request for Proposals process, which was issued on November 9, 2005. Last year the Board of Directors approved a one-year contract extension with Carolyn C. Chaney & Associates, leaving one final one-year extension remaining on the contract.

Recently the firm has changed their name to CapitalEdge Advocacy, LLC. Over the past year, the quality of service provided by CapitalEdge Advocacy, LLC has been excellent and METRO has had effective representation with regard to major legislative issues. In the coming year, Federal Authorization and Federal Regulatory issues will require the continuation of a firm

5-16.1

located in Washington D.C. to represent METRO. Staff recommends the Board of Directors authorize the General Manager to execute a one-year contract extension with CapitalEdge Advocacy, LLC (formerly Carolyn C. Chaney & Associates) for an amount not to exceed \$60,000 plus reimbursement of up to \$4,000 for expenses incurred as a part of the contract. Eligible expenses would include long distance telephone charges, photocopying, postage, courier, overnight mail and other types of expenses appropriate to representation of METRO.

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

Funds are included in the FY10 budget necessary to support this contract.

#### **V. ATTACHMENTS**

**Attachment A:** Letter from Carolyn C. Chaney & Associates

**Attachment B:** Contract Amendment

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: November 10, 2009

5-16.2



Attachment **A**

November 9, 2009

Mr. Leslie R. White  
General Manager  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

Dear Les:

Please consider this a formal request to extend for twelve months the contract between our firm and the Santa Cruz Metropolitan Transit District.

We do request one minor amendment to the contract. In order to better reflect a long-term relationship we have with the government relations firm with whom we share office space, as well as organizing as an LLC for tax purposes. I have changed the name of our firm to CapitalEdge Advocacy, LLC. This change is limited to the name of the LLC, and all of our contact information and staff will remain as it has been.

As for our services, we see a busy year ahead, as Congress looks to reauthorize SAFETEA-LU. While political considerations may delay completion to 2011, it is likely that serious discussions about reauthorization will take place in 2010, particularly the critical question of how to fund the vital transportation infrastructure needs of the nation. In addition, we will continue to focus on specific Metro needs, such as funding for bus purchases to meet state clean fuel fleet mandates, and the protection and growth of the Small Transit Intensive Cities (STIC) program.

It continues to be a pleasure serving you, your staff, and the METRO Board, and we look forward to a continuing this relationship. We are happy to answer any questions you might have about the contract at your convenience, and enclosed are copies of a new W-9 form and the letter from Metro regarding the contract renewal.

Sincerely,

Carolyn C. Chaney  
President

cc: Lloyd Longnecker, Purchasing Agent

Enclosures

1212 New York Ave., NW, Suite 250  
Washington, DC 20005  
202.842.4930  
202.842.5051 fax  
www.capitaledge.com

5-16.a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
FOURTH AMENDMENT TO CONTRACT NO. 05-11  
FOR FEDERAL LEGISLATIVE REPRESENTATIVE SERVICES**

This Fourth Amendment to Contract No. 05-11 for federal legislative representative services is made effective February 1, 2010 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Carolyn C. Chaney and Associates ("Contractor").

**1. RECITALS**

- 1.1 District and Contractor entered into a Contract for federal legislative representative services ("Contract") on February 1, 2006.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

**2. TERM**

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

This contract shall continue through January 31, 2011. This Contract may be mutually extended by agreement of both parties.

**3. 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.

**4. AUTHORITY**

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

SIGNATURES ON NEXT PAGE

5-16.61

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

DISTRICT - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

---

Leslie R. White  
General Manager

CONTRACTOR - CAROLYN C. CHANEY AND ASSOCIATES

By \_\_\_\_\_

Carolyn C. Chaney  
President

APPROVED AS TO FORM:

---

Margaret R. Gallagher  
District Counsel

5-16.62<sup>2</sup>

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Harlan Glatt, Sr. Database Administrator  
**SUBJECT:** STATUS UPDATE OF METRO WEBSITE REDESIGN PROJECT

## I. RECOMMENDED ACTION

**That the Board of Directors be apprised of the status of the Metro website redesign.**

## II. SUMMARY OF ISSUES

- In February 2009, Metro awarded a contract for website design and engineering to consultant, Jabico Enterprises
- Since March 2009, staff has been working through the discovery phase with our consultant, and presented a draft of the website home-page design to the Board on May 8th.
- The result of that presentation was the appointment of a Website Design Subcommittee
- A preview of development progress was presented to MAC in August, which was well received.
- Similar to a building construction project, there is nothing tangible to present after the initial approval of designs, and prior to completion, but there will be a sharp increase in committee involvement when the development approaches functional completion.
- Official launch of the website is targeted for Spring Service (March 18<sup>th</sup>, 2010)

## III. DISCUSSION

In February 2009, Metro awarded a contract for website design and engineering to consultant, Jabico Enterprises. Since March 2009, staff has been working through the discovery phase with our consultant, and has presented a draft of the website home-page design to the Board on May 8th.

The result of that presentation was the appointment of a Website Design Subcommittee (Director Donald (Norm) Hagen, Director Lynn Robinson, Bob Yount - MAC Chair, Eduardo Montesino – UTU, John Daugherty – SEIU) who gave their follow-up comments regarding the home-page design to staff via email and phone. Overall the design was well received, and a few refinements were made accordingly. A preview of development progress was presented to MAC in August, which was well received.

5-17.1

Development has continued on our unpublished server, including all aspects of development: page content, system map, schedule, service calendar, online bus-pass sales, service alerts, email subscription management, customer-service helpdesk software, back-end publishing controls for staff, ADA usability, and site-wide Spanish translation.

Similar to a building construction project, there is nothing tangible to present after the initial approval of designs, and prior to completion, but there will be a sharp increase in committee involvement when the development approaches functional completion. Official launch of the website has been targeted for Spring Service (March 18<sup>th</sup>, 2010) with public beta-testing and refinement and performance tuning occurring in January 2010. Staff and consultant are making every effort to adhere to this timeline.

During design and construction, many useful features have been identified as “Phase II” in order to not delay launch. These features will directly benefit the public and staff’s ability to maintain the website, and will be pursued after launch, and stay within the original project budget.

The list of required functionality has been specified in the RFP to include: service bulletins, customer service helpdesk software, use of google-maps to display route and stop information, subscriber email and text message real-time notifications, live feeds on road conditions from various agencies, dynamically generated printable schedules, e-commerce for purchasing passes online, bilingual viewing mode, and robust reporting of site usage statistics. Design elements being addressed are: visual redesign, modern update of existing logo, content reorganization and clean up, and infrastructure modernization to adhere to the latest ADA standards.

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

The current contract with Jabico Enterprises has been budgeted in the FY10 budget.

#### **V. ATTACHMENTS**

None

5-17.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Harlan Glatt, Sr. Database Administrator  
**SUBJECT:** STATUS UPDATE OF REDESIGNED METRO ROUTE MAPS

## I. RECOMMENDED ACTION

**That the Board of Directors be informed regarding the process and present status of redesigning Metro route maps, and the extent which they are intended to replace existing maps in all various METRO publications.**

## II. SUMMARY OF ISSUES

- The current route map design style was limited to solid black schematic diagrams to meet the constraints of the silk-screen print process used to print bus stop stickers, and has been the best print option for the last 20+ years time, but is now obsolete and no longer cost effective.
- Due to advances in printing and laminating, the upgrade to full-color stickers is not only cost-neutral, but is far more durable, and should prove to be cost-saving in bus stop maintenance staff time and materials.
- Staff has been developing these new color route map designs for more than a year.
- The designs adhere to established transit design standards<sup>1</sup>, and have recently been reviewed and approved by both ED/TAC and MAC Committees, as well as SPARC, whose timely feedback has resulted in key changes to improve readability in the overall design. Pat Piras has been consulted as well, to evaluate them for ADA-Compliance.
- In addition to individual route maps, a redesigned Route Locator System Map is also under development that uses color to distinguish route lines and improve readability.
- Rollout of the new designs are targeted to coincide with the projected launch of the new website during Spring Service (March 18<sup>th</sup>, 2010).

## III. DISCUSSION

The current route map design style was limited to solid black schematic diagrams to meet the constraints of the silk-screen print process used to print bus stop stickers. Silk-screened vinyl has been the best print option for the last 20+ years time, but is now obsolete and no longer cost effective.

For consistency of presentation, these same designs are shared in all other media (*Headways*, Wall Posters, Website) even though these have no such printing constraints, and therefore will incur no cost to upgrade their design.

Due to advances in printing and laminating, the upgrade to full-color stickers is not only cost-neutral, but also far more durable (guaranteed to be color-fast and vandalism resistant for a period of one year). The result is a smaller initial print volume, fewer

5-18.1

replacements required due to weathering and typical vandalism, and a cost-saving in bus stop maintenance staff time.

In-house Geographic Information Systems (GIS) and Adobe publishing software have enabled METRO Staff to eliminate all recurring design cost on all publications, while raising the bar on design to modern full-color geographically accurate standards, and adding informational layers not possible before, such as bus stops and public schools.

Staff has been developing these new color route map designs for more than a year. The designs adhere to established transit design standards<sup>1</sup>, and have recently been reviewed and approved by both ED/TAC and MAC Committees, as well as SPARC, whose timely feedback has resulted in key changes to improve readability in the overall design. Pat Piras has been consulted as well to evaluate them for ADA- Compliance.

In addition to individual route maps, a redesigned Route Locator System Map is also under development that uses color to distinguish route lines (parallel where routes overlap) to improve readability. This directly addresses frequent customer complaints.

All Metro wall posters are already printed in full color to allow for a colored border, so the upgrade will remain cost neutral. All website PDFs and maps will be full color at no additional cost.

The color route maps have been designed to also print readably in black & white, so that while *Headways* will be published electronically in a full-color PDF, the printed booklet will remain mostly black & white, with the exception of the four centerfold pages of the Route Locator System Map, as well as a color booklet cover to visually signal a change to the public.

The nominal increased cost of adding color to five pages of *Headways* remains cost-neutral by decreasing the total quarterly print volume and recycling fewer excess at the end of each quarter. Trends show attrition in circulation of about 6,000 from last year.

The Amtrak Highway 17 schematic map design from the brochure will not be changed. The bus stop sticker will now be printed in full color to match the brochure design.

Rollout of the new designs are targeted to coincide with the projected launch of the new website during Spring Service (March 18<sup>th</sup>, 2010).

<sup>1</sup> Established transit design standards citation: "Designing Printed Transit Information Materials: A Guidebook for Transit Service Providers" January 2008. This guidebook was prepared by the National Center for Transit Research at the Center for Urban Transportation Research, University of South Florida.

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

There is no cost increase associated with any of these upgraded map designs.

#### **V. ATTACHMENTS**

A: Sample Route Map Design

5-18.2



Effective / Vigente 09/17/2009

# 3 Mission / Natural Bridges



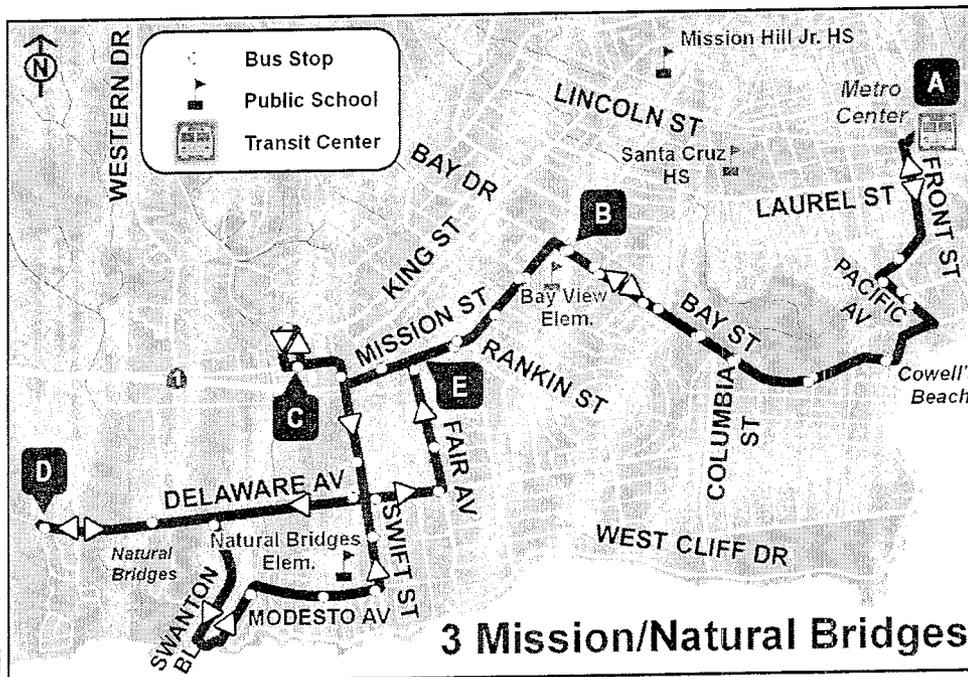
Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Leaves from	Bus Arrives at
Santa Cruz Metro Lane 1	Bay & Mission	Grandview & Arroyo Seco	De Anza Mobile Home Park	Fair & Mission	Bay & Mission	Santa Cruz Metro Center

**A B C D E B A**

## MON-FRI

6:50 am	6:56	6:59	7:07	7:15	7:18	7:28
7:50	7:56	7:59	8:07	8:15	8:18	8:28
8:50	8:56	8:59	9:07	9:15	9:18	9:28
9:50	9:56	9:59	10:07	10:15	10:18	10:28
10:50	10:56	10:59	11:07	11:15	11:18	11:28
11:50	11:56	11:59	12:07	12:15	12:18	12:28
12:50 pm	12:56	12:59	1:07	1:15	1:18	1:28
1:50	1:56	1:59	2:07	2:15	2:18	2:28
2:50	2:56	2:59	3:07	3:15	3:18	3:28
3:50	3:56	3:59	4:07	4:15	4:18	4:28
4:50	4:56	4:59	5:07	5:15	5:18	5:28
5:50	5:56	5:59	6:07	6:15	6:18	6:28
6:50	6:56	6:59	7:07	7:15	7:18	7:28

All Metro buses are wheelchair accessible, while some stops on this route may not be.



3 Mission/Natural Bridges

5-18.91

Attachment

A

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT:** **CONSIDERATION OF APPROVING THE REVISED ADA COMPLAINT PROCEDURE REGULATION TO UPDATE NEW ADMINISTRATION OFFICE ADDRESS AND PERSONNEL CHANGES EFFECTIVE DECEMBER 4, 2009**

### I. RECOMMENDED ACTION

**Approve modifications to Administrative Regulation AR-1002, regarding METRO's "ADA Complaint Procedure" (Attachment A) effective December 4, 2009.**

### II. SUMMARY OF ISSUES

- On December 4, 2009, METRO's Administrative Offices will be relocated to 110 Vernon Street, Santa Cruz, CA.
- METRO Staff has updated the Administrative Office address, and the employee contacts in AR-1002 for the Board of Directors review and consideration.
- METRO Staff has reviewed the attached ADA Complaint Procedure and is requesting Board approval.

### III. DISCUSSION

In order to meet its legal obligations under the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (504), METRO has established a grievance procedure for persons with a disability who allege that METRO's services, programs or activities are out of compliance. METRO's ADA Complaint Procedure (*Attachment A*) was established to assist an individual with a disability in filing a formal complaint with METRO. Due to the relocation of METRO's Administrative Offices next month, and the necessity to update employee contact information, the ADA Complaint Procedure has been revised. Additionally, there have been changes due to personnel changes and the discontinuance of MASTF requires its elimination from the regulation. Upon approval, the Administrative Regulation AR-1002 will become effective December 4, 2009. In addition, METRO's website will be updated with the revised regulation after December 4, 2009.

### IV. FINANCIAL CONSIDERATIONS

THERE ARE NO FINANCIAL CONSIDERATIONS AT THIS TIME

5-19.1

**V. ATTACHMENTS**

A: ADA Complaint Procedure

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Attachment **A**

Regulation Number: AR-1002

Computer Title: adacmplt.doc

Effective Date: August 1992

Pages: 11

**TITLE: ADA Complaint Procedure**

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## Procedure History

REVISION DATE	SUMMARY OF REVISION	APPROVED
September 7, 1995	Revise format without content change	General Manager (SG)
January 28, 2002	Change of Address only	General Manager (LW)
December 13, 2002	Revise complaint procedure, replaces regulation	Board Chair (SA)
January 24, 2003	Revision to change date of program evaluation	Board Chair (ER)
December 16, 2005	Revision to extend program evaluation deadline	Board Chair (MK)
January 12, 2007	Revision to extend program evaluation deadline	Board Chair (MR)
July 27, 2007	Revision to extend program evaluation deadline	Board Chair (MT)
October 26, 2007	Revision to extend program evaluation deadline	Board Chair (MT)
<u>December 4, 2009</u>	<u>Revision to update Administration Address change &amp; Personnel changes</u>	

## I. POLICY

- 1.01 It is the policy of the Santa Cruz Metropolitan Transit District (hereinafter Santa Cruz METRO) that all its services, programs, and activities when viewed in their entirety, are readily accessible in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 (hereinafter ADA/504).
- 1.02 It is the policy of the Santa Cruz METRO that in accordance with ADA/504, no qualified individual with a disability shall, on the basis of disability be excluded from participation in or be denied the benefits of the services, programs, or activities of Santa Cruz METRO or be subjected to discrimination. A qualified individual with a disability shall be afforded an opportunity to participate in or benefit from the aid, benefit or service that is equal to and as effective as that afforded to others.
- 1.03 Santa Cruz METRO is adopting this policy in order to affirm its commitment to the ADA/504 statutes and regulations with regard to its services, programs, and activities.
- 1.04 ~~Santa Cruz METRO and/or its employees shall not retaliate against any individual who exercises his/her rights under the ADA/504 statutes and regulations.~~ Neither Santa Cruz METRO and/or its employees or contractors shall not retaliate, coerce, intimidate, threaten or interfere with any individual in the exercise of his/her rights pursuant to ADA/504 statutes and regulations or because that individual aided or encouraged any

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other individual in the exercise or enjoyment of any right granted or protected by the ADA/504 statutes and regulations.

- 1.05 Neither Santa Cruz METRO nor its employees or contractors shall discriminate against any individual because that individual has opposed any act or practice made unlawful by the ADA/504 statutes or regulations or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under the ADA/504 statutes or regulations.

## **II. APPLICABILITY**

- 2.01 Every Santa Cruz METRO employee and contractor must adhere to this policy and procedures.
- 2.02 Following this policy and procedures does not relieve a Santa Cruz METRO employee or contractor of complying with applicable Federal and California laws and regulations.
- 2.03 Members of the public may utilize this policy and procedures.

## **III. DESIGNATION OF RESPONSIBLE EMPLOYEE, COMMUNICATION AND AUXILIARY AIDS**

- 3.01 The General Manager or his/her designee shall coordinate Santa Cruz METRO's efforts to comply with and carry out its responsibilities pursuant to the ADA/504, including any investigation of any complaint alleging Santa Cruz METRO's noncompliance with the ADA/504 or actions on the part of Santa Cruz METRO that are prohibited by the ADA/504.
- 3.02 The General Manager or his/her designee shall ensure that all Santa Cruz METRO's services, programs, and activities when viewed in their entirety, are readily accessible to those individuals with disabilities as defined in the ADA/504 statutes and regulations.
- 3.03 Should an employee become aware that a Santa Cruz METRO service, program, or activity is out of compliance with the ADA/504, he/she is strongly encouraged to immediately inform his/her supervisor, manager, the General Manager or the Chair of the Board of Directors of the noncompliance. Upon receipt of such notification, the investigative procedure set forth in Section VI shall be followed.
- 3.04 The General Manager or his/her designee shall make information available to individuals including individuals with disabilities, concerning Santa Cruz Metro's duties under the ADA/504 and how the ADA/504 applies to Santa Cruz METRO's services, programs and activities.

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- 3.05 The General Manager or his/her designee shall take steps to ensure that Santa Cruz METRO can effectively communicate with individuals with disabilities (including
- 3.06 applicants, participants and members of the public) as it does with others. Auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program or activity conducted by Santa Cruz METRO shall be provided in accordance with the ADA/504 statutes and regulations. In determining the type of auxiliary aid and service necessary, Santa Cruz METRO will give primary consideration to the requests of the individual with disabilities.
- 3.07 The General Manager or his/her designee shall ensure that when Santa Cruz METRO employees communicate with individuals with impaired hearing or speech by telephone that telecommunication devices for the deaf or equally effective telecommunications systems are in place in accordance with ADA/504.
- 3.08 The General Manager or his/her designee shall ensure that interested persons including persons with impaired vision or hearing can obtain information as to the existence and location of accessible services, activities and facilities in accordance with ADA/504.
- 3.09 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.
- 3.10 The General Manager or his/her designee shall ensure that information concerning Santa Cruz METRO's services, programs and activities are made available to individuals with disabilities.
- 3.11 The General Manager or his/her designee shall utilize appropriate Santa Cruz Metro employees or consultants necessary to fulfill Santa Cruz METRO responsibilities pursuant to this policy/procedure.
- 3.12 The General Manager or his/her designee shall ensure that Santa Cruz Metro employees are trained on this policy/procedure in order to ensure compliance.

#### **IV. TRANSPORTATION SERVICE**

- 4.01 Neither Santa Cruz METRO nor its employees will discriminate against an individual with a disability in connection with the provision of transportation service.
- 4.02 Neither Santa Cruz METRO nor its employees will on the basis of disability, deny to any individual with a disability the opportunity to use its public transportation service if the individual is capable of using that service.

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- 4.03 The General Manager or his/her designee shall ensure that its public transportation service meets the standards and requirements set forth in the ADA/504 statutes and regulations.

## **V. EVALUATION OF SERVICES, PROGRAMS AND ACTIVITIES**

- 5.01 The General Manager or his/her designee shall within 62 months of the implementation of this policy conduct an evaluation of Santa Cruz METRO's current services, programs, and activities and the effects thereof, that may or may not meet the requirements of the ADA/504 statutes and regulations.
- 5.02 The General Manager or his/her designee shall review the Santa Cruz METRO's services, programs and activities and prepare an evaluation report for the Board of Directors' review.
- 5.03 The General Manager or his/her designee shall provide an opportunity to interested persons, including MASTF, individuals with disabilities and other organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments, to a draft evaluation report.
- 5.04 The Evaluation Report for the Board of Directors shall include the following:
1. A list of the interested persons consulted;
  2. A description of areas examined and any problems identified;
  3. If problems are identified, a description of the proposed modification; and
  4. An implementation schedule to ensure that the modifications are made in a timely fashion.
- 5.05 Once the Board of Directors has accepted the Evaluation Report, the General Manager or his/her designee shall ensure that the implementation schedule for the necessary modifications is followed in accordance with the adopted schedule.
- 5.06 Upon completion of the modifications, the General Manager or his/her designee shall on a 24 month cycle review all services, programs, and activities of the Santa Cruz METRO in order to ensure that they meet ADA/504 statutes and regulations.
- 5.07 This policy/procedure does not require Santa Cruz METRO to take any action that it can demonstrate would result in a fundamental alteration in the nature of its service, program, or activity or in undue financial and administrative burdens. The General Manager or his/her designee shall make the decision that compliance would result in such alteration or burdens after considering all resources available for use in the funding and operation of the service, program, or activity and such decision must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, Santa Cruz METRO shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the

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maximum extent possible, individuals with disabilities receive the benefits or services provided by the Santa Cruz METRO.

## VI. GRIEVANCE PROCEDURE

6.01 Any person with a disability or his/her authorized representative (family member, caregiver, disability advocate, or disability organization, i.e. Central Coast Center for Independent Living, Community Bridges, Senior Network Services, or the like) who believes that Santa Cruz METRO's programs, activities or services are not in compliance with the ADA/504 statutes or regulations shall put his/her concerns in writing, with the complainant signing the document to attest to the accuracy of the complaint (if possible)<sup>1</sup>. The complaint can then be directed to any of the following individuals who are required to keep the information contained in the complaint confidential:

1. Santa Cruz METRO  
~~370 Encinal Street, Suite 100~~ 110 Vernon Street  
Santa Cruz, California 95060  
Attention: General Manager/Assistant General Manager  
(831) 426-6080-phone (TDD 711 (TTY/Voice))  
(831) 426-6117-facsimile  
[aaifken@scmtd.com](mailto:aaifken@scmtd.com) [mdorfman@scmtd.com](mailto:mdorfman@scmtd.com)
2. Santa Cruz Metro Center  
920 Pacific Avenue, Suite 21  
Santa Cruz, California 95060  
Attention: Accessible Services Coordinator  
(831) 423-3868-phone (TDD 711 (TTY/Voice))  
(831) 423-1024-facsimile  
[jdaugher@scmtd.com](mailto:jdaugher@scmtd.com)
3. Customer Service  
Santa Cruz Metro Center  
920 Pacific Avenue  
Santa Cruz, CA 95060  
Attention: Supervisor of Customer Services Coordinator  
(831) 425-8600-phone (TDD 711 (TTY/Voice))  
(831) 423-1024-facsimile  
[mboycc@scmtd.com](mailto:mboycc@scmtd.com) [deanales@scmtd.com](mailto:deanales@scmtd.com)

~~3.MASTF  
920 Pacific Avenue, Suite 21  
Santa Cruz, CA 95060~~

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<sup>1</sup> Representative may sign on behalf of a complainant whose disabilities prevent him/her from being able to execute the document.

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~~Attention: Chairperson of MASTF  
sharonlbarbour@yahoo.com~~

- 6.02 If an individual is unable to utilize a written complaint format, because of a disability, he/she may contact Santa Cruz Metro's Claims Investigator at (831) 426-6080 extension 120, who will tape record the conversation with the individual's knowledge and consent. The individual making the complaint must identify himself/herself (for verification purposes only) and provide all other necessary information in order for the complaint to be processed. The complaint will be mailed to the individual for verification and signature (if possible). The complaint will not be processed until the complaint is received back by Santa Cruz Metro, signed by the individual or, if unable because of a disability to sign the form, by the representative, as verification of its accuracy.
- 6.03 The complaint shall identify the service, program or activity, which is alleged to be out of compliance with ADA/504 statutes or regulations. The complaint shall set forth the time, date, place and the circumstances giving rise to the alleged violation and shall identify those individuals who are believed to have information regarding the alleged violation. ~~District personnel to record an oral complaint shall use the attached form.~~ A complaint must be filed no later than 90 days from the date of the alleged discrimination unless the time for filing is extended by the General Manager or his/her designee for good cause.
- 6.04 A complaint form<sup>2</sup>, which is attached to this policy and procedure, can be used for this grievance procedure. Complaint forms shall be made available in accessible formats upon request. A complaint form can be obtained under the following circumstances:
- a. At the Santa Cruz METRO Website, www.scmttd.com;
  - b. By calling Santa Cruz METRO's Administrative Services Coordinator at (831) 426-6080, (TDD 711 (TTY/ voice)) a complaint form can be mailed;
  - c. By calling Santa Cruz METRO's Accessible Services Coordinator at (831) 423-3868, (TDD 711 (TTY/voice)) a complaint form can be mailed;
  - d. Complaint forms can be picked up at the Information Windows/Booths/Counters at each of Santa Cruz METRO's Centers (Santa Cruz, Watsonville and Scotts Valley), the Administrative Offices, ~~370 Encinal, Suite 100~~ 110 Vernon Street, Santa Cruz, California 95060 or from the Accessible Services Coordinator, Santa Cruz Metro Center, 920 Front Street, Suite 21, Santa Cruz, California, 95060.
- 6.05 If the complaint is received by anyone besides the General Manager, the individual in receipt of the complaint shall forward it to the General Manager or his/her designee within 2 working days of receipt. The General Manager shall immediately provide a copy to the Chair of the Board of Directors and the Santa Cruz METRO Manager who is

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<sup>2</sup> The form is not required to process a complaint. Any written format is acceptable or tape recording as provided in Section 6.02.

5-19.06

responsible for the program, service or activity that is identified as being out of compliance.

- 6.06 The identity of complainants shall be kept confidential, at their election, during the conduct of an investigation, hearing or proceeding conducted pursuant to this grievance procedure. However, when such confidentiality is likely to hinder the grievance investigation, or proceeding, the complainant will be advised for the purpose of waiving the privilege.
- 6.07 The Santa Cruz METRO Manager who is responsible for the program, service or activity that is alleged to be out of compliance shall promptly investigate the alleged complaint and shall prepare a written response within 10 working days of his/her receipt of the complaint. The Manager may consult with appropriate Santa Cruz METRO staff in the preparation of his/her response to the complaint.
- 6.08 The General Manager or his/her designee shall then speak (meeting or telephone conversation) with the complainant, at which time the complainant may give written or oral evidence supporting the allegation that provisions of the ADA/504 have been violated. The General Manager shall review and consider the response prepared by the Manager identified in Section 6.07, all the information provided by the complainant and any other evidence available regarding the allegations in the complaint. The General Manager shall prepare a written report of his/her findings and if corrective action is required a timetable for the completion of such action.
- 6.09 Within 15 working days following receipt of the initial complaint, the General Manager shall inform the complainant of his/her findings and any corrective action to be taken as a result of the complaint together with the timetable for completion of such action.
- 6.10 If the complainant is not satisfied with the findings and/or action of the General Manager or his/her designee, then the complainant may file his/her complaint together with any other supporting documentation within 5 working days of his/her receipt of the results of the General Manager's investigation, with the Chair of the Board of Directors by providing it to the Administrative Services Coordinator, ~~370 Eucinal Street, Suite 100110~~ Vernon Street, Santa Cruz, CA, 95060. The Chair of the Board of Directors upon review of the entire file, shall take appropriate action in order to insure ADA/504 compliance. The Complainant shall be notified of what actions, if any, will be taken as a result of the review by the Chair within 10 working days of the Chair's notification that the complainant is not satisfied with the results of the general manager's investigation.
- 6.11 The timelines applicable to this procedure may be waived by the general manager if he/she finds that there is good cause for a waiver.
- 6.12 Santa Cruz METRO shall retain documents arising out of the grievance procedure for at least three (3) years and the General Manager or his/her designee shall maintain relevant information in a database in a confidential manner.

5-19.07

- 6.13 Participation in this Grievance Procedure is voluntary. Nothing contained herein shall preclude a complainant from taking any other appropriate legal or administrative action against Santa Cruz Metro, should its programs, services or activities be out of compliance with the ADA/504.

5-19.a8

**COMPLAINT FORM**  
**(FOR AMERICANS WITH DISABILITIES ACT (ADA)**  
**REHABILITATION ACT OF 1973 (/504) ORAL COMPLAINTS)**

Please indicate by checking the box, if you wish to have your identity kept confidential

Name of Complainant: \_\_\_\_\_

Address of Complainant: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \* \_\_\_\_\_

Date of Complaint: \_\_\_\_\_

Date of Violation: \_\_\_\_\_

Time of Violation: \_\_\_\_\_

Place of Violation: \_\_\_\_\_

Bus Number:\*\* \_\_\_\_\_

Bus Route:\*\* \_\_\_\_\_

General physical description of bus operator\*\* \_\_\_\_\_

Identify service, program or activity out of ADA/504 compliance: \_\_\_\_\_

Summary of violation: (attach additional sheets as necessary) \_\_\_\_\_

Identify individuals by name and address that have information relating to the violation:

\_\_\_\_\_  
Signature of Complainant/Representative \_\_\_\_\_ Date \_\_\_\_\_

\*Optional  
\*\* if applicable

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## GRIEVANCE PROCEDURE

1. Return completed Grievance form within 90 days of the alleged violation to any of the following:

<b>1. Santa Cruz METRO</b> <del>370 Encinal Street,</del> <del>Suite 100110 Vernon Street</del> Santa Cruz, CA 95060 Attention: General Manager /Assistant General Manager (831) 426-6080-phone (TDD 711 (TTY/Voice)) (831) 426-6117-facsimile <a href="mailto:aaiken@scmtd.com">aaiken@scmtd.com</a> <a href="mailto:mdorfman@scmtd.com">mdorfman@scmtd.com</a>	<b>2. Santa Cruz Metro Center</b> 920 Pacific Avenue, Suite 21 Santa Cruz, CA 95060 Attn: Accessible Services Coordinator (831) 423-3868-phone (TDD 711 (TTY/Voice)) (831) 423-1024-facsimile <a href="mailto:jdaugher@scmtd.com">jdaugher@scmtd.com</a>	<b>3. Customer Service</b> Coordinator Santa Cruz Metro Center 920 Pacific Avenue Santa Cruz, CA 95060 Attn: <u>Supervisor of</u> Customer Services (831) 425-8600-phone (TDD 711 (TTY/Voice)) (831)423-1024-facsimile <a href="mailto:mboyce@scmtd.com">mboyce@scmtd.com</a> <a href="mailto:deanales@scmtd.com">deanales@scmtd.com</a>
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2. The General Manager/designee shall conduct an investigation into the alleged violation. The complainant may be contacted during the course of the investigation;
3. The General Manager/designee shall notify the complainant of the results of the investigation within 15 working days;
4. If the Complainant is not satisfied with the response from the General Manager/designee, the complainant may file the complaint together with any supporting documentation with the Chair of the Board of Directors by providing it to the Administrative Services Coordinator, ~~370 Encinal Street, Suite 100110 Vernon Street,~~ Santa Cruz, California 95060 within 5 working days of receipt of the response from the General Manager/designee; and
5. The Chair shall have 10 working days to review the complaint and the investigation and report prepared by the General Manager/designee and to determine if any additional action needs to occur to ensure compliance with the ADA/504.

## NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (504) the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) will not discriminate against qualified individuals with disabilities on the basis of disability in the Santa Cruz METRO's services, programs, or activities. Santa Cruz Metro will not tolerate acts of retaliation against anyone exercising his/her rights under the ADA/504.

Santa Cruz METRO does not discriminate on the basis of disability in its hiring or employment practices. Santa Cruz METRO will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position. Santa Cruz METRO will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of Santa Cruz METRO's business. Santa Cruz METRO will make an individualized assessment of whether a qualified individual with a disability meets selection criteria for employment decisions. To the extent its selection criteria for employment decisions have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

Santa Cruz METRO will provide transportation services in accordance with the ADA/504 statutes and regulations. Santa Cruz METRO will provide appropriate auxiliary aids and services, including qualified sign language interpreters and assistive listening devices, whenever necessary to ensure effective communication with members of the public who have hearing, sight, or speech impediments, unless to do so would result in a fundamental alteration of its programs or an undue administrative or financial burden. A person who requires an accommodation or an auxiliary aid or service to participate in a Santa Cruz METRO program, service, or activity, should contact ~~Dale Carr~~, METRO's Administrative Services Coordinator, at (831) 426-6080 (TDD 711 (TTY/voice)) for assistance as far in advance as possible but not later than 48 hours before the scheduled event.

Santa Cruz METRO will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

In order to satisfy itself that it is meeting its obligations under the ADA/504, Santa Cruz METRO has established a grievance procedure for persons with disability who allege that METRO's services, programs or activities are out of compliance. Should you wish a complaint form, to file a grievance or if you have questions or concerns regarding METRO's compliance with the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973 please contact Leslie White, General Manager, at (831) 426-6080 (TDD 711 (TTY/voice)).

5-19. a11

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**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

Prepared by: Karen Blight

6.1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
EMPLOYEE RECOGNITION**

**TEN YEARS**

Miguel A. Escarcega, Vehicle Service Worker II

**FIFTEEN YEARS**

None

**TWENTY YEARS**

None

**TWENTY-FIVE YEARS**

Ascencion G. Sanchez, Bus Operator  
Dennis R. Baldwin, Bus Operator  
Mario R. Espinoza, Bus Operator  
Mary E. Miller, Bus Operator

**THIRTY YEARS**

None

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT: PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON METRO'S PROPOSED TITLE VI PROGRAM REGULATION AND COMPLAINT PROCEDURE**

### I. RECOMMENDED ACTION

**Public Hearing for November 20, 2009, for receipt of public comments on METRO's proposed Title VI Program Regulation and Complaint Procedure.**

### II. SUMMARY OF ISSUES

- As a recipient of Federal Transit Administration (FTA) Funds, METRO is required to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations which provide that no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance.
- METRO Staff has consolidated all the federal requirements and regulations relating to Title VI of the Civil Rights Act of 1964 into METRO's proposed Title VI Program in order to ensure the public has the opportunity to review and consider the proposed Title VI Program Regulation before the METRO Board of Directors considers implementation.
- FTA encourages federal recipients to include within their Title VI Programs, age, sex and disability protected classifications. Because METRO has a separate ADA/504 Regulation, METRO staff has only included the "age" and "sex" classifications into its Title VI Program. METRO also included "sexual orientation" as a specific classification, as suggested at the October 23, 2009 regular meeting.
- METRO's Public Notice announcing its proposed Title VI Program has been published in general circulation media and minority-focused media.
- METRO will accept comments on its proposed Title VI Program through December 15, 2009.

### III. DISCUSSION

As a recipient of Federal Transit Administration (FTA) funds, METRO is required to ensure that its programs, policies, and activities comply with the Department of Transportation (DOT) Title VI regulations. In order to comply with these regulations, METRO's Title VI Program must meet the following criteria:

- 1) Provide an annual Title VI certification and assurance;
- 2) Develop Title VI Complaint procedures;
- 3) Record Title VI investigations, complaints and lawsuits;
- 4) Provide meaningful access to LEP persons;
- 5) Notify beneficiaries of protections under Title VI;
- 6) Provide additional information upon request; and
- 7) Submit a Title VI Program to FTA.

METRO's Title VI Program (*Attachment A*) establishes guidelines to effectively implement, monitor and ensure that METRO is in compliance with all FTA Title VI requirements and regulations under *49 CFR Part 21*.

Title VI and its implementing regulations require that METRO take responsible steps to ensure meaningful access to its benefits, services, information, and other important portions of its programs and activities for individuals who are LEP. According to the Department of Transportation (DOT), public transit is a key means of achieving mobility for many LEP persons. The 2000 Census for the County of Santa Cruz reported that more than 11 percent of LEP persons age 16 years and over reported use of public transit as their primary means of transportation to work, compared with about 4 percent of English speakers. Providing language assistance to persons with limited English proficiency in a competent and effective manner will help ensure that METRO services are safe, reliable, convenient, and accessible to those persons. These efforts may attract riders, who would otherwise be excluded from participating in the service because of language barriers, and will engender riders to continue using the system after they are proficient in English and/or have more transportation options. Leveling the playing field for LEP persons may also help increase and retain ridership among METRO's broader immigrant communities in two important ways: (1) METRO will send a positive message to these individuals that their business is valued; and (2) It will assist METRO to identify the transportation needs of immigrant populations and ensure that METRO's routes, hours, and days of service are responsive to the needs of LEP persons. The languages spoken by the LEP individuals with whom METRO has frequent contact determine the languages into which "vital" documents should be translated.

### **Outreach/Public Comment Period**

During the public comment period, METRO will seek out and consider the viewpoints of minority, low-income and LEP populations in the course of conducting public outreach and involvement activities. METRO will provide oral language assistance and written translation of “vital” documents. Making LEP individuals aware of their rights and services is an important part of “meaningful access”, as lack of awareness may effectively deny LEP individuals meaningful access. To accomplish this, METRO has posted Notices about the Title VI public comment period and the public hearing in both English and Spanish at the transit centers. Additionally, METRO maintains bilingual staff to provide Spanish-speaking interpretation at its Administrative offices and within its Customer Service facility for basic transit questions and trip planning assistance. METRO’s Paratransit service provides Spanish-speaking reservationists to assist Paratransit customers when scheduling a trip. In addition, METRO provides a Spanish interpreter at the first hour of at least one of its Board Meetings every month. If requested, upon notification 24-hours in advance, METRO will provide an interpreter for the entire meeting or any other regular Board Meeting.

All public hearings that require notification to the public shall be posted in English and Spanish. METRO has posted a sign on its official bulletin board at its Administrative offices, which indicates that free language assistance for METRO-related business is available, if requested in a timely manner. To ensure that low-income, minority and LEP individuals have meaningful access to meetings, METRO will hold at least one Board Meeting every month at a varying location throughout its geographic boundaries.

On October 29, 2009, METRO’s proposed Title VI Policy was posted on METRO’s website in English and Spanish under the “Public Hearings” section, as well as the Public Notice opening the 45-day comment period and Public Hearing notification.

METRO’s Public Notice opening the 45-day public comment period and announcing the Public Hearing was published in the *Santa Cruz Sentinel* and the *Watsonville Register-Pajaronian* on November 3, 2009. In addition, in an effort to reach minority and LEP individuals, METRO published the Spanish Notice in *LaGanga*, a local Spanish newspaper on November 6, 2009.

The proposed Title VI Program outlines the process for filing a complaint with METRO or the FTA Civil Rights Office. A Complaint must be filed within 180 days after the date of the alleged discrimination. A Complaint Form, which is included in the Title VI Regulation, can be used to file a Title VI Complaint with METRO. The Title VI Notice *and* Complaint Form are available in English and Spanish on METRO’s website, at transit centers and at METRO’s Administrative offices.

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

No further costs, beyond those incurred for the publication of METRO's Public Notice in general circulation media and minority-focused media.

#### **V. ATTACHMENTS**

- A:** Title VI Program Regulation and Complaint Procedure (English)
- B:** Title VI Program Regulation and Complaint Procedure (Spanish)
- C:** Public Notice: Title VI Program Regulation and Complaint Procedure (English)
- D:** Public Notice: Title VI Program Regulation and Complaint Procedure (Spanish)

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-1XXX DRAFT

Attachment A

Computer Title:

Effective Date:

Pages: 13

**TITLE: TITLE VI PROGRAM REGULATION & COMPLAINT  
PROCEDURE**

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Procedure History

**NEW POLICY**

**SUMMARY OF POLICY**

**APPROVED**

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## **I. POLICY**

- 1.01 The Santa Cruz Metropolitan Transit District (METRO) is committed to ensuring that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any of its programs, activities, or services on the basis of race, color, national origin, age, sex, or sexual orientation. All persons, regardless of their citizenship, are covered under this regulation. In addition, METRO prohibits discrimination on the basis of race, color, national origin, age, sex, or sexual orientation in its employment and business opportunities.
- 1.02 METRO will not condone retaliation against an individual for his/her involvement in asserting his/her rights pursuant to Title VI or because he/she filed a complaint or participated in an investigation under Title VI, and/or this regulation.
- 1.03 As a Federal Transit Administration (FTA) fund recipient, METRO will ensure that its programs, policies and activities comply with the Department of Transportation (DOT) Title VI Regulations of the Civil Rights Act of 1964.
- 1.04 METRO will ensure that the level and quality of its transportation service is provided without regard to race, color, national origin, age, sex, or sexual orientation.
- 1.05 METRO will promote the full and fair participation of all affected populations in the transportation decision-making process.
- 1.06 METRO will prevent the denial, reduction or delay in benefits related to programs and activities that benefit minority populations or low-income populations.
- 1.07 METRO will make good faith efforts to achieve environmental justice as part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, activities, and services on minority populations and low-income populations within METRO's service area.

7.91

- 1.08 METRO will ensure that Limited English Proficient (LEP) individuals have access to METRO's programs, activities, and services.
- 1.09 This Regulation shall be maintained in English and Spanish.

## II. APPLICABILITY

- 2.01 This policy is applicable to all METRO employees, members of the public and all contractors hired by METRO.
- 2.02 Failure of a METRO employee to follow this policy and procedure shall subject such employee to disciplinary action up to and including employment termination.

## III. DEFINITIONS:

- 3.01 **"Adverse Effect"** means having a harmful or undesired effect.
- 3.02 **"Discrimination"** refers to any act or inaction, whether intentional or unintentional, in any program or activity of a Federal aid recipient, sub recipient, or contractor that results in disparate treatment, disparate impact, or perpetuates the effects of prior discrimination based on race, color, national origin, age, sex, or sexual orientation.
- 3.03 **"Limited English Proficient (LEP) Persons"** are individuals for whom English is not their primary language and who have a limited ability to speak, understand, read, or write English. It includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all.
- 3.04 **"Low-Income Population"** means any readily identifiable groups of low-income individuals who live in geographic proximity, and if circumstances warrant, geographically dispersed transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed DOT program, policy, or activity.
- 3.05 **"Minority Individuals"** include the following:
- 1) American Indian and Alaska Native, which refers to people having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
  - 2) Asian, which refers to people having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.
  - 3) Black or African American, which refers to people having origins in any of the Black racial groups of Africa.
  - 4) Hispanic or Latino, which includes people of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

- 5) Native Hawaiian and Other Pacific Islanders, which refers to people having origins in any of the original people of Hawaii, Guam, Samoa, or other Pacific Islands.
- 3.06 **“National Origin”** means the particular nation in which a person was born, or where the person’s parents or ancestors were born.
- 3.07 **“Race”** means a group of people united or classified together on the basis of common history, nationality, or geographic distribution.
- 3.08 **“Recipient”** means one that has received or is receiving Federal financial assistance under the Acts. The term includes subrecipients of a recipient and subrecipients in FTA’s State administered programs.
- 3.09 **“Retaliation”** Any adverse action taken against another individual because of his/her participation in the complaint, investigation, or hearing relating to this policy or the provision of federal or state law.
- 3.10 **“Sex”** refers to the classification of an individual’s gender as either male, or female.
- 3.11 **“Sexual orientation”** refers to an individual’s preference in terms of sexual relationship with others, whether the individual is homosexual, heterosexual, or bisexual.
- 3.12 **“Vital Documents”** are documents that convey information that critically affects the ability of the customer to make informed decisions about his/her participation in the program. (e.g., public notices, consent forms, complaint forms, eligibility rules, notices pertaining to the reduction, denial or termination of services or benefits, right to appeal, and notices informing customers of the availability of free language assistance).

#### **IV. GENERAL REQUIREMENTS AND GUIDELINES**

- 4.01 METRO will carry out its programs, activities, and services in compliance with Title VI of the Civil Rights Act of 1964. METRO or any of its employees will not, on the grounds of race, color, national origin, age, sex, or sexual orientation, exclude any person from participating in, deny the benefits of, or subject him/her to discrimination under any of METRO’s programs, services, or activities.
- 4.02 METRO or any of its employees will not, on the grounds of race, color, national origin, age, sex, or sexual orientation:
- a) Provide any service, financial aid, or benefit that is different from that provided to others;
  - b) Subject an individual to segregation or separate treatment;
  - c) Restrict an individual in the enjoyment of any advantage or privilege enjoyed by others;
  - d) Deny any individual service, financial aid, or benefits under any of METRO’s programs, services, or activities;

- e) Treat individuals differently in terms of whether they satisfy admission or eligibility requirements; and
  - f) Deny an individual the opportunity to participate as a member of a planning or advisory body.
- 4.03 METRO shall evaluate significant system-wide service and fare changes and proposed improvements at the planning and programming stages to determine whether these changes have a discriminatory impact on low-income and Limited English Proficient individuals. This applies to major service changes that affect 25% of service hours of a route.
- 4.04 METRO holds at least one Board Meeting every month at a varying location throughout its geographic boundaries (e.g., Scotts Valley, Watsonville and downtown Santa Cruz) to ensure that all individuals are afforded an opportunity to participate in METRO's transportation decisions.
- 4.05 In addition to all Title VI requirements, METRO provides a Spanish-speaking interpreter at the first hour of at least one of its regular Board Meetings every month, to ensure meaningful participation by persons with Limited English Proficiency. A Spanish-speaking interpreter can be obtained for any of its regular Board Meetings by contacting METRO's Administrative Services Coordinator at (831) 426-6080.
- 4.06 METRO's District Counsel or his/her designee will maintain a list (a minimum of four years in active status) of any Title VI investigations, complaints, or lawsuits filed which allege METRO discriminated against a person or group on the basis of race, color, national origin, age, sex, or sexual orientation. This list will include:
- a) The date the investigation, complaint, or lawsuit was filed;
  - b) A summary of the allegation(s);
  - c) The status of the investigation, complaint, or lawsuit; and
  - d) Any actions, or corrective actions taken by METRO in response to the investigation, complaint, or lawsuit.
- 4.07 METRO will keep the public informed of the protections against discrimination afforded to them by Title VI and METRO's obligations under Title VI by posting this policy, or a *Title VI Policy Statement* (Attachment A), on METRO's website at [www.scmtd.com](http://www.scmtd.com), on transit center bulletin boards and on the official METRO bulletin board, located at METRO's Administrative offices. METRO's *Title VI Policy Statement* (Attachment A) will be posted in English and Spanish at all designated METRO facility locations.
- 4.08 METRO will take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs, activities and services for individuals who are Limited English Proficient (LEP).

- 4.09 METRO will provide information, upon request from FTA, in order to investigate Complaints of discrimination, or to resolve concerns about possible noncompliance with Title VI.
- 4.10 METRO will submit its Title VI Program to the FTA's regional civil rights officer once every three years to ensure compliance with Title VI Requirements.
- 4.11 METRO will ensure that minority and low-income individuals have meaningful access to METRO's programs, activities and services.

## **V. ENVIRONMENTAL JUSTICE REQUIREMENTS**

- 5.01 METRO shall integrate an environmental justice analysis into its National Environmental Protection Act (NEPA) documentation of construction projects. METRO is not required to conduct environmental justice analyses of projects where NEPA documentation is not required. METRO will consider preparing an environmental assessment (EA) or environmental impact statement (EIS) to integrate into its documents the following components:
  - a) A description of the low-income and minority population within the study area affected by the project, and a discussion of the method used to identify this population (e.g., analysis of Census data, direct observation, or a public involvement process);
  - b) A discussion of all adverse effects of the project both during and after construction that would affect the identified minority and low-income populations;
  - c) A discussion of all positive effects of the project that would affect the identified minority and low-income populations, such as improvements in transit service, mobility, or accessibility;
  - d) A description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects, including, but not limited to, any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues; and the replacement of the community resources destroyed by the project;
  - e) A discussion of the remaining effects, if any, and why further mitigation is not proposed; and
  - f) For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, a comparison of mitigation and environmental enhancement actions that affect predominantly low-income and minority areas with mitigation implemented in predominantly non-minority or non-low-income areas.

## **VI. LIMITED ENGLISH PROFICIENT (LEP) INDIVIDUALS AND PUBLIC PARTICIPATION REQUIREMENTS**

- 6.01 METRO will seek out and consider the viewpoints of minority, low-income and Limited English Proficient (LEP) populations in the course of conducting public outreach and involvement activities. METRO's public participation strategy will offer early and continuous opportunities for the public to be involved in the identification of social, economic and environmental impacts of proposed transportation decisions.
- 6.02 METRO will ensure that individuals have access to its programs, activities and services by developing and carrying out the language plan herein. METRO will continually assess the language assistance needs of the population to be served.
- 6.03 METRO will use the following four factors to determine what measures must be undertaken to provide reasonable and meaningful access to LEP individuals.
- a) Languages likely to be encountered and the number or proportion of LEP persons in the eligible service population likely to be affected by the program, activity, or service.
  - b) Frequency with which LEP individuals come into contact with METRO's programs, activities, and services.
  - c) Importance of the program, activity, or service provided by METRO to LEP individual's lives.
  - d) Resources needed to provide effective language assistance and costs.
- 6.04 **ORAL LANGUAGE ASSISTANCE**
- a) METRO maintains bilingual staff to provide Spanish-speaking interpretation at its Administrative offices and within its Customer Service facility for basic transit questions and trip planning assistance.
  - b) METRO's paratransit service provides Spanish-speaking reservationists to assist paratransit customers when scheduling a trip. METRO's ParaCruz Guide is available in Spanish and in large-print Spanish on METRO's website at [www.scmtd.com](http://www.scmtd.com).
  - c) METRO provides a Spanish-speaking interpreter at the first hour of at least one of its Board Meetings every month, which will be extended to the entire meeting if there is a need for such services.
  - d) Upon notification 24-hours in advance, METRO will provide an interpreter at the first Board Meeting, if requested.

**6.05 NOTIFY LEP CUSTOMERS OF AVAILABILITY OF LANGUAGE ASSISTANCE SERVICES**

- a) METRO will post a sign on its official bulletin board at its Administrative offices, which indicates that free language assistance is available, if requested in a timely manner.

**6.06 TRANSLATION OF VITAL DOCUMENTS/WRITTEN LANGUAGE ASSISTANCE**

- a) All public hearings that require notification to the public shall be posted in English and Spanish.
- b) METRO's *Title VI Policy Statement* (Attachment A) and *Complaint Form* (Attachment B) will be available in Spanish on METRO's website at [www.scmtd.com](http://www.scmtd.com), at Transit Centers, and on METRO's official bulletin board.
- c) METRO's *Title VI Policy Statement* (Attachment A) and *Title VI Complaint Form* (Attachment B) have been translated into Spanish and will be posted at transit centers, in transit vehicles, and on the official METRO bulletin board at METRO's Administrative offices.
- d) METRO's *Headways* is provided in English and Spanish.
- e) METRO will post a copy of the Board of Directors Agenda in Spanish on the official METRO bulletin board, located at METRO's Administrative offices.

6.07 METRO will provide written translations of vital documents for each LEP group that constitutes a minimum of 5% of the service area population or consists of at least 1,000 people.

6.08 METRO will hold at least one Board Meeting every month at a varying location throughout its geographic boundaries to ensure that low-income, minority and LEP individuals have meaningful access to these meetings. These locations include Santa Cruz, Scotts Valley and Watsonville.

**VII. COMPLAINTS/LAWSUITS AND APPEALS**

7.01 **How to File a Title VI Complaint with METRO:** Any person who believes that he/she, or as a member of any specific class of individuals, has been subjected to discrimination on the basis of race, color, national origin, age, sex, or sexual orientation, with respect to METRO's programs, activities, services, or other transit related benefits, may file a written Complaint with METRO. A Complaint may be filed by the individual or by a representative. A Complaint must be filed within 180 days after the date of the alleged discrimination, but complainants are encouraged to submit complaints as soon as possible. METRO will promptly investigate all Complaints filed under Title VI.

7.02 Complaint must include the following information:

- a) A Complaint must be in writing and signed and dated by the Complainant or his/her representative before any action can be taken.
- b) A Complaint shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination, including the date, time and location of the incident. The Complaint shall include a description of the program, activity or service on which the alleged discrimination occurred.

7.03 A *Complaint Form* (Attachment B) can be used to file a Title VI complaint with METRO. A *Complaint Form* will be made in an accessible format upon request. A *Complaint Form* can be obtained at the following locations:

- a) At the Santa Cruz METRO website, [www.scmtd.com](http://www.scmtd.com);
- b) By calling Santa Cruz METRO's Administrative Services Coordinator, or his/her designee at (831) 426-6080, (TDD 711 (TTY/voice)) a complaint form can be mailed.

7.04 If the Complaint is received by anyone besides METRO's General Manager, the individual in receipt of the Complaint shall forward it to the General Manager or his/her designee within 2 working days of receipt. The General Manager shall immediately provide a copy of the Complaint to the Chair of the Board of Directors and the METRO Manager responsible for the program, activity, or service that is identified as being out of compliance.

7.05 **METRO's Procedures For Investigating Complaints:** The METRO Manager responsible for the program, activity or service which is alleged to be out of compliance shall promptly investigate the alleged complaint and shall prepare a written response within 10 working days of his/her receipt of the complaint. The Manager may consult with appropriate METRO Staff in the preparation of his/her response to the complaint. The Manager shall forward his/her written response to the General Manager or his/her designee within the designated time frame.

7.06 The General Manager or his/her designee shall then speak (meeting or telephone conversation) with the complainant, at which time the complainant may give written or oral evidence supporting the allegation that his/her rights under Title VI have been violated. The General Manager or his/her designee shall review and consider the response prepared by the Manager identified in Section 7.05, all the information provided by the complainant and any other evidence available regarding the allegations of the complaint. The General Manager or his/her designee shall prepare a written report of his/her findings and if corrective action is required, a timetable for the completion of such action.

7.07 Within 20 working days following receipt of the initial complaint, the General Manager or his/her designee shall inform the complainant of his/her findings and any corrective action to be taken as a result of the complaint together with the timetable for completion of such action.

- 7.08 If the complainant is not satisfied with the findings and/or action of METRO's General Manager or his/her designee, then the complainant may file his/her Complaint with the Chair of the Board of Directors (see Section 7.09 below), or with the FTA's Office of Civil Rights (see Section 7.11 below).
- 7.09 If the complainant chooses to file his/her Complaint with the Chair of the Board of Directors, then the complaint and any supporting documentation should be submitted within 5 working days of his/her receipt of the results of the General Manager's investigation, with the Chair of the Board of Directors by providing it to the Administrative Services Coordinator, or his/her designee, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. Upon review of the file, the Chair of the Board shall notify the complainant of what actions, if any, will be taken as a result of the review by the Chair within 10 working days of the Chair's notification that the complainant is not satisfied with the results of the General Manager's investigation. The decision of the Chair of METRO's Board of Directors shall be final.
- 7.10 Any timeline set forth herein may be extended by the General Manager upon a showing of good cause.
- 7.11 **How to File a Title VI Complaint with the FTA:** Any person who believes that he/she, or as a member of any specific class of individuals, has been subjected to discrimination on the basis of race, color, national origin, age, sex, or sexual orientation, with respect to METRO's programs, activities, or services, or other transit related benefits, may file a written Complaint with FTA. A Complaint may be filed by the individual or by a representative. A Complaint must be filed within 180 days after the date of the alleged discrimination. FTA will promptly investigate all Complaints filed under Title VI in accordance with DOT regulations *49 CFR §§21.11(b) and 21.11(c)*.
- A. A Complaint must include the following information:
- 1) A Complaint must be in writing and signed and dated by the Complainant or his/her representative before any action can be taken.
  - 2) A Complaint shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination, including the date, time and location of the incident. The Complaint shall include a description of the program, activity or service on which the alleged discrimination occurred.
  - 3) **NOTE:** In cases where a Complainant is unable or incapable of providing a written statement, but wishes FTA or DOT to investigate alleged discrimination, a verbal Complaint of discrimination may be made to the FTA Director, Office of Civil Rights. If necessary, the Civil Rights Official will assist the person in converting the verbal Complaint into writing. All Complaints must, however, be signed by the Complainant or his/her representative.

FTA Civil Rights Office Address:

Federal Transit Administration Office of Civil Rights  
**Attn: Title VI Program Coordinator**  
**East Building, 5<sup>th</sup> Floor - TCR**  
**1200 New Jersey Avenue, S.E.**  
**Washington, DC 20590**

**TTY: 1-800-877-8339**

**Voice: 1-866-377-8642**

**FTA.ADAAssistance@dot.gov**

- 7.12 Complaint Acceptance: Once a Complaint has been accepted, FTA will notify METRO that it has been subject to a Title VI Complaint and ask METRO to respond in writing to the Complainant's allegations. Once the Complainant agrees to release the Complaint to METRO, FTA will provide METRO with the Complaint. FTA may choose to close a Complaint if the Complainant does not agree to release the Complaint to METRO. FTA strives to complete a Title VI Complaint investigation within 180 days of the acceptance date of a Complaint.
- 7.13 Investigations: FTA will make a prompt investigation whenever a compliance review, report, Complaint or any other information indicates a possible failure to comply with Title VI Regulations. FTA's investigation will include a review of the pertinent practices and policies of METRO, the circumstances under which the possible noncompliance occurred, and other factors relevant to a determination as to whether METRO has failed to comply with Title VI regulations.
- 7.14 Following the investigation, FTA's Office of Civil Rights will transmit to the Complainant and METRO one of the following three letters based on its findings:
- a) Letter of Resolution: which explains the steps that METRO has taken or promises to take to come into compliance with Title VI.
  - b) Letter of Finding (Compliance): which explains that METRO is found to be in compliance with Title VI. This letter will include an explanation of why METRO was found to be in compliance, and provide notification of the Complainant's appeal rights.
  - c) Letter of Finding (Noncompliance): which explains that METRO is found to be in noncompliance. This letter will include each violation referenced, the applicable regulations, a brief description of proposed remedies, notice of the time limit on the conciliation process, the consequences for failure to achieve voluntary compliance, and an offer of assistance to METRO in devising a remedial plan for compliance.
- 7.15 Appeals Process: The letters of finding and resolution will offer the Complainant and METRO the opportunity to provide additional information that would lead FTA to reconsider its conclusions. FTA requests that the parties in the Complaint provide this

additional information within 60 days of the date of the FTA letter of finding. FTA's Office of Civil Rights will respond to an appeal either by issuing a revised letter of resolution or finding to the appealing party, or by informing the appealing party that the original letter of resolution or finding remains in force.

## **VIII. DEFICIENCIES WITH TITLE VI COMPLIANCE**

- 8.01 Compliance Reviews will be conducted periodically by FTA, as part of its ongoing responsibility pursuant to its authority under *49 CFR §21.11(a)*.
- 8.02 If FTA determines that METRO is in noncompliance with Title VI, it will transmit a *Letter of Finding* that describes FTA's determination and requests that METRO voluntarily take corrective action(s) which FTA deems necessary and appropriate.
- 8.03 METRO will submit a remedial action plan including a list of planned corrective actions and, if necessary, sufficient reasons and justification for FTA to reconsider any of its findings or recommendations within 30 days of receipt of FTA's *Letter of Finding*.

## **IX. ADMINISTRATION OF REGULATION**

- 9.01 METRO will integrate the provisions within its Title VI Program into all programs, activities, and services provided by METRO's Fixed Route service, Paratransit service and METRO facilities.
- 9.02 METRO will integrate the Title VI Program into its policies and procedures.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



## **TITLE VI POLICY STATEMENT**

The Santa Cruz Metropolitan Transit District (METRO) is committed to providing public transportation in an environment that is free from discrimination on the basis of race, color, national origin, age, sex, or sexual orientation. METRO operates its programs, activities and services without regard to race, color, national origin, age, sex, or sexual orientation.

As a Federal Transit Administration (FTA) fund recipient, METRO will ensure that its programs, policies and activities comply with Title VI of the Civil Rights Act of 1964, as amended, and Department of Transportation regulations.

Any person who believes that he/she, has been subjected to discrimination on the basis of race, color, national origin, age, sex, or sexual orientation, with respect to METRO's programs, activities, services, or other transit related benefits, may file a Title VI complaint. Complaints must be filed in writing and signed by the complainant, or a representative, and should include the complainants name, address, and telephone number or other means by which the complainant can be contacted. Complaints must be filed within 180 days of the date of the alleged discriminatory act.

To request additional information on METRO's non-discrimination obligations or to file a Title VI Complaint, please submit your request or complaint in writing to:

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

\*Complaint Forms can also be obtained on METRO's website [www.scmtd.com](http://www.scmtd.com)

Federal Transit Administration (FTA) Title VI Complaints may be filed directly to:

Federal Transit Administration Office of Civil Rights  
Title VI Program Coordinator  
East Building, 5<sup>th</sup> Floor – TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

# Santa Cruz Metropolitan Transit District TITLE VI DISCRIMINATION COMPLAINT FORM

Complainant's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Date of Violation: \_\_\_\_\_ Time of Violation: \_\_\_\_\_

Date of Complaint: \_\_\_\_\_

Place of Violation: \_\_\_\_\_

Bus Number:\*\* \_\_\_\_\_ Bus Route:\*\* \_\_\_\_\_

Discrimination because of:  Race  Color  National Origin  
 Age  Sex  Sexual Orientation

Please provide the name(s) of the METRO Directors, employees, and agents who allegedly discriminated against you, including their job titles (if known).

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

Identify what METRO service, program, or activity did not comply with Title VI of the Civil Rights Act of 1964.

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

Identify individuals by name, address and phone number that have information relating to the violation.

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

Explain as clearly as possible what happened, how you feel you were discriminated against and who was involved. Please include how other individuals were treated differently from you.\*

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

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

\*You may use additional sheets of paper, if necessary.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Número de Reglamento: AR-1XXX DRAFT

Attachment **B**

Título de Computadora:

Fecha Efectiva:

Páginas: 13

**TÍTULO: REGLAMENTO DEL PROGRAMA Y DEL PROCEDIMIENTO DE QUEJAS DE TÍTULO VI**

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Historia de Procedimiento

**NUEVA POLÍTICA**

**RESUMEN DE LA POLÍTICA**

**APROBADO**

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## I. POLÍTICA

- 1.01 El Distrito de Tránsito Metropolitano de Santa Cruz (METRO) se compromete a garantizar que ninguna persona sea excluida de participar en, negársele los beneficios de, o sujeto a discriminación bajo cualquiera de sus programas, actividades o servicios sobre la base de raza, color, origen nacional, edad, sexo u orientación sexual. Todas las personas, independientemente de su nacionalidad, están cubiertas por el presente Reglamento. Además, METRO prohíbe la discriminación por motivos de raza, color, origen nacional, edad, sexo u orientación sexual en su empleo y oportunidades de negocio.
- 1.02 METRO no tolerará represalias contra un individuo por su participación en la afirmación de sus derechos conforme con el Título VI, o porque él / ella presentó una queja o participo en una investigación en virtud del Título VI, y / o el presente Reglamento.
- 1.03 Como recipientes de fondos de la Administración Federal de Tránsito (FTA), METRO asegurará que sus programas, políticas y actividades cumplan con los Reglamentos del Departamento de Transporte (DOT) del Título VI del Acta de Derechos Civiles de 1964.
- 1.04 METRO asegurará que el nivel y la calidad de su servicio de transporte se ofrezca sin distinción de raza, color, origen nacional, edad, sexo u orientación sexual..
- 1.05 METRO promoverá la participación plena y equitativa de todas las poblaciones afectadas en el proceso de decisiones de transporte.
- 1.06 METRO impedirá la denegación, reducción o retraso en los beneficios relacionados con los programas y actividades que son de beneficio a las poblaciones minoritarias o de las poblaciones de bajos ingresos.
- 1.07 METRO hará esfuerzos de buena fe para lograr la justicia ambiental como parte de su misión identificando y abordando, según correspondan, efectos adversos desproporcionadamente altos a la salud humana o al ambiente resultando de sus

programas, actividades y servicios en las poblaciones minoritarias y poblaciones de bajos ingresos dentro del área de servicio de METRO.

- 1.08 METRO asegurará que individuos con Proficiencia Limitada en Inglés (LEP) tengan acceso a los programas, actividades y servicios de METRO.
- 1.09 El presente Reglamento se mantendrán en inglés y español.

## II. APLICABILIDAD

- 2.01 Esta política es aplicable a todos los empleados de METRO, los miembros del público y de todos los contratistas empleados por METRO.
- 2.02 Falta de seguir esta política y procedimiento de un empleado de METRO objetará a dicho empleado a acción disciplinaria hasta e incluyendo terminación de empleo.

## III. DEFINICIONES:

- 3.01 **“Efecto Adverso”** significa tener un efecto perjudicial o no deseado.
- 3.02 **“Discriminación”** se refiere a cualquier acto u omisión, intencional o no intencional, en cualquier programa o actividad de un recipiente de ayuda federal, sub-receptor, o contratista, que resulte en el trato desigual, impacto desigual, o que perpetúa los efectos de previa discriminación basada en la raza, color, origen nacional, edad, sexo u orientación sexual..
- 3.03 **“Personas de Proficiencia Limitada en Inglés (LEP)”** son personas para las que inglés no es su lengua materna y que tienen una capacidad limitada para hablar, entender, leer o escribir en inglés. Incluye a las personas que reportaron el Censo de EE.UU. que no hablan bien el idioma Inglés, o no hablan inglés en total.
- 3.04 **“Población de Bajos Ingresos”** se refiere a cualquier grupo fácilmente identificable de personas de bajos ingresos que viven en la proximidad geográfica, y si las circunstancias lo justifican, personas transeúntes dispersas geográficamente (como trabajadores emigrantes o Nativos Americanos) que serán igualmente afectados por una propuesta de programa, política, o actividad del DOT.
- 3.05 **“Individuos de las Minorías”** incluyen las siguientes:
  - 1) Indios Americanos y Nativos de Alaska, que se refiere a las personas con orígenes en cualquiera de los pueblos originarios de América del Norte y América del Sur (incluyendo América Central), y que mantiene afiliación tribal o de comunidad.
  - 2) Asiáticos, que se refiere a las personas con orígenes en cualquiera de los pueblos originales del Lejano Oriente, el sudeste Asiático o el subcontinente Indio.
  - 3) Afro-Americanos, que se refiere a las personas con orígenes en cualquiera de los grupos raciales Negros de África.

- 4) Hispanos o Latinos, que incluyen a personas de Cuba, México, Puerto Rico, Sudamérica o Centroamérica, o de cualquier otra cultura u origen española, independientemente de la raza.
  - 5) Nativos de Hawai y otras Islas del Pacífico, que se refiere a las personas con orígenes en cualquiera de las personas originarias de Hawai, Guam, Samoa u otras Islas del Pacífico.
- 3.06 **“Origen Nacional”** se refiere a la nación en particular en el que una persona nació o donde nacieron los padres o antecesores de la persona.
- 3.07 **“Raza”** es un grupo de personas unidas o clasificadas juntas en base de la historia común, la nacionalidad, o la distribución geográfica.
- 3.08 **“Recipiente”** es uno que ha recibido o está recibiendo asistencia financiera federal en virtud de las leyes. El término incluye a los sub-beneficiarios de un recipiente y los sub-beneficiarios en los programas administrados del Estado de FTA.
- 3.09 **“Represalia”** Cualquier acción adversa en contra de otro individuo a causa de su participación en la denuncia, la investigación, o audiencia relacionada con esta política o la disposición de la ley federal o estatal.
- 3.10 **“Sexo”** se refiere a la clasificación de género de un individuo ya sea masculino o femenino.
- 3.11 **“Orientación Sexual”** se refiere a la preferencia de un individuo en términos de relación sexual con otros, si la persona es homosexual, heterosexual o bisexual.
- 3.12 **“Documentos Vitales”** son documentos que transmiten la información que afecta gravemente la capacidad de los clientes al tomar decisiones informadas sobre su participación en el programa. (por ejemplo, avisos públicos, formularios de consentimiento, formularios de quejas, normas de elegibilidad, los anuncios relativos a la reducción, la denegación o cancelación de servicios o beneficios, el derecho a apelar, y las comunicaciones informando a los clientes de la disponibilidad de la asistencia lingüística gratuita).

#### IV. REQUISITOS Y DIRECTRICES GENERALES

- 4.01 METRO llevará a cabo sus programas, actividades y servicios de conformidad con el Título VI del Acta de Derechos Civiles de 1964. METRO o cualquiera de sus empleados no excluirá a ninguna persona de participar en, negar los beneficios de, ni sujetar a él / ella a discriminación en cualquiera de los programas, servicios o actividades de METRO por motivos de raza, color, origen nacional, edad, sexo u orientación sexual..
- 4.02 METRO o cualquiera de sus empleados, no harán lo siguiente por motivos de raza, color, origen nacional, edad, sexo u orientación sexual.:
- a) Proporcionar cualquier servicio, ayuda financiera, o beneficio que es diferente de lo previsto para los demás;

- b) Someter a una persona a segregación o tratamiento separado;
  - c) Limitar a un individuo en el disfrute de cualquier ventaja o privilegio disfrutado por los demás;
  - d) Negar cualquier servicio individual, ayuda financiera, o beneficios en virtud de cualquiera de los programas, servicios o actividades de METRO;
  - e) Tratar a las personas de manera diferente en función de si cumplen los requisitos de admisión o de elegibilidad; y
  - f) Negar a una persona la oportunidad de participar como miembro de un órgano de planificación o consultivo.
- 4.03 METRO deberá evaluar el sistema de servicio a escala significativa y cambios en las tarifas y las mejoras propuestas en las etapas de planificación y programación para determinar si estos cambios tienen un efecto discriminatorio sobre los bajos ingresos y personas de Proficiencia Limitada en Inglés. Esto se aplica a cambios en los servicios principales que afectan a 25% de las horas de servicio de una ruta.
- 4.04 METRO celebra al menos una reunión de la Junta cada mes en lugares distintos a lo largo de sus fronteras geográficas (por ejemplo, Scotts Valley, Watsonville y el centro de Santa Cruz) para garantizar que todas las personas tengan la oportunidad de participar en las decisiones de transporte de METRO.
- 4.05 Además de todos los requisitos del Título VI, METRO proporciona un intérprete de español en la primera hora de al menos una de sus reuniones periódicas de la Junta cada mes, para asegurar una participación significativa de las personas con Proficiencia Limitada en Inglés. Puede obtener un intérprete de español para cualquiera de sus reuniones periódicas de la Junta poniéndose en contacto con el Coordinador de Servicios en la Administración de METRO al (831) 426-6080.
- 4.06 La Abogada del Distrito de METRO o su designado, mantendrá una lista (un mínimo de cuatro años en estado activo) de las investigaciones del Título VI, quejas o demandas presentadas que alegan que METRO discriminó contra una persona o grupo sobre la base de raza, color, origen nacional, edad, sexo u orientación sexual.. Esta lista incluye:
- a) La fecha que fue presentada la investigación, denuncia o querella;
  - b) Un resumen de la denuncia (s);
  - c) El estado de la investigación, denuncia o querella, y
  - d) Cualesquiera medidas o acciones correctivas adoptadas por METRO en respuesta a la investigación, denuncia o demanda.
- 4.07 METRO mantendrá informado al público de las protecciones contra la discriminación que les ofrece el Título VI y las obligaciones de METRO en el Título VI mediante la publicación de esta política, o Aviso de Título VI (Anexo A), en la página web de METRO, [www.scmtd.com](http://www.scmtd.com), sobre los tableros de anuncios del Centro de Tránsito y en el

tablón de anuncios oficial de METRO ubicado en las oficinas de Administración de METRO. Aviso de Título VI de METRO (Anexo A) será publicada en inglés y español en todos los lugares de instalación designados de METRO.

- 4.08 METRO tomará las medidas responsables para garantizar un acceso significativo a los beneficios, servicios, información y otras partes importantes de sus programas, actividades y servicios para personas que son de Proficiencia Limitada en Inglés (LEP).
- 4.09 METRO proporcionará la información, a petición del FTA, a fin de investigar las denuncias de discriminación, o para resolver las preocupaciones acerca de posibles incumplimientos con el Título VI.
- 4.10 METRO presentará su Programa de Título VI al oficial de la región de derechos civiles del FTA, una vez cada tres años para garantizar el cumplimiento con los Requisitos de Título VI.
- 4.11 METRO asegurará que las minorías y las personas de bajos ingresos tengan acceso significativo a los programas, actividades y servicios METRO.

## **V. REQUISITOS DE JUSTICIA AMBIENTAL**

- 5.01 METRO deberá integrar un análisis de justicia ambiental en su documentación del Programa Nacional de Protección Ambiental (NEPA) de los proyectos de construcción. METRO no está obligado a realizar análisis de justicia ambiental en los proyectos donde la documentación de NEPA no es necesaria. METRO considerará la preparación de una evaluación ambiental (EA) o la declaración de impacto ambiental (EIS) para integrar en sus documentos los siguientes componentes:
  - a) Una descripción de la población minoritaria y de bajos ingresos dentro de las áreas de estudio afectadas por el proyecto, y una discusión sobre el método utilizado para identificar a esta población (por ejemplo, el análisis de los datos del Censo, la observación directa, o un proceso de participación pública);
  - b) Una discusión de todos los efectos adversos del proyecto, tanto durante como después de la construcción que afecte a las poblaciones minoritarias y de bajos ingresos identificados;
  - c) Una discusión de todos los efectos positivos del proyecto que afectaría a las poblaciones minoritarias y de bajos ingresos identificados, tales como mejoras en el servicio de tránsito, la movilidad o accesibilidad;
  - d) Una descripción de todas las acciones de mitigación y mejoramiento ambiental incorporado en el proyecto para abordar los efectos adversos, incluyendo pero no limitado a, todas las características especiales del programa de reubicación que van más allá de los requisitos de la Ley Uniforme de Reubicación y abordar los efectos adversos de la comunidad tales como el tema de separación o de la cohesión, y la sustitución de los recursos de la comunidad destruidos por el proyecto;

- e) Una discusión de los efectos restantes, si los hubiere, y por qué no es propuesta más mitigación, y
- f) Para los proyectos que atraviesan zonas predominantemente de minorías y de bajos ingresos y proyectos en zonas de predominantemente no-minorías y no-bajos ingresos, una comparación de las acciones de mitigación y mejoramiento del medio ambiente que afectan a zonas predominantemente de bajos ingresos y de minorías con las mitigaciones aplicadas en zonas predominantemente de no-minorías y de no-bajos ingresos.

## **VI. PERSONAS DE PROFICIENCIA LIMITADA EN INGLES (LEP) Y REQUISITOS DE PARTICIPACIÓN PÚBLICA**

- 6.01 METRO buscará y examinará los puntos de vista de la población de minorías, de bajos ingresos y de Proficiencia Limitada en Inglés (LEP) en el curso de la realización de actividades de divulgación y actividades de participación. La estrategia de participación pública de METRO ofrecerá oportunidades tempranas y continuas para que el público participe en la identificación de los impactos sociales, económicos y ambientales de las decisiones de transporte propuestas.
- 6.02 METRO asegurará que las personas tengan acceso a sus programas, actividades y servicios mediante el desarrollo y ejecución del plan de idioma en el mismo. METRO continuamente evaluará la necesidad de la asistencia lingüística de la población servida.
- 6.03 METRO utilizará los siguientes cuatro factores para determinar qué medidas deben llevarse a cabo para proporcionar un acceso razonable y significativo para las personas LEP.
  - a) Idiomas susceptibles de ser encontrados y el número o la proporción de personas LEP en la población de servicios elegibles que podrían verse afectados por el programa, actividad o servicio.
  - b) Frecuencia con la que los individuos con LEP entran en contacto con los programas, actividades y servicios de METRO.
  - c) Importancia del programa, actividad o servicio prestado por METRO a las vidas individuales de los LEP.
  - d) Los recursos necesarios para prestar asistencia eficaz de las lenguas y los costos.
- 6.04 **ASISTENCIA DE LENGUAJE ORAL**
  - a) METRO mantiene personal bilingüe para proporcionar interpretación a español en sus oficinas administrativas y en sus facilidades de Servicio al Cliente para las preguntas básicas de tránsito y asistencia para la planificación del viaje.

- b) Servicio de paratransito de METRO ofrece reservacionistas de habla hispana para ayudar a los clientes de paratransito al programar un viaje. La Guía de METRO ParaCruz está disponible en español y en gran impresión (español) en la página web de METRO en [www.scmttd.com](http://www.scmttd.com).
- c) METRO proporciona un intérprete de habla hispana en la primera hora de al menos una de sus Reuniones de la Junta cada mes, que se extenderá a toda la reunión, si hay una necesidad de tales servicios.
- d) Tras la notificación de 24 horas de antelación, METRO proporcionará un intérprete en la primera reunión de la Junta, si así lo solicita.

**6.05 NOTIFICAR A CLIENTES LEP DE LA DISPONIBILIDAD DE SERVICIOS DE ASISTENCIA DE LENGUAJE**

- a) METRO publicará un cartel en su tablón oficial de anuncios en sus oficinas administrativas indicando que la asistencia lingüística gratuita está disponible, si lo solicita en forma oportuna.

**6.06 TRADUCCIÓN DE DOCUMENTOS DE VITALES / ASISTENCIA DE LENGUA ESCRITA**

- a) Todas las audiencias públicas que requieren notificación al público serán publicadas en inglés y español.
- b) *Aviso de Título VI* de METRO (Anexo A) y *Formulario de Quejas* (Anexo B) estarán disponibles en español en el sitio web de METRO, [www.scmttd.com](http://www.scmttd.com), en los Centros de Tránsito y el tablón oficial de anuncios de METRO.
- c) *Aviso de Título VI* de METRO (Anexo A) y *Formulario de Quejas* (Anexo B) han sido traducidos al español y se publicarán en los centros de tránsito, en los vehículos de tránsito, y en el tablón oficial de anuncios en las oficinas de Administración de METRO.
- d) Headways de METRO se ofrece en inglés y español.
- e) METRO publicará una copia del Programa de la Junta de Directores en español en el tablón oficial de METRO, ubicado en las oficinas de Administración de METRO.

6.07 METRO proporcionará traducciones escritas de documentos vitales para cada grupo de LEP que constituye un mínimo del 5% de la población del área de servicio o se compone de al menos 1,000 personas.

6.08 METRO celebrará al menos una reunión de la Junta cada mes en lugares distintos a lo largo de sus fronteras geográficas para garantizar que personas de bajos recursos, minorías y LEP tengan acceso a estas juntas. Estos lugares incluyen Santa Cruz, Scotts Valley y Watsonville.

## VII. QUEJAS / JUICIOS Y APELACIONES

- 7.01 **Cómo presentar una queja de Título VI con METRO:** Cualquier persona que cree que él / ella, o como miembro de cualquier categoría específica de personas, ha sido objeto de discriminación por motivos de raza, color, origen nacional, edad, sexo u orientación sexual, con respecto a los programas, actividades, servicios u otros beneficios de METRO relacionados con el tránsito, puede presentar una Queja por escrito con METRO. Una Queja puede ser presentada por el individuo o por un representante. Una Queja debe ser presentada dentro de 180 días después de la fecha de la supuesta discriminación, pero se les anima a los denunciantes presentar las quejas tan pronto como sea posible. METRO investigará de inmediato todas las Quejas presentadas en virtud del Título VI.
- 7.02 **La Queja debe incluir la siguiente información:**
- a) Una Queja debe ser por escrito y firmado y fechado por el Demandante o su representante antes de cualquier acción puede ser tomada.
  - b) Una Queja debe indicar por la medida posible, los hechos y circunstancias que rodearon la presunta discriminación, incluyendo la fecha, hora y lugar del incidente. La Queja deberá incluir una descripción del programa, actividad o servicio en el que ocurrió la presunta discriminación.
- 7.03 El *Formulario de Quejas* (Anexo B) se puede utilizar para presentar una Queja de Título VI de METRO. El *Formulario de Quejas* se hará en un formato accesible a petición. El *Formulario de Quejas* se puede obtener en los siguientes lugares:
- a) En la página web del METRO Santa Cruz, [www.scmttd.com](http://www.scmttd.com);
  - b) Llamando al Coordinador de Servicios Administrativos de Santa Cruz METRO, o su designado al (831) 426-6080, (TDD 711 (TTY / Voz)) un formulario de queja puede ser enviada por correo.
- 7.04 Si la Queja es recibida por alguien aparte del Gerente General de METRO, la persona en recepción de la Queja la remitirá al Gerente General o su designado dentro de 2 días hábiles de su recepción. El Gerente General proporcionará inmediatamente una copia de la Queja al Presidente de la Junta de Directores y al Administrador del METRO responsable por el programa, actividad o servicio que se identifica como fuera de cumplimiento.
- 7.05 **Procedimientos de METRO Para Investigar las Denuncias:** el Administrador del METRO responsable por el programa, actividad o servicio que se supone que esta fuera de cumplimiento investigará sin demora la supuesta denuncia y preparará una respuesta por escrito dentro de 10 días hábiles de su recepción de la reclamación. El Administrador puede consultar con el personal de METRO adecuada en la preparación de su respuesta a la queja. El Administrador remitirá su respuesta por escrito al Gerente General o su designado dentro del marco de tiempo designado.
- 7.06 El Gerente General o su designado deberá entonces hablar (en persona o conversación telefónica) con el demandante, en cuyo momento el demandante puede dar testimonio

oral o por escrito en apoyo a la alegación de que sus derechos en virtud del Título VI han sido violados. El Gerente General o su designado deberá revisar y considerar la respuesta preparada por el Administrador identificado en la Sección 7.05, toda la información proporcionada por el denunciante y cualquier otra evidencia disponible sobre los alegatos de la queja. El Gerente General o su designado deberá elaborar un informe escrito de sus conclusiones y si se requieren medidas correctivas, un calendario para la realización de dicha acción.

- 7.07 Dentro de 20 días hábiles siguientes a la recepción de la denuncia inicial, el Gerente General o su designado deberán informar al demandante de sus conclusiones y las medidas correctivas que deben adoptarse como consecuencia de la denuncia junto con el calendario para la realización de dicha acción.
- 7.08 Si el demandante no está satisfecho con los resultados y / o acción de Gerente General de METRO, o su designado, entonces el demandante puede presentar su Queja con el Presidente de la Junta Directiva (véase la sección 7.09 más adelante), o con la Oficina de Derechos Civiles del FTA (vea la sección 7.11 más adelante).
- 7.09 Si el demandante opta por presentar su Queja con el Presidente de la Junta de Directores, entonces la denuncia y la documentación justificativa debe presentarse dentro de los 5 días hábiles de su recepción de los resultados de la investigación del Gerente General, con el Presidente de la Junta de Directores, proporcionándole al Coordinador de Servicios Administrativos, o su designado, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. Tras examinar el expediente, el Presidente de la Junta notificará al denunciante de las acciones que, en su caso, se tomará como resultado de la revisión por el Presidente dentro de 10 días hábiles de la notificación del Presidente de que el denunciante no está satisfecho con los resultados de la investigación del Gerente General. La decisión del Presidente de la Junta Directiva de METRO será definitiva.
- 7.10 Cualquier plazo establecido en el presente documento podrá ser prorrogado por el Gerente General en una muestra de una buena causa.
- 7.11 **Cómo Presentar una Queja de Título VI con el FTA:** Cualquier persona que cree que él / ella, o como miembro de cualquier categoría específica de personas, ha sido objeto de discriminación por motivos de raza, color, origen nacional, edad, sexo u orientación sexual, con respecto a los programas, actividades o servicios de METRO, o de otros beneficios conexos de tránsito, puede presentar una Queja por escrito al FTA. Una Queja puede ser presentada por el individuo o por un representante. Una Queja debe ser presentada dentro de 180 días después de la fecha de la supuesta discriminación. FTA investigará de inmediato todas las denuncias presentadas en virtud del Título VI, de conformidad con las regulaciones del DOT 49 CFR § § 21.11 (b) y 21.11 (c).

A. La Queja debe incluir la siguiente información:

- 1) Una Queja debe ser por escrito y firmado y fechado por el demandante o su representante antes de que cualquier acción puede ser tomada.

- 2) La Queja debe indicar, por la medida posible, los hechos y circunstancias que rodearon la presunta discriminación, incluyendo la fecha, hora y lugar del incidente. La Queja deberá incluir una descripción del programa, actividad o servicio en el que ocurrió la presunta discriminación.
- 3) NOTA: En casos donde un demandante no puede o no es capaz de proporcionar una declaración por escrito, pero desea que el FTA o el DOT investigue la supuesta discriminación, una Queja verbal de la discriminación puede ser introducida al Director del FTA, Oficina de Derechos Civiles. Si es necesario, el Oficial de Derechos Civiles ayudará a la persona a convertir la queja verbal en escrito. Todas las quejas tienen que ser firmadas por el demandante o su representante.

Dirección de la Oficina de Derechos Civiles del FTA:

Federal Transit Administration Office of Civil Rights  
**Attn: Title VI Program Coordinator**  
**East Building, 5<sup>th</sup> Floor - TCR**  
**1200 New Jersey Avenue, S.E.**  
**Washington, DC 20590**

**TTY: 1-800-877-8339**

**Voice: 1-866-377-8642**

**[FTA.ADAAssistance@dot.gov](mailto:FTA.ADAAssistance@dot.gov)**

- 7.12 Aceptación de Quejas: Una vez que una Queja ha sido aceptada, el FTA notificará a METRO que ha sido objeto de una Queja de Título VI y le pedirá a METRO que responda por escrito a las alegaciones del Demandante. Una vez que el Demandante este de acuerdo de liberar la Queja al METRO, el FTA le dará la Queja a METRO. El FTA puede optar por cerrar una Queja si el Demandante no está de acuerdo en liberar la demanda al METRO. El FTA se esforzará para completar una investigación de una Queja de Título VI dentro de 180 días a partir de la fecha de aceptación de la Queja.
- 7.13 Investigaciones: El FTA hará una investigación rápida cada vez que una revisión de cumplimiento, informe, denuncia o cualquier otra información que indique un posible fracaso de cumplimiento con los Reglamentos del Título VI. La investigación del FTA incluirá una revisión de las prácticas pertinentes y las políticas de METRO, las circunstancias en que ocurrió el posible incumplimiento, y otros factores relevantes para una determinación en cuanto a si METRO ha dejado de cumplir con las regulaciones del Título VI.
- 7.14 Tras la investigación, la Oficina de Derechos Civiles del FTA transmitirá al Demandante y a METRO una de las siguientes tres cartas basadas en sus conclusiones:
  - a) Carta de Resolución: explica los pasos que ha tomado METRO, o se compromete a tomar para entrar en cumplimiento con el Título VI.

- b) Carta de Encuentro (Cumplimiento): explica que METRO se encuentra en cumplimiento con el Título VI. Esta carta incluirá una explicación de por qué METRO se encontró en el cumplimiento, y proporcionará una notificación al Demandante de sus derechos de apelación.
- c) Carta de Encuentro (Incumplimiento): explica que METRO se encuentra en incumplimiento. Esta carta incluirá cada violación de referencia, la normativa aplicable, una breve descripción de las soluciones propuestas, conocimiento del límite de tiempo en el proceso de conciliación, las consecuencias para el fracaso de lograr el cumplimiento voluntario, y una oferta de asistencia a METRO en la elaboración de un plan de rehabilitación para su cumplimiento.

7.15 Proceso de Apelación: Las cartas de encuentro y resoluciones ofrecerán al Demandante y a METRO la oportunidad de proporcionar información adicional que llevaría al FTA reconsiderar su conclusión. El FTA pide que las partes en la Queja proporcionen esta información adicional dentro de 60 días de la fecha de la carta de encuentro. La Oficina de Derechos Civiles del FTA responderá a una apelación, ya sea mediante la emisión de una carta de revisión de la resolución o conclusión a la parte apelante, o informando a la parte apelante de que la carta original de la resolución o la búsqueda sigue en vigor.

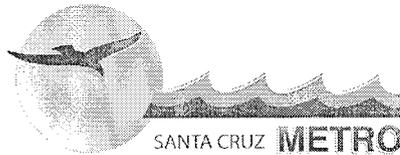
## VIII. DEFICIENCIAS DE CUMPLIMIENTO CON TÍTULO VI

- 8.01 Revisiones de Cumplimiento se llevarán a cabo periódicamente por el FTA, como parte de su responsabilidad permanente conforme con su autoridad en virtud de *49 CFR § 21.11 (a)*.
- 8.02 Si el FTA determina que METRO se encuentra en incumplimiento con el Título VI, se remitirá una *Carta de Encuentro* que describe la determinación del FTA y pide que METRO adopte voluntariamente medidas correctivas (s) que el FTA considera necesarias y apropiadas.
- 8.03 METRO presentará un plan de medidas correctivas, incluso una lista de acciones correctivas planeadas y, de ser necesario, las razones suficientes y justificadas para que el FTA reconsidere cualquier de sus conclusiones o recomendaciones en un plazo de 30 días de recibo de la *Carta de Encuentro* del FTA.

## IX. ADMINISTRACIÓN DEL REGLAMENTO

- 9.01 METRO integrará las disposiciones dentro de su Programa de Título VI en todos los programas, actividades y servicios prestados por el servicio de ruta fija de METRO, servicio de Paratrásito e instalaciones de METRO.
- 9.02 METRO integrará el programa del Título VI, en sus políticas y procedimientos.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



## DECLARACIÓN DE POLÍTICA DE TÍTULO VI

El Distrito de Tránsito Metropolitano de Santa Cruz (METRO) se compromete a proporcionar medios de transporte público en un ambiente libre de discriminación por motivos de raza, color, origen nacional, edad, sexo u orientación sexual.. METRO opera sus programas, actividades y servicios, sin distinción de raza, color, origen nacional, edad, sexo u orientación sexual..

Como recipientes de fondos de la Administración Federal de Tránsito (FTA), METRO asegurará que sus programas, políticas y actividades cumplan con el Título VI del Acta de Derechos Civiles de 1964, según enmendada, y las regulaciones del Departamento de Transporte.

Cualquier persona que cree que él / ella, ha sido objeto de discriminación por motivos de raza, color, origen nacional, edad, sexo u orientación sexual, con respecto a los programas, actividades, o servicios de METRO u otras prestaciones relacionadas con el tránsito, puede presentar una Queja de Título VI. Las quejas deberán presentarse por escrito y ser firmadas por el demandante, o un representante, y deberán incluir el nombre de los denunciantes, dirección y número de teléfono u otro medio por el cual el demandante puede ser contactado. Las quejas deberán presentarse dentro de los 180 días de la fecha del presunto acto discriminatorio.

Para solicitar información adicional sobre las obligaciones sobre discriminación de METRO o para presentar una queja del Título VI, por favor envíe su solicitud o queja por escrito a:

**Santa Cruz Metropolitan Transit District**  
Attn: Gerente General  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

\*Formularios de Quejas también se pueden obtener por la página web de METRO en [www.scmttd.com](http://www.scmttd.com)

Quejas de Título VI de la Administración Federal de Tránsito (FTA) pueden ser presentadas directamente a:

Federal Transit Administration Office of Civil Rights  
Title VI Program Coordinator  
East Building, 5<sup>th</sup> - TCR  
1200 New Jersey Avenue, SE  
Washington, DC 20590

**Santa Cruz Metropolitan Transit District**  
**FORMULARIO DE QUEJAS DE DISCRIMINACIÓN DE TÍTULO VI**

Nombre del Demandante: \_\_\_\_\_

Dirección: \_\_\_\_\_

Ciudad / Estado / Código Postal: \_\_\_\_\_

Teléfono: \_\_\_\_\_ Dirección de E-mail: \_\_\_\_\_

Fecha de Violación: \_\_\_\_\_ Hora de Violación: \_\_\_\_\_

Fecha de la Queja: \_\_\_\_\_

Lugar de Violación: \_\_\_\_\_

Número de Autobús: \*\* \_\_\_\_\_ Ruta de Autobús: \*\* \_\_\_\_\_

Discriminación por motivo de:  Raza  Color  Origen Nacional  
 Edad  Sexo  Orientación Sexual

Por favor, indique el nombre(s) de Directores, empleados o agentes de METRO que presuntamente han discriminado contra usted, incluyendo sus títulos de trabajo (si se conoce).

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

Identifique cual de los servicios, programas, o actividades de METRO no cumplen con el Título VI del Acta de Derechos Civiles de 1964.

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

Identifique a las personas por su nombre, dirección y número de teléfono que disponen de información relativa a la violación.

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

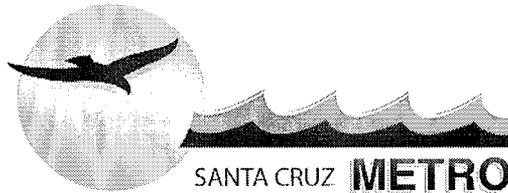
Explique lo más claramente posible lo que ocurrió, cómo siente que fue discriminado y quien estuvo involucrado. Favor de incluir cómo otras personas fueron tratadas de manera diferente a usted. \*

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

Firma del Demandante: \_\_\_\_\_ Fecha: \_\_\_\_\_

\* Puede usar hojas de papel adicionales si es necesario.

Anexo B  
7.613



**PUBLIC NOTICE**  
**TITLE VI PROGRAM REGULATION AND**  
**COMPLAINT PROCEDURE**

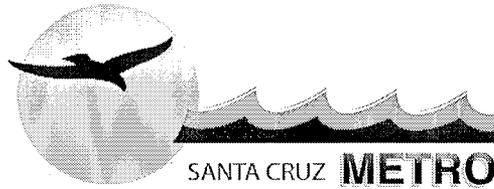
The Santa Cruz Metropolitan Transit District (METRO) is committed to providing public transportation in an environment that is free from discrimination on the basis of race, color, national origin, age, sex, or sexual orientation. METRO operates its programs, activities and services without regard to race, color, national origin, age, sex, or sexual orientation. As a Federal Transit Administration (FTA) fund recipient, METRO will ensure that its programs, policies, and activities comply with Title VI of the Civil Rights Act of 1964, as amended, and Department of Transportation regulations.

Notice is hereby given that METRO's proposed Title VI Program Regulation and Complaint Procedure will be available for public inspection at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, from 8 am to 5 pm, Monday through Friday, for 45 days from November 1, 2009 through December 15, 2009. Beginning December 4, 2009, METRO's Administrative Offices will be relocated to 110 Vernon Street, Santa Cruz, CA 95060. It is also available on METRO's website for review, [www.scmttd.com](http://www.scmttd.com).

METRO will accept written comments on METRO's Title VI Program Regulation and Complaint Procedure for 45 days from November 1, 2009 through December 15, 2009. Comments should be submitted to Les White, General Manager, at the address listed above, or by email: [lwhite@scmttd.com](mailto:lwhite@scmttd.com).

In addition, there will be a Public Hearing on METRO's proposed Title VI Program Regulation and Complaint Procedure at the Watsonville City Council Chambers at 275 Main Street, Fourth Floor, Watsonville, CA, on November 20, 2009 beginning at 9:00 am, where comments may be voiced.

The METRO Board of Directors will consider adoption of METRO's proposed Title VI Program Regulation and Complaint Procedure at the Santa Cruz City Council Chambers at 809 Center Street, Room 10, Santa Cruz, CA 95060, on December 18, 2009, beginning at 9:00 am.



**AVISO AL PÚBLICO**  
**REGLAMENTO DEL PROGRAMA Y**  
**PROCEDIMIENTO DE QUEJAS DE TÍTULO VI**

El Distrito de Tránsito Metropolitano de Santa Cruz (METRO) se compromete a proporcionar medios de transporte público en un ambiente libre de discriminación por motivos de raza, color, origen nacional, edad, sexo u orientación sexual. METRO opera sus programas, actividades y servicios, sin distinción de raza, color, origen nacional, edad, sexo u orientación sexual. Como recipientes de fondos de la Administración Federal de Tránsito (FTA), METRO asegurará que sus programas, políticas y actividades cumplan con el Título VI del Acta de Derechos Civiles de 1964, según enmendada, y las regulaciones del Departamento de Transporte.

Se hace saber que el propuesto Reglamento del Programa y Procedimiento de Quejas de Título VI de METRO estará disponible para inspección pública en las oficinas administrativas de METRO, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, de 8am a 5pm, de lunes a viernes, por 45 días desde el 1 de noviembre de 2009 hasta el 15 de diciembre 2009. También está disponible en el sitio web de METRO para su revisión, [www.scmttd.com](http://www.scmttd.com).

METRO aceptará comentarios por escrito sobre el Reglamento del Programa y Procedimiento de Quejas de Título VI de METRO por 45 días desde el 1 de noviembre de 2009 hasta el 15 de diciembre 2009. Los comentarios deben ser presentados a Les White, Gerente General, a la dirección indicada anteriormente, o por correo electrónico: [lwhite@scmttd.com](mailto:lwhite@scmttd.com).

Además, habrá una audiencia pública sobre el propuesto Reglamento del Programa y Procedimiento de Quejas de Título VI de METRO en las Cámaras del Consejo de la Ciudad de Watsonville (Watsonville City Council Chambers) en 275 Main Street, Cuarto Piso, Watsonville, California, el 20 de noviembre 2009 a partir de las 9:00am, donde los comentarios pueden ser expresados.

La Junta Directiva de METRO considerará la aprobación del propuesto Reglamento del Programa y Procedimiento de Quejas de Título VI de METRO en las Cámaras del Consejo de la Ciudad de Santa Cruz (Santa Cruz City Council Chambers) en 809 Center Street, Room 10, Santa Cruz, CA 95060, el 18 de diciembre de 2009, comenzando a las 9:00am.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Margaret ~~Callaghan~~, District Counsel  
Angela Aitken, Finance Manager and Acting Assistant General Manager 

**SUBJECT: PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON METRO'S PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 1.73% FOR FISCAL YEAR 2010 (FY10) AND THE METHODOLOGY USED TO SET THE GOAL AND EXTEND THE PUBLIC COMMENT PERIOD TO JANUARY 7, 2010**

### I. RECOMMENDED ACTION

**Public Hearing for November 20, 2009, for receipt of public comments on METRO's proposed Disadvantaged Business Enterprise (DBE) Goal of 1.73% for FY10 and the methodology used to set the goal and extend the public comment period to January 7, 2010.**

### II. SUMMARY OF ISSUES

- As a recipient of Federal Transit Administration (FTA) Funds, METRO is required to comply with Title 49 of the Code of Federal Regulations, Part 26 (49 CFR Part 26), which states that grantees must establish and implement a Disadvantaged Business Enterprise (DBE) program and annually set DBE participation targets.
- Caltrans created methodology for calculating the Annual Anticipated DBE Percentage Level (AADPL), which includes Underutilized DBEs.
- METRO's Public Notice announcing its DBE Goal for FY10 has been published in general circulation media, minority-focused media and trade association publications.
- METRO will accept comments on the proposed DBE Goal for FY10 and its rationale through January 7, 2010.

### III. DISCUSSION

As an eligible recipient of federal-aid funding, the Santa Cruz Metropolitan Transit District (METRO) is required to comply with Title 49 of the Code of Federal Regulations, Part 26 (49 CFR Part 26), which states that grantees must establish and implement a Disadvantaged Business Enterprise (DBE) program and annually set DBE participation targets. As part of this program, METRO must establish an annual target for DBE participation in all new contracts that are eligible to be funded with federal funds. A DBE firm is defined as a for-profit "small business concern" that is at least 51 percent owned and controlled by one or more socially and

economically disadvantaged individuals. California DBE firms are certified as such through the California United Certification Program (CUCP).

The purpose of the DBE program is to increase the opportunities for minority and women-owned small businesses to participate in federally funded projects. The primary objective of the DBE program is to provide a level playing field on which DBEs can compete fairly for Department of Transportation (DOT) assisted contracts. Establishing a level playing field helps to guarantee nondiscrimination in the award and administration of DOT-assisted contracts. The CUCP certifies that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs in California.

It is the policy of METRO to ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts. METRO will never exclude any person from participating in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, national origin, disability or sexual orientation.

In previous years, METRO used the Federal Transit Administration's (FTA) methodology to establish its DBE goal. In the Spring of 2009, the California Department of Transportation (Caltrans) published methodology for calculating the Annual Anticipated DBE Percentage Level (AADPL), which includes Underutilized DBEs (UDBE). UDBEs are DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include Black Americans, Native Americans, Asian Pacific Americans, and females. METRO executed a contract with Caltrans, which required METRO to follow the Caltrans methodology to calculate its DBE goal for FY10. METRO must meet the maximum feasible portion of its AADPL by using Race-Neutral means of facilitating DBE participation. METRO must establish contract goals for UDBEs to meet any portion of METRO's AADPL that is not met through Race-Neutral means.

### **Calculation of AADPL Percentage**

To attain METRO's AADPL for FY10, Staff had to begin by determining the projects that METRO anticipates awarding in the upcoming federal fiscal year. The DBE spreadsheet (*Attachment A*) contains a list of the projects and the 6-digit North American Industry Classification (NAIC) category which corresponds to that particular project. Caltrans has identified its certified DBE vendors by county using the NAIC System, which corresponds exactly to the classification system used by the U.S. Census Bureau's County Business Pattern data.

Secondly, Staff had to determine the market area from which DBE consultants would likely be chosen. Since it is conceivable that a consultant may come from as far north as Napa or Sonoma for the award of a large contract, Staff included all of Caltrans Districts 04 and 05 when

conducting its DBE calculation. The following fourteen counties fall within Districts 04 and 05, creating METRO's market area:

- Alameda County
- Contra Costa County
- Marin County
- Monterey County
- Napa County
- San Benito County
- San Francisco County
- San Luis Obispo County
- San Mateo County
- Santa Barbara County
- Santa Clara County
- Santa Cruz County
- Solano County
- Sonoma County

In step three, Staff had to determine the total number of DBE firms within METRO's market area that can perform the work for each NAIC work category. To accomplish this, Staff used the DOT's statewide online directory of eligible DBE vendors within the California Unified Certification Program to estimate the number of DBEs which might be available in METRO's market area.

In step four, Staff had to narrow down the number of DBE firms from the statewide directory to those that are located within METRO's market area. This was accomplished by printing out the list of DBE firms and simply crossing off any firms that were not within the fourteen counties that constituted METRO's market area.

To calculate the percentage of DBEs, Staff divided the number of DBE firms listed in the relevant NAIC categories in METRO's market area by the number of all firms in those counties in the same NAIC categories as counted by the US Bureau of Census County Business Patterns for 2006.

In step six, to obtain the Race-Conscious portion of AADPL, Staff used the same method above, except they substituted UDBEs for DBEs in the above formula. In the final step, the Race-Neutral portion of AADPL is calculated by taking the overall AADPL minus the Race-Conscious portion.

Once METRO established its AADPL using the Caltrans methodology, Staff forwarded the Caltrans methodology to FTA for approval. METRO received FTA's approval to use the Caltrans methodology in calculating its AADPL for FY10. METRO is proposing an overall

DBE goal of 1.73% for U.S. DOT-assisted contracts for FY10. Approximately 0.36% of which it projects to meet through Race-Neutral means and 1.37% through Race-Conscious means.

#### **Outreach/Public Comment Period**

Beginning on November 1, 2009, METRO published its Public Notices (*Attachment B and Attachment C*) announcing the proposed DBE goal for FY10, announcing the Public Hearing on November 20, 2009, and informing members of the local community that the DBE goal and its supporting rationale are available for public inspection at METRO's Administrative Offices. The Public Notice has been published in general circulation media, minority-focused media and trade association publications. METRO will accept written comments on its proposed DBE Goal for FY10 and its rationale through January 7, 2010.

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

No further costs, beyond those incurred for the publication of METRO's Public Notice in general circulation media, minority-focused media and trade association publications.

#### **V. ATTACHMENTS**

**A: DBE Spreadsheet**

**B: Public Notice: Disadvantaged Business Enterprise Goal for Fiscal Year 2010 (FY10) - English**

**C: Public Notice: Disadvantaged Business Enterprise Goal for Fiscal Year 2010 (FY10) - Spanish**

Worksheet for Figuring FY10 AADPL  
(Annual Anticipated DBE Participation Level)

PROJECTS	NAIC Category	# DBE Numerator	# All Denominator	% of project in category "Weight"	Project Cost	TOTAL DBE GOAL
<i>All DBEs</i>						
Shelter Replacement	236220: Commercial Construction	26	1,086	100%	\$55,000	\$1,316.76
C/LNG Tank	237120: Oil/Gas Structures	2	363	100%	\$1,200,000	\$6,611.57
Repair/Reseal Greyhound Lot	238110: Poured Concrete	44	568	100%	\$24,000	\$1,859.15
Repair/Reseal (Sinkholes) Operations	238110: Poured Concrete	44	568	100%	\$20,000	\$1,549.30
Facilities Video Surveillance	423410: Photo/Security Supplies	2	45	100%	\$220,000	\$9,777.78
Fleet Radios/ Surveillance	(Wholesale--video, radio and security in this category)	2	45	100%	\$202,457	\$8,998.09
Comprehensive Security System		2	45	100%	\$440,505	\$19,578
HR Software Upgrade	423430: Computer software	3	757	100%	\$250,000	\$990.75
MS Office Software Upgrade	423430: Computer software	3	757	100%	\$55,000	\$217.97
New buses	485113: Bus/other transit system	1	43	100%	\$2,500,000	\$58,139.53
Paratransit vans	485991: Special needs transport.	2	482	100%	\$1,750,000	\$7,261.41
<b>Total Cost (AADPL) All DBEs</b>					<b>\$6,716,962</b>	<b>\$116,300.31</b>
<i>Underutilized DBEs (UIDBE) (Race Conscious)</i>						
Shelter Replacement	236220: Commercial Construction	17	1,086	100%	\$55,000	\$860.96
C/LNG Tank	237120: Oil/Gas Structures	1	363	100%	\$1,200,000	\$3,305.79
Repair/Reseal Greyhound Lot	238110: Poured Concrete	28	568	100%	\$24,000	\$1,183.10
Repair/Reseal (Sinkholes) Operations	238110: Poured Concrete	28	568	100%	\$20,000	\$985.92
Facilities Video Surveillance	423410: Photo/Security Supplies	1	45	100%	\$220,000	\$4,888.89
Fleet Radios/ Surveillance	(Wholesale--video, radio and security in this category)	1	45	100%	\$202,457	\$4,499.04
Comprehensive Security System		1	45	100%	\$440,505	\$9,789.00
HR Software Upgrade	423430: Computer software	3	757	100%	\$250,000	\$990.75
MS Office Software Upgrade	423430: Computer software	3	757	100%	\$55,000	\$217.97
New buses	485113: Bus/other transit system	1	43	100%	\$2,500,000	\$58,139.53
Paratransit vans	485991: Special needs transport.	2	482	100%	\$1,750,000	\$7,261.41
<b>Total Race-Conscious AADPL Goal</b>					<b>\$6,716,962</b>	<b>\$92,122.35</b>
<b>Calculation for Race-Neutral DPL</b>						
Total AADPL Goal						\$116,300.31
Less: Race-Conscious AADPL Goal						\$92,122.35
<b>Total Race-Neutral AADPL Goal</b>						<b>\$24,177.96</b>
<b>Percentage of Project Cost</b>						
Total cost all projects					\$6,716,962	
RC-AADPL						1.37%
RN-AADPL						0.36%
Average AADPL						0.87%
DBE Percentage						1.73%

8.a1

Attachment A



**PUBLIC NOTICE**  
**DISADVANTAGED BUSINESS ENTERPRISE**  
**GOAL FOR FISCAL YEAR 2010(FY10)**

Notice is hereby given that the Santa Cruz Metropolitan Transit District (METRO) is proposing an overall Disadvantaged Business Enterprise (DBE) goal of 1.73% (0.36% of which it projects to meet through race neutral means and 1.37% through race conscious means) for U.S. Department of Transportation (DOT) assisted contracts for FY10. This goal has been set based upon information currently available. The rationale for this goal and supporting information regarding METRO's DBE Program will be available for public inspection at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. These documents are available for inspection from 8 am to 5 pm, Monday through Friday, from November 1, 2009 through December 3, 2009 at the above address. Beginning December 4 through Dec. 15, 2009, METRO's Administrative Offices will be relocated to 110 Vernon Street, Santa Cruz, CA 95060.

METRO and the U.S. DOT will accept written comments on METRO's proposed DBE goal and its rationale for 45 days from the date of this notice. Comments should be submitted to Angela Aitken, Finance Manager and Acting Assistant General Manager, at the address listed above, or by email: [aaiken@scmttd.com](mailto:aaiken@scmttd.com), or to the Federal Transit Administration, Civil Rights Office, Region IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105.

In addition, there will be a Public Hearing on METRO's DBE goal and plan for FY10 at the Watsonville City Council Chambers at 275 Main Street, Watsonville, CA, on November 20, 2009 beginning at 9:00 am, where comments may be voiced.



## AVISO AL PÚBLICO

### EMPRESA DE NEGOCIOS EN DESVENTAJA META PARA EL AÑO FISCAL 2010 (FY10)

Se hace saber que el Distrito de Tránsito Metropolitano de Santa Cruz, (METRO) propone una meta conjunta para la Empresa de Negocios en Desventaja (DBE) de 1.73% (0.36% de cual sus proyectos se cumplan a través de medios neutrales de raza y 1.37% a través de medios conscientes de raza) para los contratos de asistencia del Departamento de Transporte de EE.UU. (U.S. DOT) para el año fiscal 2010 (FY10). Este objetivo se ha creado basándose en la información actualmente disponible. La razón de este objetivo y la información relativa apoyando el programa DBE de METRO estará disponible para inspección pública en las oficinas administrativas de METRO, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. Estos documentos están disponibles para inspección de 8am a 5pm, de lunes a viernes, desde el 1 de noviembre de 2009 al 3 de diciembre de 2009 en la dirección antes mencionada. A partir del 4 de diciembre al 15 de diciembre 2009, las oficinas administrativas de METRO se trasladarán a 110 Vernon Street, Santa Cruz, CA 95060.

METRO y el U.S. DOT aceptarán comentarios por escrito sobre el objetivo propuesto DBE de METRO y su razón de ser por 45 días a partir de la fecha de esta notificación. Los comentarios deben ser sometidos a Angela Aitken, Gerente de Finanzas y Gerente General Adjunto Interino, en la dirección arriba indicada, o por correo electrónico: [aaiken@scmtd.com](mailto:aaiken@scmtd.com), o de la Administración Federal de Tránsito, Oficina de Derechos Civiles, Region IX, 201 Mission Street, Suite 1650, San Francisco, CA 94105.

Además, habrá una Audiencia Pública sobre la meta del DBE de METRO y el plan para FY10 en las Salas del Consejo de la Ciudad de Watsonville en 275 Main Street, Watsonville, California, el 20 de noviembre 2009 a partir de las 9:00 am, donde se pueden expresar los comentarios.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Ciro Aguirre, Manager of Operations

**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT WITH IXP CORPORATION FOR CONSULTING SERVICES FOR UPGRADE OF METRO'S CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM FOR AN AMOUNT NOT TO EXCEED \$47,677.50**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute a contract with iXP Corporation for consulting services for upgrade of METRO's Closed Circuit Television Surveillance System for an amount not to exceed \$47,677.50.**

## II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified closed circuit television (CCTV) surveillance consultant firms.
- Twelve firms submitted proposals for METRO's review.
- A four-member evaluation committee comprised of METRO staff reviewed and evaluated the proposals.
- Staff is recommending that a contract be established with iXP Corporation for consulting services for upgrade of METRO's CCTV Surveillance System for an amount not to exceed \$47,677.50.

## III. DISCUSSION

METRO sought proposals from qualified CCTV surveillance consultant firms to conduct an analytical review of METRO's CCTV surveillance system for METRO facilities. METRO is seeking an objective assessment of its current CCTV surveillance system and recommendations for replacement and upgrades to this infrastructure. The selected consultant must be an expert in CCTV surveillance systems and have experience in working with Public Agencies to create specifications for a subsequent request for proposals for equipment and installation.

On July 10, 2009 METRO Request for Proposal No. 10-04 was mailed to forty-three firms, was legally advertised, and a notice was posted on METRO's web site. On August 17, 2009, proposals were received and opened from twelve firms. A list of these firms and the final ranking is provided in Attachment A. A four-member evaluation committee comprised of

METRO staff (Leslie R. White, General Manager, Margaret Gallagher, District Counsel, Frank Cheng, MetroBase Project Manager, and Debbie Kinslow, Assistant Finance Manager) have reviewed and evaluated the proposals.

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

CRITERIA	POINTS POSSIBLE
1. Quality Of Submittal	20 points
2. Project Understanding, Familiarity With Area And Approach	20 points
3. Qualifications Of The Proposed Project Team	20 points
4. Previous Work In This Field (References)	15 points
5. Ability To Meet Project Timelines	10 points
6. Cost Proposal	25 points
7. Disadvantage Business Enterprise Participation	5 points
<b>Total Points Possible</b>	<b>115 points</b>

Based on evaluation scoring, the top four rated firms were invited for interviews by the evaluation committee. Upon the completion of the interview process, a final ranking of the firms was established.

The evaluation committee is recommending that a contract be established with iXP Corporation for consulting services for upgrade of METRO's CCTV Surveillance System for an amount not to exceed \$47,677.50. Contractor will provide all services meeting all METRO specifications and requirements.

#### IV. FINANCIAL CONSIDERATIONS

Funds to support contract are included in the FY10 Grant-Funded Projects budget titled Facilities Video Surveillance (OHS-1B).

#### V. ATTACHMENTS

**Attachment A:** List of firms that submitted a proposal and final ranking.

**Attachment B:** Contract with iXP Corporation

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: November 12, 2009

**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.scmttd.com](http://www.scmttd.com)**

9.2

**LIST OF FIRMS THAT SUBMITTED A PROPOSAL AND FINAL  
RANKING IN RESPONSE TO METRO RFP NO. 10-04 FOR  
CONSULTANT SERVICES FOR UPGRADE OF METRO'S CLOSED  
CIRCUIT TELEVISION SURVEILLANCE SYSTEM**

1. iXP Corporation of Cranbury, NJ
2. R. Grossman and Associates of Egg Harbor Township, NJ
3. Catalyst Consulting Group, Inc. of Napa, CA
4. IT Management Corporation of San Jose, CA
5. Tomasi-Dubois and Associates of Los Gatos, CA
6. SafirRosetti of Carrollton, TX
7. Aegis Protection Group, Inc. of Louisville, KY
8. Infinity Communications and Consulting of
9. TRC Solutions of Irvine, CA
10. Kroll Security Group, Inc. of Roseville, CA
11. Teecom Design Group of Oakland, CA
12. Security by Design of Pacheco, CA

**CONTRACT FOR CONSULTANT SERVICES FOR UPGRADE OF METRO'S  
CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM (10-04)**

THIS CONTRACT is made effective on October 1, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and iXP CORPORATION ("Contractor").

1. RECITALS

1.01 METRO's Primary Objective

METRO 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 METRO's Need for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System

METRO has the need for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System. In order to obtain these services, METRO issued a Request for Proposals, dated July 10, 2009, 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 Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System and whose principal place of business is 1249 S. River Road, Suite 100, Cranbury, New Jersey. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On November 20, 2009 METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

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

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated July 10, 2009 including Addendum No. 1 dated August 7, 2009.

# **CONTRACT FOR CONSULTANT SERVICES FOR UPGRADE OF METRO'S CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM (10-04)**

THIS CONTRACT is made effective on October 1, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and iXP CORPORATION ("Contractor").

## 1. RECITALS

### 1.01 METRO's Primary Objective

METRO 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 METRO's Need for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System

METRO has the need for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System. In order to obtain these services, METRO issued a Request for Proposals, dated July 10, 2009, 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 Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System and whose principal place of business is 1249 S. River Road, Suite 100, Cranbury, New Jersey. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System, which is attached hereto and incorporated herein by reference as Exhibit "B."

### 1.04 Selection of Contractor and Intent of Contract

On November 20, 2009 METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

## 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

### 2.01 Documents Incorporated in this Contract

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

#### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated July 10, 2009 including Addendum No. 1 dated August 7, 2009.

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

Contractor's Proposal to METRO for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System, signed by Contractor and dated August 17, 2009 .

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 METRO for this project in accordance with the Request for Proposals issued July 10, 2009 .

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued July 10, 2009 .

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$47,677.50 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 METRO on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by METRO (or any grantor of METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

METRO

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

CONTRACTOR

IXP Corporation  
1249 S. River Road, Suite 100  
Cranbury NJ 08512  
Attention: Benjamin Archer-Clowes

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 \_\_\_\_\_

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR – iXP CORPORATION

By \_\_\_\_\_  
William E. Metro  
President and Chief Operating Officer

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 Consultant Services For Upgrade Of METRO's Closed Circuit Television Surveillance System**

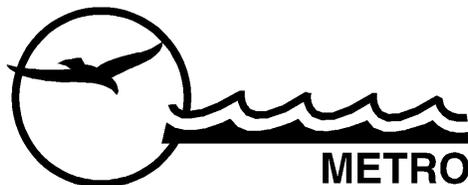
**METRO RFP No. 10-04**

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**Date Issued: July 10, 2009**

**Proposal Deadline: 5:00 P.M., August 17, 2009**

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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:** METRO 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 METRO:** Proposals (1 unbound original and 5 copies) must be delivered to METRO Purchasing Office, 370 Encinal Street, Suite 100, 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 METRO. 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 METRO and the advantage to METRO 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 METRO, 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 METRO:** 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 METRO

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 METRO in the RFP.

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 METRO 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 METRO; (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 METRO a third-party beneficiary thereunder; (b) grant to METRO the right to receive notice of and cure any default by the successful offeror under the document; and (c) pass through to METRO 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 METRO. Specific evaluation criteria are identified in the Specifications section of the RFP.
15. **METRO'S PREROGATIVE:** METRO 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 METRO to negotiate a contract, nor does it obligate METRO to pay for any costs incurred in preparation and submission of proposals or in submission of a contract.

METRO 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 METRO Administrative Office no later than ten (10) calendar days after the date of notification of award by METRO. 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, METRO may award the contract to another offeror; in such event, METRO shall have no liability and said party shall have no remedy of any kind against METRO.
17. **DISADVANTAGED BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit METRO has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of METRO 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.

19. PUBLIC RECORDS ACT:

- A. Responses to this IFB shall be subject to the provisions of the California Public Records Act (Government Code Sections §6250 et. seq.).
- B. The Bidder may label information as “Trade Secret”, “Confidential” or “Proprietary”. METRO will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act. METRO will use its best efforts to inform the Contractor of any request for any documents provided by the Bidder to METRO marked “Trade Secret”, “Confidential”, or “Proprietary”. However, it is incumbent on the Contractor to assert any rights to confidentiality and to seek and obtain a court order prohibiting the release of such information.
- C. Under no circumstances, will METRO be responsible or liable to the Bidder or any other party for the disclosure of any such labeled information, whether the disclosure is required by law or a court order or occurs through inadvertence, mistake, or negligence on the part of METRO or its officers, employees, agents, and/or Contractors.
- D. The Bidder, at its sole expense and risk, shall be responsible for prosecuting or defending any action concerning the information contained in the IFB and shall hold METRO harmless from all costs and expenses, including attorney’s fees, in connection with such actions.

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

**PART II**

**GENERAL INFORMATION FORM**

**CONSULTANT SERVICES FOR UPGRADE OF METRO'S  
CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM**

**RFP No. 10-04**

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

---

Legal Name of Firm

---

Date

---

Firm's Address

---

Telephone Number

---

FAX Number

---

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 METRO 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 METRO 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 METRO the required insurance certificates within ten (10) calendar days of the Notice of Award.

---

Signature of Authorized Principal

---

Name of Principal-in-Charge and Title

---

Name of Project Manager and Title

---

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

---

Addresses Where Correspondence Should Be Sent

---

Areas of Responsibility of Prime Contractor



**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 \_\_\_\_\_ CONTRACTOR'S ADDRESS \_\_\_\_\_  
 DBE GOAL FROM CONTRACT \_\_\_\_\_ % \_\_\_\_\_  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_ PROPOSAL AMOUNT \$ \_\_\_\_\_  
 AGENCY \_\_\_\_\_ PROPOSAL OPENING DATE \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_ DATE OF DBE CERTIFICATION \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
DATE

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

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

\* If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.

\*\* DBE's must be certified on the date proposals are opened.

\*\*\* Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

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

# CONTRACTOR DBE INFORMATION

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

## **PART III**

### **SPECIFICATIONS FOR CONSULTANT SERVICES FOR UPGRADE OF METRO'S CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM**

#### **1. INTRODUCTION**

The Santa Cruz Metropolitan Transit District (METRO) is seeking proposals from qualified Closed-Circuit Television (CCTV) Surveillance consultant firms to undertake the following activities related to conduct an analytical review of METRO's CCTV System for all METRO properties. METRO is seeking an objective assessment of its CCTV Systems and recommendations for replacement and upgrades to this infrastructure. The selected consultant must be an expert in the field of CCTV Surveillance Systems, and have experience in working with Public Agencies to create Request for Proposals (RFPs).

**Neither the Consultant nor any firm for which he or she works for or has a financial interest in will be allowed to submit a proposal on the resultant RFP for purchase and installation of upgrades and additions to METRO's CCTV system. Neither the Consultant nor any firm for which he or she works for or has a financial interest in shall be a sales distributor for any prospective manufacturer or supplier of equipment that will or maybe specified in the resulting RFP.**

**Each Proposer must submit with their proposal a full description of all of their past, present or planned organizational, financial, contractual or other interests with organization whose products or services may be offered in response to the procurement on which they will be consulting. Where there are such interests identified by the Proposer, the Proposer must describe why it believes that the performance of the proposed consulting contract can be accomplished in an impartial and objective manner.**

#### **2. HISTORY OF METRO's CCTV SYSTEM**

Metro's CCTV system for was established more than twenty years ago and has been incorporating various equipment types throughout the years. Currently, METRO's CCTV system uses the following equipment:

- Fueling Facility – 16 Camera, 32 Ch. Multiplex, Pelco Program
- Metro Transit Center – 10 Camera, 16 Ch. Multiplex Stand Alone DVMR
- Operations Building – 3 Camera, Robot 16 Ch. MV45 Multiplex, Sony Video Recorder
- Scotts Valley Cavallaro Transit Center – 1 Camera
- ParaCruz Operations Building – 4 Camera, Processor 8 Ch. Multiplex

#### **3. SCOPE OF WORK**

The recommendations provided will consist of the types of equipment, programs, technology, and placement of equipment best suited for meeting required CCTV surveillance, for all sites in accordance with METRO's needs, and where required, recommended system will integrate with existing systems.

Provide remote monitoring capability, minimum one year archiving capacity for all locations, user friendly retrieval and recording capability. Recommended systems are to comply with all Federal, State, County, and Local requirements.

Review will also include analysis of current CCTV systems and identification of deficiencies due to technological, architectural, and localization of existing equipment, and installation requirements for sites without current surveillance systems in place.

Recommendations are to include viable contingency plans to accommodate system changes without loss or interruption of surveillance capabilities at any time. Recommended equipment should meet American National Standard Institute requirements for system performance, interference abatement and compatibility interoperability when applicable. Selected firm will also be responsible for submitting applications for any and all licenses, if required.

The selected firm/individual will:

- Work with a small group of METRO staff to evaluate CCTV needs and current usage.
- Recommend the necessary networking hardware and configuration to support current and future CCTV needs.
- Make recommendations on best of breed CCTV system needs while assisting in development of a list of requirements.
- Develop the technical specification portion of a future METRO Request for Proposal (RFP) for upgrades and additions to METRO’s CCTV system including weighted evaluation criteria to assure that the most appropriate and cost effective solution is selected.
- Work with METRO staff to evaluate the proposals received for upgrades and additions to METRO’s CCTV system.
- Be available to attend two (2) METRO Board of Director meetings to answer any technical questions regarding the award recommendations.

**4. TASKS TO BE COMPLETED BY THE CONSULTANT/DELIVERABLES**

The tasks shown below are the minimum required tasks that METRO believes are required to complete a review of METRO’s CCTV system. Proposers are encouraged to identify additional tasks and activities that they believe will enhance the quality of the project. METRO reserves the right to revise these tasks and to add tasks that best meet the needs of METRO.

Proposers are required to clearly identify all tasks and associated costs in their proposal. All proposed tasks and activities must be conducted in a manner that ensures no disruption to METRO’s ability to operate its current CCTV system.

- Review current CCTV system for all METRO sites.
- Solicit from METRO staff end-user requirements.
- Prepare a report detailing any deficiencies found and provide recommendations for improvement.
- Recommendations should include specific resources, equipment types, appropriate placement locations, budget procurement costs, recurring costs for service, leases, licensing, maintenance, and staff training.

**5. TENTATIVE PROJECT SCHEDULE**

Event	Date
Proposal Issue Date	July 10, 2009
Proposal Due Date	August 17, 2009, 5:00 P.M.
Board Approval of Contract	September 25, 2009
Contract Award	October 1, 2009
Meet with METRO Staff and Review Sites	2 <sup>nd</sup> week of October 2009
Prepare and Submit Draft Specifications	2 <sup>nd</sup> week of November 2009
Review with METRO Staff	3 <sup>rd</sup> week of November 2009
Submit Final Revisions to Specifications	December 1, 2009

**6. PROPOSAL REQUIREMENTS**

- 6.1 General. Submit a proposal response to this request using an appropriate format on 8-1/2 x 11” paper. Complete and attach **all** forms provided in Part II of this RFP. Provide one (1) unbound original and

five (5) copies.

- 6.2 Project Understanding. Provide a description of the Consultants understanding of the proposed project tasks, familiarity with the communication area coverage, and the proposed approach to complete all tasks.
- 6.3 Qualifications and Experience. Provide a description of Consultant’s qualifications for the project and a description of pertinent experiences with similar projects particularly if public sector and/or transit related.
- 6.4 References. Provide at least three references to previous contracts with comparable consulting elements. References should include a detailed description of the work performed, cost, the manager or team leading the work and the name, address and telephone number of each primary contact.
- 6.5 Ability to Meet Project Timelines. Provide a proposed timeline to complete all tasks for this project.
- 6.6 Cost Proposal. The selected firm shall provide a cost proposal for required services, including the cost of required tasks. The cost proposal shall breakdown the estimated hours and rates needed to complete all tasks.
- 6.7 Disadvantage Business Enterprise (DBE) Participation. Statement of whether consultant or consultant’s company is a certified DBE firm or will be using a certified DBE subcontractor for this project.

**7. EVALUATION CRITERIA**

Proposals will be evaluated according to the following criteria by METRO staff:

<b>CRITERIA</b>	<b>POINTS POSSIBLE</b>
1. Quality Of Submittal	20 points
2. Project Understanding, Familiarity With Area And Approach	20 points
3. Qualifications Of The Proposed Project Team	20 points
4. Previous Work In This Field (References)	15 points
5. Ability To Meet Project Timelines	10 points
6. Cost Proposal	25 points
7. Disadvantage Business Enterprise Participation	5 points
<b>Total Points Possible</b>	<b>115 points</b>

**8. PROPOSAL SUBMISSION**

Submit an unbound original and five (5) copies of your proposal to:

Lloyd Longnecker, Purchasing Agent  
Santa Cruz Metropolitan Transit District  
370 Encinal Street, Suite 100  
Santa Cruz, CA 95060

Proposals are due to METRO by August 17, 2009 at 5:00 p.m. and will become the property of the Santa Cruz Metropolitan Transit District. Proposals must be clearly marked: METRO RFP No. 10-04 Consultant Services for Upgrade of METRO’s Closed Circuit Television Surveillance System .

## **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 METRO 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**

METRO 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 METRO upon fifteen (15) days' notice at any time without cause for any reason in whole or in part, whenever METRO determines that such termination is in METRO's best interest.

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by METRO, 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 METRO in the manner, at the time, and to the extent directed by METRO all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case METRO 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 METRO, to the extent METRO may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to METRO and deliver in the manner, at the time, and to the extent, if any, directed by METRO 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 METRO; (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 METRO, 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 METRO, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to METRO 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 METRO 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 METRO 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 METRO has or may acquire an interest.

## 2.02 Termination for Default

2.02.01 METRO 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, METRO may procure, upon such terms and in such manner as METRO may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to METRO, the Contractor shall be liable to METRO 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 METRO shall be considered to have been terminated pursuant to termination for convenience of METRO pursuant to Article 2.01 from the date of Notification of Default.

## 2.03 No Limitation

The rights and remedies of METRO 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 METRO 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 METRO 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 METRO to evaluate any Contractor request for relief under this Article 3. METRO shall examine Contractor's notification and determine if the Contractor is entitled to relief. METRO shall notify the Contractor of its decision in writing. METRO'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 METRO 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. METRO 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 METRO 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 METRO 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 METRO (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 METRO 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 negligence, recklessness or willful misconduct 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 METRO and any insurance or self-insurance maintained by METRO 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 METRO.
- (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 METRO.
- (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 METRO shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify METRO 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 METRO 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 METRO.

## 8. SINGLE PROPOSAL

If only one proposal is received in response to the RFP, Offeror may be required to submit to METRO within five (5) days of METRO demand, a detailed cost proposal. METRO 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 METRO 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 METRO 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 METRO'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

METRO shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by METRO 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 METRO. Any delay or postponement of payment may take place only for good cause and with METRO'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 METRO 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 METRO Liability

METRO'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 METRO premises or distribute same to METRO employees.

### 13.05 Publicity

Contractor agrees to submit to METRO all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein METRO's name is mentioned or language used from which the connection of METRO'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 METRO.

### 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 METRO property, (2) ensure that its employees take appropriate protective measures, and (3) provide METRO's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on METRO property.

13.10.02 Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify METRO 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 METRO; and any such action by Contractor without METRO'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 METRO. Any such action by Contractor without METRO'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 METRO 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 METRO premises or in a METRO vehicle.

13.17 Responsibility for Equipment

13.17.01 METRO 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 METRO.

13.17.02 Contractor is responsible to return to METRO in good condition any equipment, including keys, issued to it by METRO pursuant to this Agreement. If the contractor fails or refuses to return METRO-issued equipment within five days of the conclusion of the contract work METRO 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 METRO.

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 METRO 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 CONSULTANT SERVICES FOR UPGRADE OF METRO'S CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM (10-04)

THIS CONTRACT is made effective on \_\_\_\_\_, 2009 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and \_\_\_\_\_ ("Contractor").

#### 1. RECITALS

##### 1.01 METRO's Primary Objective

METRO 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 METRO's Need for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System

METRO has the need for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System. In order to obtain these services, METRO issued a Request for Proposals, dated July 10, 2009, 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 Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System and whose principal place of business is \_\_\_\_\_. Pursuant to the Request for Proposals by METRO, Contractor submitted a proposal for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System, which is attached hereto and incorporated herein by reference as Exhibit "B."

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

On \_\_\_\_\_, METRO selected Contractor as the offeror whose proposal was most advantageous to METRO, to provide the Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System described herein. This Contract is intended to fix the provisions of these services.

METRO and Contractor agree as follows:

#### 2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

##### 2.01 Documents Incorporated in this Contract

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

##### A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated July 10, 2009

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

Contractor's Proposal to METRO for Consultant Services for Upgrade of METRO's Closed Circuit Television Surveillance System , signed by Contractor and dated August 17, 2009 .

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 METRO for this project in accordance with the Request for Proposals Issued July 10, 2009 .

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued July 10, 2009 .

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

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

5. COMPENSATION

5.01 Terms of Payment

METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by METRO. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of METRO 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 METRO on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by METRO (or any grantor of METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

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

METRO

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 \_\_\_\_\_

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

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

CONTRACTOR -

By \_\_\_\_\_

Approved as to Form:

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

SAMPLE  
CONTRACT

## **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 METRO 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 METRO, 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, METRO 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 METRO 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 METRO to enter into such litigation to protect the interests of METRO, 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 METRO, 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 METRO 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 METRO 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 METRO 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, METRO 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 METRO (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 METRO 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

METRO 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, METRO 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. METRO 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 METRO shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. METRO'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 METRO 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 METRO.

## 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

METRO 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 METRO, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when METRO 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. METRO 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, METRO, 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 METRO 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 METRO 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 METRO 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, METRO (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 METRO, 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. METRO 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, METRO 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.

METRO 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.

METRO 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 METRO 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 METRO or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by METRO 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

#### POLICY

It is the policy of the Santa Cruz Metropolitan Transit District (METRO) that it is responsible for resolving all Pre-Bid, Pre-Award and Post-Award Procurement Protest disputes arising out of third party procurements using good administrative practices and sound business judgment. It is METRO's intention that its procurement process provides for fair and open competition in compliance with federal and state laws and METRO policies.

METRO has established these Pre-Bid, Pre-Award and Post-Award Procurement Protest Policy and Procedures so that all procurement protests/disputes are filed, processed and resolved in a manner consistent with the requirements of the Federal Transit Administration (FTA) Circular (4220.1F) *Third Party Contracting Guidance*, dated November 1, 2008, which are on file at METRO's Administrative Offices, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, and available upon request.

#### APPLICABILITY

This regulation is applicable to all METRO employees. This regulation is applicable to any Interested Party as defined herein who has a protest/dispute against METRO in the Pre-Bid, Pre-Award and Post-Award procurement phase.

#### DEFINITIONS

**“Common Grant Rules”** refers to the Department of Transportation regulations “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments.

**“Interested Party”** means a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue. A subcontractor does not qualify as an “interested party”.

**“Protest”** means a formal declaration of disapproval or objection issued by a concerned person, group, or organization that arises during the procurement process. A Protest is a potential bidder's or contractor's remedy for correcting a perceived wrong in the procurement process. See “Types of Protests” below.

**“Protester”** means a person, group, or organization that files a formal declaration of disapproval or objection. A protester must qualify as an “interested party”.

**“Types of Protests”:** There are three basic types of Protests pursuant to this regulation, based on the time in the procurement cycle when they occur:

- a.) A pre-bid or solicitation phase Protest is received prior to the bid opening or proposal due date. Pre-bid protests are those based on the content of the initial Notice and/or solicitation published by METRO requesting bids from vendors or other interested parties.
- b.) A pre-award Protest is a protest against making an award and is received after receipt of proposals or bids, but before award of a contract.
- c.) A post-award Protest is a protest received after award of a contract. A post-award Protest must be received within 5 business days of the making of the award. A post-award Protest generally alleges a violation of applicable federal or state law and/or METRO policy or procedures relative to the seeking, evaluating and/or awarding of the contract.

**STANDARDS.**

All Protests must be filed in writing with the METRO Administrative Offices, Finance Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, or electronically at [financemanager@scmtd.com](mailto:financemanager@scmtd.com) . No other location is acceptable.

A Protest must be in writing and set forth the specific grounds of the dispute and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protest shall include the name and contact information of the Protester, solicitation/contract number or description, and what remedy the Protester is seeking. The Protester is responsible for adhering to this regulation.

A Protester must exhaust all of METRO’s administrative remedies before pursuing a protest with the FTA.

METRO’s Finance Manager shall make a determination on the Protest generally within ten (10) working days from receipt of the Protest. The Decision of the Finance Manager must be in writing and shall include a response to each substantive issue raised in the Protest.

Any Decision by the Finance Manager may be appealed to the Board of Directors. The Protester has the right within five (5) business days of receipt of the Finance Manager’s Decision to file an appeal restating the basis of the Protest and the grounds of the appeal. In the appeal, the Protester is only permitted to raise information and issues previously provided in the Protest or discovered after the Protest was submitted to the Finance Manager for Decision and directly related to the grounds of the Protest. The Protester shall be provided with at least 72-hour notification of when the Board of Directors will hear the Appeal. The Protestor may appear, be represented and present evidence and testimony at the Appeal Hearing. The Board of Directors’ decision shall constitute METRO’s final administrative determination.

In the event that the Protester is not satisfied with METRO’s Board of Directors’ final administrative determination, he/she 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 the jurisdiction over Protest(s) and Appeal(s).

At any time, the Protester may request reconsideration of METRO’s Final Decision if data or information becomes available that was not previously known, or there has been an error of law or regulations.

The Protester may withdraw its Protest or Appeal at any time before METRO issues a final decision.

If METRO postpones the date of proposal submission because of a Protest or Appeal of the solicitation specifications, addenda, dates or any other issue relating to the procurement, METRO will notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that a Protest/Appeal had been filed, and the due date for proposal submission shall be postponed until METRO has issued its final Decision.

Reviews of Protests by FTA are limited to 1) METRO’s failure to have or follow its protest procedures, or its failure to review a complaint or Protest; or 2) violations of Federal law or regulation.

A Protest Appeal to the FTA must be filed in accordance with the provisions of FTA Circular 4220.1F. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under METRO's protest procedure. Protest appeals should be filed with:

**Federal Transit Administration**  
Regional Administrator Region IX  
201 Mission Street, Suite 1650  
San Francisco, CA 94105-1839

Telephone: (415) 744-3133  
Fax: (415) 744-2726

**METRO RESPONSIBILITIES TO FTA**

METRO’s Finance Manager will notify the FTA when he/she receives a third party contract protest to which the

FTA Circular (4420.1F) *Third Party Contracting Guidance* applies, and will keep the FTA informed about the status of the Protest including any appeals.

METRO's Finance Manager will provide the following information to FTA:

- a. Subjects: A list of Protests involving third party contracts and potential third party contracts that:
  - (a) Have a value exceeding \$100,000, or
  - (b) Involve controversial matter, irrespective of amount, or
  - (c) Involve a highly publicized matter, irrespective of amount.
- b. Details: The following information about each Protest:
  - (a) A brief description of the Protest,
  - (b) The basis of disagreement, and
  - (c) If open, how far the Protest has proceeded, or
  - (d) If resolved, the agreement or decision reached, and
  - (e) Whether an appeal has been taken or is likely to be taken.
- c. When and Where: METRO will provide this information:
  - (a) In its next quarterly Milestone Progress Report, and
  - (b) At its next Project Management Oversight review, if any.
- d. FTA Officials to Notify: When METRO's Board of Directors denies a bid Protest, and an appeal is likely to occur, METRO's Finance Manager will inform the FTA Regional Administrator for Region IX, or the FTA Associate Administrator for the program office administering a headquarters project directly about the likely appeal.

METRO's Finance Manager will disclose information about any third party procurement Protest to FTA upon request. FTA reserves the right to require METRO to provide copies of a particular Protest or all Protests, and any or all related supporting documents, as FTA may deem necessary.



**ADDENDUM NO. 1**

**Santa Cruz Metropolitan Transit District Request for Proposals(RFP)  
No. 10-04 For Consultant Services For Upgrade Of  
METRO's Closed Circuit Television Surveillance System**

**RFP DUE DATE: AUGUST 17, 2009 @ 5:00 PM, PST**

**Date of Addendum Issue: August 7, 2009**

Notice is hereby given that the Santa Cruz Metropolitan Transit District (METRO) is providing the following clarifications, modifications, additions and / or deletions to the Request for Proposals(RFP) No. 10-04 for Upgrade of METRO's Closed Circuit Television Surveillance System. This Addendum shall become a part of the original RFP as issued by METRO.

**Receipt of this Addendum No. 1 shall be acknowledged in your proposal response.** Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the Invitation for Bid.

All questions concerning this Addendum shall be referred to Lloyd Longnecker, Purchasing Agent at 370 Encinal Street, Suite 100, Santa Cruz, CA 95060, (831) 426-0199 Voice, (831) 423-2918 Fax, or email address [llongnecker@scmttd.com](mailto:llongnecker@scmttd.com).

This Addendum forms a part of the Contract Documents, and modifies the following as noted below:

1. **ADDENDUM CONTENT:** Addendum No. 1: A total of three (3) pages
2. **CHANGES TO PREVIOUS ADDENDA:** (NONE)
3. **BIDDERS REQUESTS FOR CLARIFICATIONS:**

3.1 *QUESTION* Is there a budget for this project? If there is a budget, does it include providing an assessment report including recommendations and a CCTV system design package which is biddable?

**ANSWER: Yes there is a budget for this project. Please refer to Part III, Article 1.**

**INTRODUCTION. The specifications are inclusive of assessment and recommendations to be provided by the Consultant. Bid should reflect these requirements.**

3.2 *Question:* Is the bidder required to have a California Licensed Engineer, PE on staff and assigned to the project to sign and stamp documents?

**ANSWER: The Consultant firm should have available any an all required personnel to perform the project in compliance with Federal, State, County, and Local laws and requirements and meet all FCC requirements. Refer to Part III, Article 3. Scope of Work.**

3.3 *Question:* Is the bidder required to have a Certified Protection Professional (CPP) as designated by the American Society of Industrial Security (ASIS) on staff and assigned to the project?

**ANSWER: Unknown, Consultant services being requested in order to determine what is needed and fulfill requirements so that final assessments and recommendations be in accordance with required/desired outcome that will meet METRO's needs and will provide the expected end result satisfactorily.**

*3.4 Question: In part III, Item 3. SCOPE OF WORK, 2nd paragraph, a minimum of one year of archiving capacity for all locations is required. We recommend that if this requirement is to be identified, it should include minimum picture resolution (1 thru 4 CIF) and number of images per second (IPS) as part of the requirements. Our experience is that 4 CIF at 12 IPS provides the required resolution for investigative purposes and daily operations.*

**ANSWER: The need for archiving for the time period specified is a legal issue. The requirements would be for proper definition, clarity and appropriate IPS in order to provide the necessary information required by Law Enforcement, and or be conducive to presentation in a court of law.**

*3.5 Question: In part III, Item 3. SCOPES OF WORK, 3rd paragraph references ANSI requirements, please identify any requirements that apply to the CCTV products of services anticipated for this project.*

**ANSWER: ANSI may not be the appropriate term for this application. The purpose of identifying a standard would be to identify equipment, programs, applications that meet determined and tested standards that are recognized in the industry and that establish the functional performance parameters of the products. A more appropriate reference may be work that has been performed by Internet Engineering Task Force (IETF) who have put together protocol specifications so that multiple vendors' with dissimilar devices can operate/communicate across networks.**

*3.6 Question: In Part III, Article 3. SCOPE OF WORK, 4th paragraph, please clarify what the expected deliverables are and what they look like. The items identified in Article 4 do not seem to coincide with the work describe in the Article 3. For example Article 3, 4<sup>th</sup> bullet states "include weighted evaluation criteria" what does this look like? Are you looking to weight contractors, manufacturers, specific products (cameras), or technical requirements (band width)?*

**ANSWER: Examples of weighted evaluation criteria can be found in Part III, Article 7 Evaluation Criteria. The successful contractor will prepare specifications for a subsequent METRO RFP for equipment and installation needed to upgrade METRO's CCTV surveillance system and include weighted evaluation criteria to help METRO in scoring any proposals received (ie. Technical approach – 35 points, Cost proposal – 25 points, etc.). Weighted evaluation criteria should be specific to the goals and requirements of the subsequent RFP.**

*3.7 Question: We recommend that you expand your consultant requirements to capture a broader skill set. Any CCTV system designed today should include the capability to integrate with an access control system. This is critically important because the system design should allow you to build an event driven security system i.e. an alarm on the access control system or video motion detection alarm will cause a picture to be displayed at the monitoring location, an e-mail message to be sent, or other user defined scenarios. We also believe that the bidder organization's skill set should include staff with networking experience (RCDD, MSCE Certified,) because it is very likely that all future security work will be connected to the Owner's LAN/WAN.*

**ANSWER: Assessment and recommendations are to include this type of expansion as part of the final report. Submittals should include skill set capabilities that expand beyond the sets identified in order to evaluate properly.**

*3.8 Question: Is there currently any CCTV network infrastructure or connectivity between buildings?*

**ANSWER: There are "Stand Alone" units for each of the following buildings: Metro Transit Center, ParaCruz Division, Fixed Route Division, Fuel and Servicing Building, Cavallaro Transit Center, Maintenance Facility. Each of these buildings has from one to 16 cameras connected to**

**multiplex recording machines. There is connectivity between buildings but limited in bandwidth and cannot accommodate real time streaming video.**

*3.9 Question: If not, is it expected that the network will need to be from scratch as part of the RFP, and only include the indicated sites?*

**ANSWER: A network would need to be established in order to tie in our newest equipment, with any other equipment that will be deemed required as part of creating the surveillance system for all METRO buildings. In addition to a review of buildings previously mentioned there would need to be a review of additional building; Administration, Watsonville Transit Center, Buildings, and the Soquel Park and Ride location.**

*3.10 Question: What is the existing bandwidth between the various sites that currently have network connectivity?*

**ANSWER: Bandwidth varies between locations. As a reference the IT Department currently resides at our Administrative building so the following will be from that reference point. To Operations 1.5 mbps on T-1 line, to Maintenance building - 1gb fiber optics, to ParaCruz - 1.5 mbps on two T-1 lines with 3-com accelerator, to Metro Transit Center 1.5 mbps on T-1 line with 3-com accelerator with priority optimizing capability, voice = high priority, print = low priority.**

**4. CHANGES TO RFP TERMS AND CONDITIONS: (NONE)**

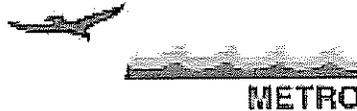
**END OF ADDENDUM NO. 1**

Lloyd Longnecker  
Purchasing Agent

**EXHIBIT - B**



*The Santa Cruz Metropolitan Transit District (METRO)*  
*Request for Proposals (RFP) For*  
*Consultant Services for Upgrade of METRO's Closed*  
*Circuit Television Surveillance System*  
*METRO RFP No. 10-04*



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**August 17, 2009**

iXP Corporation  
1249 S River Road, Suite 100  
Cranbury, NJ 08512  
Tel: 609.409.7272  
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**PART II**  
**GENERAL INFORMATION FORM**  
**CONSULTANT SERVICES FOR UPGRADE OF METRO'S**  
**CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM**  
**RFP No. 10-04**

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

iXP Corporation  
Legal Name of Firm

8/12/09  
Date

1249 S. River Road, Suite 100, Cranbury, NJ 08512  
Firm's Address

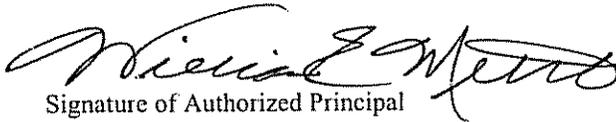
609-409-7362  
Telephone Number

609-409-7623  
FAX Number

Corporation  
Type of Organization (Partnership, Corporation, etc.)

22-3690697  
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 METRO 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 METRO 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 METRO the required insurance certificates within ten (10) calendar days of the Notice of Award.

  
Signature of Authorized Principal

William E. Metro President and Chief Operating Officer  
Name of Principal-in-Charge and Title

Michael Anderson Director  
Name of Project Manager and Title

Benjamin Archer-Clowes, Consultant, barcher-clowes@ixpcorp.com, 646-895-1767  
Name, Title, Email Address and Phone Number of Person To Whom Correspondence Should be Directed

1249 S. River Road, Suite 100, Cranbury, NJ 08512  
Addresses Where Correspondence Should Be Sent

iXP Corporation is a public safety and security professional consulting company. We provide services in the prevention, preparation, and response of public safety and security in the areas of Governance, Operations, Technologies, and Facilities. Per the RFP, for Santa Cruz METRO, our primary responsibilities will focus on the technology elements (namely CCTV) and the assessment, recommendations, and RFP development and support.  
Areas of Responsibility of Prime Contractor

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## 1. Project Understanding – Santa Cruz Metropolitan Transit District

iXP received the Addendum No. 1 which was issued on August 7 2009 and was concerning the RFP No. 10-04.

### Introduction:

iXP is a professional services consulting firm specializing in delivering mission critical solutions for public safety and security organizations. We maintain a Technology Practice which specializes in assessing our clients' current public safety and security technology environment and operations and making focused recommendations on solutions that solve a specific, or set of, business problem(s). Technologies such as Closed Circuit Television (CCTV) recording and monitoring, Analytics (Smart – CCTV) and Gunshot Detection are some of the specialized areas in which we have industry expertise. The Technology Practice members have designed, architected and implemented a variety of solutions for a vast array of clients in each of these areas that include, but are not limited to, these examples:

- A client who wanted to integrate a behavior recognition application onto their existing traditional CCTV system. iXP assisted this client in evaluating a variety of Smart - CCTV solutions and then making a recommendation on a system that best met the clients' requirements.
- A client with no CCTV engaged iXP's Technology Practice to conduct site surveys, design a solution architecture for a new system, recommend a solution, and implement a scalable network based CCTV system. The result of the solution we designed for the client has given them the chance to increase the size of their system each year since initial implementation with no need for a redesign of the system.
- A client with an older CCTV system engaged iXP's Technology Practice to conduct Site Surveys, create a design and a scalable architecture for a new traditional CCTV system as well as a Smart-CCTV system.
- A client who wanted to consolidate their CCTV monitoring and Public Safety dispatching functions into one location engaged iXP to develop a set of functional requirements and a design for a new Communications Center with the ability to monitor CCTV and conduct campus police dispatching in a fully integrated environment.
- Repeat clients who have engaged iXP to help them ensure their CCTV systems remain state-of-the-industry.

iXP's Technology Practice is skilled at finding solutions that are based on client needs and requirements and that support their business operations and practices. iXP is *vendor neutral* and has experience in presenting the 'pros' and 'cons' for each possible solution. The fact that we are not affiliated with any manufacturer or vendor means we can serve you, the client, in a trusted advisor role providing un-biased solution designs and recommendations. iXP has a proven three-phased approach for assisting our clients on public safety projects. These three phases are briefly described below.



## **Assessment**

The assessment is essential to any public safety and security project. It will allow iXP to use its expertise, and knowledge of industry standards and best practices to conduct an analytical review and objective assessment of the METRO CCTV system.

## **Business Case**

A Business Case can help address the budgetary requirements and timelines associated with various improvements to public safety and security. It often looks at the detailed true cost of operations, technology and facility costs, impacts and detailed solution designs, lifecycle management and financial predictability. Although this is not an area of focus for the METRO project, it is an area which can be addressed in the future if needed. It is often used to show the business and financial details and potential advantages of implementing our recommendations.

## **Implementation**

iXP can offer its project management services for the implementation of the accepted solutions and technology enhancements. Some of the services included in this phase are Program and Project management, procurement, receipt and design, installation and configuration, testing, start-up, transition and final acceptance of any new technologies, facility upgrades, or operational changes. A large number of the tasks we will be assisting METRO with align to this Implementation phase. In particular, assisting METRO with the procurement process is a large portion of this project and we know that our experience and expertise in this area will be an invaluable asset to METRO by ensuring the project is completed at an exceptional level.

iXP has vast experience incorporating the above phases and their relevant tasks into public safety and security projects. In particular iXP has experience working with Public Agencies, municipal, county and state law enforcement, fire and EMS departments to leading Higher Educational Institutions' public safety and security departments. By using the lessons learned from these projects iXP can provide METRO with best in the industry consulting services.



## 1B. Project Understanding / Approach

iXP understands the scope of the project METRO is undertaking and can provide the skill set, experience, quality and scope of work that will allow you to exceed expectations for this project. We continually focus on our clients with an emphasis on tailoring each project to address the client needs and will use this approach with METRO. By combining the information in this RFP, which expresses the goals of METRO, and our experience and lessons learned from similar projects, we have compiled a list of tasks which we feel are critical to the success of this project.

[REDACTED]



[REDACTED]



## 2. iXP Qualifications and Experience

Founded in 1999, iXP Corporation is a professional services firm that is headquartered in Cranbury, New Jersey and serves a national client base. iXP is the company that public safety and security organizations rely on to address their public safety and security mission critical preparation, prevention and response issues. As a trusted and experienced company, iXP offers a proven methodology and tailored solutions for its clients-- which range from municipal, county and state law enforcement, fire and EMS departments to leading Higher Educational Institutions' public safety departments. Working side-by-side with clients, iXP's career veterans integrate public safety and security best practices with business and technology solutions that provide clients with 24x7 operational continuity. In short, iXP's solutions are a critical component to saving lives. The result: loyal clients who have been with iXP since its inception and peace of mind for communities

*As a professional services consulting firm, iXP believes it is essential to offer its clients a service which is both unbiased and based on industry best practices. We believe that being completely vendor independent is the only way to provide a true and fair consulting service to our clients and makes us the ideal choice for METRO and its desire to work with a consultant who has no financial interest or affiliation with CCTV manufacturers, suppliers of equipment or vendors.*

iXP has numerous key qualities that allow us to be a trusted partner with our clients.

- iXP's professionals have first-hand, experience-- from field operations to the executive level-- working for public safety agencies, as well as command officer experience in law enforcement, firefighting, and emergency medical services. *This means that clients get a team of extremely qualified and experienced public safety professionals.*
- iXP is solely dedicated to providing Public Safety and Security professional services. *This means that iXP is 100% focused on Public Safety and Security projects and can apply years of lessons learned.*
- iXP is product and vendor independent, and thus is not biased toward a specific solution. *This means that iXP will develop a best-fit solution for each client.*
- iXP has a methodology for successfully delivering Public Safety and Security solutions for its clients. *This means that iXP will follow a \*proven\* methodology to deliver a mutually agreed upon Scope of Work for each client.*
- iXP works as a trusted partner with clients from 'concept to completion.' *This means that iXP can support a project from the initial evaluation phase through implementation and on-going support as needed.*

iXP provides expertise across the four critical building blocks of public safety and security solutions - *Governance, Operations, Technology and Facilities*. iXP focuses on these four critical areas when assessing, evaluation, planning and designing public safety and security plans, programs, and solutions for mission critical safety/security environments. These will be applied to the project for METRO as applicable when they correspond to the requested scope of work. A summary of each key area is provided below:



GOVERNANCE
<p>Today's emergency response landscape is a complex web of organizational, technological, operational, and facility challenges. Increasingly, successful planning and management of these interconnected elements depends on well thought-out <b>governance and business models</b>. Thoughtful <b>planning</b> leads to successful outcomes, and iXP's depth of experience in helping clients plan their future environments is brought to bear in each new engagement. iXP has helped a number of clients find the best mix of <b>plans, technologies, facilities, and operational and staffing models</b> to fit their situational needs. Taking into account the needs of all parties, iXP is expert in navigating multiple stakeholders, their needs and requirements that prove critical to an initiative's success. iXP also brings expertise in developing the <b>intergovernmental agreements</b> that bring public safety departments together with responding public and private sector agencies to share resources, improve interoperability and coordinated response.</p>
OPERATIONS
<p>iXP has broad experience in planning and managing public safety and security environments, operations, emergency communications, Public Safety Answering Point (PSAP) – E911/monitoring operations and designing facilities and technologies that support incident command management. Whether establishing operational standards and procedures, building long term maintenance and support models for the wide mix of technologies integrated within these departments/facilities, or establishing long-term system and organizational relationships that support <b>interoperability</b>, iXP's depth of industry experience allows us to help our clients find solutions that fit their operational needs and fiscal constraints.</p>
TECHNOLOGY
<p>iXP has expertise across the full spectrum of public safety and security technologies, (Enhanced 911, Communications Systems (radio and telecomm), CAD, RMS, Logging/Recording, Emergency Notification, Alarms Systems, CCTV and Smart CCTV, Access Control, etc.) We are able to assess legacy environments, perform operational, technical and financial analysis, recommend, plan, design, and manage the technology that provides a best fit to meet the client's goals and vision for today, as well as future growth. Our technology tenant will be the focus of the METRO project. We will use our experience and expertise to assess the METRO CCTV system and then make recommendations which will facilitate a best of breed system for METRO. Not only will our expertise and lessons learned from focusing on the technology aspect of many projects be advantageous to METRO but so will our ability to incorporate best in the industry standards and practices.</p>
FACILITIES
<p>The most significant long-term investments communities make in emergency responses are the <b>facilities</b> that support the public safety and security enterprise. With increasing national focus on homeland security and critical infrastructure protection, local emergency communications and operations facilities are increasingly being planned and designed with both high-availability and force-protection and industry standards in mind. This shifting focus requires increased attention to site selection, building design, diverse connectivity for building power, and redundant systems to assure these facilities have <b>zero down time</b>.</p>

iXP's employees are former law enforcement, fire, or EMS personnel or have worked for a public safety technology company. They are knowledgeable and experienced in performing the duties and tasks required of public safety departments. Each iXP staff member has earned a proven track record in the delivery of fully integrated, customized, and cost-effective public safety solutions including: operational analysis and planning, technology operations and management, organizational analysis and design, and financial analysis and modeling. iXP consultants are active members of numerous public safety and security professional organizations and associations. This is one of the tools we use to enable us to remain industry leaders and to ensure that we stay current and are "up to speed" with recognized industry best



practices and standards. Our active roles in these organizations highlight our versatility and our focus on the public safety and security environment. These organizations include:

- Association of Public Safety Communications Officials (APCO) International
- International Association of Chiefs of Police (IACP)
- National Emergency Number Association (NENA)
- International Association of Campus Law Enforcement Administrators (IACLEA)
- International Associations for Healthcare Security and Safety (IAHSS)

iXP's skilled and experienced staff comprise a team of professionals designed to deliver excellence and exceed expectations for our client's projects. A sample of iXP's staff experience is summarized here. Complete resumes are provided in the Appendix A.

**MICHAEL ANDERSON - Director and Sr. Consultant**

Michael Anderson leads iXP's Security Technology practice. He has over 20 years experience in a variety of Technology positions that include CCTV System design and implementation, Access Control Systems, Mass Notification System Design and Implementation, Gun Shot Detection System Implementation, Computer Aided Dispatch System Implementation, Facility Design, LAN and WAN design and deployment, Telephony planning and deployment, wireless LAN & WAN networking and software development. As an early designer and adopter of IT based processes while serving with the United States Navy, he has a firm understanding of how to integrate IT into daily work processes. With iXP, his focus is on Communications Command and Control - Centers, namely the technology needed to support these operations. Mr. Anderson has worked on and led numerous projects with iXP with similar work elements to the Metro project for: The Johns Hopkins University, The Catholic University of America, Morris County NJ, Constellation Energy Group and Rensselaer Polytechnic Institute. He has been a featured presenter at multiple International Association of Chiefs of Police (IACP) and International Association of College Law Enforcement Administrators (IACLEA) conferences where he has, as an expert in CCTV, made presentations based on CCTV and some of the innovative solutions he has designed.

**DON MCGIRR - Consultant**

Mr. McGirr has over 25 years in municipal law enforcement. For the last few years, he has worked in the private sector focused on security technologies. He has detailed knowledge of such equipment as CCTV, Emergency Phones, CAD/RMS, Access Control, IP networks, etc. This knowledge and experience coupled with his operational knowledge, offers a unique blend of master planning, technology design, and implementation talent.

**AL WALLACE - Sr. Consultant**

Mr. Wallace has over 20 years of experience in the management of public safety projects from both the public and private perspective. He has diverse experience and proven ability in the implementation and management of complex public safety technologies, including wireless communications, voice and data radio systems, computer aided dispatch, records management systems, mobile computing, and automated vehicle location systems. He has the ability to understand diverse stakeholder interests combined with technology capabilities to identify successful solutions. Mr. Wallace has been the project manager and technical lead for large, complex, technology projects for cities and counties. For example, he has managed the design and implementation of a county wide 800 MHz trunked radio system in the State of Maryland. He provided complete integration services including technical design, site selection, vendor selection, implementation, testing, training coordination and cutover. For the past several years, Mr. Wallace has served as the Technology Lead for the New York City Emergency Communications Transformation Program (ECTP), which is a Mayoral initiative to co-locate police, fire and EMS communications and E-9-1-1 call taking and share a common technology infrastructure.



**DAVID ZIMPFER- Practice Director**

Mr. Zimpfer has over 21 years of municipal and university law enforcement experience. In his law enforcement career he has extensive experience in major project management, program development and operational responsibilities. He retired from law enforcement on December 31, 2006 as the Assistant Chief of Police of the Arizona State University Police Department. As the Assistant Chief he was responsible for day-to-day operations, planning, and supervision of police operations, including 135 police professionals working on all campuses. During his tenure, he was also responsible for such tasks as: new facility design and implementation, development of new campus police and security services, and Emergency Operation Plan ownership. For iXP, Mr. Zimpfer has consulted on numerous security and threat risk assessments.

**CHUCK BURDICK – Sr. Consultant**

Mr. Burdick has over 25 years in professional Fire and EMS services; including fifteen years of incident command experience with a thorough knowledge of the National Incident Management System. He has a complete working knowledge of public safety communications including: emergency services communications centers including Computer Aided Dispatch Systems, E911, Motorola 800Mhz Trunked Radio System, Mobil Data, GPS vehicle locating system, Zetron, and Emergency Medical Dispatching. Mr. Burdick served as the Division Chief of Operations and Incident Commander at the school shooting at Columbine High School. With iXP he also worked on the Benton County, Washington and Paradise Valley, Arizona projects, as well as the Town of Buckeye, Arizona Police Department. Additionally, he is providing consulting to the Cities of Sandy Springs and Johns Creek, GA Police and Fire Departments.

**LAWRENCE CONSALVOS - Sr. Vice President and General Manager**

Mr. Consalvos has over 30 years of public safety and security industry experience. In the early eighties, he was the Director of Public Safety for the City of Fort Wayne, Indiana. This Public Safety agency was the third largest combined Police, Fire, EMS and Communications operation in North America. During his tenure the agency was recognized as a model for municipal law enforcement and fire services. In the last 20 years, Mr. Consalvos has built and managed public safety services organizations for Bull Information Systems, MCI, EDS and iXP. His experience includes complex operational and technology planning for agencies. Mr. Consalvos will provide executive support and oversight for METRO project.

iXP and its team of expert consultants have become a trusted partner for many public safety and security organizations. We have been helping clients like METRO create and improve their public safety and security environments for over 10 years. We believe that our extensive experience and lessons learned provide the unrivaled level of consulting service that METRO is seeking for this initiative.



Our ability to tailor our service to the goals of our clients is expressed in the array of different clients we have helped. Samples of some of the clients we have helped over the past 5 years include:

- New York Police Department
- Town of Buckeye, Arizona
- Paradise Valley, Arizona
- Cities of Sandy Springs & Johns Creek Georgia
- Jefferson County, Alabama
- Nassau County, New York
- Tacoma, Washington
- Benton County, Washington
- Sweetwater, Wyoming
- Fire Department of New York
- Cities of Phoenix/Mesa, Arizona
- State of Iowa
- Brown University
- Constellation Energy Group
- University of Connecticut
- Lancaster General Hospital
- The Johns Hopkins University
- Emory Medical
- Seattle Police
- Boston Police Department
- Massachusetts Institute of Technology
- Syracuse University
- Commonwealth of Pennsylvania
- Johns Hopkins Medical Institutions
- Roger Williams University
- George Washington University
- The Catholic University of America
- New Castle County, DE

As discussed, iXP is currently working with a number of clients in the planning, design, integration and deployment of video surveillance/ CCTV (and Smart - CCTV) solutions.

Constellation Energy Group (CEG), a Fortune 200 Financial Services and Energy company, engaged iXP to conduct an evaluation of eight companies offering video analytics solutions. Our recommendation led to a pilot project that helped CEG determine the value of video analytics in their current security operations. Additionally, iXP worked with CEG to evaluate Access Control and Video companies with the expressed desire of replacing their current enterprise Access Control and Video Management platforms.

The Johns Hopkins University (JHU) Homewood Campus engaged iXP to perform a complete assessment of their Security Communications Center, technology, operations and governance. JHU is an urban campus and therefore some of the University CCTV technology was placed on Baltimore streets and Transit routes. This meant that it was essential to work with the Baltimore Police Department and JHU to create a solution which optimized the safety for both the staff and students of JHU and the citizens of Baltimore. The University took the iXP recommendations and engaged iXP to make a solution recommendation, network architecture design and then fully deploy a state of the art Smart-CCTV system that is monitored in their new Communications Center. The blend of traditional and cutting edge technologies used in their video surveillance operations has resulted in the Security Department becoming more involved in potentially dangerous situations earlier with more desirable outcomes. Additionally, archived video has provided the University and the local police department with evidence crucial to resolving crimes.

The Catholic University of America (CUA) engaged iXP to perform a full assessment of the Public Safety Department's Communications Center, operations and technology. Our recommendations have led the University to engaging iXP to deploy a new video surveillance system using video analytics that will be monitored in a soon to be renovated Communications Center. As CUA is an urban university based in Washington DC it was imperative that we worked closely with the Washington DC Police Department and local public agencies when working to improve the public safety and security of CUA. One of the main areas where we worked with CUA and the local public agencies was with the CCTV systems in and around the campus, local communities and local transit routes that students, staff and Washington DC citizens used.



Rensselaer Polytechnic Institute engaged iXP to fully assess their Public Safety operations with regards to technology, operations and facilities. Their goals include the redesign of the Communications Center to adapt to changing technologies and increasing their use of video monitoring to maintain a safe environment for the campus population.

iXP's role in these above outlined projects included the development and validation of the clients' functional requirements, assistance during the procurement process and in particular the writing of the RFP and the evaluation of vendor capabilities as they relate to the functional requirements and solution recommendations.

In each of these engagements, iXP was selected for its experience, qualifications and client references and our ability to be vendor neutral. We believe that vendor neutrality is crucial to our ability to remain true to our clients' requirements, allowing us to design and recommend a best-fit solution in response to their needs. Our unbiased approach is particularly important when assisting our clients through the procurement process and helping create an RFP which is both thorough and fair. This ability will enable iXP to develop the technical specification portion of METRO RFP whilst offering weighted evaluation criteria to assure that the most appropriate and cost effective solution is selected.



## 2A. Similar Projects

iXP has provided professional services to numerous clients regarding CCTV, Video Monitoring, and Communications Centers. We have supported numerous projects and phases of their public safety and security planning and improvement initiatives. iXP has successfully delivered integrated CCTV solutions for many clients. For your reference, the description and client contacts for 3 of our public safety and security projects delivered within the last 3 years are included below.

iXP has provided services across several projects over multiple years for each client. We have built a trusted partnership and continue to support them as needs arise. Initial project phases have ranged from \$50K - \$175K and the total projects for various clients have exceeded \$2M+. The variance is in the stages, phases and budget cycles that we help work to meet the clients' fiscal requirements.

### PROJECT 1: CONSTELLATION ENERGY GROUP

Constellation Energy Group (CEG), a Fortune 200 company, is an integrated financial services and energy company operating in all areas of the energy value chain. They generate, transmit and deliver energy through a diversified, nationwide fleet of power plants delivering electricity and natural gas. It is also one of the nation's largest wholesale power sellers. They operate / serve customers in at least 15 states, the District of Columbia, United Kingdom, and two Canadian provinces.

Constellation Energy approached iXP to *assist in the assessment, design, and development of a new Security Operations Center and associated Emergency Operations Center. This included incorporating their network of over 300+ CCTV cameras from across their operating states into a single monitoring location.*

iXP assisted in developing the implementation and transition plan to incorporate the CCTV and other technologies into the new Security Operations Center. We worked with them to design a user friendly operating environment, incorporating large screen displays, and designing consoles to support the CCTV monitoring and polices for the appropriate response(s). Additionally, iXP worked with Constellation energy on Monitoring Center operations, staffing, and job descriptions.

We also assisted CEG in selecting an enterprise wide access control and *Video Management System*. iXP worked with CEG to document the base requirements and the targeted vendors were interviewed and investigated to determine their products' compliance with the requirements, financial viability, and product roadmap for the future. The deliverable for this project was a Report on the targeted products/vendors and a recommended short list for the next phase, that being the development of a Request for Proposal (RFP) and ultimate vendor(s) selection.

iXP also worked with CEG on a Smart-CCTV analysis and initial pilot effort. We have conducted an extensive review of commercially available Smart-CCTV solutions to determine the capabilities of these platforms and recommending the "best fit" for Constellation Energy based on their functional and operational requirements.

**(This project included CCTV and Communication Center Design elements)**

**PROJECT MANAGER: MICHAEL ANDERSON**



## PROJECT 2: THE JOHNS HOPKINS UNIVERSITY, MARYLAND

The Johns Hopkins University constantly seeks ways to provide a safer environment for its students and employees on its Homewood campus, a 140-acre main campus, located in northern Baltimore. With its wide distribution of facilities, some in adjacent neighborhoods and on public streets, student enrollment of more than 7,000, and more than 6,000 faculty and staff, the campus poses complicated public safety and security challenges.

iXP was engaged by Johns Hopkins University (JHU) to examine the entirety of the public safety/security command and control operations. This included public safety communications center technology, Inter- and Intra- Campus Emergency Radio Systems, *CCTV*, access control, facilities, and communications center operations. The focus of the engagement was to evaluate the legacy environment and operations and use this information to build a migration strategy and master plan to utilize security and communications technology in lieu of more personnel to increase the safety and security of the campus and the surrounding Baltimore area. In delivering the project, iXP managed the planning, design, hardware and software evaluation (vetting product vendors), business case compilation for detailed design, costs, maintenance, and timelines, and full implementation (scheduling through acceptance).

*The JHU campus spans across Baltimore City Streets. iXP worked with them and the Baltimore Police on various technology solutions, including CCTV, and the integration and operability between the private and public entities.*

The first phase was an assessment focused on evaluation, planning and direction. iXP worked to assess the existing environment (operations, technology, and facility) to document and deliver the findings, risks, and recommendations. This included a *recommendation and preliminary plan for the design and installation of CCTV equipment at strategically selected locations* on campus, as well as a new communications center and emergency operations center facility. iXP then developed the business case that would become the roadmap to deliver the next generation of security enhancements. It detailed designs, budgetary cost estimates, and projected timelines for completion. In this recommendation, iXP proposed the use of Smart-CCTV to provide a technology force multiplier for the public safety department. The recommendations also addressed new center technology, operations & staffing for the new facility.

Following the assessment, recommendation prioritization and business case completion, JHU employed *iXP for the turn key management of the implementation of a number of the solutions including the cameras, Smart-CCTV, Emergency Phones, Computer Aided Dispatch, Time Synchronization, etc. The scope included procurement and installation, network design, configuration, test, turn-up, developing and staffing a temporary monitoring center, system administration, and project management. iXP also served as the prime consultant and construction manager for the facility design and build-out, and for the procurement, integrations, testing, and implementation of all the center technology.*

We are a trusted advisor and true partner with this client and the relationship has spanned 4+ years. We continue to help them implement technology to secure new facilities as the campus grows.

**(This project included CCTV, Emergency Phones and Communication Center Design elements)**

**PROJECT MANAGER: MICHAEL ANDERSON**



**PROJECT 3: THE CATHOLIC UNIVERSITY OF AMERICA, DC**

Having the largest campus in Washington, D.C., with 55 Major Buildings, over 700 faculty members and a student population of over 6,000, The Catholic University of America's (CUA) expansive setting poses a variety of public safety and security challenges. As they seek to provide a safer environment for its students, faculty, staff and visitors on its 193-acre campus, the University turned to iXP Corporation.

iXP was engaged by CUA to review and assess the technology, operations, and facilities of the Public Safety Department. Specifically, the University asked iXP to do an assessment / examination of their existing communications center environment and develop a business case to support the recommendations put forth in the assessment that would act as a roadmap/master plan for security enhancements on campus.

iXP used proven processes to evaluate and assess the full life-cycle of the technologies, operations and infrastructures that support their emergency communications. The pace of technological change is one of the biggest challenges in public safety and emergency communications. As such, iXP assisted in delivering a solution that will help the University prepare for and implement a successful long-term project. iXP evaluated the current infrastructure, including the physical facilities, equipment, Ethernet network and monitoring functionality. iXP reviewed current operational use of the technology and helped develop standards for use & implementation to improve safety and security, where applicable. Additionally, iXP evaluated the options available for securing campus entrances and perimeter. We then documented these findings, risks and provided recommendations.

*CUA is an urban campus where the campus security has a close working relationship with the Metro Police Department. Many of the students use the Transit routes in and around the University and therefore we had a particular focus on helping the University improve the safety and security at the transit points on and near campus.*

iXP then developed the *business case* to deliver a technical design, specification, estimated costs, and installation planning document for the upgrade of the University's security technology. The deliverable also *provided a preliminary design to upgrade/renovate the facility housing the command and control center. iXP assisted with facility design, diverse connectivity for building infrastructure systems to assure that this facility maintains business continuity for availability, reliability and security.* iXP also worked with the University to develop recommendations for a back-up Communications Center in the event of catastrophic failure to the primary Center.

CUA reviewed and prioritized iXP's recommendations and has engaged iXP to implement those with the highest priority. iXP is program managing the implementation in Phases; the first Phase includes installing *Smart Closed Circuit Television (SCCTV) cameras and upgraded emergency phones in strategic locations* around the campus. In subsequent phases, iXP and Catholic University's Department of Public Safety are expanding Smart CCTV coverage across the campus, upgrading additional emergency phones, renovating the communications center and its technology (life-safety systems, intrusion alarms, etc.) and implementing a campus-wide audible notification solution.

**(This project included CCTV, Emergency Phones and Communication Center Design elements)**

**PROJECT MANAGERS: PETER DUNN and MICHAEL ANDERSON**



### 3. References

**Client Contact**

Jack Ryan, Director of Global Security  
Constellation Energy Group  
Phone: (410) 230 – 4690  
[John.Ryan@constellation.com](mailto:John.Ryan@constellation.com)

**Client Contact**

Mr. Edmund Skrodzki- Executive Director Campus Safety and Security  
The Johns Hopkins University  
Phone: (410) 516 - 8062  
[eskrodzki@jhu.edu](mailto:eskrodzki@jhu.edu)

**Client Contact**

Thomasine Johnson, Director of Public Safety  
The Catholic University of America  
Phone: (202) 319 - 6065  
[johnsotn@cua.edu](mailto:johnsotn@cua.edu)



## 4. Proposed Timeline

Below is a proposed timeline which we have compiled using our experience conducting similar projects, the tasks which meet the requirements for METRO, and using the tasks which we feel are essential to a successful project.

[REDACTED]



## 5. Cost Proposal

iXP proposes a time and material format for this engagement, with an estimated price of \$47,677.50 based upon the following rates and a final agreed upon project plan. The current proposed plan outlined in the Project Understanding/ Approach section and again in the Proposed Timeline section reflects about 153 man hours of effort.

The hourly rates for this project are as follows:

Project Director/Senior Consultant	\$315 per hour
Consultant	\$225 per hour
Technical Consultant	\$255 per hour

*All rates are inclusive of travel and living costs. All rates are exclusive of any State, County or City taxes or business fees that may be required to conduct business with the Santa Cruz Metropolitan Transit District (METRO). Invoices will be issued on a monthly basis and payment is expected net thirty (30) days of receipt of invoice.*



## **6. Disadvantaged Business Enterprise Participation**

iXP is not a certified DBE firm and will not be using any subcontractors for this project.



# Appendix A: Resumes

**MICHAEL ANDERSON, PMP**  
iXP Corporation (2004 - Present)  
**Director - Services & Solutions Group**

## EDUCATION

BS - Education Curriculum and Design,  
Southern Illinois University at  
Carbondale, IL

AS - Liberal Arts and Sciences, Three  
Rivers Community College

## CERTIFICATIONS

PMP – Project Management  
Professional; The Project Management  
Institute; Active  
Video Security Institute – Video  
Security System Design; Active  
Design and Installation of the Instant  
Office PBX System, Vertical Networks  
Inc.; Active  
Business Communications Manager  
Engineering Support – Nortel Networks,  
Inc.  
Milestone Systems Video Management  
Systems; Active  
IndigoVision Design and Installation;  
Active

## Key Skills and Abilities

While in the private sector he has focused on the delivery of projects as well as the consulting practice within iXP, concentrating his focus on technology delivered into Command and Control Centers, namely the technology needed to support these operations:

- Smart CCTV and Video Analytics
- Gunshot Detection Systems
- Computer Aided Dispatch & Records Management Systems
- Logging/Recording systems
- Life Safety Alarms
- Integrated Console Electronics & Furniture
- Facility Design
- Overall System Integration and Operation

## Project Experience With iXP Corporation

- The Johns Hopkins University Security Department/Integrated Emergency Communications Assessment & Implementation of a Transition Monitoring Center for Smart CCTV, Access Control Evaluation and Cost, Design and Transition into a New Communications Center.
- Columbia University in the City of New York Emergency Communications Assessment.
- The George Washington University, Communications Center Transition Plan to temporary space & High level design of new space, Smart – CCTV Design
- University of Pennsylvania Technology Maintenance Project
- Nassau County Police Department – Development of and review of responses to an RFP for the implementation of a new CAD, RMS and Message Switching system.
- The Catholic University of America Department of Public Safety/Integrated Emergency Communications Assessment, Implementation of a Transition Monitoring Center for Smart-CCTV, Cost and Design of an Emergency Communications Backup Center, & Campus Wide Audible Emergency Notification System.
- Rensselaer Polytechnic Institute Department of Public Safety Assessment and Cost and Design of a Smart-CCTV infrastructure
- Constellation Energy Group Access Control and Video Management System replacement project.
- Constellation Energy Group, Smart-CCTV Pilot Project.
- The County College of Morris (NJ) Video Management System implementation RFP development and review and solution selection.
- Paradise Valley, AZ Communications Center Technical Assessment and Relocation.
- Emory Crawford Long Hospital Security Assessment.
- Johns Hopkins Medical Institutes Security Assessment and Solution Design
- Town of Buckeye, AZ Technology Assessment and Master Planning
- Brown University, Access Control and Alarms System Upgrade.



**Michael Anderson (cont.)**

**PAST PROFESSIONAL  
EXPERIENCE**

**AT&T**

Mr. Anderson joined AT&T as part of the effort to build a New Jersey based practice of Network Deployment Services. While in this position, he led and delivered a variety of projects, some of which are described below. Duties included Program and Project Management, Team Building using internal and external resources, Vendor Management, and Customer Requirements development.

Projects Included:

- Tandem Healthcare – WAN deployment for a regional healthcare provider converting the data network to an AT&T Frame/ATM Network;
- Farmer's Insurance Company – Developed the centralized database used to support the rapid conversion of 5,000 locations to an AT&T Frame Network;
- Aramark Uniform Supply – WAN and voice infrastructure deployment used to upgrade the data and voice network to an AT&T Frame/ATM Network;
- Chipotle Restaurants – PBX deployment project used to migrate the legacy voice platform to a centrally managed PBX;
- Grainger – WAN upgrade to an existing AT&T 56K/Frame Relay network;
- Apollo Group (University of Phoenix) – PBX deployment used to integrate existing and new university sites to a centrally managed voice platform;
- Enterprise Rent-A-Car – WAN conversion to an AT&T Frame Relay network from a VSAT network;
- Stone and Youngberg, LLC – VoIP implementation across brokerage's west coast based operations;
- Textron – Developed a comprehensive operations manual in support of customers' managed AT&T network;
- Janus Capital Group – Successfully led a major data center relocation requiring no network downtime.

**United Parcel Service**

Mr. Anderson worked at United Parcel Service as an Application Developer within the Finance Department. He was responsible for writing and testing computer applications used for customer billing.

**EDS/MCI Systemhouse**

Mr. Anderson worked at MCI Systemhouse as a Technical Writer and Remedy System Administrator. During his tenure he developed and implemented an ARS Asset Management application for internal and external customers. Additionally, he was responsible for updating the CAD, for developing and delivering CAD & RMS training; and for providing front line support for CAD and RMS applications.

**United States Navy**

Mr. Anderson was in the Navy from 1981 through 1991 serving on several US Submarines and as the lead instructor for the Navy Leadership Development Program for the mid-Atlantic and Northeast regions of the United States. Notable assignments include:

- The design and implementation of a computer based inventory management system for a Trident Submarine;
- Senior Instructor for the Navy's Leadership Development Program at the Naval Submarine Base in Connecticut.
- Commissioned in the Security Augmentation Force for the Naval Submarine Base, New London, CT

**CONTACT DETAILS**

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609.409.7346 (Mobile)



**DONALD R. MCGIRR**  
iXP Corporation (2007 - Present)  
**Senior Consultant**

### **EDUCATION**

Bachelor of Science, Criminal Justice  
Trenton State College, 1980  
Trenton, New Jersey

### **TECHNICAL TRAINING AND ACCOMPLISHMENTS**

Microsoft Certified Systems  
Engineer

Cisco Certified Network Associate

Cisco Certified Academy Instructor  
Brookdale Community College

### **PAST PROFESSIONAL EXPERIENCE**

### **Key Skills and Abilities**

- Twenty-five years of experience in municipal law enforcement, retiring at the rank of sergeant
- Proven ability in the design, implementation, and management of integrated public safety computer systems including computer aided dispatch, records management systems, and mobile data systems.
- Diverse experience in physical security including CCTV, Access control, IP-based networks, wireless mesh technology and the creation of custom integrated security solutions.

### **Project Experience with iXP**

- Lancaster General Hospital, Lancaster, Pennsylvania – As part of team, Mr. McGirr performed a comprehensive assessment of communications and security functions as part of ongoing enhancements to hospital communications center, operations center, and security systems.
- City of New York, New York – For the past year, Mr. McGirr has provided on-site support services to the New York City Police Department 9-1-1 system. iXP provides support for call taking and voice recording functions for over 200 call-taker positions at the primary and backup 9-1-1 centers for the city of New York.

### **Additional Relevant Systems Experience**

- Township of Howell, New Jersey – As part of a team, created RFP for IP-based CCTV and Access control system for Howell Township Middle Schools which provides distribution of live video from schools to police headquarters, vehicle-based mobile data terminals, and hand-held devices. (2007)

### **Service Works, Inc., Farmingdale, N.J.**

**2005 – 2007**

#### ***Vice President***

Mr. McGirr was employed as a technical trainer and pre-sales technical engineer and performed product evaluations.

### **Brookdale Community College**

**2001 – 2005**

#### ***Director, S.C.O.P.E. Center***

#### ***Adjunct Instructor, Computer Science Department***

Mr. McGirr was responsible for the implementation and management of an adult learning center providing distance learning services to IT professionals seeking professional certification in Microsoft, Cisco, and CompTIA technologies including MCP, MCSE, CCNA, A+, Net+, and iNet+. Duties included:

- Day-to-day management of classroom computer system networks
- Management of web-based curriculum delivery  
Inventory control of learning supplies including textbooks and licensed software



**DONALD R. MCGIRR (cont.)**

**PAST PROFESSIONAL  
EXPERIENCE**

**DRM Consulting Services, LLC**  
***Independent Consultant***

**2000-2005**

Mr McGirr was an independent consultant in the public safety market serving police agencies and CAD/RMS vendors in the North/Central Jersey area.

- Provided Sales Consulting for Windows-based CAD/RMS vendor
- Provided installation services for major New England CAD/RMS vendor
- Provided Network support for local police agencies including NCIC/SCIC integration, SNA services, Windows Servers, and wireless application support.

**Howell Township, N.J. Police Department**  
***Sergeant, Staff Services Officer***

**1975 – 2000**

Mr McGirr served as a sergeant in the Howell Township Police department where he supervised the 9-1-1 PSAP and the Police Records Department. He also served as the department's NCIC Terminal Agency Coordinator.

- 9-1-1 coordinator
- Served as Project Manager for Mobile Data Terminal Integration. (first fully integrated system in New Jersey); authored design specification for custom message switch software (1990)
- Liaison to New Jersey Administrative Office of Courts for implementation of Automated Complaint System within the Police Department-N.J. State pilot project (1993)
- Project manager, redesign of dispatch center and computer system upgrade (1996)
- Network administrator, 1990-2000
- Supervisor of 9-1-1 center, call-takers, and records department
- Managed budget for all IT related equipment and services
- Diverse knowledge of CAD/RMS systems and mobile applications

**CONTACT DETAILS**

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609.477.8509 (mobile)



**ALBERT WALLACE**  
iXP Corporation (2002 - Present)  
**Executive Director**

### **EDUCATION**

Bachelors of Business Administration  
University of Massachusetts, 1981  
Amherst, Massachusetts

### **TECHNICAL TRAINING AND ACCOMPLISHMENTS**

Land Mobile Radio Systems  
Engineering Certificate  
George Washington University

Telecommunications Engineering  
Certificate  
Northeastern University

Association of Public Safety  
Communications Officials (APCO) -  
Member

### **Key Skills and Abilities**

- Over twenty years of experience in the management of public safety projects from both the public and private perspective.
- Diverse experience and proven ability in the implementation/management of complex public safety technologies including: wireless communications, computer aided dispatch, records management systems, mobile computing, automated vehicle location systems and communications center facility design.
- Proven ability to understand diverse stakeholder interests combined with technology capabilities to identify successful solutions.

### **Project Experience with iXP**

- City of New York, New York – For the past several years, Mr. Wallace has served as the Technology Lead for the New York City Emergency Communications Transformation Program (ECTP). Begun in early 2004, the ECTP program is responsible for the consolidation of NYC call taking and dispatch functions (NYPD and FDNY) into cohabitated facilities supported by integrated systems. iXP provides a large number of services to the overall system integrator for this project.
- Nassau County Police Department, New York - Developed an RFP for the procurement and installation of the new Computer Aided Dispatch, Records Management and Message switch systems for the department. Services included drafting RFP, oversight of the evaluation process and coordination of the final recommendation and vendor selection. Additional services were provided for the oversight of the system implementations. In addition, provided technical architecture program information to the Department's architect to ensure the proper integration of public safety technology in the new communications center design. This included space, heat, electrical loads, HVAC and space requirements. The construction of the communications center is underway
- State of New York – Conducted a detailed review of the proposed contract for the New York State wireless network project for the Office of the State Comptroller. Findings and conclusions were used by OFC as part of the evaluation of proposals and award of a contract for a statewide radio communications system.
- Commonwealth of Pennsylvania – Managed the development of a statewide plan for Public Safety Communications Interoperability. Included creation of guidelines, options and standards that incorporated the rollout of the statewide radio system and the coordination of state and local agencies through Regional Counter Terrorism Task forces. In addition, a technical assessment and recommendations for improvements to the statewide radio system was conducted for the Executive Office of Information Technology. These improvements were implemented by the Commonwealth shortly thereafter

### **Additional Experience**

- City of Nashua, NH – Developed an RFP for the procurement and implementation of a Computer Aided Dispatch System, message switch, mobile client and records management system for the City's police department. Assisted with vendor evaluations, selection and contract negotiation. Served as the City's project consultant through detailed system design, testing and implementation.



**ALBERT WALLACE (cont.)**

**PAST PROFESSIONAL  
EXPERIENCE**

- City & County of Honolulu – Developed the requirements for a mobile computing system. Served as project consultant for the development of project requirements, a system cost model and the vendor RFP. Assisted with the selection of a vendor for implementation. In addition, served on the project team to develop an island wide Automated Vehicle Location system for both public safety and public service agencies
- City of New Bedford, Massachusetts – served as the project consultant for the development of an RFP for the replacement of the existing computer aided dispatch system. Responsibilities included preparation of the RFP, assistance with vendor selection and contract negotiations and oversight of implementation.

**Schema Systems, Inc.**

**1995 – 2002**

***Vice President***

Mr. Wallace served as project leader on the design and management of various public safety projects including CAD and RMS systems, wireless communications systems, both conventional and trunked two-way radio, wireless mobile computing, paging, facility design and construction and other major communications projects. In 2002, Mr. Wallace joined iXP Corporation when it acquired Schema Systems.

**City of Boston, MA**

**1986 – 1995**

***Telecommunications Director***

Mr. Wallace was responsible for the design, procurement, implementation and management of all major public safety and local government communications projects for the city. These included:

- Project Manager for the Computer Aided Dispatch system for the Boston Police, Fire and EMS agencies. Mr. Wallace was responsible for the implementation of the system from the initial bid design phase up through the installation and operation of all project activities including interfaces to E9-1-1, and the Commonwealth of Massachusetts NCIC information service;
- Design, installation and management of the largest municipal communications network in New England, including the installation of over 12,000 telephone lines in 450 buildings including the Boston Police, Fire and Emergency Services departments, the school department and various other government functions;
- Directed system design, procurement and installation of all PBX installations.
- Coordinated the design and installation of various local area network and fiber based data communications networks including Boston City Hospital, Boston Police Department and City Hall serving thousands of users. Designed and implemented a frame relay wide-area network for the City;
- Responsible for the design/implementation/management of the City's 800 MHZ trunked two-way radio system including 12 channels / used by over 850 users.

**Massachusetts Board of Regents - Higher Education Computer Network**

***Director of Administration & Finance***

**1985 – 1986**

Mr. Wallace served as Director of Administration and Finance for the computer network used by the Board for Commonwealths state colleges. Responsibilities included daily administrative oversight, management of all budgets and procurements, and coordination of all activities

**Senate Committee on Ways & Means - Commonwealth of Massachusetts**

***Senior Budget Analyst***

**1981 – 1985**

Mr. Wallace served as a Senior Budget Analyst responsible for over \$1 billion in accounts including the oversight of public higher education system, economic development programs and other state government functions.

**CONTACT DETAILS**

[awallace@ixpcorp.com](mailto:awallace@ixpcorp.com)  
917.991.8658 (Mobile)



**DAVID L ZIMPFER**  
**iXP Corporation (2007 to Present)**  
**Director – Services & Solutions**  
**Group**

### **EDUCATION**

BS - Justice Studies Arizona State  
University, 2002.

Federal Bureau of Investigation National  
Academy, Class 204, 2001.

Executive MBA - Arizona State  
University, 2006

### **PAST PROFESSIONAL EXPERIENCE**

David Zimpfer has over 21 years of municipal and university law enforcement experience. In his law enforcement career he has extensive experience in major project management, program development and operational responsibilities

### **Project Experience With iXP Corporation**

- The Catholic University of America – Full assessment of the public safety communications center, operations and technology.
- Brown University – Full assessment, spatial design and business case for a new public safety communications center.
- Johns Hopkins Medical Institute – Full assessment of the security department communications center facility, technology and operations.
- Emory Hospitals – Assessment of the public safety control center operations and supporting technologies, and patrol staffing levels and deployment practices.
- Lancaster General – Multiple public safety and security assessments of various Lancaster General campuses.
- The University of Connecticut - Full assessment of the public safety communications center, operations and technology

### **Arizona State University**

#### **Assistant Chief of Police (June 2003 to December 2006)**

- Major project responsibilities included needs analyses, ability to make recommendations, strong collaborative and communication skills and management of projects from inception to completion:
  - Managed the planning and design phases of a new state-of-the-art public safety facility at ASU-Tempe in 2006.
  - Developed police and security plan for a new campus established in downtown Phoenix in July, 2006.
  - Developed and implemented an Emergency Operations Center for all campuses in 2004
  - Planned and supervised major special events such as the U.S. Presidential Debate on October 13, 2004, NFL and PAC-10 college football games, the annual Fiesta Bowl and BCS National Championship games.
  - Facilitated the consolidation of three distinct campus police agencies into a single agency headquartered at the Tempe campus in 2003 as part of a University President's mandate to streamline critical operations on each campus.
- Responsible for day-to-day operations, planning, and supervision of police operations that encompass 135 sworn and civilian employees assigned to four campuses.
- Budget planning and implementation for annual budgets exceeding \$4.5 million; manage budget allocations to ensure that all operational units remain within budget limitations; analyze budget requirements for future years and make recommendations that ensure department needs are met
- Responsible for pre-planning and supervising multi-jurisdictional and multi-disciplinary responses to critical incidents and civil disturbances on the University campuses.
- Worked routinely with University, local, state and federal officials to coordinate joint operations, develop new programs and ensure cooperation between entities.



**DAVID L ZIMPFER (cont.)**

**PAST PROFESSIONAL  
EXPERIENCE**

**Arizona State University**

**Lieutenant/ Commander (April 1997 to June 2003)**

- Major projects included:
  - Developed a program to use civilian Police Aides to provide improved security services to the University.
  - Managed the final phase of agency accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA) resulting in international accreditation being awarded to the agency in November of 1997.
- Performed needs analyses on operational and fiscal requirements then made recommendations ensuring that department objectives and mandates were achieved within budget.
- Planned and deployed police and security resources for all major events at the Tempe campus, including major stadium concerts, NFL and college football games.
- Managed the Tempe Campus Emergency Operations Center and Emergency Operations Plan.
- Planned and supervised responses on the Tempe campus for unusual occurrences, civil disturbances, and critical incidents.

**Arizona State University**

**Narcotics Detective (January 1994 to April 1997)**

**Police Officer (November 1985 to October 1988)**

- As a Narcotics Detective assigned to Tempe/ASU Police Narcotics Task force, initiated and assisted with multi-agency investigations that resulted in successful prosecution of criminal organizations involved in illicit drug trafficking.
- As a Police Officer, enforced applicable federal, state, and local laws.

**Sedona Police Department**

**October 1988 to January 1994**

**Police Officer/Sergeant**

- As one of the original officers hired by the newly formed Sedona Police Department in 1988, assisted in the creation of the agency, wrote and implemented new policies and procedures; enforced applicable federal, state and local laws.
- Promoted to sergeant in December, 1989; duties and responsibilities included supervising a patrol squad and assisting with budget and strategic planning.

**CONTACT DETAILS**

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609.802.1051 (Mobile)



**CHARLES BURDICK**  
iXP Corporation (2006 - Present)  
**Senior Consultant**

**EDUCATION**

MS in Management  
Regis University, 1992

BA in Business Administration  
University of Phoenix, 1990

Weapons of Mass Destruction  
Incident Management/ Unified  
Command  
Texas A&M University 1999

Executive Officer Development,  
National Fire Academy, 1991, 1992

**SIGNIFICANT  
ACCOMPLISHMENTS**

Served on the Arapahoe County 911  
Board

Formation of a Denver regional  
interagency committee between law  
enforcement, fire and EMS  
addressing communications and  
incident management

President of the Denver Metro Fire  
Chiefs

Executive Board of the Colorado  
State Fire Chiefs Association

Chair of the Denver Regional  
Council of Governments "Fire"  
Committee

**Key Skills and Abilities**

- Twenty-five year professional fire service career
- Fifteen years of incident command experience with a thorough knowledge of the National Incident Management System
- Comprehensive knowledge of emergency services communications centers including Computer Aided Dispatch Systems, E911, radio systems, mobile data systems, GPS vehicle locating systems, station alerting, and Emergency Medical Dispatching
- Demonstrated ability to unify vendors, contractors, and technicians to work collaboratively assuring a successful outcome
- Proven track record of seizing complex projects, envisioning solutions and following through to successful conclusions
- Working background in building design and construction management
- Skilled in a variety of capabilities including writing, budget management, general and specific computer skills including: spreadsheet development, word processing, database management, desktop publishing, video editing, and computer graphics

**Project Experience with iXP Corporation**

Following a twenty-five year career with the Littleton Fire Department in Colorado, Mr. Burdick, joined iXP Corporation where he now serves in the position of Senior Consultant. During his public safety career Mr Burdick transcended the ranks of the department from paramedic to Chief of Operations. This background along with his oversight responsibilities of a five department regional communications center and his background in construction have contributed to his successful career with iXP Corporation. Mr. Burdick's skills have been utilized in a variety of capacities ranging from needs assessment to construction management. In addition, because of his professional involvement with the shootings at Columbine High School, Mr. Burdick's insight of the lessons learned have proven invaluable in working with the public safety and educational clientele. Customers that Mr. Burdick has worked for include:

- Town of Paradise Valley, AZ, Police Department
- Town of Buckeye, AZ, Police Department
- Cities of Sandy Springs and Johns Creek, GA, Police and Fire Departments
- Sweetwater County, Towns of Green River and Rock Springs, WY
- Jefferson County, AL
- Benton County 911, WA
- Lancaster General Hospital, Lancaster, PA
- Emory Hospital, Atlanta, GA
- Scottsdale Christian Academy, Phoenix, AZ
- Rensselaer Polytechnic Institute, NY
- Rider University, NJ
- University of Connecticut, CT



**CHARLES BURDICK (cont.)**

**PAST PROFESSIONAL  
EXPERIENCE**

2001-2006 Consultant and Video Production, self employed

**PUBLIC SAFETY CAREER**

1998-2001	Chief of Operations
1991-1998	Division Chief, Training
1989-1991	Battalion Chief
1987-1989	Paramedic Captain
1983-1987	Paramedic Lieutenant

**PUBLIC SAFETY CAREER HIGHLIGHTS OF ACHIEVEMENTS**

Responsible for organizational achievements in:

- Post incident recover following the high profile school shooting at Columbine High School that challenged the organization and organizational members both physically and mentally for a period in excess of 12 months
- Instrumental in achieving economical technological advancements in computer report and records management, automatic vehicle location, an enhanced computer aided dispatch system, and 800 MHz trunking radio system
- Oversight management for a five department regional communications center for fire and EMS
- Program manager for the implementation of departmental standards and guidelines
- Program manager for the refurbishment and strengthening of the hiring and promotional assessment process for all levels of the organization

**CONTACT DETAILS**

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303.679.9484 (Mobile)



**LAWRENCE CONSALVOS**  
iXP Corporation (1999 - Present)  
**Sr. Vice President &  
General Manager**

### **EDUCATION**

Master of Arts Degree,  
Public/Private Business  
Administration, Rider University,  
1980

Bachelors of Science Degree in  
Criminal Justice, The College of  
New Jersey, 1976

### **PAST PROFESSIONAL EXPERIENCE**

iXP is a professional services company dedicated to the Public Safety Emergency Communications marketplace; providing consulting, system integration and project management services. iXP was formed as a result of a management buyout from Electronic Data Systems (EDS) of select public safety client contracts. The company is privately held (four Founders including Mr. Consalvos), debt free and profitable.

### **Key Skills and Abilities**

- Proven ability to lead multi-disciplinary and multi-agency undertakings with strong collaborative and consensus based processes
- Build and maintains Industry relationships and liaisons
- Manages Third party vendors and suppliers for seamless integration & implementation
- Excels at the coordination and management of multiple simultaneous responsibilities and missions
- Proven ability to represent the views, positions and goals of the client to stakeholders and the public in ways that build cooperation, confidence and trust

### **Project Experience with iXP**

Mr. Consalvos is the executive responsible for the sales and delivery of **ALL** iXP consulting, system integration and project management services for public safety and security emergency communications governance, operations, technology and facility solutions. These projects are detailed on iXP's website, in brochure and collateral project descriptions, and key staff resumes.

#### **Director of Marketing/ Business Development EDS**

**1992-1999**

As Managing Director, Mr. Consalvos was responsible for all domestic Marketing/ Business Development for a vertical market business unit focused on developing and delivering large complex systems integration, consulting and outsourcing projects. He managed five regional sales directors and account executives, and was the group executive responsible for market development, strategic marketing, managing the sales organization (\$75M), and delivery oversight tasks.

#### **Corporate Program Manager - Law and Justice Solutions *Bull Worldwide Information Systems, Inc.***

**1987 - 1992**

Mr. Consalvos was responsible for the design, implementation, and support of strategic market programs for the public safety and justice marketplace. This included solution design and development, third party acquisitions, sales and technical training/ support, market analysis, creation and implementation of business plans, sales campaign tracking, customer presentation, system implementation and support, professional liaisons and in-house consulting on public sector opportunities.

*Significant accomplishments include:*

- Design of business plans and market analysis for solutions for public safety, computer aided dispatch and records management, prosecutor, district attorneys, courts, jails, and ticket management systems.
- Implemented a strategic marketing and business plan, which targeted public safety and justice as key vertical sales markets for 1990.
- Management of national sales force and technical support teams which support new-name customer service base.
- Negotiated with consulting firms and third-party vendors to provide solutions, systems integration, and on-going support to sales campaigns and existing customers.



**LAWRENCE CONSALVOS**  
(cont.)

**PAST PROFESSIONAL  
EXPERIENCE**

**MEMBER AFFILIATIONS  
& ACCOMPLISHMENTS**

Committee member, International  
Association of Police Chiefs (IACP)

Member, International Association of  
Campus Law Enforcement  
Administrators, (IACLEA)

Member International Overseas  
Advisory Committee, US Dept. of State

Member Private Sector Liaison  
Committee IACP (Emergency  
Communication sub-committee)

**CONTACT DETAILS**

[lconsalvos@ixpcorp.com](mailto:lconsalvos@ixpcorp.com)  
480.314.2267 (Office)

**Director, Division of Public Safety**  
*City of Fort Wayne, Indiana*

**1984 – 1984**

This position was a mayoral cabinet position responsible for 850 sworn officers and 100 civilian employees comprising the Police, Fire, Communications, and Animal Control Departments. The annual operating budget was \$28M dollars. The Public Safety Division was the 3<sup>rd</sup> largest public safety department in the country at the time. A primary accomplishment was to restructure the four departments into one of the finest model public safety divisions in the country. *Key accomplishments include:*

- Implemented a community based public safety program for the entire division which focused police, fire and animal control department resources on community oriented problems at the neighborhood level
- Instituted a recruitment & testing program to hire candidates for the PD and FD which retired a US Justice Department consent decree 2 years ahead of schedule
- Design of an integrated public safety management information solution with computer aided dispatch & records management for proactive use of information
- Managed 10% reduction in sworn officers & substantial increase in service levels
- Managed the contract negotiations with the police and fire unions on their annual and multi-year contracts this resulted in a return of management rights as well as a significant cost savings to the city
- Application accepted to be the 1<sup>st</sup> municipally accredited Police Dept. in Indiana
- Implemented the first Drug & Alcohol Resistance Education program in Indiana
- Implemented a program for the use of a new fire combat suppression unit, a fast-attack fire vehicle utilizing chemical suppression agents and water
- An additional responsibility of this position was to sit as one of three members of the Board of Public Works (provided water, sewer, street, and utility services)

**University Director of Public Safety**  
*City University of New York*

**1981 – 1984**

Mr. Consalvos was responsible for the policies, standard operating procedures and coordination of contractual and proprietary public safety and security services at nine senior colleges, eight community colleges, one medical school, and five administrative units, with a student and staff population of 185,000 people. The colleges were located throughout the five boroughs of New York City.

Mr. Consalvos managed a \$20 million dollar operating budget and a \$60 million dollar capital budget for the University and coordinated public safety and security services with the Presidents, academic, administrative and student executive staffs at each of the eighteen colleges. Mr. Consalvos was the liaison between the University and New York City law enforcement agencies, prepared and coordinated training programs for all University public safety personnel, and managed the University Crisis Intervention Unit.

**Adjunct Professor, Rutgers University**  
*Criminal Justice/Management Studies Departments*

**1981-1984**

Mr. Consalvos taught courses in the public sector management and organizational development, security systems development, community-based criminal justice issues, police and security management, and community relations.

**Law Enforcement Experience**

**1973 - 1981**

- Police Officer and Department Planner, East Windsor Township Police Dept.
- County Detective, Organized Crime Task Force, Mercer County Prosecutors Office, Trenton, NJ
- County Detective, Narcotics Strike Force, Burlington County Prosecutors Office, Mt Holly, NJ



**Required Forms**





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

(Contractor) IXP CORPORATION 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;

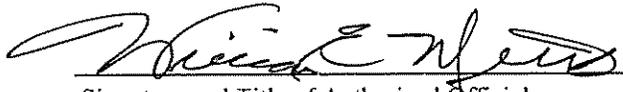
Have not within a three year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction or contract under a public 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) IXP CORPORATION, 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 LE INFORMATION

CONTRACTOR'S NAME \_\_\_\_\_ **THIS FORM DOES NOT APPLY.** \_\_\_\_\_  
 DBE GOAL FROM CONTRACT \_\_\_\_\_  
 FED. NO. \_\_\_\_\_  
 COUNTY \_\_\_\_\_  
 AGENCY \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_ DATE OF DBE CERTIFICATION \_\_\_\_\_  
 SOURCE \*\* \_\_\_\_\_

This information must be submitted during the initial negotiations with METRO. By submitting a proposal, offeror certifies that he/she is in compliance with METRO'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
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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 LE 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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THIS FORM DOES NOT APPLY.

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

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# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Terry Gale, Information Technology Manager  
**SUBJECT: CONSIDERATION OF AWARD OF PURCHASE ORDER/CONTRACT WITH SOUTHERN COMPUTER WAREHOUSE FOR PURCHASE OF 130 EACH MICROSOFT OFFICE 2007 PRO LICENSES PLUS SOFTWARE ASSURANCE FOR AN AMOUNT NOT TO EXCEED \$55,000**

## I. RECOMMENDED ACTION

**That the Board of Directors authorize the General Manager to execute a purchase order/contract with Southern Computer Warehouse for the purchase of 130 each Microsoft Office 2007 Pro Licenses Plus Software Assurance for an amount not to exceed \$55,000**

## II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit bids from qualified firms.
- Six firms submitted bids for METRO's review.
- Staff is recommending that a purchase order/contract be established with Southern Computer Warehouse for purchase of 130 each Microsoft Office 2007 Pro Licenses Plus Software Assurance for an amount not to exceed \$55,000.

## III. DISCUSSION

METRO is currently using Microsoft Office 2000 in its daily operation. Funds were budgeted in the Capitol Budget for IT Projects for the upgrade of Office 2000 to Office 2007 Pro. A formal Invitation for Bid (IFB) was sent out for licenses to upgrade to version 2007 plus software assurance that would allow METRO to upgrade to Office 2009 Pro at no additional charge when released by Microsoft.

On October 6, 2009, METRO IFB No. 10-10 was mailed to twenty-one firms, was legally advertised, and a notice was posted on METRO's web site. On October 30, 2009, bids were received and opened from six firms. A list of firms and a summary of the bids received are provided in Attachment A. Staff has reviewed all submitted bids.

Staff recommends that the Board of Directors authorize the General Manager to sign a purchase order with Southern Computer Warehouse for purchase of 130 each Microsoft Office 2007 Pro Licenses Plus Software Assurance for an amount not to exceed \$55,000 on behalf of METRO.

10.1

**IV. FINANCIAL CONSIDERATIONS**

Funds to support contract are included in the FY10 Capitol budget under IT Projects (\$55,000).

**V. ATTACHMENTS**

**Attachment A:** Bid Summary

Prepared By: Lloyd Longnecker, Purchasing Agent  
Date Prepared: November 12, 2009

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

**BID SUMMARY FOR METRO IFB NO. 10-10 FOR  
PURCHASE OF MICROSOFT OFFICE PRO LICENSES  
PLUS SOFTWARE ASSURANCE**

<u>Firm</u>	<u>Unit Price</u>	<u>Years of Software Assurance</u>
1. Southern Computer Warehouse of Marietta, GA	\$419.37	2
2. Gov Connection, Inc. of Merrimack, NH	\$444.98	2
3. CDW Government, Inc. of Vernon Hills, IL	\$462.00	3
4. En Pointe Technologies Sales, Inc. of Gardena, CA	\$503.55	2
5. Golden Gate Systems, LLC of Milpitas, CA	\$528.11	2
6. Valley Network Solutions, Inc. of Fresno, CA	\$533.85	2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manger & Acting Assistant General Manager



**SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR STATE FUNDING IN THE AMERICAN RECOVERY AND REINVESTMENT ACT'S CALIFORNIA ENERGY COMMISSION'S STATE ENERGY PLAN'S MUNICIPAL AND COMMERCIAL BUILDING TARGETED MEASURE RETROFIT GRANTS PROGRAM**

## I. RECOMMENDED ACTION

**That the Board of Directors adopt a resolution authorizing the General Manager to submit an application to the American Recovery and Reinvestment Act's California Energy Commission's State Energy Plan's Municipal and Commercial Building Targeted Measure Retrofit Grants Program.**

## II. SUMMARY OF ISSUES

- The President signed into law the American Recovery and Reinvestment Act (ARRA) of 2009 on February 17, 2009;
- The California Energy Commission has been allocated \$226 million in ARRA funding for the State Energy Plan to use for energy efficiency and conservation, renewable energy and other projects, among them the Municipal and Commercial Building Targeted Measure Retrofit Program, RFP No. 400-09-402;
- RFP No. 400-09-402 directs \$95 million of these funds to energy efficiency retrofits of nonresidential buildings and the energy consuming processes within these buildings, with the ARRA goals of increasing green jobs and energy efficiency while reducing greenhouse gas emissions;
- Adopting the attached resolution would authorize the General Manager to submit applications and execute necessary agreements for grant funds from the ARRA California Energy Commission's State Energy Plan's Municipal and Commercial Building Targeted Measure Retrofit Grants Program.

## III. DISCUSSION

The American Recovery and Reinvestment Act (ARRA), signed by President Obama into law on February 17, 2009, gave preference to projects that promote and enhance the objectives of economic recovery, job creation, technological advances, energy efficiency

and reduction of dependence on foreign oil and greenhouse gas emissions. The Department of Energy (DOE) encouraged states to develop State Energy Plans (SEPs) and the California Energy Commission (CEC) has been allocated \$226 million in ARRA funding for the California SEP.

SEP funds are to be used for energy efficiency, energy conservation, renewable energy and other energy-related projects. In addition, the CEC's SEP also focuses on "strategic interventions that cause lasting changes in the structure or function of a market or the behavior of market participants, resulting in an increase in adoption of energy efficiency and renewable energy products, services, and practices."

Among other SEP funding opportunities, the CEC has decided to seek projects in specific areas, among them the Municipal and Commercial Building Targeted Measure Retrofit Grants Program, RFP No. 400-09-402, for which \$95 million has been allocated. Proposals can range from a minimum of \$2 million to a maximum of \$20 million and are specific to economically disadvantaged areas such as Santa Cruz County. Guidelines for the program were released on September 30, 2009, and proposals are due on December 21, 2009. Grants are scheduled to be awarded by February 11, 2010, with the program period extending from March 29, 2010 through March 31, 2012.

Program requirements include involving other partners, such as utilities' providers, contractors and/or other organizations, such as local nonprofits, focused on providing green jobs in the construction industry to participate in the building retrofit projects funded under this grant. Potential projects include retrofitting Metro Center locations with energy efficient indoor and outdoor lighting, new HVAC systems, drought-resistant landscaping and, at the downtown location, double-paned windows. All retrofits are required to meet CEC's "best practice" standards for energy and maintenance savings, higher-quality building environments and contribution to local "market transformation" by increasing the demand for energy efficient technologies and leading by example through high-profile building retrofits.

Though the program does not allow supplantation, it requires accounting for leveraged funds from other sources, much of which can count as a local match. Some related METRO capital and operational salaries expense can be used in this regard, as well as resources leveraged from other partners. The maximum 50-page proposal focuses on the description of METRO's proposed projects, verification of energy savings and quality assurance, description of other partners (as mentioned above), description of the geographic area and any economic disadvantages thereof, the potential for the project to have an impact on the local green technology job market, cost-effectiveness, greenhouse gas emissions reduction, a project timeline through March 31, 2012, resumes of key staff, and transparency and accountability measures as required by ARRA.

**V. FINANCIAL CONSIDERATIONS**

If approved for grant funding, METRO will receive up to \$6.5 million for the period March 29, 2010 - March 31, 2012. For this two-year period, METRO will use ARRA's California Energy Commission's State Energy Plan's Municipal and Commercial Building Targeted Measure Retrofit Grants Program funding to improve energy efficiency at the four Metro Center stations, promote best practice energy saving measures such as new lighting, HVAC systems, drought-resistant landscaping and double-paned windows, while promoting green jobs and encouraging partnerships between organizations in this economically disadvantaged area.

**V. ATTACHMENTS**

**Attachment A:** Resolution Authorizing Submission of Applications and Execution of Agreements for ARRA CEC SEP Municipal and Commercial Building Targeted Measure Retrofit Grants Program funds in wording prescribed by the CEC.

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

Resolution No. \_\_\_\_\_  
On the Motion of Director: \_\_\_\_\_  
Duly Seconded by Director: \_\_\_\_\_  
The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING APPLICATIONS TO THE AMERICAN RECOVERY AND  
REINVESTMENT ACT'S CALIFORNIA ENERGY COMMISSION'S STATE  
ENERGY PLAN'S MUNICIPAL AND COMMERCIAL BUILDING TARGETED  
MEASURE RETROFIT GRANTS PROGRAM**

**WHEREAS**, the Santa Cruz Metropolitan Transit District (METRO) recognizes that is in the interest of the regional, state and national economy to stimulate the economy; create and retain jobs; reduce fossil fuel emissions; and reduce total energy usage and improve energy efficiency within our jurisdiction; and

**WHEREAS**, the Municipal and Commercial Building Targeted Measure Retrofit Grants Program funds are available through the California Energy Commission (CEC)'s State Energy Plan (SEP) program for grants to eligible applicants for cost-effective energy efficiency projects; and

**WHEREAS**, METRO is eligible for the Municipal and Commercial Building Targeted Measure Retrofit Grants Program funding under the CEC's program; and

**WHEREAS**, METRO is proposing to implement the energy efficiency project/s described in Exhibit A in order to qualify for CEC funds; and

**WHEREAS**, METRO has considered the application of the California Environmental Quality Act (CEQA) to the approval of the energy efficiency projects described in Exhibit A; and

**NOW, THEREFORE, BE IT RESOLVED**, that in compliance with the CEQA, METRO finds that the approval of the energy efficiency projects described in Exhibit A are not projects under CEQA because they are replacements of existing utility systems and involve negligible or no expansion of capacity.

Be it also resolved that METRO authorizes the submittal of the application to the CEC Municipal and Commercial Building Targeted Measure Retrofit Grants Program (RFP #400-09-402) for funds to execute the proposed project described in Exhibit A.

11.a1

Resolution No. \_\_\_\_\_

Be it also resolved, if recommended for funding by the CEC, METRO authorizes the General Manager to accept a grant award up to the amount of this application for \$6,500,000, and that the General Manager, acting for METRO, is hereby authorized and empowered to execute in the name of METRO, all necessary contracts and agreements, and amendments hereto, to implement and carry out the purposes specified in the application.

**PASSED AND ADOPTED** this 20<sup>th</sup> Day of November, 2009 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_  
DENE BUSTICHI  
Board Chair

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

**APPROVED AS TO FORM:**

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

11.a2

**EXHIBIT A**

The proposed California Energy Commission's State Energy Plan's Municipal and Commercial Building Targeted Measure Retrofit Grants Program project as proposed by the Santa Cruz Metropolitan Transit District consists of the following elements:

- Replacement of indoor and outdoor lighting systems at all four transit centers with SMART lighting fixtures.
- Replacement of HVAC systems at the downtown Metro Center, Scotts Valley Metro Center and Watsonville Metro Center.
- Drought-resistant landscaping at all sites.
- Double-paned windows at the downtown Metro Center.
- Cost of contractor and related sub-contractors to perform the above work (including 3% of contracted work to Disabled Veterans' Business Enterprises).
- Pursuance of outside partnerships with nonprofits and/or educational institutions to encourage green job workforce development in project implementation.
- Cost of METRO staff and supervisors involved in above work (salaries and benefits).
- Related supplies and allowable overhead costs.
- Leveraged funding, including other METRO salaries' and benefits' expense, PGE rebates on applicable equipment and leveraged funding from potential partner organizations.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Angela Aitken, Finance Manger & Acting Assistant General Manager



**SUBJECT: CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING THE GENERAL MANAGER TO SUBMIT A GRANT APPLICATION AND SIGN NECESSARY AGREEMENTS FOR FEDERAL FUNDING IN THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION'S COMMERCIAL MOTOR VEHICLE OPERATOR SAFETY TRAINING GRANT PROGRAM**

## I. RECOMMENDED ACTION

**That the Board of Directors adopt a resolution authorizing the General Manager to submit applications to Federal Motor Carrier Safety Administration and to execute necessary agreements for grant funds from the Commercial Motor Vehicle Operator Safety Training grant program.**

## II. SUMMARY OF ISSUES

- Once the new 2010 Department of Transportation's spending bill passes and funds are appropriated to the Department of Transportation for the Federal Motor Carrier Safety Administration's (FMCSA) FY10 programs, funds will be available through the Commercial Motor Vehicle Operator Safety Training (CMVOST) Program to fund ongoing driver safety training.
- FMCSA is soliciting projects for the Federal FY10 CMVOST funding cycle for projects in accordance with Section 31301 of 49 U.S.C., which promotes the safe operation of Commercial Motor Vehicles (CMVs) through financial assistance to eligible entities who train current and future operators.
- METRO proposes to submit an application of up to \$150,000 in CMVOST funds for one year to cover salaries' and supervision expense for METRO staff training personnel to continue to implement ongoing safety training to existing and new drivers on staff as part of METRO's required Verification of Transit Training (VTT).
- Adopting the attached resolution would authorize the General Manager to submit applications and execute necessary agreements for grant funds from the FMCSA's CMVOST program.

## III. DISCUSSION

SAFETEA-LU appropriated funding to federal surface transportation programs for Federal Fiscal Years 2005 through 2009. This bill is up for re-authorization and once re-authorized, the Federal Motor Carrier Safety Administration's (FMCSA) Commercial

Motor Vehicle Operator Safety Training (CMVOST) funds will become available. The CMVOST program provides funding for organizations who meet the requirements of section 31301 U.S.C. 49, and which promote the safe operation of CMVs as outlined in section 31301, and to which METRO's VTT program adheres.

The CMVOST program, which provides grants to transportation providers for providing ongoing and enhanced safety training to new and existing CMV operators, has two goals. First, the overarching goal of FMSCA is to reduce the number of surface transportation crashes and increase overall road safety. Second, FMSCA programs are targeted to economically disadvantaged areas, criteria which both the State of California and Santa Cruz County meet.

For Federal FY10, FMSCA is soliciting project applications for funds from this opportunity. Applications are due by December 1, 2009. Staff recommends submitting a CMVOST grant application for the FY10 funding. The project will use \$150,000 in available CMVOST funds over one year to fund salaries of staff, including the Road Response Coordinator and Training Safety Coordinator, and their supervisors for the portion of their time involved in related activities. These staff members will implement safety training of existing and new drivers.

CMVOST requires a 20% match. Staff has calculated that operational personnel expense for the positions named above total \$180,000 over the one-year period and would otherwise come from METRO's Operations budget if additional funding sources were not identified. This CMVOST project will cover \$150,000 of this expense (80%), with the identified match coming from non-federal sources in METRO's budget. The amount of non-federal matching funds required is \$30,000.

Adopting the attached resolution would authorize the General Manager to submit applications, sign required Certifications and Assurances and execute agreements necessary to implement projects in the CMVOST program.

## **V. FINANCIAL CONSIDERATIONS**

If approved for grant funding, METRO will receive up to \$150,000 per year for one year in FMCSA CMVOST funds for the operational cost of staff and supervision salaries involved in the ongoing safety training of Commercial Motor Vehicle Operators which is part of METRO's current Verification of Transit Training (VTT) annual program. Matching funds of \$30,000 for the project will be available in the FY10 operating budget.

## **VI. ATTACHMENTS**

**Attachment A:** Resolution Authorizing Submission of Applications and Execution of Agreements for CMVOST funds.

*Staff Report prepared by Tove Beatty, Interim Legislative/Grants Analyst, 11/4/09*

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

Resolution No. \_\_\_\_\_

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

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

The Following Resolution is Adopted:

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT  
AUTHORIZING APPLICATIONS TO THE FEDERAL MOTOR CARRIER  
SAFETY ADMINISTRATION AND EXECUTION OF AGREEMENTS  
FOR FUNDING FROM THE COMMERCIAL MOTOR VEHICLE OPERATOR  
SAFETY TRAINING GRANT PROGRAM**

**WHEREAS**, a new surface transportation act is in the authorization process on Capitol Hill;

**WHEREAS**, the Federal Motor Carrier Safety Administration (FMCSA) anticipates available funding in FY10 for the Commercial Motor Vehicle Operator Safety Training (CMVOST) program upon authorization of the new bill;

**WHEREAS**, in accordance with the goals of FMCSA's CMVOST program to increase highway safety and decrease crashes; and to provide financial support to economically disadvantaged areas such as Santa Cruz County, FMCSA is soliciting applications for FY10 from organizations who train current and future operators in the safe operation of CMVs; and,

**WHEREAS**, the Santa Cruz Metropolitan Transit District has seen a decrease in Operational funding due to less-than-average sales tax and other Operational revenues; and,

**WHEREAS**, the Santa Cruz Metropolitan Transit District's (METRO's) staff and supervisors currently provide ongoing Verification of Transit Training (VTT) operator safety training activities to existing and new drivers as required by the CMVOST program; and,

**WHEREAS**, the Santa Cruz Metropolitan Transit District proposes to use CMVOST funds to cover 80% (\$150,000) of staff and supervisory salaries related to safety training of CMV operators during the grant year and proposes to provide the required 20% local match funds of \$30,000 from other revenue sources;

**NOW, THEREFORE, BE IT RESOLVED**, that the General Manager of the Santa Cruz Metropolitan Transit District is authorized to submit applications, provide

12.a1

Resolution No. \_\_\_\_\_

Page 2

certifications and assurances and execute for and on behalf of the Santa Cruz Metropolitan Transit District any and all agreements necessary to obtain financial assistance through the Federal Motor Carrier Safety Administration for projects implementing the goals and objectives of the Commercial Motor Vehicle Operator Safety Training program.

**PASSED AND ADOPTED** this 20<sup>th</sup> Day of November, 2009 by the following vote:

**AYES:** Directors -

**NOES:** Directors -

**ABSTAIN:** Directors -

**ABSENT:** Directors -

**APPROVED** \_\_\_\_\_

DENE BUSTICHI  
Board Chair

**ATTEST** \_\_\_\_\_

LESLIE R. WHITE  
General Manager

**APPROVED AS TO FORM:**

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

12.a.2

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

**DATE:** November 20, 2009  
**TO:** Board of Directors  
**FROM:** Leslie R. White, General Manager  
**SUBJECT: CONSIDERATION OF TERM EXPIRATIONS AND VACANCIES ON THE METRO ADVISORY COMMITTEE (MAC).**

## I. RECOMMENDED ACTION

**That the Board of Directors review the term expirations and vacancies on the METRO Advisory Committee and direct staff to prepare the necessary report for appointments and reappointments for consideration on December 18, 2009.**

## II. SUMMARY OF ISSUES

- The METRO Advisory Committee (MAC) consists of 11 Members who are nominated and appointed by the Board of Directors.
- Currently, four Members of the MAC hold terms that will expire on December 31, 2009. All four of the Members are eligible for reappointment to another two-year term.
- Currently, there are three vacancies on the MAC.
- Staff recommends that the Board of Directors instruct staff to prepare the necessary Staff Report to provide for MAC appointments at the December 18, 2009 Board Meeting.

## III. DISCUSSION

For many years two citizen advisory committees served METRO. The METRO Accessible Transit Services Forum (MASTF) addressed issues of accessibility on the fixed route service, paratransit service, and facilities. The METRO Users Group focused on the overall service that was provided, the information distribution and marketing programs, and advised the Board on other matters that were referred to it for consideration.

On December 19, 2003, after a significant amount of discussion and multiple meetings the Board approved the creation of a new METRO Advisory Committee (MAC) that would replace MUG. The Board approved the structure of the new committee and directed staff to prepare necessary modifications to the MAC Bylaws to reflect the decisions that were made with respect to committee size and structure. Subsequently, the MASTF disbanded.

In the time that has passed since the Board took action with respect to the formation of the MAC the Committee has met on a regular basis commencing with the first meeting that took place on April 21, 2004. The Committee attendance has been good and the discussions have been productive. The Committee has been working on many issues and has presented the General Manager and the Board with recommendations for the improvement of service to riders.

The terms of the Members of the MAC listed on Attachment A expire December 31, 2009. Additionally the current vacancies on the MAC are listed on Attachment A. In accordance with Article III of the Adopted MAC Bylaws all of the Members of the MAC listed on Attachment A are eligible for appointment to another two-year term. Staff recommends that the Board of Directors instruct the staff to prepare the Staff Report necessary to provide for the Board to make appointments and reappointments on December 18, 2009.

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

Funds are available in the 2009/2010 METRO Operating Budget to support the activities of the METRO Advisory Committee

#### **V. ATTACHMENTS**

**Attachment A:** MAC Members with Expiring Terms and Vacancies.

**Attachment B:** MAC Bylaws

**Current MAC Members Whose Terms Expire December 31, 2009**

- Naomi Gunther (Director Rotkin Nominee)
- Dennis Papadopulo (Director Spence Nominee)
- Stuart Rosenstein (Vice Chair Pirie Nominee)
- Robert Yount (Director Hagen Nominee)
- Vacant (Director Tavantzis Nominee)
- Vacant (Director Hinkle Nominee)
- Vacant (Director Stone Nominee)

**Drafted for 9/26/03**  
**Revised for 10/24/03**  
**Revised for 12/19/03**  
**Amended/Adopted 12/19/03**  
**Amended/ Adopted 7/23/04**  
**Amended/Adopted 6/23/06**  
**Amended/Adopted 4/27/07**  
**Amended/Adopted 5/25/07**

## **BYLAWS FOR THE METRO ADVISORY COMMITTEE**

### **Article I** **GENERAL PROVISIONS**

#### **§1.1 Purpose**

These Bylaws govern the proceedings of the METRO Advisory Committee (MAC), an advisory committee established by the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO).

#### **§1.2 Construction of Bylaws**

As used in these Bylaws, "Committee" means the METRO Advisory Committee. These Bylaws shall govern the Committee's proceedings to the extent they are not inconsistent with METRO Regulations or California or United States Statutes. These Bylaws become effective upon approval by the METRO Board of Directors

#### **§1.3 Definitions**

- a. As used in these Bylaws, "chair" means the Chair of the Committee.
- b. As used in these Bylaws, "vice chair" means the Vice Chair of the Committee.
- c. As used in these Bylaws "staff" means staff members that are assigned to support the Committee by the METRO Secretary/General Manager.

**Article II**  
DUTIES AND AUTHORITY

**§2.1 Duties**

It shall be the duty of the Committee to provide advice to the Board of Directors on matters of METRO policy and operations referred to the Committee by the Board or Secretary/General Manager and to perform such additional duties as assigned by the Board. The Committee may also address issues which members or the public raise with respect to the quantity and quality of services provided by METRO.

**§2.2 Limitations on Authority**

The sole jurisdiction and authority of the Committee is to serve in an advisory capacity to the Board of Directors. It shall not have any authority to take actions that bind METRO or the Board of Directors with the exception that the Committee may design informational signs to be placed on the inside of buses and that the Committee may design and distribute an informational brochure to increase the public's knowledge of the operation and existence of the Committee. Communications by the Committee shall be to and through the Board of Directors. No individual member of the Committee shall be entitled to compensation from METRO, with the exception that Members of the Committee shall receive three (3) system-wide day passes for each monthly meeting that they attend, and any reimbursement for travel or other expenses shall receive specific prior authorization by the Board of Directors.

**Article III**  
MEMBERSHIP

**§3.1 Membership**

The Committee shall be composed of 11 members appointed by the Board of Directors as follows:

Each member of the METRO Board of Directors shall nominate 1 individual to serve as members of the METRO Advisory Committee. Appointments to the METRO Advisory Committee shall be made by the METRO Board of Directors.

All members shall be residents of the County of Santa Cruz. When making its appointments, the Board shall strive to balance the membership to reflect the ethnic, gender, and geographic diversity of the County. At least 4 of the individuals appointed to the Committee shall be persons with disabilities as evidenced by possession of a METRO Discount Photo Identification Card. No member of the Board of Directors or other elected public official shall be appointed to the Committee. No employee of METRO or any

agency that provides funding to, or contracts with, METRO shall be appointed to the Committee. However, individuals that have been selected to participate on the ADA Appeals Panel, to participate in the Bus Operator Sensitivity Training, or who are employed by the University of California, Santa Cruz in departments other than the Transportation and Parking Services (TAPS), or in the offices that directly supervise TAPS, shall be exempt from the financial/contracting prohibition for Committee members outlined in this section.

### **§3.2 Members' Terms**

The term of membership of each Committee member shall be two years, commencing with the date of appointment by the METRO Board. Members may be re-appointed for additional terms as approved by the METRO Board of Directors.

### **§3.3 Absences**

If a member accumulates total absences from Committee Meetings of four, without excuse, and two, with excuse, in any twelve-month period, the position shall automatically be declared vacant. In the event of a known absence to an upcoming MAC Meeting it is expected of the MAC Member(s) that they will contact the Santa Cruz Metropolitan Transit District Front Office Administration Staff by telephone as soon as the occurring absence is known and no later than 12:00PM (noon) on the day of the meeting and that failure to make said contact will constitute an unexcused absence unless circumstances restrict such contact. The member of the Board of Directors that nominated such Committee member shall be notified of the vacancy so that they can nominate a successor to be appointed to fill the remainder of that Committee member's term.

### **§3.4 Vacancies**

The member of the Board of Directors who nominated the original member shall nominate a replacement candidate to fill a position on the Committee that is declared vacant. The appointment of the replacement member shall be made by the Board of Directors.

## **Article IV OFFICERS**

### **§4.1 Chair and Vice Chair**

The Committee shall elect from its membership a Chair and a Vice Chair at its first meeting of the calendar year, to serve for a one-year term. The chair shall preside at all meetings of the Committee and represent the Committee before the Board of Directors. The Vice Chair shall perform the duties of the Chair when the Chair is absent.

In the event of a vacancy in the chair's position, the vice chair shall succeed as chair for the balance of the Chair's term and the Committee shall elect a successor to fill the vacancy in the Vice Chair's position as provided below. In the event of a vacancy in the Vice Chair's position, the Committee shall elect a successor from its membership to fill the Vice Chair's position for the remainder of the vice chair's term.

#### **§4.2 Staff Support**

The Secretary/General Manager of METRO shall make arrangements to furnish clerical services to prepare and distribute the Committee's agendas, notices, minutes, correspondence and other materials. The METRO staff assigned to support the committee shall maintain a record of all proceedings of the Committee as required by law and shall perform other support duties to the committee as assigned by the Secretary/General Manager. The minutes of each meeting, when approved by the Committee, shall be transmitted to the METRO Board of Directors.

### **Article V MEETINGS**

#### **§5.1 Regular Meetings**

Regular meetings of the Committee shall be held on the third Wednesday of each month. Whenever a regular meeting falls on a holiday observed by METRO, the meeting shall be held on another day or canceled at the direction of the Committee. A rescheduled regular meeting shall be designated a regular meeting.

#### **§5.2 Special Meetings**

The Chair may call a special meeting. The meeting shall be called and noticed as provided in Section 5.3 below.

#### **§5.3 Calling and Noticing of Meetings**

All meetings shall be called, noticed and conducted in accordance with the applicable provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code). The Secretary/General Manager and METRO Counsel shall be given notice of all meetings.

#### **§5.4 Quorum; Vote**

The presence of 6 members shall constitute a quorum for the transaction of business. However, when there are vacancies on the Committee the quorum shall be reduced to a majority of the number of Members appointed to the Committee, with the provision that a quorum shall never be less than four (4) Members. All official acts of the Committee shall require the affirmative vote of the majority of members present, providing that a quorum is maintained at all times.

#### **§5.5 Thirty Minute Rule**

If a quorum has not been established within thirty minutes of the noticed starting time for the meeting the meeting shall be cancelled.

#### **§5.6 Matters Not Listed On the Agenda Requiring Committee Action**

Except as provided below, a matter requiring Committee action shall be listed on the posted agenda before the Committee may act upon it. The Committee may take action on items not appearing on the posted agenda under any of the following conditions:

- a. Upon a determination by an affirmative vote of the Committee that an emergency exists, as defined in Section 54956.5 of the Government Code.
- b. Upon a determination by a two-thirds vote of the Committee, or if less than two-thirds of the members are present, a unanimous vote of those members present, there is a need to take immediate action and the need to take action came to the attention of the Committee subsequent to the agenda being posted.

#### **§5.7 Time Limits for Speakers**

Each member of the public appearing at a Committee meeting shall be limited to three minutes in his or her presentation, unless the Chair, at his or her discretion, permits further remarks to be made. Any person addressing the Committee may submit written statements, petitions or other documents to complement his or her presentation. Public

presentations that have been scheduled prior to the meeting with the Committee Chair shall not be subject to the time limits contained in this section.

### **§5.8 Impertinence; Disturbance of Meeting**

Any person making personal, impertinent or indecorous remarks while addressing the Committee may be barred by the chairperson from further appearance before the Committee at that meeting, unless permission to continue is granted by an affirmative vote of the Committee. The Chair may order any person removed from the Committee meeting who causes a disturbance or interferes with the conduct of the meeting, and the Chair may direct the meeting room cleared when deemed necessary to maintain order.

### **§5.9 Access to Public Records Distributed at Meeting**

Writings which are public records and which are distributed during a Committee meeting shall be made available for public inspection at the meeting if prepared by the METRO staff or a member of the Committee, or after the meeting if prepared by some other person.

## **Article VI AGENDAS AND MEETING NOTICES**

### **§6.1 Agenda Format**

The agenda shall specify the starting time and location of the meeting and shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The description shall be reasonably calculated to adequately inform the public of the subject matter of each agenda item. The agenda may include recommendations for Committee action as appropriate.

### **§6.2 Public Communications**

Each agenda for a regular meeting shall provide an opportunity for members of the public to address the Committee on matters of interest to the public either before or during the Committee's consideration of the item, if it is listed on the agenda, or, if it is not listed on the agenda but is within the jurisdiction of the Committee, under the agenda item heading "Oral/Written Communications". The Committee shall not act upon an item that is not listed on the agenda except as provided under Section 5.8. Each notice for a special meeting shall provide an opportunity for members of the public to directly address the Committee concerning any item that has been described in the notice for the meeting before or during consideration of that item.

### **§6.3 Agenda Preparation**

The METRO Staff assigned to the Committee shall prepare the agenda for each meeting in consultation with the Chair. Material intended for placement on the agenda shall be delivered to the secretary on or before 12:00 Noon on the date established as the agenda deadline for the forthcoming meeting. The METRO Staff, in consultation with the chair, may withhold placement on the agenda of any matter that is not timely received, lacks sufficient information or is in need of staff review and report prior to Committee consideration.

### **§6.4 Agenda Posting and Delivery**

The written agenda for each regular meeting and each meeting continued for more than five calendar days shall be posted by the METRO Staff at least 72 hours before the meeting is scheduled to begin. The written agenda for every special meeting shall be posted by the METRO Staff at least 24 hours before the special meeting is scheduled to begin. The agenda shall be posted in a location that is freely accessible to members of the public. The agenda together with supporting documents shall be transmitted to each Committee member, the Secretary/General Manager and the METRO Counsel at least five days before each regular meeting and at least 24 hours before each special meeting.

### **§6.5 Meeting Notices**

The METRO Staff shall transmit notices of every regular meeting at least one week prior to the date set for the meeting to each person who has filed a written request with METRO for such notice as provided in Section 54954.1 of the Government Code. The notice shall be mailed at least one week prior to the date set for the meeting. Notice of special meetings called less than seven days prior to the date set for the meeting shall be given as soon as is practical.

## **Article VII MISCELLANEOUS**

### **§7.1 Adoption and Amendment of Bylaws**

These Bylaws shall be effective upon approval by the METRO Board of Directors.

**§7.2 Committee Process**

The intent of the Committee shall be to provide consensus based advice and recommendations to the METRO Board of Directors.

Approved by Board of Directors: December 19, 2003.

# SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

## STAFF REPORT

**DATE:** November 20, 2009

**TO:** Board of Directors

**FROM:** Margaret Gallagher, District Counsel

**SUBJECT:** **CONSIDERATION OF HOW TO DESIGN AN ADOPT-A-STOP BUS STOP BENCH/SHELTER DONATION PROGRAM THAT WORKS FOR SANTA CRUZ METRO IN ACCORDANCE WITH ITS NEEDS AND POLICIES**

### I. RECOMMENDED ACTION

**Review and Give Staff Direction on Whether and How To Design An "Adopt-A-Stop Bus Stop Bench/Shelter Donation Program" In Accordance With Santa Cruz METRO's Financial, System and Ridership Needs, Policies and Proprietary Interests.**

### II. SUMMARY OF ISSUES

- A member of the public inquired of METRO staff whether METRO had a program that would allow an organization that she is affiliated with to pay for a bus bench or shelter in exchange for the organization's Logo being placed on the facility during the life of the bus bench/shelter.
- Bus Benches and Shelters with seating are needed at various Bus Stops throughout METRO's fixed route service area to facilitate boardings and deboardings and to protect METRO's passengers from inclement weather.
- A Bus Bench costs approximately \$500 plus installation costs. Bus Shelters generally cost approximately \$7,500 plus installation costs. Some Bus Stops require extensive renovations to the area in order to obtain compliance with the Americans With Disabilities Act (ADA) before a shelter or bench can be put into place.
- The Board of Directors discussed the Adopt-A-Stop Bus Stop Bench/Shelter Donation Program (Adopt-A-Stop Program) at a previous regular meeting and inquired regarding its ability to insure that its policies and interests take precedents over what businesses or organizations were allowed to participate in the program.

### III. DISCUSSION

Bus benches and bus shelters with seating capacity are needed at various bus stops to facilitate boardings and deboardings and to protect METRO's passengers from inclement weather. METRO's fixed route service utilizes approximately 1,100 bus stops throughout its fixed route system. Over the years METRO has used State Transit Assistance (STA) funds to pay for bus benches and the bus shelters. With the elimination of the STA Program, METRO is looking to other resources to promote its bus bench and bus shelter program.

METRO staff received an inquiry from a member of the public asking if an individual or organization paid the costs of a bus bench and/or shelter could their name or logo be placed on the facility to identify them as the donor. METRO staff informed the individual that METRO currently does not have such a program but that at a minimum the matter would have to be reviewed and approved by the METRO Board of Directors.

Through the adoption of an Adopt-A-Stop Program, the Board of Directors would authorize METRO staff to accept financial contributions from individuals, organization and/or businesses for bus benches and bus stop shelters at specific locations throughout METRO's fixed route service area. In exchange for the contribution, METRO would allow the individual's, business' or organizations' name to be affixed on the bus bench or place the individual's name, business or organization's name or logo on the bus shelter for an agreed upon period of time. The purpose of the program would be to generate revenue to pay for bus benches and shelters while still promoting continued and new ridership to METRO's bus service.

Questions arose regarding whether or not METRO could legally insure that its policies and interests took precedents over which business/ organization could participate in the program. The Board of Directors asked for a legal analysis regarding its ability to manage this program.

The right of free speech is not absolute and certain forms of speech are entirely outside the scope of constitutional protection (*R.A.V. v. City of St. Paul, 505 U.S. 377 (1992); Chaplinsky v. New Hampshire, 315 U.S. 568 (1969)*). Types of unprotected speech that do not raise First Amendment issues include: defamation, confidential communications, fighting words, false or deceptive advertising, advertising of harmful or illegal products or transactions, fraudulent misrepresentations, obscenity, advocacy of imminent lawless acts and coercion.

Generally, First Amendment issues arise when governmental entities restrict protected forms of speech. Even protected speech, however, is not equally permissible in all places and at all times. Nothing in the Constitution requires that the government freely grant access to all who wish to exercise their right to free speech on every type of government property without regard to the nature of the property or to the disruption that might be caused by the speaker's activities. If the government regulates expressive activities on a content-neutral basis, it may establish regulations with respect to when, where, and how speech may be delivered pursuant to the "time, place, and manner doctrine". Under this doctrine, regulations are permissible if they "are content-neutral, are narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication"<sup>1</sup> (*United States v. Grace, 461 U.S. 171 (1983)*).

Recognizing the government, no less than a private owner of property, has power to preserve the property under its control for the use to which it is lawfully dedicated, the United States Supreme

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<sup>1</sup> For example, if METRO's Board of Directors determined that "all-comers" would be accepted to participate in the program but also determined that the program would be limited to the City of Scotts Valley because that was where the greatest need for bus stops/shelters was, if the program was challenged because an organization wanted its name affiliated with a Bus Shelter in Watsonville, the Courts would probably view this type of program as falling within the time, place and manner doctrine. The Courts would most likely determine this program was acceptable because it is content neutral, tailored to serve a significant government interest and there would also be other ample alternative channels of communication that the program did not eliminate or alter (e.g. advertisements in magazines, newspapers, radio and television).

Court has adopted a forum analysis as a means of determining when the government's interest in limiting the use of its property to its intended purpose outweighs the interest of those wishing to use the property for other purposes. Accordingly, the extent to which the government can control access depends on the nature of the relevant forum (*Cornelius v. NAACP Legal Defense and Education Fund* 473 U.S. 788. (1992)). There are several principles that underlie this doctrine: First, the right to speak is a right members of the public generally carry with themselves wherever they go, and the government may not generally condition access to property on an agreement to give up those rights. Second, the right to speak and assemble is illusory unless there are low-cost, accessible alternatives for all members of the public to engage in spirited public debate. On the other hand, there are some locations where public protest and debate are not appropriate, or where speech must be restricted in order for business to proceed (e.g., a courtroom or office building). The "public forum" analysis is the means through which the courts attempt to balance these interests.

The Supreme Court has identified two types of public forum: "traditional" public forum and "designated" public forum. A traditional public forum is an area that by long tradition or by government fiat has "been devoted to assembly and debate". The government may not prohibit all speech in a traditional public forum, and any restriction on speech based on its content is subject to "the highest scrutiny." Streets, sidewalks, and parks generally qualify as traditional public forum.<sup>2</sup>

"Designated" public forum consist of public property "which the state has opened for use by the public as a place for expressive activity" (*Perry Educ. Ass'n v. Perry Local Educators' Ass'n* 460 U.S. 37 (1983)). The government does not create a public forum merely through inaction. To create a designated public forum, the government must intentionally allow access to property that would otherwise not be a public forum, for the purpose of allowing some degree of public discourse. Some examples include, a street-side kiosk for posting pamphlets and announcements or a special area for making speeches or voicing community concerns.

Once a court has concluded that a particular forum is a public forum, whether traditional or designated, the next step is for the court to determine whether the regulation targets speech because of its content. If it does, the court will apply a "strict scrutiny" test. Under this test, the government must be able to show that it has a compelling state interest for regulating the speech, and that the regulation is narrowly drawn to advance that interest (*Perry Educ. Ass'n v. Perry Local Educators' Ass'n* 460 U.S. 37 (1983)). In reality, it is almost impossible to meet this test.

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<sup>2</sup> Until recently, the Court typically did not examine how a particular public street was used before concluding it was a traditional public forum. In *United States v. Kokinda*, 497 U.S. 720 (1990), however, the Court determined that "the location and purpose of a publicly owned sidewalk is critical to determining whether such a sidewalk constitutes a public forum". The Court found that, because a sidewalk between a post office and its parking lot was built for the sole purpose of providing access to the post office, the sidewalk did not constitute a traditional public forum. According to *ACLU of Nevada v. City of Las Vegas*, 333 F. 3d 1092, (9<sup>th</sup> Cir. 2003), the word "purpose" as used in *Kokinda* means "use" not "intent". The *ACLU of Nevada* Court explained that if the government's intent were a factor in determining the existence of a traditional public forum, any new public area, even a new street or park could be created as a nonpublic forum as long as the government's intent to do so were memorialized in restrictive statutes or statements of purpose. This result would make a mockery of the protections of the First Amendment.

If the regulation of speech in a public forum does not target speech because of its content, the regulation will be analyzed under the time, place and manner doctrine (See discussion on page 2).

Nonpublic forums are locations owned or controlled by the government that have not been opened to the public for expressive activity; expression in nonpublic forum is entitled to less-extensive protection. The government does not have an absolute right to prohibit any kind of speech in a nonpublic forum but a decision to restrict speech need only be reasonable and viewpoint-neutral. In a nonpublic forum, the government has the right to make distinctions in access on the basis of subject matter and speaker identity but must not make distinctions based on the speaker's viewpoint. Courts have recognized a number of nonpublic forum, including school mail facilities, and military installations. The Supreme Court has held that, like a private owner of property, a government may reserve a forum for its intended purposes, communicative or otherwise, "as long as the regulation on speech is reasonable and not an effort to suppress expression merely because public officials oppose the speaker's view." Unlike in a public forum, a regulation of expression in a nonpublic forum may be based on the content of speech, so long as it is not aimed at a particular viewpoint and the Court concludes it is reasonable (*Perry Educ. Ass'n. v. Perry Local Educators' Ass'n* 460 U.S. 37 (1983)).

A court's classification of a transit facility as either a public forum or a nonpublic forum may be critical to the determination of whether a restriction on expressive activity within the facility will be deemed permissible. Whether a mass transit facility is a traditional public forum, a designated public forum or a nonpublic forum depends on the characteristics of the forum. To determine whether a transit facility has designated a public forum with respect to its advertising space, courts have examined a transit facility's prior practice and policy, the nature of the property and its compatibility with expressive activity and have sought to determine whether the government entity has acted in a proprietary<sup>3</sup> or regulatory capacity. In a plurality opinion, four Justices of the Supreme Court agreed that "car card" advertising spaces on public buses and street cars were not a traditional public forum and that a transit system, therefore, legitimately could decline political advertising while accepting commercial advertising (*Lehman v. City of Shaker Heights*, 418 U.S. 298 (1974)). The plurality noted that there were "no open spaces, no meeting hall, park, street corner, or other public thoroughfare" implicated in the case. The Court found that the City consciously limited access to its transit system advertising space in order to minimize chances of abuse, the appearance of favorites, and the risk of imposing upon a captive audience. The justices maintained that these were reasonable legislative objectives advanced by the city in its propriety capacity. The concurring justice, who provided the fifth vote for affirmance, found no constitutional right to spread a message before "a captive audience" on the city's buses.

*Lehman* thus stands for the principle that advertising space in a transit facility does not constitute a traditional public forum. Since *Lehman* the courts have asked in transit advertising cases, whether the public entity has designated its advertising spaces as a public forum. The

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<sup>3</sup> Where the government is acting as a proprietor managing its internal operations, rather than acting as lawmaker with the power to regulate or license, its action will not be subjected to the heightened review to which its actions as a lawmaker may be subject. (*United States v. Kokinda*, 497 U.S. 720 (1990)).

Court in *Planned Parenthood Ass'n/Chicago Area v. Chicago Transit Auth.*, 767 F.2d 1225 (7<sup>th</sup> Cir. 1985), determined that the Chicago Transit Authority (CTA) had created a public forum in its advertising space because it allowed "all-comers" to advertise. CTA allowed its advertisement space to be purchased by anyone willing to pay and thus its space had been used for a wide range of ads including political ones. Acceptance of political and public-issue speech advertisements which by their nature generate conflict, signals a willingness on the part of the government to open the property to controversial speech (*United Food & Commercial Workers Union, Local 1099 v. Sw. Ohio Reg'l Transit Auth.*, 163 F. 3d 341 (6<sup>th</sup> Cir. 1998)).

In *Children of the Rosary v. City of Phoenix*, 154 F.3d 972 (9<sup>th</sup> Cir. 1998) the City who operated the transit system in the community and had an advertisement program on the exterior bus panels had denied a Church the right to advertise against abortions on the exterior of buses. The City's adopted reasons for the denial were accepted by the Court as justifying the limitation on noncommercial speech. These reasons consisted of the following: 1) maintaining a position of neutrality on political and religious issues; 2) a fear that buses and passengers could be subject to violence if advertising is not restricted; and 3) preventing a reduction in income earned from selling advertising space because commercial advertisers would be dissuaded "from using the same forum commonly used by those wishing to communicate primarily political or religious messages.

Courts have found that a transit agency's policies of taking "all-comers" and lack of enforcement of restrictive policies can convert a nonpublic forum into a public forum thus requiring the strict scrutiny test. In *Lebron v. Wash. Metro. Area Transit Auth.*, 749 F.2d 893 (D.C. Cir. 1984) the court held that accepting political advertising for placement in subway stations converts it into a public forum. The Court in *Nat'l Abortion Fed'n v. Metro Atlanta Rapid Transit Autho.*, 112 F. Supp. 2d 1320 (N.D. Ga 2000) held that the failure of the Metropolitan Atlanta Rapid Transit Authority (MARTA) to enforce consistently its written policy prohibiting advertising regarding "matters of public controversy" was found to have created a designated public forum. The Nat'l Abortion Court stated, "The evidence shows that MARTA has accepted advertising on subjects ranging from AIDS awareness to racial and religious tolerance to homosexual rights...It has permitted advertising for pregnancy counseling and adoption services. By permitting these various forms of public interest speech and speech by non-profit entities, MARTA has opened its advertising forum to such speech..."

The Court in *Uptown Pawn & Jewelry, Inc. v. City of Hollywood*, 337 F. 3d 1275 (11<sup>th</sup> Cir. 2003) ruled that City bus benches were not traditional or designated public forum but rather were nonpublic forum. The Court determined that the City's intent in using the bus benches for advertisement purposes was to generate the most revenue possible. The Court pointed out that while the City allowed for commercial and political advertising it always had certain restrictive policies, thus never allowing "all-comers" to use its bus benches for advertising purposes. The Court noted that in denying the Uptown Pawn Shop advertising space, the City perceived that allowing certain kinds of advertising, such as Uptown, would discourage higher caliber advertisers from buying bus bench space which it reasoned would ultimately reduce revenue. The Court stated that the City's bus bench advertisement program is a commercial venture, and as such, "in much the same way that a newspaper or periodical, or a radio or television station, need not accept every proffer of advertising from the general public, a city has discretion to

develop and make reasonable choices concerning the type of advertising that may be displayed". The Court in finding the City's actions reasonable held the City was permitted to refuse certain categories of advertising in order to protect the City's interest in generating revenue. Additionally, the Court in *ACLU v. Mineta*, 319 F. Supp. 2d 69 stated that bus shelters are nonpublic forum, finding that such shelters are more like subway stations and airports than city streets, because they serve as entry and exit points for a mass transit system.

Courts have generally classified transit facilities as nonpublic forum for purposes of the First Amendment. Regulation of speech and expression in a nonpublic forum is appropriate so long as the regulation is reasonable in light of the purposes served by the forum and not based upon the viewpoint of speakers. A forum will be considered nonpublic, however, only so long as transit officials enact and consistently enforce policies to ensure that a facility is not open to all speakers.

The history of the METRO bus benches and shelters is that they have never been opened up as a place of public discourse. Depending on whether and how the Board of Directors fashions its policies on the Adopt-a- Stop Program will determine whether they become a designated public forum or remain a nonpublic forum. Therefore, in implementing any program, the Board of Directors may want to consider important policy considerations for such a program, including but not limited to public safety, raising revenue, avoiding passenger disruption, reducing disputes, protecting captive audiences, promoting the appearance of neutrality, avoiding offense to patrons of the facility, avoiding the use of the facility to promote illegal activity and managing aesthetics. As the cases illustrate as long as the transit facility remains a nonpublic forum, transit officials must identify the important governmental interests served by the restriction at issue, and ensure that any regulations actually and clearly serve such interests without affecting substantial amount of other expressive activity at the same time. Attachment A sets forth a draft standard for acceptance of Adopt-A-Stop participants.

Even if a particular regulation appears likely to survive under the forum analysis, METRO will still have to consider how other doctrines might come into play. These doctrines include time, place and manner regulations, overbroad regulations, and regulations that are vague. Which one a court applies will depend on the facts of the case, but in essence they all stand for the proposition that restrictions on speech should include clear and specific standards to both inform the public and to guide and limit the discretion of individual officials.

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

Adoption of this program would facilitate the purchase of bus benches and shelters without costs to METRO.

#### **V. ATTACHMENTS**

**Attachment A:** Proposed Policy Statements regarding Adopt-A-Stop Program

## Draft Standard for Adopt-A-Stop Program Policy

1. The purpose of the Adopt-A-Stop Program is to generate revenue for the purchase of Bus Benches and Shelters to facilitate METRO's fixed-route bus service. The purpose of the Program is only to identify the Donor. It is not an advertising program.
2. The Adopt-A-Stop Program is designed to maintain existing ridership level and to increase ridership and is not intended to open METRO's Bus Benches and/or Shelters for public discourse, debate and/or discussion of public issues. It is METRO's declared intent and purpose to not allow its bus benches or shelters to become a public forum.
3. It is METRO's declared intent and purpose to take into account interests, which are of importance to the operation of METRO's transportation system. These interests include:
  - a.) Maximizing revenues generated by this program;
  - b.) Promoting and maintaining an orderly administration and operation of METRO's transportation system which includes maximizing revenues by attracting and maintaining the patronage of passengers;
  - c.) Maintaining the safety of passengers;
  - d.) Protecting minors who travel on METRO's transportation system;
  - e.) Avoiding any potential identification of METRO with the viewpoints of Individuals, organizations or businesses;
  - f.) Avoiding passenger conflicts, disruptions or disputes;
  - g.) Protecting captive audiences;
  - h.) Avoiding offense to patrons of METRO's facilities and transit service; and
  - i.) Avoiding use of any of METRO's facilities to promote illegal activities or violation of METRO's policies.
4. Individuals who pay for the cost and installation of a bus bench shall have their name (as set forth in a government card or certificate) affixed onto a bus bench for an agreed upon period of time.
5. Organizations and/or businesses who pay for the cost and installation of a bus shelter shall have its logo affixed to the side of the shelter for an agreed upon period of time as long as the organization and/or business meets the following criteria:
  - a.) Non-religious, non-political and non-environmental;
  - b.) Does not advocate, promote or support violence or criminal activities;
  - c.) Cannot have as its primary purpose the sale of tobacco or tobacco related products;
  - d.) Cannot have as its primary purpose the sale of liquor or distilled spirits;
  - e.) Cannot display any word, phrase, symbol or character likely to interfere with, mislead, or distract traffic or conflict with any traffic control device; and

- f.) Cannot incorporate any rotating, revolving, or flashing devices, or any other moving parts.
6. Neither a name nor a logo shall contain any of the following:
- a.) Nudity, obscenity, or sexually related words, phrases, symbols or characters;
  - b.) Any libelous words, symbols or characters;
  - c.) False, misleading or deceptive words, phrases, symbols or characters;
  - d.) A political candidate, issue or cause;
  - e.) Religion, denomination, creed, tenet or belief, in support or opposition thereof, in word, symbols or character form; and
  - f.) Alcohol, drugs, distilled spirits, tobacco or tobacco related products in word, symbol or character form.
7. METRO reserves the right to amend these policies and standards at any time. Any revisions or amendment to this policy will be in writing and supplied to all Sponsors. Any member of the public may obtain a copy of these standards at any time, upon request.
8. At the discretion of METRO's Board of Directors, METRO may at any time, subject to any contractual obligations, declare a complete ban on all names and logos and direct that no further postings will be made.