

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA FEBRUARY 23, 2007 (Fourth Friday of Each Month)

****SANTA CRUZ CITY COUNCIL CHAMBERS***

809 CENTER STREET

SANTA CRUZ, CALIFORNIA

9:00 a.m. – 12:00 p.m.

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

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

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Niro Mudra Re: Letter of gratitude
 - b. Celia Brown, County of SC Re: Irrigation water run-off
 - c. Tom Stickel, SCMTD Re: Irrigation water run-off
 - d. **Lynn Gallagher** Re: **Service Request**
 - e. **Ryan McKowan** Re: **Service Request**
 - f. **Leslie Shipley** Re: **Service Request**
 - g. **Diane O'Rourke & Ed Poty** Re: **Service Request**
 - h. **Ernestina Zolorzano** Re: **Service Request**
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF JANUARY 12 & 26, 2007 AND REVISED PAGES 11 & 12 OF APRIL 28, 2006 MINUTES
Minutes: **REVISED PAGE 3 OF THE JANUARY 26, 2007 MINUTES IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JANUARY 2007
Report: Attached

- 5-3. ACCEPT AND FILE JANUARY 2007 RIDERSHIP REPORT AND PAGE 1 OF THE DECEMBER 2006 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE JANUARY RIDERSHIP REPORT IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: ~~NONE~~
DENY THE CLAIM OF EVA GUEVARA-FIERRO, CLAIM #07-0007
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR FEBRUARY 21, 2007 AND MINUTES OF DECEMBER 20, 2006
Agenda/Minutes: **REVISED AGENDA IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: **IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR NOVEMBER 2006
Report: **IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF NOVEMBER 2006
Staff Report: Attached
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF DECEMBER 2006
Staff Report: **IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE DECEMBER 2006 MEETING(S)
Staff report: Attached
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH ORTHOPAEDIC HOSPITAL FOR REVIEW OF PARACRUZ ELIGIBILITY SCREENING PROGRAM
Staff Report: Attached
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SEDGWICK CMS, PREVIOUSLY OCTAGON RISK SERVICES FOR THIRD PARTY ADMINISTRATION OF WORKERS COMPENSATION CLAIMS
Staff Report: **SUPPLEMENTAL STAFF REPORT IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**

- 5-14. CONSIDERATION OF AN AGREEMENT WITH SANTA CRUZ SEASIDE COMPANY FOR THE PROVISION OF LATE NIGHT SERVICE
Staff Report: Attached
- 5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH BATTERIES USA, INC. FOR HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
(Moved to Consent Agenda at the February 9, 2007 Board Meeting. Retained original numbering as Item #8)
- 5-16. CONSIDERATION OF **RESOLUTION** AUTHORIZING A DEPOSIT ACCOUNT AND FACSIMILE SIGNATURE AGREEMENT WITH COAST COMMERCIAL BANK
(Moved to Consent Agenda at the February 9, 2007 Board Meeting. Retained original numbering as Item #10)
Staff Report REVISED STAFF REPORT IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET
- 5-17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH FOLSOM LAKE FORD FOR THE PURCHASE OF SEVEN COMPACT SEDANS
(Moved to Consent Agenda at the February 9, 2007 Board Meeting. Retained original numbering as Item #12)
- 5-18. ACCEPT AND FILE OMNIBUS HISTORY INFORMATION INTRODUCED AT THE JANUARY 26, 2007 BOARD MEETING WHICH WAS REQUESTED TO BE INCLUDED IN A FUTURE BOARD OF DIRECTORS AGENDA PACKET
Staff Report IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET
- 5-19. ACCEPT AND FILE EQUAL EMPLOYMENT OPPORTUNITY PLAN STATISTICAL INFORMATION
Staff Report IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET
- 5-20. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PAT PIRAS CONSULTING FOR CONSULTANT SERVICES SPECIFICALLY FOR ADA/504 MATTERS
Staff Report IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET
- 5-21. ACCEPT AND FILE INFORMATION REGARDING SECURITY AT WATSONVILLE TRANSIT CENTER
Staff Report IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Tavantzis
Staff Report: Attached

7. CONSIDERATION OF APPROVAL OF **RESOLUTION** MODIFYING METRO'S BYLAWS TO ELIMINATE MASTF AS AN ADVISORY GROUP AND TO USE THE IRS PUBLICATION 463 TO DETERMINE MILEAGE REIMBURSEMENT
Presented By: Margaret Gallagher
Staff Report: **IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
8. **MOVED TO CONSENT AGENDA AS ITEM #5-15**
9. CONSIDERATION OF **RESOLUTION** REVISING FY 06-07 BUDGET
Presented By: Angela Aitken, Finance Manager
Staff Report: **REVISED STAFF REPORT IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
10. **MOVED TO CONSENT AGENDA AS ITEM #5-16**
11. **DELETED: ACTION TAKEN AT THE FEBRUARY 9, 2007 BOARD MEETING**
(CONSIDERATION OF **RESOLUTION** AUTHORIZING ADDITION AND DELETION OF SIGNERS ON THE DEPOSIT ACCOUNT FOR THE ADMINISTRATION OF APPROVED WORKERS' COMPENSATION CLAIMS WITH COMERICA BANK)
12. **MOVED TO CONSENT AGENDA AS ITEM #5-17**
13. CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH ARNTZ BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE SERVICE BUILDING TO ~~JUNE 30~~ **JULY 31**, 2007, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007
Presented By: Frank L. Cheng, Project Manager
Staff Report: **REVISED STAFF REPORT IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
14. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ATCHISON, BARISONE, CONDOTTI & KOVACEVICH FOR LEGAL SERVICES IN THE ACQUISITION OF REAL PROPERTY AND RELATED ISSUES SUCH AS RELOCATION SERVICES, AS THEY RELATE TO THE METROBASE PROJECT**
Presented By: Margaret Gallagher, District Counsel
Staff Report: **IS INCLUDED IN THE FEBRUARY 23, 2007 BOARD PACKET**
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 REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)
 - a. Property: 110 Vernon Street, Santa Cruz, CA
Negotiating parties: Leslie R. White for SCMTD
Randy Parker, J.R. Parrish, Negotiator for Paul
Broughton, Owner of 110 Vernon Street
Under Negotiation: Price and Terms

SECTION III: RECONVENE TO OPEN SESSION

17. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

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

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

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

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

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Les White, General Manager
SUBJECT: MATERIAL FOR THE FEBRUARY 23, 2007 BOARD MEETING AGENDA

SECTION I:

OPEN SESSION:

ADD TO ITEM #2 ORAL AND WRITTEN COMMUNICATION
(Insert additional written communication)

CONSENT AGENDA:

REVISE ITEM #5-1 APPROVE REGULAR BOARD MEETING MINUTES OF JANUARY 12 & 26, 2007 AND REVISED PAGES 11 & 12 OF APRIL 28, 2006 MINUTES
(Replace page # 5-1.12 with REVISED page)

ADD TO ITEM #5-3 ACCEPT AND FILE JANUARY 2007 RIDERSHIP REPORT AND PAGE 1 OF THE DECEMBER 2006 RIDERSHIP REPORT
(Insert page 1 of the January 2007 Ridership Report)

INSERT ITEM #5-4 CONSIDERATION OF TORT CLAIMS
(Insert Claim)

REVISE ITEM #5-5 ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR FEBRUARY 21, 2007 AND MINUTES OF DECEMBER 20, 2006
(Replace Agenda with REVISED Agenda)

INSERT ITEM #5-6 ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)

INSERT ITEM #5-7 ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR NOVEMBER 2006
(Insert Report)

INSERT ITEM #5-9 ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF DECEMBER 2006
(Insert Staff Report)

- ADD TO ITEM #5-13** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SEDGWICK CMS, PREVIOUSLY OCTAGON RISK SERVICES FOR THIRD PARTY ADMINISTRATION OF WORKERS COMPENSATION CLAIMS
(Insert Supplemental Staff Report)
- ADD ITEM #5-18** ACCEPT AND FILE OMNIBUS HISTORY INFORMATION INTRODUCED AT THE JANUARY 26, 2007 BOARD MEETING WHICH WAS REQUESTED TO BE INCLUDED IN A FUTURE BOARD OF DIRECTORS AGENDA PACKET
(Insert Staff Report)
- ADD ITEM #5-19** ACCEPT AND FILE EQUAL EMPLOYMENT OPPORTUNITY PLAN STATISTICAL INFORMATION
(Insert Staff Report)
- ADD ITEM #5-20** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PAT PIRAS CONSULTING FOR CONSULTANT SERVICES SPECIFICALLY FOR ADA/504 MATTERS
(Insert Staff Report)
- ADD ITEM #5-21** ACCEPT AND FILE INFORMATION REGARDING SECURITY AT WATSONVILLE TRANSIT CENTER
(Insert Staff Report)
- REGULAR AGENDA:**
- INSERT ITEM #7** CONSIDERATION OF APPROVAL OF **RESOLUTION** MODIFYING METRO'S BYLAWS TO ELIMINATE MASTF AS AN ADVISORY GROUP AND TO USE IRS PUBLICATION 463 TO DETERMINE MILEAGE REIMBURSEMENT
(Insert Staff Report)
- REPLACE ITEM #9** CONSIDERATION OF **RESOLUTION** REVISING FY 06-07 BUDGET
(Replace Staff Report with REVISED Staff Report)
- REPLACE ITEM #10** CONSIDERATION OF **RESOLUTION** AUTHORIZING A DEPOSIT ACCOUNT AND FACSIMILE SIGNATURE AGREEMENT WITH COAST COMMERCIAL BANK
(Replace Staff Report with REVISED Staff Report)
- DELETE ITEM # 11** CONSIDERATION OF **RESOLUTION** AUTHORIZING ADDITION AND DELETION OF SIGNERS ON THE DEPOSIT ACCOUNT FOR THE ADMINISTRATION OF APPROVED WORKERS' COMPENSATION CLAIMS WITH COMERICA BANK
(Deleted: Action taken at the February 9, 2007 Board Meeting)

REPLACE ITEM #13

CONSIDERATION OF AN AMENDMENT TO THE CONTRACT WITH ARNTZ BUILDERS, INC. EXTENDING THE CONTRACT EXPIRATION DATE FOR THE METROBASE SERVICE BUILDING TO JUNE 30 **JULY 31**, 2007, WHILE MAINTAINING THE CONSTRUCTION COMPLETION DATE OF JANUARY 9, 2007
(Replace Staff Report with REVISED Staff Report)

ADD ITEM #14

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ATCHISON, BARISONE, CONDOTTI & KOVACEVICH FOR LEGAL SERVICES IN THE ACQUISITION OF REAL PROPERTY AND RELATED ISSUES SUCH AS RELOCATION SERVICES, AS THEY RELATE TO THE METROBASE PROJECT
(Insert Staff Report)

METRO MUDRA
Santa Cruz, CA 95062

METRO-CUSTOMER SERVICE
920 Pacific Avenue, Suite 21
Santa Cruz, A 95060
831.425-8600
info@scmttd.com www.scmttd.com

RECEIVED
JAN 25 2007

December 17, 2006

"HAPPY HOLIDAY"

I suspect that the Metro drivers, during the year, have received a number of complaints from other bus riders. This letter of gratitude and acknowledgement is intended to tip the scale over to the positive.

Thank you all for keeping the busses running. "WISHES for PROSPERITY and HEALTH" to all the Metro drivers and a very special THANKS to the following for taking that extra step in chatting and joking with me.

Their "people person" personality transformed an otherwise challenging bus experience to a very pleasant one. When the opportunity presented itself, they were gracious to share their names with me:

In Alphabetical Order: Andy Hill, Dan Stevenson, (Tall) Debbie, Domingo Tovar, Doug Vest, Ed Davidson, Glenn Lynch (for your assistance), Isis, Kevin, Kim Neid, Mark (sunglasses), Mark Kroveitz, Mary, Mike (# 68 inbound, 8:45am, 12/17), Rhiannon Axton, Rhonda, Tom Phillips, Uriel, and a special mention of Donna at the customer service window. She's always smiling and friendly; makes me want to purchase more than one bus pass for the month.

Again, a heartfelt THANK YOU to all. May the NEW YEAR be an auspicious and prosperous year for you and all.

Aloha,

A Very Appreciative Rider

2-a.1



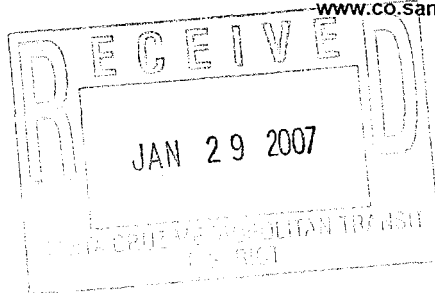
County of Santa Cruz

HEALTH SERVICES AGENCY

701 OCEAN STREET, ROOM 312, SANTA CRUZ, CA 95060-4073
(831) 454-2022 FAX: (831) 454-3128 TDD: (831) 454-4123

ENVIRONMENTAL HEALTH

www.co.santa-cruz.ca.us/eh/ehhome.htm



January 25, 2007

Washington Mutual
730 Ocean St.
Santa Cruz, CA 95060

Subject: Irrigation water run-off at 730 Ocean St./ Slip and Fall hazard

To Whom it May Concern,

I have recently begun walking past your business every morning at about 7:15 and have noticed a considerable amount of landscape water run-off over the sidewalk to the storm drain from your building on a daily basis. The water is freezing on the sidewalk adjacent to the bus stop on Ocean Street and is very slippery. I am concerned that someone will slip and fall on the ice while either disembarking or boarding the bus.

I appreciate your immediate attention to this matter.

Sincerely,

Celia Brown
Senior Registered Environmental Health Specialist

CB/ckb

cc: Kathleen Brennen, City of Santa Cruz Sr. Water Conservation Representative
Board of Directors, Santa Cruz Metropolitan Transit District

*Santa Cruz Metropolitan
Transit District*



January 31, 2007

Washington Mutual
730 Ocean St.
Santa Cruz, CA 95060

Re: Irrigation water run-off letter from Celia Brown, dated January 25, 2007

As Chair of Santa Cruz METRO's Bus Stop Advisory Committee (BSAC), I want to echo a concern that was addressed in Ms. Brown's letter, which was copied to METRO's Board of Directors.

Santa Cruz METRO is concerned about what hazards the irrigation water running over the sidewalk at your 730 Ocean St. location might pose for our customers. METRO has an established and very busy bus stop on the Water St. side of your building. Certainly, standing in running water, no matter how shallow, cannot be pleasant while waiting at the bus stop. When passengers board a bus, there is a step-up required, which could lead to a slip or fall when making the transition from sidewalk to bus interior. Additionally, water tracked into the bus then poses a potential slip hazard for other passengers.

As Ms. Brown points out in her letter (see attachment), when the weather is cold enough to freeze the water on the sidewalk, this situation becomes much more of a hazard.

Please take this matter into consideration, and advise how you intend to address this issue.

Sincerely,

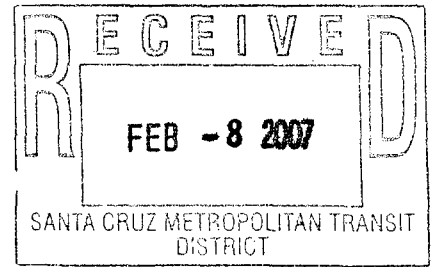
A handwritten signature in black ink that reads "Tom Stickel".

Tom Stickel
Maintenance Manager

Attachment: Letter from Celia Brown

Cc: Les White, General Manager
Margaret Gallagher, District Counsel
Chris Schneider, City of Santa Cruz Public Works
Celia Brown
✓ Board of Directors, Santa Cruz Metropolitan Transit District

Metro Board of Directors:



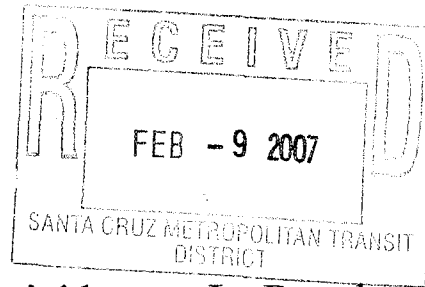
On behalf of myself and my neighbors at La Posada and Dominican Rehabilitation Center I implore you select route 68 which will stop at La Posada and continue down Broadway. The connection to the west side via Broadway/Seabright is a vital link to family, friends, doctors and clients. The previous line 65 stopped at Seabright and Broadway, providing quick and easy transfer that didn't require an unnecessary trip to the metro station. Therefore we urge you to consider Route 68 to be the superior choice in reestablishing the independence of this community.

Thank You,

Lynn Gallagher

2-d.1

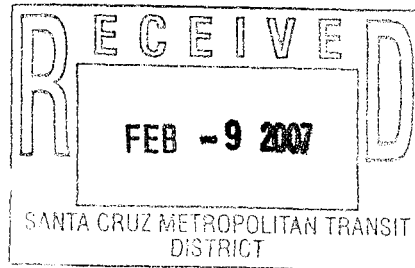
Metro Board of Directors:



On behalf of myself and my neighbors at La Posada and Dominican Rehabilitation Center I implore you select route 68 which will stop at La Posada and continue down Broadway. The connection to the west side via Broadway/Seabright is a vital link to family, friends, doctors and clients. The previous line 65 stopped at Seabright and Broadway, providing quick and easy transfer that didn't require an unnecessary trip to the metro station. Therefore we urge you to consider Route 68 to be the superior choice in reestablishing the independence of this community.

Thank You,

Metro Board of Directors:



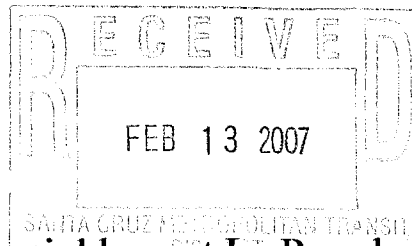
On behalf of myself and my neighbors at La Posada and Dominican Rehabilitation Center I implore you select route 68 which will stop at La Posada and continue down Broadway. The connection to the west side via Broadway/Seabright is a vital link to family, friends, doctors and clients. The previous line 65 stopped at Seabright and Broadway, providing quick and easy transfer that didn't require an unnecessary trip to the metro station. Therefore we urge you to consider Route 68 to be the superior choice in reestablishing the independence of this community.

Thank You,

Leslie Shusley

2-f.1

Metro Board of Directors:



On behalf of myself and my neighbors at La Posada and Dominican Rehabilitation Center I implore you select route 68 which will stop at La Posada and continue down Broadway. The connection to the west side via Broadway/Seabright is a vital link to family, friends, doctors and clients. The previous line 65 stopped at Seabright and Broadway, providing quick and easy transfer that didn't require an unnecessary trip to the metro station. Therefore we urge you to consider Route 68 to be the superior choice in reestablishing the independence of this community.

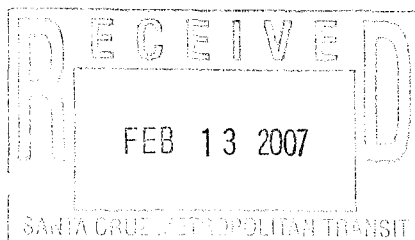
Thank You,

Pam O'Rourke

Ed Doty

2-9-1

Metro Board of Directors:



On behalf of myself and my neighbors at La Posada and Dominican Rehabilitation Center I implore you select route 68 which will stop at La Posada and continue down Broadway. The connection to the west side via Broadway/Seabright is a vital link to family, friends, doctors and clients. The previous line 65 stopped at Seabright and Broadway, providing quick and easy transfer that didn't require an unnecessary trip to the metro station. Therefore we urge you to consider Route 68 to be the superior choice in reestablishing the independence of this community.

Thank You,

Ernestina Zolozano,

2-h.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

January 12, 2007

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, January 12, 2007 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA

Vice Chair Tavantzis called the meeting to order at 9:00 a.m.

SECTION 1: OPEN SESSION

1. a. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

None

STAFF PRESENT

Ciro Aguirre, Operations Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Asst. General Manager
Mary Ferrick, Base Superintendent

Steve Paulson, Paratransit Administrator
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
Les White, General Manager

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

Lakshman de Silva, Valley Power Systems
Glenn Dobbs, Western Power Products
Paul Marcelin-Sampson, MAC
Ian McFadden, Transit Planner
John Mellon, VMU

Dave Moreau, PSA
Bonnie Morr, UTU
Andy Quiniones, Valley Power Systems
Dan Roush, Western Power Products
Bob Yount, MAC

5-1.1

1b. **CONSIDERATION OF:**

- 1) **NOMINATION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
- 2) **NOMINATION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,**
- 3) **NOMINATION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2007**

Les White described to the Board the process of nominating Board Members, Highway 1 Construction Authority (HCA) representatives, and the Santa Cruz County Regional Transportation Commission (RTC) representatives according to the bylaws.

Nominations office of Chair and Vice Chair:

Director Tavantzis as Chair
Director Beautz as Vice Chair

Nominations to the Highway 1 Construction Authority:

Primary: Director Tavantzis
Alternate: Director Bustichi

Nominations to the Regional Transportation Commission:

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

Vice Chair Tavantzis stated that the nominations would be held open until the January 26, 2007 Board Meeting at which time the Board would also vote. Les White informed the Board that a list of the nominees would be attached to the Staff Report for the January 26, 2007 board meeting.

2. **ORAL AND WRITTEN COMMUNICATION**

Written:

- | | | | |
|----|-------------------|-----|--------------------|
| a. | Eric M. | Re: | Service Suggestion |
| b. | Larry D. Mungioli | Re: | Working Conditions |

Vice Chair Tavantzis briefly described Written Communication #2a by a sixth grader asking METRO why they did not use more smaller buses in their fleet. Director Rotkin explained there are several reasons why the METRO does not incorporate small buses into the fleet and that the Board has addressed the issue several times in the past.

Les White gave a brief history of Written Communication #2b and possible action to be taken based on recommendations from the Service Review Committee. Mr. White stated that he had asked the Committee to address specific routes and times that are recurring and have brought these issues forward. Mr. White also asked the Committee to review what issues are being created by traffic congestion, delays, and detours in the area from road construction.

5-1.2

Oral:

Les White distributed a “Stop” flyer that is being put up in the bus stops, which attached to the file copy of these minutes. Mr. White explained that the information from the flyer is a continuation of a perception by the UCSC Transportation and Parking Services (TAPS) Operators, that the METRO takes funding away from their service. Mr. White stated the SCMTD works in cooperation with UCSC to resolve operating issues on the campus and described some of the difficulties in controlling ridership issues.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Revised page #5-5.1 was distributed at today’s meeting and is attached to the file copy of these minutes.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES OF DECEMBER 8 & 15, 2006 AND SPECIAL MEETING MINUTES OF DECEMBER 15, 2006

No questions or comments.

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF DECEMBER 2006

No questions or comments.

5-3. ACCEPT AND FILE DECEMBER 2006 RIDERSHIP REPORT AND PAGES 1 & 4 OF THE NOVEMBER 2006 RIDERSHIP REPORT

Page 1 of the December Ridership Report will be included in the January 26, 2007 Board Packet. No questions or comments.

5-4. CONSIDERATION OF TORT CLAIMS

None.

5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 17, 2007 AND MINUTES OF NOVEMBER 15, 2006

No questions or comments.

5-1.3

5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS

Will be included in the January 26, 2007 Board Packet.

Les White reported that Elisebeth Ross is going to continue working with SCMTD part time as a Finance Manager Advisor and that Angela Aitken will become the new Finance Manager on January 22, 2007 and gave a brief work history on Ms. Aitken.

5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2006

No questions or comments.

5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF OCTOBER 2006

Discussion:

Director Reilly asked why the report shows a decrease in ridership. Steve Paulson stated that the decrease in ridership has been a continuing trend since 2002. Mr. Paulson explained that fewer riders are making more trips, which creates a concentration of ridership and is one aspect that changes the figures in the report.

Director Reilly pointed out that even though ridership was down the cost per ride was also down. Steve Paulson stated that the simple explanation for that was that ParaCruz is becoming more efficient over time.

Chair Rotkin stated that he feels that the ratio of rides arriving within the 30 minute Ready Window needs to improve.

Paul Marcelin-Sampson, MAC, stated that he appreciated the concern and good work by ParaCruz but stated that he would also like to see an On Time report on Fixed Route service. Les White stated that an Auto Vehicle Locator System (AVL) similar to Monterey-Salinas Transit would give detailed results but would entail downsizing of new bus purchases in order to purchase the system. Mr. White stated Staff would generate a report using the current information.

Direction: Chair Rotkin asked Staff to report back to the Board on variances in time outside the Ready Window of ParaCruz and what possible solutions there are to improve the performance.

5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF OCTOBER AND NOVEMBER 2006

November report will be included in the January 26, 2007 Board Packet.
No questions or comments.

5-1.4

5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE NOVEMBER 2006 MEETING(S)

No questions or comments.

5-11. ACCEPT AND FILE METROBASE STATUS REPORT

Summary:

Frank Cheng reported that he expects the MetroBase plan to be on schedule and that he expected to have a progress and schedule report ready by March 2007. Mr. Cheng also informed the Board that a plan to provide shuttle service from Santa Cruz City Hall to the MetroBase tour after the January 26, 2007 Board Meeting is being arranged to allow City Council Members and other interested parties to see the site and the progress of the construction.

Direction: Vice Chair Tavantzis requested that an Item be added to the January 26, 2007 Board Meeting Agenda regarding CalTrans information on Highway 152 encroachment permit for discussion and possible authorizing entering into a contract to perform bus stop improvement work in conjunction with the CalTrans project.

5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES

No questions or comments.

5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH STEVE'S UNION SERVICE FOR PARACRUZ VEHICLE FUELING SERVICES

No questions or comments.

5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DIXON AND SONS TIRES FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES

No questions or comments.

5-15. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES AND TO EXTEND THE PROGRAM DEADLINE

5-1.5

Summary:

Mark Dorfman reported that the District entered into a contract with Pat Piras Consulting for ADA/504 review of Metro programs, activities and services to determine whether they are accessible to disabled individuals on July 1, 2005. Mr. Dorfman reported that due to the holidays and some logistical problems the consultant was unable to get a draft circulated and that SCMTD would like to present the draft to MAC for comments and then bring it to the Board and that is why Staff is requesting for a time only extension to June 30, 2007.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Authorize the General Manager to execute a time only amendment to the contract with Pat Piras Consulting for ADA/504 review of Metro programs, activities and services to determine whether they are accessible to disabled individuals for the purposes of extending the completion date of the contract, and to extend the Program Deadline.

Motion passed unanimously

5-16. CONSIDERATION OF GAULT STREET SERVICE OPTIONS

Summary:

Ian McFadden gave a brief history of the Gault Street/La Posada services including the routes that previously serviced the area and the decision to eliminate the service in order to assist in balancing the budget.

Discussion:

Chair Rotkin asked if the routes discussed in this item are currently on time and how would the addition of services affect the on-time performance of the routes. Ian McFadden stated that beyond affecting the on-time performance the change would also affect the connection schedule of the mentioned routes. Mr. McFadden further explained that current road construction is already having an effect on on-time performance.

Mark Dorfman described Metro's current 5-year plan and how it currently does not allow for increases in operating costs or expansion of service. Mr. Dorfman stated that the purpose of this Staff Report was to investigate what could be done if there was a desire to do it.

Mark Dorfman reported to the Board that the District is currently conducting a Short Range Transit Plan (SRTP) that will assess and layout what the needs are in the District's service area. Mr. Dorfman stated that the SRTP would make recommendations on possible changes that can be made to the current services. Mr. Dorfman stated that he could bring a schedule for the SRTP to the January 26, 2007 Board Meeting.

Paul Marcelin-Sampson, MAC, inquired as to how the decision was made to bring this item to the Board and why this request is receiving more attention than other requests for service. Director Rotkin explained that several people were in attendance at the December 15, 2006 Board

5-1.6

Meeting making a request for the service. Mark Dorfman explained that the Board requested Staff to review this request and to return a report to the Board. Paul Marcelin-Sampson requested that the report be brought to MAC for review and so MAC could possibly make suggestions on processes of prioritizing service requests.

Director Stone suggested developing a standardized method of addressing service requests because all people making requests should be addressed. Director Stone also suggested having a way of prioritizing the requests so that if funds become available the District would have a better idea of where the funding would be most effective. Les White stated that the SRTP would evaluate all aspects of the District's operations and return recommendations for restructure and that part of that process will include establishing an ongoing internal process that will allow the District to evaluate services regularly. Les White requested a letter from the Board Chair to La Posada so the interested parties are aware that the District has documented their request and will be evaluating the possibilities of a service change.

Direction: Chair Rotkin asked Staff to report back to the Board with a 2 month comparison of existing problem areas of service and whether there is funding within the existing budget to add services.

REGULAR AGENDA

7. **CONSIDERATION OF APPROVAL OF RESOLUTION OF APPRECIATION TO BOARD DIRECTOR MICHAEL W. KEOGH FOR HIS SERVICE TO THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

This presentation will take place at the January 26, 2007 Board Meeting

8. **PUBLIC HEARING: CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FTA URBAN AND RURAL OPERATING ASSISTANCE AND AUTHORIZING THE APPLICATION AND EXECUTION OF A GRANT FOR FTA RURAL OPERATING ASSISTANCE FOR FY 2007**

Public Hearing will take place at 9:00 a.m. at the January 26, 2007 Board Meeting

9. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VALLEY POWER SYSTEMS, INC. FOR CONVERSION OF 40 DIESEL ENGINE POWERED COACHES AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS**

Summary:

Tom Stickel introduced the representatives from Western Power Products and Valley Power Systems, which were in attendance of today's meeting, and described their roles in the conversion process. Mr. Stickel reported to the Board what buses were to receive the conversion and where the funding came from. Les White gave a detailed process in receiving the funding for converting the diesel buses to compressed natural gas (CNG).

5-1.7

Discussion:

Director Spence asked how the buses would be transported for the process. Tom Stickel stated they would be driven and the decision of who would drive the buses would be up to the contractor. Mr. Stickel added that if the contractor picked up the coaches then the contractor would return them.

Bonnie Morr, UTU, asked how long a coach would be out of service during the process. Tom Stickel stated that the entire process would be approximately a year and approximately 3 months per bus and that the District would regulate the number of buses out of service at the same time.

Les White stated that the conversion would also make the buses significantly quieter.

Chair Rotkin suggested that the District plan and develop a public event to introduce the converted buses to the community.

ACTION: MOTION: DIRECTOR SPENCE SECOND: DIRECTOR REILLY

Authorize the General Manager to execute a contract for conversion of 40 diesel engine powered coaches and fuel systems to compressed natural gas with Valley Power Systems, Inc.

Motion passed unanimously

10. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SC FUELS FOR DIESEL FUEL DELIVERY

Summary:

Tom Stickel reported to the Board the logistics and benefits of contracting on the open market for fuel purchases.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Move ITEM #10 to the Consent Agenda.

Motion passed unanimously

11. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: General Manager

Les White reported that the Board of Directors would have a conference with it's real Property negotiators on price and terms for property located at 110 Vernon Street, Santa Cruz, CA. and also a conference with it's labor negotiators regarding SEIU, Local 415 and UTU, Local 23, Fixed Route.

5-1.8

12. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Bonnie Morr, UTU, inquired as to the status of a meeting regarding labor medical benefits and the language contained within the agreement. Chair Rotkin stated that would be included in today's Closed Session. Les White explained that the union has not been communicated with on this matter because the Board has not yet given him direction.

SECTION II: CLOSED SESSION

Vice Chair Tavantzis adjourned to Closed Session at 10:33 a.m. and reconvened to Open Session at 11:01 a.m.

SECTION III: RECONVENE TO OPEN SESSION

13. REPORT OF CLOSED SESSION

Les White reported that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Vice Chair Tavantzis adjourned the meeting at 11:02 a.m.

Respectfully submitted,

DALE HAMILTON
Administrative Assistant

5-1.9

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

January 26, 2007

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

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

SECTION 1: OPEN SESSION

1. a. ROLL CALL:

DIRECTORS PRESENT

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

DIRECTORS ABSENT

None

STAFF PRESENT

Angela Aitken, Finance Manager
Ciro Aguirre, Operations Manager
Frank Cheng, MetroBase Project Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Base Superintendent
Margaret Gallagher, District Council

Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager Advisor
Tom Stickel, Facilities / Maintenance Mgr.
Robyn Slater, Human Resources Manager
Les White, General Manager

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

Bob Allen, Bus Operator
Mike Keogh, Former Director
Jackie Keogh
Gary Klemz, SEIU
Paul Marcelin-Sampson, MAC
Larry Munglioli, Bus Operator

Ian McFadden, SEA
David Moreau, PSA
Bonnie Morr, UTU
Amy Weiss, Spanish Interpreter
Bob Yount, MAC

Chair Rotkin introduced Angela Aitken as the District's new Financial Manager.

5-1.10

- 1b. **CONSIDERATION OF:**
- 1) **NOMINATION ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
 - 2) **NOMINATIONS ELECTION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,**
 - 3) **NOMINATIONS ELECTION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR 2007**

Chair Rotkin referred to the Nominee list from the January 12, 2007 Board Meeting and asked if there were additional nominations. The following nominations, elections and appointments were made:

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR BEAUTZ

Close the nominations for Board Chair and Elect Director Tavantzis as Board Chair

Motion passed unanimously with Director Bustichi and Director Stone being absent

Newly elected Chair Tavantzis presided over the remainder of the meeting.

Director Rotkin gave a brief history of his experience with SCMTD and the Board of Directors and thanked the members for the opportunity to work with them as a group serving the community. Chair Tavantzis thanked Director Rotkin on behalf of the Board.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Close the nominations for Board Vice Chair and Elect Director Beautz as Board Vice Chair

Motion passed unanimously with Director Bustichi and Director Stone being absent

DIRECTOR BUSTICHI ARRIVED

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Close the nominations for RTC representatives and appoint Directors Spence, Tavantzis, and Bustichi to the RTC.

Motion passed unanimously with Director Stone being absent

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR HINKLE

Appoint Directors Skillicorn, Hagen, and Hinkle as 1st, 2nd and 3rd RTC alternates, respectively.

Motion passed unanimously with Director Stone being absent

5-1.11

REVISED

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SPENCE

Re-appoint Director Tavantzis as the HCA representative

Motion passed unanimously with Director Stone being absent

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR HAGEN

Appoint Director Bustichi to the HCA as the alternate

Motion passed unanimously with Director Stone being absent

2. ORAL AND WRITTEN COMMUNICATION

Written:

- a. Eric M. Re: Service Suggestion
- b. Larry D. Mungoli Re: Working Conditions

Director Rotkin informed the Board that he had made written responses to both of these items.

Oral:

Paul Marcelin-Sampson, MAC Vice Chair, compared ParaCruz “on-time” performance to Contra Costa County’s paratransit system. Mr. Marcelin-Sampson asked that the Board requests an “on-time” report for fixed route service as well from Staff using existing resources.

Robert Yount, MAC Chair, reported to the Board of MAC’s recent elections where as he was re-elected Chair and Paul Marcelin-Sampson was elected Vice Chair. Mr. Yount also reported that ~~MAC is in the process of having a MAG~~ **during the next six months, MAC will be sending a representative on to the Elderly and Disabled Transportation Advisory Committee (E&D TAC) meetings to decide whether to have a voting representative there.**

Larry Mungoli, Bus Operator, gave a brief history of his employment with SCMTD and an explanation of the written correspondence Item #2b, he sent to the Board regarding working conditions and a petition he had organized in 1997. Mr. Mungoli stated that in his opinion there is a need for greater communication and cooperation between the bus operators and Staff.

Bob Allen, Bus Operator, gave a brief history of his employment with SCMTD including his good driving record and work performance. Mr. Allen stated that he felt that the current system operations are “broken” and that the running-time schedule is impossible to perform. Mr. Allen acknowledged that the road construction in the area lends to the problem but is not the only aspect of the current situation. Mr. Allen stated that he felt not enough is being done by SCMTD Management to address this situation.

Chair Tavantzis stated that the Board and Staff are aware of the on-time performance issue and are continuously working on and reviewing ways to improve the situation through the Service Planning and Review Committee.

 **REVISED**

5-1.12

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr, UTU, stated that in her opinion there is not enough paratransit operators and it is not possible for the operators to speed up the loading and unloading of passengers due to the specific nature of the service.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

A Staff Report for Item #5-9 and revised page #12.a3 were distributed at today's meeting and are attached to the file copy of these minutes.

SECTION I:

OPEN SESSION:
REPLACE ITEM #1b

CONSIDERATION OF:

- 1) NOMINATION ELECTION OF DIRECTORS TO SERVE AS BOARD OFFICERS,**
- 2) NOMINATIONS ELECTION FOR APPOINTMENTS TO THE HIGHWAY 1 CONSTRUCTION AUTHORITY,**
- 3) NOMINATIONS ELECTION FOR APPOINTMENTS TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, AND
(Replace original Staff Report with REVISED Staff Report)**

CONSENT AGENDA:
REVISE ITEM #5-3

ACCEPT AND FILE DECEMBER 2006 RIDERSHIP REPORT AND PAGES 1 & 4 OF THE NOVEMBER 2006 RIDERSHIP REPORT
(Page 1 of the December 2006 Ridership Report will be included in the February 2007 Board Packet)

ADD TO ITEM #5-4

CONSIDERATION OF TORT CLAIMS

(Insert Claims #06-0040, #06-0041, #07-0002, and #07-0003)

DELETE ITEM #5-6

ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS
(Deleted: Will be included in the February 2007 Board Packet)

ADD TO ITEM #5-9

ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF OCTOBER AND NOVEMBER 2006

(November Report will be distributed at the January 26, 2007 Board Meeting)

DELETE ITEM #5-15

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES AND TO EXTEND THE PROGRAM DEADLINE

(Deleted: Action taken at the January 12, 2007 Board Meeting)

5-1.13

ADD ITEM #5-18 **ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF OCTOBER, NOVEMBER AND DECEMBER 2006**
(Insert Staff Report)

REGULAR AGENDA:
DELETE ITEM #9

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH VALLEY POWER SYSTEMS, INC. FOR CONVERSION OF 40 DIESEL ENGINE POWERED COACHES AND FUEL SYSTEMS TO COMPRESSED NATURAL GAS

(Deleted: Action taken at the January 12, 2007 Board Meeting)

ADD ITEM # 11 **CONSIDERATION OF RESOLUTION REVISING FY 06-07 BUDGET**
(Insert Staff Report)

ADD ITEM #12 **CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR ADMINISTRATIVE POSITIONS AND TRANSIT SUPERVISORS**
(Insert Staff Report)

ADD ITEM #13 **CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR THE PARATRANSIT SUPERINTENDENT**
(Insert Staff Report)

ADD ITEM #14 **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH EITHER CALTRANS OR THE CITY OF WATSONVILLE FOR AN AMOUNT NOT TO EXCEED \$175,000 FOR THE CONSTRUCTION OF SEVEN BUS STOPS IN CONJUNCTION WITH THE HIGHWAY 152 RECONSTRUCTION PROJECT**
(Insert Staff Report)

CONSENT AGENDA

Pat Spence stated that there are currently 2 vacant positions on the Metro Advisory Committee (MAC) and suggested that MAC create and release a brochure to recruit new members to fill the vacancies.

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF DECEMBER 8 & 15, 2006 AND SPECIAL MEETING MINUTES OF DECEMBER 15, 2006**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF DECEMBER 2006**
- 5-3. ACCEPT AND FILE DECEMBER 2006 RIDERSHIP REPORT AND PAGES 1 & 4 OF THE NOVEMBER 2006 RIDERSHIP REPORT
PAGE 1 OF THE DECEMBER 2006 RIDERSHIP REPORT WILL BE INCLUDED IN THE FEBRUARY 2007 BOARD PACKET**
- 5-4. CONSIDERATION OF TORT CLAIMS: NONE
DENY THE CLAIM OF VICTOR DIAZ ORTIZ, CLAIM #06-0040;
DENY THE CLAIM OF ANGELITA ARREDONTO, CLAIM #06-0041;
DENY THE CLAIM OF VICTOR PAUL WADKINS, CLAIM #07-0002;
DENY THE CLAIM OF COUNTY OF SANTA CRUZ, CLAIM #07-0003;**

5-1.14

- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JANUARY 17, 2007 AND MINUTES OF NOVEMBER 15, 2006
- 5-6. DELETED: WILL BE INCLUDED IN THE FEBRUARY 2007 BOARD PACKET
(ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS)
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR OCTOBER 2006
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF OCTOBER 2006
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTHS OF OCTOBER AND NOVEMBER 2006
NOVEMBER REPORT WILL BE DISTRIBUTED AT THE JANUARY 26, 2007 BOARD MEETING
- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE NOVEMBER 2006 MEETING(S)
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-12. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH CRUZ CAR WASH FOR PARACRUZ VEHICLE WASHING SERVICES
- 5-13. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH STEVE'S UNION SERVICE FOR PARACRUZ VEHICLE FUELING SERVICES
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH DIXON AND SONS TIRES FOR PURCHASE OF REVENUE AND NON-REVENUE TIRES
- 5-15. DELETED: ACTION TAKEN AT THE JANUARY 12, 2007 BOARD MEETING
(CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT EXTENSION WITH PAT PIRAS CONSULTING FOR EVALUATION OF DISTRICT'S ADA/504 PROGRAMS & ACTIVITIES AND TO EXTEND THE PROGRAM DEADLINE)
- 5-16. CONSIDERATION OF GAULT STREET SERVICE OPTIONS
- 5-17. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH SC FUELS FOR DIESEL FUEL DELIVERY
(Moved to Consent Agenda at the January 12, 2007 Board Meeting. Retained original numbering as Item #10)
- 5-18. ACCEPT AND FILE CALL STOP AUDIT REPORT FOR THE PERIOD OF OCTOBER, NOVEMBER AND DECEMBER 2006
IS INCLUDED IN THE JANUARY 26, 2007 BOARD PACKET

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve the Consent Agenda.

Motion passed unanimously with Director Stone being absent.

5-1.15

REGULAR AGENDA

7. PRESENTATION OF RESOLUTION OF APPRECIATION TO BOARD DIRECTOR MICHAEL W. KEOGH FOR HIS SERVICE TO THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DIRECTOR STONE ARRIVED

Chair Tavanzis presented Former Board Director, Mike Keogh, with a Plaque of Appreciation from the Santa Cruz Metropolitan Transit District and thanked Mr. Keogh for his years of service. Mr. Keogh accepted the award and thanked the Board for the opportunity to serve the community through the SCMTD's Board of Directors.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR TAVANTZIS

Adopt Resolution of appreciation for the services of Mike Keogh for his service as Board Director for the Santa Cruz Metropolitan Transit District

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote with all Directors present.

8. PUBLIC HEARING: CONSIDERATION OF ADOPTING A PROGRAM OF PROJECTS FOR FTA URBAN AND RURAL OPERATING ASSISTANCE AND AUTHORIZING THE APPLICATION AND EXECUTION OF A GRANT FOR FTA RURAL OPERATING ASSISTANCE FOR FY 2007

Summary:

Mark Dorfman reported that this item is one of the annual requirements that SCMTD needs to complete in order to qualify for Federal Transit Association (FTA) operating and capital assistance and will enable the District to apply for 3 million dollars in Urban Operating Assistance, approximately \$800,000 in construction funds for MetroBase, and approximately \$150,000 Rural Operating Assistance. Mr. Dorfman reported that the local sales tax supplies the match for this funding.

Chair Tavantzis stated that item #2 on Attachment A for this item is illegible and needs to be corrected.

CHAIR TAVANTZIS OPENED THE PUBLIC HEARING AT 9:49 A.M.

There were no public comments.

CHAIR TAVANTZIS CLOSED THE PUBLIC HEARING AT 9:49 A.M.

5-1.16

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR TAVANTZIS

Adopt a Program of Projects for federal operating assistance and adopt a Resolution to authorize an application to Caltrans for FTA Rural Operating Assistance.

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote with all Directors present.

11. CONSIDERATION OF RESOLUTION REVISING FY 06-07 BUDGET

Summary:

Elisabeth Ross reported that Staff was asking the Board to adopt a Resolution revising the FY 06-07 Budget and authorizing a change in the FY 06-07 Staffing Table. Ms. Ross reported to the Board that there were errors in the Staff Report including the amount on the 3rd bulleted item on page #11.2 which should be \$214,000 instead of \$244,000 (which also would change on page # 11.a3 on the 5th line), the last amount on the 4th bulleted item of page #11.2 should be \$82,000 instead of \$82,00, and the 12th line of the Operating Expense on page #11.a2.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR ROTKIN

Adopt a Resolution revising the FY 06-07 Budget in accordance with Exhibit A (Attachment A) and authorize a change in FY 06-07 Staffing Table for District Counsel to fund two Paralegal positions and no Legal Secretary position effective 4/01/07.

Director Nicol asked if the changes in staffing are sustainable and what happens if the windfall from the sales tax funding is not available in the upcoming years. Director Rotkin stated that the windfall from the sales tax revenue is continuing to increase and will continue into the following year and that he doesn't feel there will be any effect to the proposed budget change. Elisabeth Ross reported that the Staff would be presenting a new 5 Year Budget to the Board in the spring of 2007.

Elisabeth Ross described the benefit costs and compared the logistics the staffing changes. Les White stated that not all the money amounts in the Operating Expenses are ongoing expenses and reported some items that were one-time expenses.

Elisabeth Ross reported that ITEM #12 of today's Agenda was not included in this report but would be covered by the sales tax revenue. Les White stated that Staff would return with an update showing where the revenue for ITEM#12 would come from.

Motion passed by unanimous affirmative voice vote in lieu of a roll call vote with all Directors present.

12. CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR ADMINISTRATIVE POSITIONS AND TRANSIT SUPERVISORS

5-1.17

Summary:

Robyn Slater reported that a wage survey was completed on the Administrative Assistant and Transit Supervisor positions at the request of the SEIU, Local 415 and gave a brief description of the process used to compile this report as described in the Memorandum of Understanding (MOU) between SCMTD and the SEIU, Local 415. Ms. Slater stated that if approved this would include 5 Administrative and 12 Supervisory positions and that the title of Administrative Secretary/Supervisor would be changed to Administrative Assistant/Supervisor.

Discussion:

Paul Marcelin-Sampson, MAC, stated his approval in increasing the wages for administrative employees and gave some reasons and examples for his opinion.

Ian McFadden, SEA, and Manny Martinez, PSA, stated they felt one of the benefits of this item would be attracting and keeping qualified employees.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR STONE

Direction: Director Rotkin requested adding to the Motion that Staff will return to the Board next month with an adjusted budget report showing where the cost for the adjustments would come from.

Approve salary range adjustments to the positions of: Administrative Assistant, Administrative Secretary/Supervisor, Administrative Coordinator and Transit Supervisor with the understanding that Staff will return to the Board next month with an adjusted budget report showing where the cost for the adjustments would come from.

Motion passed unanimously with all Directors present.

13. CONSIDERATION OF APPROVAL OF SALARY ADJUSTMENT FOR THE PARATRANSIT SUPERINTENDENT

Summary:

Robyn Slater reported that the Paratransit Superintendent is a managerial position rather than a supervisory position. Ms. Slater gave a brief history and description of the various aspects of the Paratransit Superintendent position and the process used to evaluate the salary rate.

.ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve wage scale adjustment to the position of Paratransit Superintendent.

Motion passed unanimously with all Directors present.

5-1.18

14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AN INTERAGENCY AGREEMENT WITH EITHER CALTRANS OR THE CITY OF WATSONVILLE FOR AN AMOUNT NOT TO EXCEED \$175,000 FOR THE CONSTRUCTION OF SEVEN BUS STOPS IN CONJUNCTION WITH THE HIGHWAY 152 RECONSTRUCTION PROJECT

Summary:

Les White reported that in the past SCMTD has had difficulties coordinating construction plans with Caltrans and feels that it is necessary to reach an agreement with either Caltrans or the City of Watsonville in order to save time and funding in constructing bus stops on Highway 152 project. Mr. White reported that SCMTD has been working with Caltrans and the City of Watsonville trying to incorporate the Caltrans 152 project and the construction of bus stops and asking Caltrans to issue a change order to Granite Construction and that SCMTD would reimburse Caltrans. Mr. White stated that Caltrans indicated to SCMTD that they are struggling with internal mechanisms in order to accept the proposed plan and that Caltrans has no method set up to accept payment by this method but would come back to SCMTD with a definitive decision by the end of January. Mr. White stated that as an alternative SCMTD was asking the Board for permission to enter into an agreement with the City of Watsonville in order to complete the projects simultaneously.

Discussion:

Director Rotkin suggested going to someone that can assist in getting Caltrans to cooperate with SCMTD. Mr. White stated that Caltrans has not giving SCMTD a definitive answer and it would not be productive at this point to contact higher authority.

Paul Marcelin-Sampson suggested contacting the State Legislators and requesting that in the future Caltrans pay for the entire construction including the bus stops. Mr. Marcelin-Sampson feels that Caltrans is treating transit users as second-class citizens by not supplying the funding for bus stops and that Caltrans funds the rest of the project that is used by the general population.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR SPENCE

Authorize the General Manager to enter into an Interagency Agreement with either Caltrans, or the City of Watsonville, in an amount not to exceed \$175,000 for the construction of seven bus stops in conjunction with the highway 152 Reconstruction Project.

Motion passed unanimously with all Directors present.

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

Margaret Gallagher requested that the Board include the following item to today's Closed Session Agenda because it came to the attention of Staff after the Agenda was posted and there is a need to discuss it prior to the next Board meeting because the criminal case is coming before the court Thursday, February 1, 2007.

5-1.19

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)

- a. Name of Case: John Chavarria vs. Santa Cruz Metropolitan
Transit District
(Before the Workers' Compensation Appeals
Board)

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR BEAUTZ

Add this Item to today's Closed Session Agenda.

Motion passed unanimously with all Directors present.

Margaret Gallagher reported that the Board would also be having a conference with its Real Property Negotiators regarding the price and terms of property at 110 Vernon Street, Santa Cruz, CA

16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Chair Travantzis adjourned to Closed Session at 10:26.a.m. and reconvened to Open Session at 11:17 a.m.

SECTION III: RECONVENE TO OPEN SESSION

17. REPORT OF CLOSED SESSION

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

ADJOURN

There being no further business, Chair Tavanzis adjourned the meeting at 11:17 a.m.

Respectfully submitted,

DALE HAMILTON
Administrative Assistant

5-1.20

REVISED

Summary:

Les White reported that this change order was approved by the Board in October 2004 to perform additional work for the MetroBase Project including: improvement items for State Highway 9, Vernon Street, Golf Club Drive, Storm Drainage, Refuse Storage Facilities, Vehicle Wash Rack, and San Lorenzo River Bike Path.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Authorize the General Manager to execute a contract amendment to accommodate a previously approved change order in the amount of \$33,250 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to off-site improvements on Golf Club Drive and State Highway 9 for the MetroBase Project

Motion passed unanimously with Director Stone being absent.

The Board took Items #12, #13 and #14 together at one time.

12. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT TO EXCEED \$242,064 FROM RNL DESIGN, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL/ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATING TO RIVER STREET SITE BID PACKAGE & CONSTRUCTION SERVICES, AND OPERATIONS BUILDING REPACKAGING FOR THE METROBASE PROJECT**
13. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT TO EXCEED \$427,394 FROM RNL DESIGN, INC. TO PROVIDE ADDITIONAL FUNDS TO THE ARCHITECTURAL/ENGINEERING CONTRACT TO ACCOMMODATE COSTS RELATING TO MAINTENANCE BUILDING REPACKAGE & CONSTRUCTION SERVICES FOR THE METROBASE PROJECT**
14. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT AMENDMENT FOR A CHANGE ORDER IN THE AMOUNT OF NOT TO EXCEED \$897,060 \$1,126,560 FROM HARRIS & ASSOCIATES TO PROVIDE ADDITIONAL FUNDS TO THE CONSTRUCTION MANAGEMENT CONTRACT TO ACCOMMODATE COSTS RELATING TO MAINTENANCE BUILDING SERVICES DURING BIDDING AND CONSTRUCTION, AND SPECIALTY INSPECTION SERVICES FOR THE METROBASE PROJECT**

Summary:

Les White reported that the MetroBase Project was originally planned as one single project. Available funding was insufficient to include the Operations Facility and the Service and Fueling Building was broken out and bid separately to keep that portion moving forward on schedule.

 **REVISED**

5-1.21

REVISED

Staff is proposing that the Board authorize these change orders with RNL and Harris and Associates to accommodate the costs related to Re-Packaging and Re-bidding the Operations Building and Maintenance Building as separate projects as well as Specialty Inspection Services for the MetroBase Project.

Chuck Boxwell from RNL, and Tom Dean and Mario Maciel were present to answer questions.

ACTION: MOTION: DIRECTOR REILLY SECOND: DIRECTOR SKILLICORN

Authorize the General Manager to execute a contract amendment for a change order in the amount of Not-To-Exceed \$242,064 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to River Street site bid package & construction services, and operations building repackaging for the MetroBase Project; and

Authorize the General Manager to execute a contract amendment for a change order in the amount of Not-To-Exceed \$427,394 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to Maintenance Building Re-Package & Construction Services for the MetroBase Project; and

Authorize the General Manager to execute a contract amendment for a change order in the amount of Not-To-Exceed ~~\$897,060~~ \$1,126,560 from Harris & Associates to provide additional funds to the Construction Management contract to accommodate costs relating to Maintenance Building Services during bidding and construction, and specialty inspection services for the MetroBase Project

Discussion:

There was a discussion about the number and amount of the change orders with several Directors expressing concern over the cost, but agreeing that the expenses are necessary. Director Bustichi suggested that the Board form a sub-committee to review change orders going forward. Directors Bustichi, Keogh, Nicol and Rotkin volunteered.

Director Keogh asked the Board to review page #12.2 and stated that he was opposed to authorizing \$51,960 to repackage and rebid the Operations Building now because the bid specifications would only be up to code for a maximum of two years, which Chuck Boxwell confirmed. Director Keogh suggested that it be removed from the motion by the following friendly amendment for Item #12, which was accepted by the maker and the second:

Authorize the General Manager to execute a contract amendment for a change order in the amount of Not-To-Exceed ~~\$242,064~~ \$190,104 from RNL Design, Inc. to provide additional funds to the Architectural & Engineering contract to accommodate costs relating to River Street site bid package & construction services, and specifically excluding Operations Building repackaging of \$51,960 for the MetroBase Project;

Motion passed unanimously with Director Stone being absent.

 **REVISED**

5-1.22

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

DATE: 01/01/07 THRU 01/31/07

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|----------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 20580M01/04/07 | | 60.78 | 434 | VERIZON WIRELESS | | 10789 | MONTHLY PC RENTAL | 60.78 | MANUAL |
| 20581 | 01/05/07 | 492.45 | 001 | SBC | | 10535 | DEC REPEATERS/OPS | 406.11 | |
| | | | | | | 10536 | DEC REPEATERS/OPS | 86.34 | |
| 20582 | 01/05/07 | 525.00 | 001016 | ALLARD'S SEPTIC SERVICE, INC. | | 10537 | HAZ WASTE DISPOSAL | 525.00 | |
| 20583 | 01/05/07 | 546.33 | 001029 | GOLDEN GATE SYSTEMS | | 10538 | COMPUTER SUPPLIES/IT | 546.33 | |
| 20584 | 01/05/07 | 53,857.56 | 001035 | HARRIS & ASSOCIATES | | 10539 | MB NOV 06 PROF SVC | 53,857.56 | |
| 20585 | 01/05/07 | 3,843.63 | 001036 | STANDARD INSURANCE COMPANY | | 10540 | JAN LIFE/AD&D INS | 3,843.63 | |
| 20586 | 01/05/07 | 10,552.26 | 001043 | VISION SERVICE PLAN | | 10541 | JAN VISION INS | 10,552.26 | |
| 20587 | 01/05/07 | 1,186.80 | 001048 | CRUZ CAR WASH | | 10542 | VEH WASH SVC/PT | 1,186.80 | |
| 20588 | 01/05/07 | 6,187.06 | 001063 | NEW FLYER INDUSTRIES LIMITED | | 10474 | REV VEH PARTS 77 | 76.71 | |
| | | | | | | 10475 | REV VEH PARTS 135 | 135.52 | |
| | | | | | | 10476 | REV VEH PARTS 368 | 368.20 | |
| | | | | | | 10477 | REV VEH PARTS 20 | 19.44 | |
| | | | | | | 10478 | REV VEH PARTS 1636 | 1,635.56 | |
| | | | | | | 10479 | REV VEH PARTS 887 | 887.00 | |
| | | | | | | 10480 | REV VEH PARTS 209 | 208.71 | |
| | | | | | | 10481 | REV VEH PARTS 70 | 70.29 | |
| | | | | | | 10482 | REV VEH PARTS 2786 | 2,785.63 | |
| 20589 | 01/05/07 | 343.00 | 001093 | KROLL LABORATORY SPECIALISTS | | 10543 | OCT/NOV DRUG TESTING | 343.00 | |
| 20590 | 01/05/07 | 263.05 | 001112 | BRINKS AWARDS & SIGNS | 7 | 10544 | LOCAL MEETING EXP | 110.42 | |
| | | | | | | 10545 | LOCAL MEETING EXP | 152.63 | |
| 20591 | 01/05/07 | 911.02 | 001315 | WASTE MANAGEMENT | | 10546 | JAN-MAR BIG BASIN | 45.51 | |
| | | | | | | 10547 | JAN-MAR LOMOND/HY | 45.51 | |
| | | | | | | 10548 | JAN-MAR AIRPORT/FREE | 450.78 | |
| | | | | | | 10549 | DEC MT HERMON/KINGS | 44.10 | |
| | | | | | | 10550 | DEC KINGS VILLAGE | 154.56 | |
| | | | | | | 10551 | DEC RESEARCH PARK | 170.56 | |
| 20592 | 01/05/07 | 85,802.79 | 001316 | DEVCO OIL | | 10483 | 12/12-12/31 FUEL FLT | 85,802.79 | |
| 20593 | 01/05/07 | 14,020.94 | 001346 | CITY OF SANTA CRUZ | | 10484 | METRO POLICE OFFICE | 12,809.84 | |
| | | | | | | 10552 | PARKING DEF FEES | 637.50 | |
| | | | | | | 10553 | PARKING DEF FEES | 573.60 | |
| 20594 | 01/05/07 | 5,308.76 | 001365 | BORTNICK, ROBERT S. & ASSOC. | 7 | 10485 | CALL STOP SURVEY | 5,000.00 | |
| | | | | | | 10554 | PROF/TECH 9/22-10/24 | 308.76 | |
| 20595 | 01/05/07 | 828.84 | 001379 | SAFETY-KLEEN SYSTEMS, INC. | | 10555 | HAZ WASTE DISPOSAL | 828.84 | |
| 20596 | 01/05/07 | 247.30 | 001454 | MONTEREY BAY OFFICE PRODUCTS | | 10556 | 9/1-11/30 COPIER/ADM | 247.30 | |
| 20597 | 01/05/07 | 173.90 | 001471 | CALIFORNIA CHAMBER OF COMMERCE | | 10557 | 2007 CAL EMP POSTERS | 173.90 | |
| 20598 | 01/05/07 | 46.50 | 001711 | MOHAWK MFG. & SUPPLY CO. | | 10486 | REV VEH PARTS | 46.50 | |
| 20599 | 01/05/07 | 647.26 | 001976 | SPORTWORKS NORTHWEST, INC. | | 10487 | REV VEH PARTS 638 | 647.26 | |
| 20600 | 01/05/07 | 3,757.04 | 001A | AT&T/MCI | | 10558 | DEC PHONES | 1,728.93 | |
| | | | | | | 10559 | DEC PHONES/PT | 493.58 | |
| | | | | | | 10560 | DEC PHONES/IT | 1,484.49 | |
| | | | | | | 10561 | DEC PHONES/PT | 50.04 | |
| 20601 | 01/05/07 | 333.16 | 002034 | CARLON'S FIRE EXTINGUISHER | | 10562 | OUT REPAIR/EQUIP | 333.16 | |
| 20602 | 01/05/07 | 130.48 | 002063 | COSTCO | | 10488 | PHOTO PROC OPS | 15.05 | |
| | | | | | | 10489 | PHOTO PROC OPS | 39.21 | |
| | | | | | | 10563 | LOCAL MEETING EXP | 21.29 | |
| | | | | | | 10564 | OFFICE SUPPLIES/FIN | 21.09 | |
| | | | | | | 10565 | LOCAL MEETING EXP | 15.21 | |
| | | | | | | 10566 | OFFICE SUPPLIES/ADM | 18.63 | |

5-2.1

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

DATE: 01/01/07 THRU 01/31/07

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 20603 | 01/05/07 | 264.90 | 002069 | A TOOL SHED, INC. | | 10567 | 11/29-12/12 RENTAL | 264.90 | |
| 20604 | 01/05/07 | 457.63 | 002189 | BUS & EQUIPMENT | | 10568 | REV VEH PARTS/PT | 457.63 | |
| 20605 | 01/05/07 | 2,094.90 | 002207 | T.Y. CUSTOM DESIGN | 0 | 10490 | BUS OP PATCHES | 2,094.90 | |
| 20606 | 01/05/07 | 2,500.00 | 002267 | SHAW & YODER, INC. | | 10569 | NOV LEGISLATIVE SVC | 2,500.00 | |
| 20607 | 01/05/07 | 27,115.20 | 002295 | FIRST ALARM | | 10491 | NOV SECURITY | 27,115.20 | |
| 20608 | 01/05/07 | 286.00 | 002330 | TRANSPARENT GLASS COATINGS | 7 | 10570 | OUT REPAIR BLD/GRNDS | 286.00 | |
| 20609 | 01/05/07 | 64.00 | 002388 | DOGHERRA'S | 7 | 10571 | TOWING # 209 | 64.00 | |
| 20610 | 01/05/07 | 235.00 | 002448 | CLEAR VIEW, LLC | 0 | 10572 | WTC WINDOW CLEANING | 235.00 | |
| 20611 | 01/05/07 | 124.01 | 002459 | SCOTTS VALLEY WATER DISTRICT | | 10573 | 10/06-12/06 KINGS | 124.01 | |
| 20612 | 01/05/07 | 942.59 | 002504 | TIFCO INDUSTRIES | | 10492 | PARTS & SUPPLIES | 225.77 | |
| | | | | | | 10493 | PARTS & SUPPLIES | 716.82 | |
| 20613 | 01/05/07 | 64.00 | 002567 | DEPARTMENT OF JUSTICE | | 10574 | NOV FINGERPRINTS | 64.00 | |
| 20614 | 01/05/07 | 62,504.91 | 002569 | COMERICA BANK | | 10575 | WORK COMP FUND | 62,504.91 | |
| 20615 | 01/05/07 | 4,349.61 | 002713 | SANTA CRUZ AUTO TECH, INC. | | 10494 | OUT RPR OTH VEH | 1,269.49 | |
| | | | | | | 10495 | OUT RPR OTH VEH | 190.52 | |
| | | | | | | 10576 | OUT RPR REV VEH/PT | 2,889.60 | |
| 20616 | 01/05/07 | 971.31 | 002802 | BATTERY SYSTEMS | | 10496 | REV VEH PARTS | 971.31 | |
| 20617 | 01/05/07 | 89.24 | 002828 | ALLIED ELECTRONICS | | 10497 | REV VEH PARTS | 89.24 | |
| 20618 | 01/05/07 | 3,062.95 | 002829 | VALLEY POWER SYSTEMS, INC. | | 10498 | REV VEH PARTS | 1,498.11 | |
| | | | | | | 10499 | REV VEH PARTS | 615.18 | |
| | | | | | | 10500 | REV VEH PARTS | 949.66 | |
| 20619 | 01/05/07 | 692.00 | 002847 | STATE OF CA-EDD | | 10578 | PARADISE LEVY | 627.00 | |
| | | | | | | 10579 | PARADISE LEVY | 65.00 | |
| 20620 | 01/05/07 | 591.43 | 002876 | AA AUTO COLLISION CENTER | | 10580 | REPAIR REAR BUMPER | 591.43 | |
| 20621 | 01/05/07 | 265.00 | 002885 | MONSTER, INC | | 10581 | 11/17-12/15 JOB POST | 265.00 | |
| 20622 | 01/05/07 | 3,150.00 | 002889 | QUALITY ARBOR CARE | | 10582 | OUT REPAIR BLD/GRNDS | 3,150.00 | |
| 20623 | 01/05/07 | 96.10 | 002898 | CEB | | 10583 | CA MECHAN. 06 UPDATE | 96.10 | |
| 20624 | 01/05/07 | 150.00 | 002899 | DAVID SHARP | | 10584 | EMPLOYEE TRAINING | 150.00 | |
| 20625 | 01/05/07 | 50.00 | 007A | UPS SUPPLY CHAIN SOLUTIONS INC | | 10501 | BROKERAGE/SHIP FEES | 50.00 | |
| 20626 | 01/05/07 | 971.18 | 009 | PACIFIC GAS & ELECTRIC | | 10585 | 11/12-12/13 RESEARCH | 971.18 | |
| 20627 | 01/05/07 | 262.85 | 013 | MCI SERVICE PARTS, INC. | | 10502 | REV VEH PARTS | 262.85 | |
| 20628 | 01/05/07 | 311.01 | 020 | ADT SECURITY SERVICES INC. | | 10586 | JAN ALARMS | 311.01 | |
| 20629 | 01/05/07 | 146.14 | 050 | PITNEY BOWES INC. | | 10587 | DEC RENTAL/METRO | 146.14 | |
| 20630 | 01/05/07 | 95.65 | 061A | REGISTER PAJARONIAN | | 10503 | CLASS ADV-FLT | 95.65 | |
| 20631 | 01/05/07 | 347.41 | 079 | SANTA CRUZ MUNICIPAL UTILITIES | | 10588 | 10/25-11/28 DUBOIS | 347.41 | |
| 20632 | 01/05/07 | 1,158.00 | 080 | STATE BOARD OF EQUALIZATION | | 10534 | USE TAX FOR NOV 2006 | 1,158.00 | |
| 20633 | 01/05/07 | 67.43 | 080B | STATE BOARD OF EQUALIZATION | | 10589 | UNDGRND STORAGE TANK | 67.43 | |
| 20634 | 01/05/07 | 361.29 | 115 | SNAP-ON INDUSTRIAL | | 10504 | SMALL TOOL | 361.29 | |
| 20635 | 01/05/07 | 1,823.69 | 117 | GILLIG CORPORATION | | 10505 | REV VEH PARTS | 1,823.69 | |
| 20636 | 01/05/07 | 18.99 | 130 | CITY OF WATSONVILLE UTILITIES | | 10590 | FINAL SAKATA LANE | 8.98 | |
| | | | | | | 10591 | 11/1-12/1 RODRIGUEZ | 10.01 | |
| 20637 | 01/05/07 | 166.43 | 147 | ZEE MEDICAL SERVICE CO. | | 10592 | SAFETY SUPPLIES | 166.43 | |
| 20638 | 01/05/07 | 850.11 | 186 | WILSON, GEORGE H., INC. | | 10593 | REPAIRS/MAINTENANCE | 850.11 | |
| 20639 | 01/05/07 | 25.00 | 188 | PACIFIC BUS MUSEUM | | 10506 | SUBSCRIPTION | 25.00 | |
| 20640 | 01/05/07 | 90.43 | 215 | IKON OFFICE SOLUTIONS | | 10507 | OFFICE SUPPLIES | 90.43 | |
| 20641 | 01/05/07 | 2,631.94 | 282 | GRAINGER | | 10508 | SAFETY/CLEAN SUPP | 2,502.53 | |
| | | | | | | 10509 | CLEANING SUPPLIES | 129.41 | |
| 20642 | 01/05/07 | 259.33 | 372 | FEDERAL EXPRESS | | 10510 | NOV MAIL/FLT | 73.18 | |
| | | | | | | 10511 | NOV MAIL/FINANCE | 20.71 | |
| | | | | | | 10512 | NOV MAIL/ADMIN | 150.03 | |

5-2.2

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

DATE: 01/01/07 THRU 01/31/07

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 20643 | 01/05/07 | 597.32 | 422 | IMAGE SALES INC. | | 10513 | NOV MAIL/METRO | 15.41 | |
| | | | | | | 10594 | POLAROID PHOTO CUTTR | 171.38 | |
| | | | | | | 10595 | EMP ID DATA CARDS | 425.94 | |
| 20644 | 01/05/07 | 54.05 | 434B | VERIZON CALIFORNIA | | 10514 | MT BIEWLASKI | 54.05 | |
| 20645 | 01/05/07 | 133.08 | 436 | WEST PAYMENT CENTER | | 10596 | NOV ACCESS CHGS | 133.08 | |
| 20646 | 01/05/07 | 1,120.00 | 478 | BEE CLENE | 0 | 10597 | CARPETS/ENC AND PAC | 1,120.00 | |
| 20647 | 01/05/07 | 947.19 | 480 | DIESEL MARINE ELECTRIC, INC. | | 10515 | REV VEH PARTS | 947.19 | |
| 20648 | 01/05/07 | 333.00 | 481 | PIED PIPER EXTERMINATORS, INC. | | 10598 | DEC PEST CONTROL | 333.00 | |
| 20649 | 01/05/07 | 377,673.19 | 502 | CA PUBLIC EMPLOYEES' | | 10599 | JAN MEDICAL INS | 377,673.19 | |
| 20650 | 01/05/07 | 2,867.70 | 504 | CUMMINS WEST, INC. | | 10516 | REV VEH PARTS | 1,899.22 | |
| | | | | | | 10517 | REV VEH PARTS | 968.48 | |
| 20651 | 01/05/07 | 2,055.00 | 616 | BROWN ARMSTRONG | | 10600 | AUDIT SERVICES | 2,055.00 | |
| 20652 | 01/05/07 | 195.31 | 647 | GFI GENFARE | | 10518 | REV VEH PARTS | 195.31 | |
| 20653 | 01/05/07 | 7,770.88 | 664 | BAY COUNTIES PITCOCK PETROLEUM | | 10519 | FUEL & LUB/FLT | 7,770.88 | |
| 20654 | 01/05/07 | 4,837.51 | 681 | SCOTTS BODY SHOP | 7 | 10520 | OUT RPR OTH VEH | 4,837.51 | |
| 20655 | 01/05/07 | 70.00 | 682 | WEISS, AMY L. | 7 | 10601 | DEC INTERPRETER | 70.00 | |
| 20656 | 01/05/07 | 1,088.75 | 733 | CLAREMONT BEHAVIORAL SERVICES | | 10602 | JAN EAP PREMIUM | 1,088.75 | |
| 20657 | 01/05/07 | 625.00 | 764 | MERCURY METALS | | 10577 | OUT RPR REV VEH/PT | 625.00 | |
| 20658 | 01/05/07 | 36,877.68 | 800 | DELTA DENTAL PLAN | | 10603 | JAN DENTAL | 36,877.68 | |
| 20659 | 01/05/07 | 1,906.50 | 852 | LAW OFFICES OF MARIE F. SANG | 7 | 10604 | WORKERS COMP CLAIMS | 1,906.50 | |
| 20660 | 01/05/07 | 391.86 | 872 | YALE-PACIFIC, INC. | | 10521 | OUT RPR EQUIP | 391.86 | |
| 20661 | 01/05/07 | 812.96 | 882 | PRINT SHOP SANTA CRUZ | | 10522 | TIME CARDS-OPS | 515.27 | |
| | | | | | | 10605 | PRINTING/ADMIN | 297.69 | |
| 20662 | 01/05/07 | 39.00 | 884 | UNITED STATES POSTAL SERVICE | | 10523 | POSTAGE STAMPS | 39.00 | |
| 20663 | 01/05/07 | 3,532.12 | 909 | CLASSIC GRAPHICS | | 10524 | OUT RPR REV VEH | 3,532.12 | |
| 20664 | 01/05/07 | 7,840.55 | 912 | FOLGER GRAPHICS | | 10606 | PRINTING/HEADWAYS | 7,840.55 | |
| 20665 | 01/05/07 | 1,305.00 | 916 | DOCTORS ON DUTY | | 10607 | 10/26-11/21 DRG TEST | 1,305.00 | |
| 20666 | 01/05/07 | 16,500.72 | 941 | ASSURANT EMPLOYEE BENEFITS | | 10608 | JAN LTD INS | 16,500.72 | |
| 20667 | 01/05/07 | 10.83 | 946 | ACME AND SONS | | 10525 | FENCE RENT-DUBOIS | 10.83 | |
| 20668 | 01/05/07 | 429.75 | 951 | DONOVAN SIGNS | | 10609 | CONST. SIGN MB | 429.75 | |
| 20669 | 01/05/07 | 11,063.43 | 977 | SANTA CRUZ TRANSPORTATION, LLC | | 10610 | NOV 06 PT SVCS | 11,063.43 | |
| 20670 | 01/05/07 | 50.00 | B003 | BEAUTZ, JAN | 7 | 10621 | DEC BOARD MTG | 50.00 | |
| 20671 | 01/05/07 | 50.00 | B006 | HINKLE, MICHELLE | 7 | 10623 | DEC BOARD MTG | 50.00 | |
| 20672 | 01/05/07 | 100.00 | B007 | KEOGH, MICHAEL | 7 | 10624 | DEC BOARD MTG | 100.00 | |
| 20673 | 01/05/07 | 50.00 | B011 | REILLY, EMILY | 7 | 10626 | DEC BOARD MTG | 50.00 | |
| 20674 | 01/05/07 | 100.00 | B012 | SPENCE, PAT | 7 | 10628 | DEC BOARD MTG | 100.00 | |
| 20675 | 01/05/07 | 100.00 | B014 | CITY OF WATSONVILLE | | 10630 | DEC BOARD MTG | 100.00 | |
| 20676 | 01/05/07 | 100.00 | B015 | ROTKIN, MIKE | 7 | 10627 | DEC BOARD MTG | 100.00 | |
| 20677 | 01/05/07 | 100.00 | B017 | STONE, MARK | 7 | 10629 | DEC BOARD MTG | 100.00 | |
| 20678 | 01/05/07 | 100.00 | B018 | BUSTICHI, DENE | 7 | 10622 | DEC BOARD MTG | 100.00 | |
| 20679 | 01/05/07 | 100.00 | B020 | NICOL, KIRBY | 7 | 10625 | DEC BOARD MTG | 100.00 | |
| 20680 | 01/05/07 | 35.67 | E239 | SLATER, ROBYN | | 10611 | OFFICE SUPPLIES | 35.67 | |
| 20681 | 01/05/07 | 183.77 | E312 | CHENG, FRANK | | 10612 | PRINTING/TRAVEL | 145.30 | |
| | | | | | | 10613 | INTERNET/PRINTING | 38.47 | |
| 20682 | 01/05/07 | 34.00 | E325 | MALDONADO, ROBERT | | 10531 | DMV FEES | 34.00 | |
| 20683 | 01/05/07 | 64.00 | E329 | ZARAGOZA, DANIEL | | 10533 | DMV FEES | 64.00 | |
| 20684 | 01/05/07 | 34.00 | E349 | OSORIO, ERLYN E. | | 10532 | DMV FEES | 34.00 | |
| 20685 | 01/05/07 | 35.31 | E395 | GARCIA, SAMUEL | | 10614 | EMPLOYEE TRAVEL | 35.31 | |
| 20686 | 01/05/07 | 64.00 | E610 | DIAZ, ROSA | | 10615 | DMV FEES | 64.00 | |
| 20687 | 01/05/07 | 64.00 | E611 | PINSKY, TODD | | 10526 | DMV FEES | 64.00 | |

5-2.3

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

DATE: 01/01/07 THRU 01/31/07

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|---------------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 20688 | 01/05/07 | 64.00 | E612 ANDERSEN, RONALD | | 10527 | DMV FEES | 64.00 | |
| 20689 | 01/05/07 | 64.00 | E613 RAUDMAN, RENEE | | 10528 | DMV FEES | 64.00 | |
| 20690 | 01/05/07 | 64.00 | E614 COLWELL, ARLAN | | 10529 | DMV FEES | 64.00 | |
| 20691 | 01/05/07 | 64.00 | E615 BROWN, HERBERT | | 10530 | DMV FEES | 64.00 | |
| 20692 | 01/05/07 | 15.00 | R462 ROBISON, MARY | | 10616 | PT PREPAID RETURNED | 15.00 | |
| 20693 | 01/05/07 | 96.00 | R470 COLLETTO, ANN | | 10617 | PT PREPAID RETURNED | 96.00 | |
| 20694 | 01/05/07 | 99.00 | R471 WINTON, KENNETH | | 10618 | PT PREPAID RETURNED | 99.00 | |
| 20695 | 01/05/07 | 1,600.00 | R473 COUNTY OF SANTA CRUZ | | 10619 | SETTLEMENT/RISK | 1,600.00 | |
| 20696 | 01/05/07 | 1,003.14 | R474 CAWALING, GEORGE | | 10620 | SETTLEMENT/RISK | 1,003.14 | |
| 20697 | 01/19/07 | 405.59 | 001 SBC | | 10689 | JAN REPEATERS/OPS | 405.59 | |
| 20698 | 01/19/07 | 5,496.00 | 001014 TRANSIT RESOURCE CENTER | | 10631 | BUS INSP REV VEH | 5,496.00 | |
| 20699 | 01/19/07 | 1,456.81 | 001039 GRAFFITI REMOVAL, INC. | | 10632 | REV VEH PARTS | 1,456.81 | |
| 20700 | 01/19/07 | 1,943.56 | 001048 CRUZ CAR WASH | | 10690 | VEH WASH SVCS/PT | 1,943.56 | |
| 20701 | 01/19/07 | 334.44 | 001052 MID VALLEY SUPPLY | | | | | VOIDED |
| | 01/31/07 | -334.44 | | | 10633 | CLEANING SUPP | 0.00 | |
| 20702 | 01/19/07 | 8,741.24 | 001063 NEW FLYER INDUSTRIES LIMITED | | 10634 | REV VEH PARTS 149 | 148.89 | |
| | | | | | 10635 | REV VEH PARTS 123 | 122.88 | |
| | | | | | 10636 | REV VEH PARTS 784 | 784.00 | |
| | | | | | 10637 | REV VEH PARTS 2200 | 2,199.76 | |
| | | | | | 10638 | REV VEH PARTS 44 | 44.00 | |
| | | | | | 10639 | REV VEH PARTS 1288 | 1,288.08 | |
| | | | | | 10640 | REV VEH PARTS 24 | 23.43 | |
| | | | | | 10641 | REV VEH PARTS 4130 | 4,130.20 | |
| 20703 | 01/19/07 | 11,464.36 | 001075 SOQUEL III ASSOCIATES | 7 | 9000806 | RESEARCH PARK RENT | 11,464.36 | |
| 20704 | 01/19/07 | 7,590.00 | 001076 BROUGHTON LAND, LLC | | 9000807 | 110 VERNON ST RENT | 7,590.00 | |
| 20705 | 01/19/07 | 637.00 | 001093 KROLL LABORATORY SPECIALISTS | | 10691 | NOV/DEC DRUG TESTS | 637.00 | |
| 20706 | 01/19/07 | 1,407.00 | 001119 MACERICH PARTNERSHIP LP | 7 | 9000808 | CAPITOLA MALL RENT | 1,407.00 | |
| 20707 | 01/19/07 | 1,032.78 | 001263 ABBOTT STREET RADIATOR, INC. | | 10642 | OUT RPR REV VEH | 1,032.78 | |
| 20708 | 01/19/07 | 69,378.33 | 001316 DEVCO OIL | | 10643 | FUEL FLT 1/1-1/15 | 69,378.33 | |
| 20709 | 01/19/07 | 1,273.88 | 001346 CITY OF SANTA CRUZ | | 10692 | COOP RETAIL MNGMNT | 1,273.88 | |
| 20710 | 01/19/07 | 5,510.43 | 001492 EVERGREEN OIL INC. | | 10693 | HAZ WASTE DISPOSAL | 5,510.43 | |
| 20711 | 01/19/07 | 833.65 | 001506 WESTERN STATES OIL CO., INC. | | 10644 | FUEL/LUB FLT | 833.65 | |
| 20712 | 01/19/07 | 122.68 | 001526 ADCOM/BHS | | 10694 | OFFICE SUPPLIES | 122.68 | |
| 20713 | 01/19/07 | 8,466.03 | 001648 STEVE'S UNION SERVICE | | 10645 | DEC FUEL/FLT | 46.94 | |
| | | | | | 10695 | DEC FUEL PT | 8,419.09 | |
| 20714 | 01/19/07 | 408.56 | 001856 BAY COMMUNICATIONS | 7 | 10696 | OUT REPAIR PHONES | 408.56 | |
| 20715 | 01/19/07 | 79.23 | 002012 CARTER, H.V. CO. INC. | | 10697 | SPIN PAK DEFLECTOR | 79.23 | |
| 20716 | 01/19/07 | 1,659.50 | 002035 BOWMAN & WILLIAMS | | 10698 | TOPO OF BUS TRNARNND | 1,659.50 | |
| 20717 | 01/19/07 | 70.30 | 002063 COSTCO | | 10646 | PHOTO PROC-OPS | 70.30 | |
| 20718 | 01/19/07 | 26,500.00 | 002116 HINSHAW, EDWARD & BARBARA | 7 | 9000809 | 370 ENCINAL RENT | 26,500.00 | |
| 20719 | 01/19/07 | 14,214.64 | 002117 IULIANO | 7 | 9000810 | 111 DUBOIS RENT | 11,214.64 | |
| | | | | | 9000811 | 115 DUBOIS RENT | 3,000.00 | |
| 20720 | 01/19/07 | 904.06 | 002189 BUS & EQUIPMENT | | 10699 | REV VEH PARTS/PT | 904.06 | |
| 20721 | 01/19/07 | 1,650.00 | 002287 CALIFORNIA SERVICE EMPLOYEES | | 10700 | JAN MEDICAL | 1,650.00 | |
| 20722 | 01/19/07 | 48.89 | 002307 EWING IRRIGATION PRODUCTS | | 10701 | REPAIRS/MAINTENANCE | 48.89 | |
| 20723 | 01/19/07 | 5,000.00 | 002346 CHANEY, CAROLYN & ASSOC., INC. | | 10702 | JAN LEGISLATIVE SVCS | 5,000.00 | |
| 20724 | 01/19/07 | 235.00 | 002448 CLEAR VIEW, LLC | 0 | 10703 | WTC WINDOW CLEANING | 235.00 | |
| 20725 | 01/19/07 | 339.38 | 002504 TIFCO INDUSTRIES | | 10647 | PARTS & SUPPLIES | 339.38 | |
| 20726 | 01/19/07 | 237.46 | 002624 DIGITAL RECORDERS | | 10648 | REV VEH PARTS | 237.46 | |
| 20727 | 01/19/07 | 7,385.00 | 002649 KING CRANE SERVICE, INC. | | 10704 | RELOCATE LCNG TANK | 7,385.00 | |

5-2.4

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

DATE: 01/01/07 THRU 01/31/07

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| 20728 | 01/19/07 | 42.50 | 002713 | SANTA CRUZ AUTO TECH, INC. | | 10705 | OUT RPR REV VEH/PT | 42.50 | |
| 20729 | 01/19/07 | 1,915.07 | 002721 | NEXTEL COMMUNICATIONS | | 10706 | 12/4-1/3 PHONES/PT | 1,915.07 | |
| 20730 | 01/19/07 | 1,214.13 | 002802 | BATTERY SYSTEMS | | 10649 | REV VEH PARTS | 1,214.13 | |
| 20731 | 01/19/07 | 2,436.66 | 002805 | TELEPATH CORPORATION | | 10650 | JAN MAINT/RPRS | 2,436.66 | |
| 20732 | 01/19/07 | 869.17 | 002814 | CREATIVE BUS SALES, INC. | | 10707 | REV VEH PARTS/PT | 869.17 | |
| 20733 | 01/19/07 | 2,760.71 | 002829 | VALLEY POWER SYSTEMS, INC. | | 10651 | REV VEH PARTS | 2,003.61 | |
| | | | | | | 10652 | REV VEH PARTS | 757.10 | |
| 20734 | 01/19/07 | 150.60 | 002861 | AMERICAN MESSAGING SVCS, LLC | | 10653 | JAN PAGER/FLT | 31.80 | |
| | | | | | | 10708 | JAN PAGER/FAC | 118.80 | |
| 20735 | 01/19/07 | 4,650.00 | 002863 | OFFICESTAR | | 10709 | TECHNICAL TRAINING | 4,650.00 | |
| 20736 | 01/19/07 | 3,870.97 | 002872 | CPS EXECUTIVE SEARCH | | 10710 | PROF/TECH SVCS/HRD | 3,870.97 | |
| 20737 | 01/19/07 | 2,000.00 | 002873 | USPS-HASLER | | 10711 | POSTAGE/ADM | 2,000.00 | |
| 20738 | 01/19/07 | 5,863.05 | 002883 | UNISTORAGE | | 10712 | OFFICE SUPPLIES | 2,062.39 | |
| | | | | | | 10713 | APC SYMMETRA MODULE | 3,800.66 | |
| 20739 | 01/19/07 | 465.00 | 002894 | PAN TEC INC. | | 10654 | PARTS & SUPP 465 | 465.00 | |
| 20740 | 01/19/07 | 135.00 | 002896 | ROGER'S REFRIGERATION, INC. | | 10714 | DIAGNOSITC | 135.00 | |
| 20741 | 01/19/07 | 175.00 | 002897 | ERVIN, EUGENE | | 10655 | BUS ANOUNCE AUDIT | 175.00 | |
| 20742 | 01/19/07 | 729.70 | 002901 | UNTERBERGER & UTERBERGER | | 10715 | PROF SVC/HRD | 729.70 | |
| 20743 | 01/19/07 | 1,289.00 | 002902 | DELTA KING HOTEL | | 10716 | EMP. TRAVEL 2/5-2/9 | 1,289.00 | |
| 20744 | 01/19/07 | 300.00 | 002903 | DMV-ETP | | 10717 | EMP. TRAINING | 300.00 | |
| 20745 | 01/19/07 | 295.11 | 004 | NORTH BAY FORD LINC-MERCURY | | 10656 | REV VEH PARTS | 82.73 | |
| | | | | | | 10657 | OUT RPR OTH VEH | 212.38 | |
| 20746 | 01/19/07 | 137.91 | 007 | UNITED PARCEL SERVICE | | 10658 | FRT OUT-DEC | 137.91 | |
| 20747 | 01/19/07 | 26,973.62 | 009 | PACIFIC GAS & ELECTRIC | | 10659 | DEC CNG/FLT | 10,114.10 | |
| | | | | | | 10718 | 11/12-01/09 KINGS | 1,870.49 | |
| | | | | | | 10719 | 12/06-01/04 PACIFIC | 1,972.09 | |
| | | | | | | 10720 | 12/01-12/29 ENCINAL | 3,162.80 | |
| | | | | | | 10721 | 11/30-12/29 VERNON | 269.49 | |
| | | | | | | 10722 | 11/30-12/29 RIVER | 2,063.68 | |
| | | | | | | 10723 | 11/30-12/29 FLEET | 7,520.97 | |
| 20748 | 01/19/07 | 12,847.14 | 018 | SALINAS VALLEY FORD SALES | | 10660 | REV VEH PTS/SM TOOL | 2,925.79 | |
| | | | | | | 10661 | REV VEH PARTS | 4,768.99 | |
| | | | | | | 10662 | REV VEH PARTS | 2,356.53 | |
| | | | | | | 10663 | REV VEH PARTS | 2,795.83 | |
| 20749 | 01/19/07 | 311.01 | 020 | ADT SECURITY SERVICES INC. | | 10724 | FEB ALARMS | 311.01 | |
| 20750 | 01/19/07 | 742.08 | 039 | KINKO'S INC. | | 10725 | NOV PRINTING/ MC | 187.66 | |
| | | | | | | 10726 | NOV PRINTING/OPS | 534.93 | |
| | | | | | | 10727 | DEC PRINING/ADM | 19.49 | |
| 20751 | 01/19/07 | 3,744.92 | 041 | MISSION UNIFORM | | 10664 | DEC UNIF/LAUNDRY-FLT | 3,014.19 | |
| | | | | | | 10728 | DEC UNIF/LAUNDRY PT | 106.96 | |
| | | | | | | 10729 | DEC UNIF/LAUNDRY FAC | 623.77 | |
| 20752 | 01/19/07 | 8.30 | 042 | ORCHARD SUPPLY HARDWARE | | 10730 | REPAIRS/MAINTENANCE | 8.30 | |
| 20753 | 01/19/07 | 2,604.91 | 043 | PALACE ART & OFFICE SUPPLY | | 10731 | OFFICE SUPPLIES | 2,604.91 | |
| 20754 | 01/19/07 | 205.68 | 045 | ROYAL WHOLESALE ELECTRIC | | 10732 | REPAIRS/MAINTENANCE | 205.68 | |
| 20755 | 01/19/07 | 14.29 | 051 | SANTA CRUZ FIRE EQUIPMENT | 7 | 10733 | OUT REPAIR/FIRE EXT | 14.29 | |
| 20756 | 01/19/07 | 525.50 | 067 | ROTO-ROOTER | | 10734 | OUT RPR-BLD/GRNDS | 525.50 | |
| 20757 | 01/19/07 | 59.87 | 074 | KENVILLE LOCKSMITHS | 7 | 10665 | PARTS & SUPP | 20.00 | |
| | | | | | | 10735 | DEC LOCKS/KEYS | 39.87 | |
| 20758 | 01/19/07 | 17.88 | 075 | COAST PAPER & SUPPLY INC. | | 10736 | CLEANING SUPPLIES | 17.88 | |
| 20759 | 01/19/07 | 7,099.19 | 079 | SANTA CRUZ MUNICIPAL UTILITIES | | 10737 | 11/1-11/30 LANDFILL | 78.22 | |

5-2.5

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

DATE: 01/01/07 THRU 01/31/07

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|-------------------------------|-------------|---------------|-------------------------|--------------------|---------|
| | | | | | | 10738 | 12/1-12/31 LANDFILL | 18.84 | |
| | | | | | | 10739 | 11/29-12/21 ENCINAL | 774.46 | |
| | | | | | | 10740 | 11/29-12/21 DUBOIS | 910.54 | |
| | | | | | | 10741 | 11/30-12/28 PACIFIC | 84.94 | |
| | | | | | | 10742 | 11/30-12/28 PACIFIC | 2,214.82 | |
| | | | | | | 10743 | 11/29-12/21 ENCINAL | 98.71 | |
| | | | | | | 10744 | 11/29-12/21 RIVER | 36.86 | |
| | | | | | | 10745 | 11/29-12/21 RIVER | 2,033.20 | |
| | | | | | | 10746 | 11/29-12/21 GOLF CLB | 848.60 | |
| 20760 | 01/19/07 | 1,891.40 | 080 | STATE BOARD OF EQUALIZATION | | 10747 | JUL-SEPT USE TAX | 1,891.40 | |
| 20761 | 01/19/07 | 1,869.81 | 080A | STATE BOARD OF EQUALIZATION | | 10666 | OCT-DEC 06 FUEL TAX | 1,869.81 | |
| 20762 | 01/19/07 | 484.51 | 083 | THYSSENKRUPP ELEVATOR | | 10748 | OUT REPAIR-EQUIP | 484.51 | |
| 20763 | 01/19/07 | 13,707.06 | 085 | DIXON & SON TIRE, INC. | | 10667 | DEC TIRES/TUBES FLT | 12,489.28 | |
| | | | | | | 10749 | NOV/DEC TIRES/TBS PT | 1,217.78 | |
| 20764 | 01/19/07 | 63.78 | 087 | RECOGNITION SERVICES | | 10790 | EMP INCENTIVE 20 | 63.78 | |
| 20765 | 01/19/07 | 593.59 | 107 | SAN LORENZO LUMBER | | 10668 | PARTS & SUPPLIES | 16.16 | |
| | | | | | | 10750 | REPAIRS/MAINTENANCE | 577.43 | |
| 20766 | 01/19/07 | 2,617.84 | 110 | JESSICA GROCERY STORE, INC. | | 9000812 | CUSTODIAL SERVICES | 2,617.84 | |
| 20767 | 01/19/07 | 2,694.48 | 117 | GILLIG CORPORATION | | 10669 | REV VEH PTS/SAFETY | 1,345.17 | |
| | | | | | | 10670 | REV VEH PARTS | 229.87 | |
| | | | | | | 10671 | REV VEH PARTS | 444.15 | |
| | | | | | | 10672 | REV VEH PARTS | 675.29 | |
| 20768 | 01/19/07 | 10.01 | 130 | CITY OF WATSONVILLE UTILITIES | | 10751 | 12/1-1/1 RODRIGUEZ | 10.01 | |
| 20769 | 01/19/07 | 1,869.85 | 135 | SANTA CRUZ AUTO PARTS, INC. | | 10673 | REV VEH PTS/SM TOOL | 1,631.76 | |
| | | | | | | 10752 | REV VEH PARTS/SUPPLY | 238.09 | |
| 20770 | 01/19/07 | 238.54 | 148 | ZEP MANUFACTURING COMPANY | | 10674 | REV VEH PARTS | 238.54 | |
| 20771 | 01/19/07 | 350.98 | 149 | SANTA CRUZ SENTINEL | | 10675 | CLASS ADV-PURCH | 140.99 | |
| | | | | | | 10753 | DEC ADVERTISING/ADM | 209.99 | |
| 20772 | 01/19/07 | 584.39 | 156 | PRINT GALLERY, THE | | 10754 | PRINT ROUTE STICKERS | 584.39 | |
| 20773 | 01/19/07 | 2,421.83 | 161 | OCEAN CHEVROLET | | 10676 | REV VEH PARTS | 106.13 | |
| | | | | | | 10755 | REV VEH PARTS/PT | 2,315.70 | |
| 20774 | 01/19/07 | 1,860.82 | 163 | COMMUNITY PRINTERS, INC. | | 10756 | PRINTING OF SEIU MOU | 1,860.82 | |
| 20775 | 01/19/07 | 186.10 | 166 | HOSE SHOP, THE | | 10677 | PARTS & SUPPLIES | 186.10 | |
| 20776 | 01/19/07 | 374.66 | 170 | TOWNSEND'S AUTO PARTS | | 10678 | REV VEH PTS/SUPP | 374.66 | |
| 20777 | 01/19/07 | 102.63 | 172 | CENTRAL WELDER'S SUPPLY, INC. | | 10679 | PARTS/SAFETY SUPP | 102.63 | |
| 20778 | 01/19/07 | 680.69 | 215 | IKON OFFICE SOLUTIONS | | 10757 | COPIER OVERAGE/PT | 590.46 | |
| | | | | | | 10758 | STAPLES TYPE K | 90.23 | |
| 20779 | 01/19/07 | 1,477.06 | 221 | VEHICLE MAINTENANCE PROGRAM | | 10680 | REV VEH PARTS 1477 | 1,477.06 | |
| 20780 | 01/19/07 | 1,366.17 | 260 | SANTA CRUZ GLASS CO., INC. | | 10759 | REPLAC GLS/CAFE LENA | 1,366.17 | |
| 20781 | 01/19/07 | 417.81 | 282 | GRAINGER | | 10760 | REPAIRS/MAINTENANCE | 417.81 | |
| 20782 | 01/19/07 | 116.80 | 288 | MUNCIE TRANSIT SUPPLY | | 10681 | REV VEH PARTS | 116.80 | |
| 20783 | 01/19/07 | 400.23 | 291 | STANLEY ACCESS TECHNOLOGIES | | 10761 | DOOR SVC/KINGS | 400.23 | |
| 20784 | 01/19/07 | 184.00 | 367 | COMMUNITY TELEVISION OF | | 10762 | TV COVERAGE 12/15 | 184.00 | |
| 20785 | 01/19/07 | 843.73 | 395 | APPLIED GRAPHICS, INC. | | 10763 | CHECK STOCK FOR FIN | 843.73 | |
| 20786 | 01/19/07 | 385.00 | 478 | BEE CLENE | 0 | 10764 | CARPET/RIVER ST | 385.00 | |
| 20787 | 01/19/07 | 89.75 | 510A | HASLER, INC. | | 10765 | 2/1-2/28 RENTAL/PT | 41.04 | |
| | | | | | | 10791 | 2/1-2/28 RENTAL/ADM | 48.71 | |
| 20788 | 01/19/07 | 342.01 | 580 | BLOCK AND COMPANY, INC. | | 10682 | OFFICE SUPPLIES | 342.01 | |
| 20789 | 01/19/07 | 16,420.00 | 616 | BROWN ARMSTRONG | | 10766 | STATE TAX RETURN SVC | 250.00 | |
| | | | | | | 10767 | AUDIT SERVICES | 16,170.00 | |

5-2.6

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

DATE: 01/01/07 THRU 01/31/07

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR | VENDOR NAME | VENDOR TRANS. TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------|--------------------------------|--------------------|---------------|-------------------------|--------------------|---------|
| 20790 | 01/19/07 | 1,002.74 | 664 | BAY COUNTIES PITCOCK PETROLEUM | | 10683 | FUEL/LUB FLT | 1,002.74 | |
| 20791 | 01/19/07 | 12,525.09 | 667 | CITY OF SCOTTS VALLEY | | 10768 | SVTC | 12,525.09 | |
| 20792 | 01/19/07 | 2,941.00 | 674 | LIEBERT CASSIDY WHITMORE | 7 | 10769 | 1/1-12/31 EMP.TRAIN | 2,941.00 | |
| 20793 | 01/19/07 | 11,967.00 | 694 | CALIFORNIA TRANSIT ASSOC. | | 10770 | MEMBERSHIP DUES 2007 | 11,967.00 | |
| 20794 | 01/19/07 | 147.90 | 699 | SALINAS CASH REGISTER CO INC | . | 10684 | POWER BOARD RPR | 147.90 | |
| 20795 | 01/19/07 | 4,709.01 | 851 | I.M.P.A.C. GOVERNMENT SERVICES | | 10771 | 4055019201231222 | 4,709.01 | |
| 20796 | 01/19/07 | 139.50 | 852 | LAW OFFICES OF MARIE F. SANG | 7 | 10772 | WORKERS COMP CLAIMS | 139.50 | |
| 20797 | 01/19/07 | 3,552.68 | 856 | ANGI INTERNATIONAL LLC | | 10773 | REPAIRS/MAINTENANCE | 3,552.68 | |
| 20798 | 01/19/07 | 32.50 | 886 | ALL PURE WATER | | 10685 | OFFICE SUPPLIES | 32.50 | |
| 20799 | 01/19/07 | 4,472.63 | 909 | CLASSIC GRAPHICS | | 10686 | OUT RPR REV VEH | 4,472.63 | |
| 20800 | 01/19/07 | 168.35 | 911 | NNT, INC. | | 10687 | PRINTER RPR | 168.35 | |
| 20801 | 01/19/07 | 299.76 | 932 | A.L. LEASE COMPANY, INC. | | 10774 | REPAIRS/MAINTENANCE | 299.76 | |
| 20802 | 01/19/07 | 4,995.00 | 942 | PROOFPOINT, INC. | | 10775 | SPAM DETECTION MODUL | 4,995.00 | |
| 20803 | 01/19/07 | 914.94 | 943 | CLEAN BUILDING MAINTENANCE | | 10776 | DEC JANITORIAL SVC | 914.94 | |
| 20804 | 01/19/07 | 314,141.40 | 948 | ARNTZ BUILDERS, INC. | | 10777 | CONST SVC MB TO 11/3 | 314,141.40 | |
| 20805 | 01/19/07 | 34,904.60 | 948A | WESTAMERICA BANK TRUST DEPT | | 10778 | NOV RETAINAGE | 34,904.60 | |
| 20806 | 01/19/07 | 390.00 | 949A | NATIONAL FLOOD SERVICES | | 10779 | FLOOD INS 1/07-1/08 | 390.00 | |
| 20807 | 01/19/07 | 450.00 | 957 | SECURITY SHORING & STEEL PLT | | 10780 | STEEL PLATE RENTAL | 450.00 | |
| 20808 | 01/19/07 | 77.45 | 980 | MCMASTER-CARR SUPPLY CO | | 10781 | REPAIRS/MAINTENANCE | 77.45 | |
| 20809 | 01/19/07 | 100.00 | B016 | SKILLICORN, DALE | 7 | 10787 | JAN BOARD MTG | 100.00 | |
| 20810 | 01/19/07 | 200.00 | E020 | FOUSE, BRENT | | 10782 | EMP TRAVEL 2/5-2/9 | 200.00 | |
| 20811 | 01/19/07 | 38.00 | E376 | MALPHRUS, BRENDA | | 10688 | DMV FEES | 38.00 | |
| 20812 | 01/19/07 | 200.00 | E407 | JONES, CHRISTINE M. | | 10783 | EMP TRAVEL 2/5-2/9 | 200.00 | |
| 20813 | 01/19/07 | 342.80 | M003 | WYANT, JUDI | Y | 9000813 | MED PYMT SUPP | 342.80 | |
| 20814 | 01/19/07 | 349.65 | M005 | ROSS, EMERY | 7 | 9000814 | MED PYMT SUPP | 349.65 | |
| 20815 | 01/19/07 | 408.57 | M007 | BLAIR-ALWARD, GREGORY | 7 | 9000815 | MED PYMT SUPP | 408.57 | |
| 20816 | 01/19/07 | 408.57 | M010 | SHORT, SLOAN | 7 | 9000816 | MED PYMT SUPP | 408.57 | |
| 20817 | 01/19/07 | 245.40 | M016 | HICKLIN, DONALD KENT | 7 | 9000817 | MED PYMT SUPP | 245.40 | |
| 20818 | 01/19/07 | 163.17 | M022 | CAPELLA, KATHLEEN | 7 | 9000818 | MED PYMT SUPP | 163.17 | |
| 20819 | 01/19/07 | 54.26 | M033 | BAILEY, NEIL | 7 | 9000819 | MED PYMT SUPP | 54.26 | |
| 20820 | 01/19/07 | 27.15 | M036 | CERVANTES, GLORIA | 7 | 9000820 | MED PYMT SUPP | 27.15 | |
| 20821 | 01/19/07 | 27.15 | M039 | DAVILA, ANA MARIA | 7 | 9000821 | MED PYMT SUPP | 27.15 | |
| 20822 | 01/19/07 | 27.15 | M040 | GARBEZ, LINDA | 7 | 9000822 | MED PYMT SUPP | 27.15 | |
| 20823 | 01/19/07 | 54.26 | M041 | GOUVEIA, ROBERT | 7 | 9000823 | MED PYMT SUPP | 54.26 | |
| 20824 | 01/19/07 | 27.15 | M050 | O'MARA, KATHLEEN | 7 | 9000824 | MED PYMT SUPP | 27.15 | |
| 20825 | 01/19/07 | 54.26 | M054 | SLOAN, FRANCIS | 7 | 9000825 | MED PYMT SUPP | 54.26 | |
| 20826 | 01/19/07 | 397.25 | M057 | PARHAM, WALLACE | 7 | 9000826 | MED PYMT SUPP | 397.25 | |
| 20827 | 01/19/07 | 397.25 | M058 | POTEETE, BEVERLY | 7 | 9000827 | MED PYMT SUPP | 397.25 | |
| 20828 | 01/19/07 | 431.25 | M061 | KAMEDA, TERRY | 7 | 9000828 | MED PYMT SUPP | 431.25 | |
| 20829 | 01/19/07 | 354.74 | M064 | PETERS, TERRIE | 7 | 9000829 | MED PYMT SUPP | 354.74 | |
| 20830 | 01/19/07 | 64.47 | M068 | BASS, BETTY | 7 | 9000830 | MED PYMT SUPP | 64.47 | |
| 20831 | 01/19/07 | 81.60 | M069 | JACOBS, KENNETH | 7 | 9000831 | MED PYMT SUPP | 81.60 | |
| 20832 | 01/19/07 | 81.60 | M070 | PICARELLA, FRANCIS | 7 | 9000832 | MED PYMT SUPP | 81.60 | |
| 20833 | 01/19/07 | 138.68 | M072 | BRIDINGER, CHRIS | 7 | 9000833 | MED PYMT SUPP | 138.68 | |
| 20834 | 01/19/07 | 94.32 | M074 | GABRIELE, BERNARD | 7 | 9000834 | MED PYMT SUPP | 94.32 | |
| 20835 | 01/19/07 | 138.68 | M076 | VONWAL, YVETTE | 7 | 9000835 | MED PYMT SUPP | 138.68 | |
| 20836 | 01/19/07 | 96.84 | M079 | BROGDON, ROY | | 9000836 | MED PYMT SUPP | 96.84 | |
| 20837 | 01/19/07 | 27.21 | M082 | HINDIN, LENORE | 7 | 9000837 | MED PYMT SUPP | 27.21 | |
| 20838 | 01/19/07 | 54.26 | M085 | ROSSI, DENISE | 7 | 9000838 | MED PYMT SUPP | 54.26 | |
| 20839 | 01/19/07 | 27.15 | M086 | TOLINE, DONALD | 7 | 9000839 | MED PYMT SUPP | 27.15 | |

5-2.7

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

DATE: 01/01/07 THRU 01/31/07

| CHECK NUMBER | CHECK DATE | CHECK AMOUNT | VENDOR NAME | VENDOR TYPE | TRANS. NUMBER | TRANSACTION DESCRIPTION | TRANSACTION AMOUNT | COMMENT |
|--------------|------------|--------------|--------------------------|-------------|---------------|-------------------------|--------------------|--------------|
| 20840 | 01/19/07 | 27.15 | M088 YAGI, RANDY | 7 | 9000840 | MED PYMT SUPP | 27.15 | |
| 20841 | 01/19/07 | 44.45 | M090 CLARKE, PATRICIA | 7 | 9000841 | MED PYMT SUPP | 44.45 | |
| 20842 | 01/19/07 | 81.60 | M092 CRAWFORD, TERRI | 7 | 9000842 | MED PYMT SUPP | 81.60 | |
| 20843 | 01/19/07 | 81.60 | M095 DIXON, GEORGE | 7 | 9000843 | MED PYMT SUPP | 81.60 | |
| 20844 | 01/19/07 | 81.60 | M096 DRAKE, JUDITH | 7 | 9000844 | MED PYMT SUPP | 81.60 | |
| 20845 | 01/19/07 | 81.60 | M098 FAUCI, SUSAN | 7 | 9000845 | MED PYMT SUPP | 81.60 | |
| 20846 | 01/19/07 | 81.60 | M099 FIKE, LOUIS | 7 | 9000846 | MED PYMT SUPP | 81.60 | |
| 20847 | 01/19/07 | 54.26 | M100 GARCIA, SANTIAGO | 7 | 9000847 | MED PYMT SUPP | 54.26 | |
| 20848 | 01/19/07 | 81.60 | M101 GOES, ALAN | 7 | 9000848 | MED PYMT SUPP | 81.60 | |
| 20849 | 01/19/07 | 44.45 | M103 JEMISON, MAURICE | 7 | 9000849 | MED PYMT SUPP | 44.45 | |
| 20850 | 01/19/07 | 81.60 | M104 JUSSEL, PETE | 7 | 9000850 | MED PYMT SUPP | 81.60 | |
| 20851 | 01/19/07 | 44.45 | M105 KOHAMA, MARY | 7 | 9000851 | MED PYMT SUPP | 44.45 | |
| 20852 | 01/19/07 | 44.45 | M106 LYALL, JOHN | 7 | 9000852 | MED PYMT SUPP | 44.45 | |
| 20853 | 01/19/07 | 81.60 | M108 MILLER, FOREST | 7 | 9000853 | MED PYMT SUPP | 81.60 | |
| 20854 | 01/19/07 | 125.92 | M109 PEREZ, CHERYL | | 9000854 | MED PYMT SUPP | 125.92 | |
| 20855 | 01/19/07 | 44.45 | M111 SANCHEZ, FELIX | 7 | 9000855 | MED PYMT SUPP | 44.45 | |
| 20856 | 01/19/07 | 81.60 | M112 SILVA, EDUARDO | 7 | 9000856 | MED PYMT SUPP | 81.60 | |
| 20857 | 01/19/07 | 104.66 | M115 WILLIAMS, CHRIS | 7 | 9000857 | MED PYMT SUPP | 104.66 | |
| 20858 | 01/19/07 | 145.72 | M116 CRAMBLETT, LAWRENCE | | 9000858 | MED PYMT SUPP | 145.72 | |
| 20859 | 01/19/07 | 25.00 | R475 SIMONS, REBECCA | | 10784 | S&D MONTH PASS | 25.00 | |
| 20860 | 01/19/07 | 10,000.00 | R476 SHORT, APRIL | | 10785 | SETTLEMENT/RISK | 10,000.00 | |
| 20861 | 01/19/07 | 132.00 | T118 WEHNER, AMY MARY | | 10786 | CONVENIENCE CARDS | 132.00 | |
| TOTAL | | 1,533,392.45 | COAST COMMERCIAL BANK | | | TOTAL CHECKS | 282 | 1,533,392.45 |

5-2.8

**Santa Cruz METRO
January 2007 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

| ROUTE | REVENUE | RIDERSHIP | UC | | S/D | | S/D | | W/C | Cabrillo | Bike | Passes/ Free Rides |
|-----------------|---------------------|----------------|----------------|---------------|--------------|--------------|--------------|--------------|--------------|---------------|----------------|-----------------------|
| | | | Student | Faculty | Day Pass | Riders | Day Pass | Riders | | | | |
| 10 | \$ 1,897.22 | 33,540 | 29,390 | 2,027 | 13 | 66 | 28 | 12 | 38 | 671 | 966 | |
| 13 | \$ 556.80 | 14,859 | 13,490 | 676 | 3 | 25 | 5 | - | 14 | 242 | 328 | |
| 15 | \$ 2,139.87 | 46,376 | 41,398 | 2,366 | 19 | 43 | 13 | 7 | 50 | 904 | 1,249 | |
| 16 | \$ 6,551.40 | 101,545 | 90,328 | 4,172 | 27 | 202 | 45 | 25 | 176 | 1,838 | 2,772 | |
| 19 | \$ 1,872.46 | 30,189 | 26,447 | 1,430 | 10 | 118 | 11 | 12 | 79 | 528 | 1,031 | |
| 3B | \$ 1,355.88 | 2,637 | 361 | 140 | 29 | 72 | 13 | 13 | 37 | 79 | 1,198 | |
| 4 | \$ 1,365.27 | 4,402 | 369 | 71 | 15 | 275 | 52 | 43 | 18 | 85 | 2,741 | |
| 7 | \$ 347.23 | 992 | 81 | 22 | 3 | 41 | 8 | 10 | 21 | 21 | 630 | |
| 9 | \$ 287.27 | 394 | 22 | 26 | 6 | 8 | - | 1 | 5 | 4 | 167 | |
| 12A | \$ 44.55 | 1,206 | 1,033 | 129 | 1 | 2 | - | 1 | 3 | 20 | 13 | |
| 20 | \$ 2,061.29 | 23,326 | 19,628 | 1,100 | 17 | 104 | 2 | 2 | 33 | 450 | 1,219 | |
| 31 | \$ 1,415.83 | 1,895 | 90 | 49 | 5 | 21 | 4 | 1 | 18 | 92 | 799 | |
| 32 | \$ 275.82 | 352 | 10 | 12 | 1 | 2 | - | - | 2 | 9 | 158 | |
| 33 | \$ 211.30 | 433 | - | - | - | - | - | - | - | - | 273 | |
| 34 | \$ 237.71 | 228 | - | - | - | 1 | - | - | - | - | 72 | |
| 35 | \$ 25,367.35 | 36,421 | 922 | 393 | 225 | 861 | 14 | 194 | 225 | 1,112 | 18,708 | |
| 40 | \$ 1,372.06 | 1,484 | 47 | 9 | 44 | 87 | - | 6 | 2 | 46 | 616 | |
| 41 | \$ 994.57 | 1,562 | 264 | 80 | 15 | 38 | - | 3 | 24 | 84 | 571 | |
| 42 | \$ 838.12 | 1,084 | 127 | 15 | 2 | 62 | - | 5 | 13 | 95 | 383 | |
| 53 | \$ 485.22 | 717 | 9 | 6 | 6 | 69 | 33 | 4 | 14 | 21 | 355 | |
| 54 | \$ 451.69 | 757 | 20 | 11 | 3 | 38 | 4 | 3 | 8 | 21 | 417 | |
| 55 | \$ 1,374.89 | 2,517 | 20 | 21 | 16 | 137 | 46 | 24 | 222 | 66 | 1,350 | |
| 56 | \$ 581.26 | 918 | 7 | 4 | 2 | 57 | 13 | 8 | 82 | 34 | 425 | |
| 66 | \$ 10,232.85 | 16,400 | 2,656 | 448 | 100 | 611 | 112 | 75 | 122 | 398 | 6,486 | |
| 68 | \$ 6,117.59 | 10,678 | 1,871 | 309 | 89 | 314 | 77 | 42 | 77 | 210 | 4,500 | |
| 68N | \$ 1,531.36 | 2,271 | 496 | 88 | - | 37 | 9 | 1 | 9 | 89 | 681 | |
| 69 | \$ 6,353.21 | 10,978 | 1,490 | 384 | 68 | 422 | 65 | 37 | 73 | 329 | 4,857 | |
| 69A | \$ 17,742.77 | 22,811 | 1,480 | 530 | 142 | 1,091 | 218 | 110 | 130 | 707 | 8,645 | |
| 69N | \$ 1,221.33 | 2,250 | 396 | 128 | - | 61 | 15 | 1 | 50 | 112 | 848 | |
| 69W | \$ 16,356.49 | 22,609 | 1,707 | 576 | 144 | 855 | 165 | 108 | 732 | 676 | 8,833 | |
| 70 | \$ 2,088.88 | 3,801 | 164 | 56 | 19 | 121 | 32 | 19 | 536 | 124 | 1,658 | |
| 71 | \$ 47,128.75 | 58,375 | 2,187 | 1,249 | 400 | 2,576 | 230 | 243 | 1,778 | 2,174 | 21,658 | |
| 72 | \$ 3,151.70 | 3,576 | 8 | 45 | 38 | 228 | 17 | 22 | 90 | 91 | 1,330 | |
| 74 | \$ 2,238.11 | 2,092 | 5 | 4 | 17 | 145 | 12 | 9 | 8 | 17 | 559 | |
| 75 | \$ 5,713.07 | 6,298 | 10 | 52 | 43 | 363 | 42 | 43 | 56 | 103 | 2,362 | |
| 76 | \$ 663.72 | 708 | 4 | 11 | 8 | 52 | 2 | 13 | 1 | 19 | 249 | |
| 79 | \$ 1,526.75 | 1,716 | 5 | 24 | 41 | 156 | 69 | 63 | 20 | 20 | 728 | |
| 88 | \$ 63.25 | 4,222 | 2 | 3 | - | 1 | 1 | - | - | 8 | 58 | |
| 91 | \$ 3,221.43 | 4,405 | 404 | 115 | 82 | 63 | 4 | 7 | 278 | 198 | 1,537 | |
| UC Supplemental | \$ 390.26 | 12,139 | 11,310 | 382 | 1 | 13 | 1 | 1 | 8 | 155 | 196 | |
| Unknown | \$ 38.18 | 269 | 78 | 28 | - | - | 17 | - | 18 | 28 | 103 | |
| TOTAL | \$177,864.86 | 493,432 | 248,336 | 17,201 | 1,654 | 9,438 | 1,379 | 1,168 | 5,070 | 11,860 | 101,729 | |

| ROUTE | REVENUE | RIDERSHIP | VTA/SC | | 17 | | S/D | | W/C | METRO | ECO Pass | Bike | Monthly Pass |
|-------|--------------|-----------|----------|----------|----------|--------|-----|-------|-----|-------|-------------|------|-----------------|
| | | | Day Pass | CalTrain | Day Pass | Riders | | | | | | | |
| 17 | \$ 40,012.72 | 18,673 | 18 | 66 | 141 | 1,102 | 29 | 4,716 | 99 | 868 | 8,429 | | |

| RIDERSHIP | |
|--------------|--------------|
| Night Owl | 3,972 |
| | - |
| TOTAL | 3,972 |

| | |
|-------------------|--------------|
| January Ridership | 516,077 |
| January Revenue | \$218,274.69 |

5-3.1

BUS OPERATOR LIFT TEST *PULL-OUT*

| VEHICLE CATEGORY | TOTAL BUSES | AVG # DEAD IN GARAGE | AVG # AVAIL. FOR SERVICE | AVG # IN SERVICE | AVG # SPARE BUSES | AVG # LIFTS OPERATING | % LIFTS WORKING ON PULL-OUT BUSES |
|-------------------------|-------------|----------------------|--------------------------|------------------|-------------------|-----------------------|-----------------------------------|
| FLYER/HIGHWAY 17 - 40' | 7 | 0 | 7 | 1 | 6 | 1 | 100% |
| FLYER/LOW FLOOR - 40' | 12 | 1 | 11 | 8 | 3 | 8 | 100% |
| FLYER/LOW FLOOR - 35' | 18 | 3 | 15 | 12 | 3 | 12 | 100% |
| FLYER/HIGH FLOOR - 35' | 15 | 2 | 13 | 3 | 10 | 3 | 100% |
| GILLIG/SAM TRANS - 40' | 10 | 2 | 8 | 4 | 4 | 4 | 100% |
| DIESEL CONVERSION - 35' | 15 | 4 | 11 | 11 | 0 | 11 | 100% |
| DIESEL CONVERSION - 40' | 14 | 3 | 11 | 9 | 2 | 9 | 100% |
| ORION/HIGHWAY 17 - 40' | 11 | 1 | 10 | 8 | 2 | 8 | 100% |
| GOSHEN | 2 | 0 | 2 | 0 | 2 | 0 | 100% |
| TROLLEY | 1 | 0 | 1 | 0 | 1 | 0 | 100% |
| CNG NEW FLYER - 40' | 8 | 1 | 7 | 7 | 0 | 7 | 100% |

5-3.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JANUARY 2007

| BUS # | DATE | DAY | REASON |
|--------|--------|-----------|--|
| 2205CG | 3-Jan | Wednesday | Kneel slow in coming back up |
| 2206CG | 16-Jan | Tuesday | Air leak somewhere around the Kneel. PSI drops from 115 to 100 |
| 8080F | 5-Jan | Friday | Kneel releases on its own |
| 8081F | 24-Jan | Wednesday | Kneel not working |
| 8081F | 25-Jan | Thursday | Kneel not working |
| 9801LF | 24-Jan | Wednesday | Kneel alert does not work |
| 9827LF | 24-Jan | Wednesday | Wheel chair ramp does not come up. Has to be pulled up manually. |

- F New Flyer
- G Gillig
- C Champion
- LF Low Floor Flyer
- GM GMC
- CG CNG
- CN SR855 & SR854
- OR Orion/Hwy 17

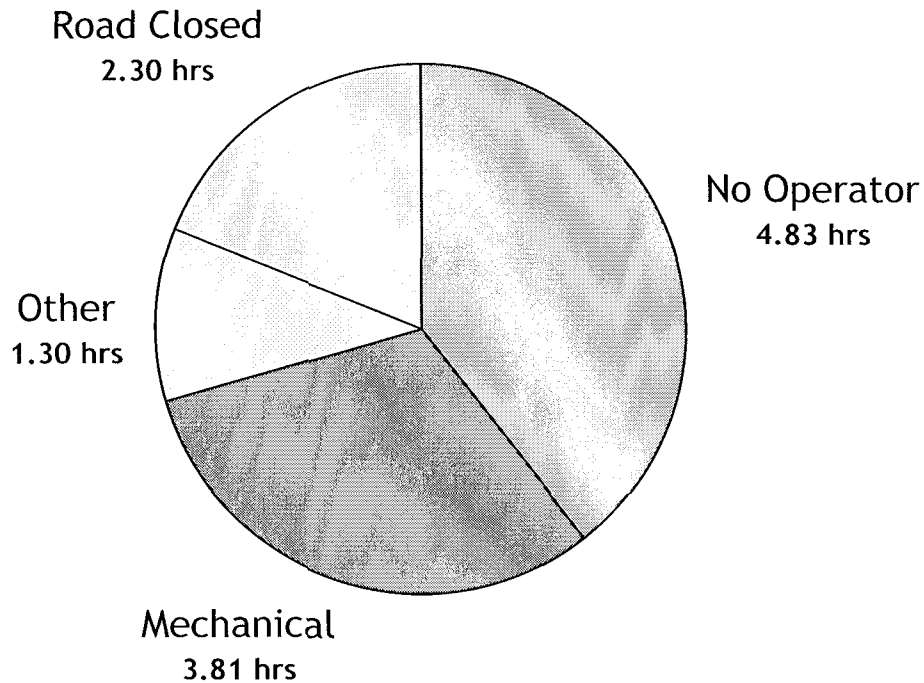
Note: Lift operating problems that cause delays of less than 30 minutes.

5-3.3

Dropped Service for FY 2007

| | FY 2004/05 | | FY 2005/06 | | FY 2006/07 | |
|--------------|---------------|-----------------|---------------|------------------|---------------|-----------------|
| | Dropped Hours | Dropped Miles | Dropped Hours | Dropped Miles | Dropped Hours | Dropped Miles |
| July | 1.35 | 42.89 | 0 | 0 | 5.00 | 96.88 |
| August | 0.00 | 0.00 | 213.92 | 3,575.86 | 15.02 | 276.46 |
| September | 0.76 | 18.87 | 140.97 | 2,336.50 | 11.30 | 160.72 |
| October | 0.00 | 0.00 | STRIKE | STRIKE | 37.52 | 540.19 |
| November | 0.00 | 0.00 | 113.77 | 1,780.56 | 37.55 | 477.48 |
| December | 0.00 | 0.00 | 95.61 | 1,659.66 | 6.08 | 143.84 |
| January | 6.07 | 127.13 | 16.52 | 286.31 | 12.24 | 188.23 |
| February | 23.31 | 276.75 | 39.22 | 579.38 | | |
| March | 8.66 | 99.08 | 21.38 | 380.68 | | |
| April | 37.96 | 641.12 | 62.57 | 986.08 | | |
| May | 1.50 | 37.03 | 33.47 | 551.00 | | |
| June | 4.15 | 69.30 | 20.20 | 267.47 | | |
| TOTAL | 83.76 | 1,312.17 | 757.62 | 12,403.50 | 124.71 | 1,883.80 |

Dropped Service Breakdown for January 2007



5-3.4

**Santa Cruz METRO
December 2006 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

| ROUTE | REVENUE | RIDERSHIP | UC Student | UC Staff Faculty | Day Pass | S/D Riders | W/C | S/D Day Pass | Cabrillo | Bike | Passes/Free Rides |
|-----------------|---------------------|----------------|---------------|------------------|--------------|--------------|--------------|--------------|---------------|--------------|-------------------|
| 10 | \$ 995.05 | 10,804 | 7,480 | 1,811 | 10 | 58 | 15 | 27 | 84 | 332 | 791 |
| 13 | \$ 110.10 | 2,008 | 1,700 | 152 | 4 | 7 | - | - | 3 | 41 | 85 |
| 15 | \$ 427.49 | 10,648 | 9,351 | 614 | 2 | 20 | 8 | 2 | 72 | 255 | 335 |
| 16 | \$ 3,407.69 | 30,999 | 22,864 | 2,978 | 39 | 161 | 22 | 39 | 316 | 915 | 2,685 |
| 19 | \$ 1,136.58 | 11,058 | 8,106 | 1,059 | 11 | 80 | 12 | 8 | 126 | 305 | 1,040 |
| 3B | \$ 1,162.24 | 2,487 | 217 | 164 | 19 | 88 | 13 | 16 | 127 | 82 | 1,143 |
| 4 | \$ 1,043.81 | 3,624 | 65 | 18 | 13 | 176 | 41 | 32 | 97 | 66 | 2,513 |
| 7 | \$ 225.99 | 762 | 41 | 21 | 3 | 50 | 3 | 13 | 44 | 8 | 498 |
| 9 | \$ 312.80 | 391 | 11 | 30 | 12 | 8 | - | 1 | - | - | 171 |
| 12A | \$ 17.85 | 267 | 215 | 37 | 2 | 2 | - | - | - | 6 | 7 |
| 20 | \$ 1,443.38 | 6,939 | 4,181 | 699 | 13 | 62 | 2 | 6 | 111 | 186 | 977 |
| 31 | \$ 1,168.86 | 1,475 | 34 | 50 | 12 | 17 | 3 | 1 | 25 | 56 | 606 |
| 32 | \$ 309.39 | 375 | 17 | 16 | 2 | 6 | 4 | - | 9 | 15 | 141 |
| 33 | \$ 217.40 | 402 | 1 | - | - | - | - | - | - | - | 246 |
| 34 | \$ 142.08 | 165 | 3 | - | - | 4 | - | - | - | - | 72 |
| 35 | \$ 24,432.59 | 34,727 | 599 | 402 | 301 | 959 | 16 | 164 | 701 | 1,073 | 17,750 |
| 40 | \$ 1,407.40 | 1,579 | 27 | 16 | 37 | 90 | - | 13 | 6 | 51 | 673 |
| 41 | \$ 796.40 | 1,185 | 97 | 69 | 12 | 42 | 3 | 4 | 51 | 64 | 467 |
| 42 | \$ 760.27 | 892 | 44 | 24 | 7 | 73 | - | 2 | 23 | 79 | 302 |
| 53 | \$ 505.89 | 712 | 2 | 12 | 6 | 69 | 16 | 5 | 20 | 10 | 331 |
| 54 | \$ 494.25 | 718 | 4 | 6 | 4 | 35 | 24 | 11 | 43 | 23 | 351 |
| 55 | \$ 1,368.42 | 2,968 | 1 | 13 | 22 | 131 | 55 | 20 | 801 | 54 | 1,280 |
| 56 | \$ 347.20 | 696 | 2 | 4 | 3 | 29 | 13 | 3 | 162 | 35 | 300 |
| 66 | \$ 9,891.31 | 14,427 | 603 | 295 | 108 | 555 | 83 | 74 | 453 | 348 | 6,595 |
| 68 | \$ 5,923.18 | 9,125 | 544 | 327 | 90 | 256 | 59 | 48 | 234 | 201 | 4,268 |
| 68N | \$ 1,322.86 | 1,841 | 145 | 77 | 1 | 39 | 10 | - | 61 | 61 | 681 |
| 69 | \$ 5,986.43 | 9,580 | 599 | 422 | 62 | 367 | 71 | 46 | 262 | 329 | 4,451 |
| 69A | \$ 17,018.61 | 21,816 | 584 | 444 | 110 | 1,020 | 175 | 128 | 459 | 643 | 8,869 |
| 69N | \$ 1,122.22 | 1,883 | 131 | 102 | - | 32 | 12 | 2 | 161 | 78 | 756 |
| 69W | \$ 16,000.14 | 22,713 | 694 | 543 | 132 | 965 | 144 | 90 | 1,527 | 699 | 9,337 |
| 70 | \$ 1,410.30 | 3,232 | 75 | 45 | 13 | 88 | 23 | 13 | 993 | 103 | 1,168 |
| 71 | \$ 44,165.38 | 56,890 | 1,029 | 1,021 | 372 | 2,599 | 326 | 244 | 4,372 | 2,104 | 21,003 |
| 72 | \$ 2,919.51 | 3,253 | 14 | 38 | 39 | 202 | 22 | 17 | 96 | 57 | 1,198 |
| 74 | \$ 2,367.35 | 2,346 | 5 | 10 | 11 | 123 | 17 | 11 | 66 | 16 | 645 |
| 75 | \$ 6,175.01 | 6,689 | 24 | 38 | 63 | 415 | 46 | 56 | 143 | 82 | 2,397 |
| 76 | \$ 637.36 | 709 | 3 | 8 | 10 | 65 | 5 | 12 | 3 | 15 | 287 |
| 79 | \$ 1,308.59 | 1,704 | 5 | 15 | 37 | 135 | 56 | 39 | 60 | 9 | 821 |
| 88 | \$ 29.00 | 4,286 | 9 | - | 1 | 4 | 5 | 1 | 9 | 7 | 234 |
| 91 | \$ 3,007.62 | 3,901 | 55 | 88 | 87 | 54 | 8 | 12 | 419 | 160 | 1,439 |
| UC Supplemental | \$ 33.50 | 508 | 419 | 31 | - | - | - | - | 10 | 6 | 25 |
| Unknown | \$ 118.59 | 204 | 50 | 3 | 1 | 8 | 5 | - | 7 | 12 | 71 |
| TOTAL | \$161,670.09 | 290,988 | 60,050 | 11,702 | 1,671 | 9,094 | 1,317 | 1,160 | 12,156 | 8,586 | 97,009 |

| ROUTE | REVENUE | RIDERSHIP | VTA/SC Day Pass | CalTrain | 17 Day Pass | S/D Riders | W/C | METRO | ECO Pass | Bike | Monthly Pass |
|-------|--------------|-----------|-----------------|----------|-------------|------------|-----|-------|----------|------|--------------|
| 17 | \$ 33,522.42 | 15,497 | 23 | 70 | 86 | 1,078 | 24 | 4,414 | 54 | 815 | 7,079 |

| RIDERSHIP | |
|--------------|--------------|
| Night Owl | 1,222 |
| | - |
| TOTAL | 1,222 |

| | |
|---------------------------|---------------------|
| December Ridership | 307,707 |
| December Revenue | \$195,262.95 |

5-3.5

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Guevara-Fierro, Eva
Date of Incident: 10/27/06

Received: 1/31/07 Claim #: 07-0007
Occurrence Report No.: MISC 06-16

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

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

By Margaret Gallagher
Margaret Gallagher
DISTRICT COUNSEL

Date: 2-12-07

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of February 23, 2007.

By _____
Cindi Thomas
RECORDING SECRETARY

Date: _____

MG/lg
Attachment(s)

5-4.1

ENGLISH TRANSLATION OF SPANISH LANGUAGE
CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # 07-0007

TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

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

1. Claimant's Name: Eva Guevara Fierro
Claimant's Address:
Claimant's Phone Number:
Address to which notices are to be sent:
2. Occurrence: Date: 10/27/06 Time: 4:40 p.m. Place: Bus route 75 Airport and Green Valley
3. Circumstances of occurrence or transaction giving rise to claim: I was in the front seat. When the bus turned left at the arrow a gallon of water with 4 liters of water that I had in my hand and another I had on the seat. I got scared when I fell because...(continues on to question #4)
4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: ...my hand was stuck on the handle of the gallon and I hurt my buttocks. I didn't look at the person driving the bus because I was in a lot of pain and I was very embarrassed and startled. I didn't go to work for 2 weeks.
5. Name or names of public employees or employees causing injury, damage, or loss, if known: Equals \$560 and I paid an \$85 fee the first time I went in November.
6. Amount claimed now \$ 705.00
Estimated amount of future loss, if known \$2,459.00 doctor bill
TOTAL..... \$ 3,164.00

7. Basis of above computations:

(see original for claimant signature)

CLAIMANT'S SIGNATURE OR
COMPANY REPRESENTATIVE'S SIGNATURE OR
PARENT OF MINOR CLAIMANT'S SIGNATURE

DATE

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

ENGLISH TRANSLATION OF SPANISH LANGUAGE LETTER INCLUDED WITH THE
CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Pursuant to Section 910 et Seq., Government Code)
Claim # 07-0007

27/10/2006 [date of accident] 1/30/2007 [date of letter]

I, Eva Guevara, suffered a fall inside the bus on the 27th of October at 4:40 p.m. Route 75. I didn't look at the number of the bus because at the moment that the bus driver was turning at the arrow [turn signal] between Airport and Green Valley to the left.

I was in the front seat next to another person behind the driver on the seats in the front when suddenly I fell to the floor and I had a gallon of water next to me with my left hand holding the handle of the gallon and another gallon was to my side on the seat but the gallon I had in my left hand got stuck and it bent my arm with its weight. For a moment I couldn't get up but a gentleman helped me up and the bus driver didn't stop to see if I was hurt. He [the driver] only said "oh, sorry." There were a lot of people on the bus and I felt bad, I got startled and I was embarrassed and I had a lot of pain in my buttocks. I had to present myself to my work on November 4 and I had to tell my supervisor that I couldn't work because of the pain in my arm and buttocks. I work seasonally in November, December, and January, until January 12, and I'm just asking for what is just because I didn't cause this problem that has happened to me.

I paid \$85.00 to the doctor on my first consultation visit for X-rays and the adjustments I received on the first day. If it is not too much please pay my 2 weeks that I missed from work at \$7.00 per hour at 40 plus 40 [hours] each week in total 8 hours [per day] is \$560.00 and for the doctor for the time he treated me in his office. Luckily, this [injury] did not worsen because it was a heavy fall since the bus was turning pretty fast. I feel bad saying this about the driver, but I have to think about myself. I am 62 years old. My date of birth is 9/27/44.

| | |
|------------------|------------|
| The doctor: | \$2,459.00 |
| 2 weeks of work: | \$ 560.00 |
| Doctor's visit: | \$ 85.00 |
| | <hr/> |
| | \$3,104.00 |

Please excuse my bad grammar; I only went to school up to the third grade.

Sincerely,

Eva Guevara Fierro. Thank you.

E1. RECLAMO CONTRA EL DISTRITO METROPOLITANO DE TRÁNSITO DE SANTA CRUZ
 (Según Sección 910 y Seguimiento de Código de Gobernación)
 Reclamo # 07-0007

Para: Junta Directiva, Santa Cruz Metropolitan Transit District (METRO)

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

1. Nombre del Demandante EVA GUEVARA FIERRO
 Dirección del Demandante [REDACTED]
 Teléfono del Demandante [REDACTED]
 Dirección/Caseta Postal a donde enviar notificaciones [REDACTED]

2. Ocurrencia
 Fecha 10.27.06 Hora 4:40 PM Sitio BUS RUTA 95 AEROPUERTO Y

3. Circunstancias de la ocurrencia o transacción de donde proviene la demanda: GREEN VALLE
YO IVA EN EL ASIENTO DEL FRENTE CUANDO AL DAR VUELTA A LA ISQUIEADA
EL BUS EN FLECHA POTE CON UN GALON DE AGUA DE 4 LITROS QUE LIEVA Y
EN LA MANO Y OTRO LO LIEVA EN EL CIENTO YO ME ASUSTE AL

4. Descripción de deudas, obligaciones, lesiones, daños o pérdida, si se sabe: CAERME PUES
MI MANO QUEDO METIDA EN LA OREJA DEL GALON. Y CASI ME NI RINDI A ILLA
NO ME FIJE EN EL DEL BUS NI EN LA PERSONA QUE MANEJA VA JANTO POR
EL DOLOR Y VER QUENSA Y GUSTO. POR LO QUE DEJE DE TRABAJAR 9 SEMANAS

5. Nombre o nombres de empleados públicos que causaron lesiones, daños, o pérdidas,
 si se sabe: EQUIVALENTE \$560. Y PAGO DE \$85 DE CONSULTA EL PRIMER DIA. 460 VIEJA
DR

| | |
|--|---------------------|
| 6. Cantidad reclamada ahora | \$ 705 |
| Presupuesto de futuras pérdidas si se sabe | \$ 2459 doctor Bill |
| TOTAL | \$ 3,164.00 |

7. Base de las computaciones anteriores: _____

Eva Guevara Fierro
 FIRMA DEL DEMANDANTE (o Representante
 o Padre/Madre del Menor)

12/30/07
 Fecha

Nota: Esta demanda debe ser presentada a la Secretaria de la Junta Directiva, Santa Cruz
 Metropolitan Transit District (METRO)

5-4.4

****REVISED****



Agenda
METRO Advisory Committee
6:00 pm
February 21, 2007
920 Pacific Avenue
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of January 17, 2007
5. Ridership Report for December 2006
6. ParaCruz Operations Status Report for October 2006
7. Discussion of MAC Agenda Packet Distribution
8. Consideration of MAC Member Absence Notification Procedure
9. ~~Discussion of Filling MAC Membership Vacancies~~
Discussion of MAC Response to the Transportation Funding Task Force Draft Transportation Funding Improvement Plan
10. Discussion of Public Promotion of MAC
11. Discussion of MAC Representation with SCCRTC
12. Discussion of Route Modification Procedure
13. Discussion of Compliment/Complaint Report on Fixed Route Service to be Generated by SCMTD Staff
14. Discussion of Possible Ways to Address Construction Delays with CalTrans
15. Discussion Of Ways for MAC and/or MAC Members to Support Metro's Requests for Proposition 1B and 1C Funds
16. Consideration of Need for Security Guards/Surveillance at the Watsonville Transit Center and Whether There is Available Funding



5-5.1



17. Communications to METRO General Manager
18. Communications to METRO Board of Directors
19. Items for Next Meeting Agenda
20. Adjournment

Next Meeting: Wednesday, March 21, 2007 @ 6:00 pm
Santa Cruz Metro Conference Room



5-5.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

December 20, 2006

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, December 20, 2006 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

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

1. ROLL CALL:

MEMBERS PRESENT

Dan Alper
Norm Hagen, Vice Chair
Naomi Gunther
Paul Marcelin-Sampson
Mara Murphy
Stuart Rosenstein
Dave Williams
Lesley Wright (arrived after roll call)
Robert Yount, Chair

MEMBERS ABSENT

Dennis Papadopulo

STAFF PRESENT

Ciro Aguirre, Operations Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Base Superintendent
Steve Paulson, Paratransit Administrator

VISITORS PRESENT

Jose "Tony" Herrera, UTU / Bus Operator

2. AGENDA ADDITIONS/DELETIONS

Paul Marcelin-Sampson stated that ITEM #8 on the Agenda should read "Discussion of Disabled Riders Being Unable to Board Buses When All Mobility Device Locations On The Bus Are Already In Use" instead of "When Lifts are Broken." Mark Dorfman stated that the item could still be discussed as long as no action was taken.

3. ORAL/WRITTEN COMMUNICATION

Chair Robert Yount reminded the Committee that at the January 2007 MAC Meeting Staff would be giving a presentation on how route changes are made. He requested that everyone review the United Transportation Union (UTU), Local #23 Labor Agreement and to bring it with them to the January meeting.

4. CONSIDERATION OF MINUTES OF NOVEMBER 15, 2006

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: NORM HAGEN

ACCEPT AND FILE MINUTES OF THE NOVEMBER MEETING AS PRESENTED.

Motion passed unanimously with Dennis Papadopulo and Lesley Wright being absent

5-5.3

5. RIDERSHIP REPORT FOR OCTOBER 2006

Mark Dorfman reported that Staff has been revising the Ridership Report per MAC suggestions and will be presenting the revised format to the Board of Directors for consideration.

Naomi Gunther asked what parameters are used to establish ridership requirements and how the information is used in decisions on whether to add or reduce service. Mark Dorfman reported on a contract between SCMTD and Wilbur Smith Associates to assist SCMTD with a Short Range Transit Plan (SRTP) that will, in part, review performance standards of routes and suggest modifications as required. Mr. Dorfman explained the difficulty of eliminating or modifying certain services due to political restraints related to sales tax funding and perceptions of the taxpayer.

6. PARACRUZ OPERATIONS STATUS REPORT FOR AUGUST, 2006

Steve Paulson explained how ridership in relationship to the hours of operation affects the report. Paul Marcelin-Sampson asked if ParaCruz was achieving or close to achieving it's goals concerning cost per ride. Steve Paulson explained that it is the intention of ParaCruz to eventually replace the current mini-vans with mid-size transportation buses that will increase the ability to provide shared rides and reduce per-ride cost.

ITEM #8 WAS TAKEN OUT OF ORDER AT THIS TIME

8. DISCUSSION OF DISABLED RIDERS BEING UNABLE TO BOARD BUSES WHEN LIFTS ARE BROKEN

Chair Robert Yount explained that the agenda item could include discussion of "full capacity bus" issues as long as no action was taken.

Paul Marcelin-Sampson stated that this agenda item originated from Director Spence and the Board of Directors.

Mark Dorfman explained that current policy provides alternative transportation to a rider requiring lift assistance when the lift is broken or otherwise non-functional. Mr. Dorfman stated that a "full capacity" issue is separate from a "broken lift" and is considered under a different policy. Mr. Dorfman stated that alternative transportation is not provided for riders when a bus has reached it's capacity and cannot accommodate additional riders whether they have a mobility device or not.

Dave Williams asked what the capacity ratings are for buses and the ratio allotted for mobility devices. Mark Dorfman stated that the capacity varied based on several aspects including the size of the bus, available seating, available standing room, and if the areas assigned for mobility devices were in use, which would reduce available seating and

standing space. Mr. Dorfman explained that the government sets the allotment of spaces for mobility devices.

Paul Marcelin-Sampson stated that the verbiage of the Operator's Handbook conflicted with the stated policy concerning supplemental transportation when a bus has reached full capacity. Steve Paulson explained that a 30-minute back-up policy would be impossible in certain situations including routes such as the Highway 17 Route when the bus is more than 30 minutes away, delays caused by construction, and congestion from excessive traffic during rush hours and holidays.

LESLEY WRIGHT ARRIVED AT THIS TIME

Lesley Wright stated that she personally has not experienced difficulties receiving service due to broken lifts or full buses. Jose "Tony" Herrera, UTU / Bus Operator, stated that since SCMTD upgraded the lift systems on the buses he has not experienced problems due to lift failure but recognizes the possibility of failure of any mechanical device.

At this time the discussion focused on transportation services provided by agencies other than SCMTD.

7. CONSIDERATION OF ASSIGNING A MAC REPRESENTATIVE FOR THE ELDERLY AND DISABLED TRANSPORTATION ADVISORY COMMITTEE

Chair Robert Yount gave a brief history of and the need for current and future MAC representation at the Elderly and Disabled Transportation Advisory Committee (E&D TAC) Meetings. Mr. Yount stated the options of having a "formal" or "non-formal" MAC Representative. Paul Marcelin-Sampson explained some of the differences between the two types of representation including that "formal" Representatives have a vote in issue actions.

Lesley Wright volunteered to be a Formal MAC Representative at the E&D TAC Meetings. Chair Robert Yount suggested that Ms. Wright attend a meeting as an observer before making a commitment. Steve Paulson suggested that MAC Members attend a meeting as a group to observe as a means to decide the level of representation desired.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: ROBERT YOUNT

APPOINT LESLEY WRIGHT AS NON-VOTING REPRESENTATIVE TO OBSERVE THE E&D TAC MEETINGS FOR A SIX-MONTH PERIOD AND REPORT BACK TO MAC.

Stuart Rosenstein suggested selecting a meeting addressing issues important to MAC and having a MAC group attend. Naomi Gunther suggested that MAC receive E&D TAC Agendas to review before having a representative attend meetings.

Motion passed unanimously with Dennis Papadopulo being absent

9. DISCUSSION OF POSSIBLE WAYS TO ADDRESS CONSTRUCTION DELAYS WITH CALTRANS

Mark Dorfman reported that at an earlier MAC Meeting it was suggested to invite a CalTrans representative to a future MAC Meeting. Mr. Dorfman stated that CalTrans did not consider mass transit when scheduling its construction projects and did not include any accommodations to assist mass transit during construction.

Chair Robert Yount stated he would contact the District 5 Director and request to have a representative from CalTrans attend a MAC meeting. Dave Williams requested an email address for CalTrans to send communications concerning construction impact on public transportation.

10. DISCUSSION OF WAYS FOR MAC AND/OR MAC MEMBERS TO SUPPORT METRO'S REQUESTS FOR PROPOSITION 1B AND 1C FUNDS

Deferred to January 2007 MAC Meeting

11. CONSIDERATION OF NEED FOR SECURITY GUARDS/SURVEILLANCE AT THE WATSONVILLE TRANSIT CENTER AND WHETHER THERE IS AVAILABLE FUNDING

Deferred to January 2007 MAC Meeting

ITEM #15 WAS TAKEN OUT OF ORDER AT THIS TIME

15. CONSIDERATION OF RECOGNITION OF SERVICES PROVIDED BY OUTGOING MAC VICE-CHAIR, NORM HAGEN

Chair Robert Yount reported that Vice-Chair Norm Hagen had been appointed to the SCMTD Board of Directors and would be leaving MAC. Mr. Yount congratulated Mr. Hagen on his new position of Board Director and thanked him for his many years of service to MAC and SCMTD.

Vice Chair Norm Hagen thanked everyone in attendance and stated he had enjoyed his time with MAC. He reported that he would carry over the knowledge he had gathered from MAC to the Board of Directors.

ITEM #14 WAS TAKEN OUT OF ORDER AT THIS TIME

14. CONSIDERATION OF 2007 MAC MEETING SCHEDULE

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: NORM HAGEN

ACCEPT 2007 MAC MEETING SCHEDULE AS PRESENTED WITH THE STIPULATION OF A SEPTEMBER REVIEW CONSIDERING NOVEMBER MEETING DATE.

Motion passed unanimously with Dennis Papadopulo being absent

DAN ALPER AND NAOMI GUNTHER LEFT AT THIS TIME

12. DISCUSSION OF MAC AGENDA PACKET DISTRIBUTION

Deferred to January 2007 MAC Meeting

13. DISCUSSION OF MAC MEMBER ATTENDANCE NOTIFICATION

Deferred to January 2007 MAC Meeting

STUART ROSENSTEIN LEFT AT THIS TIME

16. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

17. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

18. ITEMS FOR NEXT MEETING AGENDA

- Ridership Report.
- ParaCruz Operations Status Report.
- Election of Officers.
- Discussion of Filling MAC Membership Vacancies.
- Discussion of MAC Agenda Packet Distribution
- Consideration of MAC Member Absence Notification procedure.
- Presentation by SCMTD Staff On Route Modification Procedure.
- Discussion of Disabled Riders Being Unable to Board Buses When Mobility Device Areas Are Already Occupied.
- Discussion of Compliment/Complaint Report on Fixed Route Service to be Generated by SCMTD Staff.
- Discussion of Possible Ways to Address Construction Delays with CalTrans.
- Discussion Of Ways for MAC and/or MAC Members to Support Metro's Requests for Proposition 1B and 1C Funds.
- Consideration of Need for Security Guards/Surveillance at the Watsonville Transit Center and Whether There is Available Funding

ADJOURN

There being no further business, Chair Robert Yount thanked everyone for participating, and he adjourned the meeting at 7:56 p.m.

Respectfully submitted,



DALE HAMILTON
Administrative Assistant

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager Advisor
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR OCTOBER 2006 AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period of November 1 – December 31, 2006.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$10,166,248 or \$317,318 over the amount of revenue expected to be received during the first four months of the fiscal year.
- Total operating expenses for the year to date in the amount of \$10,878,855 are at 30.3% of the budget.
- A total of \$2,992,425 has been expended through October 31st for the FY 06-07 Capital Improvement Program.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 06-07 budget as of October 31, 2006. The fiscal year is 33.3% elapsed.

A. Operating Revenues

Revenues are \$317,318 over the amount expected to be received for the period. Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$10,878,855 or 30.3% of the budget, with 33.3% of the year elapsed. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$2,992,425 has been expended on the Capital Improvement Program. Of this, \$2,790,874 has been spent on MetroBase.

5-6.1

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for October 2006, and Budget Transfers

5-6.2

MONTHLY REVENUE AND EXPENSE REPORT
 OPERATING REVENUE - OCTOBER 2006

Attachment **A**

| Operating Revenue | FY 06-07 Budgeted for Month | FY 06-07 Actual for Month | FY 06-07 Budgeted YTD | FY 05-06 Actual YTD | FY 06-07 Actual YTD | YTD Variance from Budgeted | |
|-------------------------------------|-----------------------------------|---------------------------------|--------------------------|------------------------|------------------------|-------------------------------|------------|
| Passenger Fares | \$ 310,759 | \$ 315,647 | \$ 1,188,631 | \$ 860,657 | \$ 1,169,038 | \$ (19,593) | |
| Paratransit Fares | \$ 22,219 | \$ 20,833 | \$ 78,492 | \$ 72,870 | \$ 76,721 | \$ (1,771) | |
| Special Transit Fares | \$ 319,142 | \$ 356,296 | \$ 625,112 | \$ 248,492 | \$ 710,500 | \$ 85,388 | |
| Highway 17 Revenue | \$ 93,909 | \$ 110,026 | \$ 374,794 | \$ 261,465 | \$ 421,403 | \$ 46,609 | |
| <i>Subtotal Passenger Rev</i> | \$ 746,029 | \$ 802,802 | \$ 2,267,029 | \$ 1,443,484 | \$ 2,377,662 | \$ 110,633 | See Note 1 |
| Advertising Income | \$ 10,000 | \$ 29,270 | \$ 40,000 | \$ 22,380 | \$ 96,045 | \$ 56,045 | See Note 2 |
| Commissions | \$ 500 | \$ 638 | \$ 2,000 | \$ 2,021 | \$ 2,120 | \$ 120 | |
| Rent Income | \$ 11,932 | \$ 10,523 | \$ 47,728 | \$ 50,363 | \$ 51,681 | \$ 3,953 | See Note 3 |
| Interest - General Fund | \$ 76,438 | \$ 118,469 | \$ 301,917 | \$ 317,245 | \$ 432,847 | \$ 130,930 | See Note 4 |
| Non-Transportation Rev | \$ 500 | \$ 82 | \$ 145,625 | \$ 1,339 | \$ 145,511 | \$ (114) | |
| Sales Tax Income | \$ 1,086,200 | \$ 1,101,900 | \$ 5,405,840 | \$ 5,006,840 | \$ 5,421,591 | \$ 15,751 | See Note 5 |
| TDA Funds | \$ - | \$ - | \$ 1,470,209 | \$ 1,419,422 | \$ 1,470,209 | \$ - | |
| FTA Op Asst - Sec 5307 | \$ - | \$ - | \$ - | \$ 2,250,942 | \$ - | \$ - | |
| FTA Op Asst - Sec 5311 | \$ 168,582 | \$ 168,582 | \$ 168,582 | \$ 65,475 | \$ 168,582 | \$ - | |
| FY 05-06 Carryover | \$ - | \$ - | | \$ - | \$ - | \$ - | |
| Transfer from Reserves | \$ - | \$ - | | \$ - | \$ - | \$ - | |
| Transfer from Insurance Reserves | \$ - | \$ - | | \$ - | \$ - | \$ - | |
| Transfer - Proj Mgr | \$ - | \$ - | | \$ - | \$ - | \$ - | |
| Total Operating Revenue | \$ 2,100,181 | \$ 2,232,266 | \$ 9,848,930 | \$ 10,579,511 | \$ 10,166,248 | \$ 317,318 | |

5-6.a1

**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - OCTOBER 2006**

| | FY 06-07 Final Budget | FY 06-07 Revised Budget | FY 05-06 Expended YTD | FY 06-07 Expended YTD | Percent Expended of Budget | |
|---|--------------------------|----------------------------|--------------------------|--------------------------|----------------------------------|------------|
| PERSONNEL ACCOUNTS | | | | | | |
| Administration | \$ 966,287 | \$ 960,080 | \$ 260,577 | \$ 287,150 | 29.9% | |
| Finance | \$ 572,352 | \$ 558,210 | \$ 157,502 | \$ 145,694 | 26.1% | |
| Customer Service | \$ 482,804 | \$ 482,804 | \$ 122,240 | \$ 126,408 | 26.2% | |
| Human Resources | \$ 468,664 | \$ 468,664 | \$ 105,359 | \$ 123,014 | 26.2% | |
| Information Technology | \$ 466,252 | \$ 466,252 | \$ 135,979 | \$ 145,068 | 31.1% | |
| District Counsel | \$ 404,446 | \$ 404,446 | \$ 117,944 | \$ 121,650 | 30.1% | |
| Facilities Maintenance | \$ 946,857 | \$ 946,857 | \$ 289,755 | \$ 298,784 | 31.6% | |
| Paratransit Program | \$ 2,913,145 | \$ 2,913,145 | \$ 852,361 | \$ 879,205 | 30.2% | |
| Operations | \$ 2,010,685 | \$ 2,010,685 | \$ 508,645 | \$ 633,463 | 31.5% | |
| Bus Operators | \$ 13,634,430 | \$ 13,632,430 | \$ 2,968,362 | \$ 4,116,100 | 30.2% | |
| Fleet Maintenance | \$ 3,928,485 | \$ 3,928,485 | \$ 1,122,912 | \$ 1,126,653 | 28.7% | |
| Retired Employees/COBRA | \$ 1,251,291 | \$ 1,251,291 | \$ 338,532 | \$ 523,907 | 41.9% | See Note 6 |
| Total Personnel | \$ 28,045,699 | \$ 28,023,350 | \$ 6,980,167 | \$ 8,527,096 | 30.4% | |
| NON-PERSONNEL ACCOUNTS | | | | | | |
| Administration | \$ 706,589 | \$ 712,796 | \$ 239,919 | \$ 252,052 | 35.4% | See Note 7 |
| Finance | \$ 937,123 | \$ 951,265 | \$ 254,723 | \$ 166,297 | 17.5% | |
| Customer Service | \$ 112,469 | \$ 112,469 | \$ 19,322 | \$ 25,710 | 22.9% | |
| Human Resources | \$ 61,733 | \$ 61,733 | \$ 4,198 | \$ 31,100 | 50.4% | See Note 8 |
| Information Technology | \$ 138,140 | \$ 138,140 | \$ 64,000 | \$ 52,133 | 37.7% | See Note 9 |
| District Counsel | \$ 17,943 | \$ 17,943 | \$ 17,792 | \$ 5,406 | 30.1% | |
| Risk Management | \$ 245,027 | \$ 245,027 | \$ 6,543 | \$ 30,704 | 12.5% | |
| Facilities Maintenance | \$ 378,572 | \$ 378,572 | \$ 94,715 | \$ 116,188 | 30.7% | |
| Paratransit Program | \$ 732,898 | \$ 732,898 | \$ 171,217 | \$ 207,400 | 28.3% | |
| Operations | \$ 619,922 | \$ 619,922 | \$ 152,327 | \$ 210,067 | 33.9% | |
| Bus Operators | \$ 5,000 | \$ 7,000 | \$ 147 | \$ 474 | 6.8% | |
| Fleet Maintenance | \$ 3,958,386 | \$ 3,958,386 | \$ 760,621 | \$ 1,254,208 | 31.7% | |
| SCCIC | \$ 500 | \$ 500 | \$ 250 | \$ 20 | 4.0% | |
| Total Non-Personnel | \$ 7,914,301 | \$ 7,936,650 | \$ 1,785,775 | \$ 2,351,759 | 29.6% | |
| Total Operating Expense | \$ 35,960,000 | \$ 35,960,000 | \$ 8,765,942 | \$ 10,878,855 | 30.3% | |
| YTD Operating Revenue Over YTD Expense | | | | \$ (712,608) | | |

**CONSOLIDATED OPERATING EXPENSE
OCTOBER 2006**

| | FY 06-07 Final Budget | FY 06-07 Revised Budget | FY 05-06 Expended YTD | FY 06-07 Expended YTD | % Exp YTD of Budget | |
|--------------------------------|--------------------------|----------------------------|--------------------------|--------------------------|------------------------|-------------|
| LABOR | | | | | | |
| Operators Wages | \$ 8,548,386 | \$ 8,548,386 | \$ 1,715,894 | \$ 2,295,374 | 26.9% | |
| Operators Overtime | \$ 1,359,914 | \$ 1,359,914 | \$ 285,652 | \$ 399,594 | 29.4% | |
| Other Salaries & Wages | \$ 6,048,264 | \$ 6,025,415 | \$ 1,394,438 | \$ 1,803,923 | 29.9% | |
| Other Overtime | \$ 246,200 | \$ 248,700 | \$ 31,943 | \$ 74,198 | 29.8% | |
| | \$ 16,202,764 | \$ 16,182,415 | \$ 3,427,927 | \$ 4,573,089 | 28.3% | |
| FRINGE BENEFITS | | | | | | |
| Medicare/Soc Sec | \$ 245,815 | \$ 245,815 | \$ 46,344 | \$ 59,846 | 24.3% | |
| PERS Retirement | \$ 2,078,184 | \$ 2,078,184 | \$ 554,043 | \$ 573,125 | 27.6% | |
| Medical Insurance | \$ 3,876,236 | \$ 3,876,236 | \$ 1,122,819 | \$ 1,647,900 | 42.5% | See Note 10 |
| Dental Plan | \$ 481,836 | \$ 481,836 | \$ 160,576 | \$ 148,154 | 30.7% | |
| Vision Insurance | \$ 153,182 | \$ 153,182 | \$ 43,962 | \$ 53,627 | 35.0% | See Note 11 |
| Life Insurance | \$ 46,691 | \$ 46,691 | \$ 13,910 | \$ 16,109 | 34.5% | See Note 12 |
| State Disability Ins | \$ 349,704 | \$ 349,704 | \$ 48,801 | \$ 62,965 | 18.0% | |
| Long Term Disability Ins | \$ 201,006 | \$ 201,006 | \$ 59,673 | \$ 59,192 | 29.4% | |
| Unemployment Insurance | \$ 91,645 | \$ 91,645 | \$ 537 | \$ 2,008 | 2.2% | |
| Workers Comp | \$ 1,396,681 | \$ 1,396,681 | \$ 347,159 | \$ 462,224 | 33.1% | |
| Absence w/ Pay | \$ 2,832,656 | \$ 2,832,656 | \$ 1,132,992 | \$ 858,204 | 30.3% | |
| Other Fringe Benefits | \$ 89,301 | \$ 87,301 | \$ 21,425 | \$ 10,652 | 12.2% | See Note 13 |
| | \$ 11,842,935 | \$ 11,840,935 | \$ 3,552,241 | \$ 3,954,006 | 33.4% | |
| SERVICES | | | | | | |
| Acctng/Admin/Bank Fees | \$ 326,850 | \$ 326,850 | \$ 74,978 | \$ 55,624 | 17.0% | |
| Prof/Legis/Legal Services | \$ 407,172 | \$ 407,172 | \$ 112,495 | \$ 116,804 | 28.7% | |
| Temporary Help | \$ - | \$ 20,349 | \$ 38,048 | \$ 20,349 | 100.0% | See Note 14 |
| Custodial Services | \$ 71,300 | \$ 71,300 | \$ 20,893 | \$ 20,955 | 29.4% | |
| Uniforms & Laundry | \$ 39,780 | \$ 41,780 | \$ 9,257 | \$ 12,738 | 30.5% | |
| Security Services | \$ 431,000 | \$ 431,000 | \$ 99,004 | \$ 152,828 | 35.5% | See Note 15 |
| Outside Repair - Bldgs/Eqmt | \$ 223,551 | \$ 211,301 | \$ 44,304 | \$ 65,995 | 31.2% | |
| Outside Repair - Vehicles | \$ 336,051 | \$ 336,051 | \$ 30,169 | \$ 120,608 | 35.9% | See Note 16 |
| Waste Disp/Ads/Other | \$ 81,575 | \$ 81,575 | \$ 12,665 | \$ 31,125 | 38.2% | See Note 17 |
| | \$ 1,917,279 | \$ 1,927,378 | \$ 441,813 | \$ 597,026 | 31.0% | |
| CONTRACT TRANSPORTATION | | | | | | |
| Contract Transportation | \$ - | \$ - | \$ - | \$ - | 0.0% | |
| Paratransit Service | \$ 200,000 | \$ 200,000 | \$ 35,533 | \$ 57,140 | 28.6% | |
| | \$ 200,000 | \$ 200,000 | \$ 35,533 | \$ 57,140 | 28.6% | |
| MOBILE MATERIALS | | | | | | |
| Fuels & Lubricants | \$ 2,745,595 | \$ 2,745,595 | \$ 486,474 | \$ 712,149 | 25.9% | |
| Tires & Tubes | \$ 201,000 | \$ 201,000 | \$ 50,045 | \$ 63,445 | 31.6% | |
| Other Mobile Supplies | \$ 7,500 | \$ 7,500 | \$ 5,173 | \$ 4,717 | 62.9% | See Note 18 |
| Revenue Vehicle Parts | \$ 365,000 | \$ 365,000 | \$ 112,107 | \$ 250,443 | 68.6% | See Note 19 |
| | \$ 3,319,095 | \$ 3,319,095 | \$ 653,799 | \$ 1,030,754 | 31.1% | |

**CONSOLIDATED OPERATING EXPENSE
OCTOBER 2006**

| | FY 06-07 Final Budget | FY 06-07 Revised Budget | FY 05-06 Expended YTD | FY 06-07 Expended YTD | % Exp YTD of Budget | |
|---------------------------------|--------------------------|----------------------------|--------------------------|--------------------------|------------------------|-------------|
| OTHER MATERIALS | | | | | | |
| Postage & Mailing/Freight | \$ 26,550 | \$ 26,550 | \$ 5,962 | \$ 5,567 | 21.0% | |
| Printing | \$ 85,610 | \$ 85,610 | \$ 16,681 | \$ 14,111 | 16.5% | |
| Office/Computer Supplies | \$ 65,400 | \$ 73,400 | \$ 32,411 | \$ 26,627 | 36.3% | See Note 20 |
| Safety Supplies | \$ 16,375 | \$ 15,125 | \$ 1,532 | \$ 2,834 | 18.7% | |
| Cleaning Supplies | \$ 47,650 | \$ 47,650 | \$ 11,649 | \$ 10,875 | 22.8% | |
| Repair/Maint Supplies | \$ 40,000 | \$ 40,000 | \$ 6,234 | \$ 11,710 | 29.3% | |
| Parts, Non-Inventory | \$ 40,500 | \$ 42,000 | \$ 5,267 | \$ 12,225 | 29.1% | |
| Small Tools | \$ 12,100 | \$ 12,100 | \$ 1,402 | \$ 2,488 | 20.6% | |
| Promo/Photo Supplies | \$ 8,805 | \$ 8,805 | \$ 2,090 | \$ 3,372 | 38.3% | See Note 21 |
| | \$ 342,990 | \$ 351,240 | \$ 83,228 | \$ 89,808 | 25.6% | |
| UTILITIES | | | | | | |
| | \$ 368,574 | \$ 365,374 | \$ 100,401 | \$ 114,664 | 31.4% | |
| CASUALTY & LIABILITY | | | | | | |
| Insurance - Prop/PL & PD | \$ 605,188 | \$ 605,188 | \$ 168,117 | \$ 178,376 | 29.5% | |
| Settlement Costs | \$ 150,000 | \$ 150,000 | \$ 1,453 | \$ 9,736 | 6.5% | |
| Repairs to Prop | \$ - | \$ - | \$ (13,239) | \$ (79,177) | 0.0% | See Note 22 |
| | \$ 755,188 | \$ 755,188 | \$ 156,331 | \$ 108,935 | 14.4% | |
| TAXES | | | | | | |
| | \$ 46,761 | \$ 46,761 | \$ 11,204 | \$ 12,984 | 27.8% | |
| MISC EXPENSES | | | | | | |
| Dues & Subscriptions | \$ 56,870 | \$ 56,870 | \$ 40,299 | \$ 42,035 | 73.9% | See Note 23 |
| Advertising - Revenue Prod. | \$ 15,000 | \$ 15,000 | \$ 1,262 | \$ - | 0.0% | |
| Employee Incentive Program | \$ 5,107 | \$ 5,107 | \$ 584 | \$ 146 | 2.9% | |
| Training | \$ 9,600 | \$ 16,800 | \$ 1,768 | \$ 10,073 | 60.0% | See Note 24 |
| Travel | \$ 27,170 | \$ 27,170 | \$ 3,233 | \$ 4,098 | 15.1% | |
| Other Misc Expenses | \$ 18,533 | \$ 18,533 | \$ 3,493 | \$ 1,926 | 0.0% | |
| | \$ 132,280 | \$ 139,480 | \$ 50,639 | \$ 58,278 | 41.8% | |
| OTHER EXPENSES | | | | | | |
| Leases & Rentals | \$ 832,134 | \$ 832,134 | \$ 252,826 | \$ 282,171 | 33.9% | See Note 25 |
| | \$ 832,134 | \$ 832,134 | \$ 252,826 | \$ 282,171 | 33.9% | |
| Total Operating Expense | \$ 35,960,000 | \$ 35,960,000 | \$ 8,765,942 | \$ 10,878,855 | 30.3% | |

**MONTHLY REVENUE AND EXPENSE REPORT
FY 06-07 CAPITAL IMPROVEMENT PROGRAM**

| CAPITAL PROJECTS | Final Program Budget | Expended in October | YTD Expended |
|---|-----------------------------|----------------------------|---------------------|
| Grant Funded Projects | | | |
| MetroBase | \$ 29,622,709 | \$ 1,465,010 | \$ 2,790,874 |
| Revenue Vehicle Replacement | \$ 920,000 | \$ - | \$ - |
| Short Range Transit Plan | \$ 100,000 | \$ - | \$ - |
| CNG Bus Conversions | \$ 6,800,000 | \$ - | \$ - |
| | \$ 37,442,709 | | |
| District Funded Projects | | | |
| Bus Stop Imprvmnts/Bus Shelter Projects | \$ 310,000 | \$ - | \$ 4,362 |
| Revenue Vehicle Replacement | \$ 192,000 | \$ - | \$ 12,351 |
| Rebuild Low Floor Buses | \$ 152,000 | \$ - | \$ - |
| IT Projects | \$ 10,000 | \$ - | \$ 18,271 |
| Facilities Repairs & Improvements | \$ 113,500 | \$ - | \$ 9,303 |
| Non-Revenue Vehicle Replacement | \$ 235,000 | \$ 42,046 | \$ 93,908 |
| Office Equipment | \$ 16,600 | \$ - | \$ 10,765 |
| Diagnostic Reader/Fleet | \$ 3,000 | \$ 9,881 | \$ 17,159 |
| Mt. Biewlaski Repeater | \$ 15,000 | \$ - | \$ - |
| Rebuild Bus Engines | \$ - | \$ 17,716 | \$ 35,432 |
| | \$ 1,047,100 | | |
| TOTAL CAPITAL PROJECTS | \$ 38,489,809 | \$ 1,534,653 | \$ 2,992,425 |
| CAPITAL FUNDING SOURCES | | | |
| | Budget | Received in October | YTD Received |
| Federal Capital Grants | \$ 9,230,246 | \$ - | \$ - |
| State/Local Capital Grants | \$ 12,940,000 | \$ - | \$ - |
| STA Funding | \$ 1,806,593 | \$ 451,648 | \$ 451,648 |
| Bus Stop Improvement Reserves | \$ 310,000 | \$ - | \$ - |
| District Reserves | \$ 14,202,970 | \$ 1,083,005 | \$ 2,540,777 |
| TOTAL CAPITAL FUNDING | \$ 38,489,809 | \$ 1,534,653 | \$ 2,992,425 |

5-6.a5

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
NOTES TO REVENUE AND EXPENSE REPORT**

1. Passenger fares (farebox and pass sales) are \$19,593 or 1.6% under the final budget amount for the year to date. Paratransit fares are \$1,771 or 2.3% under the budgeted amount. Special transit fares (contracts) are \$85,388 or 13.7% over the budgeted amount. Highway 17 Express revenue is \$46,609 or 12.4% over the year to date budgeted amount. Together, all four passenger revenue accounts are over the budgeted amount for the first four months of the fiscal year by a net \$110,633 or 4.9%.
2. Advertising income is \$56,045 over the budgeted amount for the first four months of the year based on current advertising levels on the exterior of District buses. A formal program to sell ads has not yet been implemented, but the Assistant General Manager is preparing advertising contracts for interested vendors.
3. Rent income is \$3,953 over budget for the first four months of the year due to advance payments by one tenant.
4. Interest income is \$130,930 over budget for the first four months of the year due to higher interest rates than projected in the County investment pool.
5. Sales tax income is \$15,751 over budget due to higher advance payments than expected.
6. Retired employees expense is at 41.9% of the budget since the retroactive payment for restoration of the retirees medical premium supplemental program was made during September.
7. Administration non-personnel expense is at 35.4% of the budget due to the annual payment of APTA dues.
8. Human Resources non-personnel expense is at 50.4% of the budget due to arbitration costs.
9. Information Technology non-personnel expense is at 37.7% of the budget due to volume purchase of supplies for the computer system.
10. Medical insurance is at 42.5% of the budget because the November premium payment was processed in October.
11. Vision insurance is at 35.0% of the budget because the November premium payment was processed in October.
12. Life insurance is at 34.5% of the budget due to one-time adjustments for supplemental life insurance.
13. Unemployment insurance expense is only at 2.2% of the budget because most employees have met their caps for the calendar year.

5-6.a6

14. Temp help expense is at 100% of the budget since budget transfers have been processed for departments using temp help during position vacancies. Temp help is only funded through budget transfers from the salary account.
15. Outside repair of vehicles is at 35.9% of the budget due to necessary repairs.
16. Security services are at 35.5% of the budget due to the final payment to the City of Santa Cruz for the shared police officer on South Pacific Avenue.
17. Waste disposal/advertising/other services are at 38.2% of the budget due to classified ad costs for recruitments, and higher costs for hazardous waste disposal.
18. Other mobile supplies are at 62.9% of the budget due to high costs in August for Fleet Maintenance.
19. Revenue vehicle parts expense is at 68.6% of the budget due to expiration of warranties on newer buses.
20. Office/computer supplies are at 36.3% of the budget due to volume purchase of IT supplies and replacement monitors.
21. Promotional items/photo supplies are at 38.3% of the budget due to purchase of bulk camera supplies for Customer Service.
22. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs.
23. Dues and subscriptions are at 73.9% of the budget due to annual payment of APTA dues.
24. Training is at 60% of the budget due to reimbursements for employee tuition and books.
25. Leases and rentals are at 33.9% of the budget primarily due to the annual payment to Greyhound for Metro Center parking.

5-6.a7

**FY 06-07 BUDGET TRANSFERS
NOVEMBER 1-DECEMBER 31, 2006**

| | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|--------------------------|--|----------------|------------|
| TRANSFER # 07-005 | | | |
| TRANSFER FROM: | 501021-1100 | Other Salaries | \$ (6,207) |
| TRANSFER TO: | 503041-1100 | Temp Help | \$ 6,207 |
| REASON: | To cover cost of temp help for vacant position in Admin. | | |

| | | | |
|--------------------------|--|----------------|----------|
| TRANSFER # 07-006 | | | |
| TRANSFER FROM: | 501021-3100 | Other Salaries | \$ (500) |
| TRANSFER TO: | 501023-3100 | Other Overtime | \$ 500 |
| REASON: | To cover cost of unanticipated overtime in ParaCruz. | | |

| | | | |
|--------------------------|--|-----------------------|------------|
| TRANSFER # 07-007 | | | |
| TRANSFER FROM: | 502251-3300 | Physical Exam-Renewal | \$ (2,000) |
| TRANSFER TO: | 503162-3300 | Uniforms/Laundry | \$ 2,000 |
| REASON: | To increase budget for Operator's patches. | | |

| | | | |
|--------------------------|-----------------------------------|--------------------|-------------|
| TRANSFER # 07-008 | | | |
| TRANSFER FROM: | 503352-1500 | Equipment Repair | \$ (12,000) |
| | 505031-1500 | Telecommunications | \$ (3,200) |
| TRANSFER TO: | 509121-1500 | Employee Training | \$ 7,200 |
| | 504311-1500 | Office Supplies | \$ 8,000 |
| REASON: | To cover account over-runs in IT. | | |

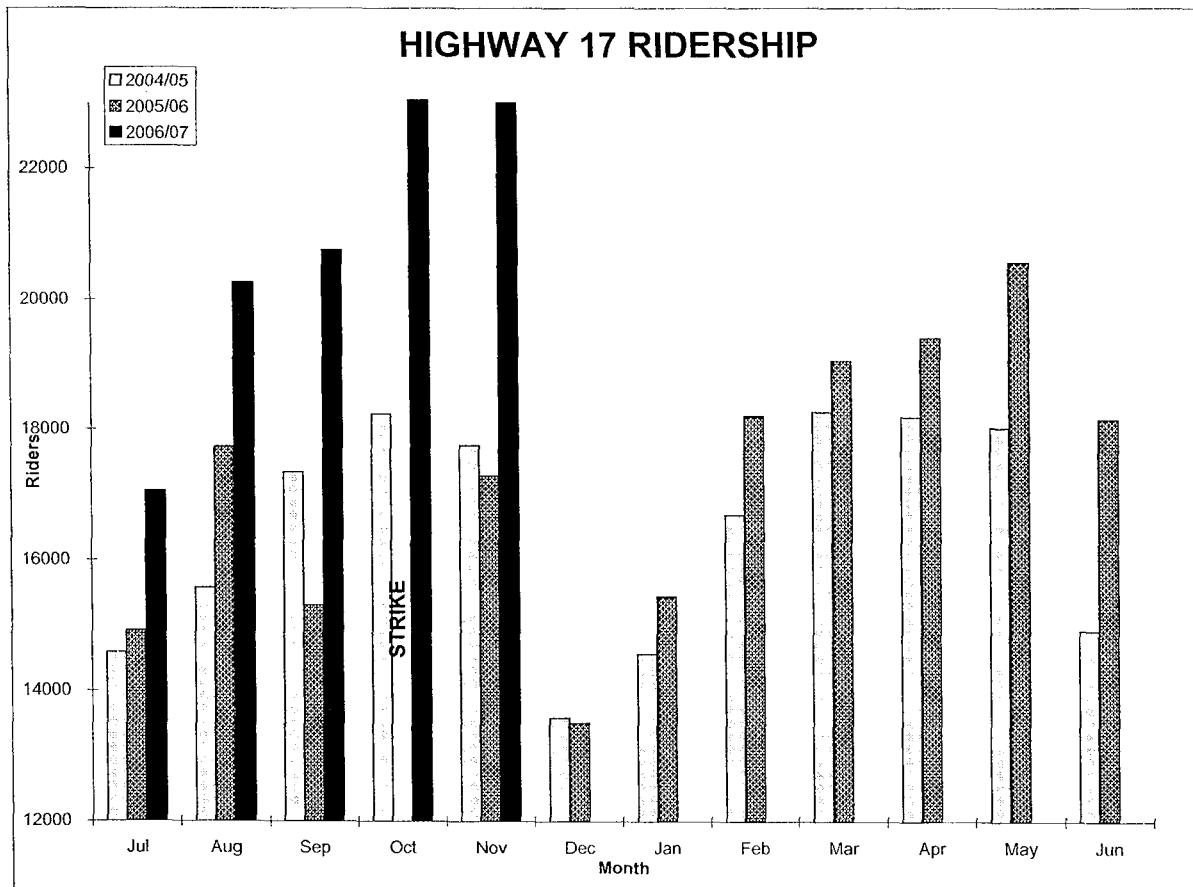
**FY 06-07 BUDGET TRANSFERS
NOVEMBER 1-DECEMBER 31, 2006**

| | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|--------------------------|--|--------------------|------------|
| TRANSFER # 07-009 | | | |
| TRANSFER FROM: | 504315-2200 | Safety Supplies | \$ (1,500) |
| TRANSFER TO: | 504421-2200 | Parts and Supplies | \$ 1,500 |
| REASON: | To cover account not funded in original Facilities budget. | | |

| | | | |
|--------------------------|---|----------------|------------|
| TRANSFER # 07-010 | | | |
| TRANSFER FROM: | 501021-1200 | Other Salaries | \$ (2,960) |
| TRANSFER TO: | 501023-1200 | Other Overtime | \$ 2,000 |
| | 503041-1200 | Temp Help | \$ 960 |
| REASON: | To cover cost of temp help for payables during recruitment process in Finance and additional overtime due to workloads. | | |

HIGHWAY 17 - NOVEMBER 2006

| | NOVEMBER | | | YTD | | |
|-----------------------|------------|------------|---------|------------|------------|---------|
| | This Year | Last Year | % | This Year | Last Year | % |
| FINANCIAL | | | | | | |
| Cost | \$ 129,607 | \$ 109,782 | 18.1% | \$ 668,693 | \$ 443,386 | 50.8% |
| Farebox | \$ 75,914 | \$ 41,244 | 84.1% | \$ 348,516 | \$ 199,955 | 74.3% |
| Operating Deficit | \$ 50,277 | \$ 63,067 | (20.3%) | \$ 289,267 | \$ 210,681 | 37.3% |
| Santa Clara Subsidy | \$ 25,138 | \$ 31,533 | (20.3%) | \$ 144,634 | \$ 105,341 | 37.3% |
| METRO Subsidy | \$ 25,138 | \$ 31,533 | (20.3%) | \$ 144,634 | \$ 105,341 | 37.3% |
| San Jose State Subsid | \$ 2,638 | \$ 2,762 | (4.5%) | \$ 8,341 | \$ 5,616 | 48.5% |
| AMTRAK Subsidy | \$ 779 | \$ 2,708 | (71.2%) | \$ 22,569 | \$ 27,134 | (16.8%) |
| STATISTICS | | | | | | |
| Passengers | 22,998 | 17,283 | 33.1% | 105,208 | 65,243 | 61.3% |
| Revenue Miles | 39,594 | 36,239 | 9.3% | 205,145 | 153,811 | 33.4% |
| Revenue Hours | 1,485 | 1,360 | 9.2% | 7,693 | 5,769 | 33.4% |
| Passengers/Day | 767 | 617 | 24.2% | 688 | 562 | 22.3% |
| Passengers/Weekday | 972 | 809 | 20.1% | 845 | 711 | 18.8% |
| Passengers/Weekend | 356 | 271 | 31.3% | 344 | 257 | 33.9% |
| PRODUCTIVITY | | | | | | |
| Cost/Passenger | \$ 5.64 | \$ 6.35 | (11.3%) | \$ 6.36 | \$ 6.80 | (6.5%) |
| Revenue/Passenger | \$ 3.30 | \$ 2.39 | 38.3% | \$ 3.31 | \$ 3.06 | 8.1% |
| Subsidy/Passenger | \$ 2.30 | \$ 3.81 | (39.6%) | \$ 2.83 | \$ 3.32 | (14.7%) |
| Passengers/Mile | 0.58 | 0.48 | 21.8% | 0.51 | 0.42 | 20.9% |
| Passengers/Hour | 15.49 | 12.71 | 21.8% | 13.68 | 11.31 | 20.9% |
| Recovery Ratio | 58.6% | 37.6% | 55.9% | 52.1% | 45.1% | 15.6% |



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- Operating Statistics and customer feedback information reported are for the month of November 2006.
- On time performance and operating efficiency continue to be impacted by widespread roadwork.
- A request has been made for a breakdown of pick-ups beyond the ready window.

III. DISCUSSION

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

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

Recently, there was discussion regarding ParaCruz on-time performance. It was noted that most statistical data continues to show improvement, the reported percentage of pick ups performed within the "ready window" has remained relatively consistent, hovering at roughly 90%. Staff was requested to break down the pick-ups beyond the "ready window". Information was also requested about the comparative performance of other ADA paratransit services.

5-8.1

On time performance data and expectations are not readily available for all other local systems. Systems of comparable size to not typically report and post their performance statistics on the Internet.

San Mateo Transit (Redi-Wheels) sets a standard of 90% within their "ready window", with reported performance of 89% monthly average between October '05 and October '06.

The table below is part of a performance evaluation performed by the consulting firm Nelson/Nygaard and associates for Access Services, a major provider of ADA paratransit service in Southern California. This report was released in August, 2005.

| Transit System | How is "on-time" defined? | How measured (where does data come from)? | Reported on-time performance |
|----------------------|-------------------------------------|---|------------------------------|
| Boston | 0 to 30 | Driver manifests - new contracts are adding MDTs and AVL | 98.7% (94.8% 0 to 15) |
| Chicago | 0 to 20 Will call trips: 0 to 60 | MDTs for 1 contractor and driver manifests for 2 contractors | 89.10% |
| Dallas | 0 to 20 | MDTs | 87.50% |
| Houston | 0 to 15 | MDTs | 84.20% |
| Minneapolis-St. Paul | 95% 0 to 30 | Paper manifests from drivers | 96.5% |
| New Jersey Transit | - 20 to +20 | MDTs | 96.57% |
| New York City | 0 to 30 | Not available | Not available |
| Portland Tri-Met | 90% -5 to +30 | MDTs | 92% |
| Santa Clara VTA | 95% 0 to 40 ^a | Calls from customers about late pick-ups | 99.05% |
| King County Metro | 90% within 30 minute window | Data from Trapeze software | 90.60% |
| Washington D.C | -15 to +15 ^b | Contractor's monthly operating reports and driver's manifests | 94.00% |
| Los Angeles | 90% 0 to 20 | MDTs | 89.10% |

5-8.2

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

| | November 2005 | November 2006 |
|--|----------------------|----------------------|
| Total pick ups | 7200 | 7060 |
| Percent in “ready window” | 89.72% | 89.77% |
| 1 to 5 minutes late | 3.76% | 3.65% |
| 6 to 10 minutes late | 2.46% | 2.55% |
| 11 to 15 minutes late | 1.54% | 1.71% |
| 16 to 20 minutes late | 1.15% | 0.71% |
| 21 to 25 minutes late | 0.32% | 0.71% |
| 26 to 30 minutes late | 0.39% | 0.41% |
| 31 to 35 minutes late | 0.24% | 0.20% |
| 36 to 40 minutes late | 0.15% | 0.13% |
| 41 or more minutes late (excessively late/missed trips) | 0.25% | 0.16% |
| Total beyond “ready window” | 10.28% | 10.23% |

During the month of November, six (6) service complaints and two (2) compliments were received. Two (2) of the complaints was found to be “not valid”. Two (2) of the valid complaints was related to late speeding by an employee of the contractor (Appropriate corrective action was taken). One (1) complaint was as a result of a scheduling error. One (1) was a result of a passenger being picked up late.

5-8.3

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

| | November 05 | November 06 | Fiscal 06 YTD | Fiscal 07 YTD |
|---|--------------------|--------------------|----------------------|----------------------|
| Requested | 8,516 | 8,332 | 41,705 | 39,911 |
| Performed | 7,200 | 7,060 | 36,239 | 35,531 |
| Cancels | 21.48% | 21.20% | 19.47% | 18.50% |
| No Shows | 3.09% | 2.77% | 3.93% | 2.81% |
| Total miles | 55,201 | 46,314 | 283,072 | 246,458 |
| Av trip miles | 5.79 | 4.76 | 5.80 | 5.10 |
| Within ready window | 89.72% | 89.77% | 90.35% | 89.93% |
| Excessively late/missed trips | 19 | 11 | 96 | 87 |
| Call center volume | 6,325 | 5,925 | 33,153 | 30,148 |
| Call average seconds to answer | 26 | 24 | 30 | 24 |
| Hold times less than 2 minutes | 90% | 94% | 90% | 95% |
| Distinct riders | 878 | 776 | 1,428 | 1,306 |
| Most frequent rider | 45 | 56 | 236 | 233 |
| Shared rides | 66.3% | 67.7% | 62.2% | 67.1% |
| Passengers per rev hour | 1.67 | 1.87 | 1.60 | 1.71 |
| Rides by supplemental providers | 15.19% | 7.04% | 10.33% | 8.18% |
| SCT cost per ride | \$24.98 | \$24.36 | \$22.69 | \$23.19 |
| ParaCruz driver cost per ride (estimated) | \$24.77 | \$26.28 | \$24.14 | \$25.27 |
| Rides < 10 miles | 77.89% | 82.99% | 79.85% | 81.87% |
| Rides > 10 | 22.11% | 17.01% | 20.15% | 18.13% |

IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5-8.4

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: UNIVERSITY OF CALIFORNIA – SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Student trips for December 2006 decreased by (12.9%) versus December 2005
- Faculty / staff trips for December 2006 decreased by (6.4%) versus December 2005.
- Revenue received from UCSC for December 2006 was \$ 76,129 versus \$78,042 for December 2005, a decrease of (2.5%).
- New supplemental service for the Route 20 began in March 2006 and has been continued on a quarter-by-quarter basis.
- There were five (5) school-term days in December 2006 vs six (6) school term days in December 2005.

III. DISCUSSION

UCSC Fall instruction began on September 21, 2006. A summary of the results for November 2006 is:

- Student billable trips for regular service in December 2006 were 57,348 versus 69,033 for December 2005, a decrease of (16.9%).
- Faculty / Staff billable trips for regular service in December 2006 were 11,517 versus 12,530 for December 2005, a decrease of (8.1%).
- Student billable trips for Route 20 Supplemental service in December 2006 were 2,581. Supplemental service did not exist on December 2005.
- Faculty / Staff billable trips for Route 20 Supplemental service in December 2006 were 172. Supplemental service did not exist on December 2005.

5-9.1

- Student billable trips for the Night Owl service in December 2006 were 1,228 versus 1,484 for December 2005, a decrease of (17.3%).
- Faculty / Staff billable trips for Night Owl service in December 2006 were 22 versus 30 for December 2005, a decrease of (26.7%).
- Average student billable trips per school term day for all UC Service in December 2006 were 8,285.2 versus 8,421.8 for December 2005, a decrease of (1.6%).
- Average Faculty / Staff billable trips *per weekday* for all UC service in December 2006 were 528.5 versus 517.3 for December 2005, an increase of 2.2.

| December | Student Ridership | Faculty/Staff Ridership | Average Ridership Per School Term Day - Student | Average Ridership Per Weekday - Faculty / Staff |
|------------------------------|--------------------------|--------------------------------|--|--|
| Regular Service | 57,348 | 11,517 | 7,665.0 | 518.9 |
| Supplemental | 2,581 | 172 | 516.2 | 8.6 |
| Night Owl | 1,228 | 22 | 104.0 | 1.0 |
| 2006 Total | 61,157 | 11,711 | 8,285.2 | 528.5 |
| 2005* | 70,244 | 12,515 | 8,421.8 | 517.3 |
| Monthly* Increase-(Decrease) | (12.9%) | (6.4%) | (1.6%) | 2.2% |

IV. FINANCIAL CONSIDERATIONS

NONE

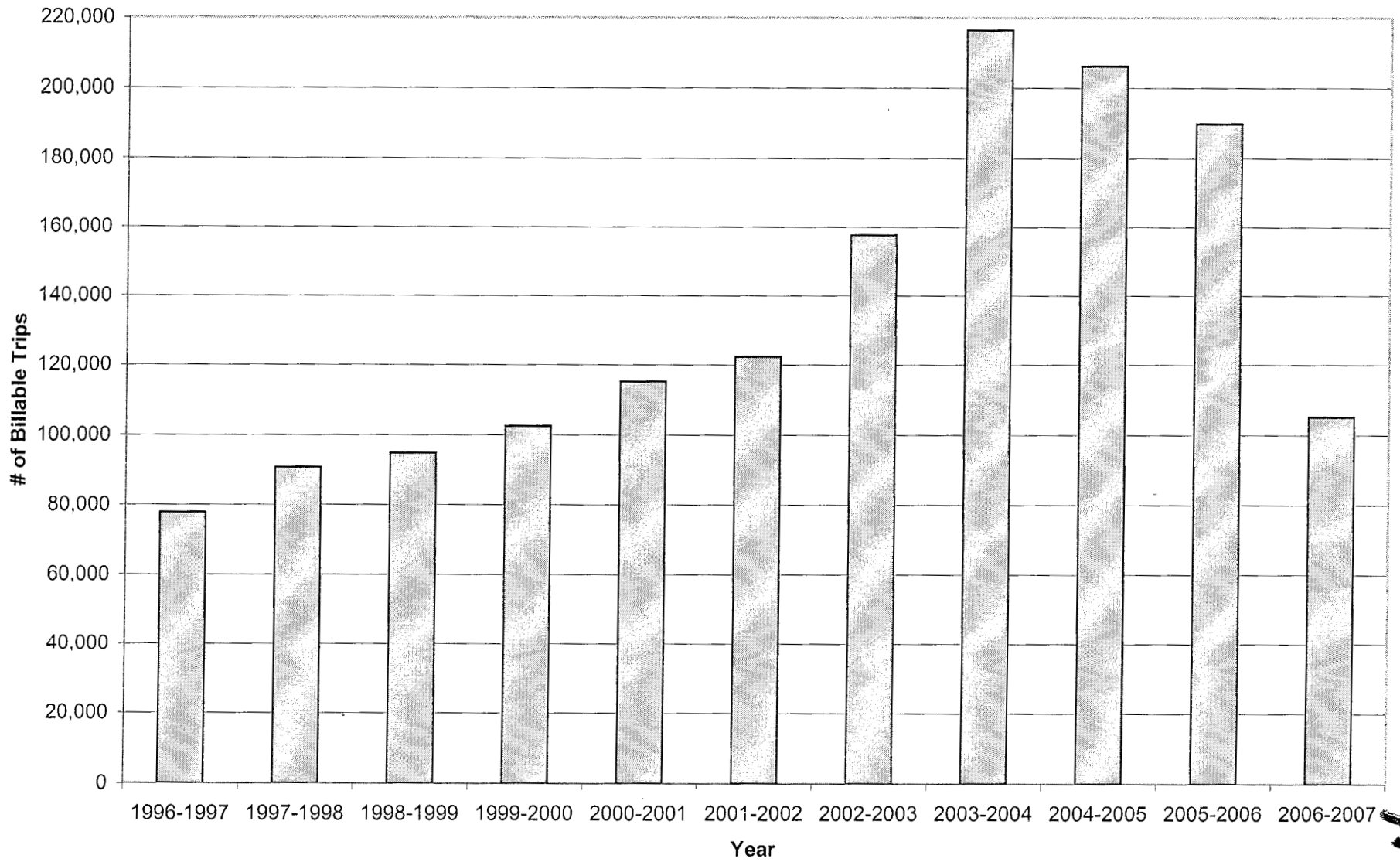
V. ATTACHMENTS

Attachment A: UC Student Billable Trips

Attachment B: UCSC Faculty / Staff Billable Trips

5-9.2

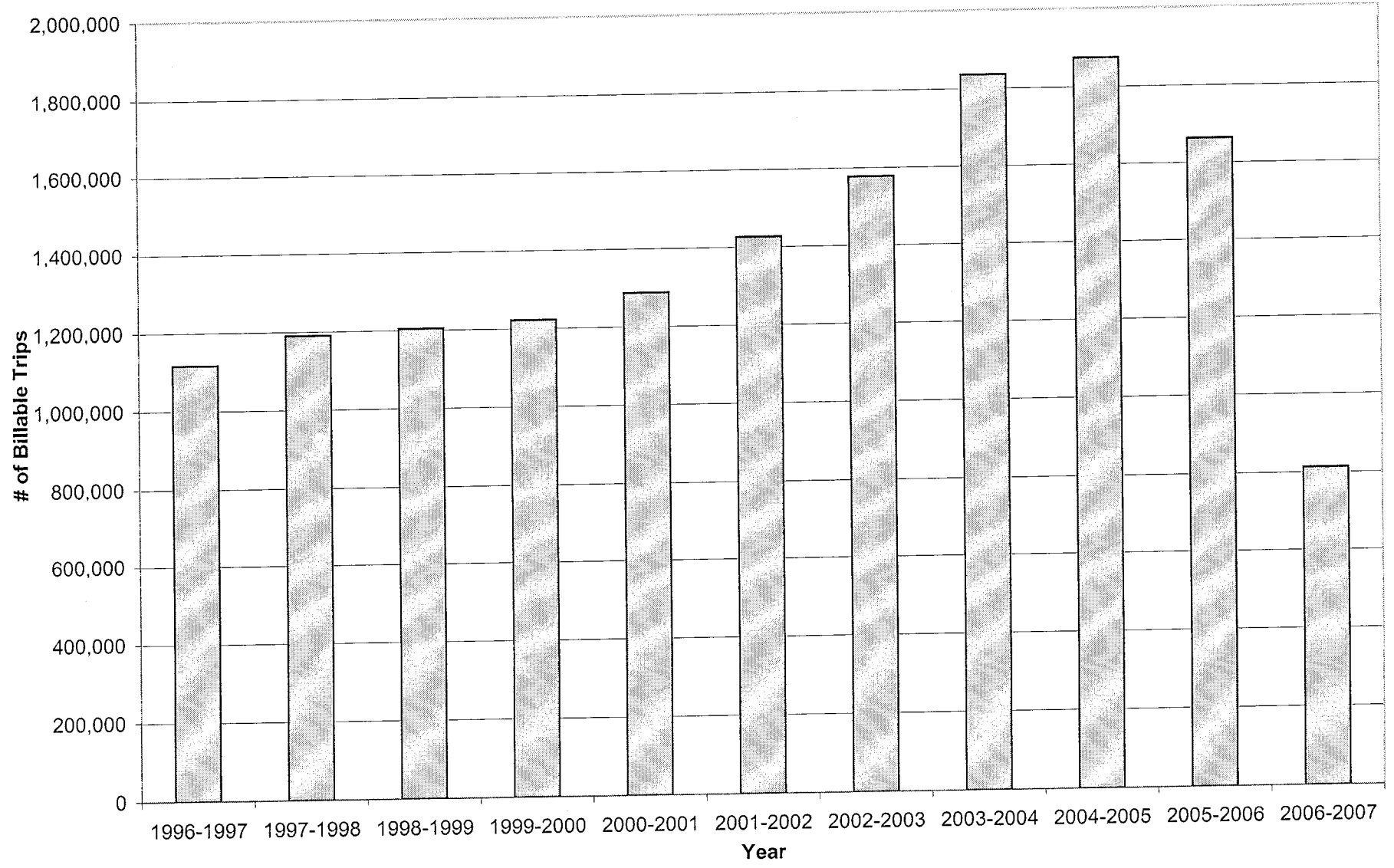
UCSC Faculty / Staff Billable Trips



5-9.21

Attachment A

UCSC Student Billable Trips



5-9.61

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

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

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

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

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

Attachment A: Minutes of the December 7, 2006 Regular SCCRTC Meeting

5-10.1

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

Minutes

Thursday,
December 7, 2006
9:00 a.m.

City of Watsonville Council Chambers
215 Union Street
Watsonville CA

1. Roll Call

Members Present: Jan Beautz Emily Reilly
Dene Bustichi (Alt.) Antonio Rivas
Gustavo Gonzalez (Alt.) Andy Schiffrin (Alt.)
Randy Johnson Dale Skillicorn (Alt.)
Dennis Norton Mark Stone
Ellen Pirie Marcela Tavantzis
Rich Krumholz (ex-officio)

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

2. Oral Communications - None

3. Additions or Deletions to Consent and Regular Agendas

Executive Director George Dondero said that there were add-on pages for Items 21 and 24 and replacement pages for Item 25.

CONSENT AGENDA (Schiffrin/Reilly)

4. Approved Draft Minutes of the November 2, 2006 Regular SCCRTC Meeting

5. Approved Draft Minutes of the November 16, 2006 Transportation Policy Workshop Meeting

POLICY

No consent items

5-10.21

PROJECTS and PLANNING

6. Accepted Status Report on Highway 1 Projects
7. Accepted Transportation Demand Management Analysis Status Report

COMMISSION BUDGET AND EXPENDITURES

No consent items

ADMINISTRATION

No consent items

COMMITTEE MINUTES

8. Accepted Draft Minutes of the October 12, 2006 Budget and Administration/Personnel Committee Meeting
9. Accepted Final Minutes of the October 16, 2006 Bicycle Committee Meeting
10. Accepted Draft Minutes of the November 16, 2006 Interagency Technical Advisory Committee Meeting

INFORMATION/OTHER

11. Accepted Monthly Meeting Schedule
12. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies
 - a. Letter to UC Santa Cruz Regarding Heller Drive Bike Lanes Initial Study/Mitigated Negative Declaration
13. Accepted Correspondence Log
14. Accept Letters from SCCRTC Committees and Staff to Other Agencies
 - a. Letter from the Bicycle Committee to the County Public Works Department Regarding Restriping of Bike Lane on Portola Drive
 - b. Letter from the Bicycle Committee Regarding the UC Santa Cruz Draft Bicycle Plan
15. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues

5-10.a2

16. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
17. Accepted Information Items
 - a. Local Transportation Sales Tax Measures - November 2006 Election Results
 - b. December 14, 2006 Rail Symposium Announcement from Friends of the Rail Trail
 - c. Community Traffic Safety Coalition FY05-06 Annual Report
 - d. Transportation Agency for Monterey County Meeting of September 27, 2006 - Excerpt of Minutes Regarding Rail Workshop

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

18. Accepted Information on the 2007 Freeway Service Patrol Procurement Process and Variable Tow Vehicle Fuel Cost

REGULAR AGENDA

19. Commissioner Reports

Commissioner Pirie presented awards to outgoing Commissioners Norton, Keogh and Wormhoudt, commending them for their service and dedication. Commissioner Norton thanked the Commission, saying that he was glad to have served for eight years and that while there have been many accomplishments during this time, he hopes that the future will bring advancements to transportation in the rail corridor between Santa Cruz and Watsonville.

Commissioner Beautz arrived.

Commission Alternate Schiffirin and Commission Alternate Bustichi accepted awards on behalf of Commissioners Wormhoudt and Keogh respectively.

Commissioner Stone reported on the CalCOG delegates meeting held in late November. Mr. Stone said that the blueprint seminar showed exciting potential by coordinating water use, waste management and land use planning with transportation planning, but that there were also concerns, including the possibility of streamlining the California Environmental Quality Act (CEQA) and making decisions regarding land use at the state level rather than at the local level. He said it was clear, however, that the state will be looking at blueprint planning for allocating funding in the future.

5-10.93

Commissioner Johnson arrived.

20. Director's Report - Oral Report

Executive Director George Dondero introduced Yesenia Parra, the Commission's new Administrative Services Officer.

Mr. Dondero said he recently attended the Focus on the Future Conference and would address the issues discussed during Item 25 regarding the Corridor Mobility Improvement Account (CMIA) project nominations.

21. Caltrans Report

Rich Krumholz, Caltrans District 5, reported on the status of current projects. Mr. Krumholz also said that approval was received from the architectural landscape division at headquarters for a plan to include trees and additional landscaping on Mission Street.

Mr. Krumholz said that Caltrans completed the California Transportation Plan and that copies are available.

Commissioner Tavantzis raised the issue of coordinating improvements needed by the SCMTD on Highway 152 with a Caltrans project which is scheduled to be constructed soon. Ms. Tavantzis said that the Metro submitted an encroachment application to Caltrans and requests that it be expedited. The encroachment permit would then be used by Metro to contract with Granite for the improvements, in the event that no agreement can be reached between Metro and Caltrans. Metro is requesting that Caltrans get a change order with Granite Construction approved in order to expedite the work. She said that Metro is prepared to reimburse Caltrans and that if it has to go through a separate bidding process there will not be enough time to coincide the construction of the Metro's improvements with the Caltrans construction process thus adding costs to the Metro and inconvenience to the public.

Mr. Krumholz said he will check into the status of the encroachment process and whether Caltrans can accept payment for the change order.

Commissioners discussed ways to ensure that projects planned by local jurisdictions coincide with Caltrans funded projects. Mr. Krumholz said that working with the Interagency Technical Advisory Committee is one way to

5-10.a4

coordinate planning and that the critical element is to inform Caltrans as early as possible of projects being planned by local jurisdictions.

Commissioner Beautz asked for a written report on ways for Caltrans and local jurisdiction to coordinate work better.

Executive Director George Dondero said that it would help if the Regional Transportation Commission was invited into Caltrans planning, especially for State Highway Operations and Protection Program (SHOPP) project planning, early in the process and would like to send a representative to future Caltrans Project Development Team meetings.

22. Election of 2007 SCCRTC Chair and Vice-Chair

Commissioner Beautz said that the Nominating Committee agreed to nominate Commissioner Campos as Chair and Commissioner Johnson as Vice-Chair for 2007.

Commissioner Stone moved to nominate Commissioner Campos as Chair and Commissioner Johnson as Vice-Chair for 2007. Commissioner Pirie seconded and the motion passed unanimously.

Commissioner Johnson assumed the position of Chair for the remainder of the meeting.

Commissioners thanked Commissioner Pirie for her two years of service as Chair.

23. Transportation Projects in the City of Watsonville - Oral Report by David Koch, Public Works Director, City of Watsonville

Maria Rodriguez, Principal Engineer for the City of Watsonville, gave a PowerPoint presentation on current transportation projects which have received funding from the Regional Transportation Commission. The projects, either recently completed, under construction or being designed, included improvements to Green Valley Road; the Watsonville Slough, Struve Slough and Harkins Slough Bridges; curb ramps at various locations; and Walker Street renovations.

24. Transportation Funding Task Force Status Report

Senior Planner Karena Pushnik gave an overview of the Task

5-10.a5

Force project milestones. She referred to the workbook comments and noted the local jurisdiction that would decide if these suggestions could be included in their transportation planning.

Fred Keeley, Convener of the Transportation Funding Task Force, provided a report about the completion of Phase 1, the on-going activities underway for Phase 2 and the status of the Draft Plan in Phase 3.

Mr. Keeley said he has been working every day with members of the business community, neighborhood representatives and environmental groups getting feedback on the data collected in the workbooks and on possible solutions. He said that most people do not understand transportation funding, where it comes from and the restrictions on how it is allocated.

In addition, Mr. Keeley said he is also working with other communities that have been successful in passing funding measures including Fresno County which will send a delegation next week to review the Task Force draft plan. He emphasized that he is not seeking comment on content but rather on the process, since it is important to introduce a document that would lead to a principled negotiation among disparate interest groups. He said that the initial draft of the plan is scheduled to be released in late January or early February and that he hopes to have a six week period after the plan is released for discussion to come up with a negotiated agreement.

Commissioner Beautz asked if a cost benefit analysis is being included in the plan.

Mr. Keeley explained different ways of measuring "cost benefit" analyses, saying that some people think that if 95% of the community makes trips in single occupancy vehicles then 95% of transportation funding should support highways and streets while others believe that following this logic only produces the same transportation system but on a larger scale. An alternate view is to find ways to reduce demand and pressures on an overused system. He said it is important to protect the existing system but also prudent to have a vision for the future, especially if the plan is looking 20-30 years ahead.

Commissioners discussed methods of reaching more people, including increased use of Community Television and whether it was time for a poll.

5-10.26

Commission Alternate Schiffrin asked staff to provide a breakdown of the population by jurisdiction showing registered voters.

Mr. Schiffrin moved to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Receive a report on the status of the Transportation Funding Task Force (TF Task Force) project together with a presentation from convener Fred Keeley on project milestones including Phases II and III of the project;
2. Direct staff to forward summarized workbook responses by local jurisdiction or agency to the appropriate entities under a cover letter from the Regional Transportation Commission chair and TF Task Force convener and;
3. Receive the TF Task Force project expenses for FY 2005-06 and the approved budget for FY 2006-07.

with the added direction that the Commission continues to publicly support the Task Force. Commissioner Rivas seconded.

Commissioner Tavantzis expressed concern that sometimes local jurisdictions cannot respond to all of the needs summarized in the workbooks and asked if this item was for information only or a directive to local jurisdictions to implement the suggestions.

Commission Alternate Schiffrin added to the motion that the comments for the local jurisdictions are for information only.

The motion passed unanimously.

25. Proposed Nominations for Proposition 1B Corridor Mobility Improvement Account (CMIA) Funds

Executive Director George Dondero said that based on the discussion at the November Transportation Policy Workshop, staff submitted the entire Highway 1 HOV Lanes Widening Project for Proposition 1B Corridor Mobility Improvement Account (CMIA) funding, but learned that it was not going to score as a tier 1 project because Caltrans had concerns that the project would probably not be ready to go to construction by 2012 and because the project could not be fully funded. He said given the situation, having Caltrans nominate the Soquel/Morrissey Auxiliary Lanes Project,

5-10.97

which is expected to go to construction in 2010, seemed to be a more realistic choice. Projects nominated by Caltrans will likely receive more favorable consideration from the California Transportation Commission than projects submitted independently by Regional Transportation Planning Agencies. He added that three second choice projects were also included in the staff report, although these projects would not be nominated by Caltrans.

Commissioners discussed whether the Commission should include all of the additional projects, if the Commission was required to prioritize them and how close to deliverability the second choice projects needed to be.

Rich Krumholz said that projects should have had at least a Project Study Report and ideally be in the Project Approval/Environmental Document phase.

Mr. Dondero confirmed that the projects would have to be prioritized. He added that the only reason to include second choice options was in the unlikely event that uncommitted CMIA funds became available for programming and Santa Cruz County had the opportunity to be awarded more funding than expected. Back up projects would need to be ready to go so as not to lose the opportunity for funding.

Commissioners continued to discuss whether to include the second choice projects or to hold off until more information regarding the acceptance of the Caltrans nominated project was obtained.

Commission Alternate Schiffirin said it would probably be best to approve the Auxiliary Lanes submittal and to defer the second tier projects until after the CTC decision in December. He moved to approve staff recommendations 1 and 3 that the Regional Transportation Commission (RTC):

1. Request that Caltrans nominate the Highway 1 Soquel Avenue to Morrissey Boulevard Auxiliary Lanes Project to the California Transportation Commission (CTC) for Corridor Mobility Improvement Account (CMIA) funds. In the event that Caltrans does not decide to nominate this project, authorize staff to nominate the project directly to the California Transportation Commission (California Transportation Commission); and,
3. Approve the attached revised resolution to be submitted with the nomination for the projects:

5-10.a8

- a. Indicating the RTC's intent to secure additional funds that may be needed to fully fund the projects; and
- b. Committing to working with Caltrans to develop the Corridor System Management Plan.

and to defer the staff recommendation that the RTC:

2. Direct staff to nominate directly to the CTC one or two additional projects aimed at addressing mobility on Highway 1

until after the CTC meeting in December and to return to the Commission in January with recommendations regarding these additional projects.

Commissioner Beautz seconded.

Chris Schneiter said that it is hard on Public Works staff to complete project applications in such a compressed timeframe and asked that the projects be submitted at this time per the staff recommendations. He reiterated that it would be beneficial if local jurisdictions were included in SHOPP project discussions at the earliest possible time in order to combine project resources.

The motion passed unanimously.

26. 11 a.m. - Oral Presentation by Assemblymember John Laird on State Legislative Items

Assemblymember Laird reported on the state budget and the impacts of the transportation ballot measures approved by voters in November. He said he had worked to restore spillover funds to public transit from the gas tax revenues and that it looks like there will be more money for public transit.

In response to a question from Commissioner Stone regarding streamlining CEQA requirements, Mr. Laird said that there is a push by the building industry to weaken CEQA regulations, but that he does not think the public will allow the legislature to proceed in that direction.

Commissioner Johnson thanked Assemblymember Laird for the report and his continued support for advancing the community's transportation projects.

5-10.a9

CLOSED SESSION - Removed from Agenda

Commissioner Alternate Schiffrin asked if the Closed Session could wait until the January meeting given the length of the meeting. Deputy Director Luis Mendez said that the items under discussion were not time sensitive.

Commissioner Alternate Schiffrin moved and Commissioner Alternate Skillicorn seconded to defer the Closed Session until the January meeting.

The motion passed with Commissioner Pirie voting "no".

27. Conference with Labor Negotiators Pursuant to Government Code 54957.6

Commission Negotiators: Ellen Aldridge and George Dondero

Bargaining Units: Mid-Management Unit and General Representation Unit

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

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

OPEN SESSION

29. Next Meetings/Adjournment

The meeting adjourned at 12:10 pm.

It was announce that there may not be a December Transportation Policy Workshop meeting.

The next SCCRTC meeting is scheduled for the **SPECIAL DATE OF THURSDAY, JANUARY 11, 2007** at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz, CA 95060.

Respectfully submitted,

5-10.a10

Gini Pineda, Staff

ATTENDEES

| | |
|----------------------|--|
| Sandra Coley | Pajaro Valley Transportation Management Association |
| Chris Schneider | City of Santa Cruz |
| Mark Griffin | AMBAG |
| Bill Comfort | |
| John Laird | California Assemblymember |
| Fred Keeley | TFTF Convener |
| Maria Rodriguez | City of Watsonville |
| Genevieve Bookwalter | Sentinel |
| Jennifer Calate | Caltrans |
| Rahn Garcia | County Counsel |
| David Koch | City of Watsonville |
| Patrice Theriot | City of Watsonville |

\\RTCSESV1\Shared\RTC\TC2006\TC1206\TCMinutes1206.doc

5-10.a11

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: CONSIDERATION OF METROBASE STATUS REPORT

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- Service Building work
 - Arntz Builders proceeding with storm drain connection
 - Arntz Builders installed LCNG equipment.
- Maintenance Building
 - West Bay Builders continuing site work on 120 Golf Club Drive property
- Research
 - Board of Directors requested information on an overpass above Highway 9 to connect the MetroBase Building facilities.

III. DISCUSSION

Service & Fueling Building work is continuing on 1122 River Street. LCNG equipment has been installed. Current work include storm & sewer connection for the site. Granite Construction is working on the site to connect the storm & sewer connections which is located under Highway 9. Traffic through this section is being controlled. Completion of work is two week from start. Granite construction has already began construction.

West Bay Builders is continuing site work on 120 Golf Club Drive property. Before this could be done, METRO relocated several storage containers and buses. West Bay Builders have been digging into the foundation to set up the foundation for the inspection pits for the two drive-through bays in the Maintenance Building.

On January 26, 2007, METRO staff scheduled a tour for the Board of Directors to view the progress of the Service & Fueling Facility. The tour was successful and displayed the MetroBase Project as a whole.

On December 15, 2006, the Board of Directors requested information regarding the feasibility of building a pedestrian overpass above Highway 9 between the Phase 2 Maintenance Building and the new Operations Building in order to make connections safer for employees. METRO staff is researching on this item.

5-11.1

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

New updates on the MetroBase Project:

- Board of Directors Tour of Service & Fueling Facility on January 26, 2007.
- Arntz Builders proceeding with storm drain connection.
- West Bay Builders continuing site work on 120 Golf Club Drive property
- Board of Director request for an overpass access over Highway 9 to the MetroBase facilities.

Previous information regarding the MetroBase Project:

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

- On January 26, 2007, Board of Directors went on a tour of the MetroBase Project.
- Received Caltrans Encroachment Permit.
- Service Building Construction working on building structure.
- Department of Fish&Game approved work on outfall construction completed.
- Concrete work for floor foundation area complete.
- Concrete work for LNG pad and containment area completed.
- Change Order #2 and #3 approved.
- Concrete Driven Piles completed end of May 2006.
- Arntz Builders trailer and containers installed adjacent to 1122 River Street
- Public Outreach Newsletter sent to areas possibly affected by construction.
- Notice to Proceed issue effective January 9, 2006 with 365 calendar day construction period.
- Weekly Construction Meetings

B. Maintenance Building (IFB 06-01)

- On November 20, 2006, METRO received signed copies of IFB 06-01 from West Bay Builders including agreement to Labor Harmony provisions included in award letter.
- IFB 06-01 Maintenance Building awarded to West Bay Builders for \$15,195,000 contingent upon Labor Harmony provision in award letter.

5-11.2

- Invitation For Bid 06-01 available at Watsonville BluePrint. Pre-Bid Conference scheduled for September 6, 2006 at 110 Vernon Street, Suite B, Santa Cruz, CA. IFB 06-01 Bid due on October 17, 2006 at 2:00 pm.
- Construction schedule set to 32 months
- RNL contract modified for added Maintenance Building scope
- RNL began working on the Maintenance Building portion of the MetroBase project.
- Harris & Associates contract modified for added Maintenance Building scope.

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

None

5-11.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: **CONSIDERATION OF CONTRACT RENEWAL FOR PARATRANSIT ELIGIBILITY SCREENING REVIEW WITH DISABLED SERVICES OF ORTHOPAEDIC HOSPITAL**

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute an amendment to the contract for paratransit eligibility screening review with Orthopaedic Hospital to extend the contract one additional year.

II. SUMMARY OF ISSUES

- The District established a contract with Disabled Services of Orthopaedic Hospital to provide in-person ADA Eligibility Screening Services on May 1, 2002.
- The contract was renewed on August 1, 2004 to release contractor from in-person eligibility assessments but retaining their services to review assessment files and advise District staff on the more challenging determinations.
- District staff is recommending that the contract be extended through February 28, 2008 with Disabled Services of Orthopaedic Hospital to provide paratransit eligibility screening review.

III. DISCUSSION

The Americans with Disabilities Act (ADA) of 1990 requires public transit systems to provide complementary paratransit services to eligible passengers. The ADA Recertification study conducted by Nelson Nygaard recommended that all current registrants should be required to undergo the recertification process and that recertification should be based on an in-person assessment rather than a paper application. The District established a contract with Disabled Services of Orthopaedic Hospital to provide in-person ADA Eligibility Screening Services on May 1, 2002. District staff started doing the in-house certification screenings in August of 2004 with Orthopaedic Hospital retained to review assessment files and continue to advise District staff on the more challenging determinations.

Orthopaedic Hospital has reviewed the contract and has offered to extend the contract for one additional year with no changes in the rate of compensation for reviewing assessment files.

5-12.1

District staff is recommending that the contract be extended through February 28, 2008 with Disabled Services of Orthopaedic Hospital to provide paratransit eligibility screening review services.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the ParaCruz department budget 3100.

V. ATTACHMENTS

Attachment A: Contract Amendment with Disabled Services of Orthopaedic Hospital

5-12.2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
THIRD AMENDMENT TO CONTRACT NO. 01-10
FOR ADMINISTRATION OF AN ELIGIBILITY SCREENING PROGRAM**

This Third Amendment to Contract No. 01-10 for administration of an eligibility screening program is made effective March 1, 2007 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District") and ORTHOPAEDIC HOSPITAL ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for administration of an eligibility screening program ("Contract") on May 11, 2002.
- 1.2 District has assumed the duties of eligibility screening with District staff and released Contractor from these duties.
- 1.3 Contractor has continued to provide review of eligibility assessment files and consultation services.
- 1.4 District has determined that Contractor will be required to provide review of eligibility assessment files and consultation services through February 28, 2008.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended as follows:

The term of this contract will extend through February 28, 2008.

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

SIGNATURES ON NEXT PAGE

5-12.a1

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
ORTHOPAEDIC HOSPITAL

By _____
Art Hulscher
President of Disabled Services

Approved as to Form:

Margaret R. Gallagher
District Counsel

5-12.02

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
**SUBJECT: CONSIDERATION OF CONTRACT RENEWAL FOR WORKERS
COMPENSATION CLAIMS ADMINISTRATION SERVICES WITH
OCTAGON RISK SERVICES, INC., A SEDGWICK CMS COMPANY**

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to renew the contract for workers compensation claims administration with Octagon Risk Services, Inc., a Sedgwick CMS Company.

II. SUMMARY OF ISSUES

- The District's contract for the administration of its worker's compensation program will expire on February 28, 2007.
- The District awarded a contract in March of 2005 for a two-year contract with three optional one-year extensions.
- Octagon Risk Services, Inc., a Sedgwick CMS Company is offering to extend their contract services for one additional year with a two and one half percent (2.5%) increase in the fixed service fee for the new contract period.
- Octagon Risk Services, Inc., a Sedgwick CMS Company requests a change in the contract language to accurately reflect the current case load conditions and terms for reducing the monthly billing.
- It is requested that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year with a 2.5% increase in the fixed service fee and approve a change in the contract language with Octagon Risk Services, Inc., a Sedgwick CMS Company, to provide third party administration of workers compensation claims.

III. DISCUSSION

The District contracts with a third party administrator for its self-insured worker's compensation program. Over the past two years the District has contracted with Octagon Risk Services, Inc. (Contractor) to provide these services. An extension of the contract would be beneficial to the District. Article 4 of the contract allows the District the option to renew the contract. Contractor

5-13.1

has also reviewed the contract and has indicated their desire to extend the contract for an additional year with a 2.5% increase in the fixed service fee. Contractor and District are negotiating a revision to contract Article 8. CLAIMS ADMINISTRATION, Item 8.12.

It is requested that the Board of Directors authorize the General Manager to execute an amendment to the contract to extend the contract term for one additional year with a 2.5% increase in the fixed service fee and approve a change in the contract language with Octagon Risk Services, Inc., a Sedgwick CMS Company to provide third party administration of workers compensation claims.

IV. FINANCIAL CONSIDERATIONS

Funds are available in the Human Resources operating budget for this amendment.

V. ATTACHMENTS

- Attachment A:** Cash Flow Comparison Chart for Calendar Years 2004, 2005, & 2006
- Attachment B:** Open Claim Inventory for 2004 and 2006
- Attachment C:** Contract amendment with Octagon Risk Services, Inc.

5-13.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: February 23, 2007

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT RENEWAL WITH SEDGWICK CMS, PREVIOUSLY OCTAGON RISK SERVICES FOR THIRD PARTY ADMINISTRATION OF WORKERS' COMPENSATION CLAIMS [SUPPLEMENTAL REPORT]**

I. RECOMMENDED ACTION

Authorize the General Manager to Execute a Contract Renewal with Sedgwick CMS, previously Octagon Risk Services for Third Party Administration of Workers' Compensation Claims

II. SUMMARY OF ISSUES

- At the February 9, 2007 regular meeting of the Santa Cruz METRO the Board reviewed this matter. Director Rotkin asked for more details regarding METRO's Workers' Compensation Program and how successful METRO's relationship with Sedgwick is before the Board takes action on this matter.
- METRO staff has worked very well with Sedgwick (previously Octagon) to provide Workers' Compensation Benefits in a timely manner and in accordance with all legal requirements.

III. DISCUSSION

On March 1, 2005, Santa Cruz METRO contracted with Octagon, currently Sedgwick, for third party administrative (TPA) services for METRO's Worker's Compensation Program for a two-year initial term. As the TPA, Sedgwick administers and manages METRO's worker's compensation claims in conjunction with METRO staff. The contract requires that competent and experienced claims representatives be assigned to METRO's program. Initially, the TPA had some difficulty staffing METRO's contract but since September 13, 2005, METRO's claims representatives have been consistent, experienced and competent.

METRO staff is in daily communication with the TPA in order to facilitate the program. METRO staff has also become better educated over the years in order to assist the TPA with the management of the program. METRO staff promptly provides information to the TPA upon request.

Claims are reviewed both by METRO staff and the TPA independently and together.

In the last 6 months, the average number of actual claims total 95 compared to 114 for the same period last year. At the direction of METRO staff, the TPA has attempted to close out older cases in an effort to limit METRO's future liability but always in accordance with the California law and regulations.

Another important component of the METRO's worker's compensation program is that METRO has directly retained outside counsel services rather than obtaining these services through the TPA. By directly contracting for legal services, the attorney is accountable directly to METRO. This action provides METRO with another independent mechanism for oversight of the actions of the TPA.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Human Resources Operating budget.

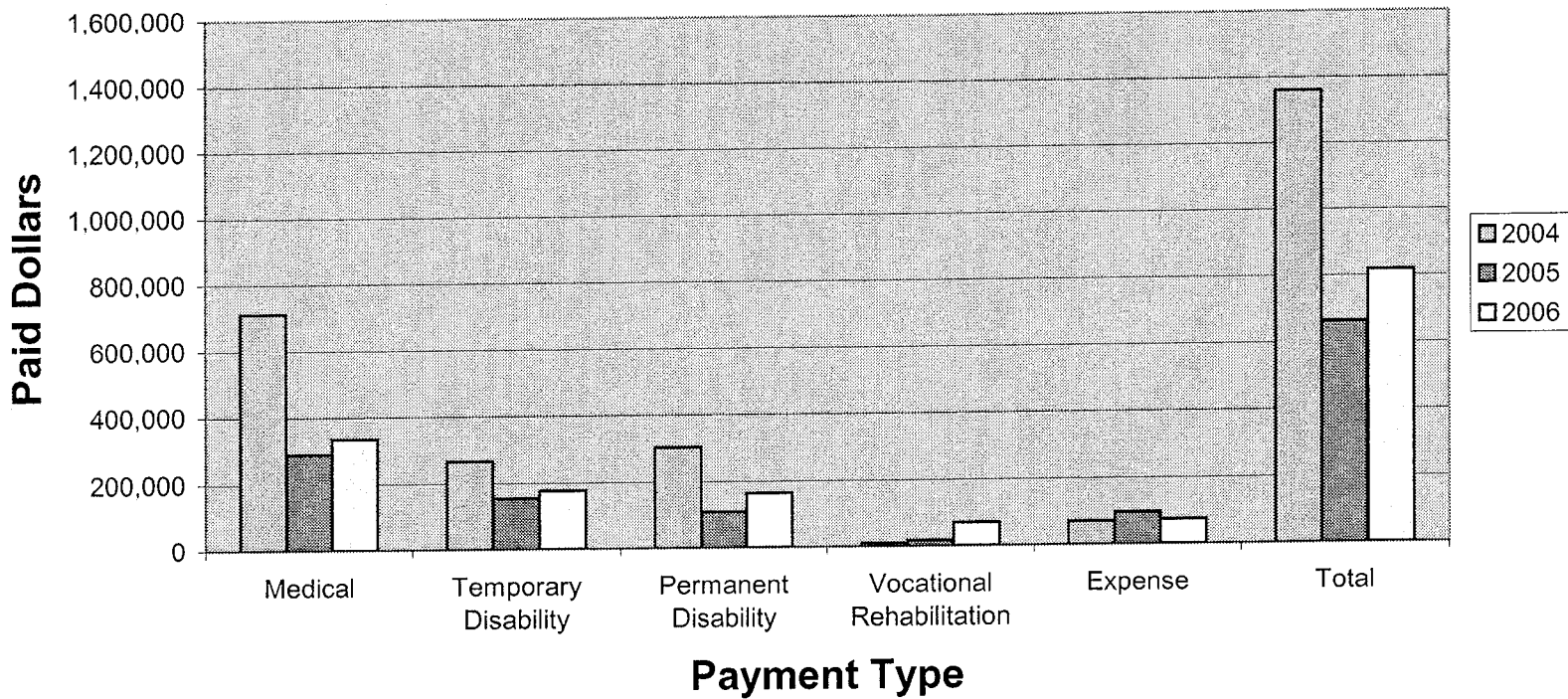
V. ATTACHMENTS

None

5-13.4

| | 2004 | 2005 | 2006 |
|---------------------------|------------------|----------------|----------------|
| Medical | 712,573 | 289,010 | 334,275 |
| Temporary Disability | 265,848 | 154,678 | 176,768 |
| Permanent Disability | 301,980 | 107,445 | 164,290 |
| Vocational Rehabilitation | 10,755 | 16,937 | 68,887 |
| Expense | 69,695 | 95,754 | 72,792 |
| Total | 1,360,851 | 663,824 | 817,012 |

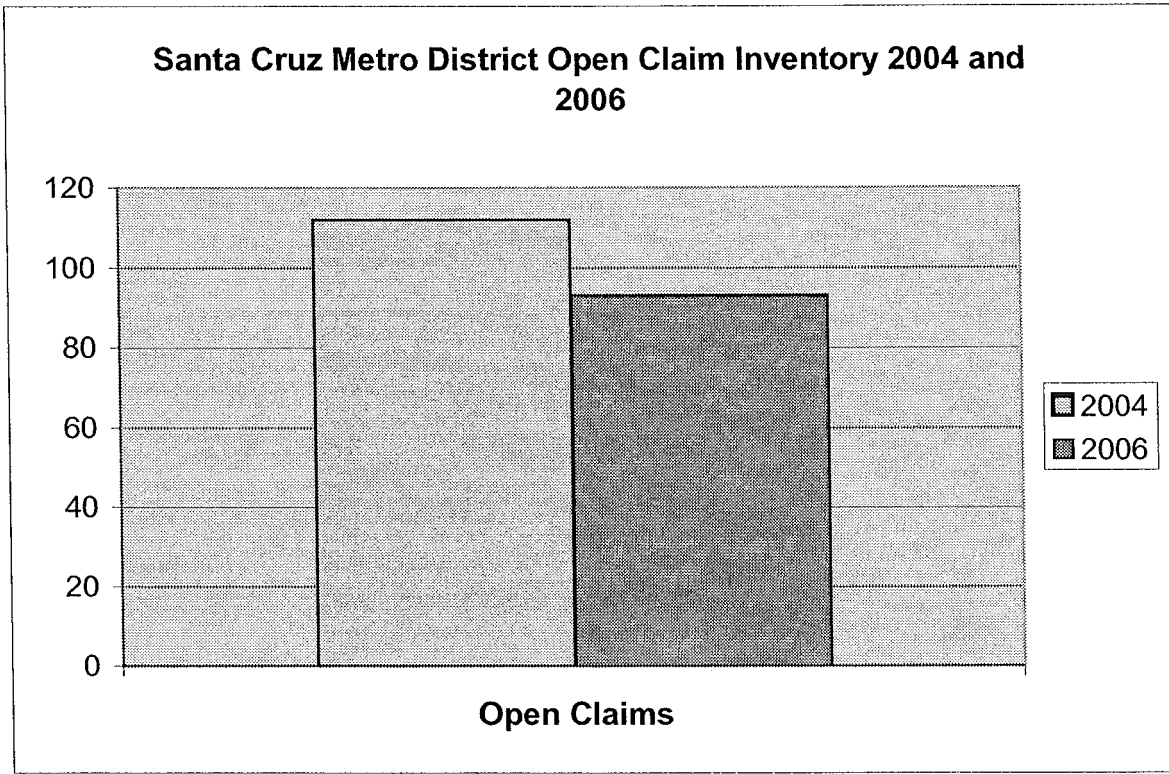
Santa Cruz Metro District Cashflow Comparison CY 2004, 2005, & 2006



S-13.a1

Attachment A

| | | |
|--------------------|-------------|-------------|
| | 2004 | 2006 |
| Open Claims | 112 | 93 |



5-13.61

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 04-08
WORKERS COMPENSATION CLAIMS ADMINISTRATION SERVICES**

This First Amendment to Contract No. 04-08 for workers compensation claims administration services is made effective March 1, 2007 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California (“District”) and Octagon Risk Services, Inc., a Sedgwick CMS Company (“Contractor”).

I. RECITALS

- 1.1 District and Contractor entered into a Contract for workers compensation claims administration services (“Contract”) on March 1, 2005.
- 1.2 The Contract allows for the extension upon mutual written consent.
- 1.3 Contractor requests a 2.5% increase in the fixed service fee for the new contract period
- 1.4 Contractor requests a change in the contract language to accurately reflect the current case load conditions and terms for reducing the monthly billing.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

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

This contract shall continue through February 28, 2008. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

- 3.1 Add the following to Article 5. COMPENSATION, Item 5.01:

Effective March 1, 2007, the annual fixed fee for services will be \$186,550.

IV. REMAINING TERMS AND CONDITIONS

- 4.1 Revision to Article 8. CLAIMS ADMINISTRATION, Item 8.12 to read as follows:

Contractor’s dedicated examiner for District files shall not have more than 150 indemnity and medical only files at any time. Contractor will reduce its monthly administrative fees should the District’s caseload of ~~134~~ 112 open claims (indemnity, **future medical** and medical only **transferred from Tri-Star**) be reduced by more than 15% in accordance with the following formula: For every claim

5-13.c1

(indemnity/~~future medical/ or~~ medical only) reduction over 15% (17 claims), Contractor shall deduct from its monthly billing \$~~100~~ 50 per claim as long as the number of claims in below 95.

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

V. AUTHORITY

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

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
OCTAGON RISK SERVICES, INC., A SEDGWICK CMS COMPANY

By _____

Kim Brown
Sedgwick Corporate Counsel

APPROVED AS TO FORM:

Margaret R. Gallagher
District Counsel

5-13.c2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

REVISED

DATE: February 23, 2007

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

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

I. RECOMMENDED ACTION

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

II. SUMMARY OF ISSUES

- METRO has operated a late-night trip on Route 71 that has been subsidized by the Seaside Company.
- The Boardwalk guaranteed the costs of the extra service that operated from the Boardwalk.
- The service has been extremely successful and the Boardwalk is again interested in providing the service.

III. DISCUSSION

METRO has again been approached by the Seaside Company (Boardwalk) staff to see if there is interest in again extending the starting point for the last Route 71 trip to include the Boardwalk. Their interest is due to the fact that a large number of their employees are young students living in Watsonville and the Metro bus service had ended before the end of the evening shift. They have “guaranteed” that METRO would not incur costs by agreeing to fund the cost of the route extension.

In the past, the Operations Department feels strongly that for consistency the service should run through the entire bid. The service will operate for 84 days, from June 14th to September 6th. The Boardwalk requires the late service for less than that period, but they have agreed to fully underwrite the cost of the service extension to the Beach area for the entire bid.

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

IV. FINANCIAL CONSIDERATIONS

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

V. ATTACHMENTS

Attachment A: None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007

TO: Board of Directors

FROM: Director Spence

**SUBJECT: OMNIBUS HISTORY INFORMATION INTRODUCED AT THE
JANUARY 26, 2007 BOARD MEETING WHICH WAS REQUESTED TO
BE INCLUDED IN A FUTURE BOARD OF DIRECTORS AGENDA
PACKET**

I. RECOMMENDED ACTION

This report is for information only- no action requested .

II. SUMMARY OF ISSUES

- The attached information was introduced at the January 26, 2007 Board meeting.
- The Board of Directors requested that it be included in a future Agenda Packet.

III. DISCUSSION

None.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Omnibus History

Attachment B: Copy of Certificate from Director Spence presented to former Director Mike Keogh at the January 26, 2007 Board meeting

5-18.1

History: the omnibus

The omnibus, the first organized public transit system, may have been originated in Nantes, France, in 1826, when a retired army officer who had built public baths on the city's edge set up a short stage line between the center of town and his baths. When he discovered that passengers were just as interested in getting off at intermediate points as in patronizing his baths, he shifted his focus. His new *voiture omnibus* ("carriage for all") combined the functions of the hired hackney carriage with the stagecoach that travelled a predetermined route from inn to inn, carrying passengers and mail. His omnibus featured wooden benches that ran down the sides of the vehicle; entry was from the rear.

Whether by direct emulation, or because the idea was in the air, by 1832 the idea had been copied in Paris, Bordeaux and Lyons. A London newspaper noted, July 4, 1829, that "the new vehicle, called the *omnibus*, commenced running this morning from Paddington to the City" This bus service was operated by George Shillibeer.

In New York, omnibus service commenced that same year, when Abraham Brower, an entrepreneur who organized volunteer fire companies, established a route along Broadway starting at Bowling Green; other American cities followed suit: Philadelphia (1831), Boston (1835), and Baltimore (1844). Typically the city governments granted a private company—generally a small stableman already in the livery or freight-hauling business—an exclusive franchise to operate public coaches along a specified route. In return, the company agreed to maintain certain minimum levels of service, which did not include upholstery, however. The New York omnibus moved right into urban consciousness. In 1831, New Yorker Washington Irving could remark of Britain's Reform Bill (finally passed in 1832): "The great reform omnibus moves but slowly".



"Omnibus," crayon and watercolor drawing by { HYPERLINK
"http://dictionary.laborlawtalk.com/Honor%E9_Daumier" }, 1864
(Walters Art Museum)

The omnibus had repercussions both in society and in urbanization. Socially the omnibus put urban people, even if for only half an hour, into unheard-of physical intimacy, squeezed together knee-to-knee in a democratic press that even the most liberal-minded of the middle class had scarcely experienced before (*illustration, left*). Only the very poor remained excluded. A new division in urban society now came to the fore, dividing those who kept carriages from those who did not. The idea of the "carriage trade," the folk who never set foot in the streets, who had goods brought out from the shops for their appraisal, has its origins in the omnibus crush.

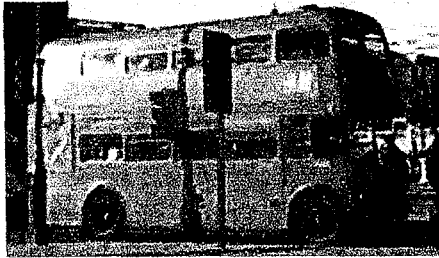
And the omnibus extended the reach of the North Atlantic post-Georgian, post-Federal city. The walk from the former village of Paddington to the business heart of London in the "City" was a good brisk stiff one for a young man in good condition. The omnibus offered a further availability to the inner city of its nearer suburbs.

More intense urbanization was to follow. Within a very few years, the New York omnibus had a rival in the streetcar: the first streetcar ran along The Bowery, which offered the very great improvement in amenity of

riding on smooth iron rails rather than clattering over granite setts, called "Belgian blocks." The new streetcars were bankrolled by John Mason, a wealthy banker, and built by an Irish contractor, John Stephenson. In urbanization, the streetcars, rather than the omnibus, held the future key.

When motorized transport proved successful after *ca* 1905, a motorized omnibus was sometimes called an **autobus**.

Types



"Routemaster" double decker bus in London

Many varieties of buses exist. In some countries of Latin America buses are very important as a primary means of transport and trade.

Tourist, public transport

A normal tourist bus carries about fifty passengers with their luggage, and may be considered the standard bus for long-distance travel. It is often usual to call such a vehicle a **coach**.

In buses meant for public transport, luggage space is often sacrificed in order to increase passenger capacity, although the exterior is only slightly smaller than that of a tourist bus. Public transportation buses may carry more than one hundred persons if standing passengers are allowed. In western industrialized countries such buses are usually only used for routes within cities or towns, but in some other countries they are also used for inter-city routes.

Intercity, motorcoach, commuter, transit buses in North America

An **intercity bus** or **motorcoach** in North America is a large bus that usually travels between cities, often for hours at a time. In the United States, national carriers such as Greyhound Lines offer intercity travel in 40 foot buses that hold up to 50 passengers and feature undercarriage luggage compartments, and lavatories. These buses often travel millions of miles during their service lifetimes due to their rugged steel and aluminum construction. Some of the more durable models may be in service for 25-30 years or even longer. Intercity bus services have become an important travel connection to smaller towns and rural areas in America that do not have airports or train service.

In the United States, a **commuter bus** or **transit bus** is usually operated by an urban-suburban bus line, a governmental public transit agency, or a contractor. It is used on public transit routes and generally must comply with the Americans With Disabilities Act (ADA). An increasing number of operations are using **articulated** commuter buses on routes with heavy ridership. However, several experimental uses of double decker buses have not proved them to be practical in U.S. operations other than for sightseeing groups.



Double-deckers, sightseeing in U.K.

The double decker is a bus designed in two stories in order to accommodate more passengers. Originally employed as a part of the London public transport system, in a distinctive red livery, they are extensively used throughout the United Kingdom and in a few other cities elsewhere, for example Bombay, Hong Kong, Singapore and Berlin.

5-18.02

Tour buses are a common tourist attraction in larger cities.

London's Routemaster is a specific model of the double-decker bus, which has been in service since the early 1960s, and has become something of an icon for London. It has an open rear platform for passenger entry and exit. The driver occupies a cab isolated from the passenger section and fare collection is the responsibility of a roving conductor. Routemaster are now being withdrawn from many routes and being replaced by either more modern double-deckers or single-deck articulated buses (below). However it is hoped that they can be retained on at least one route for heritage purposes.

Special sightseeing buses are variations of the tourist bus or the double decker and are generally constructed with large windows and/or an open top deck offering the best possible vantage point from inside a vehicle.

Articulated buses



Bendy bus in London

Jointed or **articulated** buses (also known as a bendy bus in some places) are yet another permutation for increasing passenger capacity in North America and around the world. Found almost exclusively in public transport use, these buses are so long that they would not otherwise be able to negotiate city traffic. To make them nimble enough they are fitted with an extra pair of wheels and a flexible joint (usually located slightly behind the midpoint of the bus, behind the second pair of wheels). Some models of articulated buses have a steering arrangement on the rearmost axle which turns slightly in opposition to the front steering axle, which allows the vehicle to negotiate turns in a somewhat crab-like fashion, an arrangement similar to that used on long hook-and-ladder fire trucks operating in city environs.

Some buses have two flexible joints, and these are called bi-articulated. Some rare combinations between double decker and jointed buses also exist, but neither are in common use.

Low floor buses

Low floor buses were developed towards the end of the 20th century and can increasingly be found all over the world.

Minibuses

Minibuses are smaller than the ordinary tourist or public transport bus, and are intended to carry from (about) eight to twenty passengers. Due to their smaller size they are often used on routes with few passengers, on narrow rural roads, or on routes where the service frequency is high. Many types are in use world-wide. In Kenya, Africa, they are called matatu, see Transportation in Kenya.

Electric Trolleybus

An electric trolleybus is a bus driven by electricity supplied from overhead wires by a pantograph or trolley.

5-18.a3

Guided bus

Guided buses are steered for part or all of their route by a track or rail.

Dedicated lanes, bus rapid transit

As part of a public transport network that shares the roads with other traffic, bus schedules cannot be as accurately maintained as those for other public transport systems. Some cities have tried to counter this by instituting special "bus lanes" that only public transport buses may use. Sometimes these lanes can also be used by taxis, bicycles and motorcycles. Some cities have *tidal bus lanes*, which only operate during the rush hour. Other cities have incorporated busways, which are essentially bus systems that run on special rights-of-way; this is a form of bus rapid transit.

Shuttle buses

Some buses are termed *shuttles*, after the weaving shuttle, because they operate on a fixed route and service another transport terminal, such as a rail station, port or airport, or between nearby locations in a traffic-congested area.

Neighborhood bus

A **neighborhood bus** is (at least in the Netherlands, *buurtbus*) a complementary public transport service with minibus by volunteer drivers in rural areas, where regular public transport is not feasible.

School bus



LAIDLAW School Bus

A **school bus** transports children between their homes and school. In the US a school bus is usually a distinctive yellow and is equipped with traffic warning lights and other safety equipment to be used when loading and unloading passengers. Usually operated by school districts or contract bus service providers, the **school bus** is used to transport children to and from school when they live beyond safe walking distances.

Busing for racial purposes (U.S.)

In some areas of the USA, a **busing** system has been used to achieve racial desegregation (children do not necessarily go to the nearest school, but to such a school that there is an appropriate racial mix).

Buses and segregation in the United States

Bus services were also a focal point in the American Civil Rights Movement of the 1950s and 60s in the United States. In 1955, after a long day of work, Rosa Parks, a black seamstress, was arrested for refusing to give up her seat to a white man on a public bus, bringing attention to the differential and degrading treatment of African-Americans through Jim Crow laws.

5-18.a4

Mike Keogh You'll be missed

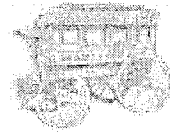
So you won't get too bored just sitting around, there's something to occupy your time or pick up a previous hobby!



Quintibus 1990s
USA 2c



Quintibus 1990s
USA 2c



My 2 cents about your resignation

CONCEPTS SUDOKU BY DAVE GREEN

Concepts Sudoku

by Dave Green

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | 9 | | | | 5 | 3 |
| | | | | 1 | 6 | | 9 |
| 8 | | 2 | | 9 | | | 4 |
| | | 3 | | 9 | | 2 | 7 |
| | 8 | | 5 | 4 | 7 | | 1 |
| | 7 | 6 | | 3 | | 9 | |
| 7 | | | 4 | 3 | | | 1 |
| 3 | | | 9 | 7 | | | |
| | 6 | 1 | | | | 3 | |

Difficulty Level ★

Sudoku is a number placing puzzle based on a 9x9 grid with several given numbers. The object is to place the numbers 1 to 9 in the empty squares so that each row, each column and each 3x3 box contains the same number only once.

ANSWERS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 7 | 4 | 8 | 2 | 9 | 1 | 5 | 3 |
| 9 | 5 | 1 | 2 | 3 | 6 | 4 | 7 |
| 1 | 2 | 6 | 5 | 7 | 8 | 9 | 3 |
| 9 | 7 | 3 | 1 | 4 | 2 | 6 | 8 |
| 6 | 2 | 5 | 8 | 7 | 3 | 1 | 4 |
| 1 | 3 | 4 | 9 | 2 | 6 | 8 | 7 |
| 4 | 8 | 2 | 1 | 6 | 3 | 5 | 7 |
| 3 | 6 | 9 | 7 | 5 | 4 | 2 | 8 |

A cent for each year on the Metro Board of Directors

Pat Spence January 26, 2007



5-18.61

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
SUBJECT: EQUAL EMPLOYMENT OPPORTUNITY PLAN STATISTICAL INFORMATION

I. RECOMMENDED ACTION

Informational report, no action required.

II. SUMMARY OF ISSUES

- At the December 8, 2006 Board meeting, when the 2006 - 2008 Equal Opportunity Plan (EEOP) was adopted, the Board reviewed some of the statistics included in the plan document.
- The EEOP includes the number of terminations for cause from January 1, 2003 through December 31, 2005.
- The Human Resources Manager was asked to determine if the level of training provided might have affected the terminations for cause for minority employees.

III. DISCUSSION

There were five minority individuals terminated for cause between January 1, 2003 and December 31, 2005. The five individuals included senior and probationary employees.

The Human Resources Manager reviewed the specific circumstances for each of the terminations to determine if the level and/or kind of training provided to each employee had in any way affected the termination decision.

In reviewing the specific reasons for each termination it is clear that the level of training each employee received was not a determining factor of the terminations. Two of the individuals were terminated because of a violation of METRO's rules and regulations. Three individuals were terminated due to a failure to perform despite being provided with additional training and/or an extension of the probationary period when appropriate.

5-19.1

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: None

5-19.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: February 23, 2007
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel
SUBJECT: **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH PAT PIRAS CONSULTING FOR CONSULTANT SERVICES SPECIFICALLY FOR ADA/504 MATTERS**

I. RECOMMENDED ACTION

Authorize METRO'S General Manager to execute a contract with Pat Piras for Consultant Services for ADA/504 matters.

II. SUMMARY OF ISSUES

- There is a need for METRO to consult with an expert in the specific areas of the Americans with Disabilities Act (ADA) and the Rehabilitation Act (Section 504) matters, and to provide legal advice to METRO staff regarding METRO's fixed route and paratransit services, and other related legal issues.
- Pat Piras entered into a contract with METRO on July 1, 2005 to provide ADA/504 Review Services. Pat Piras Consulting is in the process of completing her evaluation of METRO's ADA/504 programs, services and activities. The Review will be completed by June 2007.
- Attachment B is Pat Piras' resume, which details her experience and expertise in matters concerning ADA/504 issues.

III. DISCUSSION

On January 24, 2003 Santa Cruz METRO's Board of Directors modified the District's ADA complaint procedures to include an evaluation of District's programs, activities and services to determine whether they are accessible to disabled individuals. This policy change was designed to complete an evaluation of METRO's current services, programs and activities in order to determine whether METRO does or does not meet the requirement of the ADA/504 statutes and regulations.

On June 24, 2005, Santa Cruz METRO's Board of Directors awarded the contract to Pat Piras Consulting to evaluate METRO's ADA/504 Programs and Activities to ensure METRO's compliance with ADA/504 statutes and regulations. On July 1, 2005 Pat Piras Consulting entered into a contract with METRO to provide a review of its programs, activities and services. The contract was extended through June, 2007.

During this period when Pat Piras was evaluating METRO's programs, activities and services, METRO staff was impressed with Ms. Piras' expertise in the ADA and 504 areas. Additionally, it was evident that Ms. Piras is well known throughout the transit industry as both an advocate for Disability Rights and a consultant on ADA/504 issues. From time to time, METRO staff has a need for an expert in these areas who can assist in sorting through these complex laws and regulations. METRO staff believes that it is in METRO's best interests to contract with Pat Piras Consulting regarding the ADA/504 issues.

Pat Piras' hourly rate is \$135. Lawyers with similar expertise would charge a minimum of \$180 per hour or higher.

IV. FINANCIAL CONSIDERATIONS

The current hourly rate for Pat Piras Consulting is \$135.00. It is unknown what the actual annual cost for the services will be, as it will be dependent on how many issues arise and the complexity of the issues. The contractual services, however, should not exceed \$5,000.00 during the first year of the contract.

V. ATTACHMENTS

Attachment A: Draft contract

Attachment B: Pat Piras' resume

5-20.2

THIS AGREEMENT, made and entered into this 1st day of March, 2007, by and between PAT PIRAS CONSULTING, hereinafter called "PIRAS", and the Santa Cruz Metropolitan Transit District, hereinafter called "METRO".

WITNESSETH:

WHEREAS, PIRAS is a consultant regarding the Americans with Disabilities Act and the Rehabilitation Act (ADA/504) matters, and

WHEREAS, METRO desires to contract with PIRAS for consultation services as hereinafter described, and

WHEREAS, PIRAS is agreeable to providing such services, when possible, in accordance with the terms and conditions recited herein,

NOW, THEREFORE, the parties do hereby agree as follows:

1. PIRAS, in consideration of the covenants, conditions, agreements and stipulations hereinafter expressed, does hereby agree to furnish to METRO the following services:
 - A. To assist METRO staff in making presentations to the Board of Directors and/or to any federal or state agency; and
 - B. To assist and provide advice to METRO staff and its counsel, to assist in determining whether or not METRO is in compliance with all ADA/504 statutes and regulations.
2. PIRAS shall when possible, assist METRO when requested.
3. PIRAS shall be compensated by METRO for such consultation services described herein at the rate of \$135.00 per hour, which rate shall include the services of her agents, and her clerical and administrative support.

PIRAS will keep a record of the work performed and these records shall be available for inspection by METRO. Billing for services shall be made monthly during any period for which work is performed. METRO shall be obliged to pay Piras for work accepted when billings are approved.

PIRAS shall cease work on any project upon METRO'S request, whereupon payment shall only be made for work already performed.

CONSULTING SERVICES AGREEMENT

4. It is understood and agreed by METRO that the services offered by PIRAS under this agreement are solely at the discretion of PIRAS, and the acceptance by PIRAS of any assignment shall be dependent upon the nature of the work involved and the timing of the assignment as it may relate to, or affect, PIRAS' own scheduled workload.

PIRAS shall be under no obligation to provide any services under this agreement. If PIRAS cannot perform the services requested by METRO, she shall notify METRO within three (3) working days that she cannot perform the requested work. Once PIRAS accepts and begins work on any specific issue she shall complete the work in a timely manner in accordance with METRO'S requested timing of the project.

METRO shall submit all requests, in writing, to PIRAS for acceptance of work on each individual issue desired. Each request so submitted shall specify the nature of the work required, and the estimated timing of METRO'S proposed project.

5. Nothing contained herein shall preclude METRO from contracting with other persons or entities for the same or similar services.
6. METRO shall provide information regarding ADA/504 matters necessary to the performance of work by PIRAS.
7. All persons employed or contracted with by PIRAS to furnish the services required hereunder shall not be considered employees of the METRO.
8. PIRAS shall carry errors and omissions insurance coverage and public liability insurance covering all liability that may arise in connection with the legal services described herein. Such coverage shall be in the minimum of \$1,000,000 per occurrence; shall name METRO as an additional insured; shall be primary and not excess to any coverage carried by METRO; and shall not be cancelled, limited, modified, or allowed to expire without prior written notice to METRO.
9. Time is of the essence in this Agreement.
10. No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

CONSULTING SERVICES AGREEMENT

11. In the even that suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees.

No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

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

METRO:

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
370 Encinal Street, Suite 100
Santa Cruz, CA 95060
Attention: District Counsel

PIRAS:

PAT PIRAS CONSULTING
892 Grant Avenue
San Lorenzo, CA 94580

13. Attached to this Agreement and incorporated herein by reference are the Federal Transit Administration requirements for non-construction contracts. METRO and PIRAS are required to adhere to the provisions of these federal requirements. For purposes of these requirements PIRAS shall be referred to as CONTRACTOR.
14. PIRAS shall at all times during the term of this Agreement have the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the Scope of Work in a timely, professional manner so as to meet or exceed the provisions of this Agreement.

CONSULTING SERVICES AGREEMENT

- 15. This agreement is not assignable by PIRAS either in whole or in part and any attempted assignment shall be void. This agreement may be amended only by written instrument signed by duly authorized representatives of both METRO and PIRAS.
- 16. Commencement of the work shall be on March 1, 2007, and shall continue on an as-needed basis for three years until February 28, 2010.
- 17. This Agreement may be terminated by either party by sending written notification one (1) month prior to such termination.
- 18. Each party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into it.

IN WITNESS THEREOF, this Agreement has been executed in duplicate by and on behalf of the parties hereto.

SANTA CRUZ METROPOLITAN TRANSIT
DISTRICT

PAT PIRAS CONSULTING

BY: _____
Leslie White, General Manager

BY: _____
PAT PIRAS

DATE: _____

Date: _____

APPROVED AS TO FORM:

Margaret Gallagher, District Counsel

Resume of Patrisha Piras

Experience:

Pat Piras Consulting, San Lorenzo, California

January 2001 to Present, Position: *Principal/Director*

Responsible for day-to-day consulting work, business development and client relations for a transit/paratransit management consulting firm in Northern California. Clients include public agencies, private sector firms, and community organizations. Recent assignments include:

- ADA/504 Compliance Review of Facilities, Activities and Services for Santa Cruz Metropolitan Transit District, CA
- Update of ADA Paratransit Plan and in-person eligibility recertification program for Hampton Roads Transit, VA
- ADA Technical Assistance & Special Reviews (Insight Enterprises/Peninsula Center for Independent Living, Hampton Roads Transit, Access Services, Link Transit, King County Transit, MV Transit)
- "ADA Regulations" trainings for California RTAP program
- Explanation of ADA transportation issues to staff of Internal Revenue Service
- Trainings for community groups regarding Environmental Justice issues in transportation

Laidlaw Transit Services, Overland Park, Kansas

1997 to 2000, Position: *Director of Paratransit*

Responsible for compliance oversight for paratransit services of national management firm.

Examples of duties included:

- Development of disability training and evaluation programs for management and operations personnel
- Training for new project start-ups
- Evaluation of project improvements and performance recoveries/turn-arounds
- Assisted Safety staff with development and delivery of training materials

International Institute for Surface Transportation Policy Studies (now The Mineta Transportation Institute) at San Jose State University, San Jose, California

1993 to 1997, Position: *Director of Research Programs*

- Oversaw policy research program and all research projects, including overall editorial review
- Managed work of faculty and student researchers
- Primary liaison to federal & state funding agencies and private project sponsors
- Management of information resources, including website and Institute library
- Supervised staff and student assistants

Specific projects in developing the Institute's initial research program included:

- The Information SuperHighway and California Societal Changes
- Analysis of Federal Budget "Outlay" Rates on Transportation Funding
- Public/Private Partnerships for Transit-Oriented Development
- Development of an International Conference on Surface Transportation Policy Issues
- NAFTA's Transportation Impacts on California
- Security Issues for Transportation Agencies and Facilities

5-20. b1

Pat Piras Consulting Services, San Lorenzo, California

1986 to 1993. Position: *Principal/Sole Proprietor*

- Conducted public transit planning and service evaluation studies
- Advised public agencies and private sector clients
- Responsible for all proposal development, financial & recordkeeping activities

Examples of specific projects included:

- Financial Analysis for SF Bay Area Regional Paratransit Plan
- Volunteer Transportation Study (Portland, OR)
- Social Service Transportation Inventory & Action Plan (Mendocino County)
- Triennial Performance Audits for rural and small operators
- Transit Development Plans (North San Luis Obispo County, Nevada County, San Bernardino Access)
- Development and Evaluation of RFPs for Transit & Paratransit Services
- Feasibility Study of Transportation for Two Private Hospitals
- Service Reliability Study (Central Contra Costa Transit)
- Evaluation and Comparison of Private Sector Transit Service Contracting (Santa Clara CTA)

Metropolitan Transportation Commission, Oakland, California

1979 to 1986. Position: *Senior Planner/Analyst*

- Administered State and Federal funding programs
- Oversaw annual budget analysis of transit operators
- Developed policy/action recommendations to Agency Committees
- Represented Agency to public, policy bodies, Federal & State agencies
- Staff Liaison to Advisory Committees
- Directed activities and training of professional/clerical staff
- SCR 74 (Peninsula Mass Transit) Study, Team Leader

Dave Systems, Inc. (subsequently DAVE Transportation), various locations in New Jersey and California

1973 to 1979, *Multiple positions*

- Operations Manager for Dial-A-Ride and "E&H" Paratransit systems (Turlock and San Mateo County, CA)
- Development, Implementation, and Evaluation of New Systems throughout California
- Training Specialist: developed company-wide Operations & Empathy programs, wrote first Procedures Manual for Demand-Responsive Transit Services
- Dispatcher/Scheduler for original federal (UMTA Service & Methods Demonstration program) general public Dial-A-Ride in Haddonfield, NJ

Education:

- Juris Doctor, Hastings College of the Law, University of California
- Bachelor of Science, Mathematics, Pennsylvania State University
- Graduate courses completed in Instructional Media, Statistics, Marketing Research

5-20.62

Publications/Presentations:

- “The Politics of Mobility: Tools for Equitable Mobility”, TRB Conference on Rural & Intercity Public Transportation (2004) and TRB Annual Meeting (2005)
- Organizer/moderator/presenter for sessions on Environmental Justice at several APTA Conferences (2004 Annual Meeting, 2002-2005 Bus & Paratransit, 2003 Rail)
- “TDA History: The Role of Lawsuits”, CalACT 2004
- Organizer/Team Leader, “The Great Dispatching Challenge (manual vs. computer)”, CalACT, 2004
- “Making the Hard Choices in ADA Service Decisions: What Board Members Need to Know”, APTA Transit Board Members Conference (2001 and 2002), APTA Bus & Paratransit Conference (2002)
- ADA Issues session for “Paratransit Scheduling & Dispatching”, University of Wisconsin/ Milwaukee Extension Program, 1990 to 1997
- “Issues Relating to Transportation of HIV-positive Passengers”, COMOTRED (International Conference on Transportation for Elderly & Disabled), Lyons, France, 1992
- “Working Together: Citizen Participation Makes a Difference”, COMOTRED, Cambridge, England, 1981.

Professional Affiliations:

- Publicly-elected member of the Board of Directors, Alameda-Contra Costa Transit District, Oakland, CA (1990 – 2004)
- Only consultant appointed by USDOT to Federal Advisory Committee on Americans with Disabilities Act (1991)
- American Public Transportation Association (APTA)
 - Chair, At-Large Members of the Legislative Steering Committee
 - Co-Chair, Paratransit Subcommittee of Access Committee
 - Vice-Chair, Environmental Justice Subcommittee of Policy & Planning Committee
 - Member, Task Force on Coordination
 - Member, Research & Technology Committee
 - Former member, Transit Boards Committee.
- Transportation Research Board (TRB), National Academy of Sciences
 - Current member of Committees on Paratransit, Environmental Justice, Rural Public transportation & Intercity Bus, and Social & Economic Factors in Transportation
 - Panelist, Transit Cooperative Research Program
 - Appointed member, Committee on Congressional Study of Contracting Out Transit Services
 - Former member of Committee on Public Involvement in Transportation, Committee on Accessible Transportation and Mobility, and Committee on Local Transportation Finance.
 - Steering Committee, National Conferences on Accessible Transportation
 - Steering Committee, National Conferences on Rural & Intercity Transportation
- California Association for Coordinated Transportation (CalACT), Founding Member
- California Attorney General's Commission on Disabilities (Volunteer)
- Conference of Minority Transportation Officials (COMTO) – Northern Calif. Chapter
- Women's Transportation Seminar (WTS), Bay Area Chapter Founding Member
- State Bar of California - Member #87590 (inactive)

5-20.63

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Ciro F. Aguirre, Manager of Operations
**SUBJECT: CONSIDERATION OF INFORMATION REGARDING SECURITY AT
THE WATSONVILLE TRANSIT CENTER**

I. RECOMMENDED ACTION

This report is for information only – no action requested.

II. SUMMARY OF ISSUES

- Watsonville Transit Center is METRO's second largest transfer facility servicing routes 69A, 69W, 71, 72, 74, 75, 76, 79, 91, Monterey Salinas Transit routes 27 & 29, eight (8) Greyhound schedules and a variety of taxi services.
- The Watsonville Transit Center has four leased areas occupied by concessionaires providing a variety of consumables for local and traveling customers.
- Demographic growth in the city of Watsonville and surrounding areas has increased patronage at the Watsonville Transit Center.
- Watsonville Police have increased patrols, but there continues to be a significant number of unfavorable incidents reported by customers, vendors, and bus operators. Private security is not available at the Watsonville Transit Center.

III. DISCUSSION

The Watsonville Transit Center (WTC) is METRO's second largest transfer facility in the Santa Cruz County, servicing routes 69A, 69W, 71, 72, 74, 75, 76, 79, 91, Monterey Salinas Transit routes 27 & 29.

Greyhound Bus Lines has eight (8) schedules arriving and departing, and there are three (3) taxi firms providing services. It is also a drop off point for the California Department of Corrections (CDC).

The WTC presently provides leased areas for four (4) concessionaires selling a variety of items consisting of fast foods, snacks and apparel items. The clientele base for these vendors has been established serving school children, community locals, daily commuters, and infrequent travelers.

The demographic growth experienced over the years by the City of Watsonville, the County of Santa Cruz, and surrounding areas has resulted in increased patronage at the WTC. In 2006, due to increased number of persons frequenting the WTC, reported instances of undesirable behavior significantly increased.

5-21.1

In August 2006 the Metro Advisory Committee (MAC) held discussions regarding WTC security. Staff outlining a variety of schedules and cost estimates submitted proposals for contracted security services being expanded to the WTC. At the request of MAC, a meeting was held on October 12, 2006 with Watsonville Chief of Police, Terry Medina, MAC, and METRO representatives. At this meeting it was agreed that Watsonville Police Officers would increase patrols to the WTC. Further discussions on expanding security services were postponed pending review of the effects increased police patrols would have on security.

Since October 2006 these additional patrols improved conditions significantly at the WTC, but in February 2007 resurgence in customer, vendor, and bus operator concerns regarding undesirable behavior have been reported prompting a review for providing private security at the WTC.

IV. FINANCIAL CONSIDERATIONS

The selection of an option for increased security at the Watsonville Transit Center will have a financial impact that will depend upon the level of service provided. Attachment A provides various schedule and cost proposals for security services.

V. ATTACHMENTS

Attachment A: Watsonville Transit Center Security Proposals

5-21.2

February 23, 2007

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Watsonville Transit Center Security Proposal

The following will reflect estimated proposals for providing security at the Watsonville Transit Center (WTC). Rates are for current contract with security service provider NCLN20.

Security Officer Regular Rate - \$18.50 Overtime Rate - \$25.90

Proposal 1 – Twenty-four (24) Hours/Seven (7) Days Per Week:

| | | |
|--------------------------|----------------------|----------------------|
| Contractual Holidays = 7 | 24 x \$25.90 x 7 = | \$ 4,351.20 |
| Remaining Days = 358 | 24 x \$18.50 x 358 = | \$ 158,952.00 |
| | Total | \$ 163,303.20 |

Proposal 2 - Based on Current WTC Lobby Hours:

Lobby Hours - 6:30am - 9:00pm

Total Hours – 14.5

| | | |
|--------------------------|------------------------|---------------------|
| Contractual Holidays = 7 | 14.5 x \$25.90 x 7 = | \$ 2,628.85 |
| Remaining Days = 358 | 14.5 x \$18.50 x 358 = | \$ 96,033.50 |
| | Total | \$ 98,662.35 |

Proposal 3 - Based on Current Schedule of METRO Bus Service:

Weekdays - Monday through Friday:

First Inbound Schedule - 5:40am Last Outbound Schedule - 12:45am

Weekends - Saturday and Sunday:

First Inbound Schedule - 6:00am Last Outbound Schedule - 12:45am

Proposed security schedule for weekdays and weekends- 5:30am to 1:00am.

Total Hours. - 19.5

| | | |
|--------------------------|------------------------|----------------------|
| Contractual Holidays = 7 | 19.5 x \$25.90 x 7 = | \$ 3,535.35 |
| Remaining Days = 358 | 19.5 x \$18.50 x 358 = | \$ 129,148.50 |
| | Total | \$ 132,683.85 |

Proposal 4 - Based on highest level of activity reported.

Weekdays and Weekends

Report 2:00pm to 10:30pm.

Total Hours - 8.5

| | | |
|--------------------------|-----------------------|--------------------|
| Contractual Holidays = 7 | 8.5 x \$25.90 x 7 = | \$ 1,541.05 |
| Remaining Days = 358 | 8.5 x \$18.50 x 358 = | <u>\$56,295.50</u> |
| | Total | \$57,836.55 |

Proposal 5 - Split Guard Schedule - Weekdays only

Weekdays - Monday through Friday

Report 5:30am to 7:30am = 2 hours

Report 8:30pm to 1:00am = 4.5 hours

Total Hours -- 6.5

The purpose would be to provide security for two hours starting at 5:30am until 7:30am. Security would be on site for one-hour prior and one hour after lobby has opened. Security would then report for four hours starting at 8:30pm, half hour prior to lobby closing, until 1:00am, providing security on site for fifteen minutes after last bus arrives.

Split Guard Schedule - Weekends Saturday, Sunday & Holidays

Report 8:30pm to 1:00am

Total Hours - 4.5

Lobby opens at 6:30am first bus departs 6:05am, twenty-five minutes before opening. Weekends consist of a limited number of persons present at the earliest hours. Security would report for four and one half hours starting at 8:30pm, until 1:00am, fifteen minutes after last bus arrives.

| | | |
|--------------------------|-----------------------|--------------------|
| Contractual Holidays = 7 | 4.5 x \$25.90 x 7 = | \$ 815.85 |
| Weekdays = 253 | 6.5 x \$18.50 x 253 = | \$30,423.25 |
| Weekend days = 105 | 4.5 x \$18.50 x 105 = | <u>\$ 8,741.25</u> |
| | TOTAL | \$39,980.35 |

Proposal 6 -- Late Night Security only

Weekdays Monday through Friday / Weekends Saturday, Sunday & Holidays
Report 8:30pm to 1:00am

Total Hours - 4.5

| | | |
|--------------------------|-----------------------|--------------------|
| Contractual Holidays = 7 | 4.5 x \$25.90 x 7 = | \$ 815.85 |
| Remaining Days = 358 | 4.5 x \$18.50 x 358 = | <u>\$29,803.50</u> |
| | TOTAL | \$30,619.35 |

Proposal 7 -- Split Guard Times-Extended Evening Hours

Weekdays - Monday through Friday

Report 5:30am to 7:30am = 2 hours
Report 7:00pm to 1:00am = 6 hours

Total Hours - 8

Weekends - Saturday, Sunday & Holidays

Report 7:00pm to 1:00am

Total Hours - 6

| | | |
|--------------------------|---------------------|--------------------|
| Contractual Holidays = 7 | 6 x \$25.90 x 7 = | \$ 1,087.80 |
| Weekdays = 253 | 8 x \$18.50 x 253 = | \$37,444.00 |
| Weekend days = 105 | 6 x \$18.50 x 105 = | <u>\$11,655.00</u> |
| | TOTAL | \$50,186.80 |

A variety of coverage combinations may be applied adding or reducing hours at various times for changing circumstances.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Board Chair present them with awards.

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

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

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

EMPLOYEE RECOGNITION

TEN YEARS

Carol Moore, Bus Operator
Tyrone A. Phillips, Bus Operator
Michael L. Reynolds, Bus Operator

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

None

THIRTY YEARS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: February 23, 2007

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF RESOLUTION MODIFYING METRO'S BYLAWS TO REMOVE MASTF AS AN ADVISORY GROUP TO THE BOARD OF DIRECTORS AND TO CHANGE THE MILEAGE ALLOWANCE FOR METRO STAFF REQUIRED TRAVEL EXPENSE, PURSUANT TO IRS PUBLICATION 463, UPDATED ANNUALLY

I. RECOMMENDED ACTION

Approve METRO's Bylaws as set forth in Attachment C which removes MASTF from Section 14.01b and allows mileage reimbursement in Attachment B, pursuant to IRS Publication 463, updated annually.

II. SUMMARY OF ISSUES

- Every year, METRO's Board of Directors reviews its Bylaws to determine if any changes are necessary.
- Santa Cruz METRO's enabling statute provides that the Board of Directors shall make its own rules of procedure and determine the place and time of its meetings (Public Utilities Code Section 98105).
- There is a need to eliminate MASTF from the Bylaws, in Section 14.01(b) as MASTF is no longer a viable organization.
- There is also a need to revise the mileage allowance from last year's amount of 44.5 cents per mile for travel allowance to the IRS published 2007 allowance rate of 48.5 cents per mile. Rather than changing this amount every year, it is recommended that language be adopted that would automatically allow for the allowance to be updated in accordance with IRS Publication 463.

III. DISCUSSION

Generally, on an annual basis, the METRO Board of Directors reviews its bylaws to determine if modifications are warranted. METRO's enabling statute provides that the Board of Directors shall make its own rules of procedure and determine the place and time of its meetings (Public Utilities Code section 98105). Additionally, Public Utilities Code section 98132 provides that the Board shall establish rules for its proceedings.

Two particular issues in the Bylaws need to be reviewed for proposed modifications. First, Section 14.01(b)(i)-ii) provides that the Metro Accessible Services Transit Forum

(MASTF), an independent voluntary organization, is recognized by the Board of Directors as an advisory group on issues relating to METRO's provision of accessible transportation services. Camille Pierce, the President of MASFT, has advised that MASTF no longer exists. Ms. Pierce indicated that although she tried very hard to maintain MASTF's existence, she was unable to keep the group viable. As a result it is recommended that Section 14.01(b)(i)-(ii) be eliminated from the Bylaws.

Secondly, there is a need to update the mileage allowance from last year's IRS amount of 44.5 cents per mile to the current rate of 48.5 cents per mile. However, rather than continue to set a specific amount it is requested that the following language be inserted into Exhibit B of the Bylaws: "IRS Publication 463 as updated annually". METRO has relied on the IRS Publication 463 to establish the mileage allowance rate. Using the more general language will eliminate the need to amend the Bylaws annually in this area.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

- Attachment A:** Proposed changes to pertinent sections of METRO's Bylaws
Attachment B: Exhibit B – Modified
Attachment C: Bylaws Resolution as modified

taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting.

(ii) The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to the Transit District's business. Appointments to advisory committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:

(iii) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District: Its purpose is to advise the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned. The committee may also address issues which committee members or the public raise with respect to the quantity and quality of services provided by METRO. MAC shall be composed of 11 members appointed by the Board of Directors. Each director shall nominate one individual to serve as members of the MAC. The Board of Directors shall approve bylaws to be followed by MAC.

(b) ~~Metro Accessible Services Transit Forum (MASTF)~~

~~(i) The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization that provides advice to the Santa Cruz Metropolitan Transit District Board of Directors and District management and staff regarding the best methods and resources for providing accessible transportation services to the public. MASTF reviews Metro programs for compliance with §504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and all other appropriate local, state and federal laws and regulations.~~

~~(ii) The District shall regularly send one staff member to the MASTF meetings and this person shall share information from the District and gather concerns from MASTF. The District shall help in the preparation and distribution of meeting notices and agendas. Information on MASTF will remain in the Headways publication.~~

| Reimbursable | Rates |
|---|----------------------|
| Transportation: | |
| Airporter (e.g. shuttle) | \$40.00 |
| Bridge tolls | \$7.00 |
| Cab, per person, per trip | \$20.00 |
| Parking at airport, per day | \$25.00 |
| Parking at hotel, conference center, per day | \$50.00 |
| Personal vehicle mileage to/from airport/conference, per mile | IRS Publication 463* |
| Public transportation (e.g. bus, subway), per trip/Daypass | \$15.00 |
| Rental Car (includes insurance) per day | \$75.00 |
| Meals: | |
| Breakfast | \$20.00 |
| Lunch | \$25.00 |
| Dinner | \$50.00 |
| Tips for meals (15% maximum) | |
| Personal Items: | |
| Personal calls, one call per day | \$10.00 |
| Not Reimbursable | |
| Transportation: | |
| Baggage Claims | |
| Cab (personal) | |
| Tips to cabs | |
| Tips for luggage handling | |
| Meals: | |
| Alcoholic Beverages | |
| Meals for others (e.g. spouses, personal guests) | |
| Meals upon return to Santa Cruz County | |
| Snacks | |
| Personal Items: | |
| Housekeeping tips | |
| Clothes cleaning | |
| Clothing | |
| Entertainment (e.g. in-room pay movies, video rentals) | |
| Hair care | |
| Personal items (e.g. toothpaste) | |
| Shoeshine | |
| Souvenirs/Gifts | |
| Trip Insurance | |
| Lodging: | |
| Other than self (e.g. spouse, personal guests) | |

*updated annually

RESOLUTION NO. 69-2-1
Amended 1-21-83, 6-16-89, 8-21-92,
4-15-94, 4-21-95, 4-27-97, 9-18-98,
4-16-99, 11-19-99, 6-16-00, 6-08-01,
6-15-01, 9-21-01, 02-15-02, 06-21-02,
09-27-02, 10-10-03, 12-19-03, 09-24-04,
and 12-17-04; 02-24-06

On the Motion of Director: _____

Duly Seconded by Director: _____

Is Hereby Amended: 02-23-07

**A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS
ESTABLISHING RULES, REGULATIONS, AND PROCEDURES FOR,
AND THE TIME AND PLACE OF MEETINGS OF THE BOARD; AND
CREATION OF OTHER OFFICES**

I. REGULAR MEETINGS

1.01 Regular Meetings; Time

- (a) Regular meetings of the Board of Directors shall be held on the second Friday of each month from 9:00 a.m. to not later than 11:00 a.m. and on the fourth Friday of each month from 9:00 a.m. to not later than noon. The Board of Directors may extend the meeting times as necessary through Board action. Notwithstanding the foregoing, if a regular meeting falls within 5 working days of a recognized District holiday, i.e., Thanksgiving, Christmas or New Year's Day, the Board of Directors shall reschedule the meeting to a more convenient date. The regular meeting schedule shall be published for the upcoming year and approved by the Board of Directors during October of each year.
- (b) The regular meeting on the second Friday of the month shall primarily be in a workshop format to review matters that may be agendaized for the Regular Board Meeting scheduled for the fourth Friday of the month. However, the Board of Directors may take action at either regular Board meeting pursuant to the agenda prepared in accordance with California law and these Bylaws.

1.02 Regular Meetings; Place

- (a) The Regular meeting of the Board of Directors on the second Friday of the month shall be convened in the Encinal Conference Room at Santa

Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. The Regular meetings of the Board of Directors on the fourth Friday of the month shall be convened in the Santa Cruz City Council Chambers, City Hall, 809 Center Street, Santa Cruz, California, except that in the following months the meetings will be held at the specified locations: May: Capitola City Council Chambers located at 420 Capitola Avenue, Capitola, California; November: Watsonville City Council Chambers located at 250 Union Street, Watsonville, California.

- (b) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet in the place designated above, the meeting shall be held for the duration of the emergency or unsafe condition at the place designated by the Chair of the Board of Directors in a notice to the local media that have requested notice in writing, by the most rapid means of communication available at the time. A notification advising the public of the changed meeting location during the emergency or unsafe condition shall be posted on the door of the regular meeting room by the Secretary/General Manager, unless circumstances prevent her/him from doing so.
- (c) The Board of Directors shall not conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, veteran status, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase.

1.03 Regular Meetings; Open to the Public

- (a) Meetings of the Board of Directors shall be open and public and all persons shall be permitted to attend except as otherwise allowed by law or when a closed session is authorized pursuant to applicable state law and properly noticed in accordance therewith.
- (b) A Spanish-bilingual interpreter shall be present and available for translations at the Regular Board Meeting held on the fourth Friday of the month.

1.04 Closed Sessions: State Reasons and Legal Authority; Scope of Coverage; Notice; Reporting Out

- (a) Prior to holding any closed session, the Board of Directors shall disclose,

7.c2

in an open meeting, the item or items to be discussed in the closed session. The disclosures may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the Board of Directors may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.

- (b) After any closed session, the Board of Directors shall convene into open session prior to adjournment and shall make any disclosures required by state law of action taken in the closed session.

II. AGENDA

2.01 Agenda; Notification and Posting

- (a) In order to facilitate the orderly conduct of the business of the Board of Directors, all reports, communications, resolutions, or other matters to be submitted to the Board of Directors shall be submitted to the Secretary/General Manager not later than 12:00 noon on the Friday two weeks prior to the date of the regular Board of Director's meeting scheduled for the second Friday of the month.
- (b) The Chair, in consultation with the Secretary/General Manager, shall arrange the agenda and shall furnish a copy of it to each member of the Board, to the District Counsel, to the County Administrative Officer, and to the City Manager of Santa Cruz, Capitola, Watsonville and Scotts Valley not later than the Tuesday in the week of a Regular Board meeting; the agenda shall be posted on the Official Bulletin Board for the public at the Administrative Office of the Santa Cruz Metropolitan Transit District at least 72 hours preceding each regular Board meeting.
- (c) The agenda shall contain a brief description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.

2.02 Agenda; Public Input

Every agenda for regular open meetings shall provide an opportunity for members of the public to directly address the Board of Directors on items of interest to the public, before or during the Board's consideration of the item, that

7.03

is within the subject matter jurisdiction of Santa Cruz Metropolitan Transit District, provided that no action shall be taken on any item not appearing on the agenda unless the Board complies with Section 2.03 below.

2.03 Agenda; Action Taken Not on Agenda

- (a) No action or discussion shall be taken on any item not appearing on the posted agenda except that members of the Board of Directors present at the meeting or District staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, Directors or District staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Director or the Board itself may, subject to the District's rules and regulations, provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or, take action to direct staff to place a matter of business on a future agenda.
- (b) Notwithstanding subdivision (a) above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this section, the Chair of the Board of Directors shall publicly identify the item.
 - (i) Upon a determination by a majority vote of the Board of Directors that an emergency situation exists, as defined in Section 4.01(b) herein;
 - (ii) Upon a determination by a two-thirds vote of the Directors present at the meeting, or, if less than two-thirds of the members present at the meeting, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted; or
 - (iii) The item was posted pursuant to a prior meeting of the Board of Directors occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

7.04

2.04 Agenda; Other Distributed Writings

- (a) Agendas and any other writings when distributed to all or a majority of all, the members of the Board of Directors by any person in connection with a matter subject to discussion or consideration at a public meeting are public records and shall be made available without delay unless the writing is exempt from disclosure pursuant to the Public Records Act.
- (b) Writings which are public records as set forth above and which are distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the District or a Director or after the meeting if prepared by some other person.

III. SPECIAL MEETINGS

3.01 Special Meetings; Notice and Purpose

- (a) A special meeting may be called at any time by the Chair or by a majority of the members of the Board of Directors, by delivering personally or by any other means, at least 24 hours in advance, written notice to each member of the Board of Directors, and to each local newspaper of general circulation, radio or television station requesting notice in writing. The call and written notice shall specify the time and place of the special meeting and the business to be transacted and discussed.
- (b) No other business shall be considered at the special meeting. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.
- (c) Every notice for a special meeting at which action is proposed to be taken on an item shall provide an opportunity for members of the public to directly address the Board of Directors concerning that item prior to action on that item.

The written notice may be dispensed with by any member of the Board of Directors, who at or prior to the time of the meeting convenes, files with the Secretary/General Manager a written waiver of notice. The waiver may be given by telegram. Written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes. Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting.

7.c5

IV. EMERGENCY MEETINGS

4.01 Emergency Meetings; Notice and Purpose

- (a) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency open meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 3.01 herein.
- (b) For purposes of this section, "emergency situation" means any of the following:
 - (i) An Emergency means a work stoppage, crippling disaster or other activity, which severely impairs public health, safety, or both, as determined by a majority of the members of the Board of Directors.
 - (ii) A dire emergency means a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board of Directors to provide one-hour notice before holding an emergency meeting may endanger the public health, safety, or both, as determined by a majority of the members of the Board of Directors.
- (c) Although no notice to the public is required, each local newspaper of general circulation and radio or television station which has requested notice of special meetings shall be notified by the presiding Chair of the Board of Directors, or designee thereof, one hour prior to the emergency meeting by telephone or in the case of a dire emergency, at or near the time that the Chair or designee notifies the directors of the emergency meeting. All telephone numbers provided in the most recent request of such newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the Chairperson of the Board of Directors, or designee thereof, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

7.c6

4.02 Emergency Meetings; Open to the Public

Emergency meetings are always open meetings regardless of the subject matter except that if agreed to by a two-third vote of the Directors present or if less than two-thirds of the Directors are present, by a unanimous vote of those present, the Board of Directors may hold a closed session with the Attorney General, District Attorney, District Counsel or Chief of Police or their respective deputies, or a security consultant or a security operation manager on matters posing a threat to the security of public buildings, a threat to the security of essential public services, or a threat to the public's right of access to public service or public facilities.

4.03 Emergency Meetings; Requirements

All special meetings requirements, as prescribed in Section 3.01 herein, shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

4.04 Emergency Meetings; Minutes

The minutes of a meeting called pursuant to this section, a list of persons who the presiding chair of the Board of Directors, or its designee notified or attempted to notify, a copy of the roll call vote and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

V. DIRECTORS

5.01 The Board of Directors

The District shall be governed by a Board of Directors of eleven members because such membership is necessary to insure adequate representation to all of the areas in the County of Santa Cruz.

5.02 Appointment

The membership of the Board of Directors shall be composed of one member appointed by each City Council of Santa Cruz, Capitola, Scotts Valley, Watsonville and any other incorporated area of the District to represent the incorporated area and one member appointed by the Board of Supervisors of the County of Santa Cruz to represent the unincorporated area. Other appointments shall be made in accordance with the proportionate population within the District. The apportionment shall be based upon the population

7.c7

distribution within the District and the Board shall reapportion its membership whenever any part of the District is excluded or new territory is added or unincorporated territory within the District incorporates and as a result of the exclusion, annexation, or incorporation, representation on the Board no longer reflects the population distribution within the District. The Board shall also reapportion whenever the County Clerk advises the Board that the latest official census indicates a need for reapportionment.

5.03 Term of Office

- (a) The term of office for each Director shall be four years.
- (b) If the appointee of any legislative body is one of its own members the appointee may serve only as long as the appointee is a member of the legislative body.
- (c) An appointment to fill a vacancy on the Board or an appointment made after the expiration of the preceding term shall be for the unexpired portion of the term.
- (d) The failure of a Board member to attend three consecutive meetings of the Board without good cause shall create a vacancy in the office of the Board member.

5.04 Directors' Code of Ethics

A Directors' Code of Ethics is attached as Exhibit A to these Bylaws and shall serve as a guideline for the Directors in the work that they perform on behalf of the District.

5.05 Director Compensation and Reimbursement

- (a) Each Director shall receive compensation of \$50, up to a maximum of \$100 per month and their actual and necessary expenses, for performance of official District duties which shall include the following activities:
 - i) Attendance at meetings of the Board of Directors;
 - ii) Attendance at meetings, as a District committee member, of a committee appointed by the Chair of the Board or the Board itself;
 - iii) Attendance at meetings, as a District Board member, of a District Advisory Committee;
 - iv) Attendance at meetings, as a District Board Member, of the

7.08

- American Public Transit Association; and
 - v) Attendance at meetings, as a District Board Member, of the California Transit Association.
- (b) In addition to the meetings set forth above, each Director may receive reimbursement for the actual and necessary expenses incurred for the following District Official Duties:
- i) Attendance at meetings with State and Federal legislators and/or government officials re District business;
 - ii) Attendance at meetings with official District visitors and/or perspective District employees; and/or
 - iii) Participation at required educational and training meetings or seminars.
- (c) Each Director shall be reimbursed for actual and necessary expenses incurred in the performance of official District duties. Reimbursement rates for travel, meals, and other actual and necessary expenses shall be in accordance with the reasonable reimbursement rates set forth in Exhibit B. Notwithstanding the foregoing, Directors shall not receive reimbursement for any costs incurred for lodging accommodations or for airline flights as those expenses shall only be booked and directly paid by the District's Administrative Services Coordinator.
- (d) The Board of Directors in a public meeting shall approve all expenses that do not fall within the reimbursable rates set forth in Exhibit B before the expense is incurred.

5.06 Reimbursement Process and Expense Report Form

- (a) The District's Administrative Services Coordinator shall schedule all conferences, lodging accommodations and transportation (including the scheduling of a District vehicle for in-state travel) for a Director and will obtain the best rate available at the time of booking. In no event shall the lodging costs exceed the maximum group rate published by the conference or activity sponsor provided that lodging at the group rate is available to the Director at the time of booking. If the group rate is not available, the Administrator Services Coordinator shall use comparable lodging that is consistent with those rates.
- (b) Directors shall utilize District vehicles in the performance of official District duties in state when possible. If a District vehicle is available but

7.c9

the Director prefers to utilize his/her own vehicle, no mileage reimbursement shall be allowed.

- (c) The Administrative Services Coordinator shall provide each Director with an Expense Report form to be filed with the District for reimbursement of the actual and necessary expenses incurred on behalf of the District in the performance of official duties or at a Director's request. The expense reports shall document that expenses meet the existing policy for expenditure of public resources. Directors shall submit expense reports within a reasonable time after incurring the expense but in no event later than four weeks after the expense has been incurred. The receipts documenting each expense shall accompany all reports. The Chair of the Board shall review the reports and insure compliance. Under no circumstances shall expenses be paid or reimbursed to a Director that are not allowed including any expenditures for spouses, friends, or others not specifically authorized by this policy to incur reimbursable expenses.
- (d) Directors shall provide brief reports about the meetings attended at the expense of the District at the next regular meeting of the Board of Directors.
- (e) All documents related to reimbursable agency expenditures are public record subject to disclosure under the California Public Records Act.

VI. PRESIDING OFFICERS

6.01 Election

- (a) The Directors shall at the first meeting in January nominate members of the Board of Directors to serve as Chair and as Vice-Chair. Nominations may be received until final selections occur. The Board of Directors shall, at its second regular meeting in January (generally televised) of each year, choose one of its members to serve as Chair and one of its members to serve as Vice-Chair to serve for the balance of the calendar year or until the selection of their successors. The officer election shall be agendized at the second meeting immediately following the roll call and shall not be paired with any other item.
- (b) Should the office of the Chair become vacant during the calendar year, the Vice-Chair shall assume the office of Chair. Should the office of

7.C10

Vice-Chair become vacant, the nomination and selection of Vice-Chair shall be agendized and acted upon by the Board of Directors.

- (c) In the event of a vacancy of both the Chair and Vice-Chair positions, the Directors shall meet in order to nominate members of the Board of Directors for the vacant positions and make final selections.

6.02 Chair to Preside

The Chair shall preside at all meetings of the Board of Directors. The Chair shall have authority to preserve order at all meetings and to remove or cause the removal of any person from any meeting of the Board of Directors for disorderly conduct, to enforce the rules of the Board of Directors and to determine the order of business under the rules of the Board of Directors.

6.03 Absence of Chair

If the Chair is absent or unable to act, the Vice-Chair shall serve until the Chair returns or is able to act. The Vice-Chair has all of the powers and duties of the Chair while acting as Chair. In the absence of both the Chair and the Vice-Chair, the Directors shall nominate and elect a director to serve as chair pro tempore during such absences.

VII. CONDUCT OF MEETING

7.01 Call to Order

The Chair shall at the hour appointed for the meeting, immediately call the Board of Directors to order when a quorum is present. The Chair shall preserve strict decorum at all meetings. She/he shall state every question coming before the Board of Directors, call for the vote, announce the decisions of the Board of Directors, and decide all questions of order, subject, however, to an appeal to the Board of Directors, in which a majority vote of the Board of Directors shall govern and conclusively determine such question of order.

7.02 Rights of Chair

The Chair, or such other member of the Board as may be presiding, may second and debate, subject only to such limitation of debates as are by these rules imposed on all members; the Chair shall not be deprived of any of the rights and privileges of a Director by reason of holding the position of Chair.

7.c11

7.03 Rules of Debate

- (a) Every Director desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all references to personalities and indecorous language.
- (b) A Director, once recognized, shall not be interrupted when speaking unless it is to call her/him to order. If a Director, while speaking, is called to order, she/he shall cease speaking until a question of order is determined and, if in order, she/he shall be permitted to proceed.
- (c) A Director may request, through the presiding officer, the privilege of having an abstract of her/his statement on any subject under consideration by the Board of Directors entered into the minutes. If the Board of Directors consents thereto, such statement shall be entered; provided, however, that any Director, without the Board's consent, shall have the right to have the reasons for her/his dissent from, or protest against, any action of the Board of Directors entered into the minutes.
- (d) The Secretary/General Manager may be directed by the Chair, with the consent of the Board, to enter in the minutes a synopsis of the discussion of any question coming properly before the Board of Directors.

7.04 Rules of Procedure

Rules of Procedure, which are attached hereto as Exhibit C and incorporated herein by reference shall be followed by the Board of Directors. A complete copy of the Bylaws shall be included in each Director's Board packet and made available for members of the public at Board of Directors' meetings.

7.05 Disruption of Meeting; Clearing Room

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Board of Directors conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this

7.c12

section. In order to readmit individuals who were not disruptive, the following procedure shall be used:

- (a) When a meeting is disrupted to the point that it cannot be continued, the Chair shall order those persons causing the disruption to leave the meeting.
- (b) If those causing the disruption fail or refuse to leave the meeting, the Chair shall recess the meeting, order the meeting room cleared and summon law enforcement.
- (c) Upon the arrival of law enforcement, the Chair shall reconvene the meeting.
- (d) District Staff shall be directed to readmit those members of the public who did not engage in the disorderly conduct on an individual and intermittent basis.
- (e) If the meeting is again disrupted, the Chair shall cause the meeting room to be cleared and the meeting will continue with only the press in attendance if they have not engaged in any disruption.

VIII. QUORUM

8.01 Transaction of Business; Quorum

A six-member majority of the regular members of the Board of Directors shall constitute a quorum for the transaction of business.

IX. ADJOURNMENT/CONTINUANCES

9.01 Adjournment of Meeting

- (a) The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.
- (b) Less than a quorum may adjourn any meeting.
- (c) In the absence of all Directors from any meeting, the Secretary/General Manager may declare the meeting adjourned to a stated day and hour. If she/he does, she/he shall then cause written notice of the adjournment

7.c13

to be given in the same manner as provided for Special Meetings set forth herein.

- (d) A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regularly adjourned regular, special, or adjourned special meeting was held within 24 hours after the time of adjournment.
- (e) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned meeting is a regular meeting for all purposes.
- (f) When an order of adjournment of any meeting fails to state the hour that the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings of the Board of Directors.
- (g) Any hearing being held, or noticed or ordered to be held, by the Board of Directors at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the Board of Directors in the same manner and to the same extent set forth above for the adjournment of meetings; provided that, if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

X. MINUTES

10.01 Minute Book Record of Open Sessions

- (a) The Secretary/General Manager, or her/his designee, shall attend all open meetings of the Board of Directors and record and maintain a full and true record of all of the proceedings of the Board of Directors in books that shall bear appropriate titles and be devoted to such purpose. Such books shall have a general index sufficiently comprehensive to enable a person readily to ascertain matters contained therein.
- (b) Unless the reading of the minutes of a Board of Directors meeting is requested by the Board of Directors by a majority vote, such minutes may be approved without reading if the Secretary/General Manager has previously furnished each member with a synopsis thereof.

7.c14

10.02 Minute Book Record of Closed Sessions

The Secretary/General Manager shall attend each closed session of the Board of Directors unless otherwise directed by the Board of Directors and shall keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The closed session minute book is not a public record and shall be kept confidential. This minute book shall be available only to members of the Board of Directors of Santa Cruz Metropolitan Transit District or, if a violation of the Ralph M. Brown Act is alleged to have occurred at a closed session, to a court of general jurisdiction.

10.03 Protests and Dissents by Directors Entered in Minutes

Any Director shall have the right to have the reasons for the Director's dissent from, or protest against any action of the Board entered in the minutes.

XI. PUBLIC'S ROLE IN MEETINGS/PUBLIC HEARINGS

11.01 Public Addressing the Board

- a. Every agenda for regular meeting shall provide an opportunity for members of the public to directly address the Board of Directors on any item of interest to the public, before or during the Board's consideration of the item, that is within the subject matter jurisdiction of District. Every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board of Directors concerning any item that has been described in the notice for the meeting before or during consideration of that item.
- b. The Chair of the Board of Directors may, depending on the circumstances, limit the total amount of time allocated for public testimony on particular issues and/or for each individual speaker. However, any restrictions placed on public testimony shall be reasonable and not an effort to suppress expression merely because of the content of the speaker's view.
- c. All remarks shall be addressed to the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.

7.c15

11.02 Public Hearings

- a) Requests for public hearings shall be in writing and shall be submitted to the Administrative Services Coordinator no later than five (5) days before the last day permitted for announcing the public hearing. All public hearings shall be noticed in local newspaper(s) of general circulation by the Administrative Services Coordinator at the direction of the Secretary/General Manager.

- b) The department manager requesting the public hearing shall investigate all applicable requirements for posting of public hearing notices and shall communicate such requests to the Administrative Services Coordinator to ensure that all public hearings are noticed sufficiently in advance of the date of consideration by the Board of Directors.

- c) A public hearing will be held before the Board of Directors when required by federal, state, or local laws or regulations or when it is asked to take action on any of the following projects:
 - (i) A change in 25% or more to the service mileage of any route.
 - (ii) A change in District fares.
 - (iii) Adoption of a Resolution authorizing application for federal funds, state or local funds when required by the funding source.
 - (iv) Adoption of any action taken relating to the adoption of any plan, environmental document, property acquisition, resolution, condemnation resolution or other action relating to a project or property where such public hearing is required by state, federal or local law.
 - (v) Adoption of the Annual Budget.
 - (vi) Adoption of the Short Range Transit Plan.
 - (vii) Adoption of an Ordinance.

XII. RESOLUTIONS, ORDINANCES AND MOTIONS

12.01 Acts of Board

The acts of the Board of Directors shall be expressed by Motion, Resolution or Ordinance. No Ordinance, Resolution or Motion shall have any validity or effect unless passed by the affirmative votes of six directors. The Board of Directors shall not take action by secret ballot, whether preliminary or final in an open or closed session.

7. c 16

12.02 Resolution

No resolution shall be adopted by the Board unless it is presented before the Board in writing or read aloud. Where copies of the resolution have been presented to each Director, the reading of the resolution is automatically waived unless a Director specifically requests that it be read. Resolutions must be adopted by a roll call vote; however, routine resolutions may be placed on the consent agenda. In the event that a Director wishes to dissent or abstain, the resolution will be removed from the consent agenda and be placed on the Regular Agenda. Resolutions may also be passed by unanimous voice vote.

12.03 Ordinance

- (a) No ordinance shall be passed until a public hearing has been held on it, which hearing shall be advertised in a newspaper of general circulation or posted in at least three public places at least 15 days prior to the hearing. No ordinance shall be adopted by the Board of Directors on the day of introduction. Ordinances must be adopted by a roll call vote.
- (b) All ordinances shall be printed after passage, and maintained in the District Administrative Offices.
- (c) The enacting clause of all ordinances shall be as follows:

"Be it enacted by the Board of Directors of the Santa Cruz Metropolitan Transit District:..."
- (d) All ordinances shall be signed by the Chair of the Board or Vice-Chair and attested by the Secretary/General Manager.

XIII. METHOD OF VOTING

13.01 Voice Vote

Unless a roll call vote is specifically requested by a Director, all matters, except the voting on Resolutions and Ordinances, shall be decided by voice vote. All actions of the Board of Directors shall be approved by affirmative vote of a minimum of six voting members of the Board of Directors unless otherwise specifically required.

7. c17

13.02 Silence Recorded as Affirmative Vote

A member's silence shall be recorded as an affirmative vote.

13.03 Duty to Vote

Each Director has a duty to vote when present at a meeting on matters coming before the Board of Directors or a Board Committee unless he/she has notified the Board of Directors of a legal conflict of interest in accordance with California state law and has made a full public disclosure regarding such conflict of interest. If a conflict of interest is disclosed, the Director shall abstain from voting, unless otherwise required by law to vote.

13.04 Unanimous Voice Votes in Lieu of Roll Call for Resolutions

A Director can move the passage of a Resolution by a unanimous voice vote in lieu of a roll call. If a dissent is registered then a roll call vote shall be taken.

XIV. COMMITTEES AND APPOINTMENTS

14.01 Creation of Committees

- (a) The Board of Directors may establish committees for a stated purpose. If required by California Law, committees and their members shall comply with the Ralph M. Brown Open Meeting Act. Committees are required to comply with these Rules and Regulations. The Secretary/General Manager shall provide adequate staffing to assist the committees in doing their work. Directors who are not committee members may attend committee meetings as long as they attend only as observers when a majority of the Board of Directors is in attendance at the committee meeting. Appointees to committees serve at the pleasure of the Board of Directors, except that no appointee will be removed from office for an illegal reason including the exercise of his/her right to speak about matters of public concern. The committees shall include the following:
 - (i) Working committees or subcommittees of the Board of Directors analyze, review, and make recommendations to the Board of Directors on items to be presented to the full Board. The Chair of the Board shall appoint members of the Board to such committees or subcommittees and shall also appoint a Board member to chair the committees or subcommittees. If a vacancy occurs, the Board Chair shall appoint a Director to fill the vacancy. Minutes shall be

taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting.

(ii) The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to the Transit District's business. Appointments to advisory committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:

(iii) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District. Its purpose is to advise the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned. The committee may also address issues which committee members or the public raise with respect to the quantity and quality of services provided by METRO. MAC shall be composed of 11 members appointed by the Board of Directors. Each director shall nominate one individual to serve as members of the MAC. The Board of Directors shall approve bylaws to be followed by MAC.

(b) ~~Metro Accessible Services Transit Forum (MASTF)~~

~~(i) The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization that provides advice to the Santa Cruz Metropolitan Transit District Board of Directors and District management and staff regarding the best methods and resources for providing accessible transportation services to the public. MASTF reviews Metro programs for compliance with §504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and all other appropriate local, state and federal laws and regulations.~~

~~(ii) The District shall regularly send one staff member to the MASTF meetings and this person shall share information from the District and gather concerns from MASTF. The District shall help in the preparation and distribution of meeting notices and agendas. Information on MASTF will remain in the Headways publication.~~

7.019

14.02 Appointment to Santa Cruz County Regional Transportation Commission

- (a) The Board of Directors shall each year in January appoint three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC) who must be members of the Board of Directors. The Board Chair shall submit nominations of three representatives and three alternates for the first Board meeting in January. At that first meeting in January, the Chair shall entertain other nominations for SCCRTC representatives and alternates from the Directors. Nominations may be received until final selections occur. Thereafter at the second meeting in January, the Board of Directors shall vote on the nominations via a motion and a second. To be appointed a nomination shall receive at least six affirmative votes. A Director may move a slate of three representatives or a slate of three alternates for appointment.
- (b) The Board of Directors may provide its SCCRTC representatives with guidance on issues coming before the Commission to assist the director/commissioner in serving the best interests of the Transit District.

XV. OFFICIAL BULLETIN BOARD

15.01 Posting of Notices

- (a) For purposes of posting official notices of the Board of Directors, notices of public hearings, and any other official papers of the Santa Cruz Metropolitan Transit District where posting is required by the law, the Official Bulletin Board of the Santa Cruz Metropolitan Transit District shall be the bulletin board at the entrance of the District Administrative Office. Should the Board of Directors hold a public hearing at any location other than its regular place of meeting, then, in addition to the posting of the notice on the Official Bulletin Board above listed, posting shall also be made upon or near the door of the place of meeting.
- (b) All advisory committees created by the Board of Directors are required to post any and all official notices including those notices required by law at the official bulletin board so designated for that purpose at the Santa Cruz Metro Center, 920 Pacific Avenue, Santa Cruz, CA 95060.

7.020

XVI. OTHER OFFICES

16.01 General Manager; Powers and Duties

In addition to the powers, duties and obligations of the General Manager, as set forth above, and the applicable Public Utilities Code pertaining to the Santa Cruz Metropolitan Transit District, the powers and duties of the General Manager shall include the following:

- (a) To have charge, subject to the direction and control of the Board of Directors, of the acquisition, construction, maintenance, and operation of the facilities of the District.
- (b) To have charge, subject to the direction and control of the Board of Directors, of the administration of the business affairs of the District.
- (c) To insure that all ordinances of the District are enforced.
- (d) To administer the personnel system and collective bargaining agreements adopted by the Board of Directors and, except for officers appointed by the Board, to appoint, discipline or remove all officers and employees subject to the rules and regulations adopted by the Board, and the applicable provisions of any adopted collective bargaining agreement.
- (e) To prepare and submit or cause to be prepared and submitted to the Board of Directors within 90 days after the end of each fiscal year a complete report of the finances and the administrative activities of the District for the preceding year, and the financial status of the District on the last day thereof.
- (f) To keep the Board of Directors advised as to the needs of the District.
- (g) To formulate and present to the Board of Directors all plans and specifications for the construction of the works of the District and the means to finance them.
- (h) To have no business interest which interferes with his/her duties and responsibilities to the District.
- (h) To cause to be installed and maintained a system of auditing and accounting which shall completely and at all times show the financial condition of the District.

7.c 21

- (j) Attend meetings of the Board of Directors as directed by the Board, and act as Secretary to the Board.
- (k) To perform such other and additional duties as the Board may require.

16.02 General Manager; Qualifications and Experience

The General Manager shall be chosen on the basis of his/her qualifications with special reference to his/her actual experience in or knowledge of accepted practices and respect to the duties of his/her office as herein above set forth.

16.03 General Manager; Pro Tempore Appointments

The Board of Directors may appoint a General Manager pro tempore during any absence or disability of the General Manager.

16.04 General Manager; Resident Requirement

The General Manager need not be a resident of this State at the time of his/her appointment, however /he/she shall establish a California residency within 30 days of the commencement of his or her duties with the Transit District.

16.05 District Counsel; Appointment, Powers and Duties

The District Counsel shall be admitted to the practice of law in all courts of this State. The District Counsel shall have the power and be required to:

- (a) Represent and advise, if authorized and directed by the Board of Directors, the Board of Directors and all District officers, committees or departments in all matters pertaining to their office.
- (b) Represent and appear, if authorized and directed by the Board of Directors, for the District and any officer or employee, in any and all actions and proceedings in which the District or any officer or employee, in or by reason of their official capacity, is concerned or is a party; however, the Board of Directors shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter, or to assist the District Counsel therein.
- (c) Attend all meetings of the Board of Directors as directed by the Board of

7:c22

Directors and give legal advice or opinions in writing whenever requested to do so by the Board of Directors, or by any of the committees or officers of the District.

- (d) Review all contracts to be made by the District and provide the Board of Directors, its officers and staff with legal advice regarding same.
- (e) Prepare any and all proposed ordinances or resolutions for the District and amendments thereto.
- (f) Perform such other acts relating to the office as the Board of Directors shall require; and
- (g) On vacating the office, surrender all books, papers, files, and documents pertaining to the District's affairs.

PASSED AND ADOPTED this 23rd day of February 2007, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

MARCELA TAVANTZIS
Board Chair

ATTEST

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER, District Counsel

7.c23

Regulation Number: AR-1004

Computer Title: Director's Code of Ethics

Effective Date: April 16, 1999

Pages: 6

TITLE: Santa Cruz Metropolitan Transit District Director's Code of Ethics

| REVISION DATE | SUMMARY OF REVISION | APPROVED |
|-------------------|--|----------|
| April 16, 1999 | Policy Implemented | J.B. |
| February 24, 2006 | Section IX - Ethics training added | M.R. |
| December 15, 2006 | Delete specific section of Director's Code of Ethics | M.R. |

I. POLICY

District Directors are public servants and, as such, are expected to be impartial and responsible in fulfilling the public trust placed in them. The public expects the highest standard of ethical conduct from all those in public service. District Directors are expected to demonstrate personal integrity, honesty, and truthfulness in all their public activities in order to inspire public confidence and trust in the District.

II. APPLICABILITY

2.01 This policy is applicable to all District Directors.

2.02 Notwithstanding any provision of this Code every District Director shall comply with applicable Federal, State and local laws.

III. RESPONSIBILITIES OF PUBLIC SERVICE

3.01 District Directors are bound to discharge faithfully the duties of their offices, recognizing that the lives, safety, health, and welfare of the general public must be their primary concern. Their conduct in their official and private affairs should be above reproach to assure that their public office is not used for personal gain.

7. c24

IV. POLITICAL ACTIVITY

- 4.01 Except as herein otherwise provided, or as necessary to meet requirements of federal or state law, no restriction shall be placed on the political activities of any District Director.
- 4.02 No District Director who holds, or who is seeking election or appointment to, any office or employment in a state or local agency shall, directly or indirectly, use, promise, threaten or attempt to use any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid, obstruct, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the District.
- 4.03 No District Director shall directly or indirectly solicit a political contribution from a District employee, except if such solicitation is part of a solicitation made to a significant segment of the public, which may include District employees.
- 4.04 No District Director who holds, or is seeking election or appointment to, any office shall offer or arrange for any increase in compensation or salary for a District employee in exchange for, or promise of, a contribution or loan for the person who holds, or who is seeking election or appointment to such office.
- 4.05 No District Director shall engage in political activity while acting in his/her capacity as a Director for the District.

V. NONDISCRIMINATION

- 5.01 District Directors shall not, in the performance of their District responsibilities, engage in unlawful discrimination of any sort under any applicable federal, state, county or municipal law or ordinance, including without limitation discrimination against any person on the basis of race, sex, color, national origin, religion, disability, age, marital status, sexual orientation, or veteran status, and they shall make good faith efforts to support and comply with the District's equal opportunity and affirmative action goals and objectives.

VI. REPORTING OF IMPROPER GOVERNMENT ACTIVITIES

6.01 District Directors are encouraged to serve the public interest by disclosing to the Board of Directors to the extent not in conflict with the attorney-client privilege or the physician-patient privilege, information concerning District activities where the Director has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation or noncompliance with state or federal regulation. No Director of the District shall use or attempt to use his or her authority to interfere with such disclosure made by another Director or a District employee or to retaliate against a Director or District employee for such disclosure.

VII. ETHICS TRAINING

7.01 Each Director shall receive at least two hours of training in general ethics principles and ethics laws relevant to his/her public service every two years.

7.02 Ethics laws include but are not limited to the following:

- (a) Laws relating to personal financial gain by public servants, including but not limited to, laws prohibiting bribery and conflict-of-interest laws;
- (b) Laws relating to claiming prerequisites of office, including but not limited to gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies;
- (c) Government transparency laws, including, but not limited to financial interest disclosure requirements and open government laws;
- (d) Laws relating to fair processes, including but not limited to common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

7.03 The District's Administrative Services Coordinator shall provide information on training available to meet the requirements of this section to the directors at least once annually.

- 7.04 Each Director in office as of January 1, 2006 except for officials whose terms of office ends before January 1, 2007, shall receive the training required herein before January 1, 2007. Thereafter, each local agency official shall receive such training at least once every two years.
- 7.05 A Director who serves more than one local agency shall satisfy the training requirements once every two years without regard to the number of local agencies with which he/she serves.
- 7.06 The Administrative Services Coordinator shall maintain training records as required herein for at least 5 years which indicate both of the following:
- (a) The dates that the Directors satisfied these training requirements.
 - (b) The entity that provided the training.
- 7.07 All ethics training records prepared and/or maintained in accordance with this section are subject to disclosure under the California Public Records Act.

| Reimbursable | Rates |
|---|----------------------|
| Transportation: | |
| Airporter (e.g. shuttle) | \$40.00 |
| Bridge tolls | \$7.00 |
| Cab, per person, per trip | \$20.00 |
| Parking at airport, per day | \$25.00 |
| Parking at hotel, conference center, per day | \$50.00 |
| Personal vehicle mileage to/from airport/conference, per mile | IRS Publication 463* |
| Public transportation (e.g. bus, subway), per trip/Daypass | \$15.00 |
| Rental Car (includes insurance) per day | \$75.00 |
| Meals: | |
| Breakfast | \$20.00 |
| Lunch | \$25.00 |
| Dinner | \$50.00 |
| Tips for meals (15% maximum) | |
| Personal Items: | |
| Personal calls, one call per day | \$10.00 |
| Not Reimbursable | |
| Transportation: | |
| Baggage Claims | |
| Cab (personal) | |
| Tips to cabs | |
| Tips for luggage handling | |
| Meals: | |
| Alcoholic Beverages | |
| Meals for others (e.g. spouses, personal guests) | |
| Meals upon return to Santa Cruz County | |
| Snacks | |
| Personal Items: | |
| Housekeeping tips | |
| Clothes cleaning | |
| Clothing | |
| Entertainment (e.g. in-room pay movies, video rentals) | |
| Hair care | |
| Personal items (e.g. toothpaste) | |
| Shoeshine | |
| Souvenirs/Gifts | |
| Trip Insurance | |
| Lodging: | |
| Other than self (e.g. spouse, personal guests) | |

METRO's Rules of Procedure for Meetings

A. Motions

1. A motion is the means used by a Director to present a substantive proposal to the Board of Directors for consideration and action. It is the basic means for the transaction of business. Only one subject can be considered by the Board of Directors at one time, therefore, a motion can be proposed only when no other motion is before the Board. A motion must be introduced by the words, "I move..."
2. A motion should be concise and clear. If a motion is confusing, unnecessarily long or involved, the Chair should ask the proposer to rephrase the motion and, if necessary, should assist the Director in doing so. The Chair can rephrase the motion only in wording that is approved by its proposer. The Chair can require that any motion be submitted in writing.
3. A motion requires a second, which means that another director indicates a desire to have the proposal considered. The Director who seconds the motion does not have to be in support of the motion.
4. When a motion has been moved and seconded, the Chair opens the matter for debate. When any Director wishes to speak in debate, he/she shall so indicate to the chair.
5. The motion may be decided by a vote approving or defeating it or it may be disposed of by some other motion such as referral to a committee. No motion may simply be ignored; definite action must be taken on it. A motion passes if at least six affirmative votes are recorded.

B. Motion to Amend

1. The purpose of a motion to amend is to modify a motion that is being considered by the Board of Directors so that it will express more satisfactorily the will of the directors. There is no limit to the number of amendments that can be considered to modify a motion.
2. A Motion to Amend requires a second, is debatable, cannot be amended, and takes precedence over the main motion. However, if an amendment is offered as a "friendly amendment" and is accepted by the proposer of the main motion then a second is not required to incorporate the amendment into the main motion.

3. Amendments are voted on in the reverse order of their proposal. The vote then shall be taken on the amendment to the motion and, finally on the motion.

C. Debate

1. The purpose of a legislative body is to secure the collective judgment of the group on proposals submitted to it for decision. This purpose is best served by the free interchange of thought through discussion and debate. The right of every director to participate in the discussion of any matter of business that comes before the Board of Directors is one of the fundamental principles of parliamentary law. Therefore, every director is guaranteed a reasonable and equal opportunity to be heard.
2. Usually the first director who indicates to the chair a desire to speak will be recognized for that purpose. When more than one director indicates a desire to speak, the following rules will apply:
 - a.) The proposer of the Motion or the author of a Report will be recognized first;
 - b.) A director who has not had the opportunity to speak will be recognized over one who has already spoken on the issue. Similarly one who seldom speaks should be recognized over one who speaks more frequently;
 - c.) The Chair should alternate between the supporters and opponents of an issue.
3. When it appears to the Chair that all the directors who wish to speak have been recognized, he/she may call for a vote.
4. A Motion to Close Debate (Calling the Question) will prevent or stop debate on the motion (or motions) to which it is applied and bring it (them) to an immediate vote. The Motion to Close Debate may be proposed at any time after the motion to which it applies has been stated to the Board of Directors. Once a Motion to Close Debate is offered, the Chair shall decide whether or not Debate should be closed considering whether there are other Directors who wish to debate the issue and whether the debate will be productive. The Board of Directors with a minimum of six affirmative votes may overrule the decision of the Chair.
5. A Motion to Postpone Temporarily (To Lay on the Table, or to Table) is a motion to set aside temporarily a pending motion in such a way that, if the Board of Directors wishes, the postponed motion can be taken up again for consideration at any time during the current meeting by a motion to resume its consideration. A Motion to Postpone Temporarily requires a second, is not debatable and cannot be amended and requires at least six

affirmative votes for passage or two-thirds when used to suppress a motion without further debate.

D. Motion To Reconsider

1. A Motion to Reconsider is to enable the Board of Directors to set aside a vote on a motion taken at the same meeting and to consider the motion again as though no vote had been taken on it because of a misunderstanding or because action was taken without adequate information or because later events cause the Board of Directors to change its mind.
2. A Motion to Reconsider is a restorative motion and can be offered at any time during a meeting. It is unusual in that, unlike an ordinary motion, it may be proposed even if other business is under consideration, and if necessary, it may interrupt a speaker. When a Motion to Reconsider is proposed and seconded while other business is pending, the Chair directs the secretary to record its proposal; but the Motion to Reconsider is not considered until the pending business has been handled. It is then considered and decided immediately.
3. Any Director may offer the Motion to Reconsider when it appears justified, as when new facts have come to light or when an error needs to be corrected, or when a hasty decision appears to have been made. If the Chair considers the motion dilatory, it can be ruled out of order. If there is disagreement about whether the Motion is dilatory, the decision of the Chair can be appealed, in which case the ultimate decision is made by the Board of Directors.
4. A Motion for Reconsideration requires a second, debate is restricted to the reasons for reconsideration, it cannot be amended and requires at least six affirmative votes.

E. Points of Order

1. A Point of Order calls the attention of the Board of Directors and of the Chair to a violation of the rules, an omission, a mistake or an error in procedure and to secure a ruling from the Chair on the question raised.
2. A Point of Order must be raised immediately after the mistake, error, or omission occurs. It cannot be brought up later unless the error involves a violation of law, or of the bylaws, or the accuracy of the minutes.
3. As soon as the Director has stated a point of order, the Chair must rule on it, declaring that the point is “well taken” or “not well taken”. The Chair may state the reasons for the decision, if desired. If the Chair is in doubt

as to the correct decision, the ruling may be delayed briefly. Meanwhile, action on the matter affected by the point of order is deferred. When the Chair refers a point of order to the Board of Directors for decision, discussion is not in order unless the Chair invites it. No appeal may be taken from a decision by the Board of Directors on a point of order. A Director wishing to challenge a decision of the Chair on a point of order must appeal to the Board of Directors. A minimum of six affirmative votes by the Board of Directors is required to overrule the Chair.

4. The highest Point of Order is the request for Personal Privilege, which takes precedence over all other matters. This request enables a Director to secure an immediate decision and action by the Chair on a request that concerns the comfort, convenience, rights or privileges of the Board or of the Director himself/herself. It may be used when a Director believes that he/she has been insulted and wants to respond. It should be used sparingly and may never be used to raise a substantive point.

F. Procedures Not Addressed

If there are any procedural matters that arise during a meeting of the Board of Directors that are not covered in these Rules of Procedure or in the Santa Cruz METRO Bylaws, the Chair shall decide how to proceed. The Board of Directors with at least six affirmative votes, however, may overrule the Chair.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007
TO: Board of Directors
FROM: Tom Stickel, Manager of Maintenance
SUBJECT: **CONSIDERATION OF AWARD OF CONTRACT FOR FURNISHING HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES TO BATTERIES USA, INC.**

I. RECOMMENDED ACTION

District staff is recommending that the Board authorize the General Manager to enter into a two-year, firm fixed price contract with Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries.

II. SUMMARY OF ISSUES

- At the August 15, 1997 board meeting, the Board of Directors authorized the District's participation in the Regional Transit Coordinating Council (RTCC) cooperative purchase agreements.
- The RTCC Procurement Committee released an invitation for bid for heavy-duty coach and automotive batteries on October 2, 2006. The District is a participating agency in this bid.
- Bids were opened on November 15, 2006.
- RTCC Contract No. 2006-958A-RTCC was awarded to Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries.
- District staff recommends that the Board authorize the General Manager to enter into a two-year, firm fixed price contract with Batteries USA, Inc. for the purchase of heavy-duty coach and automotive batteries in reference to the RTCC contract.

III. DISCUSSION

In order to obtain the best prices by combining annual quantities from several participating Central California transit agencies, the RTCC Procurement Committee actively participates in joint procurements for commodities that are commonly used by RTCC member agencies.

RTCC bid documents were prepared and mailed in October to prospective bidders. On November 15, 2006, three bids were opened. Bids were evaluated with a recommendation that a contract be awarded to Batteries USA, Inc. as the lowest responsive bidder. District staff recommends that the Board authorize the General Manager to enter into a contract with Batteries

USA, Inc. for the purchase of heavy-duty coach and automotive batteries in reference to the RTCC contract.

IV. FINANCIAL CONSIDERATIONS

Funding for the procurement of heavy-duty coach and automotive batteries is contained within the Fleet Maintenance operating budget. Annual estimated budget for coach and automotive batteries is \$15,000.

V. ATTACHMENTS

Attachment A: Contract with Batteries USA, Inc.

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

2006-958A-RTCC

CONTRACT FOR HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES

THIS CONTRACT is made effective on March 1, 2007, between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and BATTERIES USA, INC., ("Contractor").

1. RECITALS

1.01 District's Primary Objective

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

1.02 District's Need for Heavy Duty Coach And Automotive Batteries

District requires the purchase of heavy-duty coach and automotive batteries to be used for standard purposes. In order to obtain said goods, the District entered into a covenant with the Regional Transit Coordinating Council (RTCC), on October 2, 2006, to obtain said goods for a period of two (2) years. This agreement, 2006-958A-RTCC, is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is a supplier of goods desired by the District and whose principal place of business is 1 Industrial Street, San Francisco, California. Contractor was chosen as the lowest responsive, responsible bidder by AC Transit District, in a fair and open bid. The results of said Bid are attached hereto and incorporated herein by reference as Exhibit B. A copy of Contractor's Bid Form is attached hereto and incorporated herein by reference as Exhibit C.

1.04 Selection of Contractor and Intent of Contract

On December 14, 2006, AC Transit District, the lead procuring agency for this Bid, selected Contractor as the lowest responsive, responsible bidder to provide said goods. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "contractor" and "supplier" are synonymous.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract.

a) Exhibit A - RTCC's Governing Contract.

b) Exhibit B - Bid Abstract

c) Exhibit C – Contractor’s Bid Form

d) Exhibit D- Invitation for Bid, Contract No. 2006-958A-RTCC

2.02 Conflicts

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

2.03 Recitals

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

3. TIME OF PERFORMANCE

3.01 General

Contractor shall provide materials under this Contract at such times as deemed necessary by the District.

3.02 Term

The term of this Contract commences on the date of execution and shall remain in force through December 31, 2008.

4. COMPENSATION

4.01 Terms of Payment

Upon written acceptance, District agrees to pay Contractor as identified in the Bid Form, Exhibit C. Upon satisfactory delivery of materials under the terms and provisions of this Contract, District agrees to pay Vehicle Maintenance Program Inc. within thirty (30) days thereof. Contractor understands and agrees that if he/she exceeds the scheduled amounts payable under this contract, that it does so at its own risk.

4.02 Invoices

Contractor shall submit invoices referencing the District supplied Purchase Order number.

Invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this contract; and (4) necessary for performance of the services. The District shall pay no expenses unless specifically allowed by this contract.

8.az

5. NOTICES

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

DISTRICT

Santa Cruz Metropolitan Transit District
370 Encinal Street,
Santa Cruz, CA 95060

Attention: Lloyd Longnecker
District Buyer

CONTRACTOR

Batteries USA, Inc.
1 Industrial Street
San Francisco CA 94124

Attention: Said Senan
President

6. 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 it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT--SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie White
General Manager

CONTRACTOR: BATTERIES USA, INC.

By _____
Said Senan
President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

8.a3

EXHIBIT -A-

AC TRANSIT DISTRICT
PURCHASING DEPARTMENT

CONTRACT
NO. 2006-958A-RTCC

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008**

CONTRACT

THIS CONTRACT is made and entered into this 14th day of December 2006, by and between ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter referred to as "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and Batteries USA, Incorporated, One Industrial Street, San Francisco, California 94124 (hereinafter referred to as "Contractor").

1. SCOPE OF WORK

Contractor shall furnish to the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Contract Document issued by the District entitled:

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
CONTRACT NO. 2006-958RTCC**

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of the Contract by reference:

- A. This Contract
- B. Invitation for Bid No. 2006-958RTCC
- C. Contractor's submitted Bid Form
- D. Addendum No.1 dated November 3, 2006

3. PERIOD OF PERFORMANCE

Contractor performance shall commence upon execution of the contract by both parties and continue until December 31, 2008, unless extended by both parties. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

4. CONTRACT PRICE

The District agrees to pay the Contractor over a two (2) year period, a not-to-exceed (NTE) pre-tax contract ceiling amount of Two hundred fifty-nine thousand six hundred dollars and zero cents (\$259,600.00) for Deka East Penn heavy-duty coach and automotive batteries, as required, at the rates set forth in the Bid Form submitted to the District as shown below:

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008

CONTRACT

| ACT In-house | Deka East Penn | Unit price per battery |
|--------------|-------------------------------|------------------------|
| 035765 | 908D | \$95.00 |
| | Special Flag Terminal | \$15.00 |
| | Refundable Core Charge/Credit | \$20.00 |
| 640264 | 908D | \$95.00 |
| | Refundable Core Charge/Credit | \$20.00 |
| 707511 | DPE31CS | \$60.00 |
| | Refundable Core Charge/Credit | \$15.00 |

Warranty Period: 24 Months after date of purchase
100% Full Replacement

Payment Terms: Net/30
Discount: 10% Ten Days

All Deka East Penn heavy-duty coach and automotive batteries shall be delivered F.O.B. Receiving Point to the following address:

AC Transit District
Receiving Dock, Central Maintenance Facility
10626 International Boulevard
Oakland, California 94603
Monday - Friday, 7:00 a.m. to 2:00 p.m.

The District and the Contractor must mutually agree upon and adjustments in payment. Invoices should be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, CA. 94604. Payment to the contractor will be made Net 30 Days after receipt of approved invoices. **Please reference the Contract Number and the Purchase Order Number on all submitted invoices.**

5. NOTICES

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008

CONTRACT

DISTRICT:

Procurement and Materials Director
10626 International Blvd.
Oakland, California 94603

CONTRACTOR:

Batteries USA, Inc.
One Industrial Street
San Francisco, California 94124

6. **ATTORNEY'S FEES**

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

7. **CONFLICT OF INTEREST**

By signing this Contract, The contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed by Contractor and the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

Failure to comply with provision serves as a basis for termination for default and the collection of any damages.

8. **SEVERABILITY**

If any provision of the Contract is declared void or unenforceable, such provision shall be deemed severed from this Contract, which shall otherwise remain in full force and effect.

9. **BINDING EFFECT**

All of the terms, provisions and conditions of the Contract hereunder shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.

10. **ENTIRE AGREEMENT**

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

AC TRANSIT DISTRICT
PURCHASING DEPARTMENT

CONTRACT
NO. 2006-958A-RTCC

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008


CONTRACT

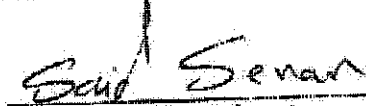
This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

ALAMEDA-CONTRA COSTA
TRANSIT DISTRICT:

BATTERIES USA
INCORPORATED:

 12-26-06
Rick Fernandez Date
General Manager


Name Said Senan Date
Title President 12/26/06

Approved as to Form:

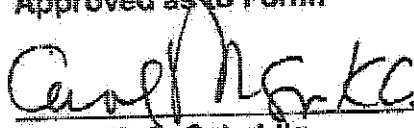
 12-21-06
Kenneth C. Scheidig Date
General Counsel, AC Transit

EXHIBIT - B

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
2006-958RTCC

NOVEMBER 15, 2006

| BIDDER | QUANTITY | BATTERY MANUFACTURER | MANUFACTURER CODE | MINIMUM CCA | RESERVE CAPACITY | UNIT PRICE | SPECIAL TERMINAL | CORE CHARGE | WARRANTY | LOWEST RESPONSIVE BIDDER | ESTIMATED RTCC GRAND TOTAL | ESTIMATED AC TRANSIT TOTAL |
|---|----------|----------------------|-------------------|-------------|------------------|------------|------------------|-------------|-----------|--------------------------|----------------------------|----------------------------|
| BATTERES USA | 1000 | DEKA EAST PENN | 908D | 1375 | 430 | \$ 95.00 | \$ 15.00 | \$ 20.00 | 24 MONTHS | BATTERES USA | \$ 95,000.00 | \$ 95,000.00 |
| INTERSTATE BATTERY | 1000 | US BATTERY | USD-1400 | 1450 | 400 | \$ 142.95 | \$ 4.00 | \$ 16.00 | 24 MONTHS | | | |
| BATTERY SYSTEMS | 1000 | DEKA EAST PENN | 908D | 1375 | 430 | \$ 110.79 | \$ 35.00 | \$ 35.00 | 24 MONTHS | | | |
| BATTERES USA | | | | | | | | | | | | |
| BATTERES USA | 1000 | DEKA EAST PENN | 908D | 1375 | 430 | \$ 95.00 | \$ 15.00 | \$ 20.00 | 24 MONTHS | BATTERY SYSTEMS | | |
| INTERSTATE BATTERY | 1000 | US BATTERY | USD-1075 | 1100 | 290 | \$ 122.95 | \$ 4.00 | \$ 16.00 | 12 MONTHS | | | |
| BATTERY SYSTEMS | 1000 | DEKA EAST PENN | 708D | 1100 | 325 | \$ 92.66 | \$ 35.00 | \$ 35.00 | 12 MONTHS | | \$ 92.66 | \$ 92,660.00 |
| BATTERES USA | | | | | | | | | | | | |
| BATTERES USA | 680 | DEKA EAST PENN | D9E31CS | 650 | 180 | \$ 60.00 | \$ 5.00 | \$ 15.00 | 24 MONTHS | BATTERES USA | \$ 60.00 | \$ 34,800.00 |
| INTERSTATE BATTERY | 580 | JCI | 31-ELC | 700 | 190 | \$ 65.95 | \$ | \$ 8.00 | 18 MONTHS | | | |
| BATTERY SYSTEMS | 580 | CENTENIAL/EXIDE | HC-31 | 800 | 180 | \$ 63.40 | \$ 10.00 | \$ 10.00 | 12 MONTHS | | | |
| | | | | | | | | | | SUB | TOTAL | \$ 129,800.00 |
| | | | | | | | | | | SUB | TOTAL | \$ 92,660.00 |
| | | | | | | | | | | GRAND | TOTAL | \$ 222,460.00 |
| DISCOUNT OFF LIST FOR AUTOMOTIVE BATTERES PERCENTAGE | | | | | | | | | | | | |
| BATTERES USA | -10% | TEN DAYS | NET/30 | | | | | | | | | |
| INTERSTATE BATTERY | 0% | | NET/30 | | | | | | | | | |
| BATTERY SYSTEMS | 0% | | NET/30 | | | | | | | | | |

**HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

Santa Cruz Transit will purchase new heavy-duty coach and automotive batteries. Quantities are based on the Santa Cruz Transit's prior annual purchase history. Approximate quantities are listed below. Santa Cruz Transit does not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 1 High Cranking | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------------|-------------------|--------------|--------------------|------------------|-------------------|
| 95 | 1375 | East Penn Deka | 908D | 1375 | 430 | 95.00 |

Warranty period: 24 /Months
100%-Full Replacement

Core charge: \$ 20.00 /Each

Special Terminal: \$ 15.00 /Each

Payment Terms: 100% Net 30 /Days

Discounts: 10%Net 10 /Days

| Est. Yearly Quantity Each | Group 1 High Reserve Capacity | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-------------------------------|-------------------|--------------|--------------------|------------------|-------------------|
| 95 | 430 | East Penn Deka | 908D | 1375 | 430 | 95.00 |

Warranty period: 24 /Months
100% Full Replacement

Core charge: \$ 20.00 /Each

Special Terminal: \$ 15.00 /Each

Payment Terms: 100 % Net 30 /Days

Discounts: 10 %Net 10 /Days

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008**

CONTRACT

THIS CONTRACT is made and entered into this 14th day of December 2006, by and between ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter referred to as "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and Batteries USA, Incorporated, One Industrial Street, San Francisco, California 94124(hereinafter referred to as "Contractor").

1. SCOPE OF WORK

Contractor shall furnish to the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Contract Document issued by the District entitled:

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
CONTRACT NO. 2006-958RTCC**

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of the Contract by reference:

- A This Contract
- B Invitation for Bid No. 2006-958RTCC
- C Contractor's submitted Bid Form
- D Addendum No.1 dated November 3, 2006

COPY

3. PERIOD OF PERFORMANCE

Contractor performance shall commence upon execution of the contract by both parties and continue until December 31, 2008, unless extended by both parties. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

4. CONTRACT PRICE

The District agrees to pay the Contractor over a two (2) year period, a not-to exceed (NTE) pre-tax contract ceiling amount of **Two hundred fifty-nine thousand six hundred dollars and zero cents (\$259,600.00)** for Deka East Penn heavy-duty coach and automotive batteries, as required, at the rates set forth in the Bid Form submitted to the District as shown below:

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008

CONTRACT

| <u>ACT In-house</u> | <u>Deka East Penn</u> | <u>Unit price per battery</u> |
|-------------------------------|-----------------------|-------------------------------|
| 035765 | 908D | \$95.00 |
| Special Flag Terminal | | \$15.00 |
| Refundable Core Charge/Credit | | \$20.00 |
| 640264 | 908D | \$95.00 |
| Refundable Core Charge/Credit | | \$20.00 |
| 707511 | DPE31CS | \$60.00 |
| Refundable Core Charge/Credit | | \$15.00 |

COPY

Warranty Period: 24 Months after date of purchase
100% Full Replacement

Payment Terms: Net/30
Discount: 10% Ten Days

All Deka East Penn heavy-duty coach and automotive batteries shall be delivered F.O.B Receiving Point to the following address:

AC Transit District
Receiving Dock, Central Maintenance Facility
10626 International Boulevard
Oakland, California 94603
Monday – Friday, 7:00 a.m. to 2:00 p.m.

The District and the Contractor must mutually agree upon and adjustments in payment. Invoices should be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, CA. 94604. Payment to the contractor will be made Net 30 Days after receipt of approved invoices. **Please reference the Contract Number and the Purchase Order Number on all submitted Invoices.**

5. NOTICES

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM DECEMBER 15, 2006 THROUGH DECEMBER 31, 2008

CONTRACT

DISTRICT:

Procurement and Materials Director
10626 International Blvd
Oakland, California 94603

CONTRACTOR:

Batteries USA, Inc.
One Industrial Street
San Francisco, California 94124

COPY

6. **ATTORNEY'S FEES**

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

7. **CONFLICT OF INTEREST**

By signing this Contract, The contractor covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed by Contractor and the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

Failure to comply with provision serves as a basis for termination for default and the collection of any damages.

8. **SEVERABILITY**

If any provision of the Contract is declared void or unenforceable, such provision shall be deemed severed from this Contract, which shall otherwise remain in full force and effect.

9. **BINDING EFFECT**

All of the terms, provisions and conditions of the Contract hereunder shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.

10. **ENTIRE AGREEMENT**

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

5 years warranty

30% Discount



Suggested Price List & Adjustment Costs
 Effective February 6, 2006 • Supersedes all previous data. Subject to change without notice.

| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | |
|---|-------------|-------------------|------------------|----------------|--------|------------------|----------------|------------------------------------|----------|--|----------|
| | | CCA @ 0°F | RESERVE CAPACITY | REF. CA @ 32°F | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. |
| 12-VOLT INTIMIDATOR™ SEALED VALVE REGULATED-AGM MAINTENANCE-FREE | | | | | | | | | | | |
| 34/78 | 9A78DT | 750 | 120 | 860 | 110.83 | 167.16 | 208.95 | 36 | 5.80 | 36 | 5.80 |
| 34 | 9A34 | 750 | 120 | 860 | 104.69 | 157.56 | 196.95 | 36 | 5.47 | 36 | 5.47 |
| 34M | 9A34M | 750 | 120 | 860 | 110.41 | 166.36 | 207.95 | 24 | 8.66 | 24 | 8.66 |
| 31 | 9A31 | 800 | 190 | 1000 | 151.49 | 228.76 | 285.95 | 24 | 11.91 | 24 | 11.91 |
| 12-VOLT ULTIMATE CALCIUM/SILVER MAINTENANCE-FREE | | | | | | | | | | | |
| 34/78 | 7AG78DT | 800 | 115 | 940 | 80.00 | 120.76 | 150.95 | 85 | 1.78 | 30 | 5.03 |
| | 6AG78DT | 690 | 100 | 820 | 69.10 | 103.96 | 129.95 | 70 | 1.86 | 30 | 4.33 |
| 75/86 | 7AG75DT | 690 | 90 | 820 | 68.74 | 103.96 | 129.95 | 85 | 1.53 | 30 | 4.33 |
| 25 | 7AG25MF | 600 | 90 | 750 | 59.89 | 90.36 | 112.95 | 85 | 1.33 | 30 | 3.77 |
| 35 | 7AG35MF | 600 | 90 | 750 | 59.89 | 90.36 | 112.95 | 85 | 1.33 | 30 | 3.77 |
| 58 | 7AG58MF | 540 | 85 | 670 | 57.06 | 86.36 | 107.95 | 85 | 1.27 | 30 | 3.60 |
| 65 | 7AG65MF | 750 | 140 | 885 | 80.23 | 120.76 | 150.95 | 85 | 1.78 | 30 | 5.03 |
| | 6AG65MF | 650 | 105 | 865 | 67.30 | 101.56 | 126.95 | 70 | 1.81 | 30 | 4.23 |
| 66 | 7AG66MF | 750 | 140 | 885 | 86.04 | 129.56 | 161.95 | 85 | 1.91 | 30 | 5.40 |
| 75 | 7AG75MF | 690 | 90 | 820 | 64.22 | 96.76 | 120.95 | 85 | 1.42 | 30 | 4.03 |
| 78 | 7AG78MF | 800 | 115 | 940 | 77.25 | 116.76 | 145.95 | 85 | 1.72 | 30 | 4.87 |
| 79/100 | 7AG79/100 | 800 | 115 | 940 | 79.79 | 119.96 | 149.95 | 85 | 1.76 | 30 | 5.00 |
| 12-VOLT UNIVERSAL DUAL TERMINAL CALCIUM MAINTENANCE-FREE | | | | | | | | | | | |
| 24/24F/74 | 1024DT | 930 | 130 | 1075 | 81.04 | 122.36 | 152.95 | 75 | 2.04 | 30 | 5.10 |
| 26/26R/70 | 570DT | 540 | 80 | 665 | 53.59 | 80.76 | 100.95 | 60 | 1.68 | 30 | 3.37 |
| 34/78 | 778DT | 875 | 120 | 1020 | 76.05 | 114.36 | 142.95 | 75 | 1.91 | 30 | 4.77 |
| | 678DT | 690 | 110 | 820 | 65.53 | 99.16 | 123.95 | 70 | 1.77 | 30 | 4.13 |
| | 578DT | 550 | 90 | 660 | 57.82 | 87.16 | 108.95 | 60 | 1.82 | 30 | 3.63 |
| 75/86 | 775DT | 720 | 100 | 860 | 69.46 | 104.76 | 130.95 | 75 | 1.75 | 30 | 4.37 |
| | 675DT | 630 | 90 | 775 | 62.60 | 94.36 | 117.95 | 70 | 1.69 | 30 | 3.93 |
| | 575DT | 540 | 85 | 675 | 56.89 | 85.56 | 106.95 | 60 | 1.78 | 30 | 3.57 |
| 12-VOLT PASSENGER CAR/LIGHT TRUCK/VAN CALCIUM MAINTENANCE-FREE | | | | | | | | | | | |
| 22F | 522FMF | 425 | 65 | 540 | 55.38 | 83.16 | 103.95 | 60 | 1.73 | 30 Y | 3.47 |
| | 522FMFD | 425 | 65 | 540 | 61.51 | 92.76 | 115.95 | 60 | 1.93 | 30 Y | 3.87 |
| 24/24R | 524/24R | 550 | 90 | 650 | 53.29 | 80.76 | 100.95 | 60 | 1.68 | 30 | 3.37 |
| 24 | 624MF | 650 | 120 | 820 | 61.46 | 92.76 | 115.95 | 70 | 1.66 | 30 | 3.87 |
| | 624MFD | 650 | 120 | 820 | 72.92 | 110.36 | 137.95 | 70 | 1.97 | 30 | 4.60 |
| | 524MF | 550 | 90 | 650 | 52.90 | 79.96 | 99.95 | 60 | 1.67 | 30 | 3.33 |
| | 424MF | 440 | 70 | 550 | 47.44 | 71.16 | 88.95 | 50 | 1.78 | 30 | 2.97 |
| 24F | 624FMF | 650 | 120 | 820 | 61.46 | 92.76 | 115.95 | 70 | 1.66 | 30 | 3.87 |
| | 624FMFD | 650 | 120 | 820 | 72.92 | 110.36 | 137.95 | 70 | 1.97 | 30 | 4.60 |
| | 524FMF | 550 | 90 | 650 | 52.90 | 79.96 | 99.95 | 60 | 1.67 | 30 | 3.33 |
| | 424FMF | 440 | 70 | 550 | 47.44 | 71.16 | 88.95 | 50 | 1.78 | 30 | 2.97 |
| 25 | 525MF | 550 | 90 | 675 | 51.89 | 78.36 | 97.95 | 60 | 1.63 | 30 | 3.27 |
| 26 | 526MF | 540 | 80 | 665 | 49.78 | 75.16 | 93.95 | 60 | 1.57 | 30 | 3.13 |
| | 426MF | 425 | 60 | 530 | 44.21 | 66.36 | 82.95 | 50 | 1.66 | 30 | 2.77 |
| 26R | 526RMF | 540 | 80 | 665 | 49.78 | 75.16 | 93.95 | 60 | 1.57 | 30 | 3.13 |
| | 426RMF | 425 | 60 | 530 | 44.21 | 66.36 | 82.95 | 50 | 1.66 | 30 | 2.77 |
| 27 | 727MF | 850 | 140 | 1020 | 86.56 | 130.36 | 162.95 | 75 | 2.17 | 30 | 5.43 |
| | 627MF | 675 | 120 | 820 | 73.52 | 111.16 | 138.95 | 70 | 1.99 | 30 | 4.63 |
| 27F | 727FMF | 850 | 140 | 1020 | 86.56 | 130.36 | 162.95 | 75 | 2.17 | 30 | 5.43 |
| | 627FMF | 675 | 120 | 820 | 73.52 | 111.16 | 138.95 | 70 | 1.99 | 30 | 4.63 |
| 34/24 | 734MF | 770 | 115 | 925 | 68.65 | 103.16 | 128.95 | 75 | 1.72 | 30 | 4.30 |
| | 634MF | 690 | 110 | 820 | 61.55 | 92.76 | 115.95 | 70 | 1.66 | 30 | 3.87 |
| | 534MF | 550 | 90 | 690 | 52.69 | 79.16 | 98.95 | 60 | 1.65 | 30 | 3.30 |
| 34R | 634RMF | 690 | 110 | 820 | 61.55 | 92.76 | 115.95 | 70 | 1.66 | 30 | 3.87 |
| 35 | 535MF | 550 | 90 | 675 | 51.89 | 78.36 | 97.95 | 60 | 1.63 | 30 | 3.27 |
| 36R | 636RMF | 650 | 130 | 800 | 76.00 | 114.36 | 142.95 | 70 | 2.04 | 30 | 4.77 |
| 40R | 640RMF | 650 | 110 | 810 | 71.83 | 107.96 | 134.95 | 70 | 1.93 | 30 | 4.50 |
| 42/58R | 642/58R | 580 | 85 | 725 | 57.53 | 87.16 | 108.95 | 70 | 1.56 | 30 | 3.63 |
| | 442/58R | 500 | 75 | 630 | 51.90 | 78.36 | 97.95 | 50 | 1.96 | 30 | 3.27 |
| 45 | 545MF | 460 | 67 | 570 | 54.49 | 82.36 | 102.95 | 60 | 1.72 | 30 | 3.43 |
| 47/90 | 547/90 ∞ | 595 | 90 | 740 | 70.73 | 106.36 | 132.95 | 60 | 2.22 | 30 | 4.43 |
| 48/91 | 648/91 ∞ | 700 | 110 | 875 | 82.36 | 123.96 | 154.95 | 70 | 2.21 | 30 | 5.17 |
| 49/93 | 749/93 ∞ | 850 | 145 | 1050 | 95.24 | 143.96 | 179.95 | 75 | 2.40 | 30 | 6.00 |
| 50 | 650MF | 600 | 108 | 750 | 96.82 | 146.36 | 182.95 | 70 | 2.61 | 30 | 6.10 |
| 51 | 551MF | 450 | 70 | 550 | 52.82 | 79.96 | 99.95 | 60 | 1.67 | 30 | 3.33 |
| 51R | 551RMF | 450 | 70 | 550 | 52.82 | 79.96 | 99.95 | 60 | 1.67 | 30 | 3.33 |
| 55 | 755MF | 585 | 95 | 725 | 68.55 | 103.16 | 128.95 | 75 | 1.72 | 30 | 4.30 |
| | 555MF | 500 | 75 | 600 | 61.03 | 91.96 | 114.95 | 60 | 1.92 | 30 | 3.83 |
| 58 | 658MF | 530 | 85 | 725 | 55.32 | 83.16 | 103.95 | 70 | 1.49 | 30 | 3.47 |
| | 558MF | 500 | 75 | 630 | 51.08 | 76.76 | 95.95 | 60 | 1.60 | 30 | 3.20 |
| | 458MF | 430 | 70 | 520 | 48.23 | 72.76 | 90.95 | 50 | 1.82 | 30 | 3.03 |
| 58R | 658RMF | 530 | 85 | 725 | 55.32 | 83.16 | 103.95 | 70 | 1.49 | 30 | 3.47 |
| 62 | 562MF | 480 | 80 | 590 | 60.46 | 91.16 | 113.95 | 60 | 1.90 | 30 | 3.80 |
| 64 | 664MF | 630 | 115 | 785 | 75.97 | 114.36 | 142.95 | 70 | 2.04 | 30 | 4.77 |
| 65 | 665MF | 880 | 150 | 1040 | 79.86 | 120.76 | 150.95 | 70 | 2.16 | 30 | 5.03 |
| | 565MF | 650 | 130 | 865 | 66.06 | 99.96 | 124.95 | 60 | 2.08 | 30 | 4.17 |
| 70 | 570MF | 540 | 80 | 665 | 51.39 | 77.56 | 96.95 | 60 | 1.62 | 30 | 3.23 |
| 75 | 775MF | 720 | 100 | 860 | 62.66 | 94.36 | 117.95 | 75 | 1.57 | 30 | 3.93 |
| | 675MF | 630 | 90 | 775 | 58.62 | 88.76 | 110.95 | 70 | 1.59 | 30 | 3.70 |
| | 575MF | 540 | 85 | 675 | 52.72 | 79.16 | 98.95 | 60 | 1.65 | 30 | 3.30 |
| 78 | 778MF | 770 | 115 | 925 | 70.38 | 106.36 | 132.95 | 75 | 1.77 | 30 | 4.43 |
| | 678MF | 690 | 110 | 820 | 62.97 | 95.16 | 118.95 | 70 | 1.70 | 30 | 3.97 |
| | 578MF | 550 | 90 | 690 | 53.43 | 80.76 | 100.95 | 60 | 1.68 | 30 | 3.37 |
| 85 | 685MF | 720 | 100 | 860 | 60.37 | 91.16 | 113.95 | 70 | 1.63 | 30 | 3.80 |
| 86 | 586MF | 540 | 85 | 675 | 53.89 | 81.56 | 101.95 | 60 | 1.70 | 30 | 3.40 |

SW

| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | | |
|--|-------------|-------------------|-------------------|------------------|------------|------------------|------------------|------------------------------------|------------------------------------|--|--|----------|
| | | CCA @ 0°F | RESERVE CAPACITY | REF. CA @ 32°F | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. | |
| 12-VOLT AGM BATTERY | | | | | | | | | | | | |
| MIATA | 8AMU1R | 320 | 45 | 400 | 81.99 | 123.96 | 154.95 | 30 | 5.17 | 18 | 8.61 | |
| GRP # | DIN SIZE | PART NUMBER | PERFORMANCE LEVEL | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | |
| | | | CCA @ 0°F | RESERVE CAPACITY | 20 AH RATE | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. |
| 12-VOLT EUROPEAN PASSENGER CAR-LIGHT TRUCK-VAN CALCIUM/SILVER MAINTENANCE-FREE | | | | | | | | | | | | |
| 40R | T6 | 640RMF | 650 | 110 | 50 | 71.83 | 107.96 | 134.95 | 70 | 1.93 | 30 | 4.50 |
| 41 | | 641MF | 660 | 110 | 64 | 78.01 | 117.56 | 146.95 | 70 | 2.10 | 30 | 4.90 |
| 42 | | 642MF | 475 | 70 | 40 | 59.64 | 89.56 | 111.95 | 70 | 1.60 | 30 | 3.73 |
| 47 | H5 | 647MF | 600 | 95 | 60 | 69.20 | 104.76 | 130.95 | 70 | 1.87 | 30 | 4.37 |
| 48 | H6 | 9AGM48 | 760 | 120 | 70 | 105.74 | 160.76 | 200.95 | 70 | 2.87 | 30 | 6.70 |
| | H6 | 648MF | 700 | 120 | 70 | 82.99 | 125.56 | 156.95 | 70 | 2.24 | 30 | 5.23 |
| 49 | H8 | 9AGM49 | 900 | 180 | 95 | 132.68 | 199.96 | 249.95 | 70 | 3.57 | 30 | 8.33 |
| | H8 | 649MF | 875 | 185 | 100 | 93.43 | 140.76 | 175.95 | 70 | 2.51 | 30 | 5.87 |
| 90 | T5 | 690MF | 520 | 90 | 45 | 62.74 | 94.36 | 117.95 | 70 | 1.69 | 30 | 3.93 |
| 91 | T6 | 691MF | 600 | 110 | 50 | 74.55 | 112.76 | 140.95 | 70 | 2.01 | 30 | 4.70 |
| 93 | T8 | 693MF | 800 | 145 | 65 | 87.17 | 131.16 | 163.95 | 70 | 2.34 | 30 | 5.47 |
| 94R | H7 | 694RMF | 650 | 133 | 80 | 111.86 | 168.76 | 210.95 | 70 | 3.01 | 30 | 7.03 |
| 97R | H5 | 697RMF | 600 | 95 | 60 | 69.92 | 105.56 | 131.95 | 70 | 1.89 | 30 | 4.40 |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | | |
| | | CCA @ 0°F | RESERVE CAPACITY | REF. CA @ 32°F | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. | |
| 12-VOLT LIGHT TRUCK / FARM TRACTOR / PASSENGER CAR / OLDER MODEL PASSENGER CARS | | | | | | | | | | | | |
| 3EE | | 403E | 400 | 95 | 485 | 80.12 | 120.76 | 150.95 | — | — | 30 | 5.03 |
| | | 403ED | 400 | 95 | 485 | 80.12 | 120.76 | 150.95 | — | — | 30 | 5.03 |
| 29NF | | 429NF | 390 | 100 | 465 | 102.68 | 155.16 | 193.95 | — | — | 30 | 6.47 |
| | | 429NFD | 390 | 100 | 465 | 102.68 | 155.16 | 193.95 | — | — | 30 | 6.47 |
| 53 | | 353 | 290 | 62 | 360 | 87.73 | 131.96 | 164.95 | — | — | 20 | 8.25 |
| | | 353D | 290 | 62 | 360 | 87.73 | 131.96 | 164.95 | — | — | 20 | 8.25 |
| 6-VOLT LIGHT TRUCK / FARM TRACTOR / PASSENGER CAR / OLDER MODEL PASSENGER CARS | | | | | | | | | | | | |
| 1 | | 701MF | 625 | 130 | 770 | 46.85 | 70.36 | 87.95 | — | — | 20 | 4.40 |
| 2E | | 402E | 620 | 190 | 750 | 107.33 | 161.56 | 201.95 | — | — | 20 | 10.10 |
| | | 402ED | 620 | 190 | 750 | 107.33 | 161.56 | 201.95 | — | — | 20 | 10.10 |
| 19L | | 319L | 440 | 120 | 560 | 71.58 | 107.96 | 134.95 | — | — | 20 | 6.75 |
| | | 319LD | 440 | 120 | 560 | 71.58 | 107.96 | 134.95 | — | — | 20 | 6.75 |
| 8-VOLT COMMERCIAL SERVICE | | | | | | | | | | | | |
| 1 | | 801 | 520 | 102 | 650 | 67.39 | 101.56 | 126.95 | — | — | 24 | 5.29 |
| | | 801D | 520 | 102 | 650 | 67.39 | 101.56 | 126.95 | — | — | 24 | 5.29 |
| 6-VOLT HEAVY-DUTY COMMERCIAL SERVICE | | | | | | | | | | | | |
| 1 | | 901MF | 650 | 180 | 815 | 55.59 | 83.96 | 104.95 | — | — | 30 | 3.50 |
| | | 901MFD | 650 | 180 | 815 | 55.59 | 83.96 | 104.95 | — | — | 30 | 3.70 |
| 2 | | 902 | 780 | 215 | 940 | 65.51 | 99.16 | 123.95 | — | — | 30 | 4.13 |
| | | 902D | 780 | 215 | 940 | 69.33 | 104.76 | 130.95 | — | — | 30 | 4.37 |
| 3D | | 903DY | 1400 | 675 | 1660 | 271.84 | 410.36 | 512.95 | — | — | 30 | 17.10 |
| 3EH | | 93EH | 925 | 250 | 1095 | 77.63 | 116.76 | 145.95 | — | — | 30 | 4.87 |
| | | 93EHD | 925 | 250 | 1095 | 77.63 | 116.76 | 145.95 | — | — | 30 | 4.87 |
| 4 | | 904MF | 1000 | 270 | 1220 | 71.70 | 107.96 | 134.95 | — | — | 30 | 4.50 |
| | | 94EH | 850 | 320 | 1000 | 102.78 | 155.16 | 193.95 | — | — | 30 | 6.47 |
| 4EH | | 94EHD | 850 | 320 | 1000 | 102.78 | 155.16 | 193.95 | — | — | 30 | 6.47 |
| | | 94EHD | 850 | 320 | 1000 | 102.78 | 155.16 | 193.95 | — | — | 30 | 6.47 |
| 5D | | 905D | 880 | 300 | 1100 | 88.05 | 132.76 | 165.95 | — | — | 30 | 5.53 |
| | | 905DY | 880 | 300 | 1100 | 88.05 | 132.76 | 165.95 | — | — | 30 | 5.53 |
| 7D | | 907D | 950 | 350 | 1120 | 103.62 | 155.96 | 194.95 | — | — | 30 | 6.50 |
| | | 907DY | 950 | 350 | 1120 | 103.62 | 155.96 | 194.95 | — | — | 30 | 6.50 |
| 12-VOLT HEAVY-DUTY COMMERCIAL SERVICE | | | | | | | | | | | | |
| 3ET | | 93ET | 500 | 120 | 625 | 83.40 | 125.56 | 156.95 | — | — | 30 | 5.23 |
| | | 93ETD | 500 | 120 | 625 | 83.40 | 125.56 | 156.95 | — | — | 30 | 5.23 |
| 4D | | 904D | 900 | 260 | 1100 | 125.78 | 189.56 | 236.95 | — | — | 30 | 7.90 |
| | | 904D | 1010 | 290 | 1235 | 131.78 | 199.16 | 248.95 | — | — | 30 | 8.30 |
| | | 904DY | 1010 | 290 | 1235 | 142.61 | 215.16 | 268.95 | — | — | 30 | 8.97 |
| 4DLT | | 94DLT | 900 | 240 | 1065 | 116.85 | 175.96 | 219.95 | — | — | 30 | 7.33 |
| | | 94DLTD | 900 | 240 | 1065 | 116.85 | 175.96 | 219.95 | — | — | 30 | 7.33 |
| 8D | | 708D | 1100 | 325 | 1340 | 141.00 | 212.76 | 265.95 | — | — | 30 | 8.87 |
| | | 908D | 1375 | 430 | 1630 | 159.67 | 240.76 | 300.95 | — | — | 30 | 10.03 |
| | | 908DY | 1375 | 430 | 1630 | 173.49 | 261.56 | 326.95 | — | — | 30 | 10.90 |
| | | 908DMF | 1450 | 450 | 1790 | 185.91 | 280.76 | 350.95 | — | — | 30 | 11.70 |
| 16TF | | 916TF | 485 | 210 | 590 | 198.50 | 299.16 | 373.95 | — | — | 30 | 12.47 |
| | | 916TFD | 485 | 210 | 590 | 198.50 | 299.16 | 373.95 | — | — | 30 | 12.47 |
| 17TF | | 917TF | 530 | 150 | 630 | 125.04 | 188.76 | 235.95 | — | — | 30 | 7.87 |
| | | 917TFD | 530 | 150 | 630 | 125.04 | 188.76 | 235.95 | — | — | 30 | 7.87 |
| 28 | | 928MF | 535 | 100 | 660 | 88.15 | 132.76 | 165.95 | — | — | 30 | 5.53 |
| | | 928MFD | 535 | 100 | 660 | 94.83 | 143.16 | 178.95 | — | — | 30 | 5.97 |
| 30H | | 930H | 550 | 125 | 695 | 72.40 | 109.56 | 136.95 | — | — | 30 | 4.57 |
| | | 930HD | 550 | 125 | 695 | 75.87 | 114.36 | 142.95 | — | — | 30 | 4.77 |
| | | 1130HMF | 850 | 180 | 1040 | 88.10 | 132.76 | 165.95 | — | — | 30 | 5.53 |
| 31 | | 931MF | 650 | 145 | 810 | 71.98 | 108.76 | 135.95 | — | — | 30 | 4.53 |
| | | 1031MF | 760 | 170 | 910 | 79.12 | 119.16 | 148.95 | — | — | 30 | 4.97 |
| | | 1131MF | 925 | 170 | 1110 | 86.69 | 130.36 | 162.95 | — | — | 30 | 5.43 |
| | | 1131XMF | 1000 | 185 | 1190 | 90.69 | 136.76 | 170.95 | — | — | 30 | 5.70 |
| | | 1131XMFD | 1000 | 185 | 1190 | 106.19 | 159.96 | 199.95 | — | — | 30 | 6.67 |
| | | 1231MF | 1125 | 195 | 1260 | 97.55 | 147.16 | 183.95 | — | — | 30 | 6.13 |
| 31P | | 931PMF | 650 | 145 | 810 | 71.98 | 108.76 | 135.95 | — | — | 30 | 4.53 |
| | | 1031PMF | 760 | 170 | 910 | 79.12 | 119.16 | 148.95 | — | — | 30 | 4.97 |
| | | 1131PMF | 925 | 170 | 1110 | 86.69 | 130.36 | 162.95 | — | — | 30 | 5.43 |
| | | 1131XPMF | 1000 | 185 | 1190 | 90.69 | 136.76 | 170.95 | — | — | 30 | 5.70 |
| | | 1231PMF | 1125 | 195 | 1260 | 97.55 | 147.16 | 183.95 | — | — | 30 | 6.13 |

| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | | | |
|---|-------------|-------------------|------------------|------------------|--------------|------------------|------------------|------------------------------------|------------------------------------|--|--|--|----------|
| | | CCA @ 0°F | RESERVE CAPACITY | REF. CA @ 32°F | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. | | |
| 12-VOLT HEAVY-DUTY COMMERCIAL SEVERE SERVICE / DUAL PURPOSE | | | | | | | | | | | | | |
| 31 | DP31CS | 650 | 180 | 810 | 85.03 | 127.96 | 159.95 | — | — | 30† | 5.33 | | |
| | DP31PCS | 650 | 180 | 810 | 85.03 | 127.96 | 159.95 | — | — | 30† | 5.33 | | |
| | 7T31 | 700 | 190 | 910 | 95.36 | 143.96 | 179.95 | — | — | 30† | 6.00 | | |
| 12-VOLT MARINE / RV STARTING CALCIUM MAINTENANCE-FREE | | | | | | | | | | | | | |
| 24 | 24M7 | 875 | 125 | 1000 | 80.75 | 121.56 | 151.95 | — | — | 24 | 6.33 | | |
| | 24M6 | 650 | 120 | 820 | 63.16 | 95.16 | 118.95 | — | — | 24 | 4.96 | | |
| | 24M5 | 550 | 90 | 650 | 54.64 | 82.36 | 102.95 | — | — | 24 | 4.29 | | |
| | 24M4 | 440 | 70 | 550 | 48.47 | 72.76 | 90.95 | — | — | 24 | 3.79 | | |
| 27 | 27M6 | 750 | 182 | 925 | 88.78 | 133.56 | 166.95 | — | — | 24 | 6.96 | | |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | |
| | | CCA @ 0°F | MCA @ 32°F | MINS. @ 23 A | MINS. @ 25 A | 20 AH RATE | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. |
| 12-VOLT MARINE / RV DUAL PURPOSE STARTING / DEEP CYCLE SERVICE | | | | | | | | | | | | | |
| 24 | DP24 | 525 | 650 | 140 | 120 | 65 | 66.58 | 100.76 | 125.95 | — | — | 24 | 5.25 |
| 27 | DP27 | 625 | 770 | 175 | 150 | 80 | 75.67 | 114.36 | 142.95 | — | — | 24 | 5.96 |
| 31 | DP31DT | 650 | 810 | 205 | 182 | 100 | 90.54 | 136.76 | 170.95 | — | — | 24 | 7.12 |
| 12-VOLT MARINE / RV HEAVY-DUTY DEEP CYCLE SERVICE (INCLUDING STARTING) | | | | | | | | | | | | | |
| 24 | DC24 | 500 | 625 | 150 | 130 | 75 | 75.58 | 114.36 | 142.95 | — | — | 24 | 5.96 |
| 27 | DC27 | 575 | 715 | 200 | 175 | 90 | 89.17 | 134.36 | 167.95 | — | — | 24 | 7.00 |
| 31 | DC31DT | 650 | 810 | 225 | 185 | 105 | 101.82 | 153.56 | 191.95 | — | — | 24 | 8.00 |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | | |
| | | CCA @ 0°F | MCA @ 32°F | 8 AH RATE | 6 AH RATE | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. | |
| 8-VOLT MARINE AND INDUSTRIAL | | | | | | | | | | | | | |
| | 8V195 | 980 | 1170 | 170 | 166 | — | 189.42 | 285.56 | 356.95 | — | — | 24 | 14.87 |
| | 8V195D | 980 | 1170 | 170 | 166 | — | 189.42 | 285.56 | 356.95 | — | — | 24 | 14.87 |
| | 819 | 510 | 610 | 167 | 158 | — | 249.16 | 375.96 | 469.95 | — | — | 24 | 19.58 |
| | 819D | 510 | 610 | 167 | 158 | — | 249.16 | 375.96 | 469.95 | — | — | 24 | 19.58 |
| | 821 | 530 | 635 | 187 | 177 | — | 265.09 | 399.96 | 499.95 | — | — | 24 | 20.83 |
| | 821D | 530 | 635 | 187 | 177 | — | 265.09 | 399.96 | 499.95 | — | — | 24 | 20.83 |
| | 825 | 730 | 870 | 224 | 212 | — | 316.72 | 477.56 | 596.95 | — | — | 24 | 24.87 |
| | 825D | 730 | 870 | 224 | 212 | — | 316.72 | 477.56 | 596.95 | — | — | 24 | 24.87 |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | | | |
| | | MINS. @ 23 A | MINS. @ 25 A | 20 AH RATE | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. | | |
| 12-VOLT DEEP CYCLE / ELECTRIC VEHICLE / WHEELCHAIR | | | | | | | | | | | | | |
| U1 | EVU1 | 54 | 48 | 31 | — | — | 43.87 | 66.36 | 82.95 | — | — | 12 | 6.91 |
| 22NF | EV22NF | 76 | 68 | 50 | — | — | 71.04 | 107.16 | 133.95 | — | — | 12 | 11.16 |
| 24 | EV24 | 150 | 130 | 75 | — | — | 75.58 | 114.36 | 142.95 | — | — | 12 | 11.91 |
| 27 | EV27 | 200 | 175 | 90 | — | — | 89.17 | 134.36 | 167.95 | — | — | 12 | 14.00 |
| 31 | EV31 | 230 | 210 | 110 | — | — | 121.25 | 183.16 | 228.95 | — | — | 12 | 19.08 |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | | | |
| | | CCA @ 0°F | RESERVE CAPACITY | 20 AH RATE | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. | | |
| ORDNANCE | | | | | | | | | | | | | |
| 2HN | 2HND | 400 | 75 | — | — | — | 90.98 | 137.56 | 171.95 | 24 | 7.16 | 24 | 7.16 |
| 4HN | 4HND | 235 | 28 | — | — | — | 122.46 | 184.76 | 230.95 | 24 | 9.62 | 24 | 9.62 |
| 6TL | 6TMF | 750 | 230 | 120 | — | — | 141.60 | 213.56 | 266.95 | 24 | 11.12 | 24 | 11.12 |
| | 6TMFD | 750 | 230 | 120 | — | — | 150.52 | 227.16 | 283.95 | 24 | 11.83 | 24 | 11.83 |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | | | |
| | | 20 AH | | | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. | | |
| 12-VOLT FLOODED CABLE TV | | | | | | | | | | | | | |
| 27 | CTVE27 | 99 | | | — | — | 88.10 | 132.76 | 165.95 | — | — | 12 | 13.83 |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | |
| | | 20 AH RATE | 6 AH RATE | MINS. DISCHARGED | | | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. |
| 6-VOLT FLOOR SCRUBBER AND SWEEPER | | | | | | | | | | | | | |
| | 8C11 | 235 | 190 | 120 | — | — | 120.33 | 181.56 | 226.95 | — | — | 12 | 18.91 |
| | 8C11D | 235 | 190 | 120 | — | — | 120.33 | 181.56 | 226.95 | — | — | 12 | 18.91 |
| | 9C11 | 250 | 210 | 130 | — | — | 129.92 | 195.96 | 244.95 | — | — | 12 | 20.41 |
| | 9C11D | 250 | 210 | 130 | — | — | 129.92 | 195.96 | 244.95 | — | — | 12 | 20.41 |
| | 8C6V | 330 | 270 | 170 | — | — | 158.72 | 239.16 | 298.95 | — | — | 12 | 24.91 |
| | 8C6VD | 330 | 270 | 170 | — | — | 158.72 | 239.16 | 298.95 | — | — | 12 | 24.91 |
| | 8L16 | 370 | 295 | 190 | — | — | 183.76 | 277.56 | 346.95 | — | — | 12 | 28.91 |
| | 8L16D | 370 | 295 | 190 | — | — | 183.76 | 277.56 | 346.95 | — | — | 12 | 28.91 |
| 12-VOLT FLOOR SCRUBBER AND SWEEPER | | | | | | | | | | | | | |
| | 8C12 | 195 | 160 | 90 | — | — | 196.29 | 295.96 | 369.95 | — | — | 12 | 30.83 |
| | 8C12D | 195 | 160 | 90 | — | — | 196.29 | 295.96 | 369.95 | — | — | 12 | 30.83 |
| | 9C12 | 228 | 180 | 115 | — | — | 212.14 | 319.96 | 399.95 | — | — | 12 | 33.33 |
| | 9C12D | 228 | 180 | 115 | — | — | 212.14 | 319.96 | 399.95 | — | — | 12 | 33.33 |
| | 8KFS | 135 | 110 | 55 | — | — | 161.97 | 243.96 | 304.95 | — | — | 12 | 25.41 |
| | 8KFSD | 135 | 110 | 55 | — | — | 161.97 | 243.96 | 304.95 | — | — | 12 | 25.41 |

| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | |
|---|-------------|-------------------|------------------|------------------|------|-----------|--------|------------------|----------------|------------------------------------|-----------|--|----------|
| | | 20 AH RATE | 6 AH RATE | MINS. DISCHARGED | | | | | | WARR. MO. | COST/MO. | WARR. MO. | COST/MO. |
| | | | | 75 A | 56 A | 25 A | | | | | | | |
| 6-VOLT GOLF CAR / ELECTRIC VEHICLE / MOTIVE POWER & DEEP CYCLE SERVICE | | | | | | | | | | | | | |
| GC2 | GC10G | 190 | 156 | 100 | --- | --- | 90.99 | 137.56 | 171.95 | --- | --- | 10 | 17.20 |
| | GC10P | 190 | 156 | 100 | --- | --- | 90.99 | 137.56 | 171.95 | --- | --- | 10 | 17.20 |
| | GC10 | 190 | 156 | 100 | --- | --- | 90.99 | 137.56 | 171.95 | --- | --- | 10 | 17.20 |
| | GC15G | 215 | 178 | 115 | --- | --- | 99.29 | 149.56 | 186.95 | --- | --- | 12 | 15.58 |
| | GC15GD | 215 | 178 | 115 | --- | --- | 106.74 | 160.76 | 200.95 | --- | --- | 12 | 16.75 |
| | GC15P | 215 | 178 | 115 | --- | --- | 99.29 | 149.56 | 186.95 | --- | --- | 12 | 15.58 |
| | GC15 | 215 | 178 | 115 | --- | --- | 99.29 | 149.56 | 186.95 | --- | --- | 12 | 15.58 |
| | GC25 | 235 | --- | 132 | --- | 488 | 111.63 | 168.76 | 210.95 | --- | --- | 12 | 17.58 |
| | GC25G | 235 | --- | 132 | --- | 488 | 111.63 | 168.76 | 210.95 | --- | --- | 12 | 17.58 |
| GC2H | GC45G | 244 | --- | 145 | --- | 530 | 123.27 | 186.36 | 232.95 | --- | --- | 12 | 19.41 |
| 8-VOLT GOLF CAR / ELECTRIC VEHICLE / MOTIVE POWER & DEEP CYCLE SERVICE | | | | | | | | | | | | | |
| GC8 | GC8V | 165 | --- | 85 | 121 | 318 | 109.26 | 164.76 | 205.95 | --- | --- | 12 | 17.16 |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | |
| | | CCA @ 0°F | RESERVE CAPACITY | REF. CA @ 32°F | | WARR. MO. | | | | COST/MO. | WARR. MO. | COST/MO. | |
| | | | | 75 A | 56 A | | | | | | | | |
| 12-VOLT GOLF CAR STARTING BATTERY | | | | | | | | | | | | | |
| 24/26 | 426G | 425 | --- | 60 | --- | 530 | 46.21 | 69.56 | 86.95 | --- | --- | 12 | 7.25 |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | |
| | | CCA @ 0°F | RESERVE CAPACITY | REF. CA @ 32°F | | WARR. MO. | | | | COST/MO. | WARR. MO. | COST/MO. | |
| | | | | 75 A | 56 A | | | | | | | | |
| LAWN MOWER / GARDEN TRACTOR / SMALL ENGINE CALCIUM MAINTENANCE-FREE | | | | | | | | | | | | | |
| U1 | 5U1L | 165 | --- | --- | --- | 190 | 25.90 | 39.16 | 48.95 | --- | --- | 12 | 4.08 |
| | 7U1L | 195 | --- | --- | --- | 235 | 27.09 | 40.76 | 50.95 | --- | --- | 12 | 4.25 |
| | 8U1L | 230 | --- | --- | --- | 275 | 28.88 | 43.16 | 53.95 | --- | --- | 12 | 4.50 |
| | 9U1L | 275 | --- | --- | --- | 335 | 30.62 | 46.36 | 57.95 | --- | --- | 12 | 4.83 |
| | 9U1LD | 275 | --- | --- | --- | 335 | 35.10 | 52.76 | 65.95 | --- | --- | 12 | 5.50 |
| | 10U1L | 300 | --- | --- | --- | 365 | 32.12 | 48.76 | 60.95 | --- | --- | 12 | 5.08 |
| | 11U1L | 350 | --- | --- | --- | 410 | 38.70 | 58.36 | 72.95 | --- | --- | 12 | 6.08 |
| U1R | 5U1R | 165 | --- | --- | --- | 190 | 25.90 | 39.16 | 48.95 | --- | --- | 12 | 4.08 |
| | 7U1R | 195 | --- | --- | --- | 235 | 27.09 | 40.76 | 50.95 | --- | --- | 12 | 4.25 |
| | 8U1R | 230 | --- | --- | --- | 275 | 28.88 | 43.16 | 53.95 | --- | --- | 12 | 4.50 |
| | 9U1R | 275 | --- | --- | --- | 335 | 30.62 | 46.36 | 57.95 | --- | --- | 12 | 4.83 |
| | 9U1RD | 275 | --- | --- | --- | 335 | 35.10 | 52.76 | 65.95 | --- | --- | 12 | 5.50 |
| | 10U1R | 300 | --- | --- | --- | 365 | 32.12 | 48.76 | 60.95 | --- | --- | 12 | 5.08 |
| 22F | 522FMP | 425 | 65 | --- | --- | 540 | 55.38 | 83.16 | 103.95 | --- | --- | 12 | 8.66 |
| | 522FMFD | 425 | 65 | --- | --- | 540 | 61.51 | 92.76 | 115.95 | --- | --- | 12 | 9.66 |
| 22NF | 322NF | 345 | 58 | --- | --- | 415 | 50.09 | 75.16 | 93.95 | --- | --- | 12 | 7.83 |
| | 322NFD | 345 | 58 | --- | --- | 415 | 50.09 | 75.16 | 93.95 | --- | --- | 12 | 7.83 |
| GROUP NUMBER | PART NUMBER | PERFORMANCE LEVEL | | | | | SW | SUGGESTED RETAIL | SUGGESTED LIST | PASSENGER CAR & TRUCK THRU ONE TON | | OVER 1 TON: 2 WAY RADIO EQUIPPED, MARINE, ETC. | |
| | | CCA @ 0°F | RESERVE CAPACITY | REF. CA @ 32°F | | WARR. MO. | | | | COST/MO. | WARR. MO. | COST/MO. | |
| | | | | 75 A | 56 A | | | | | | | | |
| 12-VOLT VALUE LINE | | | | | | | | | | | | | |
| 26/70 | VL70DT | 425 | 60 | --- | --- | 530 | 40.59 | 61.56 | 76.95 | 55 | 1.40 | 30 | 2.57 |
| 34/78 | VL78DT | 525 | 80 | --- | --- | 650 | 50.60 | 75.96 | 94.95 | 55 | 1.73 | 30 | 3.17 |
| 75/86 | VL75DT | 560 | 80 | --- | --- | 700 | 49.23 | 74.36 | 92.95 | 55 | 1.69 | 30 | 3.10 |
| 24/24R | VL24/24R | 440 | 70 | --- | --- | 550 | 41.35 | 62.36 | 77.95 | 55 | 1.42 | 30 | 2.60 |
| 26/26R | VL26/26R | 440 | 60 | --- | --- | 560 | 40.62 | 61.56 | 76.95 | 55 | 1.40 | 30 | 2.57 |
| 58 | VL58 | 430 | 70 | --- | --- | 520 | 40.91 | 61.56 | 76.95 | 55 | 1.40 | 30 | 2.57 |
| 65 | VL65 | 650 | 110 | --- | --- | 865 | 56.94 | 85.56 | 106.95 | 55 | 1.94 | 30 | 3.57 |
| 70 | VL70 | 440 | 60 | --- | --- | 560 | 40.04 | 60.76 | 75.95 | 55 | 1.38 | 30 | 2.53 |
| 75 | VL75 | 440 | 70 | --- | --- | 560 | 40.04 | 60.76 | 75.95 | 55 | 1.38 | 30 | 2.53 |
| 31 | VL31 | 700 | 120 | --- | --- | 875 | 63.51 | 95.96 | 119.95 | --- | --- | 30 | 4.00 |
| | VL31P | 700 | 120 | --- | --- | 875 | 63.51 | 95.96 | 119.95 | --- | --- | 30 | 4.00 |

Symbols:

- ∞ To be discontinued when stock is depleted
- f 12 months in deep cycle service
- ¥ 12 month in Lawn & Garden service
- Refer to this page for adjustment cost/month

Extra Acid:

- 1 Quart Pack 5.00
- 6 Quart Pack 7.00
- 5 Gallon Pack 16.00

See Terminal Catalog for availability and how-to-order special terminals.
Special terminals available at the following additional prices per battery:

- T872, T872M, T875, T876, T881, T882, T8AE 3.20
- T803, T804, T975, T976 3.90
- T877, T903, T904 5.10
- T880 6.90
- T130, T230, T300, T980 8.20
- T928, T978, T929, T979 included in price of 8D when requested

"POWERED FOR PERFORMANCE"™

DISTRIBUTED BY:

EAST PENN manufacturing co., inc.

Lyon Station, PA 19536-0147 • Phone: 610-682-6361 • Fax: 610-682-4781

Order Department Hotline: 610-682-4231

www.dekabatteries.com • e-mail: eastpenn@eastpenn-deka.com

E.P.M. Form No. 0491 Rev. 12/1905 © 2005 by EPM Printed in U.S.A.

SW

SIGN AND RETURN THIS PAGE

INVITATION FOR BIDS

CONTRACT PROPOSAL NO. 2006-958RTCC

**AC TRANSIT DISTRICT
Purchasing Department
10626 International Blvd.
Oakland, CA 94603**

Date: October 2, 2006

**TITLE: Heavy Duty Coach and
Automotive Batteries**

**BIDS WILL BE OPENED at 10626 International
Blvd. by 2 P.M. October 31, 2006**

**DO NOT INCLUDE SALES OR EXCISE TAXES in
Bid prices**

Sign the bid, put it in an envelope, and write the
Contract Bid number and Title on the outside.
Sign and return this page Retain Bidder's
Duplicate copy for your files.

ALL BIDDERS COMPLETE THIS SECTION:

October 25 2006

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District

Name under which
business is conducted: Batteries USA Inc.

Business street address: One Industrial Street Telephone: (415) 647-5575
San Francisco CA 94124
City State Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:
Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):
Signed _____ Typed Name _____
Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:
Corporate Name: Batteries USA Inc.
Signed [Signature] Typed Name Said Senan Title President
Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008
SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Batteries U.S.A INC

Company Name

one Industrial Street

Street /Mailing Address

San Francisco, CA, 94124

City/State/Zip Code

TAX ID 94-3159862

I. PRIME CONTRACTOR

San Francisco Disadvantage Business Enterprise

The Bidder/Proposer is a ~~CalTrans~~ certified DBE under the ~~CalTrans~~ Uniform Certification Program.

Certification No. HR C110712354 Expiration Date Nov 2007

The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.

Application Date _____ Status of application _____

The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

II. SUB-CONTRACTOR (if proposed in bid or proposal)

Attach a separate sheet for each sub-contractor to be used in the performance of services under a proposal specifying the sub-contractor DBE status as stated under section I listed above

If not already registered, sub-contractors should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

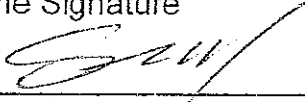
Prime Contractor's are requested to explain the DBE program and encourage sub contractors to apply for certification

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

Prime Signature

Date



President

11/8/06

(Position/Title)

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

CERTIFICATION OF PROPOSED PRIME CONTRACTOR REGARDING
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
(for Contracts totaling over \$25,000)

(Contractor) Batteries u.s. A certifies to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

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


Signature and Title of Authorized Official President 11/8/06

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

BUY AMERICA CERTIFICATE

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: 11/8/06

Signature: [Signature]

Company Name: Batteries U.S.A.

Title: President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7

Date: _____

Signature: _____

Company Name: _____

Title: _____

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

CERTIFICATION REGARDING LOBBYING


I, SAM SENAN, President (Name and Title of Authorized Official), hereby
certify on behalf of Batteries USA (Subcontractor) that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly

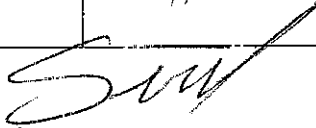
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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



Signature and Title of Authorized Official
11/2/06

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

| | |
|--|---|
| <p>14. Brief description of Services Performed and Date(s) of Service, including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> | |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | |
| <p>N/A</p> | |
| <p>N/A</p> | |
| <p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p> | <p>Signature: </p> |
| | <p>Print Name: <u>Said Senan</u></p> <p>Title: <u>Resident</u></p> <p>Telephone No: <u>415 647 5575</u> 11/9/06</p> |
| <p>Federal Use Only:</p> | <p>Authorized for Local Reproduction Standard Form - LLL</p> |

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Formatted: Bullets and Numbering
Formatted: Bullets and Numbering

| | | |
|--|---|--|
| <p>1. Type of Federal Action: <input type="checkbox"/></p> <p>a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance</p> | <p>2. Status of Federal Action: <input type="checkbox"/></p> <p>a. Proposal/offer/application b. Initial award c. Post-award</p> <p style="text-align: center;">N/A</p> | <p>3. Report Type: <input type="checkbox"/> **</p> <p>a. Initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of Last Report: N/A</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known:</p> | <p>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p> | |
| <p>6. Federal Department/Agency:</p> <p style="text-align: center;">N/A</p> | <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: N/A</p> | |
| <p>8. Federal Action Number, if known:</p> <p style="text-align: center;">N/A</p> | <p>9. Award Amount, if known:</p> <p style="text-align: center;">N/A</p> | |
| <p>10a. Name and Address of Lobbying Entity (last name, first name, MI):</p> <p>(attach continuation sheet(s) SF-LLL-A, if necessary)</p> <p style="text-align: center;">N/A</p> | <p>b. Individuals Performing Services (including address if different from No. 10a)</p> <p>(last name, first name, MI):</p> <p style="text-align: center;">N/A</p> | |
| <p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p> | <p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify:</p> <p style="text-align: center;">N/A</p> | |
| <p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature Value _____</p> <p style="text-align: center;">N/A</p> | | |

S. [Signature]
11/2/06



PROCUREMENT DIVISION

Office of Small Business and DVBE Certification

707 Third Street, 1st Floor, Room 400 * PO Box 989052

West Sacramento, California 95798-9052 * (800) 559-5529

May 4, 2006

SB APP 20060504

REF# 0018073
WINCHESTER PACIFIC BATTERIES USA INC
1 INDUSTRIAL ST
SAN FRANCISCO CA 94124-1524

Dear Business Person:

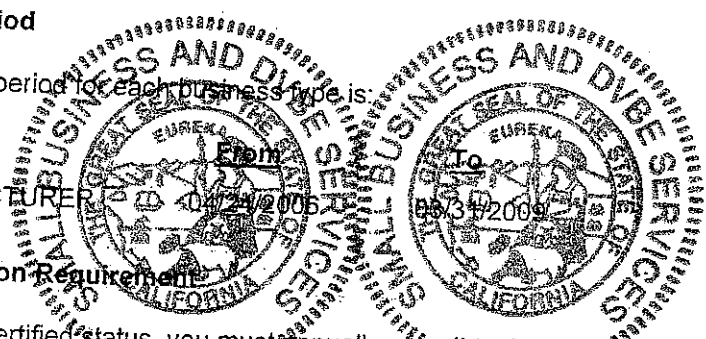
Congratulations on your certified small business status with the State of California. Your certification entitles you to benefits under the state's Small Business Participation Program within state contracting, including a five percent bidding preference and special provisions under the Prompt Payment Act

Certification period

Your certification period for each business type is:

Industry

NON-MANUFACTURER



Annual Submission Requirement

To maintain your certified status, you must annually submit to the Office of Small Business and DVBE Certification (OSDC), proof of annual receipts and proof of employees for your firm and each of your affiliates (if any).

Proof of Annual Receipts

Submit to OSDC, a copy of your firm's and any affiliate firm's ENTIRE federal tax return each year following your certification. Include ALL accompanying schedules, forms, statements, and any other support documents filed with that specific tax return.

If you request a tax filing extension with the Internal Revenue Service, submit to our office a copy of the extension form. When your tax returns are filed, submit a copy of the entire federal tax return to our office.

Proof of Employees

If you have employees whose taxable wages are reported to the California Employment Development Department (EDD) on a quarterly basis, you must annually submit to our office along with your proof of annual receipts, proof of employees for your firm and any affiliates.

We will accept a copy of the EDD's "Quarterly Wage and Withholding Report" (Form DE6) or other format accepted by the EDD. Your employee documents must cover the same four quarters as the tax return you submit for your proof of annual receipts.

If you have out-of-state employees, submit the employee documentation comparable to EDD's "Quarterly Wage and Withholding Report" for the same four-quarter period.

Maintained Your Online Certified Firm Profile

A secure access feature on our website enables you to maintain certain company profile information, including customizable keywords to best describe your business specialties with. Details about the Certified Firm Profile and your secure logon information are available on the final page of this letter. Please keep your logon information page in a secure place and DO NOT share it with anyone or include it with any of your bid documents or submittals.

Reporting Business Changes

You must notify OSDC of all business changes or your certification status will be subject to revocation. The enclosed "Certification Information Change" form identifies specific items that may be reported using the change form and it identifies other changes that require a new certification application submittal.

Prompt Payment Rubber Stamp

The Prompt Payment Act requires state agencies to pay the undisputed invoices of certified small businesses and registered nonprofit organizations on a timely basis. Prompt payment is reinforced by adding interest penalties for late payment. Covered under the Act are certified small businesses that are either a service, manufacturer, or non-manufacturer firm, and nonprofit organizations registered with OSDC.

Compensation on late or unpaid progress payments for certified construction firms is addressed in Public Contract Code, Section §10261.5.

Use of the prompt payment rubber stamp alerts state agencies of a firm's certified small business or registered nonprofit status.

Ordering a rubber stamp

To purchase a prompt payment rubber stamp, complete and submit the enclosed Prompt Payment Rubber Stamp Order Form.

Proof of Eligibility

Maintain this original certification letter for future business needs. To demonstrate your firm's small business eligibility, include a copy of this letter in your state contract bid submittals.

Prior to contract award, agencies will assure the vendor is in compliance with Public Contract Code, Section 10410 et seq. addressing conflict of interest for state officers, state employees or former state employees.

Certification Renewal

A renewal application will be mailed to you prior to the expiration of your small business certification. If you do not receive an application, please call us so that you may timely renew your certification.

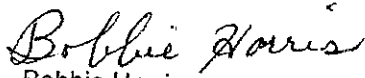
REF# 0018073 WINCHESTER PACIFIC BATTERIES USA INC

May 4, 2006
SB APP 20060504

3

If you have any questions, please contact me at 800 559.5529 (Procurement Division receptionist) or 916.375.4940 (OSDC receptionist), by e-mail bobbie.harris@dgs.ca.gov, or by fax 916.375.4950. The Procurement Division oversees many programs to further state contracting participation. For more information regarding these programs, visit our website at www.pd.dgs.ca.gov/smbus, or visit the Procurement Division's website at www.dgs.ca.gov/pd.

Sincerely,



Bobbie Harris
Certification Officer
Office of Small Business and DVBE Certification



TECHNOLOGIES

CERTIFICATION of RECYCLING

To: SAID SINAN

I, ANTHONY C. SALDANA

Of GNB Technologies, 3900 East 26th Street, Los Angeles, California

Do hereby certify that Batteries received from Batteries USA,

Dated OPEN and received on weighmaster number OPEN

Dated OPEN was not received for re-sale, but will be recycled at this location.

The recycling will take place between the hours of

7 am Monday - Friday And 11pm Monday - Friday

SIGNATURE

TITLE

DATE

OUR EPA FACILITY I.D. NO. IS CAD097854541
OUR EPA TRANSPORTER'S I.D. NO. IS MND981002181
OUR HAZARDOUS WASTE HAULER'S REGISTRATION IS #2157
PART "A" FILED JULY 5, 1985. PART "B" FILED NOVEMBER 7, 1988

INDUSTRIAL WASTE WATER DISCHARGE

PERMIT NO. IWW 11092
LOS ANGELES COUNTY SANITATION DISTRICTS

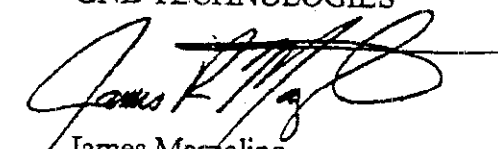
SOLID WASTE DISPOSAL

CHEMICAL WASTE MANAGEMENT
OFFICE - AZUSA, CA (800) 442-5206
CONTACT - ORLANDO CARRENO

DISPOSAL SITE - KETTLEMAN CITY, CA
(209) 386-9711

Should you want to ship batteries, battery parts, or other lead containing materials to GNB, please contact Mr. Anthony Saldana at (213) 262-1101 Ext. 211.

Sincerely,
GNB TECHNOLOGIES


James Marzolino
Environmental Manager

JM:mlf

cc: A. C. Saldana

GNB Technologies
Recycling Division
P.O. Box 23957
2700

EXHIBIT - D

SIGN AND RETURN THIS PAGE

INVITATION FOR BIDS

CONTRACT PROPOSAL NO. 2006-958RTCC

**AC TRANSIT DISTRICT
Purchasing Department
10626 International Blvd.
Oakland, CA 94603**

Date: October 2, 2006

TITLE: Heavy Duty Coach and
Automotive Batteries

**BIDS WILL BE OPENED at 10626 International
Blvd. by 2 P.M. November 15, 2006**

Sign the bid, put it in an envelope, and write the
Contract Bid number and Title on the outside.
Sign and return this page. Retain Bidder's
Duplicate copy for your files.

**DO NOT INCLUDE SALES OR EXCISE TAXES in
Bid prices.**

ALL BIDDERS COMPLETE THIS SECTION:

2006

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which
business is conducted: _____

Business street address: _____ Telephone: _____

_____ City State Zip Code

SOLE OWNER, sign here:

I sign as sole owner of the business named above:
Signed _____ Typed Name _____

PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):
Signed _____ Typed Name _____
Signed _____ Typed Name _____

CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:
Corporate Name: _____
Signed _____ Typed Name _____ Title _____
Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. EXPLANATIONS, CLARIFICATIONS AND CHANGES

Bidders shall request any explanation, clarification or changes to specifications in writing. Any reply and/or change to specifications will be made by written addendum which shall become a part of the bid documents.

2. BID SUBMISSION

To receive consideration, bids must be delivered prior to the date and time for bid opening. All bids shall be in a sealed envelope properly endorsed as to the bid number and opening date. Submission of a bid shall constitute a firm offer to the District for ninety (90) days from the last day for receipt of bids.

Unauthorized conditions, limitations or provisos attached to a bid will render it non-responsive and may cause its rejection. No telegraphic or facsimile bids or modifications will be considered unless otherwise stated.

A bidder may withdraw his bid prior to bid opening without prejudice, by submitting a written request for its withdrawal to the Purchasing Manager. The bidder must be able to identify its Bid, show proper identification, and show proper authorization to withdraw the Bid.

At the hour specified in the notice, the District will open, examine and publicly declare all bids received. Bidders, their representatives, and others interested, are invited to be present at the opening of bids. Awards will be made or bids rejected by the District within a reasonable time after bids have been opened.

3. APPROVED EQUALS

When the name of a manufacturer, brand or make, with or without a model number, is used in describing any item in this document, bids for similar articles will be considered unless otherwise stated. The District shall be the sole judge whether such alternate articles are acceptable. Unless the bidder states to the contrary, articles offered are assumed to be the specific articles named in this document and that articles offered are in accordance with the specifications. If not offering the specific articles named, bidder should enclose with bid full information, specifications and descriptive data on items offered. The District reserves the right to permit deviations from the specifications if any article offered is substantially in accord with the specifications and is deemed by the District to be as good quality and as fully satisfactory for its intended use as an article fully meeting specifications.

4. CONDITION OF ARTICLES

Articles offered and furnished must be new and previously unused and of manufacturer's latest model unless otherwise specified herein.

5. TAXES

The supplies, materials or equipment called for under the specifications will be used by the District in the performance of a governmental function and are exempt from taxation by the United States Government.

Unless otherwise stated bidder shall exclude applicable California State and local sales or use taxes in the total price in his bid. Said tax, wherever applicable, will be paid by the District to the Contractor, if licensed to collect same, or otherwise directly to the State.

6. AWARD AND REJECTION OF BIDS

The District may reject any and all bids, may waive any minor irregularities or informalities in any bid or in the bidding procedure, and must reject a bid of any party who has been delinquent or unfaithful in any former contract with the District. If an award is made, it shall be made to the lowest responsible bidder.

7. DELIVERIES

FOB destination in Oakland, freight prepaid and allowed. Unless otherwise stated in the specification or bid forms, bidder shall include freight or delivery charges in the total price in its proposal.

8. SEPARATE ITEMS OR IN THE AGGREGATE

Any bidder may bid separately for any item unless otherwise provided. The District may make awards on separate items or in an aggregate of several or all items unless otherwise provided.

9. CASH DISCOUNTS

Cash discount (discount for prompt payment) will be taken into consideration in determining the low bid under the following conditions:

- a. Discount period must be at least 30 days.
- b. The discount period will start on the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

- c. Payment is deemed to be made for the purpose of claiming the discount, on the date of mailing the District's warrant or check.

10. ACCEPTANCE, BILLING AND PAYMENT

Acceptance by the District of any equipment, supplies or materials furnished under the contract to be awarded shall occur only subsequent to the final inspection by authorized employees of the District. Defective or nonconforming equipment, supplies or materials shall be rejected by the District and the contract price adjusted accordingly unless acceptable replacement is made.

Invoices shall be rendered in triplicate to AC Transit District, P.O. Box 28507, Oakland, California 94604. Invoices shall include all applicable state, city and special district sales taxes at time of delivery. Invoices shall identify the Contract and Purchase Order Numbers. Unless otherwise stated, the District will make payment within thirty (30) days of the date of completion of delivery of all items on any Purchase Order or other authorization or upon date of properly prepared invoices covering such deliveries, whichever is later.

11. WARRANTY OF TITLE

The Contractor warrants and agrees that title to all materials and equipment furnished under this contract and accepted by the District will pass to the District free and clear of all liens, claims, security interests or encumbrances.

12. PERFORMANCE WARRANTY

Contractor shall supply his standard warranty(ies) on defects in workmanship and material applicable to the materials, supplies or equipment furnished hereunder. The standard warranties should be no less than the minimum requirements stated in the Specifications. All warranties to commence after acceptance of delivery by the District unless otherwise stated. It is understood and agreed that the District does not waive any warranty either expressed or implied or any liability of the manufacturer or contractor as may be determined by a decision of any court of the State of California or the United States.

13. INDEMNIFICATION

Contractor shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage caused by the sole negligence or willful misconduct of the District.

14. TERMINATION AND TERMINATION FOR CONVENIENCE

In the event the Contractor fails to perform any of his obligations under this contract, this contract may be terminated effective after 10 days written notice and all of contractor's rights hereunder ended. No new work will be undertaken and no new deliveries will be made after the date of receipt of such notice.

The District may terminate this Agreement for the District's convenience and without cause at any time by giving Contractor written notice of termination. In the event of termination, Contractor will be paid for those services performed or deliveries made pursuant to this Agreement to the satisfaction of the District up to the date of termination. In no event will the District be liable for costs incurred by Contractor after receipt of notice of termination.

15. NON-DISCRIMINATION

In connection with the execution of any contract hereunder, the Contractor shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, sex or age as defined in Section 12926 Government Code.

16. GOVERNING LAW

This contract shall be governed by the laws of the State of California.

17. PROHIBITED INTERESTS

By submitting a bid, the bidder represents and warrants that neither the General Manager nor any Director, officer or employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits to arise therefrom (State of California Government Code section 1090 et Seq.). No member, officer or employee of the District, during his/her tenure or for one year thereafter, shall have an interest direct or indirect, in this Contract or the proceeds thereof.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SPECIAL CONDITIONS

The Alameda Contra-Costa Transit District, acting on behalf of the Regional Transit Coordinating Council Procurement Committee (RTCC), is soliciting bids for heavy-duty brake drums. The contract provides for purchase and delivery of heavy-duty coach and automotive batteries to participating RTCC agencies, as specified in the Technical Specifications of this bid.

These terms and conditions supplement the District's General Conditions, and Instructions and information for Bidders. In the event of a conflict between these conditions and the preceding General Conditions, these conditions take precedence.

18. CONTRACT TYPE/TERM

This is a two (2) year, firm fixed price, indefinite quantity contract.

The contract with each RTCC Agency shall be for two (2) years. Bid prices shall be firm for the term of the Contract.

The contract commencement date shall be three (3) days after execution of the written contract or Purchase Order with each RTCC Agency. Notification of award shall be made to the successful bidder in writing by the Alameda Contra-Costa Transit District for the Alameda Contra-Costa Transit District only.

The rights and obligations offered in the Contract shall be offered equally to all RTCC Agencies. Except for those provisions relating to the initial award of Contract by the District to the lowest responsive, responsible bidder, all references to the District shall mean each RTCC Agency. Each RTCC Agency shall issue individual contracts or Purchase Orders that shall specify quantity and delivery requirements and shall make payments directly to the Contractor who agrees to look solely to such agency for compensation. Any termination or modification of contractual commitments, in whole or in part, with individual RTCC agencies whether mutually agreed to or by remedy at law, shall in no way relieve the contractor of any such contractual obligations to the remaining RTCC Agencies.

19. QUANTITIES

The quantities listed are the estimated annual requirements based on current usage. The RTCC does not guarantee, either expressed or implied, to purchase these quantities, but the right is reserved to purchase any greater or lesser quantities. The RTCC also reserves the right to buy these or other products from other Contractors. Contractor shall be bound to the prices on the submitted Bid Form for the duration of the contract term.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SPECIAL CONDITIONS

20. DELIVERY

Delivery of all items required within thirty (30) days of placement of orders.

21. DELIVERY LOCATIONS FOR PARTICIPATING RTCC AGENCIES

Time and place of Delivery:

AC Transit District
Receiving Dock, Central Maintenance Facility
10626 International Boulevard
Oakland, CA 94603
Monday – Friday, 7:00 a.m. to 2:00 p.m.

Central Contra Costa Transit Auth. (CCCTA)
2477 Arnold Industrial Way
Concord, California 94520
Monday – Friday, 7:00 a.m. to 11:00 p.m.

Golden Gate Transit District (GGT)
1011 Andersen Drive
San Rafael, California 94901
Monday – Friday, 7:00 a.m. to 2:00 p.m.

Monterey –Salinas Transit (MST)
One Ryan Ranch Road
Monterey, California 93940
Monday – Friday, 8:00 a.m. to 2:00 p.m.

Santa Cruz Metro (SCMTD)
138 Golf Club Drive
Santa Cruz, California 95060
Monday – Friday, 8:00 a.m. to 12:00 p.m.
Monday – Friday, 1:00 p.m. to 2:30 p.m.

Vallejo Citizens Transit Corporation
1850 Broadway
Vallejo, California 94589
Monday – Friday, 7:00 a.m. to 2:00 p.m.

San Joaquin Regional Transit District
1533 E. Lindsay Street
Stockton, California 95205
Monday – Friday, 7:00 a.m. to 2:00 p.m.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SPECIAL CONDITIONS

22. BILLING AND INVOICING FOR PARTICIPATING RTCC AGENCIES

Contractor shall render invoices in triplicate to participating RTCC Agencies billing addresses listed below:

AC Transit District
P.O. BOX 28507
Oakland, CA 94603

Central Contra Costa Transit Auth. (CCCTA)
2477 Arnold Industrial Way
Concord, California 94520

Golden Gate Transit District (GGT)
P.O. BOX 9000, Presidio Station
San Francisco, California 94129

Monterey –Salinas Transit (MST)
One Ryan Ranch Road
Monterey, California 93940

Santa Cruz Metro (SCMTD)
370 Encinal Street, Suite 100
Santa Cruz, California 95060

Vallejo Citizens Transit Corporation
1850 Broadway
Vallejo, California 94589

San Joaquin Regional Transit District
1533 E. Lindsay Street
Stockton, California 95205

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SPECIAL CONDITIONS

23. COST AND PRICING DATA

In the event that there is only one (1) bid, cost and pricing data may be required to be submitted to the District by Contractor.

24. CONTRACT AWARD/EVALUATION

Award will be made to the lowest responsive and responsible bidder, and award may be made by individual item or in the aggregate, whichever is the most advantageous to the District.

25. MODIFICATION OF CONTRACT

This contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this agreement.

26. BRAND, MANUFACTURER OR PRODUCT NAMES

Whenever brand, manufacturer or product names are indicated in these specifications, they are included **ONLY** for the purpose of establishing identification and a general description of the item. Whenever such names appear, the term, "or Approved Equal" is considered to follow. Specifying a brand name, components and/or equipment in the specification shall not relieve the supplier from his/her responsibility to produce the product in accordance with the warranty and contractual requirements.

The Contractor is responsible for notifying the District of any inappropriate brand name, components and/or equipment that may be called for in the specification, and to propose a substitute for consideration.

27. PROTEST PROCEDURES

A. Protest Before Bid Opening

Protests based upon restrictive specifications or alleged improprieties in the bidding procedure shall be filed, in writing, with the Procurement and Materials Director, ten (10) days prior to the bid opening date. The protest must clearly specify the grounds on which the protest is based and include any supporting information.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SPECIAL CONDITIONS

B. Protest of Award

A bidder (or other interested party as defined under the District's Protest Procedures) may file a protest with the District alleging a violation of applicable federal or state law and/or District policy or procedure relating to seeking, evaluating and/or awarding of a procurement contract. Such protest must be filed no later than ten (10) days after the date of notice of award or non-award of the contract by the District.

- C. Copies of the District's Procurement Procedures should be obtained from the Districts Procurement and Materials Director. The Procurement Protest Procedures will be provided immediately upon request. **FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH IN THE DISTRICT'S WRITTEN PROTEST PROCEDURES MAY RESULT IN REJECTION OF THE PROTEST.**

28. INSURANCE

Vendor must have General Liability Insurance, coverage to be equal to Insurance Services Office Commercial General Liability Occurrence Form CG 0001, including contractual liability, severability of interests and products/completed operations. Limits shall be no less than \$1,000,000 per occurrence. Vendor's insurance is primary as respects to any claims relating to this contract. The policy must be endorsed to add the District as additional insured. **Coverage must be placed with insurers with a current A.M. Best rating of "A:-VII".** The District must be provided proof acceptable to the District of vendor's coverages prior to any work under this contract.

29. CORRESPONDENCE

All correspondence must show **Contract Bid Number 2006-958RTCC**.

30. VENDOR REGISTRATION

If you are not already an AC Transit registered vendor, an online Vendor Registration is required prior to contract award. Bidders should access www.actransit.org, select: purchasing, online purchasing, and register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification – containing original signature – in proposals. If online access is not available, contact the Purchasing Department for instructions.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SPECIAL CONDITIONS

31. FURTHER INFORMATION

Perspective bidders may contact James A. Bonds, (510) 577-8842, between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, holidays excepted, for further information.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

1. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the District, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS

Access to Records of Recipients and Subrecipients. Upon request, the Recipient agrees to permit and require its Subrecipients to permit the Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the State, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and audit the books, records, and accounts of the Recipient and its Subrecipients pertaining to the Project.

4. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement between the District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. CIVIL RIGHTS REQUIREMENTS

A. Nondiscrimination-In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity The following equal employment opportunity requirements apply to this contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. TERMINATION

Supplementing Paragraph 14 of the General Conditions, Instructions and Information for Bidder, in the event that the Contractor breaches the terms or violates the conditions of the contract to be awarded, and does not within ten (10) days of written notice from the District cure such breach or violation, the District may immediately terminate the contract, and shall pay the Contractor only its allowable costs to date of termination.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

A. Termination for Convenience

The District may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the District's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to District to be paid the Contractor. If the Contractor has any property in its possession belonging to the District, the Contractor will account for the same, and dispose of it in the manner the District directs.

B. Termination for Default [Breach or Cause]

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the District may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the District that the Contract had an excusable reason for not performing s, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, the District, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

C. Opportunity to Cure

The District in its sole discretion may, in the case of termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the Contractors fails to remedy to District's satisfaction the breach or default or any other terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from District setting forth the nature of said breach or default, District shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude District from also pursuing all available remedies against the Contractor

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

and it sureties for said breach or default.

D. Waiver of Remedies for any Breach

In the event that District elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by District shall not limit District's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

E. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the District may terminate this contract for default. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor's was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

- A. It is the policy of the District to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the District construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE participation in the bidding and award process, and to assist DBEs to develop and compete successfully outside the DBE program. In connection with this contract, the Contractor will cooperate with the District in meeting these commitments and objectives.
- B. The District, a recipient of federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a DBE program in accordance with federal regulations 49 CFR Part 26, issued by the US Department of Transportation (U.S.DOT).

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

- C. Pursuant to 49 CFR 26.13, the Contractor is required to make the following assurance in its agreement with the District and to include this assurance in any agreements it makes with Subcontractors in the performance of this contract:
- D. "The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the District deems appropriate."
- E. Additionally, all of the requirements described in the DBE Program shall be met. A contract that has a specific DBE participation goal will be described in the Special Conditions. Any bidder who would like to request additional information or ask questions regarding the DBE Program may contact the District's DBE Administrator at (510) 577-8812.
- F. Prompt Payment to Subcontractors. In accordance with the District's DBE Program, the Contractor shall pay all subcontractors approved by the District for work that has been satisfactorily performed no later than thirty (30) days from date of Contractor's receipt of progress payments made by the District. Within sixty (60) days of satisfactory completion of all work required of the subcontractor, Contractor shall release any retainage payments withheld to the subcontractor.

8. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any AC TRANSIT requests which would cause AC TRANSIT to be in violation of the FTA terms and conditions.

09. DEBARMENT AND SUSPENSION REQUIREMENTS

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment,

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECEIPIENTS

declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10. CARGO PREFERENCE - USE OF UNITED STATES FLAG VESSELS

The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the District (through the contractor in the case of a subcontractor's bill- of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11. ENERGY CONSERVATION

The 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 U.S.C. Section 6321 et seq.).

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

Company Name

Street /Mailing Address

City/State/Zip Code

TAX I.D. _____

I. PRIME CONTRACTOR

- The Bidder/Proposer is a CalTrans certified DBE under the CalTrans Uniform Certification Program.

Certification No. _____ Expiration Date _____

- The Bidder/Proposer has applied for DBE status through the CalTrans Uniform Certification Program.

Application Date _____ Status of application _____

- The Bidder/Proposer is not a CalTrans certified DBE under the CalTrans Uniform Certification Program.

II. SUB-CONTRACTOR (if proposed in bid or proposal)

Attach a separate sheet for each sub-contractor to be used in the performance of services under a proposal specifying the sub-contractor DBE status as stated under section I listed above.

If not already registered, sub-contractors should access www.actransit.org, and complete an online vendor registration form by selecting purchasing, online purchasing, and registering as an Online Purchasing User. A W-9, Request for Taxpayer Identification Number and Certification is required to complete the process.

Prime Contractor's are requested to explain the DBE program and encourage sub contractors to apply for certification.

AC TRANSIT DISTRICT
PURCHASING DEPARTMENT

INVITATION FOR BIDS
No. 2006-958RTCC

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SUPPLEMENTAL FEDERAL REQUIREMENTS FOR FTA RECIPIENTS

Prime Signature

Date

(Position/Title)

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

1. Introduction

It is the intent of the District to purchase various new "Deka" heavy-duty coach and automotive batteries, or "Approved Equal" for the District's fleets.

2. Purpose

This specification prescribes minimum acceptable requirements for heavy-duty coach and automotive batteries, which will provide maximum safety and reliability and service, with regular maintenance in normal transit service for a useful life of at least twenty-four (24) months for the District; while taking advantage of the latest advancements in the field, particularly with regard to reliability of operation. The absence of specifications regarding detail implies that the best general practice will prevail and that first quality material and workmanship are to be used.

The heavy-duty coach and automotive battery procurement will result in a contract, where product must be delivered from Contractor's existing shelf stock within **thirty (30)** days after issuance of a Purchase Order.

3. Requirement

All heavy-duty coach and automotive batteries shall be delivered F.O.B. to the following addresses listed below, in accordance with this specification:

AC Transit District
Receiving Dock, Central Maintenance Facility
10626 International Boulevard
Oakland, CA 94603
Monday – Friday, 7:00 a.m. to 2:00 p.m.

Central Contra Costa Transit Auth. (CCCTA)
2477 Arnold Industrial Way
Concord, California 94520
Monday – Friday, 7:00 a.m. to 11:00 p.m.

Golden Gate Transit (GGT)
1011 Andersen Drive
San Rafael, California 94901
Monday – Friday, 7:00 a.m. to 2:00 p.m.

Monterey –Salinas Transit (MST)
One Ryan Ranch Road
Monterey, California 93940

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

Monday – Friday, 8:00 a.m. to 2:00 p.m.

Santa Cruz Metro (SCMTD)

138 Golf Club Drive

Santa Cruz, California 95060

Monday – Friday, 8:00 a.m. to 12:00 p.m.

Monday – Friday, 1:00 p.m. to 2:30 p.m.

Vallejo Citizens Transit Corporation

1850 Broadway

Vallejo, California 94589

Monday – Friday, 7:00 a.m. to 2:00 p.m.

San Joaquin Regional Transit (SJRTD)

1533 E. Lindsay Street

Stockton, California 95205

Monday – Friday, 7:00 a.m. to 2:00 p.m.

4. **Conformity**

All units or parts not specified shall be manufacturer's standard units. In all cases, material must be furnished as specified, but if the term "Approved Equal", is used, the General Manager of the District, or his designee, must approve any material or equipment substituted for specified material or equipment.

Each heavy-duty coach and automotive battery shall be delivered as a complete functional unit ready for operation, including all accessory items as may be required for the type of service herein specified. **No advantage** shall be taken by the **Contractor** if there are omissions in this specification of components, parts or installations, which are essential to the proper complete and safe operation of the equipment.

5. **Submission with Bid**

Bidder shall submit with their bid, Manufacturer's Specifications or literature covering heavy-duty coach and automotive batteries and/or accessories or equipment offered to meet the requirements of this specification.

6. **Responsibility**

Heavy-duty coach and automotive manufacturer shall assume responsibility for all material used in the construction and fabrication of heavy-duty coach and automotive batteries, whether same is made by heavy-duty coach and

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

TECHNICAL SPECIFICATIONS

automotive battery manufacturer or purchased ready-made from an outside source.

In the event that a participating RTCC agency experiences a high rate of battery failures, that particular RTCC agency shall exercise the right to bill the contractor for all labor charges directly related to the batteries replacement.

7. Approved Tested Heavy Duty Coach and Automotive Battery Manufacturers

- (a) Deka East/Penn
- (b) AC Delco Battery
- (c) Interstate Battery

CAUTION: IF ANY OF THE ABOVE CONDITIONS ARE NOT MET, THE HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES ARE TO BE REPLACED FREE OF CHARGE BY THE CONTRACTOR.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

TECHNICAL SPECIFICATIONS

All Batteries shall meet or exceed the standards set by the Battery Council International and the Society of Automotive Engineers.

Coach Batteries – Group 1

1. Type 8-D

The heavy-duty 8-D coach batteries shall be a lead acid type, positive low antimony battery.

The 8-D batteries will be used in: NABI, Chance, Ikarus, Flexible, New Flyer, Gillig, MCI, Neoplan, Twin Coach, M.A.N. and VanHool manufactured coaches.

2. Case and Cover

The 8-D battery case and cover shall be manufactured of polypropylene.

Each battery cell shall have a plastic or rubber, threaded or push type plug.

The Battery case, cover and plugs shall be constructed using "NEW" materials only. **Reclaimed materials are not acceptable**, except recycled lead and recycle polypropylene.

3. Positive and Negative Plates

The **positive** plates shall be **Lead Acid, Low Antimony**. The **Negative** plates shall be a **lead Acid** type.

Height, weight and thickness of plates shall be such that performance and test specifications as defined in these specifications shall be achieved.

4. Separators

The only plate separator that will be accepted in the batteries specified in this bid shall be **Polyethylene, Micro-Porous, Envelope** type separators.

5. Post

Battery posts shall be "Standard Heavy-Duty" automotive type. Contractor shall indicate extra charges, if any, on Bid Form for "Flag", "Angle", "Marine" or "Side Post" terminals.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

6. Handles

All 8-D batteries shall have a **Polypropylene** rope carrying handle, with **Polyethylene** tube, as the standard, at each end of the battery.

7. Gravity

All Batteries shall be fully charged at a minimum of twelve-hundred and sixty (1260) specific gravity, at eighty degrees Fahrenheit (80° F).

8. Coach Battery: Item A "8-D High Cranking Battery"

Battery capacity: Minimum of 430 minutes per twenty hour (20 hr) rate system.

Exterior case dimensions: Approximately twenty and one-half inches (20-1/2") length x eleven and one-eighth inches (11-1/8") width x nine and three-quarters inches (9-3/4") height (to top post).

Cranking power: Minimum of 1550 CA (Cranking AMPS) @ thirty-two degrees Fahrenheit (32° F) or 1300 CCA (Cold Cranking AMPS) @ zero degrees Fahrenheit (0° F).

Reserve capacity: Minimum of four-hundred and thirty (430) minutes @ eighty degrees Fahrenheit (80° F).

Negative plates: Minimum of .068" thickness.

Positive plates: Minimum of .078" thickness.

Number of plates per cell: Minimum of thirty (30) plates per cell.

Plate width and height: Minimum of four and three-quarters inches (4-3/4") x five and five eighths inches (5-5/8").

9. Coach Battery: Item B "8-D High Reserve Capacity Battery"

Battery capacity: Minimum of three-hundred twenty-five (325) minutes per twenty hour (20 hr) rate system.

Exterior case dimensions: Approximately twenty and one-half inches (20-1/2") length x eleven and one-eighth inches (11-1/8") width x nine and three-quarters inches (9-3/4") height (to top post).

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

TECHNICAL SPECIFICATIONS

Cranking power: Minimum of 1225 CA (Cranking AMPS) @ thirty-two degrees Fahrenheit (32° F) or 1000 CCA (Cold Cranking AMPS) @ zero degrees Fahrenheit (0° F).

Reserve capacity: Minimum of three-hundred and twenty-five (325) minutes @ eighty degrees Fahrenheit (80° F).

Negative plates: Minimum of .068" thickness.

Positive plates: Minimum of .078" thickness.

Number of plates per cell: Minimum of twenty-three (23) plates per cell.

Plate width and height: Minimum of four and three-quarters inches (4-3/4") x five and five-eighths inches (5-5/8").

Coach Batteries – Group 2

10. Type 31

The Type 31 coach batteries shall be maintenance free, totally sealed, calcium alloy (positive and negative plates), with an inspection eye on top of case. The Type 31 batteries will be used in NABI, Chance, Ikarus, Flexible, New Flyer, Gillig, MCI, Neoplan Twin Coach and VanHool manufactured coaches.

11. Coach Battery: Item 3 "Type 31 Battery"

Battery capacity: Minimum of 180 minutes per twenty hour (20 hr) rate system.

Exterior case dimensions: Approximately thirteen inches (13") length x nine and one-half inches (9-1/2") width (to top post).

Cranking power: Minimum of 810 CA (Cranking AMPS) @ thirty-two degrees Fahrenheit (32° F) or 650 CCA (Cold Cranking AMPS) @ zero degrees Fahrenheit (0° F).

Reserve capacity: Minimum of one-hundred and eighty (180) minutes @ eighty degrees Fahrenheit (80° F).

Negative plates: Minimum of .052" thickness.

Positive plates: Minimum of .072" thickness.

Number of plates per cell: Minimum of fourteen (14) plates per cell.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

Plate width and height: Minimum of four and three-quarters inches (4-3/4") x five and five eighths inches (5-5/8").

12. **Case and Cover**

The Type 31 battery case and cover shall be manufactured of polypropylene.

The Battery case, cover and plugs shall be constructed using "NEW" materials only. **Reclaimed materials are not acceptable**, except recycled lead and recycle polypropylene.

The Battery case shall have an inspection eye located on top of battery cover, at either end of battery case.

13. **Positive and negative plates**

The **positive** plates shall be **Lead Acid, Calcium** type. The **Negative** plates shall be a **Lead Acid, Calcium** type.

Height, weight and thickness of plates shall be such that performance and test specifications as defined in these specifications shall be achieved.

14. **Separators**

The only plate separator that will be accepted in the batteries specified in this bid shall be **Polyethylene, Micro-Porous, Envelope** type separators.

15. **Post**

Battery post shall be "Standard Heavy-Duty" stud type. Contractor shall indicate extra charges, if any, on Bid Form for "Marine" or "Side Post" terminals.

16. **Handles**

All 8-D batteries shall have a **Polypropylene** rope carrying handle, with **Polyethylene** tube, as the standard, at each end of the battery.

17. **Gravity**

All Batteries shall be fully charged at a minimum of twelve-hundred and sixty (1260) specific gravity, at eighty degrees Fahrenheit (80° F).

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

18. Coach and Automotive battery Labeling, Marking and Coding

Each battery shall have manufacturer's product label attached to two (2) sides of each battery.

Each battery shall be identified as to Purchase Agency, year and month of manufacture and serial number of battery, in at least one-quarter inch (1/4") high letters stamped on the battery, near one (1) of the terminals.

Each battery shall have a label attached to the top of the battery, identifying the RTCC Purchase Agency, with a alpha letter abbreviation as follows:

AC Transit as "AC"
BART as "BA"
SAM TRANS as "ST"
CCCTA as "CC"
ECCTA as "EC"
GGTA as "GGT"
MCTD as "MS"
SCMTD as "SCM"
SONOMA COUNTY as "SC"
VALLEJO TRANSIT as "VT"
LAVTA as "LAV"
SJRTD as (SJ)
WESTCAT as "WC"

Each battery shall have a label attached on top of battery, identifying the month, year and date the battery was sold to each RTCC Purchasing Agency, as follows:

Year: Last two (2) digits in year of date sold, for example "06" for 2006.

Month: Letters "A" to "M" inclusive (excluding the letter I) at the beginning of each month and continuing consecutively to the last or highest number for each RTCC Purchasing Agency.

For example, a battery marked AC06F01 would identify a battery sold to AC Transit in the year 2006, month of June and the 1ST battery sold that month to AC Transit.

19. Battery Warranty

All 8-D High Cranking batteries shall be covered by the Manufacturer's twenty-four (24) month, one-hundred percent (100%) full replacement, from date of sale to the RTCC Purchasing Agency.

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

TECHNICAL SPECIFICATIONS

All 8-D High Reserve Capacity batteries shall be covered by the Manufacturer's twenty-four (24) month, one-hundred percent (100%) full replacement, from date of sale to the RTCC Purchasing Agency.

All Type 31, totally sealed, maintenance free batteries shall be covered by the Manufacturer's twenty-four (24) month, one-hundred percent (100%) full replacement, from date of sale to the RTCC Purchasing Agency.

20. Battery Cores

Contract shall indicate battery core charge or battery core credit value on Bid Form sheet.

Each participating RTCC Agency is responsible for keeping accurate count of cores picked up by Contractor.

Contractor shall pick up all batter cores and warranty replacement batteries at time of delivery at each participating RTCC Agency at **no charge**.

Contractor shall issue "**Core Credit**" a time of pick up for all used batteries.

Contractor shall use either a Bill of Lading or Manifest to record shipments of cores picked up from each of the participating RTCC Agencies. A signed copy of the record shall be given to each participating RTCC Agencies facility at the time of battery core pick up.

Contractor shall submit with their bid, their specification information that describes the handling/reprocessing and disposal of battery cores after they are picked up from a participating RTCC Agency.

Contractor must submit with their bid the **Name, Address, Telephone Number, State Identification Number and Contact person of Disposal Site to be used. Failure to provide this information may be cause for bidder be determined as Non-Responsive.**

Automotive, Truck and Service Vehicle Batteries: Group 3

21. Pricing

Contractor shall submit manufacturer's published price list for Automotive, Truck and Service Vehicle batteries. Contractor shall indicate on Bid sheet, a **Specified Percentage Discount** off the manufacturer's published price list.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

TECHNICAL SPECIFICATIONS

22. Warranty

All automotive, truck and service vehicle batteries shall be covered by the manufacturer's sixty (60) month, one-hundred percent (100%) full replacement warranty, from date of sale to participating RTCC Agency.

Each participating RTCC Agency shall notify the Contractor at the time of Warranty Claim, whether or not the battery should be replaced, or cash value is to be issued in the form of a credit, for a defective or failed battery.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**HEAVY DUTY COACH AND AUTOMOTIVE BATERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

AC TRANSIT and participating RTCC agencies will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the District's prior annual purchase history. Approximate quantities are listed below, the District and participating RTCC agencies do not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 1 High Cranking | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------------|--------------|--------------|--------------------|------------------|-------------------|
| 1000 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

| Est. Yearly Quantity Each | Group 1 High Reserve Capacity | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-------------------------------|--------------|--------------|--------------------|------------------|-------------------|
| 1000 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

**HEAVY DUTY COACH AND AUTOMOTIVE BATERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

AC TRANSIT and participating RTCC agencies will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the District's prior annual purchase history. Approximate quantities are listed below, the District and participating RTCC agencies do not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 2 Type 31 | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------|--------------|--------------|--------------------|------------------|-------------------|
| 580 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Central Contra-Costa Transit Authority will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the Central Contra-Costa Authority's prior annual purchase history. Approximate quantities are listed below. Central Contra-Costa Transit Authority does not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 1 High Cranking | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------------|--------------|--------------|--------------------|------------------|-------------------|
| 100 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

| Est. Yearly Quantity Each | Group 1 High Reserve Capacity | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-------------------------------|--------------|--------------|--------------------|------------------|-------------------|
| 100 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

**HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

Golden Gate Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the Golden Gate Transit's prior annual purchase history. Approximate quantities are listed below. Golden Gate Transit does not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 2 Type 31 | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------|--------------|--------------|--------------------|------------------|-------------------|
| 350 | | | | | | |

Warranty period: _____ **/Months**
100% Full Replacement

Core charge: \$ _____ **/Each**

Special Terminal: \$ _____ **/Each**

Payment Terms: _____ **% Net** _____ **/Days**

Discounts: _____ **%Net** _____ **/Days**

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Monterey Salinas Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the Monterey Salinas Transit's prior annual purchase history. Approximate quantities are listed below. Monterey Salinas Transit does not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 1 High Cranking | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------------|--------------|--------------|--------------------|------------------|-------------------|
| 150 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

| Est. Yearly Quantity Each | Group 1 High Reserve Capacity | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-------------------------------|--------------|--------------|--------------------|------------------|-------------------|
| 150 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Santa Cruz Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the Santa Cruz Transit's prior annual purchase history. Approximate quantities are listed below. Santa Cruz Transit does not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 1 High Cranking | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------------|--------------|--------------|--------------------|------------------|-------------------|
| 95 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

| Est. Yearly Quantity Each | Group 1 High Reserve Capacity | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-------------------------------|--------------|--------------|--------------------|------------------|-------------------|
| 95 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

**HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

BID FORM SHEET

Price Quotation

Vallejo Citizens Transit Corporation will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on Vallejo Citizens Transit's prior annual purchase history. Approximate quantities are listed below. Vallejo Citizens Transit Corporation does not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 1 High Cranking | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------------|--------------|--------------|--------------------|------------------|-------------------|
| 20 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

| Est. Yearly Quantity Each | Group 1 High Reserve Capacity | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-------------------------------|--------------|--------------|--------------------|------------------|-------------------|
| 20 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

San Joaquin Regional Transit District will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the San Joaquin Regional Transit District's prior annual purchase history. Approximate quantities are listed below. San Joaquin Regional Transit District does not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 1 High Cranking | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------------|--------------|--------------|--------------------|------------------|-------------------|
| 75 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

| Est. Yearly Quantity Each | Group 1 High Reserve Capacity | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-------------------------------|--------------|--------------|--------------------|------------------|-------------------|
| 75 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Sonoma County Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the San Joaquin Regional Transit District's prior annual purchase history. Approximate quantities are listed below. San Joaquin Regional Transit District does not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 2 Type 31 | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------|--------------|--------------|--------------------|------------------|-------------------|
| 85 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

HEAVY DUTY COACH AND AUTOMIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

BID FORM SHEET

Price Quotation

Livermore Amador Valley Transit will purchase **new heavy-duty coach and automotive batteries**. Quantities are based on the San Joaquin Regional Transit District's prior annual purchase history. Approximate quantities are listed below. San Joaquin Regional Transit District does not guarantee any specific quantities.

| Est. Yearly Quantity Each | Group 1 High Cranking | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-----------------------|--------------|--------------|--------------------|------------------|-------------------|
| 75 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

| Est. Yearly Quantity Each | Group 1 High Reserve Capacity | Manufacturer | Product Code | Cold Cranking Amps | Reserve Capacity | Price Per Battery |
|---------------------------|-------------------------------|--------------|--------------|--------------------|------------------|-------------------|
| 75 | | | | | | |

Warranty period: _____ /Months
100% Full Replacement

Core charge: \$ _____ /Each

Special Terminal: \$ _____ /Each

Payment Terms: _____ % Net _____ /Days

Discounts: _____ %Net _____ /Days

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

SAMPLE CONTRACT

This CONTRACT is made and entered into this ____ day of _____, 2006, by and between the Alameda-Contra Costa Transit District (hereinafter referred to as "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and _____ (hereinafter referred to as "CONTRACTOR").

1. SCOPE OF WORK

Contractor shall furnish the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Contract Documents issued by the District entitled:

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
CONTRACT NO. 2006-958RTCC**

2. COMPONENT PARTS OF THE CONTRACT

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of the Contract by reference:

- A. This Contract
- B. Invitation for Bid No. 2006-958-RTCC and any Addenda thereto
- C. Bidder/Supplier's submitted Bid Forms

3. PERIOD OF PERFORMANCE

The Contractor shall furnish heavy-duty coach and automotive batteries as specified in the Contract Documents from November 1, 2006 and ending December 31, 2008, for a two year period.

4. CONTRACT PRICE

The District agrees to pay the Contractor _____ (\$____.00) per High Cranking heavy-duty 8-D coach battery and _____ (\$____.00) per High Reserve Capacity 8-D battery and _____ (\$____.00) per Type 31 coach battery for a not – to – exceed (NTE) contract total of (\$____.00) in accordance with prices as shown on submitted bid forms dated _____. The District and the Contractor must mutually agree upon any adjustments in payment. Invoices should be submitted to AC Transit Accounts Payable, P.O. Box 28507, Oakland, California 94604. **Please reference the Contract Number and the Purchase Order Number on the invoices. Failure to do so could delay payment.**

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SAMPLE CONTRACT

5. NOTICES

Any notices which may be required under this Contract shall be in writing, shall be effective when received and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses which may be specified in writing by the parties.

District: Alameda-Contra Costa Transit District
Procurement and Materials Director
10626 International Boulevard
Oakland, California 94603

and

Contractor

6. ATTORNEY'S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

7. SEVERABILITY

If any provision of this Contract is declared void or unenforceable, such provisions shall be deemed severed from this agreement, which shall otherwise remain in full force and effect.

8. BINDING EFFECT

All of the terms, provisions, and conditions of the Contract hereunder, shall be binding upon and inure the parties hereto and their respective successors, assigns, and legal representatives.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

SAMPLE CONTRACT

9. ENTIRE AGREEMENT

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this agreement shall be void and of no effect.

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the dates set forth below.

ALAMEDA-CONTRA COSTA TRANSIT:

CONTRACTOR:

_____ Date _____
Rick Fernandez
General Manager

_____ Date _____
(Signature)

Approved as to form:

_____ Date _____
Kenneth C. Scheidig
General Counsel

(Print Name and Title)

SAMPLE CONTRACT

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM Number 1 dated November 3, 2006

The Alameda-Contra Costa Transit District herewith issues this Addendum No.1 to the above reference Bid Documents. Except as modified below, all other terms and conditions shall remain in effect. ~~Strikethrough~~ texts are words deleted from original IFB text and **bold/italicized/underlined text** are changes to original IFB text.

Amendments to INVITATION FOR BIDS

Bids will be opened at 10626 International Blvd. by 2:00 P.M. ~~October 31, 2006~~
November 15, 2006.

Amendments to the General Conditions and Information for Bidders

NONE

Amendments to the Special Conditions

NONE

Amendments to the TECHNICAL SPECIFICATIONS

Page 22 of 41, item 4

Separators

The only plate separator that will be accepted in the batteries specified in this bid shall be Polyvinyl, Sub-micro, **Polyethylene, Micro-Porous, Envelope**, type separators.

Page 23 of 41, item 6

Handles

All 8-D batteries shall have a Nylon **Polypropylene** rope carrying handle, with **Polyethylene** tube, as the standard, at each end of the battery.

Page 24 of 41, item 9

Coach Battery: Item B "8-D High Reserve Capacity Battery"

Battery capacity: Minimum of 142-AMPS **three hundred twenty-five (325) minutes** per twenty hour (20hr) rate system.

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM Number 1 dated November 3, 2006

Page 24 of 41, item 11

Coach Battery: Item 3 "Type 31 Battery"

Battery capacity: Minimum of 180 AMPS Minutes per twenty hour (20hr) rate system.

Page 25 of 41, item 13

Positive and negative plates:

The **positive** plates shall be **Lead Acid, Low-Antimony Calcium**. The **Negative** plates shall be a lead-Acid **Lead Acid**, Calcium type.

Page 25 of 41, item 14

Separators

The only plate separator that will be accepted in the batteries specified in this bid shall be Polyvinyl, Sub-micro, **Polyethylene, Micro-Porous** Envelope type separators.

Page 25 of 41, item 15

Post

Battery post shall be "Standard Heavy-Duty" automotive stud type. Contractor shall indicate extra charges, if any, on Bid Form for "~~Flag~~", "~~Angle~~", "Marine" or "Side Post" terminals.

Page 25 of 41, item 16

Handles

All 8-D batteries shall have a **Nylon Polypropylene** rope carrying handle, with Polyethylene tube, as the standard, at each end of the battery.

Amendments to the BID FORM

NONE

Amendments to the Sample Contract

NONE

**AC TRANSIT DISTRICT
PURCHASING DEPARTMENT**

**INVITATION FOR BIDS
No.2006-958RTCC**

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

ADDENDUM Number 1 dated November 3, 2006

END OF ADDENDUM NO. 1

AC TRANSIT
PURCHASING DEPARTMENT

INVITATION FOR BIDS
NO. 2006-958RTCC

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

ATTACHMENTS

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

CERTIFICATION OF PROPOSED PRIME CONTRACTOR REGARDING

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(for Contracts totaling over \$25,000)

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

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

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

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

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

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

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

Signature and Title of Authorized
Official

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

**ADDENDUM NO. 1
ATTACHMENTS**

BUY AMERICA CERTIFICATE

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

CERTIFICATION REGARDING LOBBYING

I, _____ (Name and Title of Authorized Official), hereby
certify on behalf of _____ (Subcontractor) that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature and Title of Authorized Official

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| | | |
|--|--|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance | 2-2. Status of Federal Action: <input type="checkbox"/> a. Proposal/offer/application b. Initial award c. Post-award | 3-3. Report Type: <input type="checkbox"/> a. Initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known: _____ | 5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____ | |
| 6. Federal Department/Agency: _____ | 7. Federal Program Name/Description: CFDA Number, If applicable: _____ | |
| 8. Federal Action Number, if known: _____ | 9. Award Amount, if known: \$ _____ | |
| 10a. Name and Address of Lobbying Entity (last name, first name, MI): (attach continuation sheet(s) SF-LLL-A, if necessary) | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____ | |
| 12. Form of Payment (check all that apply): <input type="checkbox"/> Cash <input type="checkbox"/> in kind, specify nature _____ Value | | |

HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008

ADDENDUM NO. 1
ATTACHMENTS

| | |
|---|--|
| <p>14. Brief description of Services Performed and Date(s) of Service, Including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p> | |
| <p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | |
| | |
| | |
| | |
| <p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p> | |
| <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> | |
| <p>Federal Use Only:</p> | |
| <p>Authorized for Local Reproduction Standard Form - LLL</p> | |

**AC TRANSIT
PURCHASING DEPARTMENT**

**INVITATION FOR BIDS
NO. 2006-958RTCC**

**HEAVY DUTY COACH AND AUTOMOTIVE BATTERIES
FOR THE TERM NOVEMBER 1, 2006 THROUGH DECEMBER 31, 2008**

**ADDENDUM NO. 1
ATTACHMENTS**

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



DATE: February 23, 2007

TO: Board of Directors

FROM: Angela Aitken, Finance Manager

SUBJECT: RESOLUTION REVISING FY 06-07 BUDGET

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the attached resolution revising the FY 06-07 budget in accordance with Exhibit A (Attachment A) .

II. SUMMARY OF ISSUES

- As a result of required adjustments to operating expenses, we are recommending that the operating budget be increased by a net \$60,000 for a new total of \$36,580,000 in operating expenses.
- As a result of the approval of salary adjustments in January 2007, corresponding increases in personnel costs for several departments are required at this time, as delineated in Exhibit A of Attachment A.
- To fund the salary adjustments, the sales tax revenue will be increased by \$ 60,000.

III. DISCUSSION

The detailed list of changes to the FY 06-07 operating revenues and expenses is shown on Exhibit A of Attachment A following the budget resolution.

Last month, the Board of Directors approved the adjustments. We are now putting forward the fiscal impact of those approvals.

The current Sales Tax revenue trend has shown a significant increase, which will be sufficient to cover these increases on a long-term basis. In addition, we have experienced cost savings on our purchases in many areas throughout the fiscal year.

IV. FINANCIAL CONSIDERATIONS

Adoption of the resolution will increase the total FY 06-07 operating expenses by \$ 60,000.





V. ATTACHMENTS

Attachment A: Resolution Authorizing a Revision to the FY 06-07 Budget, followed by a list of specific changes (Exhibit A).



9.2



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

Resolution No. _____
On the Motion of Director _____
Duly Seconded by Director _____
The following Resolution is adopted:

**A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING A REVISION TO THE FY 06-07 BUDGET**

WHEREAS, it is necessary to revise the adopted FY 06-07 budget of the Santa Cruz Metropolitan Transit District to provide for changes in operating revenue and operating expense.

NOW, THEREFORE, BE IT RESOLVED, the budget is hereby amended per the attached Exhibit A.

PASSED AND ADOPTED this 23rd day of February, 2007, by the following vote:

- AYES: Directors -
- NOES: Directors -
- ABSENT: Directors -
- ABSTAIN: Directors -

Approved _____
MARCELA TAVANTZIS
Board Chair

ATTEST _____
LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel





EXHIBIT A
RECOMMENDED BUDGET REVISIONS
FY 06-07
FEBRUARY 2007

| | AMOUNT | TOTALS |
|--|---------------|---------------|
| <u>OPERATING REVENUE</u> | | |
| Increase sales tax to reflect year-to-date trend | \$ 60,000 | |
| TOTAL | | \$ 60,000 |

| | DEPT | ACCOUNT | AMOUNT | TOTALS |
|--|-------------|----------------|---------------|---------------|
| <u>OPERATING EXPENSE</u> | | | | |
| Increase other salaries for Admin staff | 1100 | 501021 | \$ 8,721 | |
| Increase retirement for Admin staff | 1100 | 502021 | \$ 1,044 | |
| Increase other salaries for Customer Service staff | 1300 | 501021 | \$ 2,543 | |
| Increase retirement for Customer Service staff | 1300 | 502021 | \$ 304 | |
| Increase other salaries for Operations staff | 3200 | 501021 | \$ 42,323 | |
| Increase retirement for Operations staff | 3200 | 502021 | \$ 5,065 | |
| TOTAL | | | | \$ 60,000 |



9.a.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



DATE: February 23, 2007

TO: Board of Directors

FROM: Angela Aitken, Finance Manager

**SUBJECT: RESOLUTION AUTHORIZING A DEPOSIT ACCOUNT AND
FACSIMILE SIGNATURE AGREEMENT WITH COAST COMMERCIAL
BANK**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt the attached resolution authorizing a deposit account and facsimile agreement with Coast Commercial Bank.

II. SUMMARY OF ISSUES

- The District maintains a deposit account with the Santa Cruz branch of Coast Commercial Bank.
- The account signatures on file with Coast Commercial Bank need to be updated with the appointment of a new Finance Manager: Angela Aitken and a new Assistant Finance Manager, Debbie Kinslow.
- In order to change the authorized signers on the account and update the facsimile signature agreement, a Board resolution is required.

III. DISCUSSION

The District had maintained a deposit account with the Santa Cruz branch of Coast Commercial Bank for many years. This account is used for deposit of fare box coin revenue, cash receipts for pass sales and the bi-weekly County warrants covering accounts payable checks issued on the bank account. The District's Finance Manager is the authorized representative to normally sign checks on the account. The General Manager, Assistant General Manager and Assistant Finance Manager are also authorized to sign on the account. It is necessary at this time to update the authorized signatures on the account and the facsimile signature agreement, which allows the District to issue payables checks with an imprint facsimile signature of the Finance Manager.

IV. FINANCIAL CONSIDERATIONS

None.



10.1



V. ATTACHMENTS

Attachment A: Resolution Authorizing Deposit Account and facsimile signature agreement with Coast Commercial Bank



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



Resolution No. _____
On the Motion of Director _____
Duly Seconded by Director _____
The following Resolution is adopted:

**A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
AUTHORIZING A DEPOSIT ACCOUNT AND FACSIMILE SIGNATURE
AGREEMENT WITH COAST COMMERCIL BANK**

WHEREAS, the Santa Cruz Metropolitan Transit District has previously established a deposit account and approved a facsimile signature agreement with Coast Commercial Bank and its predecessors, and;

WHEREAS, certain officers and employees of the Santa Cruz Metropolitan Transit District who were authorized signers on the account have left the employment of the District.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that this Board authorize the following officers to establish a deposit account with Coast Commercial Bank ("Bank") subject to Bank's terms and conditions for such accounts and to designate these officers as the authorized signers on the accounts:

- Angela Aitken, Finance Manager
- Debbie Kinslow, Assistant Finance Manager
- Leslie White, Secretary/General Manager
- Mark Dorfman. Assistant General Manager

BE IT FURTHER RESOLVED AND ORDERED that Angela Aitken, Finance Manager, is hereby authorized and directed to enter into an agreement with Coast Commercial bank ("Bank") upon the terms and conditions set forth in the Facsimile Signature Agreement.

PASSED AND ADOPTED this 23rd day of February 2007, by the following vote:

- AYES: Directors -
- NOES: Directors -
- ABSENT: Directors -
- ABSTAIN: Directors -

Approved _____
MARCELA TAVANTZIS
Board Chair





ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: February 23, 2007

TO: Board of Directors

FROM: Tom Stickel, Manager of Maintenance

SUBJECT: REQUEST AUTHORIZATION TO USE THE STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES CONTRACT FOR THE PURCHASE OF SEVEN COMPACT SEDANS

I. RECOMMENDED ACTION

District staff is recommending that the Board of Directors authorize the General Manager to use the State of California, Department of General Services vehicle contract for sedans for the purchase of seven each compact sedans.

II. SUMMARY OF ISSUES

- The District has funding for the purchase of seven replacement vehicles for use by District Staff.
- The State of California, Department of General Services has issued cooperative vehicle procurement contracts for the purchase of compact sedans.
- The Federal Circular that governs procurement for federally funded purchases encourages joint purchasing when the procurement includes the applicable federally mandated clauses.
- The District requests the use of the State of California vehicle contracts for this procurement as a means of streamlining the procurement process.
- District staff recommends that the Board of Directors authorize the General Manager to use the State of California, Department of General Services vehicle contract for the purchase of seven each compact sedans for a total amount not to exceed \$105,000.

III. DISCUSSION

The District has funding for the purchase of seven (7) each compact sedans under the Capital Improvement Project to purchase seven shuttle cars for the bus operations relief program. This purchase will eliminate the current rental of seven compact sedans from Hertz Corporation.

Each year the State of California prepares a bid for vehicles, trucks, vans and utility vehicles. The resulting cooperative purchasing vehicle contract allows smaller public agencies to purchase vehicles based on statewide government agency quantities. This process allows for better pricing due to the greater quantities requested in the state bid.

The FTA encourages grant recipients to utilize cooperative purchasing agreements whenever it is practical as a means of saving money. For this procurement, the District will add all of the required federal clauses to comply with FTA Circular 4220.1E, Third Party Contracting Requirements. The State of California charges a contract usage fee of 1.98 % based on the purchase order total before tax and any offered cash discounts.

It is recommended that the Board authorize the General Manager to use the State of California Department of General Services vehicle contracts for the purchase of seven each compact sedans for a total amount not to exceed \$105,000.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Capital Improvement Budget for Department 4100, Purchase of shuttle cars for bus operations relief.

V. ATTACHMENTS

Attachment A: Vehicle Cost Summary

State of California Vehicle Contract Pricing

| | Unit Price | Extended |
|---|--------------|----------------------|
| Seven each Compact Sedans | \$ 11,784.00 | \$ 82,488.00 |
| Sales Tax @ 8.25% | \$ 972.18 | \$ 6,805.26 |
| Optional 5 Years, 100,000 Miles Bumper to Bumper Extended Warranty | \$ 1,640.00 | \$ 11,480.00 |
| Delivery Charges | \$ 125.00 | \$ 875.00 |
| State Contract Usage Fee of 1.98% | \$ 233.32 | \$ 1,633.26 |
| Total Procurement Cost | \$ 14,754.50 | \$ 103,281.52 |

12.21

State of California Vehicle Contract Pricing

| | Unit Price | Extended |
|---|-------------------|----------------------|
| Seven each Compact Sedans | \$ 11,784.00 | \$ 82,488.00 |
| Sales Tax @ 8.25% | \$ 972.18 | \$ 6,805.26 |
| Optional 5 Years, 100,000 Miles Bumper to Bumper Extended Warranty | \$ 1,640.00 | \$ 11,480.00 |
| Delivery Charges | \$ 125.00 | \$ 875.00 |
| State Contract Usage Fee of 1.98% | \$ 233.32 | \$ 1,633.26 |
| Total Procurement Cost | \$ 14,754.50 | \$ 103,281.52 |

12.21

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

REVISED

DATE: February 23, 2007

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

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

I. RECOMMENDED ACTION

That the Board of Directors approve an amendment to the contract with Arntz Builders Inc. that extends the contract expiration date to July 31, 2007, while maintaining the construction completion date of January 9, 2007.

II. SUMMARY OF ISSUES

- On December 16, 2005 the Board of Directors approved a contract with Arntz Builders, Inc. for the construction of the service-building component of the MetroBase Project.
- The construction bid submitted by Arntz Builders identified a 365-day construction period and therefore the construction contract was written for a 365-day period commencing January 9, 2006 and ending January 9, 2007.
- 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 January 9, 2007.
- 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.
- State permitting requirements and reviews, as well as weather, have resulted in a delay in the completion date for the construction of the service building.
- METRO is currently negotiating with Arntz Builders Inc. to determine how many days of delay will be allowed for the completion of construction.
- As construction activities are continuing it is necessary to amend the current contract with Arntz Builders to extend the expiration date of the contract in order for METRO to be able to pay the invoices for construction costs.

 **REVISED**

13.1



- It is recommended that the contract with Arntz Builders, Inc. be amended to extend the expiration date to July 31, 2007. This action will not change the construction completion date in the contract. A Change Order revising the date for the completion of construction activities and the assessment of liquidated damages will be presented to the Board for consideration once the negotiations with Arntz builders, Inc. are complete.

III. DISCUSSION

On December 16, 2005 the Board of Directors approved a contract with Arntz Builders, Inc. for the construction of the service-building component of the MetroBase Project. The construction bid submitted by Arntz Builders identified a 365-day construction period and therefore the construction contract was written for a 365-day period commencing January 9, 2006 and ending January 9, 2007. 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 January 9, 2007. 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. State permitting requirements and reviews, as well as weather, have resulted in a delay in the completion date for the construction of the service building. METRO is currently negotiating with Arntz Builders Inc. to determine how many days of delay will be allowed for the completion of construction. As construction activities are continuing it is necessary to amend the current contract with Arntz Builders to extend the expiration date of the contract in order for METRO to be able to pay the invoices for construction costs.

It is recommended that the contract with Arntz Builders, Inc. be amended to extend the expiration date to July 31, 2007. This action will not change the construction completion date in the contract. A Change Order revising the date for the completion of construction activities and the assessment of liquidated damages will be presented to the Board for consideration once the negotiations with Arntz builders, Inc. are complete.

IV. FINANCIAL CONSIDERATIONS

The amendment of the contact with Arntz Builders, Inc. to extend the expiration date of the current contract will not have a financial impact on the MetroBase Project or the METRO Budget.

V. ATTACHMENTS

Attachment A: Contract Amendment #1-Arntz Builders, Inc./Santa Cruz Metropolitan Transit District



13.2

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 05-12
FOR CONSTRUCTION OF THE METROBASE FUELING AND SERVICING
FACILITY AND RELATED SITE WORK**

This First Amendment to Contract No. 05-12 for construction of the MetroBase fueling and servicing facility and related site work is made effective _____ between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District") and ARNTZ BUILDERS, INC. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for construction of the MetroBase fueling and servicing facility and related site work ("Contract") on January 9, 2006.
- 1.2 District desires to extend the contract until July 31, 2007 without extending the project completion date.
- 1.3 District and Contractor are currently evaluating and negotiating potential time extension requests related to the project completion date filed by Contractor.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

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

The term of this contract is extended to July 31, 2007. This action does not constitute an extension of the project completion date of January 9, 2007.

III. REMAINING TERMS AND CONDITIONS

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

IV. AUTHORITY

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

SIGNATURES ON NEXT PAGE



Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
ARNTZ BUILDERS, INC.

By _____
Donald M. Arntz
President

Approved as to Form:

Margaret R. Gallagher
District Counsel



13.a2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: February 23, 2007

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH ATCHISON, BARISONE, CONDOTTI & KOVACEVICH FOR LEGAL SERVICES IN THE ACQUISITION OF REAL PROPERTY AND RELATED ISSUES SUCH AS RELOCATION SERVICES, AS THEY RELATE TO THE METROBASE PROJECT**

I. RECOMMENDED ACTION

Authorize the General Manager to Execute an Attorney/Client Fee Contract with Atchison, Barisone, Condotti & Kovacevich, A Professional Corporation, to assist METRO in the acquisition of real property and related issues such as relocation services, as they relate to the MetroBase project.

II. SUMMARY OF ISSUES

- METRO has a need to retain the legal services of the City Attorney's office to assist in the purchase of certain properties needed for the MetroBase Project. There are also relocation issues that METRO staff needs legal services assistance with regard to the current tenants of the properties being acquired by METRO.
- METRO staff has been working with Jeff Barnes from Atchison, Barisone, Condotti & Kovacevich on these property acquisitions and other related legal issues.

III. DISCUSSION

Attached is the proposed Attorney/Client Fee Contract for the Board's review. METRO staff contacted three other real estate firms in the County of Santa Cruz whose hourly rates ranged from \$250 through \$285. The Atchison firm charges \$195.00/hr. for any partner and \$180.00 for any associate attorney. Jeff Barnes is currently an associate attorney.

IV. FINANCIAL CONSIDERATIONS

It is not known what the total amount of attorneys' fees will be incurred by METRO under this contract although it is not anticipated that METRO would incur more than \$25,000 in legal services pursuant to this contract.

V. ATTACHMENTS

Attachment A: Attorney/Client Fee Contract

ATCHISON, BARISONE, CONDOTTI & KOVACEVICH
A Professional Corporation
333 Church Street
Santa Cruz, CA 95060
TEL: (831) 423-8383
FAX: (831) 423-9401

ATTORNEY/CLIENT FEE CONTRACT

This ATTORNEY/CLIENT FEE CONTRACT ("Contract") is entered into by and between SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Client"), and ATCHISON, BARISONE, CONDOTTI & KOVACEVICH, A Professional Corporation by ANTHONY P. CONDOTTI ("Attorney").

1. SCOPE AND DUTIES. Client hires Attorney to provide legal representation and consultation regarding Client's acquisition of real property and related issues ("Matter"). Attorney will charge for all activities undertaken in providing legal services to Client under this Contract, including but not limited to communications with Client, investigation of the Matter, review of documents, legal and non-legal research, telephone conversations, review and preparation of correspondence, negotiations with parties and consultations with experts should legal action be taken. A charge will also be made for all activities in connection with any lawsuit, including but not limited to preparation of pleadings, participation in negotiations, research, conferences and telephone conversations, preparation of and participation in depositions, arbitrations, or other neutral evaluation proceedings, travel to and attendance at court sessions, trial preparation and trial.

2. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this Contract, keep Client informed of progress and developments, and will use its best efforts to respond to Client's inquiries and communications as quickly as possible. Client will be prompt and cooperative with Attorney; keep Attorney reasonably informed of developments and of Client's address, telephone number, and whereabouts; and timely make any payments required by this Contract.

3. LEGAL FEES. Client agrees to pay attorneys' fees for the legal services provided under this Contract at the hourly rate of \$195.00 for any partner and \$180.00 for any associate attorney. Attorney will charge in increments of one-tenth (1/10) of an hour. If, while this Contract is in effect, Attorney increases the hourly rate or costs being charged to Client, that increase may be applied to fees or costs incurred under this Contract, but only with respect to services provided thirty (30) days or more after written notice of the increase is mailed to Client.

Unless otherwise provided in writing, Client acknowledges that Attorney has made no promises about the total amount of attorneys' fees to be incurred by Client under this Contract.

4. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorney for all costs and expenses incurred by Attorney, including but not limited to

14.a1

fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying at \$0.25 per page, parking, fax services at \$1.00 per page, investigation expenses, consultants' fees, mileage and other similar items. Client authorizes Attorney to incur all reasonable costs and to hire any investigators or consultants, including forensic accountants reasonably necessary in Attorney's judgment, except that Attorney shall obtain Client's consent before incurring any cost in excess of Four Hundred Dollars (\$400.00).

5. PAYMENT OF COSTS AND FEES. All fees are due and payable upon the presentation of a statement thereof. Attorney's billing period is from the 1st day to the last day of each month and bills are generally sent out on the 5th of each month. Client agrees to pay such bills and outstanding balance, within fifteen (15) days of presentation thereof to Client. Attorney reserves the right to charge interest on all accounts that are not paid by the last day of the month at the rate of 1½% per month (18% per annum).

If fees charged are incorrect or unclear, Client may inquire at any time, at no charge, for a clarification. Should a dispute arise between Client and Attorney concerning the fee or the services, Client has the right to, and hereby agrees to, arbitrate the dispute through the local Bar's Fee Arbitration Committee in accordance with local rules and California Business and Professions Code section 6200, et. seq.

6. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on any material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

7. PAYMENT AND DISPOSITION OF FUNDS UPON CONCLUSION OF SERVICES. When Attorney's services conclude, all unpaid charges shall become immediately due and payable. After Attorney's services conclude, Attorney will promptly deliver to Client any funds remaining after all fees are paid therefrom.

8. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's Matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the Matter are expressions of opinion only.

9. INSURANCE COVERAGE. Attorney maintains errors and omissions coverage that would apply to the services to be rendered under this Contract.

10. EFFECTIVE DATE. The effective date of this Contract will be retroactive to the date Attorney first provided services regarding the Matter. Even if this Contract does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

14.a2

11. SEVERABILITY. This is an integrated agreement. If any portion of this Agreement is found to be void, such partial invalidity will not invalidate any other portion of the Agreement.

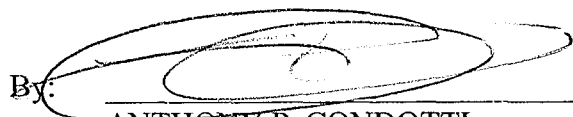
12. PARTIES' UNDERSTANDING. Client has read the foregoing Contract and, if necessary, has discussed its terms with Attorney. Client is advised to seek independent legal counsel to advise Client in the event Client does not understand any of the terms of this Contract. By executing this Contract, Client acknowledges that it has either decided to proceed after obtaining independent legal advice, or has chosen not to obtain such independent counsel. Client is comfortable with this Contract and accepts its terms without reservation.

"ATTORNEY"

ATCHISON, BARISONE, CONDOTTI & KOVACEVICH
A Professional Corporation

Dated: January 17, 2007

By:



ANTHONY P. CONDOTTI

I understand and agree to the terms and conditions set forth in this Contract.

"CLIENT"

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Dated: _____, 2007

By: _____

Title: _____

14.a3