



**BOARD OF DIRECTORS REGULAR MEETING AGENDA
DECEMBER 17, 2010
SANTA CRUZ CITY COUNCIL CHAMBERS*
809 CENTER STREET
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 12:00 noon**

**THE BOARD MEETING AGENDA PACKET CAN BE FOUND ONLINE AT
WWW.SCMTD.COM OR AT SANTA CRUZ METRO'S ADMINISTRATIVE
OFFICES LOCATED AT 110 VERNON STREET, 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 ANNOUNCEMENT:** AMY WEISS WILL BE AVAILABLE FOR SPANISH LANGUAGE INTERPRETATION DURING "ORAL COMMUNICATIONS" AND FOR ANY OTHER AGENDA ITEM FOR WHICH THESE SERVICES ARE NEEDED
3. ORAL AND WRITTEN COMMUNICATION TO THE BOARD OF DIRECTORS
 - a. Fern Feldman re: External Bus Announcements
4. LABOR ORGANIZATION COMMUNICATIONS
5. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 6-1. APPROVE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF SEPTEMBER 2010
- 6-2. MONTHLY BUDGET STATUS REPORTS FOR SEPTEMBER 2010, APPROVAL OF BUDGET TRANSFERS, AND AUTHORIZATION TO ADD \$68,500 TO THE FY11 CAPITAL BUDGET
- 6-3. CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM OF MARIO AREVALO, # 10-0036; REJECT THE CLAIM OF BAO NGUYEN, #10-0037
- 6-4. ACCEPT AND FILE MAC AGENDA OF DECEMBER 15, 2010

- 6-5. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF OCTOBER 2010
- 6-6. ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR OCTOBER 2010
- 6-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2010
- 6-8. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR OCTOBER 2010
- 6-9. APPROVE REGULAR BOARD MEETING MINUTES OF NOVEMBER 19, 2010
- 6-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE NOVEMBER 2010 MEETING(S)
- 6-11. ACCEPT AND FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR DECEMBER 2010
- 6-12. ACCEPT AND FILE STATUS REPORT OF FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES
- 6-13. CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS
- 6-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH BRINKS FOR CASH VAULT PICK-UP SERVICES AND COIN & CURRENCY PROCESSING SERVICES
- 6-15. CONSIDERATION OF CONTRACT AMENDMENTS WITH SPECIALIZED AUTO AND FLEET SERVICES, INC. AND DOC AUTO LLC. TO EXTEND PARACRUZ VEHICLE MAINTENANCE SERVICES FOR A PERIOD OF ONE YEAR
- 6-16. ACCEPT AND FILE LETTER FROM CABRILLO COLLEGE REGARDING CESSATION OF STUDENT BUS PASS PROGRAM, AND CONSIDERATION OF THE INSTALLATION OF TICKET VENDING MACHINES AT CABRILLO COLLEGE
- 6-17. CONSIDERATION OF DECLARING 29 CHEVROLET VANS, 2 FORD VANS, A FORD SEDAN, AND A DODGE VAN AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION
- 6-18. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT FOR A ONE-YEAR EXTENSION OF THE CONTRACT WITH PAT PIRAS CONSULTING FOR REVIEW OF THE ADA PARATRANSIT ELIGIBILITY PROCESS
- 6-19. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO EXTEND THE 989 ARRA PASS-THROUGH AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA, SANTA CRUZ (UCSC) TO MARCH 31, 2011

- 6-20. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR HASTUS ANNUAL MAINTENANCE AND SUPPORT WITH GIRO, INC.
- 6-21. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR DELTA DENTAL INSURANCE COVERAGE AND SIGN THE STABILIZATION CONSENT AGREEMENT THROUGH THE CALIFORNIA STATE ASSOCIATIONS OF COUNTIES EXCESS INSURANCE AUTHORITY (CSAC-EIA-EIA)
- 6-22. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT FOR AN EXTENSION OF THE CONTRACT WITH CLASSIC GRAPHICS FOR VEHICLE BODY REPAIR AND PAINT SERVICES FOR AN AMOUNT NOT TO EXCEED \$200,000

REGULAR AGENDA

- 7. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented By: Chair Pire
- 8. CONSIDERATION OF A RESOLUTION APPROVING THE TRANSFER OF THE 2002 CHANCE COACH COMPRESSED NATURAL GAS RUBBER TIRED TROLLEY TO SOUTH METRO AREA REGIONAL TRANSIT IN WILSONVILLE, OREGON, A FEDERAL TRANSPORTATION ADMINISTRATION (FTA) DIRECT RECIPIENT AGENCY, UPON RECEIPT OF THE CITY OF SANTA CRUZ'S RELEASE OF INTEREST AND FTA APPROVAL OF SUCH TRANSFER
Presented By: Tove Beatty, Legislative and Grants Analyst
- 9. CONSIDERATION OF SANTA CRUZ METRO'S RESPONSE TO THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG) BLUEPRINT PLANNING PROJECTS
Presented By: Leslie R. White, General Manager
- 10. CONSIDERATION OF THE APPROVAL OF THE CONSTRUCTION, IMPROVEMENT AND REPAIR OF PROPOSED COUNTY-WIDE BUS STOPS USING \$500,000 IN STATE TRANSIT IMPROVEMENT PROGRAM FUNDS VIA THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (SCCRTC)
Presented By: Angela Aitken, Finance Manager and Acting Assistant General Manager
- 11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH OJO TECHNOLOGY FOR A CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM AT THE WATSONVILLE TRANSIT CENTER FOR AN AMOUNT NOT TO EXCEED \$164,000
Presented By: Mary Ferrick, Fixed Route Superintendent

12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SHAW/YODER/ANTWIH, INC. FOR STATE LEGISLATIVE SERVICES
Presented By: Leslie R. White, General Manager
13. CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH WEST BAY BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE MAINTENANCE BUILDING TO JUNE 30, 2011, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF AUGUST 29, 2009
Presented By: Frank Cheng, MetroBase Project Manager
14. **ORAL ANNOUNCEMENT:** THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD FRIDAY, JANUARY 14, 2011 AT 9:30 A.M. AT THE SANTA CRUZ METRO ADMINISTRATIVE OFFICES LOCATED AT 110 VERNON STREET, IN SANTA CRUZ
Presented By: Chair Pirie
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. Claim of PG&E against Santa Cruz Metropolitan Transit District

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 Santa Cruz METRO Resolution 69-2-1.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Tony Tapiz, Administrative Services Coordinator, at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting Santa Cruz METRO regarding special requirements to participate in the Board meeting. A Spanish language translator will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.



Santa Cruz Women's Health Center. 250 Locust St. Santa Cruz, California 95060 T. 831 427 3500

RECEIVED

11/10/10

To the Board of Directors
Santa Cruz Metro
c/o Administrative Services Coordinator
110 Vernon St
Santa Cruz, CA 95060

2010 NOV 18 PM 12 07

SANTA CRUZ METRO

My patient, Diana Bernstein, reports that her sleep is disturbed by the external call on the metro bus that drives near her home on Columbia St. She works irregular hours, and so needs to sleep during times that the bus is running. Please ask your drivers to have the external call be turned off when possible. This would greatly help my patient's health, which is currently compromised due to lack of sleep.

Thank you,
Fern Feldman, NP

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

DATE: 09/01/10 THRU 09/30/10

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
37063	09/06/10	28.19 R584	28.19	ABREGO, EULALIO		35549	IWC VIOLATION	28.19	
37064	09/06/10	70.04 294	70.04	ANDY'S AUTO SUPPLY	0	35482	REV VEH PARTS/FL	70.04	
37065	09/06/10	17,373.30 941	17,373.30	ASSURANT EMPLOYEE BENEFITS		35550	SEPT 10 LTD	17,373.30	
37066	09/06/10	53,154.00 001341	13,288.00	CDX WIRELESS, INC.		35551	USER/SYSTEM REPORTS	13,288.00	
			39,866.00			35552	RECOMM REPORT/SPECS	39,866.00	
37067	09/06/10	125.00 001113	125.00	CLARKE, SUSAN	7	35531	8/19-8/24 BUS AUDIT	125.00	
37068	09/06/10	2,064.00 909	2,064.00	CLASSIC GRAPHICS		35483	OUT RPR # 2227	2,064.00	
37069	09/06/10	25,325.57 001124	7,601.02	CLEAN ENERGY		35484	LNG 8/10/10	7,601.02	
			10,243.50			35485	LNG 8/13/10	10,243.50	
			7,481.05			35486	LNG 8/16/10	7,481.05	
37070	09/06/10	226.80 001000	226.80	DAIMLER BUSES N. AMERICA INC.		35487	REV VEH PARTS/FL	226.80	
37071	09/06/10	37,564.32 800	37,564.32	DELTA DENTAL PLAN		35553	SEPT 10 DENTAL	37,564.32	
37072	09/06/10	73.02 001316	73.02	DEVCO OIL		35488	PROPANE/FLT	73.02	
37073	09/06/10	2,582.08 085	2,582.08	DIXON & SON TIRE, INC.		35489	FUEL/NON REV/FL	2,582.08	
			51.73			35490	AUG TIRES & TUBES/FL	51.73	
			366.15			35491	AUG TIRES & TUBES/FL	366.15	
			884.76			35492	AUG TIRES & TUBES/FL	884.76	
			958.87			35493	AUG TIRES & TUBES/FL	958.87	
			16.00			35556	AUG TIRES & TUBES/PT	16.00	
			226.87			35557	AUG TIRES & TUBES/PT	226.87	
			129.43			35558	AUG TIRES & TUBES/PT	129.43	
37074	09/06/10	900.00 432	900.00	EXPRESS EMPLOYMENT PROS		35494	TEMP/FAC W/E 8/15	900.00	
37075	09/06/10	98.61 282	98.61	GRAINGER		35494	PARTS & SUPPLY/FL	98.61	
37076	09/06/10	3,504.94 001745	3,504.94	HARTFORD LIFE AND ACCIDENT INS		35532	OFFICE SUPPLIES/RR	3,504.94	
37077	09/06/10	1,128.00 878	1,128.00	KELLY SERVICES, INC.		35554	SEPT 10 LIFE/AD&D	1,128.00	
37078	09/06/10	78.11 167	78.11	KEYSTON BROTHERS		35495	TEMP/OPS W/E 8/15	78.11	
37079	09/06/10	444.23 E635	444.23	KINSLow, DEBBIE		35496	REV VEH PARTS/FL	444.23	
37080	09/06/10	387.50 852	387.50	LAW OFFICES OF MARIE F. SANG	7	35533	NTI COURSE 8/24-8/25	387.50	
			62.00			35497	WORK COMP FEE	62.00	
			325.50			35498	WORK COMP FEE	325.50	
37081	09/06/10	279.50 001992	279.50	LRP PUBLICATIONS		35555	9/10-8/11 DIS COMP	279.50	
37082	09/06/10	39.00 E467	39.00	MESECK, MARGARITA		35534	DMV FEES	39.00	
37083	09/06/10	381.15 001052	381.15	MID VALLEY SUPPLY		35499	CLEAN SUPPLY/FAC	381.15	
37084	09/06/10	336.86 041	336.86	MISSION UNIFORM		35500	CLEAN SUPPLY/FL	336.86	
			203.89			35501	UNIF & LAUNDRY/FAC	203.89	
			62.78			35502	UNIF & LAUNDRY/FL	62.78	
			169.49			35503	UNIF & LAUNDRY/PT	169.49	
			34.74			35504	UNIF & LAUNDRY/PT	34.74	
37085	09/06/10	540.57 001063	540.57	NEW FLYER INDUSTRIES LIMITED		35506	REV VEH PARTS/FL	540.57	
			93.51			35507	REV VEH PARTS/FL	93.51	
			89.81			35508	REV VEH PARTS/FL	89.81	
			233.13			35509	REV VEH PARTS/FL	233.13	
			88.16			35510	REV VEH PARTS/FL	88.16	
			634.02			35559	7/26-8/25/OPS	634.02	
37086	09/06/10	634.02 002721	634.02	NEXTEL COMMUNICATIONS		35535	CAL/OSHA TRN 8/16/19	634.02	
37087	09/06/10	127.39 E629	127.39	NJAA, SHELDON		35505	REV VEH PARTS/FL	127.39	
37088	09/06/10	26.18 004	26.18	NORTH BAY FORD LINC-MERCURY		35512	OFFICE SUPPLY/ADM	26.18	
37089	09/06/10	925.89 043	925.89	PALACE ART & OFFICE SUPPLY		35513	CR OFFICE SUPPLY/ADM	925.89	
			-85.94			35514	OFFICE SUPPLY/ADM	-85.94	
			114.85			35515	OFFICE SUPPLY/ADM	114.85	
			433.49			35516	OFFICE SUPPLY/ADM	433.49	

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37090	09/06/10	142.92 001125	142.92	PD BACKFLOW SERVICES		355111	BACKFLOW RPR/WTC	142.92	
37091	09/06/10	1,978.40 001098	1,978.40	ROBERT HALF MANAGEMENT RESOURCE		355117	TEMP/ADM W/E 8/13	999.20	
						35536	TEMP/RR W/E 8/13	979.20	
37092	09/06/10	176.78 018	176.78	SALINAS VALLEY FORD SALES		35521	REV VEH PARTS/FL	176.78	
37093	09/06/10	198.35 135	198.35	SANTA CRUZ AUTO PARTS, INC.		35518	REV VEH PARTS/PT	38.95	
						35519	REV VEH PARTS/PT	14.22	
						35520	REV VEH PARTS/FL	145.18	
37094	09/06/10	50.29 E239	50.29	SLATER, ROBYN		35537	HRIS MTG-IVANTAGE	50.29	
37095	09/06/10	3,325.74 001232	3,325.74	SPECIALIZED AUTO AND		35522	OUT RPR REV VEH/PT	1,706.02	
						35560	OUT RPR REV VEH/PT	872.58	
						35561	OUT RPR REV VEH/PT	747.14	
37096	09/06/10	196.71 170	196.71	TOWNSEND'S AUTO PARTS		35523	REV VEH PARTS/FL	196.71	
37097	09/06/10	22,426.75 475	22,426.75	TRAPEZE SOFTWARE GROUP, INC.		35538	CONTRACT EXECUTION 4	22,426.75	
37098	09/06/10	2,000.00 002873	2,000.00	USPS-HASLER		35562	POSTAGE/ADM	2,000.00	
37099	09/06/10	1,617.46 002829	1,617.46	VALLEY POWER SYSTEMS, INC.		35524	REV VEH PARTS/FL	1,123.42	
						35525	REV VEH PARTS/FL	95.93	
						35526	REV VEH PARTS/FL	9.86	
						35527	REV VEH PARTS/FL	388.25	
37100	09/06/10	54.57 434B	54.57	VERIZON CALIFORNIA		35528	MT. BIEWLASKI	54.57	
37101	09/06/10	11,385.00 001043	11,385.00	VISION SERVICE PLAN		35563	SEPT 10 VISION	11,385.00	
37102	09/06/10	835.38 001223	835.38	WATSONVILLE CADILLAC, BUICK,		35564	REV VEH PARTS/PT	504.62	
						35565	REV VEH PARTS/PT	205.57	
37103	09/06/10	138.57 R580	138.57	WESTCOAST LEGAL SERVICE		35566	REV VEH PARTS/PT	125.19	
37104	09/13/10	80.00 E437	80.00	AITKEN, ANGELA		35529	SC 03-10-06	138.57	
37105	09/13/10	294.00 001093	294.00	ALERE TOXICOLOGY SERVICES, INC		35669	EMPLOY EXAMS	80.00	
37106	09/13/10	214.99 002861	214.99	AMERICAN MESSAGING SVCS, LLC		35642	SEPT PAGERS	214.99	
37107	09/13/10	167.99 294	167.99	ANDY'S AUTO SUPPLY		35574	REV VEH PARTS/FL	148.83	
						35678	REV VEH PARTS/FL	19.16	
37108	09/13/10	4,221.64 001D	4,221.64	AT&T		35575	7/13-8/12 HR TRUNK	721.30	
						35576	7/19-8/18 PHONES	3,500.34	
37109	09/13/10	3,940.68 059	3,940.68	BATTERIES USA, INC.		35577	REV VEH PARTS/FL	3,940.68	
37110	09/13/10	774.00 011	774.00	BEWLEYS CLEANING		35643	AUG MAINT	774.00	
37111	09/13/10	5,000.00 001324	5,000.00	CAPITALEGE ADVOCACY, LLC		35539	SEPT 10 FED LEG SVCS	5,000.00	
37112	09/13/10	147.83 002882	147.83	CARR PARTS NAPA		35592	REV VEH PARTS/FL	147.83	
37113	09/13/10	284.74 002627	284.74	CDW GOVERNMENT, INC.		35670	TRIPP CABLES	284.74	
37114	09/13/10	25.00 001911	25.00	CITY OF SANTA CRUZ		35578	FIRE ALARM REG	25.00	
37115	09/13/10	125.00 001113	125.00	CLARKE, SUSAN		35645	8/26-8/30 BUS AUDIT	125.00	
37116	09/13/10	1,409.13 909	1,409.13	CLASSIC GRAPHICS		35541	OUT RPR # 9806	1,409.13	
37117	09/13/10	28,862.91 001124	28,862.91	CLEAN ENERGY		35540	LNG 8/19/10	10,225.12	
						35579	LNG 8/22/10	10,147.30	
						35644	LNG 8/25/10	8,490.49	
37118	09/13/10	676.71 002870	676.71	COLE SUPPLY COMPANY, INC.		35580	RPRS & MAINT/FAC	676.71	
37119	09/13/10	3,346.93 504	3,346.93	CUMMINS WEST, INC.		35542	REV VEH PARTS/FL	3,346.93	
37120	09/13/10	3,756.00 001219	3,756.00	D&B POWER ASSOCIATES, INC		35571	11/10-11/11 MAINT	3,756.00	
37121	09/13/10	11,677.86 001316	11,677.86	DEVCO OIL		35675	AUG FUEL/FLT	5,235.44	
						35676	8/16-8/31 UNL/PT	6,442.42	
37122	09/13/10	3,586.13 480	3,586.13	DIESEL MARINE ELECTRIC, INC.		35581	REV VEH PARTS/FL	3,586.13	
37123	09/13/10	6,102.85 085	6,102.85	DIXON & SON TIRE, INC.		35543	AUG TIRES & TUBES/FL	1,769.52	
						35544	AUG TIRES & TUBES/FL	1,778.37	

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37124	09/13/10	4,844.80 001329		DOC AUTO LLC		35545	AUG TIRES & TUBES/FL	884.57	
37125	09/13/10	1,035.00 432		EXPRESS EMPLOYMENT PROS		35546	AUG TIRES & TUBES/FL	653.44	
37126	09/13/10	178.19 372		FEDERAL EXPRESS		35547	AUG TIRES & TUBES/FL	143.25	
37127	09/13/10	200.00 001302		GARDA CL WEST, INC.		35569	AUG TIRES & TUBES/PT	646.83	
37128	09/13/10	670.33 001323		GOVDELIVERY, INC.		35570	AUG TIRES & TUBES/PT	226.87	
37129	09/13/10	33.62 166		HOSE SHOP, THE		35567	OUT RPR REV VEH/PT	3,269.23	
37130	09/13/10	89.59 215		IKON OFFICE SOLUTIONS		35568	OUT RPR REV VEH/PT	1,575.57	
37131	09/13/10	556.61 001355		ITT SHARED SERVICES		35582	TEMP/FAC W/E 8/22	1,035.00	
37132	09/13/10	250.00 001196		JOHN A. DASH & ASSOCIATES		35679	POSTAGE/MAILING	178.19	
37133	09/13/10	1,842.00 878		KELLY SERVICES, INC.		35646	SEP ARMORED CAR SVC	200.00	
37134	09/13/10	21.79 074		KENVILLE LOCKSMITHS	7	35671	AUG 10 EMAIL SUBSCRIP	670.33	
37135	09/13/10	3,965.74 001337		LAMAR BROTHERS TIRE SVC, INC.	7	35572	7/19-8/18 BK MNT/ADM	33.62	
37136	09/13/10	821.50 852		LAW OFFICES OF MARIE F. SANG	7	35674	REV VEH PARTS/FL	556.61	
37137	09/13/10	50.00 880		LEXISNEXIS		35673	BUS OP WAGE REPORT	250.00	
37138	09/13/10	228.84 013		MCI SERVICE PARTS, INC.		35573	TEMP/OPS W/E 8/22	1,842.00	
37139	09/13/10	302.46 041		MISSION UNIFORM		35647	AUG TIRES & TUBES/FL	21.79	
37140	09/13/10	4.27 288		MUNCIE TRANSIT SUPPLY		35668	AUG ACCESS CHARGES	50.00	
37141	09/13/10	169.00 887		NEOPOST, INC		35585	REV VEH PARTS/FL	228.84	
37142	09/13/10	2,327.17 001063		NEW FLYER INDUSTRIES LIMITED		35586	UNIF & LAUNDRY/FAC	61.12	
37143	09/13/10	14,842.00 001176		NORTHSTAR, INC.		35587	UNIF & LAUNDRY/FL	171.49	
37144	09/13/10	1,740.00 E645		OLANDER, JOY		35588	UNIF & LAUNDRY/FL	69.85	
37145	09/13/10	12,468.34 009		PACIFIC GAS & ELECTRIC		35589	UNIF & LAUNDRY/FL	4.27	
37146	09/13/10	1,664.64 043		PALACE ART & OFFICE SUPPLY		35590	UNIF & LAUNDRY/FL	4.27	
37147	09/13/10	574.00 481		PIED PIPER EXTERMINATORS, INC.		35593	RATE CHANGE PROT/PT	169.00	
						35594	REV VEH PARTS/FL	258.74	
						35595	REV VEH PARTS/FL	660.68	
						35596	REV VEH PARTS/FL	279.32	
						35597	REV VEH PARTS/FL	438.65	
						35598	REV VEH PARTS/FL	89.81	
						35591	REV VEH PARTS/FL	217.60	
						35649	AUG MAINT	382.37	
						35650	EDUCATION EXP	14,842.00	
						35651	7/29-8/27 GOLF	1,740.00	
						35652	7/29-8/27 1122 RIVER	6,247.52	
						35653	7/29-8/27 VERNON	26.08	
						35654	7/28-8/26 111 DUBOIS	5,537.58	
						35655	7/28-8/26 115 DUBOIS	512.40	
						35656	7/28-8/26 115 DUBOIS	14.23	
						35604	7/28-8/26 115 DUBOIS	121.85	
						35605	OFFICE SUPPLY/HR	8.68	
						35606	OFFICE SUPPLY/PT	228.30	
						35657	OFFICE SUPPLY/PT	359.59	
						35658	OFFICE SUPPLY/OPS	328.26	
						35599	OFFICE SUPPLY/OPS	681.53	
						35600	AUG PEST CTRL	66.96	
						35601	AUG PEST CTRL	53.00	
							AUG PEST CTRL	48.50	

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37148	09/13/10	107A	36.31	PROBUILD		35603	AUG PEST CTRL	183.00	
						35607	RPRS & MAINT/FAC	241.00	
						35608	RPRS & MAINT/FAC	4.52	
						35609	RPRS & MAINT/FAC	10.75	
						35610	RPRS & MAINT/FAC	5.78	
						35659	RPRS & MAINT/FAC	4.43	
37149	09/13/10	001098	1,201.05	ROBERT HALF MANAGEMENT RESOURCE		35660	TEMP/RR W/E 8/20	10.83	
37150	09/13/10	135	177.89	SANTA CRUZ AUTO PARTS, INC.		35611	REV VEH PARTS/FL	1,201.05	
						35612	SAFETY SUPPLY/FL	98.02	
						35613	EMPLOY FINGERPRINT	79.87	
37151	09/13/10	345	30.00	SANTA CRUZ COUNTY OFFICE OF		35616	6/7-8/10 SVTC	30.00	
37152	09/13/10	002459	717.79	SCOTT'S VALLEY WATER DISTRICT		35617	OUT RPR REV VEH/PT	717.79	
37153	09/13/10	001232	1,146.86	SPECIALIZED AUTO AND		35618	OUT RPR REV VEH/PT	50.47	
						35619	OUT RPR REV VEH/PT	50.47	
						35620	OUT RPR REV VEH/PT	42.25	
						35621	OUT RPR REV VEH/PT	50.47	
						35622	OUT RPR REV VEH/PT	42.25	
						35623	OUT RPR REV VEH/PT	42.25	
						35624	OUT RPR REV VEH/PT	42.25	
						35625	OUT RPR REV VEH/PT	42.25	
						35626	OUT RPR REV VEH/PT	486.24	
						35627	OUT RPR REV VEH/PT	205.24	
37154	09/13/10	001976	3,178.99	SPORTWORKS NORTHWEST, INC.		35614	REV VEH PARTS/FL	1,469.00	
						35615	REV VEH PARTS/FL	259.02	
						35662	REV VEH PARTS/FL	1,450.97	
37155	09/13/10	080C	11,472.00	STATE BOARD OF EQUALIZATION		35629	10/10-9/11 FLAT RATE	11,472.00	
37156	09/13/10	001165	542.16	THANH N. VU MD	7	35630	EMPLOY EXAMS/OPS	75.00	
						35631	EMPLOY EXAMS/HR	92.16	
						35632	EMPLOY EXAMS/OPS	150.00	
						35633	EMPLOY EXAM/FL	75.00	
						35664	EMPLOY EXAM/OPS	75.00	
						35628	AD/MECHANIC II	95.00	
37157	09/13/10	001190	95.00	TRANSIT TALENT.COM LLC		35665	FRT OUT/FLT	101.24	
37158	09/13/10	007	101.24	UNITED PARCEL SERVICE		35634	8/18-9/14 RENTAL	10.96	
37159	09/13/10	946	10.96	UNITED SITE SERVICES		35635	DMV FEE	39.00	
37160	09/13/10	E483	39.00	VALDEZ, DAVID		35637	REV VEH PARTS/FL	287.88	
37161	09/13/10	002829	287.88	VALLEY POWER SYSTEMS, INC.		35636	OUT RPR #2807	256.25	
37162	09/13/10	001353	256.25	VISION COMMUNICATIONS		35638	REV VEH PARTS/PT	405.93	
37163	09/13/10	001223	1,415.17	WATSONVILLE CADILLAC, BUICK,		35639	REV VEH PARTS/PT	504.62	
						35640	REV VEH PARTS/PT	504.62	
37164	09/13/10	682	70.00	WEISS, AMY L.	7	35672	BOD MTG 8/27 SP INT	70.00	
37165	09/13/10	186	175.00	WILSON, GEORGE H., INC.		35677	JUL QRT HVAC/RES PRK	175.00	
37166	09/13/10	E092	10.00	YEO, BILL		35666	VTT FEE	10.00	
37167	09/13/10	147	30.35	ZEE MEDICAL SERVICE CO.		35641	SAFETY SUPPLY/FAC	30.35	
37168	09/13/10	977	13,844.37	SANTA CRUZ TRANSPORTATION, LLC	7	35724	JULY 10 PT SVCS	7,271.58	
						35725	AUG 10 PT SVCS	6,572.79	
37169	09/13/10	001083	12,710.67	WATSONVILLE TRANSPORTATION, INC		35726	JULY 10 PT SVCS	6,912.89	

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37170	09/20/10	ADT SECURITY SERVICES INC.	477.87 020			35727	AUG 10 PT SVCS	5,797.78	
						35728	OCT ALARMS	45.05	
						35729	OCT ALARMS	68.89	
						35730	OCT ALARMS	49.23	
						35731	OCT ALARMS	49.23	
						35732	OCT ALARMS	93.24	
						35733	OCT ALARMS	104.23	
						35734	OCT ALARMS	68.00	
37171	09/20/10	ANDREWS INTERNATIONAL INC	33,879.25 001264			35751	7/26-8/29 SECURITY	33,879.25	
37172	09/20/10	ANDY'S AUTO SUPPLY	159.65 294		0	35735	REV VEH PARTS/FL	159.65	
37173	09/20/10	ATCHISON, BARISONE, CONDOTTI &	1,224.00 876		7	35749	425 PROP ACQ 7/31	982.50	
						35750	425 PROP ACQ 8/31	241.50	
37174	09/20/10	ATHENS INSURANCE SERVICE, INC.	8,250.00 001348			35680	SEP 10 WORK COMP FEE	8,250.00	
37175	09/20/10	BAY COUNTIES PITCOCK PETROLEUM	3,799.93 664			35736	OIL/LUBE FLT CONFER	3,799.93	
37176	09/20/10	BEATTY, TOVE	160.00 E642			35737	CALACT FALL CONFER	160.00	
37177	09/20/10	BLUE SHIELD OF CALIFORNIA	382.77 001287			35739	OCT 10 COBRA	382.77	
37178	09/20/10	BROWN ARMSTRONG	20,000.00 616			35738	FY10 AUDIT SVCS	20,000.00	
37179	09/20/10	BUS & EQUIPMENT	62.61 002189			35681	REV VEH PARTS/PT	62.61	
37180	09/20/10	CITY OF SANTA CRUZ	10.44 001346			35740	AUG LANDFILL	10.44	
37181	09/20/10	CITY OF WATSONVILLE UTILITIES	1,119.29 130			35741	7/26-8/24 WTC	21.84	
						35742	CONTAINER/WTC	793.96	
						35743	8/1-9/1 WTC	43.66	
						35744	7/26-8/24 WTC	225.16	
						35745	7/26-8/24 WTC	34.67	
37182	09/20/10	CLASSIC GRAPHICS	1,890.89 909			35682	OUT RPR #9819	1,890.89	
37183	09/20/10	CLEAN ENERGY	19,639.66 001124			35683	LNG 8/28/10	10,525.57	
						35684	LNG 8/31/10	9,114.09	
37184	09/20/10	CLUTCH COURIERS	70.00 R585			35685	SS 100371	70.00	
37185	09/20/10	COAST PAPER & SUPPLY INC.	290.13 075			35686	CLEAN SUPPLY/FAC	290.13	
37186	09/20/10	COMCAST	168.26 001266			35752	9/8-10/7 INTERNET MB	168.26	
37187	09/20/10	CUMMINS WEST, INC.	886.26 504			35687	REV VEH PARTS/FL	886.26	
37188	09/20/10	DAIMLER BUSES N. AMERICA INC.	2,395.16 001000			35688	REV VEH PARTS/FL	42.56	
						35746	REV VEH PARTS/FL	2,352.60	
37189	09/20/10	DIXON & SON TIRE, INC.	1,209.14 085			35689	AUG TIRES & TUBES/FL	366.15	
						35690	AUG TIRES & TUBES/FL	480.17	
37190	09/20/10	DOC AUTO LLC	4,481.62 001329			35691	AUG TIRES & TUBES/FL	362.82	
						35692	OUT RPR REV VEH/PT	356.18	
						35693	OUT RPR REV VEH/PT	100.04	
						35694	OUT RPR REV VEH/PT	1,619.37	
						35695	OUT RPR REV VEH/PT	1,613.44	
						35696	OUT RPR REV VEH/PT	140.25	
						35697	OUT RPR REV VEH/PT	652.34	
						35698	OUT RPR REV VEH/PT	55.00	
37191	09/20/10	DOGHERRA'S	55.00 002388		7	35747	WATER DRAIN/JULY MB	500.00	
37192	09/20/10	ECOLOGICAL CONCERNS INC.	500.00 002862			34895	CAL OSHA COMPLIANCE	329.00	
37193	09/20/10	EMPLOYER RESOURCE INSTITUTE	329.00 861			35748	TEMP/FAC W/E 8/29	900.00	
37194	09/20/10	EXPRESS EMPLOYMENT PROS	900.00 432			35753	RPRS & MAINT/FAC	103.11	
37195	09/20/10	FERGUSON ENTERPRISES INC.	103.11 001172			35754	REV VEH PARTS/FL	29.09	
37196	09/20/10	GFI GENFARE	29.09 647			35699	REV VEH PARTS/FL	542.77	
37197	09/20/10	GILLIG LLC	542.77 117			35755	RPRS & MAINT/FAC	89.13	
37198	09/20/10	GRAINGER	89.13 282						

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37199	09/20/10	001097	1,103.34	GREENWASTE RECOVERY, INC.		35756	JUL/AUG SVTC	455.88	
						35757	JUL/AUG GRN VALLEY	36.04	
						35758	JUL/AUG RES PARK	433.62	
						35759	JUL/AUG KINGS VILL	177.80	
37200	09/20/10	001035	50,497.50	HARRIS & ASSOCIATES		35760	PROF SVC-8/31 MB	49,785.00	
						35761	ADD SVCS-8/31 MB	712.50	
37201	09/20/10	510A	72.27	HASLER, INC.		35762	10/1-10/31 RENT/ADM	72.27	
37202	09/20/10	166	145.21	HOSE SHOP, THE		35700	REV VEH PARTS/FL	27.93	
						35701	SMALL TOOL/FL	83.28	
						35702	REV VEH PARTS/FL	34.00	
37203	09/20/10	001209	391.31	IKON FINANCIAL SERVICES		35703	8/18-9/17/PT	391.31	
37204	09/20/10	878	1,860.00	KELLY SERVICES, INC.		35763	TEMP/OPS W/E 8/27	1,860.00	
37205	09/20/10	001233	1,091.88	KIMBALL MIDWEST		35764	REV VEH PARTS/FL	1,091.88	
37206	09/20/10	039	615.33	KINKO'S INC.		35765	FALL 10 HEADWAYS	640.33	
						35766	CR PRINTING	-25.00	
37207	09/20/10	002920	6,340.00	LAMBERT & SON MOVING	7	35767	EQUIP MOVE 120 GOLF	2,940.00	
						35768	EQUIP MOVE 111 DUB	3,400.00	
37208	09/20/10	852	341.00	LAW OFFICES OF MARIE F. SANG	7	35769	WORK COMP FEE	341.00	
37209	09/20/10	040	80.76	LENZ ARTS, INC.		35770	EMPLOY ENT	80.76	
37210	09/20/10	013	89.58	MCI SERVICE PARTS, INC.		35773	REV VEH PARTS/FL	2.40	
						35774	REV VEH PARTS/FL	87.18	
37211	09/20/10	001305	762.90	MCMILLAN & SHUREEN LLP	7	35771	JUL 10 LGL SVCS	762.90	
37212	09/20/10	E467	10.00	MESECK, MARGARITA		35714	DMV FEE	10.00	
37213	09/20/10	001052	1,942.68	MID VALLEY SUPPLY		35704	CLEAN SUPPLY/FAC	1,962.61	
						35705	CR CLEAN SUPPLY/FAC	-168.63	
37214	09/20/10	041	651.32	MISSION UNIFORM		35706	CLEAN SUPPLY/FAC	148.70	
						35707	UNIF & LAUNDRY/FAC	62.78	
						35708	UNIF & LAUNDRY/FL	69.85	
						35709	UNIF & LAUNDRY/FL	171.49	
						35710	UNIF & LAUNDRY/PT	34.74	
						35711	UNIF & LAUNDRY/FL	69.85	
						35712	UNIF & LAUNDRY/FL	171.49	
						35713	UNIF & LAUNDRY/FAC	61.12	
						35772	UNIF & LAUNDRY/FL	10.00	
37215	09/20/10	288	487.89	MUNCIE TRANSIT SUPPLY		35775	REV VEH PARTS/FL	243.09	
						35776	REVV VEH PARTS/FL	244.80	
37216	09/20/10	001063	9,462.71	NEW FLYER INDUSTRIES LIMITED		35777	REV VEH PARTS/FL	4,059.25	
						35778	REV VEH PARTS/FL	432.80	
						35779	REV VEH PARTS CR/FL	-30.41	
						35780	REV VEH PARTS CR/FL	-30.49	
						35781	REV VEH PARTS/FL	60.90	
						35782	REV VEH PARTS/FL	110.06	
						35783	REV VEH PARTS/FL	117.32	
						35784	REV VEH PARTS/FL	14.53	
						35785	REV VEH PARTS/FL	282.24	
						35786	REV VEH PARTS/FL	4,298.05	
						35787	REV VEH PARTS/FL	148.46	
37217	09/20/10	004	90.54	NORTH BAY FORD LINC-MERCURY		35715	REV VEH PARTS/PT	90.54	
37218	09/20/10	009	2,724.10	PACIFIC GAS & ELECTRIC		35788	8/3-8/31 PACIFIC	2,571.18	
						35789	7/29-8/27 1217 RV MB	152.92	

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37219	09/20/10	9,348.73 043		PALACE ART & OFFICE SUPPLY		35790	MAINT BLDG FURNITURE	7,267.73	
37220	09/20/10	147.83 050		PITNEY BOWES INC.		35791	MAINT BLDG FURNITURE	2,081.00	
37221	09/20/10	127.00 001153		REPUBLIC ELEVATOR COMPANY		35716	10/1-12/31 RENTAL/MC	147.83	
37222	09/20/10	1,193.40 001098		ROBERT HALF MANAGEMENT RESOURCE		35717	SEPT MAINT/PACIFIC	127.00	
37223	09/20/10	18,216.16 966		S.C. FUELS	0	35792	TEMP/RR W/E 8/27	1,193.40	
37224	09/20/10	1,634.24 018		SALINAS VALLEY FORD SALES		35718	DIASEL 8/27/10	18,216.16	
37225	09/20/10	515.54 149		SANTA CRUZ SENTINEL	0	35793	REV VEH PARTS/FL	1,634.24	
37226	09/20/10	2,500.00 002267		SHAW / YODER / ANTWIH, INC.		35794	ADS/FIN	181.78	
37227	09/20/10	150.00 001165		THANH N. VU MD	7	35796	SEP 10 LEG SVCS	333.76	
37228	09/20/10	196.71 170		TOWNSEND'S AUTO PARTS		35797	EMPLOY EXAM/OPS	75.00	
37229	09/20/10	2,000.00 002873		USPS-HASLER		35798	EMPLOY EXAM/OPS	75.00	
37230	09/20/10	3,206.06 002829		VALLEY POWER SYSTEMS, INC.		35719	REV VEH PARTS/FL	196.71	
37231	09/20/10	51.00 E072		VEST, DOUGLAS		35720	POSTAGE/PT	2,000.00	
37232	09/20/10	160.00 E526		WARNOCK, APRIL		35721	REV VEH PARTS/FL	48.90	
37233	09/20/10	1,513.86 001223		WATSONVILLE CADILLAC, BUICK,		35722	REV VEH PARTS/FL	3,157.16	
37234	09/20/10	307.79 436		WEST PAYMENT CENTER		35723	AUG INFO CHARGES	307.79	
37235	09/20/10	1,449.00 001506		WESTERN STATES OIL CO., INC.		35801	LUBE/OIL FLT	1,449.00	
37236	09/20/10	611.61 148		ZEP MANUFACTURING COMPANY		35802	REV VEH PARTS/FL	611.61	
37237	09/20/10	98,516.30 002917		SANTA CRUZ METRO TRANSIT DIST		35803	8/1-8/31 WC FUND	98,516.30	
37238	09/21/10	365.00 080		STATE BOARD OF EQUALIZATION		35889	AUG USE TAX PREPAY	365.00	
37239	09/27/10	513.36 001		AT&T		35867	REPEATERS/OPS	310.69	
37240	09/27/10	57.73 M033		BAILEY, NEIL	0	35868	OPS PHONE	117.63	
37241	09/27/10	1,065.17 664		BAY COUNTIES PITCOCK PETROLEUM		35869	REPEATER/OPS	85.04	
37242	09/27/10	75.05 M077		BRADFORD, THOMAS	0	35922	OCT 10 RET SUPP	57.73	
37243	09/27/10	31.12 M078		BRIDGINGER, DENISE	0	35817	LUBE/OIL/FLT	1,065.17	
37244	09/27/10	414.93 001275		BROADLUX, INC.		35923	OCT 10 RET SUPP	75.05	
37245	09/27/10	57.73 M079		BROGDON, ROY		35924	OCT 10 RET SUPP	31.12	
37246	09/27/10	100.00 B018		BUSTICHI, DENE	7	35818	AUG SERVICES	414.93	
37247	09/27/10	462,745.62 502		CA PUBLIC EMPLOYEES'		35925	OCT 10 RET SUPP	57.73	
37248	09/27/10	57.73 M022		CAPELLA, KATHLEEN	0	35806	8/13-8/27 BOD MTGS	100.00	
37249	09/27/10	28.87 M080		CARR, DALE	0	35870	OCT 10 MEDICAL	462,745.62	
37250	09/27/10	28.87 M073		CENTER, DOUG	0	35940	OCT 10 RET SUPP	57.73	
37251	09/27/10	100.00 B014		CITY OF WATSONVILLE		35926	OCT 10 RET SUPP	28.87	
37252	09/27/10	250.00 001113		CLARKE, SUSAN	7	35947	OCT 10 RET SUPP	28.87	
37253	09/27/10	17,067.85 001124		CLEAN ENERGY		35816	8/13-8/27 BOD MTGS	100.00	
37254	09/27/10	1,470.00 001084		CLUTCH COURIERS		35871	BUS AUDIT 9/1	125.00	
37255	09/27/10	169.18 002870		COLE SUPPLY COMPANY, INC.		35872	BUS AUDIT 9/9-9/14	125.00	
37256	09/27/10	28.87 M092		CRAWFORD, TERRI	0	35819	LNG 9/3/10	8,659.63	
37257	09/27/10	15,916.94 504		CUMMINS WEST, INC.		35820	LNG 9/6/10	8,408.22	
37258	09/27/10	766.12 001000		DAIMLER BUSES N. AMERICA INC.		35921	AUG 10 MAIL P/U	1,470.00	

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37259	09/27/10	28.87 M039	DAVILLA, ANA MARIA	28.87	0	35927	OCT 10 RET SUPP	28.87	
37260	09/27/10	1,892.81 085	DIXON & SON TIRE, INC.	1,892.81		35823	SEP TIRES & TUBES/FL	444.98	
						35824	SEP TIRES & TUBES/FL	479.44	
						35825	SEP TIRES & TUBES/FL	66.00	
						35874	SEP TIRES & TUBES/FL	725.63	
						35875	SEP TIRES & TUBES/FL	176.76	
37261	09/27/10	570.00 916	DOCTORS ON DUTY MEDICAL GROUP	570.00		35826	EMPLOY EXAM	30.00	
						35827	EMPLOY EXAM	20.00	
						35828	EMPLOY EXAM	35.00	
						35829	EMPLOY EXAM	30.00	
						35830	EMPLOY EXAM	20.00	
						35831	EMPLOY EXAM	30.00	
						35832	EMPLOY EXAM	35.00	
						35833	EMPLOY EXAM	30.00	
						35834	EMPLOY EXAM	30.00	
						35835	EMPLOY EXAM	30.00	
						35836	EMPLOY EXAM	30.00	
						35837	EMPLOY EXAM	30.00	
						35838	EMPLOY EXAM	30.00	
						35839	EMPLOY EXAM	30.00	
						35840	EMPLOY EXAM	35.00	
						35841	EMPLOY EXAM	30.00	
						35842	EMPLOY EXAM	30.00	
						35843	EMPLOY EXAM	35.00	
						35844	EMPLOY EXAM	30.00	
37262	09/27/10	70.00 002388	DOGHERRA'S	70.00	7	35890	OUT RPR REV VEH/PT	70.00	
37263	09/27/10	28.87 M096	DRAKE, JUDITH	28.87	0	35949	OCT 10 RET SUPP	28.87	
37264	09/27/10	900.00 432	EXPRESS EMPLOYMENT PROS	900.00		35876	TEMP/FAC W/E 9/5	900.00	
37265	09/27/10	57.73 M099	FIKE, LOUIS	57.73	0	35950	OCT 10 RET SUPP	57.73	
37266	09/27/10	58.68 959	FIRST ADVANTAGE CORPORATION	58.68		35845	EMPLOY EXAM	58.68	
37267	09/27/10	120.00 002295	FIRST ALARM	120.00		35891	AUG 10 DISPATCH/PT	120.00	
37268	09/27/10	6,599.88 001158	FRICKE PARKS PRESS INC	6,599.88		35846	FALL 2010 HEADWAYS	6,599.88	
37269	09/27/10	51.54 M074	GABRIELE, BERNARD	51.54	0	35951	OCT 10 RET SUPP	51.54	
37270	09/27/10	28.87 M040	GARBEZ, LINDA	28.87	0	35928	OCT 10 RET SUPP	28.87	
37271	09/27/10	28.87 M100	GARCIA, HELEN	28.87	0	35929	OCT 10 RET SUPP	28.87	
37272	09/27/10	28.87 M0116	GENTRY, RITA	28.87	7	35952	OCT 10 RET SUPP	28.87	
37273	09/27/10	781.30 117	GILLIG LLC	781.30		35877	REV VEH PARTS/FL	781.30	
37274	09/27/10	28.87 M101	GOES, ALAN	28.87	0	35953	OCT 10 RET SUPP	28.87	
37275	09/27/10	57.73 M041	GOUVEIA, ROBERT	57.73	0	35930	OCT 10 RET SUPP	57.73	
37276	09/27/10	100.00 B023	GRAVES, RON	100.00		35807	8/13-8/27 BOD MTGS	100.00	
37277	09/27/10	100.00 B021	HAGEN, DONALD N.	100.00	7	35808	8/13-8/27 BOD MTGS	100.00	
37278	09/27/10	75.11 M081	HALL, JAMES	75.11	0	35931	OCT 10 RET SUPP	75.11	
37279	09/27/10	43.06 510A	HASLER, INC.	43.06		35892	10/1-10/31 RENT/PT	43.06	
37280	09/27/10	50.00 B006	HINKLE, MICHELLE	50.00	7	35809	8/13-8/27 BOD MTGS	50.00	
37281	09/27/10	75.05 M043	HOLONICK, JAMES	75.05	0	35932	OCT 10 RET SUPP	75.05	
37282	09/27/10	498.60 001209	IKON FINANCIAL SERVICES	498.60		35893	8/18-9/17/OPS	498.60	
37283	09/27/10	16,240.47 002117	IULIANO	16,240.47	7	35894	111 DUBOIS RENT	12,769.62	
						35895	115 DUBOIS RENT	3,470.85	
37284	09/27/10	500.00 001262	JABICO ENTERPRISES, LLC	500.00	7	35974	WEB DEVELOPMENT	500.00	
37285	09/27/10	2,905.16 110	JESSICA GROCERY STORE, INC.	2,905.16		35896	CUSTODIAL SERVICES	2,905.16	

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

DATE: 09/01/10 THRU 09/30/10

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
37286	09/27/10	28.87 M104		JUSSEL, PETE	0	35954	OCT 10 RET SUPP	28.87	
37287	09/27/10	291.85 M061		KAMEDA, TERRY	0	35941	OCT 10 RET SUPP	291.85	
37288	09/27/10	2,792.00 878		KELLY SERVICES, INC.		35848	TEMP/PT W/E 7/11	896.00	
						35849	TEMP/OPS W/E 9/5	1,896.00	
37289	09/27/10	145.00 074		KENVILLE LOCKSMITHS	7	35916	REKEY FINANCE	72.50	
						35917	REKEY ADMIN	72.50	
37290	09/27/10	499.00 002570		LEADERSHIP DIRECTORIES, INC.		35918	CONGRESS YELLOW BK	499.00	
37291	09/27/10	100.00 B026		LEOPOLD, JOHN	7	35810	8/13-8/27 BOD MTGS	100.00	
37292	09/27/10	183.78 196		LIFT-U-INC.		35880	REV VEH PARTS/FL	183.78	
37293	09/27/10	1,685.95 001119		MACERICH PARTNERSHIP LP	7	35897	CAPITOLA MALL RENT	1,685.95	
37294	09/27/10	2,896.22 R586		MARTINEZ, ALICIA AND		35850	SETTLEMENT/RISK	2,896.22	
37295	09/27/10	617.97 001342		MCW ASSOCIATES, INC.		35899	AUG OUT RPR/PT	617.97	
37296	09/27/10	338.86 041		MISSION UNIFORM		35881	UNIF & LAUNDRY/FAC	62.78	
						35882	UNIF & LAUNDRY/FL	69.85	
						35883	UNIF & LAUNDRY/FL	171.49	
						35898	UNIF & LAUNDRY/PT	34.74	
37297	09/27/10	556.49 001063		NEW FLYER INDUSTRIES LIMITED		35851	REV VEH PARTS/FL	465.09	
						35852	REV VEH PARTS/FL	55.42	
						35853	REV VEH PARTS/FL	28.05	
						35884	REV VEH PARTS/FL	7.93	
						35900	8/4-9/3/PT	1,491.36	
37298	09/27/10	1,491.36 002721		NEXTEL COMMUNICATIONS		35933	OCT 10 RET SUPP	28.87	
37299	09/27/10	28.87 M050		O'MARA, KATHLEEN	0	35885	7/27-9/7 SVTC	2,584.59	
37300	09/27/10	3,706.00 009		PACIFIC GAS & ELECTRIC		35886	8/12-9/10 RES PARK	1,108.04	
						35887	8/10-9/7 SVTC	13.37	
37301	09/27/10	887.00 950		PARADISE LANDSCAPE INC	0	35854	SEPT MAINT	887.00	
37302	09/27/10	319.71 M057		PARHAM, WALLACE	0	35942	OCT 10 RET SUPP	319.71	
37303	09/27/10	28.87 M109		PEREZ, CHERYL		35934	OCT 10 RET SUPP	28.87	
37304	09/27/10	258.43 M064		PETERS, TERRIE	0	35943	OCT 10 RET SUPP	258.43	
37305	09/27/10	28.87 M070		PICARELLA, FRANCIS	0	35944	OCT 10 RET SUPP	28.87	
37306	09/27/10	100.00 B024		PIRIE, ELLEN	7	35812	8/13-8/27 BOD MTGS	100.00	
37307	09/27/10	1,500.00 001221		PITNEY BOWES-RESERVE ACCOUNT		35901	POSTAGE/MC	1,500.00	
37308	09/27/10	319.71 M058		POTEETE, BEVERLY	0	35945	OCT 10 RET SUPP	319.71	
37309	09/27/10	252.95 882		PRINT SHOP SANTA CRUZ	7	35855	BUSINESS CARDS/FIN	74.46	
						35919	BUSINESS CARDS/OPS	37.23	
						35920	FORMS/OPS	141.26	
37310	09/27/10	4,384.71 002195		PROVANTAGE		35978	PROGRAM CARTRIDGES	3,563.93	
						35979	TONER CARTRIDGES	423.90	
						35980	LASER CARTRIDGES	396.88	
37311	09/27/10	50.00 B027		RIVAS, ANTONIO	7	35811	8/27 BOD MTG	50.00	
37312	09/27/10	1,224.00 001098		ROBERT HALF MANAGEMENT RESOURCE		35902	TEMP/RR W/E 9/3	1,224.00	
37313	09/27/10	100.00 B022		ROBINSON, LYNN MARIE		35813	8/13-8/27 BOD MTGS	100.00	
37314	09/27/10	57.73 M085		ROSSI, DENISE	0	35935	OCT 10 RET SUPP	57.73	
37315	09/27/10	100.00 B015		ROTKIN, MIKE	7	35814	8/13-8/27 BOD MTGS	100.00	
37316	09/27/10	28.87 M030		ROWE, RUBY		35936	OCT 10 RET SUPP	28.87	
37317	09/27/10	261.95 135		SANTA CRUZ AUTO PARTS, INC.		35857	REV VEH PARTS/PT	12.59	
						35858	REV VEH PARTS/PT	121.58	
						35859	REV VEH PARTS/PT	127.78	
						35903	REV VEH PARTS/PT	57.16	
						35904	REV VEH PARTS CR/PT	-57.16	

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

DATE: 09/01/10 THRU 09/30/10

CHECK NUMBER	CHECK DATE	CHECK VENDOR	CHECK AMOUNT	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
37318	09/27/10	222.96 788	SCMTD PETTY CASH - FINANCE		35958	PETTY CASH/FIN	222.96		
37319	09/27/10	302.74 M010	SHORT, SLOAN		35946	OCT 10 RET SUPP	302.74		
37320	09/27/10	28.87 M112	SILVA, EDUARDO		35955	OCT 10 RET SUPP	28.87		
37321	09/27/10	57.73 M054	SLOAN, FRANCIS		35937	OCT 10 RET SUPP	57.73		
37322	09/27/10	12,852.38 001075	SOQUEL III ASSOCIATES		35905	RESEARCH PARK RENT	12,461.74		
					35906	RENT INCREASE	195.32		
					35907	SEC DEPOSIT INCREASE	195.32		
37323	09/27/10	995.93 001232	SPECIALIZED AUTO AND		35860	OUT RPR REV VEH/PT	203.47		
					35861	OUT RPR REV VEH/PT	355.72		
					35908	OUT RPR REV VEH/PT	52.54		
					35909	OUT RPR REV VEH/PT	384.20		
37324	09/27/10	73.58 001976	SPORTWORKS NORTHWEST, INC.		35888	REV VEH PARTS/FL	73.58		
37325	09/27/10	50.00 B017	STONE, MARK		35815	8/27 BOD MTG	50.00		
37326	09/27/10	44,000.00 001347	TECHNICAL SERVICES ASSOC., INC		35981	PURCHASING SOFT SYS	44,000.00		
37327	09/27/10	150.00 001165	THANH N. VU MD		35910	EMPLOY EXAM/PT	75.00		
					35911	EMPLOY EXAM/PT	75.00		
37328	09/27/10	49.00 E197	TICHENOR, KENNETH		35862	DMV/VTT FEES/OPS	49.00		
37329	09/27/10	28.87 M086	TOLINE, DONALD		35938	OCT 10 RET SUPP	28.87		
37330	09/27/10	10,106.00 475	TRAPEZE SOFTWARE GROUP, INC.		35975	CALLBACK MAINT	3,728.00		
					35976	VOICE GENIE MAINT	3,060.00		
37331	09/27/10	9,207.44 057	U.S. BANK		35977	CANCEL/CONFIRM MAINT	3,318.00		
					35959	4246044555645971	6,735.32		
					35960	4246044555645971	293.00		
					35961	4246044555645971	143.00		
					35962	4246044555645971	1,016.86		
					35963	4246044555645971	146.52		
					35964	4246044555645971	164.21		
					35965	4246044555645971	335.48		
					35966	4246044555645971	87.59		
					35967	4246044555645971	8.77		
					35968	4246044555645971	109.52		
					35969	4246044555645971	113.10		
					35970	4246044555645971	-113.10		
					35971	4246044555645971	45.36		
					35972	4246044555645971	69.98		
					35973	4246044555645971	51.83		
37332	09/27/10	1,554.88 002829	VALLEY POWER SYSTEMS, INC.		35863	REV VEH PARTS/FL	1,554.88		
37333	09/27/10	49.00 E452	VANDINE, RODNEY		35913	DMV/VTT FEES	49.00		
37334	09/27/10	90.02 434	VERIZON WIRELESS		35912	PC CARDS/ADM	90.02		
37335	09/27/10	291.85 M076	VONWAL, YVETTE		35956	OCT 10 RET SUPP	291.85		
37336	09/27/10	629.81 001223	WATSONVILLE CADILLAC, BUICK,		35864	REV VEH PARTS/PT	504.62		
					35914	REV VEH PARTS/PT	125.19		
37337	09/27/10	193.82 436	WEST PAYMENT CENTER		35865	SUBSCRIPT/LEGAL	193.82		
37338	09/27/10	31.12 M115	WILLIAMS, CHRIS		35957	OCT 10 RET SUPP	31.12		
37339	09/27/10	49.00 E451	WU, PETER		35915	DMV/VTT FEES	49.00		
37340	09/27/10	28.87 M088	YAGI, RANDY		35939	OCT 10 RET SUPP	28.87		
TOTAL		1,327,318.36	ACCOUNTS PAYABLE			TOTAL CHECKS	278	1,327,318.36	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager

SUBJECT: MONTHLY BUDGET STATUS REPORTS FOR SEPTEMBER 2010, APPROVAL OF BUDGET TRANSFERS, AND AUTHORIZATION TO ADD \$68,500 TO THE FY11 CAPITAL BUDGET

I. RECOMMENDED ACTION

That the Board of Directors accept and file the monthly budget status reports for September 2010, approve the budget transfers for September 2010, and authorize an additional \$68,500 to the FY11 Capital budget.

II. SUMMARY OF ISSUES

- **Operating Revenues** for the month of September 2010 were \$111K or 3 % over the amount of revenue expected for September 2010.
- **Consolidated Operating Expenses** for the month of September 2010 were \$210K or 7 % under budget for the month of September 2010.
- **Capital Budget** spending year to date through September 2010 was \$575K or 4 % of the Capital budget. A budget revision is requested to increase the HR Software Upgrade project in the FY11 Capital Budget by \$68,500 to the previous FY10 level.

III. DISCUSSION

An analysis of Santa Cruz METRO's budget status is prepared monthly in order to apprise the Board of Directors of Santa Cruz METRO's actual revenues, expenses and capital in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue, expense and capital reports represent the status of Santa Cruz METRO's FY11 operating and capital budgets versus actual expenditures for the month.

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

A. Operating Revenue

For the month of September 2010 Operating Revenues were \$111K or 3 % over the amount of revenue expected for September 2010. 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 2010 were \$210K or 7 % under budget; 1 % over where we were in FY10. The majority of the variance is due to lower than anticipated Personnel and Mobile Materials and Supplies expenses

C. Consolidated Operating Expenses

Consolidated Operating Expenses for the month of September 2010 were \$210K or 7 % under budget. Personnel Expenses, Fuels & Lube Rev Vehicles, and Settlement Costs 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 2010 was \$575K or 4 % of the Capital budget. Of this, \$109K or 5 % has been spent on the MetroBase Maintenance Facility project, \$249K or 21 % has been spent on the Transit Mgmt. Info. Technology project, and \$143K or 27 % has been spent on IT Projects.

A budget revision is requested at this time to increase the FY11 Capital budget for the HR Software Upgrade by \$68,500. The original budget for the HR Software Upgrade project was in the FY10 Capital budget for \$250K; of which no money was spent by the end of FY10. It was erroneously assumed that all costs would be covered in the contract the Board approved for \$181,500 so the FY11 Capital budget for the HR Software Upgrade project was revised down in June of 2010. The original FY10 need of \$250,000 still exists for the FY11 Capital budget for expenses outside of the awarded contract to complete the HR Software Upgrade project in FY11.

Staff recommends that the Board of Directors accept and file the monthly budget status reports for July 2010, approve the budget transfers for July 2010, and authorize an additional \$68,500 to the FY11 Capital budget to complete the original HR Software Upgrade project from FY10.

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 projected budget gap.

Approval of the budget transfers will increase some line item expenses and decrease others. Overall, the changes are expense-neutral.

The additional Capital budget for the HR Software Upgrade project in FY11 for \$68,500 is only transferring authority from FY10 to FY11. No additional expense is being incurred or authorized above what was in the FY10 IT Projects capital budget.

Attachment A: FY11 Operating Revenue for the month ending – 09/30/10
 FY11 Operating Expenses by Department for the month ending – 09/30/10
 FY11 Consolidated Operating Expenses for the month ending – 09/30/10
 FY11 Capital Budget Reports for the month ending – 09/30/10
 FY11 Budget Transfers for the month ending – 09/30/10

Prepared by: Kristina Mihaylova, Financial Analyst
Date Prepared: December 06 , 2010



FY11
Operating Revenue
For the month ending - September 30, 2010

Percent of Year Elapsed - 25%

Revenue Source	Current Period				Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$Var	% Var	Notes	Actual	Budget	\$Var	% Var	FY11	FY10	\$ Var	% Var
										Actual			
Passenger Fares	\$ 320,474	\$ 281,483	\$ 38,991	14%		\$ 938,887	\$ 813,173	\$ 125,714	15%	\$ 938,887	\$ 836,678	\$ 102,209	12%
Paratransit Fares	\$ 21,672	\$ 21,551	\$ 121	1%		\$ 58,899	\$ 61,202	\$ (2,303)	-4%	\$ 58,899	\$ 59,449	\$ (550)	-1%
Special Transit Fares	\$ 249,152	\$ 221,076	\$ 28,075	13%		\$ 416,290	\$ 361,691	\$ 54,599	15%	\$ 416,290	\$ 388,287	\$ 28,003	7%
Highway 17 Fares	\$ 79,803	\$ 103,067	\$ (23,264)	-23%		\$ 229,139	\$ 285,375	\$ (56,236)	-20%	\$ 229,139	\$ 253,987	\$ (24,848)	-10%
Highway 17 Payments	\$ 40,457	\$ 33,827	\$ 6,630	20%		\$ 130,631	\$ 116,402	\$ 14,229	12%	\$ 130,631	\$ 114,330	\$ 16,301	14%
Subtotal Passenger Revenue	\$ 711,558	\$ 661,003	\$ 50,554	8%	1	\$ 1,773,846	\$ 1,637,843	\$ 136,003	8%	\$ 1,773,846	\$ 1,652,731	\$ 121,115	7%
Commissions	\$ -	\$ 458	\$ (458)	-100%		\$ 1,304	\$ 1,375	\$ (71)	-5%	\$ 1,304	\$ 1,355	\$ (51)	-4%
Advertising Income	\$ 16,804	\$ 17,917	\$ (1,113)	-6%		\$ 54,714	\$ 53,750	\$ 964	2%	\$ 54,714	\$ 92,486	\$ (37,772)	-41%
Rent Income - SC Pacific Station	\$ 6,974	\$ 7,648	\$ (674)	-9%		\$ 21,468	\$ 22,943	\$ (1,475)	-6%	\$ 21,468	\$ 22,952	\$ (1,484)	-6%
Rent Income - Watsonville TC	\$ 2,910	\$ 2,867	\$ 44	2%		\$ 8,731	\$ 8,600	\$ 131	2%	\$ 8,731	\$ 8,565	\$ 166	2%
Rent Income - General	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Interest Income	\$ 13,770	\$ 4,813	\$ 8,958	186%	2	\$ 39,763	\$ 14,438	\$ 25,325	175%	\$ 39,763	\$ 59,646	\$ (19,883)	-33%
Other Non-Transp Revenue	\$ 155	\$ 667	\$ (512)	-77%		\$ 713	\$ 2,000	\$ (1,287)	-64%	\$ 713	\$ 3,238	\$ (2,525)	-78%
Sales Tax Revenue	\$ 1,519,044	\$ 1,461,671	\$ 57,373	4%	3	\$ 3,781,444	\$ 3,607,147	\$ 174,296	5%	\$ 3,781,444	\$ 3,660,664	\$ 120,780	3%
Transp Dev Act (TDA) - Op Asst	\$ 1,243,620	\$ 1,243,620	\$ -	0%		\$ 1,243,620	\$ 1,243,620	\$ -	0%	\$ 1,243,620	\$ 1,416,656	\$ (173,037)	-12%
Subtotal Other Revenue	\$ 2,803,277	\$ 2,739,659	\$ 63,617	2%		\$ 5,151,757	\$ 4,953,873	\$ 197,884	4%	\$ 5,151,757	\$ 5,265,562	\$ (113,805)	-2%
FTA Sec 5307 - Op Asst	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
FTA Sec 5309 - ARRA Oprtg	\$ -	\$ -	\$ -	0%		\$ 270,000	\$ 270,000	\$ -	0%	\$ 270,000	\$ -	\$ 270,000	100%
Repay FTA Advance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
FTA Sec 5311 - Rural Op Asst	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Sec 5303 - AMBAG Funding	\$ -	\$ 2,917	\$ (2,917)	-100%		\$ -	\$ 8,750	\$ (8,750)	-100%	\$ -	\$ -	\$ -	0%
FTA Sec 5317 - Op Assistance	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Subtotal Grant Revenue	\$ -	\$ 2,917	\$ (2,917)	-100%		\$ 270,000	\$ 278,750	\$ (8,750)	-3%	\$ 270,000	\$ -	\$ 270,000	100%
Subtotal Operating Revenue	\$ 3,514,834	\$ 3,403,579	\$ 111,255	3%		\$ 7,195,603	\$ 6,870,466	\$ 325,137	5%	\$ 7,195,603	\$ 6,918,293	\$ 277,310	4%
Total Operating Expenses	\$ 2,985,201					\$ 8,810,338				\$ 8,810,338			
Variance	\$ 529,633					\$ (1,614,735)				\$ (1,614,735)			
One-Time Revenue													
Transfer (to)/from Capital Reserves	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from Cash Flow Res	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from W/C Reserve	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Transfer (to)/from Liab Ins Res	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Carryover from Previous Year	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Subtotal One-Time Revenue	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
Total Revenue	\$ 3,514,834	\$ 3,403,579	\$ 111,255	3%		\$ 7,195,603	\$ 6,870,466	\$ 325,137	5%	\$ 7,195,603	\$ 6,918,293	\$ 277,310	4%
Total Operating Expenses	\$ 2,985,201					\$ 8,810,338				\$ 8,810,338			
Variance	\$ 529,633					\$ (1,614,735)				\$ (1,614,735)			



FY11
Operating Revenue
For the month ending - September 30, 2010

Percent of Year Elapsed - 25%

Revenue Source	Current Period			Year to Date			YTD Year Over Year Comparison					
	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY11	FY10	\$ Var	% Var

Current Period Notes:

- 1) **Passenger Revenue** is over budget due to an increase in ridership (1.5% increase in ridership versus September 2009).
- 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 over budget for the month due to higher than anticipated receipts in September 2010.

Attachment A

FY11 Operating Expenses by Department For the month ending - September 30, 2010



	Current Period			Year to Date			YTD Year Over Year Comparison			
	Actual	Budget	% Var	Actual	Budget	% Var	FY11	FY10	% Var	
	\$	\$		\$	\$		\$	\$		
Departmental Personnel Expenses										
700 - SCCIC	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	
1100 - Administration	\$ 50,465	\$ 43,226	17%	\$ 129,740	\$ 129,672	68	\$ 129,740	\$ 195,035	(65,295) -33%	
1200 - Finance	\$ 117,840	\$ 119,449	(1,609) -1%	\$ 339,895	\$ 357,152	(17,257) -5%	\$ 339,895	\$ 251,371	\$ 88,524 35%	
1300 - Customer Service	\$ 39,753	\$ 41,863	(2,110) -5%	\$ 120,435	\$ 125,594	(5,159) -4%	\$ 120,435	\$ 93,020	\$ 27,415 29%	
1400 - Human Resources	\$ 44,785	\$ 44,239	\$ 546 1%	\$ 135,931	\$ 132,716	\$ 3,215 2%	\$ 135,931	\$ 140,514	(4,583) -3%	
1500 - Information Technology	\$ 43,681	\$ 44,258	(577) -1%	\$ 131,270	\$ 132,774	(1,505) -1%	\$ 131,270	\$ 128,664	\$ 2,606 2%	
1700 - District Counsel	\$ 39,171	\$ 40,677	(1,506) -4%	\$ 117,683	\$ 122,032	(4,349) -4%	\$ 117,683	\$ 111,997	\$ 5,686 5%	
1800 - Risk Management	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	
2200 - Facilities Maintenance	\$ 75,226	\$ 79,998	(4,772) -6%	\$ 230,933	\$ 239,993	(9,059) -4%	\$ 230,933	\$ 237,308	\$ (6,375) -3%	
3100 - Paratransit Program	\$ 294,504	\$ 302,053	(7,549) -2%	\$ 843,313	\$ 905,263	(61,950) -7%	\$ 843,313	\$ 783,818	\$ 59,495 8%	
3200 - Operations	\$ 168,840	\$ 171,707	(2,867) -2%	\$ 489,721	\$ 511,121	(21,400) -4%	\$ 489,721	\$ 551,498	(61,777) -11%	
3300 - Bus Operators	\$ 1,078,124	\$ 1,135,014	(56,889) -5%	\$ 3,283,209	\$ 3,405,041	(121,832) -4%	\$ 3,283,209	\$ 3,293,829	\$ (10,620) 0%	
4100 - Fleet Maintenance	\$ 273,295	\$ 274,164	(869) 0%	\$ 819,896	\$ 839,336	(19,440) -2%	\$ 819,896	\$ 899,691	(79,795) -9%	
9001 - Cobra Benefits	\$ (809)	\$ -	(809) 100%	\$ (230)	\$ -	(230) 100%	\$ (230)	\$ 336	(566) -168%	
9005 - Retired Employee Benefits	\$ 157,995	\$ 158,250	(255) 0%	\$ 466,588	\$ 469,050	(2,462) -1%	\$ 466,588	\$ 437,592	\$ 28,996 7%	
9014 - Operating Grants	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	
110020 - Operating Grants	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	
100 - New Flyer Parts Credit	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	
Subtotal Personnel Expenses	\$ 2,382,869	\$ 2,454,897	(72,028) -3%	\$ 7,108,385	\$ 7,369,744	(261,360) -4%	\$ 7,108,385	\$ 7,124,673	(16,288) 0%	
Departmental Non-Personnel Expenses										
700 - SCCIC	\$ -	\$ 25	(25) -100%	\$ 20	\$ 75	(55) -73%	\$ 20	\$ 260	(240) -92%	
1100 - Administration	\$ 26,172	\$ 37,763	(11,591) -31%	\$ 77,025	\$ 114,288	(37,263) -33%	\$ 77,025	\$ 61,822	\$ 15,203 25%	
1200 - Finance	\$ 95,909	\$ 109,271	(13,362) -12%	\$ 221,834	\$ 258,248	(36,414) -14%	\$ 221,834	\$ 238,074	(16,240) -7%	
1300 - Customer Service	\$ 12,960	\$ 16,058	(3,098) -19%	\$ 21,137	\$ 25,775	(4,638) -18%	\$ 21,137	\$ 16,396	\$ 4,741 29%	
1400 - Human Resources	\$ 1,931	\$ 4,227	(2,296) -54%	\$ 7,261	\$ 12,681	(5,420) -43%	\$ 7,261	\$ 11,832	(4,571) -39%	
1500 - Information Technology	\$ 7,128	\$ 16,189	(9,061) -56%	\$ 29,286	\$ 54,568	(25,282) -46%	\$ 29,286	\$ 31,739	(2,453) -8%	
1700 - District Counsel	\$ 797	\$ 1,658	(862) -52%	\$ 2,909	\$ 4,975	(2,066) -42%	\$ 2,909	\$ 3,035	(126) -4%	
1800 - Risk Management	\$ 45,039	\$ 28,697	\$ 16,342 57%	\$ 80,233	\$ 81,728	(1,495) -2%	\$ 80,233	\$ 13,850	\$ 66,383 479%	
2200 - Facilities Maintenance	\$ 116,694	\$ 126,370	(9,676) -8%	\$ 310,257	\$ 383,609	(73,353) -19%	\$ 310,257	\$ 470,322	(160,065) -34%	
3100 - Paratransit Program	\$ 57,923	\$ 87,888	(29,965) -34%	\$ 171,187	\$ 264,559	(93,371) -35%	\$ 171,187	\$ 157,434	\$ 13,753 9%	
3200 - Operations	\$ 46,053	\$ 43,753	\$ 2,300 5%	\$ 130,471	\$ 124,758	\$ 5,713 5%	\$ 130,471	\$ 119,244	\$ 11,227 9%	
3300 - Bus Operators	\$ -	\$ 417	(417) -100%	\$ -	\$ 1,250	(1,250) -100%	\$ -	\$ 1,168	(1,168) -100%	
4100 - Fleet Maintenance	\$ 191,727	\$ 268,083	(76,357) -28%	\$ 650,333	\$ 804,250	(153,917) -19%	\$ 650,333	\$ 436,165	\$ 214,168 49%	
9001 - Cobra Benefits	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ (1)	1 -100%	
9005 - Retired Employee Benefits	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	
9014 - Operating Grants	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	
110020 - Operating Grants	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	
100 - New Flyer Parts Credit	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	0%	
Subtotal Non-Personnel Expenses	\$ 602,332	\$ 740,399	(138,066) -19%	\$ 1,701,953	\$ 2,130,764	(428,810) -20%	\$ 1,701,953	\$ 1,561,340	\$ 140,613 9%	



FY11
Operating Expenses by Department
For the month ending - September 30, 2010

	Current Period			Year to Date			YTD Year Over Year Comparison				
	Actual	Budget	% Var	Actual	Budget	% Var	FY11 Actual	FY10	\$ Var	% Var	
	\$	\$		\$	\$		\$	\$	\$		
Total Departmental Expenses											
700 - SCCIC	\$ -	\$ 25	(25) -100%	\$ 20	\$ 75	(55) -73%	\$ 20	\$ 260	\$ (240)	-92%	
1100 - Administration	\$ 76,637	\$ 80,989	(4,352) -5%	\$ 206,765	\$ 243,961	(37,196) -15%	\$ 206,765	\$ 256,857	\$ (50,092)	-20%	
1200 - Finance	\$ 213,748	\$ 228,719	(14,971) -7%	\$ 561,729	\$ 615,400	(53,671) -9%	\$ 561,729	\$ 489,445	\$ 72,284	15%	
1300 - Customer Service	\$ 52,713	\$ 57,921	(5,208) -9%	\$ 141,572	\$ 151,369	(9,797) -6%	\$ 141,572	\$ 109,416	\$ 32,156	29%	
1400 - Human Resources	\$ 46,716	\$ 48,466	(1,750) -4%	\$ 143,192	\$ 145,397	(2,205) -2%	\$ 143,192	\$ 152,346	\$ (9,154)	-6%	
1500 - Information Technology	\$ 50,809	\$ 60,447	(9,638) -16%	\$ 160,556	\$ 187,342	(26,786) -14%	\$ 160,556	\$ 160,403	\$ 153	0%	
1700 - District Counsel	\$ 39,968	\$ 42,336	(2,368) -6%	\$ 120,592	\$ 127,007	(6,415) -5%	\$ 120,592	\$ 115,032	\$ 5,560	5%	
1800 - Risk Management	\$ 45,039	\$ 28,697	16,342 57%	\$ 80,233	\$ 81,728	(1,495) -2%	\$ 80,233	\$ 13,850	\$ 66,383	479%	
2200 - Facilities Maintenance	\$ 191,920	\$ 206,367	(14,447) -7%	\$ 541,190	\$ 623,602	(82,412) -13%	\$ 541,190	\$ 707,630	\$ (166,440)	-24%	
3100 - Paratransit Program	\$ 352,426	\$ 389,941	(37,514) -10%	\$ 1,014,500	\$ 1,169,822	(155,321) -13%	\$ 1,014,500	\$ 941,252	\$ 73,248	8%	
3200 - Operations	\$ 214,893	\$ 215,460	(567) 0%	\$ 620,192	\$ 635,879	(15,687) -2%	\$ 620,192	\$ 670,742	\$ (50,550)	-8%	
3300 - Bus Operators	\$ 1,078,124	\$ 1,135,430	(57,306) -5%	\$ 3,283,209	\$ 3,406,291	(123,082) -4%	\$ 3,283,209	\$ 3,294,997	\$ (11,788)	0%	
4100 - Fleet Maintenance	\$ 465,022	\$ 542,247	(77,226) -14%	\$ 1,470,230	\$ 1,643,586	(173,357) -11%	\$ 1,470,230	\$ 1,335,856	\$ 134,374	10%	
9001 - Cobra Benefits	\$ (809)	\$ -	(809) 100%	\$ (230)	\$ -	(230) 100%	\$ (230)	\$ 335	\$ (565)	-169%	
9005 - Retired Employee Benefits	\$ 157,995	\$ 158,250	(255) 0%	\$ 466,588	\$ 469,050	(2,462) -1%	\$ 466,588	\$ 437,592	\$ 28,996	7%	
9014 - Operating Grants	\$ -	\$ -	- 0%	\$ -	\$ -	- 0%	\$ -	\$ -	\$ -	0%	
110020 - Operating Grants	\$ -	\$ -	- 0%	\$ -	\$ -	- 0%	\$ -	\$ -	\$ -	0%	
100 - New Flyer Parts Credit	\$ -	\$ -	- 0%	\$ -	\$ -	- 0%	\$ -	\$ -	\$ -	0%	
Total Operating Expenses	\$ 2,985,201	\$ 3,195,296	(210,095) -7%	\$ 8,810,338	\$ 9,500,508	(690,170) -7%	\$ 8,810,338	\$ 8,686,013	\$ 124,325	1%	

** does not include depreciation

Current Period Notes:

- 1) Finance is under budget due to less than anticipated insurance expenses.
- 2) IT is under budget due to less than anticipated Repair-Equipment expenses for the month.
- 3) Risk Management is over budget due to higher than budgeted settlement costs paid in September 2010.
- 4) Facilities Maintenance is under budget due to extended leaves and less than anticipated services and utilities paid in September 2010.
- 5) Paratransit Program is under budget due to vacant funded position and extended leaves.
- 6) Bus Operators is under budget due to extended leaves.
- 7) Fleet is under budget due to vacant funded position and lower than anticipated mobile materials and supplies.



FY11
Consolidated Operating Expenses
For the month ending - September 30, 2010

	Current Period				Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	Actual	FY10	\$ Var	% Var
LABOR												
501011 Bus Operator Pay	\$ 620,887	\$ 661,071	\$ (40,184)	-6%	\$ 1,853,039	\$ 1,983,214	\$ (130,175)	-7%	\$ 1,853,039	\$ 1,873,549	\$ (20,510)	-1%
501013 Bus Operator Overtime	\$ 119,676	\$ 128,466	\$ (8,790)	-7%	\$ 344,049	\$ 385,397	\$ (41,348)	-11%	\$ 344,049	\$ 373,448	\$ (29,399)	-8%
501021 Other Salaries	\$ 541,219	\$ 553,159	\$ (11,939)	-2%	\$ 1,620,873	\$ 1,654,487	\$ (33,614)	-2%	\$ 1,620,873	\$ 1,621,816	\$ (943)	0%
501023 Other Overtime	\$ 26,164	\$ 29,757	\$ (3,593)	-12%	\$ 76,255	\$ 89,270	\$ (13,016)	-15%	\$ 76,255	\$ 91,586	\$ (15,331)	-17%
Total Labor -	\$ 1,307,946	\$ 1,372,453	\$ (64,507)	-5%	\$ 3,894,216	\$ 4,112,369	\$ (218,153)	-5%	\$ 3,894,216	\$ 3,960,399	\$ (66,183)	-2%
FRINGE BENEFITS												
502011 Medicare/Soc. Sec.	\$ 19,417	\$ 21,231	\$ (1,814)	-9%	\$ 57,460	\$ 63,692	\$ (6,233)	-10%	\$ 57,460	\$ 57,835	\$ (375)	-1%
502021 Retirement	\$ 184,653	\$ 195,809	\$ (11,155)	-6%	\$ 552,598	\$ 589,046	\$ (36,447)	-6%	\$ 552,598	\$ 556,719	\$ (4,121)	-1%
502031 Medical Insurance	\$ 454,782	\$ 473,265	\$ (18,483)	-4%	\$ 1,357,465	\$ 1,416,016	\$ (58,551)	-4%	\$ 1,357,465	\$ 1,340,361	\$ 17,104	1%
502041 Dental Insurance	\$ 37,117	\$ 39,867	\$ (2,750)	-7%	\$ 108,758	\$ 119,602	\$ (10,844)	-9%	\$ 108,758	\$ 121,413	\$ (12,655)	-10%
502045 Vision Insurance	\$ 11,190	\$ 11,350	\$ (160)	-1%	\$ 33,228	\$ 33,950	\$ (723)	-2%	\$ 33,228	\$ 33,996	\$ (768)	-2%
502051 Life Insurance	\$ 3,478	\$ 3,689	\$ (211)	-6%	\$ 10,956	\$ 11,068	\$ (112)	-1%	\$ 10,956	\$ 10,454	\$ 502	5%
502060 State Disability	\$ 16,042	\$ 15,495	\$ 548	4%	\$ 48,743	\$ 46,824	\$ 1,919	4%	\$ 48,743	\$ 49,744	\$ (1,001)	-2%
502061 Disability Insurance	\$ 17,373	\$ 18,784	\$ (1,410)	-8%	\$ 52,330	\$ 56,351	\$ (4,021)	-7%	\$ 52,330	\$ 52,713	\$ (383)	-1%
502071 State Unemp. Ins	\$ (33)	\$ 5,368	\$ (5,401)	-101%	\$ 602	\$ 16,103	\$ (15,502)	-96%	\$ 602	\$ 1,172	\$ (570)	-49%
502081 Worker's Comp Ins	\$ 73,502	\$ 58,333	\$ 15,169	26%	\$ 242,119	\$ 175,000	\$ 67,119	38%	\$ 242,119	\$ 155,052	\$ 87,067	56%
502083 Worker's Comp IBNR	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
502101 Holiday Pay	\$ 32,029	\$ 25,897	\$ 6,132	24%	\$ 48,213	\$ 77,690	\$ (29,477)	-38%	\$ 48,213	\$ 51,845	\$ (3,632)	-7%
502103 Floating Holiday	\$ 1,855	\$ 5,798	\$ (3,944)	-68%	\$ 5,227	\$ 17,395	\$ (12,169)	-70%	\$ 5,227	\$ 7,180	\$ (1,953)	-27%
502109 Sick Leave	\$ 47,632	\$ 67,769	\$ (20,137)	-30%	\$ 137,443	\$ 203,307	\$ (65,864)	-32%	\$ 137,443	\$ 175,054	\$ (37,611)	-21%
502111 Annual Leave	\$ 158,528	\$ 121,207	\$ 37,320	31%	\$ 502,750	\$ 375,482	\$ 127,267	34%	\$ 502,750	\$ 493,289	\$ 9,461	2%
502121 Other Paid Absence	\$ 10,217	\$ 10,335	\$ (118)	-1%	\$ 35,290	\$ 31,004	\$ 4,286	14%	\$ 35,290	\$ 36,593	\$ (1,303)	-4%
502251 Physical Exams	\$ 750	\$ 1,142	\$ (392)	-34%	\$ 1,275	\$ 3,425	\$ (2,150)	-63%	\$ 1,275	\$ 1,938	\$ (663)	-34%
502253 Driver Lic Renewal	\$ 257	\$ 378	\$ (121)	-32%	\$ 580	\$ 1,233	\$ (653)	-53%	\$ 580	\$ 889	\$ (309)	-35%
502999 Other Fringe Benefits	\$ 6,134	\$ 6,729	\$ (595)	-9%	\$ 19,133	\$ 20,187	\$ (1,054)	-5%	\$ 19,133	\$ 18,027	\$ 1,106	6%
Total Fringe Benefits -	\$ 1,074,923	\$ 1,082,445	\$ (7,521)	-1%	\$ 3,214,169	\$ 3,257,376	\$ (43,207)	-1%	\$ 3,214,169	\$ 3,164,274	\$ 49,895	2%
Total Personnel Expenses -	\$ 2,382,869	\$ 2,454,897	\$ (72,028)	-3%	\$ 7,108,385	\$ 7,369,744	\$ (261,360)	-4%	\$ 7,108,385	\$ 7,124,673	\$ (16,288)	0%



FY11
Consolidated Operating Expenses
For the month ending - September 30, 2010

	Current Period			Year to Date			YTD Year Over Year Comparison						
	Actual	Budget	% Var	Actual	Budget	% Var	Actual			% Var			
							FY11	FY10	\$ Var	FY11	\$ Var	% Var	
SERVICES													
503011 Acctg & Audit Fees	\$ -	\$ 1,021	(1,021) -100%	\$ 22,000	\$ 24,562	(2,562) -10%	\$ 22,000	\$ 22,700	\$ (700)	22,000	\$ (700)	-3%	
503012 Admin & Bank Fees	\$ 46,041	\$ 48,363	(2,321) -5%	\$ 50,495	\$ 53,424	(2,929) -5%	\$ 50,495	\$ 49,576	\$ 919	50,495	\$ 919	2%	
503031 Prof & Tech Fees	\$ 19,693	\$ 22,844	(3,151) -14%	\$ 40,193	\$ 57,932	(17,739) -31%	\$ 40,193	\$ 29,428	\$ 10,765	40,193	\$ 10,765	37%	
503032 Legislative Services	\$ 7,500	\$ 8,617	(1,117) -13%	\$ 22,500	\$ 25,850	(3,350) -13%	\$ 22,500	\$ 22,500	\$ -	22,500	\$ -	0%	
503033 Legal Services	\$ -	\$ 4,583	(4,583) -100%	\$ 863	\$ 13,750	(12,887) -94%	\$ 863	\$ 4,322	\$ (3,459)	863	\$ (3,459)	-80%	
503034 Pre-Employ Exams	\$ 39	\$ 608	(569) -94%	\$ 463	\$ 1,825	(1,362) -75%	\$ 463	\$ 2,979	\$ (2,516)	463	\$ (2,516)	-84%	
503041 Temp Help	\$ 12,523	\$ 6,707	5,816 87%	\$ 43,555	\$ 25,117	18,438 73%	\$ 43,555	\$ 55,769	\$ (12,214)	43,555	\$ (12,214)	-22%	
503161 Custodial Services	\$ 5,501	\$ 4,167	1,334 32%	\$ 15,903	\$ 12,500	3,403 27%	\$ 15,903	\$ 14,741	\$ 1,162	15,903	\$ 1,162	8%	
503162 Uniform & Laundry	\$ 1,643	\$ 2,800	(1,157) -41%	\$ 4,305	\$ 8,400	(4,095) -49%	\$ 4,305	\$ 5,848	\$ (1,543)	4,305	\$ (1,543)	-26%	
503171 Security Services	\$ 30,768	\$ 31,278	(509) -2%	\$ 92,345	\$ 93,833	(1,488) -2%	\$ 92,345	\$ 83,717	\$ 8,628	92,345	\$ 8,628	10%	
503221 Classified/Legal Ads	\$ 569	\$ 2,425	(1,856) -77%	\$ 2,484	\$ 7,275	(4,791) -66%	\$ 2,484	\$ 1,444	\$ 1,040	2,484	\$ 1,040	72%	
503222 Legal Advertising	\$ -	\$ -	0%	\$ -	\$ -	0%	\$ -	\$ -	\$ -	-	\$ -	0%	
503225 Graphic Services	\$ -	\$ 333	(333) -100%	\$ -	\$ 1,000	(1,000) -100%	\$ -	\$ -	\$ -	-	\$ -	0%	
503351 Repair - Bldg & Impr	\$ 3,352	\$ 8,333	(4,981) -60%	\$ 7,776	\$ 25,000	(17,224) -69%	\$ 7,776	\$ 13,533	\$ (5,757)	7,776	\$ (5,757)	-43%	
503352 Repair - Equipment	\$ 29,439	\$ 47,783	(18,344) -38%	\$ 85,422	\$ 143,948	(58,526) -41%	\$ 85,422	\$ 130,999	\$ (45,577)	85,422	\$ (45,577)	-35%	
503353 Repair - Rev Vehicle	\$ 29,003	\$ 34,167	(5,164) -15%	\$ 141,970	\$ 102,500	39,470 39%	\$ 141,970	\$ 71,600	\$ 70,370	141,970	\$ 70,370	98%	
503354 Repair - Non Rev Vehicle	\$ -	\$ 2,083	(2,083) -100%	\$ 153	\$ 6,250	(6,097) -98%	\$ 153	\$ 7,460	\$ (7,307)	153	\$ (7,307)	-98%	
503363 Haz Mat Disposal	\$ 7,555	\$ 4,125	3,430 83%	\$ 11,597	\$ 12,375	(778) -6%	\$ 11,597	\$ 11,125	\$ 472	11,597	\$ 472	4%	
Total Services -	\$ 193,626	\$ 230,236	(36,610) -16%	\$ 542,023	\$ 615,540	(73,517) -12%	\$ 542,023	\$ 527,741	\$ 14,282	542,023	\$ 14,282	3%	
MOBILE MATERIALS AND SUPPLIES													
504011 Fuels & Lube Non Rev Veh	\$ 5,256	\$ 12,592	(7,336) -58%	\$ 15,550	\$ 37,775	(22,225) -59%	\$ 15,550	\$ 33,045	\$ (17,495)	15,550	\$ (17,495)	-53%	
504012 Fuels & Lube Rev Veh	\$ 135,700	\$ 174,583	(38,884) -22%	\$ 441,630	\$ 523,750	(82,120) -16%	\$ 441,630	\$ 237,331	\$ 204,299	441,630	\$ 204,299	86%	
504021 Tires & Tubes	\$ 10,639	\$ 20,250	(9,612) -47%	\$ 39,486	\$ 60,750	(21,264) -35%	\$ 39,486	\$ 38,205	\$ 1,281	39,486	\$ 1,281	3%	
504161 Other Mobile Supplies	\$ -	\$ 5,000	(5,000) -100%	\$ -	\$ 5,000	(5,000) -100%	\$ -	\$ 157	\$ (157)	-	\$ (157)	-100%	
504191 Rev Vehicle Parts	\$ 35,843	\$ 47,083	(11,240) -24%	\$ 123,957	\$ 151,250	(27,293) -18%	\$ 123,957	\$ 113,248	\$ 10,709	123,957	\$ 10,709	9%	
Total Mobile Materials & Supplies -	\$ 187,438	\$ 259,508	(72,070) -28%	\$ 620,624	\$ 778,525	(157,901) -20%	\$ 620,624	\$ 421,986	\$ 198,638	620,624	\$ 198,638	47%	



FY11
Consolidated Operating Expenses
For the month ending - September 30, 2010

	Current Period				Year to Date				YTD Year Over Year Comparison				
	Actual	Budget	\$ Var	% Var	Notes	Actual	Budget	\$ Var	% Var	FY10	FY11	\$ Var	% Var
										Actual			
OTHER MATERIALS & SUPPLIES													
504205 Freight Out	\$ 187	\$ 208	\$ (22)	-10%		\$ 440	\$ 625	\$ (185)	-30%	\$ 271	\$ 440	\$ 169	63%
504211 Postage & Mailing	\$ 1,557	\$ 3,200	\$ (1,643)	-51%		\$ 5,656	\$ 6,599	\$ (943)	-14%	\$ 4,023	\$ 5,656	\$ 1,633	41%
504214 Promotional Items	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
504215 Printing	\$ 9,963	\$ 14,741	\$ (4,778)	-32%		\$ 15,535	\$ 25,223	\$ (9,687)	-38%	\$ 21,069	\$ 15,535	\$ (5,534)	-26%
504217 Photo Supply/Processing	\$ -	\$ 467	\$ (467)	-100%		\$ (10)	\$ 1,400	\$ (1,410)	-101%	\$ 195	\$ (10)	\$ (205)	-105%
504311 Office Supplies	\$ 6,518	\$ 5,885	\$ 634	11%		\$ 16,978	\$ 17,654	\$ (676)	-4%	\$ 18,404	\$ 16,978	\$ (1,426)	-8%
504315 Safety Supplies	\$ 1,455	\$ 1,358	\$ 97	7%		\$ 2,207	\$ 4,075	\$ (1,868)	-46%	\$ 4,254	\$ 2,207	\$ (2,047)	-48%
504317 Cleaning Supplies	\$ 5,876	\$ 2,758	\$ 3,118	113%		\$ 10,133	\$ 8,275	\$ 1,858	22%	\$ 7,621	\$ 10,133	\$ 2,512	33%
504409 Repair/Maint Supplies	\$ 5,677	\$ 3,333	\$ 2,344	70%		\$ 7,818	\$ 10,000	\$ (2,182)	-22%	\$ 10,884	\$ 7,818	\$ (3,066)	-28%
504421 Non-Inventory Parts	\$ 305	\$ 3,783	\$ (3,479)	-92%		\$ 606	\$ 11,350	\$ (10,744)	-95%	\$ 5,276	\$ 606	\$ (4,670)	-89%
504511 Small Tools	\$ 65	\$ 725	\$ (660)	-91%		\$ 179	\$ 2,175	\$ (1,996)	-92%	\$ 988	\$ 179	\$ (809)	-82%
504515 Employee Tool Rplcmt	\$ 54	\$ 250	\$ (196)	-78%		\$ 201	\$ 750	\$ (549)	-73%	\$ 624	\$ 201	\$ (423)	-68%
Total Other Materials & Supplies -	\$ 31,657	\$ 36,709	\$ (5,051)	-14%		\$ 59,745	\$ 88,126	\$ (28,381)	-32%	\$ 73,609	\$ 59,745	\$ (13,864)	-19%
UTILITIES													
505011 Gas & Electric	\$ 18,970	\$ 18,750	\$ 220	1%		\$ 52,118	\$ 56,250	\$ (4,132)	-7%	\$ 47,293	\$ 52,118	\$ 4,825	10%
505021 Water & Garbage	\$ 10,114	\$ 12,500	\$ (2,386)	-19%		\$ 30,983	\$ 37,500	\$ (6,517)	-17%	\$ 33,040	\$ 30,983	\$ (2,057)	-6%
505031 Telecommunications	\$ 8,452	\$ 14,083	\$ (5,631)	-40%		\$ 19,979	\$ 42,250	\$ (22,271)	-53%	\$ 28,109	\$ 19,979	\$ (8,130)	-29%
Total Utilities -	\$ 37,537	\$ 45,333	\$ (7,796)	-17%		\$ 103,079	\$ 136,000	\$ (32,921)	-24%	\$ 108,442	\$ 103,079	\$ (5,363)	-5%
CASUALTY & LIABILITY													
506011 Insurance - Property	\$ 7,972	\$ 9,583	\$ (1,611)	-17%		\$ 23,917	\$ 28,750	\$ (4,833)	-17%	\$ 25,167	\$ 23,917	\$ (1,250)	-5%
506015 Insurance - PL & PD	\$ 36,531	\$ 43,775	\$ (7,244)	-17%		\$ 109,592	\$ 131,325	\$ (21,733)	-17%	\$ 114,303	\$ 109,592	\$ (4,711)	-4%
506021 Insurance - Other	\$ -	\$ -	\$ -	0%		\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
506123 Settlement Costs	\$ 41,406	\$ 20,364	\$ 21,042	103%	7	\$ 75,336	\$ 56,728	\$ 18,608	33%	\$ 61,133	\$ 75,336	\$ 69,203	1128%
506127 Repairs - Dist Prop	\$ (188)	\$ -	\$ (188)	100%		\$ (19,866)	\$ -	\$ (19,866)	100%	\$ -	\$ (19,866)	\$ (19,866)	100%
Total Casualty & Liability -	\$ 85,721	\$ 73,722	\$ 11,999	16%		\$ 188,979	\$ 216,803	\$ (27,824)	-13%	\$ 145,603	\$ 188,979	\$ 43,376	30%
TAXES													
507051 Fuel Tax	\$ 1,480	\$ 1,167	\$ 314	27%		\$ 3,392	\$ 3,500	\$ (108)	-3%	\$ 2,349	\$ 3,392	\$ 1,043	44%
507201 Licenses & permits	\$ 1,101	\$ 1,708	\$ (607)	-36%		\$ 1,126	\$ 5,125	\$ (3,999)	-78%	\$ 5,770	\$ 1,126	\$ (4,644)	-80%
507999 Other Taxes	\$ -	\$ -	\$ -	0%		\$ 2,878	\$ 4,500	\$ (1,622)	-36%	\$ 2,485	\$ 2,878	\$ 393	16%
Total Utilities -	\$ 2,581	\$ 2,875	\$ (294)	-10%		\$ 7,396	\$ 13,125	\$ (5,729)	-44%	\$ 10,604	\$ 7,396	\$ (3,208)	-30%



FY11
Consolidated Operating Expenses
For the month ending - September 30, 2010

	Current Period				Year to Date				YTD Year Over Year Comparison			
	Actual	Budget	\$ Var	% Var	Actual	Budget	\$ Var	% Var	FY11	FY10	\$ Var	% Var
									Actual			
PURCHASED TRANSPORTATION												
503406 Contr/Paratrans	\$ 18,250	\$ 20,833	\$ (2,583)	-12%	\$ 46,881	\$ 62,500	\$ (15,619)	-25%	\$ 46,881	\$ 57,952	\$ (11,071)	-19%
Total Purchased Transportation -	\$ 18,250	\$ 20,833	\$ (2,583)	-12%	\$ 46,881	\$ 62,500	\$ (15,619)	-25%	\$ 46,881	\$ 57,952	\$ (11,071)	-19%
MISC												
509011 Dues & Subscriptions	\$ 5,499	\$ 5,419	\$ 80	1%	\$ 17,009	\$ 17,256	\$ (247)	-1%	\$ 17,009	\$ 15,497	\$ 1,512	10%
509085 Advertising - Rev Product	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
509101 Emp Incentive Prog	\$ 2,341	\$ 2,883	\$ (542)	-19%	\$ 2,422	\$ 8,650	\$ (6,228)	-72%	\$ 2,422	\$ 592	\$ 1,830	309%
509121 Employee Training	\$ 1,959	\$ 4,132	\$ (2,172)	-53%	\$ 4,299	\$ 18,395	\$ (14,096)	-77%	\$ 4,299	\$ 1,682	\$ 2,617	156%
509123 Travel	\$ 2,706	\$ 7,565	\$ (4,859)	-64%	\$ 11,916	\$ 22,695	\$ (10,779)	-47%	\$ 11,916	\$ 11,029	\$ 887	8%
509125 Local Meeting Exp	\$ 197	\$ 413	\$ (215)	-52%	\$ 601	\$ 1,238	\$ (636)	-51%	\$ 601	\$ 404	\$ 197	49%
509127 Board Director Fees	\$ 450	\$ 1,100	\$ (650)	-59%	\$ 1,400	\$ 3,300	\$ (1,900)	-58%	\$ 1,400	\$ 1,900	\$ (500)	-26%
509150 Contributions	\$ -	\$ 54	\$ (54)	-100%	\$ -	\$ 163	\$ (163)	-100%	\$ -	\$ -	\$ -	0%
509197 Sales Tax Expense	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%
509198 Cash Over/Short	\$ (24)	\$ 42	\$ (65)	-157%	\$ (27)	\$ 125	\$ (152)	-121%	\$ (27)	\$ 84	\$ (111)	-132%
Total Misc -	\$ 13,129	\$ 21,607	\$ (8,478)	-39%	\$ 37,621	\$ 71,821	\$ (34,200)	-48%	\$ 37,621	\$ 31,188	\$ 6,433	21%
LEASES & RENTALS												
512011 Facility Rentals	\$ 31,285	\$ 47,416	\$ (16,131)	-34%	\$ 93,073	\$ 142,249	\$ (49,176)	-35%	\$ 93,073	\$ 181,397	\$ (88,324)	-49%
512061 Equipment Rentals	\$ 1,108	\$ 2,158	\$ (1,051)	-49%	\$ 2,532	\$ 6,075	\$ (3,543)	-58%	\$ 2,532	\$ 2,818	\$ (286)	-10%
Total Leases & Rentals -	\$ 32,393	\$ 49,575	\$ (17,182)	-35%	\$ 95,605	\$ 148,324	\$ (52,719)	-36%	\$ 95,605	\$ 184,215	\$ (88,610)	-48%
Total Non-Personnel Expenses -	\$ 602,332	\$ 740,398	\$ (138,066)	-19%	\$ 1,701,953	\$ 2,130,763	\$ (428,810)	-20%	\$ 1,701,953	\$ 1,561,340	\$ 140,613	9%
TOTAL OPERATING EXPENSE -	\$ 2,985,201	\$ 3,195,296	\$ (210,095)	-7%	\$ 8,810,338	\$ 9,500,508	\$ (690,170)	-7%	\$ 8,810,338	\$ 8,686,013	\$ 124,325	1%

** does not include depreciation

Current Period Notes:

- 1) **Total Personnel Expenses** are below budget due to vacant funded positions and extended leaves.
- 2) **Temp Help** is over budget due to extended leaves. (Expense is offset by savings in personnel expense.)
- 3) **Repair - Equipment** is under budget due to inability to anticipate when repair costs will be incurred and straight lining of the budget.



FY11
Consolidated Operating Expenses
For the month ending - September 30, 2010

	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>

- 4) **Fuels & Lube Rev Veh** is under budget due to lower than anticipated prices of fuel.
- 5) **Tires & Tubes** is under budget due to the cyclical nature of tire and tube replacements.
- 6) **Rev Vehicle Parts** is under budget due to inability to anticipate when parts will be needed and straight lining of the budget.
- 7) **Settlement costs** are over budget due to higher than anticipated settlement costs for the month.
- 8) **Miscellaneous expenses** are under budget due to cost cutting measures in all departments.

Attachment A



FY2011
CAPITAL BUDGET
For the month ending - September 30, 2010

	YTD Actual	FY11 Budget	Remaining Budget	% Spent YTD
<u>Grant-Funded Projects</u>				
MetroBase Maintenance Facility (5309) / (PTMISEA)	\$ 109,303	\$ 2,000,000	\$ 1,890,697	5%
Purchase Smartcard Farebox System (ARRA) (5311)	\$ -	\$ 2,362,000	\$ 2,362,000	0%
Purchase of 425 Front Street (FTA) / (TCRP)	\$ 20,779	\$ 2,075,000	\$ 2,054,221	1%
Purchase 27 ParaCruz Vehicles (ARRA)	\$ -	\$ 1,750,000	\$ 1,750,000	0%
Transit Mgmt. Info. Technology (ARRA)	\$ 249,298	\$ 1,165,000	\$ 915,702	21%
Comprehensive Security & Surveillance Sys (OHS-1B)	\$ -	\$ 440,505	\$ 440,505	0%
Facilities Video Surveillance Project (OHS-1B)	\$ -	\$ 185,000	\$ 185,000	0%
Fleet - Land Mobile Radio Project (OHS-1B)	\$ 53,154	\$ 195,000	\$ 141,846	27%
Subtotal Grant Funded Projects	\$ 432,534	\$ 10,172,505	\$ 9,739,971	4%

IT Projects

Replace Fleet & Facilities Maintenance Software	\$ 8,154	\$ 170,000	\$ 161,846	5%
HR Software Upgrade	\$ 67,845	\$ 250,000	\$ 182,155	27%
Trapeze Pass Customer Certification Software	\$ -	\$ 5,000	\$ 5,000	0%
Trapeze Pass Interactive Voice Response System *	\$ 22,427	\$ 22,427	\$ (0)	100%
Automated Purchasing System Software	\$ 44,022	\$ 84,000	\$ 39,978	52%
Subtotal IT Projects	\$ 142,448	\$ 531,427	\$ 388,979	27%

Facilities Repair & Improvements

MTC Lane Four Shelter Replacement	\$ -	\$ 75,000	\$ 75,000	0%
Repair, Reseal, Restripe (Sinkholes) - Operations	\$ -	\$ 4,000	\$ 4,000	0%
Subtotal Facilities Repairs & Improvements Projects	\$ -	\$ 79,000	\$ 79,000	0%

Attachment A



FY2011
CAPITAL BUDGET
For the month ending - September 30, 2010

	YTD Actual	FY11 Budget	Remaining Budget	% Spent YTD
Revenue Vehicle Replacement				
Highway 17 Buses (5) - VTA - (Measure A)	\$ 157	\$ 2,500,000	\$ 2,499,843	0%
Subtotal Revenue Vehicle Replacements	\$ 157	\$ 2,500,000	\$ 2,499,843	0%
Non-Revenue Vehicle Replacement				
NONE	\$ -	\$ -	\$ -	0%
Subtotal Non-Revenue Vehicle Replacements	\$ -	\$ -	\$ -	0%
Maint Equipment				
NONE	\$ -	\$ -	\$ -	0%
Subtotal Non-Revenue Vehicle Replacements	\$ -	\$ -	\$ -	0%
Office Equipment				
NONE	\$ -	\$ -	\$ -	0%
Subtotal Office Equipment	\$ -	\$ -	\$ -	0%
TOTAL CAPITAL PROJECTS	\$ 575,139	\$ 13,282,932	\$ 12,707,793	4%

Attachment A



FY2011
CAPITAL BUDGET
For the month ending - September 30, 2010

	<u>YTD Actual</u>	<u>FY11 Budget</u>	<u>Remaining Budget</u>	<u>% Spent YTD</u>
Federal Capital Grants	\$ 257,484	\$ 7,480,265	\$ 7,222,781	3%
State - Measure A - (VTA)	\$ 157	\$ 2,500,000	\$ 2,499,843	0%
State - PTMISEA (1B)	\$ 109,303	\$ 891,938	\$ 782,635	12%
State Security Bond Funds (1B)	\$ 53,154	\$ 820,505	\$ 767,351	6%
State - CalTrans (Section 5311)	\$ -	\$ 267,464	\$ 267,464	0%
Traffic Congestion Relief Program - (TCRP)	\$ 20,779	\$ 617,333	\$ 596,554	3%
State Transit Assistance (STA) (Carryover)-Prior Yrs	\$ 134,262	\$ 705,427	\$ 571,165	19%
Local Reserves (Lawsuit & Sakata Proceeds)	\$ -	\$ -	\$ -	0%
TOTAL CAPITAL FUNDING	\$ 575,139	\$ 13,282,932	\$ 12,707,793	4%

* Budget transfer from FY10 to FY11 for unspent funds on the Trapeze IVR project was approved at the 10/22 BOD meeting.

Attachment A

FY 11 BUDGET LINE ITEM TRANSFERS For the month ending - September 30, 2010

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # FY11-10			
TRANSFER FROM:	504191-4100	Revenue Veh Parts	\$ (5,000)
TRANSFER TO:	504161-4100	Other Mobile Supplies	\$ 5,000
REASON:	Funds needed in Account 504161 used to track upholstery supplies.		

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Arevalo, Mario
Date of Incident: 10/13/10

Received: 11/10/10 Claim #: 10-0036
Occurrence Report No.: SC 10-10-14

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 11.16.10

I, Tony Tapiz, 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 December 17, 2010.

By _____
Tony Tapiz
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)



**ENGLISH TRANSLATION OF SPANISH LANGUAGE
CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060

CLAIM FOR DAMAGES

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

Claim # **10-0036**
(To be completed by METRO staff)

Please Print or Type:

The name and post office address of the claimant:

Claimant's Legal First Name: **Mario Arevalo**

Claimant's Legal Last Name: **Arevalo**

Address to which notices are to be sent: _____

Telephone (Home): _____

Telephone (Business/Cell): _____

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that the Santa Cruz Metropolitan Transit District report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist Centers for Medicare and Medicaid Services and other insurance plans to properly coordinate payment of benefits among plans so that (your) claims are paid promptly and correctly. We are asking you to answer the following questions so that we may comply with this law.

Are you presently, or have you ever been, enrolled in Medicare Part A or B? Yes or No

IF YES, please provide the following information:

Medicare Claim Number: _____

Date of Birth: _____

Social Security Number: _____

Gender: M or F



Claimant Name: Mario Arevalo

CLAIM FOR DAMAGES

The date, place and other circumstances of the occurrence or transaction that gave rise to the claim asserted:

Date of Incident/Accident: 10/13/10

Time of Incident/Accident: 2:35 AM PM

Location of Incident/Accident

Street/City: At the METRO station

A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the at the time of presentation of the claim. Please state the known facts surrounding the loss and use additional paper if needed.

On October 13 when I was coming from Scotts Valley at around 2:20hrs, taking the bus at the heights of K.F.C. on Mt. Hermon, arriving in Santa Cruz at around 2:35hrs at the METRO station of the same city; when I was disembarking from the rear door of the bus. I stepped out to get down. But I couldn't put my foot down correctly on the sidewalk. Which is why I stepped on the edge. And when I tried to take another step I fell. Putting all the weight of my body on my ankle which is why my ankle immediately became swollen. It was like my ankle folded. But the driver of bus #35 saw that I fell but he didn't do anything to help me. I think that the bus was slanted when it parked and that's why I couldn't step down correctly when I tried to get off the bus because the back part of the bus was too far away from the curb.



Claimant Name: Mario Arevalo

CLAIM FOR DAMAGES

The name or names of the METRO employee or employees causing the injury, damage, or loss, if known:

If the claim totals less than \$10,000, the amount claimed as of the date of the presentation of the claim: \$500.00

If the amount exceeds \$10,000, this claim would be: Less than \$25,000 (Limited Civil Case) More than \$25,000

Claimant: Signature on Original Claim Form
Signature/Print Name

Date: 11/08/10

Attorney or Representative: _____
Signature/Print Name

Date: _____



Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060

Reclamación por Daños y Perjuicios
(En cumplimiento del Código de Gobierno Sección 911.2)

Reclamo # _____
(Para ser completado por el personal de METRO)

Por Favor En Letra de Imprenta o a Máquina:

Nombre y Dirección / Caja Postal del Reclamante:

Nombre Legal del Reclamante: Mario Arevalo

Apellido Legal del Reclamante: Arevalo

Dirección a donde enviar notificaciones: _____

Teléfono (Casa): _____

Teléfono (Trabajo/Celular): _____

Sección 111 de la Ley de Ampliación de Medicare, Medicaid y SCHIP de 2007 (MMSEA), una nueva ley federal que entró en efecto el 1 de enero 2009, exige que el Santa Cruz Metropolitan Transit District relate información específica acerca de los beneficiarios de Medicare que tienen cobertura de seguro. Esta información es para ayudar a los Centros para Servicios de Medicare y Medicaid y otros planes de seguros para coordinar adecuadamente los pagos de los beneficios entre los planes a fin de que (sus) reclamos se paguen con prontitud y correctamente. Nosotros pedimos que responda las siguientes preguntas para que podamos cumplir con esta ley.

¿Esta usted actualmente o ha estado alguna vez, inscrito en Medicare Parte A o B? Si o No

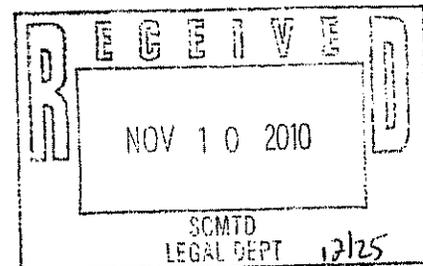
Si su respuesta es SI, por favor complete el siguiente formulario:

Número de Reclamo de Medicare: _____

Fecha de Nacimiento: _____

Número de Seguro Social: _____

Género: H o M





Nombre del Reclamante: Mario Arevalo

Reclamación por Daños y Perjuicios

La fecha, lugar, y otras circunstancias de la ocurrencia o transacción de donde proviene el reclamo:

Fecha del Incidente/Accidente: 10/13/10

Hora del Incidente/Accidente: 2:35 AM PM

Sitio del Incidente/Accidente

Calle/Ciudad: En la estación del metro

Una descripción general de deudas, obligaciones, lesiones, danos, o pérdidas, si se sabe al tiempo de la presentación del reclamo. Por favor indique cuáles son los hechos que rodearon la pérdida y use papel adicional si es necesario.

El día 13 de octubre cuando venia de ScottsValley a eso de las 2:20 hrs. tomando el autobus a la altura de K.F.C. de la calle mount Hermon. llegando a santa cruz. a eso de las 2:35. hrs a la estación del metro de la misma ciudad; cuando yo estaba bajando por la parte de la puerta de atras del autobus. di el paso para poder bajar. pero no logre a poner bien mi pie. en la banqueta. por lo que me cai. poniendo toda la carga de mi cuerpo en mi tobillo por lo que inmediatamente se me inflamo mi tobillo. fue como un doblon de tobillo. pero el chofer de autobus # 35 vio que me cai pero no hizo nada por auxiliarme. yo pienso que el bus quedo como atravezado a la hora de estacionarse por eso no logre a dar correctamente. el paso a la hora que me estaba bajando del bus. porque la parte de atras, estaba muy alejada de la banqueta.



Nombre del Reclamante: Mario Arevalo

Reclamación por Daños y Perjuicios

El nombre o nombres de empleados del METRO que causaron lesiones, danos, o pérdidas, si se sabe:

Si el reclamo total es menos de \$10,000, la cantidad reclamada a partir de la fecha de la presentación del reclamo: \$ 500.00

Si la cantidad es en exceso de \$10,000, este reclamo sería: Menos de \$25,000 (Caso Civil Limitado) Más de \$25,000

Reclamante: 
Firma / Nombre en imprenta

Fecha: 11/08/10

Abogado o Representante: _____
Firma / Nombre en imprenta

Fecha: _____

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Nguyen, Bao
Date of Incident: 11/16/10

Received: 12/02/10 Claim #: 10-0037
Occurrence Report No.: PC 11-10-02

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: 12/06/10

I, Tony Tapiz, 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 December 17, 2010.

By _____
Tony Tapiz
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)



Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060

CLAIM FOR DAMAGES

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

Claim # 10-0037
(To be completed by METRO staff)

Please Print or Type:

The name and post office address of the claimant:

Claimant's Legal First Name: Bao

Claimant's Legal Last Name: Nguyen

Address to which notices are to be sent: c/o David A. Fulton, Esq.
340 Soquel Avenue, Suite 215
Santa Cruz, CA 95062

Telephone (Home): _____

Telephone (Business/Cell): (831) 457-1700

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that the Santa Cruz Metropolitan Transit District report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist Centers for Medicare and Medicaid Services and other insurance plans to properly coordinate payment of benefits among plans so that (your) claims are paid promptly and correctly. We are asking you to answer the following questions so that we may comply with this law.

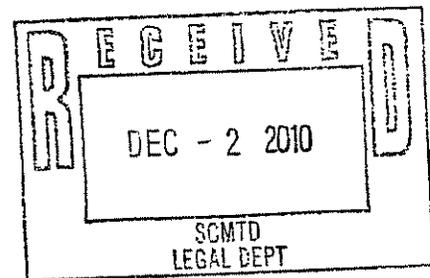
Are you presently, or have you ever been, enrolled in Medicare Part A or B? Yes or No

IF YES, please provide the following information:

Medicare Claim Number: _____

Date of Birth: _____

Social Security Number: _____





Gender: M or F

Claimant Name: Bao Nguyen

CLAIM FOR DAMAGES

The date, place and other circumstances of the occurrence or transaction that gave rise to the claim asserted:

Date of Incident/Accident: November 16, 2010

Time of Incident/Accident: Approx. 5:00 AM PM

Location of Incident/Accident

Street/City: Northbound Highway 1, between
Park and Bay Avenue, Santa Cruz, County

A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the at the time of presentation of the claim. Please state the known facts surrounding the loss and use additional paper if needed.

Mr. Nguyen was a Metro Paracruz passenger at the time of the subject automobile accident. Due to the severe impact of the accident, Mr. Nguyen suffered a lumbar vertebrae fracture.



Claimant Name: Bao Nguyen

CLAIM FOR DAMAGES

The name or names of the METRO employee or employees causing the injury, damage, or loss, if known:

[Redacted area]

If the claim totals less than \$10,000, the amount claimed as of the date of the presentation of the claim: _____

If the amount exceeds \$10,000, this claim would be: Less than \$25,000 (Limited Civil Case) More than \$25,000

Claimant: Bao Nguyen Date: 11-26-10
Signature/Print Name Bao Nguyen

Attorney or Representative: David A. Fulton Date: November 29, 2010
Signature/Print Name David A. Fulton



AGENDA
DECEMBER 15, 2010 - 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 2011 MAC MEETING SCHEDULE**
5. **CONSIDERATION OF APPROVAL OF MINUTES OF OCTOBER 20, 2010**
6. **ACCEPT AND FILE RIDERSHIP REPORTS FOR AUGUST AND SEPTEMBER 2010**
7. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORTS FOR AUGUST AND SEPTEMBER 2010**
8. **LEGISLATIVE AND GRANTS REPORT**
9. **DISCUSSION ON NEW FAREBOXES**
10. **DISCUSSION ON POSSIBLE WAYS TO PROMOTE RIDERSHIP**
11. **DISCUSSION OF FALL 2010 SERVICE REDUCTIONS**
12. **BUS STOP ISSUES (ONGOING AGENDA ITEM)**
13. **DISTRIBUTION OF MAC VOUCHERS**
14. **COMMUNICATIONS TO METRO GENERAL MANAGER**
15. **COMMUNICATIONS TO METRO BOARD OF DIRECTORS**
16. **ITEMS FOR NEXT MEETING AGENDA**
17. **ADJOURNMENT**

NEXT MEETING: WEDNESDAY, JANUARY 15, 2010, AT 6:00 PM
PACIFIC STATION CONFERENCE ROOM

6-4.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010
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: ParaCruz Performance Charts display trends in rider-ship and mileage spanning a period of three years.
- Attachment G: 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

In October 2010 ParaCruz rides decreased very slightly by 37 rides from September 2010. The number of rides barely rose by 9 rides from October 2009. The last two months statistics show a stationary point in the number of rides on ParaCruz.

Call Center statistics reflect that we experienced problems with the phone system attributed to wiring issues that have been identified. Corrective measures are underway that will alleviate the issue and improve the system's performance.

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

- Attachment A:** ParaCruz On-time Performance Chart
- Attachment B:** Comparative Operating Statistics Table
- Attachment C:** Number of Rides Comparison Chart and Shared vs. Total Rides Chart
- Attachment D:** Mileage Comparison Chart and Year to Date Mileage Chart
- Attachment E:** Eligibility Chart

Attachment A

Board of Directors
Board Meeting December 17, 2010

ParaCruz On-time Performance Report		
	Oct 2009	Oct 2010
Total pick ups	8766	8471
Percent in “ready window”	93.67%	95.15%
1 to 5 minutes late	2.67%	1.76%
6 to 10 minutes late	1.71%	.91%
11 to 15 minutes late	.85%	.53%
16 to 20 minutes late	.57%	.28%
21 to 25 minutes late	.19%	.18%
26 to 30 minutes late	.21%	.12%
31 to 35 minutes late	.05%	.06%
36 to 40 minutes late	.05%	.00%
41 or more minutes late (excessively late/missed trips)	.07%	.01%
Total beyond “ready window”	6.33%	3.85%

During the month of October 2010, ParaCruz received two (8) Customer Service Reports. Two (2) of the reports were valid complaints. Three (3) of the reports were unverifiable. One (1) report was not valid, and two (2) of the reports were compliments.

Attachment B

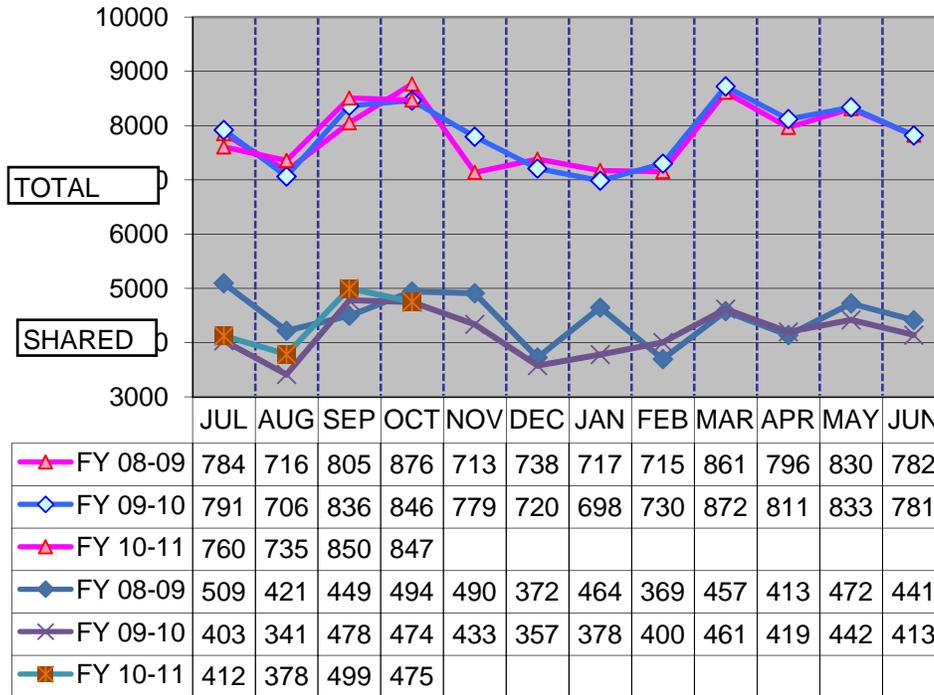
Board of Directors
Board Meeting December 17, 2010

Comparative Operating Statistics This Fiscal Year, Last Fiscal Year through October 2010.

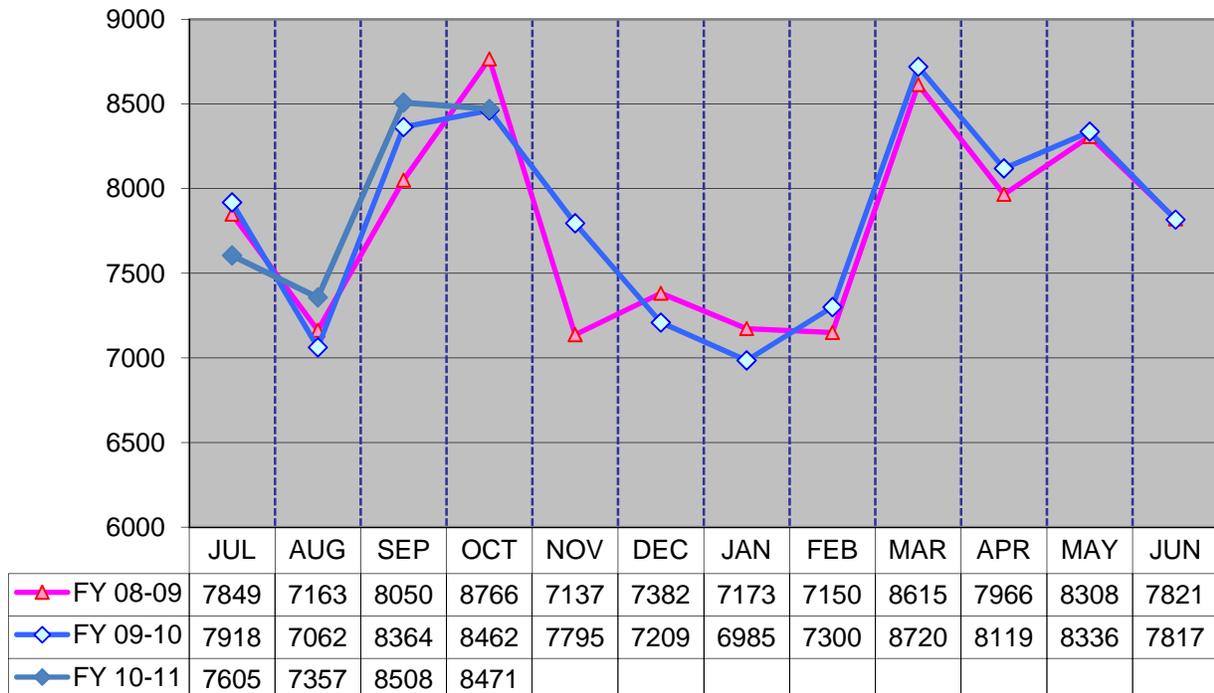
	Oct 09	Oct 10	Fiscal 09-10	Fiscal 10-11	Performance Averages	Performance Goals
Requested	9198	8844	33,867	33,149	8420	
Performed	8462	8471	31,803	31,938	7852	
Cancel	17.84%	16.80%	17.46%	16.60%	18.28%	
No Shows	3.21%	1.67%	2.99%	2.15%	2.84%	Less than 3%
Total miles	55,276	53,758	207,232	207,828	50,457	
Av trip miles	4.99	4.71	5.15	4.95	5.06	
Within ready window	95.95%	95.15%	95.71%	96.30%	95.48%	92.00% or better
Excessively late/missed trips	4	1	6	9	2.25	Zero (0)
Call center volume	N/A	6137	N/A	23,106	N/A	
Call average seconds to answer	N/A	57 secs	N/A	1 min 54 secs	N/A	Less than 2 minutes
Hold times less than 2 minutes	N/A	95.01%	N/A	94.42%	N/A	Greater than 90%
Distinct riders	802	829	1,243	1307	815	
Most frequent rider	49 rides	67 rides	185 rides	245 rides	56 rides	
Shared rides	64.8%	66.2%	62.6%	64.2%	63.7%	Greater than 60%
Passengers per rev hour	2.15	2.3	2.12	2.25	2.23	Greater than 1.6 passengers/hour
Rides by supplemental providers	14.94%	8.21%	11.94%	8.79%	11.5%	No more than 25%
Vendor cost per ride	\$21.60	\$20.56	\$22.82	\$21.75	\$23.07	
ParaCruz driver cost per ride (estimated)	\$24.34	\$22.20	\$23.67	\$26.06	\$24.79	
Rides < 10 miles	69.88%	70.09%	69.13%	69.25%	69.84%	
Rides > 10	30.12%	29.91%	30.87%	30.75	30.16%	

Attachment C

TOTAL RIDES vs. SHARED RIDES

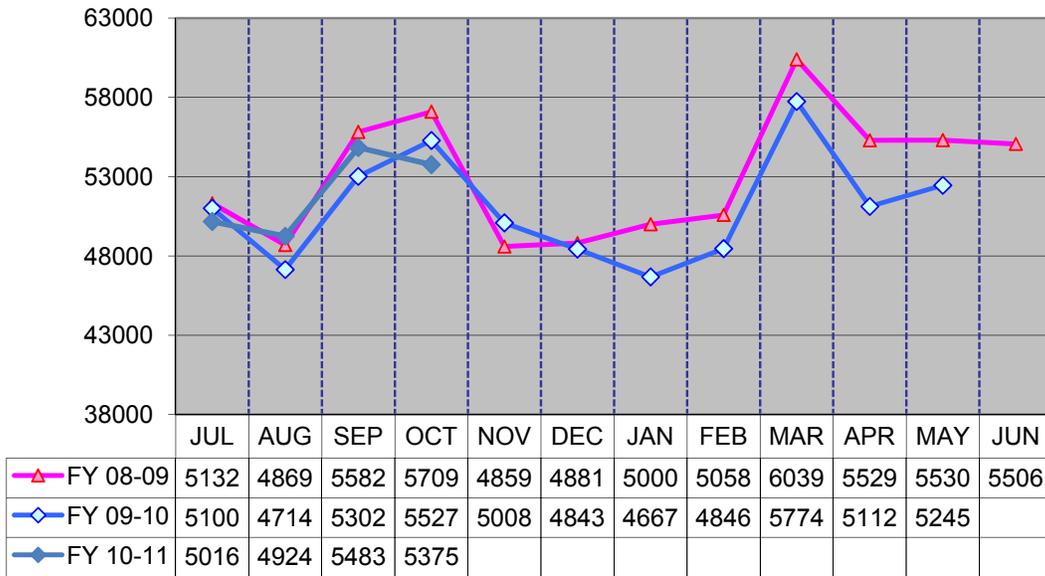


NUMBER OF RIDES COMPARISON CHART

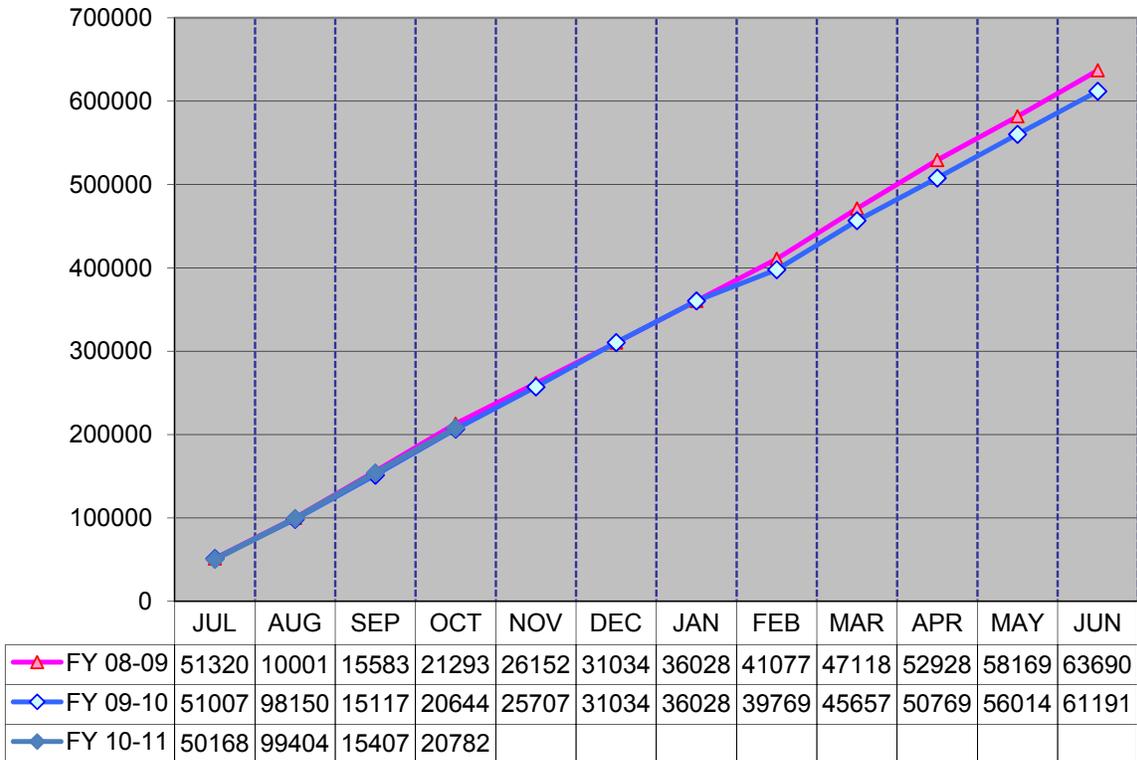


Attachment D

MILEAGE COMPARISON



YEAR TO DATE MILEAGE COMPARISON CHART



Attachment E

Board of Directors
Board Meeting December 17, 2010

MONTHLY ASSESSMENTS						
	UNRESTRICTED	RESTRICTED	RESTRICTED	TEMPORARY	DENIED	TOTAL
		CONDITIONAL	TRIP BY TRIP			
OCTOBER 2009	28	8	8	5	0	49
NOVEMBER 2009	32	6	1	4	0	43
DECEMBER 2009	30	3	2	2	0	37
JANUARY 2010	35	1	6	4	0	46
FEBRUARY 2010	42	1	4	1	0	48
MARCH 2010	48	3	3	2	0	56
APRIL 2010	29	2	7	5	0	43
MAY 2010	44	6	3	3	0	56
JUNE 2010	49	9	3	0	0	49
JULY 2010	33	4	7	1	0	45
AUGUST 2010	31	1	9	4	0	45
SEPTEMBER 2010	55	4	9	1	1	70
OCTOBER 2010	58	1	10	2	0	71

NUMBER OF ELIGIBLE RIDERS	
YEAR	ACTIVE
2005	5336
2006	5315
2007	4820
2008	4895
2009	5291

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager
SUBJECT: SANTA CRUZ METRO SYSTEM RIDERSHIP AND PERFORMANCE REPORT FOR OCTOBER 2010

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Total ridership for the month of October 2010 was 627,853, which is an decrease of 21,461 riders or -3.3% versus October 2009.
- Routes in October 2010 with notable increases in comparison to October 2009 are: Route 69N-Santa Cruz/Capitola Cabrillo Night, Route 69W-Santa Cruz/Capitola/Cabrillo Watsonville., and Route 16- University via Laurel East.
- Routes in October 2010 with notable decreases in comparison to October 2009 are: Route 74-Ohlone Parkway/Rolling Hills, Route 54-Capitola/Rio Del Mar, and Route 42-Davenport/Bonny Doon.
- There were 13.70 hours of dropped service amounting to 143.89 miles of dropped service in October 2010.
- Fourteen (14) buses reported issues with lifts while in service.

III. DISCUSSION

In the twenty-one (21) weekdays, ten (10) weekend days of October 2010, Santa Cruz METRO's total ridership was 627,853 riders. This was a loss from the previous year, decreasing by 21,461 riders or -3.3%. A full month of operating a lower service levels as a result of the September 2010 service reduction has most likely caused the overall decrease in ridership. Currently, FY11 YTD ridership is 1,737,259, which is down 1.1% from FY10.

Routes 69N, 69W, and 16 all show consistent growth from the previous October, gaining at least a 5.0% ridership increase from October 2009. Route 69N serves Cabrillo College at night which has been well utilized by Cabrillo students. Strong ridership on Route 69W shows a continuous demand for service to and from Capitola Mall and Cabrillo College as well as service to South County. Route 16 is the most ridden route in the entire county, serving mostly UCSC students seven days a week; this route has increase from high demand for transit service on the weekends at UCSC.

Other Routes with significant ridership increases from October 2009 to October 2010 include: Supplemental Route 20, Route 71, Route 19, and Route 20. Much of these increases is due to demand from UCSC and Cabrillo College because the month of October has the highest class attendance record of any month of the school year.

Routes 74, 54, and 42 have seen steady decreases and have contributed to poor ridership. Each of these under performing routes has their unique issues. Route 74-Ohlone Parkway/Rolling Hills, a local Watsonville route, has been underutilized from high school and younger students. Route 54-Capitola/Aptos/Le Selva has also lost ridership due to reduced frequency from the September service reduction. Finally, Route 42-Davenport/Bonny Doon has under performing ridership from long cycle times and reduced frequency from the September service reduction.

Other Routes with significant ridership decreases include: Highway 17, Route 56, UC Night Owl, and Route 68. Santa Cruz METRO staff will be monitoring these routes to see if these drops in ridership are an ongoing trend.

There were 13.70 hours of dropped service amounting to 143.89 miles of dropped service due to a lack of available bus operators, mechanical problems, and other issues. During service, fourteen (14) buses reported issues with the passenger lifts.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes is reflected in the FY11 Revenue.

V. ATTACHMENTS

- Attachment A: October 2010 Ridership Report**
- Attachment B: October 2009 Ridership Report**
- Attachment C: FYTD % Change in Ridership**
- Attachment D: Route by Route Ridership**
- Attachment E: Dropped Service for FY11**
- Attachment F: In Service Passenger Lift Problems**

Prepared by: Erich Friedrich, Jr. Transportation Planner.
Date Prepared: December 7, 2010

Attachment A

Attachment A

Santa Cruz METRO
October 2010 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	5,419.38	454.08	33,838	1,781	109	967	53	81	6	10	908	11	37,764	6.97	83.17	35	1,149
13	2,308.32	197.40	15,880	457	53	298	24	28	2	2	423	1	17,168	7.44	86.97	2	385
15	7,946.75	667.10	54,017	1,538	197	1,068	31	66	11	9	1,166	6	58,109	7.31	87.11	29	1,692
16	15,623.46	1,268.49	120,076	2,941	537	3,790	120	176	25	15	3,057	22	130,759	8.37	103.08	63	3,359
19	5,924.01	447.28	33,448	1,010	329	1,048	44	100	13	10	1,116	5	37,123	6.27	83.00	16	865
3	2,262.96	189.00	358	138	131	530	55	139	10	24	1,476	109	2,970	1.31	15.71	34	87
4	1,645.46	171.15	131	30	148	460	171	253	19	26	3,254	17	4,509	2.74	26.35	28	86
8	105.25	9.09	9	0	0	15	7	2	1	1	97	1	133	1.26	14.63	0	6
12A	276.44	19.95	1,143	97	5	14	10	0	2	0	28	0	1,299	4.70	65.11	1	56
20	6,333.48	421.93	25,172	1,049	252	1,192	86	198	21	16	2,031	223	30,240	4.77	71.67	21	878
30	1,192.76	69.99	28	19	26	330	46	13	8	0	462	1	933	0.78	13.33	0	46
33	498.60	23.00	0	0	1	157	0	2	2	5	257	0	424	0.85	18.43	1	1
34	279.20	17.66	0	0	1	65	2	1	0	0	164	0	233	0.83	13.19	0	0
35	39,222.55	1,970.33	972	375	1,906	13,012	808	1,181	270	175	23,384	26	42,109	1.07	21.37	85	2,029
40	3,027.25	120.04	102	17	58	624	15	72	39	8	1,078	6	2,019	0.67	16.82	1	51
41	3,103.38	128.83	294	72	70	719	21	45	18	4	884	0	2,127	0.69	16.51	1	180
42	1,539.55	56.32	190	7	8	262	9	32	1	0	203	6	718	0.47	12.75	3	46
54	1,203.60	55.29	1	2	79	113	1	22	5	2	165	0	390	0.32	7.05	1	27
55	2,832.06	192.51	35	16	1,311	754	90	170	15	24	2,273	1	4,689	1.66	24.36	116	145
56	876.12	38.49	2	3	190	124	12	20	3	14	217	0	585	0.67	15.20	4	20
66	6,752.15	577.92	1,890	387	804	4,902	486	700	69	56	7,986	29	17,309	2.56	29.95	270	677
68	5,321.24	428.36	1,660	260	488	2,570	182	314	51	29	4,295	5	9,854	1.85	23.00	89	331
69	3,152.62	288.60	1,403	277	434	2,716	182	364	34	28	4,316	28	9,782	3.10	33.89	106	488
69A	14,829.13	797.67	2,043	526	997	9,665	738	1,388	129	122	10,624	18	26,250	1.77	32.91	295	1,048
69N	1,570.88	126.00	1,020	138	364	738	30	88	0	0	1,303	1	3,682	2.34	29.22	35	219
69W	14,788.53	822.43	2,273	523	5,050	10,436	807	1,221	136	125	13,216	19	33,806	2.29	41.11	284	1,336
71	50,360.46	2,878.99	3,933	1,075	13,470	30,217	2,485	3,778	363	272	33,253	73	88,919	1.77	30.89	425	4,112
72	5,523.08	267.06	5	9	372	2,005	79	403	19	42	1,898	0	4,832	0.87	18.09	33	87
74	3,356.97	195.99	4	11	139	1,559	80	278	6	20	1,097	0	3,194	0.95	16.30	8	29
75	6,088.39	383.84	24	21	310	3,704	216	774	53	89	3,137	0	8,328	1.37	21.70	40	204
79	1,647.72	96.24	12	1	177	722	68	189	26	67	1,149	0	2,411	1.46	25.05	115	23
91X	5,269.34	226.80	248	131	1,429	1,500	294	135	38	12	1,730	2	5,519	1.05	24.33	24	360
UC Supp.	1,980.92	122.29	12,191	461	11	118	1	1	0	0	113	2	12,898	6.51	105.47	0	289
Night Owl	1,260.97	74.41	5,084	34	15	288	3	4	0	0	61	0	5,489	4.35	73.77	1	92
TOTAL	223,523.00	13,804.53	317,486	13,406	29,471	96,682	7,256	12,238	1,395	1,207	126,821	612	606,574	2.71	43.94	2,166	20,403
ROUTE	17	48,445.64	1,536.59	3	60	3,099	1,264	1,297	12	15,355			21,279	0.44	13.85	73	1843
													RIDERSHIP	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike
													606,574	0.44	13.85	73	1843
													October Ridership				
													627,853				

Attachment B

Santa Cruz METRO October 2009 Ridership Report

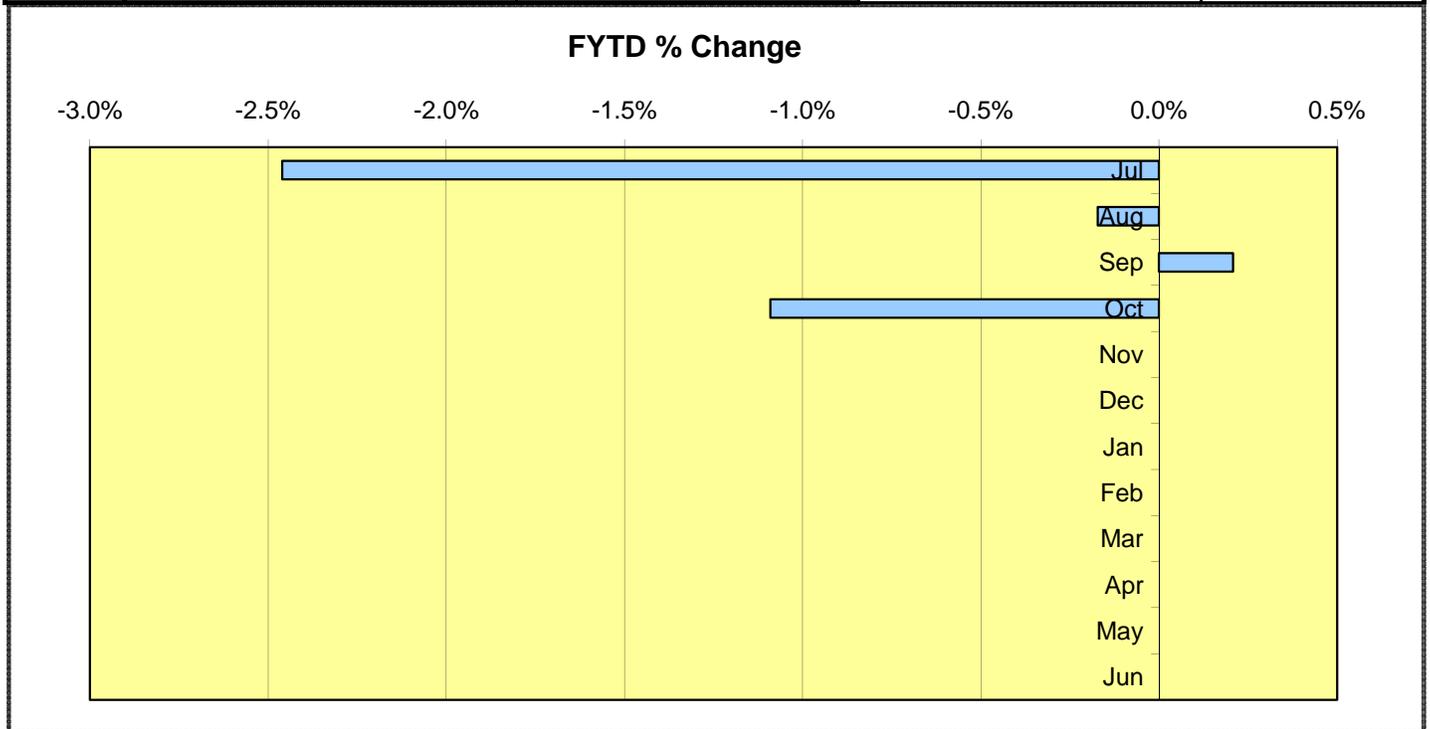
ROUTE	Miles	Hours	UC Student	UC Staff	Cabrillo	Full Fare	Tickets	S/D Fare	Day Pass	S/D Day Pass	Passes/Free Fare	Pacific Shores	Total Ridership	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike
10	5,549.44	465.25	35,426	1,427	235	1,045	47	80	12	7	896	2	39,174	7.06	84.20	26	1,126
13	2,418.24	206.80	16,239	628	80	276	30	15	1	2	404	0	17,674	7.31	85.46	0	461
15	8,320.02	698.65	54,245	1,858	285	1,137	36	90	10	6	1,081	8	58,754	7.06	84.10	12	1,632
16	17,085.91	1,393.03	113,633	3,292	717	3,560	114	220	35	17	2,915	14	124,515	7.29	89.38	30	3,434
19	6,511.95	476.61	32,228	1,015	238	982	45	96	10	8	1,053	3	35,676	5.48	74.85	6	945
3	2,499.64	181.13	498	106	358	709	49	143	23	26	1,387	94	3,391	1.36	18.72	8	82
4	1,566.61	161.33	273	80	174	413	218	221	12	35	3,322	3	4,750	3.03	29.44	25	88
7	1,146.20	102.67	97	18	104	60	21	55	3	19	526	1	903	0.79	8.80	2	7
9	477.00	25.30	26	2	14	92	7	2	0	0	270	1	433	0.91	17.12	2	9
12A	289.61	20.90	1,065	135	13	24	7	5	1	1	31	0	1,282	4.43	61.36	0	47
20	6,370.77	424.43	24,554	794	561	1,303	64	182	17	11	1,501	132	29,118	4.57	68.61	15	774
27x	1,546.16	132.00	6,464	224	21	108	10	2	3	0	178	1	7,009	4.53	53.10	0	312
31	2,379.61	125.40	71	32	182	551	32	22	6	0	862	0	1,759	0.74	14.02	7	91
32	786.32	46.57	21	11	31	212	7	7	2	1	310	0	600	0.76	12.89	0	30
33	523.53	24.15	0	0	11	116	4	9	0	0	285	0	423	0.81	17.53	0	3
34	293.16	18.54	1	0	0	86	5	0	0	0	185	0	277	0.94	14.94	0	1
35	40,087.17	2,007.96	1,688	377	2,688	12,992	709	1,313	275	158	22,216	4	42,420	1.06	21.13	79	1,932
40	2,541.72	103.22	27	13	34	885	28	43	16	7	775	1	1,830	0.72	17.73	4	83
41	3,202.34	133.00	609	115	189	623	18	35	16	3	712	26	2,346	0.73	17.64	0	223
42	3,502.27	129.92	507	33	126	499	10	61	5	2	481	8	1,731	0.49	13.33	0	172
53	1,224.96	86.53	4	5	48	175	5	46	4	15	377	0	678	0.55	7.83	25	17
54	1,820.13	102.27	6	13	132	241	6	52	4	3	455	0	911	0.50	8.91	11	35
55	2,966.92	201.67	25	21	1,882	714	40	127	14	23	1,760	0	4,605	1.55	22.84	89	72
56	2,316.38	102.30	2	5	563	305	6	31	8	3	715	0	1,638	0.71	16.02	27	35
66	6,765.71	583.66	1,903	304	1,153	4,932	339	719	93	66	8,535	9	18,052	2.67	30.93	267	614
68	5,205.66	425.80	1,910	249	682	2,610	177	354	92	53	5,134	11	11,270	2.17	26.47	129	272
68N	1,908.05	137.42	651	48	185	979	19	83	1	0	903	2	2,871	1.50	20.89	8	161
69	3,654.99	330.42	1,543	324	963	2,646	168	332	44	31	4,565	16	10,631	2.91	32.17	125	382
69A	15,069.66	810.88	1,692	409	1,460	9,126	786	1,440	121	104	10,283	12	25,431	1.69	31.36	267	949
69N	1,825.89	146.65	504	55	533	626	12	68	0	0	867	0	2,665	1.46	18.17	14	138
69W	14,673.12	818.60	1,988	429	6,523	8,989	690	1,058	120	78	11,172	16	31,063	2.12	37.95	235	1,212
70	3,165.91	260.33	307	96	4,536	1,483	140	199	30	21	2,705	14	9,531	3.01	36.61	59	354
71	50,822.87	2,906.72	3,559	1,059	17,471	27,425	2,164	3,167	243	216	28,834	52	84,187	1.66	28.96	497	3,609
72	5,786.09	279.77	7	23	358	1,927	73	319	25	25	1,540	0	4,295	0.74	15.35	24	99
74	3,538.68	207.17	7	12	212	1,756	107	226	10	13	1,068	0	3,411	0.96	16.46	12	29
75	6,818.76	410.75	27	45	489	4,230	219	585	86	45	2,659	0	8,383	1.23	20.41	72	165
76	1,892.23	99.75	7	13	47	428	26	84	11	12	369	0	997	0.53	9.99	8	21
79	1,726.19	100.83	4	6	208	663	75	136	23	42	743	0	1,889	1.09	18.74	117	19
88																	
91x	6,121.72	263.28	408	195	1,627	1,474	233	108	38	18	1,605	14	5,719	0.93	21.72	18	294
UC Supp.	2,082.46	128.55	9,870	501	18	66	3	5	2	0	35	1	10,501	5.04	81.68	2	208
Night Owl	2,061.15	150.71	6,603	20	32	319	2	5	0	0	128	0	7,109	3.45	47.17	0	151
TOTAL	248,545.19	15,430.92	318,699	14,015	45,180	96,770	6,744	11,741	1,414	1,064	123,835	445	619,904	2.49	40.17	2,220	20,282
ROUTE			VTA/SC Day Pass	CalTrain	ECO Pass	Full Fare	Tickets	S/D Riders	Day Pass	Passes/Free Rides			RIDERSHIP	Passengers Per Mile	Passengers Per Hour	Wheelchair	Bike
17	49,546.25	1,585.15	124	93	231	12,753	1,217	1,624	142	13,227			29,411	0.59	18.55	89	566

October Ridership **649,314**

Attachment C

FYTD % Change in Ridership Through October 2010

	FY11 YTD Ridership	FY10 YTD Ridership	Difference	% Change
Jul	327,283	335,537	-8,254	-2.5%
Aug	649,646	650,763	-1,117	-0.2%
Sep	1,109,406	1,107,101	2,305	0.2%
Oct	1,737,259	1,756,415	-19,156	-1.1%
Nov				
Dec				
Jan				
Feb				
Mar				
Apr				
May				
Jun				



Attachment D

Route by Route Ridership

October 2010

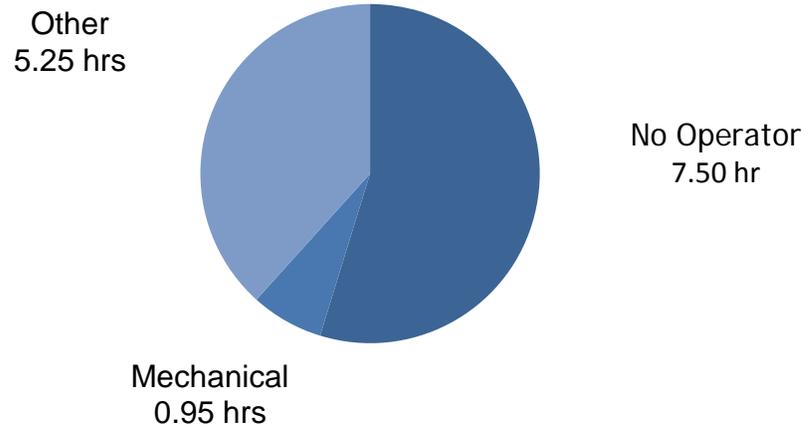
	Route	Destination	FY11 Riders	FY10 Riders	+/- from last year	%
1	69N	Santa Cruz/Capitola Cabrillo Night	3,682	2,665	1,017	38.2%
2	79	East Lake	2,411	1,889	522	27.6%
3	Sup	Route 20 Supplemental	12,898	10,501	2,397	22.8%
4	72	Corralitos	4,832	4,295	537	12.5%
5	40	Davenport	2,019	1,830	189	10.3%
6	69W	Santa Cruz/Capitola/Cabrillo Watsonville	33,806	31,063	2,743	8.8%
7	71	Watsonville/Santa Cruz	88,919	84,187	4,732	5.6%
8	16	University via Laurel East	130,759	124,515	6,244	5.0%
9	19	University via Lower Bay	37,123	35,676	1,447	4.1%
10	20	University via Westside	30,240	29,118	1,122	3.9%
11	69A	Santa Cruz/Capitola/ Watsonville	26,250	25,431	819	3.2%
12	55	Capitola/Rio Del Mar	4,689	4,605	84	1.8%
13	12	University/Eastside Direct	1,299	1,282	17	1.3%
14	33	Lompico	424	423	1	0.2%
15	75	Green Valley	8,328	8,383	-55	-0.7%
16	35	San Lorenzo Valley	42,109	42,420	-311	-0.7%
17	15	University via Laurel West	58,109	58,754	-645	-1.1%
18	13	University via Walnut	17,168	17,674	-506	-2.9%
19	91X	Santa Cruz-Watsonville Express	5,519	5,719	-200	-3.5%
20	10	University via High St.	37,764	39,174	-1,410	-3.6%
21	66	Live Oak via 17th Avenue	17,309	18,052	-743	-4.1%
22	4	Harvey West/Emeline	4,509	4,750	-241	-5.1%
23	74	Ohlone Parkway/Rolling Hills	3,194	3,411	-217	-6.4%
24	69	Santa Cruz/Capitola	9,782	10,631	-849	-8.0%
25	41	Bonny Doon	2,127	2,346	-219	-9.3%
26	3	Natural Bridges	2,970	3,391	-421	-12.4%
27	68	Live Oak via Broadway/Portola	9,854	11,270	-1,416	-12.6%
28	34	South Felton	233	277	-44	-15.9%
29	N/O	Night Owl	5,489	7,109	-1,620	-22.8%
30	17	Santa Cruz/San Jose	21,279	29,411	-8,132	-27.6%
31	54	Capitola/Aptos/La Selva	390	911	-521	-57.2%
32	42	Davenport/Bonny Doon	718	1,731	-1,013	-58.5%
33	56	Capitola/La Selva	585	1,638	-1,053	-64.3%
34	7 & 9	Beach St / Prospect Hights	N/A	1,336	N/A	N/A
35	8	Emeline	133	N/A	N/A	N/A
36	30	Santa Cruz/Scotts Valley	933	N/A	N/A	N/A
37	31 & 32	Santa Cruz/Scotts Valley	N/A	2,359	N/A	N/A
38	53	Capitola/Dominican	N/A	678	N/A	N/A
39	70	Santa Cruz/Cabrillo	N/A	9,531	N/A	N/A
40	76	Corralitos/Buena Vista	N/A	997	N/A	N/A
41	27x	University Express	N/A	7,009	N/A	N/A
42	68N	Beach/Broadway/Portola Night	N/A	2,871	N/A	N/A
TOTALS			627,853	649,314	-21,461	-3.3%

Attachment E

Dropped Service for FY11

	FY10		FY11		FY12		FY13	
	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles	Dropped Hours	Dropped Miles
July	10.35	208.64	12.00	207.15				
August	32.77	894.57	7.58	152.54				
September	17.30	240.17	4.38	87.02				
October	13.02	234.98	13.70	143.89				
November	14.75	180.63						
December	9.40	220.62						
January	11.10	196.58						
February	2.97	37.97						
March	50.77	569.32						
April	26.68	404.73						
May	32.08	427.68						
June	35.13	456.28						
TOTAL	256.32	4,072.17	37.67	590.60	0.00	0.00	0.00	0.00

Dropped Service Breakdown for October 2010



Attachment F

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF OCTOBER 2010

BUS #	DATE	DAY	REASON
9812 LFF 35	1-Oct	Friday	Sometimes kneel is going down all the way without stopping.
9826 LFF 40	1-Oct	Friday	Lift ramp does not deploy or stow.
9838 GIL 40	6-Oct	Wednesday	W/C ramp leaking fluid.
2234 D/C LF 40	6-Oct	Wednesday	Ramp trim screw getting loose causing trip hazard.
9828 LFF 40	6-Oct	Wednesday	Kneel beeps incessantly when used. Must raise to stop beeping.
9837 GIL 40	11-Oct	Monday	Lift won't kneel
9805 LFF 35	11-Oct	Monday	Lift not operating properly works on & off
2221 D/C LF 35	11-Oct	Monday	Ramp doors need screws tightened
9838 GIL 40	12-Oct	Tuesday	Lift doesn't deploy
2303 17 ORI 40	18-Oct	Monday	No lift and bus doesn't kneel
2303 17 ORI 40	22-Oct	Friday	No lift or kneel alarm.
2237 D/C LF 40	23-Oct	Saturday	The beeping of the kneeling doesn't work.
9831 GIL 40	27-Oct	Wednesday	Lift not able to rise into the platform.
2203 CNG LFF 40	29-Oct	Friday	Wheelchair lift will not stow flush with aisle.
9838 GIL 40	29-Oct	Friday	Wheelchair lift would not raise even when override switch is used.
9802 LFF 35	30-Oct	Saturday	No sound (beep!) when ramp is deployed and when bus is in "N" with no brake.
9822 LFF 40	30-Oct	Saturday	Kneel does not beep.
2812 C 40 LF 08	30-Oct	Saturday	Kneel handle switch loose.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager
SUBJECT: HIGHWAY 17 EXPRESS SERVICE REPORT FOR OCTOBER 2010

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Total ridership for the month of October 2010 was 21,270, which is an decrease of 8,141 riders or -27.7% from October 2009.
- FY11 average ridership per weekday was 776. This is an 18.6% decrease from FY10.
- FY11 riders per revenue hour were 13.23 riders per hour, which is a 19.5% decrease from FY10.
- October 2010 Highway 17 Express operating costs was \$149,655.95 with October 2010 fare revenue at \$88,354.50 and additional funds from AMTRAK and SJSU at \$13,295.08 resulting in a 67.9% cost recovery ratio.

III. DISCUSSION

In the twenty-one (21) weekdays, and ten (10) weekend days of October 2010, the Highway 17 Express total ridership was 21,270 riders. This was a loss from the previous year, decreasing by 8,141 riders or simply -27.7%. A proportion of this loss is due to an expected drop in ridership after a nearly 25% increase in Highway 17 Express fares which began June 10, 2010.

FY11 average weekday ridership on the Highway 17 Express was 776 riders per weekday, a 18.6% decrease from 953 riders per weekday in FY10. Simultaneously Highway 17 Express has seen an 19.5% decrease in riders per revenue hour from 16.44 riders per revenue hour to 13.23 riders per revenue hour. These decreases in ridership could be due to stable gasoline prices as well as continually high unemployment rates in both Santa Clara and Santa Cruz counties. However such drastic drops in ridership even with such variables as high unemployment, gas prices, and fare increases, is very peculiar. Santa Cruz METRO staff is also auditing these counts to ensure that ridership data is being counted accurately on the Highway 17 Express.

The operating cost of the Highway 17 Express for October 2010 was \$149,655.95. A respectable 67.9% of the operating costs were recovered from fare revenue of \$88,354.50 and additional funds from AMTRAK and SJSU of \$13,295.08 totaling to \$101,649.96 in October 2010. Please see attachments regarding these figures.

IV. FINANCIAL CONSIDERATIONS.

Revenue derived from passenger fares and passes is reflected in the FY11 Revenue.

V. ATTACHMENTS

Attachment A: Highway 17 Express Operating Statistics Summary Fiscal Year 2011

Attachment B: Highway 17 Express Revenue & Expenditure Summary Fiscal Year 2011

Attachment C: Highway 17 Express Operating Statistics Summary Fiscal Year 2010

Prepared by: Erich Friedrich, Jr. Transportation Planner.
Date Prepared: December 7, 2010

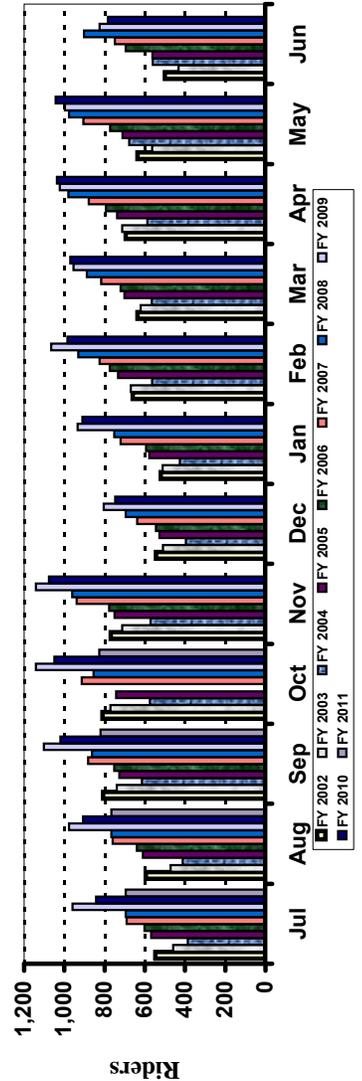
HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY
FISCAL YEAR 2011

MONTHLY	Jul-2010	Aug-2010	Sep-2010	Oct-2010	Nov-2010	Dec-2010	Jan-2011	Feb-2011	Mar-2011	Apr-2011	May-2011	Jun-2011
Total Ridership	19,549	20,724	20,734	21,270								
Avg. Weekday Ridership	695	767	820	827								
Avg. Saturday Ridership	473	386	391	365								
Avg. Sunday Ridership	477	461	390	415								
Total Service Days	31	31	30	31								
Number of Weekdays	22	22	21	21								
Number of Saturdays	5	4	4	5								
Number of Sundays	4	5	5	5								
Revenue Hours	1,584	1,584	1,515	1,538								

QUARTERLY	Q1	Q2	Q3	Q4
Total Ridership	61,007			
Avg. Weekday Ridership	760			
Avg. Saturday Ridership	421			
Avg. Sunday Ridership	440			
Revenue Hours	4,683			

FYTD	Jul-2010	Aug-2010	Sep-2010	Oct-2010	Nov-2010	Dec-2010	Jan-2011	Feb-2011	Mar-2011	Apr-2011	May-2011	Jun-2011
Total Ridership	19,549	40,273	61,007	82,277								
Avg. Weekday Ridership	695	731	760	776								
Avg. Saturday Ridership	473	434	421	405								
Avg. Sunday Ridership	477	468	440	434								
Revenue Hours	1,584	3,168	4,683	6,221								

HIGHWAY 17 EXPRESS
 Average Weekday Ridership History



FYTD COMPARISON
 2011 vs. 2010

	FY 2011	FY 2010	Percent Change
# of Weekdays	86	87	-1.1%
Total Ridership	82,277	103,276	-20.3%
Avg. Wkday Ridership	776	953	-18.6%
Avg Sat Ridership	405	557	-27.3%
Avg Sun Ridership	434	574	-24.4%
Revenue Hours	6,221	6,283	-1.0%
Riders Per Rev. Hour	13.23	16.44	-19.5%

Attachment B

HIGHWAY 17 EXPRESS REVENUE & EXPENDITURE SUMMARY FISCAL YEAR 2011

PERIOD	TOTAL COST *		REVENUE										RATIOS				VTA COST SUMMARY			JPA COST SUMMARY	
	TOTAL COST *	TOTAL COST *	PASSENGER FARE REVENUE					TOTAL 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	VTA Fare Revenue		SJSU** Funded	AMTRAK Funded											
Jul '10	\$154,210.95	\$46,217.65	\$17,737.00	\$10,170.00	\$950.00	\$75,074.65	\$10,354.58	\$10,354.58	\$85,429.23	19,549	\$3.84	\$7.89	55.4%	\$45,510.86	\$11,120.00	\$34,390.86	\$68,781.72	\$3.52			
Aug '10	\$154,228.17	\$46,941.18	\$15,382.00	\$10,848.00	\$1,090.00	\$74,261.18	\$534.28	\$10,357.46	\$85,152.92	20,724	\$3.58	\$7.44	55.2%	\$46,475.63	\$11,938.00	\$34,537.63	\$69,075.25	\$3.33			
Sep '10	\$147,522.42	\$43,077.89	\$18,474.50	\$17,176.00	\$1,075.00	\$79,803.39	\$2,822.96	\$10,371.00	\$92,997.35	20,734	\$3.85	\$7.12	63.0%	\$45,513.54	\$18,251.00	\$27,262.54	\$54,525.07	\$2.63			
Oct '10	\$149,655.95	\$50,337.50	\$19,105.00	\$17,967.00	\$945.00	\$88,354.50	\$2,778.08	\$10,517.38	\$101,649.96	21,270	\$4.15	\$7.04	67.9%	\$42,914.99	\$18,912.00	\$24,002.99	\$48,005.99	\$2.26			
FYTD 2011	\$605,617.49	\$186,574.22	\$70,696.50	\$56,161.00	\$4,060.00	\$317,493.72	\$6,135.32	\$41,600.42	\$365,229.46	82,277	\$3.86	\$7.36	60.3%	\$180,415.02	\$60,221.00	\$120,194.02	\$240,388.03	\$2.92			
FYTD 2010	\$601,505.01	\$231,576.44	\$65,411.00	\$52,380.00	\$3,812.00	\$353,179.44	\$4,887.20	\$41,530.74	\$399,597.38	103,276	\$3.42	\$5.82	66.4%	\$157,145.82	\$56,192.00	\$100,953.82	\$201,907.63	\$1.96			
Percent Change	0.7%	-19.4%	8.1%	7.2%	6.5%	-10.1%	25.5%	0.2%	-8.6%	-20.3%	12.8%	26.4%	-9.2%	14.8%	7.2%	19.1%	19.1%	49.4%			

FYTD 2010 Percent of Passenger Fare Revenues	56.8%	22.3%	17.7%	1.3%
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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

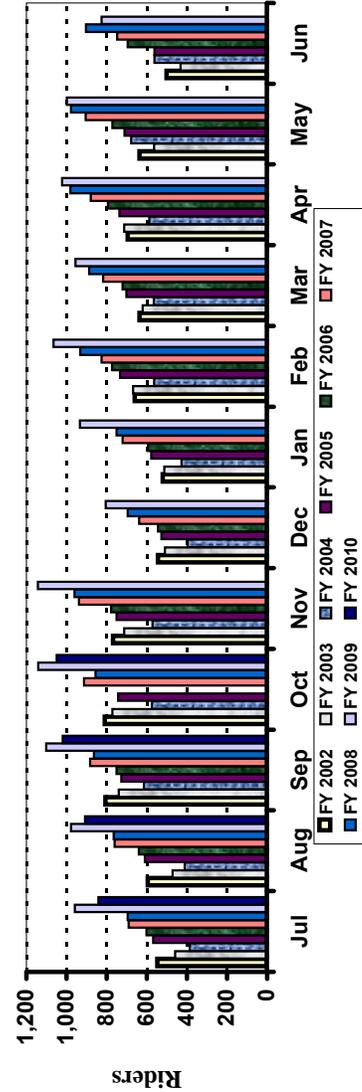
HIGHWAY 17 EXPRESS OPERATING STATISTICS SUMMARY
FISCAL YEAR 2010

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	29,411								
Avg. Weekday Ridership	842	908	1,020	1,049								
Avg. Saturday Ridership	533	510	522	652								
Avg. Sunday Ridership	519	502	535	767								
Total Service Days	31	31	30	31								
Number of Weekdays	23	21	21	22								
Number of Saturdays	4	5	4	5								
Numbers of Sundays	4	5	5	4								
Revenue Hours	1,618	1,552	1,523	1,590								

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	103,276								
Avg. Weekday Ridership	842	873	921	953								
Avg. Saturday Ridership	533	520	521	557								
Avg. Sunday Ridership	519	510	519	574								
Revenue Hours	1,618	3,170	4,694	6,283								

HIGHWAY 17 EXPRESS
 Average Weekday Ridership History



FYTD COMPARISON
 2010 vs. 2009

	FY 2010	FY 2009	Percent Change
# of Weekdays	87	87	0.0%
Total Ridership	103,276	111,465	-7.3%
Avg. Wkday Ridership	953	1,046	-8.9%
Avg Sat Ridership	557	570	-2.2%
Avg Sun Ridership	574	567	1.3%
Revenue Hours	6,283	6,037	4.1%
Riders Per Rev. Hour	16.44	18.46	-11.0%

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010
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 OCTOBER 2010**

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- There were twenty-one (21) school-term service days in October 2010 and twenty-two (22) in October 2009.
- Revenue received from UCSC was \$419,997.63 versus \$417,247.09 an increase of 0.7%.
- System-wide UCSC ridership increased by 4.9% FYTD.
 - Total student ridership increased by 5.0% FYTD.
 - Total Faculty/Staff ridership increased by 3.1% FYTD.
 - Average Student ridership per school day decreased by 2.8%.
 - Average Faculty/Staff ridership per weekday decreased by 2.1%

III. DISCUSSION

For the month of October 2010, there were twenty-one (21) school-term service days.

UCSC Revenue in October 2010 increased a total of \$2,750.54 or 0.7% over October 2009 due to increases in UCSC ridership. UCSC ridership for all Santa Cruz METRO service in October 2010 was positive compared to October 2009, with a increase of 4.9% FYTD. Monthly comparisons included a 2.8% decrease in Average Student ridership per weekday and a 2.1% decrease in Average Faculty/ Staff ridership per weekday in October 2010 from October 2009. These variations in ridership are from higher use of transit service to and from the university on weekends, the deletion of the Route 27X, along with high transfer student enrollment figures for the 2010-2011 school year.

Please see attached charts and graphs that will depict average UCSC Student and Faculty/Staff ridership decreasing by 2.8% and 2.1% respectively.

IV. FINANCIAL CONSIDERATIONS.

Total revenue received as of October 2010 is positive \$50,466.93 or 7.11% FYTD over October 2009 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, Jr. Transportation Planner.

Date Prepared: December 7, 2010

Attachment B

Total UCSC Monthly Revenue

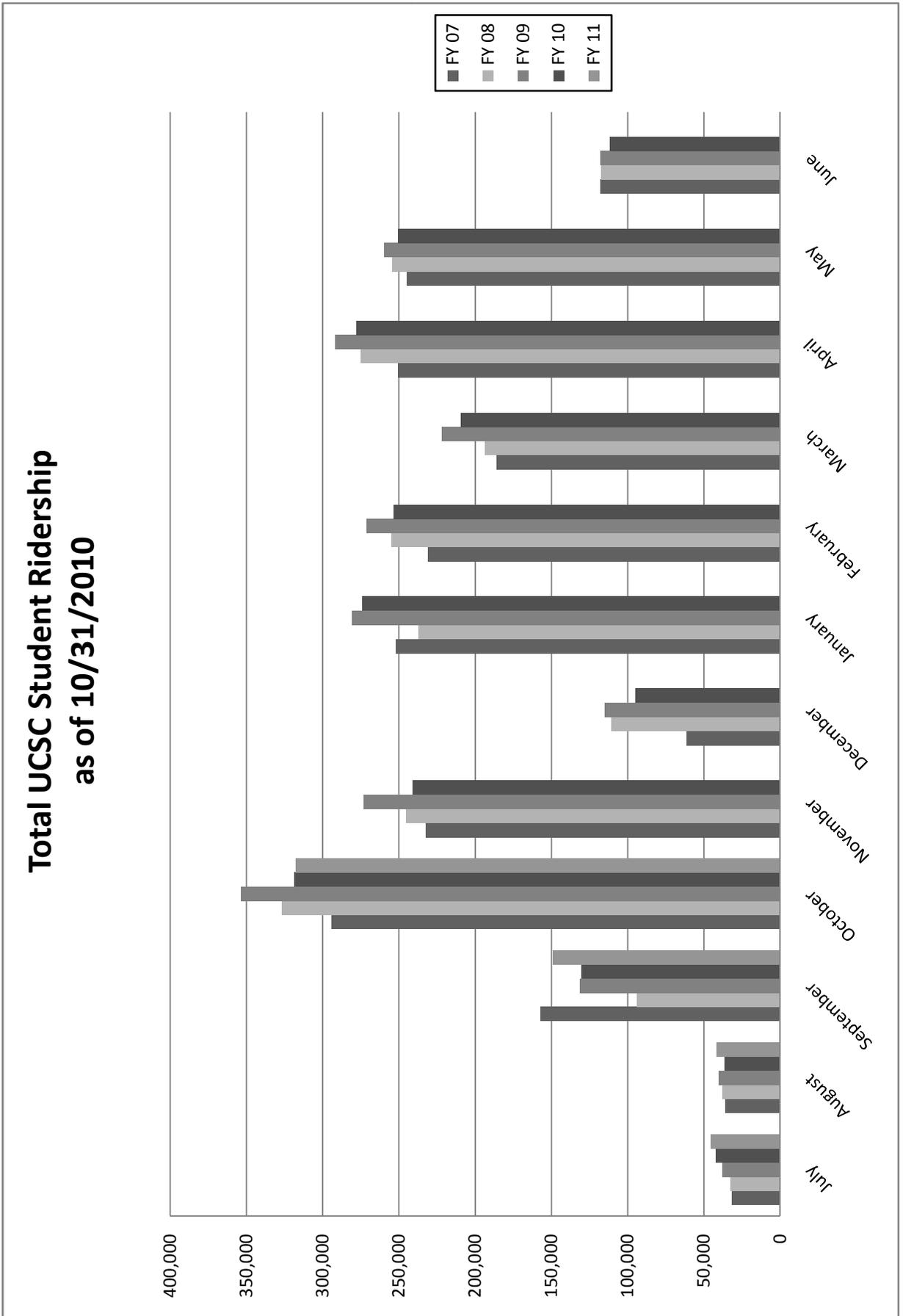
FY 10 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-09	\$48,734.00	\$13,306.66				\$62,040.66	\$ 64,874.83	-4.4%	-\$2,834.17
Aug-09	\$41,885.71	\$13,429.30				\$55,315.01	\$ 71,020.75	-22.1%	-\$15,705.74
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	\$385,944.49	\$16,972.17	\$10,275.05	\$0.00	\$4,055.38	\$417,247.09	\$ 450,795.38	-7.4%	-\$33,548.29
Nov-09	\$291,654.82	\$15,207.74	\$7,550.34	\$918.86	\$4,427.86	\$319,759.62	\$ 310,209.41	3.1%	\$9,550.21
Dec-09	\$115,072.85	\$11,307.11	\$3,421.37	\$1,091.96	\$1,985.66	\$132,878.95	\$ 151,680.37	-12.4%	-\$18,801.42
Jan-10	\$331,619.03	\$15,284.03	\$8,693.45	\$0.00	\$3,366.77	\$358,963.28	\$ 356,147.42	0.8%	\$2,815.86
Feb-10	\$302,031.88	\$15,521.39	\$9,450.70	\$0.00	\$3,594.24	\$330,598.21	\$ 348,030.15	-5.0%	-\$17,431.94
Mar-10	\$258,226.37	\$17,196.20	\$7,032.35	\$1,954.18	\$5,453.59	\$289,862.69	\$ 286,520.90	1.2%	\$3,341.79
Apr-10	\$335,640.76	\$17,968.82	\$11,416.52	\$924.71	\$4,228.34	\$370,179.15	\$ 374,495.45	-1.2%	-\$4,316.30
May-10	\$302,677.34	\$17,018.18	\$9,891.33	\$894.26	\$4,356.87	\$334,837.98	\$ 336,405.92	-0.5%	-\$1,567.94
Jun-10	\$135,200.88	\$15,521.39	\$2,945.43	\$1,493.05	\$3,033.66	\$158,194.41	\$ 160,072.95	-1.2%	-\$1,878.54
FY 2010 Total	\$2,702,081.82	\$184,489.31	\$73,436.67	\$7,929.56	\$36,910.41	\$3,004,847.77	\$3,088,622.65	-2.71%	-\$83,774.88
FY 11 UCSC Revenue									
Date	Regular Student Bill	Regular Staff Bill	Night Owl Bill	Supplemental Bill	27x	TOTAL	Last Year	% Change	\$ Change
Jul-10	\$55,331.80	\$14,766.93				\$70,098.73	\$ 62,040.66	13.0%	\$8,058.07
Aug-10	\$50,493.86	\$15,448.73				\$65,942.59	\$ 55,315.01	19.2%	\$10,627.58
Sep-10	\$183,733.09	\$16,468.14	\$3,800.23	\$0.00		\$204,001.46	\$ 174,970.72	16.6%	\$29,030.74
Oct-10	\$391,142.75	\$16,516.19	\$11,720.34	\$618.35		\$419,997.63	\$ 417,247.09	0.7%	\$2,750.54
Nov-10						\$0.00			
Dec-10						\$0.00			
Jan-11						\$0.00			
Feb-11						\$0.00			
Mar-11						\$0.00			
Apr-11						\$0.00			
May-11						\$0.00			
Jun-11						\$0.00			
FY 2010 Total	\$680,701.50	\$63,199.99	\$15,520.57	\$618.35	\$0.00	\$760,040.41	\$709,573.48	7.11%	\$50,466.93

Attachment C

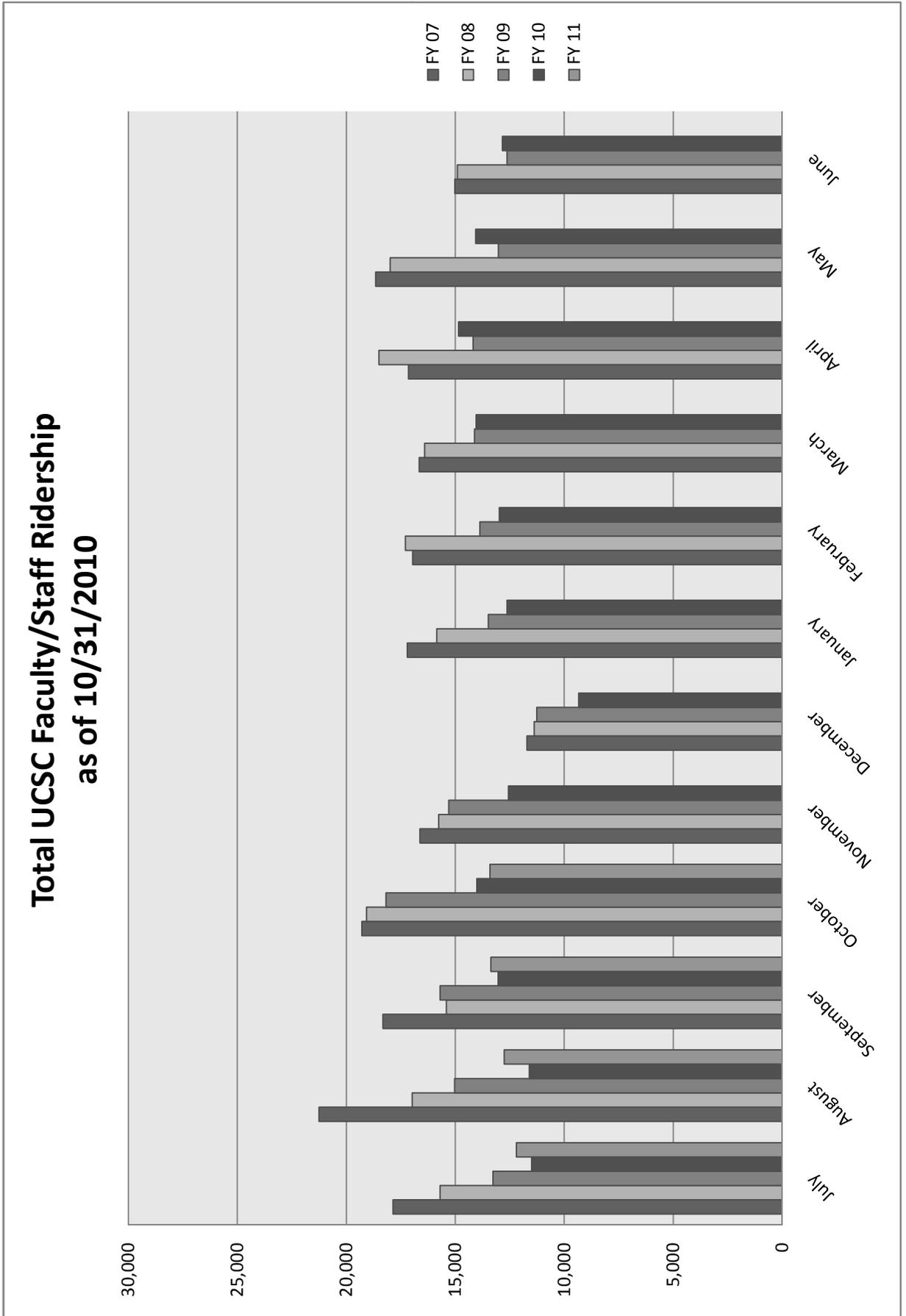
Monthly UCSC Ridership

Oct 2010	Student Ridership			Faculty/ Staff Ridership			Average Student Ridership Per School Day			Average Faculty/Staff Ridership Per Weekday		
	FY 11	FY 10	%	FY 11	FY 10	%	FY 11	FY 10	%	FY 11	FY 10	%
Regular Service	300,211	295,762	1.5%	12,911	13,270	-2.7%	11,947.6	12,099.4	-1.3%	614.8	603.2	1.9%
Supplemental	12,191	9,870	23.5%	461	501	-8.0%	580.5	448.6	29.4%	22.0	22.8	-3.6%
Night Owl	5,084	6,603	-23.0%	34	20	70.0%	242.1	300.1	-19.3%	1.6	0.9	78.1%
27x	0	6,464	-100.0%	0	224	-100.0%	0.0	293.8	-100.0%	0.0	24.9	-100.0%
TOTAL	317,486	318,699	-0.4%	13,406	14,015	-4.3%	12,770.2	13,141.9	-2.8%	638.4	651.8	-2.1%

Attachment D



Attachment E



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

November 19, 2010

A regular meeting of the Santa Cruz Metropolitan Transit District Board of Directors was held on Friday, November 19, 2010 at the Watsonville City Council Chambers, located at 275 Main Street in Watsonville, California.

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

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Dene Bustichi
Donald Hagen
Michelle Hinkle
John Leopold
Ellen Pirie
Antonio Rivas
Lynn Robinson
Mike Rotkin
Marcela Tavantzis

DIRECTORS ABSENT

Ron Graves
Mark Stone
Ex-Officio Donna Blitzer

STAFF PRESENT

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

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

John Daugherty, SEA
Manny Martinez, PSA
Bonnie Morr, UTU

Will Regan, VMU
Amy Weiss, Spanish Interpreter

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

Written:

None.

Oral:

None.

3. **LABOR ORGANIZATION COMMUNICATIONS**

Bonnie Morr, UTU, said she was concerned that the methods used by METRO's Workers Comp Administrators were leading employees to consider legal action. Ms. Morr said it eventually becomes a cost issue. Ms. Morr said that the Administrators were not very knowledgeable in transit issues, and she hoped that some of the rough spots could be worked through so that less attorneys are involved. Ms. Morr requested that the Board discuss item #5-16.

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

None.

CONSENT AGENDA

5-1. **ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF AUGUST 2010**

5-2. **ACCEPT AND FILE MONTHLY BUDGET STATUS REPORTS FOR AUGUST 2010 AND APPROVAL OF BUDGET TRANSFERS**

5-3. **CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM OF MARY SIERRA, #10-0034**

5-4. **ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF SEPTEMBER 2010**

5-5. **ACCEPT AND FILE RIDERSHIP AND PERFORMANCE REPORT FOR SEPTEMBER 2010**

5-6. **ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR SEPTEMBER 2010**

5-7. **ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ MONTHLY SERVICE REPORT FOR SEPTEMBER 2010**

5-8. **ACCEPT AND FILE MAC AGENDA FOR NOVEMBER 17, 2010, AND MINUTES OF SEPTEMBER 15, 2010 MEETING**

- 5-9. APPROVE REGULAR BOARD MEETING MINUTES OF OCTOBER 22, 2010 AND SPECIAL BOARD MEETINGS MINUTES OF OCTOBER 22 AND 29, 2010
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE SEPTEMBER 2010 MEETING(S)
- 5-11. ACCEPT AND FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR NOVEMBER 2010
- 5-12. ACCEPT AND FILE STATUS REPORT OF FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ALLIANT INSURANCE SERVICES, INC. FOR LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE, AND FOR LONG TERM DISABILITY INSURANCE
Director Hagen thanked the staff for the cost savings to be realized.
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ALLIANT INSURANCE SERVICES, INC. FOR EMPLOYEE DENTAL INSURANCE COVERAGE
- 5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH GFI GENFARE FOR AN AUTOMATIC FARE COLLECTION SYSTEM FOR AN AMOUNT NOT TO EXCEED \$2,341,645 AND FOR A MILESTONE SCHEDULE TO PROCESS PROGRESS PAYMENTS
- 5-16. CONSIDERATION OF MODIFICATION TO SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S BYLAWS TO REFLECT METRO BOARD'S DECISION NOT TO HOLD A REGULAR MEETING DURING THE MONTH OF JULY
- 5-17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE EMPLOYER BUS PASS AGREEMENTS WITH THE FOLLOWING ENTITIES: SEASIDE CO, DOMINICAN HOSPITAL, AND COUNTY OF SANTA CRUZ
- 5-18. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH CLUTCH COURIERS FOR DAILY INTER-OFFICE MAIL DELIVERY, U.S. MAIL PICK-UP AND DELIVERY, AND AGENDA PACKET DELIVERY

**5-19. RECEIVE INFORMATION ON ALLOCATION OF ADDITIONAL FY11
TRANSPORTATION DEVELOPMENT ACT FUNDS TO SANTA CRUZ METRO.**

Item #5-16 was moved to the Regular Agenda as item 14.1

ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR ROTKIN

Approve the Consent Agenda as amended.

Motion passed unanimously with Directors Graves and Stone being absent.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

The following employees were acknowledged for their years of service.

Ten Years: Leticia Callejas, Bus Operator; Juan Hernandez, Vehicle Service Worker II;
John Otto, Bus Operator; Bill Yeo, Bus Operator

Twenty-five Years: Serena Tovar, Bus Operator; Peter Milburn, Bus Operator

Thirty Years: Roland Owens, Vehicle Service Technician

**7. PUBLIC HEARING: CONSIDERATION OF ADOPTING THE AMENDMENTS TO SANTA
CRUZ METRO'S FARE ORDINANCE TO REPLACE "MONTHLY PASS" WITH "31
CONSECUTIVE DAY PASS"**

Summary:

Angela Aitken said that the Board held a first reading of amending the fare ordinance for replacing Monthly Passes with 31 Day Passes. Ms. Aitken said that Santa Cruz METRO is installing an updated Fare Revenue Collection System that has the ability to issue "period pass" magnetic cards that enable riders to use them as transit passes over a predetermined set period of time. Ms. Aitken said that replacing the current Monthly Passes with a 31 Day Pass will allow the public to purchase a pass at any time and employ that pass for 31 consecutive days from when it is first used on a fixed route bus. Director Hagen pointed out that this would greatly improve the loading time on fixed route buses. Leslie White said that the word consecutive needed to be inserted at various places in the staff report attachments.

CHAIR PIRIE OPENED THE PUBLIC HEARING AT 9:40 A.M.

CHAIR PIRIE CLOSED THE PUBLIC HEARING AT 9:41 A.M.

No members of the public addressed the Board.

ACTION: MOTION: DIRECTOR HAGEN SECOND: DIRECTOR ROTKIN

Approve the amendments to Santa Cruz Metro’s Fare Ordinance to replace “Monthly Pass” with “31 Consecutive Day Pass”

Motion passed unanimously with Directors Graves and Stone being absent.

8. CONSIDERATION OF TERM EXPIRATIONS AND VACANCIES ON THE METRO ADVISORY COMMITTEE

Summary:

Les White reported that there are two MAC appointments that expire at the end of December, 2010. Mr. White recommended that the Board re-appoint the two members.

ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR HAGEN

Reappoint Mara Murphy and Dave Williams to the Metro Advisory Committee (MAC) for terms of office ending December 31, 2012

Motion passed unanimously with Directors Graves and Stone being absent.

9. CONSIDERATION OF APPROVAL OF 2011 FEDERAL LEGISLATIVE ADVOCACY PROGRAM

Summary:

Les White detailed the Federal Legislative Advocacy Program for 2011. Mr. White said that the Alternative Fuel Tax Credit must be passed in order for METRO to receive about \$500,000. Mr. White said that the passage of SB3412 would bring \$2.5 billion in needed funds for transit agencies nationwide. Mr. White said it was questionable if the new Congress would be supportive. Mr. White said a new multi-year Authorization Bill was needed. Mr. White recommended that METRO must advocate for the retention of the existing Census Urbanized Zone Areas in Santa Cruz, Watsonville, and Salinas.

Discussion:

Director Leopold said that he had no hope in Congress, and noted that the transportation infrastructure was in trouble. Chair Pirie asked if it would be helpful for local municipalities provided letters of support. Director Rivas asked who travels to Washington D.C. for the Legislative Conference.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR LEOPOLD

Adopt the proposed METRO 2011 Federal Legislative Advocacy Program.

Motion passed unanimously with Directors Graves and Stone being absent.

10. CONSIDERATION OF APPROVAL OF 2011 STATE LEGISLATIVE ADVOCACY PROGRAM

Summary:

Les White said that the state program was different than the federal program, but no less challenging. Mr. White said METRO needs to continue advocating for stable funding from the state. Mr. White said that METRO received \$31 million less from the state over the last four years, and the economy has not rebounded. Mr. White said looking for additional sources of funding was a top priority. Mr. White outlined the State Legislative Advocacy Program for 2011.

Discussion:

Director Leopold asked for an explanation of the repercussions of Proposition 26. Les White said that Prop. 26 would be a boon to litigators, and he explained the conflict that might arise. Mr. White said that because a two-thirds majority did not approve the Gas Tax Swap, the measure may be invalidated, resulting in less funds for METRO. Director Leopold asked for clarification of the idea to use school funds.

ACTION: MOTION: DIRECTOR LEOPOLD SECOND: DIRECTOR HAGEN

Adopt the proposed METRO 2011 State Legislative Advocacy Program and direct staff to prepare letters addressed to local jurisdictions requesting their support of METRO's goals.

Motion passed unanimously with Directors Graves and Stone being absent.

11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO SIGN A CONTRACT RENEWAL FOR PRINTING OF HEADWAYS WITH FRICKE-PARKS PRESS, INC.

Summary:

Mary Ferrick said that a new contract was needed for the printing of Headways.

Discussion:

Director Rivas asked why there were no local printers. Director Tavantzis asked if there were plans to replace the Spanish flag as a representation of the Spanish language. Director Rotkin said it was not reasonable to change it since it is an internationally recognized symbol for Spanish language.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HAGEN

Authorize the General Manager to sign a contract renewal for the printing of Headways with Fricke-Parks Press, Inc.

Motion passed unanimously with Directors Graves and Stone being absent.

12. **CONSIDERATION OF COMMENTS ON THE CITY OF SANTA CRUZ'S DRAFT CLIMATE ACTION PLAN**

Discussion:

Director Rotkin said City of Santa Cruz staff do not understand the fiscal capabilities of METRO. Les White said that the goals are positive, but METRO's finances are a barrier.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR LEOPOLD

Accept and file comments on the City of Santa Cruz's Draft Climate Action Plan.

Motion passed unanimously with Directors Graves and Stone being absent.

13. **ACCEPT AND FILE METRO STAFF RESPONSE TO THE U.S. DEPARTMENT OF COMMERCE CENSUS BUREAU GEOGRAPHY DIVISION'S PROPOSED URBAN AREA CRITERIA**

Summary:

Les White spoke about the repercussions of the proposed changes to the US Census Urbanized Zone Areas. Tove Beatty detailed the US Census proposals.

Discussion:

Director Rotkin said that it would be helpful to solicit letters of support from the municipalities and agencies in Santa Cruz County and the region. Director Tavantzis said that she was concerned about the effects of the proposals on city agencies and non-profits.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR BUSTICHI

Accept and file Santa Cruz METRO's comments on the U.S. Department of Commerce Census Bureau Geography Division's Proposed Urban Area Criteria and direct staff to draft and solicit a letter of support from the municipalities and agencies in Santa Cruz County and the region.

Motion passed unanimously with Directors Graves and Stone being absent.

14. **ORAL ANNOUNCEMENT:** THE NEXT REGULARLY SCHEDULED BOARD MEETING WILL BE HELD FRIDAY, JANUARY 14, 2011 AT 9:30 A.M. AT THE SANTA CRUZ METRO ADMINISTRATIVE OFFICES LOCATED AT 110 VERNON STREET, IN SANTA CRUZ.

14.1 CONSIDERATION OF MODIFICATION TO SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S BYLAWS TO REFLECT METRO BOARD'S DECISION NOT TO HOLD A REGULAR MEETING DURING THE MONTH OF JULY

Discussion:

Bonnie Morr said she was concerned about changing the bylaws to change the monthly meeting schedule. Ms. Morr said it would be a disservice to the community.

ACTION: MOTION: DIRECTOR BUSTICHI SECOND: DIRECTOR RIVAS

Approve modifications to Santa Cruz Metropolitan Transit District's Bylaws to reflect the Metro Board's decision not to hold a regular meeting during the month of July and include language that mentions the ability to call special meetings.

Motion passed unanimously with Directors Graves and Stone being absent.

15. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Margaret Gallagher, District Counsel, said that the Board of Directors would have a conference with its Legal Counsel regarding the existing litigation of the Claim of PG&E v. Santa Cruz METRO, and that the claim of Nesly Pacheco v. Santa Cruz METRO has been pulled from the agenda, and that there would not be a conference with its Real Property Negotiators for 425 Front Street, Santa Cruz, CA.

16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

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

SECTION III: RECONVENE TO OPEN SESSION

17. REPORT OF CLOSED SESSION

Margaret Gallagher stated that there was no reportable action taken in Closed Session.

ADJOURN

There being no further business, Chair Pirie adjourned the meeting at 11:08 a.m.

Respectfully submitted,

ANTHONY TAPIZ
Administrative Services Coordinator

DRAFT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010
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 November 4, 2010 Regular SCCRTC Meeting

Prepared by: Tony Tapiz, Administrative Services Coordinator.

Date Prepared: December 8, 2010

Attachment A



Santa Cruz County Regional Transportation Commission

MINUTES

Thursday
November 4, 2010
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 9:05 am.

Members present:

Donald Hagen (Alt)	John Leopold
Gustavo Gonzalez (Alt)	Kirby Nicol
Neal Coonerty	Robin Musitelli (Alt)
Ron Graves	Antonio Rivas
Randy Johnson	Mark Stone
Don Lane	Marcela Tavantzis
Rich Krumholz (ex officio)	

Staff present:

George Dondero	Luis Mendez
Gini Pineda	Yesenia Parra
Cory Caletti	Daniel Nikuna
Tegan Speiser	

2. Oral communications - None

3. Additions or deletions to consent and regular agendas

Executive Director George Dondero said that there was a handout for Item 19.

CONSENT AGENDA (Stone/Nicol)

Commissioner Alternate Gonzalez abstained on Items 4 and 5.

Commissioner Tavantzis voted "no" on Item 12.

MINUTES

4. Approved draft minutes of the October 7, 2010 regular SCCRTC meeting
5. Approved draft minutes of the October 14, 2010 special SCCRTC meeting
6. Accepted draft minutes of the October 12, 2010 Elderly & Disabled Transportation Advisory Committee meeting
7. Accepted draft minutes of the October 14, 2010 Budget & Administration / Personnel Committee meeting
8. Accepted draft minutes of the October 18, 2010 Bicycle Committee meeting

POLICY ITEMS

No consent items

PROJECTS and PLANNING ITEMS

9. Approved 511 Traveler Information System plan – release Request for Proposals
10. Approved Highway 1 HOV Lane federal fund extension (Resolution 12-11)

BUDGET AND EXPENDITURES ITEMS

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

ADMINISTRATION ITEMS

12. Accepted GASB 45 actuarial report and approved funding method

INFORMATION/OTHER ITEMS

13. Accepted monthly meeting schedule
14. Accepted correspondence log
15. Accepted letters from SCCRTC committees and staff to other agencies
 - a. Letter from the Regional Transportation Commission to the California Coastal Commission regarding support for the Arana Gulch Master Plan
 - b. Letter from the Elderly and Disabled Transportation Advisory Committee to the RTC regarding accessible passenger trains on future RTC owned right-of-way
 - c. Letter from the Bicycle Committee to the City of Santa Cruz Public Works regarding the Mission Street Extension bicycle-pedestrian path revision

16. Accepted miscellaneous written comments from the public on SCCRTC projects and transportation issues - None
17. Accepted information items
 - a. Letter from SDRMA regarding no reported Workers' Compensation claims for the RTC in 2009-10

REGULAR AGENDA

18. Commissioner reports - none
19. Director's report

Executive Director George Dondero reported that the RTC, which acts as the Service Authority for Freeway Emergencies (SAFE), released a request for proposals last month for a tow service contract for the Freeway Service Patrol program. The current contract expires in July 2011. He said that a new contract for call answering center service was executed between the RTC and CDSNet, LLC for 2.5 years of call answering service for Santa Cruz County call boxes which are owned and operated by the RTC.

Mr. Dondero said that Rideshare Week's Grand Prize winner is Bill Eppler of Community Bridges.

Mr. Dondero reported on the STARS Technical Advisory Committee meeting held October 28, saying that the committee recently completed a review of the first 12 credits under development including an application manual. The STARS Pilot Project Manual for application of the twelve credits will be released early next year. He also said that the California Transportation Commission did not consider the funding for the Rail Line Acquisition project at their November meeting but it has been agendaized for the January meeting. Mr. Dondero summarized results of the November 2nd election regarding statewide ballot measures that could affect transportation.

20. Appoint nominating committee for RTC Chair and Vice-chair

Commissioner Rivas arrived.

Commission Chair Johnson asked for Commissioner volunteers to serve as the nominating committee for the 2011 Chair and Vice-chair.

Commissioner Nicol moved and Commissioner Alternate Hagen seconded to appoint Commissioners Pire, Leopold, Bustichi and Rivas to the nominating committee. The motion passed unanimously.

21. Caltrans report and consider action items

Rich Krumholz, Caltrans District 5, said that he was glad to see progress on the Highway 17 project landscape installation.

He referred to his written reply regarding work hours at the Salinas Rd/Highway 1 improvement project, reiterating that modifying the contract terms would result in delays and added expense. He emphasized that there are no lane closures during peak commute times for this phase of the project.

Mr. Krumholz said that the new state budget will allow about 73 projects to move forward and vendors to be paid. He added that the state cut Caltrans' budget by about 6% which will include cuts for Project Study Reports and oversight duties. He said that furloughs on specific Fridays of the month are no longer required; however, Caltrans employees must continue to take furlough days and will schedule them as they can be accommodated.

22. FY 10-11 Transportation Development Act (TDA) Article 8 allocation claim from the City of Santa Cruz for bicycle and pedestrian improvement projects

Senior Planner Cory Caletti gave the staff report saying that the City of Santa Cruz presented a TDA claim as prescribed by the RTC Rules and Regulations.

Commissioner Leopold moved and Commission Alternate Musitelli seconded to approve the Bicycle Committee, the Elderly & Disabled Transportation Advisory Committee and staff recommendations that the Regional Transportation Commission approve a resolution for the following:

- 1) An Article 8 allocation claim from the City of Santa Cruz for FY 10/11 Transportation Development Act for \$111,000 for the following projects:
 - a. Bikeway Striping and Minor Improvements (\$10,000);
 - b. Bicycle Parking Program (\$1,000);
 - c. Laurel Street Pedestrian Crossing (\$50,000); and
 - d. Mission Street Extension Bike-Pedestrian Path Revision (\$50,000)
- 2) The return of \$29,370 previously allocated for the Shared Roadway Markings project to the City's unallocated balance; and
- 3) Release of the City of Santa Cruz from an agreement to maintain the TDA funded Soquel/Front Garage Bicycle Cage project for 20 years.

A roll call vote was taken and the motion (Resolution 13-11) passed with Commissioners Coonerty, Gonzalez, Johnson, Lane, Leopold, Musitelli, Nicol, Rivas and Stone voting "aye".

Attachment A

23. Proposed amendments to the Fiscal Year (FY) 10-11 budget and work program

Deputy Director Luis Mendez said that the proposed budget is a balanced budget that implements the RTC's priority projects and on-going programs. He said that while it does not achieve the RTC's established goal for Transportation Development Act (TDA) reserve funds (8% of revenues) due to the continuing economic difficulties, it does maintain the established minimum TDA reserve fund (3% of revenues) in part due to competitive grants secured by the RTC. In addition, TDA recipients will return to FY 09-10 levels of funding. He described other changes in the budget including a fund to replace office equipment, money for a salary study, and funding for traffic counts which will be necessary in FY 10-11. The budget also provides for a ½ time staff person necessary to update the Regional Transportation Plan (RTP).

Commissioners discussed the reserve level and whether the progress on the rail line acquisition would allow staff to transfer their duties from the rail project to other projects.

It was noted that staff time would still be required for the rail project. In addition, projects funded by grants are time sensitive and grant funds could be lost if staff time is not allocated to fulfilling grant requirements.

Responding to questions from Commissioner Tavantzis, Mr. Mendez said that money saved in the previous fiscal year from voluntary time off without pay, furloughs, reduced travel and other cost cutting measures provided carry over funds to better manage this FY 10-11 budget.

Commissioner Leopold noted that the Budget and Administration/Personnel Committee had long discussions regarding the budget and moved to approve the Budget and Administration/Personnel Committee and staff recommendations that the Regional Transportation Commission adopt a resolution approving the proposed amended FY10-11 Budget and Work Program. Commissioner Stone seconded.

The motion passed (Resolution 14-11) with Commissioner Alternate Hagen and Commissioner Tavantzis voting "no".

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

a. No agenda items this month

25. Next Meetings

The meeting adjourned at 10:04 am.

The Transportation Policy Workshop meeting scheduled for Thursday, November 18, 2010 **has been cancelled.**

Attachment A

SCCRTC Minutes

November 4, 2010

6

The next SCCRTC meeting is scheduled for Thursday, December 2, 2010 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean St., Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

ATTENDEES

Chris Schneiter
Dan Herron

City of Santa Cruz Public Works
Caltrans

S:\RTC\TC2010\TC1110\110410minutes.docx

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager
SUBJECT: STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR DECEMBER 2010

I. RECOMMENDED ACTION

That the Board of Directors accept and file the status report on active grants and submitted grant proposals as of December 7, 2010.

II. SUMMARY OF ISSUES

- Santa Cruz METRO relies upon grant funding from other agencies for more than 25% of its FY11 operating revenue and over 95% of its FY11 capital funding.
- A list of Santa Cruz METRO's active grants (Attachment A) and a list of grant proposals for new funds (Attachment B) are provided monthly in order to apprise the Board of the status of grants funding.
- Santa Cruz METRO has active grant awards totaling \$37,658,537.
- This month, Santa Cruz County received a State Proposition 84 Challenge grant which will provide \$10,000 to Santa Cruz METRO for transit corridor studies within the project.
- Items in **bold** on Attachments A and B depict changes from last month's report.

III. DISCUSSION

Santa Cruz METRO relies upon grants from a number of other entities throughout the year for operating and capital funding assistance. Programs such as the Transportation Development Act (TDA) and the Federal Transit Administration (FTA) urbanized area program annually allocate funds by formula while others such as the Monterey Bay Unified Air Pollution Control District's AB2766 Motor Vehicle Emissions Reduction Program and the California Department of Transportation (Caltrans) discretionary planning grants are competitively awarded based on merit. Santa Cruz METRO relies on both formula and discretionary grant revenue to support its operating and capital budgets.

This staff report is to apprise the Board of Directors of active grants funding current projects and proposed grants for new projects and ongoing operating costs. Attachment A lists all of Santa Cruz METRO's active grants with the award amount, the remaining balance and the status of the

projects funded by the grant. Attachment B lists Santa Cruz METRO's open grant applications with a brief description, source and status of proposed funds.

IV. FINANCIAL CONSIDERATIONS

Active grant awards for operating and capital projects total \$37,658,537. Santa Cruz METRO will receive \$10,000 for its participation in a Proposition 84 Challenge grant awarded to Santa Cruz County.

V. ATTACHMENTS

Attachment A: Santa Cruz METRO Active Grants Status Report as of December 7, 2010

Attachment B: Santa Cruz METRO Grant Applications as of December 7, 2010

Attachment A

Santa Cruz METRO Active Grants Grant Applications as of December 7, 2010

#	Grant	Description	\$ Grant Awarded	\$ Grant Balance	Funding Source	Grant Status
1	Smartcard Farebox; ParaCruz Vans; IT Upgrades; Operating Assistance	Upgrade dispatch, scheduling and customer information software; purchase 27 replacement paratransit vans; purchase new fareboxes with magnetic card readers; operating assistance.	\$ 4,909,939	\$ 4,257,809	Federal Transit Administration (FTA) 5307 American Recovery and Reinvestment Act (ARRA) funds	Project funding from ARRA through FTA urbanized area formula program. Santa Cruz METRO awarded contracts for new scheduling software 9/11/09; for 22 paratransit raised-roof vans on 4/5/10; for 5 paratransit minivans on 6/1/10; and for new fareboxes on 6/15/10. \$475,000 used for FY10 and FY11 operating assistance.
2	Smartcard Farebox	Purchase new fareboxes with magnetic card readers.	\$ 267,464	\$ 267,464	California Department of Transportation (Caltrans 5311) ARRA funds	Project funding through Caltrans (FTA 5311) rural operating assistance program contributes to Smartcard farebox procurement. Santa Cruz METRO awarded contract to GFI for new fareboxes on 6/15/10.
3	UCSC Vans	Pass-through funding to UCSC for new paratransit vans	\$ 125,000	\$ 125,000	FTA 5307 ARRA funds passed from Santa Cruz METRO to UCSC	UCSC has taken delivery of vans but still waiting for some seat modifications and inspection services. May close out grant 12/31/10, or 3/31/11 at the latest.
4	Smartcard Farebox	Purchase new fareboxes with magnetic card readers.	\$ 475,000	\$ 475,000	FTA 5309 Bus and Bus Facilities Program	Funds from FY09 legislative earmark contribute to Smartcard Farebox project. Santa Cruz METRO awarded a contract to GFI Genfare on 6/15/10 for new fareboxes.
5	Bus Stop Improvements	Improve bus stops in Santa Cruz METRO service area	\$ 500,000	\$ 500,000	Caltrans from State Transportation Improvement Program (STIP)	Staff will give final presentation to groups for final input on 12/2/10. Will go to Board of Directors for review in December 2010 for CTC meeting in January 2011. There are 107 suggested repairs/improvements across all districts.
6	CT Transit Planning--Watsonville	18-month transit planning study of Watsonville service as subrecipient of MPO (AMBAG).	\$ 100,000	\$ 100,000	Caltrans (FTA 5304)	Grant has been awarded and kicked-off. Waiting for Caltrans final okay to begin, anticipated 12/1/10 for release of RFP.
7	FY11 AB2766	For second CNG storage tank at Bus Fueling and Service facility.	\$ 200,000	\$ 200,000	AB2766 Monterey Bay Unified Air Pollution Control District (Air District) AB 2766 Motor Vehicle Emissions Reduction Program	Santa Cruz METRO received contract 10/5/10; contingent on FTA 5308 one-time funding or PTMISEA (State funds) being received by January 2011 to complete project.
8	FY10 Discretionary Bus/Facilities Program	Proposal for 12 new CNG buses from FTA discretionary grant program.	\$ 4,830,600	\$ 4,830,600	FTA 5309 Bus & Bus Facilities/State of Good Repair Program	Received Notice of Award on 10/4/11.
9	Interns Grant	Give training experience in transit planning. Provide limited assistance to Santa Cruz METRO Planning staff	\$ 6,250	\$ 1,218	FTA 5304 through Association of Monterey Bay Area Governments (AMBAG)	Planning Intern started 6/21 for Summer 2010. \$ Grant Balance as of 9/22/10. Grant expires 6/30/11

Attachment A

Santa Cruz METRO Active Grants Grant Applications as of December 7, 2010

#	Grant	Description	\$ Grant Awarded	\$ Grant Balance	Funding Source	Grant Status
10	Dispatch, Surveillance, Radio	Replace dispatch console, install video surveillance and upgrade the fleet mobile radio system (LMR).	\$ 440,505	\$ 293,981	FY08 California Transit Security Grant Program (CTSGP) funds from California Emergency Management Agency (Cal EMA)	Dispatch console purchased. Ten video equipment proposals received 10/1/10. Radio equipment proposals received 10/14. Contract awards to be considered at 12/17 BOD mtg. \$ Grant Balance as of 9/30/10. Expires 3/31/11.
11	Comprehensive Security & Surveillance	Continue video surveillance and LMR upgrade.	\$ 440,505	\$ 440,505	FY09 CTSGP funds from Cal EMA	Ten video equipment proposals received 10/1/10. Radio equipment proposals received 10/14. Contract awards to be considered at 12/17 BOD mtg. \$ Grant Balance as of 9/30/10. Expires 3/31/12.
12	Comprehensive Security & Surveillance	Continue video surveillance, LMR upgrade and install emergency generator.	\$ 440,505	\$ -	FY10 CTSGP funds from Cal EMA	
13	FY11 Operating Assistance	FY11 Transportation Development Act (TDA) revenue for public transit operations.	\$ 5,001,737	\$ 3,784,377	State Controller's Office (SCO) through Santa Cruz County Regional Transportation Commission (SCRTC)	On 11/4, SCRTC made an additional allocation of \$27,259 in FY11 TDA funds. Grant funds are paid quarterly.
14	FY10 Operating Assistance	Operating Assistance	\$ 4,898,314	\$ 4,898,314	FTA 5307 urbanized area formula funds and Small Transit Intensive Cities (STIC) funds for Operating.	New grant executed 9/21/10. FY10 transit operations completed 6/30/10. Funds will be available for drawdown after the FY10 audit is completed.
15	FY10 Rural Operating Assistance	Operating assistance for public transit service in rural areas of Santa Cruz County.	\$ 156,618	\$ 156,618	Caltrans (FTA 5311)	Received fully executed contract from Caltrans on 11/11/10.
16	FY09 Operating/MetroBase const.	Operating Assistance and MetroBase construction funding.	\$ 4,753,504	\$ 1,108,062	FTA 5307 urbanized area formula funds and Small Transit Intensive Cities (STIC) funds for MetroBase construction.	FY09 transit operations were completed 6/30/09. MetroBase construction funds to be drawn down after State funds expended. No expiration.
17	MetroBase Development	MetroBase design, right-of-way and construction. As of 9/15/10, funding from multiple years is reported within this single project rather than separately.	\$ 6,884,929	\$ 754,913	FY08, 09 funds from Prop. 1B Public Transportation Modernization and Service Enhancement Account (PTMISEA) through Caltrans	FY08, FY09 PTMISEA funds are being spent on MetroBase development. FY10 \$2.491M from CA General Obligation bond sales 11/19 and 11/23 anticipated to be received by 1/31/11. The FY11 share to Santa Cruz METRO from the \$1.5B advance appropriation to PTMISEA has not been determined. \$ Grant balance as of 9/30/10.

Attachment A

Santa Cruz METRO Active Grants Grant Applications as of December 7, 2010

#	Grant	Description	\$ Grant Awarded	\$ Grant Balance	Funding Source	Grant Status
18	Pacific Station Land	Purchase land for Pacific Station (Metro Center) renovation.	\$ 884,000	\$ 565,631	California Department of Transportation (Caltrans) Traffic Congestion Relief Program.	Santa Cruz METRO anticipates executing amended purchase/sales agreement on 12/20/10 for 425 Front Street with Greyhound to pay all site decontamination and Metro Center renovation costs. \$ Grant Balance as of 9/30/10. Expires 6/30/13.
19	Pacific Station Land	Purchase Greyhound property for Pacific Station (Metro Center) renovation	\$ 1,457,667	\$ 1,457,667	FY05 FTA 5309 Bus and Bus Facilities program - legislative earmark.	Santa Cruz METRO anticipates executing amended purchase/sales agreement on 12/20/10 for 425 Front Street with Greyhound to pay all site decontamination and Metro Center renovation costs. \$ Grant Balance as of 9/30/10. No expiration.
20	Pacific Station Design Engineering	Contract architectural and engineering services for Pacific Station expansion and renovation	\$ 396,000	\$ 396,000	FY06 FTA 5309 Bus and Bus Facilities program - legislative earmark.	On hold pending Greyhound property decontamination and recovery of the real estate market. No expiration.
21	Pacific Station Design Engineering	Contract architectural and engineering services for Pacific Station expansion and renovation	\$ 490,000	\$ 490,000	FY08 FTA 5309 Bus and Bus Facilities program - legislative earmark.	On hold pending Greyhound property decontamination and recovery of the real estate market. No expiration.
Total			\$ 37,658,537	\$ 25,103,160		

Attachment B

**Santa Cruz METRO
Grant Applications as of December 7, 2010**

#	Application Date	Grant	Description	\$ Grant	Funding Source	Status of Award
1	August-10	Prop 84 Challenge Grants	Discretionary grant proposals for planning/zoning of unincorporated areas (Live Oak, Soquel Dr. corridor) w/ County of Santa Cruz; and sustainable growth communities grant w/ AMBAG. All need METRO as a partner.	\$ 10,000	Funding from Proposition 84 Planning Grants from the State of California Strategic Growth Council.	County received \$500K for Prop. 84 Sustainable Communities Planning Grant Program for a project entitled "The Santa Cruz County Sustainable Community and Transit Corridors Plan" on December 6, 2010.
Total				\$ 10,000		

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010
TO: Board of Directors
FROM: Angela Aitken, Finance Manager & Acting Assistant General Manager
SUBJECT: STATUS REPORTS OF PROPOSED FEDERAL AND STATE LEGISLATION AND CURRENT LEGISLATIVE ISSUES

I. RECOMMENDED ACTION

That the Board of Directors accept and file the status reports of proposed Federal and State legislation and current legislative issues through December 7, 2010.

II. SUMMARY OF ISSUES

- Status reports on Federal House of Representatives' and Senate's proposed legislation and related issues are provided monthly to inform the Board of the status of legislation of interest to Santa Cruz METRO.
- This month's Federal report reflects pertinent legislative activities which occurred November 8, 2010 – December 7, 2010. Congress entered a post-election lame-duck session on November 15, 2010 which is projected to last until December 24, 2010 to take on the issue of "Don't Ask, Don't Tell." Continuing Resolutions (CRs) will be needed to keep government funded until the 112th Congress is seated in January 2011.
- Status reports on the State Legislature's Assembly's and Senate's legislative issues are provided monthly to inform the Board of the status of State legislation of interest to Santa Cruz METRO.
- This month's State report includes an update on relevant legislative issues, but no legislative report as the State Assembly adjourned on December 6, 2010 until 2011.

III. DISCUSSION

Santa Cruz METRO staff monitors and responds to Federal and State pending legislation on an ongoing basis. The purpose of this report is to inform the Board of Directors of the current status of all pending legislation which may be of interest to or have an eventual impact on Santa Cruz METRO and/or the transit industry. The Federal and State Legislation Status Reports are updated monthly for this purpose.

Activities on Capitol Hill broke on October 1, 2010, prior to the mid-term elections, when a Continuing Resolution (CR), effective through December 3, 2010, passed in order to keep government running at current levels. Then, in a voice vote on the evening of December 2, the Senate passed a continuing spending resolution to keep the government in business through

December 18, 2010. The House approved the resolution on December 3. Like its predecessor, this new resolution basically keeps spending at 2010 levels. Since Congress is not likely to finish up work on a dozen fiscal 2011 appropriations bills in the week before Christmas, there will probably be at least one more CR to push weighty fiscal discussions such as long-term appropriations (or a surface transportation act) into the new year and the 112th Congress. The current extension of SAFETEA-LU is in place through December 31, 2010.

The President was touting a \$50-billion transportation infrastructure proposal on the campaign trail and the measure is still up for discussion, though it may change shape under the new leadership of John Mica (R-FL) on the House Transportation and Infrastructure Committee. Though Mica is a strong proponent of a healthy new long-term transportation act, he is likely to want financial offsets for any increase in spending, in addition to favoring more public-private partnerships and well-leveraged financing of transit capital projects. Whether or not the \$50-billion (or some other amount) is front-loaded into a new surface transportation act and/or is part of a separate competitive process remains to be seen.

At the time of this report, the lame-duck session was expected to extend through at least Christmas Eve—in particular to take on the repeal of “Don’t Ask, Don’t Tell.” Following this and the approval of any measures (CRs) needed to keep government running, Congress will adjourn until January 2011, when newly elected legislators are sworn in. Please see Attachments A and B for other relevant information regarding Federal legislative issues and activity. Changes appear in **bold**.

The California Assembly adjourned its Organizational Session on December 6, 2010, prior to the outgoing Governor’s announcement of \$6 billion in budget cuts to social service programs to take effect under new Governor-elect Jerry Brown. The new two-year legislative session begins in January 2011, during which time many of these proposed cuts are expected to be reduced or repealed. There is no Attachment D (State legislative activity), this month as the final status of the previous session’s legislation was given in October.

Santa Cruz METRO staff is still working with the California Transit Association’s (CTA) Legislative Committee to ascertain what the \$1.5 billion in approved transit capital accelerated appropriations (through the Public Transportation Improvement and Service Enhancement Account, or PTMISEA) means to our future capital plans. Staff met with CTA, the State Controller’s Office, Caltrans and the California Department of Finance in Sacramento on December 3, 2010. At that time, no solution was reached in regard to the method of accelerated PTMISEA appropriations. Another legislative fix may be needed if the parties cannot reach agreement regarding the intent of AB1072 (Eng), the Assembly bill governing the implementation of the PTMISEA accelerated appropriation made in the 2010 budget deal. We hope to have more details by our next report and to be able to move forward with capital plans related to the PTMISEA funding stream.

Please see Attachment C for information on relevant issues. Changes appear in **bold**.

IV. FINANCIAL CONSIDERATIONS

As most potential legislation carries a fiscal impact, staff will report on a monthly basis of newly implemented federal and/or State legislation which financially impacts Santa Cruz METRO.

The October 8, 2010 approved State budget appropriates approximately \$16 million in capital funding to Santa Cruz METRO through the PTMISEA program referenced above, but details on the schedule of these appropriations, which are based on bond sales (one was held on November 22, 2010), were not available at the time of this report.

V. ATTACHMENTS

Attachment A: Federal Legislative Issues and Status Report, December 7, 2010.

Attachment B: Federal House and Senate Bills Status Report, December 7, 2010.

Attachment C: State of California Legislative Issues and Status Report, December 7, 2010.

ATTACHMENT A

Federal Legislative Issues and Status Report December 7, 2010

Current Legislative Issues

Department of Commerce Proposed Designation of Urbanized Areas (UAs)

Update at 11/8/10: An August 24, 2010 Department of Commerce announcement in the *Federal Register* entitled “Proposed Urban Area Criteria for the 2010 Census: Notice of Proposed Criteria and Request for Public Comment” has named the Santa Cruz, Watsonville and Salinas areas of California (“Santalinasville”), as possibly being lumped together in single Urbanized Areas (UA) based on several computer models run on Census 2000 data and maps by the Geography Division of the Census Bureau.

Currently, Santa Cruz METRO is eligible to use FTA Section 5307 and 5340 (Small Transit Intensive Cities or STIC) funds (\$4.5-\$5 million/year) as operational funding instead of being limited to capital purposes. Changing into one UA eliminates Santa Cruz METRO’s and Monterey-Salinas Transit’s (MST) ability to use this money for operations. Using the Department of Commerce’s methodology, Santa Cruz METRO demonstrated handily that it does not work, in part due to the area’s geography/topography, and the strong limited-growth policies in effect in Salinas, Watsonville and Santa Cruz.

An official response to the Census Bureau will be submitted by the November 22, 2010 deadline. Santa Cruz METRO is requesting an extension of the comment period; an additional comment period following the designation of new UAs; that their population threshold remain at 250,000; that all current Census’ urban-rural designations remain the same in our area, and; that the Department of Commerce (DOC), Census Bureau and the Geography Division adhere to all policies and procedures in regard to notifying vulnerable and protected populations who participate in their programming affected by these designations. Any changes to the designation of UAs enacted by the Department of Commerce would take effect in 2012.

Update at 12/7/10: Santa Cruz METRO submitted its response, along with letters of support from the City of Watsonville, Santa Cruz County Local Agency Formation Commission (LAFCO), Monterey LAFCO, the Association of Monterey Bay Area Governments (AMBAG) and Representative Sam Farr. A meeting with the Census Bureau staff was set up by Rep. Farr’s office and Santa Cruz METRO staff is waiting for a debriefing from this meeting at the time of this report. Santa Cruz METRO’s staff’s request for an extension of the comment period received a boiler-plate response from the Secretary of Commerce stating that granting such an extension “has the potential to delay the urban area delineation program, which in turn, could delay the tabulation and dissemination of 2010 Census and ACS [American Community Survey] data products that are reliant on the availability of a complete and fully realized definition of urban areas for the entire United States.

Long Term Surface Transportation Act

Update at 11/8/10: Congress passed another Continuing Resolution (CR) through December 3, 2010 (with SAFETEA-LU extended through December 31, 2010) to keep government running at current levels. President Obama was touting a pre-election \$50 billion infrastructure investment

while out on the stump, saying that he believed that infrastructure was something that both parties could agree to discuss, is something that has traditionally been of interest to both parties and which would create jobs. The American Public Transportation Association (APTA) has stated that “it is too early to determine the election’s impact on the future of APTA’s legislative priorities, the results will create both new opportunities and challenges in the coming year.”

Update at 12/7/10: In a voice vote on the evening of December 2, the Senate passed a continuing spending resolution to keep the government running through December 18, 2010. The House approved the resolution on December 3. The new resolution keeps spending at 2010 levels. Since Congress is not likely to finish a dozen fiscal 2011 appropriations bills before Christmas, there will probably be at least one more CR to push weighty fiscal discussions such as long-term appropriations—or a surface transportation act—into the new year and the 112th Congress. The current extension of SAFETEA-LU is through December 31, 2010.

Any front-loaded infrastructure investment, such as the \$50 billion put forth by the President, will likely change shape under the new leadership of John Mica (R-FL) on the House Transportation and Infrastructure Committee. Though Mica is a proponent of a healthy new long-term transportation act, he will want financial offsets for any increased spending, and favors more public-private partnerships and well-leveraged financing of transit capital projects, including loans and non-governmental investors. Whether or not any front-loaded infrastructure legislation is part of the new surface transportation act and/or a separate competitive process remains to be seen.

Alternative Fuel Tax Credits (i.e. CNG) or “Tax Extenders”

The existing alternative-fuel tax credit which expired on 12/31/09 and was worth \$500,000 or more annually to Santa Cruz METRO, has surfaced in several forms in the past 18 months, but suffered another blow when the “Assistance to States” legislation was passed in mid-August. The offsets used to pay for this legislation were the same offsets planned to offset energy tax credits.

Update at 11/8/10: The American Public Transportation Association (APTA) stated on September 13, 2010 that “opportunities remain for the alternative fuels tax credit,” most notably in a “very large and comprehensive package of extensions and reforms.” The best opportunity to extend the alternative fuels tax credit (which has been included in other tax-extenders bills in the past) will come when the discussion of the “Bush-era tax cuts” commences.

Update at 12/7/10: At the time of this report, the unemployment-tax-cuts-and-other-tax-extendors discussion in DC was still underway as a deal was being reached. It is unclear whether the extension of alternative fuel tax credits will be part of any deal reached.

Attachment B

Federal Bills		Subject	Introduced	Status
House				
H.R. 5418 (McMahon, D-NY) Public Transportation Preservation Act of 2010	Authorizes emergency grants to designated recipients for operating costs of equipment/facilities. Prescribes a formula for apportionment of grant funds at up to 100% of the net cost of a project. Requires amounts apportioned to be used for operating expenses necessary to restore/prevent reduction in service and related workforce reductions, or to rescind all or a portion of a fare increase that: (1) occurs between 1/1/09-9/30/11; and (2) is due to decreased state or local funding or farebox revenue. See companion Senate legislation S. 3412 below.	5/26/2010	Possible fiscal impact on Santa Cruz METRO re: future service. Read twice and referred to House sub-committee on Highways and Transit on 5/27/10. Update @ 12/7/10: Since the election, it seems unlikely that this bill will be taken up in the next session.	
Senate				
S. 3412 (Dodd, D-Conn) Public Transportation Preservation Act of 2010	Authorizes emergency grants for the operating costs of equipment and facilities for use in public transportation projects. Sets the amount of the grant at up to 100% of the net cost of a project. Requires amounts apportioned to be used for operating expenses necessary to restore or prevent a reduction in public transportation service and related workforce reductions, or to rescind all or a portion of a fare increase that: (1) occurs between 1/1/09-9/30/11; and (2) is due to decreased state or local funding or farebox revenue. Authorizes a recipient which has not had a major reduction in public transportation service, or a fare increase as a result of decreased state or local operating funding, and will be able to avoid such reductions or increases through FY2011 without the funds made available by this Act, to use such funds to replace, rehabilitate, or repair existing transit capital assets used in public transportation.	5/25/2010	Could result in emergency grant(s) of operating funds used to mitigate service cuts. Read twice; to Senate Banking, Housing and Urban Affairs Committee @ 5/25/10. Update @ 12/7/10: With Sen. Dodd retiring, recent election results indicate that it is unlikely that this bill will be taken up in the Senate during the lame-duck or new 2011 session.	

ATTACHMENT C
State of California
Legislative Issues and Status Report
December 7, 2010

Proposition 22 & Proposition 26:

Proposition 22 proposed a constitutional amendment prohibiting the State from taking, borrowing or redirecting local taxpayer funds dedicated to public safety, emergency response and other vital local government services. It also protects dedicated transportation funds from being raided by the State. Santa Cruz METRO's Board of Directors endorsed Proposition 22 on January 22, 2010.

Proposition 26, another constitutional amendment, passed in November 2010 and requires that any change in state statutes resulting in any taxpayer paying a higher tax to be passed by a 2/3rds vote of the Legislature. The Proposition is retroactive to January 1, 2010, which calls into question (among other things) the "gas tax swap" passed earlier this year, which effectively undoes Proposition 42 transportation-related funding mechanisms.

Update @ 12/7/10: The California Transit Association (CTA) is still in the process of assessing the full impact of Proposition 26 on Proposition 22. It is likely that Proposition 26 negates the "gas tax swap" made earlier this year unless it returns to the Legislature and gets a 2/3rds vote within the next 12 months. Proposition 26 allows one year from the date of passage for measures that passed with less than a 2/3rds vote to be reenacted through another vote and signature from the new Governor.

The biggest question before the CTA and its membership is whether or not Proposition 26 undoes anything in place at the time of the swap, such as the in-place Proposition 42 taxes on gasoline. Because the swap increased two different taxes in exchange for the elimination of Proposition-42-protected revenues—the excise tax on gasoline and the sales tax rate on diesel fuel—these two measures, at least, would fall under Proposition 26 rules. The most serious question at hand is whether or not Proposition 26 also negates Proposition 42 because it may negate the exemption of gasoline taxes under the swap. Because Proposition 26 has a 12-month window and is subject to litigation and legal challenge, it may be a year or more before we know the full effect of the measure.

The California Legislature

There is no legislative matrix (usually Attachment D) attached this month for either the Assembly or Senate of the California Legislature, as they just ended a two-year term. The Legislature convenes in January 2011 to kick-off of a new two-year session.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: December 17, 2010

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF OWNED AND LEASED PROPERTY INVENTORIES TO DETERMINE IF THERE IS ANY PROPERTY IN EXCESS OF SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S FORESEEABLE NEEDS

I. RECOMMENDED ACTION

Accept and File Santa Cruz METRO's Property Inventories of Leased and Owned Property for 2010, which includes a Determination that METRO does not Own, Lease or Control any Property which is in Excess of its Foreseeable Needs.

II. SUMMARY OF ISSUES

- Santa Cruz Metropolitan Transit District is required on an annual basis to prepare an inventory of properties it holds, owns and controls to determine if any properties are in excess of its foreseeable needs.
- All properties currently leased by Santa Cruz METRO are being used in transit operation for bus maintenance, bus parking, administration and/or facilities maintenance activities.
- All properties currently leased, owned or controlled by Santa Cruz METRO are in transit uses and none of these properties are in excess of METRO's foreseeable needs.

III. DISCUSSION

Government Code Section 50569 requires that on or before December 31st of each year, Santa Cruz METRO, a local public agency, make an inventory of all lands held, owned or controlled by it or any of its departments, agencies or authorities to determine what land, including air rights, if any, are in excess of its foreseeable needs. According to the statute, a description of each parcel found to be in excess of its needs should be made a matter of public record.

An inventory of all the properties owned by Santa Cruz Metro, prepared by the Legal Department and reviewed by the Finance Department is set forth in Attachment A. There have been no changes in this list during the calendar year of 2010, except for the pending purchase of the property located at 425 Front Street, tentatively scheduled to close escrow on December 20, 2010. This property is currently included on the List of Properties Leased by METRO, but will be transferred to the SCMTD DEEDS (List of Properties Owned by METRO) as soon as the escrow has closed.

An inventory of properties that Santa Cruz METRO leases from others is set forth in Attachment B. All of the leased property is currently being used for transit operation and related support functions. The only pending change in the inventory list of leased properties during the calendar year of 2010 is the termination of the 111 Dubois lease on December 31, 2010. This property is no longer needed because of the construction of the Maintenance Building.

According to the applicable statute, any citizen, limited dividend corporation, housing corporation or nonprofit corporation, shall upon request, be provided with a list of the parcels found to be in excess without charge. Because METRO uses all of its leased and owned property in transit or transit related purposes, no list of excess properties was prepared for adoption.

The Federal Transit Administration Circular 5010.1C requires METRO to prepare and keep up to date an excess property utilization plan for all property that is no longer needed to carry out the original intended purpose including an explanation for the excess property. METRO is also required to notify FTA when property is removed from the service originally intended at grant approval and put to additional or substitute uses. At this time, METRO has no excess property and, therefore, will not be preparing an excess property utilization plan.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: SCMTD Deeds (List of Properties Owned by METRO)

Attachment B: Properties Leased by Santa Cruz Metropolitan Transit District

Attachment A

ATTACHMENT A - SCMTD DEEDS

APN NO.	PARCEL LOCATION	DATE OF ACQUISITION BY SCMTD	ACQUIRED FROM	DESCRIPTION	STATUS OF USE
005-152-05	Santa Cruz, CA 912 Pacific Ave. Santa Cruz	07/16/80	Peerless Stages, Inc.	Pacific Station Multi-Modal Facility	Active transit center
005-152-31	Santa Cruz, CA 920 Pacific Avenue Santa Cruz	09/22/80	Reward Enterprises	Pacific Station Multi-Modal Facility	Active transit center
008-013-09 previously 008-013-04	Santa Cruz, CA 120 Golf Club Dr. Santa Cruz	6/24/05	The Estate of Yvonne A. Humphrey. Brent J. Bouchard, executor.	MetroBase Project	Future Maintenance Shop Location
008-013-09 previously 008-013-05	Santa Cruz, CA 138 Golf Club Dr. Santa Cruz	05/19/71	Cecil E. Woodsy Minnie M. Woolsey	Minor Maintenance Shop Location MetroBase Project	Active Maintenance Facility being retrofitted for CNG repairs
008-013-09 previously 008-013-06	Santa Cruz, CA 138 Golf Club Dr. (previously 140 combined with 138) Santa Cruz	07/7/71	Sally Anne Smith	Minor Maintenance Shop Location MetroBase Project	Active Maintenance Facility being retrofitted for CNG repairs
008-032-05 previously 008-032-06	Santa Cruz, CA 1200-A River St. Santa Cruz	06/15/77	Warren R. French Mabel L. French	Operations Dept. Location MetroBase Project	Active Operations Dept.
Bus Stop #2551. No APN # listed	Santa Cruz, CA 17 th Ave./Tremont Santa Cruz	09/5/89	No. Calif. VOE Elderly Housing, Inc.	17 th & Tremont Bus Stop Donation Live Oak Location	Active bus stop with shelter

Attachment A

ATTACHMENT A - SCMTD DEEDS

APN NO.	PARCEL LOCATION	DATE OF ACQUISITION BY SCMTD	ACQUIRED FROM	DESCRIPTION	STATUS OF USE
022-211-91	Scotts Valley, CA 425 King's Village Bart Cavallaro Transit Center	011/15/96	Church of Latter-Day Saints 13.87% ownership by Scotts Valley Redevelop. Agency	Bart Cavallaro Transit Center Park and Ride Lot Multi-Modal Facility	Active Transit Center
017-011-54	Borders West Lake Ave. & Rodriguez St., Watsonville, CA - Watsonville Transit Center	05/9/86	Crocker National Bank	Watsonville Transit Center Multi-Modal Facility	Active transit center
017-011-57 and 017-011-58 (formerly 51 & 52)	Watsonville, CA Watsonville Transit Center	10/06/88	Allan Louis Alexander Ann Alexander Rando John M. Batisstich Joan M. Batisstich Janet F. Ryan	Transit-Oriented Mixed Use Facility which includes a Child Care Center	99-year lease with City of Watsonville for \$1.00 per year.
008-032-05	1200-B River St.	06/25/05	The 2004 Jeannine M. Gibson, Family Trust, Jeannine Marie Gibson, Trustee	MetroBase Project	Current site of MetroBase Fueling Facility and Bus Wash Facility
086-102-14	Boulder Creek, CA 17835 China Grade Boulder Creek	04/7/05	Santa Cruz County/The Henry F. Plummer Trust, Henry F. Plummer, Trustee	Easement at China Grade & Hwy 236	Bus Turnaround

Attachment A

ATTACHMENT A - SCMTD DEEDS

APN NO.	PARCEL LOCATION	DATE OF ACQUISITION BY SCMTD	ACQUIRED FROM	DESCRIPTION	STATUS OF USE
008-011-14	Santa Cruz, CA 110 Vernon Street Santa Cruz	08/01/07	Mindi Broughton and Paul Broughton, Broughton Land LLC, A California Limited Liability company	MetroBase Project	Current fleet administration offices, general administration offices and facilities department
No APN # listed	Intersection of Soquel Ave., Soquel Dr. and Highway 1 Soquel	3/29/88	State of California, Dept. of Transportation	Director's Deed #DD-47160-1 for 1.312 acres and .037 of an acre for Soquel Park & Ride Lot	Active Park and Ride Lot
008-013-08	Santa Cruz, CA 1211 River Street, Santa Cruz	1/31/08	Jan Van Boeschoten, as Trustee of the Jan Van Boeschoten Trust dated October 23, 2006	MetroBase Project	Previously an empty residential unit purchased for the MetroBase project; Currently is a paved parking lot being utilized for METRO owned vehicles.
008-013-07	Santa Cruz, CA 1217 River Street, Santa Cruz	2/29/08	Richard Dennis Stewart	MetroBase Project	Previously three empty residential units purchased for the MetroBase project; Currently used for MetroBase Project Manager's office, Harris & Associates' office and other outside contractors' offices; Future site of a METRO Maintenance Facility.

ATTACHMENT B

PROPERTIES LEASED BY SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PROPERTY ADDRESS/ LESSOR	TERM/ NOTICE/ BOARD ACTION	CURRENT MONTHLY LEASE AMT.	USE OF PROPERTY
111 Dubois IULIANO 1977 TRUST	03/01/05- Beginning 02/29/10- Ending 03/01/10- Ext. begins 12/31/10- Ext. ends	\$12,769.62/mo \$153,235.44/yr	Major Maintenance Facility
115 Dubois IULIANO 1977 TRUST	02/01/05-Beginning 12/31/10 – Ending 01/01/11 –Lease begins 12/31/13 – Lease ends	\$3,470.85/mo \$41,650.20/yr	Bus and vehicle parking
425 Front Street Greyhound Lines, Inc.	07/01/98- Beginning 06/30/03- Ending 07/01/03- Ext. begins 12/31/08- month to month	\$8,416.32 -Annual \$701.36/mo	Bus parking
2880 Research Park Drive, Soquel, CA Soquel III Associates	09/01/04-Beginning 08/31/09-Ending 09/01/09- Ext. begins 08/31/14- Ext. ends	\$12,461.74/mo \$149,540.88/yr	ParaCruz Operations Facility
1200 River Street (small portion) City of Santa Cruz	10/01/04- Beginning 09/30/44- Ending	\$1.00/Annually *100% of taxes and assessments	Future MetroBase facility

Grant of Easement and Agreement

Capitola Mall Macerich Partnership, LP	Perpetual	\$1,685.95/mo \$20,231.40/yr.	Active Transit Center
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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: December 17, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager, and Acting Assistant General Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH BRINKS FOR MOBILE CASH VAULT PICK-UP AND DELIVERY SERVICES AND COIN & CURRENCY PROCESSING SERVICES

I. RECOMMENDED ACTION

Authorize the General Manager to execute a contract with Brinks for Mobile Cash Vault Pick-Up and Delivery Services and Coin and Currency Processing Services and appoint the Assistant Finance Manager as the METRO Agent with authority to reject any Brinks' Amendments to the Rates except those due to Economic Conditions causing an increase in Operating Costs

II. SUMMARY OF ISSUES

- Santa Cruz METRO is in the process of installing an updated GFI Farebox Revenue Collection System funded with American Recovery and Reinvestment Act (Section 5307 and 5311) and FTA Section 5309 grant funds.
- The contracted service for mobile cash vault pick up, and revenue counting services, along with the elimination of the Vault Room Coordinator position was proposed and accepted as one of the FY11-12 budget balancing actions.
- Santa Cruz METRO staff is now requesting authority to execute a Services Agreement with Brinks (**Attachment A**).

III. DISCUSSION

Santa Cruz METRO is in the process of installing an updated GFI Farebox Revenue Collection System funded with American Recovery and Reinvestment Act funds (Section 5307 and 5311) and FTA Section 5309 grant funds.

The transition to a contracted service for mobile cash vault pick up, and revenue counting services, along with the elimination of the Vault Room Coordinator position was proposed and accepted as one of FY11-12 budget balancing actions. During this transition period, the farebox revenue coin and currency counting duties are performed daily by two (2) contracted revenue officers, and one (1) contracted temporary employee. The revenue officers are contracted through Andrews International.

Staff contacted Brinks, Loomis (Armored Transport), and Garda Cash Logistics for budgetary quotes to provide mobile cash vault pick up services. Of the three (3) armored transport services

contacted, Brinks was the only company that could accommodate the dimensions and mobility issues related to transporting the mobile cash vaults.

Procurement by noncompetitive proposals (sole source) are acceptable under the Federal Transit Administration Regulations when a sole source procurement is infeasible under the competitive processes and the item is available only from a single source. No other company besides Brinks has the required equipment to transport METRO's vaults. METRO staff worked diligently to insure that the price quote from Brinks was reasonable.

Santa Cruz METRO staff is requesting authority to execute a Services Agreement with Brinks (**Attachment A**) to provide the following services:

- Pick up the farebox revenue mobile cash vaults twice per week;
- Transport the vaults to the Brinks Cash Vault in Oakland;
- Count and verify the contents under dual custody and video surveillance;
- Provide coin and currency reports after each cash vault is verified
- Credit the funds to Santa Cruz METRO's Wells Fargo Bank Fares account.

All GFI mobile cash vaults will be equipped with "Bin ID" which provides electronic monitoring and cash tracking of all coin and currency deposited in the mobile cash vaults.

Special features of the Service Agreement with Brinks include the following which METRO staff wanted to bring to the Board of Director's attention:

1. The Agreement requires that METRO and Brinks waive the right to a trial by jury for any disputed issue arising out of the Agreement. This provision is a cost effective method to resolve legal disputes.
2. METRO staff is requesting that the Assistant Finance Manager be declared the METRO's agent with authority to reject any charges differing from the rates. Because this is a time sensitive matter that if not acted upon in a timely fashion METRO waives the right to reject the new rates it is prudent to make this designation.
3. The Services Agreement allows Brinks to increase the rates effective January 1st of each year of the Agreement or upon written communication in the event of a change in economic conditions that increases Brink's operating costs without METRO's agreement.
4. The term of the Agreement will commence on January 1, 2011 and will continue for a minimum one (1) year term. Thereafter the Agreement will automatically renew from year to year until cancelled, by either party on at least sixty (60) days written notice prior to the anniversary date. METRO staff have determined that each year, four (4) months prior to the automatic renewal date, staff will review the performance of Brinks pursuant to the terms and conditions of the agreement and will determine if renewal is warranted.

IV. FINANCIAL CONSIDERATIONS

Funding for the Brinks Services Agreement in the amount of approximately \$75,000 per year is included in the FY11 & FY12 Final Budget dated June 25, 2010. To continue with the previous system of revenue counting, it would cost METRO approximately \$130,000.00.

V. ATTACHMENTS

Attachment A: Brinks Services Agreement

Prepared by: Debbie Kinslow

Date Prepared: December 8, 2010

Attachment A

Customer Name: Santa Cruz Metropolitan Transit District

Brink's Branch performing service: B0506

BRINKS SERVICES AGREEMENT

AGREEMENT NO. JTRN971092617

THIS SERVICES AGREEMENT ("Agreement") is made by and between Brink's U.S., a Division of Brink's, Incorporated ("Brink's"), a Delaware corporation with offices located at San Jose, CA, and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Customer") with offices located at 110 Vernon St., Santa Cruz, CA 95060 is entered into this 27 day of SEPTEMBER, 2010.

I. DEFINITIONS

- "Attachment" means any rider, schedule, exhibit, amendment or other addendum incorporated into this Agreement.
- "Delivery Location" means the location designated by Customer as the place where Brink's is to deliver Shipments.
- "Distinctively and Securely Sealed" means that the container used to hold any Property to be transported by Brink's has been closed and fastened with a device or method of sealing having a distinguishing mark that can be clearly seen and recognized as a unique identification number or special mark that is attached to the container so that the Property is firmly enclosed, and the device or method of sealing cannot be removed and reapplied to the container without leaving visible external evidence of tampering to the container.
- "Fragile Property" means any breakable item, including without limitation, decorative pieces, works of art, and jewelry.
- "Loss" means any loss of, damage, theft or destruction to Property.
- "Maximum Liability Amount" means the total liability assumed by Brink's for a Loss of all or part of a Shipment, as specified in the Attachment(s).
- "Night Depository" means a non-ATM receptacle in which Customer's customers can deposit Property.
- "Pick-Up Location" means the location designated by Customer as the place where Brink's is to receive Shipments.
- "Property" means currency, coin, checks, securities, other financial instruments, and other valuables agreed to be transported by Brink's.
- "Rates" means the charges for Services as listed in Attachment(s).
- "Services" means armored transportation and related services to be provided to Customer as described in Section II.1 below and other services as may be described in Attachments.
- "Shipment" means one or more sealed containers of Property received by Brink's at the same time at a single Pick-Up Location, which are to be delivered to a single Delivery Location.

II. BRINK'S RESPONSIBILITIES

- Brink's shall: (a) arrive at the Pick-Up Location to request Shipments; (b) sign a receipt for Shipments received by Brink's; and (c) deliver such Shipments to the Delivery Location and obtain a receipt for such delivery. Brink's may return the Shipment to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's to the Delivery Location. The Services will be performed during Brink's regular business hours as scheduled by Brink's local office(s) performing the Services unless otherwise specified in this Agreement. In the event of inclement weather or some other irregularity, performance shall be as mutually agreed upon.
- To the extent that Brink's is to provide Services in addition to those described above, such services will be specified in Attachments.

III. CUSTOMER'S RESPONSIBILITIES

- Customer shall place all Property to be received by Brink's in Distinctively and Securely Sealed containers.
- Customer warrants that it shall declare the actual value of each Shipment and each Distinctively and Securely Sealed container in the Shipment. Customer shall not conceal or misrepresent any material fact or circumstance concerning the Property delivered to Brink's and agrees, in the event of Loss, to be bound by its declaration of value.
- Customer will not include Fragile Property in a Shipment unless specifically agreed to by Brink's in an Attachment.
- The locations serviced under this Agreement, whether listed in an Attachment or otherwise, shall not be deleted from service by Customer during the term of this Agreement unless such Location is permanently closed or sold.

IV. CHARGES AND PAYMENT

- Within thirty (30) days of the date of invoice, Customer shall pay Brink's the Rates plus all applicable Federal, State and local taxes. The Rates may be amended by Brink's invoices, letters, or other writings. Except for Rate changes made pursuant to paragraph 3 of this section, Customer may, by written Notice within twenty (20) days of such invoice, letter or other writing, reject any charges differing from the Rates. Otherwise, Customer shall be deemed to have accepted such increase. If Customer disputes the accuracy of an invoice, Customer will provide Brink's written Notice of the claimed inaccuracy within sixty (60) days of the invoice date or such claim will be deemed waived by Customer.
- All charges remaining unpaid after the invoice due date are subject to an interest charge at the lesser of: 1 1/2% per month; or, the maximum rate allowed by law.
- Brink's may increase Rates effective January 1 of each year of this Agreement, or upon written communication in the event of a change in economic conditions that increases Brink's operating costs.
- In addition to the other charges specified under this Agreement, Customer will pay a fuel surcharge which will be adjusted from month to month as described in the applicable Attachment.
- Customer shall pay Brink's for all changes in scope of Services whether requested by Customer in writing or verbally.

V. BRINK'S LIABILITY; LIMITATIONS; EXCLUSIONS

- Brink's liability for any of its obligations under this Agreement, including without limitation liability for the Loss of a Shipment, shall not exceed the lesser of the following: Maximum Liability Amount; the actual value of the Loss; or the declared value of the Property subject to the Loss. Brink's liability shall commence when the Shipment has been received into Brink's possession and a receipt has been signed for such Shipment and shall terminate when the Shipment has been delivered to the Delivery Location, or returned to the Pick-Up Location in the event that delivery cannot reasonably be made by Brink's.
- Brink's liability for Loss shall not exceed the Maximum Liability Amount, notwithstanding anything to the contrary contained in any oral statement, invoice, receipt or other document. Brink's is not responsible for determining the contents or value of any Shipment.
- If Customer requests that Brink's transport an amount over the Maximum Liability Amount ("Excess Liability"), the Maximum Liability Amount for a Loss arising out of that Shipment will increase: (i) if mutually agreed in writing by the parties prior to Brink's receiving the Shipment; and (ii) Customer is able to show it paid to Brink's prior to the Loss, the additional charges associated with transporting the Excess Liability.

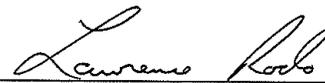
TERM OF AGREEMENT: SERVICES SHALL BEGIN ON THE 1 DAY OF January, 2011 AND SHALL CONTINUE FOR A MINIMUM TERM OF 1 YR. YEAR(S). THEREAFTER THIS AGREEMENT SHALL AUTOMATICALLY RENEW FROM YEAR TO YEAR UNTIL CANCELLED, BY EITHER PARTY, ON AT LEAST SIXTY (60) DAYS WRITTEN NOTICE PRIOR TO THE ANNIVERSARY DATE.

ACCEPTED:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Brink's U.S., a Division of Brink's, Incorporated

By: _____
(Customer Signature)

By: 
Executive Vice President - North America

Title: _____

COUNTERSIGNED:
By: _____
Authorized Representative

SERVICE ATTACHMENT(S): CIT COIN CURRENCY

Attachment A

4. Brink's shall not be liable for any shortage claimed within a Shipment that shows no external evidence of tampering. Brink's shall not be liable for any shortage within any Shipment that is not Distinctively and Securely Sealed.
5. In the event of Loss of checks or other financial instruments (together "Checks"), Brink's agrees to pay for: (a) Customer's reasonable costs in identifying and replacing the Checks, and (b) the face value of the Checks not identified, except for those Checks which could not be collected on at the time of the Loss up to a combined limit of \$25,000 per Shipment. The Maximum Liability Amount that applies to the Loss of such Shipment shall include the referenced \$25,000. Customer shall maintain a complete record of all Checks in a Shipment and agrees to diligently pursue identification and replacement efforts of the Checks. Customer further agrees to reimburse Brink's for all amounts that are recovered as the result of such efforts.
6. Brink's shall not be liable for any Property contained in a Night Depository. The Customer agrees that such Property shall be in Brink's possession only after Brink's removes the Property from the Night Depository. Brink's count of the number of items collected from a Night Depository is binding and conclusive. Brink's shall not be liable for any unexplained Night Depository shortage. Customer is responsible for assuring that the Night Depository is secure.
7. Brink's shall not be liable for non-performance or delays of Service caused by strikes, lockouts or other labor disturbances, riots, authority of law, acts of God, fire, flood, tornado, hurricane, earthquake or means beyond Brink's control.
8. (a) Brink's shall not be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) caused by or resulting from: (1) war, hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (*de jure* or *de facto*), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence or confiscation by order of any government or public authority. (b) In no case shall Brink's be liable for Loss or for non-performance or delays of Service (or for any cost, expense or liability related thereto) directly or indirectly caused by or contributed to or arising from: (1) any chemical, biological, bio-chemical or electromagnetic weapon; (2) the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system; (3) ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; (4) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; (5) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or (6) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in sub-clause (b) does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes. (c) **The following limitation shall not apply to Property in transit.** Brink's shall not be liable for Loss or for non-performance or delays of Service (or for any liability, cost or expense related thereto) directly or indirectly caused by, resulting from or in connection with, any act of terrorism or any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
9. Brink's is not an insurer under this Agreement. Brink's shall not be liable under any circumstance for consequential, special, incidental, indirect or punitive losses or damages (including lost profits, interest or savings) whether or not caused by the fault or negligence of Brink's and whether or not Brink's had knowledge that such losses or damages might be incurred.

VI. INSURANCE

1. Brink's will maintain at all times during the term of this Agreement, insurance payable to Brink's in such amounts and against such risks as shall adequately cover the Maximum Liability Amount. Upon Customer's written request, Brink's will provide a certificate of insurance. Customer shall be given thirty (30) days notice in the event such insurance coverage is canceled, not renewed or materially restricted.
2. Customer shall at all times maintain comprehensive general liability insurance coverage, including contractual liability and premises liability. Such insurance shall be in reasonable amounts and with insurance companies of recognized financial responsibility. Upon written request, Customer shall provide to Brink's evidence of such insurance coverage, and Customer agrees that Brink's shall be given thirty (30) days notice in the event that such insurance coverage shall be canceled, not renewed or materially restricted.

VII. FILING OF CLAIMS; PROOF OF LOSS

1. In the event of Loss under this Agreement, Customer shall notify Brink's as soon as practicable and provide written Notice to Brink's within one (1) business day after the Loss or suspected Loss is discovered or should have been discovered so that Brink's and Customer can effectively initiate investigation of the Loss. In no event will Customer provide Notice of Loss more than sixty (60) days after the Property which is the subject of the claim was received into Brink's possession. It is Customer's responsibility to verify Shipment deliveries promptly. Unless such Notice is given by Customer within the time prescribed, any and all claims by Customer for Loss shall be deemed waived. No action, suit or other proceeding to recover for any such Loss shall be brought against Brink's unless (a) the above described Notice has been given to Brink's; and (b) such action, suit or proceeding is commenced within twelve (12) months after receipt of such Property into Brink's possession.
2. Customer shall maintain a record of all Property placed in any Shipment and shall promptly and diligently assist Brink's in establishing the identity of any Loss in any Shipment. Customer agrees to mitigate its damages in connection with any Loss.
3. Affirmative written proof of the Loss, subscribed and sworn to by Customer and substantiated by the books, records and accounts of Customer, shall be furnished to Brink's prior to payment of a claim. Upon payment of a claim by Brink's, Customer hereby assigns to Brink's all of its right, title and interest in the Property which was the subject of the Loss and all rights of recovery against third parties that are the subject of the claim. Customer will execute any documents necessary to perfect such assignment upon request by Brink's or Brink's insurers.

VIII. DEFAULT; REMEDIES; TERMINATION

1. In the event of early termination under this Agreement other than for material breach by Brink's, Customer agrees that actual damages might be sustained by Brink's which are uncertain and would be difficult to determine. Customer hereby agrees to pay Brink's, as liquidated damages and not as a penalty, all remaining charges that would have been payable to Brink's from the date of termination up to and including the date of expiration of the then current term of this Agreement, plus any capital costs incurred by Brink's as a result of entering into this Agreement. Should Customer default in the payment to Brink's of any amounts due under this Agreement, then Customer shall also be responsible for interest as provided above and all attorney's fees, costs and expenses incurred by Brink's in the collection of such past due amounts. The past due amounts, interest and collection costs constitute "Unpaid Obligations". In addition to the other remedies provided in this Agreement and under applicable law, Customer hereby agrees that Brink's shall be permitted to retain as a credit and to offset against such Unpaid Obligations, on a dollar for dollar basis, any Property which Brink's has in its possession under this Agreement.
2. Either party may terminate this Agreement in the event of a material breach of this Agreement (including non-payment) by the other party, provided that such breach continues for a period of thirty (30) days after receipt by the breaching party of written Notice from the non-breaching party specifying the nature of such breach. No written Notice is required if the breach is non-payment of amounts due. If such breach is cured within the applicable cure period, then this Agreement shall continue in full force and effect.

IX. MISCELLANEOUS

1. Brink's may, in its discretion, choose to perform any or all of the Services itself or through its employees, agents or independent subcontractors. Any employee, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Brink's is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Brink's for reimbursement of any Loss in accordance with the terms of this Agreement.
2. All "Notices" under this Agreement, shall be in writing and shall be deemed given to the other party immediately upon: personal or messenger delivery; proof of transmission date of facsimile transmission; or delivery date of overnight courier or certified mail service. Notice shall be sent to the party at the address shown on the front of this Agreement or to such other address as either party may specify by Notice. Notice to Brink's, including Bankruptcy notifications, shall also be sent to: Legal Dept., Brink's U.S., 555 Dividend Dr., Coppell, TX 75019.
3. Any pre-printed terms and conditions contained in any purchase order or other similar document used by Customer shall be null and void and have no force or effect in modifying the terms and conditions of this Agreement.
4. Customer agrees that none of the provisions of the Carmack Amendment apply to any obligation of Brink's under this Agreement, and that this Agreement governs the rights and responsibilities of Customer and Brink's. Customer agrees to look only to the provisions of this Agreement for any claim against Brink's relating to Customer's Property. Customer shall comply with the Private Express Statutes (United States Postal Laws and Regulations) in the preparation of all Shipments.
5. This Agreement and the Attachments, all as may be amended from time to time, constitute the entire agreement and understanding between Customer and Brink's with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied. Except with respect to Rates, this Agreement may only be amended or superseded by a writing signed by the parties. The sole and exclusive remedies for any breach of the terms and provisions of this Agreement or any claim or cause of action otherwise arising out of or related to this Agreement shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement), and neither of the parties hereto, nor other person or entity will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise.
6. Neither party shall use the other party's trade name, likeness, trademarks or logo, without the other party's prior written consent.
7. The failure of either party to require strict adherence to any term of this Agreement will not be deemed a waiver or deprive that party of the right thereafter to insist upon strict adherence to any term of this Agreement.
8. The illegality or invalidity of any provision of this Agreement shall not affect or invalidate the remainder of the Agreement.
9. **CUSTOMER AND BRINK'S HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN ANY WAY OUT OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
10. The provisions of this Agreement, which by their sense and context are meant to survive expiration of this Agreement, shall so survive.
11. Customer's performance of its obligations hereunder shall not be excused or relieved by any claims of Customer to a right(s) of abatement, deduction, setoff or recoupment against Brink's.
12. **THE LAWS OF THE STATE OF DELAWARE SHALL GOVERN THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION OF ITS TERMS AND CONDITIONS, THE INTERPRETATION OF THE RIGHTS AND RELATIONSHIPS OF THE PARTIES HERETO, INCLUDING BUT NOT LIMITED TO ALL CLAIMS OR CAUSES OF ACTION (WHETHER BROUGHT IN CONTRACT OR TORT) THAT MAY BE BASED ON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, WITHOUT REGARD TO THE CONFLICTS OF LAWS AND PRINCIPLES THEREOF.**
13. If Customer files for protection under any provision of the Bankruptcy Code (11 U.S.C. S. 101, et seq.), Customer shall file among its first day motions a motion seeking authorization (1) to assume the Brink's contract, (2) to pay Brink's all amounts due under the contract on ongoing basis, and (3) to pay as a cure claim any past due amounts.

Attachment A

AGREEMENT NO. JTRN971092617

RIDER

This RIDER executed this 27 day of September, 2010 and effective on and after 1/1/2011, to Agreement dated 9/27/2010, between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's"), and **SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, 110 VERNON ST., SANTA CRUZ, CA 95060** ("Customer").

EXHIBIT	SERVICE	DESCRIPTION OF SERVICE
A	Schedule of Services	Service will be provided as shown in Exhibit A
B	Location of Services	Service will be provided to location(s) shown in Exhibit B
C	Coin Processing Service	Service will be provided as shown in Exhibit C
D	Currency Process Services	Service will be provided as shown in Exhibit D

CHARGES FOR THE SERVICES DESCRIBED HEREIN SHALL BE THOSE AS SPECIFIED IN A SEPARATE RATE SCHEDULE MADE A PART HEREOF AND INCORPORATED HEREIN BY REFERENCE.

Any capitalized terms in this Rider or any of the referenced Exhibits shall have the same meaning as defined in the Agreement, unless otherwise specified in the applicable Exhibit(s).

Services – Listed below are Services, which, when stated above, shall be performed by Brink's in accordance with the provisions set forth in the respective Exhibit(s) applicable to such Services.

1. Change Fund Service – Exhibit E
2. Check Reconstruction – Exhibit E
3. Coin Processing Service – Exhibit C
4. Consolidation Service – Exhibit E
5. Currency Processing Service – Exhibit D
6. Extended Service Schedule – Exhibit A
7. Listing of Service Locations – Exhibit B
8. Safe Control Service – Exhibit E

Agreement Modifications – In addition to the Services listed above, this Rider may amend an Agreement in any one or more of the following items.

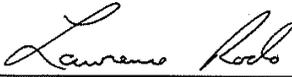
1. Change of Name
2. Eliminate Item(s) of Service
3. Rate Revision
4. Term Extension

ACCEPTED:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Brink's U.S., a Division of Brink's, Incorporated

By: _____
(Signature)

By: 
Executive Vice President – North America

Title: _____

COUNTERSIGNED:

By: _____
Representative

Attachment A

RATE SCHEDULE

AGREEMENT NO. JTRN971092617

This Rate Schedule is incorporated by reference into the Agreement dated September 27, 2010 (and, where applicable, any Rider attached thereto) between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's") and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, 110 VERNON ST., SANTA CRUZ, CA 95060 ("Customer").

Transportation: \$3,300 per month, plus applicable fuel surcharge (1 GFI bin per pickup)

Coin Processing: \$3.00 per Fed Ready bag for verified assorted coin

\$35.00 per GFI Bin for verified assorted coin and currency

Currency Processing: \$1.28 per strap

The above fees include:

1. Pickup of GFI bins in Santa Cruz at location designated on Schedule B and shipped to Oakland Coin Processing Center.
2. Opening of bins under security with keys provided by SCMTD.
3. Currency and Coin verification under dual custody and video camera.
4. Currency and Coin Reports provided to SCMTD covering verification amounts after each GFI bin is verified.
5. Return of any token/transfers if applicable to SCMTD.
6. Proceeds shipped to designated bank vault or Brinks Vault % of designated bank.

SCMTD

Brink's

A fuel adjustment will be determined on a monthly basis according to the charts and formula below. The formula to determine the fuel surcharge is:

Applicable fee(s) for Services requiring/involving transportation for the month x fuel surcharge percentage as set forth in the table below = Total fuel surcharge

Fuel Prices will be based on the U.S. Department of Energy, Energy Information Administration, Retail On-Highway Diesel Fuel Prices reported monthly.

Attachment A

FUEL PRICE/GAL

<u>Minimum</u>	<u>Maximum</u>	<u>Fuel Surcharge</u>
\$0.01	\$2.50	2.50%
\$2.51	\$2.55	2.75%
\$2.56	\$2.60	3.00%
\$2.61	\$2.65	3.25%
\$2.66	\$2.70	3.50%
\$2.71	\$2.75	3.75%
\$2.76	\$2.80	4.00%
\$2.81	\$2.85	4.25%
\$2.86	\$2.90	4.50%
\$2.91	\$2.95	4.75%
\$2.96	\$3.00	5.00%
\$3.01	\$3.05	5.25%
\$3.06	\$3.10	5.50%
\$3.11	\$3.15	5.75%
\$3.16	\$3.20	6.00%
\$3.21	\$3.25	6.25%
\$3.26	\$3.30	6.50%
\$3.31	\$3.35	6.75%
\$3.36	\$3.40	7.00%
\$3.41	\$3.45	7.25%
\$3.46	\$3.50	7.50%
\$3.51	\$3.55	7.75%
\$3.56	\$3.60	8.00%
\$3.61	\$3.65	8.25%
\$3.66	\$3.70	8.50%
\$3.71	\$3.75	8.75%
\$3.76	\$3.80	9.00%
\$3.81	\$3.85	9.25%
\$3.86	\$3.90	9.50%
\$3.91	\$3.95	9.75%
\$3.96	\$4.00	10.00%

Note: For every additional \$.05 increase in fuel price will result in an additional .25% in surcharge.

Attachment A

AGREEMENT NO. JTRN971092617

EXHIBIT A

This Exhibit A is attached to Rider executed September 27, 2010 and incorporated by reference into the Agreement dated September 27, 2010 between Brink's U.S., a Division of Brink's, Incorporated ("Brink's") and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, 110 VERNON ST., SANTA CRUZ, CA 95060 ("Customer").

SCHEDULE (cont.)

	SERVICE	DAY OR DATE	LIABILITY
(A)	CALL AT: Customer locations listed in Exhibit B to receive sealed GFI containers	Two designated days each week	<u>\$50,000</u> MAXIMUM
	DELIVER TO: Oakland Coin Center for verification	Following business day	<u>\$30,000</u> AVERAGE
(B)	CALL AT: Oakland Coin Center for prepared currency	Two designated days each week	<u>\$50,000</u> MAXIMUM
	DELIVER TO: Designated local bank	Same or following business day	<u>\$30,000</u> AVERAGE
()	CALL AT:		MAXIMUM
	DELIVER TO:		AVERAGE
()	CALL AT:		MAXIMUM
	DELIVER TO:		AVERAGE
()	CALL AT:		MAXIMUM
	DELIVER TO:		AVERAGE
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	DELIVER TO:		AVERAGE

Attachment A

AGREEMENT NO. JTRN971092617

EXHIBIT C COIN PROCESSING

This Exhibit C is attached to Rider executed September 27, 2010 and incorporated by reference into the Agreement dated September 27, 2010 between **Brink's U.S., a Division of Brink's, Incorporated** ("Brink's") and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT , 110 VERNON ST., SANTA CRUZ, CA 95060 ("Customer").

1. RECEIPT OF SHIPMENTS

- (a) Brink's agrees to receive, on Monday through Friday during Brink's regular business hours, as mutually agreed upon by Brink's and Customer, at Brink's facilities located at Oakland Coin (each, a Facility, and collectively, the Facilities), except holidays observed by Brink's Facilities performing Services, Shipments (i) consigned to Customer from Customer's designated commercial accounts, Customer's branches and correspondent banks and delivered to the Facilities by other armored carriers; and/or (ii) consigned to Customer which Brink's has collected from mutual customers of the parties hereto. The term "mutual customer" shall mean a corporation or other business entity having a commercial account with Customer, Customer's branches or a commercial bank having a correspondent relationship with Customer and for which Brink's performs transportation services pursuant to a written contract between any such corporation, business entity or commercial bank and Brink's.
- (b) For purposes of establishing Brink's liability to Customer with respect to Shipments from mutual customers, the parties agree that any such Shipments shall only be considered the property of Customer and subject to the terms and conditions of this Exhibit C and the Agreement during the time said coin is transferred to Brink's verification department, with a receipt being given. Brink's agrees to assume the liability for any loss of coin retained in inventory for Customer pursuant to the terms and conditions of this Exhibit C and the Agreement.

2. SERVICE

Brink's shall perform coin processing Service(s) as indicated below:

- (a) Verify loose coin by weighing the sealed Standard and/or Half Standard Bags;
YES NO
- (b) Verify the loose coin by breaking the seals on Non-Standard Bags, sorting (if applicable), and piece counting the contents. All Standard and Non-Standard Bags containing dollar coins will be verified by piece counting;
YES NO
- (c) Break the seals on Standard and/or Half Standard Bags (if applicable), wrap the loose coin and package the wrapped coin in sealed Standard Boxes;
YES NO
- (d) Remove the wrappers from any previously wrapped coin contained in any Standard Bag or Non-Standard bag, count the coin, rewrap and package the coin in sealed Standard Boxes;
YES NO
- (e) **OTHER** (any provisions added herein, subject to Brink's approval.)
YES NO

Attachment A

VERIFY COIN AND CURRENCY FROM WITHIN SEALED GFI BINS. REPORT VERIFICATION RESULTS AND PREPARE VERIFIED CONTENT FOR DEPOSIT AND TRANSPORT TO DESIGNATED LOCAT BANK PER PER SECTION 4. (B) IN THIS EXHIBIT C.

3. MAINTAIN INVENTORY

YES ___ NO X

Brink's will maintain an inventory of _ skids of coin in Brink's vault at Brink's Facilities specified above, until instructed by Customer to prepare Shipments for delivery of all or a designated portion of Standard Boxes of coin. Brink's shall maintain records of the coin retained in Brink's possession both as to denomination and total valuation, also indicating coin received and prepared for delivery. When requested by Customer, all such records shall be made available to Customer. It is understood and agreed that any discrepancies must be reported to Brink's within thirty (30) days after receipt of any such records. If at any time during the term of these Services, Brink's is required to maintain more than the above-referenced level of inventory for the Customer, Brink's may charge Customer a fee of \$2.00 per day for each excess skid of coin held in inventory by Brink's.

4. SHIPMENT PREPARATION

- (a) Upon instructions from Customer, Brink's shall make up, in accordance with the specifications contained in a list of denominations furnished by Customer, sealed Shipments of Standard Boxes of wrapped coin and/or sealed Shipments of Standard Bags of loose coin (as applicable to the Services specified above to be performed by Brink's).
- (b) Each Shipment will be released by Brink's to an armored carrier at a Facility for transportation at the request of Customer. Notwithstanding any terms or conditions to the contrary in this Exhibit C or the Agreement, Brink's liability for any Shipment released to Customer's designated carrier or representative ("Representative") at a Brink's Facility shall terminate upon release of such Shipment to Customer's Representative.

5. ADDITIONAL TERMS AND CONDITIONS

- (a) The following definitions shall apply to this Exhibit C:
 - (i) **Half Standard Bag** – Bag containing coin of the same denomination equal to ½ of the Standard Bag amounts excluding pennies, as defined below.
 - (ii) **Non-Standard Bag** - Bag or container containing coin of the same denomination or mixed denominations in amounts less than standard and half-standard bags.
 - (iii) **Standard Bag** – Bag containing coin of the same denomination in the following amounts: \$50.00 in pennies; \$200.00 in nickels; \$1,000.00 in dimes; \$1,000.00 in quarters; \$1,000.00 in halves; and \$2,000.00 in dollars.
 - (iv) **Standard Box** – Box containing wrapped coin of the same denomination in the following amounts: \$25.00 in pennies; \$100.00 in nickels; \$250.00 in dimes; \$500.00 in quarters; \$500.00 in halves; and \$1000.00 in dollars.
- (b) All Shipments of loose coin received by Brink's for processing shall be packaged in Standard Bags and/or Half Standard Bags, Non-Standard Bags, containers utilized by the U.S. Mint or Federal Reserve Bank, or other containers as mutually agreed upon by the parties.
- (c) In the event there is a discrepancy between the weights of value established for the respective coin denominations and the weight of any Standard Bag or Half Standard Bag containing the implicit coin denominations Brink's shall retain said bags until notified by Customer as to what disposition is to be made thereof.
- (d) It is understood and agreed that any bags of loose coin which have been weighed and found to be within the allowable weight tolerance but when said bags are opened to wrap the contents and found to

Attachment A

have mutilated coin and/or foreign coin or to be deficient in value due to a commingling of various denominations of coin or the presence of other foreign matter in the bags, Customer shall be informed thereof. Brink's shall return to Customer the tags removed from such bags together with all commingled coin, mutilated coin, foreign coin, slugs and tokens found therein. Second party shall furnish Brink's with sorted or undamaged coin in exchange for any such commingled or mutilated coin respectively, and/or furnish Brink's with coinage of the correct denomination in exchange for any foreign coin, slugs or tokens removed by Brink's from said deficient bags.

- (e) Brink's agrees to furnish all coin wrapping supplies, coin boxes, and coin box seals that are essential in performing Services under this Exhibit C.
- (f) Brink's agrees to assume liability for shortages of rolls of coin within any Standard Box of coin processed by Brink's. Customer agrees to return to Brink's any empty coin boxes that contained coin for which a shortage is claimed. However, it is understood and agreed that differences within any standard roll of coin shall not be claimed against Brink's unless such differences become abnormal to the previous experience of Customer. Brink's count of the bags and/or container of loose coin collected shall be binding and conclusive.
- (g) In the event there is a major shortage or overage over \$1000.00 or frequent recurring minor shortages or overages relating to Brink's count of any coin as may be required under this Exhibit C, the parties hereto shall fully cooperate in conducting an investigation and any question of a shortage or overage of the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation. It is agreed that either party upon finding any discrepancy, overage or shortage, shall use its reasonable efforts to immediately notify the other party of the error.
- (h) For all of the Services to be provided by Brink's pursuant to this Exhibit C and the Agreement, Customer agrees to pay Brink's the rates of compensation as set forth in the Rate Schedule.
- (i) Brink's Maximum Liability Amount for the Services under this Exhibit shall be \$\$50,000 for any one Facility on any one day.

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AGREEMENT NO. JTRN971092617

EXHIBIT D CURRENCY PROCESSING

This Exhibit D is attached to Rider executed Exhibit D and made an integral part of the Agreement dated September 27, 2010 between Brink's U.S., a Division of Brink's, Incorporated ("Brink's") and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, 110 VERNON ST., SANTA CRUZ, CA 95060 ("Customer").

1. RECEIPT OF SHIPMENTS

(a) Brink's agrees to receive, on Monday through Friday during Brink's regular business hours, as mutually agreed upon by Brink's and Customer, at Brink's facilities located at Oakland Coin (each, a Facility, and collectively, the Facilities), except holidays observed by Brink's Facilities performing Services, Shipments (i) consigned to Customer from Customer's designated commercial accounts, Customer's branches and correspondent banks and delivered to the Facilities by other armored carriers; and/or (ii) consigned to Customer which Brink's has collected from mutual customers of the parties hereto. The term "mutual customer" shall mean a corporation or other business entity having a commercial account with Customer, Customer's branches or a commercial bank having a correspondent relationship with Customer and for which Brink's performs transportation services pursuant to a written contract between any such corporation, business entity or commercial bank and Brink's.

(b) For purposes of establishing Brink's liability to Customer with respect to Shipments from mutual customers, the parties agree that any such Shipments shall only be considered the property of Customer and subject to the terms and conditions of this Exhibit D and the Agreement during the time said currency is transferred to Brink's deposit verification department, with a receipt being given. Brink's agrees to assume the liability for any loss of currency retained in inventory for Customer pursuant to the terms and conditions of this Exhibit D and the Agreement.

2. SERVICE

(a) Upon receipt of a Shipment at a Facility before designated cutoff time, Brink's will, on the same day the Shipment is received, break any seal on the Shipment, and process the contents per mutually agreed upon procedures. Brink's will consolidate and bag all proof tickets, checks and other negotiable instruments, if any, for pick up that same day by Customer's designated courier.

(b) Not later than the second business day following the receipt of a Shipment, Brink's will verify the contents of the Shipment, if it has not previously done so, by breaking the seal on the Shipment, removing the contents thereof and processing the Shipment as follows. All currency received from Customer's branches or correspondent banks will be strap counted only, unless otherwise mutually agreed upon. All other deposits will be piece counted by denomination. All coin will be processed in accordance with mutually agreed upon procedures or if applicable, as set forth in Exhibit C. Brink's will consolidate currency into standard straps to be held in Customer's inventory or for packaging to designated consignees. All food coupons received from commercial accounts will be piece counted by denomination, and all food coupons received from Customer's branches and correspondent banks will be strap counted only. Brink's will consolidate and package all processed food coupons and food coupon redemption certificates.

(c) If there is any variance between Brink's verification count of a Shipment and the dollar amount of such Shipment as stated on the deposit ticket therefor, Brink's shall identify such variance and follow mutually agreed upon procedures for reporting such variance to Customer. The parties agree that Brink's shall not be liable for any difference in count of the actual number of individual bills in a strapped pack of currency or food coupons which Brink's verifies by strap count, and that, in handling any such Shipment of currency or food coupons, Brink's strap count or piece count, as applicable, shall be binding and conclusive upon the parties.

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(d) If Brink's detects any counterfeit notes while piece counting Customer's currency, Brink's will cull same from the Shipment, notify Customer thereof and reduce the value of the Shipment in an amount equivalent to the amount on the counterfeit note(s). Brink's will also turn any such counterfeit notes over to the proper federal authorities. Customer expressly understands and agrees that Brink's shall not be responsible for or pay any shortage claim which may be made by Customer or its consignee in the event a counterfeit note(s) is discovered in any Shipment after the currency was processed by Brink's, notwithstanding any method or equipment as may have been used by Brink's to attempt to detect counterfeit notes in the Shipment.

3. MAINTAIN INVENTORY

YES NO

(a) If indicated above, Brink's shall maintain an Inventory of currency (and, if applicable, any Shipments of currency awaiting verification by Brink's) in Brink's vault at Brink's Facility(ies), until instructed by Customer to deliver all or a designated portion of said currency to designated consignees. Also, Brink's shall maintain records of the currency retained in Brink's possession both as to denomination and total valuation, indicating the currency received from the various consignors and the currency delivered to the various consignees. When requested by Customer, all such records shall be made available to Customer. It is understood and agreed that any discrepancies must be reported to Brink's within thirty (30) days after receipt of any such records.

(b) All processed currency and any coin that may have been received in a deposit will be held in inventory at the Facility(ies). Brink's will maintain Customer's inventory of currency identifiable as Customer's currency and segregated from any property of Brink's or Brink's other customers.

4. SHIPMENT PREPARATION

(a) Upon instructions from Customer, Brink's shall prepare, in accordance with the specifications contained in a list of denominations furnished by Customer, sealed orders of standard straps of currency for correspondent banks and commercial accounts. Brink's will make reasonable efforts to fill such orders with inventory on a first in/first out basis and with inventory that has been received by Brink's from a source other than the correspondent bank or commercial account to which the order is to be delivered.

(b) Each sealed currency order will be released by Brink's to an armored carrier at a Facility at the request of Customer. Arrangements for transportation of proof tickets, cash letters, miscellaneous financial instruments and other documents between a Facility and Customer's proof department locations shall be the responsibility of Customer. Notwithstanding any terms or conditions to the contrary in this Exhibit D or the Agreement, Brink's liability for any Shipment released to Customer's designated carrier or representative ("Representative") at a Brink's Facility shall terminate upon release of such Shipment to Customer's Representative.

5. ADDITIONAL TERMS AND CONDITIONS

(a) Customer shall provide supplies, including but not limited to bags, tags, seals and forms, required for the performance of the services to be provided in this agreement hereunder.

(b) For purposes of this Exhibit D, a standard strap of currency shall be \$100.00 in \$1's; \$200.00 in \$2's; \$500.00 in \$5's; \$1,000.00 in \$10's; \$2,000.00 in \$20's; \$5,000.00 in \$50's and \$10,000.00 in \$100's.

(c) In the event there is a major shortage over \$1,000.00 or frequent recurring minor shortages relating to Brink's count of any Property, the parties hereto shall fully cooperate in conducting an investigation and any question of a shortage, or the cause thereof, to the extent reasonably possible, shall be resolved by the findings of such investigation. The parties agree that the party finding any discrepancy, overage or shortage shall use reasonable efforts to immediately notify the other party of such event.

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- (d) For all of the services to be provided by Brink's pursuant to this Exhibit D and the Agreement, Customer agrees to pay Brink's the rates of compensation as set forth in the Rate Schedule.
- (e) Brink's Maximum Liability Amount for the Services under this Exhibit shall be \$50,000 for any one Facility on any one day.

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 sub-paragraph (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.

Attachment A

AMENDMENT TO SERVICES AGREEMENT

This **AMENDMENT TO SERVICES AGREEMENT** ("Amendment") is attached to and made part of that certain Services Agreement (No. JTRN 971092617) dated September 27, 2010, (together, the "Agreement") between Brink's U.S., a Division of Brink's, Incorporated ("Brink's") and Santa Cruz Metropolitan Transit District ("Customer"). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Agreement.

A. Modification of Terms of the Agreement. The parties agree to amend the Agreement as follows:

1. Section II. (a) under BRINK'S RESPONSIBILITIES shall be changed to read: a. "arrive at the Pick-Up location".
2. Section V. 5. is not applicable to this agreement.
3. Section V. 6. is not applicable to this agreement.
4. Section VII. I. under FILING OF CLAIMS; PROOF OF LOSS shall be changed to read: "within three(3) business days".
5. Section IX. 4. is not applicable to this agreement.
6. Section IX. 12. shall be changed from "DELAWARE" to "CALIFORNIA".
7. EXHIBIT C – COIN PROCESSING under 1. RECEIPT OF SHIPMENTS (b) is not applicable.
8. EXHIBIT C – COIN PROCESSING under 4. SHIPMENT PREPARATIOM (b) is not applicable.
9. EXHIBIT C – COIN PROCESSING under 5. ADDITIONAL TERMS AND CONDITIONS, sections a, c, e, f are not applicable.
10. EXHIBIT C – COIN PROCESSING under 5. ADDITIONAL TERMS AND CONDITIONS, section (b) shall be changed to read: " shall be contained within seal GFI bins", instead of "shall be packaged in Standard Bags and/or Half Standard Bags, Non-Standard Bags, containers utilized the U.S. Mint or Federal Reserve Bank, or other containers as mutually agreed upon by the parties".
11. EXHIBIT D – CURRENCY PROCESSING under 5. ADDITIONAL TERMS AND CONDITIONS, sections a and b are not applicable to this agreement.

B. Effect of Addendum. Except as expressly amended by this Addendum, the terms of the Agreement remain in full force and effect.

"Customer:

"Brink's"

Santa Cruz Metropolitan Transit District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

FROM: April Warnock, Paratransit Superintendent

SUBJECT: CONSIDERATION OF CONTRACT AMENDMENTS WITH SPECIALIZED AUTO AND FLEET SERVICES, INC. AND DOC AUTO LLC. TO EXTEND PARACRUZ VEHICLE MAINTENANCE SERVICES FOR A PERIOD OF ONE YEAR.

ACTION REQUESTED AT THE DECEMBER 17, 2010 BOARD MEETING

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute amendments to extend the contracts for one year with Specialized Auto Services Fleet Services, Inc. (not to exceed amount of \$80,000), and Doc Auto, LLC (not to exceed amount of \$94,000) for Vehicle Maintenance Services.

II. SUMMARY OF ISSUES

- METRO entered into one-year contracts with Specialized Auto and Fleet Services, Inc. and Doc Auto, LLC for ParaCruz vehicle maintenance services, on January 1, 2010.
- The contract with Specialized Auto and Fleet Services, Inc., reflects a maximum amount payable under this contract of \$80,000.
- The contract with Doc Auto, LLC, reflects a maximum amount payable under this contract of \$94,000.
- Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Specialized Auto and Fleet Services, Inc. extending the contract for a period of one year, with an additional maximum amount payable not to exceed \$80,000. Total maximum amount payable for the extended contract not to exceed \$160,000.
- Additionally, that the Board of Directors authorize the General Manager to execute an amendment to the contract with Doc Auto, LLC. extending the contract for a period of one year, with an additional maximum amount payable not to exceed \$94,000. Total maximum amount payable for the extended contract not to exceed \$188,000.

III. DISCUSSION

METRO entered into one-year contracts with Specialized Auto and Fleet Services, Inc. and Doc Auto, LLC. for vehicle maintenance services on January 1, 2010. Both contracts will expire on December 31, 2010. Both contracts offer the option of four (4) extensions, with each extension effective for a period of one year.

Each of the contractors, Specialized Auto and Fleet Services, Inc. and Doc Auto, LLC, have expressed in writing the willingness to extend their current contracts with METRO for a time of one year.

In the contract with Specialized Auto and Fleet Services, Inc. under the contract terms of payment, Article 5.01, Contractor understands and agrees that if he/she exceeds the \$80,000 maximum amount payable under this contract, that it does so at its own risk. This contract expires December 31, 2010. If authorized, an amendment to this contract would adjust the maximum not to exceed amount of the current contract from \$80,000 to \$160,000, to reflect the combined maximum not to exceed amount for one year of the contract plus an additional one year extension.

In the contract with Doc Auto, LLC. under the contract terms of payment, Article 5.01, Contractor understands and agrees that if he/she exceeds the \$94,000 maximum amount payable under this contract, that it does so at its own risk. This contract expires December 31, 2010. If authorized, an amendment to this contract would adjust the maximum not to exceed amount of the current contract from \$94,000 to \$188,000, to reflect the combined maximum not to exceed amount for one year of the contract plus an additional one year extension.

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to each of the contracts with Specialized Auto and Fleet Services, Inc. and Doc Auto, LLC., for the period of one year, with a combined maximum not to exceed amount for \$174,000, for the term of January 1, 2011 to December 31, 2011.

IV. FINANCIAL CONSIDERATIONS

Funds to support these amendments are included in the ParaCruz FY10 and FY11 Revenue Repair Out – Revenue Vehicles budget (account 503353).

V. ATTACHMENTS

Attachment A: Contract Amendment for Doc Auto LLC.

Attachment B: Contract Amendment for Specialized Auto and Fleet Services, Inc.

Attachment C: Letter from the Vendor – Doc Auto

Attachment D: Email notification from Specialized Auto and Fleet Services, Inc.

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Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SECOND AMENDMENT TO CONTRACT NO. 10-12 FOR VEHICLE MAINTENANCE SERVICES

This Second Amendment to Contract No. 10-12 for Vehicle Maintenance Services is made effective January 1, 2011, between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“Santa Cruz METRO”) and Doc Auto LLC (“Contractor”).

I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for vehicle maintenance services (“Contract”) on January 1, 2010.
- 1.2 The Contract allows for the extension upon mutual written consent

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

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

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

III. COMPENSATION

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

METRO shall compensate Contractor in an amount not to exceed \$94,000 for this amendment.

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

- 5.1 Article 7 is amended to include the following language

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.

Attachment A

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
Doc Auto LLC

By _____
Kenneth M. Potts
Managing Member

Approved as to Form:

Margaret R. Gallagher
METRO Counsel

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SECOND AMENDMENT TO CONTRACT NO. 10-12 FOR VEHICLE MAINTENANCE SERVICES

This Second Amendment to Contract No. 10-12 for Vehicle Maintenance Services is made effective January 1, 2011, between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“Santa Cruz METRO”) and SPECIALIZED AUTO & FLEET (“Contractor”).

I. RECITALS

1.1 Santa Cruz METRO and Contractor entered into a Contract for vehicle maintenance services (“Contract”) on January 1, 2010.

1.2 The Contract allows for the extension upon mutual written consent

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

II. TERM

2.1 Article 4.01 is amended to include the following language:

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

III. COMPENSATION

3.1 Article 5.01 is amended to include the following language:

METRO shall compensate Contractor in an amount not to exceed \$80,000, under this amendment.

IV. REMAINING TERMS AND CONDITIONS

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

V. AUTHORITY

5.1 Article 7 is amended to include the following language:

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.

Attachment B

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
Specialized Auto & Fleet

By _____
Robert G. Emmert
Secretary

Approved as to Form:

Margaret R. Gallagher
METRO Counsel

Attachment C



Ken Potts
908 Ocean St
Santa Cruz, CA, 95060
November 17, 2010

Mark Hickey
Training/Road Response Manager
METRO ParaCruz
2880 Research Park Drive,
Suite 160
Soquel, CA 95073

Dear Mark:

I would like to thank Metro ParaCruz for the service and repair opportunity in 2010. The support you and your team provided was outstanding and it was a pleasure serving. I look forward to continuing in 2011 under the same terms and conditions outlined in the original contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Potts".

Ken Potts
CEO
Doc Auto LLC

'10 NOV 29 AM 10:22:35

6-15.c1

Attachment D

From: rg emmert [mailto:rgemmert@yahoo.com]
Sent: Wednesday, December 08, 2010 3:22 PM
To: Hina Patel
Subject: Re: Contract Amendment for Contract 10-12

Thank you for the reminder. Specialized Auto and Fleet wishes to extend our contract with Metro Paracruz for an additional year.

Sincerely,
Robert Emmert
Secretary

From: Hina Patel <HPatel@scmttd.com>
To: "rgemmert@yahoo.com" <rgemmert@yahoo.com>
Sent: Wed, December 8, 2010 3:03:26 PM
Subject: re: Contract Amendment for Contract 10-12

Hello Robert,

We would like to extend the contract we have with Specialized Auto & Fleet for an additional year for the same amount, not to exceed \$80,000.00

Please confirm that you would like to continue with this service.

Thank you,

Hina Patel
Purchasing Agent
Santa Cruz METRO
P: 831-426-6080 ext 1310
F: 831-426-2918

file://C:\DOCUME~1\awarnock\LOCALS~1\Temp\d\eud1B.htm

12/10/2010

6-15.d1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

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

SUBJECT: ACCEPT AND FILE LETTER FROM CABRILLO COLLEGE REGARDING CESSATION OF STUDENT BUS PASS PROGRAM, AND APPROVE THE INSTALLATION OF TICKET VENDING MACHINE AT CABRILLO COLLEGE

I. RECOMMENDED ACTION

That the Board of Directors accept and file a letter from Cabrillo College regarding the cessation of the student bus pass program as of June 2011 and approve the installation of a ticket vending machine at Cabrillo College.

II. SUMMARY OF ISSUES

- Santa Cruz METRO and Cabrillo College have had an ongoing contract to provide public transportation services to the College's students, faculty and staff at an affordable rate for many years.
- Santa Cruz METRO entered into a written contract for Transit Services with Cabrillo College on September 1, 2006 for a four (4) year term which expired August 31, 2010
- An amendment to the contract for September 1, 2010 through August 21, 2011 was approved at the July 23, 2010 Board of Director meeting
- On November 23, 2010, Cabrillo College sent a letter to discontinue our contract as of June 2011 per terms of the contract
- Cabrillo's letter also invited us to sell our 31-day passes on the campus
- Staff recommends that the Board of Directors accept and file the Cabrillo College letter of contract termination as of June 2011 and approve the installation of a Ticket Vending Machine (TVM) at Cabrillo College, contingent upon locating an appropriate place on campus prior to June 2011.

III. DISCUSSION

Santa Cruz METRO and Cabrillo College have had an ongoing contract to provide public transportation services to the College's students, faculty and staff at an affordable rate for many years.

Santa Cruz METRO entered into a written contract for Transit Services with Cabrillo College on September 1, 2006 for a four (4) year term which expired August 31, 2010. An amendment to the contract for September 1, 2010 through August 21, 2011 was approved at the July 23, 2010 Board of Director meeting.

On November 23, 2010, Cabrillo College sent a letter to discontinue our contract as of June 2011 per terms of the contract (**Attachment A**). In the letter, Cabrillo sites that in the current budget climate, Cabrillo can no longer afford to subsidize their student bus pass program and the current California law does not allow community colleges to charge students a fee to cover services such as transportation. Cabrillo's letter also invited us to sell our 31-day passes on the campus. With the implementation of our new fareboxes and Ticket Vending Machines (TVM), staff has started conversations with Cabrillo staff to find the most appropriate area to place a TVM for the convenience of the Cabrillo staff, faculty and students who ride our transit system. This machine will be able to take cash, ATM and credit cards and dispense 31-day passes and Santa Cruz METRO cash cards.

Staff recommends that the Board of Directors accept and file the Cabrillo College letter of contract termination as of June 2011 and approve the installation of a Ticket Vending Machine (TVM) at Cabrillo College, contingent upon locating an appropriate place on campus prior to June 2011.

IV. FINANCIAL CONSIDERATIONS

The termination of this contract will be an operating revenue loss of \$190,000 per year starting in FY12. The installation of a TVM at the Cabrillo College campus may offset some of this loss by providing easy access to passes and cash cards on campus for transit riders.

V. ATTACHMENTS

Attachment A: Cabrillo College letter of contract termination as of June 2011 dated November 23, 2010.

Attachment A

Copied to:
✓ Les
✓ Angela
CPro
Erich

UNCLASSIFIED

Cabrillo College
2010 Nov 24 PM 3 11

Office of the Vice President, Student Services
6500 Soquel Drive, Aptos, CA 95003

November 23, 2010

Les White
General Manager
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060

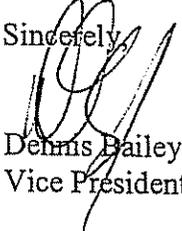
Dear Mr. White:

This letter is to inform the Santa Cruz Metro Transit District that beginning with summer semester 2011, Cabrillo College will no longer sell bus passes to our students. As of June 2011, student will need to purchase passes directly from the SCMTD.

We are disappointed that the college is no longer able to afford to subsidize the student bus pass program. The subsidy cost has been just over \$190,000 a year for the last few years and in the current budget climate Cabrillo College cannot afford this expense. Unlike UCSC, California law does not allow community colleges to charge all students a fee to cover services, such as transportation. Continuing the subsidy is not fiscally prudent at this time.

We know that transportation service is important to students. In the future, in order to provide an easy opportunity for our students to purchase bus passes, we invite and encourage SCMTC to sell monthly bus passes at the Cabrillo College campuses.

If I can be of assistance, please feel free to contact me.

Sincerely,

Dennis Bailey-Fougner
Vice President, Student Services

CC: Ellen Pirie, Chair, Metro Transit District Board
Brian King, President, Cabrillo
Victoria Lewis, Vice President, Administrative Services, Cabrillo
Sesario Escoto, Dean of Students, Cabrillo

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

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

SUBJECT: CONSIDERATION OF DECLARING 29 CHEVROLET VANS, 2 FORD VANS, A FORD SEDAN, AND A DODGE VAN AS EXCESS FOR PURPOSES OF DISPOSAL OR AUCTION

I. RECOMMENDED ACTION

That the Board of Directors declare twenty-nine (29) Chevrolet vans, two (2) Ford vans, a Ford sedan, and a Dodge van as excess for purposes of disposal or auction and direct staff to use appropriate action for disposal.

II. SUMMARY OF ISSUES

- In accordance with Santa Cruz METRO's policy on disposal of fixed assets and inventoriable items, at least once per year the Finance Manager shall recommend to the Board of Directors a list of items to be declared excess with appropriate action for disposal.
- Twenty-nine (29) Paratransit vans that are no longer required by Santa Cruz METRO
- In addition, the following non-revenue vehicles are no longer required by Santa Cruz METRO:
 - Two (2) Ford vans
 - Ford sedan
 - Dodge van
- Staff recommends that the Board of Directors declare the above items as excess and direct staff to use appropriate action for disposal.

III. DISCUSSION

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

Twenty-nine (29) Paratransit vans are no longer required by Santa Cruz METRO. In addition, the following non-revenue vehicles are no longer required:

- Two (2) Ford vans
- Ford sedan
- Dodge van

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

The current market value of these items range from \$500 to \$700 and are in poor condition.

IV. FINANCIAL CONSIDERATIONS

None of these items have any remaining book value. Any revenue generated from the sale of these items will be recorded as income in the current operating budget.

V. ATTACHMENTS

Attachment A: Excess Vehicle Listing – Disposal or Auction as of Dec 17, 2010.

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT									
EXCESS VEHICLE LISTING - Disposal or Auction									
As of December 17, 2010									
Vehicle #	Manufacturer	Model	Year	VIN	License #	Mileage	Value	Condition	
104	CHEVROLET	VENTURE	2001	1GNDX03E71D157031	E-1060819	140,347	\$700.00	Poor	
105	CHEVROLET	VENTURE	2001	1GNDX03E61D156713	E-1060820	112,649	\$700.00	Poor	
106	CHEVROLET	VENTURE	2001	1GNDX03E11D157316	E-1060818	144,854	\$700.00	Poor	
107	CHEVROLET	VENTURE	2001	1GNDX03E31D158077	E-1060822	147,817	\$700.00	Poor	
108	CHEVROLET	VENTURE	2001	1GNDX03E31D162095	E-1060821	137,658	\$700.00	Poor	
109	CHEVROLET	VENTURE	2001	1GNDX03EX1D160120	E-1060825	150,570	\$700.00	Poor	
110	CHEVROLET	VENTURE	2001	1GNDX03E11D157428	E-1100004	125,930	\$700.00	Poor	
205	CHEVROLET	VENTURE	2002	1GNDX03E62D158429	E-1120726	162,178	\$350.00	Poor	
206	CHEVROLET	VENTURE	2002	1GNDX03E22D155107	E-1120725	155,440	\$700.00	Poor	
207	CHEVROLET	VENTURE	2002	1GNDX03E32D155195	E-1101687	165,110	\$700.00	Poor	
208	CHEVROLET	VENTURE	2002	1GNDX03E72D155667	E-1101688	161,959	\$700.00	Poor	
209	CHEVROLET	VENTURE	2002	1GNDX03E42D156016	E-1146494	127,707	\$700.00	Poor	
305	CHEVROLET	VENTURE	2003	1GBDX23E13D263860	E-1150932	161,965	\$700.00	Poor	
306	CHEVROLET	VENTURE	2003	1GBDX23E93D266425	E-1150996	160,913	\$700.00	Poor	
307	CHEVROLET	VENTURE	2003	1GBDX23E63D266169	E-1150926	165,790	\$700.00	Poor	
308	CHEVROLET	VENTURE	2003	1GBDX23E73D266605	E-1150925	158,317	\$700.00	Poor	
309	CHEVROLET	VENTURE	2003	1GBDX23E83D263595	E-1150993	118,382	\$200.00	Poor	
310	CHEVROLET	VENTURE	2003	1GBDX23E13D265592	E-1163039	164,994	\$350.00	Poor	
311	CHEVROLET	VENTURE	2003	1GBDX23E43D267367	E-1150995	176,336	\$700.00	Poor	
312	CHEVROLET	VENTURE	2003	1GBDX23E63D264812	E-1150923	167,151	\$350.00	Poor	
313	CHEVROLET	VENTURE	2003	1GBDX23E33D266713	E-1150924	184,480	\$700.00	Poor	
314	CHEVROLET	VENTURE	2003	1GBDX23E83D263872	E-1150992	171,329	\$700.00	Poor	
315	CHEVROLET	VENTURE	2003	1GBDX23E33D264556	E-1150991	180,016	\$700.00	Poor	
316	CHEVROLET	VENTURE	2003	1GBDX23E93D265470	E-1163040	165,755	\$700.00	Poor	
317	CHEVROLET	VENTURE	2003	1GBDX23EX3D263288	E-1163038	173,066	\$700.00	Poor	
318	CHEVROLET	VENTURE	2003	1GBD23XE53D263845	E-1163037	168,265	\$350.00	Poor	
319	CHEVROLET	VENTURE	2003	1GBDX23E33D265786	E-1150994	182,021	\$700.00	Poor	
320	CHEVROLET	VENTURE	2003	1GBDX23E03D263848	E-1150933	150,785	\$700.00	Poor	
321	CHEVROLET	VENTURE	2003	1GBDX23E83D264830	E-1150930	171,305	\$700.00	Poor	
9700	FORD	AEROSTAR VAN	1987	1FMCA11U7VZC24625	E-041545	206,710	\$500.00	Poor	
9850	FORD	CONTOUR SEDAN	1998	1FAFP66Z6WK259982	E-994290	49,473	500.00	Poor	
102	DODGE	B-2500 RAM VAN	2001	2B4JB25T41K517327	E-1087781	109,187	\$500.00	Poor	
303	FORD	E-350 ECONOLINE	2003	1FDNE31M33HA85718	E-1161796	100,215	\$500.00	Poor	

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

FROM: April Warnock, Paratransit Superintendent

SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR REVIEW OF THE ADA PARATRANSIT ELIGIBILITY PROCESS

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting to extend the contract for review of the ADA Paratransit eligibility process through December 31, 2011

II. SUMMARY OF ISSUES

- METRO entered into a contract with Pat Piras Consulting for review of the ADA paratransit eligibility process on May 5, 2008.
- This contract will expire on December 31, 2010.
- METRO has purchased the Trapeze CERT module and contractor has offered to provide new template forms necessary for the eligibility process.
- Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting for review of ADA paratransit eligibility process to extend the term of the contract t December 31, 2011. This will be a time extension only and there will be no additional contract compensation.

III. DISCUSSION

METRO entered into a contract with Pat Piras Consulting for review of the ADA paratransit eligibility process on May 5, 2008. Contract was extended twice and now will expire on December 31, 2010, and METRO recently purchased the Trapeze PASS-CERT module which is to be used in the eligibility certification process. The contractor has recommended extending the contract term in order to provide new template forms necessary for the eligibility process and to provide assistance in the implementation process.

Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract with Pat Piras Consulting for review of the ADA paratransit

eligibility process to extend the term of the contract to December 31, 2011. This will be a time extension only and there will be no additional contract compensation.

IV. FINANCIAL CONSIDERATIONS

No additional financial implications from this action. Contract costs are covered in the ParaCruz operating budget.

V. ATTACHMENTS

Attachment A: Contract Amendment

Prepared By: Hina Patel, Purchasing Agent

ATTACHMENT A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SEVENTH AMENDMENT TO CONTRACT NO. 08-22 FOR REVIEW OF ADA PARATRANSIT ELIGIBILITY PROCESS

This Seventh Amendment to Contract No. 08-22 for review of ADA paratransit eligibility process is made effective January 1, 2011 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("Santa Cruz METRO") and Pat Piras Consulting ("Contractor").

I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for Review of ADA paratransit eligibility process ("Contract") on May 5, 2008.
- 1.2 On July 25, 2008, Santa Cruz METRO extended the contract term to November 30, 2008.
- 1.3 On November 21, 2008, Santa Cruz METRO extended the contract term to March 31, 2009.
- 1.4 On April 1, 2009, Santa Cruz METRO extended the contract term to June 30, 2009.
- 1.5 On July 1, 2009, Santa Cruz METRO extended the contract term to August 31, 2009.
- 1.6 On September 1, 2009, Santa Cruz METRO extended the contract term to June 30, 2010.
- 1.7 On July 1, 2010, Santa Cruz METRO extended the contract term to December 30, 2010.
- 1.8 The Contract allows for the extension upon mutual written consent.

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

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

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

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE

ATTACHMENT A

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

PAT PIRAS CONSULTING
CONTRACTOR

By _____
Patrisha Piras
Principal/Director

Approved as to Form:

Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: December 17, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO EXTEND THE 989 ARRA PASS-THROUGH AGREEMENT WITH THE UNIVERSITY OF CALIFORNIA SANTA CRUZ (UCSC) TO MARCH 31, 2011

I. RECOMMENDED ACTION

Authorize the General Manager to execute an Amendment to Extend the 989 ARRA Pass-Through Agreement with UCSC for the Purchase of Paratransit Vehicles to March 31, 2011.

II. SUMMARY OF ISSUES

- American Recovery and Reinvestment Act of 2009 (ARRA) funding was made available through the Federal Transit Administration (FTA) to grantees such as the Santa Cruz Metropolitan Transit District (METRO). Applicable FTA and ARRA regulations permit an eligible recipient to pass ARRA funds through to another agency to carry out the purposes of the ARRA grant agreement that the recipient enters into a written agreement with the sub-recipient
- METRO entered into a written Agreement with the University of California at Santa Cruz (UCSC) pursuant to which the ARRA grant funds would be passed through METRO to UCSC for purchase of paratransit vehicles.
- The 989 Agreement was effective April 10, 2009 and was anticipated to be completed on or before September 30, 2010. However, delays occurred which caused the need for an extension of the agreement with METRO.
- UCSC has notified METRO of the need to extend the Pass-Through Agreement to March 31, 2011, in order to accomplish the purpose of the grant.

III. DISCUSSION

METRO and UCSC entered into a Pass-Through Agreement whereby METRO, being an eligible recipient of ARRA funds and eligible to enter into a formal grant contract with FTA, was permitted by FTA and ARRA regulations, to pass ARRA funds through to UCSC to carry out the purpose of the grant which was to purchase paratransit vehicles.

The Pass-Through Agreement was effective April 10, 2009 and was scheduled to expire on September 30, 2010.

Delays occurred in the accomplishment of the grant purpose. Initially, UCSC had difficulty finding a valid contract for the purchase of paratransit vehicles to piggy-back onto. Then when the vehicles were received by UCSC on September 30, 2010, UCSC determined that it desired a modification of the seats. The vehicles were returned to the manufacturer in order to accomplish this modification.

Initially, in a letter dated September 24, 2010, UCSC requested a no-cost time extension of the Pass-Through Agreement for a 90-day period to December 31, 2010 for the completion of this agreement. Now because of the necessary modifications and the grant close-out requirements, UCSC is seeking an extension to March 31, 2011.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

- Attachment A:** 989 Pass Through Agreement: METRO and UCSC for the Undertaking of Paratransit Vehicle Purchase (Project)
- Attachment B:** Letter dated 9/24/10 from Suzanne M. Ziegler, Grant and Contract Officer for UCSC
- Attachment C:** Draft Extension Amendment to 989 Pass Through Agreement

ATTACHMENT A

989 AGREEMENT

WITNESS: This Agreement has been entered into by and between the

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(hereinafter "METRO")

and

The University of California Santa Cruz
(hereinafter "Subgrantee")

for the undertaking of:

Paratransit Vehicle Purchase
(hereinafter "Project")

RECITALS

WHEREAS, the American Recovery and Reinvestment Act of 2009 ("ARRA") was enacted on February 17, 2009 and includes funding for transit capital improvements; and

WHEREAS, an ARRA Transit Funding grant for transit capital improvements is available from the Federal Transit Administration ("FTA") and will be disbursed by the Santa Cruz Metropolitan Transit District ("METRO"); and

WHEREAS, Subgrantee desires to use the ARRA Transit Funding grant to undertake the following transit capital improvement project: purchase of paratransit vehicles; and

WHEREAS, under applicable ARRA grant requirements, only an eligible recipient may serve as the direct recipient of the ARRA funds and enter into a formal grant contract with the FTA; and

WHEREAS, applicable FTA and ARRA regulations permit an eligible recipient to pass ARRA funds through to another agency to carry out the purposes of the ARRA grant agreement as a subrecipient provided that the recipient enters into a written agreement with the subrecipient

and passes through the grant requirements to the subrecipient; and

WHEREAS, METRO, an eligible recipient of ARRA funds, is willing to pass through such funding to the Subgrantee, which is ineligible to receive ARRA funds directly; and

WHEREAS, METRO and Subgrantee desire to enter into a formal contract pursuant to which ARRA grant funds will be passed through METRO to Subgrantee for implementation of the Project.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

TERMS AND CONDITIONS

The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein or contained in the Appendices named below, which are attached hereto and by reference incorporated herein. Appendices A, A-1, and A-2 contain general provisions and special requirements applicable to this Agreement. Appendix B identifies the scope of work, benefits, and budget for the project and identifies the funding source(s). The Recitals set forth above are a part of the Agreement and establish the parties' intentions with regard to the Federal ARRA funds, which are the subject of this Agreement.

The effective date of this Agreement shall be April 10, 2009. The Project shall be completed on or before September 30, 2010. Federal ARRA funds not to exceed \$125,000 are currently available for expenditure under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

AND REGENTS OF THE UNIVERSITY OF
CALIFORNIA: SANTA CRUZ CAMPUS

By: [Signature]

By: [Signature]

Dated: 8-27-09

Dated: 8.26.09

APPROVED AS TO FORM:

By: [Signature]
Attorney for METRO

APPROVED AS TO FORM:

By: [Signature]
Attorney for The Regents of the University
of California

ARRA Funds Pass Through Agreement (989 Agreement)
METRO and University of California, Santa Cruz

APPENDIX A

GENERAL PROVISIONS

1. **General:** Subgrantee shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," Circular 4220.1F of the Federal Transit Administration ("FTA"), and the Federal Transit Administration Master Agreement (Form "FTA MA(15)," October 1, 2008) as may be amended, are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon METRO as "grantee" are hereby imposed upon Subgrantee, and those rights reserved by DOT, FTA or Government are hereby reserved by METRO.

2. **Accomplishment of the Project:** Subgrantee shall accomplish the Project in a timely and satisfactory manner, in conformance with the work program and project budget contained in the appendices hereto, and in compliance with the terms and conditions contained herein. Subgrantee may accomplish all or any portion of the Project by procurement through subcontractors in accordance with 49 CFR § 18.36, FTA Circular 4220.1F, and the ARRA.

3. **Project Accounts, Funds and Cost**

a. **Accounts:** In conducting accounting activities, Subgrantee shall comply with provisions contained in 49 CFR Part 18.

b. **Funds:** Subgrantee will contribute in cash and/or professional services such percentages of the expenses incurred in the performance of this Agreement as are specified in Appendix B, Project Budgets, provided that METRO passes through the remaining percentages in cash received from the FTA ARRA grant.

c. **Allowable Costs:** METRO shall reimburse Subgrantee for those services and expenses required to perform the work in accordance with the project budgets (Appendix B). Reimbursement shall be in accordance with the cost principles set forth in Office of Management and Budget Circular A-87, Revised, "Cost Principles Applicable to Grants and Contracts with State and Local Governments." Notwithstanding any provisions herein, METRO's reimbursement responsibility under this section is limited to the ARRA funding METRO actually receives under the federal grant, which is the subject of this Agreement.

d. **Record Retention:** Subgrantee will retain intact and accessible all data, documents, reports, records, contracts and supporting materials relating to the Project during the course of the Project and for three years thereafter or until 3 years after any litigation related to this agreement or the funding herein concludes, whichever is longer.

e. **Access to Records**: Upon request, Subgrantee agrees to permit the Secretary of Transportation and the Comptroller General of the United States, METRO, or their authorized representatives, to inspect all of the Project's work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subgrantee and its contractors pertaining to the Project. In accordance with 49 U.S.C. § 5325(a), Subgrantee agrees to require each third party contractor whose contract award is not based on competitive bidding procedures to permit the Secretary of Transportation, the Comptroller General of the United States and METRO, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract and to audit the books, records, and accounts involving that third party contract as it affects the Project.

f. **Audit**: Subgrantee will provide thorough and complete accounting for all funds expended in the performance of this work, to the extent that such funds are provided by METRO as set forth in Section 3 of this Agreement, consistent with 49 Code of Federal Regulations, Part 18.37(b). Subgrantee shall be responsible for meeting audit requirements of the Single Audit Act of 1996, 31 U.S.C. §§ 7501 et seq., in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and any revision or supplement thereto. Subgrantee shall annually submit to METRO one copy of its audit completed in accordance with the above-described single audit requirements within 30 days after completion of the audit, but not later than one year after the end of the audit period.

4. **Project Reporting**

a. **Narrative Progress Report**: Subgrantee shall prepare a narrative progress report covering accomplishments during regular three-month periods. These periodic reports shall contain the following information: a description of the work completed during the period; tasks expected to be performed during the next period, and explanations of problems or delays encountered or anticipated. The three-month reporting periods shall end December 31, March 31, June 30 and September 30. The narrative progress reports shall be delivered to METRO within five (5) calendar days after the end of each reporting period.

b. **Financial Report**: Subgrantee shall prepare a financial report covering the same reporting periods specified in 4.a. above. These reports shall include, but not be limited to, a balance sheet and a project expenditure statement by line item code. Financial reports shall be delivered to METRO five (5) calendar days after each three-month period.

c. **ARRA Reporting Requirements**: Subgrantee agrees to comply with the reporting requirements of ARRA pursuant to Appendix A-2.

5. **Requisitions**: Subgrantee shall prepare requisitions for reimbursement for services performed and/or expenses incurred under this Agreement. Such requisitions shall be signed by Subgrantee's Executive Director or a designated representative thereof. Subgrantee shall maintain records of payroll distribution, receipted bills, procurement documents, including

pre-and post-delivery audits and all records required in the FTA Master Agreement and such other documentation as may be reasonably required by METRO. Records shall be maintained for a minimum of three (3) years after the Project is completed or until three (3) years after any litigation related to this Agreement or the funding herein concludes, whichever is longer. Requisitions shall be accompanied by supporting documentation. If a requisition includes payment for work performed under subcontract, copies of the contractor invoices and proof of payment shall be enclosed.

6. **Payment:** METRO shall pass through funds to Subgrantee within ten (10) working days, following the approval of requisitions and the subsequent receipt of funds from FTA.

7. **Project Property:** Subgrantee agrees to comply with the property management standards of 49 CFR §§ 18.31-18.34 and Section 19 of the FTA Master Agreement.

8. **Changes:** No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

9. **Termination:** METRO may terminate this Agreement, in whole or in part, at any time upon five working days' prior written notice. Subgrantee shall submit a requisition to METRO for an amount representing the costs incurred, or which a binding contract promises to incur, up to the effective date of termination, provided Subgrantee has not been previously reimbursed for such costs.

10. **Indemnification:** Subgrantee shall indemnify, defend, and hold harmless METRO (including its Board of Directors, representatives, agents, officers, and employees) from and against all claims, demands, losses, damages, or defense costs (collectively "Claims"), whether direct or indirect, that METRO may incur, but only in proportion to and to the extent that such Claims arise out of the negligent or wrongful acts or omissions of the Subgrantee's (including its agents, officers, and employees) performance of this Agreement. The indemnification provisions set forth above include any claims or actions by third parties against METRO as a result of Subgrantee's negligent or wrongful acts or omissions related to Subgrantee's use of the vehicles, which are purchased with the funds passed through pursuant to this Agreement and to any loss of federal funding experienced by METRO due to a finding of ineligibility as a result of Subgrantee's refusal, neglect or failure to perform any or all of the federal requirements which are a part of this Agreement and required to be performed by the Subgrantee as a result of this Agreement.

11. **Additional Federal Clauses and Provisions:** Those federally-funded clauses set forth in Appendix A-1, attached hereto and incorporated herein by this reference, apply to this Agreement. Appendix A-1 is not meant to be an exhaustive list of federal clauses that apply to this Agreement. Subgrantee agrees that the provisions set forth in Appendix A-2 apply to ARRA assistance authorized under Pub. L. 111-5, February 17, 2009, and agrees to comply with the requirements thereof, except to the extent the FTA determines otherwise in writing. These

ARRA Funds Pass Through Agreement (989 Agreement)
METRO and University of California, Santa Cruz

requirements, where applicable, shall be incorporated into any ARRA-assisted contracts Subgrantee enters into with third parties.

12. **Independent Contractor:** No relationship of employer and employee or partnership between METRO and the Subgrantee is created by this Agreement.

APPENDIX A-1

ADDITIONAL FEDERAL REQUIREMENTS

- I. Civil Rights
 - A. Equal Employment Opportunity
 - B. Title VI
 - C. Disadvantaged Business Enterprise (DBE)
 - D. Access Requirements for Individuals with Disabilities
- II. Equipment Purchases
 - A. Buy America
 - B. Cargo Preference
 - C. Fly America
- III. Construction
 - A. Davis-Bacon Act
 - B. Contract Work Hours and Safety Standards Act
 - C. Copeland Anti-Kickback Act
- IV. Design and Construction
 - A. Utility Relocation
 - B. Seismic Standards
- V. Development Work
 - A. Rights in Data
 - B. Patent Rights
- VI. Environmental Requirements

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METRO and University of California, Santa Cruz

- A. State Energy Conservation Plan
- B. Clean Air and Water Pollution Acts

VII. Rolling Stock Requirements

- A. Audits
- B. Motor Vehicle Safety and Pollution
- C. DBE Certification of Transit Vehicle Manufacturer
- D. Testing

I. CIVIL RIGHTS

A. **Equal Employment Opportunity**: In the performance of services under this Agreement, Subgrantee shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, marital status or sex, in any manner prohibited by federal, state or local laws. Subgrantee shall comply with Department of Labor regulations at 41 C.F.R. Parts 60 et seq., which will implement Executive Order 11246 as amended by Executive Order 11375.

Subgrantee shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, sex, color or national origin. 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. Subgrantee agrees to include these requirements in its contracts, and to require its contractor(s) to include these requirements in any subcontract, except subcontracts for standard commercial supplies or raw materials.

B. **Title VI**: Subgrantee agrees to comply, and to assure compliance by its contractor(s), with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and the regulations of the U.S. Department of Transportation issued thereunder, 49 CFR Part 21, incorporated herein by reference. Title VI programs must adhere to Circular 4702.1A, released May, 2007.

C. **Disadvantaged Business Enterprises (DBE)**: Subgrantee shall comply with the METRO's Disadvantaged Business Enterprises (DBE) Program pursuant to the federal requirements of 49 C.F.R. Part 26. Subgrantee shall ensure non-discrimination on the basis of race, color, sex or national origin in the award and administration of FTA-assisted contracts. The METRO's DBE Program requirements are specified in the Diversity Program for Contracts, available in the METRO's DBE Program Office ("Office").

Annual overall goals for DBE participation in METRO U.S. D.O.T.-assisted contracts are established by METRO's Board of Directors on a fiscal year basis. These goals reflect the availability of willing and able DBEs that would be expected to participate in METRO contracts absent the effects of discrimination. The goals are calculated as a percentage of the total amount of U.S. D.O.T. funds that the METRO expects to expend on contracting opportunities during the fiscal year. The annual overall goal for FTA-assisted contracts for FY 2009 is 1.32%. The METRO intends to consider federal funds paid to Subgrantee's contractors for the Project in its calculation of its annual DBE participation.

Subgrantee shall therefore include DBE Program requirements in the FTA-assisted contracts it awards and shall take all appropriate steps to encourage the participation of DBEs, including consulting with the METRO's outreach officer at (415) 257-4581. The Office shall

make available to Subgrantee and its bidders the DBE Database of all DBE firms certified to participate in the METRO's DBE Program as a resource to assist Subgrantee and its bidders in soliciting bids and sub bids from potential contractors, subcontractors, and suppliers. The DBE Database does not in any way prequalify the certified firms with respect to licensing, bondability, competence or financial responsibility. The Office also maintains a list of organizations that promote DBE participation in contracts which will be provided upon request.

D. Access Requirements For Individuals With Disabilities: Subgrantee agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

II. PREFERENCE FOR UNITED STATES PRODUCTS AND SERVICES

A. Buy America Requirements

Buy America - Subgrantee's contractor(s) must agree to comply with 49 U.S.C. § 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver, listed in 49 CFR 661.7.

B. Cargo Preference Requirements

Subgrantee agrees to ensure that its contractors will comply with 46 U.S.C. § 1241 and 46 CFR Part 381, regarding use of United States-Flag Vessels for equipment, materials or commodities transported by ocean vessel.

C. Fly America

Subgrantee agrees to ensure that its contractors will comply with 49 U.S.C. § 40118 and 41 C.F.R. §§ 310.131 through 301.143, regarding the use of United States-Flag Air Carriers for the international air transportation of any persons involved in, or property acquired for, the Project.

III. EMPLOYEE PROTECTIONS: CONSTRUCTION

A. Davis-Bacon Act

Subgrantee agrees to include applicable provisions of the Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), the Davis-Bacon Act, 40 U.S.C. §§ 276a - 276a(7), and Department of Labor Regulations, 29 C.F.R. Part 5 in all construction contracts in excess of \$2,000.

B. Contract Work Hours And Safety Standards Act

Subgrantee agrees to include applicable provisions of the Contract Work Hours and Safety Standards Acts, 40 U.S.C. §§ 327-333, and implementing Department of Labor Regulations, 29 C.F.R. Part 5, in all construction contracts in excess of \$2,000 and all turnkey, rolling stock and operational contracts (excluding contracts for transportation services) in excess of \$2,500.

C. Copeland Anti-Kickback Act

Subgrantee agrees to ensure that all third-party contractors and subcontractors with construction contracts comply with Copeland Anti-Kickback Act (40 U.S.C. § 276c (1995); 29 C.F.R. § 3 (1995); 29 C.F.R. § 5 (1995)).

IV. DESIGN AND CONSTRUCTION

A. Utility Relocation

If Subgrantee relocates and/or rearranges privately or publicly owned utilities as part of the Project, Subgrantee shall execute a Utility Relocation Agreement with the entity responsible for the facilities prescribing the procedures for the relocation and/or rearrangement of the facilities for the purpose of accommodating the Project.

B. Seismic Standards

Subgrantee agrees to comply with the seismic design and construction requirements as may be applicable to the Project under 49 C.F.R. Part 41.

V. DEVELOPMENTAL WORK

A. Rights in Data

Subgrantee shall ensure, in accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, that the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any Project data or copyright as defined in the FTA Master Agreement.

B. Patent Rights

If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement to which this Appendix has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Subgrantee agrees to take actions necessary to provide

immediate notice and a detailed report to METRO and to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

VI. ENVIRONMENTAL REQUIREMENTS

A. State Energy Conservation Plan

Subgrantee shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq., and shall require its contractor(s) to comply with these provisions.

B. Clean Air And Water Pollution Acts

Subgrantee agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act, 42 U.S.C. §§ 7501 et seq., the Clean Water Act, 33 U.S.C. §§ 1251 et seq., Executive Order 11738, and Environmental Protection Agency regulations, 40 CFR Part 15, and shall require its contractor(s) to comply with these provisions.

VII. ROLLING STOCK

A. Audits

Subgrantee agrees to comply with the requirements of 49 U.S.C. Section 5323(l) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663.

B. Motor Vehicle Safety and Pollution

Subgrantee agrees to ensure that any vehicles procured pursuant to this Agreement are, or will be on the date of manufacture, in compliance with the following: (1) all applicable requirements and regulations of United States Environmental Protection Agency, including but not limited to "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines" (40 CFR Part 85), "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures" (40 CFR Part 86) and "Fuel Economy of Motor Vehicles" (40 CFR Part 600); (2) all applicable regulations and requirements of United States Department of Transportation, including the Federal Motor Vehicle Safety Standards; and (3) all applicable requirements and regulations of the State of California Highway Patrol.

C. DBE Certification of Transit Vehicle Manufacturer

Subgrantee agrees to ensure that all third-party contractors engaged in transit vehicle manufacturing comply with FTA certification requirements for DBE subcontracting, 49 CFR Section 23, Subpart D.

D. Testing

Subgrantee agrees to comply with applicable provisions of the Federal Transit Act and the Code of Federal Regulations, Title 49, Part 665, regarding testing of new vehicle models.

APPENDIX A-2

**ADDITIONAL PROVISIONS FOR PROJECTS FUNDED UNDER THE AMERICAN
RECOVERY AND REINVESTMENT ACT**

- I. INTEGRITY.** Subgrantee agrees that all data it submits to FTA in compliance with ARRA requirements will be accurate, objective, and of the highest quality.
- II. VIOLATIONS OF LAW.** Subgrantee agrees that it shall report any credible evidence that a principal, employee, agent, contractor, subrecipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- III. EMBLEMS.** Subgrantee agrees to identify projects supported by FTA by attaching the appropriate emblems as the Federal Government may require.
- IV. REPORTING REQUIREMENTS.** In addition to other Federal reporting requirements applicable to the type of projects undertaken, the Subgrantee agrees to:
- (A) Comply with the reporting requirements of ARRA, Section 1201(c) and (f), as amended from time to time; and
 - (B) Comply with the reporting requirements and deadlines of ARRA, Section 1512, as amended from time to time.
 - (C) Obtain a Dun and Bradstreet Universal Numbering System (“DUNS”) number (www.dnb.com). METRO is registered with Dun & Bradstreet and with the Central Contractor Registry. Subgrantee is also registered with Dun & Bradstreet and with the Central Contractor Registry.

The recipient report on the use of the funds and compliance with the National Environmental Policy Act shall be submitted on the SF-PPR-Recovery form not later than ten (10) days after the end of each calendar quarter to the FTA. Subgrantee agrees to maintain active and current profiles in the Central Contractor Registration (www.ccr.gov), and shall require its contractor(s) to maintain active and current profiles in the Central Contractor Registration if any Federal and/or state authorities require such.

- V. FURTHER REQUIREMENTS.** Subgrantee agrees to comply with applicable future Federal and/or state requirements, including reporting requirements, that may be imposed on the use of ARRA funds.

APPENDIX B

Subgrantee Project Information

Scope of Work:

Purchase of paratransit vehicles appropriate for use in the UCSC Disability Van Service program.

Project Benefits:

Maintain high quality service levels in the Disability Van Service program which allows continued full access to campus life for all students, staff, faculty or visitors of UCSC who live with a permanent or temporary disability.

Project Budget: \$125,000 (100% ARRA funds)
 \$3,000 Local Match if required: UCSC will provide the funds necessary above the grant amount should the purchase of the vehicles exceed the \$125,000 grant.

Attachment B

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

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SANTA BARBARA • SANTA CRUZ

OFFICE OF SPONSORED PROJECTS
TEL: (831) 459-2778
FAX: (831) 459-4989

SANTA CRUZ, CALIFORNIA 95064

September 24, 2010

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

Attn: Ms. Tove Beatty, Grants/Legislative Analyst

Re: P.I.: Teresa Buika, 989 Agreement

Dear Mr. White:

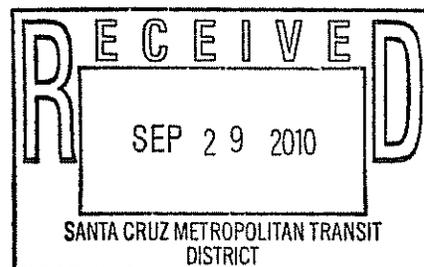
The Regents of the University of California at Santa Cruz would like to formally request a no-cost-time extension for the above mentioned agreement with the District. This agreement is set to end 9/30/10. We would like to request a 90-day extension to 12/31/10 for this agreement. Our agreement was established for the undertaking of purchasing Paratransit vehicles. These vehicles have been ordered and are set for delivery in the next few days. We are requesting the extension to ensure that the proper vehicle inspection is made and that the final invoice and payment can be made to the vendor.

Thank you for your generous support and relationship. Should you have any matter dealing with this request for this grant, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Suzanne M. Ziegler".

Suzanne M. Ziegler
Grant and Contract Officer
Office of Sponsored Projects
831.459.1731 (telephone)
831.459.3519 (fax)
sziegler@ucsc.edu



6-19.b1

ATTACHMENT C

EXTENSION AMENDMENT TO 989 AGREEMENT

WITNESS: This Agreement has been entered into by and between the

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(hereinafter "METRO")

and

The University of California Santa Cruz
(hereinafter "Subgrantee")

for the undertaking of:

Paratransit Vehicle Purchase
(hereinafter "Project")

RECITALS

WHEREAS, the American Recovery and Reinvestment Act of 2009 ("ARRA") was enacted on February 17, 2009 and includes funding for transit capital improvements; and

WHEREAS, an ARRA Transit Funding grant for transit capital improvements is available from the Federal Transit Administration ("FTA") and will be disbursed by the Santa Cruz Metropolitan Transit District ("METRO"); and

WHEREAS, Subgrantee desires to use the ARRA Transit Funding grant to undertake the following transit capital improvement project: purchase of paratransit vehicles; and

WHEREAS, under applicable ARRA grant requirements, only an eligible recipient may serve as the direct recipient of the ARRA funds and enter into a formal grant contract with the FTA; and

WHEREAS, applicable FTA and ARRA regulations permit an eligible recipient to pass ARRA funds through to another agency to carry out the purposes of the ARRA grant agreement as a subrecipient provided that the recipient enters into a written agreement with the subrecipient

and passes through the grant requirements to the subrecipient; and

WHEREAS, METRO, an eligible recipient of ARRA funds, is willing to pass through such funding to the Subgrantee, which is ineligible to receive ARRA funds directly; and

WHEREAS, METRO and Subgrantee entered into a formal contract pursuant to which ARRA grant funds were passed through METRO to Subgrantee for implementation of the Project, effective April 10, 2009 and the project was to be completed by September 30, 2010; and

WHEREAS, METRO and Subgrantee wish to extend the Agreement from October 1, 2010 until March 31, 2011 to allow Subgrantee to finalize the modifications to the paratransit vehicles,

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

TERMS AND CONDITIONS

The Project shall be undertaken and accomplished in accordance with the terms and conditions specified in the original Agreement, and the parties' intentions with regard to the Federal ARRA funds, which are the subject of this Agreement.

The effective date of this Extension Amendment to 989 Agreement shall be October 1, 2010. The Project shall be completed on or before March 31, 2011.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto:

SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

AND REGENTS OF THE UNIVERSITY OF
CALIFORNIA: SANTA CRUZ CAMPUS

By: _____

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Attorney for METRO

Attorney for The Regents of the University
of California

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR HASTUS ANNUAL MAINTENANCE AND SUPPORT WITH GIRO, INC.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract for Hustus Annual Maintenance and Support with Giro, Inc.

II. SUMMARY OF ISSUES

- Since 1985, various version upgrades of Hustus software have been in use at Santa Cruz METRO for producing quarterly fixed-route vehicle schedules and operator bids, which are exported to a legacy system for bidding, absence tracking, and daily dispatch.
- As part of the ARRA federal stimulus grant funding, Santa Cruz METRO is in the process of replacing this 25-year-old Operations Bidding/Dispatch software with a complete integrated suite of Hustus modules.
- In the first part of this ARRA funded project, Santa Cruz METRO upgraded to the 2009 version of the existing Hustus scheduling modules which have been essential to furthering Staff's effort to find new ways to create more cost effective service.
- As a result of acquiring new modules and upgrading existing modules, Santa Cruz METRO's Hustus annual maintenance fees will proportionately increase during 2011 and 2012 to the full annual amount of approximately \$69,000.
- The equivalent of one full year of annual maintenance cost (approximately \$69,000) is covered through the ARRA grant capital funding, then will be budgeted in the IT Department operational budget.
- The terms of the maintenance contract itself have not changed notably.

III. DISCUSSION

In 2003, Santa Cruz METRO upgraded its Hustus scheduling and run-cutting software from a very old character based Unix version to "Hustus 5", a windows-based version, adequate for the purpose and budget at the time. As part of the conversion cost, Hustus software vendor Giro supplied basic on-site training and continued to support Santa Cruz METRO during the

extensive conversion process and learning curve. This initial upgrade was a big step forward for Santa Cruz METRO. In Fall 2005 Santa Cruz METRO was required to comply with the newly enacted IWC-9 state regulation in which bus operators are mandated to have meal and rest breaks unless under certain circumstances. This necessitated an immediate upgrade to “Hastus version 2006”. The recent “Hastus 2009” upgrade has enabled staff to achieve incremental improvements in service efficiency while correcting various operational issues.

In 2010, ARRA federal stimulus funding was awarded to Santa Cruz METRO to acquire the Hastus modules to replace our legacy dispatch software, as well as to improve route planning with geographic mapping module and ridership surveying module. All existing scheduling modules were upgraded to “Hastus version 2009”, as a foundation to the introduction of new modules currently being specified and developed. Staff has made additional improvements in service efficiency due in part to this most recent scheduling upgrade and training.

As a result of acquiring new modules, and upgrading our existing ones, Santa Cruz METRO’s annual maintenance fees will increase. Annual maintenance license fees are based on all combined software module licenses in maintenance during a given year, and covers technical support and bug fixes to the installed software modules. Our maintenance agreement is renewable on Jan 1st of each year, and modules becoming “in-maintenance” mid-year are pro-rated.

While our annual maintenance cost will increase proportionately to the full annual amount of approximately \$69,000 during 2011 and 2012 due to the new modules acquired, the equivalent of one full year of annual maintenance cost is covered through the ARRA grant capital funding. Annual maintenance will subsequently be budgeted in the IT Department operational budget.

The terms of the maintenance contract itself have not changed notably, only the increased number of software modules to be covered in subsequent years. This maintenance contract is open-ended, cancelable with two months notification, and has an automatic renewal clause. There are options that we do not intend to exercise, which would result in increased maintenance/license costs (Attachment A, section 1.3) Due to the proprietary nature of the software, the maintenance contract is a sole source item. Required FTA clauses were included in the original purchase of the software.

Staff recommends that the Board of Directors review the Hastus Maintenance and Support Contract and authorize the General Manager to execute the contract and approve payment to Giro, Inc. in the amount of \$24,190 for the first year of the contract.

IV. FINANCIAL CONSIDERATIONS

FY11 maintenance cost of \$24,190 is budgeted for in the IT Department operational budget.

V. ATTACHMENTS

Attachment A: Hastus Maintenance and Support Contract (ref# 617-4)

Prepared By: Harlan Glatt, Senior Database Administrator
Date Prepared: December 8, 2010

**HASTUS
MAINTENANCE AND SUPPORT CONTRACT
(Reference number: 617-4)**

ENTERED INTO BETWEEN:

GIRO INC./LE GROUPE EN INFORMATIQUE ET RECHERCHE OPÉRATIONNELLE, having its principal place of business at 75, Port-Royal Street East, Suite 500, in the city of Montreal, Province of Quebec, Canada, H3L 3T1.

(hereinafter referred to as "GIRO")

AND:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, having its principal place of business at 110 Vernon Street, Santa Cruz, California, USA 95060.

(hereinafter referred to as the "Client")

FOR:

The software *HASTUS-Vehicle*, *HASTUS-Crew*, *CrewOpt*, *HASTUS-Roster*, *Minbus*, and *HASTUS-ATP* version 2009 (hereinafter referred to as "Software") used by the Client for the operation of a maximum of eighty (80) peak vehicles

Starting on January 1, 2011 for successive periods of one year each.

1. SERVICES PROVIDED

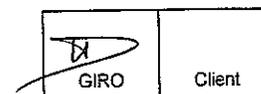
GIRO will provide the Client with the following services beginning on the Commencement Date of this Agreement specified above and conditionally on payment of annual charges for support and maintenance as defined in Section 2:

1.1 GIRO will assign, in a maximum delay of 24 hours, an employee to correct a Software defect, once the Client has provided GIRO with a detailed description of the said defect. For the purposes of this Agreement, a defect is considered to exist when the Software does not perform according to the description given in the appropriate version of the User Guide and online help and when the said defect affects the performance of the Software. Correction of any problems due to one or several of the following causes is excluded from this Agreement: an accident, a disaster, faulty use of Software, inappropriate use of the Software, additions and/or modifications which are made to the Software by other than GIRO's personnel except if these additions and/or modifications have been done with prior approval by GIRO, a change to an unsupported version of operating system or database management system, and failure to supply the necessary facilities for correct operation of the Software.

1.2 Electronic mail and telephone support are available from Monday to Friday inclusively from 9 a.m. to 5 p.m. (Eastern Standard Time) excluding Québec public holidays.

1.3 Availability for the Client, without additional licence fees, of all additions and improvements made to the Software by GIRO for other customers, excluding new modules or new products. These improvements or additions to the Software could be a new report, a new command or a new function. If requested by the Client, they can be adapted and/or installed by GIRO on the Client's version of the Software without any additional licence fees related to their purchase. New versions of the Software up to release 2011 are also available without additional licence fees. Charges relative to the installation of these additions, improvements or new version by GIRO, if applicable, will be payable by the Client and invoiced separately. Any charges relative to third party software licences are also payable by the Client.

1.4 A 20% discount on the licence fee is accorded to the Client when a new module of *HASTUS* is added to *HASTUS-Vehicle* and *HASTUS-Crew*. This discount is valid only if the Client has maintained a Maintenance and Support Contract without interruption since the initial installation of the Software.



2. TERMS AND CONDITIONS

2.1 For services specified in Section 1, the Client will pay GIRO a fee of \$24,190 US. The total amount is payable upon receipt of an invoice from GIRO when the Agreement comes into effect. Amounts due for renewal will be invoiced by GIRO each year on the anniversary of the original Agreement.

2.2 The annual fee includes the following direct expenses: telephone charges, fax and courier incurred by GIRO during the provision of the services specified in this Agreement. Travel and living expenses that may be incurred are not included.

2.3 The present Agreement is automatically renewed for successive periods of one year each.

2.4 The Client may cancel the present Agreement by notifying GIRO in writing two (2) months before the renewal date of the present Agreement.

2.5 GIRO will notify the Client of any increases to the price of the Support and Maintenance Contract at least three (3) months before the annual renewal date.

2.6 All charges quoted or understood in the present Agreement will be increased as necessary to reflect any applicable taxes in effect at the time that the monies become due.

2.7 The Client will supply GIRO with a method to access the installed Software remotely for maintenance and support purposes.

2.8 GIRO undertakes not to reveal any of the Client's confidential information acquired during product installation and support activities without the express authorization of the Client.

The Client acknowledges that he has read this Agreement, understood it, and has agreed to be bound by its terms and conditions. Further, he agrees that it is the complete and exclusive statement of the Agreement between the parties and that it supersedes all proposals or prior Agreements, oral or written, and all other communications between the parties relating to its subject matter.

At Montreal, this 27 day of October 2010

GIRO INC./LE GROUPE EN INFORMATIQUE ET RECHERCHE OPÉRATIONNELLE

Per:

Name: Daniel Dubuc

Title: Director, Finances

Signature: 

Duly authorized, as he so declares.

At _____, this ____ day of _____.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Per:

Name: _____

Title: _____

Signature: _____

Duly authorized, as he/she so declares



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

FROM: Robyn D. Slater, Human Resources Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR DELTA DENTAL INSURANCE COVERAGE AND SIGN THE STABILIZATION CONSENT AGREEMENT THROUGH THE CALIFORNIA STATE ASSOCIATIONS OF COUNTIES EXCESS INSURANCE AUTHORITY (CSAC-EIA-EIA).

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors authorize the General Manager to execute the Memorandum of Understanding (Attachment A) and sign Stabilization Consent Agreement (Attachment B) for Delta Dental Insurance coverage through CSAC-EIA.

II. SUMMARY OF ISSUES

- In November 2010, the Board of Directors approved a contract with Alliant Insurance Services Inc., for dental insurance coverage from Delta Dental insurance through CSAC-EIA.
- By procuring the dental insurance through CSAC-EIA Santa Cruz METRO's premium costs are lower than procuring dental insurance directly from Delta Dental.
- At the time of the November Board Report, staff was unaware of the requirement to execute a Memorandum of Understanding and sign the Stabilization Consent Agreement with CSAC-EIA for access to Delta Dental insurance through CSAC-EIA.
- Santa Cruz METRO already has a stabilization program in place with Delta Dental insurance and has benefited from lower premiums because of the program.
- Santa Cruz METRO has a long standing relationship with CSAC-EIA and has executed MOU's with CSAC-EIA in the past for access to excess workers' compensation insurance.

III. DISCUSSION

In November the Board of Directors authorized the General Manager to execute a contract with Alliant Insurance Services Inc., for dental insurance coverage from Delta Dental insurance. By acquiring the dental insurance through the California State Association of Counties Excess Insurance Authority (CSAC-EIA) Santa Cruz METRO would be able to receive the insurance at a lower premium cost with no changes to the coverage.

At the time of the November board report staff was unaware of the need for the executed Memorandum of Understanding (MOU) and the Stabilization Consent Agreement. Santa Cruz METRO is already a member of CSAC-EIA and has a current MOU for access to excess workers' compensation insurance. Santa Cruz METRO's past experience with CSAC-EIA has been positive.

Santa Cruz METRO already has a Stabilization program in place with Delta Dental. This allows Santa Cruz METRO to use any savings from premium payments in the previous year towards a reduced premium cost in the future year. By signing the Stabilization Consent Agreement Santa Cruz METRO will receive a reduction in premiums for the upcoming year.

IV. FINANCIAL CONSIDERATIONS

Funding for the Dental Insurance premium costs is contained in the operating budget.

V. ATTACHMENTS

- Attachment A:** Memorandum of Understanding, Dental Program
Attachment B: Stabilization Consent Agreement
Attachment C: November 19, 2010 Board of Directors staff report 5.14

Prepared By: Robyn D. Slater, Human Resources Manager
Date Prepared: December 9, 2010

Attachment A



Adopted: October 26, 2009

MEMORANDUM OF UNDERSTANDING DENTAL PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between the CSAC Excess Insurance Authority (hereafter “Authority”) and the participating entities (hereafter Members) that are signatories to this Memorandum.

1. **CREATION OF THE PROGRAM.** There is hereby created by this Memorandum the Dental Program (hereafter “Program”).
2. **JOINT POWERS AGREEMENT.** Except as otherwise provided herein, all terms used shall be as defined in Article 1 of the Joint Powers Agreement Creating the CSAC Excess Insurance Authority (hereafter “Agreement”), and all other provisions of the Agreement not in conflict with this Memorandum shall apply.
3. **PURPOSE.** The Program is formed for the purpose of establishing a self-insured pool and group purchase pool for administrative services related to the Program.
4. **GOVERNING COMMITTEE.** The EIA Employee Benefits Committee (hereafter “Committee”) shall have full authority to determine all matters affecting the Program and its members, including, but not limited to, approval of new members, and premium/rate setting. A majority of members of the Committee must be members of the Program.

A majority of the members of the Committee shall constitute a quorum for the transaction of business. All actions of the Committee shall require the affirmative vote of a majority of the members of the Committee.

Except as otherwise provided herein, the Committee shall be authorized to do such acts as are reasonably necessary to further the purposes of this Memorandum and implement its provisions.

The Committee when necessary to fulfill the purposes of this Memorandum, shall meet on the call of the Chair of the Committee as provided in Article 12 of the Agreement and Article VI of the Bylaws of the Authority (hereinafter referred to as the “Bylaws”).

Any meeting of the Committee shall be subject to the applicable provisions of Government Code §54950 et seq., commonly know as the “Brown Act.”

Attachment A

Dental Program

Memorandum of Understanding

Adopted: October 26, 2009

5. **PREMIUM.** Initial premiums upon entry into the Program for both Pool members and Self-Insured Members shall be established by Delta Dental of California (hereafter "Delta Dental") in consultation with the Committee, actuaries and/or other consultants.
6. **MEMBERSHIP.** Membership in the Program consists of either of the following:
 - a. A "Pool Member" is defined as a Member who joins the Program and is part of the self-insured pooled Program, or
 - b. A "Self-Insured Member" is defined as a member who participates in the group purchase Program for administrative services and is fully responsible for their own dental Program.
7. **MINIMUM PARTICIPATION LEVEL.** The Committee shall establish a minimum participation level in order for the Program to become effective. The Memorandum shall not be binding upon any Member unless the minimum level of participation is reached to begin the Program. This Memorandum shall remain in force should the participation level subsequently fall below the minimum established by the Committee.
8. **PROGRAM PARTICIPATION.** Adoption of this Memorandum by a Member allows for participation in the Program. Participation in the Program may be in either the Self-Insured Pool or the Group Purchase Pool. A Member shall be entitled to participate in the Program until it has withdrawn in accordance with the provisions of paragraph 17 of this Memorandum.
9. **RENEWALS.** Renewal rate action will be determined by the Committee with assistance from Delta Dental, actuarial or other consultants for the Pool Members. The renewal action for the Self-Insured Member will be determined by the Member in conjunction with assistance from Delta Dental, actuaries and/or other consultants. Pool Members that have Legacy Premium Stabilization Funds (see paragraph 11.a.) may use those funds to offset renewal rate increases.
10. **BILLINGS AND LATE PAYMENTS.** Billing dates, payment due dates, and any late fees and/or penalties will be set by the Committee. All Members will receive separate notification of any changes in due dates and/or penalty fees at least 30 days prior to effective date of any such change.

Notwithstanding any other provisions to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Committee,

Attachment A

Dental Program

Memorandum of Understanding

Adopted: October 26, 2009

any Member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

11. **PREMIUM STABILIZATION FUNDS.** Premium Stabilization Funds as set forth apply only to Pool MEMBERS.
 - a. Legacy Premium Stabilization Fund. Current Delta Dental Member who are fully insured with Delta Dental are required to have their stabilization funds (if any) transferred to the EIA upon entry into the Program. These funds will be accounted for individually for the Member's use. If the Member leaves the Program with a fund balance remaining, those funds remain in the Program and the Member has no equity rights to those funds.
 - b. Program Premium Stabilization Fund. The Program Stabilization Fund shall consist of accumulated excess reserves (in excess of the required Incurred But Not Reported (IBNR) and margin requirements) generated by the Program with all years combined on a go forward basis. The Committee shall have authority to determine the use of these funds. These funds are not Member specific and they are separate from the Legacy Premium Stabilization Funds
12. **STABILIZATION INTEREST.** Interest generated by both premium stabilization funds are available for the Committee to use for any purpose, including administrative fees, rate offsets, or claim payments.
13. **DIVIDENDS AND ASSESSMENTS (Applicable to Pool Members Only).** Should the Program not be adequately funded for any reason, pro-rata assessments to the Members may be utilized to ensure the approved funding level for applicable policy periods. Any assessments, which are deemed necessary to ensure approved funding levels, shall be made upon the approval of the Committee in accordance with the following:
 - a. Any dividends or assessments shall be based upon the preceding three years of percent of contribution for losses for Pooled Members only.
 - b. Self-Insured Members shall not be eligible for dividends or assessments.
14. **APPROVAL OF NEW MEMBERS – APPLICATION TO THE PROGRAM.** Any public entity wishing to become a Member of the Program shall make application

Attachment A

Dental Program

Memorandum of Understanding

Adopted: October 26, 2009

- to and be approved by a majority vote of the Committee in a manner prescribed by them. The Committee shall develop specific criteria for accepting new members.
15. **COVERAGE DOCUMENTS.** Coverage documents shall be issued by Delta Dental to each individual Member and Delta Dental shall determine coverage for each Member in the Program. Coverage shall be governed in accordance with these documents. Any changes to the benefits are as determined by the Member subject to Delta Dental, Committee, actuarial, and/or other consultants pricing requirements.
 16. **CLAIMS ADMINISTRATION.** The Committee shall authorize the retention of the services of Delta Dental to provide claims services for the Program.
 17. **WITHDRAWAL.** Withdrawal of a Member from the Program shall be as follows:
 - a. Pool Member. After becoming a participant in the Program a Pool Member may withdraw from the Program at the end of a policy year only if it provides the AUTHORITY with sixty (60) days written notice prior to the end of the policy year.
 - b. Self-Insured Member. After becoming a participant in the Program a Self Insured Member may withdraw from the Program at the end of their specific policy year period by giving the Authority sixty (60) days written notice prior to the end of their specific policy year period.
 18. **LIASION WITH THE AUTHORITY.** Each Member shall maintain staff to act as liaison with the Authority and Delta Dental and between the Member and the Authority's and Delta Dental's designated representative
 19. **DISPUTES.** The Committee shall first determine any question or dispute with respect to the rights and obligations of the parties to this Memorandum, however, all final determinations shall be in accordance with Article 31 of the AGREEMENT.
 20. **ADMINISTRATION COSTS.** The Authority shall be entitled to assess annual administration costs associated with the Program. Administrative costs for the Program shall be determined through the Authority's budget process. The source of the funds for the Program will be administrative charges, interest earnings or a combination of both.

Attachment A

Dental Program

Memorandum of Understanding

Adopted: October 26, 2009

21. **COMPLETE AGREEMENT.** Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.
22. **SEVERABILITY.** Should any provision of this Memorandum be judicially determined to be void or unenforceable, such determination shall not affect any remaining provision.
23. **AMENDMENT OF MEMORANDUM.** This Memorandum may be amended by a majority vote of the Committee and signature on the Memorandum by the Member's designated representative, or alternate who shall have authority to execute this Memorandum.
24. **EFFECTIVE DATE.** This Memorandum shall become effective on the first effective date of coverage for the Member and upon approval by the Committee and the signing of this agreement by the Members and Chief Executive Officer of the Authority.
25. **EXECUTION IN COUNTERPARTS.** This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed the Memorandum as of the date set forth below.

Dated: October 26, 2009



CSAC Excess Insurance Authority
Michael D. Fleming, Chief Executive Officer

Dated: _____

Name _____

Member Entity _____

Attachment B



November 11, 2010

Robyn Slater
Santa Cruz Metro Transit District
110 Vernon Street
Santa Cruz, CA 95060

Re: Delta Dental of California
Group # 2876

Dear Robyn:

Please acknowledge the following with your signature below. If you have any questions, please contact Clarissa Cash at (949) 660-5987.

"We understand we are currently insured by Delta Dental of California ("Delta Dental") under group number #1909. We desire to terminate this current group contract with Delta Dental and we allow Delta Dental to move all covered enrollees to a new group contract, the CSAC EIA Excess Insurance Authority ("CSAC EIA") dental program, effective January 1, 2010, or a subsequent date we determine.

Our current group contract has a provision regarding "stabilization" whereby a percentage of the amount of premiums remaining (after deduction of claims paid, reserves for incurred but unreported claims and Delta Dental's administrative charge) may be used in determining future rates or used to offset the additional cost of increased benefits for any succeeding contract term. We acknowledge that upon termination of our contract any positive stabilization accumulated under our current group contract will remain with Delta Dental to use toward the new CSAC EIA dental program. The stabilization under this group number is estimated as \$57,676 as of June 30, 2010.

By: _____ Date: _____
[Signature of client representative]

By: _____ Date: _____
[Delta Dental signature]

By: _____ Date: _____
[CSAC EIA signature]

Sincerely,

Clarissa Cash
Account Manager – CSAC-EIA Delta Dental Program
Alliant Insurance Services, Inc.

Attachment C

DATE: November 19, 2010
TO: Board of Directors
FROM: Robyn Slater, Manager of Human Resources
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR EMPLOYEE DENTAL INSURANCE COVERAGE

I. RECOMMENDED ACTION

Santa Cruz METRO staff recommends that the Board authorize the General Manager to execute a contract with Alliant Insurance Services, Inc. representing Delta Dental, to provide employee dental insurance coverage.

II. SUMMARY OF ISSUES

- The current contract for dental insurance coverage expires on December 31, 2010.
- A request for proposals (RFP) was processed to solicit proposals from qualified dental insurance providers.
- Four different options were submitted in the single proposal submitted for evaluation, including Delta Dental (direct), Delta Dental (CSAC-EIA), MetLife, and Anthem Blue Cross.
- An evaluation committee comprising of the Human Resources Manager, the Assistant Finance Manager, the Assistant Human Resources Manager, and representatives from UTU and SEIU evaluated all proposals received. The evaluation committee gave the highest ranking to the firm Alliant Insurance Services, Inc., offering the dental plan from Delta Dental (CSAC-EIA).
- METRO staff recommends that the Board authorize the General Manager to execute a one year contract with Alliant Insurance Services, Inc., representing Delta Dental (CSAC-EIA), to provide for employee dental insurance coverage.

III. DISCUSSION

METRO provides dental insurance coverage for its employees. The current contract with Delta Dental through Driver Alliant Insurance, Administrators will expire on December 31, 2010. Santa Cruz METRO RFP No. 11-05 was sent out to dental insurance providers and was legally advertised.

Attachment C

METRO was offered a total of four proposals for employee dental insurance coverage. An evaluation committee comprising of the Human Resources Manager, the Assistant Finance Manager, the Assistant Human Resources Manager, representatives from UTU Local 23 and SEIU 521 reviewed and scored all proposals according to the evaluation criteria provided for in the RFP. The committee gave the highest ranking to the Delta Dental (CSAC-EIA) proposal. The proposal from Delta Dental (CSAC-EIA) provides for no change in the current rates for the contract year from January 1, 2011 to December 31, 2011.

METRO's RFP requested proposals for a two year contract period with optional extensions. The proposal from Delta Dental was for a one year contract period. Staff was informed by Alliant that requesting a two year contract with a rate guarantee could result in a higher rate due to the carrier needing to project claims experience based upon an industry trend for a two year period. A one year contract allows for METRO's actual experience to be considered at renewal time, so if METRO's experience is better than the industry trend METRO could benefit by lower rates. METRO is agreeable to a one year contract for this reason.

The staff recommendation is based on rankings provided by the evaluation committee according to criteria contained in the Request for Proposals:

Criteria	Point Value
Qualifications, Experience and geographic location of the Firm	25
Provide requested coverage and benefits as stipulated in the RFP-	25
Cost/Price Proposal	40
References	10
DBE	5

Santa Cruz METRO staff recommends the Board authorize the General Manager to execute a one year contract with Alliant Insurance Service, Inc., representing Delta Dental (CSAC-EIA) for employee dental insurance coverage.

The proposal from Delta Dental contained one enhancement in coverage relating to fillings. The benefit enhancement was included in the Delta proposal at no additional cost. The enhancement was discussed with both Unions, and required a letter of understanding to clarify that the benefit enhancement is not guaranteed into the future, and it is not precedent setting.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the operating budget. The one year costs for this contract are estimated at \$627,780. This figure includes active employees, retirees and dependents on the dental plan.

There is no change in the rates from the current contract to the new contract for the January 1, 2011 – December 31, 2011 period.

Attachment C

V. ATTACHMENTS

Attachment A: Ranking of Proposals Received

Attachment B: Contract with Driver Alliant Insurance Service

Attachment C: Signed agreement with UTU Local 23 and SEIU 521

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

Prepared by: Hina Patel, Purchasing Agent and Pat Aviles, Assistant Human Resources Manager
Date: November 11, 2010

Attachment C

RFP 11-05 Dental Insurance, Committee Ranking

<u>Firm</u>	<u>Ranking</u>
Delta (CSAC)	1
Delta (Current)	2
MetLife	3
Anthem Blue Cross	4

Attachment C

CONTRACT FOR EMPLOYEE DENTAL INSURANCE (11-05)

THIS CONTRACT is made effective on January 1, 2011 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and Alliant Insurance Services, Inc., representing Delta Dental ("Contractor").

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

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

1.02 Santa Cruz METRO's Need for Employee Dental Insurance

METRO has the need for Employee Dental Insurance. In order to obtain insurance, the METRO issued a Request for Proposals, dated September 20, 2010, setting forth specifications for such insurance. 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 Employee Dental Insurance and whose principal place of business is 600 Montgomery Street, San Francisco, California. Pursuant to the Request for Proposals by the METRO, Contractor submitted a proposal for Employee Dental Insurance, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On November 19, 2010, Santa Cruz METRO selected Contractor as the offeror whose proposal was most advantageous to the METRO, to provide the Employee Dental Insurance described herein. This Contract is intended to fix the provisions of this insurance.

METRO and Contractor agrees 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 METRO's "Request for Proposals" dated September 20, 2010 including Addendum Number 1 dated October 12, 2010.

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

Contractor's Proposal to the Santa Cruz METRO for Employee Dental Insurance signed by Contractor and dated October 20, 2010.

Attachment C

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 September 20, 2010.

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 September 20, 2010.

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 year and shall commence on January 1, 2011.

At the option of the Santa Cruz 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 the METRO. Compensation shall be made within forty-five (45) days of METRO written approval of Contractor's written invoice.

Attachment C

5.02 Invoices

Contractor shall submit detailed invoices with a purchase order number provided by the METRO on a monthly basis. Expenses shall only be billed if allowed under the Contract. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the METRO (or any grantor of the 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 the 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
110 Vernon Street
Santa Cruz, CA 95060

Attention: General Manager

CONTRACTOR:

Alliant Insurance Services, Inc.
100 Pine Street 11th Floor
San Francisco CA 94111

Attention: Christine Kerns

8. PLAN CLARIFICATION

Contractor is to provide to the Santa Cruz METRO, Delta Dental's "Delta Premiere" dental plan.

9. 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.

SIGNATURE ON NEXT PAGE

Attachment C

Signed on _____

METRO
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
ALLIANT INSURANCE SERVICES, INC.

By _____
Christine Kerns
First Vice President

Approved as to Form:

Margaret Rose Gallagher
METRO Counsel

Attachment C

Santa Cruz Metropolitan Transit District



November 10, 2010

UTU Base Representative
1200 River Street
Santa Cruz, CA 95060

SEIU Local 521
517 B Mission Street
Santa Cruz, CA 95060

Re: Delta Dental Proposal

As you are aware Delta Dental has contracted with Santa Cruz METRO to provide dental insurance coverage for METRO employees and their eligible dependents. Our current contract with Delta expires on December 31, 2010. During the RFP process, as an addendum, METRO requested potential bidders include a separate figure for the additional cost of coverage to include the cost of resin fillings for all teeth at the percentage of payment rate currently listed in the RFP for fillings.

When the RFP responses were reviewed, Delta Dental included the above change at no additional cost. METRO is willing to authorize this additional level of coverage but only if both Unions agree to the following:

1. The current Delta Dental contract contains the following wording in the Exclusions and Eligible Services, LIMITATIONS Section:
"Direct composite (resin) restorations are Benefits on anterior teeth and the facial surface of bicuspid. Any other posterior direct composite (resin) restorations are optional services and Delta Dental's payment is limited to the cost of the equivalent amalgam restorations."
2. The proposed contract from Delta Dental for services effective January 1, 2011-December 31, 2011 permits resin fillings on all teeth with no impact on the rates quoted to METRO.
3. If at any time METRO must pay additional costs for the coverage of resin fillings for any teeth other than anterior teeth and the facial surfaces of bicuspid, METRO can unilaterally decide to stop coverage for this item, and will provide notice to each Union of such modification of coverage at the time it occurs, and
4. Coverage of resin fillings for any teeth other than anterior teeth and the facial surfaces of bicuspid shall not be considered a past practice or in any way be viewed by any individual or organization as an obligation that METRO must provide, or continue to provide upon expiration of the January 1, 2011 – December 31, 2011 Delta Dental contract.

110 Vernon Street, Santa Cruz, CA 95060 (831) 426-6080, FAX (831) 426-6117

METRO online at <http://www.scmtd.com>

Attachment C

November 10, 2010
Page 2

Should you agree to be bound by the terms of this letter please sign where indicated below and return the signed copy to me.

If you have any questions or concerns, do not hesitate to contact me.

Sincerely,



Robyn Slater
Human Resources Manager

I have read and understand the terms set forth above and agree that the Union I represent is bound by them.



Eduardo Montesino
Representative for UTU Local 23
Fixed Route and Paracruz



Carolyn Hamm
Representative for SEIU Local 521

Cc Margaret Gallagher, District Counsel
John Daugherty, SEA
Will Regan, VMU
Manny Martinez, PSA

6-21.c10

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

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, 2010.

III. DISCUSSION

METRO has a contract with Classic Graphics for vehicle body repair and paint services that is due to expire on December 31, 2010. Over the past three 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 FY11 budget.

V. ATTACHMENTS

Attachment A: Contract Amendment with Classic Graphics

Prepared By: Hina Patel, Purchasing Agent
Date Prepared: December 8, 2010

Attachment A

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

This Second Amendment to the Contract for vehicle body repair and paint services is made effective January 1, 2011 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“METRO”) and Classic Graphics (“Contractor”).

1. RECITALS

- 1.1 METRO and Contractor entered into a Contract for vehicle body repair and paint services (“Contract”) on January 1, 2008.
- 1.2 On January 1, 2010, Santa Cruz METRO extended the contract term to December 30, 2010.
- 1.2 The Contract allows for the extension upon mutual written consent.

Therefore, METRO 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, 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 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

Attachment A

Signed on _____

METRO
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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010
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: Tony Tapiz, Administrative Services Coordinator
Date Prepared: December 8, 2010

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EMPLOYEE RECOGNITION

TEN YEARS

**Rebecca Daniel, Paralegal
Eileen Wagley, ADA Eligibility Coordinator**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

FROM: Angela Aitken, Finance Manager and Acting Assistant General Manager

SUBJECT: CONSIDERATION OF APPROVING THE TRANSFER OF THE 2002 CHANCE COACH CNG RUBBER TIRED TROLLEY TO SOUTH METRO AREA REGIONAL TRANSIT IN WILSONVILLE, OREGON, UPON RECEIPT OF THE CITY OF SANTA CRUZ'S RELEASE OF INTEREST AND FTA APPROVAL OF SUCH TRANSFER

I. RECOMMENDED ACTION

That the Board of Directors approve the transfer of the 2002 Chance Coach CNG rubber tired trolley to South Metro Area Regional Transit in Wilsonville, Oregon, upon receipt of the City of Santa Cruz's release of interest and FTA approval of such transfer.

II. SUMMARY OF ISSUES

- The trolley was originally purchased in 2004 with the City of Santa Cruz providing the local match. The total price was \$362,233; the Federal Transit Administration (FTA), through Santa Cruz METRO, paid \$289,786; and, the City of Santa Cruz paid \$72,447 in three installments. The intent was to run a beach shuttle, but shortly after the vehicle was delivered, the City ceased funding for the shuttle.
- On April 27, 2007, a Staff Report to the Board of Directors (Attachment A) recommended that staff identify other eligible transit agencies who would be interested in acquiring the CNG trolley as a transfer of FTA assets.
- In the April 27, 2007 Staff Report, it was also recommended that if another eligible transit agency was identified to take possession of the trolley, that the City of Santa Cruz be refunded the undepreciated value of their original investment of public funds. At December 31, 2010, this value will be \$22,639.53.
- The City of Santa Cruz was asked for a letter releasing its interest in the trolley in exchange for the undepreciated value of their investment. A letter was obtained in June 2010, but that transfer fell through. Because the undepreciated dollar amount of the local share has changed since then, another letter is required for this transfer.
- Santa Cruz METRO has available funds for the return of undepreciated value to the City of Santa Cruz.
- The City of Wilsonville, Oregon, which runs the South Metro Area Regional Transit agency, an eligible FTA direct recipient, has expressed interest in a transfer of the trolley and is willing to arrange and pay for its transport once the transfer is approved.

III. DISCUSSION

In February 2002, existing FTA grant #CA-90-X873 was amended to purchase a trolley replica vehicle. Members of the Santa Cruz METRO Board from the City of Santa Cruz were interested in running a Beach Shuttle and offered to pay the 20% local share required for the purchase of the trolley. Shortly after the acquisition of the trolley, in 2004, the City ceased funding for the shuttle. Since then, the trolley has had very limited usage.

When fleet vehicles are no longer in use, Santa Cruz METRO is required to let the FTA know through updates to the "fleet status list" in the federal grants administration program. In the case of the trolley, it is also a vehicle that is not eligible for replacement. The trolley can, however, be transferred to another eligible transit agency who is a recipient of FTA funding.

In October 2010, Santa Cruz METRO received a serious inquiry from the City of Wilsonville, Oregon's South Metro Area Regional Transit (SMART), an FTA recipient willing to take possession of and transport the trolley, and transfer the remaining FTA interest (\$90,558 as of 12/31/10) via taking over our grant contract CA-90-X873. This is contingent on Santa Cruz METRO's Board of Directors' approval, a release from the City of Santa Cruz, FTA District IX (CA) and District X (OR) approval and any required action by the Wilsonville City Council.

The City of Santa Cruz had released its interest in the trolley on June 30, 2010, in exchange for the return of the undepreciated value of their original investment, or \$25,168.13 at that time. That deal fell through and, since then, the equipment has further depreciated, with a new remaining value of \$22,639.53 at December 31, 2010. A new letter from the City of Santa Cruz's Director of Finance has been requested and is required prior to exchange of the asset.

Staff recommends approval of the transfer of the trolley as described above. Following this approval, Santa Cruz METRO will advise the City of Wilsonville, OR so that they can move forward with the required City Council action to approve the purchase and transporting of the trolley. Staff will review and forward correspondence to the FTA requesting approval of the transfer of assets and related grant contract. Following the receipt of FTA approval, staff will proceed with the transfer of the 2002 Chance Coach CNG trolley to Wilsonville SMART.

IV. FINANCIAL CONSIDERATIONS

Santa Cruz METRO will return the undepreciated value of the City of Santa Cruz's investment, or \$22,639.53, and will transfer the remaining value of the FTA investment of \$90,558 (at 12/31/10) to Wilsonville, OR, South Metro Area Regional Transit. Santa Cruz METRO has available funds to return the undepreciated value to the City of Santa Cruz.

V. ATTACHMENTS

Attachment A: April 27, 2007 Staff Report to Board of Directors

Attachment B: Board Resolution Authorizing the Transfer of the 2002 Chance Trolley

ATTACHMENT A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: April 27, 2007

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: CONSIDERATION OF DIRECTING STAFF TO IDENTIFY TRANSIT SYSTEMS INTERESTED IN ACQUIRING METRO'S RUBBER TIRED TROLLEY

I. RECOMMENDED ACTION

That the Board of Directors instruct the General Manager to identify and solicit interest from transit systems that may be able to purchase the METRO/City of Santa Cruz Trolley Replica vehicle and discuss the issue with the City of Santa Cruz.

II. SUMMARY OF ISSUES

- In February of 2002, the Board of Directors directed staff to procure a Trolley replica vehicle for use in the operation of the Santa Cruz Beach Shuttle.
- At that time, the City of Santa Cruz provided the local share of 20% for the trolley.
- The cost of the trolley when purchased was \$362,233.
- Shortly after delivery of the trolley replica, the City of Santa Cruz ceased the funding for the operation of the Beach Shuttle.
- The trolley has seen limited operation since that time.
- FTA monitors the use of federally funded assets used in the provision of mass transit service.
- METRO is scheduled to receive a Triennial Review this year, and the limited use of the trolley replica is expected to be discussed.
- One option that is available for METRO to address the "underused" trolley replica is to do a "federal assets transfer", whereby another transit system can agree to have the bus transferred to them for the undepreciated value of the local share of the vehicle.

III. DISCUSSION

In February of 2002, the Board of Directors asked staff to amend an existing FTA grant to purchase a trolley replica vehicle. Members of the Board from the City of Santa Cruz were interested in using a rubber-tired trolley to run on the Santa Cruz Beach Shuttle, and they offered to pay the 20% share of the grant. The trolley was purchased for a cost of \$362,233, with the

local share amounting to \$73,354. Shortly after the delivery of the trolley, the City of Santa Cruz ceased funding for the Beach Shuttle (last year of operation was 2004), and the trolley has seen very limited usage. The chart below summarizes the mileage for the trolley

Date	Mileage
June 2003	2,850
June 2004	2,748
June 2005	1,310
October 2006	112
March 2007	128

METRO is required to certify that all assets purchased with federal funds are actively used for the provision of mass transit services. This year METRO is scheduled for a Triennial Review that is conducted by FTA. As part of that review, they evaluate the number of buses in the fleet. As can be seen from the above chart, the trolley is not actively used for service. The FTA allows for the transfer of federal assets that are not eligible for replacement to other transit agencies. The federal share of the asset is transferred and the undepreciated value of the local share is paid to the agency as reimbursement for the asset.

Staff is recommending that the Board direct staff to identify other transit agencies that may be interested in acquiring METRO's trolley replica vehicle. Should this be done, there will be a depreciated refund of the local share from the purchase of the trolley. Staff is also recommending that staff discuss the issue of the trolley replica vehicle with the City of Santa Cruz.

IV. FINANCIAL CONSIDERATIONS

Should another transit agency acquire the trolley replica vehicle, it will result in a refund of the depreciated portion of the local share. These funds shall be returned to the City of Santa Cruz.

V. ATTACHMENTS

None

Attachment B

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 THE TRANSFER OF THE 2002 CHANCE COACH CNG RUBBER TIRED TROLLEY TO SOUTH METRO AREA REGIONAL TRANSIT IN WILSONVILLE, OREGON, UPON RECEIPT OF THE CITY OF SANTA CRUZ'S RELEASE OF INTEREST AND FTA APPROVAL OF SUCH TRANSFER

WHEREAS, the 2002 Chance Coach CNG rubber tired trolley (Vehicle Identification #1C9S2CCS62W535135) was originally purchased for \$362,233, with the Federal Transit Administration (FTA) providing 80% (\$289,786) of the funds via grant CA-90-X873, and the City of Santa Cruz providing the 20% local share of \$72,447; and,

WHEREAS, the City of Santa Cruz originally intended to run a beach shuttle, but shortly after the vehicle was delivered in 2004, the City ceased funding for the shuttle and the vehicle was no longer needed; and,

WHEREAS, the Santa Cruz Metropolitan Transit District Board of Directors instructed the General Manager on April 27, 2007 to identify transit systems with an interest in the transfer of the trolley; and,

WHEREAS, the City of Wilsonville, Oregon's South Metro Area Regional Transit (SMART) agency, a direct recipient of Federal Transit Administration (FTA) funding, has expressed their intent to transfer the FTA asset to place it in revenue service, safely transport the trolley to Oregon and to reimburse Santa Cruz METRO for the undepreciated value of the City of Santa Cruz's investment of public funds at 12/31/10 (\$22,659.53); and,

WHEREAS, the remaining undepreciated federal interest in the 2002 Chance trolley as of 12/31/10 is \$90,558 and this amount will be transferred to Wilsonville, Oregon SMART via a transfer of Santa Cruz METRO's grant contract CA-90-X873; and,

WHEREAS, Wilsonville, Oregon SMART agrees to maintain the vehicle in accordance and compliance with FTA requirements and will include the vehicle in their equipment inventory records;

NOW, THEREFORE, BE IT RESOLVED, that the General Manager of Santa Cruz METRO is authorized to implement the transfer of the 2002 Chance Coach CNG

Attachment B

Resolution No. _____

Page 2

rubber tired trolley to South Metro Area Regional Transit in Wilsonville, Oregon, upon receipt of the City of Santa Cruz's release of interest and FTA approval of such transfer.

PASSED AND ADOPTED this 17th Day of December, 2010 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

ELLEN PIRIE
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: CONSIDERATION OF SANTA CRUZ METRO'S COMMENTS TO THE ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS' (AMBAG) REGIONAL BLUEPRINT PLAN

I. RECOMMENDED ACTION

That the Board of Directors consider comments on the Regional Blueprint Plan.

II. SUMMARY OF ISSUES

- On November 10, 2010 AMBAG released the Regional Blueprint Plan for public review. The Regional Blueprint Plan investigates how communities of the Monterey Bay region might grow in a sustainable manner over the next 25 years, focusing on expanding housing and transportation options, land use, and natural resource management.
- Acting as the foundation for the Senate Bill 375 – mandated “Sustainable Communities Strategy” needed for achieving greenhouse gas emission reductions throughout the region, the Regional Blueprint Plan calls for transit accessible “Priority Areas” that consist of quarter mile walk ability to transit stops and maximum wait time of 15 minutes.
- Concerning Santa Cruz METRO, the Regional Blueprint Plan is tasked with reducing vehicle miles traveled (VMT’s) which calls for significant investments in transit, especially within Priority Areas. However, authoring a “blueprint” for adequate transit funding to meet such obligations is vague, if not omitted.
- Santa Cruz METRO staff has reviewed the Regional Blueprint Plan and has deemed it viable in principle, but is concerned about the financial feasibility. Further, Santa Cruz METRO staff will continue to partner with AMBAG to ensure that the expectations in the Regional Blueprint Plan for adequate public transit are on par with the financial realities within the transit industry.

III. DISCUSSION

After more than two years of development, the Association of Monterey Bay Area Governments (AMBAG) has released their “Regional Blueprint Plan” for public review. The Regional Blueprint Plan takes a market based analytical approach to how the Monterey Bay region might grow in a sustainable manner over the next 25 years. The document focuses on expanding housing and transportation options, land use, and natural resource management. Generally, it is considered a “fact-finding” document to illustrate the challenges of future growth on the ground

level and summarizes public policies needed to attain the various sustainability goals of the region.

Acting as a foundational document for a regional “Sustainable Communities Strategy,” (as mandated by SB-375 legislation) the Regional Blueprint Plan cites the need for accessible high quality public transit service to support sustainable growth in housing and land use patterns. On page 32, the Regional Blueprint Plan states, “Sustainable Growth Patterns creates walkable neighborhoods with increased access to destinations, *high quality transit services*, well-lit and well-designed streets with more neighborhood activity to ensure safe communities, and conservation of rural land.” Santa Cruz METRO staff agrees with this assessment but is concerned about the assumption of ‘high quality transit service’ given the continuous funding crisis within the transit industry. Transit service does not expand from implementing Sustainable Growth Patterns alone, it expands through the collective will of the community to dedicate the proper funding and policy models needed to support such cost intensive services like public transit. Santa Cruz METRO staff is concerned that as transit funding continues to dwindle, establishing Priority Areas along transit nodes may be unwise if those nodes are endanger of extinction.

The Regional Blueprint Plan is tasked with identifying sustainable mechanisms for reducing greenhouse gasses in the region as set by the California Air Resource Board (CARB) in 2005: at 0% increases by 2020 and 5% decreases by 2035. A major predilection for reducing greenhouse gasses is by reducing vehicle miles traveled or “VMT’s.” One of the ways to reduce VMT levels is by making significant investments in public transit. However, authoring a “blueprint” for sustaining adequate transit funding to meet the VMT reduction obligation is either vague or omitted within the Regional Blueprint Plan.

Overall, the AMBAG staff has done a remarkable job of understanding the current market trends and outlining basic comprehensive ideas to achieve sustainable growth in the Monterey Bay Area. While the Regional Blueprint Plan may call to leverage more responsibility from the transit providers than the current project capacity of the transit system, the plan is viable in principle. Santa Cruz METRO staff will continue to engage with AMBAG and the Santa Cruz County Regional Transportation Commission as this Regional Blueprint Plan evolves into a Sustainable Communities Strategy for the region. It is essential that moving forward, the sustainability goals and expectations of the region are in line with Santa Cruz METRO’s financial realities.

IV. FINANCIAL CONSIDERATIONS

The Regional Blueprint Plan has no immediate fiscal impact on Santa Cruz METRO.

V. ATTACHMENTS

Attachment A: Summary 2035 Monterey Bay Area Regional Blueprint
(Prepared by Rachel Moriconi of SCCRTC)

Attachment B: Draft Letter of Comments to AMBAG

Prepared By: Erich R. Friedrich, Jr. Transportation Planner
Date Prepared: December 8, 2010



Summary

2035 Monterey Bay Area Regional Blueprint: Envisioning the Monterey Bay Area

For additional information, see the plan at: www.ambag.org/programs/blueprint/index.html

Blueprint Plan Goals:

1. Evaluate current trends regarding the distribution of population and employment in comparison with:
 - Improving mobility & accessibility
 - Reducing greenhouse gas emissions
 - Providing housing & employment opportunities
 - Protecting natural & cultural resources
2. Develop a preferred growth scenario that maximizes the achievement of these outcomes while retaining the autonomy of local jurisdictions
3. Use the preferred growth scenario as a basis for SB 375's Sustainable Communities Strategy, which will be used to inform regional transportation plans and to be a platform for future regional housing needs and housing elements
4. Provide a forum for ongoing discussions and coordination of issues of regional significance

Projections for the next 25 years - Monterey Bay Area:

- Slow to moderate population growth with even slower job growth.
- Population is aging, increasing housing/transportation needs for seniors.
- Under current growth patterns, Vehicle Miles Traveled (VMT) will grow nearly three times as fast as population through 2035. This trend is largely influenced by an emerging potential sprawling growth pattern in which residential areas are developed far away from employment centers and other activities such as shopping, recreation and higher education.
- Sprawling growth threatens the region's water supply, open space and agricultural land; results in congestion on our roadways, increased greenhouse gas emissions, a decline in public health and widened fiscal gaps between infrastructure needs and its provision.
 - Under current growth patterns:
 - over 40,000 acres of undeveloped land will be consumed
 - Per capita GHG emissions will increase from 14.1 to 16 pounds per day

Characteristics of Blueprint "Priority Areas"/Sustainable Growth Patterns:

- Cluster majority of the region's forecasted growth:
 - near jobs/job-rich areas - focus future housing growth near jobs.
 - in higher density commercial and industrial areas
 - in areas with mix of different land uses
 - near neighborhood centers
 - in areas that are both walkable and transit accessible
 - within a quarter mile of bus stops or half mile of high quality transit corridors where the wait time is no more than 15 minutes
 - identified in City and County general plans as allowing 15 dwelling units/acre or higher. This density can be achieved with a mix of small lot single family homes, townhouses and mixed use rowhouses.
- Medium to high residential and employment densities in Blueprint Priority Areas
- Increase affordable/workforce housing units in cities with large employment bases

Attachment A

- Locate most employment growth within existing employment clusters
- Provide multimodal focused transportation and cluster development in areas that support biking, walking, transit use
- Avoid leapfrog development
- Fiscal variances are tempered by some tax base sharing
- By clustering housing and commercial development within Priority Areas, housing, neighborhood and transportation choices are increased consistent with preferences identified through Blueprint public participation efforts.

Best practices for achieving more sustainable growth patterns

The following policies provide a glimpse into the myriad of practices available to achieve sustainable objectives. They are not binding.

- Develop coordinated regional plan for sustainable growth
- Modify land use regulation to accommodate more compact and dense development/focus growth within Priority Areas
 - Support intensification of existing development
- Continue to accommodate higher density and intensity uses within the existing urbanized area of the region in local development regulations.
- Design higher density developments in an attractive and functional way
- Improve commercial area design: Reduce amount of space consumed by parking lots and driveways, improve pedestrian access, visual, and aesthetic design.
- Develop or redevelop priority areas more intensely before currently undeveloped land is developed.
- Increase private and public investment in priority areas
- Implement a graduated density bonus for infill projects
- Integrate affordable, workforce and market rate housing: Include rental apartments, condominiums, live/work buildings, rowhouses, etc in order to provide opportunities for all market levels, including the increasingly aging population.
- Center develop around schools or locate schools in denser areas
- Conserve natural resources:
 - Conserve rural land, agricultural land and open space
 - Implement water conservation policies
- Adopt a “fix it first” policy for infrastructure and keep growth within existing service areas, rather than extend infrastructure to new areas which would expand maintenance needs – applies to water, sewer, transportation and other infrastructure
- Establish a Regionally Coordinated Housing + Transportation Investment Policy: Adjust Regional Housing Needs Allocations (RHNA) to focus growth in Priority Areas, give priority for transportation funds to priority areas that take on a higher housing allocation
- Defiscalization of land use: could include revenue sharing and restructuring property and State sales tax allocations
- Pursue common legislative goals at the State and federal levels: increase state and federal funding for transit, push for smart Infrastructure strategy by state – to address greenhouse gas emissions, incentivize growth in places that limit additional expenditures
- Meet thresholds for housing that support a thriving, high quality transit system: 3,300 housing units within a half mile radius of a light rail stop and 2,750 of a bus rapid transit stop.
- Ensure ongoing public involvement and education directly addressing public anxiety related to more compact development and the mutual benefits of a more compact urban footprint.

Transportation:

- Provide a balanced transportation system within Priority Areas
- Invest in transportation improvements that make neighborhoods walkable:

Attachment A

- Construct walkways, curb ramps, lighting to provide access to transit stops and destinations.
- Design streets to facilitate walking
- Build safe walkways to schools (safe routes to schools)
- Provide high quality transit service within Priority Areas
- Redevelop Main Streets to act as public plazas where pedestrians take precedence over vehicles
- Use Intelligent Transportation Systems (ITS) to re-route congested traffic to less congested roads, meter onramps, and inform drivers of expected travel times to destinations, inform transit users when the next bus or train is coming
- Encourage telecommuting and alternative work schedules
- Implement and coordinate use of employee vehicle sharing programs and alternative modes (eg vanpools)
- Expand vanpooling for agricultural workers
- Improve employer parking management: reducing parking subsidies, encourage alternatives
- Implement vehicle sharing programs: reduce the amount of vehicles that are individually owned
- Reduce Minimum Parking Requirements

Benefits of Sustainable Growth Patterns

- Daily average vehicle miles traveled per adult drops to 21 miles by 2035, 3 miles less than under Current Growth Patterns
 - Even as the majority of drivers continue to drive their own cars, the overall distances they have to drive will be shorter than Current Growth Patterns because destinations are more accessible when developments are located closer together.
- Urban footprint to accommodate region's forecasted housing growth of 70,000 new units between 2005 and 2035 occurs in 20,000 acres, as compared to 40,000 acres of undeveloped land under current growth patterns
- Under Current Growth Patterns, per capita greenhouse gas emissions from cars and lights trucks will increase 13.7%; with Sustainable Growth patterns GHG increases only 1% from 2005 levels.
- Sustainable Growth Patterns minimizes the amount of agricultural land lost to urbanization, while limiting the urban footprint even more significantly - 20,000 acres smaller than Current Growth Patterns
- Improvements in the physical health of Monterey Bay Area residents as well as the environmental health of the region.
- Taking public transit versus driving alone equates to an average of 8.3 more minutes a day of walking.
 - If 8.3 minutes of walking are added each day, the obesity rate in 2035 in CA could drop from 50% to 28% and people would experience an average lifetime savings of \$5,500 per person in obesity medical related costs.
- Under Sustainable Growth Patterns, up to 280,000 employees and 180,000 households will be located within a comfortable walk of a high quality transit corridor or mixed use center by 2035.
- Clustered development supports an increase in transportation choices as well as housing choices.
- Fewer people drive alone in their cars.
- More people out on the streets walking, biking and taking transit to work, school and play.
- More active neighborhood centers where one can easily walk or bike from home to restaurants, work, school, community centers and parks.
- Rural beauty and natural resources of the Monterey Bay Area conserved and more efficiently utilized.

Summary prepared by RTC staff, pulling excerpts from the Blueprint plan.

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*Santa Cruz Metropolitan
Transit District*



Association of Monterey Bay Area Governments

445 Reservation Road, Suite G
P.O. Box 809
Marina, CA 93933

Mr. Doughty,

Santa Cruz METRO, primary provider of fixed-route transit and para-transit service in Santa Cruz County has recently reviewed the draft 2035 Monterey Bay Area Regional Blueprint. We would like to commend AMBAG's staff for compiling a thorough and unprecedented market analysis of housing, transportation, land use, and natural resource management needs of the Monterey Bay Area.

In review of the Regional Blueprint Plan, Santa Cruz METRO agrees with the need to expand higher density housing and mixed land use along transit corridors. However, in light of the ongoing funding crisis in the transit industry, Santa Cruz METRO urges caution in assuming "high quality transit service in Priority Areas" can be provided without a plan to meet the operational expenses required to fulfill such an obligation.

The Regional Blueprint Plan is tasked with identifying sustainable mechanisms for reducing greenhouse gasses in the region as set by the California Air Resource Board (CARB) in 2005: at 0% increases by 2020 and 5% decreases by 2035. A major predilection for reducing greenhouse gasses is by reducing vehicle miles traveled or "VMT's." One of the ways to reduce VMT levels is by making significant investments in public transit. However, authoring a "blueprint" for sustaining adequate transit funding to meet the VMT reduction obligation is either vague or omitted within the Regional Blueprint Plan.

Santa Cruz METRO staff will continue to partner with AMBAG as this Regional Blueprint Plan evolves into a Sustainable Communities Strategy for the region. It is essential that moving forward, the sustainability goals and expectations of the region are in line with Santa Cruz METRO's financial realities.

Thank You.

A handwritten signature in black ink, appearing to read "Les White", with a stylized flourish at the end.

Les White
General Manager, Santa Cruz METRO

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

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

SUBJECT: CONSIDERATION OF THE APPROVAL OF THE CONSTRUCTION, IMPROVEMENT AND REPAIR OF PROPOSED COUNTY-WIDE BUS STOPS USING \$500,000 IN STATE TRANSIT IMPROVEMENT PROGRAM FUNDS VIA THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (SCCRTC)

I. RECOMMENDED ACTION

That the Board of Directors consider approving the construction, improvement and repair of proposed county-wide bus stops for their construction, improvement and repair using \$500,000 in State Transit Improvement Program funds via the Santa Cruz County Regional Transportation Commission (SCCRTC).

II. SUMMARY OF ISSUES

- Santa Cruz METRO received \$500,000 in approved State Transit Improvement Program (STIP) capital project dollars for an automatic traveler information system, which was programmed into the Regional Transportation Plan (RTP) by the Santa Cruz County Regional Transportation Commission (SCCRTC) in FY08.
- In 2009, Santa Cruz METRO staff addressed the purpose of the original STIP project via the use of “Google Transit” and requested that the STIP capital funds be reprogrammed to needed bus stop construction, repairs and improvements.
- On December 7, 2009, SCCRTC assisted Santa Cruz METRO in reprogramming the funds and received California Transportation Commission (CTC) approval. Santa Cruz METRO has until June 2011 to obtain an allocation of funds.
- Since CTC awards STIP funds on a “first come, first served” basis and expenditure must commence within six months, Santa Cruz METRO is applying for a January 2011 allocation with plans to start the project in May 2011 with a end date of June 30, 2012.
- Design of the bus stop improvement project included extensive outreach to: SCCRTC’s Elderly and Disabled Transit Advisory Committee (E&D TAC) and Interagency Technical Advisory Committee (ITAC); Santa Cruz METRO’s Bus Stop Advisory Committee (BSAC); representatives from the United Transportation Union (UTU) and Service Employees International Union (SEIU); and, the general public.

- Santa Cruz METRO staff compiled its original master list of repairs from multiple lists representing many years of SCCRTC, Santa Cruz METRO, UTU, SEIU, BSAC and public input and has omitted stops that may become inactive due to potential service cuts.
- Staff recommends approving the attached list (**Attachment A**) of recommended construction, improvements and repairs using \$500,000 in STIP funds and the second list (**Attachment B**) of recommended repairs made with Santa Cruz METRO labor and recycled bus stop equipment in order to equitably distribute an equal number of bus stop construction, repairs and improvements across all five County districts.
- As the project is implemented, staff anticipates that there may be some challenges. If repairs to a selected stop cannot be made for any reason, staff recommends referring to the list in **Attachment D** to select another stop in the same district (if possible) for allowable improvements and/or repairs.

III. DISCUSSION

Santa Cruz METRO received \$500,000 in approved State Transit Improvement Program (STIP) capital project dollars for an automatic traveler information system, which was programmed into the Regional Transportation Plan (RTP) by the Santa Cruz County Regional Transportation Commission (SCCRTC) in FY08. In 2009, Santa Cruz METRO addressed the purpose of the original STIP project via the use of “Google Transit” and requested that the STIP capital funds be reprogrammed to needed bus stop construction, repairs and improvements, a long-standing, heretofore unfunded priority project.

On December 7, 2009, SCCRTC assisted Santa Cruz METRO in reprogramming the funds and received California Transportation Commission (CTC) approval. Santa Cruz METRO has until June 2011 to obtain an allocation of funds. Since CTC awards STIP funds on a “first come, first served” basis and expenditure must commence within six months, Santa Cruz METRO is applying for a January 2011 allocation with plans to start the project in May 2011, with an end date of June 30, 2012.

Santa Cruz METRO staff designed the bus stop improvement project with extensive outreach to and input from: SCCRTC’s Elderly and Disabled Transit Advisory Committee (E&D TAC) and Interagency Technical Advisory Committee (ITAC); Santa Cruz METRO’s Bus Stop Advisory Committee (BSAC); representatives from the United Transportation Union (UTU), Service Employees International Union (SEIU), and; the general public. In the course of compiling the attached lists, staff began with multiple existing lists of suggested improvements representing years of SCCRTC, Santa Cruz METRO staff, UTU and public input, which totaled over 200 needed repairs. Ninety-three are currently on hold (**Attachment D**) for various reasons—for example, either the needed repairs were not eligible for this funding or cost-prohibitive, such as those which required meeting Caltrans’ road standards for bus stop pads, which can cost up to \$100,000 each.

In viewing **Attachments A and B** which list the recommended repairs and improvements, the far left column indicates which group(s) initially recommended the stop. Staff then omitted stops

that may become inactive due to potential service cuts. In the course of outreach, staff received a detailed letter from E&D TAC with requests for targeted construction and improvements. Staff took photos of all suggested locations and nearby bus stops and presented potential repairs and improvements eligible for these funds at the August 2010 E&D TAC meeting.

In addition to attending the August and October E&D TAC meetings, staff also presented the project to ITAC at their November meeting, attended three BSAC meetings and responded to all public suggestions and requests for information. A BSAC meeting for final input and comments was held on December 2, 2010, with all parties invited and provided with final drafts of the suggested lists of improvements prior to the meeting.

The attached list of recommended construction improvements using \$500,000 in STIP funds (**Attachment A**) is accompanied by a second list of recommended repairs (**Attachment B**) made with Santa Cruz METRO workforce labor and recycled bus stop equipment in order to equitably distribute an equal number of bus stop construction, repairs and improvements across all five County districts. As the project is implemented, staff anticipates that there may be some challenges and, if repairs to a selected stop cannot be made for any reason, will refer to the list in **Attachment D** to select another stop in the same district (if possible) for allowable improvements and/or repairs.

In regard to the project in its entirety, Santa Cruz METRO is a self-permitting agency under Section 23 of the Code of Federal Regulations Chapter 771.117(b)(8), and is exempt from filing environmental documents in regard to, "installation of fencing, signs, pavement markings, small passenger shelters. . .where no substantial land acquisition or traffic disruption will occur." Nonetheless, staff will work with local public works' departments in each jurisdiction to let them know well in advance of any work being scheduled.

Attachment C is a map showing the distribution of construction, repairs and improvements county-wide. Supervisorial Districts 1, 2 and 3 each benefit from 22 bus stop improvements; District 4 has 20 and District 5 has 21, for a total of 107 recommended improvements and repairs. The challenge in Districts 4 and 5 is that most stops are on state roads which require all construction to be done to meet Caltrans' standards, which can drive the cost of a simple repair very high. Staff also omitted repairs requiring the purchase of right-of-way or non-construction activities, neither of which can be included in the STIP project budget. Staff strove to meet the standards of environmental justice in the equitable distribution of repairs for this project.

Staff recommends approving the attached list (**Attachment A**) of recommended construction, improvements and repairs using \$500,000 in STIP funds and the second list (**Attachment B**) of recommended repairs made with Santa Cruz METRO labor and recycled bus stop equipment in order to equitably distribute an equal number of bus stop construction, repairs and improvements across all five County districts.

As the project is implemented, staff anticipates that there may be some challenges. If repairs to a selected stop cannot be made for any reason, staff recommends referring to the list in **Attachment D** to select another stop in the same district (if possible) for allowable improvements and/or repairs.

IV. FINANCIAL CONSIDERATIONS

STIP funds in the amount of \$500,000 will support the bus stop construction, improvements and repairs delineated on **Attachment A**. Of the \$500,000, approximately \$150,000 will be used to pay for Santa Cruz METRO labor used in the project (approximately 30 hours per week for a year). The additional repairs listed on **Attachment B** will be made with Santa Cruz METRO labor and using recycled equipment pulled from inactivated stops in order to equalized the distribution of repairs and improvements county-wide.

V. ATTACHMENTS

Attachment A: Santa Cruz METRO Bus Stop Improvement Project Recommended Repairs and Improvements

Attachment B: Santa Cruz METRO Bus Stop Improvement Project Additional Repairs and Improvements by District

Attachment C: Bus Stop Improvements Map

Attachment D: Repairs on Hold List

Attachment A

Attachment A

Santa Cruz METRO Bus Stop Improvement Project
Recommended Repairs and Improvements

Recommended by	Stop ID#	Street	Cross Street	Direction	Routes in Use	Explanation of Status	District	Improvements for this funding	Estimated Cost (incl. labor)
UTU	1267	Brommer	17th	out	66	Needs shelter and light.	1st	Add a shelter.	\$8,500
UTU	1269	Brommer	17th	in	66	Needs shelter and light.	1st	Light	\$3,000
EDTAC	1291	Capitola Rd	Jose	in	69SD, 69SE		1st	Flip seat bench. Light.	\$4,000
EDTAC	1299	Capitola Rd	30th	out	69WD, 69WE		1st	Check roof	\$2,000
SCMTD	1301	Capitola Rd	Thompson	out	69WD, 69WE	Concrete pad not large enough for shelter.	1st	Light	\$3,000
						Ready to install.			
UTU	1302	Capitola Rd	41st	out	53, 66, 69WD, 69WE	Location needs new shelter, light (visibility poor, old wood shelter).	1st	New shelter with bench and light.	\$9,000
SCMTD	1347	County Hospital	Emeline	out	4, 9	Existing shelter needs all new shelter screens.	1st	Light	\$3,000
Move the site, coordinating with County.									
SCMTD	1384	Emeline	Sutphen	in	4, 9	Current concrete pad not large enough for shelter.	1st	County.	\$45,000
UTU	1571	Highway 17	Pasatiempo	in	17, 35	Needs shelter and light.	1st	Beacon light	\$3,000
EDTAC	1685	Portola	24th	out	66, 68D		1st	New shelter roof. Light.	\$4,000
SCMTD	1688	Portola	30th	out	66, 68D, 68N	Existing shelter needs new upper shelter screens.	1st	Light	\$3,000
UTU	1807	Soquel Drive	Mission Dr	in	53, 70, 71SD, 71SE	Concrete pad not large enough for a shelter.	1st	Light	\$3,000
EDTAC	1809	Soquel Drive	Thurber Lane	in	53, 70, 71SD, 71SE	Needs shelter, light (UTU).	1st	New shelter roof. Light	\$4,000
UTU	1817	Soquel Drive	41st	in	53, 70, 71SD, 71SE	Needs new shelter, light (visibility poor, wood shelter) (UTU).	1st	This stop is conditioned upon redevelopment. Light.	\$3,000
SCMTD	1921	7th	Cambria	out	66	Existing shelter needs one new shelter screen.	1st	Light	\$3,000
EDTAC	2173	17th	Matthew	in	66		1st	Light. New shorter bench.	\$4,000
UTU	2177	Portola	Corcoran	in	12, 66, 68	Needs shelter and light.	1st	Light	\$3,000
SCMTD	2340	Capitola Rd	Foster Ct	in	69SD, 69SE	Needs shelter.	1st	Light	\$3,000
EDTAC	2367	Soquel	Chanticleer	out	70, 71WD, 71WE		1st	Light	\$3,000

Attachment A

Santa Cruz METRO Bus Stop Improvement Project
Recommended Repairs and Improvements

Recommended by	Stop ID#	Street	Cross Street	Direction	Routes in Use	Explanation of Status	District	Improvements for this funding	Estimated Cost (incl. labor)
UTU	2377	Capitola Rd	Clares	in	69SD, 69SE	Needs shelter and light.	1st	Light	\$3,000
EDTAC	2551	17th	Tremont	out	66		1st	Light	\$3,000
EDTAC	2575	Soquel Drive	Terrace	in	54, 55, 56, 71		1st	New roof, new shorter bench, and light with beacon.	\$5,000
SCMTD	1425	Freedom	Soquel Dr	in	71SD, 71SE	Existing shelter needs all new shelter screens except rear lower.	2nd	Light with beacon.	\$3,000
SCMTD	1426	Freedom	Aptos Pines MHP	out	71WD, 71WE	Existing shelter needs all new shelter screens.	2nd	Light	\$3,000
SCMTD	1428	Freedom	Apto High School	out	71WD, 71WE	Existing shelter needs all new shelter screens.	2nd	Light	\$3,000
UTU	1431	Freedom	McDonald	in	71SD, 71SE	No concrete pad. Needs shelter and light.	2nd	Rural lighting	\$3,000
UTU	1432	Freedom	McDonald	out	71WD, 71WE	Needs serious tree trimming, very poor visibility.	2nd	Rural lighting	\$3,000
SCMTD	1433	Freedom	Parkhurst Terrace	in	71SD, 71SE	Existing shelter needs new upper shelter screens.	2nd	Rural lighting	\$3,000
SCMTD	1447	Freedom	Corralitos Rd	out	71WD, 71WE, 76	Location has no pad, no ramp, and no curb.	2nd	Light with beacon	\$3,000
UTU	1453	Freedom	Filipino Comm Ctr	out	71WD, 71WE, 76	no pad no ramp no curb. Needs landing, rural lighting (UTU)	2nd	Light	\$3,000
UTU	1852	Soquel Drive	Trout Gulch	in	71SD, 71SE	Location has no pad and no ramp. Needs shelter and light (UTU).	2nd	Condition this site for full improvement upon Aptos Village Redevelopment. Add light and a no parking zone.	\$3,000
SCMTD	2012	Park Ave	Cabrillo	in	54, 55, 69SD	Location has no pad and no ramp. Needs shelter and light (UTU).	2nd	Ask property owners. Light.	\$3,000
UTU	2013	Park Ave	#600	in	54, 55, 69SD	Location has no pad and no ramp. UTU says they are unable to view stop.	2nd	Light	\$3,000
EDTAC	2280	Seascape	Summer	out	54, 56		2nd	New shorter bench.	\$1,500

Attachment A

Santa Cruz METRO Bus Stop Improvement Project
Recommended Repairs and Improvements

Recommended by	Stop ID#	Street	Cross Street	Direction	Routes in Use	Explanation of Status	District	Improvements for this funding	Estimated Cost (incl. labor)
SCMTD	2409	Freedom	#2672	in	71SD, 71SE	Location has no pad and no ramp.	2nd	Light	\$3,000
SCMTD, UTU	2410	Freedom	#2672	out	71WD, 71WE, 76	Location has no pad, no ramp, and no curb. Needs a shelter and needs landing but there is not enough space.	2nd	Light	\$3,000
EDTAC	2480	Nielson	Watsonville Hospital	in	69WD, 69WE, 74, 76		2nd	New shorter bench. New roof. Light.	\$5,000
SCMTD, UTU	2596	Freedom	#2716	in	71SD, 71SE	Needs a shelter, rural light.	2nd	Rural light	\$3,000
UTU	2599	Capitola Rd	49th	in	54, 55, 69	Needs shelter and light	2nd	Light	\$3,000
EDTAC	2620	Soquel Drive	Heather Terrace	out	54, 55, 56, 71		2nd	New shorter bench. Light.	\$4,500
SCMTD, UTU	2643	Freedom	#2716	out	71WD, 71WE, 76	ramp, and no curb. Needs shelter, rural light.	2nd	Light	\$3,000
EDTAC	2681	Via Pacifica	Cabo Court	out	54, 56	Location needs red paint and bench.	2nd	Bench	\$1,500
EDTAC	1219	721 Bay	Columbia	in	53, 54		3rd	New shorter bench. Light.	\$4,000
EDTAC	1220	721 Bay	Columbia	out	3, 19		3rd	Light with beacon	\$3,000
SCMTD	1226	Bay St	Mission St	out	19, 41	Needs new upper shelter screens.	3rd	Light	\$3,000
SCMTD	1227	Bay St	King St	out	12, 13, 15, 16N, 19, 19N	Accessibility by adding passenger pad.	3rd	Consider for larger improvement. Space to add shelter and full pad.	\$45,000
BSAC#4, UTU	1590	Laurel	Blackburn	in	12, 15, 16, 40, 41, 42	Needs lighting.	3rd	Light	\$3,000
EDTAC, UTU	1591	Laurel	Center	out	12, 15, 16, 40, 41, 42	Move parking spaces for easier access. Location has no bench.	3rd	Recommend for larger improvement. Move sign. Add concrete to pad. Add shelter	\$45,000
UTU	1629	Mission	Laurel	in	12, 13, 15, 16, 40, 41, 42	Needs shelter and light.	3rd	Light	\$3,000

Attachment A

Santa Cruz METRO Bus Stop Improvement Project
Recommended Repairs and Improvements

Recommended by	Stop ID#	Street	Cross Street	Direction	Routes in Use	Explanation of Status	District	Improvements for this funding	Estimated Cost (incl. labor)
UTU	1658	Murray	Seabright	out	68D, 68N	Pad seems to be on private property. Needs shelter and light.	3rd	Light	\$3,000
EDTAC	1779	2nd	Pacific	in	07, 19		3rd	Drop seating	\$1,500
Enough space for a shelter. Near EDTAC identified site.									
EDTAC	1783	Soquel	Ocean	out	69WD, 69WE		3rd	Larger IMPROVEMENT	\$45,000
UTU	1799	Soquel Ave	Park Way	in	66, 69SD, 69SE, 70, 71SD, 71SE	Needs light, no room for shelter.	3rd	Light	\$3,000
SCMTD	1802	Soquel Ave	La Fonda	out	70, 71WD, 71WE	Location needs new upper shelter screens.	3rd	Light	\$3,000
SCMTD	1916	7th	Brommer	out	66	Needs one new shelter screen.	3rd	Light	\$3,000
EDTAC	2422	Grandview	Arroyo Seco	out	3		3rd	New shorter bench	\$1,500
EDTAC	2593	Pacific	2nd	in	3, 19, 20		3rd	Dropseat bench	\$1,500
UTU	2715	Natural Bridges Dr	Mission Ext	In	20	Needs shelter.	3rd	Light	\$3,000
UTU	2716	Natural Bridges Dr	Mission Ext	out	20	Needs shelter.	3rd	Light	\$3,000
UTU	2717	Natural Bridges Dr	Delaware	out	20	Needs shelter and light.	3rd	Light	\$3,000
UTU	2718	Natural Bridges Dr	Delaware	in	20	Needs shelter and light.	3rd	Light	\$3,000
SCMTD	1087	Freedom	Emme	out	71WD, 71WE, 76	Concrete pad not large enough.	4th	Light	\$3,000
SCMTD	1136	Main St	Rodriguez	out	71WD, 71WE, 75, 91XW	No pad and no ramp.	4th	Light	\$3,000
SCMTD	1137	Main St	Auto Center Dr	out	71WD, 71WE, 72, 75, 76	No concrete pad. Needs shelter and light.	4th	Light	\$3,000

Attachment A

Santa Cruz METRO Bus Stop Improvement Project
Recommended Repairs and Improvements

Recommended by	Stop ID#	Street	Cross Street	Direction	Routes in Use	Explanation of Status	District	Improvements for this funding	Estimated Cost (incl. labor)
BSAC#6, SCMTD, UTU	1139	Main St	Pennsylvania	out	69WD, 69WE, 71WD, 71WE, 72, 75, 76, 91XW	Needs a new pad pad, bench, shelter, light, encroachment permit, and to be brought to ADA standards. Identified as cost prohibitive.	4th	Replace bench	\$1,500
BSAC, SCMTD, UTU	1141	Main St	Clifford	in	69SD, 69SE, 71SD, 71SE, 72, 75, 76	No pad, no shelter, and no light.	4th	Light	\$3,000
UTU	1142	Main St	Clifford	out	69WD, 69WE, 71WD, 71WE, 72, 75, 76	Needs new roof	4th	Roof repair. Light.	\$4,750
EDTAC	2224	Freedom	Roche	out	69WD, 69WE, 72		4th	Bench	\$1,500
SCMTD, UTU	2334	Mark	Arroyo	out	75	No pad. Needs concrete.	4th	Light	\$3,000
EDTAC	2467	Freedom	W High	out	71WD, 71WE		4th	Bench	\$1,500
EDTAC, UTU	2469	Main St	5th	out	71WD, 71WE, 75	Needs shelter and light.	4th	Bench	\$1,500
BSAC#1, UTU	2637	Freedom	Crestview	out	69WD, 69WE, 71WD, 71WE	Existing concrete pad not large enough. Needs shelter and light.	4th	Light	\$3,000
EDTAC	2638	Freedom	Crestview	in	69SD, 69SE, 71SD, 71SE		4th	Light	\$3,500
BSAC#5, EDTAC	2691	Main St	Ford	in	71SD, 71SE, 75	Existing concrete pad not large enough. Needs shelter and light.	4th	Beacon light	\$3,000
EDTAC	1238	Big Basin	Redwood		35WD, 35WE		5th	Drop seat bench	\$1,500
SCMTD	1463	Glen Arbor	Quail Hollow	out	35A	No pad. Needs concrete.	5th	Light	\$3,000

Attachment A

Santa Cruz METRO Bus Stop Improvement Project
Recommended Repairs and Improvements

Recommended by	Stop ID#	Street	Cross Street	Direction	Routes in Use	Explanation of Status	District	Improvements for this funding	Estimated Cost (incl. labor)
SCMTD	1472	Glen Arbor	Hihn	out	35A	No pad and no ramp.	5th	New bench	\$1,500
SCMTD	1536	Highway 9	Highlands	in	35WD, 35WE	No bench and no shelter.	5th	ITAP list. Light	\$3,000
SCMTD	1537	Highway 9	Highlands	out	35AD, 35AE	No pad and no shelter.	5th	ITAP list. Light	\$3,000
SCMTD	1548	Highway 9	California	in	35	No pad, no ramp, and no curb.	5th	Light	\$3,000
UTU	1664	Ocean	Water	out	04, 09, 17SJ, 31, 32, 35AD, 35AE	Existing pad seems to be on private property. Needs shelter and light.	5th	Light	\$3,000
EDTAC, UTU	1666	Ocean	Hubbard	out	4, 9, 31, 32, 35, 35A	Needs shelter and light.	5th	Light	\$3,000
SCMTD	2376	Bay St	High St	in	12, 13, 15, 16N, 16, 19, 19N, 27X	Needs all new shelter screens.	5th	Light	\$3,000
EDTAC	2514	Highway 9	Big Basin	in	35WD, 35WE		5th	Bench	\$1,500
UTU	2515	Highway 9	Highway 236	out	35, 35A	Needs shelter.	5th	Light	\$3,000
EDTAC	2517	Lockwood Lane	Mount Hermon	out	32			New shorter bench. Replace roof. Remove third party trashcan.	\$2,000
UTU, EDTAC	2682	Ocean	Dakota	in	04, 09	Needs shelter and light.	5th	Dropseat bench	\$1,500
SCMTD	2692	SLV High	Highway 9	out	33, 34, 35AD	No shelter. Existing pad is old.	5th	Light	\$3,000
									\$434,750
								15% construction contingency	\$65,250
								TOTAL ESTIMATED COST	\$500,000

Attachment B

ATTACHMENT B:
Santa Cruz METRO Bus Stop Improvement Project
Additional Repairs and Improvements by District

By Who	Stop ID#	Street	Cross Street	Direction	Routes in Use	District	Improvements with this Project
SCMTD	1840	Soquel Drive	Cabrillo College TC	out	54, 55, 56, 69WD, 69WE, 71WD, 71WE, 91XW	2nd	Replace shelter screens.
SCMTD	1843	Soquel Drive	Mar Vista School	out	54, 55, 56, 71WD, 71WE	2nd	Replace all shelter screens.
EDTAC	1805	Soquel Drive	Dominican Hospital	in	53, 70, 71SD, 71SE, 91XS	3rd	Red curb. Reposition bench for 60".
SCMTD	1795	Soquel Ave	Frederick	out	66, 69WD, 69WE, 70, 71WD, 71WE	3rd	Replace all shelter screens.
EDTAC	1078	Freedom	Stanford	in	71SD, 71SE	3rd	Red curb
BSAC#2, UTU	1081	Freedom	Sydney	out	69WD, 69WE, 71WD, 71WE	4th	Red curb
BSAC#3, UTU	1091	Green Valley	Main	in	71, 72, 74, 75, 76	4th	Red curb
EDTAC	2193	Arthur	Watsonville Care Center	out	71SD, 71SE	4th	Red curb
SCMTD	2220	Green Valley	Maranatha	in	71SE, 72, 75	4th	Vegetation maintenance
UTU	2335	Mark	Hathaway	out	75	4th	Red curb

Attachment B

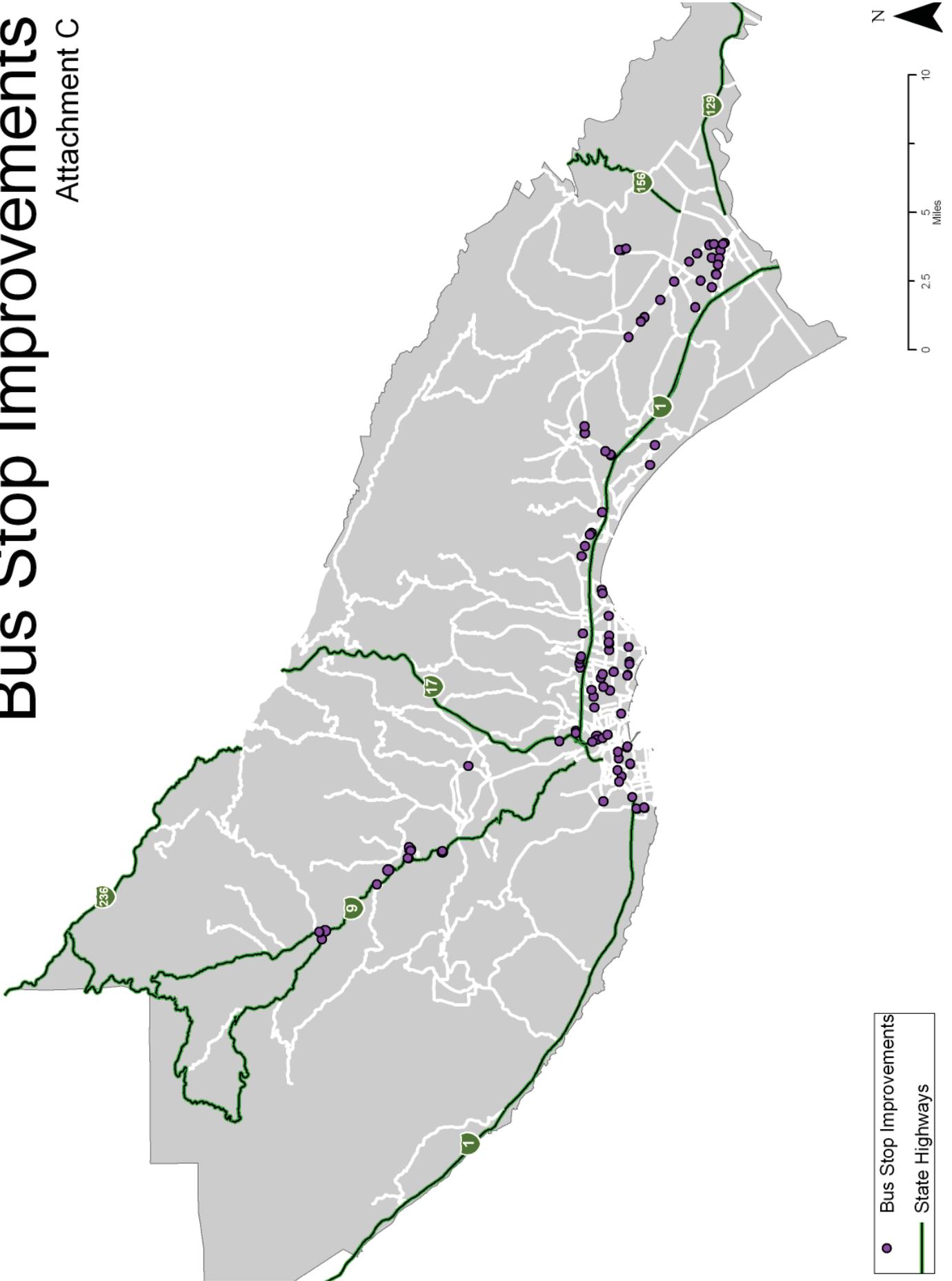
ATTACHMENT B:
Santa Cruz METRO Bus Stop Improvement Project
Additional Repairs and Improvements by District

By Who	Stop ID#	Street	Cross Street	Direction	Routes in Use	District	Improvements with this Project
UTU	2336	Mark	Ponderosa	out	75	4th	Weed abatement and graffiti removal.
EDTAC	2465	Freedom	Stanford	out	71WD, 71WE	4th	Red curb, straighten pole.
SCMTD	1471	Glen Arbor	Hihn	in	35	5th	Landscaping
SCMTD	1530	Highway 9	SLV HS	in	35WD, 35WE	5th	Replace screens, graffiti abatement.
SCMTD	1531	Highway 9	SLV HS	in	35AD, 35AE	5th	Replace screens, graffiti abatement.
SCMTD	1543	Highway 9	Main	in	35WD, 35WE	5th	Replace all shelter screens
SCMTD	1544	Highway 9	Main	out	35AD, 35AE	5th	Replace all shelter screens
SCMTD	1561	Highway 9	Lomond	in	35WD, 35WE	5th	Replace all shelter screens
SCMTD	1896	Water	Market	out	09, 66, 70, 71WD, 71WE	5th	Red curb

Bus Stop Improvements

Attachment C

Attachment C



10.c1

Attachment D

Attachment D Repairs On Hold List

	Stop ID#	Street	Cross Street	Direction	Routes in Use	District	Improvements as funding allows	Reason for Hold
EDTAC	1045	Clifford	#240	out	71SE, 71WD, 71WE	4th	Paint	Not an allowable improvement
EDTAC, SCMTD, UTU	1046	Clifford	#253	in	71SD, 71SE	4th	Talk to city about adding red curb before the bus stop to allow drivers to let passengers out at the pad	Not an allowable improvement
EDTAC	1077	Freedom	Brennan	in	71SD, 71SE	4th		ADA
EDTAC	1078	Freedom	Stanford	in	71SD, 71SE	4th	red curb	Not an allowable improvement
BSAC, UTU	1081	Freedom	Sydney	out	69WD, 69WE, 71WD, 71WE	4th	Red curb	Not an allowable improvement
UTU	1084	Freedom	Green Valley	In	69SD, 69SE, 72, 74, 75	4th		Sidewalk measurements not large enough for shelter
UTU	1089	Freedom	Browker	in	71WD, 71WE, 76	2nd		ADA

Attachment D

Attachment D Repairs On Hold List

BSAC, UTU	1091	Green Valley	Main	in	71, 72, 74, 75, 76	4th	Red curb	Not an allowable improvement
SCMTD	1095	Green Valley	Pennsylvania	northbound	71SD, 71SE, 72, 74, 75	4th		Sidewalk measurements not large enough for shelter
UTU	1097	Freedom	Green Valley	in	71SD, 71SE	4th		Sidewalk measurements not large enough for shelter
UTU	1209	Aptos Beach Dr	Marina	out	54, 55	2nd	Red Curb	Not an allowable improvement
UTU	1210	Aptos Beach Dr	Marina	in	54	2nd		This stop will be deactivated effective 9/16
SCMTD	1222	Bay St	Redwood	in	3, 19	3rd	red curb	Not an allowable improvement
SCMTD	1230	Bay St	Iowa St	out	12, 13, 15, 16WD, 16WE, 19, 41	3rd	Replace upper shelter screens	Not an allowable improvement
UTU	1236	Highway 9	Highway 236	in	35, 35A	5th		State highway
EDTAC, UTU	1290	Capitola Rd	Jose	out	69WD, 69WE	1st	Keep in mind for FUTURE larger scale improvement in future. Red curb	Encroachment.
SCMTD	1294	Capitola Rd	17th	in	69SD, 69SE	1st	Replace missing shelter screen	Not an allowable improvement
UTU	1297	Capitola Rd	Woodrose	out	69WD, 69WE	1st		

Attachment D

Attachment D Repairs On Hold List

EDTAC	1300	Capitola Rd	30th	in		69SD, 69SE	1st	reposition bench for 60", red paint,	Not an allowable improvement
EDTAC	1340	Columbia	State	out		07	3rd		Stop will be inactive 9/16
	1349	Delaware	DeAnza MHP	in		3B	3rd		Ask about status of talks with mobile home park with regards to replacement shelter
SCMTD	1427	Freedom	Apto High School	in		71SD, 71SE	2nd	Replace all shelter screens	Not an allowable improvement
UTU	1436	Freedom	#5620	out		71WD, 71WE	2nd	Tree trimming	Not an allowable improvement
	1471	Glen Arbor	Hihn	in		35	5th		Insufficient sunlight. ADA
SCMTD	1530	Highway 9	SLV HS	in		35WD, 35WE	5th		Not an allowable improvement
	1531	Highway 9	SLV HS	in		35AD, 35AE	5th		Not an allowable improvement
SCMTD	1543	Highway 9	Main	in		35WD, 35WE	5th	Replace all shelter screens	Not an allowable improvement
SCMTD	1544	Highway 9	Main	out		35AD, 35AE	5th	Replace all shelter screens	Not an allowable improvement
	1549	Highway 9	California	out		35A	5th		State highway and ADA
SCMTD	1561	Highway 9	Lomond	in		35WD, 35WE	5th	Replace all shelter screens	Not an allowable improvement

Attachment D

Attachment D Repairs On Hold List

EDTAC	1592	Laurel	Center/Washing ton	in		12, 15, 16, 16N, 40, 41, 42	3rd	Red curb	Not an allowable improvement
UTU	1630	Mission	Laurel	out		12, 13, 15, 16, 40, 41, 42	3rd		Sidewalk measurements not large enough for shelter
SCMTD	1686	Portola	26th	out		66, 68N	1st	Replace upper shelter screens	Not an allowable improvement
SCMTD	1687	Portola	30th	in		12, 66, 68N	1st		Sidewalk measurements not large enough for shelter
SCMTD	1690	Portola	35th	in		12, 66, 68D, 68N	1st	Replace upper shelter screens	Not an allowable improvement
SCMTD	1693	Portola	37th	out		66, 68D, 68N	1st	Replace upper shelter screens	Not an allowable improvement
UTU	1711	Rio Del Mar	Deer Park	in		54	2nd		This stop will be deactivated effective 9/16
UTU	1712	Deerpark	Rio Del Mar	out		54, 55	2nd		There is minimal sidewalk space and ADA
SCMTD	1752	Seabright	Hall	in		12, 68N, 68	3rd	Red curb	Not an allowable improvement
SCMTD, UTU	1754	Seabright	Clinton	in		12, 68N, 68	3rd		ADA
SCMTD	1756	Seabright	Windham	out		68N, 68	3rd	Red curb	Not an allowable improvement

Attachment D

Attachment D Repairs On Hold List

SCMTD, UTU	1757	Seabright	Windsor	in	12, 68N, 68	3rd		ADA
SCMTD, EDTAC	1781	Soquel Ave	Riverside Dr	out	69WD, 69WE	3rd	Replace upper shelter screens	Not an allowable improvement
EDTAC	1782	Soquel	Ocean	in	04, 09, 69SD, 69SE	3rd		
SCMTD	1788	Soquel Ave	Pine St	in	69SD, 69SE	3rd	Replace upper shelter screens	Not an allowable improvement
UTU	1791	Soquel Ave	Cayuga	out	69WD, 69WE	3rd		Bus stop improvement as development condition.
UTU	1792	Soquel Ave	N. Seabright	in	69SD, 69SE	3rd		Sidewalk measurements not large enough for shelter
SCMTD	1795	Soquel Ave	Frederick	out	66, 69WD, 69WE, 70, 71WD, 71WE	3rd	Replace all shelter screens	Not an allowable improvement
SCMTD	1796	Soquel Ave	San Juan	in	66, 69SD, 69SE, 70, 71SD, 71SE	3rd	Replace all shelter screens	Not an allowable improvement

Attachment D

Attachment D Repairs On Hold List

UTU	1800	Soquel Ave	So. Park Way	out		66, 69WD, 69WE, 70, 71WD, 71WE	3rd		Leave for city
SCMTD	1801	Soquel Ave	La Fonda	in		66, 70, 71SD, 71SE	3rd	Replace all shelter screens	Not an allowable improvement
UTU	1803	Soquel Ave	7th	in		66, 70, 71SD, 71SE			Cost prohibitive
SCMTD	1804	Soquel Ave	7th Ave	out		70, 71WD, 71WE	? 3rd/1st Boundary	Replace all shelter screens	Not an allowable improvement
EDTAC	1805	Soquel Drive	Dominican Hospital	in		53, 70, 71SD, 71SE, 91XS	? 3rd/1st Boundary	Red curb. Reposition bench for 60"	Not an allowable improvement
EDTAC	1806	Soquel Drive	Dominican Hospital	out		70, 71WD, 71WE	1st	Red curb. Reposition bench for 60"	Not an allowable improvement
SCMTD	1811	Soquel Drive	Winkle	out		70, 71WD, 71WE	1st	Replace all shelter screens	Not an allowable improvement

Attachment D

Attachment D Repairs On Hold List

SCMTD	1838	Soquel Drive	Porter Gulch Rd	out	54, 55, 69SD, 69SE, 70, 71SD, 71SE	2nd		Sidewalk measurements not large enough for shelter
SCMTD	1840	Soquel Drive	Cabrillo College TC	out	54, 55, 56, 69WD, 69WE, 71WD, 71WE, 91XW	2nd	Replace upper shelter screens	Not an allowable improvement
UTU	1841	Soquel Drive	Borregas	out	54, 55, 56, 71WD, 71WE	2nd		Sidewalk measurements not large enough for shelter
SCMTD	1843	Soquel Drive	Mar Vista School	out	54, 55, 56, 71WD, 71WE	2nd	Replace all shelter screens	Not an allowable improvement
SCMTD	1849	Soquel Drive	State Park Dr	in	54, 55, 56, 69SD, 69SE, 71SD, 71SE, 91XS	2nd	Replace all shelter screens	Not an allowable improvement
EDTAC	1853	Soquel Drive	Trout Gulch	out	71WD, 71WE	2nd		Condition this site upon Redevelopment

Attachment D

Attachment D Repairs On Hold List

BSAC, UTU, SCMTD	1862	Stockton	Capitola Ave	in		54, 55, 69SD	2nd		SERVICE IS BEING CUT TO THIS LOCATION
UTU	1868	Swanton	West Cliff	in		3	3rd		Stop will be inactive 9/16
SCMTD	1870	Swanton	Delaware	in		3	3rd		Stop will be inactive 9/16
						09, 66, 70, 71WD, 71WE	5th	Red curb	Not an allowable improvement
	1896	Water	Market	out					
SCMTD	1919	7th	Eddy (Inland Harbor)	in		66	1st	Replace upper shelter screens	Not an allowable improvement
						12, 13, 15, 16WD, 16WE, 19, 41, 42	3rd		Insufficient space for improvements. ADA
SCMTD	2056	Bay St	King St	in					
						35WD, 35WE	5th		State highway
SCMTD	2143	41st	Bain	out		68D, 68N	1st	Replace upper shelter screens	Not an allowable improvement
SCMTD	2167	41st	Kings Plaza	in		12, 66, 68D, 68N	1st	Replace upper shelter screens	Not an allowable improvement

Attachment D

Attachment D Repairs On Hold List

UTU, SCMTD	2174	Merriel	17th	in	66	1st	Red curb	Not an allowable improvement
EDTAC	2193	Arthur	Watsonville Care Center	out	71SD, 71SE	4th	Red curb	Not an allowable improvement
SCMTD	2195	Amesti	Paraiso	out	72, 76	2nd	Replace missing shelter screens	Not an allowable improvement
SCMTD	2220	Green Valley	Maranatha	in	71SE, 72, 75	4th	Vegetation maintenance	Not an allowable improvement
SCMTD	2247	Searidge	McGregor	out	54, 55	2nd	Replace upper shelter screens	Not an allowable improvement
SCMTD	2291	Bay St	California	out	3, 19	3rd	Replace upper shelter screens	Not an allowable improvement
SCMTD	2296	Brommer	Hope (Odyssey Ct)	in	66	1st	Replace upper shelter screens	Not an allowable improvement
SCMTD, UTU	2335	Mark	Hathaway	out	75	4th	Red curb	Not an allowable improvement
SCMTD, UTU	2336	Mark	Ponderosa	out	75	4th	Weed abatement and graffiti removal	Not an allowable improvement
SCMTD	2464	Seascape	Via Pacifica	out	54, 56	2nd	Replace upper shelter screens	Not an allowable improvement
EDTAC	2465	Freedom	Stanford	out	71WD, 71WE	4th	Red curb. Straighten pole	Not an allowable improvement
SCMTD	2549	Paul Sweet	Salisbury	in	17SC, 17SJ	1st	Replace plexiglass panel	Not an allowable improvement
UTU	2572	Laurel	Chestnut	in	12, 15, 16, 40, 41, 42	3rd		Identified as not having problems by UTU
EDTAC	2623	Nielson	Watsonville Hospital	in	69SD, 69SE	2nd	Keep in mind for future large project.	Caltrans standards in Watsonville

Attachment D

Attachment D Repairs On Hold List

SCMTD	2649	41st	Gladys	in	12, 68D, 68N	1st	Replace upper shelter screens	Not an allowable improvement
SCMTD	2650	Portola	41st	in	12, 68D, 68N	1st	Replace upper shelter screens	Not an allowable improvement
UTU	2666	Soquel	Front	out	69WD, 69WE	3rd	Red curb	Not an allowable improvement
SCMTD	2667	Front	Soquel Ave	in	04, 09, 31, 32, 35AD, 35AE, 66, 70, 71WD, 71WE	3rd	Replace upper shelter screens	Not an allowable improvement
UTU	2668	Soquel	Pine	Out	69WD, 69WE	3rd		Condition this upon development
SCMTD	2697	Pacific	Center	out	03, 07, 19, 20, 68N	3rd	Replace all shelter screens	Not an allowable improvement
SCMTD	2722	Soquel Drive	Porter Gulch Rd	in	54, 55, 56, 69WD, 69WE, 71WD, 71WE, 91XW	2nd	Replace all shelter screens	Not an allowable improvement

Attachment D

Attachment D Repairs On Hold List

EDTAC	2731	Laurel	Blackburn	out	12, 15, 16WD, 16WE, 40, 41, 42	3rd	Speak with city about moving the crosswalk
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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

FROM: Mary Ferrick, Fixed Route Superintendent

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH OJO TECHNOLOGY FOR A CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM AT THE WATSONVILLE TRANSIT CENTER FOR AN AMOUNT NOT TO EXCEED \$164,000

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract with Ojo Technology for a Closed Circuit Television Surveillance System at the Watsonville Transit Center for an amount not to exceed \$164,000.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified closed circuit television (CCTV) surveillance firms.
- Ten firms submitted proposals for Santa Cruz METRO's review.
- A four member evaluation committee comprised of Santa Cruz METRO's staff and project consultant reviewed and evaluated the proposals.
- Staff is recommending that the Board of Directors authorize the General Manager to execute a contract with Ojo Technology for a closed circuit television surveillance system at the Watsonville Transit Center for an amount not to exceed \$164,000.

III. DISCUSSION

Santa Cruz METRO sought proposals from qualified CCTV surveillance system firms to install a complete Closed Circuit Television Surveillance system for Watsonville Transit Center. Santa Cruz METRO is seeking to upgrade its infrastructure and add security to the Watsonville Transit Center. The selected firm has experience in working with Public Agencies and will provide all the equipment, software and installation for a complete surveillance system.

On August 3, 2010, Santa Cruz METRO Request for Proposal No. 11-01 was sent out to sixty-seven firms, was legally advertised, and a notice was posted on Santa Cruz METRO's web site. On October 1, 2010, proposals were received and opened from ten firms. A list of these firms

and the final ranking is provided in **Attachment A**. A four member evaluation committee comprised of Santa Cruz METRO's staff and project consultant have reviewed and evaluated the proposals.

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

EVALUATION CRITERIA	IV. POINTS POSSIBLE
1. Understanding of the Service Requirements	20
2. Experience and capability of the firm	20
3. Cost Proposal	25
4. References	10
5. Disadvantaged Business Enterprises	25
Total Possible Points	100

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 the Board of Directors authorize the General Manager execute a contract with Ojo Technology for a Closed Circuit Television Surveillance System at the Watsonville Transit Center for an amount not to exceed \$164,000.

IV. FINANCIAL CONSIDERATIONS

Funds to support the contract are included in the FY11 Grant-Funded Projects budget titled Facilities Video Surveillance Project (OHS-1B).

V. ATTACHMENTS

Attachment A: List of firms that submitted a proposal and final ranking.

Attachment B: Contract with Ojo Technology

Prepared By: Hina Patel, Purchasing Agent
Date Prepared: December 10, 2010

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

Attachment A

11-01 Closed Circuit Television Surveillance System Tabulation/Scoring Summary

OJO Tech		MA	CA	MF	AW	Ave Score
1. Qualifications & Experience	20 Pts	20	18	20	20	19.5
2. Cost Proposal	25 Pts	20	17	20	25	20.5
3. Presentation of Timeline	25 Pts	25	20	20	20	21.3
4. DBE Participation	25 Pts	25	25	25	25	25.0
Totals		90	80	85	90	85.0

AVRIO		MA	CA	MF	AW	Ave Score
1. Qualifications & Experience	20 Pts	20	20	20	20	20.0
2. Cost Proposal	25 Pts	25	20	20	25	22.5
3. Presentation of Timeline	25 Pts	20	15	25	20	20.0
4. DBE Participation	25 Pts	25	25	25	25	25.0
Totals		90	80	90	90	86.7

RFI Enterprise		MA	CA	MF	AW	Ave Score
1. Qualifications & Experience	20 Pts	20	20	20	15	18.8
2. Cost Proposal	25 Pts	25	25	25	20	23.8
3. Presentation of Timeline	25 Pts	20	20	20	20	20.0
4. DBE Participation	25 Pts	0	0	0	0	0.0
Totals		65	65	65	55	65.0

First Alarm		MA	CA	MF	AW	Ave Score
1. Qualifications & Experience	20 Pts	20	20	20	20	20.0
2. Cost Proposal	25 Pts	25	20	18	25	22.0
3. Presentation of Timeline	25 Pts	20	20	20	20	20.0
4. DBE Participation	25 Pts	15	16	15	25	17.8
Totals		80	76	73	90	76.3

Attachment A

Johnson Electric		MA	CA	MF	AW	Ave Score
1. Qualifications & Experience	20 Pts	20	18	20	15	18.3
2. Cost Proposal	25 Pts	25	18	20	25	22.0
3. Presentation of Timeline	25 Pts	10	8	20	20	14.5
4. DBE Participation	25 Pts	0	0	0	0	0.0
Totals		55	44	60	60	53.0

Attachment A



RFP 11-01 Closed Circuit Television Surveillance System

Proposals Due: October 1, 2010, 5:00 PST.

Received

1. North American Video	9/30
2. Avrio Group Surveillance	10/1
3. Ojo Technology	10/1
4. CS Technologies	10/1
5. Wachter	10/1
6. Hamid Marshall (Cyberwatch)	10/1
7. RFI Communications	10/1
8. Simplex Grinnell (TYCO)	10/1
9. First Alarm Inc.	10/1
10. Johnson Electronics	10/1

Attachment B

CONTRACT FOR CONSULTANT SERVICES FOR UPGRADE OF METRO'S CLOSED CIRCUIT TELEVISION SURVEILLANCE SYSTEM AT THE WATSONVILLE TRANSIT CENTER (11-01)

THIS CONTRACT is made effective on December 23, 2010 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and OJO TECHNOLOGY ("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 110 Vernon Street, Santa Cruz, California 95060.

1.02 METRO's Need for Upgrade of METRO's Closed Circuit Television Surveillance System at the Watsonville Transit Center.

METRO has the need for a Closed Circuit Television Surveillance System at the Watsonville Transit Center. In order to obtain these services, METRO issued a Request for Proposals, dated, August 3, 2010 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 48025 Fremont Blvd, Fremont, CA 94538. 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 for the Watsonville Transit Center (BAFO) which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On December 17, 2010, 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.

Attachment B

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated August 3, 2010 including Addendum No. 1, dated August 10, 2010, Addendum No. 2 dated September 2, 2010, Addendum No. 3, dated September 9, 2010, and Addendum No. 4 September 24, 2010.

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

Contractor's Proposal to METRO for the Upgrade of METRO's Closed Circuit Television Surveillance System, at the Watsonville Transit Center BAFO, signed by Contractor and dated December 7, 2010.

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 August 3, 2010.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued August 3, 2010.

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.

Attachment B

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.

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 \$164,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by 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
110 Vernon Street
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

Ojo Technology
48025 Fremont Blvd
Fremont, CA 94538
Attention: Angie Wong

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.

Attachment B

Signed on _____

METRO - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR – OJO TECHNOLOGY

By _____
Angie Wong
President and Chief Executive Officer

Approved as to Form:

Margaret Rose Gallagher
METRO Counsel

SANTA CRUZ METROPOLITAN TRANSIT SANTA CRUZ METRO

DATE: December 17, 2010
TO: Board of Directors
FROM: Leslies R. White, General Manager
**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT FOR STATE
LEGISLATIVE SERVICES WITH SHAW/YODER/ANTWIH, INC.**

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a contract for state legislative services with Shaw/Yoder/Antiwih, Inc.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- One firm submitted a proposal for the Santa Cruz METRO's review.
- A Procurement and Justification Summary is provided as in accordance with FTA circular 4420.1F, Chapter V1, Section 3.i.(1)(b)2.
- An evaluation committee comprised of four Santa Cruz METRO staff reviewed and evaluated the proposal.
- The evaluation committee is recommending that a contract be established with Shaw/Yoder/Antiwih, Inc. to provide state legislative services.

III. DISCUSSION

The Santa Cruz METRO requires the services of a state legislative representative to represent and advocate before the State Legislature and the Governor's Office, the positions and policies of the Santa Cruz METRO other required services include:

- Represent the Santa Cruz METRO before the various legislative committees in Sacramento, as directed.
- Monitor transportation committees and other committees as appropriate; represent the Santa Cruz METRO before such committees, as directed.
- Advise the Santa Cruz METRO on legislative strategy.
- Serve as an advisor to management and the Directors.
- Represent the Santa Cruz METRO, when directed, before State Departments, Agencies, and regulatory bodies that impact the policies and programs of the Santa Cruz METRO.

- Provide information relative to the legislative hearings which may have impact on the policies and programs of the Santa Cruz METRO.
- Closely monitor and manage legislative issues and/or bills which the Santa Cruz METRO has identified as high priority items.
- Provide assistance to the Santa Cruz METRO in drafting proposed testimony before the Legislature and present such testimony when requested;
- Coordinate advocacy efforts with the Santa Cruz METRO's Board of Directors and staff; undertake such other assignments upon which the Santa Cruz METRO and consultant mutually agree.
- Prepare written reports, at least monthly, summarizing its activities on behalf of the Santa Cruz METRO; and shall comply with all Federal and State laws and regulations relating to the activities of lobbyists.
- Consultant will provide necessary documentation to support the filing of all required Federal and State forms related to legislative assistant or lobbying services.

On October 28, 2010, Santa Cruz METRO Request for Proposal, 11-08 was sent to ten firms and was legally advertised. On November 30, 2010, proposals were received and opened from one firm. Since only one proposal was received, FTA Circular 4220.1F, Chapter VI, Section 3.i.(1)(b)2, is referenced to meet compliance for a single proposal received after a competitive procurements is administered, and is included as **Attachment A**.

An evaluation committee comprised of Santa Cruz METRO staff have reviewed and evaluated the proposals.

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

Criteria	Points
Qualifications of Firm	30
Qualifications of Proposed Staff	30
Fees for Service	20
Compliance with Proposal Requirements, Contract Terms and Conditions	15
DBE Participation	5
Total Points Possible	100

Based on the above criteria, the selection committee is recommending that the Board of Directors authorize the General Manager to sign a contract with Shaw/Yoder/Antwih, Inc. to provide state legislative services for an amount not to exceed \$ 30,000. Contractor has provided State Legislative Services for the Santa Cruz METRO since 1995. Contractor will continue to provide services meeting all Santa Cruz METRO specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the FY 2011 Administration Operating Budget.

V. ATTACHMENTS

Attachment A: Procurement and Justification Summary

Attachment B: Contract for State Legislative Representative Services (11-08)

Prepared By: Hina Patel, Purchasing Agent

Date Prepared: December 9, 2010

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

Attachment A

Attachment A

PROCUREMENT JUSTIFICATION AND SUMMARY

RFP 11-08 State Legislative Representative Services

DECEMBER 10, 2010

On November October, 28, 2010 a request for proposals (RFP 11-08) was issued. The invitation was posted to the Santa Cruz METRO website and send out electronically via Govdelivery, and well as advertised in a newspaper of mass distribution the Santa Cruz Sentinel. Documentation of the advertisement and email blast are included in this summary. The bid list comprised of eight companies who received the solicitation package.

On November 30, 2010, one proposal was received. The proposal is from the current vendor and is very competitive. The consultant has not increased the monthly fee charged for the services since 2005. Because this was a competitive procurement and the current consultant performance exceeds the qualification, staff is recommending award to Shaw/Yoder/Antwih, Inc.

In accordance, with FTA Circular 4200.1 F Chapter VI, Chapter V1, Section 3.i.(1)(b)2. dated 7/1/2010, Procedure guidance for open market procurement states the following on Page 17.

Single Bid or Single Proposal. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

Adequate Competition. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid sole source.

Staff has met the requirements for adequate competition and determined that conditions of the single proposal were caused by conditions beyond our control. The following are attachments to demonstrate due diligence.

Attachment A1: Invitation posted to the Santa Cruz METRO website

Attachment A2: Email blast for Govdelivery

Attachment A3: Documentation of Advertisement in the Santa Cruz Sentinel

Attachment A4: Bid list of prospective proposers



Request for Proposals (RFP) No. 11-08 for State Legislative Representative

Santa Cruz Metropolitan Transit District (Santa Cruz METRO) has issued an RFP No. 11-08 for State Legislative Representative, due at 5:00 P.M. on November 30, 2010. A copy of the RFP documents can be obtained by contacting Santa Cruz METRO's Purchasing Office by email to hpatel@scmttd.com. **Please be sure to include your company name, mailing address and contact information for any possible RFP addenda.**

Please submit a fully executed Part II General Information Form; list of sub consultants proposed; Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion; Lobbying Certification; Buy America Certification; Contract DBE Information; along with any required information identified in the specification section of the RFP. A contract will be executed for the services requested and will be in substantially the same form as the sample contract provided in Part V of the RFP.

Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of the contract with Santa Cruz METRO, and all contractors shall take all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts and subcontracts.

In connection with the execution of any contract with Santa Cruz METRO, the successful contractor shall not discriminate against any employee or application for employment because of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability.

Santa Cruz METRO, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all contractors that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit a proposal in response to this request for proposals and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

If you have any questions, please contact Santa Cruz METRO's Purchasing Office at (831) 426-0199 or the email address is: hpatel@scmttd.com. Please note that all changes to the RFP will be made only by written addenda issued to all offerors. Oral changes are not binding. Please request a written addendum for any proposed change.

Hina Patel
Purchasing Agent
Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060
Tel (831) 426-0199 Fax (831) 423-2918
email: hpatel@scmttd.com

Hina Patel

From: Santa Cruz METRO Transit District [scmttd@service.govdelivery.com]
Sent: Friday, October 29, 2010 8:52 AM
To: Hina Patel
Subject: Santa Cruz METRO Transit District Agency Info - Bids & Proposals - Professional Services Update

This is a courtesy copy of an E-mail bulletin sent by Hina Patel .

This bulletin was sent to the following groups of people:
Subscribers of Agency Info - Bids & Proposals - Professional Services (102 recipients)

Begin E-mail Bulletin:

RFP 11-08 State Legislative Representative

Due Date: November 30, 2010 at 5:00 PM, PST

You are subscribed to Agency Info - Bids & Proposals - Professional Services for Santa Cruz METRO Transit District. This information has recently been updated, and is now available.

Update your subscriptions, modify your password or e-mail address, or stop subscriptions at any time on your Subscriber Preferences Page. You will need to use your e-mail address to log in. If you have questions or problems with the subscription service, please contact support@govdelivery.com.

This service is provided to you at no charge by SCMTD.

Order Confirmation

<p>Ad Order Number 0003735170</p> <p>Sales Rep. jwhite</p> <p>Order Taker jwhite</p> <p>Order Source</p> <p>Customer SANTA CRUZ METROPOLITAN TRANSIT DISTRICT</p> <p>Customer Account 3453982</p> <p>Customer Address 110 VERNON STREET Santa Cruz CA 95060 United States</p> <p>Customer Phone 831-426-6080 831-469-1958</p> <p>Customer Fax 831-426-6117</p> <p>Customer EMail</p>	<p>Payor Customer SANTA CRUZ METROPOLITAN TRA</p> <p>Payor Account 3453982</p> <p>Payor Address 110 VERNON STREET Santa Cruz CA 95060 United States</p> <p>Payor Phone 831-426-6080 831-469-1958</p> <p>Special Pricing None</p>
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Tear Sheets	Proofs	Affidavits	Blind Box	Promo Type	Materials	Amount Due
0	0	0				\$187.74
Invoice Text	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	
No. 11-08	\$187.74	\$0.00	\$187.74		\$0.00	
Ad Number	Ad Type	Ad Size	Color	Production Method	Production Notes	
0003735170-01	Legal Liner	.20 X 63 LI	<NONE>	AdBooker		
External Ad Number	Ad Attributes	Ad Released	Pick Up			
		No	0003677710			

Product Information	Placement/Classification	Run Dates	# Inserts	Cost
Run Schedule Invoice Text	Sort Text			
Santa Cruz Sentinel:	Legals CLS SCS	11/1/2010	1	\$187.74
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT METROPOLITAN TRANSIT DISTRICTSANTA				

WYSIWYG Content
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (SANTA CRUZ METRO)
NOTICE OF REQUEST FOR PROPOSALS (RFP)
NO.11-08

FOR
STATE LEGISLATIVE REPRESENTATIVE

Santa Cruz METRO is accepting sealed proposals for Santa Cruz METRO's Request for Proposals. Sealed proposals will be accepted at the Santa Cruz METRO's Administration Office, 110 Vernon Street, Santa Cruz, CA 95060 until 5:00 p.m., November 30, 2010.

Specifications and proposal documents can be obtained from Santa Cruz METRO's Purchasing Agent at the above address, or by email to hpatei@scmetro.com or by calling (831) 426-0199 during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excepted.

Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of the contract with Santa Cruz METRO, and all contractors shall take all necessary steps to ensure that they do not have the maximum opportunity to compete for and perform contracts and subcontracts.

In connection with the execution of any contract with Santa Cruz METRO, the contractor shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability.

Santa Cruz METRO, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle E, Chapter I, Section 15.403, Notice of Intent for Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all contractors that it will affirmatively insure that in any contract entered into pursuant to this advertisement, full opportunity to submit a proposal in response to this request for proposals and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Hina Patel
Purchasing Agent
3735170
11/1

Attachment B

CONTRACT FOR STATE LEGISLATIVE REPRESENTATIVE SERVICES (11-08)

THIS CONTRACT is made effective on January 1, 2010 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("METRO"), and SHAW/YODER/ANTWIH, INC. ("Contractor").

I. 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 110 Vernon Street, Santa Cruz, California 95060.

1.02 METRO's Need for State Legislative Representative Services

METRO has the need for State Legislative Representative Services. In order to obtain these services, the Santa Cruz METRO issued a Request for Proposals, dated October 28, 2010, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

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

1.04 Selection of Contractor and Intent of Contract

On December 17, 2010, METRO selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the State Legislative Representative Services described herein. This Contract is intended to fix the provisions of these services.

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 October 28, 2010

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

Contractor's Proposal to the Santa Cruz METRO for State Legislative Representative Services signed by Contractor and received on November 30, 2010.

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".

Attachment B

2.03 Recitals

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

3. DEFINITIONS

3.01 General

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

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

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued October 28, 2010.

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 October 28, 2010.

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

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

4. TIME OF PERFORMANCE

4.01 Term

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

At the option of the 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 \$2,500 per month, all expenses included. METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of METRO written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$30,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the 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

Attachment B

call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the METRO (or any grantor of the 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 the 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
110 Vernon Street
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

Shaw Yoder, Inc.
1414 K Street, Suite 320
Sacramento CA 95814
Attention: Joshua Shaw

Attachment B

7. AUTHORITY

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

Signed on _____

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
SHAW/YODER/ANTWIH, INC..

By _____
Joshua W. Shaw
Partner

Approved as to Form:

Margaret Rose Gallagher
METRO Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: December 17, 2010

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH WEST BAY BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE MAINTENANCE BUILDING TO JUNE 30, 2011, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF AUGUST 29, 2009.

I. RECOMMENDED ACTION

That the Board of Directors approve an amendment to the contract with West Bay Builders Inc. that extends the contract expiration date to June 30, 2011, while maintaining the construction completion date of August 29, 2009.

II. SUMMARY OF ISSUES

- On October 27, 2006 the Board of Directors approved a contract with West Bay Builders, Inc. for the construction of the Maintenance Building component of the MetroBase Project pending Labor Harmony provisions. On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter.
- The construction bid submitted by West Bay Builders identified a 974 calendar day construction period and therefore the construction contract was written for a 974 calendar day period commencing November 27, 2006 and ending July 28, 2009.
- Current change orders and delays have modified the construction completion date to August 29, 2009. Approved change orders include #1-#30, #32-#35.
- As a result of the contract being written with the expiration date coinciding with the anticipated construction completion date no invoices for construction costs can be processed for payment by METRO that are submitted after August 29, 2009.
- On March 9, 2009, the Board of Directors approved a contract extension to January 28, 2010.
- On August 29, 2009, the Board of Directors approved an amendment to extend the expiration date to July 28, 2010.
- METRO should have constructed the contract in a manner that identified a construction completion date, with the accompanying liquidated damages penalties, and a later expiration date for the close-out of all outstanding cost issues and release of any retained funds.

- It is recommended that the contract with West Bay Builders, Inc. be amended to extend the expiration date to June 30, 2011. This action will not change the construction completion date in the contract.

III. DISCUSSION

On October 27, 2006 the Board of Directors approved a contract with West Bay Builders, Inc. for the construction of the Maintenance Building component of the MetroBase Project pending Labor Harmony provisions. On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter. The construction bid submitted by West Bay Builders identified a 974 calendar day construction period and therefore the construction contract was written for a 974 calendar day period commencing November 27, 2006 and ending July 28, 2009. Current change orders and delays have modified the construction completion date to August 28, 2009. As a result of the contract being written with the expiration date coinciding with the anticipated construction completion date no invoices for construction costs can be processed for payment by METRO that are submitted after August 29, 2009. Approved change orders include #1-#30, #32-#35. On March 9, 2009, the Board of Directors approved a contract extension to January 28, 2010. METRO should have constructed the contract in a manner that identified a construction completion date, with the accompanying liquidated damages penalties, and a later expiration date for the close-out of all outstanding cost issues and release of any retained funds. METRO will be able to pay invoices for construction costs pass construction completion date.

It is recommended that the contract with West Bay Builders, Inc. be amended to extend the expiration date to June 30, 2010. This action will not change the construction completion date in the contract.

IV. FINANCIAL CONSIDERATIONS

The amendment of the contact with West Bay Builders, Inc. to extend the expiration date of the current contract will not have a financial impact on the MetroBase Project or the METRO Budget.

V. ATTACHMENTS

None